REGULAR MEETING OF THE CITY COUNCIL
CITY OF JACKSON, MISSISSIPPI
July 28, 2026
AGENDA
6:00 PM

CALL TO ORDER BY THE PRESIDENT

INVOCATION

1. **REVEREND J. J. THOMPSON OF ALTERNATIVE MINISTRIES. (WARD 2)**

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. **ORDER APPROVING THE PAYMENT OF $1,045.60 TO SCHINDLER FOR EMERGENCY ELEVATOR REPAIR PERFORMED AT 1785 HIGHWAY 80 WEST JACKSON MISSISSIPPI. (BROWN, HORHN)**
4. **ORDER ESTABLISHING THE BILLING AND PERFORMANCE PERIOD FOR THE 48-MONTH RENTAL AGREEMENT WITH ADVANTAGE BUSINESS SYSTEMS FOR A KONICA MINOLTA BIZHUB C750i COLOR COPIER BEING USED BY THE ENGINEERING DIVISION OF THE DEPARTMENT OF PUBLIC WORKS. (ANDERSON, HORHN)**
5. **ORDER ACCEPTING THE BID OF APAC-MISSISSIPPI, INC. FOR CONSTRUCTION OF CITY PROJECT COJ-RS-01. (ANDERSON, HORHN)**
6. **ORDER ACCEPTING THE BID OF ADCAMP, INC. FOR CONSTRUCTION OF CITY PROJECT COJ-RS-02. (ANDERSON, HORHN)**

7. **ORDER ACCEPTING THE BID OF AJ CONSTRUCTION, INC. FOR CONSTRUCTION OF CITY PROJECT COJ-RS-03. (ANDERSON, HORHN)**

8. **ORDER ACCEPTING THE BID OF ADCAMP, INC. FOR CONSTRUCTION OF CITY PROJECT COJ-RS-04. (ANDERSON, HORHN)**

9. **ORDER ACCEPTING THE BID OF AJ CONSTRUCTION, INC. FOR CONSTRUCTION OF CITY PROJECT COJ-RS-06 (ANDERSON, HORHN)**

10. **ORDER ACCEPTING THE BID OF APAC-MISSISSIPPI, INC. FOR CONSTRUCTION OF CITY PROJECT COJ-RS-07. (ANDERSON, HORHN)**

11. **ORDER ACCEPTING THE BID OF PINNACLE CONSTRUCTION GROUP, LLC FOR CONSTRUCTION OF CITY PROJECT COJ-CC-01. (ANDERSON, HORHN)**

12. **ORDER ACCEPTING THE BID OF HUGHES 360 SERVICES, LLC FOR CONSTRUCTION OF CITY PROJECT COJ-CC-02. (ANDERSON, HORHN)**

13. **ORDER ACCEPTING THE BID OF HUGHES 360 SERVICES, LLC FOR CONSTRUCTION OF CITY PROJECT COJ-CC-03. (ANDERSON, HORHN)**

14. **ORDER ACCEPTING THE BID OF HUGHES 360 SERVICES, LLC FOR CONSTRUCTION OF CITY PROJECT COJ-CC-04. (ANDERSON, HORHN)**

15. **ORDER ACCEPTING THE BID OF HUGHES 360 SERVICES, LLC FOR CONSTRUCTION OF CITY PROJECT COJ-CC-05. (ANDERSON, HORHN)**

16. **ORDER ACCEPTING PAYMENT OF $85,961.10 FROM THE PFAS BASF SETTLEMENT, MDL DOCKET NUMBER 2:18-MN-2873, AND AUTHORIZING THE MAYOR TO ENDORSE THE SETTLEMENT CHECK PAYABLE TO THE CITY OF JACKSON IN THE AMOUNT OF $85,961.10. (D.MARTIN, HORHN)**

17. **ORDER ACCEPTING PAYMENT OF $204,986.79 FROM THE PFAS TYCO SETTLEMENT, MDL DOCKET NUMBER 2:18-MN-2873, AND AUTHORIZING THE MAYOR TO ENDORSE THE SETTLEMENT CHECK PAYABLE TO THE CITY OF JACKSON IN THE AMOUNT OF $204,986.79. (D.MARTIN, HORHN)**

INTRODUCTION OF ORDINANCES

ADOPTION OF ORDINANCE

18. **ORDINANCE OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI, AMENDING CHAPTER 46, ARTICLE II OF THE CITY OF JACKSON CODE OF ORDINANCES. (D.MARTIN, HORHN)**

19. **ORDINANCE OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI AMENDING CHAPTER 2, ARTICLE IV OF THE CITY OF JACKSON CODE OF ORDINANCES RELATING TO DEPARTMENTS. (STOKES)**

REGULAR AGENDA

20. **CLAIMS (CALDWELL, HORHN)**

21. **PAYROLL (CALDWELL, HORHN)**

22. **ORDER CONFIRMING THE MAYOR'S APPOINTMENT OF LOUIS CLIFFORD, IV AS A MUNICIPAL JUDGE FOR THE JACKSON MUNICIPAL COURT IN JACKSON, MISSISSIPPI. (HORHN)**

23. **AMENDED ORDER ESTABLISHING THE ASSESSMENT FOR THE DOWNTOWN JACKSON BUSINESS IMPROVEMENT DISTRICT FOR TAX YEAR 2026. (CALDWELL, HORHN)**

24. **ORDER ESTABLISHING THE ASSESSMENT FOR THE LEFLEUR EAST BUSINESS IMPROVEMENT DISTRICT FOR THE YEAR 2026. (CALDWELL, HORHN)**

25. **ORDER ADOPTING THE DEPARTMENT OF REVENUE'S UNIFORM ASSESSMENT SCHEDULE FOR THE ASSESSMENT, CALCULATION, AND COLLECTION OF AD VALOREM TAXES ON MOTOR VEHICLES FOR THE CITY OF JACKSON AND THE JACKSON MUNICIPAL SEPARATE SCHOOL DISTRICT FOR THE YEAR 2026-2027, IS READY AND OPEN FOR INSPECTION AS CONSIDERED, EXAMINED, CORRECTED, AND EQUALIZED, SUBJECT TO THE RIGHT OF TAXPAYERS TO BE HEARD ON ALL OBJECTIONS MADE BY THEM IN WRITING AT A MEETING OF THE COUNCIL COMMENCING JULY 31, 2026, AND SUBJECT TO CHANGES AND CORRECTIONS BY THE COUNCIL AS AUTHORIZED BY LAW. (CALDWELL, HORHN)**

26. **ORDER AUTHORIZING THE MAYOR TO EXECUTE FIRST AMENDMENT TO CONSULTANT AGREEMENT BETWEEN CITY OF JACKSON, MISSISSIPPI AND SYSTEMS CONSULTANTS ASSOCIATES, INC. TO PROVIDE BUDGET AND PERFORMANCE ASSISTANCE AND CONSULTATION IN THE DEVELOPMENT OF THE FISCAL YEAR 2026-2027 BUDGET AND IN THE IMPLEMENTATION OF CERTAIN KEY PERFORMANCE INDICATORS IN CITY. (CALDWELL, HORHN)**

27. **ORDER AUTHORIZING THE RENEWING OF WORKER'S COMPENSATION COVERAGE WITH CAROLINA CASUALTY INSURANCE COMPANIES OBTAINED THROUGH THE EVANS AGENCY FOR THE PERIOD AUGUST 1, 2026 THROUGH AUGUST 1, 2027. (T.MARTIN, HORHN)**

28. **ORDER AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT WITH THE CWA LOCAL 3511. (T.MARTIN, HORHN)**

29. **ORDER RATIFYING APPLICATION FOR THE EXXONMOBIL PIPELINE COMMUNITY GRANT IN THE AMOUNT OF TEN THOUSAND DOLLARS ($10,000.00) AND AUTHORIZING THE MAYOR TO EXECUTE ANY AND ALL DOCUMENTS NEEDED TO EFFECTUATE THE RECEIPT AND USE OF THE ABOVE GRANT FUNDS. (THOMAS, HORHN)**

30. **ORDER ACCEPTING THE BID OF THE SOUTHERN CONNECTION,**

LLC FOR THE UPFITTING OF EIGHT (8) DODGE DURANGO PATROL VEHICLES ON BEHALF OF THE JACKSON POLICE DEPARTMENT AND AUTHORIZING THE CITY OFFICIALS TO EXECUTE ALL DOCUMENTS NECESSARY TO COMPLETE THE PROCUREMENT. (BRACKNEY, HORHN)

31. **ORDER AUTHORIZING THE MAYOR TO EXECUTE A JOINT OPERATIONS AGREEMENT WITH THE MISSISSIPPI MUSEUM OF ART, INC. TO MANAGE THE MCNAIR-DAVIS PLANETARIUM. (JUNIOR, HORHN)**

32. **ORDER RATIFYING THE PURCHASE OF ONE SSL CERTIFICATE FROM CONVERGEONE, INC. AND AUTHORIZING PAYMENT IN THE AMOUNT OF $1,644.57 (SLATER, HORHN)**

33. **ORDER RATIFYING AND AUTHORIZING THE ACCEPTANCE OF THE FY 2026 HOMELAND SECURITY GRANT OF $1,002,150.00 TO CITY OF JACKSON THE DEPARTMENT OF INFORMATION TECHNOLOGY TO SUPPORT CYBER SECURITY OPERATIONS (SLATER, HORHN)**

34. **ORDER AUTHORIZING THE MAYOR TO TERMINATE THE MANAGEMENT AGREEMENT WITH METROPOLIS (FORMERLY SP PLUS CORPORATION) TO OPERATE THE CITY'S METERED PARKING SYSTEM. (BROWN, HORHN)**

35. **ORDER RATIFYING THE PROCUREMENT OF EVENT SERVICES PROVIDED FOR THE CITY OF JACKSON "DOING BUSINESS WITH THE CITY" EVENT HELD ON DECEMBER 11, 2025, AND AUTHORIZING PAYMENT OF THE OUTSTANDING BALANCE OF INVOICE #158965 TO THE JACKSON CONVENTION COMPLEX. (BROWN, HORHN)**

36. **ORDER ACCEPTING THE RENEWAL PROPOSAL SUBMITTED BY IVS, INC DOING BUSINESS AS ANGELTRAX TO PROVIDE A HOSTED SERVER, ONLINE SURVEILLANCE MANAGEMENT SOFTWARE, AND PREVENTIVE MAINTENANCE SERVICES AT A COST NOT TO EXCEED $29,608.00 FOR A PERIOD OF TWELVE MONTHS. (BROWN, HORHN)**

37. **ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONSTRUCTION ENGINEERING AND INSPECTION SERVICES AGREEMENT WITH MYRIAD ENGINEERING SOLUTIONS, LLC FOR THE SHAW ROAD BRIDGE REHABILITATION PROJECT. (ANDERSON, HORHN)**

38. **ORDER ACCEPTING THE BID OF HEMPHILL CONSTRUCTION COMPANY, INC. FOR THE SHAW ROAD BRIDGE REHABILITATION PROJECT. (ANDERSON, HORHN)**

39. **ORDER ACCEPTING THE BID OF TRUELINE FENCE & PROPERTY LLC FOR CITY RIGHT-OF-WAY MAINTENANCE SERVICES FOR A TWELVE (12) MONTH TERM WITH THE OPTION TO EXTEND FOR AN ADDITIONAL TWELVE (12) MONTHS FOR WARD 4. (ANDERSON, HORHN)**

40. **ORDER RATIFYING PROCUREMENT OF PARTS FOR IN-HOUSE**

REPAIRS TO VEHICLES AND EQUIPMENT FROM SOUTHERN HOSE & GASKET OF MS, LLC AND AUTHORIZING PAYMENT TO SAID VENDOR FROM THE DEPARTMENT OF PUBLIC WORKS, MUNICIPAL GARAGE. (ANDERSON, HORHN)

41. **ORDER AUTHORIZING THE MAYOR TO EXECUTE CHANGE ORDER NO. 1/FINAL TO THE CONTRACT OF INDEPENDENT ROOFING SYSTEMS, INC. FOR THE 911 OPERATIONS CENTER IMPROVEMENTS PROJECT TO EXTEND THE PROJECT TIME BY ONE HUNDRED SEVENTY-SEVEN (177) DAYS DUE TO EQUIPMENT DELAYS AND DECREASING THE CONTRACT AMOUNT DUE TO UNUSED CONTINGENCY. (ANDERSON, HORHN)**

42. **ORDER AUTHORIZING THE MAYOR TO EXECUTE CHANGE ORDER NO. 1 TO THE CONTRACT OF LEWIS ELECTRIC, INC. FOR GROUP A TRAFFIC SIGNAL PROJECT, STP-0250-00(055)LPA/109282. (ANDERSON, HORHN)**

43. **ORDER CORRECTING THE APRIL 23, 2024 ORDER OF THE CITY OF JACKSON CITY COUNCIL AUTHORIZING THE MAYOR TO EXECUTE A CONSTRUCTION ENGINEERING AND INSPECTION SERVICES CONTRACT WITH SOUTHERN CONSULTANTS, INC. FOR THE WOODROW WILSON AVENUE RESURFACING PROJECT (MARTIN LUTHER KING, JR. DRIVE TO MILL STREET BRIDGE, FEDERAL AID PROJECT NUMBER STP-0250-00(053)LPA/108075. (ANDERSON, HORHN)**

44. **ORDER ACCEPTING THE BID OF CORPORATE MECHANICAL CONTRACTORS, LLC FOR REPLACEMENT OF THE BOILER AT THE WILLIE MORRIS LIBRARY. (ANDERSON, HORHN)**

45. **ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH EAVES LAW FIRM, LLC, AND PRIESTER LAW FIRM, PLLC, TO REPRESENT THE CITY IN LITIGATION RELATED TO DAMAGES RESULTING FROM ANY LEAD-SHEATHED TELECOMMUNICATION CABLES INSTALLED OR OWNED BY TELECOMMUNICATION COMPANIES, AND AUTHORIZING THE PAYMENT OF FEES ASSOCIATED WITH SAID MATTER. (D.MARTIN, HORHN)**

46. **ORDER RATIFYING AND AUTHORIZING A SIXTY (60) DAY EXTENSION OF THE LEASE AGREEMENT FOR THE PROPERTY LOCATED AT 2525 ROBINSON ROAD. (D.MARTIN, HORHN)**

47. **ORDER REVIEWING AND CONTINUING AUGUST 29, 2022 STATE OF EMERGENCY. (D.MARTIN, HORHN)**

48. **ORDER REVIEWING AND CONTINUING STATE OF EMERGENCY. (JACKSON CITY COUNCIL)**

49. **ORDER AMENDING THE FISCAL YEAR 2025-2026 MUNICIPAL BUDGET. (CALDWELL, HORHN)**

DISCUSSION

50. **DISCUSSION: UPDATE- MAYES STREET BRIDGE (STOKES)**

51. **DISCUSSION: UPDATE - RIGHT-A-WAY (STOKES)**

52. **DISCUSSION: REVIEW AND CONTINUATION OF COVID-19 LOCAL**

EMERGENCY (JACKSON CITY COUNCIL)

PRESENTATION

PROCLAMATION

RESOLUTIONS

53. **RESOLUTION HONORING THE LIFE, LEGACY, AND DISTINGUISHED SERVICE OF DR. JAMES CLINTON SMITH, M.D., M.P.H. (PARKINSON)**

54. **RESOLUTION OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI CELEBRATING MR. DAVID HARTMAN, ILLUSTRIOUS CHIEF METEOROLOGIST OF WAPT, UPON HIS RETIREMENT. (STOKES)**

REPORT FROM MEMBERS, MAYOR, DEPARTMENT DIRECTORS

55. **MONTHLY FINANCIAL REPORTS AS REQUIRED ACCORDING TO SECTION 21-35-13 OF THE MISSISSIPPI CODE ANNOTATED OF 1972.**

ANNOUNCEMENTS

ADJOURNMENT

AGENDA ITEMS IN COMMITTEE

3

ORDER APPROVING THE PAYMENT OF $1,045.60 TO SCHINDLER FOR EMERGENCY ELEVATOR REPAIR PERFORMED AT 1785 HIGHWAY 80 WEST JACKSON MISSISSIPPI

WHEREAS, on May 21, 2026 staff with the Jackson Transit System arrived at the facility located at 1785 Highway 80 West and heard a hissing noise and smelled an odor from the elevator; and

WHEREAS, Schindler Elevator was telephoned immediately and asked to respond because staff was concerned with an electrical malfunction; and

WHEREAS, Schindler Elevator Corporation responded and determined that the car lighting and interior elements were damaged and required repair; and

WHEREAS, Schindler Elevator submitted an invoice for Job Number CBK80069121 in the amount of $1,045.60; and

WHEREAS, the Department of Planning and Development confirms that the services were rendered; and

WHEREAS, the sum of $836.48 will be charged against federal funds received for the transportation system, and the sum of $209.12 will be paid from the General Fund to pay the invoice; and

WHEREAS, the best interest of the City of Jackson would be served by approving the payment to Schindler for services rendered under circumstances considered by staff to be emergent;

IT IS THEREFORE ORDERED that the sum of $1,045.60 may be paid to Schindler for the elevator repair.

Agenda Item # 3
July 28, 2026
(Brown, Horhn)

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET 7/14/2026

POINTS		COMMENTS
1.	**Brief Description/Purpose**	Order approves the payment of the invoice submitted by Schindler an emergency elevator repair on May 21. 2026
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**	Infrastructure & Transportation
3.	**Who will be affected**	All residents and visitors of the City of Jackson.
4.	**Benefits**	All residents and visitors of the City of Jackson.
5.	**Schedule (beginning date)**	
6.	**Location:**	JAMP
7.	**Action implemented by:** **City Department**	Department of Planning & Development Transportation Planning Division
8.	**COST**	Not to exceed $1,045.60
9.	**Source of Funding** **General Fund X** **Grant X** **Bond** **Other**	187.565.20.6461: $1045.60 Grant: $836.48 General Fund: $209.12
10.	**EBO participation**	ABE % WAIVER yes no N/A X AABE % WAIVER yes no N/A X WBE % WAIVER yes no N/A X HBE % WAIVER yes no N/A X NABE % WAIVER yes no N/A X

MEMORANDUM

TO: John A. Horhn, Mayor

THRU: Angela Brown, Director
Department of Planning & Development

FROM: Christine Welch, Deputy Director
Office of Transportation

DATE: July 7, 2026

RE: Schindler Elevator Corporation

The attached agenda item requests that the governing authorities approve the payment of an invoice submitted by Schindler in the amount of $1045.60 related to an emergency repair of the elevator at 1785 Highway 80 West on May 21, 2026.

If you have any questions, please call Christine Welch, Deputy Director, Office of Transportation at (601) 960-1909 or e-mail cwelch@jacksonms.gov

Office of the City Attorney

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

OFFICE OF THE CITY ATTORNEY

This **ORDER APPROVING THE PAYMENT OF $1,045.60 TO SCHINDLER FOR EMERGENCY ELEVATOR REPAIR PERFORMED AT 1785 HIGHWAY 80 WEST JACKSON MISSISSIPPI** is legally sufficient for placement in NOVUS Agenda.

Drew Martin, *City Attorney* 7/7/26
Date

Carrie Johnson, *Senior Deputy City Attorney*

SCHINDLER ELEVATOR CORPORATION
5251 GREENWAY DR
JACKSON MS 39204-3212
Tel: 601 923 3344 Fax: 601 923 3371

Schindler

Document: Repair Invoice

Invoice No : **4826310320**
Date 05/31/2026

Quality Communications Inc
PO Box 464231
Lawrenceville GA 30042

Billing ID	3109677
Federal Tax ID	34 127 0056
DUNS Number	09 480 9993
Sales Contact	JoAnne C.Harrison
Field Contact	Don Potts
PO Number	

Identification / Purpose

Elevator
96006892315

ELEV 01 B CAB#6019481486 ADSS
CITY OF JACKSON TRANSIT SVCS DIVISION
US HWY 80 WEST 1785
39204 JACKSON

Job description: When responding to the callback dated 05/21/2026, the technician found a problem with your equipment The car lighting, car interior elements were damaged Normal operation of the equipment was observed and the equipment left in service following the visit.
Report No: 3179743
Execution date: 05/21/2026
Job Number: CBK 80069121

Qty.	Description	Mat.ID.	Price/Unit	Price USD
1.05	Mechanic Straight Time		618.46	649.38
0.333	Mechanic Straight Time		618.46	205.95
	Total labor			**855.33**
1	Expenses		150.28	150.28
Sub total				1,005.61
Paper Fee				39.99
Total excl Tax				1,045.60
Total to pay				**1,045.60**

Payment terms: **Payable within 30 days**

5251 GREENWAY DR
JACKSON MS 39204-3212
Tel: 601 923 3344 Fax: 601 923 3371

Schindler

e-Worksheet

Electronically produced Worksheet

No 3179743
Date:05/27/2026
Customer no:2977015

CITY OF JACKSON TRANSIT SVCS DIVISI
DEWAYNE CHEATHAM
1785 US HWY 80 WEST
JACKSON MS 39204

Equipment description

ManufSerialNo:	96006892315	
Installation	96006892315 ELEV 01 B	CAB#6019481486 ADSS CITY OF JACKSON TRANSIT SVCS
DIVISION. 1785 US HWY 80 WEST. JACKSON MS 39204		
Job number:	80069121	
Your order number:		

Job description	**Callback and Repair**
Caller Information	Name JEREMY. FAC MAINT. Tel. 7692439585. Date: 05/21/2026. Time 11:15 07
Fault Description	ELEV 01 B INSVC- LOUD HISSING NOISE ACC 8A- 8P
Report No:	80069121
Service Technician	Percy W Beard

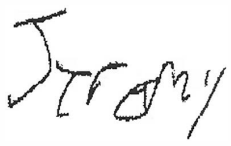
When responding to the callback dated 05/21/2026 the technician found a problem with your equipment The car lighting, car interior elements were damaged Normal operation of the equipment was observed and the equipment left in service following the visit.

Arrival On Site	**Activity**	**Rate**	**Duration**
05/21/2026 13.13.00	Transfer time	1.0X	**00h08**
	Repair	1.0X	**00h20**
	Callback	1.0X	**00h55**
	Total		**01h23**

Activities outside your contract coverage will be subject to surcharge

Technical comment:
Callback: Elevator interior lights making a vibration noise.
Repair (DOBR): Elevator lights inside elevator making a vibrating noise

Your signature



Jeremy

4

OFFICE OF THE CITY ATTORNEY

ORDER ESTABLISHING THE BILLING AND PERFORMANCE PERIOD FOR THE 48-MONTH RENTAL AGREEMENT WITH ADVANTAGE BUSINESS SYSTEMS FOR A KONICA MINOLTA BIZHUB C750i COLOR COPIER BEING USED BY THE ENGINEERING DIVISION OF THE DEPARTMENT OF PUBLIC WORKS

WHEREAS, the City Council of the City of Jackson approved a 48-month rental agreement with Advantage Business Systems for a Konica Minolta Bizhub C750i color copier to be used by the Engineering Division of the Department of Public Works by its order dated December 21, 2021 and recorded in Minute Book "6U, Pg. 294"; and

WHEREAS, the Mayor executed the approved contract on January 18, 2022, a copy of the contract being attached hereto and incorporated in the minutes; and

WHEREAS, due to delivery delays caused by the COVID-19 pandemic, the copier was not installed and was not used by the Engineering Division until October 10, 2022; and

WHEREAS, while the Agreement states that it becomes effective upon signature by both parties, because the copier was not installed until October 10, 2022, Advantage Business Systems did not commence performance and did not begin billing the City for the copier until that time; and

WHEREAS, due to the postponed delivery date, the date of commencement of performance and billing should be established as October 10, 2022, such that the 48-month term of the contract expires on October 9, 2026 and payment should be authorized for this performance period, including January 18, 2026 through October 9, 2026.

IT IS, THEREFORE, ORDERED that the date of commencement of performance and billing under the 48-month rental agreement with Advantage Business Systems for a Konica Minolta Bizhub C750i color copier being used by the Engineering Division of the Department of Public Works is established as October 10, 2022.

IT IS FURTHER ORDERED that with the established date of commencement of performance and billing being October 10, 2022, payment is now authorized under the terms of the agreement from October 10, 2022 through October 9, 2026, including January 18, 2026 through October 9, 2026.

Agenda Item # 4
July 28, 2026
(Anderson, Horhn)

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

July 20, 2026
DATE

(as revised 3/6/01)

	POINTS	COMMENTS
1.	**Brief Description / Purpose**	**ORDER ESTABLISHING THE BILLING AND PERFORMANCE PERIOD FOR THE 48-MONTH RENTAL AGREEMENT WITH ADVANTAGE BUSINESS SYSTEMS FOR A KONICA MINOLTA BIZHUB C750i COLOR COPIER BEING USED BY THE ENGINEERING DIVISION OF THE DEPARTMENT OF PUBLIC WORKS**
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	
3.	**Who will be affected**	Engineering Division of the Department of Public Works and Advantage Business Systems
4.	**Benefits**	Establishes the date of commencement of performance and billing to reflect the actual 48-month contract term
5.	**Schedule (beginning date)**	Ongoing
6.	**Location:** ▪ **WARD** ▪ **CITYWIDE (yes or no) (area)** ▪ **Project limits if applicable**	Warren Hood Administration Building
7.	**Action implemented by:** ▪ **City Department** ▬ ▪ **Consultant** ☐	Department of Public Works and Advantage Business Systems
8.	**COST**	No additional cost beyond the original contract charges of $355.00 per month for the rental of the machine and maintenance billed monthly at $.0073 per black-and-white copy and $.059 per color copy
9.	**Source of Funding** ▪ **General Fund** ▬ ▪ **Grant** ☐ ▪ **Bond** ☐ ▪ **Other** ☐	N/A

City of Jackson
Department of Public Works

Council Agenda Item Memorandum

To: Hon. John A. Horhn, Mayor

From: Lorenzo Anderson, P.E., Director
Department of Public Works

Date: July 20, 2026

Agenda Item: **ORDER ESTABLISHING THE BILLING AND PERFORMANCE PERIOD FOR THE 48-MONTH RENTAL AGREEMENT WITH ADVANTAGE BUSINESS SYSTEMS FOR A KONICA MINOLTA BIZHUB C750i COLOR COPIER BEING USED BY THE ENGINEERING DIVISION OF THE DEPARTMENT OF PUBLIC WORKS**

Council Meeting: Regular Council Meeting, July 28, 2026
Purpose: To correct the date of commencement of performance and billing under the Agreement to reflect the actual term of the agreement
Cost: No change in cost
Funding Source: N/A
Schedule/Time: Ongoing

Background: The copier contract for the Engineering Division of the Department of Public Works was set to expire. The Engineering Division of the Department of Public Works presented a new contract to the City Council in December of 2021, which the mayor signed on January 18, 2022. Unfortunately, due to the COVID-19 pandemic, supply chains were disrupted and the copier for the new contract was not delivered and installed until October 10, 2022. Between January 18, 2022 and October 9, 2022, the City made payments under an extension of the existing copier contract.

In order to effectuate the intended 48 months of the copier agreement with Advantage Business Systems, the effective date of the contract needs to be established as beginning October 10, 2022 and continuing through October 9, 2026.

The Department of Public Works recommends that the City Council approve this item. Please contact me if you have any questions.

Office of the City Attorney

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

OFFICE OF THE CITY ATTORNEY

This **ORDER ESTABLISHING THE BILLING AND PERFORMANCE PERIOD FOR THE 48-MONTH RENTAL AGREEMENT WITH ADVANTAGE BUSINESS SYSTEMS FOR A KONICA MINOLTA BIZHUB C750i COLOR COPIER BEING USED BY THE ENGINEERING DIVISION OF THE DEPARTMENT OF PUBLIC WORKS** is legally sufficient for placement in NOVUS Agenda.

Sondra O. Moncure — 7/21/26
DATE

Sondra Moncure, *Special Assistant*

Terry Williamson, *Legal Counsel*

ORDER AUTHORIZING THE MAYOR TO EXECUTE A 48-MONTH RENTAL AGREEMENT WITH ADVANTAGE BUSINESS SYSTEMS FOR A KONICA MINOLTA BIZHUB C750I COLOR COPIER TO BE USED BY THE ENGINEERING DIVISION OF THE DEPARTMENT OF PUBLIC WORKS.

WHEREAS, the Engineering Division of the Department of Public Works desires to enter into a 48-month rental agreement for a color copier machine; and

WHEREAS, Advantage Business Systems provided a Konica Minolta Bizhub C750I color copier through the State of Mississippi Contract #8200056217; and

WHEREAS, Advantage Business Systems has an office located in the City of Jackson; and

WHEREAS, it is the recommendation of the Department of Public Works this contract be approved.

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute the necessary documents with Advantage Business Systems providing for the 48-month rental of a Konica Minolta Bizhub C750I color copier at a cost of $355.00 per month, plus a copy charge of $0.0073 (Black & White), $0.059 (Color Copies) per copy to include labor, parts, toner and drum, except paper or staples.

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

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

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

Nays – None.

Council Member Stokes moved adoption; **Council Member Lee** seconded.

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

ATTEST:

Angela Harris
Municipal Clerk

I, Angela Harris, the duly appointed qualified Municipal Clerk and lawful custodian of records and seal of said City of Jackson, Mississippi, certify that the foregoing is a true and exact copy of an Order passed by the City Council at its Special Council Meeting on December 21, 2021 and recorded in Minute Book "6U, Pg. 294".

WITNESS my signature and official seal of office, this the 25th day of October, 2022.

CITY OF JACKSON MISSISSIPPI

Angela Harris

Angela Harris, Municipal Clerk

Revised Date: February 2017

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

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

1. CUSTOMER ACCOUNT ESTABLISHMENT:

A. A separate Vendor Customer Number will be required for each specific customer/installation location.

B. The Customer is identified as the entity on the first line of the "bill-to" address. All invoices and notices of changes will be sent to the "bill-to" address in accordance with Paragraph 8 herein.

C. Ship-to and/or Installed-at address is the location to which the initial shipment of equipment/supplies will be made and the address to which service representatives will respond. Subsequent shipments of supplies for installed equipment will also be delivered to the "installed-at" address unless otherwise requested.

D. Unless creditworthiness for this Customer Number has been previously established by Vendor, Vendor's Credit Department may conduct a credit investigation for this Agreement. Notwithstanding delivery of equipment, Vendor may revoke this Agreement by written notice to the Customer if credit approval is denied within thirty (30) days after the date this Agreement is accepted for Vendor by an authorized representative.

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

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

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

5. DELIVERY, INSTALLATION, ACCEPTANCE, AND RELOCATION:

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

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

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

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

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

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

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

8. PAYMENTS:

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

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

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

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

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

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

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

10. MAINTENANCE SERVICES, EXCLUSIONS, AND REMEDIES:

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

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

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

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

which the Customer shall not unreasonably withhold.

12. ALTERATIONS, ATTACHMENTS, AND SUPPLIES:

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

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

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

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

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

For the Vendor:	**For the Customer:**
Advantage Business Systems	City of Jackson Dept of Engineering
Name Donna May	Name Ruth Windham
Title Account Manager	Title Office Coordinator
Address 5442 Executive Place	Address 200 S President St. (Hood Building)
City, State, & Zip Code Jackson, MS 39206	City, State, & Zip Code Jackson, MS 39201

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

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

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

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

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

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

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

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

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

24. AVAILABILITY OF FUNDS: It is expressly understood and agreed that the obligation of the Customer to proceed under this Agreement is conditioned upon the appropriation of funds by the Mississippi State Legislature and the receipt of state and/or federal funds. If the funds anticipated for the continuing fulfillment of the agreement are, at any time, not forthcoming or insufficient, either through the failure of the federal government to provide funds or of the State of Mississippi to appropriate funds or the discontinuance or material alteration of the program under which funds were provided or if funds are not otherwise available to the Customer, the Customer shall have the right upon ten (10) working days written notice to the Vendor, to terminate this Agreement without damage, penalty, cost or expenses to the Customer of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.

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

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

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

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

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

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

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

Type

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

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

Witness my signature this the 15th day of November, 2021.

Vendor: Advantage Business Systems

By: Donna May
Authorized Signature

Printed Name: Donna May

Title: Account Manager

WITNESS:

_____

_____

Witness my signature this the 19th day of January, 2022.

Customer: City of Jackson Dept of Engineering

By: _____
Authorized Signature

Printed Name: Chokwe A. 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 considered to be a part of the Rental Agreement between the parties.

State Contract Number: 8200056217

Vendor Company Name: Advantage Business Systems

Customer Agency Name: City of Jackson Dept of Engineering

Bill to Address: P O Box 17 , Jackson, MS 39201

Ship to Address: 200 S President St. (Hood Building)
Jackson, MS 39201

Description of Equipment, Software, or Services	Price
Bizhub C750i PK524 Punch FK514Fax FS539 + RU 513 Finisher	$355.00

Delivery Schedule and Installation Date:

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

Modifications: Maintenance billed monthly for copier @ $ .0073 for all b/w and $.059 for all color copies

Vendor Signature

Customer Signature

5

ORDER ACCEPTING THE BID OF APAC-MISSISSIPPI, INC. FOR CONSTRUCTION OF CITY PROJECT COJ-RS-01

WHEREAS, the City of Jackson solicited sealed competitive bids for the construction of City Project COJ-RS-01; and

WHEREAS, in response to the advertisement for bids, four bids were submitted to the Municipal Clerk on May 26, 2026; and

WHEREAS, the bid of APAC-Mississippi, Inc., in the amount of $2,394,088.98, was the lowest responsive, responsible bid received; and

WHEREAS, the Public Works Department recommends that the governing authorities deem the bid of APAC-Mississippi, Inc., in the amount of $2,394,088.98, for City Project COJ-RS-01 to be the lowest and best bid.

IT IS, THEREFORE, ORDERED that the bid of APAC-Mississippi, Inc., in the amount of $2,394,088.98, for City Project COJ-RS-01 is accepted as the lowest and best bid, consistent with the Invitation to Bidders and the specifications on file with the Municipal Clerk.

IT IS FURTHER ORDERED that the Mayor is authorized to execute a construction contract with APAC-Mississippi, Inc. for City Project COJ-RS-01 consistent with the bid accepted, the Invitation to Bidders, and the specifications on file with the Municipal Clerk.

Agenda Item #5
July 28, 2026
(Anderson, Horhn)

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
RECEIVED
APR 22 2020

OFFICE OF THE CITY ATTORNEY

This **ORDER ACCEPTING THE BID OF APAC-MISSISSIPPI, INC. FOR CONSTRUCTION OF CITY PROJECT COJ-RS-01** is legally sufficient for placement in NOVUS Agenda.

Sondra O. Moncure
SONDRA MONCURE, SPECIAL ASSISTANT

4/22/20
DATE

Terry Williamson, *Legal Counsel* TW

Department of Public Works

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

John Horhn
Mayor of the City of Jackson

MEMORANDUM

To: Hon. John Horhn, Mayor

From: Lorenzo Anderson, P.E., Director
Department of Public Works

Date: June 18, 2026

Subject: Agenda Item for City Council Meeting

Attached you will find an item for the agenda authorizing the Mayor to execute a construction contract with Adcamp, Inc.

This project, funded through the Infrastructure Modernization Tax Fund Bonds, will repair and resurface various roadways in the City.

The City advertised for sealed competitive bids and received four bids on May 26, 2026. The bid received from APAC-Mississippi, Inc. was the lowest responsive, responsible bid received. It is the recommendation of this office that the bid be accepted.

If you have any questions or comments, please do not hesitate to call me.

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET June 18, 2026
DATE

	POINTS	COMMENTS
1.	**Brief Description/Purpose**	**ORDER ACCEPTING THE BID OF APAC-MISSISSIPPI, INC. FOR CONSTRUCTION OF CITY PROJECT COJ-RS-01**
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 and Transportation 7. Quality of Life
3.	**Who will be affected**	Motorists using the resurfaced roads
4.	**Benefits**	Will provide a smoother, safer driving surface
5.	**Schedule (beginning date)**	Upon approval, the contract will be provided to the contractor to sign, and a notice to proceed will be issued upon obtaining all signatures
6.	**Location:** ▪ **WARD** ▪ **CITYWIDE (yes or no) (area)** ▪ **Project limits if applicable**	Various locations throughout the City
7.	**Action implemented by:** ▪ **City Department** ■ ▪ **Consultant** ☐ ▪	City of Jackson, Department of Public Works, Engineering Division
8.	**COST**	$2,394,088.98
9.	**Source of Funding** ▪ **General Fund** ☐ ▪ **Grant** ☐ ▪ **Bond** ☐ ▪ **Other** ■	Infrastructure Modernization Tax Fund Bonds

Revised 2-04

Bid Opening **City of Jackson, Mississippi**

Bid Tabulation COJ-RS-01 Road Resurfacing

Owner: City of Jackson, Mississippi
5/26/2026
Bid Opening Time: 3:30 PM
Construction Cost Estimate $2,339,827.50

	Bidder (Contractor)	Certificate of Responsibility No.	Bid Bonding Company	Base Bid	Non-Collusion Affidavit?	Acknowledged Addenum No.1	Acknowledged Addenum No. 2
1	AJ Construction, Inc.	06569-MC	Traveler's Casualty and Surety Company of America	$ 2,664,761.70	Y	Y	Y
2	APAC - Mississippi, Inc.	00095-MC	Federal Insurance Company	$ 2,394,088.98	Y	Y	Y
3	Adcamp, Inc.	08034-MC	Traveler's Casualty and Surety	$ 3,421,003.50	Y	Y	Y
4	Dickerson & Bowen Construction	00012-MC	Traveler's Casualty and Surety	$ 2,966,247.80	Y	Y	Y

City of Jackson
Jackson, Mississippi

JOJ-RS-01

26-May-2026

			LOW BIDDER OVER/UNDER		Preliminary		***Low Bid*** 2,394,088.980 APAC - Mississippi, Inc.	
			Unit	Total	Unit	Extended	Federal Insurance Company	
ROADWAY								
S-200-A	Mobilization	1.000 LS	$ 50,000.00	$ 50,000.00	150,000.0000	150,000.00	100,000.0000	100,000.00
S-202-C	Removal of Curb and Gutter (All Type)	375.000 LF	$ 5.50	$ 2,062.50	50.0000	18,750.00	44.5000	16,687.50
S-203-A	Unclassified Excavation	160.000 CY	$ (147.00)	$ (23,520.00)	25.0000	4,000.00	172.0000	27,520.00
S-403-A	19 MM, ST, Asphalt Pavement	280.000 TON	$ (32.70)	$ (9,156.00)	150.0000	42,000.00	182.7000	51,156.00
S-403-A	9.5 MM, MT, Asphalt Pavement	12224.000 TON	$ (29.00)	$ (354,496.00)	100.0000	1,222,400.00	129.0000	1,576,896.00
S-403-B	12.5-MM, ST, Asphalt Pavement, Leveling	1073.000 TON	$ (9.00)	$ (9,657.00)	125.0000	134,125.00	134.0000	143,782.00
S-406-A	Cold Milling of Bituminous Pavement, All Depths	101024.000 SY	$ 2.73	$ 275,795.52	5.0000	505,120.00	2.2700	229,324.48
S-609-D	Combination Curb and Gutter	375.000 LF	$ (18.00)	$ (6,750.00)	50.0000	18,750.00	68.0000	25,500.00
S-613-E	Adjustment of Manholes	59.000 Each	$ (150.00)	$ (8,850.00)	500.0000	29,500.00	650.0000	38,350.00
S-613-E	Adjustment of Valves	26.000 Each	$ 313.00	$ 8,138.00	500.0000	13,000.00	187.0000	4,862.00
S-618-A	Maintenance Of Traffic	1.000 LS	$ 40,000.00	$ 40,000.00	150,000.0000	150,000.00	110,000.0000	110,000.00
S-618-B	Additional Construction Signs	0.000 SF	$ (10.00)	$ -	0.0000	0.00	10.0000	0.00
S-621-A	4" Wide Thermoplastic Traffic Stripe Skip White	1.000 Mile	$ (3,000.00)	$ (3,000.00)	2,500.0000	2,500.00	5,500.0000	5,500.00
S-621-C	4" Wide Thermoplastic Edge Stripe (Continuous White) (60 Mils)	2.000 Mile	$ (6,000.00)	$ (12,000.00)	2,500.0000	5,000.00	8,500.0000	17,000.00
S-621-E-1	4" Wide Thermoplastic Traffic Stripe (Continuous Yellow) (90 Mils)	14890.000 LF	$ (0.25)	$ (3,722.50)	1.2500	18,612.50	1.5000	22,335.00
S-621-H-1	Thermoplastic Legend	1720.000 LF	$ 4.00	$ 6,880.00	10.0000	17,200.00	6.0000	10,320.00
S-621-H-2	Thermoplastic Legend	653.000 SF	$ (2.00)	$ (1,306.00)	10.0000	6,530.00	12.0000	7,836.00
S-627-J	Two-Way Yellow Reflective High Performance Raised Markers	468.000 Each	$ (10.00)	$ (4,680.00)	5.0000	2,340.00	15.0000	7,020.00
TOTAL BID				-54,261.48		2,339,827.50		2,394,088.98
DIFFERENCE								0.00
PERCENTAGE OVER\(UNDER):								2.32%

Approved:

George Ford, P.E., Project Engineer

City of Jackson
Jackson, Mississippi

COJ-RS-01

26-May-2026

				2,664,761.70 AJ Construction, Inc. Traveler's Casualty and Surety Company of America		2,966,247.80 Dickerson & Bowen Construction Co., Inc. Traveler's Casualty and Surety Company of America		3,421,003.50 Adcamp, Inc. Traveler's Casualty and Surety Company of America	
ROADWAY									
S-200-A	Mobilization	1.000	LS	102,083.4400	102,083.44	200,000.0000	200,000.00	300,000.0000	300,000.00
S-202-C	Removal of Curb and Gutter (All Type)	375.000	LF	44.5000	16,687.50	47.4500	17,793.75	44.5000	16,687.50
S-203-A	Unclassified Excavation	160.000	CY	172.0000	27,520.00	183.3900	29,342.40	172.0000	27,520.00
S-403-A	19 MM, ST. Asphalt Pavement	280.000	TON	187.8500	52,598.00	195.0000	54,600.00	275.0000	77,000.00
S-403-A	9.5 MM, MT. Asphalt Pavement	12224.000	TON	129.6200	1,584,474.88	140.0000	1,711,360.00	165.0000	2,016,960.00
S-403-B	12.5-MM, ST. Asphalt Pavement, Leveling	1073.000	TON	131.9600	141,593.08	145.0000	155,585.00	185.0000	198,505.00
S-406-A	Cold Milling of Bituminous Pavement, All Depths	101024.000	SY	3.4500	348,532.80	5.7500	580,888.00	5.0000	505,120.00
S-609-D	Combination Curb and Gutter	375.000	LF	71.0600	26,647.50	72.5000	27,187.50	68.0000	25,500.00
S-613-E	Adjustment of Manholes	59.000	Each	1,881.0000	110,979.00	468.6900	27,652.71	450.0000	26,550.00
S-613-E	Adjustment of Valves	26.000	Each	627.0000	16,302.00	276.2100	7,181.46	275.0000	7,150.00
S-618-A	Maintenance Of Traffic	1.000	LS	167,332.5000	167,332.50	80,000.0000	80,000.00	150,000.0000	150,000.00
S-618-B	Additional Construction Signs	0.000	SF	0.0000	0.00	10.0000	0.00	10.0000	0.00
S-621-A	4" Wide Thermoplastic Traffic Stripe Skip White	1.000	Mile	5,500.0000	5,500.00	5,864.1700	5,864.17	5,500.0000	5,500.00
S-621-C	4" Wide Thermoplastic Edge Stripe (Continuous White) (60 Mils)	2.000	Mile	8,500.0000	17,000.00	9,062.8100	18,125.62	8,500.0000	17,000.00
S-621-E-1	4" Wide Thermoplastic Traffic Stripe (Continuous Yellow) (90 Mils)	14890.000	LF	1.5000	22,335.00	1.6000	23,824.00	1.5000	22,335.00
S-621-H-1	Thermoplastic Legend	1720.000	LF	6.0000	10,320.00	6.4000	11,008.00	6.0000	10,320.00
S-621-H-2	Thermoplastic Legend	653.000	SF	12.0000	7,836.00	12.7900	8,351.87	12.0000	7,836.00
S-627-J	Two-Way Yellow Reflective High Performance Raised Markers	468.000	Each	15.0000	7,020.00	15.9900	7,483.32	15.0000	7,020.00
TOTAL BID					2,664,761.70		2,966,247.80		3,421,003.50
DIFFERENCE					0.00		0.00		0.00
PERCENTAGE OVER\(UNDER):					13.89%		26.77%		46.21%

Approved:

George Ford, P.E., Project Engineer

6

ORDER ACCEPTING THE BID OF ADCAMP, INC. FOR CONSTRUCTION OF CITY PROJECT COJ-RS-02

WHEREAS, the City of Jackson solicited sealed competitive bids for the construction of City Project COJ-RS-02; and

WHEREAS, in response to the advertisement for bids, four bids were submitted to the Municipal Clerk on May 26, 2026; and

WHEREAS, the bid of Adcamp, Inc., in the amount of $4,316,186.85, was the lowest responsive, responsible bid received; and

WHEREAS, the Public Works Department recommends that the governing authorities deem the bid of Adcamp, Inc., in the amount of $4,316,186.85, for City Project COJ-RS-02 to be the lowest and best bid.

IT IS, THEREFORE, ORDERED that the bid of Adcamp, Inc., in the amount of $4,316,186.85, for City Project COJ-RS-02 is accepted as the lowest and best bid, consistent with the Invitation to Bidders and the specifications on file with the Municipal Clerk.

IT IS FURTHER ORDERED that the Mayor is authorized to execute a construction contract with Adcamp, Inc. for City Project COJ-RS-02 consistent with the bid accepted, the Invitation to Bidders, and the specifications on file with the Municipal Clerk.

Agenda Item # 6
July 28, 2026
(Anderson, Horhn)

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
RECEIVED
APR 22 2026

OFFICE OF THE CITY ATTORNEY

This **ORDER ACCEPTING THE BID OF ADCAMP, INC. FOR CONSTRUCTION OF CITY PROJECT COJ-RS-02** is legally sufficient for placement in NOVUS Agenda.

Sondra O Moncure
SONDRA MONCURE, SPECIAL ASSISTANT

4/22/26
DATE

Terry Williamson, *Legal Counsel* TW

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET June 18, 2026
DATE

	POINTS	COMMENTS
1.	**Brief Description/Purpose**	**ORDER ACCEPTING THE BID OF ADCAMP, INC. FOR CONSTRUCTION OF CITY PROJECT COJ-RS-02**
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 and Transportation 7. Quality of Life
3.	**Who will be affected**	Motorists using the resurfaced roads
4.	**Benefits**	Will provide a smoother, safer driving surface
5.	**Schedule (beginning date)**	Upon approval, the contract will be provided to the contractor to sign, and a notice to proceed will be issued upon obtaining all signatures
6.	**Location:** ▪ **WARD** ▪ **CITYWIDE (yes or no) (area)** ▪ **Project limits if applicable**	Various locations throughout the City
7.	**Action implemented by:** ▪ **City Department** ■ ▪ **Consultant** ☐ ▪	City of Jackson, Department of Public Works, Engineering Division
8.	**COST**	$4,316,186.85
9.	**Source of Funding** ▪ **General Fund** ☐ ▪ **Grant** ☐ ▪ **Bond** ☐ ▪ **Other** ■	Infrastructure Modernization Tax Fund Bonds

Revised 2-04

Department of Public Works

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

John Horhn
Mayor of the City of Jackson

MEMORANDUM

To: Hon. John Horhn, Mayor

From: Lorenzo Anderson, P.E., Director
Department of Public Works

Date: June 18, 2026

Subject: Agenda Item for City Council Meeting

Attached you will find an item for the agenda authorizing the Mayor to execute a construction contract with Adcamp, Inc.

This project, funded through the Infrastructure Modernization Tax Fund Bonds, will repair and resurface various roadways in the City.

The City advertised for sealed competitive bids and received four bids on May 26, 2026. The bid received from Adcamp, Inc. was the lowest responsive, responsible bid received. It is the recommendation of this office that the bid be accepted.

If you have any questions or comments, please do not hesitate to call me.

Bid Opening **City of Jackson, Mississippi**

Bid Tabulation COJ-RS-02 Road Resurfacing

Owner: City of Jackson, Mississippi
5/26/2026
Bid Opening Time: 3:30 PM
Construction Cost Estimate $3,746,625.00

	Bidder (Contractor)	Certificate of Responsibility No.	Bid Bonding Company	Base Bid	Non-Collusion Affidavit?	Acknowledged Addenum No.1	Acknowledged Addenum No. 2
1	AJ Construction, Inc.	06569-MC	Traveler's Casualty and Surety Company of America	$ 4,850,092.43	Y	Y	Y
2	APAC - Mississippi, Inc.	00095-MC	Federal Insurance Company	$ 6,585,894.90	Y	Y	Y
3	Adcamp, Inc.	08034-MC	Traveler's Casualty and Surety Company of America	$ 4,316,186.85	Y	Y	Y
4	Dickerson & Bowen Construction Co., Inc.	00012-MC	Traveler's Casualty and Surety Company of America	$ 5,464,000.73	Y	Y	Y

City of Jackson
Jackson, Mississippi

COJ-RS-02

26-May-2026

			LOW BIDDER OVER/UNDER		Preliminary		***Low Bid***	
			Unit	Total	Unit	Extended	4,316,186.850 Adcamp, Inc.	
							Traveler's Casualty and Surety Company of America	
ROADWAY								
S-200-A	Mobilization	1.000 LS	$ -	$ -	150,000.0000	150,000.00	150,000.0000	150,000.00
S-202-C	Removal of Curb and Gutter (All Type)	1344.000 LF	$ 13.00	$ 17,472.00	50.0000	67,200.00	37.0000	49,728.00
S-202-D	Removal of Sidewalk (All Type)	20.000 SY	$ (71.00)	$ (1,420.00)	50.0000	1,000.00	121.0000	2,420.00
S-203-A	Unclassified Excavation	250.000 CY	$ (147.00)	$ (36,750.00)	25.0000	6,250.00	172.0000	43,000.00
S-403-A	19 MM, ST, Asphalt Pavement	363.000 TON	$ (40.00)	$ (14,520.00)	150.0000	54,450.00	190.0000	68,970.00
S-403-A	9.5 MM, MT, Asphalt Pavement	21642.000 TON	$ (32.50)	$ (703,365.00)	100.0000	2,164,200.00	132.5000	2,867,565.00
S-403-B	12.5-MM, ST, Asphalt Pavement, Leveling	202.000 TON	$ (30.00)	$ (6,060.00)	125.0000	25,250.00	155.0000	31,310.00
S-406-A	Cold Milling of Bituminous Pavement, All Depths	158987.000 SY	$ 0.45	$ 71,544.15	5.0000	794,935.00	4.5500	723,390.85
S-608-A	Concrete Sidewalk	20.000 SY	$ (112.50)	$ (2,250.00)	65.0000	1,300.00	177.5000	3,550.00
S-609-D	Combination Curb and Gutter	1344.000 LF	$ (10.00)	$ (13,440.00)	50.0000	67,200.00	60.0000	80,640.00
S-613-E	Adjustment of Manholes	231.000 Each	$ 115.00	$ 26,565.00	500.0000	115,500.00	385.0000	88,935.00
S-613-E	Adjustment of Valves	62.000 Each	$ 340.00	$ 21,080.00	500.0000	31,000.00	160.0000	9,920.00
S-618-A	Maintenance Of Traffic	1.000 LS	$ 75,000.00	$ 75,000.00	150,000.0000	150,000.00	75,000.0000	75,000.00
S-618-B	Additional Construction Signs	0.000 SF	$ (10.00)	$ -	0.0000	0.00	10.0000	0.00
S-621-A	6" Wide Thermoplastic Traffic Stripe Skip White	6.000 Mile	$ (1,450.00)	$ (8,700.00)	2,500.0000	15,000.00	3,950.0000	23,700.00
S-621-C	6" Wide Thermoplastic Edge Stripe (Continuous White) (60 Mils)	6.000 Mile	$ (4,000.00)	$ (24,000.00)	2,500.0000	15,000.00	6,500.0000	39,000.00
S-621-E-1	6" Wide Thermoplastic Traffic Stripe (Continuous Yellow) (90 Mils)	26400.000 LF	$ (0.05)	$ (1,320.00)	1.2500	33,000.00	1.3000	34,320.00
S-621-H-1	Thermoplastic Legend (White)	4580.000 LF	$ 7.90	$ 36,182.00	10.0000	45,800.00	2.1000	9,618.00
S-621-H-2	Thermoplastic Legend (White)	675.000 SF	$ -	$ -	10.0000	6,750.00	10.0000	6,750.00
S-627-J	Two-Way Yellow Reflective High Performance Raised Markers	558.000 Each	$ (10.00)	$ (5,580.00)	5.0000	2,790.00	15.0000	8,370.00
TOTAL BID				569,561.85		3,746,625.00		4,316,186.85
DIFFERENCE								0.00
PERCENTAGE OVER\(UNDER):								15.20%

Approved:

George For[illegible] P.E., Project Engineer

City of Jackson

Jackson, Mississippi

COJ-RS-02

26-May-2026

				4,850,092.43 AJ Construction, Inc. Traveler's Casualty and Surety Company of America		5,464,000.73 Dickerson & Bowen Construction Co., Inc. Traveler's Casualty and Surety Company of America		6,585,894.90 APAC - Mississippi, Inc. Federal Insurance Company	
ROADWAY									
S-200-A	Mobilization	1.000	LS	87,153.0000	87,153.00	350,000.0000	350,000.00	525,000.0000	525,000.00
S-202-C	Removal of Curb and Gutter (All Type)	1344.000	LF	37.0000	49,728.00	40.0900	53,880.96	37.0000	49,728.00
S-202-D	Removal of Sidewalk (All Type)	20.000	SY	121.0000	2,420.00	131.1200	2,622.40	121.0000	2,420.00
S-203-A	Unclassified Excavation	250.000	CY	172.0000	43,000.00	186.3800	46,595.00	172.0000	43,000.00
S-403-A	19 MM, ST, Asphalt Pavement	363.000	TON	168.0000	60,984.00	195.5000	70,966.50	176.3000	63,996.90
S-403-A	9.5 MM, MT, Asphalt Pavement	21642.000	TON	128.4500	2,779,914.90	160.0000	3,462,720.00	180.0000	3,895,560.00
S-403-B	12.5-MM, ST, Asphalt Pavement, Leveling	202.000	TON	160.0500	32,330.10	185.0000	37,370.00	200.0000	40,400.00
S-406-A	Cold Milling of Bituminous Pavement, All Depths	158987.000	SY	4.7700	758,367.99	6.0000	953,922.00	6.0000	953,922.00
S-608-A	Concrete Sidewalk	20.000	SY	185.4900	3,709.80	192.3400	3,846.80	177.5000	3,550.00
S-609-D	Combination Curb and Gutter	1344.000	LF	62.7000	84,268.80	65.0200	87,386.88	60.0000	80,640.00
S-613-E	Adjustment of Manholes	231.000	Each	1,881.0000	434,511.00	515.4900	119,078.19	1,200.0000	277,200.00
S-613-E	Adjustment of Valves	62.000	Each	627.0000	38,874.00	300.3000	18,618.60	60.0000	3,720.00
S-618-A	Maintenance Of Traffic	1.000	LS	353,072.8400	353,072.84	125,000.0000	125,000.00	525,000.0000	525,000.00
S-618-B	Additional Construction Signs	0.000	SF	0.0000	0.00	10.0000	0.00	10.0000	0.00
S-621-A	6" Wide Thermoplastic Traffic Stripe Skip White	6.000	Mile	3,950.0000	23,700.00	4,280.2700	25,681.62	3,950.0000	23,700.00
S-621-C	6" Wide Thermoplastic Edge Stripe (Continuous White) (60 Mils)	6.000	Mile	6,500.0000	39,000.00	7,043.4800	42,260.88	6,500.0000	39,000.00
S-621-E-1	6" Wide Thermoplastic Traffic Stripe (Continuous Yellow) (90 Mils)	26400.000	LF	1.3000	34,320.00	1.4100	37,224.00	1.3000	34,320.00
S-621-H-1	Thermoplastic Legend (White)	4580.000	LF	2.1000	9,618.00	2.2800	10,442.40	2.1000	9,618.00
S-621-H-2	Thermoplastic Legend (White)	675.000	SF	10.0000	6,750.00	10.8400	7,317.00	10.0000	6,750.00
S-627-J	Two-Way Yellow Reflective High Performance Raised Markers	558.000	Each	15.0000	8,370.00	16.2500	9,067.50	15.0000	8,370.00
TOTAL BID					4,850,092.43		5,464,000.73		6,585,894.90
DIFFERENCE					0.00		0.00		0.00
PERCENTAGE OVER\(UNDER):					29.43%		45.84%		75.74%

Approved:

George For[illegible] P.E., Project Engineer

7

OFFICE OF THE CITY CLERK
JACKSON, MS
2026

ORDER ACCEPTING THE BID OF AJ CONSTRUCTION, INC. FOR CONSTRUCTION OF CITY PROJECT COJ-RS-03

WHEREAS, the City of Jackson solicited sealed competitive bids for the construction of City Project COJ-RS-03; and

WHEREAS, in response to the advertisement for bids, four bids were submitted to the Municipal Clerk on May 26, 2026; and

WHEREAS, the bid of AJ Construction, Inc., in the amount of $2,049,399.70, was the lowest responsive, responsible bid received; and

WHEREAS, the Public Works Department recommends that the governing authorities deem the bid of AJ Construction, Inc., in the amount of $ 2,049,399.70, for City Project COJ-RS-03 to be the lowest and best bid.

IT IS, THEREFORE, ORDERED that the bid of AJ Construction, Inc., in the amount of $2,049,399.70, for City Project COJ-RS-03 is accepted as the lowest and best bid, consistent with the Invitation to Bidders and the specifications on file with the Municipal Clerk.

IT IS FURTHER ORDERED that the Mayor is authorized to execute a construction contract with AJ Construction, Inc. for City Project COJ-RS-03 consistent with the bid accepted, the Invitation to Bidders, and the specifications on file with the Municipal Clerk.

Agenda Item # 7
July 28, 2026
(Anderson, Horhn)

Office of the City Attorney

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

OFFICE OF THE CITY ATTORNEY
6/22/26

OFFICE OF THE CITY ATTORNEY

This **ORDER ACCEPTING THE BID OF AJ CONSTRUCTION, INC. FOR CONSTRUCTION OF CITY PROJECT COJ-RS-03** is legally sufficient for placement in NOVUS Agenda.

Sondra O. Moncure
SONDRA MONCURE, SPECIAL ASSISTANT

6/22/26
DATE

Terry Williamson, *Legal Counsel* TW

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET June 18, 2026

DATE

	POINTS	COMMENTS
1.	**Brief Description/Purpose**	**ORDER ACCEPTING THE BID OF AJ CONSTRUCTION, INC. FOR CONSTRUCTION OF CITY PROJECT COJ-RS-03**
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 and Transportation 7. Quality of Life
3.	**Who will be affected**	Motorists using the resurfaced roads
4.	**Benefits**	Will provide a smoother, safer driving surface
5.	**Schedule (beginning date)**	Upon approval, the contract will be provided to the contractor to sign, and a notice to proceed will be issued upon obtaining all signatures
6.	**Location:** ▪ **WARD** ▪ **CITYWIDE (yes or no) (area)** ▪ **Project limits if applicable**	Various locations throughout the City
7.	**Action implemented by:** ▪ **City Department** ■ ▪ **Consultant** ☐ ▪	City of Jackson, Department of Public Works, Engineering Division
8.	**COST**	$2,049,399.70
9.	**Source of Funding** ▪ **General Fund** ☐ ▪ **Grant** ☐ ▪ **Bond** ☐ ▪ **Other** ■	Infrastructure Modernization Tax Fund Bonds

Revised 2-04

Department of Public Works

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

John Horhn
Mayor of the City of Jackson

MEMORANDUM

To: Hon. John Horhn, Mayor

From: Lorenzo Anderson, P.E., Director
Department of Public Works

Date: June 18, 2026

Subject: Agenda Item for City Council Meeting

Attached you will find an item for the agenda authorizing the Mayor to execute a construction contract with AJ Construction, Inc.

This project, funded through the Infrastructure Modernization Tax Fund Bonds, will repair and resurface various roadways in the City.

The City advertised for sealed competitive bids and received four bids on May 26, 2026. The bid received from AJ Construction, Inc. was the lowest responsive, responsible bid received. It is the recommendation of this office that the bid be accepted.

If you have any questions or comments, please do not hesitate to call me.

Bid Opening **City of Jackson, Mississippi**

Bid Tabulation COJ-RS-03 Road Resurfacing

Owner: City of Jackson, Mississippi
5/26/2026
Bid Opening Time: 3:30 PM
Construction Cost Estimate $1,793,545

	Bidder (Contractor)	Certificate of Responsibility No.	Bid Bonding Company	Base Bid	Non-Collusion Affidavit?	Acknowledged Addenum No.1	Acknowledged Addenum No. 2
1	AJ Construction, Inc.	16569-MC	Traveler's Casualty and Surety Company of America	$ 2,049,399.70	Y	Y	Y
2	APAC - Mississippi, Inc.	00095-MC	Federal Insurance Company	$ 2,863,799.95	Y	Y	Y
3	Adcamp, Inc.	08034-MC	Traveler's Casualty and Surety Company of America	$ 2,503,153.25	Y	Y	Y
4	Dickerson & Bowen Construction Co., Inc.	00012-MC	Traveler's Casualty and Surety Company of America	$ 2,544,156.26	Y	Y	Y

City of Jackson
Jackson, Mississippi

COJ-RS-03

26-May-2026

			LOW BIDDER OVER/UNDER		Preliminary		***ow Bid***	
							2,049,399.700	
							WJ Construction, Inc.	
							Traveler's Casualty and Surety Company of America	
			Unit	Total	Unit	Extended		
ROADWAY								
S-200-A	Mobilization	1.000 LS	$ 65,547.67	$ 65,547.67	150,000.0000	150,000.00	84,452.3300	84,452.33
S-202-C	Removal of Curb and Gutter (All Type)	100.000 LF	$ (25.00)	$ (2,500.00)	50.0000	5,000.00	75.0000	7,500.00
S-403-A	9.5 MM, MT, Asphalt Pavement	9597.000 CY	$ (34.30)	$ (329,177.10)	100.0000	959,700.00	134.3000	1,288,877.10
S-403-B	12.5-MM, ST, Asphalt Pavement, Leveling	213.000 TON	$ (36.96)	$ (7,872.48)	125.0000	26,625.00	161.9600	34,497.48
S-406-A	Cold Milling of Bituminous Pavement, All Depths	79317.000 TON	$ 0.49	$ 38,865.33	5.0000	396,585.00	4.5100	357,719.67
S-609-D	Combination Curb and Gutter	250.000 TON	$ (44.05)	$ (11,012.50)	50.0000	12,500.00	94.0500	23,512.50
S-613-E	Adjustment of Manholes	74.000 SY	$ (1,381.00)	$ (102,194.00)	500.0000	37,000.00	1,881.0000	139,194.00
S-613-E	Adjustment of Valves	18.000 LF	$ (127.00)	$ (2,286.00)	500.0000	9,000.00	627.0000	11,286.00
S-618-A	Maintenance Of Traffic	1.000 Each	$ 97,750.00	$ 97,750.00	150,000.0000	150,000.00	52,250.0000	52,250.00
S-618-B	Additional Construction Signs	0.000 Each	$ -	$ -	0.0000	0.00	0.0000	0.00
S-621-C	4" Wide Thermoplastic Edge Stripe (Continuous White) (60 Mils)	2.400 LS	$ (7,000.00)	$ (16,800.00)	2,500.0000	6,000.00	9,500.0000	22,800.00
S-621-E-1	4" Wide Thermoplastic Traffic Stripe (Continuous Yellow) (90 Mils)	12672.000 SF	$ (0.60)	$ (7,603.20)	1.2500	15,840.00	1.8500	23,443.20
S-621-H-1	Thermoplastic Legend (White)	2220.000 Mile	$ 4.00	$ 8,880.00	10.0000	22,200.00	6.0000	13,320.00
S-621-H-2	Thermoplastic Legend (White)	230.000 Mile	$ (2.00)	$ (460.00)	10.0000	2,300.00	12.0000	2,760.00
S-627-J	Two-Way Yellow Reflective High Performance Raised Markers	159.000 LF	$ (10.00)	$ (1,590.00)	5.0000	795.00	15.0000	2,385.00
TOTAL BID				-270,452.28		1,793,545.00		2,063,997.28
DIFFERENCE								14,597.58
PERCENTAGE OVER\(UNDER):								15.08%

Approved:

George Ford, P.E., Project Engineer

City of Jackson
Jackson, Mississippi

COJ-RS-03

26-May-2026

				2,503,153.25 Adcamp, Inc. Traveler's Casualty and Surety Company of America		2,544,156.26 Dickerson & Bowen Construction Co., Inc. Traveler's Casualty and Surety Company of America		2,863,799.95 APAC - Mississippi, Inc. Federal Insurance Company	
ROADWAY									
S-200-A	Mobilization	1.000	LS	230,000.0000	230,000.00	200,000.0000	200,000.00	300,000.0000	300,000.00
S-202-C	Removal of Curb and Gutter (All Type)	100.000	LF	55.5000	5,550.00	60.1600	6,016.00	55.5000	5,550.00
S-403-A	9.5 MM, MT, Asphalt Pavement	9597.000	CY	165.0000	1,583,505.00	155.0000	1,487,535.00	180.0000	1,727,460.00
S-403-B	12.5-MM, ST, Asphalt Pavement, Leveling	213.000	TON	190.0000	40,470.00	180.0000	38,340.00	200.0000	42,600.00
S-406-A	Cold Milling of Bituminous Pavement, All Depths	79317.000	TON	5.1500	408,482.55	7.5000	594,877.50	5.2500	416,414.25
S-609-D	Combination Curb and Gutter	250.000	TON	68.7500	17,187.50	74.5200	18,630.00	68.7500	17,187.50
S-613-E	Adjustment of Manholes	74.000	SY	450.0000	33,300.00	515.6600	38,158.84	1,200.0000	88,800.00
S-613-E	Adjustment of Valves	18.000	LF	275.0000	4,950.00	300.3900	5,407.02	60.0000	1,080.00
S-618-A	Maintenance Of Traffic	1.000	Each	115,000.0000	115,000.00	85,000.0000	85,000.00	200,000.0000	200,000.00
S-618-B	Additional Construction Signs	0.000	Each	10.0000	0.00	10.0000	0.00	10.0000	0.00
S-621-C	4" Wide Thermoplastic Edge Stripe (Continuous White) (60 Mils)	2.400	LS	9,500.0000	22,800.00	10,297.3100	24,713.54	9,500.0000	22,800.00
S-621-E-1	4" Wide Thermoplastic Traffic Stripe (Continuous Yellow) (90 Mils)	12672.000	SF	1.8500	23,443.20	2.0100	25,470.72	1.8500	23,443.20
S-621-H-1	Thermoplastic Legend (White)	2220.000	Mile	6.0000	13,320.00	6.5000	14,430.00	6.0000	13,320.00
S-621-H-2	Thermoplastic Legend (White)	230.000	Mile	12.0000	2,760.00	13.0100	2,992.30	12.0000	2,760.00
S-627-J	Two-Way Yellow Reflective High Performance Raised Markers	159.000	LF	15.0000	2,385.00	16.2600	2,585.34	15.0000	2,385.00
TOTAL BID					2,503,153.25		2,544,156.26		2,863,799.95
DIFFERENCE					0.00		0.00		0.00
PERCENTAGE OVER\(UNDER):					29.56%		41.85%		59.67%

Approved:

George Ford, P.E., Project Engineer

8

ORDER ACCEPTING THE BID OF ADCAMP, INC. FOR CONSTRUCTION OF CITY PROJECT COJ-RS-04

WHEREAS, the City of Jackson solicited sealed competitive bids for the construction of City Project COJ-RS-04; and

WHEREAS, in response to the advertisement for bids, four bids were submitted to the Municipal Clerk on May 26, 2026; and

WHEREAS, the bid of Adcamp, Inc., in the amount of $5,490,249.00, was the lowest responsive, responsible bid received; and

WHEREAS, the Public Works Department recommends that the governing authorities deem the bid of Adcamp, Inc., in the amount of $5,490,249.00, for City Project COJ-RS-04 to be the lowest and best bid.

IT IS, THEREFORE, ORDERED that the bid of Adcamp, Inc., in the amount of $5,490,249.00, for City Project COJ-RS-04 is accepted as the lowest and best bid, consistent with the Invitation to Bidders and the specifications on file with the Municipal Clerk.

IT IS FURTHER ORDERED that the Mayor is authorized to execute a construction contract with Adcamp, Inc. for City Project COJ-RS-04 consistent with the bid accepted, the Invitation to Bidders, and the specifications on file with the Municipal Clerk.

Agenda Item # 8
July 28, 2026
(Anderson, Horhn)

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
JUN 29 2020

OFFICE OF THE CITY ATTORNEY

This **ORDER ACCEPTING THE BID OF ADCAMP, INC. FOR CONSTRUCTION OF CITY PROJECT COJ-RS-04** is legally sufficient for placement in NOVUS Agenda.

Sondra O. Moncure
SONDRA MONCURE, SPECIAL ASSISTANT

6/29/20
DATE

Terry Williamson, *Legal Counsel* TW

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET June 18, 2026
DATE

	POINTS	COMMENTS
1.	**Brief Description/Purpose**	**ORDER ACCEPTING THE BID OF ADCAMP, INC. FOR CONSTRUCTION OF CITY PROJECT COJ-RS-04**
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 and Transportation 7. Quality of Life
3.	**Who will be affected**	Motorists using the resurfaced roads
4.	**Benefits**	Will provide a smoother, safer driving surface
5.	**Schedule (beginning date)**	Upon approval, the contract will be provided to the contractor to sign, and a notice to proceed will be issued upon obtaining all signatures
6.	**Location:** ▪ **WARD** ▪ **CITYWIDE (yes or no) (area)** ▪ **Project limits if applicable**	Various locations throughout the City
7.	**Action implemented by:** ▪ **City Department** ■ ▪ **Consultant** ☐ ▪	City of Jackson, Department of Public Works, Engineering Division
8.	**COST**	$5,490,249.00
9.	**Source of Funding** ▪ **General Fund** ☐ ▪ **Grant** ☐ ▪ **Bond** ☐ ▪ **Other** ■	Infrastructure Modernization Tax Fund Bonds

Revised 2-04

Department of Public Works

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

John Horhn
Mayor of the City of Jackson

MEMORANDUM

To: Hon. John Horhn, Mayor

From: Lorenzo Anderson, P.E., Director
Department of Public Works

Date: June 18, 2026

Subject: Agenda Item for City Council Meeting

Attached you will find an item for the agenda authorizing the Mayor to execute a construction contract with Adcamp, Inc.

This project, funded through the Infrastructure Modernization Tax Fund Bonds, will repair and resurface various roadways in the City.

The City advertised for sealed competitive bids and received four bids on May 26, 2026. The bid received from Adcamp, Inc. was the lowest responsive, responsible bid received. It is the recommendation of this office that the bid be accepted.

If you have any questions or comments, please do not hesitate to call me.

Bid Opening **City of Jackson, Mississippi**

Bid Tabulation COJ-RS-04 Road Resurfacing

Owner: City of Jackson, Mississippi
5/26/2026
Bid Opening Time: 3:30 PM
Construction Cost Estimate $1,793,545

	Bidder (Contractor)	Certificate of Responsibility No.	Bid Bonding Company	Base Bid	Non-Collusion Affidavit?	Acknowledged Addenum No.1	Acknowledged Addenum No. 2
1	AJ Construction, Inc.	06569-MC	Traveler's Casualty and Surety Company of America	$ 5,874,097.81	Y	Y	Y
2	APAC - Mississippi, Inc.	00095-MC	Federal Insurance Company	$ 8,397,414.75	Y	Y	Y
3	Adcamp, Inc.	08034-MC	Traveler's Casualty and Surety	$ 5,490,249.00	Y	Y	Y
4	Dickerson & Bowen Construction	00012-MC	Traveler's Casualty and Surety	$ 7,154,570.36	Y	Y	Y

City of Jackson
Jackson, Mississippi

COJ-RS-04

26-May-2026

			LOW BIDDER OVER/UNDER		Preliminary		***Low Bid***	
			Unit	Total	Unit	Extended	5,490,249.000 Adcamp, Inc. Traveler's Casualty and Surety Company of America	
ROADWAY								
S-200-A	Mobilization	1.000 LS	$ -	$ -	200,000.0000	200,000.00	200,000.0000	200,000.00
S-202-C	Removal of Curb and Gutter (All Type)	960.000 LF	$ 9.50	$ 9,120.00	50.0000	48,000.00	40.5000	38,880.00
S-203-A	Unclassified Excavation	140.000 CY	$ (145.50)	$ (20,370.00)	25.0000	3,500.00	170.5000	23,870.00
S-403-A	19 MM, ST, Asphalt Pavement	50.000 TON	$ (85.00)	$ (4,250.00)	150.0000	7,500.00	235.0000	11,750.00
S-403-A	9.5 MM, MT, Asphalt Pavement	28892.000 TON	$ (32.50)	$ (938,990.00)	100.0000	2,889,200.00	132.5000	3,828,190.00
S-403-B	12.5-MM, ST, Asphalt Pavement, Leveling	252.000 TON	$ (21.00)	$ (5,292.00)	125.0000	31,500.00	146.0000	36,792.00
S-405-A	Cold Milling of Bituminous Pavement, All Depths	238773.000 SY	$ 1.00	$ 238,773.00	5.0000	1,193,865.00	4.0000	955,092.00
S-609-D	Combination Curb and Gutter	960.000 LF	$ (14.25)	$ (13,680.00)	50.0000	48,000.00	64.2500	61,680.00
S-613-E	Adjustment of Manholes	247.000 Each	$ 115.00	$ 28,405.00	500.0000	123,500.00	385.0000	95,095.00
S-613-E	Adjustment of Valves	68.000 Each	$ 340.00	$ 23,120.00	500.0000	34,000.00	160.0000	10,880.00
S-618-A	Maintenance Of Traffic	1.000 LS	$ -	$ -	150,000.0000	150,000.00	150,000.0000	150,000.00
S-618-B	Additional Construction Signs	0.000 SF	$ (10.00)	$ -	0.0000	0.00	10.0000	0.00
S-621-C	4" Wide Thermoplastic Edge Stripe (Continuous White) (60 Mils)	2.200 Mile	$ (10,200.00)	$ (22,440.00)	2,500.0000	5,500.00	12,700.0000	27,940.00
S-621-E-1	4" Wide Thermoplastic Traffic Stripe (Continuous Yellow) (90 Mils)	11616.000 Mile	$ (1.25)	$ (14,520.00)	1.2500	14,520.00	2.5000	29,040.00
S-621-H-1	Thermoplastic Legend (White)	3600.000			10.0000	36,000.00	4.0000	14,400.00
S-627-J	Two-Way Yellow Reflective High Performance Raised Markers	332.000 LF	$ (15.00)	$ (4,980.00)	5.0000	1,660.00	20.0000	6,640.00
TOTAL BID				-725,104.00		4,786,745.00		5,490,249.00
DIFFERENCE								0.00
PERCENTAGE OVER\(UNDER):								14.70%

Approved:

George Ford, P.E., Project Engineer

City of Jackson
Jackson, Mississippi

COJ-RS-04

26-May-2026

				5,874,097.81 AJ Construction, Inc. Traveler's Casualty and Surety Company of America		7,154,570.36 Dickerson & Bowen Construction Co., Inc. Traveler's Casualty and Surety Company of America		8,397,414.75 HPAC - Mississippi, Inc. Federal Insurance Company	
ROADWAY									
S-200-A	Mobilization	1.000	LS	125,439.1900	125,439.19	275,000.0000	275,000.00	600,000.0000	600,000.00
S-202-C	Removal of Curb and Gutter (All Type)	960.000	LF	40.5000	38,880.00	43.9100	42,153.60	40.5000	38,880.00
S-203-A	Unclassified Excavation	140.000	CY	170.5000	23,870.00	184.8500	25,879.00	170.5000	23,870.00
S-403-A	19 MM, ST, Asphalt Pavement	50.000	TON	218.8600	10,943.00	250.0000	12,500.00	225.0000	11,250.00
S-403-A	9.5 MM, MT, Asphalt Pavement	28892.000	TON	128.4500	3,711,177.40	153.0000	4,420,476.00	185.0000	5,345,020.00
S-403-B	12.5-MM, ST, Asphalt Pavement, Leveling	252.000	TON	148.3500	37,384.20	175.0000	44,100.00	210.0000	52,920.00
S-406-A	Cold Milling of Bituminous Pavement, All Depths	238773.000	SY	4.1600	993,295.68	8.0000	1,910,184.00	5.7500	1,372,944.75
S-609-D	Combination Curb and Gutter	960.000	LF	67.1400	64,454.40	69.6600	66,873.60	64.2500	61,680.00
S-613-E	Adjustment of Manholes	247.000	Each	1,881.0000	464,607.00	515.7200	127,382.84	1,250.0000	308,750.00
S-613-E	Adjustment of Valves	68.000	Each	627.0000	42,636.00	300.4300	20,429.24	60.0000	4,080.00
S-618-A	Maintenance Of Traffic	1.000	LS	283,390.9400	283,390.94	125,000.0000	125,000.00	500,000.0000	500,000.00
S-618-B	Additional Construction Signs	0.000	SF	0.0000	0.00	10.0000	0.00	10.0000	0.00
S-621-C	4" Wide Thermoplastic Edge Stripe (Continuous White) (60 Mils)	2.200	Mile	12,700.0000	27,940.00	13,768.6200	30,290.96	12,700.0000	27,940.00
S-621-E-1	4" Wide Thermoplastic Traffic Stripe (Continuous Yellow) (90 Mils)	11616.000	Mile	2.5000	29,040.00	2.7100	31,479.36	2.5000	29,040.00
S-621-H-1	Thermoplastic Legend (White)	3600.000		4.0000	14,400.00	4.3400	15,624.00	4.0000	14,400.00
S-627-J	Two-Way Yellow Reflective High Performance Raised Markers	332.000	LF	20.0000	6,640.00	21.6800	7,197.76	20.0000	6,640.00
TOTAL BID					5,874,097.81		7,154,570.36		8,397,414.75
DIFFERENCE					0.00		0.00		0.00
PERCENTAGE OVER\ (UNDER) :					22.72%		43.47%		75.43%

Approved:

George Ford, P.E., Project Engineer

9

ORDER ACCEPTING THE BID OF AJ CONSTRUCTION, INC. FOR CONSTRUCTION OF CITY PROJECT COJ-RS-06

WHEREAS, the City of Jackson solicited sealed competitive bids for the construction of City Project COJ-RS-06; and

WHEREAS, in response to the advertisement for bids, four bids were submitted to the Municipal Clerk on May 26, 2026; and

WHEREAS, the bid of AJ Construction, Inc., in the amount of $2,413,255.12, was the lowest responsive, responsible bid received; and

WHEREAS, the Public Works Department recommends that the governing authorities deem the bid of AJ Construction, Inc., in the amount of $2,413,255.12, for City Project COJ-RS-06 to be the lowest and best bid.

IT IS, THEREFORE, ORDERED that the bid of AJ Construction, Inc., in the amount of $2,413,255.12, for City Project COJ-RS-06 is accepted as the lowest and best bid, consistent with the Invitation to Bidders and the specifications on file with the Municipal Clerk.

IT IS FURTHER ORDERED that the Mayor is authorized to execute a construction contract with AJ Construction, Inc. for City Project COJ-RS-06 consistent with the bid accepted, the Invitation to Bidders, and the specifications on file with the Municipal Clerk.

Agenda Item # 9
July 28, 2026
(Anderson, Horhn)

Office of the City Attorney

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

OFFICE OF THE CITY ATTORNEY

This **ORDER ACCEPTING THE BID OF AJ CONSTRUCTION, INC. FOR CONSTRUCTION OF CITY PROJECT COJ-RS-06** is legally sufficient for placement in NOVUS Agenda.

Sondra O. Moncure
SONDRA MONCURE, SPECIAL ASSISTANT

10/22/24
DATE

Terry Williamson, *Legal Counsel*

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET June 18, 2026
DATE

	POINTS	COMMENTS
1.	**Brief Description/Purpose**	**ORDER ACCEPTING THE BID OF AJ CONSTRUCTION, INC. FOR CONSTRUCTION OF CITY PROJECT COJ-RS-06**
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 and Transportation 7. Quality of Life
3.	**Who will be affected**	Motorists using the resurfaced roads
4.	**Benefits**	Will provide a smoother, safer driving surface
5.	**Schedule (beginning date)**	Upon approval, the contract will be provided to the contractor to sign, and a notice to proceed will be issued upon obtaining all signatures
6.	**Location:** ▪ **WARD** ▪ **CITYWIDE (yes or no) (area)** ▪ **Project limits if applicable**	Various locations throughout the City
7.	**Action implemented by:** ▪ **City Department** ■ ▪ **Consultant** ☐ ▪	City of Jackson, Department of Public Works, Engineering Division
8.	**COST**	$2,413,255.12
9.	**Source of Funding** ▪ **General Fund** ☐ ▪ **Grant** ☐ ▪ **Bond** ☐ ▪ **Other** ■	Infrastructure Modernization Tax Fund Bonds

Revised 2-04

Department of Public Works

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

John Horhn
Mayor of the City of Jackson

MEMORANDUM

To: Hon. John Horhn, Mayor

From: Lorenzo Anderson, P.E., Director
Department of Public Works

Date: June 18, 2026

Subject: Agenda Item for City Council Meeting

Attached you will find an item for the agenda authorizing the Mayor to execute a construction contract with AJ Construction, Inc.

This project, funded through the Infrastructure Modernization Tax Fund Bonds, will repair and resurface various roadways in the City.

The City advertised for sealed competitive bids and received four bids on May 26, 2026. The bid received from AJ Construction, Inc. was the lowest responsive, responsible bid received. It is the recommendation of this office that the bid be accepted.

If you have any questions or comments, please do not hesitate to call me.

Bid Opening **City of Jackson, Mississippi**

Bid Tabulation COJ-RS-06 Road Resurfacing

Owner: City of Jackson, Mississippi
5/26/2026
Bid Opening Time: 3:30 PM
Construction Cost Estimate $2,010,025

	Bidder (Contractor)	Certificate of Responsibility No.	Bid Bonding Company	Base Bid	Non-Collusion Affidavit?	Acknowledged Addenum No.1	Acknowledged Addenum No. 2
1	AJ Construction, Inc.	16569-MC	Traveler's Casualty and Surety Company of America	$ 2,413,255.12	Y	Y	Y
2	APAC - Mississippi, Inc.	00095-MC	Federal Insurance Company	$ 2,717,164.00	Y	Y	Y
3	Dickerson & Bowen Construction Co., Inc.	00012-MC	Traveler's Casualty and Surety Company of America	$ 2,513,579.35	Y	Y	Y
4	Two Oaks Construction LLC	25651-SC	Developers Surety and Indemnity Company	$ 3,687,652.00	Y	Y	Y

City of Jackson
Jackson, Mississippi

COJ-RS-06

26-May-2026

			LOW BIDDER OVER/UNDER		Preliminary		***Low Bid***	
			Unit	Total	Unit	Extended	2,413,255.120 AJ Construction, Inc. Traveler's Casualty and Surety Company of America	
ROADWAY								
S-200-A	Mobilization	1.000 LS	$ 52,707.25	$ 52,707.25	200,000.0000	200,000.00	147,292.7500	147,292.75
S-202-C	Removal of Curb and Gutter (All Type)	548.000 LF	$ 5.00	$ 2,740.00	50.0000	27,400.00	45.0000	24,660.00
S-202-D	Removal of Sidewalk (All Type)	60.000 SY	$ (31.25)	$ (1,875.00)	50.0000	3,000.00	81.2500	4,875.00
S-203-A	Unclassified Excavation	200.000 CY	$ (135.00)	$ (27,000.00)	25.0000	5,000.00	160.0000	32,000.00
S-403-A	19 MM, ST. Asphalt Pavement	245.000 TON	$ (20.39)	$ (5,142.55)	150.0000	36,750.00	170.9900	41,892.55
S-403-A	9.5 MM, MT, Asphalt Pavement	9583.000 TON	$ (32.55)	$ (311,926.65)	100.0000	958,300.00	132.5500	1,270,226.65
S-403-B	12.5-MM, ST, Asphalt Pavement, Leveling	968.000 TON	$ (0.58)	$ (561.44)	125.0000	121,000.00	125.5800	121,561.44
S-406-A	Cold Milling of Bituminous Pavement, All Depths	70400.000 SY	$ 1.03	$ 72,512.00	5.0000	352,000.00	3.9700	279,488.00
S-608-A	Concrete Sidewalk	100.000 SY	$ (57.27)	$ (5,727.00)	65.0000	6,500.00	122.2700	12,227.00
S-609-D	Combination Curb and Gutter	548.000 LF	$ (15.84)	$ (8,680.32)	50.0000	27,400.00	65.8400	36,080.32
S-613-E	Adjustment of Manholes	50.000 Each	$ (1,381.00)	$ (69,050.00)	500.0000	25,000.00	1,881.0000	94,050.00
S-613-E	Adjustment of Valves	25.000 Each	$ (127.00)	$ (3,175.00)	500.0000	12,500.00	627.0000	15,675.00
S-618-A	Maintenance Of Traffic	1.000 LS	$ (23,241.41)	$ (23,241.41)	150,000.0000	150,000.00	173,241.4100	173,241.41
S-618-B	Additional Construction Signs	0.000 SF	$ -	$ -	0.0000	0.00	0.0000	0.00
S-621-A	4" Wide Thermoplastic Traffic Stripe Skip White	4.000 Mile	$ (4,500.00)	$ (18,000.00)	2,500.0000	10,000.00	7,000.0000	28,000.00
S-621-C	4" Wide Thermoplastic Edge Stripe (Continuous White) (60 Mils)	4.000 Mile	$ (9,500.00)	$ (38,000.00)	2,500.0000	10,000.00	12,000.0000	48,000.00
S-621-E-1	4" Wide Thermoplastic Traffic Stripe (Continuous Yellow) (90 Mils)	21120.000 LF	$ (1.25)	$ (26,400.00)	1.2500	26,400.00	2.5000	52,800.00
S-621-H-1	Thermoplastic Legend (White)	3000.000 LF	$ 5.50	$ 16,500.00	10.0000	30,000.00	4.5000	13,500.00
S-621-H-2	Thermoplastic Legend (White)	576.000 SF	$ (5.00)	$ (2,880.00)	10.0000	5,760.00	15.0000	8,640.00
S-627-J	Two-Way Yellow Reflective High Performance Raised Markers	603.000 Each	$ (10.00)	$ (6,030.00)	5.0000	3,015.00	15.0000	9,045.00
TOTAL BID				-403,230.12		2,010,025.00		2,413,255.12
DIFFERENCE								0.00
PERCENTAGE OVER\ (UNDER):								20.06%

Approved:

George Ford, P.E., Project Engineer

City of Jackson
Jackson, Mississippi

20J-RS-06

26-May-2026

				2,513,579.35 Dickerson & Bowen Construction Co., Inc. Traveler's Casualty and Surety Company of America		2,717,164.00 APAC - Mississippi, Inc. Federal Insurance Company	
ROADWAY							
S-200-A	Mobilization	1.000	LS	220,000.0000	220,000.00	200,000.0000	200,000.00
S-202-C	Removal of Curb and Gutter (All Type)	548.000	LF	47.9400	26,271.12	45.0000	24,660.00
S-202-D	Removal of Sidewalk (All Type)	60.000	SY	86.5700	5,194.20	81.2500	4,875.00
S-203-A	Unclassified Excavation	200.000	CY	170.4800	34,096.00	160.0000	32,000.00
S-403-A	19 MM, ST, Asphalt Pavement	245.000	TON	180.0000	44,100.00	176.0000	43,120.00
S-403-A	9.5 MM, MT, Asphalt Pavement	9583.000	TON	140.0000	1,341,620.00	160.0000	1,533,280.00
S-403-B	12.5-MM, ST, Asphalt Pavement, Leveling	968.000	TON	145.0000	140,360.00	170.0000	164,560.00
S-406-A	Cold Milling of Bituminous Pavement, All Depths	70400.000	SY	5.0000	352,000.00	3.6500	256,960.00
S-608-A	Concrete Sidewalk	100.000	SY	124.6700	12,467.00	117.0000	11,700.00
S-609-D	Combination Curb and Gutter	548.000	LF	67.1200	36,781.76	63.0000	34,524.00
S-613-E	Adjustment of Manholes	50.000	Each	468.4200	23,421.00	1,000.0000	50,000.00
S-613-E	Adjustment of Valves	25.000	Each	276.0500	6,901.25	60.0000	1,500.00
S-618-A	Maintenance Of Traffic	1.000	LS	100,000.0000	100,000.00	200,000.0000	200,000.00
S-618-B	Additional Construction Signs	0.000	SF	10.0000	0.00	10.0000	0.00
S-621-A	4" Wide Thermoplastic Traffic Stripe Skip White	4.000	Mile	7,458.4500	29,833.80	7,000.0000	28,000.00
S-621-C	4" Wide Thermoplastic Edge Stripe (Continuous White) (60 Mils)	4.000	Mile	12,785.9000	51,143.60	12,000.0000	48,000.00
S-621-E-1	4" Wide Thermoplastic Traffic Stripe (Continuous Yellow) (90 Mils)	21120.000	LF	2.6600	56,179.20	2.5000	52,800.00
S-621-H-1	Thermoplastic Legend (White)	3000.000	LF	4.7900	14,370.00	4.5000	13,500.00
S-621-H-2	Thermoplastic Legend (White)	576.000	SF	15.9800	9,204.48	15.0000	8,640.00
S-627-J	Two-Way Yellow Reflective High Performance Raised Markers	603.000	Each	15.9800	9,635.94	15.0000	9,045.00
TOTAL BID					2,513,579.35		2,717,164.00
DIFFERENCE					0.00		0.00
PERCENTAGE OVER\(UNDER):					25.05%		35.18%

Approved:

George Ford, P.E., Project Engineer

10

ORDER ACCEPTING THE BID OF APAC-MISSISSIPPI, INC. FOR CONSTRUCTION OF CITY PROJECT COJ-RS-07

WHEREAS, the City of Jackson solicited sealed competitive bids for the construction of City Project COJ-RS-07; and

WHEREAS, in response to the advertisement for bids, three bids were submitted to the Municipal Clerk on May 26, 2026; and

WHEREAS, the bid of APAC-Mississippi, Inc., in the amount of $3,775,608.51, was the lowest responsive, responsible bid received; and

WHEREAS, the Public Works Department recommends that the governing authorities deem the bid of APAC-Mississippi, Inc., in the amount of $3,775,608.51, for City Project COJ-RS-07 to be the lowest and best bid.

IT IS, THEREFORE, ORDERED that the bid of APAC-Mississippi, Inc., in the amount of $3,775,608.51, for City Project COJ-RS-07 is accepted as the lowest and best bid, consistent with the Invitation to Bidders and the specifications on file with the Municipal Clerk.

IT IS FURTHER ORDERED that the Mayor is authorized to execute a construction contract with APAC-Mississippi, Inc. for City Project COJ-RS-07 consistent with the bid accepted, the Invitation to Bidders, and the specifications on file with the Municipal Clerk.

Agenda Item # 10
July 28, 2026
(Anderson, Horhn)

Office of the City Attorney

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

OFFICE OF THE CITY ATTORNEY

This **ORDER ACCEPTING THE BID OF APAC-MISSISSIPPI, INC. FOR CONSTRUCTION OF CITY PROJECT COJ-RS-07** is legally sufficient for placement in NOVUS Agenda.

Sondra O. Moncure
SONDRA MONCURE, SPECIAL ASSISTANT

6/22/26
DATE

Terry Williamson, *Legal Counsel* TSW

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

June 18, 2026
DATE

	POINTS	COMMENTS
1.	**Brief Description/Purpose**	**ORDER ACCEPTING THE BID OF APAC-MISSISSIPPI, INC. FOR CONSTRUCTION OF CITY PROJECT COJ-RS-07**
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 and Transportation 7. Quality of Life
3.	**Who will be affected**	Motorists using the resurfaced roads
4.	**Benefits**	Will provide a smoother, safer driving surface
5.	**Schedule (beginning date)**	Upon approval, the contract will be provided to the contractor to sign, and a notice to proceed will be issued upon obtaining all signatures
6.	**Location:** ▪ **WARD** ▪ **CITYWIDE (yes or no) (area)** ▪ **Project limits if applicable**	Various locations throughout the City
7.	**Action implemented by:** ▪ **City Department** ■ ▪ **Consultant** ☐ ▪	City of Jackson, Department of Public Works, Engineering Division
8.	**COST**	$3,775,608.51
9.	**Source of Funding** ▪ **General Fund** ☐ ▪ **Grant** ☐ ▪ **Bond** ☐ ▪ **Other** ■	Infrastructure Modernization Tax Fund Bonds

Revised 2-04

Department of Public Works

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

John Horhn
Mayor of the City of Jackson

MEMORANDUM

To: Hon. John Horhn, Mayor

From: Lorenzo Anderson, P.E., Director
Department of Public Works

Date: June 18, 2026

Subject: Agenda Item for City Council Meeting

Attached you will find an item for the agenda authorizing the Mayor to execute a construction contract with APAC-Mississippi, Inc.

This project, funded through the Infrastructure Modernization Tax Fund Bonds, will repair and resurface various roadways in the City.

The City advertised for sealed competitive bids and received three bids on May 26, 2026. The bid received from APAC-Mississippi, Inc. was the lowest responsive, responsible bid received. It is the recommendation of this office that the bid be accepted.

If you have any questions or comments, please do not hesitate to call me.

Bid Opening **City of Jackson, Mississippi**

Bid Tabulation COJ-RS-07 Road Resurfacing

Owner: City of Jackson, Mississippi
5/26/2026
Bid Opening Time: 3:30 PM
Construction Cost Estimate $4,000,345

	Bidder (Contractor)	Certificate of Responsibility No.	Bid Bonding Company	Base Bid	Non-Collusion Affidavit?	Acknowledged Addenum No.1	Acknowledged Addenum No. 2
1	AJ Construction, Inc.	16569-MC	Traveler's Casualty and Surety Company of America	$ 4,138,027.21	Y	Y	Y
2	APAC - Mississippi, Inc.	00095-MC	Federal Insurance Company	$ 3,775,608.51	Y	Y	Y
3	Dickerson & Bowen Construction Co., Inc.	00012-MC	Traveler's Casualty and Surety Company of America	$ 4,378,513.06	Y	Y	Y

City of Jackson
Jackson, Mississippi

COJ-RS-07

26-May-2026

			LOW BIDDER OVER/UNDER		Preliminary		***Low Bid***	
							3,775,608.510	
							APAC - Mississippi, Inc.	
							Federal Insurance Company	
			Unit	Total	Unit	Extended		
ROADWAY								
S-200-A	Mobilization	1.000 LS	$ -	$ -	200,000.0000	200,000.00	200,000.0000	200,000.00
S-202-C	Removal of Curb and Gutter (All Type)	1665.000 LF	$ 10.00	$ 16,650.00	50.0000	83,250.00	40.0000	66,600.00
S-202-D	Removal of Sidewalk (All Type)	200.000 SY	$ 10.00	$ 2,000.00	50.0000	10,000.00	40.0000	8,000.00
S-203-A	Unclassified Excavation	200.000 CY	$ (190.00)	$ (38,000.00)	25.0000	5,000.00	215.0000	43,000.00
S-403-A	19 MM, ST, Asphalt Pavement	200.000 TON	$ (14.55)	$ (2,910.00)	150.0000	30,000.00	164.5500	32,910.00
S-403-A	9.5 MM, MT, Asphalt Pavement	17392.000 TON	$ (27.35)	$ (475,671.20)	100.0000	1,739,200.00	127.3500	2,214,871.20
S-403-B	12.5-MM, ST, Asphalt Pavement, Leveling	1976.000 TON	$ (7.00)	$ (13,832.00)	125.0000	247,000.00	132.0000	260,832.00
S-406-A	Cold Milling of Bituminous Pavement, All Depths	143733.000 SY	$ 2.93	$ 421,137.69	5.0000	718,665.00	2.0700	297,527.31
S-608-A	Concrete Sidewalk	200.000 SY	$ (75.00)	$ (15,000.00)	65.0000	13,000.00	140.0000	28,000.00
S-609-D	Combination Curb and Gutter	1665.000 LF	$ (20.00)	$ (33,300.00)	50.0000	83,250.00	70.0000	116,550.00
S-613-E	Adjustment of Manholes	98.000 Each	$ 4,235.00	$ 415,030.00	5,000.0000	490,000.00	765.0000	74,970.00
S-613-E	Adjustment of Valves	35.000 Each	$ 312.00	$ 10,920.00	500.0000	17,500.00	188.0000	6,580.00
S-618-A	Maintenance Of Traffic	1.000 LS	$ 25,000.00	$ 25,000.00	200,000.0000	200,000.00	175,000.0000	175,000.00
S-618-B	Additional Construction Signs	0.000 SF	$ (10.00)	$ -	0.0000	0.00	10.0000	0.00
S-621-A	4" Wide Thermoplastic Traffic Stripe Skip White	7.000 Mile	$ (4,000.00)	$ (28,000.00)	2,500.0000	17,500.00	6,500.0000	45,500.00
S-621-C	4" Wide Thermoplastic Edge Stripe (Continuous White) (60 Mils)	7.000 Mile	$ (7,000.00)	$ (49,000.00)	2,500.0000	17,500.00	9,500.0000	66,500.00
S-621-E-1	4" Wide Thermoplastic Traffic Stripe (Continuous Yellow) (90 Mils)	36960.000 LF	$ (0.55)	$ (20,328.00)	1.2500	46,200.00	1.8000	66,528.00
S-621-H-1	Thermoplastic Legend (White)	6000.000 LF	$ 4.00	$ 24,000.00	10.0000	60,000.00	6.0000	36,000.00
S-621-H-2	Thermoplastic Legend (White)	1700.000 SF	$ (2.00)	$ (3,400.00)	10.0000	17,000.00	12.0000	20,400.00
S-627-J	Two-Way Yellow Reflective High Performance Raised Markers	1056.000 Each	$ (10.00)	$ (10,560.00)	5.0000	5,280.00	15.0000	15,840.00
TOTAL BID				224,736.49		4,000,345.00		3,775,608.51
DIFFERENCE								0.00
PERCENTAGE OVER\(UNDER):								-5.62%

Approved:

George Ford, P.E., Project Engineer

City of Jackson
Jackson, Mississippi

COJ-RS-07

26-May-2026

				4,138,027.21 AJ Construction, Inc. Traveler's Casualty and Surety Company of America		4,378,513.06 Dickerson & Bowen Construction Co., Inc. Traveler's Casualty and Surety Company of America	
ROADWAY							
S-200-A	Mobilization	1.000	LS	104,604.5000	104,604.50	250,000.0000	250,000.00
S-202-C	Removal of Curb and Gutter (All Type)	1665.000	LF	40.0000	66,600.00	42.6300	70,978.95
S-202-D	Removal of Sidewalk (All Type)	200.000	SY	40.0000	8,000.00	42.6300	8,526.00
S-203-A	Unclassified Excavation	200.000	CY	215.0000	43,000.00	229.1200	45,824.00
S-403-A	19 MM, ST, Asphalt Pavement	200.000	TON	163.2300	32,646.00	180.0000	36,000.00
S-403-A	9.5 MM, MT, Asphalt Pavement	17392.000	TON	128.4600	2,234,176.32	138.0000	2,400,096.00
S-403-B	12.5-MM, ST, Asphalt Pavement, Leveling	1976.000	TON	126.1600	249,292.16	145.0000	286,520.00
S-406-A	Cold Milling of Bituminous Pavement, All Depths	143733.000	SY	3.2000	459,945.60	5.0000	718,665.00
S-608-A	Concrete Sidewalk	200.000	SY	146.3000	29,260.00	149.1900	29,838.00
S-609-D	Combination Curb and Gutter	1665.000	LF	73.1500	121,794.75	74.6000	124,209.00
S-613-E	Adjustment of Manholes	98.000	Each	1,881.0000	184,338.00	468.4300	45,906.14
S-613-E	Adjustment of Valves	35.000	Each	627.0000	21,945.00	276.0600	9,662.10
S-618-A	Maintenance Of Traffic	1.000	LS	331,656.8800	331,656.88	85,000.0000	85,000.00
S-618-B	Additional Construction Signs	0.000	SF	0.0000	0.00	10.0000	0.00
S-621-A	4" Wide Thermoplastic Traffic Stripe Skip White	7.000	Mile	6,500.0000	45,500.00	6,926.9200	48,488.44
S-621-C	4" Wide Thermoplastic Edge Stripe (Continuous White) (60 Mils)	7.000	Mile	9,500.0000	66,500.00	10,123.9700	70,867.79
S-621-E-1	4" Wide Thermoplastic Traffic Stripe (Continuous Yellow) (90 Mils)	36960.000	LF	1.8000	66,528.00	1.9200	70,963.20
S-621-H-1	Thermoplastic Legend (White)	6000.000	LF	6.0000	36,000.00	6.3900	38,340.00
S-621-H-2	Thermoplastic Legend (White)	1700.000	SF	12.0000	20,400.00	12.7900	21,743.00
S-627-J	Two-Way Yellow Reflective High Performance Raised Markers	1056.000	Each	15.0000	15,840.00	15.9900	16,885.44
TOTAL BID					4,138,027.21		4,378,513.06
DIFFERENCE					0.00		0.00
PERCENTAGE OVER\(UNDER):					0.00%		5.45%

Approved:

George Ford, P.E., Project Engineer

11

ORDER ACCEPTING THE BID OF PINNACLE CONSTRUCTION GROUP, LLC FOR CONSTRUCTION OF CITY PROJECT COJ-CC-01

WHEREAS, the City of Jackson solicited sealed competitive bids for the construction of City Project COJ-CC-01; and

WHEREAS, eight bids were received, but one of the bids was rejected because the bidder failed to include a certificate of responsibility number with their electronic bid; and

WHEREAS, all bids were submitted to the Municipal Clerk on May 26, 2026; and

WHEREAS, the bid of Pinnacle Construction Group, LLC, in the amount of $726,500.00, was the lowest responsive, responsible bid received; and

WHEREAS, the Public Works Department recommends that the governing authorities deem the bid of Pinnacle Construction Group, LLC, in the amount of $726,500.00, for City Project COJ-CC-01 to be the lowest and best bid.

IT IS, THEREFORE, ORDERED that the bid of Pinnacle Construction Group, LLC, in the amount of $726,500.00, for City Project COJ-CC-01 is accepted as the lowest and best bid, consistent with the Invitation to Bidders and the specifications on file with the Municipal Clerk.

IT IS FURTHER ORDERED that the Mayor is authorized to execute a construction contract with Pinnacle Construction, Group LLC for City Project COJ-CC-01 consistent with the bid accepted, the Invitation to Bidders, and the specifications on file with the Municipal Clerk.

Agenda Item # 11
July 28, 2026
(Anderson, Horhn)

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
JAN 22 2026

OFFICE OF THE CITY ATTORNEY

This **ORDER ACCEPTING THE BID OF PINNACLE CONSTRUCTION GROUP, LLC FOR CONSTRUCTION OF CITY PROJECT COJ-CC-01** is legally sufficient for placement in NOVUS Agenda.

Sondra O. Moncure
SONDRA MONCURE, SPECIAL ASSISTANT

1/22/26
DATE

Terry Williamson, *Legal Counsel* TW

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET June 18, 2026
DATE

	POINTS	COMMENTS
1.	**Brief Description/Purpose**	**ORDER ACCEPTING THE BID OF PINNACLE CONSTRUCTION GROUP, LLC FOR CONSTRUCTION OF CITY PROJECT COJ-CC-01**
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 and Transportation 7. Quality of Life
3.	**Who will be affected**	Residents living along and downstream of the waterway segments being grubbed and cleared
4.	**Benefits**	Will provide better drainage and reduce the likelihood of flash flooding
5.	**Schedule (beginning date)**	Upon approval, the contract will be provided to the contractor to sign, and a notice to proceed will be issued upon obtaining all signatures
6.	**Location:** ▪ **WARD** ▪ **CITYWIDE (yes or no) (area)** ▪ **Project limits if applicable**	Various locations throughout the City
7.	**Action implemented by:** ▪ **City Department** ■ ▪ **Consultant** ☐ ▪	City of Jackson, Department of Public Works, Engineering Division
8.	**COST**	$726,500.00
9.	**Source of Funding** ▪ **General Fund** ☐ ▪ **Grant** ☐ ▪ **Bond** ☐ ▪ **Other** ■	Infrastructure Modernization Tax Fund Bonds

Revised 2-04

Department of Public Works

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

John Horhn
Mayor of the City of Jackson

MEMORANDUM

To: Hon. John Horhn, Mayor

From: Lorenzo Anderson, P.E., Director
Department of Public Works

Date: June 18, 2026

Subject: Agenda Item for City Council Meeting

Attached you will find an item for the agenda authorizing the Mayor to execute a construction contract with Pinnacle Construction Group, LLC.

This project, funded through the Infrastructure Modernization Tax Fund Bonds, will clear the following waterway segments:

Eubank Creek Channel Clearing
Belhaven Tributary Channel Clearing
Cany Creek Tributary Channel Clearing

The City advertised for sealed competitive bids and received eight bids on May 26, 2026. The bid of Wright Construction Group, LLC had to be rejected under Mississippi law because the electronic bid did not include a certificate of responsibility number, which is the state license required for contractors performing work costing more than $50,000.00. The bid received from Pinnacle Construction Group, LLC was the lowest responsive, responsible bid received. It is the recommendation of this office that the bid be accepted.

If you have any questions or comments, please do not hesitate to call me.

Bid Opening **City of Jackson, Mississippi**

Bid Tabulation COJ-CC-01 Creek Clearing (4 Sites)

Owner: City of Jackson, Mississippi
5/26/2026
Bid Opening Time 3:30:00 PM
Construction Cost Estimate $2,196,500.00

	Bidder (Contractor)	Certificate of Responsibility No.	Bid Bonding Company	Base Bid	Non-Collusion Affidavit?	Acknowledged Addenum No.1	Acknowledged Addenum No. 2
1	Innovative Performance Construction Company, LLC	20154-MC	Developers Surety and Indemnity Company	$ 4,197,500.00	Y	Y	Y
2	Good Hope Recovery, LLC	24619-SC	Cashier Check ($156,791.67)	$ 3,135,833.33	Y	Y	Y
3	Hughes 360 Services, LLC	27452-SC	Nationwide Mutual Insurance Company	$ 789,000.00	Y	Y	Y
4	Look Great Services of MS, Inc.	18782-MC	Fidelity and Deposit Company of Maryland	$ 2,242,000.00	Y	Y	Y
5	Pinnacle Construction Group, LLC	25878-SC	Palomar Casualty and Surety Company	$ 726,500.00	Y	Y	Y
6	R&L Unliminted, LLC	23048-MC	Nationwide Mutual Insurance Company	$ 1,633,500.00	Y	Y	Y
7	Southeastern Pipeline & Environmental	23529-MC	Palomar Casualty and Surety Company	$ 1,110,500.00	Y	Y	Y

City of Jackson
Jackson, MS

COJ-CC-01

26-May-2026

Site No.	Project Summary		LOW BIDDER OVER/UNDER Unit	LOW BIDDER OVER/UNDER Total	Preliminary Unit	Preliminary Extended	***Low Bid*** 726,500.00 Pinnacle Construction Group, LLC / Palomar Casualty and Surety Company	
1	Site No. COJ-01-A01 (Tributary Creek Clearing	1.000 LS	$ 292,060.00	$ 292,060.00	361,000.0000	361,000.00	61,500.0000	61,500.00
2	Site No. COJ-07-A01 (Eubank Creek Channel Clearing)	1.000 LS	$ 617,650.00	$ 617,650.00	790,000.0000	790,000.00	155,000.0000	155,000.00
3	Site No. COJ-07-A02 (Belhaven Tributary Channel Clearing)	1.000 LS	$ 151,190.00	$ 151,190.00	178,000.0000	178,000.00	40,000.0000	40,000.00
4	Site No. COJ-07-A01 (Cany Creek Tributary Channel Clearing)	1.000 LS	$ 420,100.00	$ 420,100.00	535,000.0000	535,000.00	100,000.0000	100,000.00
5	Loose Rip Rap (300LB.) (Tons)	2500.000 Ton	$ (11.80)	$ (29,500.00)	75.0000	187,500.00	110.0000	275,000.00
6	Geotextile Fabric Under RipRap Type V AOS<0.43, Non-Woven (Square Yard)	4000.000 SY	$ 0.25	$ 1,000.00	5.0000	20,000.00	5.0000	20,000.00
7	Borrow Excavation (Class 9) (Cubic Yard)	2500.000 CY	$ 19.55	$ 48,875.00	50.0000	125,000.00	30.0000	75,000.00
TOTAL BID				$ 1,481,000.00		2,196,500.00		$ 726,500.00
DIFFERENCE								0.00
PERCENTAGE OVER\(UNDER):								-66.92%

Approved:

George For[illegible] P.E., Project Engineer

City of Jackson
Jackson, MS

COJ-CC-01

26-May-2026

Site No.	Project Summary			789,000.00 Hughes 360 Services, LLC Nationwide Mutual Insurance Company		1,110,500.00 Southeastern Pipeline & Environmental Palomar Casualty and Surety Company		1,633,500.00 R&L Unliminted, LLC Nationwide Mutual Insurance Company	
1	Site No. COJ-01-A01 (Tributary Creek Clearing	1.000	LS	79,200.0000	79,200.00	90,000.0000	90,000.00	155,000.0000	155,000.00
2	Site No. COJ-07-A01 (Eubank Creek Channel Clearing)	1.000	LS	198,000.0000	198,000.00	432,000.0000	432,000.00	485,000.0000	485,000.00
3	Site No. COJ-07-A02 (Belhaven Tributary Channel Clearing)	1.000	LS	37,800.0000	37,800.00	49,000.0000	49,000.00	130,000.0000	130,000.00
4	Site No. COJ-07-A01 (Cany Creek Tributary Channel Clearing)	1.000	LS	132,000.0000	132,000.00	210,000.0000	210,000.00	300,000.0000	300,000.00
5	Loose Rip Rap (300LB.) (Tons)	2500.000	Ton	100.0000	250,000.00	105.0000	262,500.00	165.0000	412,500.00
6	Geotextile Fabric Under RipRap Type V AOS<0.43, Non-Woven (Square Yard)	4000.000	SY	8.0000	32,000.00	3.0000	12,000.00	14.0000	56,000.00
7	Borrow Excavation (Class 9) (Cubic Yard)	2500.000	CY	24.0000	60,000.00	22.0000	55,000.00	38.0000	95,000.00
TOTAL BID					$ 789,000.00		$ 1,110,500.00		$ 1,633,500.00
DIFFERENCE					0.00		0.00		0.00
PERCENTAGE OVER\(UNDER):					-64.08%		-49.44%		-25.63%

Approved:

George For P.E., Project Engineer

City of Jackson
Jackson, MS

COJ-CC-01

26-May-2026

Site No.	Project Summary			2,242,000.00 Look Great Services of MS, Inc. Fidelity and Deposit Company of Maryland		3,135,833.33 Good Hope Recovery, LLC Cashier Check ($156,791.67)		4,197,500.00 Innovative Performance Construction Company, LLC Developers Surety and Indemnity Company	
1	Site No. COJ-01-A01 (Tributary Creek Clearing	1.000	LS	324,000.0000	324,000.00	484,600.0000	484,600.00	630,000.0000	630,000.00
2	Site No. COJ-07-A01 (Eubank Creek Channel Clearing)	1.000	LS	810,000.0000	810,000.00	1,174,000.0000	1,174,000.00	1,575,000.0000	1,575,000.00
3	Site No. COJ-07-A02 (Bellhaven Tributary Channel Clearing)	1.000	LS	182,000.0000	182,000.00	203,733.3300	203,733.33	245,000.0000	245,000.00
4	Site No. COJ-07-A01 (Cany Creek Tributary Channel Clearing)	1.000	LS	660,000.0000	660,000.00	791,000.0000	791,000.00	1,050,000.0000	1,050,000.00
5	Loose Rip Rap (300LB.) (Tons)	2500.000	Ton	70.0000	175,000.00	135.0000	337,500.00	200.0000	500,000.00
6	Geotextile Fabric Under RipRap Type V AOS<0.43, Non-Woven (Square Yard)	4000.000	SY	4.0000	16,000.00	5.0000	20,000.00	15.0000	60,000.00
7	Borrow Excavation (Class 9) (Cubic Yard)	2500.000	CY	30.0000	75,000.00	50.0000	125,000.00	55.0000	137,500.00
TOTAL BID					$ 2,242,000.00		$ 3,135,833.33		$ 4,197,500.00
DIFFERENCE					0.00		0.00		0.00
PERCENTAGE OVER\ (UNDER) :					0.00%		39.88%		87.19%

Approved:

George Fo[illegible] P.E., Project Engineer

12

ORDER ACCEPTING THE BID OF HUGHES 360 SERVICES, LLC FOR CONSTRUCTION OF CITY PROJECT COJ-CC-02

WHEREAS, the City of Jackson solicited sealed competitive bids for the construction of City Project COJ-CC-02; and

WHEREAS, eight bids were received, but one of the bids was rejected because the bidder failed to include a certificate of responsibility number with their electronic bid; and

WHEREAS, all bids were submitted to the Municipal Clerk on May 26, 2026; and

WHEREAS, the bid of Hughes 360 Services, LLC, in the amount of $882,100.00, was the lowest responsive, responsible bid received; and

WHEREAS, the Public Works Department recommends that the governing authorities deem the bid of Hughes 360 Services, LLC, in the amount of $882,100.00, for City Project COJ-CC-02 to be the lowest and best bid.

IT IS, THEREFORE, ORDERED that the bid of Hughes 360 Services, LLC, in the amount of $882,100.00, for City Project COJ-CC-02 is accepted as the lowest and best bid, consistent with the Invitation to Bidders and the specifications on file with the Municipal Clerk.

IT IS FURTHER ORDERED that the Mayor is authorized to execute a construction contract with Hughes 360 Services, LLC for City Project COJ-CC-02 consistent with the bid accepted, the Invitation to Bidders, and the specifications on file with the Municipal Clerk.

Agenda Item # 12
July 28, 2026
(Anderson, Horhn)

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
2026

OFFICE OF THE CITY ATTORNEY

This **ORDER ACCEPTING THE BID OF HUGHES 360 SERVICES, LLC FOR CONSTRUCTION OF CITY PROJECT COJ-CC-02** is legally sufficient for placement in NOVUS Agenda.

Sondra O. Moncure
SONDRA MONCURE, SPECIAL ASSISTANT

4/22/26
DATE

Terry Williamson, *Legal Counsel* TW

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET June 18, 2026

DATE

	POINTS	COMMENTS
1.	**Brief Description/Purpose**	**ORDER ACCEPTING THE BID OF HUGHES 360 SERVICES, LLC FOR CONSTRUCTION OF CITY PROJECT COJ-CC-02**
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 and Transportation 7. Quality of Life
3.	**Who will be affected**	Residents living along and downstream of the waterway segments being grubbed and cleared
4.	**Benefits**	Will provide better drainage and reduce the likelihood of flash flooding
5.	**Schedule (beginning date)**	Upon approval, the contract will be provided to the contractor to sign, and a notice to proceed will be issued upon obtaining all signatures
6.	**Location:** ▪ **WARD** ▪ **CITYWIDE (yes or no) (area)** ▪ **Project limits if applicable**	Various locations throughout the City
7.	**Action implemented by:** ▪ **City Department** ■ ▪ **Consultant** ☐	City of Jackson, Department of Public Works, Engineering Division
8.	**COST**	$882,100.00
9.	**Source of Funding** ▪ **General Fund** ☐ ▪ **Grant** ☐ ▪ **Bond** ☐ ▪ **Other** ■	Infrastructure Modernization Tax Fund Bonds

Revised 2-04

Department of Public Works

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

John Horhn
Mayor of the City of Jackson

MEMORANDUM

To: Hon. John Horhn, Mayor

From: Lorenzo Anderson, P.E., Director
Department of Public Works

Date: June 18, 2026

Subject: Agenda Item for City Council Meeting

Attached you will find an item for the agenda authorizing the Mayor to execute a construction contract with Hughes 360 Services, LLC.

This project, funded through the Infrastructure Modernization Tax Fund Bonds, will clear the following waterway segments:

Woodhaven Tributary Creek Clearing
Tributary Creek Channel Clearing
Tributary 2 Channel Clearing
Lynch Creek Tributary Channel Clearing
Lynch Creek Tributary Channel Clearing
Hanging Moss Creek Tributary Channel Clearing

The City advertised for sealed competitive bids and received eight bids on May 26, 2026. The bid of Wright Construction Group, LLC had to be rejected under Mississippi law because the electronic bid did not include a certificate of responsibility number, which is the state license required for contractors performing work costing more than $50,000.00. The bid received from Hughes 360 Services, LLC was the lowest responsive, responsible bid received. It is the recommendation of this office that the bid be accepted.

If you have any questions or comments, please do not hesitate to call me.

Bid Opening **City of Jackson, Mississippi**

Bid Tabulation COJ-CC-02 Creek Clearing (6 Sites)

Owner: City of Jackson, Mississippi
5/26/2026
Bid Opening Time 3:30:00 PM
Construction Cost Estimate $2,298,500.00

	Bidder (Contractor)	Certificate of Responsibility No.	Bid Bonding Company	Base Bid	Non-Collusion Affidavit?	Acknowledged Addenum No.1	Acknowledged Addenum No. 2
1	Innovative Performance Construction Company, LLC	20154-MC	Developers Surety and Indemnity Company	$ 4,812,500.00	Y	Y	Y
2	Good Hope Recovery, LLC	24619-SC	Cashier Check ($179,005.00)	$ 3,580,100.00	Y	Y	Y
3	Hughes 360 Services, LLC	27452-SC	Nationwide Mutual Insurance Company	$ 882,100.00	Y	Y	Y
4	Look Great Services of MS, Inc.	18782-MC	Fidelity and Deposit Company of Maryland	$ 2,495,000.00	Y	Y	Y
5	Pinnacle Construction Group, LLC	25878-SC	Palomar Casualty and Surety Company	$ 913,000.00	Y	Y	Y
6	R&L Unliminted, LLC	23048-MC	Nationwide Mutual Insurance Company	$ 1,914,000.00	Y	Y	Y
7	Southeastern Pipeline & Environmental	23529-MC	Palomar Casualty and Surety Company	$ 1,546,500.00	Y	Y	Y

City of Jackson
Jackson, MS

COJ-CC-02

26-May-2026

Site No.	Project Summary		LOW BIDDER OVER/UNDER Unit	LOW BIDDER OVER/UNDER Total	Preliminary Unit	Preliminary Extended	***Low Bid*** 882,100.00 Hughes 360 Services, LLC Nationwide Mutual Insurance Company	
1	Site No. COJ-02-A01 (Woodhaven Tributary Creek Clearing)	1.000 LS	$ 256,815.00	$ 256,815.00	331,500.0000	331,500.00	81,900.0000	81,900.00
2	Site No. COJ-02-A02 (Tributary Creek Channel Clearing)	1.000 LS	$ 85,605.00	$ 85,605.00	110,500.0000	110,500.00	27,300.0000	27,300.00
3	Site No. COJ-02-A03 (Tributary 2 Channel Clearing)	1.000 LS	$ 342,420.00	$ 342,420.00	442,000.0000	442,000.00	109,200.0000	109,200.00
4	Site No. COJ-02-A04 (Lynch Creek Tributary Channel Clearing)	1.000 LS	$ 269,985.00	$ 269,985.00	348,500.0000	348,500.00	86,100.0000	86,100.00
5	Site No. COJ-02-A05 (Lynch Creek Tributary Channel Clearing)	1.000 LS	$ 269,985.00	$ 269,985.00	348,500.0000	348,500.00	86,100.0000	86,100.00
6	Site No. COJ-02-A07 (Hanging Moss Creek Tributary Channel Clearing)	1.000 LS	$ 197,550.00	$ 197,550.00	255,000.0000	255,000.00	63,000.0000	63,000.00
7	Loose Rip Rap (300LB.) (Tons)	3500.000 Ton	$ (11.80)	$ (41,300.00)	75.0000	262,500.00	90.0000	315,000.00
8	Geotextile Fabric Under RipRap Type V AOS<0.43, Non-Woven (Square Yard)	5000.000 SY	$ 0.25	$ 1,250.00	5.0000	25,000.00	8.0000	40,000.00
9	Borrow Excavation (Class 9) (Cubic Yard)	3500.000 CY	$ 19.55	$ 68,425.00	50.0000	175,000.00	21.0000	73,500.00
TOTAL BID				$ 954,825.00		$ 2,298,500.00		$ 882,100.00
DIFFERENCE								0.00
PERCENTAGE OVER\(UNDER):								-61.62%

Approved:

George For P.E., Project Engineer

City of Jackson
Jackson, MS

COJ-CC-02

26-May-2026

Item No.	Project Summary							
			913,000.00 Pinnacle Construction Group, LLC Palomar Casualty and Surety Company		1,546,500.00 Southeastern Pipeline & Environmental Palomar Casualty and Surety Company		1,914,000.00 R&L Unliminted, LLC Nationwide Mutual Insurance Company	
1	Site No. COJ-02-A01 (Woodhaven Tributary Creek Clearing)	1.000 LS	70,000.0000	70,000.00	214,500.0000	214,500.00	249,000.0000	249,000.00
2	Site No. COJ-02-A02 (Tributary Creek Channel Clearing)	1.000 LS	32,500.0000	32,500.00	71,500.0000	71,500.00	140,000.0000	140,000.00
3	Site No. COJ-02-A03 (Tributary 2 Channel Clearing)	1.000 LS	88,500.0000	88,500.00	286,000.0000	286,000.00	260,000.0000	260,000.00
4	Site No. COJ-02-A04 (Lynch Creek Tributary Channel Clearing)	1.000 LS	73,500.0000	73,500.00	225,500.0000	225,500.00	224,000.0000	224,000.00
5	Site No. COJ-02-A05 (Lynch Creek Tributary Channel Clearing)	1.000 LS	73,500.0000	73,500.00	184,500.0000	184,500.00	200,000.0000	200,000.00
6	Site No. COJ-02-A07 (Hanging Moss Creek Tributary Channel Clearing)	1.000 LS	60,000.0000	60,000.00	105,000.0000	105,000.00	155,000.0000	155,000.00
7	Loose Rip Rap (300LB.) (Tons)	3500.000 Ton	110.0000	385,000.00	105.0000	367,500.00	138.0000	483,000.00
8	Geotextile Fabric Under RipRap Type V AOS<0.43, Non-Woven (Square Yard)	5000.000 SY	5.0000	25,000.00	3.0000	15,000.00	14.0000	70,000.00
9	Borrow Excavation (Class 9) (Cubic Yard)	3500.000 CY	30.0000	105,000.00	22.0000	77,000.00	38.0000	133,000.00
TOTAL BID				$ 913,000.00		$ 1,546,500.00		$ 1,914,000.00
DIFFERENCE				0.00		0.00		0.00
PERCENTAGE OVER\(UNDER):				-60.28%		-32.72%		-16.73%

Approved:

George For P.E., Project Engineer

City of Jackson
Jackson, MS

COJ-CC-02

26-May-2026

Site No.	Project Summary			2,495,000.00 Look Great Services of MS, Inc. Fidelity and Deposit Company of Maryland		3,580,100.00 Good Hope Recovery, LLC Cashier Check ($179,005.00)		4,812,500.00 Innovative Performance Construction Company, LLC Developers Surety and Indemnity Company	
1	Site No. COJ-02-A01 (Woodhaven Tributary Creek Clearing)	1.000	LS	390,000.0000	390,000.00	522,900.0000	522,900.00	682,500.0000	682,500.00
2	Site No. COJ-02-A02 (Tributary Creek Channel Clearing)	1.000	LS	130,000.0000	130,000.00	190,966.6700	190,966.67	292,500.0000	292,500.00
3	Site No. COJ-02-A03 (Tributary 2 Channel Clearing)	1.000	LS	520,000.0000	520,000.00	688,866.6700	688,866.67	910,000.0000	910,000.00
4	Site No. COJ-02-A04 (Lynch Creek Tributary Channel Clearing)	1.000	LS	410,000.0000	410,000.00	548,433.3300	548,433.33	717,500.0000	717,500.00
5	Site No. COJ-02-A05 (Lynch Creek Tributary Channel Clearing)	1.000	LS	410,000.0000	410,000.00	548,433.3300	548,433.33	717,500.0000	717,500.00
6	Site No. COJ-02-A07 (Hanging Moss Creek Tributary Channel Clearing)	1.000	LS	300,000.0000	300,000.00	408,000.0000	408,000.00	525,000.0000	525,000.00
7	Loose Rip Rap (300LB.) (Tons)	3500.000	Ton	70.0000	245,000.00	135.0000	472,500.00	200.0000	700,000.00
8	Geotextile Fabric Under RipRap Type V AOS<0.43,Non-Woven (Square Yard)	5000.000	SY	4.0000	20,000.00	5.0000	25,000.00	15.0000	75,000.00
9	Borrow Excavation (Class 9) (Cubic Yard)	3500.000	CY	20.0000	70,000.00	50.0000	175,000.00	55.0000	192,500.00
TOTAL BID					$ 2,495,000.00		$ 3,580,100.00		$ 4,812,500.00
DIFFERENCE					0.00		0.00		0.00
PERCENTAGE OVER\(UNDER):					0.00%		43.48%		92.86%

Approved:

George For P.E., Project Engineer

13

ORDER ACCEPTING THE BID OF HUGHES 360 SERVICES, LLC FOR CONSTRUCTION OF CITY PROJECT COJ-CC-03

OFFICE OF THE CITY CLERK
2026

WHEREAS, the City of Jackson solicited sealed competitive bids for the construction of City Project COJ-CC-03; and

WHEREAS, seven bids were received, but one of the bids was rejected because the bidder failed to include a certificate of responsibility number with their electronic bid; and

WHEREAS, all bids were submitted to the Municipal Clerk on May 26, 2026; and

WHEREAS, the bid of Hughes 360 Services, LLC, in the amount of $739,200.00, was the lowest responsive, responsible bid received; and

WHEREAS, the Public Works Department recommends that the governing authorities deem the bid of Hughes 360 Services, LLC, in the amount of $739,200.00, for City Project COJ-CC-03 to be the lowest and best bid.

IT IS, THEREFORE, ORDERED that the bid of Hughes 360 Services, LLC, in the amount of $739,200.00, for City Project COJ-CC-03 is accepted as the lowest and best bid, consistent with the Invitation to Bidders and the specifications on file with the Municipal Clerk.

IT IS FURTHER ORDERED that the Mayor is authorized to execute a construction contract with Hughes 360 Services, LLC for City Project COJ-CC-03 consistent with the bid accepted, the Invitation to Bidders, and the specifications on file with the Municipal Clerk.

Agenda Item # 13
July 28, 2026
(Anderson, Horhn)

Office of the City Attorney

455 East Capitol Street
Post Office Box 2779
Jackson, Mississippi 39205-2779
Telephone: (601) 960-1799
Facsimile: (601) 960-1756

OFFICE OF THE CITY ATTORNEY

This **ORDER ACCEPTING THE BID OF HUGHES 360 SERVICES, LLC FOR CONSTRUCTION OF CITY PROJECT COJ-CC-03** is legally sufficient for placement in NOVUS Agenda.

Sondra O. Moncure — 6/22/20

SONDRA MONCURE, SPECIAL ASSISTANT — **DATE**

Terry Williamson, *Legal Counsel* TW

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET June 18, 2026
DATE

	POINTS	COMMENTS
1.	**Brief Description/Purpose**	**ORDER ACCEPTING THE BID OF HUGHES 360 SERVICES, LLC FOR CONSTRUCTION OF CITY PROJECT COJ-CC-03**
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 and Transportation 7. Quality of Life
3.	**Who will be affected**	Residents living along and downstream of the waterway segments being grubbed and cleared
4.	**Benefits**	Will provide better drainage and reduce the likelihood of flash flooding
5.	**Schedule (beginning date)**	Upon approval, the contract will be provided to the contractor to sign, and a notice to proceed will be issued upon obtaining all signatures
6.	**Location:** ▪ **WARD** ▪ **CITYWIDE (yes or no) (area)** ▪ **Project limits if applicable**	Various locations throughout the City
7.	**Action implemented by:** ▪ **City Department** ■ ▪ **Consultant** ☐	City of Jackson, Department of Public Works, Engineering Division
8.	**COST**	$739,200.00
9.	**Source of Funding** ▪ **General Fund** ☐ ▪ **Grant** ☐ ▪ **Bond** ☐ ▪ **Other** ■	Infrastructure Modernization Tax Fund Bonds

Revised 2-04

Department of Public Works

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

John Horhn
Mayor of the City of Jackson

MEMORANDUM

To: Hon. John Horhn, Mayor

From: Lorenzo Anderson, P.E., Director
Department of Public Works

Date: June 18, 2026

Subject: Agenda Item for City Council Meeting

Attached you will find an item for the agenda authorizing the Mayor to execute a construction contract with Hughes 360 Services, LLC.

This project, funded through the Infrastructure Modernization Tax Fund Bonds, will clear the following waterway segments:

Tributary Creek Channel Clearing
Big Creek Channel Clearing
Tributary Channel Clearing
Lynch Creek Tributary Channel Clearing

The City advertised for sealed competitive bids and received seven bids on May 26, 2026. The bid of Wright Construction Group, LLC had to be rejected under Mississippi law because the electronic bid did not include a certificate of responsibility number, which is the state license required for contractors performing work costing more than $50,000.00. The bid received from Hughes 360 Services, LLC was the lowest responsive, responsible bid received. It is the recommendation of this office that the bid be accepted.

If you have any questions or comments, please do not hesitate to call me.

Bid Opening **City of Jackson, Mississippi**

Bid Tabulation COJ-CC-03 Creek Clearing (4 Sites)

Owner: City of Jackson, Mississippi
5/26/2026
Bid Opening Time 3:30:00 PM
Construction Cost Estimate $1,627,000.00

	Bidder (Contractor)	Certificate of Responsibility No.	Bid Bonding Company	Base Bid	Non-Collusion Affidavit?	Acknowledged Addenum No.1	Acknowledged Addenum No. 2
1	Innovative Performance Construction Company, LLC	20154-MC	Developers Surety and Indemnity Company	$ 3,627,500.00	Y	Y	Y
2	Good Hope Recovery, LLC	24619-SC	Cashier Check ($156,791.67)	$ 2,521,533.33	Y	Y	Y
3	Hughes 360 Services, LLC	27452-SC	Nationwide Mutual Insurance Company	$ 739,200.00	Y	Y	Y
4	Look Great Services of MS, Inc.	18782-MC	Fidelity and Deposit Company of Maryland	$ 1,534,000.00	Y	Y	Y
5	Pinnacle Construction Group, LLC	25878-SC	Palomar Casualty and Surety Company	$ 777,500.00	Y	Y	Y
6	Southeastern Pipeline & Environmental	23529-MC	Palomar Casualty and Surety Company	$ 1,064,500.00	Y	Y	Y

City of Jackson
Jackson, MS

COJ-CC-03

26-May-2026

Site No.	Project Summary		LOW BIDDER OVER/UNDER Unit	LOW BIDDER OVER/UNDER Total	Preliminary Unit	Preliminary Extended	***Low Bid*** 739,200.000 Hughes 360 Services, LLC Nationwide Mutual Insurance Company	
1	Site No. COJ-04-A01 (Tributary Creek Clearing)	1.000 LS	$ 277,200.00	$ 277,200.00	374,000.0000	374,000.00	96,800.0000	96,800.00
2	Site No. COJ-04-A04 (Big Creek Channel Clearing)	1.000 LS	$ 93,000.00	$ 93,000.00	127,500.0000	127,500.00	34,500.0000	34,500.00
3	Site No. COJ-04-A05 (Tributary Channel Clearing)	1.000 LS	$ 217,000.00	$ 217,000.00	297,500.0000	297,500.00	80,500.0000	80,500.00
4	Site No. COJ-07-A06 (Lynch Creek Channel Clearing)	1.000 LS	$ 266,600.00	$ 266,600.00	365,500.0000	365,500.00	98,900.0000	98,900.00
5	Loose Rip Rap (300LB.) (Tons)	3500.000 Ton	$ (15.00)	$ (52,500.00)	75.0000	262,500.00	90.0000	315,000.00
6	Geotextile Fabric Under RipRap Type V AOS<0.43, Non-Woven (Square Yard)	5000.000 SY	$ (3.00)	$ (15,000.00)	5.0000	25,000.00	8.0000	40,000.00
7	Borrow Excavation (Class 9) (Cubic Yard)	3500.000 CY	$ 29.00	$ 101,500.00	50.0000	175,000.00	21.0000	73,500.00
TOTAL BID				$ 853,800.00		1,627,000.00		$ 739,200.00
DIFFERENCE								0.00
PERCENTAGE OVER\(UNDER):								-54.57%

Approved:

George For[illegible] P.E., Project Engineer

City of Jackson
Jackson, MS

COJ-CC-03

26-May-2026

Site No.	Project Summary			777,500.00 Pinnacle Construction Group, LLC Palomar Casualty and Surety Company		1,064,500.00 Southeastern Pipeline & Environmental Palomar Casualty and Surety Company		1,534,000.00 Look Great Services of MS, Inc. Fidelity and Deposit Company of Maryland	
1	Site No. COJ-04-A01 (Tributary Creek Clearing)	1.000	LS	75,000.0000	75,000.00	286,000.0000	286,000.00	352,000.0000	352,000.00
2	Site No. COJ-04-A04 (Big Creek Channel Clearing)	1.000	LS	37,500.0000	37,500.00	87,000.0000	87,000.00	165,000.0000	165,000.00
3	Site No. COJ-04-A05 (Tributary Channel Clearing)	1.000	LS	70,000.0000	70,000.00	87,000.0000	87,000.00	315,000.0000	315,000.00
4	Site No. COJ-07-A06 (Lynch Creek Channel Clearing)	1.000	LS	80,000.0000	80,000.00	193,500.0000	193,500.00	387,000.0000	387,000.00
5	Loose Rip Rap (300LB.) (Tons)	3500.000	Ton	110.0000	385,000.00	95.0000	332,500.00	70.0000	245,000.00
6	Geotextile Fabric Under RipRap Type V AOS<0.43, Non-Woven (Square Yard)	5000.000	SY	5.0000	25,000.00	3.0000	15,000.00	4.0000	20,000.00
7	Borrow Excavation (Class 9) (Cubic Yard)	3500.000	CY	30.0000	105,000.00	18.0000	63,000.00	20.0000	70,000.00
TOTAL BID					$ 777,500.00		$ 1,064,000.00		$ 1,554,000.00
DIFFERENCE					0.00		(500.00)		20,000.00
PERCENTAGE OVER\ (UNDER) :					-52.21%		-34.60%		-4.49%

Approved:

George For[illegible] P.E., Project Engineer

City of Jackson
Jackson, MS

COJ-CC-03

26-May-2026

Site No.	Project Summary			2,521,533.33 Good Hope Recovery, LLC Cashier Check ($156,791.67)		3,627,500.00 Innovative Performance Construction Company, LLC Developers Surety and Indemnity Company	
1	Site No. COJ-04-A01 (Tributary Creek Clearing)	1.000	LS	586,733.3300	586,733.33	770,000.0000	770,000.00
2	Site No. COJ-04-A04 (Big Creek Channel Clearing)	1.000	LS	216,500.0000	216,500.00	525,000.0000	525,000.00
3	Site No. COJ-04-A05 (Tributary Channel Clearing)	1.000	LS	471,833.3300	471,833.33	612,500.0000	612,500.00
4	Site No. COJ-07-A06 (Lynch Creek Channel Clearing)	1.000	LS	573,966.6700	573,966.67	752,500.0000	752,500.00
5	Loose Rip Rap (300LB.) (Tons)	3500.000	Ton	135.0000	472,500.00	200.0000	700,000.00
6	Geotextile Fabric Under RipRap Type V AOS<0.43, Non-Woven (Square Yard)	5000.000	SY	5.0000	25,000.00	15.0000	75,000.00
7	Borrow Excavation (Class 9) (Cubic Yard)	3500.000	CY	50.0000	175,000.00	55.0000	192,500.00
TOTAL BID					$ 2,521,533.33		$ 3,627,500.00
DIFFERENCE					0.00		0.00
PERCENTAGE OVER\ (UNDER) :					54.98%		122.56%

Approved:

George For[illegible], P.E., Project Engineer

14

ORDER ACCEPTING THE BID OF HUGHES 360 SERVICES, LLC FOR CONSTRUCTION OF CITY PROJECT COJ-CC-04

WHEREAS, the City of Jackson solicited sealed competitive bids for the construction of City Project COJ-CC-04; and

WHEREAS, six bids were received, but one of the bids was rejected because the bidder failed to include a certificate of responsibility number with their electronic bid; and

WHEREAS, all bids were submitted to the Municipal Clerk on May 26, 2026; and

WHEREAS, the bid of Hughes 360 Services, LLC, in the amount of $767,500.00, was the lowest responsive, responsible bid received; and

WHEREAS, the Public Works Department recommends that the governing authorities deem the bid of Hughes 360 Services, LLC, in the amount of $767,500.00, for City Project COJ-CC-04 to be the lowest and best bid.

IT IS, THEREFORE, ORDERED that the bid of Hughes 360 Services, LLC, in the amount of $767,500.00, for City Project COJ-CC-04 is accepted as the lowest and best bid, consistent with the Invitation to Bidders and the specifications on file with the Municipal Clerk.

IT IS FURTHER ORDERED that the Mayor is authorized to execute a construction contract with Hughes 360 Services, LLC for City Project COJ-CC-04 consistent with the bid accepted, the Invitation to Bidders, and the specifications on file with the Municipal Clerk.

Agenda Item # 14
July 28, 2026
(Anderson, Horhn)

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
RECEIVED
6/22/2016

OFFICE OF THE CITY ATTORNEY

This **ORDER ACCEPTING THE BID OF HUGHES 360 SERVICES, LLC FOR CONSTRUCTION OF CITY PROJECT COJ-CC-04** is legally sufficient for placement in NOVUS Agenda.

Sondra O. Moncure
SONDRA MONCURE, SPECIAL ASSISTANT

6/22/2016
DATE

Terry Williamson, *Legal Counsel* TW

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET June 18, 2026

DATE

	POINTS	COMMENTS
1.	**Brief Description/Purpose**	**ORDER ACCEPTING THE BID OF HUGHES 360 SERVICES, LLC FOR CONSTRUCTION OF CITY PROJECT COJ-CC-04**
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 and Transportation 7. Quality of Life
3.	**Who will be affected**	Residents living along and downstream of the waterway segments being grubbed and cleared
4.	**Benefits**	Will provide better drainage and reduce the likelihood of flash flooding
5.	**Schedule (beginning date)**	Upon approval, the contract will be provided to the contractor to sign, and a notice to proceed will be issued upon obtaining all signatures
6.	**Location:** ▪ **WARD** ▪ **CITYWIDE (yes or no) (area)** ▪ **Project limits if applicable**	Various locations throughout the City
7.	**Action implemented by:** ▪ **City Department** ☒ ▪ **Consultant** ☐	City of Jackson, Department of Public Works, Engineering Division
8.	**COST**	$767,500.00
9.	**Source of Funding** ▪ **General Fund** ☐ ▪ **Grant** ☐ ▪ **Bond** ☐ ▪ **Other** ☒	Infrastructure Modernization Tax Fund Bonds

Revised 2-04

Department of Public Works

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

John Horhn
Mayor of the City of Jackson

MEMORANDUM

To: Hon. John Horhn, Mayor

From: Lorenzo Anderson, P.E., Director
Department of Public Works

Date: June 18, 2026

Subject: Agenda Item for City Council Meeting

Attached you will find an item for the agenda authorizing the Mayor to execute a construction contract with Hughes 360 Services, LLC.

This project, funded through the Infrastructure Modernization Tax Fund Bonds, will clear the following waterway segments:

Tributary Creek Channel Clearing
Big Creek Channel Clearing

The City advertised for sealed competitive bids and received six bids on May 26, 2026. The bid of Wright Construction Group, LLC had to be rejected under Mississippi law because the electronic bid did not include a certificate of responsibility number, which is the state license required for contractors performing work costing more than $50,000.00. The bid received from Hughes 360 Services, LLC was the lowest responsive, responsible bid received. It is the recommendation of this office that the bid be accepted.

If you have any questions or comments, please do not hesitate to call me.

Bid Opening **City of Jackson, Mississippi**

Bid Tabulation COJ-CC-04 Creek Clearing (2 Sites)

Owner: City of Jackson, Mississippi
5/26/2026
Bid Opening Time 3:30:00 PM
Construction Cost Estimate $1,843,750.00

	Bidder (Contractor)	Certificate of Responsibility No.	Bid Bonding Company	Base Bid	Non-Collusion Affidavit?	Acknowledged Addenum No.1	Acknowledged Addenum No. 2
1	Innovative Performance Construction Company, LLC	20154-MC	Developers Surety and Indemnity Company	$ 3,811,250.00	Y	Y	Y
2	Good Hope Recovery, LLC	24619-SC	Cashier Check ($156,791.67)	$ 2,797,083.33	Y	Y	Y
3	Hughes 360 Services, LLC	27452-SC	Nationwide Mutual Insurance Company	$ 767,500.00	Y	Y	Y
4	Look Great Services of MS, Inc.	18782-MC	Fidelity and Deposit Company of Maryland	$ 1,960,000.00	Y	Y	Y
5	Southeastern Pipeline & Environmental	23529-MC	Palomar Casualty and Surety Company	$ 931,600.00	Y	Y	Y

City of Jackson
Jackson, MS

COJ-CC-04

26-May-2026

Site No.	Project Summary		LOW BIDDER OVER/UNDER Unit		LOW BIDDER OVER/UNDER Total	Preliminary Unit	Preliminary Extended	***Low Bid*** 767,500.00 Hughes 360 Services, LLC Nationwide Mutual Insurance Company	
1	Site No. COJ-05-A02 (Tributary Creek Clearing)	1.000 LS	$ 991,042.50	$	991,042.50	1,279,250.0000	1,279,250.00	309,000.0000	309,000.00
2	Site No. COJ-05-A03 (Big Creek Channel Clearing)	1.000 LS	$ 79,020.00	$	79,020.00	102,000.0000	102,000.00	30,000.0000	30,000.00
5	Loose Rip Rap (300LB.) (Tons)	3500.000 Ton	$ (11.80)	$	(41,300.00)	75.0000	262,500.00	90.0000	315,000.00
	Geotextile Fabric Under RipRap Type V AOS<0.43. Non-Woven								
6	(Square Yard)	5000.000 SY	$ 0.25	$	1,250.00	5.0000	25,000.00	8.0000	40,000.00
7	Borrow Excavation (Class 9) (Cubic Yard)	3500.000 CY	$ 19.55	$	68,425.00	50.0000	175,000.00	21.0000	73,500.00
TOTAL BID				$	1,070,062.50		$ 1,843,750.00		$ 767,500.00
DIFFERENCE									0.00
PERCENTAGE OVER\(UNDER):									-58.37%

Approved:

George For[illegible] P E., Project Engineer

City of Jackson
Jackson, MS

COJ-CC-04

26-May-2026

Site No.	Project Summary							
			931,600.00 Southeastern Pipeline & Environmental Palomar Casualty and Surety Company		1,960,000.00 Look Great Services of MS, Inc. Fidelity and Deposit Company of Maryland		2,797,083.33 Good Hope Recovery, LLC Cashier Check ($156,791.67)	
1	Site No. COJ-05-A02 (Tributary Creek Clearing)	1.000 LS	451,500.0000	451,500.00	1,505,000.0000	1,505,000.00	1,946,383.3300	1,946,383.33
2	Site No. COJ-05-A03 (Big Creek Channel Clearing)	1.000 LS	69,600.0000	69,600.00	120,000.0000	120,000.00	178,200.0000	178,200.00
5	Loose Rip Rap (300LB.) (Tons)	3500.000 Ton	95.0000	332,500.00	70.0000	245,000.00	135.0000	472,500.00
6	Geotextile Fabric Under RipRap Type V AOS<0.43, Non-Woven (Square Yard)	5000.000 SY	3.0000	15,000.00	4.0000	20,000.00	5.0000	25,000.00
7	Borrow Excavation (Class 9) (Cubic Yard)	3500.000 CY	18.0000	63,000.00	20.0000	70,000.00	50.0000	175,000.00
TOTAL BID				$ 931,600.00		$ 1,960,000.00		$ 2,797,083.33
DIFFERENCE				0.00		0.00		0.00
PERCENTAGE OVER\ (UNDER) :				-49.47%		5.21%		51.71%

Approved:

George For P.E., Project Engineer

City of Jackson
Jackson, MS

COJ-CC-04

26-May-2026

			3,811,250.00 Innovative Performance Construction Company, LLC Developers Surety and Indemnity Company	
Site No.	Project Summary			
1	Site No. COJ-05-A02 (Tributary Creek Clearing)	1.000 LS	2,633,750.0000	2,633,750.00
2	Site No. COJ-05-A03 (Big Creek Channel Clearing)	1.000 LS	210,000.0000	210,000.00
5	Loose Rip Rap (300LB.) (Tons)	3500.000 Ton	200.0000	700,000.00
6	Geotextile Fabric Under RipRap Type V AOS<0.43, Non-Woven (Square Yard)	5000.000 SY	15.0000	75,000.00
7	Borrow Excavation (Class 9) (Cubic Yard)	3500.000 CY	55.0000	192,500.00
TOTAL BID				$ 3,811,250.00
DIFFERENCE				0.00
PERCENTAGE OVER\(UNDER):				100.71%

Approved:

George For[illegible] P.E., Project Engineer

15

ORDER ACCEPTING THE BID OF HUGHES 360 SERVICES, LLC FOR CONSTRUCTION OF CITY PROJECT COJ-CC-05



WHEREAS, the City of Jackson solicited sealed competitive bids for the construction of City Project COJ-CC-05; and

WHEREAS, eight bids were received, but one of the bids was rejected because the bidder failed to include a certificate of responsibility number with their electronic bid; and

WHEREAS, all bids were submitted to the Municipal Clerk on May 26, 2026; and

WHEREAS, the bid of Hughes 360 Services, LLC, in the amount of $821,850.00, was the lowest responsive, responsible bid received; and

WHEREAS, the Public Works Department recommends that the governing authorities deem the bid of Hughes 360 Services, LLC, in the amount of $821,850.00, for City Project COJ-CC-05 to be the lowest and best bid.

IT IS, THEREFORE, ORDERED that the bid of Hughes 360 Services, LLC, in the amount of $821,850.00, for City Project COJ-CC-05 is accepted as the lowest and best bid, consistent with the Invitation to Bidders and the specifications on file with the Municipal Clerk.

IT IS FURTHER ORDERED that the Mayor is authorized to execute a construction contract with Hughes 360 Services, LLC for City Project COJ-CC-05 consistent with the bid accepted, the Invitation to Bidders, and the specifications on file with the Municipal Clerk.

Agenda Item # 15
July 28, 2026
(Anderson, Horhn)

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
2020

OFFICE OF THE CITY ATTORNEY

This **ORDER ACCEPTING THE BID OF HUGHES 360 SERVICES, LLC FOR CONSTRUCTION OF CITY PROJECT COJ-CC-05** is legally sufficient for placement in NOVUS Agenda.

Sondra O. Moncure
SONDRA MONCURE, SPECIAL ASSISTANT

4/24/20
DATE

Terry Williamson, *Legal Counsel* TW

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET June 18, 2026
DATE

	POINTS	COMMENTS
1.	**Brief Description/Purpose**	**ORDER ACCEPTING THE BID OF HUGHES 360 SERVICES, LLC FOR CONSTRUCTION OF CITY PROJECT COJ-CC-05**
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 and Transportation 7. Quality of Life
3.	**Who will be affected**	Residents living along and downstream of the waterway segments being grubbed and cleared
4.	**Benefits**	Will provide better drainage and reduce the likelihood of flash flooding
5.	**Schedule (beginning date)**	Upon approval, the contract will be provided to the contractor to sign, and a notice to proceed will be issued upon obtaining all signatures
6.	**Location:** ▪ **WARD** ▪ **CITYWIDE (yes or no) (area)** ▪ **Project limits if applicable**	Various locations throughout the City
7.	**Action implemented by:** ▪ **City Department** ■ ▪ **Consultant** ☐ ▪	City of Jackson, Department of Public Works, Engineering Division
8.	**COST**	$821,850.00
9.	**Source of Funding** ▪ **General Fund** ☐ ▪ **Grant** ☐ ▪ **Bond** ☐ ▪ **Other** ■	Infrastructure Modernization Tax Fund Bonds

Revised 2-04

Department of Public Works

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

John Horhn
Mayor of the City of Jackson

MEMORANDUM

To: Hon. John Horhn, Mayor

From: Lorenzo Anderson, P.E., Director
Department of Public Works

Date: June 18, 2026

Subject: Agenda Item for City Council Meeting

Attached you will find an item for the agenda authorizing the Mayor to execute a construction contract with Hughes 360 Services, LLC.

This project, funded through the Infrastructure Modernization Tax Fund Bonds, will clear the following waterway segments:

Cany Creek Channel Clearing
Trahon Creek Channel Clearing
Cany Creek Tributary Channel Clearing
Hardy Creek Channel Clearing
Trahon Creek Channel Clearing

The City advertised for sealed competitive bids and received eight bids on May 26, 2026. The bid of Wright Construction Group, LLC had to be rejected under Mississippi law because the electronic bid did not include a certificate of responsibility number, which is the state license required for contractors performing work costing more than $50,000.00. The bid received from Hughes 360 Services, LLC was the lowest responsive, responsible bid received. It is the recommendation of this office that the bid be accepted.

If you have any questions or comments, please do not hesitate to call me.

Bid Opening **City of Jackson, Mississippi**

Bid Tabulation COJ-CC-05 Creek Clearing (5 Sites)

Owner: City of Jackson, Mississippi
5/26/2026
Bid Opening Time 3:30:00 PM
Construction Cost Estimate $2,094,500.00

	Bidder (Contractor)	Certificate of Responsibility No.	Bid Bonding Company	Base Bid	Non-Collusion Affidavit?	Acknowledged Addenum No.1	Acknowledged Addenum No. 2
1	Innovative Performance Construction Company, LLC	20154-MC	Developers Surety and Indemnity Company	$ 4,327,500.00	Y	Y	Y
2	Good Hope Recovery, LLC	24619-SC	Cashier Check ($179,005.00)	$ 3,248,700.00	Y	Y	Y
3	Hughes 360 Services, LLC	27452-SC	Nationwide Mutual Insurance Company	$ 821,850.00	Y	Y	Y
4	Look Great Services of MS, Inc.	18782-MC	Fidelity and Deposit Company of Maryland	$ 2,940,000.00	Y	Y	Y
5	Pinnacle Construction Group, LLC	25878-SC	Palomar Casualty and Surety Company	$ 965,000.00	Y	Y	Y
6	Southeastern Pipeline & Environmental	23529-MC	Palomar Casualty and Surety Company	$ 1,410,600.00	Y	Y	Y

City of Jackson
Jackson, MS

COJ-CC-05

26-May-2026

Site No.	Project Summary		LOW BIDDER OVER/UNDER Unit	LOW BIDDER OVER/UNDER Total	Preliminary Unit	Preliminary Extended	***Low Bid*** 821,850.00 Hughes 360 Services, LLC Nationwide Mutual Insurance Company	
1	Site No. COJ-06-A01 (Cany Creek Channel Clearing)	1.000 LS	$ 526,800.00	$ 526,800.00	680,000.0000	680,000.00	162,000.0000	162,000.00
2	Site No. COJ-06-A02 (Trahon Creek Channel Clearing)	1.000 LS	$ 362,175.00	$ 362,175.00	467,500.0000	467,500.00	110,375.0000	110,375.00
3	Site No. COJ-06-A03 (Cany Creek Tributary Channel Clearing)	1.000 LS	$ 98,775.00	$ 98,775.00	127,500.0000	127,500.00	30,375.0000	30,375.00
4	Site No. COJ-06-A04 (Hardy Creek Channel Clearing)	1.000 LS	$ 158,040.00	$ 158,040.00	204,000.0000	204,000.00	52,800.0000	52,800.00
5	Site No. COJ-06-A06 (Trahon Creek Channel Clearing)	1.000 LS	$ 118,530.00	$ 118,530.00	153,000.0000	153,000.00	37,800.0000	37,800.00
6	Loose Rip Rap (300LB.) (Tons)	3500.000 Ton	$ (11.80)	$ (41,300.00)	75.0000	262,500.00	90.0000	315,000.00
7	Geotextile Fabric Under RipRap Type V AOS<0.43, Non-Woven (Square Yard)	5000.000 SY	$ 0.25	$ 1,250.00	5.0000	25,000.00	8.0000	40,000.00
8	Borrow Excavation (Class 9) (Cubic Yard)	3500.000 CY	$ 19.55	$ 68,425.00	50.0000	175,000.00	21.0000	73,500.00
TOTAL BID				$ 1,145,790.00		$ 2,094,500.00		$ 821,850.00
DIFFERENCE								0.00
PERCENTAGE OVER\(UNDER):								-60.76%

Approved:

George For P.E., Project Engineer

City of Jackson
Jackson, MS

COJ-CC-05

26-May-2025

Site No.	Project Summary			965,000.00 Pinnacle Construction Group, LLC Palomar Casualty and Surety Company		1,410,600.00 Southeastern Pipeline & Environmental Palomar Casualty and Surety Company		2,940,000.00 Look Great Services of MS, Inc. Fidelity and Deposit Company of Maryland	
1	Site No. COJ-06-A01 (Cany Creek Channel Clearing)	1.000	LS	160,000.0000	160,000.00	464,000.0000	464,000.00	1,120,000.0000	1,120,000.00
2	Site No. COJ-06-A02 (Trahon Creek Channel Clearing)	1.000	LS	135,000.0000	135,000.00	209,000.0000	209,000.00	880,000.0000	880,000.00
3	Site No. COJ-06-A03 (Cany Creek Tributary Channel Clearing)	1.000	LS	45,000.0000	45,000.00	72,000.0000	72,000.00	150,000.0000	150,000.00
4	Site No. COJ-06-A04 (Hardy Creek Channel Clearing)	1.000	LS	60,000.0000	60,000.00	91,200.0000	91,200.00	240,000.0000	240,000.00
5	Site No. COJ-06-A06 (Trahon Creek Channel Clearing)	1.000	LS	50,000.0000	50,000.00	104,400.0000	104,400.00	180,000.0000	180,000.00
6	Loose Rip Rap (300LB.) (Tons)	3500.000	Ton	110.0000	385,000.00	110.0000	385,000.00	70.0000	245,000.00
7	Geotextile Fabric Under RipRap Type V AOS<0.43, Non-Woven (Square Yard)	5000.000	SY	5.0000	25,000.00	3.0000	15,000.00	4.0000	20,000.00
8	Borrow Excavation (Class 9) (Cubic Yard)	3500.000	CY	30.0000	105,000.00	20.0000	70,000.00	30.0000	105,000.00
TOTAL BID					$ 965,000.00		$ 1,410,600.00		$ 2,940,000.00
DIFFERENCE					0.00		0.00		0.00
PERCENTAGE OVER\(UNDER):					-53.93%		-32.45%		40.37%

Approved:

George For , P.E , Project Engineer

City of Jackson
Jackson, MS

COJ-CC-05

26-May-2026

Site No.	Project Summary		3,248,700.00 Good Hope Recovery, LLC Cashier Check ($179,005.00)		4,327,500.00 Innovative Performance Construction Company, LLC Developers Surety and Indemnity Company	
1	Site No. COJ-06-A01 (Cany Creek Channel Clearing)	1.000 LS	1,046,333.3300	1,046,333.33	1,400,000.0000	1,400,000.00
2	Site No. COJ-06-A02 (Trahon Creek Channel Clearing)	1.000 LS	727,166.6700	727,166.67	962,500.0000	962,500.00
3	Site No. COJ-06-A03 (Cany Creek Tributary Channel Clearing)	1.000 LS	216,500.0000	216,500.00	262,500.0000	262,500.00
4	Site No. COJ-06-A04 (Hardy Creek Channel Clearing)	1.000 LS	331,400.0000	331,400.00	420,000.0000	420,000.00
5	Site No. COJ-06-A06 (Trahon Creek Channel Clearing)	1.000 LS	254,800.0000	254,800.00	315,000.0000	315,000.00
6	Loose Rip Rap (300LB.) (Tons)	3500.000 Ton	135.0000	472,500.00	200.0000	700,000.00
7	Geotextile Fabric Under RipRap Type V AOS<0.43, Non-Woven (Square Yard)	5000.000 SY	5.0000	25,000.00	15.0000	75,000.00
8	Borrow Excavation (Class 9) (Cubic Yard)	3500.000 CY	50.0000	175,000.00	55.0000	192,500.00
TOTAL BID				$ 3,248,700.00		$ 4,327,500.00
DIFFERENCE				0.00		0.00
PERCENTAGE OVER\ (UNDER) :				55.11%		106.61%

Approved:

George For P.E., Project Engineer

16

OFFICE OF THE CITY ATTORNEY
IN 7/21/26

ORDER ACCEPTING PAYMENT OF $85,961.10 FROM THE PFAS BASF SETTLEMENT, MDL DOCKET NUMBER 2:18-MN-2873, AND AUTHORIZING THE MAYOR TO ENDORSE THE SETTLEMENT CHECK PAYABLE TO THE CITY OF JACKSON IN THE AMOUNT OF $85,961.10.

WHEREAS, the City of Jackson has filed and prosecuted a claim against BASF in the PFAS Multidistrict Litigation, *In Re Aqueous Film-Forming Foams Products Liability Litigation*, 2:18-mn-2873 (MDL 2873); and

WHEREAS, a nationwide settlement has been reached in MDL 2873 involving the claims of numerous plaintiffs, including the City of Jackson, against BASF; and

WHEREAS, the settlement allocation to the City of Jackson from the nationwide settlement involving BASF, after all deductions and costs, amounts to $85,961.10; and

WHEREAS, the Office of the City Attorney is recommending the City of Jackson accept the settlement payment of $85,961.10, as full and final resolution of all claims against BASF asserted in MDL 2873; and

WHEREAS, based on the economic value to the City of Jackson, it is in the best interests of the citizenry that the City of Jackson resolve this matter through said settlement and accept said settlement funds.

NOW, THEREFORE, IT IS HEREBY ORDERED by the City Council of the City of Jackson, Mississippi, that the City of Jackson hereby accepts payment of $85,961.10, from the PFAS BASF Settlement (MDL 2873), and the Mayor is hereby authorized to endorse the settlement check to the City of Jackson in the amount of $85,961.10.

Acct # 001519306414

Item# #16
Date: July 28 2026
(D'Martin Horhn)

Office of the City Attorney

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

OFFICE OF THE CITY ATTORNEY

This **ORDER ACCEPTING PAYMENT OF $85,961.10 FROM THE PFAS BASF SETTLEMENT, MDL DOCKET NUMBER 2:18-MN-2873, AND AUTHORIZING THE MAYOR TO ENDORSE THE SETTLEMENT CHECK PAYABLE TO THE CITY OF JACKSON IN THE AMOUNT OF $85,961.10** is legally sufficient for placement in NOVUS Agenda.

Drew M. Martin, *City Attorney*
Jason Nabors, *Special Assistant* JN

7/21/26
DATE

17

ORDER ACCEPTING PAYMENT OF $204,986.79 FROM THE PFAS TYCO SETTLEMENT, MDL DOCKET NUMBER 2:18-MN-2873, AND AUTHORIZING THE MAYOR TO ENDORSE THE SETTLEMENT CHECK PAYABLE TO THE CITY OF JACKSON IN THE AMOUNT OF $204,986.79.

WHEREAS, the City of Jackson has filed and prosecuted a claim against Tyco in the PFAS Multidistrict Litigation, *In Re Aqueous Film-Forming Foams Products Liability Litigation*, 2:18-mn-2873 (MDL 2873); and

WHEREAS, a nationwide settlement has been reached in MDL 2873 involving the claims of numerous plaintiffs, including the City of Jackson, against Tyco; and

WHEREAS, the settlement allocation to the City of Jackson from the nationwide settlement involving Tyco, after all deductions and costs, amounts to $204,986.79; and

WHEREAS, the Office of the City Attorney is recommending the City of Jackson accept the settlement payment of $204,986.79, as full and final resolution of all claims against Tyco asserted in MDL 2873; and

WHEREAS, based on the economic value to the City of Jackson, it is in the best interests of the citizenry that the City of Jackson resolve this matter through said settlement and accept said settlement funds.

NOW, THEREFORE, IT IS HEREBY ORDERED by the City Council of the City of Jackson, Mississippi, that the City of Jackson hereby accepts payment of $204,986.79, from the PFAS Tyco Settlement (MDL 2873), and the Mayor is hereby authorized to endorse the settlement check to the City of Jackson in the amount of $204,986.79.

APPROVED FOR AGENDA:

Acct #

001519306414

Item# #17

Date: July 28, 2026

(D.Martin, Horhn)

Office of the City Attorney

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

OFFICE OF THE CITY ATTORNEY

This **ORDER ACCEPTING PAYMENT OF $204,986.79 FROM THE PFAS TYCO SETTLEMENT, MDL DOCKET NUMBER 2:18-MN-2873, AND AUTHORIZING THE MAYOR TO ENDORSE THE SETTLEMENT CHECK PAYABLE TO THE CITY OF JACKSON IN THE AMOUNT OF $204,986.79** is legally sufficient for placement in NOVUS Agenda.

Drew M. Martin, *City Attorney*
Jason Nabors, *Special Assistant*

7/21/26
DATE

18

OFFICE OF THE CITY ATTORNEY

ORDINANCE OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI, AMENDING CHAPTER 46, ARTICLE II OF THE CITY OF JACKSON CODE OF ORDINANCES

WHEREAS, the City Council of the City of Jackson, Mississippi, adopted an ordinance creating Chapter 46, Article II of the City of Jackson Code of Ordinances, entitled "Municipal Court," governing the creation and regulation of municipal courts within the City; and

WHEREAS, pursuant to Section 46-48, et seq., of the Jackson Code of Ordinances, the administration of municipal courts within the City is created with duties conferred upon the office of administrator; and

WHEREAS, pursuant to Section 46-77, et seq., of the Jackson Code of Ordinances, the selection and compensation of municipal judges are addressed; and

WHEREAS, the Office of the City Attorney recommends amending the ordinance to change the number of municipal court judges, establish the position of Presiding Judge within the municipal court, and place the municipal court administrator under the direction of the Presiding Judge; and

WHEREAS, pursuant to Section 21-19-1 et seq., Mississippi Code Annotated, the City Council has the authority to enact, amend, and repeal ordinances in the interest of the public health, safety, and welfare; and

WHEREAS, the City Council has determined that it is in the best interest of the City of Jackson to amend Chapter 46, Article II of the City of Jackson Code of Ordinances.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF JACKSON, MISSISSIPPI, THAT Chapter 46, Article II, Sections 46-48 and 46-77 of the City of Jackson Code of Ordinances, be amended as follows:

Plain Text = Existing Text
Underline = New Text
1 = *Renumbering*
~~*Strikethrough*~~ = Deleted Text

Sec. 46-48. - Office of administrator created; duties generally.

(a) The duties heretofore invested in the clerk of the municipal court under MCA 1972, § 21-23-11 are hereby invested in an administrator of the municipal court, who shall be appointed by the city council and work under the direction of the judges of the municipal court, with the ~~senior~~ Presiding judge being the primary authority in such instances.

Agenda Item # 18
July 28, 2026
(D.Martin, Horhn)

(b) The administrator described in subsection (a) of this section of the municipal court and his staff shall constitute a new city department, operating under the judges of the municipal court and being known as municipal court services.

(c) The administrator of the municipal court shall keep a permanent docket, upon which all cases shall be entered for trial. This docket shall contain the style of the case, the nature of the charge against an accused, and the names of witnesses for the prosecution and defendant. The administrator shall also keep a minute book in which all orders and judgments shall be entered. He shall issue all process from the court. He shall have power to take acknowledgements, administer any oaths required by law to be taken by any person, and take affidavits charging any crimes against the municipality or state.

(d) The administrator shall purchase all dockets, minute books and stationery for the municipal court, and have the account allowed by the municipal judge. The order allowing the account shall be entered upon the minutes, and the municipal authorities shall pay the same.

Sec. 46-77. - Appointment; equivalency of compensation and authority.

(a) At the time provided for the appointment of other officers, not more than ~~three~~ five municipal judges shall be appointed by the mayor and confirmed by an affirmative vote of a majority of the council present and voting.

(b) The mayor shall appoint one of the five judges as the Presiding Judge, whose term will run from January 1 to December 31 of the year of appointment. Should the Mayor decline or otherwise neglect to appoint a new presiding judge by February 15th, the Presiding Judge will retain their role as Presiding Judge for an additional year.

(c) The Mayor may revoke their appointment of a Presiding Judge at any time.

(d) Each municipal judge shall receive the same compensation and exercise the same authority and prerogatives of their office, regardless of the presence or absence of the other municipal judges. The Presiding Judge's salary shall exceed the salary of the other municipal judges reflecting the position's additional authority and responsibilities, in an amount not to exceed a 35% increase.

BE IT FURTHER ORDAINED, the Code of Ordinances of the City of Jackson, Mississippi, is hereby amended to reflect the amendment of certain sections of Chapter 46, Article II, as set forth above, and the City Clerk is authorized to take all actions necessary to effectuate this codification.

BE IT FURTHER ORDAINED that this ordinance shall take effect and be in force from and after its adoption as provided by law.

Office of the City Attorney

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

OFFICE OF THE CITY ATTORNEY

OFFICE OF THE CITY ATTORNEY

This **ORDINANCE OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI, AMENDING CHAPTER 46, ARTICLE II OF THE CITY OF JACKSON CODE OF ORDINANCES** is legally sufficient for placement in NOVUS Agenda.

Drew Martin, *City Attorney*
Megan Bennett, *Deputy City Attorney*

7/8/26
Date

19

ORDINANCE OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI AMENDING CHAPTER 2, ARTICLE IV OF THE CITY OF JACKSON CODE OF ORDINANCES RELATING TO DEPARTMENTS.

WHEREAS, the City Council of the City of Jackson, Mississippi, previously adopted an ordinance creating Chapter 2, Article IV, Section 2-336 of the City of Jackson Code of Ordinances, entitled "Departments," governing the establishment of City departments; and

WHEREAS, pursuant to Mississippi Code §21-19-1 et seq., the City Council has the authority to enact, amend, and repeal ordinances in the interest of the public health, safety, and welfare. Pursuant to Mississippi Code § 21-8-23, the City Council may establish or disestablish departments by ordinance; and

WHEREAS, the City Council has determined that it is in the best interest of the City of Jackson to amend Chapter 2, Article IV, Section 2-336 of the City of Jackson Code of Ordinances.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF JACKSON, MISSISSIPPI, that Chapter 2, Article IV, Section 2-336 of the City of Jackson Code of Ordinances, entitled "Departments" be amended as follows:

Plain Text = Existing Text
Underline = New Text
1 = Renumbering
Strikethrough = Deleted Text

Sec. 2-336. Creation; functions.

There are hereby created the following departments which shall have the following principal functions:

(1) *Administration.* The department of administration shall perform the functions of finance, budget, and management, fleet management, purchasing, and municipal court services, economic development and grants and federal programs.

(2) *Fire.* The fire department shall perform the functions of fire prevention, suppression and education.

(3) *Police.* The police department shall perform the functions of crime prevention and suppression, animal control, youth court, and community improvement, building and permits, planning and zoning, and developmental assistance including, but not limited to, housing.

(4) *Public works.* The public works department shall perform the functions of water and sewer engineering and maintenance; streets, bridges and drainage engineering and maintenance; traffic engineering and maintenance; right-of-way maintenance; cemetery maintenance; park maintenance; building maintenance; solid waste collection contract administration; administration of the pest control contract; central supply; and custodial services.

(5) *Human and cultural services.* The human and cultural services department shall perform the functions of senior services, early childhood education, museums, art galleries, arts centers, auditoriums, and planetariums, as well as administration of a variety of recreational services, including park reservations, community center

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rental, athletic and recreational programming, special events, and the administration of contract facilities, rental registration and public transportation/JATRAN.

(6) *Human resources*. The human resources department shall perform all human resources functions including the administration of benefits.

~~(7) *Planning and development.* The planning and development department shall perform the functions of planning and zoning, developmental assistance including, but not limited to, housing, economic development and grants, federal programs, public transportation/JATRAN, building and permits, and community improvement.~~

(8) *Constituent services and communications*. The constituent services and communications department shall be responsible for the quality and content of information regarding city government. This department will serve as an information conduit for the city council, department heads, employees, and citizens. This department will also conduct site visits with businesses and citizens to identify problems and find solutions before they become unmanageable. The divisions of Action Line, Public Education and Government (PEG) Television, publications, public relations and quality of life, Office of Publications, and related duties shall be under this department.

(9) *Municipal clerk*. The department of municipal clerk shall perform the functions of and duties of the municipal clerk as inherent by law, and those duties referenced in the Mississippi Code Annotated (1972), as amended as belonging to the "clerk", "municipal clerk", or "city clerk". The municipal clerk shall attend all council meetings and, subsequent to the meeting, shall receive the compiled minutes from the clerk of council for recordation. The municipal clerk shall keep the official minutes of the proceedings of the council, shall have custody of records of the municipality and be responsible for record retention, and shall be responsible for publication of all matters which require publication by law. In the absence of the municipal clerk, the duties of the municipal clerk shall be performed by that person serving as the chief deputy clerk of municipality. The municipal clerk shall plan and assign work and exercise general supervision of the deputy municipal clerks, and clerical employees that are assigned to the municipal clerk.

(10) *Information technology*. The department of information technology shall perform all the functions of information technology, information systems, and telecommunications.

Sec. 2-336. Creation; functions.

There are hereby created the following departments which shall have the following principal functions:

(1) *Administration*. The department of administration shall perform the functions of finance, budget, and management, fleet management, purchasing, municipal court services, economic development, grants and federal programs.

(2) *Fire*. The fire department shall perform the functions of fire prevention, suppression and education.

(3) *Police*. The police department shall perform the functions of crime prevention and suppression, animal control, youth court, and community improvement, building

and permits, planning and zoning, and developmental assistance including, but not limited to, housing.

(4) *Public works*. The public works department shall perform the functions of water and sewer engineering and maintenance; streets, bridges and drainage engineering and maintenance; traffic engineering and maintenance; right-of-way maintenance; cemetery maintenance; park maintenance; building maintenance; solid waste collection contract administration; administration of the pest control contract; central supply; and custodial services.

(5) *Human and cultural services*. The human and cultural services department shall perform the functions of senior services, early childhood education, museums, art galleries, arts centers, auditoriums, and planetariums, as well as administration of a variety of recreational services, including park reservations, community center rental, athletic and recreational programming, special events, and the administration of contract facilities, rental registration and public transportation/JATRAN.

(6) *Human resources*. The human resources department shall perform all human resources functions including the administration of benefits.

(7) *Constituent services and communications*. The constituent services and communications department shall be responsible for the quality and content of information regarding city government. This department will serve as an information conduit for the city council, department heads, employees, and citizens. This department will also conduct site visits with businesses and citizens to identify problems and find solutions before they become unmanageable. The divisions of Action Line, Public Education and Government (PEG) Television, publications, public relations and quality of life, Office of Publications, and related duties shall be under this department.

(8) *Municipal clerk*. The department of municipal clerk shall perform the functions of and duties of the municipal clerk as inherent by law, and those duties referenced in the Mississippi Code Annotated (1972), as amended as belonging to the "clerk", "municipal clerk", or "city clerk". The municipal clerk shall attend all council meetings and, subsequent to the meeting, shall receive the compiled minutes from the clerk of council for recordation. The municipal clerk shall keep the official minutes of the proceedings of the council, shall have custody of records of the municipality and be responsible for record retention, and shall be responsible for publication of all matters which require publication by law. In the absence of the municipal clerk, the duties of the municipal clerk shall be performed by that person serving as the chief deputy clerk of municipality. The municipal clerk shall plan and assign work and exercise general supervision of the deputy municipal clerks, and clerical employees that are assigned to the municipal clerk.

(9) *Information technology*. The department of information technology shall perform all the functions of information technology, information systems, and telecommunications.

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ORDER CONFIRMING THE MAYOR'S APPOINTMENT OF LOUIS CLIFFORD, IV AS A MUNICIPAL JUDGE FOR THE JACKSON MUNICIPAL COURT IN JACKSON, MISSISSIPPI.

WHEREAS, it is necessary to provide for the continuation of the work of the Jackson Municipal Court by ensuring that municipal court judges are properly appointed; and

WHEREAS, the Mayor hereby appoints Louis Clifford, IV as Municipal Judge for the Jackson Municipal Court, Jackson, Mississippi, to be effective upon confirmation by the City Council; and

WHEREAS, currently, Lilli E. Bass serves as Chief Municipal Judge, and Kevin Bass, Taurean Buchanan, and Jeffery P. Reynolds serve on the Jackson Municipal Court; and

WHEREAS, the appointment came before the City Council for confirmation as required by Sections 21-8-23, 21-23-3, and 21-15-41 of the Mississippi Code of 1972, as amended; and

WHEREAS, the City Council has considered the appointment, and a majority of the Council present and voting has determined that the appointment should be and is hereby confirmed.

IT IS, THEREFORE, ORDERED by the Council for the City of Jackson that the appointment of Louis Clifford, IV as Municipal Judge for the Jackson Municipal Court for the City of Jackson, Mississippi, shall be and is hereby confirmed.

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July 28, 2026
(Horhn)

Biography of C. Louis Clifford IV

C. Louis Clifford IV is an experienced attorney who has been admitted to practice before the state and federal courts of Mississippi since 1999. A native of Jackson County, he earned his Bachelor's degree with honors from the University of Southern Mississippi before receiving his Juris Doctorate from the Mississippi College School of Law, where he served on the Moot Court Board.

With nearly 25 years of experience in private practice, Mr. Clifford has handled a diverse range of legal matters, including civil, criminal, administrative, and international cases. In addition to his private practice, he has served as an part-time Assistant Hinds County Prosecuting Attorney since 2018, representing the state in Justice, Municipal, County, and Youth Courts.

Louis is a parishioner at St. Richard Catholic Church and an active member of the Knights of Columbus. He resides in Jackson with his wife, Tara, and their daughter, Clara.

C. Louis Clifford IV

Professional Experience

Clifford Law Firm, PLLC – Jackson, Mississippi
Managing Member, May 2011 – present
Handles litigation, appellate and transactional matters; Practice areas include: wills, estates and probate, civil litigation, personal injury, administrative law, commercial law, business and real estate law.

Office of the Hinds County Prosecuting Attorney – Jackson, Mississippi
Assistant County Prosecutor, February 2018 – present
Serving part time as a prosecutor in Justice Court, Municipal Court, County Court and Youth Court handling misdemeanor matters and appeals, youth court proceedings, and felony preliminary hearings.

Ware Clifford Law Firm, PLLC – Jackson, Mississippi
Member, June 2008 – May 2011
Handled civil litigation matters as well as criminal, appellate and transactional matters. Represented clients, both plaintiff and defendant, in a variety of matters including civil litigation, wills, estates and probate, personal injury, commercial litigation, administrative law, business and real estate law, family law, and criminal defense.

Eaves Law Firm – Jackson, Mississippi
Of Counsel, July 2004 – June 2008
Handled civil litigation and transactional matters at the law firm that represented domestic and international clients; Handled matters for a diverse group of clients in the areas of wills, estates and probate, personal injury, products liability, Federal and State Tort Claims Act, Foreign Sovereign Immunities Act and Alien Tort Claims Act, business law, and criminal defense.

Panter, Harris & Clifford, PLLC – Jackson and Madison, Mississippi
Member, October 2002 – June 2004
Member of law firm whose practice which included both litigation and transactional matters; Handled matters in the areas of wills, estates and probate, civil litigation, healthcare law, environmental law, commercial law and business law. Prepared and argued motions. Handled depositions and document reviews in civil litigation matters.

Copeland Cook Taylor & Bush, P.A.- Ridgeland, Mississippi
Associate Attorney, November 2001 – October 2002
Attorney in the Commercial Litigation and Healthcare Law Groups; Handled wills, estates and probate; Prepared motions and briefs; Conducted research of various complex legal issues; Defended depositions and conducted document reviews. Drafted a variety of transactional documents and litigation pleadings.

Circuit Court of Hinds County, Mississippi – Jackson, Mississippi
Law Clerk to the Honorable L. Breland Hilburn and W. Swan Yerger
September 1999 – August 2001
Served as legal advisor to two Circuit Court Judges who handled a large case load of civil litigation matters ranging from simple to complex as well as felony criminal matters. Duties included reviewing documents, files and pleadings, extensive legal research, preparing memoranda, orders, opinions and judgments.

Education

Juris Doctorate Degree May 1999
Mississippi College School of Law – Jackson, Mississippi
Served as a Member and Clerk of the Moot Court Board and as a Senator in Law Student Government Association (1997-1999).

Bachelor of Arts Degree August 1995
University of Southern Mississippi – Hattiesburg, Mississippi
Achieved a Bachelor of Arts degree with Honors majoring in history with a minor in political science.

Associates of Arts Degree May 1993
Mississippi Gulf Coast Community College - Gautier, Mississippi
Completed an Associates of Arts degree in General Studies and was the recipient of a Davis Mortenson Scholarship.

Professional Affiliations

-Admitted to Practice before all state and federal courts in Mississippi.
-Member of the Mississippi Bar, admitted September 1999.

References

Professional and personal references available upon request.

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AMENDED ORDER ESTABLISHING THE ASSESSMENT FOR THE DOWNTOWN JACKSON BUSINESS IMPROVEMENT DISTRICT FOR TAX YEAR 2026.

WHEREAS, an election was held on January 17, 2017, allowing Downtown Jackson Business Improvement District property owners to reauthorize the district boundaries, the district plan, and the district management group for a period of 10 years, in accordance with Miss. Code Section 21-43-131; and

WHEREAS, the results of said election exceeded the sixty-percent affirmative threshold under Miss. Code Section 117; and

WHEREAS, pursuant to Mississippi Code Annotated, as amended, §21-43-123, the City shall annually levy a square footage assessment on property in the district, in accordance with the district plan, and likewise shall collect and enforce the assessments, and cause the tax collector to disburse the proceeds to the district management group, now established as Downtown Jackson Partners; and

WHEREAS, this procedure has been followed since 1996.

WHEREAS, the June 23, 2026, Special City Council Meeting adopted an Order establishing the annual assessment for each tract of land in the Downtown Jackson Business Improvement District for Tax Year 2026.

WHEREAS, the Order inadvertently included the property list for Tax Year 2025, when it should have included the property list for Tax Year 2026.

WHEREAS, to correct this error, the Council hereby adopts this Amended Order, which contains the accurate property list for Tax Year 2026.

IT IS HEREBY ORDERED by the City Council of Jackson, Mississippi, that there is levied on all taxable real property in the Downtown Jackson Business Improvement District within the corporate limits of the City of Jackson a levy of $0.11 on each square foot of buildings and unimproved real estate for the following properties for Tax Year 2026:

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(Caldwell, Horhn)

Office of the City Attorney

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

OFFICE OF THE CITY ATTORNEY

OFFICE OF THE CITY ATTORNEY

This **AMENDED ORDER ESTABLISHING THE ASSESSMENT FOR THE DOWNTOWN JACKSON BUSINESS IMPROVEMENT DISTRICT FOR TAX YEAR 2026** is legally sufficient for placement in NOVUS Agenda.

Drew Martin, *City Attorney*

7/23/26
Date

PARCEL NUMBER	TAX ROLL ASSESSED OWNER WITH MAILING ADDRESS	PROPERTY STREET ADDRESS	LAND SQFT	BLDQ SQFT	$0.11 SQARE FT ASSESSMENT
1193-15-1	200 SOUTH COMMERCE STREET LLC 755 GILLESPIE ST JACKSON MS 39202	200 S COMMERCE ST	11,760	24,220	$3,958
1194-5	MISS POWER & LIGHT CO ATTN. ADVALOREM TAX SECTION P O BOX 1640 JACKSON, MS. 39205	711 TOMBIGBEE ST	105,152	45,975	$16,624
1194-6	MISS POWER & LIGHT CO ATTN. ADVALOREM TAX SECTION P O BOX 1640 JACKSON, MS. 39205	0 S COMMERCE ST	12,160	0	$1,338
1194-7	MISS POWER & LIGHT CO P O BOX 1640 JACKSON MS 39205	740 E SOUTH ST	120,608	30,365	$16,607
186-10	GANNETT MS CORP C/O IAC 6 ARROW RD STE 100 RAMSEY NJ 07446	0 TOMBIGBEE ST	2,440	0	$268
186-11	GANNETT MS CORP C/O IAC 6 ARROW RD STE 100 RAMSEY NJ 07446	0 S WEST ST	3,500	0	$385
186-12	GANNETT MS CORP C/O IAC 6 ARROW RD STE 100 RAMSEY NJ 07446	0 S WEST ST	12,800	0	$1,408
186-13	GANNETT MS CORP C/O IAC 6 ARROW RD STE 100 RAMSEY NJ 07446	0 TOMBIGBEE ST	1,500	0	$165
186-14	GANNETT MS CORP C/O IAC 6 ARROW RD STE 100 RAMSEY NJ 07446	0 E PASCAGOULA ST	12,000	0	$1,320
186-15	GANNETT MS CORPC/O IAC	301 E PASCAGOULA ST	12,000	24,000	$3,960

	6 ARROW RD STE RAMSEY NJ 07446				
186-16	CAPITAL HOTEL ASSOC LLC 110 ROSEDOWNE BEND MADISON MS 39110	407 S CONGRESS ST	44,431	174,518	$24,084
186-21	CAPITAL HOTEL ASSOC LLC 110 ROSEDOWNE BEND MADISON MS 39110	0 S CONGRESS ST	3920	0	$431
186-21-1	CAPITAL HOTEL ASSOC LLC 110 ROSEDOWNE BEND MADISON MS 39110	0 S CONGRESS ST	4792	0	$527
186-21-2	CAPITAL HOTEL ASSOC LLC 110 ROSEDOWNE BEND MADISON MS 39110	0 S CONGRESS ST	2,614	0	$288
186-23	CAPITAL HOTEL ASSOC LLC 110 ROSEDOWNE BEND MADISON MS 39110	0 S CONGRESS ST	11,761	0	$1,293
186-24	CAPITAL HOTEL ASSOC LLC 110 ROSEDOWNE BEND MADISON MS 39110	0 S WEST ST	34,848	0	$3,833
186-26	QUAKER 22 LLC 1000 RIVERSIDE AVE STE 400 JACKSONVILLE FL 32204	425 TOMBIGBEE ST	2,430	4,456	$757
186-27	CAPITAL HOTEL ASSOC LLC 110 ROSEDOWNE BEND MADISON MS 39110	0 TOMBIGBEE ST	55,776	0	$6,135
186-28	CAPITAL HOTEL ASSOC LLC 110 ROSEDOWNE BEND MADISON MS 39110	413 S PRESIDENT ST	7,500	7,840	$1,687
186-29	CAPITAL HOTEL ASSOC LLC 110 ROSEDOWNE BEND MADISON MS 39110	499 S PRESIDENT ST	16,000	13,888	$3,288

186-32	CAPITAL HOTEL ASSOC LLC 110 ROSEDOWNE BEND MADISON MS 39110	0 S CONGRESS ST	5,516	0	$607
186-33	CAPITAL HOTEL ASSOC LLC 110 ROSEDOWNE BEND MADISON MS 39110	0 S CONGRESS ST	9,834	0	$1,082
186-34	CAPITAL HOTEL ASSOC LLC 110 ROSEDOWNE BEND MADISON MS 39110	405 TOMBIGBEE ST	5,568	11,200	$1,844
186-34-1	CAPITAL HOTEL ASSOC LLC 110 ROSEDOWNE BEND MADISON MS 39110	408 S CONGRESS ST	3,425	0	$377
186-41	DOWNTOWN PROPERTY DEVELOPMENT LLC 355 SOUTH STATE ST JACKSON MS 39201	355 S STATE ST	20,120	2,700	$2,510
186-49	LPC CMP PROPERTIES LLC 410 S PRESIDENT ST JACKSON MS 39201	401 S STATE ST	10,520	10,400	$2,301
186-50	LPC CMP PROPERTIES LLC 410 S PRESIDENT ST JACKSON MS 39201	0 TOMBIGBEE ST	1,360	0	$150
186-50-1	WHATLEY M H MRS LIFE EST C/O CRYMES PITTMAN P.O. BOX 22985 JACKSON, MS 39225-2985	0 TOMBIGBEE ST	588	0	$65
186-51	LPC PROPERTIES LLC 410 S PRESIDENT ST JACKSON MS 39201	0 TOMBIGBEE ST	2,052	0	$226
186-52	LPC PROPERTIES LLC 410 S PRESIDENT ST JACKSON MS 39201	411 S STATE ST	7,264	3,200	$1,151
186-52-1	LPC PROPERTIES LLC 410 S PRESIDENT ST JACKSON MS 39201	409 S STATE ST	5,841	3,120	$986

186-53	INTERIOR DESIGN REMOLDING LLC 419 S STATE ST JACKSON MS 39201	417 S STATE ST	13,028	4,960	$1,979
186-54	KNOTT SANFORD E P O BX 1208 JACKSON MS 3921	425 S STATE ST	4,000	4,043	$885
186-57	PITTMAN CRYMES G P O BOX 22985 JACKSON MS 39225-2985	0 S PRESIDENT ST	12,800	0	$1,408
186-58	PGRW PROPERTIES LLC PO BOX 22985 JACKSON MS 39225-2985	0 TOMBIGBEE ST	24,305	0	$2,674
186-59	PGRW PROPERTIES LLC PO BOX 22985 JACKSON MS 39225-2985	410 S PRESIDENT ST	5,760	3,780	$1,049
186-9	GANNETT MS CORP C/O IAC 6 ARROW RD STE 100 RAMSEY NJ 07446	0 TOMBIGBEE ST	4,000	0	$440
190-11	123 W CAPITOL LLC P O BOX 13925 JACKSON MS 39236	123 W CAPITOL ST	2,350	8,836	$1,230
190-12	WEST CAPITOL LLC P O BOX 16470 JACKSON MS 39236-6470	119 W CAPITOL ST	2,350	4,700	$776
190-13	WEST CAPITOL LLC P O BOX 16470 JACKSON MS 39236-6470	117 W CAPITOL ST	2,350	2,350	$517
190-14	WEST CAPITOL LLC P O BOX 16470 JACKSON MS 39236-6470	113 W CAPITOL ST	4,930	9,400	$1,576
190-15	WEST CAPITOL LLC P O BOX 16470 JACKSON MS 39236-6470	0 W CAPITOL ST	4,700	0	$517
190-19	MILLSAPS PROPERTIES LLC 971 LAKELAND DR STE 401 JACKSON MS 39216	0 S ROACH ST	7,073	0	$778
190-2	KING EDWARD REVITALIZATION CO LLC	0 W CAPITOL ST	107,391	410,756	$56,996

	812 GRAVIER ST SUITE 200 NEW ORLEANS LA 70112				
190-20	OCTAGON REAL ESTATE DEV LLC 113 WINTERBURY DR MADISON MS 39110	116 S ROACH ST	4,064	4,400	$931
190-21	E & R RENTAL PROPERTIES LLC 140 W PEARL ST JACKSON MS 39201	140 W PEARL ST	17,934	4,960	$2,518
190-4	PRUET OIL CO 217 W CAPITOL ST STE 201 JACKSON MS 39201	217 W CAPITOL ST	9,600	20,400	$3,300
190-5	ALOROD PROPERTY MANAGEMENT LLC 215 W CAPITOL ST JACKSON MS 39201	215 W CAPITOL ST	4,800	2,848	$841
190-6	WASHINGTON JAMES 2701 N STATE ST JACKSON MS 39216	213 W CAPITOL ST	3,920	3,430	$809
190-7	WASHINGTON JAMES 2701 N STATE ST JACKSON MS 39216	209 W CAPITOL ST	4,016	6,860	$1,196
190-8	MILLSAPS PROPERTIES LLC 971 LAKELAND DR STE 401 JACKSON MS 39216	205 W CAPITOL ST	3,500	13,723	$1,895
190-8-1	CAI REALTY LLC P O BOX 655 JACKSON MS 39205	207 W CAPITOL ST	2,160	1,640	$418
190-8-2	MILLSAPS PROPERTIES LLC 971 LAKELAND DR STE 401 JACKSON MS 39216	201 W CAPITOL ST	588	5,414	$660
190-8-3	MILLSAPS PROPERTIES LLC 971 LAKELAND DR STE 401 JACKSON MS 39216	201 W CAPITOL ST	588	5,414	$660
190-8-4	MILLSAPS PROPERTIES LLC 971 LAKELAND DR STE 401 JACKSON MS 39216	201 W CAPITOL ST	588	5,414	$660
190-8-5	MILLSAPS PROPERTIES LLC	201 W CAPITOL ST	588	5,414	$660

	971 LAKELAND DR STE 401 JACKSON MS 39216				
190-8-6	MILLSAPS PROPERTIES LLC 971 LAKELAND DR STE 401 JACKSON MS 39216	201 W CAPITOL ST	588	5,414	$660
190-8-7	MILLSAPS PROPERTIES LLC 971 LAKELAND DR STE 401 JACKSON MS 39216	201 W CAPITOL ST	588	5,414	$660
190-8-8	MILLSAPS PROPERTIES LLC 971 LAKELAND DR STE 401 JACKSON MS 39216	201 W CAPITOL ST	588	5,414	$660
191-1	SELECT EDGE REALTY LLC 277 E PEARL ST JACKSON MS 3920	0 S WEST ST	7,050	0	$776
191-12	KAZ LLC 346 HERITAGE PL JACKSON MS 39212	0 E PASCAGOULA ST	7,571	0	$833
191-13	KAZ LLC 346 HERITAGE PL JACKSON MS 39212	124 E PASCAGOULA ST	7,384	0	$812
191-25	C02 INVESTMENTS LLC 109 INEZ OWENS DR JACKSON MS 39212	157 E PEARL ST	2,365	2,160	$498
191-26	PERINATAL SERVICES PLLC 109 INEZ OWENS DR JACKSON MS 3921	159 E PEARL ST	2,530	2,160	$516
191-27	POWELL ORGANIZATION LLC 112 GRANDVIEW CIR BRANDON MS 39047	201 S LAMAR ST	4,812	4,812	$1,059
191-28	DMHC INVESTMENT LLC 213 S LAMAR ST JACKSON MS 3920	213 S LAMAR ST	3,875	6,720	$1,165
191-3	HERTZ JACKSON CITY CENTRE LLC 21890 BURBANK BLVD STE 300 SOUTH WOODLAND HILLS CA 9136	211 S WEST ST	49,049	157,194	$22,687

191-30	BAILEY MORTGAGE CO C/O LOAN OPERATION DEPT 214 W COLLEGE ST MURFREESBORO TN 37130	200 S LAMAR ST	24,863	166,128	$21,009
191-32	BAILEY MORTGAGE CO C/O LOAN OPERATIONS DEPT 214 W COLLEGE ST MURFREESBORO TN 37130	211 E PEARL ST	13,948	0	$1,534
191-33	WOLVERTON PEARL STREET PROP LLC 167 E PEARL ST JACKSON MS 39201	225 E PEARL ST	12,000	9,750	$2,393
191-34	TANNER COMMERCIAL PROPERTIES LLC 121 BRIDGEWATER XING RIDGELAND MS 39157-860	265 E PEARL ST	3,300	2,730	$663
191-34-1	TANNER COMMERICAL PROPERTIES LLC 1012 PARKWOOD PL JACKSON MS 39206	263 E PEARL ST	3,300	2,730	$663
191-35	SELECT EDGE REALTY LLC 277 E PEARL ST JACKSON MS 39201	277 E PEARL ST	15,090	21,788	$4,057
191-36	STAMPS LARRY & ANITA M P O BOX 2916 JACKSON MS 39207-2916	269 E PEARL ST	6,660	11,700	$2,020
191-37	DABIT LAMIA & SALIBA INV LLC 101 E CAPITOL ST JACKSON MS 39201	101 E CAPITOL ST	7,200	19,440	$2,930
191-38	DABIT LAMIA & SALIBA INV LLC 101 E CAPITOL ST JACKSON MS 39201	109 E CAPITOL ST	2,300	3,450	$633
191-39	HERTZ JACKSON FOUR LLC 21860 BURBANK BLVD SUITE 300 S WOODLAND HILLS CA 91367	111 E CAPITOL ST	88,375	279,360	$40,451
191-47	ELITE INDIAN CUISINE LLC 457 BOZEMAN RD	0 E CAPITOL ST	5,251	0	$578

	MADISON MS 39110				
~~191-48~~			~~192~~	~~0~~	~~$21~~
191-49	ELITE INDIAN CUISINE LLC 457 BOZEMAN RD MADISON MS 39110	141 E CAPITOL ST	4,376	4,000	$921
191-65	REIGN CO2 PROPCO LLC 413 W 14TH ST 2ND FLOOR NEW YORK NY 10014	0 E CAPITOL ST	19,472	156,839	$19,394
191-66	REIGN CO2 PROPCO LLC 413 W 14TH ST 2ND FLOOR NEW YORK NY 10014	0 E CAPITOL ST	15,122	145,286	$17,645
191-67	REIGN CO2 PROPCO LLC 413 W 14TH ST 2ND FLOOR NEW YORK NY 10014	215 E CAPITOL ST	12,419	0	$1,366
191-68	225 EAST CAPITOL STREET HOTEL LLC 2727 KIRBY DRIVE APT 15C HOUSTON TX 77098	225 E CAPITOL ST	33,944	182,258	$23,782
191-70	RIDGWAY MANAGEMENT INC P O BOX 187 JACKSON MS 39205	235 E CAPITOL ST	12,825	11,310	$2,655
191-71	SOUTHERN INST OF FINE ARTS DEV CO 2727 KIRBY DRIVE APT 15C HOUSTON, TX 77098	245 E CAPITOL ST	63,000	115,000	$19,580
191-8	SECURITY CENTRE INC C/O LOAN OPERATIONS DEPT 214 W COLLEGE ST MURFREESBORO TN 37130	200 S LAMAR ST	17,083	70,486	$9,633
191-8-1	SECURITY CENTRE INC C/O LOAN OPERATIONS DEPT 214 W COLLEGE ST MURFREESBORO TN 37130	200 S LAMAR ST	15,141	70,486	$9,419
191-9	CARDAN ENTERPRISES LLC	156 E PASCAGOULA ST	18,040	8,850	$2,958

	378 FANNIN LANDING CIR BRANDON MS 39042				
192-1	ACROTERION LLC 1041 TOMMY MUNRO DR BILOXI MS 39532	329 E CAPITOL ST	7,664	12,675	$2,237
192-16	GANNETT MS CORP C/O IAC 6 ARROW RD STE 100 RAMSEY NJ 07446	309 E PEARL ST	43,651	108,000	$16,682
192-2	LAMAR LIFE QALICB LLC ATTN: T ANDREW MATTIACE 125 S CONGRESS ST STE 1800 JACKSON MS 39201	315 E CAPITOL ST	4,506	87,000	$10,066
~~192-23-1~~			~~600~~	~~0~~	~~$66~~
192-24	INVESTEK INC LESSEE P O BOX 1006 JACKSON MS 39215	119 S PRESIDENT ST	5,600	13,104	$2,057
192-27	SPENGLER THOMAS BUILDING LLC 129 SOUTH PRESIDENT ST JACKSON MS 39201	129 S PRESIDENT ST	21,280	14,532	$3,939
192-3	MATTIACE OFFICE CO LLC P O BOX 13809 JACKSON MS 39236-3809	125 S CONGRESS ST	25,536	393,420	$46,085
192-32	JPMORGAN CHASE BANK NA 1111 POLARIS PKWY MAIL CODE OH1-0274 COLUMBUS OH 43240-2050	100 S CONGRESS ST	25,680	0	$2,825
192-34	LE FLEURS BLUFF PROPERTIES LLC 43 FARNHAM PL METAIRIE LA 7000	401 E CAPITOL ST	25,231	91,557	$12,847
192-35	LE FLEURS BLUFF PROPERTIES LLC 43 FARNHAM PL METAIRIE LA 70005	413 E CAPITOL ST	2,532	10,176	$1,398
192-36	LEFLEURS BLUFF PROPERTIES LLC 43 FARNHAM PL METAIRIE LA 70005	415 E CAPITOL ST	3,048	6,096	$1,006
192-37	BANK OF MISS C/O TAX DEPT P O BOX 789	525 E CAPITOL ST	12,618	70,111	$9,100

	TUPELO MS 38802 0789				
192-38	BANK OF MISS C/O TAX DEPT P O BOX 789 TUPELO MS 38802-0789	525 E CAPITOL ST	4,333	5,700	$1,104
192-4	308 ELECTRIC BUILDING JACKSON MS 371 HOES LN PISCATAWAY NJ 08854	310 E PEARL ST	11,920	119,000	$14,401
192-45	BANK OF MISS C/O TAX DEPT P O BOX 789 TUPELO MS 38802 0789	0 S PRESIDENT ST	29,440	3,876	$3,665
192-45-1	BANK OF MISS C/O TAX DEPT P O BOX 789 TUPELO MS 38802 0789	0 S STATE ST	36,691	0	$4,036
192-56	CURTIS CHARLES & ALEXANDRIA & CORA 137 N PLACE DR MADISON MS 39110	112 S PRESIDENT ST	745	756	$165
192-57	MACON BUILDING LLC 501 E CAPITOL ST JACKSON MS 39201-2704	501 E CAPITOL ST	3,512	12,000	$1,706
192-59	EXECUTIVE AUTOMOBILE SALES LLC 507 E CAPITOL ST JACKSON MS 39201	507 E CAPITOL ST	8,512	38,160	$5,134
192-6	GANNETT RIVER STATES PUBLISHING C/O IAC 6 ARROW RD STE 100 RAMSEY NJ 07446	201 S CONGRESS ST	52,599	66,000	$13,046
192-74	WALLER WILLIAM L JR & ROBERT O ATTN WILLIAM WALLER P O BOX 4 JACKSON MS 39205	220 S PRESIDENT ST	7,680	2,750	$1,147
192-79	GADOW & TYLER HOLDING CO LLC 511 E PEARL ST JACKSON MS 39201	511 E PEARL ST	3,000	3,200	$682
192-9	GANNETT RIVER STATES PUBLISHING C/O IAC 6 ARROW RD STE 100 RAMSEY NJ 07446	0 E PASCAGOULA ST	13,024	0	$1,433
193-1	GJS HOLDINGS LLC	0 S STATE ST	7,875	0	$866

	214 S STATE ST JACKSON MS 39201				
193-10	STORAGEMAX DOWNTOWN LLC 599-B STEED RD RIDGELAND MS 39157	304 S STATE ST	13,650	32,000	$5,022
193-11	CAPITAL CITY PROPERTYS 259 NORTHSIDE DR NEWTON MS 39345	312 S STATE ST	66,812	45,175	$12,319
193-2	GJS HOLDINGS LLC 214 S STATE ST JACKSON MS 39201	0 S STATE ST	2,550	0	$281
193-3	GJS HOLDINGS LLC 214 S STATE ST JACKSON MS 39201	0 S STATE ST	3,700	0	$407
193-4	GJS HOLDINGS LLC 214 S STATE ST JACKSON MS 39201	0 S STATE ST	4,500	0	$495
193-5	GJS HOLDINGS LLC 214 S STATE ST JACKSON MS 39201	214 S STATE ST	3,900	4,875	$965
193-6	GJS HOLDINGS LLC 214 S STATE ST JACKSON MS 39201	216 S STATE ST	3,900	8,775	$1,394
193-7	SWW PROPERTIES LLC C/O JOSEPH P WISE 30336 BALDWIN ST PERDIDO BEACH AL 36530	0 S STATE ST	23,714	0	$2,609
194-1	CELLULAR SOUTH REAL ESTATE INC 1018 HIGHLAND COLONY PKWY STE 330 RIDGELAND MS 39157	400 S STATE ST	34,131	18,500	$5,789
194-2	JACKSON ADVOCATE CORP 414 S STATE ST STE 101 JACKSON MS 39201	414 S STATE ST	17,600	19,050	$4,032
194-4	CADILLAC GAMES LLC 43 FARNHAM PL METAIRIE LA 70005	430 S STATE ST	50,208	21,700	$7,910
24-21	GARRISON M LEE ET AL	656 N STATE ST	48,569	9,154	$6,350

	14400 METCALF AVE OVERLAND PARK,KS 66223				
24-26	SATURDAY SELLER LLC 120 KIRKWOOD PL JACKSON MS 39211	610 N STATE ST	14,531	11,780	$2,894
24-29	ALOROD PROPERTY MANAGEMENT LLC 602 N STATE ST JACKSON MS 39202	628 N STATE ST	37,143	10,800	$5,274
24-31	WNW PROPERTIES LLC 129B S PRESIDENT ST JACKSON MS 39201	640 N STATE ST	31,020	6,003	$4,073
24-32	ALOROD PROPERTY MANAGEMENT LLC 620 N STATE ST STE 304 JACKSON MS 39202	654 N STATE ST	15,071	5,400	$2,252
24-43	COXWELL & ASSOCIATES PLLC 500 N STATE ST JACKSON MS 39202	500 N STATE ST	12,800	4,078	$1,857
24-49	LAKE JERRY F 711 HIGH ST JACKSON MS 39201	713 HIGH ST	14,738	7,782	$2,477
30-1-1	MISS MUNICIPAL SERVICE CO INC 600 EAST AMITE ST JACKSON MS 39201	600 E AMITE ST	9,805	17,640	$3,019
30-3	OLD CAPITOL INN INC 226 N STATE ST JACKSON MS 39201	226 N STATE ST	20,475	30,259	$5,581
30-3-1	OLD CAPITOL INN INC 226 NORTH STATE ST JACKSON MS 39201	0 N STATE ST	10,890	0	$1,198
33-1	EAVES JOHN A JR & RAY PAIGE E & 59 ROSE AVE APT 4 VENICE CA 90291	105 N STATE ST	1,975	4,576	$721
33-10	SCHLESINGER TIFFANY E 59 ROSE AVE APT 4 VENICE CA 90291	123 N STATE ST	3,828	4,750	$944

33-11	INTERNATIONAL MUSEUM OF MUSLIM 201 E CAPITOL ST JACKSON MS 39201	129 N STATE ST	6,496	3,600	$1,111
33-1-1	EAVES JOHN A JR 101 N STATE ST JACKSON MS 39201	101 N STATE ST	2,906	4,640	$830
33-11-1	INTERNATIONAL MUSEUM OF MUSLIM 201 E CAPITOL ST JACKSON MS 39201	125 N STATE ST	4,104	4,970	$998
33-14	CHRISTIECO LLC 500 E CAPITOL ST JACKSON MS 39201	500 E CAPITOL ST	4,516	12,000	$1,817
33-14-1	CHRISTIECO LLC 500 E CAPITOL ST JACKSON MS 39201	0 N PRESIDENT ST	2,175	0	$239
33-15	CHRISTIECO LLC 500 E CAPITOL ST JACKSON MS 39201	0 E CAPITOL ST	3,879	0	$427
33-17	MACK ELAINE L EST & ATTN: MARCUS A CHEATHAM 3216 ASHLEY CIR JACKSON MS 39213	434 E CAPITOL ST	2,916	2,916	$642
33-18	MACK ELAINE L EST & ATTN: MARCUS A CHEATHAM 3216 ASHLEY CIR JACKSON MS 39213	107 N PRESIDENT ST	1,324	1,324	$291
33-18-1	MACK ELAINE L EST & ATTN: MARCUS A CHEATHAM 3216 ASHLEY CIR JACKSON MS 39213	436 E CAPITOL ST	1,037	1,037	$228
33-19	TRACE PLACE PROPERTIES LLC 43 FARNHAM PL METAIRIE LA 70005	426 E CAPITOL ST	5,400	4,350	$1,073
33-2	EAVES JOHN A JR 101 N STATE ST JACKSON MS 39201	520 E CAPITOL ST	3,156	3,156	$694
33-20	TRACE PLACE PROPERTIES LLC 43 FARNHAM PL METAIRIE LA 70005	422 E CAPITOL ST	3,240	2,059	$583
33-21	TRACE PLACE PROPERTIES LLC 43 FARNHAM PL METAIRIE LA 70005	418 E CAPITOL ST	6,060	1,875	$873

33-22	TRACE PLACE PROPERTIES LLC 43 FARNHAM PL METAIRIE LA 70005	113 N PRESIDENT ST	4,400	6,600	$1,210
33-27	PLAZA BUILDING LLC P O BOX 491817 LOS ANGELES CA 90049	120 N CONGRESS ST	10,400	102,000	$12,364
33-29	EMPORIUM PROPERTY LLC C/O THOMASON PROPERTY TAX SERVICES P O BOX 56607 ATLANTA GA 30343	400 E CAPITOL ST	19,275	61,690	$8,906
33-31	CONSOLIDATED INVESTMENT CO LLC 414 E CAPITOL ST JACKSON MS 39201	414 E CAPITOL ST	2,480	4,118	$726
33-33	BACKWATER MANAGEMENT LLC 809 AVONDALE ST JACKSON MS 39216	0 N STATE ST	3,779	0	$416
33-4	518 E CAPITOL LLC 1320 ST ANN ST JACKSON MS 39202	518 E CAPITOL ST	3,344	11,600	$1,644
33-5	RAY PAIGE E 101 N STATE ST JACKSON MS 39201	107 N STATE ST	1,872	3,400	$580
33-6	BACKWATER MANAGEMENT LLC 809 AVONDALE ST JACKSON MS 39216	109 N STATE ST	2,195	2,880	$558
33-7	EAVES JOHN A JR 101 NORTH STATE ST JACKSON MS 39201	113 N STATE ST	2,328	2,880	$573
33-8	BACKWATER MANAGEMENT LLC 809 AVONDALE ST JACKSON MS 39216	117 N STATE ST	7,749	10,650	$2,024
33-8-1	EAVES JOHN A JR 101 N STATE ST JACKSON MS 39201	115 N STATE ST	2,720	2,880	$616
34-11	MS REPUBLICAN PARTY BUILDING TRUST C/O CAROL HARDWICK P O BOX 60	228 N CONGRESS ST	12,800	6,260	$2,097

	JACKSON MS 39205				
34-14	CONGRESS STREET INVESTORS LLC P O BOX 13925 JACKSON MS 39236-3925	202 N CONGRESS ST	42,720	39,950	$9,094
34-16	CONGRESS STREET INVESTORS LLC P O BOX 13925 JACKSON MS 39236-3925	0 E AMITE ST	12,080	0	$1,329
34-2	ECM DEVELOPMENT LLC 201 N PRESIDENT ST JACKSON MS 39201	201 N PRESIDENT ST	6,825	8,350	$1,669
34-23	CRANK TANK INVESTMENTS LLC 303 COMMERCE PARK DR JACKSON MS 39213	0 YAZOO ST	6,320	0	$695
34-24	GIDDENS JOHN PROPERTIES LLC 226 N PRESIDENT ST JACKSON MS 39201	226 N PRESIDENT ST	4,640	2,900	$829
34-25	CRANK TANK INVESTEMENTS LLC 303 COMMERCE PARK DR JACKSON MS 39213	222 N PRESIDENT ST	8,000	22,989	$3,409
34-3	ECM DEVELOPMENT LLC 201 N PRESIDENT ST JACKSON MS 39201	0 E AMITE ST	1,925	0	$212
34-4	MCRAE CHARLES R 416 E AMITE ST JACKSON MS 39201	416 E AMITE ST	2,450	7,140	$1,055
34-45	HUTCHINS WENDY A & AGNEW LEVOY B IV 2422 JACK JOHNSON RD TERRY MS 39170	418 YAZOO ST	2,277	1,740	$442
34-51	BELLAN JOAN B ETAL 3936 KINGS HWY JACKSON MS 39216	316 N CONGRESS ST	9,001	0	$990
34-54	GALLOWAY PROPERTIES LLC P O BOX 22929	304 N CONGRESS ST	12,305	7,000	$2,124

	JACKSON MS 39225				
34-55	GALLOWAY PROPERTIES LLC P O BOX 22929 JACKSON MS 39225	0 YAZOO ST	4.815	0	$530
34-7	CONGRESS STREET INVESTORS LLC P O BOX 13925 JACKSON MS 39236 3925	219 N PRESIDENT ST	20.000	3.042	$2.535
35-11	INVICTUS LEGACY HOLDINGS LLC 728 N CONGRESS ST JACKSON MS 39202	0 N STATE ST	7.356	0	$809
35-12	INVICTUS LEGACY HOLDINGS LLC 728 N CONGRESS ST JACKSON MS 39202	513 N STATE ST	6,720	4,200	$1,201
35-18	HARRIS TERRIS 505 N STATE ST JACKSON MS 39201	0 COLLEGE ST	10.880	0	$1,197
36-14	MISS ROAD BLDRS ASSOC INC 601 GEORGE ST JACKSON MS 39202	601 GEORGE ST	16.311	4.800	$2 322
36-3	TJB HOLDINGS LLC 101 WINDSOR BLVD BRANDON MS 39042	625 N STATE ST	6,800	0	$748
36-5	TJB HOLDINGS LLC 101 WINDSOR BLVD BRANDON MS 39042	625 N STATE ST	14.960	12 960	$3.071
36-6	633 NORTH STATE LLC C/O THE MATTIACE COMPANY AS AGENT P O BOX 13809 JACKSON MS 39236-3809	633 N STATE ST	38.400	64.768	$11.348
83-3	HILL-HOLLY BUILDING LLC 300 N FARISH ST STE C JACKSON MS 39202	300 N FARISH ST	8.712	4.899	$1,497
84-12-1	210 EAST CAPITOL JACKSON MS LLC 371 HOES LN STE 201	220 E AMITE ST	40.467	212.283	$27.803

	PISCATAWAY NJ 08854				
84-12-2	ST PETER CO CATHEDRAL PARKING LOT P O BOX 57 JACKSON MS 39205	0 N WEST ST	11.830	0	$1.301
84-12-3	LW JACKSON IX LLC 200 E AMITE ST JACKSON MS 39201	200 E AMITE ST	41.184	396.000	$48.090
84-13	MILLER JOHN T & VIVERETTE KIMBERLY 308 E PEARL ST #905 JACKSON MS 39201	219 N LAMAR ST	18,690	4,158	$2,513
84-13-2	MILLER JOHN T & VIVERETTE KIMBERLY 308 E PEARL ST #905 JACKSON MS 39201	205 N LAMAR ST	20.347	1.075	$2,356
84-14	MILLER JOHN T & VIVERETTE KIMBERLY 308 E PEARL ST #905 JACKSON MS 39201	0 N LAMAR ST	2.818	0	$310
84-18	T & W METRO PROPERTIES LLC P O BOX 22688 JACKSON MS 39225 2688	124 E AMITE ST	8.500	5.000	$1.485
84-19	INTEGRATED MANAGEMENT SERVICES PA 126 E AMITE ST JACKSON MS 39201	126 E AMITE ST	12.799	15.000	$3.058
84-22	138 PARTNERS P O BOX 1220 JACKSON MS 39215-1220	138 E AMITE ST	8 138	6.950	$1.660
84-26	SCHWARTZ & ASSOCIATES P A 162 E AMITE ST JA CKSON MS 39201	162 E AMITE ST	36.784	40.250	$8.474
84-27	HILL-HOLLY BUILDING LLC 300 N FARISH ST STE C JACKSON MS 39202	115 E GRIFFITH ST	9.463	0	$1.041
85-18	LB QOZB LLC	200 E CAPITOL ST	10.659	162.448	$19.042

	251 LITTLE FALLS DR WILMINGTONDE 19808				
85-21	210 EAST CAPITOL JACKSON MS LLC 371 HOES LN STE 201 PISCATAWAY NJ 08854	210 E CAPITOL ST	51 734	335.332	$42.577
85-24	210 EAST CAPITOL JACKSON MS LLC 371 HOES LN STE 201 PISCATAWAY NJ 08854	0 E CAPITOL ST	3.437	0	$378
85-25	226 EAST CAPITOL STREET LLC ATTN: STEVEN GOLD 4470 WORTH DR S JACKSONVILLE FL 32207	226 E CAPITOL ST	2,200	2,200	$484
85-26	DAFE GODWIN & SARAH 1011 HALLMARK DR JACKSON MS 39206	224 E CAPITOL ST	1,980	1 980	$436
85-27	MARTIN DESHUN T & VATERRIA M 228 E CAPITAL ST JACKSON MS 39201	228 E CAPITOL ST	2 200	2 200	$484
85-28	NIXON LARRY J & DEMETRICA B 234 CAPITOL ST JACKSON MS 39201	230 E CAPITOL ST	5.072	15.216	$2.232
85-30	TRUSTMARK NATIONAL BANK % TRUSTMARK NATL BANK P O BOX 291 JACKSON MS 39205	244 E CAPITOL ST	5.500	11.000	$1 815
85-31	FIRST NATIONAL BANK C/O ACCOUNTING DEPT P O BOX 291 JACKSON MS 39205	248 E CAPITOL ST	18,044	343,000	$39,715
85-35	FIRST NATIONAL BANK P O BOX 291 JACKSON MS 39205	227 E AMITE ST	30.009	190.855	$24.295
85-8	HERTZ JACKSON FIVE LLC 1522 2ND ST SANTA MONICA CA 90401-2303	0 E CAPITOL ST	62.726	0	$6 900
85-8-2	HERTZ OJP HOLDINGS LLC	188 E CAPITOL ST	53 578	228.000	$30.974

	21860 BURBANK BLVD SUITE 300S WOODLAND HILLS CA 91367				
85-8-3	100 & 190 EAST CAPITOL JACKSON MS 371 HOES LN STE 201 PISCATAWAY NJ 08854	190 E CAPITOL ST	87,263	192,000	$30,719
86-12	MEREDITH JAMES H 929 MEADOWBROOK RD JACKSON MS 39206	0 N MILL ST	4 684	0	$515
86-13	MEREDITH JAMES H ETAL 929 MEADOWBROOK RD JACKSON MS 39206	217 W GRIFFITH ST	2,911	4,900	$859
86-14	DAIGLE JESSICA S 701 ORION DR MCDONOUGH GA 30253	218 N MILL ST	11,040	9,900	$2,303
86-15	BIG FUN LLC 1035 FELICITY ST NEW ORLEANS LA 70130	0 N MILL ST	5,580	0	$614
86-16	BIG FUN LLC 1035 FELICITY ST NEW ORLEANS LA 70130	200 N MILL ST	7 210	3,450	$1 173
86-17	DAIGLE JESSICA 701 ORION DR MCDONOUGH GA 30253	146 W AMITE ST	9,588	0	$1,055
86-18	DAIGLE JESSICA S 701 ORION DR MCDONOUGH GA 30253	0 W GRIFFITH ST	7,440	0	$818
86-19	SOHN LYLE 111 BROADMEADOW DRIVE GRENADA MS 38901	0 W GRIFFITH ST	3,000	0	$330
86-20	FOXTROT LLC P O BOX 321 JACKSON MS 39205	137 W GRIFFITH ST	2,975	3,425	$704
86-21	FOXTROT LLC P O BOX 321 JACKSON MS 39205	133 W GRIFFITH ST	5,285	5,169	$1,150
86-22	PRICE CHARLES E & WILLIS VERA S 15914 MESSA GARDENS DR	0 N ROACH ST	2,438	0	$268

	HOUSTON TX 77095				
86-40	DENNIS FRANK E III 3239 COPPERFIELD ST JACKSON MS 39209	0 YOUNGS ALLEY	1,480	0	$163
86-41	DENNIS FRANK E III 3239 COPPERFIELD ST JACKSON MS 39209	0 N FARISH ST	1,485	0	$163
86-43	HAYES ADAM M & DILLON ERIN 504 PLUM GRV BRANDON MS 39047	305 N FARISH ST	9,450	4,810	$1,569
86-48	HAYES ADAM M & DILLON ERIN 504 PLUM GRV BRANDON MS 39047	303 N FARISH ST	4,461	1,725	$680
86-48-1	HAYES ADAM M & DILLON DANIEL L 504 PLUM GRV BRANDON MS 39047	0 N FARISH ST	2,730	0	$300
86-56	FARISH ST PROPERTIES LLC 100 AMITE ST JACKSON MS 39201	100 W AMITE ST	9,952	4,000	$1,535
86-64	SPANN ALBERT M JR P O BOX 621 JACKSON MS 39205	118 N MILL ST	6,565	630	$791
86-65	MAJOR MORTGAGE & INV CO 207 W AMITE ST. #10 JACKSON MS 39201-1205	0 N MILL ST	8,834	0	$972
86-66	MAJOR MORTGAGE & INV CO 207 W AMITE ST. #10 JACKSON MS 39201-1205	0 N MILL ST	7,272	0	$800
86-66-1	FAULKNER THOMAS W 1320 ST ANN ST JACKSON MS 39202	0 N MILL ST	2,178	0	$240
86-67	CAPITOL ART LOFTS LLC 812 GRAVIER SUITE 200 NEW ORLEANS LA 70112	236 W CAPITOL ST	2,400	4,800	$792
86-68	CAPITOL ART LOFTS LLC C/O CAPITOL ART MM LLC	232 W CAPITOL ST	2,400	4,800	$792

	812 GRAVIER ST STE 200 NEW ORLEANS LA 70112				
86-69	CAPITOL HOTEL LLC 1320 ST ANN ST JACKSON MS 39202	226 W CAPITOL ST	6,260	9,056	$1,685
86-69-1	MAJOR MORTGAGE & INV CO 207 W AMITE ST # 10 JACKSON MS 39201	0 W CAPITOL ST	2,526	0	$278
86-70	OKOLO EMMANUEL 1716 RICHMOND AVE HOUSTON TX 77098	224 W CAPITOL ST	3,844	3,200	$775
86-71	CAPITOL ART LOFTS LLC C/O CAPITOL ART MM LLC 812 GRAVIER ST STE 200 NEW ORLEANS LA 70112	222 W CAPITOL ST	2,370	4,744	$783
86-72	CAPITOL ART LOFTS LLC C/O CAPITOL ART MM LLC 812 GRAVIER ST STE 200 NEW ORLEANS LA 70112	218 W CAPITOL ST	10,880	2,710	$1,495
86-72-1	CAPITOL ART LOFTS LLC C/O CAPITOL ART MM LLC 812 GRAVIER ST STE 200 NEW ORLEANS LA 70112	220 W CAPITOL ST	3,163	3,000	$678
86-73	CAPITOL ART LOFTS LLC C/O CAPITOL ART MM LLC 812 GRAVIER ST STE 200 NEW ORLEANS LA 70112	214 E CAPITOL ST	6,464	8,325	$1,627
86-74	CAPITOL ART LOFTS LLC C/O CAPITOL ART MM LLC 812 GRAVIER ST STE 200 NEW ORLEANS LA 70112	0 W CAPITOL ST	7,383	0	$812
86-74-1	CAPITOL ART LOFTS LLC C/O CAPITOL ART MM LLC 812 GRAVIER ST STE 200	210 W CAPITOL ST	2,056	4,000	$666

	NEW ORLEANS LA 70112				
86-75	SPANN ALBERT M JR P O BOX 621 JACKSON MS 39205	208 W CAPITOL ST	8 284	3 600	$1 307
86-76	206-208 W CAPITOL LLC 200 N CONGRESS ST STE 600 JACKSON MS 39201	206 W CAPITOL ST	7 100	2,100	$1 012
86-76-1	RAJU SESHADRI 971 LAKELAND DR STE 401 JACKSON MS 39216	0 W CAPITOL ST	6.008	0	$661
86-76-2	CROSSROADS ENTERPRISES INC MAJOR MORTGAGE INC. CO. 207 W AMITE STREET #10 JACKSON MS 39201-1205	207 W AMITE ST	12.049	41.000	$5 835
86-77	RAJU SESHADRI 971 LAKELAND DR STE 401 JACKSON MS 39216	200 W CAPITOL ST	12.198	0	$1.342
86-77-1	RAJU SESHADRI 971 LAKELAND DR STE 401 JACKSON MS 39216	0 N ROACH ST	9 302	0	$1 023
86-77-2	RAJU SESHADRI 971 LAKELAND DR STE 401 JACKSON MS 39216	0 W AMITE ST	1,850	0	$204
24-22	ALOROD PROPERTY MANAGEMENT LLC 620 N STATE ST STE 304 JACKSON MS 39202	0 NORTH ST	7,500	0	$825
24-27	ALOROD PROPERTY MGMT CO LLC 620 N STATE ST STE 304 JACKSON MS 39202	620 N STATE ST	12.320	10,368	$2,496
24-28	ALOROD PROPERTY MGMT CO LLC 620 N STATE ST STE 304 JACKSON MS 39202	0 NORTH ST	12,320	0	$1,350
				0	

86-33-1	CAPITAL HOTEL ASSOCIATES LLC 110 ROSEDOWNE BEND MADISON MS 39110	0 CONGRESS ST	753		$85

ITEM # _____
AGENDA DATE _____
BY: HORHN

MEMORANDUM

To:

From:

Date July 24, 2026

Re: Amendment of City Council Order establishing the annual assessment for each tract of land in the Downtown Jackson Business Improvement District for Tax Year 2026

The June 23, 2026, Special City Council Meeting adopted the attached Order establishing the annual assessment for each tract of land in the Downtown Jackson Business Improvement District for Tax Year 2026.

However, the June 23 Order inadvertently included the property list for Tax Year 2025, when it should have included the property list for Tax Year 2026..

To correct this error, we are submitting the attached Amended Order for the Council's consideration, which contains the accurate property list for Tax Year 2026.

ORDER ESTABLISHING THE ASSESSMENT FOR THE DOWNTOWN JACKSON BUSINESS IMPROVEMENT DISTRICT FOR YEAR 2026.

WHEREAS, an election was held on January 17, 2017, allowing district property owners to reauthorize the district boundaries, the district plan and the district management agency for a period of 10 years; and

WHEREAS, the results of said election exceeded the sixty-percent affirmative threshold; and

WHEREAS, pursuant to Mississippi Code Annotated, as amended, §21-43-123, the City is authorized to levy an assessment and distribute funds to the Management Agency now established as Downtown Jackson Partners; and

WHEREAS, this procedure has been followed since 1996.

IT IS HEREBY ORDERED by the City Council of Jackson, Mississippi, there is levied on all taxable real property in the Downtown Jackson Business Improvement District within the corporate limits of the City of Jackson a levy of $0.11 on each square foot of buildings and unimproved real estate for the following properties:

Property Owner	Mailing Address	City	State	Zip Code	Property Address	Parcel #	Land Sq. Ft.	Bldg. Sq. Ft	Assessment $0.11 Per Square Foot
200 South Commerce Street LLC	200 S. Commerce Street	Jackson	MS	39225	200 S. Commerce St.	1193-15-1	11,760	24,120	$3,958
MS Power & Light Co. Attn. Advalorem Tax Section	P.O. Box 1640	Jackson	MS	39205	711 Tombigbee St 711	1194-5	105,152	45,975	$16,614
Mississippi Power & Light Co.	233 N. Michigan Ave C.				0 S. Commerce St.	1194-6	12,160	0	$1,338
Mississippi Power & Light Company	P.O. Box 1640	Jackson	MS	39205	740 E. South St.	1194-7	120,608	30,365	$16,607
Gannett MS Corp c/o IAC	6 Arrow Rd. Ste. 100	Ramsey	NJ	7446	0 Tombigbee St	186-10	2,440	0	$268
Gannett MS Corp c/o IAC	6 Arrow Rd. Ste. 100	Ramsey	NJ	7446	0 S. West St.	186-11	3,500	0	$385
Gannett MS Corp c/o IAC	6 Arrow Rd. Ste. 100	Ramsey	NJ	7446	0 S. West St.	186-12	12,800	0	$1,408
Gannett MS Corp c/o IAC	6 Arrow Rd. Ste. 100	Ramsey	NJ	7446	0 Tombigbee St.	186-13	1,500	0	$165
Gannett MS Corp c/o IAC	6 Arrow Rd. Ste. 100	Ramsey	NJ	7446	0 E. Pascagoula St.	186-14	12,000	0	$1,320
Gannett MS Corp c/o IAC	6 Arrow Rd. Ste. 100	Ramsey	NJ	7446	301 E. Pascagoula	186-15	12,000	24,000	$3,960
Capital Hotel Associates LLC	4141 Crane Blvd.	Jackson	MS	39216	407 S. Congress St.	186-16	44,320		$4,875
Capital Hotel Associates LLC	4500 I-55 N. Ste. 279	Jackson	MS	39211	0 S. Congress	186-21	4,000	0	$440
Capital Hotel Associates LLC	4500 I-55 N. Ste. 279	Jackson	MS	39211	0 S. Congress St.	186-21-1	5,227	0	$575
Capital Hotel Associates LLC	4500 I-55 N. Ste. 279	Jackson	MS	39211	445 S. Congress St.	186-21-2	2,614	0	$288
Capital Hotel Associates LLC	4141 Crane Blvd.	Jackson	MS	39216	0 S. Congress St.	186-23	12,000	0	$1,320
Capital Hotel Associates LLC	4500 I-55 N. Ste. 279	Jackson	MS	39211	S. West St.	186-24	35,040	0	$3,854
Brokerage Inc.	400 Poydras St. Ste. 2400	New Orleans	LA	70130	425 Tombigbee St.	186-26	2,430	4,456	$757
Capital Hotel Associates LLC	4141 Crane Blvd.	Jackson	MS	39216	0 Tombigbee St.	186-27	55,776	0	$6,135
Capital Hotel Associates II LLC	4141 Crane Blvd.	Jackson	MS	39216	413 S. President St.	186-28	7,500	7,840	$1,687
Capital Hotel Associates II LLC	4500 Highway 55 N Ste. 246	Jackson	MS	39211	499 S. President St.	186-29	16,000	13,888	$3,288
Capital Hotel Associates II LLC	4141 Crane Blvd.	Jackson	MS	39211	0 S. Congress St.	186-32	5,516	0	$607
Capital Hotel Associates II LLC	4141 Crane Blvd.	Jackson	MS	39216	0 S. Congress St.	186-33	9,834	0	$1,082
Capital Hotel Associates II LLC	4141 Crane Blvd.	Jackson	MS	39216	405 Tombigbee	186-34	5,568	11,200	$1,844
Capital Hotel Associates II LLC	1050 River Oaks Dr. Ste. 200	Jackson	MS	39216	408 S. Congress St.	186-34-1	3,425	0	$377
Downtown Property Development LLC	355 S. State Street	Jackson	MS	39201	355 S. State St.	186-48	20,120	2,700	$2,510
LPC CMP Properties LLC	410 S. President St.	Jackson	MS	39201	401 S. State St.	186-49	10,520	10,400	$2,301
LPC CMP Properties LLC	410 S. President St.	Jackson	MS	39201	0 Tombigbee St.	186-50	1,360	0	$150
Mrs. M. H. Whitley Life Est.	P.O. Box 22985	Jackson	MS	39225	0 Tombigbee St.	186-50-1	588	0	$65
LPC Properties LLC	410 S. President St.	Jackson	MS	39201	0 Tombigbee St.	186-51	2,052	0	$226
LPC CMP Properties LLC	410 S. President St.	Jackson	MS	39201	411 S. State St.	186-52	7,264	3,700	$1,151
LPC CMP Properties LLC	410 S. President St.	Jackson	MS	39201	409 S. State St.	186-52-1	5,841	3,120	$986
Interior Design Remolding LLC	419 S. State Street	Jackson	MS	39201	417 S. State St.	186-53	13,028	4,950	$1,979
Sanford Knott	P.O. Box 1208	Jackson	MS	39215	425 S. State St.	186-54	4,000	4,043	$885
Cosmes G. Pittman	P.O. Box 22985	Jackson	MS	39225	0 S. President St.	186-57	12,800	0	$1,408
PGRW Properties LLC	P.O. Box 22985	Jackson	MS	39225	0 Tombigbee St.	186-58	24,305	0	$2,674
PGRW Properties LLC	P.O. Box 22985	Jackson	MS	39225	410 S. President St.	186-59	5,760	3,780	$1,049

Gannett MS Co[illegible] c/o JAC	6 Arrow Rd. Ste. 100	Ramse[illegible]	NJ	7446	0 Tombigbee St.	186-9	4.000	0	$440
Kountowis Pro[illegible]erties LLC	123 W. Capitol Street	Jackson	MS	39201	123 W. Capitol St.	190-11	2 350	8 836	$1.230
West Capitol LLC	P.O. Box 16470	Jackson	MS	39236	119 W. Capitol St.	190-12	2 350	4 700	$776
West Capitol LLC	P.O. Box 16470	Jackson	MS	39236	117 W. Capitol St.	190-13	2.350	2.350	$517
West Capitol LLC	P.O. Box 16470	Jackson	MS	39236	113 W. Capitol	190-14	4,930	9,400	$1,576
West Capitol LLC	P.O. Box 16470	Jackson	MS	39236	0 W. Capitol Street	190-15	4,700	0	$517
Millsa[illegible]e Properties LLC	971 Lakeland Dr. Ste. 401	Jackson	MS	39216	0 S. Roach St.	190-19	7 073	0	$778
King Edward Revitalization Co. LLC	812 Gravier St. Ste. 200	New Orleans	LA	70112	235 W. Capitol St.	190-2	107,391	410,756	$56,996
Octa[illegible] Real Estate Dev LLC	113 Winterburn Dr.	Madison	MS	39110	116 S. Roach St.	190-20	4 066	4.400	$431
E & R Rental Pro[illegible]erties LLC	140 W. Pearl Street	Jackson	MS	39201	140 W. Pearl St.	190-21	17.934	4 160	$2.518
Pruet Oil Co.	217 W. Capitol St. Suite 201	Jackson	MS	39201	217 W. Capitol St.	190-4	9.600	20 400	$3.300
Alorod Property Management LLC	215 W. Capitol Street	Jackson	MS	39201	215 W. Capitol St.	190-5	4 800	2.848	$841
James Washington	2701 N. State Street	Jackson	MS	39216	213 W. Capitol St.	190-6	3.920	3 430	$809
James Washington	2701 N. State Street	Jackson	MS	39216	209 W. Capitol St.	190-7	4 016	6.860	$1.196
Millsa[illegible] Pro[illegible]erties LLC	971 Lakeland Dr. Ste. 401	Jackson	MS	39216	205 W. Capitol St.	190-8	3.500	13.723	$1.895
CAI Realty LLC	P.O. Box 655	Jackson	MS	39205	207 W. Capitol St.	190-8-1	2 160	1.640	$418
Mil Im[illegible] Pro[illegible]erties LLC	971 Lakeland Dr. Ste. 401	Jackson	MS	39216	201 W. Capitol St.	190-8-2	588	5.414	$660
Millsa[illegible] Pro[illegible]erties LLC	971 Lakeland Dr. Ste. 401	Jackson	MS	39216	201 W. Capitol St.	190-8-3	588	5.414	$660
Millsa[illegible] Pro[illegible]erties LLC	971 Lakeland Dr. Ste. 401	Jackson	MS	39216	201 W. Capitol St.	190-8-4	588	5 414	$660
Millsa[illegible] Pro[illegible]erties LLC	971 Lakeland Dr. Ste. 401	Jackson	MS	39216	201 W. Capitol St.	190-8-5	588	5.414	$660
Millsa[illegible] Pro[illegible]erties LLC	971 Lakeland Dr. Ste. 401	Jackson	MS	39216	201 W. Capitol St.	190-8-6	588	5 414	$660
Millsa[illegible] Pro[illegible]erties LLC	971 Lakeland Dr. Ste. 401	Jackson	MS	39216	201 W. Capitol St.	190-8-7	588	5 414	$660
Millsa[illegible] Pro[illegible]erties LLC	971 Lakeland Dr. Ste. 401	Jackson	MS	39216	201 W. Capitol St.	190-8-8	588	5.414	$660
Select Ed[illegible]e Realty LLC	277 E. Pearl Street	Jackson	MS	39201	0 S. West St.	191-1	7.059	0	$776
Kaz LLC	346 Heritage Place	Jackson	MS	39212	E. Pascagoula	191-12	7,571	0	$833
Kaz LLC	346 Heritage Place	Jackson	MS	39212	124 E. Pascagoula	191-13	7,384	0	$812
CO2 Investments LLC	109 Inez Owens Drive	Jackson	MS	39212	157 E. Pearl St.	191-25	2.365	2.160	$498
Perinatal Services PLLC	109 Inez Owens Drive	Jackson	MS	39212	159 E. Pearl St.	191-26	2,530	2.160	$516
Powell Organization LLC	112 Grandview Cir	Brandon	MS	39047	201 S. Lamar St.	191-27	4 812	4 812	$1 059
DMHC Investment LLC	213 S. Lamar Street	Jackson	MS	39201	213 S. Lamar St. 15[illegible]	191-28	3 875	6 720	$1.165
Hertz Jackson City Centre LLC	21890 Burbank Blvd. Ste. 300 S.	Woodland Hills	CA	91367	211 S. West St.	191-3	49 049	157 194	$22 487
Bailey Mortgage Co.	214 W. College Street	Murfreesboro	TN	37130	200 S. Lamar St.	191-30	24.863	166 128	$21.009
Bailey Mortgage Co.	214 W. College Street	Murfreesboro	TN	37130	211 E. Pearl St.	191-32	13.948	0	$1.534
Wolverton Pearl Street Properties LLC	167 E. Pearl St.	Jackson	MS	39201	225 E. Pearl St.	191-33	12,000	9.750	$3.393
Tanner Commercial Properties LLC	121 Bridgewater Xing	Ridgeland	MS	39157	265 E. Pearl St.	191-34	3 300	2.730	$663
Tanner Commercial Properties LLC	1012 Parkwood Pl.	Jackson	MS	39206	263 E. Pearl St.	191-34-1	3.300	2.730	$663
Select Ed[illegible]e Realty LLC	277 E. Pearl Street	Jackson	MS	39201	277 E. Pearl St.	191-35	15.090	21.788	$4.067
Larry & Anita Stamps	P.O. Box 2916	Jackson	MS	39207	269 E. Pearl St.	191-36	6 660	11.700	$2 020
Lamia & Salibe Dabit Inv LLC	101 E. Capitol Street	Jackson	MS	39201	101 E. Capitol St.	191-37	7.200	19.440	$2 930
Lamia & Salibe Dabit Inv LLC	101 E. Capitol Street	Jackson	MS	39201	109 E. Capitol St.	191-38	2.300	3.450	$633
Hertz Jackson Four LLC	21860 Burbank Blvd. Ste. 300 S	Woodland Hills	CA	91367	111 East Capitol St.	191-39	88 375	279 360	$40 451
Elite Indian Cuisine LLC	457 Bozeman Rd	Madison	MS	39110	0 E. Capitol St.	191-47	5.251	0	$578
South Central Bell	P.O. Box 811	Jackson	MS	39205	0 E. Capitol St.	191-48	192	0	$21
Elite Indian Cuisine LLC	457 Bozeman Rd	Madison	MS	39110	141 E. Capitol St.	191-49	4 376	4 000	$923
South Central Bell	220 E. Pearl Street	Jackson	MS	39201	0 E. Capitol St.	191-65	19.472	156,839	$19.394
AT&T	220 E. Pearl Street	Jackson	MS	39201	0 East Pearl St.	191-66	15 122	145.286	$17.645
South Central Bell	220 E. Pearl Street	Jackson	MS	39201	215 E. Capitol St.[illegible]23	191-67	12.419	0	$1.366
225 East Capitol Street Hotel LLC	2727 Kirby Drive Apt. 15C	Houston	TX	77098	225 E. Capitol St.	191-68	33 904	182 258	$23 782
Rel[illegible]ware Management	P.O. Box 187	Jackson	MS	39205	235 E. Capitol St.	191-70	12 825	11 310	$2 655
Southern Institute of Fine Arts Develo[illegible]ment Co.	2727 Kirby Drive Apt. 15C	Houston	TX	77098	245 E. Capitol St.	191-71	63.000	115.000	$19.580
Securit[illegible] Centre Inc.	214 W. College Street	Murfreesboro	TN	37130	200 S. Lamar St.	191-8	17.083	70 486	$9.633
Securit[illegible] Centre Inc.	214 W. College Street	Murfreesboro	TN	37130	200 S. Lamar St.	191-8-1	15 141	70 486	$9.419
Cardan Enter[illegible]rises LLC	378 Fannin Landing Cir	Brandon	MS	39042	156 E. Pascagoula	191-9	18.040	8 850	$2.958
Acroterion LLC	1041 Toromont Munro Drive	Biloxi	MS	39532	329 E. Capitol St.	192-1	7.664	12.675	$2.237
Gannett MS Corp c/o JAC	6 Arrow Rd. Ste. 100	Ramsey	NJ	7446	309 E. Pearl St.	192-16	43.651	108,000	$16,682
Lamar Life [illegible]olich LLC	125 S. Congress St. Ste. 1800	Jackson	MS	39201	315 E. Capitol St.	192-2	4.506	87 090	$10 066
Mississippi Power & Light Company	P.O. Box 1640	Jackson	MS	39205	0 E. Pearl St.	192-23-1	600	0	$66
Investek Inc. Lessee	P.O. Box 1006	Jackson	MS	39215	119 S. President St.	192-24	5.600	13 104	$2 057

Thomas S[illegible]ler Bldg. LLC	129 S. President St.	Jackson	MS	39201	129 S. President St.	192-27	21,280	14 532	$3,939
Matisse Office Co. LLC	P.O. Box 13809	Jackson	MS	39236	125 S. Congress St.	192-3	25 536	393 420	$46,085
JP Mor[illegible]an Chase Bank NA	1111 Polaris Pkw	Columbus	OH	43240	100 S. Congress St.	192-32	25 680	0	$2,825
Le Fleurs Bluff Properties LLC	43 Farnham Pl.	Metairie	LA	70005	401 E. Capitol St.(11)	192-34	25,231	91,557	$12,647
Le Fleurs Bluff Properties LLC	43 Farnham Pl.	Metairie	LA	70005	413 E. Capitol St.	192-35	2 532	10 176	$1 398
Le Fleurs Bluff Properties LLC	43 Farnham Pl.	Metairie	LA	70005	415 E. Capitol St.	192-36	3,048	6,096	$1,006
Bank of Mississippi	P.O. Box 789	Tupelo	MS	38802	525 E. Capitol St.	192-37	12,618	70,111	$9,100
Bank of Mississippi	P.O. Box 789	Tupelo	MS	38802	525 E. Capitol St.	192-38	4,333	5,700	$1 104
LBC2 REO LLC	P.O. Box 2301	Stillwater	MN	55082	310 E. Pearl St.	192-4	11,920	119,080	$14,401
Bank of Mississippi	P.O. Box 789	Tupelo	MS	38802	0 S. President St.	192-45	29,440	3 876	$3,665
Bank of Mississippi	P.O. Box 789	Tupelo	MS	38802	0 S. State St.	192-45-1	36,691	0	$4,036
Lifestyle Inc.	P.O. Box 10032	Jackson	MS	39286	112 S. President St.	192-56	745	756	$165
Macon Building LLC	501 E. Capitol St.	Jackson	MS	39201	501 E. Capitol St.	192-57	3,512	12 000	$1,706
Executive Automobile Sales LLC	507 E. Capitol Street	Jackson	MS	39201	507 E. Capitol St.	192-59	6,512	38 160	$5 134
Gannett River States Publishing	6 Arrow Rd. Ste. 100	Ramsey	NJ	7446	201 S. Congress St.	192-6	52,599	66 000	$13,046
William Waller, Jr. & Robert O. Waller	P.O. Box 4	Jackson	MS	39205	220 S. President St.	192-74	7,680	2,750	$1,147
Cadow & Tyler Holding Co. LLC	511 E. Pearl Street	Jackson	MS	39201	511 E. Pearl St.	192-79	3,000	2,200	$682
Gannett River States Publishing	6 Arrow Rd. Ste. 100	Ramsey	NJ	7446	0 E. Pascagoula St.	192-9	13 024	0	$1,433
George J. Stodghill	214 S. State Street	Jackson	MS	39201	0 S. State St.	193-1	7,875	0	$866
Storagemax Downtown LLC	599-B Steed Rd	Ridgeland	MS	39157	304 S. State St.	193-10	13,650	32 000	$5 022
Capitol City Properties	259 Northside Dr	Newton	MS	39345	312 S. State St.	193-11	66 812	45,175	$12,319
George J. Stodghill	214 S. State Street	Jackson	MS	39201	0 S. State St.	193-2	2 550	0	$281
George J. Stodghill	214 S. State Street	Jackson	MS	39201	0 S. State St.	193-3	3,700	0	$407
George J. Stodghill	214 S. State Street	Jackson	MS	39201	0 S. State St.	193-4	4,500	0	$495
George J. Stodghill	214 S. State Street	Jackson	MS	39201	214 S. State St.	193-5	3,900	4,875	$965
George J. Stodghill	216 S. State Street	Jackson	MS	39201	216 S. State St.	193-6	3,900	8 775	$1 394
SWW Properties LLC	4526 Brook Drive	Jackson	MS	39206	0 S. State St.	193-7	23.714	0	$2,609
Cellular South Real Estate Inc.	1018 Highland Colony Pkwy Ste. 330	Jackson	MS	39157	400 S. State St.	194-1	34,131	18 500	$5,789
Dixie Properties MS LLC	100 Calumet Gardens Ste. 100	Madison	MS	39110	414 S. State St.	194-2	17 600	19 050	$4 032
Cadillac Games LLC	43 Farnham Pl.	Metairie	LA	70005	430 S. State St.	194-4	50.206	21.700	$7,910
Rockwell Debt Free Property Inc.	1163 E. Bountiful Hills Dr.	Bountiful	UT	84010	656 N. State St.	24-21	48 569	9 154	$6,350
Saturday Seller LLC	120 Kirkwood Place	Jackson	MS	39211	610 N. State St.	24-26	14.531	11 780	$2,894
Alorod Property Management LLC	620 N. State Street	Jackson	MS	39202	628 N. State St.	24-29	37.143	10.800	$5 [illegible]74
WNW Properties LLC	129B S. President Street	Jackson	MS	39201	640 N. State St.	24-31	31,020	6 003	$4,073
Alorod Property Management LLC	620 N. State Street	Jackson	MS	39350	654 N. State St.	24-32	15.071	5,400	$3 [illegible]52
Coxwell & Associates PLLC	500 N. State St.	Jackson	MS	39202	500 N. State St.	24-43	12,800	4 078	$1,857
Jean Lake	711 High St.	Jackson	MS	39211	713 High St.	24-49	14 738	7,782	$2,477
Miss. Municipal Service Co. Inc.	600 E. Amite St.	Jackson	MS	39201	600 E. Amite St.	30-1-1	9,805	17 640	$3,019
Old Capitol Inn Inc.	226 N. State St.	Jackson	MS	39201	226 N. State St.	30-3	20 475	30,259	$5 581
Old Capitol Inn Inc.	226 N. State St.	Jackson	MS	39201	N. State St.	30-3-1	10,890	0	$1 198
John A. & Ra[illegible] Paine Eaves	101 N. State St.	Jackson	MS	39201	105 N. State St.	33-1	1,975	4 576	$721
Tiffan[illegible] Schlesinger	101 N. State Street	Jackson	MS	39201	123 N. State St.	33-10	3,828	4,750	$944
International Museum of Muslim	201 E. Capitol	Jackson	MS	39201	129 N. State St.	33-11	6.496	3.600	$1 111
John A. Eaves Jr.	101 N. State St.	Jackson	MS	39201	101 N. State St.	33-1-1	2.906	4 640	$830
International Museum of Muslim	201 E. Capitol	Jackson	MS	39201	125 N. State St.	33-11-1	4,104	4,970	$998
Christieco LLC	500 E. Capitol Street	Jackson	MS	39201	500 E. Capitol St.	33-14	4,516	12,000	$1 817
Christieco LLC	500 E. Capitol Street	Jackson	MS	39201	0 N. President St.	33-14-1	2.175	0	$239
Christieco LLC	500 E. Capitol Street	Jackson	MS	39201	0 E. Capitol St.	33-15	3,979	0	$427
Elaine L. Mack	P.O. Box 3582	Jackson	MS	39207	434 E. Capitol St.	33-17	2.916	2 916	$642
Elaine L. Mack	P.O. Box 3582	Jackson	MS	39207	107 N. President	33-18	1 324	1 324	$291
Elaine L. Mack ATTN: Marcus Cheatham	3216 Ashley Circle	Jackson	MS	39213	436 E. Capitol St.	33-18-1	1 037	1 037	$228
Trace Place Properties LLC	43 Farnham Pl.	Metairie	LA	70005	426 E. Capitol St.	33-19	5,400	4 350	$1,073
John A. Eaves Jr.	101 N. State St.	Jackson	MS	39201	520 E. Capitol St.	33-2	3.156	3 156	$694
Trace Place Properties LLC	43 Farnham Pl.	Metairie	LA	70005	422 E. Capitol St.	33-20	3.240	2 059	$583
Trace Place Properties LLC	43 Farnham Pl.	Metairie	LA	70005	418 E. Capitol St.	33-21	6,000	1,875	$873
Trace Place Properties LLC	43 Farnham Pl.	Metairie	LA	70005	113 N. President St	33-22	4.400	6 600	$1,210
Plaza Building LLC	P.O. Box 491817	Los Angeles	CA	90049	120 N. Congress St.	33-27	18 400	102 000	$12,364
Emporium Property LLC	P.O. Box 56607	Atlanta	GA	30343	400 E. Capitol St.	33-29	19 275	61 690	$8 906
Consolidated Investment Co.	414 E. Capitol Street	Jackson	MS	39201	414 E. Capitol St.	33-31	2.480	4 118	$726
Backwater Management LLC	809 Avondale Street	Jackson	MS	39216	0 N. State St.	33-33	3.779	0	$416

518 E. Capitol LLC	346 Frazier Ave.	Chatanooga	TN	37405	518 E. Capitol St.	33-4	3,344	11,000	$1,644
Paige E. Ray	101 N. State St.	Jackson	MS	39201	107 N. State St.	33-5	1,872	3,400	$580
Backwater Management LLC	809 Avondale Street	Jackson	MS	39216	109 N. State St.(11)	33-6	2,195	2,880	$558
John A. Eaves, Jr.	101 N. State St.	Jackson	MS	39201	113 N. State St. Ant. A	33-7	2,328	2,880	$573
Backwater Management LLC	809 Avondale Street	Jackson	MS	39216	117 N. State St. Apt. 21	33-8	7,749	10,650	$2,024
John A. Eaves, Jr.	101 N. State St.	Jackson	MS	39201	115 N. State St.	33-8-1	2,720	2,880	$616
MS Republican Party Building Trust	P.O. Box 60	Jackson	MS	39205	228 N. Congress St.	34-11	12,800	6,260	$2,097
Congress St. Investors LLC	P.O. Box 13925	Jackson	MS	39236	202 N. Congress	34-14	42,720	39,950	$9,094
Congress Street Investors LLC	P.O. Box 13925	Jackson	MS	39236	E. Amite St.	34-16	12,080	0	$1,729
ECM Development	201 N. President Street	Jackson	MS	39201	201 N. President	34-2	6,825	8,350	$1,669
222 LLC	100 Gulf South Dr.	Flowood	MS	39232	Yazoo St.	34-23	6,320	0	$695
John Giddens Properties LLC	226 N. President St.	Jackson	MS	39201	226 N. President St.	34-24	4,640	2,500	$829
222 LLC	100 Gulf South Dr.	Flowood	MS	39232	222 N. President	34-25	8,000	22,989	$3,409
ECM Development	201 N. President Street	Jackson	MS	39225	0 E. Amite St.	34-3	1,925	0	$212
Charles R. McRae	416 E Amite St.	Jackson	MS	39201	416 E. Amite St.	34-4	2,450	7,140	$1,055
Wendy A. Hutchins & Lewoy B Allen IV	2422 Jackson Johnson Rd	Terry	MS	39170	418 Yazoo St.	34-45	2,277	1,740	$442
Joan B. Bellan	3936 Kings Highway	Jackson	MS	39216	316 N. Congress St.	34-51	9,001	0	$990
Galloway Properties LLC	P.O. Box 22929	Jackson	MS	39225	304 N. Congress St.	34-54	12,305	7,000	$2,124
Galloway Properties LLC	P.O. Box 22929	Jackson	MS	39225	Yazoo St.	34-55	4,815	0	$530
Congress St. Investors LLC	P.O. Box 13925	Jackson	MS	39236	219 N. President	34-7	20,000	3,042	$2,535
William H. Morris	P.O. Box 41	Jackson	MS	39205	N. State St.	35-11	7,356	0	$809
Hebron Morris	P.O. Box 41	Jackson	MS	39205	513 N. State St.	35-12	6,720	4,200	$1,201
Mrs. Dean Alexander	P.O. Box 41	Jackson	MS	39205	College St.	35-18	10,880	0	$1,197
Miss. Road Builders Assoc.	601 George St.	Jackson	MS	39202	601 George St.	36-14	16,311	4,800	$1,722
TJB Holdings LLC	101 Windsor Blvd.	Brandon	MS	39042	625 N. State St.	36-3	6,800	0	$748
TJB Holdings LLC	101 Windsor Blvd.	Brandon	MS	39042	625 N. State St.	36-5	14,960	12,160	$3,071
633 N. State LLC	P.O. Box 13809	Jackson	MS	39236	633 N. State St.	36-6	38,400	64,768	$11,348
Hill-Holly Building LLC	300 N. Farish Street. Ste. C	Jackson	MS	39202	300 N. Farish St.	83-3	8,712	4,899	$1,497
Hertz Jackson One LLC	21860 Burbank Blvd.	Woodland Hills	CA	91367	220 E. Amite St.	84-12-1	40,467	212,283	$27,803
St. Peters Co Cathedral Parking Lot	P.O. Box 57	Jackson	MS	39205	N. West St.	84-12-2	11,830	0	$1,301
LW Jackson IX LLC	200 E. Amite Street	Jackson	MS	39201	200 E. Amite St.	84-12-3	41,184	396,000	$48,090
John T Miller & Kimberly Viverette	308 E. Pearl St #905	Jackson	MS	39201	219 N. Lamar St.	84-13	18,690	4,158	$2,513
John T Miller & Kimberly Viverette	308 E. Pearl St #905	Jackson	MS	39201	205 N. Lamar St.	84-13-2	20,347	1,075	$2,356
John T Miller & Kimberly Viverette	308 E. Pearl St #905	Jackson	MS	39201	N. Lamar St.	84-14	2,818	0	$310
T & W Metro Properties LLC	P.O. Box 22688	Jackson	MS	39225	124 E. Amite St.	84-18	8,500	5,000	$1,485
Integrated Management Services PA	126 East Amite Street	Jackson	MS	39201	126 East Amite St.	84-19	12,799	15,000	$3,058
138 Partners	P.O. Box 1220	Jackson	MS	39215	138 E. Amite St.	84-22	8,138	6,950	$1,660
TCARS LP	162 E. Amite St.	Jackson	MS	39201	162 E. Amite St.	84-26	36,784	40,250	$8,474
Hill-Holly Building LLC	300 N. Farish Street, Ste. C	Jackson	MS	39202	135 E. Griffith St.	84-27	9,463	0	$1,041
Capitol Street Development LLC	3330 N. Causeway, Ste. 400	Metairie	LA	70002	200 E. Capitol St.	85-18	10,659	162,448	$19,042
Hertz Jackson One LLC	21860 Burbank Blvd.	Woodland Hills	CA	91367	210 E. Capitol St.	85-21	51,734	335,932	$42,577
Hertz Jackson One LLC	15303 Ventura Blvd. Ste. 800	Sherman Oaks	CA	91403	E. Capitol St.	85-24	3,437	0	$378
226 East Capitol Street LLC c/o Steven Gold	421 Ponte Vedra Blvd.	Ponte Vedra Beach	FL	32082	226 E. Capitol St.	85-25	2,200	2,200	$484
Godwin & Sarah Dale	1011 Hallmark Drive	Jackson	MS	39206	224 E. Capitol St.	85-26	1,980	1,980	$436
DeShun & Valerie Martin	228 E. Capitol Street	Jackson	MS	39201	228 E. Capitol St.	85-27	2,200	2,200	$484
Larry & Demetrica Nixon	234 Capitol Street	Jackson	MS	39201	230 E. Capitol St.	85-28	5,072	15,216	$2,232
Trustmark National Bank	P.O. Box 291	Jackson	MS	39205	244 E. Capitol St.	85-30	5,500	11,800	$1,815
First National Bank	P.O. Box 291	Jackson	MS	39205	248 Capitol St.	85-31	18,044	343,000	$39,715
First National Bank	P.O. Box 291	Jackson	MS	39205	227 E. Amite St.	85-35	30,009	190,855	$24,295
Hertz Jackson Five LLC	1522 2nd St.	Santa Monica	CA	90401	0 E. Capitol St.	85-8	62,726	0	$6,900
Hertz OJP Holdings LLC	21860 Burbank Blvd. Ste. 300 S	Woodland Hills	CA	91367	188 E. Capitol St.	85-8-2	53,578	228,000	$30,974
Hertz Jackson Three LLC	21860 Burbank Blvd.	Woodland Hills	CA	91367	190 E. Capitol Street	85-8-3	87,263	192,000	$30,719
James H. Meredith	929 Meadowbrook Rd.	Jackson	MS	39206	N. Mill St.	86-12	4,984	0	$515
James H. Meredith	929 Meadowbrook Rd.	Jackson	MS	39206	217 W. Griffith St.	86-13	2,911	4,900	$859
Jessica S. Daigle	1905 Avenue St.	McDonough	GA	30253	218 N. Mill St.	86-14	11,040	9,900	$2,303
Big Fun LLC	1035 Felicity Street	New Orleans	LA	70130	0 N. Mill St.	86-15	5,580	0	$614
Big Fun LLC	1035 Felicity Street	New Orleans	LA	39205	200 N. Mill St.	86-16	7,110	3,450	$1,173
Jessica S. Daigle	1905 Avenue St.	McDonough	GA	30253	146 W. Amite St.	86-17	9,586	0	$1,055
Jessica S. Daigle	1905 Avenue St.	McDonough	GA	30253	W. Griffith St.	86-18	7,440	0	$818
Lyle Sohn	111 Broadmeadow Drive	Grenada	MS	38901	0 W. Griffith St.	86-19	3,000	0	$330

Dennis Milton	4835 Kilkullen Place	Jackson	MS	39209	137 W. Griffith St.	86-20	3,975	3,425	$704
Dennis Milton	4835 Kilkullen Place	Jackson	MS	39209	133 W. Griffith St.	86-21	5,285	5,169	$1,150
Charles E. Price & Vera S. Willis	15914 Mesa Gardens Dr.	Houston	TX	77095	N. Roach St.	86-22	2,438	0	$268
Frank E. Dennis	3239 Copperfield St.	Jackson	MS	39209	0 Young Alley	86-40	1,480	0	$163
Frank E. Dennis	3239 Copperfield St.	Jackson	MS	39209	0 N. Farish St.	86-41	1,485	0	$163
Adam Hayes & Erin Dillon	504 Plum Grove	Brandon	MS	39047	305 N. Farish St.	86-43	9,450	4,810	$1,569
Adam Hayes & Erin Dillon	504 Plum Grove	Brandon	MS	39047	303 N. Farish St.	86-48	4,461	1,725	$680
Adam Hayes & Daniel Dillon	504 Plum Grove	Brandon	MS	39047	0 N. Farish St.	86-48-1	2,730	0	$300
Farish Street Properties LLC	100 Amite Street	Jackson	MS	39201	100 W. Amite St.	86-56	9,952	4,000	$1,535
Albert M. Sisson, Jr.	P.O. Box 621	Jackson	MS	39205	118 N. Mill St.	86-64	6,565	680	$791
Major Mortgage & Inv.	207 W. Amite St. #10	Jackson	MS	39201	0 N. Mill St.	86-65	8,834	0	$972
Major Mortgage & Inv.	207 W. Amite St. #10	Jackson	MS	39201	0 N. Mill St	86-66	7,272	0	$800
Thomas Faulkner	346 Frazier Avenue	Chattanooga	TN	37405	0 N. Mill Street	86-66-1	2,176	0	$240
Capitol Art Lofts LLC	812 Gravier Suite 200	New Orleans	LA	70112	236 W. Capitol St.	86-67	2,400	4,800	$792
Capitol Art Lofts LLC	812 Gravier Suite 200	New Orleans	LA	70112	232 W. Capitol St.	86-68	2,400	4,800	$792
Capitol Hotel LLC	346 Frazier Ave.	Chattanooga	TN	37045	226 W. Capitol St.	86-69	6,260	9,056	$1,685
Major Mortgage & Inv.	207 W. Amite St. #10	Jackson	MS	39201	0 W. Capitol St.	86-69-1	2,526	0	$278
Emmanuel Okolo	1716 Richmond Avenue	Houston	TX	77098	224 W. Capitol St.	86-70	3,844	3,200	$775
Capitol Art Lofts LLC	812 Gravier Suite 200	New Orleans	LA	70112	222 W. Capitol St.	86-71	2,370	4,744	$783
Capitol Art Lofts LLC	812 Gravier Suite 200	New Orleans	LA	70112	218 W. Capitol St.	86-72	10,880	2,710	$1,495
Capitol Art Lofts LLC	812 Gravier Suite 200	New Orleans	LA	70112	220 W. Capitol St.	86-72-1	3,163	3,000	$678
Capitol Art Lofts LLC	812 Gravier Suite 200	New Orleans	LA	70112	214 E. Capitol St. 161	86-73	6,464	8,325	$1,627
Capitol Art Lofts LLC	812 Gravier Suite 200	New Orleans	LA	70112	0 W. Capitol St.	86-74	7,383	0	$812
Capitol Art Lofts LLC	812 Gravier Suite 200	New Orleans	LA	70112	210 W. Capitol St.121	86-74-1	2,056	4,000	$666
Albert M. Sisson, Jr.	P.O. Box 621	Jackson	MS	39205	208 W. Capitol St.	86-75	8,284	3,600	$1,307
Theodore & Craig M Orkin	1006 Northcrest Dr.	Jackson	MS	39211	206 W. Capitol St.	86-76	7,100	2,100	$1,012
Seshadri Raju	971 Lakeland Dr. Ste. 401	Jackson	MS	39216	0 W. Capitol St.	86-76-1	6,008	0	$661
Crossroads Enterprises Inc.	207 W. Amite St. #10	Jackson	MS	39201	207 W. Amite St.	86-76-2	12,049	41,000	$5,835
Seshadri Raju	971 Lakeland Dr. Ste. 401	Jackson	MS	39216	200 W. Capitol St.102	86-77	12,198	0	$1,342
Seshadri Raju	971 Lakeland Dr. Ste. 401	Jackson	MS	39216	0 N. Roach St.	86-77-1	9,302	0	$1,023
Seshadri Raju	971 Lakeland Dr. Ste. 401	Jackson	MS	39216	0 W. Amite St.	86-77-2	1,890	0	$204
TOTAL							$1,383,191	$1,213,689	$1,415,681

Council Member Parkinson moved adoption; **Council Member Brown-Thomas** seconded.

Yeas- Brown-Thomas, Clay, Foote, Grizzell and Parkinson.
Nays- None.
Abstention- Stokes.
Absent- Hartley.

ATTEST:

Angela Harris
Municipal Clerk

I, Angela Harris, the duly appointed qualified Municipal Clerk and lawful custodian of records and seal of said City of Jackson, Mississippi, certify that the foregoing is a true and exact copy of an Order passed by the City Council at its Special Council Meeting June 23, 2026 and recorded in Minute Book "7D".

WITNESS my signature and official seal of office, this the 25th day of June 2026.

Angela Harris, Municipal Clerk

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ORDER ESTABLISHING THE ASSESSMENT FOR THE LEFLEUR EAST BUSINESS IMPROVEMENT DISTRICT FOR THE YEAR 2026

WHEREAS, an election was held on August 9, 2022, allowing district property owners to authorize the district boundaries, the district plan, and the district management agency for 10 years; and,

WHEREAS, the results of said election exceeded the sixty-percent affirmative threshold; and,

WHEREAS, pursuant to Mississippi Code Annotated, as amended, §21-43-123, the City is authorized to levy an assessment and distribute funds to the Management Agency now established as the LeFleur East Business Improvement District; and,

WHEREAS, on September 13, 2022, the City Council voted to establish said district; and,

WHEREAS, this procedure has been followed since 1996 for prior improvement districts.

IT IS HEREBY ORDERED by the governing authorities for the City of Jackson, Mississippi, there is levied on all taxable real property in the LeFleur East Business Improvement District within the corporate limits of the City of Jackson a levy of $0.07 on each square foot of assessed square footage for the following properties:

PARCEL	PROPERTY OWNER	BLDG SF	$.07 PSF
437-297	BANNER HALL LLC	28,203	$ 1,974.21
437-392	PROPERTY TWINS LLC	1,846	$ 129.22
437-400-1	ABNEY PROPERTIES LLC	-	$ -
437-402	ABNEY PROPERTIES LLC	13,500	$ 945.00
437-408	4429 OLD CANTON RD LLC &	3,073	$ 215.11
437-410	ABNEY PROPERTIES LLC	13,000	$ 910.00
437-415	MELWOOD PLACE LLC	1,200	$ 84.00
437-417	MELWOOD PLACE LLC	1,272	$ 89.04
437-419	MELWOOD PLACE LLC	1,272	$ 89.04
437-421	MELWOOD PLACE LLC	1,200	$ 84.00
437-423	MELWOOD PLACE LLC	1,200	$ 84.00
437-425	MELWOOD PLACE LLC	1,392	$ 97.44
437-427	MELWOOD PLACE LLC	1,402	$ 98.14
437-429	MELWOOD PLACE LLC	1,272	$ 89.04
437-431	MELWOOD PLACE LLC	1,358	$ 95.06
438-78	THE RIGHT HOME LLC	1,573	$ 110.11
438-79	MELWOOD PLACE LLC	1,587	$ 111.09
438-81	THE RIGHT HOME LLC	1,236	$ 86.52
438-82	MELWOOD PLACE LLC	1,275	$ 89.25

Agenda Item # 24
July 28, 2026
(Caldwell, Horhn)

438-83	THE RIGHT HOME LLC	1,057	$	73.99
438-85	MELWOOD PLACE LLC	-	$	-
438-86	ST RICHARD CHICHESTER PARISH	-	$	-
443-1	TULLOS CHIROPRACTIC CLINIC INC	3,293	$	230.51
443-44	ST DOMINIC-JACKSON MEM HOSPITAL	21,200	$	-
443-45	ST DOMINIC-JACKSON MEM HOSPITAL	12,976	$	-
443-47	SHAAN LLC	29,255	$	2,047.85
443-47-1	SHAAN LLC	4,326	$	302.82
443-48	ST DOMINIC	27,166	$	-
443-70	MENDOTA PROPERTIES LLC	3,275	$	229.25
443-70-1	MENDOTA PROPERTIES LLC	3,212	$	224.84
443-71	ST DOMINIC-JACKSON MEM HOSPITAL	19,246	$	-
443-72	ST DOMINIC-JXN MEMORIAL HOSPITAL	63,820	$	-
451-121	VIEUX CARRE APARTMENTS LLC	114,030	$	7,982.10
451-8-10	DISTRICT LAND DEVELOPMENT CO LLC	-	$	-
451-8-11	PASSCO DISTRICT LOFTS DST	210,916	$	14,764.12
451-8-12	DISTRICT PHASE TWO LOTS LLC ETAL	-	$	-
451-8-13	DISTRICT EASTOVER OWNERS ASSOC INC	-	$	-
451-8-15	DISTRICT HOTEL GROUP LLC	73,319	$	5,132.33
451-8-2	OEC DISTRICT LLC	99,293	$	6,950.51
451-8-3	DISTRICT PHASE TWO LOTS LLC ETAL	-	$	-
451-8-4	COMMUNITY TRUST BANK	5,415	$	379.05
451-8-6	DISTRICT PHASE TWO LLC ETAL	61,367	$	4,295.69
451-8-7	DISTRICT PHASE TWO LLC ETAL	5,344	$	374.08
451-8-8	DISTRICT PHASE TWO LLC ETAL	7,285	$	509.95
452-10	LIONHEART DEVELOPMENT LLC	10,110	$	707.70
452-15	PARK CENTRAL LLC	17,997	$	1,259.79
452-2	PARK CENTRAL LLC	21,134	$	1,479.38
452-3-1	PARK CENTRAL LLC	19,514	$	1,365.98
452-5	REFORMED THEOLOGICAL SEMINARY	39,151	$	-
452-5-21	PARK CENTRAL LLC	24,235	$	1,696.45
452-6-1	PARK CENTRAL LLC	24,242	$	1,696.94
452-7	WOLFE ELIZABETH H & WEIDEMANN DAVID	1,791	$	125.37
452-7-1	WEIDEMANN DAVID C & WOLFE ELIZABETH	2,210	$	154.70
507-280-1	MCKEN PROPERTIES LLC	6,754	$	472.78
507-282	DINKINS L P	3,825	$	267.75
507-286	THOMAS DENNIS M	1,665	$	116.55
507-288	CARTERPROP INC	2,143	$	150.01
507-290	FORD DANA	1,595	$	111.65
507-292	CANTON CORNER SUITES LLC	4,018	$	281.26
507-294	OLD CANTON ROAD APTS LTD	6,571	$	459.97

507-296	BRIARWOOD ENTERPRISES LLC	1,817	$	127.19
507-296-1	BRIARWOOD ENTERPRISES LLC	6,882	$	481.74
507-298	CANTONMART DEVELOPMENT LLC	-	$	-
507-300	CANTONMART DEVELOPMENT LLC	15,391	$	1,077.37
507-302	CANTONMART DEVELOPMENT LLC	-	$	-
507-304	CANTONMART DEVELOPMENT LLC	-	$	-
507-306	BRIARWOOD ENTERPRISES LLC	7,972	$	558.04
507-308	BRIARWOOD ENTERPRISES LLC	13,622	$	953.54
507-310	BRIARWOOD ENTERPRISES LLC	3,354	$	234.78
507-314	BT PROPERTIES LLC	2,250	$	157.50
507-316	BRIARWOOD ENTERPRISES LLC	-	$	-
507-320	TOPVALCO INC	85,571	$	5,989.97
507-320-1	MARSUZIE LLC	2,976	$	208.32
507-330-1	TOP VALCO INC	-	$	-
507-330-2	T & M JACKSON DEVELOPMENT LLC	88,246	$	6,177.22
507-358	AT HOME CARE LLC	5,738	$	401.66
507-358-1	BHAKTA AJESH S & SAVITA A	3,035	$	212.45
507-359	KSAMA 9 LLC	7,304	$	511.28
507-360	BRIDGES W P JR	-	$	-
507-366	I55 PARTNERS LLC	10,613	$	742.91
511-465	ALEXARAS PROPERTIES LLC	6,102	$	427.14
511-466-1	TC NE JACKSON REALTY LLC	3,817	$	267.19
511-467	REGIONS BANK	5,811	$	406.77
511-469	BFS RETAIL & COMM OPERATIONS LLC	6,508	$	455.56
511-472	FRANCISCO PROPERTIES LLC	3,546	$	248.22
511-474-2	INTERSTATE PROPERTY GROUP LLC	4,804	$	336.28
511-475-10	UNION PLANTERS BANK	1,387	$	97.09
511-475-11	U S POSTAL SERVICE	-	$	-
511-475-17	AROCHA LLC	7,345	$	514.15
511-475-18	CLARK WILLIAM T SPOUSAL TRUST	12,492	$	874.44
511-475-4	IQ INVESTMENT MANAGEMENT LLC	18,295	$	1,280.65
511-475-5	THAI TIME LLC	3,440	$	240.80
511-475-6	ARYANN LLC	4,058	$	284.06
511-475-8	RPMS CAPITAL LLC	6,594	$	461.58
511-475-9	PHOENIX II LLC	6,163	$	431.41
511-477	NEELY & NEELY LLC	3,405	$	238.35
511-480	LEFLEURS GALLERY PARTNERS LLC	77,667	$	5,436.69
511-480-1	AGREE JACKSON MS LLC	3,067	$	214.69
511-480-2	LEFLEURS BLUFF TOWER LLC	55,067	$	3,854.69
511-489	GANGI PHILIP	5,566	$	389.62
511-492	GANGI PHILIP	7,100	$	497.00

511-494	GANGI PHILIP	6,000	$	420.00
511-496	GANGI PHILIP	7,036	$	492.52
511-498	GANGI PHILIP	2,409	$	168.63
511-500	SCOTT CLYDE C III	3,585	$	250.95
511-501	SAYLE LUBE II LLC	4,915	$	344.05
511-502	SAYLE LUBE II LLC	-	$	-
511-504	HIGLEY JORDAN & DANIELLE REV TRUST	4,460	$	312.20
511-504-2	VANDER KOLK PROPERTIES	6,301	$	441.07
511-508	MAYWOOD MART TEI EQUITIES LLC	7,000	$	490.00
511-510	MAYWOOD MART TEI EQUITIES LLC	99,340	$	6,953.80
511-514	MAYWOOD MART TEI EQUITIES LLC	3,158	$	221.06
511-514-1	MAYWOOD MART TEI EQUITIES LLC	3,275	$	229.25
511-518	DMG REAL ESTATE HOLDINGS	2,370	$	165.90
511-520	SHARMA DILIPKUMAR & ANILKUMAR	2,156	$	150.92
511-524	MAYWOOD MART TEI EQUITIES LLC	3,932	$	275.24
511-537-1	MATHEOS3 PROPERTIES LLC	2,194	$	153.58
511-537-10	M & R REAL ESTATE LLC	1,625	$	113.75
511-537-11	UNIVEST	8,776	$	614.32
511-537-12	PAR PROPERTY INV GRP	963	$	67.41
511-537-2	MATHEOS3 PROPERTIES LLC	1,474	$	103.18
511-537-3	WITT CHARLES W & LYNN F	869	$	60.83
511-537-4	RWMA INC	1,462	$	102.34
511-537-5	OAKRIDGE PROPERTIES LLC	2,600	$	182.00
511-537-6	LPR LLC	1,896	$	132.72
511-537-7	EVANS AGENCY INC	2,600	$	182.00
511-537-8	DOBY CLINTON L & PHYLLIS	2,303	$	161.21
511-537-9	L M SQUARE PROPERTY LLC	2,650	$	185.50
511-538	LEFLEUR JD LLC & LEFLEUR SD LLC	34,822	$	2,437.54
511-538-1	STRS MARK LLC	3,875	$	271.25
511-539	FIRST INVESTMENT COMPANY	-	$	-
511-539-1	LEGACY INVESTMENTS LLC	8,286	$	580.02
511-539-2	FIRST INVESTMENT COMPANY	-	$	-
511-540	REFORMED THEOLOGICAL SEMINARY	26,028	$	-
511-540-2	SOUTHERN CHRISTIAN PROPERTIES LLC	31,761	$	-
511-540-3	WWW RENTAL LLC	11,840	$	828.80
511-541	HOLLINGSWORTH REAL ESTATE TRUST	6,640	$	464.80
511-586	NORTHSIDE DRIVE REALTY LLC	23,000	$	1,610.00
511-588	HOOD JERRY W SR	2,880	$	201.60
511-588-1	BKNT PROPERTIES LLC	9,024	$	631.68
511-589	WAFFLE HOUSE INC	1,890	$	132.30
511-600	VILLAGE RESORTS LLC	12,042	$	842.94

511-600-1	MUTHANA NOAH	11,959	$	837.13
511-602	CORDOVA VENTURES LLC	7,062	$	494.34
511-604	SRI GANPATI GANESH LLC	20,000	$	1,400.00
511-608	STOKES KEITH I	4,678	$	327.46
511-609	STOKES KEITH I & TRIPLETT MELISSA	3,708	$	259.56
511-610	EGO3 MANAGEMENT LLC	4,051	$	283.57
511-612	HINDS COUNTY	28,269	$	-
511-620	MIDTOWN PARTNERS INC	25,295	$	1,770.65
511-622	IGLESIA CRISTIANA CASA DE DIOS INC	5,598	$	-
511-630	RENASANT BANK	-	$	-
511-630-2	DUNCAN DONALD H	-	$	-
511-636	550 GULF LINE INVESTORS LLC	59,989	$	4,199.23
535-470-2	HIGHLAND PLAZA LLC	71,757	$	5,022.99
535-470-3	SCOTT JOE T & PATRICIA P	-	$	-
535-470-4	SCOTT JOE T & PATRICIA P	-	$	-
535-470-6	STATE OF MISS	-	$	-
535-480	HIGHLAND BLUFF NORTH LLC	63,646	$	4,455.22
535-492	HIGHLAND BLUFF NORTH LLC	19,856	$	1,389.92
535-494	BOSS PROPERTIES JACKSON LLC	7,600	$	532.00
535-554	SINGH PETRO I LLC	4,948	$	346.36
535-560	WARREN WILLIAM W SR FAM TRUST	7,396	$	517.72
535-561	WARREN WILLIAM W SR FAMILY TRUST	3,936	$	275.52
535-562	WARREN WILLIAM W SR FAMILY TRUST	1,783	$	124.81
535-564	YE OLDE LAMP SHOPPE LTD	6,805	$	476.35
535-565	OFFICE PARK INVESTMENTS LLC	1,733	$	121.31
535-566	BKH PROPERTY LLC	1,733	$	121.31
535-600	HIGHLAND VILLAGE PROPERTIES LLC	228,151	$	15,970.57
542-102	LELIA COMMUNITY BUILDER LLC	2,917	$	204.19
542-104	LEDBETTER LONNIE R & BILLIE W EST	2,250	$	157.50
542-106	LELIA MANAGEMENT LLC	4,649	$	325.43
542-106-1	LELIA MANAGEMENT LLC	-	$	-
542-110	HUMBLE ALPHA S REV TRUST	2,395	$	167.65
542-112	LITCHFIELD CARLYLE LLC	17,831	$	1,248.17
542-120	RICHARDSON CHRISTINE B	35,000	$	2,450.00
542-126	BROOKING VENTURES LLC	14,980	$	1,048.60
542-130	BOOKING VENTURES LLC	-	$	-
542-132	CANOPY CHILDRENS SOLUTIONS	11,250	$	-
542-134	THOMPSON J Z LLC	2,579	$	180.53
542-136	G S & S LLC	3,397	$	237.79
542-138	CAPITOL MAGNOLIA LLC	-	$	-
542-140	CAPITOL MAGNOLIA LLC	2,950	$	206.50

542-142-1	ROOTED REAL EST HOLDINGS LLC	13,617	$	953.19
542-150	ROOTED REAL EST HOLDINGS LLC	-	$	-
542-156	LAKELAND SOUTH COMM BUILDER LLC	2,190	$	153.30
542-2	TERRA HOLDINGS	2,833	$	198.31
542-20	LELIA LOFTS LLC	22,281	$	1,559.67
542-200	ROOTED REAL EST HOLDINGS LLC	-	$	-
542-202	CAPITOL MAGNOLIA LLC	2,300	$	161.00
542-204	CAPITOL MAGNOLIA LLC	2,495	$	174.65
542-206	MOORE WESLEY A LIFE EST	2,029	$	142.03
542-210	PEARL RIVER PROPERTIES LLC	-	$	-
542-211	COMBEST CASEY L & RYEN L	2,612	$	182.84
542-220	SIMS RONALD J	2,275	$	159.25
542-221	CAPITOL MAGNOLIA LLC	3,436	$	240.52
542-222	LELIA LLC	13,421	$	939.47
542-223	CAPITOL MAGNOLIA LLC	8,857	$	619.99
542-224	CAPITOL MAGNOLIA LLC	9,648	$	675.36
542-225	CARTER JOE J & DOROTHY G REV TRUST	3,136	$	219.52
542-225-1	CARTER JOE J & DOROTHY G REV TRUST	3,136	$	219.52
542-226	SUMRALL OIL SERVICES INC	-	$	-
542-228	SUMRALL OIL SERVICES INC	4,242	$	296.94
542-230	CAPITOL MAGNOLIA LLC	4,640	$	324.80
542-232-1	TANN REBECCA N	4,730	$	331.10
542-234	LELIA HOLDINGS LLC	22,217	$	1,555.19
542-242	CAPITOL MAGNOLIA LLC	4,762	$	333.34
542-243	DEEL PROPERTIES LLC	1,399	$	97.93
542-26	CAPITOL MAGNOLIA LLC	6,727	$	470.89
542-28	CAPITOL MAGNOLIA LLC	3,476	$	243.32
542-280	CTR PARTNERSHIP LP	31,278	$	2,189.46
542-282-2	TWO HOYT HOLDINGS LLC	2,956	$	206.92
542-30	CAPITOL MAGNOLIA LLC	100	$	7.00
542-32	CAPITOL MAGNOLIA LLC	19,077	$	1,335.39
542-34	CAPITOL MAGNOLIA LLC	2,770	$	193.90
542-36	CAPITOL MAGNOLIA LLC	16,130	$	1,129.10
542-401	GRIFFIN DEBRA L	2,462	$	172.34
542-405	GAINES SHARI S & PHILIP W	2,361	$	165.27
542-4-1	CAPITOL MAGNOLIA LLC	9,044	$	633.08
542-42	CAPITOL MAGNOLIA LLC	12,838	$	898.66
542-50	RICHARDS CHRISTINE B	31,927	$	2,234.89
542-54	CANOPY CHILDRENS SOLUTIONS	13,315	$	-
542-54-1	CANOPY CHILDRENS SOLUTIONS	-	$	-
542-56	CANOPY CHILDRENS SOLUTIONS	-	$	-

542-58	CANOPY CHILDRENS SOLUTIONS	-	$	-
542-60	PYRON REAL ESTATE LLC	-	$	-
542-62	PYRON REAL ESTATE LLC	2,457	$	171.99
542-64	COMMUNITY BANK OF MISS	4,554	$	318.78
542-68	STRS TEETH LLC	2,091	$	146.37
542-72	MAGNOLIA DERMATOLOGY HOLDINGS LLC	6,188	$	433.16
542-72-1	CADENZA PROPERTIES LLC	5,335	$	373.45
542-72-2	GULF SOUTH CAPITAL INC	6,101	$	427.07
542-8	MS CHILDRENS HOME SOCIETY INC	15,807	$	-
585-400	RIVER HILLS CLUB OF JACKSON INC	22,928	$	1,604.96
585-430	BRIDGES W PARHAM JR	25,870	$	1,810.90
585-430-1	WPB PROPERTIES LLC	8,389	$	587.23
585-430-2	HERRON COMPANY LLC	11,994	$	839.58
585-430-3	RIVER HILLS CLUB OF JACKSON INC	-	$	-
590-100	SIMMONS HEBER JR & YOUNG JOSEPH S	11,000	$	770.00
590-101	THOMPSON WILLIAM I S ET AL	-	$	-
590-102	LITCHFIELD CARLYLE LLC	20,468	$	1,432.76
590-103	CRANE RIDGE PROPERTIES LLC	12,718	$	890.26
590-103-1	AI INVESTMENTS LLC	17,210	$	1,204.70
590-104	2688 PARTNERS	15,803	$	1,106.21
590-104-1	THOMASTOWN PROPERTIES LLC	14,188	$	993.16
590-105	QUARTER LAKELAND LLC	-	$	-
590-105-1	TQL HOLDINGS LLC	-	$	-
590-105-4	1836 CRANE RIDGE DR LLC	2,800	$	196.00
590-2	MISS POWER & LIGHT CO	-	$	-
590-20-1	BRIDGES W P GRANDCHILDRENS TRUST	-	$	-
590-20-2	BRIDGES W P JR	9,817	$	687.19
590-2-1	TQL HOLDINGS LLC	500	$	35.00
590-22	TQL HOLDINGS LLC	-	$	-
590-22-1	TQL HOLDINGS LLC	155,708	$	10,899.56
590-56-1	SULLIVAN BRYAN T	4,183	$	292.81
590-56-2	BARNETT JUDITH P A	4,931	$	345.17
590-57-1	JACKSON FLORENCE OFFICES LLC	2,522	$	176.54
590-57-2	RIVER RIDGE LLC	-	$	-
590-57-3	RIVER RIDGE LLC	-	$	-
590-57-4	RIVER RIDGE LLC	-	$	-
590-57-5	RIVER RIDGE LLC	-	$	-
590-58-1	LEGACY ONE INVESTMENTS LLC	2,950	$	206.50
590-58-2	REDIRECTION CHURCH MINISTRIES	6,542	$	-
590-58-3	LEGACY ONE INVESTMENTS LLC	-	$	-
590-59	ASSOCIATED GEN CONTRACTORS OF MS	-	$	-

590-59-1	ARBA EXPRESS LLC	5,355	$	374.85
590-59-2	LOOP INVESTMENTS LLC	4,170	$	291.90
590-59-3	ARBA EXPRESS LLC	3,070	$	214.90
590-60-1	JWRBR PROPERTIES LLC	8,000	$	560.00
590-60-10	POWELL RICHARD & JASMINE	1,880	$	131.60
590-60-11	7 LAKELAND CIRCLE LLC	7,810	$	546.70
590-60-12	STEPHENS ELIZABETH R	1,970	$	137.90
590-60-13	BARKLEY HAROLD J JR REV TRUST	3,248	$	227.36
590-60-14	NIXLUX PROPERTIES LLC	4,363	$	305.41
590-60-15	MALLEY HOLDINGS LLC	1,997	$	139.79
590-60-16	SWW PROPERTIES LLC	4,333	$	303.31
590-60-17	DMG REAL EST HOLDINFS SBC LLC	-	$	-
590-60-18	DMG REAL EST HOLDINGS SBC LLC	1,822	$	127.54
590-60-19	LITCHFIELD CARLYLE LLC	-	$	-
590-60-2	LAKELAND PLAZA LLC	5,444	$	381.08
590-60-22	PEARL RIVER BASIN DEV DIST	-	$	-
590-60-25	BARNETT JUDITH P A	-	$	-
590-60-28	H M PROPERTIES LLC	4,488	$	314.16
590-60-3	CHANDLER MENTAL HEALTH LLC	10,971	$	767.97
590-60-4	KIRKLAND CHILDRENS IRREV TR ET AL	-	$	-
590-60-5	MUNOZ RAMIRO	-	$	-
590-60-6	MUNOZ RAMIRO	2,889	$	202.23
590-60-7	STRS CIRCLE LLC	4,092	$	286.44
590-60-8	STRS CIRCLE LLC	9,000	$	630.00
590-60-9	SANDSTONE LEGACY PROPERTIES LLC	4,180	$	292.60
590-61	LAKELAND 1935 LLC	16,106	$	1,127.42
590-61-1	RIVER RIDGE LLC	-	$	-
590-62	JACKSON REDEMPTION LLC	5,434	$	380.38
590-63	RM 1919 LLC	14,871	$	1,040.97
590-64	BROOKWOOD-LAKELAND JACKSON LLC	-	$	-
590-64-1	RIVEROAK INVESTMENT GROUP	-	$	-
590-65	ASSOCIATED GENL CONTR OF MISS INC	6,013	$	420.91
590-65-1	TINNIN CARPETS & INTERIORS INC	6,980	$	488.60
590-66	JWRBR PROPERTIES LLC	13,200	$	924.00
590-66-1	JWRBR PROPERTIES LLC	20,128	$	1,408.96
590-66-2	DOTY JUANITA S FOUNDATION INC	3,256	$	227.92
590-66-3	HP DUNBARTON LLC	7,925	$	554.75
590-67	WESTWOOD SQUARE PROFIT SHARING PLAN	9,667	$	676.69
590-67-1	BROWN TIMOTHY L	9,900	$	693.00
590-81	CRANE RIDGE OFFICE BUILDING LLC	9,373	$	656.11
590-84	FERG PROPERTIES LLC	3,810	$	266.70

590-86-1	SELMA PROPERTIES LLC	2,233	$	156.31
590-86-2	SELMA PROPERTIES LLC	875	$	61.25
590-86-3	SELMA PROPERTIES LLC	2,209	$	154.63
590-86-4	SELMA PROPERTIES LLC	2,134	$	149.38
590-86-5	SELMA PROPERTIES LLC	2,032	$	142.24
590-86-6	SELMA PROPERTIES LLC	875	$	61.25
590-89	MATTIACE T ANDREW & WALKER VICTORIA	6,319	$	442.33
590-90	WEATHERLY WALLACE W II	4,190	$	293.30
590-92-1	HOME OPTIONS LLC	16,097	$	1,126.79
		3,510,684	**$**	**223,198.85**

JACKSON
MISSISSIPPI
BUILDING A BETTER FUTURE TOGETHER

MEMORANDUM

TO: Honorable Mayor John Horhn

FROM: Jillian Caldwell, Chief Financial Officer
Department of Administration

DATE: July 17, 2026

RE: **Order Establishing Assessment – LeFleur East BID Tax Year 2026**

This order is being presented to establish the assessment for the LeFleur East Business Improvement Assessment District for tax year 2026.

Please feel free to contact me at 601.960.2422, should you have any further questions.

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET DATE: May 15, 2025

	POINTS	COMMENTS
1.	Brief Description	ORDER ESTABLISHING THE ASSESSMENT FOR THE FONDREN BUSINESS IMPROVEMENT DISTRICT
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	N/A
3.	Who will be affected	N/A
4.	Benefits	N/A
5.	Schedule (beginning date)	N/A
6.	Location: ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable	N/A
7.	Action Implemented by: ▪ City Department ☐ ▪ Consultant ☐	Department of Administration
8.	COST	N/A
9.	Source of Funding ▪ General Fund ☐ ▪ Grant ☐ ▪ Bond ☐ ▪ Other ☐	N/A
10.	EBO participation	ABE _____% WAIVER yes __ no ___ N/A __x__ AABE _____% WAIVER yes __ no ___ N/A __x__ WBE _____% WAIVER yes __ no ___ N/A __x__ HBE _____% WAIVER yes __ no ___ N/A __x__ NABE _____% WAIVER yes __ no ___ N/A __x__

Office of the City Attorney

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Jackson, Mississippi 39207-2779
Telephone: (601) 960-1799
Facsimile: (601) 960-1756

OFFICE OF THE CITY ATTORNEY

OFFICE OF THE CITY ATTORNEY

This **ORDER ESTABLISHING THE ASSESSMENT FOR THE LEFLEUR EAST BUSINESS IMPROVEMENT DISTRICT FOR THE YEAR 2026** is legally sufficient for placement in NOVUS Agenda.

Sondra Moncure

Sondra Moncure, *Special Assistant*
Megan Bennett, *Deputy City Attorney* MS

7/21/26
Date

a) Remove loose debris, broom clean, then roof over existing roof.
b) Furnish and install slip sheet.
c) Furnish and install sixty (60) mil TPO white single ply roof system with bronze trim per manufacturer's specifications.
d) Furnish and install four (4) new retro drains (no plumbing).
e) Clean up trash generated by Dixie Roofing and haul away.
f) Provide a two (2) year guarantee on workmanship.
g) Furnish a twenty (20) year roof warranty.
h) City of Jackson is responsible for getting any building permits that may be required.
i) If a satellite is mounted to the roof, it may need to be realigned at the owner's expense after the roof has been installed. It would be best if mounted in an alternate location, such as fascia board.
j) Balance is due upon substantial completion of the job. There will be no warranty issued until full payment is received. If payment is not received upon completion, a lien will be placed on the property.
k) All material is guaranteed to be as specified. All work is to be completed in a workmanlike manner according to standard practice. Any alteration or deviation from specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements are contingent upon strikes, accidents, or delays beyond our control.

WHEREAS, upon request, Dixie Roofing, Inc. of Mississippi shall furnish a certificate of liability insurance to the City of Jackson.

IT IS HEREBY ORDERED that the Mayor is authorized to execute the proposal submitted by Dixie Roofing, Inc. of Mississippi for the necessary repairs and replacement of the roof at the Tougaloo Community Center and authorizing payment in an amount not to exceed Forty-Six Thousand Eight Hundred and Seventy-Five Dollars and No Cents ($46,875.00).

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

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

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

ORDER CREATING THE LEFLEUR EAST BUSINESS IMPROVEMENT DISTRICT.

WHEREAS, pursuant to Section 21-43-107, Mississippi Code Annotated of 1972, as amended, the Legislature authorized the creation of business improvement districts which shall be established in accordance with the procedures described in Sections 21-43-101 through 21-43-133; and

WHEREAS, in compliance with Section 21-43-111, Mississippi Code Annotated of 1972, as amended, a group of non-residentially zoned local property owners provided notice to the City of Jackson by delivering a petition signed by at least twenty percent (20%) of the property owners in the area to the City Clerk on April 13, 2022, proposing to establish a business improvement district, i.e., LeFleur East Business Improvement District; and

WHEREAS, as prescribed in Section 21-43-113 of the Mississippi Code Annotated of 1972, as amended, official notice of the meeting was duly given to the specific property owner who makes up the area of the proposed district, and a meeting was held to develop a district plan for the upcoming ten-year period on June 14, 2022; and

WHEREAS, pursuant to Section 21-43-117(1), the governing authority set an election date not more than sixty (60) days from the date of the June 14, 2022, public hearing; and

WHEREAS, pursuant to Section 21-43-117, Mississippi Code Annotated of 1972, as amended, on July 5, 2022, the Jackson City Council set a date for a special election to authorize the district not more than sixty (60) days from the date of the public hearing and the special election was held on August 9, 2022, to allow property owners, who were included on a list provided by

the Hinds County Tax Assessor's Office, to decide on the issue regarding the creation of the LeFleur East Business Improvement District; and

WHEREAS, the LeFleur East Business Improvement District was established upon written ballot by sixty percent (60%) of the participating eligible property owners in the proposed district; and

WHEREAS, based on the August 9, 2022, election results, the district shall be deemed adopted and ready for implementation as mandated by Section 21-43-119 of the Mississippi Code Annotated of 1972, as amended; and

WHEREAS, as mandated by Section 21-43-123(2) of the Mississippi Code Annotated of 1972, as amended, assessments shall be levied on the property in the LeFleur East Business Improvement District based upon the gross square footage of the property. Such assessment shall be in addition to any taxes or assessments that may be imposed on property in said district.

IT IS HEREBY ORDERED by the City Council of the City of Jackson, Mississippi, that the creation of the LeFleur East Business Improvement District is established, and assessment shall be levied on the property as outlined in Section 21-43-123(2) of the Mississippi Code Annotated of 1972, as amended.

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

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 MINOLTABIZHUB C650I COPIER TO BE USED BY THE OFFICE OF COMMUNITY IMPROVEMENT, A DIVISION OF THE PLANNING AND DEVELOPMENT DEPARTMENT.

WHEREAS, the Office of Community Improvement 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 458 Black/White Copier through the State of Mississippi Contract 82-00062059; and

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

001.444.70.6514 $333.00 per month/ $.0085 bw/ $.055 color

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 C650i Copier to meet the needs of the Office of Community Improvement as related to the functions of said division at a cost of $333.00 per month, plus a per copy price of $.0085 for black and white copies, and $.055 for color copies to include service and maintenance with the exception of paper or staples.

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

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

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

ORDER DECLARING PARCEL 77-22 SURPLUS PROPERTY AND AUTHORIZING DISPOSAL OF SAME TO JESSIE ROBINSON FOR JR PARKING AND TRANSPORTATION ADMINISTRATIVE OFFICE.

25

ORDER ADOPTING THE DEPARTMENT OF REVENUE'S UNIFORM ASSESSMENT SCHEDULE FOR THE ASSESSMENT, CALCULATION, AND COLLECTION OF AD VALOREM TAXES ON MOTOR VEHICLES FOR THE CITY OF JACKSON AND THE JACKSON MUNICIPAL SEPARATE SCHOOL DISTRICT FOR THE YEAR 2026-2027, IS READY AND OPEN FOR INSPECTION AS CONSIDERED, EXAMINED, CORRECTED, AND EQUALIZED, SUBJECT TO THE RIGHT OF TAXPAYERS TO BE HEARD ON ALL OBJECTIONS MADE BY THEM IN WRITING AT A MEETING OF THE COUNCIL COMMENCING JULY 31, 2026, AND SUBJECT TO CHANGES AND CORRECTIONS BY THE COUNCIL AS AUTHORIZED BY LAW.

WHEREAS, Section 112 of the Mississippi Constitution of 1890 mandates that taxation shall be uniform and equal throughout the State and that all property not exempt from ad valorem taxation shall be taxed at its assessed value; and

WHEREAS, pursuant to Mississippi Code § 27-51-15 "[m]otor vehicles shall be assessed uniformly according to value, and such assessed value shall be determined by an assessment schedule which shall be prepared and made of minute record by the state tax commission and shall be certified . . . . to the mayor or the presiding officer of the municipal boards of the various municipalities, and municipal separate school districts of the state, in care of the clerk of said respective boards, as the official motor vehicle assessment schedule which shall be used by the proper officials of both respective jurisdictions in assessing motor vehicle ad valorem taxes for the ensuing fiscal year"; and

WHEREAS, Mississippi Code § 27-51-21 requires the City Council of Jackson, Mississippi, to examine and consider the motor vehicle assessment schedule and adopt an order on the minutes that such motor vehicle assessment schedule is ready and open for inspection and examination by any interested taxpayer; and

WHEREAS, within fifteen (15) days, the governing authorities must reconvene in a meeting to hear and take action on any complaint filed in writing objecting to and petitioning for a specified reduction on any portion or portions of the assessment schedule affecting the complainant directly. The governing authorities must continue in session from day to day until all such objections and petitions have been heard and action has been taken thereon; and

WHEREAS, the Department of Administration recommends that the governing authority adopt the Uniform Assessments Schedule for Special Equipment, Semi-Trailers, Concession Trailers, Utility Trailers, Boat Trailers, Horse and Stock Trailers for Fiscal Year 2026-2027 for inspection, as provided by the Mississippi Department of Revenue, attached hereto as Exhibit A and incorporated fully herein by reference as if included in the text of this order, subject to the right of property owners to protest and object.

IT IS, THEREFORE, ORDERED that the Motor Vehicle Ad Valorem Tax Assessment Schedule is ready and open for inspection and exemption subject to the rights of citizens and property owners to object and protest thereto.

Agenda Item # 25
July 28, 2026
(Caldwell, Horhn)

IT IS FURTHER ORDERED that the Municipal Clerk is hereby authorized and directed to give notice thereof by publication in the Mississippi Link, a newspaper of general circulation in the City of Jackson, Mississippi, one time on July 23, 2026, the publication of which must be made no more than fifteen (15) days prior to the special meeting of the Council to be held on July 31, 2026, notifying the public and taxpayers of the City of Jackson and of the Jackson Municipal Separate School District that the said motor vehicle ad valorem tax assessment schedule for the year 2026-2027, and the valuation therein set forth has been considered and approved by the Council, and is now ready for inspection and examination by the public.

IT IS FURTHER ORDERED that any objection to the valuation set forth and contained in said assessment schedule must be filed in writing with the Municipal Clerk at City Hall located at 219 S. President Street in Jackson, Mississippi, on or before 10:00 a.m. on July 31, 2026 at which time the Council will convene in a special session and commence hearing and considering objections, if any, to the said schedule and the valuation contained therein, and will continue hearing from day to day thereafter until all taxpayers and parties in interest who have filed written objections to any of the said valuations contained in said schedule have been heard and such objections have been disposed of in the manner approved by law.

Office of the City Attorney

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OFFICE OF THE CITY ATTORNEY

This **ORDER ADOPTING THE DEPARTMENT OF REVENUE'S UNIFORM ASSESSMENT SCHEDULE FOR THE ASSESSMENT, CALCULATION, AND COLLECTION OF AD VALOREM TAXES ON MOTOR VEHICLES FOR THE CITY OF JACKSON AND THE JACKSON MUNICIPAL SEPARATE SCHOOL DISTRICT FOR THE YEAR 2026-2027, IS READY AND OPEN FOR INSPECTION AS CONSIDERED, EXAMINED, CORRECTED, AND EQUALIZED, SUBJECT TO THE RIGHT OF TAXPAYERS TO BE HEARD ON ALL OBJECTIONS MADE BY THEM IN WRITING AT A MEETING OF THE COUNCIL COMMENCING JULY 31, 2026, AND SUBJECT TO CHANGES AND CORRECTIONS BY THE COUNCIL AS AUTHORIZED BY LAW** is legally sufficient for placement in NOVUS Agenda.

Sondra D. Moncure 1/21/26

Sondra Moncure, *Special Assistant* **Date**

West's Annotated Mississippi Code
Title 27. Taxation and Finance
Chapter 51. AD Valorem Taxes--Motor Vehicles in General

Miss. Code Ann. § 27-51-21

§ 27-51-21. Distribution of assessment schedule

Currentness

On or before the first day of July each year, the tax commission shall forward to the president of the board of supervisors of each county and to the mayor or other presiding officer of the governing board of each municipality, in care of the clerk of the respective boards, a certified copy of the assessment schedule which is designed to become effective for the then ensuing fiscal year in assessing and collecting ad valorem taxes on motor vehicles as defined in this chapter.

At the July meeting of the board of supervisors of the county and the governing board of the municipality, the boards shall examine and consider the motor vehicle assessment schedule and shall adopt an order on their respective minutes that such motor vehicle assessment schedule is ready and open for inspection and examination by any interested taxpayer and that within a period of fifteen (15) days the respective boards shall reconvene in regular or adjourned meeting to hear and take action on any complaint, filed in writing, objecting to and petitioning for a specified reduction on any portion or portions of the assessment schedule affecting the complainant directly. The respective boards shall continue in session from day to day until all such objections and petitions have been heard and action has been taken thereon. The order provided for herein shall refer by name to this chapter, and it shall not be necessary to incorporate in the order the provisions of this chapter.

Credits

Laws 1958, Ch. 588, § 11; Laws 1960, Ch. 473, § 2; Laws 1990, Ch. 340, § 1, eff. from and after passage (approved March 12, 1990).

Miss. Code Ann. § 27-51-21, MS ST § 27-51-21

The Statutes and Constitution are current with laws from the 2026 Regular Session effective through July 1, 2026. Some statute sections may be more current, see credits for details. The statutes are subject to changes provided by the Joint Legislative Committee on Compilation, Revision and Publication of Legislation.

End of Document

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Exhibit A

UNIFORM
ASSESSMENT SCHEDULE

For
SPECIAL EQUIPMENT,
SEMI-TRAILERS, CONCESSION TRAILERS,
UTILITY TRAILERS,
BOAT TRAILERS,
HORSE AND STOCK TRAILERS

FISCAL YEAR

2026-2027

AUGUST 1, 2026 THROUGH JULY 31, 2027

Adopted by
DEPARTMENT OF REVENUE
Jackson, Mississippi

NOTICE OF PUBLIC HEARING OF THE CITY OF JACKSON'S ADOPTION OF THE DEPARTMENT OF REVENUE'S ASSESSMENT SCHEDULE OF MOTOR VEHICLES

You are hereby notified that on July 31, 2026, at 10:00 a.m. at City Hall located at 219 S. President Street, in Jackson, Mississippi, the City Council for the City of Jackson, Mississippi, will examine and consider the Department of Revenue's motor vehicle assessment schedule as provided by law, and particularly Section 27-51-21, Mississippi Code of 1972, as amended.

The City shall use in the collection of ad valorem taxes thereon for the taxable year beginning August 1, 2026, subject to the right of motor vehicle owners and taxpayers to object to any of said valuations appearing on said assessment schedule; that said schedule for special equipment, trailers, motorcycles, ambulances and hearses.

The public has the right to inspect and examine at City Hall located at 219 S. President Street in the City of Jackson, said schedule for passenger vehicles. The light truck assessment schedule is in the Hinds County Tax Collector's computer system. It is now ready for public inspection and examination at the Hinds County Chancery Court Building.

Any objection to the valuation of motor vehicles set forth and contained in said schedule shall be made in writing, objecting to and petitioning for a specified reduction on any portion or portions of the assessment schedule affecting the complainant directly. Objections to the assessment schedule must comply with Section 27-51-23 of the Mississippi Code of 1972, as amended and filed in duplicate with the Municipal Clerk of the City of Jackson, Mississippi, at City Hall located at 219 S. President Street, in Jackson, Mississippi, on or before 10:00 a.m. on July 31, 2026, as provided by law, and particularly Section 27-51-21, Mississippi Code of 1972, as amended.

The Council of the City of Jackson, Mississippi, will meet in the Council Chambers of City Hall located at 219 S. President Street in said City on said date and will then commence hearing any objection to any valuation of motor vehicles set forth and contained in said assessment schedule which has been made in writing and filed with the Municipal Clerk, as hereinabove provided, and will remain in session from day to day thereafter, considering such objection and claim for adjustment until all parties in interest have been heard and such objection for adjustment claim is disposed of as provided by law.

Publish: July 23, 2026

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ORDER ADOPTING ASSESSMENT SCHEDULE FOR MOTOR VEHICLE AD VALOREM TAXES FOR THE FISCAL YEAR 2026-2027

WHEREAS, Section 27-51-15, Miss. Code Ann., provides that motor vehicles shall be assessed uniformly according to value and such assessed value shall be determined by an assessment schedule which shall be prepared and made of minute record by the Department of Revenue and shall be certified to the president of the board of supervisors of the various counties of the state, and to the mayor or the presiding officer of the municipal boards of the various municipalities, and municipal separate school districts of the state as the official motor vehicle assessment schedule which shall be used by the proper officials of both respective jurisdictions in assessing motor vehicle ad valorem taxes for the ensuing fiscal year; and,

WHEREAS, Section 27-51-19, Miss. Code Ann., provides that the Department of Revenue shall on or before the fifteenth day of June of each year, prepare and adopt an assessment schedule of motor vehicles, as defined in Section 27-51-5, Miss. Code Ann., which such assessment schedule, in its judgment, will tend to equalize the assessed value of property of this class with property of other classes in general, and which schedule, except as otherwise provided in Title 27, Chapter 51, Miss. Code Ann., as amended, shall be used by the tax collector of each county and each municipality and municipal separate school district, in assessing, calculating and collecting ad valorem taxes in each respective jurisdiction on all motor vehicles for such tax; and,

WHEREAS, said schedule, for the Fiscal Year 2026-2027 has been prepared in the manner and way required by law, and the assessment schedule for automobiles and most motorcycles is located in the computer network as part of the VIN/VIS System, with a copy of the schedule for special equipment, trailers, ambulances, and hearses (including motorcycles not included in the VIN/VIS system) attached hereto, and the Department of Revenue, being of the opinion that said schedule complies in all respects with the provisions of the aforesaid statute and amendments and should be adopted:

IT IS, THEREFORE, HEREBY ORDERED AND ADJUDGED that, the schedule for the Fiscal Year 2026-2027, for the assessment of ad valorem taxes for motor vehicles, as provided for by Title 27, Chapter 51, Miss. Code Ann., as amended, be and the same is hereby adopted for the purposes set forth in the aforesaid act and its amendments.

ORDERED AND ADJUDGED on this, the 8th **day of** June, **20**26

DEPARTMENT OF REVENUE,
Chris Graham, Commissioner

By _____
Director, Motor Vehicle & County Services

DEPARTMENT OF REVENUE
PROPERTY ASSESSMENT BUREAU

RULE 9. MOTOR VEHICLE ASSESSMENTS

Pursuant to Miss. Code Ann. Section 27-51-19, the Department of Revenue is required to annually prepare and adopt an assessment schedule for motor vehicles. In preparing this schedule, the Commission shall use a computer system package of assessments identified by the VIN ("vehicle identification number"). If the VIN does not produce an assessed value or if the computer system is not in operation, the local tax collector shall use the MSRP ("manufactured suggested retail price") with applicable depreciation percentage for the year in which the vehicle was manufactured.

The local tax collector shall be responsible for obtaining a source of MSRP(s) except for new vehicles. The taxpayer shall be responsible for supplying the MSRP for a new vehicle, by submitting a copy of the window sticker with the MSRP, to the tax collector at the time the tag is purchased.

The Department of Revenue will annually furnish to each tax collector an assessment schedule for trailers, motorcycles, special equipment, etc. to be used in the assessment of this type of property. This schedule will be furnished in hard copy or the Department of Revenue may use a computer system package of assessments identified by the VIN ("vehicle identification number"). If the VIN does not produce an assessed value or if the computer system is not in operation, the local tax collector shall use the MSRP ("manufactured suggested retail price") with applicable depreciation percentage for the year in which the vehicle was manufactured. For any model not listed, assess at 30% of current value if known, or use the "cost when new" multiplied by the percentages listed in the schedule for the years listed.

AUTOMOBILES & LIGHT TRUCKS

ASSESSMENT PERCENTAGES AND EXPLANATION

2027	2026	2025	2024	2023	2022	2021	2020	2019	2018	2017 & older
27%	23%	19%	15%	12%	9%	7%	5%	4%	3%	$100

The motor vehicle assessment adopted by the Department of Revenue, is the computer system package of assessments identified by the VIN (vehicle identification number). If the VIN does not produce an assessed value, the MSRP (manufacturer's suggested retail price) is entered in the system and is multiplied by the applicable percentage for the year in which the vehicle was manufactured.

The above percentages are used to calculate the assessed value for automobiles and light trucks. These percentages represent the assessment ratio of 30% less applicable depreciation. The appropriate percentage is multiplied by the MSRP of the vehicle being tagged to arrive at the assessed value. For 2017 and older models the assessed value is $100.

The Mississippi Constitution mandates that motor vehicles be assessed at 30% of true value. The Commission estimates that the true value of a new vehicle is approximately 90% of the MSRP. **The 30% assessment ratio multiplied by 90% produces an effective percentage of 27% that would be multiplied by the MSRP of new vehicles to arrive at assessed value.**

The Road and Privilege Tax on all passenger vehicles is $15.00. See Sections 27-19-5 and 27-19-9, Miss. Code Ann., for the privilege tax on motorcycles, ambulances, hearses, school and church buses, and taxicabs.

AMBULANCES & HEARSES

ASSESSMENT PERCENTAGES

2027	2026	2025	2024	2023	2022	2021	2020	2019	2018	2017 & older
27%	23%	19%	15%	12%	9%	7%	5%	4%	3%	$100

MOTORCYCLES

ASSESSMENT PERCENTAGES

2027	2026	2025	2024	2023	2022	2021	2020	2019	2018	2017 & older
27%	23%	17%	12%	9%	7%	6%	5%	4%	3%	2%

When assessing motorcycles enter the appropriate value and the assessment will be calculated by the percentage listed in the table. For any model not listed, use the "cost when new" multiplied by the percentages for the years listed.

SPECIAL EQUIPMENT & TRAILERS

ASSESSMENT PERCENTAGES

2027	2026	2025	2024	2023	2022	2021	2020	2019	2018	2017 & older
30%	23%	17%	12%	9%	7%	6%	5%	4%	3%	2%

When assessing special equipment or trailers enter the appropriate value and the assessment will be calculated by the percentage listed in the table. For any model not listed, assess at 30% of current value if known or use the "cost when new" multiplied by the percentages for the years listed.

SEMI-TRAILERS	VAN TYPE	VALUES
DRY FREIGHT ALL PURPOSE	**Aluminum, Plywood Walls, Wood Floor**	
	40' - 43'----------	$ 35,700
	45'----------	$ 42,193
	48'----------	$ 44,404
	53'----------	$ 46,612



SEMI-TRAILERS	SIDE CURTAIN	VALUES
DRY FREIGHT	**Steel and Aluminum**	
	45'----------	$ 48,060
	48'----------	$ 51,448
	53'----------	$ 54,019



SEMI-TRAILERS	REFRIGERATED	VALUES
REFRIGERATED aka REEFER	**Aluminum, Insulated, Extruded Aluminum Floor**	
	40' - 43'----------	$ 77,561
	45'----------	$ 83,084
	48'----------	$ 87,869
	53'----------	$ 90,348



SEMI-TRAILERS	DROP DECK VAN	VALUES
	Aluminum, Plywood Walls, Hardwood Floor	
	40' - 45'----------	$ 53,966
	48'----------	$ 60,083
	53'----------	$ 63,084



SEMI-TRAILERS	**FLATBED TYPE**	**VALUES**
FLATBED	**Steel, Wood Floor**	
	40'----------	$ 40,750
	45'----------	$ 42,256
	48'----------	$ 43,574
	53'----------	$ 48,376



SEMI-TRAILERS	**FLATBED TYPE**	**VALUES**
FLATBED	**Aluminum**	
	40'----------	$ 47,222
	45'----------	$ 48,727
	48'----------	$ 50,045
	53'----------	$ 54,846



SEMI-TRAILERS	FLATBED TYPE	VALUES
	Steel, Wood Floor	
DROP DECK FLAT		
	40' - 43'----------	$ 51,578
	45'----------	$ 53,156
	48'----------	$ 54,732
	53'----------	$ 56,308



SEMI-TRAILERS	FLATBED TYPE	VALUES
DROP DECK FLAT	Aluminum	
	40' - 43'----------	$ 58,908
	45'----------	$ 60,487
	48'----------	$ 62,063
	53'----------	$ 63,639



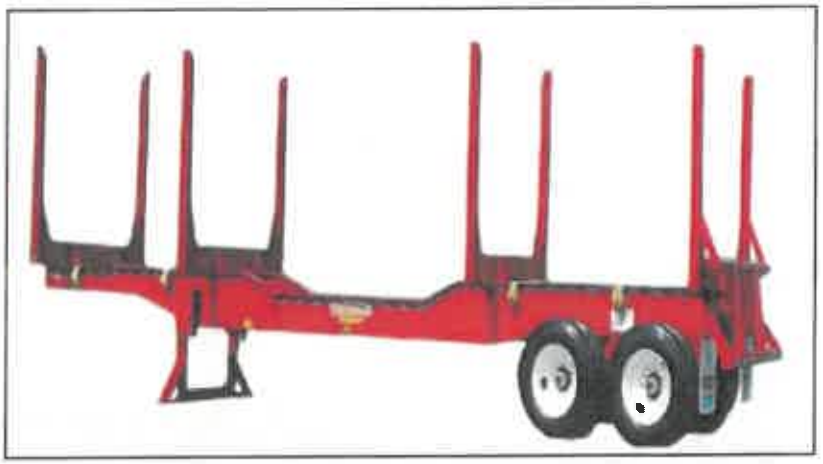
SEMI-TRAILERS	LOWBOY	VALUES
LOWBOY	**Fixed Gooseneck**	
	25 Ton----------	$ 73,314
	35 Ton----------	$ 77,911
	50 Ton----------	$ 83,880
	60 Ton----------	$ 88,416



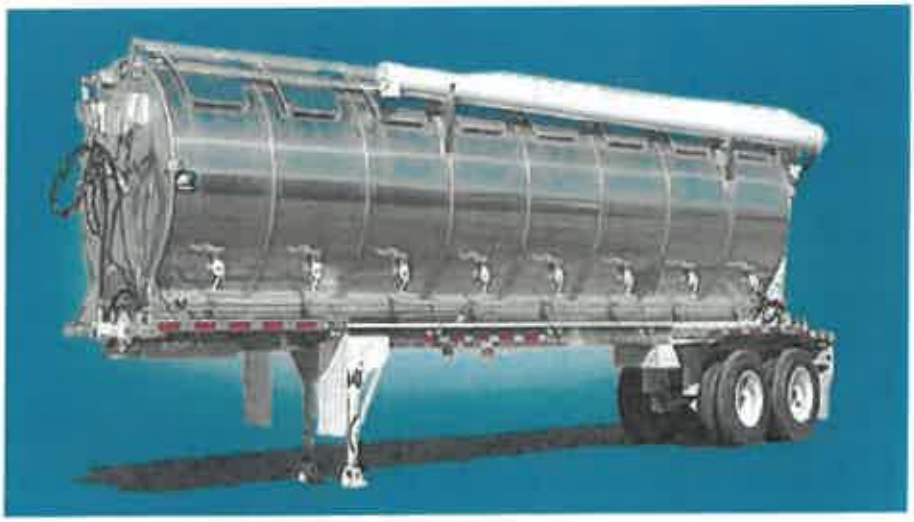
SEMI-TRAILERS	LOWBOY	VALUES
LOWBOY	**Detachable Gooseneck**	
	25 Ton----------	$ 82,416
	35 Ton----------	$ 87,013
	50 Ton----------	$ 92,982
	60 Ton----------	$ 97,519



SEMI-TRAILERS	LOG TRAILER	VALUES
LOG TRAILER	4 Bolster----------	$ 25,469
	Home Made----------	$ 12,485



SEMI-TRAILERS	FEED TRAILER	VALUES
FEED	Aluminum----------	$ 62,400



SEMI-TRAILERS	TANK TYPE	VALUES
PNEUMATIC DRY BULK	**Aluminum**	
aka POSSUM BELLY	40' or less----------	$ 101,245
	42' ----------	$ 103,712
Cement, Lime, Sand, Etc.	**Steel**	
	40' or less----------	$ 79,008
	42' ----------	$ 81,474



SEMI-TRAILERS	TANK TYPE	VALUES
ASPHALT	**Aluminum, Mild Steel**	
	Liquid Asphalt----------	$ 71,827



SEMI-TRAILERS	TANK TYPE	VALUES
	Stainless Steel	
Uncoded		
	Less than 7000 Gal----------	$ 81,183
	7000 Gal----------	$ 86,564
	More than 7000 Gal----------	$ 89,713

SEMI-TRAILERS	TANK TYPE	VALUES
	Stainless Steel	
MC 406, 407 &	**Multi-Purpose cargo**	
408	Less than 7000 Gal----------	$ 94,479
	7000 Gal----------	$ 99,861
	More than 7000 Gal----------	$ 103,009

SEMI-TRAILERS	TANK TYPE	VALUES
	Stainless Steel	
MC 200, 201 &	**Rubber Lined**	
312	Less than 7000 Gal----------	$ 106,127
	7000 Gal----------	$ 111,509
	More than 7000 Gal----------	$ 114,657

SEMI-TRAILERS	TANK TYPE	VALUES
	Stainless Steel	
MC 331	**Compressed gases**	
	Less than 7000 Gal----------	$ 119,599
	7000 Gal----------	$ 124,982
	More than 7000 Gal----------	$ 128,129





SEMI-TRAILERS	TANK TYPE	VALUES
	Aluminum	
Uncoded		
	Less Than 8,000 Gallons----------	$ 70,492
	8,000 – 9,000 Gallons----------	$ 70,852
	10,000 Gallons----------	$ 73,702

SEMI-TRAILERS	TANK TYPE	VALUES
	Aluminum	
MC 406,407 & 408	**Multi-Purpose cargo**	
	Less Than 8,000 Gallons----------	$ 94,318
	8,000 – 9,000 Gallons----------	$ 94,678
	10,000 Gallons----------	$ 97,528

SEMI-TRAILERS	TANK TYPE	VALUES
	Aluminum	
MC 200, 201 &312	**Rubber Lined**	
	Less Than 8,000 Gallons----------	$ 104,362
	8,000 – 9,000 Gallons----------	$ 104,722
	10,000 Gallons----------	$ 107,572

SEMI-TRAILERS	TANK TYPE	VALUES
	Aluminum	
MC 331	**Compressed gases**	
	Less Than 8,000 Gallons----------	$ 117,834
	8,000 – 9,000 Gallons----------	$ 118,195
	10,000 Gallons----------	$ 121,044





SEMI-TRAILERS	TANK TYPE	VALUES
LIQUIFIED GASES **MC 308**	**Aluminum, Carbon Steel**	
	Less Than 8,000 Gallons----------	$ 107,113
	8,000 – 9,000 Gallons----------	$ 107,470
	10,000 Gallons----------	$ 110,213



SEMI-TRAILERS	TANK TYPE	VALUES
SANITARY	Less Than 8,000 Gallons----------	$ 61,147
FOOD GRADE	8,000 – 9,000 Gallons----------	$ 66,676
Milk, Water, Syrup, Etc.	10,000 Gallons----------	$ 69,762



SEMI-TRAILERS	GRAIN	VALUES
	Hopper & Conveyor (Walking Floor)	
GRAIN	***Aluminum***	
	1 Hopper & Conveyor----------	$ 48,952
	2 Hoppers & Conveyor----------	$ 50,478
	3 or more Hoppers----------	$ 51,674
	Steel	
	1 Hopper & Conveyor----------	$ 39,016
	2 Hoppers & Conveyor----------	$ 40,542
	3 or more Hoppers----------	$ 41,738





SEMI-TRAILERS	LIVESTOCK	VALUES
	Aluminum	
LIVESTOCK	Less Than 42'----------	$ 70,300
	43'- 47'----------	$ 74,119
	48'----------	$ 78,983
	53'----------	$ 81,029
	Stainless Steel	
	Less Than 42'----------	$ 63,119
	43'- 47'----------	$ 67,094
	48'----------	$ 71,816
	53'----------	$ 74,119



SEMI-TRAILERS	DUMP TYPE	VALUES
	Aluminum	
	24'-33'----------	$ 63,392
	34'-35'----------	$ 70,278
	36'----------	$ 71,163
	Stainless Steel	
	24'-33'----------	$ 51,641
	34'-35'----------	$ 58,527
	36'----------	$ 59,411









SEMI-TRAILERS	AUTO TRANSPORT	VALUES
	Most----------	$ 81,963



SEMI-TRAILERS	CHIP	VALUES
CHIP	**Aluminum**	
	42'----------	$ 37,465
	45'----------	$ 38,354
	48'----------	$ 43,159
	53'----------	$ 44,049



CONCESSION TRAILERS

BUMPER PULL		VALUES
5X10----------	$	11,500
6X10----------	$	12,000
6X12----------	$	12,650
6X14----------	$	14,750
7X14----------	$	21,600
7X16----------	$	22,600
7X18----------	$	23,285
7X20----------	$	24,385
8X12----------	$	19,500
8X14----------	$	19,995
8X16----------	$	20,995
8X18----------	$	26,995
8X20----------	$	31,990
8X24----------	$	33,990
8X28----------	$	35,799
8X30----------	$	37,500



CONCESSION TRAILERS

BBQ TRAILER **VALUES**

8X16----------	$	30,000
8X18----------	$	32,000
8X20----------	$	34,000
8X28----------	$	51,995
8X32----------	$	71,995



CONCESSION TRAILERS

GOOSENECK **VALUES**

8X20----------	$	34,000
8X36----------	$	53,000



UTILITY TRAILER	MOTORCYCLE	VALUES
PULL BEHIND	ALL----------	$ 1,500



	MOTORCYCLE	VALUES
PULL BEHIND CAMPER	ALL----------	$ 2,500



UTILITY TRAILER	SINGLE OR DOUBLE AXLE	VALUES
FLAT BED, TILT OR DROP GATE	4X6	$ 548
	4X8	$ 700
	4X10	$ 850
	5X8	$ 1,000
	5X10	$ 1,345
	5X12	$ 1,570
	5X14	$ 1,595
	6X8	$ 1,625
	6X10	$ 1,670
	6X12	$ 1,750
	6X14	$ 1,765
	6X16	$ 1,775
	6X18	$ 2,265
	7X10	$ 2,225
	7X12	$ 2,335
	7X14	$ 2,725
	7X16	$ 2,775
	7X18	$ 3,105
	7X20	$ 3,650
	8X12	$ 3,770
	8X14	$ 4,022
	8X16	$ 4,144
	8X18	$ 4,327
	8X20	$ 4,509
	9X12	$ 4,884
	9X14	$ 5,259
	9X16	$ 5,634
	9X18	$ 6,009
	9X20	$ 6,384
	9X24	$ 6,759



UTILITY TRAILER	DUMP	VALUES
4X6		$ 2,680
4X8		$ 3,200
4X9		$ 4,000
5X8		$ 5,200
5X10		$ 5,690
5X12		$ 6,080
6X10		$ 6,752
6X12		$ 6,880
6X14		$ 6,960
6X16		$ 7,000
7X10		$ 7,024
7X12		$ 7,072
7X14		$ 7,200
7X16		$ 7,344
7X20		$ 7,392
8X16		$ 7,520
8X18		$ 7,760
9X20		$ 8,616



UTILITY TRAILER	EQUIPMENT	VALUES
SOLID FLOOR	6X20----------	$ 2,200
WITH RAMPS	6X24----------	$ 3,190
OR DOVE TAIL	7X14----------	$ 3,580
	7X16----------	$ 3,690
	7X18----------	$ 3,750
	7X20----------	$ 3,945
	7X24----------	$ 4,000
	8X20----------	$ 4,350
	8X25----------	$ 4,575
	9X18----------	$ 4,590
	9X24----------	$ 4,610
	9X26----------	$ 4,690



UTILITY TRAILER	EQUIPMENT	VALUES
GOOSENECK AND GOOSENECK / PINTEL	6X16	$ 3,499
	6X18	$ 3,580
	6X20	$ 3,629
	6X24	$ 4,417
	7X18	$ 4,428
	7X20	$ 4,622
	7X22	$ 4,671
	7X24	$ 4,741
	7X26	$ 4,763
	8X20	$ 4,995
	8X24	$ 5,005
	8X26	$ 5,070
	9X20	$ 5,130
	9X24	$ 5,260
	9X26	$ 5,616



UTILITY TRAILER	CAR CARRIER	VALUES	
OPEN / DRIVE ON	6X20----------	$	2,479
	6X24----------	$	2,647
	7X14----------	$	2,680
	7X16----------	$	2,774
	7X18----------	$	2,900
	7X20----------	$	3,173
	7X24----------	$	3,216
	8X20----------	$	3,337
	8X25----------	$	3,404
	9X18----------	$	3,524
	9X24----------	$	3,678
	9X26----------	$	3,712



UTILITY TRAILER	CAR CARRIER	VALUES
ENCLOSED	8X18	$ 10,200
	8X20	$ 11,700
	8X22	$ 12,360
	8X24	$ 12,990
	8X26	$ 13,680
	8X28	$ 13,800
	8X30	$ 14,450
	8X32	$ 15,000
	8X34	$ 15,380
	9X18	$ 15,720
	9X20	$ 16,290
	9X22	$ 16,400
	9X24	$ 16,860
	9X26	$ 16,990
	9X28	$ 17,100
	9X30	$ 17,280
	9X32	$ 17,310



UTILITY TRAILER	CAR CARRIER	VALUES
ENCLOSED V-NOSE	8X20----------	$ 11,900
	8X22----------	$ 12,100
	8X24----------	$ 13,225
	8X26----------	$ 13,790
	8X28----------	$ 14,355
	8X30----------	$ 14,820
	8X32----------	$ 15,320
	8X34----------	$ 16,395



UTILITY TRAILER	CAR CARRIER	VALUES
ENCLOSED	8X20	$ 12,970
	8X22	$ 13,125
	8X24	$ 13,200
GOOSENECK / PINTEL	8X26	$ 13,320
	8X28	$ 14,510
	8X30	$ 14,760
	8X32	$ 15,280
	8X34	$ 15,500
	8X36	$ 15,570
	8X38	$ 15,900
	8X40	$ 16,375
	8X42	$ 16,550
	8X44	$ 16,750
	8X46	$ 16,900
	8X48	$ 17,275
	8X50	$ 17,500
	8X53	$ 18,090
	9X28	$ 18,500
	9X32	$ 19,050
	9X44	$ 19,900
	9X48	$ 26,215
	9X50	$ 26,800



UTILITY TRAILER	CARGO	VALUES
PULL BEHIND	6X8----------	$ 2,578
TANDEM AXLE	6X10----------	$ 3,845
	6X12----------	$ 4,132
	6X14----------	$ 4,429
	6X16----------	$ 4,721
	7X12----------	$ 4,323
	7X14----------	$ 4,530
	7X16----------	$ 4,800
	7X18----------	$ 5,113
	7X20----------	$ 5,413
	7X22----------	$ 5,713
	7X24----------	$ 6,013
	8X12----------	$ 4,482
	8X14----------	$ 5,134
	8X16----------	$ 5,334
	8X18----------	$ 5,534
	8X20----------	$ 5,734
	8X22----------	$ 5,934
	8X24----------	$ 6,365
	8X26----------	$ 6,565
	8X28----------	$ 6,765
	8X32----------	$ 6,965



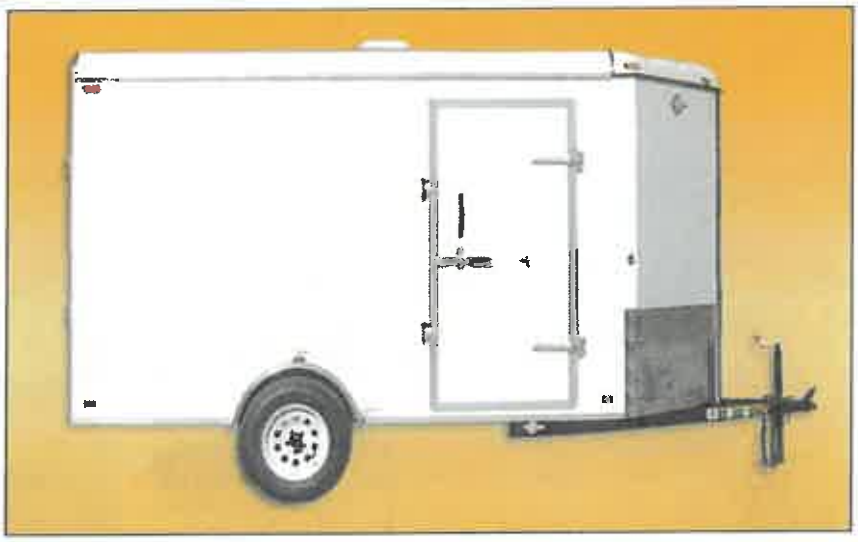
UTILITY TRAILER	CARGO	VALUES
PULL BEHIND	6X12	$ 4,658
TANDEM AXLE	6X14	$ 4,774
V-NOSE	6X16	$ 4,974
	6X18	$ 5,159
	6X20	$ 5,436
	7X12	$ 4,874
	7X14	$ 5,205
	7X16	$ 5,467
	7X18	$ 5,651
	7X20	$ 5,890
	7X22	$ 6,006
	7X24	$ 6,468
	8X14	$ 5,544
	8X16	$ 5,805
	8X18	$ 6,098
	8X20	$ 6,483



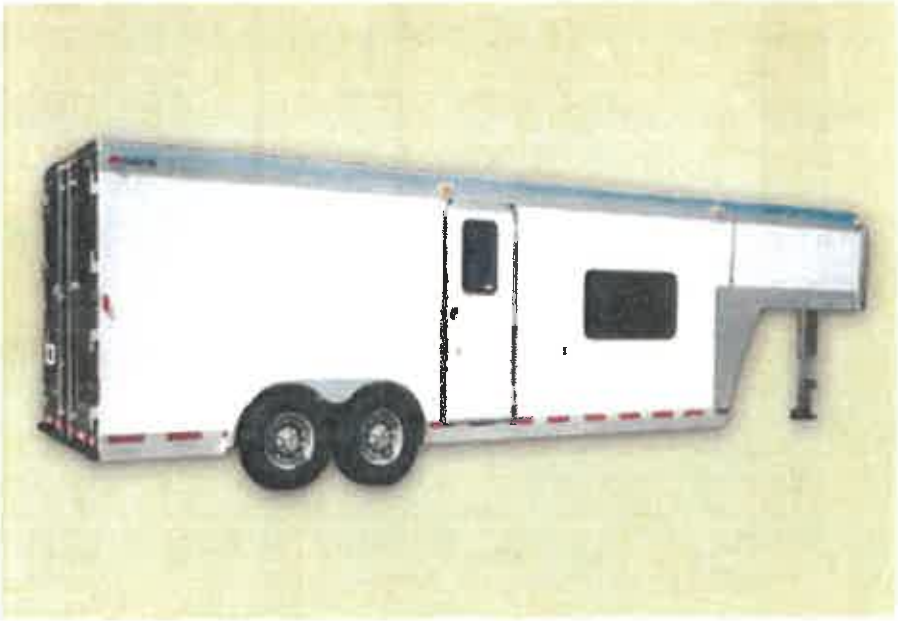
UTILITY TRAILER	CARGO	VALUES
PULL BEHIND	4X6----------	$ 1,534
SINGLE AXLE	5X6----------	$ 1,804
	5X8----------	$ 2,074
	5X10----------	$ 2,344
	5X12----------	$ 2,614
	6X10----------	$ 2,694
	6X12----------	$ 2,938
	6X14----------	$ 3,203
	7X12----------	$ 3,453
	7X14----------	$ 3,703
	7X16----------	$ 3,453
	8X12----------	$ 3,703
	8X14----------	$ 3,953



UTILITY TRAILER	CARGO	VALUES
PULL BEHIND	5X8----------	$ 2,592
SINGLE AXLE	5X10----------	$ 2,805
V-NOSE	5X12----------	$ 2,902
	6X10----------	$ 3,018
	6X12----------	$ 3,199
	6X14----------	$ 3,315
	7X12----------	$ 3,605



UTILITY TRAILER	CARGO	VALUES
GOOSENECK	7X14----------	$ 4,500
TANDEM AXLE	7X16----------	$ 4,650
	7X18----------	$ 4,770
	7X20----------	$ 4,920
	7X22----------	$ 4,990
	7X24----------	$ 5,180
	8X14----------	$ 4,870
	8X16----------	$ 5,050
	8X18----------	$ 5,190
	8X20----------	$ 5,290
	8X22----------	$ 5,505
	8X24----------	$ 5,880



UTILITY TRAILER	CARGO	VALUES
GOOSENECK	9X34----------	$ 8,990
TRI-AXLE	9X36----------	$ 9,625
	9X38----------	$ 10,225
	9X40----------	$ 10,800
	9X42----------	$ 11,300
	9X44----------	$ 11,775
	9X46----------	$ 12,400
	9X48----------	$ 15,000



BOAT TRAILER	SINGLE AXLE	VALUES
	15'----------	$ 820
	16'----------	$ 895
	17'----------	$ 1,300
	18'----------	$ 1,500
	19'----------	$ 1,610
	20'----------	$ 1,795
	21'----------	$ 2,050
	22'----------	$ 2,245



BOAT TRAILER	TANDEM AXLE	VALUES
17'		$ 1,575
18'		$ 1,855
19'		$ 2,105
20'		$ 2,195
21'		$ 2,455
22'		$ 2,720
23'		$ 3,220
24'		$ 3,695
25'		$ 4,165
26'		$ 4,640
27'		$ 5,125
28'		$ 5,385
29		$ 5,670
30'		$ 5,970
31'		$ 6,220
32'		$ 6,550
33'		$ 6,900
34'		$ 7,235
35'		$ 7,635
36'		$ 8,035



BOAT TRAILER	TRI - AXLE	VALUES
	26'----------	$ 5,245
	27'----------	$ 5,515
	28'----------	$ 5,815
	29'----------	$ 6,120
	30'----------	$ 6,440
	31'----------	$ 6,705
	32'----------	$ 7,075
	33'----------	$ 7,435
	34'----------	$ 7,835
	35'----------	$ 8,240
	36'----------	$ 8,635
	37'----------	$ 9,135
	38'----------	$ 9,325
	39'----------	$ 10,130
	40'----------	$ 10,655



HORSE AND STOCK TRAILERS

4-STAR — **HORSE TRAILER TACK/DRESS ROOM**

BUMPER PULL

2 HORSE----------	$	15,254
3 HORSE----------	$	19,872
4 HORSE----------	$	24,132

GOOSENECK

2 HORSE----------	$	18,774
3 HORSE----------	$	22,900
4 HORSE----------	$	33,800
5 HORSE----------	$	42,800
6 HORSE----------	$	49,916

ALUM-LINE — **STOCK TRAILER**

BUMPER PULL

14'----------	$	9,919
16'----------	$	10,715
18'----------	$	11,458

GOOSENECK

17'----------	$	14,640
19'----------	$	15,383
21'----------	$	16,019
23'----------	$	16,868
25'----------	$	17,504
27'----------	$	18,354
29'----------	$	19,043
31'----------	$	19,944

ALUM-LINE — **HORSE TRAILER**

BUMPER PULL

2 HORSE----------	$	12,624
3 HORSE----------	$	14,322

GOOSENECK

3 HORSE----------	$	17,823
4 HORSE----------	$	19,732
5 HORSE----------	$	21,324
6 HORSE----------	$	23,233

CHARMAC ALUMINUM — **STOCK TRAILER**

BUMPER PULL

16'----------	$	9,942
18'----------	$	10,397

GOOSENECK

16'----------	$	11,447
18'----------	$	12,625
20'----------	$	12,837
22'----------	$	13,367
24'----------	$	14,004

HORSE TRAILER

BUMPER PULL

2 HORSE----------	$	13,528
3 HORSE----------	$	14,888
4 HORSE----------	$	16,663

GOOSENECK

2 HORSE----------	$	15,171
3 HORSE----------	$	16,727
4 HORSE----------	$	18,283
5 HORSE----------	$	20,378
6 HORSE----------	$	22,421

CHARMAC STEEL **STOCK TRAILER**

BUMPER PULL

12'----------	$	5,799
14'----------	$	6,223
26'----------	$	6,507
18'----------	$	6,789

GOOSENECK

14'----------	$	8,347
16'----------	$	8,630
18'----------	$	8,913
20'----------	$	9,196
22'----------	$	9,765
24'----------	$	10,330
26'----------	$	10,572
28'----------	$	11,387

CHARMAC STEEL **HORSE TRAILER**

BUMPER PULL

2 HORSE----------	$	10,118
3 HORSE----------	$	11,349
4 HORSE----------	$	14,074

GOOSENECK

2 HORSE----------	$	13,403
3 HORSE----------	$	14,357
4 HORSE----------	$	15,737
5 HORSE----------	$	17,522
6 HORSE----------	$	18,407

HORSE TRAILER WITH LIVING QUARTERS

GOOSENECK

3 HORSE----------	$	36,990
4 HORSE----------	$	39,130

CIRCLE D **STOCK TRAILER**

GOOSENECK

16'----------	$	7,532
18'----------	$	7,850
20'----------	$	8,275
24'----------	$	8,911

CM-ALUMINUM **STOCK TRAILER**

BUMPER PULL

16'----------	$	14,790

GOOSENECK

16'----------	$	17,994
20'----------	$	18,360
24'----------	$	20,220
28'----------	$	21,659

HORSE TRAILER

BUMPER PULL

2 HORSE----------	$	20,500
3 HORSE----------	$	23,800
4 HORSE----------	$	28,050

GOOSENECK

2 HORSE----------	$	22,525
3 HORSE----------	$	25,576
4 HORSE----------	$	29,395
5 HORSE----------	$	31,150
6 HORSE----------	$	34,800

CM-STEEL **STOCK TRAILER**

BUMPER PULL

10'	$	4,774
12'	$	5,092
14'	$	5,728
16'	$	5,994
17'	$	6,859

GOOSENECK

12'	$	8,142
14'	$	8,514
16'	$	8,699
20'	$	9,813
24'	$	11,458
28'	$	13,526
32'	$	15,012

HORSE TRAILER

BUMPER PULL

2 HORSE	$	6,604
3 HORSE	$	9,525

DIAMOND D **STOCK TRAILER**

BUMPER PULL

12'	$	4,698
16'	$	5,074

GOOSENECK

12'	$	6,058
14'	$	6,490
16'	$	7,759
18'	$	8,539
20'	$	8,757
24'	$	9,511
28'	$	10,150
32'	$	10,723

DIAMOND D **HORSE TRAILER**
WITH TACK ROOM

BUMPER PULL

2 HORSE----------	$	5,404
3 HORSE----------	$	6,818

GOOSENECK

2 HORSE----------	$	7,871
3 HORSE----------	$	7,954
4 HORSE----------	$	8,213
5 HORSE----------	$	10,371

DIAMOND D **HORSE TRAILER**
WITH DRESS ROOM

BUMPER PULL

2 HORSE----------	$	8,743
3 HORSE----------	$	9,948
4 HORSE----------	$	11,273

HORSE TRAILER
WITH TACK/DRESS ROOM

GOOSENECK

2 HORSE----------	$	11,473
3 HORSE----------	$	12,850
4 HORSE----------	$	14,504
5 HORSE----------	$	15,475
6 HORSE----------	$	17,770

HORSE TRAILER
WITH LIVING QUARTERS

GOOSENECK

3 HORSE----------	$	31,117
4 HORSE----------	$	32,392

DONAHUE	**STOCK TRAILER**		
	GOOSENECK		
	16'----------	$	6,895
	20'----------	$	7,903
	24'----------	$	8,699
	28'----------	$	10,609
	GOOSENECK w/HALF TOP		
	16'----------	$	7,426
	20'----------	$	8,434
	24'----------	$	8,911
	STOCK/COMBO TRAILER		
	GOOSENECK		
	16'----------	$	7,850
	20'----------	$	8,964
	24'----------	$	9,654
DREAM COACH EMERALD	**HORSE TRAILER**		
	BUMPER PULL		
	EMERALD 1----------	$	15,489
	EMERALD 2----------	$	15,798
	GOOSENECK		
EMERALD 1	2 HORSE----------	$	16,868
EMERALD 2	2 HORSE----------	$	17,133
EMERALD 1	3 HORSE----------	$	18,327
EMERALD 2	3 HORSE----------	$	18,804
	HORSE TRAILER W/LIVING QUARTERS		
EMERALD 1	2 HORSE----------	$	20,502
EMERALD 2	2 HORSE----------	$	22,787
EMERALD 1	3 HORSE----------	$	23,287
EMERALD 2	3 HORSE----------	$	23,764

DREAM COACH SILVER/PLATINUM

HORSE TRAILER

BUMPER PULL

SILVER----------	$	17,597
PLATINUM----------	$	20,151

GOOSENECK

2 HORSE SILVER----------	$	19,096
2 HORSE PLATINUM----------	$	23,076
3 HORSE SILVER----------	$	24,128
3 HORSE PLATINUM----------	$	27,902

HORSE TRAILER w/LIVING QUARTERS

GOOSENECK

2 HORSE SILVER----------	$	24,400
2 HORSE PLATINUM----------	$	27,530
3 HORSE SILVER----------	$	27,742
3 HORSE PLATINUM----------	$	30,713

ELITE

STOCK TRAILER

BUMPER PULL

16'----------	$	13,172
18'----------	$	14,800

GOOSENECK

16'----------	$	13,090
20'----------	$	14,259
24'----------	$	16,098
28'----------	$	16,985

ELITE **HORSE TRAILER**

BUMPER PULL

2 HORSE----------	$	20,369
3 HORSE----------	$	24,400

GOOSENECK

2 HORSE----------	$	22,173
3 HORSE----------	$	26,231
4 HORSE----------	$	31,049
5 HORSE----------	$	35,487
6 HORSE----------	$	40,049

EXISS **STOCK TRAILER**

BUMPER PULL

13'----------	$	13,155
16'----------	$	14,693

STOCK/COMBO TRAILER

BUMPER PULL

13'----------	$	14,799
16'----------	$	16,762

GOOSENECK

16'----------	$	14,746
18'----------	$	15,652
20'----------	$	16,974
24'----------	$	19,096

EXISS

HORSE TRAILER

BUMPER PULL

2 HORSE----------	$	14,158
3 HORSE----------	$	16,195

GOOSENECK

2 HORSE----------	$	15,431
3 HORSE----------	$	16,598
4 HORSE----------	$	26,556
5 HORSE----------	$	31,789
6 HORSE----------	$	33,233

HORSE TRAILER
w/LIVING QUARTERS

GOOSENECK

3 HORSE----------	$	48,678
4 HORSE----------	$	61,524
7 HORSE----------	$	74,686

FEATHERLITE
ALUMINUM

STOCK TRAILER

BUMPER PULL

10'----------	$	11,850
12'----------	$	12,346
14'----------	$	13,290
16'----------	$	14,335
18'----------	$	14,708

GOOSENECK

16'----------	$	15,341
18'----------	$	15,750
20'----------	$	16,175
24'----------	$	17,706
30'----------	$	22,261

FEATHERLITE ALUMINUM

STOCK/COMBO TRAILER

BUMPER PULL

12'----------	$	11,380
16'----------	$	12,423
18' 3 HORSE----------	$	18,170
20' 4 HORSE----------	$	19,716

GOOSENECK

16'----------	$	17,670
18'----------	$	17,689
20'----------	$	18,785
24'----------	$	20,379

FEATHERLITE ALUMINUM

HORSE TRAILER

BUMPER PULL

2 HORSE----------	$	21,620
3 HORSE----------	$	29,189
4 HORSE----------	$	33,206

GOOSENECK

2 HORSE----------	$	29,141
3 HORSE----------	$	30,144
4 HORSE----------	$	86,770
5 HORSE----------	$	100,100
6 HORSE----------	$	109,085
7 HORSE----------	$	115,047
8 HORSE----------	$	122,870

HORSE TRAILER w/LIVING QUARTERS

GOOSENECK

2 HORSE----------	$	55,408
3 HORSE----------	$	66,719
4 HORSE----------	$	66,975

FEATHERLITE STEEL — **STOCK TRAILER**

BUMPER PULL

12'----------	$	4,925
16'----------	$	5,415

GOOSENECK

12'----------	$	5,994
14'----------	$	6,482
16'----------	$	7,620
18'----------	$	8,407
20'----------	$	8,537
24'----------	$	9,325

FEATHERLITE STEEL — **HORSE TRAILER**

BUMPER PULL

2 HORSE----------	$	9,628
3 HORSE----------	$	10,999
4 HORSE----------	$	12,290

GOOSENECK

2 HORSE----------	$	12,500
3 HORSE----------	$	13,957
4 HORSE----------	$	15,734
5 HORSE----------	$	16,739
6 HORSE----------	$	19,178

HORSE TRAILER w/LIVING QUARTERS

GOOSENECK

3 HORSE----------	$	36,824
4 HORSE----------	$	38,539

HART

HORSE TRAILER

BUMPER PULL

2 HORSE----------	$	17,717
3 HORSE----------	$	21,191

GOOSENECK

2 HORSE----------	$	21,562
3 HORSE----------	$	25,037
4 HORSE----------	$	28,026
5 HORSE----------	$	35,434

HORSE TRAILER
w/LIVING QUARTERS

GOOSENECK

2 HORSE----------	$	34,387
3 HORSE----------	$	39,240
4 HORSE----------	$	45,499

HILLSBORO ALUMINUM

STOCK TRAILER

GOOSENECK

16'----------	$	18,241
18'----------	$	19,736
20'----------	$	20,772
22'----------	$	21,444
24'----------	$	21,900
26'----------	$	26,833
28'----------	$	27,538
30'----------	$	33,493
32'----------	$	34,303
34'----------	$	35,095

HILLSBORO STEEL	**STOCK TRAILER**		
	GOOSENECK		
	16'----------	$	8,221
	18'----------	$	8,672
	20'----------	$	8,999
	24'----------	$	10,294
	28'----------	$	12,318
HILLSBORO ALUMINUM	**STOCK/COMBO TRAILER**		
	GOOSENECK		
	3 HORSE----------	$	22,766
	4 HORSE----------	$	26,140
STEEL	3 HORSE----------	$	11,230
	4 HORSE----------	$	12,477
JACKSON	**HORSE TRAILER**		
	BUMPER PULL		
	2 HORSE----------	$	12,853
	3 HORSE----------	$	15,022
	4 HORSE----------	$	16,709
	GOOSENECK		
	2 HORSE----------	$	15,786
	3 HORSE----------	$	19,202
	4 HORSE----------	$	23,283
	6 HORSE----------	$	28,278

KIEFER BUILT ALUMINUM

STOCK TRAILER

BUMPER PULL

16'----------	$	11,882
18'----------	$	13,632
20'----------	$	13,950

GOOSENECK

16'----------	$	17,239
18'----------	$	18,035
20'----------	$	18,141
22'----------	$	19,255
24'----------	$	20,157
26'----------	$	23,817
28'----------	$	23,870
30'----------	$	24,050
32'----------	$	24,165
34'----------	$	25,389
36'----------	$	27,279
38'----------	$	29,222
40'----------	$	31,290

KIEFER BUILT ALUMINUM

HORSE TRAILER

BUMPER PULL

2 HORSE----------	$	17,356
3 HORSE----------	$	18,756

GOOSENECK

2 HORSE----------	$	23,251
3 HORSE----------	$	25,835
4 HORSE----------	$	27,689
5 HORSE----------	$	31,814
6 HORSE----------	$	33,895

KIEFER BUILT ALUMINUM SKIN — **HORSE TRAILER**

BUMPER PULL

2 HORSE----------	$	10,845
3 HORSE----------	$	11,300
4 HORSE----------	$	13,105

GOOSENECK

2 HORSE----------	$	14,600
3 HORSE----------	$	21,170
4 HORSE----------	$	23,345

LOGAN COACH — **STOCK TRAILER**

BUMPER PULL

13'----------	$	4,905
16'----------	$	5,730

GOOSENECK

16'----------	$	8,735
18'----------	$	9,224
20'----------	$	9,377
24'----------	$	10,502

LOGAN COACH — **HORSE TRAILER**

BUMPER PULL

2 HORSE----------	$	11,675
3 HORSE----------	$	13,845
4 HORSE----------	$	15,450

GOOSENECK

2 HORSE----------	$	13,192
3 HORSE----------	$	18,261
4 HORSE----------	$	23,727

MERHOW ALUMINUM

HORSE TRAILER

BUMPER PULL

2 HORSE----------	$	15,745
3 HORSE----------	$	19,695
4 HORSE----------	$	22,670

GOOSENECK

2 HORSE----------	$	19,760
3 HORSE----------	$	23,660
4 HORSE----------	$	26,560

MERHOW STEEL

HORSE TRAILER

BUMPER PULL

2 HORSE----------	$	12,895
3 HORSE----------	$	16,073
4 HORSE----------	$	18,850

GOOSENECK

2 HORSE----------	$	16,690
3 HORSE----------	$	19,930
4 HORSE----------	$	22,448

PONDEROSA STEEL

STOCK TRAILER

14'----------	$	3,554
16'----------	$	3,729
18'----------	$	3,914

HORSE TRAILER

BUMPER PULL

2 HORSE----------	$	4,495
3 HORSE----------	$	5,295

GOOSENECK

3 HORSE----------	$	6,995
4 HORSE----------	$	7,495

SOONER TRAILER **STOCK TRAILER**

GOOSENECK

16'----------	$	13,890
20'----------	$	14,170
24'----------	$	18,501
26'----------	$	22,840
28'----------	$	23,862

HORSE TRAILER

BUMPER PULL

2 HORSE----------	$	15,122
3 HORSE----------	$	17,600

GOOSENECK

2 HORSE----------	$	15,900
3 HORSE----------	$	21,715
4 HORSE----------	$	25,367
5 HORSE----------	$	25,759
6 HORSE----------	$	40,328

SUNDOWNER **STOCK TRAILER**

BUMPER PULL

12'----------	$	12,932
14'----------	$	13,743
16'----------	$	14,274
18'----------	$	14,762
20'----------	$	15,505
22'----------	$	16,003

GOOSENECK

16'----------	$	15,324
18'----------	$	15,770
20'----------	$	16,751
22'----------	$	17,526
24'----------	$	18,088
26'----------	$	18,788
28'----------	$	22,204
30'----------	$	23,228

SUNDOWNER

STOCK TRAILER

GOOSENECK CONTINUED

32'----------	$	23,711
34'----------	$	24,416
36'----------	$	25,132
38'----------	$	25,864
40'----------	$	26,580

SUNDOWNER

HORSE TRAILER

BUMPER PULL

2 HORSE----------	$	15,442
3 HORSE----------	$	16,995
4 HORSE----------	$	20,847

GOOSENECK

2 HORSE----------	$	19,179
3 HORSE----------	$	24,795
4 HORSE----------	$	30,455
5 HORSE----------	$	35,174
6 HORSE----------	$	37,894
7 HORSE----------	$	43,466
8 HORSE----------	$	47,003
9 HORSE----------	$	49,250
10 HORSE----------	$	49,542

HORSE TRAILER w/LIVING QUARTERS

2 HORSE----------	$	62,969
3 HORSE----------	$	70,304
4 HORSE----------	$	76,340

THURO-BILT

STOCK TRAILER

BUMPER PULL

SPIRIT----------	$	4,710
13'----------	$	5,341
17'----------	$	6,328
19'----------	$	6,826

HORSE TRAILER

2 HORSE----------	$	9,426
3 HORSE----------	$	11,256
4 HORSE----------	$	12,348

TITAN **STOCK TRAILER**

BUMPER PULL

10'----------	$	5,810
12'----------	$	5,953
14'----------	$	6,159
16'----------	$	6,318
18'----------	$	7,278
20'----------	$	7,518

GOOSENECK

10'----------	$	8,362
12'----------	$	8,521
14'----------	$	8,965
16'----------	$	9,248
18'----------	$	9,445
20'----------	$	9,723
22'----------	$	10,502
24'----------	$	11,277
26'----------	$	11,760
28'----------	$	12,237
30'----------	$	12,704
32'----------	$	13,174

TITAN **HORSE TRAILER**

BUMPER PULL

2 HORSE----------	$	7,690
3 HORSE----------	$	9,824
4 HORSE----------	$	10,997

GOOSENECK

2 HORSE----------	$	13,709
3 HORSE----------	$	14,769
4 HORSE----------	$	18,980
5 HORSE----------	$	20,555

TRAILS WEST **STOCK TRAILER**

BUMPER PULL

12'----------	$	6,317
14'----------	$	6,445
16'----------	$	7,522
18'----------	$	7,670

GOOSENECK

12'----------	$	8,428
14'----------	$	8,450
16'----------	$	8,599
18'----------	$	9,341
20'----------	$	9,526
22'----------	$	10,296
24'----------	$	10,396

TRAILS WEST **HORSE TRAILER**

BUMPER PULL

2 HORSE----------	$	9,425
3 HORSE----------	$	13,147
4 HORSE----------	$	13,956

GOOSENECK

2 HORSE----------	$	12,504
3 HORSE----------	$	15,992
4 HORSE----------	$	17,095
5 HORSE----------	$	18,297
6 HORSE----------	$	21,195

W-W TRAILERS **STOCK TRAILER**

STEEL BUMPER PULL

10'----------	$	3,883
12'----------	$	3,904
14'----------	$	4,040
16'----------	$	4,291
17'----------	$	5,578

GOOSENECK

16'----------	$	5,260
18'----------	$	5,633
20'----------	$	6,250
24'----------	$	7,117
28'----------	$	8,312

HORSE TRAILER

BUMPER PULL

1 HORSE----------	$	3,363
2 HORSE----------	$	6,418
3 HORSE----------	$	6,680

GOOSENECK

3 HORSE----------	$	9,293
4 HORSE----------	$	10,476
6 HORSE----------	$	10,714

GENERIC STEEL STOCK TRAILER

BUMPER PULL	STEEL	ALUMINUM
6X14	$ 4,386	$ 10,971
6X16	$ 4,663	$ 11,661
6X18	$ 4,880	$ 12,205
6X20	$ 5,521	$ 13,134
GOOSENECK		
6X14	$ 5,214	$ 13,041
6X16	$ 5,485	$ 13,717
6X18	$ 6,036	$ 15,097
6X20	$ 6,136	$ 15,197
6X24	$ 6,323	$ 15,813

HORSE TRAILER

BUMPER PULL		
TWO HORSE STRAIGHT LOAD	$ 4,323	$ 10,812
TWO HORSE STRAIGHT LOAD w/TACK COMPARTMENT	$ 4,599	$ 11,502
TWO HORSE STOCK w/TACK/DRESSING ROOM	$ 5,002	$ 12,510
TWO HORSE SLANT w/TACK/DRESSING ROOM	$ 5,427	$ 13,571
THREE HORSE SLANT w/TACK/DRESSING ROOM	$ 5,819	$ 14,553
GOOSENECK		
THREE HORSE SLANT w/TACK/DRESSING ROOM	$ 6,281	$ 15,707
FOUR HORSE SLANT w/TACK/DRESSING ROOM	$ 6,726	$ 16,822

BUMPER PULL STOCK TRAILER



GOOSENECK STOCK TRAILER





BUMPER PULL COMBO TRAILER



GOOSENECK COMBO TRAILER



BUMPER PULL TRAILER w/TACK



GOOSENECK w/TACK/DRESSING ROOM



GOOSENECK w/LIVING QUARTERS





GENERIC **MOPED'S & SCOOTERS**

GAS & ELECTRIC POWERED

UP TO 50cc----------	$	1,000
150cc----------	$	1,500
200cc----------	$	2,000
250cc----------	$	2,500



GENERIC **MINI TRUCKS AND CARS**

ALL----------	$	5,500









GENERIC

STREET LEGAL GOLF CARTS

AKA (LSV) Low Speed Vehicles

2 PERSON----------	$	8,500
4 PERSON----------	$	9,200



GENERIC

SMART CARS

HATCHBACK----------	$	16,007
CONVERTABLES----------	$	19,930





26

OFFICE OF THE CITY ATTORNEY

ORDER AUTHORIZING THE MAYOR TO EXECUTE FIRST AMENDMENT TO CONSULTANT AGREEMENT BETWEEN CITY OF JACKSON, MISSISSIPPI AND SYSTEMS CONSULTANTS ASSOCIATES, INC. TO PROVIDE BUDGET AND PERFORMANCE ASSISTANCE AND CONSULTATION IN THE DEVELOPMENT OF THE FISCAL YEAR 2026-2027 BUDGET AND IN THE IMPLEMENTATION OF CERTAIN KEY PERFORMANCE INDICATORS IN CITY

WHEREAS, Systems Consultants Associates, Inc. (Contractor or SCA) is a Mississippi Domestic Corporation incorporated on December 8, 1977, with its principal place of business at 1400 Fourth Avenue, Jackson, MS 39203; and

WHEREAS, the City of Jackson previously engaged the services of the Contractor in the development of its budget for the FY2025-2026 fiscal year and to work with key departments to develop, implement, and review a formal Key Performance Indicators (KPI) reporting process for designated departments; and

WHEREAS, the prior Agreement between the parties was executed by SCA on September 3, 2025 and by Mayor John A. Horhn on September 4, 2025, and was approved by a majority vote of the City Council at a regular meeting held on September 23, 2025.

WHEREAS, the First Amendment to the 2025 Agreement makes the following changes:

Scope of Services

The Scope of Services for the 2025 Agreement was for SCA to assist in the development of the budget for the FY2025-26 fiscal year and to work with departments to develop, implement and review a formal Key Performance Indicators (KPI) reporting process for designated departments. Key Performance Indicators (KPIs) are data related to the essential function of the department in conducting COJ business, timely, efficiently, and effectively. SCA commits to assign Michael Thomas as the lead for this project.

Pursuant to this First Amendment, SCA further agrees to provide equivalent budgeting services for the FY2026-27 fiscal year. SCA also agrees to provide services to implement the KPI it previously assisted with developing for the designated departments.

Scope of Work

The Scope of Work for the 2025 Agreement included SCA providing services as needed by COJ and in consultation with the Chief Financial Officer of the City to meet with departments, determine budget needs and available funding, and to assist in developing the City's budget for the 2025-26 fiscal year budget. SCA also agreed to be available during presentation to and approval by the City Council of the budget.

The Scope of Work also included working with COJ-designated staff to develop a formal KPI reporting process and assist in reviewing departments' presentations of their respective KPIs, as directed by the Mayor or his designee.

Agenda Item # 26
July 28, 2026
(Caldwell, Horhn)

Pursuant to this First Amendment, SCA further agrees to provide equivalent services for the 2026-27 fiscal year, with a focus on implementing KPI and a reporting process for KPI.

Term

The Term of the 2025 Agreement was for a period of twelve (12) months commencing on the date of Council ratification, which was September 23, 2025.

Pursuant to this First Amendment, the Term is extended until September 30, 2027, or when the "not to exceed" amount (as amended) is reached.

Compensation

Pursuant to the 2025 Agreement, SCA was to be compensated for work performed at a rate of 250.00/hour up to $2,000/per day. The total fees to be paid by COJ were not to exceed $50,000.00. SCA could also bill COJ for actual amounts incurred by SCA for out-of-pocket expenses (including transportation, lodging, meals, communications, supplies, copying, etc.), not to exceed Five Thousand Dollars ($5,000), and so long as the expenses were authorized in writing by COJ prior to incurring said expenses.

Pursuant to this First Amendment, the same terms will apply, except that the total compensation for services added in this First Amendment will not exceed $50,000.00. Likewise, actual out-of-pocket expenses preapproved in writing for services added will not exceed $5,000.00.

Other Provisions Adopted

With the exception of the changes expressly described by this First Amendment, all terms, conditions, and provisions of the 2025 Agreement are expressly re-adopted and continued through the term of the First Amendment, each as if expressly restated.

IT IS THEREFORE ORDERED that the Mayor is authorized to execute the First Amendment to the 2025 Consulting Agreement with Systems Consultants Associates, Inc., pursuant to the terms outlined in this Order..

Office of the City Attorney

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

OFFICE OF THE CITY ATTORNEY

OFFICE OF THE CITY ATTORNEY

This **ORDER AUTHORIZING THE MAYOR TO EXECUTE FIRST AMENDMENT TO CONSULTANT AGREEMENT BETWEEN CITY OF JACKSON, MISSISSIPPI AND SYSTEMS CONSULTANTS ASSOCIATES, INC. TO PROVIDE BUDGET AND PERFORMANCE ASSISTANCE AND CONSULTATION IN THE DEVELOPMENT OF THE FISCAL YEAR 2026-2027 BUDGET AND IN THE IMPLEMENTATION OF CERTAIN KEY PERFORMANCE INDICATORS IN CITY** is legally sufficient for placement in NOVUS Agenda.

Drew M. Martin, *City Attorney*

7/21/26
DATE

First Amendment to
Consultant Agreement Between
City of Jackson, Mississippi
And
Systems Consultants Associates, Inc.

THIS First Amendment to the Consultant Agreement between the City of Jackson, Mississippi ("COJ"), and Systems Consultants Associates, Inc. ("SCA") (First Amendment) is made and entered into as of the date indicated on the signature line below. This First Amendment amends the Agreement between the parties which executed by SCA on September 3, 2025 and by Mayor John A. Horhn on September 4, 2025, and which was approved by a majority vote of the City Council at a regular meeting held on September 23, 2025. An executed copy of the Agreement is attached to this First Amendment as Exhibit 1.

Scope of Services

The Scope of Services for the 2025 Agreement was for SCA to assist in the development of the budget for the FY2025-26 fiscal year and to work with departments to develop, implement and review a formal Key Performance Indicators (KPI) reporting process for designated departments. Key Performance Indicators (KPIs) are data related to the essential function of the department in conducting COJ business, timely, efficiently, and effectively. SCA commits to assign Michael Thomas as the lead for this project.

Pursuant to this First Amendment, SCA further agrees to provide equivalent budgeting services for the FY2026-27 fiscal year. SCA also agrees to provide services to implement the KPI it previously assisted with developing for the designated departments.

Scope of Work

The Scope of Work for the 2025 Agreement included SCA providing services as needed by COJ and in consultation with the Chief Financial Officer of the City to meet with departments, determine budget needs and available funding, and to assist in developing the City's budget for the 2025-26 fiscal year budget. SCA also agreed to be available during presentation to and approval by the City Council of the budget.

The Scope of Work also included working with COJ-designated staff to develop a formal KPI reporting process and assist in reviewing departments' presentations of their respective KPIs, as directed by the Mayor or his designee.

Pursuant to this First Amendment, SCA further agrees to provide equivalent services for the 2026-27 fiscal year, with a focus on implementing KPI and a reporting process for KPI.

Term

The Term of the 2025 Agreement was for a period of twelve (12) months commencing on the date of Council ratification, which was September 23, 2025.

Pursuant to this First Amendment, the Term is extended until September 30, 2027, or when the

"not to exceed" amount (as amended) is reached.

Compensation

Pursuant to the 2025 Agreement, SCA was to be compensated for work performed at a rate of 250.00/hour up to $2,000/per day. The total fees to be paid by COJ was not to exceed $50,000.00. SCA could also bill COJ for actual amounts incurred by SCA for out-of-pocket expenses (including transportation, lodging, meals, communications, supplies, copying, etc.), not to exceed Five Thousand Dollars ($5,000), and so long as the expenses were authorized in writing by COJ prior to incurring said expenses.

Pursuant to this First Amendment, the same terms will apply, except that that total compensation for services added in this First Amendment will not exceed $50,000.00. Likewise, actual out-of-pocket expenses preapproved in writing for services added will not exceed $5,000.00.

Other Provisions Adopted

With the exception of the changes expressly described by this First Amendment, all terms, conditions, and provisions of the 2025 Agreement are expressly re-adopted and continued through the term of the First Amendment, each as if expressly restated.

Signature of Consultant:
Michael Thomas, President
Systems Consultants Associates, Inc.

Date:

_____

Signature of City of Jackson, Mississippi

Date:

_____

Consultant Agreement Between
City of Jackson
And
Systems Consultants Associates, Inc.

THIS CONSULTING AGREEMENT (Agreement) is made and entered into as of the latest date of execution indicated by the signatures below, by and between Systems Consultants Associates, Inc. ("SCA" or "Consultant"), with its principal office located at 1400 Fourth Ave, P.O. Box 5197, Jackson, MS 39296-5197, and the City of Jackson, Mississippi ("COJ"), a municipal corporation.

Recitals

WHEREAS, COJ desires for SCA to provide the services described in the Scope of Services and Statement of Work and pursuant to the terms set forth in this Agreement; and

WHEREAS, SCA has the knowledge, expertise, and experience to perform the services for the price specified in this Agreement; and

WHEREAS, COJ and SCA desire to enter into this Agreement to set forth the terms and conditions with respect to the services to be provided by SCA and the compensation to be paid for such services.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed, COJ and SCA agree as follows:

Scope of Services

COJ retains the services of Systems Consultants Associates, Inc. ("SCA") to assist the COJ in the development of its budget for the FY2025-2026 fiscal year and to work with key departments to develop, implement and review a formal Key Performance Indicators (KPI) reporting process for designated departments. Key Performance Indicators (KPIs) are data related to the essential function of the department in conducting COJ business timely, efficiently, and effectively. SCA commits to assign Michael Thomas as the lead for this project.

Scope of Work

SCA agrees to utilize its knowledge, expertise, and experience to provide services needed by COJ in developing its 2025-2026 fiscal year budget. SCA will work with the COJ's CFO and meet with appropriate departments to advise the City concerning budget needs within available funding. SCA will also be available during presentations to and approval by the City Council of any action items or advice relating to this work.

SCA will work with COJ designated staff to develop a formal KPI reporting process and assist in reviewing departments' presentations of their respective KPIs, as directed by the Mayor or his designee.

Term

The term of this Agreement shall be for a period of twelve (12) months commencing on the latest date of execution indicated by the signatures below, and ending twelve months from that date.

EXHIBIT 1

Compensation

- SCA will be compensated for work performed pursuant to this Agreement at a rate of $250.00/hour, capped at a maximum charge of $2,000/per day. COJ will be invoiced on a monthly basis for services provided.
- The total compensation provided for services pursuant to this Agreement will not exceed $50,000.00 without a separate written agreement indicating the approval of the governing authorities.
- SCA will also invoice CoJ for actual out-of-pocket expenses incurred by SCA, including transportation, lodging, meals, communications, supplies, copying, and other costs, not to exceed Five Thousand Dollars ($5,000). Travel expenses must be approved in writing by COJ before they are incurred.
- The City of Jackson requires all recipients of public funds to submit invoices electronically throughout the term of any Agreement.
- Payment of invoices will be due forty-five (45) days from the date of the invoice.
- Invoices shall include the invoice date, a clear description of the services, the hourly rate of the provider, the amount of time expended, the price for each service, and the total amount due to process payment after receipt of the invoice and receipt, inspection, and approval of the goods and services.

Termination for Convenience.
The parties reserve the right to terminate this Agreement, in whole or in part, at any time and for any reason, without cause or penalty, upon thirty (30) days' written notice to the other party. In the event of such termination, the City shall be liable only for payment for goods or services rendered and accepted before the effective date of termination.

Termination for Cause.
The City of Jackson may terminate this Agreement if the Consultant:

(1) Breaches any of the material terms and fails to cure such breach within 30 days after receipt of written notice of such breach, or, if the breach cannot be reasonably cured within said period, to promptly commence to cure and diligently proceed until cured; or

(2) Becomes insolvent, (ii) makes an assignment for the benefit of creditors, (iii) files or has filed against it a petition in bankruptcy or seeking reorganizations, (iv) has a receiver appointed, or (v) institutes any proceedings for the liquidation or winding up; provided, however, that, in the case any of the foregoing is involuntary and shall only be in breach if such petition or proceeding has not been dismissed within 90 days.

(3) Should any of the Consultant's representations made hereunder prove to be incorrect or misleading then the City may serve written notice upon the Consultant terminating this Agreement at a specified date, and this Agreement shall terminate on such date.

The termination of the agreement for cause does not preclude or prohibit the City of Jackson from exercising any other remedy available to it at law or in equity. Rescission or termination of the agreement is cumulative of other remedies available to the City of Jackson.

No Binding Arbitration.
The City does not agree to submit to binding arbitration under any circumstances. Any dispute arising under or relating to this Agreement shall be resolved exclusively in a court of competent jurisdiction

located within the State of Mississippi, and nothing herein shall be construed as a waiver of the City's sovereign immunity or other legal defenses.

Venue.

Any provision that purports to set venue outside of the State of Mississippi is deleted. Venue shall be proper in Hinds County, Mississippi. U.S. Const. Amend XI; Miss. Code Ann. § 11-11-3; Miss. Code Ann. § 11-45-1; City of Jackson v. Wallace, 196 So. 223 (1940); Miss. AG Op., Clark (June 2, 2002); Miss. AG Op., Nowak (November 19, 2005).

Notice

Any notice required or permitted under this Agreement shall be in writing, shall reference this Agreement and will be deemed given after the date of mailing if sent by certified or registered mail. All communications shall be sent to the contact information set forth below or to such other contact information as may be designated by a Party by giving written notice to the other Party pursuant to this provision:

If to the City of Jackson:

Office of the City Attorney
455 E. Capitol Street
Jackson, MS 39201
Attn: City Attorney
601.960.1799

AND

Office of the Municipal Clerk
219 South President Street
Jackson, MS 39201
Attn: Municipal Clerk
601.960.1035

If to the Consultant:

Michael Thomas
President
Systems Consultants Associates, Inc.
253 Old Jackson Road
Madison, MS 39110

Governing Law.

This Agreement shall be interpreted, construed, and enforced in accordance with the laws of the State of Mississippi.

Nondiscrimination.

The Parties agree to comply with all applicable state and federal laws, rules, and regulations governing equal employment opportunity, immigration, E-Verify, and nondiscrimination.

fees, or penalty, and any unused deposits or amounts paid shall be refunded, for any one or more of the above reasons, by written notice to the other party.

Limitation of Rights.
Nothing in this Agreement shall be construed as a waiver or limitation of the City's right to pursue any and all causes of action, claims, or remedies it may have against the Consultant arising out of or relating to any breach of contract, negligence, misconduct, or other wrongful act or omission by the Consultant. All such rights and remedies are expressly reserved and preserved to the fullest extent permitted by law.

Availability of Funds.
This Agreement is executory only to the extent of the monies appropriated and available to support the purposes of this Agreement. In the event that the City, in its sole discretion, determines that sufficient appropriations and/or operating funds are not available to continue this Management Agreement, the City may terminate this Agreement, and such early termination shall be without penalty to the City. Following such termination, the City shall have the right to resume management of the Premises under the terms of this Agreement at such time as the City shall first restore appropriated funds to reasonable levels.

Section 18. Compliance with Anti-Discrimination Laws.
In the performance of work under this Contract, Consultant shall not discriminate in any way against any employee or applicant for employment on the basis of a person's sex, race, age, religion, national origin, ancestry, creed, pregnancy, marital or parental status, sexual orientation, disability, or socio-economic status. This prohibition includes but is not limited to employment; promotions, demotions, and transfers; recruitment; advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeships. Consultant is required to include a similar provision in all subcontracts to this Contract. If the City determines the Consultant has violated this non-discrimination policy, the City may terminate this Contract without liability for undelivered services or materials. The City may also deem the Consultant ineligible to participate in future contracts with the City. This requirement does not modify, limit, or supersede the employer's obligations under the Vietnam Era Veterans' Readjustment Assistance Act (VEVRAA), the Americans with Disabilities Act (ADA), Section 503 of the Rehabilitation Act of 1973, or other applicable federal, state, or local laws concerning veterans' preference or disability or veteran status-based non-discrimination and affirmative action requirements.

DEI Certification.
The Consultant certifies that it does not operate any programs promoting Diversity, Equity, and Inclusion that violate any applicable Federal anti-discrimination laws, and that its compliance in all respects with all applicable Federal anti-discrimination laws is material to the City's decision to pay the Consultant.

Status.
Consultant is an independent contractor. This Agreement does not create any employment relationship. Consultant is an independent business entity and has absolute control over the actual performance and results of its work. Consultant is not relying on the City, except to the extent the City is obligated hereunder. Consultant acknowledges that neither Consultant nor **Consultant's employees shall be** considered under the provisions of this Agreement, or otherwise, as having any employee status with the City for any reason, including but not limited to, withholding taxes, social security and employment

contributions, payroll taxes, workman's compensation insurance, or as being entitled to participate in any plans, arrangements or distributions by the City pertaining to or in connection with any pension, stock, profit sharing, life insurance or similar or other arrangement.

Publicity.
Consultant shall not issue any press release or make any statement to the media with respect to this Agreement or the services provided hereunder without the prior written consent of the City of Jackson.

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 governing authorities.

Section 26. Non-Assignment and Subcontracting.
The City of Jackson will not be independently obligated or liable under this Agreement to any party other than the Consultant named herein. Said consultant understands and agrees that it shall not assign, transfer, delegate or subcontract with respect to any of its rights, benefits, obligations, interests or duties under this Agreement without the prior written consent of the Office of the City Attorney

Section 27. Severability.
It is understood and agreed by the parties hereto that if any part, term or provision of this Agreement is by the courts or other judicial body held to be illegal or in conflict with any law of the State of Mississippi or Ordinance of the City of Jackson, the validity of the remaining portions or provisions shall not be affected. The obligations of the parties shall be construed in full force as if the Agreement did not contain that particular part, term, or provision held to be invalid.

Section 28. Authority to Bind.
Each Party hereby represents and warrants that the Party signing below has full right, power, and authority to enter into this Agreement and bind such Party accordingly.

Signature:

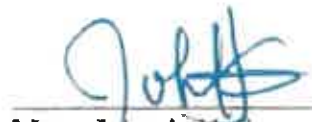


Date:

03 September 2025

Michael Thomas, President
Systems Consultants Associates, Inc.

Signature:



Date:

9/4/25

Mayor John A. Horhn,
City of Jackson, Mississippi

ORDER AUTHORIZING THE MAYOR TO APPROVE A PROFESSIONAL SERVICE WITH SYSTEMS CONSULTANTS ASSOCIATES, INC., A HIRED CONSULTANT, TO PROVIDE TECHNICAL AND REVIEW IN THE DEVELOPMENT OF THE FISCAL YEAR 2025-2026 BUDGET

WHEREAS, Systems Consultants Associates, Inc. (Contractor) is a Mississippi Domestic Corporation incorporated on December 8, 1977, with its principal place of business at 1400 Fourth Avenue, Jackson, MS 39203; and

WHEREAS, the City of Jackson has elected to engage the services of the Contractor in the development of its budget for the FY2025-2026 fiscal year and to work with key departments to develop, implement, and review a formal Key Performance Indicators (KPI) reporting process for designated departments; and

WHEREAS, this is a contract for services and thus governed by the City of Jackson Personal and Professional Services Procurement Policy (the Policy); and

WHEREAS, the term of the contract between the City and Contractor will be for one year from the date of signing, in an amount not to exceed $50,000.00 for the entirety of the contract; and

WHEREAS, the Policy requires that purchases that exceed $5,000.00 but are less than $75,000.00 must have at least two quotes, or otherwise fall under a sole-source or best-interest exception; and

WHEREAS, the City has determined that it is in the best interest of the City to forego competitive bidding and award a one-year contract to the Contractor pursuant to 3.4 of the Personal and Professional Services Manual; and

WHEREAS, exceptions must be approved in writing by the Department Director, the City Attorney, the Chief Financial Officer, the Chief Administration Officer, and the Mayor in writing, which is attached hereto as Exhibit A; and

WHEREAS, the terms of the contract are as follows:

Section 1. Recitals

A. COJ desires for SCA to provide the services described in the Scope of Services and Statement of Work and pursuant to the terms set forth in this Agreement.

B. SCA has the knowledge, expertise, and experience to perform the services for the price specified in this Agreement.

C. COJ and SCA desire to enter into this Agreement to set forth the terms and conditions with respect to the services to be provided by SCA and the compensation to be paid for such services.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable

consideration, the receipt and sufficiency of which are hereby acknowledged and confessed, COJ and SCA agree as follows:

Section 2. Scope of Services

COJ retains the services of Systems Consultants Associates, Inc. to assist the COJ in the development of its budget for the FY2025-2026 fiscal year and to work with key departments to develop, implement and review a formal Key Performance Indicators (KPI) reporting process for designated departments. Key Performance Indicators (KPIs) are data related to the essential function of the department in conducting COJ business, timely, efficiently, and effectively. SCA commits to assign Michael Thomas as the lead for this project.

Section 3. Scope of Work

A. SCA agrees to utilize its knowledge, expertise, and experience to provide services needed by COJ in developing its 2025-2026 fiscal year budget. SCA will work with the COJ's CFO in meeting with departments and determining budget needs within available funding. SCA will also be available during presentation to and approval by the City Council.

B. SCA will work with COJ designated staff to develop a formal KPI reporting process and assist in reviewing departments' presentations of their respective KPIs.

Section 4. Term

The term of this Agreement shall be for a period of twelve (12) months commencing on the date of Council ratification.

Section 5. Compensation

A. SCA will be compensated for work performed pursuant to this Agreement at a rate of $250.00/hour or $2,000/per day. COJ will be invoiced on a monthly basis for services provided.

B. Payment of invoices will be due forty-five (45) days from the date of the invoice. SCA will not exceed Fifty Thousand Dollars ($50,000) in fees for services without separate written agreement of the parties. COJ will also be billed for actual amounts incurred by SCA for out-of-pocket expenses (including transportation, lodging, meals, communications, supplies, copying, etc.), not to exceed Five Thousand Dollars ($5,000). Travel expenses must be authorized in writing by COJ prior to incurring said expenses.

Section 6. Termination for Convenience.

The parties reserve the right to terminate this Agreement, in whole or in part, at any time and for any reason, without cause or penalty, upon thirty (30) days' written notice to the other party. In the event of such termination, the City shall be liable only for payment for goods or services rendered and accepted before the effective date of termination.

Section 7. Termination for Cause.

A. If The Consultant:

(1) Shall violate any substantial provision of this Agreement; or

(2) If any material adverse change shall take place in the financial condition of The Consultant which would impair the Consultant's ability to perform its obligations hereunder; or

(3) Should any of the Consultant's representations made hereunder prove to be incorrect or misleading (each an "Event of Default"); then the City may serve written notice upon the Consultant terminating this Agreement at a specified date, and this Agreement shall terminate on such date.

B. The Notice must provide reasonable instructions to the Consultant concerning actions to be taken in order to effect the rescission or termination of the contract, and the Consultant agrees to abide by the reasonable instructions. The termination of the agreement based on default does not preclude or prohibit the City of Jackson from exercising any other remedy available to it at law or in equity. Rescission or termination of the agreement is cumulative of other remedies available to the City of Jackson.

Section 8. No Binding Arbitration. The City does not agree to submit to binding arbitration under any circumstances. Any dispute arising under or relating to this Agreement shall be resolved exclusively in a court of competent jurisdiction located within the State of Mississippi, and nothing herein shall be construed as a waiver of the City's sovereign immunity or other legal defenses.

Section 9. Venue. Any provision that purports to set venue outside of the State of Mississippi is deleted. Venue shall be proper in Hinds County, Mississippi. U.S. Const. Amend XI; Miss. Code Ann. § 11-11-3; Miss. Code Ann. § 11-45-1; City of Jackson v. Wallace, 196 So. 223 (1940); Miss. AG Op., Clark (June 2, 2002); Miss. AG Op., Nowak (November 19, 2005).

Section 10. Notice

Effective Notice is deemed to be served on the date postmarked or emailed. Furthermore, notice shall be directed to:

If to the City of Jackson:

Office of the City Attorney
455 E. Capitol Street
Jackson, MS 39201
Attn: City Attorney
601.960.1799

AND

Office of the Municipal Clerk
219 South President Street
Jackson, MS 39201
Attn: Municipal Clerk
601.960.1035

If to the Consultant:

Michael Thomas

President
Systems Consultants Associates, Inc.
253 Old Jackson Road
Madison, MS 39110

Section 11. The terms of this agreement are modified in compliance with Mississippi law.

C. **Governing Law**. This Agreement shall be interpreted, construed, and enforced in accordance with the laws of the State of Mississippi.

D. **Nondiscrimination**. The Parties agree to comply with all applicable state and federal laws, rules, and regulations governing equal employment opportunity, immigration, e-verify, and nondiscrimination.

E. **Conflict of Interest**. This Agreement is subject to Section 25-4-101 of the Mississippi Code Annotated, as amended. This Agreement may be cancelled if any person significantly involved in the initiating, negotiating, securing, drafting, or creating of the Agreement on behalf of the COJ is an employee, consultant, or agent of any other party to this agreement. Should this Agreement violate a Mississippi Conflict of Interest law, the Agreement may be declared void.

Section 12. Records

F. The Parties must retain all records directly relating to this Agreement during the Agreement's term and for a minimum of an additional three (3) years.

G. Such records will be available at reasonable times for inspection and audit by City of Jackson or the State of Mississippi during the term of this agreement and for three (3) years thereafter. A copy of these records shall be provided at City of Jackson, Mississippi, upon request.

Section 13. E-Verify.

H. The Parties represent and warrant that each will ensure its compliance with the Mississippi Employment Protection and will register and participate in the status verification system for all newly hired employees.

I. The term "employee" as used herein means any person who is hired to perform work within the State of Mississippi.

J. 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.

K. The Parties agree to maintain records of such compliance and, upon request of the State of Mississippi, to provide a copy of each such verification to the State of Mississippi. The Parties further represent and warrant that any of its employees assigned by such Party to perform services hereunder meets the employment eligibility requirements of all immigration laws of the State of Mississippi.

L. The Parties understand and agree that any breach of these warranties may subject the Parties 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 off such cancellation/termination being made public; or

(2) The loss of any license, permit, certificate or other document granted to such Party by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year; or

(3) Both.

Section 14. Force Majeure.

M. The Parties are excused from any failure or delay in performance of responsibilities otherwise imposed by this Agreement for any cause beyond its control, including but not limited to acts of God, fire, flood, natural disaster, war or threat of war, acts or threats of terrorism, civil disorder, unauthorized strikes, computer viruses, incompatible or defective equipment, software or services not supplied or controlled directly by either party, governmental regulation or advisory, recognized health threats (i.e., disease outbreaks, epidemics or pandemics) as determined by the World Health Organization, the Centers for Disease Control, local government authority or health agencies, curtailment of transportation facilities, or other similar occurrence beyond the control of the parties, where any of those factors, circumstances, situations or conditions or similar ones prevent, dissuade, or unreasonably delay performance of this Agreement, rendering performance of this Agreement by a party illegal, impossible, inadvisable, or commercially impracticable.

N. The Agreement may be cancelled by either party, without liability, damages, fees, or penalty, and any unused deposits or amounts paid shall be refunded, for any one or more of the above reasons, by written notice to the other party.

Section 15. Limitation of Rights.

Nothing in this Agreement shall be construed as a waiver or limitation of the City's right to pursue any and all causes of action, claims, or remedies it may have against the Consultant arising out of or relating to any breach of contract, negligence, misconduct, or other wrongful act or omission by the Consultant. All such rights and remedies are expressly reserved and preserved to the fullest extent

permitted by law.

Section 16. Availability of Funds.
This Agreement is executory only to the extent of the monies appropriated and available to support the purposes of this Agreement. In the event that the City, in its sole discretion, determines that sufficient appropriations and/or operating funds are not available to continue this Management Agreement, the City may terminate this Agreement, and such early termination shall be without penalty to the City. Following such termination, the City shall have the right to resume management of the Premises under the terms of this Agreement at such time as the City shall first restore appropriated funds to reasonable levels.

Section 17. Compliance with Anti-Discrimination Laws.
In the performance of work under this Contract, Consultant shall not discriminate in any way against any employee or applicant for employment on the basis of a person's sex, race, age, religion, national origin, ancestry, creed, pregnancy, marital or parental status, sexual orientation, disability, or socio-economic status. This prohibition includes but is not limited to employment; promotions, demotions, and transfers; recruitment; advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeships. Consultant is required to include a similat provision in all subcontracts to this Contract. If the City determines the Consultant has violated this non-discrimination policy, the City may terminate this Contract without liability for undelivered services or materials. The City may also deem the Consultant ineligible to participate in future contracts with the City. This requirement does not modify, limit, or supersede the employer's obligations under the Vietnam Era Veterans' Readjustment Assistance Act (VEVRAA), the Americans with Disabilities Act (ADA), Section 503 of the Rehabilitation Act of 1973, or other applicable federal, state, or local laws concerning veterans' preference or disability or veteran status-based non-discrimination and affirmative action requirements.

Section 18. DEI Certification.
The Consultant certifies that it does not operate any programs promoting Diversity, Equity, and Inclusion that violate any applicable Federal anti-discrimination laws, and that its compliance in all respects with all applicable Federal anti-discrimination laws is material to the City's decision to pay the Consultant.

Section 19. Publicity.
Contractor shall not issue any press release or make any statement to the media with respect to this Agreement or the services provided hereunder without the prior written consent of the City of Jackson.

Section 20. Governing Law.
This Agreement shall be construed in accordance with and governed by the laws of the State of Mississippi.

Section 21. 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.

Section 22. Severability.
It is understood and agreed by the parties hereto that if any part, term or provision of this Agreement is by the courts or other judicial body held to be illegal or in conflict with any law of the State of Mississippi or Ordinance of the City of Jackson, the validity of the remaining portions or provisions shall not be affected and the obligations of the parties shall be construed in full force as if the Agreement did not contain that particular part, term, or provision held to be invalid.

IT IS THEREFORE ORDERED that the Council approves the exception to the City's Procurement Policy in this instance.

IT IS FURTHER ORDERED that the Mayor is authorized to enter into a contract with Systems Consultants Associates, Inc. for a period of one year, and payment as set forth in the Order is approved.

IT IS FURTHER ORDERED, that the governing authority for the City of Jackson rejects any and all conditions that conflict with the laws of the State of 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

This ORDER AUTHORIZING THE MAYOR TO APPROVE A PROFESSIONAL SERVICE WITH SYSTEMS CONSULTANTS ASSOCIATES, INC., A HIRED CONSULTANT, TO PROVIDE TECHNICAL AND REVIEW IN THE DEVELOPMENT OF THE FISCAL YEAR 2025-2026 BUDGET

8/30/25

Drew Martin, *City Attorney* DM
Sondra Moncure, *Special Assistant* _____
Megan Bennett, *Deputy City Attorney* ____

Date

Consultant Agreement Between
City of Jackson
And
Systems Consultants Associates, Inc.

THIS CONSULTING AGREEMENT (Agreement) is made and entered into as of the 7th day of July, 2025, by and between Systems Consultants Associates, Inc. (SCA) and the City of Jackson, Mississippi (COJ).

Section 1. Recitals

A. COJ desires for SCA to provide the services described in the Scope of Services and Statement of Work and pursuant to the terms set forth in this Agreement.
B. SCA has the knowledge, expertise, and experience to perform the services for the price specified in this Agreement.
C. COJ and SCA desire to enter into this Agreement to set forth the terms and conditions with respect to the services to be provided by SCA and the compensation to be paid for such services.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed, COJ and SCA agree as follows:

Section 2. Scope of Services

COJ retains the services of Systems Consultants Associates, Inc. to assist the COJ in the development of its budget for the FY2025-2026 fiscal year and to work with key departments to develop, implement and review a formal Key Performance Indicators (KPI) reporting process for designated departments. Key Performance Indicators (KPIs) are data related to the essential function of the department in conducting COJ business, timely, efficiently, and effectively. SCA commits to assign Michael Thomas as the lead for this project.

Section 3. Scope of Work

A. SCA agrees to utilize its knowledge, expertise, and experience to provide services needed by COJ in developing its 2025-2026 fiscal year budget. SCA will work with the COJ's CFO in meeting with departments and determining budget needs within available funding. SCA will also be available during presentation to and approval by the City Council.
B. SCA will work with COJ designated staff to develop a formal KPI reporting process and assist in reviewing departments' presentations of their respective KPIs.

Section 4. Term

The term of this Agreement shall be for a period of twelve (12) months commencing on the date of Council ratification.

Section 5. Compensation

A. SCA will be compensated for work performed pursuant to this Agreement at a rate of $250.00/hour or $2,000/per day. COJ will be invoiced on a monthly basis for services provided.

B. Payment of invoices will be due forty-five (45) days from the date of the invoice. SCA will not exceed Fifty Thousand Dollars ($50,000) in fees for services without separate written agreement of the parties. COJ will also be billed for actual amounts incurred by SCA for out-of-pocket expenses (including transportation, lodging, meals, communications, supplies, copying, etc.), not to exceed Five Thousand Dollars ($5,000). Travel expenses must be authorized in writing by COJ prior to incurring said expenses.

Section 6. Termination for Convenience.

The parties reserve the right to terminate this Agreement, in whole or in part, at any time and for any reason, without cause or penalty, upon thirty (30) days' written notice to the other party. In the event of such termination, the City shall be liable only for payment for goods or services rendered and accepted before the effective date of termination.

Section 7. Termination for Cause.

A. If The Consultant:

(1) Shall violate any substantial provision of this Agreement; or

(2) If any material adverse change shall take place in the financial condition of The Consultant which would impair the Consultant's ability to perform its obligations hereunder; or

(3) Should any of the Consultant's representations made hereunder prove to be incorrect or misleading (each an "Event of Default"); then the City may serve written notice upon the Consultant terminating this Agreement at a specified date, and this Agreement shall terminate on such date.

B. The Notice must provide reasonable instructions to the Consultant concerning actions to be taken in order to effect the rescission or termination of the contract, and the Consultant agrees to abide by the reasonable instructions. The termination of the agreement based on default does not preclude or prohibit the City of Jackson from exercising any other remedy available to it at law or in equity. Rescission or termination of the agreement is cumulative of other remedies available to the City of Jackson.

Section 8. No Binding Arbitration. The City does not agree to submit to binding arbitration under any circumstances. Any dispute arising under or relating to this Agreement shall be resolved exclusively in a court of competent jurisdiction located within the State of Mississippi, and nothing herein shall be construed as a waiver of the City's sovereign immunity or other legal defenses.

Section 9. Venue. Any provision that purports to set venue outside of the State of Mississippi is deleted. Venue shall be proper in Hinds County, Mississippi. U.S. Const. Amend XI; Miss. Code Ann. § 11-11-3; Miss. Code Ann. § 11-45-1; City of Jackson v. Wallace, 196 So. 223 (1940); Miss. AG Op., Clark (June 2, 2002); Miss. AG Op., Nowak (November 19, 2005).

Section 10. Notice

Effective Notice is deemed to be served on the date postmarked or emailed. Furthermore, notice shall be directed to:

If to the City of Jackson:

Office of the City Attorney
455 E. Capitol Street
Jackson, MS 39201
Attn: City Attorney
601.960.1799

AND

Office of the Municipal Clerk
219 South President Street
Jackson, MS 39201
Attn: Municipal Clerk
601.960.1035

If to the Consultant:

Michael Thomas
President
Systems Consultants Associates, Inc.
253 Old Jackson Road
Madison, MS 39110

Section 11. The terms of this agreement are modified in compliance with Mississippi law.

C. **Governing Law**. This Agreement shall be interpreted, construed, and enforced in accordance with the laws of the State of Mississippi.

D. **Nondiscrimination**. The Parties agree to comply with all applicable state and federal laws, rules, and regulations governing equal employment opportunity, immigration, e-verify, and nondiscrimination.

E. **Conflict of Interest**. This Agreement is subject to Section 25-4-101 of the Mississippi Code Annotated, as amended. This Agreement may be cancelled if any person significantly involved in the initiating, negotiating, securing, drafting, or creating of the Agreement on behalf of the COJ is an employee, consultant, or agent of any other party to this agreement. Should this Agreement violate a Mississippi Conflict of Interest law, the Agreement may be declared void.

Section 12. Records

F. The Parties must retain all records directly relating to this Agreement during the Agreement's term and for a minimum of an additional three (3) years.

G. Such records will be available at reasonable times for inspection and audit by City of Jackson or the State of Mississippi during the term of this agreement and for three (3) years thereafter. A copy of these records shall be provided at City of Jackson, Mississippi, upon request.

Section 13. E-Verify.

H. The Parties represent and warrant that each will ensure its compliance with the Mississippi Employment Protection and will register and participate in the status verification system for all newly hired employees.

I. The term "employee" as used herein means any person who is hired to perform work within the State of Mississippi.

J. 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.

K. The Parties agree to maintain records of such compliance and, upon request of the State of Mississippi, to provide a copy of each such verification to the State of Mississippi. The Parties further represent and warrant that any of its employees assigned by such Party to perform services hereunder meets the employment eligibility requirements of all immigration laws of the State of Mississippi.

L. The Parties understand and agree that any breach of these warranties may subject the Parties 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 off such cancellation/termination being made public; or

(2) The loss of any license, permit, certificate or other document granted to such Party by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year; or

(3) Both.

Section 14. Force Majeure.

M. The Parties are excused from any failure or delay in performance of responsibilities otherwise imposed by this Agreement for any cause beyond its control, including but not limited to acts of God, fire, flood, natural disaster, war or threat of war, acts or threats of terrorism, civil disorder, unauthorized strikes, computer viruses, incompatible or defective equipment, software or services not supplied or controlled directly by either party, governmental regulation or advisory, recognized health threats (i.e., disease outbreaks, epidemics or pandemics) as determined by the World Health Organization, the Centers for Disease Control, local government authority or health agencies, curtailment of transportation facilities, or other similar occurrence beyond the control of the parties, where any of those factors, circumstances, situations or conditions or similar ones prevent, dissuade, or unreasonably delay performance of this Agreement, rendering performance of this Agreement by a party illegal, impossible, inadvisable, or commercially impracticable.

N. The Agreement may be cancelled by either party, without liability, damages, fees, or penalty, and any unused deposits or amounts paid shall be refunded, for any one or more of the above reasons, by written notice to the other party.

Section 15. Limitation of Rights.

Nothing in this Agreement shall be construed as a waiver or limitation of the City's right to pursue any and all causes of action, claims, or remedies it may have against the Consultant arising out of or relating to any breach of contract, negligence, misconduct, or other wrongful act or omission by the

Consultant. All such rights and remedies are expressly reserved and preserved to the fullest extent permitted by law.

Section 16. Availability of Funds.
This Agreement is executory only to the extent of the monies appropriated and available to support the purposes of this Agreement. In the event that the City, in its sole discretion, determines that sufficient appropriations and/or operating funds are not available to continue this Management Agreement, the City may terminate this Agreement, and such early termination shall be without penalty to the City. Following such termination, the City shall have the right to resume management of the Premises under the terms of this Agreement at such time as the City shall first restore appropriated funds to reasonable levels.

Section 17. Compliance with Anti-Discrimination Laws.
In the performance of work under this Contract, Consultant shall not discriminate in any way against any employee or applicant for employment on the basis of a person's sex, race, age, religion, national origin, ancestry, creed, pregnancy, marital or parental status, sexual orientation, disability, or socio-economic status. This prohibition includes but is not limited to employment; promotions, demotions, and transfers; recruitment; advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeships. Consultant is required to include a similar provision in all subcontracts to this Contract. If the City determines the Consultant has violated this non-discrimination policy, the City may terminate this Contract without liability for undelivered services or materials. The City may also deem the Consultant ineligible to participate in future contracts with the City. This requirement does not modify, limit, or supersede the employer's obligations under the Vietnam Era Veterans' Readjustment Assistance Act (VEVRAA), the Americans with Disabilities Act (ADA), Section 503 of the Rehabilitation Act of 1973, or other applicable federal, state, or local laws concerning veterans' preference or disability or veteran status-based non-discrimination and affirmative action requirements.

Section 18. DEI Certification.
The Consultant certifies that it does not operate any programs promoting Diversity, Equity, and Inclusion that violate any applicable Federal anti-discrimination laws, and that its compliance in all respects with all applicable Federal anti-discrimination laws is material to the City's decision to pay the Consultant.

Section 19. Publicity.
Contractor shall not issue any press release or make any statement to the media with respect to this Agreement or the services provided hereunder without the prior written consent of the City of Jackson.

Section 20. Governing Law.
This Agreement shall be construed in accordance with and governed by the laws of the State of Mississippi.

Section 21. 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.

Section 22. Severability.
It is understood and agreed by the parties hereto that if any part, term or provision of this Agreement is by the courts or other judicial body held to be illegal or in conflict with any law of the State of Mississippi or Ordinance of the City of Jackson, the validity of the remaining portions or provisions shall not be affected and the obligations of the parties shall be construed in full force as if the Agreement did not contain that particular part, term, or provision held to be invalid.

Signature of Consultant: Michael Thomas, President Systems Consultants Associates, Inc.	Date:
Signature: City of Jackson, Mississippi	Date:

THE CITY OF
JACKSON
MISSISSIPPI

MEMORANDUM

TO: Mayor John Horhn

FROM: Department of Finance and Administration

DATE: August 27, 2025

RE: ORDER AUTHORIZING THE MAYOR TO APPROVE A PROFESSIONAL SERVICE WITH SYSTEMS CONSULTANTS ASSOCIATES, INC., A HIRED CONSULTANT, TO PROVIDE TECHNICAL AND REVIEW IN THE DEVELOPMENT OF THE FISCAL YEAR 2025-2026 BUDGET

The attached agenda item is an order authorizing the mayor to approve a professional service agreement with Systems Consultants Associates, Inc., a hired consultant, to provide technical and review services in the development of the fiscal year 2025-2026 budget.

Should you have any questions or need additional information, please let me know.

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

	POINTS	COMMENTS
1.	**Brief Description/Purpose**	**ORDER AUTHORIZING THE MAYOR TO APPROVE A PROFESSIONAL SERVICE WITH SYSTEMS CONSULTANTS ASSOCIATES, INC., A HIRED CONSULTANT, TO PROVIDE TECHNICAL AND REVIEW IN THE DEVELOPMENT OF THE FISCAL YEAR 2025-2026 BUDGET**
2.	**Purpose**	To assist with the development of the Fiscal Year 25-26 Budget
3.	**Who will be affected**	City-Wide
4.	**Benefits**	
5.	**Schedule (beginning date)**	Upon approval by Council
6.	**Location:** ▪ **WARD** ▪ **CITYWIDE (yes or no) (area)** ▪ **Project limits if applicable**	CITYWIDE
7.	**Action implemented by:** ▪ **City Department** ☐ ▪ **Consultant** ■	
8.	**COST**	SCA will be compensated for work performed pursuant to this Agreement at a rate of $250.00/hour or $2,000/per day. COJ will be invoiced on a monthly basis for services provided. SCA will not exceed Fifty Thousand Dollars ($50,000).
9.	**Source of Funding** ▪ **General Fund** ☐ ▪ **Grant** ☐ ▪ **Bond** ☐ ▪ **Other** ☐	
10.	**EBO participation**	ABE _____ % WAIVER yes ___ no ___ N/A ___ AABE _____% WAIVER yes ___ no ___ N/A ____

		WBE	____%	WAIVER	yes ___
		no ___	N/A ___		
		HBE	____%	WAIVER	yes ___
		no ___	N/A ___		
		NABE	%	WAIVER	yes ___
		no ___	N/A ___		

27

ORDER AUTHORIZING THE PROCUREMENT OF WORKER'S COMPENSATION COVERAGE WITH CAROLINA CASUALTY INSURANCE COMPANIES OBTAINED THROUGH THE EVANS AGENCY FOR THE PERIOD AUGUST 1, 2026 THROUGH AUGUST 1, 2027

OFFICE OF THE CITY ATTORNEY

WHEREAS, the City of Jackson is statutorily required to have Worker's Compensation Insurance coverage for all employees; and

WHEREAS, the Evans Agency has been servicing the City of Jackson's worker's compensation coverage since 2017; and

WHEREAS, the Risk Management Division received a proposal for the renewal of the coverage from The Evans Agency on behalf of Carolina Casualty Insurance companies to provide specific workers' compensation coverage for employees of the city of Jackson during the period August 1, 2026 to August 1, 2027, with a deposit premium of $479,920.00; and

WHEREAS, the total annual premium for August 1, 2026 to August 2027 period will be $2,398,320.00 including the initial deposit premium; and

WHEREAS, the policy will cover workers' compensation claims involving all employees for the City of Jackson; and

WHEREAS, the policy is a commercial "first dollar" policy wherein all costs, expenses, wages and fees will be paid by Carolina Casualty Insurance Companies. Therefore, no additional fees and/or SIR amounts will be paid by the City of Jackson or to Carolina Casualty Insurance Companies other than the premium installments; and

WHEREAS, the City of Jackson will pay an initial down payment of $479,920.00; and

WHEREAS, the remaining premium of $1,918,400.00 will be paid in nine monthly installments in the amount of $213,156.00;

WHEREAS, the best interest of the City of Jackson would be served by authorizing the renewal of the workers compensation coverage proposed by The Evans Agency and the carrier Carolina Casualty based on the premium reduction;

IT IS HEREBY ORDERED that the renewal proposal of The Evans Agency and Carolina Casualty Insurance Companies to provide specific workers' compensation coverage for employees of the City of Jackson during the period of August 1, 2026 to August 1, 2027 be accepted;

IT IS HEREBY ORDERED that an initial premium payment of $479,920.00 may be paid;

IT IS HEREBY ORDERED that the remaining premium of $1,918,400.00 may be paid in monthly installments based on monthly payroll;

IT IS HEREBY ORDERED that coverage with Carolina Casualty Insurance company may be renewed annually provided the premiums are the same or lower if mutually agreeable to both parties.

Agenda Item # 27
July 28, 2026
(T.Martin, Horhn)

IT IS FURTHER ORDERED that the Mayor or his designee be authorized to execute the necessary documents to bind the proposed insurance coverage.

HORHN, MARTIN



MEMO

TO: **John Horhn, Mayor**
City of Jackson

DATE: **July 15, 2026**

RE: **Procurement of Worker's Compensation Insurance**

Attached, you will find the Evans Agency proposal of insurance services for City of Jackson first dollar Worker's Compensation Coverage with Carolina Casualty Insurance for the period August 1, 2026 to August 1, 2027.

The proposed premium for City of Jackson Worker's Compensation Coverage is $2,398,320.00.

It is hereby recommended, pending City Council approval, that the City of Jackson accepts the aforementioned proposal for City of Jackson Worker's Compensation Insurance payment in the amount of $2,398,320.00.

Carrie Johnson, Senior Deputy City Attorney
Office of the City Attorney

CJ/tbp

Attachments

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

7/15/2026
DATE

	POINTS	COMMENTS
1.	1. Brief Description/Purpose	ORDER AUTHORIZING THE PROCUREMENT OF WORKER'S COMPENSATION COVERAGE WITH CAROLINA CASUALTY INSURANCE COMPANIES OBTAINED THROUGH THE EVANS AGENCY FOR THE PERIOD AUGUST 1, 2026 THROUGH AUGUST 1, 2027
2.	Public Policy Initiative 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	N/A
3.	Who will be affected	City of Jackson
4.	Benefits	N/A
5.	Schedule (beginning date)	N/A
6.	Location: ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable	N/A
7.	Action implemented by: ▪ City Department ☑ ▪ Consultant ☐	Office of the City Attorney/Risk Management
8.	COST	
9.	Source of Funding ▪ General Fund ☑ ▪ Grant ☐ ▪ Bond ☐ ▪ Other ☐	
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

Revised 2-16

Office of the City Attorney

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

OFFICE OF THE CITY ATTORNEY

This **ORDER AUTHORIZING THE PROCUREMENT OF WORKER'S COMPENSATION COVERAGE WITH CAROLINA CASUALTY INSURANCE COMPANIES OBTAINED THROUGH THE EVANS AGENCY FOR THE PERIOD AUGUST 1, 2026 THROUGH AUGUST 1, 2027** is legally sufficient for placement in NOVUS Agenda.

Sondra O. Moncure 7/30/2026

Sondra Moncure, *Special Assistant* **Date**
Carrie Johnson, *Senior Deputy City Attorney*

The Evans Agency

The Evans Agency, Inc.
1437 Old Square Rd, Suite 107
Jackson, MS 39211
Phone: (601) 398-3689
rthompson@evansagency.net

WORKERS COMPENSATION QUOTE PROPOSAL

Prepared for: **City of Jackson**

Quote Date: 06/15/2026 | Policy Period: 08/01/2026 - 08/01/2027 | Quote Valid Through: 08/01/2026

Executive Summary

We are pleased to present a Workers Compensation and Employers Liability quote for the City of Jackson for the policy period August 1, 2026 through August 1, 2027. This quote is provided by Carolina Casualty Insurance Company, a W.R. Berkley member company rated A+ (Superior) by A.M. Best, through the Key Risk program.

Client Information

Named Insured	City of Jackson
Policy Period	08/01/2026 to 08/01/2027
State	Mississippi
Location	219 S President St, Jackson, MS
Carrier	Carolina Casualty Insurance Company (Key Risk, a Berkley Company)
A.M. Best Rating	A+ (Superior)
Submission Number	7165047911-1

Total Estimated Payroll	$63,846,951
Estimated Annual Premium	**$2,398,320**

Coverage Details

Coverage	Limit / Description
Workers Compensation	Statutory (Mississippi)
Employers Liability - Each Accident	$1,000,000
Employers Liability - Disease, Policy Limit	$1,000,000
Employers Liability - Disease, Each Employee	$1,000,000

Classification & Payroll Schedule

The following classifications and payrolls were used to develop the quoted premium. Classes with no payroll shown are included in the policy but had no estimated payroll reported at time of quoting.

Code	Description	Est. Payroll	Base Rate	Est. Premium	Net Rate
9016	Amusement Park or Exhibition Operation & Drivers	-	2.197	-	4.01
8820	Attorney - All Employees & Clerical, Messengers, Drivers	$1,662,588	0.119	$1,978	0.25
8380	Automobile Service or Repair Center & Drivers	$463,772	1.839	$8,529	3.36
9015	Building or Property Management - All Other Employees	$1,267,970	2.659	$33,715	4.85
9220	Cemetery Operation & Drivers	-	3.589	-	6.53
8869	Child Care Center - All Employees	-	1.041	-	1.92

8810	Clerical Office Employees NOC	$18,272,741	0.188	$34,353	0.37
8868	College Professional Employees & Clerical	-	0.457	-	0.86
7380	Drivers, Chauffeurs, Messengers and Their Helpers	-	4.122	-	7.50
7710	Firefighters & Drivers	$16,331,604	3.624	$591,857	6.60
9403	Garbage, Ashes or Refuse Collection & Drivers	$479,851	5.854	$28,090	10.64
6217	Grading of Land NOC & Drivers	-	4.166	-	7.58
8831	Hospital - Veterinary & Drivers	-	0.953	-	1.76
9410	Municipal, Township, County, or State Employee NOC	-	2.698	-	4.92
9102	Park NOC - All Employees & Drivers	$3,279,858	1.958	$64,220	3.58
7720	Police Officers & Drivers	$19,215,959	2.281	$438,316	4.16
8742	Salespersons or Collectors - Outside	-	0.323	-	0.62
9101	School - All Other Employees	-	2.634	-	4.80
7580	Sewage Disposal Plant Operation & Drivers	-	1.925	-	3.52
9521	Sign Installation, Maintenance, Repair, Removal or Replacement	-	3.258	-	5.93
8864	Social Services Organization - All Employees & Salespersons, Drivers	-	1.067	-	1.96
9402	Street Cleaning & Drivers	-	3.342	-	6.09
5506	Street or Road Construction, Paving or Repaving & Drivers	$2,156,940	4.314	$93,050	7.85
8602	Surveyors, Timber Cruisers, Oil or Gas Geologists or Scouts & Drivers	-	1.461	-	2.68
5192	Vending or Coin Operated Machines - Installation, Service or Repair & Salespersons, Drivers	$52,718	3.262	$1,720	5.94

7520	Waterworks Operation & Drivers	$662,950	2.570	$17,038	4.69

Premium Summary

Coverage Line	Carrier	Annual Premium
Workers Compensation & Employers Liability	Carolina Casualty Ins. Co. (Key Risk)	$2,398,320
Total Estimated Annual Premium		**$2,398,320**

Workers Compensation & Employers Liability - Premium Build-Up

Item	Factor / Rate	Amount
Employers Liability Increased Limits	1.1%	$14,442
Experience Modification	1.84	$1,114,939
Schedule Modification	1.10	$244,225
State Expense Constant	$320	$320
Premium Discount	0.1145	($307,626)
Terrorism Risk Insurance Program Reauthorization Act (TRIA)	0.01	$6,385
Catastrophe (Other Than Certified Acts of Terrorism) Premium Endorsement	0.02	$12,769
Estimated Annual Premium		**$2,398,320**
Taxes & Surcharges		-
Total Amount Due		**$2,398,320**

Payment Options

Plan	Down Payment	Installment Amount	Fee / Installment

9 Installments, 20% Down	$479,920	$213,156	$15

Premium is based on estimated payrolls and is subject to final audit at policy expiration. A pay-as-you-go option (PremiumSync) may also be available - please contact our office for details.

Conditions & Underwriting Notes

#	Condition / Note
1	This quote is valid until the effective date of the policy (08/01/2026).
2	A minimum premium of $1,000 applies.
3	This quote includes a pending or contingent experience rating modification of 1.84. An endorsement with a revised factor will be applied if a final modification is published.
4	Rates, rating factors, and state assessments may be subject to pending changes. If changes occur, a policy or endorsement will be issued showing the new rates and effective date.
5	If the policy is cancelled prior to expiration, a short-rate cancellation fee may apply, which can be up to 100% of one year's premium. Final premium will not be less than the minimum premium.

About the Carrier

Carolina Casualty Insurance Company is a member of W.R. Berkley Corporation, one of the premier insurance holding companies in the United States. The Key Risk program offers over 35 years of specialized workers compensation expertise with an A+ (Superior) A.M. Best rating. Key highlights include: claims closed 20% faster than the industry average with 25% lower average cost; 99% of new lost-time claims receive three-point contact within 8 hours; adjuster caseloads 20% below industry average; VirtualMD+ connects injured workers to a physician within two minutes; and a comprehensive risk management resource library including safety training modules, facility inspections, and hazard identification support.

Recommendation & Next Steps

We recommend binding coverage with Carolina Casualty Insurance Company (Key Risk) for the 08/01/2026 policy period. This quote provides broad statutory workers compensation coverage across all City of Jackson employee classifications, backed by an A+ (Superior) carrier with deep public entity experience and an industry-leading claims management program.

Key considerations: The experience modification factor of 1.84 is the most significant driver of premium. A focused safety and return-to-work program can reduce this factor over future policy periods, lowering premiums. Premium will be finalized at policy audit based on actual payrolls.

To proceed, please:

1. Review this proposal and confirm coverage terms are acceptable.
2. Provide any updated payroll figures if estimates have changed.
3. Contact our office to initiate the binding process prior to 08/01/2026.

Important Notices

This proposal is not a binder or contract of insurance. Coverage does not take effect until a policy is formally issued and all required premiums are paid. The Evans Agency, Inc. acts as an independent insurance agent and does not bind coverage on behalf of any carrier without written confirmation.

Please review all proposed forms, endorsements, and exclusions carefully. If you have questions about any coverage described herein, contact your agent prior to the effective date.

Client Signature
City of Jackson
Date: _____

Authorized Agent
Reginald Thompson
The Evans Agency, Inc.
Date: _____

28

OFFICE OF THE CITY ATTY
A.U.M. 5/24/26

ORDER AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT WITH THE CWA LOCAL 3511

WHEREAS, the City of Jackson, Mississippi, and the CWA Local 3511 (hereinafter referred to as the "Union") recognize that the welfare and the best interest of the parties will be served by orderly procedures for the City and the Union to operate in good faith; and

WHEREAS, the City recognizes the Union as the exclusive bargaining representative for wages, hours, and other terms and conditions of employment for certain positions listed in Appendix A, excluding sworn personnel for the Jackson Fire and Police Department; and

WHEREAS, subject to the legal right and authority of succeeding administrations to repudiate the agreement, this agreement shall be in effect for a period of two (2) years commencing on the first day the Council authorizes execution by the Mayor and terminating at 11:59 p.m. on the second (2nd) anniversary of the Council's approval; and

WHEREAS, a copy of the proposed agreement between CWA Local 3511 and the City of Jackson is attached hereto and incorporated herein by reference; and

WHEREAS, the City and the Union shall make reasonable efforts to meet quarterly, after the effective date of this agreement, to discuss issues affecting the bargaining unit; and

WHEREAS, this agreement shall be governed and construed according to the Constitution and laws of the United States, the State of Mississippi, and the City of Jackson, Mississippi; and

WHEREAS, the City of Jackson will provide the Union on or before the 20th of each month, a list of its new hires who are eligible for membership in the bargaining unit; and

WHEREAS, the governing authority finds that if any provision of the agreement conflicts with applicable federal and state laws, then the invalid or unenforceable provision shall not render the entire agreement null and void. The agreement shall remain valid and operable, but for the unenforceable or invalid provision.

IT IS THEREFORE ORDERED, that the Mayor is authorized to execute the agreement between CWA Local 3511 and the City of Jackson as the exclusive bargaining representative for wages, hours, and other terms and conditions of employment for certain positions for a period of two (2) years commencing on the first day the Council authorizes execution by the Mayor and terminating at 11:59 p.m. on the second (2nd) anniversary of the Council's approval.

IT IS FURTHER ORDERED that if any provision of this agreement is found to be invalid, unenforceable, or unlawful, then the invalid or unenforceable provision shall not render the entire agreement null and void. The agreement shall remain valid and operable, but for the unenforceable or invalid provision.

Agenda Item # 28
July 28, 2026
(T.Martin, Horhn)

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
RECVD 5/26/20

OFFICE OF THE CITY ATTORNEY

This **ORDER AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT WITH THE CWA LOCAL 3511** is legally sufficient for placement in NOVUS Agenda.

Sondra D. Moncure
Sondra Moncure, *Special Assistant*

5/26/20
Date

APPENDIX A

Bargaining Unit Job Titles

Accountant
Accounting Clerk
Accounting Tech
Administrative Assistant
Administrative Clerk
Aging Services Driver
Animal Control
Art Gallery/Center Attendant
Associate Planner
Automotive Parts Clerk
Business System Analysts
Carpenter
Case Screening Tech
Cashier
Center Coordinator
Chemist
City Hall Security/Info Assistant
Civil Engineer
Claims
Code Enforcement Officer
Communication Clerk
Community Service Coordinator
Community Service Officer
Cook
Coordinator
Crew Leader
Criminalist
Custodian
Customer Service Representative
Data Entry Clerk
Deputy City/Court Clerk
Dispatcher

Distribution Worker
Early Childhood Development Supervisor
Early Childhood Teacher/Aide
Electrician
Engineering Tech (Traffic)
Equipment Operator
Fleet Maintenance
General Craft Apprentice
GIS Tech
Golf Court Attendant
Grounds and Maintenance
Heavy Equipment Mechanic
Heavy Equipment Operator
HVAC Tech
Identification Tech
Impound Lot
Inspectors
Instrument Tech
Inventory Controller
Laborer
Lab Tech/Aide
Light Equipment Operator
Maintenance Inspector/Supervisor
Maintenance Supplier
Maintenance Worker
Marking Technician
Material Analysis
Mechanic
Meter Reader
Meter Service Repairer
Museum Curator
Nutritionist
Office Coordinator
Outreach Worker
Painter
PC Technician
Police Records Clerk

Police Record Tech
Public Safety Dispatcher
Receptionist
Recreation Aide/Coordinator
Recreation Specialist/Supervisor
Research Tech
School Crossing Guard
Secretary
Senior Aide
Sewer Systems Supervisor
Sign Tech
Signal Crew Leader
Social Worker
Storekeeper/Attendant
Street Maintenance Supervisor
Supervisor
Tele-Service Compliant Tech
Water Meter Repairer/Maintenance Worker
Water Plant Operator
Water Service Representative
Welder
Youth Outreach Workers
Zoning Inspector

AGREEMENT BETWEEN

CWA LOCAL 3511

and

CITY OF JACKSON, MISSISSIPPI

Authorized by the Jackson City Council
On _____, 2026

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ARTICLE 1
Recognition

The CITY of JACKSON, MISSISSIPPI, hereinafter referred to as the "City" and CWA LOCAL 3511, hereinafter referred to as the "Union," recognizing that the welfare and the best interest of the City of Jackson and the Union will be served by procedures which provide for an orderly method for the City and the Union to bargain in good faith matters of common interest, do hereby agree as follows:

The City of Jackson (City) recognizes CWA (Union) as the exclusive bargaining representative for wages, hours and other terms and conditions of employment for those employees who are employed in positions listed in Appendix A (Sworn personnel of the Fire and Police Department excepted).

ARTICLE 2
Communication

2.01 Party Representatives

A. The City agrees that it will communicate only with authorized representatives designated by the Union on matters requiring mutual consent and official action. The Union agrees to provide to the City a written list of the names, addresses and telephone numbers of its' authorized representatives. If an authorized representative is substituted, the Union agrees to provide written notice of the substitution to the City.

B. The Union agrees that it will communicate only with the authorized representatives of the City on matters requiring mutual consent or official action by the governing authorities.

2.02 Joint Dialogue

A. The City and the Union shall make reasonable efforts to meet quarterly, after the effective date of this agreement, to discuss issues affecting the bargaining unit.

ARTICLE 3
General Provisions

3.01 General Contract Provisions

A. Governing law and construction – This agreement shall be governed and construed according to the Constitution and laws of the United States, the State of Mississippi and the City of Jackson, Mississippi.

B. Severability – If any provision of this agreement is held to be invalid, unenforceable, or unlawful by a court of competent jurisdiction, then the invalid or unenforceable provision shall not render the entire agreement null and void. The agreement shall remain valid and operable but for the unenforceable or invalid provision.

C. Modification – No change, rescission, alteration or modification of this agreement, in whole or in part, shall be valid unless both parties mutually agree and the same is ratified by the City and the Union in writing.

D. Notices – All notices required or permitted shall be in writing and delivered either electronically or by express or certified mail to the parties as follows:

CWA LOCAL 3511
760 N West Street
Suite B
Jackson, MS 39202

Telephone:601-944-0602

CITY OF JACKSON
Office of the Mayor
219 S President Street
P.O. Box 17
Jackson, MS 39205
Telephone:601-960-1084
Fax:601-960-2193

E. Force Majeure – This agreement is subject to force majeure. If either party is precluded from performing its obligations hereunder due to force majeure, it shall be relieved of its obligations hereunder to the extent provided. A force majeure for purposes of this agreement is any unexpected event which critically affects a party's ability to comply with the provisions of the agreement.

ARTICLE 4
Non-Discrimination

4.01 Non-Discrimination

A. Employees within the bargaining unit shall not be subject to harassment, intimidation, discipline or other adverse actions by the City or the Union based upon a decision to participate or not participate in Union activity.

B. The City and the Union will not discriminate against employees within the bargaining unit because of race, color, sex, age, national origin, disability, religion, marital status, sexual orientation, veteran's status, union membership or non-membership, party affiliation or other category protected by law.

ARTICLE 5
Union Rights

5.01 Union Rights

A. The Union shall be entitled to submit to the City of Jackson appropriate documents authorizing the deduction of Union membership dues from the compensation and earnings of bargaining unit members.

B. The Union shall be entitled to install one bulletin board in each city building or facility where the City maintains an employee bulletin board. The bulletin board shall be provided by the Union and installed at the expense of the Union.

C. The Union may retrieve from the City of Jackson's website a copy of the official City Council agenda when posted by the municipal clerk.

D. The City will provide to the Union once yearly the name and home address of all current employees of the City, who have authorized the release of their information, within the bargaining unit upon request.

E. Union stewards shall be allowed reasonable time off without loss of pay during their regular shift hours for investigation of grievances pursued through the Union grievance process. The investigation of grievances by Union stewards shall not be conducted in greater than two (2) hour increments per day. The Union agrees to guard against the use of excessive time for such activities, which are authorized by this agreement. The Union steward will provide advance notice to his/her supervisor to allow planning arrangements to enable the Union steward time off for investigative activity. Grievance investigations conducted before or after the normal working hours will not be included in hours worked or overtime calculation.

F. The City of Jackson will provide the Union on or before the 20th of each month, a list of its' new hires who are eligible for membership in the bargaining unit. The Union will also have access to a registration table during the City's annual open enrollment. The Union will be allowed to staff the table with two (2) persons. The Union understands and agrees that access to a

registration table is being allowed in order to allow employees to voluntarily visit the table and receive information concerning the Union and register if desired. No employee shall be compelled or coerced into visiting the registration table and employees shall not be directly solicited.

G. The Union shall be allowed to make workplace visits to departments in order to provide employees the opportunity to receive information concerning the Union and register, if desired. The Union will work with management to select a location that does not interfere with work operations in the department, generally a common area, break room or areas agreed to by City Administration. Employees may engage with Union representatives during their rest periods. No employee shall be compelled or coerced into meeting with Union representatives. The parties understand and agree that access to this information is voluntary.

H. The Union will select Union stewards from the bargaining unit. The Union will provide the names, addresses, phone numbers, departments and positions held of its stewards to the City on or before January 1 of each year. The Union shall be responsible for informing its membership of the individuals serving as stewards.

I. Authorized representatives of the Union will be excused from work without pay whenever reasonable notice is given to the City by the President of CWA Local 3511.

J. During an investigatory interview between a representative of the City and an employee within the bargaining unit, the employee may request a Union representative if one is available within thirty (30) minutes. If a Union representative is not available within thirty (30) minutes, then the employee may select one (1) individual of his/her choosing who is employed and assigned to the work site to observe the interview. The person selected shall observe only and not interfere in the conducting of the interview. The City and the employee may record the interview with notice. Nothing in this provision shall be construed as providing employees the rights and protections of the Weingarten Act.

ARTICLE 6
Work Schedules

6.01 Work Hours

A. The regular scheduled workweek of the employees is defined by the hours established by the City. The employees' hours of work excluding unpaid meal periods will consist of the number of hours set forth by management.

B. All full-time employees shall be provided up to one hour off work with no pay each day for a meal period. When employees are required by the City to perform actual job duties during a meal period, the City shall not be required to compensate the employee for the first eight (8) minutes of the meal period. *(See Fair Labor Standards Act (FLSA) De Minimis Rule 402 attached as Appendix B)*

C. All full-time employees shall be granted two (2) fifteen (15) minute paid rest periods; one during the first portion of their work shift prior to the meal period and one after the meal period. The fifteen (15) minute rest period will not be taken immediately before or immediately after the meal period to extend the one (1) hour unpaid meal period. Employees who work a partial day shall be provided one fifteen (15) minute paid rest period for each four (4) hours worked. If employees opt not to utilize such rest periods, the City shall not be deemed to have violated this section. Employees shall not have the right to accrue or otherwise utilize rest periods to alter their work schedule.

D. When an employee is required by the Supervisor, Department Director, or the City to attend job-related training, such time spent in training shall be considered hours worked. Meal periods shall not be included as hours worked. If the time spent in training alone is less than the employee's regularly scheduled hours of work for the day, the employee shall contact his/her immediate supervisor to determine whether it is practical for the employee to report before or after the scheduled training.

E. An employee's work schedule will not be changed arbitrarily, and the employee will be given reasonable notice, where practical, consistent with the City's workforce planning. Ten (10) working days will be deemed reasonable notice, excluding emergencies, disasters, and catastrophic events.

F. Employees will neither be docked pay nor be paid overtime for the first eight (8) minutes before or after starting and stopping work times. Punctual and consistent attendance is a condition of employment and employees are expected to be at their workstations and prepared to work at the appointed start time. Therefore, the mere fact that an employee's compensation will not be docked for the first eight (8) minutes of reporting time does not mean that the City is prohibited from taking appropriate disciplinary action for tardiness.

ARTICLE 7
Call-In/Call-Out

7.01 Call-In/Call-Out

A. When an employee is contacted after regular work hours to report to work (workplace/worksite); and if the number of hours worked in a work week exceed forty (40) hours, the employee will accrue compensatory time in accordance with the City's Compensatory Time Policy.

ARTICLE 8
Holidays and Leave Accrual Policy

8.01 Holidays

A. City offices will be closed in recognition of ten (10) holidays each year. The list of holidays may be amended at any time by the Governor or municipal governing authority. All regular full-time employees will be paid for holidays according to the number of hours each is normally scheduled to work on the day on which the holiday falls.

B. All regular part-time employees will be paid for holidays according to the number of hours each is scheduled to work on the holidays. When a holiday falls on Sunday, the following Monday will be observed and when a holiday falls on Saturday, the preceding Friday will be observed. Holidays are observed from 12:00 a.m. (midnight) on the eve of the holiday to 12:00 a.m. (midnight) the day of the holiday.

C. Employees who are required to work on a holiday will be granted a compensatory day at the straight time rate for each holiday they are required to work, or if non-exempt; may be paid for the holiday at the straight time rate. Holiday pay does not count as hours worked for calculation of overtime. In order to receive pay for an observed holiday, employees must not have been absent without authorized leave either on the workday before or after the holiday.

D. The City of Jackson observes the following holidays:

January 1	New Year's Day
The Third Monday of January	Dr. Martin Luther King Jr.'s Birthday
The Third Monday of February	President's Day
The Last Monday of May	Memorial Day
June 19	Juneteenth
July 4	Independence Day
The First Monday of September	Labor Day
November 11	Veteran's Day
Last Thursday of November	Thanksgiving
December 25	Christmas Day

8.02 Personal Leave

A. City employees shall earn annual personal leave benefits on a pro-rated basis and credited to the leave bank of municipal employees during the employee's respective payroll cycle and according to the length of service. Personal benefits are not earned during any period of an unpaid leave of absence, for any time worked beyond the employee's regular shift assignment in a pay period.

B. Annual leave must be approved by the employees' supervisor and is considered leave without pay if approval is not given. The approval of vacation schedules shall be arranged considering both the desire of the employees and the department workload. The City shall try to accommodate employees' choices, but the City reserves the right to schedule vacation to meet operational needs. Taking leave without prior approval may result in discipline, up to and including termination.

C. There is no limit to the accumulation of annual leave. Upon termination of employment, employees shall be paid for not more than 240 hours of accumulated annual leave and all other unused annual leave shall be counted as creditable service for purposes of the Public Employee Retirement System (PERS).

D. The beneficiaries of employees who have died with unused vacation leave shall receive payment of all accumulated vacation leave, not to exceed the amount of 240 hours.

E. Personal leave will accrue as indicated below:

Personal Leave (Vacation)

CONTINUOUS SERVICE	ACCURAL RATE (Monthly)	ACCURAL RATE (Annually)
½ month to 3 years		
8 Hour Employee	12 hours	18 days
12 Hour Employee	14 hours	21 days
24 Hour Employee	18 hours	27 days
3 years, 1 day to 8 years		
8 Hour Employee	14 hours	21 days
12 Hour Employee	17 hours	25.5 days
24 Hour Employee	21 hours	31.5 days
8 years, 1 day to 15 years		
8 Hour Employee	16 hours	24 days
12 Hour Employee	19 hours	28.5 days
24 Hour Employee	24 hours	36 days
Over 15 years		
8 Hour Employee	18 hours	27 days
12 Hour Employee	21 hours	31.5 days
24 Hour Employee	27 hours	40.5 days

8.03 Birthday Recognition

A. In addition to the personal leave hours based on length of service, each employee shall be afforded an additional day of leave which corresponds with the number of hours he/she routinely works as birthday recognition which may be taken by the employee at any time.

Article 9
Absences from Duty

9.01 Sick Leave

A. City employees shall earn annual sick leave benefits on a pro-rated basis and credited to the leave bank of municipal employees during the employee's respective payroll cycle and according to the length of service.

B. Sick Leave is leave from work to employees because of illness or injury of a member of employees' Immediate Family that requires the employees' attendance, and medical, dental, and optical appointments. Immediate Family Members include: parent, step-parent, spouse, siblings, step siblings, child, step-child, grandchild, grandparent, mother-in-law, father-in-law, sister-in-law, and brother-in-law.

C. If calling in sick, the employee shall call in before the start of the shift, in accordance with department policy. The first day of sick leave shall be taken as an annual leave day and following an absence of three (3) or more days, an employee shall be required to provide a doctor's excuse or other valid proof of absence. There is no limit for the accumulation of sick leave.

D. You may use sick leave when you are unable to work due to illness or injury. Sick leave is not to be used as extra vacation time. Any employee who abuses sick leave may be subject to disciplinary action. An employee shall be subject to disciplinary action if he/she engages in outside employment at any time which he/she has used sick leave.

E. Employees who are absent from work must report their absence to their immediate supervisor. Absences should be reported no later than one hour prior to the start of the workday. In extreme emergencies, notification should be given as soon as practicable.

F. The City reserves the right to require a satisfactory statement from a licensed physician whenever employees miss work due to illness, injury, or disability. Employees maybe asked to provide a physician's statement that verifies the nature of the illness, injury, or disability, its beginning and ending dates,

and/or their ability to return to work without endangering their safety or the safety of others. Normally, a statement shall not be requested for absences of three (3) days or less, but the City may request such a statement in situations where it deems it is warranted. Such verifications and releases, when requested, may be a condition of receiving sick leave benefits or returning to work.

G. Sick leave benefits will not be earned or granted during any City authorized unpaid leave of absences from duty not authorized by the City; or after separation from the City.

H. If employees retire due to disability, they shall be allowed to use all accumulated sick leave and/or vacation leave before the effective date of their disability retirement.

I. Sick leave will accrue as indicated below:

CONTINUOUS SERVICE	ACCURAL RATE (Monthly)	ACCURAL RATE (Annually)
½ month to 3 years		
8 Hour Employee	8 hours	12 days
12 Hour Employee	10 hours	15 days
24 Hour Employee	12 hours	18 days
3 years, 1 day to 8 years		
8 Hour Employee	8 hours	12 days
12 Hour Employee	10 hours	15 days
24 Hour Employee	12 hours	18 days
8 years, 1 day to 15 years		
8 Hour Employee	8 hours	12 days
12 Hour Employee	10 hours	15 days
24 Hour Employee	12 hours	18 days
Over 15 years		
8 Hour Employee	8 hours	12 days
12 Hour Employee	10 hours	15 days
24 Hour Employee	12 hours	18 days

9.02 Bereavement

A. The City of Jackson recognizes that death may occur in the Immediate Family of employees which require absences from work. Immediate Family Members include: parent, step-parent, spouse, siblings, step siblings, child, step-child, grandchild, grandparent, mother-in-law, father-in-law, sister-in-law, and brother-in-law.

B. Employees will receive three (3) days of paid bereavement leave to employees who are confronted with death in the Immediate Family. In addition to the three (3) days of paid bereavement leave, an employee who is confronted with death in the Immediate Family may also use up to two (2) days of sick leave.

9.03 Jury Duty

A. It is the policy of the City of Jackson to enable employees to fulfill their civic obligations. If employees are called to jury duty, they must notify their supervisor immediately.

B. The City shall grant administrative leave with pay to employees serving as jurors, as verified by the clerk of the Court. This compensation shall be in addition to any fees paid to employees for such services. Such services shall not be counted as vacation leave.

C. Employees released from jury duty by the Court any time prior to the end of the workday must report to work immediately after being released by the Court.

9.04 Witness Duty

A. Employees who are required by law, as a result of performing their duties as employees of the City, to appear in court to testify as witnesses or who have been subpoenaed to appear in court cases shall receive regular pay for the hours absent for such purpose.

B. The City shall grant administrative leave with pay to all such employees serving as witnesses, as verified by the clerk of the Court. Any fees paid to employees for such services shall be paid to the City. Such services shall not be counted as vacation leave.

C. Employees released from witness duty by the Court any time prior to the end of the workday must report to work immediately after being released by the Court.

D. Employees who are required by law to appear as a witness in court for purposes unrelated to their duties as a City employee will not be compensated.

9.05 Leave of Absence

A. It is the City's policy to grant leaves of absence to all eligible employees on a non-discriminatory basis. Leaves of absence shall be considered in cases of medical disabilities, for cases of personal emergency, for educational purposes, or for military duty, jury duty, or witness duty. Any such leave is subject to the approval of the Department Director, Department of Personnel Management and the Mayor's Office. Unless specifically provided otherwise, all leaves of absence are available only on an unpaid basis and are limited to two (2) consecutive months.

B. All regular full-time and part-time employees may request a leave of absence once they have completed their probationary period. In addition, such employees are eligible for a leave of absence before completing their probationary period where required by state or federal law. For example, unpaid leaves of absence may be granted to probationary employees for work-related disabilities, pregnancy-related disability, or jury, witness, or military duty. If employees are away from work for an extended period during their probationary period, the probationary period shall be extended by the exact number of calendar days that they are away from work.

C. Subject to any applicable legal restrictions, requests for leaves of absence shall be considered based on the employees' length of service, performance, responsibility level, the reasons for the requests, and the City's ability to obtain satisfactory replacements during the time they would be away from

work. If employees accept other employment or fail to return to work on the next regularly scheduled workday following the expiration of their leave, it shall be considered that they have voluntarily terminated their employment.

D. Leaves of absence over thirty (30) days shall be deducted from length of service but shall not affect continuity of service.

E. Leaves of absence may not be taken for the purpose of pursing or engaging in other employment (except military leave).

9.06 Returning from Leave of Absence

A. When employees are placed on leaves of absence, an effort shall be made to hold their positions open during the approved leave. However, due to business needs, there shall be times when positions cannot be held open and it is not possible to guarantee reinstatement.

B. If employees' former positions are unavailable when they are ready to return from an approved leave, every effort shall be made to place them in comparable positions for which they are qualified. If such positions are not available, they shall be offered the next suitable position for which they are qualified that becomes available within one year.

C. Employees who do not accept the positions offered shall be considered to have voluntarily terminated their employment, effective the day such refusal is made.

9.07 Family and Medical Leave

A. In compliance with the Family and Medical Leave Act, which went into effect on August 5, 1993, leave is available to all City employees who have worked at least 1,250 hours during a twelve (12) month period preceding the leave. This policy is issued to ensure that City employees receive, as a minimum, the leave time provided them by provisions of the Family and Medical Leave Act.

FMLA is designed to help employees balance their work and family responsibilities by allowing them to take reasonable leave for certain family and medical reasons. It also seeks to accommodate the legitimate interests of employers and promote equal employment opportunity for men and women.

The Paid Parental Leave Policy will run concurrently with Family and Medical Leave Act (FMLA) leave, as applicable.

Eligible employees shall be entitled to a total of twelve (12) work weeks of leave during a twelve (12) month period for one or more of the following:

- For the birth and care of the newborn child of an employee;
- For placement with the employee of a child for adoption or foster care;
- To care for an immediate family member (spouse, child, or parent) with a serious health condition; or
- To take medical leave when the employee is unable to work because of a serious health condition.

Employees are eligible for leave if they have worked for at least 12 months, at least 1,250 hours over the past 12 months. Whether an employee has worked the minimum 1,250 hours of service is determined according to the FLSA principles for determining compensable work hours or work.

Time taken off work due to pregnancy complications can be counted against the 12 weeks of family and medical leave.

B. Qualifying reasons for FMLA leave

Eligible employees are entitled to a total of twelve (12) work weeks of leave during a twelve (12) month period for one or more of the following reasons:

a. birth and care of a child of the employee within one year of birth;
b. adoption or foster care of a son or daughter within one year of placement with the employee;
c. care of an immediate family member (spouse, parent, or child) with a serious health condition. A child is defined as a son or daughter under the

age of 18, or over the age of 18 if incapable of self-care due to a physical or mental disability at the time leave is to commence;

d. medical leave when the employee is unable to perform the essential duties and responsibilities of his/her job/position because of a serious health condition;
e. qualifying exigencies in connection with certain federal military activation of a family member deployed. This leave allows eligible employees to take up to 12 work weeks of FMLA leave per calendar year for a qualifying exigency because the employee's spouse, son, daughter, or parent meeting the definition of a covered military member is on active duty or has been notified of an impending call or order to federal active duty; and
f. military caregiver leave for a spouse, parent, or child or next of kin who suffered a serious injury or illness in the line of duty while on active duty. Military caregiver leave also covers employees whose parent, child, spouse, or next of kin is a veteran undergoing medical treatment, recuperation, or therapy, for a serious injury or illness and who was a member of the Armed Forces (including National Guard or Reserves) at any time during the 5-year period preceding the date on which the veteran underwent service-related medical treatment, recuperation, or therapy. This leave permits eligible employees to take up to 26 work weeks of FMLA leave to care for a covered servicemember during a single 12-month period who has a serious injury or illness.

A serious health condition is defined by the law as an illness, injury, impairment, or physical or mental condition that involves either an overnight stay in a medical care facility, or continuing treatment by a health care provider for a condition that either prevents the employee from performing the essential functions of the employee's job or prevents the qualified family member from participating in school or other daily activities. Subject to certain conditions, the continuing treatment requirement may be met by a period of incapacity of more than three (3) consecutive calendar days. (Specific documentation is required.)

For a parent to take FMLA leave for a child who is eighteen (18) or over, the son or daughter must:

- have a disability as defined by the Americans with Disability Act (ADA) at the time the leave is to commence;

- be incapable of self-care because of the disability;
- have a serious health condition; and
- need care because of the serious health condition.

C. Military Qualifying Emergency Leave

Qualifying military leave exigencies, under this Act, may include attending certain military events, arranging for alternative child care, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment reintegration briefings.

D. The FMLA process

To request family medical leave, the employee should notify the Department of Human Resources FMLA Coordinator. The employee shall request the leave 30 days, or as soon as possible or practicable and complete the FMLA Request for Leave Form.

Within fifteen (15) days after the employee requests FMLA leave, he/she must provide the FMLA Coordinator with a signed medical certification from the employee's health care provider.

The 12-month period that will be uniformly applied to all employees taking FMLA leave will be a rolling 12-month period measured backward. FMLA will be applied by using a 12-month period measured backward from the date an employee uses any FMLA leave.

Under the rolling 12-month period, each time an employee takes FMLA leave, the remaining leave entitlement would be the balance of the 12 weeks which has not been used during the immediately preceding 12 months.

E. Sufficient medical certification

A complete and sufficient medical certification need only include the following information:

- contact information for the health care provider, including name, mailing address, telephone number, fax number, and type of medical practice/specialty;
- when the serious health condition began;
- how long the serious health condition is expected to last;
- if the employee is the patient, whether the employee is unable to work, and the likely duration of this inability;
- if a family member is the patient, whether the family member needs care, and an estimate of the frequency and duration of the leave required to care for the family member;
- whether the employee's need for leave is continuous or intermittent, and,
- appropriate medical facts about the condition (which may include information on symptoms, doctor visits, hospitalization, and referrals for treatment.).

If an employee fails to provide a complete and sufficient medical certification despite the opportunity to cure the deficiency, the City may deny the employee's request for FMLA leave.

Within five (5) business days after the City receives the complete, signed medical certification from the employee's health care provider, the City will provide a FMLA designation notice stating if the leave was approved or denied. FMLA leave can be taken for more than one qualifying reason in the same 12-month leave year. However, multiple serious health conditions or qualifying reasons for leave do not increase the total FMLA leave entitlement available.

The City requires that the employee use all available accrued paid vacation leave and sick leave as part of the twelve (12) week period.

Once authorized paid leave has been exhausted, the remainder of the twelve (12) weeks of leave shall be unpaid.

Leave taken under this FMLA may be taken intermittently or on a reduced leave schedule in certain cases.

F. FMLA Intermittent Leave

FMLA intermittent leave means an employee may take leave in separate blocks of time or by reducing the time the employee works each day or week for a single

qualifying reason. A reduced leave schedule is a leave schedule that reduces the usual number of hours per workweek or hours per workday of an employee.

When FMLA leave is needed for planned medical treatments, the employee must make a reasonable effort to schedule treatment so as not to unduly disrupt the City of Jackosn's operations. FMLA intermittent leave may also be taken in separate blocks of time or via a reduced leave schedule when there are flare-ups of the serious health condition.

If FMLA leave is for the birth, adoption, or foster placement of a child, use of intermittent or reduced schedule leave requires the City's approval.

During the period of family medical leave, the City shall maintain employees' group healthcare coverage on the same conditions as coverage would have been provided if they have been continuously employed during the entire leave period. When an employee elects to use paid leave credits (personal or sick leave) while on FMLA leave, the City will continue to make payroll deductions to cover the employee's share of the health care premiums.

When an employee elects to take unpaid FMLA leave, the employee must continue to make these health insurance premium payments.

G. Recertification process

The City may not request a medical recertification more often than every thirty (30) days and only in connection with an absence when no minimum duration for the condition is specified.

The City will require a new medical certification at the beginning of each specified 12-month period for individuals who have conditions which will require leave. Such annual certifications may be requested separately and apart from an absence. Employees must submit recertification documentation within fifteen (15) days after the City's request.

H. Returning to work/job restoration

Upon returning to work from FMLA leave, an employee will be restored to his/her original job or to an equivalent job with equivalent pay, benefits, and other terms and conditions of employment. An employee's use of FMLA leave cannot be counted against the employee under a "no-fault" attendance policy.

I. Leave Extension

When an employee has exhausted twelve (12) weeks of protected FMLA leave and still cannot return to work due to their own medical impairment; the employee may request a leave extension as an accommodation under the Americans with Disabilities Act (ADA). If the employee elects to request extended unpaid leave, leave may be granted if the employee qualifies to receive an accommodation under the ADA, and if the accommodation will not pose an undue hardship. If approved, the extension leave will be unpaid, regardless of whether the employee has available accrued personal or vacation leave.

The employee may be asked to provide additional medical information to support the continuing need for leave. The City will then notify the employee if the unpaid leave is approved in accordance with the ADA. All employees will not be eligible to receive an extended leave under the ADA. If the request for leave extension does not meet qualification for accommodations under ADA; the leave will be denied.

Such leave will be reviewed on a case-by-case basis. Leave must be approved by the Department Director and the Human Resources Director.

9.08 Medical Leave of Absence for Work-Related Disabilities (Workers' Compensation)

A. City of Jackson employees are covered under the Workers' Compensation Act. The following is provided as a matter of information regarding Workers' Compensation. Employees are encouraged to contact the Risk Management Division, Department of Personnel Management, with any questions.

B. Employees injured on the job to the extent that absence from work is unavoidable may elect to supplement their workers' compensation benefits with accumulated sick or vacation leave. Such supplement is subject to the following provisions:

1. Workers' compensation supplement chargeable to sick or vacation leave shall begin on the eleventh (11th) working day after the accident.

2. If employees have no accumulated sick or vacation leave or elect not to supplement workers' compensation benefits, only statutory workers' compensation benefits shall be paid.

3. Such supplements may be elected once during any twelve (12) month period.

C. Employees must immediately report all injuries to their immediate supervisor in accordance with the rules and regulations outlined in the Employees' Safety Manual. Forms must be typed and fully describe the circumstances surrounding the accident.

9.09 Military Leave

A. City employees who are members of a branch of the United States armed services are entitled to leave with full pay for their annual training for up to fifteen (15) working days in a calendar year.

B. Accrued personal leave benefits can be used for periods exceeding the fifteen (15) working days.

C. Employees shall notify their supervisor as soon as the military duty is scheduled.

D. To receive payment of salary, employees must, prior to the leave, file with the Department of Personnel Management a copy of the official orders, and immediately upon return a certification from the commanding officer of performance of duty in accordance with the terms of such orders.

E. All employees who shall be members of any of the reserve components of the armed forces of the United States, or former members of the service of the United States discharged or released therefrom under conditions other than dishonorable, shall be entitled to leave of absence from their respective duties,

without loss of pay, time, annual leave, or efficiency rating, on all days during which they shall be ordered to duty to participate in training at encampments, field exercises, maneuvers, outdoor target practice, or for other exercises, for periods not to exceed fifteen (15) days, and all such officers and employees shall for such periods in excess of fifteen (15) days be entitled to a leave of absence from their respective duties without loss of time, annual leave, or efficiency rating until relieved from duty, and shall when relieved from such duty, be restored to the positions held by them when ordered to duty, or a position of like seniority, status and pay; provided that such person: (1) when discharged or released from the armed forces shall have received a certificate of satisfactory completion of service, (2) shall be still qualified to perform the duties of such position, (3) shall make application for re-employment within ninety (90) days after such person is relieved from such training and service or released from hospitalization for a period of not more than one (1) year for causes attributable to such services. Any person restored to a position under the above provisions shall not be dismissed from such position without cause within one (1) year after restoration.

9.10 Paid Parental Leave

A. The City of Jackson will provide up to eight (8) weeks of paid parental leave to employees following the birth of an employee's child or the placement of a child with an employee in connection with adoption or foster care. The purpose of paid parental leave is to enable the employee to care for and bond with a newborn or a newly adopted or newly placed child. This policy will run concurrently with Family and Medical Leave Act (FMLA) leave, as applicable. This policy will be in effect for births, adoptions, or placement of foster children occurring on or after January 1, 2023.

Eligible employees must meet the following criteria:

- Have been employed with the company for at least 12 months.
- Have worked at least 1,250 hours during the 12 consecutive months immediately preceding the date the leave would begin.
- Be a full-time or part-time, regular employee (temporary employees and interns are not eligible for this benefit).

In addition, employees must meet one of the following criteria:

- Have given birth to a child.
- Be a spouse.
- Biological parent.
- Parents regardless of gender or same sex couples.
- Be a spouse of the biological parent of the child; or
- Have adopted a child or been placed with a foster child (in either case, the child must be age 17 or younger). The adoption of a new spouse's child is excluded from this policy.
- Eligible foster care parents to include the requirement for (1) proof of placement in foster care at the eligible employee's residence by a child protection services agency or a court of competent jurisdiction, (2) proof placement is for the same length of requested parental leave time or longer. All proof shall be submitted with the request for parental leave or within seven (7) days of receipt from the child protection services agency or a court of competent jurisdiction.

B. Amount, Time Frame and Duration of Paid Parental Leave

- Eligible employees will receive a maximum of 8 weeks of paid parental leave per birth, adoption, or placement of a child/children. Multiple birth, adoption or placement occurs (e.g., the birth of twins or adoption of siblings), or multiple children does not increase the 8 week total amount of paid parental leave granted for that event. In addition, in no case will an employee receive more than 8 weeks of paid parental leave in a 12-month period, regardless of the number of births, adoptions, or foster care placements.
- Each employee will be entitled to a 4-week paid parental leave period, if both parents are employed with the City of Jackson.
- Each week of paid parental leave is compensated at 100 percent of the employee's regular; straight-time pay.
- Eligible employees will be required to exhaust the paid parental leave benefit first followed by any accrued personal and sick leave benefits as part of the 12-week Faily Medical Leave Act benefits.

- Approved paid parental leave may be taken immediately following the birth, adoption, or foster care placement of a child with the employee.
- Employees must take paid parental leave in one continuous period of leave and must use all paid parental leave during the 8-week period.
- Employees who return to work prior to the expiration of eight (8) weeks of paid parental leave will not be allowed to take additional paid parental leave during the year and will forfeit the remaining unused leave.
- Upon termination of the employee's employment with the City of Jackson, the employee will not be paid for any unused paid parental leave for which he or she was eligible.

C. Coordination with Other Policies

- Paid parental leave taken under this policy will run concurrently with leave under the FMLA; thus, any leave taken under this policy that falls under the definition of circumstances qualifying for leave due to birth or placement of a child due to adoption or foster care, the leave will be counted toward the 12 weeks of available FMLA leave per a 12-month period. All other requirements and provisions under the FMLA will apply. In no case will the total amount of leave -whether paid or unpaid – granted to the employee under the FMLA exceed 12 weeks during the 12-month FMLA period. Please refer to the Family and Medical Leave Policy for further guidance on the FMLA.
- After the paid parental leave is exhausted, the balance of FMLA leave (if applicable) will be compensated through employees accrued sick and personal leave (vacation) time. Upon exhaustion of accrued sick, personal (vacation) and any remaining leave will be unpaid leave. Please refer to the Faily Medical and Leave Policy for further guidance on the FMLA.
- The City of Jackosn will maintain all benefits for employees during the paid parental leave period just as if they were taking other paid leave such as paid parental leave or paid sick leave.
- If a holiday occurs while the employee is on paid parental leave, such day will be charged to holiday pay; however, such holiday pay will not extend the total paid parental leave entitlement.

- The company will maintain all benefits for employees during the paid parental leave period just as if they were taking any other company paid leave such as paid vacation leave or paid sick leave.

D. Requests for Paid Parental Leave

- The employee will provide the Department of Human Resources with notice of the request for leave at least 15 days prior to the proposed date of the leave (or if the leave was not foreseeable, as soon as possible).
- The employee must complete and request the necessary HR forms and provide any requested documentation as required by the Department of Human Resources in order to receive the benefit.

ARTICLE 10
Training

10.01 Employee Training

A. Employees expected to attend training or workshops other than those required for the maintaining of existing certifications will receive written notification seven (7) days in advance of the requirement to attend. If seven (7) days advance written notification is not practical, notification shall be by any means no less than three (3) days prior to the training or workshop.

B. If budgetary constraints limit the number of individuals who may attend training and workshops, individuals should be selected based on the following criteria:

1. Those who will be attending for the purpose of maintaining existing certifications shall receive first priority in the selection.

2. Individuals who will be attending for the purpose of meeting last requirements or qualifications necessary to obtain a certification will receive priority next to those selected in (1) above.

3. Individuals who do not need to attend for the purpose of maintaining existing certifications or meeting last requirements or certifications will be selected based on years of service and whether the training or workshop addresses a topic or concern connected to tasks currently being performed.

C. Employees shall be paid for time required to attend job related training and shall be reimbursed for tuition, travel, meals, and lodging at established rates set by the City, when such training is required by the City, and scheduled and approved by the Department of Finance.

ARTICLE 11
JOB VACANCIES

11.01 Appointments & Promotions

A. All appointments to positions in the bargaining unit shall be made on the basis of merit and fitness for the position to be determined as far as practicable and possible by competitive examination or other evaluation process under the policies and practices of the City. Employees may review their own respective examination or evaluation results upon request. The Union local president or designee (excluding any applicant) shall be permitted to review individual examination or evaluation results upon written request and prior written authorization from the employee and take such notes as necessary for the purpose of determining whether to file or pursue a grievance.

B. Announcements for competitive exams or evaluation processes will be provided to each City Department for posting at each appropriate work location at least ten (10) workdays prior to the filing deadline.

C. The City agrees to use to the maximum extent the skills and talents of existing employees in the unit in order to achieve the resulting benefits of higher morale and reduced turnover. In filling positions in the unit, the City will give concurrent consideration to persons in and outside the unit, but all other factors being substantially equal, will fill such positions by selection from eligible candidates in the unit. This shall not preclude the City from giving promotional examinations restricted to City employees.

D. Qualifications, examinations, records of efficiency (performance evaluations), character, conduct and seniority shall be used as criteria in considering employees for promotion. When two or more candidates for promotion are considered to be equal in all criteria except seniority, then seniority shall be the deciding factor. Seniority to be determined by hire date. If hire date is the same, then by alphabetical order of surname.

E. An employee who applies for a vacancy but does not make the certification list for a promotion or an employee who makes the certification list for promotion shall be entitled to receive information on the scores achieved by the employee in rating his qualification in any interview conducted. The employee may also schedule a meeting with the Department of Personnel Management or the department director to discuss his/her score. The Department of Personnel Management or the department director may provide, during the meeting, recommendations to the employee for improving his score.

ARTICLE 12
Personnel Records

12.01 Maintenance of Personnel Records

A. The Department of Personnel Management is the custodian of all official personnel records necessary to complete personnel transactions and to serve as reference for City officials. The Department of Personnel Management shall maintain records showing administrative actions including records of employment history of each employee, performance evaluation records, and related files and correspondence.

B. In accordance with the provisions of the Fair Labor Standards Act, the Department of Personnel Management shall prepare, maintain, and preserve records on the wages, hours, and other conditions and practices of employment of all City employees.

C. The Department of Administration Director and each Department Director shall be jointly responsible for maintaining all other records related to City payroll and City employees required by the various Federal and State regulations.

D. All records maintained pursuant to this policy shall be preserved for the appropriate regulated time frame.

12.02 Privacy of Personnel Records

A. The Department of Personnel Management shall maintain a file that shall contain all official records and documents pertinent to the employment status and history of each employee.

B. The confidential information contained in an employee's personnel file shall not be revealed to outside sources except as required by law, or with the consent of the employee.

C. By law, certain information regarding current and former City employees, as listed below, is classified as "public record." To ensure individuals' rights of privacy and compliance with applicable laws, responses to such requests must be approved by the Department of Personnel Management. Upon receipt of a properly executed Open Records Request, the following information is available:

1. Employee name
2. Classification title
3. Department
4. Status, e.g., regular, temporary, full-time, or part-time
5. Salary range and actual rate
6. Hire date and/or termination date

D. Letters of recommendation or reference generally shall not be given to employees upon separation of service. The City shall respond to written requests for information concerning an individual's work performance with the written consent of the employee or former employee.

E. Employees, their immediate supervisor and/or Department Director or designee, or a representative with written consent, may inspect the employee's personnel file in the Department of Personnel Management at any time during the normal working hours of the Department of Personnel Management. Upon request, employees shall receive a copy of any materials in their personnel file provided that the cost for such copies is paid by the employee.

F. Employees may request a review of their personnel records no more than once annually unless they are in the process of appealing a personnel action taken by the City.

G. Requests for review of personnel records must be made in writing by the employee at least one (1) working day in advance of the requested review date. An employee requesting a review of personnel records must schedule an appointment with the Department of Personnel Management to review the file.

H. An employee shall be furnished a copy of any statement written for inclusion in the employee's personnel file concerning the employee's conduct or performance. An employee shall have the right to have a response or rebuttal to any statement or evaluation inserted in said personnel file.

I. A Written Warning or reprimand already in an employee's personnel file will not be considered when administering future discipline if the employee has been rated satisfactory or above on all performance evaluations for at least eighteen (18) months from the date of the Written Warning or reprimand.

J. A Suspension already in an employee's personnel file will not be considered when administering future discipline if the employee has been rated satisfactory or above on all performance evaluations for at least twenty-four (24) months from the date of the Suspension.

K. The above provision shall be effective upon the Jackson City Council authorizing the Mayor to execute. The supervisor will make an entry in the employee's personnel file concerning the achieving of the satisfactory performance after the applicable period of eighteen (18) or twenty-four (24) months.

L. An employee's personnel file shall be removed from the Department of Personnel management only with authorization from the Department of Personnel Management.

M. Discrepancies will be brought to the attention of the Personnel Management Department of the employee's department director for investigation. If a true discrepancy exists, appropriate steps will be taken to correct the record and the employee concerned will be informed.

ARTICLE 13
Grievance Procedure

13.01 Grievance Procedure

(See Appendix C for Grievance Authorization Form)

A. It is the intent of this article to provide a means for the fair, expeditious and orderly settlement of disputes that arise under this agreement between the Union and/or an employee and the City. All employees and supervisory personnel should make every possible effort to settle differences at the lowest possible step outlined in this article. In the process of any grievance, the City will furnish all necessary and relevant data concerning the grievance, unless disclosure of the data will impede an ongoing criminal investigation or civil litigation in which the City is participating or is prohibited by Federal or State law from disclosure.

B. A grievance shall be defined as any difference, discipline, dispute or complaint regarding the interpretation or application of the terms of this agreement. An aggrieved employee may file grievances through the Union.

C. A class action grievance may be filed by the Union if an action or dispute directly affects more than one bargaining unit employee. In order to prevent the filing of a multiplicity of grievances on the same question of interpretation or compliance where the grievance covers a question common to a number of employees, it shall set forth thereon the names of the persons of the group and the title and specific assignments of the people covered by the group grievance. In such event, the Union steward and/or one employee shall be designated by the group of employees to act as the grievant.

D. If an employee selects the grievance procedure, as hereinafter set out under this agreement, it is specifically understood that the employee has exercised his/her option and cannot thereafter process his/her complaint under any civil service appeal procedure and/or City grievance process. When the City is informed by the Union that it is representing an employee in the grievance process, the City shall not deal directly with the employee throughout the process except at the employee's specific written request. The Union shall be afforded the opportunity to be present at the resolution or determination of any grievance involving a bargaining unit member.

E. It is recognized and accepted by the Union and the City that the processing of grievances is of utmost importance and therefore grievances may be processed during employee's normal working hours without loss of wages when the absence of employees or supervisors involved is reasonable and will not be detrimental to the work programs of the City and subject to the restrictions and limitations set forth in Article 5 Provision E addressing Union Rights.

F. A Union representative may accompany a grievant at any time during the grievance procedure. The City will attempt to accommodate all parties in the processing of grievances.

13.02 Grievance Process *(See Appendix C for grievance form)*

Step 1

A. Within ten (10) working days of the occurrence of an event giving rise to the grievance, the Union will submit the grievance in writing on the appropriate form to the employee's supervisor. The written grievance, at this step and all steps thereafter, shall contain the information specified on the grievance forms. The original grievance form and all supporting documentation submitted by the Union should be completed and returned to the Union at each step of the grievance procedure. Forms will be made available to employees by the Union.

B. The supervisor will schedule a meeting with the Union within ten (10) working days after receipt of the grievance or failure of the parties to resolve the grievance. A grievant shall have a Union representative accompany him/her to the meeting with the supervisor. Discussions shall be formal for the purpose of settling differences in the simplest and most direct manner. The supervisor will provide the Union with a written answer on the grievance within ten (10) working days from the date of said meeting.

C. If the grievance is not resolved at Step 1, the Union, within ten (10) working days may appeal the grievance to Step 2.

Step 2

A. The grievance is appealed to the superintendent or his/her designee OR next level supervisor who will arrange a meeting with the Union within ten (10) working days after receipt of the grievance. The Union may have the grievant accompany him/her to the meeting with the superintendent/designee or next level supervisor to whom the employee is responsible. The superintendent/designee or next level supervisor will provide the Union with a written answer on the grievance within ten (10) working days from the date of said meeting.

B. If the grievance is not resolved at Step 2, the Union may, within ten (10) working days, appeal the grievance to Step 3.

Step 3

A. The grievance is appealed to the Department Director/Chief or his/her designee or next level supervisor who will arrange for a meeting with the Union within ten (10) working days of receipt of the grievance. Both the City and the Union shall have the right to include in its' representation such individuals as they deem necessary to develop pertinent facts. The City shall, within thirty (30) calendar days, provide a written decision to the Union after the meeting has been held. If the Union is not satisfied with the disposition of the grievance at Step 3, the grievance may be submitted to the Mayor or his/her designee.

Step 4

A. The Union may request a hearing before the Mayor/designee within ten (10) working days. After the Union has presented the grievance to the Mayor/designee, a decision will be made within twenty-one (21) calendar days whether to affirm, modify or reverse the decision rendered in the previous step. Copies of the Mayor/designee's decision shall be provided to the Union. The Mayor's decision shall be final.

13.03 Grievance Dispositions

A. When grievances are decided in favor of the Union at any steps above, decisions and effects thereof shall become effective upon agreed upon or specifically stated dates with the Union, but shall not be retroactive more than six (6) months.

B. Grievances settled at any step shall be considered final and binding.

ARTICLE 14
Payroll Deduction

14.01 Payroll Dues Deduction

A. The City agrees to withhold or deduct dues from the employee's earned wages in accordance with the authorization executed by the employee. The appropriate dues shall be withheld during each payroll cycle of the employee and remitted to the Union monthly.

B. An authorization for payroll deduction shall become effective thirty (30) days after receipt by the City's finance/payroll processing division. Changes in the authorization shall become effective thirty (30) days after receipt by the City.

C. An authorization for dues deduction may be revoked by the employee at any time and shall become effective thirty (30) days following receipt of written notice from the employee to cease the withholding. Notice must be made to the City.

ARTICLE 15
Compensation

15.01 Wages

A. The parties agree to meet annually on or before June 15th of each year, prior to the adoption of the municipal budget, to discuss wages, compensation, and benefits unless there is a multi-year agreement.

B. The parties agree that a wage committee consisting of two (2) members from the Union and two (2) members from the City shall be formed to review and discuss wages of bargaining unit employees.

C. The parties also agree that the creation and submission of budget proposals are activities that are solely within the prerogative of the City's governing authorities and the City's exercise of discretion with respect to its budgeting activities shall remain unfettered despite the provisions of this Article.

15.02 Compensation Plan

A. The purpose of the compensation plan is to provide equitable and adequate compensation for all employees. The compensation plan includes a Pay Plan, as well as supplemental retirement, insurance, and related fringe benefits.

B. The Pay Plan establishes for each classification a minimum and maximum salary rate and such intermediate rates as are considered necessary. Flat rates may be used instead of salary ranges where appropriate. The flat rate or pay range assigned to each classification shall reflect fairly the differences in the duties and responsibilities among classifications, and shall take into account rates paid by other public and private employers for comparable work, the City's compensation policies and financial condition, ability to, turnover, and other relevant factors. Each job classification shall be assigned a salary range or flat rate by the Mayor's Office and the City Council upon recommendation of the Department of Personnel Management.

15.03 Determination of Salary

A. Upon hire or promotion, salary shall be set within the appropriate pay range for the position, according to the Department of Personnel Management procedural guidelines.

B. Upon reallocation of positions, employees' salaries shall be determined within new pay ranges in accordance with Department of Personnel Management procedural guidelines.

15.04 Working Out of Classification (Acting Appointments)

A. The City may, at its discretion, appoint an employee to an acting capacity in a job classification different from that currently held by the employee.

B. Any employee who is temporarily assigned to a position in a higher classification for a period of more than ten (10) consecutive working days shall be paid at the lowest rate within the range for the higher level classification or at the rate which would be determined for a promotion, as outlined in the Department of Personnel Management procedural guidelines, whichever is greater. The employee shall not receive pay that exceeds the maximum of the range for the classification temporarily assigned.

C. Any employee who is temporarily assigned to serve and actually serves in a higher-level position must be qualified to perform the work of the higher-level classification and must perform the range of duties of the higher-level classification in order to be eligible for additional compensation.

D. Employees temporarily assigned to higher level positions for purposes of learning the job (on-the-job training) are not eligible for additional compensation. Training may not be used, however, for the purpose of avoiding pay for working out of classification.

E. No employee shall be assigned to a higher-level position entitling the employee to out-of-classification pay for a period exceeding forty-five (45) working days without approval of the Mayor's Office.

F. When no longer in the acting classification, the employee shall return to the employee's prior rate of pay, plus any adjustments to which the employee would have been entitled had he not served in the acting classification.

G. The Department of Personnel Management must be notified before an employee is assigned to work out of classification.

ARTICLE 16
Insurance

16.01 Health Insurance

A. Management agrees that the Union shall have representation on the City of Jackson Insurance Committee to include a primary and an alternate. These representatives must be participants in the City of Jackson Self-Funded Health Insurance Plan.

ARTICLE 17
Duration of Agreement

Subject to the legal right and authority of succeeding administrations to repudiate the agreement, this agreement shall be in effect for a period of two (2) years commencing on the first day the Council authorizes execution by the Mayor and terminating at 11:59 p.m. on the second (2nd) anniversary of the Council's approval.

In witness hereof, CWA Local 3511 and the City of Jackson, Mississippi have caused this agreement to be executed by their respective officers and agents who have been duly authorized.

For the City:
Jackson, Mississippi

By:_____
John Horhn
Mayor

Attest:_____

For the Union:
CWA Local 3511

By:_____
Jermaine Travis
President

Attest:_____

APPENDIX A

Bargaining Unit Job Titles

Accountant
Accounting Clerk
Accounting Tech
Administrative Assistant
Administrative Clerk
Aging Services Driver
Animal Control
Art Gallery/Center Attendant
Associate Planner
Automotive Parts Clerk
Business System Analysts
Carpenter
Case Screening Tech
Cashier
Center Coordinator
Chemist
City Hall Security/Info Assistant
Civil Engineer
Claims
Code Enforcement Officer
Communication Clerk
Community Service Coordinator
Community Service Officer
Cook
Coordinator
Crew Leader
Criminalist
Custodian
Customer Service Representative
Data Entry Clerk
Deputy City/Court Clerk
Dispatcher

Distribution Worker
Early Childhood Development Supervisor
Early Childhood Teacher/Aide
Electrician
Engineering Tech (Traffic)
Equipment Operator
Fleet Maintenance
General Craft Apprentice
GIS Tech
Golf Court Attendant
Grounds and Maintenance
Heavy Equipment Mechanic
Heavy Equipment Operator
HVAC Tech
Identification Tech
Impound Lot
Inspectors
Instrument Tech
Inventory Controller
Laborer
Lab Tech/Aide
Light Equipment Operator
Maintenance Inspector/Supervisor
Maintenance Supplier
Maintenance Worker
Marking Technician
Material Analysis
Mechanic
Meter Reader
Meter Service Repairer
Museum Curator
Nutritionist
Office Coordinator
Outreach Worker
Painter
PC Technician
Police Records Clerk

Police Record Tech
Public Safety Dispatcher
Receptionist
Recreation Aide/Coordinator
Recreation Specialist/Supervisor
Research Tech
School Crossing Guard
Secretary
Senior Aide
Sewer Systems Supervisor
Sign Tech
Signal Crew Leader
Social Worker
Storekeeper/Attendant
Street Maintenance Supervisor
Supervisor
Tele-Service Compliant Tech
Water Meter Repairer/Maintenance Worker
Water Plant Operator
Water Service Representative
Welder
Youth Outreach Workers
Zoning Inspector

APPENDIX B

FLSA DE Minimis Rule 402

[Code of Federal Regulations)
[Title 29, Volume 3]
[Revised as of July 1, 2006)
From the U.S. Government Printing Office via GPO Access
[CITE: 29CFR785.47]

[Page 651]

TITLE 29 - LABOR

CHAPTER V - WAGE AND HOUR DIVISION, DEPARTMENT OF LABOR

PART 785 - HOURS WORKED--Table of Contents

Subpart D_- Recording Working Time

Sec. 785.47 Where records show insubstantial or insignificant periods of time.

In recording working time under the Act, insubstantial or insignificant periods of time beyond the scheduled working hours, which cannot as a practical administrative matter be precisely recorded for payroll purposes, may be disregarded. The courts have held that such trifles are de minimis. (Anderson v. Mt. Clemens Pottery Co., 328 U.S. 680 (1946)) This rule applies only where there are uncertain and indefinite periods of time involved of a few seconds or minutes duration, and where the failure to count such time is due to considerations justified by industrial realities. An employer may not arbitrarily fail to count as hours worked any part, however small, of the employee's fixed or regular working time or practically ascertainable period of time he is regularly required to spend on duties assigned to him. See Glenn L. Martin Nebraska *Co.* v. Culkin, 397 F. 2d 981, 987 (C.A. 8, *1952),* cert. denied, 344 U.S. 866 (1952}, rehearing denied, 344 U.S. 888 (1952), holding that working time amounting to $1 of additional compensation a week is "not a trivial matter to a workingman," and was not de minimis; Addison v , Huron Stevedoring Corp., 204 F. 2d 88, 95 (C.A. 2, 1953), cert. denied 346 U.S. 877, holding that "To disregard workweeks for which less than a dollar is due will produce capricious and unfair results." Hawkins v. E.I. du Pont de Nemours & Co., 12 W.H. Cases 448, 27 Labor Cases, para. 69,094 (E.D. Va., 1955), holding that 10 minutes a day is not de minimis.

APPENDIX C



CWA Local 3511 and City of Jackson

Grievance Authorization

****

The employee agrees and understands that this grievance procedure shall be exclusive and by using this procedure, rights to seek relief from the Civil Service Commission or the City of Jackson's Grievance procedure are waived. Employee voluntarily elects to seek redress using the procedure in the bargaining agreement between CWA Local 3511 and the City of Jackson.

****

Employee Name: _____

Job Title:

_____

Department: _____

Work Location Address:

_____

Supervisor Name: _____

I hereby elect to use the grievance procedure outlined in the Working Agreement between the Union and the City in lieu of any other alternatives available to me to seek redress. I give consent to the inspection by any authorized Union representative of any records kept by the City which may affect the conditions of my employment or any other information which may be relevant and necessary to allow the Union to protect my rights under the Working Agreement between the Union and the City.

Employee Signature: _____

Date: _____

CWA Local 3511 & City of Jackson – Grievance Record

NAME: _____
DATE: _____
DEPT/DIV: _____
JOB CLASSIFICATION: _____
ADDRESS: _____
TELEPHONE #: _____

GRIEVANCE STATEMENT

(Include identity of grievant and witnesses, if any) Attach additional sheets if necessary.

RELIEF SOUGHT

Grievant's Signature: _____
(or individual filing on behalf of grievant)

DECISION OF IMMEDIATE SUPERVISOR

Supervisor's Signature: _____ Date: _____

Employee Answer:
_____ Yes, I am satisfied with the answer to my grievance.
_____ No, I am not satisfied with the answer to my grievance and wish to have it advanced to the next step.

SECOND STEP

Reply to Employee Grievance, Next Level of Management

Supervisor's Signature: _____ Date: _____

Employee Answer:

_____ Yes, I am satisfied with the answer to my grievance.

_____ No, I am not satisfied with the answer to my grievance and wish to have it advanced to the next step.

THIRD STEP

Reply to Employee Grievance, Next Level of Management

Supervisor's Signature: _____ Date: _____

Employee Answer:

_____ Yes, I am satisfied with the answer to my grievance.

_____ No, I am not satisfied with the answer to my grievance and wish to have it advanced to the next step.

FOURTH STEP

Mayor's Decision

Signature: _____ Date: _____

Job	0695
Sender	ymanogin
Title	W-9 (HNP) (2).pdf
Interface	Network
Language	PCLXL
Date	14:47:57 MAY 26 2026

Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

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.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See *Specific Instructions* on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

Hellman Nisbett Polk, P.A.

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

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor ☑ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate

☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . .

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☐ Other (see instructions)

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any)

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any)

(Applies to accounts maintained outside the United States.)

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . ☐

5 Address (number, street, and apt. or suite no.). See instructions.

4266 I-55 North, Suite 106

Requester's name and address (optional)

6 City, state, and ZIP code

Jackson, MS 39211

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–			–				

or

Employer identification number

0	3	–	0	5	2	2	7	8	9

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person [signature] Date 10/15/25

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

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ORDER RATIFYING THE APPLICATION FOR THE EXXONMOBIL PIPELINE COMMUNITY GRANT IN THE AMOUNT OF EIGHT THOUSAND FOUR HUNDRED AND FOURTEEN DOLLARS AND AUTHORIZING THE MAYOR TO EXECUTE ANY AND ALL DOCUMENTS NEEDED TO EFFECTUATE THE RECEIPT AND USE OF THE GRANT FUNDS

WHEREAS, the City of Jackson Fire Department (JFD) applied for the ExxonMobil Pipeline Community Grant on or about April 7, 2026. ExxonMobil Pipeline Company supports local tax-exempt community programs, education initiatives, and environmental projects, which include charitable contributions to local schools, civic organizations, and first responders. The ExxonMobil Pipeline Community Grant award is for a maximum of Ten Thousand Dollars ($10,000), and the JFD applied for an amount of Eight Thousand Four Hundred Fourteen Dollars (8,414.00); and,

WHEREAS, if awarded, JFD will utilize the funds for a project to purchase at least one Econo Pack Skid Unit. The skid unit is a single one-piece assembly that can be placed on an ATV or truck, and used for flowing water on a car fire, brush fires, or wildfire. This skid unit will be placed on one of the Jackson Fire Department All Terrain Vehicles; and,

WHEREAS, it is in the best interests of the City of Jackson that the City of Jackson Fire Department application for this grant in the amount of Eight Thousand Four Hundred Fourteen Dollars (8,414.00), as outlined above, be ratified and that the Mayor be authorized to execute any and all documents needed to effectuate the receipt and use of the grant money.

IT IS HEREBY ORDERED that the ExxonMobil Pipeline Community Grant is ratified, and if funds are awarded, the funds shall be accepted and used by the Jackson Fire Department as outlined above in this Order and in the award packet, if awarded.

IT IS FURTHER ORDERED that the Mayor is authorized to execute all documents needed to effectuate the receipt and use of this grant money.

Agenda Item # 29
July 28, 2026
(Thomas, Horhn)

Office of the City Attorney

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

OFFICE OF THE CITY ATTORNEY

This **ORDER RATIFYING THE APPLICATION FOR THE EXXONMOBIL PIPELINE COMMUNITY GRANT IN THE AMOUNT OF EIGHT THOUSAND FOUR HUNDRED AND FOURTEEN DOLLARS AND AUTHORIZING THE MAYOR TO EXECUTE ANY AND ALL DOCUMENTS NEEDED TO EFFECTUATE THE RECEIPT AND USE OF THE ABOVE GRANT FUNDS** is legally sufficient for placement in NOVUS Agenda.

Sondra O. Moncure

Sondra Moncure, *Special Assistant*
Megan Bennett, *Deputy City Attorney* MB

5/8/24
Date

Approval to Apply for Grant Form

Request by: Division Chief Steven Wood

Department/Program: Jackson Fire Department

Date of Request: 03/24/2026

Grant Information

Grantor/Funding Agency:	ExxonMobil Pipeline
Grant Title/Opportunity:	ExxonMobil Pipeline Community Grant
Application Due Date:	04/01/2026
Maximum Award Amount:	$10,000.00
Match Requirement (if any):N/A	$ or %

Project Information

Project Title:	Econo Pack Skid Unit
Brief Project Description (2–3 sentences):	If awarded this skid unit will be placed on one of the Jackson Fire Departments ATV's. This skid unit will be used to extinguish woods/brush fires.
Total Project Cost:	$8,414.00
	$

Organizational Impact

Fits within strategic priorities/mission

Staffing capacity available to manage project & reporting

Current budget has approproated (match, indirect, ongoing costs)

Requires new hires or significant resource commitments

Approvals

Prepared by (Grant Writer/Applicant):	Name: Steven Wood	Signature: [signature]	Date: 3-25-26
Department/Program Director:	Name: [illegible]	Signature: [signature]	Date: 3-25-26
Finance/Accounting Review:	Name:	Signature:	Date:
Mayor Approval (if required	Name:	Signature:	Date:

Approval to Apply for Grant Form

Request by: Division Chief Steven Wood

Department/Program: Jackson Fire Department

Date of Request: 03/24/2026

Grant Information

Grantor/Funding Agency:	ExxonMobil Pipeline
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Organizational Impact

Fits within strategic priorities/mission
Staffing capacity available to manage project & reporting
Current budget has approproated (match, indirect, ongoing costs)
Requires new hires or significant resource commitments

Approvals

Prepared by (Grant Writer/Applicant):	Name: Steven Wood	Signature: SWL	Date:	3-25-26
Department/Program Director:	Name: [illegible]	Signature: [illegible]	Date:	3-25-26
Finance/Accounting Review:	Name:	Signature:	Date:	
Mayor Approval (if required	Name:	Signature:	Date:	

Board Approval (if required):	Name/Title: _____ Signature: _____ Date:

Office of Mayor
John Horhn, Mayor

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

MEMORANDUM

TO: All Department Directors and Division Heads
FROM: Office of the Mayor
DATE: August 29, 2025
SUBJECT: Standardized Process for Grant Applications and Grant Management

---

To ensure accountability, transparency, and effective coordination of all grants sought or received on behalf of the City of Jackson, this memorandum establishes a two-step process for all Departments applying for grants.

Step 1 – Grant Approval Request

- Before any grant application is submitted on behalf of the City or its Departments, a Grant Approval Request Form must be completed.
- This form should first be submitted to the Grants Division for eligibility verification and review of required obligations.
- Once reviewed, the form must then be signed and approved by the designated officials, including but not limited to the Chief Financial Officer (CFO) or their designee, for financial and compliance verification.

Step 2 – Submission & Compliance Checklist

- After approval, Departments must submit the completed Grant Submission Checklist to the Grants Division.
- The checklist will serve as official recordkeeping, ensuring that submission requirements are complete and that all obligations associated with the grant are monitored.
- The Grants Division will also use this documentation to create and maintain a centralized calendar of annual reporting deadlines, compliance requirements, and evaluation schedules.
- **Mayor's Signature Requirement:** Departments must confirm whether the Mayor's signature is required for the grant submission. If the Mayor's signature is necessary, staff must verify that the City Council has authorized the Mayor to execute the grant submission through an official Order. This step must be completed before forwarding the grant for signature. Departments with questions regarding this process should consult directly with the Office of the City Attorney.

Purpose of this Process

This two-step system is designed to:

- Eliminate duplication of effort and improve coordination among Departments.
- Ensure compliance with City financial and administrative standards.

Office of Mayor
John Horhn, Mayor

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

- Provide the City with a comprehensive and accurate accounting of all active and applied-for grant funding.
- Strengthen monitoring, accountability, and reporting to meet local, state, federal, and funding agency requirements.

All Departments are required to comply with this process effective immediately. Non-compliance may result in denial of grant submissions until proper authorization has been secured.

Please ensure that your leadership teams and grant managers are made aware of this requirement. The draft Grant Approval Request Form and Grant Checklist are attached for your use.

For questions or clarification, please contact the Grants Division.

Thank you for your commitment to moving Jackson forward through greater coordination and accountability in our grant management process.

John Horhn, Mayor
City of Jackson, MS

THE CITY OF
JACKSON
MISSISSIPPI

JACKSON FIRE DEPARTMENT

MEMORANDUM

TO: John Horhn, Mayor

FROM: RaSean Thomas, Fire Chief

DATE: March 31, 2026

RE: ExxonMobil Pipeline Community Grant

The attached agenda item is to request permission to apply for the ExxonMobil Pipeline Community Grant in the amount of $10,000.

Should you have any questions or need additional information, please let me know.

RT/at

555 South West Street | P.O. Box 17
Jackson, Mississippi 39205-0017
601-960-1392

www.jacksonms.gov

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

	POINTS	COMMENTS
1.	**Brief Description/Purpose**	**ORDER REQUESTING PERMISSION TO APPLY FOR THE EXXONMOIL PIPELINE COMMUNITY GRANT IN THE AMOUNT OF TEN THOUSAND DOLLARS ($10,000.00) AND AUTHORIZING THE MAYOR TO EXECUTE ANY AND ALL DOCUMENTS NEEDED TO EFFECTUATE THE RECEIPT AND USE OF THE ABOVE GRANT FUNDS**
2.	**Purpose**	Permission to apply for ExxonMobil Pipeline Community Grant
3.	**Who will be affected**	Jackson Fire Department
4.	**Benefits**	
5.	**Schedule (beginning date)**	Upon approval by Council
6.	**Location:** ▪ **WARD** ▪ **CITYWIDE (yes or no) (area)** ▪ **Project limits if applicable**	CITYWIDE
7.	**Action implemented by:** ▪ **City Department** ☐ ▪ **Consultant** ☐	Jackson Fire Department
8.	**COST**	$10,000
9.	**Source of Funding** ▪ **General Fund** ☐ ▪ **Grant** ☐ ▪ **Bond** ☐ ▪ **Other** ☐	
10.	**EBO participation**	ABE _____% WAIVER yes ___ no ___ N/A ___ AABE _____% WAIVER yes ___ no ___ N/A ___ WBE _____% WAIVER yes ___ no ___ N/A ___ HBE _____% WAIVER yes ___ no ___ N/A ___ NABE _____% WAIVER yes ___ no ___ N/A ___

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OFFICE OF THE CITY ATTORNEY
7/28/26

ORDER ACCEPTING THE BID OF THE SOUTHERN CONNECTION, LLC FOR THE UPFITTING OF EIGHT (8) DODGE DURANGO PATROL VEHICLES ON BEHALF OF THE JACKSON POLICE DEPARTMENT AND AUTHORIZING THE CITY OFFICIALS TO EXECUTE ALL DOCUMENTS NECESSARY TO COMPLETE THE PROCUREMENT

WHEREAS, the Jackson Police Department (JPD) requests the governing authority to award of a bid to The Southern Connection, LLC for the upfitting of eight (8) Dodge Durango patrol vehicles with reliable, standardized emergency equipment that supports patrol operations, officer safety, and the delivery of public safety services within the city of Jackson; and,

WHEREAS, consistent with Miss. Code Ann. § 31-7-13, the JPD advertised for competitive bids and utilized a reverse auction administered through PH Bidding Group. Two (2) qualified vendors submitted responsive bids:

Response No. 1: The Southern Connection, LLC, located at 274 Commerce Park Dr., Ridgeland, MS 39157; total bid of $170,976.00 ($21,372.00 per vehicle); complete the upfit of each vehicle within three (3) days following delivery of the required equipment; and,

Response No. 2: Emergency Equipment Professionals, Inc., located at 109 Aero Smith Dr., Richland, MS 39218; total bid of $186,520.00 ($23,315.00 per vehicle); complete the upfit within 3-4 weeks; and,

WHEREAS, The Southern Connection, LLC's total bid of $170,976.00 is $15,544.00 lower than the only other responsive bid and includes a commitment to complete each vehicle upfit within three (3) days of equipment delivery. Based upon this competitive pricing review of two qualified vendors, the governing authority determines The Southern Connection, LLC is the lowest and best bid and that it is in the City's best interest to award this contract to The Southern Connection, LLC; and,

WHEREAS, The Southern Connection, LLC represents that it has the knowledge, equipment, and expertise to furnish and install the emergency equipment set forth in the accepted bid schedule, which is attached and fully incorporated into the minutes; and,

WHEREAS, the award directly benefits JPD's operations and promotes the public interest by returning marked units to service more quickly and standardizing the emergency equipment across the patrol fleet; and,

WHEREAS, the essential terms of the award are as follows:

1. The total cost of the award is a fixed amount not to exceed one hundred seventy thousand nine hundred seventy-six dollars and zero cents ($170,976.00), representing $21,372.00 per vehicle for eight (8) Dodge Durango patrol vehicles;
2. The scope of work includes furnishing and installing all emergency equipment itemized in the accepted bid schedule, including lighting, siren and speaker systems, prisoner partitions, weapon mounts, mobile data platforms, graphics, and all associated wiring and installation

Agenda Item # 30
July 28, 2026
(Brackney, Horhn)

3. The Southern Connection, LLC shall complete the upfit of each vehicle within three (3) days following delivery of the required equipment;

4. The contract shall be for a period of one year from the date of award, purchase order, or fully executed agreement, as determined by the City. During the contract term, the City may issue purchase orders or work authorizations for individual vehicles on an as-needed basis. The City may, at its sole option and subject to governing authority approval, renew the contract for additional one-year periods upon mutual written agreement of the City and the awarded vendor;

and,

WHEREAS, funding for this procurement is available within JPD's approved appropriation for the current fiscal year, and no additional appropriation is required; and,

WHEREAS, Miss. Code Ann. § 21-17-5 provides that the governing authorities of every municipality of this state shall have the care, management, and control of municipal affairs.

IT IS THEREFORE ORDERED that the governing authorities accept the bid of The Southern Connection, LLC for the upfitting of eight (8) Dodge Durango patrol vehicles, as the lowest and best responsive bid, in a total amount not to exceed $170,976.00, and authorize City officials to execute all documents necessary to complete the procurement.

IT IS FURTHER ORDERED that JPD is authorized to pay invoices received, not to exceed $170,976.00, in accordance with state law.

IT IS FURTHER ORDERED that the reverse auction bid tabulation and accepted bid schedule attached to these minutes are hereby incorporated fully as if recited herein.

Agenda Item: _____
Date:
By: Brackney, Horhn

labor with the following prices quoted by The Southern Connection, LLC for the upfitting of each (1) Dodge Durango patrol vehicle:

#	Item Description	Qty	Unit Price	Total Price
1	FS Spectra Lux ILS – Front Visor (SIFMJS-DUR16-P3)	1	$700.00	$700.00
2	FS Spectra Lux ILS – Rear Visor (SIFMJH-DUR18-P3)	1	$700.00	$700.00
3	FS Pathfinder Siren Remote Knob (PF200R)	1	$860.00	$860.00
4	FS 100W Speaker (ES100C)	2	$200.00	$400.00
5	FS Speaker Bracket	1	$40.00	$40.00
6	FS MicroPulse Ultra (MPS62U-BW) – PB front (2) + PB sides (2) + tag (2)	6	$115.00	$690.00
7	FS Corner LED, Dual	2	$100.00	$200.00
8	SOS SL Brackets – Vehicle Brackets	2	$27.00	$54.00
9	SOS SL Running Light, 61"	2	$360.00	$720.00
10	FS 416300 Series Flush Mounts	2	$80.00	$160.00
11	Heise LED Marine Light Bar, 30", 2-Row	1	$230.00	$230.00
12	FS OBD Cable	1	$128.00	$128.00
13	Jotto Gun Rack Partition, Dual Single Weapon (475-1760)	1	$288.00	$288.00
14	Power Distribution System (complete, per vehicle)	1	$100.00	$100.00
15	ATC 6 Fuse Block	1	$25.00	$25.00
16	Jotto Desk Patriot Partition, Space-Saver (475-0965)	1	$962.00	$962.00
17	Cargo Barrier, Jotto CB4 (475-0822)	1	$556.00	$556.00
18	Magnetic Mic Mount (MMSU-1)	1	$42.00	$42.00
19	Hammerhead Push Bumper Center	1	$431.00	$431.00
20	Hammerhead PB Wings	1	$387.00	$387.00
21	Hammerhead PB Brackets	1	$161.00	$161.00
22	Motorola Antenna, Phantom Elite	1	$65.00	$65.00
23	Motorola Power Harness Kit	1	$220.00	$220.00
24	FS Expansion Module, 24-Output (EXPMOD24)	1	$245.00	$245.00
25	Jotto Window Guards, Bar Style (475-1417)	1	$372.00	$372.00
26	Graphic Art – Full Striping	1	$1,500.00	$1,500.00
27	Gamber Johnson Docking Station – FZ56 (GJ-56LVDL0L)	1	$980.00	$980.00
28	Gamber Johnson Console Box Kit w/ Mongoose XLE 9"	1	$1,390.00	$1,390.00
29	Panasonic Toughbook FZ-56	1	$2,950.00	$2,950.00
30	Panasonic ToughCare / Protection Plus Warranty 3yr	1	$294.00	$294.00
31	Brother PocketJet PJ822/PJ823 Kit w/ Cables (PJ822D1Y14W)	1	$420.00	$420.00
32	Brother Printer USB Cable (not needed)	1	$0.00	$0.00
33	Brother Power Adapter, Car Power Port (not needed)	1	$0.00	$0.00
34	Panasonic Bar Code Reader	1	$700.00	$700.00
35	E-Seek CN8000 USB Smart Cable (not needed)	1	$0.00	$0.00
36	GPS Receiver (BU-353N)	1	$60.00	$60.00
37	Gamber Johnson Mounting Plate (7160-0546)	1	$42.00	$42.00
38	FS Allegiant Lightbar	1	$1,300.00	$1,300.00
39	Vehicle Installation & Labor	1	$3,000.00	$3,000.00
			Total Bid Price (Per Vehicle)	**$21,372.00**
			Total Award, Eight (8) Vehicles	**$170,976.00**

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

DATE: July 14, 2026

POINTS		COMMENTS
1.	**Brief Description/Purpose**	ORDER ACCEPTING THE BID OF THE SOUTHERN CONNECTION FOR THE UPFITTING OF EIGHT (8) DODGE DURANGO PATROL VEHICLES ON BEHALF OF THE JACKSON POLICE DEPARTMENT AND AUTHORIZING THE CITY OFFICIALS TO EXECUTE ALL DOCUMENTS NECESSARY TO COMPLETE THE PROCUREMENT
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, Neighborhood Enhancement
3.	**Who will be affected**	The Jackson Police Department
4.	**Benefits**	Standardizes the patrol fleet's emergency equipment, improves officer safety and operational readiness, and secures the lowest and best pricing for the required scope through a competitive reverse auction.
5.	**Schedule (beginning date)**	Upon council approval
6.	**Location:** - WARD - CITYWIDE (yes or no) (area) - Project limits if applicable	City in General
7.	**Action implemented by:** - City Department - Consultant	Jackson Police Department
8.	**COST**	**Not to exceed $170,976.00 ($21,372.00 per vehicle for eight vehicles).**
9.	**Source of Funding** - General Fund - Grant - Bond - Other	**Account # 001.442.40.6855**
10.	**EBO participation**	ABE _____% WAIVER yes ___ no ___ N/A _____ AABE _____% WAIVER yes ___ no ___ N/A _____ WBE _____% WAIVER yes ___ no ___ N/A _____ HBE _____% WAIVER yes ___ no ___ N/A _____ NABE _____% WAIVER yes ___ no ___ N/A _____

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 ATTO

OFFICE OF THE CITY ATTORNEY

This **ORDER ACCEPTING THE BID OF THE SOUTHERN CONNECTION FOR UPFITTING OF EIGHT (8) DODGE DURANGO PATROL VEHICLES ON BEHALF OF THE JACKSON POLICE DEPARTMENT AND AUTHORIZING THE CITY OFFICIALS TO EXECUTE ALL DOCUMENTS NECESSARY TO COMPLETE THE PROCUREMENT** is legally sufficient for placement in NOVUS Agenda.

Sondra O. Moncure 7/21/26

Sondra Moncure, *Special Assistant* **Date**
Chelsea Chicosky, *Deputy City Attorney*

RaShall Brackney, Ph.D.
Chief of Police
Jackson Police Department
Leadership • Integrity • Accountability

MEMORANDUM COP# 32-2026

To: **John Horhn**
Mayor

From: **RaShall Brackney, Ph.D.,**
Chief of Police 7.14.26

Date: **Wednesday, July 8, 2026**

Re: **Agenda Item: Award of Police Vehicle Upfit Bid to The Southern Connection**

I respectfully request that the attached agenda item be placed on the next City Council agenda for consideration. The item seeks approval to accept The Southern Connection's bid for the upfitting of eight (8) Dodge Durango patrol vehicles, in a total amount not to exceed $170,976.00, or $21,372.00 per vehicle.

The award follows a competitive procurement conducted in accordance with Miss. Code Ann. § 31-7-13. Two qualified vendors submitted responsive bids and participated in a reverse auction on July 14, 2026. The Southern Connection was determined to be the lowest and best bidder, coming in $15,544.00 below the only other responsive bid while committing to complete each vehicle within three (3) days of equipment delivery.

This upfit reflects my vision of a fully equipped police vehicle, one that is defined and exemplified by modern technology. Each unit integrates a complete mobile data platform, including a ruggedized in-car computer, docking and mounting systems, GPS, in-vehicle printing, and barcode capture, together with advanced emergency lighting, siren, and officer safety equipment. As a standardized, technology-forward patrol unit, this configuration strengthens officer safety, situational awareness, and the efficient delivery of public safety services to the citizens of Jackson.

Funding is available within the Department's approved appropriation, and no additional appropriation is requested. I am confident this investment advances both our immediate operational readiness and the long-term modernization of the fleet.

RaShall Brackney, Ph.D., Chief of Police

The Southern Connection

Quantities reflect one (1) Dodge Durango patrol vehicle

Price Breakdown

#	Item Description	Qty	Price Per Unit	Total Price
1	FS Spectra Lux ILS – Front Visor (SIFMJS-DUR16-P3)	1	$ 700.00	$ 700.00
2	FS Spectra Lux ILS – Rear Visor (SIFMJH-DUR18-P3)	1	$ 700.00	$ 700.00
3	FS Pathfinder Siren Remote Knob (PF200R)	1	$ 860.00	$ 860.00
4	FS 100W Speaker (ES100C)	2	$ 200.00	$ 400.00
5	FS Speaker Bracket	1	$ 40.00	$ 40.00
6	FS MicroPulse Ultra (MPS62U-BW) – PB front (2) +PB sides (2) + tag (2)	6	$ 115.00	$ 690.00
7	FS Corner LED, Dual	2	$ 100.00	$ 200.00
8	SOS SL Brackets – Vehicle Brackets	2	$ 27.00	$ 54.00
9	SOS SL Running Light, 61"	2	$ 360.00	$ 720.00
10	FS 416300 Series Flush Mounts	2	$ 80.00	$ 160.00
11	Heise LED Marine Light Bar, 30", 2-Row	1	$ 230.00	$ 230.00
12	FS OBD Cable	1	$ 128.00	$ 128.00
13	Jotto Gun Rack Partition, Dual Single Weapon (475-1760)	1	$ 288.00	$ 288.00
14	Power Distribution System (complete, per vehicle)	1	$ 100.00	$ 100.00
15	ATC 6 Fuse Block	1	$ 25.00	$ 25.00
16	Jotto Desk Patriot Partition, Space-Saver (475-0965)	1	$ 962.00	$ 962.00
17	Cargo Barrier, Jotto CB4 (475-0822)	1	$ 556.00	$ 556.00
18	Magnetic Mic Mount (MMSU-1)	1	$ 42.00	$ 42.00
19	Hammerhead Push Bumper Center	1	$ 431.00	$ 431.00
20	Hammerhead PB Wings	1	$ 387.00	$ 387.00
21	Hammerhead PB Brackets	1	$ 161.00	$ 161.00
22	Motorola Antenna, Phantom Elite	1	$ 65.00	$ 65.00
23	Motorola Power Harness Kit	1	$ 220.00	$ 220.00
24	FS Expansion Module, 24-Output (EXPMOD24)	1	$ 245.00	$ 245.00
25	Jotto Window Guards, Bar Style (475-1417)	1	$ 372.00	$ 372.00
26	Graphic Art – Full Striping	1	$ 1,500.00	$ 1,500.00
27	Gamber Johnson Docking Station – FZ56 (GJ-56LVDL0L)	1	$ 980.00	$ 980.00
28	Gamber Johnson Console Box Kit w/ Mongoose XLE 9"	1	$ 1,390.00	$ 1,390.00
29	Panasonic Toughbook FZ-56	1	$ 2,950.00	$ 2,950.00
30	Panasonic ToughCare / Protection Plus Warranty 3yr	1	$ 294.00	$ 294.00
31	Brother PocketJet PJ822/PJ823 KIT W/ CABLES (PJ822D1Y14W)	1	$ 420.00	$ 420.00
32	Brother Printer USB Cable *NOT NEEDED*	1	$ -	$ -
33	Brother Power Adapter, Car Power Port *NOT NEEDED*	1	$ -	$ -
34	Panasonic Bar Code Reader	1	$ 700.00	$ 700.00
35	E-Seek CN8000 USB Smart Cable *NOT NEEDED*	1	$ -	$ -
36	GPS Receiver (BU-353N)	1	$ 60.00	$ 60.00
37	Gamber Johnson Mounting Plate (7160-0546)	1	$ 42.00	$ 42.00
38	FS Allegiant Lightbar	1	$ 1,300.00	$ 1,300.00
39	Vehicle Installation & Labor	1	$ 3,000.00	$ 3,000.00
Total Bid Price (Per Vehicle)				**$ 21,372.00**
Number of Days to Upfit Each Vehicle				**Complete Upfit 3 Days after Delivery of Equipment (Per Vehicle)**

Name	Name Type
THE SOUTHERN CONNECTION, LLC	Legal

Business Information

Business Type:	Limited Liability Company
Business ID:	743115
Status:	Good Standing
Effective Date:	12/15/2003
State of Incorporation:	Mississippi
Principal Office Address:	

Registered Agent

Name
Bryan Wheeler
274 Commerce Park Drive, Suite M
RIDGELAND, MS 39157

Officers & Directors

Name	Title
Bryan Wheeler 274 Commerce Park Drive, Suite M Ridgeland, MS 39157	Member
Kellie Wheeler 274 Commerce Park Drive, Suite M Ridgeland, MS 39157	Member
Josh Wheeler 274 Commerce Park Drive, Suite M Ridgeland, MS 39157	

Reverse Auction Bid Tabulation

City of Jackson, Mississippi

Police Vehicle Upfits

Tuesday, July 14, 2026

Reverse Auction Start Date / Time	**10:00:00 AM**
Reverse Auction End Date / Time	**10:30:00 AM**

Bid Summary

Vendor	Price Per Vehicle	Price for 8 Vehicles	Delivery Time Per Vehicle
The Southern Connection	$ 21,372.00	$ 170,976.00	Complete Upfit 3 days after delivery of equipment (Per Vehicle)
Emergency Equipment Professionals	$ 23,315.00	$ 186,520.00	6 Weeks to get equipment in after we get the PO. Should be complete in 3-4 weeks.(Per vehicle)

REQUEST FOR UNPRICED PROPOSALS
For the procurement of

Police Vehicle Upfits

A Reverse Auction Event
For

City of Jackson

Hosted By:

Publication Dates: June 18, 2026, and June 25, 2026

Unpriced Responses Due: July 9, 2026, at 10:00 AM

Reverse Auction: July 14, 2026, at 10:00 AM

ADVERTISEMENT FOR BIDS

NOTICE is hereby given that the City Council of the City of Jackson will receive unpriced proposals for prequalification until **10:00 AM on July 9 2026**, to furnish the City of Jackson's requirements for the following:

POLICE VEHICLE UPFITS

Copies of the Bid Package are available for free download at www.jacksonmsbids.com. Documents must be downloaded through the website to be on the official plan holders list. For questions regarding website accessibility or obtaining bid documents, please contact PH Bidding Group at 662-407-0195 or via email at bids@phbidding.com.

Unpriced proposals shall be submitted through the bid site. Responses will be reviewed and vendors meeting the requirements in the bid package will be invited to participate in the online reverse auction, which will be held on **July 14, 2026, at 10:00 a.m**. Pricing will only be received by approved bidders through the online reverse auction.

Bid preparation will be in accordance with the Instructions to Bidders bound in the Documents. The City of Jackson reserves the right to waive irregularities and to reject any and/or all bids.

Minority and women's business enterprises are solicited to bid on this contract as prime bidders and are encouraged to make inquiries regarding potential subcontracting opportunities and equipment, material, and/or supply needs.

Any contract or contracts awarded under this invitation for bids are expected to be funded in whole by the City of Jackson. This procurement will be subject to the provisions of Section 31-7-13 of the Mississippi Code of 1972.

CITY OF JACKSON

_____

Monica Oliver, Purchasing Manager

PUBLISH: June 18, 2026, and June 25, 2026

INFORMATION FOR BIDDERS

POLICE VEHICLE UPFITS
CITY OF JACKSON, MISSISSIPPI

1. Scope and Intent

The City of Jackson is soliciting unpriced bid proposals for the installation of police vehicle upfitting equipment. All proposed equipment must be equal to or exceed the performance, capacity, durability, and safety features of the specified basis of design.

The intent of this solicitation is to obtain a complete, turnkey law-enforcement vehicle upfit, including all labor, materials, equipment, wiring, programming, testing, documentation, and delivery necessary to place each vehicle into full operational service.

The contract shall be for a period of one year from the date of award, purchase order, or fully executed agreement, as determined by the City. During the contract term, the City may issue purchase orders or work authorizations for individual vehicles on an as-needed basis. The initial award is expected to include eight (8) City-provided Dodge Durango vehicles. The City does not guarantee any additional vehicles beyond the initial eight (8) during the one-year contract term. The City may, at its sole option and subject to governing authority approval, renew the contract for additional one-year periods upon mutual written agreement of the City and awarded vendor.

2. Procurement Method – Multi-Step with Reverse Auction

This is a multi-step competitive procurement:

A. Phase One: Unpriced Technical Proposal

- Vendors submit the completed Specification Response Form, descriptive literature, warranty information, and other required documentation.
- The City of Jackson will evaluate submissions for compliance with minimum specifications and overall acceptability.
- Only vendors whose equipment is found compliant or reasonably capable of being made compliant will be approved to proceed.

B. Phase Two: Online Reverse Auction (Pricing Phase)

- PH Bidding Group will issue detailed instructions and login credentials to approved vendors.
- Vendors will submit pricing only through the reverse auction platform at the scheduled date and time.
- Bidders will see their ranking but not competitors' prices. The event may automatically extend if bids are placed near closing, per PH Bidding Group's standard rules.
- No pricing of any kind is to be included with the unpriced proposal. Pricing will only be accepted through the Reverse Auction by bidders that are approved to participate.

3. General Requirements

A. All items shall be new, current production, and covered by full manufacturer warranty and support.

B. All equipment shall be shipped FOB Destination, City of Jackson, Mississippi, with all freight and delivery charges prepaid by the vendor.

C. The bidder bears the burden of demonstrating compliance with specifications through literature, technical data, and completed response forms.

D. Any exceptions or deviations from the specifications must be clearly stated on a separate sheet and referenced in the Specification Response Form.

E. The City of Jackson will not accept escalation clauses, fuel surcharges, or other add-on fees beyond the bid price.

F. Any proposed equivalent shall identify the specified item being replaced, proposed manufacturer/model, technical data, warranty, and explanation of equal or superior performance. Failure to clearly identify substitutions may result in rejection of the proposal or require the vendor to furnish the specified item at the awarded price.

4. Evaluation Criteria

Technical proposals will be evaluated for responsiveness, responsibility, and compliance with the minimum specifications. Only bidders determined to be technically acceptable and responsible will be invited to participate in the reverse auction. Following the reverse auction, award may be made to the lowest-priced responsible bidder whose proposal meets the specifications and is determined to be in the best interest of the city.

5. Submission of Unpriced Technical Proposals

To be considered for an invitation to participate in the Reverse Auction and potential award for this project, bidders must submit all required documentation as outlined in the Information for Bidders.

A. Proposal Submission and Evaluation

Proposals may be opened at any time after receipt. Once opened, all proposals will be taken under advisement. The City of Jackson reserves the right to conduct written and/or oral discussions with potential bidders as part of the evaluation process.

B. Reverse Auction Process

Only vendors approved through the multi-step qualification process will be permitted to submit pricing through the Reverse Auction. Unpriced technical proposals may be opened at any time after receipt and will be evaluated under advisement. The City of Jackson reserves the right to determine the responsiveness of all offers and proposals, waive minor informalities or irregularities, reject any or all proposals, and invite priced bids only from those companies deemed most advantageous to the buyer.

C. Proposal Conditions

By submitting a proposal, bidders acknowledge that they have read, understood, and agree to comply with all specifications as written. Proposal modifications, alterations, or corrections received after the specified closing time will not be considered. All proposals must remain valid for at least sixty (60) days from the date of opening. The City of Jackson is a tax-exempt government entity.

D. Signature and Submission Requirements

Unpriced technical proposals must be signed by an owner, authorized officer, or manager of the bidding company. It is the bidder's responsibility to ensure that complete and timely proposals, including all required documentation, are received. Late or incomplete proposals will not be considered.

E. Reverse Auction Invitation

Bidders selected to participate in the Reverse Auction will receive detailed instructions outlining the bidding process and submission requirements for priced bids.

6. INSTRUCTIONS FOR ELECTRONIC SUBMISSIONS

The following information applies to all proposals. The preferred submission method is electronic submission through www.jacksonmsbids.com

A. Unpriced Proposal Submission (Electronic Submission)

To submit your unpriced proposal electronically, follow the steps below:

1. **Prepare Documents**
   a. Scan all required documentation into a single PDF file.
2. **Access the Bid Portal**
   a. Go to www.jacksonmsbids.com
   b. Log in using your credentials.
   c. On the left side of the homepage, click "Public Bids."
   d. Select the appropriate bid solicitation you wish to participate in.
   e. Click the "Submit Bid" tab.
3. **Upload Your Documents**
   a. Complete or verify your profile information.
   b. Under the "PDF Attachments" section, drag and drop your PDF file into the upload box, or click "click here" to browse and upload your file manually.
4. **Review and Submit**
   a. Under the "Review and Verify" section, check the box to agree to the terms and conditions.
   b. Click "Submit" when you are ready to finalize your submission.
5. **Confirmation**
   a. A confirmation message will appear once your proposal has been successfully submitted.
   b. Important: If you do not receive confirmation, your submission was not received.
      - For assistance, contact bids@phbidding.com or call (662) 407-0195.
6. **After Submission**
   a. Once the submission deadline has passed, the City of Jackson will review all proposals.
   b. You may revise or withdraw your submission at any time before the official bid opening deadline.
   c. Approved bidders will be invited to participate in the reverse auction phase.

B. Required Submission Documents

Your unpriced proposal must include the following as a **SINGLE PDF FILE:**

1. Completed Specification Response Form
2. Product Specifications and Brochures
3. Warranty Information
4. Vendor Information
5. PH Bidding Supplier Agreement
6. Any additional information you wish the City of Jackson to consider

7. Opening and Review of Proposals

Unpriced proposals may be opened any time after receipt and will be taken under advisement. The City of Jackson may conduct written and/or oral discussions with vendors as part of the evaluation process.

Only vendors determined to be responsive and technically acceptable will be invited to participate in the reverse auction pricing phase.

8. REVERSE AUCTION

The reverse auction will be conducted on **July 14, 2026, at 10:00 AM CST**, through the following platform: www.phbidding.procureclix.com

- A separate registration is required to access the reverse auction platform. Vendors approved to participate will receive detailed registration instructions and login credentials prior to the auction.
- Final reverse auction price shall include the equipment, delivery, freight, dealer preparation, manuals, warranty, preventative maintenance agreement, applicable fees, training, and all other costs necessary to furnish a complete operational unit. No additional charges, surcharges, or escalation costs will be accepted after the reverse auction.

A. Participation Requirements

Vendors must submit their unpriced proposals by the bid deadline. Proposals that meet all minimum specifications will be invited to participate in the Online Reverse Auction.

B. Reverse Auction Process

The Online Reverse Auction is a live, competitive bidding event in which participants submit progressively lower bids.

C. During the event:

- Bidders will be able to view their ranking in real time.
- Bidders will not be able to view other participants' actual bid amounts.
- Bidders may revise and lower their bids as often as desired throughout the auction.

To ensure fairness, the system automatically extends the auction if new bids are placed near the close:

- Any bid submitted within the final 3 minutes of the auction will trigger an automatic 3-minute extension. Each subsequent bid will continue to extend the auction by 3 minutes until a full 3-minute period passes with no new bids.
- Once no bids are received during that window, the auction will close automatically.

D. Additional Information

Comprehensive instructions and event details will be included in the official Invitation to Participate sent to approved vendors. ** PH Bidding Group does not participate in the evaluation or selection process of the awarded vendor.

9. Basis of Bid

Reverse auction pricing shall be submitted as a single turnkey per-vehicle price for one complete police vehicle upfit in accordance with these specifications. The City will multiply the awarded per-vehicle price by the initial quantity of eight (8) vehicles for the initial award amount.

The per-vehicle price shall include all equipment, materials, labor, wiring, programming, graphics, mounting hardware, delivery/pickup if applicable, testing, documentation, warranty, fees, and all incidentals necessary for a complete operational upfit.

The City of Jackson will deliver vehicles to the awarded upfitter. Vehicles will be provided by the City. Bidders are responsible for verifying compatibility of all proposed equipment with the City-provided vehicles. The City will provide vehicle year, make, model, trim, VINs, and available factory upfit/prep package information prior to installation or upon request, if available.

10. Award

Following the conclusion of the reverse auction, the City of Jackson will evaluate results and may make award to the lowest-priced, responsible vendor whose offer is determined to be in the best interest of the City of Jackson. The City of Jackson reserves the right to: reject any or all proposals, waive informalities or irregularities, re-advertise or solicit new bids, or accept the bid deemed most advantageous to the City of Jackson. Award is subject to governing authority approval/minutes.

10. Questions and Addenda

Failure to examine any specifications and instructions will be at the bidder's risk. All procedural and technical questions, or if the attached specifications are incomplete, not clear, or not standardized, shall be made in writing and addressed to the following:

General questions regarding this request should be directed to Monica Oliver, Purchasing Manager, at City of Jackson. Phone: (601) 960-1035. For questions regarding obtaining bid documents or regarding the online reverse auction process, prospective bidders may contact PH Bidding Group at 662-407-0195. Email: bids@phbidding.com

SPECIFICATION RESPONSE FORM

POLICE VEHICLE UPFITS
CITY OF JACKSON

Bidders shall indicate compliance with checking "YES" or non-compliance with "NO" for each line item. Any space left blank will be interpreted as non-compliant. All exceptions must be clearly explained in the "Variance" column or on an attached sheet.

The successful bidder shall be awarded the upfitting of the initial eight (8) City-provided Dodge Durango police vehicles. The awarded vendor shall also receive a one-year term contract to provide police vehicle upfit services for additional City police vehicles on an as-needed basis. Pricing submitted through the reverse auction shall be evaluated on a per-vehicle turnkey upfit price for the specified Dodge Durango configuration. Future upfits of the same vehicle type and same configuration shall be provided at the awarded per-vehicle price. If the City requests upfits for different vehicle models, different configurations, additions, deletions, or substitutions, pricing shall be negotiated by written quote and approved by the City prior to work.

Item #	Item Description	Acknowledge		Variance
		Yes	No	
	References to specific components, control layouts, technologies, or design features are intended to establish the required level of performance, safety, durability, serviceability, and operational suitability. Equivalent manufacturer designs meeting or exceeding the stated performance intent will be considered.			
1.	FS Spectra Lux ILS - Front Visor			
2.	FS Spectra Lux ILS - Rear Visor			
3.	FS Pathfinder Siren Remote Knob (PF200R)			
4.	FS Rumbler Compact Speaker Pair / Low Frequency (ES100C)			
5.	FS Speaker Rumbler Brackets			
6.	Dual-color MicroPulse model MPS62U			
7.	FS Corner LED Dual			
8.	SOS SL Brackets - Vehicle Brackets			
9.	SOS SL Running Light 61			
10.	FS 416300 Series Flush Mounts			
11.	Heise LED Marine Light Bar 30" 2-Row			
12.	FS OBD Cable			
13.	Jotto Gun Rack Partition - Dual Single Weapon (475-1760) with gun lock, Jotto model 475-2054			
14.	**Power Distribution System** Complete 12V power distribution system for police vehicle upfit, including fuse blocks, relays, circuit protection, grounding, wiring, terminals, labels, and all related components required to safely power and control all installed emergency equipment, console equipment, lighting, computer equipment, printer, accessories, and related devices. System shall be properly fused, routed, protected, and installed in accordance with manufacturer recommendations and law-enforcement vehicle upfit standards.			
15.	ATC 6 Fuse Block (BP156000620)			
16.	**Jotto Desk Patriot Partition for Dodge Durango, Space-Saver Design, or Approved Equal** *Jotto Desk Patriot partition system designed for Dodge Durango police vehicles, space-saver configuration, including all required mounting hardware, filler panels, brackets, and installation components. Partition shall be compatible with the City-provided Dodge Durango vehicles and shall not interfere with airbags, seat belts, seat travel, prisoner transport area, or factory safety systems.*			

Item #	Item Description	Acknowledge		Variance
		Yes	No	
17.	Magnetic Mic Mount (MMSU-1)			
18.	Hammerhead Push Bumper Center			
19.	Hammerhead PB Wings			
20.	Hammerhead PB Brackets			
21.	Motorola Antenna Phantom Elite (ETRAB7603)			
22.	Motorola Power Harness (HKN4191B)			
23.	FS Expansion Module 24-Output (EXPMOD24)			
24.	Jotto Window Guards Bar Style Durango (475-1417)			
25.	**Graphic Art - Full Striping** *Graphics shall match the City of Jackson Police Department's approved design or current fleet standard. Vendor shall provide proof for City approval prior to installation. Pricing shall include all vinyl, layout, production, installation, and related labor for one complete vehicle*			
26.	Gamber Johnson Docking Station - Panasonic Tablet 33 w/120V (7170-0685-00)			
27.	Gamber Johnson Console Box Kit w/ Mongoose XLE 9" (7170-0884-05)			
28.	Panasonic Toughbook FZ-56BZ00TBM, configured with Windows 11 Pro, Intel Core Ultra 5 235H vPro processor (up to 5.0 GHz), 14-inch display, 16 GB RAM, and a 512 GB Opal self-encrypting SSD.			
29.	Panasonic ToughCare Coverage for Rugged Devices, model FZ-SVCTCR3Y (FZ56), Three-Year Term			
30.	Brother PocketJet PJ822			
31.	Brother Printer USB Cable (LBX133001)			
32.	Brother Power Adapter - Car Power Port (LB3692)			
33.	E-Seek M260 Card Reader - 2D Barcode & Mag Stripe (M-260)			
34.	E-Seek CN8000 USB Smart Cable for M210/M260 (CN-8000)			
35.	GPS Receiver (BU-353N)			
36.	Gamber Johnson (7160-0546)			
37.	FS Allegiant Lightbar			
38.	Installation of the Getac in-car dash camera system, including all mounting, wiring, power, integration, and testing necessary to place the unit into full operational service			
39.	Installation shall be performed in a professional, workmanlike manner consistent with law-enforcement vehicle upfit industry standards. Wiring shall be properly fused, protected, loomed, secured, labeled where practical, and routed to avoid heat, abrasion, moving parts, airbags, seatbelt systems, and factory safety equipment. All penetrations shall be sealed. The completed upfit shall not interfere with factory vehicle systems, diagnostics, safety equipment, or warranty coverage.			

Item #	Item Description	Acknowledge		Variance
		Yes	No	
40	Vendor shall install and power all listed equipment. Unless otherwise stated, the City shall be responsible for software licensing, cellular/data activation, radio programming, MDT/CAD configuration, and user credentials. Vendor shall coordinate with the City's IT/radio personnel as required.			
41	Each vehicle shall be subject to inspection and functional acceptance testing by the City prior to final acceptance. Vendor shall correct all deficiencies at no additional cost. Acceptance shall not occur until all equipment is installed, programmed, fully operational, and approved by the City.			
42	Bidders shall identify any subcontractors proposed for installation, graphics, wiring, programming, or related work. The awarded vendor shall remain fully responsible for all subcontractor work.			
43	Any proposed equivalent shall identify the specified item being replaced, proposed manufacturer/model, technical data, warranty, and explanation of equal or superior performance. Failure to clearly identify substitutions may result in rejection of the proposal or require the vendor to furnish the specified item at the awarded price.			
44	City-provided vehicles shall remain the property of the City at all times. Vendor shall be responsible for care, custody, and control of vehicles while in vendor's possession and shall be responsible for damage caused by vendor, its employees, agents, or subcontractors.			
45	At delivery of each completed vehicle, vendor shall provide documentation identifying installed equipment, serial numbers where applicable, warranty information, user manuals, and any programming/configuration information necessary for City operation and maintenance.			

Turn-Around Time and Delivery Schedule

Bidders shall state the estimated number of business days required to complete each vehicle after receipt of the vehicle and written work authorization. Bidders shall also state the maximum number of vehicles that can be in production at one time. Provide this information in blanks below:

Number of days to completed the upfitting of each vehicle: 6-7 weeks to get equipment. Once equipment is delivered we can do 1 vehicle every 2 days

Maximum number of vehicles that can be in production at one time: 2

Failure to meet the proposed turnaround schedule may be considered in future work authorizations or vendor responsibility determinations.

References

Bidders shall provide at least three references for similar law-enforcement or emergency vehicle upfit projects completed within the past five years.

Desoto Co Sheriff's Dept. Capt. Stephen Raines 662-469-8517

Lamar Co Sheriff's Dept Maj. Kane Kitrell 601-402-1964

Hattiesburg Police Dept. Lt Neal Rockhold 601-554-3746

Warranty Details

Vendor shall provide a minimum one-year workmanship warranty on installation labor. Manufacturer warranties shall pass through to the City. Vendor shall be responsible for coordinating warranty service for equipment supplied and installed under this contract. Warranty shall begin upon City acceptance of each completed vehicle.

Vendor shall provide warranty service contact information and expected response time for warranty or operational issues.

State warranty details below or in a separate warranty statement:

Warranty details for electronic Whelen products are listed beside the in the variance section.

VENDOR RESPONSE REQUIREMENTS CHECKLIST

Include the following in your **single PDF unpriced proposal**:

- ☑ Completed Specification Response Form
- ☑ No pricing, cost, hourly rate, or fee information included in the unpriced technical proposal.
- ☑ Detailed product specifications and brochures for all equipment
- ☑ Estimated turnaround time per vehicle after receipt/work authorization.
- ☑ Full warranty information for all equipment
- ☑ Any additional information the vendor wishes the City of Jackson to consider
- ☑ Signed PH Bidding Group Supplier Agreement
- ☑ Company/Vendor Information Form (below)

VENDOR INFORMATION

Company Name Emergency Equipment Professionals, INC

Address 6441 Hwy 51

Installation to occur at company location in Richland, Mississippi.

City Southaven State Ms Zip 38637

Company Representative David Lyle

Title Public Safety Manager

Phone 601-473-1232

Email dlyle@eeproinc.com

Date 7/8/2026

Authorized Signature: David Lyle

Addenda Acknowledgement

Addendum # 1 Date: 6/24/2026

Addendum # 2 Date: 7/6/2026

Addendum # _____ Date: _____

Addendum # _____ Date: _____

Supplier Agreement

INTENT AND CONTACT

This document shall detail the conditions upon which a supplier, contractor, vendor or other individual, business or corporation seeking to do business with any client who has contracted, whether verbally, by resolution or any other means with PH Bidding Group for the use of its reverse auction platform shall be allowed to utilize the PH Bidding Group Reverse Auction Platform located at www.phbidding.procureclix.com. Only through completion of this document and unconditional agreement to this agreement in its entirety will you or your assigns, agents or employees or other designees be allowed to utilize this platform to submit pricing to the client(s) of PH Bidding Group.

This Agreement contains provisions for an administrative fee, discussed in Section 16.

PH Bidding Group hereby agrees to all sections contained within which outline its obligations and responsibilities.

PH Bidding Group Contact information is:
PH Bidding
Group 605 West
Main Street
Tupelo, MS
38804
662.407.0195
bids@phbidding.com

TERMS OF USE

Reverse Auction and Strategic Procurement Software – One-Time Use Agreement for Suppliers Only

If you have difficulty in completing this document, email us at bids@phbidding.com or call us directly at 662.407.0195.

By participating in the reverse auction procurement process initiated by PH Bidding Group and its strategic partner(s), you agree that you have accepted this agreement in its entirety, without exception, and that you, your representatives, and assigns agree to the following terms, statements and conditions:

Definitions:

"PH Bidding Group" shall mean the provider of a Reverse Auction Event Platform used in conjunction with Buyers to negotiate pricing on desired service, goods or information.

Initials _____

"You", "Supplier" or "Suppliers" shall mean anyone signing this agreement that will use or direct the use of PH Bidding Group's Reverse Auction Event Platform for the purpose of selling services, goods or information to Buyers who retain the services of PH Bidding Group.

"Buyer" shall mean any client or customer of PH Bidding Group who chooses or has chosen in the past to procure using a Reverse Auction Event Platform or information provided by or in conjunction with PH Bidding Group.

"Reverse Auction Event Platform" shall mean the platform accessed within or from or in conjunction with the website address at www.phbidding.procureclix.com which is used by various Buyers to procure services, goods or information.

1.) All information related to bids, projects, specifications, and terms of sale to potential clients of PH Bidding Group are based on information received directly from the client and not necessarily approved by PH Bidding Group. PH Bidding Group makes no warranty concerning information approved by its clients for use in reverse auction events.

2.) PH Bidding Group cannot and will not be held liable for delays in reverse auction events, server failures or changes in scheduling for reverse auction events.

3.) You acknowledge that PH Bidding Group is merely the conduit through which pricing is achieved for the benefit of our clients, and not an endorsement of our clients' creditworthiness, ability to perform upon a contract or agreement, nor the proper use of materials, equipment or any other service or goods purchased through the use of our reverse auction software. PH Bidding Group shall not be held liable clients' failure to perform or award upon a given reverse auction event. All agreements that arise between suppliers and buyers are then the sole responsibility of those two parties, wherein PH Bidding Group shall be indemnified.

4.) This agreement shall be good for a one-time use of PH Bidding Group's reverse auction strategic procurement solution. Only through acceptance of this agreement are you permitted to utilize the bidding platform. If you violate any of the terms of any part of this agreement, PH Bidding Group may, in its sole and absolute discretion, terminate your ability to access the platform. If PH Bidding Group terminates your access to the reverse auction software for any reason, neither you nor your assigns, affiliates, employers, employees or subsidiaries or beneficiaries shall have a claim against PH Bidding Group, its employees, assigns or beneficiaries.

5.) PH Bidding Group shall provide basic training and basic instruction concerning operation of the supplier side functions of its reverse auction software, which is operated entirely online. Supplier shall be solely responsible for his or her attendance to this training. PH Bidding Group shall make reasonable efforts to accommodate training to Supplier's schedule, but Supplier acknowledges that he or she is ultimately solely responsible for attendance. Supplier agrees not to attempt to reverse engineer, model or copy this software.

6.) It shall be the supplier's responsibility to comply fully with terms and conditions set forth by clients of PH Bidding Group, and to ensure that supplier conduct falls within state purchasing laws.

7.) It shall be the sole and absolute responsibility of the Supplier to meet all deadlines for specification responses and sample presentations or the attending of any pre-bid conferences, or any other functions as may be required from time to time by either PH Bidding Group or the Buyer. Failure to meet any of these deadlines or appointments does not entitle the supplier to an extension of the deadline or a delay in the scheduled date of the reverse auction event.

Initials _____

8.) Supplier shall also be solely responsible for his own access to the Internet. If Supplier has no access to the Internet and is unable to locate access on his own, PH Bidding Group may, at its sole and absolute discretion, assist Supplier in locating sufficient Internet access for the purposes of participating in a contemplated Reverse Auction Event. Supplier also agrees that he is solely responsible for using his access to the Internet in a responsible manner in conjunction with this Reverse Auction Event so as not to intentionally interfere with another Supplier's access to the Reverse Auction Event.

9.) It shall be the sole and absolute responsibility of the supplier to ensure that it meets all state and federal regulations with respect to product offerings and its ability to offer such items or services.

10.) Suppliers agree that all information they provide shall be accurate and truthful. PH Bidding Group shall take reasonable precautions deemed necessary in its sole and absolute discretion to protect and safeguard that information but shall not be held liable in the event of a breach of that security. PH Bidding Group does not guarantee either the validity of your information or the safety of the information you provide. In the event your information becomes compromised, PH Bidding Group will issue you a new password.

11.) Supplier agrees that he has no right to transfer this one-time use license.

12.) Supplier agrees that he shall have no claim against PH Bidding Group for any virus that may infect the hardware or software of the supplier as a direct or indirect result from the use or perceived use of PH Bidding Group's reverse auction software.

13.) Supplier agrees that his sole remedy if supplier determines he dislikes the reverse auction process or service is to stop using the service.

14.) Supplier agrees that he will neither share nor leak his password to the service for the purpose of allowing competitors of PH Bidding Group to view the reverse auction process or allow unauthorized persons to view a Reverse Auction Event for the purpose of providing information to other unauthorized users, regardless of intent or consequence. In the event of a breach of this section of the agreement, PH Bidding Group may, in its sole and absolute discretion, remove access to the Reverse Auction Event or any other portion of Internet based material from the Supplier.

15.) Supplier agrees that in the event of an Internet or server failure on the side of PH Bidding Group, arrangements may be made by PH Bidding Group in conjunction with the buyer for an alternate date for the Reverse Auction Event. Suppliers shall have no claim against PH Bidding Group, its employees, assigns or beneficiaries.

16.) An investment of time and financial resources is necessary for the continued operation of Reverse Auction Events run on PH Bidding Group platform. Therefore, a transaction fee based solely upon the final awarded purchase price shall be charged to the supplier. This transaction fee shall be self-assessed by the Supplier, who, by participating or reviewing or viewing PH Bidding Group's Reverse Auction Platform, website or information prepared by or in conjunction with PH Bidding Group, acknowledges receipt of service from PH Bidding Group regardless of the means of the final arrangement of pricing, whether through PH Bidding Group's Reverse Auction Event or other direct negotiations or bids. Supplier agrees that if he or she at any time has used the Reverse Auction platform or any portion or part of the software or Internet platform or website or information provided by or prepared by or in conjunction with PH Bidding Group for purposes of a contemplated bid, the fees described within this agreement as being due to PH Bidding Group shall be due in full in accordance with normal billing procedures set forth herein and are fully earned by PH Bidding Group.

Initials AV

Fees shall be self-assessed by the winning Supplier in the following amount and shall apply to all bids:

4% of the total contract price, including all service agreements, extended warranties and equipment.

Fees shall be paid to PH Bidding Group in the following manner:

All fees, in full, shall be due to PH Bidding Group within 15 calendar days of payment by the purchasing entity to the winning vendor for equipment, materials or other items by the Buyer. Partial payments shall not be accepted, and payments which are not received within 60 calendar days shall immediately accrue interest at the rate of 2% monthly plus a recurring monthly service fee of $50. Supplier agrees that after 90 (ninety) days of non-payment, Supplier shall be considered in default of this agreement by PH Bidding Group and subject to all necessary and legal means of collection of this debt. In addition, Supplier agrees to pay all fees and lost monies required to collect Suppliers debt to PH Bidding Group. Jurisdiction for all collection efforts shall be Tupelo, Mississippi exclusively.

Suppliers should ensure that their total bid includes all fees due to PH Bidding Group. Supplier agrees that it is his sole and absolute responsibility to include fees due PH Bidding Group with all submitted bids. Supplier agrees that all future orders or transactions arising from the use of PH Bidding Group's Reverse Auction Event Platform shall be subject to the fees listed above and payable based upon the same guidelines. Future orders and transactions shall include but not be limited to, accessories, modifications, or aftermarket equipment.

17.) By participating in this Reverse Auction Event or by viewing materials associated with this Reverse Auction Event, Supplier agrees not to attempt circumvention or contemplate circumvention or enter into any agreement that would circumvent this agreement in any way, whether intentional or unintentional which results or may result in avoiding fees due to PH Bidding Group or negotiating directly with Buyer or avoids or attempts to avoid the Reverse Auction Event. These circumvention techniques could include but shall in no way be limited to verbal agreements, bids written on paper delivered by any means or electronic communications, signals, or other means of communication.

18.) Supplier agrees that all content provided by PH Bidding Group is considered the sole property of PH Bidding Group. Unauthorized sharing or use of these materials and content is prohibited. Supplier agrees that he will use this content solely for the purpose of participating in a Reverse Auction Event in good faith.

19.) PH Bidding Group may alter this agreement at any time. Notice shall be given to Supplier within 24 hours of PH Bidding Group's alteration of this agreement if currently in force either by email, the posting of specific related information within the bid package located within the Reverse Auction Bid platform that will be used by Supplier to gather information on this specific bid, or by certified mail. PH Bidding Group is hereby informing Supplier that our preferred method of notification is by using the Adobe Acrobat protected document format (PDF), delivered by email.

20.) This Agreement and all rights of the parties associated with it shall be governed by the laws as set forth within the State of Mississippi. Jurisdiction relating to any matters arising from the use of this agreement shall be the City of Tupelo, Mississippi. If any portion of this agreement is found to be unenforceable, whether due to illegality or misappropriation, the remainder of this agreement and its enforceability shall survive in full and shall be in no way affected. This agreement constitutes the entire agreement between the parties. No other verbal representations, examples, or correspondence, whether electronic, verbal or written, shall survive the signing of this agreement.

Initials DL

Acceptance - This agreement is hereby accepted in its entirety, without exception. I assert under penalty of law, I am the authorized signatory for the following organization, company, group or individual:

Organization, Company, or Individual represented: Emergency Equipment Professionals, Inc

Authorized Representative (Printed Name): David Lyle

Title of Authorized Representative: Public Safety Manager

BILLING INFORMATION:

Email Address: dlyle@eeproinc.com

Physical Address: 6441 Hwy 51

Southaven, MS 38637

Mailing Address (if different):

Office Phone: 601-385-3809

Mobile Phone: 601-473-1232

Signature: David Lyle

Date: 7/8/2026

Return this Agreement, with your completed Bid Response Package to PH Bidding Group before the vendor response deadline outlined in the bid advertisement or bid documents. You may scan and submit this agreement with your bid response to the applicable bid management site, or you may email the completed, signed pages to bids@phbidding.com. For questions regarding this agreement or the bid item(s), you may contact PH Bidding at 662-407-0195.

If you will require technical assistance for the submission of the specification response or the reverse auction process, this will require you to contact PH Bidding Group at either 662-407-0195 or bids@phbidding.com at least one day prior to the specification response deadline or the reverse auction date.

ADDENDUM 2

CITY OF JACKSON, MS
POLICE VEHICLE UPFITS

This **Addendum 2**, dated **July 6, 2026**, supersedes and takes precedence over specifications for the above-listed bid, which shall remain in full force and effect, except as herein modified:

Item 1: The City would like to clarify the lighting colors: the specification is for blue and white lights only, consistent with JPD's current fleet standards. The red/white/blue reference was included in error.

Item 2: The Specification Response Form is hereby revised to add the following cargo barrier specification immediately after Item 16, "Jotto Desk Patriot Partition for Dodge Durango, Space-Saver Design, or Approved Equal":

Under the Specifications: Cargo Barrier for Dodge Durango, 2019+, or Approved Equal
Cargo Barrier, Jotto Desk CB4, Item No. 475-0822, designed for Dodge Durango 2019 and newer vehicles, including all required mounting hardware, brackets, filler panels, and installation components. Cargo barrier shall be compatible with the City-provided Dodge Durango vehicles and shall not interfere with airbags, seat belts, seat travel, rear cargo access, prisoner transport area, or factory safety systems.

A new specification response form is attached:

SPECIFICATION RESPONSE FORM

POLICE VEHICLE UPFITS
CITY OF JACKSON

Bidders shall indicate compliance with checking "YES" or non-compliance with "NO" for each line item. Any space left blank will be interpreted as non-compliant. All exceptions must be clearly explained in the "Variance" column or on an attached sheet.

The successful bidder shall be awarded the upfitting of the initial eight (8) City-provided Dodge Durango police vehicles. The awarded vendor shall also receive a one-year term contract to provide police vehicle upfit services for additional City police vehicles on an as-needed basis. Pricing submitted through the reverse auction shall be evaluated on a per-vehicle turnkey upfit price for the specified Dodge Durango configuration. Future upfits of the same vehicle type and same configuration shall be provided at the awarded per-vehicle price. If the City requests upfits for different vehicle models, different configurations, additions, deletions, or substitutions, pricing shall be negotiated by written quote and approved by the City prior to work.

Item #	Item Description	Acknowledge		Variance
		Yes	No	
	References to specific components, control layouts, technologies, or design features are intended to establish the required level of performance, safety, durability, serviceability, and operational suitability. Equivalent manufacturer designs meeting or exceeding the stated performance intent will be considered. All emergency, warning, and auxiliary lighting shall be blue/white only.			
1.	FS Spectra Lux ILS - Front Visor (SIFMJS-DUR16-P3)		x	Whelen BW44UFX 10 yr warranty
2.	FS Spectra Lux ILS - Rear Visor (SIFMJH-DUR18-P3)		x	Whelen BS448 10 yr warranty
3.	FS Pathfinder Siren Remote Knob (PF200R)		x	Whelen C399 10 yr warranty
4.	FS 100w Speaker ES100C		x	Whelen SA315U 2 yr warranty
5.	FS Speaker Bracket		x	Whelen SAK1 or 44
6.	FS MicroPulse Ultra (MPS62U-BW)		x	Whelen TSS0E 10 yr warranty
7.	SOS Undercover LED Insert Light Kit (ELUC3H010E)		x	Whelen VX9E 10 yr warranty
8.	SOS SL Brackets - Vehicle Brackets (PSLVBK04)	x		
9.	SOS SL Running Light 61" blue/white (ESLRL6115E)	x		
10.	FS Series Flush Mounts blue/white (416300-BW)		x	Whelen VX2E 10 yr warranty
11.	Heise LED Marine Light Bar 30" 2-Row	x		
12.	FS OBD Cable 25 ft (OBDCABLE25-DGCAN)		x	Whelen C399RK3
13.	Jotto Gun Rack Single Weapon Partition Mt (475-2015)		x	ProGard G4904
14.	**Power Distribution System** *Complete 12V power distribution system for police vehicle upfit, including fuse blocks, relays, circuit protection, grounding, wiring, terminals, labels, and all related components required to safely power and control all installed emergency equipment, console equipment, lighting, computer equipment, printer, accessories, and related devices. System shall be properly fused, routed, protected, and installed in accordance with manufacturer recommendations and law-enforcement vehicle upfit standards.*	x		
15.	ATC 6 Fuse Block (BLR-1-306)	x		
16.	**Jotto Desk Patriot Partition for Dodge Durango, Space-Saver Design, or Approved Equal (475-0965)** *Jotto Desk Patriot partition system designed for Dodge Durango police vehicles, space-saver configuration, including all required mounting hardware, filler panels, brackets, and installation components. Partition shall be compatible with the City-provided Dodge Durango vehicles and shall not interfere with airbags, seat belts, seat travel, prisoner transport area, or factory safety systems.*		x	ProGard Products PSSP6708D18A
17.	**Cargo Barrier for Dodge Durango, 2019+, or Approved Equal** *Cargo Barrier, Jotto Desk CB4, Item No. 475-0822, designed for Dodge Durango 2019 and newer vehicles, including all required mounting hardware, brackets, filler panels, and installation components. Cargo barrier shall be compatible with the City-provided Dodge Durango vehicles and shall not interfere with airbags, seat belts, seat travel, rear cargo access, prisoner transport area, or factory safety systems.*		x	ProGard Products B4702D18

Item #	Item Description	Acknowledge		Variance
		Yes	No	
18.	Magnetic Mic Mount (MMSU-1)	x		
19.	Hammerhead Push Bumper Center (600-56-1163)	x		
20.	Hammerhead PB Wings (600-56-1182)	x		
21.	Hammerhead PB Brackets (600-56-1181)	x		
22.	Motorola Antenna Phantom Elite (HAF4013A)	x		
23.	Motorola Power Harness (HKN4191C)	x		
24.	FS Expansion Module 24-Output (EXPMOD24)		x	Whelen CEM24 10 yr warranty
25.	Jotto Window Guards Bar Style Durango (475-1417)		x	ProGard G4906 DL
26.	**Graphic Art - Full Striping** *Graphics shall match the City of Jackson Police Department's approved design or current fleet standard. Vendor shall provide proof for City approval prior to installation. Pricing shall include all vinyl, layout, production, installation, and related labor for one complete vehicle.*	x		received clarification 1
27.	Gamber Johnson Docking Station - Panasonic FZ56 (AS7.PO56.110-PS-G-GJ) w/120 watt power adapter	x		
28.	Gamber Johnson Console Box Kit w/ Mongoose XLE 9" w/printer armrest (7170-0884-04)	x		
29.	Panasonic Toughbook FZ-56BZ00TBM, configured with Windows 11 Pro, Intel Core Ultra 5 235H vPro processor (up to 5.0 GHz), 14-inch display, 16 GB RAM, and a 512 GB Opal self-encrypting SSD.	x		
30.	Protection Plus Warranty CF-3 Years 1, 2, and 3 (FZ-SVCTPNF3YR)	x		
31.	Brother PocketJet - bluetooth or usb-c (PJ823)	x		
32.	Brother Printer PJ823 USB Cable (HAVIS - DS-DA-340)	x		
33.	Brother Power Adapter - Car Power Port (LB3691)	x		
34.	E-Seek M260 Card Reader - 2D Barcode & Mag Stripe (M-260)	x		
35.	E-Seek CN8000 USB Smart Cable for M210/M260 (CN-8000)	x		
36.	GPS Receiver (BU-353N)	x		
37.	Gamber Johnson M260 Mounting plate (7160-0546)	x		
38.	FS Allegiant Lightbar (ALGT53XC-36434465)		x	Whelen Edge 9XS8EEEE
39.	Installation of the Getac in-car dash camera system, including all mounting, wiring, power, integration, and testing necessary to place the unit into full operational service	x		
40.	Installation shall be performed in a professional, workmanlike manner consistent with law-enforcement vehicle upfit industry standards. Wiring shall be properly fused, protected, loomed, secured, labeled where practical, and routed to avoid heat, abrasion, moving parts, airbags, seatbelt systems, and factory safety equipment. All penetrations shall be sealed. The completed upfit shall not interfere with factory vehicle systems, diagnostics, safety equipment, or warranty coverage.	x		
41.	Vendor shall install and power all listed equipment. Unless otherwise stated, the City shall be responsible for software licensing, cellular/data activation, radio programming, MDT/CAD configuration, and user credentials. Vendor shall coordinate with the City's IT/radio personnel as required.	x		

Item #	Item Description	Acknowledge		Variance
		Yes	No	
42.	Each vehicle shall be subject to inspection and functional acceptance testing by the City prior to final acceptance. Vendor shall correct all deficiencies at no additional cost. Acceptance shall not occur until all equipment is installed, programmed, fully operational, and approved by the City.	X		
43.	Bidders shall identify any subcontractors proposed for installation, graphics, wiring, programming, or related work. The awarded vendor shall remain fully responsible for all subcontractor work.	X		
44.	Any proposed equivalent shall identify the specified item being replaced, proposed manufacturer/model, technical data, warranty, and explanation of equal or superior performance. Failure to clearly identify substitutions may result in rejection of the proposal or require the vendor to furnish the specified item at the awarded price.	X		
45.	City-provided vehicles shall remain the property of the City at all times. Vendor shall be responsible for care, custody, and control of vehicles while in vendor's possession and shall be responsible for damage caused by vendor, its employees, agents, or subcontractors.	X		
46.	At delivery of each completed vehicle, vendor shall provide documentation identifying installed equipment, serial numbers where applicable, warranty information, user manuals, and any programming/configuration information necessary for City operation and maintenance.	X		

END OF ADDENDUM 2

Edge® 9X

SERIES LIGHTBARS



Introducing Edge 9X Series Lightbars,
the newest addition to Whelen's extensive lightbar selection!

The Edge 9X combines the most valuable design aspects of our most popular lightbars with an all-new look and expanded customization! The Edge 9X Series celebrates Whelen's long history of providing innovative, lifesaving equipment to the emergency warning industry. The Edge 9X is designed for durability, competitively priced, and highly configurable for a wide range of applications. With models available in both Short (9SX) and Tall (9TX), the Edge 9X Series is an ideal solution for any vehicle application.

FEATURES

- SAE Class 1, California Title 13, ECE R10, ECE R65
- WeCanX®
- Available in two profiles
  - 1.86" H
  - 2.71" H
- DUO™ Linear 12 LED
- Hard-coated polycarbonate lenses
- Photocell included
- Passenger side cable exit
- Advanced Thermal Design
- DUO Linear 6 LED Warning & Scene Take-Down/Alley
- Center section models are available in 48" and 54" models for 9TX models
- Molded Polycarbonate Black tops provide protection from the elements
- 12/24 VDC
- Standard mounting feet
- Available colors are Red/Blue, Blue/Amber, Red/White, Blue/White, Amber/White, Green/White, Red/Amber, Red/Green, Blue/Green, & Green/Amber

ALL-NEW DESIGN

The Whelen Edge 9000 was Whelen's first non-rotator lightbar introduced to the market in the 1990s. Its low-profile design and durable construction made it one of the most popular lightbars of its time. Now, we've recreated that vision with the all-new Edge 9X Series which features a retro design with modern technology updates like WeCanX connectivity, Dynamic Variable Intensity™ (DVI™) light patterns, and individually controlled lightheads for endless customization. The new Edge 9X is available in two sizes, providing a perfect fit for any size vehicle.

WARRANTY

Five-year warranty



⚠ WARNING: This product may contain chemicals known to the State of California to cause cancer and birth defects or other reproductive harm. For more information, visit www.whelen.com/regulatory.

WHELEN
MANUFACTURED IN AMERICA

MANUFACTURED IN AMERICA
WHELEN ENGINEERING COMPANY, INC.

Inner Edge® XLP™ Series

SUPER-LED® FRONT LIGHTBARS

The Inner Edge XLP Series features vehicle specific housings in an extra low profile design, and is available with SOLO* or DUO* technology



IW38UFX

FEATURES

- Meets SAE Class 1 and California Title XIII specifications
- Mounts to visor anchor points
- Available as passenger side only or driver and passenger side
- Available in Red, Amber, White, and Blue
- Models are available with SOLO or DUO technology
- Low Current models are available with SOLO or DUO light modules
- WeCan* models are fully programmable, providing individual control of each color, and are available with SOLO or DUO interleaved light modules
- Vehicle specific housing minimizes flashback to vehicle passengers
- 19' cable included (24' cable available)
- Ships fully assembled
- 12 VDC
- Six lamps (per side)
- Approximately 13" (per side)
- Depth and height vary by vehicle model
- WeCanX models have a 10- year warranty on I/O boards and lightheads. WeCan and Low Current models have a 5-year warranty on I/O boards and a 10-year warranty on lightheads

MODELS

Please consult our current price list for models

WHELEN ENGINEERING COMPANY, INC.

WARNING: This product may contain chemicals known to the State of California to cause cancer and birth defects or other reproductive harm. For more information, visit whelen.com/regulatory.

All products proudly designed, manufactured, and assembled in the U.S.A.
• ISO 9001 Registered QMS

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Code No. P13330C - 10/23

WHELEN
MANUFACTURED IN AMERICA

51 Winthrop Road
Chester, Connecticut 06412-0684
(860) 526-9504
www.whelen.com

Inner Edge® RST™ Series

SUPER-LED® REAR LIGHTBARS

The newly designed, low-profile Inner Edge RST Series better utilizes vehicle contours, providing higher visibility and a custom fit. Whelen's all-new, patent pending Proclera® Silicone Optics increase clarity and have the power to punch through tints. The Inner Edge RST Series is available with SOLO®, DUO®, or TRIO® technology.

The Inner Edge RST Series now features BroadBand Blue®. BroadBand Blue delivers a higher intensity, creates a larger optical image, and produces a more consistent color, all while being easier on the eyes — especially at night.



ISRL12



ITRAYW12

FEATURES

- WeCanX® models available
- Meets SAE Class 1 and California Title XIII specifications
- Mounts on the rear deck of sedans and to the rear headliner of SUVs and pickup trucks
- Drop-in lighthead tray is universal, allowing for easy serviceability
- Lighthead tray can be repurposed to a different vehicle by obtaining an alternate housing and mounting kit
- 70 Scan-Lock® flash patterns
- Available in Red, Amber, White, and BroadBand Blue
- Low Current models are available with SOLO light modules
- WeCan® models are fully programmable, providing individual control of each color, and are available with SOLO, DUO, or TRIO interleaved light modules
- Proclera Optic Technology features 100% silicone internal optics
- Vehicle specific housing minimizes flashback to vehicle passengers
- Ford and Chevy pickup truck specific models available
- 17' cable included
- Ships fully assembled
- 12 VDC
- Eight, ten, or twelve lamp models for sedans
- Twelve lamp model not available in Fusion
- Eight or ten lamp models for SUVs
- Depth and height vary by vehicle model
- WeCanX models have a 10- year warranty on I/O boards and lightheads. WeCan and Low Current models have a 5-year warranty on I/O boards and a 10-year warranty on lightheads

MODELS

Please consult our current price list for models

WHELEN ENGINEERING COMPANY, INC.

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Chester, Connecticut 06412-0684
(860) 526-9504
www.whelen.com

VXE™

WARNING LIGHT

The VXE Warning Light sets a new standard for emergency vehicle lighting, providing a perfect balance of discretion with high visibility. Its streamlined design seamlessly integrates into a vehicle's exterior for a clean and unobtrusive appearance, ensuring that emergency vehicles maintain a sleek aesthetic without compromising visibility. VXE comes with DUO and TRIO functionality with SAE Class 1 Certification. The compact 1-inch mounting grommet makes it easy to install in various places on a vehicle, such as bumpers, rear hatches, or sides.



VX2M

FEATURES

- DUO and TRIO functionality
  - DUO: 8 LEDs
  - TRIO: 12 LEDs
- Directional light output
- Steady only
- Compatible with ULF44 flasher
- Low profile/small design
- 1" diameter industry standard mounting utilizing grommet
- Smoked or Clear lens
- Core control system compatibilities:
  - Core and Core-S
  - Core-R and Core-C (CEM16 required, purchased separately)
- 9" pigtail included

MODELS

VX2#	Directional DUO Lighthead, Amber, Blue, Green, Red, and/or White
VX3***	Directional TRIO Lighthead, Amber, Blue, Green, Red, and/or White
VX2#X	Directional DUO Lighthead, Amber, Blue, Green, Red, and/or White with Smoked Lens
VX3***X	Directional TRIO Lighthead, Amber, Blue, Green, Red, and/or White with Smoked Lens



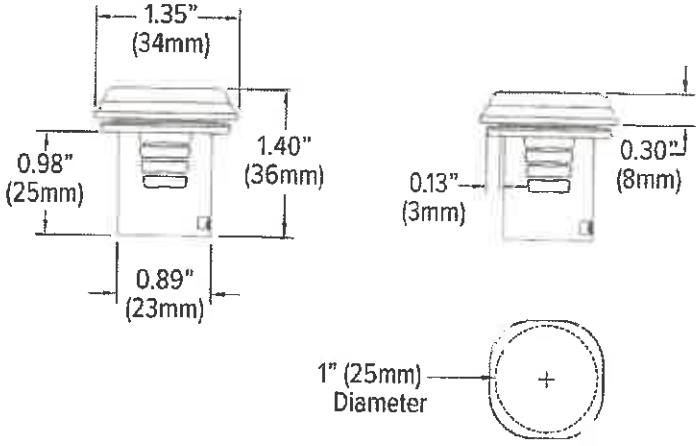
Replace # symbol in model number with letter indicating DUO colors desired
D = Red/White, E = Blue/White, F = Amber/White, J = Red/Blue, K = Red/Amber, L = Red/Green,
M = Blue/Amber, N = Blue/Green, P = Amber/Green
Replace *** symbol in model number with letter indicating TRIO colors desired.
RBA = Red/Blue/Amber, RBC = Red/Blue/White, RBG = Red/Blue/Green, RAC = Red/Amber/White,
RAG = Red/Amber/Green, RGC = Red/Green/White, BAC = Blue/Amber/White,
BAG = Blue/Amber/Green, BGC = Blue/Green/White, GAC = Green/Amber/White

SPECS

Voltage:	10-30 VDC
Amps:	0.83 (peak), 0.52 (avg.)
Certifications:	SAE Class 1, CA Title 13, IP67
Dimensions:	1.35" (34mm) W x 1.40" (36mm) H x 0.30" (8mm) D, 1" (25mm) Dia.
Operating Temperature:	-40°C to 65°C
Warranty:	10-year warranty



VX3RGC



⚠ WARNING: This product may contain chemicals known to the State of California to cause cancer and birth defects or other reproductive harm. For more information, visit whelen.com/regulatory.

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(860) 526-9504
www.whelen.com

WHELEN ENGINEERING COMPANY, INC.

THE CORE FAMILY

Core gives you the flexibility to design the exact control system your fleet needs. No matter the size or complexity of your operation, there's a Core solution built for it. Every model is engineered to be intuitive, programmable, and consistent across your fleet - giving you proven performance on every job.



CENCOM CORE®



CORE-S®

FEATURES

- Includes Vehicle Safety Gateway® (VSG®), Core+, and five years of connected service at no additional cost.
- Powered by WeCanX®
- Supports any combination of up to 99 WeCanX devices
- Seamlessly integrates with Whelen Command® software
- Remote firmware updates through USB-C with Whelen Command or over-the-air with Core+
- Vehicle-to-Vehicle (V2V) Sync
- Dynamic Variable Intensity™ (DVI™) light patterns



CORE-C

- Powered by WeCanX
- Supports up to 10 WeCanX devices (device types may vary)
- Seamlessly integrates with Whelen Command software
- Remote firmware updates through USB-C with Whelen Command
- Vehicle-to-Vehicle Sync
- 1 input, 1 output
- Supports Steady-Lock® through Remote Expansion Module



PRISONER TRANSPORT

SPACE SAVER PLUS PARTITIONS

Pro-gard™ PRODUCTS LLC.

SPACE SAVER PLUS PARTITION





Space Saver Plus shown in the Ford PI Sedan



Space Saver Plus shown in the 2018 Chevy Tahoe

The Space Saver Plus Partitions offer a high level of safety and comfort for the driver while offering increased leg room for the passenger side prisoner while allowing officers to easily load the prisoner. The Space Saver Plus is designed to eliminate obstructions that might otherwise impede loading and unloading prisoners.

SPACE SAVER PLUS PARTITION FEATURES

Unique Design

- 14 Gauge Steel Construction
- Provides added clearance for loading/unloading prisoners
- Heavy duty construction easily withstands aggressive prisoner assaults
- Additional leg room for passenger transports without compromising driver leg room
- Patented Airbag Compatible Wings
- Optional Horizontal or Vertical Gun Racks available
- ADI Airbag On/Off Control Switch kits that allow departments the ability to turn airbags on or off, used in conjunction with Hard Wing Filler Panels

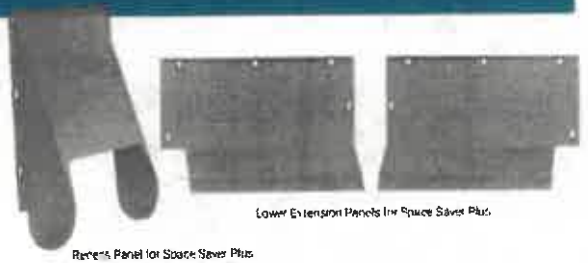
Side Curtain Airbag Compatibility
Choose from two options:

- Airbag Compatible Filler Panels flex under the force of airbag deployment

Window Options

- Choose from up to 9 different window configurations to meet your prisoner transport needs
- Center slide windows feature an ergonomic latch to aid in easy window operation from the driver's seat
- Durable ¼" thick polycarbonate window panes
- Anodized aluminum window frames are easy to clean and resist corrosion

AVAILABLE FOR
2015-2020 CHEVY TAHOE
2019-2020 CHEVY SILVERADO 1500
2015-2020 CHEVY SUBURBAN
2011-2020 DODGE CHARGER
2018-2020 DODGE DURANGO
2013-2019 FORD POLICE INTERCEPTOR UTILITY
2013-2019 FORD POLICE INTERCEPTOR SEDAN



Lower Extension Panels for Space Saver Plus

Recess Panel for Space Saver Plus

PARTITION FEATURES:

- 9 Window Configurations Available
- Poly Airbag Compatible Wings
- All necessary install equipment included
- Heavy duty Steel Construction
- High density Foam Padding
- Durable Powder Coated Finish

Pro-gard PRODUCTS LLC

9650 East 148th Street
Noblesville, IN 46060
800.480.6680 | pro-gard.com



Cargo Barrier shown in the 2021 Chevy Tahoe

PRISONER TRANSPORT

CARGO BARRIERS

Pro-gard™ PRODUCTS LLC.

CARGO BARRIERS



Shown in the 2020 Ford Police Utility Interceptor



Shown in the 2021 Chevy Tahoe



Shown in a 2019 Dodge Durango

Often times, transporting loose equipment is a necessity of the job. Our Cargo Barriers offer a safer means to secure the rear end of your SUV from the passenger compartments. Providing an essential barrier between the cargo area and the transport to secure the cargo area of the SUV. Providing protection for both officers and passengers from loose equipment. Cargo Barriers eliminate prisoner access to the cargo area of the vehicle where contraband could otherwise be hidden.

CARGO BARRIER FEATURES

- Secures cargo area from the passenger compartment
- Protects both officer and passengers from loose equipment
- Additional mounting surface for electronics and accessories
- Poly Window enclosure maintains security and visibility
- Wire Screen Window maintains open airflow
- Perfect companion to our Weapon Storage Drawers, Cargo Cabinets, or Cargo Security Cover
- Smooth, charcoal gray, Powder-coated steel frame resists corrosion
- Mounts using pre-existing OEM slots
- Utilizes patented side curtain airbag wings



Cargo Barrier with Polycarbonate Window shown for the 2018 Chevy Tahoe



Cargo Barrier with Wire Screen Window shown for the 2013 Ford Police Utility Interceptor

Pro-gard™ PRODUCTS LLC.

9650 East 148th Street
Noblesville, IN 46060
800.480.6580 | pro-gard.com



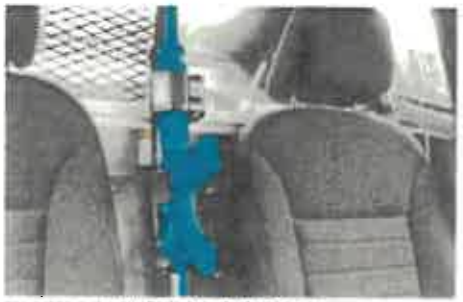
GUN RACKS

SINGLE VERTICAL MOUNT GUN RACK

Pro-gard™ PRODUCTS LLC.

SINGLE VERTICAL MOUNT GUN RACK





The G4906 Series Gun Rack shown in the Dodge Charger



The G4906 Series Gun Rack shown in the Ford Police Interceptor Sedan

The G4906 Series Gun Racks is a single weapon vertical partition mount which can secure a wide variety of weapons. This Gun Rack's narrow design has a 6" clearance for attaching the support bracket allowing multiple racks to be mounted side-by-side.

SINGLE VERTICAL MOUNT GUN RACK FEATURES

- Mounts vertically on Pro-gard Partitions
- Single weapon mounting
- 6" clearance for mounting
- Multiple gun racks can be placed side-by-side
- Mounts to any flat surface
- For use in vehicles with partitions
- Available for single weapon mounting
- Accommodates multiple weapon and accessory configurations
- Black powder coated steel finish
- No holes drilled for easy install
- Momentary switch and 8-second timer
- Customized to meet the specifications for each officer's weapon
- Choose from three different styles of gun lock override keys straight, vending, or handcuff





Gun Locks are determined by a combination of mounting location, weapon type, and weapon accessories. In order to secure the best fitment, we build the gun rack around each specific weapon and accessories.

All gun racks come equipped with an 8 second timer and momentary switch that allows for quick, easy access to the weapon (s).

Choose from three styles of key override: Straight, Handcuff or Vending.



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31

OFFICE OF THE CITY ATTORNEY

ORDER AUTHORIZING THE MAYOR TO EXECUTE A JOINT OPERATIONS AGREEMENT WITH THE MISSISSIPPI MUSEUM OF ART, INC. TO MANAGE THE MCNAIR-DAVIS PLANETARIUM

WHEREAS, the Department of Human and Cultural Services recommends that the Mayor execute a Joint Operations Agreement with Mississippi Museum of Art, Inc., a Mississippi nonprofit corporation ("MMA") to outsource a portion of the operations of the McNair-Davis Planetarium ("Planetarium"), including but not limited to venue management services; and

WHEREAS, this Agreement will take effect on the date indicated by the last signature on this Agreement and will remain in effect until the date that is the last day of the month that is three (3) years after the date of the grand opening of the Planetarium; and

WHEREAS, the Parties agree that MMA will need time to plan the opening and operation of the Planetarium and to hire staff to open and operate the Planetarium. Therefore, the grand opening of the Planetarium will be completed on or before December 31, 2026; and

WHEREAS, under the proposed Agreement, MMA will be responsible for the daily operation and management of the Planetarium, including:

- Operating educational programs, shows, performances, meetings, and community events.
- Hiring, supervising, and managing all Planetarium personnel.
- Marketing and promoting the facility.
- Negotiating and administering sponsorships (including, but not limited to, all naming rights and advertising rights agreements), rentals, vendor contracts, and service agreements.
- Collecting revenues generated through Planetarium operations.
- Maintaining the facility and performing routine repairs and maintenance, provided the amounts do not exceed $5,000.
- Maintaining financial records and providing regular financial reporting to the City.
- Ensuring compliance with applicable federal, state, and local laws.

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

IT IS THEREFORE ORDERED, that the Mayor is authorized to execute the Joint Operating Agreement with Mississippi Museum of Art, Inc., to outsource a portion of the operations of the McNair-Davis Planetarium, and the Department of Human and Cultural Services is authorized to make payments as outlined in the Agreement.

Agenda Item No. 31
July 28, 2026
(Junior, Horhn)

Office of the City Attorney

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

OFFICE OF THE CITY ATTORNEY

This **ORDER AUTHORIZING THE MAYOR TO EXECUTE A JOINT OPERATIONS AGREEMENT WITH THE MISSISSIPPI MUSEUM OF ART, INC. TO MANAGE THE MCNAIR-DAVIS PLANETARIUM** is legally sufficient for placement in NOVUS Agenda.

Sondra O. Moncure

Sondra Moncure, *Special Assistant*

7/27/20

Date

JOINT OPERATIONS AGREEMENT

This Joint Operations Agreement (this "**Agreement**") is made and entered by and between Mississippi Museum of Art, Inc., a Mississippi nonprofit corporation ("**MMA**") and City of Jackson, Mississippi, a body corporate and politic of the State of Mississippi (the "**City**") (MMA and the City are referred to individually as a "**Party**" and collectively as the "**Parties**").

WHEREAS, pursuant to Sections 43-35-1 *et seq.* of the Mississippi Code of 1972, as amended from time to time (the "**Urban Renewal Act**") and Section 57-105-1 of the Mississippi Code of 1972, as amended from time to time (the "**MS NMTC Act**"), JRA Planetarium Public Benefit Corporation, a Mississippi nonprofit corporation ("**JRA PBC**"), acquired a leasehold estate in the real property located at 201 E. Pascagoula Street, Jackson, MS 39201, and more particularly described in the JRA Ground Lease (as defined herein) (the "**Land**"), including an existing approximately 72,595 square foot building operated by City as the Russell C. Davis Planetarium and the Arts Center of Mississippi (the "**Existing Facility**" and, together with the Land, the "**Property**"), pursuant to that certain Ground Lease Agreement dated March 20, 2024 (the "**JRA Ground Lease**") between JRA PBC (in such capacity, "**Ground Lessee**") and Jackson Redevelopment Authority, a body corporate and politic and urban renewal agency of the City of Jackson, Mississippi ("**JRA**"); and

WHEREAS, pursuant to the Urban Renewal Act and the MS NMTC Act, JRA and City have entered into that certain Ground Lease Agreement dated as of March 20, 2024 (as the same may be amended, assigned, restated, modified, or supplemented from time to time, the "**City Ground Lease**") under which JRA holds a leasehold estate in the Demised Premises (as such term is defined in the City Ground Lease); and

WHEREAS, pursuant to the JRA Ground Lease, the City Ground Lease and the Development Agreement (as defined in the JRA Ground Lease), City and JRA in cooperation with JRA PBC (in its capacity as Ground Lessee), caused the construction, development, repairing, improving, adorning and equipping of the Existing Facility and other authorized purposes in connection with the same including constructing, improving and paving streets, sidewalks, driveways, parkways, walkways and public parking facilities on the Property (collectively, the "**Improvements**"); and

WHEREAS, pursuant to the Development Agreement, JRA PBC appointed City, as developer therein, to provide for, or cause to be provided for, the completion of the construction and development of the Improvements on the Property; and

WHEREAS, JRA PBC and City entered into that certain Lease Agreement dated March 20, 2024 (the "**City Operating Lease**"), to lease the Property and the Improvements (collectively, the "**Demised Premises**") to the City as provided therein for City to operate the Planetarium (as hereinafter defined); and

WHEREAS, in accordance with the requirements of the City Operating Lease, JRA PBC equipped the Demised Premises with certain furniture, fixtures, machinery and equipment necessary or desirable for the operation of the Planetarium (the "**FF&E**"); and

WHEREAS, JRA PBC, as borrower, entered into a Loan Agreement (the "**CDE Loan**

Agreement") and other ancillary loan documents with Hope New Markets 26, LLC, a Mississippi limited liability company (the "**Hope CDE Lender**") and Wells Fargo Community Development Enterprise Sub-CDE 61, LLC, a Delaware limited liability company (the "**Wells CDE Lender**" and, together with the Hope CDE Lender, the "**CDE Lenders**"), as lenders, pursuant to which the CDE Lenders made certain loans to JRA PBC, the proceeds of which were used to finance the Improvements and the FF&E and the Parties intend to comply with the various constraints with the CDE Loan Agreement; and

WHEREAS, the City now desires to enter into this Agreement in order to outsource a portion of the operations of the Demised Premises, including but not limited to Venue Management Services (as hereinafter defined) and other operations, marketing, maintenance, repairs and programming in connection with the McNair-Davis Planetarium, formerly known as the Russel C. Davis Planetarium (the "**Planetarium**") upon the terms and conditions hereinafter set forth, and MMA is willing to undertake such operations on the City's behalf; and

WHEREAS, the City believes that it would promote the goals of the City and MMA to have a thriving and active cultural center by having the Planetarium reopen and be successful; and

WHEREAS, the Parties believe that this Agreement will enable operational efficiency, expand cultural offerings, and generate economic benefits for the City by having the Planetarium managed by a cultural institution within close proximity with the Planetarium; and

WHEREAS, MMA has requested funding from the City to support its operations and management of the Planetarium; and

WHEREAS, this Agreement will ensure that the City maintains ownership of the Planetarium while collaborating with MMA to ensure the success of the Planetarium as a cultural and community asset.

NOW, THEREFORE, in consideration of the foregoing and the mutual and dependent covenants hereinafter set forth, the Parties agree as follows:

1. **DEFINITIONS.**

   a. "**Capital Repairs**" shall mean any and all repairs to or replacement of any furniture, fixtures, machinery, or equipment, which cost in excess of $5,000.00.

   b. "**Capital Improvements**" shall mean any and all additional furniture, fixtures, machinery, or equipment and any and all building additions, alterations, or renovations after the initial construction of the Improvements which cost in excess of $5,000.00.

   c. "**Emergency Expenses**" shall mean those extraordinary, unanticipated, and non-recurring costs that are not reasonably contemplated in the ordinary course of operating the Planetarium and that must be incurred to prevent or mitigate (i) imminent harm to the health or safety of patrons, staff, or the general public; (ii) significant damage to the Planetarium or its equipment, fixtures, or systems; or (iii) material interruption of the Planetarium's operations.

Emergency Expenses include, without limitation: (1) costs arising from fire, flood, storm, natural disaster, or other casualty; (2) urgent repairs to critical building systems (including HVAC, electrical, plumbing, structural, or life-safety systems) made necessary by sudden or unexpected breakdowns; (3) costs required by governmental order or emergency regulation; and (4) any other extraordinary costs reasonably determined by MMA to be immediately necessary for the protection of persons, property, or the continuity of the Planetarium's operations.

Emergency Expenses expressly exclude routine maintenance, ordinary wear-and-tear items, and any other expenses that are reasonably foreseeable and capable of being budgeted in advance.

d. **"Fiscal Year"** shall mean the City's fiscal year, which commences on October 1 of each calendar year.

e. **"Operating Expenses"** shall mean any and all expenses and expenditures of whatever kind or nature incurred, directly or indirectly, in operating the Planetarium and in providing Venue Management Services and other services under this Agreement, including expenses and expenditures for operating, managing or promoting the Planetarium, Emergency Expenses, and maintenance and repair expenses that are not Capital Repairs or Capital Improvements.

f. **"Operating Revenues"** shall mean any and all revenues of every kind or nature derived, directly or indirectly, from operating, managing or promoting the Planetarium. Operating Revenues expressly exclude charitable contributions made to MMA and revenues of every kind or nature from operations of MMA other than the Planetarium.

g. **"Net Operating Revenues"** shall mean annual Operating Revenues minus annual Operating Expenses.

2. **TERM & EARLY TERMINATION.**

a. **Initial Term**. This Agreement will take effect on the date indicated by the last signature on this Agreement (the **"Effective Date"**) and will remain in effect until the date that is the last day of the month that is three (3) years after the date of the grand opening of the Planetarium (the **"Initial Term"**).

b. **Opening of the Planetarium**. The Parties agree that MMA will need time to plan opening and operating the Planetarium and to hire staff to open and operate the Planetarium. Therefore, the grand opening of the Planetarium will be completed on or before the later of the date that is six (6) months after the Effective Date or December 31, 2026.

c. **Renewal Terms**. The Initial Term will be extended for an additional three (3) year period (such period is the **"Renewal Term"** and the Initial Term together with the Renewal Term is collectively the **"Term"**) on the same terms and conditions set

forth herein, unless MMA or the City elects not to renew the Initial Term, which election will be made by written notice to either party no later than six (6) months prior to the end of the Initial Term. This period shall not affect either Party's ability to terminate this Agreement early, as provided in Section 2.d. From and after the date of any written notice to the City of non-renewal or from and after the date that is six (6) months prior to the expiration of the Renewal Term, MMA shall not make any single expenditure for any Operating Expenses in excess of $10,000.00 without the prior written approval by the City. MMA shall reimburse the City for any excess expenditures made without such approval.

d. **Early Termination for Cause**. Either Party may terminate this Agreement for cause in accordance with the terms of "Events of Default/Breach & Remedies" in Section 4, including material breaches and events of default as described therein. From and after the date of delivery of notice of any termination under Section 2.c., MMA shall not make any single expenditure for any Operating Expenses in excess of $10,000.00 without the prior written approval by the City. MMA shall reimburse the City for any excess expenditures made without such approval.

e. **Surrender**. Upon expiration of this Agreement or early termination of this Agreement, permission for MMA to use the Planetarium, including related furniture, fixtures, machinery, and equipment contained therein or owned by the City or JRA or JRA PBC, shall be revoked. Thereafter, MMA shall promptly vacate and surrender the Planetarium and all such related furniture, fixtures, machinery, and equipment. Such surrender shall be complete not later than the date of expiration of this Agreement or the date that is sixty (60) days after written notice of termination. All reports and records, including financial records, maintained by MMA relating to this Agreement, other than materials containing MMA's proprietary information, shall be delivered to the City; provided that MMA may retain copies of public or non-public records as reasonably necessary for audit, tax, archival, and defense purposes.

3. **USE OF DEMISED PREMISES/NMTC COMPLIANCE.**

a. **Use of Demised Premises**. During the Term, MMA shall be permitted to have full access and use of those portions of the Demised Premises that are necessary or desirable to operate the Planetarium consistent with the City Operating Lease. This Agreement shall not be considered a sublease of the City Operating Lease, and MMA shall have no authority to sublease or convey any portion of the Demised Premises. MMA's rights are a revocable license to access and use the Demised Premises solely to perform Venue Management Services, with no possessory interest and no right to exclude the City. Any and all usage of the Demised Premises by MMA, including but not limited to any short-term event usage by third parties, shall be subject to the NMTC Restrictions set forth in **Exhibit A** attached hereto.

b. **NMTC Compliance**. MMA acknowledges that the Improvements and the FF&E were financed utilizing federal New Markets Tax Credits (the "**Tax Credits**") authorized under Section 45D of the Internal Revenue Code of 1986, as amended

(the "**Code**"), and both City and MMA agree that no action shall be taken by either Party without the written consent of both Parties and the CDE Lenders that would in any way jeopardize or threaten the validity of the Tax Credits, or JRA PBC's status as a "qualified active low-income community business" as such term is defined in Section 45D of the Code and associated Treasury Regulations. For so long as the CDE Loan Agreement remains in effect, City and MMA shall provide such information as may be reasonably requested by the CDE Lenders to comply with requirements of the CDFI Fund (as defined in the CDE Loan Agreement) with respect to the Tax Credit data collection. The Demised Premises shall be operated in a manner that satisfies and shall continue to satisfy all restrictions applicable to the Demised Premises and real property on which the Demised Premises are located and qualified businesses under Section 45D of the Code and Treasury Regulations (as defined in the CDE Loan Agreement), which restrictions are set forth in **Exhibit A** attached hereto. The City shall make all payments due under the City Operating Lease and all payments under the CDE Loan Agreement without contribution by MMA. City and MMA agree that this Agreement will terminate upon any breach by MMA of any of the restrictions set forth in **Exhibit A**.

4. **EVENTS OF DEFAULT & BREACH; REMEDIES.**

a. **Events of Default & Breach**.

i. The following shall be an event of default by the City upon any one or more actions, inactions, failures or defaults by the City as follows:

1. The City fails to make payments required by this Agreement within forty-five (45) days after written notice from MMA; or

2. The City fails in any material respect to perform or comply with any of the other terms, covenants, agreements or conditions of this Agreement, and such failure continues without cure for more than sixty (60) days after written notice thereof from MMA, provided, however, if the failure cannot be corrected through the exercise of reasonable diligence within such sixty (60) day period, the failure shall be deemed to be timely cured, if the City commences to correct same within such sixty (60) day period and thereafter diligently prosecutes same to completion.

ii. The following shall be an event of default by MMA upon any one or more actions, inactions, failures or defaults by MMA as follows:

1. An admission by MMA in writing of its inability to pay its debts as they become due;

2. The filing of a petition for Bankruptcy or for reorganization or arrangement under the Bankruptcy code as now or in the future amended, or file a pleading asking for such relief, or have or suffer to be filed an involuntary petition in Bankruptcy against it which is

not contested and discharged within sixty (60) days;

3. Making an assignment for the benefit of creditors;

4. Consenting to an appointment of a trustee or receiver for all or a major portion of its property;

5. Being adjudicated as bankrupt or insolvent under any Federal or State law;

6. Suffering the entry of a court order under any Federal or State law appointing a receiver or trustee for all or a major portion of its property or ordering the winding up or liquidation of its affairs or approving a petition filed against it under the Bankruptcy code, as now or in the future amended, which order, if not consented to by it, shall not be vacated, denied, set aside or stayed within 60 days of its entry; or

7. Discovery of misappropriation by MMA or any representative or employee of MMA of any funds belonging to the City that are in the possession or control of MMA, including without limitation monies from any operating fund or capital fund for the Planetarium that is not covered by fidelity insurance or bond in the City's favor.

8. MMA fails in any material respect to perform or comply with any of the other terms, covenants, agreements or conditions of this Agreement, and such failure continues without cure for more than sixty (60) days after written notice thereof from the City; provided, however, if the failure cannot be corrected through the exercise of reasonable diligence within such sixty (60) day period, the failure shall be deemed to be timely cured, if MMA commences to correct same within such sixty (60) day period and thereafter diligently prosecutes same to completion.

b. **Remedies**

i. Upon any event of default by the City set forth in Section 4.a.i., MMA may terminate this Agreement by written notice to the City, which termination will be effective on the date set forth in the notice.

ii. Upon any event of default by MMA set forth in Section 4.a.ii., the City may terminate this Agreement by written notice to MMA, which termination will be effective on the date set forth in the notice.

iii. Upon any termination of this Agreement under this Section 3 or Section 4, all allowable Operating Expenses incurred or committed prior to the effective date of termination shall be paid using funds on deposit in the account(s) maintained by MMA for the operation and management of the

Planetarium. Upon such termination, all further obligations of the Parties hereunder shall terminate, except for the obligations that are intended to survive the termination or expiration of this Agreement, including without limitation obligations to make payments for amounts due and owing, to defend, indemnify, and hold harmless the City or MMA, and to maintain and disclose records, audits, and reports. Neither Party is liable to the other Party for consequential, punitive or exemplary damages.

iv. Dispute Resolution. The parties agree to encourage the amicable resolution of disputes arising out of or relating to the interpretation, application or enforcement of this Agreement, or the rights, obligation and duties of any party under this Agreement without the emotional and financial costs of litigation. Accordingly, each party covenants and agrees to use good faith efforts to resolve such claims, grievances or disputes (**"Claims"**) using the procedures set forth in this Section 4.b.iv. before filing suit in any court.

Mandatory Procedures.

(a) Notice. If either party having a Claim (**"Claimant"**) against the other party (**"Respondent"**) (collectively, the **"Parties"**) shall notify Respondent in writing (the **"Notice"**), stating plainly and concisely: (i) the nature of the Claim and Respondent's role in the Claim; (ii) the legal basis of the Claim (i.e., the specific authority out of which the Claim arises); (iii) Claimant's proposed remedy; and (iv) that Claimant will meet with Respondent to discuss in good faith ways to resolve the Claim.

(b) Negotiation. The Parties shall make every reasonable effort to meet in person and confer for the purpose of resolving the Claim by good faith negotiation. Upon receipt of a written request from any Party accompanied by a copy of the Notice, the Parties may appoint a representative to assist the Parties in resolving the dispute by negotiation.

(c) NonBinding Mediation. If the Parties do not resolve the Claim through negotiation within thirty (30) days of the date of the Notice (or within such other period as may be agreed upon by the Parties) (**"Termination of Negotiations"**), then Claimant shall have thirty (30) additional days within which to submit the Claim to mediation. Any settlement of the Claim through mediation shall be documented in writing by the mediator. If the Parties do not settle the Claim within thirty (30) days after submission of the matter to the mediation process, the mediator shall issue a notice of termination of the mediation proceedings (**"Termination of Mediation"**). The Termination of Mediation notice shall set forth the date that mediation was terminated.

Allocation of Costs of Resolving Claims.

Each Party shall bear all its own costs incurred prior to, during and after the proceedings described in Section 4.b.iv., including the fees of its attorney or other representative. Each Party shall share equally all charges rendered by the mediator(s) pursuant to Section 4.b.iv.(c).

Enforcement of Resolution.
If the Parties agree to resolve any Claim through negotiation or mediation in accordance with Section 4.b.iv. and any Party thereafter fails to abide by the terms of such agreement, then any other Party may file suit or initiate administrative proceedings to enforce such agreement or Award without the need to again comply with the procedures set forth in this Section 4.b.iv

The obligation to mediate shall not be binding upon any Party with respect to (i) requests for preliminary injunctions, temporary restraining orders, specific performance, or other procedures in a court of competent jurisdiction to obtain interim relief deemed necessary by such court to preserve the status quo or prevent irreparable injury pending resolution by mediation of the actual dispute.

If the Parties fail to reach a resolution of the dispute through mediation, then the Parties are released to pursue any judicial remedies available to them.

5. **SCOPE OF SERVICES TO BE PROVIDED BY MMA:** MMA will manage the operations of the Planetarium and provide facility maintenance, ensuring high-quality service and safety standards.

a. **Venue Management Services**.

i. MMA will manage and operate the Planetarium to provide educational programming in the theatre, to schedule meetings, for concerts and performances and other live events in the theatre, to program the educational space on the second floor for classes and other gatherings appropriate for the capabilities of that space and for other services (collectively "**Venue Management Services**") consistent with the terms and conditions of this Agreement.

ii. MMA shall have control and authority over the day-to-day operations of the Planetarium, including with respect to Venue Management Services, consistent with the terms and conditions of this Agreement.

iii. Under this Agreement, "**Venue Management Services**" will include the following:

1. employ, supervise, direct and terminate employees and personnel for the effective management of the Planetarium;

2. provide day-to-day administrative services in support of the Venue Management Services, including the maintenance of records;

3. collect and remit to the proper governmental authorities any taxes, including, but not limited to, sales tax, where such taxes arise out of goods or services sold in regard to the operation of the Planetarium;

4. consistent with the terms of this Agreement cause the Planetarium to be in compliance with applicable law, including providing access for persons with disabilities consistent with the Americans with Disabilities Act (as amended) to the extent that such access can reasonably be provided utilizing funding to the extent of Operating Revenues and additional funding provided by the City. To the extent that any ADA violation exists at the time of executing this Agreement, any penalties and remediation cost for such ADA non-compliance shall be the responsibility of the City separate and apart from any funding for the Planetarium or the Management Fee;

5. provide within the Premises adequate wayfinding signage for patrons;

6. impose appropriate fees on admissions, with the amounts collected from the imposition of such fees to be used in operating and maintaining the Planetarium, including the payment of all Operating Expenses;

7. negotiate, administer, and execute in MMA's name but for the benefit of the City and/or the Planetarium agreements reasonably necessary for the performance of this Agreement, where such agreements may include licenses, occupancy agreements, sponsorship agreements (including but not limited to all naming rights and advertising rights agreements), rental agreements, supplier agreements, and service contracts; subject to the following:

   (a) In the event that any such agreements extend beyond the then-current term of this Agreement, advance written approval is obtained from the City and provided, further, that such agreements are otherwise consistent with the terms of this Agreement; and

   (b) Advance notice of any and all naming rights agreements will be provided to the City by written notice at least thirty (30) days before any new naming will be affixed to the Planetarium. If the City objects within thirty (30) days, the parties agree to meet and confer to determine an alternative name that is satisfactory to the City and to the Planetarium.

8. perform event-related facility maintenance as may be reasonably needed to maintain the Planetarium and the furniture, fixtures, machinery, and equipment in good repair and a clean condition, reasonable wear and tear excepted, and in compliance with all applicable laws, including federal, state, and local laws, rules, and regulations;

9. maintain a complete inventory of all existing capital assets (exclusive of food and beverage-related capital assets);

10. establish operating, payroll, and other bank accounts for operation and management of the Planetarium as required by Section 5.c.

11. pay, when due, all Operating Expenses from accounts established by MMA for the operation and maintenance of the Planetarium; and

12. take other action as may otherwise be reasonably necessary for other operations, marketing, maintenance, repairs and programming in connection with the Planetarium.

b. **Maintenance and Improvements to Facility.**

i. MMA shall perform, or cause to be performed, all facility maintenance services and shall provide and maintain all systems necessary or appropriate to ensure the proper operation and upkeep of the Planetarium, in a manner consistent with all applicable laws, including federal, state, and local laws, rules, and regulations. MMA shall be responsible for the routine maintenance and repair of the Premises.

ii. Capital improvements to the Demised Premises shall be the responsibility of the City; provided, however, that MMA may perform emergency repairs as and when needed. The City shall reimburse MMA for such emergency repairs outside of the compensation stated elsewhere in this Agreement if the authorities governing the City approve the cost after consideration of documentation provided by MMA, including invoices, receipts, work orders, or other evidence of the nature and necessity of the cost.

c. **Operating Accounts**. MMA shall establish and maintain in one or more depositories one or more operating, payroll, and other bank accounts for the services to be provided pursuant to this Agreement for the Planetarium, which accounts will be governed by the following:

i. All Operating Revenues collected by MMA and payments made by the City for startup expenses and annual management fees shall be deposited by MMA into the operating, payroll, and other bank accounts, and Operating Expenses shall be paid by MMA from such accounts. In accordance with Section 5.c.iii., Section 7.c. and Section 7.d., funds may be deposited in the Capital Improvement Reserve Fund (as hereinafter defined). The City shall have no transactional authority over MMA accounts.

ii. Operating Revenues and Operating Expenses related to the Planetarium shall be accounted for separately and maintained by MMA in accounts separate from those relating to other revenues received by MMA for fees or from its other business operations.

iii. MMA shall at all times use the funds in the several accounts described within this Section 5 to provide the Venue Management Services. Upon expiration or early termination of this Agreement, MMA shall promptly provide the City with a statement of such funds, including known/anticipated receivables and existing liabilities. Upon termination or expiration of this Agreement, any available funds of the Planetarium shall first be used to satisfy known Planetarium liabilities (including payroll, taxes, vendor invoices, and any unpaid, pro-rated portion of the Management Fee).

iv. MMA shall keep full and accurate accounting records relating to any and all event activities at the Planetarium. MMA shall give the person designated by the City access to such books and records during reasonable business hours and upon reasonable advance notice. MMA shall keep and preserve all sales slips, rental agreements, purchase orders, sales books, credit card invoices, bank books or duplicate deposit slips, and other evidence of Operating Revenues and Operating Expenses for at least three (3) years.

d. **Budget**. MMA will prepare an annual operating budget and annual cash flow projections for each Fiscal Year needed to support the Venue Management Services. MMA will submit the annual operating budget and annual cash flow projections to the City by providing copies to the City's CFO and Director of Human and Cultural Services for informational purposes and not for approval. MMA will use its best efforts to submit the Fiscal Year budget for the first partial year of this Agreement on or before August 1, 2026, and to submit such annual budgets for subsequent Fiscal Years on or before June 30 preceding the start of the next Fiscal Year.

e. **Reporting**.

i. By the fifteenth (15th) day of each month during this Agreement, MMA shall provide to the Director of Human and Cultural Services and City's CFO a financial statement for the Planetarium, including a YTD balance sheet, income statement, and statement of cash flows through the previous month. The income statement will show variance to the YTD budget. MMA will provide bank account balances for operating accounts and the balance and uses of funds in the Capital Improvement Reserve Fund.

ii. MMA shall, within ninety (90) days after the end of each Fiscal Year, provide an annual audit report by an independent certified public accountant to the Director of Human and Cultural Services and City's CFO.

iii. The City's CFO shall have the right to conduct a review of any statement or report delivered in connection with this Agreement.

6. SCOPE OF SERVICES TO BE PROVIDED BY THE CITY.

a. The City hereby grants MMA permission to enter the Planetarium and to use the furniture, fixtures, machinery, and equipment contained therein for providing the Venue Management Services. MMA is permitted to exercise control over the Planetarium and the furniture, fixtures, machinery, and equipment contained in the Planetarium as may be needed for the provision of the Venue Management Services.

b. Subject to the terms of the City Operating Lease, the City at all times remains the owner of the Planetarium, including all furniture, fixtures, machinery, and equipment contained therein, and of the real property on which the Improvements are situated. No real property interest is conveyed to MMA under this Agreement, as this is a contract for services. The City will pay the Base Rent and other charges due under the City Operating Lease.

c. Representatives of the City shall have the right to enter all portions of the Planetarium for purposes including without limitation to conduct inspections, to observe the performance of MMA in its obligations under this Agreement, to install, remove, adjust, repair, replace or otherwise handle any equipment, utility lines, or other matters in, on, or about the Planetarium, or to do any act or thing which the City may be obligated or have the right to do under this Agreement or otherwise. In connection with the exercise of such rights, the City will endeavor to provide (but is not obligated to provide) advance notice to MMA for security purposes and to minimize any interference with or disruption of MMA's work under this Agreement. Nothing contained in this Section or this Agreement is intended or shall be construed to limit any other rights of the City under this Agreement nor to impose or to be construed to impose upon the City any independent obligation to construct or maintain or make repairs, replacements, alterations, additions or improvements or create any independent liability for any failure to do so. Except in cases of emergency, the City shall not exercise its rights under this paragraph in a manner that interrupts an active show, performance, or event at the Planetarium. To the extent permitted by law, the City shall indemnify and hold harmless MMA for any damages to third parties caused by the City exercising its rights under this Section 6.c. in a manner which causes disruption to a show, performance, or event at the Planetarium.

d. In addition to the Management Fee, the City will pay insurance premiums required by its obligations under this Agreement and the City Operating Lease and all utility costs (including without limitation electricity, natural gas, and water). MMA will pay all other operation and maintenance costs.

7. COMPENSATION AND RESERVE FUND.

a. Within fifteen (15) days after the Effective Date, the City shall pay $250,000.00 to MMA to provide sufficient funds for the reopening of the Planetarium which shall provide for staffing expenses prior to the opening date and other expenses related

to the cost of opening, operating and maintaining the Planetarium.

b. Beginning with the Fiscal Year commencing October 1, 2026, and continuing for each Fiscal Year during the Term, the City shall pay to MMA an annual management fee of $130,000.00 (the "**Management Fee**") within thirty (30) days of the first business day of each Fiscal Year.

c. MMA will establish a reserve fund (the "**Capital Improvement Reserve Fund**"). The Capital Improvement Reserve Fund will be funded in the amount of $100,000.00 for each Fiscal Year during the Term after the first Fiscal Year. To the extent there is positive Net Operating Revenue in any Fiscal Year during the Term, MMA shall retain funds remaining at the end of the Fiscal Year and will deposit said funds into the Capital Improvement Reserve Fund up to the amount of $100,000.00 per year. The Capital Improvement Reserve Fund shall, when available, be used to pay for Capital Improvements or Capital Repairs, to purchase additional furniture, fixtures, machinery, or equipment for the Planetarium, to replace obsolete or non-functioning furniture, fixtures, machinery, or equipment and/or to repair furniture, fixtures, machinery, or equipment. The City is not responsible for contributing funds to the Reserve Fund.

d. If, after each annual audit report is received, the audit report shows positive Net Operating Revenue for the preceding Fiscal Year after subtracting the funds required to fund the Capital Improvement Reserve Fund, then MMA shall be entitled to retain fifty percent (50%) of the surplus Net Operating Revenue as a performance bonus, with the remainder returned to the City.

8. **SIGNAGE**. All signage (interior, exterior, permanent, temporary), including signage provided under the terms of sponsorship agreements, shall comply with applicable law and shall be maintained in good and clean condition, reasonable wear and tear excepted.

9. **USE OF CITY NAME AND LOGO**. In connection with its activities under this Agreement, including without limitation advertising relating to the Planetarium, the Parties shall be permitted to use the terms "City of Jackson" and "McNair-Davis Planetarium" and associated logos for such names in advertising and promotional materials. However, the City shall retain the right to disallow such activities, uses, and advertising and the use of the term "City of Jackson" at any time.

10. **EMPLOYEES.** MMA shall select, train and employ such number of employees as it deems necessary or appropriate to satisfy its responsibilities hereunder, and shall have exclusive authority to hire, terminate and discipline any and all personnel working in connection with the provision of services under this Agreement. MMA's employees shall not for any purpose be considered to be employees of the City. MMA shall be solely responsible for their supervision and daily direction and control, for setting and paying such employees' compensation (including federal, state and local income tax withholding) and any employee benefits and for discipline, including termination, of employees. All costs related to employees of MMA serving for the Planetarium shall be Operating Expenses.

11. DEFENSE, INDEMNIFICATION AND HOLD HARMLESS

To the extent it is permitted by the constitution and the laws of the State of Mississippi, each Party shall indemnify, defend, and hold the other Party harmless or will provide such insurance is necessary to cover indemnification for claims to the extent arising from that Party's negligence or willful misconduct. This duty to indemnify, defend and hold harmless, is to the fullest extent permitted by law and applies to each Party, its officers, agents and employees and representatives in connection with this Agreement, from and against any and all loss or expense that may arise by reason of liability for damage, injury or death, or for invasion of personal or property rights, of every kind and nature including but not limited to: (i) claims of property damage; (ii) claims of personal injury by employees, agents, or subcontractors; (iii) claims of personal injury to third parties; and (iv) reasonable attorneys' fees, whether incurred as the result of a third party claim or to enforce this contract: arising out of or resulting directly or indirectly from the misfeasance, omission of duty, negligence or wrongful act on the part of said Party in its performance of the work or the enforcement of this Agreement, irrespective of whether there is a breach of a statutory obligation or rule of apportioned liability; and whether casual or continuing trespass or nuisance, and any other claim for damages arising at law and equity alleged to have been caused or sustained in whole or in part by or because of misfeasance, omission of duty, negligence or wrongful act on the part of said Party.

Additionally, to the extent that any claim arises from pre-existing conditions at the Planetarium or City retained functions, the City shall indemnify, defend, and hold harmless MMA, its officers, agents and employees and representatives, including any claims for attorneys' fees and costs, to the extent it is permitted by the constitution and the laws of the State of Mississippi. It is the intent of this provision to clarify that MMA, including its officers, agents, employees and representatives, should not be held liable for claims arising prior to MMA taking over management of the Planetarium. The parties agree and acknowledge that the City does not have the legal authority to agree to indemnify or hold harmless MMA or any other person or entity for liability arising from the performance of MMA or any other person or entity.

12. LIABILITY CAP & DAMAGES.

Neither Party is liable to the other Party for consequential, punitive or exemplary damages.

13. INSURANCE.

a. City shall cause to be maintained such insurance on the Demised Premises as is required by the City Operating Lease.

b. MMA shall secure and shall keep in force at all times during the term of this Agreement the following types, coverages, and amounts of insurance:

   i. General Liability Insurance including Comprehensive Form, Premises-Operations, Products/Completed Operations, Blanket Broad Form Contractual, Independent Contractors, Liquor Liability,

and Broad Form Property Damage Coverage with minimum limits of not less than one million dollars ($1,000,000.00) Combined Single Limit for Bodily Injury and Property Damage.

Automobile Liability Insurance for owned, hired and non-owned vehicles for business use covering all vehicles operated by MMA officers and employees in connection with the Planetarium and the services provided under this Agreement with a combined single limit of not less than One Million Dollars ($1,000,000.00) per occurrence (including an extension of hired and non-owned coverage) for Bodily Injury and Property Damage;

ii. Claims-made Professional Liability Insurance with minimum limits of not less than one million dollars ($1,000,000.00).

iii. Claims-made Business Interruption Insurance to lost revenue because of infrastructure deficiencies or failures, with minimum limits of not less than one million dollars ($1,000,000.00).

iv. Umbrella coverage with a limit of five million dollars ($5,000,000.00) in the aggregate.

v. Claims-made fidelity/crime insurance or bond covering MMA's employees for services provided under this Agreement.

vi. Workers Compensation insurance as required by the laws for the State of Mississippi.

The costs of all insurance for the Demised Premises, the Planetarium and Venue Management Services required to be maintained by MMA pursuant to this Section 13.b. shall be Operating Expenses.

c. The terms of all insurance policies referred within this Agreement shall preclude subrogation claims against MMA, the City, and their respective partners, members, officers, directors, employees and agents.

d. All policies shall be written so that the City will be notified of cancellation or restrictive amendment at least thirty (30) days prior to the effective date of such cancellation or amendment. Certificates of insurance from the carrier, or their authorized agent, with the appropriate additional insured endorsement attached showing the City as an additional insured and stating the limits of liability and expiration date which are acceptable to the City shall be submitted to the Director of Human and Cultural Services and the City's CFO with and accepted by the City before operations are begun. The intent is that this insurance, with the City being named as an additional insured, is to be primary.

14. **ASSIGNMENT.** MMA is prohibited from assigning, transferring, conveying, subletting, or otherwise disposing of this Agreement or MMA's right, title, or interest in this

Agreement to any other person or entity without prior written consent by the City and the CDE Lenders. MMA may assign to affiliates and subcontract specialty functions needed to operate the Planetarium such as concessions, A/V, rigging, credit card payment, etc.

15. **INDEPENDENT CONTRACTOR.** MMA is an independent contractor. Neither MMA, nor MMA's officers, employees, agents, or servants shall hold themselves out as, or claim to be, officers or employees of the City.

16. **NO PARTNERSHIP OR JOINT VENTURE.** Nothing herein contained is intended or shall be construed in any way to create or establish the relationship of partners or a joint venture between the City and MMA.

17. **GOVERNMENTAL COMPLIANCE**. MMA shall comply with all applicable law in providing services under this Agreement, where such law includes federal, state, and local laws, rules, and regulations.

18. **LICENSES AND PERMITS.** MMA shall obtain all licenses or permits required for MMA's services or work under this Agreement, and the expense of licenses and permits will be an Operating Expense.

19. **TAXES.** MMA shall collect and remit to the proper governmental authority all taxes arising out of services performed under this Agreement, including without limitation sales taxes.

20. **NO LIENS.** MMA shall not permit any liens or encumbrances to be made on the Demised Premises or on any furniture, fixtures, machinery, and equipment contained therein.

21. **SUSPENSION AND DEBARMENT.** MMA certifies that MMA and any person associated with MMA in the capacity of director, officer, or employee is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency, and has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three years.

22. **NONDISCRIMINATION.** The Parties agree to comply with all applicable state and federal laws, rules, and regulations governing equal employment opportunity, immigration, and nondiscrimination.

23. **FORCE MAJEURE.** Each Party is excused from any failure or delay in performance of responsibilities otherwise imposed by this Agreement for any cause beyond its control, including but not limited to acts of God, fire, flood, natural disaster, war or threat of war, acts or threats of terrorism, civil disorder, unauthorized strikes, computer viruses, incompatible or defective equipment, software or services not supplied or controlled directly by either Party, governmental regulation or advisory, recognized health threats (i.e., disease outbreaks, epidemics or pandemics) as determined by the World Health Organization, the Centers for Disease Control, local government authority or health agencies, curtailment of transportation facilities, or other similar occurrence beyond the control of such Party, where any of those factors, circumstances, situations or conditions or similar ones prevent, dissuade, or unreasonably delay performance of this Agreement,

rendering performance of this Agreement by any Party illegal, impossible, inadvisable, or commercially impracticable. Deadlines are extended under this Section only for the duration of the event at issue. Payment obligations for past-due amounts are not excused due to the operation of this Section. To the extent reasonably practicable, the Parties will mitigate and resume performance promptly.

24. **AGREEMENT MODIFICATIONS.** This Agreement represents the entire and integrated agreement between City and MMA concerning the management and marketing of the Planetarium and supersedes all prior negotiations, representations or agreements either written or oral. This Agreement may only be amended, modified, or supplemented by an agreement in writing signed by each Party; provided, however, that the Agreement shall not be amended, modified, supplemented, or waived by the Parties without the prior written consent of the CDE Lenders.

25. **SEVERABILITY.** If any term or provision of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and every other term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

26. **REPRESENTATIONS AND WARRANTIES.** The City represents and warrants to MMA that (i) the City has full legal right, power and authority to enter into and perform its obligations hereunder, (ii) this Agreement has been duly executed and delivered by the City and constitutes a valid and binding obligation of the City, enforceable in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, reorganization or similar laws affecting creditors' rights generally or by general equitable principles, and (iii) the execution and delivery of this Agreement will not violate or cause a breach (with or without notice or the passage of time) under any agreement to which the City is a party, including, without limitation, this Agreement.

MMA represents and warrants to the City the following: (i) MMA has full legal right, power and authority to enter into and perform its obligations hereunder, and (ii) this Agreement has been duly executed and delivered by MMA and constitutes a valid and binding obligation of MMA, enforceable in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, reorganization or similar laws affecting creditors' rights generally or by general equitable principles, and (iii) the execution and delivery of this Agreement will not violate or cause a breach (with or without notice or the passage of time) under any agreement to which MMA is a party, including, without limitation, this Agreement.

27. **GOVERNING LAW.** This Agreement will be governed by and construed in accordance with the internal laws of the State of Mississippi, without giving effect to otherwise applicable principles of conflicts of law. For legal disputes, venue will be a court of competent jurisdiction in Hinds County, Mississippi. MMA consents to such jurisdiction.

28. **NON-WAIVER.** A failure by any Party to take any action with respect to any default or violation by another Party of any of the terms, covenants, or conditions of this Agreement shall not in any respect limit, prejudice, diminish, or constitute a waiver of any rights of

such Party to act with respect to any prior, contemporaneous, or subsequent violation or default or with respect to any continuation or repetition of the original violation or default.

29. **COUNTERPARTS.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original copy of this Agreement, and all of which, when taken together, shall be deemed to constitute but one and the same agreement.

30. **NOTICES.** Any notice, consent or other communication given pursuant to this Agreement will be in writing addressed to such party as set forth below or as such party may designate by written notice given to the other parties in accordance herewith (addresses on **Exhibit B**).

If to the City, to:	Chief Administrative Officer, City of Jackson Director of Human and Cultural Services, City of Jackson City Attorney, City of Jackson
With copies to:	Jetson G. Hollingsworth, Butler Snow LLP
If to MMA, to:	Betsy Bradley, Executive Director
With a copy to:	_____
If JRA PBC, to:	_____
With a copy to:	Jetson G. Hollingsworth, Butler Snow LLP

Any notice, consent or other communication required to be given to CDE Lenders pursuant to this Agreement will be in writing addressed to the entities set forth in **Exhibit C**.

SIGNATURES ON FOLLOWING PAGE

Mississippi Museum of Art, Inc.

By: _____ Date: _____
Title:_____

City of Jackson, Mississippi

By: _____ Date: _____
Title:_____

ATTEST:

_____
Title:_____

This Agreement shall not become effective unless and until the written consent of the CDE Lenders (and, if required under the City Operating Lease, JRA PBC) is obtained.

EXHIBIT A
NMTC RESTRICTIONS

MMA shall use the Demised Premises only for the uses described in this Agreement and for no other purpose without the prior written consent of the CDE Lenders. In no event shall any portion of the Demised Premises be used or subleased to any party for any trade or business, either as a principal or an ancillary business, that is an excluded business under Section 1.45D 1(d)(5)(iii)(B) of the Treasury Regulations, including, without limitation, any one or more of the following: (i) the rental to others of "residential rental property" (as such term is defined in Section 168(e)(2)(A) of the Code); (ii) the operation of any private or commercial golf course, country club, massage parlor, hot tub or suntan facility, race track or other facility used for gambling, any store the principal business of which is the sale of alcoholic beverages for consumption off premises, or any check cashing store; (iii) the development or holding of intangibles for sale or license; (iv) farming (within the meaning of Section 2032A(e)(5)(A) or (B) of the Code); (v) the operation of any bank, credit union or other financial institution; provided that any tenant or subtenant may operate a state or federally chartered bank or thrift; (vi) any type of sexually oriented business, adult entertainment or adult bookstore; including but not limited to any facility selling or displaying adult or pornographic books, literature, videotapes or materials in any medium, or any facility providing adult entertainment or other adult services (for purposes of this limitation, materials or activities shall be considered "adult" or "pornographic" if the same are not available for sale or rental to children under eighteen (18) years old because they explicitly deal with or depict human sexuality); (vii) escort services, dating services, or similar matchmaking or companion services; (viii) without limitation of (ii) above, bingo or similar games of chance, including, without limitation, the sale of lottery tickets; (ix) the sale of any firearms, ammunition or weapons, or a shooting gallery of any type; (x) the sale of fireworks, except as an incidental part of another primary business; (xi) pay day lending activities, pay day advances, pay check advances, or any similar type of lending activity; (xii) pawn shops, pawn brokers, car title lenders (which, for purposes of this limitation, will not include auto loans made by a state or federally chartered bank or thrift), or any similar type of lending activity; (xiii) check cashing services, except as an incidental part of another primary business or incident to the banking activities of a state or federally chartered bank or thrift; (xiv) debt collection activities, debt consolidation services, credit repair or credit restoration activities, except as such activities are incidental to banking activities conducted by a state or Federally chartered bank or thrift; (xv) bail bond services of any kind, or any activities of a bail bond agent; (xvi) the sale, distribution, marketing, or production of medical marijuana, medical cannabis or any constituent cannabinoids such as THC, as well as any substance considered to be synthetic cannabinoids (this limitation applies broadly, regardless of whether the activity is conducted by collectives, collective caregivers, co-ops, growers, or any other entity or organization); (xvii) the sale, distribution, or manufacture of any type of drug paraphernalia; (xviii) tattoo parlors or any establishment that performs tattooing; (xix) a bar, restaurant or other establishment, the principal business of which is the sale of alcohol for consumption on premises (for purposes of this limitation, an establishment shall be considered to have the sale of alcohol for consumption on premises as a principal business if: (a) alcohol sales amount to fifty percent (50%) or more of the establishment's gross receipts in any month; (b) there is no independent, full service kitchen to service in restaurant dining; (c) there are no waiters and table service for dining; (d) minors are prohibited from entry during all or at specified times of the day; or (e) more than thirty percent (30%) of the square footage of the premises is devoted

principally to the sale and consumption of alcohol on premises); (xx) businesses based predominantly on inbound or outbound telemarketing activities, except as such calls are an incidental part of another primary business; or (xxi) multi-level marketing activities, the sale of multi-level business opportunities or network marketing activities.

EXHIBIT B

If to the City, to:

Chief Administrative Officer, City of Jackson
Director of Human and Cultural Services, City of Jackson

With a copy to:

City Attorney, City of Jackson
P.O. Box _____
Jackson, MS _____
Telephone: (601) 960-1799
E-mail: dmartin@city.jackson.ms.us

If to MMA, to:

Mississippi Museum of Art, Inc.
380 S. Lamar Street
Jackson, MS 39201
Attention: Betsy Bradley
Telephone: (601) 960-1515
E-mail: bbradley@msmuseumart.org

With a copy to:

_____
_____
_____
Attention: _____
Telephone (601) _____
E-mail: _____

If Public Benefit Corp, to:

_____
_____
_____
Attention: _____
Telephone (601) _____
E-mail: _____

With a copy to:

Butler Snow LLP
1020 Highland Colony Parkway, Suite 1400
Ridgeland, MS 39157
Attention: Jetson G. Hollingsworth
Telephone: (601) 985-4404
E-mail: Jet.Hollingsworth@butlersnow.com

EXHIBIT C

ADDRESSES OF EACH CDE LENDER AND OTHER FINANCING PARTIES

If to the Hope CDE Lender:

Hope Enterprise Corporation
Hope New Markets 26, LLC
4 Old River Place
Jackson, MS 39202
Attention: Alan Branson
Telephone: (601) 944-1100
E-mail: alan.branson@hope-ec.org

With a copy to:

Jones Walker LLP
201 St. Charles Avenue, Suite 5100
New Orleans, LA 70170
Attention: Aileen Thomas
E-mail: athomas@joneswalker.com

If to the Wells CDE Lender:

Wells Fargo Community Development Enterprise Sub-CDE 61, LLC
c/o Wells Fargo Community Development Enterprises, Inc
401 B Street, Suite 1100
MAC E2901-110
San Diego, CA 92101
Attention: Deal Manager
Telephone: (469) 729-7482

With a copy to:

Nixon Peabody LLP
799 9th Street, NW
Suite 500
Washington, DC 20001
Attention: Greg Doran
E-mail: gdoran@nixonpeabody.com

32

ORDER RATIFYING THE PURCHASE OF ONE SSL CERTIFICATE FROM CONVERGEONE, INC. AND AUTHORIZING PAYMENT IN THE AMOUNT OF $1,644.57

WHEREAS, the City of Jackson's Department of Information Technology requests that the governing authority ratify the purchase of one (1) Secure Sockets Layer (SSL) certificate from ConvergeOne, Inc., located at NW 5806, P.O. Box 145C, Minneapolis, MN 55485; and,

WHEREAS, ConvergeOne, Inc. provided the Department of Information Technology with one SSL certificate for a term of January 30, 2024 through January 29, 2029, for the purpose of authenticating the City's website and encrypting data transmitted between users' web browsers and the City's server; and,

WHEREAS, payment for the service in the amount of $1,644.57 (Invoice No. INV1064378, dated April 9, 2025), remains outstanding and should be authorized; and,

WHEREAS, the Department of Information Technology confirms that the SSL certificate has been received, installed, and is operational; and,

WHEREAS, Miss. Code Ann. § 21-17-5 vests the governing authority with the care, management, and control of the municipality's affairs, property, and finances.

IT IS HEREBY ORDERED that the purchase of one (1) SSL certificate from ConvergeOne, Inc. is ratified and payment in the amount of $1,644.57 is authorized to satisfy Invoice No. INV1064378, dated April 9, 2025.

Agenda Item # 32
July 28, 2026
(Slater, Horhn)

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

(SLATER, HORHN)

DATE July 10, 2026

	POINTS	COMMENTS
1.	**Brief Description/Purpose**	ORDER RATIFYING THE PURCHASE OF ONE SSL CERTIFICATE FROM CONVERGEONE, INC. AND AUTHORIZING PAYMENT IN THE AMOUNT OF $1,644.57
2.	**Purpose**	Continuing use of SSL certificate
3.	**Who will be affected**	All Departments, citizens, and users of website
4.	**Benefits**	Provided digital credentials to authenticate website's identity and encrypt the data sent between a user's browser and the server.,
5.	**Schedule (beginning date)**	1/2024
6.	**Location:** ▪ **WARD** ▪ **CITYWIDE (yes or no) (area)** ▪ **Project limits if applicable**	City Wide
7.	**Action implemented by:** ▪ **City Department** ☒ ▪ **Consultant** ☐	Department of Information Technology
8.	**COST**	$1,644.57
9.	**Source of Funding** ▪ **General Fund** ☐ ▪ **Grant** ☐ ▪ **Bond** ☐ ▪ **Other** ☐	Technology Fund Computer Software-004.904.00.6231
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

Revised 2-04

Department of Information Technology
Congress St
Nathan Slater- IT Director
Jackson MS 39201

353 South

MEMORANDUM

Date: July 16, 2026

From: Nathan Slater- IT Director

Subject: ConvergeOne, Inc, an SSL certificate service for the City of Jackson

The attached agenda item authorizes the payment of invoice INV1064378 in the amount of $1,644.57. The procurement of ConvergeOne Inc. currently provides digital credentials to authenticate website's identity and encrypt the data sent between a user's browser and the server to the City of Jackson.

DS/NS

004.904.00.6231

Remit To: CONVERGEONE, INC.
NW 5806
PO BOX 1450
MINNEAPOLIS MN
55485-1450
United States
888-321-6227

Invoice Number: INV1064378
Invoice Date: 04/09/2025
Payment Terms: Net 0
Customer ID: VTSCITJAC0001
Customer PO: 24000327

Invoice Summary

Bill To:
City of Jackson
200 S PRESIDENT ST
FL 3
JACKSON, MS 39201-4307

Ship To:
Receiving Department
City of Jackson
353 S CONGRESS ST
JACKSON MS 39201-4702
United States

Customer: VTSCITJAC0001 City of Jackson
Primary Contact: Fredrick Wilson
Email: fwilson@jacksonms.gov
Phone:
Opportunity Number: OP-000859271
Opportunity Name: Renewal SSL Certificate
Tax ID 1: GST/HST 87123 8788, BC PST-1469-0800, SK 7580178

National Account Manager: Harelson, Kenneth
Email: kharelson@onec1.com
Phone:
Solution Number: SO-000970806
Freight Tracking Number:
Tax ID 2: QST 1229443697, MB RST 137990-8

Summary	Original Total	Deposit	Invoice Total
3 Software	$1,644.57	$0.00	$1,644.57
Subtotal	**$1,644.57**	**$0.00**	**$1,644.57**
Tax	$0.00	$0.00	$0.00
Shipping & Handling	$0.00	$0.00	$0.00
Total			**$1,644.57**
Payments/Credits			**($0.00)**
Invoice Total			**$1,644.57**

Special Comment:

NEW - Pay your C1 invoices online at EBill Express Portal, also accessed through www.onec1.com, "Pay My C1 Invoice".
For W9, ACH, account statement requests, and payment inquiries, please contact accountsreceivable@onec1.com
For tax questions please contact salestax@onec1.com
For invoice content inquiries please contact c1billingteam@onec1.com

Remit To: CONVERGEONE, INC.
NW 5806
PO BOX 1450
MINNEAPOLIS MN
55485-1450
United States
888-321-6227

Invoice Number: INV1064378
Invoice Date: 04/09/2025
Payment Terms: Net 0
Customer ID: VTSCITJAC0001
Customer PO: 24000327

Invoice Detail

Renewal SSL Certificate

Line #	Item Number	Description	HDW Refurb	Qty	Unit Price	Ext Price	Tax
1	SSL Cert Wildcard	Wildcard SSL Go Daddy	No	1	$1,644.57	$1,644.57	$0.00
		Contract Term: 01/30/2024-01/29/2029					
		Service Period: 01/30/2024-01/29/2029					

Subtotal	**$1,644.57**
Tax	**$0.00**
Shipping & Handling	**$0.00**
Total	**$1,644.57**
Payments/Credits	**($0.00)**
Late Fee Assessed To Date	**$0.00**
Current Amount Due	**$1,644.57**
Late Fee After 05/16/2026	**$0.00**
Total Amount Due 05/16/2026	**$1,644.57**

NEW - Pay your C1 invoices online at EBill Express Portal, also accessed through www.onec1.com, "Pay My C1 Invoice"

For W9, ACH, account statement requests, and payment inquiries, please contact accountsreceivable@onec1.com

For tax questions please contact salestax@onec1.com

For invoice content inquiries please contact c1billingteam@onec1.com

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 ATT.

OFFICE OF THE CITY ATTORNEY

This **ORDER RATIFYING THE PURCHASE OF ONE SSL CERTIFICATE FROM CONVERGEONE, INC. AND AUTHORIZING PAYMENT IN THE AMOUNT OF $1,644.57** is legally sufficient for placement in NOVUS Agenda.

Sondra O. Moncure 7/20/20
Date

Sondra Moncure, *Special Assistant to the City Attorney*
Chelsea L. Chicosky, *Deputy City Attorney* Chelsea L Chicosky

33

ORDER RATIFYING AND AUTHORIZING THE ACCEPTANCE OF THE FY 2026 HOMELAND SECURITY GRANT OF $1,002,150.00 TO CITY OF JACKSON THE DEPARTMENT OF INFORMATION TECHNOLOGY TO SUPPORT CYBER SECURITY OPERATIONS

WHEREAS, on June 15, 2026, the Mississippi Office of Homeland Security (MOHS), State Administrative Agency (SAA), awarded the City of Jackson Department of Information Technology a $1,002,150.00 grant (23CS221) for homeland security projects to prevent, protect against, respond to and recover from terrorist attacks; and,

WHEREAS, the proposed period of performance began June 15, 2026, and will end on November 30, 2028; however, according to the grant agreement, the period of performance will commence on the date of acceptance of the City's award execution and shall continue through June 15, 2026, unless terminated by the MOHS and/or the Department of Public Safety (DPS); and,

WHEREAS, the grant will assist the City of Jackson Department of Information Technology with the critical hardware and technical resources necessary to transition from vulnerable public networks to a hardened, private infrastructure. These resources will eliminate single-points-of-failure, secure remote access points against credential theft, and provide the mobile infrastructure required to respond to and recover from high-tier cybersecurity threats and grid hazards; and,

WHEREAS, the City of Jackson must comply with competitive bidding procedures as required by the applicable federal and state rules; and,

WHEREAS, grant funds expended prior to the date of the award are not authorized to be reimbursed; and,

WHEREAS, grant funds shall be used solely for the purpose for which these funds are approved and awarded by the MOHS; and,

WHEREAS, the City shall return to the State, within thirty (30) days of such request by the DPS/MOHS, any funds which are not supported by audit, Federal and/or State review of documentation by the City for programs and costs associated with the grant award; and,

WHEREAS, all equipment awards should be ordered within ninety (90) days after project implementation. If unforeseen circumstances arise that prohibit it from being accomplished, the MOHS must be notified as to the reason for the delay and projected purchase date of the equipment; and,

WHEREAS, it is mutually agreed by the City that no equipment will be conveyed, sold, salvaged, transferred, etc., without the express written approval of MOHS; and,

WHEREAS, it is in the best interest of the City of Jackson that the governing authority authorize and ratify the acceptance of a $1,002,150.00 grant (23CS221) to provide federal funds for

Agenda Item # 33
July 28, 2026
(Slater, Horhn)

homeland security projects to enhance the City to prevent, protect against, respond to, and recover from terrorist attacks from MOHS/DPS.

IT IS, THEREFORE, ORDERED that the acceptance of the grant award of $1,002,150.00 is hereby ratified and that the Mayor is authorized to execute all documents for the acceptance and administration of the FY 2026 MOHS federal grant of $1,002,150.00 to be spent in accordance with the grant award and the conditions set forth in this Order.

IT IS FURTHER ORDERED the City shall return to the State, within thirty (30) days such request by the DPS/MOHS, any funds which are not supported by audit, Federal and/or State review of documentation by the City for programs and costs associated with the grant award.

APPROVED FOR AGENDA:_____
By: SLATER, HORHN

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

(SLATER, HORHN)
DATE: July 16, 2026

	POINTS	COMMENTS
1.	**Brief Description/Purpose**	ORDER RATIFYING AND AUTHORIZING THE ACCEPTANCE OF THE FY 2026 HOMELAND SECURITY GRANT OF 1,002,150.00 TO CITY OF JACKSON THE DEPARTMENT OF INFORMATION TECHNOLOGY TO SUPPORT CYBER SECURITY OPERATIONS
2.	**Purpose**	Accept awarded grant funds in the amount of $1,002,150.00
3.	**Who will be affected**	All Departments
4.	**Benefits**	Prevent cybersecurity attacks
5.	**Schedule (beginning date)**	As per grant guidelines
6.	**Location:** ▪ **WARD** ▪ **CITYWIDE (yes or no) (area)** ▪ **Project limits if applicable**	Citywide
7.	**Action implemented by:** ▪ **City Department** ☐ ▪ **Consultant** ☐	Department of Information Technology
8.	**COST**	Grant Funds with no matching funds required.
9.	**Source of Funding** ▪ **General Fund** ☐ ▪ **Grant** ☐ ▪ **Bond** ☐ ▪ **Other** ☐	State of MS Department of Public Safety Office of Homeland Security Grant #23CS221
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

Revised 2-04

Office of the City Attorney

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

OFFICE OF THE CITY ATTORNEY

This **ORDER RATIFYING AND AUTHORIZING THE ACCEPTANCE OF THE FY 2026 HOMELAND SECURITY GRANT OF 1,002,150.00 TO THE CITY OF JACKSON THE DEPARTMENT OF INFORMATION TECHNOLOGY TO SUPPORT CYBER SECURITY OPERATIONS** is legally sufficient for placement in NOVUS Agenda.

Sondra Moncure 7/21/26

Sondra Moncure, *Special Assistant* **Date**

Chelsea Chicosky, *Deputy City Attorney*

Department of Information Technology
Nathan Slater- IT Director

353 South Congress St
Jackson MS 39201

MEMORANDUM

Date: July 16, 2026

From: Nathan Slater- IT Director

Subject: FY 2026 Office of Homeland Security- Grant Award to the Department of Information Technology

The City of Jackson Department of Information Technology has been awarded a FY 2026 Grant from the Office of Homeland Security to the Department of Information Technology administrated by the State of Mississippi Department of Public Safety, for $1,002,150.00.

Funds through this award will assist the City of Jackson Department of Information Technology will modernization of the City's core computing environment with enterprise-grade server infrastructure and a resilient hypervisor platform will enhance system segmentation, high availability, and disaster recovery capabilities. This modernization will mitigate the impact of both cyber incidents and infrastructure failures. Moreover, the upgrade of network security equipment will significantly improve the City's capacity to detect, block, and contain malicious traffic before it spreads.

In summary, the funding requested will empower the City to transition from a reactive to a proactive cybersecurity posture. This transformation will decrease the likelihood and consequences of ransomware attacks, data breaches, and service disruptions, while concurrently enhancing incident response time, recovery processes, and the overall safeguarding of critical systems and sensitive data.

STATE OF MISSISSIPPI
TATE REEVES, GOVERNOR
DEPARTMENT OF PUBLIC SAFETY
SEAN J. TINDELL, COMMISSIONER

MISSISSIPPI OFFICE OF HOMELAND SECURITY
STATE AND LOCAL CYBERSECURITY GRANT PROGRAM
SUB-RECIPIENT GRANT AWARD

Sub-Recipient Name: Jackson, City of

Project Title: FY23 State and Local Cyber Security Grant Program-Grant Awards

Grant Period: 6/15/2026-11/30/2028 **Date of Award: 6/15/2026**

Total Amount of Award: $1,002,150.00 **Grant Number: 23CS221**

In accordance with the provisions of Federal Fiscal Year 2023 FEMA State and Local Cybersecurity Grant Program, the Mississippi Office of HomelandSecurity (MOHS), State Administrative Agency (SAA), hereby awards to the foregoing Sub-Recipient a grant in the federal amount shown above. The CFDA number is 97.137 and MOHS federal grant number is EMW-2023-CY-00002-SO1. Authorizing Authority for Program: Section 2002 of the *Homeland Security Act of 2002*, as amended (Pub. L. No. 107-296), (6 U.S.C.603).

Enclosed is a signed grant agreement obligating federal funds as outlined above. Please review the grant agreement in full, sign in the designated signature areas and return to the MOHS by **July 31, 2026**. Strict adherence to these provisions is essential to ensure compliance with applicable federal and state statutes, rules, regulations, and guidelines.

Grant funds will be disbursed to Sub-Recipients (according to the approved project budget) upon receipt of evidence that funds have been invoiced and products received and/or that funds have been expended (i.e., invoices, contracts, itemized expenses, etc.).

I certify that I understand and agree that funds will only be expended for those projects outlined in the funding amounts as individually listed above. I also certify that I understand and agree to comply with the general and fiscal terms and conditions of the grant including special conditions and the Mississippi Department of Public Safety, Office of Homeland Security, State and Local Cybersecurity Grant Program, Policies and Procedures Manual; to comply with provisions of the Act governing these funds and all other federal laws and regulations; that all information is correct; that there has been appropriate coordination with affected agencies; that I am duly authorized to commit the applicant to these requirements; that costs incurred prior to grant application approval will result in the expenses being absorbed by the Sub-Recipient; and that all agencies involved with this project understand that all federal funds are limited to a twelve-month period.

Supplantation: The Sub-Recipient provides assurance that funds will not be used to supplant or replace local, state funds or other resources that would otherwise have been available for homeland security activities. In compliance with that mandate, I certify that the receipt of federal funds through the MOHS shall in no way supplant or replace state or local funds or other resources that would have been made available for homeland security activities.

ACCEPTANCE OF THE FEDERAL GRANT AWARD FOR THE SUB-RECIPIENT

Signature of Authorized Signatory Official

Signature of MOHS Executive Director/SAA

State and Local Cybersecurity Grant Program (SLCGP)

Grant Award Amounts

Agency Name:	**Jackson, City of**
Grant Funding Year:	**FY23 State and Local Cybersecurity**
Grant Number:	**23CS221**

Cybersecurity Contractual Services Approved:

Description of Contractual Service:	Contractual Service Costs	Quantity of Service	Total
Installation and Set-Up of Software-Defined Wide Area Network	$25,000.00	2	$50,000.00
	Total Contractual Service Costs		**$50,000.00**

Cybersecurity Equipment Approved:

FEMA AEL Number:	Description of Equipment:	Item Cost:	Quantity	Total:
04HW-01-INHW	Host Appliance for VMare (Virtual) Environment	$477,773.56	1	$477,773.56
04HW-03-NETD	Router Gateway	$10,635.42	4	$42,541.68
04HW-03-NETD	Cloud Managed Internet Gateway/Router	$2,330.59	42	$97,884.78
04HW-03-NETD	Core Switch	$88,812.51	2	$177,625.02
04HW-03-NETD	6 Port Software Defined Wide Area Network/Router Gateway	$2,652.09	54	$143,212.86
04HW-01-INHW	Enclosure Racks for Equipment Storage	$249.00	34	$8,466.00
	Total Equipment Cost:			**$947,503.90**

Cybersecurity Training/Work Force Development

Training Name	Training Cost	Number of Person(s)	Total:
Staff Training for Network Implementation	$4,646.10	1	$4,646.10
	Total Training Costs:		**$4,646.10**

Approval Budget: This grant application has been reviewed and approved by the MOHS Executive Review Committee for all costs and items listed above.

Total Cybersecurity Contractual Services Approved:	**$50,000.00**
Total Cybersecurity Equipment Approved:	**$947,503.90**
Total Cybersecurity Training/Workforce Development Approved:	**$4,646.10**
Total Other Cybersecurity Expenses Approved:	**$0.00**
Total Grant Award:	**$1,002,150.00**
EHP Needed:	EHP Not Required

Director's Comments:

All Equipment and Commodities need to be ordered, purchased and reimbursed within the grant period of performance. Extensions will not be available with current grant funds. Items provided in these grant amounts were awarded by the Executive Committee and are not allowed to be modified or revised at time of award. Modifications will be limited.

MISSISSIPPI OFFICE OF HOMELAND SECURITY



STATE AND LOCAL CYBERSECURITY GRANT PROGRAM GRANT AGREEMENT AND AWARD PACKET

MISSISSIPPI OFFICE OF HOMELAND SECURITY
GRANT AGREEMENT

Sub-Recipient's Name: Jackson, City Mailing Address: 219 South President Street Jackson, MS 39201 Telephone Number: (601) 960-1256 Email Address: nslater@jacksonms.gov	Effective Date of Grant: June 15, 2026 Sub-Recipient Grant Number: 23CS221 Grant Identifier (Funding Source & Year): EMW-2023-CY-00002-S01 Period of Performance: Start and End Dates: June 15, 2026-November 30, 2028 Subgrant Payment Method: X Cost Reimbursement Method

CFDA # - 97.137- State and Local Cybersecurity Grant Program	UEI # - GNNPTMPBPYM8	Congressional District: 2nd
FAIN #: 646000779	Initial Federal Award Date: December 1, 2023	Federal Awarding Agency: Homeland Security (800)368-6498
Research and Development Grant: ____Yes __X_No	Indirect Cost Rate Charged: $0.00	

The following grant funds are obligated:

Cost Summary		Source of Funds		Match	Ratio %
Contractual Services	$50,000.00	Federal	$1,002,150.00	$0.00	100%
Equipment	$947,503.90	State	$0.00	$0.00	0%
Training	$4,646.10	Local	$0.00	$0.00	0%
Other	$0.00	Other	$0.00	$0.00	0%
Total	$1,002,150.00	Total:	$1,002,150.00	$0.00	100%

Total of All Federal Grants Through MOHS to Agency:

	FY23	FY24	FY25
Number of Grants:	0	0	0
Total Award Funding of Grants:	$0.00	$0.00	$0.00

The Sub-Recipient agrees to operate the program described in this Grant Agreement in full accordance with all provisions contained herein. The following sections are attached to and incorporated into this Agreement: the Final Approved Agreement, including the Sub-Recipient Signature Sheet; Project Description; Goals and Objectives; Implementation Schedule; Cost Summary Support Sheet; Agreement of Understanding and Compliances; and all required supporting documentation. All policies, terms, conditions, and provisions contained in the funding guidelines, the Grant Agreement, and the Agreement of Understanding—each of which has been provided to the Sub-Recipient—are hereby incorporated by reference. The Sub-Recipient agrees to fully comply with all such requirements.

Approval from Grantee:	Approval from Sub-Recipient:
Signature Date 6/16/26 Name: James Brinson Title: MOHS Executive Director/SAA	Signature Date Name: Title: Authorized Signatory Official

State and Local Cybersecurity Grant Program Project Description

The purpose of the State and Local Cybersecurity Grant Program (SLCGP) is to assist state, local, and territorial (SLT) governments with managing and reducing systemic cyber risk. Through funding from the Infrastructure Investment and Jobs Act, also known as the Bipartisan Infrastructure Law, the SLCGP enables DHS to make targeted cybersecurity investments in SLT government agencies, thus improving the security of critical infrastructure and improving the resilience of the services SLT governments provide their community.

State and Local Cybersecurity Grant Program Goals and Objectives

GOAL: Demonstrate how the projects address the capability gaps identified in their Cybersecurity Plan or other relevant documentation or sustain existing capabilities per the CISA-approved Investment Justification

OBJECTIVES:
Objective 1: Develop and establish appropriate governance structures, including developing, implementing, or revising cybersecurity plans, to improve capabilities to respond to cybersecurity incidents and ensure continuity of operations.
Objective 2: Understand their current cybersecurity posture and areas for improvement based on continuous testing, evaluation, and structured assessments.
Objective 3: Implement security protections commensurate with risk.
Objective 4: Ensure organization personnel are appropriately trained in cybersecurity, commensurate with responsibility.

Program Milestone Schedule

1st Quarter (September, October & November)

- Attend a required Grant Implementation Meeting.
  - In Person Meeting: Submit Grant Implementation Acknowledgement form at the MOHS Implementation Meeting.
  - Virtual Meeting: Submit Grant Implementation Acknowledgement to mohsgrants@dps.ms.gov, by **July 31, 2026.**
- Submit the following required documentation for the Grant Award. Forms should be executed by the Signatory Authorized Official. A copy of the following forms must be maintained in the Agency file and will be reviewed during grant monitoring. A submission deadline has been set for **July 31, 2026,** for the following forms.
  - Grant Award Letter, Agreement and Appendix documents.
  - Environmental Historic Preservation (EHP) Form, if required.
  - NIMS Certifications (100, 200, 700 and 800), if not submitted
  - Latest Audit, if not submitted.
  - Memorandum of Understanding for License Plate Reader, if required.
  - State and Local Cybersecurity Grant Program Memorandum of Understanding and Consent Form.
  - Nationwide Cybersecurity Review (NCSR) Assessment (Open from October 1-February 28th)
- Solicit quotes and/or bids for equipment. (If equipment is over $5,000.00, two (2) quotes are required)
- Review proposals, quotes, bids and select vendors.
- Purchase approved equipment during the 1st quarter for the grant year.
- Begin preparation of 1st Quarter Report. (September 1-November 30). Due to MOHS **December 15th.**
- Assess and review program's threats, hazards, core capabilities and needs.
- Participate and attend any training, meetings, or conference calls with MOHS, as required and necessary.

PROGRAM MILESTONE SCHEDULE

2nd QUARTER (DECEMBER, JANUARY & FEBRUARY)

- Submit 2nd Quarter Report to MOHS. Due **March 15.**
- Receive approved equipment and/or grant funded items.
- Prepare Equipment/Inventory Sheet for MOHS. Take pictures of all Equipment. Submit to MOHS.
- Prepare Reimbursement paperwork if equipment is received.
- Begin preparation of **3rd** Quarter Report. **(March 1- May 31)**. Due to MOHS **June 15.**
- Assess and review program's threats, hazards, core capabilities and needs.
- Participate and attend any training, meetings, or conference calls with MOHS, as required and necessary.

3RD QUARTER (March, APRIL & MAY)

- Submit **3rd** Quarter Report to MOHS. Due **June 15.**
- Receive approved equipment or grant funded items.
- Prepare Equipment/Inventory Sheet for MOHS. Take pictures of all Equipment. Submit to MOHS.
- Prepare Reimbursement paperwork if equipment is received.
- Begin preparation of **4th** Quarter Report. **(June 1-Aug 31)**. Due to MOHS **Sept 15.**
- Assess and review program's threats, hazards, core capabilities and needs.
- Participate and attend any training, meetings, or conference calls with MOHS, as required and necessary.

4th QUARTER (June, July, and August)

- Submit **4th** Quarter Report to MOHS. Due **September 15.**
- Receive approved equipment or grant funded items.
- Prepare Equipment/Inventory Sheet for MOHS. Take pictures of all Equipment. Submit to MOHS.
- Prepare Reimbursement paperwork if equipment is received.
- Begin preparation of **1st Supplemental Report. (Sept 1-Nov 30)**. Due to MOHS **December 15.**
- Assess and review program's threats, hazards, core capabilities and needs.
- Participate and attend any training, meetings, or conference calls with MOHS, as required and necessary.

CLOSEOUT (September 1-October 1)

- Submit 4th Quarter Report. (June 1-August 31). Due to MOHS **September 15th.**
- Prepare Closeout Form and supporting documentation to MOHS. Due **October 15th.**
- Assess and review program's threats, hazards, core capabilities and needs.

MISSISSIPPI OFFICE HOMELAND SECURITY
GRANT AGREEMENT OF UNDERSTANDING AND COMPLIANCES

This Grant Agreement (GA) is made and entered into by and between the State of Mississippi by and through the Mississippi Department of Public Safety and the Mississippi Office of Homeland Security, hereto referred to as State, and governmental unit or agency named in this Agreement, hereinafter referred to as Sub-Recipient.

Section 2002 of the Homeland Security Act of 2023 and the Department of Homeland Security Appropriation Act. 2021, as amended, provides federal funds to the State for approved homeland security projects for the purpose of enhancing, the ability of state, local, tribal, and territorial governments, as well as non-profits, to prevent, protect against, respond to, and recover from terrorist attacks, and

The State may make said funds available to state, local, tribal, and territorial governments, as well as non-profits entities upon application and approval from the State and Homeland Security. The Sub-Recipient must comply with all requirements listed herein, to be eligible for federal funds in approved homeland security projects, and

Now, therefore in consideration of mutual promises and other consideration, the parties agree as follows:

Federal Terms and Conditions:

The following list of terms and conditions should be reviewed and followed. Terms and Conditions listed below are applicable, as of the time of the Application. Each Sub-Recipient will abide by the latest federal terms and conditions, as published by FEMA.

Introduction:
This section provides the policy for the Department of Homeland Security (DHS) Standard Terms and Conditions. These DHS Standard Terms and Conditions are referenced in the Notice of Award which includes all terms and conditions of a specific award. The Notice of Funding Opportunity (NOFO) for each DHS program describes program requirements and may include program specific terms and conditions.

Revisions from the previous DHS Standard Terms and Conditions dated April 18, 2025, are due to changes in statutes, regulations, and executive orders. The following terms are added for Fiscal Year (FY) 2026: a. American Security Drone Act of 2023. b. Executive Order 14332, Improving Oversight of Federal Grantmaking

The following terms are updated:
a. Communication and Cooperation with the Department of Homeland Security and Immigration Officials.
b. Termination of a Federal Award.
c. National Environmental Policy Act (NEPA) of 1969.

The following terms are removed:
a. Civil Rights Civil Liberties (CRCL) Evaluation Tool.
b. Limited English Proficiency (Civil Rights Act of 1964, Title VI).

Future revisions will be captured in a summary of changes within this policy section.

These DHS Standard Terms and Conditions are effective April 16, 2026. This section will be updated, as necessary to comply with the statutes, regulations in Title 2 Code of Federal Regulations (C.F.R.), agency regulations, executive orders, and DHS policy.

Responsibilities:
All recipients, including pass-through entities and their subrecipients, are responsible for complying with the DHS Standard Terms and Conditions.

Policy:
The DHS Standard Terms and Conditions apply to all new federal awards of federal financial assistance (federal awards) for which the federal award date occurs in FY 2026, and flow down to subrecipients unless a term or condition specifically indicates otherwise. For Federal continuation awards made in subsequent Fiscal Years (FYs), the current1 DHS Standard Terms and Conditions apply unless otherwise specified in the terms and conditions of the continuation awards. The United States has the right to seek judicial enforcement of these terms and conditions.

These FY 2026 DHS Standard Terms and Conditions are also maintained on the DHS website at https://www.dhs.gov/publication/dhs-standard-terms-and-conditions

1. **Assurances, Administrative Requirements, Cost Principles, Representations and Certifications**
   Recipients must complete either the Office of Management and Budget (OMB) Standard Form 424B Assurances – Non- Construction Programs, or OMB Standard Form 424D Assurances – Construction Programs, as applicable. Certain assurances in these documents may not be applicable to your program and the DHS financial assistance office (DHS FAO) may require applicants to certify additional assurances. Applicants are required to fill out the assurances, as instructed.

2. **General Acknowledgements and Assurances**
   a. Recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards in effect as of the federal award date and located in Title 2, Code of Federal Regulations, Part 200 and adopted by DHS at 2 C.F.R. § 3002.10.

   b. All recipients and subrecipients must acknowledge and agree to provide DHS access to records, accounts, documents, information, facilities, and staff pursuant to 2 C.F.R. § 200.337.

   1) Recipients must cooperate with any DHS compliance reviews or compliance investigations.

   2) Recipients must give DHS access to examine and copy records, accounts, and other documents and sources of information related to the federal award and permit access to facilities and personnel.

   3) Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.

   4) Recipients must comply with all other special reporting, data collection, and evaluation requirements required by law, federal regulation, Notice of Funding Opportunity, federal award specific terms and conditions, and/or DHS Component program guidance. Organization costs related to data and evaluation are allowable. The definition of data and evaluation costs is in 2 C.F.R. § 200.455(c), the full text of which is incorporated by reference.

3. **Standard Terms and Conditions**
   3-1. Laws and Regulations

Laws and Regulations	Terms and Conditions	Authorities
Age Discrimination Act of 1975	Recipients must comply with the Age Discrimination Act of 1975, Public Law 94-135 (codified as amended at Title 42, U.S. Code § 6101 et seq.), which prohibits recipients from discriminating on the basis of age in any program or activity receiving federal financial assistance.	Public Law 94-135 (codified as amended at Title 42, U.S. Code § 6101 et seq.)
American Security Drone Act of 2023	Recipients must comply with the American Security Drone Act of 2023, of the National Defense	41 U.S.C. § 3901 note prec.

	Authorization Act for Fiscal Year 2024, Pub. L. 118-31 (41 U.S.C. § 3901 note prec.), which prohibits the procurement and operation of covered unmanned aircraft systems manufactured or assembled by covered foreign entities.	
Americans with Disabilities Act of 1990	Recipients must comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, Pub. L. 101-336 (1990) (codified as amended at 42 U.S.C. §§ 12101– 12213), which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.	Pub. L. 101-336 (1990) (codified as amended at 42 U.S.C. §§ 12101– 12213)
Civil Rights Act of 1964 – Title VI	Recipients must comply with the Civil Rights Act of 1964, which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. DHS implementing regulations are in 6 C.F.R. Part 21. The Federal Emergency Management Agency's (FEMA) implementing regulations are in 44 C.F.R. Part 7.	Pub. L. 88-352 (codified as amended at 42 U.S.C. § 2000d et seq. 6 C.F.R. Part 21. 44 C.F.R. Part 7.
Civil Rights Act of 1968 – Title VIII	Recipients must comply with Title VIII of the Civil Rights Act of 1968, Pub. L. 90-284 (codified as amended at 42 U.S.C. § 3601 et seq.) which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection. therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex, as implemented by the U.S. Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units— i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features. See 24 C.F.R. Part 100, Subpart D.	Pub. L. 90-284 (codified as amended at 42 U.S.C. § 3601 et seq.) 24 C.F.R. Part 100 24 C.F.R. Part 100, Subpart D.
Communication and Cooperation with the Department of Homeland Security and Immigration Officials	(1) The Department of Homeland Security will analyze whether the conditions in this section will be applied to any grant program in a way that is consistent with the specific statutes that apply to each grant program because the purpose of each grant program has a nexus to immigration activities, law enforcement, or national security, including	8 U.S.C. §§ 1373 and 1644 8 U.S.C. § 1324 28 U.S.C. § 1746

preventing and responding to acts of terrorism and extremism, and DHS may tailor the conditions in this section to a specific grant program. DHS will clarify in the grant documents whether and how the terms in this section apply to each grant.

(2) Where applicable, recipients and subrecipients of funds under an award must agree that they will comply with the following requirements related to coordination and cooperation with DHS and immigration officials:

(a) They must comply with the requirements of 8 U.S.C. §§ 1373 and 1644. These statutes prohibit restrictions on information sharing by state and local government entities with DHS regarding the citizenship or immigration status, lawful or unlawful, of any individual. Additionally, 8 U.S.C. §§ 1373 prohibits any person or agency from prohibiting, or in any way restricting, a Federal, State, or local government entity from doing any of the following with respect to information regarding the immigration status of any individual: 1) sending such information to, or requesting or receiving such information from, Federal immigration officials; 2) maintaining such information; or 3) exchanging such information with any other Federal, State, or local government entity;

(b) They must comply with other relevant laws related to immigration, including prohibitions on encouraging or inducing an alien to come to, enter, or reside in the United States in violation of law, 8 U.S.C. § 1324(a)(1)(A)(iv), prohibitions on transporting or moving illegal aliens, 8 U.S.C. § 1324(a)(1)(A)(ii), prohibitions on harboring, concealing, or shielding from detection illegal aliens, 8 U.S.C. § 1324(a)(1)(A)(iii), and any applicable conspiracy, aiding or abetting, or attempt liability regarding these statutes;

(c) That they will honor requests for cooperation, such as participation in joint operations, sharing of information, or requests for short term detention of an alien pursuant to a valid detainer. A jurisdiction does not fail to comply with this requirement merely because it lacks the necessary resources to assist in a particular instance;

(d) That they will provide access to detainees, such as when an immigration officer seeks to interview a person who might be a removable alien; and

	(e) That they will not leak or otherwise publicize the existence of an immigration enforcement operation. (3) The recipient must certify under penalty of perjury pursuant to 28 U.S.C. § 1746 and using a form that is acceptable to DHS, that it will comply with the requirements of this term. Additionally, the recipient agrees that it will require any subrecipients or contractors to certify in the same manner that they will comply with this term prior to providing them with any funding under this award. (4) The recipient agrees that compliance with this term is material to the Government's decision to make or continue with this award and that the Department of homeland Security may terminate this grant, or take any other allowable enforcement action, if the recipient fails to comply with this term.	
CHIPS and Science Act of 2022	(1) Recipients of DHS research and development (R&D) awards must report to the DHS Component research program office any finding or determination of sex based and sexual harassment and/or an administrative or disciplinary action taken against principal investigators (PI) or co-investigators (Co-PI) to be completed by an authorized organizational representative (AOR) at the recipient institution. (2) Notification. An AOR must disclose the following information to agencies within 10 days of the date that the finding is made, or 10 days from when a recipient imposes an administrative action on the reported individual, whichever is sooner. Reports should include: (a) Award number, (b) Name of PI or Co-PI being reported, (c) Awardee name, (d) Awardee address, (e) AOR name, title, phone, and email address, (f) Indication of the report type: (i) Finding or determination has been made that the reported individual violated awardee policies or codes of conduct, statutes, or regulations related to sexual harassment, sexual assault, or other forms of	Pub. L. 117-167

harassment, including the date that the finding was made.

(ii) Imposition of an administrative or disciplinary action by the recipient on the reporting individual related to a finding/determination or an investigation of an alleged violation of recipient policy or codes of conduct, statutes, or regulations, or other forms of harassment.

(iii) The date and nature of the administrative/disciplinary action, including a basic explanation or description of the event, which should not disclose personally identifiable information regarding any complaints or individuals involved. Any description provided must be consistent with the Family Educational Rights in Privacy Act.

(3) Definitions.

(a) An "authorized organizational representative (AOR)" is an administrative official who, on behalf of the proposing institution, is empowered to make certifications and representations and can commit the institution to the conduct of a project that an agency is being asked to support as well as adhere to various agency policies and award requirements.

(b) "Principal investigators and co-principal investigators" are award personnel supported by a grant, cooperative agreement, or contract under Federal law.

(c) A "reported individual" refers to recipient personnel who have been reported to a federal agency for potential sexual harassment violations.

(d) "Sex based harassment" means a form of sex discrimination and includes harassment based on sex, sex stereotypes, sex characteristics, pregnancy or related conditions, sexual orientation, and gender identity.

(e) "Sexual harassment" means unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when this conduct explicitly or implicitly affects an individual's employment, unreasonably interferes with an individual's work performance, or creates an intimidating, hostile, or offensive work environment, whether such activity is carried out by a supervisor or by a co-worker, volunteer, or contractor.

Copyright	Recipients must affix the applicable copyright notices of 17 U.S.C. §§ 401 or 402 to any work first produced under federal awards and also include an acknowledgement that the work was produced under a federal award (including the federal award number and federal awarding agency). As detailed in 2 C.F.R. § 200.315, a federal awarding agency reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use the work for federal purposes and to authorize others to do so.	17 U.S.C. §§ 401 or 402 2 C.F.R. § 200.315
Debarment and Suspension	Recipients must comply with the non-procurement debarment and suspension regulations implementing Executive Orders 12549 and 12689 set forth at 2 C.F.R. Part 180 as implemented by DHS at 2 C.F.R. Part 3000. These regulations prohibit recipients from entering into covered transactions (such as subawards and contracts) with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.	2 C.F.R. Part 3000 Executive Orders 12549 and 12689
Drug Free Workplace Act of 1988	Recipients must comply with the Drug-Free Workplace Act of 1988 and drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of 2 C.F.R. Part 3001, which adopts the government-wide implementation of the Drug-Free Workplace Act of 1988.	41 U.S.C. §§ 8101-8106 2 C.F.R. Part 3001 2 C.F.R. Part 182
Duplicative Costs	Recipients are prohibited from charging any cost to this federal award that will be included as a cost or used to meet cost sharing requirements of any other federal award in either the current or a prior budget period. However, recipients may shift costs that are allowable under two or more federal awards where otherwise permitted by federal statutes, regulations, or the federal award terms and conditions.	2 C.F.R. § 200.403(f)
Education Amendments of 1972 (Equal Opportunity in Education Act) – Title IX	Recipients must comply with the requirements of Title IX of the Education Amendments of 1972, Pub. L. 92-318 (codified as amended at 20 U.S.C. § 1681 et seq.), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. DHS implementing regulations are codified at 6 C.F.R. Part 17. FEMA's implementing regulations are in 44 C.F.R. Part 19.	Pub. L. 92-318 (codified as amended at 20 U.S.C. § 1681 et. Seq.) 6 C.F.R. Part 17. 44 C.F.R. Part 19

Energy Policy and Conservation Act of 1975	Recipients must comply with the requirements of the Energy Policy and Conservation Act, Pub. L. No. 94-163 (1975) (codified as amended at 42 U.S.C. § 6201 et seq.), which policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act of 1975.	Pub. L. 94-163 (codified as amended at 42 U.S.C. § 6201 et seq.)
Equal Treatment of Faith-Based Organizations	Recipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statutes, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs. It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries.	6 C.F.R. Part 19
False Claims Act and Program Fraud Civil Remedies	Recipients must comply with the requirements of the False Claims Act, 31 U.S.C. §§ 3729- 3733, which prohibits the submission of false or fraudulent claims for payment to the Federal Government and details the administrative remedies for false claims and statements made.	31 U.S.C. §§ 3729-3733 31 U.S.C. §§ 3801-3812
Federal Anti-Discrimination Laws Material to the Government's Payment Decisions Under the False Claims Act	Recipients must agree that its compliance in all respects with all applicable Federal anti-discrimination laws is material to the government's payment decisions for purposes of 31 U.S.C. § 3729(b)(4) (Definition of "material"). (1) Definitions. As used in this term – (a) DEI means "diversity, equity, and inclusion." (b) DEIA means "diversity, equity, inclusion, and accessibility." (c) Discriminatory equity ideology has the meaning set forth in Section 2(b) of Executive Order 14190. (d) Federal anti-discrimination laws mean Federal civil rights law that protect individual Americans from discrimination on the basis of race, color, sex, religion, and national origin. (e) Illegal immigrant means any alien, as defined in 8 U.S.C. § 1101(a)(3), who has no lawful immigration status in the United States. (2) Grant award certification.	31 U.S.C. § 3729(b)(4) 8 U.S.C. § 1101(a)(3) 2 C.F.R. § 200.346 Executive Order 14190

	(a) By accepting the grant award, recipients are certifying that: (i) They do not, and will not during the term of this financial assistance award, operate any programs that advance or promote DEI, DEIA, or discriminatory equity ideology in violation of Federal anti-discrimination laws; and (ii) They do not, and will not during the term of this award, operate any program that benefits illegal immigrants or incentivizes illegal immigration. (3) DHS reserves the right to suspend payments in whole or in part and/or terminate financial assistance awards if the Secretary of Homeland Security or the Secretary's designee determines that the recipient has violated any provision of subsection (2). (4) Upon suspension or termination under subsection (3), all funds received by the recipient shall be deemed to be in excess of the amount that the recipient is determined to be entitled to under the Federal award for purposes of 2 C.F.R. § 200.346. As such, all amounts received will constitute a debt to the Federal Government that may be pursued to the maximum extent permitted by law.	
Federal Debt Status	All recipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments.	OMB Circular A-129
Fly America Act	Recipients must comply with Preference for U.S. Flag Air Carriers (Certificated Air Carriers List | US Department of Transportation) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974, 49 U.S.C. § 40118, and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.	49 U.S.C. § 40118 Amendment to Comptroller General Decision B-138942
Hotel and Motel Fire Safety Act of 1990	Recipients must ensure that all conference, meeting, convention, or training space funded entirely or in part by federal award funds complies with the fire prevention and control guidelines of Section 6 of the Hotel and Motel Fire Safety Act of 1990.	15 U.S.C. § 2225a

John S. McCain National Defense Authorization Act of Fiscal Year 2019	Recipients, subrecipients, and their contractors and subcontractors are prohibited from obligating or expending federal award funds on certain telecommunications and video surveillance products and contracting with certain entities for national security reasons described in section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, 2 C.F.R. §§ 200.216, 200.327, 200.471, and Appendix II to 2 C.F.R. Part 200.	Pub. L. 115-232 (2018) 2 C.F.R. §§ 200.216, 200.327, 200.471 Appendix II to 2 C.F.R. Part 200
Lobbying Prohibitions	None of the funds provided under a federal award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal action related to a federal award or contract, including any extension, continuation, renewal, amendment, or modification. Recipients must file a lobbying certification form found on Grants.gov Lobbying Form as described in Appendix A to 6 C.F.R. Part 9, and file a lobbying disclosure form as described in Appendix B to 6 C.F.R. Part 9 found on Grants.gov as the Disclosure of Lobbying Activities (SF-LLL).	31 U.S.C. § 1352 6 C.F.R. Part 9 Appendix A to 6 C.F.R. Part 9 Appendix B to 6 C.F.R. Part 9
National Environmental Policy Act	Recipients must comply with the requirements of the National Environmental Policy Act of 1969, (NEPA).	Pub. L. 91-190 (1970) (codified as amended at 42 U.S.C. § 4321 et seq.)
National Security Presidential Memorandum-33 (NSPM-33) and Provisions of the Science and CHIPS Act of 2022	(1) Recipient research institutions ("covered institutions") must comply with the requirements in NSPM-33 and provisions of Pub. L.117-167, Section 10254 (codified at 42 U.S.C. § 18951) certifying that the institution has established and operates a research security program that includes elements relating to: (a) cybersecurity; (b) foreign travel security; (c) research security training; and (d) export control training, as appropriate. (2) Definition. "Covered institutions" means recipient research institutions receiving federal Research and Development (R&D) science and engineering support "in excess of $50 million per year."	Pub. L. 117-167, Section 10254 (codified at 42 U.S.C. § 18951)

Patents and Intellectual Property Rights	Recipients are subject to the Bayh-Dole Act, 35 U.S.C. § 200 et seq. and applicable regulations governing inventions and patents, including the regulations issued by the Department of Commerce at 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms under Government Awards, Contracts, and Cooperative Agreements) and the standard patent rights clause set forth at 37 C.F.R. § 401.14.	35 U.S.C. § 200 et seq. 37 C.F.R. § 401.14
Procurement of Recovered Materials	States, political subdivisions of states, and their contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. 89-272 (1965) (codified as amended by the Resource Conservation and Recovery Act at 42 U.S.C. § 6962) and 2 C.F.R. § 200.323. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.	Pub. L. 89-272 (1965) (codified as amended by the Resource Conservation and Recovery Act at 42 U.S.C. § 6962) 40 C.F.R. Part 247 2 C.F.R. § 200.323
Rehabilitation Act of 1973	Recipients must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, Pub. L. 93-112 (codified as amended at 29 U.S.C. § 794), which provides that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.	Pub. L. 93-112 (codified as amended at 29 U.S.C. § 794)
Reporting Recipient Integrity and Performance Matters	If the total value of any currently active grants, cooperative agreements, and procurement contracts from all federal awarding agencies exceeds $10,000,000 for any period of time during the period of performance of the federal award, then the recipient must comply with the requirements set forth in the government-wide federal award term and condition for Recipient Integrity and Performance Matters in 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated by reference.	2 C.F.R. Part 200, Appendix XII
Reporting Subawards and Executive Compensation	For federal awards that total or exceed $30,000, recipients are required to comply with the government-wide federal award term and condition on Reporting Subawards and Executive Compensation set forth at 2 C.F.R. Part 170, Appendix A, the full text of which is incorporated by reference.	2 C.F.R. Part 170, Appendix A

Required Use of American Iron, Steel, Manufactured Products, and Construction Materials	(1) Recipients of a federal award from a financial assistance program that provides funding for infrastructure are hereby notified that none of the funds provided under this federal award may be used for a project for infrastructure unless: (a) all iron and steel used in the project are produced in the United States—this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States; (b) all manufactured products used in the project are produced in the United States—this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and (c) all construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States. (2) The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project. (3) Waivers. When necessary, recipients may apply for, and the agency may grant, a waiver from these requirements. The agency should notify the recipient for information on the process for requesting a waiver from these requirements. a. When the Federal agency has determined that one of the following exceptions applies, the federal awarding official may waive the application of the domestic content procurement preference in any case in which the agency determines that:	2 CFR Part 184

	i. applying the domestic content procurement preference would be inconsistent with the public interest; ii. the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or iii. the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25%. b. A request to waive the application of the domestic content procurement preference must be in writing. The agency will provide instructions on the format, contents, and supporting materials required for any waiver request. Waiver requests are subject to public comment periods of no less than 15 days and must be reviewed by the Made in America Office. c. There may be instances where a federal award qualifies, in whole or in part, for an existing waiver described at "Buy America" Preference in FEMA Financial Assistance Programs for Infrastructure | FEMA.gov. (4) Definitions. The definitions applicable to this term are set forth at 2 C.F.R. § 184.3, the full text of which is incorporated by reference.	
Subrecipient Monitoring and Management	Pass-through entities must comply with the requirements for subrecipient monitoring and management.	2 C.F.R. §§ 200.331-333
System for Award Management and Unique Entity Identifier Requirements	Recipients are required to comply with the requirements set forth in the governmentwide federal award term and condition regarding the System for Award Management and Unique Entity Identifier Requirements in 2 C.F.R. Part 25, Appendix A, the full text of which is incorporated reference.	2 C.F.R. Part 25, Appendix A
Termination of a Federal Award	(1) By DHS. DHS may terminate a federal award, in whole or in part, for the following reasons: (a) If the recipient fails to comply with the terms and conditions of the federal award;	Pub. L. 117-167 Pub. L. 117-58, Division F

	(b) With the consent of the recipient, in which case the parties must agree upon the termination conditions, including the effective date, and in the case of partial termination, the portion to be terminated; (c) Pursuant to the terms and conditions of the federal award; or (d) For convenience, pursuant to Executive Order 14332, Improving Oversight of Federal Grantmaking, including when the award no longer advances agency priorities or the national interest, but subject to appropriate exceptions, including agreements entered into in furtherance of international trade agreements or those awarded by the Department of Commerce under title XCIX of the William M. (Mac) Thornberry National Defense Authorization Act for Fiscal Year 2021 (Public Law 116-283), the CHIPS and Science Act of 2022 (Public Law 117-167), or Division F of the Infrastructure Investment and Jobs Act (Public Law 117-58). (2) By the Recipient. The recipient may terminate the federal award, in whole or in part, by sending written notification to DHS stating the reasons for such termination, the effective date, and in the case of partial termination, the portion to be terminated. However, if DHS determines that the remaining portion of the federal award will not accomplish the purposes for which the federal award was made, DHS may terminate the federal award in its entirety. (3) Notice. Either party will provide written notice of intent to terminate for any reason to the other party no less than 30 calendar days prior to the effective date of the termination. (4) Compliance with Closeout Requirements for Terminated Awards. The recipient must continue to comply with closeout requirements in 2 C.F.R. §§ 200.344-200.345 after an award is terminated.	Executive Order 14332
Trafficking Victims Protection Act of 2000	Recipients must comply with the requirements of the government-wide federal award term and condition which implements Trafficking Victims Protection Act of 2000, Pub. L. 106-386, § 106 (codified as amended at 22 U.S.C. § 7104). The federal award term and condition is in 2 C.F.R. § 175.105, the full text of which is incorporated by reference.	Pub. L. 106-386, § 106 (codified as amended at 22 U.S.C. § 7104) 2 C.F.R. § 175.105

Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism (USA PATRIOT Act of 2001)	Recipients must comply with the requirements of Pub. L. 107-56, Section 817 of the USA PATRIOT Act, which amends 18 U.S.C. §§ 175– 175c	Pub. L. 107-56 18 U.S.C. §§ 175-175c
Whistleblower Protection Act	Recipients must comply with the statutory requirements for whistleblower protections in 10 U.S.C § 4701 and 41 U.S.C. § 4712.	10 U.S.C § 4701 41 U.S.C. § 4712

3-2. Executive Orders

Executive Order	Terms and Conditions
All Executive Orders Related to Grants	Presidential Executive Orders. Recipients must comply with the requirements and actions of Presidential executive orders related to grants (also known as federal assistance and financial assistance), including those published after the date of this publication, the full text of which are incorporated by reference.
Executive Order 14332, Improving Oversight of Federal Grantmaking	Draw Down of Funds. Recipients are prohibited from directly drawing down general grant funds for specific projects without the affirmative authorization of DHS. Recipients must provide written payment justification, with specificity, for requests for each drawdown.
Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving	Federal Leadership on Reducing Text Messaging While Driving. Recipients are encouraged to adopt and enforce policies that ban text messaging while driving recipient-owned, recipient-rented, or privately owned vehicles when on official government business or when performing any work for or on behalf of the Federal Government. Recipients are also encouraged to conduct the initiatives of the type described in Section 3(a) of Executive Order 13513.
Executive Order 13224, Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism	Terrorist Financing. Recipients must comply with Executive Order 13224 and applicable statutory prohibitions on transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Recipients are legally responsible for ensuring compliance with the Executive Order and laws.

3-3. DHS Policy

DHS Policy	Terms and Conditions
Acknowledgement of Federal Funding from DHS	Recipients must acknowledge their use of federal award funding when issuing statements, press releases, requests for proposal, bid invitations, and other documents describing projects or programs funded in whole or in part with federal award funds.

Activities Conducted Abroad	Recipients must coordinate with appropriate government authorities when performing project activities outside the United States obtain all appropriate licenses, permits, or approvals.
Collection and Use of Personally Identifiable Information	(1) Recipients who collect personally identifiable information (PII) as part of carrying out the scope of work under a federal award are required to have a publicly available privacy policy that describes standards on the usage and maintenance of the PII they collect. (2) Definition. DHS defines "PII" as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Recipients may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy Template as useful resources respectively.
Non-Supplanting Requirements	Recipients of federal awards under programs that prohibit supplanting by law must ensure that federal funds supplement but do not supplant non-federal funds that, in the absence of such federal funds, would otherwise have been made available for the same purpose.
Notice of Funding Opportunity (NOFO) Requirements	All the instructions, guidance, limitations, scope of work, and other conditions set forth in the NOFO for this federal award are incorporated by reference. All recipients must comply with any such requirements set forth in the NOFO. If a condition of the NOFO is inconsistent with these terms and conditions and any such terms of the federal award, the condition in the NOFO shall be invalid to the extent of the inconsistency. The remainder of that condition and all other conditions set forth in the NOFO shall remain in effect.
SAFECOM	Recipients receiving federal awards made under DHS programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications. The SAFECOM Guidance is updated annually and can be found at Funding and Sustainment | CISA.
Use of DHS Seal, Logo, and Flags	Recipients must obtain written permission from DHS prior to using the DHS seals, logos, crests, or reproductions of flags, or likenesses of DHS agency officials. This includes use of DHS component (e.g., FEMA, CISA, etc.) seals, logos, crests, or reproductions of flags, or likenesses of component officials.

FEMA Standard Terms and Conditions

FEMA STANDARD TERMS AND CONDITIONS

https://www.fema.gov/fact-sheet/fiscal-year-2025-fema-standard-terms-and-conditions

FEMA standard terms and conditions are updated each fiscal year (FY). This Fact Sheet displays the FEMA standard terms and conditions for FY. These standard terms and conditions apply to all non-disaster financial assistance awards funded in FY.

1. Environmental Planning and Historic Preservation (EHP) Review

DHS/FEMA funded activities that could impact the environment are subject to the FEMA EHP review process. This review does not address all federal, state, and local requirements. Acceptance of federal funding requires the recipient to comply with all federal, state, and local laws.

DHS/FEMA is required to consider the potential impacts to natural and cultural resources of all projects funded by DHS/FEMA grant funds, through its EHP review process, as mandated by: the National Environmental Policy Act; Endangered Species Act; National Historic Preservation Act of 1966, as amended; Clean Water Act; Clean Air Act; National Flood Insurance Program regulations; and any other applicable laws, regulations and executive orders. General guidance for FEMA's EHP process is available on the FEMA Website. Specific applicant guidance on how to submit information for EHP review depends on the individual grant program. Applicants should contact their grant program officer to be put into contact with EHP staff responsible for assisting their specific grant program. The FEMA EHP review process must be completed before funds are released to carry out the proposed project. Otherwise, DHS/FEMA may not be able to fund the project due to noncompliance with EHP laws, executive orders, regulations, and policies. DHS/FEMA may also need to perform a project closeout review to ensure the applicant complied with all required EHP conditions identified in the initial review.

If ground disturbing activities occur during construction, the applicant will monitor the ground disturbance, and if any potential archaeological resources are discovered, the applicant will immediately cease work in that area and notify the pass-through entity, if applicable, and DHS/FEMA.

EO 11988, Floodplain Management, and EO 11990, Protection of Wetlands, require that all federal actions in or affecting the floodplain or wetlands be reviewed for opportunities to relocate, and be evaluated for social, economic, historical, environmental, legal, and safety considerations. FEMA's regulations at 44 C.F.R. Part 9 implement the EOs and require an eight-step review process if a proposed action is in a floodplain or wetland or has the potential to affect or be affected by a floodplain or wetland.

The regulation also requires that the federal agency provide public notice of the proposed action at the earliest possible time to provide the opportunity for public involvement in the decision-making process (44 C.F.R. § 9.8). Where there is no opportunity to relocate the federal action, FEMA is required to undertake a detailed review to determine what measures can be taken to minimize future damages to the floodplain or wetland.

2. Applicability of DHS Standard Terms and Conditions to Tribes

The DHS Standard Terms and Conditions are a restatement of general requirements imposed upon recipients and flow down to sub-recipients as a matter of law, regulation, or executive order. If the requirement does not apply to Tribal Nations, or there is a federal law or regulation exempting its application to Tribal Nations, then the acceptance by Tribal Nations, or acquiescence to DHS Standard Terms and Conditions does not change or alter its inapplicability to a Tribal Nation. The execution of grant documents is not intended to change, alter, amend, or impose additional liability or responsibility upon the Tribal Nations where it does not already exist.

3. Acceptance of Post Award Changes

Should FEMA determine that an error in the award package has been made, or if an administrative change must be made to the award package, recipients will be notified of the change in writing. Once the notification has been

made, any subsequent requests for funds will indicate recipient acceptance of the changes to the award. Please email FEMA Grant Management Operations at: ASK-GMD@fema.dhs.gov for any questions.

4. Disposition of Equipment Acquired Under the Federal Award
When original or replacement equipment acquired under this award is no longer needed for the original project or program or for other activities currently or previously supported by a federal awarding agency, the non-state recipient or subrecipient (including subrecipients of a state or Tribal Nation), must request instructions from FEMA to make proper disposition of the equipment pursuant to 2 C.F.R. section 200.313(e). State recipients must follow the disposition requirements in accordance with state laws and procedures. 2 C.F.R. section 200.313(b). Tribal Nations must follow the disposition requirements in accordance with tribal laws and procedures noted in 2 C.F.R. section 200.313(b); and if such laws and procedures do not exist, then Tribal Nations must follow the disposition instructions in 2 C.F.R. section 200.313(e).

5. Prior Approval for Modification of Approved Budget
Before making any change to the FEMA approved budget for this award, a written request must be submitted and approved by FEMA as required by 2 C.F.R. section 200.308.

For purposes of non-construction projects, FEMA is using its discretion to impose an additional restriction under 2 C.F.R. section 200.308(i) regarding the transfer of funds among direct cost categories, programs, functions, or activities. For awards with an approved budget where the federal share is greater than the simplified acquisition threshold (currently $250,000) and where the cumulative amount of such transfers exceeds or is expected to exceed 10% of the total budget FEMA last approved, transferring funds among direct cost categories, programs, functions, or activities is unallowable without prior written approval from FEMA.

For purposes of awards that support both construction and non-construction work, 2 C.F.R. section 200.308((f)(9) requires the recipient to obtain prior written approval from FEMA before making any fund or budget transfers between the two types of work.

Any deviations from a FEMA approved budget must be reported in the first Federal Financial Report (SF-425) that is submitted following any budget deviation, regardless of whether the budget deviation requires prior written approval.

6. Indirect Cost Rate
2 C.F.R. section 200.211(b)(16) requires the terms of the award to include the indirect cost rate for the federal award. If applicable, the indirect cost rate for the award is stated in the budget documents or other materials approved by FEMA and included in the award file.

7. Build America, Buy America Act (BABAA) Required Contract Provision & Self-Certification
In addition to the DHS Standard Terms & Conditions regarding Required Use of American Iron, Steel, Manufactured Products, and Construction Materials, recipients and subrecipients of FEMA financial assistance for programs that are subject to BABAA must include a Buy America preference contract provision as noted in 2 C.F.R. section 184.4 and a self-certification as required by the FEMA Buy America Preference in FEMA Financial Assistance Programs for Infrastructure (FEMA Interim Policy #207-22-0001). This requirement applies to all subawards, contracts, and purchase orders for work performed, or products supplied under the FEMA award subject to BABAA.

Mississippi Office of Homeland Security
Terms and Conditions:

Compliance and Regulations:

- The Sub-Recipient must comply with **2 CFR 200** and all applicable federal, state, and local laws, regulations, and requirements.

- The Sub-Recipient shall comply with the **Hatch Act**, which restricts political activities of public employees, as well as **44 CFR Part 18**, *New Restrictions on Lobbying*.

- The Sub-Recipient shall comply, when applicable, with the labor standards provisions of the **Davis-Bacon Act**.

- The Sub-Recipient is required to update and align its existing incident management and emergency operations plans with the coordinating structures, processes, and protocols outlined in the **National Response Plan**.

- The Sub-Recipient must ensure meaningful citizen engagement by expanding plans and task force memberships to incorporate public participation; conducting awareness and outreach activities; involving citizens in training and exercises; and developing or enhancing programs that integrate citizen and volunteer support into emergency response disciplines.

- The **Signatory Authorized Official** (SAO) is responsible for committing to the terms of this Agreement, allocating local funds for equipment purchases or for supporting jurisdictional exercises, training, and planning activities, and executing this Agreement on behalf of the Sub-Recipient's jurisdiction. By signing, the designated representative certifies that they possess the legal authority to receive assistance.

- The Signatory Authorized Official shall appoint one or more individuals to serve as the **Sub-Recipient Grant Administrator (SGA)**. The SGA is responsible for developing and attaching the scope of work, securing project approvals from appropriate officials, submitting applications to the Recipient, managing equipment distribution and training, preparing required reports, and submitting all supporting documentation and reimbursement requests to the Recipient on behalf of the Sub-Recipient.

Grant Funding:

- Grant funds expended prior to the date of the award letter are not eligible for reimbursement. No costs or obligations may be incurred under this Agreement until the Recipient notifies the Sub-Recipient in writing that the Award has been executed and funds are available.

- Sub-Recipients shall use awarded funds solely for the purposes approved by the Mississippi Office of Homeland Security (MOHS). Any changes or revisions to the scope of work or budget must receive prior written approval from MOHS.

- The Sub-Recipient shall comply with all cost-sharing requirements associated with the awarded grant, if applicable.

- The Sub-Recipient shall not enter contracts or purchase goods from any party or vendor that is debarred or suspended from participation in Federal assistance programs. The Sub-Recipient must comply with all applicable Federal and State procurement laws and regulations and is responsible for adhering to all local, state, and federal procurement requirements.

• The Sub-Recipient shall establish and maintain an accounting system that properly records all expenditures of awarded funds in accordance with generally accepted accounting principles and **2 CFR 200**, or as otherwise directed by the DPS Authorized Representative and MOHS.

• Sub-Recipients shall provide all required financial and program documentation necessary to meet the terms and conditions of receiving Federal and State assistance.

• The period of performance for this Grant Agreement begins on the date the Sub-Recipient accepts the Award and continues through the designated performance period, unless terminated by MOHS and/or the Department of Public Safety.

• The Sub-Recipient shall return to the State, within thirty (30) days of a request from DPS/MOHS, any funds determined to be unsupported by audit findings or Federal/State review of documentation related to the Award.

• All radios and radio communications equipment purchased with grant funds must be **APCO 25 compliant** and adhere to the **Project 25** standards for voice and low-to-moderate speed data interoperability, when applicable.

• Contractual services including internet service, radio service, cellular service, satellite phone service, and similar items, are eligible for grant funding for up to twelve (12) months during the period of performance. Some grant programs may authorize longer periods (e.g., SLCGP).

• The Sub-Recipient shall develop and enhance capabilities to prevent, respond to, and recover from terrorism events. This may include purchasing specialized equipment listed on the FEMA Authorized Equipment List (AEL) or supporting planning, training, and exercise activities related to terrorism preparedness. Equipment not listed on the FEMA AEL or purchased without prior approval will be disallowed.

• Position descriptions are required for all personnel whose salaries are paid with grant funds. Organizational charts identifying grant-funded positions must also be provided.

• The Recipient shall not be liable under this Agreement for any amount exceeding the funds allocated to the State by FEMA and the Office for Domestic Preparedness for the grant performance period.

• Reimbursement is contingent upon expenditures being made in accordance with all applicable local, state, and federal regulations, policies, and guidelines, and upon submission of reimbursement requests consistent with the SAA's grant policies and procedures manual.

• Requests for advance funding to support equipment purchases or other expenditures must be submitted in writing to MOHS with justification. Requests must include documentation supporting the need, such as shortages of local funds or absence of the item in the jurisdiction's current budget.

Equipment/Supplies for Program Activities:

• Equipment purchased under this Agreement must be stored, maintained, and used in accordance with the purpose and objectives of the Grant Agreement. Adequate maintenance procedures must be established to ensure the equipment remains in good working condition.

• Property records must be maintained and must include: a description of the property; serial or identification number; source of the property; title holder; acquisition date; cost; percentage of Federal participation; location, use, and condition; and any disposition information, including disposal date and sale price.

• If equipment or assets are damaged, lost, or stolen, the Sub-Recipient must notify MOHS immediately. For equipment that has reached the end of its useful life or requires disposal or sale, instructions are available at www.homelandsecurity.ms.gov under *Grants → Grant Forms*.

• All equipment awarded under this Agreement should be ordered within ninety (90) days of project implementation. If unforeseen circumstances prevent timely ordering, the Sub-Recipient must notify MOHS with an explanation and a projected purchase date.

• The Sub-Recipient shall immediately notify MOHS if any equipment purchased under this project ceases to be used as intended under the project agreement. In such cases, the Sub-Recipient agrees to transfer or dispose of the equipment as directed by MOHS.

• The Sub-Recipient shall not convey, sell, salvage, transfer, or otherwise dispose of any equipment purchased under this Agreement without the express written approval of MOHS.

• The Sub-Recipient shall maintain, or ensure the maintenance of, all equipment purchased under this project for its full useful life.

Reporting on Program Requirements:

• Each quarter, the Sub-Recipient Grant Administrator (SGA) shall prepare and submit a **Quarterly Request for Reimbursement** to the Mississippi Office of Homeland Security (MOHS). The submission must include all required supporting documentation to verify that expenditures were made in compliance with applicable regulations. MOHS will review the reimbursement package for completeness and process payment through the **Mississippi Accountability System for Government Information and Collaboration (MAGIC).**

• Programmatic **and Financial Reports** are due within **15 days** following the end of each reporting quarter. These reports must be submitted in accordance with MOHS reporting requirements and must accurately reflect program progress, expenditures, and compliance with grant conditions.

Grant Period	Quarter	Date Report is Due
September 1-November 30	1st Quarter	December 15
December 1-February 28	2nd Quarter	March 15
March 1-May 31	3rd Quarter	June 15
June 1-August 31	4th Quarter	September 15
Closeout	Closeout	October 15

Non-performance of Grant Activities:

• Failure by the Sub-Recipient to comply with the terms of this Grant Agreement may result in suspension from the program and forfeiture of any remaining grant funds, as determined by the Recipient.

• Failure to expend all awarded grant funds by the deadline stated in the Award Letter, or failure to comply with Recipient requests and guidelines, will result in the reallocation of unspent funds and the immediate redistribution of all equipment purchased with grant funds.

• Failure to maintain an adequate response capability, as determined by MOHS, will also result in the reallocation of grant funds and the immediate redistribution of all equipment purchased with grant funds.

• The Recipient and Sub-Recipient agree to fulfill all administrative and financial responsibilities under this Agreement in accordance with FEMA policies and all applicable state and federal guidance. The **Biannual Strategy Implementation Report (BSIR)** shall provide updated information on obligations, expenditures, and progress toward grant activities, and shall include updates to all previously submitted information.

Audit Requirements:
All agencies receiving Federal funds administered by MOHS for grant activities must comply with the audit requirements outlined in **2 CFR §200.501**, including the following:

(a) Audit Requirement. Any non-Federal entity that expends **$750,000 or more** in Federal awards during its fiscal year must undergo a single audit or program-specific audit for that year, in accordance with this part.

(b) Single Audit. A non-Federal entity that expends **$750,000 or more** in Federal awards during its fiscal year must have a **single audit** conducted in accordance with §200.514, unless it elects to have a program-specific audit under paragraph (c).

(c) Program-Specific Audit Election. An auditee that expends Federal awards under **only one Federal program** (excluding R&D) and is not otherwise required to undergo a financial statement audit may elect to have a **program-specific audit** conducted under §200.507. A program-specific audit **may not** be elected for R&D unless all Federal awards are from the same Federal agency (or the same agency and pass-through entity) and that agency or pass-through entity approves the election in advance.

(d) Exemption for Entities Expending Less Than $750,000. A non-Federal entity that expends **less than $750,000** in Federal awards during its fiscal year is exempt from Federal audit requirements for that year, except as noted in §200.503. However, all records must remain available for review by the Federal agency, pass-through entity, or the Government Accountability Office (GAO).

(e) Federally Funded Research and Development Centers (FFRDCs). Management of an auditee that owns or operates an FFRDC may elect to treat the FFRDC as a separate entity for audit purposes.

(f) Sub-Recipients and Contractors. An auditee may simultaneously be a recipient, sub-recipient, and contractor.

- Federal awards expended as a **recipient or sub-recipient** are subject to audit under this part.
- Payments received as a **contractor** for goods or services are **not** considered Federal awards. Determinations regarding whether an entity is a sub-recipient or contractor must follow §200.330.

(g) Compliance Responsibility for Contractors. In most cases, the auditee's responsibility for contractor compliance is limited to ensuring that procurement, receipt, and payment for goods and services comply with Federal statutes, regulations, and award terms. Federal award compliance requirements generally do **not** pass through to contractors. However, if a procurement transaction is structured such that the contractor is responsible for program compliance—or if the contractor's records must be reviewed to determine compliance—the audit must include verification that these transactions comply with Federal requirements, particularly when they relate to a major program.

(h) For-Profit Sub-Recipients. Because this part does not apply to for-profit sub-recipients, the pass-through entity must establish appropriate compliance requirements for them. The agreement with a for-profit sub-recipient must clearly describe applicable compliance obligations. Compliance may be ensured through methods such as pre-award audits, monitoring during the agreement period, and post-award audits, consistent with §200.331.

Monitoring/Inspection:
- The Sub-Recipient shall provide the State and any Federal agencies designated by the DPS Authorized Representative full access to, and the right to examine, all records and documents related to the use of award funds.

• A physical inventory of all property and equipment purchased with grant funds must be conducted at least once every two years for the useful life of the property. Inventory results must be reconciled with MOHS property control records. All grant-funded property must be tagged and tracked through an inventory management system.

• The Sub-Recipient must establish a control system that ensures adequate safeguards to prevent loss, damage, or theft of property. Any such incidents must be investigated.

Monitoring:

• In accordance with Federal guidelines (2 CFR §§200.328–329), the State has established a monitoring plan for evaluating all projects. Each Sub-Recipient may be required to participate in at least one on-site monitoring visit during the grant year. During these visits, all relevant documentation will be reviewed to assess project progress, identify issues, and verify reimbursement activity. The State evaluates each Sub-Recipient's risk of noncompliance with Federal statutes, regulations, and award conditions to determine the appropriate level of monitoring.

• Management will review audit findings, questioned costs, and corrective action plans. A written management decision will be issued to the Sub-Recipient indicating whether each audit finding is sustained, the reasons for the determination, required actions (including repayment of disallowed costs or other corrective measures), the auditor's reference numbers, and any available appeal process, as required by 2 CFR §200.521. If corrective actions remain incomplete, a follow-up timetable will be provided.

• MOHS will contact Sub-Recipients for additional information as needed and will determine the appropriate course of action for federal program audit findings, financial statement audit findings, negative disclosures (such as concerns regarding financial capacity), and deficiencies in the Schedule of Expenditures of Federal Awards. Procedures may be adjusted based on the nature or combination of issues to ensure efficient and effective resolution. MOHS will update the status of each audit review until all follow-up actions are completed and the file is formally closed.

Intelligence Sharing:

• Sub-Recipients shall provide available intelligence to the Mississippi Office of Homeland Security (MOHS) and the Mississippi Analysis and Information Center (MSAIC). Intelligence should be shared among local, state, tribal, territorial, and federal agencies with a focus on homeland security matters.

• Any agency or organization that accepts Homeland Security Grant Program (HSGP) funding from MOHS agrees to share threat data with MOHS and MSAIC for use in Threat Analysis Reporting. This includes routine reporting as directed by the Mississippi Information Liaison Officer (MILO) Program Coordinator, as well as situational reporting for events involving a terrorism, critical infrastructure, or gang-related nexus.

• Agencies using HSGP funds to purchase License Plate Readers (LPRs) must ensure that data collected by the equipment is accessible upon request by MOHS agents or MSAIC analysts and is shareable with other members of the agency's regional fusion center, if applicable.

Other Provisions:

• This Agreement is not intended to conflict with any current laws or regulations of the State of Mississippi or the Sub-Recipient's jurisdiction. If any term of this Agreement is found to be inconsistent with such authority, that term shall be deemed invalid; however, all remaining terms and conditions shall remain in full force and effect.

• The Sub-Recipient must ensure that grant funds support all emergency service-related agencies and departments, including law enforcement, fire, and rescue. Senior officials from these agencies must sign this Agreement and

familiarize themselves with the rules and regulations governing each grant program. Agencies are encouraged to collaborate in identifying and prioritizing needs before submitting their plan.

• All final reimbursement requests, performance reports, and closeout documents must be submitted to MOHS within forty-five (45) days of project completion.

• Sub-Recipients that are delinquent in submitting reimbursement requests, quarterly or progress reports, final accomplishment reports, or that submit incomplete reports lacking sufficient detail may experience delays in reimbursement processing. Reimbursement requests will be processed once complete and accurate reports are received.

• All Sub-Recipients (and/or jurisdictions) must maintain membership in the Emergency Management Assistance Compact (EMAC) to facilitate mutual aid capabilities to remain eligible for Department of Homeland Security (DHS) funding and reimbursement of DHS grant funds, when applicable.

ASSURANCE OF UNDERSTANDING REQUIREMENT FOR SUB-RECIPIENTS:

As the Authorized Official for **Jackson, City of** (Sub-Recipient), I certify by my signature below that I have fully read and understand our duties and responsibilities under this Agreement. I acknowledge that this Grant Agreement does not become effective until it has been signed, dated, and fully executed by both parties—the Mississippi Office of Homeland Security (MOHS) and the Authorized Signatory Official.

By signing below, I affirm that the agency I represent agrees to comply with all Federal, State, and Mississippi Office of Homeland Security certifications, assurances, and associated conditions.

SUB-RECIPIENT:
ATTESTS:

_____ _____

Authorized Signatory Official's Signature: **Date:**
(Sub-Recipient)

_____ _____

Authorized Signatory Official's Printed Name: **Organizational Title:**

UEI Number: _____

APPROVED: STATE OF MISSISSIPPI/DEPARTMENT OF PUBLIC SAFETY/MISSISSIPPI OFFICE OF HOMELAND SECURITY

By: _____ **Date:** 6/16/26

Executive Director/SAA
Mississippi Office of Homeland Security

Grant Agreement Certifications

Below please assign **three (3) separate persons** to hold the following responsibilities: Sub-Recipient Grant Administrator, Financial Officer, and the Grant Authorized Signatory Official. The Sub-Recipient Administrator will be responsible for the day-to-day activities, correspondence, and management of the grant program. The Financial Officer is responsible for the payment, purchasing and gathering of all financial information and back up documentation. The Grant Authorized Signatory Official is the overall head of the agency that holds the full responsibility of the program to remain in state and federal compliances.

Staff that may be funded through a grant cannot be an authorized official on the grant without the written approval of the Executive Director.

Agency Name: City of Jackson Department of Information Technology **Grant Number:** 23CS221

Agency Address: 353 S Congress StJackson MS 39201

Agency Phone Number: 601-960-1246 **Agency Fax Number:** _____

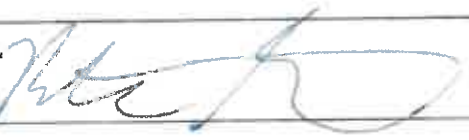
Sub-Recipient Grant Administrator (SGA) Certification

I certify that I understand and agree to comply with the general and fiscal provisions of this grant agreement including all terms and conditions; to comply with provisions of the regulations governing these funds and all other federal and state laws; that all information presented is correct; that there has been appropriate coordination with the awarded agency. I am duly authorized by the Sub-Recipient to perform the tasks of the Sub-Recipient Grant Administrator (SGA), as they relate to the requirements of this Grant Agreement; costs incurred prior to Grantee approval may result in the expenditures being absorbed by the Sub-Recipient; and, that the receipt of these grant funds through the Grantee will not supplant state or local funds.

Name: Nathan Slater **Title:** Information Technology Director
(Designated Sub-Recipient Grant Administrator)

Phone Number: 601-960-1395

Email Address: nslater@jacksonms.gov

Signature of Sub-Recipient Grant Administrator: 

Financial Officer Certification

I certify that I understand and agree to comply with the general and fiscal provisions of this grant agreement including all terms and conditions; to comply with provisions of the regulations governing these funds and all other federal and state laws; that all information presented is correct; that there has been appropriate coordination with the awarded agency. I am duly authorized by the Sub-Recipient to perform the tasks of the Financial Officer, as they relate to the requirements of this Grant Agreement; costs incurred prior to Grantee approval may result in the expenditures being absorbed by the Sub-Recipient; and, that the receipt of these grant funds through the Grantee will not supplant state or local funds.

Name: Jillian Caldwell **Title:** Chief Financial Officer
(Sub-Recipient Financial Officer)

Phone Number: 601-960-2422

Email Address: jillcaldwell@jacksonms.gov

Signature of Sub-Recipient Financial Officer: Jillian Caldwell

Authorized Signatory Official Certification

I certify that I understand and agree to comply with the general and fiscal provisions of this grant agreement including all terms and conditions; to comply with provisions of the regulations governing these funds and all other federal and state laws; that all information presented is correct; that there has been appropriate coordination with the awarded agency. I am duly authorized by the Sub-Recipient to perform the tasks of the Grant Authorized Signatory Official, as they relate to the requirements of this Grant Agreement; costs incurred prior to Grantee approval may result in the expenditures being absorbed by the Sub-Recipient; and, that the receipt of these grant funds through the Grantee will not supplant state or local funds.

Name: _____ **Title:** _____
(Grant Authorized Signatory Official)

Phone Number: _____

Email Address: _____

Signature of Authorized Signatory Official: _____

Federal Funding Accountability and Transparency Act (FFATA) Compliance Form

To comply with the Federal Funding Accountability and Transparency Act (FFATA), the MOHS must report award information for all sub-recipients of federal awards as directed. Information provided will be made publicly available on USA Spending http://www.usaspending.gov/ per the Transparency Act requirement.

Section 1: Award Information:

Agency Name	City of Jackson Department of Information Technology
City	Jackson
Zip Code +4 Digits (Required)	39201-5202
Unique Entity Identification (UEI) #	GNNPTMPBPYM8
Amount of Award:	$1,002,150.00

Section 2: Compensation Information: Answer only is award is $30,000.00 or more in federal funds)

1. More than 80% of the Agency organization's annual gross revenue is federal funds.
   _____ Yes (If yes, proceed to Question 2)
   _X_ No (If No, stop, proceed to Section 3)

2. Federal Revenue exceeds twenty-five (25) million dollars.
   _____ Yes (If Yes, proceed to Question 3)
   _____ No (If No, stop, proceed to Section 3)

3. Compensation information is not publicly available via federal tax filings, Securities and Exchange Commission (SEC) reporting, or any other source. (If other, please indicate: _____)
   _____ Yes (If Yes, proceed to Table)
   _____ No (If No, stop, proceed to Section 3)

Names and Salary of Organizations Top Five (5) Executives (By Salary)

	First and Last Name	Title	Annual Salary
1.			
2.			
3.			
4.			
5.			

Section 3: Certification of Information:

I certify that the above information is true and accurate.

Jillia Caldwell
Authorized Signatory Official (Signature)

7-20-26
Date

Jillian Caldwell
Authorized Signatory Official (Printed Name)

Chief Financial Officer
Title

Mississippi Accountability System for Government Information and Collaboration (MAGIC) Financial Form

To help the Mississippi Office of Homeland Security process advance or reimbursement funding smoothly and without delays, please submit the following information and documents. Once received, the grant funding will be prepared for disbursement based on the materials provided.

Document to Provide MOHS:

- W-9 Form:

MAGIC Agency Contact Information	
Agency Name:	City of Jackson (MAGIC # 31000341811)
MAGIC Grant Identification Number:	EMW-2023-CY-00002-S01
MAGIC Grantee Contact:	Carmen Jones
MAGIC Grantee Address:	200 S. President St. Jackson, MS 39201
MAGIC Contact Email Address:	carmenj@jacksonms.gov
When processed, where will funding be sent? Ex. City/Town; Board of Supervisors, Police Dept. EMA Dept., School District	City
Unique Entity Identification Number (UEI):	GNNPTMPBPYM8
UEI Expiration Date :	11/23/26

I certify that the above information is true and accurate.

Jillian Caldwell
Authorized Signatory Official (Signature)

7-20-26
Date

Jillian Caldwell
Authorized Signatory Official (Printed Name)

Chief Financial Officer
Title

Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

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.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See *Specific Instructions* on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

CITY OF JACKSON MS

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

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor ☐ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate

☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . .

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☑ Other (see instructions) MUNICIPALITY

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . ☐

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any)

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any)

(Applies to accounts maintained outside the United States.)

5 Address (number, street, and apt. or suite no.). See instructions.

200 SOUTH PRESIDENT ST

Requester's name and address (optional)

6 City, state, and ZIP code

JACKSON, MS 39201

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–			–				

or

Employer identification number

6	4	–	6	0	0	0	5	0	3

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person Jillian Caldwell Date 03/31/2026

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

Mississippi Office of Homeland Security
FEMA Non-Disaster Reimbursement Request

Per FEMA guidance within the FEMA Notice of Funding Documents for Non-Disaster Grants, each reimbursement request to FEMA must ensure the following information for Sub-Recipient Funding Requests.

Agency Name: City of Jackson Department of Information Technology

1. **Is Funding Directly or Indirectly to Sub-Recipient?**	
☒ **Directly** to the Sub-Recipient	☐ Indirectly to the Sub-Recipient
2. Please provide in the space below, the Mission Statement of the Agency.	
The Infomration Technolgoy Department provides strategic technology support, maintenance, and installation services to the City of Jackson's citizens, departments, and stakeholders. The Department is committed to ensuring efficient, reliable, secure, and effective digital services through strong governance and responsible management of the City's digital assets.	
3. Does the Sub-Recipient's work or mission involve supporting aliens, regardless of whether FEMA funds support such activities?	
☐ Yes. Agency's work or mission **will** involve supporting aliens.	■ No. Agency's work or mission **will not** involve supporting aliens.
4. Will any payment request to the Sub-Recipient include an activity involving support for aliens?	
☐ Yes. Agency's payment request **will** include activities that involve supporting aliens.	■ No. Agency's payment request **will not** include activities that involve supporting aliens.
5. Does the Sub-Recipient have and follow any Diversity, Equity and Inclusion (DEI) practices?	
☐ Yes. Agency **has and follows** DEI practices.	■ No. Agency **does not have nor follows** DEI practices.
6. Are any foreign nationals or noncitizens employed by the Sub-Recipient agency in roles that involve managing program requirements, processing reimbursements or advances, or performing any activities related to this grant program?	
☐ Yes. Agency **has** foreign nationals or noncitizens employed within the agency that perform grant-related activities. If so, please provide a short bio or resume for all individuals.	■ No. Agency **does not have** foreign nationals or noncitizens employed within the agency that perform grant-related activities.

I certify that the above information is true and accurate.

Authorized Signatory Official (Signature) **Date**

Authorized Signatory Official (Printed Name) **Title**

34

OFFICE OF THE CITY ATTORNEY
7/21/26

ORDER AUTHORIZING THE MAYOR TO TERMINATE THE MANAGEMENT AGREEMENT WITH METROPOLIS (FORMERLY SP PLUS CORPORATION) TO OPERATE THE CITY'S METERED PARKING SYSTEM

WHEREAS, by Order of the City Council dated November 21, 2023, found at MB 6Y, Pages 559-561, the City entered into a Management Agreement with Metropolis (formerly SP Plus Corporation) for a smart parking meter system; and

WHEREAS, the Mayor has requested authority to terminate the Management Agreement; and

WHEREAS, it is in the best interest of the City of Jackson to terminate the Management Agreement with Metropolis (formerly SP Plus Corporation); and

WHEREAS, the Office of the City Attorney is authorized to negotiate and reach an agreement with Metropolis (formerly SP Plus Corporation) as it relates to any outstanding fees and expenses incurred; and

WHEREAS, the governing authority for the City of Jackson finds that it is in its best interest to terminate the Agreement, as the City is facing a budget deficit and cannot afford the management fee and all other expenses related to this Agreement.

IT IS, THEREFORE, ORDERED that the Office of the City Attorney is authorized to terminate this Agreement under the common law rule against binding successor boards and any and all grounds for termination that are available to the City.

IT IS FURTHER ORDERED that the Mayor is authorized to terminate the Agreement and may make payments to Metropolis (formerly SP Plus Corporation) that the City incurred before the date of termination.

IT IS FURTHER ORDERED that the Office of the City Attorney is authorized to negotiate with Metropolis (formerly SP Plus Corporation) on behalf of the City to resolve any outstanding claims made against the City under this Agreement.

Agenda Item # 34
July 28, 2026
(Brown, Horhn)

Office of the City Attorney

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

OFFICE OF THE CITY ATTORNEY

This **ORDER AUTHORIZING THE MAYOR TO TERMINATE THE MANAGEMENT AGREEMENT WITH METROPOLIS (FORMERLY SP PLUS CORPORATION) TO OPERATE THE CITY'S METERED PARKING SYSTEM** is legally sufficient for placement in NOVUS Agenda.

7/21/26

Drew M. Martin, *City Attorney* ***DATE***
Sondra Moncure, *Special Assistant*

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

July 28, 2026
DATE

	POINTS	COMMENTS
1.	**Brief Description/Purpose**	**ORDER AUTHORIZING THE MAYOR TO TERMINATE THE MANAGEMENT AGREEMENT WITH METROPOLIS (FORMERLY SP PLUS CORPORATION) TO OPERATE THE CITY'S METERED PARKING SYSTEM**
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	3. Changes in City Government
3.	**Who will be affected**	Metropolis
4.	**Benefits**	Allows the City to reconsider and restructure management of the public meter system, consistent with current operational objectives and public policy priorities
5.	**Schedule (beginning date)**	Termination Letter will be sent following approval.
6.	**Location:** ▪ **WARD** ▪ **CITYWIDE (yes or no) (area)** ▪ **Project limits if applicable**	Downtown Jackson
7.	**Action implemented by:** ▪ **City Department** ■ ▪ **Consultant** ☐ ▪	Department of Planning and Development
8.	**COST**	Not sure at this time
9.	**Source of Funding** ■ **General Fund** ▪ **Grant** ☐ ▪ **Bond** ☐ ▪ **Other**	General Fund,

Revised 2-04

JACKSON
MISSISSIPPI
BUILDING A BETTER FUTURE TOGETHER

MEMORANDUM

To: Hon. John Horhn, Mayor

From: Angela Brown, Department of Planning and Development
Drew Martin, Office of the City Attorney

Date: July 28, 2026

Subject: Agenda Item for City Council Meeting

Attached is an agenda item for the July 28, 2026 City Council meeting that would terminate the Management Agreement with Metropolis (Formerly SP Plus Corporation)

The Administration is recommending that the City Council authorize the Mayor to terminate this Agreement.

If you have any questions or comments, please do not hesitate to call me at (601) 960-1615.

ORDER ACCEPTING THE PROPOSAL OF SP PLUS CORPORATION TO PROVIDE METERED PARKING SYSTEM OPERATION, MANAGEMENT, AND ENFORCEMENT SERVICES AND AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT.

WHEREAS, the City of Jackson advertised for proposals for a smart parking meter system complete with associated software, data, operational support, staff, programming management and maintenance, along with any additional or related services that might complement the core vendor services that were the purpose of request for proposals; and

WHEREAS, one proposal was received from SP Plus Corporation, in response to the City's advertisement for bids and was opened on March 21, 2023 and

WHEREAS, SP Plus Corporation ("SP Plus") is a Delaware Corporation duly registered to do business in Mississippi; and

WHEREAS, the City and SP Plus have negotiated an agreement whereby SP Plus will operate and maintain a metered parking system to be composed of new multi-space digital pay stations and provide enforcement of City ordinances for parking within the area of the City authorized by the City Council to provided metered parking; and

WHEREAS, SP Plus will collect all the revenues generated by the metered parking system and from enforcement of parking violations associated with the parking meters; and

WHEREAS, SP Plus will use these revenues to pay all the expenses associated with the operation and maintenance of the metered parking system and enforcement of City parking ordinances in the designated area; and

WHEREAS, the base management fee will be paid from the revenue generated by the metered parking system and enforcement of City parking ordinance in the designated area; and

WHEREAS, SP Plus will also be paid a base management fee of $94,500.00 annually, in twelve (12) equal monthly payments, which will be subject to an annual adjust for inflation that will not exceed 5% in any single year; and

WHEREAS, SP Plus will be entitled to receive and incentive fee of 2% of gross revenues for the year less operating expenses and less the base management fee earned during the year; and

WHEREAS, the agreement provides for an annual review of operations, at which time, the City will be entitled to a payment from the revenues from the previous year in an amount that will not cause the operating account to have less than one month's operating expenses; and

WHEREAS, SP Plus will incur capital expenses that include parking meters, vehicles and equipment to be used in enforcement; and

WHEREAS, the capital expenses incurred by SP Plus will be paid according to an amortization schedule that will allow the capital equipment and vehicles to be paid off during the initial term of the agreement and become the property of the City at that time; and

WHEREAS, in any month where there are insufficient funds to pay operating expenses and the base management fee, the City will be responsible for paying the monthly charge for these the payment of these capital expenses; and

WHEREAS, the initial term of the agreement will be five (5) years from the date the first parking meters are commissioned for use and may be renewed for an additional five (5) years upon the mutual agreement of the parties: and

WHEREAS, the agreement may be terminated for the following reasons:

For cause upon on fourteen (14) days' notice if a monetary breach or thirty (30) days' notice if a non-monetary breach;

Either party may terminate if the other party files for bankruptcy, effective upon giving notice; or

After the first twelve (12) months of the initial term, if there exists an insufficient balance in the operator's revenue account to pay the management fee and operating expenses when due and payable for any period of three (3) consecutive months, the SP Plus shall be entitled to terminate the agreement by providing thirty (30) days written notice to the City.

WHEREAS, upon termination of the agreement prior to the expiration of the initial term, the City will be required to pay any outstanding operating expenses, base management fee earned, incentive fee earned, and the outstanding amount of principal remaining on the capitalized equipment and vehicles, within forty-five days of the effective date of the termination; and

WHEREAS, pursuant to the agreement, SP Plus will provide the following services:

1. Monitor Metered Parking System Activities effectiveness.
2. Collect, maintain and analyze parking data for the purpose of making recommendations to the City for improving operations and enforcement, as well as maximizing revenues.
3. Provide recommendations for parking fees and policies; provided, however, the City shall retain sole authority to set and/or approve all fees and policies.
4. Respond to parking complaints and public inquiries. Operator shall log all complaints and document the resolution of same.
5. Implement and continue a public information program approved by the City.
6. Observe and comply with all applicable federal, state, or local laws.
7. Coordinate parking matters with local businesses.
8. Purchase all materials, equipment and supplies necessary to carry out all parking operation and parking enforcement functions.
9. Engage third party contractors, to the extent necessary, to provide the full scope of services, subject to City approval.
10. Attend regular meetings at the request of City administration to review and discuss parking matters.
11. Oversee day-to-day parking operations and respond to all field-related parking activity concerns with City parking facilities.
12. Install, maintain, relocate and replace parking meters, pay stations, and other parking equipment as necessary.
13. Hire and manage all parking related staff. Staff shall be fully trained, competent, and qualified with the skills and experience necessary to properly perform their assigned responsibilities.
14. Perform background and drug screening for all staff hired to provide services to the City.
15. Designate a manager who shall oversee parking operations to ensure high quality service and parking staff performance.
16. Ensure that all personnel interacting with the public are in uniform and are maintaining a clean, orderly appearance. The uniform must display City approved insignia that clearly identifies staff as being responsible for City parking services.
17. Ensure that all personnel issuing parking citations are properly trained and certified.

18. Enforce City parking restrictions for on-street parking, including through the issuance of administrative and/or civil parking citations in accordance with City ordinances/policies.

19. Participate in a multi-step adjudication process, whereby the initial administrative review is conducted by Operator staff, a secondary administrative review is conducted by the Operator's general manager, and a third step allows for an administrative hearing to be conducted by an appointed magistrate within the City.

20. Manage the financial activity of the parking system to include collecting and depositing all parking revenues and paying all parking related expenses in a timely manner and the technology relating to on-street digital meters, phone and on-line apps, and collection technology;

21. Maintain detailed financial records. These records shall be open to the City and available to the public through public records requests made pursuant to the Mississippi Public Records Act.

22. Pursue collection of outstanding fees for parking violations, which may be accomplished by contracting with a collection agency.

23. Retain vendors to perform booting services if required by the City.

24. Engage outside vendors to perform the following Services:

    a) Flowbird to allow for payment at City parking meters.
    b) Passport to allow for payment from mobile applications and for payment collections.

25. Inventory and remove existing parking meters and replace them with new digital pay stations. Maintain the new digital pay stations.

26. Acquire vehicles equipped with license plate recognition cameras necessary to perform the services.

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute a management agreement with SP Plus Corporation for metered parking system operation, maintenance, and enforcement services consist with the contract terms set forth above.

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

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

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

RESOLUTION DECLARING THE INTENTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF JACKSON, MISSISSIPPI TO ENTER INTO A LOAN WITH THE MISSISSIPPI DEVELOPMENT BANK IN AN AGGREGATE PRINCIPAL AMOUNT OF NOT TO EXCEED FORTY MILLION DOLLARS ($40,000,000) TO RAISE MONEY FOR THE PURPOSE OF THE (A) REPAIR, MAINTENANCE AND/OR RECONSTRUCTION OF ROADS, STREETS AND BRIDGES BASED UPON AN EQUAL SHARE OF THE BOND PROCEEDS TO BE EVENLYDISTRIBUTED TO EACH OF THE SEVEN (7) WARDS THROUGHOUT THE CITY OR AS AGREED UPON BY THE GOVERNING BODY LESS THE COSTS OF ISSUANCE; (B) STORM WATER AND DRAINAGE IMPROVEMENTS BASED UPON AN EQUAL SHARE OF THE BOND PROCEEDS TO BE EVENLY DISTRIBUTED TO EACH OF THE SEVEN (7) WARDS THROUGHOUT THE CITY OR AS AGREED UPON BY THE GOVERNING BODY LESS THE COSTS OF ISSUANCE AS AUTHORIZED BY

35

ORDER RATIFYING THE PROCUREMENT OF EVENT SERVICES PROVIDED FOR THE CITY OF JACKSON "DOING BUSINESS WITH THE CITY" EVENT HELD ON DECEMBER 11, 2025, AND AUTHORIZING PAYMENT OF THE OUTSTANDING BALANCE OF INVOICE #158965 TO THE JACKSON CONVENTION COMPLEX

WHEREAS, the Department of Planning and Development conducted the City of Jackson's "Doing Business with the City" event on December 11, 2025, at the Jackson Convention Complex; and

WHEREAS, the Jackson Convention Complex provided meeting space ($0.00), food and beverage services ($5,664.0), audio-visual equipment and support ($1,200.00), and event staffing ($1,325.00) necessary for the successful execution of the event; and

WHEREAS, the Jackson Convention Complex submitted Invoice No. 158965 for the services rendered in connection with the event; and

WHEREAS, the Central Mississippi Growth Foundation previously made a payment of Six Thousand Eight Hundred Forty-Four Dollars and Sixty Cents ($6,844.60) directly to the Jackson Convention Complex, leaving an outstanding balance of One Thousand Three Hundred Forty-Four Dollars and Forty Cents ($1,344.40); and

WHEREAS, the total amount invoiced for the event was Eight Thousand One Hundred Eighty-Nine Dollars ($8,189.00); and

WHEREAS, the Department of Planning and Development has reviewed Invoice No. 158965 and determined that the remaining balance of $1,344.40 represents services that were received by the City and for which payment is due; and

WHEREAS, it is in the best interest of the City of Jackson to ratify the procurement of these services and authorize payment of the remaining outstanding balance; and

WHEREAS, Section 17-3-1 of the Mississippi Code authorizes the mayor and board of aldermen or board of commissioners of any municipality in the State of Mississippi to expend money not to exceed one mill of their respective valuation and assessment for the purpose of advertising and bringing favorable notice of the opportunities, possibilities, and resources of the municipality; and

WHEREAS, Section 17-3-3 of the Mississippi Code states that advertising includes expositions, public entertainment, or other forms 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 the municipality.

IT IS HEREBY ORDERED that the procurement of the event services provided by the Jackson Convention Complex for the City of Jackson's "Doing Business with the City" event held on December 11, 2025, is hereby ratified, and that the governing authority for the City of Jackson

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July 28, 2026
(Brown, Horhn)

find that the payment of $1,344.40 to the Jackson Convention Center for food, labor, audio visual, and beverage provided during the event was to advance the moral and other interests of the City of Jackson, to promote Jackson, and to bring into favorable notice the opportunities, possibilities, and resources of the City.

IT IS FURTHER ORDERED that the Mayor is authorized to pay the outstanding balance of One Thousand Three Hundred Forty-Four Dollars and Forty Cents ($1,344.40) to the Jackson Convention Complex.

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 CLERK

OFFICE OF THE CITY ATTORNEY

This **ORDER RATIFYING THE PROCUREMENT OF EVENT SERVICES PROVIDED FOR THE CITY OF JACKSON "DOING BUSINESS WITH THE CITY" EVENT HELD ON DECEMBER 11, 2025, AND AUTHORIZING PAYMENT OF THE OUTSTANDING BALANCE OF INVOICE #158965 TO THE JACKSON CONVENTION COMPLEX** is legally sufficient for placement in NOVUS Agenda.

Sondra O. Moncure

Sondra Moncure, *Special Assistant*

7/21/26

DATE

MEMORANDUM

TO: John Horhn
Mayor

FROM: Angela Brown
Department of Planning and Development

DATE: July 6, 2026

RE: Agenda Item Request – Ratify Payment

This memorandum is to request an Order to ratify the attached invoice with Jackson Convention Center for event space for Doing Business with the City.

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

July 14, 2026
DATE

	POINTS	COMMENTS
1.	**Brief Description/Purpose**	**ORDER RATIFYING THE PROCUREMENT OF EVENT SERVICES PROVIDED FOR THE CITY OF JACKSON "DOING BUSINESS WITH THE CITY" EVENT HELD ON DECEMBER 11, 2025, AND AUTHORIZING PAYMENT OF THE OUTSTANDING BALANCE OF INVOICE #158965 TO THE JACKSON CONVENTION COMPLEX**
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	N/A
3.	**Who will be affected**	N/A
4.	**Benefits**	N/A
5.	**Schedule (beginning date)**	Upon Approval by City Council
6.	**Location:** ▪ **WARD** ▪ **CITYWIDE (yes or no) (area)** ▪ **Project limits if applicable**	ALL WARDS CITY WIDE
7.	**Action implemented by:** ▪ **City Department** ☐ ▪ **Consultant** ☐	Department of Planning and Development
8.	**COST**	N/A
9.	**Source of Funding** ▪ **General Fund** ☐ ▪ **Grant** ☐ ▪ **Bond** ☐ ▪ **Other** ☐	001.404.40.6419
10.	**EBO participation**	ABE _____ % WAIVER yes ___ no ___ N/A _____ AABE _____ % WAIVER yes ___ no ___ N/A _____ WBE _____ % WAIVER yes ___ no ___ N/A _____ HBE _____ % WAIVER yes ___ no ___ N/A _____ NABE _____ % WAIVER yes ___ no ___ N/A _____

City of Jackson
Central MS Growth Foundation

Check Request Form

Date: January 29, 2026

1. Please issue a check in the amount of: $6,844.60
   To: JACKSON CONVENTION COMPLEX
   Address: 105 E PASCAGOULA ST
   JACKSON, MS 39201

   For: Food and Beverage, Audio Visual and Labor at the Doing Business with the City Event on 12/11/2025

   Signature: _____

JACKSON CONVENTION COMPLEX — WHERE MISSISSIPPI MEETS THE WORLD

105 E Pascagoula St
Jackson, MS 39201
p.601-960-2321

Invoice

Group: ***City of Jackson - Doing Business with the City*** **Invoice #:** **158965**
Event Dates: Thursday, December 11, 2025
Group Contact: Jennifer West
Event Type: Event
Sales Manager: **Maleika Hentz**

Number of Days	Space	Rate	Total
1	Gallery		$ -
1	Meeting Room 214	$ 500.00	$ 500.00
1	Meeting Room 216-218	$ 2,400.00	$ 2,400.00
	Room Rental Subtotal		$ 2,900.00
	City of Jackson /Approved Event:	($2,900.00)	$ (2,900.00)
	Subtotal With Discounts		$ -
	10% Sales Tax		
	Room Rental Total		$ -

	Food and Beverage		
	Meals	**Price per Item**	**Total**
1	Food and Beverage Total	$ 4,720.00	$ 4,720.00
	Food Subtotal		**$ 4,720.00**
	20% Administrative Fee		$ 944.00
	11% Sales Tax		
	Food Total		**$ 5,664.00**

Number of Days	Audio Visual	Price Per Day	Total
	Jackson Convention Complex is pleased to offer in house audio visual services to support your event needs. Hiring an outside av company is permissable.		
1	(1) Projector	$ 200.00	$ 200.00
1	(2) Wireless Microphones	$ 400.00	$ 400.00
Mike	(1) Sound System	$ 400.00	$ 400.00
	Subtotal		**$ 1,000.00**
	20% Audio Visual Management Charge		$ 200.00
	10% Sales Tax		
	Audio Visual Total		**$ 1,200.00**

Total Hours Billed	Labor		
	Security		$ -
6	(1) Unarmed Security Guards (5pm-11pm)	$ 35.00	$ 210.00
4	(1) Unarmed Security Guards (5pm-9pm)	$ 35.00	$ 140.00
11	(1) AV Tech	$ 600.00	$ 600.00
15	3 Carving Attendees	$ 125.00	$ 375.00
	Subtotal		**$ 1,325.00**
	Labor Total		**$ 1,325.00**

	Subtotal		**$ 8,189.00**
	Payment:	$ (6,844.60)	$ (6,844.60)
	Payment:		
	Total Charges Due:		**$ 1,344.40**

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ORDER ACCEPTING THE RENEWAL PROPOSAL SUBMITTED BY IVS, INC DOING BUSINESS AS ANGELTRAX TO PROVIDE A HOSTED SERVER, ONLINE SURVEILLANCE MANAGEMENT SOFTWARE, AND PREVENTIVE MAINTENANCE SERVICES AT A COST NOT TO EXCEED $29,608.00 FOR A PERIOD OF TWELVE MONTHS

WHEREAS, on June 27, 2019, the governing authorities authorized the Mayor to execute the original agreement with IVS, Inc. d/b/a AngelTrax to provide mobile surveillance camera systems for the City of Jackson's Public Transportation System (JTRAN); and

WHEREAS, the governing authority's action of June 27, 2019 is recorded in Minute Book 6P at page 327; and

WHEREAS, the initial contract contained a three (3) year term expiring on June 30, 2022 with an option to renew for two (2) additional years; and

WHEREAS, the governing authorities have continued to authorize the renewal of the services with Angeltrax with the most recent renewal authorization occurring on September 29, 2025 for the period July 1, 2025 through June 30, 2026; and

WHEREAS, IVS, Inc d/b/a Angeltrax submitted a proposal for the renewal of the licenses, hosted server, and online surveillance management software at a cost of $29,608.00 for the period July 1, 2026 through June 30, 2027; and

WHEREAS, IVS, Inc., d/b/a Angeltrax also included in the proposal costs for *optional equipment;* and

WHEREAS, the governing authorities for the City of Jackson adopted a Personal and Professional Services Procurement Policy on or about August 27, 2024 which addresses the procurement of services because the public purchasing statutes are not applicable to procurement of services by municipalities; and

WHEREAS, Section 3.4 of the Personal and Professional Services Procurement Policy authorize the procurement of services without competition when deemed to be in the City of Jackson's best interest upon approval of the Department Director, City Attorney, Chief Financial Officer, Chief Administrative Officer, and the Mayor; and

WHEREAS, the Department of Planning and Development determined that renewing the aforementioned services with IVS, Inc., d/b/a Angeltrax serves the City's best interest because the surveillance system has been installed and services can continue uninterrupted; and

WHEREAS, the approvals required by Section 3.4 of the Personal and Professional Services Procurement Policy were obtained; and

WHEREAS, the Department of Planning and Development's Transit Division is recommending that the governing authorities authorize the mayor to accept the proposal and renew

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(Brown, Horhn)

services with IVS, Inc. doing business as AngelTrax at a cost not to exceed twenty-nine thousand six hundred and eight dollars ($29,608.00); and

WHEREAS, the Federal Transit Administration will provide twenty-three thousand six hundred eighty-six dollars and forty cents ($23,686.40) or eighty percent (80%) to fund the procurement described, with a local match from FY2026 Transit Budget of five thousand nine hundred twenty-one dollars and sixty cents ($5,921.60) or twenty percent (20%).

IT IS THEREFORE ORDERED, that the renewal proposal submitted by Angeltrax to provide licenses, online surveillance management, a hosted server and preventive maintenance at a cost of $29,608.00 is accepted and the mayor is authorized to execute same.

IT IS THEREFORE ORDERED that the renewal period shall be for a period of one (1) year commencing upon approval of this order

IT IS HEREBY ORDERED that the optional items listed in the proposal shall ***not*** be procured absent compliance with the Mississippi Public Purchasing statutes.

Item#_____
By: (Brown, Horhn)

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET DATE July 17, 2026

POINTS		COMMENTS
1.	**Brief Description/Purpose**	Order accepts renewal proposal of IVS, Inc doing business as Angeltrax for hosted server, licenses, and preventive maintenance for surveillance system on JTRAN Transporation vehicles
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**	City of Jackson, IVS Inc., citizens of Jackson, users of JTRAN
4.	**Benefits**	Activities on JTRAN transportation vehicles will be monitored and recorded
5.	**Schedule (beginning date)**	Upon approval of renewal
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**	$29,608.00
9.	**Source of Funding** **General Fund x** **Grant x** **Bond** **Other**	187.565.20.6231 187.565.30.6884 Grant(80%): $23,686.40 General Fund(20%): $5,921.60
10.	**EBO participation**	ABE ___% WAIVER yes ___ no ___ N A X AABE ___% WAIVER yes ___ no ___ N A _X_ WBE ___% WAIVER yes ___ no ___ N A _X_ HBE ___% WAIVER yes ___ no ___ N A _X_ NABE ___% WAIVER yes ___ no ___ N A X

MEMORANDUM

TO: John Horhn, Mayor

THRU: Angela Brown, Director
Department of Planning & Development

FROM: Christine Welch, Deputy Director
Office of Transportation

DATE: July 17, 2026

RE: **Procurement form Angeltrax of hosted server and licenses for surveillance**

The agenda item which accompanies this memo requests that the governing authorities accept the renewal proposal submitted by IVS, Inc doing business as Angeltrax for a hosted server, licenses, and preventive maintenance services for the mobile surveillance system on JTRAN transportation vehicles.

The cost for one (1) year is $29,608.00. The Federal Transit Administration will provide funding for eighty percent (80%), and the City of Jackson will be required to provide a twenty percent (20%) match.

Office of the City Attorney

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

OFFICE OF THE CITY ATTORNEY

This **ORDER AUTHORIZING THE RENEWAL PROPOSAL SUBMITTED BY IVS, INC DOING BUSINESS AS ANGELTRAX TO PROVIDE A HOSTED SERVER, ONLINE SURVEILLANCE MANAGEMENT SOFTWARE, AND PREVENTIVE MAINTENANCE SERVICES AT A COST NOT TO EXCEED $29,608.00 FOR A PERIOD OF TWELVE MONTHS** is legally sufficient for placement in NOVUS Agenda.

Sondra Moncure 7/20/26

Sondra Moncure, *Special Assistant* **Date**

Carrie Johnson, *Senior Deputy City Attorney* C.J.

AngelTrax®

High-Definition Mobile Video Surveillance Solutions

Friday, June 26, 2026

Marilyn Guice

City of Jackson
200 South President Street
Jackson, MS 39205

Dear Marilyn Guice:

Thank you for allowing AngelTrax to customize a proposal to suit your mobile surveillance needs. We pride ourselves on our workmanship and the expertise put forth into our research, development and manufacturing process. At AngelTrax, we believe that surveillance, service and reliability matter.

Please see a summary of proposed AngelTrax equipment attached. Contact me at my cellular number or email below for answers to any questions you may have, or if you need immediate assistance and I am not available, please contact our AngelTrax corporate office at 1.800.673.1788.

Our business depends solely upon our loyal partners. Through you and companies like yours, we earn the satisfaction of producing and supporting some of the finest mobile surveillance equipment on the market today. AngelTrax is committed to ensuring that your experience with our products and our people exceeds your expectations. Once again, thank you for your consideration.

Best Regards,

Jessica Garrick

Jessica Garrick
Southeastern Sales Executive
jessica.garrick@angeltrax.com
334.714.1672
334.692.4606 (F)

GSA Advantage!®

Search "AngelTrax" on **www.gsaadvantage.gov** to see our products available for direct purchase, without the bidding process.

QUOTE #: ATXQ64316-02

ISSUE DATE.: 06/26/2026

EXPIRY DATE.: 08/26/2026

PREPARED FOR:

BILLING DETAILS	SHIPPING DETAILS
City of Jackson Marilyn Guice 200 South President Street Jackson, MS 39205 USA 601-960-0864 mguice@jacksonms.gov	City of Jackson Marilyn Guice 200 South President Street Jackson, MS 39205 USA 601-960-0864 mguice@jacksonms.gov

PREPARED BY:

Jessica Garrick

Southeastern Sales Executive

119 South Woodburn Drive
Dothan, AL 36305
Cell: 334.714.1672

Corporate Office: 1.800.673.1788
jessica.garrick@angeltrax.com



QUOTED PRODUCTS

MODEL & DESCRIPTION	QTY	UNIT PRICE	TOTAL PRICE
GSA Contract Pricing Valid Through 07/31/29 (See contract line below)			
PRO8CMSLCFEE-3 Pro 8 Central Management System Annual Licensing Fee • Annual License Fee Per Year (51-100 Vehicles) • 1 YEAR CONTRACT	1	$2,000.00	$2,000.00
HOSTEDSERVER250-3 PRICING IS PER VEHICLE - QUANTITY MAY BE ADJUSTED - Hosted Server - 51-100 vehicles with 250GB storage space per server Remote storage of audio, video and data secured on a hosted server at the AngelTrax Data Center in Dothan, AL, and managed by AngelTrax, not a third party cloud service Remote storage protection with the following security features: • 256-bit encryption • ISP line with a minimum of 1GB • Redundancy on all equipment, including firewalls, switches and servers • Triple redundancy on all storage, including on site and off site backups • Server facility secured with two-factor authentication for restricted access by only authorized personnel of storage provider • Data segregation to restrict each client's audio, video and data from being accessed by any other client • Requires AngelTrax recording system and PRO8CMS in addition to Wi-Fi or cellular to communicate to the hosted server • Annual Fee Per Vehicle • 1 Year Contract	56	$60.00	$3,360.00
MotoTrax-CD PRICING IS PER VEHICLE - QUANTITY MAY BE ADJUSTED - MAY BE ADJUSTED - MotoTrax Online Surveillance Management Software • Data Plan Provided by Customer • Annual Charge per Vehicle • 1 Year Contract	56	$240.00	$13,440.00

QUOTED PRODUCTS			
MODEL & DESCRIPTION	QTY	UNIT PRICE	TOTAL PRICE
PMCONTRACT PRICING IS PER VEHICLE - QUANTITY MAY BE ADJUSTED - Preventative maintenance of AngelTrax systems and components. Includes parts and labor for a one-time Fleet Assessment by one or more engineers to update units and repair/replace worn warrantied parts at the same time and location. This quote does not include the cost of non-warranty parts or un-installing/re-installing complete systems.	56	$193.00	$10,808.00
GSA-CONTRACT GSA Contract GS-07F-0447V Effective Dates: 08/01/23 - 07/31/29	1	$0.00	$0.00
		TOTAL	**$29,608.00**

QUOTED PRODUCTS - OPTIONAL ITEMS	NOTE: OPTIONAL ITEMS BELOW ARE NOT INCLUDED IN TOTAL PRICING ABOVE.		
MODEL & DESCRIPTION	QTY	UNIT PRICE	TOTAL PRICE

Signed and endorsed by: _____

Printed Name _____

CORPORATE & FREIGHT POLICIES

The information in this document is to be held confidential by the receiving party. Disclosure of this information is permitted only to persons with the need to know the information for the intended purpose of this document, for the sole and exclusive benefit of the disclosing party. Specifications and prices are subject to change without notice. Please allow three to four weeks for delivery on special order items. Net 30 days from date of invoice to approved accounts. A handling fee is charged for customers who request third party billing freight. Items will be shipped UPS or FedEx, ground delivery, unless otherwise requested. No returns will be accepted after 30 days from invoice date. A 15% restocking fee will be added to all returned items. All items returned will be subject to inspection by IVS, Inc. Items deemed used or "B" goods will be returned to customer freight collect.

This price quote is good for 90 days or for the agreed upon contract date; after which, products and pricing are subject to change.

The customer will be responsible for all applicable taxes.

Warranty Notice: Technical support, warranty parts and services are contingent on your account being current and up to date.

License Notice: All AngelTrax and VizuCop software is used by license agreement only and is not for sale.

TITLE & OWNERSHIP POLICY

"Title/Ownership" of any item described in the quote or invoice does not pass to purchaser until such time as the invoice is paid in full. Seller has no duty to provide back office software support, warranty support or any monitoring for any item described in the unpaid invoice. Seller has the right to immediate possession of all items not paid for. Purchaser agrees to deliver to seller each item described in the invoice upon demand of seller at purchaser's expense. Delivery of the product described in the invoice shall not in any way terminate purchaser's obligation to pay for products ordered by purchaser and delivered to purchaser by seller. By accepting the product described on the invoice, buyer agrees that, should civil litigation arise due to non-payment, buyer expressly consents to jurisdiction in the State of Alabama and venue in Houston County, Alabama.

BID TERMS & CONDITIONS

If this quote is for a bid, the terms and conditions of the bid shall take the place of any applicable terms, conditions and disclaimers included in this quote.

CAUTION: IF INSTALLATION IS DELAYED DUE TO VEHICLES NOT AVAILABLE ACCORDING TO INSTALLATION DEPLOYMENT PROFILE, THE CUSTOMER WILL BE CHARGED FOR AN ADDITIONAL SITE VISIT TO INSTALL REMAINING EQUIPMENT.

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ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONSTRUCTION ENGINEERING AND INSPECTION SERVICES AGREEMENT WITH MYRIAD ENGINEERING SOLUTIONS, LLC FOR THE SHAW ROAD BRIDGE REHABILITATION PROJECT

WHEREAS, the City of Jackson is awarding a construction contract for the Shaw Road Bridge Rehabilitation Project and is in need of construction engineering and inspection services; and

WHEREAS, the City of Jackson ("OWNER") previously retained Myriad Engineering Solutions, LLC ("CONSULTANT") to provide engineering design and bidding phase services for the Shaw Road Bridge Rehabilitation Project; and

WHEREAS, the Department of Public Works, Engineering Division, is recommending that the City retain Myriad Engineering Solutions, LLC to provide the needed construction engineering and inspection services due to its familiarity with the project design; and

WHEREAS, Myriad Engineering Solutions, LLC has provided a total cost estimate of $74,762.84, which includes all labor costs and direct costs to provide construction engineering and inspection services for the project; and

WHEREAS, the form of the Construction Engineering and Inspection Services Agreement will be the Mississippi Department of Transportation Local Public Agency Program, Construction Engineering and Inspection Contract Boilerplate form agreement; and

WHEREAS, the contract provides the following with respect to the term of the contract and funding availability:

> This CONTRACT shall commence upon the latest date of execution below and continue until such time as the above-named project is successfully completed to the satisfaction of the OWNER at which time this CONTRACT shall absolutely and finally terminate.
>
> > The CONSULTANT may not begin working on any feature of this PROJECT prior to receiving a Notice to Proceed from the OWNER. The services of the CONSULTANT are expected to be needed and completed in an expedient manner. It is understood that construction progress of force account work by the OWNER and/or contractor's work shall influence the time period for the CONSULTANT's services. Therefore, it is necessary that construction be completed in accordance with the original time limit set forth in the original construction schedule. The estimated fees in the Cost/Fee breakdown are based on the initial construction time estimate as included in the Contract Documents. If the construction time extends beyond the contract time, through no fault of the CONSULTANT, the OWNER agrees to pay the CONSULTANT for the construction Engineering services to complete the project.
>
> During the term of this CONTRACT, the OWNER reserves the right to terminate this CONTRACT, upon seven (7) days written notice to the

Agenda Item # 37
July 28, 2026
(Anderson, Horhn)

CONSULTANT, notwithstanding any just claims by the CONSULTANT for payment of SERVICES rendered prior to the date of termination. The OWNER shall be liable only for the costs, fees and expenses for demobilization and close out of contract, based on actual time and expenses incurred by CONSULTANT in the packaging and shipment of all documents covered by this CONTRACT to the OWNER. In no event shall the OWNER be liable for lost profits or other consequential damages. and

It is expressly understood and agreed that the obligation of the OWNER to proceed under this CONTRACT is conditioned upon the availability of funds. If, at any time, the funds anticipated for the fulfillment of this CONTRACT are not forthcoming or are insufficient through the failure of the OWNER's governing authorities to budget funds, the OWNER shall have the right, upon written notice to the CONSULTANT, to immediately terminate or stop work on this CONTRACT without damage, penalty, cost, or expense to the OWNER of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination;

and

WHEREAS, any dispute between the OWNER and the CONSULTANT shall be resolved as follows:

This CONTRACT shall be deemed to have been executed in Hinds County, Mississippi, and all questions including, but not limited to, questions of interpretation, construction and performance shall be governed by the laws of the State of Mississippi, excluding its conflicts of laws provisions, and any litigation with respect to this CONTRACT shall be brought in a court of competent jurisdiction in Hinds County, State of Mississippi. The CONSULTANT expressly agrees that under no circumstances shall the OWNER be obligated to or responsible for payment of an attorney's fee for the cost of legal action to or on behalf of the CONSULTANT;

and

WHEREAS, the representatives for the parties to the agreement to receive notice are as follows:

LPA:

For Contractual Matters:
Hon. John Horhn, Mayor

City of Jackson
219 South President Street
Jackson, MS 39201
Phone: 601-960-1086
jhorhn@jacksonms.gov

For Technical Matters:
Lorenzo Anderson, P.E.
Director
City of Jackson
200 South President Street
Jackson, MS 39201
Phone: 601-960-2091
landerson@city.jackson.ms.us

CONSULTANT:

For Contractual Matters:
Stephanie S. Vivians
Myriad Engineering Solutions, LLC
4780 I-55 North, Suite 100
Jackson, MS 39211
Phone: 601-207-1560
Fax: 769-230-3586
svivians@myriadengrsolns.com
Licensure Number
from the Mississippi
Board of Licensure
for Professional
Engineers/Architects and Surveyors:

P.E. # 18336

For Technical Matters:
Stephanie S. Vivians
Myriad Engineering Solutions, LLC
4780 I-55 North, Suite 100
Jackson, MS 39211
Phone: 601-207-1560
Fax:769-230-3586
svivians@myriadengrsolns.com
Licensure Number
from the Mississippi
Board of Licensure
for Professional
Engineers/Architects and Surveyors:

P.E.# 18336 ;

and

WHEREAS, the scope of work is as follows:

CONSTRUCTION ENGINEERING SERVICES:

Construction Engineering services shall consist of all Engineering work, respectively, involved from the contract stage, beginning the date of concurrence in award of the construction contract, through the preparation and submission of the final estimate and supporting documents to the OWNER, and shall include the following:

A. Setting of all stakes to control the work unless otherwise performed by the contractor as dictated by the construction plans, and the resident Project Representative and other controls to ensure that work is performed in accordance with the plans and specifications. All materials to be used in the construction of this project shall be tested and certified by the CONSULTANT.

B. The CONSULTANT shall promptly prepare, verify and recommend payment of all eligible Contractor's estimates: he/she shall maintain a project daily diary as the official project record for each project, showing the Contractor's daily operation; and The Engineer daily activities by names, function performed and hours worked. He shall check and verify the quantities of all materials incorporated in the project; and shall make prompt preparation and submission of the final estimate and supporting documents to the OWNER for approval and payment. He/She shall likewise make such records available at all reasonable times during the contract period. These records, documents, and data shall be available for inspection by the OWNER, and copies thereof shall be furnished if requested.

C. Subsurface Conditions and Utilities. OWNER recognizes that a comprehensive sampling and testing program implemented by trained and experienced personnel of CONSULTANT or CONSULTANT's subconsultants with appropriate equipment may fail to detect certain hidden conditions. OWNER

also recognizes that actual environmental, geological and geotechnical conditions that CONSULTANT properly inferred to exist between sampling points may differ significantly from those that actually exist.

CONSULTANT will locate utilities which will affect the project from information provided by the OWNER and utility companies and from CONSULTANT's surveys. In that these utility locations are based, at least in part, on information from others, CONSULTANT cannot and does not warrant their completeness and accuracy.

D. The duties, responsibilities, and limitations of authority of the resident Project Representative are listed in this scope of work.

A LISTING OF THE DUTIES, RESPONSIBILITIES AND LIMITATIONS OF AUTHORITY OF THE RESIDENT PROJECT REPRESENTATIVE.

The CONSULTANT shall furnish a resident Project Representative, assistants and other field staff to inspect the performance of the Work of the CONTRACTOR. Through more extensive on-site inspections of the Work-in-progress and field checks of materials and equipment by the resident Project Representative and assistants, the CONSULTANT shall endeavor to provide further protection for the OWNER against defects and deficiencies in the Work; but, the furnishing of such services will not make the CONSULTANT responsible for or guarantee the CONTRACTOR'S performance. The duties and responsibilities of the resident Project Representative are limited to this agreement with the OWNER and in the construction Contract Documents, and are further limited and described as follows:

I. General:

The resident Project Representative dealings in matters pertaining to the on-site work shall in general be with the CONTRACTOR, keeping the OWNER advised as necessary. The resident Project Representative dealing with subcontractors shall only be through or with the full knowledge and approval of the CONTRACTOR. The resident Project Representative shall generally communicate with the OWNER.

II. Duties and Responsibilities of the resident Project Representative:

A. Schedules:

Review the progress schedule of Shop Drawing submittals and schedule of values prepared by the CONTRACTOR and consult with the OWNER concerning acceptability.

B. Conferences and Meetings:

Attend meetings with the CONTRACTOR, such as preconstruction conferences, progress meetings, job conferences and other project-related meetings, and prepare and circulate copies of minutes thereof.

C. Liaison:

a. Work principally through the CONTRACTOR'S superintendent and assist in understanding the intent of the Contract Documents; and serve as the OWNER'S liaison with the CONTRACTOR when the CONTRACTOR's operations affect the OWNER's on-site operations.

b. Assist in obtaining from the OWNER additional details or information, when required for Proper execution of the Work.

D. Shop Drawings and Samples:

a. Record the date of receipt of Shop Drawings and samples.

b. Take samples and receive samples which are furnished at the site by the CONTRACTOR and notify the OWNER of the availability of samples for examination.

c. Advise the OWNER and the CONTRACTOR of the commencement of any Work requiring a Shop Drawing or sample if the submittal has not been approved by the CONSULTANT.

E. Review of Work, Rejection of Defective Work, Inspections and Tests:

a. Conduct on-site observations of the Work in progress to determine if the Work is in general proceeding in accordance with the Contract Documents.

b. Report to the OWNER any Work that is believed to be unsatisfactory, faulty or defective or does not conform to the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise the OWNER of Work that should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.

c. Verify that tests, equipment and systems startups and operating and maintenance training are conducted in the presence of appropriate personnel, and that the CONTRACTOR maintains adequate records thereof-, and observe, record and report to the OWNER appropriate details relative to the test procedures and startups.

d. Accompany visiting inspectors representing the public or other agencies having jurisdiction over the Project, record the results of these inspections and report to the OWNER.

F. Interpretation of Contract Documents:

Report to the OWNER when clarifications and interpretation of the Contract Documents are needed and transmit to the CONTRACTOR clarifications and interpretations as issued by the OWNER.

G. Modifications:

Consider and evaluate the CONTRACTOR'S suggestions for modifications in Drawings or Specifications and report to the OWNER. Transmit to the CONTRACTOR decisions as issued by the OWNER.

H. Records:

a. Maintain at the job site orderly files for correspondence, reports of job conferences, Shop Drawings and samples, reproductions of original Contract Documents including all Work Directive Changes, Addenda, Change Orders, Field Orders, additional Drawings issued after the execution of the Contract, clarification and interpretations of the Contract Documents, progress reports, and other Project related documents.

b. Keep a diary signed daily, recording the CONTRACTOR hours on the job site, weather conditions, data relative to questions of Work Directive Changes, Change Orders or changed conditions, list of job site visitors, daily activities of the prime contractors and all subcontractors, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to the OWNER.

c. Record names, addresses and telephone numbers of all CONTRACTORS, subcontractors and major suppliers of materials and equipment.

I. Reports:

a. Furnish the OWNER periodic reports as required of progress of the Work and of the CONTRACTOR'S compliance with the progress schedule and schedule of Shop Drawing and sample submittals.

b. Consult with the OWNER in advance of scheduled major tests, inspections or the start of important phases of the Work.

c. Draft proposed Supplemental Agreements, Quantity Adjustments and Work Directive Changes, obtaining backup material from the CONTRACTOR; and recommend Supplemental Agreements, Quantity Adjustments, Work Directive Changes, and Field Orders to the OWNER.

d. Report immediately to the OWNER upon the occurrence of any accident.

J. Payment Requests:

a. Review applications for payment with the CONTRACTOR for compliance with the established procedure for their submission and forward to the OWNER, noting particularly the relationship of the payment requested to the schedule of values and Work completed and materials and equipment delivered to the site but not incorporated in the Work.

K. Certificates, Maintenance and Operation Manuals:

During the Work verify that certificates, maintenance and operations manuals and other data required to be assembled and furnished by the CONTRACTOR are applicable to the items installed and in accordance with the Contract Documents, and have this material delivered to the OWNER prior to final payment for the Work.

L. Completion:

a. Before issuing a Certificate of Substantial Completion, submit a list of observed items requiring completion or correction to the Contractor.

b. Conduct a final inspection in the company of the OWNER, the CONTRACTOR, and prepare a final list of items to be completed or corrected.

c. Observe that all items on the final list have been completed or corrected and make recommendations to the OWNER concerning acceptance.

III. Limitations of Authority

The resident Project Representative:

A. Shall not authorize any deviation from the Contract Documents or substitution of materials or equipment, unless authorized by the OWNER.

B. Shall not exceed the limitations of the OWNER'S authority as set forth in the Contract Documents.

C. Shall not undertake any of the responsibilities of the CONTRACTOR, subcontractors or the CONTRACTOR's superintendent.

D. Shall not advise on, issue directions relative to, or assume control over any aspect of the means, method, techniques, sequences or procedures of construction unless such advice or directions are specifically required by the Contract Documents.

E. Shall not accept Shop Drawings or sample submittals from anyone other than the Contractor.

F. Shall not authorize the OWNER to occupy the Project in whole or in part.

G. Shall not participate in specialized field or laboratory tests or inspections conducted by others except as specifically authorized by OWNER;

and

WHEREAS, the summary of fees and expenses is as follows:

Fee and Expense Summary

Labor Cost	Direct Cost	Subconsultant	Total
72,452.84	2,310.00	0.00	74,762.84

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute a construction engineering and inspection services agreement with Myriad Engineering Solutions, LLC on the Mississippi Department of Transportation, LPA Program Construction Engineering and Inspection Contract Boilerplate form agreement for the Shaw Road Bridge Rehabilitation Project, for a total not to exceed amount of $74,762.84.

Office of the City Attorney

401 E. Capitol Street, Ste 300
Post Office Box 2779
Jackson, Mississippi 39205-2779
Telephone: (601) 960-1799
Facsimile: (601) 960-1756

OFFICE OF THE CITY ATTORNEY
7/22/26

OFFICE OF THE CITY ATTORNEY

This **ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONSTRUCTION ENGINEERING AND INSPECTION SERVICES AGREEMENT WITH MYRIAD ENGINEERING SOLUTIONS, LLC FOR THE SHAW ROAD BRIDGE REHABILITATION PROJECT** is legally sufficient for placement in NOVUS Agenda.

Sondra O. Moncure
SONDRA MONCURE, *Special Assistant*

7/22/26
DATE

Terry Williamson, *Legal Counsel*

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET July 21, 2026

DATE

	POINTS	COMMENTS
1.	**Brief Description/Purpose**	**ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONSTRUCTION ENGINEERING AND INSPECTION SERVICES AGREEMENT WITH MYRIAD ENGINEERING SOLUTIONS, LLC FOR THE SHAW ROAD BRIDGE REHABILITATION PROJECT**
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 and Transportation 7. Quality of Life
3.	**Who will be affected**	Persons traveling Shaw Road
4.	**Benefits**	Will reopen Shaw Road for its entire length and eliminate the need to detour.
5.	**Schedule (beginning date)**	Work will begin upon issuance of the notice to proceed for construction
6.	**Location:** ▪ **WARD** ▪ **CITYWIDE (yes or no) (area)** ▪ **Project limits if applicable**	Ward 4
7.	**Action implemented by:** ▪ **City Department** ☐ ▪ **Consultant** ☐ ▪	Department of Public Works, Engineering Division
8.	**COST**	The total not to exceed amount of the agreement is $74,762.84
9.	**Source of Funding** ▪ **General Fund** ☐ ▪ **Grant** ☐ ▪ **Bond** ■ ▪ **Other** ☐	Infrastructure Modernization Tax Fund Bond

Revised 2-04

City of Jackson
Department of Public Works

To: Hon. John Horhn, Mayor

From: Lorenzo Anderson, P.E., Director
Department of Public Works

Council Agenda Item Briefing Memo

Agenda Item:	**ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONSTRUCTION ENGINEERING AND INSPECTION SERVICES AGREEMENT WITH MYRIAD ENGINEERING SOLUTIONS, LLC FOR THE SHAW ROAD BRIDGE REHABILITATION PROJECT**
Item #:	
Council Meeting:	Regular Council Meeting, July 28, 2026
Purpose:	To authorize a Construction Engineering and Inspection Services Agreement for the Shaw Road Bridge Rehabilitation Project
Cost:	The total not to exceed amount of the agreement is $74,762.84
Project/Contract Type:	CE&I Agreement
Schedule/Time:	Beginning when the Notice to Proceed is issued for the construction project
DPW Manager:	Henry Chia

Background: The Shaw Road Bridge Rehabilitation Project is anticipated to be ready to proceed to construction soon. The Construction Engineering & Inspection agreement is essential to the proper construction of the Shaw Road Bridge. Myriad Engineering Solutions, LLC is being recommended to provide CE&I services for this project because it provided the design and bid phase engineering services. This means that Myriad Engineering Solutions, LLC is already familiar with the design of the project, which can help avoid unanticipated construction costs.

Please let me know if you have any questions.

CONSTRUCTION *ENGINEERING* & INSPECTION SERVICES CONTRACT

City of Jackson- Shaw Road Bridge Rehabilitation
Project No. 24Bxxx.xxx
Hinds County

THIS CONTRACT, is made and entered into by and between the *City of Jackson* , a body Politic of the State of Mississippi (the "OWNER"), and, *Myriad Engineering Solutions, LLC* (the "CONSULTANT"), a *LLC*, duly registered to do business in the State of Mississippi, whose address for mailing is *4780 I-55 North, Suite 100, Jackson, MS 39211*, effective as of the date of latest execution below.

WITNESSETH:

WHEREAS, the OWNER proposes to perform the construction *Engineering* services for *City of Jackson - Shaw Road Bridge Rehabilitation* , hereinafter called the "PROJECT"; and,

WHEREAS, the OWNER desires to engage a qualified and experienced CONSULTANT to perform *Engineering* services in connection with the PROJECT, all of which are hereinafter called the "SERVICES"; and,

WHEREAS, the CONSULTANT has represented to the OWNER that it is experienced and qualified to provide those services, and the OWNER has relied upon such representation; and;

WHEREAS, the CONSULTANT herein was chosen for their expertise in performing the services in connection with the PROJECT and found satisfactory by the OWNER; which is now desirous of entering into a contract; and

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein and for other good and valuable considerations flowing unto the parties, the receipt and sufficiency of which is hereby acknowledged, the OWNER and the CONSULTANT do hereby contract and agree as follows:

ARTICLE I. GENERAL RECITALS

CONSULTANT shall, for the agreed fees, furnish all *Engineering* services and materials required to perform the tasks described in the Scope of Work for the proposed transportation project. In so doing, CONSULTANT shall meet the current industry standards (OWNER standards specified in Exhibit 1) as to general format and content and in addition thereto, any special requirements of the OWNER.

THE OWNER, in support of the CONSULTANT, will provide the CONSULTANT with a Scope of Work shown in "Exhibit 1" hereto and any other data which may be of assistance to CONSULTANT and within the possession and control of the OWNER.

Manuals, guides, and specifications applicable to this CONTRACT shall be those approved and/or adopted by the Owner and/or the Mississippi State Aid Road Construction and in effect on the effective date of this CONTRACT, unless otherwise specified in this Contract.

ARTICLE II. SCOPE OF WORK

The CONSULTANT shall conduct the SERVICES in accordance with the Scope of Work attached to this CONTRACT as "Exhibit 1" and made a part hereof as if fully set forth herein. The performance of the

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SERVICES referred to in "Exhibit 1" shall be the primary basis for measurement of performance under this CONTRACT. The OWNER specifically reserves the right and privilege to enlarge or reduce the scope; or to cancel this CONTRACT at any time.

ARTICLE III. CONTRACT TERM

This CONTRACT shall commence upon the latest date of execution below and continue until such time as the above-named project is successfully completed to the satisfaction of the OWNER at which time this CONTRACT shall absolutely and finally terminate.

The CONSULTANT may not begin working on any feature of this PROJECT prior to receiving a Notice to Proceed from the OWNER. The services of the CONSULTANT are expected to be needed and completed in an expedient manner. It is understood that construction progress of force account work by the OWNER and/or contractor's work shall influence the time period for the CONSULTANT's services. Therefore, it is necessary that construction be completed in accordance with the original time limit set forth in the original construction schedule. The estimated fees in the Cost/Fee breakdown are based on the initial construction time estimate as included in the Contract Documents. If the construction time extends beyond the contract time, through no fault of the CONSULTANT, the OWNER agrees to pay the CONSULTANT for the construction *Engineering* services to complete the project

During the term of this CONTRACT, the OWNER reserves the right to terminate this CONTRACT, upon seven (7) days written notice to the CONSULTANT, notwithstanding any just claims by the CONSULTANT for payment of SERVICES rendered prior to the date of termination. The OWNER shall be liable only for the costs, fees and expenses for demobilization and close out of contract, based on actual time and expenses incurred by CONSULTANT in the packaging and shipment of all documents covered by this CONTRACT to the OWNER. In no event shall the OWNER be liable for lost profits or other consequential damages.

ARTICLE IV. RELATIONSHIP OF THE PARTIES

The relationship of the CONSULTANT to the OWNER is that of an independent contractor, and said CONSULTANT, in accordance with its status as an independent contractor, covenants and agrees that it will conduct itself consistent with such status, that it will neither hold itself out as, nor claim to be, an officer or employee of the OWNER by reason hereof. The CONSULTANT will not by reason hereof make any claim, demand or application or for any right or privilege applicable to an officer or employee of the OWNER, including but not limited to workers' compensation coverage, unemployment insurance benefits, social security coverage, retirement membership or credit, or any form of tax withholding whatsoever.

All notices, communications, and correspondence between the OWNER and the CONSULTANT shall be directed to the key personnel and agents designated in this contract.

ARTICLE V. COMPENSATION, BILLING & AUDIT

A. Cost and Fees

The CONSULTANT shall be paid on the basis set forth in "Exhibit 2" to this CONTRACT. Under no circumstances shall the OWNER be liable for any amounts, including any costs, which exceed the maximum dollar amount of compensation that is specified in and set forth in "Exhibit 2".

B. Monthly Billing

The CONSULTANT must submit monthly billing to the OWNER. All billing must be submitted in accordance with the City of Jackson's Consultant Operating Procedures.

ARTICLE VI. FINAL PAYMENT

The CONSULTANT agrees that acceptance of the final payment shall be in full and final settlement of all claims arising against the OWNER for work done, documents furnished, cost incurred, or otherwise arising

out of this CONTRACT and shall release the OWNER from any and all further claims of whatever nature, whether known or unknown, for and on account of said CONTRACT, including payment for any and all work done, and labor and material furnished in connection with the same. Errors and/or omissions discovered after the acceptance by the OWNER of the final contract documents shall be corrected by the CONSULTANT without additional compensation.

ARTICLE VII. RESPONSIBILITIES FOR CLAIMS AND LIABILITY

The CONSULTANT shall indemnify, defend and hold harmless the OWNER and all its officers, agents and employees from any claim, loss, damage, cost, charge or expense arising out of any negligent act, actions, neglect or omission by the CONSULTANT, its agents, employees, or subconsultants during the performance of this CONTRACT, whether direct or indirect, and whether to any person or property for which OWNER or said parties may be subject, except that neither the CONSULTANT nor any of his agents or subconsultants will be liable under this provision for damages arising out of the injury or damage to persons or property solely caused or resulting from the negligence of the OWNER or any of its officers, agents or employees.

The CONSULTANT'S obligations under this Article, including the obligations to indemnify, defend, hold harmless, pay reasonable attorney fees or, at the OWNER'S option, participate and associate with the OWNER in the defense and trial or arbitration of any damage claim, lien or suit and any related settlement negotiations, shall be initiated by the OWNER'S notice of claim for indemnification to the CONSULTANT. Only an adjudication or judgment after the highest appeal is exhausted, specifically finding the OWNER entirely responsible shall excuse performance of this provision by the CONSULTANT. In such case, the OWNER shall pay all costs and fees related to this obligation and its enforcement. Should there be a finding of dual or multiple liability, costs and fees shall be apportioned accordingly.

In conjunction herewith, the OWNER agrees to notify CONSULTANT in writing as soon as practicable after receipt or notice of any claim involving CONSULTANT. These indemnities shall not be limited by reason of the listing of any insurance coverage below.

ARTICLE VIII. INSURANCE

Prior to beginning any work under this CONTRACT, the CONSULTANT shall obtain and furnish proof of insurance through Certificates of Insurance and, at the OWNER's request, copies of insurance policies of the following:

A. Workers' Compensation Insurance in accordance with the laws of the State of Mississippi.

B. Commercial General Liability Insurance with a minimum combined limit of not less than One Million Dollars ($1,000,000.00) for each occurrence.

C. Errors and Omissions (Professional Liability) Insurance in an amount not less than One Million Dollars ($1,000,000.00) per claim; One Million Dollars ($1,000,000.00) annual aggregate.

D. Comprehensive Automobile Liability Insurance, in an amount not less than One Million Dollars ($1,000,000.00) per occurrence.

The OWNER shall be listed as a certificate holder of insurance on any of the insurance required under this CONTRACT.

In the event that the CONSULTANT retains any subconsultant or other personnel to perform SERVICES or carry out any activities under or incident to work on any project or phase of this CONTRACT, the CONSULTANT agrees to obtain from said subconsultant or other personnel, certificates of insurance

demonstrating that said subconsultant or other personnel shall have sufficient coverage, or the CONSULTANT agrees to include said subconsultant or other personnel within the CONSULTANT'S coverage for the duration of this PROJECT or phase for which said subconsultant or other personnel is employed.

The Insurance coverage recited above shall be maintained in full force and effect by the CONSULTANT during the entire term of the CONTRACT. The OWNER shall be notified of cancellation of any of the required insurance by the CONSULTANT and by the insurance company issuing any such cancellation of the required policies. Should the CONSULTANT cease to carry the errors and/or omissions coverage listed above for any reason, it shall obtain "tail" or extended reporting period coverage at the same limits for a period of not less than three (3) years subsequent to policy termination or contract termination, whichever is longer.

All insurance carriers shall be licensed and in good standing with the Office of the Insurance Commissioner of the State of Mississippi.

A certificate of insurance acceptable to the OWNER shall be issued to the OWNER by the CONSULTANT prior to beginning any work under this CONTRACT and thereafter on an annual basis for the duration of this CONTRACT as evidence that policies providing the required insurance are in full force and effect. All policies of required insurance shall give thirty days written notice to the OWNER before the effective date of cancellation or reduction in limits of any required insurance.

The CONSULTANT will furnish certified copies, upon request, of any or all of the policies and/or endorsements to the OWNER prior to the execution of this CONTRACT and thereafter on an annual basis for the duration of this CONTRACT.

The CONSULTANT shall provide the OWNER any and all documentation necessary to prove compliance with the insurance requirements of this CONTRACT as such documentation is requested, from time to time, by the OWNER.

If the CONSULTANT fails to procure or maintain required insurance, the OWNER may immediately elect to terminate this CONTRACT or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, and all monies so paid by the OWNER shall be repaid by the CONSULTANT to the OWNER upon demand, or the OWNER may offset the cost of the premiums against any monies due to the CONSULTANT from the OWNER.

ARTICLE IX. EMPLOYMENT OF OWNER'S PERSONNEL

The CONSULTANT shall not employ any person or persons in the employ of the OWNER for any work required by the terms of this CONTRACT, without the written permission of the OWNER, except as may otherwise be provided for herein.

ARTICLE X. MODIFICATION

If, prior to the satisfactory completion of the SERVICES under this CONTRACT, the OWNER materially alters the scope, character, complexity or duration of the SERVICES from those required under this CONTRACT, a supplemental agreement may be executed between the parties. Also, a supplemental agreement may be executed between the parties in the event that both parties agree the CONSULTANT's compensation should be increased due to an unanticipated increase in the nature, scope or amount of work necessary to properly provide the SERVICES required on any particular phase or project begun hereunder.

Oral agreements or conversations with the OWNER or any individual member of the OWNER, either before or after execution of this CONTRACT, shall not affect or modify any of the terms or obligations

contained in this CONTRACT. All modifications to this CONTRACT, amendments or addenda thereto must be submitted in writing and signed by the parties thereto before any work is commenced.

The CONSULTANT may not begin work on any modifications, amendments, or addenda prior to receiving a Notice to Proceed.

Minor changes in the proposal which do not involve changes in the contract maximum not to exceed the amount, extensions of time or changes in the goals and objectives of the CONTRACT may be made by written notification of such change by either the OWNER or the CONSULTANT to the other party and shall become effective upon written acceptance thereof (i.e. letter agreement).

ARTICLE XI. PUBLICATION AND PUBLICITY

The CONSULTANT agrees that it shall not for any reason whatsoever communicate to any third party in any manner whatsoever concerning any of its CONTRACT work product, its conduct under the CONTRACT, the results or data gathered or processed under this CONTRACT, which includes, but is not limited to, reports, computer information and access, drawings, studies, notes, maps and other data prepared by and for the CONSULTANT under the terms of this CONTRACT, without prior written approval from the OWNER, unless such release or disclosure is required by judicial proceeding. The CONSULTANT agrees that it shall immediately refer any third party who requests such information to the OWNER and shall also report to the OWNER any such third party inquiry This Article shall not apply to information in whatever form that comes into the public domain, nor shall it restrict the CONSULTANT from giving notices required by law or complying with an order to provide information or data when such order is issued by a court, administrative agency or other authority with proper jurisdiction, or if it is reasonably necessary for the CONSULTANT to defend itself from any suit or claim.

IT IS FURTHER AGREED, that all approved releases of information, findings, and recommendations shall include a disclaimer provision and that all published reports shall include that disclaimer on the cover and title page in the following form:

> *The opinions, findings, and conclusions in this publication are those of the author(s) and not necessarily those of the City of Jackson.*

ARTICLE XII. CONTRACT DISPUTES

This CONTRACT shall be deemed to have been executed in Hinds County, Mississippi, and all questions including, but not limited to, questions of interpretation, construction and performance shall be governed by the laws of the State of Mississippi, excluding its conflicts of laws provisions, and any litigation with respect to this CONTRACT shall be brought in a court of competent jurisdiction in Hinds County, State of Mississippi. The CONSULTANT expressly agrees that under no circumstances shall the OWNER be obligated to or responsible for payment of an attorney's fee for the cost of legal action to or on behalf of the CONSULTANT.

ARTICLE XIII. COMPLIANCE WITH APPLICABLE LAW

A. The undersigned certify that to the best of their knowledge and belief, the foregoing is in compliance with all applicable laws.

B. The CONSULTANT shall observe and comply with all applicable federal, state, and local laws, rules and regulations, policies and procedures, ordinances, and orders and decrees of bodies or tribunals of the United States of America or any agency thereof, the State of Mississippi or any agency thereof, and any local governments or political subdivisions, that are in effect at the time of the execution of this CONTRACT or that may later become effective.

C. The CONSULTANT shall not discriminate against any employee, nor shall any party be subject to discrimination in the performance of this CONTRACT because of race, creed, color, sex, national origin, age or disability.

D. It is agreed that the CONSULTANT will comply with the provisions set forth in Department of Transportation, 49 CFR, Section 18, Et Seq., regarding Uniform Administrative Requirements for Grants and Cooperative agreements in its administration of this CONTRACT or any subcontract resulting herefrom.

ARTICLE XIV. WAIVER

Failure of either party hereto to insist upon strict compliance with any of the terms, covenants, and conditions hereof shall not be deemed a waiver or relinquishment of any similar right or power hereunder at any subsequent time, or of any other provision hereof, nor shall it be construed to be a modification of the terms of this CONTRACT.

ARTICLE XV. SEVERABILITY

If any terms or provisions of this CONTRACT are prohibited by the laws of the State of Mississippi or declared invalid or void by a court of competent jurisdiction, the remainder of this CONTRACT shall not be affected thereby and each term and provision of this CONTRACT shall be valid and enforceable to the fullest extent permitted by law.

ARTICLE XVI. ENTIRE AGREEMENT

This CONTRACT constitutes the entire agreement of the parties with respect to the subject matter contained herein and supersedes and replaces any and all prior negotiations, understandings, and agreements, written or oral, between the parties relating thereto.

ARTICLE XVII. CONFLICT OF INTEREST

The CONSULTANT covenants that no public or private interests exist and none shall be acquired directly or indirectly, which would conflict in any manner with the performance of the CONSULTANT'S CONTRACT. The CONSULTANT further covenants that no employee of the CONSULTANT or of any subconsultant(s), regardless of his/her position, is to personally benefit directly or indirectly from the performance of the SERVICES or from any knowledge obtained during the CONSULTANT'S execution of this CONTRACT.

ARTICLE XVIII. STOP WORK ORDER

A. **Order to Stop Work.** The OWNER may, by written order to the CONSULTANT at any time, and without notice of any surety, require the CONSULTANT to stop all or any part of the work called for by this CONTRACT. This order shall be for a specified period not exceeding twenty-four (24) months after the order is delivered to the CONSULTANT unless the parties agree to any further period. Any such order shall be identified specifically as a stop work order issued pursuant to this clause. Upon receipt of such an order, the CONSULTANT shall forthwith comply with its terms and take all steps to minimize the occurrence of costs allocable to the work covered by the order during the period of work stoppage. Before the stop work order expires, or within any further period to which the parties shall have agreed, the OWNER shall either:

(1) cancel the stop work order; or

(2) terminate the work covered by such order according to and as provided in Article III of this CONTRACT.

Prior to the OWNER'S taking official action to stop work under this CONTRACT, the OWNER may notify the CONSULTANT, in writing, the OWNER's intentions to ask the CONSULTANT to stop work under this CONTRACT. Upon notice from the OWNER, the CONSULTANT shall suspend all activities under this CONTRACT, pending final action by the OWNER.

B. **Cancellation or Expiration of the Order.** If a stop work order issued under this clause is canceled at any time during the period specified in the order, or if the period of the order or any extension thereof expires, the CONSULTANT shall have the right to resume work. If the OWNER decides that it is justified, an appropriate adjustment may be made in the delivery schedule. If the stop work order results in an increase in the time required for or in the CONSULTANT'S cost properly allocable to the performance of any part of this CONTRACT and the CONSULTANT asserts a claim for such an adjustment within 30 days after the end of the period of work stoppage, an equitable adjustment in this CONTRACT may be made by written modification of this CONTRACT as provided by the terms of this CONTRACT.

C. **Termination of Stopped Work.** If a stop work order is not canceled and the work covered by such order is terminated, the CONSULTANT may be paid for services rendered prior to the Termination. In addition to payment for services rendered prior to the date of termination, the OWNER shall be liable only for the costs, fees, and expenses for demobilization and close out of this CONTRACT, based on actual time and expenses incurred by the CONSULTANT in the packaging and shipment of all documents covered by this CONTRACT to the OWNER. In no event shall the OWNER be liable for lost profits or other consequential damages.

OWNER:

For Contractual Matters:
Terry S. Williamson
City of Jackson
200 South President Street
Jackson, MS 39201
Phone: 601-960-1799
Fax: 601-960-1756
twilliamson@city.jackson.ms.us

For Technical Matters:
Henry Chui
City of Jackson
200 South President Street
Jackson, MS 39201
Phone: 601-960-1651
Fax: 601-960-1356
hchia@city.jackson.ms.us

CONSULTANT:

For Contractual Matters:
Stephanie S. Vivians
Myriad Engineering Solutions, LLC
4780 I-55 North, Suite 100
Jackson, MS 39211
Phone: 601-207-1560
Fax: 769-230-3586
svivians@myriadengrsolns.com

For Technical Matters:
Stephanie S. Vivians
Myriad Engineering Solutions, LLC
4780 I-55 North, Suite 100
Jackson, MS 39211
Phone: 601-207-1560
Fax:769-230-3586
svivians@myriadengrsolns.com

Licensure Number
from the Mississippi
Board of Licensure
for Professional
Engineers/Architect's and Surveyors:
P.E. # 18336

Licensure Number
from the Mississippi
Board of Licensure
for Professional
Engineers/Architect's and Surveyors:
P.E.# 18336

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ARTICLE XIX. AUTHORIZATION

Both parties hereto represent that they have authority to enter into this CONTRACT and that the individuals executing this CONTRACT are authorized to execute it and bind their respective parties.

WITNESS this my signature in execution hereof, this the _____ day of _____, 20__.

City of Jackson

_____

_____ *John Horhn, Mayor*

WITNESS this my signature in execution hereof, this the _____ day of _____, 20___.

Myriad Engineering Solutions, LLC

BY: _____

Stephanie Vivians

ATTEST: _____
(for CONSULTANT)

Exhibits attached hereto and incorporated by reference into this contract include those identified on the attached page entitled "List of Exhibits".

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LIST OF EXHIBITS

1. Scope of Work
2. Fees and Expenses.

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EXHIBIT 1

Scope of Work

CONSTRUCTION *ENGINEERING* SERVICES:
Construction *Engineering* services shall consist of all *Engineering* work, respectively involved from the contract stage, beginning the date of concurrence in award of the construction contract, through the preparation and submission of the final estimate and supporting documents to the OWNER, and shall include the following:

A. Setting of all stakes to control the work unless otherwise performed by the contractor as dictated by the construction plans, and the resident Project Representative and other controls to insure that work is performed in accordance with the plans and specifications. All materials to be used in the construction of this project shall be tested and certified by the CONSULTANT.

B. The CONSULTANT shall promptly prepare, verify and recommend payment of all eligible Contractor's estimates: he/she shall maintain a project daily diary as the official project record for each project, showing the Contractor's daily operation; and The *Engineer* daily activities by names, function performed and hours worked. He shall check and verify the quantities of all materials incorporated in the project; and shall make prompt preparation and submission of the final estimate and supporting documents to the OWNER for approval and payment. He/She shall likewise make such records available at all reasonable times during the contract period. These records, documents, and data shall be available for inspection by the OWNER, and copies thereof shall be furnished if requested.

C. **Subsurface Conditions and Utilities.** OWNER recognizes that a comprehensive sampling and testing program implemented by trained and experienced personnel of CONSULTANT or CONSULTANT's subconsultants with appropriate equipment may fail to detect certain hidden conditions. OWNER also recognizes that actual environmental, geological and geotechnical conditions that CONSULTANT properly inferred to exist between sampling points may differ significantly from those that actually exist.

CONSULTANT will locate utilities which will affect the project from information provided by the OWNER and utility companies and from CONSULTANT's surveys. In that these utility locations are based, at least in part, on information from others, CONSULTANT cannot and does not warrant their completeness and accuracy.

D. The duties, responsibilities, and limitations of authority of the resident Project **Representative** are listed in this scope of work.

A LISTING OF THE DUTIES, RESPONSIBILITIES AND LIMITATIONS OF AUTHORITY OF THE RESIDENT PROJECT *REPRESENTATIVE*.

The CONSULTANT shall furnish a resident Project Representative, assistants and other field staff to inspect the performance of the Work of the CONTRACTOR. Through more extensive on-site inspections of the Work-in-progress and field checks of materials and equipment by the resident Project *Representative* and assistants, the CONSULTANT shall endeavor to provide further protection for the OWNER against defects and deficiencies in the Work; but, the furnishing of such services will not make the CONSULTANT responsible for or guarantee the CONTRACTOR'S performance. The duties and

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responsibilities of the resident Project Representative are limited to this agreement with the OWNER and in the construction Contract Documents, and are further limited and described as follows:

I. General:

The resident Project Representative dealings in matters pertaining to the on-site work shall in general be with the CONTRACTOR, keeping the OWNER advised as necessary. The resident Project Representative dealing with subcontractors shall only be through or with the full knowledge and approval of the CONTRACTOR. The resident Project Representative shall generally communicate with the OWNER.

II. Duties and Responsibilities of the resident Project Representative:

A. Schedules:

Review the progress schedule of Shop Drawing submittals and schedule of values prepared by the CONTRACTOR and consult with the OWNER concerning acceptability.

B. Conferences and Meetings:

Attend meetings with the CONTRACTOR, such as preconstruction conferences, progress meetings, job conferences and other project-related meetings, and prepare and circulate copies of minutes thereof.

C. Liaison:

a. Work principally through the CONTRACTOR'S superintendent and assist in understanding the intent of the Contract Documents, and serve as the OWNER'S liaison with the CONTRACTOR when the CONTRACTOR's operations affect the OWNER's on-site operations.

b. Assist in obtaining from the OWNER additional details or information, when required for proper execution of the Work.

D. Shop Drawings and Samples:

a. Record the date of receipt of Shop Drawings and samples.

b. Take samples and receive samples which are furnished at the site by the CONTRACTOR and notify the OWNER of the availability of samples for examination.

c. Advise the OWNER, and the CONTRACTOR of the commencement of any Work requiring a Shop Drawing or sample if the submittal has not been approved by the CONSULTANT.

E. Review of Work, Rejection of Defective Work, Inspections and Tests:

a. Conduct on-site observations of the Work in progress to determine if the Work is in general proceeding in accordance with the Contract Documents.

b. Report to the OWNER any Work that is believed to be unsatisfactory, faulty or defective or does not conform to the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise the OWNER of Work that should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.

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c. Verify that tests, equipment and systems startups and operating and maintenance training are conducted in the presence of appropriate personnel, and that the CONTRACTOR maintains adequate records thereof-, and observe, record and report to the OWNER appropriate details relative to the test procedures and startups.

d. Accompany visiting inspectors representing the public or other agencies having jurisdiction over the Project, record the results of these inspections and report to the OWNER.

F. Interpretation of Contract Documents:

Report to the OWNER when clarifications and interpretation of the Contract Documents are needed and transmit to the CONTRACTOR clarifications and interpretations as issued by the OWNER.

G. Modifications:

Consider and evaluate the CONTRACTOR'S suggestions for modifications in Drawings or Specifications and report to the OWNER. Transmit to the CONTRACTOR decisions as issued by the OWNER.

H. Records:

a. Maintain at the job site orderly files for correspondence, reports of job conferences, Shop Drawings and samples, reproductions of original Contract Documents including all Work Directive Changes, Addenda, Change Orders, Field Orders, additional Drawings issued after the execution of the Contract, clarification and interpretations of the Contract Documents, progress reports, and other Project related documents.

b. Keep a diary signed daily, recording the CONTRACTOR hours on the job site, weather conditions, data relative to questions of Work Directive Changes, Change Orders or changed conditions, list of job site visitors, daily activities of the prime contractors and all subcontractors, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to the OWNER.

c. Record names, addresses and telephone numbers of all CONTRACTORS, subcontractors and major suppliers of materials and equipment.

I. Reports:

a. Furnish the OWNER periodic reports as required of progress of the Work and of the CONTRACTOR'S compliance with the progress schedule and schedule of Shop Drawing and sample submittals.

b. Consult with the OWNER in advance of scheduled major tests, inspections or the start of important phases of the Work.

c. Draft proposed Supplemental Agreements, Quantity Adjustments and Work Directive Changes, obtaining backup material from the CONTRACTOR; and recommend Supplemental Agreements, Quantity Adjustments, Work Directive Changes, and Field Orders to the OWNER.

d. Report immediately to the OWNER upon the occurrence of any accident.

J. Payment Requests:

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a. Review applications for payment with the CONTRACTOR for compliance with the established procedure for their submission and forward to the OWNER, noting particularly the relationship of the payment requested to the schedule of values and Work completed and materials and equipment delivered to the site but not incorporated in the Work.

K. Certificates, Maintenance and Operation Manuals:

During the Work verify that certificates, maintenance and operations manuals and other data required to be assembled and furnished by the CONTRACTOR are applicable to the items installed and in accordance with the Contract Documents, and have this material delivered to the OWNER prior to final payment for the Work.

L. Completion:

a. Before issuing a Certificate of Substantial Completion, submit a list of observed items requiring completion or correction to the Contractor.

b. Conduct a final inspection in the company of the OWNER, the CONTRACTOR, and prepare a final list of items to be completed or corrected.

c. Observe that all items on the final list have been completed or corrected and make recommendations to the OWNER concerning acceptance.

III. Limitations of Authority

The resident Project Representative:

A. Shall not authorize any deviation from the Contract Documents or substitution of materials or equipment unless authorized by the OWNER.

B. Shall not exceed the limitations of the OWNER'S authority as set forth in the Contract Documents.

C. Shall not undertake any of the responsibilities of the CONTRACTOR, subcontractors or the CONTRACTOR's superintendent.

D. Shall not advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of construction unless such advice or directions are specifically required by the Contract Documents.

E. Shall not accept Shop Drawings or sample submittals from anyone other than the Contractor.

F. Shall not authorize the OWNER to occupy the Project in whole or in part.

G. Shall not participate in specialized field or laboratory tests or inspections conducted by others except as specifically authorized by OWNER.

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EXHIBIT 2

FEES AND EXPENSES

The OWNER shall pay the CONSULTANT on a Labor-Hour/Unit Cost Basis, with an upset limit of $ 74,762.84 for the satisfactory completion of the Scope of Work set forth under "Exhibit 1", hereto, for all salaries, overhead, direct costs and the CONSULTANT'S fixed fees attributable to this CONTRACT.

Labor Hour / Unit-cost Rates:

Labor Hour as the term is used herein shall include all direct salaries, audited overhead rate, and profit. The audited overhead rate shall consist of fringe benefits and the general overhead. Unit-costs, as the term is used herein shall include all direct costs, profit, and any other associated costs for the project. Labor Hour / Unit-Costs are not subject to any adjustments on the basis of the CONSULTANT's cost experience in performing the PROJECT. The Labor Hour / Unit-costs shall not exceed the rates established in EXHIBIT 2 (found in Table 1: Rate Schedule for Labor Hours). Once the OWNER has approved and accepted the work of the CONSULTANT, the OWNER will pay the CONSULTANT any unpaid amounts of the PROJECT.

Under no circumstances shall the CONSULTANT alter the personnel, classifications, and rates listed in the Labor Rate Schedule without an approved Letter Agreement signed by both parties.

Table 1: Rate Schedule for Labor Hours

PERSONNEL NAME	LABOR CLASSIFICATION	Loaded Rate
Stephanie Sago Vivians	Project Manager/Project Engineer	211.28
	Graduate Engineer	93.78
	Inspector I	74.76
	Administrative Assistant	65.01

SCHEDULE OF MAXIMUM RATES, EXPENSES & FEES:

Contract Maximums:

Under no circumstances shall the amount payable by the OWNER for this CONTRACT exceed $ 74,762.84 (Total of all Charges) without the prior written consent of both parties

Fee and Expense Summary

Labor Cost	Direct Cost	Subconsultant	Total
72,452.84	2,310.00	0.00	74,762.84

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B. Conferences and Meetings:

Attend meetings with the CONTRACTOR, such as preconstruction conferences, progress meetings, job conferences and other project-related meetings, and prepare and circulate copies of minutes thereof.

C. Liaison:

a. Work principally through the CONTRACTOR'S superintendent and assist in understanding the intent of the Contract Documents; and serve as the OWNER'S liaison with the CONTRACTOR when the CONTRACTOR's operations affect the OWNER's on-site operations.

b. Assist in obtaining from the OWNER additional details or information, when required for Proper execution of the Work.

D. Shop Drawings and Samples:

a. Record the date of receipt of Shop Drawings and samples.

b. Take samples and receive samples which are furnished at the site by the CONTRACTOR and notify the OWNER of the availability of samples for examination.

c. Advise the OWNER and the CONTRACTOR of the commencement of any Work requiring a Shop Drawing or sample if the submittal has not been approved by the CONSULTANT.

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a. Conduct on-site observations of the Work in progress to determine if the Work is in general proceeding in accordance with the Contract Documents.

b. Report to the OWNER any Work that is believed to be unsatisfactory, faulty or defective or does not conform to the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise the OWNER of Work that should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.

c. Verify that tests, equipment and systems startups and operating and maintenance training are conducted in the presence of appropriate personnel, and that the CONTRACTOR maintains adequate records thereof-, and observe, record and report to the OWNER appropriate details relative to the test procedures and startups.

d. Accompany visiting inspectors representing the public or other agencies having jurisdiction over the Project, record the results of these inspections and report to the OWNER.

F. Interpretation of Contract Documents:

Report to the OWNER when clarifications and interpretation of the Contract Documents are needed and transmit to the CONTRACTOR clarifications and interpretations as issued by the OWNER.

G. Modifications:

Consider and evaluate the CONTRACTOR'S suggestions for modifications in Drawings or Specifications and report to the OWNER. Transmit to the CONTRACTOR decisions as issued by the OWNER.

H. Records:

a. Maintain at the job site orderly files for correspondence, reports of job conferences, Shop Drawings and samples, reproductions of original Contract Documents including all Work Directive Changes, Addenda, Change Orders, Field Orders, additional Drawings issued after the execution of the Contract, clarification and interpretations of the Contract Documents, progress reports, and other Project related documents.

b. Keep a diary signed daily, recording the CONTRACTOR hours on the job site, weather conditions, data relative to questions of Work Directive Changes, Change Orders or changed conditions, list of job site visitors, daily activities of the prime contractors and all subcontractors, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to the OWNER.

c. Record names, addresses and telephone numbers of all CONTRACTORS, subcontractors and major suppliers of materials and equipment.

I. Reports:

a. Furnish the OWNER periodic reports as required of progress of the Work and of the CONTRACTOR'S compliance with the progress schedule and schedule of Shop Drawing and sample submittals.

b. Consult with the OWNER in advance of scheduled major tests, inspections or the start of important phases of the Work.

c. Draft proposed Supplemental Agreements, Quantity Adjustments and Work Directive Changes, obtaining backup material from the CONTRACTOR; and recommend Supplemental Agreements, Quantity Adjustments, Work Directive Changes, and Field Orders to the OWNER.

d. Report immediately to the OWNER upon the occurrence of any accident.

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a. Review applications for payment with the CONTRACTOR for compliance with the established procedure for their submission and forward to the OWNER, noting particularly the relationship of the payment requested to the schedule of values and Work completed and materials and equipment delivered to the site but not incorporated in the Work.

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During the Work verify that certificates, maintenance and operations manuals and other data required to be assembled and furnished by the CONTRACTOR are applicable to the items installed and in accordance with the Contract Documents, and have this material delivered to the OWNER prior to final payment for the Work.

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a. Before issuing a Certificate of Substantial Completion, submit a list of observed items requiring completion or correction to the Contractor.

b. Conduct a final inspection in the company of the OWNER, the CONTRACTOR, and prepare a final list of items to be completed or corrected.

c. Observe that all items on the final list have been completed or corrected and make recommendations to the OWNER concerning acceptance.

III. Limitations of Authority

The resident Project Representative:

A. Shall not authorize any deviation from the Contract Documents or substitution of materials or equipment, unless authorized by the OWNER.

B. Shall not exceed the limitations of the OWNER'S authority as set forth in the Contract Documents.

C. Shall not undertake any of the responsibilities of the CONTRACTOR, subcontractors or the CONTRACTOR's superintendent.

D. Shall not advise on, issue directions relative to, or assume control over any aspect of the means, method, techniques, sequences or procedures of construction unless such advice or directions are specifically required by the Contract Documents.

E. Shall not accept Shop Drawings or sample submittals from anyone other than the Contractor.

F. Shall not authorize the OWNER to occupy the Project in whole or in part.

G. Shall not participate in specialized field or laboratory tests or inspections conducted by others except as specifically authorized by OWNER;

and

WHEREAS, the summary of fees and expenses is as follows:

Fee and Expense Summary

Labor Cost	Direct Cost	Subconsultant	Total
72,452.84	2,310.00	0.00	74,762.84

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute a construction engineering and inspection services agreement with Myriad Engineering Solutions, LLC on the Mississippi Department of Transportation, LPA Program Construction Engineering and Inspection Contract Boilerplate form agreement for the Shaw Road Bridge Rehabilitation Project, for a total not to exceed amount of $74,762.84.

Office of the City Attorney

401 E. Capitol Street, Suite 600
Post Office Box 2779
Jackson, Mississippi 39205-2779
Telephone: (601) 960-1799
Facsimile: (601) 960-1756

OFFICE OF THE CITY ATTORNEY
7/22/26

OFFICE OF THE CITY ATTORNEY

This **ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONSTRUCTION ENGINEERING AND INSPECTION SERVICES AGREEMENT WITH MYRIAD ENGINEERING SOLUTIONS, LLC FOR THE SHAW ROAD BRIDGE REHABILITATION PROJECT** is legally sufficient for placement in NOVUS Agenda.

Sondra O. Moncure
SONDRA MONCURE, *Special Assistant*

7/22/26
DATE

Terry Williamson, *Legal Counsel*

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET July 21, 2026
DATE

	POINTS	COMMENTS
1.	**Brief Description/Purpose**	**ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONSTRUCTION ENGINEERING AND INSPECTION SERVICES AGREEMENT WITH MYRIAD ENGINEERING SOLUTIONS, LLC FOR THE SHAW ROAD BRIDGE REHABILITATION PROJECT**
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 and Transportation 7. Quality of Life
3.	**Who will be affected**	Persons traveling Shaw Road
4.	**Benefits**	Will reopen Shaw Road for its entire length and eliminate the need to detour.
5.	**Schedule (beginning date)**	Work will begin upon issuance of the notice to proceed for construction
6.	**Location:** ▪ **WARD** ▪ **CITYWIDE (yes or no) (area)** ▪ **Project limits if applicable**	Ward 4
7.	**Action implemented by:** ▪ **City Department** ☐ ▪ **Consultant** ☐ ▪	Department of Public Works, Engineering Division
8.	**COST**	The total not to exceed amount of the agreement is $74,762.84
9.	**Source of Funding** ▪ **General Fund** ☐ ▪ **Grant** ☐ ▪ **Bond** ■ ▪ **Other** ☐	Infrastructure Modernization Tax Fund Bond

Revised 2-04

City of Jackson
Department of Public Works

To: Hon. John Horhn, Mayor

From: Lorenzo Anderson, P.E., Director
Department of Public Works

Council Agenda Item Briefing Memo

Agenda Item:	**ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONSTRUCTION ENGINEERING AND INSPECTION SERVICES AGREEMENT WITH MYRIAD ENGINEERING SOLUTIONS, LLC FOR THE SHAW ROAD BRIDGE REHABILITATION PROJECT**
Item #:	
Council Meeting:	Regular Council Meeting, July 28, 2026
Purpose:	To authorize a Construction Engineering and Inspection Services Agreement for the Shaw Road Bridge Rehabilitation Project
Cost:	The total not to exceed amount of the agreement is $74,762.84
Project/Contract Type:	CE&I Agreement
Schedule/Time:	Beginning when the Notice to Proceed is issued for the construction project
DPW Manager:	Henry Chia

Background: The Shaw Road Bridge Rehabilitation Project is anticipated to be ready to proceed to construction soon. The Construction Engineering & Inspection agreement is essential to the proper construction of the Shaw Road Bridge. Myriad Engineering Solutions, LLC is being recommended to provide CE&I services for this project because it provided the design and bid phase engineering services. This means that Myriad Engineering Solutions, LLC is already familiar with the design of the project, which can help avoid unanticipated construction costs.

Please let me know if you have any questions.

CONSTRUCTION *ENGINEERING* & INSPECTION SERVICES CONTRACT

City of Jackson- Shaw Road Bridge Rehabilitation
Project No. 24Bxxx.xxx
Hinds County

THIS CONTRACT, is made and entered into by and between the *City of Jackson* , a body Politic of the State of Mississippi (the "OWNER"), and, *Myriad Engineering Solutions, LLC* (the "CONSULTANT"), a *LLC*, duly registered to do business in the State of Mississippi, whose address for mailing is *4780 I-55 North, Suite 100, Jackson, MS 39211*, effective as of the date of latest execution below.

WITNESSETH:

WHEREAS, the OWNER proposes to perform the construction *Engineering* services for *City of Jackson - Shaw Road Bridge Rehabilitation* , hereinafter called the "PROJECT"; and,

WHEREAS, the OWNER desires to engage a qualified and experienced CONSULTANT to perform *Engineering* services in connection with the PROJECT, all of which are hereinafter called the "SERVICES"; and,

WHEREAS, the CONSULTANT has represented to the OWNER that it is experienced and qualified to provide those services, and the OWNER has relied upon such representation; and,

WHEREAS, the CONSULTANT herein was chosen for their expertise in performing the services in connection with the PROJECT and found satisfactory by the OWNER; which is now desirous of entering into a contract; and

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein and for other good and valuable considerations flowing unto the parties, the receipt and sufficiency of which is hereby acknowledged, the OWNER and the CONSULTANT do hereby contract and agree as follows:

ARTICLE I. GENERAL RECITALS

CONSULTANT shall, for the agreed fees, furnish all *Engineering* services and materials required to perform the tasks described in the Scope of Work for the proposed transportation project. In so doing, CONSULTANT shall meet the current industry standards (OWNER standards specified in Exhibit 1) as to general format and content and in addition thereto, any special requirements of the OWNER.

THE OWNER, in support of the CONSULTANT, will provide the CONSULTANT with a Scope of Work shown in "Exhibit 1" hereto and any other data which may be of assistance to CONSULTANT and within the possession and control of the OWNER.

Manuals, guides, and specifications applicable to this CONTRACT shall be those approved and/or adopted by the Owner and/or the Mississippi State Aid Road Construction and in effect on the effective date of this CONTRACT, unless otherwise specified in this Contract.

ARTICLE II. SCOPE OF WORK

The CONSULTANT shall conduct the SERVICES in accordance with the Scope of Work attached to this CONTRACT as "Exhibit 1" and made a part hereof as if fully set forth herein. The performance of the

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SERVICES referred to in "Exhibit 1" shall be the primary basis for measurement of performance under this CONTRACT. The OWNER specifically reserves the right and privilege to enlarge or reduce the scope; or to cancel this CONTRACT at any time.

ARTICLE III. CONTRACT TERM

This CONTRACT shall commence upon the latest date of execution below and continue until such time as the above-named project is successfully completed to the satisfaction of the OWNER at which time this CONTRACT shall absolutely and finally terminate.

The CONSULTANT may not begin working on any feature of this PROJECT prior to receiving a Notice to Proceed from the OWNER. The services of the CONSULTANT are expected to be needed and completed in an expedient manner. It is understood that construction progress of force account work by the OWNER and/or contractor's work shall influence the time period for the CONSULTANT's services. Therefore, it is necessary that construction be completed in accordance with the original time limit set forth in the original construction schedule. The estimated fees in the Cost/Fee breakdown are based on the initial construction time estimate as included in the Contract Documents. If the construction time extends beyond the contract time, through no fault of the CONSULTANT, the OWNER agrees to pay the CONSULTANT for the construction *Engineering* services to complete the project

During the term of this CONTRACT, the OWNER reserves the right to terminate this CONTRACT, upon seven (7) days written notice to the CONSULTANT, notwithstanding any just claims by the CONSULTANT for payment of SERVICES rendered prior to the date of termination. The OWNER shall be liable only for the costs, fees and expenses for demobilization and close out of contract, based on actual time and expenses incurred by CONSULTANT in the packaging and shipment of all documents covered by this CONTRACT to the OWNER. In no event shall the OWNER be liable for lost profits or other consequential damages.

ARTICLE IV. RELATIONSHIP OF THE PARTIES

The relationship of the CONSULTANT to the OWNER is that of an independent contractor, and said CONSULTANT, in accordance with its status as an independent contractor, covenants and agrees that it will conduct itself consistent with such status, that it will neither hold itself out as, nor claim to be, an officer or employee of the OWNER by reason hereof. The CONSULTANT will not by reason hereof make any claim, demand or application or for any right or privilege applicable to an officer or employee of the OWNER, including but not limited to workers' compensation coverage, unemployment insurance benefits, social security coverage, retirement membership or credit, or any form of tax withholding whatsoever.

All notices, communications, and correspondence between the OWNER and the CONSULTANT shall be directed to the key personnel and agents designated in this contract.

ARTICLE V. COMPENSATION, BILLING & AUDIT

A. Cost and Fees

The CONSULTANT shall be paid on the basis set forth in "Exhibit 2" to this CONTRACT. Under no circumstances shall the OWNER be liable for any amounts, including any costs, which exceed the maximum dollar amount of compensation that is specified in and set forth in "Exhibit 2".

B. Monthly Billing

The CONSULTANT must submit monthly billing to the OWNER. All billing must be submitted in accordance with the City of Jackson's Consultant Operating Procedures.

ARTICLE VI. FINAL PAYMENT

The CONSULTANT agrees that acceptance of the final payment shall be in full and final settlement of all claims arising against the OWNER for work done, documents furnished, cost incurred, or otherwise arising

out of this CONTRACT and shall release the OWNER from any and all further claims of whatever nature, whether known or unknown, for and on account of said CONTRACT, including payment for any and all work done, and labor and material furnished in connection with the same. Errors and/or omissions discovered after the acceptance by the OWNER of the final contract documents shall be corrected by the CONSULTANT without additional compensation.

ARTICLE VII. RESPONSIBILITIES FOR CLAIMS AND LIABILITY

The CONSULTANT shall indemnify, defend and hold harmless the OWNER and all its officers, agents and employees from any claim, loss, damage, cost, charge or expense arising out of any negligent act, actions, neglect or omission by the CONSULTANT, its agents, employees, or subconsultants during the performance of this CONTRACT, whether direct or indirect, and whether to any person or property for which OWNER or said parties may be subject, except that neither the CONSULTANT nor any of his agents or subconsultants will be liable under this provision for damages arising out of the injury or damage to persons or property solely caused or resulting from the negligence of the OWNER or any of its officers, agents or employees.

The CONSULTANT'S obligations under this Article, including the obligations to indemnify, defend, hold harmless, pay reasonable attorney fees or, at the OWNER'S option, participate and associate with the OWNER in the defense and trial or arbitration of any damage claim, lien or suit and any related settlement negotiations, shall be initiated by the OWNER'S notice of claim for indemnification to the CONSULTANT. Only an adjudication or judgment after the highest appeal is exhausted, specifically finding the OWNER entirely responsible shall excuse performance of this provision by the CONSULTANT. In such case, the OWNER shall pay all costs and fees related to this obligation and its enforcement. Should there be a finding of dual or multiple liability, costs and fees shall be apportioned accordingly.

In conjunction herewith, the OWNER agrees to notify CONSULTANT in writing as soon as practicable after receipt or notice of any claim involving CONSULTANT. These indemnities shall not be limited by reason of the listing of any insurance coverage below.

ARTICLE VIII. INSURANCE

Prior to beginning any work under this CONTRACT, the CONSULTANT shall obtain and furnish proof of insurance through Certificates of Insurance and, at the OWNER's request, copies of insurance policies of the following:

A. Workers' Compensation Insurance in accordance with the laws of the State of Mississippi.

B. Commercial General Liability Insurance with a minimum combined limit of not less than One Million Dollars ($1,000,000.00) for each occurrence.

C. Errors and Omissions (Professional Liability) Insurance in an amount not less than One Million Dollars ($1,000,000.00) per claim; One Million Dollars ($1,000,000.00) annual aggregate.

D. Comprehensive Automobile Liability Insurance, in an amount not less than One Million Dollars ($1,000,000.00) per occurrence.

The OWNER shall be listed as a certificate holder of insurance on any of the insurance required under this CONTRACT.

In the event that the CONSULTANT retains any subconsultant or other personnel to perform SERVICES or carry out any activities under or incident to work on any project or phase of this CONTRACT, the CONSULTANT agrees to obtain from said subconsultant or other personnel, certificates of insurance

demonstrating that said subconsultant or other personnel shall have sufficient coverage, or the CONSULTANT agrees to include said subconsultant or other personnel within the CONSULTANT'S coverage for the duration of this PROJECT or phase for which said subconsultant or other personnel is employed.

The Insurance coverage recited above shall be maintained in full force and effect by the CONSULTANT during the entire term of the CONTRACT. The OWNER shall be notified of cancellation of any of the required insurance by the CONSULTANT and by the insurance company issuing any such cancellation of the required policies. Should the CONSULTANT cease to carry the errors and/or omissions coverage listed above for any reason, it shall obtain "tail" or extended reporting period coverage at the same limits for a period of not less than three (3) years subsequent to policy termination or contract termination, whichever is longer.

All insurance carriers shall be licensed and in good standing with the Office of the Insurance Commissioner of the State of Mississippi.

A certificate of insurance acceptable to the OWNER shall be issued to the OWNER by the CONSULTANT prior to beginning any work under this CONTRACT and thereafter on an annual basis for the duration of this CONTRACT as evidence that policies providing the required insurance are in full force and effect. All policies of required insurance shall give thirty days written notice to the OWNER before the effective date of cancellation or reduction in limits of any required insurance.

The CONSULTANT will furnish certified copies, upon request, of any or all of the policies and/or endorsements to the OWNER prior to the execution of this CONTRACT and thereafter on an annual basis for the duration of this CONTRACT.

The CONSULTANT shall provide the OWNER any and all documentation necessary to prove compliance with the insurance requirements of this CONTRACT as such documentation is requested, from time to time, by the OWNER.

If the CONSULTANT fails to procure or maintain required insurance, the OWNER may immediately elect to terminate this CONTRACT or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, and all monies so paid by the OWNER shall be repaid by the CONSULTANT to the OWNER upon demand, or the OWNER may offset the cost of the premiums against any monies due to the CONSULTANT from the OWNER.

ARTICLE IX. EMPLOYMENT OF OWNER'S PERSONNEL

The CONSULTANT shall not employ any person or persons in the employ of the OWNER for any work required by the terms of this CONTRACT, without the written permission of the OWNER, except as may otherwise be provided for herein.

ARTICLE X. MODIFICATION

If, prior to the satisfactory completion of the SERVICES under this CONTRACT, the OWNER materially alters the scope, character, complexity or duration of the SERVICES from those required under this CONTRACT, a supplemental agreement may be executed between the parties. Also, a supplemental agreement may be executed between the parties in the event that both parties agree the CONSULTANT's compensation should be increased due to an unanticipated increase in the nature, scope or amount of work necessary to properly provide the SERVICES required on any particular phase or project begun hereunder.

Oral agreements or conversations with the OWNER or any individual member of the OWNER, either before or after execution of this CONTRACT, shall not affect or modify any of the terms or obligations

contained in this CONTRACT. All modifications to this CONTRACT, amendments or addenda thereto must be submitted in writing and signed by the parties thereto before any work is commenced.

The CONSULTANT may not begin work on any modifications, amendments, or addenda prior to receiving a Notice to Proceed.

Minor changes in the proposal which do not involve changes in the contract maximum not to exceed the amount, extensions of time or changes in the goals and objectives of the CONTRACT may be made by written notification of such change by either the OWNER or the CONSULTANT to the other party and shall become effective upon written acceptance thereof (i.e. letter agreement).

ARTICLE XI. PUBLICATION AND PUBLICITY

The CONSULTANT agrees that it shall not for any reason whatsoever communicate to any third party in any manner whatsoever concerning any of its CONTRACT work product, its conduct under the CONTRACT, the results or data gathered or processed under this CONTRACT, which includes, but is not limited to, reports, computer information and access, drawings, studies, notes, maps and other data prepared by and for the CONSULTANT under the terms of this CONTRACT, without prior written approval from the OWNER, unless such release or disclosure is required by judicial proceeding. The CONSULTANT agrees that it shall immediately refer any third party who requests such information to the OWNER and shall also report to the OWNER any such third party inquiry This Article shall not apply to information in whatever form that comes into the public domain, nor shall it restrict the CONSULTANT from giving notices required by law or complying with an order to provide information or data when such order is issued by a court, administrative agency or other authority with proper jurisdiction, or if it is reasonably necessary for the CONSULTANT to defend itself from any suit or claim.

IT IS FURTHER AGREED, that all approved releases of information, findings, and recommendations shall include a disclaimer provision and that all published reports shall include that disclaimer on the cover and title page in the following form:

The opinions, findings, and conclusions in this publication are those of the author(s) and not necessarily those of the City of Jackson.

ARTICLE XII. CONTRACT DISPUTES

This CONTRACT shall be deemed to have been executed in Hinds County, Mississippi, and all questions including, but not limited to, questions of interpretation, construction and performance shall be governed by the laws of the State of Mississippi, excluding its conflicts of laws provisions, and any litigation with respect to this CONTRACT shall be brought in a court of competent jurisdiction in Hinds County, State of Mississippi. The CONSULTANT expressly agrees that under no circumstances shall the OWNER be obligated to or responsible for payment of an attorney's fee for the cost of legal action to or on behalf of the CONSULTANT.

ARTICLE XIII. COMPLIANCE WITH APPLICABLE LAW

A. The undersigned certify that to the best of their knowledge and belief, the foregoing is in compliance with all applicable laws.

B. The CONSULTANT shall observe and comply with all applicable federal, state, and local laws, rules and regulations, policies and procedures, ordinances, and orders and decrees of bodies or tribunals of the United States of America or any agency thereof, the State of Mississippi or any agency thereof, and any local governments or political subdivisions, that are in effect at the time of the execution of this CONTRACT or that may later become effective.

C. The CONSULTANT shall not discriminate against any employee, nor shall any party be subject to discrimination in the performance of this CONTRACT because of race, creed, color, sex, national origin, age or disability.

D. It is agreed that the CONSULTANT will comply with the provisions set forth in Department of Transportation, 49 CFR, Section 18, Et Seq., regarding Uniform Administrative Requirements for Grants and Cooperative agreements in its administration of this CONTRACT or any subcontract resulting herefrom.

ARTICLE XIV. WAIVER

Failure of either party hereto to insist upon strict compliance with any of the terms, covenants, and conditions hereof shall not be deemed a waiver or relinquishment of any similar right or power hereunder at any subsequent time, or of any other provision hereof, nor shall it be construed to be a modification of the terms of this CONTRACT.

ARTICLE XV. SEVERABILITY

If any terms or provisions of this CONTRACT are prohibited by the laws of the State of Mississippi or declared invalid or void by a court of competent jurisdiction, the remainder of this CONTRACT shall not be affected thereby and each term and provision of this CONTRACT shall be valid and enforceable to the fullest extent permitted by law.

ARTICLE XVI. ENTIRE AGREEMENT

This CONTRACT constitutes the entire agreement of the parties with respect to the subject matter contained herein and supersedes and replaces any and all prior negotiations, understandings, and agreements, written or oral, between the parties relating thereto.

ARTICLE XVII. CONFLICT OF INTEREST

The CONSULTANT covenants that no public or private interests exist and none shall be acquired directly or indirectly, which would conflict in any manner with the performance of the CONSULTANT'S CONTRACT. The CONSULTANT further covenants that no employee of the CONSULTANT or of any subconsultant(s), regardless of his/her position, is to personally benefit directly or indirectly from the performance of the SERVICES or from any knowledge obtained during the CONSULTANT'S execution of this CONTRACT.

ARTICLE XVIII. STOP WORK ORDER

A. **Order to Stop Work.** The OWNER may, by written order to the CONSULTANT at any time, and without notice of any surety, require the CONSULTANT to stop all or any part of the work called for by this CONTRACT. This order shall be for a specified period not exceeding twenty-four (24) months after the order is delivered to the CONSULTANT unless the parties agree to any further period. Any such order shall be identified specifically as a stop work order issued pursuant to this clause. Upon receipt of such an order, the CONSULTANT shall forthwith comply with its terms and take all steps to minimize the occurrence of costs allocable to the work covered by the order during the period of work stoppage. Before the stop work order expires, or within any further period to which the parties shall have agreed, the OWNER shall either:

(1) cancel the stop work order; or

(2) terminate the work covered by such order according to and as provided in Article III of this CONTRACT.

Prior to the OWNER'S taking official action to stop work under this CONTRACT, the OWNER may notify the CONSULTANT, in writing, the OWNER's intentions to ask the CONSULTANT to stop work under this CONTRACT. Upon notice from the OWNER, the CONSULTANT shall suspend all activities under this CONTRACT, pending final action by the OWNER.

B. **Cancellation or Expiration of the Order.** If a stop work order issued under this clause is canceled at any time during the period specified in the order, or if the period of the order or any extension thereof expires, the CONSULTANT shall have the right to resume work. If the OWNER decides that it is justified, an appropriate adjustment may be made in the delivery schedule. If the stop work order results in an increase in the time required for or in the CONSULTANT'S cost properly allocable to the performance of any part of this CONTRACT and the CONSULTANT asserts a claim for such an adjustment within 30 days after the end of the period of work stoppage, an equitable adjustment in this CONTRACT may be made by written modification of this CONTRACT as provided by the terms of this CONTRACT.

C. **Termination of Stopped Work.** If a stop work order is not canceled and the work covered by such order is terminated, the CONSULTANT may be paid for services rendered prior to the Termination. In addition to payment for services rendered prior to the date of termination, the OWNER shall be liable only for the costs, fees, and expenses for demobilization and close out of this CONTRACT, based on actual time and expenses incurred by the CONSULTANT in the packaging and shipment of all documents covered by this CONTRACT to the OWNER. In no event shall the OWNER be liable for lost profits or other consequential damages.

OWNER:

For Contractual Matters:
Terry S. Williamson
City of Jackson
200 South President Street
Jackson, MS 39201
Phone: 601-960-1799
Fax: 601-960-1756
twilliamson@city.jackson.ms.us

For Technical Matters:
Henry Chui
City of Jackson
200 South President Street
Jackson, MS 39201
Phone: 601-960-1651
Fax: 601-960-1356
hchiu@city.jackson.ms.us

CONSULTANT:

For Contractual Matters:
Stephanie S. Vivians
Myriad Engineering Solutions, LLC
4780 I-55 North, Suite 100
Jackson, MS 39211
Phone: 601-207-1560
Fax: 769-230-3586
svivians@myriadengrsolns.com

Licensure Number
from the Mississippi
Board of Licensure
for Professional
Engineers/Architects and Surveyors:
P.E. # 18336

For Technical Matters:
Stephanie S. Vivians
Myriad Engineering Solutions, LLC
4780 I-55 North, Suite 100
Jackson, MS 39211
Phone: 601-207-1560
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Licensure Number
from the Mississippi
Board of Licensure
for Professional
Engineers/Architect's and Surveyors:
P.E.# 18336

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ARTICLE XIX. AUTHORIZATION

Both parties hereto represent that they have authority to enter into this CONTRACT and that the individuals executing this CONTRACT are authorized to execute it and bind their respective parties.

WITNESS this my signature in execution hereof, this the _____ day of _____, 20__.

City of Jackson

_____

_____ *John Horhn, Mayor*

WITNESS this my signature in execution hereof, this the _____ day of _____, 20___.

Myriad Engineering Solutions, LLC

BY: _____

Stephanie Vivians

ATTEST: _____
(for CONSULTANT)

Exhibits attached hereto and incorporated by reference into this contract include those identified on the attached page entitled "List of Exhibits".

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LIST OF EXHIBITS

1. Scope of Work
2. Fees and Expenses.

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EXHIBIT 1

Scope of Work

CONSTRUCTION *ENGINEERING* SERVICES:
Construction ***Engineering*** services shall consist of all ***Engineering*** work, respectively involved from the contract stage, beginning the date of concurrence in award of the construction contract, through the preparation and submission of the final estimate and supporting documents to the OWNER, and shall include the following:

A. Setting of all stakes to control the work unless otherwise performed by the contractor as dictated by the construction plans, and the resident Project Representative and other controls to insure that work is performed in accordance with the plans and specifications. All materials to be used in the construction of this project shall be tested and certified by the CONSULTANT.

B. The CONSULTANT shall promptly prepare, verify and recommend payment of all eligible Contractor's estimates: he/she shall maintain a project daily diary as the official project record for each project, showing the Contractor's daily operation; and The ***Engineer*** daily activities by names, function performed and hours worked. He shall check and verify the quantities of all materials incorporated in the project; and shall make prompt preparation and submission of the final estimate and supporting documents to the OWNER for approval and payment. He/She shall likewise make such records available at all reasonable times during the contract period. These records, documents, and data shall be available for inspection by the OWNER, and copies thereof shall be furnished if requested.

C. **Subsurface Conditions and Utilities.** OWNER recognizes that a comprehensive sampling and testing program implemented by trained and experienced personnel of CONSULTANT or CONSULTANT's subconsultants with appropriate equipment may fail to detect certain hidden conditions. OWNER also recognizes that actual environmental, geological and geotechnical conditions that CONSULTANT properly inferred to exist between sampling points may differ significantly from those that actually exist.

CONSULTANT will locate utilities which will affect the project from information provided by the OWNER and utility companies and from CONSULTANT's surveys. In that these utility locations are based, at least in part, on information from others, CONSULTANT cannot and does not warrant their completeness and accuracy.

D. The duties, responsibilities, and limitations of authority of the resident Project **Representative** are listed in this scope of work.

A LISTING OF THE DUTIES, RESPONSIBILITIES AND LIMITATIONS OF AUTHORITY OF THE RESIDENT PROJECT *REPRESENTATIVE*.

The CONSULTANT shall furnish a resident Project Representative, assistants and other field staff to inspect the performance of the Work of the CONTRACTOR. Through more extensive on-site inspections of the Work-in-progress and field checks of materials and equipment by the resident Project ***Representative*** and assistants, the CONSULTANT shall endeavor to provide further protection for the OWNER against defects and deficiencies in the Work; but, the furnishing of such services will not make the CONSULTANT responsible for or guarantee the CONTRACTOR'S performance. The duties and

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responsibilities of the resident Project Representative are limited to this agreement with the OWNER and in the construction Contract Documents, and are further limited and described as follows:

I. General:

The resident Project Representative dealings in matters pertaining to the on-site work shall in general be with the CONTRACTOR, keeping the OWNER advised as necessary. The resident Project Representative dealing with subcontractors shall only be through or with the full knowledge and approval of the CONTRACTOR. The resident Project Representative shall generally communicate with the OWNER.

II. Duties and Responsibilities of the resident Project Representative:

A. Schedules:

Review the progress schedule of Shop Drawing submittals and schedule of values prepared by the CONTRACTOR and consult with the OWNER concerning acceptability.

B. Conferences and Meetings:

Attend meetings with the CONTRACTOR, such as preconstruction conferences, progress meetings, job conferences and other project-related meetings, and prepare and circulate copies of minutes thereof.

C. Liaison:

a. Work principally through the CONTRACTOR'S superintendent and assist in understanding the intent of the Contract Documents, and serve as the OWNER'S liaison with the CONTRACTOR when the CONTRACTOR's operations affect the OWNER's on-site operations.

b. Assist in obtaining from the OWNER additional details or information, when required for proper execution of the Work.

D. Shop Drawings and Samples:

a. Record the date of receipt of Shop Drawings and samples.

b. Take samples and receive samples which are furnished at the site by the CONTRACTOR and notify the OWNER of the availability of samples for examination.

c. Advise the OWNER and the CONTRACTOR of the commencement of any Work requiring a Shop Drawing or sample if the submittal has not been approved by the CONSULTANT.

E. Review of Work, Rejection of Defective Work, Inspections and Tests:

a. Conduct on-site observations of the Work in progress to determine if the Work is in general proceeding in accordance with the Contract Documents.

b. Report to the OWNER any Work that is believed to be unsatisfactory, faulty or defective or does not conform to the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise the OWNER of Work that should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.

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c. Verify that tests, equipment and systems startups and operating and maintenance training are conducted in the presence of appropriate personnel, and that the CONTRACTOR maintains adequate records thereof-, and observe, record and report to the OWNER appropriate details relative to the test procedures and startups.

d. Accompany visiting inspectors representing the public or other agencies having jurisdiction over the Project, record the results of these inspections and report to the OWNER.

F. Interpretation of Contract Documents:

Report to the OWNER when clarifications and interpretation of the Contract Documents are needed and transmit to the CONTRACTOR clarifications and interpretations as issued by the OWNER.

G. Modifications:

Consider and evaluate the CONTRACTOR'S suggestions for modifications in Drawings or Specifications and report to the OWNER. Transmit to the CONTRACTOR decisions as issued by the OWNER.

H. Records:

a. Maintain at the job site orderly files for correspondence, reports of job conferences, Shop Drawings and samples, reproductions of original Contract Documents including all Work Directive Changes, Addenda, Change Orders, Field Orders, additional Drawings issued after the execution of the Contract, clarification and interpretations of the Contract Documents, progress reports, and other Project related documents.

b. Keep a diary signed daily, recording the CONTRACTOR hours on the job site, weather conditions, data relative to questions of Work Directive Changes, Change Orders or changed conditions, list of job site visitors, daily activities of the prime contractors and all subcontractors, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to the OWNER.

c. Record names, addresses and telephone numbers of all CONTRACTORS, subcontractors and major suppliers of materials and equipment.

I. Reports:

a. Furnish the OWNER periodic reports as required of progress of the Work and of the CONTRACTOR'S compliance with the progress schedule and schedule of Shop Drawing and sample submittals.

b. Consult with the OWNER in advance of scheduled major tests, inspections or the start of important phases of the Work.

c. Draft proposed Supplemental Agreements, Quantity Adjustments and Work Directive Changes, obtaining backup material from the CONTRACTOR; and recommend Supplemental Agreements, Quantity Adjustments, Work Directive Changes, and Field Orders to the OWNER.

d. Report immediately to the OWNER upon the occurrence of any accident.

J. Payment Requests:

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a. Review applications for payment with the CONTRACTOR for compliance with the established procedure for their submission and forward to the OWNER, noting particularly the relationship of the payment requested to the schedule of values and Work completed and materials and equipment delivered to the site but not incorporated in the Work.

K. Certificates, Maintenance and Operation Manuals:

During the Work verify that certificates, maintenance and operations manuals and other data required to be assembled and furnished by the CONTRACTOR are applicable to the items installed and in accordance with the Contract Documents, and have this material delivered to the OWNER prior to final payment for the Work.

L. Completion:

a. Before issuing a Certificate of Substantial Completion, submit a list of observed items requiring completion or correction to the Contractor.

b. Conduct a final inspection in the company of the OWNER, the CONTRACTOR, and prepare a final list of items to be completed or corrected.

c. Observe that all items on the final list have been completed or corrected and make recommendations to the OWNER concerning acceptance.

III. Limitations of Authority

The resident Project Representative:

A. Shall not authorize any deviation from the Contract Documents or substitution of materials or equipment unless authorized by the OWNER.

B. Shall not exceed the limitations of the OWNER'S authority as set forth in the Contract Documents.

C. Shall not undertake any of the responsibilities of the CONTRACTOR, subcontractors or the CONTRACTOR's superintendent.

D. Shall not advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of construction unless such advice or directions are specifically required by the Contract Documents.

E. Shall not accept Shop Drawings or sample submittals from anyone other than the Contractor.

F. Shall not authorize the OWNER to occupy the Project in whole or in part.

G. Shall not participate in specialized field or laboratory tests or inspections conducted by others except as specifically authorized by OWNER.

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EXHIBIT 2

FEES AND EXPENSES

The OWNER shall pay the CONSULTANT on a Labor-Hour/Unit Cost Basis, with an upset limit of $ 74,762.84 for the satisfactory completion of the Scope of Work set forth under "Exhibit 1", hereto, for all salaries, overhead, direct costs and the CONSULTANT'S fixed fees attributable to the CONTRACT.

Labor Hour / Unit-cost Rates:

Labor Hour as the term is used herein shall include all direct salaries, audited overhead rate, and profit. The audited overhead rate shall consist of fringe benefits and the general overhead. Unit-costs, as the term is used herein shall include all direct costs, profit, and any other associated costs for the project. Labor Hour / Unit-Costs are not subject to any adjustments on the basis of the CONSULTANT's cost experience in performing the PROJECT. The Labor Hour / Unit-costs shall not exceed the rates established in EXHIBIT 2 (found in Table 1: Rate Schedule for Labor Hours). Once the OWNER has approved and accepted the work of the CONSULTANT, the OWNER will pay the CONSULTANT any unpaid amounts of the PROJECT.

Under no circumstances shall the CONSULTANT alter the personnel, classifications, and rates listed in the Labor Rate Schedule without an approved Letter Agreement signed by both parties.

Table 1: Rate Schedule for Labor Hours

PERSONNEL NAME	LABOR CLASSIFICATION	Loaded Rate
Stephanie Sago Vivians	Project Manager/Project Engineer	211.28
	Graduate Engineer	93.78
	Inspector I	74.76
	Administrative Assistant	65.01

SCHEDULE OF MAXIMUM RATES, EXPENSES & FEES:

Contract Maximums:

Under no circumstances shall the amount payable by the OWNER for this CONTRACT exceed $ 74,762.84 (Total of all Charges) without the prior written consent of both parties

Fee and Expense Summary

Labor Cost	Direct Cost	Subconsultant	Total
72,452.84	2,310.00	0.00	74,762.84

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OFFICE OF THE CITY ATTORNEY
7/21/2026

ORDER ACCEPTING THE BID OF HEMPHILL CONSTRUCTION COMPANY, INC. FOR THE SHAW ROAD BRIDGE REHABILITATION PROJECT

WHEREAS, the City of Jackson solicited sealed, competitive bids for the Shaw Road Bridge Rehabilitation Project; and

WHEREAS, one (1) bid was submitted to the Municipal Clerk on July 22, 2025; and

WHEREAS, the bid of Hemphill Construction Company, Inc., in the amount of $560,751.39, was the only bid received and was 7.75% greater than the Engineer's Estimate of $520,407.78; and

WHEREAS, Hemphill Construction Company, Inc. has provided a letter to the consulting engineer, dated July 10, 2026, agreeing to extend its bid for an additional thirty (30) calendar days from the date of its letter; and

WHEREAS, the Department of Public Works recommends that the governing authorities deem the bid of Hemphill Construction Company, Inc., in the amount of $560,751.39, for the Shaw Road Bridge Rehabilitation Project to be the lowest and best bid.

IT IS, THEREFORE, ORDERED that the bid of Hemphill Construction Company, Inc. in the amount of $560,751.39 for the Shaw Road Bridge Rehabilitation Project is accepted as the lowest and best bid, consistent with the Invitation to Bidders and the specifications on file with the Municipal Clerk.

IT IS FURTHER ORDERED that the Mayor is authorized to execute a construction contract with Hemphill Construction Company, Inc. for the Shaw Road Bridge Rehabilitation Project, consistent with the bid accepted, the Invitation to Bidders, and the specifications on file with the Municipal Clerk.

Agenda Item # 38
July 28, 2026
(Anderson, Horhn)

Office of the City Attorney

401 E. Capitol Street, Ste. 300
Post Office Box 2779
Jackson, Mississippi 39207-2779
Telephone: (601) 960-1799
Facsimile: (601) 960-1756

OFFICE OF THE CITY ATTORNEY
7/21/2026

OFFICE OF THE CITY ATTORNEY

This **ORDER ACCEPTING THE BID OF HEMPHILL CONSTRUCTION COMPANY, INC. FOR THE SHAW ROAD BRIDGE REHABILITATION PROJECT** is legally sufficient for placement in NOVUS Agenda.

Sondra O. Moncure
SONDRA MONCURE, *Special Assistant*

7/21/26
DATE

Terry Williamson, *Legal Counsel*

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

July 21, 2026
DATE

	POINTS	COMMENTS
1.	**Brief Description/Purpose**	**ORDER ACCEPTING THE BID OF HEMPHILL CONSTRUCTION COMPANY, INC. FOR THE SHAW ROAD BRIDGE REHABILITATION PROJECT**
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 and Transportation 7. Quality of Life
3.	**Who will be affected**	Motor vehicle operators using Shaw Road
4.	**Benefits**	Will allow Shaw Road to be reopened for its entire length and eliminate the need to detour
5.	**Schedule (beginning date)**	Upon approval, Hemphill will be issued a Notice to Proceed after the contract is signed by the parties
6.	**Location:** ▪ **WARD** ▪ **CITYWIDE (yes or no) (area)** ▪ **Project limits if applicable**	Ward 4
7.	**Action implemented by:** ▪ **City Department** ■ ▪ **Consultant** ☐ ▪	City of Jackson, Department of Public Works, Engineering Division
8.	**COST**	$560,751.39
9.	**Source of Funding** ▪ **General Fund** ☐ ▪ **Grant** ☐ ▪ **Bond** ■ ▪ **Other** ☐	Infrastructure Modernization Tax Fund Bond

Revised 2-04

Department of Public Works

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

John A. Horhn
Mayor of the City of Jackson

MEMORANDUM

To: Hon. John A. Horhn, Mayor

From: Lorenzo Anderson, P.E. Director
Department of Public Works

Date: July 21, 2026

Subject: Agenda Item for City Council Meeting

Attached you will find an item for the agenda authorizing the Mayor to execute a construction contract with Hemphill Construction Company, Inc. in the amount of $560,751.39 for the Shaw Road Bridge Rehabilitation Project.

This project was originally advertised for bids over a year ago. The initial funding plan was to use Special Sales Tax funds to pay the cost of construction and the Construction Engineering and Inspection Services Contract. However, the Special Sales Tax Commission declined to provide funding for the project, in part, because some members believed that Hinds County was prepared to perform the work. Ultimately, Hinds County declined to fund this project. The Special Sales Tax Commission has continued to decline the approval of funding for this project. Under those circumstances, this Administration has decided to move forward with construction using proceeds from the Infrastructure Modernization Tax Fund Bond issue.

If you have any questions or comments, please do not hesitate to call me.

Evaluation of Bids

Project Number:	Shaw Road Bridge Rehabilitation
Local Public Agency:	City of Jackson (COJ), Mississippi
Bid Opening:	Tuesday, July 22, 2025, 3:30 p.m.

COJ Contact Person:
Henry Chia
Project Director
200 South President Street
Jackson, MS 39201

Engineer/Consultant:
Stephanie S. Vivians
Myriad Engineering Solutions
4780 I-55 North, Suite 100
Jackson, MS 39211

Bids for the referenced project were publicly opened and read on Tuesday, July 22, 2025, 3:30 p.m.., in the City Clerk's Office at 219 South President Street, Jackson, Mississippi. One (1) responsive bid was received and accepted. The bid proposal has been examined, and the apparently lowest responsive bidder is Hemphill Construction Company, Inc with a total bid amount of $560,751.39.

The 1 bid that was received on this project is as follows:

1. Hemphill Construction Co) $ 560,751.39

The bids did not appear to be irregular in any way. All bids were totaled correctly, and the required contract documents were provided accordingly.

The Engineer's Estimate for the project was $ $520,407.78. Based on the results of the bid tabulations, Hemphill Construction Company was the lowest responsive bidder for the project. Their bid was 7.75% greater than the Engineer's Estimate for the total bid. See the attached Bidding Certification that certifies that the bidding process was accomplished in accordance with the Project Development Manual for Local Public Agencies, and that the Procedures for Advertising were followed.

In summary, Myriad Engineering Solutions, LLC it is recommended that the bid of $560,751.39, as submitted by Hemphill Construction Company, be accepted, and a contract be awarded.

Henry Chia
Project Director

Stephanie S. Vivians, P.E.
Project Engineer

P.O. Drawer 879
Florence, MS 39073-0879

HEMPHILL CONSTRUCTION COMPANY FLORENCE, MS SINCE 1983

Phone: 601-932-2060
Fax: 601-932-2550

Municipal & Public Works Construction Heavy & Highway Construction

July 10, 2026

Myriad Engineering Solutions, LLC
4780 I-55 North Suite 100
Jackson, Mississippi 39211

Attn: Stephanie Vivians, P.E.

Re: Shaw Road Bridge Rehabilitation Project
Project No. 24Bxxxx.xxx
Hinds County, MS

Bid Extension

Dear Mrs. Vivians,

Hemphill Construction Company, Inc agrees to extend our bid for the above reference project, which was submitted on July 18th, 2025, through 30 calendar days from today's date.

Please feel free to contact me if you need any additional information.

Thanks,

Stephen Smith, P.E.
Project Manager
Hemphill Construction Company, Inc.
P.O. Drawer 879
Florence, MS
Office 601-932-2060 ext 105
Fax 601-932-2550
Cell 601-750-3263

Bid Tabulation
City of Jackson, Mississippi
Shaw Road Bridge Rehabilitation Project
City Project No. 24Bxxxx

PAY ITEM NO.	DESCRIPTION	UNIT	PLAN QUANTITY	Engineer's Estimate		HEMPHILL	
				UNIT PRICE	ESTIMATED COST	UNIT PRICE	ESTIMATED COST
PATICIPATING ITEMS:							
	EARTHWORK ITEMS						
S-200-A	MOBILIZATION	LS	1	$ 75,000.00	$ 75,000.00	$ 33,500.00	$ 33,500.00
S-201-A	CLEARING AND GRUBBING	LS	1	$ 50,000.00	$ 50,000.00	$ 54,500.00	$ 54,500.00
S-202-B	REMOVAL OF TIMBER BRIDGE	UNIT	1	$ 20,000.00	$ 20,000.00	$ 56,500.00	$ 56,500.00
S-202-C	REMOVAL OF GUARD RAIL	LF	60	$ 20.00	$ 1,200.00	$ 13.50	$ 810.00
S-202-C	REMOVAL OF PIPE, ALL SIZES	LF	10	$ 100.00	$ 1,000.00	$ 125.00	$ 1,250.00
S-202-D	REMOVAL OF ASPHALT PAVEMENT, ALL DEPTHS	SY	150	$ 9.00	$ 1,350.00	$ 24.50	$ 3,675.00
S-203-A	UNCLASSIFIED EXCAVATION, LVM	CY	100	$ 15.00	$ 1,500.00	$ 30.50	$ 3,050.00
S-203-E1	BORROW EXCAVATION (LVM) (CONTRACTOR FURNISHED) (CLASS 9)	CY	100	$ 28.00	$ 2,800.00	$ 46.00	$ 4,600.00
	SUBTOTAL EARTHWORK ITEMS				**$ 152,850.00**		**$ 157,885.00**
	ROADSIDE DEVELOPMENT ITEMS						
S-211-B	TOPSOIL FOR SLOPE TREATMENT, CONTRACTOR FURNISHED (LVM)	CY	25	$ 25.00	$ 625.00	$ 85.00	$ 2,125.00
S-226-A	SOLID SODDING	SY	110	$ 10.00	$ 1,100.00	$ 20.00	$ 2,200.00
S-232-A	GEOTEXTILE FABRIC STABILIZATION (TYPE V) (AOS < 0.43)	SY	25	$ 7.00	$ 175.00	$ 3.50	$ 87.50
S-233-A	TEMPORARY SILT FENCE (TYPE I) (AOS 0.15-0.84)	LF	300	$ 8.00	$ 2,400.00	$ 6.50	$ 1,950.00
S-235-A	WATTLES, 20"	LF	250	$ 10.00	$ 2,500.00	$ 13.50	$ 3,375.00
S-815-A	LOOSE RIPRAP, SIZE 100	TON	50	$ 103.00	$ 5,150.00	$ 105.00	$ 5,250.00
	SUBTOTAL ROADSIDE DEVELOPMENT ITEMS				**$ 11,950.00**		**$ 14,987.50**
	SUBBASE AND BASE ITEMS						
S-304-C	CRUSHED STONE, SIZE 610 (LVM)	CY	25	$ 95.00	$ 2,375.00	$ 300.00	$ 7,500.00
	SUBTOTAL SUBBASE AND BASE ITEMS				**$ 2,375.00**		**$ 7,500.00**
	BITUMINOUS PAVING ITEMS						
S-403-A	ASPHALT, TYPE MT, MIXTURE 9.5 MM	TON	30	$ 280.00	$ 8,400.00	$ 315.00	$ 9,450.00
S-403-A	ASPHALT, TYPE MT, MIXTURE 19 MM	TON	26	$ 350.00	$ 9,100.00	$ 325.00	$ 8,450.00
S-406-A	COLD MILLING OF BITUMINOUS PAVEMENT, ALL DEPTHS	SY	193	$ 25.00	$ 4,827.78	$ 35.00	$ 6,758.89
S-407-A	ASPHALT CEMENT FOR TACK COAT,	GAL	20	$ 5.00	$ 100.00	$ 25.00	$ 500.00
503-C	SAW CUT, FULL DEPTH	LF	45	$ 5.00	$ 225.00	$ 20.00	$ 900.00
	SUBTOTAL BITUMINOUS PAVING ITEMS				**$ 22,652.78**		**$ 26,058.89**
	INCIDENTAL CONSTRUCTION ITEMS						
S-618-A	MAINTENANCE OF TRAFFIC	LS	1	$ 15,000.00	$ 15,000.00	$ 29,750.00	$ 29,750.00
S-618-B	ADDITIONAL CONSTRUCTION SIGNS	SF	100	$ 10.00	$ 1,000.00	$ 10.00	$ 1,000.00

Bid Tabulation
City of Jackson, Mississippi
Shaw Road Bridge Rehabilitation Project
City Project No. 24Bxxxx

PAY ITEM NO.	DESCRIPTION	UNIT	PLAN QUANTITY	UNIT PRICE	ESTIMATED COST	UNIT PRICE	ESTIMATED COST
S-830-C	REFLECTORIZED TRAFFIC OBJECT MARKERS (ENCAPSULATED) (TYPE 3)	EA	4	$ 200.00	$ 800.00	$ 350.00	$ 1,400.00
SP15-A	CONTINGENCY ALLOWANCE	LS	1	$ 35,000.00	$ 35,000.00	$ 35,000.00	$ 35,000.00
	TOTAL INCIDENTAL CONSTRUCTION ITEMS				**$ 51,800.00**		**$ 67,160.00**
	BRIDGE ITEMS						
	STA.						
	23'-0" CLEAR ROADWAY WIDTH; 2 @ 31', PRECAST CONCRETE SPAN						
S-803-A	TEST PILE	EA	2	$ 10,600.00	$ 21,200.00	$ 10,500.00	$ 21,000.00
S-803-B	CONVENTIONAL STATIC PILE LOAD TEST	EA	1	$ 4,000.00	$ 4,000.00	$ 5,000.00	$ 5,000.00
S-803-C	14" PRESTRESSED CONCRETE PILING	LF	660	$ 85.00	$ 56,100.00	$ 90.00	$ 59,400.00
S-803-F	18" PRE-FORMED PILE HOLE	LF	660	$ 10.00	$ 6,600.00	$ 10.00	$ 6,600.00
S-806-A	31' PRECAST CONCRETE SLAB UNIT, 3.5' INTERIOR	EA	10	$ 7,500.00	$ 75,000.00	$ 7,250.00	$ 72,500.00
S-806-B	31' PRECAST CONCRETE SLAB UNIT, CURB	EA	4	$ 5,500.00	$ 22,000.00	$ 8,250.00	$ 33,000.00
S-806-H	BEAM TYPE RAILING WITH CONCRETE POSTS	LF	124	$ 120.00	$ 14,880.00	$ 115.00	$ 14,260.00
S-806-I	25.5' PRECAST CONCRETE SLAB CAP, INTERMEDIATE UNIT, CONCRETE PILE	EA	2	$ 9,600.00	$ 19,200.00	$ 8,275.00	$ 16,550.00
S-806-J	25.5' PRECAST CONCRETE SLAB CAP, END UNIT, CONCRETE PILE	EA	2	$ 9,600.00	$ 19,200.00	$ 8,275.00	$ 16,550.00
S-806-M	7.5' PRECAST CONCRETE WING	EA	4	$ 1,650.00	$ 6,600.00	$ 3,150.00	$ 12,600.00
S-815-A	LOOSE RIPRAP, SIZE 300	TON	152	$ 125.00	$ 19,000.00	$ 105.00	$ 15,960.00
S-815-E	GEOTEXTILE FABRIC , UNDER RIPRAP, TYPE V, AOS 0.21-0.43	SY	2500	$ 4.00	$ 10,000.00	$ 3.50	$ 8,750.00
	TOTAL 24'-0" CLEAR ROADWAY WIDTH; 1@19', 1 @ 31', 1@19', PRECAST CONCRETE SPANS				**$ 273,780.00**		**$ 282,170.00**
	ROADWAY CONSTRUCTION STAKES ITEMS						
699-A	ROADWAY CONSTRUCTION STAKES ALLOWANCE	LS	1	$ 5,000.00	$ 5,000.00	$ 5,000.00	$ 5,000.00
	TOTAL ROADWAY CONSTRUCTION STAKES ITEMS				**$ 5,000.00**		**$ 5,000.00**
	PROJECT TOTAL				$ 520,407.78		$ 560,751.39

Note:
I hereby certify that this is a true and accurate tabulation of bids received at 3:30 P.M. Central Standard Time, Tuesday, July 22, 2025 for the City of Jackson - SHAW ROAD BRIDGE REHABILITATION Project No. 24BXXXX

By: Stephanie Sago Vivians, P.E.
Mississippi Registration No. 18336

STEPHANIE SAGO VIVIANS LICENSED PROFESSIONAL ENGINEER #18336 STATE OF MISSISSIPPI

7/30/2025
Date

39

ORDER ACCEPTING THE BID OF TRUELINE FENCE & PROPERTY, LLC FOR CITY RIGHT-OF-WAY MAINTENANCE SERVICES FOR A TWELVE (12) MONTH TERM WITH THE OPTION TO EXTEND FOR AN ADDITIONAL TWELVE (12) MONTHS FOR WARD 4

WHEREAS, the City Council of the City of Jackson accepted bids for right-of-way maintenance services for a Twelve (12) Month Term with the Option to Extend for an Additional Twelve (12) Months for all seven City Wards; Highway 18, Highway 49/Medgar Evers Boulevard, and Highway 80; and Pascagoula Green Space, JSU Parkway, Court Street Green Space and Road, State Street Bridge (Downtown), and Monument Green Space at the April 7, 2026 regular meeting; and

WHEREAS, MS Yard Barber, LLC, the bidder awarded Ward 4, after initially performing some of the work, was unable to continue providing required services under the terms of the contract; and

WHEREAS, the Department of Public Works then solicited the alternate bidder, Rotolo Consultants, Inc. to begin performing the work under the terms of the contract; and

WHEREAS, Rotolo Consultants, Inc. has been unable to provide the required services under the terms of the contract due to staffing limitations; and

WHEREAS, to obtain a contractor as quickly as possible to provide the right-of-way maintenance services for Ward 4, the Department of Public Works solicited competitive bids from three contractors who submitted a bid in response to the previous Invitation for Bids and are currently performing right-of-way maintenance services for the City; and

WHEREAS, bidders were asked to submit pricing based on the previously advertised Invitation for Bids as follows:

Pricing Sheet			
Company name :			
Item	**Description**	**Unit Price Per Maintenance Cycle**	**Litter & Debris Only Cycle**
1.	WARD 4	$_____ per cycle	$_____ per cycle

WHEREAS, the Solicitation for Bids contemplates a complete cycle every two weeks during the grass growing season from April 1st through October 31st; and contemplates a complete cycle every three weeks during the off season from November 1st through March 31st; and

WHEREAS, bids were opened on June 30, 2026, and three (3) bids were received: Trueline Fence & Property, LLC; Redmond Cleaning & Lawn Services, LLC; and WesCole Services, LLC; and

Agenda Item # 39
July 28, 2026
(Anderson, Horhn)

WHEREAS, Trueline Fence & Property, LLC submitted a bid in the amount of $6,075.00 per cycle; Redmond Cleaning & Lawn Services, LLC submitted a bid in the amount of $5,600.00 per cycle; and WesCole Services, LLC submitted a bid of $5,950.00 per cycle; and

WHEREAS, the Department of Public Works recommends that the governing authorities deem the bid of Trueline Fence & Property, LLC to be the lowest and best bid, and accept the bid consistent with the terms contained in the Solicitation for Bids; and

WHEREAS, though Trueline Fence & Property, LLC is not the lowest bid, in making its recommendation, the Department of Public Works considered the perceived capacity of the bidders, the demonstrated capability of Trueline Fence & Property, LLC to consistently staff its current contracts with sufficient employees and appropriate equipment necessary to timely complete the work, including the removal of garbage and debris from the rights-of-way, this contractor's willingness to assist in organized rights-of-way cleanup projects scheduled by the City; and

WHEREAS, this work is a service that is not required to be bid competitively and the Department of Public Works solicited pricing for the three contractors in an effort to elicit better pricing and for purposes of comparison; and

WHEREAS, since the difference in pricing between Trueline Fence & Property, LLC and the other two bidders is minimal, the Department of Public Works believes the additional cost is outweighed by the consistency and quality of work demonstrated by Trueline Fence & Property, LLC; and

WHEREAS, in addition, the Department of Public Works is working to identify contractors to perform neighborhood right-of-way maintenance work and needs to ensure there is sufficient capacity among the identified right-of-way maintenance contractors to perform this work; and

WHEREAS, the Department of Public Works believes that the two other bidders have equipment and staffing that is better suited for the neighborhood maintenance work.

IT IS, THEREFORE, ORDERED that the bid of Trueline Fence & Property, LLC for City right-of-way maintenance services for a twelve (12)-month term with the option to extend for an additional twelve (12) months for Ward 4 be accepted as the lowest and best bid, consistent with and based on the terms in the Invitation for Bids and at the following pricing:

Item	Description	Unit Price Per Maintenance Cycle	Litter & Debris Only Cycle
1.	Ward 4	$6,075.00	$2,175.00

IT IS FURTHER ORDERED that the acceptance of this bid, which was submitted in response to the Solicitation for Bids, constitutes a binding contract between the City and Trueline Fence & Property, LLC, the terms of which are the Solicitation for Bids and the bids submitted by the bidder.

IT IS FINALLY ORDERED that the acceptance of the bid of MS Yard Barber, LLC for Right-of-Way Maintenance Services for a Twelve (12) Month Term with the Option to Extend for an Additional Twelve (12) Months for Ward 4 and the acceptance of the alternate bid of Rotolo Consultants, Inc. for Ward 4 are both hereby rescinded based on the representations of both bidders that they are unable to perform the work.

Office of the City Attorney

401 E. Capitol Street, Ste 600
Post Office Box 2779
Jackson, Mississippi 39207-2779
Telephone: (601) 960-1799
Facsimile: (601) 960-1756

OFFICE OF THE CITY ATTORNEY
7/22/2024

OFFICE OF THE CITY ATTORNEY

This **ORDER ACCEPTING THE BID OF TRUELINE FENCE & PROPERTY,LLC FOR CITY RIGHT-OF-WAY MAINTENANCE SERVICES FOR A TWELVE (12) MONTH TERM WITH THE OPTION TO EXTEND FOR AN ADDITIONAL TWELVE (12) MONTHS FOR WARD 4** is legally sufficient for placement in NOVUS Agenda.

Sondra O. Moncure
SONDRA MONCURE, *Special Assistant*

7/23/24
DATE

Terry Williamson, *Legal Counsel*

City of Jackson
Department of Public Works

To: Hon. John Horhn, Mayor

From: Lorenzo Anderson, P.E., Director
Department of Public Works

Council Agenda Item Briefing Memo

Agenda Item: ORDER ACCEPTING THE BID OF TRUELINE FENCE & PROPERTY LLC FOR CITY RIGHT-OF-WAY MAINTENANCE SERVICES FOR A TWELVE (12) MONTH TERM WITH THE OPTION TO EXTEND FOR AN ADDITIONAL TWELVE (12) MONTHS FOR WARD 4

Council Meeting: Regular Council Meeting, July 28, 2026

Consultant/Contractor: Trueline Fence & Property, LLC

Purpose: To provide Ward 4 with annual grass cutting maintenance on the major thoroughfares.

Cost: When combined with the previous order, the total cost is not expected to exceed $700,000 annually

Project/Contract Type: Service

Funding Source: 001-460.00.6419

Schedule/Time: Following acceptance by the City Council and issuance of Notice to Proceed

DPW Manager: James Caldwell and Jamikael Kitt

Background: The City of Jackson Public Works Department issued Invitation for Bids for Bid No. 96866-032426 for City right-of-way services for a twelve (12)-month term with an option for an additional twelve (12) months. The bid asked for pricing per cycle for full right-of-way maintenance services and for pricing per cycle for litter and debris pickup only. For the bid, the City was divided into nine (9) different areas; Ward 1; Ward 2; Ward 3; Ward 4; Ward 5; Ward 6; Ward 7; Highways 18, 80, and 49/Medgar Evers Boulevard; and Pascagoula Green Space, JSU Parkway, Court Street Green Space and Road, State Street Bridge (Downtown), and Monument Green Space. Bidders could submit bids on some or all of the Wards or areas, which was completely at their discretion.

The bids as originally awarded at the April 7, 2026 meeting were as follows:

Item	Description	Original Contractor Awarded Bid	Unit Price Per Maintenance Cycle	Litter & Debris Only Cycle
1.	WARD 1	MS Yard Barber, LLC	$750.00 per cycle	$125.00 per cycle
2.	WARD 2	Trueline Fence & Property, LLC	$2,650.00 per cycle	$900.00 per cycle
3.	WARD 3	Trueline Fence & Property, LLC	$3,200.00 per cycle	$1000.00 per cycle
4.	WARD 4	MS Yard Barber, LLC	$5,169.25 per cycle	$1,000.00 per cycle
5.	WARD 5	MS Yard Barber, LLC	$1,938.75 per cycle	$450.00 per cycle
6.	WARD 6	Rotolo Consultants, Inc.	$3,097.34 per cycle	$648.66 per cycle
7.	WARD 7	MS Yard Barber, LLC	$3,667.30 per cycle	$800.00 per cycle
8.	Highway 18, Highway 49/Medgar Evers Boulevard, & Highway 80	MS Yard Barber, LLC	$6,700.00 per cycle	$1,600.00 per cycle
9.	Pascagoula Green Space, JSU Parkway, Court Street Green Space and Road, State Street Bridge (Downtown), Monument Green Space	Rotolo Consultants, Inc.	$941.54 per cycle	$231.87 per cycle
	Total per cycle		$28,114.18 per cycle	

Subsequent to the previous order awarding Ward 7 to WesCole Services, LLC, MS Yard Barber, LLC was unable to perform work in Ward 1 and the alternate bidder, Trueline Fence & Property, LLC, began

performing the work at its alternate bid price of $1,000.00 per cycle. With an award of Ward 4 to Trueline Fence & Property, LLC, the companies performing work and the per cycle prices are as follows:

Item	Description	Original Contractor Awarded Bid	Unit Price Per Maintenance Cycle
1.	WARD 1	Trueline Fence & Property, LLC	$1000.00 per cycle
2.	WARD 2	Trueline Fence & Property, LLC	$2,650.00 per cycle
3.	WARD 3	Trueline Fence & Property, LLC	$3,200.00 per cycle
4.	WARD 4	Trueline Fence & Property, LLC	$6,075.00 per cycle
5.	WARD 5	Trueline Fence & Property, LLC	$2,450.00 per cycle
6.	WARD 6	Rotolo Consultants, Inc.	$3,097.34 per cycle
7.	WARD 7	WesCole Services, LLC	$5,000.00 per cycle
8.	Highway 18, etc.	Rotolo Consultants, Inc.	$6,882.01 per cycle
9.	Pascagoula Green Space, etc.	Trueline Fence & Property, LLC	$2,975.00 per cycle
	Total per cycle		$33,329.35 per cycle

The Department of Public Works is recommending that the bid of Trueline Fence & Property, LLC be accepted as the lowest and best bid. Trueline Fence & Property, LLC has properly and thoroughly performed all the bids it originally won, Wards 2, 3 & 5, and those Wards that it has taken over as the alternate bidder, Ward 1, and the Pascagoula Green Space, JSU Parkway, Court Street Green Space and Road, State Street Bridge (Downtown), Monument Green Space. They have shown themselves capable of performing their work, and possess appropriate levels of staffing and the proper equipment. The Department would prefer to award Ward 4 to Trueline, and use Redmond and WesCole to perform the upcoming contracts for neighborhood rights-of-way maintenance.

Finally, since this is a service contract, there is no requirement that the work be bid competitively. Bids were solicited for the purpose of obtaining a range of prices. Since there is little difference in price between Trueline and the other two bidders, the Department believes the greater certainty that Trueline will be capable of performing the services is worth the minimal additional cost.

Please contact me if you have any questions.

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

July 21 2026

	POINTS	COMMENTS
1.	**Brief Description/Purpose**	**ORDER ACCEPTING THE BID OF TRUELINE FENCE & PROPERTY LLC FOR CITY RIGHT-OF-WAY MAINTENANCE SERVICES FOR A TWELVE (12) MONTH TERM WITH THE OPTION TO EXTEND FOR AN ADDITIONAL TWELVE (12) MONTHS FOR WARD 4**
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	Quality of Life Neighborhood Enhancement
3.	**Who will be affected**	Residents of Ward 4
4.	**Benefits**	The City of Jackson's right-of-way requires annual grass cutting maintenance on the major thoroughfares in the City of Jackson
5.	**Schedule (beginning date)**	Upon issuance of a notice to proceed
6.	**Location:** **WARD** **CITYWIDE (yes or no)(area)** **Project limits if applicable**	Ward 4
7.	**Action implemented by:** **City Department** **Consultant**	Department of Public Works, Solid Waste Division
8.	**COST**	$6,075.00 per maintenance cycle during the cutting season (April–October, two-week cycle) and during the off-season (November–March, three-week cycle).
☐ ☐ ☐ ☐ 9.	**Source of Funding** **General Fund** **Grant** **Bond** **Other**	Enterprise Fund/ **001-460.00.6419**

SOLICITATION FOR BIDS

TWELVE-MONTH CONTRACT WITH 12-MONTH OPTIONS TO EXTEND FOR CITY RIGHT-OF-WAY MAINTENANCE FOR WARD 4 ONLY

The City of Jackson is soliciting competitive bids for a Twelve-Month Contract with 12-month Options to Extend for City Right-of-Way Maintenance for Ward 4 only. The City was unable to secure a contractor to perform the Right-of-Way Maintenance services under the City's recent Invitation for Bids. Copies of all documents provided to contractors is attached for your convenience. The terms of this solicitation for bids are contained in the attached documents.

Please use the attached Proposal Form to submit your bid. **BIDS MUST BE SUBMITTED BY 5:00 P.M. ON TUESDAY, JUNE 30, 2026 TO BE CONSIDERED.**

[PLEASE RETURN THIS SECTION IN ITS ENTIRETY]

PROPOSAL FORM	
DELIVERY INSTRUCTIONS:	Submit one (1) original and six (4) copies of your BID Package
DELIVERY ADDRESS:	To: JaMikael Kitt, Project Manager Solid Waste Division, 5th Floor, Warren Hood Administration Building 200 S. President Street, Jackson, MS 39201
ELETRONIC DELIVERY:	jkitt@jacksonms.gov; cc: twilliamson@jacksonms.gove
NOTE THE FOLLOWING ON THE OUTSIDE OF YOUR ENVELOPE:	"12-Month Contract with 12-Month Options extend for City Right-of-Way Maintenance of Ward 4"
NOTE THE FOLLOWING IN THE SUBJECT LINE OF YOUR EMAIL IF SUBMITTING YOUR BID ELECTRONICALLY:	"12-Month Contract with 12-Month Options extend for City Right-of-Way Maintenance of Ward 4"

I. **This bid is for Ward 4 only**

II. **THE LITTER & DEBRIS CYCLE ONLY WILL NOT BE USED TO EVALUATE BIDS. IT WILL BE USED TO ESTABLISH PRICING FOR LITTER & DEBRIS CYCLE ON AN AS-REQUESTED BASIS, PARTICULARLY DURING THE MONTHS OF NOVEMBER THROUGH FEBRUARY.**

III. By submitting its bid, the Bidder agrees to be bound by the terms of the Invitation to Bid.

IV. The Bid is valid for 90 days after bid opening, to make an award, or this Bid is good for the term of the Bid stated, if a term bid. If Bid is good for longer than 90 days for an award, then state how long this Bid is good for

_____.

V. Sales tax and federal excise tax are not to be included in above price.

VI. The City of Jackson assumes no tax liability.

In accordance with your June 29, 2026 email soliciting bids, I bid as follows:

Pricing Sheet			
Company name: Trueline Fence & Property LLC			
Item	**Description**	**Unit Price Per Maintenance Cycle**	**Litter & Debris Only Cycle**
4	WARD 4	$ 6,075.00 per cycle	$ 2,175.00 per cycle

Bidder should list the equipment it intends to use to complete the work:

Equipment		
Company name: Trueline Fence & Property LLC		
Item	**Description**	**Equipment**
4	WARD 4	2 Commercial Zero Turns 1 Batwing 15ft Tractor and support trailer for litter and debris

5.1 Optional Vegetation Management Services

Chemical Growth Retardant Spraying (Optional)

The City of Jackson is requesting optional pricing for the application of approved chemical growth retardants to reduce grass and vegetation growth along designated right-of-way and gateway corridors. This optional service may be utilized at the City's discretion.

Tree Canopy Pruning and Vegetation Trimming (Optional)

Optional pricing is requested for pruning of small trees, low-hanging branches, and bushes within right-of-way and gateway corridors to maintain visibility, safety, and mowing efficiency. Removal of large trees is excluded unless authorized in writing.

Proposer Site Review and Field Verification

Each proposer is responsible for inspecting all work areas prior to submitting a bid, including areas requiring pruning of small trees and bushes. By submitting a bid, the proposer acknowledges that all conditions have been considered.

OPTIONAL VEGETATION MANAGEMENT BID FORMS

Bid Form A: Chemical Growth Retardant Spraying

Area	Frequency	Unit Price
Gateway Corridors	As Directed	$ 250.00
Major ROW	As Directed	$ 250.00
Other	As Directed	$ 250.00

Bid Form B: Tree Canopy Pruning

Area	Unit	Unit Price
Gateway Corridors	Per Hour / Per Location	$ 250.00
Major ROW	Per Hour / Per Location	$ 250.00
Other	Per Hour / Per Location	$ 250.00

5.2 Proposer Contact Information Form

Proposer General Information:

Twelve-Month (12) Month Contract with 12-Month Options to Extend for City Right-of-Way Maintenance for Ward 4

Solid Waste Division, Department of Public Works

Legal Company Name:

(Proposer to include response here)
Trueline Fence & Property LLC

Proposer Headquarters Address: (Street, City, State and Zip Code):

(Proposer to include response here)
123 Fulgham Rd, Yazoo City, MS, 39194

Authorized Company Representative:

(Proposer to include response here)
Spencer Madden Owner

Proposer Contact Information (Email and Phone):

(Proposer to include response here)
Truelinepropertyllc@gmail.com 601-918-2377

State of Incorporation (Ex. Mississippi):

(Proposer to include response here)
Mississippi

Signature of Person Submitting Proposal:

X _____

Date: June 29th, 2026

PARTICULARLY DURING THE MONTHS OF NOVEMBER THROUGH FEBRUARY.

III. By submitting its bid, the Bidder agrees to be bound by the terms of the Invitation to Bid.

IV. The Bid is valid for 90 days after bid opening, to make an award, or this Bid is good for the term of the Bid stated, if a term bid. If Bid is good for longer than 90 days for an award, then state how long this Bid is good for _____.

V. Sales tax and federal excise tax are not to be included in above price.

VI. The City of Jackson assumes no tax liability.

In accordance with your June 29, 2026 email soliciting bids, I bid as follows:

Pricing Sheet			
Company name: Redmond's Cleaning + Lawn			
Item	Description	Unit Price Per Maintenance Cycle	Litter & Debris Only Cycle
4	WARD 4	$ 560 per cycle	$ 150.00 per cycle

Bidder should list the equipment it intends to use to complete the work:

Equipment			
Company name: _____			
Item	Description	Equipment	
4	WARD 4	Zero Mower and Tractor	

5.1 Optional Vegetation Management Services

Chemical Growth Retardant Spraying (Optional)

The City of Jackson is requesting optional pricing for the application of approved chemical growth retardants to reduce grass and vegetation growth along designated right-of-way and gateway corridors. This optional service may be utilized at the City's discretion.

Tree Canopy Pruning and Vegetation Trimming (Optional)

Optional pricing is requested for pruning of small trees, low-hanging branches, and bushes within right-of-way and gateway corridors to maintain visibility, safety, and mowing efficiency. Removal of large trees is excluded unless authorized in writing.

Proposer Site Review and Field Verification

Each proposer is responsible for inspecting all work areas prior to submitting a bid, including areas requiring pruning of small trees and bushes. By submitting a bid, the proposer acknowledges that all conditions have been considered.

OPTIONAL VEGETATION MANAGEMENT BID FORMS

Bid Form A: Chemical Growth Retardant Spraying

Area	Frequency	Unit Price
Gateway Corridors	As Directed	$ 300.00
Major ROW	As Directed	$ 1
Other	As Directed	$ 1

Bid Form B: Tree Canopy Pruning

Area	Unit	Unit Price
Gateway Corridors	Per Hour / Per Location	$ 300.00
Major ROW	Per Hour / Per Location	$ 1
Other	Per Hour / Per Location	$ 1

5.2

5.3 **Proposer Contact Information Form**

Proposer General Information:

Twelve-Month (12) Month Contract with 12-Month Options to Extend for City Right-of-Way Maintenance for Ward 4

Solid Waste Division, Department of Public Works

Legal Company Name: Redmonds Cleaning + Lawn Service

(Proposer to include response here)

Proposer Headquarters Address: (Street, City, State and Zip Code): 2511 Jimmy Williams Rd Clinton, MS. 39056

(Proposer to include response here)

Authorized Company Representative: Morgan Redmond

(Proposer to include response here)

Proposer Contact Information (Email and Phone):

(Proposer to include response here) 601-926-0266
Redmond cleaningand lawn@gmail.com

State of Incorporation (Ex. Mississippi): Mississippi

(Proposer to include response here)

Signature of Person Submitting Proposal:

x Morgan Redmond

Date: 12-30-26, **2026**

specifications, can you please state which roads, streets, boulevards, and highways fall into each category?

a. Application areas are at the contractor discretion.

21. Could start and end points be given for the roads, streets, boulevards, and highways listed in the specifications to help ensure there is no discrepancy between bidders' and the City of Jackson's measurements?

    a. Services apply to entire corridor within City limits unless otherwise specified.

22. Can you provide the addresses to the following locations listed in the specifications: Pascagoula Green Space, JSU Parkway, Court Street Green Space and Road, State Street Bridge (Downtown), Monument Green Space?

    a. These locations do not have specific mailing addresses. Reference attachments provided as Attachments A-E.

23. Under 'contractor coordination requirements' it states the following: "1. Where corridors extend into multiple wards, the contractor shall service the entire designated right-of-way segment within City limits." "2. Work shall not be limited strictly to ward boundaries where a corridor is continuous". Can you confirm if wards are awarded to separate contractors, those contractors will only be responsible for services on locations within their ward only?

    a. Clarification provided on Addendum 1.

24. Please confirm whether all streets within the various colored area boundaries on the provided Ward maps are to be included, or only the specified list of streets provided.

    a. Both maps and street list should be used for bidding.

25. What should the mowing width be for Hwy 18, Hwy 49/Medgar Evers, Hwy 80, & Green Spaces? Specifications state that the 25' limit does not apply to these locations.

    a. Maintain to the tree line, fence line, or curb boundary.

26. Section 6. Appendix mentions estimated mileage but only acreage is provided. Can mileage also be provided as described?

    a. The estimated mileage is 387 miles. This does not include Hwy 18, Hwy 49, the Greenspace, JSU Parkway, State Street Bridge or the Court Street Greenspace.

27. Does the contractor have to submit an EBO form/packet?

    a. No EBO form is required.

CLARIFICATION REGARDING STREETS THAT CROSS MULTIPLE WARDS

During the pre-proposal meeting, a question was raised regarding streets that extend across multiple Wards, specifically: *"If a street such as Woodrow Wilson spans Ward 3 and Ward 7, should the contractor continue services into the adjacent Ward?"*

To eliminate any potential ambiguity, the City will designate specific start and stop points for all streets that traverse multiple Wards. These defined limits are intended to ensure that contractors do not inadvertently perform services outside of their awarded Ward.

Accordingly, contractors shall be responsible only for providing grass maintenance services within the boundaries of the Ward(s) awarded under the contract. Under no circumstances shall services extend beyond the assigned Ward limits.

Acknowledgment of Receipt of Addendum No. 1

All Proposers are directed to sign and date this form in the space provided below and submit with their Proposal to verify receipt and acknowledgement of this addendum.

VERIFICATION OF RECEIPT AND ACKNOWLEDGEMENT

Signature: 

Redmond Cleaning + Lawn Service

Company:

6/30/24

Date:

[PLEASE RETURN THIS SECTION IN ITS ENTIRETY]

PROPOSAL FORM	
DELIVERY INSTRUCTIONS:	Submit one (1) original and six (4) copies of your BID Package
DELIVERY ADDRESS:	To: JaMikael Kitt, Project Manager Solid Waste Division, 5th Floor, Warren Hood Administration Building 200 S. President Street, Jackson, MS 39201
ELETRONIC DELIVERY:	jkitt@jacksonms.gov; cc: twilliamson@jacksonms.gove
NOTE THE FOLLOWING ON THE OUTSIDE OF YOUR ENVELOPE:	"12-Month Contract with 12-Month Options extend for City Right-of-Way Maintenance of Ward 4"
NOTE THE FOLLOWING IN THE SUBJECT LINE OF YOUR EMAIL IF SUBMITTING YOUR BID ELECTRONICALLY:	"12-Month Contract with 12-Month Options extend for City Right-of-Way Maintenance of Ward 4"

I. **This bid is for Ward 4 only**

II. **THE LITTER & DEBRIS CYCLE ONLY WILL NOT BE USED TO EVALUATE BIDS. IT WILL BE USED TO ESTABLISH PRICING FOR LITTER & DEBRIS CYCLE ON AN AS-REQUESTED BASIS, PARTICULARLY DURING THE MONTHS OF NOVEMBER THROUGH FEBRUARY.**

III. By submitting its bid, the Bidder agrees to be bound by the terms of the Invitation to Bid.

IV. The Bid is valid for 90 days after bid opening, to make an award, or this Bid is good for the term of the Bid stated, if a term bid. If Bid is good for longer than 90 days for an award, then state how long this Bid is good for 12 months.

V. Sales tax and federal excise tax are not to be included in above price.

VI. The City of Jackson assumes no tax liability.

In accordance with your June 29, 2026 email soliciting bids, I bid as follows:

Pricing Sheet			
Company name: WesCole Services LLC			
Item	Description	Unit Price Per Maintenance Cycle	Litter & Debris Only Cycle
4	WARD 4	$ 3950.00 per cycle	$ 2500.00 per cycle

Bidder should list the equipment it intends to use to complete the work:

Equipment		
Company name: WesCole Services LLC		
Item	Description	Equipment
4	WARD 4	zero turns blowers hegdes edger weedeater

5.1 Optional Vegetation Management Services

Chemical Growth Retardant Spraying (Optional)

The City of Jackson is requesting optional pricing for the application of approved chemical growth retardants to reduce grass and vegetation growth along designated right-of-way and gateway corridors. This optional service may be utilized at the City's discretion.

Tree Canopy Pruning and Vegetation Trimming (Optional)

Optional pricing is requested for pruning of small trees, low-hanging branches, and bushes within right-of-way and gateway corridors to maintain visibility, safety, and mowing efficiency. Removal of large trees is excluded unless authorized in writing.

Proposer Site Review and Field Verification

Each proposer is responsible for inspecting all work areas prior to submitting a bid, including areas requiring pruning of small trees and bushes. By submitting a bid, the proposer acknowledges that all conditions have been considered.

OPTIONAL VEGETATION MANAGEMENT BID FORMS

Bid Form A: Chemical Growth Retardant Spraying

Area		Frequency	Unit Price
Gateway Corridors	Directed	As	$_____
Major ROW	Directed	As	$_____
Other	Directed	As	$_____

Bid Form B: Tree Canopy Pruning

Area	Unit	Unit Price
Gateway Corridors	Per Hour / Per Location	$_____
Major ROW	Per Hour / Per Location	$_____
Other	Per Hour / Per Location	$_____

5.3 Proposer Contact Information Form

Proposer General Information:

Twelve-Month (12) Month Contract with 12-Month Options to Extend for City Right-of-Way Maintenance for Ward 4

Solid Waste Division, Department of Public Works

Legal Company Name:

(Proposer to include response here)
Wesble Services LLC

Proposer Headquarters Address: (Street, City, State and Zip Code):

(Proposer to include response here)
4444 Whip poor will st Jackson MS 39204

Authorized Company Representative:

(Proposer to include response here)
Jakobe Wesley

Proposer Contact Information (Email and Phone):

(Proposer to include response here)
wcservicesllc1@gmail.com / (601) 454-1212

State of Incorporation (Ex. Mississippi):

(Proposer to include response here)
Mississippi

Signature of Person Submitting Proposal:

X _____

Date: June 30, 2026

Addendum No. 1
March 19, 2026

Acknowledgment of Receipt of Addendum No. 1
All Proposers are directed to sign and date this form in the space provided below and submit with their Proposal to verify receipt and acknowledgement of this addendum.

VERIFICATION OF RECEIPT AND ACKNOWLEDGEMENT

Signature:

Company: WesCole Services LLC

Date: June 30, 2026

Addendum No. 1
March 19, 2026

Questions posed about Right-of-Way Maintenance- March 2026 IFB# 96866-032426:

1. First these are some long streets like Northside Dr and Forest Av. How do you film these long streets for before and after pictures. It would be a long video.
    a. **Contractors are encouraged to document work progress through clear photographic documentation rather than continuous video recording. Photos should adequately capture representative conditions before and after service along the corridor.**
2. Also where does HWY 49 begin and end.
    a. **Highway 49 within the City's maintenance scope extends from Cynthia Road to Northside Drive.**
3. On bridges starting at the top of bridge such as Forest Av and Hwy 2-20. Do you cut from the top to the bottom of the bridge down to the Highway.
    a. **The City maintains right-of-way up to where State maintenance begins. These limits are marked with signage. Grass cutting is not performed on State highway right-of-way areas.**
4. Do we have to cut homeowners yards?
    a. **No. Contractors are responsible only for public right-of-way maintenance and not private residential property.**
5. Will there be a meeting to open the bid proposal for every vendor that placed a bid?
    a. **The bid opening will occur March 24, 2026, at 3:30 PM in City Hall Council Chambers and is open to the public.**
6. Will price increases be allowed during the optional 12-month renewal based on the consumer pricing index (CPI)?
    a. **No. No price adjustments will be permitted during the optional renewal period.**
7. Will there be an online bid opening meeting option?
    a. **No. The bid opening will be conducted in person only. Bidders are no required to attend the bid opening.**
8. How soon after the bid opening should bidders expect to hear news of intent to award?
    a. **Notification will be issued following City Council Approval.**
9. The specifications state that there are to be bi-weekly services from April to the end of October as well as once a month for January – March, November, and December; can you confirm the minimum required number of service visits come out to 21 annually?
    a. **No. The minimum annual service frequency is twenty (20) service visits per year, consisting of fifteen (15) bi-weekly visits from April through October and five (5) monthly visits from January through March and November through December.**
10. Can you confirm contractors are to maintain only up to private property if the area is closer to the road edge than the 25-foot limit?
    a. **Contractors shall maintain the public right-of-way up to private property limits or designated right-of-way width.**
11. Can you please confirm only the medians on Hwy 18, Hwy 49/Medgar Evers, and Hwy 80 are excluded and contractors are to maintain all other medians with regard to the listed roads, streets, and boulevards?
    a. **Medians and side arms are included in the maintenance scope unless otherwise specified.**
12. The specifications state that contractors shall work Monday – Friday with a minimum of 40 hours per week per ward awarded; does this mean that each ward should have a total of 52 service visits annually? Specifications seem to state a much lesser frequency with bi-weekly services for 7 months and monthly services for the remaining 5 months.
    a. **The 40-hour requirement refers to staffing capacity, not number of service visits.**

13. The specifications state 'that the contractor shall be responsible for maintenance, repairs, and/or replacement of all signs and safety devices.' Will this only for items that the contractor damages or is this considered general maintenance?
    a. **Contractors are responsible only for damage caused by their operations.**
14. Will the City of Jackson consider repair, replacement, and maintenance of signs and safety devices not caused by contractor damage as a billable item separate from the contract?
    a. **No. The City retains responsibility for damages not caused by contractors.**
15. Can you please confirm that contractors will be responsible for naturally occurring water damage? What is an example of naturally occurring water damage that could happen as a result of contractor negligence? Does this include contractor responsibility for storm damage or other acts of God?
    a. Contractors are not responsible for storm or naturally occurring damage.
16. What specific situations would cause a contractor to be responsible for damages 'allowed by contractor' as at most locations the contractor may be there for a few hours once every 2 weeks with regard to the specifications' maintenance schedule?
    a. Contractors are responsible for damage due to negligence or improper operations.
17. Where it states that contractors are to answer complaint and/or emergency calls within 2 hours and corrective action shall be complete within eight (8) hours, does this include hours outside of a normal workday (ex. 8am – 5pm)?
    a. No. Response times apply during normal operating hours.
18. The specifications state that contractors are to be familiar with irrigation meters and valve locations; is irrigation monitoring part of the contractor's responsibility? If so, how many zones of irrigation will the contractor have to monitor at each location under the scope of work?
    a. Relevant irrigation information will be provided to awarded contractors.
19. For the optional chemical growth retardant 'Bid Form A', it asks for unit price. Is this unit price supposed to include a one-time application of all 'Gateway Corridors, Major ROW, and Other'?
    a. **Unit price represents cost per application per unit area.**
20. If the optional chemical growth retardant will cover the 3 individual groups mentioned under it in the specifications, can you please state which roads, streets, boulevards, and highways fall into each category?
    a. **Application areas are at the contractor discretion.**
21. Could start and end points be given for the roads, streets, boulevards, and highways listed in the specifications to help ensure there is no discrepancy between bidders' and the City of Jackson's measurements?
    a. **Services apply to entire corridor within City limits unless otherwise specified.**
22. Can you provide the addresses to the following locations listed in the specifications: Pascagoula Green Space, JSU Parkway, Court Street Green Space and Road, State Street Bridge (Downtown), Monument Green Space?
    a. **These locations do not have specific mailing addresses. Reference attachments provided as Attachments A-E.**
23. Under 'contractor coordination requirements' it states the following: "1. Where corridors extend into multiple wards, the contractor shall service the entire designated right-of-way segment within City limits." "2. Work shall not be limited strictly to ward boundaries where a corridor is continuous". Can you confirm if wards are awarded to separate contractors, those contractors will only be responsible for services on locations within their ward only?
    a. Clarification provided on Addendum 1.
24. Please confirm whether all streets within the various colored area boundaries on the provided Ward maps are to be included, or only the specified list of streets provided.
    a. **Both maps and street list should be used for bidding.**
25. What should the mowing width be for Hwy 18, Hwy 49/Medgar Evers, Hwy 80, & Green Spaces? Specifications state that the 25' limit does not apply to these locations.

   a. **Maintain to the tree line, fence line, or curb boundary.**

26. Section 6. Appendix mentions estimated mileage but only acreage is provided. Can mileage also be provided as described?
    a. **The estimated mileage is 387 miles. This does not include Hwy 18, Hwy 49, the Greenspace, JSU Parkway, State Street Bridge or the Court Street Greenspace.**
27. Does the contractor have to submit an EBO form/packet?
    a. **No EBO form is required.**

CLARIFICATION REGARDING STREETS THAT CROSS MULTIPLE WARDS

During the pre-proposal meeting, a question was raised regarding streets that extend across multiple Wards, specifically: *"If a street such as Woodrow Wilson spans Ward 3 and Ward 7, should the contractor continue services into the adjacent Ward?"*

To eliminate any potential ambiguity, the City will designate specific start and stop points for all streets that traverse multiple Wards. These defined limits are intended to ensure that contractors do not inadvertently perform services outside of their awarded Ward.

Accordingly, contractors shall be responsible only for providing grass maintenance services within the boundaries of the Ward(s) awarded under the contract. Under no circumstances shall services extend beyond the assigned Ward limits.

User Actions

View Filed Documents Opt-in or Opt-out of Email updates Print Business Details

Name History

Name	Name Type
Trueline Fence & Property LLC	Legal

Business Information

Business Type:	Limited Liability Company
Business ID:	1533443
Status:	Good Standing
Effective Date:	02/28/2026
State of Incorporation:	Mississippi
Principal Office Address:	NO PRINCIPAL OFFICE ADDRESS FOUND

Registered Agent

Name

Spencer Madden
1027 Moses Rd
Raymond, MS 39154

Officers & Directors

Name	Title
Spencer Madden 1027 Moses Rd Raymond, MS 39154	Manager

40

OFFICE OF THE CITY ATTORNEY
7/17/2026

ORDER RATIFYING PROCUREMENT OF PARTS FOR IN-HOUSE REPAIRS TO VEHICLES AND EQUIPMENT FROM SOUTHERN HOSE & GASKET OF MS, LLC AND AUTHORIZING PAYMENT TO SAID VENDOR FROM THE DEPARTMENT OF PUBLIC WORKS, MUNICIPAL GARAGE

WHEREAS, the Department of Public Works, Municipal Garage Division had need of certain parts to make repairs to City vehicles and equipment; and

WHEREAS, due to exigent circumstances, the procurement of the necessary parts from Southern Hose & Gasket of MS, LLC was done without prior approval by the City Purchasing Manager or the City Council of the City of Jackson; and

WHEREAS, the parts set forth in certain invoices attached hereto were provided to the Department of Public Works, Municipal Garage Division, and the in-house vehicle and equipment repairs have been completed.

IT IS, THEREFORE, ORDERED that the procurement of parts used for in-house vehicle and equipment repairs from Southern Hose & Gasket of MS, LLC in the amount of $600.13, as shown in the invoices attached and made a part of the minutes, is hereby ratified.

IT IS FURTHER ORDERED that payment in the amount of $600.13 to Southern Hose & Gasket of MS, LLC for parts supplied for in-house vehicle and equipment repairs, consistent with the attached invoices, is authorized.

Agenda Item # 40
July 28, 2026
(Anderson, Horhn)

Office of the City Attorney

401 E. Capitol Street [illegible]
Post Office Box 27[illegible]
Jackson, Mississippi 3[illegible]
Telephone: (601) 960-17[illegible]
Facsimile: (601) 960-1[illegible]

OFFICE OF THE CITY ATTORNEY
7/22/2026

OFFICE OF THE CITY ATTORNEY

This **ORDER RATIFYING PROCUREMENT OF PARTS FOR IN-HOUSE REPAIRS TO VEHICLES AND EQUIPMENT FROM SOUTHERN HOSE & GASKET OF MS, LLC AND AUTHORIZING PAYMENT TO SAID VENDOR FROM THE DEPARTMENT OF PUBLIC WORKS, MUNICIPAL GARAGE** is legally sufficient for placement in NOVUS Agenda.

Sondra P. Moncure

SONDRA MONCURE, *Special Assistant*

7/22/2026
DATE

Terry Williamson, *Legal Counsel* TW

CITY COUNCIL AGENDA ITEM 10 POINT DATASHEET

July 21, 2026
DATE

(as revised 3/6/01)

	POINTS	COMMENTS
1.	**Brief Description / Purpose**	**ORDER RATIFYING PROCUREMENT OF PARTS FOR IN-HOUSE REPAIRS TO VEHICLES AND EQUIPMENT FROM SOUTHERN HOSE & GASKET OF MS, LLC AND AUTHORIZING PAYMENT TO SAID VENDOR FROM THE DEPARTMENT OF PUBLIC WORKS, MUNICIPAL GARAGE**
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	6. Infrastructure & Transportation
3.	**Who will be affected**	Employees using City vehicles and equipment
4.	**Benefits**	The Municipal Garage Division will use these funds to pay overdue invoices for parts used for in-house repairs procured from Southern Hose & Gasket of MS.
5.	**Schedule (beginning date)**	Upon approval, payment will be placed on the claims docket
6.	**Location:** ▪ **WARD** ▪ **CITYWIDE (yes or no) (area)** ▪ **Project limits if applicable**	Municipal Garage
7.	**Action implemented by:** ▪ **City Department** ▬ ▪ **Consultant** ☐	Department of Public Works, Municipal Garage
8.	**COST**	$600.13
9.	**Source of Funding** ▪ **General Fund** ▬ ▪ **Grant** ☐ ▪ **Bond** ☐ ▪ **Other** ☐	Various accounts depending on the vehicle or equipment repaired.

City of Jackson
Department of Public Works

Council Agenda Item Memorandum

To: Hon. John Horhn, Mayor

From: Lorenzo Anderson, P.E, Director
Department of Public Works

Date: July 21, 2026

Agenda Item: **ORDER RATIFYING PROCUREMENT OF PARTS FOR IN-HOUSE REPAIRS TO VEHICLES AND EQUIPMENT FROM SOUTHERN HOSE & GASKET OF MS, LLC AND AUTHORIZING PAYMENT TO SAID VENDOR FROM THE DEPARTMENT OF PUBLIC WORKS, MUNICIPAL GARAGE**

Council Meeting:	Regular Council Meeting, July 28, 2026
Purpose:	To authorize payment for parts provided by Southern Hose & Gasket of MS, LLC that were used in in-house vehicle and equipment repairs by the Municipal Garage Division
Cost:	$600.13
Project/Contract Type:	N/A
Funding Source:	Several accounts
Schedule/Time:	On approval by City Council
DPW Manager:	Lorenzo Anderson
Background:	The Municipal Garage Division will use these funds to pay overdue invoices for parts used for in-house repairs procured from Southern Hose & Gasket of MS.

Southern Hose & Gasket of MS
www.southernhose.com

4958 Hwy 80 West
Jackson, MS 39284
601-922-9990

Remit: PO Box 7595
Jackson, MS 39284

Invoice

*****INVOICE***** 250252

SOLD TO:
CITY OF JACKSON
ACCOUNTS PAYABLE
P. O. BOX 17
JACKSON, MS 39205

SHIP TO:
CITY OF JACKSON
BRIDGE/ DRAINAGE
SHERMAN/ISAAC
TRUCK #790

INVCE#	INVCE-DATE	SALESPERS	REQ-DATE	SHIP VIA	WGHT	PGE
250252	APR 03 2024	001	APR 01 2024	WILL CALL		

CUST#	CUST PO NUMBER	DOC-REQ#	SUB TERMS	FREIGHT TRMS	FOB	INSD SALES
CIT125	99240180	BRIDGE/DRAIN	01 1% 10 NET 30	PREPAID & AD	ORIGIN	DLB

	OR'D	SHIP	BKOR	PRODUCT	UNIT	DESCRIPTION	UNIT $	EXTENDED
P	1	1		F16NPT16	EA	1 CRIMP X 1 MALE NPT HPBU SPOR	19.0630	19.06
P	1	1		CUT/CRIMP/1.00	EA	CUT/CRIMP/ASSEMBLE	17.60	17.60

SUB-TOTAL AMOUNT 36.66
SALES TAX

IF PAID BY APR 13 2024 YOU MAY TAKE A DISC. OF 0.37 TOTAL 36.66

THANK YOU FOR YOUR BUSINESS!

Southern Hose
& Gasket of MS
www.southernhose.com

4958 Hwy 80 West
Jackson, MS 39284
601-922-9990

Remit: PO Box 7595
Jackson, MS 39284

Invoice

*****INVOICE***** 258769

SOLD TO:
CITY OF JACKSON
ACCOUNTS PAYABLE
P. O. BOX 17
JACKSON, MS 39205

SHIP TO:
CITY OF JACKSON

INVCE#	INVCE-DATE	SALESPERS	REQ-DATE	SHIP VIA	WGHT	PGE
258769	JAN 10 2025	001		WILL CALL		

CUST#	CUST PO NUMBER	DOC-REQ#	SUB TERMS	FREIGHT TRMS	FOB	INSD SALES
CIT125	TRUCK 909		1% 10 NET 30	PREPAID & AD	ORIGIN	ADC

	OR'D	SHIP	BKOR	PRODUCT	UNIT	DESCRIPTION	UNIT $	EXTENDED
P	1	1		HHA	EA	CRIMP F16NP16 ON CUST HOSE	50.00	50.00

SUB-TOTAL AMOUNT	50.00
SALES TAX	

IF PAID BY JAN 20 2025 YOU MAY TAKE A DISC. OF 0.50 TOTAL 50.00

THANK YOU FOR YOUR BUSINESS!

Southern Hose & Gasket of MS
www.southernhose.com

4958 Hwy 80 West
Jackson, MS 39284
601-922-9990

Remit: PO Box 7595
Jackson, MS 39284

Invoice

*****INVOICE***** 248670

SOLD TO:
CITY OF JACKSON WALK IN
ACCOUNTS PAYABLE
P. O. BOX 17
JACKSON, MS 39205

SHIP TO:
CITY OF JACKSON

INVCE#	INVCE-DATE	SALESPERS	REQ-DATE	SHIP VIA	WGHT	PGE
248670	FEB 08 2024	HOU		WILL CALL		

CUST#	CUST PO NUMBER	DOC-REQ#	SUB TERMS	FREIGHT TRMS	FOB	INSD SALES
CIT120		TK-790	01 1% 10 NET 30	PREPAID & AD	ORIGIN	CJ

	OR'D	SHIP	BKOR	PRODUCT	UNIT	DESCRIPTION	UNIT $	EXTENDED
P	1	1		F16NPT16	EA	1 CRIMP X 1 MALE NPT HPBU SPOR	19.0630	19.06
P	1	1		ASSY CHARGE	EA	CUT CRIMP AND ASSEMBLY	50.00	50.00

SUB-TOTAL AMOUNT	69.06
SALES TAX	

IF PAID BY FEB 18 2024 YOU MAY TAKE A DISC. OF 0.69 TOTAL 69.06

THANK YOU FOR YOUR BUSINESS!

Southern Hose
& Gasket of MS
www.southernhose.com

4958 Hwy 80 West
Jackson, MS 39284
601-922-9990

Remit: PO Box 7595
Jackson, MS 39284

Invoice

*****INVOICE***** 254581

SOLD TO:
CITY OF JACKSON WALK IN
ACCOUNTS PAYABLE
P. O. BOX 17
JACKSON, MS 39205

SHIP TO:
CITY OF JACKSON
,

INVCE#	INVCE-DATE	SALESPERS	REQ-DATE	SHIP VIA	WGHT	PGE
254581	AUG 21 2024	HOU	AUG 19 2024	WILL CALL		

CUST#	CUST PO NUMBER	DOC-REQ#	SUB TERMS	FREIGHT TRMS	FOB	INSD SALES
CIT120	99240349	TK778	1% 10 NET 30	PREPAID & AD	ORIGIN	ADC

	OR'D	SHIP	BKOR	PRODUCT	UNIT	DESCRIPTION	UNIT $	EXTENDED
P C	4	4		HHA	EA	3/8" XR16SC X 44" W/ B2-JCFX-0606 E/E	41.6112	166.44

SUB-TOTAL AMOUNT	166.44
SALES TAX	

IF PAID BY SEP 01 2024 YOU MAY TAKE A DISC. OF 1.66 TOTAL 166.44

THANK YOU FOR YOUR BUSINESS!

Southern Hose & Gasket of MS
www.southernhose.com

4958 Hwy 80 West
Jackson, MS 39284
601-922-9990

Remit: PO Box 7595
Jackson, MS 39284

Invoice

*****INVOICE***** 259138

SOLD TO:
CITY OF JACKSON WALK IN
ACCOUNTS PAYABLE
P. O. BOX 17
JACKSON, MS 39205

SHIP TO:
CITY OF JACKSON
,

INVCE#	INVCE-DATE	SALESPERS	REQ-DATE	SHIP VIA	WGHT	PGE
259138	JAN 23 2025	HOU	JAN 22 2025	WILL CALL		

CUST#	CUST PO NUMBER	DOC-REQ#	SUB TERMS	FREIGHT TRMS	FOB	INSD SALES
CIT120	99250342	TC-64	01 1% 10 NET 30	PREPAID & AD	ORIGIN	CJ

	OR'D	SHIP	BKOR	PRODUCT	UNIT	DESCRIPTION	UNIT $	EXTENDED
P C	1	1		HHA	EA	1/2" XR16SC X 2 FT W/ B2-OFFX-0808 E/END	49.3240	49.32

SUB-TOTAL AMOUNT	49.32
SALES TAX	

IF PAID BY FEB 03 2025 YOU MAY TAKE A DISC. OF 0.49 TOTAL 49.32

THANK YOU FOR YOUR BUSINESS!

Southern Hose
& Gasket of MS
www.southernhose.com

4958 Hwy 80 West
Jackson, MS 39284
601-922-9990

Remit: PO Box 7595
Jackson, MS 39284

Invoice

*****INVOICE***** 262905

SOLD TO:
CITY OF JACKSON WALK IN
ACCOUNTS PAYABLE
P. O. BOX 17
JACKSON, MS 39205

SHIP TO:
CITY OF JACKSON
,

INVCE#	INVCE-DATE	SALESPERS	REQ-DATE	SHIP VIA	WGHT	PGE
262905	MAY 29 2025	HOU	MAY 27 2025	WILL CALL		

CUST#	CUST PO NUMBER	DOC-REQ#	SUB TERMS	FREIGHT TRMS FOB	INSD SALES
CIT120	99250844	T170	01 1% 10 NET 30	PREPAID & AD ORIGIN	CJ

	OR'D	SHIP	BKOR	PRODUCT	UNIT	DESCRIPTION	UNIT $	EXTENDED
P C	1	1		HHA	EA	1/2" XR16SC X 37" W/ B2-BPFX-0808 E/END	62.5842	62.58

SUB-TOTAL AMOUNT	62.58
SALES TAX	

IF PAID BY JUN 09 2025 YOU MAY TAKE A DISC. OF 0.63 TOTAL 62.58

THANK YOU FOR YOUR BUSINESS!

Southern Hose & Gasket of MS
www.southernhose.com

4958 Hwy 80 West
Jackson, MS 39284
601-922-9990

Remit: PO Box 7595
Jackson, MS 39284

Invoice

*****INVOICE***** 263131

SOLD TO:
CITY OF JACKSON WALK IN
ACCOUNTS PAYABLE
P. O. BOX 17
JACKSON, MS 39205

SHIP TO:
CITY OF JACKSON

INVCE#	INVCE-DATE	SALESPERS	REQ-DATE	SHIP VIA	WGHT	PGE
263131	JUN 06 2025	HOU	JUN 03 2025	WILL CALL		

CUST#	CUST PO NUMBER	DOC-REQ#	SUB TERMS	FREIGHT TRMS	FOB	INSD SALES
CIT120	99250869	TC-64	01 1% 10 NET 30	PREPAID & AD	ORIGIN	CJ

	OR'D	SHIP	BKOR	PRODUCT	UNIT	DESCRIPTION	UNIT $	EXTENDED
P	1	1		B2-JCFX-0808	EA	1/2 CRIMP X 1/2 FEMALE JIC	10.9010	10.90
P	1	1		B2-JCM-0808	EA	1/2 CRIMP X 1/2 MALE JIC	11.3410	11.34
P	1	1		CUT/CRIMP/.50	EA	CUT/CRIMP/ASSEMBLE	8.80	8.80

SUB-TOTAL AMOUNT 31.04
SALES TAX

IF PAID BY JUN 16 2025 YOU MAY TAKE A DISC. OF 0.31 TOTAL 31.04

THANK YOU FOR YOUR BUSINESS!

Southern Hose & Gasket of MS
www.southernhose.com

4958 Hwy 80 West
Jackson, MS 39284
601-922-9990

Remit: PO Box 7595
Jackson, MS 39284

Invoice

*****INVOICE***** 263178

SOLD TO:
CITY OF JACKSON WALK IN
ACCOUNTS PAYABLE
P. O. BOX 17
JACKSON, MS 39205

SHIP TO:
CITY OF JACKSON
,

INVCE#	INVCE-DATE	SALESPERS	REQ-DATE	SHIP VIA	WGHT	PGE
263178	JUN 06 2025	HOU	JUN 04 2025	WILL CALL		

CUST#	CUST PO NUMBER	DOC-REQ#	SUB TERMS	FREIGHT TRMS	FOB	INSD SALES
CIT120	99250881		01 1% 10 NET 30	PREPAID & AD	ORIGIN	CJ

	OR'D	SHIP	BKOR	PRODUCT	UNIT	DESCRIPTION	UNIT $	EXTENDED
P C	1	1		HHA	EA	1/2" XR16SC X 38" W/ B2-BPFX-0808 E/END	63.1099	63.11

SUB-TOTAL AMOUNT	63.11
SALES TAX	

IF PAID BY JUN 16 2025 YOU MAY TAKE A DISC. OF 0.63 TOTAL 63.11

THANK YOU FOR YOUR BUSINESS!

Southern Hose & Gasket of MS

www.southernhose.com

4958 Hwy 80 West
Jackson, MS 39284
601-922-9990

Remit: PO Box 7595
Jackson, MS 39284

Invoice

*****INVOICE***** 265776

SOLD TO:
CITY OF JACKSON WALK IN
ACCOUNTS PAYABLE
P. O. BOX 17
JACKSON, MS 39205

SHIP TO:
CITY OF JACKSON
,

INVCE#	INVCE-DATE	SALESPERS	REQ-DATE	SHIP VIA	WGHT	PGE
265776	AUG 27 2025	HOU		WILL CALL		

CUST#	CUST PO NUMBER	DOC-REQ#	SUB TERMS	FREIGHT TRMS	FOB	INSD SALES
CIT120			01 1% 10 NET 30	PREPAID & AD	ORIGIN	CJ

	OR'D	SHIP	BKOR	PRODUCT	UNIT	DESCRIPTION	UNIT $	EXTENDED
P C	1	1		HHA	EA	1/4" XR16SC X 9 FT 9-1/2" W/ B2-BPFX-0404 E/END	71.9162	71.92

SUB-TOTAL AMOUNT 71.92
SALES TAX

IF PAID BY SEP 07 2025 YOU MAY TAKE A DISC. OF 0.72 TOTAL 71.92

THANK YOU FOR YOUR BUSINESS!

View Filed Documents Opt-in or Opt-out of Email updates Print Business Details

Name History

Name	Name Type
Southern Hose & Gasket of MS, LLC	Legal
Southern Hose & Gasket of Mississippi, LLC	Previous Legal

Business Information

Business Type:	Limited Liability Company
Business ID:	1195693
Status:	Good Standing
Effective Date:	12/11/2019
State of Incorporation:	Mississippi
Principal Office Address:	4958 Highway 80 W Jackson, MS 39209

Registered Agent

Name

Fred S Clark
138 Harbortowne Road
Ridgeland, MS 39157

Officers & Directors

Name	Title
Fred S Clark PO Box 7595, 617 Water Oak Drive Jackson, MS 39284	Member
Milam S Cotten III PO Box 7595, PO Box 7595 Jackson, MS 39284	Member

41

ORDER AUTHORIZING THE MAYOR TO EXECUTE CHANGE ORDER NO. 1/FINAL TO THE CONTRACT OF INDEPENDENT ROOFING SYSTEMS, INC. FOR THE 911 OPERATIONS CENTER IMPROVEMENTS PROJECT TO EXTEND THE PROJECT TIME BY ONE HUNDRED SEVENTY-SEVEN (177) DAYS DUE TO EQUIPMENT DELAYS AND DECREASING THE CONTRACT AMOUNT DUE TO UNUSED CONTINGENCY

WHEREAS, the City of Jackson executed a contract with Independent Roofing Systems, Inc. on June 2, 2025 for the 911 Operations Center Improvements Project; and

WHEREAS, the project included the replacement of the HVAC equipment, the shipping of which was significantly delayed; and

WHEREAS, the original substantial completion date for the project was December 15, 2025, but due to the extreme delays in shipping equipment, substantial completion was not reached until June 10, 2026; and

WHEREAS, the original contract amount was $739,000.00, which included a contingency; and

WHEREAS, the contractor did not use the entire contingency, which requires that the contract amount of $739,000.00 be reduced by the unused contingency of $6,000.00; and

WHEREAS, the Department of Public Works, Engineering Division, recommends the approval of Change Order No. 1/Final to provide for 177 additional contract days, which is until June 10, 2026 and to accept the reduction in the contract price due to the unused contingency, $6,000.00.

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute Change Order No. 1/Final to the contract with Independent Roofing Systems, Inc. for the 911 Operations Center Improvements Project to provide for 177 additional contract days, which is until June 10, 2026, and to reduce the contract price from $739,000.00 to $733,000.00 to reflect the unused contingency in the amount of $6,000.00.

Agenda Item # 41
July 28, 2026
(Anderson, Horhn)

Office of the City Attorney

401 E. Capitol Street, Ste. 100
Post Office Box [illegible]
Jackson, Mississippi [illegible]-2779
Telephone: (601) [illegible]
Facsimile: (601) 960-1756

OFFICE OF THE CITY ATTORNEY

This **ORDER AUTHORIZING THE MAYOR TO EXECUTE CHANGE ORDER NO. 1/FINAL TO THE CONTRACT OF INDEPENDENT ROOFING SYSTEMS, INC. FOR THE 911 OPERATIONS CENTER IMPROVEMENTS PROJECT TO EXTEND THE PROJECT TIME BY ONE HUNDRED SEVENTY-SEVEN (177) DAYS DUE TO EQUIPMENT DELAYS AND DECREASING THE CONTRACT AMOUNT DUE TO UNUSED CONTINGENCY** is legally sufficient for placement in NOVUS Agenda.

Sondra B. Moncure
SONDRA MONCURE, *Special Assistant*

7/22/24
DATE

Terry Williamson, *Legal Counsel* JCW

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

07/21/2026
DATE

	POINTS	COMMENTS
1.	**Brief Description/Purpose**	**ORDER AUTHORIZING THE MAYOR TO EXECUTE CHANGE ORDER NO. 1/FINAL TO THE CONTRACT OF INDEPENDENT ROOFING SYSTEMS, INC. FOR THE 911 OPERATIONS CENTER IMPROVEMENTS PROJECT TO EXTEND THE PROJECT TIME BY ONE HUNDRED SEVENT-SEVEN (177) DAYS DUE TO EQUIPMENT DELAYS AND DECREASING THE CONTRACT AMOUNT DUE TO UNUSED CONTINGENCY**
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 6. Infrastructure and Transportation
3.	**Who will be affected**	The Contractor and the City
4.	**Benefits**	Completes the installation of a new roof and HVAC units at the 911 Operations Center
5.	**Schedule (beginning date)**	Upon execution of Change Order No. 1/Final
6.	**Location:** ▪ **WARD** ▪ **CITYWIDE (yes or no) (area)** ▪ **Project limits if applicable**	911 Operations Center
7.	**Action implemented by:** ▪ **City Department** ▬ ▪ **Consultant** ☐	Jackson Police Department and the Department of Public Works, Engineering Division
8.	**COST**	$733,000 (a reduction of $6,000.00 from the original contract amount)
9.	**Source of Funding** ▪ **General Fund** ☐ ▪ **Grant** ☐ ▪ **Bond** ☐ ▪ **Other** ▬	N/A

Revised 2-04

Department of Public Works

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

John Horhn
Mayor of the City of Jackson

MEMORANDUM

To: Hon. John Horhn

From: Lorenzo Anderson, P.E., Director
Department of Public Works

Date: July 21, 2026

Subject: Agenda Item for City Council Meeting

Attached, you will find an item for the City Council Agenda for Change Order No. 1 to the Construction Contract for the 911 Operations Center Improvements Project.

Change Order No. 1/Final provides 177 additional contract days, which is until June 10, 2026, for the completion of construction. The additional construction time is warranted because the contractor experienced extreme delays in the delivery of HVAC equipment.

This change order also reduces the contract amount by $6,000, from $739,000.00 to $733,000.00. This is due to the release of unused contingency funds for the project.

It is the recommendation of this office that this Change Order No. 1/Final be approved. If you have any questions or comments, please call me.

ORDER ACCEPTING THE BID OF INDEPENDENT ROOFING SYSTEMS, INC., FOR THE CONSTRUCTION OF THE COJ 911 OPERATIONS CENTER PROJECT.

WHEREAS, the City of Jackson solicited bids for the COJ 911 Operations Center construction project; and

WHEREAS, five bids were received in response to the City's advertisement for bids and were opened on February 4, 2025; and

WHEREAS, the bid of Independent Roofing Systems, Inc. in the amount of $739,000.00 was the lowest bid received; and

WHEREAS, the Department of Public Works recommends that the governing authorities deem the bid of Independent Roofing Systems, Inc. to be the lowest and best bid.

IT IS, THEREFORE, ORDERED that the bid of Independent Roofing Systems, Inc. for the COJ 911 Operations Center Project in the amount of $739,000.00 is hereby accepted as the lowest and best bid, consistent with the Invitation to Bidders and the specifications on file with the Municipal Clerk.

IT IS, FURTHER ORDERED that the Mayor is authorized to execute a contract with Independent Roofing Systems, Inc. for the COF 911 Operations Center Project consistent with the bid accepted, the Invitation to Bidders, and the specifications on file with the Municipal Clerk.

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

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

STATEMENT OF VOTES

The foregoing is a true and exact copy of an Order stating the action taken by the City Council at its Regular Council Meeting on May 20, 2025. However, upon the completion of the minutes, signed by the Mayor and attested by the City Clerk, a certified attested copy can be provided upon request.

AIA Document A101® – 2017

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

AGREEMENT made as of the second (2nd) day of June in the year two thousand twenty-five (2025).
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

City of Jackson
219 South President Street
Jackson, Mississippi 39201

and the Contractor:
(Name, legal status, address and other information)

Independent Roofing Systems, Inc.
175 Excell Drive
Pearl, Mississippi 39208

for the following Project:
(Name, location and detailed description)

CoJ 911 Operations Center
353 Tombigbee Street
Jackson, Mississippi

The Architect:
(Name, legal status, address and other information)

CDFL Architects + Engineers PA
3221 Old Canton Road, Suite 200
Jackson, Mississippi 39216

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:
The author of this document may have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

The parties should complete A101®–2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201®–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

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TABLE OF ARTICLES

1 THE CONTRACT DOCUMENTS

2 THE WORK OF THIS CONTRACT

3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

4 CONTRACT SUM

5 PAYMENTS

6 DISPUTE RESOLUTION

7 TERMINATION OR SUSPENSION

8 MISCELLANEOUS PROVISIONS

9 ENUMERATION OF CONTRACT DOCUMENTS

EXHIBIT A INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:
(Check one of the following boxes.)

[ ] The date of this Agreement.

[X] A date set forth in a notice to proceed issued by the Owner.

[ ] Established as follows:
(Insert a date or a means to determine the date of commencement of the Work.)

The commencement date will be established in a written Notice to Proceed.

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

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§ 3.3 Substantial Completion

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:
(Check one of the following boxes and complete the necessary information.)

[ ] Not later than one hundred eighty (180) calendar days from the date of commencement of the Work.

[ ] By the following date:

§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date
Not applicable.	

§ 3.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be seven hundred thirty-nine thousand dollars ($ 739,000.00), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 Alternates

§ 4.2.1 Alternates, if any, included in the Contract Sum:

Item	Price
Not applicable.	

§ 4.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement.
(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item	Price	Conditions for Acceptance
Not applicable.		

§ 4.3 Allowances, if any, included in the Contract Sum:
(Identify each allowance.)

Item	Price
A. Contingency Allowance:	$25,000.00

§ 4.4 Unit prices, if any:
(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit ($0.00)
Not applicable.		

§ 4.5 Liquidated damages, if any:
(Insert terms and conditions for liquidated damages, if any.)

The amount established per calendar day for liquidated damages is Two Hundred Fifty Dollars ($250.00).

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ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month or as agreed upon by the Owner, Architect, and Contractor at the Pre-Construction Conference.

§ 5.1.3 Payment of the amount certified in the Application for Payment shall be made by the Owner not later than 45 days after receipt from the Architect to the Owner.

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 In accordance with AIA Document A201™–2017, General Conditions of the Contract for Construction, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.6.1 The amount of each progress payment shall first include:

.1 That portion of the Contract Sum properly allocable to completed Work;

.2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and

.3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.

§ 5.1.6.2 The amount of each progress payment shall then be reduced by:

.1 The aggregate of any amounts previously paid by the Owner;

.2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;

.3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;

.4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017; and

.5 Retainage withheld pursuant to Section 5.1.7.

§ 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:
(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

Five percent (5%)

§ 5.1.7.1.1 The following items are not subject to retainage:
(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

In accordance with the General Conditions and Supplementary Conditions.

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§ 5.1.7.2 Reduction or limitation of retainage, if any, shall be as follows:
(If the retainage established in Section 5.1.7.1 is to be modified prior to Substantial Completion of the entire Work, including modifications for Substantial Completion of portions of the Work as provided in Section 3.3.2, insert provisions for such modifications.)

Not applicable.

§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:
(Insert any other conditions for release of retainage upon Substantial Completion.)

Not applicable.

§ 5.1.8 If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201–2017.

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 Final Payment

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

.1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A201–2017, and to satisfy other requirements, if any, which extend beyond final payment; and

.2 a final Certificate for Payment has been issued by the Architect.

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

The Owner's final payment to the Contractor shall be made no later than forty-five (45) days after the issuance of the Architect's final Certificate for Payment.

§ 5.3 Interest

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.
(Insert rate of interest agreed upon, if any.)

In accordance with the General Conditions and the Supplementary Conditions.

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker.
(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

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§ 6.2 Binding Dispute Resolution
For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A201–2017, the method of binding dispute resolution shall be as follows:
(Check the appropriate box.)

[ ] Arbitration pursuant to Section 15.4 of AIA Document A201–2017

[X] Litigation in a court of competent jurisdiction

[ ] Other *(Specify)*

If the Owner and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

ARTICLE 7 TERMINATION OR SUSPENSION
§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2017.

§ 7.1.1 If the Contract is terminated for the Owner's convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Contractor a termination fee as follows:
(Insert the amount of, or method for determining, the fee, if any, payable to the Contractor following a termination for the Owner's convenience.)

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017.

ARTICLE 8 MISCELLANEOUS PROVISIONS
§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 The Owner's representative:
(Name, address, email address, and other information)

Louis Wright, Chief Administrative Officer
City of Jackson
219 South President Street
Jackson, Mississippi 39201
Email: louisw@city.jackson.ms.us
Telephone: 601.906.2314

§ 8.3 The Contractor's representative:
(Name, address, email address, and other information)

Blake Montpelier
Independent Roofing Systems, Inc.
175 Excell Drive
Pearl, Mississippi 39208
Email: blake@roofing.ms
Telephone: 601.922.4301 Extension: 111

§ 8.4 Neither the Owner's nor the Contractor's representative shall be changed without ten days' prior notice to the other party.

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§ 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, Exhibit A, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 8.5.2 The Contractor shall provide bonds as set forth in AIA Document A101™–2017 Exhibit A, and elsewhere in the Contract Documents.

§ 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A201–2017, may be given in accordance with a building information modeling exhibit, if completed, or as otherwise set forth below:
(If other than in accordance with a building information modeling exhibit, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

Not applicable.

§ 8.7 Other provisions:

Not applicable.

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

.1 AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor

.2 AIA Document A101™–2017, Exhibit A, Insurance and Bonds

.3 AIA Document A201™–2017, General Conditions of the Contract for Construction

.4 Building information modeling exhibit, dated as indicated below:
(Insert the date of the building information modeling exhibit incorporated into this Agreement.)

.5 Drawings

GENERAL	
G-001	COVER SHEET
G-002	PROJECT DATA
ARCHITECTURAL	
AD-101	DEMOLITION ROOF PLAN
R-101	PHOTO REFERENCE
R-102	PHOTO REFERENCE
A-101	ROOF PLAN
A-301	ROOF DETAILS
A-302	ROOF DETAILS
MECHANICAL	
M-001	PROJECT INFO & GENERAL NOTES – HVAC
M-002	PROJECT INFO & LEGENDS – HVAC
MD-101	DEMOLITION PLAN – HVAC – ROOF
M-101	HVAC PLAN – ROOF PLAN
M-401	SECTIONS & RISERS – HVAC
M-501	DETAILS – HVAC
M-601	SCHEDULES – HVAC

Number	Title	Date
See above.		

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.6 Specifications

DIVISION 02	**EXISTING CONDITIONS**
Section 02 41 00	Demolition
DIVISION 06	**WOOD, PLASTICS, AND COMPOSITES**
Section 06 10 00	Rough Carpentry
DIVISION 07	**THERMAL AND MOISTURE PROTECTION**
Section 07 01 50.19	Preparation for Re-Roofing
Section 07 52 00	Modified Bituminous Membrane Roofing
Section 07 62 00	Sheet Metal Flashing and Trim
Section 07 71 00	Roof Specialties
Section 07 71 19	Snap-On Fascia System
Section 07 71 23	Manufactured Gutters and Downspouts
Section 07 72 00	Roof Accessories
Section 07 84 00	Firestopping
Section 07 92 13	Exterior Joint Sealants
DIVISION 08	**OPENINGS**
Section 08 80 00	Glazing
DIVISION 09	**FINISHES**
Section 09 91 13	Exterior Painting
DIVISION 22	**PLUMBING**
Section 22 00 10	Plumbing General Provisions
Section 22 00 20	Basic Plumbing Requirements
Section 22 00 30	Plumbing Submittals and Shop Drawings
Section 22 00 35	Plumbing Systems and Equipment Warranties
Section 22 00 40	Plumbing Close-Out Requirements
Section 22 00 50	Basic Plumbing Materials and Methods
Section 22 01 40	Plumbing Supports and Anchors
Section 22 10 60	Pipes and Pipe Fittings
Section 22 11 00	Plumbing Valves
Section 22 44 30	Plumbing Specialties
DIVISION 23	**HEATING, VENTILATING, AND AIR-CONDITIONING (HVAC)**
Section 23 00 10	Mechanical General Provisions
Section 23 00 20	Basic Mechanical Requirements
Section 23 00 30	Mechanical Submittals and Shop Drawings
Section 23 00 35	Mechanical Systems and Equipment Warranties
Section 23 00 40	Mechanical Close-Out Requirements
Section 23 00 50	Basic Mechanical Materials and Methods
Section 23 01 40	Supports and Anchors
Section 23 01 70	Electrical Requirements
Section 23 02 50	Mechanical Insulation
Section 23 09 60	Energy Management System
Section 23 09 90	Testing, Adjusting and Balancing
Section 23 20 60	Mechanical Pipes and Pipe Fittings
Section 23 21 00	Mechanical Valves
Section 23 21 20	Mechanical Piping Specialties
Section 23 38 60	Fans
Section 23 38 90	Ductwork
Section 23 39 10	Ductwork Accessories
Section 23 48 85	Air Cleaning/Treatment
Section 23 86 70	Packaged Air Conditioners

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Section	Title	Date	Pages
See above.			

.7 Addenda, if any:

Number	Date	Pages
Addendum Number One (#1)	January 2, 2025	One (1)
Addendum Number Two (#2)	January 24, 2025	Twenty-Three (23)

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

.8 Other Exhibits:
(Check all boxes that apply and include appropriate information identifying the exhibit where required.)

[ ] AIA Document E204™–2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017 incorporated into this Agreement.)

[ ] The Sustainability Plan:

Title	Date	Pages

[X] Supplementary and other Conditions of the Contract:

DIVISION 00	**BIDDING / CONTRACT REQUIREMENTS**
	Invitation for Bids
Section 00 21 13	Instructions to Bidders
Section 00 41 00	Bid Form
	City of Jackson Equal Business Opportunity Plan and Application
Section 00 52 00	Agreement Form
Section 00 60 00	Project Forms
Section 00 65 00	Certificate of Insurance Instructions
	Standard Construction Contract Certificate of Insurance
Section 00 72 14	General Conditions
Section 00 73 13	Supplementary Conditions
	E-Verification / Good Faith Compliance
DIVISION 01	**GENERAL REQUIREMENTS**
Section 01 10 00	Summary
Section 01 20 00	Price and Payment Procedures
	Affidavit Certifying Payment to All Subcontractors
Section 01 21 00	Allowances
Section 01 23 00	Alternates
Section 01 30 00	Administrative Requirements
Section 01 32 00	Cutting and Patching
Section 01 33 00	Submittal Procedures
Section 01 40 00	Quality Requirements
Section 01 50 00	Temporary Facilities and Controls
Section 01 51 00	Temporary Utilities
Section 01 55 00	Vehicular Access and Parking
Section 01 60 00	Product Requirements
Section 01 63 00	Substitutions and Product Options
	Substitution Request Form
Section 01 70 00	Execution and Closeout Requirements
Section 01 73 00	Cleaning
Section 01 74 19	Construction Waste Management and Disposal
Section 01 75 00	Warranties and Bonds

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Section 01 78 00	Closeout Submittals
Section 01 79 00	Demonstration and Training

Document	Title	Date	Pages
See above			

.9 Other documents, if any, listed below:
(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201™–2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

Equal Business Opportunity (EBO) Plan
Performance Bond
Payment Bond
Certificate of Insurance
Section 00 73 00 - Supplementary Conditions

This Agreement entered into as of the day and year first written above.

OWNER *(Signature)*

BY: Chokwe Antar Lumumba, Esq., Mayor

(Printed name and title)

CONTRACTOR *(Signature)*

BY: Joe N[illegible], Owner/President/Estimator/Project Manager

(Printed name and title)

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CITY OF JACKSON, MISSISSIPPI
EQUAL BUSINESS OPPORTUNITY PLAN

I. **Company Name:** Independent Roofing Systems, Inc.

Address: 175 Excell Drive

City: Pearl **State:** MS **ZIP Code:** 39208

Telephone: 601 922-4301

E-mail: larry@roofing.ms

II. **Bid Name and Number:** CoJ 911 Operations Center

III. **PROPOSED MINORITY AND/OR FEMALE SUBCONTRACTORS:** ***(SEE ATTACHMENTS)***

If a prime contractor utilizes one or more suppliers to satisfy its EBO commitment, all MBE or FBE supplier participation will be credited in accordance to Section VI(C)(1) of the EBO Executive Order No. 2014-3

IV. **Total Bid Amount:** $ 739,000.00

V. **WAIVER REQUESTED ...** ☑ ***(If you fail to meet either or all of the EBO Participation Goals, check this box and follow the directions below to provide the required *WAIVER STATEMENT*. The "Waiver Statement" should be submitted on company letterhead to the EBO Officer.)***

**** The bidder/offeror shall provide the following as evidence of its good faith efforts and will be evaluated on the same:***

(a) **Copies of written notification to MBEs and FBEs soliciting their participation as a subcontractor.**

(b) **Evidence of efforts made to divide the work into economically feasible units in order to increase the likelihood of meeting the EBO participation goals.**

(c) **Evidence of efforts made to negotiate with MBEs and/or FBEs, including, at a minimum:**

1. **The names, addresses, and telephone numbers of the MBE and FBEs who were contacted.**
2. **A description of the information provided to MBEs and FBEs regarding the plans and specifications for portions of the work to be performed.**
3. **A statement of reasons why additional agreements with MBEs and FBEs, if needed to meet the stated goals, were not reached.**
4. **Evidence of efforts made to assist the MBEs and FBEs contacted who need assistance in obtaining bonding and insurance which the bidder or offeror requires.**

5. **For each MBE and FBE contacted which the bidder or offeror considered to be <u>not</u> qualified, include a written statement of the reasons for the bidder's or offeror's conclusion.**

6. **Written quotes solicited from all MBEs and FBEs seeking subcontract work with Prime Contractors at the time of the bidding.**

7. **A statement with supporting documentation and affidavits indicating whether the offeror has used MBEs and/or FBEs as joint venture partners or subcontractors in past or present private sector contracts in Jackson.**

**If you are unable to locate an MBE/FBE, please contact the Business Development Division at (601) 960-1055 or (601) 960-1856.*

VI. Minority and Female Business Enterprise Actual Participation for this Bid/Offer/Proposal:

(* Please list your MBE and FBE Project Participation percentages (%) in the Table below.)

PROCUREMENT CATEGORY	Asian (ABE)	African-American (AABE)	Hispanic (HBE)	Native American (NABE)	Female (FBE)
A/E & Professional Services					
Construction					
Goods & Non-Professional Services					

VII. REPLACEMENT OF MBE/FBE

If an MBE or FBE is not performing satisfactorily, it is the responsibility of the Prime Contractor to notify the EBO Office immediately both in writing and by phone. All MBE/FBE replacements must be approved by the Equal Business Opportunity Review Committee (EBORC). If these steps are not taken this will result in penalties as outlined in Section XI of the EBO Executive Order No. 2015-3

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 company fully intends to utilize all MBEs and FBEs listed if awarded the proposed project and/or service and abide by all EBO guidelines.

Larry Montpelier | Vice-President | 3/26/25

Authorized Signature and Title | ***Date***

PRINT *"AUTHORIZED"* NAME HERE: Larry Montpelier

SECTION 00 73 13

SUPPLEMENTARY CONDITIONS

PART 1 GENERAL

1.1 DESCRIPTION

A. The following supplments modify the "General Conditions of the Contract for Construction," AIA Document A201, 2017. Where a portion of the General Conditions is modified or deleted by the Supplementary Conditions, the unaltered portions of the General Conditions shall remain in effect. In the event of a conflict between the General Conditions of the Contract for Construction and Section 00 73 13, Section 00 73 13 shall control even if the conflicting provision in the General Conditions of the Contract for Construction is not expressly revised or deleted by reference in Section 00 73 13.

B. The General Conditions may also be supplemented or amplified elsewhere in the Contract Documents by provisions located in, but not necessarily limited to, Division 1 of the Specifications.

1.2 SUPPLEMENTS

ARTICLE 1 - GENERAL PROVISIONS

1.1 BASIC DEFINITIONS

1.1.1 THE CONTRACT DOCUMENTS

Delete the last sentence in Article 1.1.1 and insert the following:

The Contract Documents shall include the Instructions to Bidders, the plans, the specifications, including Divisions 0 through 48, all Addenda and modifications to the plans and/or specifications, the Agreement between Owner and Contractor, the performance and payment bonds, the notice to proceed and any executed change orders. Information and documentation pertaining to soil investigation data, laboratory investigations, soil borings and related information included herein are not part of the Contract Documents. In the event of a conflict between the provisions of Division 0 and any other section of the Contract Documents, such other sections(s) shall govern.

1.1.5 THE DRAWINGS

Add the following to the end of Article 1.1.5:

Large scale drawings shall govern over small scale drawings where there are differences or conflicts between such drawings. Where the word "similar" appears on the plans, it shall not be interpreted to mean "identical" and shall require the Contractor to coordinate the actual conditions and dimensions of the location where the "similar" conditions are shown to occur.

1.1.9 MISCELLANEOUS DEFINITIONS

Add the following Article 1.1.9:

The term "products" as used in these Supplementary Conditions includes materials, systems and equipment.

1.2 CORRELATION AND INTENT OF THE CONTRACT DOCUMENTS

1.2.4 Add the following Article 1.2.4:

It is the intent of the Contract Documents that the Contractor shall properly execute and complete the Work described by the Contract Documents, and unless otherwise provided in the Contract, the Contractor shall provide all labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services, whether temporary or permanent and whether or not incorporated in the Work, in full accordance with the Contract Documents and reasonably inferable from them as necessary to produce the intended results.

1.2.5 Add the following Article 1.2.5:

The Contract Documents shall be interpreted collectively, each part complementing the others and consistent with the intent of the Contract Documents. Unless an item shown or described in the Contract Documents is specifically identified to be furnished or installed by the Owner or others or is identified as "Not In Contract" ("N.I.C."), the Contractor's obligation relative to that item shall be interpreted to include furnishing, assembling, installing, finishing, and/or connecting the item at the Contractor's expense to produce a product or system that is complete, appropriately tested, and in operable condition ready for use or subsequent construction or operation by the Owner or separate contractors. The omission of words or phrases for brevity of the Contract Documents, the inadvertent omission of words or phrases, or obvious typographical or written errors shall not defeat such interpretation as long as it is reasonably inferable from the Contract Documents as a whole.

Words or phrases used in the Contract Documents which have well-known technical or construction industry meanings are to be interpreted consistent with such recognized meanings unless otherwise indicated.

Except as noted otherwise, references to standard specifications or publications of associations, bureaus, or organizations shall mean the latest edition of the referenced standard specification or publication as of the date of the Advertisement of Bids.

In the case of inconsistency between Drawings and Specifications or within either document not clarified by addendum, the better quality or greater quantity of Work shall be provided in accordance with the Architect's interpretation.

Generally, portions of the Contract Documents written in longhand take precedence over typed portions, and typed portions take precedence over printed portions.

Any doubt as to the meaning of the Contract Documents or any obscurity as to the wording of them, shall be promptly submitted in writing to the Architect for written interpretation, explanation, or clarification.

ARTICLE 2 - OWNER

2.2 EVIDENCE OF THE OWNER'S FINANCIAL ARRANGEMENTS

2.2.1 Add the following to the beginning of Article 2.2.1:

"If the Project is a private project, not funded by public funds, then . . ."

2.2.2 Delete Article 2.2.2 in its entirety.

2.2.3 Delete Article 2.2.3 in its entirety.

2.4 OWNER'S RIGHT TO STOP THE WORK

2.4 Delete Article 2.4 in its entirety and insert the following:

2.4 If the Contractor fails to correct Work which is not in accordance with the requirements of the Contract Documents as required by Article 12.2 or fails to carry out Work in accordance with the Contract Documents or fails to perform any of its obligations under the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated. However, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity, except to the extent required by Article 6.1.3.

The rights and remedies under this Article 2.3 are in addition to and do not in any respect limit any other rights of the Owner, including its termination rights under Article 14.

ARTICLE 3 - CONTRACTOR

3.1 GENERAL

3.1.1 Add the following at the end of Article 3.1.1:

The relationship of Contractor to Owner shall be that of independent contractor, and nothing in the Contract Documents is intended to nor should it be construed as creating any other relationship, expressed or implied, between Owner and Contractor.

3.2 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR

3.2.5 Add the following Article 3.2.5:

The Owner is entitled to deduct from the Contractor's pay applications for amounts paid to the Architect for evaluating and responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where the requested information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation.

3.4 LABOR AND MATERIALS

3.4.2 Add the following to the end of Article 3.4.2:

Some Sections of the Specifications may not allow substitution of materials, products or equipment. Where substitution is allowed the request for substitution will only be considered if made in strict accordance with the requirements of Article 3.4.4 below and Section 01 63 00.

3.4.4 Add the following Article 3.4.4:

After the Contract has been executed, the Owner and the Architect may consider a request for the substitution of products in place of those specified only under the conditions set forth in Section 01 63 00 of the specifications.

By making requests for substitutions, the Contractor:

.1 Represents that the Contractor has personally investigated the proposed substitute product and determined that it is equal or superior in all respect to that specified;

.2 Represents that the Contractor will provide the same warranty for the substitution that the Contractor would for that specified;

.3 Certifies that the cost data presented is complete and includes all related costs under this Contract except the Architect's redesign costs, and waives all claims for additional costs related to the substitution which subsequently becomes apparent; and

.4 Shall coordinate the installation of the accepted substitute, making such changes as may be required for the Work to be complete in all respects at its costs.

All substitutions shall be submitted within 30 days of the Notice to Proceed, as per Section 01 63 00.

3.4.5 Add the following Article 3.4.5:

Contractor represents that it has independently investigated, considered and understands the labor conditions in the area surrounding the Project and acknowledges that such conditions may impact the Contractor's cost and/or time of performance of the Contract. Therefore, Contractor further represents that the Contract Price is based upon Contractor's independent investigations into such labor conditions and that the Contract time is reasonable and the date of Substantial Completion is obtainable. As a result, Contractor assumes the risk of increased costs, if any, incurred by it arising out of or related to such labor conditions and acknowledges that Contractor and its surety will reimburse Owner for any additional costs Owner incurs arising out of or related to such labor conditions.

3.4.6. Add the following Article 3.4.6:
E-Verification: Contractor represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act (Senate Bill 2988 from the 2008 Regular Legislative Session) 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. Contractor agrees to maintain records of such compliance and, upon request of the State, to provide a copy of each such verification to the State. Contractor further represents and warrants that any person assigned to perform services hereunder meets the employment eligibility requirements of all immigration laws of the State of Mississippi. Contractor understands and agrees that any breach of these warranties may subject Contractor to the following: (a) 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 (b) the loss of any license, permit, certification or other document granted to Contractor by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year, or (c) both. In the event of such termination/cancellation, Contractor would also be liable for any additional costs incurred by the State due to contract cancellation or loss of license or permit. See E-Verification / Good Faith Compliance attached.

3.7 PERMITS, FEES, NOTICES AND COMPLIANCE WITH LAWS

3.7.1 Delete Article 3.7.1 in its entirety and insert the following:

The Contractor shall secure and pay for the building permit and all other permits, fees, licenses, inspections and all other approvals and charges necessary for proper execution and completion of the Work.

3.7.3 Delete the words "knowing it to be" from Article 3.7.3.

3.8 ALLOWANCES

3.8.2.3 Add the following to the end of Article 3.8.2.3:

. . . except when installation is specified to be included as part of the allowance in the General Requirements (Division 1 of the Specifications).

3.9 SUPERINTENDENT

Add the following to the end of Article 3.9.1:

The Contractor shall also employ a competent project manager who shall be primarily responsible for the Contractor's home office activities in connection with the Contract.

The Owner shall have the right, which shall be exercised in a reasonable fashion, to approve the project manager and/or superintendent employed by the Contractor, either before or during the progress of construction.

The superintendent and project manager for the project shall be designated by the Contractor at the pre-construction conference. After Owner's approval of such project manager and superintendent, they shall not be replaced by the Contractor without the Owner's prior written consent, which consent is required unless the Contractor submits proof satisfactory to the Owner that the superintendent and/or the project manager should be terminated by the Contractor for cause.

3.10 CONTRACTOR'S CONSTRUCTION AND SUBMITTAL SCHEDULES

3.10.3 Delete Article 3.10.3 in its entirety and insert the following:

Time being of the essence, the Contractor shall perform the Work in accordance with the most recent schedule submitted to and approved by the Owner and Architect.

3.12 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

3.12.6 Add the following to the end of Article 3.12.6:

In reviewing Shop Drawings, Product Data, Samples and similar submittals the Architect shall be entitled to rely upon the Contractor's representation that such information is correct and accurate.

3.12.8 Add the following to the end of Article 3.12.8:

Unless such written notice has been given, the Architect's approval of a Shop Drawing, Product Data, Sample or similar submittal shall not constitute approval of any changes not requested on the prior submittal.

3.12.9 Add the following to the end of Article 3.12.9:

The Architect's review of the Contractor's submittals will be limited to examination of an initial submittal and one (1) resubmittal. The Architect's review of additional submittals will be made only with the consent of the Owner after notification by the Architect. The Owner shall be entitled to deduct from the Contract Sum amounts paid to the Architect for evaluation of such additional resubmittals.

3.18 INDEMNIFICATION

3.18.1 Add the word "defend," before the word "indemnify" in the first line, add the words "or nonperformance" after the word "performance" in the third line and delete the phrase which begins "provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself)," to the end of the sentence.

ARTICLE 4 - ARCHITECT

4.1.1 Add the following at the end of Article 4.1.1:

The term "Architect", "Engineer" or "Design Professional" as used in the Contract Documents refers to CDFL Architects + Engineers PA.

4.2 ADMINISTRATION OF THE CONTRACT

4.2.4 Delete the last sentence entirely.

4.2.10 Delete Article 4.2.10 in its entirety.

ARTICLE 5 - SUBCONTRACTORS

5.2 AWARD OF SUBCONTRACTS AND OTHER CONTRACTS FOR PORTIONS OF THE WORK

5.2.1 Delete the phrase "Unless otherwise stated in the Contract Documents, the Contractor, as soon as practicable after award of the Contract" from the first sentence of Article 5.2.1 and insert the following in lieu thereof:

The Contractor, with its first Application for Payment and as a condition to the Owner's obligation to make payments to Contractor under Article 9 of the General Conditions as supplemented herein,

5.2.5 Add the following Article 5.2.5:

The Contractor's unauthorized substitution of any subcontractor, supplier, person or entity previously identified by Contractor in accordance with Article 5.2.1 shall entitle the Owner to reject the work, materials or product furnished and require removal and replacement at no additional cost to the Owner.

ARTICLE 6 - CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

6.1 OWNER'S RIGHT TO PERFORM CONSTRUCTION AND TO AWARD SEPARATE CONTRACTS

Delete Articles 6.1.1, 6.1.2, 6.1.3, 6.1.4 in their entirety and insert the following:

6.1 The term "Separate Contractor(s)" shall mean other contractors retained by the Owner under separate agreements. The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces and to award separate contracts either in connection with other portions of the Project or other construction or operation on the site. In such event, the Contractor shall coordinate its activities with those of the Owner and of separate Contractors so as to facilitate the general progress of all work being performed by all parties. Cooperation will be required in the arrangement for the storageof materials, and in the detailed execution of the Work.

The Contractor, including his subcontractors, shall keep informed of the progress and the detailed work of the Owner or Separate Contractors and shall immediately notify the Architect of lack of progress or delays by Separate Contractors which are affecting Contractor's Work. Failure of Contractor to keep informed of the progress of the work of the Owner or Separate Contractors and/or failure of Contractor to give notice of lack of progress or delays by the Owner or Separate Contractors shall be deemed to be acceptance by Contractor of the status of progress by Separate Contractors for the proper coordination and completion of Contractor's Work. If, through acts or neglect on the part of the Contractor, the Owner or any Separate Contractors shall suffer loss or damage or assert any claims of whatever nature against the Owner, the Contractor shall defend, indemnify and hold harmless the Owner from any such claims or alleged damages, and the Contractor shall resolve such alleged damages or claims directly with the Separate Contractors.

6.2 MUTUAL RESPONSIBILITY

6.2.3 Delete Article 6.2.3 in its entirety.

ARTICLE 7 - CHANGES IN THE WORK

7.1 GENERAL

7.1.3 Add the following to the end of Article 7.1.3:

Except as permitted in Article 7.3, a change in the Contract Sum or the Contract Time shall only be accomplished by written change order. Therefore, the Contractor acknowledges that it is not entitled to a change in the Contract Sum

or the Contract Time in the absence of a written change order on the basis of the course of conduct or dealings between the parties and/or the Owner's express or implied acceptance of alterations or additions to the Work and/or the Owner has been unjustly enriched by the Contractor's Work or any other basis otherwise allowed by law or the facts and Contractor agrees that any such extra or changed work was performed by it as a volunteer.

7.2 CHANGE ORDERS

7.2.2 Add the following Article 7.2.2:

Contractor's execution of a change order constitutes a final settlement to the Contract Sum and construction schedule and the Contract Time for all matters relating to or arising out of the change in the Work that is the subject of the change order including, but not limited to, all direct and indirect costs associated with such change, all extended direct job site and home office overhead expenses and any and all delay and impact cost for the change, whether alone or in combination with other changes, including any impact, ripple or cumulative effect resulting therefrom, if any.

7.2.3 Add the following Article 7.2.3:

Adjustments to the Contract Sum by change order shall be based upon one of the methods set forth in Article 7.3.3.1, 7.3.3.2, 7.3.3.3 or 7.3.3.4, as appropriate. A reasonable allowance for the combined overhead and profit included in the change order shall be based upon the schedule set forth in 7.3.11 and as supplemented.

7.2.4 Add the following Article 7.2.4:

In order to facilitate consideration of change order requests, all such requests, except those involving an amount less than $500 must be accompanied by a complete itemization of costs, including labor, materials and subcontractor costs which shall likewise be itemized. Changes for more than $500 will not be approved without such itemization.

7.3 CONSTRUCTION CHANGE DIRECTIVES

7.3.8 Delete the first sentence and insert the following:

The amount of credit to be given by the Contractor to the Owner for a deletion or change which results in a net decrease in the Contract Sum shall be the actual net cost plus reasonable allowance for overhead on net cost and profit thereon as approved by the Architect and Owner.

7.3.11 Add the following Article 7.3.11:

The allowance for overhead and profit combined, including extended direct job and home office overhead and any and all delay, impact, inefficiency, disruption and ripple effect to be included in the total cost to the Owner, shall be based on the following schedule.

1 For the Contractor, for work performed by the Contractor's own forces, 15 percent of the cost

.2 For the Contractor, for work performed by the Contractor's subcontractor, 10 percent of the amount due the subcontractor.

.3 For each subcontractor or sub-subcontractor involved, for work performed by that subcontractor or sub-subcontractor's own forces, 15 percent of the cost.

.4 For each subcontractor, for work performed by the subcontractor's sub-subcontractor's, 10 percent of the amount due the sub-subcontractor.

.5 Costs to which overhead and profit is to be applied shall be determined in accordance with Article. 7.3.4.

ARTICLE 8 – TIME

8.2 PROGRESS AND COMPLETION

8.2.1 Add the following to the end of the second sentence:

and that the Contractor is fully capable of properly completing the Work within the Contract Time.

8.3 DELAYS AND EXTENSIONS OF TIME

8.3.3 Add the following to the end of Article 8.3.3:

No delay, interference, hindrance or disruption, from whatever source or cause, in the progress of the Contractor's Work shall be a basis for an extension of time and/or additional compensation, unless the delay, interference, hindrance or disruption (1) is without the fault and not the responsibility of the Contractor, its subcontractors and/or suppliers and (2) directly affects the overall completion of the Work as reflected on the critical path of the Contractor's updated and accepted construction schedules. The Contractor expressly agrees that the Owner shall have the benefit of any float in the construction schedule and that delays to construction activities, which do not affect the overall completion of the Work, do not entitle the Contractor to any extension in the Contract Time and/or increase in Contract Sum.

8.3.4 Add the following Article 8.3.4:

All claims by the Contractor for an increase in the Contract Time must follow the procedures set forth in Articles 15.1.2, 15.1.3, 15.1.5 and 15.1.6, including the requirement that the Contractor give written notice of any claim within twenty-one (21) days after occurrence of the event giving rise to such claim or within twenty-one (21) days after the Contractor first recognizes the condition giving rise to the claim, whichever is earlier.

8.3.5 Add the following Article 8.3.5:

If the Contractor submits a schedule indicating or otherwise expressing an intent to complete the Work prior to the date of substantial completion, the Owner shall have no liability to the Contractor for any failure by the Contractor to complete the Work prior to the expiration of the Contract Time.

8.3.6 Add the following Article 8.3.6.:

Weather Delays: The Contractor agrees that normal weather occurrences and disruption to construction activities are included in the schedule. Weather occurrences or delays beyond normal are defined as days beyond the NOAA average for each month as published by NOAA. Impacted days may be determined by the occurrence of weather events (rain) that occurred in excess of the average as indicated by NOAA.
The Contractor is responsible for providing the NOAA data, NOAA average, and the observed deviation in excess of the average as defined by NOAA for the city, state area. The weather data is to be received monthly with the Application for Payment.

All requests for time extensions shall be made monthly in writing with the Application for Payment. No monetary change in the contract value is considered due to impacted days. The Owner reserves the right to review any requests for consideration of value for extenuating circumstances by the Contractor in regard to schedule and value. The Owner is not obligated under this review for additional compensation as per Article 15.1.5.2.

ARTICLE 9 - PAYMENTS AND COMPLETION

9.3 APPLICATION FOR PAYMENTS

9.3.1 Add the following sentence to the end of Article 9.3.1:

The form of Application for Payment will be the current edition of the AIA Document G702, Application and Certification for Payment, supported with AIA Document G703, Continuation Sheet.

9.3.1.3 Add the following Article 9.3.1.3:

In any contract awarded by the state of Mississippi or any agency, unit or department of the State of Mississippi or by any political subdivision thereof, the amount of retainage that may be withheld is governed by Section 31-5-33 (1) of the Mississippi Code of 1972, as amended, which provides that retainage shall be five percent (5%) and when contract total amount is Two Hundred Fifty Thousand Dollars ($250,000.00) or greater, or on any contract with a subcontractor, regardless of amount, five percent (5%) shall be retained until the work is at least fifty percent (50%) complete, on schedule and satisfactory in the architect's and/or engineer's opinion, at which time fifty percent (50%) of the retainage held to date shall be returned to the prime contractor for distribution to the appropriate subcontractors and suppliers. Provided, however, that future retainage shall be withheld at the rate of two and one-half percent (2-1/2%).

In all other contracts, the Owner will retain, until the Work is one hundred percent (100%) complete, five percent (5%) of the amount due the Contractor on account of progress payments. No reduction in retainage will be made until final payment is made except that when the original Contract amount is in an amount equal to or greater than $250,000, then whenever such Work is fifty percent (50%) complete and on schedule and satisfactory, in the opinion of the Architect and the Owner, fifty percent (50%) of the retainage may be returned to the Contractor and two point five percent (2.5%) will be retained on all

subsequent progress payments. The Owner may subsequently increase the retainage if the Contractor's manner of completion of the Work and/or its progress does not remain satisfactory to the Architect and/or Owner or if the Surety withholds its consent to payment for other good and sufficient reasons.

9.3.2.1 Add the following Article 9.3.2.1:

Payment for materials stored at some location other than the Project site, may be approved by the Architect and the Owner after the Contractor has submitted the following items:

.1 An acceptable Lease Agreement between the Contractor or one of its subcontractors or suppliers and the owner of the land, or building, where the materials are stored covering the specific area where the materials are located.

.2 Consent of Surety or other acceptable bond to cover the materials stored off-site.

.3 All Perils Insurance coverage for the full value of the materials stored off-site.

.4 A Bill of Sale from the Manufacturer to the Contractor for the stored materials.

.5 A complete list and inventory of materials manufactured, stored and delivered to the storage site and of materials removed from the storage site and delivered to the Project.

.6 A review by the Architect of the materials stored off-site prior to release of payment.

.7 Proof of payment of stored materials verified by the supplier must be submitted to the Architect within thirty (30) days of the Application for Payment on which payment for said materials was made. If proof of payment is not submitted within thirty (30) days, then payment for said materials will be deducted from the next application for payment and withheld until proof of payment is received.

9.5 DECISIONS TO WITHHOLD CERTIFICATION

9.5.1.7 Delete the word "repeated".

9.5.1.8 Add the following Article 9.5.1.8:

The letter from the Contractor which is required by Article 15.1.6.2 has not been received.

9.6 PROGRESS PAYMENTS

9.6.1 Delete Article 9.6.1 in its entirety and insert the following:

Subject to the conditions of the Contract, the Owner shall make payment to the Contractor in the amount certified within thirty (30) days after receipt of the Certificate for Payment from the Architect. Payment shall not be considered

late until thirty (30) days after Owner's receipt of the approved Certificate for Payment from the Architect.

9.6.1.1 Add the following 9.6.1.1:

Contractor's Applications for Payment shall be submitted on or before the 25th day of each month. Any application not submitted on or before this date may not be processed or approved until the following month.

9.6.7 Delete the word "Unless" from the first sentence and insert the phrase "Whether or not".

Add the following to the end of Article 9.6.7:
The amount retained by the Contractor from each payment to each Subcontractor and material supplier shall not exceed the percentage retained by the Owner from the Contractor for the Subcontractor's Work.

9.7 FAILURE OF PAYMENT

9.7 In the first sentence, delete the words "or awarded by binding dispute resolution".

9.8 SUBSTANTIAL COMPLETION

9.8.1 Delete Article 9.8.1 in its entirety and insert the following:

Substantial completion for purposes of this Contract occurs upon Contractor's compliance with the following conditions precedent: (a) the Contractor furnishes to the Architect all close-out documents required by the Contract Documents in a form satisfactory to the Architect and the Owner, (b) the Contractor furnishes the manufacturers' certifications and/or warranties required by the Contract Documents; (c) the Contractor furnishes the Guarantee of Work set forth herein below; and (d) the Architect certifies that the Work is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended purpose.

The Guarantee of Work shall be submitted as a separate document signed by Contractor and Contractor's Surety and shall state the following:

Contractor and Contractor's Surety hereby guarantee that all Work performed on the Project is free from defective and/or nonconforming materials and workmanship and that for a period of one year from the date of final completion or such longer period of time as may be called for in the Contract Documents for such portions of the Work, Contractor or its Surety will repair and/or replace any defective and/or nonconforming materials and workmanship in accordance with the requirements of the Contract Documents.

9.8.2.1 Add the following Article 9.8.2.1:

The Contractor shall be responsible for the costs of inspections made by the Architect including any and all other related expenses incurred by the Architect for providing services for the Project required by failure of the Contractor to achieve final acceptance / completion of the Project within 30 days after the first occurrence of the below described events:

1 Specified date of Substantial Completion; or

.2 Actual date of Substantial Completion.

The costs of the Architect's additional services shall be deducted by the Owner from the Contractor's final application for payment to pay the Architect for additional services required by the Contractor's failure to achieve final completion of the project within the 30 day period described above.

9.8.4 Delete the last sentence of Article 9.8.4 and insert the following:

Warranties required by the Contract Documents shall commence and continue for one (1) year from the date of Substantial Completion except that the roof system shall be warranted for a period of three (3) years from the date of Substantial Completion.

9.8.5 Add the following to the end of Article 9.8.5:

Contractor's execution of the Certificate of Substantial Completion constitutes Contractor's representation that the items on the list accompanying the Certificate can and will be completed by Contractor and his subcontractors within thirty (30) days of Contractor's execution of the Certificate. Based upon this representation by Contractor and upon the acknowledgment of the Architect that the listed items remaining can be completed within thirty (30) days, the Owner agrees to execute the Certificate of Substantial Completion. If Contractor fails to complete the items on the list within thirty (30) days of Contractor's execution of the Certificate, then the Owner, at its option and without prejudice to any other rights or remedies it may have under this Contract or otherwise and without notice to Contractor or Surety, may proceed to have same completed and to deduct the reasonable costs thereof from the amounts then due or thereafter to become due to Contractor.

9.8.6 Add the following Article 9.8.6:

The costs of inspections made by Architect which are not required by Articles 4, 9.8 or 9.10 of the General Conditions and any other inspection required by Article 12 other than the year-end inspection itself, will be the responsibility of the contractor and will be deducted by the Owner from the Application for Payment submitted after the Owner's receipt of the Architect's statement for its costs of additional inspections. These costs are not the result of Contractor's failure to timely complete the Contract within the specified time and, therefore, such costs are in addition to and not a part of any liquidated damages calculation, if any.

9.8.7 Add the following Article 9.8.7:

Upon the Owner's acceptance of the Work as substantially complete and upon Contractor's compliance with all conditions precedent to substantial completion as stated in Section 00 73 13, Article 9.8.1 and upon application by the Contractor, the Owner will pay to the contractor all retainage held by the Owner less an amount equal to the greater of (a) two percent (2%) of the Contract Sum, or (b) two hundred percent (200%) of the estimated cost of the Work remaining to be performed by the Contractor in accordance with the Architect's determination. Final payment, including all retainage, shall be made at the time and in the manner provided for final payment in accordance with the provisions of Article 9.10 and the additional conditions precedent to final acceptance / payment set forth in Section 00 73 13, Article 9.8.5.

9.9 PARTIAL OCCUPANCY OR USE

9.9.1.1 ADD THE FOLLOWING ARTICLE 9.9.1.1:

The Owner's occupancy or use of any completed or partially completed portions of the Work shall not affect Contractor's obligation to complete incomplete items on the list attached to the Certificate of Substantial Completion within the time fixed in the Certificate and does not waive Owner's right to obtain completion of incomplete items at Contractor's expense upon Contractor's failure to timely complete same.

9.11 LIQUIDATED DAMAGES

Add the following Article 9.11:

Liquidated Damages. Time being of the essence of this Contract and a matter of material consideration thereof, a reasonable estimate in advance is established to cover losses incurred by the Owner if the Project is not substantially complete on the date set forth in the Contract Documents. The Contractor and his Surety will be liable for and will pay the Owner the sums hereinafter stipulated as fixed and agreed as liquidated damages for each calendar day for delay until the Work is substantially complete. The Contractor and his Surety acknowledge that the Owner's losses caused by the Contractor's delay are not readily ascertainable and that the amount estimated per day for liquidated damages is reasonable and is not a penalty.

ARTICLE 10 - PROTECTION OF PERSONS AND PROPERTY

10.1 SAFETY PRECAUTIONS AND PROGRAMS

Add the following to the end of Article 10.1:

The Architect shall not administer the Contractor's performance of its duties and responsibilities under Article 10 (including Articles 10.1 through 10.6) because the initiation, maintenance and supervision of safety precautions and programs is the sole responsibility of the Contractor as means, methods, techniques, sequences and procedures of construction and, therefore, is not part of the Contractor's scope of Work that is to be administered by the Architect.

ARTICLE 11 - INSURANCE AND BONDS

11.1 CONTRACTOR'S INSURANCE AND BONDS

11.1.2 Delete Article 11.1.2 in its entirety and insert the following:

The insurance required by Article 11.1.1 will be written for not less than the following, or greater amounts if required by law or if deemed necessary by the Contractor to protect its interests.

.1 GENERAL LIABILITY:

Commercial General Liability (Including XCU)		
General Aggregate	$1,000,000.00	Aggregate
Products & Completed Operations	$1,000,000.00	Aggregate
Personal & Advertising Injury	$1,000,000.00	Per Occurrence
BI & PD (Per Occurrence)	$1,000,000.00	Per Occurrence
Fire Damage Liability	$ 50,000.00	Per Occurrence

Medical Expense	$ 5,000.00	Per Person
.2 OWNERS & CONTRACTORS PROTECTIVE LIABILITY:		
Bodily Injury & Property Damage	$1,000,000.00	Aggregate
Bodily Injury & Property Damage	$ 500,000.00	Per Occurrence
.3 AUTOMOBILE LIABILITY:		
(Owned, non-owned & hired vehicles)		
Contractor Insurance Option Number 1:		
Bodily Injury & Property Damage (Combined Single Limit)	$ 500,000.00	Per Occurrence
Contractor Insurance Option Number 2:		
Bodily Injury	$ 250,000.00	Per Occurrence
Bodily Injury	$ 500,000.00	Per Accident
Property Damage	$ 100,000.00	Per Occurrence
.4 EXCESS LIABILITY:		
(Umbrella on projects over $500,000)		
Bodily Injury & Property Damage	$1,000,000.00	Aggregate
(Combined Single Limit)	$1,000,000.00	Per Occurrence
.5 WORKERS' COMPENSATION:		
(As required by Statute)		
EMPLOYERS' LIABILITY		
Accident	$ 100,000.00	Per Occurrence
Disease	$ 500,000.00	Policy Limit
Disease	$ 100,000.00	Per Employee
.6 PROPERTY INSURANCE:		
Builder's Risk	$ Must be equal to value	
Or Installation Floater	of work	

The Owner and Architect will be named as additional insureds on the Contractor's CGL policy and the Contractor's certificate of insurance must state that the Owner and Architect are additional insureds under the referenced CGL policy and that all of Contractor's contractual liabilities, including but not limited to its indemnity obligations, are covered by such CGL policy.

Any language contained on the certificate of insurance form or elsewhere to the contrary is deemed stricken.

The certificate of insurance must also state that all of Contractor's contractual liabilities, including but not limited to its indemnity obligations, are covered. Any terms and conditions contained in the certificate of insurance which are contrary to the Contractor's contractual obligations are hereby stricken from the certificate.

11.1.5 Add the following Article 11.1.5:
Furnish one copy of the certificate herein required for each copy of the Agreement, specifically setting forth evidence of all coverage required by Article 11. The form of the certificate will be AIA Document G715 or a similar form acceptable to Owner. Furnish to the Owner and Architect, copies of any endorsements that are subsequently issued amending coverage or limits. If the coverages are provided on a claims-made basis, the policy date or retroactive date shall predate the Contract and the termination date of the policy, or the applicable extended reporting period shall be no earlier than the termination date of coverages required to be maintained after final payment.

11.2 OWNER'S INSURANCE

11.2 Delete Article 11.2 in its entirety and insert the following:
The Contractor will pay for and maintain such insurance as will protect the Owner and Architect from their contingent liability to others for damages

because of bodily injury, including death, which may arise from operations under this Contract and other liability for damages which the Contractor is required to insure under any provision of this Contract. Certificate of this insurance shall be filed with the Owner and Architect and will be the same limits set forth in Article 11.1.2.

11.3 WAIVERS OF SUBROGATION

Delete Article 11.3 in its entirety.

11.5 ADJUSTMENT AND SETTLEMENT OF INSURED LOSS

11.5.3 Add the following Article 11.5.3:
In addition to the above, the Contractor shall obtain in the Owner's and Architect's names, and maintain during the same time period, Public Protective Liability Insurance and Property Damage Insurance in the amount of not less than $1,000,000 combined single limit, which policies shall cover the operations of the Contractor, and those of his subcontractors to protect the Owner and Architect from loss. This protection is not to be considered as a separate policy by the Contractor, but shall be a rider to the Contractor's coverage.

ARTICLE 12 - UNCOVERING AND CORRECTION OF WORK

12.1 UNCOVERING OF WORK

12.1.2 Delete the second sentence of Article 12.1.2 entirely and replace with:

If such Work is in accordance with the Contract Documents, costs of uncovering and replacement shall, by appropriate Change Order, be at the Owner's expense.

12.2 CORRECTION OF WORK

12.2.2 AFTER SUBSTANTIAL COMPLETION

12.2.2.1 Add the following to the end of Article 12.2.2.1:

Prior to the end of the one-year period (three years for roof systems), the Architect may schedule a warranty inspection which shall be attended by the Architect, the Owner, the Contractor and all major subcontractors. During this inspection, the parties shall identify all defective and/or nonconforming items and fix a time within which all defective and/or nonconforming items shall be repaired and/or replaced.

12.2.2.1.1 Add the following Article 12.2.2.1.1:

Within the one-year period (three years for roof systems), provided for in the Guarantee of Work required by Article 9.8.1, if repairs or replacement are requested by Owner in connection with the Work which, in the opinion of the Owner, are rendered necessary as a result of the use of materials, equipment or workmanship which are inferior, defective or not in accordance with the Contract Documents, the Contractor and/or its Surety shall promptly, upon receipt of notice from and without expense to the Owner, place in satisfactory condition in every particular, all such Work, correct all defects therein and make good all damages to the building, site, equipment or contents thereof; and make

good any work or materials or the equipment and contents of said buildings or site disturbed in fulfilling any such guarantee. If, after notice or within the time agreed upon by the parties at the warranty inspection, the Contractor and/or its Surety fail to proceed promptly to comply with the terms of the guarantee, the Owner may have the defects corrected in accordance with Article 2.5 and the Contractor and his Surety shall be liable for all expenses incurred. All special guarantees applicable to definite parts of the Work stipulated in the Contract Documents shall be subject to the terms of this paragraph during the first year of the life of such special guarantee.

ARTICLE 13 - MISCELLANEOUS PROVISIONS

13.5 INTEREST

13.5 Delete Article 13.5 in its entirety and insert the following:

Pursuant to Section 31-5-25 of the Mississippi Code of 1972, as amended, If progress payment are not paid within forty-five (45) calendar days from the day they were due and payable, then they shall bear interest from the due date until paid at the rate of one percent (1%) per month until fully paid. If the final payment is not made within 45 (forty-five) days from the date is is due under the terms of the Contract, then it shall bear interest from the due date until paid at the rate of one percent (1%) per month until fully paid.

ARTICLE 14 - TERMINATION OR SUSPENSION OF THE CONTRACT

14.1 TERMINATION BY THE CONTRACTOR

14.1.1.4 Delete Article 14.1.1.4 in its entirety.

14.1.3 Delete ", as well as reasonable overhead and profit on Work not executed," between "executed" and "and" in the third line.

14.2 TERMINATION BY THE OWNER FOR CAUSE

14.2.1.1 Delete the word "repeatedly" from Article 14.2.1.1.

14.2.1.3 Delete the word "repeatedly" from Article 14.2.1.3.

14.2.1.5 Add the following Articles 14.2.1.5 and 14.2.1.6:

.5 fails to achieve Substantial Completion of the Project as described in Section 00 73 13, Article 9.8.5, within the time stated therein;

.6 fails to meet any deadline required by the Contract. Contractor acknowledges that time is of the essence of this Contract and that all deadlines required by the Contract are critical to timely completion of the Contract. Therefore, Contractor agrees that its failure to meet any deadline constitutes a substantial and material breach of this Contract, entitling the Owner to terminate the Contract.

14.2.4 Delete the phrase "Initial Decision Maker" and insert the word "Architect".

14.2.5 Add the following Article 14.2.5:

If the Owner terminates the Contract for cause, and it is determined for any reason that the Contractor was not actually in default under the Contract at the

time of termination, the Contractor shall be entitled to recover from the Owner the same amount as the Contractor would be entitled to receive under a termination for convenience as provided by Article 14.4. The foregoing shall constitute the Contractor's sole and exclusive remedy for termination of the Contract. In no event shall the Contractor be entitled to special, consequential, or exemplary damages, nor shall the Contractor be entitled to anticipated profits resulting from termination of this Contract.

14.4 TERMINATION BY THE OWNER FOR CONVENIENCE

14.4.3 Add after the end of that sentence: "The Contractor shall not be entitled to receive any payment for either overhead or profit on work not performed."

ARTICLE 15 - CLAIMS AND DISPUTES

15.1 CLAIMS

15.1.6 CLAIMS FOR ADDITIONAL TIME

15.1.6.2 Add the following to the end of Article 15.1.6.2:

The Contractor must submit each month with his Application for Payment a separate letter stating that he is requesting an extension of time for abnormal adverse weather or that he has no claim for an extension for that period of time. Payment is not due on the Application for Payment until the letter is received. Complete justification, as per Article 8.3.6.,including weather reports, daily reports, correspondence and any other supporting data must be provided for each day for which a request for time extension is made in compliance with Article 8.3.6. A letter or statement that the Contractor was delayed is not as adequate justification. The receipt of this request and data by the Architect will not be considered as Owner or Architect approval of a time extension in any way.

15.1.6.3 Add the following Article 15.1.6.3:

A. This Article governs the procedure for determination of time extensions for abnormally adverse or unusually severe weather. In order for the Owner and Architect to award a time extension under this Article, the following conditions must be satisfied:

(1) The weather experienced at the Project site during the Contract period must be found to be abnormally adverse or unusually severe, that is, more severe than the adverse weather anticipated for the Project location during any given month.

(2) The abnormally adverse or unusually severe weather must actually cause a delay to the completion of the Project. The delay must be beyond the control and without the fault or negligence of the Contractor.

B. The following schedule of monthly anticipated adverse weather delays is based on National Oceanic and Atmospheric Administration (NOAA) or similar data for the Project location and will constitute the base line for monthly weather time evaluations. The Contractor's activity durations in the progress schedule must reflect these anticipated adverse weather delays in all weather dependent activities.

MONTHLY ANTICIPATED ADVERSE WEATHER DAYS BASED ON FIVE (5) DAY WORK WEEK

JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
(6)	(6)	(5)	(5)	(5)	(5)	(5)	(7)	(4)	(4)	(4)	(7)

C. Upon acknowledgment of the Notice of Proceed (NTP) and continuing throughout the Contract, the Contractor shall record on the daily report, the occurrence of adverse weather and resultant impact to normally scheduled Work. Actual adverse weather delay days must prevent work on the Project's critical activities for 50 percent or more of the Contractor's scheduled work day. The number of actual adverse weather days shall include days impacted by actual adverse weather (even if adverse weather occurred in previous month), be calculated chronologically from the first to the last day of each month, and be recorded as full days. If the number of actual adverse weather delay days exceeds the number of days anticipated in paragraph B, above, the Owner and the Architect will convert any qualifying delays to calendar days, giving full consideration for equivalent fair weather work days, and issue a modification in accordance with the contract.

15.1.6.4 Add the following Article 15.1.6.4:

Claims for increase in the Contract Time shall set forth in detail the facts and circumstances which support such Claim, including but not limited to, the cause of such delay, the date such delay began to affect the critical path, the date such delay ceased to affect the critical path and the number of days of additional time requested. The Contractor shall not be entitled to an increase in the Contract Time for delays which did not affect the critical path or to the extent there were concurrent non-excusable delays. The Contractor may be requested to provide additional documentation to substantiate its Claim, including but not limited to, schedules that indicate all activities affected by such delay.

15.1.7 Add the following Article 15.1.7:

The Contractor waives Claims against the Owner for consequential damages arising out of or relating to this Contract. This waiver includes damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit, except anticipated profit arising directly from the Work.

This waiver is applicable, without limitation, to all consequential damages due to the Owner's termination in accordance with Article 14. Nothing contained in this Section 15.1.7 shall be deemed to preclude assessment of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

15.2 INITIAL DECISION

15.2.4 Add "within thirty (30) days" to the end of Article 15.2.4.

15.3 MEDIATION

15.3.1 Delete the phrase "shall be subject to mediation as a condition precedent to binding dispute resolution" and insert the phrase "may be subject to mediation upon mutual agreement of the Owner and Contractor".

15.3.2 Delete the word "shall" in the first sentence wherever it appears and insert the word "may".

15.3.3 Delete Article 15.3.3 in its entirety.

15.4 ARBITRATION

Section 15.4, Arbitration, is deleted in its entirety. The City is precluded by the interpretation of Mississippi law by the Mississippi Attorney General from agreeing to binding arbitration.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

END OF SECTION

Bond No. DUA003791

Document A312™ – 2010

Conforms with The American Institute of Architects AIA Document 312

Performance Bond

CONTRACTOR:
(Name, legal status and address)

Independent Roofing Systems, Inc.
175 Excell Drive
Pearl, MS 39208

SURETY:
(Name, legal status and principal place of business)

AXIS Insurance Company
10000 Avalon Boulevard, Suite 200
Alpharetta, GA 30009
Mailing Address for Notices

10000 Avalon Boulevard, Suite 200
Alpharetta, GA 30009

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:
(Name, legal status and address)

City of Jackson
219 South President St.
Jackson, MS 39201

CONSTRUCTION CONTRACT
Date: June 2, 2025

Amount: $ 739,000.00 Seven Hundred Thirty Nine Thousand Dollars and 00/100

Description:
(Name and location)

Roofing

BOND
Date: June 9, 2025

(Not earlier than Construction Contract Date)

Amount: $ 739,000.00 Seven Hundred Thirty Nine Thousand Dollars and 00/100

Modifications to this Bond: ☒ None ☐ See Section 16

CONTRACTOR AS PRINCIPAL

Company: *(Corporate Seal)*

Independent Roofing Systems, Inc.

Signature:

Name and Title: Larry Montpelier Vice President

SURETY

Company: *(Corporate Seal)*

AXIS Insurance Company

Signature:

Name and Title: Michelle Anne McMahon Attorney-in-Fact

(Any additional signatures appear on the last page of this Performance Bond.)

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:

Willis Towers Watson Midwest, Inc.
233 South Wacker Drive, Suite 1800
Chicago, IL 60606
312-288-7700

OWNER'S REPRESENTATIVE:
(Architect, Engineer or other party:)

CDFL
3221 Old Canton Rd
Jackson, 39216

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

§ 2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after

.1 the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;

.2 the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and

.3 the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

§ 4 Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

§ 5 When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

§ 5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

§ 5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

§ 5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

§ 5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or

.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

§ 6 If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

§ 7 If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for

.1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
.2 additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and
.3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

§ 8 If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.

§ 9 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors and assigns.

§ 10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 11 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

§ 13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 14 Definitions

§ 14.1 Balance of the Contract Price. The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

§ 14.2 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

§ 14.3 Contractor Default. Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

§ 14.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 14.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.

§ 15 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 16 Modifications to this bond are as follows:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL		SURETY	
Company:	*(Corporate Seal)*	Company:	*(Corporate Seal)*
Signature: _____		Signature: _____	
Name and Title:		Name and Title:	
Address		Address	

Bond No. DUA003791

Document A312™ – 2010

Conforms with The American Institute of Architects AIA Document 312

Payment Bond

CONTRACTOR:
(Name, legal status and address)

Independent Roofing Systems, Inc.
175 Excell Drive
Pearl, MS 39208

SURETY:
(Name, legal status and principal place of business)

AXIS Insurance Company
10000 Avalon Boulevard, Suite 200
Alpharetta, GA 30009
Mailing Address for Notices

10000 Avalon Boulevard, Suite 200
Alpharetta, GA 30009

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:
(Name, legal status and address)

City of Jackson
219 South President St.
Jackson, MS 39201

CONSTRUCTION CONTRACT
Date: June 2, 2025

Amount: $ 739,000.00 Seven Hundred Thirty Nine Thousand Dollars and 00/100

Description:
(Name and location)
Roofing

BOND
Date: June 9, 2025
(Not earlier than Construction Contract Date)

Amount: $ 739,000.00 Seven Hundred Thirty Nine Thousand Dollars and 00/100

Modifications to this Bond: [X] None [ ] See Section 18

CONTRACTOR AS PRINCIPAL
Company: *(Corporate Seal)*

Independent Roofing Systems, Inc.

Signature:
Name and Title: Larry Montpelier Vice President

SURETY
Company: *(Corporate Seal)*

AXIS Insurance Company

Signature:
Name and Title: Michelle Anne McMahon Attorney-in-Fact

(Any additional signatures appear on the last page of this Payment Bond.)

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:
Willis Towers Watson Midwest, Inc.
233 South Wacker Drive, Suite 1800
Chicago, IL 60606
312-288-7700

OWNER'S REPRESENTATIVE:
(Architect, Engineer or other party:)

CDFL
3221 Old Canton Rd
Jackson, 39216

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.

§ 2 If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Section 13) of claims, demands, liens or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety.

§ 4 When the Owner has satisfied the conditions in Section 3, the Surety shall promptly and at the Surety's expense defend, indemnify and hold harmless the Owner against a duly tendered claim, demand, lien or suit.

§ 5 The Surety's obligations to a Claimant under this Bond shall arise after the following:

§ 5.1 Claimants, who do not have a direct contract with the Contractor,

.1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and

.2 have sent a Claim to the Surety (at the address described in Section 13).

§ 5.2 Claimants, who are employed by or have a direct contract with the Contractor, have sent a Claim to the Surety (at the address described in Section 13).

§ 6 If a notice of non-payment required by Section 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Section 5.1.1.

§ 7 When a Claimant has satisfied the conditions of Sections 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:

§ 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

§ 7.2 Pay or arrange for payment of any undisputed amounts.

§ 7.3 The Surety's failure to discharge its obligations under Section 7.1 or Section 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Section 7.1 or Section 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

§ 8 The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Section 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

§ 9 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

§ 10 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond.

§ 11 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 12 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Section 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 13 Notice and Claims to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

§ 14 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 15 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

§ 16 Definitions

§ 16.1 Claim. A written statement by the Claimant including at a minimum:

.1 the name of the Claimant;
.2 the name of the person for whom the labor was done, or materials or equipment furnished;
.3 a copy of the agreement or purchase order pursuant to which labor, materials or equipment was furnished for use in the performance of the Construction Contract;
.4 a brief description of the labor, materials or equipment furnished;
.5 the date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
.6 the total amount earned by the Claimant for labor, materials or equipment furnished as of the date of the Claim;
.7 the total amount of previous payments received by the Claimant; and
.8 the total amount due and unpaid to the Claimant for labor, materials or equipment furnished as of the date of the Claim.

§ 16.2 Claimant. An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

§ 16.3 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

§ 16.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 16.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.

§ 17 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 18 Modifications to this bond are as follows:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL		**SURETY**	
Company:	*(Corporate Seal)*	Company:	*(Corporate Seal)*
Signature:		Signature:	
Name and Title:		Name and Title:	
Address		Address	

NOTARY ACKNOWLEDGMENT OF SURETY:

State of Connecticut

County of Hartford ss.

On this the 9th day of June, 20 25, before me, Stephanie Harvey, the undersigned officer, personally appeared Michelle Anne McMahon, known to me (or satisfactorily proven) to be the person whose name is subscribed as Attorney-In-Fact for AXIS Insurance Company, and acknowledged that s/he executed the same as the act of his/her principal for the purposes therein contained.

In witness whereof I hereunto set my hand.



Signature of Notary Public
Date Commission Expires: March 31, 2027
Stephanie Harvey
Printed Name of Notary

STEPHANIE HARVEY
NOTARY PUBLIC - CT 185862
My Commission Expires Mar. 31, 2027

DUA003791

POWER OF ATTORNEY

Know All Men by These Presents: That **AXIS Insurance Company**, an Illinois property and casualty company, (the "Company") does hereby appoint:

Jonathan Gleason, Connor Wolpert, Sarah Murtha, Doritza Mojica, and Michelle Anne McMahon

as its true and lawful Attorney(s)-In-Fact, to make, execute, seal and deliver for and on its behalf as surety, bonds and undertakings, such documents to be valid as though executed by the Company on its own behalf. The Company may revoke this appointment at any time.

EXCEPTION: NO AUTHORITY is granted to make, execute, seal and deliver bonds or undertakings that guarantee the payment or collection of any promissory note, check, draft or letter of credit.

This Power of Attorney is signed, sealed and certified under and by the authority of resolutions adopted by unanimous written consent of the Board of Directors of the Company on September 27, 2023:

> RESOLVED, that in connection with the Agreements, any one of the Chief Executive Officer, President, any Executive Vice President, any Senior Vice President of the Company, or any Vice President - Surety (each an "Authorized Officer"), acting singly, shall have the power and authority to appoint and revoke Attorneys-In-Fact, and to allow such Attorneys-In-Fact to further delegate their power and authority pursuant to appropriate written agreements, to make, execute, seal and deliver for and on behalf of the Company as surety, bonds and undertakings, such documents to be valid as though executed by the Company on its own behalf; and
>
> RESOLVED FURTHER, that each of the each of the Authorized Officers and any Secretary or Assistant Secretary of the Company, hereby is, acting singly, authorized, empowered and directed to perform such acts and things as may be necessary or appropriate to carry out the foregoing resolution and the transactions contemplated thereby.

In Witness Whereof, AXIS Insurance Company has caused this instrument to be signed and its corporate seal to be affixed by a duly elected and qualified officer, this 10th day of October, 2023.

Attested and Certified
AXIS Insurance Company

By:

Printed Name: Andrew M. Weissert

Title: Senior Vice President

AXIS INSURANCE COMPANY CORPORATE SEAL ILLINOIS

STATE OF GEORGIA
COUNTY OF FULTON

Before me personally came Andrew M. Weissert, Senior Vice President of AXIS Insurance Company, to me known to be the individual and officer described herein, who acknowledged that they, being duly authorized, signed, sealed with the corporate seal and delivered the foregoing instrument by the authority and direction of said Company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal.

Angela Grubbs
Notary Public

ANGELA GRUBBS NOTARY PUBLIC Exp. Dec. 13, 2025 FORSYTH COUNTY, GA

CERTIFICATION

I, Frances R. Mathis, Assistant Secretary of AXIS Insurance Company, do hereby certify that the attached Power of Attorney the 10th day of October, 2023, on behalf of the person(s) as listed above is a true and correct copy and the same has been in full force and effect since the date thereof and is in full force and effect on the date of this certificate; and I do further certify that the said Andrew M. Weissert, who executed the Power of Attorney, was a duly elected Senior Vice President of AXIS Insurance Company on the date of the execution of the attached Power of Attorney.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the corporate seal of AXIS Insurance Company on this the 9th day of June, 2025.

Printed Name: Frances R. Mathis

Title: Assistant Secretary

AXIS INSURANCE COMPANY CORPORATE SEAL ILLINOIS

STANDARD CONSTRUCTION CONTRACT CERTIFICATE OF INSURANCE

This certificate of insurance neither affirmatively nor negatively amends, extends, or alters the coverage afforded in the policies below.

INSURED: (Contractor's Name & Address) City of Jackson 219 South President, Jackson, MS 39201 **ADDITIONAL INSURED:** (check to indicate coverage) Design Professional Cooke Douglass Parr Lemoss PA X Owner	A	
	B	Markel American Insurance Company 28932
PROJECT: City of Jackson 911 Operations Center	C	
	D	
OWNER: City of Jackson	E	

Type Insurance	Co	Policy Number	Policy Period	Coverage and Minimum Amount	
General Liability Commercial General Liability				General Aggregate	$ 1,000,000
				Products Comp/Ops (Aggregate)	$ 1,000,000
				Personal Injury (Per Occurrence)	$ 500,000
				BI & PD (Per Occurrence)	$ 500,000
				Fire Damage (Per Fire)	$ 50,000
				Medical Expense (Per Person)	$ 5,000
Owner's / Contractor's Protective Liability	B	OCPMAR0002461	2/1/2025-2/1/202	General Aggregate	$ 1,000,000
				Per Occurrence	$ 500,000
Automobile Liability				Bodily Injury / Property Damage Combined Single Limit (Per Occurrence)	$ 500,000
				OR Bodily Injury (Per Person)	$ 250,000
				Bodily Injury (Per Accident)	$ 500,000
				Property Damage (Per Occurrence)	$ 100,000
Excess Liability (Umbrella on projects over $500,000				Aggregate	$ 2,000,000
				Per Occurrence	$ 1,000,000
Workers' Compensation (As required by Statute) Employers' Liability				Accident (Per Occurrence)	$ 100,000
				Disease-Policy Limit	$ 500,000
				Disease-Per Employee	$ 100,000
Property Insurance				Builders' Risk	Must be equal to Value of Work
Other					

Certification: I certify that these policies (subject to their terms, conditions and exclusions) have been (1) issued to the Insured for the coverages and at least the amounts as indicated by companies licensed in Mississippi; (2) countersigned by a Mississippi Resident Agent; (3) endorsed to require the company to give thirty (30) days written notice to the Owner prior to cancellation of non-renewal of above.

Producing Agent: 123OCP/Stan Szczurek
565 East Swedesford Road Suite 100
Wayne, PA 19087

8/1/2025

Stan Szczurek, EVP

STANDARD CONSTRUCTION CONTRACT
CERTIFICATE OF INSURANCE

This certificate of insurance neither affirmatively nor negatively amends, extends, or alters the coverage afforded in the policies below.

INSURED: (Contractor's Name & Address)
Independent Roofing Systems, Inc
175 Excel Drive, Pearl, MS 39288

ADDITIONAL INSURED: (check to indicate coverage)
Design Professional
Cooke Douglass Farr Lemons PA X
Owner

PROJECT: City of Jackson
911 Operations Center

OWNER: City of Jackson

	COMPANIES PROVIDING COVERAGE
A	CNA Insurance Company 20443
B	
C	CNA Insurance Company 20443
D	CNA Insurance Company 20443
E	Ohio Casualty Insurance Group 24074

Type Insurance	Co	Policy Number	Policy Period	Coverage and Minimum Amount	
General Liability Commercial General Liability	A	094703422	5/1/2025 - 5/1/2026	General Aggregate	$ 1,000,000
				Products Comp/Ops (Aggregate)	$ 1,000,000
				Personal Injury (Per Occurrence)	$ 500,000
				BI & PD (Per Occurrence)	$ 500,000
				Fire Damage (Per Fire)	$ 50,000
				Medical Expense (Per Person)	$ 5,000
Owner's / Contractor's Protective Liability				General Aggregate	$ 1,000,000
				Per Occurrence	$ 500,000
Automobile Liability	C	094703436	5/1/2025 -5/1/2026	Bodily Injury / Property Damage Combined Single Limit (Per Occurrence)	$ 500,000
				OR Bodily Injury (Per Person)	$ 250,000
				OR Bodily Injury (Per Accident)	$ 500,000
				OR Property Damage (Per Occurrence)	$ 100,000
Excess Liability (Umbrella on projects over $500,000				Aggregate	$ 1,000,000
				Per Occurrence	$ 1,000,000
Workers' Compensation (As required by Statute) Employers' Liability	D	7094703453	5/1/2025 -5/1/2026	Accident (Per Occurrence)	$ 100,000
				Disease-Policy Limit	$ 500,000
				Disease-Per Employee	$ 100,000
Property Insurance	E	MO69325870	2/1/2025 - 2/1/2026	Builders' Risk	Must be equal to Value of Work
Other					

Certification: I certify that these policies (subject to their terms, conditions and exclusions) have been (1) issued to the Insured for the coverages and at least the amounts as indicated by companies licensed in Mississippi; (2) countersigned by a Mississippi Resident Agent; (3) endorsed to require the company to give thirty (30) days written notice to the Owner prior to cancellation of non-renewal of above.

Producing Agent: (Name, Address and Telephone)
Hunter Cox, Marsh McClellan Agency
Senior Vice President – Insurance & Bonds
315 Newpointe Drive, Ridgeland, MS 39157
601-720-0035

(Signature & Date)
06/10/2025

(Name and Title of Authorized Representative)

June 11th, 2025

City of Jackson
219 South President, Jackson, MS 39201

Attention: Letter of Authority

We confirm that we have entered into an agency agreement with Alliant Insurance Services. This agreement came into effect on September 1st, 2023 and will continue until so deemed. This letter will also confirm that this agreement grants Alliant Insurance Services the authority to manage Markel Owners and Contractors Protective Liability product via 123OCP platform.

We also confirm that we deem:

a. Any business accepted by Alliant on our behalf to have been accepted by us along as the business is within Markel Underwriting Guidelines; and

b. Any premium paid to Alliant to have been paid to us.

Our company regularly audits the business operation of Alliant Insurance Services to insure compliance with the agency agreement, and at this time Alliant is in good standing with our company.

Regards,

Helen Xu, CFA, CPCU
Managing Director, Markel Specialty Programs
535 Springfield Ave, Summit, NJ 07901

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 5/27/2025

5/1/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Lockton Companies, LLC
444 W. 47th St., Ste. 900
Kansas City MO 64112-1906
(816) 960-9000
kcasu@lockton.com

CONTACT NAME:
PHONE (A/C, No, Ext):
FAX (A/C, No):
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE — NAIC #

INSURER A : --- SEE ATTACHMENT ---
INSURER B : Great American E & S Insurance Company — 37532
INSURER C :
INSURER D :
INSURER E :
INSURER F :

INSURED
1560324
INDEPENDENT ROOFING SYSTEMS, INC.
175 EXCEL DRIVE
PEARL MS 39208

COVERAGES **CERTIFICATE NUMBER:** 21879366 **REVISION NUMBER:** XXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY ☐ PRO-JECT ☐ LOC OTHER:			NOT APPLICABLE			EACH OCCURRENCE $ XXXXXXX DAMAGE TO RENTED PREMISES (Ea occurrence) $ XXXXXXX MED EXP (Any one person) $ XXXXXXX PERSONAL & ADV INJURY $ XXXXXXX GENERAL AGGREGATE $ XXXXXXX PRODUCTS - COMP/OP AGG $ XXXXXXX $
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY			NOT APPLICABLE			COMBINED SINGLE LIMIT (Ea accident) $ XXXXXXX BODILY INJURY (Per person) $ XXXXXXX BODILY INJURY (Per accident) $ XXXXXXX PROPERTY DAMAGE (Per accident) $ XXXXXXX $ XXXXXXX
A	UMBRELLA LIAB X OCCUR X EXCESS LIAB CLAIMS-MADE DED RETENTION $	N	N	--- SEE ATTACHMENT ---	5/28/2025	5/1/2026	EACH OCCURRENCE $ 15,000,000 AGGREGATE $ 15,000,000 $ XXXXXXX
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N ☐ N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			NOT APPLICABLE			PER STATUTE OTH-ER E.L. EACH ACCIDENT $ XXXXXXX E.L. DISEASE - EA EMPLOYEE $ XXXXXXX E.L. DISEASE - POLICY LIMIT $ XXXXXXX
B	PROFESSIONAL & POLLUTION LIABILITY	N	N	PCME97802802	5/29/2025	5/29/2026	PROF LIMIT: $2M OCC/AGG POLL LIMIT: $2M OCC/AGG $25K SELF-INSURED RETENTION

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
UMBRELLA/EXCESS LIABILITY FOLLOWS FORM THE UNDERLYING GENERAL LIABILITY, AUTO LIABILITY AND EMPLOYERS' LIABILITY.

CERTIFICATE HOLDER

21879366
CITY OF JACKSON
200 S. PRESIDENT
JACKSON MS 39205-0017

CANCELLATION See Attachment

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Leigh M Arnold

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Attachment Code: D669298 Master ID: 1560324, Certificate ID: 21879366

UMBRELLA COVERAGE BREAKDOWN

Primary - $5M	
Carrier	Navigators Insurance Company
NAIC	42307
Policy number	GA25EXCZ04FYSIV
Policy term	5/28/2025 – 5/1/2026
Limits	
Each occurrence limit	$5,000,000
General aggregate limit	$5,000,000
Products and completed operations aggregate limit	$5,000,000
Retention	N/A
2nd Layer - $5M x $5M	
Carrier	Gotham Insurance Company
NAIC	25569
Policy number	EX202500006374
Policy term	5/28/2025-5/1/2026
Limits	
Each occurrence limit	$5,000,000
Aggregate Limit	$5,000,000
3rd Layer - $5M x $10M	
Carrier	Vantage Risk Specialty Insurance Company
NAIC	16275
Policy number	P03XC0000034562
Policy term	5/28/2025-5/1/2026
Limits	
Each occurrence limit	$5,000,000
Aggregate	$5,000,000

AIA® Document G701® – 2017

Change Order

PROJECT: *(Name and address)* City of Jackson - 911 Operations Center Improvements Jackson, Mississippi	**CONTRACT INFORMATION:** Contract For: General Construction Date: June 2, 2025	**CHANGE ORDER INFORMATION:** Change Order Number: 001 Date: June 10, 2026
OWNER: *(Name and address)* City of Jackson 219 South President Street Jackson, Mississippi 39201	**ARCHITECT:** *(Name and address)* CDFL Architects + Engineers PA 3221 Old Canton Road, Suite 200 Jackson, Mississipi 39216	**CONTRACTOR:** *(Name and address)* Independent Roofing Systems, Inc. 175 Excell Drive Pearl, Mississippi 39208

THE CONTRACT IS CHANGED AS FOLLOWS:
(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)
This Change Order incorporates Construction Change Directive No. 001 and reconciles the Owner's Construction Contingency of Twenty-Five Thousand Dollars ($25,000.00). Nineteen Thousand Dollars ($19,000.00) of the contingency was utilized for the work authorized by CCD No. 001, and the remaining unused contingency balance of Six Thousand Dollars ($6,000.00) is credited back to the Owner. This Change Order also increases the Contract Time by one hundred seventy-seven (177) calendar days, revising the date of Substantial Completion from December 15, 2025, to June 10, 2026.

The original Contract Sum was	$	739,000.00
The net change by previously authorized Change Orders	$	0.00
The Contract Sum prior to this Change Order was	$	739,000.00
The Contract Sum will be decreased by this Change Order in the amount of	$	6,000.00
The new Contract Sum including this Change Order will be	$	733,000.00

The Contract Time will be increased by One hundred seventy-seven (177) days.
The new date of Substantial Completion will be June 10, 2026

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

CDFL Architects + Engineers PA **ARCHITECT** *(Firm name)*	Independent Roofing Systems, Inc. **CONTRACTOR** *(Firm name)*	City of Jackson **OWNER** *(Firm name)*
 **SIGNATURE**	Larry Montpelier **SIGNATURE**	**SIGNATURE**
Chris Myers, AIA, Principal **PRINTED NAME AND TITLE**	Larry Montpelier, Vice President **PRINTED NAME AND TITLE**	**PRINTED NAME AND TITLE**
June 10, 2026 **DATE**	6/15/26 **DATE**	**DATE**

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User Notes: (3B9ADA4A)

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OFFICE OF THE CITY ATTORNEY
7/15/2026

ORDER AUTHORIZING THE MAYOR TO EXECUTE CHANGE ORDER NO. 1 TO THE CONTRACT OF LEWIS ELECTRIC, INC. FOR GROUP A TRAFFIC SIGNAL PROJECT, STP-0250-00(055)LPA/109282

WHEREAS, the City of Jackson executed a contract with Lewis Electric, Inc. on July 1, 2025 for the Group A Traffic Signal Project STP-0250-00(055)LPA/109282; and

WHEREAS, the project included improvements to traffic signals on Highway 80 and Ellis Avenue; and

WHEREAS, due to traffic signal improvements initiated along Highway 80 by the Mississippi Department of Transportation as part of a Memorandum of Understanding with the City, additional cameras are required for effective vehicle detection, which, in turn, required additional video detection sensors and cable; and

WHEREAS, new cable was also required to relocate the existing police cameras to new poles, as well as field adjustments to other pay items; and

WHEREAS, the Mississippi Department of Transportation ("MDOT") allocated additional grant funds for the project to address the additional costs associated with MDOT's traffic signal upgrades; and

WHEREAS, the amount of the change order is $66,940.00, which would increase the not-to-exceed amount of the contract to $1,141,339.00.

WHEREAS, the Department of Public Works, Engineering Division, recommends the approval of Change Order No. 1 in the amount of $66,940.00 to provide for the installation of additional cameras required for effective vehicle detection, which, in turn, required additional video detection sensors and cable, and for other adjustments in quantities.

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute Change Order No. 1 to the contract with Lewis Electric, Inc. for the Group A Traffic Signal Project STP-0250-00(055)LPA/109282, in the amount of $66,940.00, which increases the contract not-to-exceed amount to $1,141,339.00.

Agenda Item # 42
July 28, 2026
(Anderson, Horhn)

Office of the City Attorney

401 E. Capitol Street, Suite 300
Post Office Box 2779
Jackson, Mississippi 39207-2779
Telephone: (601) 960-1799
Facsimile: (601) 960-1756

OFFICE OF THE CITY ATTORNEY
JUL 2020

OFFICE OF THE CITY ATTORNEY

This **ORDER AUTHORIZING THE MAYOR TO EXECUTE CHANGE ORDER NO. 1 TO THE CONTRACT OF LEWIS ELECTRIC, INC. FOR GROUP A TRAFFIC SIGNAL PROJECT, STP-0250-00(055)LPA/109282** is legally sufficient for placement in NOVUS Agenda.

Sondra O. Moncure
SONDRA MONCURE, *Special Assistant*

7/22/2020
DATE

Terry Williamson, *Legal Counsel* TW

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

07/21/2026
DATE

	POINTS	COMMENTS
1.	**Brief Description/Purpose**	**ORDER AUTHORIZING THE MAYOR TO EXECUTE CHANGE ORDER NO. 1 TO THE CONTRACT OF LEWIS ELECTRIC, INC. FOR GROUP A TRAFFIC SIGNAL PROJECT, STP-0250-00(055)LPA/109282**
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	6. Infrastructure and Transportation
3.	**Who will be affected**	The Contractor and the City
4.	**Benefits**	Allows completion of the project to accommodate MDOT's traffic signal improvements implemented pursuant to the Memorandum of Understanding.
5.	**Schedule (beginning date)**	Upon execution of Change Order No. 1
6.	**Location:** ▪ **WARD** ▪ **CITYWIDE (yes or no) (area)** ▪ **Project limits if applicable**	Ward 5
7.	**Action implemented by:** ▪ **City Department** ■ ▪ **Consultant** ☐	Department of Public Works, Engineering Division
8.	**COST**	An additional $66,940.00 for a not-to-exceed amount of $1,141,339.00
9.	**Source of Funding** ▪ **General Fund** ☐ ▪ **Grant** ■ ▪ **Bond** ☐ ▪ **Other** ☐	The change order amount will be covered by an increase in the grant amount from MDOT

Revised 2-04

Department of Public Works

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

John Horhn
Mayor of the City of Jackson

MEMORANDUM

To: Hon. John Horhn

From: Lorenzo Anderson, P.E., Director
Department of Public Works

Date: July 21, 2026

Subject: Agenda Item for City Council Meeting

Attached, you will find an item for the City Council Agenda for Change Order No. 1 to the Construction Contract for the Group A Traffic Signal Project STP-0250-00(055)LPA/109282.

Change Order No. 1, in the amount of $66,940.00, is necessary due to the ongoing MDOT traffic signal upgrades on U.S. Highway 80, pursuant to MDOT's MOU with the City.

This change order increases the not-to-exceed contract amount to $1,141,339.00.

It is the recommendation of this office that this Change Order No. 1 be approved. If you have any questions or comments, please call me.

CITY OF JACKSON

CHANGE ORDER NO. 1	SHEET 1 of 2
CONTRACTOR NAME: Lewis Electric, Inc.	CITY PROJECT NO. STP-0250-00(055)LPA/109282
STREET: P.O. Box 320337	PROJECT NAME: Group A Traffic Signal Project
CITY.STATE. ZIP: Flowood, MS 39232	TYPE OF WORK: Traffic Signal Installation
ENGINEERING FIRM: Stantec	
ORIGINAL CONTRACT AMOUNT: $1,074,339.00	

Pay Item No.	Item of Work	Unit	Original Quantity Quantity	Revised Quantity	Qty+/-	Unit Price	Increase Amount	Decrease Amount
618-B001	Additional Construction Signs	SF	1	0	-1	$10.00	$0.00	-$10.00
907-626-A008	6" Thermoplastic Double Drop Traffic Stripe, Skip White	LF	4,200	3724	-476	$1.25	$0.00	-$595.00
907-626-C011	6" Thermoplastic Double Drop Edge Stripe, Continuous White	LF	4,415	4004	-411	$1.55	$0.00	-$637.05
907-626-E004	6" Thermoplastic Double Drop Traffic Stripe, Continuous Yellow	LF	5,100	4942	-158	$1.45	$0.00	-$229.10
907-626-G006	Thermoplastic Double Drop Detail Stripe, White	LF	3,775	3818	43	$5.55	$238.65	$0.00
907-626-H006	Thermoplastic Double Drop Legend, White	SF	847	844.8	-2	$10.00	$0.00	-$22.00
907-626-H007	Thermoplastic Double Drop Legend, White	LF	976	3940	2,964	$7.50	$22,230.00	$0.00
907-627-K001	Red-Clear Reflective High Performance Raised Markers	EA	234	154	-80	$11.00	$0.00	-$880.00
907-627-L001	Two-Way Yellow Reflective High Performance Raised Markers	EA	238	266	28	$11.00	$308.00	$0.00
907-634-C001	Pole Foundations, Class "B" Concrete	CY	61	55.6	-5	$940.00	$0.00	-$5,076.00
907-636-B012	Electric Cable, Underground in Conduit, IMSA 20-1, AWG 14, 3 Conductor	LF	1,269	1286	17	$2.50	$42.50	$0.00
907-636-B014	Electric Cable, Underground in Conduit, IMSA 20-1, AWG 14, 5 Conductor	LF	780	908	128	$3.00	$384.00	$0.00
907-636-B016	Electric Cable, Underground in Conduit, IMSA 20-1, AWG 14, 8 Conductor	LF	1,645	1966	321	$4.00	$1,284.00	$0.00
907-636-B053	Electric Cable, Underground in Conduit, THHN, AWG #6, 3 Conductor	LF	205	278	73	$8.00	$584.00	$0.00
907-636-D008	Electric Cable, Aerial Supported in Conduit, IMSA 20-1, AWG 14, 8 Conductor	LF	1,081	1000	-81	$4.00	$0.00	-$324.00
907-636-D020	Electric Cable, Aerial Supported in Conduit, THHN, AWG #6, 3 Conductor	LF	160	109	-51	$5.00	$0.00	-$255.00
907-637-A002	Pullbox Enclosure, Type 2	EA	13	11	-2	$1,500.00	$0.00	-$3,000.00
907-637-C028	Traffic Signal Conduit, Underground, Type 4, 2"	LF	245	470	225	$10.00	$2,250.00	$0.00
907-637-C030	Traffic Signal Conduit, Underground, Type 4, 3"	LF	60	87	27	$13.00	$351.00	$0.00
907-637-D002	Traffic Signal Conduit, Underground Drilled or Jacked, Rolled Pipe, 2"	LF	150	0	-150	$15.00	$0.00	-$2,250.00
907-637-D003	Traffic Signal Conduit, Underground Drilled or Jacked, Rolled Pipe, 3"	LF	1,030	1114	84	$25.00	$2,100.00	$0.00
907-637-F005	Traffic Signal Conduit, Aerial Supported, Type 1, 2"	LF	160	109	-51	$30.00	$0.00	-$1,530.00

907-640-B001	Shielded Cable, AWG #14, 2 Conductor	LF	808	1010	202	$3.00	$606.00	$0.00
907-643-A004	Video Vehicle Detection Sensor, Type 1A	EA	12	20	8	$5,000.00	$40,000.00	$0.00
907-643-B001	Video Vehicle Detection Cable	LF	2,368	3537	1,169	$5.00	$5,845.00	$0.00
907-653-B001	Street Name Sign	SF	139	138	-1	$115.00	$0.00	-$115.00
907-663-D001	Category 6 Cable, Installed in Conduit	LF	100	288	188	$30.00	$5,640.00	$0.00
						Subtotal	$81,863.15	-$14,923.15
						Total		$66,940.00

Net INCREASE due to this Change Order: $66,940.00
Previous Change Orders: $0.00
Net INCREASE to date: $66,940.00
Revised Contract Amount due to this Change Order: $1,141,339.00
Due to this change, the contract time:
a: is increased/decreased by _____ working days.
b: is not changed.
c: may be revised if the work affects/affected the controlling operation.

EXPLANATION OF CHANGE IN CONTRACT/CONTRACT DOCUMENTS

This change order includes: Subsequent to the bid letting for this project, and due to the ongoing traffic signal upgrades on US Hwy 80 by MDOT, it was determined that additional cameras would be required for effective vehicle detection on US Hwy 80, therefore additional video detection sensors and cable were required, new cable was also required to relocate the existing police cameras to the new poles, as well as field adjustments to other pay items as shown in the table above.

Project Engineer (PRINT) Brad Engels	Project Engineer Signature Brad Engels	Date July 1, 2026
Contractor (PRINT) Sylvia Lewis Russell	Contractor Signature Sylvia Lewis Russell	Date July 1, 2026
City of Jackson Representative (PRINT)	City of Jackson Rep. Signature	Date

43

ORDER CORRECTING THE APRIL 23, 2024 ORDER OF THE CITY OF JACKSON CITY COUNCIL AUTHORIZING THE MAYOR TO EXECUTE A CONSTRUCTION ENGINEERING AND INSPECTION SERVICES CONTRACT WITH SOUTHERN CONSULTANTS, INC. FOR THE WOODROW WILSON AVENUE RESURFACING PROJECT (MARTIN LUTHER KING, JR. DRIVE TO MILL STREET BRIDGE, FEDERAL AID PROJECT NUMBER STP-0250-00(053)LPA/108075

WHEREAS, the City Council of the City of Jackson approved its ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONSTRUCTION ENGINEERING AND INSPECTION SERVICES CONTRACT WITH SOUTHERN CONSULTANTS, INC. FOR THE WOODROW WILSON AVENUE RESURFACING PROJECT (MARTIN LUTHER KING, JR. DRIVE TO MILL STREET BRIDGE), FEDERAL AID PROJECT NUMBER STP-0250-00(053) LPA/108075 at its April 23, 2024 meeting; and

WHEREAS, due to a scrivener's error, the amount authorized by the order was $5,000.00 less than the amount proposed by the engineer and intended to be recommended for the City Council's acceptance; and

WHEREAS, the correct contract amount should have been $687,365.25; and

WHEREAS, the Department of Public Works, Engineering Division recommends that the City Council correct the scrivener's error by revising the not to exceed amount of the contract from $682,365.25 to $687,365.25.

IT IS, THEREFORE, ORDERED that the not to exceed amount of the Construction Engineering and Inspection Services Contract with Southern Consultants, Inc. for the Woodrow Wilson Avenue Resurfacing Project (Martin Luther King, Jr. Drive to Mill Street Bridge, Federal Aid Project Number STP-0250-00(053)LPA/108075, approved in its April 23, 2024 Order is corrected to $687,365.25.

Agenda Item # 43
July 28, 2026
(Anderson, Horhn)

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

July 20, 2026
DATE

(as revised 3/6/01)

	POINTS	COMMENTS
1.	**Brief Description / Purpose**	**ORDER CORRECTING THE APRIL 23, 2024 ORDER OF THE CITY OF JACKSON CITY COUNCIL AUTHORIZING THE MAYOR TO EXECUTE A CONSTRUCTION ENGINEERING AND INSPECTION SERVICES CONTRACT WITH SOUTHERN CONSULTANTS, INC. FOR THE WOODROW WILSON AVENUE RESURFACING PROJECT (MARTIN LUTHER KING, JR. DRIVE TO MILL STREET BRIDGE, FEDERAL AID PROJECT NUMBER STP-0250-00(053)LPA/108075**
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	
3.	**Who will be affected**	Engineering Division of the Department of Public Works and Southern Consultants, Inc.
4.	**Benefits**	Corrects the April 23, 2024 Order
5.	**Schedule (beginning date)**	Ongoing
6.	**Location:** ▪ **WARD** ▪ **CITYWIDE (yes or no) (area)** ▪ **Project limits if applicable**	N/A
7.	**Action implemented by:** ▪ **City Department** ☒ ▪ **Consultant** ☐	Department of Public Works and Southern Consultants, Inc.
8.	**COST**	Increase of $5,000.00 to correct a scrivener's error in the previously authorized contract amount.
9.	**Source of Funding** ▪ **General Fund** ☐ ▪ **Grant** ☐ ▪ **Bond** ☐ ▪ **Other** ☐	LPA Grant through CMPDD, administered by MDOT

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
7/21/2024

OFFICE OF THE CITY ATTORNEY

This **ORDER CORRECTING THE APRIL 23, 2024 ORDER OF THE CITY OF JACKSON CITY COUNCIL AUTHORIZING THE MAYOR TO EXECUTE A CONSTRUCTION ENGINEERING AND INSPECTION SERVICES CONTRACT WITH SOUTHERN CONSULTANTS, INC. FOR THE WOODROW WILSON AVENUE RESURFACING PROJECT (MARTIN LUTHER KING, JR. DRIVE TO MILL STREET BRIDGE, FEDERAL AID PROJECT NUMBER STP-0250-00(053)LPA/108075** is legally sufficient for placement in NOVUS Agenda.

7/21/24
DATE

Sondra Moncure, *Special Assistant* Sondra P. Moncure

Terry Williamson, *Legal Counsel* TW

City of Jackson
Department of Public Works

Council Agenda Item Memorandum

To: Hon. John A. Horhn, Mayor

From: Lorenzo Anderson, P.E., Director
Department of Public Works

Date: July 20, 2026

Agenda Item: **ORDER CORRECTING THE APRIL 23, 2024 ORDER OF THE CITY OF JACKSON CITY COUNCIL AUTHORIZING THE MAYOR TO EXECUTE A CONSTRUCTION ENGINEERING AND INSPECTION SERVICES CONTRACT WITH SOUTHERN CONSULTANTS, INC. FOR THE WOODROW WILSON AVENUE RESURFACING PROJECT (MARTIN LUTHER KING, JR. DRIVE TO MILL STREET BRIDGE, FEDERAL AID PROJECT NUMBER STP-0250-00(053)LPA/108075**

Council Meeting: Regular Council Meeting, July 28, 2026
Purpose: To correct the not to exceed amount in the original order to reflect the intent of the consultant's request and the Engineering Division's recommendation
Cost: $5,000.00
Funding Source: LPA Grant through CMPDD, administered by MDOT
Schedule/Time: Ongoing

Background:

A scrivener's error was discovered in June of this year after the contract was uploaded to Munis and the consulting engineer prepared to submit its first invoice. At that time, the consulting engineer noticed that the total amount of the contract shown in the vendor self service portal was less than the amount shown in the executed contract.

Upon investigation, a scrivener's error was discovered in the order that reflected a not-to-exceed contract amount of $5,000 less than the executed contract.

The Department of Public Works is recommending that the April 23, 2024 Order of the City Council be corrected to show the correct not-to-exceed amount of $687,365.25.

The Department of Public Works recommends that the City Council approve this item. Please contact me if you have any questions.

ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONSTRUCTION ENGINEERING AND INSPECTION SERVICES CONTRACT WITH SOUTHERN CONSULTANTS, INC. FOR THE WOODROW WILSON AVENUE RESURFACING PROJECT (MARTIN LUTHER KING, JR. DRIVE TO MILL STREET BRIDGE), FEDERAL AID PROJECT NUMBER STP-0250-00(053) LPA/108075.

WHEREAS, the City of Jackson has received federal funds for street resurfacing and sidewalk improvements along Woodrow Wilson Avenue between Martin Luther King, Jr. Drive and the Mill Street bridge; and

WHEREAS, the City of Jackson selected Southern Consultants, Inc. to perform necessary construction engineering and inspection services for the project; and

WHEREAS, Southern Consultants has provided a cost estimate of $682,365.25 to provide construction engineering and inspection services for the project; and

WHEREAS, the form of the Construction Engineering and Inspection Services Agreement will be the Mississippi Department of Transportation, Local Public Agency Program, Construction Engineering and Inspection Contract Boilerplate form agreement.

IT IS THEREFORE ORDERED that the Mayor is authorized to execute a construction engineering and inspection services contract with Southern Consultants, Inc. on the Mississippi Department of Transportation, LPA Program Construction Engineering and Inspection Contract Boilerplate form agreement for the Woodrow Wilson Avenue Resurfacing Project (Martin Luther King, Jr. Drive to Mill Street Bridge), Federal Aid Project No. STP-0250-00(052) LPA/ 108072, for an amount not to exceed $682,365.25.

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

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

STATEMENT OF VOTES

The foregoing is a true and exact copy of an Order stating the action taken by the City Council at its Regular Council Meeting on April 23, 2024. However, upon the completion of the minutes, signed by the Mayor and attested by the City Clerk, a certified attested copy can be provided upon request.

cc 4/23/24

Agenda Item #32

ESC
Rev. 08/05/09 (Base)
Rev. 4/04/18 (This form)

CONSTRUCTION *ENGINEERING* & INSPECTION SERVICES CONTRACT

WOODROW WILSON DRIVE – Mill and Overlay with Sidewalk Improvements
from Martin Luther King, Dr. to Mill Street Bridge
STP-0250-00(053)- LPA/ 108075-701000
City Project No. _____
Hinds County

THIS CONTRACT, is made and entered into by and between the *CITY OF JACKSON*, a body Politic of the State of Mississippi (the "LPA"), and, *SOUTHERN CONSULTANTS, INC.* (the "CONSULTANT"), a *Corporation*, duly registered to do business in the State of Mississippi, whose address for mailing is *5740 County Cork Road, Jackson, MS 39206*, effective as of the date of latest execution below.

WITNESSETH:

WHEREAS, the LPA proposes to perform the construction *Engineering* services for *WOODROW WILSON DRIVE – Mill and Overlay with Sidewalk Improvements from Martin Luther King, Jr. Drive to Mill Street Bridge*, hereinafter called the "PROJECT"; and,

WHEREAS, the LPA desires to engage a qualified and experienced CONSULTANT to perform *Engineering* services in connection with the PROJECT, all of which are hereinafter called the "SERVICES"; and,

WHEREAS, the CONSULTANT has represented to the LPA that it is experienced and qualified to provide those services, and the LPA has relied upon such representation; and,

WHEREAS, the CONSULTANT herein was chosen for their expertise in performing the services in connection with the PROJECT and found satisfactory by the LPA; which is now desirous of entering into a contract; and

WHEREAS, the CONSULTANT herein was chosen through the LPA Consultant Selection Process pursuant to Mississippi Department of Transportation (hereinafter "MDOT") LPA Project Development Manual and pursuant to Federal Highway Administration ("FHWA") regulations, Engineering and Design Related Service Contracts, 23 C.F.R. Part 172 (as amended) and found satisfactory;

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein and for other good and valuable considerations flowing unto the parties, the receipt and sufficiency of which is hereby acknowledged, the LPA and the CONSULTANT do hereby contract and agree as follows:

ARTICLE I. GENERAL RECITALS

CONSULTANT shall, for the agreed fees, furnish all *Engineering* services and materials required to perform the tasks described in the Scope of Work for the proposed transportation project. In so doing, CONSULTANT shall meet the current industry standards (and those MDOT and LPA standards specified in Exhibit 2) as to general format and content and in addition thereto, any special requirements of the LPA.

THE LPA, in support of CONSULTANT will provide the CONSULTANT a Scope of Work shown in "Exhibit 2" hereto and any other data which may be of assistance to CONSULTANT and within the possession and control of the LPA.

Manuals, guides, and specifications applicable to this CONTRACT shall be those approved and/or adopted by MDOT and in effect on the effective date of this CONTRACT, unless otherwise specified in this Contract or subsequently directed by MDOT during the course of the CONTRACT.

ARTICLE II. SCOPE OF WORK

The CONSULTANT shall conduct the SERVICES in accordance with the Scope of Work attached to this CONTRACT as "Exhibit 2" and made a part hereof as if fully set forth herein. The performance of the SERVICES referred to in "Exhibit 2" shall be the primary basis for measurement of performance under this CONTRACT. The LPA specifically reserves the right and privilege to enlarge or reduce the scope; or to cancel this CONTRACT at any time.

ARTICLE III. CONTRACT TERM

This CONTRACT shall commence upon the latest date of execution below and continue until such time as the above named project is successfully completed to the satisfaction of the LPA at which time this CONTRACT shall absolutely and finally terminate.

The construction *Engineering* services of the CONSULTANT under this contract shall start no earlier than the **date of FHWA/MDOT concurrence in the award of the construction contract by the LPA,** and be completed within 60 days after the final inspection and acceptance of the construction work performed by others. However, the CONSULTANT may not begin work on any feature of this PROJECT prior to receiving a Notice to Proceed from the LPA. The services of the CONSULTANT are anticipated to be needed and completed in an expedient manner. It is understood that construction progress of force account work by the LPA and/or contractor's work shall influence the time period for the CONSULTANT's services. Therefore, it is necessary that construction be completed in accordance with the original time limit set forth in the original construction schedule. The estimated fees in the Cost/Fee breakdown are based on the initial construction time estimate as included in the Contract Documents. If the construction time extends beyond the contract time, through no fault of the CONSULTANT, the LPA agrees to pay the CONSULTANT for the construction *Engineering* services to complete the project with or without Federal participation, subject to approval by MDOT and FHWA.

During the term of this CONTRACT, the LPA reserves the right to terminate this CONTRACT, subject to the approval of MDOT, in whole or in part, at any time, with or without cause, upon seven (7) days written notice to the CONSULTANT, notwithstanding any just claims by the CONSULTANT for payment of SERVICES rendered prior to the date of termination. The LPA must receive written approval from the MDOT Executive Director on behalf of the Mississippi Transportation Commission before the LPA can terminate this CONTRACT. The LPA shall be liable only for the costs, fees and expenses for demobilization and close out of contract, based on actual time and expenses incurred by CONSULTANT in the packaging and shipment of all documents covered by this CONTRACT to the LPA. In no event shall the LPA be liable for lost profits or other consequential damages.

ARTICLE IV. TIME OF PERFORMANCE

TIME IS OF THE ESSENCE IN THIS CONTRACT. The CONSULTANT shall be prepared to perform its responsibilities for providing SERVICES commencing on the date of execution of the CONTRACT.

ARTICLE V. RELATIONSHIP OF THE PARTIES

The relationship of the CONSULTANT to the LPA is that of an independent contractor, and said CONSULTANT, in accordance with its status as an independent contractor, covenants and agrees that it will conduct itself consistent with such status, that it will neither hold itself out as, nor claim to be, an officer or employee of the LPA by reason hereof. The CONSULTANT will not by reason hereof, make any claim, demand or application or for any right or privilege applicable to an officer or employee of the LPA, including

but not limited to workers' compensation coverage, unemployment insurance benefits, social security coverage, retirement membership or credit, or any form of tax withholding whatsoever.

All notices, communications, and correspondence between the LPA and the CONSULTANT shall be directed to the key personnel and agents designated in this contract.

ARTICLE VI. COMPENSATION, BILLING & AUDIT

A. Cost and Fees

The CONSULTANT shall be paid on the basis set forth in "Exhibit 3" to this CONTRACT. Under no circumstances shall the LPA be liable for any amounts, including any costs, which exceed the maximum dollar amount of compensation that is specified in and set forth in "Exhibit 3".

B. Monthly Billing

The CONSULTANT must submit monthly billing to the LPA. (A sample of a preferred invoice is attached as "Exhibit 4".) All billing must be submitted in accordance with the Local Public Agency Consultant Operating Procedures. Each billing shall include all time and allowable expenses through the end of the billing period. Direct expenses, as used herein, include the costs of travel, subsistence, shipping charges, long distance telephone calls and printing if it is not company accounting policy to include these costs in overhead rates. The LPA retains the right to verify time and expense records by audit of any or all CONSULTANT's time and accounting records at any time during the life of the CONTRACT and up to three years thereafter.

If SERVICES are rendered within a given State fiscal year, an invoice requesting payment from the CONSULTANT shall be presented to the LPA within 60 days of the end of the State fiscal year. **Should the CONSULTANT fail to present the invoice within the allotted time, legislative approval may be required before payment can be rendered.**

The CONSULTANT further agrees that FHWA or any other Federal Agency may audit the same records at any time during the life of the CONTRACT and up to three years thereafter, should the funding source for all or any part of the CONTRACT be funds of the United States of America.

C. Record Retention

The CONSULTANT shall maintain all time and expense records incurred on the PROJECT and used in support of its proposal and shall make such material available at all reasonable times during the period of the CONTRACT and for three years from the date of final payment under this CONTRACT for inspection by the LPA, and copies thereof shall be furnished upon request, at the LPA's expense. The CONSULTANT agrees that the provisions of this Article shall be included in any CONTRACT it may make with any subconsultants, assignees or transferees.

D. Retainage

The LPA shall retain the final 5% of the CONSULTANT'S CONTRACT amount until the final payment request has been received and an audit of the total PROJECT cost to date has been completed by the LPA or its designee.

ARTICLE VII. FINAL PAYMENT

The CONSULTANT agrees that acceptance of the final payment shall be in full and final settlement of all claims arising against the LPA for work done, documents furnished, cost incurred, or otherwise arising out of this CONTRACT and shall release the LPA from any and all further claims of whatever nature, whether known or unknown, for and on account of said CONTRACT, including payment for any and all work done, and labor and material furnished in connection with the same. Errors and/or omissions discovered subsequent to the acceptance by the LPA of the final contract documents shall be corrected by the CONSULTANT without additional compensation.

ARTICLE VIII. REVIEW OF WORK

Authorized representatives of the LPA may at all reasonable times review and inspect the SERVICES under this CONTRACT and any addenda or amendments thereto. Authorized representatives of the FHWA may also review and inspect the SERVICES under this CONTRACT should funds of the United States of America be in any way utilized in payment for said SERVICES. Such inspection shall not make the United States of America a party to this CONTRACT, nor will FHWA interfere with the rights of either party hereunder.

All reports, drawings, studies and maps prepared by and for the CONSULTANT, shall be made available to authorized representatives of the LPA for inspection and review at all reasonable times in the General Offices of the LPA. Authorized representatives of the FHWA may also review and inspect said reports, drawings, studies and maps prepared under the CONTRACT should funds of the United States of America be in any way utilized in payment for the same. Acceptance by the LPA shall not relieve the CONSULTANT of its professional obligation to correct, at its expense, any of its breaches, errors and/or omissions, in the final version of the work.

The CONSULTANT shall be responsible for performance of and compliance with all terms of this CONTRACT, including the Scope of Work and other exhibits attached to this contract, and including any technical specifications and special requirements of the LPA, and shall be responsible for errors and/or omissions, including those as to conduct and care, format and content, for all aspects of the CONTRACT, and including professional quality and technical accuracy of all designs, drawings, specifications, and other services furnished by the CONSULTANT.

Failure to comply with any terms of this CONTRACT shall be corrected by the CONSULTANT without additional compensation.

If any breach of CONTRACT, is discovered by LPA personnel after final acceptance of the work by the LPA, then the CONSULTANT shall, without additional compensation, cure any deficiency or breach including errors and/or omissions in designs, plans, drawings, specifications, or other services.

In the event that the project schedule requires that a breach of this CONTRACT be corrected by someone other than the CONSULTANT then the actual costs incurred by the LPA for such corrections shall be the responsibility of the CONSULTANT. The LPA shall give the CONSULTANT an opportunity to correct said breach unless (1) the LPA determines, in its sole discretion, that the CONSULTANT cannot cure the breach within the schedule established by the LPA, or (2) the LPA determines, in its sole discretion, that the CONSULTANT cannot cure the breach to the satisfaction of the LPA.

In the event that the CONSULTANT breaches this CONTRACT, and the breaches of the CONSULTANT are discovered during the construction phase, then an accounting of all costs incurred by the LPA resulting from such breach, including errors and/or omissions, will be made and such amount will be recovered from the CONSULTANT.

ARTICLE IX. RESPONSIBILITIES FOR CLAIMS AND LIABILITY

The CONSULTANT shall indemnify, defend and hold harmless the LPA and all its officers, agents and employees from any claim, loss, damage, cost, charge or expense arising out of any negligent act, actions, neglect or omission by the CONSULTANT, its agents, employees, or subconsultants during the performance of this CONTRACT, whether direct or indirect, and whether to any person or property for which LPA or said parties may be subject, except that neither the CONSULTANT nor any of his agents or subconsultants will be liable under this provision for damages arising out of the injury or damage to persons or property solely caused or resulting from the negligence of the LPA or any of its officers, agents or employees.

The CONSULTANT'S obligations under this Article, including the obligations to indemnify, defend, hold harmless, pay reasonable attorney fees or, at the LPA'S option, participate and associate with the LPA in the defense and trial or arbitration of any damage claim, lien or suit and any related settlement negotiations, shall be initiated by the LPA'S notice of claim for indemnification to the CONSULTANT. Only an adjudication or judgment after the highest appeal is exhausted specifically finding the LPA entirely responsible shall excuse performance of this provision by the CONSULTANT. In such case, the LPA shall pay all costs and fees related to this obligation and its enforcement. Should there be a finding of dual or multiple liability, costs and fees shall be apportioned accordingly.

In conjunction herewith, the LPA agrees to notify CONSULTANT in writing as soon as practicable after receipt or notice of any claim involving CONSULTANT. These indemnities shall not be limited by reason of the listing of any insurance coverage below.

ARTICLE X. INSURANCE

Prior to beginning any work under this CONTRACT, the CONSULTANT shall obtain and furnish proof of insurance through Certificates of Insurance and, at the LPA's request, copies of insurance policies of the following:

A. Workers' Compensation Insurance in accordance with the laws of the State of Mississippi.

B. Commercial General Liability Insurance with a minimum combined limit of not less than One Million Dollars ($1,000,000.00) for each occurrence.

C. Errors and Omissions (Professional Liability) Insurance in an amount not less than One Million Dollars ($1,000,000.00) per claim; One Million Dollars ($1,000,000.00) annual aggregate.

D. Comprehensive Automobile Liability Insurance, in an amount not less than One Million Dollars ($1,000,000.00) per occurrence.

The LPA shall be listed as a certificate holder of insurance on any of the insurance required under this CONTRACT.

In the event that the CONSULTANT retains any subconsultant or other personnel to perform SERVICES or carry out any activities under or incident to work on any project or phase of this CONTRACT, the CONSULTANT agrees to obtain from said subconsultant or other personnel, certificates of insurance demonstrating that said subconsultant or other personnel shall have sufficient coverage, or the CONSULTANT agrees to include said subconsultant or other personnel within the CONSULTANT'S coverage for the duration of this PROJECT or phase for which said subconsultant or other personnel is employed.

The Insurance coverage recited above shall be maintained in full force and effect by the CONSULTANT during the entire term of the CONTRACT. The LPA shall be notified of cancellation of any of the required insurance by the CONSULTANT and by the insurance company issuing any such cancellation of the required policies. Should the CONSULTANT cease to carry the errors and/or omissions coverage listed

above for any reason, it shall obtain "tail" or extended reporting period coverage at the same limits for a period of not less than three (3) years subsequent to policy termination or contract termination, whichever is longer.

All insurance carriers shall be licensed and in good standing with the Office of the Insurance Commissioner of the State of Mississippi.

A certificate of insurance acceptable to the LPA shall be issued to the LPA by the CONSULTANT prior to beginning any work under this CONTRACT and thereafter on an annual basis for the duration of this CONTRACT as evidence that policies providing the required insurance are in full force and effect. All policies of required insurance shall give thirty days written notice to the LPA before the effective date of cancellation or reduction in limits of any required insurance.

The CONSULTANT will furnish certified copies, upon request, of any or all of the policies and/or endorsements to the LPA prior to the execution of this CONTRACT and thereafter on an annual basis for the duration of this CONTRACT.

The CONSULTANT shall provide the LPA any and all documentation necessary to prove compliance with the insurance requirements of this CONTRACT as such documentation is requested, from time to time, by the LPA.

If the CONSULTANT fails to procure or maintain required insurance, the LPA may immediately elect to terminate this CONTRACT or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, and all monies so paid by the LPA shall be repaid by the CONSULTANT to the LPA upon demand, or the LPA may offset the cost of the premiums against any monies due to the CONSULTANT from the LPA.

ARTICLE XI. COVENANT AGAINST CONTINGENT FEES AND LOBBYING

The CONSULTANT shall comply with the relevant requirements of all federal, state or local laws. The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this CONTRACT, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the CONSULTANT, any fee commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award or making of the CONTRACT. The CONSULTANT warrants that it shall not contribute any money, gift or gratuity of any kind, either directly or indirectly to any employee of the LPA, or to any employee of the Mississippi Department of Transportation. For breach or violation of this warranty, the LPA shall have the right to terminate this CONTRACT without liability, and the CONSULTANT shall forfeit any sums due hereunder at the time of such breach and may be barred from performing any future services for the LPA or participating in any future contracts with the LPA.

ARTICLE XII. EMPLOYMENT OF LPA'S PERSONNEL

The CONSULTANT shall not employ any person or persons in the employ of the LPA for any work required by the terms of this CONTRACT, without the written permission of the LPA, except as may otherwise be provided for herein.

ARTICLE XIII. MODIFICATION

If, prior to the satisfactory completion of the SERVICES under this CONTRACT, the LPA materially alters the scope, character, complexity or duration of the SERVICES from those required under this CONTRACT, a supplemental agreement may be executed between the parties. Also, a supplemental agreement may be executed between the parties in the event that both parties agree the CONSULTANT's compensation should be increased due to an unanticipated increase in the nature, scope or amount of work necessary to properly provide the SERVICES required on any particular phase or project begun hereunder.

Oral agreements or conversations with the LPA, any individual member of the LPA, officer, agent, or employee of the Mississippi Department of Transportation, either before or after execution of this CONTRACT, shall not affect or modify any of the terms or obligations contained in this CONTRACT. All modifications to this CONTRACT, amendments or addenda thereto must be submitted in writing and signed by the parties thereto before any work is commenced.

The CONSULTANT may not begin work on any modifications, amendments, or addenda prior to receiving a Notice to Proceed.

Minor changes in the proposal which do not involve changes in the contract maximum not to exceed amount, extensions of time or changes in the goals and objectives of the CONTRACT may be made by written notification of such change by either the LPA or the CONSULTANT to the other party, and shall become effective upon written acceptance thereof (i.e. letter agreement).

ARTICLE XIV. SUBLETTING, ASSIGNMENT OR TRANSFER

It is understood by the parties to this CONTRACT that the work of the CONSULTANT is considered personal by the LPA. The CONSULTANT shall not assign, sublet or transfer any or all of its interest in this CONTRACT without prior written approval of the LPA. Under no circumstances will CONSULTANT be allowed to sublet more than 60% of the work required under this contract. It is clearly understood and agreed that specific projects or phases of the work may be sublet in their entirety provided that CONSULTANT performs at least 40% of the overall contract with its own forces. Consent by the LPA to any subcontract shall not relieve CONSULTANT from any of its obligations hereunder, and CONSULTANT is required to maintain final management responsibility with regard to any such subcontract.

The LPA reserves the right to review all subcontract documents prepared in connection with this CONTRACT, and the CONSULTANT agrees that it shall submit to the LPA any proposed subcontract document together with subconsultant cost estimates for review and written concurrence of the LPA in advance of their execution.

The CONSULTANT shall make prompt payment to all subconsultants no later than 15 days from receipt of each payment the LPA makes to the CONSULTANT. Each month, the CONSULTANT shall submit OCR-484-C found on MDOT's website to the LPA along with the Invoice. This form certifies payments to all subconsultants and shows all firms even if the CONSULTANT has paid no monies to the firm during that estimate period (negative report).

ARTICLE XV. OWNERSHIP OF PRODUCTS AND DOCUMENTS AND WORK MADE FOR HIRE

The CONSULTANT agrees that all reports, computer information and access, drawings, studies, notes, maps and other data, prepared by and for them under the terms of this CONTRACT shall be delivered to, become and remain in the property of the LPA upon creation and shall be delivered to the LPA upon termination or completion of work, or upon request of the LPA regardless of any claim or dispute between the parties. All such data shall be delivered within thirty (30) days of receipt of a written request by the LPA.

The CONSULTANT and the LPA intend and agree that this CONTRACT to be a contract for services and each party considers the products and results of the services to be rendered by the CONSULTANT hereunder, including any and all material produced and/or delivered under this CONTRACT (the "Work"), to be a "work made for hire" under U.S. copyright and all applicable laws. The CONSULTANT acknowledges and agrees that the LPA owns all right, title, and interest in and to the Work including, without limitation, the copyright thereto and all trademark, patent, and all intellectual property rights thereto.

If for any reason the Work would not be considered a work made for hire under applicable law, or in the event this CONTRACT is determined to be other than a contract or agreement for a work made for hire, the CONSULTANT does hereby transfer and assign to the LPA, and its successors and assigns, the entire right, title, and interest in and to any Work prepared hereunder including, without limitation, the following: the copyright and all trademark, patent, and all intellectual property rights in the Work and any registrations and copyright, and/or all other intellectual property, applications relating thereto and any renewals and extensions thereof; all works based upon, derived from, or incorporating the Work; all income, royalties, damages, claims, and payments now or hereafter due or payable with respect thereto; all causes of action, either in law or in equity, for past, present, or future infringement based on the copyrights and/or all other intellectual property; all rights, including all rights to claim priority, corresponding to the foregoing in the United States and its territorial possessions and in all foreign countries. The CONSULTANT agrees to execute all papers and perform such other proper acts as the LPA may deem necessary to secure for the LPA or its designee the rights herein assigned.

The LPA may, without any notice or obligation of further compensation to the CONSULTANT, publish, re-publish, anthologize, use, disseminate, license, or sell the Work in any format or medium now known or hereafter invented or devised. The LPA'S rights shall include, without limitation, the rights to publish, re-publish, or license a third party to publish, re-publish, or sell the Work in print, on the World Wide Web, or in any other electronic or digital format or database now known or hereafter invented or devised, as a separate isolated work or as part of a compilation or other collective work, including a work different in form from the first publication, and to include or license a third party to include the Work in an electronic or digital database or any other medium or format now known or hereafter invented or devised.

The CONSULTANT shall obtain any and all right, title, and interest to all input and/or material from any third party subconsultant, or any other party, who may provide such input and/or material to any portion of the Work so that said right, title, and interest, and all such interest in and to the Work including, without limitation, the copyright thereto and all trademark, patent, and all intellectual property rights thereto, shall belong to the LPA.

For any intellectual property rights currently owned by third parties or by the CONSULTANT and not subject to the terms of this CONTRACT, the CONSULTANT agrees that it will obtain or grant royalty-free, nonexclusive, irrevocable license(s) for or to the LPA at no cost to the LPA to use all copyrighted or copyrightable work(s) and all other intellectual property which is incorporated in the material furnished under this CONTRACT. Further, the CONSULTANT warrants and represents to the LPA that it has obtained or granted any and all such licensing prior to presentation of any Work to the LPA under this CONTRACT. This obligation of the CONSULTANT does not apply to a situation involving a third party who enters a license agreement directly with the LPA.

The CONSULTANT warrants and represents that it has not previously licensed the Work in whole or in part to any third party and that use of the Work in whole or in part will not violate any rights of any kind or nature whatsoever of any third party. The CONSULTANT agrees to indemnify and hold harmless the LPA, its successors, assigns and assignees, and its respective officers, directors, agents and employees, from and against any and all claims, damages, liabilities, costs and expenses (including reasonable attorneys' fees), arising out of or in any way connected with any breach of any representation or warranty made by CONSULTANT herein.

ARTICLE XVI. PUBLICATION AND PUBLICITY

The CONSULTANT agrees that it shall not for any reason whatsoever communicate to any third party, with the exception of the MDOT and the FHWA, in any manner whatsoever concerning any of its CONTRACT work product, its conduct under the CONTRACT, the results or data gathered or processed under this CONTRACT, which includes, but is not limited to, reports, computer information and access, drawings, studies, notes, maps and other data prepared by and for the CONSULTANT under the terms of

this CONTRACT, without prior written approval from the LPA, unless such release or disclosure is required by judicial proceeding. The CONSULTANT agrees that it shall immediately refer any third party who requests such information to the LPA and shall also report to the LPA any such third party inquiry, with the exception of the MDOT and/or the FHWA. This Article shall not apply to information in whatever form that comes into the public domain, nor shall it restrict the CONSULTANT from giving notices required by law or complying with an order to provide information or data when such order is issued by a court, administrative agency or other authority with proper jurisdiction, or if it is reasonably necessary for the CONSULTANT to defend itself from any suit or claim.

IT IS FURTHER AGREED, that all approved releases of information, findings, and recommendations shall include a disclaimer provision and that all published reports shall include that disclaimer on the cover and title page in the following form:

The opinions, findings, and conclusions in this publication are those of the author(s) and not necessarily those of the Local Public Agency, Mississippi Department of Transportation, Mississippi Transportation Commission, the State of Mississippi, or the Federal Highway Administration.

ARTICLE XVII. CONTRACT DISPUTES

This CONTRACT shall be deemed to have been executed in *HINDS* County, Mississippi, and all questions including, but not limited to, questions of interpretation, construction and performance shall be governed by the laws of the State of Mississippi, excluding its conflicts of laws provisions, and any litigation with respect to this CONTRACT shall be brought in a court of competent jurisdiction in HINDS, State of Mississippi. The CONSULTANT expressly agrees that under no circumstances shall the LPA be obligated to or responsible for payment of an attorney's fee for the cost of legal action to or on behalf of the CONSULTANT.

ARTICLE XVIII. COMPLIANCE WITH APPLICABLE LAW

A. The undersigned certify that to the best of their knowledge and belief, the foregoing is in compliance with all applicable laws.

B. The CONSULTANT shall observe and comply with all applicable federal, state, and local laws, rules and regulations, policies and procedures, ordinances, and orders and decrees of bodies or tribunals of the United States of America or any agency thereof, the State of Mississippi or any agency thereof, and any local governments or political subdivisions, that are in effect at the time of the execution of this CONTRACT or that may later become effective.

C. The CONSULTANT shall not discriminate against any employee nor shall any party be subject to discrimination in the performance of this CONTRACT because of race, creed, color, sex, national origin, age or disability.

D. IT IS FURTHER SPECIFICALLY AGREED that the CONSULTANT shall comply and shall require its subconsultants to comply with the regulations for COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964, as amended, and all other applicable federal regulations as stated in "Exhibit 5" which is incorporated herein by reference.

E. It is agreed that the CONSULTANT will comply with the provisions set forth in Department of Transportation, 49 CFR, Section 18, Et Seq., regarding Uniform Administrative Requirements for Grants and Cooperative agreements in its administration of this CONTRACT or any subcontract resulting herefrom.

F. The CONSULTANT agrees that it will abide by the provisions of 49 CFR Section 26 regarding disadvantaged business enterprises and include the certification made in "Exhibit 5" to this CONTRACT in any and all subcontracts which may result from this CONTRACTS.

G. The CONSULTANT shall comply and shall require its subconsultants to comply with Code of Federal Regulations CFR 23 Part 634 - Worker Visibility – as stated in "Exhibit 5".

H. IMMIGRANT STATUS CERTIFICATION. The CONSULTANT represents that it is in compliance with the Immigration Reform and Control Act of 1986 (Public Law 99-603), as amended, in relation to all employees performing work in the State of Mississippi and does not knowingly employ persons in violation of the United States immigration laws. The CONSULTANT further represents that it is registered and participating in the Department of Homeland Security's E-Verify™ employment eligibility verification program, or successor thereto, and will maintain records of compliance with the Mississippi Employment Protection Act including, but not limited to, requiring compliance certification from all subconsultants and vendors who will participate in the performance of this Agreement and maintaining such certifications for inspection if requested. The CONSULTANT acknowledges that violation may result in the following: (a) cancellation of any public contract and ineligibility for any public contract for up to three (3) years, or (b) the loss of any license, permit, certification or other document granted by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year, or (c) both. The CONSULTANT also acknowledges liability for any additional costs incurred by the LPA due to such contract cancellation or loss of license or permit. The CONSULTANT is required to provide the certification on Exhibit 9 in this CONTRACT to the LPA verifying that the CONSULTANT and subconsultant(s) are registered and participating in E-Verify prior to execution of this CONTRACT

I. The covenants herein shall, except as otherwise provided, accrue to the benefit of and be binding upon the successors and assigns of the parties hereto.

ARTICLE XIX. WAIVER

Failure of either party hereto to insist upon strict compliance with any of the terms, covenants, and conditions hereof shall not be deemed a waiver or relinquishment of any similar right or power hereunder at any subsequent time, or of any other provision hereof, nor shall it be construed to be a modification of the terms of this CONTRACT.

ARTICLE XX. SEVERABILITY

If any terms or provisions of this CONTRACT are prohibited by the laws of the State of Mississippi or declared invalid or void by a court of competent jurisdiction, the remainder of this CONTRACT shall not be affected thereby and each term and provision of this CONTRACT shall be valid and enforceable to the fullest extent permitted by law.

ARTICLE XXI. ENTIRE AGREEMENT

This CONTRACT constitutes the entire agreement of the parties with respect to the subject matter contained herein and supersedes and replaces any and all prior negotiations, understandings, and agreements, written or oral, between the parties relating thereto.

ARTICLE XXII. CONFLICT OF INTEREST

The CONSULTANT covenants that no public or private interests exist and none shall be acquired directly or indirectly which would conflict in any manner with the performance of the CONSULTANT'S CONTRACT. The CONSULTANT further covenants that no employee of the CONSULTANT or of any subconsultant(s), regardless of his/her position, is to personally benefit directly or indirectly from the

performance of the SERVICES or from any knowledge obtained during the CONSULTANT'S execution of this CONTRACT.

ARTICLE XXIII. AVAILABILITY OF FUNDS

It is expressly understood and agreed that the obligation of the LPA to proceed under this CONTRACT is conditioned upon the availability of funds, the appropriation of funds by the Mississippi Legislature, and the receipt of state and/or federal funds. If, at any time, the funds anticipated for the fulfillment of this CONTRACT are not forthcoming or are 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 LPA for the performance of this CONTRACT, the LPA shall have the right, upon written notice to the CONSULTANT, to immediately terminate or stop work on this CONTRACT without damage, penalty, cost, or expense to the LPA of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.

ARTICLE XXIV. STOP WORK ORDER

A. **Order to Stop Work.** The LPA may, by written order to the CONSULTANT at any time, and without notice to any surety, require the CONSULTANT to stop all or any part of the work called for by this CONTRACT. This order shall be for a specified period not exceeding twenty-four (24) months after the order is delivered to the CONSULTANT unless the parties agree to any further period. Any such order shall be identified specifically as a stop work order issued pursuant to this clause. Upon receipt of such an order, the CONSULTANT shall forthwith comply with its terms and take all steps to minimize the occurrence of costs allocable to the work covered by the order during the period of work stoppage. Before the stop work order expires, or within any further period to which the parties shall have agreed, the LPA shall either:

(1) cancel the stop work order; or

(2) terminate the work covered by such order according to and as provided in Article III of this CONTRACT.

Prior to the LPA'S taking official action to stop work under this CONTRACT, the Executive Director of MDOT and/or the LPA may notify the CONSULTANT, in writing, of MDOT and/or the LPA's intentions to ask the CONSULTANT to stop work under this CONTRACT. Upon notice from the Executive Director of MDOT and/or the LPA, the CONSULTANT shall suspend all activities under this CONTRACT, pending final action by the LPA.

B. **Cancellation or Expiration of the Order.** If a stop work order issued under this clause is canceled at any time during the period specified in the order, or if the period of the order or any extension thereof expires, the CONSULTANT shall have the right to resume work. If the LPA decides that it is justified, an appropriate adjustment may be made in the delivery schedule. If the stop work order results in an increase in the time required for or in the CONSULTANT'S cost properly allocable to the performance of any part of this CONTRACT and the CONSULTANT asserts a claim for such an adjustment within 30 days after the end of the period of work stoppage, an equitable adjustment in this CONTRACT may be made by written modification of this CONTRACT as provided by the terms of this CONTRACT.

C. **Termination of Stopped Work.** If a stop work order is not canceled and the work covered by such order is terminated, the CONSULTANT may be paid for services rendered prior to the Termination. In addition to payment for services rendered prior to the date of termination, the LPA shall be liable only for the costs, fees, and expenses for demobilization and close out of this CONTRACT, based on actual time and expenses incurred by the CONSULTANT in the packaging and shipment of all

documents covered by this CONTRACT to the LPA. In no event shall the LPA be liable for lost profits or other consequential damages.

ARTICLE XXV. KEY PERSONNEL & DESIGNATED AGENTS

CONSULTANT agrees that Key Personnel identified as assigned to this PROJECT shall not be changed or reassigned without prior approval of the LPA or, if prior approval is impossible, and then notice to the LPA and subsequent review by the LPA which may approve or disapprove the action. For purposes of implementing this section and all other sections of this CONTRACT with regard to notice, the following individuals are herewith designated as agents for the respective parties unless otherwise identified in the addenda hereto:

LPA:

For Contractual Matters:
Honorable Chokwe Antar Lumumba, Mayor
City of Jackson
P. O. Box 17
Jackson, MS 39205
Phone: 601.960.1084
Fax:601.960.1084
{Email Address}

For Technical Matters:
Robert Lee, PE, City Engineer
City of Jackson
P. O. Box 17
Jackson, MS 39205
Phone: 601.960.1651
Fax: 601-960-1356
rlee@city.jackson.ms.us

CONSULTANT:

For Contractual Matters:
James S. Stewart, P.E.
Southern Consultants, Inc.
5740 County Cork Road
Jackson, MS 39206
Phone:601.957.0999
Fax:601.957.9332
jstewart@mscivilengineers.com

Licensure Number
from the Mississippi
Board of Licensure
for Professional
Engineers/Architects and Surveyors:
P.E. #08143

For Technical Matters:
Michael A. Brownlee, P.E.
Southern Consultants, Inc.
5740 County Cork Road
Jackson, MS 39206
Phone: 601.957.0999
Fax: 601.957.9332
mbrownlee@mscivilengineers.com

Licensure Number
from the Mississippi
Board of Licensure
for Professional
Engineers/Architect's and Surveyors:
P.E 10463
Surveyor #2640

ARTICLE XXVI. AUTHORIZATION

Both parties hereto represent that they have authority to enter into this CONTRACT and that the individuals executing this CONTRACT are authorized to execute it and bind their respective parties and certified copies of the applicable LPA Order and the Resolution of the Corporate Board of Directors of the CONSULTANT are attached hereto as "Exhibit 1" and incorporated herein by reference and made a part hereof as if fully copied herein in words and figures.

WITNESS this my signature in execution hereof, this the 24th day of April, 2024.

CITY OF JACKSON, MS

Honorable Chokwe Antar Lumumba, MAYOR

ATTEST:
(for City of Jackson))

WITNESS this my signature in execution hereof, this the 24th day of April, 2024

SOUTHERN CONSULTANTS, INC.

BY:
Susan H. Lunardini, President

ATTEST:
(for CONSULTANT)

Exhibits attached hereto and incorporated by reference into this contract include those identified on the attached page entitled "List of Exhibits".

LIST OF EXHIBITS

1. Evidence of Authority
2. Scope of Work
3. Fees and Expenses.
4. Sample Invoice
5. Notice to the CONSULTANT
6. CONSULTANT's Certification Regarding Debarment, Suspension and Other Responsibility Matters.
7. Certification of LPA
8. *{This Exhibit was intentionally left blank}*
9. Prime Consultant EEV Certification and Agreement

EXHIBIT 1

{{{{Attach a copy of authority to execute contracts on behalf of the LPA}}}}

SOUTHERN CONSULTANTS, INC.
Consulting Engineers

SUSAN H. LUNARDINI, PRESIDENT
JAMES A. STEWART, P.E., VICE PRESIDENT
ROBERT C. LUNARDINI, P.E., SENIOR ENGINEER

www.msctrilenginccrs.com

RESOLUTION

A meeting of the Board of Directors of Southern Consultants, Inc. a corporation organized under the laws of the State of Mississippi and domiciled in Hinds County, Mississippi, was held on June 27, 2018, and was attended by a quorum of the members of the Board of Directors.

The following resolution was offered, duly seconded and, after discussion, was unanimously adopted by said quorum.

BE IT RESOLVED, that Susan H. Lunardini is hereby authorized to execute contracts and agreements on behalf of this corporation with the City of Jackson, Mississippi.

BE IT FURTHER RESOLVED that said authorization and appointment shall remain in full force and effect, unless revoked by resolution of this Board of Directors and that said revocation will not take effect until the City of Jackson, MS has been furnished a copy of said resolution, duly certified

I, John C. Lunardini, hereby certify that I am the Secretary of Southern Consultants, Inc., a corporation created under the laws of the State of Mississippi domiciled in Hinds County, MS; that the foregoing is a true and exact copy of a resolution adopted by a quorum legally called and held on the 27th day of June, 2018, as said resolution appears of record in the Official Minutes of the Board of Directors in my possession. This the 27th day of June, 2018.

John C. Lunardini, Secretary

5720 COUNTY CORK ROAD, JACKSON, MISSISSIPPI 39206
A Women's Business Enterprise

PHONE (601)957-0888, FAX (601)957-0832
scl@msctrilengineers.com

EXHIBIT 2

Scope of Work

INTRODUCTION

The CONSULTANT will be providing the Construction Engineering & Inspection (CE&I) services to administer this construction contract in accordance with the latest version of the Mississippi Department of transportation (MDOT) LPA Project Development Manual (PDM). The CONSULTANT is required to adhere to the MDOT standards for this project which include the Standard Specifications, Construction, MDOT Materials Division Inspection, Testing, and Certification Manual, MDOT Construction Manual, LPA PDM, and all other documents that are referred to in the Project Construction Contract. The CONSULTANT will be required to use the LPA version of Site Manager software. Should there be a conflict between the LPA PDM and this scope of work, the LPA PDM shall govern.

ENGINEERING ADMINISTRATION:
The ***Engineering*** administration of construction will be the responsibility of the LPA acting through the CONSULTANT, and will be subject to inspection and approval of the Chief Engineer of the MISSISSIPPI D.O.T., (hereinafter designated as the MDOT), and of the Federal Highway Administration (FHWA) or their representatives.

CONSTRUCTION *ENGINEERING* SERVICES:
Construction ***Engineering*** services shall consist of all ***Engineering*** work, respectively, involved from the contract stage, beginning the date of FHWA/MDOT concurrence in award of the construction contract, through the preparation and submission of the final estimate and supporting documents to the MDOT, and shall include the following:

A. Setting of all stakes to control the work unless otherwise performed by the Contractor as dictated by the construction plans, and the resident Project ***Engineer*** and other controls to ensure that work is performed in accordance with the plans and specifications. All materials to be used in the construction of this project shall be tested and certified by the CONSULTANT, as meeting the requirements of the approved plans and specifications in accordance with Federal Aid Policy Guide (FAPG) 23CFR637B, Construction Inspection and Approval. **However, in the event that a signed letter is issued from the MDOT District Materials Engineer stating that MDOT will perform the listed sampling and/or testing services, the CONSULTANT shall not be required to perform those services listed in the letter.**

B. The CONSULTANT shall promptly prepare, verify, and recommend payment of all eligible Contractor's estimates: he shall maintain a project daily diary as the official project record for each project, showing the Contractor's daily operation; and The ***Engineer*** daily activities by names, function performed, and hours worked. He shall check and verify the quantities of all materials incorporated in the project; and shall make prompt preparation and submission of the final estimate and supporting documents to the LPA for approval and payment. He shall likewise make such records available at all reasonable times during the contract period. These records, documents, and data shall be available for inspection by the LPA, MDOT, and the Federal Highway Administration and any other authorized representative of the Federal Government, and copies thereof shall be furnished if requested.

C. **Subsurface Conditions and Utilities.** LPA recognizes that a comprehensive sampling and testing program implemented by trained and experienced personnel of CONSULTANT or CONSULTANT's subconsultants with appropriate equipment may fail to detect certain hidden conditions. LPA also recognizes that actual environmental, geological and geotechnical conditions that CONSULTANT properly inferred to exist between sampling points may differ significantly from those that actually exist.

CONSULTANT will locate utilities which will affect the project from information provided by the LPA and utility companies and from CONSULTANT's surveys. In that these utility locations are based, at least in part, on information from others, CONSULTANT cannot and does not warrant their completeness and accuracy.

D. The duties, responsibilities, and limitations of authority of the resident Project Engineer are listed in this scope of work.

A LISTING OF THE DUTIES, RESPONSIBILITIES AND LIMITATIONS OF AUTHORITY OF THE RESIDENT PROJECT *ENGINEER*.

The CONSULTANT shall furnish a resident Project ***Engineer***, assistants and other field staff to inspect performance of the Work of the CONTRACTOR. Through more extensive on-site inspections of the Work in progress and field checks of materials and equipment by the resident Project ***Engineer*** and assistants, the CONSULTANT shall endeavor to provide further protection for the LPA against defects and deficiencies in the Work; but, the furnishing of such services will not make the CONSULTANT responsible for or guarantee the CONTRACTOR'S performance. The duties and responsibilities of the resident Project ***Engineer*** are limited to this agreement with the LPA and in the construction Contract Documents, and are further limited and described as follows:

I. General:

The resident Project ***Engineer's*** dealings in matters pertaining to the on-site work shall in general be with the CONTRACTOR, keeping the LPA advised as necessary. The resident Project ***Engineer*** dealings with subcontractors shall only be through or with the full knowledge and approval of the CONTRACTOR. The resident Project ***Engineer*** shall generally communicate with the LPA.

II. Duties and Responsibilities of the resident Project ***Engineer***:

A. Schedules:

Review progress schedule of Shop Drawing submittals and schedule of values prepared by the CONTRACTOR and consult with the LPA concerning acceptability.

B. Conferences and Meetings:

Attend meetings with the CONTRACTOR, such as preconstruction conferences, progress meetings, job conferences and other project-related meetings, and prepare and circulate copies of minutes thereof

C Liaison:

a. Work principally through the CONTRACTOR'S superintendent and assist in understanding the intent of the Contract Documents; and serve as the LPA'S liaison with the CONTRACTOR when the CONTRACTOR's operations affect the LPA's on-site operations.

b. Assist in obtaining from the LPA additional details or information, when required for Proper execution of the Work.

D. Shop Drawings and Samples:

a. Record the date of receipt of Shop Drawings and samples.

b. Take samples and receive samples which are furnished at the site by the CONTRACTOR, and notify the LPA of availability of samples for examination.

c. Advise the LPA and the CONTRACTOR of the commencement of any Work requiring a Shop Drawing or sample if the submittal has not been approved by the CONSULTANT.

E. Review of Work, Rejection of Defective Work, Inspections and Tests:

a. Conduct on-site observations of the Work in progress to determine if the Work is in general proceeding in accordance with the Contract Documents.

b. Report to the LPA any Work that is believed to be unsatisfactory, faulty or defective or does not conform to the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise the LPA of Work that should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.

c. Verify that tests, equipment and systems startups and operating and maintenance training are conducted in the presence of appropriate personnel, and that the CONTRACTOR maintains adequate records thereof-, and observe, record and report to the LPA appropriate details relative to the test procedures and startups.

d. Accompany visiting inspectors representing the public or other agencies having jurisdiction over the Project, record the results of these inspections and report to the LPA.

F. Interpretation of Contract Documents:

Report to the LPA when clarifications and interpretation of the Contract Documents are needed and transmit to the CONTRACTOR clarifications and interpretations as issued by the LPA.

G. Modifications:

Consider and evaluate the CONTRACTOR'S suggestions for modifications in Drawings or Specifications and report to the LPA. Transmit to the CONTRACTOR decisions as issued by the LPA.

H. Records:

a. Maintain at the job site orderly files for correspondence, reports of job conferences, Shop Drawings and samples, reproductions of original Contract Documents including all Work Directive Changes, Addenda, Change Orders, Field Orders, additional Drawings issued subsequent to the execution of the Contract, clarification and interpretations of the Contract Documents, progress reports, and other Project related documents.

b. Keep a diary signed daily, recording the CONTRACTOR hours on the job site, weather conditions, data relative to questions of Work Directive Changes, Change Orders or changed conditions, list of job site visitors, daily activities of the prime contractors and all subcontractors, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to the LPA.

c. Record names, addresses and telephone numbers of all CONTRACTORS, subcontractors and major suppliers of materials and equipment.

I. Reports:

a. Furnish the LPA periodic reports as required of progress of the Work and of the CONTRACTOR'S compliance with the progress schedule and schedule of Shop Drawing and sample submittals.

b. Consult with the LPA in advance of scheduled major tests, inspections or start of important phases of the Work.

c. Draft proposed Supplemental Agreements, Quantity Adjustments and Work Directive Changes, obtaining backup material from the CONTRACTOR, and recommend Supplemental Agreements, Quantity Adjustments, Work Directive Changes, and Field Orders to the LPA.

d. Report immediately to the LPA upon the occurrence of any accident.

J. Payment Requests:

a. Review applications for payment with the CONTRACTOR for compliance with the established procedure for their submission and forward to the LPA, noting particularly the relationship of the payment requested to the schedule of values and Work completed and materials and equipment delivered to the site but not incorporated in the Work.

K. Certificates, Maintenance and Operation Manuals:

During the course of the Work verify that certificates, maintenance and operations manuals and other data required to be assembled and furnished by the CONTRACTOR are applicable to the items actually installed and in accordance with the Contract Documents, and have this material delivered to the LPA prior to final payment for the Work.

L. Completion:

a. Before issuing a Certificate of Substantial Completion, submit a list of observed items requiring completion or correction to the Contractor.

b. Conduct a final inspection in the company of the LPA, the CONTRACTOR, the MDOT, & FHWA, and prepare a final list of items to be completed or corrected.

c. Observe that all items on the final list have been completed or corrected and make recommendations to the LPA concerning acceptance.

III. Limitations of Authority

The resident Project *Engineer:*

A. Shall not authorize any deviation from the Contract Documents or substitution of materials or equipment, unless authorized by the LPA.

B. Shall not exceed the limitations of the LPA'S authority as set forth in the Contract Documents.

C. Shall not undertake any of the responsibilities of the CONTRACTOR, subcontractors or the CONTRACTOR's superintendent.

D. Shall not advise on, issue directions relative to, or assume control over any aspect of the means, method, techniques, sequences or procedures of construction unless such advice or directions are specifically required by the Contract Documents.

E. Shall not accept Shop Drawings or sample submittals from anyone other than the Contractor.

F. Shall not authorize the LPA to occupy the Project in whole or in part.

G. Shall not participate in specialized field or laboratory tests or inspections conducted by others except as specifically authorized by LPA.

EXHIBIT 3

FEES AND EXPENSES

The LPA shall pay the CONSULTANT on a Labor-Hour/Unit Cost Basis, with an upset limit of $ 697,365.25 for the satisfactory completion of the Scope of Work set forth under "Exhibit 2", hereto, for all salaries, overhead, direct costs and the CONSULTANT'S fixed fees attributable to this CONTRACT.

All charges for services must be substantiated by supporting data, i.e. certified time sheets, daily logs, check stubs, pay vouchers, or other items as deemed necessary.

Payroll Additive & Overhead:

The current overhead rates shall be submitted by the CONSULTANT and approved by the MDOT within nine (9) months of the end of the CONSULTANT's fiscal period. The current overhead rate, as defined in this CONTRACT, shall be the overhead rate for the CONSULTANT's most recent previous fiscal period. The CONSULTANT's failure to provide a current overhead rate within nine (9) months of the end of the CONSULTANT's fiscal period may result in the **CONSULTANT being deemed ineligible for any potential Supplemental Agreements with the LPA.** The estimated FCCM for cost proposals, Supplemental Agreements, and invoices must be specially identified and distinguished from the other costs. Profit/Fee shall not include amounts applicable to FCCM.

All overhead rates submitted to MDOT for approval shall comply with the AASHTO Audit Guide, latest edition, as amended. In addition, the CONSULTANT shall submit written certification in accordance with FHWA Order 4470.1A, as amended, that the indirect cost rate submitted does not include any costs which are expressly unallowable and the indirect cost rate was established only with allowable costs in accordance with the applicable cost principles contained in the Federal Acquisition Regulations (FAR) of 48 CFR part 31.

Direct Costs:

Direct Costs are those expenses deemed reasonably necessary by the LPA for the successful completion of the Scope of Work, which are charged directly to the project and not included in overhead. These direct expenses, as used herein, include the costs of travel, subsistence, shipping charges, long distance telephone calls and printing if it is not company accounting policy to include these costs in overhead rates. **However, Direct costs for lodging shall be reimbursed in accordance with FAR 31.205-46(a)(2).** The LPA will reimburse the CONSULTANT'S actual documented expenses; or the amount allowable under the current edition of the MDOT State Travel Handbook, whichever is lower. Except as otherwise specifically provided herein, the procedures generally outlined in the MDOT State Travel Handbook shall govern the allowability of any expense reimbursement. In addition, no meal reimbursement will be allowed when there is no overnight stay.

Labor Hour / Unit-cost Rates:

Labor Hour as the term is used herein shall include all direct salaries, audited overhead rate (as approved by MDOT), and profit. The audited overhead rate shall consist of fringe benefits and the general overhead. Unit-costs, as the term is used herein shall include all direct costs, profit, and any other associated costs for the project. Labor Hour / Unit-Costs are not subject to any adjustments on the basis of the CONSULTANT's cost experience in performing the PROJECT. The Labor Hour / Unit-costs shall not exceed the rates established in EXHIBIT 3 (found in Table 1: Rate Schedule for Labor Hours). Once the

LPA has approved and accepted the work of the CONSULTANT, the LPA will pay the CONSULTANT any unpaid amounts of the PROJECT.

Under no circumstances shall the CONSULTANT alter the personnel, classifications, and rates listed in the Labor Rate Schedule without an approved Letter Agreement signed by both parties.

Table 1: Rate Schedule for Labor Hours

PERSONNEL NAME	LABOR CLASSIFICATION	Loaded Rate
James S. Stewart, P.E.	Project Manager	160.78
Michael A. Brownlee, P.E.; PLS	Project Engineer	146.16
Robert C. Lunardini, P.E.	Principal	190.01
	CAD Technician	116.93
	Inspector I	116.93
	Administrative Assistant	87.70
	Engineering Intern, EI	131.54

SCHEDULE OF MAXIMUM RATES, EXPENSES & FEES:

Contract Maximums:

Under no circumstances shall the amount payable by the LPA for this CONTRACT exceed $ 687,365.25 (Total of all Charges) without the prior written consent of both parties

Fee and Expense Summary

Labor Cost	Direct Cost	SubConsultant	Total
$662,089.60	0.00	$25,275.65	$687,365.25

EXHIBIT 4

SAMPLE INVOICE
[Labor-Hour/Unit Cost]

LPA's name
LPA's address

DATE:

ATTENTION: LPA, Consultant Services Administrator

INVOICE NO. 0000
PERIOD _____, 20__ THROUGH _____, 20__
PROFESSIONAL SERVICES IN ACCORDANCE WITH
CONTRACT DATED _____, 20__, AS RELATES TO
PROJECT NO. ___-___-____-____-____ IN _____ COUNTY, HIGHWAY_____.

CONSULTANT:
CUSTOMER NUMBER 0000000000 FILE NO. 000-000000

	CURRENT PERIOD	PREVIOUS ESTIMATE	TOTAL ALLOWED TO DATE
* LABOR COSTS	$	$	$
** DIRECT COSTS	$	$	$
PROJECT TOTAL	$	$	$

AMOUNT DUE THIS INVOICE: $

NOTE:
1. * ATTACH SUPPORTING DATA
2. ** DIRECT COSTS (ATTACH SUPPORTING DATA)
3. THE CONSULTANT MAY USE ITS OWN INVOICE FORM SO LONG AS IT HAS BEEN APPROVED. PRIOR TO SUBMISSION BY THE CONSULTANT SAID FORM SHOULD, AT A MINIMUM, CONTAIN THE ABOVE INFORMATION

SUPPORTING DATA

Project No. 00-0000-00-000-00
County _____

Employee and Classification	Rate of Pay (in contract)	Current Period Hours	Previous Period Costs	Costs To Date
DIRECT LABOR AND DIRECT COSTS				
John P. Public, Jr Engineer	0.00	0.00	0.00	0.00
John P. Public, Jr Designer	0.00	0.00	0.00	0.00
John P. Public, Jr Engineer	0.00	0.00	0.00	0.00
John P. Public, Jr Technician	0.00	0.00	0.00	0.00
Sub Total		0.00	0.00	0.00
Total Labor			0.00	0.00
Direct Costs			0.00	0.00
Project Total			0.00	0.00

EXHIBIT 5

NOTICE TO CONTRACTORS, FEDERAL-AID CONTRACT COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964 COPELAND ANTI-KICKBACK ACT, DAVIS BACON ACT CONTRACT WORK HOURS AND SAFETY STANDARDS ACT CLEAN AIR ACT, ENERGY POLICY AND CONSERVATION ACT DISADVANTAGED BUSINESS ENTERPRISES, WORKER VISIBILITY

During the performance of this CONTRACT, the CONSULTANT, for itself, its assignees and successor-in-interest (hereinafter referred to as the "CONSULTANT") agrees as follows:

1. Compliance with Regulations: The CONSULTANT will comply with the Regulations of the Department of Transportation relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (Title 49, Code of Federal Regulations, Part 21, hereinafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of this CONTRACT.

2. Nondiscrimination: The CONSULTANT, with regard to the work performed by it after award and prior to completion of the contract work, will not discriminate on the grounds of race, religion, color, sex, national origin, age or disability in the selection and retention of subconsultants including procurement of materials and leases of equipment. The CONSULTANT will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the CONTRACT covers a program set forth in Appendix B of the Regulations. In addition, the CONSULTANT will not participate either directly or indirectly in discrimination prohibited by 23 C.F.R. 710.405(b).

3. Solicitations for Subcontracts, Including Procurement of Materials and Equipment: In all Solicitations, either by competitive bidding or negotiation made by the CONSULTANT for work to be performed under a subcontract, including procurement of materials or equipment, each potential subconsultant or supplier shall be notified by the CONSULTANT of the CONSULTANT's obligations under this CONTRACT and the Regulations relative to nondiscrimination on the grounds of race, religion, color, sex, national origin, age or disability.

4. Anti-kickback provisions: All contracts and subcontracts for construction or repair shall include a provision for compliance with the Copeland "Anti-Kick Back" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR, Part 3). This Act provides that each contractor or subcontractor shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The CONSULTANT shall report all suspected or reported violations to the LPA.

5. Davis Bacon Act: When required by the federal grant program legislation, all construction contracts awarded to contractors and subcontractors in excess of $2,000 shall include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 276a to a-7) and as supplemented by Department of Labor regulations (29 CFR, Part 5). Under this Act, contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less often than once a week.

6. Contract Work Hours and Safety Standards Act: Where applicable, all contracts awarded by or to contractors and subcontractors in excess of $100,000 which involve the employment of mechanics or laborers shall include a provision for compliance with sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor Regulations (29 CFR, Part 5). Under section 103 of the Act, each contractor shall be required to compute the wages of every mechanic and

laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1 1/2 times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction, safety, and health standards promulgated by the Secretary of Labor. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

7. Clean Air Act: Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857 (h), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15) (Contracts and subcontracts in amounts in excess of $100,000).

8. Energy Policy and Conservation Act: Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163).

9. Disadvantaged Business Enterprises: It is the policy of the Mississippi Department of Transportation to comply with the requirements of 49 C.F.R. 26, to prohibit unlawful discrimination, to meet it's goal for DBE participation, to meet that goal whenever possible by race-neutral means, to create a level playing field, and to achieve that amount of DBE participation that would be obtained in an non-discriminatory market place. To meet that objective in any United States Department of Transportation assisted contracts, the LPA and the CONSULTANT shall comply with the "Mississippi Department of Transportation's Disadvantaged Business Enterprise Programs For United States Department Of Transportation Assisted Contracts".

Neither the CONSULTANT (Contractor), nor any sub-recipient or sub-contractor shall discriminate on the bases of race, color, national origin, or sex in the performance of this contract. The CONSULTANT (Contractor) shall carry out applicable requirements of 49 C.F.R. 26 in the award and administration of United States Department of Transportation assisted contracts. Failure of the CONSULTANT (Contractor) to carry out those requirements is a material breach of the contract which may result in the termination of this contract or such other remedies as the Mississippi Department of Transportation deems appropriate.

10. Worker Visibility: All workers within the right-of-way of a Federal-aid highway who are exposed either to traffic (vehicles using the highway for the purposes of travel) or to construction equipment within the work area shall wear high-visibility safety apparel – personal protective safety clothing that is intended to provide conspicuity during both daytime and nighttime usage, and that meets the Performance Class 2 or 3 requirements of the ANSI/ISEA 107–2004 publication entitled "American National Standard for High-Visibility Safety Apparel and Headwear" – for compliance with 23 CFR, Part 634.

EXHIBIT 6

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS - Certification in accordance with Section 29.510 Appendix A, C.F.R./Vol. 53, No. 102, page 19210 and 19211:

(1) The CONSULTANT certifies to the best of its knowledge and belief that it and its principals:

(a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;

(b) have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in paragraph (l)(b) of this certification: and

(d) have not within a three-year period preceding this application/proposal had one or more public transactions (federal, state or local) terminated for cause or default;

(e) has not either directly or indirectly entered into any agreement participated in any collusion; or otherwise taken any action in restraint of free competitive negotiation in connection with this CONTRACT.

(2) The CONSULTANT further certifies, to the best of his/her knowledge and belief, that:

(f) No federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a member of Congress, an officer or employee of Congress, or employee of a member of Congress in connection with the awarding of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(g) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer of employee of Congress, or any employee of a member of Congress in connection with this CONTRACT, Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions will be completed and submitted.

The certification contained in (1) and (2) above is a material representation of fact upon which reliance is placed and a pre-requisite imposed by Section 1352, Title 31, U. S. Code prior to entering into this CONTRACT. Failure to comply shall be subject to a civil penalty of not less than $10,000 and not more than $100,000. The CONSULTANT shall include the language of the certification in all subcontracts exceeding $100,000 and all sub-contractors shall certify and disclose accordingly.

I hereby certify that I am the duly authorized representative of the CONSULTANT for purposes of making this certification, and that neither I, nor any principal, officer, shareholder or employee of the above firm has:

(a) employed or retained for commission, percentages, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above consultant) to solicit or secure this agreement,

(b) agreed, as an express or implied condition for obtaining this CONTRACT, to employ or retain the services of any firm or person in connection with carrying out the agreement, or

(c) paid, or agreed to pay, to any firm, organization or person (other than a bone fide employee working solely for me or the above consultant) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the agreement; except as herein expressly stated (if any).

I acknowledge that this Agreement may be furnished to the Federal Highway Administration, United States Department of Transportation, in connection with the Agreement involving participation of Federal-Aid Highway funds, and is subject to applicable state and federal laws, both criminal and civil.

SO CERTIFIED this 23 day of February, 2024.

SOUTHERN CONSULTANTS, INC.

BY: _____
James S. Stewart, Vice President

ATTEST: 6/16/2027

My Commission Expires:

_____
Notary

STATE OF MISSISSIPPI
CHRISTOPHER BARNEY
NOTARY PUBLIC
ID No. 126165
MY COMMISSION EXPIRES
JUNE 16, 2027
MADISON COUNTY

EXHIBIT 7

CERTIFICATION OF THE LPA

I hereby certify that I am the Chief Administrative Official, duly authorized by the LPA to execute this certification and that the above consulting firm or its representative has not been required, directly or indirectly, as an express or implied condition in connection with obtaining or carrying out this agreement to:

(a) employ or retain, or agree to employ or retain, firm or person, or

(b) pay, or agree to pay, to any firm, person organization, any fee, contribution, donation, or consideration of any kind except as here expressly stated (if any).

SO CERTIFIED on the 24th day of April 2024.

CITY OF JACKSON, MISSISSIPPI

Honorable Chokwe Antar Lumumba, MAYOR

EXHIBIT 8

{Intentionally Left Blank}

EXHIBIT 9

PRIME CONSULTANT / CONTRACTOR EEV CERTIFICATION AND AGREEMENT

By executing this Certification and Agreement, the undersigned verifies its compliance with the, "Mississippi Employment Protection Act," Section 71-11-3 of the Mississippi Code of 1972, as amended, and any rules or regulations promulgated by the LPA, Mississippi Transportation Commission [MTC], Department of Employment Security, State Tax Commission, Secretary of State, Department of Human Services in accordance with the Mississippi Administrative Procedures Law (Section 25-43-1 et seq., Mississippi Code of 1972, as amended), stating affirmatively that the individual, firm, or corporation which is contracting with the LPA has registered with and is participating in a federal work authorization program* operated by the United States Department of Homeland Security to electronically verify information of newly hired employees pursuant to the Immigration Reform and Control Act of 1986, Pub.L. 99-603,100 Stat 3359, as amended. The undersigned agrees to inform the LPA if the undersigned is no longer registered or participating in the program.

The undersigned agrees that, should it employ or contract with any entity(s) in connection with the performance of this CONTRACT, the undersigned will secure from such entity(s) verification of compliance with the Mississippi Employment Protection Act. The undersigned further agrees to maintain records of such compliance and provide a copy of each such verification to the LPA, if requested, for the benefit of the LPA or this CONTRACT.

1331664
EEV* Company Identification Number [Required]

The undersigned certifies that the above information is complete, true and correct to the best of my knowledge and belief. The undersigned acknowledges that any violation may be subject to the cancellation of the contract, ineligibility for any state or public contract for up to three (3) years, the loss of any license, permit, certificate or other document granted by any agency, department or government entity for the right to do business in Mississippi for up to one (1) year, or both, any and all additional costs incurred because of the contract cancellation or the loss of any license or permit, and may be subject to additional felony prosecution for knowingly or recklessly accepting employment for compensation from an unauthorized alien as defined by 8 U.S.C §1324a(h)(3), said action punishable by imprisonment for not less than one (1) year nor more than five (5) years, a fine of not less than One Thousand Dollars ($1,000.00) nor more than Ten Thousand Dollars ($10,000.00), or both, in addition to such prosecution and penalties as provided by Federal law.

BY: _____ 2/23/24
Authorized Officer or Agent — Date

James S. Stewart — Vice President
Printed Name of Authorized Officer or Agent — Title of Authorized Officer or Agent of Contractor / Consultant

SWORN TO AND SUBSCRIBED before me on this the 23 day of February, 2024.

_____
NOTARY PUBLIC
My Commission Expires: 6/16/2027

* As of the effective date of the Mississippi Employment Protection Act, the applicable federal work authorization program is E-Verify™ operated by the U. S. Citizenship and Immigration Services of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration

STATE OF MISSISSIPPI ★ CHRISTOPHER BARNEY NOTARY PUBLIC ID No. 128165 MY COMMISSION EXPIRES JUNE 16, 2027 MADISON COUNTY

{Insert the Cost Fee Schedule for CE and I Projects from the gomdot.com web site here}

FEE PROPOSAL

CONSTRUCTION ENGINEERING & INSPECTION

WOODROW WILSON - MILL AND OVERLAY WITH SIDEWALK IMPROVEMENTS FROM MARTIN LUTHER KING, JR. DRIVE TO MILL STREET BRIDGE

Prepared for:
Mississippi Department of Transportation

Project Number:
STP-0250-00(053) LPA/108075-701000
CITY OF JACKSON, MS

Prepared by: SOUTHERN CONSULTANTS, INC.

Date Submitted: *May 4, 2023*
Date Revised: *February 7, 2024*

Cost Summary

WOODROW WILSON - Mill and Overlay with Sidewalk Improvements from Martin Luther King, Jr., Drive to Mill Street Bridge

Construction Engineering & Inspection Services

Southern Consultants, Inc.		
Labor Costs		
CE&I Services	$	662,089.60
Direct Costs		
CE&I Services	$	-
Subtotal **Southern Consultants, Inc.**	$	662,089.60
Sub-Consultant		
Labor Costs		
CE&I Services	$	-
Direct Costs		
CE&I Services	$	-
Subtotal Cost Sub-Consultant	$	-
Labor Costs		
Testing Services	$	25,275.65
Direct Costs		
CE&I Services	$	-
Subtotal Cost	$	25,275.65
PROJECT TOTAL COSTS	$	687,365.25

Back-up must be provided for all SubConsultants

If additional sheets are required, Consultant will be responsible for accuracy

BILLING RATE TABLE
SOUTHERN CONSULTANTS, INC.
Construction Engineering & Inspection Services

Home Overhead Rate [2]	161.00% %
Field Overhead Rate [2]	161.00% %
Profit	12.00% %

REGULAR BILLING TIME

Classification	Raw Wage Rate	Audited OH Rate[3]	Profit	Regular Billing Rate
Principal	$ 65.00	$ 104.65	$ 20.36	$ 190.01
Project Manager	$ 55.00	$ 88.55	$ 17.23	$ 160.78
Project Engineer PE/PS	$ 50.00	$ 80.50	$ 15.66	$ 146.16
Inspector I	$ 40.00	$ 64.40	$ 12.53	$ 116.93
Engineering Intern, EI	$ 45.00	$ 72.45	$ 14.09	$ 131.54
Administrative Assistant	$ 30.00	$ 48.30	$ 9.40	$ 87.70
CAD Technician	$ 40.00	$ 64.40	$ 12.53	$ 116.93

OVERTIME BILLING RATES ***

Classification	Raw Wage Rate	Audited OH Rate[3]	Profit	Regular Billing Rate
Inspector I	$ 60.00	$ 64.40	$ 12.53	$ 136.93
Engineering Intern, EI	$ 67.50	$ 72.45	$ 14.09	$ 154.04
(additional classifications)		$ -	$ -	$ -

[2] Approved by MDOT

[3] Formula's may need to be adjusted if consultant has field overhead rate approved.

*** *Overtime may only be allowable for those employees per Federal requirements.*

*** *Overtime is calculated by Raw Wage only * 1.5. Overhead and profit shall not be increased by 1.5*

HOUR DISTRIBUTION / LABOR COSTS
SOUTHERN CONSULTANTS, INC.
Construction Engineering & Inspection Services

STP-0250-00(050) LPA/108075-701000

REGULAR HOURS ONLY

POSITION TITLE	Hours Per Month												On Job Months	Subtotal Hours	Hourly Rate	Extension
	March 2024	April 2024	May 2024	June 2024	July 2024	Aug 2024	Sept 2024	Oct 2024	Nov 2024	Dec 2024	Jan 2025	Feb 2025				
Principal	10	10	10	10	10	10	10	10	10	10	10	10	0	120	$ 190.01	$ 22,801.20
Project Manager	10	20	30	30	40	40	40	40	40	30	20	20	0	360	$ 160.78	$ 57,880.80
Project Engineer PE/PS	100	80	80	80	90	90	100	100	100	90	90	120	0	1120	$ 146.16	$ 163,699.20
Inspector I	0	176	168	180	176	176	160	184	160	120	176	160	0	1816	$ 116.93	$ 212,344.88
Engineering Intern, EI	0	80	100	100	100	100	100	100	100	100	100	100	0	1080	$ 131.54	$ 142,067.52
Administrative Assistant	4	8	8	10	10	10	10	10	10	10	10	20	0	120	$ 87.70	$ 10,524.00
CAD Technician	0	0	0	0	0	0	0	0	0	0	50	50	0	100	$ 116.93	$ 11,693.00

Labor Subtotal (Regular) $ 621,010.60

STP-0250-00(053) LPA/108075-701000

OVERTIME HOURS ONLY

POSITION TITLE	Overtime Hours Per Month												On Job Months	Subtotal Hours	Hourly Rate	Extension
	March 2024	April 2024	May 2024	June 2024	July 2024	Aug 2024	Sept 2024	Oct 2024	Nov 2024	Ded 2024	Jan 2025	Feb 2025				
Inspector I	0	40	40	40	40	40	40	40	20	0	0	0	0	300	$ 136.93	$ 41,079.00
Engineering Intern, EI													0	0	$ 154.04	$ -
(additional classifications)													0	0	$ -	$ -

Labor Subtotal (Overtime) $ 41,079.00

CONTRACTOR's Project Completion Time: 139 Productive Days

Construction Cost Estimate: $5,565,058.00

ESTIMATED MAXIMUM FEE FOR TESTING SERVICES

Project Name	Woodrow Wilson MLK to Mill Street Bridge
MDOT Project No.	STP-0250-03(053); LPA/108075-701000
Testing Firm Name	Burns C[illegible] Dennis, Inc.
MDOT District Material Engineer Approval Date for the S&T Report	

Home Overhead Rate [2]	137.57%
FCCM (Home)	0.45%
Field Overhead Rate [2]	170.94%
FCCM (Field)	0.43%
Profit	17.00%

Classification	Hours	Raw Wage Rate	Audited OH Rate	Profit	FCCM	Regular Billing Rate	Total
Project Manager	18	$ 60.00	$ 137.57	$ 26.14	$ 0.34	$ 244.35	$ 3,909.77
Project Engineer	6	$ 70.00	$ 120.64	$ 22.86	$ 0.30	$ 213.82	$ 1,710.62
Materials Engineer	11	$ 50.00	$ 86.17	$ 16.34	$ 0.22	$ 152.73	$ 1,679.65
Admin. Assistant	32	$ 22.50	$ 38.78	$ 7.35	$ 0.10	$ 68.73	$ 2,199.26
Field Technician	151	$ 25.00	$ 43.09	$ 8.17	$ 0.11	$ 76.36	$ 11,530.77
SUBTOTAL - LABOR COSTS							$ 21,030.29

LPA Project Sampling and Testing Requirements

Item Number and Item	Test	Frequency	Number of Test	Unit Cost	Total Cost
203-EX010 Borrow Excavation, AH, FME, Class B17 304-G001 Size 3/4" and Down Crushed Stone Base, AEA OR 304-G002 Size 610 Crushed Stone Base, AEA OR 304-G003 Size 825B Crushed Stone Base, AEA	Atterberg Limits (T89 and T90)	Moderate	4	$ 75.00	$ 300.00
203-EX010 Borrow Excavation, AH, FME, Class B17	Minus No. 200 Wash (T11)	Moderate	2	$ 60.00	$ 120.00
203-EX010 Borrow Excavation, AH, FME, Class B17 304-G001 Size 3/4" and Down Crushed Stone Base, AEA OR 304-G002 Size 610 Crushed Stone Base, AEA OR 304-G003 Size 825B Crushed Stone Base, AEA	Standard Proctors (MT-8)	Moderate	4	$ 240.00	$ 960.00
304-G001 Size 3/4" and Down Crushed Stone Base, AEA OR 304-G002 Size 610 Crushed Stone Base, AEA OR 304-G003 Size 825B Crushed Stone Base, AEA	Gradation (T27)	Moderate	2	$ 175.00	$ 350.00
304-G001 Size 3/4" and Down Crushed Stone Base, AEA OR 304-G002 Size 610 Crushed Stone Base, AEA OR 304-G003 Size 825B Crushed Stone Base, AEA	Moisture Content	Moderate	4	$ 10.00	$ 40.00
403-A003 ST 12.5mm 403-B006 ST 19mm	Bulk Specific Gravity (T166)	Moderate	19	$ 40.00	$ 760.00
501-A002 8" Reinforced Cement Concrete Pavement 601-B001 Class "B" Structural Concrete, Minor Structures 608-B001 Concrete Sidewalk, With Reinforcement 609-B005 Concrete Curb, Special Design Header 609-D001 Combination Concrete Curb and Gutter Type 1 614-B003 Concrete Driveway, With Reinforcement 616-A001 Concrete Median and/or Island Pavement 616-A004 Concrete Median and/or Island Pavement 907-A34-C001 Pole Found., Class B Concrete	Compressive Strength	Moderate	48	$ 25.00	$ 1,200.00
203-EX010 Borrow Excavation, AH, FME, Class B17 304-G001 Size 3/4" and Down Crushed Stone Base, AEA OR 304-G002 Size 610 Crushed Stone Base, AEA OR 304-G003 Size 825B Crushed Stone Base, AEA	Nuclear Density Tests (T312)	Moderate	24	$ 25.00	$ 600.00
SUB-TOTAL - LPA Project Sampling and Testing Requirements					$ 3,970.00

EXPENSE ITEMS	Quantity	Unit	Rate	Total Cost
Automobile Travel	1008	Miles	$ 0.67	$ 675.36
SUB-TOTAL - EXPENSE ITEMS				$ 675.36
		TOTAL PROPOSED FEE		$ 25,275.65

NOTES:

The above quantities are estimated using the 2020 LPA Project Sampling and Testing Requirements and the approved Sampling and Testing Proposal. Multiple trips will likely be required to pickup soil and aggregate samples due to the contractor's operation and not all material being delivered to the site at one time. The breakdown below outlines the number for trips and hours per trip for each of the pay items that will require testing. Technician hours are based on 8 - 4 hour trips to the project site for earthwork and granular testing, 17 - 5 hour trips for concrete testing, 7 - 8 hour trips for asphalt density, and 11 - 1 hour trips for sample and cylinder pickup. 1 hour clerical per technician testing trip. 0.25 hours project manager per materials testing trip and 8 hours for meetings. 0.5 hours project engineer per concrete testing trip. 0.5 hours materials engineer per technician testing trip and 4 hours for meetings. Mileage is based on 24 miles per trip.
The time shown for the Project Engineer and Admin. Assistant is for the preparation and review of reports. The Principal time shown is for overall review of testing work and reporting.

Senior Field Inspector Trip and Hourly Summary

Description	Trips	Hours/Trip	Hours	Miles/ Trip	Miles
Items 203, 304	8	4	32	24	192
Item 403	7	4	28	24	168
Items 501, 601, 608, 609, 614, and 616	16	5	80	24	384
Sample/Cylinder Pickup	11	1	11	24	264
Totals	42		151		1008

44

ORDER ACCEPTING THE BID OF CORPORATE MECHANICAL CONTRACTORS, LLC FOR REPLACEMENT OF THE BOILER AT THE WILLIE MORRIS LIBRARY

WHEREAS, the City of Jackson solicited competitive bids for the replacement of the boiler at the Willie Morris Library and received bids from two contractors; and

WHEREAS, the lowest bid, in the amount of $46,120.00, was submitted by Corporate Mechanical Contractors, LLC, whose principal place of business is 7070 Exchequer Drive, Baton Rouge, Louisiana 70809; and

WHEREAS, the other bid received was from Trane U.S., Inc., which lists its business address as 851 Wilson Drive, Suite A, Ridgeland, Mississippi 39257, in the amount of $98,401.61; and

WHEREAS, the scope of work is to provide all labor, tools, materials, and equipment to install one (1) new gas-fired boiler and perform essential hot water pump no. 1 repairs; and

WHEREAS, the contractor will perform the following services as a part of the scope of work:

- Disconnect electrical, hot water piping, and gas flue vent from existing boiler.
- Remove (1) existing boiler from outside mechanical boiler room and dispose away from library in an environmentally safe manner.
- Install (1) New Laars Gas Fired Boiler into the location of existing boilers in the outside boiler mechanical room.
- Re-Connect all electrical, hot water piping and gas flue vent to (1) New Boiler.
- Verify all connections are leak free and correct.
- Reinsulate any water lines that were removed during demolition of existing boilers.
- Perform Essential Hot Water Pump No. 1 Repairs, including replacement of the seals and bearings

WHEREAS, payment will be due upon satisfactory completion of the scope of work; and

WHEREAS, the Department of Public Works recommends that the governing authorities deem the bid of Corporate Mechanical Contractors, LLC, in the amount of $46,120.00 to replace the boiler at the Willie Morris Library to be the lowest and best bid.

IT IS, THEREFORE, ORDERED that the bid of Corporate Mechanical Contractors, LLC, in the amount of $46,120.00 to replace the boiler at the Willie Morris Library to be the lowest and best bid is accepted as the lowest and best bid, consistent with scope of work set forth above.

IT IS FURTHER ORDERED that the Mayor is authorized to execute the client authorization to proceed provided in the proposal of Corporate Mechanical Contractors, LLC, consistent with the pricing and scope of work set forth above.

Agenda Item # 44
July 28, 2026
(Anderson, Horhn)

Office of the City Attorney

401 E. Capitol Street, Suite 200
Post Office Box 2779
Jackson, Mississippi 39205-2779
Telephone: (601) 960-1799
Facsimile: (601) 960-1756

OFFICE OF THE CITY ATTORNEY
7/22/2026

OFFICE OF THE CITY ATTORNEY

This **ORDER ACCEPTING THE BID OF CORPORATE MECHANICAL CONTRACTORS, LLC FOR REPLACEMENT OF THE BOILER AT THE WILLIE MORRIS LIBRARY** is legally sufficient for placement in NOVUS Agenda.

Sondra O. Moncure
SONDRA MONCURE, *Special Assistant*

7/23/26
DATE

Terry Williamson, *Legal Counsel* TW

Department of Public Works

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

John A. Horhn
Mayor of the City of Jackson

MEMORANDUM

To: Hon. John A. Horhn, Mayor

From: Lorenzo Anderson, P.E. Director
Department of Public Works

Date: July 21, 2026

Subject: Agenda Item for City Council Meeting

Attached, you will find an item for the agenda authorizing the Mayor to execute an authorization to proceed provided in proposal submitted in response to the solicitation for bids to replace the boiler at the Willie Morris Library.

The boiler in the Willie Morris Library failed several months ago. The Building Maintenance Division of the Department of Public Works, cooperated with the library system to solicit quotes to replace the boiler. The City received two quotes, the lowest of which was from Corporate Mechanical Contractors, LLC, in the amount of $46,120.00.

The Department of Public Works recommends that the City authorize a contract with this low bidder in order to the have the library repaired as soon as possible.

If you have any questions or comments, please do not hesitate to call me.

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

July 21, 2026
DATE

	POINTS	COMMENTS
1.	**Brief Description/Purpose**	**ORDER ACCEPTING THE BID OF CORPORATE MECHANICAL CONTRACTORS, LLC FOR REPLACEMENT OF THE BOILER AT THE WILLIE MORRIS LIBRARY**
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	4. Neighborhood Enhancement 7. Quality of Life
3.	**Who will be affected**	Patrons of the Willie Morris Library
4.	**Benefits**	Will allow the building to be heated during cold weather
5.	**Schedule (beginning date)**	Upon approval, the contractor will be issued a Notice to Proceed after the Mayor executes the authorization to proceed provided in the proposal
6.	**Location:** ▪ **WARD** ▪ **CITYWIDE (yes or no) (area)** ▪ **Project limits if applicable**	Ward 1
7.	**Action implemented by:** ▪ **City Department** ■ ▪ **Consultant** ☐ ▪	Department of Public Works, Engineering Division, and the Jackson-Hinds Library System
8.	**COST**	$46,120.00
9.	**Source of Funding** ▪ **General Fund** ☐ ▪ **Grant** ☐ ▪ **Bond** ■ ▪ **Other** ☐	Infrastructure Modernization Tax Fund

Revised 2-04

CMC
CERTIFICATE SOLUTIONS

DISTECH CONTROLS

HVAC SOLUTIONS
PREDICTIVE MAINTENANCE
ENERGY SAVINGS
IAQ SERVICES

7/1/2026

City of Jackson, Mississippi
Willie Morris Library
219 S. President St.
Jackson, MS 39201
Attn: Bobby Washington / Maintenance Department
Proposal #: P15936
City of Jackson, MS Vendor# 401572
Description: **Install (1) New Gas Fired Boiler Serving Willie Morris Library**

Scope of Work: CMC shall provide all labor, tools, materials, and equipment to install (1) New Gas Fired Boiler and perform essential Hot Water Pump-1 Repairs.

Scope of Service to Include:

- **Disconnect electrical, hot water piping, and gas flue vent from existing boiler.**
- **Remove (1) existing boiler from outside mechanical boiler room and dispose away from library in an environmentally safe manner.**
- **Install (1) New Laars Gas Fired Boiler into the location of existing boilers in the outside boiler mechanical room.**
- **Re-Connect all electrical, hot water piping and gas flue vent to (1) New Boiler.**
- **Verify all connections are leak free and correct.**
- **Reinsulate any water lines that were removed during demolition of existing boilers.**
- **Perform Essential Hot Water Pump-1 Repairs which includes seal kit and bearings**
- **Current Factory Lead Times are 3 Working Weeks plus Shipping to Jackson, MS**

NOTE: Proposal Includes equipment, parts, and labor to perform the scope of work mentioned above.

TOTAL PROPOSAL PRICE - $46,120.00

John Edwards
Vice President of Business Development
John.edwards@callcmc.com

Client Authorization to Proceed:

Signature _____ Printed Name _____ Date _____

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By providing the signed authorization to proceed, the client agrees to make progress and final invoice payments for completed work within ~~30~~ days of invoice date, subject to additions and deductions by agreed change orders. Payments due and unpaid shall bear interest from the date payment is due at a rate of 1.5% per month. Credit card payments will be assessed a processing fee of 2.5%.

Trane U.S. Inc.
851 Wilson Dr., Suite A
Ridgeland, MS 39157
Phone: (601) 966-5920
Jeremy.followell@trane.com

June 24, 2026

City Of Jackson Mississippi

Site Address:
Willie Morris Library
4912 Old Canton Rd
Jackson, MS 39211

ATTENTION: Bobby Washington

PROJECT NAME: City of Jackson- Willie Morris Boiler

We are pleased to propose the following Trane services for the equipment listed. Services will be performed using Trane's exclusive service procedures provided by factory trained and experienced technicians. You receive the full benefit of our expertise derived from being Trane equipment's original manufacturer. Our procedures are environmentally and safety conscious while providing for the efficient delivery of these services.

EQUIPMENT LIST

Willie Morris Library

The following **"Covered Equipment" will be serviced at Willie Morris Library:**

Equipment	Qty	Manufacturer	Model Number	Serial Number	Asset Tag

SCOPE OF SERVICE

This proposal is to replace the defective boiler and hot water pump at the Willie Morris Library. Included in this proposal is the following:

- Removing cast iron Smith Boiler
- Installing Lochinvar CHN0752 638k BTU output/85% efficiency
- Installing low temperature protection valve
- Installing 1/4hp inline pump
- Installation of High and Low pressure switches in accordance CSD-1 certification
- Installing double wall stainless vent piping (Category 1)
- Providing and installing a replacement 10HP Aurora hot water pump
- Installing an emergency stop to be located on the exterior wall
- Trane technician provided for commissioning and startup

Sensitivity: Highly Confidential
© 2026 Trane Technologies. All Rights Reserved.
Confidential and Proprietary Information of Trane U.S. Inc.

PRICING AND ACCEPTANCE

City Of Jackson Mississippi

Site Address:
Willie Morris Library
4912 Old Canton Rd
Jackson, MS 39211

TOTAL PRICE: .....[redacted] USD

CLARIFICATIONS

- Applicable taxes are not included and will be added to the invoice.
- Any service not listed is not included.
- Work will be performed during normal Trane business hours.
- This proposal is valid for 30 days from June 24, 2026

I appreciate the opportunity to earn your business and look forward to helping you with all of your service needs. Please contact me if you have any questions or concerns.

Sincerely,

Jeremy Followell
Account Manager-Services
E-mail: jeremy.followell@trane.com
Cell: (601) 966-5920

TARIFFS

Trane shall have the right, at its discretion, to pass along any related increases should (1) its costs related to the manufacture, supply, and shipping for any product or service materially increase. This includes, but is not limited to, cost increases in raw materials, supplier components, labor, utilities, freight, logistics, wages and benefits, regulatory compliance, or any other event beyond Company's control and/or (2) any tariffs, taxes, levies or fees affecting, placed on or related to any product or service materially increases.

This agreement is subject to Customer's acceptance of the attached Trane Terms and Conditions (Quoted Service).

CUSTOMER ACCEPTANCE	TRANE ACCEPTANCE
	Trane U.S. Inc.
_____	_____
Authorized Representative	Submitted By: Jeremy Followell
_____	Proposal Date: June 24, 2026
Printed Name	Cell: (601) 966-5920
_____	Office: (6017185758) undefined-undefined
Title	License Number: MS09081-MC
_____	_____
Purchase Order	Authorized Representative
_____	_____
Acceptance Date	Title
	_____
	Signature Date

Sensitivity: Highly Confidential
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Confidential and Proprietary Information of Trane U.S. Inc.

TERMS AND CONDITIONS

TERMS AND CONDITIONS – QUOTED SERVICE

"Company" shall mean Trane U.S. Inc. for Company performance in the United States and Trane Canada ULC for Company performance in Canada. To obtain repair service within the scope of Services as defined, contact your local Trane District office identified on the first page of the Agreement by calling the telephone number stated on that page. That Trane District office is responsible for Company's performance of this Agreement. Only Trane authorized personnel may perform service under this Agreement. For Service covered under this Agreement, Company will be responsible for the cost of transporting a part requiring service.

1. Agreement. These terms and conditions are an integral part of Company's offer and form the basis of any agreement (the "Agreement") resulting from Company's proposal (the "Proposal") for the services (the "Services") on equipment listed in the Proposal (the "Covered Equipment"). **COMPANY'S TERMS AND CONDITIONS ARE SUBJECT TO PERIODIC CHANGE OR AMENDMENT.**

2. Connected Services. In addition to these terms and conditions, the Connected Services Terms of Service ("Connected Services Terms"), available at https://www.trane.com/TraneConnectedServicesTerms, as updated from time to time, are incorporated herein by reference and shall apply to the extent that Company provides Customer with Connected Services, as defined in the Connected Services Terms.

3. Acceptance. The Proposal is subject to acceptance in writing by the party to whom this offer is made or an authorized agent ("Customer") delivered to Company within 30 days from the date of the Proposal. If Customer accepts the Proposal by placing an order, without the addition of any other terms and conditions of sale or any other modification, Customer's order shall be deemed acceptance of the Proposal subject to Company's terms and conditions. If Customer's order is expressly conditioned upon the Company's acceptance or assent to terms and/or conditions other than those expressed herein, return of such order by Company with Company's terms and conditions attached or referenced serves as Company's notice of objection to Customer's terms and as Company's counteroffer to provide Services in accordance with the Proposal. If Customer does not reject or object in writing to Company within 10 days, the Company's counteroffer will be deemed accepted. Customer's acceptance of the Services by Company will in any event constitute an acceptance by Customer of Company's terms and conditions. In the case of a dispute, the applicable terms and conditions will be those in effect at the time of delivery or acceptance of the Services. This Agreement is subject to credit approval by Company. Upon disapproval of credit, Company may delay or suspend performance or, at its option, renegotiate prices and/or terms and conditions with Customer. If Company and Customer are unable to agree on such revisions, this Agreement shall be cancelled without any liability, other than Customer's obligation to pay for Services rendered by Company to the date of cancellation.

4. Cancellation by Customer Prior to Services; Refund. If Customer cancels this Agreement within (a) thirty (30) days of the date this Agreement was mailed to Customer or (b) twenty (20) days of the date this Agreement was delivered to Customer, if it was delivered at the time of sale, and no Services have been provided by Company under this Agreement, the Agreement will be void and Company will refund to Customer, or credit Customer's account, the full Service Fee of this Agreement that Customer paid to Company, if any. A ten percent (10%) penalty per month will be added to a refund that is due but is not paid or credited within forty-five (45) days after return of this Agreement to Company. Customer's right to cancel this Agreement only applies to the original owner of this Agreement and only if no Services have been provided by Company under this Agreement prior to its return to Company.

5. Cancellation by Company. This Agreement may be cancelled by Company for any reason or no reason, upon written notice from Company to Customer no later than 30 days prior to performance of any Services hereunder and Company will refund to Customer, or credit Customer's account, that part of the Service Fee attributable to Services not performed by Company. Customer shall remain liable for and shall pay to Company all amounts due for Services provided by Company and not yet paid.

6. Services Fees and Taxes. Fees for the Services (the "Service Fee(s)") shall be as set forth in the Proposal and are based on performance during regular business hours. Fees for outside Company's regular business hours and any after-hours services shall be billed separately according to the then prevailing overtime or emergency labor/labour rates. In addition to the stated Service Fee, Customer shall pay all taxes not legally required to be paid by Company or, alternatively, shall provide Company with acceptable tax exemption certificates. Customer shall pay all costs (including attorneys' fees) incurred by Company in attempting to collect amounts due.

7. Payment. Payment is due upon receipt of Company's invoice. Company reserves the right to add to any account outstanding for more than 30 days a service charge equal to the lesser of the maximum allowable legal interest rate or 1.5% of the principal amount due at the end of each month. Customer shall pay all costs (including attorneys' fees) incurred by Company in attempting to collect amounts due or otherwise enforcing these terms and conditions.

8. Customer Breach. Each of the following events or conditions shall constitute a breach by Customer and shall give Company the right, without an election of remedies, to terminate this Agreement or suspend performance by delivery of written notice: (1) Any failure by Customer to pay amounts when due; or (2) any general assignment by Customer for the benefit of its creditors, or if Customer becomes bankrupt or insolvent or takes the benefit of any statute for bankrupt or insolvent debtors, or makes or proposes to make any proposal or arrangement with creditors, or if any steps are taken for the winding up or other termination of Customer or the liquidation of its assets, or if a trustee, receiver, or similar person is appointed over any of the assets or interests of Customer; (3) Any representation or warranty furnished by Customer in connection with this Agreement is false or misleading in any material respect when made; or (4) Any failure by Customer to perform or comply with any material provision of this Agreement. Customer shall be liable to the Company for all Services furnished to date and all damages sustained by Company (including lost profit and overhead)

9. Performance. Company shall perform the Services in accordance with industry standards generally applicable in the state or province where the Services are performed under similar circumstances as of the time Company performs the Services. Company is not liable for any claims, damages, losses, or expenses, arising from or related to work done by or services provided by individuals or entities that are not employed by or hired by Company. Company may refuse to perform any Services or work where working conditions could endanger property or put at risk the safety of people. Parts used for any repairs made will be those selected by Company as suitable for the repair and may be parts not manufactured by Company. Customer must reimburse Company for services, repairs, and/or replacements performed by Company at Customer's request beyond the scope of Services or otherwise excluded under this Agreement. The reimbursement shall be at the then prevailing applicable regular, overtime, or holiday rates for labor/labour and prices for materials. Prior to Company performing the additional services, repairs, and/or replacements, Customer may request a separate written quote stating the work to be performed and the price to be paid by Customer for the work.

10. Customer Obligations. Customer shall: (a) provide Company reasonable and safe access to the Covered Equipment and areas where Company is to work; and (b) unless otherwise agreed by Customer and Company, at Customer's expense and before the Services begin, Customer will provide any necessary access platforms, catwalks to safely perform the Services in compliance with OSHA, state, or provincial industrial safety regulations or any other applicable industrial safety standards or guidelines.

11. Exclusions. Unless expressly included in the Proposal, the Services do not include, and Company shall not be responsible for or liable to the Customer for, any claims, losses, damages or expenses suffered by the Customer in any way connected with, relating to or arising from any of the following:

(a) Any guarantee of room conditions or system performance;

(b) Inspection, operation, maintenance, repair, replacement or performance of work or services outside the Services;

(c) Damage, repairs or replacement of parts made necessary as a result of the acts or omission of Customer or any Event of Force Majeure;

(d) Any claims, damages, losses, or expenses, arising from or related to conditions that existed in, on, or upon the premises before the effective date of this Agreement ("Pre-Existing Conditions") including, without limitation, damages, losses, or expenses involving a Pre-Existing Condition of building envelope issues, mechanical issues, plumbing issues, and/or indoor air quality issues involving mold/mould, bacteria, microbial growth, fungi or other contaminates or airborne biological agents; and

(e) Replacement of refrigerant is excluded,unless replacement of refrigerant is expressly stated as included with the Proposal.

12. Limited Warranty. Company warrants that: (a) the material manufactured by Company and provided to the Customer in performance of the Services is free from defects in material and manufacture for a period of 12 months from the earlier of the date of equipment start-up or replacement and (b) the labor/labour portion of the Services is warranted to have been properly performed for a period of 90 days from date of completion (the "Limited Warranty"). Company obligations of equipment start-up, if any are stated in the Proposal, are coterminous with the Limited Warranty period. Defects must be reported to Company within the Limited Warranty period. Company's obligation under the Limited Warranty is limited to repairing or replacing the defective part at its option and to correcting any improperly performed labor/labour. No liability whatsoever shall attach to Company until the Services have been paid for in full. Exclusions from this Limited Warranty include claims, losses, damages, and expenses in any way connected with, related to, or arising from failure or malfunction of equipment due to the following: wear and tear; end of life failure; corrosion; erosion; deterioration; Customer's failure to follow the Company-provided maintenance plan; unauthorized or improper maintenance; unauthorized or improper parts or material; refrigerant not supplied by Company; and modifications made by others to

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Company's equipment. Company shall not be obligated to pay for the cost of lost refrigerant or lost product. Some components of Company equipment may be warranted directly from the component supplier, in which case this Limited Warranty shall not apply to those components and any warranty of such components shall be the warranty given by the component supplier. Notwithstanding the foregoing, all warranties provided herein terminate upon termination or cancellation of this Agreement. Equipment, material and/or parts that are not manufactured by Company ("Third-Party Product(s)") are not warranted by Company and have such warranties as may be extended by the respective manufacturer. **CUSTOMER UNDERSTANDS THAT COMPANY IS NOT THE MANUFACTURER OF ANY THIRD-PARTY PRODUCT(S) AND ANY WARRANTIES, CLAIMS, STATEMENTS, REPRESENTATIONS, OR SPECIFICATIONS ARE THOSE OF THE THIRD-PARTY MANUFACTURER, NOT COMPANY AND CUSTOMER IS NOT RELYING ON ANY WARRANTIES, CLAIMS, STATEMENTS, REPRESENTATIONS, OR SPECIFICATIONS REGARDING THE THIRD-PARTY PRODUCT THAT MAY BE PROVIDED BY COMPANY OR ITS AFFILIATES, WHETHER ORAL OR WRITTEN. THE REMEDIES SET FORTH IN THIS LIMITED WARRANTY ARE THE SOLE AND EXCLUSIVE REMEDIES FOR WARRANTY CLAIMS PROVIDED BY COMPANY TO CUSTOMER UNDER THIS AGREEMENT AND ARE IN LIEU OF ALL OTHER WARRANTIES AND LIABILITIES, LIABILITIES, CONDITIONS AND REMIDIES, WHETHER IN CONTRACT, WARRANTY, STATUTE, OR TORT (INCLUDING NEGLIGENCE), EXPRESS OR IMPLIED, IN LAW OR IN FACT, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE OR FITNESS FOR A PARTICULAR PURPOSE AND/OR OTHERS ARISING FROM COURSE OF DEALING OR TRADE. COMPANY EXPRESSLY DISCLAIMS ANY REPRESENTATIONS OR WARRANTIES, ENDORSEMENTS OR CONDITIONS OF ANY KIND. EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF QUALITY, FITNESS, MERCHANTABILITY, DURABILITY AND/OR OTHERS ARISING FROM COURSE OF DEALING OR TRADE OR REGARDING PREVENTION BY THE SCOPE OF SERVICES, OR ANY COMPONENT THEREOF. COMPANY MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, INCLUDING WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE. ADDITIONALLY, COMPANY MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND REGARDING PREVENTING, ELIMINATING, REDUCING OR INHIBITING ANY MOLD, FUNGUS, BACTERIA, VIRUS, MICROBIAL GROWTH, OR ANY OTHER CONTAMINANTS (INCLUDING COVID-19 OR ANY SIMILAR VIRUS) (COLLECTIVELY, "CONTAMINANTS"), WHETHER INVOLVING OR IN CONNECTION WITH EQUIPMENT, ANY COMPONENT THEREOF, SERVICES OR OTHERWISE. IN NO EVENT SHALL COMPANY HAVE ANY LIABILITY FOR THE PREVENTION, ELIMINATION, REDUCTION OR INHIBITION OF THE GROWTH OR SPREAD OF SUCH CONTAMINANTS INVOLVING OR IN CONNECTION WITH ANY EQUIPMENT, THIRD-PARTY PRODUCT, OR ANY COMPONENT THEREOF, SERVICES OR OTHERWISE AND CUSTOMER HEREBY SPECIFICALLY ACKNOWLDGES AND AGREES THERETO**

13. Indemnity. To the maximum extent permitted by law, Company and Customer shall indemnify and hold harmless each other from any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, resulting from death or bodily injury or damage to real or personal property, to the extent caused by the negligence or misconduct of the indemnifying party, and/or its respective employees or authorized agents in connection with their activities within the scope of this Agreement. Neither party shall indemnify the other against claims, damages, expenses, or liabilities to the extent attributable to the acts or omissions of the other party or third parties. If the parties are both at fault, the obligation to indemnify shall be proportional to their relative fault. The duty to indemnify and hold harmless will continue in full force and effect, notwithstanding the expiration or early termination of this Agreement, with respect to any claims based on facts or conditions that occurred prior to expiration or termination of this Agreement.

14. Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY, NEITHER PARTY SHALL BE LIABLE FOR SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL LOSSES OR DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION REFRIGERANT LOSS, PRODUCT LOSS, LOST REVENUE OR PROFITS, OR LIABILITY TO THIRD PARTIES), INCLUDING CONTAMINANTS LIABILITIES, OR PUNITIVE DAMAGES WHETHER BASED IN CONTRACT, WARRANTY, STATUTE, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, INDEMNITY OR ANY OTHER LEGAL THEORY OR FACTS. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, THE TOTAL AND AGGREGATE LIABILITY OF THE COMPANY TO THE CUSTOMER WITH RESPECT TO ANY AND ALL CLAIMS CONNECTED WITH, RELATED TO OR ARISING FROM THE PERFORMANCE OR NON-PERFORMANCE OF THIS AGREEMENT, WHETHER BASED IN CONTRACT, WARRANTY, STATUTE, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, INDEMNITY OR ANY OTHER LEGAL THEORY OR FACTS, SHALL NOT EXCEED THE COMPENSATION RECEIVED BY COMPANY UNDER THIS AGREEMENT. IN NO EVENT SHALL SELLER BE LIABLE FOR ANY DAMAGES (WHETHER DIRECT OR INDIRECT) RESULTING FROM MOLD, FUNGUS, BACTERIA, MICROBIAL GROWTH, OR OTHER CONTAMINATES OR AIRBORNE BIOLOGICAL AGENTS. TO THE MAXIMUM EXTENT ALLOWED BY LAW, COMPANY SHALL NOT BE LIABLE FOR ANY OF THE FOLLOWING IN CONNECTION WITH PROVIDING THE ENERGY AND BUILDING PERFORMANCE SERVICES: INTERRUPTION, DELETION, DEFECT, DELAY IN OPERATION OR TRANSMISSION; CUSTOMER'S NETWORK SECURITY; COMPUTER VIRUS; COMMUNICATION FAILURE; THEFT OR DESTRUCTION OF DATA; GAPS IN DATA COLLECTED; AND UNAUTHORIZED ACCESS TO CUSTOMER'S DATA OR COMMUNICATIONS NETWORK.

15. CONTAMINANTS LIABILITY. The transmission of COVID-19 may occur in a variety of ways and circumstances, many of the aspects of which are currently not known. HVAC systems, products, services and other offerings have not been tested for their effectiveness in reducing the spread of COVID-19, including through the air in closed environments. **IN NO EVENT WILL COMPANY BE LIABLE UNDER THIS AGREEMENT OR OTHERWISE FOR ANY INDEMNIFICATION, ACTION OR CLAIM, WHETHER BASED ON WARRANTY, CONTRACT, TORT OR OTHERWISE, FOR ANY BODILY INJURY (INCLUDING DEATH), DAMAGE TO PROPERTY,OR ANY OTHER LIABILITIES, DAMAGES OR COSTS RELATED TO CONTAMINANTS (INCLUCING THE SPREAD, TRANSMISSION MITIGATION, ELIMINATION, OR CONTAMINATION THEREOF) (COLLECTIVELY, "CONTAMINANTS LIABILITIES") AND CUSTOMER HEREBY EXPRESSLY RELEASES COMPANY FROM ANY SUCH CONTAMINANT LIABILITIES.**

16. Asbestos and Hazardous Materials. The Services expressly exclude any identification, abatement, cleanup, control, disposal, removal or other work connected with asbestos or other hazardous materials (collectively, "Hazardous Materials"). Should Company become aware of or suspect the presence of Hazardous Materials, Company may immediately stop work in the affected area and shall notify Customer. Customer will be responsible for taking any and all action necessary to correct the condition in accordance with all applicable laws and regulations. Customer shall be exclusively responsible for any claims, liability, fees and penalties, and the payment thereof, arising out of or relating to any Hazardous Materials on or about the premises, not brought onto the premises by Company. Company shall be required to resume performance of the Services only when the affected area has been rendered harmless.

17. Insurance. Company agrees to maintain the following insurance during the term of the contract with limits not less than shown below and will, upon request from Customer, provide a Certificate of evidencing the following coverage:

Commercial General Liability	$2,000,000 per occurrence
Automobile Liability	$2,000,000 CSL
Workers Compensation	Statutory Limits

If Customer has requested to be named as an additional insured under Company's insurance policy, Company will do so but only subject to Company's manuscript additional insured endorsement under its primary Commercial General Liability policies. In no event does Company or its insurer waive its right of subrogation

18. Force Majeure. Company's duty to perform under this Agreement is contingent upon the non-occurrence of an Event of Force Majeure. If Company shall be unable to carry out any material obligation under this Agreement due to an Event of Force Majeure, this Agreement shall at Company's election (i) remain in effect but Company's obligations shall be suspended until the uncontrollable event terminates or (ii) be terminated upon ten (10) days' notice to Customer, in which event Customer shall pay Company for all parts of the Services furnished to the date of termination. An "Event of Force Majeure" shall mean any cause or event beyond the control of Company. Without limiting the foregoing, "Event of Force Majeure" includes: acts of God; acts of terrorism, war or the public enemy; flood; earthquake; lightning; tornado; storm; fire; civil disobedience; pandemic insurrections; riots; labor disputes; labor or material shortages; sabotage; restraint by court order or public authority (whether valid or invalid), and action or non-action by or inability to obtain or keep in force the necessary governmental authorizations, permits, licenses, certificates or approvals if not caused by Company and the requirements of any applicable government in any manner that diverts either the material or the finished product to the direct or indirect benefit of the government.

19. General. Except as provided below, to the maximum extent provided by law, this Agreement is made and shall be interpreted and enforced in accordance with the laws of the state or province in which the Services are performed without regard to choice of law principles which might otherwise call for the application of a different state's or province's law. Any dispute arising under or relating to this Agreement that is not disposed of by agreement shall be decided by litigation in a court of competent jurisdiction located in the state or province in which the Services are performed. To the extent the premises are owned and/or operated by any agency of the United States Federal Government, determination of any substantive issue of law shall be according to the United States Federal common law of Government contracts as enunciated and applied by Federal judicial bodies and boards of contract appeals of the Federal Government. This Agreement contains all of the agreements, representations and understandings of the parties and supersedes all previous understandings, commitments or agreements, oral or written, related to the Services. No documents shall be incorporated herein by reference except to the extent Company is a signatory thereon. If any term or condition of this Agreement is invalid, illegal or incapable of being enforced by any rule of law, all other terms and conditions of this Agreement will nevertheless remain in full force and effect as long as the economic or legal substance of the transaction contemplated hereby is not affected in a manner adverse to any party hereto. Customer may not assign, transfer, or convey this Agreement, or any part hereof, without the written consent of Company. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties hereto and their permitted successors and assigns. This Agreement may be executed in several

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counterparts, each of which when executed shall be deemed to be an original, but all together shall constitute but one and the same Agreement. A fully executed facsimile copy hereof or the several counterparts shall suffice as an original. No modifications, additions or changes may be made to this Agreement except in a writing signed by Company. No failure or delay by the Company in enforcing any right or exercising any remedy under this Agreement shall be deemed to be a waiver by the Company of any right or remedy.

20. Federal Requirements. The Parties shall comply with all United States federal labor law obligations under 29 CFR part 471, appendix A to subpart A. THE FOLLOWING PROVISIONS ARE INCORPORATED HEREIN BY REFERENCE: Executive Order 11701 and 41 CFR §§ 60-250.5(a), 60-300.5; Executive Order 11758 and 41 CFR § 60-741.5(a); U.S. Immigration laws, including the L-1 Visa Reform Act of 2004 and the H-1B Visa Reform Act of 2004; and Executive Order 13496. The Parties shall abide by the requirements of 41 CFR 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to protected veteran status or disability. The Parties certify that they do not operate any programs promoting DEI that violate any applicable United States anti-discrimination laws and acknowledge and agree that their compliance with all applicable federal anti-discrimination laws is material to the federal government's payment decisions. The Parties acknowledge and agree that their employment, procurement, and contracting practices shall not consider race, color, sex, sexual preference, religion, or national origin in ways that violate United States federal civil rights laws.

21. U.S. Government Contracts. The following provision applies only to direct sales by Company to the US Government. The Parties acknowledge that all items or services ordered and delivered under this Agreement / Purchase Order are Commercial Items as defined under Part 12 of the Federal Acquisition Regulation (FAR). In particular, Company agrees to be bound only by those Federal contracting clauses that apply to "commercial" suppliers and that are contained in FAR 52.212-5(e)(1). Company complies with 52.219-8 or 52.219-9 in its service and installation contracting business. **The following provision applies only to indirect sales by Company to the US Government**. As a Commercial Item Subcontractor, Company accepts only the following mandatory flow down provisions: 52.219-8; 52.222-26; 52.222-35; 52.222-36; 52.222-39; 52.247-64. If the Services are in connection with a U.S. government contract, Customer agrees and hereby certifies that it has provided and will provide current, accurate, and complete information, representations and certifications to all government officials, including but not limited to the contracting officer and officials of the Small Business Administration, on all matters related to the prime contract, including but not limited to all aspects of its ownership, eligibility, and performance. Anything herein notwithstanding, Company will have no obligations to Customer unless and until Customer provides Company with a true, correct and complete executed copy of the prime contract. Upon request, Customer will provide copies to Company of all requested written communications with any government official related to the prime contract prior to or concurrent with the execution thereof, including but not limited to any communications related to contractor's Customer's ownership, eligibility or performance of the prime contract. Customer will obtain written authorization and approval from Company prior to providing any government official any information about Company's performance of the Services that are the subject of this offer or agreement, other than the Proposal or this Agreement.

22. Limited Waiver of Sovereign Immunity. If Customer is an Indian tribe (in the U.S.) or a First Nation or Band Council (in Canada), Customer, whether acting in its capacity as a government, governmental entity, a duly organized corporate entity or otherwise, for itself and for its agents, successors, and assigns: (1) hereby provides this limited waiver of its sovereign immunity as to any damages, claims, lawsuit, or cause of action (herein "Action") brought against Customer by Company and arising or alleged to arise out of the furnishing by Company of any product or service under this Agreement, whether such Action is based in contract, tort, strict liability, civil liability or any other legal theory; (2) agrees that jurisdiction and venue for any such Action shall be proper and valid (a) if Customer is in the U.S., in any state or United States court located in the state in which Company is performing this Agreement or (b) if Customer is in Canada, in the superior court of the province or territory in which the work was performed; (3) expressly consents to such Action, and waives any objection to jurisdiction or venue; (4) waives any requirement of exhaustion of tribal court or administrative remedies for any Action arising out of or related to this Agreement; and (5) expressly acknowledges and agrees that Company is not subject to the jurisdiction of Customer's tribal court or any similar tribal forum, that Customer will not bring any action against Company in tribal court, and that Customer will not avail itself of any ruling or direction of the tribal court permitting or directing it to suspend its payment or other obligations under this Agreement. The individual signing on behalf of Customer warrants and represents that such individual is duly authorized to provide this waiver and enter into this Agreement and that this Agreement constitutes the valid and legally binding obligation of Customer, enforceable in accordance with its terms.

1-10.48 (0225)
Supersedes 1-10.48 (1024)

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SECURITY ADDENDUM

This Addendum shall be applicable to the sale, installation and use of Trane equipment and the sale and provision of Trane services. "Trane" shall mean Trane U.S. Inc. for sales and services in the United States, or Trane Canada ULC for sales and services in Canada.

1. Definitions. All terms used in this Addendum shall have the meaning specified in the Agreement unless otherwise defined herein. For the purposes of this Addendum, the following terms are defined as follows:

"Customer Data" means Customer account information as related to the Services only and does not include HVAC Machine Data or personal data. Trane does not require, nor shall Customer provide personal data to Trane under the Agreement. Such data is not required for Trane to provide its Equipment and/or Services to the Customer.

"Equipment" shall have the meaning set forth in the Agreement.

"HVAC Machine Data" means data generated and collected from the product or furnished service without manual entry. HVAC Machine Data is data relating to the physical measurements and operating conditions of a HVAC system, such as but not limited to, temperatures, humidity, pressure, HVAC equipment status. HVAC Machine Data does not include Personal Data and, for the purposes of this agreement, the names of users of Trane's controls products or hosted applications shall not be Personal Data, if any such user chooses to use his/her name(s) in the created accounts within the controls product (e.g., firstname.lastname@address.com). HVAC Machine Data may be used by Trane: (a) to provide better support services and/or products to users of its products and services; (b) to assess compliance with Trane terms and conditions; (c) for statistical or other analysis of the collective characteristics and behaviors of product and services users; (d) to backup user and other data or information and/or provide remote support and/or restoration; (e) to provide or undertake: engineering analysis; failure analysis; warranty analysis; energy analysis; predictive analysis; service analysis; product usage analysis; and/or other desirable analysis, including, but not limited to, histories or trends of any of the foregoing; and (f) to otherwise understand and respond to the needs of users of the product or furnished service. "Personal Data" means data and/or information that is owned or controlled by Customer, and that names or identifies, or is about a natural person, such as: (i) data that is explicitly defined as a regulated category of data under any data privacy laws applicable to Customer; (ii) non-public personal information ("NPI") or personal information ("PI"), such as national identification number, passport number, social security number, social insurance number, or driver's license number; (iii) health or medical information, such as insurance information, medical prognosis, diagnosis information, or genetic information; (iv) financial information, such as a policy number, credit card number, and/or bank account number; (v) personally identifying technical information (whether transmitted or stored in cookies, devices, or otherwise), such as IP address, MAC address, device identifier, International Mobile Equipment Identifier ("IMEI"), or advertising identifier; (vi) biometric information; and/or (vii) sensitive personal data, such as, race, religion, marital status, disability, gender, sexual orientation, geolocation, or mother's maiden name.

"Security Incident" shall refer to (i) a compromise of any network, system, application or data in which Customer Data has been accessed or acquired by an unauthorized third party; (ii) any situation where Trane reasonably suspects that such compromise may have occurred; or (iii) any actual or reasonably suspected unauthorized or illegal Processing, loss, use, disclosure or acquisition of or access to any Customer Data.

"Services" shall have the meaning set forth in the Agreement.

2. HVAC Machine Data; Access to Customer Extranet and Third Party Systems. If Customer grants Trane access to HVAC Machine Data via web portals or other non-public websites or extranet services on Customer's or a third party's website or system (each, an "Extranet"), Trane will comply with the following:

Accounts. Trane will ensure that Trane's personnel use only the Extranet account(s) designated by Customer and will require Trane personnel to keep their access credentials confidential.

Systems. Trane will access the Extranet only through computing or processing systems or applications running operating systems managed by Trane that include: (i) system network firewalls; (ii) centralized patch management; (iii) operating system appropriate anti-malware software; and (iv) for portable devices, full disk encryption.

Restrictions. Unless otherwise approved by Customer in writing, Trane will not download, mirror or permanently store any HVAC Machine Data from any Extranet on any medium, including any machines, devices or servers.

Account Termination. Trane will terminate the account of each of Trane's personnel in accordance with Trane's standard practices after any specific Trane personnel who has been authorized to access any Extranet (1) no longer needs access to HVAC Machine Data or (2) no longer qualifies as Trane personnel (e.g., the individual leaves Trane's employment).

Third Party Systems. Trane will provide Customer prior notice before it uses any third party system that stores or may otherwise have access to HVAC Machine Data, unless (1) the data is encrypted and (2) the third party system will not have access to the decryption key or unencrypted "plain text" versions of the HVAC Machine Data.

3. Customer Data; Confidentiality. Trane shall keep confidential, and shall not access or use any Customer Data and Information that is marked confidential or by its nature is considered confidential ("Customer Confidential Information") other than for the purpose of providing the Equipment and Services, and will disclose Customer Confidential Information only: (i) to Trane's employees and agents who have a need to know to perform the Services, (ii) as expressly permitted or instructed by Customer, or (iii) to the minimum extent required to comply with applicable law, provided that Trane (1) provides Customer with prompt written notice prior to any such disclosure, and (2) reasonably cooperate with Customer to limit or prevent such disclosure.

4. Customer Data; Compliance with Laws. Trane agrees to comply with laws, regulations governmental requirements and industry standards and practices relating to Trane's processing of Customer Confidential Information (collectively, "Laws").

5. Customer Data; Information Security Management. Trane agrees to establish and maintain an information security and privacy program, consistent with applicable HVAC equipment industry practices that complies with this Addendum and applicable Laws ("Information Security Program"). The Information Security Program shall include appropriate physical, technical and administrative safeguards, including any safeguards and controls agreed by the Parties in writing, sufficient to protect Customer systems, and Customer's Confidential Information from unauthorized access, destruction, use, modification or disclosure. The Information Security Program shall include appropriate, ongoing training and awareness programs designed to ensure that Trane's employees and agents, and others acting on Trane's, behalf are aware of and comply with the Information Security Program's policies, procedures, and protocols.

6. Monitoring. Trane shall monitor and, at regular intervals consistent with HVAC equipment industry practices, test and evaluate the effectiveness of its Information Security Program. Trane shall evaluate and promptly adjust its Information Security Program in light of the results of the testing and monitoring, any material changes to its operations or business arrangements, or any other facts or circumstances that Trane knows or reasonably should know may have a material impact on the security of Customer Confidential Information, Customer systems and Customer property.

7. Audits. Customer acknowledges and agrees that the Trane SOC2 audit report will be used to satisfy any and all audit/inspection requests/requirements by or on behalf of Customer. Trane will make its SOC2 audit report available to Customer upon request and with a signed nondisclosure agreement.

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8. Information Security Contact. Trane's information security contact is Local Sales Office.

9. Security Incident Management. Trane shall notify Customer after the confirmation of a Security Incident that affects Customer Confidential Information, Customer systems and Customer property. The written notice shall summarize the nature and scope of the Security Incident and the corrective action already taken or planned.

10. Threat and Vulnerability Management. Trane regularly performs vulnerability scans and addresses detected vulnerabilities on a risk basis. Periodically, Trane engages third-parties to perform network vulnerability assessments and penetration testing. Vulnerabilities will be reported in accordance with Trane's cybersecurity vulnerability reported process. Trane periodically provides security updates and software upgrades.

11. Security Training and Awareness. New employees are required to complete security training as part of the new hire process and receive annual and targeted training (as needed and appropriate to their role) thereafter to help maintain compliance with Security Policies, as well as other corporate policies, such as the Trane Code of Conduct. This includes requiring Trane employees to annually re-acknowledge the Code of Conduct and other Trane policies as appropriate. Trane conducts periodic security awareness campaigns to educate personnel about their responsibilities and provide guidance to create and maintain a secure workplace.

12. Secure Disposal Policies. Trane will maintain policies, processes, and procedures regarding the disposal of tangible and intangible property containing Customer Confidential Information so that wherever possible, Customer Confidential Information cannot be practicably read or reconstructed.

13. Logical Access Controls. Trane employs internal monitoring and logging technology to help detect and prevent unauthorized access attempts to Trane's corporate networks and production systems. Trane's monitoring includes a review of changes affecting systems' handling authentication, authorization, and auditing, and privileged access to Trane production systems. Trane uses the principle of "least privilege" (meaning access denied unless specifically granted) for access to customer data.

14. Contingency Planning/Disaster Recovery. Trane will implement policies and procedures required to respond to an emergency or other occurrence (i.e. fire, vandalism, system failure, natural disaster) that could damage Customer Data or any system that contains Customer Data. Procedures include the following:

a. Data backups; and
b. Formal disaster recovery plan. Such disaster recovery plan is tested at least annually.

15. Return of Customer Data. If Trane is responsible for storing or receiving Customer Data, Trane shall, at Customer's sole discretion, deliver Customer Data to Customer in its preferred format within a commercially reasonable period of time following the expiration or earlier termination of the Agreement or, such earlier time as Customer requests, securely destroy or render unreadable or undecipherable each and every original and copy in every media of all Customer's Data in Trane's possession, custody or control no later than [90 days] after receipt of Customer's written instructions directing Trane to delete the Customer Data.

16. Background Checks Trane shall take reasonable steps to ensure the reliability of its employees or other personnel having access to the Customer Data, including the conducting of appropriate background and/or verification checks in accordance with Trane policies.

17. DISCLAIMER OF WARRANTIES. EXCEPT FOR ANY APPLICABLE WARRANTIES IN THE AGREEMENT, THE SERVICES ARE PROVIDED "AS IS", WITH ALL FAULTS, AND THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY AND EFFORT AS TO SUCH SERVICES SHALL BE WITH CUSTOMER. TRANE DISCLAIMS ANY AND ALL OTHER EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES WITH RESPECT TO THE SERVICES AND THE SERVICES PROVIDED HEREUNDER, INCLUDING ANY EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR THAT THE SERVICES WILL OPERATE ERROR-FREE OR UNINTERRUPTED OR RETURN/RESPONSE TO INQUIRIES WITHIN ANY SPECIFIC PERIOD OF TIME.

October 2024
Supersedes: November 2023v2

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APPENDIX

SAFETY

Since 2003, U.S. Bureau of Labor Statistics records have consistently shown the Total Recordable Incident Rate (TRIR) and Days Away From Work (DAFW) for Trane have been significantly lower than those for HVAC repair and maintenance contractors and specialty trade contractors (construction). The company's safety culture in America is unparalleled in the building service industry, with proven results in the continuous reduction of injury rates. Trane incident rates (OSHA) are consistently 50 to 70 percent below the industry average.



A wide range of safety training and resources are available to Trane technicians, including:

- Safety training—20 hours per year
- Electrical safety—NFPA 70E compliant, electrical PPE
- Fall protection
- Ergonomics
- USDOT compliance
- Refrigerant management training

ENVIRONMENTAL PRACTICES

Trane policies and procedures are compliant with all federal and state regulations. Refrigerant (and substitutes) handling, storage and leak repair processes are compliant with Environmental Protection Agency regulation 40 CFR Part 82. Service technicians are Universal-certified and use only certified recovery equipment.

Refrigerant Management Software (RMS) captures, manages and reports all refrigerant activity at your site. Upon request, Trane can send you an anual report documenting all refrigerant activity that we performed for each piece of equipment during the past 12 months.

Trane adheres to all environmental regulations when removing used oil from refrigeration units.

CONSISTENCY

Nationwide, Trane technicians follow documented, formal processes that ensure uniform service delivery. As an OEM, Trane has developed exclusive service procedures which provide the most reliable outcomes, and extended equipment longevity, at the most cost-effective price.

- Exclusive service work flow processes provide detailed steps and information encompassing parts, materials, tools and sequence of execution
- Additional steps addressing safety, quality control, work validation and environmental compliance
- Technicians must consistently reference documented processes to ensure no critical steps are skipped or omitted
- Applicable service processes meet or exceed ASHRAE 180-2008 Standard Practice for Inspection and Maintenance of Commercial Building HVAC Systems

Sensitivity: Highly Confidential
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OFFICE OF THE CITY ATTORNEY
7/21/26

ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH EAVES LAW FIRM, LLC, AND PRIESTER LAW FIRM, PLLC, TO REPRESENT THE CITY IN LITIGATION RELATED TO DAMAGES RESULTING FROM ANY LEAD-SHEATHED TELECOMMUNICATION CABLES INSTALLED OR OWNED BY TELECOMMUNICATION COMPANIES, AND AUTHORIZING THE PAYMENT OF FEES ASSOCIATED WITH SAID MATTER

WHEREAS, the governing authority for the City of Jackson desires to retain Eaves Law Firm, LLC, and Priester Law Firm, PLLC, to represent the City's interests in legal matters pertaining to damages resulting from any lead-sheathed telecommunication cables ("LSTC") installed or owned by telecommunication companies; and

WHEREAS, the governing authority desires to hire attorneys with the necessary skill and experience to represent the City in such litigation; and

WHEREAS, Eaves Law Firm, LLC, and Priester Law Firm, PLLC, will have full power to act as the City's attorney to investigate and institute suit on said claims, to prosecute said suit, to retain experts, and to take any and all steps proper or desirable in the prosecution of the claims; and

WHEREAS, Eaves Law Firm, LLC, and Priester Law Firm, PLLC, shall receive a fee in an amount not to exceed 25% of the net recovery. Net recovery means the total or gross recovery obtained by the law firms minus the expenses incurred by the attorneys; and

WHEREAS, Eaves Law Firm, LLC, and Priester Law Firm, PLLC, will be responsible for all expenses incurred in this matter on an ongoing basis, including, but not limited to, such items as filing fees, court reporter fees, expert fees, process server fees, investigator fees, courier service, long distance charges, third party and internal copying charges, travel and lodging expenses, and the like, and all such expenses will be reimbursed from gross recovery; and

WHEREAS, if said law firms do not obtain a recovery for the City, the City will not owe any amount of fees or expenses to the law firms; and

WHEREAS, the governing authority recommends that the City retain the services of Eaves Law Firm, LLC, and Priester Law Firm, PLLC, to represent the City in the litigation described in this Order; and

WHEREAS, the governing authority authorizes the payment of all fees related to litigation involving damages resulting from any lead-sheathed telecommunication cables ("LSTC") installed or owned by telecommunication companies.

IT IS HEREBY ORDERED that the Mayor is authorized to negotiate and execute a contract with Eaves Law Firm, LLC, and Priester Law Firm, PLLC, to represent the City of Jackson to pursue litigation involving damages resulting from any lead-sheathed telecommunication cables ("LSTC") installed or owned by telecommunication companies, and if successful, for a fee not to exceed 25% of the net recovery and the reimbursement of reasonable

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(D.Martin, Horhn)

and necessary expenses, and if no recovery is obtained, the City will not owe any amount of fees or expenses to the law firms.

IT IS FURTHER ORDERED that the governing authority for the City authorizes payment of all fees related to all litigation involving damages resulting from any lead-sheathed telecommunication cables ("LSTC") installed or owned by telecommunication companies.

(MARTIN, HORHN)

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
JN 7/21/26

OFFICE OF THE CITY ATTORNEY

This **ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH EAVES LAW FIRM, LLC, AND PRIESTER LAW FIRM, PLLC, TO REPRESENT THE CITY IN LITIGATION RELATED TO DAMAGES RESULTING FROM ANY LEAD-SHEATHED TELECOMMUNICATION CABLES INSTALLED OR OWNED BY TELECOMMUNICATION COMPANIES, AND AUTHORIZING THE PAYMENT OF FEES ASSOCIATED WITH SAID MATTER** is legally sufficient for placement in NOVUS Agenda.

Drew M. Martin, *City Attorney*
Jason Nabors, *Special Assistant* JN

7/24/26
DATE

Eaves Law Firm
101 North State Street
Jackson, MS 39201

MUNICIPALITY V. TELECOMMUNICATION COMPANIES

Municipality/City/County: _____

Mailing Address: _____ City _____ State ____ Zip _____

Contact Name: _____ Position/Title: _____

Contact Email: _____

Business Phone: _____ Contact Cell Phone: _____

_____

The above-named Municipality/City/County/State ("Client") authorizes Eaves Law Firm, LLC ("ELF") and Priester Law Firm, LLC ("Priester"), collectively "Attorneys", to represent Client on, and institute proceedings for damages for, any potential claims (the "Claim" or "Claims") Client may have related to any lead-sheathed telecommunication cables ("LSTC") put in place or owned by telecommunication companies or related entities. Client agrees to the Legal Representation Terms of Service (the "Agreement"), including the following:

Client agrees for Attorneys to represent Client on a **Contingency Fee Basis**, so Client will not owe any attorney fees or reimbursement of case expenses unless Client gets a recovery on the case.

Client agrees for Attorneys to advance all case expenses on the Claim, so Client will not have to pay any money in advance for the costs to pursue the Claim, and Client will only reimburse case expenses if Client recovers on the case. Accordingly, Client authorizes Attorneys to withhold reimbursement for case expenses from the portion of any recovery, after attorney fees are deducted, including any interest and finance charges for case expenses, as stated in the terms of service.

Client agrees the contingent attorney fees under this Agreement will be TWENTY-FIVE PERCENT (25%) of the total amount recovered on the Claim (before expenses and third-party liens are deducted). If there is no recovery for Client, there will be no attorney fee.

Due to the unique nature of these Claims, Client authorizes Attorneys to take necessary and reasonable action(s) for purposes of response, remediation, and removal of the subject LSTCs; to separately track all such costs; and, to seek reimbursement from defendants for all such costs as allowed by law.

Client understands the identities of all potential defendants on the Claim(s) have not been fully identified at this time. Client will be provided a list of all known potential defendants to review before any lawsuit or claim is filed under the name of Client.

As the contact person, who is signing this form on behalf of the Client, I certify that I either have general authority by virtue of my position with the Client or specific authority from the Board, Council, or other governing authority of the Client to enter into this Agreement.

Eaves Law Firm
101 North State Street
Jackson, MS 39201

LEGAL REPRESENTATION TERMS OF SERVICE

Scope of Representation:

This Agreement contains the terms under which Attorneys will provide legal services to the above-named Client. This includes authority for Attorneys, in their sole discretion, to associate other attorneys and/or law firms as it deems necessary to assist with representing Client. Attorneys and any additionally associated counsel are collectively referred to in this Agreement as the "Attorneys". Any additionally associated counsel will be paid from the same contingency fee outlined in this Agreement without additional charge to the Client.

The Attorneys agree to provide Client legal services in connection with any potential Claims that Client may have related to any lead-sheathed telecommunication cables ("LSTC"). Such Claims may include damage for, but are not limited to, identification, removal, remediation of contaminated land and water, and potential exposure or threat of exposure to lead. This Agreement covers the pursuit of Claims or funding through litigation, settlement program, or state or federal claims program for monitoring, prevention, response, remediation, and/or removal of lead in relation to the LSTCs. Attorneys are authorized to pursue on behalf of Client all forms of damages past, present, or future which may be recoverable under the law including, but not limited to, all response costs, remediation costs, removal costs, monitoring, prevention, attorneys' fees, or other damages. These potential Claims will be brought against any responsible person or entity as may be defined under the law including the past, present, and future owners of the LSTCs and any related companies, or any other person, firm, corporation, or settlement/victims/governmental fund which may be liable or provide compensation for such Claims. The scope of this Agreement is limited to those Claims related to LSTCs.

If an appeal is necessary, the Client and the Attorneys may enter into a separate agreement for terms of representation on appellate work. The Attorneys do not automatically undertake representation of Client on appeal through this Agreement. The Attorneys are not representing Client under this Agreement in connection with defense of any claim(s) against Client for property damage, personal injury, cancer, or other disease as a result of exposure or discharge to lead from LSTCs.

Identification of Defendants Prior to Filing Lawsuit:

Due to the nature of this litigation, the identities of all potential defendants on the Claim have not yet been identified. Client understands it is likely that this litigation will ultimately include numerous defendants in the historical ownership chain, including (but not limited to) those who initially installed the LSTCs to those who now own the LSTCs. By entering this Agreement, Client authorizes the Attorneys to take necessary action to investigate the potential Claims, identify potential defendants, and direct and advise Client on necessary and reasonable response, remediation, and removal.

It is anticipated that this litigation may require filing of multiple Claims and/or initiation of litigation in multiple forums to obtain full compensation on behalf of Client.

Attorney/Professional Fees:

In exchange for the services to be rendered and as consideration for Attorneys agreeing to represent Client, Client agrees to pay Attorney's usual and customary attorney and professional fees for undertaking representation on the claim.

Contingency Fee Basis: Client affirmatively agrees to pay Attorneys a contingency fee. Client will only pay attorney fees if Attorneys get a recovery on the case. Under this contingency fee basis, Client agrees to set over and assign to Attorneys an undivided contingent attorney fee interest in the Claim as consideration for 1) the legal services provided to Client, 2) relief from the economic burden and financial risk of paying attorney and professional fees up front, 3) relief from the burden of any attorney fees unless Client get a recovery, and 4) the risk that the Attorneys are taking that they may not receive any attorney fee from the case if the Claim is unsuccessful.

Under this contingency fee basis, Client agrees to pay the Attorneys contingent fees equal to TWENTY-FIVE PERCENT (25%) of the total amount recovered for Client (before expenses and third-party liens are deducted), whether lump sum or a structured settlement calling for future payments or a contribution of both, payable at the time of settlement or payment. The total amount includes any payment, other financial benefit of any type, or anything of value received by the Client relating to the above-detailed dispute, including any amounts paid pursuant to any renewal of the Agreement or any replacement agreement. Attorneys do not intend to pursue Injunctive Relief for this case. Client agrees that economic damage is the appropriate remedy to its damage and agrees to forgo Injunctive Relief in this action.

The contingent fees of the Attorneys will be divided as follows under this Agreement:

ELF: 70% of the contingency fees

Priester Law Firm: 30% of the contingency fees

Fees for any other attorneys associated under this Agreement will be deducted from this same contingency fee. Client will not be charged extra for any additionally associated attorneys. (*Appellate counsel is not covered by this contingency fee.*)

Client understands that if Attorneys undertake representation on the Claim on a contingent basis based upon Client signing this Agreement and Client later dismisses Attorneys and hires another attorney or law firm, Attorneys shall be entitled to repayment from the portion of the proceeds for any case expenses incurred by Attorneys prior to discharge, and Attorneys shall retain a lien for their reasonable portion of attorneys' fees up to that point. Client agrees that Attorneys' portion of attorney fees on the Claim shall be at least fifty percent (50%) of the total attorneys' fees paid on the Claim if a lawsuit or other proceeding is filed or if the Claim is enrolled in a court or government approved settlement program.

Recovery of Attorney Fees: If Attorneys are able to recover any portion of attorney fees for **litigation activity** from defendants on behalf of the Client, then the amount of attorneys' fees recovered for litigation activity will be deducted or offset from the 25% contingency fee. If a recovery from defendants of attorneys' fees for litigation activity is equal to or greater than 25% of the non-fee gross recovery to the Client, then the contingent fee will be waived entirely in lieu of Attorneys receiving the recovered fee.

Case Litigation Expenses:

Client understands that there will be costs associated with pursuing the above-discussed claim(s). The Attorneys

agree to advance all expenses necessary or advisable in Attorneys' discretion to pursue the potential Claims. These expenses will be deducted from any settlement, judgement, award, or Claim payment and reimbursed to Attorneys before any money is disbursed to Client.

Expenses include, by way of example and without limitation, expert witness fees, filing fees, fees for court reporters and transcripts, videotaped depositions, copying costs, legal research expenses, travel expenses, public records, medical records, and all other out-of-pocket expenses directly incurred while investigating or litigating this Claim including jury research, focus groups, other trial preparation, and/or interest incurred from third-party lenders to cover these case expenses.

Client authorizes the Attorneys to incur reasonable expenses in connection with the litigation or settlement of the Claim. Client understands expenses in this case may be significant. If Attorneys represent more than one Client with similar Claims (which Attorneys intend to do), and if certain expenses can be fairly characterized as benefitting multiple Clients, Attorneys will divide such common expenses pro rata among each of the Clients.

Contingent Advance of Case Expenses by the Attorneys: Client affirmatively **accepts** that the Attorneys will advance all case expenses under this Agreement. Client chooses for the Attorneys to advance the case litigation expenses, so **Client will not have to pay any money in advance for the expenses to pursue the Claim, and Client will only reimburse case expenses if the Attorneys get a recovery on the case.** In consideration for the Attorneys advancing the case expenses, Client authorizes Attorneys to withhold reimbursement for all case expenses from the Client's portion of the recovery on the Claim, after attorney fees are deducted, whether that recovery is by settlement, court decision, or claims process. As further consideration for Attorneys undertaking representation on the Claim and for the Attorneys advancing the case expenses to pursue the Claim, Client agrees that interest shall accrue at a rate of 1.5% per month on the total principal amount of accumulated case expenses outstanding at the end of each month until the expenses are reimbursed to the Attorneys for all case expenses that the Attorneys advance for the case. Client understands and agrees that this interest charge on case expenses is appropriate and fair because the Attorneys cannot use that money for other purposes if it is being used on expenses for the case. Additionally, and alternatively, Client authorizes Attorneys in their sole discretion to finance all or a portion of the case expenses on the Claim through loans or lines of credit from third-party banks, financial institutions, or other lenders and the interest expense and other associated charges of the financing will be passed on to the Client, as a case expense. Client understands and agrees that if Attorneys use a third-party lender to finance expenses on the Claim, interest on any case expenses funded through a third-party lender will accrue **at the rate and with finance charges imposed by the applicable third-party lender** and Attorneys will not separately charge 1.5% per month interest on those expenses. Client agrees that payment from the recovery to a third-party lender for the interest and finance charges that accrue on advances for the case expenses is appropriate and fair because Client benefits from Attorneys or the lender assuming the risk on such loans or lines of credit to cover the case expenses, which Client does not have to repay unless Client gets a recovery on the Claim, thereby relieving Client from that risk.

Client Advancing Case Expenses is Declined: Client affirmatively **declines** the option to advance case expenses under this Agreement. If Client chose to advance case expenses, Client would be required to pay a retainer from

which case expenses would be deducted as those expenses are incurred, and Client would be required to pay an additional retainer each time the retainer funds are exhausted until the conclusion of this matter. Client understands that if Client advanced the case expenses from Client's own pocket and there is a recovery on the Claim, the total cost of pursuing the case may be significantly lower since Client will not incur interest on the case expenses. However, Client also understands that the costs of litigation may be significant and more than Client can afford or desires to pay upfront, the case expenses may be tied up for several years while the case is pending, and if the Claim is unsuccessful, Client will not be reimbursed for the case expenses that Attorneys bill from the retainer, even if Client only gets a small recovery or does not get a recovery at all.

Response, Remediation, and Removal Costs:

Due to the unique nature of these Claims, the Attorneys will be providing Client additional services under this Agreement related to necessary and reasonable response, remediation, and removal of the LSTCs. Client understands and agrees those services go beyond strictly legal representation of Client in any litigation or Claims process related to the LSTCs. Under some potential theories of recovery (*e.g.* CERCLA claims), **Client is entitled to have the defendants or responsible parties pay or reimburse costs that are part of necessary and reasonable response, remediation, and removal of the LSTC.** Such necessary and reasonable response, remediation, and removal costs may include billable time that the Attorneys spend on such activity, as well as costs or expenses incurred by experts, consultants, and/or other vendor services as part of necessary and reasonable response, remediation, and removal activity.

Client authorizes Attorneys to take action(s) the Attorneys deem necessary and reasonable for purposes of response, remediation, and removal of the LSTC including engagement of experts, consultants, and/or other vendor services on behalf of Client. Client authorizes the Attorneys to either advance such costs or utilize third-party lenders to finance such costs of necessary and reasonable response, remediation, and removal activities on the same terms as outlined in the preceding section for case litigation expenses. All such response, remediation, and removal costs will be tracked separately from litigation case expenses. All response, remediation, and removal activities by the Attorneys will be separately tracked, billed, and submitted to the defendants/court/settlement program based upon Attorneys' standard hourly rates of $425/hour for senior/primary counsel and co-counsel, $190/hour for associate/support attorneys, and $90/hour for paralegal or other professional support staff.

Third Party Liens:

Certain third parties may have, or may assert in the future, liens on any recovery Client might ultimately obtain by verdict, settlement or otherwise. (For example, if Client's insurance company pays toward Client's damages.)

(a) Client recognizes and understands that any liens must be resolved and satisfied before the Attorneys can distribute to Client their portion of recovery for of any settlement, judgment, or award.

(b) Client further acknowledges that the Attorneys may engage the services of a company that specializes in resolving these types of liens and that any fee paid to such company will be treated as an expense or advance under this Agreement.

(c) Satisfaction of liens could significantly reduce, or could even eliminate entirely, any net proceeds to Client from this matter. If any liens on the proceeds of this matter are asserted, Client authorizes Attorneys to hold, in trust, any funds reasonably believed are or may be subject to liens until such liens are resolved and released.

Investigation and Attorneys' Right to Withdraw:

The Attorneys intend to investigate Client's potential Claims and may, in Attorney's absolute discretion, withdraw at any time from the investigation, prosecution, or pursuit of the Claim(s). Attorneys may also withdraw from Client's representation if Attorneys find that there is no source of recovery reasonably believed to be available to satisfy any judgment that Client might obtain. If Attorneys withdraw from representation, Client will owe Attorneys nothing. Client understands that Attorneys will investigate the Claims prior to filing a lawsuit or Claim. As this investigation can take significant time and is dependent upon records and other evidence being obtained, the Statute of Limitations may run out in this matter. In the event this Agreement is executed within ninety (90) days of the expiration of any applicable Statute of Limitations, Client agrees to hold attorney harmless in the event the case is not filed before the Statute of Limitations.

Termination of Agreement by Client:

Client may terminate the Attorneys as legal counsel at any time by written notice to Attorneys. If Client terminates this Agreement prior to settlement or verdict, Client agrees the Attorneys will be reimbursed all expenses, costs, finance charges, and interests advanced on Client's behalf and the Attorneys will be paid reasonable attorney fees for work performed on this matter from any recovery the Client ultimately obtains on these Claims, as outlined in this Agreement or otherwise determined by a Court of competent jurisdiction.

No Guarantee of Outcome:

There is no way to predict the outcome of this matter and by agreeing to provide Client legal services, the Attorneys are not, and cannot, guarantee a certain outcome for Client. In the process of pursuing any Claim, the value of the Claim and resources necessary to pursue the Claim can, and often do, change.

Potential Conflicts – Multiple Clients with Similar Claims:

The Attorneys intend to represent multiple Clients with potential Claims like Client's. This could present a conflict of interest and there are certain risks associated with this kind of arrangement of which the Client should be aware. While Attorneys will try to avoid such issues if it is practical to do so, they might still occur. If any conflict of interest affecting Client does arise, Attorneys will inform Client promptly and work with Client on how best to proceed in accordance with the applicable Rules of Professional Conduct. Potential conflicts of interest may include:

(a) Attorneys discover that there is a limited pool of assets from which recovery is reasonably likely (for example, an insurance policy) and those assets are insufficient to pay all of Attorneys' Clients' full value for their Claims;

(b) The defendants offer an aggregate or "lump sum" settlement to all of Attorneys' Clients that does not specify the amount each Client will receive;

(c) The defendants offer to settle, but only if a certain percentage, or even all, of Attorneys' Clients accept the proposed deal; and, Attorneys may be required by the applicable Rules of Professional Conduct to share material information about Client's Claim(s) and negotiating position with Attorneys' other Clients.

Participation in Class Action or Multidistrict Litigation:

In some instances, the court may order Client's Claim to be litigated, in whole or in part, through a Class Action or Multidistrict Litigation ("MDL") or similar process. Similarly, the Attorneys may determine that it is in the best interest of Client to initiate a Class Action, MDL, or similar process. In that event, all cases involving similar Claims against common adversaries or defendants will be sent to a designated court for consolidated proceedings. Under those circumstances, attorneys for different claimants will contribute work and pay certain expenses for the common benefit of all claimants. The Class, MDL or Consolidated court may order that each claimant pay a portion of his or her judgment or settlement to a fund established to reimburse attorneys for expenses paid and work performed for the common benefit of all claimants. Client hereby acknowledges that, in addition to representing Client, the Attorneys may perform common benefit work and receive compensation from the common benefit fund. The Attorneys' receipt of compensation from a common benefit fund will have no effect on the contingent fees to be paid under this Agreement.

All Terms Stated, Severability, Venue:

Client understands and agrees that all the terms for Attorneys to undertake representation of Client on this matter are stated in this Agreement and any changes or additions to these terms must be in writing. Client agrees that if any court or other legal authority finds any part of this Agreement void or unenforceable, then those specific terms deemed void or unenforceable shall be stricken but all other terms of this Agreement shall remain in effect. Client agrees that unless another specific court has jurisdiction to approve or ratify this Agreement, the Chancery Court of Lafayette County, Mississippi shall have jurisdiction to resolve any dispute(s) regarding the terms of this Agreement.

THIS CONTRACT FOR LEGAL REPRESENTATION IS ACCEPTED UPON THE ABOVE TERMS OF SERVICES:

On behalf of the Client, _____:
(Print Name of Client)

_____ _____
Authorized Signature for Client **Date**

On behalf of EAVES LAW FIRM, LLC:

_____ _____
Signature for ELF **Date**

Eaves Law Firm
101 North State Street
Jackson, MS 39201

On behalf of PRIESTER LAW FIRM, PLLC:

_____ _____

Signature for PRIESTER **Date**

46

OFFICE OF THE CITY ATTORNEY

ORDER RATIFYING AND AUTHORIZING A SIXTY (60) DAY EXTENSION OF THE LEASE AGREEMENT FOR THE PROPERTY LOCATED AT 2525 ROBINSON ROAD

WHEREAS, the City of Jackson currently leases the property located at 2525 Robinson Road, with said facility housing the Records Management Division and the Margaret Walker Alexander Library, and the existing lease term expired on April 30, 2026; and

WHEREAS, the property is owned by 2525 Robinson Road, LLC, a Mississippi limited liability corporation with a principal place of business at 800 Woodlands Parkway, No. 206, Ridgeland, Mississippi, 39157.

WHEREAS, the City of Jackson desires to continue leasing the property long-term, and while future terms are being negotiated, the City desires to continue the lease under the same terms and conditions for a limited period to allow for transition, evaluation, or negotiation of a future agreement; and

WHEREAS, the parties or their successors to the Lease Agreement by and between Richard L. Blount, Landlord, and City of Jackson, Mississippi, for 2525 Robinson Road, executed April 11, 2016, and approved by the Council as indicated in the City's Minutes dated April 19, 2016, desire to continue their relationship as Lessor and Lessee, for the purpose of housing the Margaret Walker Alexander Library and the City of Jackson Records Management Division. As of that Lease's termination date of April 30, 2026, the parties are in ongoing negotiations about certain terms of a new lease; and

WHEREAS, the parties agreed to extend the terms of the April 11, 2016, lease for sixty days, beginning May 1, 2026; and

WHEREAS, the parties continue negotiations and wish to extend the lease for an additional 60 days beginning July 1, 2026. All terms of the 2016 lease remain in full force and effect, except that the City will not be considered a holdover tenant. Any provision of the Lease which would apply to a holdover tenant will not apply or otherwise be enforceable nor enforced. The monthly rent will continue to be $12,950. The parties agree to continue to negotiate a new lease to become effective on or before July 1, 2026.

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute any documents necessary to continue a sixty (60) day extension of the Lease Agreement for the property located at 2525 Robinson Road, thereby extending the lease term from July 1, 2026, through August 30, 2026.

IT IS FURTHER ORDERED that all terms and conditions of the lease agreement, including the monthly rent of $12,950.00, shall remain unchanged and in full force and effect during the extension period.

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(D.Martin, Horhn)

Office of the City Attorney

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OFFICE OF THE CITY ATTORNEY

OFFICE OF THE CITY ATTORNEY

This **ORDER RATIFYING AND AUTHORIZING A SIXTY (60) DAY EXTENSION OF THE LEASE AGREEMENT FOR THE PROPERTY LOCATED AT 2525 ROBINSON ROAD** is legally sufficient for placement in NOVUS Agenda.

Drew M. Martin, *City Attorney* ***DATE***
Megan Bennett, *Deputy City Attorney*

47

ORDER REVIEWING AND CONTINUING AUGUST 29, 2022 STATE OF EMERGENCY.

WHEREAS, on August 29, 2022, the Mayor issued a proclamation of emergency as a result of (1) excessive rainfall and extreme flooding, (2) the March 7, 2020 Safe Drinking Water Act (SDWA) Emergency Administrative Order (EAO); (3) the February 2021 system-wide failure due to extreme water conditions that caused pipes to freeze and lose pressure; (4) the July 1, 2021 SDWA Administrative Order of Consent (AOC); (5) the July 29, 2022 Boil Water Notice which existed for more than thirty (30) days; and (6) the August 25, 2022 flooding of the Pearl River, which lead to problems with treating water at the O.B. Curtis Water Plant; and

WHEREAS, Section 33-15-17(d) of the Mississippi Code 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) of the Mississippi Code 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) of the Mississippi Code 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, pursuant to Section 33-15-17 (b) of the Mississippi Code, 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….

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.

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ORDER REVIEWING AND CONTINUING STATE OF EMERGENCY.

WHEREAS, on February 18, 2020, the Jackson City Council, pursuant to Section 33-15-17(8(d) of the Mississippi Code of 1972, as amended, passed an Order Declaring the Need to Continue the State of Emergency that was issued on February 13, 2020 by Chokwe A. Lumumba, Mayor of the City of Jackson, Mississippi; and

WHEREAS, the Jackson City Council, in the February 18, 2020 Order, found that flood waters and wide spread drainage system issues had affected several Jackson creeks, including, but not limited to: Belhaven Creek; Bogue Chitto Creek; Canney Creek; Eubanks Creek; Hanging Moss Creek; Lynch Creek; Purple Creek; Three Mile Creek; Town Creek; Travon Creek; and White Oak Creek; and

WHEREAS, the Jackson City Council, in the February 18, 2020 Order, found that the flood waters and wide spread drainage system issues caused extensive damages to homes, business, public property, and threatened the safety of the citizens and property of the City of Jackson, Mississippi, requiring the exercise of extraordinary measures; and

WHEREAS, the Jackson City Council, in the February 18, 2020 Order, found that all efforts should be taken to protect people and property in consideration of the health, safety, and welfare of the City's residents and the protection of their property within the affected areas; and

WHEREAS, the Jackson City Council, on March 17, 2020; April 14, 2020; May 12, 2020, June 9, 2020, July 7, 2020, August 4, 2020, September 1, 2020, September 29, 2020, October 27, 2020, November 24, 2020, December 22, 2020, January 19, 2021, February 17, 2021, March 30, 2021, April 27, 2021, May 25, 2021, June 22, 2021, July 20, 2021, August 31, 2021, September 28, 2021, October 26, 2021, November 23, 2021, December 21, 2021, January 25, 2022, February 15, 2022, March 29, 2022, April 26, 2022, May 24, 2022, June 21, 2022, July 19, 2022, August 30, 2022, September 27, 2022, October 25, 2022, November 22, 2022, December 20, 2022, January 31, 2023, February 28, 2023, March 21, 2023, April 25, 2023 and May 23, 2023, June 22, 2023, July 18, 2023, August 29, 2023, September 26, 2023, October 24, 2023, November 21, 2023, December 19, 2023, January 30, 2024, March 26,2024, April 23, 2024, May 21, 2024, June 18,2024, July 30, 2024, August 27, 2024, September 24, 2024, October 22, 2024, November 19, 2024, December 17, 2024, January 28, 2025, February 25, 2025, March 25, 2025, April 22, 2025, May 20, 2025, June 17, 2025, July 29, 2025, August 26, 2025, September 23, 2025 and October 21, 2025, November 18, 2025, April 21, 2026 and May 19, 2026 pursuant to Section 33-15-17(8)(d) of the Mississippi Code of 1972, reviewed the need for and continued the local emergency; and

WHEREAS, pursuant to Section 33-15-17(8)(d) of the Mississippi Code of 1972, as amended, the Jackson City Council has again reviewed the need for continuing the local emergency and determined that the emergency should be continued.

IT IS, THEREFORE HEREBY ORDERED that said Order Declaring the Need to Continue the Declared State of Emergency as delineated by the Jackson City Council, remains

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in full force and effect and shall be reviewed again in thirty (30) days in accordance with Section 33-15-17(8(d) of the Mississippi Code of 1972, as amended.

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ORDER AMENDING THE FISCAL YEAR 2025-2026 MUNICIPAL BUDGET

WHEREAS, the Department of Administration recommends that the governing authorities of the City of Jackson amend the Municipal Budget to adjust the budget for fiscal year 2025-2026; and

WHEREAS, pursuant to Mississippi Code Ann. § 21-35-25, when it appears during the fiscal year that collections of anticipated revenues from taxes or other sources will be less than the amount estimated and a deficit is thereby indicated, the governing authorities are required to revise and reduce budget appropriations to conform to the lower anticipated revenues. The statute specifically provides that when a deficit is indicated, the budget shall be revised. Additionally, Mississippi Code Ann. § 21-35-15 requires municipalities to operate within available revenues and avoid expenditures in excess of anticipated resources; and

WHEREAS, any amendments made pursuant to an originally adopted budget which exceed ten percent (10%) of the total amount appropriated or authorized to be expended in a particular department fund shall be published or posted within two (2) weeks of the action in a newspaper in the same manner as the final adopted budget; and

WHEREAS, separate amendments to an originally adopted budget during one fiscal year which affect a particular department fund shall be considered as one (1) amendment in determining whether the ten percent (10%) threshold requiring publication or posting has been reached. The vote of each member of the municipality's governing authority on each amendment shall be included in the publication or posted notice; and

WHEREAS, the Department of Administration finds that this amendment does exceed ten percent (10%) of the total budget amount appropriated to for the Fiscal Year 2025-2026 Municipal Budget; and

WHEREAS, the Department of Administration recommends that the governing authorities approve the amendments for the purpose of realigning the general fund to the known actuals of the Fiscal Year 2025-2026 Municipal Budget category changes as follows:

REVENUES	ACCOUNT DESCRIPTION	REVISED 2025-2026
4111	CURRENT REALTY TAXES	(37,044,158.00)
4112	CURRENT PERSONAL TAXES	(20,735,443.00)
4113	DELINQUENT REALTY TAXES	(927,952.00)
4114	DELINQUENT PERSONAL TAXES	(218,093.00)
4115	AD VALOREM TAX ON AUTOMOBILES	(6,543,123.00)
4116	MOTOR VEHICLE RENTAL TAX DISTR	(964,544.00)
4118	INTEREST ON DELINQUENT TAXES	(450,000.00)
4119	DAMAGES ON DELINQUENT TAXES	(315,286.00)
4131	RAIL CAR TAXES	(153,945.00)
4135	TAX FORFEITED LAND	(100,000.00)
4140	MISC FEES COMMUNITY IMPROVEMT	(8,000.00)
4210	PRIVILEGE LICENSES-MISC	(15,047.00)
4211	PRIVILEGE LICENSES	(305,000.00)
4215	BUILDING PERMITS	(743,929.00)
4216	AIR CONDITIONING & DUCT PERMIT	(43,085.00)
4217	PLUMBING PERMITS	(32,000.00)
4218	ELECTRIC PERMITS	(156,509.00)
4219	GAS PERMITS	(52,970.00)
4222	LANDSCAPE PERMITS	(810.00)
4223	HISTORIC PRESERVATION APPLIC.	(3,000.00)
4224	DANCE HALL & OTHER RECR FEES	(2,483.00)
4225	TRANSIT MERCHANTS-PEDDLERS LIC	(750.00)
4227	AIRCRAFT REGISTRATION	(12,710.00)
4229	ADULT ENTERTN-LICENSES & FEES	(3,000.00)

4230	SPECIAL EVENT FEE	(10,120.00)
4241	SIGN PERMITS	(35,850.00)
4249	FIRE INSPECTION PERMIT	(104,355.00)
4250	COMMERCIAL BURN PERMIT	(396.00)
4251	CONBUST & FLAMM LIQUID PERMIT	(6,400.00)
4252	FIREWORKS DISPLAY PERMIT	(1,500.00)
4260	ZONING PERMITS	(38,834.00)
4280	TAXICAB LICENSE FEES	(500.00)
4311	MISDEMEANOR FINES	(100,000.00)
4312	VEHICLE PARKING FINES	(20,000.00)
4313	MOVING TRAFFIC VIOLATIONS	(386,450.00)
4314	CITY COURT COSTS	(3,925.00)
4315	WARRANT FEE	(41,439.00)
4316	ANIMAL CONTROL CITATIONS	(1,387.00)
4318	MUNICIPAL COURT COMPUTER	(5,766.00)
4322	ADMINISTRATIVE FEE - DEL CASES	(84,683.00)
4323	CONTEMPT FEE - MUNICIPAL COURT	(51,674.00)
4324	COMPUTERZD CRIME PREVEN-POLICE	(11,115.00)
4325	MUNICIPL COURT ENHANCEMENT FEE	(85,000.00)
4326	JACKSON ENHANCEMENT FEE	(49,976.00)
4340	DAILY STORAGE FEE-VEHICLE	(62,139.00)
4341	WRECKER FEES	(60,000.00)
4345	JACKSON COLLECTION FEE 15%	(30,000.00)
4346	DOCKET FEE - MUNICIPAL COURT	(35,535.00)
4347	DROPPED CHARGE FEE - MUN CRT	(900.00)
4348	CASH BOND CLEARING ACCOUNT -MC	(5,091.00)
4349	REARRAIGNMENT FEE - MUN COURT	(9,833.00)
5656	ABSTRACT FEES MCS	(6,961.00)
4408	POLICE OVERTIME-FBI/DEA GRANTS	(59,325.00)
4511	ALCOHOL PERMITS - ABC	(330,649.00)
4512	GASOLINE TAX	(469,395.00)
4513	MUNICIPAL REVOLVING FUND	(133,412.00)
4515	PRO-RATA STATE SALES TAX	(31,258,816.00)
4517	HOMESTEAD EXEMPTION	(1,719,409.00)
4518	HOMESTEAD EXEMPTION CHARGEBACK	(20,423.00)
4611	PRO RATA ROAD TAX	(670,284.00)
4232	PASSPORT FEES	(110,058.00)
4574	TSA PRECHECK SERVICES	(33,395.00)
4724	LOCAL RECORDS FEE	(1,669.00)
4732	MS GOV CRASH REPORTS	(62,750.00)
4821	SM ROBTSN MUS-ADMISSION RENTAL	(2,000.00)
4822	SMITH ROBTSN MUS - ROOM RENT	(8,085.00)
4824	SMITH ROBERTSON-GIFT SHOP SALE	(80.00)
4833	ARTS CTR-RENT ON COMMUNITY RM	(4,100.00)
4851	CARNIVAL INSPECTION FEE	(200.00)
4852	DAYCARE FIRE INSPECTION-AFTERC	(6,675.00)
4855	FIRE WATER FLOW TEST FEE	(2,800.00)
4856	FIRE REPORTS	(17,200.00)

4860	ACCIDENT REPORT FEE	(39,171.00)
4861	BACKGROUND CHECK FEE	(3,530.00)
4864	FINGERPRINTING	(24,115.00)
4865	VERIFICATION OF RECORDS	(17,789.00)
4875	RENTS AND ROYALTIES	(6,100.00)
4883	SPRINKLER-HYDRO STATIC-PUMP	(1,550.00)
4884	FIRE ALARM ACCEPTANCE TEST	(13,350.00)
4885	FIRE RE-INSPECTION	(2,000.00)
4888	FIRE SUPPRESSION SYSTEM TEST	(900.00)
4890	OUTDOOR ADVERTISING LEASES	(11,970.00)
4914	LAND RENTAL	(37,053.00)
5632	CEMETERY & MISC	(1,600.00)
4911	INTEREST EARNED ON INVESTMENTS	(6,267.00)
4913	INTEREST EARNED ON REPOS	(78,000.00)
4609	REIMBURSEMENT JSU POLICE	(58,957.00)
4647	RENTAL & REGISTRY	(106,679.00)
5411	PUBLIC UTILITY FRANCHISE FEE	(4,677,792.00)
5412	FRANCHISE CABLE TELEVISION	(251,650.00)
5413	NUCLEAR POWER PLANT	(1,532,783.00)
5414	IN-LIEU-OF PROPERTY TAX	(90,360.00)
5426	SALE OF LAND	(15,167.00)
5427	SALE OF FIXED ASSETS	(706.00)
5451	POLICE TRNG REIMB OTHER AG	(18,000.00)
5463	POLICE - SALE OF WEAPONS	(15.00)
5466	PUBLIC SAFETY COMM TRNG REIMB	(80,603.00)
5467	UNION STATION TENANTS/JRA	(22,379.00)
5515	INDIRECT COST	(350,000.00)
5520	OTHER DEPARTMENTS	(43,148.00)
5524	I.D. BADGE FEE-CITY EMPLOYEES	(15.00)
5525	PARKING FEE-CITY EMPLOYEES	(6,730.00)
5545	ADMIN. FEE-PAYROLL DEDUCTIONS	(15,725.00)
5551	ENTERGY REFUNDS	(1,000.00)
5576	BUILDING & PERMIT-MISC.	(110,957.00)
5577	PLUMBING EXAM	(25,050.00)
5578	ELECTRICAL EXAM	(15,625.00)
5580	PENALTY ON DEMO/GRASS/WEEDS	(30,000.00)
5614	SITE PLAN REVIEW	(16,804.00)
5634	GEOGRAPHIC INFORMATION SYSTEM	(120.00)
5666	CITY CLERK	(15,271.00)
5675	FIRE DEPARTMENT	(8,000.00)
DEPARTMENTS	**ACCOUNT DESCRIPTION**	**REVISED 2025-2026**
ADMINISTRATION	PERSONAL SERVICES	3,346,838.00
ADMINISTRATION	SUPPLIES & MATERIALS	18,178.00
ADMINISTRATION	OTHR SERVICES & CHARGES	1,149,212.00
COMM/CONSTITUENT SERVICES	PERSONAL SERVICES	358,570.00
COMM/CONSTITUENT SERVICES	SUPPLIES & MATERIALS	7,969.00
COMM/CONSTITUENT SERVICES	OTHR SERVICES & CHARGES	63,852.00
FIRE	PERSONAL SERVICES	24,846,842.00

FIRE	SUPPLIES & MATERIALS	667,759.00
FIRE	OTHR SERVICES & CHARGES	647,169.00
FIRE	CAPITAL OUTLAY	5,800.00
GENERAL GOVERNMENT	PERSONAL SERVICES	5,658,893.00
GENERAL GOVERNMENT	SUPPLIES & MATERIALS	79,372.00
GENERAL GOVERNMENT	OTHR SERVICES & CHARGES	5,035,837.00
GENERAL GOVERNMENT	CAPITAL OUTLAY	70,753.00
GENERAL GOVERNMENT	GRANTS, CONTRIBUTIONS, & CONTINGENCIES	891,563.00
GENERAL GOVERNMENT	OPERATING TRANSFERS	3,079,110.00
GENERAL GOVERNMENT	DEBT SERVICE	952,445.00
HUMAN RESOURCES	PERSONAL SERVICES	878,557.00
HUMAN RESOURCES	SUPPLIES & MATERIALS	7,686.00
HUMAN RESOURCES	OTHR SERVICES & CHARGES	69,758.00
HUMAN RESOURCES	CAPITAL OUTLAY	SS,651.00
HUMAN RESOURCES	GRANTS, CONTRIBUTIONS, & CONTINGENCIES	175.00
HUMAN RESOURCES	DEBT SERVICE	53,038.00
HUMAN & CULTURAL SERVICES	PERSONAL SERVICES	1,601,407.00
HUMAN & CULTURAL SERVICES	SUPPLIES & MATERIALS	32,176.00
HUMAN & CULTURAL SERVICES	OTHR SERVICES & CHARGES	553,058.00
HUMAN & CULTURAL SERVICES	CAPITAL OUTLAY	55,651.00
HUMAN & CULTURAL SERVICES	GRANTS, CONTRIBUTIONS, & CONTINGENCIES	50,500.00
HUMAN & CULTURAL SERVICES	DEBT SERVICE	53,038.00
INFORMATION TECHNOLOGY	PERSONAL SERVICES	1,770,311.00
INFORMATION TECHNOLOGY	SUPPLIES & MATERIALS	15,128.00
INFORMATION TECHNOLOGY	OTHR SERVICES & CHARGES	139,152.00
MUNICIPAL CLERK	PERSONAL SERVICES	466,599.00
MUNICIPAL CLERK	SUPPLIES & MATERIALS	4,469.00
MUNICIPAL CLERK	OTHR SERVICES & CHARGES	86,173.00
PLANNING & DEVELOPMENT	PERSONAL SERVICES	4,340,802.00
PLANNING & DEVELOPMENT	SUPPLIES & MATERIALS	71,852.00
PLANNING & DEVELOPMENT	OTHR SERVICES & CHARGES	5,509,966.00
PLANNING & DEVELOPMENT	GRANTS, CONTRIBUTIONS, & CONTINGENCIES	57,536.00
PLANNING & DEVELOPMENT	OPERATING TRANSFERS	1,898,609.00
POLICE	PERSONAL SERVICES	27,955,804.00
POLICE	SUPPLIES & MATERIALS	1,998,129.00
POLICE	OTHR SERVICES & CHARGES	1,639,648.00
POLICE	CAPITAL OUTLAY	595,415.00
POLICE	GRANTS, CONTRIBUTIONS, & CONTINGENCIES	1,298,566.00
POLICE	DEBT SERVICE	25,858.00
PUBLIC WORKS	PERSONAL SERVICES	8,614,508.00
PUBLIC WORKS	SUPPLIES & MATERIALS	1,303,941.00
PUBLIC WORKS	OTHR SERVICES & CHARGES	4,240,527.00
PUBLIC WORKS	CAPITAL OUTLAY	297,879.00
PUBLIC WORKS	DEBT SERVICE	107,593.00

IT IS THEREFORE ORDERED, that the Fiscal Year 2025-2026 Municipal Budget be amended as set forth above.

Line-by-Line Breakdown of FY 25-26 Budget
Department of Administration

ACCOUNT DESCRIPTION	FY26 REVISED BUDGET	PROPOSED AMENDED BUDGET	DIFFERENCE
REVENUES			
4111 CURRENT REALTY TAXES	37,544,158.00	37,044,158.00	(500,000.00)
4112 CURRENT PERSONAL TAXES	20,735,443.00	20,735,443.00	-
4113 DELINQUENT REALTY TAXES	927,952.00	927,952.00	-
4114 DELINQUENT PERSONAL TAXES	218,093.00	218,093.00	-
4115 AD VALOREM TAX ON AUTOMOBILES	6,543,123.00	6,543,123.00	-
4116 MOTOR VEHICLE RENTAL TAX DISTR	964,544.00	964,544.00	-
4118 INTEREST ON DELINQUENT TAXES	801,265.00	450,000.00	(351,265.00)
4119 DAMAGES ON DELINQUENT TAXES	614,406.00	315,286.00	(299,120.00)
4131 RAIL CAR TAXES	64,473.00	153,945.00	89,472.00
4135 TAX FORFEITED LAND	100,000.00	100,000.00	-
4140 MISC FEES COMMUNITY IMPROVEMT	8,000.00	8,000.00	-
4210 PRIVILEGE LICENSES-MISC	100.00	15,047.00	14,947.00
4211 PRIVILEGE LICENSES	355,000.00	305,000.00	(50,000.00)
4215 BUILDING PERMITS	1,043,929.00	743,929.00	(300,000.00)
4216 AIR CONDITIONING & DUCT PERMIT	43,085.00	43,085.00	-
4217 PLUMBING PERMITS	32,000.00	32,000.00	-
4218 ELECTRIC PERMITS	156,509.00	156,509.00	-
4219 GAS PERMITS	44,359.00	52,970.00	8,611.00
4221 MAINTENANCE FEES	1,000.00	-	(1,000.00)
4222 LANDSCAPE PERMITS	350.00	810.00	460.00
4223 HISTORIC PRESERVATION APPLIC.	3,000.00	3,000.00	-
4224 DANCE HALL & OTHER RECR FEES	2,000.00	2,483.00	483.00
4225 TRANSIT MERCHANTS-PEDDLERS LIC	-	750.00	750.00
4227 AIRCRAFT REGISTRATION	12,710.00	12,710.00	-
4229 ADULT ENTERTN-LICENSES & FEES	3,000.00	3,000.00	-
4230 SPECIAL EVENT FEE	3,000.00	10,120.00	7,120.00
4232 PASSPORT FEES	110,058.00	110,058.00	-
4240 SIGNS-MISC.	7,527.00	-	(7,527.00)
4241 SIGN PERMITS	35,850.00	35,850.00	-
4249 FIRE INSPECTION PERMIT	60,000.00	104,355.00	44,355.00
4250 COMMERCIAL BURN PERMIT	401.00	396.00	(5.00)
4251 CONBUST & FLAMM LIQUID PERMIT	7,400.00	6,400.00	(1,000.00)
4252 FIREWORKS DISPLAY PERMIT	900.00	1,500.00	600.00
4260 ZONING PERMITS	38,834.00	38,834.00	-
4280 TAXICAB LICENSE FEES	500.00	500.00	-
4311 MISDEMEANOR FINES	200,000.00	100,000.00	(100,000.00)
4312 VEHICLE PARKING FINES	50,000.00	20,000.00	(30,000.00)
4313 MOVING TRAFFIC VIOLATIONS	671,704.00	386,450.00	(285,254.00)
4314 CITY COURT COSTS	6,425.00	3,925.00	(2,500.00)
4315 WARRANT FEE	69,439.00	41,439.00	(28,000.00)
4316 ANIMAL CONTROL CITATIONS	1,387.00	1,387.00	-
4318 MUNICIPAL COURT COMPUTER	9,766.00	5,766.00	(4,000.00)
4322 ADMINISTRATIVE FEE - DEL CASES	184,683.00	84,683.00	(100,000.00)
4323 CONTEMPT FEE - MUNICIPAL COURT	51,674.00	51,674.00	-
4324 COMPUTERZD CRIME PREVEN-POLICE	11,115.00	11,115.00	-
4325 MUNICIPL COURT ENHANCEMENT FEE	85,000.00	85,000.00	-
4326 JACKSON ENHANCEMENT FEE	49,976.00	49,976.00	-
4330 BAD CHECK FEES	1,153.00	-	(1,153.00)
4340 DAILY STORAGE FEE-VEHICLE	62,139.00	62,139.00	-
4341 WRECKER FEES	60,000.00	60,000.00	-
4344 EXPUNGEMENT FEE - MUNICIPAL CT	8,650.00	-	(8,650.00)
4345 JACKSON COLLECTION FEE 15%	30,000.00	30,000.00	-
4346 DOCKET FEE - MUNICIPAL COURT	70,535.00	35,535.00	(35,000.00)
4347 DROPPED CHARGE FEE - MUN CRT	900.00	900.00	-
4348 CASH BOND CLEARING ACCOUNT -MC	5,091.00	5,091.00	-
4349 REARRAIGNMENT FEE - MUN COURT	9,833.00	9,833.00	-

ACCOUNT DESCRIPTION	FY26 REVISED BUDGET	PROPOSED AMENDED BUDGET	DIFFERENCE
4408 POLICE OVERTIME-FBI/DEA GRANTS	59,325.00	59,325.00	-
4511 ALCOHOL PERMITS - ABC	330,649.00	330,649.00	-
4512 GASOLINE TAX	569,395.00	469,395.00	(100,000.00)
4513 MUNICIPAL REVOLVING FUND	133,412.00	133,412.00	-
4514 STATE FIRE PROTECTION	500,000.00	-	(500,000.00)
4515 PRO-RATA STATE SALES TAX	31,969,801.00	31,258,816.00	(710,985.00)
4517 HOMESTEAD EXEMPTION	1,808,881.00	1,719,409.00	(89,472.00)
4518 HOMESTEAD EXEMPTION CHARGEBACK	20,423.00	20,423.00	-
4574 TSA PRECHECK SERVICES	33,395.00	33,395.00	-
4596 AD VALOREM APPLICATIONS	100.00	-	(100.00)
4609 REIMBURSEMENT JSU POLICE	-	58,957.00	58,957.00
4611 PRO RATA ROAD TAX	670,284.00	670,284.00	-
4613 SMITH ROBERTSON MUSEUM	3,300.00	-	(3,300.00)
4634 SMALL CELL APPLICATION FEE	3,500.00	-	(3,500.00)
4647 RENTAL & REGISTRY	786,679.00	106,679.00	(680,000.00)
4715 PARKING METERS	100,000.00	-	(100,000.00)
4724 LOCAL RECORDS FEE	3,669.00	1,669.00	(2,000.00)
4732 MS GOV CRASH REPORTS	62,750.00	62,750.00	-
4812 MUN AUD-THALIA MARA HALL RENTS	156,625.00	-	(156,625.00)
4820 SMITH ROBTSN MUSEUM-DONATIONS	600.00	-	(600.00)
4821 SM ROBTSN MUS-ADMISSION RENTAL	4,000.00	2,000.00	(2,000.00)
4822 SMITH ROBTSN MUS - ROOM RENT	5,425.00	8,085.00	2,660.00
4823 SENIOR CENTERS RESERVATION FEE	1,200.00	-	(1,200.00)
4824 SMITH ROBERTSON-GIFT SHOP SALE	80.00	80.00	-
4833 ARTS CTR-RENT ON COMMUNITY RM	4,100.00	4,100.00	-
4851 CARNIVAL INSPECTION FEE	50.00	200.00	150.00
4852 DAYCARE FIRE INSPECTION-AFTERC	5,880.00	6,675.00	795.00
4855 FIRE WATER FLOW TEST FEE	2,800.00	2,800.00	-
4856 FIRE REPORTS	17,200.00	17,200.00	-
4860 ACCIDENT REPORT FEE	124,171.00	39,171.00	(85,000.00)
4861 BACKGROUND CHECK FEE	10,530.00	3,530.00	(7,000.00)
4864 FINGERPRINTING	24,115.00	24,115.00	-
4865 VERIFICATION OF RECORDS	17,789.00	17,789.00	-
4868 BAIL BONDSMAN APPLICANT PHOTO	150.00	-	(150.00)
4875 RENTS AND ROYALTIES	31,100.00	6,100.00	(25,000.00)
4880 PISTOL RANGE RENT	2,323.00	-	(2,323.00)
4883 SPRINKLER-HYDRO STATIC-PUMP	720.00	1,550.00	830.00
4884 FIRE ALARM ACCEPTANCE TEST	1,000.00	13,350.00	12,350.00
4885 FIRE RE-INSPECTION	5,000.00	2,000.00	(3,000.00)
4886 FIRE KNOX BOX	25.00	-	(25.00)
4888 FIRE SUPPRESSION SYSTEM TEST	600.00	900.00	300.00
4889 FIRE TRUCK ON SITE	3,600.00	-	(3,600.00)
4890 OUTDOOR ADVERTISING LEASES	11,970.00	11,970.00	-
4891 RENTAL FEE - FIRE MUSEUM	260.00	-	(260.00)
4893 SCHOOL TOURS FEE - FIRE MUSEUM	1,476.00	-	(1,476.00)
4894 RENTAL INSPECTIONS	350.00	-	(350.00)
4911 INTEREST EARNED ON INVESTMENTS	11,267.00	6,267.00	(5,000.00)
4913 INTEREST EARNED ON REPOS	368,686.00	78,000.00	(290,686.00)
4914 LAND RENTAL	10,000.00	37,053.00	27,053.00
5410 SALE OF EASEMENT	5,000.00	-	(5,000.00)
5411 PUBLIC UTILITY FRANCHISE FEE	4,752,792.00	4,677,792.00	(75,000.00)
5412 FRANCHISE CABLE TELEVISION	1,071,079.00	251,650.00	(819,429.00)
5413 NUCLEAR POWER PLANT	1,602,421.00	1,532,783.00	(69,638.00)
5414 IN-LIEU-OF PROPERTY TAX	61,027.00	90,360.00	29,333.00
5417 WATER/SEWER FRANCHISE FEE	972,534.00	-	(972,534.00)
5426 SALE OF LAND	60,167.00	15,167.00	(45,000.00)
5427 SALE OF FIXED ASSETS	55,706.00	706.00	(55,000.00)
5435 SMALL ANIMAL CONTROL	1,200.00	-	(1,200.00)

ACCOUNT DESCRIPTION	FY26 REVISED BUDGET	PROPOSED AMENDED BUDGET	DIFFERENCE
5451 POLICE TRNG REIMB OTHER AG	20,000.00	18,000.00	(2,000.00)
5454 POLICE-MISC	65,348.00	-	(65,348.00)
5463 POLICE - SALE OF WEAPONS	15.00	15.00	-
5466 PUBLIC SAFETY COMM TRNG REIMB	80,603.00	80,603.00	-
5467 UNION STATION TENANTS/JRA	102,379.00	22,379.00	(80,000.00)
5511 GRANTS & DONATIONS	4,000.00	-	(4,000.00)
5515 INDIRECT COST	2,680,223.00	350,000.00	(2,330,223.00)
5520 OTHER DEPARTMENTS	90,148.00	43,148.00	(47,000.00)
5524 I.D. BADGE FEE-CITY EMPLOYEES	180.00	15.00	(165.00)
5525 PARKING FEE-CITY EMPLOYEES	6,730.00	6,730.00	-
5545 ADMIN. FEE-PAYROLL DEDUCTIONS	15,725.00	15,725.00	-
5550 MS VALLEY GAS REFUNDS	800.00	-	(800.00)
5551 ENTERGY REFUNDS	1,000.00	1,000.00	-
5552 SCB REFUNDS	220.00	-	(220.00)
5576 BUILDING & PERMIT-MISC.	110,957.00	110,957.00	-
5577 PLUMBING EXAM	11,000.00	25,050.00	14,050.00
5578 ELECTRICAL EXAM	100.00	15,625.00	15,525.00
5580 PENALTY ON DEMO/GRASS/WEEDS	30,000.00	30,000.00	-
5614 SITE PLAN REVIEW	16,157.00	16,804.00	647.00
5616 SALE OF MAPS PLAN SPECS	158.00	-	(158.00)
5620 SMITH ROBERTSON - NISSAN GRANT	7,115.00	-	(7,115.00)
5628 TRAFFIC	170.00	-	(170.00)
5632 CEMETERY & MISC	-	1,600.00	1,600.00
5634 GEOGRAPHIC INFORMATION SYSTEM	100.00	120.00	20.00
5656 ABSTRACT FEES MCS	6,961.00	6,961.00	-
5657 FINANCE-MISC.	10.00	-	(10.00)
5666 CITY CLERK	15,271.00	15,271.00	-
5667 CEMETERIES OPENING CLSG & MISC	25,000.00	-	(25,000.00)
5675 FIRE DEPARTMENT	100.00	8,000.00	7,900.00
5676 FIRE SAFETY EDUCATION PROGRAM	200.00	-	(200.00)
5694 PUBLICATION - MISC	7,089.00	-	(7,089.00)
5795 SETTLEMENT OF INS CLAIM PROP	75,000.00	-	(75,000.00)
5821 PROCEEDS OF LONG TERM DEBT	2,708,460.00	-	(2,708,460.00)
5830 FEES FOR LOST FUELMAN CARDS	181.00	-	(181.00)
5899 APPLIED FUND BALANCE/R.E.	7,753,794.00	-	(7,753,794.00)
5914 TRANSFERS IN/FROM OTHER FUNDS	3,241,000.00	-	(3,241,000.00)
TOTAL REVENUES	**135,659,214.00**	**112,729,322.00**	**(22,929,892.00)**
EXPENDITURES			
ADMINISTRATION			
PERSONAL SERVICES	4,659,393.00	3,346,838.00	(1,312,555.00)
SUPPLIES & MATERIALS	60,318.00	18,178.00	(42,140.00)
OTHER SERVICES & CHARGES	1,444,078.00	1,149,212.00	(294,866.00)
GRANTS, CONTRIBUTIONS & CONTINGENCIES	10,100.00	-	(10,100.00)
HUMAN AND CULTURAL SERVICES			
PERSONAL SERVICES	2,014,647.00	1,601,407.00	(413,240.00)
SUPPLIES & MATERIALS	224,229.00	32,176.00	(192,053.00)
OTHER SERVICES & CHARGES	569,139.00	553,058.00	(16,081.00)
CAPITAL OUTLAY	-	55,651.00	55,651.00
GRANTS, CONTRIBUTIONS & CONTINGENCIES	200,000.00	50,500.00	(149,500.00)
DEBT SERVICE	-	53,038.00	53,038.00
FIRE DEPARTMENT			
PERSONAL SERVICES	23,273,241.00	24,846,842.00	1,573,601.00
SUPPLIES & MATERIALS	687,263.00	667,759.00	(19,504.00)
OTHER SERVICES & CHARGES	733,006.00	647,169.00	(85,837.00)
CAPITAL OUTLAY	190,000.00	5,800.00	(184,200.00)
GRANTS, CONTRIBUTIONS & CONTINGENCIES	69.00		(69.00)
POLICE DEPARTMENT			

ACCOUNT DESCRIPTION	FY26 REVISED BUDGET	PROPOSED AMENDED BUDGET	DIFFERENCE
PERSONAL SERVICES	30,688,244.00	27,955,804.00	(2,732,440.00)
SUPPLIES & MATERIALS	2,154,435.00	1,998,129.00	(156,306.00)
OTHER SERVICES & CHARGES	2,032,265.00	1,639,648.00	(392,617.00)
CAPITAL OUTLAY	1,595,415.00	595,415.00	(1,000,000.00)
GRANTS, CONTRIBUTIONS & CONTINGENCIES	1,310,066.00	1,298,566.00	(11,500.00)
DEBT SERVICE	25,858.00	25,858.00	-
PUBLIC WORKS			
PERSONAL SERVICES	11,494,164.00	8,614,508.00	(2,879,656.00)
SUPPLIES & MATERIALS	1,839,157.00	1,303,941.00	(535,216.00)
OTHER SERVICES & CHARGES	5,815,208.00	4,240,527.00	(1,574,681.00)
CAPITAL OUTLAY	2,808,213.00	297,879.00	(2,510,334.00)
GRANTS, CONTRIBUTIONS & CONTINGENCIES	1,041.00		(1,041.00)
DEBT SERVICE	107,591.00	107,593.00	2.00
GENERAL GOVERNMENT			
PERSONAL SERVICES	6,469,362.00	5,658,893.00	(810,469.00)
SUPPLIES & MATERIALS	194,379.00	79,372.00	(115,007.00)
OTHER SERVICES & CHARGES	6,547,066.00	5,035,837.00	(1,511,229.00)
CAPITAL OUTLAY	229,589.00	70,753.00	(158,836.00)
GRANTS, CONTRIBUTIONS & CONTINGENCIES	1,054,391.00	891,563.00	(162,828.00)
OPERATING TRANSFERS	7,713,852.00	3,079,110.00	(4,634,742.00)
DEBT SERVICE	1,498,374.00	952,445.00	(545,929.00)
MUNICIPAL CLERK			
PERSONAL SERVICES	609,644.00	466,599.00	(143,045.00)
SUPPLIES & MATERIALS	18,108.00	4,469.00	(13,639.00)
OTHER SERVICES & CHARGES	156,575.00	86,173.00	(70,402.00)
CONSTITUENT SERVICES			
PERSONAL SERVICES	498,813.00	358,570.00	(140,243.00)
SUPPLIES & MATERIALS	53,418.00	7,969.00	(45,449.00)
OTHER SERVICES & CHARGES	74,195.00	63,852.00	(10,343.00)
PLANNING AND DEVELOPMENT			
PERSONAL SERVICES	4,870,551.00	4,340,802.00	(529,749.00)
SUPPLIES & MATERIALS	95,410.00	71,852.00	(23,558.00)
OTHER SERVICES & CHARGES	5,667,428.00	5,509,966.00	(157,462.00)
GRANTS, CONTRIBUTIONS & CONTINGENCIES	66,675.00	57,536.00	(9,139.00)
OPERATING TRANSFERS	1,898,609.00	1,898,609.00	-
HUMAN RESOURCES			
PERSONAL SERVICES	1,004,744.00	878,557.00	(126,187.00)
SUPPLIES & MATERIALS	25,186.00	7,686.00	(17,500.00)
OTHER SERVICES & CHARGES	83,675.00	69,758.00	(13,917.00)
CAPITAL OUTLAY	-	55,651.00	55,651.00
GRANTS, CONTRIBUTIONS & CONTINGENCIES	1,337.00	175.00	(1,162.00)
DEBT SERVICE	-	53,038.00	53,038.00
INFORMATION TECHNOLOGY			
PERSONAL SERVICES	2,637,554.00	1,770,311.00	(867,243.00)
SUPPLIES & MATERIALS	32,000.00	15,128.00	(16,872.00)
OTHER SERVICES & CHARGES	221,139.00	139,152.00	(81,987.00)
TOTAL EXPENDITURES	**135,659,214.00**	**112,729,322.00**	**(22,929,892.00)**

Office of the City Attorney

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OFFICE OF THE CITY ATTORNEY
7/27/26
A.M.

OFFICE OF THE CITY ATTORNEY

This **ORDER AMENDING THE FISCAL YEAR 2025-2026 MUNICIPAL BUDGET** is legally sufficient for placement in NOVUS Agenda.

Sondra O. Moncure

Sondra Moncure, *Special Assistant*

7/27/26

Date