



REVISED

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

May 9, 2023

AGENDA

10:00 AM

CALL TO ORDER BY THE PRESIDENT

INVOCATION

1. **REV. DR. JAMIE CAPERS OF LYNCH STREET CME 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 APRIL 10, 2023 SPECIAL COUNCIL MEETING MINUTES. (S.JORDAN, FOOTE)**
4. **APPROVAL OF THE APRIL 11, 2023 REGULAR COUNCIL MEETING MINUTES. (S.JORDAN, FOOTE)**
5. **APPROVAL OF THE APRIL 12, 2023 SPECIAL COUNCIL MEETING MINUTES. (S.JORDAN, FOOTE)**
6. **APPROVAL OF THE APRIL 18, 2023 SPECIAL COUNCIL MEETING MINUTES. (S.JORDAN, FOOTE)**

INTRODUCTION OF ORDINANCES

REGULAR AGENDA

7. **CLAIMS (MALEMBEKA, LUMUMBA)**
8. **PAYROLL (MALEMBEKA, LUMUMBA)**
9. **ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH FIRST MEA PRIMARY CARE PLUS, LCC D/B/A MEA CARES**

EMPLOYEE ASSISTANCE PROGRAM. (MARTIN, LUMUMBA)

10. **ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH WISE STAFFING SERVICES INC. TO PROVIDE TEMPORARY STAFFING SERVICES TO VARIOUS CITY DEPARTMENTS. (MARTIN, LUMUMBA)**
11. **ORDER AUTHORIZING THE MAYOR TO EXECUTE A FORTY-EIGHT MONTH (4yr) RENTAL AGREEMENT WITH ADVANTAGE BUSINESS SYSTEMS FOR A MINOLTA BIZHUB C300i DIGITAL COLOR SYSTEM AND THE MINOLTA BIZHUB 360i (BLACK/WHITE) DIGITAL COLOR SYSTEM TO BE USED BY THE DEPARTMENT OF HUMAN RESOURCES. (MARTIN, LUMUMBA)**
12. **ORDER AUTHORIZING THE SOLE SOURCE PROCUREMENT OF TWENTY FIVE (25) GUARDIAN HANDHELD LAUNCHING SYSTEMS AND ALSO TWENTY FIVE (25) TWELVE MONTH SUBSCRIPTIONS TO GPS LIVE TRACKING PROJECTILES, COREVIEW MAPPING, DATA AND USE ACCESS FOR FOUR YEARS AND ONE TRAIN THE TRAINER MODULE FOR A PERIOD OF FOUR (4) YEARS AND AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH STAR CHASE, LLC RELATED TO THE SUBSCRIPTIONS. (DAVIS, LUMUMBA)**
13. **ORDER AUTHORIZING THE MAYOR OF THE CITY OF JACKSON TO EXECUTE AN MOU WITH THE MISSISSIPPI DEPARTMENT OF MENTAL HEALTH BUREAU OF BEHAVIORAL HEALTH SERVICES WHICH WILL ENABLE THE JACKSON POLICE DEPARTMENT TO RECEIVE, DISTRIBUTE, AND ADMINISTER NARCAN. (DAVIS, LUMUMBA)**
14. **ORDER AUTHORIZING THE MAYOR TO TERMINATE AN ADDENDUM TO THE LICENSE AND SERVICE AGREEMENT IT TYLER TECHNOLOGIES, INC. FOR THE TYLER NEW WORLD PUBLIC SAFETY PRODUCTS, LICENSES, SOFTWARE, AND SERVICES. (DAVIS, LUMUMBA)**
15. **ORDER AUTHORIZING THE REVISION OF THE DEPARTMENT OF PLANNING AND DEVELOPMENT'S FISCAL YEAR 2023 BUDGET TO MOVE FUNDS ACROSS CATEGORIES FOR THE EMERGENCY SOLUTIONS CARES ACT GRANT PROGRAM YEAR 2023. (DOTSON, LUMUMBA)**
16. **ORDER RATIFYING THE SUBMISSION OF AN APPLICATION TO THE MISSISSIPPI DEPARTMENT OF TRANSPORTATION'S MULTI-MODAL TRANSPORTATION IMPROVEMENT PROGRAM FOR FUNDING IN THE AMOUNT OF \$480,000.00 FOR THE SUPPORT OF JTRAN OPERATIONS. (DOTSON, LUMUMBA)**
17. **ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AMENDMENT, CHANGE ORDERS #1-4 AND RELATED DOCUMENTS TO THE AGREEMENT WITH GCW PAVEMENT SERVICES TO COMPLETE THE BUS STOP IMPROVEMENT PROGRAM OF THE JACKSON PUBLIC TRANSPORTATION SYSTEM (JTRAN). (DOTSON, LUMUMBA)**
18. **ORDER AUTHORIZING THE MAYOR TO EXECUTE A LEASE AND RELATED DOCUMENTS WITH WESTLAND SHOPPING CENTER, L.P. TO LEASE OFFICE SPACE FOR THE JACKSON POLICE DEPARTMENT,**

POLICE PRECINCT NO. 2. (DOTSON, LUMUMBA)

19. **ORDER AUTHORIZING THE MAYOR TO EXECUTE A LEASE AND RELATED DOCUMENTS WITH JACKSON-NORTH STATE, LLC TO LEASE OFFICE SPACE FOR THE COJ EMPLOYEE CLINIC, THE DEPARTMENT OF HUMAN AND CULTURAL SERVICES, THE DEPARTMENT OF HUMAN RESOURCES AND THE DEPARTMENT OF PARKS AND RECREATION. (DOTSON, LUMUMBA)**
20. **ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT BETWEEN THE CITY OF JACKSON, MISSISSIPPI, AND BIG MOKEY TRAIN, INC., FOR THE USE OF A TWENTY-FOUR-INCH (24”) GAUGE TRAIN AT THE JACKSON ZOO LOCATED AT 2918 WEST CAPITOL STREET, JACKSON, MISSISSIPPI (WARD 5) (HARRIS, LUMUMBA)**
21. **ORDER RATIFYING PAYMENTS FOR SERVICES PERFORMED BY OVG 360 MANAGEMENT GROUP AND IATSE LOCAL 589, IN THE AMOUNT OF TWO THOUSAND SIX HUNDRED TWENTY-ONE DOLLARS AND FORTY CENTS (\$2,621.40). (HARRIS, LUMUMBA)**
22. **ORDER ACCEPTING THE SPONSORSHIP OF A FIREWORKS DISPLAY FROM DOWNTOWN PARTNERS, LLC, FOR THE SPECIFIC PURPOSE OF PROVIDING A FIREWORKS EXHIBITION NEAR 105 EAST PASCAGOULA STREET ON FRIDAY, JUNE 16, 2023, FOR THE OBSERVANCE OF JUNETEENTH. (HARRIS, LUMUMBA)**
23. **ORDER PROPOSING REVISED FEE SCHEDULES FOR THE FOLLOWING CITY OF JACKSON, MISSISSIPPI, RECREATIONAL FACILITIES: PETE BROWN GOLF FACILITY, GROVE PARK GOLF COURSE, AND THE JACKSON ZOO. (HARRIS, LUMUMBA)**
24. **ORDER AMENDING THE FISCAL YEAR 2022-2023 BUDGET FOR THE DEPARTMENT OF PARKS AND RECREATION TO TRANSFER \$66,974.42 FROM THE PERSONAL SERVICES CATEGORY TO THE FOLLOWING: FEED FOR ANIMALS CATEGORY, OTHER PROFESSIONAL SERVICES CATEGORY, BUILDING MAINTENANCE CATEGORY, AND THE SUNDRY CATEGORY, IN ORDER TO ASSIST WITH FEEDING ANIMALS, BUILDING MAINTENANCE, AND EMPLOYEE WAGES AT THE JACKSON ZOO. (HARRIS, LUMUMBA)**
25. **ORDER AMENDING THE APRIL 11, 2023 ORDER ACCEPTING THE BIDS OF MANDEL METALS, INC., d/b/a US STANDARD SIGN FOR 18 MONTH SUPPLY OF ALUMINUM SIGN BLANKS, (BID NO. 55063-010323) TO INCLUDE AND ACCEPT THE BID OF NEWMAN SIGNS, INC. (R.LEE, LUMUMBA)**
26. **ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH BENCHMARK CONSTRUCTION CORPORATION FOR EMERGENCY PROJECT MANAGEMENT. (R.LEE, LUMUMBA)**
27. **RESOLUTION OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI HONORING, RECOGNIZING AND SUPPORTING THE ANNUAL JUNETEENTH FREEDOM AND UNITY CULTURAL CELEBRATION.**

- (STOKES)
28. RESOLUTION OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI IN SUPPORT OF THE 60TH ANNIVERSARY OBSERVANCE OF THE MEDGAR WILEY EVERS HOMECOMING, JUNE 6-12, 2023. (STOKES)
 29. RESOLUTION OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI RECOGNIZING, SUPPORTING THE CELEBRATION OF MOTHER'S DAY, 2023. (STOKES)
 30. RESOLUTION OF THE CITY COUNCIL OF JACKSON MISSISSIPPI VOTE OF NO CONFIDENCE IN THE INTERIM DIRECTOR OF PUBLIC WORKS. (STOKES)
 31. NUNC PRO TUNC ORDER OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI TO RETAIN LEGAL COUNSEL. (FOOTE)
 32. ORDER CONFIRMING THE MAYOR'S TEMPORARY APPOINTMENT OF ROBERT LEE AS DIRECTOR OF THE DEPARTMENT OF PUBLIC WORKS, CITY OF JACKSON, MISSISSIPPI. (LUMUMBA)
 33. ORDER RATIFYING CONTRACTS RELATED TO THE EMERGENCY REPAIRS TO THALIA MARA HALL AND THE ARTS CENTER OF MISSISSIPPI IN PREPARATION FOR THE U.S.A. INTERNATIONAL BALLET COMPETITION. (R.LEE, LUMUMBA)

DISCUSSION

34. DISCUSSION: MR. BROWN (STOKES)
35. DISCUSSION: CITY GRANT PROGRAMS (HARTLEY)
36. DISCUSSION: TRAFFIC LIGHTS (LEE)
37. DISCUSSION: LITIGATION (FOOTE)
38. DISCUSSION: PERSONNEL (FOOTE)

PRESENTATION

PROCLAMATION

RESOLUTIONS

REPORT FROM MEMBERS, MAYOR, DEPARTMENT DIRECTORS

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

ANNOUNCEMENTS

ADJOURNMENT

AGENDA ITEMS IN COMMITTEE

CONSENT

AGENDA

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City of Jackson

Minute Book Summary

AGENDA DATE: May 9, 2023

OFFICE OF THE CITY CLERK
J. M. LUMUMBA
5/5/23

ORDER APPROVING CLAIMS APPEARING AT PAGES 421 TO INCLUSIVE THEREON, ON MUNICIPAL 'DOCKET OF CLAIMS', IN THE AMOUNT OF \$7,025,606.41 FOR AND MAKING APPROPRIATION FOR THE PAYMENT THEREOF.

Fund	Fund Description	Amount
0001	GENERAL FUND	\$2,015,841.78
0003	SEIZURE & FORF PROP-FED	\$49,666.67
0004	TECHNOLOGY FUND	\$31,005.48
0005	PARKS & RECR. FUND	\$54,382.73
0007	BUSINESS IMPROV FUND (LANDSCP)	\$58,645.87
0009	LANDFILL/SANITATION FUND	\$809,534.29
0018	STATE TORT CLAIMS FUND	\$102,899.38
0030	WATER/SEWER REVENUE FUND	\$889.29
0031	WATER/SEWER OP & MAINT FUND	\$1,284,163.06
0032	WATER/SEWER CAPITAL IMPR FUND	\$36,474.82
0055	DISABILITY RELIEF FUND	\$107,882.66
0057	EMPLOYEES GROUP INSURANCE FUND	\$143,287.80
0076	KELLOGG FOUNDATION PROJECT	\$40,833.33
0085	HOUSING COMM DEV ACT (CDBG) FD	\$20,486.55
0115	UNEMPLOYMENT COMPENSATION REVO	\$36,302.23
0120	HOME PROGRAM FUND	\$47.95
0122	H O P W A GRANT - DEPT. OF HUD	\$104,340.28
57	INFRASTRUCTURE BOND 2020 \$32M	\$142,459.66
0173	1% INFRASTRUCTURE TAX	\$10,982.48
0187	TRANSPORTATION FUND	\$750,012.21
0192	FONDREN BUSINESS IMPROV FUND	\$3,962.12
0360	MHC BLIGHT ELIMINATION PROGRAM	\$27,750.06
0376	SIEMENS SETTLEMENT ACCOUNT	\$454,045.94
0379	ESG COVID CARES ACT	\$23,711.67
0382	CDBG COVID CARES	\$39,418.62
0390	ZOOLOGICAL PARK	\$38,133.02
0399	LIBRARY FUND	\$171,704.16
0401	DFA-SB2971-LIVINGSTON PARK	\$15,000.00
0404	DFA-SB2971-PETE BROWN GOLF	\$63,331.00
0406	DFA- THALIA MARA HALL \$2M	\$352,134.68
0430	2022 GO PLANETARIUM BOND \$7.5M	\$32,250.00
0432	BELHAVEN COMMUNITY IMPROVEMENT	\$4,026.62
		<u>\$7,025,606.41</u>

APPROVED FOR AGENDA
DEPARTMENT DIRECTOR
LEGAL
CAO
CFO
MAYOR'S OFFICE
ITEM # _____
AGENDA DATE 05/09/23
BY: THAMES, LUMUMBA

INITIALS
J.M. 5.5.23
RPW 5/5/23
FM 05/05/23
GAL 5/5/23

CITY OF JACKSON, MISSISSIPPI
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
A.M. 5/5/23

OFFICE OF THE CITY ATTORNEY

I hereby certify that the **CLAIMS DOCKET** for May 9, 2023 in the aggregate amount of \$7,025,606.41 was prepared under the direction and supervision of the Department of Finance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry, the information submitted is approved as to form for entry into NOVUS Agenda System. After approval by the City Council and submittal of the final Claims Docket, the form will be legally sufficient to satisfy the requirements outlined in Miss. Code Ann. § 21-39-7 and for payment authorization.

Sandra O. Moncure
Sondra O. Moncure
Deputy City Attorney

5-5-2023
DATE

City of Jackson

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

CHECK RUN: CD050923 05/09/2023
 DUE DATE: 05/09/2023

CASH ACCOUNT: 999	1100	REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	CHECK
VENDOR 63048	A-1 TRANSMISSION INC	0000	88230176	INV	05/09/2023	1313980		
	ACCOUNT DETAIL						250.00	
	1 00144120 6316			EMERGENCMOTOR VEH			250.00	
								250.00

65707	ABC TOWING/SALES	0000		INV	04/25/2023	052995		
	ACCOUNT DETAIL						75.00	
	1 00144220 6465			SUPPORT S AUTO + TR			75.00	
								75.00

65707	ABC TOWING/SALES	0000		INV	05/09/2023	053333		
	ACCOUNT DETAIL						75.00	
	1 00144220 6465			SUPPORT S AUTO + TR			75.00	
								75.00

65707	ABC TOWING/SALES	0000		INV	05/09/2023	053341		
	ACCOUNT DETAIL						75.00	
	1 00144220 6465			SUPPORT S AUTO + TR			75.00	
								75.00

1160	ACE BOLT & SCREW CO	0000	23001207	EFT	05/09/2023	595886		
	ACCOUNT DETAIL						103.60	
	1 00550480 6230			PARKS - M HAND TOOL			103.60	
								103.60

46444	ADAM EVANS WATERPROOF	0000		INV	05/09/2023	5874		
	ACCOUNT DETAIL						30,715.68	
	1 40643350 6419			DFA-TMH 2MOTHER PROF			30,715.68	
								30,715.68

51877	ADCO ELECTRIC INC	0000		INV	05/09/2023	2305*01		
	ACCOUNT DETAIL						101,150.00	
	1 40643350 6419			DFA-TMH 2MOTHER PROF			101,150.00	
								101,150.00

City of Jackson

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

CHECK RUN: CD050923 05/09/2023
 DUE DATE: 05/09/2023

5/9/23

CASH ACCOUNT	999	100	POOLED CASH - AP DISBURSEMENTS	REMIT	PG	TYPE	DUE DATE	INVOICE	AMOUNT	CHECK
VENDOR	51877	ADCO ELECTRIC INC		0000		INV	05/09/2023	2364*01		
		ACCOUNT DETAIL								
	1	43040820	2022 GO PL OTHER PROF					LINE AMOUNT	32,250.00	
51877	ADCO ELECTRIC INC			0000		INV	05/09/2023	27828		
		ACCOUNT DETAIL								
	1	40643350	DFA-TMH 2MOTHER PROF					LINE AMOUNT	10,580.00	
								CHECK TOTAL	143,980.00	
63174	ADVANCE AUTO PARTS IN			0000	99230154	INV	05/09/2023	9943311562285		
		ACCOUNT DETAIL								
	1	00144240	OPERATION MOTOR VEH					LINE AMOUNT	18.38	
63174	ADVANCE AUTO PARTS IN			0000	99230154	INV	05/09/2023	9943310761869		
		ACCOUNT DETAIL								
	1	00144240	OPERATION MOTOR VEH					LINE AMOUNT	2,799.90	
63174	ADVANCE AUTO PARTS IN			0000	99230154	INV	05/09/2023	9943310461815		
		ACCOUNT DETAIL								
	1	00144240	OPERATION MOTOR VEH					LINE AMOUNT	34.39	
63174	ADVANCE AUTO PARTS IN			0000	99230154	INV	05/09/2023	9943310461816		
		ACCOUNT DETAIL								
	1	00144240	OPERATION MOTOR VEH					LINE AMOUNT	213.82	
63174	ADVANCE AUTO PARTS IN			0000	99230154	INV	05/09/2023	9943310861916		
		ACCOUNT DETAIL								
	1	00144240	OPERATION MOTOR VEH					LINE AMOUNT	1,204.60	
63174	ADVANCE AUTO PARTS IN			0000	99230154	INV	05/09/2023	9943311162079		
		ACCOUNT DETAIL								
	1	00144240	OPERATION MOTOR VEH					LINE AMOUNT	161.49	
63174	ADVANCE AUTO PARTS IN			0000	99230154	INV	05/09/2023	9943311162072		
		ACCOUNT DETAIL								
	1	00144240	OPERATION MOTOR VEH					LINE AMOUNT	297.84	

City of Jackson

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Detail Invoice List

CHECK RUN: CD050923 05/09/2023
 DUE DATE: 05/09/2023



CASH ACCOUNT: 999		1100		POOLED CASH - AP DISBURSEMENTS					
VENDOR	REMIT.	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK	
63174	0000	99230154	INV	05/09/2023	9943310961960				
			OPERATION MOTOR VEH		LINE AMOUNT	284.04			
					284.04				
63174	0000	99230154	INV	05/09/2023	9943310961957				
			VEHICLE M MOTOR VEH		LINE AMOUNT	318.24			
					318.24				
63174	0000	99230154	INV	05/09/2023	9943310861922				
			OPERATION MOTOR VEH		LINE AMOUNT	427.79			
					427.79				
63174	0000	99230154	INV	05/09/2023	9823310381998				
			OPERATION MOTOR VEH		LINE AMOUNT	90.33			
					90.33				
63174	0000	99230154	INV	05/09/2023	9943310361779				
			CARE & MA MOTOR VEH		LINE AMOUNT	30.80			
					30.80				
63174	0000	99230154	INV	05/09/2023	9943310361759				
			COMPUTER MOTOR VEH		LINE AMOUNT	30.80			
					30.80				
63174	0000	99230154	INV	05/09/2023	9443310861921				
			SBD - D MOTOR VEH		LINE AMOUNT	46.79			
					46.79				
63174	0000	99230154	INV	05/09/2023	9943310361769				
			VEHICLE M MOTOR VEH		LINE AMOUNT	146.00			
					146.00				
63174	0000	99230154	INV	05/09/2023	9943310361767				
			VEHICLE M MOTOR VEH		LINE AMOUNT	115.68			
					115.68				



City of Jackson

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Detail Invoice List

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CASH ACCOUNT	999	1100	REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	CHECK
VENDOR	63174	ADVANCE AUTO PARTS IN	0000	99230154	INV	05/09/2023	9943310361766		VOUCHER
		ACCOUNT DETAIL							
	1	00145610 6316		VEHICLE M MOTOR VEH			89.94	89.94	
		ACCOUNT TOTAL						146.00	
63174		ADVANCE AUTO PARTS IN	0000	99230154	INV	05/09/2023	9943310361768		
		ACCOUNT DETAIL							
	1	00145610 6316		VEHICLE M MOTOR VEH			146.00		
		ACCOUNT TOTAL						6,456.83	
62507		ADVANCED ENVIRONMENTA	0000		EFT	05/09/2023	3023		
		ACCOUNT DETAIL							
	1	08596430 6485		LEAD INTR CONTRACT			1,500.00	1,500.00	
62507		ADVANCED ENVIRONMENTA	0000		EFT	05/09/2023	3024		
		ACCOUNT DETAIL							
	1	08596430 6485		LEAD INTR CONTRACT			1,500.00	1,500.00	
62507		ADVANCED ENVIRONMENTA	0000		EFT	05/09/2023	3027		
		ACCOUNT DETAIL							
	1	08596430 6485		LEAD INTR CONTRACT			1,500.00	1,500.00	
		ACCOUNT TOTAL						4,500.00	
66407		ADVANCED MICROSYSTEMS	0000	23001080	EFT	05/09/2023	5576		
		ACCOUNT DETAIL							
	1	00490400 6234		COMPUTER COMPUTER			1,562.66	1,562.66	
		ACCOUNT TOTAL						1,562.66	
72839		AED SECURITY SERVICES	0000	23001119	INV	05/09/2023	0018136		
		ACCOUNT DETAIL							
	1	00550125 6299		PROGRAMMIOTHER OPE			711.00		
	2	00550125 6419		PROGRAMMIOTHER PRO			400.00		
		ACCOUNT TOTAL						1,111.00	

City of Jackson



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CASH ACCOUNT	999	1100	REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	CHECK
72839	AED SECURITY SERVICES	0000	23001123	INV	05/09/2023	0018135			
	ACCOUNT DETAIL								
	1	00550110	6419	ADMIN PAR	OTHER PRO			820.00	
	2	00550140	6299	TENNIS CO	OTHER OPE			711.00	
								1,531.00	
								2,642.00	
40432	AIRGAS USA INC	0000	88230160	EFT	05/09/2023	9996004057			
	ACCOUNT DETAIL								
	1	00144160	6289	FIRE VEHI	OTHER OPE			64.01	
								64.01	
401766	AIRSOUTH, LLC	0000	23001147	INV	05/09/2023	83604853			
	ACCOUNT DETAIL								
	1	00550125	6419	PROGRAMM	MOTHER PRO			89.00	
	2	00550125	6461	PROGRAMM	BUILDINGS			449.44	
								538.44	
401766	AIRSOUTH, LLC	0000	23001146	INV	05/09/2023	83601094			
	ACCOUNT DETAIL								
	1	00550125	6419	PROGRAMM	MOTHER PRO			89.00	
	2	00550125	6461	PROGRAMM	BUILDINGS			449.44	
								538.44	
73555	ALL ABOUT ANIMALS VET	0000		INV	05/09/2023	04182023			
	ACCOUNT DETAIL								
	1	39049800	6461	ZOO PARK	OTHER PROF			20,515.25	
								20,515.25	
41630	ALOHA LOCK & KEY SHOP	0000	77230481	INV	05/09/2023	58773			
	ACCOUNT DETAIL								
	1	00145300	6461	CARE & MA	BUILDINGS			14.00	
								14.00	
41630	ALOHA LOCK & KEY SHOP	0000	77230480	INV	05/09/2023	58772			
	ACCOUNT DETAIL								
	1	00145300	6461	CARE & MA	BUILDINGS			12.00	
								12.00	



City of Jackson

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

CHECK RUN: CD050923 05/09/2023
 DUE DATE: 05/09/2023

CASH ACCOUNT	389	1100	REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	CHECK
VENDOR	30736	APAC MISS INC	0000		EFT	05/09/2023	4000146209		
		ACCOUNT DETAIL					LINE AMOUNT		
		1 00145124 6320		SBD - PAV	ASPHALT-R		993.00	993.00	
30736	APAC MISS INC	ACCOUNT DETAIL	0000		EFT	05/09/2023	4000146431		
		1 00145124 6516		SBD - PAV	UNIFORMS		2,030.90	2,030.90	
30736	APAC MISS INC	ACCOUNT DETAIL	0000		EFT	05/09/2023	4000146538		
		1 00145124 6516		SBD - PAV	UNIFORMS		1,263.00	1,263.00	
30736	APAC MISS INC	ACCOUNT DETAIL	0000		EFT	05/09/2023	4000146680		
		1 00145124 6516		SBD - PAV	UNIFORMS		1,367.10	1,367.10	
30736	APAC MISS INC	ACCOUNT DETAIL	0000		EFT	05/09/2023	4000146324		
		1 00145124 6320		SBD - PAV	ASPHALT-R		548.25	548.25	
30736	APAC MISS INC	ACCOUNT DETAIL	0000		EFT	05/09/2023	4000139254		
		1 00145124 6320		SBD - PAV	ASPHALT-R		845.25	845.25	
30736	APAC MISS INC	ACCOUNT DETAIL	0000		EFT	05/09/2023	4000139318		
		1 00145124 6320		SBD - PAV	ASPHALT-R		1,464.75	1,464.75	
30736	APAC MISS INC	ACCOUNT DETAIL	0000		EFT	05/09/2023	400138958		
		1 00145124 6320		SBD - PAV	ASPHALT-R		612.00	612.00	
30736	APAC MISS INC	ACCOUNT DETAIL	0000		EFT	05/09/2023	4000139122		
		1 00145124 6320		SBD - PAV	ASPHALT-R		195.00	195.00	
							CHECK TOTAL	11,161.40	



City of Jackson

ACCOUNTS PAYABLE CHECK RUN REPORT

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CHECK RUN: CD050923 05/09/2023
 DUE DATE: 05/09/2023

CASH ACCOUNT	999	1100	POOLED CASH - AP DISBURSEMENTS	REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	CHECK
VENDOR	1850	ARENDR PLUMBING & HE	23001179	0000	INV	05/09/2023	1032833			
		ACCOUNT DETAIL						LINE AMOUNT	290.92	
		1 00550430 6314	PARKS -GO PLUMBING					CHECK TOTAL	290.92	
401246		ARTHUR V DAVIS		0000	INV	05/09/2023	001112737			
		ACCOUNT DETAIL						LINE AMOUNT	100.00	
		1 00550126 6419	ATHLETICS OTHER PRO					CHECK TOTAL	100.00	
70455		AT & T MOBILITY		0000	INV	05/09/2023	X04082023			
		ACCOUNT DETAIL						LINE AMOUNT	2,685.07	
		1 18756520 6455	TRANSIT S CELLULAR P					CHECK TOTAL	2,685.07	
70455		AT & T MOBILITY		0000	INV	05/09/2023	X04052023			
		ACCOUNT DETAIL						LINE AMOUNT	5,770.20	
		1 18756520 6455	TRANSIT S CELLULAR P					CHECK TOTAL	5,770.20	
20225		ATMOS ENERGY		0000	EFT	05/09/2023	3055960056042823			
		ACCOUNT DETAIL						LINE AMOUNT	40,640.87	
		1 001 2358	GENERAL F DUE TO ATM					CHECK TOTAL	40,640.87	
72106		IEH AUTO PARTS DAB		0000	INV	05/09/2023	344143285			
		ACCOUNT DETAIL						LINE AMOUNT	44.00	
		1 00144240 6316	OPERATION MOTOR VEH					CHECK TOTAL	44.00	
72106		IEH AUTO PARTS DAB		0000	INV	05/09/2023	344143256			
		ACCOUNT DETAIL						LINE AMOUNT	108.46	
		1 00144240 6316	OPERATION MOTOR VEH					CHECK TOTAL	108.46	

City of Jackson

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CASH ACCOUNT	999	1100	POOLED CASH - AP DISBURSEMENTS	REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
VENDOR	72106	IEH AUTO PARTS DAB	0000	99230148	INV	05/09/2023	344142694				
		ACCOUNT DETAIL					LINE AMOUNT				
		1 00144240 6316			OPERATION MOTOR VEH		67.09				
		ACCOUNT DETAIL					LINE AMOUNT				
		1 00144240 6316			OPERATION MOTOR VEH		205.03				
		ACCOUNT DETAIL					LINE AMOUNT				
		1 00144240 6316			OPERATION MOTOR VEH		166.59				
		ACCOUNT DETAIL					LINE AMOUNT				
		1 00144240 6316			OPERATION MOTOR VEH		132.14				
		ACCOUNT DETAIL					LINE AMOUNT				
		1 00144240 6316			OPERATION MOTOR VEH		30.28				
		ACCOUNT DETAIL					LINE AMOUNT				
		1 00144240 6316			OPERATION MOTOR VEH		104.65				
		ACCOUNT DETAIL					LINE AMOUNT				
		1 00144240 6316			OPERATION MOTOR VEH		40.77				
		ACCOUNT DETAIL					LINE AMOUNT				
		1 00144240 6316			OPERATION MOTOR VEH		43.11				
		ACCOUNT DETAIL					LINE AMOUNT				
		1 00144240 6316			OPERATION MOTOR VEH		95.12				



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CASH ACCOUNT:	999	1100	POOLED CASH - AP DISBURSEMENTS	REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	CHECK
VENDOR	62100	AUTOZONE		0000	99230192	EFT	05/09/2023	0037980521		
		ACCOUNT DETAIL						LINE AMOUNT	6.52	
		1 00144240 6316	OPERATION MOTOR VEH							
62100	AUTOZONE			0000	99230192	EFT	05/09/2023	0037980074		
		ACCOUNT DETAIL						LINE AMOUNT	6.52	
		1 00144240 6316	OPERATION MOTOR VEH							
62100	AUTOZONE			0000	99230192	EFT	05/09/2023	0037966790		
		ACCOUNT DETAIL						LINE AMOUNT	178.92	
		1 00144240 6316	OPERATION MOTOR VEH							
62100	AUTOZONE			0000	99230192	EFT	05/09/2023	0037964576		
		ACCOUNT DETAIL						LINE AMOUNT	469.79	
		1 00144240 6316	OPERATION MOTOR VEH							
62100	AUTOZONE			0000	99230192	EFT	05/09/2023	0037963317		
		ACCOUNT DETAIL						LINE AMOUNT	56.19	
		1 00144240 6316	OPERATION MOTOR VEH							
62100	AUTOZONE			0000	99230192	EFT	05/09/2023	0037971846		
		ACCOUNT DETAIL						LINE AMOUNT	70.18	
		1 00144240 6316	OPERATION MOTOR VEH							
62100	AUTOZONE			0000	99230192	EFT	05/09/2023	0037949071		
		ACCOUNT DETAIL						LINE AMOUNT	45.98	
		1 00144240 6316	OPERATION MOTOR VEH							
62100	AUTOZONE			0000	99230192	EFT	05/09/2023	0037959850		
		ACCOUNT DETAIL						LINE AMOUNT	215.98	
		1 00144240 6316	OPERATION MOTOR VEH							
62100	AUTOZONE			0000	99230192	EFT	05/09/2023	0037955659		
		ACCOUNT DETAIL						LINE AMOUNT	34.38	
		1 00144240 6316	OPERATION MOTOR VEH							

City of Jackson

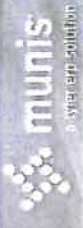
ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

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CASH ACCOUNT	999	1100	REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	CHECK
VENDOR	71898	BANCORPSOUTH BANK	0000		INV	05/09/2023	04/28/2023		
ACCOUNT DETAIL									
	1	00145300	6922	CARE & MA	LEASE-ENE			186,946.54	
	2	00145300	6612	CARE & MA	INTEREST			14,808.33	
								CHECK TOTAL	201,754.87
									201,754.87
72805	BATES COMMUNICATIONS,		0000	23001188	INV	05/09/2023	0000893		
ACCOUNT DETAIL									
	1	00550125	6419	PROGRAM	MOTHER PRO			579.98	
								CHECK TOTAL	579.98
									579.98
2548	BELT WAREHOUSE		0000	23001211	INV	05/09/2023	133727		
ACCOUNT DETAIL									
	1	39049800	6299	ZOO PARK	OTHER OPER			107.04	
								CHECK TOTAL	107.04
									107.04
401708	BERKSHIRE HATHAWAY SP		0000		INV	05/09/2023	04012023		
ACCOUNT DETAIL									
	1	05755870	6495	EXCESS RI	LIFE INS			54,787.80	
								CHECK TOTAL	54,787.80
									54,787.80
66150	BIG 10 TIRES & ACCESS		0000	99230136	INV	05/09/2023	2082264		
ACCOUNT DETAIL									
	1	00145125	6316	SBD - D	MOTOR VEH			443.96	
								CHECK TOTAL	443.96
									443.96
63385	BLOUNT RICHARD MD		0000		INV	05/09/2023	5083		
ACCOUNT DETAIL									
	1	39954000	6512	LIBRARY F	BUILDING			9,453.50	
	2	00142810	6512	RCMGT	BUILDING R			3,496.50	
								CHECK TOTAL	12,950.00
									12,950.00



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CASH ACCOUNT:	999	1100	POOLED CASH - AP DISBURSEMENTS			INVOICE	AMOUNT	VOUCHER	CHECK
VENDOR	401777	BRENDEN JOHNSON	REMIT	PO	TYPE	DUE DATE			
		ACCOUNT DETAIL	0000		INV	05/09/2023	0011122741		
		1 00550126 6419			ATHLETICS OTHER PRO		198.00		198.00
							CHECK TOTAL		198.00
41229		BUDGET OFFICE FURNITU	0000	23001129	INV	05/09/2023	73978		
		ACCOUNT DETAIL					LINE AMOUNT		929.00
		1 00490400 6239			COMPUTER NON OFFICE		929.00		929.00
							CHECK TOTAL		929.00
70053		BUSINESS & OFFICE KON	0000	23000956	EFT	05/09/2023	12670		
		ACCOUNT DETAIL			ADMINISTR CLEANING		LINE AMOUNT		2,774.58
		1 00144224 6213					2,774.58		2,774.58
							CHECK TOTAL		2,774.58
70053		BUSINESS & OFFICE KON	0000	23001164	EFT	05/09/2023	12720		
		ACCOUNT DETAIL			PROGRAMMIRECREATIO		LINE AMOUNT		4,475.82
		1 00550125 6221					4,475.82		4,475.82
							CHECK TOTAL		7,250.40
50215		BUSINESS COMM INC BCI	0000	23000408	EFT	05/09/2023	156756		
		ACCOUNT DETAIL			PUBLIC IN OFFICE SU		LINE AMOUNT		138.69
		1 00140170 6218					138.69		138.69
							CHECK TOTAL		138.69
3420		CAMP SERVICES & PARTS	0000	23001024	INV	05/09/2023	45970		
		ACCOUNT DETAIL			FIRE STAT MACHINE/E		LINE AMOUNT		1,275.19
		1 00144170 6464					1,275.19		1,275.19
							CHECK TOTAL		1,275.19
3420		CAMP SERVICES & PARTS	0000	23001024	INV	05/09/2023	45936		
		ACCOUNT DETAIL			FIRE STAT MACHINE/E		LINE AMOUNT		1,275.19
		1 00144170 6464					1,275.19		1,275.19

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VENDOR	CASH ACCOUNT#	999	1100	REMIT	PO	TYPE	DUE DATE	INVOICE	CHECK TOTAL	AMOUNT	VOUCHER	CHECK
71890	CANON FINANCIAL SERVI			0000		INV	05/09/2023	INV6265690		1,275.19		
	ACCOUNT DETAIL											
	1 00141410 6514					PURCHASIN RENTAL OF		LINE AMOUNT	354.50			
								CHECK TOTAL		354.50		
401782	CARSON CONSULTING SER			0000		EFT	05/09/2023	500				
	ACCOUNT DETAIL											
	1 07640745 6419					KELLOG OTHER PROF		LINE AMOUNT	3,333.33			
								CHECK TOTAL		3,333.33		
401325	CBS TRANSPORT, INC.			0000		INV	05/09/2023	1024				
	ACCOUNT DETAIL											
	1 40150130 6419					DFA-LIVING OTHER PROF		LINE AMOUNT	15,000.00			
								CHECK TOTAL		15,000.00		
40789	CINTAS CORPORATION			0000		EFT	05/09/2023	4148206552				
	ACCOUNT DETAIL											
	1 00145125 6516					SBD - D UNIFORMS,		LINE AMOUNT	164.09			
								CHECK TOTAL		164.09		
40789	CINTAS CORPORATION			0000		EFT	05/09/2023	4151009563				
	ACCOUNT DETAIL											
	1 00145124 6516					SBD - PAV UNIFORMS,		LINE AMOUNT	10.52			
								CHECK TOTAL		10.52		
40789	CINTAS CORPORATION			0000		EFT	05/09/2023	4152421824				
	ACCOUNT DETAIL											
	1 00145124 6516					SBD - PAV UNIFORMS,		LINE AMOUNT	87.83			
								CHECK TOTAL		87.83		
40789	CINTAS CORPORATION			0000		EFT	05/09/2023	4153166420				
	ACCOUNT DETAIL											
	1 00145300 6516					CARE & MA UNIFORMS,		LINE AMOUNT	117.78			
								CHECK TOTAL		117.78		



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CASH ACCOUNT	599	1100	REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	CHECK
VENDOR	40789	CINTAS CORPORATION	0000		EFT	05/09/2023	4153166487		
		ACCOUNT DETAIL					LINE AMOUNT		
	1	00145700 6516		CUSTODIAL UNIFORMS,			168.07		
	40789	CINTAS CORPORATION	0000		EFT	05/09/2023	4152298795		
		ACCOUNT DETAIL					LINE AMOUNT		
	1	00144410 6516		ADMINISTR UNIFORMS,			48.41		
	40789	CINTAS CORPORATION	0000		EFT	04/25/2023	4153150737		
		ACCOUNT DETAIL					LINE AMOUNT		
	1	00145124 6516		SBD - PAV UNIFORMS,			87.83		
	40789	CINTAS CORPORATION	0000		EFT	05/09/2023	4153150569		
		ACCOUNT DETAIL					LINE AMOUNT		
	1	00145124 6516		SBD - PAV UNIFORMS,			10.52		
	40789	CINTAS CORPORATION	0000		EFT	05/09/2023	4153150768		
		ACCOUNT DETAIL					LINE AMOUNT		
	1	03152215 6516		MAINTENAN UNIFORMS,			52.24		
	40789	CINTAS CORPORATION	0000		EFT	05/09/2023	4148911827		
		ACCOUNT DETAIL					LINE AMOUNT		
	1	00145125 6516		SBD - D UNIFORMS,			164.09		
	40789	CINTAS CORPORATION	0000		EFT	05/09/2023	4153151160		
		ACCOUNT DETAIL					LINE AMOUNT		
	1	00145125 6516		SBD - D UNIFORMS,			209.00		
	40789	CINTAS CORPORATION	0000		EFT	05/09/2023	4151616809		
		ACCOUNT DETAIL					LINE AMOUNT		
	1	00950610 6516		LANDFILL UNIFORMS,			99.99		
	40789	CINTAS CORPORATION	0000		EFT	05/09/2023	4152299041		
		ACCOUNT DETAIL					LINE AMOUNT		
	1	00950610 6516		LANDFILL UNIFORMS,			99.99		

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CASH ACCOUNT	999	1100	REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	CHECK
VENDOR	40789	CINTAS CORPORATION	0000		EFT	05/09/2023	4153011948		VOUCHER
		ACCOUNT DETAIL							
	1	00950610 6516		LANDFILL	UNIFORMS,		LINE AMOUNT	99.99	
40789		CINTAS CORPORATION	0000		EFT	05/09/2023	4153840987	99.99	
		ACCOUNT DETAIL							
	1	00145700 6516		CUSTODIAL	UNIFORMS,		LINE AMOUNT	168.07	
40789		CINTAS CORPORATION	0000		EFT	05/09/2023	4153840949	168.07	
		ACCOUNT DETAIL							
	1	00145300 6516		CARE & MA	UNIFORMS,		LINE AMOUNT	117.78	
40789		CINTAS CORPORATION	0000		EFT	05/09/2023	4153826512	117.78	
		ACCOUNT DETAIL							
	1	03152215 6516		MAINTENAN	UNIFORMS,		LINE AMOUNT	14.57	
40789		CINTAS CORPORATION	0000		EFT	05/09/2023	4153826439	14.57	
		ACCOUNT DETAIL							
	1	03152215 6516		MAINTENAN	UNIFORMS,		LINE AMOUNT	50.24	
40789		CINTAS CORPORATION	0000		EFT	05/09/2023	4153826291	50.24	
		ACCOUNT DETAIL							
	1	00145124 6516		SBD - PAV	UNIFORMS,		LINE AMOUNT	34.87	
40789		CINTAS CORPORATION	0000		EFT	05/09/2023	4153826542	34.87	
		ACCOUNT DETAIL							
	1	00145124 6516		SBD - PAV	UNIFORMS,		LINE AMOUNT	171.89	
40789		CINTAS CORPORATION	0000		EFT	05/09/2023	4153011653	171.89	
		ACCOUNT DETAIL							
	1	00144410 6516		ADMINISTR	UNIFORMS,		LINE AMOUNT	48.41	
40789		CINTAS CORPORATION	0000		EFT	05/09/2023	4153705855	48.41	
		ACCOUNT DETAIL							
	1	00144410 6516		ADMINISTR	UNIFORMS,		LINE AMOUNT	48.41	



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CASH ACCOUNT	999	1100	REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	CHECK
VENDOR	40789	CINTAS CORPORATION	0000		EFT	05/09/2023	4153626813		VOUCHER
ACCOUNT DETAIL							LINE AMOUNT		
1	03152220	6516			OPERATION UNIFORMS,		218.01		
40789	CINTAS CORPORATION	0000			EFT	05/09/2023	4153705795	218.01	
ACCOUNT DETAIL							LINE AMOUNT		
1	00146130	6516			P-W- PARK UNIFORMS,		12.48		
40789	CINTAS CORPORATION	0000			EFT	05/09/2023	4153706115	12.48	
ACCOUNT DETAIL							LINE AMOUNT		
1	00950610	6516			LANDFILL UNIFORMS,		99.99		
40789	CINTAS CORPORATION	0000			EFT	05/09/2023	5155065449	99.99	
ACCOUNT DETAIL							LINE AMOUNT		
1	00144120	6316			EMERGENCMOTOR VEH		25.52		
40789	CINTAS CORPORATION	0000			EFT	05/09/2023		25.52	
ACCOUNT DETAIL							CHECK TOTAL		2,430.59
66021	COMCAST CABLE	0000			INV	05/09/2023	03202023		
ACCOUNT DETAIL							LINE AMOUNT		
1	00550430	6419			PARKS -GO OTHER PRO		294.85		
66021	COMCAST CABLE	0000			INV	05/09/2023	8396410441934953	294.85	
ACCOUNT DETAIL							LINE AMOUNT		
1	00550430	6419			PARKS -GO OTHER PRO		166.30		
66021	COMCAST CABLE	0000			INV	05/09/2023		166.30	
ACCOUNT DETAIL							CHECK TOTAL		461.15
400117	CONNETICS TRANSPORTAT	0000			INV	05/09/2023	29 JACKSON-TPS		
ACCOUNT DETAIL							LINE AMOUNT		
1	18756530	6419			CAPITAL M OTHER PRO		28,608.10		
400117	CONNETICS TRANSPORTAT	0000			INV	05/09/2023		28,608.10	
ACCOUNT DETAIL							CHECK TOTAL		28,608.10
4402	CONSOLIDATED PIPE & S	0000			INV	05/09/2023	0426365-000-000		
ACCOUNT DETAIL							LINE AMOUNT		
1	031	1503			WATER/SEW/WATER/SEW		25,512.00		
4402	CONSOLIDATED PIPE & S	0000			INV	05/09/2023		25,512.00	
ACCOUNT DETAIL							CHECK TOTAL		25,512.00

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CASH ACCOUNT	999	1300	REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	CHECK
VENDOR	4402		0000	23000220	INV	05/09/2023	0426365-001-000		VOUCHER
									CHECK
							LINE AMOUNT		
							14,760.00		
								14,760.00	
									CHECK TOTAL
401311			0000	23001219	INV	05/09/2023	6780004301		
							LINE AMOUNT		
							1,764.00		
								1,764.00	
									CHECK TOTAL
401314			0000		INV	05/09/2023	11891		
							LINE AMOUNT		
							65,275.00		
								65,275.00	
									CHECK TOTAL
71998			0000		INV	05/09/2023	03012023 03312023		
							LINE AMOUNT		
							549.28		
								549.28	
									CHECK TOTAL
71998			0000		INV	05/09/2023	03082023 04072023		
							LINE AMOUNT		
							2,197.12		
								2,197.12	
									CHECK TOTAL
4800			0000	88230177	INV	05/09/2023	C6-44721		
							LINE AMOUNT		
							440.07		
								440.07	
									CHECK TOTAL
4800			0000	88230184	INV	05/09/2023	C6-44949		
							LINE AMOUNT		
							102.15		
								102.15	
									CHECK TOTAL
								102.15	
								542.22	



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CASH ACCOUNT	999	1100	POOLED CASH - AP DISBURSEMENTS	REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
VENDOR	401662		DELAGE LANDEN FINANCI	0000		INV	05/09/2023	79593833			
			ACCOUNT DETAIL								
	1	18756520	6514			TRANSIT S RENTAL OF			509.25		
									CHECK TOTAL		509.25
59323			DELTA MUFFLER & EXHAU	0000	23001082	INV	05/09/2023	2713			
			ACCOUNT DETAIL								
	1	00145300	6316			CARE & MA MOTOR VEH			1,883.02		
59323			DELTA MUFFLER & EXHAU	0000	23001082	INV	05/09/2023	2715			
			ACCOUNT DETAIL								
	1	00145300	6316			CARE & MA MOTOR VEH			1,016.51		
59323			DELTA MUFFLER & EXHAU	0000	23001082	INV	05/09/2023	2663			
			ACCOUNT DETAIL								
	1	03152140	6316			MAINTENAN MOTOR VEH			79.95		
59323			DELTA MUFFLER & EXHAU	0000	23001082	INV	05/09/2023	2704			
			ACCOUNT DETAIL								
	1	00145300	6316			CARE & MA MOTOR VEH			1,016.51		
59323			DELTA MUFFLER & EXHAU	0000	23001082	INV	05/09/2023	2776			
			ACCOUNT DETAIL								
	1	00144240	6316			OPERATION MOTOR VEH			1,823.86		
59323			DELTA MUFFLER & EXHAU	0000	99230176	INV	05/09/2023	2577			
			ACCOUNT DETAIL								
	1	00145300	6316			CARE & MA MOTOR VEH			60.00		
59323			DELTA MUFFLER & EXHAU	0000	99230176	INV	05/09/2023	2582			
			ACCOUNT DETAIL								
	1	00145300	6316			CARE & MA MOTOR VEH			40.00		
59323			DELTA MUFFLER & EXHAU	0000	99230176	INV	05/09/2023	2581			
			ACCOUNT DETAIL								
	1	00145300	6316			CARE & MA MOTOR VEH			775.00		



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CASH ACCOUNT: 999	1100	REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
60583	DPS CRIME LAB	0000		INV	05/09/2023	90130110			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 00144225 6419		CRIME LAB	OTHER PRO			360.00		
						CHECK TOTAL	360.00		
71805	EJES INC	0000		EFT	05/09/2023	222-10-12			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 17345190 6824		1% ENG CAPIMPROVEMEN				10,982.48		
						CHECK TOTAL	10,982.48		
70977	ELECTRONIC CASE MANAG	0000		INV	05/09/2023	DM101045M-04272023			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 00140794 6419		CLAIMS (O	OTHER PRO			12.60		
70977	ELECTRONIC CASE MANAG	0000		INV	05/09/2023	KS16246M-04272023			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 00140794 6419		CLAIMS (O	OTHER PRO			77.40		
70977	ELECTRONIC CASE MANAG	0000		INV	05/09/2023	CB101312M-04272023			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 00140794 6419		CLAIMS (O	OTHER PRO			47.80		
70977	ELECTRONIC CASE MANAG	0000		INV	05/09/2023	LT10314M-04272023			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 00140794 6419		CLAIMS (O	OTHER PRO			164.40		
70977	ELECTRONIC CASE MANAG	0000		INV	05/09/2023	SC106276M-04272023			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 00140794 6419		CLAIMS (O	OTHER PRO			35.40		
70977	ELECTRONIC CASE MANAG	0000		INV	05/09/2023	TW8639M-04272023			
	ACCOUNT DETAIL					LINE AMOUNT			
	1 00140794 6419		CLAIMS (O	OTHER PRO			32.80		

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CASH ACCOUNT	999	1100	POOLED CASH - AP DISBURSEMENTS	REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	CHECK
VENDOR	20377	ENERGY	ACCOUNT DETAIL	0000		INV	05/09/2023	106773187a050923	771.34	
			1 00550110 6451		ADMIN PAR	ELECTRIC L		LINE AMOUNT	771.34	
	20377	ENERGY	ACCOUNT DETAIL	0000		INV	05/09/2023	106773187b050923	991.73	
			1 00145300 6451		CARE & MA	ELECTRIC L		LINE AMOUNT	991.73	
	20377	ENERGY	ACCOUNT DETAIL	0000		INV	05/09/2023	106773187c050923	1,101.92	
			1 00144242 6451		PRECINCT	ELECTRIC L		LINE AMOUNT	1,101.92	
	20377	ENERGY	ACCOUNT DETAIL	0000		INV	05/09/2023	109392258050923	1,010.63	
			1 03152240 6451		FIELD O &	ELECTRIC L		LINE AMOUNT	1,010.63	
	20377	ENERGY	ACCOUNT DETAIL	0000		INV	05/09/2023	116755885050923	53.00	
			1 00145400 6451		STREET LI	ELECTRIC L		LINE AMOUNT	53.00	
	20377	ENERGY	ACCOUNT DETAIL	0000		INV	05/09/2023	122052038050923	42.03	
			1 00145124 6451		SBD - PAV	ELECTRIC L		LINE AMOUNT	42.03	
	20377	ENERGY	ACCOUNT DETAIL	0000		INV	05/09/2023	122087265050923	4,470.24	
			1 18756510 6451		JATRAM-OP	ELECTRIC L		LINE AMOUNT	4,470.24	
	20377	ENERGY	ACCOUNT DETAIL	0000		INV	05/09/2023	14866974050923	198.39	
			1 00550125 6451		PROGRAMMIELECTRIC L			LINE AMOUNT	198.39	
	20377	ENERGY	ACCOUNT DETAIL	0000		INV	05/09/2023	14907869050923	115.90	
			1 00550410 6451		PARKS - M	ELECTRIC L		LINE AMOUNT	115.90	

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CASH ACCOUNT	REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	CHECK
20377	0000		INV	05/09/2023	15045388050923		
ACCOUNT DETAIL							
1	00145300	6451	CARE & MA	ELECTRIC L	5,717.50	5,717.50	
20377	0000		INV	05/09/2023	15155054050923		
ACCOUNT DETAIL							
1	03152130	6451	FEWELL WT	ELECTRIC L	12.87	12.87	
20377	0000		INV	05/09/2023	151601176050923		
ACCOUNT DETAIL							
1	00550410	6451	PARKS - M	ELECTRIC L	860.34	860.34	
20377	0000		INV	05/09/2023	15342678050923		
ACCOUNT DETAIL							
1	00550410	6451	PARKS - M	ELECTRIC L	902.92	902.92	
20377	0000		INV	05/09/2023	15349574050923		
ACCOUNT DETAIL							
1	00143600	6451	SMITH ROB	ELECTRIC L	1,277.74	1,277.74	
20377	0000		INV	05/09/2023	15403033050923		
ACCOUNT DETAIL							
1	00550140	6451	TENNIS CO	ELECTRIC L	49.85	49.85	
20377	0000		INV	05/09/2023	15520547050923		
ACCOUNT DETAIL							
1	00550125	6451	PROGRAMME	ELECTRIC L	27.42	27.42	
20377	0000		INV	05/09/2023	15611205050923		
ACCOUNT DETAIL							
1	00145124	6451	SBD - PAV	ELECTRIC L	918.49	918.49	
20377	0000		INV	05/09/2023	15611452050923		
ACCOUNT DETAIL							
1	00145124	6451	SBD - PAV	ELECTRIC L	32.80	32.80	



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CASH ACCOUNT	999	1100	REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	CHECK
VENDOR	20377	ENTERGY	0000		INV	05/09/2023	15611999050923		
		ACCOUNT DETAIL					LINE AMOUNT	245.22	
		1 00145124 6451		SBD - PAV	ELECTRIC L				
	20377	ENTERGY	0000		INV	05/09/2023	15612260050923		
		ACCOUNT DETAIL					LINE AMOUNT	98.14	
		1 00145124 6451		SBD - PAV	ELECTRIC L				
	20377	ENTERGY	0000		INV	05/09/2023	15612476050923		
		ACCOUNT DETAIL					LINE AMOUNT	35.78	
		1 00145124 6451		SBD - PAV	ELECTRIC L				
	20377	ENTERGY	0000		INV	05/09/2023	15612740050923		
		ACCOUNT DETAIL					LINE AMOUNT	608.23	
		1 00144170 6451		FIRE STAT	ELECTRIC L				
	20377	ENTERGY	0000		INV	05/09/2023	15612971050923		
		ACCOUNT DETAIL					LINE AMOUNT	441.34	
		1 00144170 6451		FIRE STAT	ELECTRIC L				
	20377	ENTERGY	0000		INV	05/09/2023	15613425050923		
		ACCOUNT DETAIL					LINE AMOUNT	1,956.23	
		1 00145124 6451		SBD - PAV	ELECTRIC L				
	20377	ENTERGY	0000		INV	05/09/2023	15616998050923		
		ACCOUNT DETAIL					LINE AMOUNT	132.63	
		1 00144820 6451		TRAFFIC S	ELECTRIC L				
	20377	ENTERGY	0000		INV	05/09/2023	15617467050923		
		ACCOUNT DETAIL					LINE AMOUNT	52.68	
		1 00550430 6451		PARKS -GO	ELECTRIC L				
	20377	ENTERGY	0000		INV	05/09/2023	15617749050923		
		ACCOUNT DETAIL					LINE AMOUNT	32.27	
		1 00550180 6451		AQUATICS	ELECTRIC L				

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CASH ACCOUNT:	999	1100	POOLED CASH - AP DISBURSEMENTS			INVOICE	AMOUNT	VOUCHER	CHECK
VENDOR	20377	ENTERGY	REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	CHECK
			0000		INV	05/09/2023	15681497050923		
		ACCOUNT DETAIL					LINE AMOUNT		
		1 00950610 6451			LANDFILL		250.98		
		ACCOUNT DETAIL					LINE AMOUNT		
		1 00145400 6451			STREET LI		27.57		
		ACCOUNT DETAIL					LINE AMOUNT		
		1 00145400 6451			STREET LI		133.86		
		ACCOUNT DETAIL					LINE AMOUNT		
		1 00144170 6451			FIRE STAT		494.83		
		ACCOUNT DETAIL					LINE AMOUNT		
		1 00145400 6451			STREET LI		164.55		
		ACCOUNT DETAIL					LINE AMOUNT		
		1 00145300 6451			CARE & MA		6,529.46		
		ACCOUNT DETAIL					LINE AMOUNT		
		1 00144310 6451			TELECOMMUELECTRIC L		1,066.83		
		ACCOUNT DETAIL					LINE AMOUNT		
		1 00144820 6451			TRAFFIC S		254.30		
		ACCOUNT DETAIL					LINE AMOUNT		
		1 00145300 6451			CARE & MA		2,456.16		

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CASH ACCOUNT	999	1100	REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	CHECK
VENDOR	20377	ENERGY	0000		INV	05/09/2023	16488759050923		
		ACCOUNT DETAIL					LINE AMOUNT		
		1 00550140 6451		TENNIS CO	ELECTRIC L		494.85		
20377	ENERGY	0000			INV	05/09/2023	16488975050923		
		ACCOUNT DETAIL					LINE AMOUNT		
		1 00144170 6451		FIRE STAT	ELECTRIC L		512.76		
20377	ENERGY	0000			INV	05/09/2023	16547283050923		
		ACCOUNT DETAIL					LINE AMOUNT		
		1 00144170 6451		FIRE STAT	ELECTRIC L		49.06		
20377	ENERGY	0000			INV	05/09/2023	16548422050923		
		ACCOUNT DETAIL					LINE AMOUNT		
		1 00144170 6451		FIRE STAT	ELECTRIC L		390.95		
20377	ENERGY	0000			INV	05/09/2023	16664302050923		
		ACCOUNT DETAIL					LINE AMOUNT		
		1 00144220 6451		SUPPORT S	ELECTRIC L		3,614.83		
20377	ENERGY	0000			INV	05/09/2023	16664500050923		
		ACCOUNT DETAIL					LINE AMOUNT		
		1 00144170 6451		FIRE STAT	ELECTRIC L		507.67		
20377	ENERGY	0000			INV	05/09/2023	16664666050923		
		ACCOUNT DETAIL					LINE AMOUNT		
		1 00144820 6451		TRAFFIC S	ELECTRIC L		243.35		
20377	ENERGY	0000			INV	05/09/2023	16665325050923		
		ACCOUNT DETAIL					LINE AMOUNT		
		1 00550410 6451		PARKS - M	ELECTRIC L		198.22		
20377	ENERGY	0000			INV	05/09/2023	16665655050923		
		ACCOUNT DETAIL					LINE AMOUNT		
		1 00550180 6451		AQUATICS	ELECTRIC L		29.00		



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CASH ACCOUNT	999	1100	POOLED CASH - AP DISBURSEMENTS	REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	CHECK
20377	ENTERGY			0000		INV	05/09/2023	16666216050923		
			ACCOUNT DETAIL					LINE AMOUNT	32.27	
		1	00550410 6451			PARKS - M			32.27	
20377	ENTERGY			0000		INV	05/09/2023	16666604050923		
			ACCOUNT DETAIL					LINE AMOUNT	32.27	
		1	00550410 6451			PARKS - M			32.27	
20377	ENTERGY			0000		INV	05/09/2023	16667081050923		
			ACCOUNT DETAIL					LINE AMOUNT	32.27	
		1	00550410 6451			PARKS - M			32.27	
20377	ENTERGY			0000		INV	05/09/2023	16669152050923		
			ACCOUNT DETAIL					LINE AMOUNT	32.27	
		1	00550410 6451			PARKS - M			32.27	
20377	ENTERGY			0000		INV	05/09/2023	16669426050923		
			ACCOUNT DETAIL					LINE AMOUNT	32.27	
		1	00550410 6451			PARKS - M			32.27	
20377	ENTERGY			0000		INV	05/09/2023	166994004050923		
			ACCOUNT DETAIL					LINE AMOUNT	27.42	
		1	39049800 6451			ZOO PARK			27.42	
20377	ENTERGY			0000		INV	05/09/2023	166994012050923		
			ACCOUNT DETAIL					LINE AMOUNT	27.42	
		1	39049800 6451			ZOO PARK			27.42	
20377	ENTERGY			0000		INV	05/09/2023	166994020050923		
			ACCOUNT DETAIL					LINE AMOUNT	27.42	
		1	39049800 6451			ZOO PARK			27.42	
20377	ENTERGY			0000		INV	05/09/2023	166994046050923		
			ACCOUNT DETAIL					LINE AMOUNT	191.60	
		1	39049800 6451			ZOO PARK			191.60	



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CASH ACCOUNT	999	1100	POOLED CASH - AP DISBURSEMENTS	REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	CHECK
VENDOR	20377	ENTERGY		0000		INV	05/09/2023	166994053050923		
		ACCOUNT DETAIL						LINE AMOUNT	55.68	
		1 39049800 6451	ZOO PARK ELECTRIC L							
20377	ENTERGY			0000		INV	05/09/2023	166994061050923		
		ACCOUNT DETAIL						LINE AMOUNT	178.99	
		1 39049800 6451	ZOO PARK ELECTRIC L							
20377	ENTERGY			0000		INV	05/09/2023	166994079050923		
		ACCOUNT DETAIL						LINE AMOUNT	179.06	
		1 39049800 6451	ZOO PARK ELECTRIC L							
20377	ENTERGY			0000		INV	05/09/2023	166994087050923		
		ACCOUNT DETAIL						LINE AMOUNT	45.40	
		1 39049800 6451	ZOO PARK ELECTRIC L							
20377	ENTERGY			0000		INV	05/09/2023	166994095050923		
		ACCOUNT DETAIL						LINE AMOUNT	27.42	
		1 39049800 6451	ZOO PARK ELECTRIC L							
20377	ENTERGY			0000		INV	05/09/2023	166994103050923		
		ACCOUNT DETAIL						LINE AMOUNT	617.04	
		1 39049800 6451	ZOO PARK ELECTRIC L							
20377	ENTERGY			0000		INV	05/09/2023	166994111050923		
		ACCOUNT DETAIL						LINE AMOUNT	155.04	
		1 39049800 6451	ZOO PARK ELECTRIC L							
20377	ENTERGY			0000		INV	05/09/2023	166994129050923		
		ACCOUNT DETAIL						LINE AMOUNT	27.42	
		1 39049800 6451	ZOO PARK ELECTRIC L							
20377	ENTERGY			0000		INV	05/09/2023	166994137050923		
		ACCOUNT DETAIL						LINE AMOUNT	33.29	
		1 39049800 6451	ZOO PARK ELECTRIC L							

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CASH ACCOUNT: 999		1100		POOLED CASH - AP DISBURSEMENTS		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	CHECK
VENDOR	20377	ENTERGY	0000	INV	05/09/2023	166994152050923						
		ACCOUNT DETAIL								LINE AMOUNT		
		1 39049800 6451		ZOO PARK	ELECTRIC L					77.94		
20377	ENTERGY	0000	INV	05/09/2023		166994160050923						
		ACCOUNT DETAIL								LINE AMOUNT		
		1 39049800 6451		ZOO PARK	ELECTRIC L					535.77		
20377	ENTERGY	0000	INV	05/09/2023		166994178050923						
		ACCOUNT DETAIL								LINE AMOUNT		
		1 39049800 6451		ZOO PARK	ELECTRIC L					211.41		
20377	ENTERGY	0000	INV	05/09/2023		166994186050923						
		ACCOUNT DETAIL								LINE AMOUNT		
		1 39049800 6451		ZOO PARK	ELECTRIC L					70.84		
20377	ENTERGY	0000	INV	05/09/2023		166994194050923						
		ACCOUNT DETAIL								LINE AMOUNT		
		1 39049800 6451		ZOO PARK	ELECTRIC L					919.68		
20377	ENTERGY	0000	INV	05/09/2023		173344698050923						
		ACCOUNT DETAIL								LINE AMOUNT		
		1 00145400 6451		STREET LI	ELECTRIC L					46.14		
20377	ENTERGY	0000	INV	05/09/2023		17401779050923						
		ACCOUNT DETAIL								LINE AMOUNT		
		1 00145400 6451		STREET LI	ELECTRIC L					300.91		
20377	ENTERGY	0000	INV	05/09/2023		17446949050923						
		ACCOUNT DETAIL								LINE AMOUNT		
		1 00145400 6451		STREET LI	ELECTRIC L					357,802.86		
20377	ENTERGY	0000	INV	05/09/2023		17542267050923						
		ACCOUNT DETAIL								LINE AMOUNT		
		1 00140700 6451		LEGAL	ELECTRIC L					1,440.01		

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CASH ACCOUNT: 989		1100		POOLED CASH - AP DISBURSEMENTS		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
VENDOR	ENTERGY	20377	ENTERGY	0000	INV	05/09/2023	17566803050923	260.39					
	ACCOUNT DETAIL	1	00144242 6451		PRECINCT	ELECTRIC L					260.39		
20377	ENTERGY	0000			INV		17690843050923						
	ACCOUNT DETAIL	1	00142610 6451		OFFICE OF	ELECTRIC L					11.77		
20377	ENTERGY	0000			INV		17840760050923						
	ACCOUNT DETAIL	1	00550180 6451		AQUATICS	ELECTRIC L					216.55		
20377	ENTERGY	0000			INV		18257329050923						
	ACCOUNT DETAIL	1	00144170 6451		FIRE STAT	ELECTRIC L					1,766.11		
20377	ENTERGY	0000			INV		18258616050923						
	ACCOUNT DETAIL	1	00144170 6451		FIRE STAT	ELECTRIC L					775.35		
20377	ENTERGY	0000			INV		18292896050923						
	ACCOUNT DETAIL	1	00550180 6451		AQUATICS	ELECTRIC L					27.42		
20377	ENTERGY	0000			INV		18425421050923						
	ACCOUNT DETAIL	1	00144170 6451		FIRE STAT	ELECTRIC L					1,058.21		
20377	ENTERGY	0000			INV		18616797050923						
	ACCOUNT DETAIL	1	00145400 6451		STREET LI	ELECTRIC L					106.04		
20377	ENTERGY	0000			INV		18724286050923						
	ACCOUNT DETAIL	1	00145610 6451		VEHICLE M	ELECTRIC L					228.14		

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CASH ACCOUNT	989	1100	POOLED CASH - AP DISBURSEMENTS	REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	CHECK
VENDOR	20377	ENERGY		0000		INV	05/09/2023	19581388050923		VOUCHER
		ACCOUNT DETAIL						LINE AMOUNT	921.71	
		1 00145400 6451	STREET LI ELECTRIC L							
20377	ENERGY			0000		INV	05/09/2023	19581602050923	921.71	
		ACCOUNT DETAIL						LINE AMOUNT	288.65	
		1 00145400 6451	STREET LI ELECTRIC L							
20377	ENERGY			0000		INV	05/09/2023	19582154050923	288.65	
		ACCOUNT DETAIL						LINE AMOUNT	12,823.63	
		1 00145300 6451	CARE & MA ELECTRIC L							
20377	ENERGY			0000		INV	05/09/2023	19583129050923	12,823.63	
		ACCOUNT DETAIL						LINE AMOUNT	284.37	
		1 00144170 6451	FIRE STAT ELECTRIC L							
20377	ENERGY			0000		INV	05/09/2023	19584663050923	284.37	
		ACCOUNT DETAIL						LINE AMOUNT	970.81	
		1 00145300 6451	CARE & MA ELECTRIC L							
20377	ENERGY			0000		INV	05/09/2023	19585900050923	970.81	
		ACCOUNT DETAIL						LINE AMOUNT	3,764.35	
		1 00144170 6451	FIRE STAT ELECTRIC L							
20377	ENERGY			0000		INV	05/09/2023	19730746050923	3,764.35	
		ACCOUNT DETAIL						LINE AMOUNT	572.51	
		1 00144170 6451	FIRE STAT ELECTRIC L							
20377	ENERGY			0000		INV	05/09/2023	19786250050923	572.51	
		ACCOUNT DETAIL						LINE AMOUNT	62.64	
		1 00550140 6451	TENNIS CO ELECTRIC L							
20377	ENERGY			0000		INV	05/09/2023	19787126050923	62.64	
		ACCOUNT DETAIL						LINE AMOUNT	418.85	
		1 00144170 6451	FIRE STAT ELECTRIC L							
20377	ENERGY			0000		INV	05/09/2023	19787126050923	418.85	

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VENDOR	CASH ACCOUNT	REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	CHECK
20377	ENTERGY	0000		INV	05/09/2023	19816537050923		
	ACCOUNT DETAIL					LINE AMOUNT	240.64	
	1 03152240 6451		FIELD O &	ELECTRIC L				
20377	ENTERGY	0000		INV	05/09/2023	19832963050923		
	ACCOUNT DETAIL					LINE AMOUNT	33.68	
	1 00550180 6451		AQUATICS	ELECTRIC L				
20377	ENTERGY	0000		INV	05/09/2023	19834530050923		
	ACCOUNT DETAIL					LINE AMOUNT	439.04	
	1 00144170 6451		FIRE STAT	ELECTRIC L				
20377	ENTERGY	0000		INV	05/09/2023	19835909050923		
	ACCOUNT DETAIL					LINE AMOUNT	27.42	
	1 00550180 6451		AQUATICS	ELECTRIC L				
20377	ENTERGY	0000		INV	05/09/2023	39450929050923		
	ACCOUNT DETAIL					LINE AMOUNT	85.51	
	1 03152240 6451		FIELD O &	ELECTRIC L				
20377	ENTERGY	0000		INV	05/09/2023	47160965050923		
	ACCOUNT DETAIL					LINE AMOUNT	297.76	
	1 00550480 6451		PARKS - M	ELECTRIC L				
20377	ENTERGY	0000		INV	05/09/2023	47292990050923		
	ACCOUNT DETAIL					LINE AMOUNT	917.87	
	1 00144223 6451		ANIMAL CO	ELECTRIC L				
20377	ENTERGY	0000		INV	05/09/2023	48262943050923		
	ACCOUNT DETAIL					LINE AMOUNT	11,106.58	
	1 00144220 6451		SUPPORT S	ELECTRIC L				
20377	ENTERGY	0000		INV	05/09/2023	55521736050923		
	ACCOUNT DETAIL					LINE AMOUNT	1,139.00	
	1 00144243 6451		PRECINCT	ELECTRIC L				

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CASH ACCOUNT:	999	1100	POOLED CASH - AP DISBURSEMENTS	REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
VENDOR:	20377	ENERGY		0000		INV	05/09/2023	60188810050923			
		ACCOUNT DETAIL						LINE AMOUNT			
		1 00144241 6451	PRECINCT ELECTRIC L					586.25			
		ACCOUNT DETAIL						LINE AMOUNT			
		20377 ENERGY	PRECINCT ELECTRIC L	0000		INV	05/09/2023	60378254050923	586.25		
		1 00144225 6451	CRIME LAB ELECTRIC L					640.18			
		ACCOUNT DETAIL						LINE AMOUNT			
		20377 ENERGY	CRIME LAB ELECTRIC L	0000		INV	05/09/2023	84654128050923	640.18		
		1 00145400 6451	STREET LI ELECTRIC L					60.42			
		ACCOUNT DETAIL						LINE AMOUNT			
		20377 ENERGY	STREET LI ELECTRIC L	0000		INV	05/09/2023	85304517050923	60.42		
		1 00145400 6451	STREET LI ELECTRIC L					62.48			
		ACCOUNT DETAIL						LINE AMOUNT			
		20377 ENERGY	STREET LI ELECTRIC L	0000		INV	05/09/2023	85449734050923	62.48		
		1 00144244 6451	PRECINCT ELECTRIC L					27.42			
		ACCOUNT DETAIL						LINE AMOUNT			
		20377 ENERGY	PRECINCT ELECTRIC L	0000		INV	05/09/2023	92513530050923	27.42		
		1 00145300 6451	CARE & MA ELECTRIC L					5,006.23			
		ACCOUNT DETAIL						LINE AMOUNT			
		20377 ENERGY	CARE & MA ELECTRIC L	0000		INV	05/09/2023	93006054050923	5,006.23		
		1 00145300 6451	CARE & MA ELECTRIC L					10,991.29			
		ACCOUNT DETAIL						LINE AMOUNT			
		20377 ENERGY	CARE & MA ELECTRIC L	0000		INV	05/09/2023	93006054050923	10,991.29		
		400114 ENVIRONMENTAL ANALYTI	COMMUNITY CONTRACT	0000		INV	05/09/2023	23030308	35.00		
		ACCOUNT DETAIL						LINE AMOUNT			
		1 00144470 6446	COMMUNITY CONTRACT					35.00			
		CHECK TOTAL						CHECK TOTAL			
								10,991.29			
								474,283.46			
								CHECK TOTAL			
								35.00			
								35.00			

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CASH/ACCOUNT	399	1100	POOLED CASH - AP DISBURSEMENTS	REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
61274	FLEETPRIDE		88230179	0000	INV	05/09/2023	107274933				
	ACCOUNT DETAIL							LINE AMOUNT	64.65		
	1 00144120 6316		EMERGENCMOTOR VEH								
61274	FLEETPRIDE		88230179	0000	INV	05/09/2023	107275164				
	ACCOUNT DETAIL							LINE AMOUNT	303.96		
	1 00144120 6316		EMERGENCMOTOR VEH								
61274	FLEETPRIDE		88230179	0000	INV	05/09/2023	107275204				
	ACCOUNT DETAIL							LINE AMOUNT	145.88		
	1 00144120 6316		EMERGENCMOTOR VEH								
61274	FLEETPRIDE		88230179	0000	INV	05/09/2023	107276126				
	ACCOUNT DETAIL							LINE AMOUNT	260.54		
	1 00144120 6316		EMERGENCMOTOR VEH								
								CHECK TOTAL	260.54		
									4,432.07		
73581	FONDREN BUSINESS IMPR			0000	EFT	05/09/2023	04282023-2				
	ACCOUNT DETAIL							LINE AMOUNT	3,962.12		
	1 19250500 6742		FBIF CNTRB OTH								
								CHECK TOTAL	3,962.12		
72756	FREDERICK A. SMITH			0000	EFT	05/09/2023	237				
	ACCOUNT DETAIL							LINE AMOUNT	4,420.00		
	1 00490400 6419		COMPUTER OTHER PRO								
								CHECK TOTAL	4,420.00		
71764	GARLINGTON HALLER VEN			0000	EFT	05/09/2023	10923				
	ACCOUNT DETAIL							LINE AMOUNT	29,500.00		
	1 05755897 6419		EMPLOYEE OTHER PRO								
71764	GARLINGTON HALLER VEN			0000	EFT	05/09/2023	10947				
	ACCOUNT DETAIL							LINE AMOUNT	29,500.00		
	1 05755897 6419		EMPLOYEE OTHER PRO								



City of Jackson

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

CHECK RUN: CD050923 05/09/2023
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CASH ACCOUNT	REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	CHECK
71764	0000		EFT	05/09/2023	10960		
VENDOR 71764 GARLINGTON HALLER VEN							
ACCOUNT DETAIL							
1	05755897	6419	EMPLOYEE OTHER PRO			29,500.00	
						LINE AMOUNT	29,500.00
						CHECK TOTAL	88,500.00
401912	0000		INV	05/09/2023	04-23-68GG		
ACCOUNT DETAIL							
1	40643350	6419	DFA-TMH 2MOTHER PROF			16,460.00	
						LINE AMOUNT	16,460.00
						CHECK TOTAL	16,460.00
73552	0000	23001130	INV	05/09/2023	CBINV364873		
ACCOUNT DETAIL							
1	00490400	6443	COMPUTER DUES, MEM.			239.00	
						LINE AMOUNT	239.00
						CHECK TOTAL	239.00
72753	0000		EFT	05/09/2023	182		
ACCOUNT DETAIL							
1	12256615	6742	HOPWA - G CTOA			74,604.70	
						LINE AMOUNT	74,604.70
						CHECK TOTAL	74,604.70
7260	0000	23000829	INV	05/09/2023	9330675944		
ACCOUNT DETAIL							
1	00490400	6299	COMPUTER OTHER OPE			1,484.76	
						LINE AMOUNT	1,484.76
7260	0000	23000829	INV	05/09/2023	9331038668		
ACCOUNT DETAIL							
1	00490400	6299	COMPUTER OTHER OPE			223.50	
						LINE AMOUNT	223.50
						CHECK TOTAL	1,708.26
67575	0000		EFT	05/09/2023	04282023-4		
ACCOUNT DETAIL							
1	43250500	6742	BELHAVEN CNTRBOTH			4,026.62	
						LINE AMOUNT	4,026.62

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ACCOUNTS PAYABLE CHECK RUN REPORT

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VENDOR	CASH ACCOUNT: 989	1100	REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	CHECK
POOLED CASH - AP DISBURSEMENTS							CHECK TOTAL	4,026.82	VOUCHER
62115	H D LANG AND ASSOCIAT		0000	23000998	INV	05/09/2023	2513		
	ACCOUNT DETAIL								
	1 00140410 6419			PLANNING OTHER PRO				1,350.00	
								1,350.00	
									3,350.00
									3,350.00
57518	HABITAT FOR HUMANITY		0000		INV	05/09/2023	BEP016		
	ACCOUNT DETAIL								
	1 36096920 6742			HABITAT F CTOA				3,350.00	
									3,350.00
									3,350.00
67421	HANCOCK BANK		0000		INV	05/09/2023	04212023		
	ACCOUNT DETAIL								
	1 00550460 6619			PARKS -BA REPAYMENT				3,333.33	
	2 00550460 6612			PARKS -BA INTEREST Q				166.51	
									3,499.84
67421	HANCOCK BANK		0000		INV	04/25/2023	042120231		
	ACCOUNT DETAIL								
	1 00149300 6619			MISC. ADM REPAYMENT				1,236.20	
	2 00149300 6612			MISC. ADM INTEREST				38.19	
									1,274.39
									4,774.23
39727	HARBOR HOUSE OF JACKS		0000		EFT	05/09/2023	20230331		
	ACCOUNT DETAIL								
	1 08583310 6742			HARBOR H CTOA				14,870.08	
									14,870.08
									14,870.08
66653	HARDISON ENTERPRISES		0000	23001202	INV	05/09/2023	42123		
	ACCOUNT DETAIL								
	1 00144120 6419			EMERGENCY OTHER PRO				2,146.00	
									2,146.00
									2,146.00

City of Jackson

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Detail Invoice List

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CASH ACCOUNT	999	1100	REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	CHECK
VENDOR	70010	HILL TOP SECURITIES AS	0000		INV	05/09/2023	R19672		
		ACCOUNT DETAIL							
	1	00141140 6419			OFFICE OF OTHER PRO			14,115.00	
								CHECK TOTAL	14,115.00
68345		HOME DEPOT COMMERCIAL	0000	77230478	INV	05/09/2023	5971723		
		ACCOUNT DETAIL							
	1	00145300 6461			CARE & MA BUILDINGS			440.37	
								CHECK TOTAL	440.37
68345		HOME DEPOT COMMERCIAL	0000	23001158	INV	04/20/2023	5971724		
		ACCOUNT DETAIL							
	1	00144120 6299			EMERGENCY OTHER OPE			361.62	
								CHECK TOTAL	361.62
68345		HOME DEPOT COMMERCIAL	0000	77230494	INV	05/09/2023	2971886		
		ACCOUNT DETAIL							
	1	00145300 6461			CARE & MA BUILDINGS			49.96	
								CHECK TOTAL	49.96
68345		HOME DEPOT COMMERCIAL	0000	23001185	INV	05/09/2023	1971929		
		ACCOUNT DETAIL							
	1	39049800 6311			ZOO PARK BUILDING M			142.28	
								CHECK TOTAL	142.28
68345		HOME DEPOT COMMERCIAL	0000	77230485	INV	05/09/2023	3971820		
		ACCOUNT DETAIL							
	1	00550140 6311			TENNIS CO BUILDING			68.44	
								CHECK TOTAL	68.44
401703		INSIGHT GROUP LLC (PR	0000		EFT	05/09/2023	0460		
		ACCOUNT DETAIL							
	1	00144244 6512			PRECINCT BUILDING			4,289.00	
								CHECK TOTAL	4,289.00
401703		INSIGHT GROUP LLC (PR	0000		EFT	05/09/2023	0668		
		ACCOUNT DETAIL							
	1	00144244 6512			PRECINCT BUILDING			4,289.00	
								CHECK TOTAL	4,289.00
								CHECK TOTAL	8,578.00

City of Jackson

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CASH ACCOUNT	1100	POOLED CASH - AP DISBURSEMENTS	REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	CHECK
67938	INTEGRATED PEST SERVI	0000	INV	05/09/2023	79945	79945	65.00		
	ACCOUNT DETAIL						LINE AMOUNT		
	1 00550430 6419		PARKS -GO OTHER PRO				65.00		
67938	INTEGRATED PEST SERVI	0000	INV	05/09/2023	79943	79943	80.00		
	ACCOUNT DETAIL						LINE AMOUNT		
	1 00550126 6419		ATHLETICS OTHER PRO				80.00		
67938	INTEGRATED PEST SERVI	0000	INV	05/09/2023	79948	79948	68.00		
	ACCOUNT DETAIL						LINE AMOUNT		
	1 00550126 6419		ATHLETICS OTHER PRO				68.00		
67938	INTEGRATED PEST SERVI	0000	INV	05/09/2023	80015	80015	1,034.00		
	ACCOUNT DETAIL						LINE AMOUNT		
	1 39049800 6419		ZOO PARK OTHER PROF				1,034.00		
							CHECK TOTAL		1,034.00
									1,247.00
69106	INTERGRAED PEST SERV	0000	INV	04/09/2023	80106	80106	135.00		
	ACCOUNT DETAIL						LINE AMOUNT		
	1 00140700 6419		LEGAL OTHER PRO				135.00		
							CHECK TOTAL		135.00
									135.00
67837	INTOPRINT TECHNOLOGIE	0000	INV	05/09/2023	239464	239464	565.00		
	ACCOUNT DETAIL						LINE AMOUNT		
	1 00140500 6464		OFFICE OF MACHINE/E				565.00		
							CHECK TOTAL		565.00
									565.00
41770	JACKSON BUSINESS SYST	0000	EFT	05/09/2023	36349	36349	326.90		
	ACCOUNT DETAIL						LINE AMOUNT		
	1 00550126 6218		ATHLETICS OFFICE SU				326.90		
							CHECK TOTAL		326.90
									326.90

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CASH ACCOUNT	989	1100	POOLED CASH - AP DISBURSEMENTS	REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	CHECK
VENDOR	46458	JACKSON HINDS LIBRARY	0000	0000		EFT	05/09/2023	04182023-1		
		ACCOUNT DETAIL						LINE AMOUNT		
	1	39954000 6742	LIBRARY F CTOA					162,250.66		162,250.66
								CHECK TOTAL		162,250.66
73375	JACKSON MAC HAIK F LT		0000	99230181	INV		05/09/2023	3107615		
	ACCOUNT DETAIL							LINE AMOUNT		
	1	00144240 6316	OPERATION MOTOR VEH					20.32		20.32
73375	JACKSON MAC HAIK F LT		0000	99230181	INV		05/09/2023	3107544		
	ACCOUNT DETAIL							LINE AMOUNT		
	1	00144240 6316	OPERATION MOTOR VEH					102.23		102.23
73375	JACKSON MAC HAIK F LT		0000	99230181	INV		05/09/2023	3107363		
	ACCOUNT DETAIL							LINE AMOUNT		
	1	00144240 6316	OPERATION MOTOR VEH					100.67		100.67
73375	JACKSON MAC HAIK F LT		0000	99230181	INV		05/09/2023	3107315		
	ACCOUNT DETAIL							LINE AMOUNT		
	1	00144240 6316	OPERATION MOTOR VEH					109.70		109.70
73375	JACKSON MAC HAIK F LT		0000	99230181	INV		05/09/2023	3107641		
	ACCOUNT DETAIL							LINE AMOUNT		
	1	00144240 6316	OPERATION MOTOR VEH					153.31		153.31
73375	JACKSON MAC HAIK F LT		0000	99230181	INV		05/09/2023	3107410		
	ACCOUNT DETAIL							LINE AMOUNT		
	1	00144240 6316	OPERATION MOTOR VEH					174.55		174.55
73375	JACKSON MAC HAIK F LT		0000	99230181	INV		05/09/2023	3107646		
	ACCOUNT DETAIL							LINE AMOUNT		
	1	00144240 6316	OPERATION MOTOR VEH					1,062.47		1,062.47
73375	JACKSON MAC HAIK F LT		0000	99230181	INV		05/09/2023	3108002		
	ACCOUNT DETAIL							LINE AMOUNT		
	1	00144240 6316	OPERATION MOTOR VEH					1,293.15		1,293.15



City of Jackson

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

CHECK RUN: CD050923 05/09/2023
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Table with columns: VENDOR, CASH ACCOUNT, REMIT, PO, TYPE, DUE DATE, INVOICE, AMOUNT, CHECK, VOUCHER. Rows include JACKSON MAC HAIK F LT, JACKSON PAPER CO, JACKSON REDEVELOPMENT, and JACKSON REDEVELOPMENT SPECIAL.

City of Jackson

ACCOUNTS PAYABLE CHECK RUN REPORT

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CHECK RUN: CD050923 05/09/2023
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VENDOR	CASH ACCOUNT: 999	REMIT	PO	TYPE	DUE DATE	INVOICE	CHECK TOTAL	AMOUNT	CHECK
POOLED CASH - AP DISBURSEMENTS						1100		27,958.97	
401825	JACKSON RESOURCE CENT	0000		INV	05/09/2023	2021	LINE AMOUNT	9,375.00	
	ACCOUNT DETAIL						9,375.00		
	1 07640145 6419		KELLOG	OTHER PROF					
401825	JACKSON RESOURCE CENT	0000		INV	05/09/2023	2022	LINE AMOUNT	9,375.00	
	ACCOUNT DETAIL						9,375.00		
	1 07640145 6419		KELLOG	OTHER PROF					
401825	JACKSON RESOURCE CENT	0000		INV	05/09/2023	2023	LINE AMOUNT	9,375.00	
	ACCOUNT DETAIL						9,375.00		
	1 07640145 6419		KELLOG	OTHER PROF					
401825	JACKSON RESOURCE CENT	0000		INV	05/09/2023	2025	LINE AMOUNT	9,375.00	
	ACCOUNT DETAIL						9,375.00		
	1 07640145 6419		KELLOG	OTHER PROF					
9387	JACKSON SUPPLY CO	0000	77230486	INV	05/09/2023		LINE AMOUNT	9,375.00	
	ACCOUNT DETAIL						9,375.00		
	1 00490400 6317		COMPUTER	OTHER REP					
							CHECK TOTAL	37,500.00	
							LINE AMOUNT	2,010.76	
							CHECK TOTAL	2,010.76	
401245	JAMES E SMITH	0000		INV	05/09/2023	001112740	LINE AMOUNT	75.00	
	ACCOUNT DETAIL						75.00		
	1 00550126 6419		ATHLETICS	OTHER PRO					
							CHECK TOTAL	75.00	
71125	JENKINS AUTOMOTIVES	0000	99230187	EFT	05/09/2023	716	LINE AMOUNT	807.50	
	ACCOUNT DETAIL						807.50		
	1 00144240 6316		OPERATION	MOTOR VEH					



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CASH ACCOUNT:	989	1100	POOLED CASH - AP DISBURSEMENTS	REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	CHECK
VENDOR	71125	JENKINS AUTOMOTIVES	0000	99230187	EFT	05/09/2023	717			
		ACCOUNT DETAIL						LINE AMOUNT		
		1 00144240 6316						4,284.03		
		JENKINS AUTOMOTIVES	0000	99230187	EFT	05/09/2023	715			
		ACCOUNT DETAIL						LINE AMOUNT		
		1 00144240 6316						138.00		
		JENKINS AUTOMOTIVES	0000	99230187	EFT	05/09/2023	714			
		ACCOUNT DETAIL						LINE AMOUNT		
		1 00144240 6316						718.60		
		JENKINS AUTOMOTIVES	0000	99230187	EFT	05/09/2023	713			
		ACCOUNT DETAIL						LINE AMOUNT		
		1 00144240 6316						807.50		
		JENKINS AUTOMOTIVES	0000	99230187	EFT	05/09/2023	712			
		ACCOUNT DETAIL						LINE AMOUNT		
		1 00144240 6316						114.00		
		JENKINS AUTOMOTIVES	0000	99230187	EFT	05/09/2023	711			
		ACCOUNT DETAIL						LINE AMOUNT		
		1 00144240 6316						1,950.00		
		JENKINS AUTOMOTIVES	0000	99230187	EFT	05/09/2023	710			
		ACCOUNT DETAIL						LINE AMOUNT		
		1 00144240 6316						564.00		
		JENKINS AUTOMOTIVES	0000	99230187	EFT	05/09/2023	709			
		ACCOUNT DETAIL						LINE AMOUNT		
		1 00144240 6316						304.00		
		JENKINS AUTOMOTIVES	0000	99230187	EFT	05/09/2023	707			
		ACCOUNT DETAIL						LINE AMOUNT		
		1 00144240 6316						627.10		

ACCOUNTS PAYABLE CHECK RUN REPORT

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CASH ACCOUNT: 999	1100	REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
VENDOR 71125	JENKINS AUTOMOTIVES	0000	99230187	EFT	05/09/2023	708			
	ACCOUNT DETAIL								
	1 00144240 6316		OPERATION MOTOR VEH				125.00		
	71125 JENKINS AUTOMOTIVES	0000	99230187	EFT	05/09/2023	706			
	ACCOUNT DETAIL								
	1 00144240 6316		OPERATION MOTOR VEH				85.00		
							10,524.73		
400034	JOHNNIE A ROLAND	0000		INV	05/09/2023	BMC01-23			
	ACCOUNT DETAIL								
	1 40643350 6419		DFA-TMH 2MOTHER PROF				6,250.00		
							6,250.00		
9560	JOHNSON CONTROLS INC	0000	23000737	EFT	05/09/2023	1-128758944289			
	ACCOUNT DETAIL								
	1 00144170 6419		FIRE STAT OTHER PRO				2,751.60		
							2,751.60		
53714	JOHNSTONE SUPPLY OF J	0000	77230497	INV	05/09/2023	71-S5557073.001			
	ACCOUNT DETAIL								
	1 00144170 6461		FIRE STAT BUILDINGS				107.43		
							107.43		
53714	JOHNSTONE SUPPLY OF J	0000	77230499	INV	05/09/2023	71-S5574737.001			
	ACCOUNT DETAIL								
	1 00490400 6462		COMPUTER STRUCTURE				460.00		
							460.00		
							567.43		
65846	KEYSTONE AUTO INDUS I	0000	99230191	INV	05/09/2023	JAH12573			
	ACCOUNT DETAIL								
	1 00140320 6316		ZONING DI MOTOR VEH				160.50		
							160.50		

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CASH ACCOUNT	999	100	POOLED CASH - AP DISBURSEMENTS	REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	CHECK
VENDOR	65846	KEYSTONE AUTO INDUS I	ACCOUNT DETAIL	0000	99230191	INV	05/09/2023	JAI32636	684.00	
		1 00144240 6316	OPERATION MOTOR VEH							
	65846	KEYSTONE AUTO INDUS I	ACCOUNT DETAIL	0000	99230191	INV	05/09/2023	JAI10851	147.00	
		1 00144240 6316	OPERATION MOTOR VEH							
								CHECK TOTAL	147.00	991.50
	401846	KOLOGIK LLC	ACCOUNT DETAIL	0000		INV	05/09/2023	INV-10565	49,666.67	
		1 00390825 6847	H I D T A DATA PROC							
									49,666.67	49,666.67
								CHECK TOTAL	49,666.67	
	400335	LAKELAND GLASS AND TI	ACCOUNT DETAIL	0000	99230152	INV	05/09/2023	50736	260.00	
		1 00144240 6316	OPERATION MOTOR VEH							
									260.00	260.00
	400335	LAKELAND GLASS AND TI	ACCOUNT DETAIL	0000	99230152	INV	05/09/2023	50741	260.00	
		1 00144240 6316	OPERATION MOTOR VEH							
									260.00	260.00
	400335	LAKELAND GLASS AND TI	ACCOUNT DETAIL	0000	99230152	INV	05/09/2023	50797	325.00	
		1 00144240 6316	OPERATION MOTOR VEH							
									325.00	845.00
								CHECK TOTAL	325.00	
	401227	LONDON'S WORLD AUTO C	ACCOUNT DETAIL	0000		INV	05/09/2023	22-127950	100.00	
		1 00144220 6465	SUPPORT S AUTO + TR							
									100.00	100.00
	401227	LONDON'S WORLD AUTO C	ACCOUNT DETAIL	0000		INV	05/09/2023	2023-013797	85.00	
		1 00144220 6465	SUPPORT S AUTO + TR							
									85.00	85.00

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CHECK RUN: CD050923 05/09/2023
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CASH ACCOUNT: 999	1100	POOLED CASH - AP DISBURSEMENTS	REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	CHECK
401227	LANDON'S WORLD AUTO C	0000	INV	05/09/2023	2023-011936	85.00			
	ACCOUNT DETAIL								
	1 00144220 6465		SUPPORT S AUTO + TR			85.00			
401227	LANDON'S WORLD AUTO C	0000	INV	05/09/2023	23-008779	85.00			
	ACCOUNT DETAIL								
	1 00144220 6465		SUPPORT S AUTO + TR			85.00			
401227	LANDON'S WORLD AUTO C	0000	INV	05/09/2023	23-011484	85.00			
	ACCOUNT DETAIL								
	1 00144220 6465		SUPPORT S AUTO + TR			85.00			
401227	LANDON'S WORLD AUTO C	0000	INV	05/09/2023	2023-010837	85.00			
	ACCOUNT DETAIL								
	1 00144220 6465		SUPPORT S AUTO + TR			85.00			
401227	LANDON'S WORLD AUTO C	0000	INV	05/09/2023	23-011109	85.00			
	ACCOUNT DETAIL								
	1 00144220 6465		SUPPORT S AUTO + TR			85.00			
401227	LANDON'S WORLD AUTO C	0000	INV	05/09/2023	23-03-07589	85.00			
	ACCOUNT DETAIL								
	1 00144220 6465		SUPPORT S AUTO + TR			85.00			
401227	LANDON'S WORLD AUTO C	0000	INV	05/09/2023	23-03-05039	85.00			
	ACCOUNT DETAIL								
	1 00144220 6465		SUPPORT S AUTO + TR			85.00			
401227	LANDON'S WORLD AUTO C	0000	INV	05/09/2023	2023-003801	85.00			
	ACCOUNT DETAIL								
	1 00144220 6465		SUPPORT S AUTO + TR			85.00			
401227	LANDON'S WORLD AUTO C	0000	INV	05/09/2023	23-006288	85.00			
	ACCOUNT DETAIL								
	1 00144220 6465		SUPPORT S AUTO + TR			85.00			

City of Jackson

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

CHECK RUN: CD050923 05/09/2023
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CASH ACCOUNT: 999		1100		POOLED CASH - AP DISBURSEMENTS		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
401227	LONDON'S WORLD AUTO C	0000	INV	05/09/2023	23-02-02540								
	ACCOUNT DETAIL				LINE AMOUNT						85.00		
	1 00144220 6465		SUPPORT S AUTO + TR										
401227	LONDON'S WORLD AUTO C	0000	INV	05/09/2023	23-03-00176								
	ACCOUNT DETAIL				LINE AMOUNT						85.00		
	1 00144220 6465		SUPPORT S AUTO + TR										
401227	LONDON'S WORLD AUTO C	0000	INV	05/09/2023	2023-020196								
	ACCOUNT DETAIL				LINE AMOUNT						100.00		
	1 00144220 6465		SUPPORT S AUTO + TR										
401227	LONDON'S WORLD AUTO C	0000	INV	05/09/2023	23-013614								
	ACCOUNT DETAIL				LINE AMOUNT						100.00		
	1 00144220 6465		SUPPORT S AUTO + TR										
401227	LONDON'S WORLD AUTO C	0000	INV	05/09/2023	23-008480								
	ACCOUNT DETAIL				LINE AMOUNT						100.00		
	1 00144220 6465		SUPPORT S AUTO + TR										
401227	LONDON'S WORLD AUTO C	0000	INV	05/09/2023	2023-015885								
	ACCOUNT DETAIL				LINE AMOUNT						100.00		
	1 00144220 6465		SUPPORT S AUTO + TR										
401227	LONDON'S WORLD AUTO C	0000	INV	05/09/2023	2023-009608								
	ACCOUNT DETAIL				LINE AMOUNT						100.00		
	1 00144220 6465		SUPPORT S AUTO + TR										
401227	LONDON'S WORLD AUTO C	0000	INV	05/09/2023	23-009775								
	ACCOUNT DETAIL				LINE AMOUNT						100.00		
	1 00144220 6465		SUPPORT S AUTO + TR										
401227	LONDON'S WORLD AUTO C	0000	INV	05/09/2023	2023-006354								
	ACCOUNT DETAIL				LINE AMOUNT						100.00		
	1 00144220 6465		SUPPORT S AUTO + TR										



City of Jackson

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

CHECK RUN: CD050923 05/09/2023
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CASH ACCOUNT	999	1100	REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	CHECK
401227	LANDON'S WORLD AUTO C		0000	INV	05/09/2023	2023-03-00750			
	ACCOUNT DETAIL						LINE AMOUNT	100.00	
	1 00144220 6465			SUPPORT S AUTO + TR				100.00	
401227	LANDON'S WORLD AUTO C		0000	INV	05/09/2023	2023-011441			
	ACCOUNT DETAIL						LINE AMOUNT	100.00	
	1 00144220 6465			SUPPORT S AUTO + TR				100.00	
401227	LANDON'S WORLD AUTO C		0000	INV	05/09/2023	23-03-05829			
	ACCOUNT DETAIL						LINE AMOUNT	100.00	
	1 00144220 6465			SUPPORT S AUTO + TR				100.00	
401227	LANDON'S WORLD AUTO C		0000	INV	05/09/2023	23-03-04687			
	ACCOUNT DETAIL						LINE AMOUNT	100.00	
	1 00144220 6465			SUPPORT S AUTO + TR				100.00	
401227	LANDON'S WORLD AUTO C		0000	INV	05/09/2023	23-03-04332			
	ACCOUNT DETAIL						LINE AMOUNT	100.00	
	1 00144220 6465			SUPPORT S AUTO + TR				100.00	
401227	LANDON'S WORLD AUTO C		0000	INV	05/09/2023	23-03-05651			
	ACCOUNT DETAIL						LINE AMOUNT	100.00	
	1 00144220 6465			SUPPORT S AUTO + TR				100.00	
401227	LANDON'S WORLD AUTO C		0000	INV	05/09/2023	2022-054151			
	ACCOUNT DETAIL						LINE AMOUNT	100.00	
	1 00144220 6465			SUPPORT S AUTO + TR				100.00	
401227	LANDON'S WORLD AUTO C		0000	INV	05/09/2023	23-0309188			
	ACCOUNT DETAIL						LINE AMOUNT	100.00	
	1 00144220 6465			SUPPORT S AUTO + TR				100.00	
401227	LANDON'S WORLD AUTO C		0000	INV	05/09/2023	23-03-03308			
	ACCOUNT DETAIL						LINE AMOUNT	100.00	
	1 00144220 6465			SUPPORT S AUTO + TR				100.00	



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Detail Invoice List

CHECK RUN: CD050923 05/09/2023
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CASH ACCOUNT: 999		1100		POOLED CASH - AP DISBURSEMENTS		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
VENDOR													
401227	LONDON'S WORLD AUTO C	0000		INV	05/09/2023				23-012526				
	ACCOUNT DETAIL								LINE AMOUNT		100.00		
	1 00144220 6465			SUPPORT S AUTO + TR									
401227	LONDON'S WORLD AUTO C	0000		INV	05/09/2023				23-009400				
	ACCOUNT DETAIL								LINE AMOUNT		85.00		
	1 00144220 6465			SUPPORT S AUTO + TR									
401227	LONDON'S WORLD AUTO C	0000		INV	05/09/2023				23-03-00361				
	ACCOUNT DETAIL								LINE AMOUNT		100.00		
	1 00144220 6465			SUPPORT S AUTO + TR									
401227	LONDON'S WORLD AUTO C	0000		INV	05/09/2023				2023-013910				
	ACCOUNT DETAIL								LINE AMOUNT		85.00		
	1 00144220 6465			SUPPORT S AUTO + TR									
401227	LONDON'S WORLD AUTO C	0000		INV	05/09/2023				23-03-05369				
	ACCOUNT DETAIL								LINE AMOUNT		125.00		
	1 00144220 6465			SUPPORT S AUTO + TR									
									CHECK TOTAL		3,215.00		
401915	LARRY C. REEVES	0000		INV	05/09/2023				1				
	ACCOUNT DETAIL								LINE AMOUNT		16,350.00		
	1 40643350 6419			DFA-TMH 2MOTHER PROF									
401915	LARRY C. REEVES	0000		INV	05/09/2023				2				
	ACCOUNT DETAIL								LINE AMOUNT		3,300.00		
	1 40643350 6419			DFA-TMH 2MOTHER PROF									
									CHECK TOTAL		19,650.00		
65329	LEWIS BODY SHOP & WRE	0000		EFT	05/09/2023				30974				
	ACCOUNT DETAIL								LINE AMOUNT		45.00		
	1 00144220 6465			SUPPORT S AUTO + TR									



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Detail Invoice List

CHECK RUN: CD050923 05/09/2023
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CASH ACCOUNT	999	1100	REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	CHECK
VENDOR	65329	LEWIS BODY SHOP & WRE	0000		EFT	05/09/2023	30992		
		ACCOUNT DETAIL						45.00	
	1	00144220 6465		SUPPORT S AUTO + TR					
		LEWIS BODY SHOP & WRE	0000		EFT	05/09/2023	30991		
		ACCOUNT DETAIL						45.00	
	1	00144220 6465		SUPPORT S AUTO + TR					
		LEWIS BODY SHOP & WRE	0000		EFT	05/09/2023	30972		
		ACCOUNT DETAIL						75.00	
	1	00144220 6465		SUPPORT S AUTO + TR					
		LEWIS BODY SHOP & WRE	0000		EFT	05/09/2023	30973		
		ACCOUNT DETAIL						75.00	
	1	00144220 6465		SUPPORT S AUTO + TR					
		LEWIS BODY SHOP & WRE	0000		EFT	05/09/2023	30975		
		ACCOUNT DETAIL						75.00	
	1	00144220 6465		SUPPORT S AUTO + TR					
		LEWIS BODY SHOP & WRE	0000		EFT	05/09/2023	30978		
		ACCOUNT DETAIL						75.00	
	1	00144220 6465		SUPPORT S AUTO + TR					
		LEWIS BODY SHOP & WRE	0000		EFT	05/09/2023	30980		
		ACCOUNT DETAIL						75.00	
	1	00144220 6465		SUPPORT S AUTO + TR					
		LEWIS BODY SHOP & WRE	0000		EFT	05/09/2023	30979		
		ACCOUNT DETAIL						75.00	
	1	00144220 6465		SUPPORT S AUTO + TR					
		LEWIS BODY SHOP & WRE	0000		EFT	05/09/2023	30982		
		ACCOUNT DETAIL						75.00	
	1	00144220 6465		SUPPORT S AUTO + TR					



City of Jackson

ACCOUNTS PAYABLE CHECK RUN REPORT Detail Invoice List

CHECK RUN: CD050923 05/09/2023
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CASH ACCOUNT: 989		1100		POOLED CASH - AP DISBURSEMENTS					
VENDOR	REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK	
65329 LEWIS BODY SHOP & WRE	0000		EFT	05/09/2023	30981				
ACCOUNT DETAIL					LINE AMOUNT	75.00			
1 00144220 6465			SUPPORT S AUTO + TR						
65329 LEWIS BODY SHOP & WRE	0000		EFT	05/09/2023	30989				
ACCOUNT DETAIL					LINE AMOUNT	75.00			
1 00144220 6465			SUPPORT S AUTO + TR						
65329 LEWIS BODY SHOP & WRE	0000		EFT	05/09/2023	30988				
ACCOUNT DETAIL					LINE AMOUNT	75.00			
1 00144220 6465			SUPPORT S AUTO + TR						
65329 LEWIS BODY SHOP & WRE	0000		EFT	05/09/2023	30990				
ACCOUNT DETAIL					LINE AMOUNT	75.00			
1 00144220 6465			SUPPORT S AUTO + TR						
65329 LEWIS BODY SHOP & WRE	0000		EFT	05/09/2023	30993				
ACCOUNT DETAIL					LINE AMOUNT	75.00			
1 00144220 6465			SUPPORT S AUTO + TR						
65329 LEWIS BODY SHOP & WRE	0000		EFT	05/09/2023	30994				
ACCOUNT DETAIL					LINE AMOUNT	75.00			
1 00144220 6465			SUPPORT S AUTO + TR						
65329 LEWIS BODY SHOP & WRE	0000		EFT	05/09/2023	30996				
ACCOUNT DETAIL					LINE AMOUNT	75.00			
1 00144220 6465			SUPPORT S AUTO + TR						
65329 LEWIS BODY SHOP & WRE	0000		EFT	05/09/2023	30997				
ACCOUNT DETAIL					LINE AMOUNT	75.00			
1 00144220 6465			SUPPORT S AUTO + TR						
65329 LEWIS BODY SHOP & WRE	0000		EFT	05/09/2023	30999				
ACCOUNT DETAIL					LINE AMOUNT	75.00			
1 00144220 6465			SUPPORT S AUTO + TR						

City of Jackson

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

CHECK RUN: CD050923 05/09/2023
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CASH ACCOUNT: 999	1100	REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
VENDOR 65329	LEWIS BODY SHOP & WRE	0000		EFT	05/09/2023	30914			
	ACCOUNT DETAIL						LINE AMOUNT		
	1 00144220 6465		SUPPORT S AUTO + TR				75.00		
65329	LEWIS BODY SHOP & WRE	0000		EFT	05/09/2023	30915			
	ACCOUNT DETAIL						LINE AMOUNT		
	1 00144220 6465		SUPPORT S AUTO + TR				75.00		
65329	LEWIS BODY SHOP & WRE	0000		EFT	05/09/2023	30916			
	ACCOUNT DETAIL						LINE AMOUNT		
	1 00144220 6465		SUPPORT S AUTO + TR				75.00		
65329	LEWIS BODY SHOP & WRE	0000		EFT	05/09/2023	30977			
	ACCOUNT DETAIL						LINE AMOUNT		
	1 00144220 6465		SUPPORT S AUTO + TR				45.00		
65329	LEWIS BODY SHOP & WRE	0000		EFT	05/09/2023	30922			
	ACCOUNT DETAIL						LINE AMOUNT		
	1 00144220 6465		SUPPORT S AUTO + TR				75.00		
65329	LEWIS BODY SHOP & WRE	0000		EFT	05/09/2023	30934			
	ACCOUNT DETAIL						LINE AMOUNT		
	1 00144220 6465		SUPPORT S AUTO + TR				75.00		
65329	LEWIS BODY SHOP & WRE	0000		EFT	05/09/2023	30935			
	ACCOUNT DETAIL						LINE AMOUNT		
	1 00144220 6465		SUPPORT S AUTO + TR				75.00		
65329	LEWIS BODY SHOP & WRE	0000		EFT	05/09/2023	30937			
	ACCOUNT DETAIL						LINE AMOUNT		
	1 00144220 6465		SUPPORT S AUTO + TR				75.00		
65329	LEWIS BODY SHOP & WRE	0000		EFT	05/09/2023	30938			
	ACCOUNT DETAIL						LINE AMOUNT		
	1 00144220 6465		SUPPORT S AUTO + TR				75.00		

City of Jackson



ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

CHECK RUN: CD050923 05/09/2023
 DUE DATE: 05/09/2023

CASH ACCOUNT:	399	1100	POOLED CASH - AP DISBURSEMENTS	REMIT	PO	TYPE	DUPLICATE	DUPLICATE DATE	INVOICE	AMOUNT	CHECK
VENDOR:	65329	LEWIS BODY SHOP & WRE	0000	EFT	30939			05/09/2023	30939		
		ACCOUNT DETAIL							LINE AMOUNT	75.00	
	1	00144220 6465									
		SUPPORT S AUTO + TR									
65329	LEWIS BODY SHOP & WRE	0000	EFT	30940				05/09/2023	30940	75.00	
		ACCOUNT DETAIL							LINE AMOUNT	75.00	
	1	00144220 6465									
		SUPPORT S AUTO + TR									
65329	LEWIS BODY SHOP & WRE	0000	EFT	30941				05/09/2023	30941	75.00	
		ACCOUNT DETAIL							LINE AMOUNT	75.00	
	1	00144220 6465									
		SUPPORT S AUTO + TR									
65329	LEWIS BODY SHOP & WRE	0000	EFT	30943				05/09/2023	30943	75.00	
		ACCOUNT DETAIL							LINE AMOUNT	75.00	
	1	00144220 6465									
		SUPPORT S AUTO + TR									
65329	LEWIS BODY SHOP & WRE	0000	EFT	30944				05/09/2023	30944	75.00	
		ACCOUNT DETAIL							LINE AMOUNT	75.00	
	1	00144220 6465									
		SUPPORT S AUTO + TR									
65329	LEWIS BODY SHOP & WRE	0000	EFT	30946				05/09/2023	30946	75.00	
		ACCOUNT DETAIL							LINE AMOUNT	75.00	
	1	00144220 6465									
		SUPPORT S AUTO + TR									
65329	LEWIS BODY SHOP & WRE	0000	EFT	30947				05/09/2023	30947	75.00	
		ACCOUNT DETAIL							LINE AMOUNT	75.00	
	1	00144220 6465									
		SUPPORT S AUTO + TR									
65329	LEWIS BODY SHOP & WRE	0000	EFT	30948				05/09/2023	30948	45.00	
		ACCOUNT DETAIL							LINE AMOUNT	45.00	
	1	00144220 6465									
		SUPPORT S AUTO + TR									
65329	LEWIS BODY SHOP & WRE	0000	EFT	30948				05/09/2023	30948	45.00	
		ACCOUNT DETAIL							LINE AMOUNT	45.00	
	1	00144220 6465									
		SUPPORT S AUTO + TR									
									CHECK TOTAL	2,595.00	



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Detail Invoice List

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CASH ACCOUNT	999	1100	REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	CHECK
VENDOR	73212	LITECLOUD TRANSPORT S	0000	EFT	05/09/2023	1-92102418			VOUCHER
	ACCOUNT DETAIL	1	00490400	6419	COMPUTER OTHER PRO		LINE AMOUNT	8,225.00	CHECK
65356	LOOMIS FARGO CO	0000	INV	05/09/2023	13227024		CHECK TOTAL	8,225.00	8,225.00
	ACCOUNT DETAIL						LINE AMOUNT		
	1	00141130	6419				1,725.19		
	2	03152280	6614				3,485.65		
	CHECK TOTAL							5,210.84	5,210.84
60933	LOPER D JIMMY	0000	INV	05/09/2023	21116		LINE AMOUNT	75.00	75.00
	ACCOUNT DETAIL						CHECK TOTAL	75.00	75.00
	1	00144220	6465						
	SUPPORT S AUTO + TR								
401941	LUCKETT LAND TITLE, I	0000	INV	05/09/2023	001		LINE AMOUNT	47.95	47.95
	ACCOUNT DETAIL						CHECK TOTAL	47.95	47.95
	1	12090123	6742						
	M A P - D CTOA								
71857	MAC HAIK CHRYSLER	0000	INV	05/09/2023	5099522		LINE AMOUNT	84.18	84.18
	ACCOUNT DETAIL						CHECK TOTAL	84.18	84.18
	1	00550410	6464						
	PARKS - M MACHINE/E								
71857	MAC HAIK CHRYSLER	0000	INV	05/09/2023	5099676		LINE AMOUNT	140.40	140.40
	ACCOUNT DETAIL						CHECK TOTAL	140.40	140.40
	1	00144240	6316						
	OPERATION MOTOR VEH								
71857	MAC HAIK CHRYSLER	0000	INV	05/09/2023	5099333		LINE AMOUNT	212.20	212.20
	ACCOUNT DETAIL						CHECK TOTAL	212.20	212.20
	1	00144240	6316						
	OPERATION MOTOR VEH								



City of Jackson

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Detail Invoice List

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CASH ACCOUNT	999	1100	REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	CHECK
VENDOR	71857	MAC HAIK CHRYSLER	0000	99230150	INV	05/09/2023	5099581		
		ACCOUNT DETAIL					LINE AMOUNT		
		1 00144240 6316		OPERATION MOTOR VEH			360.30		
	71857	MAC HAIK CHRYSLER	0000	99230150	INV	05/09/2023	5099535		
		ACCOUNT DETAIL					LINE AMOUNT		
		1 00144240 6316		OPERATION MOTOR VEH			75.75		
	71857	MAC HAIK CHRYSLER	0000	99230150	INV	05/09/2023	5099578		
		ACCOUNT DETAIL					LINE AMOUNT		
		1 00144240 6316		OPERATION MOTOR VEH			360.00		
	71857	MAC HAIK CHRYSLER	0000	99230150	INV	05/09/2023	3107886		
		ACCOUNT DETAIL					LINE AMOUNT		
		1 00144240 6316		OPERATION MOTOR VEH			149.30		
	71857	MAC HAIK CHRYSLER	0000	99230150	INV	05/09/2023	5099135		
		ACCOUNT DETAIL					LINE AMOUNT		
		1 00144240 6316		OPERATION MOTOR VEH			187.50		
	71857	MAC HAIK CHRYSLER	0000	99230150	INV	05/09/2023	5099316		
		ACCOUNT DETAIL					LINE AMOUNT		
		1 00144240 6316		OPERATION MOTOR VEH			335.04		
	71857	MAC HAIK CHRYSLER	0000	99230150	INV	05/09/2023	5099133		
		ACCOUNT DETAIL					LINE AMOUNT		
		1 00144240 6316		OPERATION MOTOR VEH			187.50		
	71857	MAC HAIK CHRYSLER	0000	99230150	INV	05/09/2023	5098998		
		ACCOUNT DETAIL					LINE AMOUNT		
		1 00144240 6316		OPERATION MOTOR VEH			86.28		
	71857	MAC HAIK CHRYSLER	0000	99230150	INV	05/09/2023	5099033		
		ACCOUNT DETAIL					LINE AMOUNT		
		1 00144240 6316		OPERATION MOTOR VEH			55.46		

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

CHECK RUN: CD050923 05/09/2023
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CASH ACCOUNT	999	1100	POOLED CASH - AP DISBURSEMENTS	REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	CHECK
VENDOR	71857	MAC HAIK CHRYSLER	99230150	0000	INV	05/09/2023	5098710			
		ACCOUNT DETAIL						LINE AMOUNT		
		1 00144240 6316	OPERATION MOTOR VEH					217.50		
	71857	MAC HAIK CHRYSLER	99230150	0000	INV	05/09/2023	5099233			
		ACCOUNT DETAIL						LINE AMOUNT		
		1 00144240 6316	OPERATION MOTOR VEH					258.00		
	71857	MAC HAIK CHRYSLER	99230150	0000	INV	05/09/2023	5099261			
		ACCOUNT DETAIL						LINE AMOUNT		
		1 00144240 6316	OPERATION MOTOR VEH					247.50		
								CHECK TOTAL		
									247.50	
									2,956.91	
	70646	MCBRIDE EDDIE L	23001081	0000	INV	05/09/2023	00031			
		ACCOUNT DETAIL						LINE AMOUNT		
		1 00550410 6419	PARKS - M OTHER PRO					4,950.00		
								CHECK TOTAL		
									4,950.00	
									4,950.00	
	63001	McGRAW GOTTA GO TOILE	23001209	0000	INV	05/09/2023	84531E			
		ACCOUNT DETAIL						LINE AMOUNT		
		1 00550126 6422	ATHLETICS FREIGHT E					150.00		
		2 00550126 6514	ATHLETICS RENTAL OF					198.00		
								CHECK TOTAL		
									348.00	
									348.00	
	10860	MEL LUNA SAW CO	88230170	0000	INV	05/09/2023	94247			
		ACCOUNT DETAIL						LINE AMOUNT		
		1 00144120 6316	EMERGENCMOTOR VEH					240.00		
								CHECK TOTAL		
									240.00	
	10860	MEL LUNA SAW CO	88230183	0000	INV	05/09/2023	94298			
		ACCOUNT DETAIL						LINE AMOUNT		
		1 00144120 6316	EMERGENCMOTOR VEH					165.86		
								CHECK TOTAL		
									165.86	
	10860	MEL LUNA SAW CO	23001224	0000	INV	05/09/2023	94307			
		ACCOUNT DETAIL						LINE AMOUNT		
		1 00550410 6317	PARKS - M OTHER REP					714.00		

City of Jackson

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Detail Invoice List

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CASH ACCOUNT	999	1100	POOLED CASH - AP DISBURSEMENTS	REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
VENDOR	62533	MID-STATE GLASS CO.,		0000	99230190	EFT	05/09/2023	1175711			
		ACCOUNT DETAIL						LINE AMOUNT	270.00		
		1 00142810 6316	RCMGT MOTOR VEHI								
								LINE AMOUNT	270.00		
		62533 MID-STATE GLASS CO.,		0000	99230190	EFT	05/09/2023	1176545			
		ACCOUNT DETAIL						LINE AMOUNT	834.00		
		1 00550410 6464	PARKS - M MACHINE/E								
								CHECK TOTAL	834.00		
									3,343.00		
		70433 MDTOWN PARTNERS INC		0000		EFT	05/09/2023	06			
		ACCOUNT DETAIL						LINE AMOUNT	8,965.06		
		1 36098960 6742	BLIGHT-MPI CNTRB OTH								
								CHECK TOTAL	8,965.06		
		60427 MIPCO IMPRESSION PROD		0000		INV	05/09/2023	231059			
		ACCOUNT DETAIL						LINE AMOUNT	192.31		
		1 00141300 6514	PERSONNEL RENTAL OF								
									192.31		
		60427 MIPCO IMPRESSION PROD		0000		INV	05/09/2023	232534			
		ACCOUNT DETAIL						LINE AMOUNT	496.74		
		1 38271530 6514	CDBG CARE RENTAL OF								
									496.74		
		60427 MIPCO IMPRESSION PROD		0000		INV	05/09/2023	232723			
		ACCOUNT DETAIL						LINE AMOUNT	335.90		
		1 00140790 6514	RISK MANA RENTAL OF								
									335.90		
		60427 MIPCO IMPRESSION PROD		0000		INV	05/09/2023	230097			
		ACCOUNT DETAIL						LINE AMOUNT	83.85		
		1 00140410 6514	PLANNING RENTAL OF								
		2 00141130 6514	OFFICE OF RENTAL OF						83.85		
									167.70		
		60427 MIPCO IMPRESSION PROD		0000		INV	05/09/2023	231604			
		ACCOUNT DETAIL						LINE AMOUNT	264.00		
		1 00140790 6514	RISK MANA RENTAL OF								
									264.00		



City of Jackson

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

CHECK RUN: CD050923 05/09/2023
 DUE DATE: 05/09/2023

CASH ACCOUNT: 999		100		POOLED CASH - AP DISBURSEMENTS		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
VENDOR	ACCOUNT DETAIL					0000		INV	05/09/2023	232029			
60427	MIPCO IMPRESSION PROD	1	00140610	6514	INFORMATI RENTAL OF						230.60		
	ACCOUNT DETAIL										230.60		
60427	MIPCO IMPRESSION PROD	1	00140410	6514	PLANNING RENTAL OF						83.85		
	ACCOUNT DETAIL										83.85		
60427	MIPCO IMPRESSION PROD	2	00141130	6514	OFFICE OF RENTAL OF						167.70		
	ACCOUNT DETAIL										167.70		
60427	MIPCO IMPRESSION PROD	1	00144310	6514	TELECOMMUNENTAL OF						193.00		
	ACCOUNT DETAIL										193.00		
60427	MIPCO IMPRESSION PROD	1	00142800	6514	MUNI CLRK RENTAL OF						500.27		
	ACCOUNT DETAIL										500.27		
60427	MIPCO IMPRESSION PROD	1	00550410	6514	PARKS - M RENTAL OF						349.72		
	ACCOUNT DETAIL										349.72		
60427	MIPCO IMPRESSION PROD	1	00550410	6514	PARKS - M RENTAL OF						338.02		
	ACCOUNT DETAIL										338.02		
60427	MIPCO IMPRESSION PROD	1	00550410	6514	PARKS - M RENTAL OF						346.09		
	ACCOUNT DETAIL										346.09		
60427	MIPCO IMPRESSION PROD	1	00145010	6514	PUBLIC WO RENTAL OF						355.00		
	ACCOUNT DETAIL										355.00		
60427	MIPCO IMPRESSION PROD	1	00145010	6514	PUBLIC WO RENTAL OF						370.64		
	ACCOUNT DETAIL										370.64		



City of Jackson

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

CHECK RUN: CD050923 05/09/2023
 DUE DATE: 05/09/2023

CASH ACCOUNT: 999 1100		POOLED CASH - AP DISBURSEMENTS			AMOUNT	VOUCHER	CHECK
VENDOR	REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	CHECK
60427	0000		INV	05/09/2023	227183		
		ACCOUNT DETAIL			LINE AMOUNT	411.26	
		1	PUBLIC WO RENTAL OF			411.26	
60427	0000		INV	05/09/2023	227867		
		ACCOUNT DETAIL			LINE AMOUNT	448.66	
		1	PUBLIC WO RENTAL OF			448.66	
60427	0000		INV	05/09/2023	229593		
		ACCOUNT DETAIL			LINE AMOUNT	485.75	
		1	PUBLIC WO RENTAL OF			485.75	
60427	0000		INV	05/09/2023	231066		
		ACCOUNT DETAIL			LINE AMOUNT	469.93	
		1	PUBLIC WO RENTAL OF			469.93	
60427	0000		INV	05/09/2023	232444		
		ACCOUNT DETAIL			LINE AMOUNT	466.40	
		1	PUBLIC WO RENTAL OF			466.40	
60427	0000		INV	05/09/2023	232547		
		ACCOUNT DETAIL			LINE AMOUNT	989.62	
		1	WATER/SEWRENTAL OF			989.62	
60427	0000		INV	05/09/2023	232548		
		ACCOUNT DETAIL			LINE AMOUNT	92.85	
		1	WATER/SEWRENTAL OF			92.85	
60427	0000		INV	05/09/2023	232746		
		ACCOUNT DETAIL			LINE AMOUNT	349.88	
		1	ADMINISTR RENTAL OF			349.88	
60427	0000		INV	05/09/2023	232747		
		ACCOUNT DETAIL			LINE AMOUNT	6,969.74	
		1	ADMINISTR RENTAL OF			6,969.74	



City of Jackson

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

CHECK RUN: CD050923 05/09/2023
 DUE DATE: 05/09/2023

CASH ACCOUNT	999	1100	POOLED CASH - AP DISBURSEMENTS	REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	CHECK
VENDOR	60427	MIPCO IMPRESSION PROD	0000	INV	05/09/2023	234181				
		ACCOUNT DETAIL					LINE AMOUNT			
		1 00140198 6514	CHIEF ADM RENTAL OF				224.24		224.24	
							CHECK TOTAL		15,216.02	
70105		MISSISSIPPI AG COMPAN	0000	INV	05/09/2023	P97840				
		ACCOUNT DETAIL					LINE AMOUNT			
		1 00550410 6299	PARKS - M OTHER OPE				97.10		97.10	
							CHECK TOTAL		97.10	
401571		MISSISSIPPI AGRI-PROD	0000	INV	05/09/2023	41199				
		ACCOUNT DETAIL					LINE AMOUNT			
		1 39049800 6214	ZOO PARK FEED FOR A				4,993.55		4,993.55	
							CHECK TOTAL		4,993.55	
68265		MS DEPARTMENT OF HEAL	0000	INV	05/09/2023	23-132808				
		ACCOUNT DETAIL					LINE AMOUNT			
		1 00144225 6464	CRIME LAB MACHINE/E				30.00		30.00	
							CHECK TOTAL		30.00	
71860		MS DEVELOPMENT AUTHOR	0000	INV	05/09/2023	042820231				
		ACCOUNT DETAIL					LINE AMOUNT			
		1 03152030 6619	ADMINISTR REPAYMENT				11,313.16		11,313.16	
							CHECK TOTAL		11,313.16	
30808		MS EMPLOYMENT SECURIT	0000	INV	05/09/2023	03312023				
		ACCOUNT DETAIL					LINE AMOUNT			
		1 11591300 6722	UNEMPLOYMCLAIMS AG				36,302.23		36,302.23	
							CHECK TOTAL		36,302.23	



City of Jackson

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

CHECK RUN: CD050923 05/09/2023
 DUE DATE: 05/09/2023

CASH ACCOUNT	999	1100	REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	CHECK
VENDOR	11760	MS RUBBER COMPANY	0000	88230174	INV	05/09/2023	709602-1		
ACCOUNT DETAIL									
	1	00144120 6316		EMERGENCMOTOR VEH			LINE AMOUNT	186.95	
							CHECK TOTAL	186.95	
70226		MS STATE TAX COMMISSI	0000		INV	05/09/2023	04262023		
ACCOUNT DETAIL									
	1	00144240 6423		OPERATION AUTO LICE			LINE AMOUNT	132.75	
							CHECK TOTAL	132.75	
72766		MS UNITED TO END HOME	0000		EFT	05/09/2023	1015		
ACCOUNT DETAIL									
	1	12256620 6742		HOPWA-MS CTOA			LINE AMOUNT	29,735.58	
							CHECK TOTAL	29,735.58	
71606		MUNICIPAL EMERGENCY S	0000	23000574	INV	05/09/2023	IN1842923		
ACCOUNT DETAIL									
	1	00144120 6299		EMERGENCYOTHER OPE			LINE AMOUNT	2,339.00	
	2	00144140 6422		HUMAN RES FREIGHT E				451.53	
							CHECK TOTAL	2,790.53	
61831		NAPA AUTO PARTS	0000	88230165	EFT	05/09/2023	457736		
ACCOUNT DETAIL									
	1	00144120 6316		EMERGENCMOTOR VEH			LINE AMOUNT	11.78	
							CHECK TOTAL	11.78	
20230		NEEL SCHAFER INC	0000		EFT	05/09/2023	1086372		
ACCOUNT DETAIL									
	1	03252190 6823		WATER-CAP IOTBE			LINE AMOUNT	36,474.82	
							CHECK TOTAL	36,474.82	

City of Jackson



ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

CHECK RUN: CD050923 05/09/2023
 DUE DATE: 05/09/2023

CASH ACCOUNT: 988	1100	POOLED CASH - AP DISBURSEMENTS	REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	CHECK
12925	NORTHSIDE SUN	0000	0000	INV	05/09/2023	04042023			
ACCOUNT DETAIL							LINE AMOUNT		
1	00142800 6444	MUNI CLRK	LEGAL ADS,				20.00		20.00
12960	NOVELTY MACHINE WORKS	0000	88230172	INV	05/09/2023	95774			
ACCOUNT DETAIL							LINE AMOUNT		
1	00144120 6316	EMERGENC	MOTOR VEH				100.00		100.00
									100.00
70072	OFFICE DEPOT #414	0000	23000630	INV	05/09/2023	281625330001			
ACCOUNT DETAIL							LINE AMOUNT		
1	00142610 6218	OFFICE OF	OFFICE SU				110.40		
2	00142630 6218	BUSINESS	OFFICE SU				8.12		
3	00142650 6218	EQUAL BUS	OFFICE SU				13.59		
									132.11
70072	OFFICE DEPOT #414	0000	23000630	INV	05/09/2023	301684680001			
ACCOUNT DETAIL							LINE AMOUNT		
1	00142650 6218	EQUAL BUS	OFFICE SU				122.31		
70072	OFFICE DEPOT #414	0000	23000472	INV	05/09/2023	279187736001			
ACCOUNT DETAIL							LINE AMOUNT		
1	00145110 6213	STREETS/B	CLEANING				78.40		
2	00145110 6218	STREETS/B	OFFICE SU				320.87		
									399.27
70072	OFFICE DEPOT #414	0000	23000863	INV	05/09/2023	292706647001			
ACCOUNT DETAIL							LINE AMOUNT		
1	00140720 6218	OFFICE OF	OFFICE SU				344.99		
70072	OFFICE DEPOT #414	0000	23001091	INV	05/09/2023	306168081001			
ACCOUNT DETAIL							LINE AMOUNT		
1	00142800 6218	MUNI CLRK	OFFICE SUP				212.23		
									212.23
									1,210.91

City of Jackson

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

CHECK RUN: CD050923 05/09/2023
 DUE DATE: 05/09/2023

CASH ACCOUNT	999	1100	REMIT	PO	TYPE	DUE DATE	DISBURSEMENTS	INVOICE	AMOUNT	CHECK
VENDOR	999993	JAYDYN SCOTT	0000		INV	05/09/2023		14825		
		ACCOUNT DETAIL						LINE AMOUNT		
		1 01851820 6722		STATE TOR CLAIMS AG				350.00		
								CHECK TOTAL		350.00
999993	JOHN O'QUINN	0000		INV	05/09/2023		14864			
	ACCOUNT DETAIL							LINE AMOUNT		
	1 01851820 6722			STATE TOR CLAIMS AG				230.00		
								CHECK TOTAL		230.00
999993	JOHNNIE SHELBY	0000		INV	05/09/2023		14877			
	ACCOUNT DETAIL							LINE AMOUNT		
	1 01851820 6722			STATE TOR CLAIMS AG				108.00		
								CHECK TOTAL		108.00
999993	LAURENCE HILLIARD	0000		INV	05/09/2023		14843			
	ACCOUNT DETAIL							LINE AMOUNT		
	1 01851820 6722			STATE TOR CLAIMS AG				40.00		
								CHECK TOTAL		40.00
999993	LOREN WHITE	0000		INV	05/09/2023		14900			
	ACCOUNT DETAIL							LINE AMOUNT		
	1 01851820 6722			STATE TOR CLAIMS AG				4,037.65		
								CHECK TOTAL		4,037.65
999993	PAMELA & JIMMY KELLY	0000		INV	05/09/2023		14930			
	ACCOUNT DETAIL							LINE AMOUNT		
	1 01851820 6722			STATE TOR CLAIMS AG				16,024.94		
								CHECK TOTAL		16,024.94



City of Jackson

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

CHECK RUN: CD050923 05/09/2023
 DUE DATE: 05/09/2023

CASH ACCOUNT	999	1100	REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
999993	Progressive Gulf Insu		0000		INV	05/09/2023	04182023			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 01851820 6722			STATE TOR CLAIMS AG			3,019.72			3,019.72
							CHECK TOTAL			3,019.72
999993	SHERRY FOWLER		0000		INV	05/09/2023	14924			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 01851820 6722			STATE TOR CLAIMS AG			135.00			135.00
							CHECK TOTAL			135.00
999993	STEVEN CRAFT		0000		INV	05/09/2023	14841			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 01851820 6722			STATE TOR CLAIMS AG			45.00			45.00
							CHECK TOTAL			45.00
999993	TIFFANY BRISTER		0000		INV	05/09/2023	14883			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 01851820 6722			STATE TOR CLAIMS AG			160.00			160.00
							CHECK TOTAL			160.00
999993	VALERIE T. COLEMAN		0000		INV	05/09/2023	14882			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 01851820 6722			STATE TOR CLAIMS AG			320.00			320.00
							CHECK TOTAL			320.00
999992	ADRRAIN ADDISON		0000		INV	05/09/2023	04222023			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 005 2332			PARKS & R SPECIAL P			150.00			150.00
							CHECK TOTAL			150.00

City of Jackson

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

CHECK RUN: CD050923 05/09/2023
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CASH ACCOUNT	999	1100	REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	CHECK
VENDOR	999992	MARY SEAY	0000	INV	05/09/2023	04172023			
ACCOUNT DETAIL	1	005	2332	PARKS & R	SPECIAL P		LINE AMOUNT	200.00	
							CHECK TOTAL	200.00	
999992	Mildred Hawkins	0000	INV	05/09/2023	04102023		LINE AMOUNT	70.00	
ACCOUNT DETAIL	1	005	2332	PARKS & R	SPECIAL P		CHECK TOTAL	70.00	
999997	CAROLYN TRIM	0000	INV	05/09/2023	04262023		LINE AMOUNT	124.29	
ACCOUNT DETAIL	1	030	2325	WATER/SEWATER MET			CHECK TOTAL	124.29	
999997	THOM JESSE	0000	INV	05/09/2023	1244072		LINE AMOUNT	300.00	
ACCOUNT DETAIL	1	001	4647	GENERAL F RENTAL &RE			CHECK TOTAL	300.00	
999997	WILLIAM MCGUFFIE	0000	INV	05/09/2023	04192023		LINE AMOUNT	765.00	
ACCOUNT DETAIL	1	030	2325	WATER/SEWATER MET			CHECK TOTAL	765.00	
69149	P & D MACZKA INC	0000	INV	05/09/2023	1168674-0		LINE AMOUNT	160.98	
ACCOUNT DETAIL	1	00141110	6218	OFFICE OF OFFICE SU			CHECK TOTAL	160.98	
69149	P & D MACZKA INC	0000	INV	05/09/2023	20018-0		LINE AMOUNT	267.19	
ACCOUNT DETAIL	1	00141110	6218	OFFICE OF OFFICE SU			CHECK TOTAL	267.19	

City of Jackson

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

CHECK RUN: CD050923 05/09/2023
 DUE DATE: 05/09/2023



CASH ACCOUNT	999	1100	REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	CHECK
POOLED CASH - AP DISBURSEMENTS							CHECK TOTAL	428.17	VOUCHER
73558	PENNINGTON & TRIM ALA		0000	23001109	INV	05/09/2023	784449		
	ACCOUNT DETAIL						LINE AMOUNT		
	1 39049800 6419			ZOO PARK	OTHER PROF		42.00		
							CHECK TOTAL	42.00	
62824	PEOPLES BANK THE		0000		INV	05/09/2023	04042023A		
	ACCOUNT DETAIL						LINE AMOUNT		
	1 00142380 6614			JRA-CITY	BANK SERVI		2,250.00		
	2 00142380 6611			JRA-CITY	RETIREMEN		385,000.00		
	3 00142380 6612			JRA-CITY	INTEREST		94,500.00		
							CHECK TOTAL	481,750.00	
62824	PEOPLES BANK THE		0000		INV	05/09/2023	04042023B		
	ACCOUNT DETAIL						LINE AMOUNT		
	1 00142380 6611			JRA-CITY	RETIREMEN		250,000.00		
	2 00142380 6612			JRA-CITY	INTEREST		6,437.50		
							CHECK TOTAL	256,437.50	
67640	PERISCOPE INTERMEDIAT		0000		EFT	05/09/2023	SI-8861		
	ACCOUNT DETAIL						LINE AMOUNT		
	1 00141410 6443			PURCHASIN	DUES, MEM.		640.00		
							CHECK TOTAL	640.00	
6371	PETTY CASH-FINANCE/TR		0000		EFT	05/09/2023	16430		
	ACCOUNT DETAIL						LINE AMOUNT		
	1 00140193 6474			MAYOR LUM	AIR TRAVEL		926.40		
							CHECK TOTAL	926.40	
6371	PETTY CASH-FINANCE/TR		0000		EFT	05/09/2023	16452		
	ACCOUNT DETAIL						LINE AMOUNT		
	1 00144110 6443			FIRE ADMI	DUES, MEM.		350.00		
							CHECK TOTAL	350.00	
6371	PETTY CASH-FINANCE/TR		0000		EFT	05/09/2023	16431		
	ACCOUNT DETAIL						LINE AMOUNT		
	1 00140700 6473			LEGAL	TRAVEL EXP		1,436.90		
							CHECK TOTAL	1,436.90	



City of Jackson

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

CHECK RUN: CD050923 05/09/2023
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CASH ACCOUNT: 999	1100	REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
6371	PETTY CASH-FINANCE/TR	0000		EFT	05/09/2023	16415	1,436.90		
	ACCOUNT DETAIL					LINE AMOUNT			
	1 00144470 6443		COMMUNITY DUES, MEM.			75.00			
6371	PETTY CASH-FINANCE/TR	0000		EFT	05/09/2023	16439	75.00		
	ACCOUNT DETAIL					LINE AMOUNT			
	1 00140700 6474		LEGAL AIR TRAVEL			476.40			
6371	PETTY CASH-FINANCE/TR	0000		EFT	05/09/2023	16420	476.40		
	ACCOUNT DETAIL					LINE AMOUNT			
	1 00945510 6443		ADMINISTR DUES, MEM.			400.00			
6371	PETTY CASH-FINANCE/TR	0000		EFT	05/09/2023	16444	400.00		
	ACCOUNT DETAIL					LINE AMOUNT			
	1 00144410 6443		ADMINISTR DUES, MEM.			500.00			
6371	PETTY CASH-FINANCE/TR	0000		EFT	05/09/2023	16449	500.00		
	ACCOUNT DETAIL					LINE AMOUNT			
	1 00945510 6473		ADMINISTR TRAVEL EXP			222.58			
6371	PETTY CASH-FINANCE/TR	0000		EFT	05/09/2023	16459	222.58		
	ACCOUNT DETAIL					LINE AMOUNT			
	1 00140310 6443		LAND USE DUES, MEM.			125.00			
6371	PETTY CASH-FINANCE/TR	0000		EFT	05/09/2023	16461	125.00		
	ACCOUNT DETAIL					LINE AMOUNT			
	1 00140310 6443		LAND USE DUES, MEM.			125.00			
6371	PETTY CASH-FINANCE/TR	0000		EFT	05/09/2023	16460	125.00		
	ACCOUNT DETAIL					LINE AMOUNT			
	1 00140310 6443		LAND USE DUES, MEM.			125.00			
6371	PETTY CASH-FINANCE/TR	0000		EFT	05/09/2023	16462	125.00		
	ACCOUNT DETAIL					LINE AMOUNT			
	1 00140440 6443		RENTAL&RE@UES, MEM.			125.00			



City of Jackson

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CHECK RUN: CD050923 05/09/2023
 DUE DATE: 05/09/2023

CASH ACCOUNT: 999		1100		POOLED CASH - AP DISBURSEMENTS		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
VENDOR	6371	PETTY CASH-FINANCE/TR	ACCOUNT DETAIL	0000	EFT	05/09/2023	16453		LINE AMOUNT				
		1	00144470 6443					COMMUNITY DUES, MEM.	125.00				
	6371	PETTY CASH-FINANCE/TR	ACCOUNT DETAIL	0000	EFT	05/09/2023	16457		125.00				
		1	00140410 6443					PLANNING DUES, MEM.	125.00				
	6371	PETTY CASH-FINANCE/TR	ACCOUNT DETAIL	0000	EFT	05/09/2023	16405		575.00				
		1	00140700 6443					LEGAL DUES, MEM.	575.00				
	6371	PETTY CASH-FINANCE/TR	ACCOUNT DETAIL	0000	EFT	05/09/2023	16421		400.00				
		1	00550125 6419					PROGRAMMOTHER PRO	400.00				
	6371	PETTY CASH-FINANCE/TR	ACCOUNT DETAIL	0000	EFT	05/09/2023	16451		350.00				
		1	00144710 6443					FIRE ADMI DUES, MEM.	350.00				
	6371	PETTY CASH-FINANCE/TR	ACCOUNT DETAIL	0000	EFT	05/09/2023	16389		566.74				
		1	00141120 6473					BUDGET OF TRAVEL EXP	566.74				
	6371	PETTY CASH-FINANCE/TR	ACCOUNT DETAIL	0000	EFT	05/09/2023	16423		32.20				
		1	00140193 6473					MAYOR LUM TRAVEL EXP	32.20				
	6371	PETTY CASH-FINANCE/TR	ACCOUNT DETAIL	0000	EFT	05/09/2023	16428		183.08				
		1	00141140 6473					OFFICE OF TRAVEL EXP	183.08				
	6371	PETTY CASH-FINANCE/TR	ACCOUNT DETAIL	0000	EFT	05/09/2023	16426		168.50				
		1	00144210 6473					OFFICE OF TRAVEL EXP	168.50				



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CHECK RUN: CD050923 05/09/2023
 DUE DATE: 05/09/2023

VENDOR	CASH ACCOUNT	999	1100	REMIT	PO	PO	TYPE	DUE DATE	INVOICE	AMOUNT	CHECK
6371	PETTY CASH-FINANCE/TR	0000					EFT	05/09/2023	16424		
	ACCOUNT DETAIL								LINE AMOUNT	353.50	
	1 00144210 6473						OFFICE OF TRAVEL EXP				
6371	PETTY CASH-FINANCE/TR	0000					EFT	05/09/2023	16408		
	ACCOUNT DETAIL								LINE AMOUNT	58.56	
	1 00140193 6473						MAYOR LUM TRAVEL EXP				
6371	PETTY CASH-FINANCE/TR	0000					EFT	05/09/2023	16387		
	ACCOUNT DETAIL								LINE AMOUNT	264.04	
	1 00141140 6473						OFFICE OF TRAVEL EXP				
6371	PETTY CASH-FINANCE/TR	0000					EFT	05/09/2023	16416		
	ACCOUNT DETAIL								LINE AMOUNT	409.12	
	1 18756520 6473						TRANSIT S TRAVEL EXP				
6371	PETTY CASH-FINANCE/TR	0000					EFT	05/09/2023	16417		
	ACCOUNT DETAIL								LINE AMOUNT	409.12	
	1 18756520 6473						TRANSIT S TRAVEL EXP				
6371	PETTY CASH-FINANCE/TR	0000					EFT	05/09/2023	16367		
	ACCOUNT DETAIL								LINE AMOUNT	32.20	
	1 00140193 6473						MAYOR LUM TRAVEL EXP				
6371	PETTY CASH-FINANCE/TR	0000					EFT	05/09/2023	16377		
	ACCOUNT DETAIL								LINE AMOUNT	1,340.90	
	1 00144110 6473						FIRE ADMI TRAVEL EXP				
6371	PETTY CASH-FINANCE/TR	0000					EFT	05/09/2023	16466		
	ACCOUNT DETAIL								LINE AMOUNT	591.22	
	1 00144110 6473						FIRE ADMI TRAVEL EXP				
6371	PETTY CASH-FINANCE/TR	0000					EFT	05/09/2023	16463		
	ACCOUNT DETAIL								LINE AMOUNT	225.77	
	1 00845510 6473						ADMINISTR TRAVEL EXP				



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CASH ACCOUNT	999	1100	POOLED CASH - AP DISBURSEMENTS	REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
6371	PETTY CASH-FINANCE/TR	0000	EFT	05/09/2023	16465						
	ACCOUNT DETAIL							LINE AMOUNT			
	1 00140410 6443		PLANNING DUES, MEM.					325.00			
6371	PETTY CASH-FINANCE/TR	0000	EFT	05/09/2023	16489						
	ACCOUNT DETAIL							LINE AMOUNT			
	1 00140198 6473		CHIEF ADM TRAVEL EXP					95.56			
6371	PETTY CASH-FINANCE/TR	0000	EFT	05/09/2023	16469						
	ACCOUNT DETAIL							LINE AMOUNT			
	1 00140410 6473		PLANNING TRAVEL EXP					367.36			
6371	PETTY CASH-FINANCE/TR	0000	EFT	05/09/2023	16473						
	ACCOUNT DETAIL							LINE AMOUNT			
	1 00144470 6473		COMMUNITY TRAVEL EXP					502.00			
6371	PETTY CASH-FINANCE/TR	0000	EFT	05/09/2023	16422						
	ACCOUNT DETAIL							LINE AMOUNT			
	1 00144110 6423		FIRE ADM AUTO LICE					9.00			
6371	PETTY CASH-FINANCE/TR	0000	EFT	05/09/2023	16479						
	ACCOUNT DETAIL							LINE AMOUNT			
	1 00144110 6473		FIRE ADM TRAVEL EXP					382.04			
6371	PETTY CASH-FINANCE/TR	0000	EFT	05/09/2023	16482						
	ACCOUNT DETAIL							LINE AMOUNT			
	1 00140193 6474		MAYOR LUM AIR TRAVEL					901.40			
	2 00140198 6474		CHIEF ADM AIR TRAVEL					901.40			
	3 00140199 6474		CFO AIR TRAVEL					901.40			
6371	PETTY CASH-FINANCE/TR	0000	EFT	05/09/2023	164188						
	ACCOUNT DETAIL							LINE AMOUNT			
	1 00140193 6474		MAYOR LUM AIR TRAVEL					728.40			
	2 00140193 6474		MAYOR LUM AIR TRAVEL					728.40			
								CHECK TOTAL			
								1,456.80			
								16,939.19			



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CASH ACCOUNT	999	1100	REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	CHECK
VENDOR	72887	PHOENIX MEDIA GROUP L	0000	23000758	INV	05/09/2023	000127		
		ACCOUNT DETAIL						LINE AMOUNT	VOUCHER
		1 00550125 6419		PROGRAM/OTHER PRO				350.00	
								350.00	
		401898 PINCRAFTERS LTD	0000	23001061	INV	05/09/2023	55654		
		ACCOUNT DETAIL						LINE AMOUNT	
		1 00141300 6422		PERSONNEL/FREIGHT E				30.00	
		2 00141300 6729		PERSONNEL/SUNDRY-AW				810.00	
								840.00	
								840.00	
		70252 PITRE'S ENVIRO SERVIC	0000		INV	05/09/2023	54597		
		ACCOUNT DETAIL						LINE AMOUNT	
		1 18756580 6461		FTA CARES BUILDINGS				1,189.85	
								1,189.85	
								1,189.85	
		19021 PRECISION DELTA CORP	0000	22001326	INV	05/09/2023	26978		
		ACCOUNT DETAIL						LINE AMOUNT	
		1 00144227 6224		POLICE PI LAW ENFOR				425.70	
								425.70	
								425.70	
		46460 PUBLIC EMPLOYEES RETI	0000		INV	05/09/2023	04282023-3		
		ACCOUNT DETAIL						LINE AMOUNT	
		1 05555101 6760		D & R ADMI PAYMENT TO				107,882.66	
								107,882.66	
								107,882.66	
		72737 RESULTZ BIZ	0000		EFT	05/09/2023	041423		
		ACCOUNT DETAIL						LINE AMOUNT	
		1 00490400 6419		COMPUTER OTHER PRO				5,265.00	
								5,265.00	
								5,265.00	
		72737 RESULTZ BIZ	0000		EFT	05/09/2023	042823		
		ACCOUNT DETAIL						LINE AMOUNT	
		1 00490400 6419		COMPUTER OTHER PRO				5,200.00	
								5,200.00	

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CHECK RUN: CD050923 05/09/2023
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VENDOR	CASH ACCOUNT: 999	1100	REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
401649	RICHARD'S DISPOSAL I		0000		INV	05/09/2023	2BX00001	5,200.00		
	ACCOUNT DETAIL									
	1 00945510 6492			ADMINISTR PRIVATE G			LINE AMOUNT			
							808,035.00			
							CHECK TOTAL			10,465.00
63817	ROBERT J YOUNG COMPAN		0000		INV	05/09/2023	INV6264487	808,035.00		
	ACCOUNT DETAIL						LINE AMOUNT			
	1 00140410 6514			PLANNING RENTAL OF			629.31			
							CHECK TOTAL			629.31
63817	ROBERT J YOUNG COMPAN		0000		INV	05/09/2023	INV6287851	367.39		
	ACCOUNT DETAIL						LINE AMOUNT			
	1 03152220 6514			OPERATION RENTAL OF			367.39			
							CHECK TOTAL			367.39
							CHECK TOTAL			996.70
63817	ROBERT J YOUNG COMPAN		0000		INV	05/09/2023	INV6293224	748.15		
	ACCOUNT DETAIL						LINE AMOUNT			
	1 00141510 6514			MCS ADMIN RENTAL OF			748.15			
							CHECK TOTAL			748.15
							CHECK TOTAL			748.15
63817	ROBERT J YOUNG COMPAN		0000		INV	05/09/2023	INV6293225	141.83		
	ACCOUNT DETAIL						LINE AMOUNT			
	1 00141510 6514			MCS ADMIN RENTAL OF			141.83			
							CHECK TOTAL			141.83
							CHECK TOTAL			141.83
73525	ROBERTSON PRODUCE OF		0000	23001144	INV	05/09/2023	326480			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 39049800 6214			ZOO PARK FEED FOR A			603.00			
	2 39049800 6215			ZOO PARK FUEL USAGE			5.50			
							CHECK TOTAL			608.50



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CASH ACCOUNT	999	1100	REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	CHECK
VENDOR	73525	ROBERTSON PRODUCE OF	0000	23001193	INV	05/09/2023	327334		
		ACCOUNT DETAIL					LINE AMOUNT		
		1 39049800 6214		ZOO PARK	FEED FOR A		732.50		
		2 39049800 6215		ZOO PARK	FUEL USAGE		5.50		
							CHECK TOTAL		738.00
									1,346.50
70417	RRW LLC DOOR & HARDWA	0000	23000815	INV	05/09/2023	9953			
	ACCOUNT DETAIL						LINE AMOUNT		
	1 00550460 6419			PARKS -BA	OTHER PRO		4,405.00		
							CHECK TOTAL		4,405.00
400523	RUTHIE WEBB	0000		INV	05/09/2023	001112744			
	ACCOUNT DETAIL						LINE AMOUNT		
	1 00550126 6419			ATHLETICS	OTHER PRO		33.00		
							CHECK TOTAL		33.00
72857	SAFE AND SOUND SURVEI	0000		INV	05/09/2023	202263			
	ACCOUNT DETAIL						LINE AMOUNT		
	1 18756510 6461			JATRAN-OP	BUILDINGS		1,360.00		
							CHECK TOTAL		1,360.00
401242	SANDRA A HARPER	0000		INV	05/09/2023	001112739			
	ACCOUNT DETAIL						LINE AMOUNT		
	1 00550126 6419			ATHLETICS	OTHER PRO		75.00		
							CHECK TOTAL		75.00
61991	SANSOM EQUIPMENT CO.,	0000	23001214	INV	05/09/2023	P04483			
	ACCOUNT DETAIL						LINE AMOUNT		
	1 03152220 6317			OPERATION	OTHER REP		2,022.74		
	2 03152220 6422			OPERATION	FREIGHT E		128.54		
							CHECK TOTAL		2,151.28

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CASH ACCOUNT: 999		1100		POOLED CASH - AP DISBURSEMENTS		INVOICE	AMOUNT	CHECK
VENDOR	REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
72144	0000	23001198	INV	05/09/2023	165696			
		SECURITY SUPPORT SERV						
		ACCOUNT DETAIL						
		1	00550126 6419		LINE AMOUNT	43.90		
		2	00550480 6420		ATHLETICS OTHER PRO	21.95		
			PARKS - M CONTRACT		CHECK TOTAL	65.85		65.85
65468	0000		INV	05/09/2023	26,234.55			
		SHERIDAN SUZY CSR						
		ACCOUNT DETAIL						
		1	00140320 6419		LINE AMOUNT	250.00		250.00
			ZONING DI OTHER PRO		CHECK TOTAL	250.00		250.00
15280	0000	77230518	INV	05/09/2023	2181-2			
		SHERWIN WILLIAMS #73						
		ACCOUNT DETAIL						
		1	00141810 6317		LINE AMOUNT	68.47		68.47
			ARTS CENT OTHER REP		CHECK TOTAL	68.47		68.47
15280	0000	77230544	INV	05/09/2023	2217-4			
		SHERWIN WILLIAMS #73						
		ACCOUNT DETAIL						
		1	00550125 6312		LINE AMOUNT	45.88		45.88
			PROGRAMMIPAINTS, O		CHECK TOTAL	114.35		114.35
400051	0000	23000904	INV	05/09/2023	227024145			
		SIMPLOT AB RETAIL INC						
		ACCOUNT DETAIL						
		1	00550430 6211		LINE AMOUNT	2,479.90		2,479.90
			PARKS -GO AGRI + BO		CHECK TOTAL	2,479.90		2,479.90
400051	0000	23000904	INV	05/09/2023	232010774			
		SIMPLOT AB RETAIL INC						
		ACCOUNT DETAIL						
		1	00550430 6211		LINE AMOUNT	2,504.60		2,504.60
			PARKS -GO AGRI + BO		CHECK TOTAL	2,504.60		2,504.60
400051	0000	23000897	INV	05/09/2023	218064497			
		SIMPLOT AB RETAIL INC						
		ACCOUNT DETAIL						
		1	00550430 6211		LINE AMOUNT	2,629.83		2,629.83
			PARKS -GO AGRI + BO		CHECK TOTAL	2,629.83		2,629.83
400051	0000	23000897	INV	05/09/2023	227024121			
		SIMPLOT AB RETAIL INC						
		ACCOUNT DETAIL						
		1	00550430 6211		LINE AMOUNT	1,127.07		1,127.07
			PARKS -GO AGRI + BO		CHECK TOTAL	1,127.07		1,127.07

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VENDOR	CASH ACCOUNT: 989	1100	REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
400051	SIMPLOT AB RETAIL INC		0000	23000897	INV	05/09/2023	227024648	1,127.07		
	ACCOUNT DETAIL						LINE AMOUNT			
	1 00550430 6211			PARKS -GO AGRI + BO			1,046.42			
							CHECK TOTAL	1,046.42		9,787.82
400321	SOUTHERN HOSE AND GAS		0000	88230171	INV	05/09/2023	240307			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 00144120 6316			EMERGENCMOTOR VEH			89.41			89.41
							CHECK TOTAL	89.41		89.41
401670	SP METERS JACKSON MS		0000		INV	05/09/2023	1348			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 37652010 6419			WATER OTHER PROF			454,045.94			454,045.94
							CHECK TOTAL	454,045.94		454,045.94
73100	SOUTHERN PUMP & TANK		0000		INV	05/09/2023	93577150			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 03152240 6419			FIELD O & OTHER PRO			100.00			100.00
73100	SOUTHERN PUMP & TANK		0000		INV	05/09/2023	93573216			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 03152235 6419			TRAHON TR OTHER PRO			926.54			926.54
73100	SOUTHERN PUMP & TANK		0000		INV	05/09/2023	93556649			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 03152235 6419			TRAHON TR OTHER PRO			100.00			100.00
73100	SOUTHERN PUMP & TANK		0000		INV	05/09/2023	93533096			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 03152240 6419			FIELD O & OTHER PRO			100.00			100.00
73100	SOUTHERN PUMP & TANK		0000		INV	05/09/2023	93547030			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 00149300 6419			MISC. ADM OTHER PRO			100.00			100.00



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VENDOR	CASH ACCOUNT	999	1100	REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	CHECK
73100	SOUTHERN PUMP & TANK			0000		INV	05/09/2023	93577528	100.00	
	ACCOUNT DETAIL							LINE AMOUNT		
	1 00149300 6419			MISC. ADM		OTHER PRO		100.00		
								CHECK TOTAL	1,426.54	
66485	STAFFERS INC			0000		EFT	05/09/2023	3026-0500096635	545.68	
	ACCOUNT DETAIL							LINE AMOUNT		
	1 00144420 6489			BUILDING		CONTRACT		545.68		
66485	STAFFERS INC			0000		EFT	05/09/2023	3026-0500096274	1,006.40	
	ACCOUNT DETAIL							LINE AMOUNT		
	1 38271532 6419			SIG		OTHER PROF		1,006.40		
66485	STAFFERS INC			0000		EFT	05/09/2023	3026-0500096420	515.78	
	ACCOUNT DETAIL							LINE AMOUNT		
	1 38271532 6419			SIG		OTHER PROF		515.78		
66485	STAFFERS INC			0000		EFT	05/09/2023	3026-0500096708	1,228.10	
	ACCOUNT DETAIL							LINE AMOUNT		
	1 38271532 6419			SIG		OTHER PROF		1,228.10		
66485	STAFFERS INC			0000		EFT	05/09/2023	3026-0500096707	358.80	
	ACCOUNT DETAIL							LINE AMOUNT		
	1 00144420 6489			BUILDING		CONTRACT		358.80		
66485	STAFFERS INC			0000		EFT	05/09/2023	3026-0500096706	485.88	
	ACCOUNT DETAIL							LINE AMOUNT		
	1 00144420 6489			BUILDING		CONTRACT		485.88		
66485	STAFFERS INC			0000		EFT	05/09/2023	3026-0500096769	583.05	
	ACCOUNT DETAIL							LINE AMOUNT		
	1 00144420 6489			BUILDING		CONTRACT		583.05		
66485	STAFFERS INC			0000		EFT	05/09/2023	3026-0500096770	523.25	
	ACCOUNT DETAIL							LINE AMOUNT		
	1 00144420 6489			BUILDING		CONTRACT		523.25		

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VENDOR	CASH ACCOUNT	999	1100	REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
66485	STAFFERS INC			0000		EFT	05/09/2023	3026-0500096771	523.25		
	ACCOUNT DETAIL							LINE AMOUNT			
	1 38271532 6419	SIG				OTHER PROF		1,081.15			
66485	STAFFERS INC			0000		EFT	05/09/2023	3026-0500096833	1,081.15		
	ACCOUNT DETAIL							LINE AMOUNT			
	1 00144420 6489	BUILDING				CONTRACT		343.85			
66485	STAFFERS INC			0000		EFT	05/09/2023	3026-0500096562	343.85		
	ACCOUNT DETAIL							LINE AMOUNT			
	1 38271532 6419	SIG				OTHER PROF		1,258.00			
66485	STAFFERS INC			0000		EFT	05/09/2023	3026-0500096421	1,258.00		
	ACCOUNT DETAIL							LINE AMOUNT			
	1 38271532 6419	SIG				OTHER PROF		1,111.05			
								CHECK TOTAL	1,111.05		
									9,040.99		
401918	STAPLES CONTRACT & CO			0000	23001174	INV	05/09/2023	3536370232	162.04		
	ACCOUNT DETAIL							LINE AMOUNT			
	1 00141410 6218	PURCHASIN				OFFICE SU		162.04			
								CHECK TOTAL	162.04		
19482	STATE INDUSTRIAL PROD			0000	23001217	EFT	05/09/2023	902883232	650.00		
	ACCOUNT DETAIL							LINE AMOUNT			
	1 031 1503	WATER/SEW				WATER/SEW		650.00			
								CHECK TOTAL	650.00		
71633	STATE OF MISSISSIPPI			0000		INV	05/09/2023	DEQ-00000270	1,100.00		
	ACCOUNT DETAIL							LINE AMOUNT			
	1 08596410 6419	LEAD-BASE				OTHER PRO		1,100.00			
								CHECK TOTAL	1,100.00		

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CASH ACCOUNT: 999		1100		POOLED CASH - AP DISBURSEMENTS					
VENDOR	REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK	
60601	STATE TREASURER 3474	0000	INV	05/09/2023	05032023				
	ACCOUNT DETAIL								
	1 001	2326	GENERAL F LOCAL REC			41.00			
						CHECK TOTAL			41.00
46588	STEGALL NOTARY SERVIC	0000	INV	05/09/2023	04182023				
	ACCOUNT DETAIL								
	1 00140410	6419	PLANNING OTHER PRO			178.00			
						CHECK TOTAL			178.00
60405	STEWPO T COMMUNITY SER	0000	EFT	05/09/2023	97				
	ACCOUNT DETAIL								
	1 37971513	6742	STEWPO T-ES: NTRB OTH			8,916.50			
						CHECK TOTAL			8,916.50
60405	STEWPO T COMMUNITY SER	0000	EFT	05/09/2023	98				
	ACCOUNT DETAIL								
	1 37971513	6742	STEWPO T-ES: NTRB OTH			12,944.75			
						CHECK TOTAL			12,944.75
60405	STEWPO T COMMUNITY SER	0000	EFT	05/09/2023	99				
	ACCOUNT DETAIL								
	1 37971513	6742	STEWPO T-ES: NTRB OTH			1,850.42			
						CHECK TOTAL			1,850.42
60405	STEWPO T COMMUNITY SER	0000	EFT	05/09/2023	1008				
	ACCOUNT DETAIL								
	1 38271535	6742	STWPTDCVCNTRB OTH			1,505.00			
						CHECK TOTAL			1,505.00
60405	STEWPO T COMMUNITY SER	0000	EFT	05/09/2023	321				
	ACCOUNT DETAIL								
	1 38271535	6742	STWPTDCVCNTRB OTH			31,216.40			
						CHECK TOTAL			31,216.40
47085	STUART C. IRBY CO	0000	INV	05/09/2023	S013464154.001				
	ACCOUNT DETAIL								
	1 00550125	6315	PROGRAMMIELECTRICA			159.00			
						CHECK TOTAL			159.00



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CASH ACCOUNT:	989	1100	POOLED CASH - AP DISBURSEMENTS			INVOICE	AMOUNT	VOUCHER	CHECK
VENDOR	REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK	
47085	0000	77230488	INV	05/09/2023	S013487271.001				
			FIRE VEHI	OTHER OPE	LINE AMOUNT	1,166.07			
					1,166.07				
47085	0000	77230489	INV	05/09/2023	S013487295.001				
			PROGRAMMIELECTRICA		LINE AMOUNT	150.86			
					150.86				
47085	0000	77230465	INV	05/09/2023	S013477885.001				
			CARE & MA	BUILDINGS	LINE AMOUNT	510.60			
					510.60				
47085	0000	77230500	INV	05/09/2023	S013517010.001				
			CARE & MA	BUILDINGS	LINE AMOUNT	102.90			
					102.90				
47085	0000	77230484	INV	05/09/2023	S013508311.001				
			FIRE STAT	BUILDINGS	LINE AMOUNT	27.45			
					27.45				
					CHECK TOTAL	27.45			
						2,116.88			
40994	0000	88230158	EFT	05/09/2023	339725				
			EMERGENCMOTOR VEH		LINE AMOUNT	537.76			
					537.76				
40994	0000	88230175	EFT	05/09/2023	00001053				
			EMERGENCMOTOR VEH		LINE AMOUNT	926.48			
					926.48				
40994	0000	88230175	EFT	05/09/2023	00001289				
			EMERGENCMOTOR VEH		LINE AMOUNT	300.88			
					300.88				
40994	0000	88230175	EFT	05/09/2023	00001335				
			EMERGENCMOTOR VEH		LINE AMOUNT	892.82			
					892.82				

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VENDOR	CASH ACCOUNT: 999	1100	REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	CHECK
							CHECK TOTAL	216,279.00	VOUCHER
							CHECK TOTAL	510.00	CHECK
72004	THE MS BAR		0000		INV	05/09/2023	TMB-042023-0087		
	ACCOUNT DETAIL						LINE AMOUNT	510.00	
	1 00140700 6443			LEGAL	DUES, MEM.				
							CHECK TOTAL	510.00	
72057	THE SOUTHERN CONNECTI		0000	23000766	INV	05/09/2023	25381		
	ACCOUNT DETAIL						LINE AMOUNT	3,006.00	
	1 00144470 6217			COMMUNITY UNIFORMS					
							CHECK TOTAL	3,006.00	
72057	THE SOUTHERN CONNECTI		0000	23000889	INV	05/09/2023	25662		
	ACCOUNT DETAIL						LINE AMOUNT	84.00	
	1 00144120 6217			EMERGENCY UNIFORMS					
							CHECK TOTAL	84.00	
72057	THE SOUTHERN CONNECTI		0000	23001067	INV	05/09/2023	25560		
	ACCOUNT DETAIL						LINE AMOUNT	429.90	
	1 00144120 6217			EMERGENCY UNIFORMS					
							CHECK TOTAL	429.90	
19685	THYSSENKRUPP ELEVATOR		0000	77230493	INV	05/09/2023	3007169203		
	ACCOUNT DETAIL						LINE AMOUNT	296.54	
	1 00141810 6464			ARTS CENT MACHINE/E					
	2 00141910 6464			MUNICIPAL MACHINE/E					
	3 00142300 6419			REDEVELOPOTHER PRO					
	4 00144170 6419			FIRE STAT OTHER PRO					
	5 00144235 6464			PUBLIC SA MACHINE/E					
	6 00145300 6464			CARE & MA MACHINE/E					
							CHECK TOTAL	4,612.61	
							CHECK TOTAL	4,612.61	



City of Jackson

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

CHECK RUN: CD050923 05/09/2023
 DUE DATE: 05/09/2023

CASH/ACCOUNT:	399	1100	POOLED CASH - AP DISBURSEMENTS	REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	CHECK
VENDOR	401857	TIMOTHY CRAIG HOWARD		0000		EFT	05/09/2023	005		
ACCOUNT DETAIL	1	00140770	6414						LINE AMOUNT	CHECK TOTAL
69047	TNT SCREEN PRINTING	0000	23001025	INV	05/09/2023		1629		4,400.00	4,400.00
	ACCOUNT DETAIL	1	00144240	6217					1,350.00	1,350.00
				OPERATION UNIFORMS						
69523	TOWER SENTRY	0000		EFT	05/09/2023		27443		455.00	455.00
	ACCOUNT DETAIL	1	00490400	6462						
				COMPUTER STRUCTURE						
71848	TRANSDDEV SERVICES	0000		EFT	05/09/2023		2023-3B		308,997.62	308,997.62
	ACCOUNT DETAIL	1	18756510	6425						
				JATRAM-OP PUBLIC TR						
71848	TRANSDDEV SERVICES	0000		EFT	05/09/2023		2023-3A		395,603.64	395,603.64
	ACCOUNT DETAIL	1	18756510	6425						
				JATRAM-OP PUBLIC TR						
61408	ULINE INC	0000	23001018	INV	05/09/2023		162924581		112.97	412.97
	ACCOUNT DETAIL	1	00144220	6422						
		2	00144240	6224					300.00	412.97
				SUPPORT S FREIGHT E						
				OPERATION LAW ENFOR						
69412	UNITED PLUMBING & HEA	0000	77230498	INV	05/09/2023		1012380-1		351.00	351.00
	ACCOUNT DETAIL	1	00550140	6311						
				TENNIS CO BUILDING						



City of Jackson

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

CHECK RUN: CD050923 05/09/2023
 DUE DATE: 05/09/2023

CASH ACCOUNT: 999		1100		POOLED CASH - AP DISBURSEMENTS		REMIT		PO		TYPE		DUE DATE		INVOICE		AMOUNT		VOUCHER		CHECK		
69412	UNITED PLUMBING & HEA	0000	77230495	INV	05/09/2023	0000	77230495	INV	05/09/2023	05/09/2023	05/09/2023	05/09/2023	05/09/2023	05/09/2023	05/09/2023	05/09/2023	05/09/2023	05/09/2023	05/09/2023	05/09/2023	05/09/2023	05/09/2023
	ACCOUNT DETAIL																					
	1 00144225 6452			CRIME LAB WATER/SEWE																		
69412	UNITED PLUMBING & HEA	0000	77230502	INV	05/09/2023	0000	77230502	INV	05/09/2023	05/09/2023	05/09/2023	05/09/2023	05/09/2023	05/09/2023	05/09/2023	05/09/2023	05/09/2023	05/09/2023	05/09/2023	05/09/2023	05/09/2023	05/09/2023
	ACCOUNT DETAIL																					
	1 00144170 6461			FIRE STAT BUILDINGS																		
69412	UNITED PLUMBING & HEA	0000	77230504	INV	05/09/2023	0000	77230504	INV	05/09/2023	05/09/2023	05/09/2023	05/09/2023	05/09/2023	05/09/2023	05/09/2023	05/09/2023	05/09/2023	05/09/2023	05/09/2023	05/09/2023	05/09/2023	05/09/2023
	ACCOUNT DETAIL																					
	1 00144170 6461			FIRE STAT BUILDINGS																		
69412	UNITED PLUMBING & HEA	0000	77230508	INV	05/09/2023	0000	77230508	INV	05/09/2023	05/09/2023	05/09/2023	05/09/2023	05/09/2023	05/09/2023	05/09/2023	05/09/2023	05/09/2023	05/09/2023	05/09/2023	05/09/2023	05/09/2023	05/09/2023
	ACCOUNT DETAIL																					
	1 00144170 6461			FIRE STAT BUILDINGS																		
69412	UNITED PLUMBING & HEA	0000	77230505	INV	05/09/2023	0000	77230505	INV	05/09/2023	05/09/2023	05/09/2023	05/09/2023	05/09/2023	05/09/2023	05/09/2023	05/09/2023	05/09/2023	05/09/2023	05/09/2023	05/09/2023	05/09/2023	05/09/2023
	ACCOUNT DETAIL																					
	1 00141910 6317			MUNICIPAL OTHER REP																		
69412	UNITED PLUMBING & HEA	0000	77230511	INV	05/09/2023	0000	77230511	INV	05/09/2023	05/09/2023	05/09/2023	05/09/2023	05/09/2023	05/09/2023	05/09/2023	05/09/2023	05/09/2023	05/09/2023	05/09/2023	05/09/2023	05/09/2023	05/09/2023
	ACCOUNT DETAIL																					
	1 00145300 6461			CARE & MA BUILDINGS																		
69412	UNITED PLUMBING & HEA	0000	77230512	INV	05/09/2023	0000	77230512	INV	05/09/2023	05/09/2023	05/09/2023	05/09/2023	05/09/2023	05/09/2023	05/09/2023	05/09/2023	05/09/2023	05/09/2023	05/09/2023	05/09/2023	05/09/2023	05/09/2023
	ACCOUNT DETAIL																					
	1 00144170 6461			FIRE STAT BUILDINGS																		
69412	UNITED PLUMBING & HEA	0000	77230509	INV	05/09/2023	0000	77230509	INV	05/09/2023	05/09/2023	05/09/2023	05/09/2023	05/09/2023	05/09/2023	05/09/2023	05/09/2023	05/09/2023	05/09/2023	05/09/2023	05/09/2023	05/09/2023	05/09/2023
	ACCOUNT DETAIL																					
	1 00145124 6299			SBD - PAV OTHER OPE																		
	2 00145125 6299			SBD - D OTHER OPE																		
	3 03152210 6299			ADMINISTR OTHER OPE																		
	4 03152215 6299			MAINTENAN OTHER OPE																		
	5 03152220 6299			OPERATION OTHER OPE																		

City of Jackson



ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

CHECK RUN: CD050923 05/09/2023
 DUE DATE: 05/09/2023

CASH ACCOUNT	999	1100	POOLED CASH - AP DISBURSEMENTS	REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	CHECK
69412	UNITED PLUMBING & HEA		77230516	0000	INV	05/09/2023	1012404-1			
	ACCOUNT DETAIL							LINE AMOUNT		
	1 00550180 6317		AQUATICS OTHER REP					2,360.00		2,360.00
69412	UNITED PLUMBING & HEA		77230503	0000	INV	05/09/2023	1012426-1			
	ACCOUNT DETAIL							LINE AMOUNT		
	1 00550140 6317		TENNIS CO OTHER REP					234.50		234.50
								CHECK TOTAL		5,846.75
70140	UNIVERSAL SERVICES		22002096	0000	INV	05/09/2023	26469			
	ACCOUNT DETAIL							LINE AMOUNT		
	1 40450133 6419		DFA-PETEBROTHER PROF					8,406.00		8,406.00
								CHECK TOTAL		8,406.00
73352	UNLIMITED FENCE SOLUT		23001108	0000	EFT	05/09/2023	272			
	ACCOUNT DETAIL							LINE AMOUNT		
	1 39049800 6317		ZOO PARK OTHER REPA					4,986.98		4,986.98
								CHECK TOTAL		4,986.98
401243	V L GRAY			0000	INV	05/09/2023	08112738			
	ACCOUNT DETAIL							LINE AMOUNT		
	1 00550126 6419		ATHLETICS OTHER PRO					75.00		75.00
								CHECK TOTAL		75.00
72099	VEOLIA NORTH AMERICA			0000	EFT	05/09/2023	9000087576			
	ACCOUNT DETAIL							LINE AMOUNT		
	1 03152230 6491		WASTEWATERCONTRACT					923,461.65		
	2 03152235 6491		TRAHON TR CONTRACT					88,332.03		
	3 03152240 6491		FIELD O & CONTRACT					149,720.53		
	4 03152270 6491		PRESIDENT CONTRACT					29,679.28		
								CHECK TOTAL		1,191,193.49
										1,191,193.49



City of Jackson

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

CHECK RUN: CD050923 05/09/2023
 DUE DATE: 05/09/2023

CASH ACCOUNT:	999	1100	POOLED CASH - AP DISBURSEMENTS	REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
VENDOR:	400405	VERNON MATLOCK	23000411	0000	EFT	05/09/2023	92				
ACCOUNT DETAIL											
	1	00145124	6333		SBD - PAV	CONCRETE		LINE AMOUNT	4,800.00		
								CHECK TOTAL	4,800.00		
40049		WAGGONER ENGINEERING	0000		INV	05/09/2025	40313	LINE AMOUNT			
		ACCOUNT DETAIL									
	1	15745190	6824		ECIP	IOTBC		LINE AMOUNT	26,432.02		
								CHECK TOTAL	26,432.02		
40049		WAGGONER ENGINEERING	0000		INV	05/09/2023	40543	LINE AMOUNT			
		ACCOUNT DETAIL									
	1	15745190	6824		ECIP	IOTBC		LINE AMOUNT	50,286.57		
								CHECK TOTAL	50,286.57		
40049		WAGGONER ENGINEERING	0000		INV	05/09/2023	40718	LINE AMOUNT			
		ACCOUNT DETAIL									
	1	15745190	6824		ECIP	IOTBC		LINE AMOUNT	65,741.07		
								CHECK TOTAL	65,741.07		
18124		WATER SEWER BUSINESS	0000		INV	05/09/2023	047000050923	LINE AMOUNT			
		ACCOUNT DETAIL									
	1	00550430	6452		PARKS -GO	WATER/SEWE		LINE AMOUNT	1,624.57		
								CHECK TOTAL	1,624.57		
18124		WATER SEWER BUSINESS	0000		INV	05/09/2023	058800050923	LINE AMOUNT			
		ACCOUNT DETAIL									
	1	00550125	6452		PROGRAMM	WATER/SEWE		LINE AMOUNT	1,223.09		
								CHECK TOTAL	1,223.09		
18124		WATER SEWER BUSINESS	0000		INV	05/09/2023	148700050923	LINE AMOUNT			
		ACCOUNT DETAIL									
	1	00144170	6452		FIRE STAT	WATER/SEWE		LINE AMOUNT	453.44		
								CHECK TOTAL	453.44		
18124		WATER SEWER BUSINESS	0000		INV	05/09/2023	157150050923	LINE AMOUNT			
		ACCOUNT DETAIL									
	1	00144170	6452		FIRE STAT	WATER/SEWE		LINE AMOUNT	308.91		
								CHECK TOTAL	308.91		



City of Jackson

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

CHECK RUN: CD050923 05/09/2023
 DUE DATE: 05/09/2023

CASH ACCOUNT: 999		1100 POOLED CASH - AP DISBURSEMENTS		REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	CHECK
18124	WATER SEWER BUSINESS	0000	INV	05/09/2023	160250050923					
	ACCOUNT DETAIL							LINE AMOUNT	50.10	
	1 00144220 6452		SUPPORT S							
18124	WATER SEWER BUSINESS	0000	INV	05/09/2023	231620050923					
	ACCOUNT DETAIL							LINE AMOUNT	6.59	
	1 00550460 6452		PARKS -BA							
18124	WATER SEWER BUSINESS	0000	INV	05/09/2023	277400050923					
	ACCOUNT DETAIL							LINE AMOUNT	1,245.53	
	1 00144170 6452		FIRE STAT							
18124	WATER SEWER BUSINESS	0000	INV	05/09/2023	337000050923					
	ACCOUNT DETAIL							LINE AMOUNT	0.22	
	1 00145300 6452		CARE & MA							
18124	WATER SEWER BUSINESS	0000	INV	05/09/2023	357640050923					
	ACCOUNT DETAIL							LINE AMOUNT	93.36	
	1 00144170 6452		FIRE STAT							
18124	WATER SEWER BUSINESS	0000	INV	05/09/2023	383240050923					
	ACCOUNT DETAIL							LINE AMOUNT	680.56	
	1 00550140 6452		TENNIS CO							
18124	WATER SEWER BUSINESS	0000	INV	05/09/2023	417000050923					
	ACCOUNT DETAIL							LINE AMOUNT	158.65	
	1 00144170 6452		FIRE STAT							
18124	WATER SEWER BUSINESS	0000	INV	05/09/2023	420200050923					
	ACCOUNT DETAIL							LINE AMOUNT	308.11	
	1 00145124 6452		SBD - PAV							
18124	WATER SEWER BUSINESS	0000	INV	05/09/2023	447000050923					
	ACCOUNT DETAIL							LINE AMOUNT	1,209.44	
	1 00550430 6452		PARKS -GO							

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

CHECK RUN: CD050923 05/09/2023
 DUE DATE: 05/09/2023

CASH ACCOUNT: 999		1100		POOLED CASH - AP DISBURSEMENTS		INVOICE		AMOUNT		CHECK	
VENDOR	REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK			
18124	WATER SEWER BUSINESS	0000	INV	05/09/2023	458150050923						
	ACCOUNT DETAIL				LINE AMOUNT	218.26					
	1 00145300 6452		CARE & MA			218.26					
18124	WATER SEWER BUSINESS	0000	INV	05/09/2023	503100050923						
	ACCOUNT DETAIL				LINE AMOUNT	364.26					
	1 00550140 6452		TENNIS CO			364.26					
18124	WATER SEWER BUSINESS	0000	INV	05/09/2023	510000050923						
	ACCOUNT DETAIL				LINE AMOUNT	351.69					
	1 03152140 6452		MAINTENAN			351.69					
18124	WATER SEWER BUSINESS	0000	INV	05/09/2023	520200050923						
	ACCOUNT DETAIL				LINE AMOUNT	665.81					
	1 00145124 6452		SBD - PAV			665.81					
18124	WATER SEWER BUSINESS	0000	INV	05/09/2023	535040050923						
	ACCOUNT DETAIL				LINE AMOUNT	301.63					
	1 00144170 6452		FIRE STAT			301.63					
18124	WATER SEWER BUSINESS	0000	INV	05/09/2023	568150050923						
	ACCOUNT DETAIL				LINE AMOUNT	2,407.97					
	1 00145300 6452		CARE & MA			2,407.97					
18124	WATER SEWER BUSINESS	0000	INV	05/09/2023	572900050923						
	ACCOUNT DETAIL				LINE AMOUNT	134.10					
	1 00550430 6452		PARKS -GO			134.10					
18124	WATER SEWER BUSINESS	0000	INV	05/09/2023	602110050923						
	ACCOUNT DETAIL				LINE AMOUNT	293.92					
	1 00144170 6452		FIRE STAT			293.92					
18124	WATER SEWER BUSINESS	0000	INV	05/09/2023	606200050923						
	ACCOUNT DETAIL				LINE AMOUNT	335.37					
	1 00144170 6452		FIRE STAT			335.37					

City of Jackson

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

CHECK RUN: CD050923 05/09/2023
 DUE DATE: 05/09/2023



CASH ACCOUNT	999	1100	REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	CHECK
VENDOR	18124	WATER SEWER BUSINESS	0000		INV	05/09/2023	938150050923		
		ACCOUNT DETAIL					LINE AMOUNT		
		1 00144170 6452		FIRE STAT	WATER/SEWE		156.67		
	18124	WATER SEWER BUSINESS	0000		INV	05/09/2023	947000050923		
		ACCOUNT DETAIL					LINE AMOUNT		
		1 00144220 6452		SUPPORT S	WATER/SEWE		92.00		
							CHECK TOTAL		16,918.85
	401247	WILSON T BLACKMON	0000		INV	05/09/2023	001112736		
		ACCOUNT DETAIL					LINE AMOUNT		
		1 00550126 6419		ATHLETICS	OTHER PRO		75.00		
							CHECK TOTAL		75.00
	72763	WINZER CORPORATION	0000	88230162	EFT	05/09/2023	964495		
		ACCOUNT DETAIL					LINE AMOUNT		
		1 00144120 6316		EMERGENCMOTOR	VEH		1,682.81		
							CHECK TOTAL		1,682.81
	61255	WOOTTON AMANDA RPR	0000		INV	05/09/2023	102707		
		ACCOUNT DETAIL					LINE AMOUNT		
		1 00140794 6722		CLAIMS (O	CLAIMS AG		705.15		
							CHECK TOTAL		705.15
	61255	WOOTTON AMANDA RPR	0000		INV	05/09/2023	102728		
		ACCOUNT DETAIL					LINE AMOUNT		
		1 00140794 6722		CLAIMS (O	CLAIMS AG		795.99		
							CHECK TOTAL		795.99
	43290	XEROX CORPORATION	0000		INV	05/09/2023	018381537		
		ACCOUNT DETAIL					LINE AMOUNT		
		1 00140700 6514		LEGAL	RENTAL OF		225.47		
							CHECK TOTAL		225.47



City of Jackson

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

CHECK RUN: CD050923 05/09/2023
 DUE DATE: 05/09/2023

CASH ACCOUNT	999	1100	REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	CHECK
VENDOR	43290	XEROX CORPORATION	0000		INV	05/09/2023	018299374		
		ACCOUNT DETAIL							
		1 00140700 6514		LEGAL	RENTAL OF			550.38	
									550.38
	43290	XEROX CORPORATION	0000		INV	05/09/2023	018599039		
		ACCOUNT DETAIL							
		1 00140700 6514		LEGAL	RENTAL OF			225.47	
									225.47
	43290	XEROX CORPORATION	0000		INV	05/09/2023	018528636		
		ACCOUNT DETAIL							
		1 00140700 6514		LEGAL	RENTAL OF			472.88	
									472.88
									1,474.20
									CHECK TOTAL
	71264	YAMAHA MOTOR CORPORAT	0000	22001374	EFT	05/09/2023	92487134		
		ACCOUNT DETAIL							
		1 40450133 6831		DFA-PETEBRPARKS + RE				8,825.00	
									8,825.00
	71264	YAMAHA MOTOR CORPORAT	0000	22001373	EFT	05/09/2023	92463976		
		ACCOUNT DETAIL							
		1 40450133 6240		DFA-PETEBRNON-CAPITA				46,100.00	
									46,100.00
									54,925.00
									CHECK TOTAL
	72733	YORK RISK SERVICES GR	0000		EFT	05/09/2023	400000134716		
		ACCOUNT DETAIL							
		1 00140792 6765		WORKERS CPAYMENTS T				1,200.00	
									1,200.00
	72733	YORK RISK SERVICES GR	0000		EFT	05/09/2023	SF-2612-202301290673		
		ACCOUNT DETAIL							
		1 00140792 6765		WORKERS CPAYMENTS T				28,598.68	
									28,598.68
									29,798.68
									CHECK TOTAL
	401465	ZOOM VIDEO COMMUNICAT	0000	23001107	EFT	05/09/2023	INV196190686		
		ACCOUNT DETAIL							
		1 00140410 6231		PLANNING COMPUTER				1,986.75	
									1,986.75

City of Jackson

ACCOUNTS PAYABLE CHECK RUN REPORT

Check Run Summary

CHECK RUN: CD050923 05/09/2023
 DUE DATE: 05/09/2023



FUND	ORG	ACCOUNT	AMOUNT	AVL/B BUDGET
0001	001	GENERAL FUND	41.00	
0001	001	GENERAL FUND	40,640.87	
0001	001	GENERAL FUND	92,381.00	
0001	001	GENERAL FUND	300.00	0.00
0001	00140170	PUBLIC INFORM/CONSTIT	138.69	60.46
0001	00140193	MAYOR LUMUMBA (7/1/17)	122.96	929.50
0001	00140193	MAYOR LUMUMBA (7/1/17)	3,284.60	721.66
0001	00140198	CHIEF ADMINISTRATOR O	95.56	306.06
0001	00140198	CHIEF ADMINISTRATOR O	901.40	1,231.61
0001	00140198	CHIEF ADMINISTRATOR O	224.24	411.36
0001	00140199	CHIEF FINANCIAL OFFIC	901.40	85.30
0001	00140310	LAND USE (PLANNING)	375.00	0.00
0001	00140320	ZONING DIVISION	160.50	1,174.00
0001	00140320	ZONING DIVISION	250.00	234.00
0001	00140410	PLANNING & DEVELOPMEN	3,750.75	0.00
0001	00140410	PLANNING & DEVELOPMEN	1,528.00	80,764.78
0001	00140410	PLANNING & DEVELOPMEN	450.00	27.00
0001	00140410	PLANNING & DEVELOPMEN	367.36	951.57
0001	00140410	PLANNING & DEVELOPMEN	797.01	2,137.00
0001	00140440	RENTAL AND REGISTRY	353.00	0.00
0001	00140440	RENTAL AND REGISTRY	125.00	0.00
0001	00140500	OFFICE OF PUBLICATION	1,586.37	60.50
0001	00140500	OFFICE OF PUBLICATION	565.00	295.00
0001	00140610	INFORMATION SYSTEMS -	150.00	0.00
0001	00140700	LEGAL	230.60	301.54
0001	00140700	LEGAL	135.00	96,515.53
0001	00140700	LEGAL	1,085.00	755.60
0001	00140700	LEGAL	1,440.01	248.80
0001	00140700	LEGAL	1,436.90	635.01
0001	00140700	LEGAL	476.40	698.80
0001	00140700	LEGAL	1,474.20	2,804.30
0001	00140720	OFFICE OF THE CITY PR	344.99	667.17
0001	00140770	PUBLIC DEFENDER	4,400.00	0.00
0001	00140790	RISK MANAGEMENT	599.90	2,026.08
0001	00140792	WORKERS COMPENSATION-	216,279.00	455,127.45
0001	00140792	WORKERS COMPENSATION-	29,798.68	396,579.74
0001	00140794	CLAIMS (OTHER THAN ST	1,154.92	36,533.47
0001	00140794	CLAIMS (OTHER THAN ST	1,501.14	99,832.85
0001	00141110	OFFICE OF THE CONTROL	428.17	299.00
0001	00141120	BUDGET OFFICE	566.74	0.00

ACCOUNTS PAYABLE CHECK RUN REPORT

0001	00141130	OFFICE OF THE TREASUR	0001-0100-411-41130-01-100-01-000-6419	1,725.19	OTHER PROFESSIONAL SE	63,950.87
0001	00141130	OFFICE OF THE TREASUR	0001-0100-411-41130-01-100-01-000-6514	167.70	RENTAL OF EQUIPMENT	2,367.27
0001	00141140	OFFICE OF THE DIRECTO	0001-0100-411-41140-01-100-01-000-6419	14,115.00	OTHER PROFESSIONAL SE	151,358.43
0001	00141140	OFFICE OF THE DIRECTO	0001-0100-411-41140-01-100-01-000-6473	447.12	TRAVEL EXPENSE - OUT	86.70
0001	00141300	PERSONNEL & CIVIL SER	0001-0800-413-41300-01-100-01-000-6422	30.00	FREIGHT EXPRESS & TRU	0.00
0001	00141300	PERSONNEL & CIVIL SER	0001-0800-413-41300-01-100-01-000-6514	192.31	RENTAL OF EQUIPMENT	2,305.71
0001	00141410	PURCHASING	0001-0100-414-41410-01-100-01-000-6218	810.00	SUNDRY-AWARDS	27.85
0001	00141410	PURCHASING	0001-0100-414-41410-01-100-01-000-6443	162.04	OFFICE SUPPLIES	175.68
0001	00141510	MCS ADMIN	0001-0100-415-41510-01-100-01-000-6514	640.00	DUES MEM. REGIS FEES	4,890.00
0001	00141810	ARTS CENTER	0001-0200-418-41810-01-100-06-000-6464	354.50	RENTAL OF EQUIPMENT	1,072.85
0001	00141810	ARTS CENTER	0001-0200-418-41810-01-100-06-000-6317	889.98	RENTAL OF EQUIPMENT	4,466.31
0001	00141910	MUNICIPAL AUDITORIUM	0001-0200-419-41910-01-100-06-000-6464	105.97	OTHER REPAIR & MAINT	1,097.35
0001	00141910	MUNICIPAL AUDITORIUM	0001-0200-419-41910-01-100-06-000-6317	296.54	MACHINE/EQUIP MAINTEN	87.00
0001	00142300	REDEVELOPMENT AUTHORI	0001-0600-423-42300-01-100-01-000-6464	361.00	OTHER REPAIR & MAINT	666.15
0001	00142300	REDEVELOPMENT AUTHORI	0001-0600-423-42300-01-100-01-000-6414	1,317.07	MACHINE/EQUIP MAINTEN	242.28
0001	00142300	REDEVELOPMENT AUTHORI	0001-0600-423-42300-01-100-01-000-6514	14,246.31	SPECIAL LEGAL SERVICE	60,828.75
0001	00142350	JRA-NORTH FASH ST P	0001-0600-423-42350-01-100-01-000-6419	9,423.27	OTHER PROFESSIONAL SE	2,582.58
0001	00142380	JRA-CITY COMMITMENTS	0001-0600-423-42380-01-100-01-000-6611	507.90	RENTAL OF EQUIPMENT	762.65
0001	00142380	JRA-CITY COMMITMENTS	0001-0600-423-42380-01-100-01-000-6612	3,929.76	OTHER PROFESSIONAL SE	10,044.64
0001	00142610	OFFICE OF ECON DEV-AD	0001-0700-426-42610-01-100-01-000-6614	635,000.00	RETIREMENT BANK NOTE	0.96
0001	00142610	OFFICE OF ECON DEV-AD	0001-0700-426-42610-01-100-01-000-6218	100,937.50	INTEREST ON DEBT	284.69
0001	00142630	BUSINESS DEVELOPMENT	0001-0700-426-42630-01-100-01-000-6218	2,250.00	BANK SERVICE CHARGES	750.00
0001	00142650	EQUAL BUSINESS OPPORT	0001-0700-426-42650-01-100-01-000-6218	110.40	OFFICE SUPPLIES	56.12
0001	00142800	MUNICIPAL CLERK	0001-0610-428-42800-01-100-01-000-6218	11.77	ELECTRIC LIGHT AND PO	70.41
0001	00142800	MUNICIPAL CLERK	0001-0610-428-42800-01-100-01-000-6444	8.12	OFFICE SUPPLIES	17.13
0001	00142800	MUNICIPAL CLERK	0001-0610-428-42800-01-100-01-000-6218	135.90	OFFICE SUPPLIES	40.65
0001	00142810	RECORDS MGT	0001-0610-428-42810-01-100-01-000-6444	793.79	LEGAL ADS ADVERTISING	659.32
0001	00142810	RECORDS MGT	0001-0610-428-42810-01-100-01-000-6514	20.00	RENTAL OF EQUIPMENT	1,387.35
0001	00143600	SMITH ROBERTSON MUSEU	0001-0610-428-42810-01-100-01-000-6514	500.27	MOTOR VEHICLE REPAIR	4,642.64
0001	00144110	FIRE ADMINISTRATION	0001-0300-441-44110-01-100-04-000-6423	270.00	BUILDING RENTAL	450.00
0001	00144110	FIRE ADMINISTRATION	0001-0300-441-44110-01-100-04-000-6443	3,496.50	ELECTRIC LIGHT AND PO	3,502.50
0001	00144110	FIRE ADMINISTRATION	0001-0300-441-44110-01-100-04-000-6473	1,277.74	AUTO LICENSE TITLES	367.69
0001	00144120	EMERGENCY SERVICES DI	0001-0300-441-44120-01-100-04-000-6217	9.00	TRAVEL EXPENSE - OUT	140.00
0001	00144120	EMERGENCY SERVICES DI	0001-0300-441-44120-01-100-04-000-6299	700.00	DUES MEM. REGIS FEES	925.00
0001	00144120	EMERGENCY SERVICES DI	0001-0300-441-44120-01-100-04-000-6316	2,314.16	TRAVEL EXPENSE - OUT	907.62
0001	00144120	EMERGENCY SERVICES DI	0001-0300-441-44120-01-100-04-000-6419	513.90	UNIFORMS & WORK CLOTH	183.52
0001	00144140	HUMAN RESOURCES DIVIS	0001-0300-441-44140-01-100-04-000-6422	2,700.62	OTHER OPERATING SUPPL	4.60
0001	00144160	FIRE VEHICLE REPAIR(u	0001-0300-441-44160-01-100-04-000-6299	11,822.55	MOTOR VEHICLE REPAIR	6,188.32
0001	00144170	FIRE STATIONS & BLDGS	0001-0300-441-44170-01-100-04-000-6316	5,556.00	OTHER PROFESSIONAL SE	57,340.41
0001	00144170	FIRE STATIONS & BLDGS	0001-0300-441-44170-01-100-04-000-6419	451.53	FREIGHT EXPRESS & TRU	63.99
0001	00144170	FIRE STATIONS & BLDGS	0001-0300-441-44170-01-100-04-000-6451	1,230.08	OTHER OPERATING SUPPL	3,322.99
0001	00144170	FIRE STATIONS & BLDGS	0001-0300-441-44170-01-100-04-000-6316	6.94	MOTOR VEHICLE REPAIR	82.83
0001	00144170	FIRE STATIONS & BLDGS	0001-0300-441-44170-01-100-04-000-6419	2,905.53	OTHER PROFESSIONAL SE	1,767.75
0001	00144170	FIRE STATIONS & BLDGS	0001-0300-441-44170-01-100-04-000-6451	13,051.80	ELECTRIC LIGHT AND PO	16,187.02
0001	00144170	FIRE STATIONS & BLDGS	0001-0300-441-44170-01-100-04-000-6452	4,964.61	WATER/SEWER - UTILITY	11,583.78



ACCOUNTS PAYABLE CHECK RUN REPORT

Account Number	Description	Account Number	Description	Amount
0001 00144170	FIRE STATIONS & BLDGS	0001-0300-441-44170-01-100-04-000-6461	BUILDINGS MAINTENANCE	1,932.13
0001 00144170	FIRE STATIONS & BLDGS	0001-0300-441-44170-01-100-04-000-6464	MACHINE/EQUIP MAINTEN	2,550.38
0001 00144210	OFFICE OF THE CHIEF	0001-0400-442-44210-01-100-04-000-6419	OTHER PROFESSIONAL SE	773.27
0001 00144210	OFFICE OF THE CHIEF	0001-0400-442-44210-01-100-04-000-6473	TRAVEL EXPENSE - OUT	2,019.00
0001 00144220	SUPPORT SERVICES	0001-0400-442-44220-01-100-04-000-6422	FREIGHT EXPRESS & TRU	4,572.69
0001 00144220	SUPPORT SERVICES	0001-0400-442-44220-01-100-04-000-6451	ELECTRIC LIGHT AND PO	300.00
0001 00144220	SUPPORT SERVICES	0001-0400-442-44220-01-100-04-000-6452	WATER/SEWER - UTILITY	13,163.91
0001 00144220	SUPPORT SERVICES	0001-0400-442-44220-01-100-04-000-6465	AUTO + TRUCK GARAGE +	25,630.31
0001 00144223	ANIMAL CONTROL	0001-0400-442-44223-01-100-04-000-6451	ELECTRIC LIGHT AND PO	7,428.93
0001 00144223	ANIMAL CONTROL	0001-0400-442-44223-01-100-04-000-6452	6,378.22	917.87
0001 00144224	ADMINISTRATIVE SERVIC	0001-0400-442-44224-01-100-04-000-6213	18,073.08	463.71
0001 00144224	ADMINISTRATIVE SERVIC	0001-0400-442-44224-01-100-04-000-6514	2,774.58	7,354.90
0001 00144225	CRIME LAB	0001-0400-442-44225-01-100-04-000-6419	7,319.62	17,676.61
0001 00144225	CRIME LAB	0001-0400-442-44225-01-100-04-000-6451	360.00	6,655.88
0001 00144225	CRIME LAB	0001-0400-442-44225-01-100-04-000-6452	640.18	4,138.88
0001 00144225	CRIME LAB	0001-0400-442-44225-01-100-04-000-6464	231.00	7,023.12
0001 00144227	POLICE PISTOL RANGE	0001-0400-442-44227-01-100-04-000-6224	30.00	3,746.00
0001 00144228	POLICE ID	0001-0400-442-44228-01-100-04-000-6464	425.70	88,838.61
0001 00144235	PUBLIC SAFETY COMMUNI	0001-0400-442-44235-01-100-04-000-6464	522.00	905.00
0001 00144240	OPERATIONS	0001-0400-442-44240-01-100-04-000-6217	1,174.47	7,007.02
0001 00144240	OPERATIONS	0001-0400-442-44240-01-100-04-000-6224	1,761.92	19,590.74
0001 00144240	OPERATIONS	0001-0400-442-44240-01-100-04-000-6316	300.00	97,490.90
0001 00144240	OPERATIONS	0001-0400-442-44240-01-100-04-000-6419	410.00	0.00
0001 00144240	OPERATIONS	0001-0400-442-44240-01-100-04-000-6422	29,763.12	2,585.04
0001 00144240	OPERATIONS	0001-0400-442-44240-01-100-04-000-6423	2,746.40	5,405.01
0001 00144241	PRECINCT ONE	0001-0400-442-44241-01-100-04-000-6451	35.00	328.88
0001 00144242	PRECINCT TWO	0001-0400-442-44242-01-100-04-000-6451	132.75	1,859.75
0001 00144243	PRECINCT THREE	0001-0400-442-44243-01-100-04-000-6451	586.25	948.15
0001 00144244	PRECINCT FOUR	0001-0400-442-44244-01-100-04-000-6451	1,362.31	2,576.65
0001 00144310	TELECOMMUNICATIONS	0001-0400-442-44244-01-100-04-000-6512	1,139.00	6,944.25
0001 00144310	TELECOMMUNICATIONS	0001-1200-443-44310-01-100-01-000-6514	27.42	4,249.94
0001 00144410	ADMINISTRATION	0001-0700-444-44410-01-100-01-000-6443	8,578.00	5,000.00
0001 00144410	ADMINISTRATION	0001-0700-444-44410-01-100-01-000-6516	1,066.83	2,309.44
0001 00144420	BUILDING & PERMIT ADM	0001-0700-444-44420-01-100-01-000-6316	193.00	1,829.41
0001 00144420	BUILDING & PERMIT ADM	0001-0700-444-44420-01-100-01-000-6489	500.00	225.00
0001 00144470	COMMUNITY IMPROVEMENT	0001-0700-444-44470-01-100-01-000-6217	1,600.00	1,003.71
0001 00144470	COMMUNITY IMPROVEMENT	0001-0700-444-44470-01-100-01-000-6443	2,840.51	500.00
0001 00144470	COMMUNITY IMPROVEMENT	0001-0700-444-44470-01-100-01-000-6446	4,263.26	-2,519.44
0001 00144820	TRAFFIC SIGNALS SECTI	0001-0500-448-44820-01-100-05-000-6451	200.00	1.60
0001 00145010	PUBLIC WORK - ENGINEE	0001-0500-450-45010-01-100-05-000-6514	35.00	330.00
0001 00145110	STREETS/BRIDGES/DRAIN	0001-0500-451-45110-01-100-05-000-6213	502.00	102,968.56
0001 00145110	STREETS/BRIDGES/DRAIN	0001-0500-451-45110-01-100-05-000-6218	630.28	187.86
			3,007.64	22,338.20
			78.40	222.56
			320.87	100.00
				896.27



ACCOUNTS PAYABLE CHECK RUN REPORT

Account Number	Description	Account Number	Description	Amount
0001 00145124	SBD - PAVED STREETS	0001-0500-451-45124-01-100-05-000-6299	OTHER OPERATING SUPPL	70.25
0001 00145124	SBD - PAVED STREETS	0001-0500-451-45124-01-100-05-000-6320	ASPHALT-ROUTINE MAINT	4,803.15
0001 00145124	SBD - PAVED STREETS	0001-0500-451-45124-01-100-05-000-6333	CONCRETE	4,800.00
0001 00145124	SBD - PAVED STREETS	0001-0500-451-45124-01-100-05-000-6451	ELECTRIC LIGHT AND PO	1.00
0001 00145124	SBD - PAVED STREETS	0001-0500-451-45124-01-100-05-000-6452	WATER/SEWER - UTILITY	12,366.04
0001 00145124	SBD - PAVED STREETS	0001-0500-451-45124-01-100-05-000-6516	UNIFORMS RUGS ETC. RE	26,749.27
0001 00145125	SBD - DRAINAGE	0001-0500-451-45125-01-100-05-000-6299	OTHER OPERATING SUPPL	6,761.71
0001 00145125	SBD - DRAINAGE	0001-0500-451-45125-01-100-05-000-6316	MOTOR VEHICLE REPAIR	70.25
0001 00145300	CARE & MAINT OF PUBLI	0001-0500-453-45300-01-100-05-000-6516	UNIFORMS RUGS ETC. RE	683.69
0001 00145300	CARE & MAINT OF PUBLI	0001-0500-453-45300-01-100-05-000-6299	OTHER OPERATING SUPPL	537.18
0001 00145300	CARE & MAINT OF PUBLI	0001-0500-453-45300-01-100-05-000-6316	MOTOR VEHICLE REPAIR	1,109.25
0001 00145300	CARE & MAINT OF PUBLI	0001-0500-453-45300-01-100-05-000-6451	ELECTRIC LIGHT AND PO	5,332.15
0001 00145300	CARE & MAINT OF PUBLI	0001-0500-453-45300-01-100-05-000-6452	WATER/SEWER - UTILITY	58,040.36
0001 00145300	CARE & MAINT OF PUBLI	0001-0500-453-45300-01-100-05-000-6461	BUILDINGS MAINTENANCE	2,774.37
0001 00145300	CARE & MAINT OF PUBLI	0001-0500-453-45300-01-100-05-000-6464	MACHINE/EQUIP MAINTEN	1,638.77
0001 00145300	CARE & MAINT OF PUBLI	0001-0500-453-45300-01-100-05-000-6516	UNIFORMS RUGS ETC. RE	1,522.33
0001 00145300	CARE & MAINT OF PUBLI	0001-0500-453-45300-01-100-05-000-6612	INTEREST ON DEBT	235.56
0001 00145400	STREET LIGHTING	0001-0500-453-45300-01-100-05-000-6922	LEASE-ENERGY EFF/BLDG	14,808.33
0001 00145610	VEHICLE MANAGEMENT AD	0001-0700-454-45610-01-100-01-000-6451	ELECTRIC LIGHT AND PO	186,946.54
0001 00145610	VEHICLE MANAGEMENT AD	0001-0500-456-45610-01-100-05-000-6316	MOTOR VEHICLE REPAIR	360,416.95
0001 00145610	VEHICLE MANAGEMENT AD	0001-0500-456-45610-01-100-05-000-6451	ELECTRIC LIGHT AND PO	815.86
0001 00145610	VEHICLE MANAGEMENT AD	0001-0500-456-45610-01-100-05-000-6452	WATER/SEWER - UTILITY	1,081.79
0001 00145700	CUSTODIAL SERVICES	0001-0500-457-45700-01-100-05-000-6516	UNIFORMS RUGS ETC. RE	143.71
0001 00146130	P W- PARKING METER SE	0001-0500-461-46130-01-100-05-000-6516	OTHER PROFESSIONAL SE	336.14
0001 00149300	MISC. ADMIN DEPARTMEN	0001-0600-493-49300-01-100-07-000-6419	INTEREST ON DEBT	12.48
0001 00149300	MISC. ADMIN DEPARTMEN	0001-0600-493-49300-01-100-07-000-6612	REPAYMENT OF LOAN	200.00
0001 00149300	MISC. ADMIN DEPARTMEN	0001-0600-493-49300-01-100-07-000-6619		38.19
0003 00390825	H I D T A - GRANT	0003-0400-908-90825-01-100-04-000-6847		1,236.20
0004 00490400	COMPUTER POOL	0004-1200-904-90400-01-100-01-000-6234	COMPUTER SUPPLIES	2,062.66
0004 00490400	COMPUTER POOL	0004-1200-904-90400-01-100-01-000-6239	NON-CAPITAL OFFICE EQ	929.00
0004 00490400	COMPUTER POOL	0004-1200-904-90400-01-100-01-000-6299	OTHER OPERATING SUPPL	1,708.26
0004 00490400	COMPUTER POOL	0004-1200-904-90400-01-100-01-000-6316	MOTOR VEHICLE REPAIR	95.89
0004 00490400	COMPUTER POOL	0004-1200-904-90400-01-100-01-000-6317	OTHER REPAIR & MAINT	30.80
0004 00490400	COMPUTER POOL	0004-1200-904-90400-01-100-01-000-6419	OTHER PROFESSIONAL SE	2,010.76
0004 00490400	COMPUTER POOL	0004-1200-904-90400-01-100-01-000-6443	DUES MEM. REGIS FEES	23,110.00
0004 00490400	COMPUTER POOL	0004-1200-904-90400-01-100-01-000-6462	STRUCTURE MAINTENANCE	239.00
				915.00
			FUND TOTAL	31,005.48
			FUND TOTAL	49,666.67
			FUND TOTAL	2,015,841.78
			FUND TOTAL	49,666.67
			FUND TOTAL	0.00



ACCOUNTS PAYABLE CHECK RUN REPORT

0005 005	0005-0000-000-00000-02-210-00-000-000-2332	SPECIAL PROGRAMS-RECR	420.00
0005 005	0005-1100-501-50110-02-210-06-000-6419	OTHER PROFESSIONAL SE	1,320.00
0005 005	0005-1100-501-50110-02-210-06-000-6451	ELECTRIC LIGHT AND PO	771.34
0005 005	0005-1100-501-50125-02-210-06-000-6221	RECREATIONAL SUPPLIES	4,475.82
0005 005	0005-1100-501-50125-02-210-06-000-6299	OTHER OPERATING SUPPL	711.00
0005 005	0005-1100-501-50125-02-210-06-000-6312	PAINTS OILS & GLASS	45.88
0005 005	0005-1100-501-50125-02-210-06-000-6315	ELECTRICAL MATERIALS	309.86
0005 005	0005-1100-501-50125-02-210-06-000-6419	OTHER PROFESSIONAL SE	1,907.98
0005 005	0005-1100-501-50125-02-210-06-000-6451	ELECTRIC LIGHT AND PO	225.81
0005 005	0005-1100-501-50125-02-210-06-000-6452	WATER/SEWER - UTILITY	1,223.09
0005 005	0005-1100-501-50125-02-210-06-000-6461	BUILDINGS MAINTENANCE	898.88
0005 005	0005-1100-501-50126-02-210-06-000-6218	OFFICE SUPPLIES	326.90
0005 005	0005-1100-501-50126-02-210-06-000-6419	OTHER PROFESSIONAL SE	855.90
0005 005	0005-1100-501-50126-02-210-06-000-6422	FREIGHT EXPRESS & TRU	150.00
0005 005	0005-1100-501-50126-02-210-06-000-6514	RENTAL OF EQUIPMENT	198.00
0005 005	0005-1100-501-50140-02-210-06-000-6299	OTHER OPERATING SUPPL	711.00
0005 005	0005-1100-501-50140-02-210-06-000-6311	BUILDING MATERIALS	419.44
0005 005	0005-1100-501-50140-02-210-06-000-6317	OTHER REPAIR & MAINT	234.50
0005 005	0005-1100-501-50140-02-210-06-000-6451	ELECTRIC LIGHT AND PO	607.34
0005 005	0005-1100-501-50180-02-210-06-000-6452	WATER/SEWER - UTILITY	1,044.82
0005 005	0005-1100-501-50180-02-210-06-000-6317	OTHER REPAIR & MAINT	2,360.00
0005 005	0005-1100-504-50410-02-210-06-000-6451	ELECTRIC LIGHT AND PO	366.34
0005 005	0005-1100-504-50410-02-210-06-000-6299	OTHER OPERATING SUPPL	97.10
0005 005	0005-1100-504-50410-02-210-06-000-6317	OTHER REPAIR & MAINT	1,072.12
0005 005	0005-1100-504-50410-02-210-06-000-6419	OTHER PROFESSIONAL SE	4,950.00
0005 005	0005-1100-504-50410-02-210-06-000-6422	FREIGHT EXPRESS & TRU	26.84
0005 005	0005-1100-504-50430-02-210-06-000-6451	ELECTRIC LIGHT AND PO	2,321.52
0005 005	0005-1100-504-50410-02-210-06-000-6454	MACHINE/EQUIP MAINTEN	2,916.70
0005 005	0005-1100-504-50410-02-210-06-000-6514	RENTAL OF EQUIPMENT	1,033.83
0005 005	0005-1100-504-50430-02-210-06-000-6211	AGRI + BOT-SEED FERT	9,787.82
0005 005	0005-1100-504-50430-02-210-06-000-6314	PLUMBING FIXTURES & S	290.92
0005 005	0005-1100-504-50430-02-210-06-000-6419	OTHER PROFESSIONAL SE	526.15
0005 005	0005-1100-504-50430-02-210-06-000-6451	ELECTRIC LIGHT AND PO	52.68
0005 005	0005-1100-504-50430-02-210-06-000-6452	WATER/SEWER - UTILITY	2,968.11
0005 005	0005-1100-504-50460-02-210-06-000-6419	OTHER PROFESSIONAL SE	4,405.00
0005 005	0005-1100-504-50460-02-210-06-000-6452	WATER/SEWER - UTILITY	6.59
0005 005	0005-1100-504-50460-02-210-06-000-6612	INTEREST ON DEBT	166.51
0005 005	0005-1100-504-50460-02-210-06-000-6619	REPAYMENT OF LOAN	3,333.33
0005 005	0005-1100-504-50480-02-210-06-000-6230	HAND TOOLS	103.60
0005 005	0005-1100-504-50480-02-210-06-000-6420	CONTRACT SECURITY SER	21.95
0005 005	0005-1100-504-50480-02-210-06-000-6451	ELECTRIC LIGHT AND PO	2,237.11
FUND TOTAL			54,382.73
0007 00750500	BUSINESS IMPRMT TX A	CONTRIBUTION TO OTHER	58,645.87
			393.12

ACCOUNTS PAYABLE CHECK RUN REPORT



		FUND TOTAL	
0009	00945510	ADMINISTRATIVE - SANI	58,645.87
0009	00945510	ADMINISTRATIVE - SANI	400.00
0009	00945510	ADMINISTRATIVE - SANI	448.35
0009	00950610	LANDFILL OPERATIONS	808,035.00
0009	00950610	LANDFILL OPERATIONS	250.98
0009	00950610	LANDFILL OPERATIONS	399.96
FUND TOTAL			809,534.29
0018	01851820	STATE TORT ADMINISTRATA	102,899.38
FUND TOTAL			102,899.38
0030	030	WATER/SEWER REVENUE F	889.29
FUND TOTAL			889.29
0031	03152010	WATER/SEWER OP & MAIN	40,922.00
0031	03152010	WATER/SEWER BUSINESS	30,164.23
0031	03152010	WATER/SEWER BUSINESS	1,082.47
0031	03152030	ADMINISTRATIVE	11,313.16
0031	03152130	FEWELL WTR PLNT WELLS	12.87
0031	03152140	MAINTENANCE & DISTRIB	79.95
0031	03152140	MAINTENANCE & DISTRIB	351.69
0031	03152210	ADMINISTRATIVE	16.25
0031	03152215	MAINTENANCE SUPPLY	70.25
0031	03152215	MAINTENANCE SUPPLY	117.05
0031	03152220	OPERATION & MAINTENAN	54.00
0031	03152220	OPERATION & MAINTENAN	2,022.74
0031	03152220	OPERATION & MAINTENAN	128.54
0031	03152220	OPERATION & MAINTENAN	367.39
0031	03152220	OPERATION & MAINTENAN	218.01
0031	03152230	WASTEWATER TREATMENT-	923,461.65
0031	03152235	TRAHON TREATMENT FACI	1,026.54
0031	03152235	TRAHON TREATMENT FACI	88,332.03
0031	03152240	FIELD O & M TESTING	200.00
0031	03152240	FIELD O & M TESTING	1,336.78
0031	03152240	FIELD O & M TESTING	149,720.53
0031	03152270	PRESIDENTIAL HILLS TR	29,679.28
0031	03152280	FIXED CHARGES	3,485.65
FUND TOTAL			1,284,163.06
0009	0009-0500-455-45510-05-550-17-000-6443	DUES MEM. REGIS FEES	777.00
0009	0009-0500-455-45510-05-550-17-000-6473	TRAVEL EXPENSE - OUT	0.00
0009	0009-0500-455-45510-05-550-17-000-6492	PRIVATE GARBAGE COLLE	8,034.86
0009	0009-0500-506-50610-05-550-17-000-6451	ELECTRIC LIGHT AND PO	29.59
0009	0009-0500-506-50610-05-550-17-000-6516	UNIFORMS RUGS ETC. RE	21.87
0018	0018-0600-518-51820-01-118-01-000-6722	CLAIMS AGAINST CITY	13,254.92
0030	0030-0000-000-00000-05-511-00-000-2325	WATER METER OVERPAYME	
0031	0031-0000-000-00000-05-511-00-000-1503	WATER/SEWER INVENTORY	
0031	0031-0500-520-52010-05-511-14-000-6421	POSTAGE P O BOX RENT	6,471.84
0031	0031-0500-520-52010-05-511-14-000-6514	RENTAL OF EQUIPMENT	469.45
0031	0031-0500-520-52030-05-511-14-000-6619	REPAYMENT OF LOAN	1,026,425.52
0031	0031-0500-521-52130-05-511-14-000-6451	ELECTRIC LIGHT AND PO	96,980.73
0031	0031-0500-521-52140-05-511-14-000-6316	MOTOR VEHICLE REPAIR	81.04
0031	0031-0500-521-52140-05-511-14-000-6452	WATER/SEWER - UTILITY	4,571.21
0031	0031-0500-522-52210-05-511-14-000-6299	OTHER OPERATING SUPPL	374.13
0031	0031-0500-522-52215-05-511-14-000-6299	OTHER OPERATING SUPPL	70.46
0031	0031-0500-522-52215-05-511-14-000-6516	UNIFORMS RUGS ETC. RE	215.53
0031	0031-0500-522-52220-05-511-14-000-6299	OTHER OPERATING SUPPL	12.75
0031	0031-0500-522-52220-05-511-14-000-6317	OTHER REPAIR & MAINT	571.19
0031	0031-0500-522-52220-05-511-14-000-6422	FREIGHT EXPRESS & TRU	247.80
0031	0031-0500-522-52220-05-511-14-000-6514	RENTAL OF EQUIPMENT	23,049.71
0031	0031-0500-522-52220-05-511-14-000-6516	UNIFORMS RUGS ETC. RE	2,997.32
0031	0031-0500-522-52230-05-511-14-000-6491	CONTRACT OPERATIONS	-422,002.90
0031	0031-0500-522-52235-05-511-14-000-6419	OTHER PROFESSIONAL SE	1,563.04
0031	0031-0500-522-52235-05-511-14-000-6491	CONTRACT OPERATIONS	239,580.30
0031	0031-0500-522-52240-05-511-14-000-6419	OTHER PROFESSIONAL SE	664.25
0031	0031-0500-522-52240-05-511-14-000-6451	ELECTRIC LIGHT AND PO	1,666.25
0031	0031-0500-522-52240-05-511-14-000-6491	CONTRACT OPERATIONS	27,033.65
0031	0031-0500-522-52270-05-511-14-000-6491	CONTRACT OPERATIONS	51,882.26
0031	0031-0500-522-52280-05-511-14-000-6614	BANK SERVICE CHARGES	-3,006.08

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0187	18756510	JATRAM-OPERATING ASSI	0187-0700-565-56510-05-540-15-000-6451	ELECTRIC LIGHT AND PO	4,470.24	4,571.15
0187	18756510	JATRAM-OPERATING ASSI	0187-0700-565-56510-05-540-15-000-6461	BUILDINGS MAINTENANCE	1,360.00	111,834.67
0187	18756520	TRANSIT SERVICES DIVI	0187-0700-565-56520-05-540-15-000-6455	CELLULAR PHONES	8,455.27	3,554.65
0187	18756520	TRANSIT SERVICES DIVI	0187-0700-565-56520-05-540-15-000-6473	TRAVEL EXPENSE - OUT	818.24	20,426.51
0187	18756520	TRANSIT SERVICES DIVI	0187-0700-565-56520-05-540-15-000-6514	RENTAL OF EQUIPMENT	509.25	36,040.77
0187	18756530	CAPITAL MAINTENANCE	0187-0700-565-56530-05-540-15-000-6419	OTHER PROFESSIONAL SE	28,608.10	390,853.94
0187	18756580	FTA CARES ACT	0187-0700-565-56580-05-540-15-000-6461	BUILDINGS MAINTENANCE	1,189.85	51,621.81
				FUND TOTAL	750,012.21	
0192	19250500	FONDREN BUSINESS IMPR	0192-0500-505-50500-02-240-05-000-6742	CONTRIBUTION TO OTHER	3,962.12	114.80
				FUND TOTAL	3,962.12	
0360	36096920	HABITAT FOR HUMANITY	0360-0700-969-96920-02-220-02-000-6742	CONTRIBUTION TO OTHER	3,350.00	421,323.41
0360	36096940	BLIGHT- DESIGN BUILD	0360-0700-969-96940-02-220-02-000-6742	CONTRIBUTION TO OTHER	15,435.00	656,233.00
0360	36096960	BLIGHT- MDTOWN PARTN	0360-0700-969-96960-02-220-02-000-6742	CONTRIBUTION TO OTHER	8,965.06	144,119.00
				FUND TOTAL	27,750.06	
0376	37652010	WATER ADMINISTRATIVE	0376-0500-520-52010-05-510-14-000-6419	OTHER PROFESSIONAL SE	454,045.94	5,808,548.42
				FUND TOTAL	454,045.94	
0379	37971513	STEWOPOT COMMUNITY SER	0379-0700-715-71513-02-220-02-000-6742	CONTRIBUTION TO OTHER	23,711.67	136,597.04
				FUND TOTAL	23,711.67	
0382	38271530	CDBG COVID CARES	0382-0700-715-71530-02-220-02-000-6514	RENTAL OF EQUIPMENT	496.74	5,556.98
0382	38271532	STOREFRONT IMPROVEMEN	0382-0700-715-71532-02-220-02-000-6419	OTHER PROFESSIONAL SE	6,200.48	22,360.00
0382	38271535	CDBG COVID STEWPOT	0382-0700-715-71535-02-220-02-000-6742	CONTRIBUTION TO OTHER	32,721.40	181,018.59
				FUND TOTAL	39,418.62	
0390	39049800	ZOOLOGICAL PARK	0390-1100-498-49800-02-210-06-000-6214	FEED FOR ANIMALS	7,872.63	22,492.57
0390	39049800	ZOOLOGICAL PARK	0390-1100-498-49800-02-210-06-000-6215	FUEL USAGE	24.00	2,917.29
0390	39049800	ZOOLOGICAL PARK	0390-1100-498-49800-02-210-06-000-6299	OTHER OPERATING SUPPL	107.04	5,317.10
0390	39049800	ZOOLOGICAL PARK	0390-1100-498-49800-02-210-06-000-6311	BUILDING MATERIALS	142.28	6,140.25
0390	39049800	ZOOLOGICAL PARK	0390-1100-498-49800-02-210-06-000-6317	OTHER REPAIR & MAINT	4,986.98	1,379.54
0390	39049800	ZOOLOGICAL PARK	0390-1100-498-49800-02-210-06-000-6419	OTHER PROFESSIONAL SE	21,591.25	3,550.82
0390	39049800	ZOOLOGICAL PARK	0390-1100-498-49800-02-210-06-000-6451	ELECTRIC LIGHT AND PO	3,408.84	18,488.47
				FUND TOTAL	38,133.02	
0399	39954000	LIBRARY FUND	0399-0600-540-54000-02-250-06-000-6512	BUILDING RENTAL	9,453.50	-3,496.50

City of Jackson

ACCOUNTS PAYABLE CHECK RUN REPORT



0399	39954000	LIBRARY FUND	0399-0600-540-54000-02-250-06-000-6742	CONTRIBUTION TO OTHER	162,250.66	0.00
FUND TOTAL					171,704.16	
0401	40150130	DFA-SB2971-LIVINGSTON	0401-1100-501-50130-02-230-06-000-6419	OTHER PROFESSIONAL SE	15,000.00	50,000.00
FUND TOTAL					15,000.00	
0404	40450133	DFA-SB2971-PETE BROWN	0404-1100-501-50133-02-230-06-000-6240	NON-CAPITALIZED EQUIP	46,100.00	6,344.54
0404	40450133	DFA-SB2971-PETE BROWN	0404-1100-501-50133-02-230-06-000-6419	OTHER PROFESSIONAL SE	8,406.00	275,882.62
0404	40450133	DFA-SB2971-PETE BROWN	0404-1100-501-50133-02-230-06-000-6831	PARKS + RECREATION EQ	8,825.00	175.00
FUND TOTAL					63,331.00	
0406	40643350	DFA- THALIA MARA HALL	0406-0200-433-43350-02-230-06-000-6419	OTHER PROFESSIONAL SE	352,134.68	0.00
FUND TOTAL					352,134.68	
0430	43040820	2022 GO PLANETARIUM B	0430-0200-408-40820-04-400-09-000-6419	OTHER PROFESSIONAL SE	32,250.00	0.00
FUND TOTAL					32,250.00	
0432	43250500	BELHAVEN COMMUNITY IM	0432-0500-505-50500-02-240-05-000-6742	CONTRIBUTION TO OTHER	4,026.62	0.00
FUND TOTAL					4,026.62	
WARRANT SUMMARY TOTAL					7,025,606.41	
GRAND TOTAL					7,025,606.41	

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OFFICE OF THE CLERK OF COURTS
A.M. 5/5/23
AND MAKING

AGENDA DATE: May 9, 2023

ORDER APPROVING GROSS PAYROLL INCLUDING PAYROLL DEDUCTION CLAIMS NUMBERED 28781 TO APPROPRIATION FOR THE PAYMENT THEREOF.

AND MAKING

IT IS HEREBY ORDERED that payroll deduction claims numbered 28781 to inclusive therein, in the Municipal "Docket of Claims", in the aggregate amount of \$95,834.83 plus payroll, are approved for payment and necessary amounts are appropriated from various municipal funds for transfer to the payroll fund for the immediate payment thereof.

IT IS FINALLY ORDERED that the following expenditures from the accounts payable fund be made in order to pay amounts transferred thereto from the payroll fund for payment of the payroll deduction claims authorized herein for payment:

Fund Description	Amount
PAYROLL FUND	\$95,834.83
	<u>\$95,834.83</u>

APPROVED FOR AGENDA
DEPARTMENT DIRECTOR
LEGAL
CAO
CFO
MAYOR'S OFFICE
ITEM # _____

INITIALS	DATE
<u>[Signature]</u>	<u>5.5.23</u>
<u>A.M.</u>	<u>5.5.23</u>
<u>[Signature]</u>	<u>5/8/23</u>
<u>F.M.</u>	<u>05/05/23</u>
<u>CAL</u>	<u>5/5/23</u>

AGENDA DATE 05/09/23
BY: THAMES, LUMUMBA

City of Jackson

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

CHECK RUN: PD050923 05/09/2023
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CASH ACCOUNT	999	1100	POOLED CASH - AP DISBURSEMENTS		INVOICE	AMOUNT	VOUCHER	CHECK
VENDOR	REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
401416	1ST FRANKLIN FINANCIA	0000	INV	04/27/2023	90316			
	ACCOUNT DETAIL							
	1 079	2250	PAYROLL F EMPL WITH			198.73		
						CHECK TOTAL		198.73
60028	3P BENEFIT SOLUTIONS	0000	EFT	04/28/2023	90249			
	ACCOUNT DETAIL							
	1 079	2212	PAYROLL F FLEX PRM			25.77		
						LINE AMOUNT		25.77
60028	3P BENEFIT SOLUTIONS	0000	EFT	04/27/2023	90293			
	ACCOUNT DETAIL							
	1 079	2212	PAYROLL F FLEX PRM			4,742.00		
						LINE AMOUNT		4,742.00
60028	3P BENEFIT SOLUTIONS	0000	EFT	05/05/2023	90837			
	ACCOUNT DETAIL							
	1 079	2212	PAYROLL F FLEX PRM			25.77		
						LINE AMOUNT		25.77
						CHECK TOTAL		4,793.54
523	AFLAC	0000	INV	04/28/2023	90240			
	ACCOUNT DETAIL							
	1 079	2250	PAYROLL F EMPL WITH			134.49		
						LINE AMOUNT		134.49
523	AFLAC	0000	INV	04/27/2023	90263			
	ACCOUNT DETAIL							
	1 079	2250	PAYROLL F EMPL WITH			18,660.98		
						LINE AMOUNT		18,660.98
523	AFLAC	0000	INV	05/05/2023	90829			
	ACCOUNT DETAIL							
	1 079	2250	PAYROLL F EMPL WITH			134.49		
						LINE AMOUNT		134.49
						CHECK TOTAL		18,929.96
914	AKILAH IFE RICHARDSON	0000	EFT	04/27/2023	90283			
	ACCOUNT DETAIL							
	1 079	2250	PAYROLL F EMPL WITH			138.46		
						LINE AMOUNT		138.46



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 User: Pam Spann (pams)
 Program ID: apwarrit



City of Jackson

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

CHECK RUN: PD050923 05/09/2023
 DUE DATE: 05/09/2023

CASH ACCOUNT: 999 1100 POLED CASH - AP DISBURSEMENTS
 REMIT PO TYPE DUE DATE INVOICE AMOUNT YOUCHER CHECK

VENDOR	ACCOUNT	REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
72016	ALLEN MIRANDA	0000		INV	04/27/2023	90308	138.46		
	ACCOUNT DETAIL								
	1 079			PAYROLL F EMPL WITH		LINE AMOUNT			
						120.00			
						CHECK TOTAL	120.00		
530	AMERICAN GENERAL LIFE	0000		INV	04/27/2023	90265	163.48		
	ACCOUNT DETAIL								
	1 079			PAYROLL F EMPL WITH		LINE AMOUNT			
						163.48			
						CHECK TOTAL	163.48		
765	AMERICAN HERITAGE LIFE	0000		INV	04/28/2023	90246	369.39		
	ACCOUNT DETAIL								
	1 079			PAYROLL F EMPL WITH		LINE AMOUNT			
						369.39			
						CHECK TOTAL	369.39		
765	AMERICAN HERITAGE LIFE	0000		INV	05/05/2023	90835	4,259.86		
	ACCOUNT DETAIL								
	1 079			PAYROLL F EMPL WITH		LINE AMOUNT			
						4,259.86			
						CHECK TOTAL	4,259.86		
653	AMERICAN-AMCABLE LIFE	0000		INV	04/27/2023	90269	369.39		
	ACCOUNT DETAIL								
	1 079			PAYROLL F EMPL WITH		LINE AMOUNT			
						1,955.20			
						CHECK TOTAL	4,998.64		
72891	ANGEL LONGINO	0000		INV	04/27/2023	90310	274.00		
	ACCOUNT DETAIL								
	1 079			PAYROLL F EMPL WITH		LINE AMOUNT			
						274.00			

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 User: Pam Spann (gains)
 Program ID: apwarrml



City of Jackson

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

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 DUE DATE: 05/09/2023

VENDOR	CASH ACCOUNT	REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
400343	ANYTIME CASH SOLUTION ACCOUNT DETAIL	0000		INV	04/27/2023	90314 LINE AMOUNT	313.43		
	1 079 2250			PAYROLL F EMPL WITH		313.43	313.43		
						CHECK TOTAL	313.43		
746	BARBOUR IV JEPHTHA F ACCOUNT DETAIL	0000		INV	04/27/2023	90274 LINE AMOUNT	444.80		
	1 079 2250			PAYROLL F EMPL WITH		444.80	444.80		
						CHECK TOTAL	444.80		
66375	BYRD STEPHANIE ACCOUNT DETAIL	0000		EFT	04/27/2023	90297 LINE AMOUNT	137.50		
	1 079 2250			PAYROLL F EMPL WITH		137.50	137.50		
						CHECK TOTAL	137.50		
657	COLONIAL LIFE & ACCID ACCOUNT DETAIL	0000		INV	04/28/2023	90243 LINE AMOUNT	6.00		
	1 079 2250			PAYROLL F EMPL WITH		6.00	6.00		
						CHECK TOTAL	6.00		
657	COLONIAL LIFE & ACCID ACCOUNT DETAIL	0000		INV	04/27/2023	90270 LINE AMOUNT	2,029.20		
	1 079 2250			PAYROLL F EMPL WITH		2,029.20	2,029.20		
						CHECK TOTAL	2,029.20		
657	COLONIAL LIFE & ACCID ACCOUNT DETAIL	0000		INV	05/05/2023	90832 LINE AMOUNT	6.00		
	1 079 2250			PAYROLL F EMPL WITH		6.00	6.00		
						CHECK TOTAL	6.00		
66394	COMPBENEFITS ACCOUNT DETAIL	0000		EFT	04/28/2023	90251 LINE AMOUNT	64.53		
	1 079 2214			PAYROLL F VSN PRM		64.53	64.53		
						CHECK TOTAL	64.53		

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 User: Pam Spann (pams)
 Program ID: apwarml

City of Jackson

ACCOUNTS PAYABLE CHECK RUN REPORT

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VENDOR	CASH/ACCOUNT	999	1100	REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
66394	COMP/BENEFITS	ACCOUNT DETAIL	1 079	0000		EFT	04/27/2023	90298	2,830.02		
								LINE AMOUNT			
								CHECK TOTAL	2,830.02		
66394	COMP/BENEFITS	ACCOUNT DETAIL	1 079	0000		EFT	05/05/2023	90840	61.74		
								LINE AMOUNT	61.74		
								CHECK TOTAL	2,956.29		
501	CRDU	ACCOUNT DETAIL	1 079	0000		INV	04/28/2023	90238	1,284.55		
								LINE AMOUNT	1,284.55		
								CHECK TOTAL	18,707.03		
501	CRDU	ACCOUNT DETAIL	1 079	0000		INV	04/27/2023	90261	18,707.03		
								LINE AMOUNT	18,707.03		
								CHECK TOTAL	949.46		
501	CRDU	ACCOUNT DETAIL	1 079	0000		INV	05/05/2023	90827	949.46		
								LINE AMOUNT	949.46		
								CHECK TOTAL	20,941.04		
726	DAVID C. RAWLINGS	ACCOUNT DETAIL	1 079	0000		INV	04/28/2023	90244	39.50		
								LINE AMOUNT	39.50		
726	DAVID C. RAWLINGS	ACCOUNT DETAIL	1 079	0000		INV	04/27/2023	90272	3,116.50		
								LINE AMOUNT	3,116.50		
								CHECK TOTAL	3,116.50		
726	DAVID C. RAWLINGS	ACCOUNT DETAIL	1 079	0000		INV	05/05/2023	90833	39.50		
								LINE AMOUNT	39.50		
								CHECK TOTAL	3,195.50		



City of Jackson

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

CHECK RUN: PD050923 05/09/2023
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VENDOR	CASH/ACCOUNT	999	1150	REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
889	DEPARTMENT OF SOCIAL ACCOUNT DETAIL	0000		0000		INV	04/27/2023	90282			
								LINE AMOUNT	185.52		
								CHECK TOTAL	185.52		
1046	FLORIDA STATE DISBUR ACCOUNT DETAIL	0000		0000		INV	04/27/2023	90290			
								LINE AMOUNT	184.62		
								CHECK TOTAL	184.62		
969	FRAZIER SONYA MOZELLA ACCOUNT DETAIL	0000		0000		EFT	04/27/2023	90289			
								LINE AMOUNT	95.77		
								CHECK TOTAL	95.77		
71559	GADDIS THERESA ACCOUNT DETAIL	0000		0000		INV	04/27/2023	90304			
								LINE AMOUNT	230.77		
								CHECK TOTAL	230.77		
6867	GENERAL FUND ACCOUNT DETAIL	0000		0000		INV	04/27/2023	90292			
								LINE AMOUNT	108.44		
								CHECK TOTAL	108.44		
432	H D CATCHINGS AGENCY ACCOUNT DETAIL	0000		0000		INV	04/28/2023	90235			
								LINE AMOUNT	78.12		
								CHECK TOTAL	78.12		
432	H D CATCHINGS AGENCY ACCOUNT DETAIL	0000		0000		INV	04/27/2023	90254			
								LINE AMOUNT	4,318.49		
								CHECK TOTAL	4,318.49		

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 User: Pam Spann (gams)
 Program ID: apwarrnl

City of Jackson

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

CHECK RUN: PD050923 05/09/2023
 DUE DATE: 05/09/2023

VENDOR	CASH/ACCOUNT	7100	REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
618	HENLEY PAT		0000		INV	04/27/2023	90267			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 079	2250			PAYROLL F EMPL WITH		100.00	100.00		
					CHECK TOTAL			100.00		
453	INTERNAL REVENUE SERV		0000		INV	04/27/2023	90257			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 079	2250			PAYROLL F EMPL WITH		258.43	258.43		
					CHECK TOTAL			258.43		
71815	INTERNAL REVENUE SERV		0000		INV	04/27/2023	90306			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 079	2250			PAYROLL F EMPL WITH		88.00	88.00		
					CHECK TOTAL			88.00		
445	J ALLEN SANDIFER AGEN		0000		INV	04/27/2023	90256			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 079	2250			PAYROLL F EMPL WITH		142.32	142.32		
					CHECK TOTAL			142.32		
848	JACKSON FIREFIGHTERS		0000		EFT	04/27/2023	90277			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 079	2250			PAYROLL F EMPL WITH		2,826.22	2,826.22		
					CHECK TOTAL			2,826.22		
857	JACKSON POLICE OFFICE		0000		EFT	04/27/2023	90278			
	ACCOUNT DETAIL						LINE AMOUNT			
	1 079	2250			PAYROLL F EMPL WITH		1,215.00	1,215.00		
					CHECK TOTAL			1,215.00		



City of Jackson



ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

CHECK RUN: PD050923 05/09/2023
 DUE DATE: 05/09/2023

CASH ACCOUNT	999	1100	REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
915	JACOB LAW GROUP	0000	0000		INV	04/27/2023	90284			
	ACCOUNT DETAIL							LINE AMOUNT		
	1 079	2250			PAYROLL F EMPLOYEE WITH			448.44		
								CHECK TOTAL		448.44
401422	JAYLYNN KIARA FRAZIER	0000	0000		EFT	04/27/2023	90317			
	ACCOUNT DETAIL							LINE AMOUNT		
	1 079	2250			PAYROLL F EMPLOYEE WITH			95.77		
								CHECK TOTAL		95.77
951	JENKINS RUSSELL	0000	0000		INV	04/27/2023	90288			
	ACCOUNT DETAIL							LINE AMOUNT		
	1 079	2250			PAYROLL F EMPLOYEE WITH			127.50		
								CHECK TOTAL		127.50
531	JRA PARKING	0000	0000		INV	04/27/2023	90266			
	ACCOUNT DETAIL							LINE AMOUNT		
	1 079	2250			PAYROLL F EMPLOYEE WITH			813.12		
								CHECK TOTAL		813.12
71814	LEWIS ESCORTIA	0000	0000		EFT	04/27/2023	90305			
	ACCOUNT DETAIL							LINE AMOUNT		
	1 079	2250			PAYROLL F EMPLOYEE WITH			138.46		
								CHECK TOTAL		138.46
415	LIFE OF ALABAMA	0000	0000		INV	04/28/2023	90234			
	ACCOUNT DETAIL							LINE AMOUNT		
	1 079	2250			PAYROLL F EMPLOYEE WITH			220.11		
								CHECK TOTAL		220.11
415	LIFE OF ALABAMA	0000	0000		INV	04/27/2023	90253			
	ACCOUNT DETAIL							LINE AMOUNT		
	1 079	2250			PAYROLL F EMPLOYEE WITH			3,014.43		
								CHECK TOTAL		3,014.43

Report generated: 05/04/2023 12:16:08
 User: Pam Spann (pams)
 Program ID: apwarrnt



City of Jackson

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

CHECK RUN: PD050923 05/09/2023
 DUE DATE: 05/09/2023

VENDOR	CASH ACCOUNT	999	1100	POOLD CASH - AP DISBURSEMENTS	REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
415	LIFE OF ALABAMA				0000		INV	05/05/2023	90823			
	ACCOUNT DETAIL								LINE AMOUNT			
	1 079	2250					PAYROLL F EMPL WITH		177.17			
									CHECK TOTAL	177.17		
										3,411.71		
73597	LUNSFORD BASKIN & PRI				0000		INV	04/27/2023	90313			
	ACCOUNT DETAIL								LINE AMOUNT			
	1 079	2250					PAYROLL F EMPL WITH		427.95			
									CHECK TOTAL	427.95		
66559	MARTIN FLORINE				0000		INV	04/27/2023	90299			
	ACCOUNT DETAIL								LINE AMOUNT			
	1 079	2250					PAYROLL F EMPL WITH		137.50			
									CHECK TOTAL	137.50		
877	MASE/CWA				0000		INV	04/28/2023	90247			
	ACCOUNT DETAIL								LINE AMOUNT			
	1 079	2250					PAYROLL F EMPL WITH		86.22			
									CHECK TOTAL	86.22		
877	MASE/CWA				0000		INV	04/27/2023	90279			
	ACCOUNT DETAIL								LINE AMOUNT			
	1 079	2250					PAYROLL F EMPL WITH		986.71			
									CHECK TOTAL	986.71		
877	MASE/CWA				0000		INV	05/05/2023	90836			
	ACCOUNT DETAIL								LINE AMOUNT			
	1 079	2250					PAYROLL F EMPL WITH		84.66			
									CHECK TOTAL	84.66		
65937	MEINDELSON LAW FIRM				0000		INV	04/27/2023	90296			
	ACCOUNT DETAIL								LINE AMOUNT			
	1 079	2250					PAYROLL F EMPL WITH		690.30			
									CHECK TOTAL	690.30		

Report generated: 05/04/2023 12:16:08
 User: Pam Spann (pams) apwarrn
 Program ID:

City of Jackson



ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

CHECK RUN: PD050923 05/09/2023
 DUE DATE: 05/09/2023

CASH ACCOUNT: 999		1100		POOLED CASH - AP DISBURSEMENTS				AMOUNT		VOUCHER		CHECK	
VENDOR	REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT							
72791	MERIT HEALTH CENTRAL		INV	04/27/2023	90309								
	ACCOUNT DETAIL												
	1 079		PAYROLL F EMPL WITH			114.44							
						CHECK TOTAL					114.44		
499	MS DEPARTMENT OF REVE		INV	04/28/2023	90237								
	ACCOUNT DETAIL												
	1 079		PAYROLL F EMPL WITH			190.00							
						CHECK TOTAL					190.00		
499	MS DEPARTMENT OF REVE		INV	04/27/2023	90280								
	ACCOUNT DETAIL												
	1 079		PAYROLL F EMPL WITH			1,014.13							
						CHECK TOTAL					1,014.13		
499	MS DEPARTMENT OF REVE		INV	05/05/2023	90826								
	ACCOUNT DETAIL												
	1 079		PAYROLL F EMPL WITH			322.32							
						CHECK TOTAL					322.32		
66893	MS DEPT OF EMPLOYMENT		INV	04/27/2023	90300								
	ACCOUNT DETAIL												
	1 079		PAYROLL F EMPL WITH			203.89							
						CHECK TOTAL					203.89		
512	MS EMPLOYMENT SECURIT		INV	04/28/2023	90239								
	ACCOUNT DETAIL												
	1 079		PAYROLL F EMPL WITH			632.77							
						CHECK TOTAL					632.77		
512	MS EMPLOYMENT SECURIT		INV	04/27/2023	90262								
	ACCOUNT DETAIL												
	1 079		PAYROLL F EMPL WITH			1,507.01							
						CHECK TOTAL					1,507.01		
512	MS EMPLOYMENT SECURIT		INV	05/05/2023	90828								
	ACCOUNT DETAIL												
	1 079		PAYROLL F EMPL WITH			544.38							
						CHECK TOTAL					544.38		

Report generated: 05/04/2023 12:16:08
 User: Pam Spain (pams)
 Program ID: apwarrrt



City of Jackson

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

CHECK RUN: PD050923 05/09/2023
 DUE DATE: 05/09/2023

VENDOR	CASH ACCOUNT	999	1100	REMIT	PO	TYPE	DUE DATE	INVOICE	CHECK TOTAL	AMOUNT	VOUCHER	CHECK
490	MIS TELCO FEDERAL CRED			0000		INV	04/27/2023	90259				
	ACCOUNT DETAIL								LINE AMOUNT			
	1 079	2250				PAYROLL F EMPL WITH			237.34			
									CHECK TOTAL	237.34		
1051	NC CHILD SUPPORT & CE			0000		INV	04/27/2023	90291				
	ACCOUNT DETAIL								LINE AMOUNT			
	1 079	2250				PAYROLL F EMPL WITH			235.38			
									CHECK TOTAL	235.38		
764	OCCIDENTAL LIFE INSUR			0000		INV	04/28/2023	90245				
	ACCOUNT DETAIL								LINE AMOUNT			
	1 079	2250				PAYROLL F EMPL WITH			9.54			
									CHECK TOTAL	9.54		
764	OCCIDENTAL LIFE INSUR			0000		INV	04/27/2023	90275				
	ACCOUNT DETAIL								LINE AMOUNT			
	1 079	2250				PAYROLL F EMPL WITH			330.60			
									CHECK TOTAL	330.60		
764	OCCIDENTAL LIFE INSUR			0000		INV	05/05/2023	90834				
	ACCOUNT DETAIL								LINE AMOUNT			
	1 079	2250				PAYROLL F EMPL WITH			9.54			
									CHECK TOTAL	9.54		
529	POLICE HOSPITAL FUND			0000		EFT	04/28/2023	90241				
	ACCOUNT DETAIL								LINE AMOUNT			
	1 079	2250				PAYROLL F EMPL WITH			4.62			
									CHECK TOTAL	4.62		
529	POLICE HOSPITAL FUND			0000		EFT	04/27/2023	90264				
	ACCOUNT DETAIL								LINE AMOUNT			
	1 079	2250				PAYROLL F EMPL WITH			702.23			
									CHECK TOTAL	702.23		

Report generated: 05/04/2023 12:16:08
 User: Pam Spann (pamns)
 Program ID: epwarrnt



City of Jackson

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

CHECK RUN: PD050923 05/09/2023
 DUE DATE: 05/09/2023

VENDOR	CASH ACCOUNT	909	1100	REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
529	POLICE HOSPITAL FUND			0000		EFT	05/05/2023	90830			
	ACCOUNT DETAIL							LINE AMOUNT	4.62		
	1 079		2250			PAYROLL F EMPL WITH		CHECK TOTAL	711.47		
944	PRE-PAID LEGAL SERVIC			0000		INV	04/27/2023	90287			
	ACCOUNT DETAIL							LINE AMOUNT	365.03		
	1 079		2250			PAYROLL F EMPL WITH		CHECK TOTAL	365.03		
658	PROVIDENT INSURANCE			0000		INV	04/27/2023	90271			
	ACCOUNT DETAIL							LINE AMOUNT	22.02		
	1 079		2250			PAYROLL F EMPL WITH		CHECK TOTAL	22.02		
73572	RAUSCH STURM			0000		INV	04/27/2023	90312			
	ACCOUNT DETAIL							LINE AMOUNT	162.03		
	1 079		2250			PAYROLL F EMPL WITH		CHECK TOTAL	162.03		
928	ROBERTS CASSIE			0000		EFT	04/27/2023	90285			
	ACCOUNT DETAIL							LINE AMOUNT	130.00		
	1 079		2250			PAYROLL F EMPL WITH		CHECK TOTAL	130.00		
884	SANDERS ANTONETTE LE			0000		EFT	04/27/2023	90281			
	ACCOUNT DETAIL							LINE AMOUNT	286.15		
	1 079		2250			PAYROLL F EMPL WITH		CHECK TOTAL	286.15		



City of Jackson

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

CHECK RUN: PD050923 05/09/2023
 DUE DATE: 05/09/2023

VENDOR	CASH ACCOUNT	399	1100	POOLED CASH - AP DISBURSEMENTS	REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
401297	SDUTRIBAL				0000		INV	04/27/2023	90315			
	ACCOUNT DETAIL								LINE AMOUNT			
	1 079								181.73			
									CHECK TOTAL	181.73		
73251	SHARON WEBBER				0000		INV	04/27/2023	90311			
	ACCOUNT DETAIL								LINE AMOUNT			
	1 079								327.69			
									CHECK TOTAL	327.69		
651	SIMPSON LAW FIRM PA				0000		INV	04/28/2023	90242			
	ACCOUNT DETAIL								LINE AMOUNT			
	1 079								43.15			
									CHECK TOTAL	43.15		
651	SIMPSON LAW FIRM PA				0000		INV	04/27/2023	90268			
	ACCOUNT DETAIL								LINE AMOUNT			
	1 079								882.88			
									CHECK TOTAL	882.88		
651	SIMPSON LAW FIRM PA				0000		INV	05/05/2023	90831			
	ACCOUNT DETAIL								LINE AMOUNT			
	1 079								43.15			
									CHECK TOTAL	43.15		
70874	SOUTHERN STATES POLIC				0000		INV	04/27/2023	90302			
	ACCOUNT DETAIL								LINE AMOUNT			
	1 079								1,464.75			
									CHECK TOTAL	1,464.75		
71944	TATUM VALERIE A				0000		EFT	04/27/2023	90307			
	ACCOUNT DETAIL								LINE AMOUNT			
	1 079								134.46			
									CHECK TOTAL	134.46		

Report generated: 05/04/2023 12:16:08
 User: Pam Spann (pams)
 Program ID: apwerrtl



City of Jackson

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

CHECK RUN: PD050923 05/09/2023
 DUE DATE: 05/09/2023

VENDOR	CASH ACCOUNT	999	1100	REMIT	PO	TYPE	DUE DATE	INVOICE	AMOUNT	VOUCHER	CHECK
70838	THE WINN BROWN LAW F I	ACCOUNT DETAIL	1 079	0000		INV	04/27/2023	90301			
									386.02		
									386.02		
879	TREASURER OF VIRGINIA	ACCOUNT DETAIL	1 079	0000		INV	04/27/2023	90280			
									119.52		
									119.52		
64220	TX CHILD SUPPORT SDU	ACCOUNT DETAIL	1 079	0000		INV	04/27/2023	90294			
									69.23		
									69.23		
478	UNITED WAY	ACCOUNT DETAIL	1 079	0000		INV	04/27/2023	90258			
									7.00		
									7.00		
65572	UNUM PROVIDENT LIFE &	ACCOUNT DETAIL	1 079	0000		INV	04/28/2023	90250			
									187.64		
									187.64		
65572	UNUM PROVIDENT LIFE &	ACCOUNT DETAIL	1 079	0000		INV	04/27/2023	90295			
									2,950.24		
									2,950.24		
65572	UNUM PROVIDENT LIFE &	ACCOUNT DETAIL	1 079	0000		INV	05/05/2023	90839			
									178.46		
									178.46		
									3,316.34		

Report generated: 05/04/2023 12:16:08
 User: Pam Spann (pams)
 Program ID: apwarrnt

City of Jackson

ACCOUNTS PAYABLE CHECK RUN REPORT

Check Run Summary

CHECK RUN: PD050923 05/09/2023
 DUE DATE: 05/09/2023

FUND	ORG	ACCOUNT	AMOUNT	AVLB BUDGET
0079	079	PAYROLL FUND	4,793.54	
0079	079	PAYROLL FUND	2,956.29	
0079	079	PAYROLL FUND	88,085.00	
FUND TOTAL			95,834.83	

WARRANT SUMMARY TOTAL 95,834.83
 GRAND TOTAL 95,834.83



05/13/23
 FORMER

CITY OF JACKSON, MISSISSIPPI
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
S.M.
5/5/23

OFFICE OF THE CITY ATTORNEY

The **PAYROLL DEDUCTION CLAIMS DOCKET** for May 9, 2023 in
the aggregate amount of \$95,034.83 has been reviewed by me and, based on
information and belief, this document is approved as to form pursuant to Miss. Code Ann. § 21-
39-7 for entry into NOVUS Agenda System and for payment authorization by governing
authorities.

Sondra O. Moncure
Sondra Moncure
Deputy City Attorney

5-5-2023
DATE

9

ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH FIRST MEA PRIMARY CARE PLUS, LCC D/B/A MEA CARES EMPLOYEE ASSISTANCE PROGRAM

WHEREAS, Section 25-15-101 of the Mississippi Code authorizes the governing authorities of a municipality to negotiate and secure for its employees and their dependents contracts for health, hospitalization, medical, surgical and other benefits; and

WHEREAS, First MEA Primary Care Plus, LLC d/b/a MEA Cares has available an Employee Assistance Program capable of providing counseling services to employees on issues, including but not limited to, stress management, grief, anxiety, alcohol, substance abuse, or marital issues; and

WHEREAS, the services provided by MEA Cares Employee Assistance Program relate to an individual's mental health; and

WHEREAS, contracting with First MEA Primary Care Plus LLC d/b/a MEA Cares to provide assistance to municipal employees challenged with personal or familiar issues affecting mental health serves the best interest; and

WHEREAS, the assistance afforded by the program will be confidential;

WHEREAS, MEA Cares will provide a toll free confidential Employee Assistance line with twenty-four (24) hour access for City of Jackson, Mississippi employees and their covered family members; and

WHEREAS, after hours face-to-face meetings with a counselor in the case of an emergency defined as homicidal, suicidal, or actively psychotic will also be available; and

WHEREAS, MEA Cares submitted a proposal containing three (3) plan options as follows:

Option A: Three (3) sessions per employee and per covered family member at a cost of \$2,000 per month for a total of \$24,000 per contract year;

Option B: Four (4) sessions per employee and per covered family member at a cost of \$2,688.00 per month for a total of \$32,256 per contract year; and

Option C: Five (5) sessions per employee and per covered member at a cost of \$3,600.00 per month for a total of \$43,200 per contract year; and

WHEREAS, covered family member is defined as spouse and unmarried children or step-children living at home or in school full-time under the age of 26 and residing in the state of Mississippi; and

WHEREAS, referral for treatment (when appropriate and available) will be made in accordance with the preferred provider network of the City of Jackson, Mississippi.

WHEREAS, MEA Cares will provide Unlimited on-site critical incident stress debriefing per contract year available within forty-eight hours following an in-house crisis or a community crisis involving City of Jackson, Mississippi employees.

WHEREAS, the Department of Human Resources recommends that the governing authorities enter in a contract with First MEA Primary Care Plus, LLC to provide services consistent with **Option A**;

WHEREAS, the City of Jackson has approximately 1400 employees; and

Agenda Item No. 9
May 9, 2023
(Martin, Lumumba)

WHEREAS, Option A allows employees and their family members three (3) sessions each at a flat cost of \$2000 per month for a total of \$24,000 per contract year; and

WHEREAS, the sessions will be provided by licensed professionals with a minimum of a Master's degree in social work, counseling, marriage and family, or psychology; and

WHEREAS, the counseling sessions will occur at the office(s) of the respective therapist and will be located within 65 miles of the covered employee's workplace; and

WHEREAS, employees and covered family members will be provided with written notification of the City of Jackson's sponsored benefit referred to as the Employee Assistance Program (EAP); and

WHEREAS, employees and covered dependents will be informed of the various services offered; and

WHEREAS, participation in the program will be voluntary and kept confidential;

WHEREAS, management and supervisors will not receive information concerning an employee's participation unless a formal release of information is signed by the employee; and

WHEREAS, the City will be required to designate a representative to act as liaison to MEA in the administration of the program;

WHEREAS, MEA Cares will develop and provide to the City of Jackson brochures and a User Guide; and

WHEREAS, MEA Cares will prepare and submit a monthly statistical report on EAP utilization to a representative of the City of Jackson, Mississippi including number of EAP calls, referrals, number of admissions to outpatient therapy and number of counseling sessions;

WHEREAS, the monthly reports will not contain identifying information on the employee or covered family member; and

WHEREAS, the term of the Agreement will be for a period of three (3) years from the date executed and will be renewed for successive annual periods unless either party provides notice of intent to terminate to the other 60 days in advance of the date of termination; and

WHEREAS, neither MEA nor the City shall assign its duties and responsibilities under the Agreement without the prior consent of the other party; and

WHEREAS, the Agreement may be modified only by a written consent amendment signed by representatives of the City and MEA;

IT IS, HEREBY ORDERED that the Mayor is authorized to execute a contract with **First MEA Primary Care Plus, LLC d/b/a MEA Cares** for the offering of the Employee Assistance Program benefit;

IT IS HEREBY ORDERED that a sum not exceeding \$2,000.00 per month or \$24,000 per year may be paid for the program benefits;

IT IS HEREBY ORDERED that the agreement may be renewed after the initial three (3) year term for successive one (1) year terms provided that the terms of the agreement remain unchanged.


IT IS HEREBY ORDERED that the Mayor shall be authorized to designate an individual who will be liaison for the City and receive the monthly statistical report.

Office of the City Attorney


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

OFFICE OF THE CITY ATTORNEY

This **ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH FIRST MEA PRIMARY CARE LLC d/b/a MEA CARES** has been reviewed by me and is legally sufficient for placement in NOVUS Agenda.


Catoria Martin, City Attorney


Carrie Johnson, Deputy City Attorney


Date


Date

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

May 9, 2023
DATE

POINTS		COMMENTS	
1.	Brief Description/Purpose	ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH FIRST MEA PRIMARY CARE PLUS, LCC D/B/A MEA CARES EMPLOYEE ASSISTANCE PROGRAM	
2.	Public Policy Initiative 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	Change in City Government	
3.	Who will be affected	Citywide	
4.	Benefits		
5.	Schedule (beginning date)	Upon approval by the council	
6.	Location: § WARD § CITYWIDE (yes or no) (area) § Project limits if applicable	Citywide	
7.	<input type="checkbox"/> Action implemented by: <input type="checkbox"/> § City Department <input type="checkbox"/> § Consultant	Department of Human Resources	
8.	COST	Cost will be a sum not exceeding \$2,000.00 per month or \$24,000 per year may be paid for the program benefits;	
9.	<input type="checkbox"/> Source of Funding <input type="checkbox"/> § General Fund <input type="checkbox"/> § Grant <input type="checkbox"/> § Bond <input type="checkbox"/> § Other	Not applicable	
10.	EBO participation	ABE _____ % AABE _____ % WBE _____ % HBE _____ % NABE _____ %	WAIVER yes ___ no ___ N/A ___ WAIVER yes ___ no ___ N/A ___ WAIVER yes ___ no ___ N/A ___ WAIVER yes ___ no ___ N/A ___ WAIVER yes ___ no ___ N/A ___

MEMORANDUM

TO: Chokwe Lumumba, Mayor

FROM: Toya Martin, Director
Department of Personnel Management

DATE: May 9th, 2023

**RE: ORDER AUTHORIZING THE MAYOR TO EXECUTE AN
AGREEMENT WITH FIRST MEA PRIMARY CARE PLUS, LCC D/B/A
MEA CARES EMPLOYEE ASSISTANCE PROGRAM**

The city of Jackson is in need of an Employee Assistance Program

TM

CAPABILITY STATEMENT

EAP Services

The City of Jackson

February 20, 2023

Submitted By:

MEFCares
a service of St. Dominic's

Employee Assistance Program
308 Corporate Drive
Ridgeland, Mississippi 39157
(601) 898-7520
1-800-844-6503

INTRODUCTION & OVERVIEW OF SERVICES

1) History and brief summary of the MEA Cares Employee Assistance Program

MEA Cares has offered Employee Assistance Program (EAP) services for nearly two decades. Through the program's history, it has evolved and adapted to the ever-changing needs of the community and the represented businesses. MEA Cares provides services to nearly 44 local and statewide businesses of all sizes and functions. These include state agencies, banks, hospitals, schools, law firms, manufacturers, and retail organizations.

MEA Cares prides itself with its ability to "tailor make" its services to suit your company's unique and ever changing needs. We don't believe in a "one size fits all" philosophy. Therefore, we allow you the flexibility to determine the services and pricing options that work best for your company. Some of the services available to your company include employee orientations, supervisory seminars, and employee educational seminars/workshops.

Orientations can be provided to our constituents to inform supervisors and employees about the nature of our services, how to access the services, and when they may be needed. Supervisory seminars can be provided to facilitate supervisor's knowledge of how the EAP may enhance work productivity. Educational seminars are offered which relate to workplace or personal issues. These include, but are not limited to, stress management, balancing work and family life, conflict management, professionalism, violence in the workplace (prevention and identifying symptoms), anger management, and communication enhancement and money matters. Seminars can be custom designed to meet the unique needs of a business.

2) Employee Assistance Program Staff

MEA Cares EAP utilizes therapists from various disciplines in order to meet individual, couple, and family needs. These include Psychologists, Licensed Professional Counselors, Licensed Social Workers, and Licensed Marriage and Family Therapists. All of our therapists have a minimum of a Master's degree, and are licensed in the state of Mississippi (we do not utilize interns).

Currently, MEA Cares EAP has over seventy (70) therapists in its statewide network, offering a wide variety of specializations and areas of interest. We currently utilize eight (8) therapists in the Jackson, MS metro area, and have fourteen (14) therapists to provide counseling services to your employees in the Oxford and Biloxi, MS areas. All of our therapists must have a minimum of four-years, post Master's experience, and most far exceed that level of experience.

For those seeking services in the Jackson, Mississippi metropolitan area, the EAP counseling staff is available at our primary office located at 308 Corporate Drive close to I-55 in Ridgeland, Mississippi. We also have a secondary office located just off Lakeland Drive in Flowood, Mississippi. For employees and family members outside of the Jackson metropolitan area, a network of counselors (within a 65-mile radius of the employee's office) will be utilized with varying locations and office hours.

**PARTICIPATION AGREEMENT FOR
MEA EMPLOYEE ASSISTANCE PROGRAM**

This agreement is entered into effective as of _____ between First MEA Primary Care Plus, LLC d/b/a MEA Cares Employee Assistance Program ("MEA") and the City of Jackson, Mississippi (COJ) ("Company") for the purpose of reducing to writing the understanding between Company and MEA for Company's participation in MEA's Employee Assistance Program.

1. MEA agrees to provide to Company those services set forth in Exhibit "A" to this Agreement.
2. Company agrees to accept and carry out the responsibilities set forth in Exhibit "B" to this Agreement.
3. For the services provided under this Agreement, company shall pay MEA according to the schedule of fees set forth in Exhibit "C" to this Agreement.
4. Neither MEA nor Company shall assign its duties and responsibilities under this Agreement without the prior consent of the other party. This Agreement may be modified only by a written consent amendment signed by representatives of Company and MEA.
5. This Agreement shall be for a term of three years from the effective date set forth above and shall renew for successive annual periods unless either party shall give to the other notice of intent to terminate. Either MEA or Company may terminate this contract with or without cause at any time during the term of the contract or any renewal term by giving the non-terminating party written notice of intent to terminate at least 60 days prior to the effective date of termination.

By signatures of their authorized representatives, who represent that they have been duly empowered to enter into this agreement, MEA and Company have made this contract effective as of the date first set forth above.

*The City of Jackson, Mississippi
(COJ)*

BY: _____

ITS: _____

*MEA Primary Care Plus, LLC
d/b/a Employee Assistance Program*

BY: _____

ITS: _____



a service of **St. Dominic's**

EMPLOYEE ASSISTANCE PROGRAM

EAP PROPOSAL

**For: Mychelle Cason, Executive Office Coordinator
The City of Jackson
1000 Metro Center Suite 102
Jackson, MS 39205**

**Contact: Laura A. Lewis, LPC, NCC
EAP Coordinator and Therapist
308 Corporate Drive
Ridgeland, Mississippi 39157
www.meacarescounseling.com**

February 20, 2023

- F. Referral for treatment (when appropriate and available) will be made in accordance with the preferred provider network of the City of Jackson, Mississippi.
- G. **Unlimited** on-site critical incident stress debriefing per contract year available within forty-eight hours following an in-house crisis or a community crisis involving City of Jackson, Mississippi employees.
- H. Three (3) counseling sessions per employee per contract year. Sessions are to be provided by licensed professionals with a minimum of a Master's degree in social work, counseling, marriage and family, or psychology. The counseling sessions will occur at the office(s) of the respective therapist. The therapists' office will be located within 65 miles of covered employees' workplace.
- I. A representative of MEA to handle the reporting of any employee concerns to insure the quality and confidentiality of the Employee Assistance Program.
- J. Ongoing consultation with City of Jackson, Mississippi representatives concerning the administration of the EAP.

Exhibit "A"

II. The City of Jackson, Mississippi agrees to:

- A. Provide employees and covered family members written notification of the City of Jackson, Mississippi sponsored benefit to be referred to as the Employee Assistance Program (EAP).
- B. Inform employees and covered dependents of the various services (mentioned in I) included in the EAP. Participation in these services by employees is voluntary and confidential.
- C. Inform management and supervisors that the contractor will maintain and protect the employee's confidentiality unless a formal release of information is signed by the employee.
- D. Inform MEA of any complaints or concerns about the EAP or any aspect of MEA's services.
- E. Designate a company representative to act as liaison to MEA in the administration of the program.

Exhibit "B"

10

ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH WISE STAFFING SERVICES INC. TO PROVIDE TEMPORARY STAFFING SERVICES TO VARIOUS CITY DEPARTMENTS

WHEREAS, the City of Jackson has a need for temporary staffing services for various City Departments; and

WHEREAS, the Department of Human Resources is responsible for securing temporary staffing services for all City Departments; and

WHEREAS, representatives from City Departments will notify the Department of Human Resources when they are in need of temporary staffing services; and

WHEREAS, the Department of Human Resources sends a request to temporary agencies when there is a need for services;

WHEREAS, the request includes the requesting Department, classification title, duties, quote and schedule; and

WHEREAS, the Department of Human Resources selects the agency with the lowest quote; and

WHEREAS, **Wise Staffing Services Inc.** will provide the City of Jackson on request with qualified temporary staffing services for the classification specifications; and

WHEREAS, **Wise Staffing Services Inc.** has an office located at 432 Magazine Street, Tupelo, Mississippi; and

WHEREAS, **Wise Staffing Services Inc.** submitted a rate sheet for the temporary positions provided to the City of Jackson as follows:

<u>Position</u>	<u>Pay Rate</u>	<u>Bill Rate</u>
Communications Clerk	\$11.63	\$16.23
Public Safety Dispatcher	\$13.30	\$18.62
Records Clerk	\$9.89	\$13.85
Data Entry Clerk	\$9.89	\$13.85
Custodian, janitorial, housekeeping	\$9.89	\$13.85
Golf Course Attendant	\$9.70	\$13.58
Zoo Keeper	\$12.72	\$17.81
Maintenance Worker/general labor	\$12.50	\$17.50
Clerical	\$14.00	\$19.60

WHEREAS, **Wise Staffing Services Inc.** will submit time sheets documenting the time worked and invoices to the City for services performed by assigned employees on a weekly basis, and the City

OFFICE OF THE CITY ATTORNEY
Sam M. ...

will remit payment within 30-45 days consistent with the statute for timely payment by governmental entities;

WHEREAS invoices will be supported by the WISE STAFFING Services Inc., Timesheets for assigned employees; and

WHEREAS, the signature of the City of Jackson on the Timesheet certifies that the documented hours are correct and authorizes Wise Staffing Services, Inc to bill The City of Jackson for those hours; and

WHEREAS, the term of the contract will be 24 months (2) years from the date of execution of the agreement; and

WHEREAS, Wise Staffing Services Inc. will recruit, screen, interview, hire, and assign its employees to perform the work under the supervision of the City of Jackson and will be responsible for paying the assigned employees' wages and provide them with the benefits **Wise Staffing Services Inc.** offers to them; and

WHEREAS, Wise Staffing Services Inc. will pay, withhold, and transmit payroll taxes, provide unemployment insurance and workers compensation benefits and handle unemployment and workers' compensation claims involving the assigned employees; and

WHEREAS, Wise Staffing Services Inc. will comply with federal, state and local labor and employment laws applicable to assigned employees including the Immigration Reform and Control Act of 1986, the Internal Revenue Code, the Employee Retirement Income Security Act, the Health Insurance Portability and Accountability Act, the Family Medical Leave Act, Title VII of the Civil Rights Act of 1964, the American with Disabilities Act, the Fair Labor Standards Act, the Consolidated Omnibus Budget Reconciliation Act, the Uniformed Services Employment and Reemployment Rights Act of 1994, and the Patient Protection and Affordable Care Act;

WHEREAS, Wise Staffing Services Inc. will comply with all provisions of the Affordable Care Act applicable to assigned employees, including the employer shared responsibility provisions related to the offer of minimum essential coverage to "full-time" employees as those terms are defined in the United States Code and related regulations and the applicable employer information reporting provisions set forth in the United States Code and related regulations; and

WHEREAS, Wise Staffing Services Inc. will have the right to physically inspect the work site and work processes to review and address unilaterally or in coordination with the City work performance issues of the assigned employee and to enforce **Wise Staffing Services Inc.** employment policies related to the assigned employees conduct at the worksite; and

WHEREAS, the City will properly supervise the assigned employee performing its work and be responsible for its business operations, products, services, and intellectual property; and

WHEREAS, the City will supervise, control, and safeguard its premises, processes, or systems and not permit assigned employees to operate any vehicle or mobile equipment or entrust them with unattended premises, cash, checks, keys, credit cards, merchandise, confidential or trade secret information, negotiable instruments, or other valuables without Wise Staffing Services Inc. *express prior written approval* or as strictly required by the job description provided to **Wise Staffing Services Inc.**; and

WHEREAS, the City will not change the assigned employees job duties without **Wise Staffing Services Inc.** *express prior written approval*; and

WHEREAS, the City will exclude assigned employees from its benefit plans, policies, and practices and not make any offer or promise relating to the assigned employee's compensation and benefits; and

WHEREAS, the City and **Wise Staffing Services Inc.** agree to hold confidential information in strict confidence and not disclose the information to third parties or use the information for any purpose other than performing the Agreement as required; and

WHEREAS, knowledge, possession or use of the City's information will not be imputed to **Wise Staffing Services Inc.** as a result of an assigned employee having access to the information; and

WHEREAS, the terms of the agreement will be considered severable, such that if any provision or clause which conflicts with existing or future law or may not be given full effect because of the law, no other provision that can operate without the conflicting provision or clause will be affected; and

WHEREAS, neither party will be responsible for failure or delay in performance of the agreement if the delay in performance is due to labor disputes, strikes, fire, riot, war, terrorism, Acts of God or other causes beyond the control of the nonperforming party; and

WHEREAS, **Wise Staffing Services Inc.** will provide proof of liability and workers compensation coverage upon request of the City.

IT IS, HEREBY ORDERED that the Mayor be authorized to execute a contract with **Wise Staffing Services Inc.** for the purposes stated in this Order.

IT IS, FURTHER ORDERED that the Mayor, or his designee, be authorized to execute any and all documents necessary to implement the contract described in this Order.

IT IS, FURTHER ORDERED that payment for the services provided *after* the contract has been executed may be made to **Wise Staffing Services Inc.**

[Handwritten signature]
OFFICE OF THE CITY MANAGER



"Merging Talent with Opportunity"

WISE STAFFING SERVICES, INC., with its principal office located at 432 Magazine Street, Tupelo, Mississippi 38804 and THE CITY OF JACKSON agrees to the terms and conditions set forth in the WISE STAFFING SERVICES, INC. Staffing Agreement

WISE STAFFING SERVICES, INC

1. DUTIES AND RESPONSIBILITIES

WISE STAFFING SERVICES, INC. will:

Recruit, screen, interview, hire and assign its employees ("Assigned Employees") to perform the type of work under THE CITY OF JACKSON's supervision and will, as the common law employer of Assigned Employees, be responsible for the following:

Pay Assigned Employees wages and provide them with the benefits that WISE STAFFING SERVICES, INC. offers to them.

Pay, withhold, and transmit payroll taxes; provide unemployment and workers; compensation claims involving Assigned Employees.

Comply with federal, state, and local labor and employment laws applicable to Assigned Employees, including the Immigration Reform and Control Act of 1986; the Internal Revenue Code ("Code"); the Employee Retirement Income Security Act ("ERISA"); the Health Insurance Portability and the Americans with Disabilities Act; the Fair Labor Standards Act; the Consolidated Omnibus Budget Reconciliation Act ("COBRA"); the Uniform Services Employment and Reemployment Rights Act of 1994; and as set forth in subparagraph g below, the Patient Protection and Affordable Care Act("ACA")

Comply with all provisions of the ACA applicable to Assigned Employees, including the employer shared responsibility provision relation to the offer of "minimum essential coverage" to "full-time" employees (as those terms are defined in code §4980H and related regulations) and the applicable employer information reporting provisions under Code §6055 and §6065 and related regulations.

1.2 RIGHT TO CONTROL

In addition to WISE STAFFING SERVICES, INC. duties and responsibilities set forth in paragraph 1 WISE STAFFING SERVICES, INC., as the common law employer, has the right to physically inspect the work site and work process; to review and address, unilaterally or in coordination with THE CITY OF JACKSON, Assigned Employee work performance issues; and to enforce WISE STAFFING SERVICES, INC. employment policies relating to Assigned Employee conduct as the worksite.

THE CITY OF JACKSON

2. DUTIES AND RESPONSIBILITIES

THE CITY OF JACKSON will:

Properly supervise Assigned Employees performing its work and be responsible for its business operations, products, services, and intellectual property.

Property supervises, control, and safeguards its premises, processes, or systems, and not permit Assigned Employees to operate any vehicle or mobile equipment, or entrust them with unattended premises, cash, checks, keys, credit cards, merchandise, confidential or trade secret information, negotiable instruments, or other valuables with WISE STAFFING SERVICES, INC. express prior written approval or as strictly required by the job description provided to WISE STAFFING SERVICES, INC.

Provide Assigned Employee with a safe work site and provide appropriate information, training, and safety equipment with respect to any hazardous substances or conditions to which they may be exposed at the work site

Not change Assigned Employees' job duties without WISE STAFFING SERVICES, INC. express prior written approval; and

Exclude Assigned Employees for THE CITY OF JACKSON's benefits plans, policies, and practices, and not make any offer or promise relating to Assigned Employees' compensation of benefits.

PAYMENT TERMS, BILL RATES, AND FEES

3. THE CITY OF JACKSON will pay WISE STAFFING SERVICES, INC. for its performance at the rate set forth in Exhibit A WISE STAFFING SERVICES, INC. will invoice THE CITY OF JACKSON for services provided under this Agreement on a weekly basis and THE CITY OF JACKSON will remit payment within 30 – 45 days, which is consistent with the statute for timely payment by governmental entities. Invoices will be supported by the WISE STAFFING SERVICES, INC. time sheets documenting work by Assigned Employees. THE CITY OF JACKSON's signature submitted for Assigned Employees certifies that the documented hours are correct and authorizes WISE STAFFING SERVICES, INC. to bill THE CITY OF JACKSON for those hours.

4. THE CITY OF JACKSON agrees that overtime requires payment of 1 ½ times the payment of compensation based on federal law. When federal law requires 1 ½ time of pay for work exceeding 40 hours in a week, THE CITY OF JACKSON will be billed at 1 ½ times of the regular bill rate.

CONFIDENTIAL INFORMATION

5. Both parties may receive information that is proprietary to or confidential to the other party or its affiliated companies and their clients. Both parties agree to hold such information in strict confidence and not to disclose such information to third parties or to use such information for any purpose whatsoever other than performing under the Agreement or as required by law. No

knowledge, possession, or use of THE CITY OF JACKSON's confidential information will be imputed to WISE STAFFING SERVICES, INC. as a result of Assigned Employees' access to such information.

COOPERATION

6. The parties agree to cooperate fully and to provide assistance to the other party in the investigation and resolution of any complaints, claims, actions, or proceedings that may be brought by or that may involve Assigned Employees.

MISCELLANEOUS

7. Provisions of the Agreement, which here by their terms extend beyond the termination or nonrenewal of this Agreement, will remain effective after termination or nonrenewal.
8. No provision of the Agreement may be amended or waived unless agreed to in writing and signed by both parties.
9. Each provision of this Agreement will be considered severable, so that in any one provision or clause conflicts with existing or future applicable law or may be given full effect because of such law, no other provision that can operate without the conflicting provision of clause will be affected.
10. This Agreement and the exhibits attached to it contain the entire understanding between the parties and supersede all prior agreements and understanding relating to the subject matter of the Agreement.
11. The provisions of the Agreement will insure to the benefit to and be binding on the parties and their respective representatives, successors, and assigns.
12. The failure of a party to enforce the provisions of this Agreement will not be a waiver of any provision of the right of such party thereafter to enforce each and every provision of this agreement.
13. THE CITY OF JACKSON will not transfer or assign this Agreement without WISE STAFFING SERVICES, INC.
14. Any notice or other communication will be deemed to be properly given only when sent via the United States Postal Services or an nationally recognized courier addressed as shown on the first page of this Agreement.
15. Neither party will be responsible for failure or delay in performance of this Agreement if the failure or delay is due to labor disputes, strike, fire, riot, war, terrorism, acts of God, or any other cause beyond the control of the nonperforming party.

16. Upon request, WISE STAFFING SERVICES, INC. will provide THE CITY OF JACKSON with proof of liability coverage and workers compensation coverage.

TERMS OF AGREEMENT

17. This Agreement will be for a term of 24 MONTHS from the date on which both parties have executed it. The Agreement may be terminated by either party upon 5 days written notice to the other party, except that, if a party becomes bankrupt or insolvent, discontinues operations, or fails to make any payments as required by the Agreement, either party may terminate the agreement upon 2 hours written notice.

Authorized representatives of the parties have executed this Agreement below to express the parties' agreement to its terms.

THE CITY OF JACKSON

WISE STAFFING SERVICES, INC.

Signature


Signature

Printed Name

Jennifer L. King

Printed Name

Title

Selling Branch Manager

Title

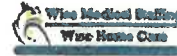
Date

2/10/2023

Date

The City of Jackson

Position	Pay Rate	Bill Rate
Communion Clerk	\$ 11.63	\$ 16.23
Public Safety Dispatcher	\$ 13.30	\$ 18.62
Records Clerk	\$ 9.89	\$ 13.85
Data Entry Clerk	\$ 9.89	\$ 13.85
Custodian, Janitorial, Housekeeping	\$ 9.89	\$ 13.85
Golf Course Attendant	\$ 9.70	\$ 13.58
Zoo Keeper	\$ 12.72	\$ 17.81
Maintenance Worker I/General Labor (PUBLIC WORKS)	\$ 12.50	\$ 17.50
Clerical	\$ 14.00	\$ 19.60



"Merging Talent with Opportunity"

Date: February 10, 2023
Name: Chokwe A. Lumumba
Customer: The City of Jackson

The City of Jackson

Dear Mr. Lumumba:

Please see below pricing for Wise Staffing Group of Companies:

The pricing reflected in this proposal is inclusive of the following:

- Recruitment, interviews, testing, and screened through E-Verify.
- Candidates selected to receive a conditional offer of assignment will be required to pass a 10-panel pre-employment drug screen and Standard 7-year National Background check.
- Wise Staffing Services, Inc will administer payroll, payroll taxes (including contributions to social security, unemployment insurance, and workers' compensation insurance), and all tax filing and record keeping with respect to all Wise Staffing assigned associates.
- Wise Staffing Services, Inc associates are eligible to participate in Wise Staffing Services, Inc offers benefit package, which includes a full range of reasonably priced health insurance product options.
- Wise Staffing week runs from Monday to Sunday.
- Cancellation Policy:
All orders must be cancelled 24 hours prior to the start date and time. Without 24 hours' notice:
- 2 Hours will be paid and billed for each associate.
If associates are sent home due to lack of work, a
-4 hour minimum will be paid and billed for each associate.
- This pricing proposal shall remain open for your consideration for 90 days.
- TERMS FOR PAYMENT – Net 45



"Meeting Talent with Opportunity"

Customer Pricing:

Markup: 40% over straight payrate up to 520 hours.

Description	Pay Rate	Mark-up Rate
See Attached Sheet	See Attached Sheet	40%

Direct Hire

Description	Fee	
Direct Hire Fee	20%	Fee is for annual salary and expected bonuses

At the completion of 520 hours on assignment through Wise Staffing Services, Inc, you may hire the applicable Wise Staffing Services, Inc assigned associate without an additional fee when given a 7-day written notice, or you may continue their assignment as a temporary associate.

Early Conversion:

Hours Worked	Conversion Fee
0-100	\$2,000
101-250	\$1,500
251-400	\$1,000
401-520	\$500
521+	No Fee

A copy of the terms and conditions pursuant to which Wise Staffing Services, Inc agrees to provide staffing services is attached. If you have any questions or concerns about the Terms & Conditions of Service, please do not hesitate to contact your Wise Staffing Services, Inc representative. We are confident that Wise Staffing Services, Inc can provide you with the best talent in the marketplace and thank you for the opportunity to show you that **Wise Staffing is the "Wise" choice!**



Merging Talent with Opportunity

Reporting and Transparency:

- Weekly pay via direct deposit or pay card
- Client/Worksite specific training and reporting
- Progressive discipline including, verbal, written and termination

Recruiting and Screening Process:

- Client Specific Advertisement and Recruiting
- Pre-Employment Checklist & Customized Screening, E-Verify, Standard 7-year National Background check, and 10 panel screening has been requested
- Specialized Pre-Employment Orientation (Client Specific Policies and Procedures)
- Site Specific Safety Training
- Bonded Tri-fold (Shares Bonded site specific information and expectation)

Worker's Compensation Protocol:

- Assess Situation and complete a First Report of Injury
- Notify your Wise Staffing Services, Inc contact immediately
- A Wise Staffing Services, Inc representative will coordinate treatment
- We will provide a provider flyer to be posted in the Break Room, **(If an associate is in an emergency such as loss of consciousness, excess bleeding, etc. call 911 immediately)**

All Employer Contributions:

- FICA Contribution (Social Security Tax)
- FUTA/SUTA (State & Federal Unemployment Contribution)
- Medicare Contribution
- State and Federal Withholding
- General Liability
- Workers Compensation Coverage
- W2 Processing

Employee Benefits – No Charge to Customer:

Benefits	Description	Terms
HEALTH INSURANCE	AVAILABLE	WISE STAFFING BENEFITS: Health Insurance is available. MEDICAL, DENTAL, SHORT TERM DISABILITY, VISION, LIFE INSURANCE



"Meeting Talent with Opportunity"

Terms and Conditions of Service:

- Mark Up 40% above pay rate up to 520 hours.
- Terms Net Due upon receipt, other terms are agreed upon and will be based on credit history
- Standard work week for Wise Staffing Services, Inc is Monday - Sunday. If variance in standard, please advise Wise Staffing Services, Inc to ensure proper payroll is completed.
- Associates are eligible for roll over at 520 hours with no additional fees when given a written notice.
- Associates can be bought out early and will be negotiated with your Wise Staffing Services, Inc Representative
- Customer agrees not to solicit or attempt to solicit for employment, any employee of Wise Staffing Services, Inc during the term of this Agreement and for a period of 6 months following the termination of this Agreement
- On-site program capability with 50+ associates, or as negotiated

Acknowledgement:

I also understand that Wise Staffing Services, Inc and its member companies (Wise Staffing Services, Inc., Labor Source, and Resource Management Group) have a 520-hour temp to perm standard on all employees, when given a 7-day written notice, unless other arrangements are made.

By acceptance and signature of this Proposal, the Customer accepts and agrees to be bound by all the terms and conditions of this Agreement.

With respect to any dispute among the parties arising out of or relating to this Proposal and Executed Agreement, the reasonable attorneys' fees and costs incurred by the prevailing party in connection with such dispute shall be paid by the other party or parties to such dispute.

X

Customer Signature

X

Demetra Harris

Wise Staffing Services, INC

X

Date

X

2/10/2023

Date

The City of Jackson

Position	Pay Rate	Bill Rate
Communion Clerk	\$ 11.63	\$ 16.23
Public Safety Dispatcher	\$ 13.30	\$ 18.62
Records Clerk	\$ 9.89	\$ 13.85
Data Entry Clerk	\$ 9.89	\$ 13.85
Custodian, Janitorial, Housekeeping	\$ 9.89	\$ 13.85
Golf Course Attendant	\$ 9.70	\$ 13.58
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Maintenance Worker I/General Labor (PUBLIC WORKS)	\$ 12.50	\$ 17.50
Clerical	\$ 14.00	\$ 19.60


Office of the City Attorney

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

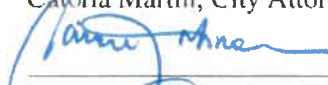
OFFICE OF THE CITY ATTORNEY


OFFICE OF THE CITY ATTORNEY

This **ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH WISE STAFFING TO PROVIDE TEMPORARY STAFFING SERVICES TO VARIOUS CITY DEPARTMENTS** has been reviewed by me and is legally sufficient for placement in NOVUS Agenda.



Gloria Martin, City Attorney



Carrie Johnson, Deputy City Attorney

2/23/23
Date

2/22/23
Date

MEMORANDUM

TO: Chokwe Lumumba, Mayor

FROM: Toya Martin, Director
Department of Personnel Management

DATE: May 9th, 2023

RE: ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH WISE STAFFING SERVICES INC. TO PROVIDE TEMPORARY STAFFING SERVICES TO VARIOUS CITY DEPARTMENTS

The City of Jackson has a need for temporary staffing services for various City Departments.

WJS/tm

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

May 9 2023
DATE

POINTS		COMMENTS				
1.	Brief Description/Purpose	ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH WISE STAFFING SERVICES INC. TO PROVIDE TEMPORARY STAFFING SERVICES TO VARIOUS CITY DEPARTMENTS				
2.	Public Policy Initiative 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	Change in City Government				
3.	Who will be affected	Citywide				
4.	Benefits					
5.	Schedule (beginning date)	Upon approval by the council				
6.	Location: § WARD § CITYWIDE (yes or no) (area) § Project limits if applicable	Citywide				
7.	<input type="checkbox"/> Action implemented by: <input type="checkbox"/> § City Department <input type="checkbox"/> § Consultant	Department of Human Resources				
8.	COST	submitted a rate sheet for the temporary positions provided to the City of Jackson as follows: Position Pay Rate Bill Rate Communications Clerk \$11.63 \$16.23 Public Safety Dispatcher \$13.30 \$18.62 Records Clerk \$9.89 \$13.85 Data Entry Clerk \$9.89 \$13.85 Custodian,janitorial,houseskeeping \$9.89 \$13.85 Golf Course Attendant \$9.70 \$13.58 Zoo Keeper \$12.72 \$17.81 Maintenance Worker/general labor \$12.50 \$17.50 Clerical \$14.00 \$19.60				
9.	<input type="checkbox"/> Source of Funding <input type="checkbox"/> § General Fund <input type="checkbox"/> § Grant <input type="checkbox"/> § Bond <input type="checkbox"/> § Other	Not applicable				
10.	EBO participation	ABE _____ %	WAIVER	yes _____	no _____	N/A _____
		AABE _____ %	WAIVER	yes _____	no _____	N/A _____
		WBE _____ %	WAIVER	yes _____	no _____	N/A _____
		HBE _____ %	WAIVER	yes _____	no _____	N/A _____
		NABE _____ %	WAIVER	yes _____	no _____	N/A _____

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ORDER AUTHORIZING THE MAYOR TO EXECUTE A FORTY-EIGHT MONTH (4yr) RENTAL AGREEMENT WITH ADVANTAGE BUSINESS SYSTEMS FOR A MINOLTA BIZHUB C300i DIGITAL COLOR SYSTEM AND THE MINOLTA BIZHUB 360i (BLACK/WHITE) DIGITAL COLOR SYSTEM TO BE USED BY THE DEPARTMENT OF HUMAN RESOURCES.

WHEREAS, Section 31-7-13(m)(i) of the Mississippi Code exempts from bidding requirements purchasing agreements, contracts, and maximum price regulations executed or approved by the Department of Finance and Administration; and

WHEREAS, Advantage Business Systems is authorized by State Contract # 8200062059 to furnish copier equipment and supplies; and

WHEREAS, the Department of Human Resources has need for copying equipment and supplies and has identified the Minolta Bizhub C300i Digital Color System and a Minolta Bizhub 360i Black and White Digital System as being sufficient to meet its needs; and

WHEREAS, the terms of the agreement with Advantage Business Systems are set for in State Contract # 8200062059 dated February 2017; and

WHEREAS, the term of the lease of the equipment will be for a period of forty eight (48) months and no automatic renewal will be allowed; and

WHEREAS another agreement will be required if the City of Jackson desires to continue leasing the equipment; and

WHEREAS, Advantage Business Systems will install, maintain, and repair the equipment to keep in good working order; and

WHEREAS, Advantage Business Systems will provide one copy credit for copy which the City deems unusable and for copies produced during servicing of the equipment; and

WHEREAS, Advantage Business Systems will to the maximum extent permitted by law indemnify, defend, and hold harmless the City, its officers, employers, and agents against all claims, demands, liabilities, suits, action, damage, losses and costs of any kind and nature caused by Advantage Business System in performance of or failure to perform the agreement; and

WHEREAS, Advantage Business Systems must use legal counsel acceptable to the City in defending a suit, if it controls the defense; and

WHEREAS, Advantage Business Systems shall not settle any claim, suit, or action with concurrence from the City; and

WHEREAS, the cost of the Minolta Bizhub C300i Digital Color System is \$165.00 per month plus a per copy charge of .0085 for all copies; and

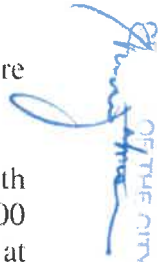
WHEREAS, the cost of the Minolta Bizhub 360i Black and White System is \$123.00 per month plus a per copy charge of .0079 for copies; and

[Handwritten signature]
OFFICE OF THE CITY ATTORNEY

WHEREAS, labor, parts, toner and drums with the exception of staples and paper are included in the price of the equipment rental; and

IT IS HEREBY ORDERED that the Mayor shall be authorized to execute a contract with Advantage Business System for the rental of a Minolta Bizhub C300i copier at a cost of \$165.00 per month plus a per copy charge of .0085 per copy and for the rental of a Minolta Bizhub 360i at a cost of \$123.00 per month plus a per copy charge of .0079 per copy.

IT IS HEREBY ORDERED that payment for the rental of the equipment and the copy charges may be made from budgeted funds of the Department of Human Resources.


OFFICE OF THE CITY ATTORNEY

RENTAL AGREEMENT
FOR USE BY MISSISSIPPI AGENCIES & GOVERNING AUTHORITIES
AND VENDORS
(applicable to equipment rental transactions)

This Rental Agreement (hereinafter referred to as Agreement) is entered into by and between City Of Jackson-Office of Personnel (hereinafter referred to as Customer), and Advantage Business Systems (hereinafter referred to as Vendor). This Agreement becomes effective upon signature by Customer and Vendor, and shall take precedence over all agreements and understandings between the parties. Vendor, by its acceptance hereof, agrees to rent to Customer, and Customer, by its acceptance hereof, agrees to rent from Vendor, the equipment, including applicable software and services to render it continually operational, listed in Exhibit A, which is attached hereto and incorporated herein.

1. CUSTOMER ACCOUNT ESTABLISHMENT:

- A. A separate Vendor Customer Number will be required for each specific customer/installation location.
- B. The Customer is identified as the entity on the first line of the "bill-to" address. All invoices and notices of changes will be sent to the "bill-to" address in accordance with Paragraph 8 herein.
- C. Ship-to and/or Installed-at address is the location to which the initial shipment of equipment/supplies will be made and the address to which service representatives will respond. Subsequent shipments of supplies for installed equipment will also be delivered to the "installed-at" address unless otherwise requested.
- D. Unless creditworthiness for this Customer Number has been previously established by Vendor, Vendor's Credit Department may conduct a credit investigation for this Agreement. Notwithstanding delivery of equipment, Vendor may revoke this Agreement by written notice to the Customer if credit approval is denied within thirty (30) days after the date this Agreement is accepted for Vendor by an authorized representative.

2. EQUIPMENT SELECTION, PRICES, AND AGREEMENT: The Customer has selected and Vendor agrees to provide the equipment, including applicable software and services to render it continually operational, identified on Exhibit A attached to this Agreement. The specific prices, inclusive of applicable transportation charges, are as set forth on the attached Exhibit A. The parties understand and agree that the Customer is exempt from the payment of taxes.

3. SHIPPING AND TRANSPORTATION: Vendor agrees to pay all non-priority, ground shipping, transportation, rigging and drayage charges for the equipment from the equipment's place of manufacture to the installation address of the equipment as specified under this Agreement. If any form of express shipping method is requested, it will be paid for by Customer.

4. RISK OF LOSS OR DAMAGE TO EQUIPMENT: While in transit, Vendor shall assume and bear the entire risk of loss and damage to the equipment from any cause whatsoever. If, during the period the equipment is in Customer's possession, due to gross negligence of the customer, the equipment is lost or damaged, then, the customer shall bear the cost of replacing or repairing said equipment.

5. DELIVERY, INSTALLATION, ACCEPTANCE, AND RELOCATION:

A. DELIVERY: Vendor shall deliver the equipment to the location specified by Customer and pursuant to the delivery schedule agreed upon by the parties. If, through no fault of the Customer, Vendor is unable to deliver the equipment or software, the prices, terms and conditions will remain unchanged until delivery is made by Vendor. If, however, Vendor does not deliver the equipment or software within ten (10) working days of the delivery due date, Customer shall have the right to terminate the order without penalty, cost or expense to Customer of any kind whatsoever.

B. INSTALLATION SITE: At the time of delivery and during the period Vendor is responsible for maintenance of the equipment, the equipment installation site must conform to Vendor's published space, electrical and environmental requirements; and the Customer agrees to provide, at no charge, reasonable access to the equipment and to a telephone for local or toll free calls.

C. INSTALLATION DATE: The installation date of the equipment shall be that date as is agreed upon by the parties, if Vendor is responsible for installing the equipment.

D. ACCEPTANCE: Unless otherwise agreed to by the parties, Vendor agrees that Customer shall have ten (10) working days from date of delivery and installation, to inspect, evaluate and test the equipment to confirm that it is in good working order.

E. RELOCATION: Customer may transfer equipment to a new location by notifying Vendor in writing of the transfer at least thirty (30) calendar days before the move is made. If Vendor is responsible for maintenance of the equipment, this notice will enable Vendor to provide technical assistance in the relocation efforts, if needed, as well as to update Vendor's records as to machine location. There will be no cessation of rental charges during the period of any such transfer. The Vendor's cost of moving and reinstalling equipment from one location to another is not included in this Agreement, and Customer agrees to pay Vendor, after receipt of invoice of Vendor's charges with respect to such moving of equipment, which will be billed to Customer in accordance with Vendor's standard practice then in effect for commercial users of similar equipment or software and payment remitted in accordance with Paragraph 8 herein.

6. RENTAL TERM: The rental term for each item of equipment shall be that as stated in the attached Exhibit A. If the Customer desires to continue renting the equipment at the expiration of the original rental agreement, the Customer must enter into a new rental agreement which shall be separate from this Agreement. There will be no automatic renewals allowed. There shall be no option to purchase.

7. OWNERSHIP: Unless the Customer has obtained title to the equipment, title to the equipment shall be and remain vested at all times in Vendor or its assignee and nothing in this Agreement shall give or convey to Customer any right, title or interest therein, unless purchased by Customer. Nameplates, stencils or other indicia of Vendor's ownership affixed or to be affixed to the equipment shall not be removed or obliterated by Customer.

8. PAYMENTS:

A. INVOICING AND PAYMENTS: The charges for the equipment, software or services covered by this Agreement are specified in the attached Exhibit A. Charges for any partial month for any item of equipment shall be prorated based on a thirty (30) day month. Vendor shall submit an invoice with the appropriate documentation to Customer.

1. E-PAYMENT: The Vendor agrees to accept all payments in United States currency via the State of Mississippi's electronic payment and remittance vehicle. The Customer agrees to make payment in accordance with Mississippi law on "Timely Payments for Purchases by Public Bodies", Section 31-7-301, *et seq.* of the 1972 Mississippi Code Annotated, as amended, which generally provides for payment of undisputed amounts by the agency within forty-five (45) days of receipt of the invoice.

2. PAYMODE: Payments by state agencies using Mississippi's Accountability System for Government Information and Collaboration (MAGIC) shall be made and remittance information provided electronically as directed by the State. The State, may at its sole discretion, require the Vendor to submit invoices and supporting documentation electronically at any time during the term of this Agreement. These payments shall be deposited into the bank account of the Vendor's choice. The Vendor understands and agrees that the State is exempt from the payment of taxes. All payments shall be in United States currency.

B. METER READINGS: If applicable, the Customer shall provide accurate and timely meter readings at the end

of each applicable billing period on the forms or other alternative means specified by Vendor. Vendor shall have the right, upon reasonable prior notice to Customer, and during Customer's regular business hours, to inspect the equipment and to monitor the meter readings. If Customer meter readings are not received in the time to be agreed upon by the parties, the meter readings may be obtained electronically or by other means or may be estimated by Vendor subject to reconciliation when the correct meter reading is received by Vendor.

C. COPY CREDITS: If applicable, if a copier is being rented, the Customer will receive one (1) copy credit for each copy presented to Vendor which, in the Customer's opinion, is unusable and also for each copy which was produced during servicing of the equipment. Copy credits will be issued only if Vendor is responsible for providing equipment services or maintenance services (except time and materials maintenance). Copy credits will be reflected on the invoice as a reduction in the total copy volume, except for run length plans which will be credited at a specific copy credit rate as shown on the applicable price list.

9. USE OF EQUIPMENT: Customer shall operate the equipment according to the manufacturer's specifications and documented instructions. Customer agrees not to employ or use additional attachments, features or devices on the equipment or make changes or alterations to the equipment covered hereby without the prior written consent of Vendor in each case, which consent shall not be unreasonably withheld.

10. MAINTENANCE SERVICES, EXCLUSIONS, AND REMEDIES:

A. SERVICES: If Vendor is responsible for providing equipment services, maintenance services (except for time and materials), or warranty services: (1) Vendor shall install and maintain the equipment and make all necessary adjustments and repairs to keep the equipment in good working order. (2) Parts required for repair may be used or reprocessed in accordance with Vendor's specifications and replaced parts are the property of Vendor, unless otherwise specifically provided on the price lists. (3) Services will be provided during Customer's usual business hours. (4) If applicable, Customer will permit Vendor to install, at no cost to Customer, all retrofits designated by Vendor as mandatory or which are designed to insure accuracy of meters.

B. EXCLUSIONS: The following is not within the scope of services: (1) Provision and installation of optional retrofits. (2) Services connected with equipment relocation. (3) Installation/removal of accessories, attachments or other devices. (4) Exterior painting or refinishing of equipment. (5) Maintenance, installation or removal of equipment or devices not provided by Vendor. (6) Performance of normal operator functions as described in applicable Vendor operator manuals. (7) Performance of services necessitated by accident; power failure; unauthorized alteration of equipment or software; tampering; service by someone other than Vendor; causes other than ordinary use; interconnection of equipment by electrical, or electronic or mechanical means with noncompatible equipment, or failure to use operating system software. If Vendor provides, at the request of the Customer, any of the services noted above, the Customer may be billed by Vendor at a rate not to exceed the Master State Prices Agreement between the Vendor and the State of Mississippi, or in the absence of such agreement at the then current time and materials rates.

C. REMEDIES: If during the period in which Vendor is providing maintenance services, Vendor is unable to maintain the equipment in good working order, Vendor will, at no additional charge, provide either an identical replacement or another product that provides equal or greater capabilities.

11. HOLD HARMLESS: To the fullest extent allowed by law, Vendor shall indemnify, defend, save and hold harmless, protect, and exonerate the Customer and the State of Mississippi, its Commissioners, Board Members, officers, employees, agents, and representatives from and against all claims, demands, liabilities, suits, actions, damages, losses, and costs of every kind and nature whatsoever, including, without limitation, court costs, investigative fees and expenses, and attorneys' fees, arising out of or caused by Vendor and/or its partners, principals, agents, employees, and/or subcontractors in the performance of or failure to perform this Agreement. In the Customer's sole discretion, Vendor may be allowed to control the defense of any such claim, suit, etc. In the event Vendor defends said claim, suit, etc., Vendor shall use legal counsel acceptable to the Customer; Vendor shall be solely liable for all reasonable costs and/or expenses associated with such defense and the Customer shall be entitled to participate in said defense. Vendor shall not settle any claim, suit, etc., without the Customer's concurrence,

which the Customer shall not unreasonably withhold.

12. ALTERATIONS, ATTACHMENTS, AND SUPPLIES:

A. If Customer makes an alteration, attaches a device or utilizes a supply item that increases the cost of services, Vendor will either propose an additional service charge or request that the equipment be returned to its standard configuration or that use of the supply item be discontinued. If, within five (5) days of such proposal or request, Customer does not remedy the problem or agree in writing to do so within a reasonable amount of time, Vendor shall have the right to terminate this Agreement as provided herein. If Vendor believes that an alteration, attachment or supply item affects the safety of Vendor personnel or equipment users, Vendor shall notify Customer of the problem and may withhold maintenance until the problem is remedied.

B. Unless Customer has obtained title to the equipment free and clear of any Vendor security interest, Customer may not remove any ownership identification tags on the equipment or allow the equipment to become fixtures to real property.

13. ASSIGNMENT: The Vendor shall not assign, subcontract or otherwise transfer in whole or in part, its right or obligations under this Agreement without prior written consent of the Customer. Any attempted assignment or transfer without said consent shall be void and of no effect.

14. GOVERNING LAW: This Agreement shall be governed by and construed in accordance with the laws of the State of Mississippi, excluding its conflicts of laws provisions, and any litigation with respect thereto shall be brought in the courts of said state. The Vendor shall comply with applicable federal, state, and local laws and regulations.

15. NOTICE: Any notice required or permitted to be given under this Agreement shall be in writing and personally delivered or sent by certified United States mail, postage prepaid, return receipt requested, to the party to whom the notice should be given at the address set forth below. Notice shall be deemed given when actually received or when refused. The parties agree to promptly notify each other in writing of any change of address.

For the Vendor:

Advantage Business Systems
Name Donna May
Title Account Manager
Address 5442 Executive Place
City, State, & Zip Code Jackson, MS 39206

For the Customer:

City of Jackson -Office of Personnel
Name Michelle Cason
Title Office Coordinator
Address 1000 Metrocenter
City, State, & Zip Code Jackson, MS 39209

16. WAIVER: Failure by the Customer at any time to enforce the provisions of this Agreement shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of this Agreement or any part thereof or the right of the Customer to enforce any provision at any time in accordance with its terms.

17. CAPTIONS: The captions or headings in this Agreement are for convenience only, and in no way define, limit or describe the scope or intent of any provision or section of this Agreement.

18. SEVERABILITY: If any term or provision of this Agreement is prohibited by the laws of the State of Mississippi or declared invalid or void by a court of competent jurisdiction, the remainder of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

19. THIRD PARTY ACTION NOTIFICATION: Vendor shall give Customer prompt notice in writing of any action or suit filed, and prompt notice of any claim made against Vendor by any entity that may result in litigation related in any way to this Agreement.

20. AUTHORITY TO CONTRACT: Vendor warrants that it is a validly organized business with valid authority to enter into this Agreement and that entry into and performance under this Agreement is not restricted or prohibited by any loan,

security, financing, contractual or other agreement of any kind, and notwithstanding any other provision of this Agreement to the contrary, that there are no existing legal proceedings, or prospective legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under this Agreement.

21. RECORD RETENTION AND ACCESS TO RECORDS: The Vendor agrees that the Customer or any of its duly authorized representatives at any time during the term of this Agreement shall have unimpeded, prompt access to and the right to audit and examine any pertinent books, documents, papers, and records of the Vendor related to the Vendor's charges and performance under this Agreement. All records related to this Agreement shall be kept by the Vendor for a period of three (3) years after final payment under this Agreement and all pending matters are closed unless the Customer authorizes their earlier disposition. However, if any litigation, claim, negotiation, audit or other action arising out of or related in any way to this Agreement has been started before the expiration of the three (3) year period, the records shall be retained for one (1) year after all issues arising out of the action are finally resolved. The Vendor agrees to refund to the Customer any overpayment disclosed by any such audit arising out of or related in any way to this Agreement.

22. EXTRAORDINARY CIRCUMSTANCES: If either party is rendered unable, wholly or in part, by reason of strikes, accidents, acts of God, weather conditions or any other acts beyond its control and without its fault or negligence to comply with any obligations or performance required under this Agreement, then such party shall have the option to suspend its obligations or performance hereunder until the extraordinary performance circumstances are resolved. If the extraordinary performance circumstances are not resolved within a reasonable period of time, however, the non-defaulting party shall have the option, upon prior written notice, of terminating the Agreement.

23. TERMINATION: This Agreement may be terminated as follows: (a) Customer and Vendor mutually agree to the termination, or (b) If either party fails to comply with the terms and conditions of this Agreement and that breach continues for thirty (30) days after the defaulting party receives written notice from the other party, then the non-defaulting party has the right to terminate this Agreement. The non-defaulting party may also pursue any remedy available to it in law or in equity. Upon termination, all obligations of Customer to make payments required hereunder shall cease.

24. AVAILABILITY OF FUNDS: It is expressly understood and agreed that the obligation of the Customer to proceed under this Agreement is conditioned upon the appropriation of funds by the Mississippi State Legislature and the receipt of state and/or federal 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 federal government to provide funds or of the State of Mississippi 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 Customer, the Customer shall have the right upon ten (10) working days written notice to the Vendor, to terminate this Agreement without damage, penalty, cost or expenses to the Customer of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.

25. MODIFICATION OR RENEGOTIATION: This Agreement may be modified, altered or changed only by written agreement signed by the parties hereto. The parties agree to renegotiate the Agreement if federal, state and/or the Customer's revisions of any applicable laws or regulations make changes in this Agreement necessary.

26. WARRANTIES: Vendor warrants that the equipment, when operated according to the manufacturer's specifications and documented instructions, shall perform the functions indicated by the specifications and documented literature. Vendor may be held liable for any damages caused by failure of the equipment to function according to specifications and documented literature published by the manufacturer of the equipment.

27. E-VERIFY COMPLIANCE: If applicable, the Vendor represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act of 2008, Section 71-11-1, *et seq.* of the Mississippi Code Annotated (Supp 2008), and will register and participate in the status verification system for all newly hired employees. The term "employee" as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, "status verification system" means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. The Vendor agrees to maintain records of such compliance and, upon request of the State and

approval of the Social Security Administration or Department of Homeland Security, where required, to provide a copy of each such verification to the Customer. The Vendor further represents and warrants that any person assigned to perform services hereafter meets the employment eligibility requirements of all immigration laws of these warranties, the breach of which may subject the Vendor to the following: (1) termination of this Agreement and ineligibility for any state or public contract in Mississippi for up to three (3) years, with notice of such cancellation/termination being made public, or (2) the loss of any license, permit, certification or other document granted to the Vendor by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year, or (3) both --in the event of such cancellation/termination, the Vendor would also be liable for any additional costs incurred by the Customer due to the contract cancellation or loss of license or permit.

28. HARD DRIVE SECURITY: Vendor must properly format the hard drive, deleting all information, or replace the hard drive with a new hard drive prior to storing or re-selling the equipment. The Customer may request to retain the hard drive for a nominal fee. Vendor will supply written notification to the Customer that all data has been made inaccessible. This notification must be provided with forty-five (45) days of the equipment being returned to the Vendor.

29. ENTIRE AGREEMENT: This Agreement constitutes the entire agreement of the parties with respect to the equipment, software or services described herein and supersedes and replaces any and all prior negotiations, understandings and agreements, written or oral, between the parties relating hereto. No terms, conditions, understandings, usages of the trade, course of dealings or agreements, not specifically set out in this Agreement or incorporated herein, shall be effective or relevant to modify, vary, explain or supplement this Agreement.

30. TRANSPARENCY: This Agreement, including any accompanying exhibits, attachments, and appendices, is subject to the "Mississippi Public Records Act of 1983," codified as Section 25-61-1 et seq., Mississippi Code Annotated and exceptions found in Section 79-23-1 of the Mississippi Code Annotated (1972, as amended). In addition, this Agreement is subject to provisions of the Mississippi Accountability and Transparency Act of 2008 (MATA), codified as Section 27-104-151 of the Mississippi Code Annotated (1972, as amended). Unless exempted from disclosure due to a court-issued protective order, this Agreement is required to be posted to the Department of Finance and Administration's independent agency contract website for public access. Prior to posting the Agreement to the website, any information identified by the Vendor as trade secrets, or other proprietary information including confidential vendor information, or any other information which is required confidential by state or federal law or outside the applicable freedom of information statutes will be redacted. A fully executed copy of this Agreement shall be posted to the State of Mississippi's accountability website at: <http://www.transparency.mississippi.gov>.

31. COMPLIANCE WITH LAWS: The Vendor understands that the Customer is an equal opportunity employer and therefore maintains a policy which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, disability, genetic information, or any other consideration made unlawful by federal, state, or local laws. All such discrimination is unlawful and the Vendor agrees during the term of the Agreement that the Vendor will strictly adhere to this policy in its employment practices and provision of services. The Vendor shall comply with, and all activities under this Agreement shall be subject to, all applicable federal, State of Mississippi, and local laws and regulations, as now existing and as may be amended or modified.

For the faithful performance of the terms of this Agreement, the parties have caused this Agreement to be executed by their undersigned representatives.

Witness my signature this the 3rd day of February, 2023.

Vendor: Advantage Business Systems

By: Donna May
Authorized Signature

Printed Name: Donna May

Title: Account Manager

WITNESS:

Witness my signature this the _____ day of _____, 20____.

Customer: City of Jackson -Office of Personnel

By: _____
Authorized Signature

Printed Name: Mayor Chokwe Antar Lumumba

Title: Mayor

WITNESS:

EXHIBIT A
RENTAL AGREEMENT
FOR USE BY
MISSISSIPPI Agencies AND VENDORS
(Applicable to Equipment Rental Transactions)

The following, when signed by the Customer and the Vendor shall be considered to be a part of the Rental Agreement between the parties.

State Contract Number: 8200062059

Vendor Company Name: Advantage Business Systems

Customer Agency Name: City of Jackson -Office of Personnel

Bill to Address: P O Box 17, Jackson, MS 39205-0017

Ship to Address: 1000 Metrocenter
Jackson, MS 39209

<u>Description of Equipment, Software, or Services</u>	<u>Price</u>
Konica Minolta Bizhub C300i FK516 Fax, FS539 + RU513 Finisher, PK520 Punch, DK516 Desk	\$165.00
Konica Minolta Bizhub 360i DK516 Desk, FS539 +RU513 Finisher	\$123.00

Delivery Schedule and Installation Date:

Rental Term: (Number of Months) 48
Start Date:
End Date:

Modifications: All b/w billed @ .0085 and all color billed (For C300i)

All b/w billed @ .0079 (For 360i)

Donna May
Vendor Signature

Customer Signature

Proposal for: City of Jackson Personnel



1746

Advantage Business Systems

5442 Executive Place
Jackson, MS 39206

Donna May (601)362-9192
Cell: (601)317-4298



February 2, 2023

City of Jackson Personnel
1000 Metrocenter
Jackson, MS 39213

Enclosed please find the information on the Konica Minolta Bizhub C300i color copier and the Bizhub 360i black/white copier. I have put into the proposal MS State Contract pricing (Contract #8200062059). I hope these will meet your needs and within your price range.

We look forward to continue to offer you the finest service available. We believe Konica Minolta quality products, blended with our excellent service, are the foundation for a successful partnership.

Thanks again for the opportunity,

Sincerely,

A handwritten signature in cursive script that reads "Donna May". The signature is written in black ink and is positioned below the word "Sincerely,".

Donna May
Senior Account Executive
Advantage Business Systems

Konica Minolta Overview

Konica Minolta Business Solutions U.S.A., Inc. (KMBS) is a wholly owned subsidiary of Konica Minolta Holdings, Inc., formed through the merger of Konica, Inc. and Minolta Co., Ltd. With more than 200 years of combined experience, Konica Minolta is building on a long and rich history of developing innovative imaging technologies and bringing new products to market. It is a company that continues to create fresh new impressions in the field of imaging by mobilizing its core competencies in optics, printing and copying, scanning and software to create these products and services.

Headquartered in Ramsey, New Jersey, KMBS provides its customers with complete solutions to efficiently create, reproduce, share and manage document-based information. The company provides the essentials of imaging to companies and organizations ranging from small office/home office to workgroups and departments and to large production operations. Its technologically advanced line of products and services include:

- A complete line of high-speed, high-volume document systems, up to 170 ppm and 1.25 million impressions per month.
- A full line of superior quality color imaging systems for corporate, graphics arts and production environments.
- A wide range of multifunctional workgroup and departmental document systems and facsimile machines with advanced functionality such as network scanning and Internet faxing.
- Software solutions designed to bridge the gap between computers and document systems, offering capabilities from easy scan-to-file to automated document manipulation to total workflow process solutions.
- Desktop monochrome and color laser printing systems.
- Professional services for infrastructure management and document process streamlining.
- Advanced scanning and micrographics systems for document imaging.
- World-class sales, service and support through an extensive network of direct sales offices, authorized dealers, resellers and distributors in the United States, Canada, Mexico, Central America and South America.

Advantage Business Systems Overview

Advantage Business Systems was founded in 1976 by Tom Day. Since its inception, Advantage Business Systems has grown rapidly to become one of the premier office equipment suppliers in Central Mississippi. The fast growth is attributed to all of our people being dedicated to providing the finest customer service and representing the innovative digital technologies that Minolta offers.

Our dedication to service is exemplified by our multiple Pro-Tech service awards we have earned and the loyalty of thousands of customers in the metro area.

The service we provide is backed by our Performance Uptime Guarantee, which insures that your equipment is as productive as possible.

We are excited to have the opportunity to serve your company's document management needs now and into the future.

PROPOSED CONFIGURATION

The following Minolta Bizhub 360i Digital Color System provides these features:

- 36 ppm b/w
- 100,000 sheet monthly duty cycle
- Dual Head Scanner
- 1800 x 600dpi scanning
- Warm up time of less than 20 seconds
- 2 X 500 drawers and 150 sheet intelligent bypass
- Polymerized toner system
- Standard and custom paper size support up to 11" x 17"
- 10" Touch and Swipe Control Panel
- Network Printing
- Network Scanning
- Staple Finisher
- Box Functionality
- Print to/from USB
- PageScope Mobile Print Application (from iPod, iPhone, and iPad or Android device)



48 Month Rental: \$123.00

- Bizhub 360i Digital Copier/Printer
- Desk DK516
- Staple Finisher FS539
- Bridge Unit RU513

PROPOSED CONFIGURATION

The following Minolta Bizhub C300i Digital Color System provides these features:

- 30 ppm b/w and 30 ppm full color
- 100,000 sheet monthly duty cycle
- Dual Head Scanner (100 sheets)
- 1800 x 600dpi scanning
- 2 X 500 sheet universal cassette and 150 sheet intelligent bypass
- 256 color shades per pixel
- Standard and custom paper size support up to 12" x 18"
- 10" Touch and Swipe Control Panel
- Network Printing
- Network Scanning
- Super 3G Fax
- Staple Finisher with 2/3 hole punch
- Banner Printing
- Box Functionality
- Print to/from USB
- Print from iPod, iPad, Android Device, Air Print



48 Month Rental: \$165.00

- **Bizhub C300i Digital Copier/Printer**
- **Desk DK516**
- **Staple Finisher FS539**
- **Hole Punch PK520**
- **Fax FK514**
- **Bridge RU513**

Maintenance for Bizhub C300i

Maintenance Program includes:

- All toner cartridges
- All other consumables except paper & staples
- All parts, drums, labor and service calls
- Preventative maintenance procedures
- Unlimited on-site customer training
- Can be billed monthly, quarterly or annually

B/W copies billed @ .0085 per copy and all color copies billed @ .055.

- *(based on single sided, letter sized image)*

Maintenance for Bizhub 360i

Maintenance Program includes:

- All toner cartridges
- All other consumables except paper & staples
- All parts, drums, labor and service calls
- Preventative maintenance procedures
- Unlimited on-site customer training
- Can be billed monthly, quarterly or annually

All b/w copies billed @ .0079.


(based on single sided, letter sized image)

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 FORTY EIGHT MONTH RENTAL AGREEMENT WITH ADVANTAGE BUSINESS SYSTEMS FOR A MINOLTA BIZHUB C300i SYSTEM AND A MINOLTA BIZHUB 360i SYSTEM** has been reviewed by me and is legally sufficient for placement in NOVUS Agenda.



Catoria Martin, City Attorney

2/23/23
Date



Carrie Johnson, Deputy City Attorney

2/22/23
Date

OFFICE OF THE CITY ATTORNEY

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

May 9, 2023

DATE

POINTS		COMMENTS
1.	Brief Description/Purpose	ORDER AUTHORIZING THE MAYOR TO EXECUTE A FORTY-EIGHT MONTH (4yr) RENTAL AGREEMENT WITH ADVANTAGE BUSINESS SYSTEMS FOR A MINOLTA BIZHUB C300i DIGITAL COLOR SYSTEM AND THE MINOLTA BIZHUB 360i (BLACK/WHITE) DIGITAL COLOR SYSTEM TO BE USED BY THE DEPARTMENT OF HUMAN RESOURCES.
2.	Public Policy Initiative 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	Change in City Government
3.	Who will be affected	Department of Human Resources
4.	Benefits	
5.	Schedule (beginning date)	Upon approval by the council
6.	Location: § WARD § CITYWIDE (yes or no) (area) § Project limits if applicable	Department of Human Resources
<input type="checkbox"/> <input type="checkbox"/> 7.	Action implemented by: § City Department § Consultant	Department of Human Resources
8.	COST	the cost of the Minolta Bizhub C300i Digital Color System is \$165.00 per month plus a per copy charge of .0085 for all copies; the cost of the Minolta Bizhub 360i Black and White System is \$123.00 per month plus a per copy charge of .0079 for copies;
<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> 9.	Source of Funding § General Fund § Grant § Bond § Other	Not applicable
10.	EBO participation	ABE _____ % WAIVER yes ___ no ___ N/A ___ AABE _____ % WAIVER yes ___ no ___ N/A ___ WBE _____ % WAIVER yes ___ no ___ N/A ___ HBE _____ % WAIVER yes ___ no ___ N/A ___ NABE _____ % WAIVER yes ___ no ___ N/A ___

12

ORDER AUTHORIZING THE SOLE SOURCE PROCUREMENT OF TWENTY FIVE (25) GUARDIAN HANDHELD LAUNCHING SYSTEMS AND ALSO TWENTY FIVE (25) TWELVE MONTH SUBSCRIPTIONS TO GPS LIVE TRACKING PROJECTILES, COREVIEW MAPPING, DATA AND USER ACCESS FOR FOUR YEARS AND ONE TRAIN THE TRAINER MODULE FOR A PERIOD OF FOUR (4) YEARS AND AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH STAR CHASE, LLC RELATED TO THE SUBSCRIPTIONS

Tom M...
...

Whereas, StarChase LLC has a patent on a handheld real time vehicle tagging and tracking technology product which may be used by law enforcement as a safe alternative to high speed pursuits; and

Whereas, the Jackson Police Department received undated correspondence from Trevor A Fischbach, the President of StarChase LLC advising that it is the exclusive and sole manufacturer of the Handheld tagging and tracking technology product; and

Whereas, the correspondence from StarChase also indicated that its technology is a patented product and its unique characteristics make it a stand-alone product in electronic/surveillance, law enforcement vehicle/traffic accessories and pursuit management; and

Whereas, the Jackson Police Department has been able to locate a company with a similar product offering with the capacity to tag and track in real time; and

Whereas, Section 31-7-13(m)(viii) of the Mississippi Code exempts from bidding requirements non-competitive items available from one (1) source only; and

Whereas, Section 31-7-13(m)(viii) the governing authorities for the City of Jackson have the power to authorize the purchase of non-competitive items when the conditions and circumstances requiring the purchase are known; and

Whereas, the Guardian –HX Handheld Launcher manufactured by Star Chase, LLC is only available from Star Chase LLC; and

Whereas, the Guardian-HX Handheld Launcher may be applied in auto theft recovery, special operations, DUI checkpoints, barricaded suspects, patrol operations, and interdictions of law enforcement agencies; and

Whereas, the City of Jackson is an urban area where high speed law enforcement pursuits pose significant risk of death and severe bodily injury; and

Whereas, the Guardian-HX Handheld Launcher is cutting edge technology which will be useful in reducing the risk of death and severe bodily injury from police pursuits while simultaneously assisting with the capture of criminal suspects; and

Whereas, the Jackson Police Department recommends that the governing authorities authorize the purchase of twenty (25) Guardian-HX Handheld Launchers at the cost of \$82,612.00 after application

Agenda Item No. 12
May 9, 2023
(Davis, Lumumba)

of a \$12,388.00 discount and includes the Pelican 1720 rifle case , battery mags and charger, training rounds, and live GPS rounds; and

Whereas, a subscription to the GPS Live Tracking Projectiles, Coreview, and Mapping Data is required for the use of the Guardian-HX Handheld Launcher; and

Whereas, twenty five (25) one (1) year subscriptions to the GPS Live Tracking Projectiles and Mapping Data costs \$11,400 after application of a discount of \$600; and

Whereas, StarChase has offered an opportunity to renew the subscriptions for three twelve month periods after the initial subscription year at a cost of \$\$11,400.00; and

Whereas, the terms and conditions of the agreement with StarChase are as follows:

- (1) The products will be of genuine and authentic manufacture and new and unused;
- (2) All maintenance services including updates and software upgrades will be in a professional manner by qualified personnel;
- (3) StarChase hardware will be free from manufacturing defects and will be in good operating condition in accordance with publicly available written specifications in effect at the time of delivery during StarChase's one year warranty period for the StarChase hardware; and
- (4) StarChase shall issue a separate invoice for each order containing the following information: (a) description and quantity of products ordered; (b) the quantity of products shipped; (c) delivery destination and day/date confirming product delivery; (d) purchase order number; (e) purchase price for each product; (f) total purchase price for purchase order; (g) applicable taxes, freight charges and applicable discounts;
- (5) All invoiced amounts shall be subject to a two percent (2%) early payment discount for payments remitted within fifteen (15) days of receipt of invoice;
- (6) Any payment which is past due and caused by reasons attributable to City will be subject to a monthly charge at the rate of one and one half percent (1.5) per month of the amount due or the maximum rate permitted by law, whichever is lower;
- (7) If there is dispute arising out of the agreement, the prevailing party shall be entitled to recover its attorney's fees and costs , including at trial and on appeal and in any action brought solely to recover attorneys' fees and costs to which it is entitled.

Whereas, in addition to the GPS Live Tracking Projectiles and Mapping Data, StarChase provides an Interactive Web based Operator Train the Trainer Module at a cost of \$420.00; and

OFFICE OF THE CITY ATTORNEY
CITY OF HOUSTON


OFFICE OF THE CITY ATTORNEY
JACKSON, MISSISSIPPI

Whereas, the best interest of the City of Jackson would be served by authorizing the purchase of Interactive Web based Operator Train the Trainer Module at a cost of \$420.00; and

Whereas, the best interest of the City of Jackson would be served by authorizing the purchase of a twelve month subscription to the GPS Live Tracking Projectiles and Mapping Data program at the discounted cost of \$11,400.00; and

Whereas, the best interest of the City of Jackson would be served by authorizing the renewal of the GPS Live Tracking Projectiles and Mapping Data for three (3) additional years at the discounted cost of \$11,400.00 following the expiration of the initial subscription year;

IT IS THEREFORE ORDERED that 25 Guardian Handheld Launchers may be purchased from StarChase at a cost of \$82,612.00.

IT IS THEREFORE ORDERED that 25 twelve-month subscriptions of the GPS Live Tracking Projectiles, Coreview, Mapping and Data service may be purchased at the discounted cost of \$11,400.00;

IT IS THEREFORE ORDERED that subsequent to the expiration of the initial twelve-month subscription of the GPS Live Tracking Projectiles, Coreview, Mapping and Data service, the subscription may be renewed for **three** additional one-year periods at the same discounted cost of \$11,400.00 annually.

IT IS THEREFORE ORDERED that payment for the renewal subscription of the GPS Live Tracking Projectiles Coreview Mapping and Data service shall be made at the time that the subscription requires renewal and **not prior** to the renewal period.

IT IS THEREFORE ORDERED that the total sum which may be paid for the initial purchase of the Handheld Launchers, GPS Live Tracking Projectiles, Coreview Mapping and Data Service, and Training Module shall not exceed the sum of \$95,808.00 which includes shipping of \$1,376.00.

IT IS THEREFORE ORDERED that the Mayor shall be authorized to execute the agreement with StarChase related to the procurement of the goods and the subscriptions.

IT IS THEREFORE ORDERED that the Mayor shall be authorized to execute agreements related to the subscription services when each renewal period occurs without further order of the Jackson City Council. No advance agreement to renew the subscription services is authorized.

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

February 28, 2023

DATE

POINTS		COMMENTS																																													
1.	Brief Description/Purpose	Order Authorizing The Mayor to enter into a Contract with Star Chase, to provide real-time tracking technology to stop vehicle pursuits. This technology will enhance the Jackson Police Department for years to come.																																													
2.	Public Policy Initiative 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	Crime Prevention and Officers Protection																																													
3.	Who will be affected	City of Jackson																																													
4.	Benefits	To improve the safety and well-being of the citizens of Jackson as well as officers.																																													
5.	Schedule (beginning date)	04/01/2023																																													
6.	Location: ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ ▪ Project limits if applicable	ALL WARDS CITY WIDE																																													
7.	Action implemented by: ▪ City Department <input type="checkbox"/> ▪ Consultant <input type="checkbox"/>	Jackson Police Department																																													
8.	COST	Budget Funds: Jackson Police Departments Budget funds for this purchase • \$130,000.00 (with a four year warranty & maintenance agreement)																																													
9.	Source of Funding ▪ General Fund <input type="checkbox"/> ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input type="checkbox"/>	Budgeted funds for FY 2022-2023																																													
10.	EBO participation	<table border="0"> <tr> <td>ABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>_____</td> <td>no</td> <td>_____</td> <td>N/A</td> <td>_____</td> </tr> <tr> <td>AABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>_____</td> <td>no</td> <td>_____</td> <td>N/A</td> <td>_____</td> </tr> <tr> <td>WBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>_____</td> <td>no</td> <td>_____</td> <td>N/A</td> <td>_____</td> </tr> <tr> <td>HBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>_____</td> <td>no</td> <td>_____</td> <td>N/A</td> <td>_____</td> </tr> <tr> <td>NABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>_____</td> <td>no</td> <td>_____</td> <td>N/A</td> <td>_____</td> </tr> </table>	ABE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____	AABE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____	WBE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____	HBE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____	NABE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____
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Jackson Police Department



327 E. Pascagoula Street
Jackson, MS 39201

MEMORANDUM

To: Chokwe A. Lumumba, Mayor

From: James Davis, Chief of Police *JD 3-1-23*

Date: February 28, 2023

Subject: Order Authorizing the Mayor to enter into a Contract with Star Chase, LLC to Provide the Jackson Police Department with Real-Time Tracking Technology to Stop Vehicle Pursuits in the City of Jackson.

It is my recommendation that the City of Jackson enter into a contract with Star Chase, LLC. to provide the only law enforcement tool that allows an officer to tag and track a suspect vehicle from a distance in virtually any situation. Star Chase also, provides field visibility to dispatchers, assists officers in coordinating apprehension and/or perform suspect surveillance, and provides a secure 'tamper proof' historical data tracking record for later analysis and court admissibility. The purpose of purchasing the equipment is to enhance the technology of the Jackson Police department.

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

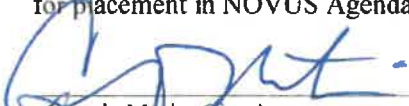
Office of the City Attorney

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


OFFICE OF THE CITY ATTORNEY

OFFICE OF THE CITY ATTORNEY

This Order Authorizing The Sole Source Procurement of Twenty Five Guardian Handheld Launching Systems and also a Twenty Five Twelve Month Subscriptions to GPS Live Tracking Projectiles, Coreview Mapping Data and User Access For A Period of Four Years and a Training Module and Authorizing the Mayor to Execute a Contract With Star Chase LLC is legally sufficient for placement in NOVUS Agenda



Catoria Martin, City Attorney



Carrie Johnson, Senior Deputy City Attorney

4/5/23
Date

4/5/2023
Date



To Whom It May Concern:

StarChase is the exclusive and sole manufacturer of the StarChase Vehicle Mounted and Handheld tagging and tracking technology. StarChase's technology is a patented product. Unique characteristics make it a stand-alone product in: Electronic/Surveillance (ex: AVL, Automatic Vehicle Location), Law Enforcement Vehicle/Traffic Accessories, and Pursuit Management / Emergency Products Categories.

Our patented products are solely available through StarChase.

- StarChase is the only law enforcement tool (vehicle mounted/installed and hand-held device) that allows an officer to tag and track a suspect vehicle from a distance in virtually any situation.
- StarChase's real-time tracking technology, provides field visibility to dispatchers and assists officers in coordinating apprehension and/or perform suspect surveillance.
- StarChase provides a secure 'tamper proof' historical data tracking record for later analysis and court admissibility.
- StarChase can be integrated with existing mission critical agency applications (i.e., dispatch CAD environment).
- StarChase's CoreView mapping data can be downloaded to agency servers for indefinite historical record keeping.

Respectfully Submitted,

Trevor Fischbach

Trevor A. Fischbach, President
StarChase, LLC.

Jackson Police Department



327 E. Pascagoula Street
Jackson, MS 39201

MEMORANDUM

To: Carrie Johnson, City Attorney
From: Juan S. Gray, JPD Grant Unit *JSG*
Date: February 28, 2023
Subject: Internet Search for Company's using Handheld Tracking Technology

I have done a complete search of the internet to find a company using the same technology as Star Chase, LLC. That provides the only law enforcement tool that allows an officer to tag and track a suspect vehicle from a distance in virtually any situation. It is my recommendation the Jackson Police Department be able to purchase this technology to enhance the department.

STARCHASE

OFFICE OF THE CITY ATTORNEY

Quote# 1021
Valid Until: Feb 28, 2023

Date: Mar 23, 2023 09:09 AM

Sales Representative: Dan Hoffman
Phone: 931-266-0718
Email: dhoffman@starchase.com

Bill/Ship To:

Juan Grey
 MS- Jackson Police Department
 327 E Pascagoula Street
 Jackson, Mississippi 39205

Product Code	Product Name	Qty.	MSRP Unit Price	Extended Price	Total
22B-SC-HH-TTL	GUARDIAN - HX Handheld Launcher System. 12 Month Manufacturer Warranty. Includes: Pelican 1720 Rifle Case w/custom insert, (2) Battery Mags & Charger, Green Dot Laser Light, Single-point sling, (4) Training Rounds, & (2) Live GPS Rounds.	25	\$ 3,800.00	\$ 3,800.00	\$ 95,000.00
22-SC-HH-TSP	GUARDIAN - HX Total Solution Package: 12 Months Unlimited Subscription GPS Live Tracking Projectiles, CoreView Mapping, Data and User Access.	25	\$ 480.00	\$ 480.00	\$ 12,000.00
22-SC-TRAIN-HH	GUARDIAN - HX Interactive Web-based Operator Train the Trainer Module	1	\$ 420.00	\$ 420.00	\$ 420.00
SHP	Shipping	1		\$ 1,376.00	\$ 1,376.00

Customer Name: _____

Grand Total: **\$ 95,808.00**

Signature: _____

PO Number: _____

DATE: _____

Special Notes

Unit package rate of \$3304.25 / TSP discount 5%

Terms & Conditions

Terms & Conditions
 Standard Terms and Conditions
 Article 1

PRICING AND ORDERING

1.1 Pricing. 1.1.1 Products. Customer pricing is set forth in ABOVE QUOTE.
 1.1.2 Services. Prices for additional engineering/installation services other than those needed to install or operate Pursuit Management Equipment and/or other equipment and accessories supplied pursuant to this Agreement are established under this Agreement on an hourly basis at the then current rates. The rates
 1.1.3 Maintenance. If applicable, StarChase shall provide, for an additional fee, extended maintenance for any equipment purchased from the Agreement for the

duration of this Agreement and any renewal hereunder. Maintenance contracts or agreements shall be agreed to on a case by case basis and shall be between StarChase and the using Customer. The specific terms, conditions and pricing for such maintenance shall be agreed to by the parties, and to the greatest extent possible, shall be based upon the pricing set forth in this Agreement. All maintenance contracts must be under StarChase's direct supervision. The Customer will establish with StarChase a maintenance agreement for installation and removal, as well as preventive maintenance and repairs, for equipment.

1.2 Purchase Orders. Customer shall purchase only those Products set forth on Orders duly issued by an authorized representative of Customer's corporate Purchasing Department. Each Order shall, at a minimum, specify the following information for each Product listed thereon:

- (1) the SKU number and Product name;
- (2) the quantity ordered;
- (3) the total purchase price;
- (4) shipping instructions;
- (5) delivery destination with one or more points of contact clearly marked "to the attention of:" (the "Delivery Destination"); and
- (6) the required delivery date for the Product at the Delivery Destination (the "Delivery Date"). Purchase Orders shall be submitted to Seller in writing and may be

1.3 Acceptance. Unless Customer is notified to the contrary in writing within (15) days following the day StarChase's financial department received an Order from Customer, StarChase will be deemed to have accepted the Order for generally available Products and/or Maintenance Services. StarChase agrees that it will not unreasonably refuse acceptance of any Order issued by Customer pursuant to this Agreement. Each Order will be deemed to be incorporated as part of this Agreement upon Customer's issuance thereof. However, any pre-printed terms and conditions set forth on the Order or any other document submitted by Customer will be null and void, unless previously negotiated and mutually accepted in writing between StarChase and Customer.

Article 2

SHIPMENT AND DELIVERY

2.1 Packing. Unless otherwise agreed in writing by the Parties, all Products shall be prepared, marked (bar coded where possible), and packed for shipment in accordance with StarChase's standard packing procedures.

2.2 Shipping. Customer will be responsible for all transportation charges for the Products. StarChase will not make partial shipment of individual components of Products without prior approval from Customer. In the absence of shipping instructions, StarChase shall select a carrier.

2.3 Delivery and Risk of Loss. StarChase shall comply with any reasonable special shipping instructions provided by Buyer. Unless otherwise agreed in writing, delivery under this Agreement shall be complete upon transfer of possession to a common carrier, FOB Virginia Beach, Virginia, whereupon all risk of loss, damage or destruction of the Products or other items delivered to Customer under this Agreement shall pass to Customer.

Article 3

ACCEPTANCE BY CUSTOMER

3.1 In General. Unless the parties have previously agreed upon alternative acceptance criteria for the Products, as specified in writing and set forth in the applicable Order, Products delivered to Customer will be subject to the acceptance procedure set forth in this Article 3. The provisions of this Article 3 will also apply to all replacement Products.

3.2 If StarChase Installs. Acceptance of Products that StarChase is responsible to install shall occur upon the following:

- (1) completion of StarChase's standard installation procedures that demonstrate conformance to StarChase's applicable publicly available written specifications in effect at the time of delivery; and
- (2) successful demonstration that the Products meet StarChase's written specifications, if any, as mutually agreed upon by the parties in writing prior to the time of Order.

3.3 If Customer Installs. With respect to Products which are Customer's responsibility to install, Customer will have a period of fifteen (15) days from receipt by Customer to test such Products to assure that they

- (1) successfully operate in conformance to StarChase's applicable publicly available installation and operation specifications in effect at the time of delivery; and
- (2) successfully demonstrate that they meet Customer's written specifications, if any, as mutually agreed upon by the parties in writing prior to the time of the Order.

Unless StarChase has been notified by Customer that such Products do not conform to such specifications, such Products will be deemed to have been accepted by Customer at the end of such fifteen (15) day time period.

3.4 Adjustments and Replacements. Upon written notification of a Product's nonconformance, StarChase will, at its expense, promptly adjust, repair or replace the Product(s) as required so that they can be accepted in accordance with the provisions of this Article 5.

Article 4

BILLING AND PAYMENT

4.1 Billing. StarChase shall invoice Customer for all Products at the time of shipment. StarChase shall issue a separate invoice for each Order containing the following information ("Invoice(s)"):

- (1) the description and quantity of Products ordered;
- (2) the quantity of Products shipped;
- (3) the Delivery Destination and day/date confirming product delivery;
- (4) the Purchase Order number;
- (5) the Purchase Price for each Product;
- (6) the total Purchase Price for the Purchase Order; and
- (7) any applicable taxes, Freight Charges, and applicable discounts.

All Invoices, bills of lading, and freight bills for the Products shall be delivered to Customer at the "Bill To" address shall be shown on the face of Customer's Purchase Order.

4.2 Payment. Subject to the terms and conditions contained herein, Customer will remit payment of the Purchase Price due hereunder, less any applicable discounts or offsets, for each Conforming Product within thirty (30) days of Customer's receipt of the invoice therefore. All invoiced amounts shall be subject to a two percent (2%) early payment discount for all payments remitted by Customer within fifteen (15) days of Customer's receipt of such invoice. All fees paid are not refundable unless expressly stated otherwise.

4.3 Late Payment. Any payment which is past due and caused by reasons attributable to Customer will be subject to a monthly charge at the rate of one and one half percent (1.5%) per month of the amount due or the maximum rate permitted by law, whichever is lower.

Article 5

OBLIGATIONS OF CUSTOMER

Customer agrees that it has a duty to become familiar with the operational and technical requirements set forth by StarChase and to advise, and hereby warrants that it has advised, StarChase of any requirements, including, Internet access, data storage, installation requirements outside the normal scope, installation change orders, modifications, alterations, special construction or any other requirement necessary to provide delivery, implementation and operation of such StarChase equipment and/or services or other items to achieve optimal performance.

StarChase Hardware and Third Party Hardware are provided to Customer and/or services for the prices submitted to Customer in the Agreement. If Customer identifies any unforeseen discrepancy that impairs the performance of the Pursuit Management equipment and/or accessories any amendments/change orders to rectify the impairment must be specifically authorized by StarChase in writing.

Article 6

LIMITED WARRANTY

6.1 Limited Warranty. StarChase hereby represents and warrants that: (a) it is authorized:

(1) to sell the StarChase Hardware and Third Party Hardware; and
(2) license the StarChase Software, third party software embedded in the StarChase Software and StarChase Hardware and Third Party Software and Hardware to Customer;

(b) unless otherwise agreed to in an Order, all StarChase Hardware and Third Party Hardware will be:

(1) of genuine and authentic manufacture; and
(2) new and unused (but may contain some remanufactured components that will operate as new);

(c) all Maintenance Services, including Maintenance Updates and Software Upgrades that may be provided as a component software Maintenance Services furnished by StarChase will be performed in a professional manner by qualified personnel;

(d) StarChase Hardware will be free from manufacturing defects and will be in good operating condition in accordance with StarChase's publicly available written specifications in effect at the time of delivery during StarChase's one year warranty period for the StarChase Hardware; and

(e) StarChase Software (exclusive of Maintenance Updates and Software Upgrades, which are provided as components of applicable Maintenance Services) will perform in accordance with StarChase's publicly available written specifications in effect at the time of Delivery during StarChase's one year warranty period.

The warranty periods specified in (d) and (e) above will commence on the date of installation of the StarChase Hardware and StarChase Software as applicable.

However, if upon installation the StarChase Hardware and/or StarChase Software is not performing in accordance with StarChase's publicly available written specifications or the mutually agreed upon specific acceptance criteria, if any, the warranty periods specified in (d) and (e) above will be extended for the period of time it takes StarChase (or authorized contractor) to make the necessary adjustments, repairs or replacements. StarChase will, at its sole option, cost and expense, promptly adjust, repair or replace the Products that do not conform to the warranties specified herein or re-perform Maintenance Services as required to satisfy the warranties specified herein.

The level of warranty services to be provided by StarChase pursuant to (d) and (e) above are specified in the Support Services Addendum and/or above. If after a reasonable number of attempts, StarChase is unable to make Product adjustments, repair or replacements, or corrections to the Maintenance Services as required to satisfy the warranties specified herein, StarChase shall refund the amount paid by Customer for the non-conforming Products (including refund of installation charges, if any) in exchange for their return at StarChase's expense or, in the case of Maintenance Services, refund the amount Customer paid StarChase for the portion of the non-conforming Maintenance Service. In the event the operation of a Third Party Product provided hereunder by StarChase, impacts the StarChase Hardware and/or StarChase Software to the extent that such StarChase Hardware and/or StarChase Software fail to satisfy their respective warranties specified above, StarChase's obligations (including that of refund) and Customer's remedies specified immediately above shall apply. The foregoing is StarChase's sole and exclusive liability and obligation regarding any Products or Maintenance Services provided under this Agreement that do not conform to their respective warranties.

6.2 Extended Warranty. If applicable, Customer may purchase StarChase's Annual Post Warranty Service described in the Support Services Addendum after the initial warranty period for StarChase Products and/or upgrade the level of warranty services for StarChase Products in accordance with the service offerings specified in the Support Services Addendum.

6.3 Third Party Products. All Third Party Products are subject to the third party's warranty provisions copies of which will be provided to Customer by StarChase. Notwithstanding the warranties specified in this Article 6 for Third Party Hardware, StarChase will pass through to Customer, as between Customer and the third party, the benefit of any third party warranty provisions applicable to Third Party Products and such warranty provisions are hereby passed through by StarChase for the benefit of Customer. Third Party Software that is licensed by StarChase. At

Customer's option, Customer may engage StarChase for support of such Third Party Software licensed by StarChase to Customer in accordance with terms, conditions and charges mutually agreed upon in writing by the authorized representatives of both parties.

6.4 Replacement Parts. Any replacement StarChase Hardware or part provided by StarChase as part of its warranty service will be comparable in function and performance to the replaced original StarChase Hardware or part and is warranted for the remainder of the replaced original StarChase Hardware or part limited warranty period, or for ninety (90) days, whichever is greater. Whenever Customer is responsible to install replacement StarChase Hardware or parts, Customer will promptly return the replaced StarChase Hardware or part which will become the property of StarChase on an exchange basis. StarChase is responsible for the shipping and insurance charges associated with the replacement and replaced StarChase Hardware and parts shipped to and from Customer as part of StarChase's limited warranty service.

6.5 Restrictions on Warranty. This express warranty is extended by StarChase to the original purchaser only. The limited warranties set forth in this Article 10 do not apply to problems to the extent that they arise from

- (1) a product subject to misuse, accident, neglect or damage;
- (2) interoperation with third party products which are not recommended or approved by

EXCLUDED FACTORS

(4) use of StarChase Products in an environment or in a manner or for a purpose for which the StarChase Products were not designed; or

(5) Customer's failure to implement all previously supplied software or physical hardware Updates.

6.6 Batteries; Charging Systems. Batteries and charging systems, are excluded from this warranty but carry their own separate limited Mfg. warranty.

6.7 Operation of Warranty. In order to obtain performance of this warranty, Customer must contact its StarChase Manufacturer Representative or StarChase at the contact information above, support@starchase.com. Should any returns be initiated, a Return Merchandise Authorization (RMA) number must be clearly marked on the returned merchandise shipping container.

6.8 Disclaimer. STARCHASE DOES NOT WARRANT THAT THE OPERATION OF THE PRODUCTS WILL BE UNINTERRUPTED OR ERROR FREE, EXCEPT AS EXPRESSLY STATED IN THIS SECTION 6.8, STARCHASE MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, ABOUT THE STARCHASE PRODUCTS, MAINTENANCE SERVICES OR OTHER STARCHASE SERVICES. EXCEPT AS EXPRESSLY STATED IN THIS SECTION 6.8, STARCHASE DOES NOT MAKE, AND DISCLAIMS ALL WARRANTIES, EXPRESS AND IMPLIED, WITH RESPECT TO THIRD PARTY PRODUCTS. STARCHASE MAKES NO OTHER WARRANTIES WITH RESPECT TO STARCHASE PRODUCTS, MAINTENANCE SERVICES OTHER STARCHASE SERVICES OR THIRD PARTY PRODUCTS INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, AND ANY WARRANTY ARISING BY COURSE OF DEALING, PERFORMANCE, OR USAGE OF TRADE.

Article 7

INDEMNIFICATION

7.1 Intellectual Property Claims. With respect to StarChase Products, StarChase hereby agrees to indemnify, defend (with counsel satisfactory to Customer) and hold Customer harmless from and against any third party claim, suit, action or proceeding that the StarChase Products infringe any patent, copyright, trade secrets or other proprietary right, and pay all amounts agreed upon in settlement, costs, expenses (including attorney's fees) and the resulting judgments and damages finally awarded against Customer by a court of competent jurisdiction. In connection with StarChase's indemnification obligation pursuant to this paragraph, Customer shall provide StarChase with

- (1) prompt notification in writing of such claim,
- (2) sole control over the defense and settlement thereof, and
- (3) reasonable cooperation, at StarChase's expense, in response to a StarChase request for assistance.

Customer shall be entitled to participate in the defense of any such claim at its own expense including its attorney's fees for which StarChase will not be responsible.

7.2 Remedies. In the event that Customer is enjoined, or is otherwise prohibited, from using StarChase Products, as a result of or in connection with any such claim, suit, action or proceeding, or should StarChase Products become or in StarChase's opinion likely to become, the subject of such a claim, suit, action or proceeding, StarChase shall, at its option and expense,

- (1) modify StarChase Products so that they become noninfringing and non-violative, without diminishing the usefulness of StarChase Products to Customer;
- (2) replace StarChase Products with products that are noninfringing and nonviolative, and that are at least as useful to Customer as StarChase Products;
- (3) procure for Customer the right to make continued use thereof; or
- (4) if neither (1), (2) or (3) can be accomplished on commercially reasonable terms, request the return of the StarChase Products at StarChase's expense and upon receipt, promptly refund to Customer as appropriate, the license fee for StarChase Software less a reasonable amount for past usage, or a pro rata amount of the purchase price for the returned StarChase's Products, taking into account the useful life and depreciated value of the StarChase Hardware as determined by Customer in accordance with its normal accounting practices (e.g., three (3), four (4) or five (5) years as applicable).

7.3 Limitations. StarChase shall have no liability to the extent the alleged infringement is based on:

- (1) the use of StarChase Products in combination with third party products not furnished by StarChase or not recommended or approved in writing by an authorized representative of StarChase;
- (2) StarChase Products used for a purpose or in a manner for which the StarChase

Product was not designed;

(3) use of any older version of the StarChase Software when use of a newer StarChase revision made available and known to Customer would have avoided the infringement;

(4) any modification to the StarChase Product not made by StarChase or made without StarChase's written approval;

(5) any unique custom StarChase software made by StarChase pursuant to Customer's specific instruction; or

(6) any intellectual property right owned or licensed by Customer.

THE PROVISIONS OF THIS ARTICLE 7 STATE CUSTOMER'S SOLE AND EXCLUSIVE REMEDY AND STARCHASE'S ENTIRE LIABILITY FOR INFRINGEMENT CLAIMS WITH RESPECT TO STARCHASE PRODUCTS.

7.4 Mutual. Each party hereby agrees to indemnify and hold the other ("Indemnified Party") harmless from and against any and all damages, losses, judgments, settlement amounts, costs and expenses (including attorney's fees) that the Indemnified Party may suffer or incur that arise out of, are in connection with, or result from bodily injury (including death), personal injury or damage to tangible property to the extent that such damage or injury are caused by, arise out of, are connected with or result from its acts, negligence or willful misconduct or that of its employees, agents or subcontractors. In connection with each party's

(1) prompt notification following the claim;

(2) sole control over the defense and settlement thereof; and

(3) reasonable cooperation, at the other party's expense, in response to the other party's request for assistance.

7.5 Third Parties. StarChase hereby passes through to Customer the benefits of any indemnification from the third party (e.g., patent; copyright, trade secret or other proprietary rights infringement indemnification) with respect to third party software embedded in the StarChase Software and StarChase Hardware and Third Party Products to the extent such indemnification may be passed through to Customer.

Article 8

FORCE MAJEURE

8.1 General. StarChase shall not be liable for delays or lack of performance if the failure to perform this Agreement arises out of causes beyond the control and without the fault or negligence of StarChase. The Customer shall not be liable for any breach of Agreement if the breach arises out of causes beyond the control and without the fault or negligence of the Customer. Such causes may include, but are not restricted to, acts of God or the public enemy, acts of the state and federal governments in either their sovereign or contractual capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case the failure to perform must be beyond the control and without the fault or negligence of StarChase or the Customer.

8.2 Subcontractors. If the failure to perform is caused by the default of a subcontractor, and such default arises out of causes beyond the control of both StarChase and subcontractor, and without the fault or negligence of either of them, StarChase shall not be liable for any excess costs for failure to perform, unless the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit StarChase to meet the required delivery schedule.

Article 9

DISPUTE RESOLUTION

Mindful of the cost in time, energy and money of resolving a dispute by litigation, the parties agree that the sole and exclusive procedure for the resolution of a dispute shall be as follows:

9.1 Informal Negotiation. The parties shall attempt in good faith to resolve promptly any dispute not resolved in the regular course of business by informal negotiations between senior representatives of the parties having direct responsibility within their respective organizations for the administration of this Agreement.

9.2 Formal Negotiation. In the event that such informal negotiations do not result in resolution of the dispute, either party may initiate further negotiations by delivery to the other of a written notice. Within ten (10) days following the receipt of any such notice, the recipient party shall deliver to the initiating party a written response of the notice. Each such notice and response shall include the party's description of the dispute (including any suggestions for the resolution of the dispute), and designation of a senior representative who will represent the party in further negotiations, who shall have authority to resolve the dispute on behalf of such party. The designated representatives shall meet on at least one occasion (and may meet as often as they deem necessary), at a mutually acceptable time and place, and attempt in good faith to resolve the dispute.

9.3 Arbitration. In the event that, within thirty (30) days following the initial written notice described in Section 9.2, the formal negotiation has not produced a resolution of the dispute, either party may submit the dispute to be resolved by arbitration by one arbitrator ("Arbitrator") in accordance with the rules of the American Arbitration Association, applicable law and the provisions of this Agreement. StarChase shall have the sole discretion to appoint the Arbitrator; provided, however, that the Arbitrator

(1) shall not be a current or former employee of the parties;

(2) shall have sufficient expertise in the subject matter of the dispute; and

(3) shall not receive any payments from the parties except in accordance with the provisions of this Article 9.

The Arbitrator shall not in any event award punitive or exemplary damages, but may award equitable relief and arbitration costs. The Arbitrator's decisions shall be final and conclusively binding on the parties, and judgment upon such award may be entered in any court of competent jurisdiction. Any arbitration of a dispute shall be held in Jackson, Mississippi.

9.4 Specific Enforceability. The parties may prevent violations or enforce the provisions of this Agreement through any and all rights and remedies existing in their favor, whether at law or in equity, including specific performance and injunctive relief. The parties agree that the subject matter of this Agreement is unique and that money damages may not be an adequate remedy for any violation of the provisions of this Agreement and that, notwithstanding this Article 14, any party may apply

to any court of law or equity, which is of competent jurisdiction as set forth in Section 6.5 of the Master Agreement, for equitable relief and shall be entitled to specific performance or other equitable relief to enforce or prevent any violations of this Agreement.

9.5 Injunctive Relief. Customer acknowledges that, in the event of a breach or threatened breach by Customer of any of the provisions of this Agreement, StarChase will not have an adequate remedy in money or damages. StarChase shall therefore be entitled to obtain injunctive relief against any such breach or threatened breach by Customer in any court of competent jurisdiction. StarChase's rights hereunder shall not in any way be construed to limit or restrict its right to seek or obtain other damages or relief under this Agreement or under applicable law.

9.6 Cumulative Remedies. No right or remedy in this Agreement is intended to be exclusive but each shall be cumulative and in addition to any other remedy referred to herein or otherwise available to a party at law or in equity; and the exercise by a party of any one or more of such remedies shall not preclude the simultaneous or later exercise by a party of any or all such other remedies.

9.7 Attorney's Fees. The reasonably prevailing party shall be entitled to recover its reasonable attorney's fees and costs incurred in any dispute arising out of this Agreement, including at trial and on appeal, and including reasonable attorneys' fees and costs incurred in any action brought solely to recover attorneys' fees and

10.1 Annual subscription fees for the 2024, 2025, and 2026 are not required to be paid in advance. Payment for each annual subscription must be made within 30 days of each preceding year's TSP expiration date. Annual TSP subscription rate (for 25 units purchased under this agreement in March, 2023) is a fixed rate of \$11,400.00.

10.2 The Terms & Conditions herein represent the only contractual agreement between the parties. No other "Master Agreement" exists or is in-force.



Signature

Terms & Conditions

Standard Terms and Conditions

Article 1

PRICING AND ORDERING

1.1 Pricing 1.1.1 Products Customer pricing is set forth in ABOVE QUOTE

1.1.2 Services. Prices for additional engineering/installation services other than these needed to install or operate Pursuit Management Equipment and/or other equipment and accessories supplied pursuant to this Agreement are established under this Agreement on an hourly basis at the then current rates. The rates

1.1.3 Maintenance. If applicable, StarChase shall provide, for an additional fee, extended maintenance for any equipment purchased from the Agreement for the duration of this Agreement and any renewal hereunder. Maintenance contracts or agreements shall be agreed to on a case by case basis and shall be between StarChase and the using Customer. The specific terms, conditions and pricing for such maintenance shall be agreed to by the parties, and to the greatest extent possible, shall be based upon the pricing set forth in this Agreement. All maintenance contracts must be under StarChase's direct supervision. The Customer will establish with StarChase a maintenance agreement for installation and removal, as well as preventive maintenance and repairs, for equipment.

1.2 Purchase Orders. Customer shall purchase only those Products set forth on Orders duly issued by an authorized representative of Customer's corporate Purchasing Department. Each Order shall, at a minimum, specify the following information for each Product listed thereon:

- (1) the SKU number and Product name;
- (2) the quantity ordered;
- (3) the total purchase price;
- (4) shipping instructions;
- (5) delivery destination with one or more points of contact clearly marked "to the attention of:" (the "Delivery Destination"); and
- (6) the required delivery date for the Product at the Delivery Destination (the "Delivery Date"). Purchase Orders shall be submitted to Seller in writing and may be sent electronically, by facsimile, or by mail. Scanned electronic delivery is the preferred method.

1.3 Acceptance. Unless Customer is notified to the contrary in writing within fifteen (15) days following the day StarChase's financial department received an Order from Customer, StarChase will be deemed to have accepted the Order for generally available Products and/or Maintenance Services. StarChase agrees that it will not unreasonably refuse acceptance of any Order issued by Customer pursuant to this Agreement. Each Order will be deemed to be incorporated as part of this Agreement upon Customer's issuance thereof. However, any pre-printed terms and conditions set forth on the Order or any other document submitted by



Customer will be null and void, unless previously negotiated and mutually accepted writing between StarChase and Customer.

Article 2

SHIPMENT AND DELIVERY

2.1 Packing. Unless otherwise agreed in writing by the Parties, all Products shall prepared, marked (bar coded where possible), and packed for shipment in accordance with StarChase's standard packing procedures.

2.2 Shipping. Customer will be responsible for all transportation charges for the Products. StarChase will not make partial shipments of individual components of Products without prior approval from Customer. In the absence of shipping instructions, StarChase shall select a carrier.

2.3 Delivery and Risk of Loss. StarChase shall comply with any reasonable special shipping instructions provided by Buyer. Unless otherwise agreed in writing, delivery under this Agreement shall be complete upon transfer of possession to a common carrier, FOB Virginia Beach, Virginia, whereupon all risk of loss, damage or destruction of the Products or other items delivered to Customer under this Agreement shall pass to Customer.

Article 3

ACCEPTANCE BY CUSTOMER

3.1 In General. Unless the parties have previously agreed upon alternative acceptance criteria for the Products, as specified in writing and set forth in the applicable Order, Products delivered to Customer will be subject to the acceptance procedures set forth in this Article 3. The provisions of this Article 3 will also apply to all replacement Products.

3.2 If StarChase Installs. Acceptance of Products that StarChase is responsible to install shall occur upon the following:

- (1) completion of StarChase's standard installation procedures that demonstrate conformance to StarChase's applicable publicly available written specifications in effect at the time of delivery; and
- (2) successful demonstration that the Products meet StarChase's written specifications, if any, as mutually agreed upon by the parties in writing prior to the time of Order.

3.3 If Customer Installs. With respect to Products which are Customer's responsibility to install, Customer will have a period of fifteen (15) days from receipt by Customer to test such Products to assure that they

- (1) successfully operate in conformance to StarChase's applicable publicly available installation and operation specifications in effect at the time of delivery; and
- (2) successfully demonstrate that they meet Customer's written specifications, if any, as mutually agreed upon by the parties in writing prior to the time of the Order.

Unless StarChase has been notified by Customer that such Products do not conform to such specifications, such Products will be deemed to have been accepted by Customer at the end of such fifteen (15) day time period.

3.4 Adjustments and Replacements. Upon written notification of a Product's nonconformance, StarChase will, at its expense, promptly adjust, repair or replace the Product(s) as required so that they can be accepted in accordance with the provisions of this Article 5.

Article 4

BILLING AND PAYMENT

4.1 Billing. StarChase shall invoice Customer for all Products at the time of shipment. StarChase shall issue a separate invoice for each Order containing the following information ("Invoice(s)");

- (1) the description and quantity of Products ordered;
- (2) the quantity of Products shipped;
- (3) the Delivery Destination and day/date confirming product delivery;
- (4) the Purchase Order number;
- (5) the Purchase Price for each Product;
- (6) the total Purchase Price for the Purchase Order; and
- (7) any applicable taxes, Freight Charges, and applicable discounts.

All Invoices, bills of lading, and freight bills for the Products shall be delivered to Customer at the "Bill To" address shall be shown on the face of Customer's Purchase Order.

4.2 Payment. Subject to the terms and conditions contained herein, Customer will make payment of the Purchase Price due hereunder, less any applicable discounts or offsets, for each Conforming Product within thirty (30) days of Customer's receipt of the Invoice therefore. All invoiced amounts shall be subject to a two percent (2%) early payment discount for all payments remitted by Customer within fifteen (15) days of Customer's receipt of such invoice. All fees paid are not refundable unless expressly stated otherwise.

4.3 Late Payment. Any payment which is past due and caused by reasons attributable to Customer will be subject to a monthly charge at the rate of one and one half percent (1.5%) per month of the amount due or the maximum rate permitted by law, whichever is lower.

Article 5

OBLIGATIONS OF CUSTOMER

Customer agrees that it has a duty to become familiar with the operational and technical requirements set forth by StarChase and to advise, and hereby warrants that it has advised, StarChase of any requirements, including, Internet access, data storage, installation requirements outside the normal scope, installation change orders, modifications, alterations, special construction or any other requirements necessary to provide delivery, implementation and operation of such StarChase equipment and/or services, or other items to achieve optimal performance. Customer further agrees that, for all such equipment and/or services provided by StarChase, it has made StarChase aware of any modifications or alterations needed, and StarChase agrees to provide all such equipment and/or services for the prices submitted to Customer in the Agreement. If Customer identifies any unforeseen discrepancy that impairs the performance of the Pursuit Management equipment and/or accessories any amendments/change orders to remedy the impairment must be specifically authorized by StarChase in writing.

Article 6

LIMITED WARRANTY

6.1 Limited Warranty. StarChase hereby represents and warrants that: (a) it is authorized:

(1) to sell the StarChase Hardware and Third Party Hardware; and
(2) license the StarChase Software, third party software embedded in the StarChase Software and StarChase Hardware and Third Party Software and Hardware to Customer;

(b) unless otherwise agreed to in an Order, all StarChase Hardware and Third Party Hardware will be:

(1) of genuine and authentic manufacture; and
(2) new and unused (but may contain some remanufactured components that will appear as new);

(c) all Maintenance Services, including Maintenance Updates and Software Upgrades that may be provided as a component software Maintenance Services furnished by StarChase will be performed in a professional manner by qualified personnel;

(d) StarChase Hardware will be free from manufacturing defects and will be in good operating condition in accordance with StarChase's publicly available written specifications in effect at the time of delivery during StarChase's one year warranty period for the StarChase Hardware; and

(e) StarChase Software (exclusive of Maintenance Updates and Software Upgrades which are provided as components of applicable Maintenance Services) will perform in accordance with StarChase's publicly available written specifications in effect at the time of Delivery during StarChase's one year warranty period.

The warranty periods specified in (d) and (e) above will commence on the date of installation of the StarChase Hardware and StarChase Software as applicable. However, if upon installation the StarChase Hardware and/or StarChase Software is not performing in accordance with StarChase's publicly available written specifications or the mutually agreed upon specific acceptance criteria, if any, the warranty periods specified in (d) and (e) above will be extended for the period of time it takes StarChase (or authorized contractor) to make the necessary adjustments, repairs or replacements. StarChase will, at its sole option, cost and expense, promptly adjust, repair or replace the Products that do not conform to the warranties specified herein or re-perform Maintenance Services as required to satisfy the warranties specified herein.

The level of warranty services to be provided by StarChase pursuant to (d) and (e) above are specified in the Support Services Addendum and/or above. If after a reasonable number of attempts, StarChase is unable to make Product adjustments, repair or replacements, or corrections to the Maintenance Services as required to satisfy the warranties specified herein, StarChase shall refund the amount paid by Customer for the non-conforming Products (including refund of installation charges, if any) in exchange for their return at StarChase's expense or, in the case of Maintenance Services, refund the amount Customer paid StarChase for the portion of the non-conforming Maintenance Service. In the event the operation of a Third Party Product provided hereunder by StarChase, impacts the StarChase Hardware and/or StarChase Software to the extent that such StarChase Hardware and/or StarChase Software fail to satisfy their respective warranties specified above, StarChase's obligations (including that of refund) and Customer's remedies specified immediately above shall apply. The foregoing is StarChase's sole and



exclusive liability and obligation regarding any Products or Maintenance Services provided under this Agreement that do not conform to their respective warranties. 6.2 Extended Warranty. If applicable, Customer may purchase StarChase's A. Warranty Service described in the Support Services Addendum after the initial warranty period for StarChase Products and/or upgrade the level of warranty services for StarChase Products in accordance with the service offerings specified in the Support Services Addendum.

6.3 Third Party Products. All Third Party Products are subject to the third party warranty provisions, copies of which will be provided to Customer by StarChase. Notwithstanding the warranties specified in this Article 6 for Third Party Hardware, StarChase will pass through to Customer, as between Customer and the third party, the benefit of any third party warranty provisions applicable to Third Party Products and such warranty provisions are hereby passed through by StarChase for the benefit of Customer. Third Party Software that is licensed by StarChase. At Customer's option, Customer may engage StarChase for support of such Third Party Software licensed by StarChase to Customer in accordance with terms, conditions and charges mutually agreed upon in writing by the authorized representatives of both parties.

6.4 Replacement Parts. Any replacement StarChase Hardware or part provided to StarChase as part of its warranty service will be comparable in function and performance to the replaced original StarChase Hardware or part and is warranted for the remainder of the replaced original StarChase Hardware or part limited warranty period, or for ninety (90) days, whichever is greater. Whenever Customer is responsible to install replacement StarChase Hardware or parts, Customer will promptly return the replaced StarChase Hardware or part which will become the property of StarChase on an exchange basis. StarChase is responsible for the shipping and insurance charges associated with the replacement and replaced StarChase Hardware and parts shipped to and from Customer as part of StarChase's limited warranty service.

6.5 Restrictions on Warranty. This express warranty is extended by StarChase to the original purchaser only. The limited warranties set forth in this Article 10 do not apply to problems to the extent that they arise from

- (1) a product subject to misuse, accident, neglect or damage;
- (2) interoperation with third party products which are not recommended or approved by StarChase;
- (3) improper installation or modification by other than StarChase, its agents or subcontractors;
- (4) use of StarChase Products in an environment or in a manner or for a purpose which the StarChase Products were not designed; or
- (5) Customer's failure to implement all previously supplied software or physical hardware Updates.

6.6 Batteries; Charging Systems. Batteries and charging systems, are excluded from this warranty but carry their own separate limited Mfg. warranty.

6.7 Operation of Warranty. In order to obtain performance of this warranty, Customer must contact its StarChase Manufacturer Representative or StarChase at the

contact information above, support@starchase.com Should any returns be initiated, a Return Merchandise Authorization (RMA) number must be clearly marked on the returned merchandise shipping container.

6.8 Disclaimer STARCHASE DOES NOT WARRANT THAT THE OPERATION OF THE PRODUCTS WILL BE UNINTERRUPTED OR ERROR FREE. EXCEPT AS EXPRESSLY STATED IN THIS SECTION 6.8, STARCHASE MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, ABOUT THE STARCHASE PRODUCTS MAINTENANCE SERVICES OR OTHER STARCHASE SERVICES.

EXCEPT AS EXPRESSLY STATED IN THIS SECTION 6.8, STARCHASE DOES NOT MAKE, AND DISCLAIMS ALL WARRANTIES, EXPRESS AND IMPLIED, WITH RESPECT TO THIRD PARTY PRODUCTS. STARCHASE MAKES NO OTHER WARRANTIES WITH RESPECT TO STARCHASE PRODUCTS, MAINTENANCE SERVICES OTHER STARCHASE SERVICES OR THIRD PARTY PRODUCTS INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT, AND ANY WARRANTY ARISING BY COURSE OF DEALING, PERFORMANCE, OR USAGE OF TRADE.

Article 7

INDEMNIFICATION

7.1 Intellectual Property Claims. With respect to StarChase Products, StarChase hereby agrees to indemnify, defend (with counsel satisfactory to Customer) and hold Customer harmless from and against any third party claim, suit, action or proceeding that the StarChase Products infringe any patent, copyright, trade secrets or other proprietary right, and pay all amounts agreed upon in settlement, costs, expenses (including attorney's fees) and the resulting judgments and damages finally awarded against Customer by a court of competent jurisdiction. In connection with StarChase's indemnification obligation pursuant to this paragraph, Customer shall provide StarChase with

- (1) prompt notification in writing of such claim,
- (2) sole control over the defense and settlement thereof, and
- (3) reasonable cooperation, at StarChase's expense, in response to a StarChase request for assistance.

Customer shall be entitled to participate in the defense of any such claim at its own expense including its attorney's fees for which StarChase will not be responsible.

7.2 Remedies. In the event that Customer is enjoined, or is otherwise prohibited, from using StarChase Products, as a result of or in connection with any such claim, suit, action or proceeding, or should StarChase Products become or in StarChase's opinion likely to become, the subject of such a claim, suit, action or proceeding, StarChase shall, at its option and expense,

- (1) modify StarChase Products so that they become noninfringing and non-violative, without diminishing the usefulness of StarChase Products to Customer;
- (2) replace StarChase Products with products that are noninfringing and nonviolative and that are at least as useful to Customer as StarChase Products;
- (3) procure for Customer the right to make continued use thereof; or

(4) if neither (1), (2) or (3) can be accomplished on commercially reasonable terms, request the return of the StarChase Products at StarChase's expense and upon receipt, promptly refund to Customer as appropriate, the license fee for StarChase Software less a reasonable amount for past usage, or a pro rata amount of the purchase price for the returned StarChase's Products, taking into account the useful life and depreciated value of the StarChase Hardware as determined by Customer in accordance with its normal accounting practices (e.g., three (3), four (4) or five (5) years as applicable).

7.3 Limitations. StarChase shall have no liability, to the extent the alleged infringement is based on:

- (1) the use of StarChase Products in combination with third party products not furnished by StarChase or not recommended or approved in writing by an authorized representative of StarChase;
- (2) StarChase Products used for a purpose or in a manner for which the StarChase Product was not designed;
- (3) use of any older version of the StarChase Software when use of a newer StarChase revision made available and known to Customer would have avoided the infringement;
- (4) any modification to the StarChase Product not made by StarChase or made without StarChase's written approval;
- (5) any unique custom StarChase software made by StarChase pursuant to Customer's specific instruction; or
- (6) any intellectual property right owned or licensed by Customer.

THE PROVISIONS OF THIS ARTICLE 7 STATE CUSTOMER'S SOLE AND EXCLUSIVE REMEDY AND STARCHASE'S ENTIRE LIABILITY FOR INFRINGEMENT CLAIMS WITH RESPECT TO STARCHASE PRODUCTS.

7.4 Mutual. Each party hereby agrees to indemnify and hold the other ("Indemnified Party") harmless from and against any and all damages, losses, judgments, settlement amounts, costs and expenses (including attorney's fees) that the Indemnified Party may suffer or incur that arise out of, are in connection with, or result from bodily injury (including death), personal injury or damage to tangible property to the extent that such damage or injury are caused by, arise out of, are connected with or result from its acts, negligence or willful misconduct or that of its employees, agents, or subcontractors. In connection with each party's indemnification obligations pursuant to this paragraph, the Indemnified Party shall provide the other party with

- (1) prompt notification in writing of the claim;
- (2) sole control over the defense and settlement thereof; and
- (3) reasonable cooperation, at the other party expense, in response to the other party's request for assistance.

7.5 Third Parties. StarChase hereby passes through to Customer the benefits of any indemnification from the third party (e.g., patent; copyright, trade secret or other proprietary rights infringement indemnification) with respect to third party software embedded in the StarChase Software and StarChase Hardware and Third Party Products to the extent such indemnification may be passed through to Customer.

Article 8

FORCE MAJEURE

8.1 General. StarChase shall not be liable for delays or lack of performance if the failure to perform this Agreement arises out of causes beyond the control and without the fault or negligence of StarChase. The Customer shall not be liable for any breach of Agreement if the breach arises out of causes beyond the control and without the fault or negligence of the Customer. Such causes may include, but are not restricted to, acts of God or the public enemy, acts of the state and federal governments in either their sovereign or contractual capacities, fires, floods, epidemics, weather; but in every case the failure to perform must be beyond the control and without the fault or negligence of StarChase or the Customer.

8.2 Subcontractors. If the failure to perform is caused by the default of a subcontractor, and such default arises out of causes beyond the control of both StarChase and subcontractor, and without the fault or negligence of either of them, StarChase shall not be liable for any excess costs for failure to perform, unless the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit StarChase to meet the required delivery schedule.

Article 9

DISPUTE RESOLUTION

Mindful of the cost in time, energy and money of resolving a dispute by litigation, the parties agree that the sole and exclusive procedure for the resolution of a dispute shall be as follows:

9.1 Informal Negotiation. The parties shall attempt in good faith to resolve promptly any dispute not resolved in the regular course of business by informal negotiations between senior representatives of the parties having direct responsibility within their respective organizations for the administration of this Agreement.

9.2 Formal Negotiation. In the event that such informal negotiations do not result in resolution of the dispute, either party may initiate further negotiations by delivery to the other of a written notice. Within ten (10) days following the receipt of any such notice, the recipient party shall deliver to the initiating party a written response of the notice. Each such notice and response shall include the party's description of the dispute (including any suggestions for the resolution of the dispute), and designation of a senior representative who will represent the party in further negotiations, who shall have authority to resolve the dispute on behalf of such party. The designated representatives shall meet on at least one occasion (and may meet as often as they deem necessary), at a mutually acceptable time and place, and attempt in good faith to resolve the dispute.

9.3 Arbitration. In the event that, within thirty (30) days following the initial written notice described in Section 9.2, the formal negotiation has not produced a resolution of the dispute, either party may submit the dispute to be resolved by arbitration by one arbitrator ("Arbitrator") in accordance with the rules of the American Arbitration Association, applicable law and the provisions of this Agreement. StarChase shall have the sole discretion to appoint the Arbitrator; provided, however, that the Arbitrator

(1) shall not be a current or former employee of the parties;

(2) shall have sufficient expertise in the subject matter of the dispute; and

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J. J. Moore

(3) shall not receive any payments from the parties except in accordance with the provisions of this Article 9.

The Arbitrator shall not in any event award punitive or exemplary damages. The Arbitrator shall award equitable relief and arbitration costs. The Arbitrator's decisions shall be final and conclusively binding on the parties, and judgment upon such award shall be entered in any court of competent jurisdiction. Any arbitration of a dispute shall take place in Jackson, Mississippi.

9.4 Specific Enforceability. The parties may prevent violations or enforce the Agreement by any and all legal means, including specific performance and injunctive relief, whether at law or in equity, including specific performance and injunctive relief. The parties agree that the subject matter of this Agreement is unique and that money damages may not be an adequate remedy for any violation of the provisions of this Agreement and that, notwithstanding this Article 14, any party may apply to any court of law or equity, which is of competent jurisdiction as set forth in Section 6.5 of the Master Agreement, for equitable relief and shall be entitled to specific performance or other equitable relief to enforce or prevent any violations of this Agreement.

9.5 Injunctive Relief. Customer acknowledges that, in the event of a breach or threatened breach by Customer of any of the provisions of this Agreement, StarChase will not have an adequate remedy in money or damages. StarChase therefore be entitled to obtain injunctive relief against any such breach or threatened breach by Customer in any court of competent jurisdiction. StarChase's rights hereunder shall not in any way be construed to limit or restrict its right to seek or obtain other damages or relief under this Agreement or under applicable law.

9.6 Cumulative Remedies. No right or remedy in this Agreement is intended to be exclusive, but each shall be cumulative and in addition to any other remedy referred to herein or otherwise available to a party at law or in equity; and the exercise by a party of any one or more of such remedies shall not preclude the simultaneous or later exercise by a party of any or all such other remedies.

9.7 Attorney's Fees. The reasonably prevailing party shall be entitled to recover its reasonable attorney's fees and costs incurred in any dispute arising out of this Agreement, including at trial and on appeal, and including reasonable attorneys' fees and costs incurred in any action brought solely to recover attorneys' fees and costs to which it is entitled pursuant to this paragraph.

ARTICLE 10

10.1 Annual subscription also referred to herein as "Total Solutions Package" or (TSP), in years 2024, 2025, and 2026 are not required to be paid in advance. Payment for each annual subscription must be made within 30 days of each preceding year's expiration date. Annual TSP subscription rate (for 25 units purchased under this agreement in March, 2023) is a fixed rate of: \$11,400.00.

10.2 The Terms & Conditions herein represent the only contractual agreement between the parties. No other "Master Agreement" exists or is in-force.

STARCHASE

Quote# 1079
Valid Until: Dec 31, 2024

Date: Mar 23, 2023 09:12 AM

Sales Representative: Dan Hoffman
Phone:931-266-0718
Email: dhoffman@starchase.com

Bill/Ship To:

Juan Grey
MS- Jackson Police Department

1000
a k o

Product Code	Product Name	Quantity	Unit Price	Discount Rate	Total
22B-SC-HH-TSP	GUARDIAN - HX Total Solution Package: 12 Months Unlimited Subscription GPS Live Tracking Projectiles, CoreView Mapping, Data and User Access.	25	\$ 480.00	\$ 600.00	\$ 11,400.00

Customer Name: _____

Signature: _____

PO Number: _____

DATE: _____

Grand Total: \$ 11,400.00

Special Notes

Year 2 Subscription /Program Cost

Terms & Conditions

Terms & Conditions
Standard Terms and Conditions
Article 1

PRICING AND ORDERING

1.1 Pricing. 1.1.1 Products. Customer pricing is set forth in ABOVE QUOTE.

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(5) delivery destination with one or more points of contact clearly marked "to the attention of:" (the "Delivery Destination"); and
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1.3 Acceptance. Unless Customer is notified to the contrary in writing within fifteen (15) days following the day StarChase's financial department received an Order from Customer, StarChase will be deemed to have accepted the Order for generally available Products and/or Maintenance Services. StarChase agrees that it will not unreasonably refuse acceptance of any Order issued by Customer pursuant to this Agreement. Each Order will be deemed to be incorporated as part of this Agreement upon Customer's issuance thereof. However, any pre-printed terms and conditions set forth on the Order or any other document submitted by Customer will be null and void, unless previously negotiated and mutually accepted in writing between StarChase and Customer.

Article 2

SHIPMENT AND DELIVERY

accordance with StarChase's standard packing procedures.

2.2 Shipping. Customer will be responsible for all transportation charges for the Products. StarChase will not make partial shipment of individual components of Products without prior approval from Customer. In the absence of shipping instructions, StarChase shall select a carrier.

2.3 Delivery and Risk of Loss. StarChase shall comply with any reasonable special shipping instructions provided by Buyer. Unless otherwise agreed in writing, delivery under this Agreement shall be complete upon transfer of possession to a common carrier, FOB Virginia Beach, Virginia, whereupon all risk of loss, damage or destruction of the Products or other items delivered to Customer under this Agreement shall pass to Customer.

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ACCEPTANCE BY CUSTOMER

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(1) completion of StarChase's standard installation procedures that demonstrate conformance to StarChase's applicable publicly available written specifications in effect at the time of delivery; and
(2) successful demonstration that the Products meet StarChase's written specifications, if any, as mutually agreed upon by the parties in writing prior to the time of Order.

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(1) successfully operate in conformance to StarChase's applicable publicly available installation and operation specifications in effect at the time of delivery; and
(2) successfully demonstrate that they meet Customer's written specifications, if any, as mutually agreed upon by the parties in writing prior to the time of the Order.

Unless StarChase has been notified by Customer that such Products do not conform to such specifications, such Products will be deemed to have been accepted by Customer at the end of such fifteen (15) day time period.

3.4 Adjustments and Replacements. Upon written notification of a Product's nonconformance, StarChase will, at its expense, promptly adjust, repair or replace the Product(s) as required so that they can be accepted in accordance with the provisions of this Article 5.

Article 4

BILLING AND PAYMENT

4.1 Billing. StarChase shall invoice Customer for all Products at the time of shipment. StarChase shall issue a separate invoice for each Order containing the following information ("Invoice(s)");

(1) the description and quantity of Products ordered;
(2) the quantity of Products shipped;
(3) the Delivery Destination and day/date confirming product delivery;
(4) the Purchase Order number,
(5) the Purchase Price for each Product;
(6) the total Purchase Price for the Purchase Order; and
(7) any applicable taxes, Freight Charges, and applicable discounts.

All Invoices, bills of lading, and freight bills for the Products shall be delivered to Customer at the "Bill To" address shall be shown on the face of Customer's Purchase Order.

4.2 Payment. Subject to the terms and conditions contained herein, Customer will remit payment of the Purchase Price due hereunder, less any applicable discounts or offsets, for each Conforming Product within thirty (30) days of Customer's receipt of the Invoice therefore. All invoiced amounts shall be subject to a two percent (2%) early payment discount for all payments remitted by Customer within fifteen (15) days of Customer's receipt of such invoice. All fees paid are not refundable unless expressly stated otherwise.

4.3 Late Payment. Any payment which is past due and caused by reasons attributable to Customer will be subject to a monthly charge at the rate of one and one half percent (1.5%) per month of the amount due or the maximum rate permitted by law, whichever is lower.

Article 5

OBLIGATIONS OF CUSTOMER

Customer agrees that it has a duty to become familiar with the operational and technical

requirements set forth by StarChase and to advise, and hereby warrants that it has advised, StarChase of any requirements, including, Internet access, data storage, installation requirements outside the normal scope, installation change orders, modifications, alterations, special construction or any other requirement necessary to provide delivery, implementation and operation of such StarChase equipment and/or services, or other items to achieve optimal performance. Customer further agrees that, for all such equipment and/or services provided by StarChase, it has made StarChase aware of any modifications or alterations needed, and StarChase agrees to provide all such equipment and/or services for the prices submitted to Customer in the Agreement. If Customer identifies any unforeseen discrepancy that impairs the performance of the Pursuit Management equipment and/or accessories any amendments/change orders to rectify the impairment must be specifically authorized by StarChase in writing

Article 6

LIMITED WARRANTY

6.1 Limited Warranty. StarChase hereby represents and warrants that: (a) it is authorized:

- (1) to sell the StarChase Hardware and Third Party Hardware; and
- (2) license the StarChase Software, third party software embedded in the StarChase Software and StarChase Hardware and Third Party Software and Hardware

Hardware will be

- (1) of genuine and authentic manufacture, and
- (2) new and unused (but may contain some remanufactured components that will operate as new);
- (c) all Maintenance Services, including Maintenance Updates and Software Upgrades that may be provided as a component software Maintenance Services furnished by StarChase will be performed in a professional manner by qualified personnel;
- (d) StarChase Hardware will be free from manufacturing defects and will be in good operating condition in accordance with StarChase's publicly available written specifications in effect at the time of delivery during StarChase's one year warranty period for the StarChase Hardware; and
- (e) StarChase Software (exclusive of Maintenance Updates and Software Upgrades, which are provided as components of applicable Maintenance Services) will perform in accordance with StarChase's publicly available written specifications in effect at the time of Delivery during StarChase's one year warranty period.

The warranty periods specified in (d) and (e) above will commence on the date of installation of the StarChase Hardware and StarChase Software as applicable. However, if upon installation the StarChase Hardware and/or StarChase Software is not performing in accordance with StarChase's publicly available written specifications or the mutually agreed upon specific acceptance criteria, if any, the warranty periods specified in (d) and (e) above will be extended for the period of time it takes StarChase (or authorized contractor) to make the necessary adjustments, repairs or replacements. StarChase will, at its sole option, cost and expense, promptly adjust, repair or replace the Products that do not conform to the warranties specified herein or re-perform Maintenance Services as required to satisfy the warranties specified herein.

The level of warranty services to be provided by StarChase pursuant to (d) and (e) above are specified in the Support Services Addendum and/or above. If after a reasonable number of attempts, StarChase is unable to make Product adjustments, repair or replacements, or corrections to the Maintenance Services as required to satisfy the warranties specified herein, StarChase shall refund the amount paid by Customer for the non-conforming Products (including refund of installation charges, if any) in exchange for their return at StarChase's expense or, in the case of Maintenance Services, refund the amount Customer paid StarChase for the portion of the non-conforming Maintenance Service. In the event the operation of a Third Party Product provided hereunder by StarChase, impacts the StarChase Hardware and/or StarChase Software to the extent that such StarChase Hardware and/or StarChase Software fail to satisfy their respective warranties specified above, StarChase's obligations (including that of refund) and Customer's remedies specified immediately above shall apply. The foregoing is StarChase's sole and exclusive liability and obligation regarding any Products or Maintenance Services provided under this Agreement that do not conform to their respective warranties.

6.2 Extended Warranty. If applicable, Customer may purchase StarChase's Annual Post Warranty Service described in the Support Services Addendum after the initial warranty period for StarChase Products and/or upgrade the level of warranty services for StarChase Products in accordance with the service offerings specified in the Support Services Addendum.

6.3 Third Party Products. All Third Party Products are subject to the third party's warranty provisions copies of which will be provided to Customer by StarChase. Notwithstanding the warranties specified in this Article 6 for Third Party Hardware, StarChase will pass through to Customer, as between Customer and the third party, the benefit of any third party warranty provisions applicable to Third Party Products and such warranty provisions are hereby passed through by StarChase for the benefit of Customer. Third Party Software that is licensed by StarChase. At Customer's option, Customer may engage StarChase for support of such Third Party Software licensed by StarChase to Customer in accordance with terms, conditions and charges mutually agreed upon in writing by the authorized representatives of both parties.

6.4 Replacement Parts. Any replacement StarChase Hardware or part provided by StarChase as part of its warranty service will be comparable in function and performance to the replaced original StarChase Hardware or part and is warranted for the remainder of the replaced original StarChase Hardware or part limited warranty period, or for ninety (90) days, whichever is greater. Whenever Customer is responsible to install replacement StarChase Hardware or parts, Customer will promptly return the replaced StarChase Hardware or part which will become the property of StarChase on an exchange basis. StarChase is responsible for the shipping and insurance charges associated with the replacement and replaced StarChase Hardware and parts shipped to and from Customer as part of

StarChase's limited warranty service.

6.5 Restrictions on Warranty. This express warranty is extended by StarChase to the original purchaser only. The limited warranties set forth in this Article 10 do not apply to problems to the extent that they arise from

- (1) a product subject to misuse, accident, neglect or damage;
- (2) interoperation with third party products which are not recommended or approved by StarChase;
- (3) improper installation or modification by other than StarChase, its agents or subcontractors;
- (4) use of StarChase Products in an environment or in a manner or for a purpose for which the StarChase Products were not designed; or
- (5) Customer's failure to implement all previously supplied software or physical hardware updates.

6.6 Batteries; Charging Systems. Batteries and charging systems are excluded from this warranty but carry their own separate limited Mfg. warranty.

6.7 Operation of Warranty. In order to obtain performance of this warranty, Customer must contact its StarChase Manufacturer Representative or StarChase at the contact information above, support@starchase.com. Should any returns be initiated, a Return Merchandise Authorization (RMA) number must be clearly marked on the returned merchandise shipping container.

EXPLICITLY STATED IN THIS SECTION 6.8, STARCHASE MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, ABOUT THE STARCHASE PRODUCTS, MAINTENANCE SERVICES OR OTHER STARCHASE SERVICES. EXCEPT AS EXPRESSLY STATED IN THIS SECTION 6.8, STARCHASE DOES NOT MAKE, AND DISCLAIMS ALL WARRANTIES, EXPRESS AND IMPLIED, WITH RESPECT TO THIRD PARTY PRODUCTS. STARCHASE MAKES NO OTHER WARRANTIES WITH RESPECT TO STARCHASE PRODUCTS, MAINTENANCE SERVICES OTHER STARCHASE SERVICES OR THIRD PARTY PRODUCTS INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, AND ANY WARRANTY ARISING BY COURSE OF DEALING, PERFORMANCE, OR USAGE OF TRADE.

Article 7

INDEMNIFICATION

7.1 Intellectual Property Claims. With respect to StarChase Products, StarChase hereby agrees to indemnify, defend (with counsel satisfactory to Customer) and hold Customer harmless from and against any third party claim, suit, action or proceeding that the StarChase Products infringe any patent, copyright, trade secrets or other proprietary right, and pay all amounts agreed upon in settlement, costs, expenses (including attorney's fees) and the resulting judgments and damages finally awarded against Customer by a court of competent jurisdiction. In connection with StarChase's indemnification obligation pursuant to this paragraph, Customer shall provide StarChase with

- (1) prompt notification in writing of such claim,
- (2) sole control over the defense and settlement thereof, and
- (3) reasonable cooperation, at StarChase's expense, in response to a StarChase request for assistance.

Customer shall be entitled to participate in the defense of any such claim at its own expense including its attorney's fees for which StarChase will not be responsible.

7.2 Remedies. In the event that Customer is enjoined, or is otherwise prohibited, from using StarChase Products, as a result of or in connection with any such claim, suit, action or proceeding, or should StarChase Products become or in StarChase's opinion likely to become, the subject of such a claim, suit, action or proceeding, StarChase shall, at its option and expense,

- (1) modify StarChase Products so that they become noninfringing and non-violative, without diminishing the usefulness of StarChase Products to Customer;
- (2) replace StarChase Products with products that are noninfringing and nonviolative, and that are at least as useful to Customer as StarChase Products;
- (3) procure for Customer the right to make continued use thereof; or
- (4) if neither (1), (2) or (3) can be accomplished on commercially reasonable terms, request the return of the StarChase Products at StarChase's expense and upon receipt, promptly refund to Customer as appropriate, the license fee for StarChase Software less a reasonable amount for past usage, or a pro rata amount of the purchase price for the returned StarChase's Products, taking into account the useful life and depreciated value of the StarChase Hardware as determined by Customer in accordance with its normal accounting practices (e.g., three (3), four (4) or five (5) years as applicable).

7.3 Limitations. StarChase shall have no liability to the extent the alleged infringement is based on:

- (1) the use of StarChase Products in combination with third party products not furnished by StarChase or not recommended or approved in writing by an authorized representative of StarChase;
- (2) StarChase Products used for a purpose or in a manner for which the StarChase Product was not designed;
- (3) use of any older version of the StarChase Software when use of a newer StarChase revision made available and known to Customer would have avoided the infringement;
- (4) any modification to the StarChase Product not made by StarChase or made without StarChase's written approval;
- (5) any unique custom StarChase software made by StarChase pursuant to Customer's specific instruction; or
- (6) any intellectual property right owned or licensed by Customer.

THE PROVISIONS OF THIS ARTICLE 7 STATE CUSTOMER'S SOLE AND EXCLUSIVE REMEDY AND STARCHASE'S ENTIRE LIABILITY FOR INFRINGEMENT CLAIMS WITH RESPECT TO STARCHASE PRODUCTS.

7.4 Mutual. Each party hereby agrees to indemnify and hold the other ("Indemnified Party") harmless from and against any and all damages, losses, judgments,

settlement amounts, costs and expenses (including attorney's fees) that the Indemnified Party may suffer or incur that arise out of, are in connection with, or result from bodily injury (including death), personal injury or damage to tangible property to the extent that such damage or injury are caused by, arise out of, are connected with or result from its acts, negligence or willful misconduct or that of its employees, agents, or subcontractors. In connection with each party's indemnification obligations pursuant to this paragraph, the Indemnified Party shall provide the other party with

- (1) prompt notification in writing of the claim;
- (2) sole control over the defense and settlement thereof; and
- (3) reasonable cooperation at the other party's expense, in response to the other party's request for assistance.

7.8 Third Parties. StarChase hereby passes through to Customer the benefits of any indemnification from the third party (e.g. patent, copyright, trade secret or other proprietary rights infringement indemnification) with respect to third party software embedded in the StarChase Software and StarChase Hardware and Third Party Products to the extent such indemnification may be passed through to Customer.

Article 8

FORCE MAJEURE

8.1 General. StarChase shall not be liable for delays or lack of performance if the failure

of performance is caused by causes

without the fault or negligence of the Customer. Such causes may include, but are not restricted to, acts of God or the public enemy, acts of the state and federal governments in either their sovereign or contractual capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case the failure to perform must be beyond the control and without the fault or negligence of StarChase or the Customer.

8.2 Subcontractors. If the failure to perform is caused by the default of a subcontractor, and such default arises out of causes beyond the control of both StarChase and subcontractor, and without the fault or negligence of either of them, StarChase shall not be liable for any excess costs for failure to perform, unless the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit StarChase to meet the required delivery schedule.

Article 9

DISPUTE RESOLUTION

Mindful of the cost in time, energy and money of resolving a dispute by litigation, the parties agree that the sole and exclusive procedure for the resolution of a dispute shall be as follows:

9.1 Informal Negotiation. The parties shall attempt in good faith to resolve promptly any dispute not resolved in the regular course of business by informal negotiations between senior representatives of the parties having direct responsibility within their respective organizations for the administration of this Agreement.

9.2 Formal Negotiation. In the event that such informal negotiations do not result in resolution of the dispute, either party may initiate further negotiations by delivery to the other of a written notice. Within ten (10) days following the receipt of any such notice, the recipient party shall deliver to the initiating party a written response of the notice. Each such notice and response shall include the party's description of the dispute (including any suggestions for the resolution of the dispute), and designation of a senior representative who will represent the party in further negotiations, who shall have authority to resolve the dispute on behalf of such party. The designated representatives shall meet on at least one occasion (and may meet as often as they deem necessary), at a mutually acceptable time and place, and attempt in good faith to resolve the dispute.

9.3 Arbitration. In the event that, within thirty (30) days following the initial written notice described in Section 9.2, the formal negotiation has not produced a resolution of the dispute, either party may submit the dispute to be resolved by arbitration by one arbitrator ("Arbitrator") in accordance with the rules of the American Arbitration Association, applicable law and the provisions of this Agreement. StarChase shall have the sole discretion to appoint the Arbitrator; provided, however,

- (1) shall not be a current or former employee of the parties;
- (2) shall have sufficient expertise in the subject matter of the dispute; and
- (3) shall not receive any payments from the parties except in accordance with the provisions of this Article 9.

The Arbitrator shall not in any event award punitive or exemplary damages, but may award equitable relief and arbitration costs. The Arbitrator's decisions shall be final and conclusively binding on the parties, and judgment upon such award may be entered in any court of competent jurisdiction. Any arbitration of a dispute shall be held in Jackson, Mississippi.

9.4 Specific Enforceability. The parties may prevent violations or enforce the provisions of this Agreement through any and all rights and remedies existing in their favor, whether at law or in equity, including specific performance and injunctive relief. The parties agree that the subject matter of this Agreement is unique and that money damages may not be an adequate remedy for any violation of the provisions of this Agreement and that, notwithstanding this Article 14, any party may apply to any court of law or equity, which is of competent jurisdiction as set forth in Section 6.5 of the Master Agreement, for equitable relief and shall be entitled to specific performance or other equitable relief to enforce or prevent any violations of this Agreement.

9.5 Injunctive Relief. Customer acknowledges that, in the event of a breach or threatened breach by Customer of any of the provisions of this Agreement, StarChase will not have an adequate remedy in money or damages. StarChase shall therefore be entitled to obtain injunctive relief against any such breach or threatened breach by Customer in any court of competent jurisdiction. StarChase's rights hereunder shall not in any way be construed to limit or restrict its right to seek or obtain other damages or relief under this Agreement or under applicable law.

9.6 Cumulative Remedies. No right or remedy in this Agreement is intended to be exclusive, but each shall be cumulative and in addition to any other remedy referred to herein or otherwise available to a party at law or in equity; and the exercise

by a party of any one or more of such remedies shall not preclude the simultaneous or later exercise by a party of any or all such other remedies.

9.7 Attorney's Fees. The reasonably prevailing party shall be entitled to recover its reasonable attorney's fees and costs incurred in any dispute arising out of this Agreement, including at trial and on appeal, and including reasonable attorneys' fees and costs incurred in any action brought solely to recover attorneys' fees and costs to which it is entitled pursuant to this paragraph.

ARTICLE 10

10.1 Annual subscription also referred to herein as "Total Solutions Package" or (TSP), in years 2024, 2025, and 2026 are not required to be paid in advance. Payment for each annual subscription must be made within 30 days of each preceding year's TSP expiration date. Annual TSP subscription rate (for 25 units purchased under this agreement in March, 2023) is a fixed rate of \$11,400.00.

10.2 The Terms & Conditions herein represent the only contractual agreement between the parties. No other "Master Agreement" exists or is in-force.



Quote# 1080
Valid Until: Dec 31, 2025

Date: Mar 23, 2023 09:13 AM

Sales Representative: Dan Hoffman
Phone:931-266-0718
Email: dhoffman@starchase.com

Bill/Ship To:
Juan Grey
MS- Jackson Police Department
1000 Main St
Jackson, MS 39201
ack: 3/23/23

Product Code	Product Name	Quantity	Unit Price	Discount Rate	Total
22B-SC-HH-TSP	GUARDIAN - HX Total Solution Package: 12 Months Unlimited Subscription GPS Live Tracking Projectiles, CoreView Mapping, Data and User Access.	25	\$ 480.00	\$ 600.00	\$ 11,400.00

Customer Name: _____

Grand Total: \$ 11,400.00

Signature: _____

PO Number: _____

DATE: _____

Special Notes
Year 3 Subscription /Program Cost

Terms & Conditions

Terms & Conditions
Standard Terms and Conditions
Article 1

PRICING AND ORDERING

1.1 Pricing. 1.1.1 Products. Customer pricing is set forth in ABOVE QUOTE.
1.1.2 Services. Prices for additional engineering/installation services other than these needed to install or operate Pursuit Management Equipment and/or other equipment and accessories supplied pursuant to this Agreement are established under this Agreement on an hourly basis at the then current rates. The rates
1.1.3 Maintenance. If applicable, StarChase shall provide, for an additional fee, extended maintenance for any equipment purchased from the Agreement for the duration of this Agreement and any renewal hereunder. Maintenance contracts or agreements shall be agreed to on a case by case basis and shall be between StarChase and the using Customer. The specific terms, conditions and pricing for such maintenance shall be agreed to by the parties, and to the greatest extent possible, shall be based upon the pricing set forth in this Agreement. All maintenance contracts must be under StarChase's direct supervision. The Customer will establish with StarChase a maintenance agreement for installation and removal, as well as preventive maintenance and repairs, for equipment.
1.2 Purchase Orders. Customer shall purchase only those Products set forth on Orders duly issued by an authorized representative of Customer's corporate Purchasing Department. Each Order shall, at a minimum, specify the following information for each Product listed thereon:
(1) the SKU number and Product name;
(2) the quantity ordered;

(3) the total purchase price;
(4) shipping instructions;
(5) delivery destination with one or more points of contact clearly marked "to the attention of:" (the "Delivery Destination"); and
(6) the required delivery date for the Product at the Delivery Destination (the "Delivery Date"). Purchase Orders shall be submitted to Seller in writing and may be sent electronically, by facsimile, or by mail. Scanned electronic delivery is the preferred method.

1.3 Acceptance. Unless Customer is notified to the contrary in writing within fifteen (15) days following the day StarChase's financial department received an Order from Customer, StarChase will be deemed to have accepted the Order for generally available Products and/or Maintenance Services. StarChase agrees that it will not unreasonably refuse acceptance of any Order issued by Customer pursuant to this Agreement. Each Order will be deemed to be incorporated as part of this Agreement upon Customer's issuance thereof. However, any pre-printed terms and conditions set forth on the Order or any other document submitted by Customer will be null and void, unless previously negotiated and mutually accepted in writing between StarChase and Customer.

Article 2

SHIPMENT AND DELIVERY

1.1 CONFORMANCE WITH STARCHASE'S STANDARD PACKING PROCEDURES

2.2 Shipping. Customer will be responsible for all transportation charges for the Products. StarChase will not make partial shipment of individual components of Products without prior approval from Customer. In the absence of shipping instructions, StarChase shall select a carrier.

2.3 Delivery and Risk of Loss. StarChase shall comply with any reasonable special shipping instructions provided by Buyer. Unless otherwise agreed in writing, delivery under this Agreement shall be complete upon transfer of possession to a common carrier, FOB Virginia Beach, Virginia, whereupon all risk of loss, damage or destruction of the Products or other items delivered to Customer under this Agreement shall pass to Customer.

Article 3

ACCEPTANCE BY CUSTOMER

3.1 In General. Unless the parties have previously agreed upon alternative acceptance criteria for the Products, as specified in writing and set forth in the applicable Order, Products delivered to Customer will be subject to the acceptance procedure set forth in this Article 3. The provisions of this Article 3 will also apply to all replacement Products.

3.2 If StarChase Installs. Acceptance of Products that StarChase is responsible to install shall occur upon the following:

(1) completion of StarChase's standard installation procedures that demonstrate conformance to StarChase's applicable publicly available written specifications in effect at the time of delivery; and
(2) successful demonstration that the Products meet StarChase's written specifications, if any, as mutually agreed upon by the parties in writing prior to the time of Order.

3.3 If Customer Installs. With respect to Products which are Customer's responsibility to install, Customer will have a period of fifteen (15) days from receipt by Customer to test such Products to assure that they

(1) successfully operate in conformance to StarChase's applicable publicly available installation and operation specifications in effect at the time of delivery; and
(2) successfully demonstrate that they meet Customer's written specifications, if any, as mutually agreed upon by the parties in writing prior to the time of the Order. Unless StarChase has been notified by Customer that such Products do not conform to such specifications, such Products will be deemed to have been accepted by Customer at the end of such fifteen (15) day time period.

3.4 Adjustments and Replacements. Upon written notification of a Product's nonconformance, StarChase will, at its expense, promptly adjust, repair or replace the Product(s) as required so that they can be accepted in accordance with the provisions of this Article 5.

Article 4

BILLING AND PAYMENT

4.1 Billing. StarChase shall invoice Customer for all Products at the time of shipment. StarChase shall issue a separate invoice for each Order containing the following information ("Invoice(s)"):

(1) the description and quantity of Products ordered;
(2) the quantity of Products shipped;
(3) the Delivery Destination and day/date confirming product delivery;
(4) the Purchase Order number,
(5) the Purchase Price for each Product;
(6) the total Purchase Price for the Purchase Order; and
(7) any applicable taxes, Freight Charges, and applicable discounts.

All Invoices, bills of lading, and freight bills for the Products shall be delivered to Customer at the "Bill To" address shall be shown on the face of Customer's Purchase Order.

4.2 Payment. Subject to the terms and conditions contained herein, Customer will remit payment of the Purchase Price due hereunder, less any applicable discounts or offsets, for each Conforming Product within thirty (30) days of Customer's receipt of the Invoice therefore. All invoiced amounts shall be subject to a two percent (2%) early payment discount for all payments remitted by Customer within fifteen (15) days of Customer's receipt of such invoice. All fees paid are not refundable unless expressly stated otherwise.

4.3 Late Payment. Any payment which is past due and caused by reasons attributable to Customer will be subject to a monthly charge at the rate of one and one half percent (1.5%) per month of the amount due or the maximum rate permitted by law, whichever is lower.

Article 5

OBLIGATIONS OF CUSTOMER

Customer agrees that it has a duty to become familiar with the operational and technical

requirements set forth by StarChase and to advise, and hereby warrants that it has advised, StarChase of any requirements, including, Internet access, data storage, installation requirements outside the normal scope, installation change orders, modifications, alterations, special construction or any other requirement necessary to provide delivery, implementation and operation of such StarChase equipment and/or services, or other items to achieve optimal performance. Customer further agrees that, for all such equipment and/or services provided by StarChase, it has made StarChase aware of any modifications or alterations needed, and StarChase agrees to provide all such equipment and/or services for the prices submitted to Customer in the Agreement. If Customer identifies any unforeseen discrepancy that impairs the performance of the Pursuit Management equipment and/or accessories any amendments/change orders to rectify the impairment must be specifically authorized by StarChase in writing

Article 6

LIMITED WARRANTY

6.1 Limited Warranty. StarChase hereby represents and warrants that: (a) It is authorized:

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- (2) license the StarChase Software, third party software embedded in the StarChase Software and StarChase Hardware and Third Party Software and Hardware

Hardware and the

- (1) of genuine and authentic manufacture and
- (2) new and unused (but may contain some remanufactured components that will operate as new);
- (c) all Maintenance Services, including Maintenance Updates and Software Upgrades that may be provided as a component software Maintenance Services furnished by StarChase will be performed in a professional manner by qualified personnel;
- (d) StarChase Hardware will be free from manufacturing defects and will be in good operating condition in accordance with StarChase's publicly available written specifications in effect at the time of delivery during StarChase's one year warranty period for the StarChase Hardware; and
- (e) StarChase Software (exclusive of Maintenance Updates and Software Upgrades, which are provided as components of applicable Maintenance Services) will perform in accordance with StarChase's publicly available written specifications in effect at the time of Delivery during StarChase's one year warranty period.

The warranty periods specified in (d) and (e) above will commence on the date of installation of the StarChase Hardware and StarChase Software as applicable. However, if upon installation the StarChase Hardware and/or StarChase Software is not performing in accordance with StarChase's publicly available written specifications or the mutually agreed upon specific acceptance criteria, if any, the warranty periods specified in (d) and (e) above will be extended for the period of time it takes StarChase (or authorized contractor) to make the necessary adjustments, repairs or replacements. StarChase will, at its sole option, cost and expense, promptly adjust, repair or replace the Products that do not conform to the warranties specified herein or re-perform Maintenance Services as required to satisfy the warranties specified herein.

The level of warranty services to be provided by StarChase pursuant to (d) and (e) above are specified in the Support Services Addendum and/or above. If after a reasonable number of attempts, StarChase is unable to make Product adjustments, repair or replacements, or corrections to the Maintenance Services as required to satisfy the warranties specified herein, StarChase shall refund the amount paid by Customer for the non-conforming Products (including refund of installation charges, if any) in exchange for their return at StarChase's expense or, in the case of Maintenance Services, refund the amount Customer paid StarChase for the portion of the non-conforming Maintenance Service. In the event the operation of a Third Party Product provided hereunder by StarChase, impacts the StarChase Hardware and/or StarChase Software to the extent that such StarChase Hardware and/or StarChase Software fail to satisfy their respective warranties specified above, StarChase's obligations (including that of refund) and Customer's remedies specified immediately above shall apply. The foregoing is StarChase's sole and exclusive liability and obligation regarding any Products or Maintenance Services provided under this Agreement that do not conform to their respective warranties.

6.2 Extended Warranty. If applicable, Customer may purchase StarChase's Annual Post Warranty Service described in the Support Services Addendum after the initial warranty period for StarChase Products and/or upgrade the level of warranty services for StarChase Products in accordance with the service offerings specified in the Support Services Addendum.

6.3 Third Party Products. All Third Party Products are subject to the third party's warranty provisions copies of which will be provided to Customer by StarChase. Notwithstanding the warranties specified in this Article 6 for Third Party Hardware, StarChase will pass through to Customer, as between Customer and the third party, the benefit of any third party warranty provisions applicable to Third Party Products and such warranty provisions are hereby passed through by StarChase for the benefit of Customer. Third Party Software that is licensed by StarChase. At Customer's option, Customer may engage StarChase for support of such Third Party Software licensed by StarChase to Customer in accordance with terms, conditions and charges mutually agreed upon in writing by the authorized representatives of both parties.

6.4 Replacement Parts. Any replacement StarChase Hardware or part provided by StarChase as part of its warranty service will be comparable in function and performance to the replaced original StarChase Hardware or part and is warranted for the remainder of the replaced original StarChase Hardware or part limited warranty period, or for ninety (90) days, whichever is greater. Whenever Customer is responsible to install replacement StarChase Hardware or parts, Customer will promptly return the replaced StarChase Hardware or part which will become the property of StarChase on an exchange basis. StarChase is responsible for the shipping and insurance charges associated with the replacement and replaced StarChase Hardware and parts shipped to and from Customer as part of

StarChase's limited warranty service.

6.5 Restrictions on Warranty. This express warranty is extended by StarChase to the original purchaser only. The limited warranties set forth in this Article 10 do not apply to problems to the extent that they arise from

- (1) a product subject to misuse, accident, neglect or damage;
- (2) interoperation with third party products which are not recommended or approved by StarChase;
- (3) improper installation or modification by other than StarChase, its agents or subcontractors;
- (4) use of StarChase Products in an environment or in a manner or for a purpose for which the StarChase Products were not designed; or
- (5) Customer's failure to implement all previously supplied software or physical hardware Updates.

6.6 Batteries; Charging Systems. Batteries and charging systems, are excluded from this warranty but carry their own separate limited Mfg. warranty.

6.7 Operation of Warranty. In order to obtain performance of this warranty, Customer must contact its StarChase Manufacturer Representative or StarChase at the contact information above, support@starchase.com Should any returns be initiated, a Return Merchandise Authorization (RMA) number must be clearly marked on the returned merchandise shipping container

AS EXPRESSLY STATED IN THIS SECTION 6.8, STARCHASE MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, ABOUT THE STARCHASE PRODUCTS, MAINTENANCE SERVICES OR OTHER STARCHASE SERVICES. EXCEPT AS EXPRESSLY STATED IN THIS SECTION 6.8, STARCHASE DOES NOT MAKE, AND DISCLAIMS ALL WARRANTIES, EXPRESS AND IMPLIED, WITH RESPECT TO THIRD PARTY PRODUCTS. STARCHASE MAKES NO OTHER WARRANTIES WITH RESPECT TO STARCHASE PRODUCTS, MAINTENANCE SERVICES OTHER STARCHASE SERVICES OR THIRD PARTY PRODUCTS INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT, AND ANY WARRANTY ARISING BY COURSE OF DEALING, PERFORMANCE, OR USAGE OF TRADE.

Article 7

INDEMNIFICATION

7.1 Intellectual Property Claims. With respect to StarChase Products, StarChase hereby agrees to indemnify, defend (with counsel satisfactory to Customer) and hold Customer harmless from and against any third party claim, suit, action or proceeding that the StarChase Products infringe any patent, copyright, trade secrets or other proprietary right, and pay all amounts agreed upon in settlement, costs, expenses (including attorney's fees) and the resulting judgments and damages finally awarded against Customer by a court of competent jurisdiction. In connection with StarChase's indemnification obligation pursuant to this paragraph, Customer shall provide StarChase with

- (1) prompt notification in writing of such claim,
- (2) sole control over the defense and settlement thereof, and
- (3) reasonable cooperation, at StarChase's expense, in response to a StarChase request for assistance.

Customer shall be entitled to participate in the defense of any such claim at its own expense including its attorney's fees for which StarChase will not be responsible.

7.2 Remedies. In the event that Customer is enjoined, or is otherwise prohibited, from using StarChase Products, as a result of or in connection with any such claim, suit, action or proceeding, or should StarChase Products become or in StarChase's opinion likely to become, the subject of such a claim, suit, action or proceeding, StarChase shall, at its option and expense,

- (1) modify StarChase Products so that they become noninfringing and non-violative, without diminishing the usefulness of StarChase Products to Customer;
- (2) replace StarChase Products with products that are noninfringing and nonviolative, and that are at least as useful to Customer as StarChase Products;
- (3) procure for Customer the right to make continued use thereof; or
- (4) if neither (1), (2) or (3) can be accomplished on commercially reasonable terms, request the return of the StarChase Products at StarChase's expense and upon receipt, promptly refund to Customer as appropriate, the license fee for StarChase Software less a reasonable amount for past usage, or a pro rata amount of the purchase price for the returned StarChase's Products, taking into account the useful life and depreciated value of the StarChase Hardware as determined by Customer in accordance with its normal accounting practices (e.g., three (3), four (4) or five (5) years as applicable).

7.3 Limitations. StarChase shall have no liability to the extent the alleged infringement is based on:

- (1) the use of StarChase Products in combination with third party products not furnished by StarChase or not recommended or approved in writing by an authorized representative of StarChase;
- (2) StarChase Products used for a purpose or in a manner for which the StarChase Product was not designed;
- (3) use of any older version of the StarChase Software when use of a newer StarChase revision made available and known to Customer would have avoided the infringement;
- (4) any modification to the StarChase Product not made by StarChase or made without StarChase's written approval;
- (5) any unique custom StarChase software made by StarChase pursuant to Customer's specific instruction; or
- (6) any intellectual property right owned or licensed by Customer.

THE PROVISIONS OF THIS ARTICLE 7 STATE CUSTOMER'S SOLE AND EXCLUSIVE REMEDY AND STARCHASE'S ENTIRE LIABILITY FOR INFRINGEMENT CLAIMS WITH RESPECT TO STARCHASE PRODUCTS.

7.4 Mutual. Each party hereby agrees to indemnify and hold the other ("Indemnified Party") harmless from and against any and all damages, losses, judgments,

settlement amounts, costs and expenses (including attorney's fees) that the Indemnified Party may suffer or incur that arise out of, are in connection with, or result from bodily injury (including death), personal injury or damage to tangible property to the extent that such damage or injury are caused by, arise out of, are connected with or result from its acts, negligence or willful misconduct or that of its employees, agents, or subcontractors. In connection with each party's indemnification obligations pursuant to this paragraph, the Indemnified Party shall provide the other party with

- (1) prompt notification in writing of the claim;
- (2) sole control over the defense and settlement thereof; and
- (3) reasonable cooperation, at the other party expense in response to the other party's request for assistance.

7.5 Third Parties. StarChase hereby passes through to Customer the benefits of any indemnification from the third party (e.g. patent, copyright, trade secret or other proprietary rights infringement indemnification) with respect to third party software embedded in the StarChase Software and StarChase Hardware and Third Party Products to the extent such indemnification may be passed through to Customer.

Article 8

FORCE MAJEURE

8.1 General. StarChase shall not be liable for delays or lack of performance if the failure:

is each party's sole and exclusive cause, or causes beyond its control and without the fault or negligence of the Customer. Such causes may include, but are not restricted to, acts of God or the public enemy, acts of the state and federal governments in either their sovereign or contractual capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case the failure to perform must be beyond the control and without the fault or negligence of StarChase or the Customer.

8.2 Subcontractors. If the failure to perform is caused by the default of a subcontractor, and such default arises out of causes beyond the control of both StarChase and subcontractor, and without the fault or negligence of either of them, StarChase shall not be liable for any excess costs for failure to perform, unless the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit StarChase to meet the required delivery schedule.

Article 9

DISPUTE RESOLUTION

Mindful of the cost in time, energy and money of resolving a dispute by litigation, the parties agree that the sole and exclusive procedure for the resolution of a dispute shall be as follows:

9.1 Informal Negotiation. The parties shall attempt in good faith to resolve promptly any dispute not resolved in the regular course of business by informal negotiations between senior representatives of the parties having direct responsibility within their respective organizations for the administration of this Agreement.

9.2 Formal Negotiation. In the event that such informal negotiations do not result in resolution of the dispute, either party may initiate further negotiations by delivery to the other of a written notice. Within ten (10) days following the receipt of any such notice, the recipient party shall deliver to the initiating party a written response of the notice. Each such notice and response shall include the party's description of the dispute (including any suggestions for the resolution of the dispute), and designation of a senior representative who will represent the party in further negotiations, who shall have authority to resolve the dispute on behalf of such party. The designated representatives shall meet on at least one occasion (and may meet as often as they deem necessary), at a mutually acceptable time and place, and attempt in good faith to resolve the dispute.

9.3 Arbitration. In the event that, within thirty (30) days following the initial written notice described in Section 9.2, the formal negotiation has not produced a resolution of the dispute, either party may submit the dispute to be resolved by arbitration by one arbitrator ("Arbitrator") in accordance with the rules of the American Arbitration Association, applicable law and the provisions of this Agreement. StarChase shall have the sole discretion to appoint the Arbitrator; provided, however, that the Arbitrator

- (1) shall not be a current or former employee of the parties;
- (2) shall have sufficient expertise in the subject matter of the dispute; and
- (3) shall not receive any payments from the parties except in accordance with the provisions of this Article 9.

The Arbitrator shall not in any event award punitive or exemplary damages, but may award equitable relief and arbitration costs. The Arbitrator's decisions shall be final and conclusively binding on the parties, and judgment upon such award may be entered in any court of competent jurisdiction. Any arbitration of a dispute shall be held in Jackson, Mississippi.

9.4 Specific Enforceability. The parties may prevent violations or enforce the provisions of this Agreement through any and all rights and remedies existing in their favor, whether at law or in equity, including specific performance and injunctive relief. The parties agree that the subject matter of this Agreement is unique and that money damages may not be an adequate remedy for any violation of the provisions of this Agreement and that, notwithstanding this Article 14, any party may apply to any court of law or equity, which is of competent jurisdiction as set forth in Section 6.5 of the Master Agreement, for equitable relief and shall be entitled to specific performance or other equitable relief to enforce or prevent any violations of this Agreement.

9.5 Injunctive Relief. Customer acknowledges that, in the event of a breach or threatened breach by Customer of any of the provisions of this Agreement, StarChase will not have an adequate remedy in money or damages. StarChase shall therefore be entitled to obtain injunctive relief against any such breach or threatened breach by Customer in any court of competent jurisdiction. StarChase's rights hereunder shall not in any way be construed to limit or restrict its right to seek or obtain other damages or relief under this Agreement or under applicable law.

9.6 Cumulative Remedies. No right or remedy in this Agreement is intended to be exclusive, but each shall be cumulative and in addition to any other remedy referred to herein or otherwise available to a party at law or in equity; and the exercise

by a party of any one or more of such remedies shall not preclude the simultaneous or later exercise by a party of any or all such other remedies.

9.7 Attorney's Fees. The reasonably prevailing party shall be entitled to recover its reasonable attorney's fees and costs incurred in any dispute arising out of this Agreement, including at trial and on appeal, and including reasonable attorneys' fees and costs incurred in any action brought solely to recover attorneys' fees and costs to which it is entitled pursuant to this paragraph.

ARTICLE 10

10.1 Annual subscription also referred to herein as "Total Solutions Package" or (TSP), in years 2024, 2025 and 2026 are not required to be paid in advance. Payment for each annual subscription must be made within 30 days of each preceding year's TSP expiration date. Annual TSP subscription rate (for 25 units purchased under this agreement in March, 2023) is a fixed rate of \$11,400.00.

10.2 The Terms & Conditions herein represent the only contractual agreement between the parties. No other "Master Agreement" exists or is in-force.

STARCHASE

Quote# 1081
Valid Until: Dec 31, 2026

Date: Mar 23, 2023 09:14 AM

Sales Representative: Dan Hoffman
Phone:931-266-0718
Email: dhoffman@starchase.com

Bill/Ship To:

Juan Grey
MS- Jackson Police Department

Product Code	Product Name	Quantity	Unit Price	Discount Rate	Total
22B-SC-HH-TSP	GUARDIAN - HX Total Solution Package: 12 Months Unlimited Subscription GPS Live Tracking Projectiles, CoreView Mapping, Data and User Access.	25	\$ 480.00	\$ 600.00	\$ 11,400.00

Customer Name: _____

Grand Total: \$ 11,400.00

Signature: _____

PO Number: _____

DATE: _____

Special Notes

Year 4 Subscription /Program Cost

Terms & Conditions

Terms & Conditions
Standard Terms and Conditions
Article 1

PRICING AND ORDERING

1.1 Pricing. 1.1.1 Products. Customer pricing is set forth in ABOVE QUOTE.
1.1.2 Services. Prices for additional engineering/installation services other than these needed to install or operate Pursuit Management Equipment and/or other equipment and accessories supplied pursuant to this Agreement are established under this Agreement on an hourly basis at the then current rates. The rates
1.1.3 Maintenance. If applicable, StarChase shall provide, for an additional fee, extended maintenance for any equipment purchased from the Agreement for the duration of this Agreement and any renewal hereunder. Maintenance contracts or agreements shall be agreed to on a case by case basis and shall be between StarChase and the using Customer. The specific terms, conditions and pricing for such maintenance shall be agreed to by the parties, and to the greatest extent possible, shall be based upon the pricing set forth in this Agreement. All maintenance contracts must be under StarChase's direct supervision. The Customer will establish with StarChase a maintenance agreement for installation and removal, as well as preventive maintenance and repairs, for equipment.
1.2 Purchase Orders. Customer shall purchase only those Products set forth on Orders duly issued by an authorized representative of Customer's corporate Purchasing Department. Each Order shall, at a minimum, specify the following information for each Product listed thereon:
(1) the SKU number and Product name;
(2) the quantity ordered;

(3) the total purchase price;
(4) shipping instructions;
(5) delivery destination with one or more points of contact clearly marked "to the attention of:" (the "Delivery Destination"); and
(6) the required delivery date for the Product at the Delivery Destination (the "Delivery Date"). Purchase Orders shall be submitted to Seller in writing and may be sent electronically, by facsimile, or by mail. Scanned electronic delivery is the preferred method.

1.3 Acceptance. Unless Customer is notified to the contrary in writing within fifteen (15) days following the day StarChase's financial department received an Order from Customer, StarChase will be deemed to have accepted the Order for generally available Products and/or Maintenance Services. StarChase agrees that it will not unreasonably refuse acceptance of any Order issued by Customer pursuant to this Agreement. Each Order will be deemed to be incorporated as part of this Agreement upon Customer's issuance thereof. However, any pre-printed terms and conditions set forth on the Order or any other document submitted by Customer will be null and void, unless previously negotiated and mutually accepted in writing between StarChase and Customer.

Article 2

SHIPMENT AND DELIVERY

in accordance with StarChase's standard packing procedures.

2.2 Shipping. Customer will be responsible for all transportation charges for the Products. StarChase will not make partial shipment of individual components of Products without prior approval from Customer. In the absence of shipping instructions, StarChase shall select a carrier.

2.3 Delivery and Risk of Loss. StarChase shall comply with any reasonable special shipping instructions provided by Buyer. Unless otherwise agreed in writing, delivery under this Agreement shall be complete upon transfer of possession to a common carrier, FOB Virginia Beach, Virginia, whereupon all risk of loss, damage or destruction of the Products or other items delivered to Customer under this Agreement shall pass to Customer.

Article 3

ACCEPTANCE BY CUSTOMER

3.1 In General. Unless the parties have previously agreed upon alternative acceptance criteria for the Products, as specified in writing and set forth in the applicable Order, Products delivered to Customer will be subject to the acceptance procedure set forth in this Article 3. The provisions of this Article 3 will also apply to all replacement Products.

3.2 If StarChase Installs. Acceptance of Products that StarChase is responsible to install shall occur upon the following:

(1) completion of StarChase's standard installation procedures that demonstrate conformance to StarChase's applicable publicly available written specifications in effect at the time of delivery; and
(2) successful demonstration that the Products meet StarChase's written specifications, if any, as mutually agreed upon by the parties in writing prior to the time of Order.

3.3 If Customer Installs. With respect to Products which are Customer's responsibility to install, Customer will have a period of fifteen (15) days from receipt by Customer to test such Products to assure that they

(1) successfully operate in conformance to StarChase's applicable publicly available installation and operation specifications in effect at the time of delivery; and
(2) successfully demonstrate that they meet Customer's written specifications, if any, as mutually agreed upon by the parties in writing prior to the time of the Order.

Unless StarChase has been notified by Customer that such Products do not conform to such specifications, such Products will be deemed to have been accepted by Customer at the end of such fifteen (15) day time period.

3.4 Adjustments and Replacements. Upon written notification of a Product's nonconformance, StarChase will, at its expense, promptly adjust, repair or replace the Product(s) as required so that they can be accepted in accordance with the provisions of this Article 5.

Article 4

BILLING AND PAYMENT

4.1 Billing. StarChase shall invoice Customer for all Products at the time of shipment. StarChase shall issue a separate invoice for each Order containing the following information ("Invoice(s)"):

(1) the description and quantity of Products ordered;
(2) the quantity of Products shipped;
(3) the Delivery Destination and day/date confirming product delivery;
(4) the Purchase Order number;
(5) the Purchase Price for each Product;
(6) the total Purchase Price for the Purchase Order; and
(7) any applicable taxes, Freight Charges, and applicable discounts.

All Invoices, bills of lading, and freight bills for the Products shall be delivered to Customer at the "Bill To" address shall be shown on the face of Customer's Purchase Order.

4.2 Payment. Subject to the terms and conditions contained herein, Customer will remit payment of the Purchase Price due hereunder, less any applicable discounts or offsets, for each Conforming Product within thirty (30) days of Customer's receipt of the Invoice therefore. All invoiced amounts shall be subject to a two percent (2%) early payment discount for all payments remitted by Customer within fifteen (15) days of Customer's receipt of such invoice. All fees paid are not refundable unless expressly stated otherwise.

4.3 Late Payment. Any payment which is past due and caused by reasons attributable to Customer will be subject to a monthly charge at the rate of one and one half percent (1.5%) per month of the amount due or the maximum rate permitted by law, whichever is lower.

Article 5

OBLIGATIONS OF CUSTOMER

Customer agrees that it has a duty to become familiar with the operational and technical

requirements set forth by StarChase and to advise, and hereby warrants that it has advised, StarChase of any requirements, including, Internet access, data storage, installation requirements outside the normal scope, installation change orders, modifications, alterations, special construction or any other requirement necessary to provide delivery, implementation and operation of such StarChase equipment and/or services, or other items to achieve optimal performance. Customer further agrees that, for all such equipment and/or services provided by StarChase, it has made StarChase aware of any modifications or alterations needed, and StarChase agrees to provide all such equipment and/or services for the prices submitted to Customer in the Agreement. If Customer identifies any unforeseen discrepancy that impairs the performance of the Pursuit Management equipment and/or accessories any amendments/change orders to rectify the impairment must be specifically authorized by StarChase in writing

Article 6

LIMITED WARRANTY

6.1 Limited Warranty. StarChase hereby represents and warrants that: (a) it is authorized:

- (1) to sell the StarChase Hardware and Third Party Hardware; and
- (2) license the StarChase Software, third party software embedded in the StarChase Software and StarChase Hardware and Third Party Software and Hardware

Hardware will be

- (1) of genuine and authentic manufacture; and
- (2) new and unused (but may contain some remanufactured components that will operate as new);
- (c) all Maintenance Services, including Maintenance Updates and Software Upgrades that may be provided as a component software Maintenance Services furnished by StarChase will be performed in a professional manner by qualified personnel;
- (d) StarChase Hardware will be free from manufacturing defects and will be in good operating condition in accordance with StarChase's publicly available written specifications in effect at the time of delivery during StarChase's one year warranty period for the StarChase Hardware; and
- (e) StarChase Software (exclusive of Maintenance Updates and Software Upgrades, which are provided as components of applicable Maintenance Services) will perform in accordance with StarChase's publicly available written specifications in effect at the time of Delivery during StarChase's one year warranty period.

The warranty periods specified in (d) and (e) above will commence on the date of installation of the StarChase Hardware and StarChase Software as applicable. However, if upon installation the StarChase Hardware and/or StarChase Software is not performing in accordance with StarChase's publicly available written specifications or the mutually agreed upon specific acceptance criteria, if any, the warranty periods specified in (d) and (e) above will be extended for the period of time it takes StarChase (or authorized contractor) to make the necessary adjustments, repairs or replacements. StarChase will, at its sole option, cost and expense, promptly adjust, repair or replace the Products that do not conform to the warranties specified herein or re-perform Maintenance Services as required to satisfy the warranties specified herein.

The level of warranty services to be provided by StarChase pursuant to (d) and (e) above are specified in the Support Services Addendum and/or above. If after a reasonable number of attempts, StarChase is unable to make Product adjustments, repair or replacements, or corrections to the Maintenance Services as required to satisfy the warranties specified herein, StarChase shall refund the amount paid by Customer for the non-conforming Products (including refund of installation charges, if any) in exchange for their return at StarChase's expense or, in the case of Maintenance Services, refund the amount Customer paid StarChase for the portion of the non-conforming Maintenance Service. In the event the operation of a Third Party Product provided hereunder by StarChase, impacts the StarChase Hardware and/or StarChase Software to the extent that such StarChase Hardware and/or StarChase Software fail to satisfy their respective warranties specified above, StarChase's obligations (including that of refund) and Customer's remedies specified immediately above shall apply. The foregoing is StarChase's sole and exclusive liability and obligation regarding any Products or Maintenance Services provided under this Agreement that do not conform to their respective warranties.

6.2 Extended Warranty. If applicable, Customer may purchase StarChase's Annual Post Warranty Service described in the Support Services Addendum after the initial warranty period for StarChase Products and/or upgrade the level of warranty services for StarChase Products in accordance with the service offerings specified in the Support Services Addendum.

6.3 Third Party Products. All Third Party Products are subject to the third party's warranty provisions copies of which will be provided to Customer by StarChase. Notwithstanding the warranties specified in this Article 6 for Third Party Hardware, StarChase will pass through to Customer, as between Customer and the third party, the benefit of any third party warranty provisions applicable to Third Party Products and such warranty provisions are hereby passed through by StarChase for the benefit of Customer. Third Party Software that is licensed by StarChase. At Customer's option, Customer may engage StarChase for support of such Third Party Software licensed by StarChase to Customer in accordance with terms, conditions and charges mutually agreed upon in writing by the authorized representatives of both parties.

6.4 Replacement Parts. Any replacement StarChase Hardware or part provided by StarChase as part of its warranty service will be comparable in function and performance to the replaced original StarChase Hardware or part and is warranted for the remainder of the replaced original StarChase Hardware or part limited warranty period, or for ninety (90) days, whichever is greater. Whenever Customer is responsible to install replacement StarChase Hardware or parts, Customer will promptly return the replaced StarChase Hardware or part which will become the property of StarChase on an exchange basis. StarChase is responsible for the shipping and insurance charges associated with the replacement and replaced StarChase Hardware and parts shipped to and from Customer as part of

StarChase's limited warranty service.

6.5 Restrictions on Warranty. This express warranty is extended by StarChase to the original purchaser only. The limited warranties set forth in this Article 10 do not apply to problems to the extent that they arise from

- (1) a product subject to misuse, accident, neglect or damage;
- (2) interoperation with third party products which are not recommended or approved by StarChase;
- (3) improper installation or modification by other than StarChase, its agents or subcontractors;
- (4) use of StarChase Products in an environment or in a manner or for a purpose for which the StarChase Products were not designed; or
- (5) Customer's failure to implement all previously supplied software or physical hardware Updates.

6.6 Batteries; Charging Systems. Batteries and charging systems are excluded from this warranty but carry their own separate limited Mfg. warranty.

6.7 Operation of Warranty. In order to obtain performance of this warranty, Customer must contact its StarChase Manufacturer Representative or StarChase at the contact information above, support@starchase.com Should any returns be initiated, a Return Merchandise Authorization (RMA) number must be clearly marked on the returned merchandise shipping container.

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Article 7

INDEMNIFICATION

7.1 Intellectual Property Claims. With respect to StarChase Products, StarChase hereby agrees to indemnify, defend (with counsel satisfactory to Customer) and hold Customer harmless from and against any third party claim, suit, action or proceeding that the StarChase Products infringe any patent, copyright, trade secrets or other proprietary right, and pay all amounts agreed upon in settlement, costs, expenses (including attorney's fees) and the resulting judgments and damages finally awarded against Customer by a court of competent jurisdiction. In connection with StarChase's indemnification obligation pursuant to this paragraph, Customer shall provide StarChase with

- (1) prompt notification in writing of such claim,
- (2) sole control over the defense and settlement thereof, and
- (3) reasonable cooperation, at StarChase's expense, in response to a StarChase request for assistance.

Customer shall be entitled to participate in the defense of any such claim at its own expense including its attorney's fees for which StarChase will not be responsible.

7.2 Remedies. In the event that Customer is enjoined, or is otherwise prohibited, from using StarChase Products, as a result of or in connection with any such claim, suit, action or proceeding, or should StarChase Products become or in StarChase's opinion likely to become, the subject of such a claim, suit, action or proceeding, StarChase shall, at its option and expense,

- (1) modify StarChase Products so that they become noninfringing and non-violative, without diminishing the usefulness of StarChase Products to Customer;
- (2) replace StarChase Products with products that are noninfringing and nonviolative, and that are at least as useful to Customer as StarChase Products;
- (3) procure for Customer the right to make continued use thereof; or
- (4) if neither (1), (2) or (3) can be accomplished on commercially reasonable terms, request the return of the StarChase Products at StarChase's expense and upon receipt, promptly refund to Customer as appropriate, the license fee for StarChase Software less a reasonable amount for past usage, or a pro rata amount of the purchase price for the returned StarChase's Products, taking into account the useful life and depreciated value of the StarChase Hardware as determined by Customer in accordance with its normal accounting practices (e.g., three (3), four (4) or five (5) years as applicable).

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- (1) the use of StarChase Products in combination with third party products not furnished by StarChase or not recommended or approved in writing by an authorized representative of StarChase;
- (2) StarChase Products used for a purpose or in a manner for which the StarChase Product was not designed;
- (3) use of any older version of the StarChase Software when use of a newer StarChase revision made available and known to Customer would have avoided the infringement;
- (4) any modification to the StarChase Product not made by StarChase or made without StarChase's written approval;
- (5) any unique custom StarChase software made by StarChase pursuant to Customer's specific instruction; or
- (6) any intellectual property right owned or licensed by Customer.

THE PROVISIONS OF THIS ARTICLE 7 STATE CUSTOMER'S SOLE AND EXCLUSIVE REMEDY AND STARCHASE'S ENTIRE LIABILITY FOR INFRINGEMENT CLAIMS WITH RESPECT TO STARCHASE PRODUCTS.

7.4 Mutual. Each party hereby agrees to indemnify and hold the other ("Indemnified Party") harmless from and against any and all damages, losses, judgments,

settlement amounts, costs and expenses (including attorney's fees) that the Indemnified Party may suffer or incur that arise out of, are in connection with, or result from bodily injury (including death), personal injury or damage to tangible property to the extent that such damage or injury are caused by, arise out of, are connected with or result from its acts, negligence or willful misconduct or that of its employees, agents, or subcontractors. In connection with each party's indemnification obligations pursuant to this paragraph, the Indemnified Party shall provide the other party with

- (1) prompt notification in writing of the claim;
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8.1 General. StarChase shall not be liable for delays or lack of performance if the failure

is caused by a cause beyond the control of either party and without the fault or negligence of the Customer. Such causes may include, but are not restricted to, acts of God or the public enemy, acts of the state and federal governments in either their sovereign or contractual capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case the failure to perform must be beyond the control and without the fault or negligence of StarChase or the Customer.

8.2 Subcontractors. If the failure to perform is caused by the default of a subcontractor, and such default arises out of causes beyond the control of both StarChase and subcontractor, and without the fault or negligence of either of them, StarChase shall not be liable for any excess costs for failure to perform, unless the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit StarChase to meet the required delivery schedule.

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Mindful of the cost in time, energy and money of resolving a dispute by litigation, the parties agree that the sole and exclusive procedure for the resolution of a dispute shall be as follows:

9.1 Informal Negotiation. The parties shall attempt in good faith to resolve promptly any dispute not resolved in the regular course of business by informal negotiations between senior representatives of the parties having direct responsibility within their respective organizations for the administration of this Agreement.

9.2 Formal Negotiation. In the event that such informal negotiations do not result in resolution of the dispute, either party may initiate further negotiations by delivery to the other of a written notice. Within ten (10) days following the receipt of any such notice, the recipient party shall deliver to the initiating party a written response of the notice. Each such notice and response shall include the party's description of the dispute (including any suggestions for the resolution of the dispute), and designation of a senior representative who will represent the party in further negotiations, who shall have authority to resolve the dispute on behalf of such party. The designated representatives shall meet on at least one occasion (and may meet as often as they deem necessary), at a mutually acceptable time and place, and attempt in good faith to resolve the dispute.

9.3 Arbitration. In the event that, within thirty (30) days following the initial written notice described in Section 9.2, the formal negotiation has not produced a resolution of the dispute, either party may submit the dispute to be resolved by arbitration by one arbitrator ("Arbitrator") in accordance with the rules of the American Arbitration Association, applicable law and the provisions of this Agreement. StarChase shall have the sole discretion to appoint the Arbitrator; provided, however, that the Arbitrator

- (1) shall not be a current or former employee of the parties;
- (2) shall have sufficient expertise in the subject matter of the dispute; and
- (3) shall not receive any payments from the parties except in accordance with the provisions of this Article 9.

The Arbitrator shall not in any event award punitive or exemplary damages, but may award equitable relief and arbitration costs. The Arbitrator's decisions shall be final and conclusively binding on the parties, and judgment upon such award may be entered in any court of competent jurisdiction. Any arbitration of a dispute shall be held in Jackson, Mississippi.

9.4 Specific Enforceability. The parties may prevent violations or enforce the provisions of this Agreement through any and all rights and remedies existing in their favor, whether at law or in equity, including specific performance and injunctive relief. The parties agree that the subject matter of this Agreement is unique and that money damages may not be an adequate remedy for any violation of the provisions of this Agreement and that, notwithstanding this Article 14, any party may apply to any court of law or equity, which is of competent jurisdiction as set forth in Section 6.5 of the Master Agreement, for equitable relief and shall be entitled to specific performance or other equitable relief to enforce or prevent any violations of this Agreement.

9.5 Injunctive Relief. Customer acknowledges that, in the event of a breach or threatened breach by Customer of any of the provisions of this Agreement, StarChase will not have an adequate remedy in money or damages. StarChase shall therefore be entitled to obtain injunctive relief against any such breach or threatened breach by Customer in any court of competent jurisdiction. StarChase's rights hereunder shall not in any way be construed to limit or restrict its right to seek or obtain other damages or relief under this Agreement or under applicable law.

9.6 Cumulative Remedies. No right or remedy in this Agreement is intended to be exclusive, but each shall be cumulative and in addition to any other remedy referred to herein or otherwise available to a party at law or in equity; and the exercise

by a party of any one or more of such remedies shall not preclude the simultaneous or later exercise by a party of any or all such other remedies.

9.7 Attorney's Fees. The reasonably prevailing party shall be entitled to recover its reasonable attorney's fees and costs incurred in any dispute arising out of this Agreement, including at trial and on appeal, and including reasonable attorneys' fees and costs incurred in any action brought solely to recover attorneys' fees and costs to which it is entitled pursuant to this paragraph.

ARTICLE 10

10.1 Annual subscription also referred to herein as "Total Solutions Package" or (TSP), in years 2024, 2025, and 2026 are not required to be paid in advance. Payment for each annual subscription must be made within 30 days of each preceding year's TSP expiration date. Annual TSP subscription rate (for 25 units purchased under this agreement in March, 2023) is a fixed rate of: \$11,400.00.

10.2 The Terms & Conditions herein represent the only contractual agreement between the parties. No other "Master Agreement" exists or is in-force.



GUARDIAN-HX
HAND-HELD LAUNCHER

CONTACT US

SALES@STARCHASE.COM
888.824.8722

STARCHASE



Download Specifications (<https://www.starchase.com/wp-content/uploads/2022/09/HHL-Tech-Sheet-for-Website-Download.pdf>)

APPLICATIONS

- Auto Theft Recovery
- Special Operations
- DUI Checkpoints
- Barricaded Suspects
- Patrol Operations
- Interdiction



SPECIFICATIONS

- OPERATION: Single Shot
Air-powered (93 psi)
- BARREL CAPACITY: 1 Tag
- WEIGHT: 7.5lbs.
- BARREL LENGTH: 5"
- OVERALL LENGTH: 27.75" max
(24.5" stock-collapsed)
- WIDTH: 3"
- HEIGHT: 13"
- VELOCITY: 37 MPH (54 fps)
- RANGE: Up to 35' (angled shot up to 60')
- TRIGGER PULL FORCE: 2LBS (electronic)
- SIGHTS: Green Laser Sight (Optional Red Dot)
- SAFETY: Manual, Left Side
- BATTERY: Rechargeable, quick-release
- EFFECTIVE: Broad environments



**Pelican 1720 Rifle Case
w/custom foam insert**



Single Point Sling



**(2) Mag batteries
w/110V AC charger
and 12V in-car charger**



**(2) Live GPS Rounds
(4) Training Rounds**



**Micro-compressor
w/ in-car charger**



**Green Laser Sight
/foregrip pressure
switch (mounted)**





Red Dot Sight (mounted post-production)

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line. Do not leave this line blank.
StarChase LLC

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

Individual/sole proprietor or single-member LLC

C Corporation

S Corporation

Partnership

Trust/estate

Limited liability company. Enter the tax classification (C-C corporation, S-S corporation, P-Partnership) **P**

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

Other (see instructions)

4 Exemptions (codes apply only to certain entities; not individuals; see instructions on page 3)

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

5 Address (number, street, and apt. or suite no.) See instructions
P.O. Box 10057

6 City, state, and ZIP code
Virginia Beach, VA 23450

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

--	--	--	--	--	--	--	--	--	--

OR

Employer identification number

4	6		0	9	8	5	7	5	3
---	---	--	---	---	---	---	---	---	---

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person  Date **1/6/2022**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.

13

ORDER AUTHORIZING THE MAYOR OF THE CITY OF JACKSON TO EXECUTE AN MOU WITH THE MISSISSIPPI DEPARTMENT OF MENTAL HEALTH BUREAU OF BEHAVIORAL HEALTH SERVICES WHICH WILL ENABLE THE JACKSON POLICE DEPARTMENT TO RECEIVE, DISTRIBUTE, AND ADMINISTER NARCAN

OFFICE OF THE CITY ATTORNEY
[Signature]

WHEREAS, Section 21-17-5 of the Mississippi Code authorizes the governing authorities of a municipality to adopt any orders with respect to municipal affairs which is not inconsistent with the Mississippi Constitution of 1890; and

WHEREAS, protecting the health and safety of persons within the municipality is a function of the Jackson Police Department and constitutes a municipal affair; and

WHEREAS, the Mississippi Department of Mental Health Bureau of Behavioral Health Services is a state instrumentality with access to the nasal spray – Narcan; and

WHEREAS, Narcan is also known as Naloxone and has been known to be effective in reducing the effects of opioid overdoses; and

WHEREAS, the Mississippi Department of Mental Health Bureau of Behavioral Health has the authority to supply law enforcement and public safety personnel with Narcan at no cost; and

WHEREAS, the Mississippi Department of Mental Health Bureau of Behavioral Health Services is amenable to supplying the Jackson Police Department with Narcan upon execution of an MOU; and

WHEREAS, the Jackson Police Department recommends that the City of Jackson enter into an MOU with the Mississippi Department of Mental Health’s Bureau of Behavioral Health to facilitate the supplying of Narcan; and

WHEREAS, having access to Narcan will enable officers of the Jackson Police Department to minimize the risk of death when called to respond to opioid overdoses; and

WHEREAS, pursuant to the terms of the MOU, the Department of Mental Health will provide units of Narcan to the Jackson Police Department monthly; and

WHEREAS, the Department of Mental Health will provide electronic and paper forms for tracking the supply of Narcan and capturing data related to the distribution and deployment of Narcan; and

WHEREAS, the Department of Mental Health will provide online *or* in person training on the proper administration and storage of the Narcan to personnel determined by the Jackson Police Department prior to the delivery of the Narcan; and

WHEREAS, the City of Jackson must attest to the training of agency personnel prior to personal possession of the NARCAN; and

OFFICE OF THE CITY ATTORNEY
J. Davis

WHEREAS, the City of Jackson through its police department must monitor agency personnel in possession of Narcan for adherence to the proper safeguarding and storage of the inventory including but not limited to the following guidelines:

Store at room temperature between 59 degrees Fahrenheit to 77 degrees Fahrenheit (15 degrees Celsius to 25 degrees Celsius):

Do not freeze Narcan:

Keep the Narcan in its box until ready for use to protect from light.

Replace the Narcan before the expiration date on the box:

Keep it and all medicines out of the reach of children

WHEREAS, the City of Jackson must designate an individual to be a Point of Contact for the purpose of completing and delivering the monthly Narcan Reporting form; and

WHEREAS, the monthly Narcan Reporting Form must be delivered by electronic mail by the 10th day of each month to Maggie.Roberts@dmh.ms.gov whose telephone number is 601-359-6221; and

WHEREAS, the City of Jackson through its police department must distribute Narcan to agency personnel as necessary to ensure that the first-in-first out inventory management is followed to reduce inventory loss arising out of product expiration; and

WHEREAS, the MOU will be effective for the *lesser* of two (2) years from the date of execution or until the NARCAN inventory is depleted; and

WHEREAS, the MOU may be terminated by the Department of Mental Health in its discretion along with a return of all remaining NARCAN inventory if the monthly reporting form becomes more than 90 days delinquent;

WHEREAS, 14 days advance notice will be provided if there is early termination, and the Point of Contact shall be responsible for obtaining all returning inventory and delivery to: *Chuch Oliphant, Bureau of Behavioral Health Services, 239 North Lamar Street, 1101 Robert E. Lee Building, Jackson, Mississippi;*

IT IS HEREBY ORDERED that the Mayor shall be authorized to execute the MOU with the Mississippi Department of Mental Health pertaining to the delivery and distribution of NARCAN.

APPROVED FOR AGENDA:

Item # _____

Date: _____

By: DAVIS. LUMUBA

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

April 10, 2023

DATE

POINTS		COMMENTS					
1.	Brief Description/Purpose	Order Authorizing The Mayor's to Enter Into a Memorandum of Understanding with the Jackson Police Department and Department of Mental Health					
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 Neighbor Enhancement					
3.	Who will be affected	City of Jackson					
4.	Benefits	To improve the safety and mental well-being of the citizens of Jackson.					
5.	Schedule (beginning date)	Immediately upon 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	No Cost					
9.	Source of Funding General Fund <input type="checkbox"/> Grant <input checked="" type="checkbox"/> Bond <input type="checkbox"/> Other <input type="checkbox"/>	State of Mississippi Department of Mental Health					
10.	EBO participation	ABE	_____ %	WAIVER	yes ___	no ___	N/A
		AABE	_____ %	WAIVER	yes ___	no ___	N/A
		WBE	_____ %	WAIVER	yes ___	no ___	N/A
		HBE	_____ %	WAIVER	yes ___	no ___	N/A
		NABE	_____ %	WAIVER	yes ___	no ___	N/A




Chief of Police
James E. Davis

JACKSON POLICE DEPARTMENT
Office of the Chief of Police

Assistant Chief of Police
Joseph Wade

Memorandum

To: Chokwe Lumumba, Mayor

From: James E. Davis, Chief of Police  4/18/23

Date: April 18, 2023

Re: Order Entering into a Memorandum of Understanding with the Jackson Police Department and the Department of Mental Health

It is my recommendation that the Mayor enter into a Memorandum of Understanding with the Jackson Police Department and the Department of Mental Health. The Department of Mental Health will provide training and track the distribution, deployment and reporting of Narcan.

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



EMailed to DC Hearn
on 4/18/23

4-13 rec'd & sent to
Assistant Chief of Police
Joseph Wade

Chief of Police
James E. Davis

JACKSON POLICE DEPARTMENT
Administrative Services Bureau
Deric Hearn, Deputy Chief of Police

Memorandum

To: James E. Davis, Chief of Police

[Signature] 4-16-23

Via: Joseph Wade, Assistant Chief of Police

[Signature] 4-14-23

From: Deric Hearn, Deputy Chief Administrative Services

[Signature] 4-10-2023

Date: Monday, April 10, 2023

Re: "MOU" Memorandum of Understanding with the Department of Mental Health

On Wednesday, February 8, 2023, Captain Alfred Cooper sent an email requesting to go into a Memorandum of Understanding (MOU) between the Department of Mental Health and the Jackson Police Department. DMH will provide Narcan Training and supplies for the Jackson Police Department.

Attached is the (MOU) Memorandum of Agreement that the Jackson Police Department and the Department of Mental Health will perform during this agreement. DMH will deliver the Narcan to our officers and provide electronic and paper forms for the inventory tracking system (Monthly NARCAN Reporting Form) to capture data related to NARCAN distribution, deployment, and reporting. DMH will also provide online or in-person training on the proper administration and storage of NARCAN to specified personnel as determined by the recipient (The Jackson Police Department).

Based on the information provided, and due to the Fentanyl Opioid Crisis, I recommend that the Jackson Police Department enter into an agreement with the Department of Mental Health to do this training and to track the distribution, deployment, and reporting of NARCAN.


Office of the City Attorney

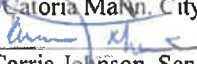
455 East Capitol Street
Post Office Box 2779
Jackson, Mississippi 39207-2779
Telephone: (601) 960-1799
Facsimile: (601) 960-1756

Office of the City Attorney

OFFICE OF THE CITY ATTORNEY

This Order Authorizing the Mayor of the City of Jackson to Execute An MOU With the Mississippi Department of Mental Health Bureau of Behavioral Health Service Which Will Enable the Jackson Police Department to Receive Distribute and Administer Narcan is legally sufficient for placement in NOVUS Agenda



Gatoria Mann, City Attorney


Carrie Johnson, Senior Deputy City Attorney

4/20/23

Date
4/27/23

Date

DEPARTMENT OF MENTAL HEALTH

State of Mississippi

239 North Lamar Street
1101 Robert E. Lee Building
Jackson, Mississippi 39201



PHONE (601) 359-1288

TDD (601) 359-6230

Wendy Bailey - Executive Director

NARCAN Memorandum of Understanding

This Memorandum of Understanding (MOU) is entered into between:
Mississippi Department of Mental Health (DMH) Bureau of Behavioral Health Services, and _____
(recipient) on the _____ (day) of _____
_____ (month), _____ (year).

Purpose

The purpose of this MOU is to specify the obligations of both entities with respect to the delivery, training, distribution, storage, deployment, and reporting of NARCAN®.

Obligations

DMH shall:

- Deliver _____ units of NARCAN® to _____ (recipient) on the _____ (day) of _____ (month), _____ (year).
- Provide both electronic and paper forms of an inventory tracking system (**Monthly NARCAN® Reporting Form**) for the purpose of capturing data related to the distribution, deployment, and reporting of NARCAN®.
- Provide online or in-person training on the proper administration and storage of NARCAN® to specified personnel as determined by _____ (recipient) either prior to or at the time of NARCAN® delivery.

(recipient) shall:

- Attest to training of agency personnel prior to their personal possession of NARCAN®.
- Monitor agency personnel in possession of NARCAN® for adherence to the proper safeguarding and storage of inventory including but not limited to the following guidelines:
 - ❖ Store NARCAN® Nasal Spray at room temperature between 59°F to 77°F (15°C to 25°C). NARCAN® Nasal Spray may be stored for short periods up to 104°F (40°C)
 - ❖ Do not freeze NARCAN® Nasal Spray
 - ❖ Keep the NARCAN® Nasal Spray in its box until ready to use and protect from light
 - ❖ Replace NARCAN® Nasal Spray before the expiration date on the box
 - ❖ Keep NARCAN® Nasal Spray and all medicines out of the reach of children

- Designate the following individual as the Point of Contact for the purpose of completing and delivering the **Monthly NARCAN® Reporting Form** (see attached)

(Point of Contact name, email and phone #).

- The **Monthly NARCAN® Reporting Form** should be delivered electronically via email by *the 10th business day of each month*, and any related questions should be addressed to:

- Maggie.Roberts@dmh.ms.gov, 601-359-6221

- Redistribute NARCAN® among agency personnel as necessary to ensure that first-in-first-out inventory management is followed to reduce inventory loss of NARCAN® due to product expiration.

Term

The term of this MOU will remain in effect until the lesser of two (2) years from the date of signature or until the NARCAN® inventory is depleted.

Early Termination of MOU

BADS reserves the right to terminate the MOU at its sole discretion and demand return of all remaining NARCAN® inventory if the **Monthly NARCAN® Reporting Form becomes more than 90 days delinquent**. In the event that early termination is determined, BADS agrees to give fourteen (14) calendar days written notice to the Point of Contact who will be responsible for obtaining all remaining NARCAN® and delivering to:

Chuck Oliphant
Bureau of Behavioral Health Services
Mississippi Department of Mental Health
239 North Lamar St.,
1101 Robert E. Lee Building
Jackson, MS 39201

Signatories:

This agreement will become effective on the signature date below.

(Signature)

(Date)

Maggie Roberts for Chuck Oliphant
Bureau of Behavioral Health Services
Mississippi Department of Mental Health

(Signature)

(Date)

(Title)

(Agency)

14

ORDER AUTHORIZING THE MAYOR TO TERMINATE AN ADDENDUM TO THE LICENSE AND SERVICE AGREEMENT WITH TYLER TECHNOLOGIES, INC. FOR THE TYLER NEW WORLD PUBLIC SAFETY PRODUCTS, LICENSES, SOFTWARE, AND SERVICES

WHEREAS, the Information System Division for the Department of Information Technology recommended that the Jackson Police Department utilize Tyler Technologies Inc.'s ("TylerTech") New World Public Safety system to replace legacy systems for Fire, Police and 911; and

WHEREAS, on October 29, 2019, the Jackson City Council authorized the Mayor to execute an addendum to the Tyler Technologies, Inc. Agreement for additional software, hardware, and implementation services for the Enterprise Resource Planning System: and

WHEREAS, the Department of Information Technology and the Jackson Police Department recommend that the governing authorities for the City of Jackson authorize the Mayor to terminate the Addendum to the License and Service Agreement with TylerTech for the Tyler New World Public Safety products, licenses, software, and services; and

WHEREAS, the License and Service Agreement between the City of Jackson and Tyler Technologies, Inc. provides that if the City of Jackson believes TylerTech materially breached the Agreement, the City will invoke the Dispute Resolution clause set forth in the Agreement. The City of Jackson may terminate this Agreement for cause in the event TylerTech does not cure, or cause a mutually agreeable action plan to address, a material breach of this Agreement within the thirty (30) day window set forth in the Dispute Resolution clause; and

WHEREAS, in the event of termination for cause, the City will pay TylerTech for all undisputed fees and expenses related to the software, products, and/or services the City has received or TylerTech has incurred or delivered prior to the effective date of termination; and

WHEREAS, under the Dispute Resolution clause, the City of Jackson will provide written notice within thirty (30) days of becoming aware of dispute; and

WHEREAS, pursuant to said Agreement, the City of Jackson must cooperate in trying to reasonably resolve all disputes, including, if requested by either party; and

WHEREAS, the City of Jackson must appoint a senior representative to meet and engage in good faith negotiations with TylerTech's appointed senior representative; and

WHEREAS, senior representatives will convene within thirty (30) days of the written dispute notice, unless otherwise agreed; and

WHEREAS, if the parties fail to resolve the dispute, then the parties shall participate in non-binding mediation, then either of the parties may assert their respective rights and remedies in a court of competent jurisdiction; and

WHEREAS, the Department of Information Technology and the Jackson Police Department recommends to the governing authorities for the City of Jackson that the Mayor be

Agenda Item No. 14
May 9, 2023
(Davis, Lumumba)

authorized to provide TylerTech with written notice of a dispute regarding the Tyler New World Public Safety products, licenses, software, and services; and

IT IS THEREFORE ORDERED that the Mayor is authorized to terminate the Addendum to the License and Software Agreement with TylerTech. for the Tyler New World Public Safety products, software, and services.

IT IS FURTHER ORDERED, that the Jackson Police Department and the Department of Information Technology are authorized to pay TylerTech for all undisputed fees and expenses related to the software, products, and/or services the City has received or TylerTech has incurred or delivered prior to the effective date of termination.

POINTS		COMMENTS								
1.	Brief Description/Purpose	ORDER AUTHORIZING THE MAYOR TO TERMINATE AN ADDENDUM TO THE LICENSE AND SERVICE AGREEMENT WITH TYLER TECHNOLOGIES, INC. FOR THE TYLER NEW WORLD PUBLIC SAFETY PRODUCTS, LICENSES, SOFTWARE, AND SERVICES								
2.	Public Policy Initiative 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	2.CRIME PREVENTION 7.QUALITY OF LIFE								
3.	Who will be affected	JACKSON POLICE DEPARTMENT								
4.	Benefits									
5.	Schedule (beginning date)	UPON COUNCIL APPROVAL								
6.	Location: ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ ▪ Project limits if applicable	ALL WARDS CITY WIDE N/A								
7.	Action implemented by: ▪ City Department ▪ Consultant	JACKSON POLICE DEPARTMENT CITY LEGAL								
8.	COST	N/A								
9.	Source of Funding ▪ General Fund X ▪ Grant ▪ Bond ▪ Other	N/A								
10.	EBO participation	ABE	_____ %	WAIVER	yes	___	no	___	N/A	_____
		AABE	_____ %	WAIVER	yes	___	no	___	N/A	_____
		WBE	_____ %	WAIVER	yes	___	no	___	N/A	_____
		HBE	_____ %	WAIVER	yes	___	no	___	N/A	_____
		NABE	_____ %	WAIVER	yes	___	no	___	N/A	_____



Chief of Police
James E. Davis

JACKSON POLICE DEPARTMENT
Office of the Chief of Police

Assistant Chief of Police
Joseph Wade

Memorandum

To: Chokwe Antar Lumumba, Mayor, City of Jackson

From: James E. Davis, Chief of Police, Jackson Police Department

JED 3-23-23

Date: Thursday, March 23, 2023

Re: Terminating Addendum to the License and Service Agreement with Tyler Technologies

Due to numerous failures with the Tyler New World Public Safety Software, the Jackson Police Department had to acquire another public safety software platform. For this reason, I recommend that the addendum with Tyler Technologies be terminated.

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 TERMINATE AN ADDENDUM TO THE LICENSE AND SERVICE AGREEMENT WITH TYLER TECHNOLOGIES, INC. FOR THE TYLER NEW WORLD PUBLIC SAFETY PRODUCTS, LICENSES, SOFTWARE, AND SERVICES is legally sufficient for placement in NOVUS Agenda.



Catoria Martin, *City Attorney*

Sondra Moncure, *Deputy City Attorney* S.M.

4/19/23

Date

OFFICE OF THE CITY ATTORNEY
4/19/23 S.M.



FILE COPY

ADDENDUM

This Addendum ("Addendum") is effective as of the date of signature of the last party to sign as indicated below ("Addendum Effective Date"), by and between Tyler Technologies, Inc., a Delaware corporation with offices at 840 West Long Lake Road, Troy, MI 48098 ("Tyler") and City of Jackson, Mississippi, with offices at P.O. Box 17, Jackson, MS 39205-0017 ("Client").

WHEREAS, Tyler and Client are parties to a License and Services Agreement with an effective date of December 10, 2018 (the "Agreement") under which the Client acquired licenses to the software described therein ("Licensed Software") as well as related professional services, and maintenance and support; and;

WHEREAS, Tyler and Client now desire to amend the Agreement to add the Tyler New World Public Safety products, licenses, Tyler Software and related services listed herein as Addendum Exhibit A to the Agreement;

WHEREAS, the parties agree that the terms, conditions and exhibits contained in this Addendum only apply to the products and services added under this Addendum.

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

1. **Definitions.** The following definitions shall apply to this Addendum:

- "Affiliated Organization" means a government entity separate from you, but which will have access to the Tyler Software licensed to you under this Agreement. Permissible Affiliated Organizations are listed in Addendum Exhibit A. Your authorized representative may request additional government entities be added as Affiliated Organizations at any time by providing written notice to us. An authorized representative is a person with the authority to bind you contractually. Section 17.2 notwithstanding, notice of this request may be by email to your Tyler account representative. Upon our written acceptance of your request, the proposed government entity will become an Affiliated Organization under this Agreement.
- "Addendum Investment Summary" means the agreed upon cost proposal for the software, products, and services attached hereto as Addendum Exhibit A.
- "Business Travel Policy" means our business travel policy outlined in Exhibit B Schedule 1 of the Agreement.
- "Invoicing and Payment Policy" means the invoicing and payment policy. A copy of our current Invoicing and Payment Policy is attached as Addendum Exhibit B.
- "Maintenance and Support Agreement" means the terms and conditions governing the provision of maintenance and support services to all of our customers. A copy of our current Maintenance and Support Agreement is attached as Addendum Exhibit C.
- "Support Call Process" means the support call process applicable to all of our customers who have licensed the Tyler Software. A copy of our current Support Call Process is attached as Schedule 1 to Addendum Exhibit C.
- "Third Party Terms" means, if any, the end user license agreement(s) or similar terms for the Third Party Software, as applicable and attached as Addendum Exhibit D.
- "Third Party Hardware" means the third party hardware, if any, identified in the Investment Summary.
- "Third Party Products" means the Third Party Software and Third Party Hardware.
- "Third Party Software" means the third party software, if any, identified in the Investment Summary.

- "Tyler" means Tyler Technologies, Inc., a Delaware corporation, as successor-in-interest to New World Systems.
- "Tyler Software" means our proprietary software identified in the Addendum Investment Summary and any integrations, custom modifications, and/or other related interfaces identified in the Addendum Investment Summary and licensed by us to you through this Addendum.
- "we", "us", "our" and similar terms mean Tyler.
- "you" and similar terms mean the Client.

2. **Products and Services Added.** The hardware, software, services, and support itemized in the Addendum Investment Summary are hereby added to the Agreement as of the Addendum Effective Date. For the avoidance of doubt, the terms and conditions contained in this Addendum shall only apply to the products and services added herein.

3. **Affiliated Organizations.** Permissible Affiliated Organizations are listed in Addendum Exhibit A or provided by written notice to be added by your authorized representative.

- a. **Access by Affiliated Organizations.** We will permit you to grant each Affiliated Organization access to the Tyler Software hosted from your servers. You understand and agree that you are solely responsible for making the Tyler Software available to any Affiliated Organizations, and that we do not warrant, and are not responsible for, the performance of your servers or any Affiliated Organization's access thereto.
- b. **Application of this Agreement.** Each Affiliated Organization must abide by the terms and conditions of this Agreement, and you are responsible for any breach hereof by an Affiliated Organization accessing the Tyler Software hosted from your servers.
- c. **Termination of Access of an Affiliated Organization.** You agree to deny an Affiliated Organization's access to the Tyler Software upon written notice from us that the applicable Affiliated Organization has violated the terms of this Agreement.
- d. **Additional Products and Services.** Affiliated Organizations may purchase additional products and services by an addendum to this Agreement executed by the requesting Affiliated Organization and Tyler. Any additional licenses so added will be installed on your servers and may be accessed by you and any Affiliated Organization, subject to the terms and conditions of this Agreement.

4. **Payment Terms.**

- a. ***License Fees:*** The License Fees identified on Addendum Exhibit A will be invoiced 100% on the Addendum Effective Date.
- b. ***Maintenance and Support Fees (including Esri and Embedded Third Party Software):*** Year 1 maintenance and support fees are waived one (1) year from the Addendum Effective Date. Year 2 maintenance and support fees, at the rates listed in the Addendum Investment Summary, are payable one year from the Addendum Effective Date. Subsequent maintenance and support fees, at our then-current rates, are invoiced annually in advance of each anniversary thereof.
- c. ***Implementation and Other Professional Services (including training):*** Additional implementation and other professional services (including training) are billed and invoiced as delivered, at the rates set forth in the Addendum Investment Summary.
- d. ***Fixed Price Services:*** Except as otherwise provided, other fixed price services are invoiced upon complete delivery of the service. For the avoidance of doubt, where "Project Planning Services" are provided,

payment will be due upon delivery of the Implementation Planning document. Dedicated Project Management services will be billed monthly in arrears, beginning on the first day of the month immediately following the project kick-off meeting.

- e. **Subscription Fees for RedHat:** Your initial 3-year subscription fees for RedHat, as identified in Addendum Exhibit A, will be invoiced when we make the product available to you. Subsequent subscription fees for Red Hat are renewable directly through Red Hat Support (renewals@redhat.com).
- f. **Conversions:** Fixed-fee conversions are invoiced 50% upon acceptance of the Conversion Analysis Document, and 50% upon initial delivery of converted data into Live/Production environment, by conversion option. Where conversions are quoted as estimated, we will bill you the actual services delivered on a time and materials basis.
- g. **Third Party Software License Fees:** License fees for Third Party Software, if any, are invoiced when we make such software available to you for downloading.

Third Party Software Maintenance (excluding Esri and Embedded Third Party Software): The first year maintenance for the Third Party Software will be invoiced when we make the Third Party Software available to you for downloading.

Third Party Hardware: Third Party Hardware costs, if any, are invoiced upon delivery.

- h. **Hosting Fees:** Hosting Fees for the Tyler Software identified on the Addendum Investment Summary are invoiced annually in advance on the Addendum Effective Date and will renew automatically for additional one (1) year terms at our then-current Hosting Services fee, unless terminated in writing by either party at least thirty (30) days prior to the end of the then-current term.
- i. **Expenses:** The service rates in the Investment Summary do not include travel expenses. Expenses will be billed as incurred and only in accordance with our then-current Business Travel Policy, plus a 10% travel agency processing fee. Our current Business Travel Policy is attached to this Addendum as Addendum Exhibit B. Copies of receipts will be provided upon request; we reserve the right to charge you an administrative fee depending on the extent of your requests. Receipts for miscellaneous items less than twenty-five dollars and mileage logs are not available.
- j. **Payment for undisputed invoices is due within forty-five (45) days of invoice date. We prefer to receive payments electronically. Our electronic payment information is:**
 - Bank: Wells Fargo Bank, N.A.
420 Montgomery
San Francisco, CA 94104
 - ABA: 121000248
 - Account: 4124302472
 - Beneficiary: Tyler Technologies, Inc. – Operating

- 5. This Addendum shall be governed by and construed in accordance with the terms and conditions of the Agreement.
- 6. All other terms and conditions of the Agreement shall remain in full force and effect.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, a duly authorized representative of each party has executed this Addendum as of the date of signature of the last party to sign as indicated below.

Tyler Technologies, Inc.

City of Jackson, Mississippi

By: 

By: 

Name: Bryan Foster

Name: Chokwe A. Lumumba

Title: President

Title: Mayor

Date: 11/15/19

Date: 11/12/2019



LICENSE AND SERVICES AGREEMENT

This License and Services Agreement is made between Tyler Technologies, Inc. and Client.

WHEREAS, Client selected Tyler to license the software products and perform the services set forth in the Investment Summary and Tyler desires to perform such actions under the terms of this Agreement;

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants and promises set forth in this Agreement, Tyler and Client agree as follows:

SECTION A – DEFINITIONS

- **“Agreement”** means this License and Services Agreement.
- **“Business Travel Policy”** means our business travel policy. A copy of our current Business Travel Policy is attached as Schedule 1 to Exhibit B.
- **“Client”** means City of Jackson, Mississippi.
- **“Defect”** means a failure of the Tyler Software to substantially conform to the functional descriptions set forth in our written proposal to you, or their functional equivalent. Future functionality may be updated, modified, or otherwise enhanced through our maintenance and support services, and the governing functional descriptions for such future functionality will be set forth in our then-current Documentation.
- **“Developer”** means a third party who owns the intellectual property rights to Third Party Software.
- **“Documentation”** means any online or written documentation related to the use or functionality of the Tyler Software that we provide or otherwise make available to you, including instructions, user guides, manuals and other training or self-help documentation.
- **“Effective Date”** means the date on which your authorized representative signs the Agreement.
- **“Force Majeure”** means an event beyond the reasonable control of you or us, including, without limitation, governmental action, war, riot or civil commotion, fire, natural disaster, or any other cause that could not with reasonable diligence be foreseen or prevented by you or us.
- **“Investment Summary”** means the agreed upon cost proposal for the software, products, and services attached as Exhibit A.
- **“Invoicing and Payment Policy”** means the invoicing and payment policy. A copy of our current Invoicing and Payment Policy is attached as Exhibit B.
- **“Maintenance and Support Agreement”** means the terms and conditions governing the provision of maintenance and support services to all of our customers. A copy of our current Maintenance and Support Agreement is attached as Exhibit C.
- **“Statement of Work”** means the industry standard implementation plan describing how our professional services will be provided to implement the Tyler Software, and outlining your and our roles and responsibilities in connection with that implementation. The Statement of Work is attached as Exhibit E.
- **“Support Call Process”** means the support call process applicable to all of our customers who have licensed the Tyler Software. A copy of our current Support Call Process is attached as Schedule 1 to Exhibit C.



- **“Third Party Terms”** means, if any, the end user license agreement(s) or similar terms for the Third Party Software, as applicable and attached as Exhibit D.
- **“Third Party Hardware”** means the third party hardware, if any, identified in the Investment Summary
- **“Third Party Products”** means the Third Party Software and Third Party Hardware.
- **“Third Party Software”** means the third party software, if any, identified in the Investment Summary.
- **“Tyler”** means Tyler Technologies, Inc., a Delaware corporation.
- **“Tyler Software”** means our proprietary software, including any integrations, custom modifications, and/or other related interfaces identified in the Investment Summary and licensed by us to you through this Agreement.
- **“we”, “us”, “our”** and similar terms mean Tyler
- **“you”** and similar terms mean Client.

SECTION B – SOFTWARE LICENSE

1. License Grant and Restrictions.

- 1.1 We grant to you a license to use the Tyler Software for your internal business purposes only, in the scope of the internal business purposes disclosed to us as of the Effective Date. You may make copies of the Tyler Software for backup and testing purposes, so long as such copies are not used in production and the testing is for internal use only. Your rights to use the Tyler Software are perpetual but may be revoked if you do not comply with the terms of this Agreement.
- 1.2 The Documentation is licensed to you and may be used and copied by your employees for internal, non-commercial reference purposes only.
- 1.3 You may not: (a) transfer or assign the Tyler Software to a third party; (b) reverse engineer, decompile, or disassemble the Tyler Software; (c) rent, lease, lend, or provide commercial hosting services with the Tyler Software; or (d) publish or otherwise disclose the Tyler Software or Documentation to third parties.
- 1.4 The license terms in this Agreement apply to updates and enhancements we may provide to you or make available to you through your Maintenance and Support Agreement.
- 1.5 The right to transfer the Tyler Software to a replacement hardware system is included in your license. You will give us advance written notice of any such transfer and will pay us for any required or requested technical assistance from us associated with such transfer.
- 1.6 Where applicable with respect to our applications that take or process card payment data, we are responsible for the security of cardholder data that we possess, including functions relating to storing, processing, and transmitting of the cardholder data and affirm that, as of the Effective Date, we comply with applicable requirements to be considered PCI DSS compliant and have performed the necessary steps to validate compliance with the PCI DSS. We agree to supply the current status of our PCI DSS compliance program in the form of an official Attestation of Compliance, which can be found at <https://www.tylertech.com/about-us/compliance>, and in the event of any change in our status, will comply with applicable notice requirements.
- 1.7 We reserve all rights not expressly granted to you in this Agreement. The Tyler Software and Documentation are protected by copyright and other intellectual property laws and treaties. We own the title, copyright, and other intellectual property rights in the Tyler Software and the Documentation.

The Tyler Software is licensed, not sold.

2. **License Fees.** You agree to pay us the license fees in the amounts set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy.
3. **Escrow.** We maintain an escrow agreement with a third party under which we place the source code for each major release of the Tyler Software. You may be added as a beneficiary to the escrow agreement by completing a standard beneficiary enrollment form and paying the applicable annual beneficiary fee(s). You will be responsible for maintaining your ongoing status as a beneficiary, including payment of the then-current annual beneficiary fees. Release of source code for the Tyler Software is strictly governed by the terms of the escrow agreement.
4. **Limited Warranty.** We warrant that the Tyler Software will be without Defect(s) as long as you have a Maintenance and Support Agreement in effect. If the Tyler Software does not perform as warranted, we will use all reasonable efforts, consistent with industry standards, to cure the Defect as set forth in the Maintenance and Support Agreement.

SECTION C – PROFESSIONAL SERVICES

1. **Services.** We will provide you the various implementation-related services itemized in the Investment Summary and described in the Statement of Work.
2. **Professional Services Fees.** You agree to pay us the professional services fees in the amounts set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy. You acknowledge that the fees stated in the Investment Summary are good-faith estimates of the amount of time and materials required for your implementation. We will bill you the actual fees incurred based on the in-scope services provided to you. Any discrepancies in the total values set forth in the Investment Summary will be resolved by multiplying the applicable hourly rate by the quoted hours.
3. **Additional Services.** The Investment Summary contains, and the Statement of Work describes, the scope of services and related costs (including programming and/or interface estimates) required for the project based on our understanding of the specifications you supplied. If additional work is required, or if you use or request additional services, we will provide you with an addendum or change order, as applicable, outlining the costs for the additional work. The price quotes in the addendum or change order will be valid for thirty (30) days from the date of the quote.
4. **Cancellation.** We make all reasonable efforts to schedule our personnel for travel, including arranging travel reservations, at least two (2) weeks in advance of commitments. Therefore, if you cancel services less than two (2) weeks in advance (other than for Force Majeure or breach by us), you will be liable for all (a) non-refundable expenses incurred by us on your behalf, and (b) daily fees associated with cancelled professional services if we are unable to reassign our personnel. We will make all reasonable efforts to reassign personnel in the event you cancel within two (2) weeks of scheduled commitments.
5. **Services Warranty.** We will perform the services in a professional, workmanlike manner, consistent with industry standards. In the event we provide services that do not conform to this warranty, we will re-perform such services at no additional cost to you.
6. **Site Access and Requirements.** At no cost to us, you agree to provide us with full and free access to your personnel, facilities, and equipment as may be reasonably necessary for us to provide implementation services, subject to any reasonable security protocols or other written policies provided to us as of the

Effective Date, and thereafter as mutually agreed to by you and us. You further agree to provide a reasonably suitable environment, location, and space for the installation of the Tyler Software and any Third Party Products, including, without limitation, sufficient electrical circuits, cables, and other reasonably necessary items required for the installation and operation of the Tyler Software and any Third Party Products.

7. **Client Assistance.** You acknowledge that the implementation of the Tyler Software is a cooperative process requiring the time and resources of your personnel. You agree to use all reasonable efforts to cooperate with and assist us as may be reasonably required to meet the agreed upon project deadlines and other milestones for implementation. This cooperation includes at least working with us to schedule the implementation-related services outlined in this Agreement. We will not be liable for failure to meet any deadlines and milestones when such failure is due to Force Majeure or to the failure by your personnel to provide such cooperation and assistance (either through action or omission).

SECTION D – MAINTENANCE AND SUPPORT

This Agreement includes the period of free maintenance and support services identified in the Invoicing and Payment Policy. If you have purchased ongoing maintenance and support services, and continue to make timely payments for them according to our Invoicing and Payment Policy, we will provide you with maintenance and support services for the Tyler Software under the terms of our standard Maintenance and Support Agreement.

If you have opted not to purchase ongoing maintenance and support services for the Tyler Software, the Maintenance and Support Agreement does not apply to you. Instead, you will only receive ongoing maintenance and support on the Tyler Software on a time and materials basis. In addition, you will:

- (i) receive the lowest priority under our Support Call Process;
- (ii) be required to purchase new releases of the Tyler Software, including fixes, enhancements and patches;
- (iii) be charged our then-current rates for support services, or such other rates that we may consider necessary to account for your lack of ongoing training on the Tyler Software;
- (iv) be charged for a minimum of two (2) hours of support services for every support call; and
- (v) not be granted access to the support website for the Tyler Software or the Tyler Community Forum.

SECTION E – THIRD PARTY PRODUCTS

To the extent there are any Third Party Products set forth in the Investment Summary, the following terms and conditions will apply:

1. **Third Party Hardware.** We will sell, deliver, and install onsite the Third Party Hardware, if you have purchased any, for the price set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy.
2. **Third Party Software.** Upon payment in full of the Third Party Software license fees, you will receive a non-transferable license to use the Third Party Software and related documentation for your internal business purposes only. Your license rights to the Third Party Software will be governed by the Third Party Terms.



- 2.1 We will install onsite the Third Party Software. The installation cost is **included** in the installation fee in the Investment Summary.
 - 2.2 If the Developer charges a fee for future updates, releases, or other enhancements to the Third Party Software, you will be required to pay such additional future fee.
 - 2.3 The right to transfer the Third Party Software to a replacement hardware system is governed by the Developer. You will give us advance written notice of any such transfer and will pay us for any required or requested technical assistance from us associated with such transfer.
3. Third Party Products Warranties.
- 3.1 We are authorized by each Developer to grant or transfer the licenses to the Third Party Software.
 - 3.2 The Third Party Hardware will be new and unused, and upon payment in full, you will receive free and clear title to the Third Party Hardware.
 - 3.3 You acknowledge that we are not the manufacturer of the Third Party Products. We do not warrant or guarantee the performance of the Third Party Products. However, we grant and pass through to you any warranty that we may receive from the Developer or supplier of the Third Party Products.
4. Maintenance. If you have a Maintenance and Support Agreement in effect, you may report defects and other issues related to the Third Party Software directly to us, and we will (a) directly address the defect or issue, to the extent it relates to our interface with the Third Party Software; and/or (b) facilitate resolution with the Developer, unless that Developer requires that you have a separate, direct maintenance agreement in effect with that Developer. In all events, if you do not have a Maintenance and Support Agreement in effect with us, you will be responsible for resolving defects and other issues related to the Third Party Software directly with the Developer

SECTION F – INVOICING AND PAYMENT; INVOICE DISPUTES

1. Invoicing and Payment. We will invoice you for all fees set forth in the Investment Summary per our Invoicing and Payment Policy, subject to Section F(2).
2. Invoice Disputes. If you believe any delivered software or service does not conform to the warranties in this Agreement, you will provide us with written notice within thirty (30) days of your receipt of the applicable invoice. The written notice must contain reasonable detail of the issues you contend are in dispute so that we can confirm the issue and respond to your notice with either a justification of the invoice, an adjustment to the invoice, or a proposal addressing the issues presented in your notice. We will work with you as may be necessary to develop an action plan that outlines reasonable steps to be taken by each of us to resolve any issues presented in your notice. You may withhold payment of the amount(s) actually in dispute, and only those amounts, until we complete the action items outlined in the plan. If we are unable to complete the action items outlined in the action plan because of your failure to complete the items agreed to be done by you, then you will remit full payment of the invoice. We reserve the right to suspend delivery of all services, including maintenance and support services, if you fail to pay an invoice not disputed as described above within fifteen (15) days of notice of our intent to do so.

SECTION G – TERMINATION



1. **For Cause.** If you believe we have materially breached this Agreement, you will invoke the Dispute Resolution clause set forth in Section I(3). You may terminate this Agreement for cause in the event we do not cure, or create a mutually agreeable action plan to address, a material breach of this Agreement within the thirty (30) day window set forth in Section I(3). In the event of termination for cause, you will pay us for all undisputed fees and expenses related to the software, products, and/or services you have received, or we have incurred or delivered, prior to the effective date of termination.
2. **Lack of Appropriations.** If you should not appropriate or otherwise receive funds sufficient to purchase, lease, operate, or maintain the software or services set forth in this Agreement, you may unilaterally terminate this Agreement effective on the final day of the fiscal year through which you have funding. You will make every effort to give us at least thirty (30) days written notice prior to a termination for lack of appropriations. In the event of termination due to a lack of appropriations, you will pay us for all undisputed fees and expenses related to the software and/or services you have received, or we have incurred or delivered, prior to the effective date of termination. Any disputed fees and expenses must have been submitted to the Invoice Dispute process set forth in Section F(2) at the time of termination in order to be withheld at termination. You will not be entitled to a refund or offset of previously paid license and other fees.
3. **Force Majeure.** Neither party will be liable, you or we may terminate this Agreement if a Force Majeure event suspends performance of scheduled tasks for a period of forty-five (45) days or more. In the event of termination due to Force Majeure, you will pay us for all undisputed fees and expenses related to the software and/or services you have received, or we have incurred or delivered, prior to the effective date of termination. Any disputed fees and expenses must have been submitted to the Invoice Dispute process set forth in Section F(2) at the time of termination in order to be withheld at termination. You will not be entitled to a refund or offset of previously paid license and other fees.

SECTION H – INDEMNIFICATION, LIMITATION OF LIABILITY AND INSURANCE

1. Intellectual Property Infringement Indemnification.

- 1.1 We will defend you against any third party claim(s) that the Tyler Software or Documentation infringes that third party's patent, copyright, or trademark, or misappropriates its trade secrets, and will pay the amount of any resulting adverse final judgment (or settlement to which we consent). You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.
- 1.2 Our obligations under this Section H(1) will not apply to the extent the claim or adverse final judgment is based on your: (a) use of a previous version of the Tyler Software and the claim would have been avoided had you installed and used the current version of the Tyler Software, and we provided notice of that requirement to you; (b) combining the Tyler Software with any product or device not provided, contemplated, or approved by us; (c) altering or modifying the Tyler Software, including any modification by third parties at your direction or otherwise permitted by you; (d) use of the Tyler Software in contradiction of this Agreement, including with non-licensed third parties; or (e) willful infringement, including use of the Tyler Software after we notify you to discontinue use due to such a claim.
- 1.3 If we receive information concerning an infringement or misappropriation claim related to the Tyler

Software, we may, at our expense and without obligation to do so, either: (a) procure for you the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent, in which case you will stop running the allegedly infringing Tyler Software immediately. Alternatively, we may decide to litigate the claim to judgment, in which case you may continue to use the Tyler Software consistent with the terms of this Agreement.

1.4 If an infringement or misappropriation claim is fully litigated and your use of the Tyler Software is enjoined by a court of competent jurisdiction, in addition to paying any adverse final judgment (or settlement to which we consent), we will, at our option, either: (a) procure the right to continue its use; (b) modify it to make it non-infringing; (c) replace it with a functional equivalent; or (d) terminate your license and refund the license fees paid for the infringing Tyler Software, as depreciated on a straight-line basis measured over seven (7) years from the Effective Date. We will pursue those options in the order listed herein. This section provides your exclusive remedy for third party copyright, patent, or trademark infringement and trade secret misappropriation claims.

2. General Indemnification.

2.1 We will indemnify and hold harmless you and your agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for (a) personal injury or property damage to the extent caused by our negligence or willful misconduct; or (b) our violation of PCI DSS requirements or a law applicable to our performance under this Agreement. You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.

2.2 To the extent permitted by applicable law, you will indemnify and hold harmless us and our agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses for personal injury or property damage to the extent caused by your negligence or willful misconduct; or (b) your violation of a law applicable to your performance under this Agreement. We will notify you promptly in writing of the claim and will give you sole control over its defense or settlement. We agree to provide you with reasonable assistance, cooperation, and information in defending the claim at your expense.

3. THE FOLLOWING THREE PARAGRAPHS (3.1-3.3) ARE APPLICABLE ONLY TO THE EXTENT ALLOWED BY CONTROLLING (MISSISSIPPI) LAW:

3.1. DISCLAIMER. EXCEPT FOR THE EXPRESS WARRANTIES PROVIDED IN THIS AGREEMENT AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE HEREBY DISCLAIM ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES, DUTIES, OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

3.2. LIMITATION OF LIABILITY. EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, OUR LIABILITY FOR DAMAGES ARISING OUT OF THIS AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO YOUR ACTUAL DIRECT DAMAGES, NOT TO EXCEED (A) PRIOR TO FORMAL TRANSITION TO MAINTENANCE AND SUPPORT, THE TOTAL ONE-TIME FEES SET FORTH IN THE INVESTMENT SUMMARY; OR (B) AFTER FORMAL TRANSITION TO MAINTENANCE AND SUPPORT, THE THEN-CURRENT ANNUAL

MAINTENANCE AND SUPPORT FEE. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE PRICES SET FORTH IN THIS AGREEMENT ARE SET IN RELIANCE UPON THIS LIMITATION OF LIABILITY AND TO THE MAXIMUM EXTENT ALLOWED UNDER APPLICABLE LAW, THE EXCLUSION OF CERTAIN DAMAGES, AND EACH SHALL APPLY REGARDLESS OF THE FAILURE OF AN ESSENTIAL PURPOSE OF ANY REMEDY. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO CLAIMS THAT ARE SUBJECT TO SECTIONS H(1) AND H(2).

3.3. EXCLUSION OF CERTAIN DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL WE BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

4. **Insurance.** During the course of performing services under this Agreement, we agree to maintain the following levels of insurance: (a) Commercial General Liability of at least \$1,000,000; (b) Automobile Liability of at least \$1,000,000; (c) Professional Liability of at least \$1,000,000; (d) Workers Compensation complying with applicable statutory requirements; and (e) Excess/Umbrella Liability of at least \$5,000,000. We will add you as an additional insured to our Commercial General Liability and Automobile Liability policies, which will automatically add you as an additional insured to our Excess/Umbrella Liability policy as well. We will provide you with copies of certificates of insurance upon your written request.

SECTION I – GENERAL TERMS AND CONDITIONS

1. **Additional Products and Services.** You may purchase additional products and services at the rates set forth in the Investment Summary for twelve (12) months from the Effective Date, and thereafter at our then-current list price, by executing a mutually agreed addendum. If no rate is provided in the Investment Summary, or those twelve (12) months have expired, you may purchase additional products and services at our then-current list price, also by executing a mutually agreed addendum. The terms of this Agreement will control any such additional purchase(s), unless otherwise specifically provided in the addendum.
2. **Optional Items.** Pricing for any listed optional products and services in the Investment Summary will be valid for twelve (12) months from the Effective Date.
3. **Dispute Resolution.** You agree to provide us with written notice within thirty (30) days of becoming aware of a dispute. You agree to cooperate with us in trying to reasonably resolve all disputes, including, if requested by either party, appointing a senior representative to meet and engage in good faith negotiations with our appointed senior representative. Senior representatives will convene within thirty (30) days of the written dispute notice, unless otherwise agreed. All meetings and discussions between senior representatives will be deemed confidential settlement discussions not subject to disclosure under Federal Rule of Evidence 408 or any similar applicable state rule. If we fail to resolve the dispute, then the parties shall participate in non-binding mediation in an effort to resolve the dispute. If the dispute remains unresolved after mediation, then either of us may assert our respective rights and remedies in a court of competent jurisdiction. Nothing in this section shall prevent you or us from seeking necessary injunctive relief during the dispute resolution procedures.
4. **Taxes.** The fees in the Investment Summary do not include any taxes, including, without limitation, sales, use, or excise tax. If you are a tax-exempt entity, you agree to provide us with a tax-exempt certificate. Otherwise, we will pay all applicable taxes to the proper authorities and you will reimburse us for such taxes. If you have a valid direct-pay permit, you agree to provide us with a copy. For clarity, we are responsible for

paying our income taxes, both federal and state, as applicable, arising from our performance of this Agreement.

5. **Nondiscrimination.** We will not discriminate against any person employed or applying for employment concerning the performance of our responsibilities under this Agreement. This discrimination prohibition will apply to all matters of initial employment, tenure, and terms of employment, or otherwise with respect to any matter directly or indirectly relating to employment concerning race, color, religion, national origin, age, sex, sexual orientation, ancestry, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, marital status, or political affiliation. We will post, where appropriate, all notices related to nondiscrimination as may be required by applicable law.
6. **E-Verify.** We have complied, and will comply, with the E-Verify procedures administered by the U.S. Citizenship and Immigration Services Verification Division for all of our employees assigned to your project.
7. **Subcontractors.** We will not subcontract any services under this Agreement without your prior written consent, not to be unreasonably withheld.
8. **Binding Effect: No Assignment.** This Agreement shall be binding on, and shall be for the benefit of, either your or our successor(s) or permitted assign(s). Neither party may assign this Agreement without the prior written consent of the other party; provided, however, your consent is not required for an assignment by us as a result of a corporate reorganization, merger, acquisition, or purchase of substantially all of our assets.
9. **Force Majeure.** Except for your payment obligations, neither party will be liable for delays in performing its obligations under this Agreement to the extent that the delay is caused by Force Majeure; provided, however, that within ten (10) business days of the Force Majeure event, the party whose performance is delayed provides the other party with written notice explaining the cause and extent thereof, as well as a request for a reasonable time extension equal to the estimated duration of the Force Majeure event.
10. **No Intended Third Party Beneficiaries.** This Agreement is entered into solely for the benefit of you and us. No third party will be deemed a beneficiary of this Agreement, and no third party will have the right to make any claim or assert any right under this Agreement. This provision does not affect the rights of third parties under any Third Party Terms.
11. **Entire Agreement; Amendment.** This Agreement represents the entire agreement between you and us with respect to the subject matter hereof, and supersedes any prior agreements, understandings, and representations, whether written, oral, expressed, implied, or statutory. Purchase orders submitted by you, if any, are for your internal administrative purposes only, and the terms and conditions contained in those purchase orders will have no force or effect. This Agreement may only be modified by a written amendment signed by an authorized representative of each party.
12. **Severability.** If any term or provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement will be considered valid and enforceable to the fullest extent permitted by law.
13. **No Waiver.** In the event that the terms and conditions of this Agreement are not strictly enforced by either party, such non-enforcement will not act as or be deemed to act as a waiver or modification of this Agreement, nor will such non-enforcement prevent such party from enforcing each and every term of this Agreement thereafter.
14. **Independent Contractor.** We are an independent contractor for all purposes under this Agreement.

15. **Notices.** All notices or communications required or permitted as a part of this Agreement, such as notice of an alleged material breach for a termination for cause or a dispute that must be submitted to dispute resolution, must be in writing and will be deemed delivered upon the earlier of the following: (a) actual receipt by the receiving party; (b) upon receipt by sender of a certified mail, return receipt signed by an employee or agent of the receiving party; (c) upon receipt by sender of proof of email delivery; or (d) if not actually received, five (5) days after deposit with the United States Postal Service authorized mail center with proper postage (certified mail, return receipt requested) affixed and addressed to the other party at the address set forth on the signature page hereto or such other address as the party may have designated by proper notice. The consequences for the failure to receive a notice due to improper notification by the intended receiving party of a change in address will be borne by the intended receiving party.
16. **Client Lists.** You agree that we may identify you by name in client lists. We may only identify you in marketing presentations and promotional materials with your advance written consent.
17. **Confidentiality.** Both parties recognize that their respective employees and agents, in the course of performance of this Agreement, may be exposed to confidential information and that disclosure of such information could violate rights to private individuals and entities, including the parties. Confidential information is nonpublic information that a reasonable person would believe to be confidential and includes, without limitation, personal identifying information (e.g., social security numbers) and trade secrets, each as defined by applicable state law. Each party agrees that it will not disclose any confidential information of the other party and further agrees to take all reasonable and appropriate action to prevent such disclosure by its employees or agents. The confidentiality covenants contained herein will survive the termination or cancellation of this Agreement. This obligation of confidentiality will not apply to information that:
- (a) is in the public domain, either at the time of disclosure or afterwards, except by breach of this Agreement by a party or its employees or agents;
 - (b) a party can establish by reasonable proof was in that party's possession at the time of initial disclosure;
 - (c) a party receives from a third party who has a right to disclose it to the receiving party; or
 - (d) is the subject of a legitimate disclosure request under the open records laws or similar applicable public disclosure laws governing this Agreement; provided, however, that in the event you receive an open records or other similar applicable request, you will give us prompt notice and otherwise perform the functions required by applicable law.
18. **Business License.** In the event a local business license is required for us to perform services hereunder, you will promptly notify us and provide us with the necessary paperwork and/or contact information so that we may timely obtain such license.
19. **Governing Law.** This Agreement will be governed by and construed in accordance with the laws of your state of domicile, without regard to its rules on conflicts of law.
20. **Multiple Originals and Authorized Signatures.** This Agreement may be executed in multiple originals, any of which will be independently treated as an original document. Any electronic, faxed, scanned, photocopied, or similarly reproduced signature on this Agreement or any amendment hereto will be deemed an original signature and will be fully enforceable as if an original signature. Each party represents to the other that the signatory set forth below is duly authorized to bind that party to this Agreement.
21. **Cooperative Procurement.** To the maximum extent permitted by applicable law, we agree that this

Agreement may be used as a cooperative procurement vehicle by eligible jurisdictions. We reserve the right to negotiate and customize the terms and conditions set forth herein, including but not limited to pricing, to the scope and circumstances of that cooperative procurement.

22. Contract Documents. This Agreement includes the following exhibits:

- Exhibit A Investment Summary
- Exhibit B Invoicing and Payment Policy
- Schedule 1: Business Travel Policy
- Exhibit C Maintenance and Support Agreement
- Schedule 1: Support Call Process
- Exhibit D Third Party Terms
- Schedule 1: DocOrigin End User License Agreement
- Schedule 2: BMI Terms
- Exhibit E Statement of Work
- Exhibit F Disaster Recovery Terms
- Exhibit G Tyler Systems Management ("TSM")
- Exhibit H Interfaces

IN WITNESS WHEREOF, a duly authorized representative of each party has executed this Agreement as of the date(s) set forth below.

Tyler Technologies, Inc.

City of Jackson

By: _____

By: Chokwe A. Lumumba ¹⁵⁰⁰

Name: _____

Name: Chokwe A. Lumumba ^{PK}

Title: _____

Title: Mayor

Date: _____

Date: 12/6/2018

Address for Notices:

Tyler Technologies, Inc.
One Tyler Drive
Yarmouth, ME 04096
Attention: Chief Legal Officer

Address for Notices:

City of Jackson
PO Box 17
Jackson, MS 39205
Attention: _____



Exhibit A Investment Summary

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

Tyler sales quotation follows this page.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK



Exhibit B Invoicing and Payment Policy

We will provide you with the software and services set forth in the Investment Summary. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

Invoicing: We will invoice you for the applicable license and services fees in the Investment Summary as set forth below. Your rights to dispute any invoice are set forth in the Agreement.

1. Tyler Software.

1.1 *License Fees:* License fees are invoiced as follows: (a) 25% on the Effective Date; (b) 60% on the date when we make the applicable Tyler Software available to you for downloading (the "Available Download Date"); and (c) 15% on the earlier of use of the Tyler Software in live production or 180 days after the Available Download Date.

1.2 *Maintenance and Support Fees:* Year 1 maintenance and support fees are waived through the earlier of (a) availability of the Tyler Software for use in a live production environment; or (b) one (1) year from the Effective Date. Year 2 maintenance and support fees are payable on that earlier-of date, and subsequent maintenance and support fees are invoiced annually in advance of each anniversary thereof. Your fees for each subsequent year will be set at our then-current rates. The foregoing notwithstanding, Tyler agrees that the increase in the annual maintenance shall not exceed more than 5% per year, over the prior year, for the first five (5) annual maintenance renewals.

2. Professional Services.

2.1 *Implementation and Other Professional Services (including training):* Implementation and other professional services (including training) are billed and invoiced as delivered, at the rates set forth in the Investment Summary.

2.2 *Consulting Services:* If you have purchased any Business Process Consulting services, if they have been quoted as fixed-fee services, they will be invoiced 50% upon delivery of the Best Practice Recommendations, by module, and 50% upon delivery of custom desktop procedures, by module. If you have purchased any Business Process Consulting services and they are quoted as an estimate, then we will bill you the actual services delivered on a time and materials basis.

2.3 *Conversions:* Fixed-fee conversions are invoiced 50% upon initial delivery of the converted data, by conversion option, and 50% upon Client acceptance to load the converted data into Live/Production environment, by conversion option. Where conversions are quoted as estimated, we will bill you the actual services delivered on a time and materials basis.

2.4 *Requested Modifications to the Tyler Software:* Requested modifications to the Tyler Software are invoiced 50% upon delivery of specifications and 50% upon delivery of the applicable modification.

You must report any failure of the modification to conform to the specifications within thirty (30) days of delivery; otherwise, the modification will be deemed to be in compliance with the specifications after the 30-day window has passed. You may still report Defects to us as set forth in the Maintenance and Support Agreement.

2.5 *Other Fixed Price Services:* Except as otherwise provided, other fixed price services are invoiced upon complete delivery of the service. For the avoidance of doubt, where "Project Planning Services" are provided, payment will be due upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be billed monthly in arrears, beginning on the first day of the month immediately following initiation of project planning.

2.6 *Change Management Services:* If you have purchased any change management services, those services will be invoiced in the following amounts and upon the following milestones:

Acceptance of Change Management Discovery Analysis	15%
Delivery of Change Management Plan and Strategy Presentation	10%
Acceptance of Executive Playbook	15%
Acceptance of Resistance Management Plan	15%
Acceptance of Procedural Change Communications Plan	10%
Change Management Coach Training	20%
Change Management After-Action Review	15%

3. Other Services and Fees.

3.1 *Systems Management:* Systems Management Services are invoiced on the Available Download Date. Systems Management Services will renew automatically for additional one (1) year terms at our then-current Systems Management Services fee, unless terminated in writing by either party at least thirty (30) days prior to the end of the then-current term.

3.2 *Disaster Recovery Services:* Disaster Recovery Services are invoiced annually in advance upon our receipt of your data. Disaster Recovery services will renew automatically for additional one (1) year terms at our then-current Disaster Recovery fee, unless terminated in writing by either party at least thirty (30) days prior to the end of the then-current term.

4. Third Party Products.

4.1 *Third Party Software License Fees:* License fees for Third Party Software, if any, are invoiced when we make it available to you for downloading.

4.2 *Third Party Software Maintenance:* The first year maintenance fees for the Third Party Software, if any, is invoiced when we make that Third Party Software available to you for downloading.

4.3 *Third Party Hardware:* Third Party Hardware costs, if any, are invoiced upon delivery.

5. Expenses. The service rates in the Investment Summary do not include travel expenses. Expenses will be billed as incurred and only in accordance with our then-current Business Travel Policy, plus a 10% travel agency processing fee. Our current Business Travel Policy is attached to this Exhibit B at Schedule 1. Copies of receipts will be provided upon request; we reserve the right to charge you an administrative fee depending on the extent of your requests. Receipts for miscellaneous items less than

twenty-five dollars and mileage logs are not available.

Payment. Payment for undisputed invoices is due within forty-five (45) days of the invoice date. We prefer to receive payments electronically. Our electronic payment information is:

Bank: Wells Fargo Bank, N.A.
420 Montgomery
San Francisco, CA 94104
ABA: 121000248
Account: 4124302472
Beneficiary: Tyler Technologies, Inc. – Operating



**Exhibit B
Schedule 1
Business Travel Policy**

1. Air Travel

A. Reservations & Tickets

Tyler's Travel Management Company (TMC) will provide an employee with a direct flight within two hours before or after the requested departure time, assuming that flight does not add more than three hours to the employee's total trip duration and the fare is within \$100 (each way) of the lowest logical fare. If a net savings of \$200 or more (each way) is possible through a connecting flight that is within two hours before or after the requested departure time and that does not add more than three hours to the employee's total trip duration, the connecting flight should be accepted.

Employees are encouraged to make advanced reservations to take full advantage of discount opportunities. Employees should use all reasonable efforts to make travel arrangements at least two (2) weeks in advance of commitments. A seven (7) day advance booking requirement is mandatory. When booking less than seven (7) days in advance, management approval will be required.

Except in the case of international travel where a segment of continuous air travel is six (6) or more consecutive hours in length, only economy or coach class seating is reimbursable. Employees shall not be reimbursed for "Basic Economy Fares" because these fares are non-refundable and have many restrictions that outweigh the cost-savings.

B. Baggage Fees

Reimbursement of personal baggage charges are based on trip duration as follows:

- Up to five (5) days = one (1) checked bag
- Six (6) or more days = two (2) checked bags

Baggage fees for sports equipment are not reimbursable.



2. Ground Transportation

A. Private Automobile

Mileage Allowance – Business use of an employee’s private automobile will be reimbursed at the current IRS allowable rate, plus out of pocket costs for tolls and parking. Mileage will be calculated by using the employee’s office as the starting and ending point, in compliance with IRS regulations. Employees who have been designated a home office should calculate miles from their home.

B. Rental Car

Employees are authorized to rent cars only in conjunction with air travel when cost, convenience, and the specific situation reasonably require their use. When renting a car for Tyler business, employees should select a “mid-size” or “intermediate” car. “Full” size cars may be rented when three or more employees are traveling together. Tyler carries leased vehicle coverage for business car rentals; except for employees traveling to Alaska and internationally (excluding Canada), additional insurance on the rental agreement should be declined.

C. Public Transportation

Taxi or airport limousine services may be considered when traveling in and around cities or to and from airports when less expensive means of transportation are unavailable or impractical. The actual fare plus a reasonable tip (15-18%) are reimbursable. In the case of a free hotel shuttle to the airport, tips are included in the per diem rates and will not be reimbursed separately.

D. Parking & Tolls

When parking at the airport, employees must use longer term parking areas that are measured in days as opposed to hours. Park and fly options located near some airports may also be used. For extended trips that would result in excessive parking charges, public transportation to/from the airport should be considered. Tolls will be reimbursed when receipts are presented.

3. Lodging

Tyler’s TMC will select hotel chains that are well established, reasonable in price, and conveniently located in relation to the traveler’s work assignment. Typical hotel chains include Courtyard, Fairfield Inn, Hampton Inn, and Holiday Inn Express. If the employee has a discount rate with a local hotel, the hotel reservation should note that discount and the employee should confirm the lower rate with the hotel upon arrival. Employee memberships in travel clubs such as AAA should be noted in their travel profiles so that the employee can take advantage of any lower club rates.

“No shows” or cancellation fees are not reimbursable if the employee does not comply with the hotel’s cancellation policy.

Tips for maids and other hotel staff are included in the per diem rate and are not reimbursed separately.

Employees are not authorized to reserve non-traditional short-term lodging, such as Airbnb, VRBO, and HomeAway. Employees who elect to make such reservations shall not be reimbursed.

4. Meals and Incidental Expenses

Employee meals and incidental expenses while on travel status within the continental U.S. are in accordance with the federal per diem rates published by the General Services Administration. Incidental expenses include tips to maids, hotel staff, and shuttle drivers and other minor travel expenses. Per diem rates are available at www.gsa.gov/perdiem.

Per diem for Alaska, Hawaii, U.S. protectorates and international destinations are provided separately by the Department of Defense and will be determined as required.

A. Overnight Travel

For each full day of travel, all three meals are reimbursable. Per diems on the first and last day of a trip are governed as set forth below.

Departure Day

Depart before 12:00 noon	Lunch and dinner
Depart after 12:00 noon	Dinner

Return Day

Return before 12:00 noon	Breakfast
Return between 12:00 noon & 7:00 p.m.	Breakfast and lunch
Return after 7:00 p.m.*	Breakfast, lunch and dinner

*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner.

The reimbursement rates for individual meals are calculated as a percentage of the full day per diem as follows:

Breakfast	15%
Lunch	25%
Dinner	60%

B. Same Day Travel

Employees traveling at least 100 miles to a site and returning in the same day are eligible to claim lunch on an expense report. Employees on same day travel status are eligible to claim dinner in the event they return home after 7:00 p.m.*

*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner

5. Internet Access – Hotels and Airports

Employees who travel may need to access their e-mail at night. Many hotels provide free high speed internet access and Tyler employees are encouraged to use such hotels whenever possible. If an employee's hotel charges for internet access it is reimbursable up to \$10.00 per day. Charges for internet access at airports are not reimbursable.

6. International Travel

All international flights with the exception of flights between the U.S. and Canada should be reserved through TMC using the "lowest practical coach fare" with the exception of flights that are six (6) or more consecutive hours in length. In such event, the next available seating class above coach shall be reimbursed.

When required to travel internationally for business, employees shall be reimbursed for photo fees, application fees, and execution fees when obtaining a new passport book, but fees related to passport renewals are not reimbursable. Visa application and legal fees, entry taxes and departure taxes are reimbursable.

The cost of vaccinations that are either required for travel to specific countries or suggested by the U.S. Department of Health & Human Services for travel to specific countries, is reimbursable.

Section 4, Meals & Incidental Expenses, and Section 2.b., Rental Car, shall apply to this section.



Exhibit C Maintenance and Support Agreement

We will provide you with the following maintenance and support services for the Tyler Software. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

1. **Term.** We provide maintenance and support services on an annual basis. The initial term commences on the Effective Date and remains in effect for one (1) year. The term will renew automatically for additional one (1) year terms unless terminated in writing by either party at least thirty (30) days prior to the end of the then-current term. We will adjust the term to match your first use of the Tyler Software in live production if that event precedes the one (1) year anniversary of the Effective Date.
2. **Maintenance and Support Fees.** Your year 1 maintenance and support fees for the Tyler Software are listed in the Investment Summary, and your payment obligations are set forth in the Invoicing and Payment Policy. We reserve the right to suspend maintenance and support services if you fail to pay undisputed maintenance and support fees within forty-five (45) days of our written notice. We will reinstate maintenance and support services only if you pay all past due maintenance and support fees, including all fees for the periods during which services were suspended.
3. **Maintenance and Support Services.** As long as you are not using the Help Desk as a substitute for our training services on the Tyler Software, and you timely pay your maintenance and support fees, we will, consistent with our then-current Support Call Process:
 - 3.1 perform our maintenance and support obligations in a professional, good, and workmanlike manner, consistent with industry standards, to resolve Defects in the Tyler Software (limited to the then-current version and the immediately prior version); provided, however, that if you modify the Tyler Software without our consent, our obligation to provide maintenance and support services on and warrant the Tyler Software will be void;
 - 3.2 provide telephone support during our established support hours;
 - 3.3 maintain personnel that are sufficiently trained to be familiar with the Tyler Software and Third Party Software, if any, in order to provide maintenance and support services;
 - 3.4 provide you with a copy of all major and minor releases to the Tyler Software (including updates and enhancements) that we make generally available without additional charge to customers who have a maintenance and support agreement in effect; and
 - 3.5 provide non-Defect resolution support of prior releases of the Tyler Software in accordance with our then-current release life cycle policy.
4. **Client Responsibilities.** We will use all reasonable efforts to perform any maintenance and support services



remotely. Currently, we use a third-party secure unattended connectivity tool called Bomgar, as well as GotoAssist by Citrix. Therefore, you agree to maintain a high-speed internet connection capable of connecting us to your PCs and server(s). You agree to provide us with a login account and local administrative privileges as we may reasonably require to perform remote services. We will, at our option, use the secure connection to assist with proper diagnosis and resolution, subject to any reasonably applicable security protocols. If we cannot resolve a support issue remotely, we may be required to provide onsite services. In such event, we will be responsible for our travel expenses, unless it is determined that the reason onsite support was required was a reason outside our control. Either way, you agree to provide us with full and free access to the Tyler Software, working space, adequate facilities within a reasonable distance from the equipment, and use of machines, attachments, features, or other equipment reasonably necessary for us to provide the maintenance and support services, all at no charge to us. We strongly recommend that you also maintain a VPN for backup connectivity purposes.

5. Hardware and Other Systems. If you are a self-hosted customer and, in the process of diagnosing a software support issue, it is discovered that one of your peripheral systems or other software is the cause of the issue, we will notify you so that you may contact the support agency for that peripheral system. We cannot support or maintain Third Party Products except as expressly set forth in the Agreement.

In order for us to provide the highest level of software support, you bear the following responsibility related to hardware and software:

- (a) All infrastructure executing Tyler Software shall be managed by you;
 - (b) You will maintain support contracts for all non-Tyler software associated with Tyler Software (including operating systems and database management systems, but excluding Third-Party Software, if any); and
 - (c) You will perform daily database backups and verify that those backups are successful.
6. Other Excluded Services. Maintenance and support fees do not include fees for the following services: (a) initial installation or implementation of the Tyler Software; (b) onsite maintenance and support (unless Tyler cannot remotely correct a Defect in the Tyler Software, as set forth above); (c) application design; (d) other consulting services; (e) maintenance and support of an operating system or hardware, unless you are a hosted customer; (f) support outside our normal business hours as listed in our then-current Support Call Process; or (g) installation, training services, or third party product costs related to a new release. Requested maintenance and support services such as those outlined in this section will be billed to you on a time and materials basis at our then current rates. You must request those services with at least one (1) weeks' advance notice.
 7. Current Support Call Process. Our current Support Call Process for the Tyler Software is attached to this Exhibit C at Schedule 1.



**Exhibit C
Schedule 1
Support Call Process**

Support Channels

Tyler Technologies, Inc. provides the following channels of software support:

- (1) Tyler Community – an on-line resource, Tyler Community provides a venue for all Tyler clients with current maintenance agreements to collaborate with one another, share best practices and resources, and access documentation.
- (2) On-line submission (portal) – for less urgent and functionality-based questions, users may create unlimited support incidents through the customer relationship management portal available at the Tyler Technologies website.
- (3) Email – for less urgent situations, users may submit unlimited emails directly to the software support group.
- (4) Telephone – for urgent or complex questions, users receive toll-free, unlimited telephone software support.

Support Resources

A number of additional resources are available to provide a comprehensive and complete support experience:

- (1) Tyler Website – www.tylertech.com – for accessing client tools and other information including support contact information.
- (2) Tyler Community – available through login, Tyler Community provides a venue for clients to support one another and share best practices and resources.
- (3) Knowledgebase – A fully searchable depository of thousands of documents related to procedures, best practices, release information, and job aides.
- (4) Program Updates – where development activity is made available for client consumption

Support Availability

Tyler Technologies support is available during the local business hours of 8 AM to 5 PM (Monday – Friday) across four US time zones (Pacific, Mountain, Central and Eastern). Clients may receive coverage across these time zones. Tyler’s holiday schedule is outlined below. There will be no support coverage on these days.

New Year’s Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day
Labor Day	



Issue Handling

Every support incident is logged into Tyler's Customer Relationship Management System and given a unique incident number. This system tracks the history of each incident. The incident tracking number is used to track and reference open issues when clients contact support. Clients may track incidents, using the incident number, through the portal at Tyler's website or by calling software support directly.

Each incident is assigned a priority number, which corresponds to the client's needs and deadlines. The client is responsible for reasonably setting the priority of the incident per the chart below. This chart is not intended to address every type of support incident, and certain "characteristics" may or may not apply depending on whether the Tyler software has been deployed on customer infrastructure or the Tyler cloud. The goal is to help guide the client towards clearly understanding and communicating the importance of the issue and to describe generally expected responses and resolutions.

Priority Level	Characteristics of Support Incident	Resolution Targets
1 Critical	Support incident that causes (a) complete application failure or application unavailability; (b) application failure or unavailability in one or more of the client's remote location; or (c) systemic loss of multiple essential system functions.	Tyler shall provide an initial response to Priority Level 1 incidents within one (1) business hour of receipt of the support incident. Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within one (1) business day. For non-hosted customers, Tyler's responsibility for lost or corrupted data is limited to assisting the client in restoring its last available database.
2 High	Support incident that causes (a) repeated, consistent failure of essential functionality affecting more than one user or (b) loss or corruption of data.	Tyler shall provide an initial response to Priority Level 2 incidents within four (4) business hours of receipt of the support incident. Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within ten (10) business days. For non-hosted customers, Tyler's responsibility for loss or corrupted data is limited to assisting the client in restoring its last available database.
3 Medium	Priority Level 1 incident with an existing circumvention procedure, or a Priority Level 2 incident that affects only one user or for which there is an existing circumvention procedure.	Tyler shall provide an initial response to Priority Level 3 incidents within one (1) business day of receipt of the support incident. Tyler shall use commercially reasonable efforts to resolve such support incidents without the need for a circumvention procedure with the next published maintenance update or service pack. For non-hosted customers, Tyler's responsibility for lost or corrupted data is limited to assisting the client in restoring its last available database.

Priority Level	Characteristics of Support Incident	Resolution Targets
4 Non-critical	Support incident that causes failure of non-essential functionality or a cosmetic or other issue that does not qualify as any other Priority Level.	Tyler shall provide an initial response to Priority Level 4 incidents within two (2) business days. Tyler shall use commercially reasonable efforts to resolve such support incidents, as well as cosmetic issues, with a future version release.

Support Personnel

Tyler Technology's software support consists of four levels of personnel:

- (1) Level 1: front-line representatives
- (2) Level 2: more senior in their support role, they assist front-line representatives and take on escalated issues
- (3) Level 3: assist in incident escalations and specialized client issues
- (4) Level 4: responsible for the management of support teams for either a single product or a product group

If a client feels they are not receiving the service needed, they may contact the appropriate Software Support Manager. After receiving the incident tracking number, the manager will follow up on the open issue and determine the necessary action to meet the client's needs.

On occasion, the priority or immediacy of a software support incident may change after initiation. Tyler encourages clients to communicate the level of urgency or priority of software support issues so that we can respond appropriately. A software support incident can be escalated by any of the following methods:

- (1) Telephone – for immediate response, call toll-free to either escalate an incident's priority or to escalate an issue through management channels as described above.
- (2) Email – clients can send an email to software support in order to escalate the priority of an issue
- (3) On-line Support Incident Portal – clients can also escalate the priority of an issue by logging into the client incident portal and referencing the appropriate incident tracking number.

Remote Support Tool

Some support calls require further analysis of the client's database, process or setup to diagnose a problem or to assist with a question. Tyler will, at its discretion, use an industry-standard remote support tool. Support is able to quickly connect to the client's desktop and view the site's setup, diagnose problems, or assist with screen navigation. More information about the remote support tool Tyler uses is available upon request.

15

ORDER AUTHORIZING THE REVISION OF THE DEPARTMENT OF PLANNING AND DEVELOPMENT'S FISCAL YEAR 2023 BUDGET TO MOVE FUNDS ACROSS CATEGORIES FOR THE EMERGENCY SOLUTIONS CARES ACT GRANT PROGRAM YEAR 2023

WHEREAS, the Mississippi Code Annotated, Section 21-35-25, states, 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; and

WHEREAS, there is an account line item in the Office of Housing and Community Development budget requiring Council approval to be moved across categories for the Emergency Solutions CARES Act Grant program year 2023; and

WHEREAS, this intradepartmental transfer of \$39,060.76 is in statutory compliance with Section 21-35-25 of the Mississippi Code Annotated, as amended, as there have been no other budget amendments/revisions to the Department of Planning and Development's 2022-2023 Fiscal Year Budget and this amendment/revision does not exceed ten percent (10%) of the total budget amount appropriated to the Department of Planning and Development's Fiscal Year 2022-2023 Budget; and

WHEREAS, the following funds would be revised as follows:

<u>To/From</u>	<u>Fund/Account Number</u>	<u>Amount</u>
From:	0379.71513.6742 (Stewpot ESG-CV)	\$39,060.76
To:	0379.71511.6115 (Redistributed Salary ESG-CV)	\$39,060.76

IT IS, THEREFORE, ORDERED that the Department of Planning and Development's Fiscal Year 2023 budget be revised for the Emergency Solutions CARES Act Grant program year 2023 funds in the amount of \$39,060.76 as follows:

<u>To/From</u>	<u>Fund/Account Number</u>	<u>Amount</u>
From:	0379.71513.6742 (Stewpot ESG-CV)	\$39,060.76
To:	0379.71511.6115 (Redistributed Salary ESG-CV)	\$39,060.76

Agenda Item No. 15
 May 9, 2023
 (Dotson, Lumumba)

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

DATE: 4/11/2023

	POINTS	COMMENTS
1.	Brief Description	ORDER AUTHORIZING THE REVISION OF THE DEPARTMENT OF PLANNING AND DEVELOPMENT'S FISCAL YEAR 2023 BUDGET TO MOVE FUNDS ACROSS CATEGORIES FOR THE EMERGENCY SOLUTIONS CARES ACT GRANT PROGRAM YEAR 2023
2.	Purpose	To move redistributed salary funds to correct line in budget
3.	Who will be affected?	Office of Housing & Community Development Staff Citizens of Jackson
4.	Benefits	Office of Housing & Community Development Staff Citizens of Jackson
5.	Schedule (beginning date)	Upon Council approval
6.	Location: WARD CITYWIDE (yes/no) Project limits if applicable	City of Jackson
7.	Action implemented by: City Department <u> X </u> Consultant _____	Department of Planning & Development Office of Housing & Community Development
8.	COST	\$39,060.76
9.	Source of Funding General fund _____ Grant fund <u> X </u> Bond _____ Other _____	Emergency Solutions CARES Act Grant 0379-71513-6742 Stewpot Community Services 0379-71511-6115 ESG-CV Redistributed Salary
10.	E. B.O. Participation	ABE _____ WAIVER _____ yes _____ no _____ N/A _____ AABE _____% WAIVER _____ yes _____ no _____ N/A _____ WBE _____% WAIVER _____ yes _____ no _____ N/A _____ HBE _____% WAIVER _____ yes _____ no _____ N/A _____ NABE _____% WAIVER _____ yes _____ no _____ N/A _____

**OFFICE OF HOUSING AND
COMMUNITY DEVELOPMENT**

MEMORANDUM

TO: Mayor Chokwe Lumumba
FROM: Chloe' Dotson, Director
Department of Planning and Development
CC: Valerie Tucker, Deputy Director
Office of Housing and Community Development
DATE: March 20, 2023
RE: Agenda Item for April 11, 2023

This agenda item is moving funds across categories in the Department of Planning and Development's Fiscal Year 2023 Budget. The original funded amount for Stewpot Community Services was incorrect and this agenda item is needed to correct the error and move funds to the correct line item (6115 redistributed salary) in the Emergency Solutions CARES Act Grant 2023 program year as follows:

<u>To/From</u>	<u>Fund/Account Number</u>	<u>Amount</u>
From:	0379.71513.6742 (Stewpot ESG-CV)	\$39,060.76
To:	0379.71511.6115 (Redistributed Salary ESG-CV)	\$39,060.76

Should you have any questions or need additional information, please let me know.

/sr

Office of the City Attorney

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

OFFICE OF THE CITY ATTORNEY

OFFICE OF THE CITY ATTORNEY
201
4/19/23

This ORDER AUTHORIZING THE REVISION OF THE DEPARTMENT OF PLANNING AND DEVELOPMENT'S FISCAL YEAR 2023 BUDGET TO MOVE FUNDS ACROSS CATEGORIES FOR THE EMERGENCY SOLUTIONS CARES ACT GRANT PROGRAM YEAR 2023 is legally sufficient for placement in NOVUS Agenda.



Catoria Martin, City Attorney

Kristie Metcalfe, Deputy City Attorney



4/19/23

Date

16

OFFICE OF THE CITY ATTORNEY
4/14/23
JTL

ORDER RATIFYING THE SUBMISSION OF AN APPLICATION TO THE MISSISSIPPI DEPARTMENT OF TRANSPORTATION'S MULTI-MODAL TRANSPORTATION IMPROVEMENT PROGRAM FOR FUNDING IN THE AMOUNT OF \$480,000.00 FOR THE SUPPORT OF JTRAN OPERATIONS

Whereas, the Mississippi Department of Transportation published on its website notice for Section 5311 and Section 5307 recipients that the Mississippi Department of Transportation was making 16% of the Multi-Modal Transit Improvement Program (MMTIP) allocated funds available for transit projects; and

Whereas, the deadline for submitting an application was 4:00 p.m. on March 31, 2023; and

Whereas, the purpose of the Multi-Modal Transit Improvement Program is to provide funds for priority projects which funds are not otherwise available that are important to the continued development and improvement of the state's public transportation infrastructure and have significant impact on local communities; and

Whereas, the funds cannot be used for routine administrative expenses; and

Whereas, the Mississippi Department of Transportation stated that funds will be approved on a competitive basis and not based on the number of applications received; and

Whereas, the City of Jackson has in previous years received an allocation or been awarded funds from the MMTIP; and

Whereas, the City of Jackson's Transit Division recommends that the City of Jackson ratify the application submitted for the sum of \$480,000.00 to the Mississippi Department of Transportation in order to support fueling and other operating expenses not eligible for funding provided by the Federal Transit Administration; and

Whereas, the City of Jackson's Transit Division believes that its application will be competitive and considered as a priority project; and

Whereas, the best interest of the City of Jackson would be served by applying for funding in the amount of \$480,000.00; and

IT IS THEREFORE ORDERED that the application submitted to the Mississippi Department of Transportation MMTIP for funding in the amount of \$480,000.00 is ratified.

Agenda Item No. 16
May 9, 2023
(Dotson, Lumumba)

IT IS FURTHER ORDERED that if funds are awarded to the City of Jackson by the Mississippi Department of Transportation, the Mayor shall be authorized to accept the funds received, execute documents and agreements required for receipt of funds and submit financial reports concerning the receipt and expenditure of the monies.


Item# _____
Agenda Date: 04/25/2023
By: (Dotson, Lumumba)


CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET DATE: 3/28/2023

POINTS		COMMENTS
1.	Brief Description/Purpose	ORDER AUTHORIZING THE SUBMISSION OF AN APPLICATION TO THE MISSISSIPPI DEPARTMENT OF TRANSPORTATION'S MULTI-MODAL TRANSPORTATION IMPROVEMENT PROGRAM FOR FUNDING IN THE AMOUNT OF \$480,000.00 FOR THE SUPPORT OF JTRAN OPERATIONS
2.	Public Policy Initiative 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure & Transportation 7. Quality of Life	6. Infrastructure & Transportation.
3.	Who will be affected	All residents and visitors of the City of Jackson.
4.	Benefits	This grant will be used for the support of operating expenses of City's public transit system.
5.	Schedule (beginning date)	October 1, 2023 to September 30, 2024
6.	Location:	Department of Planning & Development/Transit Services Division/All wards
7.	Action implemented by: City Department	Department of Planning & Development Transit Services Division.
8.	COST	\$0.00
9.	Source of Funding General Fund Grant Bond Other	n/a
10.	EBO participation	ABE ___% WAIVER yes ___ no ___ N/A ___X___ AABE ___% WAIVER yes ___ no ___ N/A ___X___ WBE ___% WAIVER yes ___ no ___ N/A ___X___ HBE ___% WAIVER yes ___ no ___ N/A ___X___ NABE ___% WAIVER yes ___ no ___ N/A ___X___

MEMORANDUM

TO: Chokwe A. Lumumba, Mayor

THRU: Chloe Dotson, Director
Planning & Development 

FROM: Christine Welch, Deputy Director
Office of Transportation 

DATE: March 7, 2023

RE: Agenda Item for March 28, 2023 City Council Meeting

The attached agenda item authorizes the City Council to authorize an application to be submitted by the Transit Services Division and authorize the Mayor or designee to execute grant agreements and related documents in the amount of \$480,000 to receive state funds from the Mississippi Department of Transportation (MDOT) Multimodal Transportation Improvement Fund. These grant funds represent state allocations from fiscal year 2024.

As the recipient of the funds, the City of Jackson agrees that said funds will be used for other operation expenses, which is not covered by the Federal Transit Administration (FTA). The City will use these funds to match existing Federal Transit Administration (FTA) funds provided to support transit operations.

The City has received these funds from MDOT in prior years to cover JTRAN's fueling and operating expenses.

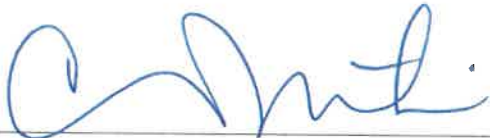
It is the recommendation of this department that this application submittal be approved. If you have any questions, please call Christine Welch, Deputy Director, Office of Transportation at (601) 960-1909 or e-mail cwelch@jacksonms.gov.

Office of the City Attorney

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OFFICE OF THE CITY ATTORNEY

This ORDER RATIFYING THE SUBMISSION OF AN APPLICATION TO THE MISSISSIPPI DEPARTMENT OF TRANSPORTATION'S MULTI-MODAL TRANSPORTATION IMPROVEMENT PROGRAM FOR FUNDING IN THE AMOUNT OF \$480,000.00 FOR THE SUPPORT OF JTRAN OPERATIONS is legally sufficient for placement in NOVUS Agenda.



Catoria Martin, *City Attorney*

Kristie Metcalfe, *Deputy City Attorney*



5/1/23

Date

OFFICE OF THE CITY ATTORNEY
5/1/23

17

OFFICE OF THE CITY ATTORNEY
H. J. Hall
H. J. Hall

ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AMENDMENT, CHANGE ORDERS#1-4 AND RELATED DOCUMENTS TO THE AGREEMENT WITH GCW PAVEMENT SERVICES TO COMPLETE THE BUS STOP IMPROVEMENT PROGRAM OF THE JACKSON PUBLIC TRANSPORTATION SYSTEM (JTRAN)

WHEREAS, the City of Jackson, Mississippi ("City"), determined that it was in the City's best interest to seek a construction company for the bus stop improvement project of the City's public transit system; and

WHEREAS, on March 22, 2022, Minute Book 6U, pages 555-556, the governing authorities authorized the Mayor to execute an agreement with GCW Pavement Services to provide construction of the bus stop improvement project at a total cost not to exceed four hundred seventy-two thousand fifty-three dollars and one cent (\$472,053.01); and

WHEREAS, on December 6, 2022, Minute Book 6W, pages 425-426, the governing authorities authorized the Mayor to extend the agreement to March 31, 2023 with GCW Pavement Services to provide construction of the bus stop improvement project at a total cost not to exceed four hundred seventy-two thousand fifty-three dollars and one cent (\$472,053.01); and

WHEREAS, due to additional unforeseen site work, Transit Services is requesting an extension to the contract through June 30, 2023; and

WHEREAS, during construction, multiple issues were identified that require a change order to correct; and

WHEREAS, Change Orders#1-4 resulted in an increased amount not to exceed twenty-two thousand six hundred twelve dollars and twenty-seven cents (\$22,612.27); and

WHEREAS, for all work to be completed in accordance with the contract documents, minor modifications to the existing plans were required and description of each change listed below; and

Change Order#1: This was necessary due to extra work required at the UMMC location on North State Street (east side) in order for the shelter pad and sidewalk to meet slop tolerances (\$5,822.23).

Change Order#2: This was necessary due to extra work required at the Wal-Mart site due to unstable soil conditions (\$6,750.91).

Change Order#3: This was necessary due to extra work required at the Fortification Street site on North State to provide for modification to accommodate wheelchair access (\$4,189.13).

Change Order#4: This was necessary due to extra work required at the base of the column posts and brace posts (\$5,850.00).

Agenda Item No. 17
May 9, 2023
(Dotson, Lumumba)

IT IS, THEREFORE, ORDERED that the governing authorities hereby authorizes the Mayor to execute an amendment, change orders#1-4 and related documents to the agreement with GCW Pavement Services increasing the contract by an amount not to exceed twenty -two thousand six hundred twelve dollars and twenty-seven cents (\$22,612.27) with eighty percent (80%) of the cost or eighteen thousand eighty-nine dollars and eighty-two cents (\$18,089.82) to be paid by the Federal Transit Administration and twenty percent (20%) or four thousand five hundred twenty-two dollars and forty-five cents (\$4,522.45) from local match from FY2023 Transit Budget and extending the contract period to June 30, 2023.

Item No.: _____
Agenda Date: May 9, 2023
By: (Dotson, Lumumba)

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET DATE 4/25/2023

POINTS		COMMENTS
1.	Brief Description/Purpose	ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AMENDMENT, CHANGE ORDERS#1-4 AND RELATED DOCUMENTS TO THE AGREEMENT WITH GCW PAVEMENT SERVICES TO COMPLETE THE BUS STOP IMPROVEMENT PROGRAM OF THE JACKSON PUBLIC TRANSPORTATION SYSTEM (JTRAN)
2.	Public Policy Initiative 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure & Transportation 7. Quality of Life	6. Infrastructure & Transportation.
3.	Who will be affected	Residents and visitors of JAMF
4.	Benefits	Residents and visitors of JAMF
5.	Schedule (beginning date)	3/21/2023
6.	Location:	Department of Planning & Development/Office of Transportation/All wards
7.	Action implemented by: City Department	Department of Planning & Development Office of Transportation
8.	COST	\$22,612.27
9.	Source of Funding General Fund x Grant x Bond Other	Total Cost: \$22,612.27 Acct#: 187.565.30.6824 (Federal: \$18,089.82/Local: \$4,522.45) Grant MS.90.X081-01/ALI 11.32.10, 11.31.10, 11.34.01 FUNDS WILL BE ENCUMBRANCED UNDER CONTRACT#2022480
10.	EBO participation	ABE ___% WAIVER yes ___ no ___ N/A ___X___ AABE ___% WAIVER yes ___ no ___ N/A ___X___ WBE ___% WAIVER yes ___ no ___ N/A ___X___ HBE ___% WAIVER yes ___ no ___ N/A ___X___ NABE ___% WAIVER yes ___ no ___ N/A ___X___

MEMORANDUM

TO: Chokwe A. Lumumba, Mayor

THRU: Chloe Dotson, Director
Department of Planning & Development

FROM: Christine Welch, Deputy Director *cfw*
Office of Transportation

DATE: April 6, 2023

RE: Agenda Item for April 28, 2023 City Council Meeting

The attached agenda item authorizes the Mayor to extend the Agreement and Change Orders#1-4 with GCW Pavement Services for bus stop improvement for the City's Public Transit System-JTRAN with cost not to exceed \$22,612.27.

The City council order authorizing approval of the contract was on March 22, 2022 and extension#1 was on December 6, 2022.

If you have any questions, please call Christine Welch, Deputy Director, Department of Planning and Development/Office of Transportation at (601) 960-1909 or e-mail cwelch@city.jackson.ms.us.

Office of the City Attorney

455 East Capitol Street
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Telephone (601) 960-1799
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OFFICE OF THE CITY ATTORNEY
4/26/23
KDC

OFFICE OF THE CITY ATTORNEY

This ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AMENDMENT, CHANGE ORDERS# 1-4 AND RELATED DOCUMENTS TO THE AGREEMENT WITH GCW PAVEMENT SERVICES TO COMPLETE THE BUS STOP IMPROVEMENT PROGRAM OF THE JACKSON PUBLIC TRANSPORTATION SYSTEM (JTRAN) is legally sufficient for placement in NOVUS Agenda.



Catoria Martin, *City Attorney*

Kristie Metcalfe, *Deputy City Attorney*



4/28/23
Date

18

ORDER AUTHORIZING THE MAYOR TO EXECUTE A LEASE AND RELATED DOCUMENTS WITH WESTLAND SHOPPING CENTER, L.P. TO LEASE OFFICE SPACE FOR THE JACKSON POLICE DEPARTMENT, POLICE PRECINCT NO. 2.

WHEREAS, the Jackson Police Department, Precinct No. 2 is currently housed in the Metrocenter Mall; and

WHEREAS, the Metrocenter Mall is in a consistent state of disrepair, and Precinct No. 2 is in need of an alternate location; and

WHEREAS, the Jackson Police Department recommends to the governing authorities for the City of Jackson that the Mayor be authorized to execute a Lease agreement with Westland Shopping Center, L.P., represented by its General Partner, Westland SC GP, Inc., having an address at c/o Stirling Properties, LLC, 109 Northpark Boulevard, Suite 300, Covington, Louisiana 70433 ("Landlord") to relocate Precinct No. 2 to the Westland Plaza Shopping Center located at the corner of Ellis Avenue and Robinson Road; and

WHEREAS, the Jackson Police Department proposes that the City enter into a 60-month lease that will automatically renew for 60 months in month 61, under the same terms and conditions, unless the City of Jackson gives the Landlord one hundred eighty (180) days advance notice of termination; and

WHEREAS, the minimum annual rent is set at \$19.55 per square foot, which is \$9,151.03 per month for the first period of 60 months for 5,617 square feet of rentable space, and if the Lease agreement is renewed for an additional 60 months, the minimum annual rent is set at \$21.05 per square foot, which is \$9,853.15 per month, which includes operating construction, and common area maintenance costs; and

WHEREAS, the leased premises will be used solely for an office for the Jackson Police Department, Precinct No. 2; therefore, the Landlord will perform the work in Exhibit A for the benefit of the City of Jackson at a cost not to exceed \$530,000.00; and

WHEREAS, the cost of construction is included in the rental payment over the period of the Lease, however should the City of Jackson terminate the Lease prior to the expiration of a ten (10) year term, then the City shall repay the Landlord at a zero percent (0%) amortized rate; and

WHEREAS, while this work is being performed, the Landlord will provide a temporary space for Precinct No. 2 to conduct its operations at no additional charge to the City of Jackson, which is also located in the Westland Plaza Shopping Center; and

WHEREAS, the City will be responsible for paying all utilities, including water rates, and charges, all sewer rates and all charges for electricity, gas, steam, hot and/or chilled water, air conditioning, ventilating, lighting systems, and any other utility supplied to the premises; and

Agenda Item No. 18
May 9, 2023
(Dotson, Lumumba)

WHEREAS, it is expressly understood and agreed that the obligation of the City of Jackson to proceed under this Lease 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 Lease 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 the Landlord to terminate this Lease without damage, penalty, cost or expenses to the City of any kind whatsoever, other than payment for services rendered prior to receiving written notice. The effective date of termination shall be as specified in the notice of termination; and

WHEREAS, it is understood that this Lease requires approval by the governing authorities for the City of Jackson and, if it is not approved, then it is void and no payment shall be made; and

WHEREAS, in the event that Landlord or the City of Jackson is delayed or hindered in or prevented from doing or performing any act or thing required hereunder by reason of strike, lock-outs, casualties, Acts of God, labor troubles, terrorism, inability to procure materials, failure of power, governmental laws or regulations, riots, insurrection, war or other causes beyond the reasonable control of Landlord or City of Jackson, then neither Landlord nor City of Jackson shall be liable or responsible for any such delays and the doing or performing of such act or thing shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.

IT IS THEREFORE ORDERED, that the Mayor is authorized to execute a Lease and related documents with Westland Shopping Center, L.P., represented by its General Partner, Westland SC GP, Inc., to relocate the Jackson Police Department Precinct No. 2 to the Westland Plaza Shopping Center from the Metrocenter Mall.

IT IS FURTHER ORDERED, that the Jackson Police Department shall make rental payments as outlined in this order and the Lease agreement.

Item# _____
Agenda Date: May 9th, 2023
By: (Dotson, Lumumba)

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

DATE: May 9th, 2023

1.	Brief Description/Purpose	ORDER AUTHORIZING THE MAYOR TO EXECUTE A LEASE AND RELATED DOCUMENTS WITH WESTLAND SHOPPING CENTER, L.P. TO LEASE OFFICE SPACE FOR THE JACKSON POLICE DEPARTMENT, POLICE PRECINCT NO. 2.						
2.	Public Policy Initiative 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	2. Crime Prevention 7. Quality of Life						
3.	Who will be affected	City of Jackson						
4.	Benefits	Police Protection and Enforcement of the law						
5.	Schedule (beginning date)	Upon Approval						
6.	Location: ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable	Citywide						
7.	<input type="checkbox"/> Action implemented by: <input type="checkbox"/> City Department <input type="checkbox"/> Consultant	Planning and Development for Jackson Police Department						
8.	COST	None						
9.	<input type="checkbox"/> Source of Funding <input type="checkbox"/> General Fund <input type="checkbox"/> Grant <input type="checkbox"/> Bond <input type="checkbox"/> Other	JPD Fund 00144242-6923						
10.	EBO participation	ABE	_____ %	WAIVER	yes _____	no _____	N/A	<u> X </u>
		AABE	_____ %	WAIVER	yes _____	no _____	N/A	<u> X </u>
		WBE	_____ %	WAIVER	yes _____	no _____	N/A	<u> X </u>
		HBE	_____ %	WAIVER	yes _____	no _____	N/A	<u> X </u>
		NABE	_____ %	WAIVER	yes _____	no _____	N/A	<u> X </u>



MEMORANDUM

TO: Mayor Chokwe Lumumba

FROM: Chloe Dotson – Director of Planning

DATE: May 4th 2023

RE: **ORDER AUTHORIZING THE MAYOR TO EXECUTE A LEASE AND RELATED DOCUMENTS WITH WESTLAND SHOPPING CENTER, L.P. TO LEASE OFFICE SPACE FOR THE JACKSON POLICE DEPARTMENT, POLICE PRECINCT NO. 2.**

The agenda item which accompanies this memo requests that the City Council authorize the Mayor execute a Lease for office space for the Jackson Police Department, Police Precinct No. 2 with Westland Shopping Center, L.P., represented by its General Partner, Westland SC GP, Inc., having an address at c/o Stirling Properties, LLC, 109 Northpark Boulevard, Suite 300, Covington, Louisiana 70433 (“Landlord”).

The intent of this agenda item is to relocate Precinct No. 2 to the Westland Plaza Shopping Center located at the corner of Ellis Avenue and Robinson Road from the current location of the Metro Mall.

It is imperative that the City of Jackson Police Department, Police Precinct No. 2 has a safe and secure environment to effectively uphold law and order for the City of Jackson and its residents. This Lease will provide the necessary accommodations needed to continue operations of Jackson Police Department, Police Precinct No. 2.

If you have any questions, please reach out to me directly at cdotson@jacksonms.gov.

Office of the City Attorney

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

OFFICE OF THE CITY ATTORNEY

This **ORDER AUTHORIZING THE MAYOR TO EXECUTE A LEASE AND RELATED DOCUMENTS WITH WESTLAND SHOPPING CENTER, L.P. TO LEASE OFFICE SPACE FOR THE JACKSON POLICE DEPARTMENT, POLICE PRECINCT NO.2** is legally sufficient for placement in NOVUS Agenda.



Catoria Martin, *City Attorney*

Sondra Moncure, *Deputy City Attorney* A.M.

5/5/23
Date

OFFICE OF THE CITY ATTORNEY
A.M. 5/5/23

**633 NORTH STATE STREET
COMMERCIAL OFFICE LEASE**

THIS COMMERCIAL OFFICE LEASE (this “**Lease**”) is entered into effective as of _____, 2022 (the “**Effective Date**”), between **JACKSON-NORTH STATE, LLC** a Mississippi limited liability company (hereinafter “**Landlord**”), and the **CITY OF JACKSON, MISSISSIPPI**, a body corporate and politic of the State of Mississippi (hereinafter “**Tenant**”). The terms “**Landlord**” and “**Tenant**” shall include, whenever the context admits or requires, singular or plural, the heirs, legal representatives, successors and assigns of the respective parties, as expressly authorized by law.

RECITALS

WHEREAS, Landlord is the owner of an office building located at 633 North State Street, Jackson, Mississippi 39202 (as also defined below, the “**Building**”);

WHEREAS, Tenant desires to lease space in the Building, and Landlord and Tenant each desire to enter into this Lease upon the terms and conditions contained herein.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein, Landlord and Tenant agree as follows:

DRAFT

1. Terms and Definitions. The following definitions and terms apply to this Lease (other words are defined elsewhere in the text of this Lease):

(a) “**Additional Rent**” shall mean the additional rent payable by Tenant to Landlord in accordance with Sections 6(b) and 6(c) hereof.

(b) “**Base Rent**”: shall mean the following monthly installments payable by Tenant to Landlord according to the provisions hereof:

Initial Term	Months 1-60	\$36,229.17monthly
Autorenewal Term	Months 61-120	\$39,852.08 monthly

The above monthly base rent amounts are estimated based upon the Rentable Area of Premises set forth in Section 1(n) below and are subject to confirmation of such measurement (\$12.50 per RSF for months 1-60 and \$13.75 per RSF for months 61-120). The Autorenewal Term will automatically commence in month sixty-one (61), under the same terms and conditions, with the exception of Base Rent, as the Initial Term, unless Tenant gives Landlord one hundred eighty (180) days advance notice of termination.

(c) “**Building**”: shall mean the office building located at 633 North State Street, Jackson, Mississippi 39202.

(d) **“Building Systems”**: shall mean the mechanical, electrical, plumbing, sanitary, heating, ventilation and air conditioning (“**HVAC**”), life-safety, elevator and other service systems or facilities of the Building up to the point of connection of localized distribution to the Premises.

(e) **“Commencement Date”**: Subject to and upon the terms and conditions set forth herein, the Commencement Date of this Lease shall be the earlier of (i) the date Tenant takes possession of all or a material portion of the Premises on any floor for the purpose of conducting Tenant’s business; or (ii) the delivery of the Premises to Tenant after the substantial completion of the Initial Building/Premises Improvements, subject to completion of punch list items. The Landlord agrees that should all or part of the Premises not be prepared for occupancy on or before the Commencement Date, the base rent will be prorated accordingly, provided the delay is not solely caused by Tenant.

(f) **“Common Areas”**: shall mean any areas of the Building designated by Landlord from time to time for the common use of all tenants and occupants of the Building.

(g) **“Expiration Date”**: shall mean midnight local time on the last day of the Initial Term or midnight local time on the last day of the Autorenewal Term

(h) **“Initial Building/Premises Improvements”**: shall mean the improvements to be made by Landlord to the Building and Premises for the benefit of the Tenant in accordance with the Plans and Specifications.

(i) **“Laws”** shall mean any and all laws, ordinances, rules, regulations and building and other codes of any governmental or quasi-governmental entity or authority (“**Governmental Authority**”) applicable to the subject matter hereof, including, without limitation, all Laws relating to disabilities, health, safety or the environment.

(j) **“Parking Spaces”**: shall mean the one hundred seventy-two (172) unreserved parking spaces, being all of the parking spaces in the Building parking lot. Tenant shall be allocated a pro-rata number of parking spaces based upon the square footage of space leased. Of that number allocated to Tenant, Landlord understands Tenant will have two (2) spaces reserved. The remainder of the allocated spaces to Tenants will be on a first come first serve basis.

(k) **“Plans and Specifications”** shall mean the plans and specifications for the design and construction of the Initial Building/Premises Improvements attached as **Exhibit E**.

(l) **“Premises”**: shall mean all of the third, fourth and fifth floors of the Building, excluding Common Areas, if any, located on such floors, as well a pro-rata portion of the first floor and an allocated portion of the second floor where the Tenant’s computer servers are to be kept (“**Server Room**”).

(m) **“Rentable Area of Building”**: shall be approximately **56,350** rentable square feet (“**RSF**”) with the exact area to be determined by Landlord in accordance with ANSI/BOMA Z65.1-1996 Standard Method for Measuring Floor Area in Office Buildings, as thereafter

approved by Tenant, which approval shall not be unreasonably delayed or withheld, and acknowledged by both parties in the confirmation certificate attached as **Exhibit C**.

(n) **“Rentable Area of Premises”**: shall be approximately **34,780** rentable square feet (“RSF”) with the exact area to be determined by Landlord in accordance with ANSI/BOMA Z65.1-1996 Standard Method for Measuring Floor Area in Office Buildings, as thereafter approved by Tenant, which approval shall not be unreasonably delayed or withheld, and acknowledged by both parties in the confirmation certificate attached as **Exhibit C**.

(o) **“Tenant’s Pro-rata Share”**: shall mean Tenant’s pro-rata share to be determined by dividing the Rentable Area of Premises by the Rentable Area of Building and is estimated to be 61.72%, but shall be finally calculated after the both such areas have been finally determined as set forth herein.

(p) **“Term”**: shall mean an initial period of sixty (60) months beginning on the Commencement Date and expiring at midnight local time. Thereafter, unless Tenant has notified Landlord of termination of the Lease on or before one hundred eighty (180) days of the initial period expiration, the Lease will automatically renew for a period of sixty (60) months expiring at midnight local time on the Expiration Date.

Landlord and Tenant shall confirm the Base Rent, the Commencement Date, the Expiration Date of each Term, the Rentable Area of Building, the Rentable Area of Premises and the Tenant’s Pro-rata Share in writing within thirty (30) days of the actual Commencement Date pursuant to the form acknowledgment attached as **Exhibit A**.

DRAFT

2. Premises and Building. Subject to and in accordance with the provisions hereof, Landlord leases to Tenant and Tenant leases from Landlord the Premises as designated on **Exhibit A**. Tenant shall have the right to use 90 parking spaces, with two (2) of them reserved and the remainder on a first-come, first-served basis and their employees, and any invitees and visitors to the Building. The Rentable Area of Building and the Rentable Area of Premises for all purposes shall be as set forth in **Exhibit C**. Tenant shall also have the non-exclusive right, subject to the terms hereof, to use the Common Areas of the Building. Tenant, and its employees, agents and invitees, shall not have access to (and shall not attempt to access) areas of the Building which are not included in the Premises, including, without limitation, the second (2nd) floor other than the Server Room, sixth (6th) floor, and the roof of the Building.

3. Condition of Premises and Building. Tenant acknowledges that Landlord will be deemed to have delivered possession of the Premises to Tenant on the Commencement Date, in its “as is” present condition, with no warranties of any kind concerning the condition or character of the Premises, including, without limitation, any warranty as to (i) the absence of latent or apparent defects in the Premises; (ii) the compliance of the Premises with any applicable Laws (At the time of occupancy, Landlord has no knowledge of non-compliance with any applicable Laws); (iii) the absence of any mold or similar health hazards in the Premises (At the time of occupancy, Landlord has no knowledge of any mold or similar health hazards in the Premises); or (iv) the suitability or fitness of the Premises for the conduct of Tenant’s contemplated use or for any other purpose. Except as otherwise provided in this Lease, Landlord has not agreed to undertake any alterations or construct any improvements to the Premises. Tenant reserves the right to independently inspect

the premises prior to occupancy and to terminate this Lease within sixty (60) days of inspection, due to any latent or apparent defects in the Premises that are not cured. The Tenant shall provide written notice of any defects discovered during the inspection to the Landlord immediately. The Tenant acknowledges that it has had the opportunity to conduct such investigation and study on and of the Premises as it deems necessary for its contemplated use and occupancy under this Lease.

4. **Authorized Use.** The Premises shall only be used for professional offices of Tenant, including Tenant's in-house clinic facilities, and may not be used for any other purpose, including, without limitation, retail or residential use, without the prior express written consent of Landlord, which may be withheld in Landlord's sole discretion.

5. **Term.** The Term of this Lease is stated in Section 1(p). Tenant shall have two (2) options to extend the Term for an additional five (5) years each in accordance with the renewal option set forth in **Exhibit D** (the "**Renewal Option**").

6. **Rent, Operating Expenses And Other Charges.**

(a) **Base Rent.** The City of Jackson requires all recipients of public funds to submit invoices electronically throughout the term of any Agreement. Invoice for the initial payment of Base Rent shall be submitted immediately upon Tenant's occupancy of the Premises and shall be paid within five (5) days of receipt. All invoices for Base Rent payments submitted thereafter shall be paid by Tenant on or before the fifteenth (15th) day of each month, without prior notice (invoice) or prior demand, offset or deduction. Tenant shall pay Base Rent to Landlord in monthly installments commencing on or before the forty-fifth (45th) day after Commencement Date and continuing on the fifteenth (15th) day of each month during the Term, provided that if the Premises are not prepared for full occupancy on or before the Commencement Date, the corresponding monthly payments of Base Rent shall be prorated based on the amount of RSF available for occupancy per calendar month until such time as Tenant is fully occupying the Premises.. All invoices for Base Rent payments submitted thereafter shall be paid by Tenant on or before the fifteenth (15th) day of each month, without prior notice (invoice) or prior demand.

(b) **Tenant Improvement Additional Rent.** Any Tenant Improvement Additional Rent, determined in accordance with Section 7 below, shall be paid by Tenant on the fifteenth (15th) day of each month, without prior notice (invoice), prior demand, offset or deduction, in monthly installments commencing on the Commencement Date and continuing on the fifteenth (15th) day of each month during the first five (5) years of the Term.

(c) **Tenant's Payment of Excess Operating Expenses.** Tenant shall pay to Landlord Tenant's Pro-rata Share of Landlord's Operating Expenses (as defined in Section 6(d) below) incurred by Landlord and which, on an annual basis, exceed Three and 65/100 Dollars (\$3.65) per square foot of the Rentable Area of Building. Tenant's Pro-rata Share of Landlord's Operating Expenses, any Tenant Improvement Additional Rent and all interest, late charges, fees, charges and other amounts

payable by Tenant under this Lease other than Base Rent are called “**Additional Rent.**” The term “**Rent**” shall mean Base Rent and Additional Rent. Landlord shall deliver a statement providing the amount of Tenant’s Pro-rata Share of Landlord’s Operating Expenses for each calendar year of the Term by February 28th of the following year, and Tenant shall pay such amount to Landlord on or before April 30th of the following year, and shall be payable at Landlord’s address set forth in Section 25 below.

- (d) **Landlord’s Operating Expenses.** Landlord shall pay, during the term of this Lease and any extended term hereof, all taxes, assessments, obligations, levies, fees, charges, costs, expenses and other obligations in connection with the ownership, use, operation, leasing, maintenance, repairs and replacement of the Building during the Term (collectively, “**Landlord’s Operating Expenses**”). The phrase “**Landlord’s Operating Expenses**” as used in this Lease shall mean all of the costs and expenses of Landlord incurred in connection with the ownership, use, operation, leasing, maintenance, repairs and replacement of the Building, including, but without limitation, the following: (1) real estate taxes and personal property taxes attributed to the operation of the Building (and any tax levied in whole or in part in lieu of real estate taxes); (2) consulting, administrative services, accounting, legal, maintenance, and other services as they relate to the operation and administration of the Building; (3) costs of operating the Building, except as otherwise provided for herein, and management fees and expenses; (4) utilization and maintenance of power, water, gas, alarm and life safety systems, mechanical, electrical and plumbing systems and other utilities not paid by Tenant under the terms of this Lease; (5) maintenance and repairs, including the cost of associated supplies and materials; (6) premiums and other charges for insurance (including any deductible) obtained with respect to the Building (including all insurance as is customarily carried by operators of office buildings of similar age and size in the Jackson, Mississippi area); (7) maintenance of landscaping and grounds of the Building; (8) maintenance and operation of the Parking Spaces (Tenant will be responsible for policing its allocated parking spaces); (9) license, permit and inspection fees; (10) the cost of any capital improvements that are made to the Building by Landlord (which may be amortized over a reasonable period of time at the discretion of the Landlord); (11) any other costs, charges, and expenses that under generally accepted accounting principles would be regarded as maintenance, and operating expenses; and (12) the cost of repairs, refurbishing, restoration, and general maintenance, including, without limitation, the cost of tools, machinery, equipment, Landlord’s personal property and other necessary improvements to the Building that are capitalized on the books of Landlord and in the sole discretion of Landlord are either: (i) reasonably necessary or required for the operation and maintenance of the Building; or (ii) reasonably necessary to maintain the Building in a manner which is consistent with office buildings of similar age and size in the Jackson, Mississippi area, but excluding those items described in Sections 6(e) and 9 below.
- (e) Notwithstanding anything contained herein to the contrary, Landlord’s Operating Expenses shall exclude: (1) finders’ fees and real estate brokers’ commissions; (2)

ground lease payments, mortgage principal, interest, Building depreciation, or debt amortization; (3) costs of excess or additional services provided to any tenant in the Building that are directly billed to such tenant; (4) the cost of repairs due to casualty or condemnation that are actually reimbursed by third parties or other casualty insurance carriers; (5) any income, estate, inheritance, or other transfer tax and any excess profit, franchise, or similar taxes on Landlord's business; and (6) any fines or penalties imposed due to Landlord's actions or omissions with respect to any governmental rule or authority.

7. **Initial Building/Premises Improvements.** Prior to the Commencement Date, Landlord shall , (i) install new flooring of each floor of the Premises, (ii) build out space for clinic facilities, per plans and specifications on Exhibit E, costs of which will be reimbursed by Tenant, (iii) paint the walls of each floor of the Premises, (iv) install partial lighting upgrades in the Premises and the Building, (v) install replacement plumbing fixtures, , and (vii) any additional improvements to the Premises which are requested by Tenant and approved by Landlord (collectively, the “**Initial Building/Premises Improvements**”). The construction of the Initial Building/Premises Improvements shall be undertaken and overseen by Landlord in accordance with the plans and specifications attached hereto as **Exhibit E** and which have been approved by Landlord and, to the extent applicable to the Premises, by Tenant, with such approval to not have been unreasonably withheld, conditioned or delayed (as approved, the “**Plans and Specifications**”) and otherwise in accordance with the terms and conditions of this Lease. Landlord shall pay Three Hundred Fifty Thousand Dollars (\$350,000.00) for the construction of the Initial Building/Premises Improvements (the “**Landlord Improvement Allowance**”). Tenant shall be responsible for any cost of the construction of the Initial Building/Premises Improvements which are in excess of the Landlord Improvement Allowance.

Notwithstanding the expenditure of the Three Hundred Fifty Thousand Dollars (\$350,000.00), Tenant understands and agrees that Landlord will expend funds in an amount not to exceed \$100,000.00, unless agreed to by Landlord in writing, to build out space for clinic facilities that will be Tenant specific tenant improvements. Tenant agrees to reimburse Landlord for these expenditures as additional payments spread out over the course of the Initial Term (as that term is defined in paragraph 1(p) above). The actual amount of funds expended will be communicated to Tenant prior to the Commencement Date and date of occupancy or as soon thereafter as practicable. The actual amount will be divided equally over the number of months in the Initial Term (i.e. sixty (60) months). Tenant agrees that should it terminate this Lease prior to the expiration of the Initial Term that Landlord will suffer damage in the amount still owing to Landlord for the Tenant’s clinic facilities, which are specific tenant improvements. Tenant agrees that should it terminate the Lease prior to the expiration of the Initial Term, as defined herein, Tenant shall owe to Landlord the amount remaining to be paid for the clinic facilities with said amount due and payable to Landlord forty-five (45) days from the notice of termination given to Landlord. Tenant and Landlord agree that this is not a termination fee, but is based solely on the amount Tenant will owe to Landlord for the tenant specific improvement build out for the Tenant’s onsite clinic facilities.

No delay in the completion of the Initial Building/Premises Improvements or in the delivery of the Premises to Tenant hereunder shall allow either Landlord or Tenant to terminate or otherwise limit its respective obligations under this Lease, and both Landlord and Tenant agree to cooperate with

one another in order to complete the Initial Building/Premises Improvements and to otherwise deliver and accept the Premises in accordance with this Lease.

8. Maintenance and Repair. Landlord shall be required to make such improvements, repairs or replacements, at Landlord's expense, as may be necessary to maintain the Building in a state of tenantable repair, for normal maintenance of the Building Systems and structural components of the Building serving the Premises, the exterior and the structural portions of the Building and the Common Areas in a manner consistent with office buildings of a similar age and size in the Jackson, Mississippi area. The maintenance and repairs to be performed by Landlord hereunder shall be Landlord's Operating Expense, unless the need for such maintenance or repairs was caused by the negligence or willful misconduct of Tenant, its members, employees, agents, contractors or invitees, in which event Tenant shall reimburse Landlord for the cost of such maintenance or repairs, except where such maintenance or repair is covered under any insurance policy of the Landlord. To the extent such maintenance or repair was caused by the negligence or willful misconduct of Tenant, its members, employees, agents, contractors or invitees, and is covered under any insurance policy of the Landlord, the Tenant shall be responsible for any subrogation claims. Except to the extent that Landlord is obligated to restore and repair the Premises pursuant to Section 19, Tenant, shall maintain and repair the Premises and otherwise keep the Premises in good order and repair. Any repair or maintenance by Tenant shall be undertaken in accordance with the provisions and requirements of Section 13. Landlord is not responsible for replacing and/or repairing Tenant's fixtures or improvements, or fixtures except for those items, if any, covered by a current warranty in favor of Landlord. Landlord shall supply at Landlord's expense all filters, mechanical cleaning agents, and parts for the heating and cooling equipment and, at the time of occupancy, all bulbs, lamps, tubes and starters needed for light fixtures. Maintenance and repair of light fixtures after occupancy shall be the responsibility of Tenant. All repairs at Landlord's expense shall include, but not be limited to (1) keeping the heating and cooling equipment operational in similar manner as that on the date of occupancy; (2) maintaining elevators in condition that continues to comply with all state, federal and local laws, comparable to when inspected and approved on the date of occupancy so as to operate legally and safely; (3) maintaining all doors, locks and windows to operate properly (any additional locks, such as magnetic access, badge keys, etc. shall be the responsibility of Tenant); (4) maintaining all electrical equipment and plumbing pipes and fixtures to operate properly; (5) maintaining all fire and safety equipment in a like manner that continues to comply with all state, federal and local laws, as when inspected and approved by the Fire Marshall; and (6) maintaining the roof and exterior of building to prevent any water leaks, damage or growth of mold. Should, at any time during the term of this Lease, hazardous material, chemical, or odor be discovered in the Building in amounts determined to be harmful to human health and safety, the Landlord will have thirty (30) days from the date of written notice by the Tenant to satisfactorily dispose of the hazardous material, chemical, or odor or the Tenant may terminate the Lease with no penalty to the Tenant. The Landlord affirms that the Building passed the required inspections from the applicable City of Jackson enforcement departments.

9. Services. During the Term, Tenant will be responsible for procuring and paying for all services required for its use of the Premises and the Parking Spaces, including, as may be applicable and without limitation: (i) security services, (ii) cleaning and janitorial services, including all trash removal, (iii) electricity and (iv) Internet and other telecommunications services, (v) lamp and ballast replacement for light fixtures, and (v) pest extermination services.

During the Term, Landlord will be responsible for procuring and paying for all (i) domestic water and sanitary sewage service as a Landlord Operating Expense. Notwithstanding the foregoing, if Tenant fails and/or refuses to provide these aforementioned services for which it is responsible, then Landlord, after providing adequate notice, but not more than 10 days' notice of the defect and fourteen (14) days for the Tenant to cure the defect, may choose to provide some or all of these services and charge the associated expenses for the respective services to Tenant.

11. Communication Lines. Subject to Building design limits and its existing, or then existing, capacity, Tenant may install, maintain, replace, remove or use communications or computer wires and cables which service the Premises (“**Lines**”), provided: (a) Tenant shall obtain Landlord’s prior written consent, and shall use contractors approved in writing by Landlord, such consent and approval shall not be unreasonably withheld, delayed or conditioned, (b) all such Lines shall be plenum-rated and neatly bundled, labeled and attached to beams and not to suspended ceiling grids, (c) any such installation, maintenance, replacement, removal or use shall comply with all Laws applicable thereto, including, but not limited to the National Electric Code, and shall not interfere with any then existing Lines at the Building, and (d) Tenant shall pay all costs and expenses in connection therewith. Landlord reserves the right to require Tenant to remove any Lines located in or serving the Premises which violate this Lease or represent a dangerous or potentially dangerous condition, within five (5) days after written notice. Any Lines that are permitted to remain at the expiration or termination of this Lease shall become the property of Landlord without payment of any type. Under no circumstances shall any Line problems be deemed an actual or constructive eviction of Tenant, render Landlord liable to Tenant for abatement of Rent, or relieve Tenant from performance of Tenant’s obligations under this Lease. It is Landlord’s understanding that Tenant will be installing its computer servers in the Server Room. **Prohibited Use.** Tenant shall not do or permit anything to be done within the Building nor bring, keep or permit anything to be brought or kept therein, which is prohibited by any Laws now in force or hereafter enacted or promulgated, or which is prohibited by any insurance policy or which may increase the existing rate or otherwise affect any insurance which Landlord carries on the Building. Tenant shall not do or permit anything to be done in or about the Premises which will in any way materially obstruct or interfere with the rights of other tenants, or injure or annoy them or use or allow the Premises to be used for any unlawful or objectionable purpose. Tenant shall not commit or suffer to be committed any waste to, in or about the Premises or the Building.

12. Legal Requirements; Building Rules. Tenant shall comply with, and shall, to the fullest extent permitted by law, be responsible for any and all obligations, claims, administrative proceedings, judgments, damages, fines, penalties, costs, and liabilities, including reasonable attorneys’ fees as determined by a court of competent jurisdiction (collectively, “**Costs**”) as a result of the failure by Tenant, its employees, agents or contractors to comply with, all Laws relating to the use, condition or occupancy of the Premises now or hereafter enacted. Tenant shall cause its employees, agents and contractors to comply with, and shall use reasonable efforts to cause its invitees to comply with, all Laws applicable to Building. Tenant shall not cause or permit the use, generation, storage, release or disposal in or about the Premises or the Building of any substances, materials or wastes subject to regulation under any Laws from time to time in effect concerning flammable, explosive, hazardous, petroleum, toxic or radioactive materials, unless Tenant shall have received Landlord’s prior written consent, which consent Landlord may withhold or revoke at any time in its sole discretion. Tenant shall comply with, and cause its employees, agents and contractors to comply with, and shall use its reasonable efforts to cause its invitees to comply with,

the rules and regulations of the Building adopted by Landlord from time to time for the safety, care and cleanliness of the Premises and the Building (“**Building Rules**”). In the event of any conflict between this Lease and the Building Rules, the provisions of this Lease shall control. To the extent permitted by law, the Landlord shall not have any liability to Tenant for any failure of any other tenants to comply with the Building Rules; however, Landlord shall enforce the Building Rules uniformly. The Building Rules in effect as of the Effective Date are attached hereto as **Exhibit B**. Landlord reserves the right and privilege to amend from time to time the Building Rules; provided, however, no amendment of the Building Rules shall unreasonably hinder or limit Tenant’s use and enjoyment of the Premises, the Building or the Common Areas.

13. Alterations, Additions and Improvements. Tenant shall not permit, make or allow to be made any construction, alterations, physical additions or improvements in or to the Premises or placement of any signs in the Premises which are visible from outside the Premises (collectively, “**Tenant Work**”), without obtaining the prior written consent of Landlord, which shall not be unreasonably withheld, delayed, or conditioned. All contractors, subcontractors, vendors, architects and engineers engaged for performance of Tenant Work (collectively, “**Outside Contractors**”) shall be subject to Landlord’s prior written approval, which shall not be unreasonably withheld, delayed or conditioned. If requested by Landlord, Tenant shall execute a work letter for any such Tenant Work substantially in the form then used by Landlord for construction performed by tenants of the Building. Landlord may hire outside consultants to review such documents and information furnished to Landlord, and Tenant shall reimburse Landlord for the actual and reasonable cost thereof upon demand. Neither review nor approval by Landlord of any plans or specifications shall constitute a representation or warranty by Landlord that such documents either (i) are complete or suitable for their intended purpose, or (ii) comply with applicable Laws, it being expressly agreed by Tenant that Landlord assumes no responsibility or liability whatsoever to Tenant or any other person or entity for such completeness, suitability or compliance. Tenant shall furnish any documents and information reasonably requested by Landlord, including legible “as-built” drawings (both in paper and in electronic format acceptable to Landlord) after completion of such Tenant Work. The "as-built" drawings may take the form of contractor mark-ups so long as such are legible and transmitted by the Outside Contractor as actual "as-built" drawings. Landlord may impose such conditions on Tenant Work as are reasonably appropriate, including without limitation, compliance with any construction rules adopted by Landlord from time to time, requiring Tenant to furnish Landlord with security for the payment of all costs to be incurred in connection with such Tenant Work, insurance covering Landlord against liabilities which may arise out of such work, plans and specifications, and permits for such Tenant Work. Any and all Tenant Work shall become the property of Landlord upon completion and shall be surrendered to Landlord upon the termination or expiration of this Lease for any reason, and Tenant shall not be required to restore the Premises to its condition prior to such Tenant Work, including, without limitation, any stairwells between floors. Tenant shall not allow any liens to be filed against the Premises or the Building in connection with any Tenant Work. The Tenant agrees to include in any contractual agreement for Tenant Work, a clause barring the contractor from filing any liens against the Premises or the Building. All Outside Contractors shall maintain insurance in amounts and types required by, and in compliance with, Section 17. ACORD 25 (or its equivalent) certificates of insurance evidencing such coverage shall be provided to Landlord prior to commencement of any Tenant Work. All Outside Contractors shall perform all work in a good and workmanlike manner, in compliance with all Laws and all applicable Building Rules and Building construction rules. No Tenant Work shall be unreasonably

disruptive to other Tenants of Landlord within the Building. Prior to final completion of any Tenant Work, Landlord and Tenant will have a final "walk through," prepare a punch list of items to be completed, and Tenant shall diligently complete all such punch list items.

14. Tenant's Equipment. The location, weight and supporting devices for any libraries, central filing areas, safes and other heavy equipment to be installed within the Premises shall in all cases be approved by Landlord prior to initial installation or any relocation. Landlord may prohibit from being brought into the Building, any article, equipment or any other item that may exceed the load capacity of the Building or the Building Systems.

15. Taxes on Tenant's Property. If required by applicable law, Tenant shall pay all ad valorem and similar taxes or assessments levied upon all equipment, fixtures, furniture and other property placed by Tenant in the Premises and all license and other fees or taxes imposed on Tenant's business. If any improvements installed or placed in the Building by, or at the expense of, Tenant result in Landlord being required to pay higher Taxes with respect to the Building than would have been payable otherwise, Tenant shall pay to Landlord, within thirty (30) days (or the applicable statutory notice period) after demand, the amount by which such excess Taxes are attributable to Tenant.

16. Access. Landlord shall have the right to enter the Premises at all reasonable times in order to inspect the condition of the Premises, show the Premises (but may only show the Premises during the last twelve (12) months of the Term), determine if Tenant is performing its obligations hereunder, perform the services or make the repairs that Landlord is obligated or elects to perform hereunder, make repairs and maintain space (but only if access through the Premises is reasonably necessary), cure any Default of Tenant hereunder that Landlord elects to cure, and remove from the Premises any improvements or property placed therein in violation of this Lease. Except in the case of an emergency or to perform routine services hereunder, Landlord shall use reasonable efforts to provide Tenant prior notice of such access and to use care to respect the confidentiality of Tenant's business and to minimize disruption to Tenant.

17. Tenant's Responsibility Regarding Liability. At all times from and after the Commencement Date or Tenant's access to the Premises, and to the extent permitted by applicable law, Tenant will be responsible for: (i) any assumed or contractual liability under this Lease, for liability arising out of the, use, occupancy or maintenance of the Premises and all areas appurtenant thereto, including any portion of the Common Areas used by Tenant, to afford protection with respect to bodily injury, death or property damage (including loss of use); (ii) covering all of the Tenant's property; (iii) a worker's compensation coverage via insurance policy with applicable statutory limits or self-insured, and (iv) automobile liability coverage via insurance policy or self-insured.. Landlord may also require all Outside Contractors to provide in addition to the coverages referenced above (via insurance policy or otherwise) such other insurance in amounts and types and with such companies as may be reasonably requested by Landlord, including, without limitation, construction all risk/builder's risks (including loss of revenue) insurance, professional errors and omissions liability insurance, and insurance covering such contractor's equipment and tools. An ACORD 25 certificate of such insurance in a form reasonably satisfactory to Landlord, or certified copies of the policies, shall be furnished to Landlord on or before the earlier of the Commencement Date or Tenant's

access to the Premises, reflecting the limits and endorsements required herein, if applicable, and renewal ACORD 25 certificates or certified copies of renewal policies, if applicable, shall be delivered to Landlord at least ten (10) days prior to the expiration date of any policy. Any property insurance policy, with the exception of self-insured coverage, shall require notice of nonrenewal to Landlord and shall further provide that it may not be altered or canceled without thirty (30) days prior notice to Landlord agrees to cooperate with Tenant to the extent reasonably requested by Tenant to enable Tenant to obtain such insurance. **18. Landlord's Insurance.** Landlord shall maintain, during the Term of this Lease with insurance companies reasonably acceptable to Landlord that are rated no less than A-, Class IV, by A.M. Best Company: (i) a commercial general liability insurance policy of not less than One Million Dollars (\$1,000,000) each occurrence/Two Million Dollars (\$2,000,000) aggregate, and (ii) an all-risk property and casualty insurance policy, including theft and terrorism coverage, written at full replacement cost value and with replacement cost endorsement, covering the Building, including the Initial Building/Premises Improvements, and all personal property, fixtures and improvements therein belonging to Landlord, and (iii) an excess liability policy "following form" of not less than Four Million Dollars (\$4,000,000), including a "drop down" feature in case the limits of the primary policy are exhausted. Landlord shall not be obligated to insure any property of Tenant.

17.

19. Casualty. If the Premises or the Building (including the Parking Spaces) is damaged or destroyed, in whole or in part, by fire or other cause at any time during the Term and if, after such damage or destruction, the Building is untenable, Tenant is not able to occupy the portion of the Premises not damaged or destroyed to substantially the same extent and for substantially the same purpose as Tenant used the Premises prior thereto (including Tenant's access to and the use of at least fifty percent (50%) of its allotted Parking Spaces), and within forty-five (45) days after Landlord's receipt of written notice from Tenant describing such damage or destruction Landlord provides notice to Tenant that the Premises or Building cannot be repaired or rebuilt to the condition which existed immediately prior to such destruction or casualty within two hundred seventy (270) days following the date of Landlord's receipt of insurance proceeds therefor, then Landlord or Tenant may by written notice to the other within thirty (30) days following such notice by Landlord terminate this Lease. Should all or a portion of the Premises or Building become untenable, the Tenant shall be entitled to a Pro-Rata reduction in expenses and Base Rent. Unless such damage or destruction is the result of the negligence or willful misconduct of Tenant or its employees, agents, contractors or invitees, the Rent shall be abated for the period and proportionately to the extent that after such damage or destruction Tenant is not able to use the portion of the Premises or Building damaged or destroyed to substantially the same extent and for substantially the same purposes as Tenant used the Premises or Building prior thereto. If this Lease is not terminated pursuant to the foregoing, Landlord shall restore or replace the damaged or destroyed portions of the Premises or Building, and this Lease shall continue in full force and effect in accordance with the terms hereof except for the abatement of Rent referred to above, if applicable. Landlord shall restore or replace the damaged or destroyed portions of the Premises or the Building within a reasonable time, subject to Force Majeure Events and the availability of insurance

proceeds. If either party elects to terminate this Lease as provided in this Section, this Lease shall terminate on the date which is thirty (30) days following the date of the notice of termination. Landlord shall not be obligated to repair any damage to Tenant's inventory, trade fixtures or other personal property where said damage was the result of the actions of Tenant, its employees or invitees. Furthermore, Landlord shall not be obligated to repair any damage to Tenant's inventory, trade fixtures or other personal property, except in the event that such damage or destruction is the result of the gross negligence or willful misconduct of the Landlord. Notwithstanding anything in this Section to the contrary, Landlord or Tenant shall have no obligation to repair or restore the Premises or the Building on account of damage resulting from any casualty which occurs during the last eighteen (18) months of the Term.

20. Condemnation. If more than fifty (50%) of the Premises or if a substantial portion of the Building is taken by the power of eminent domain, then either Landlord or Tenant shall have the right to terminate this Lease by written notice to the other within thirty (30) days after the date of taking; provided, however, that a condition to the exercise by Tenant of such right to terminate shall be that the portion of the Premises or the Building taken shall be of such extent and nature as to substantially impair Tenant's occupancy of the Premises or the balance of the Premises remaining and Landlord is unwilling or unable to provide reasonable replacement space within the Building. In the event of any taking, Landlord shall be entitled to any and all compensation and awards with respect thereto, except for an award, if any, specified by the condemning authority for any claim made by Tenant for property that Tenant has the right to remove upon termination of this Lease. Tenant shall have no claim against Landlord for the value of any unexpired portion of the Term. In the event of a partial taking of the Premises which does not result in a termination of this Lease, the Rent shall be equitably reduced as to the square footage so taken.

21. Non-Waiver. No consent or waiver, express or implied, by Landlord to any breach by Tenant of any of its obligations under this Lease shall be construed as or constitute a consent or waiver to any other breach by Tenant. Neither the acceptance by Landlord of any Rent or other payment, whether or not any Default by Tenant is then known to Landlord, nor any custom or practice followed in connection with this Lease shall constitute a waiver of any of Tenant's obligations under this Lease. Failure by Landlord to complain of any act or omission by Tenant or to declare that a Default has occurred, irrespective of how long such failure may continue, shall not be deemed to be a waiver by Landlord of any of its rights hereunder. Time is of the essence with respect to the performance of every obligation of Tenant in which time of performance is a factor. No payment by Tenant or receipt by Landlord of an amount less than the Rent due shall be deemed to be other than a partial payment of the Rent, nor shall any endorsement or statement of any check or any letter accompanying any check or payment as Rent be deemed an accord and satisfaction. Landlord may accept such check or payment without prejudice to its right to recover the balance of such Rent or pursue any other right or remedy. Except for the execution and delivery of a written agreement expressly accepting surrender of the Premises, no act taken or failed to be taken by Landlord shall be deemed an acceptance of surrender of the Premises.

22. Quiet Possession. Provided Tenant has performed all its obligations, Landlord covenants that the Tenant shall peaceably and quietly hold and enjoy the Premises, and all rights, easements and privileges belonging or anywise pertaining thereto, for the full Term and any extension thereof, subject to the provisions of this Lease.

23. Notices. Each notice required or permitted to be given hereunder shall be in writing and may be personally delivered, sent via nationally recognized overnight courier or by personal delivery, addressed in each case at the address provided. A notice shall be deemed to have been received upon the delivery or refusal thereof. Any notices to Landlord and Tenant shall be given to the applicable party at the following addresses:

TO LANDLORD: Jackson-North State, LLC
805 South Wheatley Street, Suite 190
PO Box 806 (39158-0806)
Ridgeland, MS 39157
Attn: Jeff Speed, Property Manager

with a copy to:

Butler Snow LLP
200 Renaissance, Suite 1400
1020 Highland Colony Parkway
Ridgeland, MS 39157
Attn: Ronald A. Taylor

DRAFT

TO TENANT: City of Jackson, Mississippi
Hood Building
200 South President Street
Jackson, MS 39201
Attn: Director of Planning and Development

with a copy to:

City of Jackson, Mississippi Office of the City Attorney
455 East Capitol Street
Jackson, Mississippi 39201
Attn: City Attorney

24. Landlord's Failure to Perform. If Landlord fails to perform any of its obligations hereunder, Landlord shall not be in default and Tenant shall not have any rights or remedies growing out of such failure unless Tenant gives Landlord written notice setting forth in reasonable detail the nature and extent of such failure and such failure is not cured within thirty (30) days following Landlord's receipt of such notice or such longer period as may otherwise be provided herein. If such failure cannot reasonably be cured within thirty (30) days, the length for curing shall be extended as reasonably required. In the event Landlord shall be in default (as stated above) and thereafter fails to provide such services within a reasonable time, Tenant shall have the right, but not the obligation, to perform such obligations. Upon receipt of a demand therefor, Landlord shall reimburse Tenant for the actual and reasonable cost of performing such obligations, plus interest thereon at the Default Rate, defined below.

25. Tenant's Failure to Perform. If Tenant fails to perform any of its obligations hereunder, in addition to the other rights of Landlord, Landlord shall have the right as provided for herein, after providing adequate notice, but not more than ten days' notice of the defect and fourteen (14) days for the Tenant to cure the defect, but not the obligation, to perform all or any part of Tenant's obligations. Upon receipt of a demand therefor, Tenant shall reimburse Landlord for the cost of performing such obligations, plus interest thereon at the Default Rate, defined below.

26. Default. "Default" means the occurrence of any one or more of the following: (i) failure of Tenant to pay when due a Rent or other amount required to be paid hereunder, if such failure continues for more than five (5) days after Tenant's receipt of written notice thereof from Landlord (computer generated notices deemed to constitute written notice under this Section); (ii) failure of Tenant, after fifteen (15) days written notice and if such failure cannot reasonably be cured within fifteen (15) days, the length for curing shall be extended as reasonably required, or such other notice period specified in this Lease, to observe and fully perform all of Tenant's obligations hereunder, other than payment of Rent which is covered above; (iii) the adjudication of Tenant to be bankrupt; (iv) the filing by Tenant of a voluntary petition in bankruptcy or other similar proceedings; (v) the making by Tenant of a general assignment for the benefit of its creditors; (vi) the appointment of a receiver of Tenant's interests in the Premises; or (vii) any involuntary proceedings instituted against Tenant under any bankruptcy or similar laws, unless such is dismissed or stayed within sixty (60) days thereafter. Notwithstanding any applicable notice and cure period provided above, Landlord shall not, with respect to any Default hereunder, be required to provide any applicable notice and an opportunity to cure more than two (2) times during the Term, and upon a subsequent occurrence of any Default hereunder Tenant shall not be entitled to notice or an opportunity to cure, and Landlord may, at its option, immediately declare a Default and exercise its rights and remedies.

If a Default occurs, then or at any time thereafter while such Default continues, Landlord, at its option, may, upon providing sixty (60) days' notice to the Tenant, without waiving any other rights available herein, at law, or in equity, either terminate this Lease or terminate Tenant's right to possession without terminating this Lease. As permitted by law, if Landlord elects to terminate this Lease, it may treat the Default as an entire breach of this Lease and Tenant immediately shall become liable to Landlord for damages for the entire breach in an amount equal to the total Rent and all other payments due for the balance of the Term discounted at the rate of six percent (6%)

per annum to the then present value, less the fair rental value of the Premises for the balance of the Term (taking into account, among other factors, the probability of reletting the Premises for all or part of the remainder of the Term, and the anticipated duration of the period the Premises will be unoccupied prior to reletting) similarly discounted to present value, plus the cost of repossessing, remodeling and re-renting the Premises and all unpaid Rent through the date of such termination. As permitted by law, such sums shall be immediately due and payable by Tenant upon demand. In no event shall Tenant be entitled to any rents received by Landlord. As determined by a court of competent jurisdiction, if a Default occurs or in case of any holding over or possession by Tenant of the Premises after the expiration or termination of this Lease, Tenant shall reimburse Landlord on demand for all costs incurred by Landlord in connection therewith including, but not limited to, reasonable attorneys' fees, court costs and related costs plus interest thereon at the Default Rate, defined below. Actions by Landlord to collect amounts due from Tenant as provided in this Section may be brought at any time, and from time to time, on one or more occasions, without the necessity of Landlord's waiting until the termination of this Lease. The remedies expressed herein are cumulative and not exclusive, and the election by Landlord to terminate Tenant's right to possession without terminating this Lease shall not deprive Landlord of the right, and Landlord shall have the continuing right, to terminate this Lease.

Surrender. On the last day of the Term, or upon the earlier termination hereof, Tenant shall peaceably and quietly surrender the Premises to Landlord, in good order and repair, excepting only reasonable wear and tear resulting from normal use and damage from fire or other casualty. The Premises shall be surrendered free of all items of Tenant's personal property, and otherwise in the condition required by the terms of the Lease, and the Premises shall be free and clear of any and all liens or encumbrances of any kind created by or through Tenant.

27. Holding Over. If Tenant does not surrender possession of the Premises at the end of the Term or upon earlier termination of this Lease, Tenant shall be a month-to-month tenant and the Rent due for the first three months of such holdover shall be one hundred fifty percent (150%) of the amount which Tenant was obligated to pay for the immediately preceding month. In no event shall Tenant hold over more than sixty (60) days.

28. Removal of Tenant's Property. Tenant shall be responsible for any damage to the Premises or Building resulting from removal by Tenant of any personal property, including Lines or computer equipment in the Server Room, of Tenant.

29. Assignment and Subletting. Landlord shall have the right to transfer and assign in whole or in part, by operation of law or otherwise, its rights and obligations hereunder whenever Landlord, in its sole judgment, deems it appropriate with forty-five (45) days' notice to Tenant and without any liability to Tenant,. Any sale, conveyance or transfer of the Building will operate to release Landlord from liability from and after the effective date of such sale, conveyance, transfer or assignment upon all of the covenants, terms and conditions of this Lease, express or implied, except for those liabilities that arose prior to the effective date of such sale, conveyance, transfer or assignment. After such effective date, Tenant will look solely to Landlord's successor in interest in and to this Lease.

Tenant shall not assign, transfer, mortgage, pledge or otherwise encumber this Lease, or any interest herein, and shall not sublet the Premises or any part thereof, or any right or privilege

appurtenant thereto, or permit any other party to occupy or use the Premises, or any portion thereof, without the prior written consent of Landlord, which consent may not be unreasonably withheld or conditioned in Landlord's sole discretion, said discretion to be based upon commercially reasonable criteria. In the event Landlord consents to any such assignment or subletting, Tenant shall remain and continue primarily liable for the performance of the covenants and obligations on its part to be performed under this Lease during the primary or any extended term hereof.

30. Merger of Estates. The voluntary or other surrender of this Lease by Tenant or a mutual cancellation hereof, shall not work a merger, but shall, at the option of Landlord, terminate all or any existing subleases or subtenancies, or may, at the option of Landlord, operate as an assignment to Landlord of Tenant's interest in such subleases or subtenancies.

31. Subordination. The rights and interests of Tenant under this Lease and in and to the Premises shall be subject and subordinate to all easements and recorded restrictions, covenants, and agreements pertaining to the Building, or any part thereof, and to all deeds of trust, mortgages, and other security instruments and to all renewals, modifications, consolidations, replacements and extensions thereof (the "**Security Documents**") heretofore or (subject to the execution of a reasonably acceptable subordination, attornment and non-disturbance agreement) hereafter executed by Landlord covering the Premises, the Building or any part of the Building, to the same extent as if the Security Documents had been executed, delivered and recorded prior to the execution of this Lease. **DRAFT** After Tenant's receipt of notice from Landlord that it has entered into one or more Security Documents during the term of this Lease, and Security Documents, Tenant shall deliver to the holder or holders of the Security Documents a copy of all notices to Landlord and shall grant to such holder or holders the right to cure all defaults, if any, of Landlord hereunder within the same time period provided in this Lease for curing such defaults by Landlord and, except with the prior written consent of the holder or holders of the Security Documents, shall not surrender or terminate this Lease except pursuant to a right to terminate expressly set forth in this Lease and shall attorn to any holder of any Security Documents or its successor in interest by foreclosure or otherwise. The provisions of this subsection shall be self-operative and shall not require further agreement by Tenant; however, at the request of Landlord, Tenant shall execute such further documents as may be reasonably required by the holder of any Security Documents and provided such documents do not impose obligations on Tenant in addition to or inconsistent with this Agreement. At any time and from time to time upon not less than thirty(30) business days' prior notice by Landlord, Tenant shall present for approval to the governing authorities a fully accurate and true written estoppel certificate certifying: (i) the Rentable Area of Premises, (ii) the Commencement Date and Expiration Date of this Lease, (iii) the Base Rent, (iv) that this Lease is unmodified and in full force and effect, or if there have been modifications, that the same is in full force and effect as modified and stating the modifications, (v) whether or not the Landlord is in default in the keeping, observance or performance of any covenant, agreement, term, provision or condition of this Lease and, if so, specifying each such default, (vi) whether or not Tenant has unconditionally accepted and occupied the Premises, (vii) whether or not all requirements of this Lease have been complied with and no charges, set-offs or other credits exist against any rentals, (viii) whether Tenant has assigned, pledged, sublet, or otherwise transferred any interest in this Lease; and (ix) such other matters as Landlord may reasonably request, it being

intended that any such statement may be relied upon by any prospective purchaser, mortgagee or assignee of any mortgage of the Building or of the Landlord's interest therein.

32. Legal Interpretation. This Lease shall be governed, interpreted, construed and enforced in accordance with the laws of the State of Mississippi, excluding its conflicts of law's provisions, and any litigation with respect thereto shall be brought in the courts of the State of Mississippi. The determination that any provision of this Lease is invalid, void, illegal, or unenforceable shall not affect or invalidate the remainder. Notwithstanding the title of this Lease and the references to Landlord and Tenant, this Lease is intended to constitute a lease with Landlord being the landlord and Tenant being the tenant. All obligations of Tenant requiring any performance after the expiration of the Term shall survive the expiration or earlier termination of this Lease and shall be fully enforceable in accordance with those provisions pertaining thereto. The Landlord has been advised that it is in compliance as of the date of occupancy with all applicable federal, state and local City of Jackson ordinances, laws and regulations regarding the Premises and its obligations under this Lease.

33. Use of Names and Signage. Any signage of Tenant to be located (i) on the exterior of the Building or elsewhere in the Building, or (ii) within its Premises but visible from outside the Premises, shall be subject to the prior written approval of Landlord, which shall not be unreasonably withheld, conditioned or delayed; provided in all cases, Tenant shall be solely responsible for all costs and expenses relating to any such signage, including, without limitation, design, installation, any operating costs, maintenance, cleaning, repair and removal. Tenant shall be obligated to pay the cost and expense of repairing any damage associated with the removal of any such signage.

Upon expiration of the Term or the earlier termination of this Lease, Tenant shall remove the signs referred to herein and shall repair, at its sole cost and expense, any damage to the Building or to such other portions of the Building arising out of the installation and removal of such signs including, but not limited to, caulking, sealing and repainting to restore the area to its original condition prior to installation. The signage rights granted herein shall be personal to Tenant and shall not inure to the benefit of any subsequent assignee, sublessee or transferee of the Premises.

34. Brokers. Tenant warrants and represents to Landlord that, on information and belief, Tenant has not consulted or negotiated with any broker or finder with regard to the Premises or this Lease other than Landlord. Likewise, Landlord warrants and represents to Tenant that Landlord has not consulted or negotiated with any broker or finder with regard to the Premises or this Lease other than Speed Commercial Real Estate, LLC ("**Landlord's Broker**"), and Landlord shall only be responsible for any commission due and payable to such entity in accordance with a separate written agreement between Landlord and Landlord's Broker. If Landlord shall be in breach of the foregoing warranty, Landlord shall indemnify Tenant any loss, liability and expense (including attorneys' fees and court costs) arising out of claims for fees or commissions from anyone having dealt with Landlord.

37. Successors and Assigns. To the extent permitted by law, this Lease shall be binding upon and inure to the benefit of Landlord and its successors and assigns, and Tenant and its permitted successors and assigns.

38. Force Majeure. Except for the payment of Rent or any other sum due hereunder, each party hereto shall be excused for the period of any delay and shall not be deemed in default with respect to the performance of any of its obligations when prevented from so doing by a cause beyond such party's reasonable control, including labor disputes, government regulations, fire or casualty, acts of terrorism, inability to obtain any materials or services, or acts of God (collectively, "**Force Majeure Events**").

39. Fees. As determined by a court of competent jurisdiction, if Tenant fails to pay any Rent or other sum due under this Lease, and such sum is thereafter collected by or through an attorney at law, then, in addition to such sums, Tenant shall also pay Landlord's reasonable attorneys' fees and other reasonable costs and expenses incurred in such collection to the fullest extent permitted by law.

40. Binding and Entire Agreement. This Lease shall constitute a legally binding and enforceable agreement between Landlord and Tenant as of the Effective Date. No oral statements or prior written material not specifically incorporated herein shall be of any force or effect. Tenant agrees that in entering into this Lease and accepting the Premises, it relies solely upon the representations and agreements contained in this Lease, the exhibits attached hereto and the written agreements, if any, executed contemporaneously herewith. This Lease, including the Exhibits which are attached hereto and a part hereof, constitutes the entire agreement of the parties and shall be supplemented only by the minutes of the City of Jackson governing authority, the Jackson City Council, in approving this Lease or in no way be conditioned, modified or supplemented except by a written agreement executed and approved by Tenant, the Jackson City Council, the Mayor and /or the Landlord.

Availability of Funds. It is expressly understood and agreed that the obligation of the Tenant 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 Tenant shall have the right upon sixty (60) working days written notice to the Landlord to terminate this Agreement without damage, penalty, cost or expenses to the Tenant 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.

41. Approval: It is understood that if this Agreement requires approval by the governing authority/City Council and this Agreement is not approved by the governing authority/City Council, it is void after thirty (30) days after execution and no payment shall be made hereunder.

42. Equal Opportunity: In connection with the performance of work under this contractual Agreement, the Landlord agrees not to discriminate in any manner whatsoever, including, but not limited to, hiring, termination/discharge, promotion/demotion, or other terms

and condition of employment against any person otherwise qualified because of race, creed, color, religion, sex, age, national origin, disability, ancestry or political affiliation.

43. 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.

44. 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.

45. Representation Regarding Contingent Fees and Gratuities: With the exception of the Landlord’s Broker, the Landlord represents that it has not retained a person to solicit or secure a government contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except as disclosed to the Office of the Mayor and/or City Council. Landlord represents it has not violated, is not violating, and promises that it will not violate any prohibition of gratuities set forth in the Mississippi Constitution or §§ 25-4-103 and 25-4-105 of the Mississippi Code of 1972, as amended. Should it be determined during the term of this Lease that the Landlord or Landlords are not in compliance with said statutes, the Tenant may terminate this Lease with a written thirty (30) days’ notice to Landlord with no penalty to the Tenant.

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IN WITNESS WHEREOF, this Commercial Office Lease is executed and, except as otherwise expressly provided herein, all provisions shall be effective, as of the Effective Date.

Landlord:

Tenant:

**JACKSON-NORTH STATE, LLC,
a Mississippi limited liability company,**

CITY OF JACKSON, MISSISSIPPI

**By: SRE Holdings, LLC,
a Mississippi limited liability
company and its sole member**

By: _____

Name: _____

**By: Southern Farm Bureau Life
Insurance Company,
a Mississippi corporation and
its sole member**

Its: _____

By: _____

Name: _____

Its: _____

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EXHIBIT A	Premises
EXHIBIT B	Rules and Regulations of Building
EXHIBIT C	Confirmation Certificate
EXHIBIT D	Renewal Option
EXHIBIT E	Plans and Specifications
EXHIBIT F	City of Jackson Standard Escalation Agreement

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EXHIBIT A

PREMISES

[TO BE COMPLETED]

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EXHIBIT A

EXHIBIT B

RULES AND REGULATIONS OF BUILDING

1. No smoking (which shall include cigarettes, cigars, pipes, vapes and e-cigarette devices) shall be permitted within any portion of the Building or on the land on which the Building is located, including tenant spaces and Common Areas.

2. Landlord may provide and maintain a directory for all tenants of the Building. No signs, advertisements or notices visible to the general public shall be permitted within the Building without the prior written consent of Landlord. Landlord shall have the right to remove any such sign, placard, picture, advertisement, name or notice placed in violation of this rule without notice to and at the expense of the applicable tenant.

3. Sidewalks, doorways, vestibules, halls, stairways and other similar areas shall not be obstructed by tenants or used by any tenant for any purpose other than ingress and egress to and from the leased premises and for going from one to another part of the Building. At no time shall any tenant permit its employees, agents, contractors or invitees to loiter in common areas or elsewhere in or about the Building.

4. Corridor doors, when not in use, shall be kept closed.

5. Plumbing fixtures and appliances shall be used for the purposes for which designed, and no sweepings, rubbish, rags, food or other unsuitable material shall be thrown or placed therein. Every tenant shall be responsible for ensuring that its employees, agents, contractors and invitees use restrooms located on each floor of the Building in accordance with generally accepted practices of health, cleanliness and decency.

6. No tenant shall place any additional lock or locks on any door in its leased area without Landlord's prior written consent. No tenant shall have any duplicate keys made for its leased area or any other part of the Building except by Landlord. All keys shall be returned to Landlord at the expiration or earlier termination of the applicable lease. Notwithstanding the foregoing, it is understood that tenant may need to have additional keys, key pads, or other security requirements implemented. Tenant shall make Landlord aware of such additional measures. These additional measures shall be at tenant's sole cost and expense. It is understood by Tenant that Landlord needs to have access to all areas of the Building at all times in case of an emergency.

7. A tenant may use microwave ovens and coffee brewers in kitchen or break areas. Except as expressly authorized by Landlord in writing, no other appliances or other devices are permitted for cooking or heating of food or beverages in the Building except for food warming appliances (no cooktops). No portable heaters, space heaters or any other type of supplemental heating device or equipment shall be permitted in the Building. All tenants shall notify their employees that such heaters are not permitted.

8. All tenants will refer all contractors, subcontractors, contractors' representatives and installation technicians (including such tenant's employee(s)) who are to perform any work within the Building to Landlord before the performance of any work. This provision shall apply to all work performed in the Building including, but not limited to installation of telephone and

communication equipment, medical type equipment, electrical devices and attachments, and any and all installations of every nature affecting floors, walls, woodwork, trim, windows, ceilings, equipment and any other physical portion of the Building.

9. Movement in or out of the Building of furniture or office equipment, or dispatch or receipt by a tenant of any heavy equipment, bulky material or merchandise which require the use of elevators, stairways, lobby areas or loading dock areas, shall be restricted to hours designated by Landlord. A tenant must seek Landlord's prior approval by providing in writing a detailed listing of any such activity. If approved by Landlord, such activity shall be performed in the manner stated by Landlord.

10. All deliveries to or from the Building shall be made only at such times, in the manner and through the areas, entrances and exits designated by Landlord.

11. No portion of any tenant's leased area shall at any time be used for sleeping or lodging quarters. No birds, animals or pets of any type, with the exception of guide dogs accompanying visually impaired persons, shall be brought into or kept in, on or about any tenant's leased area.

12. No tenant shall make or permit any loud or improper noises in the Building or otherwise interfere in any way with other tenants or persons having business with them.

13. Each tenant shall be responsible to keep his leased area clean. Nothing shall be swept or thrown into the corridors, halls, elevator shafts, stairways or other common areas, nor shall tenants place any trash receptacles in these areas.

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14. To insure orderly operation of the Building, Landlord reserves the right to approve all concessionaires, vending machine operators or other distributors of cold drinks, coffee, food or other concessions, water, towels or newspapers. No tenant shall install a vending machine in the Building without obtaining Landlord's prior written approval, which shall not be unreasonably withheld; provided, however, any vending machine installed in the Building shall not exceed the weight load capacity of the floor where such machine is to be installed.

15. Landlord shall not be responsible to tenants, their agents, contractors, employees or invitees for any loss of money, jewelry or other personal property from the leased premises or public areas or for any damages to any property therein from any cause whatsoever whether such loss or damage occurs when an area is locked against entry or not. Landlord and Tenant will cooperate in investigating thefts or other crimes.

16. All tenants shall exercise reasonable precautions in protection of their personal property from loss or damage by keeping doors to unattended areas locked. Tenant shall be responsible for notifying appropriate law enforcement agencies of any theft or loss of any property of tenant or its employees, agents, contractors, or invitees.

17. All tenants, their employees, agents, contractors and invitees may be called upon to show suitable identification and sign a building register when entering or leaving the Building at any and all times as may be designated by Tenant and approved by Landlord from time to time, and all tenants shall cooperate fully with Building personnel in complying with such requirements.

18. No tenant shall solicit from or circulate advertising material among other tenants of the Building except through the regular use of the U.S. Postal Service. A tenant shall notify the Building manager or the Building personnel promptly if it comes to its attention that any unauthorized persons are soliciting from or causing annoyance to tenants, their employees, guests or invitees.

19. Landlord reserves the right to deny entrance to the Building or remove any person or persons from the Building in any case where the conduct of such person or persons involves a hazard or nuisance to any tenant of the Building or to the public or in the event of other emergency, riot, civil commotion or similar disturbance involving risk to the Building, tenants or the general public.

20. No tenant shall install, operate or maintain in its leased premises or in any other area of the Building, any electrical equipment which does not bear the U/L (Underwriters Laboratories) seal of approval, or which would overload the electrical system or any part thereof beyond its capacity for proper, efficient and safe operation as determined by Landlord, taking into consideration the overall electrical system and the present and future requirements therefor in the Building.

21. Parking in the Parking Spaces shall be in compliance with any parking rules and regulations. The owner of the vehicle or its driver assumes all risk and responsibility for damage, loss or theft to vehicles, personal property or persons while such vehicle is in the Parking Spaces (including drive lanes among the Parking Spaces and related lanes) providing ingress and egress from the Parking Spaces.

22. Each tenant shall observe Landlord's reasonable rules with respect to utilizing the standard window coverings provided by Landlord at all windows in its leased premises so that the Building presents a uniform exterior appearance. Each tenant shall ensure that to the extent reasonably practical, window coverings are closed on all windows in its leased premises while they are exposed to the direct rays of the sun.

23. Bicycles and other vehicles are not permitted inside or on the walkways outside the Building, except in those areas specifically designated by Landlord for such purposes and except as may be needed or used by a physically handicapped person.

24. Landlord reserves the right to rescind any of these rules and regulations and to make such other and further rules and regulations as in its commercially reasonable judgment shall from time to time be needed for the safety, protection, care and cleanliness of the Building, the operation thereof, the preservation of good order therein and the protection and comfort of the tenants and their agents, employees and invitees, which rules and regulations, when made and written notice thereof is given to a tenant, shall be binding upon it in like manner as if originally herein prescribed.

25. Landlord shall use commercially reasonable efforts to apply the foregoing Rules and Regulations in a uniform manner to all tenants and visitors of the Building.

EXHIBIT C

CERTIFICATE CONFIRMING COMMERCIAL OFFICE LEASE TERMS

This Certificate Confirming Commercial Office Lease Terms is attached to and made a part of the Commercial Office Lease dated _____, 2022, between Jackson-North State, LLC, as Landlord, and the City of Jackson, Mississippi, as Tenant.

The undersigned hereby agree and confirm that the Commencement Date, Expiration Date, and Base Rent, Rentable Area of Building, Rentable Area of Premises and Pro-Rata Share are as stated below:

1. The Commencement Date as defined in Section 1(e) of the Lease Agreement is _____.
2. The Expiration Date of the Initial Term is _____, and the Expiration Date of the Autorenewal term is _____, as defined in Section 1(g).

The Base Rent schedule as set forth in Section 1(b) of the Lease Agreement is as follows:

Initial Term	Months 1-60	\$36,229.17 monthly
Autorenewal Term	Months 61-24	\$52.08 monthly

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3. The Rentable Area of Premises as defined in Section 1(n) is 34,780 rentable square feet.
4. The Rentable Area of Building as defined in Section 1(m) is 56.350 rentable square feet.
5. The Tenant's Pro-Rata Share as defined in Section 1(o) of the Lease is Sixty-one and seventy-two percent (61.72%).

Landlord:

JACKSON-NORTH STATE, LLC

By: _____

Name: _____

Its: _____

Tenant:

CITY OF JACKSON, MISSISSIPPI

By: _____

Name: _____

Its: _____

EXHIBIT D

RENEWAL OPTION

Provided that no Event of Default exists, Tenant may renew this Lease for two (2) additional periods of five (5) years each, by delivering written notice of the exercise thereof to Landlord not earlier than eighteen (18) months nor later than six (6) months before the expiration of the Term (as may have been extended hereunder). The Base Rent payable for each month during such extended Term shall be a rental rate, as agreed upon by both the Tenant and Landlord, at the commencement of such extended Term, for renewals of space of equivalent quality, size, utility and location in similar-class buildings in the submarket in which the Building is located, with the length of the extended Term to be taken into account. Within thirty (30) days after receipt of Tenant's notice to renew, Landlord shall deliver to Tenant written notice of the suggested rental rate and shall advise Tenant of the required adjustment to Base Rent, if any, and the other terms and conditions offered. Tenant shall, within forty-five (45) days after receipt of Landlord's notice, notify Landlord in writing of an alternative rate or acceptance of the Landlord's suggested rental rate.

On or before the commencement date of the extended Term, Landlord and Tenant shall execute an amendment to this Lease extending the Term on the same terms provided in this Lease, except as follows:

Landlord hereby grants to Tenant the right and option to extend this Lease for a further term of up to three (3) months commencing at the expiration of the original term; provided, however, that written notice of the exercise of such option shall be given by Tenant to Landlord at least thirty (30) days before the expiration of the term of this Lease. Such extension shall be at the same annual rental rate as that provided herein for the last year of the original term and the actual rental amount shall be prorated according to the length of the additional term. All other terms and conditions set out herein shall be in effect during the term of the extension.

If Tenant timely notifies Landlord that Tenant accepts Landlord's determination of the agreed upon Rental Rate, then:

- (a) Base Rent shall be adjusted to the agreed upon rental rate;
- (b) Tenant shall have no further renewal option unless expressly granted by Landlord in writing; and
- (c) Landlord shall lease to Tenant the Premises in their then-current condition, and Landlord shall not provide to Tenant any allowances (e.g., moving allowance, construction allowance, and the like) or other tenant inducements.

If Tenant rejects Landlord's determination of the suggested rental rate, or fails to timely notify Landlord in writing that Tenant accepts or rejects Landlord's determination of the rental rate, time being of the essence with respect thereto, Tenant's rights under this Exhibit shall terminate and Tenant shall have no right to renew this Lease.

Tenant's rights under this Exhibit shall terminate if (1) this Lease or Tenant's right to possession of the Premises is terminated, (2) Tenant assigns any of its interest in this Lease or sublets any portion of the Premises, (3) Tenant fails to timely exercise its option under this Exhibit,

time being of the essence with respect to Tenant's exercise thereof, or (4) Landlord determines, in its sole but commercially reasonable discretion, that Tenant's financial condition or creditworthiness has materially deteriorated since the date of this Lease.

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EXHIBIT E
PLANS AND SPECIFICATIONS
[TO BE COMPLETED]

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EXHIBIT F

CITY OF JACKSON STANDARD ESCALATION AGREEMENT

Only those Conditions below initialed by Landlord and Tenant are applicable to this Lease. Condition #3 may not be excluded from this Agreement. All increases in expense charged by Landlord to Tenant will be charged as additional rent. "Additional Rent" shall mean the amount of the Tenant's Pro-Rata Share (as defined in the Lease) of the following expenses for a particular year. Any escalation charged in a partial year of the Lease will be prorated to the Tenant's total days of occupancy.

____ Landlord
____ Tenant

Condition 1: Landlord shall pay all taxes assessed against the demised Premises during the term of this Lease as set out in Paragraph 6(c) of this Lease. Tenant agrees to pay all of Tenant's Pro Rata Share of all Landlord's Operating Expenses as defined in this Lease, in accordance with Paragraph 6(c) of this Lease. Prior to payment of such additional sums, Landlord shall provide Tenant and the Office of the City Attorney with copies of all tax statements, and all supporting calculations, as confirmation of such amounts due. Upon receipt of satisfactory documentation of such charges, and approval from the Office of the City Attorney, Tenant shall pay to Landlord such additional sums, if undisputed, within sixty (60) days of receipt of notice. If disputed, such additional sums shall be paid by the Tenant upon resolving the dispute.

____ Landlord
____ Tenant

Condition 2: Landlord shall pay all property insurance premiums, as defined in paragraph 18 of the Lease, assessed against the Premises during the term of this Lease. Tenant agrees to pay all of Tenant's Pro Rata Share of all Landlord's Operating Expenses as defined in this Lease, in accordance with Paragraph 6(c) of this Lease. Prior to payment of such additional sums, Landlord shall provide Tenant and the Office of the City Attorney with copies of all statements, and all supporting calculations, as confirmation of such amounts due. Upon receipt of satisfactory documentation of such charges, and approval from the Office of the City Attorney, Tenant shall pay to Landlord such additional sums, if undisputed, within sixty (60) days of receipt of notice. If disputed, such additional sums shall be paid by the Tenant upon resolving the dispute.

SHOPPING CENTER LEASE

**SHOPPING CENTER - WESTLAND PLAZA
LANDLORD – WESTLAND SHOPPING CENTER, L.P.
herein represented by its General Partner, Westland S Corp.**

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Rider

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SHOPPING CENTER LEASE

THIS LEASE entered into as of the ____ day of ____, 2023, by and between Westland Shopping Center, L.P., herein represented by its General Partner, Westland SC GP, Inc., having an address at c/o Stirling Properties, L.L.C., 109 Northpark Boulevard, Suite 300, Covington, Louisiana 70433 ("Landlord") and City of Jackson d/b/a Police Precinct #2 having an address at 200 President Street, Jackson, Mississippi ("Tenant").

**ARTICLE I
REFERENCE PROVISION, LEASED PREMISES AND TERM**

Section 1.1 Reference Provisions

- (a) LEASED PREMISES - are designated as space #30 and outlined in red on Exhibit A annexed hereto and made a part hereof and containing approximately 5,617 square feet. The Leased Premises are in a building in the Shopping Center with the boundaries of the Shopping Center outlined in green on Exhibit "A". Exhibit "A" is for informational purposes only, and is not a warranty, representation or agreement that the Leased Premises, Shopping Center, other areas or occupants will be exactly as shown on the Exhibit. The municipal address of the Leased Premises shall be TBD, Jackson, Mississippi 39209.
- (b) TERM - shall be for a period of 60 months/years commencing as provided in Section 1.2 The Lease Term commences on the date of the delivery of the Leased Premises to the Tenant and Landlord's receipt of Tenant's insurance, if not self-insured. (hereinafter referred to as the "Commencement Date") and terminates on the date which is the last day of the sixtieth (60) full month following the Commencement Date, unless sooner terminated or renewed as provided or permitted herein or as provided by applicable law. The Lease Term shall automatically renew for a period of 60 months in month 61, under the same terms and conditions, as the initial Lease Term, unless Tenant gives Landlord one hundred eighty (180) days advance notice of termination.
- (c) MINIMUM ANNUAL RENT - **DRAFT**

Year 1 -	\$1,817,500	and	\$15.50	per month,	\$19.55	per square foot.
Year 6 - 10	\$1,827,850	per annum,	\$15.50	per month,	\$21.05	per square foot.
- (d) PERCENTAGE RENT – Intentionally Omitted
- (e) USE AND RESTRICTIVE OPERATION - The Leased Premises shall be used solely for an office for the Jackson Police Department, Precinct #2 and for no other purpose.
- (f) MERCHANTS ASSOCIATION – Intentionally Omitted
- (g) ACCEPTANCE OF SPACE "AS IS" - Tenant agrees to accept the Leased Premises in its "as is" condition, however, Tenant reserves the right to independently inspect the premises prior to occupancy and to terminate this Lease within sixty (60) days of inspection, due to any latent or apparent defects in the leased premises that are not cured. The Tenant shall provide notice of any defects discovered during the inspection to the Landlord immediately.
- (h) SECURITY DEPOSIT - Intentionally Omitted
- (i) SHOPPING CENTER - The Shopping Center known as Westland Plaza Shopping Center located at the corner of Ellis Avenue and Robinson Road, in or near the City of Jackson, County of Hinds, State of Mississippi.
- (j) REAL ESTATE TAX – Refer to Sections 2.3 and 10.31.
- (k) COMMON AREA MAINTENANCE – Refer to Sections 2.4 and 10.31.
- (l) INSURANCE – Refer to Sections 2.7 and 10.31.

(m) NOTICE ADDRESSES:

TO TENANT:	TO LANDLORD:
City of Jackson	Westland Shopping Center, L.P.
c/o	c/o Stirling Properties, L.L.C.
Director of Planning	109 Northpark Blvd., Suite 300
200 S. President Street	Covington, LA 70433
Jackson, MS 39201(504) 898-2022	

(n) ADDRESS FOR RENTAL PAYMENTS:

Westland Shopping Center, L.P.
c/o Stirling Properties, L.L.C.
109 Northpark Blvd., Suite 300
Covington, LA 70433

(p) LEASE YEAR: If the Commencement Date is other than the first day of a calendar month, the first Lease Year shall be the period of time from said Commencement Date to the end of the month in which said Commencement Date shall occur plus the following twelve (12) calendar months. Each Lease Year thereafter shall be a successive period of twelve (12) calendar months.

Section 1.2 Leased Premises and Term. Landlord hereby Leases to Tenant and Tenant rents from Landlord the Leased Premises now existing or hereafter to be erected in the Shopping Center and shown in Exhibit A attached hereto and made a part hereof. The Term shall commence as described Section 1.1. (b). Provided such entry does not interfere with Landlord's work to be done, if any, in preparing the Leased Premises for Tenant's occupancy, Tenant, its agents, employees and contractors, shall have the right to enter the Leased Premises prior to the tender of possession for the purpose of taking measurements and obtaining other information reasonably required in connection with Tenant's prospective occupancy thereof. Any access by Tenant to the Leased Premises prior to the commencement of the term of this Lease shall be upon the terms, conditions and conditions of this Lease except for the payment of rent thereon.

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Tender of possession shall be deemed to have occurred when Landlord has completed Landlord's work required by Exhibit B annexed hereto and made a part hereof. If, within 60 days of the taking of possession by Tenant, the Tenant does not notify the Landlord of any defects to be cured, then the taking of possession shall be deemed conclusive evidence that at the time the Leased Premises were so possessed, they were in good and satisfactory condition.

The Leased Premises shall extend to the exterior faces of exterior walls or to the building line where there is no wall, or the center line of those walls separating said premises from other Leased premises in the Shopping Center, together with the appurtenances specifically granted in this Lease, but reserving and excepting to Landlord the right to install, maintain, use, repair and replace pipes, ductwork, conduits, utility lines and wires through hung ceiling space, column space, and partitions, in or beneath the floor slab or above or below the Leased Premises or other parts of the Shopping Center, except that Landlord shall not reasonably interfere with or interrupt the business operations of Tenant within the Leased Premises, and except where necessary, as determined by Landlord's architect, no pipes, duct work, conduits, utility lines or wires installed by Landlord shall be exposed in the public area of the Leased Premises.

Section 1.3 Construction. The Leased Premises shall be constructed by Landlord in accordance with the provisions of Exhibit B annexed hereto and made a part hereof.

Section 1.4 Acceptance or Estoppel Certificate. As often as may be requested by Landlord, upon not less than thirty (30) business days' prior notice by Landlord, Tenant shall present for approval to the governing authorities promptly and without cost to Landlord a written acceptance or estoppel certificate for delivery to Landlord and/or Landlord's mortgagee with respect to the Leased Premises in form and substance acceptable to Landlord.

Section 1.5 Quiet Enjoyment. Tenant, upon paying the rents herein reserved and performing and observing all of the other terms, covenants and conditions of this Lease on Tenant's part to be performed and observed, shall peaceably and quietly have, hold and enjoy the Leased Premises during the Term, subject, nevertheless, to the terms of this Lease and to any mortgages, ground or underlying Leases, agreements and encumbrances to which this Lease is subordinate and to all applicable zoning rules and regulations.

Section 1.6 Rule Against Perpetuities. If the Term of this Lease shall not have commenced within one (1) year from the date hereof, this Lease shall thereupon become null and void and have not further force and effect whatsoever in law or equity, unless otherwise expressly agreed to in writing by both Landlord and Tenant.

Section 1.7 Availability of Funds: It is expressly understood and agreed that the obligation of the City of Jackson to proceed under this Lease 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 Lease 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 the Landlord to terminate this Lease without damage, penalty, cost or expenses to the City 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.

Section 1.8 Approval: It is understood that if this Lease requires approval by the Governing Authority/City Council and this Lease is not approved by the Governing Authority/City Council, it is void and no payment shall be made hereunder.

Section 1.10 Modification or Amendment: Modifications or amendments to this Lease may be made upon mutual agreement of the parties in writing signed by both parties hereto and approved as required by the City Council and the City of Jackson.

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Section 1.11 Public Records: This Lease, 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.

Section 1.12 Representation Regarding Contingent Fees and Gratuities: The Landlord represents that, aside from the leasing agent retained by it pursuant to MREC regulations, it has not retained a person to solicit or secure a government contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except as disclosed to the Office of the Mayor and/or City Council. The Firm represents it has not violated, is not violating, and promises that it will not violate any prohibition of gratuities set forth in the Mississippi Constitution or §§ 25-4-103 and 25-4-105 of the Mississippi Code of 1972, as amended. Landlord shall indemnify Tenant from any loss, liability and expense (including attorneys' fees and court costs) arising out of claims for fees or commissions from anyone having dealt with Landlord.

ARTICLE II

RENT AND OTHER CHARGES

Section 2.1 Minimum Annual Rent. Tenant shall pay to Landlord without previous demand therefore and without any setoff or deduction whatsoever, the Minimum Annual Rent provided in Section 1.1(c), payable in equal monthly installments, in advance, on the first day of each calendar month throughout the Term. If the Term commences on a date other than the first day of a month, Tenant shall pay Landlord, upon receipt of a statement therefore, a pro-rata portion of such Minimum Annual Rent for such month.

Section 2.4 Common Areas and Operating Costs. All common areas and other common facilities (hereinafter collectively called "common areas") made available by Landlord in or about the Shopping Center shall be subject to the exclusive control and management of Landlord, expressly reserving to Landlord, without limitation, the right at any time and from time to time, to erect and install within the malls or the parking areas, kiosks, planters, pools, sculptures, free-standing buildings, additional stories to buildings or otherwise. Common areas (as initially constructed or as the same may be enlarged or reduced at any time thereafter) shall consist of all areas, space, facilities, equipment, signs and special services from time to time made available by Landlord for the common use of Landlord and tenants of the Shopping Center and their respective employees, agents, subtenants, concessionaires, licensees, customers and invitees, which may include (but shall not be deemed a representation as to their availability) the sidewalks, parking areas, access roads, driveways, landscaped areas, truck service ways, loading docks and pedestrian malls (enclosed or open). Landlord hereby expressly reserves the right from time to time to construct, maintain and operate lighting and other facilities, equipment and signs on all of said common areas; to police the same; to change the area, level, location and arrangement of the parking areas and other facilities forming a part of said common areas; to build multi-story parking facilities; to restrict parking by tenants and other occupants of the Shopping Center and their employees, agents, subtenants, concessionaires and licensees; to enforce parking charges (by operation of meters or otherwise), but in such event the net proceeds from such charges (except for proceeds from multi-story parking facilities), after deducting the cost of enforcing the same or charges thereon by any applicable governmental authority shall be applied in reduction of the cost of maintaining the common areas; to close temporarily all or any portion of the common areas for the purpose of making repairs or changes thereto and to discourage non-customer parking; to establish, modify and enforce rules and regulations with respect to the common areas and the use to be made thereof as may be applied by Landlord from time to time; and to grant individual tenants the right to conduct sales in the common areas. Landlord shall operate, manage, equip, lift and maintain the common areas in such manner as Landlord may from time to time determine in its sole discretion, and Landlord shall have the right and the authority to hire and discharge all personnel with respect thereto. Landlord reserves the right to use all or any portion of the common areas. Tenant is hereby given a non-exclusive license to use, during the Term, the common areas of the Shopping Center as they now or at any time during the Term exist, provided, further, that if the size, location or arrangement of such common areas or the type of facilities at any time forming a part thereof be changed or diminished, Landlord shall not be subject to any liability therefor, nor shall Tenant be entitled to any compensation or diminution or abatement of rent thereof, nor shall change or diminution of any of such common areas be deemed a constructive or actual eviction. Landlord reserves the right to grant to third persons the non-exclusive right to cross over and use in common with Landlord and all tenants of the Shopping Center the common areas as designed from time to time by Landlord. In order to establish that the Shopping Center and any portion thereof is and will continue to remain private property and to prevent a dedication thereof or the accrual of any rights to any person or the public therein, Landlord hereby reserves the unrestricted right to close all or any portion of the Shopping Center to the general public for one (1) day in each calendar year, and, in connection therewith, to seal off all entrances to the Shopping Center, or any portion thereof. Tenant hereby acknowledges, consents and agrees that any and/or all services, facilities and access by the public to the Leased Premises and/or to the Shopping Center may be suspended in whole or in part during such temporary times as any of the stores in the Shopping Center are not open for business, on legal holidays, or such other days as may be declared by local, state or federal authorities as days of observance, and/or during any periods of actual or threatened civil commotion, insurrection or other circumstance beyond Landlord's control or pursuant to Section 3.3 of this Lease.

Tenant hereby agrees to pay to Landlord Tenant's share, computed as hereinafter provided, of the Operating Costs (as hereinafter defined) of maintaining the common areas and the Shopping Center. "Operating Costs" shall mean the total cost and expense incurred in operating, maintaining, repairing and replacing the common areas in the Shopping Center, including, without limitation, costs and expenses in connection with maintaining federal, state or local governmental ambient air and environmental standards and the cost of all materials, supplies and services purchased or hired

therefor; the cost and expense of landscaping, gardening and planting, cleaning, painting (including line painting), decorating, paving, lighting, sanitary control, removal of snow, trash, garbage and other refuse, including costs related to trash compactors; fire protection; the cost of maintaining video equipment for security purposes; water and sewerage charges; operation of loudspeakers and any other equipment supplying music to the common areas or any parts thereof; installing and renting of signs; installation, maintenance, operation, including utility costs, repair and replacement of all exterior signs advertising the Shopping Center and/or individual businesses operated in the Shopping Center; maintenance, repair and replacement of utility systems serving the Shopping Center, including water, sanitary sewer and storm water lines and other utility lines, pipes and conduits; depreciation of heating, ventilation and air conditioning equipment, and parking lot surfaces; **depreciation of machinery and equipment owned and used in operation, maintenance, repair and replacement of the common area, or the rental charges for such machinery and equipment; the costs of maintaining, operating and replacing vehicles and equipment owned by Landlord, security if such is deemed necessary in Landlord's reasonable opinion; the cost of personnel (including applicable payroll taxes, workmen's compensation insurance and disability insurance and all other fringe benefits) to implement all of the foregoing, including security personnel for the common areas; administrative and management costs attributable to the operation of the property common areas and an overhead cost equal to fifteen percent (15%) of the total Operating Costs of maintaining the common areas as such costs are defined in this paragraph (but there shall be excluded initial costs of equipment properly chargeable to capital account).** Landlord may cause any or all of said services to be provided by an independent contractor or contractors as selected by Landlord in its sole discretion.

Tenant's share of such Operating Costs shall be computed by multiplying the total amount of such Operating Costs by a fraction, the numerator of which shall be the total number of square feet in the Leased Premises, and the denominator of which shall be the total leasable floor space in the Shopping Center. Tenant acknowledges and agrees that Landlord has made no representation, warranty or agreement **of any kind as to the total dollar amount of such Operating Costs**, actual or estimated, or Tenant's dollar share thereof.

Landlord shall estimate the Operating Costs referred to in this Section 2.4 and Tenant shall pay one-twelfth (1/12) of the amount thereof in advance, plus the payment of Minimum Annual Rent, as Additional Rent. Landlord shall furnish Tenant a **statement of the actual operating costs** recorded according with sound accounting principles by Landlord's accounting department or by an accountant selected by Landlord in its sole discretion, and there shall be an **adjustment between Landlord and Tenant**, with payment to or repayment by Landlord, as the case may require, to the end that Landlord shall receive the entire amount of Tenant's **share for such period**. Landlord's failure during the term of this Lease to prepare and deliver any statements or bills required to be delivered to Tenant hereunder shall not in any way be deemed to be a waiver of, or cause Landlord to forfeit or surrender, its right to collect any additional rent which may be payable hereunder.

Section 2.5 Utilities Charges. Tenant shall pay promptly, as and when the same become due and payable, all water rents, rates and charges, all sewer rents and all charges for electricity, gas heat, steam, hot and/or chilled water, air conditioning, ventilating, lighting systems, and any other utilities supplied to the Leased Premises which accrue with respect to any period after Landlord's tender of possession. If Tenant does not pay the same, Landlord is authorized (but not required) to pay the same and to add the amounts so paid to the rent due under this Lease. If any such utilities are not separately metered or assessed or are only partially separately metered or assessed and are used in common with other premises in the Shopping Center, Tenant will pay to Landlord a proportionate share of such charges for utilities used in common based on square footage of floor space served thereby, in addition to Tenant's separately metered charges. Landlord shall not be liable for any interruption or failure whatsoever in utility services.

At its sole option, Landlord may install re-registering meters and collect any and all charges aforesaid from Tenant, making returns to the proper public utility company or governmental unit, provided that Tenant shall not be charged more than the rates it would be charged for the same services if furnished directly to the Leased Premises by such companies or governmental units. At the option of Landlord, any utility or related service which Landlord may at any time elect to provide to the Leased Premises may be furnished by Landlord or any agent employed, or independent

contractor selected by Landlord in its sole discretion, and Tenant shall accept the same therefrom to the exclusion of all other suppliers, so long as the rates charged by the Landlord or by the supplier of such utility or related service are competitive.

Notwithstanding anything else contained in this Lease to the contrary, Landlord shall have the right, in its sole discretion, at any time and from time to time, to cause one or more utilities (including, without limitation, any heating, ventilating, air conditioning, and/or lighting systems serving the Leased Premises and/or any other Shopping Center area) to be furnished by means of an on-site or off-site energy system and/or to provide some other alternative energy system (whether so-called "total energy" or otherwise) in lieu of the direct furnishing of the same to Tenant and other occupants of the Shopping Center from the appropriate utility company. Tenant agrees in any such case to accept any such utility from such alternative source in lieu of the appropriate utility company directly and to pay Landlord and/or such alternative source or other designee as Landlord shall determine all costs and charges therefor, provided that the same shall not result in any additional cost or expense of the energy to Tenant over and above that which it would pay if it purchased same directly from the appropriate utility company; and provided further that same is in compliance with all laws, regulations, ordinances and other governmental requirements. Landlord shall have no liability to Tenant for disruption of any utility service, and in no event shall such disruption constitute a constructive or actual eviction or entitle Tenant to an abatement of rent or other charges.

Section 2.6 Additional Rent. Excluding Minimum Rent, all other payments, including but not limited to Operating Costs, as defined in the preceding Sections 2.3. and 2.4 and the following Section 2.7, to be made by Tenant to Landlord, shall collectively be referred to as "Additional Rent", hereunder whether or not the same be designated as such. Minimum Rent and Additional Rent are hereinafter sometimes collectively referred to as "Rent". All Rent shall be due and payable on demand together and Landlord shall have the same remedies for failure to pay Additional Rent as for a non-payment of Minimum Rent.

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ARTICLE II
USE OF LEASED PREMISES

Section 3.1 Use of Leased Premises. Tenant agrees to use the Leased Premises only for the permitted uses set forth in Section 1.1 (e) and for no other purpose. Tenant acknowledges that neither Landlord nor Landlord's agent has made any representation or warranty as to the suitability of the Leased Premises for the conduct of Tenant's business. Tenant shall not use the Leased Premises for any use whatsoever whether referred to herein or not which would violate any of the other Leases affecting the Shopping Center and any renewals of said Leases.

Tenant covenants that the Leased Premises shall, during the Term of this Lease, be used only and exclusively for lawful and moral purposes, and no part of the Leased Premises or improvements thereon shall be used in any manner whatsoever for any purposes in violation of the laws, ordinances, regulations, or orders of any federal, state or local authority, or of the regulations or orders now in effect or hereafter enacted or passed during the Term of this Lease insofar as the Leased Premises or the common areas and any signs of the Tenant are concerned, including, but not limited to, zoning ordinances, building codes and fire codes, and shall make, at Tenant's own cost and expense, all additions and alterations to the Leased Premises ordered or required by such authorities, whether in order to meet the special needs of the Tenant, or by reason of the occupancy of Tenant, or otherwise, provided. However, Tenant shall not be required to make structural alterations to the Leased Premises or the building in which the Leased Premises are located unless made necessary by reason of the nature of Tenant's business, work performed in the Leased Premises by or on behalf of Tenant, or the manner of Tenant's operation thereof. Tenant shall promptly notify Landlord of any notice it receives of any violation of any ordinance, code or statute.

Tenant acknowledges the existence of the Shopping Center as being prior to the force and effect of this Lease. The Tenant therefore accepts the Leased Premises in its present "as is"

condition and state of repair. Tenant reserves the right to independently inspect the premises prior to occupancy and to terminate this Lease within sixty (60) days of inspection, due to any latent or apparent defects in the leased premises that are not cured. The Tenant shall provide notice of any defects discovered during the inspection to the Landlord immediately.

(a) Tenant shall comply with all applicable federal, state, and local environmental laws, ordinances, orders or regulations affecting the Leased Premises, the operation of Tenant's business at the Leased Premises, or the removal of any substances therefrom. Notwithstanding anything in this Lease to the contrary, Tenant shall not, without Landlord's prior written consent and subject to any reasonable conditions imposed by Landlord any appropriate governmental authority having jurisdiction use, store, manufacture, process or dispose of any oil, grease, or other hazardous substance regulated by public authority.

(b) Tenant shall permit no on-site disposal of any oil, grease, or other hazardous substance. No hazardous or industrial wastes, contaminated substances or those resulting from manufacturing or processing shall be deposited in containers provided for trash removal. All waste materials (including Tenant's permitted construction or remodeling wastes) other than ordinary sanitary commercial trash shall be removed from the Leased Premises and properly disposed of in compliance with all applicable laws at Tenant's sole cost and expense.

(d) Upon ten (10) days' prior written request from Landlord, Tenant shall execute, acknowledge and deliver to Landlord a written statement in form satisfactory to Landlord certifying that Tenant has not disposed of any oil, grease or other hazardous substance at the Leased Premises and that any such substances used, processed or generated at the Leased Premises have been disposed of properly and in strict compliance with all applicable laws and jurisdictions.

Section 3.2 Continuous Operation by Tenant. Tenant acknowledges that the Shopping Center is an interdependent enterprise, that the Shopping Center's success is dependent on the continued operation of Tenant's business, and that maintenance of the character and quality of the Shopping Center is essential to the continued operation of the Shopping Center. Tenant shall conduct its business on the Leased Premises in a manner that is consistent with the regular conduct of Tenant's business elsewhere. Tenant shall not use the Leased Premises for any other business on the common areas provided for in this Lease and shall operate one hundred per cent (100%) of the Leased Premises during the entire term under the name set forth in this Lease or such other name as Landlord may approve, in advance, in writing, with due diligence and efficiency. Tenant shall, throughout the year, conduct its business in the Leased Premises on all days and during all hours including evenings, established by Landlord from time to time as the store hours for the Shopping Center and during any other day hours when the Shopping Center generally is open to the public for business, except to the extent Tenant may be prohibited from being open for business by applicable law, ordinance or governmental regulation. A vacation of premises or cessation of operations by any other tenant(s) in the Shopping Center shall not in any way release Tenant from Tenant's obligations under this Lease, such obligations being independent covenants of this Lease.

Section 3.3 Additional Covenants of Tenant. Tenant's use of the Leased Premises and the common areas shall be subject at all times to reasonable rules and regulations adopted by Landlord from time to time and at any time not in conflict with any of the express provisions hereof governing the use of the parking areas, malls, walks, driveways, passageways, signs exteriors of buildings, lighting and other matters affecting other tenants in, and the general management and appearance of, the Shopping Center. Tenant agrees to comply with all such rules and regulations upon notice to Tenant from Landlord. Tenant expressly agrees as follows:

(a) All deliveries to or from the Leased Premises shall be done only at such times, in the areas and through the entrances designated for such purposes by Landlord.

(b) All garbage and refuse shall be kept inside the Leased Premises until same is gathered for disposal in the proper trash container on the exterior and rear of the Leased Premises. Tenant shall engage with a reputable trash company and pay for the cost of Tenant's trash dumpster and trash collection service. Tenant shall maintain all common loading areas in a clean manner satisfactory to the Landlord. Notwithstanding anything contained in this section to the contrary,

Tenant covenants and agrees, at its sole costs and expenses, to comply with all present and future laws, orders, and regulations of all state, federal, municipal and local governments, departments, commissions, and boards regarding the collection, sorting, separation, and recycling of waste products; garbage, refuse and trash. Tenant shall sort and separate such waste products, garbage, refuse, and trash into such categories as provided by law. Each separately sorted category of waste products, garbage, refuse, and trash shall be placed in separate receptacles reasonably approved by Landlord. Such separate receptacles may, at Landlord's option, be removed from the Leased Premises in accordance with a collection schedule prescribed by law.

Landlord reserves the right to refuse to collect or accept from Tenant any waste products, garbage, refuse, or trash that is not separated and sorted as required by law, and to require Tenant to arrange for such collection at Tenant's sole cost and expense, utilizing a contractor satisfactory to Landlord. Tenant shall pay all costs, expenses, fines, penalties, or damages that may be imposed on Landlord or Tenant by reason of Tenant's failure to comply with the provisions of this article, and, at Tenant's sole cost and expense, shall indemnify, defend, and hold Landlord harmless (including legal fees and expenses) from and against all claims, and suits arising from such noncompliance, utilizing counsel reasonably satisfactory to Landlord.

(c) No radio or television aerial or other device shall be erected on the roof or exterior walls of the Leased Premises or the building in which the Leased Premises are located without first obtaining in each instance the Landlord's consent in writing. Any aerial or device installed without such prior written consent shall be subject to removal at Tenant's expense without notice at any time.

(d) No loud speakers, televisions, phonographs, radios, tape players or other devices shall be used in a manner so as to be heard or seen outside of the Leased Premises without the prior written consent of Landlord, nor shall Tenant solicit business or distribute advertising or promotional materials in the common areas.

(e) Tenant's heating and air conditioning system for the Leased Premises shall be designed so as to prevent the drawing of heated or cooled air from any enclosed mall and to keep the Leased Premises heated or air conditioned, as the case may be, at least to the same minimum temperature in the case of heating and the same maximum temperature in the case of air conditioning, as the Landlord is endeavoring to maintain in the enclosed mall areas.

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(f) The plumbing facilities shall not be used for any other purpose than that for which they are constructed, no foreign substance of any kind shall be thrown therein, and the expense of any breakage, stoppage, or damage resulting from a violation of this provision shall be borne by Tenant. All grease traps, if any, shall be installed and maintained in accordance with applicable law and in accordance with Landlord's requirements.

(g) Tenant, at its expense, shall contract for termite and pest extermination services covering the Leased Premises.

(h) Tenant shall not burn any trash or garbage of any kind in the Leased Premises, the common areas, the Shopping Center, or within three (3) miles of the Shopping Center.

(i) Intentionally Omitted

(j) Tenant shall keep and maintain the Leased Premises (including, without limitation, exterior and interior portion of all windows, doors and all other glass) in a neat and clean condition.

(k) Tenant at its expense shall participate in any reasonable window cleaning program that may be established by Landlord for all or substantially all other stores in the Shopping Center.

(l) Tenant shall take no action which would violate Landlord's labor contracts, if any, affecting the Shopping Center, nor create any work stoppage, picketing, labor disruption or dispute, or any interference with the business of Landlord or any other tenant or occupant in the Shopping Center or with the rights and privileges of any customer or other person(s) lawfully in and upon said Shopping Center, nor shall Tenant cause any impairment or reduction of the good will of the Shopping Center.

(m) Tenant shall pay, before delinquency, all license or permit fees and charges of a similar nature for the conduct of any business in the Leased Premises.

(n)

(o) Intentionally Omitted

(p) Tenant shall not conduct or permit or utilize any unethical method of business operation.

(q) Tenant shall not perform any act or carry on any practice which may damage, mark or deface the Leased Premises or any other part of the Shopping Center.

(r) Tenant shall not use any forklift truck, tow truck or any other powered machine for handling freight in the Shopping Center except in such manner and in those areas in the Shopping Center as may be approved in advance by Landlord in writing. All such equipment shall have rubber wheels only.

(s) Tenant shall not place a load on any floor in the interior delivery system, if any, or in the Leased Premises, or in any area of the Shopping Center, exceeding the floor load which such floor was designed to carry, nor shall Tenant install, operate or maintain therein any heavy item or equipment except in such manner as to achieve a proper distribution of weight.

(t) Tenant shall not install, operate or maintain in the Leased Premises or in any other area of the Shopping Center any electrical equipment which does not bear underwriter's approval or which would overload the electrical system or any part thereof beyond its capacity for proper and safe operation as determined by Landlord.

(u) Tenant shall not suffer, allow or permit any vibration, noise, light, odor or other effect to emanate from the Leased Premises, or from any machine or other installation therein, or otherwise suffer, allow or permit any such effect to emanate from the Leased Premises, or from any machine or other installation therein, or otherwise interfere with the safety, comfort and convenience of any other tenants or occupants of the Shopping Center or their customers, or otherwise interfere with the operation of the Shopping Center. Upon notice by Landlord to Tenant that any of the aforesaid is occurring, Tenant agrees to forthwith remove or control the same.

(v) Tenant shall not intentionally use or occupy the Leased Premises in any manner or for any purpose which would injure the reputation or impair the present or future value of the Leased Premises, the Shopping Center and/or the neighborhood in which the Shopping Center is located.

(x) Tenant shall not intentionally use or occupy the Leased Premises or do or permit anything to be done thereon in any manner which shall prevent landlord and/or Tenant from obtaining at standard rates any insurance required or desired, or which would invalidate or increase the cost to Landlord of any existing insurance, or which might cause structural injury to any building or which would constitute a public or private nuisance or which would violate any present or future laws, regulations, ordinances or requirements (ordinary or extraordinary, foreseen or unforeseen) of the federal, state or local public or quasi-public authorities now existing or hereafter created having jurisdiction over the Leased Premises or the Shopping Center.

(y) Tenant shall not operate on the Leased Premises or in any part of the Shopping Center any coin or token-operated vending machine or similar device (including, without limitation, pay telephones, pay lockers, pay toilets, scales, amusement devices and machines for the sale of beverages, foods, candy, cigarettes or other merchandise and/or commodities), except for the sole and exclusive use of Tenant's employees.

Section 3.4 Signs, Awnings and Canopies. Landlord may erect and maintain such suitable signs as it in its sole discretion may deem appropriate in the Shopping Center. Tenant may erect and maintain only such sign as Landlord may approve in accordance with Exhibit C. Tenant shall submit

to Landlord detailed drawings of its sign for review and approval by Landlord prior to erecting or altering said sign in the Leased premises.

Tenant shall keep insured and maintain such sign in good condition, repair and operating order at all times and at its sole cost and expense. If any damage is done to Tenant's sign, Tenant shall commence to repair same within five (5) days or Landlord may, at its option, repair same at Tenant's expense.

Tenant shall consult with the Landlord when placing or permitting to be placed or permitting to be placed or maintained on any door, exterior wall, or window of the Leased Premises any sign, awning or canopy or advertising matter or other thing of any kind, and shall not place or maintain any decoration, lettering or advertising matter on the glass of any window or door of the Leased Premises. Tenant further agrees to maintain any such signs, awnings, canopies, decorations, lettering, advertising matter or other things as may be approved by Landlord in good condition, operating order and repair at all times. Tenant shall keep all exterior signs illuminated daily from dusk until midnight, or such other time as may be designated from time to time by Landlord. All signs of Tenant visible from the common areas of the Shopping Center shall be in good taste and shall conform to the standards of design, motif, and decor from time to time established by Landlord for the Shopping Center in its sole discretion. No flashing signs shall be permitted. No hand-lettered signs shall be visible from the common areas. Tenant shall install professionally-lettered name signs on its service door.

Section 3.5 Retail Restriction Limit. Intentionally Omitted

ARTICLE IV REPAIRS AND MAINTENANCE

Section 4.1 Repairs by Landlord. Within a reasonable period after receipt of written notice from Tenant, Landlord shall make necessary structural repairs to the exterior walls (excluding the exterior of and the frames surrounding all windows, doors, plate glass, store fronts and signs), necessary repairs to the roof, foundations, load bearing items, plumbing, pipes, and conduits located outside the Leased Premises and/or in the common areas; and necessary repairs to sidewalks, parking areas and curbs. Landlord shall be required to make any repairs where same were made necessary by any act of omission or commission of Tenant, its agent, subcontractor or concessionaire, or their respective employees, agents, servants, independent contractors, or by fire or other casualty or condemnation except as provided in Article VII.

Section 4.2 Repairs and Maintenance by Tenant. Tenant shall make and pay for all repairs to the Leased Premises and all equipment and systems serving the Leased Premises exclusively and shall replace all things which are necessary to keep the same in a good state of repair and operating order, such as (but not limited to) all fixtures, furnishings, lighting and store signs of Tenant. Tenant shall also maintain, replace, and keep in good repair and operating order all air conditioning, heating and electrical installations and ventilating (collectively the "HVAC" system), plumbing, ceilings, inside walls and carpeting and floor surfaces serving the Leased Premises, whether located within or without the Leased Premises. Tenant shall at all times keep the Leased Premises and all exterior entrances, exterior walls, glass and moldings, partitions, doors, floor surfaces, fixtures, equipment and appurtenances thereof in good order, condition and repair, and in a reasonably satisfactory condition of cleanliness, including reasonably periodic painting of the Leased Premises, and Tenant shall make such other necessary repairs in and to the Leased Premises not specified in Section 4.1 hereof as being the responsibility of Landlord. Tenant shall at its expense replace all broken or damaged glass or substitutes therefor, as the case may be. The provisions of this Section 4.2 shall not limit Landlord's obligation to restore or repair under Article VII hereof in the event of fire or other casualty.

Tenant, at its sole cost and expense, shall be responsible for preventive maintenance on the HVAC servicing the Leased Premises. Tenant shall have the HVAC system inspected by a qualified licensed HVAC contractor at least twice per year. The inspections shall be completed between March 1st and May 31st and between September 1st and December 31st of each year. Following receipt of Landlord's request, Tenant shall provide Landlord with a copy of the invoice or report from the inspecting company giving evidence that the system has been inspected. If Landlord has not received from Tenant a copy of the inspection report within thirty (30) days of Tenant's receipt of Landlord's

request, then Landlord shall have the right to have the HVAC equipment inspected by a company selected by Landlord. Landlord shall bill Tenant for the cost of this inspection, which shall be paid within thirty (30) but no more than forty-five (45) days (of receipt of Landlord's invoice).

Tenant shall replace all filters in the HVAC system at least once every six (6) weeks.

Tenant shall access the roof for the installation, maintenance, repair or replacement of any roof mounted equipment upon not less than twenty-four (24) hours prior written notice to Landlord. Landlord reserves the right to require a representative of Landlord be present during Tenant's roof access to the roof to install or service said equipment. It is expressly understood and agreed that any **repairs to the roof of the building required or necessitated** by any damage or injury arising out of or as a result of maintenance work by Tenant or its representative on Tenant's equipment that requires access to the roof shall be performed by Landlord at Tenant's sole cost and expense. Landlord shall provide Tenant with prior written notice of such repairs and Tenant shall reimburse Landlord the actual and reasonable expense within thirty (30) but no more than forty-five (45) business days following receipt of Landlord's written request.

If (i) Tenant does not repair properly as required hereunder and to the reasonable satisfaction of Landlord, or (ii) Landlord, in the exercise of its sole discretion, determines that emergency repairs are necessary, or (iii) repairs or replacements to the Shopping Center and/or common areas or to the Leased Premises are made necessary by any act or omission or negligence of Tenant, its agents, employees, subtenants, assignees, concessionaires, contractors, invitees, licensees or visitors, then in any of such events Landlord may make such repairs without liability to Tenant for any loss or damage that may accrue to Tenant's merchandise, fixtures, or other property or to Tenant's business by reason thereof, and upon completion thereof, Tenant shall pay Landlord's costs for making such repairs plus twenty percent (20%) for overhead, upon presentation of a bill therefor, as additional rent. Said bill shall include interest from the date such repairs were billed by the contractor(s) making such repairs.

Section 4.3 Inspection. Landlord or its representatives shall have the right to enter the Leased Premises during any business day during the Term after providing at least twenty-four hours' notice to the Tenant. **DRAFT** Landlord or its representatives shall be permitted to enter the Leased Premises at any time during the Term for any purpose necessary or permissible, including but not limited to, to inspect, measure, survey, photograph, take readings, samples, or perform any other acts necessary or permissible, without rendering Landlord or such agents liable therefor, and without in any manner affecting the obligations and covenants of this lease. Nothing herein contained, however, shall be deemed or construed to impose upon Landlord any obligation, responsibility or liability whatsoever for the care, maintenance, or repair of the building or any part thereof, except as otherwise herein specifically provided.

Section 4.4 Obstructions. Tenant agrees to keep its loading facilities, if any, and the sidewalks and common areas immediately adjoining the Leased Premises free from trash, litter or obstructions, and in addition, if the Leased Premises open onto an outside area, to keep said outside sidewalk area immediately adjoining the Leased Premises free from ice and snow.

ARTICLE V ADDITIONS AND ALTERATIONS

Section 5.1 By Landlord. In the event Landlord shall hereafter determine during the Term to erect additional structures, add stories or additions to existing buildings, enclose open courts and malls in the Shopping Center (or any portions thereof as may be designated by Landlord) as said Shopping Center may be enlarged or reduced at the sole option of Landlord by addition(s) to the Shopping Center of land and/or buildings or by the diminution thereof, Tenant hereby consents thereto and to the performance of work necessary to effect the same and any inconvenience caused thereby. Should all or a portion of the leased premises become untenable during any addition or alteration to the existing buildings, the Tenant shall be entitled to a pro-rata reduction in expenses and rent based on the amount of tenantable square footage available. The design, materials and performance of necessary work therefor shall be in the sole, unrestricted discretion of Landlord.

Section 5.2 By Tenant. Tenant may from time to time (if Tenant shall not then be in

default), at its own expense, alter, renovate or improve the Leased Premises provided the same be performed in a good and workmanlike manner, in accordance with accepted building practices and applicable laws, including, but not limited to, building codes and zoning ordinances, and so as not to weaken or impair the strength or lessen the value of the building in which the Leased Premises are located. Tenant shall be entitled to all salvage resulting therefrom. No changes, alterations or improvements affecting the exterior of the Leased Premises or the structure of the building shall be made by Tenant. Prior to commencement of all such work, Tenant shall obtain Landlord's prior written approval of the plans and specifications therefor and shall cause Landlord's requirements for bonding, insurance and other contractor requirements to be satisfied. Any work done by Tenant under the provisions of this Section 5.2 shall not interfere with the use by the other tenants of their premises in the Shopping Center. All alterations, additions, improvements and fixtures which are installed upon the Leased Premises shall remain upon and be surrendered with the Leased Premises and become the property of Landlord at the termination of this Lease, unless Landlord requests their removal in which event Tenant shall remove the same and restore the Leased Premises to their original condition at Tenant's expense.

ARTICLE VI INSURANCE REQUIRED OF TENANT

Section 6.1 Insurance Required of Tenant. (a) Tenant shall obtain and provide, on or before the earlier of the commencement of the Term or Tenant's entering the Leased Premises for any purpose, and keep in force at all times thereafter, the following insurance coverage with respect to the Leased Premises:

(i) Property Insurance: Indemnity for Damage to Tenant's Personal Property. Except as otherwise provided herein, Tenant expressly releases Landlord from,. Tenant shall maintain, at its own expense, replacement cost insurance on Tenant's machinery, equipment, furniture and fixtures, goods, wares, merchandise, and improvements/betterment and Business Interruption/Extra Expense in sufficient amounts against damage caused by fire and all other perils covered by a standard All Risk Insurance Policy.

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(vi) Workman's compensation and safety standards required by the law of the state where the Leased Premises are located.

(b) In the event that this Lease so permits and Tenant engages in the preparation of food or packaged foods or engages in the use, sale or storage of inflammable or combustible material, Tenant shall install chemical extinguishing devices (such as ansul) approved by the Board of Fire Insurance Underwriters and shall keep such devices under service as required by such organization.

(c) If gas is used in the Leased Premises, Tenant shall install at its expense gas cut-off devices (manual and automatic).

ARTICLE VII DAMAGE, DESTRUCTION OR CONDEMNATION

Section 7.1 Damage or Destruction. (a) If all or any part of the Leased Premises shall be damaged or destroyed by fire or other casualty insured under the standard fire insurance policy with standard extended coverage endorsement applicable to the Leased Premises, Landlord shall, except as otherwise provided herein, repair and/or rebuild the same with reasonable diligence, but landlord's obligation hereunder shall be limited to the performance of Landlord's work, if any, in accordance

with Exhibit B hereof, and Landlord shall not be obligated to commence such repairs and/or rebuilding until insurance proceeds are released to Landlord. Landlord's obligation hereunder shall be further limited to the proceeds received and retained by Landlord under its insurance policy which are allocable to the Leased Premises. Should Tenant have notified Landlord in writing of the permanent Leasehold improvements and betterments installed by Tenant in the completed Leased Premises (whether same have been paid for entirely or partially by Tenant) and should such notice accurately state the full insurable value of such permanent Leasehold improvements and betterments and should Tenant have reimbursed Landlord, upon demand, for the cost of the inclusion of the amount of such permanent Leasehold improvements and betterments in Landlord's insurance coverage, then and in those events and subject to the first and second sentences of this subsection, Landlord shall repair and/or rebuild the Leased Premises to a condition comparable to that existing prior to such damage or destruction. Nothing hereinabove contained shall impose upon Landlord any liability or responsibility to repair, rebuild or replace any property belonging to Tenant. If there should be a substantial interference with the operation of Tenant's business in the Leased Premises as a result of such damage or destruction which requires Tenant to temporarily close its business to the public, the Minimum Annual Rent and other sums payable hereunder shall abate, but only to the extent of the proceeds actually received by Landlord on account of Landlord (or its designee(s)) under any policy of rent insurance. Tenant agrees to exercise reasonable diligence to reopen for business in the Leased Premises as soon as practicable unless this Lease is terminated by Landlord, as hereinafter provided. Should all or a portion of the Leased Premises become untenable, the Tenant shall be entitled to a pro-rata reduction in expenses and rent.

(b) Notwithstanding anything else to contrary contained in this Section 7.1 or elsewhere in this Lease, Landlord or Tenant, at its option, may terminate this Lease on sixty (60) days' notice given within one hundred eighty (180) days after the occurrence of any of the following:

(i) The Leased Premises and/or building in which the Leased Premises are located shall be damaged or destroyed as a result of any occurrence which is not covered by Landlord's insurance; or

(ii) The Leased Premises and/or building in which the Leased Premises are located shall be damaged or destroyed to the extent that the cost to repair or replace the same exceeds twenty-five (25%) percent of the replacement cost of the same; or

(iii) The Leased Premises shall be damaged or destroyed during the last three (3) years of the Term or any extended Term; or

(iv) Any or all of the buildings or common areas of the Shopping Center are damaged (whether or not the Leased Premises are damaged) to such an extent that, in the sole judgment of Landlord, the Shopping Center cannot be operated as an economically viable unit.

(c) Except to the extent specifically provided for in this Lease, none of the Minimum Annual Rent and other sums payable by Tenant under this Lease nor any of Tenant's other obligations under any provisions of this Lease shall be affected by any damage to or destruction of the Leased Premises by any cause whatsoever, and Tenant hereby specifically waives all other rights it might otherwise have under any law or statute.

(d) Tenant shall give to Landlord and to all mortgagees of record prompt written notice of any damage to or destruction of any portion of the Leased Premises resulting from fire or other casualty.

Section 7.2 Condemnation. If the entire Leased Premises shall be appropriated or taken under the power of eminent domain by any public or quasi-public authority, or conveyance shall be made in lieu thereof, this Lease shall terminate and expire as of the date of such taking, and the parties shall thereupon be released from all liability hereunder which accrues after the date of such taking.

Anything in this Lease to the contrary notwithstanding, in the event more than fifteen percent (15%) of the Leased Premises or more than twenty-five percent (25%) of the then existing paved parking spaced of the Shopping Center shall be appropriated or taken, or conveyance made in lieu

thereof, either party shall have the right to cancel and terminate this Lease as of the date of the taking upon giving notice to the other of such election within thirty (30) days after such taking. In the event of such cancellation, the parties shall thereupon be released from any further liability under this Lease (except for obligations existing on the effective date of such termination); provided, however, that if more than twenty-five percent (25%) of then existing paved parking spaces shall be appropriated or taken and fifteen percent (15%) or less of the Leased Premises shall be appropriated or taken, and Tenant shall have given notice to Landlord of cancellation. Landlord may at its option nullify and vacate Tenant's cancellation by giving Tenant notice within thirty (30) days after Tenant's notice that it will provide substitute parking on or adjacent to the Shopping Center sufficient to cause paved parking spaces after such substitution to be reduced by not more than twenty-five percent (25%) of the number of spaces prior to such taking, in which event the Lease shall remain in full force and effect.

If a portion of the Leased Premises is taken, or conveyance made in lieu thereof, and if this Lease shall not be terminated as provided in the preceding paragraph, then the Minimum Annual Rent shall be ratably apportioned according to the space so taken, and Landlord shall, at its own expense, restore the remaining portion of the Leased Premises to a complete architectural unit, but such work shall not exceed the cost of Landlord's obligation hereunder and shall be limited to that portion of the net proceeds of the condemnation award actually received and retained by Landlord which are allocable to the Leased Premises.

If more than fifteen percent (15%) of the leasable floor space within the Shopping Center shall be so taken, regardless of whether or not the Leased Premises shall have been partially taken, then Landlord shall have the right to terminate this Lease on thirty (30) days' written notice, in which event the parties shall be released from any further liability under this Lease (except for all accrued obligations existing on the effective date of such termination).

All compensation awarded or paid upon such a total or partial taking of the Leased Premises shall belong to and be the property of Landlord without any participation by Tenant.

It is mutually agreed that (i) any reduction in the parking area, number of parking spaces in the Shopping Center, a reduction in the number of motor vehicles which may enter the Shopping Center by action or order of any governmental authority, and/or by any court having jurisdiction over the Shopping Center which does not in fact constitute a physical taking of property shall not constitute such a taking or condemnation under this Lease that would entitle Tenant to terminate the Lease and the Lease shall remain in full force and effect, and (ii) any such environmental condemnation and/or compliance by Landlord with any order, rule or regulation of any such authority, with any such judicial decree, and/or any such existing or future law shall not constitute a default under this Lease by Landlord so as to entitle Tenant to terminate the Lease and the Lease shall remain in full force and effect.

ARTICLE VIII FINANCING

Section 8.1 Financing. If any lending institution and/or any bonding authority with which Landlord or any such bonding authority has negotiated or may negotiate interim or long term financing for the Shopping Center or part thereof does not approve the credit rating of Tenant, or if such lending institution or bonding authority shall require change(s) in this Lease as a condition of its approval of this Lease for such financing; and it within fifteen (15) days after notice from Landlord (i) Tenant fails or refuses to supply or execute guarantees which are stated by Landlord as necessary to secure the approval of Tenant's credit by any such lending institution or bonding authority or (ii) if Tenant fails or refuses to execute with Landlord the amendment or amendments to this Lease accomplishing the change(s) which are stated by Landlord to be needed in connection with approval of this Lease for purposes of such financing, or (iii) if for any reason, such financing in an amount satisfactory to Landlord cannot be obtained, Landlord shall have the right to cancel this Lease at any time prior to the commencement of the Term. In the event of cancellation by Landlord, hereunder, this Lease shall be and become null and void and both parties shall automatically be released as of the date of Landlord's cancellation notice from any and all liability or obligation under this Lease, except that Landlord shall return the security, if any, made by Tenant and except with respect to all accrued obligations existing on the effective date of such termination. Notwithstanding

anything contained herein to the contrary, Tenant shall not be required to agree, and Landlord shall not have any right of cancellation for Tenant's refusal to agree, to any modification of the provisions of this Lease relating to the amount of annual Minimum Rent reserved, the size and/or location of Leased Premises, the duration and/or commencement date of the Term, or reducing the improvements to be made by Landlord to the Leased Premises prior to tender of possession.

Section 8.2 Subordination. Landlord and Tenant agree that this Lease is and shall be subject and subordinate at all times to all ground and underlying Leases and to all mortgages (in any amounts and all advances thereon which may now or hereafter affect such Leases or the real property of which the Leased Premises form a part), and to all renewals, modifications, consolidations, participation, replacements and extensions thereof. The term "mortgage(s)" as used herein shall be deemed to include trust indenture(s), deed(s) of trust and security deed(s). Tenant agrees to present for approval to the governing authorities within thirty (30) days of any request to attorn to any underlying ground lessor or mortgagee who shall succeed to Landlord's interest in this Lease upon request of such ground lessor or mortgagee.

If any mortgagee requires that this Lease be prior rather than subordinate to any such mortgage, Tenant shall, within thirty (30) days of a request therefor by Landlord or such mortgagee, and without charge therefor, present for approval to the governing authorities a document affecting and/or acknowledging such priority, which document shall contain, at the option of such mortgagee, an attornment obligation to the mortgagee as landlord in the event of foreclosure or to any party acquiring title through such mortgagee in such event.

Upon request of any mortgagee of record, Tenant shall give prompt written notice in the manner provided in Section 10.13 of any default of Landlord hereunder, and Tenant shall allow such mortgagee a reasonable length of time (in any event, not less than sixty (60) days from the date of such notice) in which to cure any such default. Any such notice shall be sent to the Mortgage Loan Department of any such mortgagee at its home office address.

**ARTICLE IX
DEFAULT BY TENANT**

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Section 9.1 Default. Tenant shall be in default under this Lease if (a) Tenant fails to pay when due Minimum Annual Rent and any other sums payable under this Lease and such default shall continue for more than forty-five (45) days after written notice from Landlord to Tenant; or (b) Tenant fails to observe and perform any of the other terms, covenants and/or conditions of this Lease and such default shall continue for more than forty-five (45) days after written notice from Landlord to Tenant; or (c) Tenant fails to pay when due the Minimum Annual Rent and any other sums payable under this Lease three (3) or more times in any period of twelve (12) consecutive months; or (d) the Leased Premises shall be abandoned, deserted, vacated, or if Tenant fails to take possession of the Leased Premises and initially open for business to the public. If the nature of a default under (b) above is such that it cannot reasonably be cured within the aforesaid cure period, and work thereon shall be commenced within said period and diligently prosecuted to completion within sixty (60) days, then Landlord's rights under Section 9.2 shall be inapplicable.

Section 9.2 Landlord's Rights on Default. In the event of any default by Tenant, Landlord may (1) apply the Security Deposit, if any, specified in Section 1.1 (h) toward the satisfaction and cure of such a default, and/or (2) cure Tenant's default at Tenant's cost and expense, and/or (3) re-enter the Leased Premises and remove all persons and all or any property therefrom by any suitable action or proceeding at law, and repossess and enjoy the Leased Premises, with all additions, alterations and improvements, and Landlord may, at its option, repair, alter, remodel and/or change the character of the Leased Premises as it may deem fit. The exercise by Landlord of any right granted in this Section shall not relieve Tenant from the obligations to make all rental payments, and to fulfill all other covenants required by this Lease, at the time and in the manner provided herein. Landlord shall not be required to relet the Premises nor exercise any other right granted to Landlord hereunder, nor shall Landlord be under any obligation to minimize Tenant's loss as a result of Tenant's default. If Landlord attempts to relet the premises, Landlord shall be the sole judge as to whether or not a proposed tenant is suitable and acceptable.

In the event of a breach by Tenant of any of the covenants or provisions hereof, Landlord shall have, in addition to any other remedies which it may have, the right to invoke any remedy allowed at law or in equity to enforce Landlord's rights or any of them, as if re-entry and other remedies were not herein provided for.

Section 9.3 Non-Waiver Provision. The failure of Landlord to insist upon strict performance of any of the terms, conditions and covenants herein shall not be deemed to be a waiver of any rights or remedies that Landlord may have and shall not be deemed a waiver of any subsequent breach or default in the terms, conditions and covenants herein contained except as may be expressly waived in writing.

The maintenance of any action or proceeding to recover possession of the Leased Premises, or any installment or installments of rent or any other moneys that may be due or become due from Tenant to Landlord, shall not preclude Landlord from thereafter instituting and maintaining subsequent actions or proceedings for the recovery or possession of the Leased Premises or of any other moneys that may be due or become due from Tenant. Any entry or re-entry by Landlord shall not in any event be deemed to absolve or discharge Tenant from liability hereunder.

Section 9.4 Landlord's Expenses. If Tenant shall at any time be in default hereunder, and if Landlord shall deem it necessary to engage third parties to enforce Landlord's rights hereunder, the determination of such necessity to be in the sole discretion of Landlord, upon a determination by a court of competent jurisdiction, Tenant will reimburse Landlord for the reasonable expenses incurred thereby, including but not limited to court costs and attorney's fees and disbursements.

ARTICLE X MISCELLANEOUS PROVISIONS

Section 10.1 Definition and Liability of Landlord. The term "Landlord" as used in this Lease means only the owner or mortgagee in possession for the time being of the building in which the Leased Premises are located or the owner of a leasehold interest in the building and/or the land thereunder (and the agent of any of them or their mortgagee) that in the event of a sale of said building or Leasehold interest or a lease, assignment, sublease, or a demise of said building and/or land, Landlord shall be and hereby is entirely freed and relieved of all obligations of Landlord subsequently accruing.

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It is specifically understood and agreed that there shall be no personal liability of Landlord (nor Landlord's agent, if any) in respect to any of the covenants, conditions or provisions of this Lease. As permitted by law, in the event of a breach or default by Landlord of any of its obligations under this Lease, Tenant shall look solely to the equity of the Landlord in the Shopping Center for the satisfaction of Tenant's remedies and Landlord, or if Landlord is a partnership, its partners whether general or limited, or if Landlord is a corporation, its directors, officers, and shareholders, shall have no personal liability for any judgement arising in connection with this Lease. As permitted by law, Tenant will not seek specific performance or any other remedy compelling performance against the Landlord except to the extent it can be performed in rem against the property.

Section 10.2 Relationship of the Parties. Nothing contained in this Lease shall be deemed or construed as creating the relationship of principal and agent or of partnership or joint venture between the parties hereto, it being understood and agreed that neither the method of computing rent nor any other provision contained herein nor any acts of the parties hereto shall be deemed to create any relationship between the parties other than that of Landlord and Tenant.

Section 10.3 Security Deposit. Intentionally Omitted

Section 10.5 Damage to Property or Persons. As permitted by law, Landlord shall not be liable for any loss of or damage to property of Tenant or of others located in the Leased Premises or the Shopping Center, by theft or otherwise. As permitted by law, Landlord shall not be liable for any

injury or damage to persons or property or to the interior of the Leased Premises resulting from fire, explosion, falling plaster, steam, gas, electricity, water, rain, snow or leaks from any part of the Leased Premises or from the pipes, appliances, or plumbing works or from the roof, street, or subsurface or from any other place or by dampness or by any other cause whatsoever. Landlord shall not be liable for any such injury or damage caused by other tenants or any person(s) either in the Leased Premises or elsewhere in the Shopping Center, or by occupants of property adjacent to the Shopping Center, or by the public, or by operations in the construction of any private, public or quasi-public work. Landlord shall not be liable for any latent defect in construction except for a period of one (1) year from the date the general contractor constructing substantially completes construction of the Leased Premises. The parties agree that any liability of Landlord under the preceding sentence shall be limited to cost of repair only. As permitted by law, Landlord shall not be responsible for damage or loss of property of Tenant kept or stored on the Leased Premises, no matter how caused.

Section 10.6 Assignment or Subletting. Except as otherwise provided herein, Tenant may not assign its rights under this Lease or mortgage or encumber the Leased Premises or sublet or allow another to occupy or use all or any portion of the Leased Premises without the prior written consent of Landlord. Any assignment or sublease by Tenant shall be only for the purpose specified in Section 1.1 (e) hereof and for no other purpose, and in no event shall any assignment or sublease of the Leased Premises release or relieve Tenant from any obligations of this Lease. The mortgaging or encumbering of the Leased Premises by Tenant is prohibited.

In the event Tenant shall assign its interest in this Lease or sublet the Leased Premises for rentals in excess of those rentals reserved hereunder, Tenant shall pay all of such excess rent to Landlord as additional rent.

Any permitted assignee of Tenant shall assume Tenant's obligations hereunder and shall deliver to Landlord an assignment and assumption agreement in form satisfactory to Landlord within ten (10) days after the effective date of the assignment.

Consent by Landlord on any assignments, subleases, and occupancy shall not operate as a waiver of Landlord's rights in respect to any subsequent assignment, subletting or use and occupancy. In the event of a transfer and assignment by Landlord of its interest in the Lease and in the buildings to a person assuming Landlord's obligations under this Lease, Landlord shall thereby be released from any further obligations hereunder and Tenant agrees to look solely to such successor in interest of Landlord for performance of such obligations. Failure to comply with the provisions of this Section 10.6 shall constitute a default under this Lease.

Section 10.7 Surrender of Premises and Holding Over. At the expiration of the tenancy hereby created, Tenant shall surrender the Leased Premises in good condition and repair, reasonable wear and tear excepted, and damage by unavoidable casualty excepted to the extent that the same is covered by Landlord's fire insurance policy with extended coverage endorsement, and Tenant shall surrender all keys for the Leased Premises to Landlord at the place then fixed for the payment of rent and shall inform Landlord of all combinations on locks, safes, and vaults, if any, in the Leased Premises.

Prior to the expiration or sooner termination of this Lease, Tenant shall remove any and all trade fixtures, equipment and other unattached items which Tenant may be installed, stored or left in the Leased Premises or elsewhere in the Shopping Center, including but not limited to counters, shelving, show cases, chairs and unattached movable machinery purchased or provided by Tenant and which are susceptible of being moved without damage to the Shopping Center. Tenant shall repair any damage to the Leased Premises caused by its removal of such fixtures and movables. Tenant shall not remove any plumbing or electrical fixtures or equipment, heating or air conditioning equipment, floor coverings (including but not limited to wall-to-wall carpeting), walls or ceilings, all of which shall be deemed to constitute a part of the freehold and/or Leasehold interest of Landlord, nor shall Tenant remove any fixtures or machinery that were furnished or paid for by Landlord (whether initially installed or replaced). The Leased Premises shall be left in a broom-clean and vacant condition. If Tenant shall fail to remove its trade fixtures or other property as provided in this Section, such fixtures and other property not removed by Tenant, at Landlord's option may be

removed by Landlord at Tenant's expense plus twenty per cent (20%) as hereinabove provided, or placed in storage at Tenant's expense.

Tenant shall remove all signage, including façade signage, repairing any damage caused by such removal and painting of such façade once removal and patching is completed.

Section 10.9 Interest. Whenever this Lease refers to "Interest," same shall be computed on a floating basis at a rate equal to the Prime Rate (as hereinafter defined) plus two percentage points. If, however, payment of interest at such rate by Tenant (or by the Tenant then in possession having succeeded to the Tenant's interest in accordance with the terms of this Lease) should be unlawful, that is, violative of usury statutes or otherwise, then "Interest" shall, as against such party, be computed at the maximum contract rate payable by such party. "Prime Rate" shall then mean the announced rate being charged from time to time by JP Morgan Chase Bank.

Section 10.10 Late Payments. Pursuant to Miss. Code Ann. Section 31-7-305(3) If payment is not mailed or otherwise delivered within forty-five (45) days after receipt of the invoice the Tenant shall be liable to the vendor, in addition to the amount of the invoice, for interest at a rate of one and one-half percent (1 - ½ %) per month or portion thereof on the unpaid balance from the expiration of such forty-five-day period until such time as the warrant or check is mailed or otherwise delivered to the Landlord. This shall apply only to undisputed amounts for which payment has been authorized.

Section 10.13 Notices. Whenever notice shall or may be given to either of the parties by the other, each such notice shall be in writing and sent by registered or certified mail with return receipt requested, at the respective addresses of the parties as contained herein or to such other address as either party may from time to time designate in writing to the other

Section 10.14 Broker. Landlord and Tenant, to the best of the Tenant's knowledge, each warrant and represent that it has not dealt with any real estate broker or agent in connection with this Lease or its negotiation, except NAI UCR Properties, who represents the Landlord.

Section 10.15 Short Form. Landlord and Tenant shall execute and deliver a memorandum or so-called "short form" of this Lease in recordable form for the use of recordation at the requesting party's expense. Said memorandum or short form of this Lease shall describe the parties, the Leased Premises and the Lease Term and shall incorporate this Lease by reference

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Section 10.16 Entire Agreement. This Lease contains all of the agreements between the parties hereto, and it may not be modified in any manner other than by agreement in writing signed by all the parties hereto or their permitted successors in interest. The terms, covenants, and conditions contained herein shall inure to the benefit of and be binding upon Landlord and Tenant and their respective successors and assigns, except as may be otherwise expressly provided in this Lease. Tenant acknowledges that neither Landlord nor any broker has made any representations to or agreements with Tenant which are not contained in this Lease. If any term or provision of this Lease or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term or provision to persons or circumstance other than those as to which it is held invalid or unenforceable shall not be affected thereby, and each term and provision of this Lease shall be valid and be enforced to the fullest extent permitted by law. This Lease shall be construed and enforced in accordance with and governed by the laws of the State of Mississippi. The captions contained herein are for convenience and reference only and shall not be deemed a part of this Lease or construed in any manner limiting or amplifying the terms and provisions of this Lease to which they relate.

Section 10.18 Accord and Satisfaction. No payment by Tenant or receipt by Landlord of a lesser amount than the monthly rent herein stipulated shall be deemed to be other than on account of the earliest stipulated rent, nor shall any endorsement or any clause or any letter accompany any check or payment as rent be deemed an accord and satisfaction and Landlord may accept such check or payment without prejudice to Landlord's rights to recover the balance of such rent or pursue any other remedy in this Lease provided.

Section 10.19 No Option. This Lease shall be effective only when signed by both Landlord and Tenant. Tenant's submission of a signed Lease for review by Landlord does not give Tenant any interest, right or option in the Leased Premises.

Section 10.21 Tenant's Authority. Tenant represents and warrants that Tenant has the full right, power and authority to enter into and perform this Lease.

Section 10.22 Parking. Tenant acknowledges that Landlord has made no representations or warranties as to the number of the availability of parking space at the Shopping Center.

Section 10.24 Radon Gas. Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Mississippi. Additional information regarding radon and radon testing may be obtained from your county public health unit.

Section 10.25 Force Majeure. In the event that Landlord or Tenant shall be delayed or hindered in or prevented from doing or performing any act or thing required hereunder by reason of strike, lock-outs, casualties, Acts of God, labor troubles, terrorism, inability to procure materials, failure of power, governmental laws or regulations, riots, insurrection, war or other causes beyond the reasonable control of Landlord or Tenant, then neither Landlord nor Tenant shall be liable or responsible for any such delays and the doing or performing of such act or thing shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.

Section 10.26 Miscellaneous Provisions.

(c) Each of the Landlord's rights and remedies under the Lease upon a breach or default by Tenant shall be deemed separate, distinct and cumulative, and any exercise of one or more such rights or remedies shall not constitute an election of any other right or remedy available to the Landlord that may be provided herein or otherwise by law.

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Section 10.27 Effective Date.

The Effective Date of this Lease shall be the date of full execution by both Landlord and Tenant.

Section 10.28 Intentionally Omitted.

Section 10.29 Rider

A Rider consisting of Sections Numbered 10.29 through 10.32 is attached hereto and made a part hereof.

IN WITNESS WHEREOF, Landlord and Tenant have executed this Lease as of the day and year first above written.

LANDLORD:
WESTLAND SHOPPING CENTER, L.P.
BY: Westland SC GP, Inc., its General Partner

BY: _____
James E. Maurin, President

TENANT:
CITY OF JACKSON, MS

BY: _____

NAME: _____

TITLE: _____

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LANDLORD’S ACKNOWLEDGEMENT

State of Louisiana

Parish of St. Tammany

On this _____ day of _____, 2022, before me appeared James E. Maurin, to me personally known, who, being by me duly sworn, did say that he is the President of Westland SC GP, Inc., as General Partner of Westland Shopping Center, L.P., and that said instrument was signed on behalf of said corporation, by the authority of its Board of Directors, and said he acknowledged said instrument to be the free act and deed of said corporation.

In Testimony whereof, I have hereunto set my hand and affixed my official seal in the Parish and State aforesaid, day and year written above:

Donna F. Smith, Notary Public

Notary ID #: 34083

My Commission Expires: At Death

TENANT’S ACKNOWLEDGEMENT

State of Mississippi

County of Hinds

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On this _____ day of _____, 20____, before me appeared _____, to me personally known, who, being by me duly sworn, did say that _____ is the of City of Jackson, MS, and that said instrument was signed on behalf of said entity by the authority of its City Council and said _____ acknowledged said instrument to be the free act and deed of said entity.

In Testimony whereof, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, day and year written above:

Notary Public

Printed Name: _____

Notary or Bar ID #: _____

My Commission Expires: _____.

DRAFT

INITIALS:

Landlord _____

Tenant _____

Exhibit B - Landlord's Work

JACKSON POLICE PRECINCT Requote 10-17-22
WESTLAND PLAZA - JACKSON, MS
Carraway Properties, Inc./dba Carraway Construction
103-C Marshall Place
Brandon, MS 39047

10/17/22

01 GENERAL REQUIREMENTS	
Permit	2,150.00
Porta-John	450.00
Plan Printing	350.00
02 SITE WORK	
General Demo	5,000.00
Base Floor Repair/Leveling	2,400.00
Construction Clean/Dumpsters	3,800.00
Final Clean	1,800.00
03 CONCRETE	
Concrete Cut & Demo	5,230.00
Concrete Pour & Finish - Materials/Labor	3,150.00
05 METAL	
Framing Labor/Materials	21,250.00
06 CARPENTRY	
Millwork - RR, Reception, Break Room, Misc. Shelving	23,000.00
07 THERMAL & MOISTURE PROTECTION	
Insulation Labor/Materials (all walls & ceilings)	14,500.00
Roof Penetrations	3,500.00
08 DOORS/FRAMES/HARDWARE	
Storefront & Glass for Interior Windows	9,480.00
Interior Door/Frames/Hardware/Glass Materials + Install	24,407.00
Exterior Rear Door/Hardware	
Interior Window Frames + Install (5)	2,400.00
09 FINISHES	
Drywall Labor/Material	22,800.00
Acoustical Ceiling Labor/Materials	23,000.00
FRP in Restrooms/Mop Sink	3,150.00
VCT/Rubber Base Labor/Materials + Wax	16,697.00
Painting	24,150.00
10 SPECIALTIES	
RR Accessories + Install	2,550.00
Appliances - Fridge/Micro + Delivery	2,175.00
Reception Area Check-In Window	850.00
Restroom Partitions	8,100.00
Master Key Exterior Locksets	350.00
Rental Equipment - Lifts	2,400.00
TV Monitor	1,500.00
Fire Extinguishers (2)	400.00
Furnishings - Tables/Chairs	17,929.00
15 MECHANICAL	
HVAC	1,000.00
Plumbing	1,000.00
16 ELECTRICAL	
Demo/Service/Lighting - (Furniture & Mat)	13,500.00
Data/Communications/AV	13,500.00
17 TAX - MS STATE	17,950.00
18 PROFIT & OVERHEAD (Reduced to 15%)	67,000.00
TOTAL	513,818.00

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Budget Items Highlighted

Furnishings have not been requoted

Does Not Include:

- Flooring Abatement
- Exterior Work
- Signage

INITIALS:

Landlord _____

Tenant _____

EXHIBIT C
DESIGN CRITERIA FOR TENANT'S SIGN
City of Jackson ("Tenant")
WESTLAND PLAZA SHOPPING CENTER
JACKSON, MISSISSIPPI

1. Tenant's sign shall be store identity signs only, and shall be placed on the new fascia in the area designated for signs. Under canopy signs may be allowed in addition to the building signage with Landlord's approval.
2. No free-standing signs will be permitted.
3. Tenant's signs shall be 3-dimensional, individual channel letters on a raceway, self-illuminated faces with dark bronze metal sides and returns.
4. Tenant's signs shall be constructed of, steel, steel with baked enamel finish, harborite or cast aluminum, bronze, with faces of plastic.
5. The thickness of Tenant's "cutoff" type letters shall be limited to a maximum of 4 inches and a minimum of 2 inches.
6. Tenant's signs shall be limited to letters not to exceed 36 inches in height or as approved by Landlord in writing. [This will depend upon what the storefront will accommodate.] The use of predominately decorative sculpture, coat of arms, shields or other such logos, will be permitted if approved. The maximum length of Tenant's lettering may be 80% of the frontage, but no letter shall be nearer than 2 feet to the corner of the Tenant's lease line. All conductors, transformers, and other equipment shall be concealed. No exposed neon light shall be used on signs, symbols or decorative elements. No exposed neon lighting will be acceptable if visible.
7. Tenant's lettering on doors, windows or show windows may not be illuminated and may not exceed 6 inches
8. Tenant shall not employ any part of signs to be applied to the interior or exterior faces of the storefront glass or other material.
9. Tenant shall not employ any flashing action, moving action or audible signs.
10. Tenant's signs shall be in accordance with ordinances of governing bodies.
11. Landlord's approval of Tenant's Plans and Specifications shall not be deemed to constitute approval by Landlord of any of Tenant's sign work. Tenant shall submit separate drawings and specifications, in quadruplicate, including colors, for all its proposed sign work. The drawings shall clearly show the location of all signs on the storefront elevation drawing, graphics, color and construction and attachment details. Within a reasonable time after the receipt of such drawings and specifications, Landlord shall return one set thereof to Tenant with its approval and/or any suggested modifications thereof, and if Tenant shall fail to take exception thereto by written notice to Landlord given within ten (10) days from Tenant's receipt of the suggested modifications from Landlord, Tenant shall be deemed to have agreed to and approved all such suggested modifications.
12. Tenant's sign manufacturer and installer must receive the prior written approval of Landlord before initiating installation of the sign, or performing any work on the sign.
13. The Tenant's schedule for entry on to the canopy to install Tenant's sign must be approved in advance in writing by Landlord. Any other entry on to the canopy area is to be approved by Landlord in advance. Tenant is responsible for any damages incurred during such entry or as a result of the sign installation.
14. Tenant is responsible for the cost of any patching or repairs required as a result of previous sign installations in the vicinity of Tenant's sign. The Tenant is also responsible for the patching required by Tenant's own sign installation and removal. Tenant shall paint the area of each façade on which a sign was removed in the same color as exists at the time of Tenant's sign removal.

DRAFT

INITIALS:

Landlord _____

Tenant _____

15. All individual channel letters are to be mounted to 6 inch (height) by 4 inch (deep) or sized appropriately for the sign size, raceway that is to be center-lined on fascia beam and painted and textured to match the fascia color and texture. Raceway to conceal all wiring from letter to letter with secondary wiring running back to transformer shelf. All penetration in fascia shall be behind raceway. No part of raceway shall be visible beyond the outer edges of the first and last letters in the signage.
16. All sign components must be U.L. rated and labeled as such.

DRAFT

INITIALS:

Landlord _____

Tenant _____

19

ORDER AUTHORIZING THE MAYOR TO EXECUTE A LEASE AND RELATED DOCUMENTS WITH JACKSON-NORTH STATE, LLC TO LEASE OFFICE SPACE FOR THE COJ EMPLOYEE CLINIC, THE DEPARTMENT OF HUMAN AND CULTURAL SERVICES, THE DEPARTMENT OF HUMAN RESOURCES, AND THE DEPARTMENT OF PARKS AND RECREATION.

WHEREAS, currently, the COJ Employee Clinic, the Department of Human and Cultural Services, the Department of Human Resources, and the Department of Parks and Recreation are housed in the Metrocenter Mall; however, the Metrocenter Mall is in such a consistent state of disrepair that these departments must be relocated to an alternate location; and

WHEREAS, the Department of Planning and Development recommends that the City of Jackson enter into a Lease agreement for office space with Jackson-North State, LLC (hereinafter "Landlord"), with its principal office at 633 North State Street, Jackson, Mississippi 39202; and

WHEREAS, the Landlord proposes a 60-month agreement which, unless the City of Jackson has notified the Landlord of termination of the Lease on or before one hundred eighty (180) days of the initial period, will automatically renew for a period of sixty (60) months; and

WHEREAS, the base rent for the first 60 months is \$36, 229.17 a month and if this Lease is automatically renewed, the base rent will be \$39,852.08 a month for the second five (5) year term; and

WHEREAS, the base rent amounts are estimated based upon the Rentable Area of Premises which is approximately 34,780 rentable square feet and are subject to confirmation of such measurement (\$12.50 per RSF for months 1-60 and \$13.75 per RSF for months 61-120); and

WHEREAS, the auto-renewal term will automatically commence in month sixty-one (61), under the same terms and conditions, with the exception of Base Rent, as the Initial Term, unless the City of Jackson gives Landlord one hundred eighty (180) days advance notice of termination; and

WHEREAS, the City of Jackson will have two (2) options to extend the term of the Lease for an additional five (5) years; and

WHEREAS, the premises will only be used for professional offices for the City of Jackson, including the in-house clinic facilities, and the premises may not be used for any other purpose, including, without limitation, retail or residential use, without the prior express written consent of Landlord, which may be withheld in Landlord's sole discretion; and

WHEREAS, the Landlord will also make improvements to the facility to house the various department as well as the employee health clinic; and

Agenda Item No.19
May 9, 2023
(Dotson, Lumumba)

WHEREAS, the Landlord will (i) install new flooring on each floor of the Premises, (ii) build out space for clinic facilities, (iii) paint the walls of each floor of the Premises, (iv) install partial lighting upgrades in the premises and the building, (v) install replacement plumbing fixtures, and (vii) any additional improvements to the premises which are requested by City of Jackson and approved by Landlord

WHEREAS, the Landlord shall pay \$350,000 for the construction of the Initial Building/Premises Improvements (Landlord Improvement Allowance), however the City will be responsible for any cost of construction which are in excess of the Landlord Improvement Allowance, which will be charged as additional rents to be paid out over the life of the Lease; and

WHEREAS, notwithstanding the \$350,000, the City understands and agrees that the Landlord will expend funds in an amount not to exceed \$100,000, unless agreed to by Landlord in writing, to build out space for clinic facilities that will be Tenant specific improvements to be reimbursed (actual amount of expenditure, not estimate) by the City as additional payments spread out over the course of the Initial Term; and

WHEREAS, if the City of Jackson should terminate this Lease prior to the expiration of the initial 60-month term that Landlord will suffer damage in the amount still owing to Landlord for the COJ employee clinic, the City of Jackson, shall owe to Landlord the amount remaining to be paid for the clinic facilities with said amount due and payable to Landlord forty-five (45) days from the notice of termination given to Landlord; and

WHEREAS, the parties agree that this is not a termination fee, but is based solely on the amount Tenant will owe to Landlord for the tenant specific improvement build-out for the City's on-site clinic facilities; and

WHEREAS, if applicable, all interest, late charges, fees, charges, and other amounts payable under this Lease will constitute additional rent; and

WHEREAS, the Landlord will also deliver a statement providing the amount of the City of Jackson's pro-rata share of operating expenses for each calendar year of the term by February 28th of the following year, and the City of Jackson shall pay such amount to Landlord on or before April 30th of the next year; and

WHEREAS, the operating expenses shall not exceed an amount of \$20,000 on an annual basis without additional City Council approval; and

WHEREAS, if Landlord fails to perform any of its obligations hereunder, Landlord shall not be in default and the City of Jackson shall not have any rights or remedies growing out of such failure unless the City of Jackson gives Landlord written notice setting forth in reasonable detail the nature and extent of such failure and such failure is not cured within thirty (30) days following Landlord's receipt of such notice or such longer period as may otherwise be provided herein; and

WHEREAS, if such failure cannot reasonably be cured within thirty (30) days, the length for curing shall be extended as reasonably required. In the event Landlord shall be in default (as stated above) and thereafter fails to provide such services within a reasonable time, the City of Jackson shall have the right, but not the obligation, to perform such obligations; and upon receipt of a demand therefor, Landlord shall reimburse the City for the actual and reasonable cost of performing such obligations, plus interest thereon; and

WHEREAS, each party shall be excused for the period of any delay and shall not be deemed in default with respect to the performance of any of its obligations when prevented from so doing by a cause beyond such party's reasonable control, including labor disputes, government regulations, fire or casualty, acts of terrorism, inability to obtain any materials or services, or acts of God; and

WHEREAS, it is understood that this Lease requires approval by the governing authorities for the City of Jackson and, if it is not approved, then it is void and no payment shall be made; and

WHEREAS, it is expressly understood and agreed that the obligation of the City of Jackson to proceed under this Lease is conditioned upon the appropriation of funds by the City Council and the receipt of funds and if the funds anticipated for the continuing fulfillment of the Lease 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 the Landlord to terminate this Lease without damage, penalty, cost or expenses to the City of any kind whatsoever, other rental payments accrued prior to receiving written notice and vacating the premises; and

IT IS THEREFORE ORDERED, that the Mayor is authorized to execute a Lease and related documents with Jackson-North State, LLC to relocate the COJ Employee Clinic, the Department of Human And Cultural Services, the Department of Human Resources, and the Department of Parks And Recreation to 633 North State Street, Jackson, Mississippi 39202 due to the Metrocenter Mall being in such a consistent state of disrepair.

IT IS FURTHER ORDERED, that the respective departments are to make payment as outlined in this Order and the Lease agreement.

Item# _____
Agenda Date: May 9th, 2023
By: (Dotson, Lumumba)



MEMORANDUM

TO: Mayor Chokwe Lumumba

FROM: Chloe Dotson – Director of Planning

DATE: May 9th 2023

RE: **ORDER AUTHORIZING THE MAYOR TO EXECUTE A LEASE AND RELATED DOCUMENTS WITH JACKSON-NORTH STATE, LLC TO LEASE OFFICE SPACE FOR THE COJ EMPLOYEE CLINIC, THE DEPARTMENT OF HUMAN AND CULTURAL SERVICES, THE DEPARTMENT OF HUMAN RESOURCES, AND THE DEPARTMENT OF PARKS AND RECREATION.**

The agenda item which accompanies this memo requests that the City Council authorize the that the Mayor is authorized to execute a lease and related documents with Jackson-North State, LLC to relocate the COJ Employee Clinic, the Department of Human And Cultural Services, the Department of Human Resources, and the Department Of Parks And Recreation to 633 North State Street, Jackson, Mississippi 39202 due to the Metrocenter Mall being in such a consistent state of disrepair.

It is imperative that the City of Jackson the COJ Employee Clinic, the Department of Human and Cultural Services, the Department of Human Resources, and the Department of Parks and Recreation.

If you have any questions, please reach out to me directly at cdotson@jacksonms.gov.

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

DATE: May 9th, 2023

1.	Brief Description/Purpose	ORDER AUTHORIZING THE MAYOR TO EXECUTE A LEASE AND RELATED DOCUMENTS WITH JACKSON-NORTH STATE, LLC TO LEASE OFFICE SPACE FOR THE COJ EMPLOYEE CLINIC, THE DEPARTMENT OF HUMAN AND CULTURAL SERVICES, THE DEPARTMENT OF HUMAN RESOURCES, AND THE DEPARTMENT OF PARKS AND RECREATION.																																																		
2.	Public Policy Initiative <ol style="list-style-type: none"> 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life 	2. Crime Prevention 7. Quality of Life																																																		
3.	Who will be affected	City of Jackson																																																		
4.	Benefits	All residents in the City of Jackson																																																		
5.	Schedule (beginning date)	Upon Approval																																																		
6.	Location: <ul style="list-style-type: none"> ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable 	Citywide																																																		
7.	<input type="checkbox"/> Action implemented by: <ul style="list-style-type: none"> ▪ City Department ▪ Consultant 	Planning and Development																																																		
8.	COST	None																																																		
9.	<input type="checkbox"/> Source of Funding <ul style="list-style-type: none"> ▪ General Fund ▪ Grant ▪ Bond ▪ Other 	Lease payments will be divided evenly from the “building rental” budget line items for Human Resources, Parks and Recreation and Human and Cultural Services divisions. Parks and Recreation: 00550110-6923 Human and Cultural Services: 00143300-6923 Human Services: 00141300-6923																																																		
10.	EBO participation	<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 15%;">ABE</td> <td style="width: 15%;">_____ %</td> <td style="width: 15%;">WAIVER</td> <td style="width: 10%;">yes</td> <td style="width: 10%;">_____</td> <td style="width: 10%;">no</td> <td style="width: 10%;">_____</td> <td style="width: 10%;">N/A</td> <td style="width: 10%;">_____</td> <td style="width: 10%;">X</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> <td>X</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> <td>X</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> <td>X</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> <td>X</td> </tr> </table>	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
ABE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____	X																																											
AABE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____	X																																											
WBE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____	X																																											
HBE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____	X																																											
NABE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____	X																																											

Office of the City Attorney

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

OFFICE OF THE CITY ATTORNEY

This **ORDER AUTHORIZING THE MAYOR TO EXECUTE A LEASE, AND RELATED DOCUMENTS WITH JACKSON-NORTH STATE, LLC TO LEASE OFFICE SPACE FOR THE COJ EMPLOYEE CLINIC, THE DEPARTMENT OF HUMAN AND CULTURAL SERVICES, THE DEPARTMENT OF HUMAN RESOURCES, AND THE DEPARTMENT OF PARKS AND RECREATION** is legally sufficient for placement in NOVUS Agenda.



Catoria Martin, City Attorney

Sondra Moncure, Deputy City Attorney *S.M.*

5/5/23
Date

OFFICE OF THE CITY ATTORNEY
RECEIVED
MAY 5 2023

20

4/28/23
CITY ATTORNEY

ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT BETWEEN THE CITY OF JACKSON, MISSISSIPPI, AND BIG MOKEY TRAIN, INC., FOR THE USE OF A TWENTY-FOUR-INCH (24") GAUGE TRAIN AT THE JACKSON ZOO LOCATED AT 2918 WEST CAPITOL STREET, JACKSON, MISSISSIPPI (WARD 5) (HARRIS, LUMUMBA)

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

WHEREAS, the Jackson Zoo and the Department of Parks and Recreation wish to enter into an Agreement with Big Mokey Trains, Inc., ("Big Mokey Train") for the rental and use of a twenty-four-inch (24") gauge train; and,

WHEREAS, Big Mokey Train has provided an Agreement for the rental and use of a twenty-four-inch (24") gauge train with one (1) locomotive and three (3) coaches, to be used by the Jackson Zoo for a period of twelve (12) months; and,

WHEREAS, the Jackson Zoo shall pay Big Mokey Train fifty percent (50%) of all monthly train ticket sales (ticket prices shall be \$3.00 per person, per ride) accompanied by a detailed written report of daily train ticket sales; and,

WHEREAS, the Jackson Zoo shall include information about the operational train in all advertisements of attractions available at the Jackson Zoo; and,

WHEREAS, the Jackson Zoo shall provide all fuel and oil for the train to be operational at the Jackson Zoo; and,

WHEREAS, the Jackson Zoo shall provide staff and designate a supervisor to oversee proper protocol, checklists completion, operations, and maintenance of the train engine, coaches, and train track; and,

WHEREAS, Big Mokey Train shall provide the Jackson Zoo with tickets to be used for train rides; and,

WHEREAS, Big Mokey Train shall remain responsible for all major repairs and maintenance on the engine and coaches, including but not limited to, brakes, rear-end work, and transmission; and,

WHEREAS, In the event of train inoperability/break-down, Big Mokey Train shall replace any inoperable unit(s) with serviceable unit(s) within forty-eight (48) hours after being notified of train inoperability; and,

Agenda Item No. 20
May 9, 2023
(Harris, Lumumba)

WHEREAS, the Jackson Zoo shall use its own maintenance staff for minor train repairs and routine train maintenance; and.

WHEREAS, neither the City of Jackson nor the Jackson Zoo shall be liable for any injuries or damages to any persons or property occurring from the use and operation of said train, unless caused by the gross negligence of the City of Jackson and/or the Jackson Zoo; and.

WHEREAS, Big Mokey Train shall maintain a liability insurance policy with a minimum of One Million (\$1,000,000.00) Dollars in personal injury coverage and a minimum of One Million (\$1,000,000.00) Dollars in property damage coverage, listing the City of Jackson as an additional named insured in said policy; and.

WHEREAS, Big Mokey Train shall provide a copy of said liability insurance policy and a Certificate of Coverage to the City of Jackson and the Jackson Zoo, before the train begins operation; and.

WHEREAS, Big Mokey Train shall maintain an operational train as agreed upon in the Agreement at the Jackson Zoo for a period of twelve (12) months, said twelve (12) months commencing upon the first day the train is operational for public use; and.

WHEREAS, the Agreement may be terminated with cause by either party upon providing a sixty (60) day written notice to the other party; and.

WHEREAS, In the event of an early termination as outlined above, Big Mokey Train shall be given a reasonable amount of time to remove the train; thus,

IT IS THEREFORE ORDERED, that the Mayor be authorized to execute an Agreement with Big Mokey Train for the use of a twenty-four-inch (24") gauge train with one (1) locomotive and three (3) coaches, to be used by the Jackson Zoo for a period of twelve (12) months commencing upon the first day that the train is operational for public use, with the Jackson Zoo paying Big Mokey Train fifty percent (50%) of all train ride ticket sales; and.

IT IS FUTHERED ORDERED, that payment for this Agreement be made from the funds budgeted for use by the Jackson Zoo, upon submission of the appropriate invoices from Big Mokey Train.

BY: HARRIS, LUMUMBA

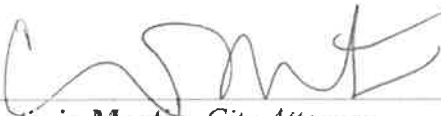
Item No.:	
Date:	

Office of the City Attorney

455 East Capitol Street
Post Office Box 27754
Jackson, Mississippi 39207-0754
Telephone: (601) 960-1799
Facsimile: (601) 960-1750

OFFICE OF THE CITY ATTORNEY

This ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT BETWEEN THE CITY OF JACKSON, MISSISSIPPI, AND BIG MOKEY TRAIN, INC., FOR THE USE OF A TWENTY-FOUR-INCH (24") GAUGE TRAIN AT TE JACKSON ZOO LOCATED AT 291 WEST CAPITOL STREET, JACKSON, MISSISSIPPI is legally sufficient for placement in NOVUS Agenda.



Catoria Martin, *City Attorney*
Justin Powell, *Deputy City Attorney* JP 4/18/23

9/19/23

Date

OFFICE OF THE CITY ATTORNEY
4/18/23

21

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
5/3/23
J. Powell

OFFICE OF THE CITY ATTORNEY

This **ORDER RATIFYING PAYMENTS FOR SERVICES PERFORMED BY OVG 360 MANAGEMENT GROUP AND IATSE LOCAL 589, IN THE AMOUNT OF TWO THOUSAND SIX HUNDRED TWENTY-ONE DOLLARS AND FORTY CENTS (\$2,621.40)** is legally sufficient for placement in NOVUS Agenda.



Catoria Martin, *City Attorney*

Justin Powell, *Deputy City Attorney* J.P.

5/3/23
Date

OFFICE OF THE CITY ATTORNEY
5/13/23

ORDER RATIFYING PAYMENTS FOR SERVICES PERFORMED BY OVG 360 MANAGEMENT GROUP AND IATSE LOCAL 589, IN THE AMOUNT OF TWO THOUSAND SIX HUNDRED TWENTY-ONE DOLLARS AND FORTY CENTS (\$2,621.40) (HARRIS, LUMUMBA)

WHEREAS, the OVG 360 Management Group (“OVG 360”) of the Jackson Convention Center and IATSE Local 589 (“IATSE”) with Thalia Maria Hall, both performed services for the City of Jackson, Parks and Recreation Department, on three (3) separate dates: and

WHEREAS, OVG 360 for the Jackson Convention Center provided the following services totaling One Thousand Dollars (\$1,000.00) for the *Jackson African American Male Wellness Walk* on April 22, 2023: Ballroom D at the discounted rate of Five Hundred Dollars (\$500.00); six (6) hours of security services for two hundred plus (200+) participants at the rate of Twenty-Five Dollars (\$25.00) per hour; and janitorial services at the rate of Three Hundred and Fifty Dollars (\$350.00); and

WHEREAS, IATSE with Thalia Maria Hall provided the following services totaling One Thousand Sixteen Dollars and Forty Cents (\$1,016.40) for the *Five Heartbeat Musical* on February 4, 2023: stage set-up, focus lighting, and gel lighting at the rate of Twenty Dollars (\$20.00) per hour with a twenty-one percent (21%) payroll fee for six (6) employees during the seven (7) hours of set-up time; and

WHEREAS, IATSE with Thalia Maria Hall also provided the following services totaling Six Hundred and Five Dollars (\$605.00) for the *Mic Check with a Twist* event on March 17, 2023: stage set-up, focus lighting, and gel lighting at the rate of Twenty Dollars (\$20.00) per hour with a twenty-one percent (21%) payroll fee for five (5) employees during the six (6) hours of set-up time; thus

IT IS HEREBY ORDERED, that a payment in the amount of One Thousand Dollars (\$1,000.00) be made to OVG 360 from account number 005.501.10-6512 for providing the above listed services, on April 22, 2023, for the Department of Parks and Recreation; and

IT IS FURTHER ORDERED, that a payment in the amount of One Thousand Six Hundred Twenty-One Dollars and Forty Cents (\$1,621.40) be made to IATSE from account no. 005.501.25-6419 for providing the above listed services, on February 4, 2023, and March 17, 2023, for the Department of Parks and Recreation.

**Agenda Item No.21
May 9, 2023
(Harris, Lumumba)**

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

DATE: 04/27/2023

P O I N T S		C O M M E N T S										
1.	Brief Description/Purpose	Order ratifying payments for services performed by OVG 360 and IATSE and authorizing payment in the amount of Two Thousand, Six Hundred and Twenty-One Dollars and Forty Cents (\$2,621.40).										
2.	Public Policy Initiative 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	5. Economic Development 7. Quality of Life										
3.	Who will be affected	Parks and Recreation Department										
4.	Benefits	To ensure a positive working relationship is maintained to continue providing programs to the Citizens of Jackson, Mississippi.										
5.	Schedule (beginning date)	Upon City Council approval.										
6.	Location: ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable	Citywide No										
7.	Action implemented by: ▪ City Department <input type="checkbox"/> ▪ Consultant <input type="checkbox"/>	The Parks and Recreation Department										
8.	COST	One Thousand Dollars (\$1,000.00) to OVG 360 One Thousand Six Hundred Twenty-One Dollars and Forty Cents (\$1,621.40) to IATSE Local 589										
9.	Source of Funding ▪ General Fund <input type="checkbox"/> ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input type="checkbox"/>	Account No. 005.501.10-6512 - \$1,000.00 Account No. 005.501.25-6419 - \$1,621.40										
10.	EBO participation	ABE	_____	%	WAIVER	___	Yes	___	No	___	N/A	<u>X</u>
		AABE	_____	%	WAIVER	___	Yes	___	No	___	N/A	<u>X</u>
		WBE	_____	%	WAIVER	___	Yes	___	No	___	N/A	<u>X</u>
		HBE	_____	%	WAIVER	___	Yes	___	No	___	N/A	<u>X</u>
		NABE	_____	%	WAIVER	___	Yes	___	No	___	N/A	<u>X</u>

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



"One City, One Aim, One Destiny"

Memo

TO: Mayor Lumumba

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

DATE: April 27, 2023

RE: Ratifying Payments to OVG 360 and IATSE

Order ratifying payments for services performed by OVG 360 and IATSE and authorizing payment in the amount of Two Thousand, Six Hundred and Twenty-One Dollars and Forty Cents (\$2,621.40).

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

Thank you.

IBHjr/sa



105 E Pascagoula St
 Jackson, MS 39201
 p.601-960-2321

Quote

Group: *City of Jackson - Jackson African American Male Wellness Walk*
Event Dates: Saturday, April 22, 2023
Group Contact: Angela White
Event Type: Special Event
Sales Manager: Maleika Hentz

Number of Days	Space	Rate	Total
1	Load In / Friday, April 21, 2023 1:00pm - 5:00pm	\$ 500.00	\$ 500.00
1	Lamar Lobby	\$ 500.00	\$ 500.00
1	Ballroom D	\$ 2,000.00	\$ 2,000.00
			\$ 3,000.00
		Discount: \$ (2,500.00)	\$ (2,500.00)
Subtotal With Discounts			\$ 500.00
10% Sales Tax			
Room Rental Total			\$ 500.00
Total Hours Billed	Labor		
	Security		\$ -
6	1- Guard @ \$25.00 per hour / 3 days	\$ 25.00	\$ 150.00
1	Janitorial Service	\$ 350.00	\$ 350.00
Subtotal			\$ 500.00
10% Sales Tax			
Labor Total			\$ 500.00
Total Charges			\$ 1,000.00

Memo

To: Purchasing Division

From: Lisa Wilson, Recreation Manager *LW*

cc: Wendey Brown, Budget/Investment Supervisor

Date: 4/11/2023

Re: Quote Provided Requesting a Purchase Order for IATSE LOCAL 589

THIS SERVICE IS USUALLY RENDERED BEFORE RECEIVING THE QUOTE BECAUSE THE FEE STRUCTURE CHANGES AFTER THE EVENT IS RENDERED BY THE "MIC CHECK WITH A TWIST" AT THE MUNICIPAL AUDITORIUM (THALIA MARA HALL). PLEASE PULL **\$605.00 FROM 5.501.25-6419 OTHER PROFESSIONAL SERVICES**

REQ. 2023/3211

Parks & Recreation

Memo

To: Purchasing Division

From: Lisa Wilson, Recreation Manager *LW*

cc: Wendy Brown, Budget/Investment Supervisor

Date: 4/18/2023

Re: Quote Provided Requesting a Purchase Order for IATSE LOCAL 589

THIS SERVICE IS NECESSARY FOR THE DANCE PROGRAM BY THE IATSE LOCAL 589 IN ORDER TO UTILIZE THE STAGE AND LIGHTING CONTROL FOR THE FIVE HEARTBEATS DANCE PRODUCTION AT THE MUNICIPAL AUDITORIUM (THALIA MARA HALL). PLEASE PULL **\$1,016.40 FROM 5.501.25-6419 OTHER PROFESSIONAL SERVICES**



105 E Pascagoula St
 Jackson, MS 39201
 p.601-960-2321

Quote

Group: City of Jackson - Jackson African American Male Wellness Walk
Event Dates: Saturday, April 22, 2023
Group Contact: Angela White
Event Type: Special Event
Sales Manager: Maleka Hentz

Number of Days	Space	Rate	Total	
1	Load In / Friday, April 21, 2023 1:00pm - 5:00pm	\$ 500.00	\$	500.00
1	Lamar Lobby	\$ 500.00	\$	500.00
1	Ballroom D	\$ 2,000.00	\$	2,000.00
			\$	3,000.00
		Discount	\$ (2,500.00)	\$ (2,500.00)
Subtotal With Discounts			\$	500.00
10% Sales Tax				
Room Rental Total			\$	500.00
Total Hours Billed	Labor			
	Security		\$	-
6	1- Guard @ \$25.00 per hour / 3 days	\$ 25.00	\$	150.00
1	Janitorial Service	\$ 350.00	\$	350.00
Subtotal			\$	500.00
10% Sales Tax				
Labor Total			\$	500.00
Total Charges			\$	1,000.00

Item
 #2

Memo

To: Purchasing Division
From: Lisa Wilson, Recreation Manager *LW*
cc: Wendey Brown, Budget/Investment Supervisor
Date: 4/11/2023
Re: Quote Provided Requesting a Purchase Order for IATSE LOCAL 589

THIS SERVICE IS USUALLY RENDERED BEFORE RECEIVING THE QUOTE BECAUSE THE FEE STRUCTURE CHANGES AFTER THE EVENT IS RENDERED BY THE "MIC CHECK WITH A TWIST" AT THE MUNICIPAL AUDITORIUM (THALIA MARA HALL). PLEASE PULL \$605.00 FROM 5.501.25-6419 OTHER PROFESSIONAL SERVICES

REQ. 2023/3211

Parks & Recreation

Memo

To: Purchasing Division
From: Lisa Wilson, Recreation Manager *LW*
cc: Wendey Brown, Budget/Investment Supervisor
Date: 4/18/2023
Re: Quote Provided Requesting a Purchase Order for IATSE LOCAL 589

THIS SERVICE IS NECESSARY FOR THE DANCE PROGRAM BY THE IATSE LOCAL 589 IN ORDER TO UTILIZE THE STAGE AND LIGHTING CONTROL FOR THE FIVE HEARTBEATS DANCE PRODUCTION AT THE MUNICIPAL AUDITORIUM (THALIA MARA HALL). PLEASE PULL **\$1,016.40 FROM 5.501.25-6419 OTHER PROFESSIONAL SERVICES**

22

OFFICE OF THE ATTORNEY GENERAL
5/16/23

ORDER ACCEPTING THE SPONSORSHIP OF A FIREWORKS DISPLAY FROM DOWNTOWN PARTNERS, LLC, FOR THE SPECIFIC PURPOSE OF PROVIDING A FIREWORKS EXHIBITION NEAR 105 EAST PASCAGOULA STREET ON FRIDAY, JUNE 16, 2023, FOR THE OBSERVANCE OF JUNETEENTH

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

WHEREAS, Mississippi Attorney General Opinion Number 2010-00022 (2010 WL 942877) states that municipal governing authorities have the authority to accept donations for specifically designated purposes; and

WHEREAS, Downtown Partners, LLC, (“Downtown Partners”) has indicated that it is sponsoring the fireworks display for the City of Jackson’s Juneteenth Fireworks Extravaganza with no expectation of future favorable treatment by the City of Jackson and with no intention of influencing or attempting to influence any future City of Jackson municipal action(s); and

WHEREAS, Downtown Partners is a Mississippi limited liability company in good standing according to the information appearing in the online database of the Mississippi Secretary of State’s website; and

WHEREAS, Downtown Partners’ sponsorship of the fireworks display arises from its desire to support the City of Jackson and the Department of Parks and Recreation in their efforts to observe Juneteenth; and

WHEREAS, the Department of Parks and Recreation desires permission to accept Downtown Partners’ sponsorship of the fireworks display; and

WHEREAS, the Department of Parks and Recreation is requesting permission to have the Juneteenth Street Festival and Firework Exhibition near 105 East Pascagoula Street, Jackson, Mississippi, on Friday, June 16, 2023; thus

IT IS THEREFORE ORDERED, that the Mayor be authorized to execute any and all documents accepting the sponsorship of the fireworks display by Downtown Partners; and

IT IS FURTHER ORDERED, that said fireworks display shall be used on Friday, June 16, 2023, in the City of Jackson’s observance of Juneteenth.

Agenda Item No. 23
May 9, 2023
(Harris, Lumumba)



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

Business Type:	Limited Liability Company
Business ID:	617263
Status:	Good Standing
Effective Date:	04/13/1995
State of Incorporation:	Mississippi
Principal Office Address:	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

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

DATE: 04/28/2023

POINTS		COMMENTS
1.	Brief Description/Purpose	Order accepting sponsorship of fireworks from Down Town Partners, LLC. for the specific purpose of providing a firework exhibition 105 East Pascagoula Street Jackson, Mississippi on Friday, June 16, 2023 for the Juneteenth Observance
2.	Public Policy Initiative 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	7. Quality of Life
3.	Who will be affected	Youth and the Citizens of Jackson
4.	Benefits	Provides the Citizens of Jackson the opportunity to view and enjoy a safe firework exhibition.
5.	Schedule (beginning date)	Upon City Council approval.
6.	Location: ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable	Citywide No
7.	Action implemented by: ▪ City Department <input type="checkbox"/> ▪ Consultant <input type="checkbox"/>	The Parks and Recreation Department
8.	COST	N/A
9.	Source of Funding ▪ General Fund <input type="checkbox"/> ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input type="checkbox"/>	Downtown Partners, LLC. sponsoring the fireworks for City of Jackson Fireworks Exhibition for the Juneteenth Observance
10.	EBO participation	ABE _____ % WAIVER ___ Yes ___ No ___ N/A <u>X</u> AABE _____ % WAIVER ___ Yes ___ No ___ N/A <u>X</u> WBE _____ % WAIVER ___ Yes ___ No ___ N/A <u>X</u> HBE _____ % WAIVER ___ Yes ___ No ___ N/A <u>X</u> NABE _____ % WAIVER ___ Yes ___ No ___ N/A <u>X</u>

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



"One City, One Aim, One Destiny"

Memo

TO: Mayor Lumumba

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

DATE: April 28, 2023

RE: Downtown Partnership Sponsorship for Juneteenth 2023

Order accepting sponsorship of fireworks from Down Town Partners, LLC. for the specific purpose of providing a firework exhibition 105 East Pascagoula Street Jackson, Mississippi on Friday, June 16, 2023 for the Juneteenth Observance

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

Thank you.


IBHjr/sa

Office of the City Attorney

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

OFFICE OF THE CITY ATTORNEY

This ORDER ACCEPTING THE SPONSORSHIP OF A FIREWORKS DISPLAY FROM DOWNTOWN PARTNERS, LLC., FOR THE SPECIFIC PURPOSE OF PROVIDING A FIREWORKS EXHIBITION NEAR 105 EAST PASCAGOULA STREET ON FRIDAY, JUNE 16, 2023, FOR THE OBSERVANCE OF JUNETEENTH is legally sufficient for placement in NOVUS Agenda.



Catoria Martin, City Attorney

Justin Powell, Deputy City Attorney J.P.

5/3/23

Date

OFFICE OF THE CITY ATTORNEY
5/3/23

23

Approved by the City Council
5-12-23

ORDER PROPOSING REVISED FEE SCHEDULES FOR THE FOLLOWING CITY OF JACKSON, MISSISSIPPI, RECREATIONAL FACILITIES: PETE BROWN GOLF FACILITY, GROVE PARK GOLF COURSE, AND THE JACKSON ZOO (HARRIS, LUMUMBA)

WHEREAS, the City of Jackson, Department of Parks and Recreation, provides full golf services at the Pete Brown Golf Facility and the Grove Park Golf Course, as well as educational and zoological experiences at the Jackson Zoo, to the general public at certain set prices; and

WHEREAS, the current fees at the Pete Brown Golf Facility have been in place since December 20, 2019; and

WHEREAS, the fee schedule adjustments at each above facility are to provide fair and comparable fees and to attract more public participation; and

WHEREAS, the City of Jackson Parks and Recreation Department proposes revising the fee schedules, as listed below:

PETE BROWN GOLF FACILITY

	OLD FEES		NEW FEES	
GREEN FEES	9-HOLE WEEKDAY	\$10.50	9-HOLE WEEKDAY	\$12.00
	18-HOLE WEEKDAY	\$12.50	18-HOLE WEEKDAY	\$14.00
	9-HOLE WEEKEND	\$14.50	9-HOLE WEEKEND	\$14.00
	18-HOLE WEEKEND	\$14.40	18-HOLE WEEKEND	\$16.00
CART FEES	9-HOLE	\$6.25	9-HOLE	\$8.00
	18-HOLE	\$12.50	18-HOLE	\$16.00
DRIVING RANGE FEES	SMALL BUCKET	\$3.50	SMALL BUCKET	\$5.00
	MEDIUM BUCKET	\$5.00	MEDIUM BUCKET	\$7.00
	LARGE BUCKET	\$8.50	LARGE BUCKET	\$9.00
	JUMBO BUCKET	\$12.50	JUMBO BUCKET	\$10.00
MEMBERSHIP MONTHLY FEES	SENIOR RATE	\$35.00	SENIOR RATE	\$40.00
	REGULAR	\$50.00	REGULAR RATE	\$60.00
MEMBERSHIP ANNUAL FEES			SENIOR RATE	\$650.00
			REGULAR RATE	\$800.00
MEMBERSHIP ANNUAL GOLF PASSES (JAN-FEB)	SENIOR RATE	\$670.00	SENIOR RATE	\$600.00
	REGULAR RATE	\$900.00	REGULAR RATE	\$750.00
MEMBERSHIP ANNUAL SINGLE GOLF FEES	SENIOR RATE	\$720.00	SENIOR RATE	\$800.00
	REGULAR RATE	\$950.00	REGULAR RATE	\$950.00

Agenda Item No. 23
May 9, 2023
(Harris, Lumumba)

GROVE PARK GOLF COURSE

	OLD FEES	NEW FEES
GREEN FEES		9-HOLE WEEKDAY \$8.00
		18-HOLE WEEKDAY \$10.00
		9-HOLE WEEKEND \$10.00
		18-HOLE WEEKEND \$10.00
CART FEES		9-HOLE \$7.00
		18-HOLE \$14.00
MEMBERSHIP MONTHLY FEES		SENIOR RATE \$25.00
		REGULAR RATE \$35.00
<ul style="list-style-type: none"> • Yearly fee does not include Golf Cart Fee (ONLY Green Fee) 		

THE JACKSON ZOO

MEMBERSHIP	FAMILY (4)	\$150.00
	EACH ADDITIONAL CHILD	\$10.00
SINGLE-MEMBER		\$100.00
MILITARY		10% DISCOUNT
SENIOR		10% DISCOUNT
ZOO DAY	MEMBERSHIP COVERS ADMISSION, BUT NOT SPECIAL TICKETS	
ICE CREAM SAFARI	CAROUSEL RIDE INCLUDED WITH MEMBERSHIP	

IT IS HEREBY ORDERED, that the proposed fee schedule revisions for the City of Jackson, Department of Parks and Recreation, Pete Brown Golf Facility, Grove Park Golf Course, and the Jackson Zoo, be hereby ratified and adopted as provided in the above-referenced charts.

Office of the City Attorney

455 East Capitol Street
Post Office Box 2779
Jackson, Mississippi 39207-2779
Telephone: (601) 960-1700
Facsimile: (601) 960-1750

Justin Powell
5/3/23

OFFICE OF THE CITY ATTORNEY

This **ORDER PROPOSING REVISED FEE SCHEDULES FOR THE FOLLOWING CITY OF JACKSON, MISSISSIPPI, RECREATIONAL FACILITIES: PETE BROWN GOLF FACILITY, GROVE PARK GOLF COURSE, AND THE JACKSON ZOO** is legally sufficient for placement in NOVUS Agenda.



Catoria Martin, *City Attorney*

Justin Powell, *Deputy City Attorney* J.P.

5/3/23
Date

24

ORDER AMENDING THE FISCAL YEAR 2022-2023 BUDGET FOR THE DEPARTMENT OF PARKS AND RECREATION TO TRANSFER \$66,974.42 FROM THE PERSONAL SERVICES CATEGORY TO THE FOLLOWING: FEED FOR ANIMALS CATEGORY, OTHER PROFESSIONAL SERVICES CATEGORY, BUILDING MAINTENANCE CATEGORY, AND THE SUNDRY CATEGORY, IN ORDER TO ASSIST WITH FEEDING ANIMALS, BUILDING MAINTENANCE, AND EMPLOYEE WAGES AT THE JACKSON ZOO (HARRIS, LUMUMBA)

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

WHEREAS, it is the sincere desire of the City of Jackson, Department of Parks and Recreation, to provide consistent and outstanding service to our citizens and visiting guests at the Jackson Zoo. To help accomplish this endeavor, adequate animal feedings, building maintenance, and staff wages are critically needed. Especially with the ongoing occurrence of major structural breakdowns, the rising cost of animal feed, and staffing shortages faced by the Jackson Zoo, all of which have caused and contributed to revenue losses; 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, the Department of Parks and Recreation represents that the Sixty-Six Thousand Nine-Hundred Seventy-Four Dollars and Forty-Two Cents (\$66,974.42) currently located in the "Personal Services" category, that it presently seeks to transfer to other categories, is not needed or expected to be needed for the purpose(s) for which it was originally appropriated in the Fiscal Year 2022-2023 Budget; and

WHEREAS, the Sixty-Six Thousand Nine-Hundred Seventy-Four Dollars and Forty-Two Cents (\$66,974.42) located in the "Personal Services" category is comprised of unspent funds for vacant positions; and

Agenda Item No. 24
May 9, 2023
(Harris, Lumumba)

WHEREAS, the Department of Parks and Recreation needs this requested Budget amendment so that the Jackson Zoo may continue purchasing food for the animals, continue efforts to fix the severe structural maintenance issues, and help with the cost of wages and overtime, especially as summer is approaching and with it an increased number of guests visiting the Jackson Zoo; and

WHEREAS, the following funds are requested to be transferred to the following categories listed below: and

FUNDS TRANSFER FROM:		FUNDS TRANSFER TO:	
Personal Services Category Account: 390-498.00-6111	\$66,974.42	Feed For Animals Category Account: 390-498.00-6214	\$20,000.00
		Other Professional Services Category Account: 390-498.00 - 6419	\$20,000.00
		Building Maintenance Category Account: 390-498.00 - 6461	\$20,000.00
		Sundry Category Account: 390-498.00 - 6730	\$6,974.42
		Total Funds Transfer Request	\$66,974.42

WHEREAS, this intradepartmental transfer of Sixty-Six Thousand Nine-Hundred Seventy-Four Dollars and Forty-Two Cents (\$66,974.42) is in statutory compliance with Section 21-35-25 of the Mississippi Code Annotated, as amended, because the transfer requested in this Order, added to any previous Fiscal Year 2022-2023 Department of Parks and Recreation Budget intradepartmental transfers, does not exceed ten percent (10%) of the total budget amount appropriated to the Fiscal Year 2022-2023 Department of Parks and Recreation Budget; thus,

IT IS THEREFORE ORDERED, that the Fiscal Year 2022-2023 Budget for the Department of Parks and Recreation be amended to authorize a Budget transfer of Sixty-Six Thousand Nine-Hundred Seventy-Four Dollars and Forty-Two Cents (\$66,974.42) from the "Personal Services" category, to be allocated as follows:

FUNDS TRANSFER FROM:		FUNDS TRANSFER TO:	
Personal Services Category Account: 390-498.00-6111	\$66,974.42	Feed For Animals Category Account: 390-498.00-6214	\$20,000.00
		Other Professional Services Category Account: 390-498.00 - 6419	\$20,000.00

		Building Maintenance Category Account: 390-498.00 - 6461	\$20,000.00
		Sundry Category Account: 390-498.00 - 6730	\$6,974.42
		Total Funds Transfer Request	\$66,974.42

(HARRIS, LUMUBA)

ITEM NO.:	
DATE:	

Office of the City Attorney

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

OFFICE OF THE CITY ATTORNEY
Powell
5/3/23

OFFICE OF THE CITY ATTORNEY

This **ORDER AMENDING THE FISCAL YEAR 2022-2023 BUDGET FOR THE DEPARTMENT OF PARKS AND RECREATION TO TRANSFER \$66,974.42 FROM THE PERSONAL SERVICES CATEGORY TO THE FOLLOWING: FEED FOR ANIMALS CATEGORY, OTHER PROFESSIONAL SERVICES CATEGORY, BUILDING MAINTENANCE CATEGORY, AND THE SUNDRY CATEGORY, IN ORDER TO ASSIST WITH FEEDING ANIMALS, BUILDING MAINTENANCE, AND EMPLOYEE WAGES AT THE JACKSON ZOO** is legally sufficient for placement in NOVUS Agenda.



Catoria Martin, City Attorney

Justin Powell, Deputy City Attorney J.P.

5/3/23
Date

25

ORDER AMENDING THE APRIL 11, 2023 ORDER ACCEPTING THE BIDS OF MANDEL METALS, INC., d/b/a US STANDARD SIGN FOR 18 MONTH SUPPLY OF ALUMINUM SIGN BLANKS, (BID NO. 55063-010323) TO INCLUDE AND ACCEPT THE BID OF NEWMAN SIGNS, INC.

4/18/23
CITY ATTORNEY
A. UU.

WHEREAS, the Department of Public Works issued an advertisement for bids for the eighteen-month supply of aluminum sign blank: and

WHEREAS, the advertisement requested a bid for flat aluminum traffic control sign blanks, extruded aluminum street name sign blanks, and flat aluminum street name sign blanks in various sizes: and

WHEREAS, on April 11, 2023, the governing authorities for the City of Jackson accepted the Bid of Mandel Metals, Inc. d/b/a US Standard Sign for eighteen-month supplies of aluminum sign blanks; and

WHEREAS, the Department of Public Works recommends that the governing authorities of the City of Jackson amend its April 11, 2023 order also to accept the bid of Newman Signs, Inc.; and

WHEREAS, the Department of Public Works recommends that the governing authority accepts the lowest and best bid of Newman Signs, Inc. for the following items for the supply of aluminum sign blanks:

Section 1: 4, 12, 15, 17, 24, 26, 27, 28, 32, 33, 34, 36, 38, 39, 44, 45, 46, 47, 54, 55, 56, 57, 58; and

Section 3: 1-11

WHEREAS, the Department of Public Works recommends that the governing authority accepts the lowest and best bid of Mandel Metals, Inc. d/b/a US Standard Sign for the following items for the supply of aluminum sign blanks:

Section 1: 1, 2, 3, 5, 6, 7, 8, 9, 10, 11, 13, 14, 16, 18, 19, 20, 21, 22, 23, 25, 29, 30, 31, 35, 37, 40, 41, 42, 43, 48, 49, 50, 51, 52, 53, 59, 60, 61; and

Section 2: 1-6

IT IS THEREFORE ORDERED that the bids, 55063-010323 be amended as enumerated below for a eighteen month (February 1, 2023 through August 31, 2024) term for the supply of aluminum sign blanks, be accepted as the lowest and best bids received:

COMPANY
NAME
Mandel

ITEMS

Metals, Inc. Section 1: 1, 2, 3, 5, 6, 7, 8, 9, 10, 11, 13, 14, 16, 18, 19, 20, 21, 22, 23, 25, 29, 30, 31, 35, 37, 40, 41, 42, 43, 48, 49, 50, 51, 52, 53, 59, 60, 61; and
Section 2: 1-6

Agenda Item No. 25
May 9, 2023
(R.Lee, Lumumba)

Newman Section 1: 4, 12, 15, 17, 24, 26, 27, 28, 32, 33, 34, 36, 38, 39, 44, 45, 46, 47, 54, 55, 56,
57, 58; and
Signs, Inc. Section 3: 1-11

IT IS FURTHER ORDERED that the Mayor is authorized to execute any and all documents necessary for the Public Works Department to make payments for said Aluminum Sign Blanks from the General Fund.

ITEM NO. _____
AGENDA DATE: _____
BY: Lee, Lighter, Lumumba

Purchasing Division
200 South President Street – Suite 604
Jackson, MS 39212
(601) 960-1025 (Fax) (601) 960-1049



Memorandum

To: Michael Davis, Equal Business Opportunity Officer
Vic Sexton, Office of Economic Development

From: Purchasing Division

Thru: Nathan Lighter, Superintendent of Traffic Engineering, Department of Public Works

CC: Lou Wright, Chief Administrative Officer

Date: April 26, 2023

Re: Bid Number: 55063-010323

The attached bid and tabulations have been prepared by the Purchasing Division for the department/division contact person as a guide to review the bid technical specifications. Bids were received on January 03, 2023 as follows:

Vendor Name	TECHNICAL		EBO PLAN (Included w/Bid Package?)	
	YES	NO	YES	NO
Mandel Metals, Inc. d/b/a/ U.S. Standard Sign			X	
Newman Signs, Inc.			X	
Canuck Power, Inc.			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.

Signed (Department / Division Contact Person

Please attach a copy of Bid Recommendation.

Office of the City Attorney

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

OFFICE OF THE CITY ATTORNEY

OFFICE OF THE CITY ATTORNEY
4/11/23 A.M.

This ORDER AMENDING THE APRIL 11, 2023 ORDER ACCEPTING THE BIDS OF MANDEL METALS, INC., D/B/A US STANDARD SIGN FOR 18 MONTH SUPPLY OF ALUMINUM SIGN BLANKS, (Bid No. 55063-010323) TO INCLUDE AND ACCEPT THE BID OF NEWMAN SIGNS, INC. is legally sufficient for placement in NOVUS Agenda.



Catoria Martin, *City Attorney*

Sondra Moncure, *Deputy City Attorney* A.M.

4/19/23

Date

INSTRUCTIONS FOR PREPARING BID/RFP RECOMMENDATION

Please read the following instructions to prepare recommendation.

1. Enclosed in this package are your bid/RFP recommendation instructions, Brochures (if attached) and a copy of the bid tabulation prepared by Purchasing Division. **PLEASE DO NOT RETURN BROCHURES OR BID PACKAGES TO PURCHASING.**

2. Preparing the recommendation, address your memo as follows:

TO: Mayor Chokwe Antar Lumumba
FROM: Requestor Department Director/Department Head
Name/Department or Division
DATE: The current date when typing the memo
SUBJECT: List the Bid/RFP Description, Bid/RFP Number and Opening Date and/or Term

Example of the Subject Line:

One-Time Bid/RFP: Microcomputers & Software
Bid/RFP No. 20590-043011
Opened: April 30, 2011

A Term Bid: Twelve Month Supply of Foods - Dairy Products - Group III
Bid/RFP No. 37301-043011
Opened: April 30, 2011
Term: June 1, 2011 through May 31, 2012

3. The bid recommendation should be prepared ASAP, no later than 5 working days after receipt of the bid tabulation and the related documents.
4. Clearly state in the body of your memo the vendor(s) you are recommending their address, why and the appropriate items. Lowest and best bid being recommended is not necessarily the lowest bid received, detail calculations and a summary statement must be included as a part of your memorandum to justify the recommended purchase (Sec 31-7-13 (d) MS Code 1972 Annotated)
5. If your recommendation is for a one-time bid award, it should clearly state the recommended vendor and a total bid dollar amount being awarded.
6. If your recommendation is for a term bid award, it should clearly state the recommended vendor(s), item by number, by section and item or by the description. The dollar amount is not to be stated for a term bid award.
7. At the conclusion of your memorandum there should be an area for signatures of approval by the following person only: Department Director, Deputy Director or Division Manager; unless the memo is from one of them.

8. Now you have completed your recommendation; please send the original recommendation & other documents to the Purchasing Division as indicated below:

- a. Recommendation- prepared by using Department.
- b. 10 Point Data Sheet - prepared & completed by the using Department.
- c. Tabulation Copy- of bid(s)/RFP received provided from Purchasing.
- d. EBO Determination-is provided by the EBO Office though e-mail.
- e. Technical Review Form from Purchasing; requestor should complete & signed.

9. The Purchasing Division is not connected or set up in the Novus Agenda Routing System to route the Agenda Item. Therefore, Purchasing will prepare the Agenda Item if selected and email a copy to Legal for approval & signature by Legal or to the department to secure & attached in the Novus Agenda System, signifying Purchasing Manager's approval, after clearance to process.

10. Immediately after the Agenda Order has been approved by Purchasing, it will be emailed to the appropriate person within your department. At that time you will set up the Agenda in the Novus Agenda System to be routed to the various personnel within your department for approval. The attached Agenda Order will have the Purchasing Manager's approval already. Once set up in Novus, attach the Agenda in the Novus Agenda System and route to the following personnel:

Department Director
Deputy Director
Division Manager
Finance
EBO Office
Legal Department
Mayor's Office Representative/CAO

11. The final step is to make sure the Agenda is routed in Novus to the City Clerk's Office to be placed on the City Council's Agenda.

EIGHTEEN-MONTH SUPPLY OF ALUMINUM SIGN BLANKS

BID NO. 55063-010323

TERM: February 1, 2023 THROUGH August 31, 2024

ADVERTISED: December 15, 2022 & December 22, 2022

OPENED: January 03, 2023

TRAFFIC ENGINEERING DIVISION
DEPARTMENT OF PUBLIC WORKS

ACCOUNT: GENERAL FUND

SECTION 1 – Flat Aluminum Traffic Control Sign Blanks

Item No.	Height (Inches)	Length (Inches)	Shape	Unit Price	Unit Price	Unit Price
1	6	12	Rect	3.06	2.03	No Bid
2	6	18	Rect	3.73	2.84	No Bid
3	8	24	Rect	5.31	4.29	No Bid
4	9	14	Rect	4.07	4.90	No Bid
5	10	24	Rect	6.22	5.02	No Bid
6	12	12	Square	4.41	3.51	No Bid
7	12	18	Rect	5.77	4.59	No Bid
8	12	24	Rect	7.12	5.86	No Bid
9	12	30	Rect	8.48	8.37	No Bid
10	12	36	Rect	9.83	8.81	No Bid
11	15	21	Rect	7.63	6.42	No Bid
12	15	30	Rect	10.18	20.94	No Bid
13	18	18	Square	7.80	6.60	No Bid
14	18	24	Rect	9.83	8.81	No Bid
15	18	30	Rect	11.87	18.86	No Bid
16	18	36	Rect	13.90	13.23	No Bid
17	18	42	Rect	15.94	29.35	No Bid
18	18	48*	Rect	22.81	22.04	No Bid

Newman Signs, Inc.
Attn: Matthew Morris
1606 6th Ave SW
Jamestown, ND
1606 6th Ave SW
Jamestown, ND
(800) 437-9970
dmorris@nevman Signs.com

Mandel Metals Inc.
DBA: US Standard Sign
Attn: Sean Fallon
11400 Addison Ave
Franklin Park, IL 60131
11400 Addison Ave
Franklin Park, IL 60131
(847) 447-2234
sean@usstandardsign.com

Canuck Power, Inc
Attn: Michael Edie
1114-830 Lawrence Ave W
North York, ON
5520 Johnston St, Suite 517
Lafayette, LA 70503
(647) 675-3543
abu.edie@icloud.com

SECTION 2 – Extruded Aluminum Street Name Sign Blanks

Item No.	Height (Inches)	Length (Inches)	Shape	Unit Price			Unit Price		Unit Price	
1	9	24	Rect	11.99			9.43		234.00	
2	9	30	Rect	14.46			11.79		294.00	
3	9	36	Rect	16.91			14.16		353.00	
4	9	48	Rect	21.83			18.86		470.00	
5	9	42	Rect	19.38			16.53		510.00	
6	9	54	Rect	24.30			21.80		529.00	
Delivery:				30 days			30 days			100 days

Newman Signs, Inc.
 Attn: Matthew Morris
 1606 6th Ave SW
 Jamestown, ND
 1606 6th Ave SW
 Jamestown, ND
 (800) 437-9970
mmorris@newmansigns.com

Mandel Metals, Inc. DBA US Standard Sign
 Attn: Sean Fallon
 11400 W Addison Ave
 Franklin Park, Inc. 60131
 11400 W Addison Ave
 Franklin Park, Inc. 60131
 (847) 447-2234
sean@usstandardsign.com

Canuck Power, Inc.
 Attn: Michael Edie
 1114-830 Lawrence Ave W
 North York, ON
 5520 Johnston St, Suite 517
 Lafayette, LA 70503
 (647) 675-3543
abu.edie@icloud.com

SECTION 3 – Flat Aluminum Street Name Sign Blanks

Item No.	Height (Inches)	Length (Inches)	Shape	Unit Price	Unit Price	Unit Price
1	9	24	Rect	6.21	7.61	No Bid
2	9	30	Rect	7.23	9.30	No Bid
3	9	36	Rect	8.24	11.12	No Bid
4	9	42	Rect	9.27	12.98	No Bid
5	9	48	Rect	10.29	14.84	No Bid
6	9	54	Rect	13.07	18.96	No Bid
7	12	30	Rect	8.92	12.36	No Bid
8	12	36	Rect	10.29	14.84	No Bid
9	12	42	Rect	11.64	18.69	No Bid
10	12	48	Rect	13.00	19.80	No Bid
11	12	54	Rect	16.12	25.30	No Bid
Delivery:				30 days	30 days	100 days
Bid valid for:						60 days
EBO Plan Application:				An Attachment	An Attachment	An Attachment
				<p>Newman Signs, Inc. Attn: Matthew Morris 1606 6th Ave SW Jamestown, ND 1606 6th Ave SW Jamestown, ND (800) 437-9970 mmorris@newmansigns.com</p>	<p>Mandel Metals, Inc. DBA US Standard Sign Attn: Sean Fallon 11400 W Addison Ave Franklin Park, Inc. 60131 11400 W Addison Ave Franklin Park, Inc. 60131 (847) 447-2234 sean@usstandardsign.com</p>	<p>Canuck Power, Inc. Attn: Michael Edie 1114-830 Lawrence Ave W North York, ON 5520 Johnston St, Suite 517 Lafayette, LA 70503 (647) 675-3543 abh.edie@icloud.com</p>

26

ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT WITH BENCHMARK CONSTRUCTION CORPORATION FOR EMERGENCY PROJECT MANAGEMENT

OFFICE OF THE CITY ATTORNEY
5/10/23
26

WHEREAS, the City of Jackson Department of Public Works and Department of Human and Cultural Services are currently in the process of preparing Thalia Mara Hall and the Arts Center of Mississippi for the USA International Ballet Competition (“USA IBC”); and

WHEREAS, the USA IBC is a two-week “Olympic-style” competition for top young dancers from all over the world which occurs every four (4) years in the City of Jackson and is scheduled to take place June 10, 2023 through June 24, 2023; and

WHEREAS, the 2018 USA IBC was attended by more than 44,000 people generating a combined economic impact of \$12.5 million for the City of Jackson and the State of Mississippi; and

WHEREAS, necessary repairs which must take place at both Thalia Mara and the Arts Center prior to June 10, 2023 are currently underway under the management of Benchmark Construction Corporation; and

WHEREAS, the scope of the work originally negotiated did not originally include the Arts Center of Mississippi, which was added to Benchmark’s scope just prior to the presentation of the original order to the City Council at its February 28, 2023 meeting; and

WHEREAS, due to cost savings with some of the work originally contemplated in the scope of work for Thalia Mara Hall, additional projects to further enhance the appearance and environment of Thalia Mara Hall have been identified and are currently progressing toward completion; and

WHEREAS, the additions to the scope of work have resulted in Benchmark Construction Corporation expending additional time in the management of both Thalia Mara Hall and the Arts Center of Mississippi; and

WHEREAS, Benchmark Construction Corporation has estimated that management of the additional scopes of work will require additional management and supervisory services in an amount up to \$52,550.00, which will increase the not to exceed amount of the agreement from \$75,000.00 to \$127,550.00; and

WHEREAS, the Department of Public Works recommends approving the amendment to accomplish the additional scopes of work prior to the U.S.A. International Ballet Competition.

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute an amendment to the professional services agreement with Benchmark Construction Corporation to provide project management services to the City of Jackson to increase the not to exceed amount of the agreement to \$127,550.00.

Agenda Item No. 26
May 9, 2023
(R.Lee, Lumumba)

The CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

5/3/2023
DATE

POINTS		COMMENTS
1.	Brief Description/Purpose	ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT WITH BENCHMARK CONSTRUCTION CORPORATION FOR EMERGENCY PROJECT MANAGEMENT
2.	Public Policy Initiative 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	5. Economic Development 6. Infrastructure & Transportation 7. Quality of Life
3.	Who will be affected	Department of Public Works
4.	Benefits	Presents the City in the best possible light for the International Ballet Competition and the numerous out-of-town attendees
5.	Schedule (beginning date)	Upon Council Approval
6.	Location: ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable	City Wide
7.	Action implemented by: ▪ City Department ▪ Consultant <input type="checkbox"/>	Department of Public Works; Department of Human & Cultural Services
8.	COST	\$52,550.00
9.	Source of Funding ▪ Enterprise Fund ▪ Grant ▪ Bond ▪ Other	Bond Funds for the Repair of Thalia Mara Hall and the Arts Center of Mississippi
10.	EBO participation	ABE _____ % WAIVER yes _____ no _____ N/A <u> x </u> AABE _____ % WAIVER yes _____ no _____ N/A <u> x </u> WBE _____ % WAIVER yes _____ no _____ N/A <u> x </u> HBE _____ % WAIVER yes _____ no _____ N/A <u> x </u> NABE _____ % WAIVER yes _____ no _____ N/A <u> x </u>

Office of the City Attorney

455 East Capitol Street
Post Office Box 2779
Jackson, Mississippi 39202-2779
Telephone: (601) 960-1798
Facsimile: (601) 960-1796

OFFICE OF THE CITY ATTORNEY
8/3/23

OFFICE OF THE CITY ATTORNEY

This **ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT WITH BENCHMARK CONSTRUCTION CORPORATION FOR EMERGENCY PROJECT MANAGEMENT** is legally sufficient for placement in NOVUS Agenda.

CATORIA P. MARTIN, CITY ATTORNEY
Terry Williamson, *Legal Counsel*

8/3/23
DATE

27

**RESOLUTION OF THE CITY COUNCIL OF JACKSON,
MISSISSIPPI HONORING AND RECOGNIZING
*THE ANNUAL JUNETEENTH FREEDOM AND UNITY
CULTURAL CELEBRATION***

WHEREAS, June 19th is a day recognized in the United States of America and across the world as JUNETEENTH; and

WHEREAS, 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

WHEREAS, 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 22nd 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

WHEREAS, 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

WHEREAS, 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 9th day of May, 2023.

Agenda Item No. 27
May 9, 2023
(Stokes)

28

**RESOLUTION OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI IN
SUPPORT OF THE 56TH ANNIVERSARY OBSERVANCE OF THE
MEDGAR WILEY EVERS HOMECOMING, JUNE 6-12, 2023**

WHEREAS, the Medgar Wiley Evers Homecoming activities will recognize the sixtieth 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 60th 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 60th Anniversary Observance of the Medgar Wiley Evers Homecoming.

SO RESOLVED, this the 9th day of May, 2023.

Agenda Item No. 28
Date: May 9, 2023
BY: STOKES

29

RESOLUTION OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI
RECOGNIZING, SUPPORTING THE CELEBRATION OF MOTHER'S
DAY, 2023

WHEREAS, the celebration of Mother's Day was started in the early 20th century by an American, Anna Jarvis, who never became a mother; at the age of twelve, Anna heard her mother as she prayed that someone would begin a day of commemoration to recognize the role mothers play in the development of humankind; and

WHEREAS, in 1907, two years after Ann Marie Jarvis died, her daughter, Anna, began an aggressive campaign to establish Mother's Day; in 1914, Mother's Day became an official holiday in the US.; and

WHEREAS, in almost every culture throughout the world, mothers are deeply respected and revered as the foundation of the most basic unit - the family; and

WHEREAS, traditions of recognition for mother, step-mothers, mothers-in-law, grandmother, great- grandmothers, mother figures and female relatives are diverse; and

WHEREAS, because of the affirmation of the important role of mothers 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 Mother's Day, 2023.

THEREFORE, IT IS HEREBY RESOLVED, that the City Council of Jackson, Mississippi hereby recognizes and supports the observance of Mother's Day, 2018.

SO RESOLVED, this the 9th day of May, 2023.

Agenda Item No. 29
May 9, 2023
(Stokes)

30

RESOLUTION OF THE CITY COUNCIL OF JACKSON MISSISSIPPI VOTE OF NO CONFIDENCE IN THE INTERIM DIRECTOR OF PUBLIC WORKS.

WHEREAS, Robert Lee is employed as the current Interim Director of the Public Works Department and is tasked by the City of Jackson with the oversight and management of all aspects and functions of the Public Works Department; and

WHEREAS, over the last two months, Robert Lee has failed to meet the standards and responsibilities of an Interim Director; and

WHEREAS, the actions leading to the current state of the Public Works Department have included:

- Traffic signal lights out citywide
- Numerous flashing lights have been removed
- Lights out at the bridge on Bailey Avenue
- Fortification Bridge lights out.
- Lights out in high crime areas around the city
- Sewer issues throughout the city
- Honorary street renaming signs failed to be put in place. Ex. Bobby Rush, Robert “Rob Jay” Jeuit and Dr. Perkins
- Low morale within the Public Works Department
- Failure to reopen railroad viaduct near Walter Dutch Welch Drive and Grove Park Golf Course at Grove Park Community Center and Park.

WHEREAS, Robert Lee has failed to provide leadership and has been negligent in handling the problems and concerns of the citizens of Jackson and the Jackson City Council; and

IT IS HEREBY RESOLVED that the Jackson City Council request a vote of no confidence in the Interim Director of Public Works, Robert Lee.

Agenda Item No. 30

May 9, 2023

(Stokes)

31

***NUNC PRO TUNC ORDER OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI,
TO RETAIN LEGAL COUNSEL***

WHEREAS, the City Council of Jackson, Mississippi, did at a Special Meeting on April 5, 2022, adopt an “Order of the City Council of Jackson, Mississippi to Retain Legal Counsel” related to the City Council’s determination that it required separate representation from two law firms – Martin and Martin, PLLC, and Mills, Scanlon, Dye & Pittman, P.A. – related to certain litigation filed by the Mayor against the City Council; and

WHEREAS, one basis for the need for separate counsel was a determination that a conflict of interest did exist between the office of the City Attorney and the City of Jackson; and

WHEREAS, the rate of pay for those outside attorneys had been proposed at \$325 for Deshun Martin of the Martin and Martin firm, \$325 for John Scanlon of the Mills Scanlon firm, with the Mills Scanlon firm to be retained in accordance with the terms of an engagement letter, including hourly rates (a copy of which is attached hereto); and

WHEREAS, all terms of the Mills Scanlon engagement letter were discussed at the meeting and had also been previously submitted to Ms. Virgi Lindsay, the then City Council president; and

WHEREAS, then-Council president Virgi Lindsay (who served until July 1, 2022, when Mr. Ashby Foote assumed the position of City Council president) did execute an engagement letter with Mills Scanlon the following day, on April 6, 2022, containing those rates for both Mr. Scanlon and his firm (see attached Mills Scanlon engagement letter); and

WHEREAS, the Order adopted by the City Council on April 5, 2022, did correctly reference a rate of pay of \$325 per hour for both Mr. Martin and Mr. Scanlon, but through inadvertent clerical error did not reference all Mills Scanlon rates, despite the clear terms of the Mills Scanlon engagement letter and despite the fact of full discussion of those terms with the City Council at its April 5 meeting; and

WHEREAS, the City Council at its regular meeting on July 5, 2022 (at which time Mr. Ashby Foote had begun his term as Council president), and at its special meeting on July 19, 2022, did adopt similar orders, indicating a need for separate representation from the same two law firms related to certain other litigation, again based on a determination that “a conflict does exist between the City Council and the Mayor’s office rendering the City Attorney unable to represent both the Council and the Mayor”; and

WHEREAS, at its regular meeting on Oct. 11, 2022, the City Council did adopt an Order which in part authorized the City Council’s independent special legal counsel to commence seeking other relief, including where appropriate and necessary, judicial relief” which was to be “at their current rate of pay;” and

Agenda Item No. 31
May 9, 2023
(Foote)

WHEREAS, at its special meeting on Jan. 10, 2023, the City Council again adopted an Order which in part authorized the hiring of the City Council's outside legal counsel to seek a certain judicial ruling in court; and

WHEREAS, each of the above Orders of the governing authority of the City of Jackson (April 5, 2022; July 5, 2022; July 19, 2022; Oct. 11, 2022; and Jan. 23, 2023) became final in the absence of the veto of the Mayor; and

WHEREAS, at all times, it was and is the intent of the City Council in its adoption of all of these Orders herein listed, *supra*, to authorize the rate for Mills, Scanlon, Dye and Pittman to include the rate for Mr. Scanlon and other rates of his firm, as memorialized in an engagement letter the president of the City Council did, and was authorized to, execute the following day on April 6, 2022; and

WHEREAS, the purpose of a *nunc pro tunc* order is to correctly evidence a previous action which was not accurately recorded, and the City Council hereby makes a determination that 1) the Order from its April 5, 2022, meeting did not correctly evidence the City Council's actions which were not accurately recorded, and 2) a *nunc pro tunc* order is needed in this matter to reflect accurately the City Council's actions, namely that the Mills Scanlon firm was hired in accordance with the terms of its written engagement letter; and

WHEREAS, the City Council thus and hereby issues this Order, *nunc pro tunc*, to correctly evidence the previous action(s) of the City Council which was/were not properly recorded – the City Council's true action, albeit not properly recorded at the time, was to retain and engage the Mills Scanlon firm in accordance with the terms of its written engagement letter; and

WHEREAS, the City Council of Jackson, Mississippi was named as a defendant in the lawsuit styled “Chokwe A. Lumumba, in his official capacity as Mayor of the City of Jackson vs The City Council of Jackson, Mississippi”; and

WHEREAS, the City Council of Jackson, Mississippi has determined that a conflict does exist between the City Attorney's Office and the City of Jackson; and

WHEREAS, the City Council of Jackson, Mississippi has determined that it is in the best interest of the City of Jackson to defend this lawsuit by retaining the independent legal counsel of Martin and Martin, PLLC and Mills, Scanlon, Dye and Pittman as Co-Counsel; and

WHEREAS, the attorneys with Martin and Martin, PLLC and Mills, Scanlon, Dye and Pittman as Co-Counsel will represent the governing authorities in all matters referencing the lawsuit styled “Chokwe A. Lumumba, in his official capacity as Mayor of the City of Jackson vs The City Council of Jackson, Mississippi” in the Circuit Court of Hinds County First Judicial District Cause No. 22-194; and

WHEREAS, the governing authorities have determined that such representation by outside counsel shall be limited to the City of Jackson, and shall not include the representation of Mayor Chokwe A. Lumumba individually or in his official capacity; and

WHEREAS, Mr. Deshun Martin with Martin and Martin, PLLC and Mr. John Scanlon of Mills, Scanlon, Dye and Pittman as Co-Counsel are highly experienced with the subject matter involved in this case and have agreed to perform services for the City at an hourly rate of \$325.00 per hour equally, based on the skill and experience of the assigned counsels for the charge tasked.

WHEREAS, the agreement with Mills, Scanlon, Dye and Pittman shall also include all of the firm's rates, as memorialized in an engagement letter the president of the City Council is hereby authorized to execute.

WHEREAS, the City Council President has the authorization to execute a waiver letter with Mills, Scanlon, Dye and Pittman.

IT IS, THEREFORE, ORDERED *nunc pro tunc* that Mr. Deshun Martin of Martin and Martin, PLLC, and Mr. John Scanlon of Mills, Scanlon, Dye and Pittman as Co-Counsel is retained as the independent legal counsel of the City of Jackson at an hourly rate of \$325.00 per hour based upon the skill and experience of the assigned counsels (with the Mills Scanlon agreement to be as memorialized in its engagement letter the City Council president is hereby authorized to execute) for the charged task for the purpose of defending the City of Jackson in the lawsuit styled "Chokwe A. Lumumba, in his official capacity as Mayor of the City of Jackson vs The City Council of Jackson, Mississippi".

32

ORDER CONFIRMING THE MAYOR'S TEMPORARY APPOINTMENT OF ROBERT LEE AS DIRECTOR OF THE DEPARTMENT OF PUBLIC WORKS, CITY OF JACKSON, MISSISSIPPI.

WHEREAS, on or about February 10, 2023, the Mayor appointed Robert Lee as Interim Director of the Department of Public Works for the City of Jackson, Mississippi; and

WHEREAS, pursuant to Miss. Code Ann. § 21-15-41, Mississippi Code of 1972, as amended, the interim term of Robert Lee as Public Works Director will expire May 11, 2023, upon expiration he can no longer serve in an interim capacity; and

WHEREAS, on February 28, 2023, the City Council authorized the City of Jackson to enter into an agreement with GovHR USA LLC to provide professional recruiting services to the City of Jackson to employ a Public Works Director; and

WHEREAS, on GovHR USA LLC has worked diligently with the City of Jackson to develop and issue advertising materials to recruit a Public Works Director, but the City has not yet received a list of qualified interested applicants for the position; and

WHEREAS, the temporary appointment came before the City Council for confirmation as required by Section 21-8-23(2), Mississippi Code of 1972, as amended; and

WHEREAS, the appointment of Robert Lee will be temporary and shall expire at the time a new Public Works Director is presented to the City Council for confirmation as a result of the recruitment efforts of GovHR USA LLC; and

WHEREAS, the City Council has considered the temporary appointment, and a majority of the Council present and voting has determined that the appointment should be confirmed.

IT IS, THEREFORE, ORDERED by the City Council of the City of Jackson, Mississippi, that the appointment of Robert Lee as Director of the Department of Public Works for the City of Jackson, Mississippi, is hereby confirmed.

Agenda Item No. 32
May 9, 2023
(Lumumba)



455 East Capitol Street
Post Office Box 2779
Jackson, Mississippi 39207
Telephone 601-960-1799
Facsimile 601-960-1756
Facsimile 601-960-0321

OFFICE OF THE CITY ATTORNEY

OFFICE OF THE CITY ATTORNEY

ORDER CONFIRMING THE MAYOR'S TEMPORARY APPOINTMENT OF ROBERT LEE AS DIRECTOR OF THE DEPARTMENT OF PUBLIC WORKS, CITY OF JACKSON, MISSISSIPPI is legally sufficient for placement in NOVUS Agenda.


CATORIA MARTIN, *City Attorney*

5/5/23
DATE

Robert Lee

Profile Summary

Engineer with 18 ½ years of experience with administering public works capital improvement projects, providing construction site plan review, and technical support for maintenance staff. Experienced with municipal management, city ordinance development and implementation, and city construction standards. Establish and maintain effective working relationships with City employees, members of the City Council, engineers, contractors, consultants, and the general public.

Education

BACHELOR OF SCIENCE | MAY 2004 | MISSISSIPPI STATE UNIVERSITY, MAY 2004

- Major: Civil Engineering

Experience

INTERIM DIRECTOR, DEPARTMENT OF PUBLIC WORKS | CITY OF JACKSON, MISSISSIPPI | FEBRUARY 23, 2023 TO PRESENT

- General oversight of all aspects of the Department of Public Works.
- Ensure that the Department is staffed within the adopted budget to ensure proper day-to-day functions.
- Adjust and, when necessary, significantly revise the Department's budget to address fiscal needs that develop during the budget year.
- Communicate with residents, businesses, the Mayor, the City Council, and the media on capital projects and maintenance issues.
- Work with Public Works divisions and with fiscal staff to start development of the FY24 Public Works Budget.
- Interim Director duties are in addition to the City Engineer position.

CITY ENGINEER | CITY OF JACKSON, MISSISSIPPI | MAY 2022 TO PRESENT

- General oversight of the development and implementation of all capital improvement projects for the City of Jackson including street, bridge, signal, water, sewer, and bike trail projects.
- Develop and implement capital improvement plans and budgets using the City's Municipal Sales Tax and Modernization Tax. Prioritize and plan capital improvement projects utilizing special fund and general fund.
- Investigate field problems affecting property owners and maintenance operations; resolve problems as appropriate.
- Coordinate with other City departments to provide technical assistance with floodplain technical review, building permit site review.
- Represent the City of Jackson on the Jackson Metropolitan Planning Organization's Intermodal Technical Committee and Bicycle and Pedestrian Subcommittee

SENIOR CIVIL ENGINEER | CITY OF JACKSON, MISSISSIPPI | JULY 2009 TO APRIL 2022

- Managed the development and construction of a variety of capital improvement street and transportation projects
- Assisted the city's traffic maintenance division with technical assistance on maintenance issues
- Represent the City of Jackson on the Jackson Metropolitan Planning Organization's Intermodal Technical Committee and Bicycle and Pedestrian Subcommittee
- Managed the subdivision plat and construction plan review process as part of the city's Subdivision Ordinance
- Served as the city's floodplain ordinance administrator and community rating system program coordinator until 2017

CIVIL ENGINEER I | CITY OF JACKSON, MISSISSIPPI | JULY 2004 TO JULY 2009

- Managed the development and construction of a variety of street, traffic signal, and ITS infrastructure projects
- Assisted the city's traffic maintenance division with engineering on maintenance issues and small projects to improve operational efficiency, safety, and meet constituent concerns
- Managed the city's floodplain ordinance and community rating system program. Review building plans to determine what level of compliance is required for construction in regulatory flood zones

LICENSES

- Registered Professional Engineer (PE) in Mississippi, 2009 to Present

PROFESSIONAL AFFILIATIONS

- Member, American Society of Civil Engineers (ASCE), 2004 to Present
- Member, Institute of Transportation Engineers (ITE) , 2004 to Present

Other Activities

LOUISIANA MISSISSIPPI BICYCLE RACING ASSOCIATION (LAMBRA)

- President of LAMBRA 2022. Duties include coordinating and preparing bicycle race calendar, coordinate and stage road races, determine budget based on revenue, sponsorship, and event expenses
- USA Cycling Race Official 2017 to Present. Duties include time, score, and referee various types of bicycle races in accordance with USA Cycling rule book for various disciplines.
- State Games of Mississippi Mountain Bike Race Co-Commissioner 2017-Present. Work with local trail team to prepare mountain bike trail for the race weekend, coordinate and obtain race weekend amenities and prizes, and direct the race from registration to the post-race documentation.

ORDER RATIFYING CONTRACTS RELATED TO THE EMERGENCY REPAIRS TO THALIA MARA HALL AND THE ARTS CENTER OF MISSISSIPPI IN PREPARATION FOR THE U.S.A. INTERNATIONAL BALLET COMPETITION

OFFICE OF THE CITY ATTORNEY
1803

WHEREAS, the City of Jackson Department of Public Works and Department of Human and Cultural Services are currently in the process of preparing Thalia Mara Hall and the Arts Center of Mississippi for the USA International Ballet Competition (“USA IBC”); and

WHEREAS, the USA IBC is a two-week Olympic-style competition for top young dancers from all over the world, which occurs every four (4) years in the City of Jackson and is scheduled to take place June 10, 2023 through June 24, 2023; and

WHEREAS, the 2018 USA IBC was attended by more than 44,000 people generating a combined economic impact of \$12.5 million for the City of Jackson and the State of Mississippi; and

WHEREAS, the USA IBC is scheduled to begin June 10, 2023 and there are necessary repairs which must take place at both Thalia Mara and the Arts Center of Mississippi prior to June 10, 2023; and

WHEREAS, the City of Jackson previously contracted with Cooke Douglass Farr Lemons (“CDFL”) to produce a scope of work for Thalia Mara Hall; and

WHEREAS, the City has contracted Canizaro Cawthon Davis, A Professional Association to produce a scope of work for the Arts Center of Mississippi, which scope is to include an update to the existing public restrooms to bring them into compliance with the ADA due to performance issues with Construction Specialists, LLC, which recently caused the City to terminate that construction agreement; and

WHEREAS, the City has authorized a contract with Benchmark Construction Corporation, whose principal office address is 1867 Crane Ridge Drive #200A, Jackson, MS 39216, to provide general contractor services to assist the City of Jackson with completing the proposed scope of work for Thalia Mara Hall by June 1, 2023; and

WHEREAS, pursuant to Miss. Code Ann. § 31-7-13(k), due to the threat of economic loss based on the restricted time period, limitations of available equipment, materials and delivery schedules, and to protect and preserve the facilities, the City of Jackson invoked the emergency procurement procedure for the intended repairs to Thalia Mara and the Arts Center, a copy of which is attached hereto; and

WHEREAS, pursuant to the emergency procurement process, the following proposals have been accepted for work or materials, which constitute a contract for the work, a copy of said contracts being attached to this Order and made a part of the minutes of this meeting:

Agenda Item No. 33
May 9, 2023
(R.Lee, Lumumba)

Vendor	Services/Materials	Amount
Capitol Hardware	Lock Cylinders	\$11,250.00
A Plus Signs & Creative	Signs	\$10,293.50
Big John's Tree Service	Tree Trimming	\$300.00
J.L. Roberts Mechanical, LLC	Plumbing Repairs	\$3,625.00
ADCO Electrical	Flag Lights	\$19,650.00
ADCO Electrical	Add'l Track Heads	\$10,460.00
ADCO Electrical	Elevator Lobby Fixture	\$520.00
ADCO Electrical	Track, Light, Switch	\$1,210.00
Jani King	General Cleaning, Wash Interior & Exterior	\$8,370.00
Jani King	Scrub Ceramic Tile	\$990.00
Jani King	Carpet Extraction	\$2,304.00
Jani King	General Cleaning, Wash Interior & Exterior	\$500.00
Guaranteed Roofing	Leak Investigation	\$1,250.00
	Total	\$70,722.50

IT IS, THEREFORE, ORDERED that the contracts for work listed in the proposals listed above at the amounts stated are hereby ratify.

The CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

5/3/2023
DATE


POINTS		COMMENTS	
1.	Brief Description/Purpose	ORDER RATIFYING CONTRACTS RELATED TO THE EMERGENCY REPAIRS TO THALIA MARA HALL AND THE ARTS CENTER OF MISSISSIPPI IN PREPARATION FOR THE U.S.A. INTERNATIONAL BALLET COMPETITION	
2.	Public Policy Initiative 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	5. Economic Development 6. Infrastructure & Transportation 7. Quality of Life	
3.	Who will be affected	Department of Public Works	
4.	Benefits	Presents the City in the best possible light for the International Ballet Competition and the numerous out-of-town attendees	
5.	Schedule (beginning date)	Upon Council Approval	
6.	Location: ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable	City Wide	
7.	Action implemented by: ▪ City Department <input checked="" type="checkbox"/> ▪ Consultant <input type="checkbox"/>	Department of Public Works; Department of Human & Cultural Services	
8.	COST	\$70,722.50	
9.	Source of Funding ▪ Enterprise Fund <input type="checkbox"/> ▪ Grant <input type="checkbox"/> ▪ Bond <input checked="" type="checkbox"/> ▪ Other <input type="checkbox"/>	Bond Funds for the Repair of Thalia Mara Hall and the Arts Center of Mississippi	
10.	EBO participation	ABE _____% AABE _____% WBE _____% HBE _____% NABE _____%	WAIVER yes ___ no ___ N/A ___ WAIVER yes ___ no ___ N/A ___ WAIVER yes ___ no ___ N/A ___ WAIVER yes ___ no ___ N/A ___ WAIVER yes ___ no ___ N/A ___


Office of the City Attorney

OFFICE OF THE CITY ATTORNEY
445 East Capital Street
Post Office Box 2178
Jackson, Mississippi 39207-2179
Telephone: (601) 960-3799
Facsimile: (601) 960-1280

OFFICE OF THE CITY ATTORNEY

This **ORDER RATIFYING CONTRACTS RELATED TO THE EMERGENCY REPAIRS TO THALIA MARA HALL AND THE ARTS CENTER OF MISSISSIPPI IN PREPARATION FOR THE U.S.A. INTERNATIONAL BALLET COMPETITION** is legally sufficient for placement in NOVUS Agenda.



CATORIA P. MARTIN, CITY ATTORNEY
Terry Williamson, *Legal Counsel* 

5/3/23

DATE



DEPARTMENT OF PUBLIC WORKS

MEMORANDUM

To: Mayor Chokwe Antar Lumumba

From: Robert Lee, P.E.
City Engineer & Interim Director

Date: May 3, 2023

Subject: Agenda Item for City Council Meeting

Attached, you will find an agenda item ratifying contracts with vendors to make repairs to Thalia Mara Hall and the Arts Center of Mississippi to prepare those venues for the upcoming USA IBC.

Please let me know if you have any questions.



April 17, 2023

Catoria P. Martin
City Attorney
City of Jackson, MS
Post Office Box 2779
Jackson, MS 39207

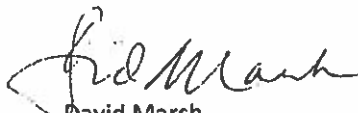
Re: Arts Center – Lock Cylinders

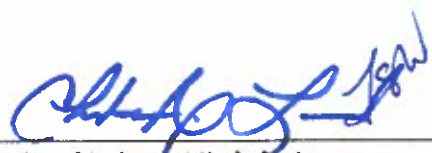
Dear Ms. Martin:

Please find attached a proposal from Capitol Hardware in the amount of \$11,250.00. I have reviewed the proposal and recommend it be accepted.

Please let me know if you have any questions.

Sincerely,


David Marsh,
President

Accepted by: 
City of Jackson, Mississippi



PROPOSAL

HARDWARE / BUILDING PRODUCTS

112 Business Park Dr. Ridgeland, MS 39157

ISSUE DATE: 4/14/23

**TO: CITY OF JACKSON
C/O BENCHMARK CONST. MGMT.
ATTN: DAVE MARCH**

**JOB: ARTS CENTER
JACKSON, MS.**

WE PROPOSE TO FURNISH THE FOLLOWING MATERIAL FOR THE SUM OF \$ 11,250.00

ELEVEN THOUSAND TWO HUNDRED FIFTY & NO/100-----

FOR EXISTING DOORS

- (1) LOT NEW CYLINDERS PER SURVEY OF 4/13/23 - STEVE DAVIS & OWNER REPS
- (1) NEW KEY CABINET
- (1) NEW LOCK FOR #110A
- (1) LOT INSTALLATION OF CYLINDERS & NEW LOCK
- (1) LOT LUBRICATION OF EXISTING INTERIOR LOCKS
- (3) SETS OF NEW KNOBS /SPINDLES FOR EXISTING MORTISE LOCKS

THANKS AND PLEASE ADVISE IF WE ARE TO PROCEED.



OWNER TO PROVIDE REQ'D KEYING SCHEDULE WITHIN THE NEXT COUPLE OF DAYS

EXCLUSIONS

EXISTING FRAME AND /OR EXISTING DOOR REPAIR

Terms are net 30 days of delivery, without retainage, and plus any and all applicable taxes; FOB warehouse with freight allowed to motor freight station nearest job site. Delivery to carrier shall constitute delivery to purchaser. This proposal is subject to acceptance within 30 days, or before earlier withdrawal by Seller. Installation and/or allowances are not included in the above pricing unless otherwise noted.

Accepted:

By:

CHARLES D. STACY

Date:

CAPITOL HARDWARE COMPANY, INC.



April 24, 2023

Catoria P. Martin
City Attorney
City of Jackson, MS
Post Office Box 2779
Jackson, MS 39207

Re: Thalia Mara, Signs

Dear Ms. Martin:

Please find attached a proposal from A Plus Signs & Creative in the amount of \$10,293.50. I have reviewed the proposal and recommend it be accepted.

Please let me know if you have any questions.

Sincerely,


David Marsh,
President

Accepted by:


City of Jackson, Mississippi



SIGNS & CREATIVE

QUOTE & PURCHASE CONTRACT

A Plus Signs and Creative
Job #1321
04/14/2023

Michaela Fisk
Office Phone : 601-355-9595
Email: mfisk@aplusigns.com

BILL TO
City of Jackson
200 South Presidents St
Suite 424
Jackson, MS 39205
United States

JOB LOCATION
Thalia Mara Hall

5830 N State Street
Jackson, MS 39209
United States
Phone: 6013559595

QUANTITY	DESCRIPTION	UNIT COST	COST
1	Dimensional Halo-Lighted Channel Letters Approx 2' tall aluminum letters, painted black	\$6,768	\$6,768
1	Mounting Cabinet Non-lit cabinet for install of letters	\$2,145.50	\$2,145.50
1	Install	\$1,295	\$1,295
1	Permit Filing Fee	\$85	\$85

THIS AGREEMENT IS ACCEPTED AND APPROVED BY:

Subtotal \$10,293.50

Total Tax \$0

City of Jackson

A Plus Signs and Creative

TOTAL CONTRACT \$10,293.50

Sign: _____

Sign: _____

Required Deposit \$5,146.75

Print: _____

Print: _____

FINAL BALANCE \$5,146.75

Date: _____

Date: _____

Quotes are only valid for 30 days. By signing, Customer accepts Company's proposal for the Job and agrees to all of the terms of the purchase contract.

For an approved job to move forward a 50% deposit is required along with approval on all artwork and the signed contract.

Accepted forms of payment are Credit Card(3.5% fee), ACH (\$10 fee), and Check.

If paying by check, please make all checks payable to: A Plus Signs and Creative.

Remaining balances are due upon install/deliver. In order to set up alternative terms (i.e. 30 days) you must reach out to your project manager at the time of deposit.



Thalia Mara Hall

THALIA MARA HALL made as halolit channel letters.
white faces and 2" white returns. Channels will be
mounted to cabinet with 2" spacers
Channel letters are mouned to nonlit cabinet. Cabinet
will have black faces and 2" black return.
Non lit cabinet mounted to granite tile



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

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



April 24, 2023

Catorla P. Martin
City Attorney
City of Jackson, MS
Post Office Box 2779
Jackson, MS 39207


Re: Thalia Mara, Tree Trimming


Dear Ms. Martin:

Please find attached a proposal from Big John's Tree Service in the amount of \$300.00. I have reviewed the proposal and recommend it be accepted.

Please let me know if you have any questions.

Sincerely,


David Marsh,
President

Accepted by 
City of Jackson, Mississippi



JOHNNIE ROLAND
Owner

Big John's Tree Service
P.O. Box 321064
Flowood, MS 39232
(601) 941-7773

Big John's Tree Service does hereby contract with Benchmark Construction - Thalia Mara Hall,
Owner, of the subject property (listed below), to perform such specific services as listed below. The contract price
is \$ 300.00. Full payment is due in full upon completion of services.

SUBJECT PROPERTY ADDRESS

Address: 255 E Pascagoula Street Phone: Max Marsh - 601-454-5622
City/State/Zip: Jackson, MS 39201 Email: mdmarsh11@gmail.com

SPECIFIC SERVICES TO BE PERFORMED

Take Down & Haul Off (3) Loripedlum on East side of building.

[Redacted area]

I Understand that taking trees down is a construction process and some damage may occur to the yard and landscape.

I Understand that Big John's Tree Service is not liable for any underground utilities unless property marked.

Client's Signature: _____ Date: _____

Representative: Kenneth Anderson Date: 04.13.23



April 25, 2023

Catoria P. Martin
City Attorney
City of Jackson, MS
Post Office Box 2779
Jackson, MS 39207

Re: Thalia Mara – Plumbing Repairs

Dear Ms. Martin:

Please find attached a proposal from J. L. Roberts Mechanical in the amount of \$3,625.00. I have reviewed the proposal and recommend it be accepted.

Please let me know if you have any questions.

Sincerely,

A handwritten signature in blue ink that reads 'David Marsh'.

David Marsh,
President

Accepted by:

A handwritten signature in blue ink, appearing to be 'Charles L. Jones', written over a horizontal line.

City of Jackson, Mississippi



PROPOSAL

COMPANY Benchmark Construction
 CONTACT David Marsh
 PROJECT Thalia Mara Hall

DATE March 22, 2023
 CR # 13941-MC

SCOPE OF WORK

Plumbing

- Correct orientation of lavatory faucets as directed during site visit.
- Repair/Replace 5 water closet flush valves as directed during site visit.

HVAC

- NONE

Not Included

Bond, dumpster, water proofing, latent conditions discovered during construction, painting of any kind, patching of walls, floors, ceiling. asbestos testing/abatement

PRICING

PRICE INCLUDING TAX:	\$3,625.00

ACCEPTANCE

This proposal may be withdrawn by J.L. Roberts Mechanical if not accepted within 30 days. PROPOSAL ACCEPTANCE The above prices, specifications and conditions are satisfactory and are hereby accepted. J.L. Roberts Mechanical is authorized to perform the work as specified. Payment will be made as outlined in the contract documents.	David Graves <i>J.L. Roberts Mechanical Authorized Representative</i>



April 24, 2023

Catoria P. Martin
City Attorney
City of Jackson, MS
Post Office Box 2779
Jackson, MS 39207

Re: Thalia Mara, Flag Lights

Dear Ms. Martin:

Please find attached a proposal from ADCO Electric in the amount of \$19,650.00. I have reviewed the proposal and recommend it be accepted.

Please let me know if you have any questions.

Sincerely,

A handwritten signature in blue ink that reads 'David Marsh'.

David Marsh,
President

Accepted by:

A handwritten signature in blue ink, appearing to be 'C. L. L.', written over a horizontal line.

City of Jackson, Mississippi

PROPOSAL

Date: 4/27/23

To: David Marsh

c/o Benchmark Construction Management

Re: **TMH New Work to Light up New Flag Poles at East Entry**

David,

We are pleased to provide our price to illuminate the (3) new 60' Flag Poles to be located at the East Entry of Thaila Mara Hall in time for the start of the IBC Competition in June of this year. Our proposal includes (9) total lights specifically designed for Flagpole lighting at the heights of these poles and projected Flag sizes, they will carry. Our price including Tax for this installed work is: \$ 19,660

Please advise if we are to proceed with this new work and we will order the lights and equipment as needed.

Please note this is a time-sensitive proposal in order for us to be able to order and receive the special 50,000 Lumen lights required for this work; therefore our proposal is only good for 7 calendar days from date of this proposal.

Respectfully submitted,

Andy Hardin, VP

Adco Electric, Inc.

ADCO ELECTRIC INC.
CONTRACTORS ENGINEERS



Adco Electric Inc.
P.O. Box 7395
Jackson, MS 39282-7395

CCN # 1
Date: 4/19/2023
Project Name: THALIA MARA HALL LIGHT RENOVATIONS
Project Number: THALIA MARA HALL LIGHT RENOVATIONS
Page Number: 1

Client Address:

BENCHMARK CONSTRUCTION
Contact: DAVID MARSH
1887 CRANE RIDGE ROAD
SUITE 200A
JACKSON, MS 39216

Work Description

CCN#01; COP to add (9) Flag Pole lights to new location of (3) 60' Flag Poles to be located on the East Side of TMH behind the existing Statue. Lights will be circuited through the same power source as the Statue, but the Statue lights will be RGB type for color changing. Flag Pole Lights are only 5000K color (White) light.

We reserve the right to correct this quote for errors and omissions.
This quote covers direct costs only and we reserve the right to claim for impact and consequential costs.
This price is good for acceptance within 10 days from the date of receipt.
We request a time extension of 3 days.

Itemized Breakdown

Description	Qty U	Total Mat.	Labor U	Total Hrs.
Flag Mount flood	9E	0.00	4.22E	37.98
2" CONDUIT - RMC - GALV	23C	315.38	11.00C	2.48
3/4" ELBOW 90 DEG - RMC - GALV	12C	82.81	40.00C	4.80
3/4" LOCKNUT - STEEL	8C	3.20	2.88C	0.23
3/4" CONDUIT - PVC40	160C	181.02	4.50C	7.20
3/4" COUPLING - PVC	6C	1.20	0.00C	0.00
3/4" ADAPTER MALE - PVC	8C	4.18	16.00C	1.28
3/4" ADAPTER FEM - PVC	24C	9.04	18.00C	3.84
PVC CEMENT STANDARD (1-PINT)	1E	12.62	0.63E	0.63
#10 THHN BLACK	180M	48.50	7.00M	1.26
#10 THHN WHITE	180M	48.50	7.00M	1.26
#10 THHN GREEN	180M	48.50	7.00M	1.26
WIRE CONN RED	27C	6.89	7.50C	2.02
6x 6x 6" J-BOX W/ CVR NO HUBS - PVC	1C	52.38	45.00C	0.45
FIXTURE LENS	9E	0.00	0.13E	1.17
FIXTURE SLIP FIT ASSEMBLY	9E	0.00	0.25E	2.25

ORIGINAL

Adco Electric Inc.
P. O. Box 7395
Jackson, MS 39282-7395

Client Address:

BENCHMARK CONSTRUCTION
1867 CRANE RIDGE ROAD
SUITE 200A
JACKSON, MS 39216

CCN # 1
Date: 4/19/2023
Project Name: THALIA MARA HALL LIGHTRE
Project Number: THALIA MARA HALL LIGHTRE
Page Number: 2

Description	Qty U	Total Mat.	Labor U	Total Hrs.
ST AN CH ION PEDESTAL	9E	0.00	4.00E	36.00
BAG OF QUICKCRETE	9E	45.00	0.50E	4.50
TRENCHING3' X6"	90E	0.00	1.25C	1.13
BACKFILL3' X6"	90E	0.00	3.30C	2.97
ex staute light replace for new flag light circu	1E	0.00	2.50E	2.50
Totals	1,036	853.24		115.21

Summary

General Materials		853.24
FIXTURES		10,932.12
Material Total		11,785.38
LABOR		
ELECTRICIAN	(57.61 Hrs @ \$46.50)	2,678.87
APPRENTICE	(57.61 Hrs @ \$38.10)	2,194.94
Indirect Job Cost		
CONSUMABLES & MISCELLANEOUS	(853.24 @ 0.00 @ \$0.03 + 0.000 % + 0.000 % + 0.000 %)	25.60
CLEAN-UP	(115.22 @ 0.00 @ \$0.05 + 0.000 % + 0.000 % + 0.000 %)	5.76
SAFTEY MEETINGS	(115.22 @ 0.00 @ \$0.01 + 0.000 % + 0.000 % + 0.000 %)	1.15
SMALL TOOLS	(115.22 @ 0.00 @ \$0.45 + 0.000 % + 0.000 % + 0.000 %)	51.85
WARRANTY	(853.24 @ 0.00 @ \$0.03 + 0.000 % + 0.000 % + 0.000 %)	25.60
Total Indirect Job Cost		109.96
Equipment		
TRENCHER-WALKBEHIND(DAILY)	(1.00 @ 0.00 @ \$155.00 + 8.000 % + 0.000 % + 0.000 %)	167.40
TAMPER(DAILY)	(1.00 @ 0.00 @ \$72.00 + 8.000 % + 0.000 % + 0.000 %)	77.76
Total Equipment		245.16
Subtotal		17,014.29
Overhead	(@ 10.000 %)	1,701.43
Markup	(@ 5.000 %)	935.79
Subtotal		19,651.51
Final Adjustment		-1.51
Final Amount		\$19,650.00

CONTRACTOR CERTIFICATION

Name:	_____
Date:	_____
Signature:	_____
I hereby certify that this quotation is complete and accurate based on the information provided.	

CLIENT ACCEPTANCE

ORIGINAL

Adco Electric Inc.
P.O. Box 7395
Jackson, MS 39282-7395

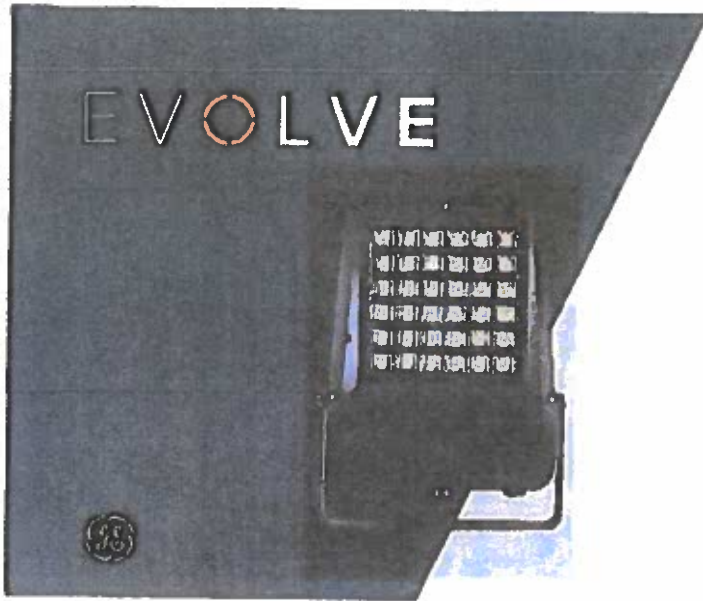
Client Address:

BENCHMARK CONSTRUCTION
1867 CRANE RIDGE ROAD
SUITE 200A
JACKSON, MS 39216

CCN #	1
Date:	4/19/2023
Project Name:	THALIA MARA HALL LIGHTRE
Project Number:	THALIA MARA HALL LIGHTRE
Page Number:	3

CCN #: 1	_____
Final Amount: \$19,850.00	_____
Name:	_____
Date:	_____
Signature:	_____
I hereby accept this quotation and authorize the contractor to complete the above described work.	

ORIGINAL



CUSTOMER NAME _____

Project Name _____

Date _____ Type _____

Catalog Number _____

EFH1 Series

High Output LED Flood Light

Mounting & Accessories

Construction

Housing: Aluminum die cast enclosure.
Integral heat sink for maximum heat transfer

Lens: Impact resistant tempered glass

Paint: Corrosion resistant polyester powder paint,
minimum 2.0 mil thickness
Standard = Black, Dark Bronze, Gray, White
(RAL & custom colors available)
Optional = Coastal Finish

Weight: 35 lbs (15.9 kgs)

Optical system

Lumens: 23,400 - 59,000

Distribution: 3x3, 6x6, 6x8, 7x6, 7x7

Efficacy: 121-184 LPW

CCT: 2700K, 3000K, 4000K, 5000K

CRI: ≥70

Electrical

Input Voltage: 120-277V, 277-480V

Input Frequency: 50/60 Hz

Power Factor: ≥ 90% at rated watts

Total Harmonic Distortion: ≤ 20% at rated watts

Surge Protection

Typical

Enhanced

Extreme

6kV/3kA*

10kV/5kA*

20kV/10kA*

*Per ANSI C136.3-2018

Warranty

5 Year (Standard)

10 Year (Optional)

Lumen Maintenance

Projected Lxx per IES TM-21-11 at 25°C

Lumen Codes	Distribution	LXX(10K) @ Hours		
		25,000 HR	50,000 HR	69,000 HR
30, 38, 40, 48, 50	77, 78, 87, 88, 85	L97	L94	L93
30, 38, 40, 48, 50	39	L98	L94	L94
65	77, 78, 88, 85	L96	L92	L91
80	77, 78, 85	L96	L92	L90

Note: Projected LXX based on LM80 (> 10,000 hour testing). Accepted industry tolerances apply to initial luminous flux and lumen maintenance measurements.

Luminaire Ambient Temperature Factor

Ambient Temp (°C)	Standard Factor	Ambient Temp (°C)	Standard Factor
10	1.02	30	0.99
20	1.01	40	0.98
25	1.00	50	0.97

Ratings

Operating Temperature: -40° C to 60° C

Vibration*: 2G - Slipfitter Mounting K1, K2, S1 & S2
3G - Trunnion Mounting T1

LM-79: Testing in accordance with IESNA Standards

*Per ANSI C136.31-2010

Controls

Dimming: Standard - 0-10V
Optional - DALI (Option U)

Sensors: Photo Electric Sensors (PE) available
LightGrid and Daintree Compatible



Visit www.designlights.org/search to confirm qualifications.

Current®

gocurrent.com/brands/evolve

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Page 1 of 8
(Rev February 21, 2023 10:23 AM)

GLP3101_R03

EVOLVE

EFH1 Series
High Output LED Flood Light
Mounting & Accessories

CUSTOMER NAME

Project Name _____

Date _____ Type _____

Catalog Number _____

Ordering Information

EFH1 02

7

PROD ID	GEI	VOLTAGE	LUMENS	DISTRIBUTION	CR	CCR	DIMMING	CONTROL	MOUNTING	COLOR	OPTIONS
E-Evolve	02	0 = 120-277V ¹	30 = 30,000 lm	33 = NEMA 3x3	7 = 0	27 = 2700K	A = ANSI C136.41 7-Pin Receptacle ¹	A = No Control	K1 = Knuckle slipfitter 1.8 in. - 2.3 in OD Tenon ²	GRAY = Grey	F = Fusing ³
EFH Flood Light		1 = 120V	35 = 35,000 lm	65 = NEMA 6x6		30 = 3000K	D = No receptacle, with external dimming 18/2 3 ft cable	D = Shorting Cap ⁴	K2 = Knuckle slipfitter 1.8 in. - 2.3 in OD Tenon Supplied with 14/3 SR power cable	BLACK = Black	H2 = DainTree Enabled Motion Sensor ⁵
EF Standard		2 = 208V	40 = 40,000 lm	66 = NEMA 6x6		40 = 4000K	N = No PE Receptacle & Non Dimmable	E = ANSI C136.41 7-pin with non-Dimming PE Control ⁶	S1 = Knuckle slipfitter 2.3-3.0 in. OD Tenon ⁴	DKBZ = Dark Bronze	H4 = Motion Sensor (FSP22) ⁶
		3 = 240V	45 = 45,000 lm	76 = NEMA 7x6		60 = 6000K	P = ANSI C136.41 7-Pin Receptacle with external dimming 18/2 3 ft cable ⁴		S2 = Knuckle slipfitter 2.3-3.0 in. OD Tenon, Supplied with 14/3 SR power cable	WHITE = White	NOM = NOM31 ⁷
		4 = 277V	50 = 50,000 lm	77 = NEMA 7x7					T1 = Trunnion with external SR #14/3 power cable		POB = Prewired with SR #14/3 cable
		5 = 480V	55 = 55,000 lm ^{2,3}						V1 = Knuckle Wall Mount ⁸		R = 10kV/5kA Enhanced Surge Protection Device (SPD)
		D = 347V	60 = 60,000 lm ^{2,3}								T = 20kV/10kA Enhanced Surge Protection Device (SPD)
		E = 277-480V ¹									U = DALI Dimming ⁹
											VO = 3-Position Terminal Block
											V1 = FAM module
											Y = Coastal Finish ¹⁰

NOTES

- ¹ Fusing requires discrete voltage
- ² Not Available in 3x3 distribution
- ³ Not Available in 6x6 distribution
- ⁴ Restricted wiring angle of 0-45°
- ⁵ Can only be ordered with "A" or "P" Dimming Options
- ⁶ Supplied with leads
- ⁷ Not available in 347V, 480V OR 277-480V
- ⁸ Only available in K1 or S1 mount
- ⁹ Compatible with LightGrid System
- ¹⁰ Recommended for installations within 750 feet from coast. Lead time varies, check with factory



April 25, 2023

Catoria P. Martin
City Attorney
City of Jackson, MS
Post Office Box 2779
Jackson, MS 39207

Re: Arts Center – Additional Track & Heads

Dear Ms. Martin:

Please find attached a proposal from Adco Electric in the amount of \$10,460.00. I have reviewed the proposal and recommend it be accepted.

Please let me know if you have any questions.

Sincerely,

A handwritten signature in black ink that reads 'David Marsh'.

David Marsh,
President

Accepted by: _____

A handwritten signature in blue ink, appearing to be 'John', written over a horizontal line.

City of Jackson, Mississippi

ADCO ELECTRIC INC.
CONTRACTORS ENGINEERS



Adco Electric Inc.
P.O. Box 7395
Jackson, MS 39282-7395

CCN # 1
Date: 4/4/2023
Project Name: ARTS CENTER OF MISSISSIPPI RENOVATIONS
Project Number: ARTS CENTER OF MISSISSIPPI RENOVATIONS
Page Number: 1

Client Address:

BENCHMARK
Contact: DAVID MARSH
1867 CRANE RIDGE DRIVE
SUITE 200 A
JACKSON, MS 39216

Work Description

CCN#01; COP #01 as per CCD. Add Track and Heads to project Scope

We reserve the right to correct this quote for errors and omissions.
This quote covers direct costs only and we reserve the right to claim for impact and consequential costs.
This price is good for acceptance within 2 days from the date of receipt.
We request a time extension of 2 days.

Itemized Breakdown

Description	QtyU	Total Mat.	LaborU	Total Hrs.
H track 8ft length	4E	0.00	1.96E	7.84
1/2" CONDUIT - EMT	15C	8.85	4.50 C	0.68
1/2" CONN SS STL - EMT	2C	0.54	8.00 C	0.18
1/2" COUPLING SS STL - EMT	2C	0.56	4.00 C	0.08
1/2 OR 3/4" SNAP CLOSE CLIP - BTM MN	2C	4.31	5.00 C	0.08
1/2" FLEX - STEEL	28C	30.61	4.00 C	1.12
1/2" STL FLEX CONN	10C	26.23	12.00 C	1.20
#12 THHN BLACK	96M	26.94	6.00 M	0.58
#12 THHN SOLID BLACK	62M	12.83	6.00 M	0.37
#12 THHN SOLID WHITE	17M	3.44	6.00 M	0.10
#12 THHN SOLID GREEN	17M	3.44	6.00 M	0.10
#18/2C CL2 JKT T-STAT CBL	15M	4.29	14.00 M	0.21
WIRE CONN RED	15C	4.79	7.50 C	1.13
DEV BOX 2 1/2" DEEP 1/2" KO W/ EARS	1C	7.04	25.00 C	0.25
4x 1 1/2" OCT BOX 1/2" KO	4C	18.19	30.00 C	1.20
4x 1 1/2" SQ BOX COMB KO	1C	4.96	30.00 C	0.30
4" SQ BLANK COVER	1C	2.07	8.00 C	0.08
1 x 1 5/8x 12G STRUT GRN	30C	150.03	10.00 C	3.00
#8 TO #10x 7/8 PLAS ANCHOR (3/16)	8C	200.80	15.00 C	1.20

ORIGINAL

Adco Electric Inc.
P.O. Box 7395
Jackson, MS 39282-7395

Client Address:
BENCHMARK
1867 CRANE RIDGE DRIVE
SUITE 200 A
JACKSON, MS 39216

CCN # 1
Date: 4/4/2023
Project Name: ARTS CENTER OF MISSISSIP
Project Number: ARTS CENTER OF MISSISSIP
Page Number: 2

Description	Qty U	Total Mat.	Labor U	Total Hrs.
1/4" THREADED ROD - PLTD	32 C	18.74	11.00 C	3.52
1/4-20 HEX NUT - PLTD STL	16 C	1.12	2.40 C	0.38
1/4" FLAT WASHER - PLTD STL	24 C	1.99	1.25 C	0.30
1/4x 4 TGL BOLT SPRING WING P/H	8 C	3.24	12.00 C	0.96
#10x 1 P/H SELF-TAP SCREW	8 C	0.78	5.50 C	0.44
#8x 1/2 WAFER HEAD SHEET MTL SCR	2 C	0.18	1.88 C	0.04
OLD WORK BOX MOUNT F-CLIPS (PR)	1 C	0.87	10.00 C	0.10
512 24" T-BAR BOX HNGR (CADDY)	4 C	48.22	18.75 C	0.75
4G9 T-BAR TWIST-ON FIXT SUPPORT (8 C	17.15	9.38 C	0.75
1G DECORATOR PLATE - 302 S/S	1 C	1.88	10.00 C	0.10
1000W/S/P SLIDE-TO-OFF INCAND DIMM	1 E	99.66	0.50 E	0.50
TRACK LIVE END CONN FLUSH	4 E	0.00	0.25 E	1.00
FLOOD TRACK FIXT	45 E	0.00	0.85 E	29.25
50PAR/SP/S/HAL SPOT LAMP	20 E	0.00	0.04 E	0.80
FIXTURE LENS	20 E	0.00	0.13 E	2.60
FIXTURE SPECIAL LENS	20 E	0.00	0.19 E	3.80
Totals	542	703.52		64.94

Summary

General Materials		703.52
FIXTURES		5,530.00
Material Total		6,233.52
LABOR		
ELECTRICIAN	(32.47 Hrs @ \$46.50)	1,509.86
APPRENTICE	(32.47 Hrs @ \$38.10)	1,237.11
Indirect Job Cost		
CONSUMABLES & MISCELLANEOUS	(703.52 @ 0.00 @ \$0.03 + 0.000 % + 0.000 % + 0.000 %)	21.11
CLEAN-UP	(64.94 @ 0.00 @ \$0.05 + 0.000 % + 0.000 % + 0.000 %)	3.25
SAFETY MEETINGS	(64.94 @ 0.00 @ \$0.01 + 0.000 % + 0.000 % + 0.000 %)	0.65
SMALL TOOLS	(64.94 @ 0.00 @ \$0.45 + 0.000 % + 0.000 % + 0.000 %)	29.22
WARRANTY	(703.52 @ 0.00 @ \$0.03 + 0.000 % + 0.000 % + 0.000 %)	21.11
Total Indirect Job Cost		75.34
Subtotal		9,055.83
Overhead	(@ 10.000 %)	905.58
Markup	(@ 5.000 %)	498.07
Subtotal		10,459.48
Final Adjustment		0.52
Final Amount		\$10,460.00

CONTRACTOR CERTIFICATION

Name: _____
Date: _____
Signature: _____

I hereby certify that this quotation is complete and accurate based on the information provided.

ORIGINAL

Adco Electric Inc.
P.O. Box 7395
Jackson, MS 39282-7395

Client Address:
BENCHMARK
1867 CRANE RIDGE DRIVE
SUITE 200 A
JACKSON, MS 39216

CCN # 1
Date: 4/4/2023
Project Name: ARTS CENTER OF MISSISSIP
Project Number: ARTS CENTER OF MISSISSIP
PageNumber: 3

CLIENT ACCEPTANCE

CCN #: 1
Final Amount: \$10,460.00
Name:
Date:
Signature:

I hereby accept this quotation and authorize the contractor to complete the above described work.

ORIGINAL



April 25, 2023

Catoria P. Martin
City Attorney
City of Jackson, MS
Post Office Box 2779
Jackson, MS 39207

Re: Arts Center – Elevator Lobby Fixture

Dear Ms. Martin:

Please find attached a proposal from Adco Electric in the amount of \$520.00. I have reviewed the proposal and recommend it be accepted.

Please let me know if you have any questions.

Sincerely,

A handwritten signature in blue ink that reads 'David Marsh'.

David Marsh,
President

Accepted by:

A handwritten signature in blue ink, followed by the initials 'JSM' to the right. The signature is written over a horizontal line.

City of Jackson, Mississippi

ADCO ELECTRIC INC.
CONTRACTORS ENGINEERS



2236 MADDOX ROAD P.O. BOX 7396
JACKSON, MISSISSIPPI 39282-7396
(601) 922-3575 FAX (601) 922-9705

PROPOSAL

Date: 4/27/23

To: David Marsh

c/o Benchmark Construction Management

Re: MS Arts Center Elevator Lobby light fixture type D

David,

We are pleased to provide our price to provide and install (1) new type D downlight into the Elevator Lobby area as per the Architect's Drawing for CR103 Drawing.

Our price including Tax for this installed work is: \$ 520

Please advise if we are to proceed with this new work and we will order the lights and equipment as needed.

As time is of the essence on this project; this price will be good for 7 calendar days from date of this proposal.

Respectfully submitted,

Andy Hardin, VP

Adco Electric, Inc.

ADCO ELECTRIC INC.
CONTRACTORS ENGINEERS



Adco Electric Inc.
 P.O. Box 7395
 Jackson, MS 39282-7395

CCN # 3
Date: 4/4/2023
Project Name: ARTS CENTER OF MISSISSIPPI RENOVATIONS
Project Number: ARTS CENTER OF MISSISSIPPI RENOVATIONS
Page Number: 1

Client Address:

BENCHMARK
 Contact: DAVID MARSH
 1867 CRANE RIDGE DRIVE
 SUITE 200A
 JACKSON, MS 39216

Work Description

CCN#03; COP #03 per CCD

We reserve the right to correct this quote for errors and omissions.
 This quote covers direct costs only and we reserve the right to claim for impact and consequential costs.
 This price is good for acceptance within 2 days from the date of receipt.
 We request a time extension of 1 days.

Itemized Breakdown

Description	Qty U	Total Mat.	Labor U	Total Hrs.
D	1 E	0.00	0.94 E	0.94
1/2" CONDUIT - EMT	25 C	14.74	4.50 C	1.13
1/2" CONN SS STL - EMT	2 C	0.54	8.00 C	0.16
1/2" COUPLING SS STL - EMT	3 C	0.93	4.00 C	0.10
1/2 OR 3/4" SNAP CLOSE CLIP - BTM MN	3 C	7.20	5.00 C	0.14
#12 THHN SOLID BLACK	28 M	5.74	6.00 M	0.17
#12 THHN SOLID WHITE	28 M	5.74	6.00 M	0.17
#12 THHN SOLID GREEN	28 M	5.74	6.00 M	0.17
#12/2C CABLE MC - ALUM ARMOR	9 M	7.68	30.00 M	0.26
1/2 MC-AC SNAP-IN CONN	2 C	0.88	0.25 E	0.50
3/8" CBL SNAP CLOSE CLIP - BTM MNT O	1 C	1.74	8.38 C	0.11
WIRE CONN RED	3 C	0.96	7.50 C	0.23
RED/YELLOW SKIRT WIRE NUTS	3 C	0.63	7.50 C	0.23
4x 1 1/2" SQ BOX COMB KO	1 C	4.86	30.00 C	0.30
4" SQ BLANK COVER	2 C	4.13	8.00 C	0.16
#8x 1/2 WAFER HEAD SELF-TAP STUD	4 C	0.18	5.00 C	0.20
#8x 1/2 WAFER HEAD SHEET MTL SCR	2 C	0.18	1.88 C	0.04
FIXTURE MOUNTING 10 TO 15' HEIGHT	1 E	0.00	0.38 E	0.38
4" SQ 2 1/8" DEEP JBOX - 1/2"-3/4" KO	1 C	0.91	11.40 C	0.11

ORIGINAL

Adco Electric Inc.
P.O. Box 7395
Jackson, MS 39282-7395

Client Address:
BENCHMARK
1867 CRANE RIDGE DRIVE
SUITE 200 A
JACKSON, MS 39216

CCN # **3**
Date: **4/4/2023**
Project Name: **ARTS CENTER OF MISSISSIP**
Project Number: **ARTS CENTER OF MISSISSIP**
Page Number: **2**

Description	QtyU	Total Mat.	LaborU	Total Hrs.
Totals	145	62.87		5.47

Summary

General Materials				62.87
FIXTURES				148.50
Material Total				211.37
LABOR				
ELECTRICIAN	(2.74 Hrs @ \$46.50)			127.41
APPRENTICE	(2.74 Hrs @ \$38.10)			104.39
Indirect Job Cost				
CONSUMABLES & MISCELLANEOUS	(62.87 @ 0.00 @ \$0.03 + 0.000 % + 0.000 % + 0.000 %)			1.89
CLEAN-UP	(5.48 @ 0.00 @ \$0.05 + 0.000 % + 0.000 % + 0.000 %)			0.27
SAFTEY MEETINGS	(5.48 @ 0.00 @ \$0.01 + 0.000 % + 0.000 % + 0.000 %)			0.05
SMALL TOOLS	(5.48 @ 0.00 @ \$0.45 + 0.000 % + 0.000 % + 0.000 %)			2.47
WARRANTY	(62.87 @ 0.00 @ \$0.03 + 0.000 % + 0.000 % + 0.000 %)			1.89
Total Indirect Job Cost				6.57
Subtotal				449.74
Overhead	(@ 10.000 %)			44.97
Markup	(@ 5.000 %)			24.74
Subtotal				519.45
Final Adjustment				0.55
Final Amount				\$520.00

CONTRACTOR CERTIFICATION

Name: _____
Date: _____
Signature: _____
I hereby certify that this quotation is complete and accurate based on the information provided.

CLIENT ACCEPTANCE

CCN #: 3 _____
Final Amount: \$520.00 _____
Name: _____
Date: _____
Signature: _____
I hereby accept this quotation and authorize the contractor to complete the above described work.

ORIGINAL



April 25, 2023

Catoria P. Martin
City Attorney
City of Jackson, MS
Post Office Box 2779
Jackson, MS 39207

Re: Arts Center – Track, Light, Switch

Dear Ms. Martin:

Please find attached a proposal from Adco Electric in the amount of \$1,210.00. I have reviewed the proposal and recommend it be accepted.

Please let me know if you have any questions.

Sincerely,

A handwritten signature in blue ink that reads 'David Marsh'.

David Marsh,
President

Accepted by:

A handwritten signature in blue ink, likely representing the City of Jackson, with a checkmark to the right.

City of Jackson, Mississippi

ADCO ELECTRIC INC.
CONTRACTORS ENGINEERS



2236 MADDOX ROAD P.O. BOX 7395
JACKSON, MISSISSIPPI 39282-7395
(601) 922-3575 FAX (601) 922-9705

PROPOSAL

Date: 4/27/23

To: David Marsh

c/o Benchmark Construction Management

Re: MS Arts Center Adding new Type H Trac and Dimmer Switch

David,

We are pleased to provide our price to provide and install new type H Trac and Dimmer Switch as per the Architect's Drawing for CR102 Drawing.

Our price including Tax for this installed work is: \$ 1,210

Please advise if we are to proceed with this new work and we will order the lights and equipment as needed.

As time is of the essence on this project; this price will be good for 7 calendar days from date of this proposal.

Respectfully submitted,

Andy Hardin, VP

Adco Electric, Inc.

ADCO ELECTRIC INC.
CONTRACTORS ENGINEERS



Adco Electric Inc.
P.O. Box 7395
Jackson, MS 39282-7395

CCN # 2
Date: 4/4/2023
Project Name: ARTS CENTER OF MISSISSIPPI RENOVATIONS
Project Number: ARTS CENTER OF MISSISSIPPI RENOVATIONS
Page Number: 1

Client Address:

BENCHMARK
Contact: DAVID MARSH
1867 CRANE RIDGE DRIVE
SUITE 200 A
JACKSON, MS 39216

Work Description

CCN#02: COP #02 per CCD

We reserve the right to correct this quote for errors and omissions.
This quote covers direct costs only and we reserve the right to claim for impact and consequential costs.
This price is good for acceptance within 2 days from the date of receipt.
We request a time extension of 1 days.

Itemized Breakdown

Description	Qty U	Total Mat.	Labor U	Total Hrs.
H track 8ft length	1E	0.00	1.96E	1.96
1/2" CONDUIT - EMT	45C	28.48	4.50C	2.02
1/2" CONN SS STL - EMT	4C	1.08	8.00C	0.32
1/2" COUPLING SS STL - EMT	5C	1.67	4.00C	0.18
1/2 OR 3/4" SNAP CLOSE CLIP - BTM MN	5C	12.94	5.00C	0.24
1/2" FLEX - STEEL	14C	15.29	4.00C	0.56
1/2" STL FLEX CONN	4C	10.49	12.00C	0.48
#12 THHN BLACK	24M	6.87	6.00M	0.14
#12 THHN SOLID BLACK	83M	17.21	6.00M	0.50
#12 THHN SOLID WHITE	50M	10.33	6.00M	0.30
#12 THHN SOLID GREEN	50M	10.33	6.00M	0.30
WIRE CONN RED	9C	2.63	7.50C	0.68
DEV BOX 2 1/2" DEEP 1/2" KO W/ EARS	1C	7.04	25.00C	0.25
4x 1 1/2" OCT BOX 1/2" KO	1C	4.85	30.00C	0.30
4x 1 1/2" SQ BOX COMB KO	2C	9.92	30.00C	0.60
4" SQ BLANK COVER	2C	4.13	8.00C	0.16
1 x 1 5/8x 12G STRUT GRN	8C	49.38	10.00C	0.80
#8 TO #10x 7/8 PLAS ANCHOR (3/16)	2C	8.88	15.00C	0.30
1/4" THREADED ROD - PLTD	16C	9.88	11.00C	1.76

ORIGINAL

Adco Electric Inc.
P.O. Box 7395
Jackson, MS 39282-7395

Client Address:
BENCHMARK
1867 CRANE RIDGE DRIVE
SUITE 200A
JACKSON, MS 39216

CCN # **2**
Date: **4/4/2023**
Project Name: **ARTS CENTER OF MISSISSIP**
Project Number: **ARTS CENTER OF MISSISSIP**
Page Number: **2**

Description	Qty U	Total Mat.	Labor U	Total Hrs.
1/4-20 HEX NUT - PLTD STL	8 C	0.56	2.40 C	0.19
1/4" FLAT WASHER - PLTD STL	12 C	0.99	1.25 C	0.15
1/4x 4 TGL BOLT SPRING WING P/H	4 C	1.60	12.00 C	0.48
#10x 1 P/H SELF-TAP SCREW	2 C	0.20	5.50 C	0.11
#8x 1/2 WAFER HEAD SHEET MTL SCR	4 C	0.37	1.88 C	0.08
OLD WORK BOX MOUNT F-CLIPS (PR)	1 C	0.87	10.00 C	0.10
512 24" T-BAR BOX HNGR (CADDY)	1 C	12.05	18.75 C	0.19
4G9 T-BAR TWIST-ON FIXT SUPPORT (2 C	4.29	9.38 C	0.19
1G TGL SWITCH PLATE - 302 S/S	1 C	1.49	10.00 C	0.10
20A 120-277V S/P SW - TOGGLE IVY (CS-	1 C	4.77	25.00 C	0.25
TRACK LIVE END CONN FLUSH	1 E	0.00	0.25 E	0.25
DEMO SWITCH	1 E	0.00	0.19 E	0.19
Totals	362	238.59		14.12

Summary

General Materials		238.59
FIXTURES		190.00
Material Total		428.59
LABOR		
ELECTRICIAN	(7.06 Hrs @ \$46.50)	328.29
APPRENTICE	(7.06 Hrs @ \$38.10)	268.99
Indirect Job Cost		
CONSUMABLES & MISCELLANEOUS	(238.59 @ 0.00 @ \$0.03 + 0.000 % + 0.000 % + 0.000 %)	7.16
CLEAN-UP	(14.12 @ 0.00 @ \$0.05 + 0.000 % + 0.000 % + 0.000 %)	0.71
SAFETY MEETINGS	(14.12 @ 0.00 @ \$0.01 + 0.000 % + 0.000 % + 0.000 %)	0.14
SMALL TOOLS	(14.12 @ 0.00 @ \$0.45 + 0.000 % + 0.000 % + 0.000 %)	6.35
WARRANTY	(238.59 @ 0.00 @ \$0.03 + 0.000 % + 0.000 % + 0.000 %)	7.16
Total Indirect Job Cost		21.52
Subtotal		1,047.39
Overhead	(@ 10.000 %)	104.74
Markup	(@ 5.000 %)	57.61
Subtotal		1,209.74
Final Adjustment		0.26
Final Amount		\$1,210.00

CONTRACTOR CERTIFICATION

Name:	_____
Date:	_____
Signature:	_____
I hereby certify that this quotation is complete and accurate based on the information provided	

CLIENT ACCEPTANCE

ORIGINAL

Adco Electric Inc.
P.O. Box 7395
Jackson, MS 39282-7395

Client Address:
BENCHMARK
1867 CRANE RIDGE DRIVE
SUITE 200 A
JACKSON, MS 39216

CCN # 2
Date: 4/4/2023
Project Name: ARTS CENTER OF MISSISSIP
Project Number: ARTS CENTER OF MISSISSIP
Page Number: 3

CCN #: 2	_____
Final Amount: \$1,210.00	_____
Name:	_____
Date:	_____
Signature:	_____
I hereby accept this quotation and authorize the contractor to complete the above described work.	

ORIGINAL



April 27, 2023

Catoria P. Martin
City Attorney
City of Jackson, MS
Post Office Box 2779
Jackson, MS 39207

Re: Thalia Mara – General Cleaning, Wash Interior & Exterior Windows

Dear Ms. Martin:

Please find attached a proposal from Jani King in the amount of \$8,370.00. I have reviewed the proposal and recommend it be accepted.

Please let me know if you have any questions.

Sincerely,

A handwritten signature in blue ink that reads 'David Marsh'.

David Marsh,
President

Accepted by:

A handwritten signature in blue ink, appearing to be 'Thalia Mara', written over a horizontal line.

City of Jackson, Mississippi



April 27, 2023

Catoria P. Martin
City Attorney
City of Jackson, MS
Post Office Box 2779
Jackson, MS 39207

Re: Thalia Mara – Scrub Ceramic Tile

Dear Ms. Martin:

Please find attached a proposal from Jani King in the amount of \$990.00. I have reviewed the proposal and recommend it be accepted.

Please let me know if you have any questions.

Sincerely,

A handwritten signature in blue ink, appearing to read 'David Marsh'.

David Marsh,
President

Accepted by:

A handwritten signature in blue ink, appearing to be a stylized name, written over a horizontal line.

City of Jackson, Mississippi



April 27, 2023

Catoria P. Martin
City Attorney
City of Jackson, MS
Post Office Box 2779
Jackson, MS 39207

Re: Thalia Mara – Carpet Extraction

Dear Ms. Martin:

Please find attached a proposal from Jani King in the amount of \$2,304.00. I have reviewed the proposal and recommend it be accepted.

Please let me know if you have any questions.

Sincerely,

A handwritten signature in blue ink, appearing to read 'David Marsh', is written over a horizontal line.

David Marsh,
President

Accepted by:

A handwritten signature in blue ink is written over a horizontal line. The signature is stylized and appears to be 'Thalia Mara'. To the right of the signature, there is a small handwritten mark that looks like 'Jm'.

City of Jackson, Mississippi



ONE TIME SERVICE AGREEMENT

(Form not intended for current customers)

DATE OF SERVICE	NAME OF COMPANY AGREEING TO SERVICES City of Jackson	
NAME OF LOCATION SERVICED Thalla Mara Hall	NAME OF COMPANY REPRESENTATIVE Benchmark Construction / David Marsh	
ADDRESS WHERE SERVICE PROVIDED 255 E Pascagoula Street	PHONE NUMBER OF COMPANY REPRESENTATIVE (601) 941-7250	
CITY, STATE, ZIP WHERE SERVICE PROVIDED Jackson, MS, 39201	EMAIL ADDRESS OF COMPANY REPRESENTATIVE dmarsh@benchmarkms.com	
HAVE WE SERVICED UNDER A ONE TIME AGREEMENT BEFORE? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO IF YES, CUST# _____	JANI-KING REP Rashad Randle	SERVICED BY (FRAN NAME and #) Allstar Solutions, LLC 041158

ACCOUNTS PAYABLE INFORMATION (MUST BE COMPLETED)	JOB INFORMATION (MUST BE COMPLETED)
NAME OF A/P CONTACT	PURCHASE ORDER/JOB NUMBER
ADDRESS OF A/P DEPARTMENT	INSURANCE CERTIFICATE NEEDED? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO IF YES, Attach copy
CITY, STATE, ZIP OF A/P DEPARTMENT	SPECIAL INSURANCE REQUIRED? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO IF YES, Attach copy
A/P PHONE NUMBER	WAIVER OF LIEN REQUIRED? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO IF YES, Attach copy
A/P ALTERNATE NUMBER	Client agrees that the above mentioned items, documentation, insurance, etc. are either required or not as indicated above.
A/P EMAIL ADDRESS	
	AUTHORIZED SIGNATURE

SERVICES REQUESTED

1. Carpet extraction
2.
3.

TOTAL COST: \$ 2,304.00

Sales tax not included - applicable to FL and TX only.
Credit Card Payments are subject to a 3% fee.

This Agreement supersedes all prior Agreements. JANI-KING WILL NOT BE LIABLE FOR CONDITIONS BEYOND OUR CONTROL, INCLUDING THOSE CONDITIONS THAT EXIST PRIOR TO CLEANING OR WHICH PRESENT AFTER CLEANING. Customer should be careful in the event the cleaning service specifications include floor care services, as floors may be slippery due to damp conditions. Client consents to the use of EPA approved chemicals selected by JANI-KING for cleaning COVID-19. To the extent client wishes to direct which specific chemicals are used, Client will notify JANI-KING in writing.

~~INDEMNITY: Client agrees to defend, indemnify, and hold harmless Jani-King, and their respective affiliates, franchisees, officers, directors, shareholders, members, employees, agents, and representatives, from all claims, demands, liabilities, injuries, damages, losses, and expenses arising out of or related to the presence, or suspected presence, of any infection pathogens at Client's facility (including, without limitation, SARS-CoV-2 (COVID-19) and any exposure to such pathogens from Client's facility.~~

Payment of the Total Amount shall be due from Client within ~~thirty (30)~~ ⁴⁵ days of completion of the work. In the event the full Total Amount is not paid within thirty (30) days, interest shall accrue on any remaining balance at a rate of 4.5% per day. In the event it becomes necessary for Jani-King to institute suit against Client to secure or protect its rights or to collect any sums due under this Agreement, Jani-King shall be entitled to all associated costs of the suit, including reasonable attorney's fees and interest. The terms of this Agreement shall be binding upon and inure to the benefit of Jani-King and Client and their respective heirs, representatives, successors and assigns, except as otherwise herein provided. Any waiver by either party to this Agreement of a breach of any term or condition of this Agreement shall not constitute a waiver of any subsequent breach of the same or any other term or condition of this Agreement. Jurisdiction and venue for any suit brought on this Agreement shall be in the county or parish where the Jani-King regional office is located. **HINDS COUNTY, MS**

AUTHORIZATION FOR WORK TO BEGIN AND GUARANTY

The undersigned individual owner, officer, agent, member or employee of Client hereby guarantees the payment to Jani-King of the total amount indicated above. Said individual acknowledges that without this guaranty of payment, Jani-King would not enter into this Agreement.

AUTHORIZED SIGNATURE	PRINTED NAME & TITLE	DATE
----------------------	----------------------	------

COMPLETED WORK

All work described has been inspected and completed to my satisfaction. Payment for these services is authorized upon receipt of Jani-King invoice.

AUTHORIZED SIGNATURE	PRINTED NAME & TITLE	DATE
----------------------	----------------------	------

NOT AN INVOICE



April 27, 2023

Catoria P. Martin
City Attorney
City of Jackson, MS
Post Office Box 2779
Jackson, MS 39207

Re: Arts Center – General Cleaning, Wash Interior & Exterior Windows

Dear Ms. Martin:

Please find attached a proposal from Jani King in the amount of \$500.00. I have reviewed the proposal and recommend it be accepted.

Please let me know if you have any questions.

Sincerely,

A handwritten signature in blue ink, appearing to read 'David Marsh'.

David Marsh,
President

Accepted by:

A handwritten signature in blue ink, appearing to be a name followed by 'City of Jackson, Mississippi'.
City of Jackson, Mississippi



May 1, 2023

Catoria P. Martin
City Attorney
City of Jackson, MS
Post Office Box 2779
Jackson, MS 39207

Re: Thalia Mara – Investigate Leak

Dear Ms. Martin:

Please find attached a proposal from Guaranteed Roofing in the amount of \$1,250.00. I have reviewed the proposal and recommend it be accepted.

Please let me know if you have any questions.

Sincerely,

A handwritten signature in black ink, appearing to read 'David Marsh', written in a cursive style.

David Marsh,
President

Accepted by:

A handwritten signature in blue ink, written over a horizontal line. The signature is stylized and includes the initials 'Jaw' at the end. Below the line, the text 'City of Jackson, Mississippi' is printed.

City of Jackson, Mississippi



PROPOSAL

May 1, 2023

1. Investigate leak at Thalia Mara Hall

\$1,250.00

Thank you,

Shelley R Joiner
Shelley R Joiner
Vice President

601-939-2848
renee@guaranteedroofingcompany.com
www.guaranteedroofers.com

P.O. Box 54122
Pearl, MS 39288-4122