

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 9:00 a.m. Tuesday, February 4, 2025, 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 ratifying and accepting a five thousand dollar (\$5,000.00) grant from Entergy to assist with the Jackson State University HBCU National Championship Parade; (2) Order ratifying and authorizing the payment to various vendors in support of the Jackson State University HBCU National Championship Football Parade; (3) Order authorizing the Mayor to execute an agreement with Dale Partners Architects, PA for architectural and engineering services for the Pulse @ Farish Street Project; (4) Order authorizing Amendment No. 1 to the agreement with Canizaro Cawthon Davis for architectural and engineering services for the Old Fire Station Building, 201 President Street; (5) Resolution authorizing the condemnation of certain lands, project Parcel No. 001-00-00-W, Tax Parcel No. 706-15-4 (Thind Bros, LLC), for the Beasley Road at Highland Drive Improvements, Federal Project No. STP 8254-00-(004)/LPA 108284; (6) Resolution authorizing the condemnation of certain lands, project Parcel No. 002-00-00-W, Tax Parcel No. 706-201. The meeting was convened in the Council Chambers located at 219 S. President Street at 3:00 p.m. on Wednesday, February 5, 2025 being the first Wednesday of said month, when and where the following things were had and done to wit:

Present: Council Members: Virgi Lindsay, Council President, Ward 7; Brian Grizzell, Council Vice President, Ward 4; Ashby Foote, Ward 1; Montyne Clay, Ward 2 and Vernon Hartley, Ward 5. Directors: Louis Wright, Chief Administrative Officer; Sabrina Shelby, Chief Deputy Clerk of Council; Jessica Whitlock, Chief Deputy Clerk of Council; and Terry Williamson, Legal Counsel.

Absent: Kenneth Stokes, Ward 3 and Aaron Banks, Ward 6.

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

ORDER RATIFYING AND ACCEPTING A FIVE THOUSAND DOLLAR (\$5,000.00) GRANT FROM ENTERGY TO ASSIST WITH THE JACKSON STATE UNIVERSITY HBCU NATIONAL CHAMPIONSHIP PARADE.

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

WHEREAS, the power granted to governing authorities of municipalities by Section 21-17-5 is complete without the existence of or reference to any specific authority granted in any other statute or law of the State of Mississippi; and

WHEREAS, in 2024, Jackson State University won the Celebration Bowl and became the HBCU National Football Champions. The City of Jackson agreed to sponsor a parade honoring the football team for its historic win; and

WHEREAS, Entergy agreed to donate funds to the City to help support its efforts to honor the team. These funds will cover expenses to feed the local students from Jackson Public School bands participating in the parade. Students from all six high schools participated in the parade; and

WHEREAS, the grant funds must be expended in support of this parade. This grant does not require any matching funds from the City; and

WHEREAS, the funds should be deposited into the Central Mississippi Growth Foundation-Mayor's Fund to cover the expenses incurred to feed the JPS students. In all, meals were provided for 656 students; and

WHEREAS, it is in the best interest of the City that Entergy's grant be accepted to cover all the expenses incurred in feeding the JPS students in support of the JSU Championship National Football parade, which was held in the City of Jackson.

IT IS, THEREFORE, ORDERED and hereby ratified, that Entergy's Five Thousand Dollar (\$5,000.00) grant is accepted. The City is not required to provide any matching funds for the grant.

IT IS, FURTHER, ORDERED that the Mayor is authorized to execute any documents and/or agreements necessary to effectuate this Order.

Council Member Hartley moved adoption; **Council Member Clay** seconded.

President Lindsay recognized **Melissa F. Payne, Director of Constituent Services and Communications**, who provided a brief overview of said item.

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

Yeas – Clay, Foote, Grizzell, Hartley and Lindsay.

Nays – None.

Absent – Banks and Stokes.

ORDER RATIFYING AND AUTHORIZING THE PAYMENT TO VARIOUS VENDORS IN SUPPORT OF THE JACKSON STATE UNIVERSITY HBCU NATIONAL CHAMPIONSHIP FOOTBALL PARADE.

WHEREAS, pursuant to Section 17-3-1 of the Mississippi Code Annotated of 1972, as amended, the governing authorities of each municipality may in their discretion, set aside, appropriate and expend moneys, not to exceed one mill of their respective valuation and assessment for the purpose of advertising and bringing into favorable notice the opportunities, possibilities and resources of such municipality; and

WHEREAS, advertising, pursuant to Section 17-3-3 of the Mississippi Code Annotated of 1972, as amended, shall include newspaper and magazine advertising and literature, publicity, expositions, public entertainment or other form of advertising or publicity, which in the judgment of such board or boards will be helpful toward advancing the moral, financial and other interests of such municipality or county; however, such advertising shall not include advertisements in publications sponsored by political parties, political committees or affiliated organizations, as such terms are defined in Section 23-15-801; and

WHEREAS, on January 17, 2024, a parade was held in the City for Jackson State University to honor their historic win in the Celebration Bowl; and

WHEREAS, We Marquee, LLC, with its principal office located at 317 E. Capital Street, Suite 200, Jackson, MS 39201, provided a 6ft marquee rental and charged for installation and retrieval for \$864.00; and

WHEREAS, The Experience Pro Sound & Lighting, with its principal office located at 2123 Old Vicksburg Rd., Clinton, MS 39056, provided balloon columns for \$700.00; and

WHEREAS, Reliable Rental Equipment, LLC, with its principal office located at 210 Meadowbrook Rd., Jackson, MS 39206, provided light towers for \$1,260.51; and

WHEREAS, Reliable Rental Equipment, LLC also provided a trailer for rent for a total cost of \$380.00; and

WHEREAS, Caramu Cunning, The Promoter, LLC, with its principal office located at 313 Martha Drive, Byram, MS, 39272, provided DJ Services and sound, stage, and lighting setup for \$2,800.00; and

WHEREAS, the municipal governing authorities find, consistent with facts, that activities of the various vendors advertised the resources and possibilities of the City of Jackson, and that such activities were helpful toward advancing the moral, financial, and other interests of the City; therefore, the City is authorized to make expenditures in accordance with Sections 17-3-1 and 17-3-3; and

WHEREAS, it is in the best interest of the City that these invoices discussed in this Order be ratified and paid.

IT IS, THEREFORE, ORDERED that the governing authorities for the City of Jackson find that these invoices should be paid and is hereby ratified.

IT IS, FURTHER, ORDERED that the invoices be ratified and that payments totaling Six Thousand One Hundred Four Dollars and Fifty-One Cents (\$6,104.51) be made to qualified vendors from account numbers 001-493.00-6514 and 001-493.00-6419.

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

Council Member Hartley moved adoption; **Council Member Clay** seconded.

Yeas – Clay, Foote, Grizzell, Hartley and Lindsay.

Nays – None.

Absent – Banks and Stokes.

ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH DALE PARTNERS ARCHITECTS, PA FOR ARCHITECTURAL AND ENGINEERING SERVICES FOR THE PULSE @ FARISH PROJECT.

WHEREAS, the City of Jackson’s Department of Planning and Development solicited statements of qualifications for the design of The Pulse @ Farish Street; and

WHEREAS, the statement of qualifications of Dale Partners Architects, PA was received, evaluated and was selected for the project; and

WHEREAS, the City and Dale Partners, PA entered into an Agreement to provide a preliminary schematic design for the space; and

WHEREAS, the City is now prepared to move forward with the final design and construction documents for bid; and

WHEREAS, the City wishes to retain Dale Partners, PA (hereinafter “Dale”) to complete the design and construction documents, manage the competitive bidding process, and provide construction phase services; and

WHEREAS, the City has agreed to provide geotechnical engineer services and a survey of the project site to Dale; and

WHEREAS, the form of the Agreement will be the AIA Document B101-2017 Standard Form of Agreement Between Owner and Architect with the following project specific terms and revisions to the standard language:

The parties to the Agreement are the City of Jackson and Dale Partners Architects, LLC

The project is designated as 24062 "Pulse @ Farish" (Jackson Convention Greenspace)

The project description is as follows:

Vision: The Pulse @ Farish aims to revitalize Farish Street with a dynamic, contemporary urban space. This project will enhance downtown Jackson's civic infrastructure and support the growth of the Jackson Convention Complex District. Located near Jackson State University, the district will be interactive, flexible, and technologically advanced, featuring art, music, and various events. The space will be inclusive, welcoming residents, workers, tourists, and conventioners.

Goals: The project seeks to improve downtown Jackson, create an inclusive community space, offer flexibility for different events, integrate technology, and test ideas for future developments.

Key features: The design includes a central event lawn with a stage, a pavilions, shade sails, and seating areas while the southwest will feature space for skateboarding pathways, unique lighting, and moveable furniture.

Program

The program begins with a site analysis to understand existing conditions and opportunities. Initial concepts will be developed and refined, focusing on flexibility and inclusivity. Community engagement will gather input from residents and stakeholders. A detailed plan will guide construction and activation, including timelines and budgets. Events like art installations and music performances will be planned to activate the space. The phase 1 scope of design work will include the skate park, pickle ball, and event lawn space. It will not include the east parking lot or NE food truck areas, which will be done in future phases.

The location of the project is Pascagoula Street and Farish Street across from the Convention Center, Jackson, Mississippi.

Section 1.1.3 is revised to read: The Owner's Project Cost/Estimate as defined in Section 6.1:

A preliminary cost estimate for the west surface parking was noted by Neel-Schaffer on 10/07/24 to be \$1.6M. A preliminary cost estimate by Russ Blount for the event lawn, Food Trucks, and skate park provided on 01/21/25 totaled \$4.81M. See attached for cost estimates (attached to this order as an exhibit and incorporated herein).

Section 1.1.4: The Owner's anticipated design and construction milestone dates:

.1 Design phase milestone dates, if any: Estimated goal is Design complete 30 days after Notice to Proceed. All other mile stone dates to be determined.

Section 1.1.5: The Owner intends to the following procurement and delivery method for the Project: Competitive bid.

Section 1.1.7: The Owner identifies the following representative in accordance with Section 5.3: Jhai Keeton and Lloyd Keller, City of Jackson.

Section 1.1.8: The person or entities, in addition the Owner's representative, who are required to review the Architect's submittals to the Owners are as follows:

Lloyd Keller and Jhai Keeton.

Section 1.1.9: The Owner shall retain the following consultants and contractors:

- .1 Geotechnical Engineer: Todd Ladner, Ladner Testing.
- .3 Survey

Section 1.1.10: The Architect identifies the following representative in accordance with Section 2.3: Russ Blount, AIA, LEED AP, Partner, Dale Partners Architects, PA, One Jackson Place, 188 E. Capitol St., Suite 520, Jackson, MS 39201

Section 1.1.11.1: Consultants retained under Basic Services:

- .1 Civil Engineer—Christopher M. Trebisky, P.E., P.L.S., LEED AP, Neel-Schaffer.
- .2 Structural Engineer—Tom Schaeffer, P.E., Structural Design Group
- .3 Mechanical Engineer—Kevin Starks, P.E., GSK Mechanical, Inc.
- .4 Electrical Engineer—Mike Wynne, P.E., Schultz & Wynne, P.A.

Section 2.5.1: Commercial General Liability with policy limits of not less than One Million (\$1,000,000.00) for each occurrence and Two Million (\$2,000,000.00) in the aggregate for bodily injury and property damage.

Section 2.5.2: Automobile Liability covering vehicles owned and non-owned vehicles used, by the Architect with policy limits of not less than One Million (\$1,000,000.00) per accident for bodily injury, death of any person, and property damage, arising out of the ownership, maintenance and use of those motor vehicles, along with any statutorily required automobile coverage.

Section 2.5.5: Employers' Liability with policy limits not less than One Million (\$1,000,000.00) each accident, One Million (\$1,000,000.00) each employee, and One Million (\$1,000,000.00) policy limit.

Section 2.5.6: Professional Liability covering negligent acts, errors, omissions in the performance of professional services with policy limits of no less than One Million (\$1,000,000.00) per claim and Two Million (\$2,000,000.00) in the aggregate.

Section 3.6.2.6: To the extent permitted by Mississippi law, to the extent that the Architect is designated as the initial decision maker, the Architect shall have no liability for a decision made in bad faith.

Section 4.1.1.1: Programming—Owner/Architect:

- 4.1.1.2 Multiple preliminary designs Architect
- 4.1.1.6 Building Information Model management responsibilities—Architect
- 4.1.1.7 Development of Building Information Models for post construction use—Architect
- 4.1.1.8 Civil Engineering—Architect
- 4.1.1.9 Landscape design—Provided-will include city minimum standard
- 4.1.1.13 On-site project representation—As indicated in section 3.6
- 4.1.1.26 Multiple bid packages—As needed
- All other Supplemental Services listed as "Not Provided."

Section 4.1.2.2: A description of each Supplemental Service identified in Section 4.1.1 at the Owners responsibility is provided below: Owner shall be responsible for geotechnical, survey & special testing as required by the International Building Code

Section 4.2.2 is deleted.

Section 4.2.3.1: Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor

- .2 Six (6) visits to the site by the Architect during construction
- .3 Two (2) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 Two (2) inspection for any portion of the Work to determine final completion.

Section 4.2.5: If the services covered by this Agreement have not been completed within six (6) months of the date of the Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

Section 6.6.6: negotiate with the lowest bona fide bidder to reduce the construction cost to the Owner's budget, provided the bid does not exceed the budget by more than 5%.

Section 8.1.1: To the extent permitted by Mississippi law, the Owner and the Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort or otherwise, in accordance with the requirements of the binding dispute resolution method selected in the Agreement and

within the period specified by applicable law, but in any case no more than 10 years after the date of Substantial Completion of the Work. To the extent permitted by Mississippi law, the Owner and Architect will waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

Section 8.1.2: To the extent permitted by Mississippi law, to the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201-2017, General Conditions of the Contract for Construction. To the extent permitted by Mississippi law, the Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

Section 8.1.3: To the extent permitted by Mississippi law, the Architect and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. To the extent permitted by Mississippi law, this mutual waive is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

Section 8.1.4: To the extent permitted by Mississippi law, notwithstanding any other provision therein, the Architect's liability to the Owner for any claim or loss, damage, error, omission or Breach of this Agreement shall be limited to the available proceeds of the insurance coverage required by the agreement.

Section 8.2.4: If the parties to not resolve a dispute through mediation pursuant to Section 8.2, either party may bring an action in a court of competent jurisdiction located in the first instance in the United States District Court for the District of Mississippi in the district where the project is located, and if, and only, such federal court does not accept jurisdiction, then in a State of Mississippi court with subject matter jurisdiction located in Hinds County, Mississippi. Both Owner and Contractor submit to the in-persona jurisdiction and exclusive venue of the foregoing courts with regard to disputes related to this Agreement.

Sections 8.3 is deleted in its entirety.

Section is 8.4 is deleted in its entirety.

In Section 9.1, change "seven days" to "14 days."

In Section 9.4, change "seven days" to "14 days."

Section 9.7.1: Termination Fee—N/A

.2 Licensing Fee if Owner intends to continue using Architect's Instruments of Service—
N/A

Section 10.3 The Owner and Architect respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement, except to the extent provided by Mississippi law, the successor in office of the Owner shall not be bound by the Agreement and its terms and may terminate the Agreement at any time. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agree to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

Section 11.1.2: Percentage Basis—Eight (8) % of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 11.6. The anticipated construction cost for phase 1 (event lawn & skate park / pickle ball = \$3,577,483. Based on this cost, the estimated architectural fee will be \$274,585.

.3 Other Note that an \$11,615 credit will be credited from the schematic design invoice, which was originally invoiced during preliminary/Schematic Design phase.

Section 11.2: Insert "No know supplemental services at this time. These will be revised by subsequent amendment if needed."

Section 11.3: Insert "Additional service beyond those included in this Agreement shall be negotiated and compensated based on mutually agreed upon pricing and rates in accordance with Section 4.2."

Section 11.4: Insert "N/A"

Section 11.5: Insert the following:

Schematic Design Phase	Twenty percent	(20%)
Design Development Phase	Twenty percent	(20%)
Construction Documents Phase	Thirty-Five percent	(35%)
Procurement Phase	Five percent	(5%)
Construction Phase	Twenty percent	(20%)

Section 11.8.2: For reimbursable expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus None percent (-%) of the expenses incurred.

Section 11.9 Insert "N/A"

Section 11.10.1.1: An initial payment of Zero (\$0.00) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

Section 11.10.1.2 Insert "N/A"

Section 11.10.2.1: Unless otherwise agree, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice amounts unpaid Forty-Five (45) day after the invoice date shall bear interest at the rated enter below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect. Insert "1.5% monthly"

Article 12 Special Terms and Conditions Insert "N/A"

Section 13.2.2 Insert "N/A"

Section 13.2.3 Exhibits Other Exhibits Incorporated into this Agreement:

Exhibit A: DPA Hourly Rates (attached hereto as an exhibit)

Section 13.2.4 Other documents:

Exhibit B: Preliminary Design Images

Exhibit B: Preliminary Cost Estimate (attached hereto as an exhibit)

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute an Agreement with Dale Partners Architects, LLC for architectural and engineering services for The Pulse @ Farish in a total amount not to exceed \$274,585.00, without further approval of the City Council, in accordance with the AIA B101-2017 Standard Form of Agreement between Owner and Architect, as revised as set forth above.

Exhibit A

EXHIBIT A

DALE PARTNERS ARCHITECTS P. A.
HOURLY RATES

ARCHITECTURAL:

Managing Principal	\$240.00
Sr. Manager -- Design/Management/Construction Administration	\$220.00
Sr. Project Manager	\$200.00 - \$210.00
Project Manager/Designer	\$180.00 - \$195.00
Interior Designer	\$160.00 - \$180.00
Quality Assurance/Construction Administration/Specifications	\$120.00 - \$125.00
Project Architect/Intern	\$150.00 - \$170.00
CAID Technician	\$100.00 - \$120.00
Graphic Designer	\$130.00
Project Assistant	\$85.00 - \$110.00

LANDSCAPE ARCHITECTURE/SITE PLANNING:

Senior Planner	\$200.00
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January 2021

EXHIBIT B



2025 02 05 DCC



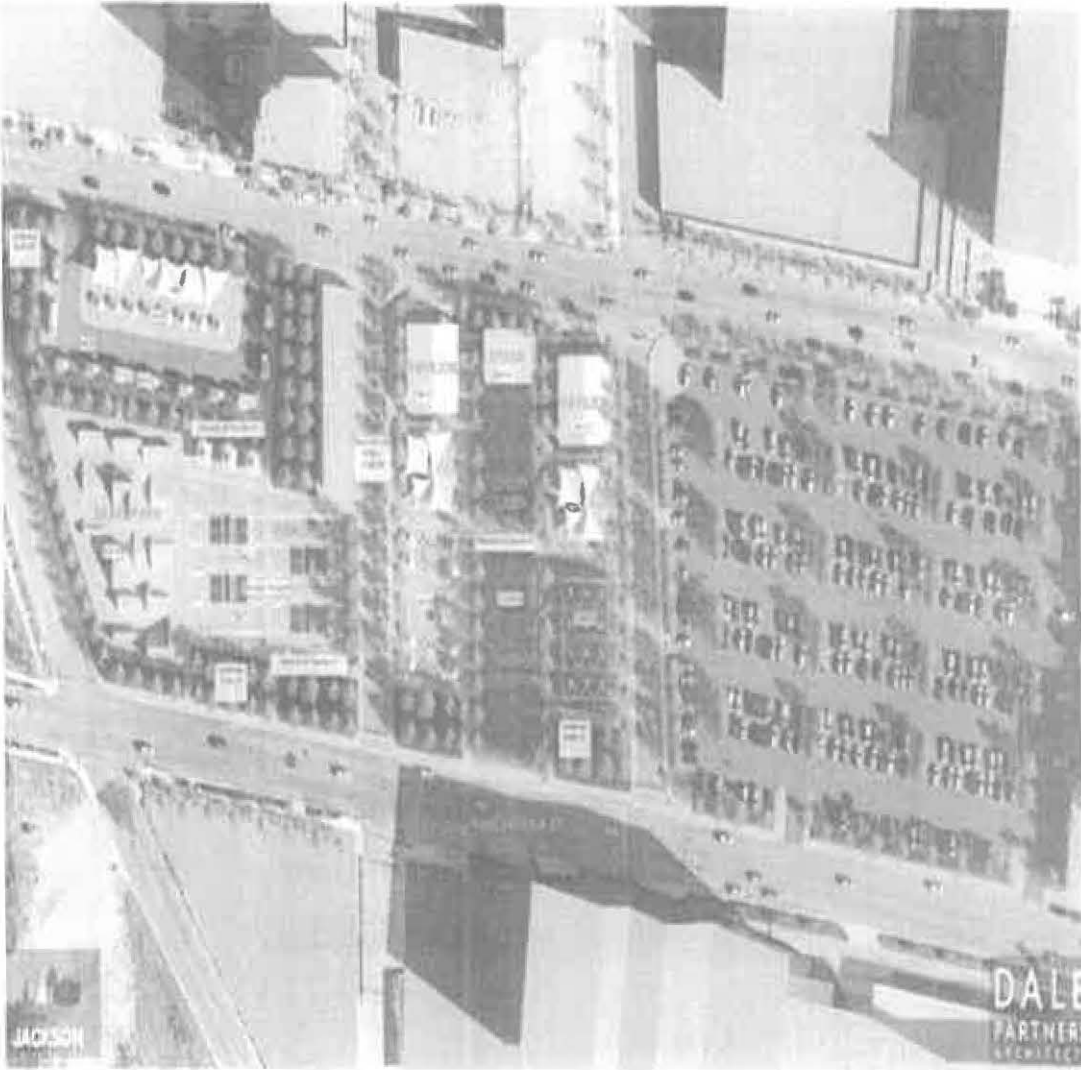
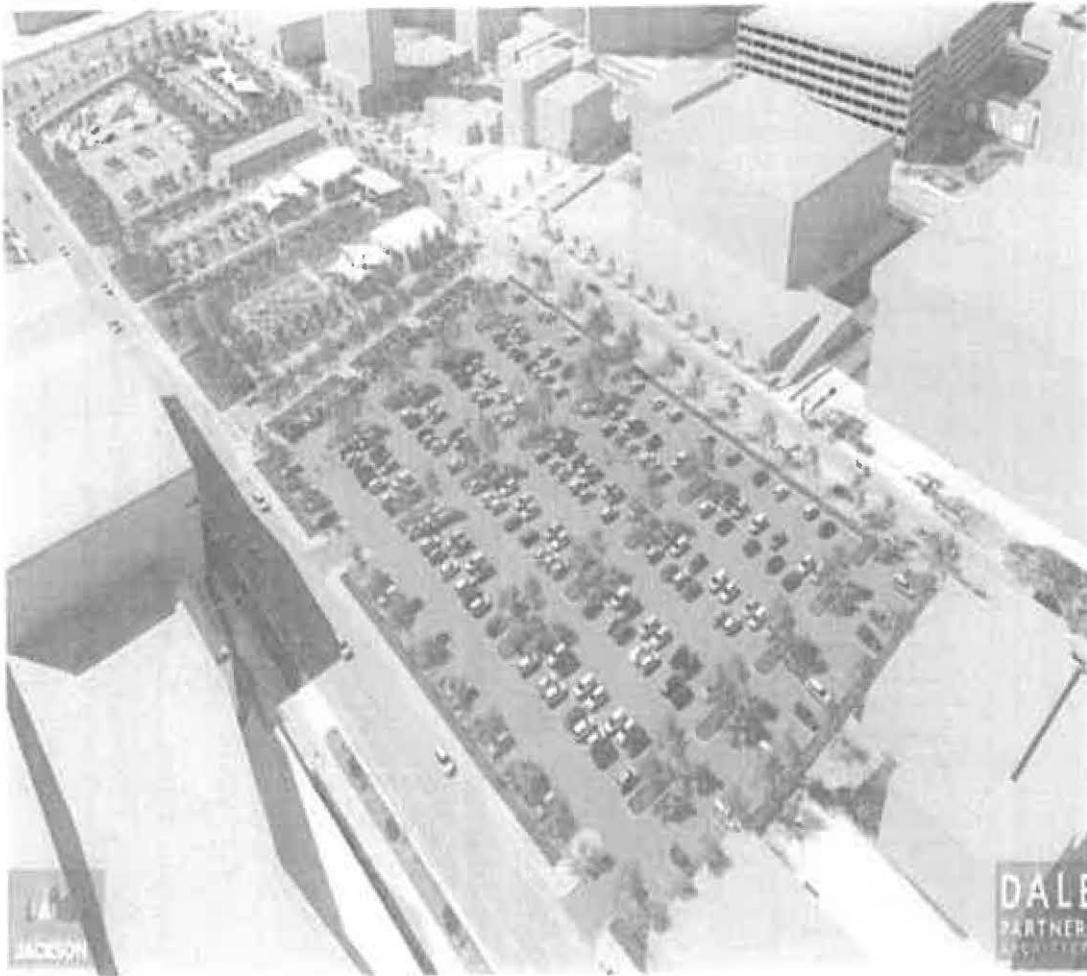


EXHIBIT C



JCC Parking Improvements - CMI

Original Date: September 26, 2024

PRELIMINARY CAPITAL BUDGET ESTIMATE | REVISED 12-2024

ESTIMATE OF PROBABLE CONSTRUCTION COSTS

Construction Components	Units	Unit Cost	Extended Costs
East Parking Lot Reconstruction			
Site Improvements			
1 Mobilization	1 LS	\$65,000.00	\$65,000.00
2 Removal of Pavements	8,000 SY	\$10.00	\$80,000.00
3 Erosion Control	1 LS	\$25,000.00	\$25,000.00
4 Excess Excavation	8,000 CY	\$12.00	\$96,000.00
5 Borrow Excavation	8,000 CY	\$25.00	\$200,000.00
6 Grate Inlet, 0-6' Deep	4 EA	\$5,000.00	\$20,000.00
7 Curb Inlet, 0-6' Deep	4 EA	\$5,000.00	\$20,000.00
8 15" RCP Storm Drain	300 LF	\$40.00	\$12,000.00
9 18" RCP Storm Drain	300 LF	\$50.00	\$15,000.00
10 24" RCP Storm Drain	175 LF	\$65.00	\$11,375.00
11 30" RCP Storm Drain	100 LF	\$75.00	\$7,500.00
12 Miscellaneous Utility Impacts	1 LS	\$10,000.00	\$10,000.00
13 Concrete Curb & Gutter	1,750 LF	\$25.00	\$43,750.00
14 Concrete Sidewalk, 4" Thick Reinforced	6,900 SF	\$7.00	\$48,300.00
15 Truncated Domes at ADA Ramp	1 LS	\$2,500.00	\$2,500.00
16 HMA Base Course, 1.9mm - 4" Thick	2,000 Tons	\$160.00	\$320,000.00
17 HMA Surface Course, 9.5mm, 2" Thick	1,000 Tons	\$175.00	\$175,000.00
18 Lime Treated Subgrade, 5%, 6" Thick	200 Tons	\$325.00	\$65,000.00
19 Concrete Pavement, 8" Thick	2,000 SF	\$12.00	\$24,000.00
20 Solid Sodding, 4" Thick	2,000 SY	\$5.00	\$10,000.00
21 Landscaping, Complete	1 LS	\$35,000.00	\$35,000.00
22 Concrete Wheel Stops	5 EA	\$200.00	\$1,000.00
23 Roadway Signs	1 LS	\$6,500.00	\$6,500.00
24 Striping	1 LS	\$40,000.00	\$40,000.00
		Construction Cost:	\$1,330,125.00
		20% Contingencies:	\$266,025.00
		Subtotal:	\$1,596,150.00
Miscellaneous Site Amenities			
Site Improvements			
1 Mobilization	1 LS	\$100,000.00	\$100,000.00
2 Removal of Pavements	6,900 SY	\$10.00	\$69,000.00
3 Erosion Control	1 LS	\$50,000.00	\$50,000.00
4 Excess Excavation	6,500 CY	\$12.00	\$78,000.00
5 Borrow Excavation	6,500 CY	\$25.00	\$162,500.00
6 Synthetic Turf	6,800 SF	\$15.00	\$102,000.00
7 Canvas Pavilions (60'x100')	2 EA	\$200,000.00	\$400,000.00
8 Stage	1 LS	\$120,000.00	\$120,000.00
9 Swing Structure	1 LS	\$80,000.00	\$80,000.00
10 45' Container Food Court	5 EA	\$30,000.00	\$150,000.00
11 Pickleball Courts, Complete	1 LS	\$250,000.00	\$250,000.00
12 Hardscaping, Complete	1 LS	\$200,000.00	\$200,000.00
13 Landscaping, Complete	1 LS	\$150,000.00	\$150,000.00
14 Park Lighting	1 LS	\$200,000.00	\$200,000.00
		Construction Cost:	\$2,107,500.00
		20% Contingencies:	\$421,500.00
		Subtotal:	\$2,529,000.00

TOTAL PROJECT COSTS \$4,125,150.00

Exhibit C

24062 Jackson Convention Greenspace Cost estimate
 1/22/2025



	Units	Unit Cost	Extended Cost
Event Lawn (base bid)			
Mobilization	1 LS	\$ 150,000	\$ 150,000
Removal of pavements	12,000 SY	\$ 10.00	\$ 120,000
Erosion control	1 LS	\$ 12,500	\$ 12,500
excess excavation	5,000 CY	\$ 12.00	\$ 60,000
borrow excavation	5,000 CY	\$ 25.00	\$ 125,000
Integral Concrete	21,885 SF	\$ 12.00	\$ 262,620
Sidewalk Concrete, 4" reinf.	14,585 SF	\$ 7.00	\$ 102,095
Gravel, 6"	17,720 SF	\$ 0.77	\$ 13,644
Swing Structure	1 LS	\$ 80,000.00	\$ 80,000
Landscape Buffer	7,575 SF	\$ 8.00	\$ 60,600
Event Lawn	22,730 SF	\$ 11.85	\$ 269,351
Canvas Pavilions (3,600 SF)	2 EA	\$ 126,000.00	\$ 252,000
Stage	1 LS	\$ 300,000	\$ 300,000
Shade Sails	8 EA	\$ 6,250.00	\$ 50,000
Paved Roads	17,340 SF	\$ 12.00	\$ 208,080
Restroom	1 LS	\$ 340,000.00	\$ 340,000
Aluminum Fence	1,134 LF	\$ 11.75	\$ 13,325
		Construction cost	\$ 2,419,214
		20% contingency	\$ 483,843
		Subtotal	\$ 2,903,057

Food Trucks Alt 1)			
Removal of pavements	7,200 SY	\$ 10.00	\$ 72,000
Erosion control	1 LS	\$ 7,500.00	\$ 7,500
excess excavation	3,000 CY	\$ 12.00	\$ 36,000
borrow excavation	3,000 CY	\$ 25.00	\$ 75,000
HMA Base Course, 19mm - 6" Thick	178 CY	\$ 11.00	\$ 1,958
HMA Surface Course, 9.5mm, 2" Thick	59 CY	\$ 11.35	\$ 670
Sidewalk Concrete, 4" reinf.	11,050 SF	\$ 7.00	\$ 77,350
Gravel, 6"	8,175	\$ 0.77	\$ 6,295
Landscape Buffer	15,800	\$ 8.00	\$ 126,400
Shade Sails	6 EA	\$ 6,250	\$ 37,500
Food truck Shipping Containers	11 Ea	\$ 30,000	\$ 330,000
Pickleball courts complete	1 LS	\$ 250,000	\$ 250,000
		Construction cost	\$ 1,020,672
		20% contingency	\$ 204,134
		Subtotal	\$ 1,224,807

State Park/Pickleball (alt 2)			
Removal of pavement:	4,800 SY	\$ 10	\$ 48,000
Erosion control	1 LS	\$ 5,000	\$ 5,000
excess excavation	2,000 CY	\$ 12.00	\$ 24,000

24062 Jackson Convention Greenspace Cost estimate
1/22/2025



borrow excavation	2,000	CY	\$	25.00	\$	50,000
Sidewalk Concrete, 4" reinf.	13,220	SF	\$	7.00	\$	92,540
Integral Concrete	16,600	SF	\$	12.00	\$	199,200
Landscape Buffer	16,465	SF	\$	8.00	\$	131,720
Aluminum Fence	984	LF	\$	11.75	\$	11,562
				Construction cost	\$	562,022
				20% contingency	\$	112,404
				Subtotal	\$	674,426

Base = alt 1, +alt 2

Grand total \$ 4,802,291

Council Member Hartley moved adoption; Vice President Grizzell seconded.

President Lindsay recognized Jhai Keeton, Director of Planning and Development, who provided a brief overview of said item.

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

- Yeas – Grizzell, Hartley and Lindsay.
- Nays – Foote.
- Abstention – Clay.
- Absent – Banks and Stokes.

ORDER AUTHORIZING AMENDMENT NO. 1 TO THE AGREEMENT WITH CANIZARO CAWTHON DAVIS FOR ARCHITECTURAL AND ENGINEERING SERVICES FOR THE OLD FIRE STATION BUILDING, 201 PRESIDENT STREET.

WHEREAS, the City of Jackson’s Department of Planning and Development solicited a statement of qualifications from Canizaro Cawthon Davis (CCD) for the consulting services building evaluation for the Historic Old Fire Station building; and

WHEREAS, the statement of qualifications of CCD was received, evaluated and was selected for the project; and

WHEREAS, the governing authorities for the City of Jackson authorized a professional services agreement with CCD on July 2, 2024, for architectural services related to the renovations of the Historic Old Fire Station building which was executed on July 2, 2024, in the amount of \$40,130.00; and

WHEREAS, the original contract is amended as follows:

Paragraph 1.1.1, revised to state:

The project consists of a renovation of the building based on the scope of work established by the Option D estimate dated 9/27/2024, attached. The building shall be repaired and a portion of the building will be designed to be used as an Enterprise Center for emerging businesses. As a Mississippi Landmark, the renovations shall comply with the requirements of the Mississippi Department of Archives and History.

Paragraph 1.1.3, revise to state:

The Owner's budget for the Cost of the Work, as defined in Section 6.1 shall be \$1,364,075.98, and the total project budget is \$1,772,589.45.

The Architect's compensation and schedule shall be adjusted as follows:

Compensation Adjustment:

Paragraph 11.1.1 Stipulated Sum, revise to state: The total A/E fee shall be \$117,081.90.

Basic Services Fee: \$113,081.90. This Basic Services fee is based on the Mississippi state fee schedule for specialized projects. This stipulated sum fee shall increase at the rate of 8.29% of additional Construction Cost if the Owner's budget for the Cost of the Works increases.

Allowance for Hazardous Environmental Materials Design: \$2,000.00: An allowance of \$2,000.00 is included in the total fee for environmental design requirements that may arise during the project. If actual cost exceeds \$2,000.00, the additional cost shall be added to this agreement by a contract amendment.

Allowance for Reimbursable Expenses: \$2,000.00: An allowance of \$2,000.00 is included in the total fee for reimbursable expenses that may occur throughout the project.

Schedule Adjustment:

Completion of Construction Documents - sixteen weeks after amendment signing by the City of Jackson.

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute Amendment No. 1 with Canizaro Cawthon Davis, as set forth above, for additional architectural and engineering services for the Historic Old Fire Station, design fees in the amount of \$113,081.90 plus additional allowance amounts of \$2,000.00 for reimbursable items and \$2,000.00 for hazardous materials design services, for a total not to exceed contract value of \$117,081.00.

Council Member Hartley moved adoption; **Vice President Grizzell** seconded.

President Lindsay recognized **Jhai Keeton, Director of Planning and Development**, who provided a brief overview of said item.

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

Yeas – Clay, Foote, Grizzell, Hartley and Lindsay.

Nays – None.

Absent – Banks and Stokes.

RESOLUTION AUTHORIZING THE CONDEMNATION OF CERTAIN LANDS, PROJECT PARCEL NO. 001-00-00-W, TAX PARCEL NO. 706-15-4 (THIND BROS, LLC), FOR THE BEASLEY ROAD AT HIGHLAND DRIVE IMPROVEMENTS, FEDERAL PROJECT NO. STP 8254-00(004)/LPA 108284.

WHEREAS, the Mayor and City Council of the City of Jackson, Mississippi, have determined it to be in the best interest of its citizens to make improvements to the intersection of

Beasley Road and Highland Drive, to promote the transportation plans and welfare of the citizens of the City of Jackson, Mississippi; and

WHEREAS, to accomplish this project, the Mayor and City Council of the City of Jackson, Mississippi, find it necessary to acquire in fee simple for public use certain property belonging to Thind Bros, LLC, subject to confirmation of title, or its successor(s) in title and/or other parties interested in said property, all as more particularly described in Exhibit "A" as attached hereto; and

WHEREAS, it has been reported to the Mayor and City Council of the City of Jackson, Mississippi, that all ownership interests in said property cannot be identified with certainty and/or the identity and/or whereabouts of all possessing ownership interests are unknown to the City of Jackson after diligent inquiry, rendering unsuccessful the attempt to agree with all of the Owner(s) and/or other parties in interest in said property.

NOW, THEREFORE, BE IT RESOLVED that the Mayor and City Council of the City of Jackson, Mississippi, after due consideration, do hereby declare said property necessary for public use and order that it be condemned. Further, the Mayor and City Council of the City of Jackson, Mississippi, authorize the Office of the City Attorney, and other necessary professionals, to institute any and all condemnation proceedings necessary to acquire the above-described property in fee simple for public use mentioned, and be it further.

BE IT RESOLVED that the City of Jackson, Mississippi, and its citizens will suffer irreparable harm and delay by exercising the right to condemn the subject property through eminent domain proceedings pursuant to the provisions of Sections 11-27-1 through 11-27-51 of the Mississippi Code, as opposed to claiming the right of immediate title and possession of said property pursuant to Mississippi Code Sections 11-27-81 through 11-27-91. A construction contract, the completion of which requires acquisition of the subject property, will be let in the near future. Right of entry to all right-of-way property must be forthwith vested in the City of Jackson, Mississippi, or the construction project that is the subject of said construction contract will be prevented or significantly impaired; and be it further.

BE IT RESOLVED that legal counsel is hereby authorized and directed to pursue condemnation pursuant to the rights of immediate title and possession under the provision of Mississippi Code Annotated Section 11-27-81, et.seq., necessitous circumstances having been found; and be it further.

BE IT FURTHER RESOLVED that payment of the amount of compensation and damages as determined by the court as a condition precedent to granting the City immediate title and possession is hereby authorized.

EXHIBIT A

EXHIBIT "A"

Thind Bros, LLC

PARCEL NO. 001-00-00-W- Right-of-Way Description of Fee Acquisition

The following description is based on the Mississippi State Plane Coordinate System, West Zone, NAD 83 (2011) epoch 2010.00, grid values, U. S. Survey feet, using a scale factor of 0.99995286 and a grid to geodetic azimuth angle of (+) 00 degrees 05 minutes 12.37 seconds developed at the below described commencing point used for Project Number STP- 8254-00(004) LPA. It is the intent of this description to convey that portion of the grantors property that lies with the proposed right-of-way as defined by said project:

Commencing at a found concrete monument marking the southeast corner of Woodhaven Subdivision, Part 2, Plat Book 20, Page 34, records of the Office of Chancery Clerk, Hinds County, Mississippi, having a coordinate value of N 1049577.90, E 2346591.54, on the above reference coordinate system, thence run North 83 degrees 01 minutes 04 seconds East for a distance of 378.96 feet to a #5 rebar with plastic cap located on the at the intersection of the proposed north right-of-way line of Beasley Road, and the east property line of that certain parcel or tract of land described in Book 7214, Page 2550, (Parcel 2) records of the Office of Chancery Clerk, Hinds County, Mississippi, being 75.00 feet left of and perpendicular to proposed Beasley Road alignment at project centerline station 13+23.29, having a coordinate value of N 1,049,623.97, E 2,346,967.69, on the above reference coordinate system, and being referred to hereinafter as the **Point of Beginning**;

From the **Point of Beginning** thence along said east property line run, South 01 degrees 03 minutes 30 seconds West for a distance of 38.81 feet to a #5 rebar with plastic cap located at the intersection of said east property line and the existing north right-of-way line of Beasley Road; thence along said existing north right-of-way line run, South 88 degrees 53 minutes 29 seconds West for a distance of 176.66 feet to a #5 rebar with plastic cap located at the intersection of said existing north right-of-way line and the proposed north right-of-way line of Beasley Road;

thence leaving said existing north right-of-way line and along the said proposed north right-of-way line run, North 01 degrees 20 minutes 26 seconds West for a distance of 18.06 feet to a #5 rebar with plastic cap;

thence continue along said proposed north right-of-way line run, North 88 degrees 39 minutes 34 seconds East for a distance of 64.24 feet to a #5 rebar with plastic cap;

thence continue along said proposed north right-of-way line run, North 88 degrees 39 minutes 26 seconds East for a distance of 70.76 feet to a #5 rebar with plastic cap;

thence continue along said proposed north right-of-way line run, North 01 degrees 20 minutes 34 seconds West for a distance of 20.00 feet to a #5 rebar with plastic cap;

thence continue along said proposed north right-of-way line run, North 88 degrees 39 minutes 26 seconds East for a distance of 43.29 feet back to the **Point of Beginning**, containing 0.09 acres (4,118 square feet), more or less, and located in the SE 1/4 of SW 1/4 of Section 2, Township 6 North, Range 1 East, City of Jackson, Hinds County, Mississippi.

Vice President Grizzell moved adoption; **Council Member Hartley** seconded.

President Lindsay recognized **Terry Williamson, Legal Counsel**, who provided a brief overview of said item.

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

Yeas – Clay, Foote, Grizzell, Hartley and Lindsay.

Nays – None.

Absent – Banks and Stokes.

RESOLUTION AUTHORIZING THE CONDEMNATION OF CERTAIN LANDS, PROJECT PARCEL NO. 002-00-00-W, TAX PARCEL NO. 706-201 (JACKSON MS TIC A, LLC & JACKSON MS TIC B, LLC), FOR THE BEASLEY ROAD AT HIGHLAND DRIVE IMPROVEMENTS, FEDERAL PROJECT NO. STP 8254-00(004)/LPA 108284.

WHEREAS, the Mayor and City Council of the City of Jackson, Mississippi, have determined it to be in the best interest of its citizens make improvements to the intersection of Beasley Road and Highland Drive, to promote the transportation plans and welfare of the citizens of the City of Jackson, Mississippi; and

WHEREAS, to accomplish this project, the Mayor and City Council of the City of Jackson, Mississippi, find it necessary to acquire in fee simple for public use certain property belonging to Jackson MS TIC A, LLC & Jackson MS TIC B, LLC, subject to confirmation of title, or its successor(s) in title and/or other parties interested in said property, all as more particularly described in Exhibit "A" as attached hereto; and

WHEREAS, it has been reported to the Mayor and City Council of the City of Jackson, Mississippi, that all ownership interests in said property cannot be identified with certainty and/or the identity and/or whereabouts of all possessing ownership interests are unknown to the City of Jackson after diligent inquiry, rendering unsuccessful the attempt to agree with all of the Owner(s) and/or other parties in interest in said property.

NOW, THEREFORE, BE IT RESOLVED that the Mayor and City Council of the City of Jackson, Mississippi, after due consideration, do hereby declare said property necessary for public use and order that it be condemned. Further, the Mayor and City Council of the City of Jackson, Mississippi, authorize the Office of the City Attorney, and other necessary professionals, to institute any and all condemnation proceedings necessary to acquire the above-described property in fee simple for public use mentioned, and be it further.

BE IT RESOLVED that the City of Jackson, Mississippi, and its citizens will suffer irreparable harm and delay by exercising the right to condemn the subject property through eminent domain proceedings pursuant to the provisions of Sections 11-27-1 through 11-27-51 of the Mississippi Code, as opposed to claiming the right of immediate title and possession of said property pursuant to Mississippi Code Sections 11-27-81 through 11-27-91. A construction contract, the completion of which requires acquisition of the subject property, will be let in the near future. Right of entry to all right-of-way property must be forthwith vested in the City of Jackson, Mississippi, or the construction project that is the subject of said construction contract will be prevented or significantly impaired; and be it further.

BE IT RESOLVED that legal counsel is hereby authorized and directed to pursue condemnation pursuant to the rights of immediate title and possession under the provisions of Mississippi Code Annotated Section 11-27-81, et seq., necessitous circumstances having been found; and be it further.

BE IT FURTHER RESOLVED that payment of the amount of compensation and damages as determined by the court as a condition precedent to granting the City immediate title and possession is hereby authorized.

EXHIBIT A

EXHIBIT "A"

Jackson MS TIC A, LLC & Jackson MS TIC B, LLC

PARCEL NO. 002-00-00-W- Right-of-Way Description of Fee Acquisition

The following description is based on the Mississippi State Plane Coordinate System, West Zone, NAD 83 (2011) epoch 2010.00, grid values, U. S. Survey feet, using a scale factor of 0.99995286 and a grid to geodetic azimuth angle of (+) 00 degrees 05 minutes 12.37 seconds developed at the below described commencing point used for Project Number STP- 8254-00(004) LPA. It is the intent of this description to convey that portion of the grantors property that lies with the proposed right-of-way as defined by said project:

Commencing at a found concrete monument marking the Southeast corner of Woodhaven Subdivision, Part 2, Plat Book 20, Page 34, records of the Office of Chancery Clerk, Hinds County, Mississippi, Hinds County, Mississippi, having a coordinate value of N 1049577.90, E 2346591.54, on the above reference coordinate system, thence run North 83 degrees 01 minutes 04 seconds East for a distance of 378.96 feet to a #5 rebar with plastic cap located on the at the intersection of the proposed north right-of-way line of Beasley Road and the east property line of that certain parcel or tract of land described in Book 7214, Page 2550, (Parcel 2) records of the Office of Chancery Clerk, Hinds County, Mississippi, being 75.00 feet left of and perpendicular to proposed Beasley Road alignment at project centerline station 13+23.29, having a coordinate value of N 1049623.97, E 2346967.69, on the above reference coordinate system, and being referred to hereinafter as the **Point of Beginning**;

From the **Point of Beginning** thence along said proposed north right-of-way line run, North 88 degrees 39 minutes 26 seconds East for a distance of 106.71 feet to a #5 rebar with plastic cap; thence continue along said proposed north right-of-way line run, South 01 degrees 20 minutes 34 seconds East for a distance of 15.00 feet to a #5 rebar with plastic cap;

thence continue along said proposed north right-of-way line run, North 88 degrees 39 minutes 26 seconds East for a distance of 34.19 feet to a #5 rebar with plastic cap;

thence continue along said proposed north right-of-way line run, North 88 degrees 43 minutes 40 seconds East for a distance of 290.89 feet to a #5 rebar with plastic cap;

thence continue along said proposed north right-of-way line run, South 01 degrees 16 minutes 20 seconds East for a distance of 14.24 feet to a #5 rebar with plastic cap located at the intersection of said proposed north right-of-way line and the existing north right-of-way line of Beasley Road;

thence along said existing north right-of-way line run, South 88 degrees 46 minutes 00 seconds West for a distance of 432.97 feet to a #5 rebar with plastic cap located at the intersection of said existing north right-of-way line and the said east property line of aforementioned parcel;

thence along said east property line run, North 01 degrees 03 minutes 30 seconds East for a distance of 28.80 feet back to the **Point of Beginning**, containing 0.18 acres (7,692 square feet), more or less, and located in the S 1/2 of Section 2, Township 6 North, Range 1 East, City of Jackson, Hinds County, Mississippi.

Council Member Hartley moved adoption; Vice President Grizzell seconded.

President Lindsay recognized Terry Williamson, Legal Counsel, who provided a brief overview of said item.

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

Yeas – Clay, Foote, Grizzell, Hartley and Lindsay.

Nays – None.

Absent – Banks and Stokes.

ORDER AUTHORIZING THE MAYOR TO EXECUTE A THIRTY-SIX (36) MONTH AGREEMENT WITH THOMSON REUTERS WESTLAW TO PROVIDE LEGAL RESEARCH SERVICES TO BE USED BY THE OFFICE OF THE CITY ATTORNEY.

WHEREAS, legal research tools are necessary for the Office of the City Attorney to perform its essential functions in advising City officials, departments, and employees and in litigation; and

WHEREAS, the most cost-effective and comprehensive tools available for legal research are electronic databases; and

WHEREAS, the Office of the City Attorney has been utilizing services from Westlaw, a Thomson Reuters company for its legal research needs and continues to be satisfied with the services provided; and

WHEREAS, Thomson Reuters Westlaw is the preeminent online legal research service for legal professionals in the United States. Westlaw includes more than 40,000 databases of case law, state and federal statutes, administrative codes, newspaper and magazine articles, public records, law journals, law reviews, treatises, legal forms, and other information resources; and

WHEREAS, Westlaw gives the attorneys in the Office of the City Attorney up-to-date access to all state and federal court decisions in the United States, investigative tools to locate individuals, and drafting tools to assist with orders and contracts, as well as additional services; and

WHEREAS, the City's Westlaw subscription expired in December of 2024, requiring a new contract for legal research services; and

WHEREAS, the City extended its contract for thirty days to permit a negotiation of a new contract; and

WHEREAS, the Office of the City Attorney has negotiated a new contract with Westlaw to include the same tools which were previously accessible, while adding additional legal databases and artificial intelligence tools; and


WHEREAS, the contract will be for a term of thirty-six months, to expire on January 31, 2028, with a monthly price of \$3,713.60 for the 1st year; \$3,899.28 for 2nd year; and \$4,094.24 for the 3rd year; and

WHEREAS, the entire proposed contract is attached to this Order and incorporated herein; and

WHEREAS, the Office of the City Attorney has negotiated to receive a \$5,000.00 credit against the costs cited in this Order upon the execution of the contract; and

WHEREAS, The City Attorney's Office recommends that the City Council approve the attached agreement with Westlaw to continue to provide cost-effective, and high-quality legal advice and counsel to City officials, departments, and employees.

IT IS, THEREFORE, ORDERED that the Mayor execute a 36-month renewal agreement with Thomson Reuters (Westlaw) with an expiration date to expire on January 31, 2028 to provide legal research services to be used by the Office of the City Attorney, at a rate of \$3,713.60 for the 1st year; \$3,899.28 for 2nd year; and \$4,094.24 for the 3rd year.

 Thomson Reuters™	Order Form	Order ID: Q-09150357
Contact your representative josh.lindquist@thomsonreuters.com with any questions. Thank you.		

Sold To Account Address
 Account #: 100058230
 JACKSON CITY ATTORNEY
 455 E CAPITOL ST
 JACKSON MS 39201-2603 US
 "Customer"

Shipping Address
 Account #: 100058230
 JACKSON CITY ATTORNEY
 455 E CAPITOL ST
 JACKSON MS 39201-2603 US

Billing Address
 Account #: 100058230
 JACKSON CITY ATTORNEY
 455 E CAPITOL ST
 JACKSON, MS 39201-2603
 US

This Order Form is a legal document between Customer and

- A. West Publishing Corporation to the extent that products or services will be provided by West Publishing Corporation, and/or
- B. Thomson Reuters Enterprise Centre GmbH to the extent that products or services will be provided by Thomson Reuters Enterprise Centre GmbH.

A detailed list of products and services that are provided by Thomson Reuters Enterprise Centre GmbH and current applicable IRS Certification forms are available at: <https://www.w.com/moderninfo>

West Publishing Corporation may also act as an agent on behalf of Thomson Reuters Enterprise Centre GmbH solely with respect to billing and collecting payment from Customer. Thomson Reuters Enterprise Centre GmbH and West Publishing Corporation will be referred to as "Thomson Reuters", "we" or "our," in each case with respect to the products and services it is providing, and Customer will be referred to as "you", or "your" or "Client".

For Federal Customers the following shall apply: Thomson Reuters General Terms and Conditions (available here: <http://tr.com/federal-general-terms-and-conditions>) apply to the purchase and use of all products, except print, and together with any applicable Product Specific Terms (set forth below) are incorporated into this Order Form by this reference. In the event that there is a conflict of terms among the General Terms and Conditions, the Product Specific Terms and this Order Form, the order of precedence shall be Order Form, the Product Specific Terms, and last the General Terms and Conditions.

For non-federal customers the following shall apply: Thomson Reuters General Terms and Conditions (<http://tr.com/us-general-terms-and-conditions>) apply to the purchase and use of all products, except print, and together with any applicable Product Specific Terms (set forth below) are incorporated into this Order Form by this reference. In the event that there is a conflict of terms among the General Terms and Conditions, the Product Specific Terms and this Order Form, the order of precedence shall be Order Form, the Product Specific Terms, and last the General Terms and Conditions.

Proflex Products
 See Attachment for details.

Material #	Product	Monthly Charges	Minimum Terms (Months)
40757482	West Proflex	\$3,713.60	36

Minimum Terms

Your subscription is effective upon the date we process your order ("Effective Date") and Monthly Charges will be prorated for the number of days remaining in that month, if any. Your subscription will continue for the number of months listed in the Minimum Term column above plus any Bridge Term that may be outlined above counting from the first day of the month following the Effective Date. Your Monthly Charges during the first twelve (12) months of the Minimum Term are as set forth above. If your Minimum Term is longer than 12 months, then your Monthly Charges for each year of the Minimum Term are displayed in the Attachment to the Order Form.

Post Minimum Terms

Your subscription will automatically renew at the end of the Minimum Term. Each Automatic Renewal Term will be 12 months in length ("Automatic Renewal Term"), and we will notify you of any change in the Monthly Charges at least 60 days before each Automatic Renewal Term starts. You are also responsible for all Excluded Charges.

Federal government subscribers that chose a multi-year Minimum Term, those additional years will be implemented at your option pursuant to federal law. Either of us may cancel the Automatic Renewal Term by sending notice in writing at least 30 days before an Automatic Renewal Term begins. Send your notice of cancellation to Customer Service, 610 Opperman Drive., P.O. Box 64833, Esplan, MN 55123-1803.

Banded Product Subscriptions. You certify your total number of attorneys (full-time and part-time partners, shareholders, associates, contract or staff attorneys, of counsel, and the like), corporate users, personnel or full-time-equivalent students as indicated in this Order Form. Our pricing for banded products is made in reliance upon your certification. If we learn that the actual number is greater or increases at any time, we reserve the right to increase your charges to the market rate for all of your attorneys.

Miscellaneous

Applicable Law. If you are a state or local governmental entity, your state's law will apply, and any claim may be brought in the state or federal courts located in your state. If you are a non-governmental entity, this Order Form shall be interpreted under Minnesota state law and any claim by one of us shall exclusively be brought in the state or federal courts in Minnesota. If you are a United States Federal Government subscriber, United States federal law will apply, and any claim may be brought in any federal court.

Material Change. If, at any time during the Minimum Term or the Renewal Term, there is a material change in your organizational structure including, but not limited to merger, acquisitions, combination, significant increase in the number of attorneys at a location covered by the agreement, divestitures, downsizing or dissolution, the parties agree to immediate good faith renegotiation of the terms and conditions of this ordering document, during which we may modify your rates proportionally. If you acquire the assets of, or attorneys from, another entity that is a current subscriber, you assume all obligations under the agreements that apply to those assets and attorneys, and you will pay the invoiced charges on both those agreements as they become due, until a superseding agreement is negotiated in good faith.

Charges, Payments & Taxes. You agree to pay all charges in full within 30 days of the date of invoice. You are responsible for any applicable sales, use, value added tax (VAT), etc. unless you are tax exempt. If you are a non-government customer and fail to pay your invoiced charges, you are responsible for collection costs including attorneys' fees.

Excluded Charges And Schedule A Rates. If you access products or services that are not included in your subscription you will be charged our then-current rate ("Excluded Charges"). Excluded Charges will be invoiced and due with your next payment. For your reference, the current Excluded Charges schedules are located in the below link. Excluded Charges may change from time-to-time upon 30 days written or online notice. We may, at our option, make certain products and services Excluded Charges if we are contractually bound or otherwise required to do so by a third party provider or if products or services are enhanced or if new products or services are released after the effective date of this ordering document. Modification of Excluded Charges or Schedule A rates is not a basis for termination under paragraph 9 the General Terms and Conditions.

<http://legal.thomsonreuters.com/content/dam/cwp-m/documents/legal/en/pdf/other-plan-2-prs-post-species.pdf>
<http://static.legalsolutions.thomsonreuters.com/static/agreement-plan-2-prs-post-species.pdf>

eBilling Contact. All invoices for this account will be emailed to your e-Billing Contact(s) unless you have notified us that you would like to be exempt from e-Billing.

Credit Verification. If you are applying for credit as an individual, we may request a consumer credit report to determine your creditworthiness. If we obtain a consumer credit report, you may request the name, address and telephone number of the agency that supplied the credit report. If you are applying for credit on behalf of a business, we may request a current business financial statement from you to consider your request.

Cancellation Notification Address. Send your notice of cancellation to Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan MN 55123-1803

Returns and Refunds. You may return a print product to us within 45 days of the original shipment date if you are not completely satisfied. Please see <http://static.legalsolutions.thomsonreuters.com/static/returns-refunds.pdf> or contact Customer Service at 1-800-328-4880 for additional details regarding our policies on returns and refunds.

Confidentiality of Ordering Document. You understand that disclosure of the terms contained in this ordering document would cause competitive harm to us, and you agree not to disclose these terms to any third person.

Product Specific Terms

Document Intelligence Product Specific Terms: The following product specific terms shall apply to the Document Intelligence products on this order form, and are incorporated by reference: <http://www.thomsonreuters.com/document-intelligence-PST>.

Additional Terms for Services with Generative AI Skills: The following additional terms shall apply to Thomson Reuters Products with Generative AI Skills (including but not limited to all CoCounsel branded Products; all Products with AI Assisted Research; Practical Law or Practical Law Connect, with Dynamic Tool Set; Practical Law UK Premium; Practical Law Global Premium), listed on this order form, and are incorporated into this order form by reference: <http://tr.com/ycna-terms>.

Counsel Core and Counsel Drafting Product Specific Terms: The following product specific terms shall apply to CoCounsel Core and CoCounsel Drafting and are incorporated into this order form by reference: <http://tr.com/cocounselcore-and-drafting-product-specific-terms>.

Product Specific Terms and Service Levels: The following product specific terms and service levels shall apply to the HighQ products on this order form, and are incorporated by reference:

- HighQ Product Specific Terms <http://tr.com/HighQ-PS1>
- HighQ Service Levels: Thomson Reuters shall provide service availability, maintenance and support for the term of the Agreement. Details are available at: <http://tr.com/HighQ-SLA>. Note that Sections 3.3 of the SLA does not apply to any HighQ Light packages

The Federal Product Specific Terms can be found here: <http://tr.com/federal-product-specific-terms>

Product Specific Terms. The following products have specific terms which are incorporated by reference and made part of this Order Form if they apply to your order. They can be found at <https://static.legalsolutions.thomsonreuters.com/static/ThomsonReuters-General-Terms-Conditions-PST.pdf>. If the product is not part of your order, the product specific terms do not apply.

- Campus Research
- Hosted Practice Solutions
- ProView eBooks
- Time and Billing
- West km Software
- West LegalEdcenter
- Westlaw
- Westlaw Doc & Form Builder
- Westlaw Paralegal
- Westlaw Patron Access
- Westlaw Public Records

Drafting Tools Product Specific Terms: The following product specific terms shall apply to the Drafting Tools products (Drafting Assistant, Clause Finder, Clause Finder, Internal Agreements) on this order form, and are incorporated by reference: <https://www.thomsonreuters.com/draftingassistant-and-clausefinder.pdf>.

For Law Enforcement Agencies and Correctional Facilities Only - No Inmate Westlaw or CLEAR Access (direct or indirect)
I certify, on behalf of Subscriber, that I understand and accept the security limits of Westlaw or CLEAR; Subscriber's responsibility for controlling Westlaw, CLEAR, internet and network access; and, how Subscriber will be using Westlaw or CLEAR. I acknowledge Subscriber's responsibility for providing West with prompt written notice if Subscriber's type of use changes.

Only non-inmates/administrative staff will access Westlaw or CLEAR with no direct Westlaw research results provided to inmates (including work product created as part of inmates' legal representation). In no event shall anyone other than Subscriber's approved employees be provided access to or control of any terminal with access to Westlaw or Westlaw Data.

Functionality of Westlaw or CLEAR cannot and does not limit access to non-West internet sites. It is Subscriber's responsibility to control access to the internet.

Subscriber will provide its own firewall, proxy servers or other security technologies as well as desktop security to limit access to the Westlaw or CLEAR URL and West software (including CD-ROM orders). Subscriber will design, configure and implement its own security configuration.

Subscriber will not use any data nor distribute any data to a third party for use, in a manner contrary to or in violation of any applicable federal, state, or local law, rule or regulation or in any manner inconsistent with the General Terms and Conditions.

Subscriber will maintain the most current version of the West software to access CD-ROM Products for security purposes.

Acknowledgement: Order ID: Q-09150357


Signature of Authorized Representative for order

Title

Printed Name

Date

This Order Form will expire and will not be accepted after 3/14/2025.

 Thomson Reuters™	Attachment	Order ID: Q-09150357
	Contact your representative josh.lindquist@thomsonreuters.com with any questions. Thank you.	

Payment, Shipping, and Contact Information

Payment Method: Payment Method: Bill to Account Account Number: 1000588230 This order is made pursuant to:	Order Confirmation Contact (#28) Contact Name: Coleman, Mable Email: mcoleman@city.jackson.ms.us
Shipping Information: Shipping Method: Ground Shipping - U.S. Only	eBilling Contact Contact Name Mable Coleman Email mcoleman@city.jackson.ms.us

ProFlex Multiple Location Details			
Account Number	Account Name	Account Address	Action
1000588230	JACKSON CITY ATTORNEY	455 E. CAPITOL ST JACKSON MS 39201-2603 US	New

ProFlex Product Details			
Quantity	Unit	Service Material #	Description
1	Each	40757482	West Proflex
15	Attorneys	41933475	Westlaw Litigation Collection, Enterprise access, Government
15	Attorneys	42077868	Westlaw Multi-State Analytical, Enterprise access, Government
15	Attorneys	42510228	Westlaw Edge National Primary Law, Enterprise access, Government
15	Attorneys	41974282	Gvt Drafting Assistant For Government (Westlaw PRO®)
15	Attorneys	41933492	Practical Law Premier, Enterprise access, Government
1	Seats	42584750	Gvt - PeopleMap Premier And Company Investigator for Government (Westlaw PRO™)
5	Seats	30916877	CoCounsel Core V2, Seat

Account Contacts			
Account Contact First Name	Account Contact Last Name	Account Contact Email Address	Account Contact Customer Type Description
Mable	Coleman	mcoleman@city.jackson.ms.us	EML PSWD CONTACT

Lapsed Products	
Sub Material	Active Subscription to be Lapsed
40757481	West Proflex
41974283	Gvt Drafting Assistant For Government (Westlaw PRO®)
42510229	Westlaw Edge National Primary Law, Enterprise access, Government
42077867	Westlaw Multi-State Analytical, Enterprise access, Government
41933477	Westlaw Litigation Collection, Enterprise access, Government
41933493	Practical Law Premier, Enterprise access, Government
42584751	Gvt - PeopleMap Premier And Company Investigator for Government (Westlaw PRO™)

Charges During Minimum Term

Material #	Product Name	Year 1 Charges per Billing Freq	% Incr Yr 1-2*	Year 2 Charges per Billing Freq	% Incr Yr 2-3*	Year 3 Charges per Billing Freq	% Incr Yr 3-4*	Year 4 Charges per Billing Freq	% Incr Yr 4-5*	Year 5 Charges per Billing Freq	Billing Freq
40757482	West Proflex	\$3,713.60	5.00%	\$3,899.28	5.10%	\$4,094.24	N/A	N/A	N/A	N/A	Monthly

Charges During Minimum Term

Pricing is displayed only for the years included in the Minimum Term. Years without pricing in above grid are not included in the Minimum Term. Refer to your Order Form for the Post Minimum Term pricing. Refer to Order Form for Billing Frequency Type.

Vice President Grizzell moved adoption; Council Member Hartley seconded.

President Lindsay recognized Sheridan Carr, Special Assistant to the City Attorney, who provided a brief overview of said item.

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

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

There being no further business to come before the City Council, it was unanimously voted to adjourn until the Regular Council Meeting at 10:00 a.m. on February 11, 2025. At 3:18 p.m., the Council stood adjourned.

PREPARED BY:

Shanikia Mosley Gorman
CLERK OF COUNCIL

APPROVED:

Virg. Rindosa, 2/25/2025
COUNCIL PRESIDENT DATE

Ch. Apoll

MAYOR

ATTEST:

Angela Harris
CITY CLERK
