

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
- 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 TRANSPORTATON 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,

- 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)
- ORDER AMENDING THE APRIL 11, 2023 ORDER ACCEPTNG 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)
- 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

BE IT REMEMBERED that a Special Meeting of the City Council of Jackson, Mississippi, was called by a majority of the City Council Members and notices having been placed by the Clerk of Council at 12:00 p.m. April 6, 2023 in the Clerk of Council's Office, electronic notifications to all Council Members, on the City's website and on the public bulletin board in City Hall, relative to: (1) Order authorizing the Mayor to execute the contract and related documents with Richard's Disposal, Inc. to provide Solid Waste Collection and Hauling services for a six (6) year term commencing April, 1, 2023 with four (4) one (1) year extension options. (2) Order of the City Council instructing Special Legal Counsel to immediately file a motion to dismiss, without prejudice, Cause No. 25CHI:23-CV-00103 in the Chancery Court of Hinds County, Mississippi First Judicial District before Special Judge H. David Clark II and for the legal services of John P. Scanlon and Deshun Terrell Martin to be terminated if and when said dismissal is granted. The meeting was convened in the Council Chambers located at 219 S. President Street at 3:00 p.m. on April 10, 2023 being the second Monday of said month, when and where the following things were had and done to wit:

Present: Council Members: Ashby Foote, Council President, Ward 1; Angelique

Lee, Council Vice President, Ward 2; Kenneth I. Stokes, Ward 3; Brian Grizzell, Ward 4; Vernon Hartley, Ward 5; Aaron Banks, Ward 6 and Virgi Lindsay, Ward 7. Directors: Mayor Chokwe Antar Lumumba, Shanekia Mosley-Jordan, Clerk of the Council, Sabrina Shelby, Chief Deputy Clerk

of Council and Catoria Martin, City Attorney.

Absent: None.

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The meeting was called to order by **President Foote.**

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President Foote requested that Agenda Item No. 2 be moved forward on the Agenda. Hearing no objections, the Clerk read the following:

ORDER OF THE CITY COUNCIL INSTRUCTING SPECIAL LEGAL COUNSEL TO IMMEDIATELY FILE A MOTION TO DISMISS, WITHOUT PREJUDICE, CAUSE NO. 25CH1:23-CV-00103 IN THE CHANCERY COURT OF HINDS COUNTY, MISSISSIPPI FIRST JUDICIAL DISTRICT BEFORE SPECIAL JUDGE H. DAVID CLARK II AND FOR THE LEGAL SERVICES OF JOHN P. SCANLON AND DESHUN TERRELL MARTIN TO BE TERMINATED IF AND WHEN SAID DISMISSAL IS GRANTED.

WHEREAS, on February 1, 2023 a Complaint was filed by the Jackson City Council for Declaratory Judgment against Mayor Chokwe A. Lumumba in his official capacity as Mayor of the City of Jackson, citing his failure to negotiate with Vendors 2 and 3 in the October 2021 Request for Proposals for solid waste collection and hauling services; and

WHEREAS, Mayor Lumumba did send letters on March 7, 2023 to all three vendors, a copy of which is attached to this Order and made a part of these minutes; and

WHEREAS, Mayor Lumumba received responses from all three vendors who participated in the Request for Proposal process; and

WHEREAS, the City Council has determined that it is in the best interest of the City of Jackson to file a motion to dismiss without prejudice said complaint in the Chancery Court of Hinds County, Mississippi First Judicial District before Judge H. David Clark II.

NOW, THEREFORE, IT IS HEREBY ORDERED by the City Council of the City of Jackson, Mississippi, that the special legal counsel shall (1) immediately file a motion to dismiss, without prejudice, the lawsuit styled The City Council of Jackson, Mississippi vs Chokwe A. Lumumba, In His Official Capacity as Mayor of the City of Jackson, Cause No. 25CH1:23-CV-00103 in the Chancery Court of Hinds County, First Judicial District, with such filing made no later than the regular close of business on April 11, 2023; and (2) execute all documents necessary to dismiss said complaint.

IT IS FINALLY ORDERED that the legal services of John P. Scanlon and Deshun Terrell Martin be terminated if and when said dismissal is granted.

Office of the Mayor Chokwe Antar Lumumha, Mayor



219 South President Stre Post Office Box 1 Jackson, Mississippi 39205-001 Telephone: 601-960-108 Facsimile: 601-960-108

March 7, 2023

By Mail and Email
Mr. Dan Brazil
FCC Environmental Services, LLC
9172 Ley Road
Houston, Texas 77078
Dan.brazil@fccenvironmental.com

Dan. orazii@iccenvironmentai.com

RE: October 2021 Request for Proposals for Solid Waste Collection Services Update

Dear Mr. Brazil:

I am requesting your responses on two important questions related to the October 2021 Request for Proposals for Solid Waste Collection Services. I am seeking this information for the purpose of assistance in charting a path forward on the best solution for providing Jackson residents with affordable, dependable solid waste collection. I am also seeking the same information from the other two vendors who responded to the RFP.

The first request is that you state whether you will honor the prices for twice per week collection both with and without a garbage cart and the related services that you provided in your response to the October 2021 RFP.

The second request is that you state, based on your best judgment, whether your prices for twice per week collection both with and without a garbage cart and the related services would decrease, remain the same, or increase if you were responding to an RFP from the City of Jackson within the next six months.

Because time is of the essence in making my decision about how to proceed, I ask that you provide your responses to me within seven days of the date of this letter.

Sincerely,

Chokwe A. Lumumba, Mayor

Office of the Mayor Chokwe Antar Lumumba, Mayor



219 South President Stre Post Office Box 1 Jackson, Mississippi 39205-011 Telephone: 601-960-108 Faccimile: 601-960-18

March 7, 2023

By Mail and Email Mr. Alvin Richard Richard's Disposal, Inc. 11600 Old Gentilly Road New Orleans, Louisiana 70129 Richalvnl8@aol.com

RE: October 2021 Request for Proposals for Solid Waste Collection Services Update Information

Dear Mr. Richard:

I am requesting your responses on two important questions related to the October 2021 Request for Proposals for Solid Waste Collection Services. I am seeking this information for the purpose of assistance in charting a path forward on the best solution for providing Jackson residents with affordable, dependable solid waste collection. I am also seeking the same information from the other two vendors who responded to the RFP.

The first request is that you state whether you will honor the prices for twice per week collection both with and without a garbage cart and the related services that you provided in your response to the October 2021 RFP.

The second request is that you state, based on your best judgment, whether your prices for twice per week collection both with and without a garbage cart and the related services would decrease, remain the same, or increase if you were responding to an RFP from the City of Jackson within the next six months.

Because time is of the essence in making my decision about how to proceed, I ask that you provide your responses to me within seven days of the date of this letter.

Sincerely

Chokwe A. Lumumba, Mayor

cc: Deidra Jones, Richard's Disposal, Inc., 11600 Old Gentilly Road, New Orleans, LA 70129;



March 10, 2023

Mr. Chokwe A. Lumumba, Mayor 219 South President Street Jackson, Mississippi 39205

RE: October 2021 Request for Proposals for Solid Waste Collection Services Update Information

Mr. Mayor

In response to your letter dated March 7, 2023 please find below the responses to the two important questions related to the October 2021 Request for Proposals for Solid Waste Collection Services.

State whether you will honor the prices for twice per week collection both with and without a
garbage cart and the related services that you provided in your response to the October 2021 RFP.

A: FCC Environmental Services, LLC cannot honor the pricing given in our response from October 2021. We are willing to look at negotiating the price to align with current market conditions that have changed significantly since we responded to this RFP.

State, based on your best judgement, whether your prices for twice per week collection both with and without a garbage cart and the related services would decrease, remain the same, or increase if you were responding to an RFP from the City of Jackson within the next six months.

A: FCC Environmental Services, LLC pricing would increase if responding to a new RFP within the next six months. As an industry, the major cost factors such as trucks, labor, fuel and interest expenses continue to rise and have risen substantially since October 2021.

Regards,

Chief Operating Officer 832.404.2597

dan.brazil@fccenvironmental.com



4635 Gulfstarr Dr. Ste 100-A Destin, FL 32541 Bshaw2@wm.com (404) 803-2796

March 10, 2023

VIA E-MAIL Chokwe Lumumba Jackson City Hall 219 S. President Street Jackson, MS 39201

Re: October 2021 Request for Proposal for Solid Waste Collections

Thank you for your letter dated March 7, 2023 addressed to David Holloway and Buford Clark. We appreciate your continued interest in working with Waste Management of Mississippi, Inc. We respond to your letter as follows:

- 1. It is our view that the 2021 RFP for the City of Jackson Solid Waste Collection is no longer in effect as a result of your decision to reject WM's proposal and engage Richard's Disposal, Inc.
- 2. We will be happy to participate in any new RFP process as required by Mississippi law for solid waste collection contracts.

Sincerely, Brandon Shaw

Brandon Shaw, President Waste Management of Mississippi, Inc.

Ashby Foote (via email) Angelique C. Lee (via email) Kenneth I. Stokes (via email) Renneth I. Stokes (via email)
Brian C. Grizzell (via email)
Vernon W. Hartley, Sr. (via email)
Aaron Banks (via email)
Virgi Lindsay (via email)

RICHARD'S DISPOSAL, INC.

11600 Old Gentilly Road

New Orleans, LA 70129

Fax: (504) 244-9799

Phone: (504) 241-2142 March 13, 2003

> Mayor Chokwe A. Lumumba 219 South President Street Jackson, Mississippi 39205 calumumba@jacksonms.gov

RE: October 2021 Request for Proposal for Solid Waste Collection Services Update Information

In response to the first question posed in your March 7, 2023 letter, Richard's Disposal, Inc. ("RDI") submits the following:

> RDI will honor the prices for twice-per-week collections with and without garbage carts and related services provided in its response to the City of Jackson's October 2021 Request for Proposals for Solid Waste Collection Services ("2021 RFP"). RDI will also honor the prices for services quoted in response to the other options in the 2021 RFP.

In response to your second question, RDI states as follows:

The current state of the market would cause an increase in the prices for the services described in the 2021 RFP.

In further response to your letter, RDI wishes to clearly state that it does not waive any rights it has as the successful proposer responding to the 2021 RFP. In fact, RDI expressly reserves any and all rights that it has under the 2021 RFP.

Alvin L. Richard Jr.

Cc: Deidra.jones@richardsdisposal.com

Min 2. Anister &.

Council Member Grizzell moved adoption	r; Vice President Lee seconded.
Thereafter, President Foote , called for a vo	ote on said item:
Yeas – Grizzell, Lee and Lindsay. Nays – Banks, Foote, Hartley and Stokes. Absent – None.	
Note: Said item failed due to lack of a major	ority vote.
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There came for consideration Agenda Item	No. 1:
RELATED DOCUMENTS WITH SOLID WASTE COLLECTION A	MAYOR TO EXECUTE THE CONTRACT AND H RICHARD'S DISPOSAL, INC. TO PROVIDE AND HAULING SERVICES FOR A SIX (6) YEAR L 10, 2023 WITH FOUR (4) ONE (1) YEAR in was pulled by the Administration.
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Hartley to add an item to the agenda or	per Banks who moved, seconded by Council Member in an emergency basis, Discussion: Future Garbage in the Banks and Hartley withdrew their motion and
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There were no reports/announcements provi	ided during the meeting.
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	pefore the City Council, it was unanimously voted to at 10:00 a.m. on April 11, 2023. At 3:11 p.m., the
PREPARED BY:	APPROVED:
CLERK OF COUNCIL	COUNCIL PRESIDENT DATE
	MAYOR
	ATTEST:
	CITY CLERK

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MINUTE BOOK 6X

BE IT REMEMBERED that a Regular Meeting of the City Council of Jackson, Mississippi, was convened at City Hall at 10:00 a.m. on April 11, 2023, being the second Tuesday of said month, when and where the following things were had and done to wit:

Present: Council Members: Ashby Foote, Council President, Ward 1; Angelique Lee, Vice-

President, Ward 2; Brian Grizzell, Ward 4; Vernon Hartley, Ward 5; Aaron Banks, Ward 6 and Virgi Lindsay, Ward 7. Directors: Chokwe Antar Lumumba, Mayor; Shanekia Mosley-Jordan, Clerk of Council, Sabrina Shelby, Chief Deputy Clerk of

Council and Catoria Martin, City Attorney.

Absent: Kenneth Stokes, Ward 3.

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The meeting was called to order by **President Foote.**

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The invocation was offered by Pastor Tony McBride of Greater Mt. Olive M.B. Church.

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The Council recited the **Pledge of Allegiance**.

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RESOLUTION DECLARING CERTAIN PARCELS OF REAL PROPERTY IN THE CITY OF JACKSON TO BE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE PURSUANT TO SECTION 21-19-11 OF THE MISSISSIPPI CODE AND BASED ON ADMINISTRATIVE HEARINGS HELD NOVEMBER 22, 2022 FOR THE FOLLOWING CASES:

20-354	20-366	22-1402	22-1254	22-1980
22-104	21-723	21-615	22-146	22-229
22-882	22-590	22-1525	21-573	22-1433
22-796	21-1889	22-703		

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

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

WHEREAS, hearings were held on November 22, 2022; and

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

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

1) Case #20-354: Parcel #859-29 located at 3933 Lost Lake Cir.: No appearance by the owner or an interested party. The hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with an assessment of actual costs and a penalty of \$750.00. Ward 6

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

2) Case #20-366: Parcel #857-18 located at 883 McCluer Rd.: After hearing testimony from owner Bobby S. Jones, the hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare. However, Bobby S. Jones shall be afforded thirty (30) days, or until December 22, 2022, to cure the violations by completing the scope of work. If there is a default and the City proceeds with cleaning, the hearing officer recommends an assessment of actual costs and a penalty of \$500.00. Ward 6

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

3) Case #22-1402: Parcel #420-225 located at 1309 Geeston St.: The hearing officer heard testimony from the administrator of the estate of the property owner(s), Sharon McKinnis, and Attorney Marcus Williams. After hearing testimony, the hearing officer recommends that adjudication of the property as a menace to public health, safety, and welfare be held in abeyance. However, Sharon McKinnis, shall be afforded sixty (60) days, or until January 22, 2023, to cure. Ward 3

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

4) Case #22-1254: Parcel #425-491 located at 3603 Lampton Ave.: No appearance by the owner or an interested party. The hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with an assessment of actual costs and a penalty of \$750.00. Ward 3

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

5) Case #22-1980: Parcel #425-477 located at 3610 Brame Ave.: No appearance by the owner or an interested party. The hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with an assessment of actual costs and a penalty of \$500.00. Ward 3

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

6) Case #22-104: Parcel #425-545 located at 3535 Mosley Ave.: No appearance by the owner or an interested party. The hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with an assessment of actual costs and a penalty of \$500.00. Ward 7

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

7) Case #21-723: Parcel #425-224 located at 3737 Mosley Ave.: No appearance by the owner or an interested party. The hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with an assessment of actual costs and a penalty of \$500.00. Ward 3

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

8) Case #21-615: Parcel #522-536 located at 732 Witsell Ave.: No appearance by the owner or an interested party. The hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with an assessment of actual costs and a penalty of \$500.00. Ward 3

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

9) Case #22-146: Parcel #427-12 located at 522 W. Northside Dr.: No appearance by the owner or an interested party. The hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with an assessment of actual costs and a penalty of \$1,250.00. Ward 3

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

10) Case #22-229: Parcel #806-195 located at 4449 W. Northside Dr.: No appearance by the owner or an interested party. The hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with an assessment of actual costs and a penalty of \$500.00. Ward 2

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

11) Case #22-882: Parcel #640-153 located at 507 E. Hillsdale Dr.: After hearing testimony from Frank Hobson, the hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare. However, Frank Hobson shall be afforded seven (7) days to enter into a repair agreement, or until November 29, 2022. If there is a default and the City proceeds with cleaning, the hearing officer recommends an assessment of actual costs and a penalty of \$500.00. Ward 4

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

12) Case #22-590: Parcel #308-210 located at 4245 Richmond Cir.: No appearance by the owner or an interested party. The hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with an assessment of actual costs and a penalty of \$500.00. Ward 4

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

13) Case #22-1525: Parcel #802-108 located at 6540 Franklin D. Roosevelt Dr.: No appearance by owner or an interested party. The hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with an assessment of actual costs and a penalty of \$750.00. Ward 2

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

14) Case #21-573: Parcel #802-381 located at 6380 Abraham Lincoln Dr.: No appearance by owner or an interested party. The hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with an assessment of actual costs and a penalty of \$500.00. Ward 2

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

15) Case #22-1433: Parcel #721-867 located at 6696 Glen Ridge Dr.: After hearing testimony from owner Daisey Hunter, the hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare. However, Daisey Hunter shall be afforded thirty (30) days, or until December 22, 2022, to cure the violations by completing the scope of work. If there is a default and the City proceeds with cleaning, the hearing officer recommends an assessment of actual costs and a penalty of \$500.00. Ward 2

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

16) Case #22-796: Parcel #15-42 located at 1203 Pinehurst Pl: No appearance by the owner or an interested party. The hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with an assessment of actual costs and a penalty of \$500.00. Ward 7

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

17) Case #21-1889: Parcel #304-228 located at 750 Primos Ave.: No appearance by the owner or an interested party. The hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with an assessment of actual costs and a penalty of \$500.00. Ward 5

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

18) Case #22-703: Parcel #304-170 located at 770 Primos Ave.: No appearance by the owner or an interested party. The hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with an assessment of actual costs and a penalty of \$500.00. Ward 5

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

IT IS HEREBY ORDERED that the above parcels be adjudicated a menace to public health as recommended by the hearing officer.

IT IS HEREBY ORDERED that a copy of the notices mailed and posted to owners and interested parties of the above parcels shall be included in the minutes along with this resolution pursuant to Section 21-19-11 of the Mississippi Code as amended.

IT IS HEREBY ORDERED that the Administration shall be authorized to remedy conditions on the parcels posing a threat to public, health, and safety using municipal resources or contract labor if the owners fail to do so.

IT IS HEREBY ORDERED that the adjudication of penalties, if any, shall be reserved until such time that a resolution is approved assessing actual costs.

Vice President Lee moved adoption; Council Member Banks seconded.

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

Absent – Stokes.

The Notices of Hearing pursuant to Section 21-19-11 of the Mississippi Code, as it relates to each parcel of property, is incorporated herein in their entirety, and located in Public Notices, located in the City Clerk's Office of the City of Jackson, Mississippi.

* * * * * * * * * * * * * *

ORDER ACCEPTING THE BID OF FOUR SEASONS ENTERPRISES, LLC FOR THE DEMOLITION OF 3603 TERRY ROAD AND 0 SYKES ROAD FOR COMMUNITY IMPROVEMENT DEMO PROJECT 2023.02 AND AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND FOUR SEASONS ENTERPRISES, LLC TO DEMOLISH STRUCTURES AND REMEDY CONDITIONS THAT CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR PARCEL NUMBERS 626-118 AND 626-118-1-\$206,000.00.

WHEREAS, on March 2, 2021 the City Council approved a resolution declaring parcel number 626-118-1 to be a menace to public health, safety, and welfare pursuant to Section 21-19-

11 of the Mississippi Code following an administrative hearing held on May 11, 2021 for case number CE-2021-1002; and

WHEREAS, on November 8, 2022, the City Council approved a resolution declaring parcel number 626-118 to be a menace to public health, safety, and welfare pursuant to Section 21-19-11 of the Mississippi Code following an administrative hearing held on October 11, 2022 for case number CE-22-751; and

WHEREAS, parcel number 626-118 and parcel number 626-118-1 are both located in Ward 6 of the City of Jackson; and

WHEREAS, the Community Improvement Division of the Planning and Development Department solicited bids from vendors (1) to demolish and remove remains of dilapidated structures while leaving slabs and parking lots intact; (2) to backfill and compact the swimming pool; (3) to remove all trash, refuse, overgrown vegetation, and any other items to ensure property is clear and free of any and all health hazards; (4) to cut grass and weeds; and (5) to perform other professional services to remedy the conditions deemed to be a menace to public health, safety, and welfare on parcel numbers 626-118 and 626-118-1; and

WHEREAS, on February 21, 2023, the City of Jackson received three (3) sealed bids for demolition and cleaning of parcel numbers 626-118 and 626-118-1; and

WHEREAS, based on stated requirements, Four Seasons Enterprises, LLC submitted the only bid to be in compliance with the requirements to perform professional services for the sum of \$206,000.00; and

WHEREAS, the Department of Planning and Development recommends that the City accept the bid of Four Seasons Enterprises, LLC as the best bid and execute a contract.

IT IS, THEREFORE, ORDERED that the bid of Four Seasons Enterprises, LLC in the amount of \$206,000.00 is accepted, and the Mayor is authorized to execute a contract with Four Seasons Enterprises, LLC (1) to demolish and remove the remains of dilapidated structures while leaving slabs and parking lots intact; (2) to backfill and compact the swimming pool; (3) to remove all trash, refuse, overgrown vegetation, and any other items to ensure property is clear and free of any and all health hazards; (4) to cut grass and weeds; and (5) to perform other professional services to remedy the conditions deemed to be a menace to public health, safety, and welfare on parcel number 626-118 located at 3603 Terry Road and parcel number 626-118-1 located at 0 Sykes Road for an amount not to exceed \$206,000.00.

Vice President Lee moved adoption; Council Member Banks seconded.

Yeas – Banks, Foote, Hartley, Lee and	Li	n	ds	ay	.									
Nays – Grizzell.				٠										
Absent – Stokes.														
	*	*	*	*	*	*	*	*	*	*	*	*	*	*

APPROVAL OF THE MARCH 13, 2023 SPECIAL COUNCIL MEETING MINUTES.

Vice President Lee moved adoption; Council Member Banks seconded.

APPROVAL OF THE MARCH 14, 2023 REGULAR COUNCIL MEETING MINUTES.

Vice President Lee moved adoption; Council Member Banks seconded.

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

Nays – Grizzell.

Absent – Stokes.

* * * * * * * * * * * * * *

APPROVAL OF THE MARCH 20, 2023 REGULAR ZONING MEETING MINUTES.

Vice President Lee moved adoption; Council Member Banks seconded.

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

Nays – Grizzell.

Absent – Stokes.

* * * * * * * * * * * * * *

APPROVAL OF THE MARCH 21, 2023 SPECIAL COUNCIL MEETING MINUTES.

Vice President Lee moved adoption; Council Member Banks seconded.

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

Nays – Grizzell.

Absent – Stokes.

* * * * * * * * * * * * * *

President Foote requested that Agenda Item No. 33 and 34 be moved forward on the Agenda. Hearing no objections, the Clerk read the following:

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.

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:

Vendor	Services/Materials	Amount
Craft Coswell	Flooring	\$93,592.00
J.L. Roberts Mechanical	Mechanical/Plumbing	\$49,250.00
Elite Paint	Painting	\$76,686.00
Acoustics, Inc.	Drywall, Ceilings	\$128,651.00
ADCO Electrical	Electrical	\$92,120.00
GlassWorx	Storefront Glass	\$2,561.33
West Architectural Specialties	Handrail & Toilet Accessories	\$12,385.43
Scanlon Taylor Millwork	Rail Cap	\$5,454.00
Shindler Elevator Corp.	Escalator Assessment	\$15,200.00
Priority Exterior Cleaning	Pressure Wash Sidewalks	\$2,100.00
French Awnings	Covered Walkway	\$28,462.50
Industrial Services Co.	Remove Center Stair Rail	\$1,940.00
Elite Paint	Interior Paint	\$96,400.00
Larry C. Reeves Contracting	Landing Grate	\$3,300.00
ADCO Electrical	Int. & Ext. Lighting	\$288,990.00
Total of all work and materials		\$897,092.26

IT IS, THEREFORE, ORDERED that the contracts for work listed in the proposals listed above at the amounts stated are hereby ratify.



Catoria P. Martin City Attorney City of Jackson, MS Post Office Box 2779 Jackson, MS 39207

Re: Arts Center – Carpet, LVT, Epoxy

Dear Ms. Martin:

Please find attached a proposal from Craft Croswell in the amount of \$93,592.00 (Base bid - \$80,614 and Alternate #1 - \$12,524 and \$454). I have reviewed the proposal and recommend it be accepted.

Please let me know if you have any questions.

Sincerely.

32 Mark

1867 Crane Ridge Dr., Suile 200-A, Jackson, MS 39216 • P.O. Box 31177 Jackson, MS 39286-1177 Phone 601-362-6110 • Fax 601-362-9812 • www.benchmerkms.com

RECEIVED

MAR 2 1 2023

Craft Croswell 116 Rüdgeland Plaza Rüdgeland, MS 39157 601-856-8861 Fax 601-856-9476 March 21, 2023 TODAY'S DATE:

PROJECT: Arts Center of Ms

	David Marsh	do not be about data. The con-	BID DATE	E/I IMC.	
re pleased to of suestions.	fer the following quotation. Offer good for 30 Out of town call 1-800-279-8861.	Cartilicate of Responsibility Nos:	MS #21117-MC LA #82166	TN #00062422 AL #8-66608	AR# 0408590122
Quantity:		Description:		Unit Price:	TOTAL:
1.00	Base Bid - Carept and LVT				\$6
1.00	Epoxy Coating on Existing To	ollet Room Floors			\$1
				\$12,524	
1.00	Alternate 1 Stair Treads	MPC TAX		\$454	
1.00	Alternate 2 Additional Areas			\$38,095	
		MPC TAX		\$1,382	
	L	and Barress only			
	Notes: Carpet 1 and 2 are for the Entrance Carpet 1 & 2 are included in a 30/70 split		re will be a pattern apacified fo	r these carpets.	
	There may be an additional charge for ma	sterial quantities to be ordered af	ter the pattern is received.	1 1	
	We have included demo of existing carps		f existing VCT floorin to facilica	ate a direct install.	
	We have included standard floor prep in Stair Nosing is mechanically Fastened.	the amount of 27 bags.		i I	
	Com receipts in continuency reserved.				
	**This proposal is valid for	45 days at which time material ar	nd freight prices may be increa	sed	
STANDAL	RD CONDITIONS	ADDENDA READ:		Subtotal	\$7
OF THIS E	BID / QUOTATION:			MPC Tex	2,8
To be incorpora	eted into any final contract):			TOTAL QUOTE	\$80
PRICE	ODES NOT INCLUDE ANY REMEDIAL WOR	RK ON THE CONCRETE TO BRIN	G IT INTO REQUIRED MOISTU	RE TOLERANCES TO RECEIVE	E PLOORANG.

WARRANTY DOES NOT INCLUDE ANY MOISTURE RELATED SUBFLOOR FAILURES

Sid Newell



Catoria P. Martin City Attorney City of Jackson, MS Post Office Box 2779 Jackson, MS 39207

Arts Center - Mechanical

Dear Ms. Martin:

Please find attached a proposal from J L Roberts Mechanical in the amount of \$49,250.00 (Base bid only). I have reviewed the proposal and recommend it be accepted.

Please let me know if you have any questions.

Liemanh

City of Jackson, Mississippi

1867 Crene Ridge Dr., Suite 200-A, Jackson, MS 39216 • P.O. Box 31177 Jackson, MS 39286-1177 Phone 601-362-6110 • Fex 601-362-9812 • www.benchmarkms.com



PROPOSAL

COMPANY BENCHMARK CONSTRUCTION CORPORATION

CONTACT
PROJECT

ARTS CENTER OF MISSISSIPPI RENOVATIONS – JACKSON, MS DATE March 17, 2023 CR # 13941-MC

SCOPE OF WORK

- Demolition of existing plumbing as indicated on plans NOT including the Breakroom sink Cut/Break/Remove Concrete for rough-in of this scope (Pouring back of concrete is excluded) (Dumpster is
- Furnish/install two each new water closets and lavatories as scheduled
 Furnish/install sanitary sewer and domestic water piping connected to existing services in area as indicated.
 Furnish/install escutcheon to cover hole in wall at flush valve in room 104.

HVAC

- Demo of existing HVAC grilles as indicated on first floor NOT including community room Furnish/install Lennox new grilles on first floor where indicated on plans

ALTERNATE #2 SCOPE OF WORK

- Remove and replace breakroom sink and faucet with new. Install Icemaker box connection for refrigerator if desired by owner. (Patching of wall for installation of icemaker box is EXCLUDED)

 Demo and replace existing ceiling grilles in Community Room with new

 Demo ceiling grilles in area indicated on second floor and replace with new. This included removal of existing linear slot diffusers and replacement of them with new square ceiling diffusers as indicated on plans.

Bond, dumpster, water proofing, latent conditions discovered during construction, fire protection, fire protection piping, site utility work, electrical, roofing, structural supports, painting of any kind, patching of walls, floors, ceiling. Concrete equipment/housekeeping pads, select fill/select bedding materials, asbestos testing/abatement

PRICING

BASE BID PRICE:	\$49,250.00
ALTERNATE #2 PRICE:	\$27,400.00

ACCEPTANCE

This proposal may be withdrawn by J.L. Roberts Mechanical if not	David Graves
accepted within 30 days.	J.L. Roberts Mechanical Authorized Representative
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.	

J.L. ROBERTS MECHANICAL LLC ● P.O. Box 180579 ● 150 Linda Jo Drive ● Richland, MS 39218 ● 601-939-1011 ● Fax 601-936-3958



Catoria P. Martin City Attorney City of Jackson, MS Post Office Box 2779 Jackson, MS 39207

Dear Ms. Martin:

Please find attached a proposal from Elite Paint, LLC in the amount of \$76,686.00 (Base bid - \$66,750 and Alternate #1 - \$9,936). I have reviewed the proposal and recommend it be accepted.

Please let me know if you have any questions.

Sincerely,

& il Mark

1867 Crane Ridge Dr., Suite 200-A, Jackson, MS 39216 • P.O. Box 31177 Jackson, MS 39286-1177
Phone 601-362-6110 • Fex 601-362-9812 • www.benchmerkms.com



156 Greenfield Ridge Dr Brandon, Ms, 39042 Phone: (601) 717- 2976 josef@elitepaintllc.com

Estimate Date

Mar/16/23

TO

BENCHMARK CONSTRUCTION CO. 1867 Crane Ridge Dr, Suite 200-A Jackson, MS 39216.

BID PRICING

Project : Arts Center of Mississippi Renovations.

Bid Date: March/17/2023 Location: Jackson, MS. MS License num: 23666-SC.

Addenda: None.

Sections Bid: Lv4 Drywall Finishing & Painting Exclusions: Damage repairs in base bid.

Base Bid: \$66,750

ADD Alternates : ALT-1 : \$9,936 ALT-2 : \$14,300 ALT-3 : \$8,500

Respectfully, Jose Fonseca,



Catoria P. Martin City Attorney City of Jackson, MS Post Office Box 2779 Jackson, MS 39207

Re: Arts Center -- Drywall, Ceilings and other work items

Dear Ms. Martin:

Please find attached a proposal from Acoustics, Inc. in the amount of \$128,651.00 (Base bid - \$96,773 and Alternate #1 - \$31,878). I have reviewed the proposal and recommend it be accepted.

Please let me know if you have any questions.

Sincerely,

David Marsh, President

Ril Manh

Accepted b

City of Jackson, Mississippi

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ACOUSTICS INC 209 PARK COURT RIDGELAND, MS 39157

PROPOSAL

TO: BENCHMARK CONSTRUCTION

ATTN: DAVID MARSH

RE: ARTS CENTER OF MISSISSIPPI RENOVATINS

Provide labor and materials to install:

--NEW LAYIN CEILINGS PER PLANS --METAL STUD & DRYWALL WORK PER PLANS --INSTALL NEW HM DOOR FRAMES WHERE APPLICABLE --REQUIRED DEMO FOR WORK LISTED ABOVE

BASE BID......\$96,773

ALT #1, MONUMENTAL STAIR......ADD........\$31,878
DOES NOT INCLUDE WOOD CAP AT 2ND FLOOR HANDRAIL PER DETAIL 5/A331

ALT #2, 1ST & 2ND FLOOR LAYIN CEILINGS & WALL DEMO.......ADD.............\$42,746

ALT #3, PATCH DRYWALL WHERE WALL MOUNT FIXTURES ARE REMOVED....ADD....\$5,693

ALL PRICES INCLUDE 3.5% SALES TAX SIGNIFICANT OVERTIME WORK INCLUDED TO MAINTAIN SCHEDULE

QUALIFICATIONS:
PROPOSAL BASED ON CONTRACT TERMS CONSISTENT WITH CONSESUSDOCS 750
NO FEES OR PERMITS
NO TAPE, FINISH OR CORNERBEAD
NO P&P BOND INCLUDED, CAN BE ADDED FOR ADDITIONAL COST (RATES VARY DEPENDING ON CONTRACT AMT)
TRASH PLACED AT CENTRAL LOCATION ON JOBSITE, REMOVAL BY OTHERS

If any amount is not paid within 30 days of the invoice on which the charge first appears, the customer shall pay interest on the delinquent amount at the maximum rate permitted by law and all expenses of collections; including attorney fees.

Conditions: Standard AIA contract to be used. All materials guaranteed to be as specified above. All work is to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from work specified above and involving additional costs will be executed only upon written orders and will become an extra charge over and above the estimate. All agreements are contingent upon, accidents, or delays beyond our control. Owner to carry standard Bullders Risk Insurance. Our workers are fully covered by Workman's Compensation Insurance.

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work. Payment will be made as outlined above.

Date of Acceptance:

Respectfully Submitted

Note: This proposal is valid for 30 days.



March 22, 2023

Catoria P. Martin City Attorney City of Jackson, MS Post Office Box 2779 Jackson, MS 39207

Arts Center, electrical work

Dear Ms. Martin:

Please find attached a proposal from ADCO in the amount of \$92,120.00 (Base bid only). I have reviewed the proposal and recommend it be accepted.

Please let me know if you have any questions.

Sincerely,

Hel Mach David Marsh, President

Accepted by: City of Jackson, Mississippi

ADCO ELECTRIC INC.



2236 MADDOX ROAD P.O. BOX JACKSON, MISSISSIPPI 39282 (601) 922-3575 FAX (601) 922

March 17, 2023

David Marsh Benchmark Construction 1867 Crane Ridge Drive Suite 200-A Jackson, MS

Re: Arts Center of MS Renovations

Dear David,

We propose to furnish all labor and materials for the electrical construction of the above referenced project in accordance with the plans and specs dated 3/10/2023.

Our price is:

Base Bid \$ 92,120 Alternate #1 Atrium Lights replacement Add \$13,770
Alternate #2 Event, Community, Breakroom Add \$66,350

Our price is based on existing light fixtures removal and installation of Temporary fixture occurring before ceiling demolition begins.

The following are included in our base bid price:

- Revised to include MPC # and 3.5% tax
- Fixtures and Light Track (no heads with Track)
- Lead time for Fixtures 3weeks
- Stainless Steel Covers on devices
- Alternate # are adders to base
- Demo above ceiling as required and disconnect power to make safe for in wall devices Devices removed by others with wall/ceiling demo
- Existing Fire Alarm System removal and reinstallation of existing ceiling devices Exiting CCTV ceiling device removal and reinstallation of existing in new ceiling Cleanup of electrical debris only, to GC furnished dumpster

Page 2

We specifically exclude the following:

- Door Access equipment or installation
- Fire Alarm equipment or installation
- Repairs to existing Sound speakers or installation
- Repairs to existing CCTV system
- Ceiling Grid repairs
- Painting and patching of any material from new installation
- Performance and Payment bond
- Clean up of jobsite except for removal of EC generated trash to GC provided dumpster

The existing Fire Alarm system is obsolete, but functional. Most of the trouble signals indicated on the control panel are originated in the planetarium. Repairs to the Fire Alarm system are not included.

This proposal is based on the execution of an AIA or other mutually acceptable subcontract. Due to the escalation of raw materials this quote is valid for 15 days.

The opportunity to quote you on this work is appreciated and we look forward to a favorable response. Please let us know if you have any questions or if further information is needed.

Sincerely,

Whit Adams President

ArtsCenter02.doc



Catoria P. Martin City Attorney City of Jackson, MS Post Office Box 2779 Jackson, MS 39207

Re: Arts Center - Glass Repair

Dear Ms. Martin:

Please find attached a proposal from GlassWorx in the amount of \$2,561.33. I have reviewed the proposal and recommend it be accepted.

Please let me know if you have any questions.

Sincerely.

David Marsh,

fil Manh

Accepted by:

W. CHADEL

1867 Crane Ridge Dr., Suite 200-A, Jackson, MS 39216 • P.O. Box 31177 Jackson, MS 39286-1177 Phone 601-362-6110 • Fax 601-362-9812 • www.benchmarkms.com

GlassWorx

1163 Weyerhaeuser Street
Philadelphia, MS 39350

Phone: 601-389-2020 Fax: 601-389-0331

PROPOSAL

To: David Marsh	
JOB: glass replacement and panic cove	er
WE PROPOSE TO FURNISH AND INSTAI	LL THE FOLLOWING AS REQUIRED:
1 @ 61" x 82" ¼" bronze laminated glass, 1@	31" x 75" 1" tempered ig , 1 @ 53 x 16
$1\ensuremath{\text{"}}$ tempered ig, and $1\ensuremath{\text{(@ panic dust cover}}$.	
ALL FOR THE SUMapplicable	\$2,561.33 plus tax if
EXCLUSIONS: TAX, WORK TO PREPARATIONS, BREAKMETA	ADJACENT CONDITION, OPENING L, AND/OR FINAL CLEANING.
PROPOSAL VALID FOR 30 DAYS.	
APPROVED BY:	THANKS,
	Tyler Turk
DATE:3/20/2023	COR #20599-SC



March 23, 2023

Catoria P. Martin City Attorney City of Jackson, MS Post Office Box 2779 Jackson, MS 39207

Arts Center - Handrails, Toilet Accessories

Dear Ms. Martin:

Please find attached a proposal from West Architectural Specialties in the amount of \$12,385.43 (\$10,745 tax \$376.06, toilet accessories \$1,225 tax \$39.37). I have reviewed the proposal and recommend it be accepted.

Please let me know if you have any questions.

Meanh

1867 Crene Ridge Dr., Suite 200-A, Jackson, MS 39216 • P.O. Box 31177 Jackson, MS 39286-1177
Phone 601-362-6110 • Fex 601-362-9812 • www.benchmerkms.com

QUOTATION

291 Highway 51, Suite E-6 Ridgeland, MS 39157 Phone: 601/853-9908



P. O. Box 1828 Ridgeland, MS 39158-1828 Fax: 601/853-9921

Date: 03.22.2023

To: Benchmark Construction Attention: David Marsh

Attention: David Marsh
PROJECT: Arts Center of Mississippi Renovations, Jackson, Mississippi
Addenda Acknowledged: None
We propose to furnish for the above project materials listed below:
Aluminum Handralls: as requested & as Indicated below
Approx. 88 LF. 1-1/2° schedule 40 aluminum pipe wall handrall
All welded construction at bends. Spiloes provided as required.
Wall brackets have concealed botts for mounting.
All aluminum is finished with 204-R1 clear satin anodized finish.

WE would recommend that at the top and bottom of the stair, the return around the end of the wall terminate on the end wall in lieu of a 2nd bend to wrap the corner. This would facilitate both fabrication and installation to meet your schedule and would still meet code requirements.

FURNISHED AND INSTALLED FOR THE SUM OF......\$ 10,745.00 if required, add \$ 376.06 for 3.5% sales tax (MPC)

The anodizing company is currently running 3 weeks for anodizing, thus we would need to measure rails by next week in order to allow fabrication time, anodizing time, and installation time in order to meet your schedule.

Tollet Accessories: as identified on drawings
2 ea. 42" grab bars
2 ea. 36" grab bars
2 ea. 18" grab bars
2 ea. 24" x 36" stainless-steel framed mirrors
FURNISHED AND INSTALLED FOR THE SUM OF......\$ 1,225.00
If required, add \$ 39.37 for 3.5% sales tax (MPC)

Note: Due to current fluctuations in stainless steel and aluminum prices, we are required to review all pricing a 30 days prior to accepting a purchase order for any products containing stainless steel or aluminum.

INSTALLATION AVAILABLE ON ALL MATERIALS UPON REQUEST. IF NOT SHOWN ABOVE

F.O.B. Factory, Freight allowed jobsite

Taxes: Not Included

By: M. Keith West, FCSI, CCPR **

TERMS: NET, 30 DAYS

This proposal is subject to the approval of the architect.

Prices are subject to change 30 days after date, and subject to acceptance by our suppliers. All agreements contingent upon strikes, accide unavoidable or beyond our control.



March 23, 2023

Catoria P. Martin City Attorney City of Jackson, MS Post Office Box 2779 Jackson, MS 39207

Dear Ms. Martin:

Please find attached a proposal from Scanlon Taylor Millwork in the amount of \$5,454.00. I have reviewed the proposal and recommend it be accepted.

Please let me know if you have any questions.

Silmanh , David Marsh, President

1867 Crane Ridge Dr., Sulle 200-A, Jackson, MS 39216 • P.O. Box 31177 Jackson, MS 39286-1177 Phone 601-362-6110 • Fax 601-362-9812 • www.benchmarkms.com

SCANLON-TAYLOR MILLWORK COMPANY **MANUFACTURERS** ARCHITECTURAL WOODWORK **POST OFFICE BOX 5029** JACKSON, MS 39296-5029

Telephone: 601.362,5333 Fax: 601.981.7504

Office and Mill 2913 N. West Street Jackson, MS 39216

MATERIAL & INSTALLATION LABOR PRICE QUOTATION

DATE:

3/23/2023

TO:

DAVID MARSH

COMPANY:

BENCHMARK CONSTRUCTION CORP.

EMAIL:

dmarsh@benchmarkms.com

FROM:

SHERMAN DUKES

REFERENCE:

ART CENTER OF MISSISSIPPI, CITY OF JACKSON - ATRIUM RAIL CAP

PAYMENT TERMS:

NET 30 DAYS FROM DATE OF INVOICE - NO RETAINAGE WITHHELD

PRICE FOR MATERIALS & INSTALLATION LABOR TO PROVIDE THE PAINT GRADE ATRIUM RAIL CAP & REVEAL TRIM AT ROOM EVENT 200 (5,8/A331) PER DRAWINGS RECIEVED VIA YOUR EMAIL DATED 3/21/2023. PAINT GRADE CAP TRIM WILL BE POPLAR, SHIPPED LOOSE IN RANDOM LENGTHS.

MATERIALS PER SECTION 5/A331):

\$4,158.00

140 LF - PAINT GRADE ATRIUM RAIL CAP / TRIM (1 1/4" X 7 1/4" CAP & (2) 1/2" X 3/4" REVEAL TRIM)

JOBSITE / INSTALLATION LABOR: \$1,296.00

WORK INCLUDES ONE TRIP TO THE JOBSITE AND INSTALLATION OF THE ATRIUM RAIL CAP/TRIM LISTED ABOVE.

\$ 5,454.00 TAX INCLUDED IN PRICING

PRICE DOES NOT INCLUDE: PRIMING, PAINTING OR PREFINISHING; BLOCKING OF ANY KIND

PLEASE ADVISE HOW IS WE ARE TO PROCEED.

CALL WITH ANY QUESTIONS.



March 17, 2023

Catoria P. Martin City Attorney City of Jackson, MS Post Office Box 2779 Jackson, MS 39207

Thalla Mara – Assessment of Escalators

Dear Ms. Martin:

Please find attached a proposal from Schindler Elevator Corp. in the amount of \$15,200.00. I have reviewed the proposal and recommend it be accepted.

Please let me know if you have any questions.

Ramal
David Marsh,
President

Accepted by: City of Jackson, Mississippi

1867 Crane Ridge Dr., Suite 200-A, Jackson, MS 39216 • P.O. Box 31177 Jackson, MS 39286-1177
Phone 601-362-6110 • Fex 601-362-9812 • www.benchmarkms.com



Schindler Elevator Corporation 5251 Greenway Drive Jackson, MS 39204-3212 Phone: 601-923-3344 Fax: 601-923-3371

LABOR ONLY ORDER AGREEMENT

Date: 03/13/2023

To: The city of Jackson clo Benchmark Construction 1867 Crane Ridge Drive Suite 200-A Jackson, MS 39216

Estimate Number: CDUS-CPVT2Z (2022.5.1)

Customer: Thalia Mara Hall 255 East Pascagoula Street Jackson, MS 39201

Attn: David Marsh

Schindler hereby proposes to provide the following with respect to the equipment located at the above

Survey/Assess Escalator Equipment (2) Westinghouse Escalators

As a Leader in the elevator industry, we are continuously investing in solutions that will help reduce repair and operating costs due to unforeseen events that impact your elevator system. We recommend the following scope of work at your request to create a greater level of operational reliability, efficiency, and reduced down-time for callbacks.

Scope of Work;

Schindler Elevator Corporation will provide labor only to complete the following work during regular working hours of the elevator trade.

- Secure the equipment in a safe fashion to ensure a proper safe environment.
 Troubleshoot and assess elevator equipment for damage and safety upgrades.
 Labor not to exceed 2-team days.
 If additional labor or material is required, a secondary proposal will be submitted.
 Upon completion of this work all debris will be removed from the jobsite.

\$15,200.00, plus applicable taxes. (Quotations valid for 30 days; price based upon work during regular working hours of regular working days.)

*Financing available (see below)



Payment: PO will be issued.
Balance due upon completion, within 30 days of invoice.

Schindler reserves the right not to source material or schedule labor for the above quoted work until initial payment has been received.

Schindler retains title to any equipment furnished hereunder until final payment is made. Late or non-payment will result in assessment of interest charged at a rate of 1 1/2% per month or the highest legal rate available, and any attorneys' fees, expenses, and costs of collection. The customer understands that this is a fixed price proposal. Supporting documentation for materials and/or labor shall not be a condition precedent for payment in full to be made to Schindler.

Available Financing: Schindler understands that the cost of capital improvements can put a strain on a property's budget. For this reason, Schindler has teamed with leading financial organizations (Lender) in an effort to help our customers sort through the best options to fund these capital improvements. The financing is done directly between the Lender and you, our customer. In return, Schindler requires that you enter into a new 5-year maintenance agreement with Schindler.

Often times, other building systems will need upgrades as a part of the elevator or escalator improvements. The cost of the related work can be rolled into the total finance package with the Lender.

As an example, if you finance \$25,000.00 for 60 months, your monthly payment would be approximately \$510.00 plus any applicable state and federal tax. The monthly finance payment is an approximation and will be finalized between you and the Lender.

Financing is subject to the borrower's qualifications, including income, property evaluation, sufficient equity and final credit approval. Approvals are subject to underwriting guidelines, interest rates, and program guidelines. Loans are subject to change without notice based upon eligibility and market conditions. This is not a commitment to make a loan as financing options are subject to credit checks and approval.

This program is offered and provided through third-party financial organizations and are dependent upon those entitles' rules, regulations, and restrictions.

If the maintenance agreement is cancelled for any reason prior to the 60-month term, all remaining balances become due immediately.

Your sales representative will be happy to facilitate the process moving forward if you are interested in our financing option. The finance credit approval form can be found attached to this document.



The attached terms and conditions are incorporated herein by reference.

Acceptance by you as owner's agent or authorized representative and subsequent approval by our authorized representative will be required to validate this agreement.

Proposed:	Accepted:
By: Joanne Harrison	Ву:
For: Schindler Elevator Corporation	For: Benchmark Construction
Title: Sales Representative	Title:
Date: 3/13/2023	Date:
Approved:	
By: Vincent Heeney	
Title:	
Date:	



TERMS AND CONDITIONS

TERMS AND CONDITIONS

1. Any changes to the building to meet local or state codes are to be made by Purchaser. Any changes in the Work required due to building conditions discovered in the performance of the Work will be paid by Purchaser.

2. No work, service materiate or equipment other than as specified themselved and the performance of the Work will be paid by Purchaser.

3. Purchaser rotains its normal responsible of the Work of the Price of this Agreement.

4. Indirect, consequential or liquidated damages.

5. Any cutting and patching is by others and not included in this work.

6. Neither party shall be responsible for any loss, damage, detention or delay caused by labor trouble or disputes, etakes, lockouts, fire, explosion, theft, lightning, wind storm, earthquake, floods, epidemics, pandemics, storms, riot, civil commotion, malicious mischief, embargoes, shortages of materials or workmen, unavailability of material from usual sources, government priorities or requeste or demands of the National Defense Program, civil or military authority, war, insurrection, failure to act on the part of either party's suppliers or subcontractions, of the military authority, war, insurrection, failure to act on the part of either party's suppliers or subcontractions, of the work shall be extended by such delay.

7. We warrant that the work will comply with the specifications and that there will be no defects in materials or workmanship for one year after completion of the work or acceptance thereof by beneficial use, whichever is satiller. Our duty under this werranty is to correct nonconformance or defect at our expresse within a reasonable time after the receipt of notice. THE EXPRESS WARRANTIES CONTAINED HEREIN ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES of MERCHANTAINBUTY or FITNESS FOR APARTICULAR PURPOSE.

8. Purchaser's remedies hereunder are exclusive.

9. For non-maintenance contract customers, Customer hereby agrees, without limitation, to defend, indemnify, release and



March 23, 2023

Catoria P. Martin City Attorney City of Jackson, MS Post Office Box 2779 Jackson, MS 39207

Thalia Mara – Pressure Clean Public Walks, Clean City Gutters

Please find attached a proposal from Priority Exterior Cleaning in the amount of \$2,100.00. I have reviewed the proposal and recommend it be accepted.

Please let me know if you have any questions.

David Marsh, President

2 Manh

1867 Crane Ridge Dr., Suite 200-A, Jackson, MS 39216 • P.O. Box 31177 Jackson, MS 39286-1177 one 601-362-6110 • Fax 601-362-9812 • www.bench arkms.com

MINUTE BOOK 6X

Estimate #EST-01520 3/22/23, 3:20 PM



Priority Exterior Cleaning, LLC (601) 966-0731

Estimate# EST-01520



Flowood, MS, 39232

Phone: (601) 966-0731

Email: Sales@Priorityexteriorcleaning.com

ESTIMATE # EST-01620

FROM: Estimale Date: Mar 22, 2023
Priority Exterior Cleaning, LLC Expiry Date: Apr 19, 2023
309 Royal Pond Circle

Apr 19, 2023 Accept

 TO:
 JOB LOCATION:

 David Marsh
 David Marsh

 Thelia Mara Hall
 Thalia Mara Hall

 Jackson, MS, 39201
 Jackson, MS, 39201

 Phone: (601) 454:5622
 Phone: (601) 454:5622

Decline

\$2,100.00

JOB:

Services Total

1 Sidewalk (near streets) \$1,500.00

Pre-treat all concrete surfaces to be cleaned with our cleaning solution. This will help kill any mold, mildew, or algae, and will also bring dirt and soil to the surface which will aid in helping the cleaning process.

Surface clean concrete surface with our hot water machines to effectively remove mold, mildew, algae, and dirt from the surfaces

Post treatment- we will then apply our concrete brightening solution which will soak into the porous surfaces in the concrete and kill off any remaining mold, mildew, and algae, and will give the concrete a brighter finish.

2 Leaf bag and remove \$600.00

Subtotal \$2,100.00

Grand Total (\$) \$2,100.00

Page 1 of 2



March 23, 2023

Catoria P. Martin City Attorney City of Jackson, MS Post Office Box 2779 Jackson, MS 39207

Thalia Mara - Awning - Revised

Please find attached a proposal from French Awning in the amount of \$28,462.50. I have reviewed the proposal and recommend it be accepted.

Please let me know if you have any questions.

Ridwash David Marsh, President

1867 Crane Ridge Dr., Suite 200-A, Jackson, MS 39216 • P.O. Box 31177 Jackson, MS 39286-1177 Phone 601-362-6110 • Fax 601-362-9812 • www.benchmarkms.com

Proposal FRENCH AWNING & SCREEN CO. Inc. Mississippi's Oldest... There's got to be a reason why!!! 4514 S. McRawen Road Jackson, Ms. 39204 4510.022.1122 Ferr. 601.922.9671

Proposal Submitted To: Benchmark Constru	ection	Date:	03-21-23
1867 Crane Ridge Drive Ste 200-A	Jackson CITY	MS	39216 ZIP CODE
Contact: David Marsh Day Phone 601-36	62-6110 Cell Phone 601-941-	7250 E-Mail dmarsh@her	chmarkanscon
Fax Job Name Thalla N	dera Hell Job Location	255 B Pascagonia St Jackson,	MS 39201
We hereby submit SPECIFICATIONS and ESTI		****	********
ESCRIPTION:			
One (1) 11' x 93' Aluminum Wall	kway Cover		
Extruded Gutter Roll form Flat Pans			
3" Extruded Aluminum Post			
Color - Bronze			
Custom Made & Installed			
ime: Based on production schedule. Installa rench Awning & Screen Company excludes	Holidays and Week-Ends	& Rain Days on approxi	mate install date.
rench Awning & Screen Company excludes I material or products are guaranteed to be as specified. A fun costs will be executed upon written orders, and will be	Holidays and Weck-Ends all work to be completed in a work come an extra charge over and ab- cedures, insurance and insta	& Rain Days on approxi- man like manner according to star ove the estimates. All agreements litation. Customer will be re	mate install date. dard practices and specifications listed above. contingent upon strikes, accidents or delays bey esponsible for any permits if needed.
rench Awning & Screen Company excludes I material or products are guaranteed to be as specified. A tra costs will be executed upon written orders, and will be r control. Price based on standard company proc	Holidays and Weck-Ends all work to be completed in a work come an extra charge over and ab- cedures, insurance and insta	& Rain Days on approxi- man like manner according to star ove the estimates. All agreements litation. Customer will be re	mate install date. dard practices and specifications listed above. contingent upon strikes, accidents or delays bey esponsible for any permits if needed.
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March 27, 2023

Catorla P. Martin City Attorney City of Jackson, MS Post Office Box 2779 Jackson, MS 39207

Arts Center – Removal of Center Rail

Please find attached a proposal from Industrial Services Company in the amount of \$1,940.00. I have reviewed the proposal and recommend it be accepted.

Please let me know if you have any questions.

Sincerely,

fra Manh

David Marsh, President

1867 Crane Ridge Dr., Sulte 200-A, Jackson, MS 39216 • P.O. Box 31177 Jackson, MS 39286-1177
Phone 601-362-6110 • Fax 601-362-9812 • www.benchmerkms.com

INDUSTRIAL SERVICES COMPANY

P.O. BOX 3426 JACKSON, MS. 39207

March 27, 2023

Benchmark Construction 1867 Crane Ridge Dr Suite 200-A Jackson, MS. 39216

RE: Arts Center of Mississippi 201 E. Pascagoula St Jackson, MS. 39201

Provide labor to remove center section of handrails to finished floor elevation of each stair tread at above referenced job

Job to consist of the following:

- 1. Weekend or off- shift hours
- Weekelid of oil slink hours
 Handrail sections will be removed with abrasive cut-off wheels and pickets removed to top of existing concrete on each stringer
 Removal and disposal of all handrail items from job site

Price excludes the following:

- Retainage
 Repair of concrete treads

Add Alternate Price: \$ 1,940.00

Thank You Fred Shaw



March 28, 2023

Catoria P. Martin City Attorney City of Jackson, MS Post Office Box 2779 Jackson, MS 39207

Re: Thalla Mara – Interior Paint

Dear Ms. Martin:

Please find attached a proposal from Elite Paint, LLC in the amount of \$96,400.00. I have reviewed the proposal and recommend it be accepted.

Please let me know if you have any questions.

Sincerely

RoMach David Marsh, President

epted by:

1867 Crene Ridge Dr., Suite 200-A, Jackson, MS 39216 • P.O. Box 31177 Jackson, MS 39286-1177 Phone 601-362-6110 • Fex 601-362-9812 • www.benchmarkms.com



ELITE PAINT LLC 156 Greenfield Ridge Dr. Brandon, Ms, 39042 josef@elitepaintllc.com Cell 601-717-2976

TO: BENCHMARK CONSTRUCTION

1867 Crane Ridge Drive Suite 200-A Jackson, MS 39216

Project: Interior / Thalia Mara Hall Address: 255 E Pascagoula St. Jackson, MS 39201

touch ups walls,

touch ups doors frame

Metal doors Painted

Stage floor painted

high walls Painted

Total Estimate \$ 96,400

Estimate #024 Date

Mar/28/23

Respectfully, Jose Fonseca



March 31, 2023

Catoria P. Martin City Attorney City of Jackson, MS Post Office Box 2779 Jackson, MS 39207

Re: Thalia Mara – Trench Grate for Landing

Dear Ms. Martin:

Please find attached a proposal from Larry Reeves Contracting in the amount of \$3,300.00. I have reviewed the proposal and recommend it be accepted.

Please let me know if you have any questions.

fremuch David Marsh.

President

-

Accepted by:

1867 Crane Ridge Dr., Suite 200-A, Jackson, MS 39216 • P.O. Box 31177 Jackson, MS 39286-1177 Phone 601-362-6110 • Fax 601-362-9812 • www.benchmerkms.com

Proposal
LARRY C. REEVES, CONTRACTING P.O. BOX 97223 PEARL, MS 39288 PHONE-(601)932-5549 FAX-(601)932-5528 Proposal No.: 2 Date: 3-30-2023
C BENCHMENT CONSTRUTION L CONSTRUTION MANAGER E THATION MARA HAII T THEK SON, MS. Job Name: Start Date: Job Location: 2 St E PA SC A GOULA ST DECK SON, MS. Job Phone:
WE PROPOSE TO:
TREACH ORION MATERIAL 41350.
Addison of Labur now Concentra # 1750
Additional information pertaining to this Proposal
Any alteration or deviation from above specifications involving extra corts will be executed only upon written order and will become an extra charge over and above the entimate, All extrement contingent upon strikes, accidents, or delays bayond our control. Charge is \$100 per hour plus materials. Authorized Signature C Lacute Authorized Signature
ACCEPTANCE OF PROPOSAL
Conditions Of Proposal The above prices, specifications and conditions are suttisfactory and are bereby accepted. You are authorized to do the work as specified.

CLIENT COPY--FOR CLIENTS RECORDS



April 3, 2023

Catoria P. Martin City Attorney City of Jackson, MS Post Office Box 2779 Jackson, MS 39207

Thalia Mara – Electrical Work

Dear Ms. Martin:

Please find attached a proposal from Adco Electric in the amount of \$288,990.00. I have reviewed the proposal and recommend it be accepted.

Please let me know if you have any questions.

Sincerely,

R& Manh David Marsh, President

ige Dr., Suite 200-A, Jackson, MS 39216 • P.O. Box 31177 Jackson, MS 39286-1177 Phone 601-362-6110 • Fax 601-362-9812 • www.benchmarkms.com

ADCO ELECTRIC INC.



199,670 + 89,320 \$ 288,990

2236 MADDOX ROAD P.O. BOX JACKSON, MISSISSIPPI 39282-(601) 922-3576 FAX (601) 922-

April 3, 2023

David Marsh Benchmark Construction 1867 Crane Ridge Drive Suite 200A Jackson, MS

Re: Thalia Mara Hall Exterior Lighting Repair **REV01**

We propose to furnish all labor and materials for the electrical construction of the above referenced project in accordance with the scope of work described below.

Our price is:

Base Bid

\$ 201,470

**Deduct front Lettering Light (Deduct) (\$ -1,800)

**Allowance for (10) West Canopy lights currently included in Base Bid above: \$ 3,850

Generally, our work will include repairs and necessary re-lamping of the exterior fixtures. Also included are the replacement of some fixtures and additional fixtures as noted.

The following are included in our base bid price:

- Fixture lamp replacement upper (52) and lower (44) exterior balcony

- Existing exterior step light (14) repair or replace
 Relocated and extend circuit for (3) new flag pole lights
 Replace Statue Light (2) with new color controlled lights
 Power connection and installation to (6) fountain pumps and light kits, (3) in each fountain (fountain kits/pumps by other)
- Replace lower west side canopy lights with (10) new surfaced mounted LED
 Replace (6) upper west side walkway lights (to Arts Center) (See breakout above)
 Replace (4) NW entry canopy lights

Page 2

(Inclusions cont.)

- · Add light and circuit for sign at front of east fountain (See Deduct above)
- Add (6) new wall light for disabled walkway on east side
- Replace missing device cover plates
- Includes MPC # and 3.5% tax
- Cleanup of electrical debris only, to Owner provided dumpster

We specifically exclude the following:

- Fountain Pump and Light Kit or weight/anchoring
- Landscape or grass repairs
- Painting and patching
- · Sealing of rooftop penetrations (If needed)

This proposal is based on the execution of an AIA or other mutually acceptable subcontract. Due to the escalation of raw materials this quote is valid for 15 days.

The opportunity to quote you on this work is appreciated and we look forward to a favorable response. Please let us know if you have any questions or if further information is needed.

Sincerely,

Andy Hardin, Vice President

TMHexterior03.doc

ADCO ELECTRIC INC. CONTRACTORS ENGINEERS



2236 MADDOX ROAD P.O. BOX 7395 JACKSON, MISSISSIPPI 39282-7395 (601) 922-3575 FAX (601) 922-9705

March 28, 2023

David Marsh Benchmark Construction 1867 Crane Ridge Drive Suite 200A Jackson, MS

Re: Thalia Mara Hall Interior Lighting Repairs

Dear David

We propose to furnish all labor and materials for the electrical construction of the above referenced project in accordance with the scope of work described below.

Our price is:

Base Bid

\$ 89,320

Generally, our work will include repairs and necessary re-lamping of the interior fixtures. Also included are the replacement of some fixtures and additional fixtures as noted. This work will include the following:

- Fixture replacement in dressing rooms with flat panel 2x4 troffers
- · Repair of fixtures at rear and sides of stage
- · Lamp replacement in recessed fixtures and porcelain lamp holders as needed
- Adjust and repair recessed fixtures over control area
- · Extend cove lighting at second floor lobby area
- Foyer fixture repair
- · Escalator wall scone fixture repair
- · Repair of auditorium fixtures
- Repair of aisle lighting (chair lights)
- Repair of step lights and replacement of missing louvers at second floor
- Replace (4) existing fluorescent fixtures with new down lights at lower level alcoves
- Replace missing device covers
- Includes MPC# and 3.5% tax
- Cleanup of electrical debris only, to GC furnished dumpster

Page 2

We specifically exclude the following:

- · Any fire alarm work
- · Theatrical lighting repair
- Drywall repair at can lights above control area
- · Painting and patching of any material from new installation
- Fixture repair or replacement in storage areas (currently locked)
- · Performance and Payment bond

This proposal is based on the execution of an AIA or other mutually acceptable subcontract. Due to the escalation of raw materials this quote is valid for 15 days.

The opportunity to quote you on this work is appreciated and we look forward to a favorable response. Please let us know if you have any questions or if further information is needed.

Sincerely,

W. W. Adams Jr. P.E. President

TMHinterior01.doc

Vice President Lee moved adoption; Council Member Lindsay seconded.

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

Nays – None.

Absent – Stokes.

* * * * * * * * * * * * * *

ORDER RATIFYING CONTRACT FOR THE PURCHASE OF A 2019 VACTOR 2115i POSITIVE DISPLACEMENT MODEL COMBO VACUUM JET TRUCK FOR THE SEWER MAINTENANCE DIVISION OF THE DEPARTMENT OF PUBLIC WORKS.

WHEREAS, the Sewer Maintenance Division of the Department of Public Works is responsible for implementing the Sewer Overflow Response Plan (SORP) required under the City's 2013 Clean Water Act Consent Decree; and

WHEREAS, combo vacuum jet trucks are required by the Sewer Maintenance Division to assist in implementing the SORP by addressing sanitary sewer overflows (SSOs) that happen in the wastewater collection system as a result of the accumulation of fats, oils, and grease, debris from pipe collapses, tree roots, and other materials that can clog sewer lines; and

WHEREAS, the combo vacuum jet trucks currently available to the Sewer Maintenance Department are at least ten-years old and in constant need of repair to return them to service; and

WHEREAS, as a result there are frequent occasions when the City is without a combo vacuum jet truck to respond to SSOs; and

WHEREAS, the Department of Public Works recently identified a used truck, model year 2019 Vactor 2115i positive displacement model combo vacuum jet truck for sale by Sansom Equipment Company; and

WHEREAS, purchasing a used truck is more advantageous to the City because it will be available almost immediately rather than the significant wait of twelve to eighteen months for a new truck; and

WHEREAS, the Mayor, on behalf of the City, has signed a Sales Contract to purchase the used combo vacuum jet truck from Sansom Equipment Company for \$377,000.00; and

WHEREAS, pursuant to Miss. Code Ann. § 31-7-13(k), due to issues with the City's existing combo vacuum jet trucks and the need to respond in a timely manner to SSOs to mitigate hazards to human health and the environment, the City of Jackson invoked the emergency

procurement procedure to purchase a reliable, used combo vacuum jet truck, a copy of which is attached hereto; and

WHEREAS, pursuant to the emergency procurement process, the Mayor has signed the Sales Contract with Sansom Equipment Company to purchase a used 2019 Vactor 2115i positive displacement model combo vacuum jet truck, a copy of which Sales Contract is attached hereto; and

WHEREAS, the Sewer Maintenance Division of the Department of Public Works asks that this Council ratify the Sales Contract consistent with Miss. Code Ann. § 31-7-13(k).

IT IS, THEREFORE, ORDERED that the Sales Contract with Sansom Equipment Company to purchase a used 2019 Vactor 2115i positive displacement model combo vacuum jet truck is hereby ratify.

Council Member Lindsay moved adoption; Council Member Hartley seconded.

President Foote recognized Robert Lee, Interim Director of Public Works, who provided a brief overview of said item.

Thereafter, **President Foote**, called for a vote of said item:

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

Nays – None.

Absent – Stokes.

* * * * * * * * * * * * * *

ORDER APPROVING CLAIMS NUMBER 28664 to 28731 APPEARING AT PAGES 363 TO 393 INCLUSIVE THEREON, ON MUNICIPAL "DOCKET OF CLAIMS", IN THE AMOUNT OF \$14,688,782.35 AND MAKING APPROPRIATIONS FOR THE PAYMENT THEREOF.

IT IS HEREBY ORDERED that claims numbered 28664 to 28731 appearing at pages 363 to 393, inclusive thereon in the Municipal "Docket of Claims", in the aggregate amount of \$14,688,782.35 are hereby approved for payment and said amount is expressly appropriated for the immediate payment thereof.

IT IS FURTHER ORDERED that there is appropriated from the various funds the sums necessary to be transferred to other funds for the purpose of paying the claims as follows:

TO ACCOUNTS PAYABLE

FROM:	FUND
GENERAL FUND	1,403,111.02
TECHNOLOGY FUND	105,902.97
PARKS & RECR. FUND	75,513.97
BUSINESS IMPROV FUND (LANDSCP)	22,400.48
LANDFILL/SANITATION FUND	818,679.48
STATE TORT CLAIMS FUND	24,368.96
WATER/SEWER REVENUE FUND	5,975.34
WATER/SEWER OP & MAINT FUND	8,340,447.58
WATER/SEWER CAPITAL IMPR FUND	268,188.00
DISABILITY RELIEF FUND	420,527.68
EMPLOYEES GROUP INSURANCE FUND	98,334.76
KELLOGG FOUNDATION PROJECT	18,510.00
HOUSING COM DEV ACT (CDBG) FD	94,722.11

2.545.01
2,747.01
26,048.84
57,020.00
10,252.16
143,437.01
78,020.00
29,360.00
23,759.88
225,475.87
589.25
720.00
525,906.26
9,100.00
733,002.21
9,208.76
40,294.08
6,794.68
477,725.00
162,250.66
17,400.00
3,540.00
800.00
81,007.65
198,334.78
126,290.36
515.54

TOTAL <u>\$14,688,782.35</u>

Vice I	President	Lee moved	l adoption;	Council	Member	Lindsay	seconded.
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President Foote recognized **Catoria Martin, City Attorney,** who provided a brief overview of said item.

President Foote recognized **Fidelis Malembeka**, **Chief Financial Officer**, who provided a brief overview of the larger claims.

Thereafter, **President Foote**, called for a vote of said item:

Yeas – Foote, Grizzell, Lee and Lindsay.

Nays – Banks and Hartley.

Absent – Stokes.

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ORDER APPROVING GROSS PAYROLL INCLUDING PAYROLL DEDUCTION CLAIMS NUMBERED 28664 TO 28731 AND MAKING APPROPRIATION FOR THE PAYMENT THEREOF.

IT IS HEREBY ORDERED that payroll deduction claims numbered 28664 to 28731 inclusive therein, in the Municipal "Docket of Claims", in the aggregate amount of \$99,484.72 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:

	TO	TO
FROM:	ACCOUNTS PAYABLE	PAYROLL
	FUND	FUND
GENERAL FUND		2,272,281.42
PARKS & RECR FUND		103,610.00
LANDFILL FUND		15,808.28
SENIOR AIDES		3,427.45
WATER/SEWER OPER & MAINT		198,273.67
PAYROLL	99,484.72	
HOUSING COMM DEV		8,218.37
TITLE III AGING PROGRAMS		5,992.56
TRANSPORTATION FUND		18,433.75
PEG ACCESS-PROGRAMMING FUND		5,480.09
2020 SAKI GRAND DOJ		7,405.71
ZOOLOGICAL PARK		29,003.11
AMERICAN RESCUE PLAN ACT 2021		10,427.45

TOTAL \$2,678,361.86

Council Member Banks moved adoption; Vice President Lee seconded.

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

Nays – None.

Absent – Stokes.

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ORDER AMENDING THE FEBRUARY 13, 2023 CLAIMS DOCKET TO CORRECT THE AMOUNT OF THE 2013 GENERAL OBLIGATION INTEREST BOND PAYMENT TO US BANK IN THE AMOUNT OF \$1,094,843.75.

WHEREAS, on February 14,2023, the governing authorities for the City of Jackson approved a payment om the claims docket to U.S. bank for the 20136 general bond interest in the amount of \$109,943.75: and

WHEREAS, it was later determined that someone inadvertently entered the interest payment as \$109,942.75 and the actual owed to U.S. Bank for the general bond interest was \$1,094,843.75; and

WHEREAS, on March 1, 2023, the governing authorities for the City of Jackson approved an Order authorizing the payment of the 2013 general obligation bond payment to U.S. bank in the amount of \$985,000; and

WHEREAS, Section 21-39-7 of the Mississippi Code Annotated, as amended, requires municipalities to keep a formal claims docket and municipal expenditures to be proceeded and approved by way of a claims docket; and

WHEREAS, the Department of Finance recommends that the governing authorities of the City of Jackson approves the attached claims docket to comply with the mandates of Section 21-39-7.

IT IS, THEREFORE, ORDERED that the Claims Docket for February 14, 2023 be amended from \$14,650,666.47 to reflect the additional \$985,000.00 payment to U.S. bank for a total amount of \$15,635,666.47.

Council Member Grizzell moved adoption; Vice President Lee seconded.

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

Absent – Stokes.

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ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH PROUDCITY FOR WEBSITE AND HOSTING ANNUAL MAINTENANCE SERVICES.

WHEREAS, the City of Jackson previously contracted with ProudCity, a web platform, that provides the City with the ability to manage digital services through a subscription for website, hosting and other associated products and services; and

WHEREAS, the ProudCity platform provides support for the website and allows administrators to manage critical aspects of the City's online presence; and

WHEREAS, the prior maintenance agreement for ProudCity services expires on May 11, 2023 and a renewal is necessary to continue uninterrupted access to the City's website; and

WHEREAS, ProudCity is the sole provider of the ProudCity website services and the associated product and service package; and

WHEREAS, the City of Jackson will revise the agreement to remove the "automatic renewal" provision which requires the City to provide notice of cancellation to avoid an automatic renewal; and

WHEREAS, it is in the best interest of the City of Jackson that the maintenance and website needs for the City of Jackson continue through a renewed service agreement with ProudCity for one year.

IT IS, THEREFORE, ORDERED that the Mayor be authorized to execute an agreement with ProudCity for the purchase of a maintenance agreement for website services and hosting at a total cost of \$20,822.00 for one year.

Vice President Lee moved adoption; Council Member Lindsay seconded.

Yeas - Banks, Foote, Grizzell, Hartley, Lee and Lindsay.

Nays – None.

Absent – Stokes.

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ORDER AMENDING THE CHIEF ADMINISTRATIVE OFFICE'S FISCAL YEAR 2022-2023 BUDGET.

WHEREAS, the Chief Administrative Office's Fiscal Year 2022-2023 budget needs to be amended for category changes necessary for the procuring of a ViewBoard to replace the one that is inoperable; and

WHEREAS, there are monies available in the "Other Services and Charges" category which have not been expended which may be used for the funding of a ViewBoard if the Chief Administrative Office's Fiscal Year 2022-2023 Budget is amended; and

WHEREAS, the Chief Administrative Office is seeking City Council approval for an intradepartmental transfer of Three Thousand Five Hundred Dollars (\$3,500.00) from the "Other Services and Charges" category to the "Supplies and Materials" category, both categories being contained within the Chief Administrative Office's Fiscal Year 2022-2023 Budget; 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 Chief Administrative Office represents that the Three Thousand Five Hundred Dollars (\$3,500.00) currently located in the "Other Services and Charges" category is not needed or expected to be needed for the purpose(s) for which it was originally appropriated in the Chief Administrative Office's Fiscal Year 2022-2023 Budget; and

WHEREAS, this intradepartmental transfer of Three Thousand Five Hundred Dollars (\$3,500.00) 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 Chief Administrative Office's Fiscal Year 2022-2023 Budget and this amendment/revision does not exceed ten percent (10%) of the total budget amount appropriated to the Chief Administrative Office's Fiscal Year 2022-2023 Budget; and

WHEREAS, the Chief Administrative Office desires the Chief Administrative Office's Fiscal Year 2022-2023 Budget be amended by the following entries:

Fund Account	<u>Debit</u>	<u>Credit</u>
001-401.98-6242	\$ 3,500.00	
001-401.98-6419		\$ 3,500.00

IT IS THEREFORE ORDERED, that the Chief Administrative Office's Fiscal Year 2022-2023 Budget be amended by the following entries:

Fund Account	Debit	Credit
001-401.98-6242	\$ 3,500.00	
001-401.98-6419		\$ 3,500.00

Vice President Lee moved adoption; Council Member Grizzell seconded.

ORDER AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT FROM SOUTHERN ACTUARIAL SERVICES CO TO COMPLETE THE GASB 75 REPORT FOR THE SELF FUNDED HEALTH PLAN FOR THE CITY OF JACKSON MISSISSIPPI FOR THE FISCAL YEARS COMMENCING OCTOBER 1, 2020 THROUGH SEPTEMBER 30, 2021 AND OCTOBER 1, 2021 THROUGH SEPTEMBER 30, 2022.

WHEREAS, the Governmental Accounting and Standards Board has established certain reporting requirements for state and local governments, which provide other post- employment benefits (OPEB) to employees; and

WHEREAS, one requirement established is the completion of a GASB 75 statement or report; and

WHEREAS, the GASB 75 statement establishes standards for recognizing and measuring liabilities, deferred outflow of resources, deferred inflow of resources, and expenses and expenditures; and

WHEREAS, for defined benefit OPEB, the GASB 75 identifies the methods and assumptions that are required to be used to project benefit payments, discount projected benefit payments to their actuarial present value and attribute that present value to periods of the employee's services; and

WHEREAS, the City of Jackson has need for the preparation of a GASB75 report for the fiscal years October 1, 2020 through September 30, 2021 and October 1, 2021 through September 30, 2022; and

WHEREAS, the preparation of a GASB 75 constitutes a professional service which is not subject to the competitive procurement requires of the State of Mississippi's public purchasing laws; and

WHEREAS, Southern Actuarial Services Company, Inc. is a Georgia domestic corporation incorporated on July 14, 1998 and is located at 68 Jopena Boulevard, Hoschton, GA; and

WHEREAS, the agent for service of process for Southern Actuarial Services Company, Inc., is Richard Andre of 3625 Cumberland Boulevard, Ste 980, Atlanta GA 30339; and

WHEREAS, Southern Actuarial Services Company, Inc., is qualified and capable of providing the City with the GASB 75 reports which the City needs; and

WHEREAS, Southern Actuarial Services Company, Inc., has advised the Department of Human Resources that it will provide the services needed for the GASB 75 report at a cost of \$10,500 for each of the fiscal years stated; and

WHEREAS, the best interest of the City would be served by contracting with Southern Actuarial Services Company, Inc. to complete a GASB 75 report for the fiscal year periods October 1, 2020-September 30, 2021 and October 1, 2021 through September 30, 2022; and

WHEREAS, Southern Actuarial Services Company, Inc., has agreed to provide the report to the City of Jackson on or before June 1, 2023; and

WHEREAS, Southern Actuarial Services Company, Inc., may assign the performances under the contract with the written consent of the City; and

WHEREAS, Southern Actuarial Services Company, Inc., will indemnify and hold the City harmless for losses arising out fraud or dishonesty, the failure to faithfully perform duties, and mistakes, errors, and omissions arising out of its performance; and

WHEREAS, the agreement will be effective through Southern Actuarial Services Company, Inc. submitting the GASB 75 reports and payment being tendered.

IT IS HEREBY ORDERED that the Mayor is authorized to execute a contract with Southern Actuarial Services to prepare a GASB 75 report for the fiscal years commencing October 1, 2020 through September 30, 2021 and October 1, 2021 through September 30, 2022.

IT IS HEREBY ORDERED that the sum of \$10,500.00 shall be paid for each fiscal year GASB 75 report received from Southern Actuarial Services Company, Inc.

Council Member Banks moved adoption; Council Member Lindsay seconded.

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

Nays – None.

Absent – Stokes.

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ORDER AUTHORIZING THE CITY OF JACKSON FIRE DEPARTMENT TO ENTER INTO A "MEMORANDUM OF UNDERSTANDING" WITH THE MISSISSIPPI DEPARTMENT OF MENTAL HEALTH BUREAU OF BEHAVIORAL HEALTH SERVICES TO PROVIDE THE CITY OF JACKSON FIRE DEPARTMENT DOSES OF NARCAN NASAL SPRAY (GENERIC NAME NALOXONE).

WHEREAS, NARCAN Nasal Spray is a safe and effective medication that reverses an opioid overdose; and

WHEREAS, the City of Jackson Fire Department is equipped with eligible personnel to administer NARCAN Nasal Spray; and

WHEREAS, each City of Jackson Fire Department Firefighting Apparatus that is equipped with a medical bag will be able to safely and properly store and transport NARCAN Nasal Spray; and

WHEREAS, the purpose of this "Memorandum of Understanding" is to specify the obligations of the Mississippi Department of Mental Health Bureau of Behavioral Health Services and the City of Jackson Fire Department regarding the delivery, training, storage, deployment, and reporting of NARCAN Nasal Spray; and

WHEREAS, pursuant to this "Memorandum of Understanding," the Mississippi Department of Mental Health Bureau of Behavioral Health Services shall: deliver doses of NARCAN Nasal Spray to the City of Jackson Fire Department; provide an inventory tracking system form ("Monthly NARCAN Reporting Form") to the City of Jackson Fire Department; and shall provide online or in-person training to specified personnel as determined by the City of Jackson Fire Department on the proper administration and storage of NARCAN Nasal Spray, either prior to or at the time of delivery of said medication; and

WHEREAS, pursuant to this "Memorandum of Understanding," the City of Jackson Fire Department shall: attest to the training of its personnel prior to their possession of NARCAN Nasal Spray; monitor Department personnel in possession of NARCAN Nasal Spray for adherence to the proper safeguarding and storage of said medication; designate an individual as the point of contact for the purpose of completing and delivering the "Monthly NARCAN Reporting Form" via email to the Mississippi Department of Mental Health Bureau of Behavioral Health Services by the 10th business day of each month; and redistribute NARCAN Nasal Spray among Department personnel as necessary to ensure that first-in-first-out inventory management is followed to reduce inventory loss due to product expiration; and

WHEREAS, the City of Jackson Fire Department has designated a point of contact to complete and deliver the "Monthly NARCAN Reporting Form;" and

WHEREAS, the term of this "Memorandum of Understanding" shall be the lesser of two (2) years from the date of execution or until NARCAN Nasal Spray inventory is depleted; and

WHEREAS, the Mississippi Department of Mental Health Bureau of Behavioral Services has assigned the Bureau of Alcohol and Drug Services the right to terminate this "Memorandum of Understanding" and demand return of all remaining NARCAN Nasal Spray doses if the "Monthly NARCAN Reporting Form" becomes more than ninety (90) days delinquent.

IT IS THEREBY ORDERED that the Mayor be authorized to execute this "Memorandum of Understanding" between the Mississippi Department of Mental Health Bureau of Behavioral Health Services and the City of Jackson Fire Department to provide the City of Jackson Fire Department doses of NARCAN Nasal Spray.

Jackson Fire Department doses of NARCAN Nasal Spray.
Council Member Banks moved adoption; Council Member Hartley seconded.
President Foote recognized Willie Owens, Fire Department Chief, who provided a brie overview of said item.
Thereafter, President Foote , called for a vote of said item:
Yeas – Banks, Foote, Grizzell, Hartley, Lee and Lindsay.

* * * * * * * * * * * * * *

Absent – Stokes.

MINUTE BOOK 6X

ORDER AUTHORIZING THE MAYOR TO AMEND TWO ANTENNA SITE LICENSE AGREEMENTS WITH NEW CINGULAR WIRELESS PCS, LLC TO MODIFY EQUIPMENT AND INCREASE LICENSEE FEES AT TWO TOWER SITES WITHIN THE CITY OF JACKSON.

WHEREAS, Mississippi Code of 1972, Annotated, Section 21-17-5(1) vests the care, management, and control of the municipal affairs and its property and finances with the governing authorities; and

WHEREAS, Mississippi Code of 1972, Annotated, Section 21-17-5(1) authorizes the governing authorities of the municipality to adopt an order concerning municipal affairs, property and finances with are not inconsistent with the Mississippi Constitution of 1890, the Mississippi Code of 1972, or any other statute or law of the State of Mississippi; and

WHEREAS, the Department of Information Technology, through the Telecommunications Division, needs to amend the Antenna Site License Agreements with New Cingular Wireless that will modify their equipment and increase the monthly license fees at the towers located at 235 Beasley Road and 2437 McFadden Road; and

WHEREAS, New Cingular Wireless, a Delaware limited liability company, having a mailing address of 1025 Lenox Park Blvd., NE 3rd Floor, Atlanta, GA 30319, has proposed the following provisions for the tower located at Site #5/FS#12 2437 McFadden Road:

- a) Commencing on the first (1st) day of the month following the installation of the Licensee's modified equipment, the monthly License Fee shall increase by One Hundred Sixty-Eight and 00/100th Dollars (\$168.00). The parties agree to acknowledge the License Fee Increase Commencement Date in writing.
- b) The parties agree that Licensee is authorized to modify is equipment described in Exhibit A-7 attached hereto and incorporated herein by reference.

WHEREAS, New Cingular Wireless, a Delaware limited liability company, having a mailing address of 1025 Lenox Park Blvd., NE 3rd Floor, Atlanta, GA 30319, has proposed the following provisions for the tower located at Site #25/235 Beasley Road:

- c) Commencing on the first (1st) day of the month following the installation of the Licensee's modified equipment, the monthly License Fee shall increase by Two Hundred Ten and No/100th Dollars (\$210.00). The parties agree to acknowledge the License Fee Increase Commencement Date in writing.
- d) The parties agree that Licensee is authorized to modify is equipment described in Exhibit D-5 attached hereto and incorporated herein by reference.

WHEREAS, all covenants, terms, and obligations of the agreements previously entered into between the parties are not modified by the proposed amendments and the terms and the provisions of the amendments shall control in the event of any inconsistency or discrepancy between the agreement and the amendments.

IT IS, THEREFORE, ORDERED that the Mayor shall be authorized to execute the Fifth Amendment to Antenna Site License Agreement for the property at Site #25 Tower, located at 235 Beasley Road Jackson, Hinds County, Mississippi, 39206.

IT IS, THEREFORE, ORDERED that the Mayor shall be authorized to execute the Seventh Amendment to Antenna Site License Agreement for the property at Site #5/FS#12 Tower, located at 2437 McFadden Road, Jackson, Hinds County, Mississippi, 39204.

IT IS FURTHER ORDERED that the Mayor may perform those actions necessary to effect the purpose of this Order with the exception of expending municipal funds without further approval of the Jackson City Order.

Council Member Banks moved adoption; Vice President Lee seconded.

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

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ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH THE GROVE PARK JUNIOR GOLF CLINIC, INC. FOR THE USE OF THE CITY-OWNED PETE BROWN GOLF FACILITY LOCATED AT 3200 WOODROW WILSON DRIVE.

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

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

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

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

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

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

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

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

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

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

WHEREAS, Grove Park will provide the City of Jackson with a Certificate of Liability Insurance naming the City of Jackson as a co-insured with combined limits of not less than one million dollars (\$1,000,000.00) for bodily injury and property damage; and

WHEREAS, Grove Park's use of the "Pete Brown Golf Facility" will be non-exclusive and for a limited period of time commencing June 01, 2023, and ending on July 14, 2023; and

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

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

IT IS, THEREFORE, ORDERED that the Mayor shall be authorized to execute an Agreement with Grove Park for the use of the "Pete Brown Golf Facility" putting greens and driving range on Monday through Friday between the hours of 8:00 a.m. to 11:30 a.m. for a limited period commencing on June 01, 2023, and ending on July 14, 2023.

Council Member Banks moved adoption; Council Member Hartley seconded.

President Foote recognized Ison Harris, Director of Parks and Recreation, who provided a brief overview of said item.

Thereafter, **President Foote**, called for a vote of said item:

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

Nays – None.

Absent – Stokes.

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ORDER AUTHORIZING THE MAYOR TO EXECUTE ONE (1) BUSINESS CLASS SERVICE ORDER AGREEMENT TO INSTALL COMCAST BUSINESS HIGH-SPEED INTERNET WITH WI-FI CAPABILITIES AND TV SERVICE AT THE CITY OF JACKSON ZOO, NECESSARY FOR THE OPERATION OF SECURITY CAMERAS AND THE OFFERING OF INFORMATIONAL VIDEO CLASSES IN THE EDUCATIONAL ROOM.

WHEREAS, Section 21-17-3 of the Mississippi Code vests the care, management, and control of municipal affairs and properties in the governing authorities of municipalities; and

WHEREAS, the City of Jackson has multiple parks managed by the Department of Parks and Recreation; and

WHEREAS, the safeguarding of patrons, City of Jackson employees, and municipal property is of paramount concern to the Department of Parks and Recreation; and

WHEREAS, the City of Jackson Zoo does not currently have operating security cameras; and

WHEREAS, the City of Jackson Zoo wishes to provide informational video classes in the Educational Room; and

WHEREAS, the installation of high-speed internet with Wi-Fi capabilities and TV service is recommended in order to facilitate the offering of informational video classes in the Educational Room and the installation and operation of security cameras; and

WHEREAS, the Department of Parks and Recreation had discussions with a representative of Comcast Business concerning the feasibility of installing high-speed internet with Wi-Fi capabilities and TV service at the City of Jackson Zoo; and

WHEREAS, Comcast Business submitted a proposal known as the "Data, SecurityEdge Package" which includes Business Internet Advanced and SecurityEdge at the rate of \$150.00 per month; and

WHEREAS, in addition to the "Data, SecurityEdge Package" monthly charge of \$150.00, there are additional monthly charges of: \$29.95 for five (5) static internet protocol (IP)

addresses, \$19.95 equipment fee, \$89.95 for standard TV service, and \$9.95 for equipment –TV box + remote (STB); and

WHEREAS, the total monthly charge is \$299.80; and

WHEREAS, in addition to the monthly charge shown directly above, there is a one-time professional installation charge of \$129.95; and

WHEREAS, the term of the "Business Class Service Order Agreement" will be for a period of twenty-four (24) months commencing after the proper installation and setup of the above-described Comcast Business equipment, internet services, and standard TV service; and

WHEREAS, in addition to the provisions listed above in this Order, the Agreement with Comcast Business also consists of a "Business Services Customer Terms and Conditions" and any jointly executed amendments entered under the Agreement; and

WHEREAS, the Office of the City Attorney retrieved the "Business Services Customer Terms and Conditions" located at https://business.com/cast.com/terms-conditions-smb and reviewed same; and

WHEREAS, the Office of the City Attorney recommends that the following provisions be deleted from the "Business Services Customer Terms and Conditions" because said provisions are either prohibited by the laws of the State of Mississippi or are not in the best interests of the City of Jackson: (a) Article 1A — Changes to the Agreement Terms; (b) Article 3, Provision 3.9; (c) Article 4, Provision 4.2; (d) Article 6, Provisions 6.1, 6.2, and 6.6; (e) Article 7, Provisions 7.1 and 7.2; and (f) Article 7A, all provisions; and

WHEREAS, the total cost of the installation, equipment, and services contained in the "Business Class Service Order Agreement" is as follows (Regulatory recovery fee and other applicable charges extra and subject to change:

Months 1 – 24			
	Qty.	Price	TOTAL
Data Package (Business Internet 300 Plus)	1	\$150.00	\$150.00
Business Internet - Static IP-5	1	\$29.95	\$29.95
Equipment Fee – Package Equipment Fee	1	\$19.95	\$19.95
TV Standard	1	\$89.95	\$89.95
Equipment – TV Box + remote (STB)	1	\$9.95	\$9.95
Sub-Total Equipment & Additional Services	\$	149.80	\$149.80
Total Monthly Service	\$299.80		

Non-Recurring Charges			
	Qty.	Price	
Professional Installation	1	\$129.95	
		Total Charges \$129.95	

WHEREAS, the best interests of the City of Jackson would be served by authorizing the Mayor to execute one (1) "Business Class Service Order Agreement" for the installation of high-speed internet with Wi-Fi capabilities and TV service furnished by Comcast Business at the City of Jackson Zoo; thus.

IT IS, THEREFORE ORDERED that a one-time professional installation fee of \$129.95 may be paid.

IT IS, THEREFORE, ORDERED that a monthly service charge of \$299.80 may be paid.

IT IS, THEREFORE ORDERED that the one-time professional installation fee combined with the twenty-four (24) monthly service charges shall not exceed \$7,350.00; and

IT IS THEREFORE ORDERED that the one-time professional installation fee and the twenty-four (24) monthly service charges are to be paid from account number 390-498.00-6419.

IT IS, THEREFORE, ORDERED that the "Business Services Customer Terms and Conditions" be amended to delete the following provisions as said provisions are either prohibited by the laws of the State of Mississippi or are not in the best interests of the City of Jackson: (a) Article 1A – Changes to the Agreement Terms; (b) Article 3, Provision 3.9; (c) Article 4, Provision 4.2; (d) Article 6, Provisions 6.1, 6.2, and 6.6; (e) Article 7, Provisions 7.1 and 7.2; and (f) Article 7A, all provisions; and

IT IS, THEREFORE, ORDERED that the Mayor shall be authorized to execute the "Business Class Service Order Agreement" for the installation of high-speed internet with Wi-Fi capabilities and TV service at the City of Jackson Zoo.

IT IS, THEREFORE, ORDERED that the Mayor shall be authorized to execute an Amendment to the "Business Services Customer Terms and Conditions" which confirms the deletion of the provisions listed in the above Order.

Council Member Hartley moved adoption; Vice President Lee seconded.

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

Nays – None.

Absent – Stokes.

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ORDER DECLARING PARCEL 189-29 SURPLUS PROPERTY AND AUTHORIZING THE MAYOR TO EXECUTE THE SALE CONTRACT, DEED OF CONVEYANCE, AND OTHER DOCUMENTS NECESSARY TO SELL SAID PROPERTY TO GENNIE JONES.

WHEREAS, the City of Jackson owns certain real property and any improvements thereon located at 400 E Silas Brown St., Jackson, MS 39201. The real property is that same property recorded in the Office of the Chancery Clerk of Hinds County in Book 1890 at Page 575 and more particularly described as follows:

BEG INT N/L SILAS BROWN ST & E/L S CONGRESS ST E 322 FT N 230 FT W 322 FT S 230.85 FT TO POB PT 5 AC LOT 6 S J

WHEREAS, the real property is designated as Parcel Number 189-29 in the Hinds County Landroll; and

WHEREAS, after being notified of the availability of City-owned surplus real property, no City departments expressed a municipal need for Parcel Number 189-29; and

WHEREAS, on July 21, 2022, the City of Jackson's Surplus Property Committee voted to recommend to the governing authorities that the above-referenced parcel be declared surplus property and sold by advertising for and accepting competitive bids as set forth in Mississippi Code Section 21-17-1(2)(a); and

WHEREAS, the Surplus Property Committee issued a notice of request for bids that was published for three consecutive weeks in the Mississippi Link on September 15, 2022, September 22, 2022, September 29, 2022; and

WHEREAS, the highest of two (2) bids submitted was from Gennie Jones in the amount of one hundred thousand (\$100,000.00) dollars; and

WHEREAS, based on the above, the Surplus Property Committee recommends that the governing authorities declare the property as surplus and authorize its sale to Gennie Jones pursuant to Section 21-17-1(2)(a).

IT IS HEREBY ORDERED that Parcel Number 189-29 located at 400 E Silas Brown is no longer needed for governmental or related purposes of the City and is declared to be surplus property.

IT IS FURTHER ORDERED that the Mayor shall be authorized to execute the sale contract, deed of conveyance, and any other documents necessary to sell Parcel Number 189-29 to Gennie Jones in the amount of one hundred thousand (\$100,000.00) dollars.

IT IS FURTHER ORDERED that consistent with the provisions of Mississippi Code Section 21-17-1(2)(a), the instrument conveying the property to Gennie Jones shall reserve all mineral rights, together with the right of ingress and egress for the removal of same.

Council Member Lindsay moved adoption; Council Member Banks seconded.

President Foote recognized Chloe Dotson, Director of Planning and Development, who provided a brief overview of said item.

Thereafter, **President Foote**, called for a vote of said item:

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

Nays – None.

Absent – Stokes.

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ORDER AUTHORIZING THE DEPARTMENT OF PLANNING AND DEVELOPMENT TO EXECUTE AND SUBMIT A CONGRESSIONALLY DIRECTED SPENDING GRANT APPLICATION FOR FIVE MILLION DOLLARS TO THE U.S. SENATE APPROPRIATIONS SUBCOMMITTEE ON TRANSPORTATION, HOUSING AND URBAN DEVELOPMENT (THUD) ON BEHALF OF THE JACKSON HINDS LIBRARY SYSTEM FOR THE PURCHASE, RELOCATION, AND RENOVATION OF A NEW EUDORA WELTY LIBRARY IN THE CITY OF JACKSON.

WHEREAS, under Mississippi Code Section 39-3-3, "the cost of purchasing land, erecting buildings and equipping and maintaining such public library or public library system shall be paid for in whole out of the general funds of the municipality; and

WHEREAS, the Jackson Hinds Library System seeks to submit a congressionally directed spending application at the invitation of U.S. Senator Cindy Hyde-Smith's Office to request funding to purchase and build a new Eudora Welty Library; and

WHEREAS, the Jackson Hinds Library system requests the Department of Planning and Development's assistance in preparing a competitive application by the March 23, 2023 deadline; and

WHEREAS, the Department of Planning and Development would apply for funds from the U.S. Senate Appropriations subcommittee on Transportation, Housing and Urban Development and any related federal agency for Fiscal Year 2024; and

WHEREAS, one of the funding goals of the subcommittee on Transportation, Housing and Urban Development is to support economic and community development activities, including land or site acquisition, demolition or rehabilitation of facilities, and construction of public facilities; and

WHEREAS, the Department of Planning and Development will submit a grant application to the subcommittee on Transportation, Housing and Urban Development and any related federal agencies for the purchase, relocation, renovation and buildout of a new Eudora Welty Library in the City of Jackson; and

WHEREAS, the Department of Planning and Development will request funds in the amount of \$5,000,000.00 in the grant application and the City of Jackson shall be the recipient of such funds.

IT IS, THEREFORE, ORDERED that the Department of Planning and Development will submit an application to the subcommittee on Transportation, Housing and Urban Development, and any related federal agencies for \$5,000,000.00 on behalf of the Jackson Hinds Library System for the purchase, relocation, renovation, and buildout of a new Eudora Welty Library in the City of Jackson.

IT IS FURTHER ORDERED that any funds received by the City from the grant application shall be used for the purchase, relocation, renovation, and buildout of a new Eudora Welty Library in the City of Jackson.

Council Member Lindsay moved adoption; Council Member Banks seconded.

ORDER AUTHORIZING THE MAYOR TO EXECUTE A 48-MONTH RENTAL AGREEMENT WITH THE ADVANTAGE BUSINESS SYSTEM FOR A KONICA MINOLTA BIZHUB C360I COPIER TO BE USED BY THE OFFICE OF ADMINISTRATION OF THE PLANNING AND DEVELOPMENT DEPARTMENT.

WHEREAS, the Office of Administration of the Planning and Development Department desires to enter into a 48-month rental agreement of a copier machine; and

WHEREAS, the Advantage Business Systems provides a Konica Minolta Bizhub C360i Copier through the State of Mississippi Contract 8200062059; and

WHEREAS, it is the recommendation of the Department of Planning and Development that this contract be approved.

IT IS, THEREFORE, ORDERED that the Mayor be authorized to execute the necessary documents with Advantage Business Systems providing for the 48-month rental of a Konica Minolta Bizhub 360i Copier to meet the needs of the Office of Administration of the Planning and Development Department as related to the functions of said division at a cost of \$158.00 per month, plus a per copy price of \$0.0085 for black and white copies and \$0.055 for color copies to include service and maintenance with the exception of paper or staples.

Council Member Hartley moved adoption; Vice President Lee seconded.

ORDER AUTHORIZING THE MAYOR TO EXECUTE A 48-MONTH RENTAL AGREEMENT WITH THE ADVANTAGE BUSINESS SYSTEM FOR A KONICA MINOLTA BIZHUB 360I COPIER TO BE USED BY THE OFFICE OF RENTAL REGISTRATION, A DIVISION OF THE PLANNING AND DEVELOPMENT DEPARTMENT.

WHEREAS, the Office of Rental Registration Division of the Planning and Development Department desires to enter into a 48-month rental agreement of a copier machine; and

WHEREAS, the Advantage Business Systems provides a Konica Minolta Bizhub 360i Copier through the State of Mississippi Contract 8200062059; and

WHEREAS, it is the recommendation of the Department of Planning and Development that this contract be approved.

IT IS, THEREFORE, ORDERED that the Mayor be authorized to execute the necessary documents with Advantage Business Systems providing for the 48-month rental of a Konica Minolta Bizhub 360i Copier to meet the needs of the Office of Rental Registration as related to the functions of said division at a cost of \$120.00 per month, plus a per copy price of \$0.0079 for black and white copies to include service and maintenance with the exception of paper or staples.

Council Member Grizzell moved adoption; Council Member Hartley seconded.
President Foote recognized Chloe Dotson, Director of Planning and Development, who provided a brief overview of said item.
Thereafter, President Foote , called for a vote of said item:
Yeas – Banks, Foote, Grizzell, Hartley, Lee and Lindsay. Nays – None. Absent – Stokes.

ORDER AUTHORIZING THE MAYOR TO EXECUTE A 48-MONTH RENTAL AGREEMENT WITH THE ADVANTAGE BUSINESS SYSTEM FOR A KONICA MINOLTA BIZHUB 360I COPIER TO BE USED BY THE OFFICE OF ECONOMIC DEVELOPMENT, A DIVISION OF THE PLANNING AND DEVELOPMENT DEPARTMENT.
WHEREAS , the Office of Economic Development of the Planning and Development Department desires to enter into a 48-month rental agreement for a copier machine; and
WHEREAS , Advantage Business Systems provides a Konica Minolta Bizhub 360i Copier through the State of Mississippi Contract 8200062059; and
WHEREAS , it is the recommendation of the Department of Planning and Development that this contract is approved.
IT IS ,THEREFORE, ORDERED that the Mayor be authorized to execute the necessary documents with Advantage Business Systems providing for the 48-month rental of a Konica Minolta Bizhub 360i Copier to meet the needs of the Office of Economic Development as related to the functions of said division at the cost of \$120.00 per month, plus a per copy price of \$0.0079 for black and white copies to include service and maintenance with the exception of paper or staples.
Council Member Banks moved adoption; Council Member Grizzell seconded.
President Foote recognized Catoria Martin, City Attorney, who provided a brief overview of said item.
Thereafter, President Foote , called for a vote of said item:
Yeas – Banks, Foote, Grizzell, Hartley, Lee and Lindsay. Nays – None. Absent – Stokes.

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ORDER AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH HINDS COMMUNITY COLLEGE TO PROVIDE WORKFORCE DEVELOPMENT TRAINING FOR THE W.K. KELLOGG FOUNDATION-FUNDED PROJECT, ECONOMIC PATHWAYS TO HUMAN DIGNITY: BUILDING OCCUPATIONAL OPPORTUNITIES & ECONOMIC GROWTH (EPHD).

WHEREAS, the W.K. Kellogg Foundation awarded Economic Pathways to Human Dignity: Building Occupational Opportunities & Economic Growth funds to the City of Jackson to support its goals to increase employment, economic development, city and regional competitiveness, job creation, and employer engagement allowing the citizenry access to tools that will help them traverse pathways to self-sufficiency; and

WHEREAS, on April 30, 2019, the City Council authorized the Mayor to accept a \$1,895,000.00 grant from W. K. Kellogg Foundation to be allocated over three years for the development of the proposal entitled Employment Pathways to Human Dignity (EPDH); and

WHEREAS, on August 16, 2022, the City Council approved an Order ratifying the submission of a request for an eighteen-month grant extension to the W.K. Kellogg Foundation that extended the grant period to September 30, 2023 for the development of the EPHD proposal; and

WHEREAS, the Chief Administrative Officer desires a consultant to provide workforce development training to participants for the EPHD workforce development program; and

WHEREAS, Hinds Community College will, as a consultant under the EPHD program, provide workforce development training using its Electro-Mechanical Technology curriculum to prepare students for the job market and equip them with instruction in a variety of areas, including machinery maintenance, blueprint reading, CAD, and PLC programming; and

WHEREAS, the Chief Administrative Officer recommends the use of grant funds to compensate Hinds Community College as an independent contractor for participants' tuition, registration fees, technology fees, tools, and books in a total amount not to exceed \$285,000.00 during the grant period of April 11, 2023 through September 30, 2023; and

WHEREAS, in light of the grant extension, the Chief Administrative Officer recommends that the Jackson City Council authorize the Mayor to enter into an independent contractor relationship with Hinds Community College to provide workforce development training services from April 11, 2023 through September 30, 2023; and

WHEREAS, either party may terminate the agreement at any time upon the delivery of written notice to the other party no less than 14 days prior to the intended termination date, provided, however, that in such event, the terminating party agrees to act in good faith to assist the other party with the orderly wind-down of such party's work on any active and on-going assignment; and

WHEREAS, the parties agree that the legal relationship between Hinds Community College and the City of Jackson is strictly an independent contractor relationship. Nothing contained in the agreement shall be deemed or construed to create a joint venture, agency, partnership, or employer-contractor relationship between the parties. Neither party shall have the power to bind the other party in any manner. Additionally, the City of Jackson shall have no obligation to Hinds Community College with respect to the provision of any benefits (insurance, retirement, or the like), nor shall the City of Jackson have any responsibility for the payment of any taxes, fees, dues, or memberships, workers' compensation premiums, or the like, which are the sole responsibility of Hinds Community College.

IT IS, THEREFORE, ORDERED that the Mayor be authorized to enter into an agreement with Hinds Community College to provide workforce development training to EPHD workforce development program participants from April 11, 2023 through September 30, 2023.

IT IS FURTHER ORDERED that upon the submission of invoices semesterly to the City of Jackson, Hinds Community College shall be paid an amount not to exceed \$285,000.00 from

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grant funds for EPHD workforce development program participants' tuition, registration fees, technology fees, tools, and books.

Vice President Lee moved adoption; Council Member Grizzell seconded.

President Foote recognized Chloe Dotson, Director of Planning and Development, who provided a brief overview of said item.

Thereafter, **President Foote**, called for a vote of said item:

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

Nays – None.

Absent – Stokes.

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ORDER ACCEPTING THE BID OF HEMPHILL CONSTRUCTION COMPANY, INC. AND AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT AND RELATED DOCUMENTS WITH HEMPHILL CONSTRUCTION COMPANY, INC TO SUPPLY JTRAN BUS STOP SIGNAGE.

WHEREAS, the City of Jackson ("City") has determined that it is 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 December 8, 2022, the Department of Planning and Development, through its Transit Division, issued a Request for Proposal seeking a qualified contractor to supply materials used for JTRAN bus stop signage; and

WHEREAS, in response to the Request for Proposals, the Transit Division received a response from one (1) company qualified to provide said signage; and

WHEREAS, the bid of Hemphill Construction Company, Inc. in the amount of one hundred fifty-nine thousand seven hundred seventy-six dollars and twenty-five cents (\$159,776.25) was the only bid received; and

WHEREAS, the Transit Division is recommending that the governing authorities authorize the Mayor to execute a contract and related documents with Hemphill Construction Company, Inc. to supply the materials used for the bus stop signage of the City's public transportation system at a cost not to exceed one hundred fifty-nine thousand seven hundred seventy-six dollars and twenty-five cents (\$159,776.25); and

WHEREAS, the Federal Transit Administration will pay eighty percent (80%) of the cost or one hundred twenty-seven thousand eight hundred twenty-one dollars (\$127,821.00), and the remaining twenty percent (20%) of the cost or thirty-one thousand nine hundred fifty-five dollars and twenty-five cents (\$31,955.25) will be paid from the Transit Division's FY2023 budget.

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute a contract and related documents with Hemphill Construction Company, Inc. for bus stop signage at a cost not to exceed one hundred fifty-nine thousand seven hundred seventy-six dollars and twenty-five cents (\$159,776.25), with eighty percent (80%) of the cost or one hundred twenty-seven thousand eight hundred twenty-one dollars (\$127,821.00) to be paid by the Federal Transit Administration and twenty percent (20%) of the cost or thirty-one thousand nine hundred fifty-five dollars and twenty-five cents (\$31,955.25) to be paid from the Transit Services' FY2023 Budget.

Council Member Lindsay moved adoption; Vice President Lee seconded.

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

Nays – None.

Absent – Stokes.

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ORDER AUTHORIZING THE MAYOR TO EXECUTE THE APPLICATION AND SUPPLEMENTAL FORM WITH THE UNITED STATES DEPARTMENT OF TRANSPORTATION'S FEDERAL TRANSIT ADMINISTRATION TO APPLY FOR THE FY2023 COMPETITIVE FUNDING OPPORTUNITY ENTITLED BUS AND BUS FACILITIES PROGRAM IN THE AMOUNT OF \$10,315,315.00 AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT AND RELATED DOCUMENTS UPON AWARD OF THE GRANT FUNDS.

WHEREAS, on January 27, 2023, the U.S. Department of Transportation's Federal Transit Administration (FTA) announced the availability of a Discretionary FY2023 Competitive Funding Opportunity entitled Buses and Bus Facilities Program (Federal Assistance Listing 20.526) and opened the SF-424 application process for federal assistance for the program with the Opportunity Number of FTA-2023-003-TPM-BUS; and

WHEREAS, Federal public transportation law set forth in 49 U.S. Code Section 5339 authorizes the FTA to award grants for capital bus projects through a competitive process; and

WHEREAS, the grant opportunity category is discretionary; and

WHEREAS, this is a competitive grant, and an application to be submitted by April 13, 2023; and

WHEREAS, the City of Jackson Transit Division will request grant funding in the amount of ten million three hundred fifteen thousand three hundred fifteen dollars (\$10,315,315.00), of which eight million two hundred fifty-two thousand two hundred fifty-two dollars (\$8,252,252.00) would be federal funds that, if awarded, will require a 20% match in the amount of two million sixty-three thousand sixty-three dollars (\$2,063,063.00) from the City of Jackson General Fund; and

WHEREAS, if awarded any funds, the funds will be used over FY2024, FY2025, FY2026, and FY2027; and

WHEREAS, the funds will be used to complete a mid-life rehabilitation of Union Station, continue the bus stop improvement program, and replace the bus wash; and

WHEREAS, the Transit Division is recommending that the City apply for and accept said award to use in the City's public transportation system.

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute the SF-424 application and supplemental form with the United States Department of Transportation in the amount of ten million three hundred fifteen thousand three hundred fifteen dollars (\$10,315,315.00), of which eight million two hundred fifty-two thousand two hundred fifty-two dollars (\$8,252,252.00) would be federal funds that, if awarded, will require a 20% match in the amount of two million sixty-three thousand sixty-three dollars (\$2,063,063.00) from the City of Jackson General Fund.

IT IS FURTHER ORDERED that any awarded funds shall be used over FY2024, FY2025, FY2026, and FY2027 to complete a mid-life rehabilitation of Union Station, continue the bus stop improvement program, and replace the bus wash.

IT IS FURTHER ORDERED that the Mayor is authorized to execute the agreement and related documents upon award of the grant funds.

Council Member Grizzell moved adoption; Council Member Hartley seconded.
President Foote recognized Christine Welch, Deputy Director of Planning and Development, who provided a brief overview of said item.

Thereafter, **President Foote**, called for a vote of said item:

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

Nays – None.

Absent – Stokes.

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ORDER AUTHORIZING THE MAYOR TO EXECUTE THE APPLICATION AND SUPPLEMENTAL FORM WITH THE UNITED STATES DEPARTMENT OF TRANSPORTATION'S FEDERAL TRANSIT ADMINISTRATION, TO APPLY FOR THE FY2023 COMPETITIVE FUNDING OPPORTUNITY ENTITLED LOW OR NO EMISSION VEHICLE GRANT PROGRAM IN THE AMOUNT OF \$38,528,150.00 AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT AND RELATED DOCUMENTS UPON AWARD OF THE GRANT FUNDS.

WHEREAS, on January 27, 2023, the U.S. Department of Transportation's Federal Transit Administration announced the availability of a Discretionary FY2023 Competitive Funding Opportunity entitled Low or No Emission Vehicle Grant Program (Federal Assistance Listing 20.526) and opened the SF-424 application process for federal assistance for the program with the Opportunity Number of FTA-2023-002-TPM-LWNO; and

WHEREAS, Federal public transportation law set forth in 49 U.S. Code Section 5339 authorizes the FTA to award grants for low or no emission bus projects through a competitive process; and

WHEREAS, the grant opportunity category is discretionary; and

WHEREAS, this is a competitive grant, and an application must be submitted by April 13, 2023; and

WHEREAS, the City of Jackson Transit Division will request grant funding in the amount of thirty-eight million five hundred twenty-eight thousand one hundred fifty dollars (\$38,528,150.00), of which thirty million eight hundred twenty-two thousand five hundred twenty dollars (\$30,822,520.00) would be federal funds that, if awarded, will require a 20% match in the amount of seven million seven hundred five thousand six hundred and thirty dollars (\$7,705,630.00) from the City of Jackson General Fund; and

WHEREAS, if awarded any funds, the funds will be used over FY2024, FY2025, FY2026, and FY2027; and

WHEREAS, the funds will be used (a) to purchase fleet air purification systems, (b) to upgrade the farebox system; (c) to purchase eight 35-foot hybrid buses, seven 40-foot hybrid buses, ten less than 30-foot electric buses, and ten electric vans; and (d) to purchase and install twenty charging stations; and

WHEREAS, the Transit Division is recommending that the City apply for and accept said award to use in the City's public transportation system.

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute the SF-424 application and supplemental form with the United States Department of Transportation in the amount of thirty-eight million five hundred twenty-eight thousand one hundred fifty dollars (\$38,528,150.00), of which thirty million eight hundred twenty-two thousand five hundred twenty dollars (\$30,822,520.00) would be federal funds that, if awarded will require a 20% match in the amount of seven million seven hundred five thousand six hundred and thirty dollars (\$7,705,630.00) from the City of Jackson General Fund.

IT IS FURTHER ORDERED that any awarded funds shall be used over FY2024, FY2025, FY2026, and FY2027 (a) to purchase fleet air purification systems, (b) to upgrade the farebox system; (c) to purchase eight 35-foot hybrid buses, seven 40-foot hybrid buses, ten less than 30-foot electric buses, and ten electric vans; and (d) to purchase and install twenty charging stations.

IT IS FURTHER ORDERED that the Mayor is authorized to execute the agreement and related documents upon award of the grant funds.

Council Member Lindsay moved adoption; Council Member Hartley seconded.

President Foote recognized Christine Welch, Deputy Director of Planning and Development, who provided a brief overview of said item.

Thereafter, **President Foote**, called for a vote of said item:

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

Nays – None.

Absent – Stokes.

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ORDER AUTHORIZING THE MAYOR TO EXECUTE THE APPLICATION AND SUPPLEMENTAL FORM WITH THE FEDERAL EMERGENCY MANAGEMENT AGENCY TO APPLY FOR THE FY2023 COMPETITIVE FUNDING OPPORTUNITY DHS-23-GPD-075-00-02 TRANSIT SECURITY GRANT PROGRAM IN THE AMOUNT OF \$2,000,000.00 AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT AND RELATED DOCUMENTS UPON AWARD OF THE GRANT FUNDS.

WHEREAS, on February 27, 2023, the Federal Emergency Management Agency announced the availability of a competitive funding opportunity under the FY2023 Transit Security Grant Program and opened the SF-424 application for the Rail and Transit Security Grant Program with the Opportunity Number of DHS-23-GPD-075-00-02; and

WHEREAS, the grant opportunity category is discretionary; and

WHEREAS, this is a competitive grant, and an application must be submitted by June 13, 2023; and

WHEREAS, the City of Jackson Transit Division will request grant funding in the amount of two million dollars (\$2,000,000.00); and

WHEREAS, if awarded any funds, the funds will be used in the Transit Division's budget in FY2024, FY2025, FY2026, and FY2027; and

WHEREAS, the funds will be used to acquire transit security, upgrade the security system at JTRAN Administrative and Maintenance Facility (JAMF) and Union Station, develop cybersecurity planning and training, upgrade the access control system, conduct basic security awareness training, conduct active shooter training, and install an intrusion detection system; and

WHEREAS, the Transit Division is recommending that the City apply for and accept said grant to use in the City's public transportation system.

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute the SF-424 application and supplemental form with the Federal Emergency Management Agency in the amount of two million dollars (\$2,000,000.00).

IT IS FURTHER ORDERED that any awarded funds shall be used in the Transit Division's budget in FY2024, FY2025, FY2026, and FY2027 to acquire transit security, upgrade the security system at JTRAN Administrative and Maintenance Facility (JAMF) and Union Station, develop cybersecurity planning and training, upgrade the access control system, conduct basic security awareness training, conduct active shooter training, and install an intrusion detection system.

IT IS FURTHER ORDERED that the Mayor is authorized to execute the agreement and related documents upon award of the grant funds.

Vice President Lee moved adoption; Council Member Lindsay seconded.

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

Nays – None.

Absent – Stokes.

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ORDER ACCEPTING IN-KIND DONATION OF 10 STENCILS FROM A+ SIGNS AND CREATIVE FOR DRAIN INLET MARKING.

WHEREAS, the City of Jackson owns numerous storm drain inlets that need to be marked with "No Dumping Drains to River" to provide a public education campaign for the City's MS4 Stormwater Permit; and

WHEREAS, A+ Signs and Creative desires to donate ten (10) stencils that can be used to paint the educational message on metal storm drain inlets.

IT IS, THEREFORE, ORDERED that the City of Jackson accepts the in-kind donation of ten (10) stencils to mark storm drain inlets.

Vice President Lee moved adoption; Council Member Banks seconded.

President Foote recognized **Robert Lee, Interim Director of Public Works,** who provided a brief overview of said item.

Thereafter, **President Foote**, called for a vote of said item:

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

Nays – None.

Absent – Stokes.

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ORDER AUTHORIZING FINAL PAYMENT TO THE CONTRACT WITH DELTA CONSTRUCTORS, INC. FOR THE WOODLAND CIRCLE EMERGENCY SEWER REPAIR PROJECT AND AUTHORIZING PUBLICATION OF THE NOTICE OF COMPLETION.

WHEREAS, the City Council ratified a contract with Delta Constructors, Inc., for the Woodland Circle Sewer Emergency Project; and

WHEREAS, upon completion of the work, the total charges were \$784,921.71, resulting a reduction in the contract amount of \$1,220.29.

IT IS, THEREFORE, ORDERED that final payment in the amount of \$186,902.71 is authorized to Delta Constructors, Inc. for the Woodland Circle Emergency Sewer Repair Project.

IT IS FURTHER ORDERED that the Municipal Clerk publish the Notice of Completion for the Woodland Circle Emergency Sewer Repair Project.

Council Member Banks moved adoption; Council Member Lindsay seconded.

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

Nays – None.

Absent – Stokes.

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ORDER REVISING THE AMOUNT OF THE BID OF DELTA CONSTRUCTORS, INC. ACCEPTED FOR THE LOST LAKE CIRCLE DRAINAGE REPAIR PROJECT, AUTHORIZING FINAL PAYMENT, AND AUTHORIZING PUBLICATION OF THE NOTICE OF COMPLETION.

WHEREAS, on August 3, 2021, the City Council accepted the bid of Delta Constructors, Inc., for drainage repair work on Lost Lake Circle; and

WHEREAS, after reviewing the bid and the Council minutes accepting that bid, the amount of the bid as stated in a prefatory clause of that order was correct \$37,500.00, but there was a typographical error in the ordered clause stating the amount of the bid as \$35,500.00; and

WHEREAS, the correct amount of the bid as accepted should have been \$37,500.00; and

WHEREAS, construction was completed for the bid amount of \$37,500.00.

IT IS, THEREFORE, ORDERED that the amount of the bid of Delta Constructors, Inc., for the Lost Lake Circle Drainage Project is as accepted is \$37,500.00.

IT IS FURTHER ORDERED that payment in the amount of \$37,500.00 is authorized to Delta Constructors, Inc. for the Lost Lake Circle Drainage Project.

IT IS FURTHER ORDERED that the Municipal Clerk publish the Notice of Completion for the Lost Lake Circle Drainage Project.

Council Member Banks moved adoption; Council Member Lindsay seconded.

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

Nays – None.

Absent – Stokes.

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ORDER AUTHORIZING FINAL PAYMENT TO THE CONTRACT WITH HEMPHILL CONSTRUCTION COMPANY, INC. FOR THE PERRY STREET EMERGENCY SEWER REPAIR PROJECT AND AUTHORIZING PUBLICATION OF THE NOTICE OF COMPLETION.

WHEREAS, the City Council ratified a contract with Hemphill Construction Company, Inc., for the Perry Street Sewer Emergency Project near Commerce Park Drive; and

WHEREAS, upon completion of the work, the total charges were \$546,065.77, resulting a reduction in the contract amount of \$6,777.21.

IT IS, THEREFORE, ORDERED that final payment in the amount of \$53,869.52 is authorized to Hemphill Construction Company, Inc. for the Perry Street Sewer Emergency Project.

IT IS FURTHER ORDERED that the Municipal Clerk publish the Notice of Completion for the Perry Street Sewer Emergency Project.

Vice President Lee moved adoption; Council Member Grizzell seconded.

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

Nays – None.

Absent – Stokes.

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ORDER AUTHORIZING THE MAYOR TO EXECUTE CHANGE ORDER #1 TO THE CONTRACT OF HEMPHILL CONSTRUCTION COMPANY, INC., FOR CONSTRUCTION OF THE RIVERSIDE DRIVE PROJECT.

WHEREAS, the City of Jackson executed a contract with Hemphill Construction Company, Inc. for the Riverside Drive Project; and

WHEREAS, various minor changes to the project were necessary due to unforeseen issues that arose; and

WHEREAS, the City and contractor mutually agree that additional pay items were necessary for the added work, and the additional cost will be an amount not to exceed \$414,805.21 with 291 additional calendar days to be added to the contract; and

WHEREAS, the Department of Public Works recommends acceptance of Change Order #1 to the contract Hemphill Construction Company, Inc.

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute Change Order #1 to the contract of Hemphill Construction Company, Inc. for the Riverside Drive Project, increasing the contract not to exceed amount by \$414,805.21 to a total of \$14,297,404.81 and adding 291 calendar days to the contract time.

Council Member Lindsay moved adoption; Vice President Lee seconded.

President Foote recognized Robert Lee, Interim Director of Public Works, who provided a brief overview of said item.

Thereafter, **President Foote**, called for a vote of said item:

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

Nays – None.

Absent – Stokes.

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ORDER ACCEPTING THE BID OF MANDEL METALS, INC., d/b/a US STANDARD SIGN FOR EIGHTEEN-MONTH SUPPLIES OF ALUMINUM SIGN BLANKS (BID NO. 55063-010323).

WHEREAS, on January 3, 2023, the Department of Administration opened sealed bids for an eighteen-month supply of Aluminum Sign Blanks; and

WHEREAS, three (3) bids were received; and

WHEREAS, the Traffic Engineering Division will use these Aluminum Sign Blanks for the fabrication of signs to ensure safer conditions for motorists and pedestrians throughout the City of Jackson; and

WHEREAS, Traffic Engineering, a section of the Infrastructure Management Division, Department of Public Works, has reviewed all bids submitted and recommends that this governing authority accepts Mandel Metals, Inc., d/b/a US Standard Sign, 11400 W Addison Ave., Franklin Park, Inc. 60131, for eighteen-month supplies of Aluminum Sign Blanks as the lowest and best bids.

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute any and all documents necessary with Mandel Metals, Inc., d/b/a US Standard Sign, 11400 W Addison Ave., Franklin Park, Inc. 60131 received January 3, 2023, for an eighteen-month supply of Aluminum Sign Blanks, starting March 14, 2023, through August 31, 2024.

IT IS FURTHER ORDERED that the Mayor is authorized to execute any and all documents necessary for the Public Works Department to make payment for said Aluminum Sign Blanks be made from the General Fund.

Vice President Lee moved adoption; Council Member Grizzell seconded.

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

Nays – None.

Absent – Stokes.

* * * * * * * * * * * * * *

ORDER ACCEPTING THE BID OF CROWN USA INCORPORATED FOR AN EIGHTEEN-MONTH SUPPLY OF TRAFFIC PAINT (BID NO. 63066-021423).

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WHEREAS, on February 14, 2023, the Department of Administration opened sealed term bids for an eighteen-month supply of traffic paint; and

WHEREAS, three (3) bids were received; and

WHEREAS, the Traffic Engineering Division will use said paint as pavement marking within the City of Jackson on various street projects; and

WHEREAS, Traffic Engineering Division has reviewed all bids submitted and recommends that this governing authority accepts the bid of Crown USA Incorporated, P.O. Box 789, Woodbury, GA 30293, for an eighteen-month supply of traffic paint, as the lowest and best bid received for the following items:

orne

ITEM 2

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute any and all documents necessary with Crown USA Incorporated, P.O. Box 789, Woodbury, GA 30293, received February 14, 2023, for an eighteen-month supply of traffic paint, as the lowest and best bid received for the above-referenced items, starting March 1, 2023, through September 30, 2024.

IT IS FURTHER ORDERED that payment for said traffic paint be made from the General Fund.

Vice President Lee moved add	option; Counc	cil Member Gr	rizzell seconded.
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President Foote recognized Robert Lee, Interim Director of Public Works, who provided a

brief overview of said item.

Thereafter, **President Foote**, called for a vote of said item:

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

Nays – None.

Absent – Stokes.

ITEM 1

* * * * * * * * * * * * * *

ORDER ACCEPTING THE BID OF POTTERS INDUSTRIES, LLC., FOR AN EIGHTEEN-MONTH SUPPLY OF WATERPROOF REFLECTIVE GLASS BEADS (BID NO. 55004-010323).

WHEREAS, sealed bids for a eighteen-month supply of Waterproof Reflective Glass Beads were opened January 3, 2023; and one (1) bid were received for a eighteen month supply; and

WHEREAS, the Traffic Engineering Division will use said waterproof reflective glass beads to mark streets within the City of Jackson; and

WHEREAS, the staff at Traffic Engineering, a Division of the Department of Public Works, has reviewed all bids and recommends that this governing authority deem the bid submitted by Potters Industries, LLC., 3222 Phoenixville Pike, Suite 103, Malvern, PA 19355, for a eighteenmonth supply of waterproof reflective glass beads, at a cost of \$0.62 per pound to be the lowest and best bid.

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute any and all documents necessary for the following bid of Potters Industries, LLC., 3222 Phoenixville Pike, Suite 103, Malvern, PA 19355, received January 3, 2023, for a eighteen-month supply of

waterproof reflective glass beads, (starting March 14, 2023, through August 31, 2024), at a cost of \$0.62 per pound, is accepted as the lowest and best bids received.

IT IS FURTHER ORDERED that payment for said waterproof reflective glass beads be made from the General Fund.

Council Member Banks moved adoption; Council Member Hartley seconded.

ORDER AUTHORIZING THE MAYOR TO EXECUTE A 36-MONTH RENTAL AGREEMENT WITH ADVANTAGE BUSINESS SYSTEMS TO BE USED BY THE OFFICE OF THE CITY ATTORNEY.

WHEREAS, on May 12, 2020, the Jackson City Council approved an Order authorizing the Mayor to execute a 36-month copier rental agreement with Xerox Corporation for two (2) C8070H copiers for the Office of the City Attorney; and

WHEREAS, the contract with XEROX will expire in May, 2023; and

WHEREAS, the Office of the City Attorney desires to enter into a 36-month rental agreement of three (3) copy machines; two Konica Minolta and one Toshiba Digital; and

WHEREAS, Advantage Business Systems, at 5442 Executive Place, Jackson, Mississippi can provide through Mississippi State Contract #8200062059 & 8200062060, two (2) Konica Minolta Bizhubd C450i & C360i Digital Color System and one (1) Toshiba 4525ACT Digital Color System for the Office of the City Attorney.

IT IS, THEREFORE, ORDERED that the Mayor be authorized to execute necessary documents with Advantage Business Systems providing a 36-month rental of two (2) Konica Minolta Bizhubd C450i & C306i Digital Color System and one (1) Toshiba 4525ACT Digital Color System at a combined total of \$470.00 per month to include service and supplies, except paper and staples.

IT IS FURTHER ORDERED that payment for said rental be made from the general fund.

Council Member Grizzell moved adoption; Council Member Lindsay seconded.		
President Foote recognized Catoria Martin, City Attorney, who provided a brief overview of said item.		
		
Thereafter, President Foote , called for a vote of said item:		

Nays – None. Absent – Stokes.

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

ORDER AUTHORIZING THE OFFICE OF THE CITY ATTTORNEY TO SETTLE ALL CLAIMS IN THE CIVIL ACTION PENDING IN HINDS COUNTY CIRCUIT COURT CAUSE # 18-85.

WHEREAS, a former officer of the Jackson Police Department sued the City of Jackson alleging that its self-funded worker's compensation program denied and/or delayed the payment of benefits afforded by the Mississippi Worker's Compensation Act in bad faith; and

WHEREAS, the Office of the City Attorney vigorously defended the action; and

WHEREAS, the Office of the City Attorney moved for summary judgment on the Plaintiff's claims; and

WHEREAS, the City's motion for summary judgment was granted in part and denied in part; and

WHEREAS, the Court awarded the City summary judgment on the Plaintiff's claim of bad faith denial but not bad faith delay; and

WHEREAS, the Plaintiff's claim of bad faith delay in the payment of benefits afforded by the Mississippi Worker's Compensation Act remains as a viable claim; and

WHEREAS, the Office of the City Attorney participated in a mediation with the Plaintiff and his counsel; and

WHEREAS, it was represented at the mediation that the Office of the City Attorney would be amenable to recommending that the Plaintiff's claim be settled for \$50,000.00; and

WHEREAS, the Plaintiff was not initially amenable to compromising the claim for \$50,000.00; and

WHEREAS, subsequent to the mediation, the mediator provided notice to the Office of the City Attorney that the Plaintiff had agreed to accept \$50,000.00; and

WHEREAS, the Office of the City Attorney believes that the best interest of the City of Jackson would be served by compromising the Plaintiff's claim and resolving the litigation for the sum of \$50,000.00.

IT IS HEREBY ORDERED that the Office of the City Attorney is authorized to compromise and settle all claims remaining in Hinds County Circuit Court Cause # 18-85 for the sum of \$50,000.00 on the condition that the Plaintiff furnishes the City of Jackson with a signed release which releases all claims arising out of the facts and circumstances which precipitated the filing of the action.

IT IS HEREBY ORDERED that the Office of the City Attorney shall be authorized to perform those acts necessary to affect the settlement and obtain the release.

Council Member Grizzell moved adoption; Council Member Lindsay seconded.
President Foote recognized Catoria Martin, City Attorney, who provided a brief overview of said item.
President Foote recognized Carrie Johnson, Office of the City Attorney, who provided a brief overview of said item.

Thereafter, President Foote , called for a vote of said item:
Yeas – Banks, Foote, Grizzell, Hartley, Lee and Lindsay.

Nays – None. Absent – Stokes.

ORDER AMENDING THE OFFICE OF THE CITY ATTORNEY FISCAL YEAR 2022-2023 BUDGET.

WHEREAS, the Office of the City Attorney Fiscal Year 2022-2023 Budget needs to be amended for category changes necessary for the procuring of a ViewBoard (Monopad) to replace the one that is inoperable; and

WHEREAS, there are monies available in the "Supplies and Materials" category which have not been expended which may be used for the funding of a ViewBoard (Monopad) and Surface Pro's or IPADS if the Office of the City Attorney Fiscal Year 2022-2023 Budget is amended; and

WHEREAS, the Office of the City Attorney is seeking City Council approval for an intradepartmental transfer of Ten Thousand Dollars (\$10,000.00) from the "Supplies and Materials" category to the "Computer Equipment" category, both categories being contained within the Office of the City Attorney Fiscal Year 2022-2023 Budget; 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 Office of the City Attorney represents that the Ten Thousand Dollars (\$10,000.00) currently located in the "Supplies and Materials" category is not needed or expected to be needed for the purpose(s) for which it was originally appropriated in the Office of the City Attorney Fiscal Year 2022-2023 Budget; and

WHEREAS, this intradepartmental transfer of Ten Thousand Dollars (\$10,000.00) is in statutory compliance with Section 21-35-25 of the Mississippi Code Annotated, as amended, as there has been one previous amendment/revision to the Office of the City Attorney Fiscal Year 2022-2023 Budget totaling Sixty Thousand Dollars (\$60,000.00), and that previous amendment/revision amount added to the current request contained in this Order does not exceed ten percent (10%) of the total budget amount appropriated to the Office of the City Attorney Fiscal Year 2022-2023 Budget; and

WHEREAS, the Office of the City Attorney desires the Office of the City Attorney Fiscal Year 2022-2023 Budget be amended by the following entries:

Fund Account	<u>Debit</u>	Credit
001-407.92-6212	\$10,000.00	
001-407.00-4282		\$10,000.00

IT IS, THEREFORE, ORDERED that the Office of the City Attorney Fiscal Year 2022-2023 Budget be amended by the following entries:

Fund Account	<u>Debit</u>	Credit
001-407.92-6212	\$10,000.00	
001-407.00-4282		\$10,000.00

Council Member Grizzell moved adoption; Vice President Lee seconded.

President Foote recognized **Catoria Martin**, **City Attorney**, who stated that an amendment was needed in said order. The order needed to be amended in the last WHEREAS and IT IS THEREFORE ORDERED sections changing account number "001-407.00-4282" to "001-407.00-6242".

President Foote recognized **Council Member Banks** who moved; seconded by **Council Member Grizzell**, to amend said order to reflect the changes as stated by **City Attorney Catoria Martin**. The motion prevailed by the following vote:

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

MINUTE BOOK 6X

Nays – None.		
Absent – Stokes.		

Thereafter, **President Foote** called for a vote on said Order as amended:

ORDER AMENDING THE OFFICE OF THE CITY ATTORNEY FISCAL YEAR 2022-2023 BUDGET.

WHEREAS, the Office of the City Attorney Fiscal Year 2022-2023 Budget needs to be amended for category changes necessary for the procuring of a ViewBoard (Monopad) to replace the one that is inoperable; and

WHEREAS, there are monies available in the "Supplies and Materials" category which have not been expended which may be used for the funding of a ViewBoard (Monopad) and Surface Pro's or IPADS if the Office of the City Attorney Fiscal Year 2022-2023 Budget is amended; and

WHEREAS, the Office of the City Attorney is seeking City Council approval for an intradepartmental transfer of Ten Thousand Dollars (\$10,000.00) from the "Supplies and Materials" category to the "Computer Equipment" category, both categories being contained within the Office of the City Attorney Fiscal Year 2022-2023 Budget; 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 Office of the City Attorney represents that the Ten Thousand Dollars (\$10,000.00) currently located in the "Supplies and Materials" category is not needed or expected to be needed for the purpose(s) for which it was originally appropriated in the Office of the City Attorney Fiscal Year 2022-2023 Budget; and

WHEREAS, this intradepartmental transfer of Ten Thousand Dollars (\$10,000.00) is in statutory compliance with Section 21-35-25 of the Mississippi Code Annotated, as amended, as there has been one previous amendment/revision to the Office of the City Attorney Fiscal Year 2022-2023 Budget totaling Sixty Thousand Dollars (\$60,000.00), and that previous amendment/revision amount added to the current request contained in this Order does not exceed ten percent (10%) of the total budget amount appropriated to the Office of the City Attorney Fiscal Year 2022-2023 Budget; and

WHEREAS, the Office of the City Attorney desires the Office of the City Attorney Fiscal Year 2022-2023 Budget be amended by the following entries:

Fund Account	<u>Debit</u>	<u>Credit</u>
001-407.92-6212	\$10,000.00	
001-407.00-6242		\$10,000.00

IT IS THEREFORE ORDERED, that the Office of the City Attorney Fiscal Year 2022-2023 Budget be amended by the following entries:

Fund Account	<u>Debit</u>	<u>Credit</u>
001-407.92-6212	\$10,000.00	
001-407.00-6242		\$10,000.00

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

Nays – None.

Absent – Stokes.

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RESOLUTION OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI IN SUPPORT OF THE 4TH ANNUAL SOUTH JACKSON FESTIVAL AND PARADE.

WHEREAS, the Association of South Jackson Neighborhoods (ASJN) was originally organized at Citizens Southwest in 1979 with an overall goal of enhancing the quality of life for all citizens of South Jackson; and

WHEREAS, ASJN proudly presents the 4th Annual South Jackson Festival and Parade to be held on April 15, 2023; and

WHEREAS, the purpose of the parade and festival is to give government, businesses, schools, and churches, as well as individuals the opportunity to get to know each other on a more personal level; and

WHEREAS, this event is also an occasion to join forces to reduce crime and enjoy a day of fun filled family events; and

WHEREAS, previously civic groups, neighborhood associations, businesses, local and state officials, law enforcement, sports teams, marching bands, and vendors have all participated in this event and look forward to once again joining ASJN and the rest of the community to have a grand celebration.

THEREFORE, IT IS HEREBY RESOLVED that the City of Jackson is hereby authorized to support the Association of South Jackson Neighborhoods (ASJN) in its 4th Annual South Jackson Festival Parade and 5K Run Celebration.

SO RESOLVED this the 11th day of April, 2023.

Council Member Grizzell moved adoption; C	Council Member Banks seconded.
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President Foote recognized **Mayor Chokwe Antar Lumumba**, who provided a brief overview of said item.

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

Nays – None.

Absent – Stokes.

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There came on for consideration Agenda Item No. 43:

ORDER OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI AUTHORIZING A MINIMUM OF (6) DUMPTERS TO BE AVAILABLE FOR DUMPING IN EACH WARD DURING THE DURATION OF GARBAGE CRISIS. President Foote stated that said item would be tabled due to the absence of Council Member Stokes.

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There came on for consideration Agenda Item No. 44:

ORDER OF CITY COUNCIL OF JACKSON, MISSISSIPPI AUTHORIZING FREE DUMPING OF HOUSEHOLD GARBAGE AT CITY LANDFILL ON HWY I-55 SOUTH DURING GARBAGE CRISIS. President Foote stated that said item would be tabled due to the absence of Council Member Stokes.

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There came on for consideration Agenda Item No. 45:

ORDER OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI AUTHORIZING NO SANITATION FEE COLLECTED ON WATER BILLS DURING GARBAGE CRISIS. President Foote stated that said item would be tabled due to the absence of Council Member Stokes.

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There came on for Discussion, Agenda Item No. 46:

DISCUSSION: LIBRARIES: President Foote stated said item will be held until a later date due to the absence of **Council Member Stokes**.

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There came on for Discussion, Agenda Item No. 47:

DISCUSSION: JASCO: President Foote stated said item will be held until a later date due to the absence of **Council Member Stokes.**

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There came on for Discussion, Agenda Item No. 48:

DISCUSSION: CUSTOMER REIMBURSEMENT FOR "INTERRUPTED GARBAGE COLLECTION & WATER SERVICE: President Foote recognized Council Member Hartley who expressed concerns in regards to customer reimbursement for interrupted garbage collection and water service. President Foote recognized Catoria Martin, City Attorney, who stated that City Legal is researching to find out if the City could legally give reimbursement for garbage collection. She also stated that there is no payment agreement in place for those volunteering to pick up trash.

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MONTHLY REPORT OF PRIVILEGE TAXES AS REQUIRED ACCORDING TO SECTION 27-17-501 OF THE MISSISSIPPI CODE ANNOTATED OF 1972. President Foote stated that all City Council members had received the monthly financial report for review.

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The following reports/announcements were provided during the meeting:

- Mayor Chokwe Antar Lumumba announced the following:
 - Remind residents to not take household garbage to the landfill in Byram, as this landfill is not certified to receive those types of items.

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There being no further business to come before the City Council, it was unanimously voted to adjourn until the Special Council Meeting at 1:00 p.m. on April 12, 2023. At 11:24 a.m., the Council stood adjourned.

PREPARED BY:	APPROVED:		
CLERK OF COUNCIL	COUNCIL PRESIDENT DATE		

ATTEST:	
CITY CLERK	

3	

BE IT REMEMBERED that a Special Meeting of the City Council of Jackson, Mississippi, was called by a majority of the City Council Members and notices having been placed by the Clerk of Council at 12:00 p.m. Tuesday, April 11, 2023 in the Clerk of Council's Office, electronic notifications to all Council Members, on the City's website and on the public bulletin board in City Hall, relative to: (1) Resolution of the City Council of Jackson, Mississippi urging the Mayor to enter into a 90-day agreement with a suitable Solid Waste Company registered with Mississippi Department of Environmental Quality (MDEQ) to service solid waste and sanitation in the State of Mississippi. (2) Resolution of the City Council of Jackson, Mississippi urging the Mayor to comply with Mississippi Department of Environmental Quality (MDEQ) by producing an adequate Solid Waste Collection Action Plan. (3) Order determining the need for continuing the declared local State of Emergency regarding residential solid waste collection. (4) Order approving an Emergency Solid Waste Collection and Hauling Agreement with Richard's Disposal, Inc. for a term of one (1) year. (5). Order of the City Council instructing special legal counsel to immediately file a motion to dismiss, without prejudice, Case No. 25CH1:23-CV-00103 on the Chancery Court of Hinds County, Mississippi First Judicial District before Special Judge H. David Clark II and for the legal services of John P. Scanlon and Deshun Terrell Martin to be terminated if and when said dismissal is granted. (6). Discussion: Litigation. The meeting was convened in the Council Chambers located at 219 S. President Street at 1:00 p.m. on April 12, 2023 being the second Wednesday of said month, when and where the following things were had and done to wit:

Present: Council Members: Ashby Foote, Council President, Ward 1; Angelique

Lee, Council Vice President, Ward 2; Brian Grizzell, Ward 4; Vernon Hartley, Ward 5; Aaron Banks, Ward 6 and Virgi Lindsay, Ward 7. Directors: Chokwe Antar Lumumba, Mayor; Shanekia Mosley-Jordan, Clerk of the Council; Sabrina Shelby, Chief Deputy Clerk of Council and

Catoria Martin, City Attorney.

Absent: Kenneth I. Stokes, Ward 3.

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The meeting was called to order by **President Foote.**

President Foote requested that Agenda Item No. 5 be moved forward on the Agenda. Hearing no objections, the Clerk read the following:

ORDER OF THE CITY COUNCIL INSTRUCTING SPECIAL LEGAL COUNSEL TO IMMEDIATELY FILE A MOTION TO DISMISS, WITHOUT PREJUDICE, CAUSE NO. 25CH1:23-CV-00103 IN THE CHANCERY COURT OF HINDS COUNTY, MISSISSIPPI FIRST JUDICIAL DISTRICT BEFORE SPECIAL JUDGE H. DAVID CLARK II AND FOR THE LEGAL SERVICES OF JOHN P. SCANLON AND DESHUN TERRELL MARTIN TO BE TERMINATED IF AND WHEN SAID DISMISSAL IS GRANTED.

WHEREAS, on February 1, 2023 a Complaint was filed by the Jackson City Council for Declaratory Judgment against Mayor Chokwe A. Lumumba in his official capacity as Mayor of the City of Jackson, citing his failure to negotiate with Vendors 2 and 3 in the October 2021 Request for Proposals for solid waste collection and hauling services; and

WHEREAS, Mayor Lumumba did send letters on March 7, 2023 to all three vendors, a copy of which is attached to this Order and made a part of these minutes; and

WHEREAS, Mayor Lumumba received responses from all three vendors who participated in the Request for Proposal process; and

WHEREAS, the City Council has determined that it is in the best interest of the City of Jackson to file a motion to dismiss without prejudice said complaint in the Chancery Court of Hinds County, Mississippi First Judicial District before Judge H. David Clark II.

NOW, THEREFORE, IT IS HEREBY ORDERED by the City Council of the City of Jackson, Mississippi, that the special legal counsel shall (1) immediately file a motion to dismiss, without prejudice, the lawsuit styled The City Council of Jackson, Mississippi vs Chokwe A. Lumumba, In His Official Capacity as Mayor of the City of Jackson, Cause No. 25CH1:23-CV-00103 in the Chancery Court of Hinds County, First Judicial District, with such filing made no later than the regular close of business on April 11, 2023; and (2) execute all documents necessary to dismiss said complaint.

IT IS FINALLY ORDERED that the legal services of John P. Scanlon and Deshun Terrell Martin be terminated if and when said dismissal is granted.

Office of the Mayor



219 South President Stree Post Office Box 17 Jackson, Mississippi 39205-0017 Telephone: 601-960-1086 Facsimile: 601-960-2086

March 7, 2023

By Mail and Email
Mr. Dan Brazil
FCC Environmental Services, LLC
9172 Ley Road
Houston, Texas 77078
Dan.brazil@fccenvironmental.com

RE: October 2021 Request for Proposals for Solid Waste Collection Services Update Information

Dear Mr. Brazil:

I am requesting your responses on two important questions related to the October 2021 Request for Proposals for Solid Waste Collection Services. I am seeking this information for the purpose of assistance in charting a path forward on the best solution for providing Jackson residents with affordable, dependable solid waste collection. I am also seeking the same information from the other two vendors who responded to the RFP.

The first request is that you state whether you will honor the prices for twice per week collection both with and without a garbage cart and the related services that you provided in your response to the October 2021 RFP.

The second request is that you state, based on your best judgment, whether your prices for twice per week collection both with and without a garbage cart and the related services would decrease, remain the same, or increase if you were responding to an RFP from the City of Jackson within the next six months.

Because time is of the essence in making my decision about how to proceed, I ask that you provide your responses to me within seven days of the date of this letter.

Sincerely,

Chokwe A. Lumumba, Mayor

Office of the Mayor Chokwe Antar Lumumba, Mayor



219 South President Street
Post Office Box 17
Jackson, Mississippi 39205-0017
Telephone: 601-960-1084
Facsimile: 601-960-2193

March 7, 2023

By Mail and Email Mr. Alvin Richard Richard's Disposal, Inc. 11600 Old Gentilly Road New Orleans, Louisiana 70129 Richalvnl8@aol.com

RE: October 2021 Request for Proposals for Solid Waste Collection Services Update Information

Dear Mr. Richard:

I am requesting your responses on two important questions related to the October 2021 Request for Proposals for Solid Waste Collection Services. I am seeking this information for the purpose of assistance in charting a path forward on the best solution for providing Jackson residents with affordable, dependable solid waste collection. I am also seeking the same information from the other two vendors who responded to the RFP.

The first request is that you state whether you will honor the prices for twice per week collection both with and without a garbage cart and the related services that you provided in your response to the October 2021 RFP.

The second request is that you state, based on your best judgment, whether your prices for twice per week collection both with and without a garbage cart and the related services would decrease, remain the same, or increase if you were responding to an RFP from the City of Jackson within the next six months.

Because time is of the essence in making my decision about how to proceed, I ask that you provide your responses to me within seven days of the date of this letter.

Sincerely.

Chokwe A. Lumumba, Mayor

cc: Deidra Jones, Richard's Disposal, Inc., 11600 Old Gentilly Road, New Orleans, LA 70129;



March 10, 2023

Mr. Chokwe A. Lumumba, Mayor 219 South President Street Jackson, Mississippi 39205

RE: October 2021 Request for Proposals for Solid Waste Collection Services Update Information

Mr. Mayor:

In response to your letter dated March 7, 2023 please find below the responses to the two important questions related to the October 2021 Request for Proposals for Solid Waste Collection Services.

State whether you will honor the prices for twice per week collection both with and without a
garbage cart and the related services that you provided in your response to the October 2021 RFP.

A: FCC Environmental Services, LLC cannot honor the pricing given in our response from October 2021. We are willing to look at negotiating the price to align with current market conditions that have changed significantly since we responded to this RFP.

State, based on your best judgement, whether your prices for twice per week collection both with and without a garbage cart and the related services would decrease, remain the same, or increase if you were responding to an RFP from the City of Jackson within the next six months.

A: FCC Environmental Services, LLC pricing would increase if responding to a new RFP within the next six months. As an industry, the major cost factors such as trucks, labor, fuel and interest expenses continue to rise and have risen substantially since October 2021.

Regards,

Chief Operating Officer 832.404.2597

dan.brazil@fccenvironmental.com



4635 Gulfstarr Dr. Ste 100-A Destin, FL 32541 Bshaw2@wm.com (404) 803-2796

March 10, 2023

VIA E-MAIL Chokwe Lumumba Jackson City Hall 219 S. President Street Jackson, MS 39201

Re: October 2021 Request for Proposal for Solid Waste Collections

Dear Mayor Lumumba:

Thank you for your letter dated March 7, 2023 addressed to David Holloway and Buford Clark. We appreciate your continued interest in working with Waste Management of Mississippi, Inc. We respond to your letter as follows:

- It is our view that the 2021 RFP for the City of Jackson Solid Waste Collection is no longer in effect as a result of your decision to reject WM's proposal and engage Richard's Disposal, Inc.
- We will be happy to participate in any new RFP process as required by Mississippi law for solid waste collection contracts.

Sincerely, Docusioned by: Brandon Shaw

Brandon Shaw, President

Waste Management of Mississippi, Inc.

cc: Ashby Foote (via email)
Angelique C. Lee (via email)
Kenneth I. Stokes (via email)
Brian C. Grizzell (via email)
Vernon W. Hartley, Sr. (via email)
Aaron Banks (via email)
Virgi Lindsay (via email)

RICHARD'S DISPOSAL, INC.

11600 Old Gentilly Road New Orleans, LA 70129

Fax: (504) 244-9799

Phone: (504) 241-2142 March 13, 2003

> By Email Mayor Chokwe A. Lumumba 219 South President Street Jackson, Mississippi 39205 calumumba@jacksonms.gov

RE: October 2021 Request for Proposal for Solid Waste Collection Services Update Information

Dear Mayor Lumumbs

In response to the first question posed in your March 7, 2023 letter, Richard's Disposal, Inc. ("RDI") submits the following:

RDI will honor the prices for twice-per-week collections with and without garbage carts and related services provided in its response to the City of Jackson's October 2021 Request for Proposals for Solid Waste Collection Services ("2021 RFP"). RDI will also honor the prices for services quoted in response to the other options in the 2021 RFP.

In response to your second question, RDI states as follows:

The current state of the market would cause an increase in the prices for the services described in the 2021 RFP.

In further response to your letter, RDI wishes to clearly state that it does not waive any rights it has as the successful proposer responding to the 2021 RFP. In fact, RDI expressly reserves any and all rights that it has under the 2021 RFP.

Sincerely

Alvin L. Richard Jr.

Cc: Deidra.jones@richardsdisposal.com

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ggreen@walkergrouppc.com

Council Member Grizzell moved adoption; Vice President Lee seconded.
President Foote recognized Catoria Martin , City Attorney , who provided a brief overview of said item.
Thereafter, President Foote , called for a vote of said item:
Yeas – Grizzell, Lee and Lindsay. Nays – Banks, Foote and Hartley. Absent – Stokes.
Note: Said item failed due to lack of a majority vote.
* * * * * * * * * * * *
RESOLUTION OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI URGING THE MAYOR TO ENTER INTO A 90-DAY AGREEMENT WITH A SUITABLE SOLID WASTE COMPANY REGISTERED WITH MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY (MDEQ) TO SERVICE SOLID WASTE AND SANITATION IN THE STATE OF MISSISSIPPI.
WHEREAS, the City Council of Jackson, Mississippi strongly desires to see a suitable solid waste company serve the citizens of Jackson; and
WHEREAS, it is important that such said company must be reliable, registered with MDEQ to service solid waste and sanitation in the State of Mississippi, with the Department of Environmental Quality Office of Pollution Control; and
WHEREAS, is the City Council, agrees that during such 90-day agreement it is imperative that the Administration and the City Council work together to identify a third-party evaluator to conduct a new RFP.
BE IT HEREBY RESOLVED that the City Council of Jackson, Mississippi strongly urges the Mayor to enter into a 90-Day Agreement with a suitable solid waste company registered with the Mississippi Department of Environmental Quality with the Department of Environmental Quality Office of Pollution Control.
Council Member Banks moved adoption; Council Member Hartley seconded.
President Foote recognized Catoria Martin, City Attorney, who provided a brief overview of said item.
President Foote recognized Council Member Banks, who moved; seconded by Council Member Hartley to amend said order to remove the language in the header, "registered with Mississippi Department of Environmental Quality (MDEQ) to service solid waste and sanitation in the State of Mississippi"; remove the second WHEREAS in its entirety, and in the BE IT HEREBY RESOLVED, remove the language "registered with the Mississippi Department of Environmental Quality with the Department of Environmental Quality Office of Pollution Control." The motion prevailed by the following vote:
Yeas – Banks, Foote, Grizzell, Hartley, Lee and Lindsay. Nays – None. Absent – Stokes.

President Foote recognized **Council Member Grizzell,** who recommended an amendment to strike the language "90-day" and replace with "12 months". The motion failed by the following vote:

Yeas –Grizzell, Lee and Lindsay.

Nays – Banks, Foote and Hartley.

Absent – Stokes.

Thereafter, **President Foote** called for a vote on said Order as amended:

RESOLUTION OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI URGING THE MAYOR TO ENTER INTO A 90-DAY AGREEMENT WITH A SUITABLE SOLID WASTE COMPANY.

WHEREAS, the City Council of Jackson, Mississippi strongly desires to see a suitable solid waste company serve the citizens of Jackson; and

WHEREAS, is the City Council, agrees that during such 90-day agreement it is imperative that the Administration and the City Council work together to identify a third-party evaluator to conduct a new RFP.

BE IT HEREBY RESOLVED that the City Council of Jackson, Mississippi strongly urges the Mayor to enter into a 90-Day Agreement with a suitable solid waste company.

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

Note: Said item failed due to lack of majority vote.

* * * * * * * * * * * * * *

President Foote recognized **Council Member Grizzell** who moved, seconded by **Vice President Lee** to reconsider the previous item. The motion prevailed by the following vote:

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

After a thorough discussion, **President Foote** called for a vote on said item:

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

Note: Said item failed due to lack of a majority vote.

* * * * * * * * * * * * * * *

RESOLUTION OF THE CITY OF COUNCIL OF JACKSON, MISSISSIPPI URGING THE MAYOR TO COMPLY WITH MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY (MDEQ) BY PRODUCING AN ADEQUATE SOLID WASTE COLLECTION ACTION PLAN.

WHEREAS, the City Council of Jackson, Mississippi does not currently have solid waste collections; and

WHEREAS, this not having solid waste collections is a threat to the health, welfare, environmental quality and safety of the citizens of Jackson; and

WHEREAS, the Mayor of the City of Jackson has received notice from the Mississippi Department of Environmental Quality (MDEQ), of the necessity to produce such an action plan.

BE IT HEREBY RESOLVED that the City Council of Jackson, MS strongly urges the Mayor to comply with the Mississippi Department of Environmental Quality (MDEQ) by producing an adequate solid waste collection action plan.

 ${\bf Council\ Member\ Banks\ moved\ adoption;\ Council\ Member\ Hartley\ seconded}.$

President Foote recognized **Catoria Martin**, **City Attorney**, who provided a brief overview of said item.

After a thorough discussion, **President Foote** called for a vote on said item:

Yeas – Banks, Foote and Hartley.

Nays – Grizzell, Lee and Lindsay.

Absent – Stokes.

Note: Said item failed due to lack of a majority vote.

* * * * * * * * * * * * * *

President Foote requested that Agenda Item No. 4 be moved forward on the Agenda. Hearing no objections, the Clerk read the following:

ORDER APPROVING AN EMERGENCY SOLID WASTE COLLECTION AND HAULING AGREEMENT WITH RICHARD'S DISPOSAL, INC. FOR A TERM OF ONE (1) YEAR.

WHEREAS, the City of Jackson previously had a long-term Agreement for Solid Waste Collection Services that expired on September 30, 2021; and

WHEREAS, in March 2021, the City of Jackson issued a Request for Proposals for Solid Waste Collection and Hauling Services to obtain a new contract to provide residential solid waste collection services for the City; and

WHEREAS, the City received responses to that Request for Proposals (RFP), negotiated contracts with the vendors submitting proposals, but was unable to obtain approval of a new agreement for solid waste collection and hauling services; and

WHEREAS, on September 30, 2021, the Mayor proclaimed the existence of a local emergency, pursuant to his authority under Section 33-15-17 of the Mississippi Code of 1972, as amended; and

WHEREAS, following the emergency proclamation, the City entered into an emergency contract with Waste Management of Mississippi, Inc. for a term of six (6) months; and

WHEREAS, the City issued another Request for Proposals in October 2021 according to the statutorily-mandated requirements of Section 31-7-13 (r) of the Mississippi Code of 1972, as amended; and

WHEREAS, again, the City received responses to the RFP, negotiated a contract with the duly selected proposer, but was unable to obtain approval of a new agreement for solid waste collection and hauling services; and

WHEREAS, on February 17, 2022, the Mayor proclaimed the existence of a local emergency, pursuant to his authority under Section 33-15-17 of the Mississippi Code of 1972, as amended; and

WHEREAS, after ensuing litigation about the validity of an emergency solid waste collection Agreement with Richard's Disposal, Inc., the matter was settled and provided solid waste collection services from Richard's Disposal, Inc. through March 31, 2023; and

WHEREAS, the settlement that provided solid waste collection services has now expired without a new permanent contract being awarded and the City has been without garbage collection services for nearly two weeks; and

WHEREAS, garbage is now piling up on some streets throughout the City which is creating a hazard to human health and the environment; and

WHEREAS, the City instituted a temporary solution whereby it set up a residential garbage drop off location in the Metrocenter parking lot on Thursdays and Fridays and at the Byram Rubbish Facility on Saturdays; and

WHEREAS, on April 7, 2023, the Mississippi Department of Environmental Quality wrote the City advising that its temporary solution does not meet the City's obligations under state law to provide garbage collection and disposal for its residents, violates the City's Solid Waste Management Plan, and violates water and air pollution laws due to the uncollected garbage accumulating on City streets; and

WHEREAS, the City does not have the manpower and equipment to locate dumpsters throughout the City and provide for their timely pick up and disposal of the garbage accumulated in these dumpsters; and

WHEREAS, due to the threat to human health and the environment from garbage that is accumulating on City streets, the rejection of the City's proposed temporary solution by MDEQ, and the potential for fines as a result of violations of laws of the state of Mississippi, the Mayor is proposing an Emergency Solid Waste Collection Agreement with Richard's Disposal, Inc.; and

WHEREAS, the Emergency Agreement with Richard's Disposal, Inc. provides the same services that were being provided under the settlement agreement that expired March 31, 2023; and

WHEREAS, this Emergency Agreement establishes a monthly rate of \$969,750.00 beginning April 12, 2023 through March 31, 2024, (with the month rate for April 2023 being prorated to \$614,175.00 to account for the April 12, 2023 contract start date), provided however, that the Agreement shall terminate within thirty (30) days of a final judgment in favor of Richard's Disposal, Inc. in Richard's Disposal, Inc. vs. City of Jackson, Mississippi, 23-cv-200-AHW, 1st Jud. Dist., Hinds County, Miss.; and

WHEREAS, the Contractor will provide twice per week collection of garbage using the customer's Approved Garbage Container, which under the Emergency Agreement means a bag (so long as it and its contents do not exceed sixty (60) pounds) or a metal or plastic can of not less than ten gallons nor more than 30-gallon capacity, fitted with a closely fitting cover, which are the same terms described in the emergency contract; and

WHEREAS, the Contractor will collect up to two (2) items of bulk waste from the curbside of each residential unit located in the City once each week, which are the same terms described in the emergency contract; and

WHEREAS, the Contractor will collect all containerized yard debris and up to two (2) cubic yards of uncontainerized yard debris, excluding leaves and yard clippings, from the curbside of each residential unit located within the City of Jackson once each week, which are the same terms described in the emergency contract; and

WHEREAS, at no additional charge, the Contractor will collect solid waste from municipal buildings and facilities in accordance with the City Facilities Collection Schedule set forth in the Emergency Agreement, which are the same terms described in the emergency contract; and

WHEREAS, at no additional charge, the Contractor will provide monthly roll off services, which is the same term described in the emergency contract; and

WHEREAS, the Emergency Agreement provides that Contractor shall bill the City for services rendered within ten (10) days following the end of the month in which services are

rendered and the City shall pay Contractor on or before the 25th day following the end of such month, which is the same term described in the emergency contract; and

WHEREAS, former Mississippi Supreme Court Justice Jess Dickinson, sitting by appointment of the Mississippi Supreme Court, issued a final judgment that held, in pertinent part, as follows, "The Council has no authority to amend the Mayor's order declaring a local emergency, and instead, after the Mayor declares a local emergency the Council is required to approve or disapprove the proclamation..."; and

WHEREAS, the Emergency Agreement with Richard's Disposal, Inc. for the period of April 12, 2023 through March 31, 2024, which is attached hereto, should be approved to remedy the absence of residential solid waste collection for City of Jackson residents and comply with Mississippi state law.

IT IS, THEREFORE, ORDERED that the Emergency Agreement for Solid Waste Services with Richard's Disposal, Inc., dated April 12, 2023, attached hereto and spread upon the minutes, is approved.

EMERGENCY AGREEMENT FOR SOLID WASTE SERVICES BETWEEN THE CITY OF JACKSON, MISSISSIPPI AND RICHARD'S DISPOSAL, INC.

This Agreement made and entered into on this the _____day of _____, 2023, by and between the City of Jackson, Mississippi, hereinafter referred to "City" and Richard's Disposal, Inc., a corporation, hereinafter referred to as "Contractor". This Agreement is entered into pursuant to the statutory authority outlined in Miss. Code Ann. §§ 33-15-17 and 33-15-31 and the Mayoral Proclamation of Local Emergency for Residential Garbage Collection issue by Mayor Chokwe Lumumbs, Jr. April 12, 2023.

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WHEREAS, the City is desirous of securing solid waste collection services from Contractor; and

WHEREAS, Contractor desires to provide solid waste collection services to the City;

NOW, THEREFORE, it is hereby agreed as follows:

1. DEFINITIONS:

- 1.1 APPROVED GARBAGE CONTAINER Approved Garbage Container shall mean a Bag (so long as it and its contents do not exceed sixty (60) pounds) or a metal or plastic can of not less than ten gallons nor more than 30-gallon capacity, fitted with a closely fitting cover.
- 1.2 BAG-A plastic sack designed to store and enclose Garbage with sufficient wall strength to maintain physical integrity when lifted by its top.
- 1.5 BULK WASTE Stoves, refrigerators, water tanks, washing machines, furniture, mattresses, and other waste materials, other than Construction and Demolition Debris and Hazardous Waste, with weights or volumes that preclude or complicate their handling by normal solid waste collection, processing, or disposal methods.
- 1.4 COLLECTION The set of removing solid waste from a Residential Unit.
- 1.5 COMMERCIAL SOLID WASTE All types of solid waste generated by stores, offices, restaurants, warehouses, and other non-manufacturing activities, excluding residential and industrial waste.
- 1.6 CONSTRUCTION AND DEMOLITION WASTE Solid waste resulting from construction, remodeling, repair, or demolition operations on buildings, or other structures, including inert debris, land-clearing debris, or used

asphalt, asphalt mixed with dirt, sand, gravel, rock, concrete, or similar material.

- 1.7 GARBAGE All putrescible and non-putrescible waste generated from normal (non-storm related) household and office maintenance, including animal offal and careasses of less than ten (10) pounds in weight except those slaughtered for human consumption; every accumulation of waste that results from the preparation, processing, consumption, dealing in, handling, packing, canning, storage, transportation, decay or decomposition of meats, fish, fowl, birds, fruits, grains or vegetable matter, including, but by no way of limitation, used tin cars and other food containers; and all putrescible or decomposable waste or vegetable matter which is likely to attract flies or rodent, but excluding sewage, human waste, and animal waste.
- 1.8 HAZARDOUS WASTE Any chemical, compound, mixture, substance or article which is designated by the United States Environmental Protection Agency or appropriate agency of the State to be "hazardous" as that term is defined by or pursuant to Federal or State law or regulations.
- 1.9 PERSON Any individual, corporation, association, partnership, unit of government, state agency, federal agency, or other legal entity.
- 1.10 RESIDENTIAL UNIT A free standing structure within the Service Area constructed for use as a residence and occupied by a person or group of persons comprising a family. A Residential Unit shall be deemed occupied when either water or domestic light and power services are being supplied thereto. Each unit of an apartment or condominium dwelling consisting of four (4) or less living units, whether single or multi-level construction, shall be treated as a Residential Unit.
- 1.11 SERVICE AREA The area within the city limits of the City of Jackson, Mississippi, including any annexed areas.
- 1.12 SOLID WASTE DISPOSAL SITE A facility at which municipal solid waste can be disposed, including a landfill and transfer station.
- 1.13 YARD DEBRIS Refers to grass, weeds, leaves, tree and shrubbery pruning and other similar materials generated in the maintenance of lawn and gardens, which are separated from other solid waste.

<u>TERM</u>

The term of this emergency Agreement shall begin April 12, 2023, (the "Commencement Date") and continue through March 31, 2024 (the "Initial

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Term"); provided however, that the Agreement shall terminate within thirty (30) days of a final judgment in favor of Richard's Disposal, Inc. in Richard's Disposal, Inc. vs. City of Jackson, Mississippi, 23-cv-200-AHW, 1st Jud. Dist., Hinds County, Miss.

3. SERVICES

- 3.1 General Services. Contractor agrees, in accordance with the terms and conditions of this Agreement, to furnish all services and equipment necessary for the collection and transportation of Garbage, Yard Debris, and Bulk Waste from Residential Units located within the Service Area to the Solid Waste Disposal Sites designated in Section 14.1.
- 3.2 Garbage. Contractor shall collect Garbage from the curbside of all Residential Units located within the Service Area at a frequency of two (2) times per week.
- 3.3 Bulk Waste. Contractor shall collect up to two (2) items of Bulk Waste from the curbside of each Residential Unit located within the Service Area at a frequency of one (1) time per week.
- Yard Debris. Contractor agrees to collect all containerized Yard Debris and up to two (2) cubic yards of uncontainerized Yard Debris, excluding leaves and yard clippings, from the curbside of each Residential Unit located within the Service Area at a frequency of one (1) time per week. Contractor shall not be responsible for the collection of leaves and grass clippings that are not containerized, nor shall Contractor be responsible for collecting more than two (2) cubic yards of uncontainerized Yard Debris from any Residential Unit on the designated collection day for such Residential Unit. Should Contractor suspect that a Residential Unit has placed more than two (2) cubic yards uncontainerized Yard Debris, Contractor shall notify the City, within twentyfour (24) hours, of the location of such Residential Unit. Contractor and the City shall make a mutual determination of whether a Residential Unit has placed more than two (2) cubic yards of uncontainerized Yard Debris for collection. Should the parties determine that a Residential Unit placed more than two (2) cubic yards of uncontainerized Yard Debris for collection, Contractor shall not be required to collect any of the uncontainerized Yard Debris from such Residential Unit. The City shall then collect such Yard Debris in accordance with the Jackson Code of Ordinances of the City.
- 3.5 Municipal Buildings and Facilities. At no additional charge to the City, Contractor shall collect solid waste from municipal buildings and facilities in accordance with the City Facilities Collection Schedule set forth on Exhibit A, which shall identify (i) the municipal buildings and facilities to which collection services will be provided; (ii) the frequency of collection; and (iii) the number and size of

containers to be provided to each municipal building and facility for collection of solid warte.

3.6 [Reserved)

- 3.7 Monthly Roll-Off Services. At no additional charge to the City, one day each month, Contractor shall deliver one (1) thirty (30) cubic yard roll-off container to each of the serven (7) wards of the City for the collection of solid waste and Bulk Waste from the residents of the City. The City shall designate the date and specific location that each roll-off container is to be delivered. Each roll-off container shall be available to the City and residents of the City between the hours of 7 a.m. and 5 p.m. on the date selected by the City, after which, Contractor will transport any waste collected to the Waste Management Transfer Station located on Country Club Road, located within the City. The City shall be responsible for providing personnel at each location to monitor the delivery of solid waste and Bulk Waste. The City is responsible for paying the disposal charges, as well as charges for any additional services requested by the City, related to the monthly roll off services.
- 3.8 Storm Debris. Contractor shall not be responsible for the collection or disposal of any increased volume of waste resulting from a flood, harricane or similar or different acts of God over which Contractor has no control. In the event of such a flood, hurricane or other act of God, Contractor and the City shall negotiate the payment to be made to Contractor for additional services, if Contractor and City agree that the increased volume is to be handled by Contractor. Further, if the City and Contractor reach such an agreement, the City shall grant Contractor variances in routes and schedules as deemed necessary by Contractor.
- 3.9 Discontinuance of Services. Contractor shall discontinue collection service at any location set forth in a written notice sent to Contractor by the City. Upon further notification by the City, Contractor shall resume collection on the next regularly scheduled collection day. The City shall indemnify, and hold Contractor harmless from any claims, suits, damages, liabilities or expense resulting from Contractor's discontinuing service at any location at the direction of the City.

4. HOUSE COUNT

- 4.1 Initial House Count: For purposes of this emergency contract all parties agree the house count, based on the number of habitable structures, is set at 53,869.
- 4.2 [Reserved]

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[Reserved].

6. POINT OF CONTACT

All dealings, contacts, etc., between Contractor and the City shall be directed by Contractor to the Solid Waste Division Manager or the designee of the Solid Waste Division Manager.

7. CONTAINERS

- 7.1 Approved Garbage Containers. Contractor is not responsible for providing Approved Garbage Containers to Residential Units.
- 7.2 Required Use. Contractor is not responsible for collecting Garbage from Residential Units that is not contained within an Approved Garbage Container.

8. EXTRAORDINARY WASTE MATERIALS

Contractor shall not be responsible for the collection of Hazardous Wastes, body wastes, animal waste, abandoned vehicles, vehicle parts, Construction and Demolition Waste, Commercial Solid Waste, large equipment (other than "Bulk Waste"), or dead animals over ten (10) pounds under the terms of this Agreement.

9. OFFICE AND TELEPHONE CONTACT

Contractor shall maintain an office and service facilities through which itmay be contacted without charge by telephone. The office shall be equipped with sufficient telephones and shall have responsible personnel in charge from 8:00 a.m. until 5:00 p.m., Monday through Friday.

10. COMPENSATION

- 10.1 Compensation for Collection and Hauling Services. As compensation for the collection and hauling of Garbage, Bulk Waste, and Yard Debris, the City shall pay to Contractor the sum of \$969,750.00 per month for services described in Sections 3 and 4. The rate for the month of April 2023 will be prorated to \$614,175.00 to account for the start date of April 12, 2023. Such monthly compensation does not include the cost of disposal charged by the Solid Waste Disposal Sites, which shall be billed in accordance with Section 14.2.
- 10.2 Taxes and Surcharges. In the event that Contractor becomes liable

for or is required to pay any governmental tax or surcharge in connection with the services provided for under the terms of this Agreement, such tax or surcharge shall be the responsibility of the City and shall be payable to Contractor in addition to Contractor's normal monthly compensation.

10.3 Submission and Payment of Bills. Contractor shall bill the City for services rendered within ten (10) days following the end of the month in which services are rendered and the City shall pay Contractor on or before the 25th day following the end of such month.

11. PERFORMANCE BOND:

Within five (5) days of receipt of a fully executed Agreement by Contractor and Notice to Proceed from the City of Jackson, Contractor shall furnish and provide a performance bond in the amount of One Million Dollars (\$1,000,000.00) to secure Contractor's performance of this Agreement. The bond shall remain in full force and effect for the duration of the Agreement and shall be valid and irrevocable for the duration of the Agreement.

The bond shall serve as security for the faithful performance of this Agreement and shall not be released until expiration of this Agreement. A duly authorized surety company, licensed and doing business in Mississippi and countersigned by a resident agent, shall issue the surety on such bond. The performance bond shall be procured at Contractor's expense. The City reserves the right to review the bond and require Contractor to provide a substitute bond, at Contractor's expense, in such form as the City may reasonably require. The City further reserves the right to require Contractor, at Contractor's expense, to provide an updated bond based upon the value of the contract and the services performed. The bonds must specifically refer to this Agreement and shall bind the surety to all the terms and conditions of this Agreement.

12. HOURS AND DAYS OF OPERATION

Residential route collection shall not begin prior to 7:00 a.m. each day or continue after 9:00 p.m. Exceptions to collection hours shall be effected only upon the mutual agreement of the City and Contractor, or when Contractor reasonably determines an exception is necessary in order to complete collection on an existing collection route due to unusual circumstances. Contractor will not be responsible for providing service on the following holidays:

New Year's Day Thanksgiving Day Christmas Day Dr. Martin Luther King's Birthday Independence Day

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Contractor is not required to provide a make-up day to collect solid waste from Residential Units affected by the cancellation of services on the foregoing holidays. Without limiting the foregoing, Contractor shall be responsible for publicizing (and the expense of publishing) any changes in collection schedules due to holiday observance. Proper publicizing will include the placement of advertisements or public service announcements serving the affected area.

13. INDEMNITY

Contractor shall indemnify and save hamiless the City, its officers, agents, servants, and employees, from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, and attorney's fees solely resulting from a willful or negligent act or omission of Contractor, its officers, agents, servants, and employees in the performance of this Agreement as determined by a court of competent jurisdiction; provided, however, that Contractor shall not be liable for any suits, actions, legal proceedings, claims, demands, damages, costs, expenses and attorneys' fees arising out of the sward of this Agreement or for a willful or negligent act or omission of the City, its officers, agents, servants and employees.

14. DISPOSAL

14.1 Designated Disposal Sites and Processing Facilities. All Garbage, Bulk Waste, and Yard Debris collected by Contractor shall be delivered by Contractor to the Waste Management Clearwise Landfill located in Scott County, Mississippi or to Waste Management's MDEQ-permitted Transfer Station in the City of Jackson. The City has the authority to require that Garbage, Bulk Waste, and Yard Debris be delivered to such other Solid Waste Disposal Sites or Materials Processing Facilities as the City may designate; provided, however, that in such event, Contractor's compensation shall be subject to adjustments as addressed in Section 10.

14.2 Disposal Charges. The City shall be responsible for all disposal charges applicable to the disposal of waste at the Solid Waste Disposal Sites identified in Section 14.1 or otherwise designated by the City, and any such charges paid by the Contractor, plus a reasonable margin, will be billed to the City separately from the compensation set forth in Section 10.1 and will be paid by the City.

15. INSURANCE

During the Term of this Contract, Contractor shall maintain in full force and effect the following minimum insurance:

Coverage

Limits of Liability

Workmen's Compensation Employer's Liability Bodily Injury Liability except Automobile Property Damage Liability except automobile Automobile Bodily Injury Liability Automobile Property Damage Liability Excess Umbrella Liability Statutory \$ 500,000.00 \$ 1,000,000.00 each occurrence \$ 2,000,000.00 aggregate \$ 1,000,000.00 each occurrence \$ 1,000,000.00 aggregate \$ 1,000,000.00 each person \$ 2,000,000.00 each occurrence

\$1,000,000.00 each occurrence \$5,000,000.00 each occurrence

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Contractor shall provide proof of existence of said policies to the City prior to the Commencement Date of the Agreement. The City shall be included as an additional insured on the comprehensive general liability and automobile liability policies.

16. LOCATION OF COLLECTION

Approved Gurbage Containers shall be placed in a location that is readily accessible to Contractor and its equipment, not to exceed five (5) feet from the curb or edge of the traveled portion of road or street. The City will aid Contractor in resolving problems relating to the location of Approved Gurbage Containers.

17. SERVICE INOURIES

All complaints shall be made directly to Contractor, Contractor shall -give all complaints prompt and courteous attention. In the case of an alleged missed schedule collection, Contractor shall investigate and if such allegations are verified, shall arrange for collection within twenty-four (24) hours of the time the complaint was received.

Contractor shall maintain forms or a log indicating the time a complaint or request is received, the nature of the complaint or request, and the disposition of same. Such records shall be available for the City's inspection at all times during normal working hours.

Contractor shall furnish to the City on a monthly basis:

- A. A report of the service locations not served on the regularly scheduled service day during the preceding month and the reason service could not be provided.
- B. A report of complaints received during the preceding month and the resolution of these complaints. The City may require Contractor to make personal supervisory contact to resolve a service complaint.

18. NOTIFICATION OF CUSTOMERS

Contractor shall notify all customers about complaint procedures, changes in services, days of collection and other information regarding the services provided by the Contractor under this Agreement. Except for holiday service changes, Contractor and City shall agree on all service changes thirty (30) days prior to any change in service. Except for holiday changes, the Contractor shall notify all affected customers thirty (30) days prior to the change. The method of customer notification shall be a combination of door hanger, mailing and/or media advertising approved by the City. To the extent there are services changes from the _existing service, within ten (10) days of the execution of this

Agreement, the Contractor shall deliver printed information about its services under this Agreement to every Residential Unit pursuant to the methods of notification set forth herein.

19. CONTRACTOR'S PERSONNEL

- Contractor shall assign a qualified person to be in charge of its performance of this Contract.
- 19.2 Contractor's collection employees shall wear a uniform and shirt bearing Contractor's name and the name of the individual employee.
- 19.3 Each employee shall, at all times, carry a valid driver's license for the type of vehicle he is driving.
- 19.4 Contractor shall provide operating and safety training for all personnel.
- 19.5 No person shall be denied employment by Contractor for reasons of age. e, sex, creed, or religion or national origin.

20. FORCE MAJEURE.

From and after the Commencement Date, Contractor's performance hereunder may be suspended and its obligations hereunder excused in the event and during the period that such performance is prevented by a cause or causes beyond the reasonable control of Contractor. Such causes may include, by way of example and not limitations, acts of God, acts of war, riot, fire, explosion, accident, flood or sabotage, lack of adequate fuel, power or raw materials, judicial administrative or governmental laws, regulations, requirements, rules, orders or actions; injunctions or restraining orders; the failure of any governmental body to issue, grant, or the suspension or revocation or modification of any license, permit or other authorization necessary for the services envisioned by this Agreement; national defense requirements; labor strike, lockout or injunction.

21. PERMITS AND LICENSES

Contractor shall obtain at its own expense all permits and licenses required by law or ordinance and maintain same in full force and effect.

22. TERMINATION

Except as otherwise provided herein, if either party breaches this Agreement or defaults in the performance of any of the covenants or conditions contained herein for fifteen (15) days after the other party has given the party breaching or defaulting written notice of such breach or default, unless a longer period of time is required to cure such breach or default and the party breaching or defaulting shall have commenced to cure such breach or default within said period and

pursues diligently to the completion thereof, the other party may: (a) terminate this Agreement as of any date which the said other party may select provided said date is at least thirty (30) days after the fifteen (15) days in which to cure or commence curing; (b) cure the breach or default at the expense of the breaching or defaulting party; and/or (c) have recourse to any other right or remedy to which it may be entitled by law, including, but not limited to, the right for all damage or loss suffered as a result of such termination. In the event either party waives default by the other party, such waiver shall not be construed or determined to be a continuing waiver of the same or any subsequent breach or default.

Contractor shall have the sole and exclusive right to provide residential solid waste collection services for and on behalf of the City. This Agreement shall not constitute a franchise or exclusive right to collect solid waste from other commercial, institutional and industrial units within the City.

A letter addressed and sent by certified United States Mail to either party at the business address specified shall be sufficient notice whenever required for any purpose in this Contract. Also, the address designated at this address may be changed from time to time by written notice sent by Certified United States Mail as provided herein.

Attn: Mayor 219 South President Street Jackson, Mississippi 39201

with a copy to:

City Attorney Office of the City Attorney 455 East Capitol Street Jackson, Mississippi 39201

Public Works Director Warren Hood Administration Building 200 South President Street Jackson, Mississippi 39201

Contractor:

Mr. Alvin Richard Richard's Disposal, Inc. 11600 Old Gentilly Road New Orleans, Louisiana 70129

with a copy to:

John L. Walker, Esq. Walker Group, PC P.O. Box 22849 Jackson, Mississippi 39225-2849

25. MODIFICATION

This Contract constitutes the entire contract and understanding between the parties hereto, and it shall not be considered modified, altered, changed or amended in any respect unless in writing and signed by the parties hereto.

26. COMPLIANCE WITH LAWS

Contractor shall conduct operations under this Contract in compliance with all applicable laws, provided, however, that the terms of this Contract shall govern the obligations of Contractor where conflicting ordinances exists.

27. LAW TO GOVERN

This Contract shall be governed by the laws of the State of Mississippi both as to interpretation and performance.

28. SUCCESSORS AND ASSIGNS

This Agreement may not be assigned by any party without the prior written consent of the other part. This Agreement shall inure to the benefit of and be binding upon the successors and permitted assigns of the parties hereto.

29. MINORITY/ WOMEN BUSINESS ENTERPRISE PARTICIPATION:

Contractor agrees that it will strive to comply with the Equal Business Opportunity Plan attached hereto as Exhibit B. Contractor shall provide monthly reports to the EBO Office, City of Jackson, in accordance with local ordinance.

[Signature page follows.]

IN WITNESS WHEREOF, this Agreement has been executed in duplicate original on the day and in the year first above mentioned.

MAYOR
ATTEST:
RICHARD'S DISPOSAL, INC.
ATTEST:

THE CITY OF JACKSON, MISSISSIPPI

рхнегия:2) 13

EXHIBIT A

City Facilities Collection Schedule [Attached]

(00093032) A-1

EXHIBIT R

Equal Business Opportunity Plan

[Attached]

(610941112) B-1

Facility	Location	Number of Dumpsters/ Garbage Can	Size of Dumpsters	Collection Per Week
Jackson City Complex	200 S. President	1	8	
Mynelle Gardens	4736 S. Clinton Blvd	1	4	2
Virden Teen Center	3159 Edwards Ave	1	8	1
Jones Daycare Center	2050 Martin Luther King Dr.	1	8	1
Ms. Arts Center	201 E. Pascagoula Street	1	8	3
Sykes Park	470 Sykes Park	1	6	2
Smith Wills Stadium	1200 Lakeland Drive	1	HP	5
Battlefield Park	953 W. Porter Street	8	HP	2
Aging Services	326 South Street	1	6	2
TL Love Community Center	2912 Holmes Avenue	1	8	o/c
Virden Park Daycare	3159 Edwards Avenue	1	HP	o/c
Golden Key Community Center	3450 Albermarble Road	1	HP	2
Water Plant	2302 Laurel Street	1	8	2
OB Curtis Water Plant	100 OB Curtis Drive	1	8	2
Engineering Water Maintenance	4225 Michael Avalon	2	8	2
Grove Park Golf Course	1800 Walter Welch	1	8	1
Champion Community Center	1355 Hattiesburg Street	1	HP	1
Sonny Guy Golf Course	3200 Woodrow Wilson	1	8	2
Traffic Engineering	Ford Avenue	1	8	2
Jayne Avenue Community Center	3615 Jayne Avenue	1	8	1
City Vehicle Maintenance	4225 Michael Avalon	1	8	3
Jackson Fire Garage	318 Oakdale	1	8	1
Jackson Fire Dept #1	555 S. West Street	1	4	2
Jackson Fire Station #23	2640 Raymond Rd.	1	HP	2
Jackson Fire Station #16	1400 Lakeland Dr.	1	HP	2
Jackson Fire Station #12	2435 McFadden Rd.	1	HP	2
Jackson Fire Station #14	3801 Lynch Street	1	HP	o/c
Jackson Fire Station #19	5810 Ridgewood Road	1	HP	2
Jackson Fire Station #6	101 Livingston Park Drive	1	HP	2
Jackson Fire Station #11	3860 Terry Road	1	HP	2
Jackson Fire Station #15	4943 Clinton Blvd.	1	HP	o/c
Jackson Fire Station #22	1590 Lakeshore Drive	1	HP	2
Jackson Fire Station #25	4084 N. Siwell Road	1	HP	2
Jackson Fire Station #20	4445 Medgar Evers Blvd	1	HP	2

Jackson Fire Station #24	1240 Wiggins Road	1	HP	2
Jackson Fire Station #3	333 E. Fortification Street	1	HP	2
Jackson Fire Station #5	1810 N. State Street	1	HP	2
Jackson Fire Station #7	4625 N. State Street	1	HP	2
Jackson Fire Station #17	1490 Canton Mart Road	1	HP	2
Jackson Fire Station #21	5381 Watkins Drive	1	HP	2
Jackson Fire Station #10	355 W. Woodrow Wilson	1	HP	2
	Dr.			
Jackson Fire Station #26	2223 Flag Chapel Road	1	HP	0/c
JPD Headquarters	327 E. Pascagoula Street	1	8	4
JPD Precinct #3	3925 Northside Dr.	1	8	1
JPD Training Center	3000 St. Charles Street	1	8	4
JPD Firing Range	1005 E. McDowell Road	1	6	1
JPD Precinct #4	4940 Old Canton Road	1	HP	2
JPD Precinct #1	2941 Terry Road	1	HP	2
COJ Environmental Services	810 Cooper Road	2	HP	0/c
Metrocenter Precinct 2	1000 Metrocenter Dr	1	20yd	1
Parks and Recreation	3880 Bullard	1	20yrd	2
Jackson Zoological Park	2918 W. Capitol St	1	20	2
			yrd	

President Foote recognized **Catoria Martin, City Attorney,** who provided a brief overview of said item.

After a thorough discussion, **President Foote** called for a vote on said item:

Council Member Grizzell moved adoption; Vice President Lee seconded.

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

Absent – Stokes.

Note: Said item failed due to lack of majority vote.

* * * * * * * * * * * * * *

President Foote recognized **Council Member Banks** who moved, seconded by **Vice President Lee** to go into Closed Session to discuss pending litigation. The motion prevailed by the following vote:

Yeas - Banks, Foote, Grizzell, Hartley, Lee and Lindsay.

Nays – None.

Absent – Stokes.

* * * * * * * * * * * * * *

President Foote announced to the public that the Council voted to go into Closed Session to discuss pending litigation.

* * * * * * * * * * * * * *

During Closed Session, **Council Member Banks** moved and **Council Member Lindsay** seconded to go into Executive Session to discuss pending litigation regarding Richard's Disposal, Inc. The motion prevailed by the following vote:

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

Navs – None.

Absent – Stokes.

* * * * * * * * * * * * * *

Council Member Grizzell moved, seconded by **President Foote** to come out of Executive Session. The motion prevailed by the following vote:

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

Nays – None. Absent – Stokes.

* * * * * * * * * * * * * *

President Foote announced that the Council voted to come out of Executive Session and no action was taken.

* * * * * * * * * * * * * *

ORDER DETERMINING THE NEED FOR CONTINUING THE DECLARED LOCAL STATE OF EMERGENCY REGARDING RESIDENTIAL SOLID WASTE COLLECTION.

WHEREAS, on April 12, 2023, the Mayor issued a proclamation of emergency as a result of (1) the consistent failure to award a contract for residential solid waste collection to the vendor selected pursuant to the request for proposals process mandated by Section 31-7-31 (r) of the Mississippi Code of 1972, as amended, and (2) the expiration of the settlement agreement with Richard's Disposal on March 31, 2023, which provided for the collection of residential solid waste; and

WHEREAS, Section 33-15-17(d) allows the mayor of a municipality to proclaim a local emergency and authorizes the governing body of a municipality to review and approve or disapprove the need for continuing the local emergency at its first regular meeting following such proclamation or at a special meeting; and

WHEREAS, Section 33-15-5 (h) defines an emergency as "any occurrence, or threat thereof, whether natural, technological, or man-made, in war or in peace, which results or may result in substantial injury or harm to the population or substantial damage to loss of property;" and

WHEREAS, Section 33-15-5 (g) defines a local emergency as "the duly proclaimed existence of conditions of disaster or extreme peril to the safety of person and property within the territorial limits of a...municipality caused by such conditions as...water pollution...or other natural or man-made conditions, which conditions are or are likely to be beyond the control of the services, personnel, equipment and facilities of the political subdivision and require the combined forces of other subdivisions or of the state to combat;" and

WHEREAS, there has been a consistent failure to award a contract to the vendor selected pursuant to the statutorily mandated procurement process; and

WHEREAS, since April 1, 2023, the City has had no means by which to collect garbage from residences throughout the City, and on April 7, 2023, the Mississippi Department of Environmental Quality sent the City notice that it is not meeting its obligations under state law to provide garbage collection and disposal for its residents, and has violated its Solid Waste Management Plan, which also violates water and air pollution laws due to the uncollected garbage accumulating on City streets; and

WHEREAS, the failure to fulfill its statutory duty to properly collect and dispose of residential solid waste will expose the City to the risk of civil penalties at the rate of up to \$25,000.00 each day residential solid waste remains uncollected and to other legal action by the Mississippi Department of Environmental Quality; and

WHEREAS, pursuant to Section 33-15-17 (b), the City "is authorized to exercise the powers vested under [Section 33-15-1, *et seq.*,] in light of the exigencies of the extreme emergency situation without regard to time-consuming procedures and formalities prescribed by law pertaining to the performance of public work, entering into contracts, the incurring of obligations...and the expenditure of public funds...;" and

WHEREAS, in order to combat the dangers to the public health that have arisen due to residential solid waste remaining uncollected, the City is attempting to contract on an emergency basis for the collection of residential solid waste beginning on April 12, 2023 continuing for period of up to one (1) year.

SPECIAL MEETING OF THE CITY COUNCIL WEDNESDAY, APRIL 12, 2023 1:00 P.M.

91

NOW, THEREFORE, IT IS ORDERED THAT we the governing body of the City of Jackson, Mississippi, pursuant to the authority vested in the body by Section 33-15-17(d) of the Mississippi Code of 1972, as amended, and in the public interest and for the general welfare of the City of Jackson, do hereby **approve** of the continued need for a civil emergency for the entire City of Jackson for the reasons set forth in this Order.

Vice President Lee moved adoption; Coun	ncil Member Lindsay seconded.
said item.	in, City Attorney, who provided a brief overview of
Thereafter, President Foote called for a vot	te on said item:
Yeas – Grizzell, Lee and Lindsay. Nays – Banks, Foote and Hartley. Absent – Stokes.	
Note: Said item failed due to lack of a major	ority vote.
* * * * :	* * * * * * * * *
There were no reports/announcements provi	ided during the meeting.
* * * *	* * * * * * * * *
_	pefore the City Council, it was unanimously voted to g at 2:30 p.m. on April 18, 2023. At 2:57 p.m., the
PREPARED BY:	APPROVED:
CLERK OF COUNCIL	COUNCIL PRESIDENT DATE
	MAYOR
	ATTEST:
	CITY CLERK

BE IT REMEMBERED that a Special Meeting of the City Council of Jackson, Mississippi, was called by a majority of the City Council Members and notices having been placed by the Clerk of Council at 1:00 p.m. Monday, April 17, 2023 in the Clerk of Council's Office, electronic notifications to all Council Members, on the City's website and on the public bulletin board in City Hall, relative to: (1) Order approving an emergency Solid Waste Collection and Hauling Agreement with Richard's Disposal, Inc. for a term commencing April 19, 2023 through March 31, 2024. The meeting was convened in the Council Chambers located at 219 S. President Street at 3:00 p.m. on March 30, 2023 being the fifth Thursday of said month, when and where the following things were had and done to wit:

Present: Council Members: Ashby Foote, Council President, Ward 1, Angelique

Lee, Council Vice President, Ward 2; Brian C. Grizzell, Ward, Vernon Hartley, Ward 5, Aaron Banks, Ward 6 and Virgi Lindsay, Ward 7. Directors: Mayor Chokwe Antar Lumumba, Shanekia Mosley-Jordan, Clerk of the Council, Sabrina Shelby, Chief Deputy Clerk of Council and

Catoria Martin, City Attorney.

Absent: Kenneth I. Stokes, Ward 3.

* * * * * * * * * * * * * *

The meeting was called to order by **President Foote.**

* * * * * * * * * * * * * *

The Council recited the Pledge of Allegiance.

* * * * * * * * * * * * * *

ORDER APPROVING AN EMERGENCY SOLID WASTE COLLECTION AND HAULING AGREEMENT WITH RICHARD'S DISPOSAL, INC. FOR A TERM COMMENCING APRIL 19, 2023 THROUGH MARCH 31, 2024.

WHEREAS, the City of Jackson previously had a long-term Agreement for Solid Waste Collection Services that expired on September 30, 2021; and

WHEREAS, in March 2021, the City of Jackson issued a Request for Proposals for Solid Waste Collection and Hauling Services to obtain a new contract to provide residential solid waste collection services for the City; and

WHEREAS, the City received responses to that Request for Proposals (RFP), negotiated contracts with the vendors submitting proposals, but was unable to obtain approval of a new agreement for solid waste collection and hauling services; and

WHEREAS, on September 30, 2021, the Mayor proclaimed the existence of a local emergency, pursuant to his authority under Section 33-15-17 of the Mississippi Code of 1972, as amended; and

WHEREAS, following the emergency proclamation, the City entered into an emergency contract with Waste Management of Mississippi, Inc. for a term of six (6) months; and

WHEREAS, the City issued another Request for Proposals in October 2021 according to the statutorily-mandated requirements of Section 31-7-13 (r) of the Mississippi Code of 1972, as amended; and

WHEREAS, again, the City received responses to the RFP, negotiated a contract with the duly selected proposer, but was unable to obtain approval of a new agreement for solid waste collection and hauling services; and

WHEREAS, on February 17, 2022, the Mayor proclaimed the existence of a local emergency, pursuant to his authority under Section 33-15-17 of the Mississippi Code of 1972, as amended; and

Consent Agenda Item No. 6 May 9, 2023 (S.Jordan, Foote) **WHEREAS,** after ensuing litigation about the validity of an emergency solid waste collection Agreement with Richard's Disposal, Inc., the matter was settled and provided solid waste collection services from Richard's Disposal, Inc. through March 31, 2023; and

WHEREAS, the settlement that provided solid waste collection services has now expired without a new permanent contract being awarded and the City has been without garbage collection services for nearly two weeks; and

WHEREAS, garbage is now piling up on some streets throughout the City which is creating a hazard to human health and the environment; and

WHEREAS, the City instituted a temporary solution whereby it set up a residential garbage drop off location in the Metrocenter parking lot on Thursdays and Fridays and at the Byram Rubbish Facility on Saturdays; and

WHEREAS, on April 7, 2023, the Mississippi Department of Environmental Quality wrote the City advising that its temporary solution does not meet the City's obligations under state law to provide garbage collection and disposal for its residents, violates the City's Solid Waste Management Plan, and violates water and air pollution laws due to the uncollected garbage accumulating on City streets; and

WHEREAS, the City does not have the manpower and equipment to locate dumpsters throughout the City and provide for their timely pick up and disposal of the garbage accumulated in these dumpsters; and

WHEREAS, due to the threat to human health and the environment from garbage that is accumulating on City streets, the rejection of the City's proposed temporary solution by MDEQ, and the potential for fines as a result of violations of laws of the state of Mississippi, the Mayor is proposing an Emergency Solid Waste Collection Agreement with Richard's Disposal, Inc.; and

WHEREAS, on April 17, 2023, the Mayor and members of the City Council reached an agreement memorialized in the Final Agreed Judgment, enter in *City Council vs. Lumumba*, 23-cv-103, Hinds Chan., 1st Jud. Dist., a copy of which is attached hereto, that provides for this Emergency Agreement with Richard's Disposal, Inc.; and

WHEREAS, the Emergency Agreement with Richard's Disposal, Inc. provides the same services that were being provided under the settlement agreement that expired March 31, 2023; and

WHEREAS, this Emergency Agreement establishes a monthly rate of \$808,035.00 beginning April 19, 2023 through March 31, 2024, (with the month rate for April 2023 being prorated to \$323,214.00 to account for the April 19, 2023 contract start date); and

WHEREAS, the Contractor will provide twice per week collection of garbage using the customer's Approved Garbage Container, which under the Emergency Agreement means a bag (so long as it and its contents do not exceed sixty (60) pounds) or a metal or plastic can of not less than ten gallons nor more than 30-gallon capacity, fitted with a closely fitting cover, which are the same terms described in the emergency contract; and

WHEREAS, the Contractor will collect up to two (2) items of bulk waste from the curbside of each residential unit located in the City once each week, which are the same terms described in the emergency contract; and

WHEREAS, the Contractor will collect all containerized yard debris and up to two (2) cubic yards of uncontainerized yard debris, excluding leaves and yard clippings, from the curbside of each residential unit located within the City of Jackson once each week, which are the same terms described in the emergency contract; and

WHEREAS, at no additional charge, the Contractor will collect solid waste from municipal buildings and facilities in accordance with the City Facilities Collection Schedule set forth in the Emergency Agreement, which are the same terms described in the emergency contract; and

WHEREAS, at no additional charge, the Contractor will provide monthly roll off services, which is the same term described in the emergency contract; and

WHEREAS, the Emergency Agreement provides that Contractor shall bill the City for services rendered within ten (10) days following the end of the month in which services are rendered and the City shall pay Contractor on or before the 25th day following the end of such month, which is the same term described in the emergency contract; and

WHEREAS, former Mississippi Supreme Court Justice Jess Dickinson, sitting by appointment of the Mississippi Supreme Court, issued a final judgment that held, in pertinent part, as follows, "The Council has no authority to amend the Mayor's order declaring a local emergency, and instead, after the Mayor declares a local emergency the Council is required to approve or disapprove the proclamation..."; and

WHEREAS, the Emergency Agreement with Richard's Disposal, Inc. for the period of April 19, 2023 through March 31, 2024, which is attached hereto, should be approved to remedy the absence of residential solid waste collection for City of Jackson residents and comply with Mississippi state law.

IT IS, THEREFORE, ORDERED that the Final Agreed Judgment in City Council vs. Lumumba, 23-cv-103, Hinds Chan., 1st Jud. Dist., attached hereto and spread upon the minutes, is hereby ratified.

IT IS FURTHER ORDERED that the Emergency Agreement for Solid Waste Services with Richard's Disposal, Inc., dated April 18, 2023, attached hereto and spread upon the minutes, is approved.

Case: 25CH1:23-cv-00103 Document #: 19



IN THE CHANCERY COURT OF HINDS COUNTY, MISSISSIPPIE EARCAR FIRST JUDICIAL DISTRICT

THE CITY COUNCIL OF JACKSON, MISSISSIPPI

CAUSE NO. 25CH1:23-ev-00103

CHOKWE A. LUMUMBA, IN HIS OFFICIAL CAPACITY AS MAYOR OF THE CITY OF JACKSON

DEFENDANT

PLAINTIFF

AGREED JUDGMENT

THIS CAUSE is before this Court via the Complaint filed by Plaintiff The City Council of Jackson, Mississippi. This Court, now finds and orders the following Judgment:

The Mayor of the City of Jackson will declare an Emergency, based on the City's lack of solid waste collection services:

The Mayor and the City Council of the City of Jackson will enter into a twelve-month contract with Richard's Disposal, Inc., with the following terms:

The rate charged by Richard's Disposal, Inc. will be a monthly rate of \$808,035.00 (eight hundred eight thousand thirty-five dollars and 00/100%

The contract will be a term of twelve months, beginning on April 19, 2025, and continuing until March 31, 2024;

Payment for the month of April 19, 2023, will be proposed at the amount of \$323,214.00;

All other terms of the contract will be identical to the February 2022 proposed Emergency

Contract signed by the Mayor of the City of Jackson, Mississippi and by Richard's Disposal, Inc. (the

"Emergency Contract"); and

The contract is subject to the approval of the City Council of Jackson, Mississippi, to be voted on at a council meeting noticed for April 18, 2025.

This is a final judgment.

SO ORDERED AND ADJUDGED, this the 17th day of April, 2023.

CHANCELLOR DAVID CLARK

Agreed to b ø

DREW M. MARTIN, MSB 101045 CATORIA MARTIN, MSB 103938 OFFICE OF THE CITY ATTORNEY 455 EAST CAPITOL ST.

P.O. BOX 277

JACKSON, MS 59207-2779 PHONE: (601) 960-1799 FAX: (601) 960-1756

Coursel for the City of Jackson

Marter FELD IA PERKINS, ESQ Mississippi Bar Number 10078 JESSICA AVERS, ESQ.

LAW OFFICE OF FELECIA PERKINS, P.A.

Poet Office Box 21 Jackson, MS 39205-0021 Office: (601) 352-5053 felocia@felociaperkins.com jessica@feleciaperkins.com

Counsel for Mayor Cholove A. Lamomba. M.C.S.

JOHN P. SCANLON, MSB 101943 JOHN P. SCANLON, MSB 101943 JERRY L. MILLS, MSB 3324 MILLS, SCANLON, DYE & PITTMAN 800 AVERY BLVD., NORTH, SUITE 101 RIDGELAND, MS 39157

PHONE: (601) 957-2600 FAX: (601) 957-7440 Counsel for City Council.

DESHUN MARTIN, MSB 101526 MARTIN & MARTIN, P.A. 228 E. CAPITOL STREET JACKSON, MS 39201 PHONE: (601) 355-0955 FAX: (601) 355-0957

MINUTE BOOK 6X

EMERGENCY AGREEMENT FOR SOLID WASTE SERVICES BETWEEN THE CITY OF JACKSON, MISSISSIPPI AND

RICHARD'S DISPOSAL, INC.

This Agreement made and entered into on this the 18th day of April, 2023, by and between the City of Jackson, Mississippi, hereinafter referred to "City" and Richard's Disposal, Inc., a corporation, hereinafter referred to as "Contractor". This Agreement is entered into pursuant to the statutory authority outlined in Miss. Code Ann. §§ 33-15-17 and 33-15-31 and the Mayoral Proclamation of Local Emergency for Residential Garbage Collection issue by Mayor Chokwe Lumumba, Jr. April 18, 2023.

WITNESETH

WHEREAS, the City is desirous of securing solid waste collection services from Contractor, and

WHEREAS, Contractor desires to provide solid waste collection services to the City;

NOW, THEREFORE, it is hereby agreed as follows:

DEFINITIONS:

- APPROVED GARBAGE CONTAINER Approved Garbage Container 1.1 shall mean a Bag (so long as it and its contents do not exceed sixty (60) pounds) or a metal or plastic can of not less than ten gallons nor more than 30-gallon capacity, fitted with a closely fitting cover.
- BAG-A plastic suck designed to store and enclose Garbage with sufficient wall strength to maintain physical integrity when lifted by its top.
- BULK WASTE Stoves, refrigerators, water tanks, washing machines, furniture, mattresses, and other waste materials, other than Construction and Demolition Debris and Hazardous Waste, with weights or volumes that preclude or complicate their handling by normal solid waste collection, processing, or disposal methods.
- COLLECTION The act of removing solid waste from a Residential Unit.
- COMMERCIAL SOLID WASTE All types of solid waste generated by stores, offices, restaurants, warehouses, and other non-manufacturing activities, excluding residential and industrial waste.
- CONSTRUCTION AND DEMOLITION WASTE Solid waste resulting from construction, remodeling, repair, or demolition operations on buildings, or other structures, including inert debris, land-clearing debris, or used
 - asphalt, asphalt mixed with dirt, sand, gravel, rock, concrete, or similar material.
- GARBAGE All patrescible and non-patrescible waste generated from normal (non-storm related) household and office maintenance, including animal offal and carcasses of less than ten (10) pounds in weight except those slaughtered for human consumption; every accumulation of waste that results from the preparation, processing, consumption, dealing in, handling, packing, camsing, storage, transportation, decay or decomposition of meats, fish, fowl, birds, fruits, grains or vegetable matter, including, but by no way of limitation, used tin cans and other food containers; and all putrescible or decomposable waste or vegetable matter which is likely to attract flies or rodent, but excluding sewage, human waste, and animal waste.
- HAZARDOUS WASTE Any chemical, compound, mixture, substance or article which is designated by the United States Environmental Protection Agency or appropriate agency of the State to be "hazardous" as that term is defined by or pursuant to Federal or State law or regulations.
- PERSON Any individual, corporation, association, partners government, state agency, federal agency, or other legal entity
- 1.10 RESIDENTIAL UNIT A free standing structure within the Service Area constructed for use as a residence and occupied by a person or group of persons comprising a family. A Residential Unit shall be deemed occupied when either water or domestic light and power services are being supplied thereto. Each unit of an apartment or condominium dwelling consisting of four (4) or less living units, whether single or multi-level construction, shall be treated as a Residential Unit.
- SERVICE AREA The area within the city limits of the City of Jackson, Mississippi, including any annexed areas.
- SOLID WASTE DISPOSAL SITE A facility at which municip waste can be disposed, including a landfill and transfer station.
- 1.13 YARD DEBRIS Refers to grass, weeds, leaves, tree and shrubbery pruning and other similar materials generated in the maintenance of lawn and gardens, which are separated from other solid waste.

The term of this emergency Agreement shall begin April 19, 2023, "Commencement Date") and continue through March 31, 2024 (the "T of the Agreement.

3. SERVICES

- 3.1 General Services. Contractor agrees, in accordance with the terms and conditions of this Agreement, to furnish all services and equipment necessary for the collection and transportation of Garbage, Yard Debris, and Bulk Waste from Residential Units located within the Service Area to the Solid Waste Disposal Sites designated in Section 14.1.
- 3.2 Garbage. Contractor shall collect Garbage from the curbside of all Residential Units located within the Service Area at a frequency of two (2) times per week.
- 3.3 Bulk Waste. Contractor shall collect up to two (2) items of Bulk Waste from the curbside of each Residential Unit located within the Service Area at a frequency of one (1) time per week.
- 3.4 Yard Debris. Contractor agrees to collect all containerized Yard Debris and up to two (2) cubic yards of uncontainerized Yard Debris, excluding leaves and yard clippings, from the curbside of each Residential Unit located within the Service Area at a frequency of one (1) time per week. Contractor shall not be responsible for the collection of leaves and grass elippings that are not containerized, nor shall Contractor be responsible for collecting more than two (2) cubic yards of uncontainerized Yard Debris from any Residential Unit on the designated collection day for such Residential Unit. Should Contractor suspect that a Residential Unit has placed more than two (2) cubic yards of uncontainerized Yard Debris, Contractor shall notify the City, within twenty-four (24) hours, of the location of such Residential Unit. Contractor and the City shall make a mutual determination of whether a Residential Unit has placed more than two (2) cubic yards of uncontainerized Yard Debris for collection. Should the parties determine that a Residential Unit placed more than two (2) cubic yards of uncontainerized Yard Debris for collection. Should the parties determine that a Residential Unit placed more than two (2) cubic yards of uncontainerized Yard Debris from such Residential Unit. The City shall then collect such Yard Debris from such Residential Unit. The City shall then collect such Yard Debris in accordance with the Jackson Code of Ordinances of the City.
- 3.5 Municipal Buildings and Facilities. At no additional charge to the City, Contractor shall collect solid waste from municipal buildings and facilities in accordance with the City Facilities Collection Schedule set forth on Ethibit A, which shall identify (i) the municipal buildings and facilities to which collection services will be provided; (ii) the frequency of collection; and (iii) the number and size of

containers to be provided to each municipal building and facility for collection of solid waste.

3.6 [Reserved)

- 3.7 Monthly Roll-Off Services. At no additional charge to the City, one day each month, Contractor shall deliver one (1) thirty (30) cubic yard roll-off container to each of the seven (7) wards of the City for the collection of solid waste and Bulk Waste from the residents of the City. The City shall designate the date and specific location that each roll-off container is to be delivered. Bach roll-off container shall be available to the City and residents of the City between the hours of 7 a. m. and 5 p. m. on the date selected by the City, after which, Contractor will transport any waste collected to the Waste hidanagement Transfer Station located on Country Club Road, located within the City. The City shall be responsible for providing personnel at each location to monitor the delivery of solid waste and Bulk Waste. The City is responsible for paying the disposal charges, as well as charges for any additional services requested by the City, related to the monthly roll off services.
- 3.8 Storm Debris. Contractor shall not be responsible for the collection or disposal of any increased volume of waste resulting from a flood, hurricane or similar or different acts of God over which Contractor has no control. In the event of such a flood, hurricane or other act of God, Contractor and the City shall negotiate the payment to be made to Contractor for additional services, if Contractor and City agree that the increased volume is to be handled by Contractor. Further, if the City and Contractor reach such an agreement, the City shall grant Contractor variances in routes and schedules as deemed necessary by Contractor.
- 3.9 Discontinuance of Services. Contractor shall discontinue collection service at any location set forth in a written notice sent to Contractor by the City. Upon further notification by the City, Contractor shall resume collection on the next regularly scheduled collection day. The City shall indemnify, and hold Contractor harmless from any claims, suits, damages, liabilities or expenses resulting from Contractor's discontinuing service at any location at the direction of the City.

4. HOUSE COUNT

- 4.1 Initial House Count: For purposes of this emergency contract all parties agree the house count, based on the number of habitable structures, is set at 53,869.
- 4.2 [Reserved].
- [Reserved].

6. POINT OF CONTACT

All dealings, contacts, etc., between Contractor and the City shall be directed by Contractor to the Solid Waste Division Manager or the designee of the Solid Waste Division Manager.

7. CONTAINERS

- 7.1 Approved Garbage Containers. Contractor is not responsible for providing Approved Garbage Containers to Residential Units.
- 7.2 Required Use. Contractor is not responsible for collecting Garbage from Residential Units that is not contained within an Approved Garbage Container.

8. EXTRAORDINARY WASTE MATERIALS

Contractor shall not be responsible for the collection of Hazardous Wastes, body wastes, animal waste, abandoned vehicles, vehicle parts, Construction and Demolition Waste, Commercial Solid Waste, large equipment (other than "Bulk Waste"), or dead animals over ten (10) pounds under the terms of this Agreement.

9. OFFICE AND TELEPHONE CONTACT

Contractor shall maintain an office and service facilities through which it may be contacted without charge by telephone. The office shall be equipped with sufficient telephones and shall have responsible personnel in charge from 8:00 a.m. until 5:00 p.m., Monday through Friday.

10. COMPENSATION

- 10.1 Compensation for Collection and Hauling Services. As compensation for the collection and hauling of Garbage, Bulk Waste, and Yard Debris, the City shall pay to Contractor the sum of \$808,035.00 per month for services described in Sections 3 and 4. The rate for the month of April 2023 will be proruted to \$323,214.00 to account for the start date of April 19, 2023. Such monthly compensation does not include the cost of disposal charged by the Solid Waste Disposal Sites, which shall be billed in accordance with Section 14.2.
- 10.2 Taxes and Surcharges. In the event that Contractor becomes liable

for or is required to pay any governmental tax or surcharge in connection with the services provided for under the terms of this Agreement, such tax or surcharge shall be the responsibility of the City and shall be payable to Contractor in addition to Contractor's normal monthly compensation.

10.3 Submission and Payment of Bills. Contractor shall bill the City for services rendered within ten (10) days following the end of the month in which services are rendered and the City shall pay Contractor on or before the 25th day following the end of such month.

11. PERFORMANCE BOND:

Within five (5) days of receipt of a fully executed Agreement by Contractor and Notice to Proceed from the City of Jackson, Contractor shall furnish and provide a performance bond in the amount of One Million Dollars (\$1,000,000.00) to secure Contractor's performance of this Agreement. The bond shall remain in full force and effect for the duration of the Agreement and shall be valid and irrevocable for the duration of the Agreement.

The bond shall serve as security for the faithful performance of this Agreement and shall not be released until expiration of this Agreement. A duly authorized surety company, licensed and doing business in Mississippi and countersigned by a resident agent, shall issue the surety on such bond. The performance bond shall be procured at Contractor's expense. The City reserves the right to review the bond and require Contractor to provide a substitute bond, at Contractor's expense, in such form as the City may reasonably require. The City further reserves the right to require Contractor, at Contractor's expense, to provide an updated bond based upon the value of the contract and the services performed. The bonds must specifically refer to this Agreement and shall bind the surety to all the terms and conditions of this Agreement.

12. HOURS AND DAYS OF OPERATION

Residential route collection shall not begin prior to 7:00 a.m. each day or continue after 9:00 p.m. Exceptions to collection hours shall be effected only upon the mutual agreement of the City and Contractor, or when Contractor reasonably determines an exception is necessary in order to complete collection on an existing collection route due to unusual circumstances. Contractor will not be responsible for providing service on the following holidays:

New Year's Day Thanksgiving Day Christmas Day Dr. Martin Luther King's Birthday Independence Day

6

Contractor is not required to provide a make-up day to collect solid waste from Residential Units affected by the cancellation of services on the foregoing holidays. Without limiting the foregoing, Contractor shall be responsible for publicizing (and the expense of publishing) any changes in collection schedules due to holiday observance. Proper publicizing will include the placement of advertisements or public service amounteements serving the affected area.

13. INDEMNITY

Contractor shall indemnify and save hamnless the City, its officers, agents, servants, and employees, from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, and attorney's fees solely resulting from a willful or negligent act or omission of Contractor, its officers, agents, servants, and employees in the performance of this Agreement as determined by a court of competent jurisdiction, provided, however, that Contractor shall not be lisble for any suits, actions, legal proceedings, claims, demands, damages, costs, expenses and attorneys' fees arising out of the sward of this Agreement or for a willful or negligent act or omission of the City, its officers, agents, servants and employees.

14. DISPOSAL

14.1 Designated Disposal Sites and Processing Facilities. All Garbage, Bulk Waste, and Yard Debris collected by Contractor shall be delivered by Contractor to the Waste Management Clearview Landfill located in Scott County, Mississippi or to Waste Management's MDEQ-permitted Transfer Station in the City of Jackson. The City has the authority to require that Garbage, Bulk Waste, and Yard Debris be delivered to such other Solid Waste Disposal Sites or Materials Processing Facilities as the City may designate, provided, however, that in such event, Contractor's compensation shall be subject to adjustments as addressed in Section 10.

14.2 Disposal Charges. The City shall be responsible for all disposal charges applicable to the disposal of waste at the Solid Waste Disposal Sites identified in Section 14.1 or otherwise designated by the City, and any such charges paid by the Contractor, plus a reasonable margin, will be billed to the City separately from the compensation set forth in Section 10.1 and will be paid by the City.

INSURANCE

During the Term of this Contract, Contractor shall maintain in full force and effect the following minimum insurance:

Coverage

Limits of Liability

Workmen's Compensation Employer's Liability Bodily Injury Liability except Automobile Property Durage Liability except automobile Automobile Bodily Injury Liability Automobile Property Durage Liability Excess Umbeella Liability Statutory \$ 500,000.00 \$1,000,000.00 each occurrence \$2,000,000.00 aggregate \$1,000,000.00 each occurrence \$1,000,000.00 aggregate \$1,000,000.00 each person \$2,000,000.00 each occurrence

\$1,000,000.00 each occurrence \$5,000,000.00 each occurrence

8

Contractor shall provide proof of existence of said policies to the City prior to the Commencement Date of the Agreement. The City shall be included as an additional insured on the comprehensive general liability and automobile liability policies.

16. LOCATION OF COLLECTION

Approved Garbage Containers shall be placed in a location that is readily accessible to Contractor and its equipment, not to exceed five (5) feet from the curb or edge of the traveled portion of road or street. The City will aid Contractor in resolving problems relating to the location of Approved Garbage Containers.

17. SERVICE INQUIRIES

All complaints shall be made directly to Contractor. Contractor shall give all complaints prompt and courteous attention. In the case of an alleged missed schedule collection, Contractor shall investigate and if such allegations are verified, shall arrange for collection within twenty-four (24) hours of the time the complaint was received.

Contractor shall maintain forms or a log indicating the time a complaint or request is received, the nature of the complaint or request, and the disposition of same. Such records shall be available for the City's inspection at all times during normal working hours.

Contractor shall furnish to the City on a monthly basis:

- A. A report of the service locations not served on the regularly scheduled service day during the preceding month and the reason service could not be provided.
- B. A report of complaints received during the preceding month and the resolution of these complaints. The City may require Contractor to make personal supervisory contact to resolve a service complaint.

18. NOTIFICATION OF CUSTOMERS

Contractor shall notify all customers about complaint procedures, changes in services, days of collection and other information regarding the services provided by the Contractor under this Agreement. Except for holiday service changes, Contractor and City shall agree on all service changes thirty (30) days prior to any change in service. Except for holiday changes, the Contractor shall notify all affected customers thirty (30) days prior to the change. The method of customer notification shall be a combination of door hanger, mailing and/or media advertising approved by the City. To the extent there are services changes from the _existing service, within ten (10) days of the execution of this

Agreement, the Contractor shall deliver printed information about its services under this Agreement to every Residential Unit pursuant to the methods of notification set forth herein.

19. CONTRACTOR'S PERSONNEL

- 19.1 Contractor shall assign a qualified person to be in charge of its performance of this Contract.
- 19.2 Contractor's collection employees shall wear a uniform and shirt bearing Contractor's name and the name of the individual employee.
- 19.3 Each employee shall, at all times, carry a valid driver's license for the type of vehicle he is driving.
- 19.4 Contractor shall provide operating and safety training for all personnel.
- 19.5 No person shall be denied employment by Contractor for reasons of age, race, sex, creed, or religion or national origin.

FORCE MAJEURE.

From and after the Commencement Date, Contractor's performance hereunder may be suspended and its obligations hereunder excused in the event and during the period that such performance is prevented by a cause or causes beyond the reasonable control of Contractor. Such causes may include, by way of example and not limitations, acts of God, acts of war, riot, fire, explosion, accident, flood or sabotage; lack of adequate fuel, power or naw materials, judicial administrative or governmental laws, regulations, requirements, rules, orders or actions; injunctions or restraining orders; the failure of any governmental body to issue, grant, or the suspension or revocation or modification of any license, permit or other authorization necessary for the services envisioned by this Agreement; national defense requirements, labor strike, lockout or injunction.

21. PERMITS AND LICENSES

Contractor shall obtain at its own expense all permits and licenses required by law or ordinance and maintain same in full force and effect.

22. TERMINATION

Except as otherwise provided herein, if either party breaches this Agreement or defaults in the performance of any of the covenants or conditions contained herein for fifteen (15) days after the other party has given the party breaching or defaulting written notice of such breach or default, unless a longer period of time is required to cure such breach or default and the party breaching or defaulting shall have commenced to cure such breach or default within said period and

pursues diligently to the completion thereof, the other party may: (a) terminate this Agreement as of any date which the said other party may select provided said date is at least thirty (30) days after the fifteen (15) days in which to cure or commence curing; (b) cure the breach or default at the expense of the breaching or defaulting party; and/or (c) have secourse to any other right or remedy to which it may be entitled by law, including, but not limited to, the right for all damage or loss suffered as a result of such termination. In the event either party waives default by the other party, such waiver shall not be construed or determined to be a continuing waiver of the same or any subsequent breach or default.

23. EXCLUSIVE CONTRACT

Contractor shall have the sole and exclusive right to provide residential solid waste collection services for and on behalf of the City. This Agreement shall not constitute a franchise or exclusive right to collect solid waste from other commercial, institutional and industrial units within the City.

24. NOTICE

A letter addressed and sent by certified United States Mail to either party at the business address specified shall be sufficient notice whenever required for any purpose in this Contract. Also, the address designated at this address may be changed from time to time by written notice sent by Certified United States Mail as provided herein.

City: City of Jackson

Attn: Mayor 219 South President Street Jackson, Mississippi 39201

with a copy to:

City Attorney Office of the City Attorney 455 East Capitol Street Jackson, Mississippi 39201

and:

Public Works Director Warren Hood Administration Building 200 South President Street Jackson, Mississippi 39201

Contractor

Mr. Alvin Richard Richard's Disposal, Inc. 11600 Old Gentilly Road New Orleans, Louisiana 70129

with a copy to:

John L. Walker, Esq. Walker Group, PC P.O. Box 22849 Jackson, Mississippi 39225-2849

25. MODIFICATION

This Contract constitutes the entire contract and understanding between the parties hereto, and it shall not be considered modified, altered, changed or amended in any respect unless in writing and signed by the parties hereto.

26. COMPLIANCE WITH LAWS

Contractor shall conduct operations under this Contract in compliance with all applicable laws, provided, however, that the terms of this Contract shall govern the obligations of Contractor where conflicting ordinances exists.

27. LAW TO GOVERN

This Contract shall be governed by the laws of the State of Mississippi both as to interpretation and performance.

28. SUCCESSORS AND ASSIGNS

This Agreement may not be assigned by any party without the prior written consent of the other part. This Agreement shall inure to the benefit of and be binding upon the successors and permitted assigns of the parties hereto.

29. MINORITY/ WOMEN BUSINESS ENTERPRISE PARTICIPATION:

Contractor agrees that it will strive to comply with the Equal Business Opportunity Plan attached hereto as Exhibit B. Contractor shall provide monthly reports to the EBO Office, City of Jackson, in accordance with local ordinance.

IN WITNESS WHEREOF, this Agreement has been executed in duplicate original on the day and in the year first above mentioned.

(0000003) 13

EXHIBIT A

City Facilities Collection Schedule [Attached]

(8080000) A-1

EXHIBIT B

Equal Business Opportunity Plan [Attached]

(XXIAC143.2) B-1

<u>Exhibit A</u>
Solid Waste Collection for City Facilities

Facility	Location	Number of Dumpiten/ Garbage Can	Size of Dumpiters	Collection Per Week
Jackson City Complex	200 S. President	1	8	5
Mynelle Gardens	4736 S. Clinton Blvd	1	4	2
Virden Teen Center	3159 Edwards Ave	1	8	1
Jones Daycare Center	2050 Martin Luther King Dr.	1	8	1
Ms. Arts Center	201 E. Pascagoula Street	1	8	3
Syloss Park	470 Sylves Park	1	6	2
Smith Wills Stadium	1200 Lakeland Drive	1	HP	5
Battlefield Park	953 W. Porter Street		HP	2
Aging Services	326 South Street	1	6	2
TL Love Community Center	2912 Holmes Avenue	ī		o/c
Virden Park Daycane	3159 Edwards Avenue	1	HP	o/c
Golden Key Community Center	3450 Albermarble Road	1	HP	2
Water Plant	2302 Laurel Street	1	8	2
OB Curtis Water Plant	100 OB Curtis Drive	1	8	2
Engineering Water Maintenance	4225 Michael Avaion	2	8	2
Grove Park Golf Course	1800 Walter Welch	1	8	1
Champion Community Center	1355 Hettlesburg Street	1	HP	1
Sonny Guy Golf Course	3200 Woodrow Wilson	1	8	2
Traffic Engineering	Ford Avenue	1	8	2
Jayne Avenue Community Center	3615 Jayne Avenue	1	8	1
City Vehicle Maintenance	4225 Michael Avaion	1	8	3
Jackson Fire Garage	318 Oakdale	1	8	1
Jackson Fire Dept #1	555 S. West Street	1	4	2
Jackson Fire Station #23	2640 Raymond Rd.	1	HP	2
Jackson Fire Station #16	1400 Lakeland Dr.	1	HP	2
Jackson Fire Station #12	2435 McFedden Rd.	1	HP	2
Jackson Fire Station #14	3801 Lynch Street	1	HP	o/c
Jackson Fire Station #19	5810 Ridgewood Road	1	HP	2
Jackson Fire Station #6	101 LMingston Park Drive	1	HP	2
Jackson Fire Station #11	3860 Terry Road	1	HP	2
Jackson Fire Station #15	4943 Clinton Blvd.	1	HP	o/c
Jackson Fire Station #22	1590 Lakeshore Drive	1	HP	2
Jackson Fire Station #25	4084 N. Siwell Road	1	HP	2
Jackson Fire Station #20	4445 Medgar Evens Blvd	1	HP	2

Jackson Fire Station #24	1240 Wiggins Road	1	HP	2
Jackson Fire Station #3	333 E. Fortification Street	1	HP	2
Jackson Fire Station #5	1810 N. State Street	1	HP	2
Jackson Fire Station #7	4625 N. State Street	1	HP	2
Jackson Fire Station #17	1490 Canton Mart Road	1	HP	2
Jackson Fire Station #21	5381 Watkins Drive	1	HP	2
Jackson Fire Station #10	355 W. Woodrow Wilson Dr.	1	HP	2
Jackson Fire Station #26	2223 Flag Chapel Road	- 1	HP	e/e
JPD Headquarters	327 E. Pascagoula Street	1	8	4
JPD Precinct #3	3925 Northside Dr.	1	8	1
JPD Training Center	3000 St. Charles Street	- 1	8	4
JPD Firing Range	1005 E. McDowell Road	1	6	1
JPD Precinct #4	4940 Old Canton Road	1	HP	2
JPD Precinct #1	2941 Terry Road	1	HP	2
COJ Environmental Services	810 Cooper Road	2	HP	o/e
Metrocenter Precinct 2	1000 Metrocenter Dr	1	20yd	1
Parks and Recreation	3880 Bullard	1	20yrd	2
Jackson Zoological Park	2918 W. Capitol St	1	20 yrd	2

ExhibitB

EQUAL BUSINESS OPPORTUNITY (EBO) PLAN

CITY OF JACKSON, MISSISSIPPI EQUAL BUSINESS OPPORTUNITY PLAN

APPLICATION

1.	Company Name: Richards Disposal, Inc.
	Telephone CND 241-2142
	Emil Supporterichardsdisposalicon
X.	BIR Necre and Number Regionst for Proposil for Solid Waste Calleton
DIF.	PROPOSED MENORITY AND/OR FEMALE SUBCONTRACTORS: (SEE A /TACHMENTS) If a prime contractor willow one or more gamilies; in satisfy its EBO contractor, oil

MSE or FSM supplies participation will be credited in assortance to Section FSC(Q) of the EBO Encounter Order No. 2014-1

IV. WAIVER REQUISITED. Street felt to more plate at gli 4th 880 Pertugation Code data for two and false the description lates to people 450000 States and The Vision Summer' death for substituted on company terrelated to the EBO Officer).

* The biblioriofitron shall avoide the following as evidence of its good fieth offices and will

be evaluated on the same

- Cupies of written notification to MSEs and fillfile soliciting their participation on a unbondractor.
- (b) Evidence of efforts made to divide the work into economically feasible units in order to increase the Bird Food of meeting the EBO participation graft.
- (c) Evidence of efforts made to regotiate with MBBs and/or FBEs, including, at a principal.
 - The reason, addresses, and telephone resolvers of the MBE and FBEs who were contacted.
 - A description of the information provided to MBEs and FREs regarding the pines and specifications for portions of the work to be performed.

Revised 5/29/2015, SLC ab

- A statement of measure why editional agreements with MREs and FBEs, if enoded to mean the stated grade, were not meaterd.
- Evidence of efforts made to assist the MBDs and FBEs contented who and assistance is obtaining bonding and instrumen which the hidder or offeror remains.
- For each MBB and FBE contacted which the bidder or offeror contidered to be any qualified, lockade a written statument of the resonative the bidder's or offeror's apachation.
- Written quotes soficited from all MBEs and FBEs seeking subcontract and with Prime Contention at the time of the NAMes.
- A subsective with augmenting decorrectation and afficiently indicating whether the officery has used MSEs and/or FSEs as joint venture parties or information in past or present private sector contacts in Asiana.

*If you are weakle to Evente on MBFIFBE, please contact the Business Development

VI. Minority and Pensale Business Categories Actual Participation for this Bid/Office/Proposal

(*Please list your MBE and FBE Project Participation percentages (%) in the Tubic below.)

PROCUREMENT CATEGORY	Autor GARRO	African American (AABII)	Hispanic (HRIC)	Acceptant (NABE)	Female (PSE)
A/E & Peoblesie of Services					
Construction					
Goods & Non-Professional Services		6,78			3.03

VII. REPLACEMENT OF MBE/FDE

If an MESS or FRS. in our performing natioflation(s), it is the responsibility of the Prices Continues and the SERO CEEs insural finishing hosts in working and by phone. All MESS the physiconsorts many be appropriately the Equal Brainness Copyrimently Review Controlled (EECRC). If these steps are no makes this well on the results of the Controlled Cees and the Cees and

Newhood 5/39/2003, SLC 10

VIII. CERTIFICATION

I certify, under penalties of perjury, that the information contained in this Equal Business Opportunity Plan Application is true and accurate to the best of my knowledge, and that my compares fails intends to utilize all MRNs and FBfia listed if awarded the processed project under service and ability to all EMO satisfaires.

Authorited Stronger and The

11/22/21

PRINT AUTHORIZED NAME HERE: Alvin L. Richard Sv

Revised 5/29/3015, StC 31

EQUAL BUSINESS OPPORTUNITY PLAN APPLICATION -- ATTACHMENT Proposed Minority/Fernale Business Enterprise Firms (This Shoet is to be duplicated and used for each firm)

Cuscude Engineering hoc	TOTAL CACTS
== 3400 langue tion Court Street SE	(or Worly Date on (MDT/CC)
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Bob Durdin	March (MI)
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EQUAL BUSINESS OPPORTUNITY PLAN APPLICATION — ATTACHMENT Proposed Minority/Fernale Business Enterorise Firms (This Blett is to be deplicated and used for each firm)

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Marcheson US 39204	Applies (AME)
Look 879. 5116	Refre Howton (MATS)
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Emmanum Internation Technology	*
troung com outs the harper 6/78	
A. C.	minut SPACOTE MC 10

EQUAL BUSINESS OPPORTUNITY PLAN APPLICATION — ATTACHMENT Proposed Minority/Fernale Business Enterprise Firms (This Sheet is to be displicated and used for each film)

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man Jackson, US 49512 marker Wike Walker			Actor (HBS) Misson (HBS) Misson (HBS) Misson (HBS)
Type Minerly Reviews (MIECF NC) in educated	Francisco Contractor	Super Month Foreign	
marriage Consofting			
Emergence CONSULTING _			
Personaga el Milli antica PRE Personalise 6 (78a			

Neviwel S/19/K1085, SUC 10

RICHARD'S DISPOSAL, INC.

Phone: (504) 241-2142

11600 Old Gentilly Road New Orleans, LA 70129

Face (\$04) 244-9799

November 23, 2021

Yika Hoover Minority Business Development Manager Equal Business Opportunity Division City of Jackson 200 South President Street 2nd Floor, Suite 223 Jackson, MS. 38201

RE: EBO WAIVER REQUESTED for Solid Waste Collection Services City of Jackson, Mississippi

Dear Yika Hoover

Thank you for the opportunity to submit a proposal to The City of Jackson to provide residential solid waste collection and transportation.

Richard's Disposal, Inc. (RDI) is committed to the principle of non-discrimination and is fully willing to adhere to Jackson's EBO Policy.

We have utilized the Registered Directory and have not found anyone certified as an ABE or HBE to work with for this solid waste contract. We are willing to work with Jackson's EBO Office to continue searching to find certified vendors in these categories to work with before the contract begins.

Thank You.

from 2 Artiful J.

Council Member Grizzell moved adoption; Council Member Lindsay seconded.

Yeas – Banks, Grizzell, Lee and Lindsay.

Nays – Foote and Hartley.

Absent – Stokes.

* * * * * * * * * * * * * *

There being no further business to come before the City Council, it was unanimously voted to adjourn until the Regular City Council Meeting at 10:00 a.m. on April 25, 2023. At 2:35 p.m., the Council stood adjourned.

PREPARED BY:	APPROVED:				
CLERK OF COUNCIL	COUNCIL PRESIDENT DATE				
	MAYOR				
	ATTEST:				
	CITY CLERK				

* * * * * * * * * * * * * *

Minute Book Summary

AGENDA DATE: May 9, 2023

DER APPROVING CLAIMS APPEARING AT PAGES 421 TO INCLUSIVE THEREON, ON MUNICIPAL 'DOCKET OF CLAIMS' 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
		\$7,025,606.41

APPROVED FOR AGENDA **DEPARTMENT DIRECTOR LEGAL**

CAO

CFO

MAYOR'S OFFICE

ITEM #_

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

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

I hereby certify that the CLAIMS DOCKET for M	$\frac{1}{4}$ $\frac{9}{1}$ $\frac{3023}{1}$ in the
aggregate amount of \$7,025,606.41 was	prepared under the direction and
supervision of the Department of Finance with a system design	gned to assure that qualified personnel
properly gather and evaluate the information submitted. B	based on my inquiry, the information
submitted is approved as to form for entry into NOVUS A	genda System. After approval by the
City Council and submittal of the final Claims Docket, the fo	orm will be legally sufficient to satisfy
the requirements outlined in Miss. Code Ann. § 21-39-7 and	for payment authorization.
Sondra D' moncure.	5-5-2023

Sondra O. Moncure Deputy City Attorney

DATE

05/04/2023 09:08:29 Pam Spann (pams) apwarrnt

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City of Jackson

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List
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DUE DATE: 05/09/2023

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05/04/2023 09:08:29 Pam Spann (pams) apwarnt

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City of Jackson

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List
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DUE DATE: 05/09/2023

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INVOICE 2364*01 LINE AMOUNT	32,250.00	27828 LINE AMOUNT 10,580.00	CHECK TOTAL	9943311562285 LINE AMOUNT	18.38	9943310761869 LINE AMOUNT	2,799.90	9943310461815 LINE AMOUNT	34.39	9943310461816 LINE AMOUNT	213.82	9943310861916 LINE AMOUNT	1,204.60	9943311162079 LINE AMOUNT	161,49	9943311162072 LINE AMOUNT	297.84
023		05/09/2023		05/09/2023		05/09/2023		05/09/2023		05/09/2023		05/09/2023		05/09/2023		05/09/2023	
TYPE TYPE INV	OTHER PROF	INV THER PROF		>N	MOTOR VEH	> 2	MOTOR VEH	N	MOTOR VEH	> <u>N</u>	MOTOR VEH	N	MOTOR VEH	N	MOTOR VEH	N/	MOTOR VEH
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VENDOR		51877		63174		63174		63174		63174		63174		63174		63174	



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CHECK RUN: CD050923
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05/09/2023

	REMIT. PO. 17YPE DUE DATE INVOICE AMOUNT. CONTRACTOR OF SEASON OF	284.04	318.24	427.79	90.33	30.80	30.80	46.79	146.00
	INVOICE	9943310961957 LINE AMQUNT 318.24	9943310861922 LINE AMOUNT 427.79	9823310381998 LINE AMOUNT 90.33	9943310361779 LINE AMOUNT 30.80	9943310361759 LINE_AMOUNT 30.80	9443310861921 LINE AMOUNT 46.79	9943310361769 LINE AMOUNT 146.00	9943310361767 LINE AMOUNT 115.68
CENTERITO	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
POOL ED CASH OF DISBLIBERIE	REMIT. PO TYPE 0000 99230154 INV OPERATION MOTOR VEH	0000 99230154 INV VEHICLE M MOTOR VEH	0000 99230154 INV OPERATION MOTOR VEH	0000 99230154 INV OPERATION MOTOR VEH	0000 99230154 INV CARE & MA MOTOR VEH	0000 99230154 INV COMPUTER MOTOR VEH	0000 99230154 INV SBD - D MOTOR VEH	0000 99230154 INV VEHICLE M MOTOR VEH	0000 99230154 INV VEHICLE M MOTOR VEH
CASH ACCOUNT: 999	TO PAR INT DE1	ADVANCE AUTO PARTS IN ACCOUNT DETAIL 1 00145610 6316	ADVANCE AUTO PARTS IN ACCOUNT DETAIL 1 00144240 6316	ADVANCE AUTO PARTS IN ACCOUNT DETAIL 1 00144240 6316	ADVANCE AUTO PARTS IN ACCOUNT DETAIL 1 00145300 6316	ADVANCE AUTO PARTS IN ACCOUNT DETAIL 1 00490400 6316	ADVANCE AUTO PARTS IN ACCOUNT DETAIL 1 00145125 6316	ADVANCE AUTO PARTS IN ACCOUNT DETAIL 1 00145610 6316	ADVANCE AUTO PARTS IN ACCOUNT DETAIL 1 00145610 6316
CASH AC	VENDOR	63174	53174	63174	63174	63174	63174	63174	63174

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INVOICE SOUTH AMOUNT CHECK B943310361766 B943310361766 B9.94	89.94 146.00 6,456.83	1 FOO OO	, co.oo.	1,500.00 4,500.00	1,562.66 1,562.66	1,111.00
District Control	9943310361768 LINE AMOUNT 146.00 CHECK TOTAL	3023 LINE AMOUNT 1,500.00	3024 LINE_AMOUNT 1,500.00	3027 LINE AMOUNT 1,500.00 CHECK TOTAL	5576 LINE AMOUNT 1,562.66 CHECK TOTAL	0018136 LINE AMOUNT 711.00 400.00
SEMENTS OS/09/2023	05/09/2023	05/09/2023	05/09/2023	05/09/2023	05/09/2023	05/09/2023
REMIT POOLED CASH AP DISBURSEMENTS 0000 99230154 INV 05/09/2 VEHICLE M MOTOR VEH	0000 99230154 INV VEHICLE M MOTOR VEH	0000 LEAD INTR CONTRACT	0000 EFT LEAD INTR CONTRACT	0000 LEAD INTR CONTRACT	COMPUTER COMPUTER	0000 23001119 INV PROGRAMMIOTHER OPE PROGRAMMIOTHER PRO
VENDOR RESIDENT SES THOS RESIDENTS IN O 63174 ADVANCE AUTO PARTS IN O ACCOUNT DETAIL 1 00145610 6316	ADVANCE AUTO PARTS IN ACCOUNT DETAIL 1 00145610 6316	ADVANCED ENVIRONMENTA O ACCOUNT DETAIL 1 08596430 6485	ADVANCED ENVIRONMENTA ACCOUNT DETAIL 1 08596430 6485	ADVANCED ENVIRONMENTA ACCOUNT DETAIL 1 08596430 6485	ADVANCED MICROSYSTEMS ACCOUNT DETAIL 1 00490400 6234	AED SECURITY SERVICES ACCOUNT DETAIL 1 00550125 6289 2 00550125 6419
CASH AC VENDOR 63174	63174	62507	62507	62507	66407	72839





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DISBURSEMENTS TYPE COUEDATE NVOICE AMOUNT COURSE NOUGHER CHECK, CHECK, INV 05/09/2023 0018135		1,531.00 2,642.00		64.01	10:40		538.44		538.44 1,076.88		20,515.25 20,515,25		700	00:10	Page 5
AMO	820.00 711.00		UNT			89.00 449.44		89.00 449.44				UNT	14.00		
INVOICE 0018135	A	CHECK TOTAL	9996004057 LINE AMOUNT	64.01		83604853 LINE AMOUNT 89.00 449.44	83601094	B 8 44	CHECK TOTAL	04182023 LINE AMOUNT 20,515.25	CHECK TOTAL	58773 LINE AMOUNT	-	58772 LINE AMOUNT 12.00	
SEMENTS OUE DATE	: 1		05/09/2023	:	4	05/09/2023	05/09/2023			05/09/2023		05/09/2023		05/09/2023	
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CASH ACCOUNT: 999 T100 NDOR TENNION T2839 AED SECURITY SERVICES	ACCOUNT DETAIL 1 00550110 6419 2 00550140 6299		AIRGAS USA INC ACCOUNT DETAIL	1 00144160 6299	C C C C C C C C C C C C C C C C C C C	AIRSDOTH, LLC ACCOUNT DETAIL 1 00550125 6419 2 00550125 6461	AIRSOUTH, LLC ACCOUNT DETAIL	1 00550125 6419 2 00550125 6461		ALL ABOUT ANIMALS VET ACCOUNT DETAIL 1 39049800 6419		ALOHA LOCK & KEY SHOP ACCOUNT DETAIL	0.0145300 6461	ALOHA LOCK & KEY SHOP ACCOUNT DETAIL 1 00145300 6461	: 05/04/2023 09:08:29 Pam Spann (pams) apwarnt
CASH AC VENDOR 72839			40432		0000	401/00	401766			73555		41630		41630	Report generated: User: Program ID:



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Detail Invoice List

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

05/09/2023

AMOUNT 37.50 3.00 36.84 **341.44** 500.00 18.00 220.10 144,90 1,697,25 PO. TYPE DUE DATE INVOICE 37.50 LINE AMOUNT LINE AMOUNT 36.84 LINE AMOUNT LINE AMOUNT **LINE AMOUNT** 58774 LINE AMOUNT LINE AMOUNT **LINE AMOUNT** CHECK TOTAL 500.00 **CHECK TOTAL** 1,697.25 4000144595 4000145804 6347441 58777 58779 58751 58775 05/09/2023 05/09/2023 05/09/2023 05/09/2023 05/09/2023 05/09/2023 05/09/2023 05/09/2023 POOLED CASH - AP DISBURSEMENTS EFT EFT 2 2 2 \geq ≧ \geq ADMIN PAR OTHER PRO ARTS CENT OTHER REP ASPHALT-R CARE & MA BUILDINGS SBD - PAV UNIFORMS, CARE & MA BUILDINGS CARE & MA BUILDINGS CARE & MA BUILDINGS 77230483 77230482 77230510 23000982 77230441 77230501 SBD - PAV REMIT 0000 0000 0000 0000 0000 0000 0000 0000 1 00145124 6516 1 00145300 6461 VENDOR 1 00145124 6320 1 00145300 6461 1 00141810 6317 1 00550110 6419 1 00145300 6461 1 00145300 6461 1100 ALOHA LOCK & KEY SHOP ACCOUNT DETAIL ALPHA MEDIA LLC APAC MISS INC APAC MISS INC CASH ACCOUNT: 999 41630 41630 41630 41630 63637 30736 30736 41630

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ACCOUNTS PAYABLE CHECK RUN REPORT Detail Invoice List CHECK RUN: CD050923 DUE DATE: 05/09/2023

05/09/2023

APAC MISS INC	VENDOR 30736 APAC MISS INC	APAC MISS INC	REMI 0000	PO	TYPE DUE DI EFT 05/09/2	ATE.	4000146209	4000146209
APAC MISS INC		ACCOUNT DETAIL 1 00145124 6320		SBD - PAV	ASPHALT-R		LINE AMOUNT 993.00	
APAC MISS INC								993.00
APAC MISS INC APAC A	30736	APAC MISS INC ACCOUNT DETAIL	0000		묘	05/09/2023	4000146431 LINE AMOUNT	
APAC MISS INC ACCOUNT DETAIL 1 00145124 6516 APAC MISS INC APA		1 00145124 6516		SBD - PAV	UNIFORMS,		2,030.90	
APAC MISS INC	0		0000		ŀ	0000		2,030.90
1 00145124 6516 SBD - PAV UNIFORMS, 1.263.00 1,	30/36	APAC MISS INC ACCOUNT DETAIL	0000		- 44	05/09/2023	400014653E LINE AMOUNT	
APAC MISS INC		1 00145124 6516		SBD - PAV	UNIFORMS,		1,263.00	
APAC MISS INC APAC MISS INC APAC MISS INC ACCOUNT DETAIL APAC MISS INC ACCOUNT DETAIL 1 00145124 6320 APAC MISS INC APAC MISS INC ACCOUNT DETAIL 1 00145124 6320 APAC MISS INC ACCOUNT DETAIL ACCOUNT DETAIL APAC MISS INC APAC MISS INC ACCOUNT DETAIL APAC MISS INC ACCOUNT DETAIL APAC MISS INC								1,263.00
1	30736	APAC MISS INC	0000		EFT	05/09/2023	4000146680	
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APAC MISS INC 0000 EFT 05/09/2023 4000146324 ACCOUNT DETAIL 1 00145124 6320 SBD - PAV ASPHALT-R 548.25 APAC MISS INC 0000 EFT 05/09/2023 4000139254 ACCOUNT DETAIL SBD - PAV ASPHALT-R 845.25 APAC MISS INC 0000 EFT 05/09/2023 4000139318 ACCOUNT DETAIL SBD - PAV ASPHALT-R 1,464.75 1,464.75 APAC MISS INC 0000 EFT 05/09/2023 400138958 ACCOUNT DETAIL SBD - PAV ASPHALT-R 1,464.75 1,464.75 APAC MISS INC 0000 EFT 05/09/2023 400138958 ACCOUNT DETAIL SBD - PAV ASPHALT-R 1,464.75 1,464.75 APAC MISS INC 0000 EFT 05/09/2023 4000139122 ACCOUNT DETAIL SBD - PAV ASPHALT-R 195.00								1,367.10
1 00145124 6320	30736	APAC MISS INC ACCOUNT DETAIL	0000		EFT	05/09/2023	4000146324 LINE AMOUNT	
APAC MISS INC O000 EFT 05/09/2023 4000139254 ACCOUNT DETAIL SBD - PAV ASPHALT-R EFT 05/09/2023 4000139318 APAC MISS INC ACCOUNT DETAIL SBD - PAV ASPHALT-R 1,464.75 1,464.75 APAC MISS INC APAC MISS INC BET 05/09/2023 400138958 1,464.75 APAC MISS INC APAC MISS INC BET 05/09/2023 400138958 1,664.75 APAC MISS INC APAC MISS INC BET 05/09/2023 400138958 1,664.75 APAC MISS INC APAC MISS INC BET 05/09/2023 400138958 1,612.00 APAC MISS INC APAC MISS INC BET 05/09/2023 400139122 1,000 APAC MISS INC ACCOUNT DETAIL SBD - PAV ASPHALT-R 1,00145124 6320		1 00145124 6320	×	SBD - PAV	ASPHALT-R		548.25	
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APAC MISS INC ACCOUNT DETAIL 1 00145124 6320 APAC MISS INC ACCOUNT DETAIL 1 00145124 6320 SBD - PAV ASPHALT-R 1 00145124 6320 SBD - PAV ASPHALT-R 1 00145124 6320 SBD - PAV ASPHALT-R 1 00145124 6320 ACCOUNT DETAIL ACCOUNT DE		1 00145124 6320		SBD - PAV	ASPHALT-R		1,464.75	
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APAC MISS INC ACCOUNT DETAIL 1 00145124 6320 SBD - PAV ASPHALT-R ACCOUNT DETAIL 1 00145124 6320 SBD - PAV ASPHALT-R CHECK TOTAL		ACCOUNT DETAIL			0 K	() ()	LINE AMOUNT	
APAC MISS INC ACCOUNT DETAIL 1 00145124 6320 SBD - PAV ASPHALT-R CHECK TOTAL 100145124 6320 SBD - PAV ASPHALT-R CHECK TOTAL		00145124 6328		SGU - PAV	ASPHALI-K		012,00	613 00
LINE AMOUNT 320 SBD - PAV ASPHALT-R 195.00	30736	APAC MISS INC	0000		EFT	05/09/2023	4000139122	00.210
		ACCOUNT DETAIL 1 00145124 6320		SBD - PAV	ASPHALT-R		LINE AMOUNT 195.00	
								195.00

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一日 一日 日本	TYPE DUE DATE 1032833 INV 05/09/2023 1032833 LINE AMOUNT 290.92	290.92 290.92		100.00	70		5.27	1		44 DD	108.46
No. of Concession,	AMOU	7 7 7 7 7 7 7 7 7 7 7 7 7 7 7 7 7 7 7	ç	2	2 685 07	7 7 7 7 7	8,455.27	10 0 V 3 O V	40,640.87	4	. 10
THE RESERVE AND THE PERSON NAMED IN	1032833 LINE AMOUNT 290.92	CHECK TOTAL	001112737 LINE AMOUNT 100.00	CHECK TOTAL	X04082023 LINE AMOUNT 2,685.07	X04052023 LINE AMOUNT 5,770.20	CHECK TOTAL	3055960056042823 LINE AMOUNT 40,640.87	CHECK TOTAL	344143285 LINE AMOUNT 44.00	344143256 LINE AMOUNT 108.46
SEMENTS	05/09/2023		05/09/2023		05/09/2023	05/09/2023		05/09/2023		05/09/2023	05/09/2023
POOLED CASH - AP DISBURSEMENTS	REMIT PO: TYPE 0000 23001179 INV PARKS -GO PLUMBING		INV ATHLETICS OTHER PRO		INV TRANSIT Š CELLULAR P	INV TRANSITS CELLULAR P		EFT GENERAL F DUE TO ATM		99230148 INV OPERATION MOTOR VEH	99230148 INV OPERATION MOTOR VEH
Section 2	REMI 0000		0000		0000	0000		0000		0000	0000
CASH ACCOUNT 999 1100	NDER PLUMBIN ACCOUNT DE 1 005504		ARTHUR V DAVIS ACCOUNT DETAIL 1 00550126 6419		AT & T MOBILITY ACCOUNT DETAIL 1 18756520 6455	AT & T MOBILITY ACCOUNT DETAIL 1 18756520 6455		ATMOS ENERGY ACCOUNT DETAIL 1 001 2358		IEH AUTO PARTS DAB ACCOUNT DETAIL 1 00144240 6316	IEH AUTO PARTS DAB ACCOUNT DETAIL 1 00144240 6316
CASH A	VENDOR 1850 ARE		401246		70455	70455		20225		72106	72106

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	INVOICE CONTRACTOR AND UNTACTOR OF THE SALE AND UNITAGE OF THE CK. THE CHECK THE AMOUNT OF THE CK.		67.09		205 03			166.59			132.14			30.28			104,65			40.77			43.11		95.12	1
	1NVOICE 344142694	62.09	244447542	LINE AMOUNT	205.03	344142603	166.59	084180559	S44 (4205)	132.14		344142519 LINE AMOUNT	30.28		344142024 I INF AMOLINT	104.65		344141962	40.77		344142151 INF AMOUNT	43.11	6	3441421/4 LINE AMOUNT	95.12	
SEMENTS	TYPE 5 DUE DATE INV 05/09/2023		06/00/2023	03/03/2023		05/09/2023		2500/00/30	03/03/2023			05/09/2023			05/09/2023			05/09/2023			05/09/2023		200	05/08/2023		
GIRSIGO	TYPE	MOTOR VEH	ANI	2	MOTOR VEH	<u>N</u>	MOTOR VEH	NAI	2	MOTOR VEH		NI N	MOTOR VEH		> <u>N</u>	MOTOR VEH		>NI	MOTOR VEH		Ž.	MOTOR VEH		2	MOTOR VEH	
POOL EN CASH , AB DISBUBSEMENTS	PO 99230148	OPERATION MOT	000000140	93230140	OPERATION MOT	99230148	OPERATION MOT	000000	99230140	OPERATION MOT		99230148	OPERATION MOT		99230148	OPERATION MOT		99230148	OPERATION MOT		99230148	OPERATION MOT	1	99230148	OPERATION MOT	
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CASH ACCOUNT, 999	FO PARTS DA	1 00144240 6316	DAU ATTO BABTE DAB	ACCOUNT DETAIL	1 00144240 6316	IEH AUTO PARTS DAB	1 00144240 6316	a A C STONE OTHER DOL	ACCOUNT DETAIL	1 00144240 6316		IEH AUTO PARTS DAB ACCOUNT DETAIL	1 00144240 6316		IEH AUTO PARTS DAB	1 00144240 6316		IEH AUTO PARTS DAB	1 00144240 6316		IEH AUTO PARTS DAB	1 00144240 6316		IEH AUTO PARTS DAB ACCOUNT DETAIL	1 00144240 6316	
CASH A	VENDOR 72106		72406	2017/		72106		20105	0017/			72106			72106			72106			72106		1	72106		



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CHECK RUN: CD050923
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	INVOICE 344142867 LINE AMOUNT	00'66		294.44		192 94			99.00	C	<u> </u>	, , , , , , , , , , , , , , , , , , ,	115.32	63.87		81.98			364.46 2,348.64
	INVOICE 344142867 LINE AMOUNT	00.66	344142394 LINE AMOUNT	294,44	344142608	192.94	344142880	00.66	344142917 LINE AMOUNT	3.19	344142303	112.52	344140544 LINE AMOUNT	63.87	344140513 1.1NE AMOUNT	81.98	344140928	364.46	CHECK TOTAL
	ATE:		05/09/2023		05/09/2023		05/09/2023		05/09/2023		05/09/2023		05/09/2023		05/09/2023		05/09/2023		
	9923014	OPERATION MOTOR VEH	9923014	OPERATION MOTOR VEH	0 99230148 INV	SBD - D MOTOR VEH	0 99230148 INV	OPERATION MOTOR VEH	0 99230148 INV	FIRE STAT MOTOR VEH	0 99230148 INV	PARKS - M MACHINE/E	0 99230148 INV	CARE & MA MOTOR VEH	0 99230148 INV	CARE & MA MOTOR VEH	0 99230148 INV	CARE & MA MOTOR VEH	
ı	VENDOR CASH ACCOUNT: 989 T100 VENDOR CASH ACCOUNT DETAIL ACCOUNT DETAIL	1 00144240 6316	IEH AUTO PARTS DAB 0000 ACCOUNT DETAIL	1 00144240 6316	IEH AUTO PARTS DAB 0000	1 00145125 6316	IEH AUTO PARTS DAB 0000	1 00144240 6316	IEH AUTO PARTS DAB 0000 ACCOUNT DETAIL	1 00144170 6316	IEH AUTO PARTS DAB 0000	1 00550410 6464	IEH AUTO PARTS DAB 0000	1 00145300 6316	IEH AUTO PARTS DAB 0000	1 00145300 6316	IEH AUTO PARTS DAB 0000	1 00145300 6316	
	VENDOR		72106		72106		72106		72106		72106		72106		72106		72106		

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AUTOZONE ACCOUNT DETAIL 1 00144240 6316	0000	OPEF	EFT R VEH EFT R VEH		0037980521 LINE AMOUNT 6.52 0037980074 LINE AMOUNT 6.52	0037980521 LINE AMOUNT 6.52 6.52 6.52 6.52 6.52 6.52 6.52 6.52
AUTOZONE AUTOZONE ACCOUNT DETAIL AUTOZONE 1 00144240 6316	0000	OPERATION MOTOR VEH 99230192 OPERATION MOTOR VEH	R VEH EFT R VEH	05/09/2023	0037964576 LINE AMOUNT 178.92 0037964576 LINE AMOUNT 469.79	178.92
AUTOZONE	0000	99230192 EFT OPERATION MOTOR VEH 99230192 EFT OPERATION MOTOR VEH	EFT IR VEH EFT IR VEH	05/09/2023	0037963317 LINE AMOUNT 56.19 0037971846 LINE AMOUNT 70.18	469.79 56.19
AUTOZONE ACCOUNT DETAIL 1 00144240 6316	0000	99230192 EFT OPERATION MOTOR VEH	EFT IR VEH	05/09/2023	0037949071 LINE AMOUNT 45.98	70.18
AUTOZONE ACCOUNT DETAIL 1 00144240 6316	0000	99230192 EFT OPERATION MOTOR VEH	EFT OR VEH	05/09/2023	0037959850 LINE AMOUNT 215.98	715 08
AUTOZONE. ACCOUNT DETAIL 1 00144240 6316	0000	99230192 EFT OPERATION MOTOR VEH	EFT OR VEH	05/09/2023	0037955659 LINE AMOUNT 34.38	00.00

ACCOUNTS PAYABLE CHECK RUN REPORT

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CHECK RUN: CD050923
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The state of the s	10VOICE 0037948946 LINE AMOUNT 69.98	0037948290 LINE AMOUNT 13.04 CHECK TOTAL	103025 LINE AMOUNT 375.80 CHECK TOTAL	55520 LINE AMOUNT 3,410.00 CHECK TOTAL	212767874 LINE AMOUNT 581.56 CHECK TOTAL	INV103724 LINE AMOUNT 16.79 522.00 CHECK TOTAL
SEMENTS	. DUE DATE	05/09/2023	05/09/2023	05/09/2023	05/09/2023	
POOLED CASH - AP DISBURSEMENTS	REMIT POSS EFT 0000 99230192 EFT OPERATION MOTOR VEH	99230192 EFT OPERATION MOTOR VEH	INV CLAIMS (O OTHER PRO	23000962 INV EMERGENCYOTHER PRO	23001220 INV MUNICLRK OFFICE SUP	SUPPORT'S FREIGHT E POLICE ID MACHINE/E
1,100	NT DETAIL 0000	AUTOZONE	AW REPORTING LLC ACCOUNT DETAIL 1 00140794 6419	B & E COMMUNICATIONS ACCOUNT DETAIL 1 00144120 6419	B & H PHOTO & ELECTRO 0000 ACCOUNT DETAIL 1 00142800 6218	BADGE PASS, INC. ACCOUNT DETAIL 1 00144220 6422 2 00144228 6464
CASH ACCOUNT: 999	S2100 AU	62100 AU	73286 AW	19417 B 8	62853 B &	72141 BA



ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List
CHECK RUN: CD050923
DUE DATE: 05/09/2023

	DUE DATE	579.98 579.98	107.04	54,787,80 54,787.80	443.96 443.96	12,950.00 12,950.00
Children in the State of section in the State of	04/28/2023 LINE AMOUNT 186,946.54 14,808.33 CHECK TOTAL	0000893 LINE AMOUNT 579.98 CHECK TOTAL	133727 LINE AMOUNT 107.04 CHECK TOTAL	04012023 LINE AMOUNT 54,787.80 CHECK TOTAL	2082264 LINE AMOUNT 443.96 CHECK TOTAL	5083 LINE AMOUNT 9,453.50 3,496.50 CHECK TOTAL
SEMENTS	05/09/2023	05/09/2023	05/09/2023	05/09/2023	05/09/2023	05/09/2023
POOLED CASH - AP DISBURSEMENTS	REMIT PO ITYPE 0000 INV CARE & MA LEASE-ENE CARE & MA INTEREST	0000 23001188 INV PROGRAMMIOTHER PRO	0000 23001211 INV 200 PARK OTHER OPER	0000 EXCESS RI LIFE INS	99230136 INV SBD - D MOTOR VEH	O000 LIBRARY F BUILDING RCMGT BUILDING R
CASH ACCOUNT: 999 1100	11.00 DE	BATES COMMUNICATIONS, ACCOUNT DETAIL 1 00550125 6419	BELT WAREHOUSE ACCOUNT DETAIL 1 39049800 6299	BERKSHIRE HATHAWAY SP. ACCOUNT DETAIL 1 05755870 6495	BIG 10 TIRES & ACCESS ACCOUNT DETAIL 1 00145125 6316	BI,OUNT RICHARD MD ACCOUNT DETAIL 1 39954000 6512 2 00142810 6512
CASH AC	VENDOR 71898	72805	2548	401708	66150	63385



ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List
CHECK RUN: CD050923
DUE DATE: 05/09/2023

0011303	Coch the Coch that	STINE SOLID STREET OF THE STREET	FMENTS		
VENDOR : 401717	BRENDEN JOHNSON ACCOUNT DETAIL 1 00550126 6419	REMIT POSSIBLE TYPE BRENDEN JOHNSON 0000 1 00550126 6419 ATHLETICS OTHER PRO	DUE DATE (N. 05/09/2023 00	OS/09/2023 CO11122741 LINE AMOUNT 198.00	VOUCHER CHECK
				CHECK TOTAL 198.00	
41229	BUDGET OFFICE FURNITU ACCOUNT DETAIL 1 00490400 6239	0000 23001129 INV COMPUTER NON OFFICE	05/09/2023 73		
				CHECK TOTAL 929.00	
70053	BUSINESS & OFFICE KON ACCOUNT DETAIL 1 00144224 6213	0000 23000956 EFT ADMINISTR CLEANING	05/09/2023 12.	12670 LINE AMOUNT 2,774.58 2,774.58	
70053	BUSINESS & OFFICE KON ACCOUNT DETAIL 1 00550125 6221	0000 23001164 EFT PROGRAMMIRECREATIO	05/09/2023 127	20 LINE AMOUNT 4,475.82	
				4,473.82 CHECK TOTAL 7,250.40	
50215	BUSINESS COMM INC BCI ACCOUNT DETAIL 1 00140170 6218	0000 23000408 EFT PUBLIC IN OFFICE SU	05/09/2023 15	156756 LINE AMOUNT 138.69 T38.69 CHECK TOTAL 138.69	
3420	CAMP SERVICES & PARTS ACCOUNT DETAIL 1 00144170 6464	0000 23001024 INV FIRE STAT MACHINE/E	05/09/2023 45	45970 LINE AMOUNT 1,275.19 1,275.19 CHECK TOTAL 1,275.19	
3420	CAMP SERVICES & PARTS ACCOUNT DETAIL 1 00144170 6464	0000 23001024 INV FIRE STAT MACHINE/E	05/09/2023 45	45936 LINE AMOUNT 1,275.19 1,275.19	
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ACCOUNTS PAYABLE CHECK RUN REPORT Detail Invoice List CHECK RUN: CD050923 DUE DATE: 05/09/2023

	TYPE DUE DATE INVOICE TOTAL 1,275.19		354.50 354.50			3,333,33 3,333,33			15,000.00 15,000.00			164,09		10.52		87.83	117.78
	INVOICE CHECK TOTAL	INV6265690 LINE AMOUNT 354.50	CHECK TOTAL	500	3,333,33	CHECK TOTAL	1024	15,000.00	CHECK TOTAL	4148206552	164.09	4151009563	LINE AMOUNT 10.52	4152421824	LINE AMOUNT 87.83	4153166420	117.78
SEMENTS	DUE DATE	05/09/2023		05/09/2023			05/09/2023			05/09/2023		05/09/2023		05/09/2023		05/09/2023	
POOLED CASH - AP DISBURSEMENTS		INV PURCHASIN RENTAL OF		EFT	KELLOG OTHER PROF		23001076 INV	DFA-LIVING OTHER PROF		EFT	SBD - D UNIFORMS,	EFT	SBD - PAV UNIFORMS,	EFT	SBD - PAV UNIFORMS,	EFT	CARE & MA UNIFORMS,
1 999 1100	REMIT	CANON FINANCIAL SERVI 0000 ACCOUNT DETAIL 1 00141410 6514		CARSON CONSULTING SER 0000 ACCOUNT DETAIL	119		CBS TRANSPORT, INC. 0000 ACCOUNT DETAIL	419		CINTAS CORPORATION 0000 ACCOUNT DETAIL	516	CINTAS CORPORATION 0000 ACCOUNT DETAIL	516	CINTAS CORPORATION 0000	516	CINTAS CORPORATION 0000 ACCOUNT DETAIL	516
CASH	VENDOR	71890		401782			401325			40789		40789		40789		40789	





ACCOUNTS PAYABLE CHECK RUN REPORT

05/09/2023 Detail Invoice List
CHECK RUN: CD050923
DUE DATE: 05/09/2023

STATE STATE OF	CHECK																	
- Total	VOUCHER																	
The State of the S	Mark Market St. St. and																	
THE REAL PROPERTY.	AMOUNT	168,07		48.41		.87,83		10.52		52,24		164.09		209.00		66,66		66.66
	INVOICE CHECK 4153166487 LINE AMOUNT	168.07	4152298795 LINE AMOUNT	48.41	4153150737 LINE AMOUNT	87.83	4153150569 LINE AMOUNT	10,52	4153150768 1 INF AMOUNT	52.24	4148911827 I INF AMOUNT	164.09	4153151160 I INE AMOUNT	209.00	4151616809	66'66	4152299041 LINE AMOUNT	66.66
SEMENTS	. DUE DATE 05/09/2023		05/09/2023				05/09/2023	÷.	05/09/2023		05/09/2023		05/09/2023		05/09/2023		05/09/2023	İ
POOL EN CASH : AP DISBURSEMENTS	TYPE	CUSTODIAL UNIFORMS,	EFT	ADMINISTR UNIFORMS,	EFT	UNIFORMS,	EFT	UNIFORMS,	EFT	MAINTENAN UNIFORMS,	EFT	UNIFORMS,	EFT	UNIFORMS,	EFT	UNIFORMS,	EFT	UNIFORMS,
DON ENCA	REMIT PO CONT	CUSTODIAL		ADMINISTR		SBD - PAV		SBD - PAV		MAINTENAN		SBD D		SBD. D		LANDFILL		LANDFILL
Section 1	REMIT 0000		0000		0000		0000		0000		0000		0000		0000		0000	
OUT SOUTH THE SO	CINTAS CORPORATION ACCOUNT DET	1 00145700 6516	CINTAS CORPORATION ACCOUNT DETAIL	1 00144410 6516	CINTAS CORPORATION ACCOUNT DETAIL	1 00145124 6516	CINTAS CORPORATION	1 00145124 6516	CINTAS CORPORATION	ACCOUNT DETAIL 1 03152215 6516	CINTAS CORPORATION	ACCOUNT DE LAIL 1 00145125 6516	CINTAS CORPORATION	1 00145125 6516	CINTAS CORPORATION	ACCOUNI DE IAIL 1 00950610 6516	CINTAS CORPORATION	1 00950610 6516
Control of	VENDOR 40789		40789		40789		40789		40789		40789		40789		40789		40789	



ACCOUNTS PAYABLE CHECK RUN REPORT

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CHECK RUN: CD050923
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	TYPE DUE DATE NOUCHER CHECK EFT 05/09/2023 4153011948 LINE AMOUNT 99.99	99.99	168.07	117.78	14.57	50.24	34.87	171.89	48.41
	4153011948 LINE AMOUNT 99.99	4153840987 LINE AMOUNT 168.07	4153840949 LINE AMOUNT 117.78	4153826512 LINE AMOUNT 14.57	4153826439 LINE AMOUNT 50.24	4153826291 LINE AMOUNT 34.87	4153826542 LINE AMOUNT 171.89	4153011653 LINE AMOUNT 48.41	4153705855 LINE AMOUNT 48.41
SEMENTS	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
POO! ED CASH - AP DISBUBSEMENTS	O. R.	0 EFT CUSTODIAL UNIFORMS,	0 CARE & MA UNIFORMS,	0 MAINTENAN UNIFORMS,	0 MAINTENAN UNIFORMS,	0 SBD - PAV UNIFORMS,	0 SBD-PAV UNIFORMS,	0 ADMINISTR UNIFORMS,	D EFT ADMINISTR UNIFORMS,
CASH ACCOUNT: 999 1100	ORATIC JNT DE1	CINTAS CORPORATION 0000 ACCOUNT DETAIL 1 00145700 6516	CINTAS CORPORATION ACCOUNT DETAIL 1 00145300 6516	CINTAS CORPORATION ACCOUNT DETAIL 1 03152215 5516	CINTAS CORPORATION 0000 ACCOUNT DETAIL 1 03152215 6516	CINTAS CORPORATION 0000 ACCOUNT DETAIL 1 00145124 6516	CINTAS CORPORATION ACCOUNT DETAIL 1 00145124 6516	CINTAS CORPORATION 0000 ACCOUNT DETAIL 1 00144410 6516	CINTAS CORPORATION 0000 ACCOUNT DETAIL 1 00144410 6516
CASH AC	VENDOR 40789	40789	40789	40789	40789	40789	40789	40789	40789



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

05/09/2023

	A153826813 LINE AMOUNT 218.01	10.01 12 48	66.66	25.52	2,430.59	20.4 R.S.	166.30 4 61.15	28,608.10 28,608.10	25,512.00
	AM THE	V			2,4			28.6 28.6	25,6
THE REAL PROPERTY AND PERSONS NAMED IN	4153826813 LINE AMOUNT 218.01	4153705795 LINE AMOUNT 12.48	4153706115 LINE AMOUNT 99.99	5155055449 LINE AMOUNT 25.52	CHECK TOTAL	03202023 LINE AMOUNT 294.85	8396410441934953 LINE AMOUNT 166.30 CHECK TOTAL	29 JACKSON-TPS LINE AMOUNT 28,608.10 CHECK TOTAL	0426365-000-000 LINE AMOUNT 25,512.00
CERTENITO	NTE	05/09/2023	05/09/2023	05/09/2023		05/09/2023	05/09/2023	05/09/2023	05/09/2023
STATEMENTS OF THE STATEMENTS	REMIT PO TYPE 0000 OPERATION UNIFORMS,	0000 EFT PW-PARK UNIFORMS,	0000 EFT LÄNDFILL UNIFORMS,	0000 88230180 EFT EMERGENCYMOTOR VEH		0000 INV PARKS -GÖ OTHER PRO	0000 INV PARKS -GO OTHER PRO	0000 CAPITAL M OTHER PRO	0000 23000220 INV WATER/SEW/WATER/SEW
666	9	CINTAS CORPORATION 00 ACCOUNT DETAIL 1 00146130 6516	CINTAS CORPORATION 00 ACCOUNT DETAIL 1 00950610 6516	CINTAS CORPORATION 00 ACCOUNT DETAIL 1 00144120 6316		COMCAST CABLE 00 ACCOUNT DETAIL 1 00550430 6419	COMCAST CABLE ACCOUNT DETAIL 1 00550430 6419	CONNETICS TRANSPORTAT 00 ACCOUNT DETAIL 1 18756530 6419	CONSOLIDATED PIPE & S ACCOUNT DETAIL 1 031 1503
	VENDOR 3740789	40789	40789	40789		66021	66021	490117	4402

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ACCOUNTS PAYABLE CHECK RUN REPORT **Detail Invoice List**

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

AMOUNT CHECK 14,760.00 **40,272.00** 1,764.00 1,764.00 65,275.00 **65,275.00** 2,197,12 2,746,40 549.28 102.15 440.07 542.22 03012023 03312023 **LINE AMOUNT** 03082023 04072023 14,760.00 CHECK TOTAL CHECK TOTAL 65,275,00 CHECK TOTAL 549.28 **LINE AMOUNT** CHECK TOTAL LINE AMOUNT **LINE AMOUNT LINE AMOUNT LINE AMOUNT** LINE AMOUNT CHECK TOTAL 6780004301 C6-44721 C6-44949 11891 05/09/2023 05/09/2023 05/09/2023 05/09/2023 05/09/2023 05/09/2023 DFA-TMH 2MOTHER PROF WATER/SEWWATER/SEW 2 \geq \geq **EMERGENCYMOTOR VEH** ≥ <u>≥</u> **OPERATION OTHER PRO** PLANNING COMPUTER **OPERATION OTHER PRO** \geq **EMERGENCYMOTOR VEH** REMIT PO. 23000220 23001219 88230177 88230184 0000 0000 0000 0000 0000 0000 CONSOLIDATED PIPE & S DOM 1503 1 40643350 6419 1 00144240 6419 1 00140410 6231 1 00144240 6419 1 00144120 6316 1 00144120 6316 CSPIRE BUSINESS SOLUT CUMMINS MID SOUTH INC CONSTANT CONTACT INC CSPIRE BUSINESS SOLUT CUMMINS MID SOUTH INC ACCOUNT DETAIL ACCOUNT DETAIL ACCOUNT DETAIL ACCOUNT DETAIL ACCOUNT DETAIL ACCOUNT DETAIL CRAFT CROSWELL, LLC ACCOUNT DETAIL CASH ACCOUNT: 999 4402 4800 401314 4800 401311 71998 71998 VENDOR





City of Jackson

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

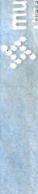
CHECK RUN: CD050923 DUE DATE: 05/09/2023

(3)	CASH ACCOUNT: 989 1100	REMIT	POOLED CASH . AP I	JISBURSE TYPE	DISBURSEMENTS TYPE DUE DATE		INVOICE CONTRACTOR AMOUNT SECTION OF THE CHECK	CHECK
DELAGE LAN ACCOI	DELAGE LANDEN FINANCI ACCOUNT DETAIL 1 18756520 6514	0000	TRANSIT S RENTAI	INV	23		FOO OF	
						CHECK TOTAL	509,25	
DELTA MUF	DELTA MUFFLER & EXHAU ACCOUNT DETAIL 1 00145300 6316	0000	23001082 INV CARE & MA MOTOR VEH		05/09/2023	2713 LINE AMOUNT 1,883.02	1 883 02	
DELTA MU	DELTA MUFFLER & EXHAU ACCOUNT DETAIL 1 00145300 6316	0000	23001082 INV CARE & MA MOTOR VEH	INV	05/09/2023	2715 LINE AMOUNT 1,016.51	1016 51	
DELTA MI AC	DELTA MUFFLER & EXHAU ACCOUNT DETAIL 1 03152140 6316	0000	23001082 INV MAINTENAN MOTOR VEH	INV	05/09/2023	2663 LINE AMOUNT 79.95	70.07	
DELTA M	DELTA MUFFLER & EXHAU ACCOUNT DETAIL 1 00145300 6316	0000	23001082 INV CARE & MA MOTOR VEH	INV	05/09/2023	2704 LINE AMOUNT 1,016.51	7 1016 51	
DELTA M	DELTA MUFFLER & EXHAU ACCOUNT DETAIL 1 00144240 6316	0000	23001082 INV OPERATION MOŤOR VEH	INV	05/09/2023	2776 LINE AMOUNT 1,823.86	2 8 8 8 8 8 8 8 8 8 8 8 8 8 8 8 8 8 8 8	
DELTA M	DELTA MUFFLER & EXHAU ACCOUNT DETAIL 1 00145300 6316	0000	99230176 INV CARE & MA MOTOR VEH	INV	05/09/2023	2577 LINE AMOUNT 60.00	OU OY	
DELTA M AC	DELTA MUFFLER & EXHAU ACCOUNT DETAIL 1 00145300 6316	0000	99230176 INV CARE & MA MÔTOR VEH	INV	05/09/2023	2582 LINE AMOUNT 40.00	0000	
DELTA M	DELTA MUFFLER & EXHAU ACCOUNT DETAIL 1 00145300 6316	0000	99230176 INV	INV	05/09/2023	2581 LINE AMOUNT 775.00		
05/04/2023 09:08:29 Pam Spann (pams) apwarrnt	09:08:29 (pams)						775.00	Page 20



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	AMOUNT CHECK.	800.00 8,294.85	15,435.00 15,435.00	384.96 384.96	58,645.87 58,645.87	21 170 10	8,994,04 3 0,164.23
Control of the last of the las	INVOICE 2653 LINE AMOUNT 800.00	2652 LINE AMOUNT 800.00 CHECK TOTAL	2718 LINE AMOUNT 15,435.00 CHECK TOTAL	IV62790 LINE AMOUNT 358.12 26.84 CHECK TOTAL	04282023-1 LINE AMOUNT 58,645.87 CHECK TOTAL	0323P LINE_AMOUNT 21,170.19	INV018831 LINE AMOUNT 8,994.04 CHECK TOTAL
STATINES	DUE DATE 05/09/2023	05/09/2023	05/09/2023	05/09/2023	05/09/2023	05/09/2023	05/09/2023
POOLED CASH - AP DISBURSEMENTS	REMIT PO TYPE 0000 99230176 INV BUILDING MOTOR VEH	0000 99230176 INV BUILDING MOTOR VEH	0000 EFT BLIGHT-DBS CNTRB OTH	0000 23001056 INV PARKS-M OTHER REP PARKS-M FREIGHT E	0000 EFT BUSINESS CTOA	0000 INV WATER/SEWPOSTAGE,	0000 WATER/SEWPOSTAGE,
CASH ACCOUNT: 989 1100	ER & EXHAU INT DETAIL OU144420 6316	DELTA MUFFLER & EXHAU 00 ACCOUNT DETAIL 1 00144420 6316	DESIGN BUILD SOLUTION 00 ACCOUNT DETAIL 1 36096940 6742	DEVINEY EQUIPMENT ACCOUNT DETAIL 1 00550410 6317 2 00550410 6422	DOWNTOWN JACKSON PART OC ACCOUNT DETAIL 1 00750500 6742	DOXIM UTILITEC LLC ACCOUNT DETAIL 1 03152010 6421	DOXIM UTILITEC LLC ACCOUNT DETAIL 1 03152010 6421
CASH ACC	VENDOR : 59323	59323	400046	59412	49532	73505	73505



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REMIT PO TYPE DUE DATE INVOICE AMOUNT YOUGHER CHECK		360.00	5	48 10 982 48		2023 JT	60			77.40	L L L	47.80		40		40	35.40 023	880
PO TYPE DUE DATE	05/09/2023 90130110 LINE AMOUNT 360.00	CHECK TOTAL	05/09/2023 222-10-12 LINE AMOUNT	10,982.48	CHECK TOTAL	05/09/2023 DM101045M-4272023	12.60	05/09/2023 KS16246M-04272023 LINE AMOUNT	77.40	2000/00/30 BASTOLOGO SECONOMIA		47.80	05/09/2023 LT10314M-04272023	164.40	05/09/2023 SC106276M-04272023	S5.40	05/09/2023 TW8639M-04272023	LINE AMOUNT 32.80
PO TYPE, DU	INV 05/		EFT 05/	1% ENG CAPIMPROVEMEN		/90 ANI	CLAIMS (O OTHER PRO	/90 ANI	CLAIMS (O OTHER PRO	ANNI NINI		CLAIMS (O OTHER PRO	/90 ANI	CLAIMS (O OTHER PRO	/90 ANI	CLAIMS (O OTHER PRO	/90 ANI	CLAIMS (O OTHER PRO
REMIT	0000		0000	24		G 0000	19	(G 0000	19	0000		D)	o000 51		0000 51	.61	0000 5)	19
	DPS CRIME LAB		EJES INC ACCOUNT DETAIL	1 17345190 6824		ELECTRONIC CASE MANAG	1 00140794 6419	ELECTRONIC CASE MANAGACOUNT DETAIL	1 00140794 6419	CAINAM TO ACCUMONTANT	ACCOUNT DETAIL	0.0140794 6419	ELECTRONIC CASE MANAG	1 00140794 6419	ELECTRONIC CASE MANAG	1 00140794 6419	ELECTRONIC CASE MANAG	ACCOUNT DETAIL 1 00140794 6419
VENDOR	60583		71805			70977		70977		1000	7,607		70977		70977		710977	







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	AMOUNT CHECK	11.40		192.40	27,60	601.80		38,200.00	05,854,00 102,054.00		266.96		75.50	27.42
STATE OF THE STATE	CJ9839M-04272023 LINE AMOUNT	11.40	JG104327M-04272023 LINE AMOUNT 192,40	CM103938M-04302023 LINE AMOUNT	27.60	CHECK TOTAL	032 LINE AMOUNT 36,200.00	029 LINE AMOUNT 65,854.00	CHECK TOTAL	482011 LINE AMOUNT 266.96	CHECK TOTAL	102986767050923 LINE AMOUNT 55,37	103661260050923 LINE AMOUNT 27.42	
SEMENTS	DUE DATE 05/09/2023		05/09/2023	05/09/2023			05/09/2023	05/09/2023		05/09/2023		05/09/2023	05/09/2023	
POOLED CASH AP DISBURSEMENTS	TYPE DUE DATE INVOICE	CLAIMS (U OIMER PRO	INV CLAIMS (O OTHER PRO	ANI	CLAIMS (O OTHER PRO		INV DFA-TMH 2MOTHER PROF	INV DFA-TMH 2MOTHER PROF		88230178 EFT EMERGENCYMOTOR VEH		inv PARKS - M ELECTRIC L	INV PARKS - M ELECTRIC L	
Section 1	REMIT		0000	0000			0000	0000		0000		0000	0000	
CASH ACCOUNT: 398 1100	VENDOR CLECTRONIC CASE MANAG ACCOUNT DETAIL	00140794 6439	ELECTRONIC CASE MANAG ACCOUNT DETAIL 1 00140794 6419	ELECTRONIC CASE MANAG ACCOUNT DETAIL	1 00140794 6419		ELITE PAINT LLC ACCOUNT DETAIL 1 40643350 6419	ELITE PAINT LLC ACCOUNT DETAIL 1 40643350 6419		EMERGENCY EQUIPMENT P ACCOUNT DETAIL 1 00144120 6316		ENTERGY ACCOUNT DETAIL 1 00550410 6481	ENTERGY ACCOUNT DETAIL 1 00550410 6451	
CASHAC	VENDOR 70977		70977	70977			401908	40:1909		70982		20377	20377	





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	VOUCHER																						
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	AMOUN			47.1.34		991.73		1,101,92			1,010.63			53.00		42.03		4,470.24		,	198.39		115.90
	INVOICE VOUCHER CHECK	106773187a050923 LINE AMOUNT	771.34		106773187b050923 LINE AMOUNT	991,73	106773187c050923 LINE AMOUNT	1,101,92	109392258050923	1,010.63		116755885050923 LINE AMOUNT	53.00	400000000000000000000000000000000000000	LINE AMOUNT	42.03	122087265050923 LINE AMOUNT	4,470.24	14866974050923	198.39		14907869050923 LINE AMOUNT	115.90
	4TE				05/09/2023		05/09/2023		05/09/2023			05/09/2023		00000	03/03/2023		05/09/2023		05/09/2023			05/09/2023	
POOLED CASH - AP DISBURSEMENTS	REMIT PO TYPE		ADMIN PAR ELECTRIC L			CARE & MA ELECTRICL	>NI	PRECINCT ELECTRIC L	NN	FIELD O & ELECTRIC L		NN	STREET LI ELECTRIC L	71197		SBD - PAV ELECTRIC L	>NI	JATRAN-OP ELECTRIC L	NI	PROGRAMMIELECTRIC L		N	PARKS - M ELECTRIC L
POC	REMIT	0000	ADN		0000	CA	0000	PRE	0000	EE		0000	STF	i i	0000	SBI	0000	TAL	0000	PR(0000	PAF
CASH ACCOUNT: 999 1100	8		1 00550110 6451		ENTERGY ACCOUNT DETAIL	1 00145300 6451	ENTERGY ACCOUNT DETAIL	1 00144242 6451	ENTERGY	1 03152240 6451		ENTERGY ACCOUNT DETAIL	1 00145400 6451		ENTERGY ACCOUNT DETAIL	1 00145124 6451	ENTERGY ACCOUNT DETAIL	1 18756510 6451	ENTERGY	1 00550125 6451		ENTERGY ACCOUNT DETAIL	1 00550410 6451
CASH AC	VENDOR	20377			20377		20377		20377			20377		3 6	70377		20377		20377			20377	





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DUE DATE: 05/09/2023

NOUCHER NOUCHER NOUCHER STATE NOUCHER STATE NOUCHER STATE CHECK STATE ST	5,717.50 INV 05/09/2023 15155054050923 F.INE AMOLINT	FEWELL WT ELECTRIC L 12.87	INV 05/09/2023 151601176050923	PARKS-M ELECTRIC L 860.34 860.34	INV 05/09/2023 15342678050923 LINE AMIOUNT PARKS - M ELECTRIC L 902.92	902.92 INV 05/09/2023 15349574050923 LINE AMOUNT SMITH ROB ELECTRIC L 1,277.74	1,277.74 15403033050923 1,277.74 INV 05/09/2023 15403033050923 LINE AMOUNT	INV 05/09/2023 15520547050	PROGRAMMIELECTRIC L INV 05/09/2023 156	SBD - PAV ELECTRIC L 918.49	918.49 INV 05/09/2023 15611452050923 I INF AMOLINIT
ENTERGY 0000 ACCOUNT DETAIL 1 00145300 6451	ENTERGY 0000 ACCOUNT DETAIL	1 03152130 6451	ENTERGY 0000 ACCOUNT DETAIL	1 00550410 6451	ENTERGY 0000 ACCOUNT DETAIL 1 00550410 6451	ENTERGY 0000 ACCOUNT DETAIL 1 00143600 6451	ENTERGY ACCOUNT DETAIL 1 DOSSO140 6451	ENTERGY 0000 ACCOUNT DETAIL	1 00550125 6451 ENTERGY 0000	ACCOUNT DETAIL 1 00145124 6451	ENTERGY 0000 ACCOUNT DETAIL



ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List
CHECK RUN: CD050923
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	INVOICE NOUCHER CHECK	245.22	771017	98.14	35.78	608.23	441,34	1,956.23 122.62	25.75	52.68 32.27
	INVOICE	LINE AMOUNT 245.22	15612260050923 LINE AMOUNT 98,14	15612476050923 LINE AMOUNT 35.78	15612740050923 LINE AMOUNT 608.23	15612971050923 LINE AMOUNT 441.34	15613425050923 LINE AMOUNT 1,956.23	15616998050923 LINE AMOUNT 132.63	15617467050923 LINE AMOUNT 52.68	15617749050923 LINE AMOUNT 32.27
C. P. B. P. B. C. P. C.	DUE DATE 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
aliable dy Flavo at loos	COLLEGE CASH AND DISBOR	SBD - PAV ELECTRIC L	INV SBD - PAV ELECTRIC L	SBD - PAV	INV FIRE STAT ELECTRIC L	INV FIRE STAT ELECTRIC L	INV SBD-PAV ELECTRICL	INV TRAFFIC S ELECTRIC L	INV PARKS -GO ELECTRIC L	INV AQUATICS ELECTRICL
4440	REN ENTERGY 000	ACCOUNT DETAIL 1 00145124 6451	ENTERGY 0000 ACCOUNT DETAIL 1 00145124 6451	ENTERGY ACCOUNT DETAIL 1 00145124 6451	ENTERGY 0000 ACCOUNT DETAIL 1 00144170 6451	ENTERGY 0000 ACCOUNT DETAIL 1 00144170 6451	ENTERGY 0000 ACCOUNT DETAIL 1 00145124 6451	ENTERGY 0000 ACCOUNT DETAIL 1 00144820 6451	ENTERGY 0000 ACCOUNT DETAIL 1 00550430 6451	ENTERGY 0000 ACCOUNT DETAIL 1 00550180 6451
A VIONO	VENDOR 20377		20377	20377	20377	20377	20377	20377	20377	20377







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Detail Invoice List
CHECK RUN: CD050923
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	INVOICE			250.98	1	27.57		133.86		494.83			164.55		6,529,46			1,066.83		254.30		2,456.16
	INVOICE	15681497050923 LINE AMOUNT	250.98	15681984050923	27.57	16008930050923	133.86	16009169050923	LINE AMOUNT 494.83		16108474050923 LINE AMOUNT	164,55	1616110000000	LINE AMOUNT	0,323,40	16242950050923 I INF AMOUNT	1,066.83	16340390050923	LINE AMOUNT 254.30		163621931050923 LINE AMOUNT 2 456 16	
SEMENTS	TYPE DUE DATE	05/09/2023		05/09/2023		05/09/2023		05/09/2023			05/09/2023		05/00/2023	20212020		05/09/2023		05/09/2023			05/09/2023	
POOLED CASH - AP DISBURSEMENTS	PO	N.	LANDFILL ELECTRIC L	NI NI	STREET LI ELECTRIC L	ANI	STREET LI ELECTRIC L	ANI	FIRE STAT ELECTRIC L		NN	STREET LI ELECTRIC L	N	AND TOTAL AND THE CONTRACT OF		INV	TELECOMMUELECTRIC L	N	TRAFFIC S ELECTRIC L		INV CARE & MA ELECTRIC L	
Barn Market	REMI	0000		0000		0000		0000			0000		0000			0000		0000			0000	
CASH ACCOUNT: 999 1100	The Contraction of	ENTERGY ACCOUNT DETAIL	1 00950610 6451	ENTERGY ACCOUNT DETAIL	1 00145400 6451	ENTERGY ACCOUNT DETAIL	1 00145400 6451	ENTERGY	ACCOUNT DETAIL 1 00144170 6451		ENTERGY ACCOUNT DETAIL	1 00145400 6451	ENTERGY	ACCOUNT DETAIL	Total Deception	ENTERGY ACCOUNT DETAIL	1 00144310 6451	ENTERGY	ACCOUNT DETAIL 1 00144820 6451		ENTERGY ACCOUNT DETAIL 1 00145300 6451	
CASH A	VENDOR	20377		20377		20377		20377			20377		20377			20377		20377			20377	



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1 00550180 6451



ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

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

05/09/2023

INVOICE VOUCHER CHECK 390.95 243,35 198.22 494.85 512.76 49,06 507.67 3,614.83 49,06 390,95 **LINE AMOUNT** LINE AMOUNT 198.22 LINE AMOUNT LINE AMOUNT 494.85 LINE AMOUNT 512.76 16547283050923 LINE AMOUNT LINE AMOUNT LINE AMOUNT 3,614.83 507.67 **LINE AMOUNT** 16665655050923 16664666050923 16665325050923 16548422050923 16664302050923 16664500050923 16488975050923 **DUE DATE** 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 POOLED CASH - AP DISBURSEMENTS REMIT, PO. ≧ ≧ \geq \geq \geq \geq \geq TRAFFIC S ELECTRIC L ELECTRIC L 2 \geq FIRE STAT ELECTRIC L SUPPORT S ELECTRIC L FIRE STAT ELECTRIC L TENNIS CO ELECTRIC L **ELECTRIC L ELECTRIC L** FIRE STAT FIRE STAT PARKS - M 0000 0000 0000 0000 0000 0000 0000 0000 0000 ENTERGY 1 00550140 6451 1 00144170 6451 1 00144170 6451 1 00144170 6451 1 00144220 6451 1 00144170 6451 1 00144820 6451 1 00550410 6451 1100 ACCOUNT DETAIL CASH ACCOUNT: 999 ENTERGY ENTERGY ENTERGY ENTERGY ENTERGY ENTERGY ENTERGY ENTERGY VENDOR: 20377 20377 20377 20377 20377 20377 20377 20377 20377



ACCOUNTS PAYABLE CHECK RUN REPORT

05/09/2023 Detail Invoice List
CHECK RUN: CD050923
DUE DATE: 05/09/2023

THE RESIDENCE OF THE PARTY OF T	VOUGHER																						
	AMOUNT			32.27		32.27		32.27			32.27		32.27		1	24.12		27.42			27.42		191.60
	DUE DATE INVOICE.	16666216050923 LINE AMOUNT	32.27		16666604050923 LINE AMOUNT	32.27	16667081050923 LINE AMOUNT	32.27	16669152050923 LINE AMOUNT	32.27	166684260502	LINE AMOUNT		166994004050923 LINE AMOUNT	27,42	166994012050923	LINE AMOUNT 27,42		166994020050923	27.42	166994046050923	LINE AMOUNT	2
SEMENTS	DUE DATE	05/09/2023			05/09/2023		05/09/2023		05/09/2023		05/08/2023			05/09/2023		05/09/2023			05/09/2023		05/09/2023		
ASH - AP DISBUR	TYPE	ANI	PARKS - M ELECTRIC L		N	PARKS - M ELECTRIC L	NI	PARKS - M ELECTRIC L	NNI	PARKS - M ELECTRIC L	ANI	PARKS M FIFCTRICE			ZOO PARK ELECTRIC L	NI	ZOO PARK ELECTRIC L		>N	ZOO PARK ELECTRIC L	N	ZOO PARK FIECTRIC I	
2	REMIT	0000	b/		0000		0000	/d	0000	Δ	000			0000)7	0000)Z		0000	Z	0000		Í
OUNT: 999 1100		ENTERGY ACCOUNT DETAIL	1 00550410 6451		ENTERGY ACCOUNT DETAIL	1 00550410 6451	ENTERGY ACCOUNT DETAIL	1 00550410 6451	ENTERGY ACCOUNT DETAIL	1 00550410 6451	>000	ACCOUNT DETAIL		ENTERGY ACCOUNT DETAIL	1 39049800 6451	ENTERGY	ACCOUNT DETAIL 1 39049800 6451		ENTERGY ACCOUNT DETAIL	1 39049800 6451	FNTFRGY	ACCOUNT DETAIL	
CASHIAC	VENDOR	20377			20377		20377		20377		77200	1202		20377		20377			20377		20377		



ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

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

THE STATE OF THE PARTY OF THE P	INVOICE VOUCHER CHECK		с С		178.00	66.97	179.06		45.40		27.42		20 170	517.04	155.04		27.42		33.29
THE PROPERTY OF THE PARTY OF TH	INVOICE	LINE AMOUNT	55.68	166994061050923 LINE AMOUNT	178.99	166994079050923 LINE AMOUNT	179.06	166994087050923 LINE AMOUNT	45.40	166994095050923 LINE AMOUNT	27.42	166994103050923 LINE AMOUNT	617.04	166994111050923 LINE AMOUNT	155.04	166994129050923 LINE AMOUNT	27.42	166994137050923 LINE AMOUNT	33.29
SEMENTS	DUE DATE	05/09/2023		05/09/2023		05/09/2023	To the state of the same of th	05/09/2023		05/09/2023		05/09/2023		05/09/2023		05/09/2023		05/09/2023	
POOLED CASH - AP DISBURSEMENTS	REMIT PO TYPE	ANI	ZOO PARK ELECTRIC L	NI.	ZOO PARK ELECTRIC L	NN	ZOO PARK ELECTRIC L	>N	ZOO PARK ELECTRICL	NI	ZOO PARK ELECTRIC L	ANI	ZOO PARK ELECTRIC L	NI	ZOO PARK ELECTRIC L	NI	ZOO PARK ELECTRIC L	ANI	ZOO PARK ELECTRIC L
)d	REMIT	0000	7	0000	Z	0000	: Z	0000	7	0000	7	0000	Z	0000	7	0000	Z	0000	Z
CASH ACCOUNT: 999 1100		ENTERGY ACCOUNT DETAIL	1 39049800 6451	ENTERGY ACCOUNT DETAIL	1 39049800 6451	ENTERGY ACCOUNT DETAIL	1 39049800 6451	ENTERGY ACCOUNT DETAIL	1 39049800 6451	ENTERGY ACCOUNT DETAIL	1 39049800 6451	ENTERGY ACCOUNT DETAIL	1 39049800 6451	ENTERGY ACCOUNT DETAIL	1 39049800 6451	ENTERGY ACCOUNT DETAIL	1 39049800 6451	ENTERGY ACCOUNT DETAIL	1 39049800 6451
CASH AC	VENDOR	20377		20377		20377		20377		20377		20377		20377		20377		20377	

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ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List
CHECK RUN: CD050923
DUE DATE: 05/09/2023

	INVOICE ANOUNT AMOUNT ANOUNT ANOUNT ANOUNT ANOUNT ANOUNT ANOUNT	49.77		59K 77	77.000		211,41		70.84		919.68		613	†		300.91		357,802.86	1,440.01
Management of the Party of the	INVOICE 166994152050923 LINE AMOUNT	77.94	166994160050923 LINE AMOUNT	535.77	166994178050923	211.41	166994186050923	70.84	166994194050923	919.68		173344698050923 LINE AMOUNT	40.14	17401779050923	300.91	17446949050923	357,802.86	17542267050923	LINE AMOUNT 1,440.01
SEMENTS	ATE 023		05/09/2023		05/09/2023		05/09/2023		05/09/2023			05/09/2023		05/09/2023		05/09/2023		05/09/2023	
POOLED CASH - AP DISBURSEMENTS	REMIT PO INV	ZOO PARK ELECTRIC L	VAI 0000	ZOO PARK ELECTRIC L	ANI 0000	ZOO PARK ELECTRIC L	VNI 0000	ZOO PARK ELECTRIC L	ANI 0000	ZOO PARK ELECTRIC L		ANI 0000	SIREEI LI ELECIRIC L	AN! 0000	STREET LI ELECTRIC L	ANI 0000	STREET LI ELECTRIC L	0000 OOOO	LEGAL ELECTRIC L
CASH ACCOUNT: 999 1100	JNT DETAIL	1 39049800 6451	ENTERGY ACCOUNT DETAIL	1 39049800 6451	ENTERGY ACCOUNT DETAIL	1 39049800 6451	ENTERGY ACCOUNT DETAIL	1 39049800 6451	ENTERGY ACCOUNT DETAIL	1 39049800 6451		ACCOUNT DETAIL	100140400 0401	ENTERGY ACCOUNT DETAIL	1 00145400 6451	ENTERGY	1 00145400 6451	ENTERGY	ACCOUNT DETAIL. 1 00140700 6451
CASHAC	VENDOR 20377		20377		20377		20377		20377		1	7.0377		20377		20377		20377	







ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List
CHECK RUN: CD050923
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	VOUCHER																			
The second second	AMOUNT		6	260.39		11.77		216.55		1 766 11		775.35		27.42		1,058.21		106,04		228.14
	DUE DATE NOUGE CHECK	LINE AMOUNT	260.39		LINE AMOUNT	11.77	17840760050923 LINE AMOUNT	216.55	18257329050923 LINE AMOUNT	1,766.11	18258616050923 LINE AMOUNT	775.35	18292896050923 LINE AMOUNT	27.42	18425421050923 LINE AMOUNT	1,058.21	18616797050923	106.04	18724286050923 LINE AMOUNT	228.14
SEMENTS	DUE DATE	03/03/2023		200	05/09/2023		05/09/2023		05/09/2023		05/09/2023		05/09/2023		05/09/2023		05/09/2023	a	05/09/2023	
POOLED CASH - AP DISBURS	IIT PO TYPE	ANI	PRECINCT ELECTRIC L		;	OFFICE OF ELECTRIC L	ANI 0	AQUATICS ELECTRIC L	ANI 0	FIRE STAT ELECTRIC L	ANI 0	FIRE STAT ELECTRIC L		AQUATICS ELECTRIC L	O INV	FIRE STAT ELECTRIC L	O INV	STREET LI ELECTRIC L		VEHICLE M ELECTRIC L
CASH ACCOUNT: 999 1100 POOLED CASH - AP DISBURSEMENTS	REMIT S POLITICAL SOLUTION OF THE POLITICAL	ACCOUNT DETAIL	1 00144242 6451		ENTERGY 0000 ACCOUNT DETAIL	1 00142610 6451	ENTERGY 0000 ACCOUNT DETAIL	1 00550180 6451	ENTERGY 0000 ACCOUNT DETAIL	1 00144170 6451	ENTERGY 0000 ACCOUNT DETAIL	1 00144170 6451	ENTERGY 0000 ACCOUNT DETAIL	1 00550180 6451	ENTERGY 0000 ACCOUNT DETAIL	1 00144170 6451	ENTERGY 0000	1 00145400 6451	ENTERGY 0000 ACCOUNT DETAIL	1 00145610 6451
CASH AC	VENDOR	20377			20377		20377		20377		20377		20377		20377		20377		20377	







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Detail Invoice List
CHECK RUN: CD050923
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THE REAL PROPERTY.	INVOICE	18762377050923 LINE AMOUNT	853,65	18786632050923 LINE AMOUNT	534.02	18786855050923	434.15	18787085050923 LINE AMOUNT	153,73		18788489050923 LINE AMOUNT	114.10		18788968050923 LINE AMOUNT 63.75		19108414050923 LINE AMOUNT	12,553.55	19349471050923	152.47		19581149050923 LINE AMOUNT 385.01	:
SEMENTS	TYPE DUE DATE	05/09/2023		05/09/2023		05/09/2023	4	05/09/2023			05/09/2023			05/09/2023		05/09/2023		05/09/2023		1	05/08/2023	
POOLED CASH - AP DISBURSEMENTS	REMIT PO TYPE		VEHICLE M ELECTRIC L	NN	FIRE STAT ELECTRIC L	NI	FIRE STAT ELECTRIC L	NI	PARKS - M ELECTRICL			PARKS - M ELECTRIC L		INV STREET LI ELECTRIC L		ANI · · · · ·	CARE & MA ELECTRIC L	NN	PARKS - M ELECTRIC L		INV STREET LI ELECTRIC L	
The second	REMIT	0000		0000		0000		0000			0000			0000		0000		0000		0	0000	
CASH ACCOUNT: 989 1100	Total Control of the	ENTERGY ACCOUNT DETAIL	1 00145610 6451	ENTERGY ACCOUNT DETAIL	1 00144170 6451	ENTERGY ACCOUNT DETAIL	1 00144170 6451	ENTERGY ACCOUNT DETAIL	1 00550480 6451		ENTERGY ACCOUNT DETAIL	1 00550480 6451		ENTERGY ACCOUNT DETAIL 1 00145400 6451		ENTERGY ACCOUNT DETAIL	1 00145300 6451	ENTERGY	1 00550480 6451		ENTERGY ACCOUNT DETAIL 1 00145400 6451	
CASH AC	VENDOR	20377		20377		20377		20377			20377			20377		20377		20377		1	20377	







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THE REAL PROPERTY AND PERSONS ASSESSMENT OF THE PERSONS ASSESSMENT OF	INVOICE AND WOUNT AMOUNT OF A VOUCHER CHECK OF A VO	14 160	17:175	288.65		12,823.63		284.37			970.81		בר המר כ	00:407.0	572 51		2 2 6 4	67.04	418.85
	19581388050923	921.71	19581602050923 LINE AMOUNT	288.65	19582154050923 LINE AMOUNT	12,823.63	19583129050923 LINE AMOUNT 284.37		19584663050923 LINE AMOUNT	970.81		19585900050923 LINE AMOUNT	3,764.35	19730746050923	572.51	19786250050923	62.64	19787126050923	418.85
CERNENITO	DUE DATE 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	
POOLED CASH. AB DISBIBSEMENTS	REMIT POST TYPE	STREET LI ELECTRIC L		STREET LI ELECTRIC L		CARE & MA ELECTRIC L	INV FIRE STAT ELECTRIC L		INV	CARE & MA ELECTRIC L		NI	FIRE STĂT ELECTRIC L	<u>>2</u>	FIRE STAT ELECTRIC L	NI	TENNIS CO ELECTRIC L	> <u>N</u>	FIRE STAT ELECTRIC L
	REMI 0000		0000		0000		0000		0000			0000		0000		0000		0000	
CASH ACCOUNT: 999	ENTERGY	1 00145400 6451	ENTERGY ACCOUNT DETAIL	1 00145400 6451	ENTERGY ACCOUNT DETAIL	1 00145300 6451	ENTERGY ACCOUNT DETAIL 1 00144170 6451		ENTERGY ACCOUNT DETAIL	1 00145300 6451		ENTERGY ACCOUNT DETAIL	1 00144170 6451	ENTERGY ACCOUNT DETAIL	1 00144170 6451	ENTERGY ACCOUNT DETAIL	1 00550140 6451	ENTERGY ACCOUNT DETAIL	1 00144170 6451
V HOV	VENDOR 20377		20377		20377		20377		20377			20377		20377		20377		20377	





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CHECK RUN: CD050923
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	AMOUNT	240.64	33.68	439.04	27.42		85.51	297.76	11.00	1,139.00
	, zi	240.64 19832963050923 LINE AMOUNT	33.68 19834530050923	439.04 19835909050923	LINE AMOUNT 27.42	39450929050923 LINE AMOUNT 85.51	47160965050923 LINE AMOUNT 297.76	47292990050923 LINE AMOUNT 917.87	48262943050923 LINE AMOUNT 11,106.58	55521736050923 LINE AMOUNT 1,139.00
EMENTS	DUE DATE 05/09/2023	05/09/2023	05/09/2023	05/08/2023		05/09/2023	05/09/2023	05/09/2023	05/09/2023	05/09/2023
POOLED CASH - AP DISBURSEMENTS	PO TYPE INV		AQUATICS ELECTRIC L INV	FIRE STAT ELECTRIC L	AQUATICS ELECTRIC L	INV FIELD O & ELECTRIC L	INV PARKS - M ELECTRIC L	INV ANIMAL CO ELECTRIC L	INV SUPPORT S ÉLECTRIC L	INV PRECINCT ELECTRIC L
The same of	REMIT 0000	0000	0000	0000		0000	0000	0000	0000	0000
CASH ACCOUNT: 999 1100	NTERGY ACCOUNT DE	ENTERGY ACCOUNT DETAIL	1 00550180 6451 ENTERGY	1 00144170 6451 FNTFRGV	ACCOUNT DETAIL 1 00550180 6451	ENTERGY ACCOUNT DETAIL 1 03152240 6451	ENTERGY ACCOUNT DETAIL 1 00550480 6451	ENTERGY ACCOUNT DETAIL 1 00144223 6451	ENTERGY ACCOUNT DETAIL 1 00144220 6451	ENTERGY ACCOUNT DETAIL 1 00144243 6451
CASHAC	VENDOR 20377 E	20377	20377	20377		20377	20377	20377	20377	20377







ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List
CHECK RUN: CD050923
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INVOICE WAS A SHOUNT ANOUNT A SHOULT ANOUNT A SHOULD A S							
AMOUNT	586.25	040.18	60.42	62.48 64.78	21.42	10,991.29	35.00
INVOICE	60378254050923 LINE AMOUNT 640.18	84654128050923 LINE AMOUNT 60.42	85304517050923 LINE AMOUNT 62.48	85449734050923 LINE AMOUNT 27.42	92513530050923 LINE AMOUNT 5,006.23	93006054050923 LINE AMOUNT 10,991.29	23030308 21NE AMOUNT 35.00 CHECK TOTAL
NTE 023	05/09/2023	05/09/2023	05/09/2023	05/09/2023	05/09/2023	05/09/2023	05/09/2023
REMIT PO TYPE DUE DATE 0000 0000 05/09/2023 PRECINCT ELECTRIC L	0000 INV CRIME LAB ELECTRIC L	0000 INV STREET LI ELECTRIC L	0000 STREET LI ELECTRIC L	0000 INV PRECINCT ELECTRIC L	0000 CARE & MÄ ELECTRIC L	0000 CARE & MA ELECTRIC L	0000 COMMUNITY CONTRACT
CASH ACCOUNT: 999 1100 NDOR > :	ENTERGY ACCOUNT DETAIL 1 00144225 6451	ENTERGY ACCOUNT DETAIL 1 00145400 6451	ENTERGY ACCOUNT DETAIL 1 00145400 6451	ENTERGY ACCOUNT DETAIL 1 00144244 6451	ENTERGY ACCOUNT DETAIL 1 00145300 6451	ENTERGY ACCOUNT DETAIL 1 00145300 6451	ENVIRONMENTAL ANALYTI ACCOUNT DETAIL 1 00144470 6446
CASH ACCOU	20377	20377	20377	20377	20377	20377	400114



ACCOUNTS PAYABLE CHECK RUN REPORT

	05/09/2023	
voice List	CD050923	05/09/2023
Detail In	CHECK RUN:	DUE DATE:

	INVOICE CHECK 23578 LINE AMOUNT 177.32 177.32	445.00	16.47	7 500 25	44,781.65 92,381.00		2,444,U4
	E-1	04212301 LINE AMOUNT 410.00 35.00	810524202 LINE AMOUNT 16.47 CHECK TOTAL	NP64235194 LINE AMOUNT 47,599.35	NP64261630 LINE AMOUNT 44,781.65 CHECK TOTAL	106915867 LINE AMOUNT 2,444.04	106928528 LINE AMOUNT 1,213.00
SEMENTS	DUE DATE 05/09/2023	05/09/2023	05/09/2023	05/09/2023	05/09/2023	05/09/2023	05/09/2023
POOLED CASH AP DISBURSEMENTS	CLAIMS (O OTHER PRO	23001101 INV OPERATION JOB FAIR OPERATION FREIGHT E	INV OFFICE OF FREIGHT E	INV GENERAL F DUE TO FUE	INV GENERAL F DUE TO FUE	88230159 INV EMERGENCYMOTOR VEH	88230159 INV EMERGENCYMOTOR VEH
CASH ACCOUNT: 999 1100 PC	REMIT DEPOSITION 0000 JNT DETAIL 00140784 6419	FASHIONS INC OF JACKS 0000 ACCOUNT DETAIL 1 00144240 6247 2 00144240 6422 0	FED EX 0000 ACCOUNT DETAIL 1 08580920 6422 O	FLEETCOR TECHNOLOGIES 0000 ACCOUNT DETAIL 1 001 2390 G	FLEETCOR TECHNOLOGIES 0000 ACCOUNT DETAIL 1 001 2390 G	FLEETPRIDE 0000 ACCOUNT DETAIL 1 00144120 6316. E	FLEETPRIDE 0000 ACCOUNT DETAIL 1 00144120 6316 E
CASHA	VENDOR 73158	41700	72958	48050	48050	61274	61274



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05/09/2023

	107274933 107274933		54.53		303.96	1 1 1 0 0 0 0 1 1 1 1 1 1 1 1 1 1 1 1 1	149.66	7 3 0 3 0	4,432.07		6, 27, 6	3,962.12 3,962.12			4,420.00 4,420.00		טם גרוח חח	מייססייסי	29,500.00
THE REAL PROPERTY AND ADDRESS OF	107274933 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	64.65	107275164 LINE AMOUNT	303.96	107275204 I NE AMOUNT	145.88	107276126 LINE AMOUNT	260,54	CHECK TOTAL	04282023-2 I INF AMOLINT	3,962.12	CHECK TOTAL	Z37	4,420.00	CHECK TOTAL	10923 LINE AMOUNT	29,500.00	10947	29,500.00
SEMENTS	ATE		05/09/2023		05/09/2023	To the state of th	05/09/2023			05/09/2023	ŧ		05/09/2023			05/09/2023		05/09/2023	
POOLED CASH . AP DISBURSEMENTS	REMIT PO. TYPE 0000 88230179 INV	EMERGENCYMOTOR VEH	0000 88230179 INV	EMERGENCYMOTOR VEH	0000 88230179 INV	EMERGENCYMOTOR VEH	0000 88230179 INV	EMERGENCYMOTOR VEH		0000 EFT	FBIF CNTRB OTH		0000 EFT	COMPUTER OTHER PRO		0000 EFT	EMPLOYEE OTHER PRO	0000 EFT	EMPLOYEE OTHER PRO
CASH ACCOUNT: 989 1100	* INT DETA	1 00144120 6316	FLEETPRIDE ACCOUNT DETAIL	1 00144120 6316	FLEETPRIDE ACCUINT DETAIL	1 00144120 6316	FLEETPRIDE ACCOUNT DETAIL	1 00144120 6316		FONDREN BUSINESS IMPR ACCOUNT DETAIL	1 19250500 6742		FREDERICK A. SMITH	1 00490400 6419		GARLINGTON HALLER VEN	1 05755897 6419	GARLINGTON HALLER VEN ACCOUNT DETAIL	1 05755897 6419
OVERSH WE	VENDOR 61274		61274		61274		61274			73581			72756			71764		71764	

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ACCOUNTS PAYABLE CHECK RUN REPORT

05/09/2023 Detail Invoice List
CHECK RUN: CD050923
DUE DATE: 05/09/2023

	DUE DATE VOUCHER CONTROLL NO VOUCHER CONTROLL												Page 39
	AMOUNT.	29,500.00 88,500.00	6	16,460.00		239.00 239.00		74,604,70	() () () () () () () () () ()	1,464.70	1,708.26	4 026 62	
THE REAL PROPERTY AND ADDRESS.	INVOICE TO 10960 10960 LINE AMOUNT 29,500.00	CHECK TOTAL	94-23-68GG LINE AMOUNT 16,460.00	CHECK TOTAL	CBINV364873 LINE AMOUNT 239.00	CHECK TOTAL	182 LINE AMOUNT 74,604.70	CHECK TOTAL	9330675944 LINE AMOUNT 1,484.76	9331038668 LINE AMOUNT 223.50	CHECK TOTAL	04282023-4 LINE AMOUNT 4,026.62	
MENTS	DUE DATE 05/09/2023		05/09/2023		05/09/2023		05/09/2023		05/09/2023	05/09/2023		05/09/2023	
POOLED CASH - AB DISBUBSEMENTS	F PO F. TYPE EFT EMPLOYEE OTHER PRO		INV DFA-TMH 2MOTHER PROF		23001130 INV COMPUTER DUES, MEM.		EFT HOPWA-G CTOA		23000829 INV COMPUTER OTHER OPE	23000829 INV COMPUTER OTHER OPE		EFT BELHAVEN CNTRB OTH	
The same of	REMIT 0000		0000		0000		0000		0000	00000		0000	
CASH ACCOUNT: 989	1 HALLER JNT DET 0575589		GARRY GRAVES LANDSCAP ACCOUNT DETAIL 1 40643350 6419		GLOWFORGE,INC ACCOUNT DETAIL 1 00490400 6443		GRACE HOUSE INC ACCOUNT DETAIL 1 12256615 6742		GRAYBAR ELECTRIC CO I ACCOUNT DETAIL 1 00490400 6299	GRAYBAR ELECTRIC CO I ACCOUNT DETAIL 1 00490400 6299		GREATER BELHAVEN NEIG ACCOUNT DETAIL 1 43250500 6742	: 05/04/2023 09:08:29 Pam Spann (pams) apwarnt
(A) (A) (A) (A)	VENDOR 71764	1	401912		73552		72753		7260	7260		67575	Report generated: User: Program ID:





ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List
CHECK RUN: CD050923
DUE DATE: 05/09/2023

The state of the s	VENDOR		1,350.00 1,350.00		3,350.00		2 400 Rd		0.000	4,774.23	14 P70 DB	14,870.08		2,146.00	2,146.00
The second second	INVOICE COLOR	2513 LINE AMOUNT 7,350.00	CHECK TOTAL	BEP016 LINE AMOUNT 3,350.00	CHECK TOTAL	04212023	3,333.33	042120231 LINE AMOUNT	1,236.20	CHECK TOTAL	20230331 LINE AMOUNT 14,870.08	CHECK TOTAL	42123 LINE AMOUNT	2,145,00	CHECK TOTAL
SEMENTS	DUE DATE	05/09/2023		05/09/2023		05/09/2023		04/25/2023)		05/09/2023		05/09/2023		
POOLED CASH - AP DISBURSEMENTS	L XX POSS SECTIVE	23000998 INV PLANNING OTHER PRO		INV HABITAT F CTOA		NNI	PARKS -BA REPAYMENT PARKS -BA INTEREST Q	ANI	MISC. ADM REPAYMENT MISC. ADM INTEREST		EFT HARBOUR H CTOA		23001202 INV	EMERGENCYOTHER PRO	
Name of	REMIT	0000		0000		0000		0000			0000		0000		
CASH ACCOUNT: 999 1100	(a) (a) (b) (b) (a) (b) (b) (b) (b) (b) (b) (b) (b) (b) (b	H D LANG AND ASSOCIAT ACCOUNT DETAIL 1 00140410 6419		HABITAT FOR HUMNANITY ACCOUNT DETAIL 1 36096920 6742		HANCOCK BANK	1 00550460 6619 2 00550460 6612	HANCOCK BANK ACCOUNT DETAIL	1 00149300 6619 2 00149300 6612		HARBOR HOUSE OF JACKS ACCOUNT DETAIL 1 08583310 6742		HARDISON ENTERPRISES ACCOUNT DETAIL	1 00144120 6419	
CASHAC	VENDOR	62115		57518		67421		67421			39727		66653		





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City of Jackson

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

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

AMOUNT CARLES CHECK	14,115,00	440.37	361,62	48.96	142.28	68.44 1,062.67		4, k89, UU	4,603.00 8,578.00
R19672 LINE AMOUNT 14,115,00	CHECK TOTAL 5971723 LINE AMOUNT	5971724	361.62 2971886	LINE AMOUNT 49.96	1971929 LINE AMOUNT 142.28	3971820 LINE AMOUNT 68.44 CHECK TOTAL	0460 LINE AMOUNT 4,289.00	0568 LINE AMOUNT 4,289.00	CHECK TOTAL
ATE.:	05/09/2023	04/20/2023	05/09/2023		05/09/2023	05/09/2023	05/09/2023	05/09/2023	
PO TYPE INV	77230478 INV	CARE & MA BUILDINGS 23001158 INV	EMERGENCYOTHER OPE 77230494 INV	CARE & MA BUILDINGS	23001185 INV ZOO PARK BUILDING M	77230485 INV TENNIS CO BUILDING	EFT PRECINCT BUILDING	EFT PRECINCT BUILDING	
0000 19	MMERCIAL 0000 DETAIL	0000	0000		0000	0000	0000	0000	
HILLTOP (INSIGHT (INSIGHT O	
	URITIES AS 0000 INV 05/09/2023 R19672 INE AMOUNT 014/1140 6419 OFFICE OF OTHER PRO 14,715.00	HILLTOP SECURITIES AS 0000 INV 05/09/2023 R19672 ACCOUNT DETAIL 1 60141140 6419 OFFICE OF OTHER PRO HOME DEPOT COMMERCIAL 0000 77230478 INV 05/09/2023 5971723 ACCOUNT DETAIL LINE AMOUNT 14,115.00 CHECK TOTAL LINE AMOUNT LINE AMOUNT	HILLTOP SECURITIES AS 0000 INV 05/09/2023 R19672 ACCOUNT DETAIL 1 60141140 6419 OFFICE OF OTHER PRO HOME DEPOT COMMERCIAL 1 00145300 6461 CARE & MA BUILDINGS HOME DEPOT COMMERCIAL 1 00145300 6461 CARE & MA BUILDINGS HOME DEPOT COMMERCIAL 1 001045300 6461 CARE & MA BUILDINGS HOME DEPOT COMMERCIAL 1 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0	HILLTOP SECURITIES AS 0000 INV 05/09/2023 R19672 ACCOUNT DETAIL 1 00141140 6419 OFFICE OF OTHER PRO HOME DEPOT COMMERCIAL 1 00145300 6461 CARE & MA BUILDINGS HOME DEPOT COMMERCIAL 1 00145300 6461 CARE & MA BUILDINGS HOME DEPOT COMMERCIAL 1 0014120 6299 EMERGENCYOTHER OPE 1 0014120 6299 EMERGENCYOTHER OPE 1 0014120 6299 EMERGENCYOTHER OPE 2 05/09/2023 S971724 EINE AMOUNT 3 61.62 1 0014120 6299 EMERGENCYOTHER OPE 3 6971886	HILLTOP SECURITIES AS 0000 INV 05/09/2023 R19672 ACCOUNT DETAIL 1 00141140 6419 HOME DEPOT COMMERCIAL ACCOUNT DETAIL 1 00145300 6461 1 00145300 6461 CARE & MA BUILDINGS HOME DEPOT COMMERCIAL 1 00145300 6461 CARE & MA BUILDINGS HOME DEPOT COMMERCIAL 1 00145300 6461 CARE & MA BUILDINGS HOME DEPOT COMMERCIAL 1 00145300 6461 CARE & MA BUILDINGS HOME DEPOT COMMERCIAL 1 00145300 6461 CARE & MA BUILDINGS LINE AMOUNT 1 00145300 6461 CARE & MA BUILDINGS LINE AMOUNT 49.96	HILLTOP SECURITIES AS ACCOUNT DETAIL 1 00141140 6419 OFFICE OF OTHER PRO HOME DEPOT COMMERCIAL 40.37 HOME DEPOT COMMERCIAL 1 00145300 6461 OFFICE & MA BUILDINGS HOME DEPOT COMMERCIAL 1 00144120 6299 HOME DEPOT COMMERCIAL 1 00145300 6461 CARE & MA BUILDINGS HOME DEPOT COMMERCIAL 1 00144120 6299 HOME DEPOT COMMERCIAL 1 00145300 6461 CARE & MA BUILDINGS HOME DEPOT COMMERCIAL 1 00145300 6461 CARE & MA BUILDINGS HOME DEPOT COMMERCIAL 1 00144120 6299 HOME DEPOT COMMERCIAL 1 00145300 6461 CARE & MA BUILDINGS HOME DEPOT COMMERCIAL 1 00145300 6461 CARE & MA BUILDINGS HOME DEPOT COMMERCIAL 1 39049800 6311 ZOO PARK BUILDING MIN 1 39049800 6311 TASSO BARCOUNT DETAIL 1 39049800 6311	HILLTOP SECURITIES AS	HILLTOP SECURITIES AS 0000 TYPE DUE DATE R9672 ACCOUNT DETAIL 1 00141140 6419 HOME DEPOT COMMERCIAL ACCOUNT DETAIL 1 00145300 6461 1 0014420 6519 HOME DEPOT COMMERCIAL 1 00144244 6512 HOME DEPOT COMMERCIAL 1 00144244 6512 HILLTOP SECURITIES AS 0000 TY230478 INV 05/09/2023 S971724 CARE & MA BUILDINGS HOME DEPOT COMMERCIAL 1 00145300 6461 1 0014420 6299 HOME DEPOT COMMERCIAL 1 0014420 6311 HOME DEPOT COMMERCIAL 1 0014401 MIRICHIA MI	HILTOP SECURITIES AS 0000 TYPE DUE,DATE NIVOICE R19572 R19572 LINE AMOUNT



ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

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

	DUE DATE VOUCHER CHECK 05/09/2023 79945		65.00		80.00	CC 88		20 200	1,247.00		60.00	135,00 135,00		20 23	565.00		226 ON	326.90
The state of the s	INVOICE 79945	LINE AMOUNT 65.00	2000 2	LINE AMOUNT 80.00	79948 I INF AMOUNT	68.00	80015 LINE AMOUNT	1,034.00	CHECK TOTAL	80106 LINE AMOUNT	135.00	CHECK TOTAL	239464 LINE AMOUNT	565.00	CHECK TOTAL	36349	326.90	CHECK TOTAL
SEMENTS	5 DUE DATE 05/09/2023		05/00/2023	222/2020	05/09/2023		05/09/2023			04/09/2023			05/09/2023			05/09/2023		
POOL ED CASH. AP DISBUBSEMENTS	REMIT PO TYPE 0000	PARKS GO OTHER PRO	ANI	ATHLETICS OTHER PRO	NI	ATHLETICS OTHER PRO	ANI	ZOO PARK OTHER PROF		NNI	LEGAL OTHER PRO		23000905 INV	OFFICE OF MACHINE/E		23001215 EFT	ATHLETICS OFFICE SU	
The same of	REMIT		0000		0000		0000			0000			0000			0000		
CASH ACCOUNT 999	PEST SERVI	ACCOUNT DETAIL 1 00550430 6419	INTECDATED BEST SEDVI	ACCOUNT DETAIL 1 00550126 6419	INTEGRATED PEST SERVI	1 00550126 6419	INTEGRATED PEST SERVI	1 39049800 6419		INTERGRATED PEST SERV	1 00140700 6419		INTOPRINT TECHNOLOGIE	1 00140500 6464		JACKSON BUSINESS SYST ACCOUNT DETAIL	1 00550126 6218	
WHEVS	VENDOR 67938		02028	0000	67938		67938			69106			67837			41770		





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ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

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

05/09/2023

INVOICE AMOUNT CHECK 109.70 162,250.66 162,250.66 20,32 102.23 100,67 153,31 174.55 1,062,47 1,293.15 20,32 LINE AMOUNT LINE AMOUNT 3107315 LINE AMOUNT LINE AMOUNT LINE AMOUNT 100.67 **LINE AMOUNT** LINE AMOUNT LINE AMOUNT CHECK TOTAL LINE AMOUNT 04182023-1 3107615 3107646 3107544 3107641 3107410 3107363 3108002 POOLED CASH - AP DISBURSEMENTS
TYPE DUE DATE 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 EFT \geq \geq ≧ **OPERATION MOTOR VEH** \geq **OPERATION MOTOR VEH** 2 \geq OPERATION MOTOR VEH \geq **OPERATION MOTOR VEH OPERATION MOTOR VEH** OPERATION MOTOR VEH OPERATION MOTOR VEH \geq OPERATION MOTOR VEH LIBRARY F CTOA REMIT PO 99230181 99230181 99230181 99230181 99230181 99230181 99230181 99230181 0000 0000 0000 0000 0000 0000 0000 0000 0000 1 00144240 6316 1 00144240 6316 1 00144240 6316 1 00144240 6316 1 00144240 6316 1 39954000 6742 1 00144240 6316 1 00144240 6316 1 00144240 6316 1100 JACKSON HINDS LIBRARY JACKSON MAC HAIK FLT JACKSON MAC HAIK F LT JACKSON MAC HAIK F LT JACKSON MAC HAIK F LT JACKSON MAC HAIK FLT ACCOUNT DETAIL JACKSON MAC HAIK F LT JACKSON MAC HAIK F LT JACKSON MAC HAIK F LT ACCOUNT DETAIL CASH ACCOUNT: 999 73375 73375 73375 73375 73375 46458 73375 73375 73375 VENDOR



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Detail Invoice List
CHECK RUN: CD050923
DUE DATE: 05/09/2023

	INVOICE VOUCHER CHECK		1,380.61		127.66		64.06		275) ;	47 23	4,639.81		1 100 25	1,109.25			13,712.66		14,246.31
	INVOICE	3107498 LINE AMOUNT		097818 LINE AN	127.66	3098121	64.06	3097898	3.75	3107502 I INF AMOUNT	47.33	CHECK TOTAL	1336422 LINE AMOUNT	1,109.25	CHECK TOTAL	04302023 LINE AMOUNT	9,275.00 3,929.76 507.90		04302023A LINE AMOUNT	14,246.31
RSEMENTS	4TE	05/07/2023		05/09/2023		05/09/2023	· · · · · · · · · · · · · · · · · · ·	05/09/2023		05/09/2023			05/09/2023			05/09/2023			05/09/2023	
POOLED CASH - AP DISBURSEMENTS	REMIT PO TYPE	0 99230188 INV	OPERATION MOTOR VEH	0 99230188 INV	OPERATION MOTOR VEH	0 99230188 INV	OPERATION MOTOR VEH	0 99230188 INV	FIRE STAT MOTOR VEH	0 99230188 INV	OPERATION MOTOR VEH		0 77230469 INV	CARE & MA OTHER OPE		N. O	REDEVELOPOTHER PRO JRA-NORTH OTHER PRO REDEVELOPRENTAL OF			REDEVELOP SPECIAL L
CASH ACCOUNT: 999 1100	The state of	JACKSON MAC HAIK F LT 0000 ACCOUNT DETAIL	1 00144240 6316	JACKSON MAC HAIK F LT 0000 ACCOUNT DETAIL	1 00144240 6316	JACKSON MAC HAIK F LT 0000	1 00144240 5316	JACKSON MAC HAİK F LT 0000	1 00144170 6316	JACKSON MAC HAIK F LT 0000	1 00144240 6316		JACKSON PAPER CO 0000	1 00145300 6299		JACKSON REDEVELOPMENT 0000	2 00142300 6419 2 00142350 6419 3 00142300 6514		JACKSON REDEVELOPMENT 0000 ACCOUNT DETAIL	1 00142300 6414
CASHACO	VENDOR	73375		73375		73375		73375		73375			9200			65525			65525	



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DUE DATE: 05/09/2023

	27,958.97		9,375.00	9,375.00	9,375.00	9,375.00 37,500.00	2.010.76	2,010.76		75.00	807.50
Committee of the last	TYPE DUE DATE INVOICE CHECK TOTAL	2021 LINE AMOUNT 9.375.00	2022 LINE AMOUNT	9,3/5.00 2023 LINE AMOUNT	9,375,00 2025 LINE AMOUNT	CHECK TOTAL	S5924325.001 LINE AMOUNT 2,010.76	CHECK TOTAL	001112740 LINE AMOUNT 75.00	CHECK TOTAL	716 LINE AMOUNT 807.50
SEMENTS	DUE DATE	05/09/2023	05/09/2023	05/09/2023	05/09/2023		05/09/2023		05/09/2023		05/09/2023
POOLED CASH - AP DISBURSEMENTS	.	INV KELLOG OTHER PROF			INV KELLOG OTHER PROF		77230486 INV COMPUTER OTHER REP		INV ATHLETICS OTHER PRO		99230187 EFT OPERATION MOTOR VEH
d Section	REMIT	0000	00000	0000	0000	•	0000		0000		00000
CASH ACCOUNT: 999 1100	7 1 2.	JACKSON RESOURCE CENT ACCOUNT DETAIL 1 07640145 6419	JACKSON RESOURCE CENT ACCOUNT DETAIL	JACKSON RESOURCE CENT ACCOUNT DETAIL	JACKSON RESOURCE CENT ACCOUNT DETAIL 1 07840145 6419		JACKSON SUPPLY CO ACCOUNT DETAIL 1 00490400 6317		JAMES E SMITH ACCOUNT DETAIL 1 00550126 6419		JENKINS AUTOMOTIVES ACCOUNT DETAIL 1 00144240 6316
CASH AC	VENDOR	401825	401825	401825	401825		9387		401245		71125





ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

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

图 · · · · · · · · · · · · · · · · · · ·	DUE DATE VOUCHER CHECK			4,284.03		2000	138,00		718.60		807.50			114,00		1,950.00		5 EA DO	00:400	00 800	304.00	627.10
SOUTH STATE OF STATE	INVOICE	LINE AMOUNT	4,284.03	1	LINE AMOUNT	138.00	714	LINE AMOUNT 718.60	713	LINE AMOUNT 807.50		712 LINE AMOUNT	114.00	711	LINE AMOUNT		710 LINE AMOUNT	564.00	709 ME AND INT	304.00	707	627.10
SEMENTS	DUE DATE	03/03/2023		1	05/09/2023		05/09/2023	* * * * * * * * * * * * * * * * * * * *	05/09/2023			05/09/2023		05/00/2023			05/09/2023		05/09/2023	:	05/09/2023	ŧ
CASH - AP DISBURSEMENTS	TYPE		OR VEH	ŀ	EF	OR VEH	EFT	OR VEH	EFT	OR VEH		EFT	OR VEH	L L L	OR VFH		EFT	OR VEH	EFT	OR VEH	EFT	OR VEH
POOLED CASH . /	6	88230187	OPERATION MOTOR VEH	5 6 6 6 6 6 6 6 6 6 6 6 6 6 6 6 6 6 6 6	99230187	OPERATION MOTOR VEH	99230187	OPERATION MOTOR VEH	99230187	OPERATION MOTOR VEH		99230187	OPERATION MOTOR VEH	99230187	OPERATION MOTOR VEH		99230187	OPERATION MOTOR VEH	99230187	OPERATION MOTOR VEH	99230187	OPERATION MOTOR VEH
The same	REMIT	0000		0000	0000		0000		0000			0000		0000			0000		0000		0000	
CASH ACCOUNT: 999 1100	OUNTED A LEGISLATION OF THE PROPERTY OF THE PR	ACCOUNT DETAIL	1 00144240 6316	Control of the Control of Control of the Control of	JENKINS AUTOMOTIVES ACCOUNT DETAIL	1 00144240 6316	JENKINS AUTOMOTIVES	ACCOUNT DETAIL 1 00144240 6316	JENKINS AUTOMOTIVES	ACCOUNT DETAIL 1 00144240 6316		JENKINS AUTOMOTIVES ACCOUNT DETAIL	1 00144240 6316	SHALLING ALLTOMOTHES	ACCOUNT DETAIL		JENKINS AUTOMOTIVES ACCOUNT DETAIL	1 00144240 6316	JENKINS AUTOMOTIVES	1 00144240 6316	JENKINS AUTOMOTIVES	1 00144240 6316
CASHA	VENDOR	67117		L (/1125		71125		71125			71125		71125			71125		71125		71125	



ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List
CHECK RUN: CD050923
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	AMOUNT. AND AMOUNT. VOUCHER SEED CHECK.		125.00			85.00 10,524.73			6,250.00 6,250.00			2,751.60 2,751.60		200			460.00 567.43		160.50
	INVOICE 708	LINE AMOUNT 125.00	Ç Ç	/U6 LINE AMOUNT	85.00	CHECK TOTAL	BMC01-23	6,250.00	CHECK TOTAL	1-128758944289	2,751.60	CHECK TOTAL	71-S5557073.001	107.43	71-S5574737.001	460.00	CHECK TOTAL	JAI12573 LINE AMOUNT	160.50
SEMENTS	TYPE DUE DATE EFT 05/09/2023		000000000000000000000000000000000000000	05/09/2023			05/09/2023			05/09/2023			05/09/2023		05/09/2023			05/09/2023	
POOLED CASH - AP DISBURSEMENTS	PO TYPE 99230187 EFT	OPERATION MOTOR VEH		9923018/	OPERATION MOTOR VEH		NN	DFA-TMH 2MOTHER PROF		23000737 EFT	FIRE STAT OTHER PRO		77230497 INV	FIRE STAT BUILDINGS	77230499 INV	COMPUTER STRUCTURE		99230191 INV	ZONING DI MOTOR VEH
0	REMIT	U		0000	Ŭ		0000	_		0000	_		0000		0000			0000	
CASH ACCOUNT: 999 1100	JENKINS AUTOMOTIVES	ACCOUNT DETAIL 1 00144240 6316	OTABLE STREET	ACCOUNT DETAIL	1 00144240 6316		JOHNNIE A ROLAND	1 40843350 6419		JOHNSON CONTROLS INC	1 00144170 6419		JOHNSTONE SUPPLY OF J	1 00144170 6461	JOHNSTONE SUPPLY OF J	1 00490400 6462		KEYSTONE AUTO INDUS I ACCOUNT DETAIL	1 00140320 6316
CASH AC	VENDOR 71125		L 2 2	67117			400034			9560			53714		53714			65846	





City of Jackson

ACCOUNTS PAYABLE CHECK RUN REPORT **Detail Invoice List**

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

05/09/2023

TYPE DUE DATE ANOUNT ANOUNT CHECK INVOICE ANOUNT ANOUNT CHECK INV 05/09/2023 JAI32636 INV 05/09/2023 JAI32636 VEH 684.00	147.00 991.50	49,666.67 49,666.67	OF ASC	200.00	325.00	00.040	85.00
JAVOICE ANOUNT LINE AMOUNT 684.00	JAI10851 LINE AMOUNT 147.00 CHECK TOTAL	INV-10565 LINE AMOUNT 49,666.67 CHECK TOTAL	50736 LINE AMOUNT 260.00	56741 LINE AMOUNT 260.00	50797 LINE AMOUNT 325.00	22-127950 LINE AMOUNT	2023-013797 LINE AMOUNT 85.00
SEMENTS DUE DATE OF 18 OS/09/2023		05/09/2023	05/09/2023	05/09/2023	05/09/2023	05/09/2023	05/09/2023
REMIT POOLED CASH AP DISBURSEMENTS 0000 99230191 INV 05/09/2 0PERATION MOTOR VEH	0000 99230191 INV OPERATION MOTOR VEH	0000 HIDTA DATAPROC	0000 99230152 INV OPERATION MOTOR VEH	0000 99230152 INV OPERATION MOTOR VEH	0000 99230152 INV OPERATION MOTOR VEH	0000 SUPPORT S AUTO + TR	0000 SUPPORT S AŬTO + TR
NDOR SE846 KEYSTONE AUTO INDUS I 65846 KEYSTONE AUTO INDUS I ACCOUNT DETAIL 1 00144240 6316	KEYSTONE AUTO INDUS I ACCOUNT DETAIL 1 00144240 6316	KOLOGIK LLC ACCOUNT DETAIL 1 00390825 6847	LAKELAND GLASS AND TI ACCOUNT DETAIL 1 00144240 6316	LAKELAND GLASS AND TI ACCOUNT DETAIL 1 00144240 6316	LAKELAND GLASS AND TI ACCOUNT DETAIL 1 00144240 6316	LANDON'S WORLD AUTO C ACCOUNT DETAIL 1 00144220 6465	LANDON'S WORLD AUTO C ACCOUNT DETAIL 1 00144220 6465
CASH ACCOL	65846	401846	400335	400335	400335	401227	401227

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ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

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

CASH ACCOUNT: 999 LANDON'S 401227

		85,00
2023-011936 LINE AMOUNT	85.00	23-008779
05/09/2023		05/09/2023
NI NI	SUPPORT S AUTO + TR	NI
0000		0000
LANDON'S WORLD AUTO C ACCOUNT DETAIL	1 00144220 6465	LANDON'S WORLD AUTO C

LINE AMOUNT 23-008779 05/09/2023 2

401227

401227

SUPPORT S AUTO + TR 0000 1 00144220 6465 ACCOUNT DETAIL

85.00 LINE AMOUNT 23-011484 05/09/2023 \geq SUPPORT S AUTO + TR 0000 1 00144220 6465 LANDON'S WORLD AUTO C ACCOUNT DETAIL

LINE AMOUNT 2023-010837 05/09/2023 \geq 0000 1 00144220 6465 LANDON'S WORLD AUTO C ACCOUNT DETAIL

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LINE AMOUNT

23-03-07589

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LINE AMOUNT 23-011109 05/09/2023 \geq SUPPORT S AUTO + TR 0000 LANDON'S WORLD AUTO C ACCOUNT DETAIL

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05/09/2023 \geq SUPPORT S AUTO + TR 0000 1 00144220 6465

SUPPORT S AUTO + TR LANDON'S WORLD AUTO C 1 00144220 6465 ACCOUNT DETAIL

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SUPPORT S AUTO + TR 1 00144220 6465 ACCOUNT DETAIL

05/09/2023 2 SUPPORT S AUTO + TR 0000 1 00144220 6465 LANDON'S WORLD AUTO C ACCOUNT DETAIL

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05/09/2023 ≧ 0000 LANDON'S WORLD AUTO C ACCOUNT DETAIL

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SUPPORT S AUTO + TR 1 00144220 6465

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85.00

85,00

85.00

LINE AMOUNT

23-006288

LINE AMOUNT

2023-003801



ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

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

	IOUNT																		
	AMOUNT	85.00		85.00			100.00		100.00		100.00			100.00	6	100.00	100 00		100.00
THE RESERVE THE PERSON NAMED IN	\sim	85.00	23-03-00176 LINE AMOUNT	85.00	2023-020196	100.00	23-013614	100.00	23-008480	LINE AMOUNT		2023-015885 LINE AMOUNT	100.00	2023-009608	LINE AMOUNT 100.00	23-009775	100.00	2023-006354 I INF AMOLINE	100.00
SEMENTS	DUE DATE 05/09/2023		05/09/2023		05/09/2023		05/09/2023	R I	05/09/2023			05/09/2023		05/09/2023		05/09/2023		05/09/2023	; ; ;
POOLED CASH . AP DISBUBSEMENTS		SUPPORT S AUTO + TR		SUPPORT S AUTO + TR	NNI	SUPPORT S AUTO + TR	NI.	SUPPORT S AUTO + TR	NI	SUPPORT S AUTO + TR		NN.	SUPPORT S AUTO + TR	AMI	SUPPORT S AUTO + TR	ANI	SUPPORT S. AUTO + TR	NI	SUPPORT S AUTO + TR
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ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

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

1100 POOLED CASH - AP DISBURSEMENTS

REMIT POOLED CASH - AP DISBURSEMENTS INVOICE - INVOICE - AMOUNT - YOUGHER - CHECK? CASH ACCOUNT: 989 VENDOR ... 401227

Section of the sectio		100.00		00 00	00.00		100.00		100.00		100 00			100.00		100.00		
0000 INV 05/09/2023 2023-03-00-05/0	LINE AMOUNT 100.00		2023-011441 LINE AMOUNT	100.00		100.00	23-03-04687		1 23-03-04332	LINE AMOUNT	100.00	23-03-05651			LINE AMOUNT 100.00		23-0309188	100.00
05/09/2023		1	05/09/2023		05/09/2023		05/09/2023		05/09/2023			05/09/2023		05/09/2023			05/09/2023	*
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100.00

23-03-03308 LINE AMOUNT

05/09/2023

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SUPPORT S AUTO + TR

1 00144220 6465

LANDON'S WORLD AUTO C ACCOUNT DETAIL

401227

100.00

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City of Jackson

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List
CHECK RUN: CD050923
DUE DATE: 05/09/2023

	INVOICE YOUGHER CHECK		00 000	00.001		85.00	0000		85 OO			7,25,00 3,215.00		16.350.00		2 200 00	19,650.00		45.00
	INVOICE	23-012526 LINE AMOUNT	100.00	23-009400	85.00	23-03-00361 LINE AMOUNT	100.00	2023-013910 LINE AMOUNT	85.00	23-03-05369 LINE AMOUNT	125.00	CHECK TOTAL	1 INF AMOUNT	16,350.00	2 LINE AMOUNT	3,300.00	CHECK TOTAL	30974 LINE AMOUNT	45.00
SEMENTS	TYPE DUE DATE	05/09/2023		05/09/2023		05/09/2023		05/09/2023		05/09/2023			05/09/2023		05/09/2023			05/09/2023	
POOLED CASH - AP DISBURSEMENTS	PO		SUPPORT S AUTO + TR	NI	SUPPORT S AUTO + TR	N _{zz}	SUPPORT S AUTO + TR	NI	SUPPORT S AUTO + TR	NII .	SUPPORT S AUTO + TR		NI	DFA-TMH 2MOTHER PROF		DFA-TMH 2MOTHER PROF		EFT	SUPPORT S AUTO + TR
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CASH ACCOUNT: 999 1100		LANDON'S WORLD AUTO C ACCOUNT DETAIL	1 00144220 6465	LANDON'S WORLD AUTO C	1 00144220 6465	LANDON'S WORLD AUTO C ACCOUNT DETAIL	1 00144220 6465	LANDON'S WORLD AUTO C ACCOUNT DETAIL	1 00144220 6465	LANDON'S WORLD AUTO C ACCOUNT DETAIL	1 00144220 6465		LARRY C. REEVES	1 40643350 6419	LARRY C. REEVES ACCOUNT DETAIL	1 40643350 6419		LEWIS BODY SHOP & WRE ACCOUNT DETAIL	1 00144220 6465
CASH AC	VENDOR	401227		401227		401227		401227		401227			401915		401915			65329	





City of Jackson

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List
CHECK RUN: CD050923
DUE DATE: 05/09/2023

	INVOICE AMOUNT SOURCHER CHECK 30992		45.00		45.00		/5.00		75.00		75.00		75.00		25.00			75.00	75.00
	INVOICE 30992	LINE AMOUNT	30991	45.00	30972	75.00	30973	75.00	30975 LINE AMOUNT	75,00	30978	LINE AMOUNT		LINE AMOUNT	75.00	30979	75.00	30982	75.00
SEMENTS	ATE 2023		05/09/2023		05/09/2023	£	05/09/2023		05/09/2023		05/09/2023		05/00/2022	03/03/2023		05/09/2023		05/09/2023	
POOLED CASH - AP DISBURSEMENTS	REMIT PO TYPE	SUPPORT S AUTO + TR	0000	SUPPORT S AUTO + TR	0000 EFT	SUPPORT S' AUTO + TR	0000 EFT	SUPPORT S AUTO + TR	0000 EFT	SUPPORT S AUTO + TR	0000 EFT	SUPPORT S AUTO + TR	1.000		SUPPORT S AUTO + TR	0000 EFT	SUPPORT S AUTO + TR	0000 EFT	SUPPORT S AUTO + TR
CASH ACCOUNT: 999 1100	SHOP & WRE	ACCOUNT DETAIL 1 00144220 6465	LEWIS BODY SHOP & WRE ACCOUNT DETAIL	1 00144220 6465	LEWIS BODY SHOP & WRE ACCOUNT DETAIL	1 00144220 6465	LEWIS BODY SHOP & WRE CACCOUNT DETAIL	1 00144220 6465	LEWIS BODY SHOP & WRE ACCOUNT DETAIL	1 00144220 6465	LEWIS BODY SHOP & WRE	ACCOUNT DETAIL 1 00144220 6465			1 00144220 6465	LEWIS BODY SHOP & WRE	1 00144220 6465	LEWIS BODY SHOP & WRE	1 00144220 6465
CASHAC	VENDOR 65329		65329		65329		65329		65329		65329		82230	03323		65329		65329	







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City of Jackson

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

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

	INVOICE NO CHECK 30981 LINE AMOUNT	75.00		75.00		75.00	00:67	. 60	75,00	C C L	75,00	7.7	73,00	75 OA			75.00	75.00
	100	75.00	30989 LINE AMOUNT	75.00	30988 LINE AMOUNT	75.00	30990	75.00	30993 LINE AMOUNT	75.00	30994 LINE AMOUNT	75.00	30996 LINE AMOUNT	75.00	30997	75.00	30999	75.00
CERSENITO	DVE DATE 05/09/2023		05/09/2023		05/09/2023	75	05/09/2023		05/09/2023		05/09/2023		05/09/2023		05/09/2023	!	05/09/2023	
SENEMESTICASIO AV HSVJ DE 1000	REMIT PO TYPE 0000 EFT	SUPPORT S AUTO + TR	0000 EFT	SUPPORT S AUTO + TR	0000 EFT	SUPPORT S AUTO + TR	0000 EFT	SUPPORT S AUTO + TR	0000 EFT	SUPPORT S AUTO + TR	0000 EFT	SUPPORT S AUTO + TR	0000 EFT	SUPPORT S AUTO + TR	0000 EFT	SUPPORT S AUTO + TR	0000 EFT	SUPPORT S AUTO + TR
CASH ACCOUNT. 888	LEWIS BODY SHOP & ACCOUNT DET	1 00144220 6465	LEWIS BODY SHOP & WRE ACCOUNT DETAIL	1 00144220 6465	LEWIS BODY SHOP & WRE ACCOUNT DETAIL	1 00144220 6465	LEWIS BODY SHOP & WRE	1 00144220 6465	LEWIS BODY SHOP & WRE ACCOUNT DETAIL	1 00144220 6465	LEWIS BODY SHOP & WRE ACCOUNT DETAIL	1 00144220 6465	LEWIS BODY SHOP & WRE ACCOUNT DETAIL	1 00144220 6465	LEWIS BODY SHOP & WRE	1 00144220 6465	LEWIS BODY SHOP & WRE	1 00144220 6465
ON HOVO	VENDOR: STATE OF THE PROPERTY		65329		65329		65329		65329		65329		62336		65329		65329	





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ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List
CHECK RUN: CD050923
DUE DATE: 05/09/2023

	AMOUNT		75.00		75.00	;	75.00		45.00		75.00		75.00	75.00		00 3F	75,00	75.00
Personal Section 1 and	TYPE DUE DATE INVOICE AMOUNT EFT 05/09/2023 30914	75.00	30915	75.00	30916	75.00	30977	45.00	30922	75.00	30934	75.00	30935	75.00	30937	75.00	30938 I INF AMOLINI	75.00
SEMENTS	DUE DATE 05/09/2023	# T	05/09/2023		05/09/2023		05/09/2023		05/09/2023		05/09/2023		05/09/2023		05/09/2023	1+	05/09/2023	
POOLED CASH - AP DISBURSEMENTS	OCOO EFT	SUPPORT S AUTO + TR	EFT	SUPPORT S AUTO + TR	EFT	SUPPORT S AUTO + TR	EFT	SUPPORT S AUTO + TR	EFT	SUPPORT S AUTO + TR	EFT	SUPPORT S AUTO + TR	EFF	SUPPORT S AUTO + TR	EFT	SUPPORT S AUTO + TR	EFT	SUPPORT S AUTO + TR
COMMONDA	REMIT 0000		0000		0000		0000		0000		0000		0000		0000		0000	
CASH ACCOUNT: 999 1100	LEWIS BODY SHOP & WRE	1 00144220 6465	LEWIS BODY SHOP & WRE	1 00144220 6465	LEWIS BODY SHOP & WRE ACCOUNT DETAIL	1 00144220 6465	LEWIS BODY SHOP & WRE	1 00144220 6465	LEWIS BODY SHOP & WRE	1 00144220 6465	LEWIS BODY SHOP & WRE	1 00144220 6465	LEWIS BODY SHOP & WRE	1 00144220 6465	LEWIS BODY SHOP & WRE	1 00144220 6465	LEWIS BODY SHOP & WRE	1 00144220 6465
CASH AC	VENDOR		65329		65329		65329		65329		65329		62329		65329		65329	







ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

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

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	30939 LINE AMOUNT	75.00	30940 LINE AMOUNT	75.00	30941	75.00	30943 LINE AMOUNT	75.00	30944 LINF AMOUNT	75.00	30946 LINE AMOUNT	75.00	30947 LINE AMOUNT	75.00	30945 INF AMOUNT	45.00	30948 LINE AMOUNT	45.00	CHECK TOTAL
RSEMENTS	DUE DATE 05/09/2023		05/09/2023	· · · · · · · · · · · · · · · · · · ·	05/09/2023	1	05/09/2023		05/09/2023		05/09/2023	grams and a second	05/09/2023	:	05/09/2023	e per end ente	05/09/2023		
POOLED CASH - AP DISBURSEMENTS	PO. COLOR TYPE	SUPPORT S AUTO + TR	EFT	SUPPORT S AUTO + TR	EFT	SUPPORT S AUTO + TR	EFT	SUPPORT'S AUTO + TR	EFT	SUPPORT S AUTO + TR	EFT	SUPPORT'S AUTO + TR	EFT	SUPPORT S AUTO + TR	EFT	SUPPORT S AUTO + TR	EFT	SUPPORT S AUTO + TR	
ALCO TO SERVICE AND ADDRESS OF THE PARTY OF		163	E 0000	163	E 0000	165	E 0000	165	(E 0000	165	tE 0000	165	E 0000	165	E 0000	165	E 0000	165	
CASH ACCOUNT: 999 1100	LEWIS BODY SHOP & ACCOUNT DET	1 00144220 6465	LEWIS BODY SHOP & WRE ACCOUNT DETAIL	1 00144220 6465	LEWIS BODY SHOP & WRE ACCOUNT DETAIL	1 00144220 6465	LEWIS BODY SHOP & WRE ACCOUNT DETAIL	1 00144220 6465	LEWIS BODY SHOP & WRE	1 00144220 6465	LEWIS BODY SHOP & WRE	1 00144220 6465	LEWIS BODY SHOP & WRE ACCOUNT DETAIL	1 00144220 6465	LEWIS BODY SHOP & WRE	1 00144220 6465	LEWIS BODY SHOP & WRE	1 00144220 6465	
CASH A	VENDOR		65329		65329		65329		65329		62329		65329		65329		65329		



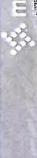
ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

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

	INVOICE	8,225.00		5,210.84 5,210.84		75.00 75.00		47.95 47.95		21 22		A O A O	0.55	212.20
	1.92102418 L.92102418 LINE AMOUNT 8,225.00	CHECK TOTAL 13227024	LINE AMOUNT 1,725.19 3,485.65	CHECK TOTAL	21116 LINE AMOUNT	75.00 CHECK TOTAL	LINE AMOUNT 47.95	CHECK TOTAL	5099522 LINE AMOUNT	84,18	5099676	140.40	5099333 LINE AMOUNT	212,20
SEMENTS	TYPE SDUE DATE EFT 05/09/2023 PRO	05/09/2023			05/09/2023		05/09/2023		05/09/2023		05/09/2023		05/09/2023	
POOL ED CASH - AP DISBURSEMENTS	REMIT PO TYPE 0000 EFT COMPUTER OTHER PRO	VNI	OFFICE OF OTHER PRO FIXED CHA BANK SERVI			SUPPORT S AUTO + TR	INV MAP-D CTOA		99230150 INV	PARKS - M MACHINE/E	99230150 INV	OPERATION MOTOR VEH	99230150 INV	OPERATION MOTOR VEH
CASH ACCOUNT: 999 1100	RANSPORTS 0000 JINT DETAIL 00490400 6419	LOOMIS FARGO CO 0000	ACCOUNT DETAIL 1 00141130 6419 2 03152280 6614		0000	1 00144220 6465	LUCKETT LAND TITLE, 1 ACCOUNT DETAIL 1 12090123 6742		MAC HAIK CHRYSLER 0000	1 00550410 6464	MAC HAIK CHRYSLER 0000	316	MAC HAIK CHRYSLER ACCOUNT DETAIL	316
A HEAVE	VENDOR . 73212	65356			60933		401941		71857		71857		71857	





City of Jackson

ACCOUNTS PAYABLE CHECK RUN REPORT

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

	INVOICE VOUCHER CHECK 5099581		360.30	1	75.75		360.00		149.30		187.50			335.04	77 101	06.791	0 C 7 D	27.50	55.46
The second named in column 2 is not a se	13	360.30	5099535	LINE AMOUNI 75.75	5099578	360.00	3107886	149.30	5099135	LINE AMOUNT		5099316 LINE AMOUNT	335.04	5099133	187.50	5098998 TMICOMO TIME	86.28	5099033 1 INF AMOLINT	55.46
CENSENITE	DUE DATE: 05/09/2023		05/09/2023		05/09/2023	y 1	05/09/2023	:	05/09/2023			05/09/2023		05/09/2023	<u>*</u>	05/09/2023	3	05/09/2023	
BOOT EN CASH - AS INCIDENT	PO TYPE DATE DATE 99230150 INV 05/09/2023	OPERATION MOTOR VEH	99230150 INV	OPERATION MOTOR VEH	99230150 INV	OPERATION MOTOR VEH	99230150 INV	OPERATION MOTOR VEH	99230150 INV	OPERATION MOTOR VEH		99230150 INV	OPERATION MOTOR VEH	99230150 INV	OPERATION MOTOR VEH	99230150 INV	OPERATION MOTOR VEH	99230150 INV	OPERATION MOTOR VEH
	REMIT 0000		0000		0000		0000		0000			0000		0000		0000		0000	
PACE ARCHITAGE ONE	RYSLEF	1 00144240 6316	MAC HAIK CHRYSLER	ACCOUNT DETAIL 1 00144240 6316	MAC HAIK CHRYSLER	1 00144240 6316	MAC HAIK CHRYSLER	ACCOUNI DE IAIL 1 00144240 6316	MAC HAIK CHRYSLER	ACCOUNT DETAIL 1 00144240 6316		MAC HAIK CHRYSLER ACCOUNT DETAIL	1 00144240 6316	MAC HAIK CHRYSLER	1 00144240 6316	MAC HAIK CHRYSLER	1 00144240 6316	MAC HAIK CHRYSLER ACCOUNT DETAIL	1 00144240 6316
1000 E	VENDOR.		71857		71857		71857		71857			71857		71857		71857		71857	





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CASH A	CASH ACCOUNT: 999	STATISTICS.	POOLED CASH - AP DISBURSEMENTS	B DISBUR	SEMENTS		
VENDOR		REMIT	REMIT. PO	TYPE	TYPE DUE DATE	INVOICE	VOUCHER
71857	MAC HAIK CHRYSLER	0000	99230150	> 2	05/09/2023	5098710 LINE AMOUNT	The first control of the second designation of the second
	1 00144240 6316	-	OPERATION MOT	MOTOR VEH			
71857	MAC HAIK CHRYSLER ACCOUNT DETAIL	0000	99230150	N/	05/09/2023	5099233 LINE AMOLINT	
	1 00144240 6316	-	OPERATION MOT	MOTOR VEH		258,00	
71857	MAC HAIK CHRYSLER	0000	99230150	NI	05/09/2023	5099261 I INE AMOLINIT	
	1 00144240 6316		OPERATION MOT	MOTOR VEH		247.50	
165						247.50 CHECK TOTAL 2,956.91	
70646	MCBRIDE EDDIE L ACCOUNT DETAIL	0000	23001081	<u>N</u>	05/09/2023	00031 LINE AMOUNT	
	1 00550410 6419		PARKS - M OTH	OTHER PRO			
						CHECK TOTAL 4,950.00	
63001	McGRAW GOTTA GO TOILE	0000	23001209	NN	05/09/2023	84531E	
	1 00550126 6422 2 00550126 6514		ATHLETICS FREI ATHLETICS REN	FREIGHT E RENTAL OF		150.00 198.00	
						348.00 CHECK TOTAL 348.00	
10860	MEL LUNA SAW CO	0000	88230170	NV	05/09/2023	94247	
	1 00144120 6316		EMERGENCYMOTOR VEH	'OR VEH		240.00	
10860	MEL LUNA SAW CO	0000	88230183	N	05/09/2023	94298	
	1 00144120 6316		EMERGENCYMOTOR VEH	TOR VEH			
10860	MEL LUNA SAW CO	0000	23001224	NI	05/09/2023	94307	
	1 00550410 6317		PARKS M OTH	OTHER REP		714.00	
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05/09/2023

TO A STATE OF THE PARTY OF THE	AMOUNT, CHECK 714.00	468 DO	650.00 1,118.00	1 257 26	411.92 1,669,18	708.00	1178.00	353.00
	INVOICE CONTRACTORY	M75359 LINE AMOUNT 468.00	M89920 LINE AMOUNT 150.00 500.00 CHECK TOTAL	638475 LINE AMOUNT 1,257.26	639159 LINE AMOUNT 411.92 CHECK TOTAL	1176547 LINE AMOUNT 708.00	1176546 LINE AMOUNT 1,178.00	1176538 LINE AMOUNT 353.00
SEMENTS	OUE DATE	05/09/2023	05/09/2023	05/09/2023	05/09/2023	05/09/2023	05/09/2023	05/09/2023
POOLED CASH - AP DISBURSEMENTS	REMIT PO C DUE DATE ON TOTAL CHECK TOTAL	0000 23001172 EFT OFFICE OF OTHER PRO	0000 23000972 EFT INFORMATI FREIGHT E COMPUTER COMPUTER	0000 23000337 EFT COMMUNITY UNIFORMS	0000 23000851 EFT OPERATION UNIFORMS	0000 99230190 EFT PARKS - M MACHINE/E	0000 99230190 EFT PARKS - M MACHINE/E	0000 99230190 EFT RENTAL®NOTOR VEHI
CASH ACCOUNT: 999 1100	and described to the second se	METRIX SOLUTIONS, LLC ACCOUNT DETAIL 1 00144210 6419	METRIX SOLUTIONS, LLC ACCOUNT DETAIL 1 00140610 6422 2 00490400 6234	MID-SOUTH UNIFORM & S ACCOUNT DETAIL 1 00144470 6217	MID-SOUTH UNIFORM & S ACCOUNT DETAIL 1 00144240 6217	MID-STATE GLASS CO., ACCOUNT DETAIL 1 00550410 6464	MID-STATE GLASS CO., ACCOUNT DETAIL 1 00550410 6484	MID-STATE GLASS CO., ACCOUNT DETAIL 1 00140440 6316
CASHAC	VENDOR	400158	400158	11058	11058	62533	62533	62533

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

	TYPE DUE DATE INVOICE AMOUNT CHECK OS/09/2023 175711 LINE AMOUNT		270.00		834.00 3,343.00		8,965,06 8,965,06		192.31		496.74		335.90		167.70		264.00
THE RESERVE ASSESSMENT OF THE PERSON NAMED IN COLUMN TWO IS NOT THE PERSON NAMED IN COLUMN TWO IS NAMED IN COLUMN TWO IS NAMED IN COLUMN TWO IS NAMED IN COLUMN TWO IS NAMED IN COLUMN TWO IS NAMED IN COLUMN TWO IS NAMED IN COLUMN TWO IS NAMED IN COLUMN TWO IS NAMED IN COLUMN TWO IS NAMED IN COLUMN TWO IS NAMED IN COLUMN TWO IS NAMED IN COLUMN TWO IS NAMED IN COLUMN TWO IS	INVOICE 1175711 LINE AMOUNT	270.00	1176545	LINE AMOUNT 834.00	CHECK TOTAL	06 LINE AMOUNT 8,965.06	CHECK TOTAL	231059 LINE AMOUNT 192.31		232534 LINE AMOUNT	430.74	232723 LINE AMOUNT 335.90	230097	LINE AMOUNT 83.85 83.85	231604	LINE AMOUNT 264.00	
SEMENTS	DUE DATE 05/09/2023		05/09/2023			05/09/2023		05/09/2023		05/09/2023		05/09/2023	05/09/2023		05/09/2023		
POOLED CASH - AP DISBURSEMENTS	0000 99230190 EFT	RCMGT MOTOR VEHI	0000 99230190 EFT	PARKS - M MACHINE/E		0000 EFT BLIGHT-MPI CNTRB OTH		0000 INV PERSONNELRENTAL OF		0000 INV	CDDG CARESTEIN AE	0000 RISK MANA RENTAL OF	NNI 0000	PLANNING RENTAL OF OFFICE OF RENTAL OF	ANI 0000	RISK MANA RENTAL	
CASH ACCOUNT: 999 1100	MID-STATE GLASS CO ACCOUNT DETAIL	1 00142810 6316	MID-STATE GLASS CO.,	1 00550410 6464		MIDTOWN PARTNERS INC ACCOUNT DETAIL 1 36096960 6742		MIPCO IMPRESSION PROD ACCOUNT DETAIL 1 00141300 6514		MIPCO IMPRESSION PROD ACCOUNT DETAIL 1 2027/15:00 65:14	4100 00017300 I	MIPCO IMPRESSION PROD ACCOUNT DETAIL 1 00140790 6514	MIPCO IMPRESSION PROD	1 00140410 6514 2 00141130 6514	MIPCO IMPRESSION PROD	ACCOUNT DETAIL 1 00140790 6514	
CASHAC	VENDOR 62533		62533			70433		60427		60427		60427	60427		60427		





City of Jackson

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

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

	REMIT PO TYPE DUE DATE INVOICE AMOUNT VOUCHER CHECK 0000 INV 05/09/2023 232029 LINE AMOUNT	230.60			167.70	60 601	193,00	7,003		27 01/5	3.77t7	338.02		3.4E D0	00:04:0		355.00	370.64
	232029 LINE AMOUNT	230,60	233148 LINE AMOUNT	83,85 83,85	232580 LINE AMOUNT	193.00	233090 LINE AMOUNT	500.27	225035 LINE AMOUNT	349.72	223916 INF AMOUNT	338.02	232446 LINE AMOUNT	346.09	227181	355.00	227182	370.64
PSEMENTS	DUE DATE 05/09/2023		05/09/2023		05/09/2023		05/09/2023		05/09/2023	į.	05/09/2023		05/09/2023	1 Table 1 Tabl	05/09/2023		05/09/2023	
POOL EN CASH - AP DISBUBSEMENTS	TYPE	INFORMATI RENTAL OF	NNI	PLANNING RENTAL OF OFFICE OF RENTAL OF	NI	TELECOMMURENTAL OF	ANI	MUNICLRK RENTAL OF	NN	PARKS - M RENTAL OF	NI	PARKS - M RENTAL OF	NI	PARKS - M RENTAL OF	INV	PUBLIC WO RENTAL OF	NI	PUBLIC WO RENTAL OF
a	D000	=	0000	20	0000	, ,	0000	2	0000	а	0000	Д.	0000	11	0000	<u> </u>	0000	<u>a</u> .
CASH ACCOUNT: 989 1100	MPRESSION CCOUNT DE	1 00140610 6514	MIPCO IMPRESSION PROD ACCOUNT DETAIL	1 00140410 6514 2 00141130 6514	MIPCO IMPRESSION PROD ACCOUNT DETAIL	1 00144310 6514	MIPCO IMPRESSION PROD ACCOUNT DETAIL	1 00142800 6514	MIPCO IMPRESSION PROD ACCOUNT DETAIL	1 00550410 6514	MIPCO IMPRESSION PROD	1 00550410 6514	MIPCO IMPRESSION PROD ACCOUNT DETAIL	1 00550410 6514	MIPCO IMPRESSION PROD	1 00145010 6514	MIPCO IMPRESSION PROD ACCOUNT DETAIL	1 00145010 6514
A LEGA	VENDOR 60427		60427		60427		60427		60427		60427		60427		60427		60427	



ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List
CHECK RUN: CD050923
DUE DATE: 05/09/2023

The state of the s	INVOICE		411.26	33 077	448.56	485.75 485.75		760.03	400.33	466 40			989.62	92 R5		349.88		6,969,74
The second secon	227183	LINE AMOUNT 411.26	227867 LINE AMOUNT	448.66	229593 LINE AMOUNT	485.75	231066 LINE AMOUNT	469,93	232444 LINE AMOUNT	466,40	232547 LINE AMOUNT	989.62	232548 LINE AMOUNT	92.85	232746 LINE AMOUNT	349.88	232747 LINE AMOUNT	6,969,74
SEMENTS	DUE DATE 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	
POOLED CASH - AP DISBURSEMENTS	PO	PUBLIC WO RENTAL OF	N.	PUBLIC WO RENTAL OF	\N.	PUBLIC WO RENTAL OF	NI	PUBLIC WO RENTAL OF	NI	PUBLIC WO RENTAL OF	N	WATER/SEWRENTAL OF	N	WATER/SEWRENTAL OF	NI	ADMINISTR RENTAL OF	NI .	ADMINISTR RENTAL OF
The state of the s	REMIT 0000		0000		0000		0000		0000		0000		0000		0000		0000	
CASH ACCOUNT: 999 1100	MIPCO IMPRESSION PROD	1 00145010 6514	MIPCO IMPRESSION PROD ACCOUNT DETAIL	1 00145010 6514	MIPCO IMPRESSION PROD ACCOUNT DETAIL	1 00145010 6514	MIPCO IMPRESSION PROD ACCOUNT DETAIL	1 00145010 6514	MIPCO IMPRESSION PROD ACCOUNT DETAIL	1 00145010 6514	MIPCO IMPRESSION PROD ACCOUNT DETAIL	1 03152010 6514	MIPCO IMPRESSION PROD ACCOUNT DETAIL	1 03152010 6514	MIPCO IMPRESSION PROD ACCOUNT DETAIL	1 00144224 6514	MIPCO IMPRESSION PROD ACCOUNT DETAIL	1 00144224 6514
CASHA	VENDOR 60427		60427		60427		60427		60427		60427		60427		60427		60427	

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

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

Total State of	CHECK																
	VOUCHER																
The state of the s	INVOICE VOUCHER SANOUNT SO SO SO SO SO SO SO SO SO SO SO SO SO		15,216.02		77	97.10		4,993.55 4,993.55		c c	30.00 30.00		21.010	11,313,16		36 302 23	36,302,23
	234181 LINE AMOUNT	224.24	CHECK TOTAL	P97840	97.10	CHECK TOTAL	41199 LINE AMOUNT 4,993.55	CHECK TOTAL	23-132808	30.00	CHECK TOTAL	042820231	11,313,16	CHECK TOTAL	03312023	36,302.23	CHECK TOTAL
SEMENTS	DUE DATE 3 05/09/2023			05/09/2023			05/09/2023		05/09/2023			05/09/2023			05/09/2023		
P DISBUR	TYPE	ral of		N/S	OTHER OPE		15 INV FEED FOR A		<u>N</u>	MACHINE/E		N<	REPAYMENT		NI	MS AG	
POOLED CASH - AP DISBURSEMENTS	РО	CHIEF ADM RENTAL OF		23001166	PARKS-M OTHI		23001075 ZOO PÄRK FEED		77230507	CRIME LAB MAC			ADMINISTR REP			UNEMPLOYMCLAIMS AG	
The same	10			0000			0000		0000			0000			0000		
CASH ACCOUNT: 999 1180	SION	1 00140198 6514		MISSISSIPPI AG COMPAN	1 00550410 6299		MISSISSIPPI AGRI-PROD ACCOUNT DETAIL 1 39049800 6214		MS DEPARTMENT OF HEAL	1 00144225 6464		MS DEVELOPMENT AUTHOR	1 03152030 6619		MS EMPLOYMENT SECURIT	1 11591300 6722	
CASH A	VENDOR 60427			70105			401571		68265			71860			30808		





ACCOUNTS PAYABLE CHECK RUN REPORT

05/09/2023 Detail Invoice List
CHECK RUN: CD050923
DUE DATE: 05/09/2023

	AOUNT CHECK	186.95	186.95		132.75	03 354 06	29,735.58			2,790.53 2,790.53		11.78		36,474.82 36,474.82
大学 のないのからない	709602-1 LINE AMOUNT	186,95	CHECK TOTAL	04262023 LINE_AMOUNT 132.75	CHECK TOTAL	1015 LINE AMOUNT 29,735.58	CHECK TOTAL	(N1842923	2,339.00	CHECK TOTAL	457736 LINE AMOUNT 11.78	CHECK TOTAL	1086372 LINE AMOUNT	35,4/4,82 CHECK TOTAL
SEMENTS	DUE DATE 05/09/2023			05/09/2023		05/09/2023		05/09/2023			05/09/2023		05/09/2023	
POOLED CASH - AP DISBURSEMENTS	REMIT , PO - TYPE 0000 88230174 INV	EMERGENCYMOTOR VEH		INV OPERATION AUTO LICE		PFT HOPWA-MS CTOA		23000574 INV	EMERGENCYOTHER OPE HUMAN RES FREIGHT E		68230165 EFT EMERGENCYMOTOR VEH		EFT (MATERICAL CARE)	WATER-CAPTO BE
CASH ACCOUNT: 999 1100	MS RUBBER COMPANY 00000 ACCOUNT DETAIL	1 00144120 6316		MS STATE TAX COMMISSI 0000 ACCOUNT DETAIL 1 00144240 6423		MS UNITED TO END HOME 0000 ACCOUNT DETAIL 1 12256620 6742		MUNICIPAL EMERGENCY S 0000	1 00144120 6299 2 00144140 6422		NAPA AUTO PARTS 0000 ACCOUNT DETAIL 1 00144120 6316		NEEL SCHAFFER INC ACCOUNT DETAIL	03258,190 0825
CASHAC	VENDOR 11760			70226		72766.		71606			61831		20230	



ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List
CHECK RUN: CD050923
DUE DATE: 05/09/2023

05/09/2023

	TYPE DUE DATE NAVOICE AMOUNT 05/09/2023 04042023 LINE AMOUNT 20.00	20.00 20.00		100.00 100.00		132.11	20027	344.99	212.23 1,210.91
The state of the s	1NVOICE 722-0000	CHECK TOTAL	95774 LINE AMOUNT 100.00	CHECK TOTAL	281625330001 LINE AMOUNT 110.40 13.59	301684680001 LINE AMOUNT 122.31	279187736001 LINE AMOUNT 78.40 320.87	292706647001 LINE AMOUNT 344.99	306168081001 LINE AMOUNT 212.23 CHECK TOTAL
SEMENTS	05/09/2023		05/09/2023		05/09/2023	05/09/2023	05/09/2023	05/09/2023	05/09/2023
POOLED CASH - AP DISBURSEMENTS	MINI CI RK FGAL		0 88230172 INV EMERĞENCYMOTOR VEH		OFFICE OF OFFICE SU BUSINESS OFFICE SU EQUAL BUS OFFICE SU	0 23000630 INV EQUAL BUS OFFICE SU	23000472 INV STREETS/B CLEANING STREETS/B OFFICE SU	OFFICE OF OFFICE SU	MUNI CLRK OFFICE SUP
COUNT: 999 1100	NORTHSIDE SUN 0 ACCOUNT DETAIL 1 00142800 6444		NOVELTY MACHINE WORKS 0000 ACCOUNT DETAIL 1 00144120 6316		OFFICE DEPOT #414 0000 ACCOUNT DETAIL 1 00142610 6218 2 00142630 6218 3 00142650 6218	OFFICE DEPOT #414 0000 ACCOUNT DETAIL 1 00142650 6218	OFFICE DEPOT #414 0000 ACCOUNT DETAIL 1 00145110 6213 2 00145110 6218	OFFICE DEPOT #414 0000 ACCOUNT DETAIL 1 00140720 6218	OFFICE DEPOT #414 0000 ACCOUNT DETAIL 1 00142800 6218
CASHAC	VENDOR 12925		12960		70072	70072	70072	70072	70072

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05/04/2023 09:08:29 Pam Spann (pams) apwarnt

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ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List
CHECK RUN: CD050923
DUE DATE: 05/09/2023

は 一日 日 日 日 日 日 日 日 日 日 日 日 日 日 日 日 日 日 日	TYPE SECTION DUE DATE NAVOICE AMOUNT CONTRACT NOUGHER CHECK		235.00		31000		155 00	00.001	00 001	0000	66	000:00		66	325.00		6	8,419,93 8,419,93		8,962.80
	INVOICE 2300	LINE AMOUNT	00,000	2308 LINE AMOUNT	310,00	23%5 LINE AMOUNT	155.00	2326 LINE AMOUNT	100.00	2327 LINE AMOUNT	100.00	CHECK TOTAL	14862 LINE AMOUNT	325.00	CHECK TOTAL	14899 LINE AMOUNT	8,419.93	CHECK TOTAL	14931 LINE AMOUNT	8,962.80
SEMENTS	DUE DATE 05/09/2023			05/09/2023		05/09/2023	# +	05/09/2023		05/09/2023			05/09/2023			05/09/2023	· .		05/09/2023	
POOLED CASH . AP DISBURSEMENTS		EMERCENCYANTOR VEH		88230166 EFT	EMERGENCYMOTOR VEH	88230166 EFT	EMERGENCYMOTOR VEH	88230182 EFT	EMERGENCYMOTOR VEH	88230182 EFT	EMERGENCYMOTOR VEH		ANI	STATE TOR CLAIMS AG		NI	STATE TOR CLAIMS AG		ANI	STATE TOR CLAIMS AG
NEADERFELLING.	REMIT			0000		0000		0000		0000			0000			0000			0000	
CASH ACCOUNT: 999 1100	SERVIC	ACCOUNT DETAIL		ON THE WAY SERVICE, ACCOUNT DETAIL	1 00144120 6316	ON THE WAY SERVICE, ACCOUNT DETAIL	1 00144120 6316	ON THE WAY SERVICE,	1 00144120 6316	ON THE WAY SERVICE, ACCOUNT DETAIL	1 00144120 6316		AMBER SANADERS ACCOUNT DETAIL	1 01851820 6722		AMIA EDWARDS ACCOUNT DETAIL	1 01851820 6722		BONITA JOHNSON ACCOUNT DETAIL	1 01851820 6722
CASHAC	VENDOR 400063			400063		400063		400063		400063			666666			999993			999993	

05/04/2023 09:08:29 Pam Spann (pams) apwarrnt

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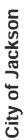
ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

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

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	INVOICE CHECK TOTAL	14880 LINE AMOUNT 475.00 CHECK TOTAL	14901 LINE AMOUNT 17,552.84 CHECK TOTAL	14872 LINE AMOUNT 155.00 CHECK TOTAL	14916 LINE AMOUNT 4,091.64 CHECK TOTAL	14920 LINE AMOUNT 15,196.96 CHECK TOTAL	14928 LINE AMOUNT 23,249.90 CHECK TOTAL
SEMENTS	DUE DATE	05/09/2023	05/09/2023	05/09/2023	05/09/2023	05/09/2023	05/09/2023
POOLED CASH - AP DISBUR	REMIT PO TYPE DUE D	DO INV STATE TOR CLAIMS AG	30 STATE TOR CLAIMS AG	INV STATE TOR CLAIMS AG	00 STATE TOR CLAIMS AG	00 STATE TOR CLAIMS AG	00 STATE TOR CLAIMS AG
CASH ACCOUNT: 999 1100	The second	CHARLES DAVIS 0000 ACCOUNT DETAIL 1 01851820 6722	CHIQUITA FOREST GREEN ACCOUNT DETAIL 1 01851820 6722	CINDY BAILEY 0000 ACCOUNT DETAIL 1 01851820 6722	EARNESTINE SCOTT ACCOUNT DETAIL 1 01851820 6722	ERIKA BROCKINGTON 0000 ACCOUNT DETAIL 1 01851820 6722	GREG AND VICTORIA SAM ACCOUNT DETAIL 1 01851820 6722
CASHAC	VENDOR	999993	999993	866663	999993	999993	999993





ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List
CHECK RUN: CD050923
DUE DATE: 05/09/2023

THE RESIDENCE OF THE PERSON OF	INVOICE CHECK CHEC	230.00 230.00	108.00 108.00	40.00 40.00	4,037.65 4,037.65	16,024.94 16,024.94
	INVOICE STATE 14825 LINE AMOUNT 350.00	14864. LINE AMOUNT 230.00 CHECK TOTAL	LINE AMOUNT 108.00 CHECK TOTAL	14843 LINE AMOUNT 40.00 CHECK TOTAL	14900 LINE AMOUNT 4,037.65 CHECK TOTAL	14930 LINE AMOUNT 16,024.94 CHECK TOTAL
REMENTS	TYPE 05/09/2023 INV 05/09/2023 S AG	05/09/2023	05/09/2023	05/09/2023	05/09/2023	05/09/2023
POOLED CASH - AP DISBURSEMENTS	REMIT PO TYPE 00000 INV STATE TOR CLAIMS AG	INV STATE TOR CLAIMS AG	INV STATE TOR CLAIMS AG	INV STATE TOR CLAIMS AG	INV STATE TOR CLAIMS AG	INV STATE TOR CLAIMS AG
THE REAL PROPERTY.	0000 0000	0000	0000	0000	0000	0000
CASH ACCOUNT: 999 1100	JAYDYN SCOTT ACCOUNT DETAIL 1 01851820 6722	JOHN O'QUINN ACCOUNT DETAIL 1 01851820 6722	JOHNNIE SHELBY ACCOUNT DETAIL 1 01851820 6722	LAURENCE HILLIARD ACCOUNT DETAIL 1 01851820 6722	LOREN WHITE	PAMELA & JIMMY KELLY ACCOUNT DETAIL 1 01851820 6722
CASHAC	/ENDOR 999993	£666666	999993	999993	699993	888883



Detail Invoice List

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

TOTAL STREET,	NVOICE VOUCHER CHECK 04182023 LINE AMOUNT 3.019.72	3,019.72	20 20	135.00 135.00		45.00 45.00		160.00 160.00	00.00	320.00	150.00	150.00
Cordon No.	3.0	3,0						- -		? (*)		- +-
ALTERNATION OF PERSONS ASSESSMENT	INVOICE	CHECK TOTAL	14924 LINE AMOUNT 135.00	CHECK TOTAL	14841 LINE AMOUNT 45.00	CHECK TOTAL	14883 LINE AMOUNT 160.00	CHECK TOTAL	14882 LINE AMOUNT 320.00	CHECK TOTAL	04222023 LINE AMOUNT 150.00	CHECK TOTAL
SEMENTS	INV 05/09/2023 AG		05/09/2023		05/09/2023		05/09/2023		05/09/2023		05/09/2023	
POOLED CASH - AP DISBURSEMENTS	STATE TOR CLAIMS		INV STATE TOR CLAIMS AG		INV STATE TOR CLAIMS AG		INV STATE TOR CLAIMS AG		INV STATE TOR CLAIMS AG		INV PARKS&R SPECIAL P	
-	REMIT 0000		0000		0000		0000		0000		0000	
CASH ACCOUNT: 999 1100	ulf Insu INT DE1		SHERRY FOWLER ACCOUNT DETAIL 1 01851820 6722		STEVEN CRAFT ACCOUNT DETAIL 1 01851820 6722		TIFFANY BRISTER ACCOUNT DETAIL 1 01851820 6722		VALERIE T. COLEMAN ACCOUNT DETAIL 1 01851820 6722		ADRAIN ADDISON ACCOUNT DETAIL 1 005 2332	
CASHA	VENDOR. 999993		999993		999993		999993		999993		266666	



05/04/2023 09:08:29 Pam Spann (pams) apwarrnt

Report generated: User: Program ID:

City of Jackson

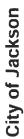
ACCOUNTS PAYABLE CHECK RUN REPORT

05/09/2023 Detail Invoice List
CHECK RUN: CD050923
DUE DATE: 05/09/2023

THE RESERVE THE PERSON NAMED IN COLUMN TWO IS NOT THE PERSON NAMED IN COLUMN TWO IS NAMED IN COLUMN TWO IS NAMED IN COLUMN TWO IS NAMED IN COLUMN TWO IS NAMED IN COLUMN TWO IS NAMED IN COLUMN TWO IS NAMED IN COLUMN TWO IS NAMED IN COLUMN TWO IS NAMED IN COLUMN TWO IS NAMED IN COLUMN TWO IS NAMED IN COLUMN TWO IS NAMED IN COLUMN TWO IS NAMED IN COLUMN TWO IS NAMED IN COLUMN TWO IS NAMED IN COLUMN TWO IS NAMED IN COLUMN TWO IS NAMED IN COLUMN TWO I	DUE DATE INVOICE CHECK 05/09/2023 04172023 LINE AMOUNT 200.00	70.00	124.29 1 24.29	300.00 300.00	765.00 765.00	90.031	267.19
STATE OF STREET	04172023 04172023 LINE AMOUNT 200.00	04102023 LINE AMOUNT 70.00 CHECK TOTAL	04262023 LINE AMOUNT 124.29 CHECK TOTAL	1244072 LINE AMOUNT 300.00 CHECK TOTAL	04192023 LINE AMOUNT 765.00 CHECK TOTAL	1168674-0 LINE AMOUNT 160.98	20018-0 LINE AMOUNT 267.19
SEMENTS	05/08/2023	05/09/2023	05/09/2023	05/09/2023	05/09/2023	05/09/2023	05/09/2023
POOLED CASH - AP DISBURSEMENTS	TYPE INV PARKS & R SPECIAL P	INV PARKS & R SPECIAL P	INV WATER/SEWWATER MET	INV GENERÄL F RENTAL &RE	INV WATER/SEWWATER MET	OFFICE OF OFFICE SU	OFFICE OF OFFICE SU
CASH ACCOUNT: 999 1100	MARY SEAY 0000 ACCOUNT DETAIL 1 005 2332	Mildred Hawkins ACCOUNT DETAIL 1 005 2332	CAROLYN TRIM ACCOUNT DETAIL 1 030 2325	THOM JESSE 0000 ACCOUNT DETAIL 1 001 4647	WILLIAM MCGUFFIE ACCOUNT DETAIL 1 030 2325	P & D MACZKA INC ACCOUNT DETAIL 1 00141110 6218	P & D MACZKA INC 0000 ACCOUNT DETAIL 1 00141110 6218
CASH AC	VENDOR 998932	999992	166666	999997	999997	69149	69149







Detail Invoice List
CHECK RUN: CD050923
DUE DATE: 05/09/2023

VENDOR.	CASH ACCOUNT 989 1100	REMIT	REMIT POSSESSES	TYPE	SEMENTS	CSEMENTS A DUE DATE CHECK TOTAL CHECK TOTAL	VOUCHER CHECK	VOUCHER	5	E S
73558	PENNINGTON & TRIM ALA ACCOUNT DETAIL 1 39049800 6419	0000	23001109 ZOO PARK O	09 INV OTHER PROF	05/09/2023	784449 LINE AMOUNT 42.00	00 66			
						CHECK TOTAL	42.00 42.00			
62824	PEOPLES BANK THE ACCOUNT DETAIL 1 00142380 6611 2 00142380 6611	0000	JRA-CITY JRA-CITY	INV BANK SERVI RETIREMEN	05/09/2023	04042023A LINE AMOUNT 2,250.00 385,000.00				
62824	5 00142300 0012 PEOPLES BANK THE ACCOUNT DETAIL 1 00142380 6611 2 00142380 6612	0000		INTEREST RETIREMEN INTEREST	05/09/2023	94,300.00 04042023B LINE AMOUNT 250,000.00 6,437.50	481,750.00			
						CHECK TOTAL	256,437.50 738,187.50			
67640	PERISCOPE INTERMEDIAT ACCOUNT DETAIL 1 00141410 6443	0000	EFT PURCHASIN DUES, MEM.	EFT DUES, MEM.	05/09/2023	SI-8861 LINE AMOUNT 640.00	00 00 0			
						CHECK TOTAL	640.00 640.00			
6371	PETTY CASH-FINANCE/TR ACCOUNT DETAIL 1 00140193 6474	0000	MAYOR LUM	EFT LUM AIR TRAVEL	05/09/2023	16430 LINE AMOUNT 926.40				
6371	PETTY CASH-FINANCE/TR ACCOUNT DETAIL 1 00144110 6443	0000	FIRE ADMI	EFT DUES, MEM.	05/09/2023	16452 LINE AMOUNT 350.00	926.40			
6371	PETTY CASH-FINANCE/TR ACCOUNT DETAIL 1 00140700 6473	0000	LEGAL	EFT TRAVEL EXP	05/09/2023	16431 LINE AMOUNT 1,436.90	350.00			
Report generated: User: Program ID:	05/04/2023 09:08:29 Pam Spann (pams) apwarrnt								Page	8







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	1,436.90		75.00		775 40		, , , , , , , , , , , , , , , , , , ,	400.00		500.00		222,58		125.00			125.00		125.00		125.00
OF THE PERSON NAMED IN	TYPE DUE DATE INVOICE AMOUNT 1,436,90	16415 LINE AMOUNT	75.00	16439 LINE AMOUNT	476.40	16420 LINE AMOUNT	400.00	16444 LINE AMOUNT	200.00	16449 LINE AMOUNT	222.58	16459	JE AN	125.00	16461 I INF AMOUNT	125.00	16460	LINE AMOUNT 125.00	18,460	LINE AMOUNT 125.00	
SEMENTS	DUE DATE	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		
POOLED CASH - AP DISBURSEMENTS	REMIT PO TYPE	EFF	COMMUNITY DUES, MEM.	EFT	LEGAL AIR TRAVEL	EFT	ADMINISTR DUES, MEM.	EFT	ADMINISTR DUES, MEM.	EFT	ADMINISTR TRAVEL EXP	EFT		LAND USE DUES, MEM.	EFT	LAND USE DUES, MEM.	EFT	LAND USE DUES, MEM.	11	RENTAL&REŒUES, MEM.	
1000	REMIT	0000		0000		0000		0000		0000		0000			0000		0000		0000		
CASH ACCOUNT: 999 1100		PETTY CASH-FINANCE/TR ACCOUNT DETAIL	1 00144470 6443	PETTY CASH-FINANCE/TR ACCOUNT DETAIL	1 00140700 6474	PETTY CASH-FINANCE/TR ACCOUNT DETAIL	1 00945510 6443	PETTY CASH-FINANCE/TR ACCOUNT BETAIL	1 00144410 6443	PETTY CASH-FINANCE/TR ACCOUNT DETAIL	1 00945510 6473	PETTY CASH-FINANCE/TR	ACCOUNT DETAIL	1 00140310 6443	PETTY CASH-FINANCE/TR ACCOUNT DETAIL	1 00140310 6443	PETTY CASH-FINANCE/TR	ACCOUNT DE IAIL 1 00140310 6443	DETTY CASH, FINANCE/TD	ACCOUNT DETAIL 1 00140440 6443	
CASHA	VENDOR	6371		6371		6371		6371		6371		6371			6371		6371		6371		





ACCOUNTS PAYABLE CHECK RUN REPORT

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

OOLED CASH - AP DISBURSEMENTS POR TYPE 105/09/2023 16453 LINE AMOUNT 125.00	125.00	123.UU	273.00	400.000	350.00	566.74		163.05
16453 LINE AMOUNT 125.00	128 LINE AMOUNT 125.00	16405 LINE AMOUNT 575.00	16421 LINE AMOUNT 400.00	16451 LINE AMOUNT 350.00	16389 LINE AMOUNT 566.74	16423 LINE AMOUNT 32.20	16428 LINE AMOUNT 183.08	16426 LINE AMOUNT 168.50 168
EMENTS DUE DATE 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
REMIT POOLED CASH - AP DISBURSEMENTS REMIT POSSIBLE DUE D 0000 EFT 05/09/2 COMMUNITY DUES, MEM.	0000 PLANNING DUES, MEM.	0000 EFT LEGAL DUES, MEM.	0000 EFT PROGRAMMIOTHER PRO	0000 EFT FIRE ADMI DUES, MEM.	0000 EFT BUDGET OF TRAVEL EXP	0000 EFT MAYOR LUM TRAVEL EXP	O000 EFT OFFICE OF TRAVEL EXP	0000 EFT OFFICE OF TRAVEL EXP
CASH ACCOUNT: 999 1100 VENDOR 6371 PETTY CASH-FINANCE/TR ACCOUNT DETAIL 1 00144470 6443	PETTY CASH-FINANCE/TR ACCOUNT DETAIL 1 00140410 6443	PETTY CASH-FINANCE/TR ACCOUNT DETAIL 1 00140700 6443	PETTY CASH-FINANCE/TR ACCOUNT DETAIL 1 00550125 6419	PETTY CASH-FINANCE/TR ACCOUNT DETAIL 1 00144710 6443	PETTY CASH-FINANCE/TR ACCOUNT DETAIL 1 00141120 6473	PETTY CASH-FINANCE/TR ACCOUNT DETAIL 1 00140193 6473	PETTY CASH-FINANCE/TR ACCOUNT DETAIL 1 00141140 6473	PETTY CASH-FINANCE/TR ACCOUNT DETAIL 1 00144210 6473
CASH AC	6371	6371	6371	6371	6371	6371	6371	6371





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	AMOUNT		353,50	Ç	96.30		264.04		409.12		409.12		32.20		1.340.90			22.196	225.77
300000000000000000000000000000000000000	INVOICE 16424	LINE AMOUNT 353.50	16408	58.56 58.56	16387 LIME AMOUNT	264.04	16416	LINE AMOUNT 409.12	16417	409.12	10001	LINE AMOUNT		LINE AMOUNT	1,340.90	16466 LINF AMOUNT	591.22	16463	225.77
SEMENITO	DUE DATE 05/09/2023		05/09/2023		05/09/2023		05/09/2023		05/09/2023		06/00/2022		0000000	05/09/2023		05/09/2023		05/09/2023	
BOOLED CASH. AB DISBLIDGENITA	REMIT PO TYPE 00000 EFT	OFFICE OF TRAVEL EXP	F	MAYOR LUM TRAVEL EXP	EFT	OFFICE OF TRAVEL EXP	EFT	TRANSIT S TRAVEL EXP	EFT	TRÂNSIT S TRAVEL EXP	1	MAYOR LUM TRAVEL EXP	H 1		FIRE ADMI TRAVEL EXP	EFT	FIRE ADMI TRAVEL EXP	EFT	ADMINISTR TRAVEL EXP
	REMIT 0000		0000	_	0000		0000	i	0000		0000			0000		0000		0000	
PACE SEE THINGS HOUSE	FINANC	ACCOUNT DETAIL 1 00144210 6473	PETTY CASH-FINANCE/TR	1 00140193 6473	PETTY CASH-FINANCE/TR	1 00141140 6473	PETTY CASH-FINANCE/TR	ACCOUNT DETAIL 1 18756520 6473	PETTY CASH-FINANCE/TR	1 18756520 6473	CHEMINANIO VITTO	ACCOUNT DETAIL 1 00140193 6473	OFT TOTAL OF THE OFFI	PELLY CASH-FINANCE/LIK ACCOUNT DETAIL	1 00144110 6473	PETTY CASH-FINANCE/TR ACCOUNT DETAIL	1 00144110 6473	PETTY CASH-FINANCE/TR	1 00945510 6473
N FISAS	VENDOR 6371		6371		6371		6371		6371		1263	200	1	63/1		6371		6371	







ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

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

	INVOIGE CONTRACTOR NOUGHER CHECK																		
The second second	AMOUNT.		325.00	, L	90.00		367.36		502.00		9.00		382.04			2.704.20			1,456.80 16,939.19
	4	325.00	16489	95.56	16469	367.36	16473	LINE AMOUNT 502.00	16422	LINE AMOUNT 9.00	16/70	LINE AMOUNT	16467	LINE AMOUNT	901.40	901.40	16418B LINE AMOUNT	728.40	CHECK TOTAL
PENJERITE	DUE DATE 05/09/2023		05/09/2023		05/09/2023		05/09/2023		05/09/2023		05/00/2023		05/00/2022	03/03/2023			05/09/2023	:	
STATISTICAL AS NICELIANDING	POLICIE CASH AF DISBURSEMINE TYPE DE PROPERTIES DE PROPERT	PLANNING DUES, MEM.	EFT	CHIEF ADM TRAVEL EXP	EFT	PLANNING TRAVEL EXP	EFT	COMMUNITY TRAVEL EXP	EFT	FIRE ADMI AUTO LICE	1	FIRE ADMI TRAVELEXP			MAYOR LUMAIR TRAVEL CHIEF ADM AIR TRAVEL	CFO AIR TRAVEL	EFT	MAYOR LUM AIR TRAVEL MAYOR LUM AIR TRAVEL	
	REMIT 0000		0000		0000		0000		0000		0000						0000		
CASH ACCOUNT: 989	FINANCE	1 00140410 6443	PETTY CASH-FINANCE/TR	1 00140198 6473	PETTY CASH-FINANCE/TR	1 00140410 6473	PETTY CASH-FINANCE/TR	ACCOUNT DETAIL 1 00144470 6473	PETTY CASH-FINANCE/TR	ACCOUNT DETAIL 1 00144110 6423	DETTY CASH, FINANCE/TD	ACCOUNT DETAIL 1 00144110 6473	DETTY CASH CINANICE/TD	ACCOUNT DETAIL		3 00140199 6474	PETTY CASH-FINANCE/TR ACCOUNT DETAIL	1 00140193 6474 2 00140193 6474	
VESTO	VENDOR 6371		6371		6371		6371		6371		6371	3	1.463	l (cp			6371		

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City of Jackson

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

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350.00 350.00 840.00 **840.00** 1,189.85 425.70 **425.70** 107,882.66 107,882.66 5,265.00 350,00 LINE AMOUNT CHECK TOTAL LINE AMOUNT LINE AMOUNT 810.00 CHECK TOTAL LINE AMOUNT 1,189.85 LINE AMOUNT 107,882.66 5,265,00 LINE AMOUNT 5,200.00 LINE AMOUNT CHECK TOTAL **CHECK TOTAL** CHECK TOTAL 04282023-3 041423 042823 54597 26978 55654 05/09/2023 05/09/2023 05/09/2023 05/09/2023 05/09/2023 05/09/2023 D & R ADMI PAYMENT TO EFT EFT PERSONNELFREIGHT E PERSONNELSUNDRY-AW <u>≥</u> POLICE PI LAW ENFOR COMPUTER OTHER PRO PROGRAMMIOTHER PRO ≧ ≧ COMPUTER OTHER PRO \geq FTA CARES BUILDINGS 22001326 PHOENIX MEDIA GROUP L 0000 23000758 23001061 0000 0000 0000 0000 0000 0000 1 00141300 6422 2 00141300 6729 1 05555101 6760 1 00490400 6419 1 00550125 6419 1 18756580 6461 1 00144227 6224 1 00490400 6419 1100 PUBLIC EMPLOYEES RETI PRECISION DELTA CORP PITRE'S ENVIRO SERVIC
ACCOUNT DETAIL ACCOUNT DETAIL ACCOUNT DETAIL ACCOUNT DETAIL. ACCOUNT DETAIL ACCOUNT DETAIL ACCOUNT DETAIL PINCRAFTERS LTD CASH ACCOUNT: 999 RESULTZ BIZ RESULTZ BIZ 72887 70252 401898 19021 46460 72737 72737



ACCOUNTS PAYABLE CHECK RUN REPORT

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CHECK RUN: CD050923
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	AMOUNTAINMEN OF THE CHECK	10,465.00		808,035.00		620.31		06 736	996.70 996.70		740 15	748.15		14102	141.83		608.50
The second second second	INVOICE	CHECK TOTAL	2BX00001 LINE AMOUNT 808,035.00	CHECK TOTAL	INV6264487	629.31	INV6287851 LINE AMOUNT	367,39	CHECK TOTAL	INV6293224	748.15	CHECK TOTAL	INV6293225 LINE AMOUNT	141,83	CHECK TOTAL	326480	603.00
SEMENTS	DUE DATE		05/09/2023		05/09/2023		05/09/2023			05/09/2023			05/09/2023			05/09/2023	
MONTH OF THE APPRENIES	REMIT POWER TYPE DUE DATE NIVOICE		INV ADMINISTR PRIVATE G		NN	PLANNING RENTAL OF	ANI	OPERATION RENTAL OF		NI	MCS ADMIN RENTAL OF		ANI	MCS ADMIN RENTAL OF		23001144 INV	ZOO PARK FEED FOR A ZOO PARK FUEL USAGE
Name and	REMIT		0000		0000		0000			0000			0000			0000	
1100	3		RICHARD'S DISPOSAL, I ACCOUNT DETAIL 1 00945510 6492		ROBERT J'YOUNG COMPAN ACCOUNT DETAIL	1 00140410 6514	ROBERT J YOUNG COMPAN ACCOUNT DETAIL	1 03152220 6514		ROBERT J YOUNG COMPAN	1 00141510 6514		ROBERT J YOUNG COMPAN ACCOUNT DETAIL	1 00141510 6514		ROBERTSON PRODUCE OF	1 39049800 6214 2 39049800 6215
CASH ACCOUNT.	VENDOR		401649		63817		63817			63817			63817			73525	







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CHECK RUN: CD050923

05/09/2023 DUE DATE:

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POOLED CASH - AP DISBURSEMENTS

TYPE DUE DATE INVOICE AMOUNT AMOUNT CONTRACT CHECK

22001193 INV 05/09/2023 327334 738.00 2,151.28 4,405.00 1,360.00 1,360.00 33.00 **33.00** 75.00 **75.00** 4,405.00 75.00 CHECK TOTAL LINE AMOUNT 128.54 732.50 LINE AMOUNT 4,405.00 **LINE AMOUNT** LINE AMOUNT 1,360.00 CHECK TOTAL LINE AMOUNT CHECK TOTAL 2,022.74 **CHECK TOTAL** CHECK TOTAL CHECK TOTAL 001112739 001112744 P04483 202263 9953 05/09/2023 05/09/2023 05/09/2023 05/09/2023 05/09/2023 ZOO PARK FEED FOR A ZOO PARK FUEL USAGE OPERATION OTHER REP OPERATION FREIGHT E ≧ 2 ≥ ATHLETICS OTHER PRO \geq PARKS -BA OTHER PRO ⋛ ATHLETICS OTHER PRO JATRAN-OP BUILDINGS 0000 23001193 23001214 23000815 0000 0000 0000 0000 0000 2 39049800 6215 RRW LLC DOOR & HARDWA 1 00550460 6419 1 18756510 6461 1 00550126 6419 1 03152220 6317 2 03152220 6422 1 39049800 6214 1 00550126 6419 ROBERTSON PRODUCE OF SANSOM EQUIPMENT CO., 1100 SAFE AND SOUND SURVEI ACCOUNT DETAIL ACCOUNT DETAIL ACCOUNT DETAIL ACCOUNT DETAIL ACCOUNT DETAIL ACCOUNT DETAIL SANDRA A HARPER RUTHIE WEBB CASH ACCOUNT: 999 70417 73525 400523 72857 401242 61991 VENDOR

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	05/09/2023	
voice List	CD050923	05/09/2023
Detail Invoice I	CHECK RUN:	DUE DATE:

	DUE DATE INVOICE TO THE TOTAL TO THE CHECK OS/09/2023 165696 LINE AMOUNT		65.85 65.85		250.00	250.00		68 47	11:00	76 00	45.50 114.35		2 479.90		2.504.60		2 679 83			Page
The state of the s	INVOICE 165696 LINE AMOUNT	43.90	CHECK TOTAL	26.23.4.5S LINE AMOUNT	250.00	CHECK TOTAL	2181-2	68.47	2217-4	45.88	CHECK TOTAL	227024145	2,479.90	232010774 LINE AMOUNT	2,504.60	218064497 LINE AMOUNT	2,629.83	227024121 LINE AMOLINT	1,127.07	
SEMENTS	DUE DATE 05/09/2023			05/09/2023	**		05/09/2023	:	05/09/2023	:		05/09/2023		05/09/2023	:	05/09/2023		05/09/2023		
POOLED CASH - AP DISBURSEMENTS	23001198 INV	ATHLETICS OTHER PRO PARKS - M CONTRACT		NNI	ZONING DI OTHER PRO		77230518 INV	ARTS CENT OTHER REP	77230544 INV	PROGRAMMIPAINTS, O		23000904 INV	PARKS -GO AGRI + BO	23000904 INV	PARKS -GO AGRI + BO	23000897 INV	PARKS -GO AGRI + BO	23000897 INV	PARKS -GO AGRI + BO	
	REMIT 0000			0000			0000		0000			0000		0000		0000		0000		
CASH ACCOUNT: 999	SECURITY SUPPORT ACCOUNT DET	1 00550126 6419 2 00550480 6420		SHERIDAN SUZY CSR ACCOUNT DETAIL	1 00140320 6419		SHERWIN WILLIAMS #73	1 00141810 6317	SHERWIN WILLIAMS #73	1 00550125 6312		SIMPLOT AB RETAIL INC	1 00550430 6211	SIMPLOT AB RETAIL INC. ACCOUNT DETAIL	1 00550430 6211	SIMPLOT AB RETAIL INC	1 00550430 6211	SIMPLOT AB RETAIL INC	1 00550430 6211	05/04/2023 09:08:29 Pam Spann (pams) apwarrnt
CASH AC	VENDOR 72144			65468			15280		15280			400051		400051		400051		400051		Report generated: User: Program ID:



ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List
CHECK RUN: CD050923
DUE DATE: 05/09/2023

	INVOICE VOUCHER CHECK		1,046.42 9,787.82		89.41 89.41		454,045,94 454,045,9 4		100.00	925.54	100.00	100.00	Page 81
No. of Street,	INVOICE	227024648 LINE AMOUNT 1.046.42	CHECK TOTAL	240307 LINE AMOUNT 89.41	CHECK TOTAL	1348 LINE AMOUNT 454,045.94	CHECK TOTAL	93577150 LINE AMOUNT 100.00	93573216 LINE AMOUNT 926.54	93556649 LINE AMOUNT 100.00	93533096 LINE AMOUNT 100.00	93547030 LINE AMOUNT 100.00	
EMENTS		05/09/2023		05/09/2023		05/09/2023		05/09/2023	05/09/2023	05/09/2023	05/09/2023	05/09/2023	
POOLED CASH - AP DISBURSEMENTS	REMIT PO TYPE DUE DATE	0000 23000897 INV PARKS -GO AGRI + BO		0000 88230171 INV EMERGENCYMOTOR VEH		0000 INV WATER OTHER PROF		0000 INV FIELD O & OTHER PRO	0000 TRAHON TR OTHER PRO	0000 TRAHON TR OTHER PRO	0000 INV FIELD O & OTHER PRO	0000 INV MISC. ADM OTHER PRO	
CASH ACCOUNT: 999 1100	St	SIMPLOT AB RETAIL INC ACCOUNT DETAIL 1 00550430 6211		SOUTHERN HOSE AND GAS ACCOUNT DETAIL 1 00144120 6316		SP METERS JACKSOM MS ACCOUNT DETAIL 1 37652019 6419		SOUTHERN PUMP & TANK ACCOUNT DETAIL 1 03152240 6419	SOUTHERN PUMP & TANK ACCOUNT DETAIL 1 03152235 6419	SOUTHERN PUMP & TANK ACCOUNT DETAIL 1 03152235 6419	SOUTHERN PUMP & TANK ACCOUNT DETAIL 1 03152240 6419	SOUTHERN PUMP & TANK ACCOUNT DETAIL 1 00149300 6419	05/04/2023 09:08:29
CASH ACC	VENDOR	400051		400321		401670		73100	73100	73100	73100	73100	Report generated:



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REMIT PO TYPE DUE DATE INVOICE CHECK 100.001 515.78 485.88 100,001 1,426.54 545,68 358,80 583,05 1,006.40 1,228.10 358.80 485.88 100.00 545.68 **LINE AMOUNT** 1,228.10 LINE AMOUNT CHECK TOTAL LINE AMOUNT **LINE AMOUNT** 1,006.40 **LINE AMOUNT** 515.78 **LINE AMOUNT LINE AMOUNT LINE AMOUNT** 583.05 3026-0500096770 LINE AMOUNT 3026-0500096635 3026-0500096274 3026-0500096708 3026-0500096706 3026-0500096420 3026-0500096707 3026-0500096769 93577528 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 POOLED CASH - AP DISBURSEMENTS OTHER PROF EFT OTHER PROF EFT EFT EFT OTHER PROF EFT EFT EFT EFT 2 MISC, ADM OTHER PRO CONTRACT CONTRACT CONTRACT CONTRACT CONTRACT BUILDING BUILDING BUILDING BUILDING BUILDING SIG SIG SIG 0000 0000 0000 0000 0000 0000 0000 0000 0000 1 00149300 6419 1 00144420 6489 1 38271532 6419 1 38271532 6419 1 38271532 6419 1 00144420 6489 1 00144420 6489 1 00144420 6489 1 00144420 6489 1100 A 2 2 45. SOUTHERN PUMP & TANK ACCOUNT DETAIL ACCOUNT DETAIL ACCOUNT DETAIL ACCOUNT DETAIL ACCOUNT DETAIL ACCOUNT DETAIL ACCOUNT DETAIL ACCOUNT DETAIL ACCOUNT DETAIL STAFFERS INC STAFFERS INC STAFFERS INC STAFFERS INC STAFFERS INC STAFFERS INC STAFFERS INC STAFFERS INC CASH ACCOUNT: 999 VENDOR 66485 66485 66485 66485 66485 73100 66485 66485 66485

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AMOUNT CHECK. 523.25 1,111.05 1,100.00 343.85 162.04 **162.04** 650.00 650.00 1,081.15 1,258.00 POOLED CASH - AP DISBURSEMENTS

REMIT PO TYPE STORY OF THE 081.15 343.85 1,258,00 1,111.05 LINE AMOUNT LINE AMOUNT 650.00 CHECK TOTAL LINE AMOUNT 1,100.00 3026-0500096771 LINE AMOUNT LINE AMOUNT **LINE AMOUNT LINE AMOUNT** CHECK TOTAL CHECK TOTAL CHECK TOTAL 3026-0500096833 3026-0500096562 3026-0500096421 DEQ-00000270 3536370232 902883232 05/09/2023 05/09/2023 05/09/2023 05/09/2023 05/09/2023 05/09/2023 05/09/2023 OTHER PROF OTHER PROF EFT EFT OTHER PROF FF EFT WATER/SEWWATER/SEW EFT \geq LEAD-BASE OTHER PRO 2 CONTRACT PURCHASIN OFFICE SU 23001174 23001217 BUILDING SIG SIG SIG 0000 0000 0000 0000 0000 0000 0000 1 38271532 6419 1 38271532 6419 1 38271532 6419 1 00141410 6218 1 08596410 6419 1 00144420 6489 1100 STAPLES CONTRACT & CO STATE INDUSTRIAL PROD ACCOUNT DETAIL ACCOUNT DETAIL ACCOUNT DETAIL ACCOUNT DETAIL ACCOUNT DETAIL ACCOUNT DETAIL ACCOUNT DETAIL STATE OF MISSISSIPPI STAFFERS INC STAFFERS INC CASH ACCOUNT: 999 STAFFERS INC STAFFERS INC VENDOR 401918 19482 71633 66485 66485 56485 66485









Detail Invoice List

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THE REAL PROPERTY AND ADDRESS OF THE PARTY AND	D5032023 1 INF AMOUNT																		Page 84
TAXABLE SERVICE	AMOUNT		41.00 41.00		178.00 178.00		9 018 50	00:01	11 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2	12,944,75	1 850 42	24,000,1	7 200	00:000	21 216 40	56,433.07		159.00	
The state of the s	1 INVOICE SANCTINE	41.00	CHECK TOTAL	04182023 LINE AMOUNT 178.00	CHECK TOTAL	97 LINE AMOUNT	8,916,50	98 I INF AMOLINT	12,944.75	98 LINE AMOUNT	1,850.42	1008 INF AMOLINT	1,505.00	321 LINE AMOLINT	31,216.40	CHECK TOTAL	S013464154.001 LINE AMOUNT	159,00	
SEMENTS	NTE 023	7		05/09/2023		05/09/2023	0:	05/09/2023		05/09/2023		05/09/2023		05/09/2023	;		05/09/2023		
POOLED CASH - AP DISBURSEMENTS	REMIT POST INV	GENERALF LOCAL REC		INV PLANNING OTHER PRO		H H	STEWPOT-ESENTRB OTH	EFT	STEWPOT-ESCNTRB OTH	EFT	STEWPOT-ESCNTRB OTH	EFT	STWPTCDCVCNTRB OTH	EFT	STWPTCDCVCNTRB OTH		77230449 INV	PROGRAMMIELECTRICA	
No. of Concession, Name of Street, or other	REMIT 0000	ii.		0000		0000		0000	•	0000		0000	•	0000			0000	_	
CASH ACCOUNT: 999 1100	STATE TREASURER 3474	1 001 2326		STEGALL NOTARY SERVIC ACCOUNT DETAIL 1 00140410 6419		STEWPOT COMMUNITY SER ACCOUNT DETAIL	1 37971513 6742	STEWPOT COMMUNITY SER	1 37971513 6742	STEWPOT COMMUNITY SER ACCOUNT DETAIL	1 37971513 6742	STEWPOT COMMUNITY SER	1 38271535 6742	STEWPOT COMMUNITY SER	1 38271535 6742		STUART CIRBY CO ACCOUNT DETAIL	1 00550125 6315	05/04/2023 09:08:29 Pam Spann (pams) apwarrnt
CASHAC	VENDOR. 60601			46588		60405		60405		60405		60405		60405			47085		Report generated: User: Program ID:







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City of Jackson

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	SO13487271.001 LINE AMOUNT	1,166.07		150.86	510.60		102.90	27 45 27 45	2,116.88			537.70	4	926,48	0 0 0 0		892.82
COLUMN TOWNS THE PERSON NAMED IN		1,166.07	S013487295,001 LINE AMOUNT 150.86	S013477885,001 LINE AMOUNT	510.60	S013517010.001 LINE AMOUNT 102.90	S013508311,001 LINE AMOUNT	27.45	CHECK TOTAL	339725 I INF AMOLINT	537.76	00001053	926.48	00001289	300.88	00001335 LINE AMOUNT	892.82
RSEMENTS	TYPE DUE DATE 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	
POOL ED CASH - AP DISBURSEMENTS	REMIT PO TYPE 0000 77230488 INV	FIRE VEHI CINER OPE	77230489 INV PROGRAMMIELECTRICA	77230465 INV	CARE & MA BUILDINGS	77230500 INV	77230484 INV	FIRE STAT BUILDINGS		88230158 EFT	EMERGENCYMOTOR VEH	88230175 EFT	EMERGENCYMOTOR VEH	88230175 EFT	EMERGENCYMOTOR VEH	88230175 EFT	EMERGENCYMOTOR VEH
a	0000	_	0000	0000	, •	0000	0000			0000		0000		0000		0000	
CASH ACCOUNT: 999 1100	3y CO	6879 00144100 1	STUART C IRBY CO ACCOUNT DETAIL 1 00550125 6315	STUART C IRBY CO ACCOUNT DETAIL	1 00145300 6461	STUART C IRBY CO ACCOUNT DETAIL 1 00145300 6461	STUART CIRBY CO ACCOUNT DETAIL	1 00144170 6461		SUNBELT FIRE APPARATU	1 00144120 6316	SUNBELT FIRE APPARATU	1 00144120 6316	SUNBELT FIRE APPARATU	1 00144120 6316	SUNBELT FIRE APPARATU ACCOUNT DETAIL	1 00144120 6316
CASHAC	VENDOR 47085		47085	47085		47085	47085			40894		40994		40994		40994	



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

05/09/2023

	TYPE DUE DATE INVOICE CHECK AMOUNT OF STATE OS/09/2023 00001336 INF AMOUNT	2 EC	2,928.97	7, 1, 2, 0	77.100	695.41 1,556.58		403.03	1,586.37	00 00	33.00		216,279.00
THE REAL PROPERTY.	INVOICE CONTRACTOR OCCUPANT INF AMOUNT	271.03	CHECK TOTAL	14-759018 LINE AMOUNT 854.67 6.50	14-760900 LINE AMOUNT 688.91 6.50	CHECK TOTAL	1231835-01 LINE AMOUNT 463.65	1231834-01 LINE AMOUNT 1,122.72	CHECK TOTAL	001112743 LINE AMOUNT 33.00	CHECK TOTAL	292668 LINE AMOUNT 216,279.00	
SEMENTS	DUE DATE 05/09/2023			05/09/2023	05/09/2023		05/09/2023			05/09/2023		05/09/2023	
POOTED CASH - 49 DISBUBSEMENTS	REMIT PO 1YPE 0000 88230175 EFT	EMERGENCYMOTOR VEH		23001095 INV ZOO PARK FEED FOR A ZOO PARK FUEL USAGE	200 PARK FEED FOR A ZOO PARK FUEL USAGE		0000 23001167 INV OFFICE OF OUTSIDE P	0000 23001168 INV OFFICE OF OUTSIDE P		0000 INV ATHLETICS OTHER PRO		0000 INV WORKERS CINSURANCE	
1100 1100	T FIRE APPA	1 00144120 6316		SUNRISE FRESH PRODUCE ACCOUNT DETAIL 1 39049800 6214 2 39049800 6215	SUNRISE FRESH PRODUCE ACCOUNT DETAIL 1 39049800 6214 2 39049800 6215		T ENTERPRISES ACCOUNT DETAIL 1 00140500 6431	T ENTERPRISES ACCOUNT DETAIL 1 00140500 6431		TERRI MELTON PALMER ACCOUNT DETAIL 1 00550126 6419		THE EVANS AGENCY, INC ACCOUNT DETAIL 1 00140792 6541	
CASH ACCOUNT	VENDOR 40994			401469	401469		401847	401847		401188		401642	

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Detail Invoice List
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DISBURSEMENTS TYPE DUE DATE CHECK TOTAL 216,279.00	510.00	\$10.00 3.006.00 3.006.00	84.00 84.00	429.90 429.90	4,612.61 4,612.61
AMI CHECK TOTAL 216,2	TMB-042023-0087 LINE AMOUNT 510.00	CHECK IDIAL 5 25381 LINE AMOUNT 3,006.00 3,0 CHECK TOTAL 3,0	25662 LINE AMOUNT 84.00 CHECK TOTAL	25560 LINE AMOUNT 429.90 CHECK TOTAL	3007169203 LINE AMOUNT 296.54 1,317.07 148.27 153.93 1,174.47 1,522.33 4,6
SEMENTS S. DUE DATE	05/09/2023	05/09/2023	05/09/2023	05/09/2023	05/09/2023
1100 POOLED CASH AP DISBURSEMENTS REMIT PO TYPE DUE D	00 LEGAL DUES, MEM.	0000 23906766 INV COMMUNITYUNIFORMS	00 23000889 INV EMERGENCYJNIFORMS	0000 23001067 INV EMERGENCYUNIFORMS	ARTS CENT MACHINE/E MUNICIPAL MACHINE/E REDEVELOPOTHER PRO FIRE STAT OTHER PRO PUBLIC SA MACHINE/E CARE & MA MACHINE/E
COUNT: 999	THE MS BAR	THE SQUTHERN CONNECTI 000 ACCOUNT DETAIL 1 00144470 6217	THE SOUTHERN CONNECTI 0000 ACCOUNT DETAIL 1 00144120 6217	THE SOUTHERN CONNECTI 000 ACCOUNT DETAIL 1 00144120 6217	ACCOUNT DETAIL ACCOUNT DETAIL 1 00141810 6464 2 00141910 6464 3 00142300 6419 4 00144170 6419 5 00145300 6464 6 00145300 6464
VENDOR	72004	72057	72057	72057	19685





ACCOUNTS PAYABLE CHECK RUN REPORT

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INVOICE CHECK 005 LINE AMOUNT 4,400.00 CHECK TOTAL 4,400.00	1,350.00 1,350.00	455.00 455.00	200 BUE	395,603.64 704,601.26	412.97 412.97	Page 88
INVOICE LINE AMOUNT 4,400.00 CHECK TOTAL	1629 LINE AMOUNT 1,350.00 CHECK TOTAL	27443 LINE AMOUNT 455.00 CHECK TOTAL	2023-38 LINE AMOUNT 308,997.62	2023-3A LINE AMOUNT 395,603.64 CHECK TOTAL	162924581 LINE AMOUNT 112.97 300.00 CHECK TOTAL	1012380-1 LINE AMOUNT 351.00
TYPE DUSBURSEMENTS TYPE DUS DATE EFT 05/09/2023	05/09/2023	05/09/2023	05/09/2023	05/09/2023	05/09/2023	05/09/2023
POOLED CASH - A PO SAM. PUBLIC DE SPEC	OPERÂTION UNIFORMS	COMPUTER STRUCTURE	DO EFT JATRAN-OP PUBLIC TR	DATRAN-OP PUBLIC TR	3001018 INV SUPPORT S FREIGHT E OPERATION LAW ENFOR	TENNISCO BUILDING
CASH ACCOUNT: 999 1100 REMIT 401857 TIMOTHY CRAIG HOWARD 0000 ACCOUNT DETAIL 1 00140770 6414	TNT SCREEN PRINTING	TOWER SENTRY 0000 ACCOUNT DETAIL 1 00490400 6462	TRANSDEV SERVICES 0000 ACCOUNT DETAIL 1 18756510 6425	TRANSDEV SERVICES ACCOUNT DETAIL 1 18756510 6425	ULINE INC ACCOUNT DETAIL 1 00144220 6422 2 00144240 5224	UNITED PLUMBING & HEA ACCOUNT DETAIL 1 00550140 6311 05/04/2023 09:08:29 Pam Spann (pams) apwarmt
CASH ACC VENDOR 401857	69047	69523	71848	71848	61408	69412 Report generaled: User: Program ID:





Report generated: 05/04/2023 09:08:29 User: Pam Spann (pams) Program ID: apwarrnt

City of Jackson

ACCOUNTS PAYABLE CHECK RUN REPORT

05/09/2023 Detail Invoice List
CHECK RUN: CD050923
DUE DATE: 05/09/2023

	REMIT POLET VOUCHER CHECK.		231.00	1.089.00		108.00		177.00		361.00		231.00		423.25			281.00
	INVOICE	1012370-1 LINE AMOUNT 231.00	1012405-1 LINE AMOUNT	1,089.00	IQ12419-1 LINE AMOUNT	108.00	1011943-1 LINE AMOUNT	177.00	1012420-1 LINE AMOUNT	361.00	1012421-1 LINE AMOUNT	231.00	1012431-1 LINE AMOUNT	423.25	1012207-1 LINE AMOUNT	70.25 70.25 16.25 70.25 54.00)
SEMENTS	OUE DATE	05/09/2023	05/09/2023		05/09/2023		05/09/2023		05/09/2023		05/09/2023		05/09/2023		05/09/2023		
POOLED CASH - AP DISBURSEMENTS	T. PO. TYPE	77230495 INV CRIME LAB WATER/SEWE	77230502 INV	FIRE STAT BUILDINGS	7723050	FIRE STAT BUILDINGS	7723050	FIRE STAT BUILDINGS		MUNICIPAL OTHER REP		CARE & MA BUILDÍNGS	77230512 INV	FIRE STAT BUILDINGS	77230509 INV	SBD - PAV OTHER OPE SBD - D OTHER OPE ADMINISTR OTHER OPE MAINTENAN OTHER OPE OPERATION OTHER OPE	
CASH ACCOUNT: 999 1100		UNITED PLUMBING & HEA 0000 ACCOUNT DETAIL 1 00144225 6452	UNITED PLUMBING & HEA 0000 ACCOUNT DETAIL	1 00144170 6461	UNITED PLUMBING & HEA 0000 ACCOUNT DETAIL	1 00144170 6451	UNITED PLUMBING & HEA 0000 ACCOUNT DETAIL	1 00144170 6461	UNITED PLUMBING & HEA COUNT ACCOUNT DETAIL	1 00141910 6317	UNITED PLUMBING & HEA ACCOUNT DETAIL	1 00145300 6461	UNITED PLUMBING & HEA 0000 ACCOUNT DETAIL	1 00144170 6461	UNITED PLUMBING & HEA 0000 ACCOUNT DETAIL	1 00045124 6299 2 00145125 6299 3 03152210 6299 4 03152215 6299 5 03152220 6299	
CASHAC	VENDOR	69412	69412		69412		69412		69412		69412		69412		69412		



Detail Invoice List
CHECK RUN: CD050923
DUE DATE: 05/09/2023

日本の一般には 一名の一名の一名の一名の一名の一名の一名の一名の一名の一名の一名の一名の一名の一	TYPE DUE DATE INVOICE AMOUNT CONTINUE OF SOURCE CHECK INV 05/09/2023 1012404-1 LINE AMOUNT 2,360.00 2,260.00	234.50 5,846.75	8,406.00 8,406.00	4,986.98 4,986.98	75.00 75.00	1,191,193.49 1,191,193.49
	INVOICE 1012404-1 I012404-1 LINE AMOUNT 2,360.00	1012426-1 LINE AMOUNT 234.50 CHECK TOTAL	26469 LINE AMOUNT 8,406.00 CHECK TOTAL	LINE AMOUNT 4,986.98 CHECK TOTAL	001112738 LINE AMOUNT 75.00 CHECK TOTAL	9000087576 LINE AMOUNT 923,461.65 88,332.03 149,720.53 29,679.28 CHECK TOTAL
EMENTS	DUE DATE	05/09/2023	05/09/2023	05/09/2023	05/09/2023	05/09/2023
POOLED CASH - AP DISBURSEMENTS	REMIT PO TYPE 0000 77230516 INV AQUATICS OTHER REP	0000 77230503 INV TENNIS CO OTHER REP	0000 22002096 INV DFA-PETEBROTHER PROF	0000 23001108 EFT ZOO PARK OTHER REPA	0000 ATHLETÏCS OTHER PRO	WASTEWATECONTRACT TRAHON TR CONTRACT FIELD O & CONTRACT PRESIDENT CONTRACT
CASH ACCOUNT: 999 1100	7	UNITED PLUMBING & HEA ACCOUNT DETAIL 1 00550140 6317	UNIVERSAL SERVICES ACCOUNT DETAIL 1 40450133 6419	UNLIMITED FENCE SOLUT ACCOUNT DETAIL 1 39049800 6317	V L GRAY ACCOUNT DETAIL 1 00550126 6419	VEOLIA NORTH AMERICA ACCOUNT DETAIL 1 03152230 6491 2 03152235 6491 3 03152240 6491 4 03152270 6491
CASH AC	VENDOR 69412	69412	70140	73352	401243	72099

ACCOUNTS PAYABLE CHECK RUN REPORT

05/09/2023 Detail Invoice List
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	S DUE DATE VOUCHER SECRET CHECK 05/09/2023 92 INT AMOUNT CHECK		4,800.00 4,800.00		26.432.02		50 286 57		1	65, /41.0/ 142,459.66		1.624.57		1.223.09		453.44		308.91
The second secon	INVOICE TO SERVING 92	4,800.00	CHECK TOTAL	40313 LINE AMOUNT	26,432.02	40543 LINE AMOUNT	50,286.57	40718 LINE AMOUNT	65,741.07	CHECK TOTAL	047000050923 LINE AMOUNT	1,624.57	058800050923 LINE AMOUNT	1,223.09	148700050923 LINE AMOUNT	453,44	157150050923 LINE AMOUNT	308.91
SEMENTS				05/09/2025		05/09/2023		05/09/2023			05/09/2023		05/09/2023		05/09/2023		05/09/2023	
POOL ED CASH - AP DISBURSEMENTS	TYPE	SBD - PAV CONCRETE		VNI 0000	ECIP IOTBC	/NI 0000	ECIP IOTBC	ANI 0000	ECIP IOTBC		ANI 0000	PARKS -GO WATER/SEWE	NNI 0000	PROGRAMMIWATER/SEWE	ANI 0000	FIRE STAT WATER/SEWE	0000 INV	FIRE STAT WATER/SEWE
CASH ACCOUNT: 999	VERNON MATLOCK	1 00145124 6333		WAGGONER ENGINEERING ACCOUNT DETAIL	1 15745190 6824	WAGGONER ENGINEERING ACCOUNT DETAIL	1 15745190 6824	WAGGONER ENGINEERING ACCOUNT DETAIL	1 15745190 6824		WATER SEWER BUSINESS ACCOUNT DETAIL	1 00550430 6452	WATER SEWER BUSINESS ACCOUNT DETAIL	1 00550125 6452	WATER SEWER BUSINESS ACCOUNT DETAIL	1 00144170 6452	WATER SEWER BUSINESS ACCOUNT DETAIL	1 00144170 6452
CASH AC	VENDOR 400405			40049		40049		40049			18124		18124		18124		18124	



City of Jackson

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	160250050923		50.10		6.59			1,245.53			0.22			93.36			680.56				158.65			308.11			1,209.44
	160250050923 1 INF AMOUNT	50,10		231620050923 LINE AMOUNT	6.59	277400050923	1,245.53		33700056923 LINE AMOUNT	0.22		357640050923	23 36		383240050923	LINE AMOUNT	890.38	417000050923	LINE AMOUNT			4ZUZUUSUSZS	308,11		447000050923	1,209,44	1,20
	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		
ě	REMIT PO INV 0000	SUPPORT S WATER/SEWE		N	PARKS -BA WATER/SEWE	NI	FIRE STAT WATER/SEWE		N	CARE & MA WATER/SEWE		NI	CIDE STAT MATED/SEME		NI		IENNIS CO WATER/SEWE	ANI		FIRE STAT WATER/SEWE		ANI	SBD - PAV WATER/SEWE		NI	PARKS GO WATER/SEWE	
	0000			0000		0000			0000			0000			0000			0000			,	0000			0000		
B.	4 WATER SEWER BUSINESS ACCOUNT DETAIL	1 00144220 6452		WATER SEWER BUSINESS ACCOUNT DETAIL	1 00550460 6452	WATER SEWER BUSINESS	1 00144170 6452		WATER SEWER BUSINESS ACCOUNT DETAIL	1 00145300 6452		WATER SEWER BUSINESS	1 00111170 GAES	10to 07-11to 00	WATER SEWER BUSINESS	ACCOUNT DETAIL	1 00550140 6452	WATER SEWER BUSINESS	ACCOUNT DETAIL	1 00144170 6452		WATER SEWER BUSINESS ACCOUNT DETAIL	1 00145124 6452		WATER SEWER BUSINESS	1 00550430 6452	
CASH AC	VENDOR 18124			18124		18124			18124			18124			18124			18124			100	18124			18124		



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	INVOICE VOUCHER CHECK 458150050923 LINE AMOUNT	35 215	7.10.20	364 26	07:100	2.7	50.100		665.81		3U l.b3		2,407.97		134.10	203.02	76.665	335.37
	1NYOICE 458150050923 LINE AMOUNT	218.26	503100050923 LINE AMOUNT	364.26	510000050923	351.69	520200050923	665.81	535040050923 LINE AMOUNT	301.63	558150050923	2,407.97	572900050923	134.10	602110050923 I INF AMOUNT	293.92	608200050923 LINE AMOUNT	335.37
STNEWS	TYPE 00/E DATE INV 05/09/2023	age o	05/09/2023		05/09/2023		05/09/2023		05/09/2023		05/09/2023		05/09/2023		05/09/2023	:	05/09/2023	;
POOLED CASH - AP DISBURSEMENTS	POs.	CARE & MA WATER/SEWE	ANI	TENNIS CO WATER/SEWE	NI	MAINTENAN WATER/SEWE	N	SBD - PAV WATER/SEWE	N	FIRE STAT WATER/SEWE	NI	CARE & MA WATER/SEWE	NI	PARKS -GO WATER/SEWE	NI.	FIRE STAT WATER/SEWE	NI	FIRE STAT WATER/SEWE
NAME OF TAXABLE	REMIT		0000		0000		0000		0000		0000		0000		0000		0000	
CASH ACCOUNT: 999	ER BUSI	1 00145300 6452	WATER SEWER BUSINESS ACCOUNT DETAIL	1 00550140 6452	WATER SEWER BUSINESS ACCOUNT DETAIL	1 03152140 6452	WATER SEWER BUSINESS	1 00145124 6452	WATER SEWER BUSINESS ACCOUNT DETAIL	1 00144170 6452	WATER SEWER BUSINESS ACCOUNT DETAIL	1 00145300 6452	WATER SEWER BUSINESS	ACCOUNT DETAIL 1 00550430 6452	WATER SEWER BUSINESS ACCOUNT DETAIL	1 00144170 6452	WATER SEWER BUSINESS ACCOUNT DETAIL	1 00144170 6452
OASH AC	VENDOR 18124		18124		18124		18124		18124		18124		18124		18124		18124	





ACCOUNTS PAYABLE CHECK RUN REPORT

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CHECK RUN: CD050923
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	INVOICE VOUCHER SCHECKS 610510050923	31.41		436.68		1,773.31		463.71			143.71		854.31		88.82		147.92	294.73
	610510050923	31,41	671350050923 LINE AMOUNT	436.68	720200050923 LINE AMOUNT	1,773.31	772100050923 LINE AMOUNT	463.71	773000050923 LINE AMOUNT	143.71	816350050923	LINE AMOUNT 854.31	870230050923	LINE AMOUNT 88.82	891110050923	147.92	912330050923	294.73
	TYPE OUT DATE OF 100 INV 05/09/2023		05/09/2023		05/09/2023		05/09/2023		05/09/2023		05/09/2023	F	05/09/2023	1	05/09/2023	a cap c c c c c c c c c c c c c c c c c	05/09/2023	
	REMIT: S. PO. C. S. T. TYPE SECONDE DE DOOD OF DOOD OF DE DOOD OF DOOD OF DE DOOD OF DE DOOD OF DE DOOD OF DE DOOD OF DE DOOD OF DOOD OF DE DOOD OF DE DOOD OF DE DOOD OF DE DOOD OF DE DOOD OF DE DOOD OF DE DOOD OF DE DOOD OF DE DOOD OF DE DOOD OF DE DOOD OF DOOD OF DE DOOD OF DOOD	FIRE STAT WATER/SEWE		FIRE STAT WATER/SEWE	>2	SBD - PAV WATER/SEWE		ANIMAL CO WATER/SEWE	N	VEHICLE M WATER/SEWE	ANI	FIRE STAT WATER/SEWE	ANI	SUPPORT S WATER/SEWE	NI	CARE & MA WATER/SEWE	NN	FIRE STAT WATER/SEWE
	REMIT.		0000		0000		0000		0000		0000		0000	·	0000	10	0000	
200	IDOR 18124 WATER SEWER BUSINESS	1 00144170 6452	WATER SEWER BUSINESS ACCOUNT DETAIL	1 00144170 6452	WATER SEWER BUSINESS ACCOUNT DETAIL	1 00145124 6452	WATER SEWER BUSINESS ACCOUNT DETAIL	1 00144223 6452	WATER SEWER BUSINESS ACCOUNT DETAIL	1 00145610 6452	WATER SEWER BUSINESS	ACCOUNT DETAIL 1 00144170 6452	WATER SEWER BUSINESS	ACCOUNT DETAIL 1 00144220 6452	WATER SEWER BUSINESS	1 00145300 6452	WATER SEWER BUSINESS	1 00144170 6452
	VENDOR 18124		18124		18124		18124		18124		18124		18124		18124		18124	









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	TYPE DUE DATE INVOICE AMOUNT. YOUGHER CHECK INV 05/09/2023 938150050923 LINE AMOUNT INV 05/09/2023 156.67	155.67	92.00 16,918.85	20 25	75.00		1,682.81 1, 682.8 1		705.15	/95.59 1,501.14	225.47
STATE OF THE PERSON NAMED IN	INVOICE 12 12 13 13 13 13 13 13 13 13 13 13 13 13 13	947000050923 LINE AMOUNT 92.00	CHECK TOTAL	001112736 LINE AMOUNT 75.00	CHECK TOTAL	964495 LINE AMOUNT	CHECK TOTAL	102707 LINE AMOUNT 705.15	102728 LINE AMOUNT 795.99	CHECK TOTAL	018381537 LINE AMOUNT 225.47
SHARINES	05/09/2023	05/09/2023		05/09/2023		05/09/2023		05/09/2023	05/09/2023		05/09/2023
POOL ED CASH - AP DISBURSEMENTS	FIRE STAT WATER	INV SUPPORT S WATER/SEWE		ATHLETICS OTHER PRO		S8230162 EFT	EINERGENO INTO LOR VETI	OC CLAIMS 4G	OO CLAIMS AG		00 INV
CASH ACCOUNT: 999	ER BUSINESS JNT DETAIL 00144170 6452	WATER SEWER BUSINESS 0000 ACCOUNT DETAIL 1 00144220 6452		WILSON T BLACKMON 0000 ACCOUNT DETAIL 1 00550126 6419		WINZER CORPORATION 0000 ACCOUNT DETAIL	0120 02144	WOOTTON AMANDA RPR 0000 ACCOUNT DETAIL 1 00140794 6722	WOOTTON AMANDA RPR 0000 ACCOUNT DETAIL 1 00140794 6722		XEROX CORPORATION 0000 ACCOUNT DETAIL 1 00140700 6514
CASH ACC	VENDOR 18124	18124		401247		72763		61255	61255		43290



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CHECK RUN: CD050923
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05/09/2023

VENDOR 43290	WDOR . 43290 XEROX CORPORATION A3290 ACCOUNT DETAIL	REMIT	POLED CASH	TYPE	DUE DATE 05/09/2023	INVOICE	DUE DATE CONTROLL INVOICE CONTROLL CONT
	1 00140700 6514		LEGAL RE	RENTAL OF		550.38	70 70
43290	XEROX CORPORATION ACCOUNT DETAIL	0000		N	05/09/2023	018599039 LINE AMOUNT	ממיחנים
	1 00140700 6514		LEGAL RE	RENTAL OF		225.47	225 47
43290	XEROX CORPORATION ACCOUNT DETAIL	0000		INV	05/09/2023	018528636 LINE AMOUNT	
	*			5		CHECK TOTAL	472.88 1,474.20
71264	YAMAHA MOTOR CORPORAT ACCOUNT DETAIL 1 40450133 6831	0000	22001374 EFT DFA-PETEBRPARKS + RE	EFT RKS + RE	05/09/2023	92487134 LINE AMOUNT 8,825.00	
71264	YAMAHA MOTOR CORPORAT ACCOUNT DETAIL 1 40450133 6240	0000	22001373 EFT DFA-PETEBRNON-CAPITA	EFT N-CAPITA	05/09/2023	92463976 LINE AMOUNT 46,100.00	6,825,00
						CHECK TOTAL	46,100.00 54,925.00
72733	YORK RISK SERVICES GR ACCOUNT DETAIL 1 00140792 6765	0000	EFT WORKERS CPAYMENTS T	EFT YMENTS T	05/09/2023	400000134716 LINE AMOUNT 1,200.00	
72733	YORK RISK SERVICES GR ACCOUNT DETAIL 1 00140792 6765	0000	EFT WORKERS CPAYMENTS T	EFT YMENTS T	05/09/2023	SF-2612-202301290673 LINE AMOUNT 28,598.68	00.003,1
						CHECK TOTAL	28,598.68 29,798.68
401465	200M VIDEO COMMUNICAT ACCOUNT DETAIL 1 00140410 6231	0000	23001107 PLANNING CO	COMPUTER	05/09/2023	INV196190686 LINE AMOUNT 1,986,75	
							1,986.75

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ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

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

999 1100 POOLED CASH - AP DISBURSEMENTS

CHECK TOTAL 1,986.75

CASH ACCOUNT: 999
VENDOR

761 INVOICES

WARRANT TOTAL

7,025,606.41

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ACCOUNTS PAYABLE CHECK RUN REPORT

Check Run Summary

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



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ACCOUNTS PAYABLE CHECK RUN REPORT

5		WELL CLIE	ON NOW REPORT
0001	00141130	OFFICE OF THE TREASUR	0001-0100-411-41130-01-100-01-000-6419
000	00141130	OFFICE OF THE TREASUR	0001-0100-411-41130-01-100-01-000-6514
0001	00141140	OFFICE OF THE DIRECTO	0001-0100-411-41140-01-100-01-000-6419
0000	00141140		0001-0100-411-41140-01-100-01-000-6473
0001	00141300		0001-0800-413-41300-01-100-01-000-6422
0001	00141300		0001-0800-413-41300-01-100-01-000-6514
0001	00141300	PERSONNEL & CIVIL SER	0001-0800-413-41300-01-100-01-000-6729
0001	00141410	PURCHASING	0001-0100-414-41410-01-100-01-000-6218
0001	00141410	PURCHASING	0001-0100-414-41410-01-100-01-000-6443
0001	00141410	PURCHASING	0001-0100-414-41410-01-100-01-000-6514
0001	00141510	MCS ADMIN	0001-0100-415-41510-01-100-01-000-6514
0001	00141810	ARTS CENTER	0001-0200-418-41810-01-100-06-000-6317
000	00141810	ARTS CENTER	0001-0200-418-41810-01-100-06-000-6464
1000	00141910	MUNICIPAL AUDITORIUM	0001-0200-419-41910-01-100-06-000-6317
0001	00141910	MUNICIPAL AUDITORIUM	0001-0200-419-41910-01-100-06-000-6464
0001	00142300	REDEVELOPMENT AUTHORI	0001-0600-423-42300-01-100-01-000-6414
0001	00142300	REDEVELOPMENT AUTHORI	0001-0600-423-42300-01-100-01-000-6419
0001	00142300	REDEVELOPMENT AUTHOR!	0001-0600-423-42300-01-100-01-000-6514
0001	00142350	JRA-NORTH FARISH ST P	0001-0600-423-42350-01-100-01-000-6419
0001	00142380	JRA-CITY COMMITMENTS	0001-0600-423-42380-01-100-01-000-6611
0001	00142380	JRA-CITY COMMITMENTS	0001-0600-423-42380-01-100-01-000-5612
0001	00142380	JRA-CITY COMMITMENTS	0001-0600-423-42380-01-100-01-000-6614
0001	00142610	OFFICE OF ECON DEV-AD	0001-0700-426-42610-01-100-01-000-6218
0001	00142610	OFFICE OF ECON DEV-AD	0001-0700-426-42610-01-100-01-000-6451
0001	00142630	BUSINESS DEVELOPMENT	0001-0700-426-42630-01-100-01-000-6218
0001	00142650	EQUAL BUSINESS OPPORT	0001-0700-426-42650-01-100-01-000-6218
0001	00142800	MUNICIPAL CLERK	0001-0610-428-42800-01-100-01-000-6218
0001	00142800	MUNICIPAL CLERK	0001-0610-428-42800-01-100-01-000-6444
1000	00142800	MUNICIPAL CLERK	0001-0610-428-42800-01-100-01-000-5514
1000	00142810	RECORDS MGT	0001-0610-428-42810-01-100-01-000-6316
0001	00142810	RECORDS MGT	0001-0610-428-42810-01-100-01-000-6512
0001	00143600	SMITH ROBERTSON MUSEU	0001-0200-436-43600-01-100-06-000-6451
0001	00144110	FIRE ADMINISTRATION	0001-0300-441-44110-01-100-04-000-6423
0001	00144110	FIRE ADMINISTRATION	0001-0300-441-44110-01-100-04-000-6443
0001	00144110		.0001-0300-441-44110-01-100-04-000-6473
0001	00144120	EMERGENCY SERVICES DI	0001-0300-441-44120-01-100-04-000-6217
0001	00144120		0001-0300-441-44120-01-100-04-000-6299
0001	00144120	EMERGENCY SERVICES DI	0001-0300-441-44120-01-100-04-000-6316
0001	00144120	EMERGENCY SERVICES DI	0001-0300-441-44120-01-100-04-000-6419
0001	00144140	HUMAN RESOURCES DIVIS	0001-0300-441-44140-01-100-04-000-6422
0001	00144160	VEHICLE R	0001-0300-441-44160-01-100-04-000-6299
0000	00144170	FIRE STATIONS & BLDGS	0001-0300-441-44170-01-100-04-000-6316
000	00144170	FIRE STATIONS & BLDGS	0001-0300-44170-01-100-04-000-6419
000	001441/0	FIRE STATIONS & BLDGS	0001-0300-441-44170-01-100-04-000-6451
1000	00144170	FIRE STATIONS & BLDGS	0001-0300-441-44170-01-100-04-000-6452

OTHER PROFESSIONAL SE	1 725 19	62 050 03
RENTAL OF FOLIPMENT	167.70	70,000,00
OTHER DEDOFFICIONAL CE	14116 00	77,105,2
	14,115.00	151,358,43
FREIGHT EXPRESS & TRU	30.00	07:00
RENTAL OF EQUIPMENT	192.31	2,305,71
SUNDRY-AWARDS	810.00	27.85
OFFICE SUPPLIES	162.04	175.68
DUES MEM. REGIS FEES	640.00	4,890.00
RENTAL OF EQUIPMENT	354.50	1,072.85
RENTAL OF EQUIPMENT	889.98	4,466,31
OTHER REPAIR & MAINT	105.97	1,097.35
MACHINE/EQUIP MAINTEN	296.54	87.00
OTHER REPAIR & MAINT	361.00	666.15
MACHINE/EQUIP MAINTEN	1,317.07	242.28
SPECIAL LEGAL SERVICE	14,246.31	60,828,75
OTHER PROFESSIONAL SE	9,423.27	2,582,58
RENTAL OF EQUIPMENT	507.90	762.65
OTHER PROFESSIONAL SE	3,929.76	10,044.64
RETIREMENT BANK NOTE	635,000.00	96'0
INTEREST ON DEBT	100,937.50	264.69
BANK SERVICE CHARGES	2,250.00	750.00
OFFICE SUPPLIES	110.40	56.12
ELECTRIC LIGHT AND PO	11.77	70,41
	8.12	17.13
OFFICE SUPPLIES	135.90	40.65
OFFICE SUPPLIES	793.79	659.32
LEGAL ADS ADVERTISING	20.00	1,387.35
RENTAL OF EQUIPMENT	500.27	4,642.64
MOTOR VEHICLE REPAIR	270.00	450.00
BUILDING RENTAL	3,496.50	3,502.50
ELECTRIC LIGHT AND PO	1,277.74	367.69
AUTO LICENSE TITLES	9.00	140.00
DUES MEM, REGIS FEES	700.00	925.00
TRAVEL EXPENSE - OUT	2,314,16	907.62
UNIFORMS & WORK CLOTH	513.90	183.52
OTHER OPERATING SUPPL	2,700.62	4.60
MOTOR VEHICLE REPAIR	11,822.55	6,188.32
OTHER PROFESSIONAL SE	5,556.00	57,340.41
FREIGHT EXPRESS & TRU	451.53	63.99
OTHER OPERATING SUPPL	1,230.08	3,322,99
MOTOR VEHICLE REPAIR	6.94	82.83
OTHER PROFESSIONAL SE	2,905.53	1,767.75
ELECTRIC LIGHT AND PO	13,051.80	16,187.02
WATER/SEWER - UTILITY	4,964.61	11,583,78



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ACCOUNTS PAYABLE CHECK RUN REPORT

4,297,73
773,27
2,019,00
4,572,69
300,00
13,163,91
25,630,31
7,428,93
6,354,90
17,676,61
6,655,88
4,138,88
7,023,12
3,746,00
88,838,61
905,00
7,007,02
19,590,74
97,490,90
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2,585,04
5,405,01
328,88
1,859,75
948,15
2,576,65
6,944,25
4,249,94
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2,598,44
1,829,41
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OFFICE SUPPLIES 451-45110-01-10-02-000-6218

193.00 500.00 145.23 1,600.00 2,840.51 4,263.26 200.00 35.00 502.00 630.28



ACCOUNTS PAYABLE CHECK RUN REPORT

2,015,847	FUND TOTAL				
1,236	REPAYMENT OF LOAN	0001-0600-493-49300-01-100-07-000-6619	MISC, ADMIN DEPARTMEN	00149300	1000
200	INTEREST ON DEBT	0001-0600-493-49300-01-100-07-000-6612	_	00149300	0001
12	UNIFORMS RUGS ETC. RE	0001-0300-48130-01-100-03-000-6516 0001-0600-493-49300-01-100-02-000-6419	MISC. ADMIN DEPARTMEN	00149300	000
336	UNIFORMS RUGS ETC. RE	0001-0500-457-45700-01-100-05-000-6516	COSTODIAL SERVICES P.W. PARKING METER SE	00143700	000
143	WATER/SEWER - UTILITY	0001-0500-456-45610-01-100-05-000-6452	VEHICLE MANAGEMEN AD	00145610	000
1,08	ELECTRIC LIGHT AND PO	0001-0500-456-45610-01-100-05-000-6451	VEHICLE MANAGEMENT AD	00145610	0001
81	MOTOR VEHICLE REPAIR	0001-0500-456-45610-01-100-05-000-6316	VEHICLE MANAGEMENT AD	00145610	000
360 416	ELECTRIC LIGHT AND PO	0001-0700-454-45400-01-100-01-000-6451	STREET LIGHTING	00145400	0001
186 946	LEASE-ENERGY EFF/BLDG	0001-0500-453-45300-01-100-05-000-6922	CARE & MAINT OF PUBLI	00145300	0001
1A BOS	INTEREST ON DEBT	0001-0500-453-45300-01-100-05-000-6612	CARE & MAINT OF PUBLI	00145300	0001
150	UNIFORMS RUGS FTC RE	0001-0500-453-45300-01-100-05-000-6516	CARE & MAINT OF PUBLI	00145300	1000
,030,1	MACHINE/FOLID MAINTEN	0001-0500-453-45300-01-100-05-000-6464	CARE & MAINT OF PUBLI	00145300	0001
, , , , ,	RIII DINGS MAINTENANCE	0001-0500-453-45300-01-100-05-000-6461	CARE & MAINT OF PUBLI	00145300	1000
30,04	WATER/SEWER - IIIIIITA	0001-0500-453-45300-01-100-05-000-6452	CARE & MAINT OF PUBLI	00145300	1000
2,55,0	FI FCTRIC LIGHT AND BO	0001-0500-453-45300-01-100-05-000-6451	CARE & MAINT OF PUBLI	00145300	1000
, r	MOTOR VEHICLE DEDAID	0001-0500-453-45300-01-100-05-000-6316	CARE & MAINT OF PUBLI	00145300	1000
50,00	OTHER ODERATING STORY	0001-0500-453-45300-01-100-05-000-6299	CARE & MAINT OF PUBLI	00145300	1000
200	UNIFORMS PLICS FTC BE	0001-0500-451-45125-01-100-05-000-6516	SBD - DRAINAGE	00145125	0001
7	MOTOP VERALING SUPPL	0001-0500-451-45125-01-100-05-000-6316	SBD - DRAINAGE	00145125	1000
9,76	OTHER PRESENCE RE	0001-0500-451-45125-01-100-05-000-620	SBD - DRAINAGE	00145125	0001
2,74	WAIEK/SEWER - UIILIIY	0001-0500-451-45124-01-100-05-000-6516		00145124	0001
3,32	MATERICINE DE DE	0001-0500-451-45124-01-100-05-000-6452	SBD - PAVED STREETS	00145124	1000
4,800	CONCRETE	0001-0500-451-45124-01-100-05-000-6451	SBD - PAVED STREETS	00145124	0001
4,80	ASPHALI-ROUTINE MAINT	0001-0500-451-45124-01-100-05-000-5320		00145124	0001
7	OTHER OPERATING SUPPL	0001-0500-451-45124-01-100-05-000-6299	SBU - PAVED SIREEIS	00143124	000

	31,005.48	FUND TOTAL
49,706,29	915.00	STRUCTURE MAINTENANCE
147,750.16	23,110.00	DUES MEM REGIS FEES
00.0	2,010.76	OTHER REPAIR & MAIN
2,400.00	30.80	MOTOR VEHICLE REPAIR
95.89	1,708.26	OTHER OPERATING SUPPL
00.0	929,00	NON-CAPITAL OFFICE EQ
8.71	2,062.66	COMPUTER SUPPLIES
	49,666.67	FUND TOTAL
00.00	49,666.67	DATA PROCESSING EQUIP
	2,015,841.78	FUND TOTAL
157,866,48	1,236.20	KEPAYMEN I OF LOAN
73,718.59	38.19	INTEREST ON DEBT
0 069 0	200.00	OTHER PROFESSIONAL SE
712.91	336.14	UNIFORMS RUGS ETC. RE
31,316.90	143.71	WAIER/SEWER - UTILITY
2,978.54	1,081.79	ELECTRIC LIGHT AND PO
24.43	815.86	MOTOR VEHICLE REPAIR
691,411,51	360,416.95	ELECTRIC LIGHT AND PO
4,474.70	186,946.54	LEASE-ENERGY EFF/BLDG
-5 181 79	14,808.33	INTEREST ON DEBT
-156 77	235,56	UNIFORMS RUGS ETC. RE
65.85	1,522,33	MACHINE/EQUIP MAINTEN
24 856 53	1,638,77	BUILDINGS MAINTENANCE
174 667 90	20,040,30	WATER/SEWER - UTILITY
23.44	5,332.15	MOJOR VEHICLE REPAIK
21.74	1,109,25	OTHER OPERATING SUPPL
1,210.11	537.18	UNIFORMS RUGS ETC. RE
6,863.00	683.69	MOTOR VEHICLE REPAIR
1,164.13	70.25	OTHER OPERATING SUPPL
6,650.73	6,761.71	UNIFORMS RUGS ETC. RE
26.749.27	2,747.23	WATER/SEWER - UTILITY
12.366.04	3,328,69	ELECTRIC LIGHT AND PO
1 00 1	4 800 00	CONCRETE
439.68	70.25 4 BD3 15	ASPHALT-ROUTINE MAINT
200	70.25	OTHER OPERATING SUPPL

0004-1200-904-90400-07-100-01-000-6239 0004-1200-904-90400-01-100-01-000-6239 0004-1200-904-90400-01-100-01-000-6316 0004-1200-904-90400-01-100-01-000-6317 0004-1200-904-90400-01-100-01-000-6419 0004-1200-904-90400-01-100-01-000-6443

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00390825 HIDTA-GRANT

0003

0004-1200-904-90400-01-100-01-000-6234

COMPUTER POOL

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ACCOUNTS PAYABLE CHECK RUN REPORT

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SPECIAL PROGRAMS-RECR OTHER PROFESSIONAL SE ELECTRIC LIGHT AND PO	RECKEATIONAL SUPPLIES OTHER OPERATING SUPPL PAINTS OILS & GLASS	ELECTRICAL MATERIALS OTHER PROFESSIONAL SE	ELECTRIC LIGHT AND PO WATER/SEWER - UTILITY	BUILDINGS MAINTENANCE	OTHER PROFESSIONAL SE	FREIGHT EXPRESS & TRU BENTAL OF FOLIDMENT	OTHER OPERATING SUPPL	BUILDING MATERIALS	OTHER REPAIR & MAINTED FOR THE POTENTIAL FOLDS INCHES AND PO	WATER/SEWER - UTILITY	OTHER REPAIR & MAINT	ELECTRIC LIGHT AND PO	OTHER OPERATING SUPPL	OTHER REPAIR & MAINT	OTHER PROFESSIONAL SE	FREIGHT EXPRESS & IND	MACHINE/EQUIP MAINTEN	RENTAL OF EQUIPMENT	AGRI + BOT-SEED FERT	PLUMBING FIXTURES & S	OTHER PROFESSIONAL SE	ELECTRIC LIGHT AND PO	WATER/SEWER - UTILITY	OTHER PROFESSIONAL SE	WATER/SEWER - UTILITY	INTEREST ON DEBT	REPAYMENT OF LOAN	HAND TOOLS	CONTRACT SECURITY SER	ELECTRIC LIGHT AND PO	FUND TOTAL	CONTRIBUTION TO OTHER
0005-0000-000-000-002-210-00-000-2332 0005-1100-501-50110-02-210-06-000-6419 0005-1100-501-50110-02-210-06-000-6451	0005-1100-501-50125-02-210-05-000-6227 0005-1100-501-50125-02-210-05-000-6299 0005-1100-501-50125-02-210-06-000-8312	0005-1100-501-50125-02-210-03-300-5312 0005-1100-501-50125-02-210-06-000-6315 0005-1100-501-50125-02-210-06-000-6419	0005-1100-501-50125-02-210-06-000-6451 0005-1100-501-50125-02-210-06-900-6452	0005-1100-501-50125-02-210-06-000-6461 0005-1100-501-50128-02-210-06-000-818	0005-1100-501-50126-02-210-06-000-6419	0005-1100-501-50126-62-210-06-000-6422 0005-1100-501-50126-02-210-06-000-6514	0005-1100-501-50140-02-210-06-000-5299	0005-1100-501-50140-02-210-06-000-5311	U005-1100-501-50140-02-210-06-000-6317 0005-1100-501-50140-02-210-06-000-6451	0005-1100-501-50140-02-210-06-000-6452	0005-1100-501-50180-02-210-06-000-6317	0005-1100-501-50180-02-210-06-000-6451	0005-1100-504-50410-02-210-06-000-6299	0005-1100-504-50410-02-210-06-000-6317	0005-1100-504-50410-02-210-06-000-6419	U005-1100-504-50410-02-210-06-000-6422 0005-1100-504-50410-02-210-06-000-6451	0005-1100-504-50410-02-210-06-000-6464	0005-1100-504-50410-02-210-06-000-6514	0005-1100-504-50430-02-210-06-000-6211	0005-1100-504-50430-02-210-06-000-6314	0005-1100-504-50430-02-210-06-000-6419	0005-1100-504-50430-02-210-06-000-6451	0005-1100-504-50430-02-210-06-000-6452	0005-1100-504-50460-02-210-06-000-6419	0005-1100-504-50460-02-210-06-000-6452	0005-1100-504-50460-02-210-06-000-6612	0005-1100-504-50460-02-210-06-000-6619	0005-1100-504-50480-02-210-06-000-6230	0005-1100-504-50480-02-210-06-000-6420	0005-1100-504-50480-02-210-06-000-6451		0007-0600-505-50500-02-240-05-000-6742
PARKS & RECR. FUND ADMIN PARKS & RECREAT ADMIN PARKS & RECREAT	PROGRAMMING PROGRAMMING PROGRAMMING	PROGRAMMING PROGRAMMING	PROGRAMMING PROGRAMMING	PROGRAMMING ATHI FTICS	ATHLETICS	ATHLETICS ATHI FTICS	TENNIS COURTS	TENNIS COURTS	TENNIS COURTS	TENNIS COURTS	AQUATICS	AQUATICS	PARKS - MAINTENANCE	PARKS - MAINTENANCE	PARKS - MAIN ENANCE	PARKS - MAINTENANCE	PARKS - MAINTENANCE	PARKS - MAINTENANCE	PARKS -GOLF COURSE MA	PARKS -BASEBALL STADU	PARKS -BASEBALL STADU	PARKS -BASEBALL STADU	PARKS -BASEBALL STADU	PARKS - MYNELLE GARDE	PARKS - MYNELLE GARDE	PARKS - MYNELLE GARDE		BUSINESS IMPRMINT TX A				
005 00550110 00550110	00550125 00550125 00550125	00550125	00550125	00550125	00550126	00550126	00550140	00550140	00550140	00550140	00550180	00550180	00550410	00550410	00550410	00550410	00550410	00550410	00550430	00550430	00550430	00550430	00550430	00550460	00550460	00550460	00550460	00550480	00550480	00550480		00750500
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00-00000-02-210-00-000-2332	SPECIAL PROGRAMS-RECR	420.00	
01-50110-02-210-06-000-6419	OTHER PROFESSIONAL SE	1,320.00	2,079.99
01-50110-02-210-06-000-6451	ELECTRIC LIGHT AND PO	771.34	3,712.56
01-50125-02-210-06-000-6221	RECREATIONAL SUPPLIES	4,475.82	135.73
01-50125-02-210-06-000-6299	OTHER OPERATING SUPPL	711.00	7.65
01-50125-02-210-06-000-6312	PAINTS OILS & GLASS	45.88	267.99
01-50125-02-210-06-000-6315	ELECTRICAL MATERIALS	309.86	189.03
01-50125-02-210-06-000-6419	OTHER PROFESSIONAL SE	1,907.98	204.08
01-50125-02-210-06-000-6451	ELECTRIC LIGHT AND PO	225.81	10,800.63
01-50125-02-210-06-000-6452	WATER/SEWER - UTILITY	1,223.09	60,253.13
01-50125-02-210-06-000-6461	BUILDINGS MAINTENANCE	898.88	227.41
01-50126-02-210-06-000-5218	OFFICE SUPPLIES	326.90	5.82
01-50126-02-210-06-000-6419	OTHER PROFESSIONAL SE	855.90	271.85
01-50126-62-210-06-000-6422	FREIGHT EXPRESS & TRU	150.00	0.00
01-50126-02-210-06-000-6514	RENTAL OF EQUIPMENT	198.00	4,072.77
01-50140-02-210-06-000-6299	OTHER OPERATING SUPPL	711.00	337.74
01-50140-02-210-06-000-6311	BUILDING MATERIALS	419.44	66.55
01-50140-02-210-06-000-6317	OTHER REPAIR & MAINT	234.50	1,590.62
01-50140-02-210-06-000-6451	ELECTRIC LIGHT AND PO	607.34	4,405.79
01-50140-02-210-06-000-6452	WATER/SEWER - UTILITY	1,044.82	10,284.08
01-50180-02-210-06-000-6317	OTHER REPAIR & MAINT	2,360.00	2,508.03
01-50180-02-210-06-000-6451	ELECTRIC LIGHT AND PO	366.34	578.51
04-50410-02-210-06-000-6299	OTHER OPERATING SUPPL	97.10	8.39
04-50410-02-210-06-000-6317	OTHER REPAIR & MAINT	1,072.12	1,29
04-50410-02-210-06-000-6419	OTHER PROFESSIONAL SE	4,950.00	604.80
04-50410-02-210-06-000-6422	FREIGHT EXPRESS & TRU	26.84	0.00
04-50410-02-210-06-000-6451	ELECTRIC LIGHT AND PO	2,321.52	13,534.56
04-50410-02-210-06-000-6464	MACHINE/EQUIP MAINTEN	2,916.70	758.50
04-50410-02-210-06-000-6514	RENTAL OF EQUIPMENT	1,033.83	192.91
04-50430-02-210-06-000-6211	AGRI + BOT-SEED FERT	9,787.82	32.29
04-50430-02-210-06-000-6314	PLUMBING FIXTURES & S	290.92	122,96
04-50430-02-210-06-000-6419	OTHER PROFESSIONAL SE	526.15	733.50
04-50430-02-210-06-000-6451	ELECTRIC LIGHT AND PO	52.68	2,501.64
04-50430-02-210-06-000-6452	WATER/SEWER - UTILITY	2,968,11	1,823.21
04-50460-02-210-06-000-6419	OTHER PROFESSIONAL SE	4,405.00	440.00
04-50460-02-210-06-000-6452	WATER/SEWER - UTILITY	6:29	5,120.95
04-50460-02-210-06-000-6612	INTEREST ON DEBT	166.51	-598.16
04-50460-02-210-06-000-6619	REPAYMENT OF LOAN	3,333.33	6,422.04
04-50480-02-210-06-000-6230	HAND TOOLS	103.60	404.03
04-50480-02-210-06-000-6420	CONTRACT SECURITY SER	21.95	24.40
04-50480-02-210-06-000-6451	ELECTRIC LIGHT AND PO	718.06	2,237.11
	FUND TOTAL	54,382.73	
05-50500-02-240-05-000-6742	CONTRIBUTION TO OTHER	58,645.87	393.12
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City of Jackson ACCOUNTS PAYABLE CHECK RUN REPORT

	777.00 0.00 8,034.86 29.59 21.87		13,254.92				6.471.84	469.45	1,026,425.52	95,980.73	4,571.21	374.13	70.46	12.75	571,19	247.80	23,049.71	-422,002,90	1,563.04	239,580.30	664.25	1,666,25	27,033.65	51,882.26	
58,645.87	400.00 448.35 808,035.00 250.98 399.96	809,534.29	102,899.38	102,899.38	889.29	889.29	40,922.00	1,082.47		79.95	351.69	16.25	70.25	54.00	2,022.74	128.54	367.39	923.461.65	1,026.54	88,332.03	200.00	1,336.78	149,720.53	29,679.28 3,485.65	1,284,163.06
FUND TOTAL	DUES MEM. REGIS FEES TRAVEL EXPENSE - OUT PRIVATE GARBAGE COLLE ELECTRIC LIGHT AND PO UNIFORMS RUGS ETC. RE	FUND TOTAL	CLAIMS AGAINST CITY	FUND TOTAL	WATER METER OVERPAYME	FUND TOTAL	WATER/SEWER INVENTORY POSTAGE P O BOX RENT	RENTAL OF EQUIPMENT	REPAYMENT OF LOAN	MOTOR VEHICLE REPAIR	WATER/SEWER - UTILITY	OTHER OPERATING SUPPL	OTHER OPERATING SUPPL	OTHER OPERATING SUPPL	OTHER REPAIR & MAINT	FREIGHT EXPRESS & TRU	RENTAL OF EQUIPMENT	CONTRACT OPERATIONS	OTHER PROFESSIONAL SE	CONTRACT OPERATIONS	OTHER PROFESSIONAL SE	ELECTRIC LIGHT AND PO	CONTRACT OPERATIONS	CONTRACT OPERATIONS BANK SERVICE CHARGES	FUND TOTAL
	0009-0500-455-45510-05-550-17-000-6443 0009-0500-455-45510-05-550-17-000-6473 0009-0500-455-45510-05-550-17-000-6492 0009-0500-506-50610-05-550-17-000-6451 0009-0500-506-50610-05-550-17-000-6516	ì	0018-0600-518-51820-01-118-01-000-6722		0030-0000-000-00000-05-511-00-000-2325		0031-0000-000-00000-05-511-00-000-1503 0031-0500-520-52010-05-511-14-000-6421	0031-0500-520-52010-05-511-14-000-6514	0031-0500-520-52030-05-511-14-000-6619	0031-0500-521-52140-05-511-14-000-6316	0031-0500-521-52140-05-511-14-000-6452	0031-0500-522-52210-05-511-14-000-6299	0031-0500-522-52215-05-511-14-000-6299 0031-0500-522-52215-05-511-14-000-6516	0031-0500-522-5220-05-511-14-000-6299	0031-0500-522-52220-05-511-14-000-6317	0031-0500-522-52220-05-511-14-000-6422	0031-0500-522-52220-05-511-14-000-6514 0031-0500-522-5220-05-511-14-000-6516		0031-0500-522-52235-05-511-14-000-6419	0031-0500-522-52235-05-511-14-000-6491	0031-0500-522-52240-05-511-14-000-6419	0031-0500-522-52240-05-511-14-000-6451	0031-0500-522-52240-05-511-14-000-6491	0031-0500-522-52270-05-511-14-000-6491 0031-0500-522-52280-05-511-14-000-6614	
	ADMINISTRATIVE - SANI ADMINISTRATIVE - SANI ADMINISTRATIVE - SANI LANDFILL OPERATIONS LANDFILL OPERATIONS		STATE TORT ADMINISTRA		WATER/SEWER REVENUE F		WATER/SEWER OP & MAIN WATER/SEWER BUSINESS	WATER/SEWER BUSINESS	ADMINISTRATIVE	MAINTENANCE & DISTRIB	MAINTENANCE & DISTRIB	ADMINISTRATIVE	MAINTENANCE SUPPLY	OPERATION & MAINTENAN	OPERATION & MAINTENAN	OPERATION & MAINTENAN	OPERATION & MAINTENAN	WASTEWATER TREATMENT-	TRAHON TREATMENT FACI	TRAHON TREATMENT FACI	FIELD O & M TESTING	FIELD O & M TESTING	FIELD O & M TESTING	PRESIDENTIAL HILLS TR FIXED CHARGES	
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City of Jackson ACCOUNTS PAYABLE CHECK RUN REPORT

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36,474.82	36,474.82	107,882.66	107,882.66	54,787.80 88,500.00	143,287.80	40,833.33	40,833.33	16.47 14,870.08 1,100.00 4,500.00	20,486.55	36,302.23	36,302,23	47.95	47.95	74,604.70 29,735.58	104,340.28	142,459,66	142,459.66	10,982.48	10,982.48	704,601,26
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ACCOUNTS PAYABLE CHECK RUN RE 332 03252190 WATER-CAPITAL IMPROVE 0032-0500-521-52		D & R ADMINISTRATIVE		EXCESS RISK HEALTH EMPLOYEE MEDICAL CENT		KELLOGG FOUNDATION PR		OFFICE OF HSNG & COMM HARBOUR HOUSE LEAD-BASED PAINT HAZA LEAD INTRVTN ACTIVITI		UNEMPLOYMENT COMPENS		MAP-DPA		HOPWA - GRACE HOUSE HOPWA-MS UNITED TO EN		ENGINEERING-CAPITAL I		1% ENGINEERING CAPITA		10 JATRAN-OPERATING ASSI 05/04/2023 09:08:29 Pem Spann (pams) apwarmt
ACCOUNT 0032 03252190		0055 05555101		0057 05755870 0057 05755897		0076 07640145		0085 08580920 0085 08583310 0085 08596410 0085 08596430		0115 11591300		0120 12090123		0122 12256615 0122 12256620		0157 15745190		0173 17345190		0187 18756510 Report generated: 05/04 User: Pam Program ID: apwa

ACCOUNTS PAYABLE CHECK RUN REPORT

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4,470.24 1,360.00 8,455.27 818.24 509.25 28,608.10 1,189.85	750,012,21	3,962.12	3,962.12	3,350.00 15,435.00 8,965.06	27,750.06	454,045.94	454,045.94	23,711.67	23,711.67	496.74 6,200.48 32,721.40	39,418.62	7,872.63 24.00 107.04 142.28 4,986.98 21,591.25 3,408.84	38,133.02	9,453.50	
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AC(39954000	COUNTS PAYABLE CHE	ACCOUNTS PAYABLE CHECK RUN REPORT 399 39954000 LIBRARY FUND 0399-0600-540-540000-02-250-06-000-6742	CONTRIBUTION TO OTHER
				FUND TOTAL
0401	40150130	DFA-SB2971-LIVNGSTON	0401-1100-501-50130-02-230-06-000-6419	OTHER PROFESSIONAL SE
				FUND TOTAL
0404 0404 0404	40450133 40450133 40450133	DFA-SB2971-PETE BROWN DFA-SB2971-PETE BROWN DFA-SB2971-PETE BROWN	0404-1100-501-50133-02-230-06-000-6240 0404-1100-501-50133-02-230-06-000-6419 0404-1100-501-50133-02-230-06-000-6831	NON-CAPITALIZED EQUIP OTHER PROFESSIONAL SE PARKS + RECREATION EQ
				FUND TOTAL
0406	40643350	DFA- THALIA MARA HALL	0406-0200-433-43350-02-230-06-000-6419	OTHER PROFESSIONAL SE
				FUND TOTAL
0430	43040820	2022 GO PLANETARIUM B	0430-0200-408-40820-04-400-09-000-6419	OTHER PROFESSIONAL SE
				FUND TOTAL
0432	43250500	BELHAVEN COMMUNITY IM	BELHAVEN COMMUNITY IM 0432-0500-505-50500-02-240-05-000-6742	CONTRIBUTION TO OTHER

6,344.54 275,882.62 175.00

15,000.00

15,000.00

46,100.00 8,406.00 8,825.00

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4,026.62 4,026.62

32,250.00 32,250.00

7,025,606.41 7,025,606.41

WARRANT SUMMARY TOTAL GRAND TOTAL

FUND TOTAL

0.00

0.00

171,704.16

162,250.66

City of Jackson

05/04/2023 09:08:29	Pam Spann (pams)	
erated:		

City of Jackson

Minute Book Summary

ACENDA DATE: May 9, 2023

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



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:

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\$95,834.83 \$95,834.83

APPROVED FOR AGENDA

DEPARTMENT DIRECTOR

LEGAL CAO

CFO

MAYOR'S OFFICE

ITEM # _____

AGENDA DATE <u>05/09/23</u> BY: THAMES, LUMUMBA DATE

5.5.23

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CAL 5/5/23

ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List

Charles Co.

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

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

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ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List CHECK RUN: PD050923 DUE DATE: 05/09/2023 05/09/2023

72891 ANGEL LONGINO ACCOUNT DETAIL 1 079 2250	AMERICAN-AMICABLE LIF ACCOUNT DETAIL 1 079 2250	765 AMÉRICAN HERITAGE LIF ACCOUNT DETAIL 1 079 2250	765 AMERICAN HERITAGE LIF ACCOUNT DETAIL 1 079 2250	765 AMERICAN HERITAGE LIF ACCOUNT DETAIL 1 079 2250	530 AMERICAN GENERAL LIFE ACCOUNT DETAIL 1 079 2250	72016 ALLEN MIRANDA ACCOUNT DETAIL 1 079 2250	VENDOR 1100
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04/27/2023 90310 LINE AMOUNT 274.00	04/27/2023 90269 LINE AMOUNT 1,955.20 CHECK TOTAL	05/05/2023 90835 LINE AMOUNT 369.39 CHECK TOTAL	04/27/2023 90276 LINE AMOUNT 4,259,86	04/28/2023 90246 LINE AMOUNT 369.39	04/27/2023 90265 LINE AMOUNT 163.48 CHECK TOTAL	04/27/2023 90308 LINE AMOUNT 120.00 CHECK TOTAL	DUE DATE NVOICE CHECK TOTAL
274.00	1,955,20 1,955.20	4,239.00 369.39 4,998.64			163.48 163.48	120.00 120.00	AMOUNT VOUCHER CHECK

Report generated: 05/04/2023 12:16:08
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Program ID: apwarm



ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List CHECK RUN: PD050923 DUE DATE: 05/09/2023 05/09/2023

66394	657	657	657	66375	746	400343	CASHING COUNTY VENDOR
COMPBENEFITS ACCOUNT DETAIL 1 079 2214	COLONIAL LIFE & ACCID ACCOUNT DETAIL 1 079 2250	COLONIAL LIFE & ACCID ACCOUNT DETAIL 1 079 2250	COLONIAL LIFE & ACCID ACCOUNT DETAIL 1 079 2250	BYRD STEPHANIE ACCOUNT DETAIL 1 079 2250	BARBOUR IV JEPTHA F ACCOUNT DETAIL 1 078 2250	ANYTIME CASH SOLUTION ACCOUNT DETAIL 1 079 2250	999 110
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04/28/2023	05/05/2023	04/27/2023	04/28/2023	04/27/2023	04/27/2023	04/27/2023	TEMENTS INVOICE
90251 LINE AMOUNT 64.53	LINE AMOUNT 6.00 CHECK TOTAL	90270 LINE AMOUNT 2,029.20	90243 LINE AMOUNT 6.00	90297 LINE AMOUNT 137.50 CHECK TOTAL	90274 LINE AMOUNT 444.80 CHECK TOTAL	90314 LINE AMOUNT 313.43 CHECK TOTAL	X TOTA
64.53	6.00 2,041.20	2,029.20	6,00	137.50 137.50	444.80 444.80	313.43 313.43	AMOUNT 274,00
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ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List CHECK RUN: PD050923 DUE DATE: 05/09/2023

05/09/2023

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CHECK TOTAL	LINE AMOUNT	90833	LINE AMOUNT 3,116,50	90272	39,50	90244	CHECK TOTAL	949.46	90827	18,707.03	90261	1,284.55	90238	CHECK TOTAL	61.74	90840	2,830.02	LINE AMOUNT	CE STATE	STATE SALES
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ACCOUNTS PAYABLE CHECK RUN REPORT

Detail Invoice List CHECK RUN: PD050923 DUE DATE: 05/09/2023 05/09/2023

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Detail Invoice List CHECK RUN: PD050923 DUE DATE: 05/09/2023

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	86.90		PAYROLL F EMPL WITH		1 079 2250	
	90248	04/28/2023	INV	0000	HENLEY BRAND ACCOUNT DETAIL	938
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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

The PAYROLL DEDUCTION CLAIMS DOCKET	for May 9, 2023 in
the aggregate amount of \$95,934, 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 pa	yment authorization by governing
authorities.	
Londra D. Moneure	5-5-2023
Sondra Moncure	DATE
Deputy City Attorney	

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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 twentyfour (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.

455 East Capitol Street Post Office Box 2779 Jackson, Mississippi 39207-2779

Telephone: (601) 960-1799 Faesimile: (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

4/4/23 Date 3/22/2023

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET May 9, 2023

P	OINTS	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.	Action implemented by: § City Department § 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;		
	Source of Funding § General Fund § Grant § Bond § Other	Not applicable		
10.	EBO participation	ABE		

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:



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 C	ares Employee Assistance Program ("MEA")
and the, City of Jackson, Mississippi (COJ)	("Company") for the purpose of reducing to
writing the understanding between Compan	y 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)	MEA Primary Care Plus, LLC d/b/a Employee Assistance Program
BY:	BY:
ITS:	ITS:



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.

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.

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>	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, houeskeeping	\$9.89	\$13.85
Golf Course Attendant	\$9.70	\$13.58
Zoo Keeper	\$12.72	\$17.81
MaintenanceWorker/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

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.











"Merging Terror with Opportunit

WISE STAFFING SERVICES, INC., with it's 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 preform 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 RESPONSILIBITIES

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 SERVIES, 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 Employes' 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.
- Each provision of this Agreement will be considered servable, slouch 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 e binding on the parties and their respective representees, 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.
- 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 of 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, expect 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 King
	Jennifer L. King
Printed Name	Printed Name
	Selling Branch Manager
Title	Title
	2/10/2023
Date	Date

The City of Jackson

Position	Pay Rate	Bill Rate
	\$	\$
Communition Clerk	11.63	16.23
	\$, A
Public Safety Dispatcher	13.30	\$
rubiic Safety Dispatcher	13.30	18.62
	\$	\$
Records Clerk	9.89	13.85
	\$	Ś
Data Entry Clerk	9.89	13.85
Custodian, Janitorial,	\$	\$
Housekeeping	9.89	13.85
	\$	\$
Golf Course Attendant	9.70	13.58
** W .	\$	\$
Zoo Keeper	12.72	17.81
Maintenance Worker		
I/General Labor (PUBLIC	\$	\$
WORKS)	12.50	17.50
	4	
Clerical	\$ 14.00	\$
Cici icai	14.00	19.60













Mercang 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.
- Cancelation 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













Customer Pricing:

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

Description	Pay Rate	Mark-up Rate
See Attached Sheet	See Attached Sheet	40%
	DOC ARRICHES SHOEL	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!**













Meraing face 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













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.
- 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	X (language tienes					
Customer Signature	Wise Staffing Services, INC					
X	× 2/10/2023					
Date	Date					

The City of Jackson

Position	Pay Rate	Bill Rate
	\$	\$
Communition 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,	Ś	\$
Housekeeping	9.89	13.85
	\$	\$
Golf Course Attendant	9.70	13.58
	\$	\$
Zoo Keeper	12.72	17.81
Maintenance Worker	1.	
I/General Labor (PUBLIC	\$	\$
WORKS)	12.50	17.50
	_	\$
Clarical	\$ 14.00	19.60
Clerical	14.00	15.00

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.

Cabria Martin, City Attorney

Carrie Johnson, Deputy City Attorney

2 23 23 Date

2/22/23

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

7

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET May Q 2023 DATE

Р	OINTS	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)	Citywide							
	§ CITYWIDE (yes or no) (area) § Project limits if applicable								
7.	Action implemented by: § City Department § 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,houeskeeping \$9.89 \$13.85 Golf Course Attendant \$9.70 \$13.58 Zoo Keeper \$12.72 \$17.81 MaintenanceWorker/general labor \$12.50 \$17.50 Clerical \$14.00 \$19.60							
9.	Source of Funding § General Fund § Grant § Bond § Other	Not applicable							
10.	EBO participation	ABE							

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

Agenda Item No. 11 May 9, 2023 (Martin, Lumumba) THE CITY ATTURNE

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.

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
		fice of Personnel	•										mer), and
Ac	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													
			hereto and inc										

1. CUSTOMER ACCOUNT ESTABLISHMENT:

- A. A separate Vendor Customer Number will be required for each specific customer/installation location.
- B. The Customer is identified as the entity on the first line of the "bill-to" address. All invoices and notices of changes will be sent to the "bill-to" address in accordance with Paragraph 8 herein.
- C. Ship-to and/or Installed-at address is the location to which the initial shipment of equipment/supplies will be made and the address to which service representatives will respond. Subsequent shipments of supplies for installed equipment will also be delivered to the "installed-at" address unless otherwise requested.
- D. Unless creditworthiness for this Customer Number has been previously established by Vendor, Vendor's Credit Department may conduct a credit investigation for this Agreement. Notwithstanding delivery of equipment, Vendor may revoke this Agreement by written notice to the Customer if credit approval is denied within thirty (30) days after the date this Agreement is accepted for Vendor by an authorized representative.
- 2. <u>EQUIPMENT SELECTION, PRICES, AND AGREEMENT</u>: The Customer has selected and Vendor agrees to provide the equipment, including applicable software and services to render it continually operational, identified on Exhibit A attached to this Agreement. The specific prices, inclusive of applicable transportation charges, are as set forth on the attached Exhibit A. The parties understand and agree that the Customer is exempt from the payment of taxes.
- 3. <u>SHIPPING AND TRANSPORTATION</u>: Vendor agrees to pay all non-priority, ground shipping, transportation, rigging and drayage charges for the equipment from the equipment's place of manufacture to the installation address of the equipment as specified under this Agreement. If any form of express shipping method is requested, it will be paid for by Customer.
- 4. <u>RISK OF LOSS OR DAMAGE TO EQUIPMENT</u>: While in transit, Vendor shall assume and bear the entire risk of loss and damage to the equipment from any cause whatsoever. If, during the period the equipment is in Customer's possession, due to gross negligence of the customer, the equipment is lost or damaged, then, the customer shall bear the cost of replacing or repairing said equipment.

5. DELIVERY, INSTALLATION, ACCEPTANCE, AND RELOCATION:

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

B. <u>INSTALLATION SITE</u>: 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. <u>INSTALLATION DATE</u>: 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. <u>ACCEPTANCE</u>: 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. <u>RELOCATION</u>: 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. <u>RENTAL TERM</u>: 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. <u>INVOICING AND PAYMENTS</u>: 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.
 - 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. <u>COPY CREDITS</u>: 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. <u>USE OF EQUIPMENT</u>: 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. <u>SERVICES</u>: 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. <u>EXCLUSIONS</u>: 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. <u>REMEDIES</u>: 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. <u>HOLD HARMLESS</u>: 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. <u>ASSIGNMENT</u>: 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. <u>GOVERNING LAW</u>: 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. <u>NOTICE</u>: 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. <u>WAIVER</u>: 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. <u>CAPTIONS</u>: 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. <u>SEVERABILITY</u>: 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. <u>THIRD PARTY ACTION NOTIFICATION:</u> 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. <u>AUTHORITY TO CONTRACT</u>: 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. <u>TERMINATION</u>: 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. <u>AVAILABILITY OF FUNDS</u>: 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. <u>MODIFICATION OR RENEGOTIATION</u>: 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. <u>WARRANTIES</u>: 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. <u>E-VERIFY COMPLIANCE</u>: 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

Revised Date: February 2017

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. <u>HARD DRIVE SECURITY:</u> 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. <u>ENTIRE AGREEMENT</u>: 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. <u>COMPLIANCE WITH LAWS</u>: 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.

Revised Date: February 2017

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	, 20 23
Vendor: Advantage Business Systems By: 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		
Ву:		
Authorized Signature		
Printed Name: Mayor Chokwe Antar Lumumba		
Title: Mayor		
WITNESS:		

Revised Date: February 2017

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 conthe parties.	sidered to be a part of the Rental Agreement between
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> Konica Minolta Bizhub C300i FK516 Fax, FS539 + RU513 Finisher, PK520 Punch, DK516 Desk	<u>Price</u> \$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)	
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,

Donna May

Senior Account Executive

Horma y'

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)



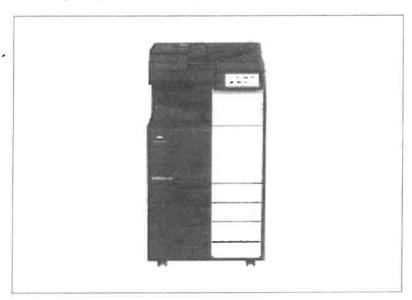
48 Month Rental: \$123.00

- 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)

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

Carrie Johnson, Deputy City Attorney

Date

Date

INCOLLY ALLO ME.

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET May 9, 2023

DATE

Р	OINTS	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	
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;	
	Source of Funding § General Fund § Grant § Bond § Other	Not applicable	
10.	EBO participation	ABE	

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

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 revocer 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

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 Consultant	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 Grant Bond Other	Budgeted funds for FY 2022-2023		
10.	EBO participation	ABE		



MEMORANDUM

To:

Chokwe A. Lumumba, Mayor

From:

James Davis, Chief of Police

Date:

February 28, 2023

Subject:

Order Authorizing the Mayor to enter into a Contract with Star Chase, LLC to

Odl 3-1-23

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.

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 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

estoria Marin, City Attorney

Carrie Johnson, Senior Deputy City Attorney

Date

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.

Corporate: StarChase, LLC. Po Box 10057, Virginia Beach VA 23450 Office: 757-447-3625 | email: sales@starchase.com | www.starchase.com



MEMORANDUM

To:

Carrie Johnson, City Attorney

From:

Juan S. Gray, JPD Grant Unit

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.

\$ 95,808.00

STARCHASE

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

Grand Total:

Customer Name:	
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 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

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
- «В Acceptance, Unless Gustomer is notined to the diversity in Writing within Inteen (25) 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
- 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.

meria one neceed, and approved a greets to provide at 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 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 hasis. 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

Subject tractors

- (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.
- 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:
- 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.

Party National. Each party nereby agrees to indemnify and hold the otner ('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, promperotocolor a writing hear waite.
- (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, 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.
- 9.2 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.

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

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

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

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.



C. THING

Terms & Conditions
Standard Terms and Conditions
Article 1
PRICING AND ORDERING

1 | Pricing | 1 | 1 | Products Customer pricing is set to:th in ABOVE OUT IE

- 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 To locis. StarChase will not make purtial snow-Carell components Products without prior approval from Customer. In the absence of shipping institu 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 acceptar 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 s 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 specification if any, as mutually agreed upon by the parties in writing prior to the time of
- 3.3 If Customer Installs. With respect to Products which are Customer's responsibility of 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 is 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 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 to Product(s) as required so that they can be accepted in accordance with the provisioof this Article 5.

Article 4

BILLING AND PAYMENT

- 4.1 Billing. StarChase shall invoice Customer for all Products at the time of shall 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;
 - ne Purchase Order in inber
- (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 payment of the Purchase Price due hereunder, less any applicable discounts or offsets, for each Conforming Product within thirty (30) days of Customer seceipt of the Invoice therefore. All invoiced amounts shall be subject to a two percent (2%) early payment discount for all payments remitted by Customer selfiteen (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 attribut a 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 to law, whichever is lower.

Article 5

OBLIGATIONS OF CUSTOMER

Customer agrees that it has a duty to become familiar with the operational and tec √cal requirements set forth by StarChase and to advise, and hereby warrants that it has advised, StarChase of any requirements, including, Internet access, day storage, installation requirements outside the normal scope, installation change orders, modifications, alterations, special construction or any other require necessary to provide delivery, implementation and operation of such StarChase equipment and/or services, or other items to achieve optimal performal 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 ident any unforeseen discrepancy that impairs the performance of the Pursuit Management equipment and/or accessories any amendments/change orders to re y 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 Part Hardware will be:
- (1) of genuine and authentic manufacture; and
- (2) new and unused (but may contain some remanufactured components that water approximately),
- (c) all Maintenance Services, including Maintenance Updates and Software Upgathat 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 e 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 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 warrantie 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 warra 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' with only provisions or an element will be seen that the terms of the party Notwithstanding the warranties specified in this Article of tor Third Party Hardy. 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 be 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 the remainder of the replaced original StarChase Hardware or part limited warranty period, or for ninety (90) days, whichever is greater. Whenever Custome 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 1 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 for this warranty but carry their own separate limited Mfg. warranty.
- 6.7 Operation of Warranty. In order to obtain performance of this warranty, Customust 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.

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





- (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 and the control and the control and control and control and control and control and control and capacities are allowed to the control and capacities.

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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(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. $\mathbb Z$ award equitable relief and arbitration costs. The Arbitrator's decisions shall $\mathfrak D$ final and conclusively binding on the parties, and judgment upon such award entered in any court of competent jurisdiction. Any arbitration of a dispute shall $\mathfrak D$ in Jackson, Mississippi.

9.4 Specific Enforceability. The parties may prevent violations or enforce the

Tavor, whether at law or in equity, including specific performance and injunct. 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 provision 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 of the Master Agreement, for equitable relief and shall be entitled to specific performance or other equitable relief to enforce or prevent any violations 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 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. 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 exeby 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 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 (Total), in years 2024, 2025, and 2026 are not required to be paid in advance. Payment to 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 be enter enter parties. No other "Master Agreement" exists or is in-force.

9 E II			



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

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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:	
Snecial Notes	

Terms & Conditions

Terms & Conditions Standard Terms and Conditions Article 1 PRICING AND ORDERING

Year 2 Subscription / Program Cost

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;

Grand Total:

\$ 11.400.00

- (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 rofuse 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.
 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:
- 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

satisfy the warranties specified herein.

- (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 Hardware and/or StarChase Software is not performing 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

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
- 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
- 6.7 Operation of Warranty, in order to obtain performance of this warranty, Customor 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.

CAPRESSO STATED IT. THIS SECTION 6.5 STANCHASE MAKES NO OF THE WARRANTIES, EXPRESS OR IMPLIED, ABOUT THE STARCHASE PRODUCTS, MAINTENANCE SERVICES OR OTHER STARCHASE SERVICES. EXCEPT AS EXPRESSLY STATED IN THIS SECTION 6.8, STARCHASE EXCEPT AS EXPRESS 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
- (a) 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
- (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 Fhird 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

3.1 General. StarChase shall not be liable for delays or tack of performance if the failure.

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without the fault or negligence or 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.



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

ack: 3%

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:	
Special Notes	

Terms & Conditions

Terms & Conditions
Standard Terms and Conditions
Article 1
PRICING AND ORDERING

Year 3 Subscription / Program Cost

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;

Grand Total:

\$ 11,400.00

- (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 unleasonably 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 mint bianchase'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 lifteen (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 SlarChase, 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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- (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 turnished 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 multually 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

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 proprletary 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

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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, g.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# 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

C:

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:	
Special Notes	

Terms & Conditions

Terms & Conditions Standard Terms and Conditions Article 1 PRICING AND ORDERING

Year 4 Subscription / Program Cost

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

1.2 Purchase Orders. Customer shall purchase only those Products set forth on Order 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;

Grand Total:

\$ 11,400.00

- (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

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accordance with stardhase'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:
- 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 lifteen (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
- All invoices, pills 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 lifteen (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 pricos 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

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- (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 EXPRESSITS (ALED IN THIS SECTION WAS STARCHASE MAINES NO 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.

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, sult, action or proceeding that the StarChase Products infinge 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

- 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,
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- (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

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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

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- 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 Altorney'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.

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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
- FFFECTIVE: Broad environments





STANDARD PACKAGE



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)





OPTIONAL ACCESSORY





Red Dot Sight (mounted post-production)



Form W=9

(Rev October 2016)
Department of the Treasury

Request for Taxpayer Identification Number and Certification

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

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

нцениа	Name (as shown on your income tax return). Name is required on this line, do	not leave this line blank,									
	StarChase LLC						_				_
20	2 Business name/disregarded entity name, if different from above										
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page 3.	3 Check appropriate box for federal tax classification of the person whose name following seven boxes.	e is entered on line 1. Check only	one o	t the	4 Exemptions (codes apply only to certain entities not individuals; see instructions on page 3)						
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	Virginia Beach, VA 23450					•					
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Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted		Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)									
after th	ney were published, go to www.irs.gov/FormW9.	Form 1099-S (proceeds fr	om r	eal es	tate t	ansa	Ction	s)			
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	n 1099-INT (interest earned or paid)	be subject to backup withholding. See What is backup withholding.									

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

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

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	LUMURA

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 Consultant	Jackson Police Department				
8.	COST	No Cost				
9.	Source of Funding General Fund Grant Bond Other	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				



Chief of Police James E. Davis

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.



Chief of Police James E. Davis

JACKSON POLICE DEPARTMENT

Administrative Services Bureau Deric Hearn, Deputy Chief of Police ON 4[18/2]

4-13 ROCIAL 48/04+0

Assistant Chief of Police | Assistant Wade

Memorandum

To: James E. Davis, Chief of Police

Via: Joseph Wade, Assistant Chief of Police

From: Deric Hearn, Deputy Chief Administrative Services 4-10

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.

455 East Capitol Street Post Office Box 2779 Jackson, Mississippi 39207-2

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

OFFICE OF THE CITY ATTORNEY

This Order Authorizing the Mayor of the City of Jackson to Execute An MOOU 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

Catoria Mann City Attorney

Carrie Johnson, Senior Deputy City Attorney

4/28/23

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

Mi	is Memorandum of Understanding (MOU) is entered into between: ssissippi Department of Mental Health (DMH) Bureau of Behavioral Health Services, and (recipient) on the (day) of (month), (year).
Pu	rpose
Th tra	e purpose of this MOU is to specify the obligations of both entities with respect to the delivery, ining, distribution, storage, deployment, and reporting of NARCAN®.
OŁ	ligations
DA	<u>MH shall:</u>
	Deliverunits of NARCAN® to recipient on the (day) of (month), (year).
A	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®.
A	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®.
A	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)
(Pe	oint of Contact name, email and phone #).
-	The Monthly NARCAN® Reporting Form should be delivered electronically via email by the 10 th 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.
Te	erm
	te term of this MOU will remain in effect until the lesser of two (2) years from the date of signature of 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)	(Signature)
(Date)	(Date)
Maggie Roberts for Chuck Oliphant	(Title)
Bureau of Behavioral Health Services	(Agency)
Mississippi Department of Mental Health	

ORDER AUTHORIZING THE MAYOR TO TERMINATE 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.

March 31, 2023 DATE

	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		



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

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.

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 ____

7/[1/3]





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 Addandum 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. <u>Definitions</u>. 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 <u>Addendum Exhibit A</u>. 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 small 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 upop cost proposal for the software, products, and services attached hereto as <u>Addendum Exhibit A</u>.
 - "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 <u>Addendum Exhibit B</u>.
 - "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 <u>Addendum Exhibit C</u>.
 - "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 <u>Schedule 1</u> 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 <u>Addendum Exhibit O</u>.
 - "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,

Addendum-Jackson PD MS CAD-Mobile-RMS-ERP-LE 10.24.19 (2019-26866-8 10.24 - 2019-74501 10.22)

- "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.
- 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. <u>Affiliated Organizations</u>. Permissible Affiliated Organizations are listed in <u>Addendum Exhibit A</u> 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. <u>Application of this Agreement</u>. 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. <u>Termination of Access of an Affiliated Organization</u>. 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.

- 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 involced upon complete delivery of the service. For the avoidance of doubt, where "Project Planning Services" are provided.

Addendum-Jackson PD MS CAD-Mobile-RMS-ERP-LE 10.24.19 (2019-26866-8 10.24 - 2019-74501 10.22)

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 involced 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 involced 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 than-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.
- 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.
- 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			
ву:	Ву: 44 81			
Name: Bya Post	Name: Chokwe A. Lumumba			
Title: Presidat	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 8.
- "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 <u>Exhibit C</u>.
- "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 <u>Schedule 1</u> 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. <u>License Fees.</u> 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 thencurrent annual beneficiary fees. Release of source code for the Tyler Software is strictly governed by the terms of the escrow agreement.
- 4. <u>Limited Warranty</u>. 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. <u>Services</u>. 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. <u>Additional Services</u>. 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 <u>Cancellation</u>. 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. <u>Services Warranty</u>. 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 reperform such services at no additional cost to you.
- 6. <u>Site Access and Requirements</u>. 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 type?

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.

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:

- 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.
- 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. <u>Maintenance</u>. 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. <u>Invoicing and Payment</u>. 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



- 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.
- Lack of Appropriations. If you should not appropriate or otherwise receive funds sufficient to purchase, tease, 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. <u>Insurance.</u> 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

- 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 thencurrent 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. <u>Dispute Resolution</u>. 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.
- 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.
- 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. <u>Subcontractors</u>. We will not subcontract any services under this Agreement without your prior written consent, not to be unreasonably withheld.
- 8. <u>Binding Effect: No Assignment</u>. 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. <u>Client Lists</u>. 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. <u>Business License</u>. 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. <u>Governing Law</u>. 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. <u>Multiple Originals and Authorized Signatures</u>. 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: 8MI 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		
Ву:	By: Chelme a. Tumumla		
Name:	Name: Chokwe A. Lumumba		
Title:	Title: Mayor		
Date:	Date: 12/6/2018		
Address for <u>Notices</u> :	Address for Notices:		
Tyler Technologies, Inc.	City of Jackson		
One Tyler Drive	PO Box 17		
Yarmouth, ME 04096	Jackson, MS 39205		
Attention: Chief Legal Officer	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.

<u>Invoicing</u>: 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

The reimbursement rates for individual meals are calculated as a percentage of the full day per diem as follows:

8reakfast 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.

*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.

- 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. <u>Maintenance and Support Services</u>. 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. <u>Current Support Call Process</u>. 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	and a second disconnection of the second disconnection of	



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.

AN AND A PERSONAL

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.

Figure 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.



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:

To/From	Fund/Account Number	Amount	
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:

To/From	Fund/Account Number	Amount	
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)

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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 X Consultant	Department of Planning & Development Office of Housing & Community Development			
8.	COST	\$39,060.76			
9.	Source of Funding General fund Grant fund X 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			

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:

To/From	Fund/Account Number	Amount	
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

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 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_

Date

ORDER RATIFYING THE SUBMISSION OF AN APPLICATION TO THE MISSISSIPPI DEPARTMENT OF TRANSPORTATION'S MULTI-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			

MEMORANDUM

TO: Chokwe A. Lumumba, Mayor

THRU:

Chloe Dotson, Director
Planning & Development

Christine Welch, Deputy Directo

Transportation FROM:

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.

455 East Capitol Street Post Office Box 2779 Jackson, Mississippt 39207-2779 Felephone: (601) 960-1756 Lacsimile: (601) 960-1756

OFFICE OF THE CITY ATTORNEY

This ORDER RATIFYING THE SUBMISSION OF AN APPLICATION TO THE MISSISSIPPI DEPARTMENT OF TRANSPORTATION'S MULTI-MODAL TRANSPORTATON 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

Date

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 61, 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		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

MEMORANDUM

TO: Chokwe A. Lumumba, Mayor

THRU: Chloe Dotson, Director

Department of Planning & Development

FROM: Christine Welch, Deputy Director

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.

455 East Capitol Street Post Office Box 2779 Jackson Mississippi 39207-2779 Telephone (601) 960-4786 Lacsmule (601) 960-4786

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 33

Date

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

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.	Action implemented by: City Department Consultant	Planning and Development for Jackson Police Department	
8.	COST	None	
9.	Source of Funding General Fund Grant Bond Other	JPD Fund 00144242-6923	
10.	EBO participation	ABE % WAIVER yes	



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.

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

Date

633 NORTH STATE STREET COMMERCIAL OFFICE LEASE

RECITALS

WHEREAS, Landlord is the owner of an office building located at 633 North State Street, Jackson, Mississippi 39202 (as also defined below, the "<u>Building</u>");

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, THEREI PRE, a cluside tion to e musual covenants set forth herein, Landlord and Tenant agree as follows:

- 1. <u>Terms and Definitions</u>. 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	Months 61-120	\$39,852.08 monthly
Term		

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" spall was an any a laws, 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 <u>Exhibit C</u>.
- (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 Pontable Area of Building, the Rental Area of Bremises and the Tenant's Pro-rata Share in writing within this v (30 blays for the stual Commencement Date pursuant to the form acknowledgement attached a spiration.

- 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.** <u>Authorized Use</u>. 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. <u>Term.</u> 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.

- 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 of respirit. A chivolete of Base Rent payments on Att fore a fifteent (15^{thst}) day of each month, and shall be paid within l on le fore submitted thereafter shall pe pa without prior notice (inv ce) ç r d nand or eduction. enant shall pay Base Rent pr and on before the forey-fifth (45th) day after ...ent:::omn to Landlord in monthly i 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 alar and life s ety systems, mechanical, and mainter po ter, . nce er, v ns a closer used not plid by Tenant under the enable and reports, including the cost of associated electrical ar plur ans a lo man terms of thi Leas 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/Prem (the andle it Improvement Allowance"). Tenant romen es h Buil ng/Premises Improvements shall be responsible for a cos struc n the which are in excess of th Lan bro mpk en ni Ai

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.

- Landlord shall be required to make such Maintenance and Repair. 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 alters chanical clear a agency, and part for the heating and cooling lar spin bes and starters needed 101 11511.

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- 9. <u>Services</u>. 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.

- Communication Lines. Subject to Building design limits and its existing, or then 11. 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 releve that from erfo tonce of Tenant's oligations under this Lease. It is Landlord's understanding has been standard by the Computer servers in the Server performance of Tenant's pligations under this Lease.
 The will be usta to be puter servers in the Server of terms any ning to be one within the Building nor It is Landlord's understanding hat Room. Prohibited Use. enar sha not 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.
- 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.

Alterations, Additions and Improvements. Tenant shall not permit, make or 13. 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 pech cat and shall contain a presentation or warranty by Landlord the or saitable format interest led purpose, or (ii) comply a see by To an enat Landlo d assumes no responsibility r (i) : that such documents eith with applicable Laws, it ing pressly a 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. <u>Tenant's Equipment</u>. 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. <u>Taxes on Tenant's Property</u>. 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 he services or matche recans that I material is obligated or elects to perform hereunder, make repairs and mine space (below by if access through the Premises is reasonably necessary), or ear Deault of Tenant percender that andlord 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 selfinsured, 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 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.

g (ir luding the arking Spaces) is damaged 19. Casualty. If y at any time during the Term and fire or destroyed, in v ole d er o in if, after such damage degrue in, the Banding is untenable, Tenant is not able to occupy the portion of the Fremises 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 untenantable, 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 light premises the law of a partial king of the Premises of 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
Ridg land, 3917
Ron d Ta

TO TENANT:

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.
- **Default**. "**Default**" means the occurrence of any one or more of the following: (i) 26. failure of Tenant to pay trende as the failure of tenant to pay trende as the failure continues for more than version is affect on a second trender of the motion than version is affect on an expectation 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 term of the Leavend the Premises hall be free and clear of any and all liens or encumbraces of an except the premises hall be free and clear of any and all liens or encumbraces of an except the premises hall be free and clear of any and all liens or encumbraces of an except the premises hall be free and clear of any and all liens or encumbraces.

- **27.** Holding over. If Tenant does not surrencer 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.
- 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 notice from Languard that it has entered into eipt execution of this Lease. Sen Secury Documents, Tenant shall one or more Security Do m o ng t deliver to the holder or holder of molders 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.** <u>Legal Interpretation</u>. 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.
- 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 expenses repair g any tamage as ociated 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. <u>Brokers</u>. 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.
- <u>37. Successors and Assigns</u>. 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").
- <u>39. Fees.</u> 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 except and approved by a 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. <u>Approval</u>: 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. <u>Equal Opportunity:</u> 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.

[THE RELATIONALLY]

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	By:
company and its sole member	Name:
By: Southern Farm Bureau Life Insurance Company, a Mississippi corporation and its sole member	Its:
By:	
Name:	
Its: DR	\FT

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 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 the search of the purposes for which designed, and no sweep gs, rubin, ray for to other insuitable naterial shall be thrown or placed therein. Every characteristic entropy of the contractors and invitees the search of the contractors and invitees the search of the contractors and invitees the search of the suilding 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 tena per length of keepes least and clean. Nothing shall be swept or thrown into the corriers halls leve it hafts stairways in other common areas, nor shall tenants place any train receptates they
- 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 or 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.
- 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 are piggree Faking Spaces and related ranges oviding ingress and egress from the Parking Spaces
- 22. Each tenant and observe Laword's Lastiable 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

part (North		cial Office Lease Terms is attached to and made a, 2022, between Jackson-of Jackson, Mississippi, as Tenant.	
The 1	undersigned hereby agree and confirm the Rent, Rentable Area of Building, Rentab	hat the Commencement Date, Expiration Date, and le Area of Premises and Pro-Rata Share are as stated	
1.	The Commencement Date as defin	ned in Section 1(e) of the Lease Agreement is	
2.	The Expiration Date of the Initial Term is, and the Expiration Date of a 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:	
3.	The Rentable Area of Premises as defined as the second sec		
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 defi seventy-two percent (61.72%).	ned in Section 1(o) of the Lease is Sixty-one and	
Lan	dlord:	Tenant:	
JA(CKSON-NORTH STATE, LLC	CITY OF JACKSON, MISSISSIPPI	
By:		By:	
Nan	ne:	Name:	
Its:		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:

A and nant ne ri tion to example this Lease for a further Landlord hereby rants in seing the e original term; provided, term of up to three (3) nonth Co ex ercit of 1ch of join shall be given by Tenant to Landlord at however, that written no he e 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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EXHIIBIT 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 charges, and approval from the Office of the City Attorney, Tenant shall pay to Landlord such additional sums, if addisposed when six 460 days of receipt of notice. If disputed, such additional sums shall be the Tenant up in rest vito the disput.
Landlord

Condition 2: Landlord shall pay all property insurance premiums, as defined in paragraph 18 of the Lease, assessed against the

Tenant

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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Intentionally Omitted

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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.
- Year 1 \$1 81 5 and 151 3 per mon \$19.55 per square foot.
 Year 6 10 \$118,25 185 per mone, \$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.
- (1) INSURANCE Refer to Sections 2.7 and 10.31.

Westland Plaza Shopping Center Page 3 of 32 (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 purpose of the pur

Tender of possession shall be deemed to have becurred 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 required by the City Cancillad and approved as required by the City Cancillad
- **Section 1.11** Tuone 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, freestanding 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 multistory 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 s sole discretion, and m t o tir and harge all personnel with Landlord shall have th d ay to respect thereto. Landl n areas. Tenant is hereby f the com , during th Γerm, ...e Emmon areas of the Shopping Center as given a non-exclusive to us 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 ayment of Minimum in ice, Annual Rent, as Addit rear L llord shall furnish Tenant al R end ıca a statement of the a accorda with sound accounting principles by Landlord n or by antin. Suntant selected by Landlord in its sole depa. 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.



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.
- 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 en aed i anc mises and the regular s to o conduct of Tenant's bu rdir the Leased Premises for nar business on the comm hereof and operate one hundred per entire remainder the name set forth in this Lease or cent (100%) of the Lea 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 purposed 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 and the case may be at least to the same minimum as the Landlord is end to rori to air to leave the lease of air conditioning, as the Landlord is end to rori to air to leave the lease of air conditioning, as the Landlord is end to rori to leave the lease of air conditioning, as the Landlord is end to rori to leave the lease of air conditioning.
- (f) The plumong facilities sharmed 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.
- 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 perm rfere with the safety, ute sanc nts or cupants of the Shopping comfort and convenie oth Center or their custom on the Shopping Center. fully in o Upon notice by Landlo Tenant agrees to forthwith occurrin, 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 of 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 handlettered 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

Repairs by Landlord. Within a reasonable period after receipt of written Section 4.1 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. Lar all ere same were made equi) ma necessary by any act o btena r concessionaire, or their ant, respective employees, contractor r by fire or other casualty or condemnation exce

Repairs and Maintenance by Tenant. Tenant shall make and pay for all Section 4.2 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 the 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.

Inspection. Landlord or its representatives shall have the right to enter the Section 4.3 Leased Premises during any business day during the Term after providing at least twenty-four hours' notice to the Tenant. lly p permit entry into the shall Leased Premises at an necessary or permissible, ne try Landlord or Landlord' y forcibly enter the same, r key, or d without many manner affecting the without rendering Lan e therefor, .gen 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 untenantable 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.



- (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 untenantable, 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 dama to restrict the factor representation of the place o
- (iii) The Deased Tremises small be 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'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 of m ay enter the Shopping e nui overi Center by action or or ental authority, and/or by ity, any court having jurise fact constitute a physical n does no king U demnation under this Lease that would taking of property sha 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

Financing. If any lending institution and/or any bonding authority with which Section 8.1 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 Section 9.1 ult der if Tenant fails to pay when due Minimum Annual uch default shall continue Lease an otice andlord to Tenant; or (b) Tenant fails to for more than forty-five days a 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) reenter 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 <u>owner</u> or <u>mortgagee</u> in possession for the time being of the building in which seho r of a the Leased Premises at ilding and/or the land 01 le event of a sale of said that is thereunder (and the ag gag building or Leasehold e of said building and/or e, or a de lieved of a land, Landlord shall b a obligations of Landlord subsequently accruing.

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 of 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 La d occupancy shall not nts. operate as a waiver of any uent gnment, subletting or use and occupancy. In the andlord o s interest in the Lease and in the buildings to a pel blig....n. ander this L ase, 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 Interes

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 la praise project shape at recordant land lowever, Tenant and Landlord, upon request f eight, a section of this Lease in ecos of the recordant of the requesting party's expense. Said memorant or short form of this Lease shall describe the parties, the Leased Premises and the Lease Term and shall incorporate this Lease by reference

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 be a compared to the compar

Section 10.27 Effective D

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			
D			
BY:			
NAME			
NAME:			
TITLE			
TITLE:			

DRAFT

LANDLORD'S ACKNOWLEDGEMENT

State of Louisiana		
Parish of St. Tammany		
E. Maurin, to me personal Westland SC GP, Inc., a instrument was signed on	day ofly known, who, being by me duly swo as General Partner of Westland Sho behalf of said corporation, by the authorist dinstrument to be the free act and de	rn, did say that he is the President of opping Center, L.P., and that said hority of its Board of Directors, and
In Testimony whe and State aforesaid, day a	reof, I have hereunto set my hand and and year written above:	affixed my official seal in the Parish
	Donna F. Smith, Notary Publ	ic
	Notary ID #: 34083	
My Commission Expires	: At Death	
	TENANT'S ACKNOWLEDGE	MENT
State of Mississippi		
	o me personally known, who, being by	
	the of <u>City of Jackson, MS</u> , , and that sority of its City Council and said of said entity.	
-	ereof, I have hereunto set my hand aid, day and year written above:	and affixed my official seal in the
	Notary Public	
	Printed Name:	
	Notary or Bar ID #:	
My Commission Expires	:,	

DRAFT

INI	ΓIALS:
andlord	
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	330.00
	F 000 00
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	27,7000
Interior Window Frames + Install (5)	2,400.00
09 FINISHES	=,
Drywall Labor/Material	22,800.00
Acoustical Ceiling Labor/Materials	22,800.00
FRP in Restrooms/Mop Sink	3,150.00
VCT/Rubber Base Labor/Materials + Wax	16,697.00
Painting	24,150.00
10 SPECIALTIES	24,130.00
	3.550.00
RR Accessories + Install	2,550.00
Appliances - Fridge/Micro + Delivery	2,175.00
Reception Area Check-In Window	850.00 8 100.00
Restroom Partitions Master Key Exterior Locksets	8,100.00 350.00
Master Key Exterior Locksets Rental Equipment - Lifts	
Rental Equipment - Lifts TV Monitor	2,400.00 1,500.00
Fire Extinguishers (2)	400.00
Furnishings - Tables/Chairs	17.929.00
15 MECHANICAL	17,323.00
HVAC	20
Plumbing	<i>,</i>
16 ELECTRICAL	
Demo/Service/Lighting - L & Mat	
Data/Communications/A	13,500

17 TAX - MS STATE
18 PROFIT & OVERHEAD (Reduced to 15%)

17,950.00 67,000.00

TOTAL 513,818.00

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 and page 8 to the interest 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.

1111	intes.
Landlord	
Tenant	

INITIALS.

- 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 <u>center-lined on fascia</u> 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.



INITIALS	:
Landlord	_
Tenant	

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

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 ORDERE'D, 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)



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

		DAID: May 7 , 2025
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 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	Crime Prevention Quality of Life
3.	Who will be affected	City of Jackson
4.	Benefits	All residents in the City of Jackson
5.	Schedule (beginning date)	Upon Approval
6.	Location: WARD CITYWIDE (yes or no) (area) Project limits if applicable	Citywide
7.	Action implemented by: City Department Consultant	Planning and Development
8.	COST	None
9.	Source of Funding 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	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

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

Date

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)

Parks & Rec Jackson Zoo Big Mokey Train Page 1 of 2

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 (\$1,000,000,000) Dollars in personal injury coverage and a minimum of One Million (\$1,000,000,000) 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:	Y: HARRIS, LUMUMBA		
It	m No.:		
D.	ite:		

4884 ast Capital Street Profession Mean supprofession Lickness Mean supprofession Lectures and constraint

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 4/8/23

9 9 23 Date

455 East Capitol Street Post Office Box 2779

Jackson, Mississippi 39207-2779 Telephone: (601) 960-1799 Facsimile: (601) 960-4756

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.

Date

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: <u>04/27/2023</u>

	POINTS	COMMENTS				
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 Consultant	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 Grant Bond Other	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 X AABE % WAIVER Yes No N/A X WBE % WAIVER Yes No N/A X HBE % WAIVER Yes No N/A X NABE % WAIVER Yes No N/A X				

Parks & Recreation Department 1000 Metro Center, Suite 104 Jackson, MS 39209-7503 601-960-0716 (Office) 601-960-1576 (Fax)

Website: www.jacksonms.go.

"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



\$ 1,000.00

Group: Event Dates:

City of Jackson - Jackson African American Male Wellness Walk

Group Contact: Event Type: Sales Manager:

Saturday, April 22, 2023 Angela White Special Event

Maleika Hentz

Total Charges

Number of Days

Total Hours Billed

Space 1 Load In / Friday, April 21, 2023 1:00pm - 5:00pm 1 Lamar Lobby 1 Ballroom D		Rate \$ \$ \$	500.00 500.00 2,000.00	Tota \$ \$ \$	500.00 500.00 2,000.00
	Discount:	\$	(2,500.00)	\$	3,000.00 (2,500.00)
Subtotal With Discounts 10% Sales Tax				\$	500.00
Room Rental Total				\$	500.00
Labor					4
Security 6 1- Guard @ \$25.00 per hour / 3 days 1 Janitorial Service		\$ \$	25.00 350.00	\$ \$	150.00 350.00
Subtotal 10% Sales Tax Labor Total				\$ \$	500.00 500.00

Parks & Recreation

Memo

To:

Purchasing Division

From:

Lisa Wilson, Recreation Manager 200

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

I.A.T.S.E. LOCAL #589 1665 Highway 51 MADISON, MS 39110 (601) 856-4374





EVENT Talant Show VENUE Trabia Mara Hall DATE 3/17/23 Gereland Barnes Promoter 5 hands 5 hrs @ 2000 per hour 500.00 105.00 TOTAL DUE - \$ 605.00

Parks & Recreation

Memo

To:

Purchasing Division

From:

Lisa Wilson, Recreation Manager 🕬

CC:

Wendey Brown, Budget/Investment Supervisor

Date:

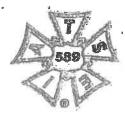
4/18/2023

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 UTLIZE 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

I.A.T.S.E. LOCAL #589 1665 Highway 51 MADISON, MS 39110 (601) 856-4374



QUOTE

LOCAL NO. 589



EVENT COJ PARKS & RECREATION VENUE THALIA MARA HALL	DATE4/18/2023
5/13/2023	
Champion Dance Program "Presents"	
a handa to set stage	
Home Soft goods	
Set ul Audio	-
6 hands This @ 2000 per hour	8110 00
21% paynoll foe	176.40
	\$1,016.40



105 E Pascagoula St Jackson, MS 39201 p.601-960-2321

Quote



\$ 1,000.00

City of Jackson - Jackson African American Male Wellness Walk Saturday, April 22, 2023 Angela White Special Event

Group: Event Dates: Group Contact: Event Type: Sales Manager:

Malelka Hentz

Total Charges

saiss maile gar.	Walting Hours				
Number of Days	Space	Rate		Total	al
	1 Load In / Friday, April 21, 2023 1:00pm - 5:00pm 1 Lamar Lobby 1 Ballroom D	\$ \$ \$	500.00 500.00 2,000.00	\$	500.00 500.00 2,000.00
	Discount	\$	(2.500.00)	\$	3,000.00 (2,500.00)
	Subtotal With Discounts 10% Sales Tax			\$	500.00
	Room Rental Total			\$	500.00
Total Hours Billed	Labor				6
	6 1- Guard @ \$25.00 per hour / 3 days 1 Janltorial Service	\$	25.00 350.00	\$	150.00 350.00
	Subtotal 10% Sales Tax			\$	500.00
	Labor Total			\$	500.00

I.A.T.S.E. LOCAL #589 1665 Highway 51 MADISON, MS 39110 (601) 858-4374







EVENT Talant Show	VENUEThating Mara Hall	DATE 3/17 / 23
Geveland Barnes, P	iomoteR	
Set stage, forcus in	senting, sel lights	
5 hands 5 hm @ 2000	ser hour	500.00
	2190 paywel fee	105.00
	TOTAL DUE -	\$ 605.00
~*************************************		
**Special Control of the Control of		J44
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Parks & Recreation

Memo

To:

Purchasing Division

From:

Lisa Wilson, Recreation Manager 200

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

Parks & Recreation

Memo

To:

Purchasing Division

From:

Lisa Wilson, Recreation Manager 200

CC:

Wendey Brown, Budget/Investment Supervisor

Date:

4/18/2023

Re:

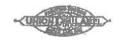
Quote Provided Requesting a Purchase Order for IATSE LOCAL 589

THIS SERVICE IS NECESSARY FOR THE DANCE PROGRAM BY THE IATSE LOCAL 589 IN ORDER TO UTLIZE 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

I.A.T.S.E. LOCAL #589 1665 Highway 51 WADISON, WS 39110 (601) 856-4374



QUOTE



EVENT COJ PARKS & RECREATION VENUE THALIA MARA HALL DATE 4/18/2023

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5/13/2023	
nangion Dance Prospan "Presents"	
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Las and gal lights	+
DITIONES I THIS IS ALL PER HOUR	840.00
21 % payroll foe	176.40
	\$1,016.40
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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)



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: <u>04/28/2023</u>

	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 Consultant	The Parks and Recreation Department
8.	COST	N/A
9.	Source of Funding General Fund Grant Bond Other	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 X AABE % WAIVER Yes No N/A X WBE % WAIVER Yes No N/A X HBE % WAIVER Yes No N/A X NABE % WAIVER Yes No N/A X

Parks & Recreation Department 1000 Metro Center, Suite 104 Jackson, MS 39209-7503 601-960-0716 (Office) 601-960-1576 (Fax)



Website: www.jacksonms.gov

"One City, One Aim, One Destiny"

Memo

TO:

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.

IBHir/sa

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.

Fred Gra

ORDER PROPOSING REVISED FEE SCHEDULES FOR THE FOLLOWING CITY OF JACKSON, MISSISSIPPI, RECREATIONAL FACILITIES: PETÈ 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 Goff 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	SMALL BUCKET	\$3.50	SMALL BUCKET	\$5.00
FEES	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	SENIOR RATE	\$35.00	SENIOR RATE	\$40.00
MONTHLY FEES	REGULAR	\$50.00	REGULAR RATE	\$60.00
MEMBERSHIP			SENIOR RATE	\$650.00
ANNUAL FEES			REGULAR RATE	\$800.00
MEMBERSHIP ANNUAL	SENIOR RATE	\$670.00	SENIOR RATE	\$600.00
GOLF PASSES (JAN-FEB)	REGULAR RATE	\$900.00	REGULAR RATE	\$750.00
MEMBERSHIP ANNUAL	SENIOR RATE	\$720.00	SENIOR RATE	\$800.00
SINGLE GOLF FEES	REGULAR RATE	\$950.00	REGULAR RATE	\$950.00

Agenda Item No. 23 May 9, 2023 (Harris, Lumumba)

GROVE PARK GOLF COURSE

9-HOLE WEEKDAY \$8.00
18-HOLE WEEKDAY \$10.00
9-HOLE WEEKEND \$10.00
18-HOLE WEEKEND \$10.00
9-HOLE \$7.00
18-HOLE \$14.00
SENIOR RATE \$25.00
REGULAR RATE \$35.00
ne

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			
CE 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. Lackson Microsoppi 1927 Ediphone (forth-960-1777) Lacimileso

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.

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		
390-498.00-6111	300,974.42	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:	

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

Facsimile: (601) 960-1756

OFFICE OF THE CITY ATTORNEY

This ORDER AMENDING 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

Date

ORDER AMENDING THE APRIL 11, 2023 ORDER ACCEPTNG 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.

NG RD KS, BID

WHEREAS, the Department of Public Works issued an advertisement for bids for the eighteenmonth 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

ITEMS

NAME Mandel

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. 35 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

City of Jackson

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:

	EBO PLAN (Included w/Bid Package?)		
YES	NO	YES	NO
		X	
		X	
		Х	
	TECH	TECHNICAL YES NO	TECHNICAL YES NO YES X 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

455 Fast Capitol Street Post Office Box 2779 Jackson, Mississippi 39207-2779 Telephone (601) 960-1799 Lacsimile (601) 960-1756

OFFICE OF THE CITY ATTORNEY

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___

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; <u>please send the original recommendation & other documents to the Purchasing Division as indicated below:</u>
 - 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.

RM Revised 09/19/2018

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

18	17	16	15	14	13	12	=	10	9	œ	7	6	S	4	w	2	_	Item No.	
18	150	18	56	18	18	15	15	12	12	12	12	12	10	9	œ	6	6	Height (Inches)	
48*	42	36	30	24	18	30	21	36	30	24	18	12	24	14	24	18	12	Length (Inches)	
Rect	Rect	Rect	Rect	Rect	Square	Rect	Rect	Rect	Rect	Rect	Rect	Square	Rect	Rect	Rect	Rect	Rect	Shape	
22.81	15.94	13.90	11.87	9.83	7.80	10.18	7.63	9.83	8.48	7.12	5.77	4.41	6.22	4.07	5.31	3.73	3.06	Unit Price	Newman Signs, Inc. Attn: Matthew Morris 1606 6th Ave SW Jamestown, ND 1606 6th Ave SW Jamestown, ND (800) 437-9970 mmorrisa new mansigns.com
22.04	29.35	13.23	18.86	8.81	6.60	20.94	6.42	8.81	8.37	5.86	4.59	3.51	5.02	4.90	4.29	2.84	2.03	Unit Price	Mandel Metals Inc. DBA: US Standard Sign Attn: Sean Fallon 11400 Addison Ave Franklin Park, 1L 60131 11400 Addison Ave Franklin Park, 1L 60131 (847) 447-2234 scana usstandardsign.com
No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	Unit Price	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.ediea icloud.com

Page 1 of 5

Tabul: or Bid 35.38No. 55063-010323
Page 2 v. o
SECTION 1 - Flat Aluminum Traffic Control Sign Blanks (Cont'd)

44	43	42	41	40	39	38	37	36	35	34	33	32	31	30	29	28	27	26	25	24	23	22	21	20	19	I tem No.	
4	48	36	30	24	48	48	48	40	36	36	36	30	30	30	30	24	24	24	24	24	24	24	24	18	18	Height (Inches)	* 13
4	48*	36	30	24	72*	60*	48*	36	60*	48*	36	*00	48*	36	30	00 4*	72*	*00	48*	42	36	30	24	72*	*00	Length (Inches)	
Square	Stop	Stop	Stop	Stop	Rect	Rect	Square	Rect	Rect	Rect	Square	Rect	Rect	Rect	Square	Rect	Rect	Rect	Rect	Rect	Rect	Rect	Square	Rect	Rect	Shape	Newman Attn: Mat 1606 6n 1606 6n 1606 6n 1606 6n 1606 6n 1606 6n 1606 6n 1606 6n
2.00	59.78	26.11	17.78	12.54	90.28	76.19	59.78	28.83	58.61	43.97	26.11	49.79	36.90	22.04	18.66	55.09	48.03	40.99	29.86	20.69	17.98	15.27	12.54	37.48	32.19	Unit Price	Newman Signs, Inc. Attn: Matthew Morris 1606 6th Ave SW Jamestown, ND 1606 6th Ave SW Jamestown, ND (800) 437-9970 mmorris@newmansigns.com
12.12	58.09	25.14	17.46	11.17	108.27	83.82	58.78	44.46	55.10	44.08	26.46	45.92	36.74	22.04	18,36	77.85	54.30	41.63	29.38	25.34	17.62	14.70	11.76	36.20	27.56	Unit Price	Mandel Metals Inc DBA: US Standard Sign Atm: Sean Fallon 11400 Addison Ave Franklin Park, IL 60131 11400 Addison Ave Franklin Park, IL 60131 (847) 447-2234 scantinusstandardsign.com
No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	Unit Price	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.edic@icloud.com

SECTION 1 - Flat Aluminum Traffic Control Sign Blanks (Cont'd)

Delivery:	61	66	59	58	57	56	55	54	53	52	51	50	49	48	47	46	45	Item No.	
73	15	24	24	36	30	0	&	36	30	24	36	30	36	30	48	36	30	Height (Inches)	
	21	30	24	48*	40	60*	48*	36	30	24	36	30	36	30	48*	36	30	Length (Inches)	
	Rect	Interstate	Interstate	Pennant	Pennant	Diamond	Diamond	Diamond	Diamond	Diamond	Circle	Circle	School	School	Yield	Yield	Yield	Shape	
30 days	7.63	19.09	16.38	22.81	13.57	91.46	59.78	26.11	18.66	12.54	29.81	22.36	26.11	18.66	31.62	13.90	10.18	Unit Price	Newman Signs, Inc. Attn: Matthew Morris 1606 6th Ave SW Jamestown, ND 1606 6th Ave SW Jamestown, ND (800) 437-9970 mmorrisa newmansigns.com
30 dave	6.66	18.39	14.78	26.79	30.37	104.06	61.02	26.46	18.36	11.76	27.95	19.37	25.60	18.11	34.39	14.87	10.46	Unit Price	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 scan a usstandardsign.com
d ave	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	Unit Price	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

				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 scan/a/usstandardsign.com
No.	Height (Inches)	Length (Inches)	Shape	Unit Price	Unit Price
_	9	24	Rect	11.99	9.43
2	9	30	Rect	14.46	11.79
3	9	36	Rect	16.91	14.16
4	9	48	Rect	21.83	18.86
S	9	42	Rect	19.38	16.53
6	9	54	Rect	24.30	21.80
Delivery:	y:			30 days	30 days

SECTION 3 - Flat Aluminum Street Name Sign Blanks

EBO Plan Application:	Bid valid for:	Delivery:	=	10	9	200	7	6	U	4	w	2	_	Item No.	
an tion:	d for:	y:	12	12	12	12	12	9	9	9	9	9	9	Height (Inches)	
			54	48	42	36	30	54	400	42	36	30	24	Length (Inches)	
			Rect	Shape											
An Attachment		30 days	16.12	13.00	11.64	10.29	8.92	13.07	10.29	9.27	8.24	7.23	6.21	Unit Price	Newman Signs, Inc. Attn: Matthew Morris 1606 6th Ave SW Jamestown, ND 1606 6th Ave SW Jamestown, ND (800) 437-9970 mmorrisa newmannigns.com
An Attachment		30 days	25.30	19.80	18.69	14.84	12.36	18.96	14.84	12.98	11.12	9.30	7.61	Unit Price	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 scan a usstandardsign.com
An Attachment	60 days	100 days	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	Unit Price	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.edica icloud.com

ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AMENDMENT FO PROFESSIONAL SERVICES AGREEMENT WITH BENCHMARK CONSTRUCTION CORPORATION FOR EMERGENCY PROFESSIONAL MANAGEMENT

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

 $\frac{5/3/2023}{\text{DATE}}$

	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 implement by: City Department Consultant	Department of Public Works; Department of Human & Cultural Services
8.	COST	\$52,550.00
9.	Source of Fun g 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



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 ATTORNE

Terry Williamson, Legal Counsel

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)

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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

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-inlaw, 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)

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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" Jeuitt 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)

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, PPLC, 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. 3 \ 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".

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

ORDER CONFIRMING THE MAYOR'S TEMPORARY APPOINTMENT OF ROBERT LEE AS DIRECTOR OF THE DEPARTMENT OF PUBLIC WORKS, CITY OF JACKSON, MISSISSIPPL is legally sufficient for placement in NOVUS Agenda.

CATORIA MARTIN, City Attorney

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 EMERGESCY REPAIRS TO THALIA MARA HALL AND THE ARTS CENTER OF MISSISSIPPI IN PREPARATION FOR THE U.S.A. INTERNATIONAL BALLET COMPETITION

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:

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

 $\begin{array}{c} \underline{5/3/2023} \\ \textbf{DATE} \end{array}$

	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 Consultant	Department of Public Works; Department of Human & Cultural Services	
8.	COST	\$70,722.50	
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 _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_	

Post Office Bob 27/8
Jackson, Mississippi 39207-21797 ORNE)
Telephone: (601) 960-736

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

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, Mississipp



PROPOSAL

112 Business Park Dr. Ridgeland, MS 39157

ISSUE DATE: 4/14/23

TO: CITY OF JACKSON C/O BENCHMARK CONST. MGMT. JOB: ARTS CENTER JACKSON, MS.

ATTN: DAVE MARCH

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 Selter. 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 Accented by:

City of Jackson, Mississippi



QUOTE & PURCHASE CONTRACT

A Plus Signs and Creative Job #1321 04/14/2023 Michaela Fisk Office Phone: 601-355-9595 Email: mfisk@aphisigus.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, 6013059595

QUANTITY	DESCRIPTION		UNIT COST	COST
1	Dimensional Halo-Lighted Approx 2' tall aluminum le		\$6,768	\$6,768
1	Mounting Cabinet Non-lit cabinet for install of	f letters	\$2,145.50	\$2,145.50
1	Install		\$1,295	\$1,295
1	Permit Filing Fee		\$85	\$85
THIS AGREE	MENT IS ACCEPTED AND A	PPROVED BY:	Subtotal	\$10,293.50
			Total Tax	\$0
City of Jack	son	A Plus Signs and Creative	TOTAL CONTRACT	\$10,293.50
Sign:		Sign:	Required Deposit	\$5,146.75
Print:		Print:	FINAL BALANCE	
Date:		Date:		4-7- 10110

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 much 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



Finase review Landals, tiples noted, no nersions will be made. It relinious some requested, please error us if the meets approval as is, prease approval ending the mail 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

Accented by

City of laskson Mississippi



JOHNNIE ROLAND Owner

P.O. Box 321064 Flowood, MS 39232 (601) 941-7773

Big John's Tree Service	does hereby contract with Ber	nchmark Construction - Thalia Mara Hall	,
Owner, of the subject pro	perty (listed below), to perform s	such specific services as listed below. The contract	price
is \$ <u>300.00</u> . F	ull payment is due in full upon c	completion of services.	
	SUBJECT PROPE	ERTY ADDRESS	
Address:25	5 E Pascagoula Street	Phone: Max Marsh - 601-454-56	<u> 522</u>
City/State/Zip:	ackson, MS 39201	Email: mdmarsh11@gmail.com	
	SPECIFIC SERVICES	TO BE PERFORMED	
Take Down & Hau	ıl Off (3) <u>Loripedlum on</u>	n East side of building.	
May 1924			
I Understand that	t taking trees down is a construc	action process and some damage may occur to the	yard
and landscape.	:10 4		
I Understand that marked.	t Big John's Tree Service is not	ot liable for any underground utilities unless properly	•
Client's Signatume		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,

David Marsh, President Accepted by:



1-1-2011-615-61

COMPANY	Benchmark Construction	DATE	March 22, 2023
CONTACT	David Marsh	CR#	13941-MC
PROJECT	Thalia Mara Hail		

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	David Graves	
accepted within 30 days.	J.L. Roberts Mechanical Authorized Representative	
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.		



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,

David Marsh,

President

Accepted by:

City of Jackson, Missessing

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: Project Name: Project Number: 4/19/2023 THALIAMARAHALLLIGHT RENOVATIONS THALIAMARAHALL LIGHT RENOVATIONS

Page Number:

ClientAddress:

BENCHMARK CONSTRUCTION

Contact: DAVIDMARSH 1867 CRANE RIDGE ROAD SUITE 200 A 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	QtyU	Total Mat.	LaborU	Total Hrs.
Flag Mountflood	9E	0.00	4.22 E	37.98
2" CONDUIT - RMC - GALV	23 C	315.38	11.00 C	2.48
3/4" ELBOW 90 DEG - RMC - GALV	12 C	82.81	40.00 C	4.80
3/4" LOCKNUT - STEEL	8C	3.20	2.88 C	0.23
3/4" CONDUIT-PVC40	160 C	181.02	4.50 C	7.20
3/4"COUPLING-PVC	6C	1.20	0.00 C	0.00
3/4"ADAPTER MALE - PVC	8C	4.18	16.00 C	1.28
3/4"ADAPTER FEM-PVC	24 C	9.04	16.00 C	3.84
PVCCEMENT STANDARD (1-PINT)	1E	12.62	0.63E	0.63
#10THHNBLACK	180 M	46.50	7.00 M	1.26
#10 THHNWHITE	180 M	46.50	7.00 M	1.26
#10THHNGREEN	180 M	46,50	7.00 M	1.26
WIRE CONN RED	27 C	6.89	7.50 C	2.02
6x 6x 6" J-BOX W/ CVR NO HUBS - PVC	1C	52.38	45.00 C	0.45
FIXTURELENS	9E	0.00	0.13E	1.17
FIXTURE SLIP FIT ASSEMBLY	9E	0.00	0.25E	2.25

ORIGINAL

Client Address: CCN# 1 Adco Electric Inc. **BENCHMARK CONSTRUCTION** Date: 4/19/2023 P. O. Box 7395 1867 CRANE RIDGE ROAD Project Name: THALIA MARAHALLLIGHTRE Jackson, MS 39282-7395 SUITE 200A Project Number: THALIA MARAHALLLIGHTRE JACKSON, MS 39216 Page Number: Description QtyU Total Mat. LaborU **Total Hrs.** ST AN CHION PEDESTAL 9E 0.00 4.00E 36.00 **BAG OF QUICKCRETE** 0.50E 9E 45.00 4.50 TRENCHING3'X6" 90 E 0.00 1.25 C 1.13 BACKFILL3' X6" 90 E 0.00 3.30 C 2.97 ex staute light replace for new flag light 1E 0.00 2.50E 2.50 circu 1,036 853.24 115,21 **Totals** Summary General Materials 853.24 **FIXTURES** 10,932.12 **Material Total** 11,785.38 LABOR (57.61 Hrs @ \$46.50) (57.61 Hrs @ \$38.10) **ELECTRICIAN** 2,678.87 **APPRENTICE** 2,194.94

Indirect Job Cost CONSUMABLES & MISCELLANEOUS CLEAN-UP SAFTEY MEETINGS SMALL TOOLS WARRANTY	(853.24 @ 0.00 @ \$0.03 + 0.000 % + 0.000 % + 0.000 %) (115.22 @ 0.00 @ \$0.05 + 0.000 % + 0.000 % + 0.000 %) (115.22 @ 0.00 @ \$0.01 + 0.000 % + 0.000 % + 0.000 %) (115.22 @ 0.00 @ \$0.45 + 0.000 % + 0.000 % + 0.000 %) (853.24 @ 0.00 @ \$0.03 + 0.000 % + 0.000 % + 0.000 %)	25.60 5.76 1.15 51.85 26.60
Total Indirect Job Cost		109.96
Equipment TRENCHER-WALKBEHIND (DAILY) TAMPER (DAILY)	(1.00 @ 0.00 @ \$155.00 + 8.000 %+ 0.000 % + 0.000 %) (1.00 @ 0.00 @ \$72.00 + 8.000 %+ 0.000 % + 0.000 %)	167.40 77.76
Total Equipment		245.16
Subtotal Overhead Markup	(@ 10.000 %) (@ 5.000 %)	17,014.29 1,701.43 935.79
Subtotal Final Adjustment		19,651.51 -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

Client Address:

Adco Electric Inc.

P.O. Box 7395 Jackson, MS 39282-7395 **BENCHMARK CONSTRUCTION**

1867 CRANE RIDGE ROAD SUITE 200 A

JACKSON, MS 39216

CCN#

4/19/2023

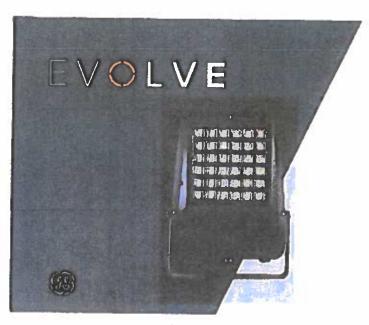
Date: Project Name:

THALIA MARA HALLLIGHTRE **THALIAMARA HALLLIGHTRE**

Project Number: Page Number:

3

CCN #: 1 Final Amount:\$19,650.00 Name: Date: Signature:	hereby accept this quotation and authorize the contractor to complete the above described work.
--	---



CUSTOMER NAME	
Date	Туре

EFH1 Series

High Output LFD Flood Light Mounting & Accessories

Construction

Housing: Aluminum de cast enclosure.

integral heat sink for maximum heat transfer

Lena: 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, 6x6, 7x6, 7x7

Efficacy: 121-184 LPW

CCT: 2700K, 3000K, 4000K, 5000K

CRE >70

Electrical

Input Voltage: 120-277V, 277-480V

Input Frequency: 50/60 Hz

Power Factor: ≥ 90% at rated watte

Total Harmonic Distortion:

≤ 20% at rated waits

Surge Pprotection

Typical	Enhanced	Extreme
OkV/3kA*	10kV/5kA*	20kV/10kA*
		*Per ANSI C136.2-2

Warranty

6 Year (Standard) 10 Year (Optional)

Lumen Maintenance

Projected Lox per IES TM-21-11 at 25°C

Lumen Codes	0.00	LXO	X(10X) @ 11a	() @ Hours	
Chinesi Cottes	Distribution	25,000 103	50,000 HR	69,000 HR	
30, 38, 40, 48, 50	77, 78, 67, 68, 66	L97	194	193	
30, 38, 40, 46, 50	33	1.96	L94	L94	
65	77, 76, 66, 66	Les	L92	L91	
60	77, 76, 66	LOS	L02	L90	

Note: Projected LXX based on LM80 (> 10,000 hour testing). Accepted industry tolerances apply to initial furninous flux and lumen maintenance manuscript. nous flux and lymen maintenance r

Luminaire Ambient Temperature Factor

Assurat Long (1)	Section Allers Annable	Andrew hope (1	Imballio Later
10	1.02	30	0.99
20	101	40	0.98
25	100	60	0.07

Ratings

Operating -40° C to 50° C Temperature:

Vibration^: 2G - Slipfitter Mounting K1, K2, S1 & S2

3G - Trunnion Mounting T1

LM-79: Teating in accordance with IESNA Standards

W ANSI C136.31-2010

Controls

Standard - 0-10V Dimming:

Optional - DALI (Option U)

Photo Electric Sensors (PE) available Sensors; LightGrid and Daintree Competible

















EVOLVE

EFH1 Series High Output LLD Flood Light Mounting & Accessories

61	101	n	R.A	ER	М	ΛB	AE
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Project Name		
Date	lype	And the same of th
Catalog Number		

Ordering Information

EFH1 02

7

		_	17.7		_		-				
PROD 10	610	VOLTAGE	connec	personotion	190	100	DISMINI	COMPROS	MOUNTH	TOLOR	06/0007
EVOLVE	02	0 = 120-277V	30 • 30,000 lm	33 - NEMA 313	1.10	27 - 2700K	A = ANSI CI38A1 7-Pin Receptacle ⁴	A - No Control	Kt + Knuckle alphiter 19 in, - 23 in OD Tenori	QRAY - Qrey	F = Fusing'
He flood fon		1 • 1207	36 = 35,000 km	55 - NEMA 8x6		30 = 3000K	D = No receptacis, with external dirrening 18/2 8 ft cable	D = Shorting Caps	K2 • Knuckie elipfilter 1,9 in 2,3 in CD Tenon Supplied with 14/3 311 power cable	BLCK - Black	H2 = Deintree Enabled frotion Sensor
standard		2 • 208V	40 • 40,000 in	66 = NEMA 6x6		40 4000K	N No PE Puceptacle & Non Disynable	E = ANSI C138,417-pin with nors- Dumming PE Control ⁹	81 • Knuckie säpfitter 2.3-3.0 in. OD Tendo ⁴	DKB2 - Dark Bronze	H4 = Motion Senec (FSP221) *
		a • 240V	45 • 45,000 lps	76 - NEMA 7x8		60 6000K	P = ANSI CI38.4† 7-Pin Receptacie with external climping 16/2 3 ft cable*		62 = Knucide stpfitter 2.3-3.0 in OD Tenon, Bupplied with 14/3 3tt power cable	White *	NOM - NOMST
		4 - 2774	60 = 60,000 km	77 = NEMA 7x7					TI = Truncion with external 3ft #14/3 power cable		POB = Previous wit BR e14/3 cable
		6 = 480V	68 - 66,000 km ¹¹				1041 274 J		VI = Kruckie Wah Mount ^e		R = 10kV/5kA Enhanced Surge Protection Device (SPD)
		D • 340V	60 × 60,000 tm ¹³								T = 20kV/10kA Enhanced Surge Protection Device (SPD)
		E = 277-480V1								1	U = OALI Dimming*
											VO = 3-Position Terminal Block
											VI = FAM module
											Y = Constal Finish*

NOTES

- Fusing requires discrete voltage
 Not Available in 5x3 distribution
- ² Not Available in 8x6 distribution

- 1 Not Available in 6xif distribution
 2 Restricted siming angle of 0-45*
 2 Can only be ordered with "A" or "P" Simming Options
 3 Expolled with leads
 3 Not available in 347V, 480V OR 277-480V
 4 Only available in Ki or Si mount
 4 Compatible with LightOnid System
 5 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

Arts Center - Additional Track & Heads Re:

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,

David Marsh.

President

ADCO ELECTRIC INC.

CONTRACTORS ENGINEERS



Adco Electric Inc.

P.O. Box 7395 Jackson, MS 39282-7395 CCN#

1

Date: ProjectName: 4/4/2023 ARTS CENTER OF MISSISSIPPI RENOVATIONS ARTS CENTER OF MISSISSIPPI RENOVATIONS

Project Number: Page Number:

4

Client Address:

BENCHMARK

Contact: DAVIDMARSH 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 <u>2</u> 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	1.96 E	7.84
1/2"CONDUIT-EMT	15 C	8.85	4.50 C	0.68
1/2" CONDOTT - EMT	2C	0.54	8.00 C	0.16
1/2" COUPLING SS STL-EMT	2C	0.56	4.00 C	0.06
1/2 OR 3/4" SNAP CLOSE CLIP- BTM MN	2C	4.31	5.00 C	0.08
1/2" FLEX-STEEL	28 C	30.61	4.00 C	1.12
1/2" STL FLEX CONN	10 C	26.23	12.00 C	1.20
#12THHNBLACK	96 M	26.94	6.00 M	0.58
#12 THHN SOLID BLACK	62 M	12.83	6.00 M	0.37
#12 THHN SOLID WHITE	17 M	3.44	6.00 M	0.10
#12THHNSOLIDGREEN	17 M	3.44	6.00 M	0.10
#18/2C CL2 JKT T-STAT CBL	15 M	4.29	14.00 M	0.21
WIRE CONN RED	15 C	4.79	7.50 C	1.13
DEV BOX 21/2" 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	4.98	30.00 C	0.30
4" SQBLANK COVER	1C	2.07	8.00 C	0.08
1 x 1 5/8x 12G STRUT GRN	30 C	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

Client Address: CCN# 1 Adco Electric Inc. BENCHMARK Date: 4/4/2023 1867 CRANE RIDGE DRIVE **Project Name:** ARTS CENTER OF MISSISSIP P.O. Box 7395 SUITE 200 A Jackson, MS 39282-7395 **Project Number:** ARTS CENTER OF MISSISSIP JACKSON, MS 39216 Page Number: **Total Hrs.** Total Mat. LaborU Qtv U Description 18.74 11.00 C 3.52 32 C 1/4" THREADED ROD - PLTD 0.38 16 C 1.12 240 C 1/4-20 HEX NUT - PLTD STL 0.30 1,99 1.25 C 1/4" FLAT WASHER - PLTD STL 24 C 3.24 12.00 C 0.96 8C 1/4x 4 TGL BOLT SPRING WING P/H 0.78 5.50 C 0.44 8C #10x 1 P/H SELF-TAP SCREW 1.88 C 0.04 2C 0.18 #8x 1/2 WAFER HEAD SHEET MTL SCR 0.10 1C 0.87 10.00 C OLD WORK BOX MOUNT F-CLIPS (PR) 18.75 C 0.75 4C 48.22 512 24"T-BAR BOX HNGR (CADDY) 9.38 C 0.75 4G9 T-BAR TWIST-ON FIXT SUPPORT (8C 17.15 1.66 10,00 C 0.10 1C 1G DECORATOR PLATE - 302 S/S 99.66 0.50 E 0.50 1E 1000WS/P SLIDE-TO-OFF INCAND DIMM 1.00 TRACKLIVE END CONN FLUSH 4E 0.00 0.25 E 29.25 0.65 E 45 E 0.00 FLOOD TRACK FIXT 0.00 0.04E 08.0 20 E 50PAR/SP/S/HAL SPOTLAMP 20 E 0.13E 2.60 0.00 **FIXTURE LENS** 3.80 0.00 0.19E **FIXTURESPECIALLENS** 20 E 64.94 542 703.52 **Totals** Summary 703.52 General Materials 5,530.00 **FIXTURES** 6,233.52 **Material Total** LABOR 1,509.86 **ELECTRICIAN** (32.47 Hrs @\$46.50) 1,237.11 (32.47 Hrs @ \$38.10) **APPRENTICE** Indirect Job Cost (703,52 @ 0.00 @ \$0.03 + 0.000 % + 0.000 % + 0.000 %)21.11 CONSUMABLES & MISCELLANEOUS (64.94 @ 0.00 @ \$0.05 + 0.000 % + 0.000 % + 0.000 %) 3.25 **CLEAN-UP** (64.94 @ 0.00 @ \$0.01 + 0.000 % + 0.000 % + 0.000 %) 0.65 SAFTEYMEETINGS 29.22 SMALL TOOLS (64.94 @ 0.00 @ \$0.45 + 0.000 % + 0.000 % + 0.000 %) (703.52 @ 0.00 @ \$0.03 + 0.000 % + 0.000 % + 0.000 %) 21,11 WARRANTY 75.34 **Total Indirect Job Cost** 9,055.83 Subtotal 905.58 (@ 10.000 %) Overhead 498.07 Markup (@ 5.000 %) 10,459.48 Subtotal 0.52 **Final Adjustment** \$10,460,00 **Final Amount CONTRACTOR CERTIFICATION** Name: Date: Signature: hereby certify that this quotation is complete and accurate based on the information provided.

Client Address:

Adco Electric Inc.

P.O. Box 7395 Jackson, MS 39282-7395 BENCHMARK

1867 CRANE RIDGE DRIVE SUITE 200 A

JACKSON, MS 39216

CCN #

1 4/4/2023

Date: 4/4 Project Name: Af

ARTS CENTER OF MISSISSIP ARTS CENTER OF MISSISSIP

Project Number: Page Number:

3

CLIENTACCEPTANCE	
CCN #: 1 Final Amount:\$10,460.00 Name: Date: Signature:	Thereby accept this quotation and authorize the contractor to complete the above described work.



April 25, 2023

Catoria P. Martin **City Attorney** City of Jackson, MS Post Office Box 2779 Jackson, MS 39207

Arts Center - Elevator Lobby Fixture Re:

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,

David Marsh,

President

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 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# Date:

4/4/2023

Project Name: **Project Number:** Page Number:

ARTS CENTER OF MISSISSIPPIRENOVATIONS ARTS CENTER OF MISSISSIPPI RENOVATIONS

Client Address:

BENCHMARK

Contact: DAVIDMARSH 1867 CRANE RIDGE DRIVE SUITE 200 A **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	QtyU	TotalMat.	LaborU	Total Hrs.
D	1E	0.00	0.94 E	0.94
1/2" CONDUIT-EMT	25C	14.74	4.50 C	1.13
1/2" CONN SS STL - EMT	2C	0.54	8.00 C	0.16
1/2" COUPLING SS STL-EMT	3C	0.93	4.00 C	0.10
1/2 OR 3/4" SNAP CLOSE CLIP - BTM MN	3C	7.20	5.00 C	0.14
#12THHN SOLID BLACK	28 M	5.74	6.00 M	0.17
#12THHNSOLIDWHITE	28 M	5.74	6.00 M	0.17
#12THHNSOLIDGREEN	28 M	5.74	6.00 M	0.17
#12/2C CABLEMC-ALUMARMOR	9M	7.68	30.00 M	0.26
1/2MC-ACSNAP-INCONN	2C	0.88	0.25 E	0.50
3/8" CBL SNAP CLOSE CLIP - BTM MNT O	1C	1.74	8.38 C	0.11
WIRE CONN RED	3C	0.96	7.50C	0.23
RED/YELLOWSKIRT WIRE NUTS	3C	0.63	7.50 C	0.23
4x 1 1/2" SQ BOX COMB KO	1C	4.96	30.00 C	0.30
4" SQ BLANK COVER	2C	4.13	8.00 C	0.16
#8x 1/2 WAFER HEAD SELF-TAP STUD	4C	0.18	5.00 C	0.20
#8x 1/2 WAFER HEAD SHEET MTL SCR	2C	0.18	1.88 C	0,04
FIXTURE MOUNTING 10 TO 15' HEIGHT	1E	0.00	0.38 E	0.38
4"SQ 2 1/8" DEEP JBOX - 1/2"-3/4" KO	1C	0.91	11.40 C	0.11

ORIGINAL

Client Address:

Adco Electric Inc.

P.O. Box 7395 Jackson, MS 39282-7395 BENCHMARK

1867 CRANE RIDGE DRIVE

SUITE 200 A JACKSON, MS 39216 CCN#

3

Date: Project Name: 4/4/2023 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 FIXTURES		62.87 148.50
Material Total		211,37
ELECTRICIAN APPRENTICE	(2.74 Hrs @ \$46.50) (2.74 Hrs @ \$38.10)	127.41 104.39
Indirect Job Cost CONSUMABLES & MISCELLANEOUS CLEAN-UP SAFTEY MEETINGS SMALL TOOLS WARRANTY Total Indirect Job Cost	(62.87 @ 0.00 @ \$0.03 + 0.000 % + 0.000 % + 0.000 %) (5.48 @ 0.00 @ \$0.05 + 0.000 % + 0.000 % + 0.000 %) (5.48 @ 0.00 @ \$0.01 + 0.000 % + 0.000 % + 0.000 %) (5.48 @ 0.00 @ \$0.45 + 0.000 % + 0.000 % + 0.000 %) (62.87 @ 0.00 @ \$0.03 + 0.000 % + 0.000 % + 0.000 %)	1.89 0.27 0.05 2.47 1.89
Subtotal Overhead Markup	(@ 10.000 %) (@ 5.000 %)	449.74 44.97 24.74
Subtotal Final Adjustment		519.45 0.55
Final Amount		\$520.00
CONTRACTOR CERTIFICATION Name: Date: Signature: hereby certify that this quotation is CLIENT ACCEPTANCE CCN #: 3	s complete and accurate based on the information provided.	
Final Amount: \$520.00 Name: Date: Signature:		
hereby accept to	his quotation and authorize the contractor to complete the above described work.	



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,

David Marsh, President Accepted by:_

ADCO ELECTRIC INC. CONTRACTORS ENGINEERS



2236 MADDOX ROAD P.O. BOX 7395 JACKSON, MISSISSIPPI 39282-7396 (601) 922-3575 FAX (601) 922-9706

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: ProjectName: 4/4/2023
ARTS CENTER OF MISSISSIPPIRENOVATIONS

Project Number:

ARTS CENTER OF MISSISSIPPIRENOVATIONS

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.

Itemi	zed	Br	88	kd	OW	m

Description	QtyU	Total Mat.	LaborU	Total Hrs.
H track 8ft length	1E	0.00	1.96E	1.96
1/2"CONDUIT-EMT	45C	28.48	4.50 C	2.02
1/2" CONN SS STL - EMT	4C	1.08	8.00 C	0.32
1/2" COUPLING SS STL - EMT	5C	1.67	4.00 C	0.18
1/2 OR 3/4" SNAP CLOSE CLIP - BTM MN	5C	12.94	5.00 C	0.24
1/2"FLEX-STEEL	14 C	15.29	4.00 C	0.56
1/2"STLFLEX CONN	4C	10.49	12.00 C	0.48
#12 THHNBLACK	24 M	6.87	6.00 M	0.14
#12 THHN SOLID BLACK	83 M	17.21	6.00 M	0.50
#12THHN SOLID WHITE	50 M	10.33	6.00 M	0.30
#12 THHN SOLID GREEN	50 M	10.33	6.00 M	0.30
WIRE CONN RED	9C	2.63	7.50 C	0,68
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	1C	4.85	30.00 C	0.30
4x 1 1/2" SQ BOX COMB KO	2C	9.92	30.00 C	0.60
4" SQ BLANK COVER	2C	4.13	8.00C	0.16
1 x 1 5/8x 12G STRUT GRN	8C	49.38	10.00 C	0.80
#8 TO #10x 7/8 PLAS ANCHOR (3/16)	2C	8.88	15.00 C	0.30
1/4" THREADED ROD - PLTD	16 C	9.88	11.00 C	1.76

ORIGINAL

ClientAddress: CCN# Adco Electric Inc. BENCHMARK 4/4/2023 Date: P.O. Box 7395 1867 CRANE RIDGE DRIVE **Project Name:** ARTS CENTER OF MISSISSIP Jackson, MS 39282-7395 SUITE 200 A Project Number: ARTS CENTER OF MISSISSIP JACKSON, MS 39216 Page Number: LaborU Total Hrs. Description **Qty U Total Mat.** 1/4-20 HEX NUT - PLTD STL 2.40 C 8C 0.56 0.19 0.99 1.25 C 0.15 1/4" FLAT WASHER - PLTD STL 12 C 1/4x 4 TGL BOLT SPRING WING P/H 4C 1.60 12.00 C 0.48 2C 5.50 C 0.11 #10x1 P/H SELF-TAP SCREW 0.20 1.88 C 0.08 #8x 1/2 WAFER HEAD SHEET MTL SCR 4C 0.37 OLD WORK BOX MOUNT F-CLIPS (PR) 1C 0.87 10.00 C 0.10 12.05 18.75 C 0.19 512 24" T-BAR BOX HNGR (CADDY) 1C 4G9 T-BAR TWIST-ON FIXT SUPPORT (2C 4.29 9.38 C 0.19 1G TGL SWITCH PLATE - 302 S/S 1C 1.49 10.00 C 0.10 25.00 C 0.25 20A 120-277V S/P SW - TOGGLE IVY (CS-1C 4.77 0.25 E 0.25 1E 0.00 TRACKLIVE END CONN FLUSH DEMOSWITCH 1E 0.00 0.19E 0.19 362 238.59 14.12 Totals Summary 238.59 General Materials **FIXTURES** 190,00 **Material Total** 428.59 LABOR 328.29 (7.06 Hrs @ \$46.50) **ELECTRICIAN APPRENTICE** (7.06 Hrs @ \$38.10) 268.99 Indirect Job Cost (238.59 @ 0.00 @ \$0.03 + 0.000 % + 0.000 % + 0.000 %) CONSUMABLES & MISCELLANEOUS 7,16 (14.12@0.00@\$0.05+0.000%+0.000%+0.000%) 0.71 **CLEAN-UP** (14.12 @ 0.00 @ \$0.01 + 0.000 % + 0.000 % + 0.000 %) **SAFTEY MEETINGS** 0.14 (14.12 @ 0.00 @ \$0.45 + 0.000 % + 0.000 % + 0.000 %) 6.35 **SMALL TOOLS** 7.16 (238.59 @ 0.00 @ \$0.03 + 0.000 % + 0.000 % + 0.000 %) WARRANTY 21.52 **Total Indirect Job Cost** 1,047.39 Subtotal (@ 10.000 %) 104.74 Overhead 57.61 Markup (@ 5.000 %) 1,209.74 Subtotal 0.26 Final Adjustment \$1,210.00 **Final Amount**

CONTRACTO	DRICERTIFICATION CONTROL CONTR
Name: Date: Signature:	Thereby certify that this quotation is complete and accurate based on the information provided

CLIENT ACCEPTANCE

Client Address:

Adco Electric Inc.

P.O. Box 7395 Jackson, MS 39282-7395

BENCHMARK

1867 CRANE RIDGE DRIVE

SUITE 200 A JACKSON, MS 39216

CCN# Date:

2 4/4/2023

Project Name: Project Number: Page Number:

ARTS CENTER OF MISSISSIP ARTS CENTER OF MISSISSIP



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,

David Marsh, President Accepted by:

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	NAME OF COMPANY REPRESENTATIVE			
Thalia Mara Hall ADDRESS WHERE SERVICE PROVIDED	Benchmark Construction / David Marsh			
255 E Pascagoula Street		PHONE NUMBER OF COMPANY REPRESENTATIVE		
CITY, STATE, ZIP WHERE SERVICE PROVIDED	(601) 941-7250			
Jackson, MS, 39201	EMAIL ADDRESS OF COMPANY REPRESENTATIVE			
HAVE WE SERVICED UNDER A ONE TIME AGREEMENT BEFORE?	dmarsh@benchmarkms.com			
YES NO IF YES, CUST#	Rashad Randle Allstar Solutions, L			
ACCOUNTS PAYABLE INFORMATION (MUST BE COMPLETED	JOB INFORMATION [MUST BE COMPLETED]			
IAME OF A/P CONTACT	PURCHASE ORDERAJOB NUMBER			
ADDRESS OF A/P DEPARTMENT	INSURANCE CERTIFICATE NEEDED?			
	YES NO IF YES, Attach copy			
CITY, STATE, ZIP OF A/P DEPARTMENT	SPECIAL INSURANCE REQUIRED? YES NO IF YES, Attach copy			
VP PHONE NUMBER	WAIVER OF LIEN REQUIRED?			
halpan in minimum (1.3 half bet half age 1)	YES NO IF YES, Attach copy			
VP ALTERNATE NUMBER		F2000 11 11 11 12 12 12 12 12 12 12 12 12 12		
	Cilent agrees that the above mentioned items, do insurance, etc. are either required or not as indi-			
VP EMAIL ADDRESS	medicalize, etc. are entried redulted of thotas titling	cated above.		
	AUTHORIZED SIGNATURE			
ERVICES REQUESTED	AOTHORIELD GRANATORE			
1. General cleaning				
2. Throughly wash interior and exterior of win	dowe			
	GONS			
3.		İ		
TOTAL COST: \$8,370.00	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 I PRIOR TO CLEANING OR WHICH PRESENT AFTER CLEANING. Customer should be see slippery due to damp conditions. Client consents to the use of EPA approved char specific chemicals are used, Client will notify JANI-KING in writing. NDCWHITT. Client agrees to defend, indemnify, and took homicss Jani-ting, and took and representatively form all slaims, demands, flabilities, injuries, damages, tusses, a sublegges at Client's facility (including, without installing, chira-top), and of "ayment of the Total Amount shall be due from Client within filtern." (3) days of comple source on any consisting bulance at a rate of 10% par days in the event it becomes in surried use under this Agreement, view large shall be entitled to all associated costs of	respective afficies, franchisess, efficers, disolers, chercholders, morn not emposes affiling out of or related to the presence, or suspecied a my supesure to each pathogens from Clients Lacilly.	berc, employees goenta		
initing upon and inure to the benefit of Jani-King and Client and their respective heirs. In noting upon and inure to the benefit of Jani-King and Client and their respective heirs, no arty to this Agreement of a breach of any term or condition of this Agreement shall no greement. Jurisdiction and venue for any sult brought on this Agreement shall be in the	the out, moving reasonable example less and relegation he terms of presentatives, successors and assigns, except as otherwise herein provide to constitute a waiver of any subsequent breach of the same or any other county greates where the land king control office is located.	I this Agreement shall be ded. Any weiver by either rierm or condition of this		
AUTHORIZATION FOR WO	RK-TO BEGINAND GUARANTY			
he undersigned individual owner, officer, agent, member or employed adicated above. Said individual acknowledges that without this guara	of Cliant hereby guarantees the payment to Jani-King of t	the total amount		
AUTHORIZED SIGNATURE	PRINTED NAME & TITLE	DATE		
COMPL	FIED WORK	Fair W. W. Strand		
Il work described has been inspected and completed to my satisfaction	the state of the s	f Jani-King Invoice.		
AUTHORIZED SIGNATURE	PRINTED NAME & TITLE	DATE		
MOT AN				



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,

David Marsh, President Accepted by



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	NAME OF COMPANY REPRESENTATIVE		
Thalla Mara Hail	Benchmark Construction / David Marsh		
ADDRESS WHERE SERVICE PROVIDED	PHONE NUMBER OF COMPANY REPRESENTATIVE		
255 E Pascagoula Street	(601) 941-7250		
CITY, STATE, ZIP WHERE SERVICE PROVIDED	EMAIL ADDRESS OF COMPANY REPRESENTATIVE		
Jackson, MS, 39201	dmarsh@benchmarkms.com		
HAVE WE SERVICED UNDER A ONE TIME AGREEMENT BEFORE?	JANI-KING REP SERVICED BY (FRAN NAME and #)		
YES NO IF YES, CUST#	Rashad Randle Alistar Solutions, LLC 041158		
ACCOUNTS PAYABLE INFORMATION IMUST SE COMPLETED	JOB INFORMATION (MUST BE COMPLETED)		
NAME OF A/P CONTACT	PURCHASE ORDER/JOB NUMBER		
ADDRESS OF AP DEPARTMENT	INSURANCE CERTIFICATE NEEDED?		
	YES NO IF YES, Attach copy		
CITY, STATE, ZIP OF A/P DEPARTMENT	SPECIAL INSURANCE REQUIRED?		
	YES NO IF YES, Attach copy		
A/P PHONE NUMBER	WAIVER OF LIEN REQUIRED?		
	YES ✓NO IF YES, Attach copy		
AP 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. Scrub of ceramic tile			
2.			
3.			
TOTAL COST; \$ 990.00	Sales (ax not included - applicable to FL and TX only, Credit Card Payments are subject to a 3% fee.		
PROUK TO CLEANING OR WHICH PRESENT AFTER CLEANING. Cambridge choids ha re	CONDITIONS BEYOND OUR CONTROL, INCLUDING THOSE CONDITIONS THAT EXIST areful 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 chemical specific chemicals are used, Client will notify JANI-KING in writing.	als selected by JANI-KING for cleaning COVID-19. To the extent cliant wishes to direct which		
INDEXAND! Clear carees to delegat indextails, and hold becomes that Warrand thek are	oppolite allifologian chipago, alligare, discolura deschelden poestare amplessa appolit		
hinchitith, Click oppose to defend macrosity, and held become or and ring, and their one representatives. From all stating demands liabilities intuine demands in a pathography of Click in the liability (including, attend to their AATO COVERS (INCLUDING AND COVERS)).			
Payment of the Total Amount shall be due from Client within falcen (12) days of completion	of the work, in the event the full Total Amount is not paid within thinks (31) days interest about	PP	
some on any remaining behavior at a rate of 1.5% per day. In the event it becomes neces	n of the work. In the event the full Total Amount is not paid within the COT days, interest shall ssay for Jani-Ring to institute suit against Client to secure or protect its rights or to collect any suit, including reasonable attempt fees and interest. The terms of this Agreement shall be	•	
party to this Agreement of a breach of any term of condition of this Agreement shall be in the east Agreement. Jurisdiction and venue for any sult brought on this Agreement shall be in the east	esentatives, successors and assigns, except as otherwise herein provided. Any waiver by either are titule a waiver of any subsequent breach of the same or any other term or condition of this any expected where the tent	. c	
AUTHORIZATION FOR WOR	KATO PEGINANDI QUA PANTY	4 >	
The undersigned individual owner, officer, agent, member or employee of			
indicated above. Said individual acknowledges that without this guaranty			
AUTHORIZED SIGNATURE	PRINTED NAME & TITLE DATE		
COMPLE			
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			



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,

David Marsh, President Accepted by:



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	NAME OF <u>COMPANY</u> REPRESENTATIVE		
Thalia Mara Hali	Benchmark Construction		
ADDRESS WHERE SERVICE PROVIDED	PHONE NUMBER OF COME	PANY REPRESENTATIVE	
255 E Pascagoula Street	(601) 941-7250		
CITY, STATE, ZIP WHERE SERVICE PROVIDED	EMAIL ADDRESS OF COMPANY REPRESENTATIVE		
Jackson, MS, 39201 AVE WE SERVICED UNDER A ONE TIME AGREEMENT BEFORE?	dmarsh@benchmarkms.com		
YES NO IF YES, CUST#	JANI-KING REP Rashad Randle	SERVICED BY (FRAN NAME and #) Allstar Solutions, LLC 041158	
ACCOUNTS PAYABLE INFORMATION (MUST, BE COMPLETED)	TOR INCORMATION IN IL	ST BE COMBLETED!	
IAME OF A'P CONTACT	JOB INFORMATION [MUST BE COMPLETED] IPURCHASE ORDERUOB NUMBER		
_			
DDRESS OF A/P DEPARTMENT	INSURANCE CERTIFICATE NEEDED? YES NO IF YES, Attach copy		
CITY, STATE, ZIP OF AVP DEPARTMENT	SPECIAL INSURANCE REQUIRED? YES NO IF YES, Attach copy		
AVP PHONE NUMBER	WAIVER OF LIEN REQUIRE YES NO F	ED? YES, Attach copy	
<u>A/P</u> ALTERNATE NUMBER		above mentioned items, documentation, her required or not as indicated above.	
A/P EMAIL ADDRESS	monano, our mona	in todanos or not do sistinguis about.	
	AUTI	IORIZED SIGNATURE	
BERVICES REQUESTED			
1. Carpet extraction			
2.			
3.			
TOTAL COST: \$2,304.00	Sales tax not included - ap	pplicable to FL and TX only. subject to a 3% fee.	
This Agreement supersedes all prior Agreements. JANI-KING WILL NOT BE LIABLE FO PRIOR TO CLEANING OR WHICH PRESENT AFTER CLEANING. Customer should be be sippery due to damp conditions. Client consents to the use of EPA approved chemis specific chemicals are used, Client will notify JANI-KING in writing. INDEADLEY: Client egrees to defend, indemantly, and rold manness stant-ting, and their and covascentations, from all eterns; demands, tipulates, frantes, damages, losses, and covascentations, from all eterns; demands, tipulates, frantes, damages, losses, and covascentations, and the Total Amount shall be due from Client within-titeen (19) days of complete some and campaign befores at a rate of 4.5% per day. In the event it becomes necessaried were the shall like any tipulation of the second of the benefit of Jani-King and Client and their respective bets, reparty to this Agreement of a breach of any term or condition of this Agreement shall not Agreement. Jurisdiction and venue for any suit brought on this Agreement shall be in the	cereful in the event the cleaning services selected by JANI-KING for cleaning services selected by JANI-KING for cleaning the selected by JANI-KING for cleaning the selected	pe specifications include thou cars services, as thous may ing COVID-19. To the extent client wishes to direct which we directly shareholders members employees agents to the presence or evepocled present of the presence of the present of the state of the state of the state of the state of the state of the state of the state of the same or any other term or condition of this pleast of the same or any other term or condition of this pleast office is legated.	
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The undersigned individual owner, officer, agent, member or employee indicated above. Said individual acknowledges that without this guaran	of Client hereby guarantees the ty of payment, Jani-King would	e payment to Janl-King of the total amount I not enter into this Agreement.	
AUTHORIZED SIGNATURE	PRINTED NAME & TITLE	DATE	
COMPLI All work described has been inspected and completed to my satisfaction	TED:WORK N. Payment for these services in	s authorized upon receipt of Jani-King invoice.	
AUTHORIZED SIGNATURE	PRINTED NAME & TITLE	DATE	
MOT AN			



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,

David Marsh, President Accepted by:



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	NAME OF COMPANY REPRESENTATIVE		
Arts Center	Benchmark Construction / David Marsh		
ADDRESS WHERE SERVICE PROVIDED	PHONE NUMBER OF COMPANY REPRESENTATIVE		
255 E Pascagoula Street	(601) 941-7250		
CITY, STATE, ZIP WHERE SERVICE PROVIDED	EMAIL ADDRESS OF COMPANY REPRESENTATIVE		
Jackson, MS, 39201	dmarsh@benchmarkms.com		
HAVE WE SERVICED UNDER A ONE TIME AGREEMENT BEFORE?	JANI-KING REP SERVICED BY (FRAN NAME and #)		
YES √ NO IF YES, CUST#	Rashad Randle Allstar Solutions, LLC 041158		
ACCOUNTS DAVABLE DISCOURANCE OF THE PARTY OF			
ACCOUNTS PAYABLE INFORMATION (MUST BE COMPLETED) NAME OF A/P CONTACT	JOB INFORMATION (MUST BE COMPLETED) PURCHASE ORDER/JOR NI/MBER		
The state of the s	FORCINGE ORDERGOS NUMBER		
ADDRESS OF A/P DEPARTMENT	INICHIDANICS OPPORTING AND ADDRESS AND ADD		
ADDITION OF METALLINEN	INSURANCE CERTIFICATE NEEDED? YES NO IF YES, Attach copy		
CITY, STATE, ZIP OF A/P DEPARTMENT			
DITT, STATE, ZIF OF <u>MF</u> DEFARTIMENT	SPECIAL INSURANCE REQUIRED? VES NO IF YES, Attach copy		
A/P PHONE NUMBER			
PIF FROME NUMBER	WAIVER OF LIEN REQUIRED? YES NO IF YES, Attach copy		
AR ALTERNATE MANAGED	YES NO IF YES, Attach copy		
A/P ALTERNATE NUMBER	Client agrees that the above mentioned items, documentation,		
AM FILLY ADDRESS	insurance, etc. are either required or not as indicated above.		
A/P EMAIL ADDRESS			
	AUTHORIZED SIGNATURE		
SERVICES REQUESTED	_		
1. General cleaning			
2. Throughly wash interior and exterior of winder	ows		
3.			
TOTAL COST: \$500.00	Sales tax not included - applicable to FL and TX only.		
TOTAL COST: \$ 500.00	Credit Card Payments are subject to a 3% fee.		
This Agreement supersedes all prior Agreements, JANI-KING WILL NOT BE LIABLE FOR	R CONDITIONS BEYOND OUR CONTROL, INCLUDING THOSE CONDITIONS THAT EXIST		
PRIOR TO CLEANING OR WHICH PRESENT AFTER CLEANING, Customer should be or	ereful in the event the cleaning service specifications include floor care services, as floors may als 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.			
INDENINITY: Clent agrees to defend, indemnity, and held hormless that King, and their re- and representatives, from all claims, demands, lichtities, lakelige, damages, losses, and pathogens at Client's facility (naturing, without lasticion, 6x RC CoV.2, CSR ID 10) and any	epositro affiliator, franchiacon, efisero, disoriare, charcindulara, membera, employees, apesia,		
	processes arising out of or related to the presence, or outpected presence, of any infertion,		
Payment of the Total Amount shall be due from Client within 66cm (10 76 2 of completion	n of the work, in the event the full Total Amount is not paid within-takin (201 days violance) whole		
sums due under this Aprenment deal-like shall be comed to the first it becomes neces	ssery for Jeni-King to Institute suit against Client to secure or protect its rights or to collect any exit, including reasonable attorney's less and interest. The terms of this Agreement shall be esentatives, successors and easigns, except as otherwise herein provided. Any waiver by either		
binding upon and inure to the benefit of Jani-King and Client and their respective hairs, repre	esentatives, 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 of Agreement, Jurisdiction and venue for any sult brought on this Agreement shall be in the see	constitute a waiver of any subsequent breach of the same or any other term or condition of this waiver particularly and the same or any other term or condition of this waiver particularly and the same or any other term or condition of this waiver particularly and the same or any other term or condition of this		
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AUTHORIZATION FOR WOR	K-TO-BEGIN AND GUARANTY		
AUTHORIZATION: FOR WOR The undersigned individual owner, officer, agent, member or employee or	KTO BEGIN AND GUARANTY f Client hereby guarantees the payment to Jani-King of the total emount		
AUTHORIZATION FOR WOR	KTO BEGIN AND GUARANTY f Client hereby guarantees the payment to Jani-King of the total emount		
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AUTHORIZATION: FOR WOR The undersigned individual owner, officer, agent, member or employee or	KTO BEGIN AND GUARANTY f Client hereby guarantees the payment to Jani-King of the total emount		
AUTHORIZATION: FOR WOR The undersigned individual owner, officer, agent, member or employee of indicated above. Said individual acknowledges that without this guaranty AUTHORIZED SIGNATURE	KTO/BEGIN AND: QUARANTY f Client hereby guarantees the payment to Jani-King of the total emount y of payment, Jani-King would not enter into this Agreement. PRINTED NAME & TITLE DATE		
AUTHORIZATION/FOR WOR The undersigned individual owner, officer, agent, member or employee or indicated above. Said individual acknowledges that without this guaranty AUTHORIZED SIGNATURE **COMPLE**	K-TO-BEGIN AND: QUARANTY f Client hereby guarantees the payment to Janl-King of the total emount y of payment, Janl-King would not enter into this Agreement. PRINTED NAME & TITLE DATE TED WORK		
AUTHORIZATION/FOR WOR The undersigned individual owner, officer, agent, member or employee or indicated above. Said individual acknowledges that without this guaranty AUTHORIZED SIGNATURE **COMPLE**	KTO/BEGIN AND: QUARANTY f Client hereby guarantees the payment to Jani-King of the total emount y of payment, Jani-King would not enter into this Agreement. PRINTED NAME & TITLE DATE		
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AUTHORIZATION FOR WOR The undersigned individual owner, officer, agent, member or employee or indicated above. Said individual acknowledges that without this guaranty AUTHORIZED SIGNATURE COMPLE	K-TO-BEGIN AND: QUARANTY f Client hereby guarantees the payment to Janl-King of the total emount y of payment, Janl-King would not enter into this Agreement. PRINTED NAME & TITLE DATE TED WORK		
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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,

David Marsh, President Accepted by:



PROPOSAL

May 1, 2023

1. Investigate leak at Thalia Mara Hall

\$1,250.00

Thank you,

Shelley R Joiner Vice President

> 601-939-2848 renee@guaranteedroofing.company.com www.greatestroofers.com

P.O. Box 54122 Pearl, 14S 39288-4122