REGULAR MEETING OF THE CITY COUNCIL
CITY OF JACKSON, MISSISSIPPI
November 3, 2026
AGENDA
10:00 AM

CALL TO ORDER BY THE PRESIDENT

INVOCATION

1. **BISHOP LANFORD E. PORTER, SR. OF APOSTOLIC RESTORATION MINISTRY (WARD 6)**

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 AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND XQUISITE LAWNCARE, LLC TO, BOARD UP AND SECURE STRUCTURE, PAINT BOARDS, CUT GRASS, WEEDS, SHRUBBERY, FENCE LINE, BUSHES AND REMOVE TRASH AND DEBRIS, AND PERFORM OTHER WORK TO REMEDY THE CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #CE-25-2741 LOCATED AT 704 LINDSEY DR– PARCEL #629-51 $1,800.00 (WARD 5) (BROWN, HORHN)**
4. **ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND JONES LANDSCAPE AND CONTRACTOR SERVICES LLC TO CUT GRASS, WEEDS, SHRUBBERY, FENCE LINE, BUSHES AND SAPLINGS, AND PERFORM OTHER WORK TO REMEDY THE CONDITIONS ON**

PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #CE-24-1812 LOCATED AT 0 W BELL ST.– PARCEL #94-128 $999.00 (WARD 7)

5. **APPROVAL OF THE OCTOBER 19, 2026 REGULAR CITY COUNCIL ZONING MEETING MINUTES. (S. JORDAN, HARTLEY)**

6. **APPROVAL OF THE OCTOBER 20, 2026 REGULAR CITY COUNCIL MEETING MINUTES. (S. JORDAN, HARTLEY)**

INTRODUCTION OF ORDINANCES

7. **ORDINANCE AMENDING THE CITY OF JACKSON CLASSIFICATION AND COMPENSATION PLAN TO ADD JOB CLASSIFICATIONS OF INVESTIGATOR AND PUBLIC RECORDS ADMINISTRATOR FOR THE OFFICE OF THE CITY ATTORNEY. (D.MARTIN, HORHN)**

8. **ORDINANCE OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI HONORARY RENAMING MEDGAR EVERS BLVD. AT THE INTERSECTION OF MARTIN LUTHER KING JR. DRIVE. (FREEDOM CORNER) TO POCAHONTAS AVE TO KOLEN WILEY STREET. (STOKES)**

9. **ORDINANCE OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI, RESCINDING AND REPEALING THE ORDINANCE ADOPTED ON JULY 14, 2026, ESTABLISHING A TEMPORARY MORATORIUM ON THE DEVELOPMENT AND EXPANSION OF DATA CENTERS UNTIL A REGULATORY FRAMEWORK IS APPROVED BY THE GOVERNING AUTHORITY. (STOKES)**

ADOPTION OF ORDINANCE

10. **ORDINANCE ESTABLISHING A LEISURE AND RECREATION DISTRICT WITHIN THE CORPORATE BOUNDARIES OF THE CITY OF JACKSON, MISSISSIPPI AT 4465 I-55 NORTH, WHICH IS THE LOCATION OF BANNER HALL, AND DESIGNATING THE GEOGRAPHIC AREAS INCLUDED WITHIN AND BOUNDARIES OF SAID DISTRICT, AND FOR RELATED PURPOSES. (BROWN, HORHN)**

11. **ORDINANCE OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI, AMENDING CHAPTER 2, ARTICLE IV OF THE CITY OF JACKSON CODE OF ORDINANCES RELATING TO DEPARTMENTS. (D.MARTIN, HORHN)**

12. **AN ORDINANCE OF THE JACKSON CITY COUNCIL AMENDING CHAPTER 26, ARTICLE XIII OF THE CODE OF ORDINANCES OF THE CITY OF JACKSON, MISSISSIPPI, REGARDING THE REGISTRATION AND MAINTENANCE OF VACANT BUILDINGS; ESTABLISHING THE CITY OF JACKSON VACANT PROPERTY LEXAN BLIGHT REDUCTION PROGRAM; REQUIRING CERTAIN VACANT BUILDINGS TO BE SECURED WITH ONE-HALF-INCH TRANSPARENT IMPACT-RESISTANT POLYCARBONATE MATERIAL; PROHIBITING THE USE OF PLYWOOD AS A CONTINUING METHOD**

OF SECURING VACANT BUILDINGS; ESTABLISHING MINIMUM MAINTENANCE, INSPECTION, COMPLIANCE, AND ENFORCEMENT REQUIREMENTS; AND FOR RELATED PURPOSES. (GRIZZELL)

REGULAR AGENDA

13. **CLAIMS (CALDWELL, HORHN)**
14. **PAYROLL (CALDWELL, HORHN)**
15. **ORDER RATIFYING AND AUTHORIZING PAYMENT TO KANEESHA L. TURNER FOR INTERPRETING SERVICES PROVIDED FOR THE STATE OF THE CITY ADDRESS HELD ON OCTOBER 13, 2026, IN THE AMOUNT OF $230.00. (LOTT, HORHN)**
16. **ORDER AUTHORIZING THE MAYOR TO EXECUTE THE 12-MONTH AGREEMENT WITH RENEWAL WITH GRANICUS, LLC FOR AN INTEGRATED SOLUTION TO PROVIDE MOBILE-BASED AND WEB-BASED ACCESS TO THE MAYOR'S 311 CALL CENTER/ACTION LINE. (LOTT, HORHN)**
17. **ORDER AUTHORIZING THE MAYOR TO EXECUTE, AT NO COST, A FAIRGROUNDS USE AGREEMENT WITH THE MISSISSIPPI DEPARTMENT OF AGRICULTURE AND COMMERCE FOR THE 2026 CHRISTMAS PARADE STAGING AREA AT THE STATE FAIRGROUNDS. (LOTT, HORHN)**
18. **ORDER AUTHORIZING AND RATIFYING THE MAYOR TO SIGN A STATEMENT OF WORK WITH CIVICPLUS, LLC, FOR A 12-MONTH SUBSCRIPTION TO NEXTREQUEST, THE PLATFORM USED FOR MANAGING PUBLIC RECORDS REQUESTS FOR THE CITY OF JACKSON. (A.HARRIS, HORHN)**
19. **ORDER SETTING AN ELECTION DATE FOR AFFECTED PROPERTY OWNERS TO REAUTHORIZE THE DOWNTOWN JACKSON BUSINESS IMPROVEMENT DISTRICT, IN ACCORDANCE WITH THE BUSINESS IMPROVEMENT DISTRICT ACT. (A.HARRIS, HORHN)**
20. **ORDER ACCEPTING THE BID OF UNITED HEALTHCARE SERVICES, INC. TO SERVE AS THE THIRD-PARTY ADMINISTRATOR FOR THE CITY OF JACKSON'S SELF-FUNDED MAJOR MEDICAL HEALTH PLAN FOR THE YEARS 2027 THROUGH 2029 AND THE BIDS OF UNITED HEALTHCARE SERVICES, INC. TO PROVIDE INSURANCE COVERAGE FOR THE VISION PLAN (36 MONTH RATE GUARANTEE) AND THE DENTAL PLAN (24 MONTH RATE GUARANTEE). (T.MARTIN, HORHN)**
21. **ORDER AUTHORIZING THE AMENDMENT OF THE CITY OF JACKSON, MS MEDICAL BENEFIT PLAN FOR ACTIVE EMPLOYEES AND RETIREES TO TRANSITION FROM A FOUR PLAN STRUCTURE TO A STREAMLINED TWO PLAN STRUCTURE EFFECTIVE JANUARY 1, 2027. (T.MARTIN, HORHN)**
22. **ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH MISSISSIPPI HERITAGE TRUST AND THE GREATER BELHAVEN NEIGHBORHOOD FOUNDATION RELATED TO**

REVISION OF THE BELHAVEN HISTORIC DISTRICT DESIGN GUIDELINES. (BROWN, HORHN)

23. **ORDER REVISING THE CITY OF JACKSON FIRE DEPARTMENT'S FEE SCHEDULE (THOMAS, HORHN)**

24. **ORDER RATIFYING PROCUREMENT OF STORM SEWER REPAIRS AT 369 E. MAYES STREET BY THE DEPARTMENT OF PUBLIC WORKS FROM MATLOCK CONCRETE CONTRACTORS LLC AND AUTHORIZING PAYMENT TO SAID VENDOR. (ANDERSON, HORHN)**

25. **ORDER AUTHORIZING THE MAYOR TO EXECUTE A THIRD ADDENDUM TO THE PRELIMINARY ENGINEERING SERVICES CONTRACT WITH STANTEC CONSULTING SERVICES, INC. TO EXTEND THE CONTRACT TERM TO JUNE 30, 2027, FOR THE TRAIL ALONG THE ABANDONED LITTLE J RAILROAD AT UTICA STREET FROM HIGHWAY 80 TO VALLEY STREET, DHP-8276-00(003)LPA/104587-813000, HINDS COUNTY. (ANDERSON, HORHN)**

26. **ORDER AUTHORIZING THE PETTY CASH FUND FOR THE OFFICE OF THE CITY ATTORNEY FOR THE REMAINING OF FISCAL YEAR 2026-2027. (D.MARTIN, HORHN)**

27. **RESOLUTION URGING THE MAYOR TO PURSUE NEGOTIATION OF A PROFESSIONAL SERVICES AGREEMENT WITH MORRIS AND MCDANIELS, INC., TO DEVELOP, ADMINISTER, AND MANAGE A TESTING AND ASSESSMENT PROCESS FOR THE RANKS OF FIRE LIEUTENANT DRIVER OPERATOR, FIRE CAPTAIN, AND DISTRICT FIRE CHIEF, AND TO SUBMIT THE PROPOSED AGREEMENT TO THE CITY COUNCIL FOR CONSIDERATION. (CLAY)**

28. **RESOLUTION ADOPTING THE CITY OF JACKSON BLIGHT MANAGEMENT AND NEIGHBORHOOD RECOVERY MASTER PLAN, VERSION 1.8 (HARTLEY, FOOTE)**

DISCUSSION

29. **DISCUSSION: KRATOM (STOKES)**

30. **DISCUSSION: BRIDGES (BAILEY AVENUE, FORTIFICATION STREET, MAYES STREET, REVEREND P.J. WILLIAMS) (STOKES)**

31. **DISCUSSION: LEGAL MATTERS (D. MARTIN)**

PRESENTATION

PROCLAMATION

RESOLUTIONS

REPORT FROM MEMBERS, MAYOR, DEPARTMENT DIRECTORS

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

ANNOUNCEMENTS

ADJOURNMENT

AGENDA ITEMS IN COMMITTEE

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ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND XQUISITE LAWNCARE, LLC TO, BOARD UP AND SECURE STRUCTURE, PAINT BOARDS, CUT GRASS, WEEDS, SHRUBBERY, FENCE LINE, BUSHES AND REMOVE TRASH AND DEBRIS, AND PERFORM OTHER WORK TO REMEDY THE CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #CE-25-2741 LOCATED AT 704 LINDSEY DR– PARCEL #629-51 $1,800.00 (WARD 5) (BROWN, HORHN)

WHEREAS, on November 18, 2024, the Jackson City Council approved a resolution declaring certain parcels of real property in the City of Jackson to be a menace to public health, safety, and welfare pursuant to Section 21-19-11 of the Mississippi Code following an administrative hearing held on September 23, 2025, for Case #CE-25-2741 located at 704 Lindsey Dr. parcel #629-51 in Ward 5 of the City of Jackson; and

WHEREAS, the Community Improvement Division of the Department of Planning and Development has a system in which vendors performing services related to the remedying of conditions on property deemed to be a menace to public health, safety, and welfare submit bids; and

WHEREAS, based on stated requirements, Xquisite Lawncare, LLC submitted the lowest and best bid and through its representative, Steven Jones, and agreed to cut grass and weeds, shrubbery, fence line, bushes, and saplings as needed, Remove trash and debris. Board up and/or secure structure (s). To board up and use decay- resistant wood, treated wood, or painted boards for added protection to remedy conditions constituting a menace to public health and welfare for parcels listed as 704 Lindsey Dr. Parcel 629-51 for the sum of $1,800.00; and

WHEREAS, Xquisite Lawncare, LLC, has a principal office located at 3460 I-55 South Frontage Road, Suite 102, Jackson, Mississippi, 39212 and is in good standing to do business in this state, according to the information on the Mississippi Secretary of State's website; and

WHEREAS, the proposed contract contains the following provisions:

SECTION 1 - SCOPE OF VENDOR'S SERVICES:

Vendor shall furnish all labor, materials, supervision, and services necessary to do the work specified in the attached Scope of Work description constituting Exhibit A and made a part hereof for the total sum not to exceed $1,800.00.

SECTION 2 - COMPENSATION:

The City shall pay Vendor the sum specified in Section 1 above for successful completion of the work described.

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(Brown, Horn)

The Vendor shall be notified if a case is closed prior to issuance of a Notice to Proceed (Exhibit B), and no compensation shall be paid to the Vendor when a case is closed prior to issuance of a Notice to Proceed.

SECTION 3 - PERIOD FOR PERFORMANCE:

Vendor shall begin the work to be performed upon receipt of a written Notice to Proceed ("NTP") (Exhibit B). The Vendor shall complete the work described in Exhibit A within seven (7) calendar days of receipt of the NTP set forth in Exhibit B and attached hereto and made a part hereof. The City of Jackson may extend the performance period due to the presence of inclement weather and resulting conditions, or those acts or occurrences beyond the reasonable contemplation of the parties at the time of execution of this Contract that materially alters the performance period upon which this Contract is based. The performance period may also be extended by the City of Jackson to afford Vendor time to cure deficiencies in the work performed. The contract shall be deemed voidable thirty (30) days from the receipt of the written NTP if work has not been completed.

SECTION 4 - COMPLIANCE WITH FEDERAL, STATE, AND LOCAL LAW:

Vendor shall comply with federal, state, and local municipal laws in performing the work and understands that work performed will be subject to inspection prior to the tendering of payment by the City.

SECTION 5 - INSURANCE:

A. Vendor agrees to maintain General Liability Insurance Coverage for injury to person or property in the amount of $100,000.00 per person and $100,000.00 per occurrence and shall pay all premiums related to the maintenance of the coverage.
B. Vendor agrees to maintain, if required under the Mississippi Workers' Compensation Act, insurance for sickness, disability, or other injury of an employee arising out of and in the course of the employment.
C. Vendor agrees to maintain automobile liability insurance coverage for injury to person or property with minimum limits in the amount of $25,000.00 per person and $50,000.00 per occurrence.
D. Vendor agrees to furnish original certificates of insurance verifying the procurement of the coverage upon execution of the contract, and the same shall be attached and made a part of this Contract.

SECTION 6 - DEBRIS AND MATERIAL REMOVAL:

The Vendor shall keep the premises clean and orderly during the course of the work and remove all debris as it accumulates. Materials and equipment that have been removed and replaced as part of the work shall belong to the Vendor unless specified otherwise. The Vendor shall dispose of debris and rubbish in accordance with federal, state, and local laws and regulations. Vendor shall provide the City with receipts obtained in the disposal of debris and all other materials removed from site.

SECTION 7 - ASSIGNMENTS AND SUBCONTRACTS:

Vendor shall not assign all or any portion of the work or enter into subcontracts for the performance of the work without the prior written consent of the City.

Vendor shall not enter into a subcontract for any part of the work to be performed under this contract with any member, officer, or employee of the City or its designees or agents, members of the governing body of the City, or any other public official of such locality who exercises any functions or responsibilities associated with the procurement of labor to remedy conditions on private property which threaten public health, safety, and welfare.

SECTION 8 - SUCCESSORS AND ASSIGNS:

The terms of this Contract shall be binding upon Vendor's successors in interests and assignees of the Vendor if written consent for the assignment has been provided by the City of Jackson.

SECTION 9 - NOTICES:

All notices, requests, demands, or other communications required by this Contract or desired to be given or made by either of the parties to the other hereto shall be given or made by personal delivery or by mailing the same in a sealed envelope, postage prepaid, and addressed to the parties at their respective addresses set forth below or to such other address as may, from time to time, be designated by notice given in the manner provided in this Section.

City of Jackson, Mississippi	**XQUISITE LAWNCARE, LLC**
John Horhn, Mayor	Steven Jones
200 S. President Street	3460 I-55 South Frontage Road, Suite 102
Post Office Box 17	Jackson, MS 39212
Jackson, Mississippi 39205-0017	

SECTION 10 - DEFAULT AND TERMINATION:

A. Defaults and Termination for Cause.

If the Vendor (i) shall violate any substantial provision of this Contract, including but not limited to satisfactory performance of the work or (ii) should any of the Vendor's representations to the City of Jackson prove to be incorrect or misleading, the City may declare the Vendor to be in default and serve written notice of the breach or default and terminate the contract. If the breach or default concerns the satisfactory performance of the work, an opportunity to cure within seven (7) days shall be afforded the Vendor prior to termination of the contract. If the default has not been cured upon expiration of the cure period, liquidated damages equivalent to three percent (3%)

of the compensation payable shall be assessed for each day that the work remains incomplete. Subject to the severity of the breach or default, the City may terminate the contract and the Vendor shall not be entitled to any compensation. Vendor shall subsequently be suspended from entering into additional contracts for a minimum period of sixty (60) days.

The termination of the Contract for cause does not preclude or prohibit the City from exercising any other remedy available to it at law or in equity. Rescission or termination of the Contract is cumulative of other remedies available to the City.

B. Termination for Convenience.

The City, at any time, may terminate this Contract without cause, in whole or in part, solely for its own convenience. Any such termination shall be effected by delivering a Notice of Termination to the Vendor. The Notice of Termination shall include reasonable instructions to the Vendor concerning actions to be taken in insuring that the termination is effective. Vendor agrees to abide by the reasonable instructions provided in the Notice of Termination. If termination is not for cause, the Vendor's remedies pursuant to the provision of this Contract shall be limited to payment for services and work performed prior to the date that the notice of termination is delivered. For purposes of this provision, when notice of the termination of the Contract is by mail, the termination is considered to have been received three (3) days after the depositing of the notice in the mail addressed to the Vendor.

SECTION 11 - LAW AND LEGAL REMEDIES:

This Contract shall be governed by the laws of the State of Mississippi. The Vendor expressly agrees that under no circumstances shall the City be obligated to pay attorney's fees or the cost of legal action pursued by the Vendor against the City.

SECTION 12 - INDEMNIFICATION:

The Vendor agrees to indemnify and hold City harmless from and against any and all claims, demands, liabilities, suits, judgments, injuries, costs, damages, losses, expenses, surcharges, fines, penalties, taxes, interests, assets, and fees of every kind and nature whatsoever, including, without limitation, any of the foregoing, on account of death and injury to persons and losses of or damage to property, natural resources or the environment, reasonable attorney's fees, and other professional fees and costs arising out of or in connection with or caused in any way by the negligence, willful misconduct, or breach of this Contract by the Vendor, to the extent the loss was not otherwise contributed to by the act or negligence of the City.

The Vendor further agrees to indemnify and hold harmless the City for all penalties, fines and other obligations which may be imposed by regulatory agencies as a result of the Vendor's negligence or wrongful failure to perform.

SECTION 13 - PARTIES' RELATIONSHIP:

The Vendor is an independent contractor providing services to the City. The employees, agents, and servants of the Vendor shall not be considered to be the employees, agents, or servants of the City. Neither the Vendor nor his/her employees, agents, or servants shall be afforded the benefits and protections customarily afforded municipal employees. No agency relationship is created as a result of this Contract between the City and Vendor.

SECTION 14 - HEADINGS:

The headings used in this Contract have been included solely for ease of reference and shall not be considered in the interpretation or construction of this Contract.

SECTION 15 -TIME FOR COMPLETION AND LIQUIDATED DAMAGES:

A. The dates for completion of the work are essential conditions of the Contract. Vendor may proceed with performance of the work referenced in the Scope of Work upon issuance of the Notice to Proceed.
B. The Vendor will proceed with the work at such rate of progress to insure full completion within the contract time. It is expressly understood and agreed, by and between the Vendor and the City that the contract time for the completion of the work described herein is a reasonable time, taking into consideration the weather and the work anticipated to be performed on the subject property.
C. If the Vendor fails to complete the work within the performance period stated or any written extension of the performance, then liquidated damages equivalent to three percent (3%) of the compensation payable shall be assessed for each day that the work remains incomplete.
D. The Vendor shall not be charged with liquidated damages for the delay in performance of the work if the following occurs:

1. The Vendor has a contract with the City to perform work on a parcel other than the parcel which is the subject of this Contract, and the Vendor receives written notice from the City that the remedying of conditions on parcel(s) other than the subject parcel should be given priority attention.
2. Unforeseen circumstances beyond the control of the Vendor such as Acts of God, disasters, riots, floods, fires, quarantines, epidemics.

E. If the Vendor fails to perform any of its obligations under the Contract, the City may take one or more of the following actions to protect its interest:
    1. Suspend the performance of the Contract until Vendor provides assurances that it intends to comply with the terms of this Contract concerning the time for performance;
    2. Terminate this Contract upon giving three (3) days' written notice of Vendor's failure to comply with the terms of the Contract concerning time for performance;
    3. Debar Vendor from further contracts related to the remedying of conditions on property which constitute a menace to public health, safety, and welfare for a period of at least sixty (60) days. Vendor shall not circumvent debarment by performing work as a sub-contractor for another Vendor; or

4. Pursue any other remedy available from at law or equity, including, but not limited to, injunctive relief or monetary damages in a court of competent jurisdiction.

Vendor shall include in every subcontract identical language to this Section and Vendor shall be responsible for enforcing the terms of this Section against any of its subcontractors. Any violation of this Section by a subcontractor shall subject Vendor to the remedies available to City for Vendor's failure to adhere to the requirements of this Section.

SECTION 16 - EQUAL EMPLOYMENT OPPORTUNITY, NONDISCRIMINATION, AND MINORITY BUSINESS ENTERPRISE UTILIZATION:

A. The Vendor will not discriminate against any employee or applicant for employment because of race, color, handicap, age, religion, sex, or national origin. The Vendor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to race, color, religion, sex, or national origin. The Vendor agrees to post notices setting forth the provisions of this nondiscrimination clause in conspicuous places where employees and applicants for employment may visit.
B. The Vendor will, in all solicitations or advertisements for employees placed by or on behalf of the Vendor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
C. The Vendor will send to each labor union or representative of workers with which the Vendor has a collective bargaining agreement or other contract or understanding, a notice advising the labor union or workers' representatives of the Vendor's commitment under this section and shall post copies of the notice in conspicuous places visited by employees and applicants for employment.
D. The Vendor will comply with all federal laws governing Wage and Hour, COBRA, affordable healthcare, and Family Medical Leave.
E. The Vendor will furnish all information and reports required by the City of Jackson.

The Vendor will make affirmative efforts to utilize minority business enterprises for suppliers and subcontractors and will document efforts made to the City.

SECTION 17 - PAYMENT:

A. The City shall pay the Vendor within forty-five (45) days of its inspection and certification that the work has been satisfactorily completed.
B. The City may withhold sums for liquidated damages from the final payment.

SECTION 18 - GENERAL PROVISIONS:

A. This Contract shall consist of this agreement and related attachments. This Contract and related attachments contain all the representations, rights, duties and obligations of the

parties, and any prior oral or written agreement not contained within this Contract and related attachments shall not be binding upon or inure to the benefit of any of the parties.

B. The failure of the City to insist upon a specific performance or condition by the Vendor shall not constitute a waiver unless the City expressly waives the performance or condition in writing.

C. The provisions of this Contract shall be construed severally to the extent practical. Therefore, if any provision of this Contract is adjudged to be illegal, unlawful, or invalid by a court of competent jurisdiction, then the invalid provision shall not result in the nullification of the entire Contract unless the Contract cannot be practically construed in the absence of the invalid provision.

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute a contract with Xquisite Lawncare, LLC, upon receipt of a written Notice to Proceed, and agreed to cut grass and weeds, shrubbery, fence line, bushes, and saplings as needed, Remove trash and debris. Board up and/or secure structure (s). To board up and use decay- resistant wood, treated wood, or painted boards for added protection to remedy conditions on the property located at 704 Lindsey Dr., Jackson, MS 39209, which has been deemed to be a menace to public health, safety, and welfare.

IT IS FURTHER HEREBY ORDERED that a sum not to exceed $1,800.00 shall be paid to Xquisite Lawncare, LLC, upon the completion of the services provided from funds budgeted for the Division.

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET **1/12/2026**
DATE

POINTS		COMMENTS
1.	**Brief Description/Purpose**	This item provides for the remedying of conditions for case adjudicated a menace by the City Council. The Order is asking that the Mayor be authorized to execute a contract for the completion of work to improve public health, safety and welfare.
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 2. Crime Prevention 7. Quality of Life
3.	**Who will be affected**	All City of Jackson residents.
4.	**Benefits**	Cleaning of private properties will remove threats to the health, safety and welfare of surrounding residents while improving the conditions of the community.
5.	**Schedule (beginning date)**	To be determined pending execution of contract.
6.	**Location:** ▪ **WARD** ▪ **CITYWIDE (yes or no) (area)** ▪ **Project limits if applicable**	WARD 5
7.	**Action implemented by:** ▪ **City Department** ☐ ▪ **Consultant** ☐	DEPARTMENT OF PLANNING AND DEVELOPMENT COMMUNITY IMPROVEMENT DIVISION
8.	**COST**	$1,800.00
9.	**Source of Funding** ▪ **General Fund** ▪ **Grant** ☐ ▪ **Bond** ☐ ▪ **Other** ☐	GENERAL FUNDING (001-444-70-6447)
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 _____

THE CITY OF
JACKSON
MISSISSIPPI

Memo

To: John Horhn, Mayor

From: CAO, Pieter Teeuwissen
Department of Planning and Development

Date: 5/28/2026

Re: Agenda Item

The attached agenda item is an Order requesting that the Mayor execute a contract with Xquisite Lawncare, LLC, to board up and secure structure, paint boards, cut grass and weeds, and remove trash and debris for certain parcels of real property in the City of Jackson declared to be a menace to public health, safety and welfare pursuant to Section 21-19-11 of Mississippi Code.

Therefore, we respectfully request that you authorize the execution of contracts from project select and awarded to the said contractor for the following case #CE-25-2741

Thank you for your prompt consideration in this matter.

Office of the City Attorney

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

OFFICE OF THE CITY ATTORNEY

This **ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND XQUISITE LAWNCARE, LLC TO, BOARD UP AND SECURE STRUCTURE, PAINT BOARDS, CUT GRASS, WEEDS, SHRUBBERY, FENCE LINE, BUSHES AND REMOVE TRASH AND DEBRIS, AND PERFORM OTHER WORK TO REMEDY THE CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #CE-25-2741 LOCATED AT 704 LINDSEY DR– PARCEL #629-51 $1,800.00 (WARD 5)** is legally sufficient for placement in NOVUS Agenda.

Sondra D. Moncure

Sondra Moncure, *Special Assistant*

8/13/26

Date

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ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND JONES LANDSCAPE AND CONTRACTOR SERVICES LLC TO CUT GRASS, WEEDS, SHRUBBERY, FENCE LINE, BUSHES AND SAPLINGS, AND PERFORM OTHER WORK TO REMEDY THE CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #CE-24-1812 LOCATED AT 0 W BELL ST.– PARCEL #94-128 $999.00 (WARD 3)

WHEREAS, on December 10, 2024, the Jackson City Council approved a resolution declaring certain parcels of real property in the City of Jackson to be a menace to public health, safety, and welfare pursuant to Section 21-19-11 of the Mississippi Code following an administrative hearing held on October 22, 2024, for Case #CE-24-1812 located at 0 W Bell St., Parcel #94-128 in Ward 7 of the City of Jackson; and

WHEREAS, the Community Improvement Division of the Department of Planning and Development has a system in which vendors performing services related to the remedying of conditions on property deemed to be a menace to public health, safety, and welfare submit bids; and

WHEREAS, Jones Landscape and Contractor Services LLC submitted the lowest and best bid, and has agreed to remove trash and debris and remedy the conditions for case #CE-24-1812 located at 0 W Bell St., Jackson, MS 39202 with the quoted price of $999.00; and

WHEREAS, Jones Landscape and Contractor Services LLC has a principal office located at 3172 Bilgary Dr., Jackson, Mississippi, 39204, and is in good standing to do business in this state, according to the information on the Mississippi Secretary of State's website; and

WHEREAS, the proposed contract contains the following provisions:

SECTION 1 - SCOPE OF VENDOR'S SERVICES:

Vendor shall furnish all labor, materials, supervision, and services necessary to do the work specified in the attached Scope of Work description constituting Exhibit A and made a part hereof for the total sum not to exceed $999.00.

SECTION 2 - COMPENSATION:

The City shall pay Vendor the sum specified in Section 1 above for successful completion of the work described.

Agenda Item # 4
November 3, 2026
(Brown, Horn)

The Vendor shall be notified if a case is closed prior to issuance of a Notice to Proceed (Exhibit B), and no compensation shall be paid to the Vendor when a case is closed prior to issuance of a Notice to Proceed.

SECTION 3 - PERIOD FOR PERFORMANCE:

Vendor shall begin the work to be performed upon receipt of a written Notice to Proceed ("NTP") (Exhibit B). The Vendor shall complete the work described in Exhibit A within seven (7) calendar days of receipt of the NTP set forth in Exhibit B and attached hereto and made a part hereof. The City of Jackson may extend the performance period due to the presence of inclement weather and resulting conditions, or those acts or occurrences beyond the reasonable contemplation of the parties at the time of execution of this Contract that materially alters the performance period upon which this Contract is based. The performance period may also be extended by the City of Jackson to afford Vendor time to cure deficiencies in the work performed. The contract shall be deemed voidable thirty (30) days from the receipt of the written NTP if work has not been completed.

SECTION 4 - COMPLIANCE WITH FEDERAL, STATE, AND LOCAL LAW:

Vendor shall comply with federal, state, and local municipal laws in performing the work and understands that work performed will be subject to inspection prior to the tendering of payment by the City.

SECTION 5 - INSURANCE:

A. Vendor agrees to maintain General Liability Insurance Coverage for injury to person or property in the amount of $100,000.00 per person and $100,000.00 per occurrence and shall pay all premiums related to the maintenance of the coverage.
B. Vendor agrees to maintain, if required under the Mississippi Workers' Compensation Act, insurance for sickness, disability, or other injury of an employee arising out of and in the course of the employment.
C. Vendor agrees to maintain automobile liability insurance coverage for injury to person or property with minimum limits in the amount of $25,000.00 per person and $50,000.00 per occurrence.
D. Vendor agrees to furnish original certificates of insurance verifying the procurement of the coverage upon execution of the contract, and the same shall be attached and made a part of this Contract.

SECTION 6 - DEBRIS AND MATERIAL REMOVAL:

The Vendor shall keep the premises clean and orderly during the course of the work and remove all debris as it accumulates. Materials and equipment that have been removed and replaced as part of the work shall belong to the Vendor unless specified otherwise. The Vendor shall dispose of debris and

rubbish in accordance with federal, state, and local laws and regulations. Vendor shall provide the City with receipts obtained in the disposal of debris and all other materials removed from site.

SECTION 7 - ASSIGNMENTS AND SUBCONTRACTS:

Vendor shall not assign all or any portion of the work or enter into subcontracts for the performance of the work without the prior written consent of the City.

Vendor shall not enter into a subcontract for any part of the work to be performed under this contract with any member, officer, or employee of the City or its designees or agents, members of the governing body of the City, or any other public official of such locality who exercises any functions or responsibilities associated with the procurement of labor to remedy conditions on private property which threaten public health, safety, and welfare.

SECTION 8 - SUCCESSORS AND ASSIGNS:

The terms of this Contract shall be binding upon Vendor's successors in interests and assignees of the Vendor if written consent for the assignment has been provided by the City of Jackson.

SECTION 9 - NOTICES:

All notices, requests, demands, or other communications required by this Contract or desired to be given or made by either of the parties to the other hereto shall be given or made by personal delivery or by mailing the same in a sealed envelope, postage prepaid, and addressed to the parties at their respective addresses set forth below or to such other address as may, from time to time, be designated by notice given in the manner provided in this Section.

City of Jackson, Mississippi John H. Hothn, Mayor 200 S. President Street Post Office Box 17 Jackson, Mississippi 39205-0017	**Jones Landscape and Contractor Services LLC** Donald M Jones 3172 Bilgary Dr. Jackson, MS 39212

SECTION 10 - DEFAULT AND TERMINATION:

A. Defaults and Termination for Cause.

If the Vendor (i) shall violate any substantial provision of this Contract, including but not limited to satisfactory performance of the work or (ii) should any of the Vendor's representations to the City of Jackson prove to be incorrect or misleading, the City may declare the Vendor to be in default and serve written notice of the breach or default and terminate the contract. If the breach or default concerns the satisfactory performance of the work, an opportunity to cure within seven (7) days shall be afforded the Vendor prior to termination of the contract. If the default has not been cured upon expiration of the cure period, liquidated damages equivalent to three percent (3%) of the compensation payable shall be assessed for each day that the work remains incomplete. Subject to the severity of the breach or default, the City may terminate the contract and the Vendor shall not be entitled to any compensation. Vendor shall subsequently be suspended from entering into additional contracts for a minimum period of sixty (60) days.

The termination of the Contract for cause does not preclude or prohibit the City from exercising any other remedy available to it at law or in equity. Rescission or termination of the Contract is cumulative of other remedies available to the City.

B. Termination for Convenience.

The City, at any time, may terminate this Contract without cause, in whole or in part, solely for its own convenience. Any such termination shall be effected by delivering a Notice of Termination to the Vendor. The Notice of Termination shall include reasonable instructions to the Vendor concerning actions to be taken in insuring that the termination is effective. Vendor agrees to abide by the reasonable instructions provided in the Notice of Termination. If termination is not for cause, the Vendor's remedies pursuant to the provision of this Contract shall be limited to payment for services and work performed prior to the date that the notice of termination is delivered. For purposes of this provision, when notice of the termination of the Contract is by mail, the termination is considered to have been received three (3) days after the depositing of the notice in the mail addressed to the Vendor.

SECTION 11 - LAW AND LEGAL REMEDIES:

This Contract shall be governed by the laws of the State of Mississippi. The Vendor expressly agrees that under no circumstances shall the City be obligated to pay attorney's fees or the cost of legal action pursued by the Vendor against the City.

SECTION 12 - INDEMNIFICATION:

The Vendor agrees to indemnify and hold City harmless from and against any and all claims, demands, liabilities, suits, judgments, injuries, costs, damages, losses, expenses, surcharges, fines, penalties, taxes, interests, assets, and fees of every kind and nature whatsoever, including, without limitation, any of the foregoing, on account of death and injury to persons and losses of or damage to property, natural resources or the environment, reasonable attorney's fees, and other professional fees and costs arising

out of or in connection with or caused in any way by the negligence, willful misconduct, or breach of this Contract by the Vendor, to the extent the loss was not otherwise contributed to by the act or negligence of the City.

The Vendor further agrees to indemnify and hold harmless the City for all penalties, fines and other obligations which may be imposed by regulatory agencies as a result of the Vendor's negligence or wrongful failure to perform.

SECTION 13 - PARTIES' RELATIONSHIP:

The Vendor is an independent contractor providing services to the City. The employees, agents, and servants of the Vendor shall not be considered to be the employees, agents, or servants of the City. Neither the Vendor nor his/her employees, agents, or servants shall be afforded the benefits and protections customarily afforded municipal employees. No agency relationship is created as a result of this Contract between the City and Vendor.

SECTION 14 - HEADINGS:

The headings used in this Contract have been included solely for ease of reference and shall not be considered in the interpretation or construction of this Contract.

SECTION 15 -TIME FOR COMPLETION AND LIQUIDATED DAMAGES:

A. The dates for completion of the work are essential conditions of the Contract. Vendor may proceed with performance of the work referenced in the Scope of Work upon issuance of the Notice to Proceed.
B. The Vendor will proceed with the work at such rate of progress to insure full completion within the contract time. It is expressly understood and agreed, by and between the Vendor and the City that the contract time for the completion of the work described herein is a reasonable time, taking into consideration the weather and the work anticipated to be performed on the subject property.
C. If the Vendor fails to complete the work within the performance period stated or any written extension of the performance, then liquidated damages equivalent to three percent (3%) of the compensation payable shall be assessed for each day that the work remains incomplete.
D. The Vendor shall not be charged with liquidated damages for the delay in performance of the work if the following occurs:

1. The Vendor has a contract with the City to perform work on a parcel other than the parcel which is the subject of this Contract, and the Vendor receives written notice from the City that the remedying of conditions on parcel(s) other than the subject parcel should be given priority attention.

2. Unforeseen circumstances beyond the control of the Vendor such as Acts of God, disasters, riots, floods, fires, quarantines, epidemics.

E. If the Vendor fails to perform any of its obligations under the Contract, the City may take one or more of the following actions to protect its interest:
    1. Suspend the performance of the Contract until Vendor provides assurances that it intends to comply with the terms of this Contract concerning the time for performance;
    2. Terminate this Contract upon giving three (3) days' written notice of Vendor's failure to comply with the terms of the Contract concerning time for performance;
    3. Debar Vendor from further contracts related to the remedying of conditions on property which constitute a menace to public health, safety, and welfare for a period of at least sixty (60) days. Vendor shall not circumvent debarment by performing work as a sub-contractor for another Vendor; or
    4. Pursue any other remedy available from at law or equity, including, but not limited to, injunctive relief or monetary damages in a court of competent jurisdiction.

Vendor shall include in every subcontract identical language to this Section and Vendor shall be responsible for enforcing the terms of this Section against any of its subcontractors. Any violation of this Section by a subcontractor shall subject Vendor to the remedies available to City for Vendor's failure to adhere to the requirements of this Section.

SECTION 16 - EQUAL EMPLOYMENT OPPORTUNITY, NONDISCRIMINATION, AND MINORITY BUSINESS ENTERPRISE UTILIZATION:

A. The Vendor will not discriminate against any employee or applicant for employment because of race, color, handicap, age, religion, sex, or national origin. The Vendor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to race, color, religion, sex, or national origin. The Vendor agrees to post notices setting forth the provisions of this nondiscrimination clause in conspicuous places where employees and applicants for employment may visit.
B. The Vendor will, in all solicitations or advertisements for employees placed by or on behalf of the Vendor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
C. The Vendor will send to each labor union or representative of workers with which the Vendor has a collective bargaining agreement or other contract or understanding, a notice advising the labor union or workers' representatives of the Vendor's commitment under this section and shall post copies of the notice in conspicuous places visited by employees and applicants for employment.
D. The Vendor will comply with all federal laws governing Wage and Hour, COBRA, affordable healthcare, and Family Medical Leave.
E. The Vendor will furnish all information and reports required by the City of Jackson.

The Vendor will make affirmative efforts to utilize minority business enterprises for suppliers and subcontractors and will document efforts made to the City.

SECTION 17 - PAYMENT:

A. The City shall pay the Vendor within forty-five (45) days of its inspection and certification that the work has been satisfactorily completed.
B. The City may withhold sums for liquidated damages from the final payment.

SECTION 18 - GENERAL PROVISIONS:

A. This Contract shall consist of this agreement and related attachments. This Contract and related attachments contain all the representations, rights, duties and obligations of the parties, and any prior oral or written agreement not contained within this Contract and related attachments shall not be binding upon or inure to the benefit of any of the parties.
B. The failure of the City to insist upon a specific performance or condition by the Vendor shall not constitute a waiver unless the City expressly waives the performance or condition in writing.
C. The provisions of this Contract shall be construed severally to the extent practical. Therefore, if any provision of this Contract is adjudged to be illegal, unlawful, or invalid by a court of competent jurisdiction, then the invalid provision shall not result in the nullification of the entire Contract unless the Contract cannot be practically construed in the absence of the invalid provision.

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute a contract with Jones Landscape and Contractor Services LLC, upon receipt of a written Notice to Proceed, remove trash and debris and remedy conditions on the property located at 0 W Bell St., which has been deemed to be a menace to public health, safety, and welfare.

IT IS FURTHER HEREBY ORDERED that a sum not to exceed $999.00 shall be paid to Jones Landscape and Contract Services LLC, upon the completion of the services provided from funds budgeted for the Division.

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

01/12/2026
DATE

	POINTS	COMMENTS
1.	**Brief Description/Purpose**	This item provides for the remedying of conditions for case adjudicated a menace by the City Council. The Order is asking that the Mayor be authorized to execute a contract for the completion of work to improve public health, safety and welfare.
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 2. Crime Prevention 7. Quality of Life
3.	**Who will be affected**	All City of Jackson residents.
4.	**Benefits**	Cleaning of private properties will remove threats to the health, safety and welfare of surrounding residents while improving the conditions of the community.
5.	**Schedule (beginning date)**	To be determined pending execution of contract.
6.	**Location:** ▪ **WARD** ▪ **CITYWIDE (yes or no) (area)** ▪ **Project limits if applicable**	WARD 7
7.	**Action implemented by:** ▪ **City Department** ☐ ▪ **Consultant** ☐	DEPARTMENT OF PLANNING AND DEVELOPMENT COMMUNITY IMPROVEMENT DIVISION
8.	**COST**	$975.00
9.	**Source of Funding** ▪ **General Fund** ▪ **Grant** ☐ ▪ **Bond** ☐ ▪ **Other** ☐	GENERAL FUNDING (001-444-70-6447)
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 ___

THE CITY OF
JACKSON
MISSISSIPPI

Memo

To: John H. Horhn, Mayor

From: Angela Brown, Director
Planning and Development

Date: 5/28/2026

Re: Agenda Item

The attached agenda item is an Order requesting that the Mayor execute a contract with Jones Landscape and Contractor Services LLC to cut grass and weeds, shrubbery, fence line, bushes, and saplings for certain parcels of real property in the City of Jackson declared to be a menace to public health, safety and welfare pursuant to Section 21-19-11 of Mississippi Code.

Therefore, we respectfully request that you authorize the execution of contracts from project select and awarded to the said contractor for the following case #CE-24-1812.

Thank you for your prompt consideration in this matter.

Office of the City Attorney

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

OFFICE OF THE CITY ATTORNEY

This **ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND JONES LANDSCAPE AND CONTRACTOR SERVICES LLC TO CUT GRASS, WEEDS, SHRUBBERY, FENCE LINE, BUSHES AND SAPLINGS, AND PERFORM OTHER WORK TO REMEDY THE CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #CE-24-1812 LOCATED AT 0 W BELL ST.– PARCEL #94-128 $999.00 (WARD 3)** is legally sufficient for placement in NOVUS Agenda.

Sondra Moncure

Sondra Moncure, *Special Assistant*

8/13/2024

Date

5

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ORDINANCE AMENDING THE CITY OF JACKSON CLASSIFICATION AND COMPENSATION PLAN TO ADD JOB CLASSIFICATIONS OF INVESTIGATOR AND PUBLIC RECORDS ADMINISTRATOR FOR THE OFFICE OF THE CITY ATTORNEY

WHEREAS, during Fiscal Year 26-27 budget adoptions, the City Council authorized the creation of positions for Investigator and Public Records Administrator, to be housed in the Office of the City Attorney; and

WHEREAS, the creation of the Investigator position is necessary to support field inspections, evidence gathering, and administrative follow-up to ensure residential and commercial properties comply with local anti-blight ordinances, litter laws, and safety codes, and also to assist the Office of the City Attorney in pursuing appropriate legal actions to enforce applicable blight and nuisance legal requirements. The investigator will work to resolve violations cooperatively with property owners and through official legal actions, while also providing general litigation support in the form of witness interviews, service of process, and similar actions; and

WHEREAS, the creation of the Public Records Administrator position is necessary for managing, coordinating, and processing public records requests throughout all City departments in accordance with applicable state laws, municipal policies, and legal requirements. This position will serve as a central point of contact for requests submitted under public records laws and work to ensure timely, accurate, and legally compliant responses; and

WHEREAS, the tasks performed by the Investigator and Public Records Administrator are essential to supporting the day-to-day operations of the Office of the City Attorney and will be supervised by the appropriate Special Assistants to the City Attorney and by the City Attorney; and

WHEREAS, at its regularly scheduled meeting on October 8, 2026, the Civil Service Commission approved the creation of both positions; and

WHEREAS, the Office of the City Attorney requested that the Department of Human Resources conduct a job analysis to establish the classification, salary, and job descriptions for both positions; and

WHEREAS, the Department of Human Resources surveyed similar positions in municipalities located in the southeastern United States, in order to create appropriate job classifications and to set compensation for both positions; and

WHEREAS, the salary survey disclosed that salaries for positions equivalent to the Investigator position fell within a range of $51,200.00 to $96,180.00; and

WHEREAS, it is recommended that the job classification of Investigator be added to the City Compensation Plan as a pay range 33, with annual compensation of $56,655.12 to $68,560.08; and

Agenda Item # 7
November 3, 2026
(D.Martin, Horhn)

WHEREAS, the salary survey disclosed that salaries for positions equivalent to the Investigator Public Records Administrator position fell within the range of $47,397.00 to $98,412.00; and

WHEREAS, it is recommended that the job classification of Public Records Administrator be added to the City Compensation Plan as a pay range 31, with annual compensation of $51,588.24-$62,385.12; and

WHEREAS, the best interest of the City of Jackson would be served by adding the classifications of Investigator and Public Records Administrator to the City's Compensation Plan at a pay rate comparable to the compensation paid by comparable Southeastern cities; and

WHEREAS, the Office of the City Attorney has informed the Department of Human Resources that it has monies in its budget to cover the recommended pay ranges for these positions, which were authorized by the City Council during the adoption of the 2026-2027 budget.

IT IS, THEREFORE, ORDERED that the Pay Plan adopted by the City Council on September 22, 1998, found in the Minute Book 4Y, be further amended to add the position of Investigator with a pay range of 33 ($56, 655.12-$68,560.08) and the position of Public Records Administrator with a pay range of 31 ($51,588.24-$62,385.12) to be effective immediately.

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 **ORDINANCE AMENDING THE CITY OF JACKSON CLASSIFICATION AND COMPENSATION PLAN TO ADD JOB CLASSIFICATIONS OF INVESTIGATOR AND PUBLIC RECORDS ADMINISTRATOR FOR THE OFFICE OF THE CITY ATTORNEY** is legally sufficient for placement in NOVUS Agenda.

10/26/26

Drew M. Martin, *City Attorney*
Sondra Moncure, *Special Assistant*
Monica Clay, *Sr. Deputy City Attorney*

DATE

MEMORANDUM

TO: Mayor John Horhn

FROM: Drew Martin, Director
Office of the City Attorney

DATE: October 20, 2026

RE: ORDINANCE AMENDING THE CITY OF JACKSON CLASSIFICATION AND COMPENSATION PLAN TO ADD JOB CLASSIFICATIONS OF A PUBLIC RECORDS ADMINISTRATOR AND INVESTIGATOR FOR THE OFFICE OF THE CITY ATTORNEY

Compensation Comparison Chart: Investigator & Public Records Administrator

CITIES SURVEYED	Investigator (Range 33 Analog)		Public Records Administrator (Range 31 Analog)	
Current Salary Range	Minimum	Maximum	Minimum	Maximum
Mobile, Alabama	$ 60,156.00	$ 96,180.00	$ 61,560.00	$ 98,412.00
Little Rock, Arkansas	$ 51,200.00	$ 78,500.00	$ 47,397.00	$ 70,148.00
CITY OF JACKSON	NA	NA	NA	NA
MEDIAN	$55,678.00	$87,340	$54,478.50	$84,280.00
6 1/2% Above Median	$ 59,297.07	$93,017.10	$ 58,019.70	$89,758.20
Nearest Pay Range	R33		R31	
Step 1 of Nearest Pay Range	$56,655.12	$68,560.08	$51,588.24	$62,385.12

Drew Martin, Office of the City Attorney, requested that the Department of Human Resources conduct a *job analysis* for the creation of classifications of Investigator and Public Records Administrator.

Purpose: This job analysis was conducted to review the organization, salary, and duties of the Investigator and Public Records Administrator and make recommendations necessary for an efficient and effective operation.

Scope: The Southeastern Cities surveyed were: Little Rock, Arkansas, and Mobile Alabama.

In an effort for the City to recruit the experience needed and compete with other jurisdictions, we are requesting that the Pay Plan adopted by the City Council on September 22, 1998, found in the Minute Book 4Y, be further amended to add the Investigator with a pay range of 33 ($56,655.12 - $68,560.08) and Public Records Administrator with a pay range of 31 ($51,588.24 - $62,385.12) to be effective immediately.

If you have any questions or concerns, please feel free to contact me at 601-960-1327.

/dm

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET November 3, 2026

	POINTS	COMMENTS
1.	**Brief Description/Purpose**	**ORDINANCE AMENDING THE CITY OF JACKSON CLASSIFICATION AND COMPENSATION PLAN TO ADD JOB CLASSIFICATIONS OF INVESTIGATOR AND PUBLIC RECORDS ADMINISTRATOR FOR THE OFFICE OF THE CITY ATTORNEY**
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	Changes in City Government
3.	**Who will be affected**	
4.	**Benefits**	To service the City of Jackson
5.	**Schedule (beginning date)**	January 1, 2027 – December 31, 2027
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
8.	**COST**	
☐ ☐ ☐ ☐ 9.	**Source of Funding** § **General Fund** § **Grant** § **Bond** § **Other**	I
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 __

JOB DESCRIPTION

Position: Investigator
Department: Office of the City Attorney
Division: N/A
Reports to:
Status: Regular, Full-time, Non-Exempt
Pay Grade:

SUMMARY:

This is specialized duty work in the protection of life and property through the enforcement of laws and ordinances of the City of Jackson. This role involves field inspections, evidence gathering, and administrative follow-up to ensure residential and commercial properties comply with local anti-blight ordinances, litter laws, and safety codes. The investigator works to resolve violations cooperatively with property owners or through official legal citations. The primary job responsibilities are:

Complaint Investigation: Respond to and investigate blight complaints submitted by residents, city staff, or other municipal departments.

Notice and Enforcement: In coordination with Code Enforcement, Issue warning notices, violation letters, and official citations to non-compliant property owners, outlining corrective actions and deadlines

Case Resolution & Follow-Up: Perform scheduled follow-up inspections to verify whether violations have been corrected. Coordinate remediation, liens, or court hearings for persistent non-compliance.

Field Inspections: Patrol neighborhoods and conduct on-site investigations of residential, commercial, and vacant properties to spot structural deterioration, overgrown vegetation, accumulated trash, or abandoned/inoperable vehicles

Communication Skills: Excellent verbal and written communication skills to handle difficult public interactions and document legal findings.

Technical Knowledge: Ability to interpret local ordinances, draw basic site diagrams, and utilize mobile or office software for tracking cases.

Minimum Qualifications

- **Education:** High School Diploma or GED required. An Associate's or Bachelor's degree in Criminal Justice, Public Administration, Paralegal/Legal Studies, or a closely related field is **preferred, but not required**.
- **Experience:**
- *With a High School Diploma / GED:* Four (4) to five (5) years of full-time professional experience in code enforcement, law enforcement, regulatory compliance, land record auditing, or legal investigations.

- *With an Associate's Degree:* Three (3) years of qualifying experience.
- *With a Bachelor's Degree:* One (1) to two (2) years of qualifying experience.
- Licensure & Certifications:
- Valid Mississippi Driver's License (Required).
- *Preferred/Requirement within 12–18 months of hire:* Mississippi Association of Code Enforcement (MACE) certification, International Code Council (ICC) Property Maintenance & Housing Inspector certification, or equivalent state/national code certification.

Core Competencies & Legal Protections

To protect the City of Jackson's enforcement revenue and legal standing, the position description formally requires the following advanced skill sets:

- **Constitutional Due Process:** Foundational knowledge of statutory notice requirements, property owner rights, and strict timelines regarding administrative citations and property condemnation protocols.
- **Judicial Navigation:** Advanced capability to perform comprehensive property title and deed ownership searches within county land records to identify legally responsible parties.
- **Evidentiary Testimony:** The ability to compile precise, clear, and legally defensible investigative case files, and confidently deliver expert or material testimony under cross-examination in the municipal and state court systems

Professional Interface: High-level oral and written communication skills necessary to manage delicate, adversarial, or complex interactions with property owners, private legal counsel, and judicial personnel.

Examples of Work

Patrols designated areas of the City to detect violations, investigate issues of urban blight, and enforce all applicable City ordinances and State laws.

Serves as a liaison between the Department of Neighborhood Development and the Jackson Police Department.

Answers calls and complaints involving violations; renders assistance as requested to Municipal Enforcement, Fire Department personnel, or any other law enforcement agency as required.

Photographs properties, obtains witness statements, and testifies in court regarding citations and enforcement actions.

Interviews witnesses, collects information, and prepares detailed reports.

Interviews persons with complaints or inquiries and provides proper disposition or referral to appropriate authorities.

Provides instruction or guidance to the public on laws, ordinances, and general information.

Attends required training classes including enforcement methods, first aid, firearm proficiency, and other related subjects.

Maintains ACJIS and NCIC training as required.

Reports CEU certification hours and course completions for certification compliance in accordance with State of Mississippi law.

Maintains awareness of persons of known criminal activity and locations of questionable legality within the City.

Serves warrants, subpoenas, and other legal notices issued by City, County, and State courts.

Investigates criminal activity and coordinates with all sections of Municipal Enforcement, Neighborhood Development, and the Municipal Court.

Issues citations as necessary; prepares criminal offense reports.

Assists Municipal Court in processing civil and criminal cases related to litter, blight, and other lawful orders.

Maintains records of all violations handled and maintains close liaison with Municipal Enforcement officers and investigators.

PHYSICAL AND MENTAL DEMANDS:

- Hearing, seeing, speaking.
- Reading, reasoning, problem solving.
- Communicating verbally and in writing to employees, supervisors, and citizens.
- Frequent interruptions.
- Contact with the public - inperson and via phone.

WORK ENVIRONMENT:

While performing the duties of this job, the employee regularly works in an office setting with a controlled climate where they sit and work on a computer, communicate by telephone, email, or in person. The employee regularly travels to other locations for investigations. The noise level in the work environment is usually moderate.

The primary purpose of this job description is to aid in establishing this specific job classification. The list is not all inclusive of the total scope of duties that may be necessary to be performed in relation to this position. The qualifications listed are guidelines. Alternative qualifications may be substituted if sufficient to perform the duties.

Position Merit Classification

This position is recommended for inclusion in the **Classified Service Plan**. This structure guarantees a uniform standard of specialized clerical-legal oversight. Minimum qualifications are explicitly aligned with competitive compensation scales to attract candidates capable of mitigating city risk and maintaining total compliance infrastructure.

MEMORANDUM & SALARY SURVEY REPORT

TO: Drew Martin, City Attorney
Sondra Moncure, Special Assistant - Transactions

FROM: Monica J. Clay, Senior Deputy City Attorney

DATE: October 23, 2026

SUBJECT: Municipal Salary Survey & Comparative Market Analysis: Public Records Administrator & Legal Department Investigator Classifications

I. PURPOSE & AUTHORITY

In accordance with Section 8.1.2 and Section 8.2 of the City of Jackson Personnel Handbook, pay ranges and flat rates assigned to classified civil service classifications must fairly reflect differences in duties and responsibilities while taking into account rates paid by other public employers for comparable work, recruitment/turnover factors, and financial conditions.

This survey provides a comparative public sector market analysis for two newly established civil service classifications within the Legal Department: **Public Records Administrator** and **Investigator.**

II. COMPARATIVE MUNICIPAL MARKET DATA (MISSISSIPPI BENCHMARKS)

To establish a defensible, realistic pay structure that respects municipal budget realities while remaining competitive within the Mississippi public sector labor market, data was gathered from comparable Southeastern Cities – Mobile, Alabama and Little Rock, Arkansas.[1]

---

1 **Mobile, Alabama**

- **Population:** ~183,000 to 199,000 (city proper / post-annexation scale)
- **Median Household Income:** ~$53,558

Little Rock, Arkansas

- **Population:** ~202,000 to 207,000
- **Median Household Income:** ~$63,003

Jackson, Mississippi

- **Population:** ~141,196 (City proper) / ~591,978 (Metropolitan area)
- **Median Household Income:** ~$43,238 to $44,516

Methodological Note on Population & Scope: While regional municipal data provides baseline public sector benchmarks, Jackson's population (~141,000+) is comparable to the selected cities, but differs with regard to local median income (~$43,238 – $44,516 compared to Mobile's ~$53,558 and Little Rock's ~$63,003). Direct "apples-to-apples" municipal comparisons have inherent limitations due to these economic scale disparities; smaller or differently structured regional labor markets operate under cost variations that can influence baseline figures. Consequently, this salary survey incorporates a standard adjustment factor of **6½% above the calculated median** to ensure local recruitment viability and account for internal parity within the legal department framework.

For both positions, Public Records Administrator and Investigator, the actual payroll, job description, and classification were reviewed. The following specific records were consulted:

1. **Little Rock, Arkansas:** Structured classification details and salary administration guidelines are managed through the City of Little Rock Human Resources Divisions, which handles job description development, pay grade recommendations, and classification compensation surveys for administrative and compliance tracks.
2. • **Mobile, Alabama:** Official pay tables, grade assignments, and classification structures for municipal positions are governed by the Mobile Civil Service Personnel Board Agency Pay Tables, which outline the structured yearly salary steps for the City of Mobile framework.

III. PROPOSED CITY OF JACKSON PAY RANGES

Based on the comparative market data above and internal equity considerations within the City of Jackson's compensation framework, the following pay ranges are recommended for adoption:

CITIES SURVEYED	Investigator		Public Records Administrator	
Current Salary Range	Minimum	Maximum	Minimum	Maximum
Mobile, Alabama	60,156.00| 96,180.00	61,560.00| 98,412.00		
Little Rock, Arkansas	51,200.00| 78,500.00	47,397.00| 70,148.00		

CITIES SURVEYED	Investigator		Public Records Administrator	
CITY OF JACKSON	NA	NA	NA	NA
MEDIAN	$55,678.00 \vert{} $ 87,340.00*	$54,478.50 \vert{} $ 84,280.00*		
6 1/2% Above Median	59,297.07| 93,017.10	58,019.60| 89,758.20		
Nearest Pay Range	R33		R31	
Step 1 of Nearest Pay Range	$56,655.12– $68,560.08		$51,588.24– $62,385.12	

** Note: The figures displayed for the MEDIAN row represent the median minimum salary and the median maximum salary calculated across the surveyed cities. The subsequent "6 1/2% Above Median" row reflects a 6.5% upward adjustment applied to those respective median minimums and maximums.*

IV. CONCLUSION & RECOMMENDATION

The proposed salary ranges satisfy the mandatory considerations set forth in Section 8 of the Personnel Handbook by accounting for actual regional public employer rates, addressing critical compliance demands, and establishing scalable career tiers for investigative and records operations.

It is recommended that the Mayor's Office and the City Council approve these assigned ranges upon recommendation of the Department of Personnel Management for inclusion in the upcoming November Council agenda.

Mobile Civil Service

Blight Inspector

CLASS CODE	16710	**SALARY**	$0.00 Annually
ESTABLISHED DATE	October 06, 2026	**REVISION DATE**	October 05, 2026

Kind of Work

This is specialized duty work in the protection of life and property through the enforcement of laws and ordinances of the City of Mobile, Alabama. This position is contingent upon annual grant funding renewal and continued availability of program funding.

Examples of Work

Patrols designated areas of the City on foot or in a Municipal Enforcement radio-equipped vehicle, prevent and detect violations, investigate issues of urban blight, and enforce all applicable City ordinances and State laws.

Directs traffic and enforces motor vehicle operation and parking regulations.

Serves as a liaison between the Department of Neighborhood Development and the Mobile Police Department.

Answers calls and complaints involving violations; renders assistance as requested to Municipal Enforcement, Fire Department personnel, or any other law enforcement agency as required.

Secures scenes, obtains witness statements, and makes arrests when authorized by law; testifies in court regarding citations and enforcement actions.

Administers first aid at accident scenes. Interviews witnesses, collects information, and prepares detailed reports.

Interviews persons with complaints or inquiries and provides proper disposition or referral to appropriate authorities.

Provides instruction or guidance to the public on laws, ordinances, and general information.

Attends required training classes including enforcement methods, first aid, firearm proficiency, and other related subjects.

Maintains ACJIS and NCIC training as required.

Reports CEU certification hours and course completions for APOST certification compliance in accordance with State of Alabama law.

Maintains awareness of persons of known criminal activity and locations of questionable legality within the City.

Serves warrants, subpoenas, and other legal notices issued by City, County, and State courts.

Investigates criminal activity and coordinates with all sections of Municipal Enforcement, Neighborhood Development, and the Municipal Court.

Issues citations as necessary; prepares criminal offense reports.

Assists Municipal Court in processing civil and criminal cases related to litter, blight, and other lawful orders.

Maintains records of all violations handled and maintains close liaison with Municipal Enforcement officers and investigators.

Minimum Qualification Requirements

Graduation from a standard senior high school or GED, preferably supplemented by college coursework in criminal justice or law enforcement. Bachelor of Science in Criminal Justice or a related graduate degree preferred; experience working with the public in varying circumstances.

Essential Requirements of the Work

Knowledge of enforcement methods, practices, and procedures, and be able to apply this knowledge effectively.

Knowledge of International Property Maintenance code

Skill in preparation of clear and comprehensive reports.

Ability to interact courteously yet firmly with the public and communicate effectively.

Ability to maintain effective working relationships with employees, Municipal Enforcement personnel, and the general public.

Ability to adhere to all conduct guidelines reflected in Municipal Enforcement General Orders and Memorandum Orders.

This position may be required to work extended hours before, during and/or after a disaster, including additional responsibilities outside of normal operations. May be deployed as needed, in emergency or exigent circumstances, to serve as part of the regular sworn enforcement force.

Special Requirement

Must be an APOST-certified Police Officer. Must successfully complete and maintain required minimum standards training for recognition as a sworn law enforcement officer with the State of Alabama. Must possess a valid Alabama driver's license. Must be at least 21 years of age (no maximum age limit). Within one year of employment, must complete IPMC training and earn national certification as an IPMC Code Enforcement Investigator.

Distinguishing Features of the Work

An employee in this position is responsible for investigating Municipal Property Maintenance Codes and assisting Municipal Enforcement Officers (MEOs) with property inspections or related enforcement functions designed to maintain public order. Work assignments are received from the Office of the Mayor or the Director of Neighborhood Development (or their designee) and, when necessary, from the Office of the Director of Public Safety or the Chief of Police of the City of Mobile.

Working Test Period (WTP)

1 year

Mobile Civil Service

RECORDS AND INFORMATION MANAGER

CLASS CODE 2869 **ESTABLISHED DATE** July 05, 2022

REVISION DATE July 07, 2022

Kind of Work

This is professional and supervisory work with the Records and Information Management Department for the Mobile County Commission.

Examples of Work

(Any one position may not include all of the duties listed nor do the listed examples include all tasks which may be found in positions of this class.)

Organizes, assigns, supervises and coordinates the operations of the Mobile County Mail Center, Mobile County Administration Information Center and all other assigned administrative staff. Develops and implements policies, standards and procedures needed for record and data management systems and protocols.

Updates record maintenance and operational procedures as needed or resulting from audits.

Supervises records management policies intended to standardize filing, protecting, and retrieving records, reports, and other information contained on various storage media.

Coordinates and schedules the purging of files and the determination of files to be permanently stored in compliance with established guidelines.

Provides consultative training and support for employee awareness in regards to compliance with policies, regulations, and minimum retention guidelines.

Maintains confidentiality of all files, records and documents according to established guidelines and the law.

Reviews and analyzes existing records management systems and procedures and modifies as necessary.

Coordinates routine maintenance with vendors to ensure equipment is serviced on a timely basis and performing at maximum efficiency.

Manages the information desks while performing follow-up on a variety of requests for information or public complaints, providing information, and referring inquiries to other sources as required.

Directs the Mobile County Nonemergency Information System (County Communications Center) by helping solve problems, obtaining information, and submitting requests for service.

Manages the operations of the County mail center by supervising the receiving, processing, and sending of all types of mail for the employing jurisdiction.

Establishes and maintains effective working relationships within the department, with other divisions, agencies, suppliers, vendors, and the general public.

Responds to and resolves customer complaints to ensure customer satisfaction and other departmental standards are maintained.

Communicates clearly and effectively in both oral and written form with employees, management, and the general public.

Contracts vendors to manage the Mobile County Indigent Burial Program and Deceased Body Transport system effectively.

Supervises the management and maintenance of hardcopy documents including assigning storage locations and tracking records when requested by a department, agency, or employees.

Oversees the County Commission's information governance strategy by developing appropriate retention and disposal schedules for electronic and hardcopy content in accordance to federal, state, and local laws and ordinances.

Advises on new records and information management policies and procedures based on legislative changes and improvements in recognized best information management practices.

Tests the safeguards and controls of the records and information systems. Prepares reports for the County Administrator and assists with the collection and/or dissemination of information.

Monitors telephone interaction of staff with community answering complaints, requesting information and scheduling appointments.

Assists the County Administrator by transcribing recorded discussion in meetings, investigations and other confidential matters.

Schedules department and staff meetings.

Prepares annual budget for Records and Information Management Department.

Ensures department goals are met, confirming accuracy and completeness in the time control system.

Provides guidance to the business regarding records and information management related matters and assists them in records compliance activities.

Implements the management and maintenance process of electronic information/documents particularly in OnBase (Information platform for managing content).

Researches and resolves customer issues, modifying work procedures as needed.

Interprets policies and procedures for staff to ensure quality and compliance.

Safeguards record information confidentiality by appropriate release of documentation.

Ensures all record equipment is maintained to maximum efficiency requirements by using standard operating procedures.

Performs related work as required.

Minimum Qualification Requirements

Attainment of a minimum of a bachelor's degree from a recognized college or university in Public Administration, Communication, Journalism, or a related field of study; preferably a records and archive management specialization degree or certification and three years responsible administrative and supervisory experience; preferably in local government or a combination of education and experience equivalent to these requirements.

Essential Requirements of the Work

Thorough knowledge of technology applications related to retention and reporting of records and information.

Good knowledge of pertinent Federal, Alabama State and local laws, codes and regulations in regards to the maintenance of documents. Knowledge of word and excel.

Knowledge of the principles and practices of public administration.

Knowledge of record management principals, practices, methods, and techniques.

Knowledge of procedures and legal requirements necessary to maintain, achieve, preserve, and protect agency records.

Knowledge of office management principles and practices.

Some knowledge of local government organization and administration.

Skill in supervision, training, and performance evaluation.

Skill in business letter writing and basic report preparation.

Skill at organization and detail. Skill in customer service.

Ability to establish and implement policies, systems, and procedures in accordance to widely accepted management practices and technique. Ability to work independently.

Ability to maintain confidentiality of information by complying with privacy and disclosure laws and ordinances.

Ability to write clear and concise reports, memoranda, directives and letters.

Ability to meet with citizens and professionally, tactfully, courteously, effectively communicate.

Ability to maintain effective working relationships with government officials, other employees and the general public.

PHYSICAL REQUIREMENTS: Ability to exert physical effort in sedentary to light work, which may involve some lifting, carrying, pushing or pulling of objects or materials.

Distinguishing Features of the Work

An employee in this class is responsible for performing specialized work requiring expertise in the acquiring, managing and organizing of records and information in compliance with federal, state and local requirements for the Mobile County Commission. Work is performed independently and in accordance with established guidelines and policies in compliance with statutory obligations under the general direction of the Mobile County Administrator and Deputy County Administrator. Supervision is exercised over the Mobile County Administration Records Department, Mobile County Administration Information Center, Mobile County Mail Center and administration staff as required.

Working Test Period (WTP)

1 year

City of Little Rock Employment

City of Little Rock

Investigator (Part Time)

CLASS CODE
PD-07V-PT
SALARY

$28.00 Hourly

ESTABLISHED DATE
July 30, 2025
REVISION DATE
September 23, 2025
CLASS CODEPD-07V-PT
SALARY
$28.00 Hourly

ESTABLISHED DATEJuly 30, 2025
REVISION DATESeptember 23, 2025

SAFETY/SECURITY SENSITIVE DESIGNATION & JOB OBJECTIVE

This position is designated as a safety/security sensitive position and is subject to random drug and alcohol screening.

ESSENTIAL FUNCTIONS & SUPERVISORY RESPONSIBILITIES

JOB OBJECTIVE: To assist LRPD investigations as assigned.

ESSENTIAL JOB FUNCTIONS:

1. Access and review cases for investigative leads.
2. Locate and re-interview witnesses identified in assigned cases.
3. Review evidence acquired in initial investigations as determined by detective supervisors.
4. Respond to subpoenas and give competent testimony in criminal cases.
5. Operation of a vehicle in the course of assigned responsibilities.

MINIMUM QUALIFICATIONS & ADDITIONAL REQUIREMENTS

5 years of investigative experience as a detective. Experience in case file review and preparation. Investigative experience should include ability to give testimony on findings developed during follow up investigations. Interview experience of witnesses and suspects under Miranda.

ADDITIONAL REQUIREMENTS: None

DISCLAIMER:

This document does not create an employment contract, implied or otherwise.

SECONDARY DUTIES

1. Performs other related duties as required

KNOWLEDGE, SKILLS AND ABILITIES

- Knowledge of city computer network system protocols.
- Knowledge of Arkansas Rules of Criminal Procedure
- Ability to operate a vehicle.
- Ability to obtain ACIC and NCIC clearance and operate these information systems.

PHYSICAL REQUIREMENTS - REPRESENTATIVE OF THOSE REQUIRED TO PERFORM THE JOB

Non-DOT Drug/Alcohol Screening, Criminal History Background Check, Sex Offender Status Check - all Levels, Motor Vehicle Report Check, Criminal Background completed by the LRPD.

Job Description

Position: Public Records Administrator
Department: Office of the City Attorney
Division: N/A
Reports To:
Status: Regular, Full-Time, Non-Exempt
Pay Grade:

SUMMARY:

The Public Records Administrator is responsible for managing, coordinating, and processing public records requests in accordance with applicable state laws, agency policies, and legal requirements. This position serves as a central point of contact for requests submitted under public records laws and ensures timely, accurate, and legally compliant responses. The Records Administrator works closely with legal counsel, the municipal clerk, City department leadership, and records custodians to locate, review, organize, and provide responsive records while maintaining confidentiality and protecting sensitive information. The essential functions of the position are to receive, review, track, and coordinate responses to public records requests submitted to the City. The Records Administrator serves as the primary liaison between requestors, departments, records custodians, the Municipal Clerk, and the Legal Department regarding public records matters. Reviews requests to determine scope, applicable deadlines, required records, and appropriate routing for response. Coordinates with departments to identify, collect, and compile responsive documents, reports, correspondence, electronic records, and other requested materials. Assists legal staff with reviewing records for compliance with applicable laws, exemptions, confidentiality requirements, and agency policies prior to release. Maintains accurate tracking systems for all public records requests, including request dates, status updates, correspondence, responses, fees, and final disposition. Prepares acknowledgment letters, status updates, correspondence, and final response documentation for public records requests. Ensures records are properly organized, maintained, retained, and accessible in accordance with records management requirements. Assists in developing and maintaining procedures, guidelines, and standard operating practices related to public records requests. Provides guidance to City personnel regarding records request procedures, documentation requirements, and compliance expectations. Maintains confidentiality and exercises discretion when

- Knowledge of the principles, practices, and techniques of communications and marketing concepts and strategies.
- Knowledge of the practices and techniques of web publishing methods, graphic design, and social media methods.
- Knowledge of City of Jackson organizational structure, policies, and operations.
- Skill in the developing and implementing print and electronic publications and communications.
- Skill in the use of office equipment and technology, including computers and a variety of related software, and the ability to master new technologies.
- Skill in preparing accurate and professional documents, records, reports, and correspondence.
- Ability to type and enter data with speed and accuracy.
- Ability to communicate effectively and present ideas and concepts orally and in writing and make presentations in the public forum.
- Ability to establish effective working relationships and use good judgment, initiative and resourcefulness when dealing with employees, City of Jackson officials, professional contacts, community leaders, the media, and the public.
- Ability to coordinate multiple tasks, problem-solve, and work effectively under stress, within deadlines and changes in work priorities.

PHYSICAL AND MENTAL DEMANDS:

- Hearing, seeing, speaking.
- Reading, reasoning, problem solving.
- Communicating verbally and in writing to employees, supervisors, and clients.
- Frequent interruptions.
- Contact with residents and visitors, in person and via phone.

WORK ENVIRONMENT:

While performing the duties of this job, the employee regularly works in an office setting with a controlled climate where they sit and work on a computer, communicate by telephone, email, or in person, and move around the office to travel to other locations. The noise level in the work environment is usually moderate.

The primary purpose of this job description is to aid in establishing this specific job classification. The list is not all inclusive of the total scope of duties that may be necessary to be performed in relation to this position. The qualifications listed are guidelines. Alternative qualifications may be substituted if sufficient to perform the duties.

Position Merit Classification

This position is recommended for inclusion in the **Classified Service Plan**. This structure guarantees a uniform standard of specialized clerical-legal oversight. Minimum qualifications are explicitly aligned with competitive compensation scales to attract candidates capable of mitigating city risk and maintaining total compliance infrastructure.

City of Little Rock

Records Compliance Specialist

CLASS CODE
PD80-953-00
SALARY

$17.75 - $27.34 Hourly

$36,920.00 - $56,867.20 Annually

ESTABLISHED DATE
February 02, 2023
REVISION DATE
February 02, 2023
CLASS CODEPD80-953-00
SALARY
$17.75 - $27.34 Hourly

$36,920.00 - $56,867.20 Annually

ESTABLISHED DATEFebruary 02, 2023
REVISION DATEFebruary 02, 2023

SAFETY/SECURITY SENSITIVE DESIGNATION & JOB OBJECTIVE

This position is designated as a safety/security sensitive position and is subject to random drug and alcohol screening.

JOB OBJECTIVE: To enter, code, retrieve, and validate information and modify incomplete or incorrect information relative to warrants, stolen articles, stolen vehicles, and missing and warranted persons in the Police Department records management system and Arkansas Crime Information Center (ACIC)/National Crime Information Center (NCIC) computer system to ensure compliance with all applicable laws, guidelines, regulations, policies and procedures.

ESSENTIAL FUNCTIONS & SUPERVISORY RESPONSIBILITIES

1. Enters, codes and retrieves information relative to warrants, stolen articles, stolen vehicles, and missing and warranted persons in the Police Department records management system and Arkansas Crime Information Center (ACIC)/National Crime Information Center (NCIC) computer system.
2. Validates information entered in the Arkansas Crime Information Center (ACIC)/National Crime Information Center (NCIC) computer system and modifies incomplete or incorrect information based on criminal record information in document files, entry books, and other information received from

appropriate personnel relative to warrants, stolen articles, stolen vehicles, and missing and warranted persons to ensure information is in compliance with all applicable laws, guidelines, regulations, policies and procedures.

3. Reviews completed police reports to verify the accuracy of information entered in the ACIC/NCIC computer system made by other personnel to ensure it meets ACIC/NCIC criteria and standards; notifies appropriate personnel of modifications and corrections relating to data entered.
4. Monitors records data and conducts regular quality control audits to review entries and make necessary corrections to ensure the accuracy of information entered in ACIC/NCIC; ensures data is received and recorded from other police units; verifies use of appropriate offense categories; notifies supervisor of discrepancies; modifies and deletes data to ensure destruction of obsolete or unnecessary data in compliance with all applicable state, federal, accreditation and police standards; reviews accreditation related policies and procedures and makes recommendations for revision and implements upon approval.
5. Gathers documents and compiles information in preparation for Federal Bureau of Investigation (FBI), Criminal Justice Information Services (CJIS) and Arkansas Crime Information Center (ACIC) audits; answers questions and provides information to auditors during audits.
6. Receives information and transmits messages to other law enforcement agencies regarding the status of warrants, stolen articles, stolen vehicles, and missing and warranted persons utilizing the ACIC/NCIC computer system.
7. Conducts ACIC Basic certification and recertification training for Departmental personnel, other employees and agencies as requested; administers certification tests; monitors certification expiration dates of Departmental personnel; notifies appropriate supervisor when re-certification is due; schedules basic and advanced level ACIC training with ACIC for Departmental employees and other City approved users; provides training to Departmental personnel regarding data entry requirements and computer research procedures.
8. Serves as Departmental liaison to ACIC relative to software and hardware problems; requests the addition and deletion of personnel requiring ACIC access; answers questions and provides information regarding ACIC system; troubleshoots and resolves errors with ACIC computer or contacts ACIC for appropriate resolution.
9. Enters Departmental personnel driver's license information required as a condition of employment into the Arkansas State Vehicle Safety Program database to monitor driving record statuses; notifies appropriate personnel of changes in driving status; deletes personnel from system upon termination of employment.
10. Reviews the daily stolen property report to ensure accuracy of information by contacting police personnel or citizens to update and modify incident report information and to enter or modify associated ACIC/NCIC data.
11. Assists supervisor in establishing and maintaining computerized record-keeping systems and procedures; assists in process for security clearance for police computer files; assigns security access based upon job requirements, maintains and resets user identification and password files for all employees utilizing the Police computer system.
12. Composes and types correspondence, narrative and statistical reports, and special materials; operates a scanner to enter maps, pictures, and other graphic material.
13. Provides administrative support to other Departmental personnel in the compilation and preparation of reports and presentations.
14. Answers questions and provides information to citizens and other agencies regarding records information.
15. Prepares and maintains hard copy and computerized inventory log sheets of criminal record information; compiles regular status reports based on audits.
16. Operates a computer utilizing database, desktop publishing, spreadsheet, and word processing software in the performance of essential job functions.

SUPERVISORY RESPONSIBILITIES: None.

MINIMUM QUALIFICATIONS & ADDITIONAL REQUIREMENTS

These knowledge, skills, and abilities are usually, although not always, acquired through the completion of two (2) years of college or vocational-technical school coursework in Computer Operations, Office Procedures, or a related area, and two (2) years of experience in computerized records maintenance or related area. Equivalent combinations of education and experience will be considered.

ADDITIONAL REQUIREMENTS:

- Must possess a valid Arkansas Class D (Non-Commercial Vehicle) Driver's License before employment and maintain licensure for the duration of employment in this position.
- Must possess a valid Arkansas Crime Information Center (ACIC)/National Crime Information Center (NCIC) Level 1, Basic Terminal Operator, and Level 2, Advanced Operator, certifications within six (6) months of employment in this position and maintain certifications for the duration of employment in this position.
- Must possess Learning Transfer and Impact, Train the Trainer certification through Arkansas Crime Information Center (ACIC) prior to conducting ACIC certification training in this position and maintain certification for the duration of employment in this position.
- Prior to any exposure to criminal justice information must obtain Criminal Justice Information System (CJIS) security and privacy certification and maintain the certification for the duration of employment in this position.

DISCLAIMER: This document does not create an employment contract, implied or otherwise.

APPLICATION REQUIREMENTS

- Online applications only
- Applicant's answers to supplemental questions will be used to screen for minimum qualifications electronically.
- Please include a complete work history when completing application. Work history may impact initial salary offer amount for the successful candidate.
- List of qualified applicants will be considered active for up to six (6) months and may be used to fill future openings with same or similar minimum qualifications.
- All communication regarding application status will be sent to candidates via text message/ email address listed on account.
- You may check your NeoGov inbox to review all notices sent to the email address associated with your applications.
- Applicants may check application status for any position by logging into their account at or contacting Human Resources at (501) 371-4590 if they are having computer difficulties.

SECONDARY DUTIES

1. Performs other related duties as required.

KNOWLEDGE, SKILLS AND ABILITIES

- Knowledge of hard copy and computer filing and record-keeping systems.
- Knowledge of standard office practices, procedures and quality control techniques.
- Knowledge of ACIC/NCIC system codes, procedures and security requirements.
- Knowledge of data entry methods and techniques.
- Knowledge of English grammar, spelling, punctuation, and sentence structure.
- Knowledge of computer fundamentals and business software, including database, desktop publishing, graphics, spreadsheet, and word processing software.
- Skill in the operation of a computer, utilizing database, desktop publishing, graphics, spreadsheet, and word processing software.
- Skill in the operation of a computer terminal.

- Skill in the operation of a scanner.
- Ability to interpret ACIC/NCIC codes.
- Ability to conduct basic level ACIC training.
- Ability to validate and modify data in the ACIC/NCIC computer system.
- Ability to read and enter data into a computer system.
- Ability to code information for entry into a computer system.
- Ability to establish and maintain computerized record-keeping systems.
- Ability to analyze information to detect trends.
- Ability to detect discrepancies and errors in large volumes of data and records.
- Ability to train others in data entry methods and techniques.
- Ability to compile and prepare narrative and statistical reports.
- Ability to communicate effectively, both orally and in writing.

PHYSICAL REQUIREMENTS - REPRESENTATIVE OF THOSE REQUIRED TO PERFORM THE JOB

The physical demand characteristics and activities indicated below are representative of those that will be required to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

	YES	NO
work involves lifting, pushing, pulling or carrying 40 pounds or more		X
work involves the operation of earth-moving equipment or commercial motor vehicles		X
work involves the operation of non-commercial motor vehicles		X
work involves the operation of tools such as axes, shovels, sling blades		X
work involves the operation of motorized equipment such as chain saws, power saws, jackhammers, lawn mowers, tractors		X
work involves balancing, bending, climbing, stooping, twisting, or reaching out in unusual positions		X
work involves sitting for long periods of time	X	
work involves running, standing, or walking over a long period of time		X
works above ground or floor level, such as on stools or ladders		X
works in a relatively high average degree of temperature over a long period of time		X
work involves considerable physical exertion of the whole body over a long period of time		X
work involves exposure to hazardous conditions		X
work requires near vision (20 inches or less)	X	
work requires distance vision (20 feet or more)	X	
work involves detection of color differences	X	
work involves determination of the correct location of a sound, such as footsteps		X
work involves hearing and understanding conversation or sounds		X
work involves speaking/talking	X	

"For purposes of physical demands, the chart above subsumes the chart below."

Strength Level	Duration of lifting or carrying	Level of Strength
Sedentary work	Seldom lifts up to 10 pounds. Occasionally lifts up to 10 pounds. Frequently lifts an object weighing less than 1 pound. Constantly lifts objects with no weight. Spends less than 33% of the average workday standing.	
Light work	Seldom lifts up to 11-25 pounds. Occasionally lifts up to 11-25 pounds. Frequently lifts 1 – 10 pounds. Constantly lifts objects with a weight of 1 pound or less.	
Medium work	Seldom lifts up to 26-50 pounds. Occasionally lifts up to 26-50 pounds. Frequently lifts 11 – 25 pounds. Constantly lifts objects with a weight of 1 10 pounds.	
Heavy work	Seldom lifts up to 51-100 pounds. Occasionally lifts up 51-100 pounds. Frequently lifts 26-50 pounds. Constantly lifts objects with a weight of 11 - 25 pounds.	
Very Heavy work	Seldom lifts over 100 pounds. Occasionally lifts over 100 pounds. Frequently lifts over 50 pounds. Constantly lifts objects with a weight over 25 pounds.	

City of Little Rock

Supervisor, Records

CLASS CODE
PD80-677-00
SALARY

$20.26 - $31.21 Hourly

$42,149.00 - $64,909.00 Annually

ESTABLISHED DATE
July 05, 2012
REVISION DATE
July 05, 2012
CLASS CODEPD80-677-00
SALARY

$20.26 - $31.21 Hourly

$42,149.00 - $64,909.00 Annually

ESTABLISHED DATEJuly 05, 2012
REVISION DATEJuly 05, 2012

SAFETY/SECURITY SENSITIVE DESIGNATION & JOB OBJECTIVE

This position is not designated as a safety/security sensitive position and is not subject to random drug and alcohol screening.

JOB OBJECTIVE: To plan and direct the operations of the Records Section of the Little Rock Police Department, including the Uniform Crime Report (UCR) services, and computerized filing and imaging systems.

ESSENTIAL FUNCTIONS & SUPERVISORY RESPONSIBILITIES

1. Builds strong, respectful relationships through direct engagement with staff, fostering a supportive and collaborative work environment. Promotes teamwork, acknowledges employee contributions, and ensures all staff feel valued and heard. Upholds a culture of accountability while advancing excellence in public service.
2. Plans and directs the operations of the Records Section of the Little Rock Police Department, including the Uniform Crime Report (UCR) services, and computerized filing and imaging systems.
3. Reviews completed reports for accuracy and approves information to be entered into the Police computer terminal; supervises the entry of information; reviews entry problems and special requests.
4. Ensures Uniform Crime Report (UCR) compliance with state, federal, and accreditation standards; monitors all Uniform Crime Report (UCR) codes on Part I and Part II (Offense) reports to ensure compliance with national standards; ensures the Monthly Uniform Crime Report is accurate and complete; responds to inquiries from Arkansas Crime Information Center (ACIC) personnel regarding UCR reporting.

5. Directs, schedules, instructs, assigns, prioritizes and evaluates the work activities of assigned personnel; develops training materials for new and current employees; schedules and conducts training classes; maintains employee records and Workers' Compensation information; approves vacation, sick leave, and other leaves of absence for assigned personnel.
6. Responds to system emergencies including those occurring on weekends and after hours; determines if emergency is due to operator error or if system maintenance is needed.
7. Responds to telephone calls from citizens concerning record information and unusual personnel record requests.
8. Monitors computer printouts to determine efficiency and productivity results; completes productivity reports and reviews performance records with each employee to ensure they meet established work standards.
9. Supervises provision of requested information under Arkansas Freedom of Information Act (FOIA) to ensure compliance with requests.
10. Provides information for modifications to court dockets to requiring parties.
11. Writes bid specifications and agreements for contracted work.
12. Provides information to and makes request of the Department of Information Technology on software developments and application to operation; recommends changes as needed.
13. Operates a computer, utilizing spreadsheet and word processing software to generate correspondence, memoranda, and reports.

SUPERVISORY RESPONSIBILITIES: Assistant Records Supervisor, Office Assistants II, Transcriptionists.

MINIMUM QUALIFICATIONS & ADDITIONAL REQUIREMENTS

These knowledge, skills, and abilities are usually, although not always, acquired through completion of two (2) years of vocational-technical school coursework in office administration, or a related area, two (2) years of experience in office administration or in an advanced clerical position and two (2) years of supervisory experience. Equivalent combinations of education and experience will be considered.

ADDITIONAL REQUIREMENTS: Prior to any exposure to criminal justice information must obtain Criminal Justice Information System (CJIS) security and privacy certification and maintain the certification for the duration of employment in this position.

DISCLAIMER: This document does not create an employment contract, implied or otherwise.

SECONDARY DUTIES

1. Develops and implements policies and procedures to ensure the maintenance of computerized and hard-copy record keeping systems and files and the timely preparation and entry of reports.
2. Ensures bundling and distribution of reports to requiring parties.
3. Develops and administers training programs regarding the Records Section for Police Department personnel.
4. Reviews daily revenue reports and ensures the preparation of daily bank deposits; reviews monies submitted for large orders.
5. Conducts research, analyzes data, and compiles monthly, quarterly, annual, and special narrative and statistical reports providing conclusions and recommendations.
6. Prepares tentative annual budget figures for the Records Section, with justification for major changes and purchases; ensures expenditures do not exceed allocated budget.
7. Requisitions office supplies, materials and services for the maintenance and repair of office equipment; approves purchase requisitions in compliance with budget and procedural constraints.
8. Performs monthly maintenance on Minolta Optical Disk system computerized files and records.
9. Performs other related duties as required.

KNOWLEDGE, SKILLS AND ABILITIES

- Knowledge of standard office practices and procedures.
- Knowledge of hard copy and computer filing and record-keeping systems.
- Knowledge of English grammar, and syntax.
- Knowledge of budget processes.
- Knowledge of computer fundamentals and business software, including spreadsheet and word processing software.
- Knowledge of research methods and techniques.
- Knowledge of descriptive statistics.
- Skill in the operation of microcomputer, utilizing spreadsheet and word processing software.
- Skill in the operation of a computer terminal.
- Skill in the operation of a typewriter.
- Skill in the operation of a records imaging system.
- Ability to develop policies and procedures.
- Ability to maintain an inventory of office supplies.
- Ability to determine annual budget requirements and monitor budget expenditures for budgetary compliance.
- Ability to review purchase requisitions for compliance with budget constraints.
- Ability to provide assistance with the development of bid specifications and agreements.
- Ability to establish and maintain hard copy and computer filing and record-keeping systems.
- Ability to perform mathematical calculations.
- Ability to conduct research and analyze and compile data.
- Ability to prepare narrative and statistical reports.
- Ability to collect and balance money.
- Ability to compute fees and charges.
- Ability to plan and direct the work activities and monitor performance of assigned personnel.
- Ability to communicate effectively, both orally, with individuals and groups, and in writing.

PHYSICAL REQUIREMENTS - REPRESENTATIVE OF THOSE REQUIRED TO PERFORM THE JOB

The physical demand characteristics and activities indicated below are representative of those that will be required to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

	YES	NO
work involves lifting, pushing, pulling or carrying 40 pounds or more		
work involves the operation of earth-moving equipment or commercial motor vehicles		
work involves the operation of non-commercial motor vehicles		
work involves the operation of tools such as axes, shovels, sling blades		
work involves the operation of motorized equipment such as chain saws, power saws, jackhammers, lawn mowers, tractors		
work involves balancing, bending, climbing, stooping, twisting, or reaching out in unusual positions		
work involves sitting for long periods of time	X	
work involves running, standing, or walking over a long period of time		
works above ground or floor level, such as on stools or ladders		
works in a relatively high average degree of temperature over a long period of time		

work involves considerable physical exertion of the whole body over a long period of time		
work involves exposure to hazardous conditions		X
work requires near vision (20 inches or less)		
work requires distance vision (20 feet or more)		
work involves detection of color differences		
work involves determination of the correct location of a sound, such as footsteps		
work involves hearing and understanding conversation or sounds		
work involves speaking/talking	X	

"For purposes of physical demands, the chart above subsumes the chart below."

Strength Level	Duration of lifting or carrying	Level of Strength
Sedentary work	Seldom lifts up to 10 pounds. Occasionally lifts up to 10 pounds. Frequently lifts an object weighing less than 1 pound. Constantly lifts objects with no weight. Spends less than 33% of the average workday standing.	
Light work	Seldom lifts up to 11-25 pounds. Occasionally lifts up to 11-25 pounds. Frequently lifts 1 – 10 pounds. Constantly lifts objects with a weight of 1 pound or less.	
Medium work	Seldom lifts up to 26-50 pounds. Occasionally lifts up to 26-50 pounds. Frequently lifts 11 – 25 pounds. Constantly lifts objects with a weight of 1 10 pounds.	
Heavy work	Seldom lifts up to 51-100 pounds. Occasionally lifts up 51-100 pounds. Frequently lifts 26-50 pounds. Constantly lifts objects with a weight of 11 - 25 pounds.	
Very Heavy work	Seldom lifts over 100 pounds. Occasionally lifts over 100 pounds. Frequently lifts over 50 pounds. Constantly lifts objects with a weight over 25 pounds.	

City of Little Rock

Code Enforcement Officer I

CLASS CODE
HN30-231-00
SALARY

$16.70 - $25.72 Hourly

$34,736.00 - $53,493.00 Annually

ESTABLISHED DATE
March 31, 2009
REVISION DATE
March 01, 2022
CLASS CODEHN30-231-00
SALARY

$16.70 - $25.72 Hourly

$34,736.00 - $53,493.00 Annually

ESTABLISHED DATEMarch 31, 2009
REVISION DATEMarch 01, 2022

SAFETY/SECURITY SENSITIVE DESIGNATION & JOB OBJECTIVE

This position is not designated as a safety/security sensitive position and is not subject to random drug and alcohol screening.

JOB OBJECTIVE: To regularly inspect single and multi-family residential structures, premises and vacant lots for compliance with all applicable policies, procedures, codes, ordinances and laws; issues citations for housing and nuisance code and ordinance and parking in the yard violations.

ESSENTIAL FUNCTIONS & SUPERVISORY RESPONSIBILITIES

1. Performs regular inspections of existing single and multi-family residential structures and premises to include the condition of floors, walls, ceilings, doors, windows, electrical, plumbing, gas piping, heating equipment, foundation, stairs and porches, siding, roofs and overhangs, accessory structures, exterior premises, immobilized vehicles on residential property, vacant lots, potential homeless camp sites, burnout and unsafe properties, to identify if code violations exist in compliance with all applicable policies, procedures, codes, ordinances and laws; notifies supervisor of life threatening conditions and unforeseen situations found during inspections.
2. Notifies property owner and/or agent of violations that must be corrected within established time frame in compliance with all applicable city ordinances.
3. Conducts follow-up inspections to monitor and verify compliance with previously issued violation notices.
4. Issues citations to property owner and/or agent based on inspection findings and parking in the yard violations; takes photographs of violations; testifies in court regarding citations issued for violations of the city housing and nuisance codes and ordinances.

5. Receives and investigates written, telephone and two-way radio dispatched complaints from citizens or other Code Enforcement Staff regarding violations of the housing and nuisances codes and ordinances.
6. Inspects and identifies illegally dumped materials on curbsides and picks up specific items to include furniture and tires and transports to landfill or requests bulky item pickup via 311 system; notifies appropriate personnel of other items to be picked up.
7. Answers questions and provides information to citizens regarding potential code and ordinance violations; explains and clarifies code-related information for issues between property owners and tenants.
8. Provides assistance to the Redevelopment Administrator by compiling requested information and various documents relating to properties in the foreclosure process by the City of Little Rock.
9. Attends local Neighborhood Association meetings to answer questions and provide information regarding potential city code violations.
10. Compiles information relating to non-complaint property owners and/or agents and provides to City Attorney's office for the preparation of administrative search warrant for properties.
11. Delivers violation notices for state owned properties to State Land Commissioner.
12. Provides training to new Code Enforcement Officers as assigned.
13. Researches deeds, maps, abstracts and other records to determine ownership of properties.
14. Establishes and maintains hard copy and electronic files and records of code enforcement inspections and other related documents in compliance with Departmental policies and procedures.
15. Prepares status reports of code enforcement-related activities; submits reports to supervisor.
16. Provides technical and clerical assistance in the coordination and implementation of special activities, events, disasters, and projects as assigned.
17. Performs inspections of existing residential structures for citizens seeking housing rehabilitation loans and grants to determine types of repairs needed; prepares written report of inspection findings and submits to the City Development and Block Grant Division.
18. Compiles information for special reports regarding housing, premise, and vacant lot conditions within the City or areas to be annexed.
19. Operates a computer utilizing word processing and database software to prepare reports, correspondence and maintain computer files and records.
20. Operates an assigned City automobile in the performance of essential job functions.

MINIMUM QUALIFICATIONS & ADDITIONAL REQUIREMENTS

These knowledge, skills, and abilities are usually, although not always, acquired through completion of high school, and one (1) year of experience in housing and premise inspection OR one (1) year of experience in building construction/rehabilitation OR one (1) year of experience in housing damage assessment or related areas OR two (2) years of demonstrated customer service experience to include work experience in conflict resolution, mediation, complaint investigations or a related area and one (1) year of personal computer experience. Equivalent combinations of education and experience will be considered.

ADDITIONAL REQUIREMENTS:

- Must possess a valid Arkansas Class D (Non-Commercial Vehicle) Driver's License before employment and maintain licensure for the duration of employment in this position.
- Must possess Citation Authority Certification within six (6) months of employment and maintain certification for the duration of employment in this position.
- Must be able to work nights and weekends as required.

DISCLAIMER:

This document does not create an employment contract, implied or otherwise.

APPLICATION REQUIREMENTS

- Online applications only
- Applicant's answers to supplemental questions will be used to screen for minimum qualifications electronically
- Testing requirements may include a computerized skills assessment.
- Please include a complete work history when completing application. Work history may impact initial salary offer amount for the successful candidate.
- List of qualified applicants will be considered active for up to six (6) months and may be used to fill future openings with same or similar minimum qualifications.
- All communication regarding application status will be sent to candidates via text message/ email address listed on account.
- You may check your NeoGov inbox to review all notices sent to the email address associated with your applications.
- Applicants may check application status for any position by logging into their account at or contacting Human Resources at (501) 371-4590 if they are having computer difficulties.

SECONDARY DUTIES

1. Performs other related duties as required.

KNOWLEDGE, SKILLS AND ABILITIES

- Knowledge of basic principles and practices of public program administration and municipal government operations.
- Knowledge of effective customer service skills and techniques.
- Knowledge of records keeping skills and practices.
- Knowledge of computer fundamentals and business software, including database, spreadsheet, and word processing software.
- Skill in the operation of a computer, utilizing database, spreadsheet and word processing software.
- Skill in the operation of photographic and video equipment.
- Skill in the operation of an automatic transmission automobile.
- Ability to learn and apply housing and nuisance codes, and enforcement procedures.
- Ability to learn and apply federal, state, and city housing and premise codes and ordinances.
- Ability to learn and apply housing and premise code inspection practices and procedures.
- Ability to learn and apply approved building materials and installation practices.
- Ability to learn and apply the procedures and policies for issuing citations and warrants.
- Ability to read, interpret and comprehend laws, codes, and ordinances.
- Ability to read, interpret, and comprehend federal housing rehabilitation rules and regulations.
- Ability to identify code violations during the inspection of existing residential structures, and vacant lots in sometimes undesirable conditions.
- Ability to prepare detailed reports and standard form letters.
- Ability to locate, read, and interpret legal descriptions, maps, and ownership records.
- Ability to maintain hard copy and computer files and record-keeping systems.
- Ability to deal with irate, hostile, difficult or diverse citizens in a professional manner.
- Ability to diffuse tense or stressful situations and gain cooperation through discussion and persuasion.
- Ability to communicate effectively, both orally and in writing.

PHYSICAL REQUIREMENTS - REPRESENTATIVE OF THOSE REQUIRED TO PERFORM THE JOB

The physical demand characteristics and activities indicated below are representative of those that will be required to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

	YES	NO
work involves lifting, pushing, pulling or carrying 40 pounds or more		X
work involves the operation of earth-moving equipment or commercial motor vehicles		X
work involves the operation of non-commercial motor vehicles	X	
work involves the operation of tools such as axes, shovels, sling blades		X
work involves the operation of motorized equipment such as chain saws, power saws, jackhammers, lawn mowers, tractors		X
work involves balancing, bending, climbing, stooping, twisting, or reaching out in unusual positions	X	
work involves sitting for long periods of time	X	
work involves running, standing, or walking over a long period of time	X	
works above ground or floor level, such as on stools or ladders	X	
works in a relatively high average degree of temperature over a long period of time	X	
work involves considerable physical exertion of the whole body over a long period of time		X
work involves exposure to hazardous conditions	X	
work requires near vision (20 inches or less)	X	
work requires distance vision (20 feet or more)	X	
work involves detection of color differences	X	
work involves determination of the correct location of a sound, such as footsteps	X	
work involves hearing and understanding conversation or sounds	X	
work involves speaking/talking	X	

"For purposes of physical demands, the chart above subsumes the chart below."

Strength Level	Duration of lifting or carrying	Level of Strength
Sedentary work	Seldom lifts up to 10 pounds. Occasionally lifts up to 10 pounds. Frequently lifts an object weighing less than 1 pound. Constantly lifts objects with no weight. Spends less than 33% of the average workday standing.	
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Heavy work	Seldom lifts up to 51-100 pounds. Occasionally lifts up 51-100 pounds. Frequently lifts 26-50 pounds. Constantly lifts objects with a weight of 11 - 25 pounds.	
Very Heavy work	Seldom lifts over 100 pounds. Occasionally lifts over 100 pounds. Frequently lifts over 50 pounds. Constantly lifts objects with a weight over 25 pounds.	

8

ORDINANCE OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI HONORARY RENAMING MEDGAR EVERS BLVD. AT THE INTERSECTION OF MARTIN LUTHER KING JR. DRIVE. (FREEDOM CORNER) TO POCAHONTAS AVE TO KOLEN WILEY STREET.

WHEREAS, Kolen Wiley was a one-year-old child from Senatobia, Mississippi, whose young life was tragically cut short in an incident involving a law enforcement officer; and

WHEREAS, every child deserves the opportunity to grow, thrive, and experience life, and the loss of a child under such tragic circumstances leaves a lasting impact on families and communities; and

WHEREAS, the Jackson City Council recognizes the importance of preserving the memory of Kolen Wiley and honoring his life while acknowledging the grief experienced by his family and loved ones; and

WHEREAS, the honorary designation of a portion of Medgar Evers Boulevard, extending from its intersection with Martin Luther King Jr. Drive, commonly known as Freedom Corner, to Pocahontas Avenue, as "Kolen Wiley Street" will serve as a lasting tribute to his memory and a reminder of the value of every human life; and

NOW, THEREFORE, BE IT ORDAINED by the City Council of Jackson, Mississippi, that the portion of Medgar Evers Boulevard extending from its intersection with Martin Luther King Jr. Drive (Freedom Corner) to its intersection with Pocahontas Avenue is hereby honorary designated as "KOLEN WILEY STREET" in loving memory of Kolen Wiley.

BE IT FURTHER ORDAINED, that this honorary designation shall serve as a permanent tribute to the life and memory of Kolen Wiley and shall not alter the official name of Medgar Evers Boulevard or existing street addresses along the designated portion of the roadway.

SO ORDAINED, this the _____ day of November, 2026.

Introduction to Ordinance
Agenda Item No. 8
Date: November 3, 2026
By: Stokes

9

ORDINANCE OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI, RESCINDING AND REPEALING THE ORDINANCE ADOPTED ON JULY 14, 2026, ESTABLISHING A TEMPORARY MORATORIUM ON THE DEVELOPMENT AND EXPANSION OF DATA CENTERS UNTIL A REGULATORY FRAMEWORK IS APPROVED BY THE GOVERNING AUTHORITY.

WHEREAS, on July 14, 2026, the City Council of Jackson, Mississippi, adopted an ordinance entitled "ORDINANCE OF THE JACKSON CITY COUNCIL ESTABLISHING A TEMPORARY MORATORIUM ON THE DEVELOPMENT AND EXPANSION OF DATA CENTERS UNTIL A REGULATORY FRAMEWORK IS APPROVED BY THE GOVERNING AUTHORITY"; and

WHEREAS, the aforementioned ordinance established a temporary moratorium for a period of one hundred eighty-three (183) calendar days from its effective date, restricting the acceptance, processing, and approval of certain development applications related to data centers and data center-related facilities within the City of Jackson; and

WHEREAS, the moratorium was established to allow the City of Jackson an opportunity to evaluate potential impacts on municipal infrastructure, utilities, environmental conditions, land use compatibility, and surrounding communities while considering appropriate regulatory standards; and

WHEREAS, Section 3(b) of the aforementioned ordinance expressly provides that the moratorium may be terminated, extended, or modified by the City Council in accordance with state law; and

WHEREAS, the City Council, following further review and consideration, desires to rescind and repeal the temporary moratorium established by the ordinance adopted on July 14, 2026; and

NOW, THEREFORE, BE IT ORDAINED by the City Council of Jackson, Mississippi, that the ordinance adopted on July 14, 2026, entitled "ORDINANCE OF THE JACKSON CITY COUNCIL ESTABLISHING A TEMPORARY MORATORIUM ON THE DEVELOPMENT AND EXPANSION OF DATA CENTERS UNTIL A REGULATORY FRAMEWORK IS APPROVED BY THE GOVERNING AUTHORITY," is hereby rescinded and repealed in its entirety.

BE IT FURTHER ORDAINED, that this Ordinance shall take effect in accordance with applicable Mississippi law and the publication requirements governing municipal ordinances.

SO ORDAINED, this the _____ day of **November**, 2026.

Agenda Item No. 9
November 3, 2026
(Stokes)

10

ORDINANCE ESTABLISHING A LEISURE AND RECREATION DISTRICT WITHIN THE CORPORATE BOUNDARIES OF THE CITY OF JACKSON, MISSISSIPPI AT 4465 I-55 NORTH, WHICH IS THE LOCATION OF BANNER HALL, AND DESIGNATING THE GEOGRAPHIC AREAS INCLUDED WITHIN AND BOUNDARIES OF SAID DISTRICT, AND FOR RELATED PURPOSES

BE IT ORDAINED by the Mayor and City Council of the City of Jackson, Mississippi:

WHEREAS, the Department of Planning and Development recommends that the City of Jackson establish a leisure and recreation district at the location which occupies Banner Hall
WHEREAS, the City of Jackson, Mississippi ("City") is a municipal corporation, organized and existing according to the laws of the State of Mississippi; and

WHEREAS, Miss. Code Section 67-1-101 authorizes the governing authority of the City to establish one or more leisure and recreation districts within the corporate boundaries of the municipality and designate the geographic area or areas to be included within a district, and

WHEREAS, the City Council for the City recognizes the benefits of community events and attractions, and the potential benefits of an entertainment district to expand activities and events for City residents, and

WHEREAS, Miss. Code Section 67-1-101 requires that an Ordinance which establishes a "Leisure and Recreation District" shall "include a detailed description of the area or areas within the district, the boundaries of the district and a georeferenced map of the district" as well as a description of the "manner in which the municipality will provide for the adequate law enforcement and other public safety measures and services within the district", and

WHEREAS, the Department of Planning will work with the City's Chief of Police to ensure that there is an adequate plan for police response to ensure public safety within the Leisure and Recreation District. and

WHEREAS, municipalities which create "Leisure and Recreation Districts" authorize business entities that hold alcoholic beverage permits issued by the Department of Revenue and that are located within the boundaries of the "Leisure and Recreation District" to allow patrons to exit the licensed premises with an open container of alcohol and allow those patrons to carry and consume alcoholic beverages within a designated "Leisure and Recreation District", subject to certain conditions, and

WHEREAS, the governing authority of the City has determined and hereby finds that the City would benefit from the establishment of a "Leisure and Recreation District" within portions of the Central Business District area by enhancing pedestrian-oriented areas, and

WHEREAS, nothing herein is intended to confer any rights or entitlement as the sale of alcohol within an area designated as a "Leisure and Recreation District" is a privilege and not a right and further is subject at all times to reasonable regulation, and

WHEREAS, the governing authority of the City has further determined that establishment of a "Leisure and Recreation District" within portions of the Central Business District area would be in the best interests of the City, and

WHEREAS, subject to the terms and limitations of Miss. Code Section 67-1-101, and this Ordinance, the City hereby establishes a "Leisure and Recreation District" at 4465 I-55 North commonly referred to as Banner Hall.

Agenda Item # 10
November 3, 2026
(Brown, Horhn)

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF JACKSON, MISSISSIPPI, AS FOLLOWS:

1. That the matters, facts and things recited in the above and foregoing Preamble to this Ordinance are hereby adopted as the official findings of the Governing Authority of the City of Jackson.

2. That the Code of Ordinances of the City of Jackson, Mississippi is hereby amended to add the following Ordinance, to read as follows:

ORDINANCE ESTABLISHING LEISURE AND RECREATION DISTRICT

SECTION 1. ***Creation and Establishment of District.***

Under the authority granted by Miss. Code Section 67-1-101, there is hereby established a "Leisure and Recreation District" in portions of the of the City of Jackson within the geographic areas and within such boundaries as are set forth and designated herein and as represented on the geo-referenced Map which is incorporated herein and included as an Exhibit to this Ordinance.

SECTION 2. ***Name and Boundaries of District.***

The "Leisure and Recreation District" established herein shall be known as the "*Banner Hall Leisure and Recreation*" (herein after "the District") and shall have the following as its boundaries:

Begin c/l closed Spruce St at W/S New Hwy 51 thence W 250 feet
S 25 Ft W 160.2 Ft SW 65.4 Ft SE 454.6 FT N/LY 336.9 Ft to Beg
In Lots 7&8 Trawick Est SY Less 0.3 AC E/S to Hwy

The above bearing the physical address of 4465 I 55 North

SECTION 3. ***Outside Consumption of Alcoholic Beverages Permitted; Conditions.***

Any on-premise retail alcoholic beverage permittee (hereinafter "permittee") located within the District shall comply with all laws, rules and regulations which govern its license type, except that a patron, guest or member of that permittee may remove an open container of alcoholic beverage

and/or wine from the licensed premises, and may possess and consume the alcoholic beverage and/or wine outside of the licensed premises anywhere within the boundaries of the District subject to the following regulations:

A. A person may not enter a licensed premises with an alcoholic beverage, whether acquired at that licensed premises or elsewhere.

B. A permittee located in the districts may allow alcoholic beverages, as defined in the ordinance creating the applicable leisure and recreation district, to be removed from the licensed premises only in a paper, styrofoam or plastic cup, not larger than 32 fluid ounces in size, and no such alcoholic beverages shall be removed from the licensed

premises in a can, bottle, glass container or other container, except as otherwise allowed by law.

C. No permittee shall allow a patron, guest or member to exit its licensed premises with more than one open container of alcoholic beverages, and it shall be unlawful for any person to exit such licensed premises with more than one such open container.

D. Permittees located in the District shall post, at all points of egress from the licensed premises, a map of the boundaries or the District in which it is located. The map shall be provided, either in electronic or paper form, to those permittees by the City upon request of the permittees.

E. Nothing in this Ordinance shall be construed to require a permittee located in the District to allow its patrons to remove alcoholic beverages and/or wine in open containers from the licensed premises.

F. Permittees located in the District who participate and allow patrons to remove alcoholic beverages in open containers shall locate a City approved garbage container at entrances to and exits from the permitted premises.

G. Nothing in this ordinance shall be construed to limit the enforcement of the City of Jackson Smoking Ban Ordinance.

H. Nothing in this ordinance shall be construed to limit any City of Jackson Policeman from having and exercising the power, authority and duty to prevent the assemblage, either upon the sidewalks, streets, or alleys of the City, congregations of person, if in the opinion or judgment of any such officer, when any such gathering is of sufficient magnitude and number to interfere with public travel of the City either on foot or otherwise. Such officer is hereby given the power and authority and it is hereby made his duty to cause such congregation of any of kind above enumerated to be dispersed, and if any person so assembling shall fail when so ordered by any such officer, to disperse, any such person so failing to disperse when so ordered shall be guilty of a misdemeanor and upon conviction, shall be subject to punishment in accordance with Mississippi Code Section 21-13-19 and other applicable State law and local ordinance.

I. Nothing in this ordinance shall be construed to allow for any licensed premises to sell alcoholic beverages at different hours than other restaurants or licensed premises located within the City.

SECTION 4. ***Public Safety Measures.***
Enforcement of the boundaries of the District shall be the responsibility of the Police Department. In addition, the Police and Fire Departments shall provide public safety services within the District in the same manner it provides those services in the remainder of the City. The adoption of this Ordinance does not render as lawful any otherwise unlawful conduct by any person except as explicitly provided herein and by Miss. Code Ann. Section 67-1-101. Specifically, the adoption of this Ordinance does not authorize any trespass on private property, unlawful parking on public property, unauthorized parking on private property, littering, loitering, or any other conduct prohibited by local ordinance or state law.

SECTION 5. Hours in Effect.

A person shall only possess an alcoholic beverage in the above prescribed container dispensed by a duly permitted establishment within the District boundaries between the following hours:

Monday	3:30 p.m. to 1:00 a.m. Tuesday
Tuesday	3:30 p.m. to 1:00 a.m. Wednesday
Wednesday	3:30 p.m. to 1:00 a.m. Thursday
Thursday	3:30 p.m. to 1:00 a.m. Friday
Friday	Noon to 1:00 a.m. Saturday
Saturday	Noon to 1:00 a.m. Sunday
Sunday	Noon to 1:00 a.m. Monday

Hours may be amended on specific days only on order of the City of Jackson Mayor and City Council.

SECTION 6. ***Definition of Alcoholic Beverages.***

For the purposes of this Ordinance, the term "alcoholic beverages" shall mean any alcoholic liquid, including wines of more than five percent (5%) of alcohol by weight, capable of being consumed as a beverage by a human being.

SECTION 7. The City reserves the right to modify or repeal this Ordinance, and any district designation created herein, at any time, with or without notice.

SECTION 8. All ordinances or parts thereof in conflict with this Ordinance are hereby declared to be inapplicable within the geographic boundaries of the "Leisure and Recreation District" created herein.

3. This Ordinance shall be in full force and effect thirty days following adoption. It shall be published according to law and shall be spread on the Minutes of the City Council for the City of Jackson and the Municipal Clerk shall provide a certified copy of this Ordinance to the Mississippi Department of Revenue upon its enactment.

Item No.: _____
Date: October 12, 2026
By: (Brown, Horhn)

Department of Planning and Development

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

MEMORANDUM

To: Mayor John Horhn

From: Angela Brown, Director

Date: October 12, 2026

Subject: Banner Hall Leisure and Recreation District

The Ordinance accompanying this Memorandum allows a Leisure and Recreation District to be created at Banner Hall.

A Leisure and Recreation District allows anyone 21, or older, the ability to carry alcohol outside of an establishment, into the open within the established district pursuant to the following rules:

A. A person may not enter a licensed premises with an alcoholic beverage, whether acquired at that licensed premises or elsewhere.

B. A permittee located in the district may allow alcoholic beverages, as defined in the ordinance creating the applicable leisure and recreation district, to be removed from the licensed premises only in a paper, styrofoam or plastic cup, not larger than 32 fluid ounces in size, and no such alcoholic beverages shall be removed from the licensed premises in a can, bottle, glass container or other container, except as otherwise allowed by law.

C. No permittee shall allow a patron, guest or member to exit its licensed premises with more than one open container of alcoholic beverages, and it shall be unlawful for any person to exit such licensed premises with more than one such open container.

D. Permittees located in the District shall post, at all points of egress from the licensed premises, a map of the boundaries or the District in which it is located. The map shall be provided, either in electronic or paper form, to those permittees by the City upon request of the permittees.

E. Nothing in this Ordinance shall be construed to require a permittee located in the District to allow its patrons to remove alcoholic beverages and/or wine in open containers from the licensed premises.

F. Permittees located in the District who participate and allow patrons to remove alcoholic beverages in open containers shall locate a City approved garbage container at entrances to and exits from the permitted premises.

G. Nothing in this ordinance shall be construed to limit the enforcement of the City of Jackson Smoking Ban Ordinance.

H. Nothing in this ordinance shall be construed to limit any City of Jackson Policeman from having and exercising the power, authority and duty to prevent the assemblage, either upon the sidewalks, streets, or alleys of the City, congregations of person, if in the opinion or judgment of any such officer, when any such gathering is of sufficient magnitude and number to interfere with public travel of the City either on foot or otherwise. Such officer is hereby given the power and authority and it is hereby made his duty to cause such congregation of any of kind above enumerated to be dispersed, and if any person so assembling shall fail when so ordered by any such officer, to disperse, any such person so failing to disperse when so ordered shall be guilty of a misdemeanor and upon conviction, shall be subject to punishment in accordance with Mississippi Code Section 21-13-19 and other applicable State law and local ordinance.

I. Nothing in this ordinance shall be construed to allow for any licensed premises to sell alcoholic beverages at different hours than other restaurants or licensed premises located within the City.

The authority to create a Leisure and Recreation district is granted by House Bill 1223, effective July 1, 2016, and codified in Miss. Code Ann. § 67-1-101, which permits and authorizes certain municipalities in the State of Mississippi to establish "Leisure and Recreation Districts" and to designate the geographic areas to be included within the district. Furthermore, during the 2018 Legislative Session, the Mississippi Legislature enacted Senate Bill 2588, effective July 1, 2018, which amended Miss. Code Ann. § 67-1-101 by providing that the governing authorities of a municipality, by ordinance, may establish one or more leisure and recreation districts within the corporate boundaries of the municipality and designate the geographic area or areas to be included within a district.

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET
DATE: 10-12-26

	POINTS	COMMENTS
1.	Brief Description	**ORDINANCE ESTABLISHING A LEISURE AND RECREATION DISTRICT WITHIN THE CORPORATE BOUNDARIES OF THE CITY OF JACKSON, MISSISSIPPI AT 4465 I-55 NORTH, WHICH IS THE LOCATION OF BANNER HALL, AND DESIGNATING THE GEOGRAPHIC AREAS INCLUDED WITHIN AND BOUNDARIES OF SAID DISTRICT, AND FOR RELATED PURPOSES**
2.	Purpose	To allow pedestrians to carry open containers as described in this Ordinance within the District
3.	Who will be affected	Banner Hall Patrons
4.	Benefits	To enhance to experience of their patrons
5.	Schedule (beginning date)	Upon Council Approval
6.	Location: ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable	Ward 7
7.	Action implemented by: ▪ City Department ▪ Consultant	Office of Planning and Economic Development
8.	COST	No Cost
9.	Source of Funding ▪ General Fund ▪ Grant ▪ Bond ▪ Other	
10.	EBO participation See attached sheets from Vendors	ABE _____% WAIVER yes ___ no ___ N/A __X__ AABE _____% WAIVER yes ___ no ___ N/A __X__ WBE _____% WAIVER yes ___ no ___ N/A __X__ HBE _____% WAIVER yes ___ no ___ N/A __X__ NABE _____% WAIVER yes ___ no ___ N/A __X__

Office of the City Attorney

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

OFFICE OF THE CITY ATTORNEY

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This **ORDINANCE TO ESTABLISH A LEISURE AND RECREATION DISTRICT BANNER HALL LOCATED AT 4465 INTERSTATE 55 NORTH IN JACKSON MISSISSIPPI** is legally sufficient for placement in NOVUS Agenda.

Sondra Moncure 10/12/2026

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

Carrie Johnson, *Senior Deputy City Attorney*



Exhibit 2

Legal Description

BEG C/L CLOSED SPRUCE ST AT W/S NEW HWY 51 THENCE W 250 FT S 25 FT W 160.2 FT SW 65.4 FT SE 454.6 FT N/LY 336.9 FT TO BEG IN LOTS 7 & 8 TRAWICK EST SY LESS 0.3 AC E/S TO HWY

DEPARTMENT OF PUBLIC SAFETY

STATE CAPITOL POLICE

350 High Street, Jackson, MS 39202 • (601) 359-3125

Commissioner Sean Tindell *Chief Wesley B. Luckey III*

August 24, 2026

Riley Nelson, Chief Enforcer
Mississippi Department of Revenue
Alcoholic Beverage Control
PO Box 22828
Jackson, MS 39225

Re: Enforcement of Local Option Alcoholic Beverage Control Laws;
State of MS, and Rules and Regulations of the MS Department of Revenue

Dear Mr. Nelson:

The City of Jackson has recently established a Leisure and Recreation District at "Banner Hall," pursuant to Miss. Code §67-1-101. The Capitol Police have jurisdiction within the Capitol Complex Improvement District (CCID) and will provide police services in accordance with the law within the jurisdiction of the City of Jackson, Mississippi.

The Capitol Police will be working in the area of "Banner Hall". Capitol Police is prepared to respond to any calls for service within Banner Hall within a timely manner with the appropriate manpower needed to address the issue of the call.

If I may be of further assistance, please feel free to contact me (601-359-3125).

Sincerely,

Wesley "Bo" Luckey
Chief of Police
Capitol Police Department

Businesses within Banner Hall with ABC Permits:

Broadstreet Bakery & Cafe

Levure Bottleshop

CITY OF JACKSON

Business License Division
Post Office Box 22708
Jackson, Mississippi 39225
601-960-1148

JACKSON DEPARTMENT OF PLANNING & DEVELOPMENT

BUSINESS LICENSE OCCUPANCY PERMIT

BL-59600

Business Name: Banner Hall, LLC	DBA: Banner Hall, LLC
Property Address: 4465 N HIGHWAY 55	Map Parcel Number: 437-297
Primary Owner Name: John Evans	Primary Owner Number: 601-927-2470
Key Holder Name: Doug Price	Key Holder Phone Number:601-937-1522

Nature of Business	Business Industry
	Retail Sales or Wholesale

Approved Use	Occupancy Restrictions
Yes - License Renewal	
Occupancy Floor/ Suite Use	**Occupancy Classification/Load**

Approved Permits	Approved Licenses
ABC Liquor Permit, expires	Adult Entertainment License, expires
MS Beer Permit, expires	Federal Firearms License (FFL), expires
MS DOH Food Service Permit, expires	MS DOH Medical Cannabis License, expires
Motor Vehicle Tag Permit, expires	MS DOR Medical Cannabis License, expires
	MS Pawn Broker License, expires

Additional Information:

1. Only the Permits and Licenses listed herein, denoted by an expiration date, allow the business to perform the corresponding action.
2. Permits and Licenses that have expired, and for which the updated and current Agency notice has not been submitted to the City of Jackson, will nullify this Business License until such time as the business has acquired the Agency's authorization to continue the action.

FY 26

Written Narrative of Project
Banner Hall Leisure and Recreational District Application

Banner Hall is a long-standing mixed-use commercial property in Jackson, Mississippi, known for its local restaurants, retail shops, professional services, and community-centered gathering spaces. For decades, Banner Hall has served as a neighborhood destination where residents, visitors, families, professionals, and students come together to dine, shop, meet, work, and linger.

The proposed Leisure and Recreational District would support Banner Hall's continued role as a vibrant, walkable destination by allowing patrons to move within the defined district boundaries while enjoying food, beverage, retail, and community experiences in a controlled and clearly designated area. The project is intended to enhance the guest experience, encourage longer visits, support local businesses, and create a more active and welcoming environment for the surrounding community.

Banner Hall is home to a thoughtful mix of locally owned and community-oriented businesses, including Broadstreet bakery, Lemuria bookstore, Levure Bottle Shop, specialty retail, salon services, interior design, formalwear, and other professional tenants. The property's three-story layout, central atrium, interior gathering areas, and tenant spaces naturally support the type of leisure and recreational activity contemplated by an LRD. Guests frequently visit multiple businesses during a single trip, whether stopping for coffee, meeting for lunch, browsing books, shopping, attending an event, or gathering with friends.

The establishment of an LRD at Banner Hall would help strengthen the property as a destination while supporting the broader economic vitality of the area. By encouraging cross-traffic among tenants, the district would benefit existing businesses, promote local spending, and create opportunities for small-scale events, seasonal activations, tenant collaborations, and community programming. These activities would be designed to complement Banner Hall's existing character as a safe, established, and family-friendly commercial property.

The proposed district would remain limited to the approved geographic boundaries of Banner Hall and would not extend beyond the designated area. Any privileges associated with the LRD would be managed in accordance with applicable Mississippi law, City of Jackson requirements, Department of Revenue regulations, and any rules established for the district. Participating businesses would remain responsible for complying with all applicable alcohol permitting, service, and safety requirements.

Public safety and responsible management are central to the intent of this project. The district would be clearly defined, and Banner Hall ownership and management would work with tenants, local officials, and law enforcement as needed to support safe operations. The goal is not to create an entertainment district that disrupts the surrounding area, but rather to formalize and enhance the existing pedestrian-friendly experience within an established commercial property.

In summary, the proposed Banner Hall Leisure and Recreational District is designed to support local business, encourage thoughtful community gathering, and strengthen an existing Jackson destination. The project aligns with Banner Hall's long-standing role as a place for food, books, beauty, shopping, meetings, and everyday connection. Approval of the LRD would allow Banner Hall to continue investing in the guest experience while promoting economic activity, responsible leisure, and community engagement within a clearly managed district.

11

9/14/26 A.M.

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 decided that it is in the best interest of Jackson to amend Chapter 2, Article IV, Section 2-336 of the City Ordinances. This change will transfer the Office of Housing and Community Development from the Department of Planning and Development to be directly managed and supervised by the Office of the Mayor.

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:

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.

(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.

(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.

Agenda Item # 11
November 3, 2026
(D.Martin, Horhn)

(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

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This **ORDINANCE OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI, AMENDING CHAPTER 2, ARTICLE IV OF THE CITY OF JACKSON CODE OF ORDINANCES RELATING TO DEPARTMENT** is legally sufficient for placement in NOVUS Agenda.

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

10/13/26
Date

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

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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:

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"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

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

Yeas – Brown-Thomas, Foote, Grizzell, Hartley, Parkinson and Stokes.
Nays – None.
Abstention – Clay.
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 Regular Council Meeting May 5, 2026 and recorded in Minute Book "7D, Pgs. 195-197".

WITNESS my signature and official seal of office, this the 14th day of September 2026.

CITY OF JACKSON MISSISSIPPI

Angela Harris

Angela Harris, Municipal Clerk

12

AN ORDINANCE OF THE JACKSON CITY COUNCIL AMENDING CHAPTER 26, ARTICLE XIII OF THE CODE OF ORDINANCES OF THE CITY OF JACKSON, MISSISSIPPI, REGARDING THE REGISTRATION AND MAINTENANCE OF VACANT BUILDINGS; ESTABLISHING THE CITY OF JACKSON VACANT PROPERTY LEXAN BLIGHT REDUCTION PROGRAM; REQUIRING CERTAIN VACANT BUILDINGS TO BE SECURED WITH ONE-HALF-INCH TRANSPARENT IMPACT-RESISTANT POLYCARBONATE MATERIAL; PROHIBITING THE USE OF PLYWOOD AS A CONTINUING METHOD OF SECURING VACANT BUILDINGS; ESTABLISHING MINIMUM MAINTENANCE, INSPECTION, COMPLIANCE, AND ENFORCEMENT REQUIREMENTS; AND FOR RELATED PURPOSES.

WHEREAS, the City Council of the City of Jackson, Mississippi, recognizes that vacant and abandoned buildings that are unsecured, improperly maintained, or visibly boarded with deteriorated plywood contribute to neighborhood blight and may facilitate unauthorized entry, illegal dumping, vandalism, fire hazards, criminal activity, declining property values, and other conditions detrimental to the health, safety, and welfare of residents; and

WHEREAS, the City of Jackson presently requires certain vacant buildings to be registered with the City and maintained in accordance with Chapter 26, Article XIII of the Code of Ordinances and other applicable property maintenance requirements; and

WHEREAS, the City Council finds that vacant-property registration must be accompanied by appropriate standards for securing and maintaining vacant structures in order to protect surrounding neighborhoods and encourage the rehabilitation and productive reuse of such properties; and

WHEREAS, traditional plywood boarding may deteriorate, become detached, be removed or penetrated, and contribute to the appearance of long-term abandonment and neighborhood disinvestment; and

WHEREAS, transparent, impact-resistant polycarbonate securing systems provide a more durable method of securing vacant structures while reducing the visual blight associated with plywood-boarded windows and other openings; and

WHEREAS, transparent securing systems also provide greater visibility into structures for authorized inspections, law enforcement, fire personnel, prospective purchasers, rehabilitation professionals, and other authorized persons while maintaining protection against unauthorized entry; and

WHEREAS, the City Council desires to establish a uniform citywide standard requiring the use of one-half-inch transparent impact-resistant polycarbonate material, commonly known by the trade name Lexan, for securing applicable openings of vacant structures;

Agenda Item # 12
November 3, 2026
(Grizzell)

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF JACKSON, MISSISSIPPI, THAT CHAPTER 26, ARTICLE XIII OF THE CODE OF ORDINANCES OF THE CITY OF JACKSON IS HEREBY AMENDED AS FOLLOWS:

SECTION 1. SHORT TITLE.

This Ordinance shall be known and may be cited as the "City of Jackson Vacant Property Lexan Blight Reduction Ordinance."

The program established pursuant to this Ordinance shall be known as the "Vacant Property Lexan Blight Reduction Program."

SECTION 2. PURPOSE AND INTENT.

The purposes of this Ordinance are to:

1. Protect the health, safety, and welfare of the residents of the City of Jackson;
2. Prevent unauthorized entry into vacant buildings and structures;
3. Reduce vandalism, illegal dumping, fire hazards, criminal activity, and other dangerous conditions associated with unsecured vacant property;
4. Reduce the visual blight associated with plywood-boarded structures;
5. Establish a uniform and durable standard for securing vacant structures;
6. Preserve vacant structures that remain suitable for rehabilitation;
7. Encourage the rehabilitation, sale, occupancy, and productive reuse of vacant buildings;
8. Protect the appearance, stability, and property values of Jackson neighborhoods; and
9. Strengthen the City's existing vacant-property registration and property-maintenance requirements.

SECTION 3. DEFINITIONS.

For purposes of this Article:

"Clear securing material" or "Lexan securing panel" means a transparent or substantially transparent, exterior-grade, impact-resistant polycarbonate sheet having a minimum thickness of one-half (½) inch, commonly sold under the trade name Lexan, or an equivalent polycarbonate product meeting or exceeding the same thickness, strength, impact-resistance, weather-resistance, and security characteristics.

"Department" means the City of Jackson Department of Planning and Development, Office of Code Services, or any successor department or office designated to administer and enforce the provisions of this Article.

"Exterior opening" means any window, door, hatch, vent, crawl-space opening, or other opening in the exterior envelope of a building through which unauthorized persons, animals, weather, or debris may enter.

"Owner" means any person, corporation, limited liability company, partnership, trust, estate, association, financial institution, or other legal entity having legal or equitable title to property located within the City of Jackson.

"Plywood" means plywood, oriented strand board, particle board, fiberboard, manufactured wood panels, lumber, or any similar wooden material used to cover or secure an exterior opening.

"Vacant building" or "vacant structure" shall have the meaning established by Section 26-531 of the Code of Ordinances and shall include any building required to be registered pursuant to Chapter 26, Article XIII.

SECTION 4. VACANT-PROPERTY REGISTRATION REQUIRED.

Nothing contained in this Ordinance shall replace, suspend, waive, or otherwise eliminate the existing requirement that owners register vacant buildings with the City of Jackson.

Every owner subject to Chapter 26, Article XIII shall continue to:

1. Register the vacant building with the City;
2. Renew the registration as required by the Code of Ordinances;
3. Provide accurate and current ownership and contact information;
4. Notify the City of changes in ownership or responsible parties;
5. Pay all applicable registration, inspection, re-inspection, or other lawful fees; and
6. Comply with all other applicable provisions of the Code of Ordinances.

Compliance with the Lexan securing requirements of this Ordinance shall not constitute compliance with the vacant-property registration requirement, and registration of a property shall not excuse compliance with the securing, maintenance, inspection, and other requirements established herein.

SECTION 5. MANDATORY LEXAN CLEAR-SECURING REQUIREMENT.

A. General Requirement.

Every vacant building required to be registered under Chapter 26, Article XIII shall be maintained so that all exterior openings are closed and secured against unauthorized entry.

Where an original window, door, glazing system, or other permanent building component remains intact, structurally sound, weather-tight, in good repair, and capable of being securely locked, the owner shall not be required to install a Lexan securing panel over that opening.

Where a window or other glazed opening is broken, missing, substantially damaged, or incapable of being securely closed, the property owner shall:

1. Repair or replace the window or glazing with a permanent building component meeting all applicable codes; or
2. Secure the opening with transparent, impact-resistant polycarbonate sheeting having a minimum thickness of one-half (½) inch, installed in accordance with this Article.

B. Plywood Prohibited.

Except for temporary emergency conditions expressly authorized by this Ordinance, plywood shall not constitute an approved method of securing a vacant building or structure within the City of Jackson.

The prohibition shall include plywood, oriented strand board, particle board, fiberboard, lumber, manufactured wood panels, and similar materials.

Painting, decorating, covering, or otherwise altering plywood to resemble a window, door, or surrounding building surface shall not constitute compliance with this Article.

C. Existing Plywood-Boarded Properties.

Any vacant building secured with plywood or another prohibited material on the effective date of this Ordinance shall be brought into compliance with this section within ninety (90) days after written notice from the City.

Compliance shall require either:

1. Permanent repair or replacement of the affected window, door, or opening; or
2. Installation of one-half-inch transparent impact-resistant polycarbonate material as required by this Ordinance.

SECTION 6. LEXAN INSTALLATION STANDARDS.

Any opening required to be secured with clear material pursuant to this Article shall be secured using transparent, exterior-grade, impact-resistant polycarbonate sheeting having a minimum thickness of one-half (½) inch.

The Lexan or equivalent polycarbonate securing system shall:

1. Have a minimum thickness of one-half (½) inch at every secured opening;

2. Be transparent or substantially transparent and permit reasonable visual observation through the opening;
3. Be exterior-grade and suitable for continuous exposure to weather and ultraviolet radiation;
4. Be impact-resistant and of sufficient structural strength to resist forced entry and ordinary vandalism;
5. Be cut and fitted to the dimensions of the window or other opening to provide a neat and finished appearance;
6. Be securely anchored to the building using tamper-resistant fasteners, compression systems, structural bracing, or another fastening system approved by the Building Official;
7. Be secured from the interior whenever structurally feasible so that the primary fastening system cannot be readily removed from the exterior;
8. Be installed in a manner that does not unnecessarily damage architectural features, masonry, window frames, or other portions of a structure capable of rehabilitation;
9. Have no exposed sharp edges, protruding fasteners, or other hazardous conditions;
10. Prevent unauthorized entry through the secured opening;
11. Prevent entry by animals and, to the extent reasonably practicable, rain and other weather;
12. Be maintained free of cracks, holes, graffiti, substantial clouding or discoloration, separation from the structure, or other deterioration that materially impairs its security, transparency, or appearance; and
13. Remain securely installed for the entire period during which the building remains vacant unless the opening is restored with a permanent, code-compliant window, door, or other building component.

No polycarbonate material having a thickness of less than one-half (½) inch shall satisfy the requirements of this Article.

The Planning Director may establish additional technical specifications governing fastening systems, anchoring, installation, inspection, and maintenance. No administrative regulation or approval shall reduce the one-half-inch minimum thickness required by this Ordinance.

SECTION 7. DOORS AND REQUIRED ACCESS.

At least one exterior entrance to each vacant building shall remain capable of providing lawful access to the owner, authorized City inspectors, fire personnel, law enforcement personnel, emergency responders, contractors, and other authorized persons.

Such entrance shall be secured by a functioning exterior-grade door and locking system unless the Building Official determines that another approved securing method is necessary because of the physical condition of the structure.

Nothing in this Ordinance shall authorize the obstruction of an exit required by an applicable building, fire, or life-safety code.

SECTION 8. MINIMUM MAINTENANCE REQUIREMENTS.

Installation of Lexan securing material shall not relieve a property owner of any obligation to maintain the remainder of the property.

Every registered vacant building and its premises shall be continuously maintained in accordance with the City's Property Maintenance Code and all other applicable ordinances.

At a minimum:

1. Grass, weeds, and vegetation shall be maintained in compliance with City ordinances;
2. Dead, diseased, broken, or dangerous trees and limbs shall be removed as required by applicable law;
3. Garbage, rubbish, litter, discarded furniture, tires, appliances, construction debris, and other waste shall not be permitted to accumulate;
4. Foundations, exterior walls, roofs, porches, stairs, and other structural components shall be maintained so as not to create a public hazard;
5. Exterior walls shall be maintained free from holes or openings that permit unauthorized entry or significant weather intrusion;
6. Graffiti shall be removed within the period prescribed by the City;
7. The premises shall be maintained so as not to harbor rodents, vermin, or other animals;
8. Doors and other access points shall remain securely locked;
9. The property shall remain accessible for lawful inspection by authorized City officials; and
10. Lexan panels and all other security measures shall remain properly installed and maintained throughout the period the structure remains vacant.

SECTION 9. INSPECTION AND CERTIFICATE OF COMPLIANCE.

The Department may inspect any registered vacant building as authorized by law to determine compliance with this Article and other applicable City codes.

The owner shall schedule and permit any inspection required pursuant to the City's vacant-property registration program.

Upon determining that a vacant building complies with applicable registration, securing, and exterior property-maintenance requirements, the Department may issue a Vacant Property Certificate of Compliance.

Issuance of a Certificate of Compliance shall not relieve the owner of the continuing obligation to maintain the property.

A new inspection or re-inspection may be required upon:

1. Renewal of vacant-property registration;
2. A change in ownership;
3. Evidence that the building has been unlawfully entered;
4. Damage caused by fire, storm, vandalism, vehicle impact, or another event;
5. Receipt of a substantiated complaint concerning the condition of the property;
6. Failure or deterioration of a Lexan securing panel or other security measure; or
7. Observation of an apparent violation by an authorized City official.

SECTION 10. NOTICE OF VIOLATION AND CORRECTION.

When the Department determines that a vacant building violates this Article, the City may issue a written notice or correction order identifying the violation and establishing the time within which the owner must correct the condition.

Except in an emergency, an owner shall be provided a reasonable compliance period.

An owner receiving notice that existing plywood must be replaced with Lexan pursuant to this Ordinance shall have ninety (90) days from written notice to comply unless a shorter period is authorized because the structure is unsecured or presents a threat to public health or safety.

A broken window, open door, failed securing system, displaced Lexan panel, or other condition permitting immediate unauthorized entry may constitute an emergency violation.

An emergency violation shall be corrected within seventy-two (72) hours after notice, or within a shorter period when the Building Official, Fire Official, or other authorized City official determines that an imminent threat to public health or safety exists.

SECTION 11. EMERGENCY SECURING BY THE CITY.

When a vacant building is open and accessible and presents an immediate threat to public health, safety, or welfare, the City may take reasonable measures authorized by law to secure the structure.

Where practicable, the City shall utilize one-half-inch transparent impact-resistant polycarbonate material when securing window openings on a structure that the Building Official determines is reasonably capable of rehabilitation.

Nothing in this Ordinance shall require the City to install Lexan or other polycarbonate material on a structure that:

1. Has been ordered demolished;
2. Has been determined to be structurally unsound or an imminent danger;
3. Has been damaged to an extent that installation is impracticable;
4. Is scheduled for prompt demolition; or
5. Requires another temporary securing method to address an immediate threat to public safety.

The City may recover all lawful costs incurred in securing private property from the property owner through any collection, assessment, lien, adjudication, or other mechanism authorized by Mississippi law and the Code of Ordinances of the City of Jackson.

SECTION 12. TEMPORARY EMERGENCY USE OF PLYWOOD.

Plywood may be used only as a **temporary emergency securing measure** when:

1. A building has sustained damage from fire, tornado, severe weather, vehicle impact, vandalism, or another sudden casualty;
2. One-half-inch polycarbonate material is not reasonably available when immediate securing of the building is necessary to protect public safety;
3. The structure has been ordered demolished and demolition is reasonably expected to occur promptly; or
4. The Building Official determines that temporary boarding is immediately necessary to prevent unauthorized entry pending demolition, permanent repair, or installation of the required Lexan securing system.

Unless otherwise authorized by the Planning Director and/or Public Works Director because of an unsafe structural condition, temporary plywood shall be removed and replaced with a permanent code-compliant window or door or one-half-inch transparent polycarbonate securing material within thirty (30) days.

Temporary emergency use of plywood shall not exempt the owner from vacant-property registration, maintenance, inspection, or any other requirement of this Article.

SECTION 13. LIMITED EXCEPTIONS.

The Building Official may approve an alternative securing method when:

1. The structure is so severely damaged that installation of Lexan is not structurally feasible;
2. Compliance would conflict with an applicable historic-preservation requirement and an appropriate alternative has been approved;
3. A declared emergency or widespread disaster has caused a temporary shortage of required materials; or
4. Another extraordinary physical condition makes installation impossible or would create a greater threat to public safety.

Any exception shall be in writing, shall state the reason for the exception, and shall identify the alternative securing method and period for which the exception is authorized.

No exception shall relieve the owner of the obligation to keep the building secured and maintained.

Cost alone shall not constitute grounds for an exception.

SECTION 14. BUILDINGS DESIGNATED FOR DEMOLITION.

Nothing in this Ordinance shall require the expenditure of public funds to install Lexan securing systems on buildings that have been finally adjudicated or otherwise lawfully ordered for demolition unless the City determines that temporary clear securing is necessary to protect public safety or stabilize the surrounding neighborhood pending demolition.

Nothing contained herein shall prevent the City from pursuing demolition, condemnation, receivership, adjudication, nuisance abatement, or any other remedy available under Mississippi law or the Code of Ordinances.

Compliance with the Lexan securing requirements shall not prevent the City from determining that a building otherwise constitutes a public nuisance or should be demolished.

SECTION 15. ENFORCEMENT AND PENALTIES.

A violation of this Article shall constitute a violation of the City's vacant-property and property-maintenance requirements.

Each property owner shall be responsible for maintaining continuous compliance with this Article.

Failure to register a vacant property, install required one-half-inch Lexan securing material, maintain required securing material, comply with a correction order, permit a required inspection, or otherwise comply with this Article may result in citation, administrative enforcement, adjudication, municipal court proceedings, nuisance abatement, recovery of City costs, or any other remedy authorized by Mississippi law or the Code of Ordinances.

Where authorized by law, each day that a violation continues after expiration of the applicable compliance period may constitute a separate offense.

Penalties imposed pursuant to this Article shall be consistent with the maximum penalties authorized under Mississippi law and the Code of Ordinances.

The remedies established herein are cumulative and shall not preclude the City from pursuing any other remedy available by law.

SECTION 16. OWNER RESPONSIBLE FOR COSTS.

Except where financial assistance has been expressly authorized by the City, the property owner shall be responsible for all costs associated with:

1. Vacant-property registration and renewal;
2. Required inspections and re-inspections;
3. Repairing or replacing broken windows and doors;
4. Purchasing and installing required one-half-inch Lexan or equivalent polycarbonate securing material;
5. Maintaining and replacing securing systems;
6. Correcting property-maintenance violations; and
7. Any lawful costs incurred by the City in securing, cleaning, maintaining, or otherwise abating violations on the property attributable to the owner's failure to comply.

Nothing in this Article shall create an obligation for the City to finance improvements to privately owned vacant property.

SECTION 17. CITY ASSISTANCE AND PARTNERSHIPS.

The City may seek and accept grants, donations, community-development funds, philanthropic assistance, federal or state funding, and public-private partnerships to support implementation of the Vacant Property Lexan Blight Reduction Program.

Subject to the availability and lawful appropriation of funds, the City may establish assistance programs for qualifying property owners, heirs' property, nonprofit organizations, neighborhood stabilization initiatives, or properties identified by the City as priorities for rehabilitation.

The City may also enter into lawful agreements with nonprofit organizations, community-development organizations, neighborhood associations, educational institutions, contractors, financial institutions, and other entities to support the rehabilitation and stabilization of vacant properties.

Nothing in this section shall create an entitlement to financial assistance.

SECTION 18. TECHNICAL AND ADMINISTRATIVE REGULATIONS.

The Department, Building Official, and Office of Code Services are authorized to develop reasonable administrative regulations, forms, inspection procedures, installation specifications, and compliance standards necessary to implement this Ordinance.

Such regulations may address fastening systems, anchoring methods, installation specifications, inspection procedures, documentation, certificates of compliance, and other matters necessary for uniform administration.

No administrative regulation shall:

1. Reduce the minimum required thickness of the transparent polycarbonate material below one-half (½) inch;
2. Authorize plywood as a permanent or continuing securing method; or
3. Waive the vacant-property registration requirement established by the Code of Ordinances.

SECTION 19. RELATIONSHIP TO OTHER CODES AND ORDINANCES.

The requirements of this Ordinance are supplemental to all other applicable provisions of the Code of Ordinances, including the City's Property Maintenance Code, Building Code, Fire Code, nuisance ordinances, zoning requirements, and vacant-building registration requirements.

Compliance with this Ordinance shall not constitute a defense to a violation of another applicable City ordinance.

Where two applicable provisions establish different standards, the provision providing the greater protection to public health and safety shall govern to the extent permitted by law.

SECTION 20. NO VESTED RIGHT CREATED.

Registration of a vacant property, issuance of a Certificate of Compliance, installation of Lexan, approval of an alternative securing method, or any other action taken pursuant to this Article shall not create a vested right to maintain a vacant structure indefinitely.

Nothing in this Article shall limit the City's authority to require repair, rehabilitation, demolition, nuisance abatement, or other lawful corrective action when warranted by the condition of the property.

SECTION 21. SEVERABILITY.

If any section, subsection, paragraph, sentence, clause, phrase, or provision of this Ordinance is declared unconstitutional, invalid, or unenforceable by a court of competent jurisdiction, such determination shall not affect the validity of the remaining portions of this Ordinance, which shall remain in full force and effect.

SECTION 22. REPEALER.

All ordinances or parts of ordinances in conflict with this Ordinance are hereby repealed only to the extent of such conflict.

SECTION 23. CODIFICATION.

The City Clerk and codifier are authorized to renumber, reorganize, and make nonsubstantive grammatical, formatting, and cross-reference changes necessary to incorporate the provisions of this Ordinance into Chapter 26, Article XIII of the Code of Ordinances of the City of Jackson.

SECTION 24. EFFECTIVE DATE AND TRANSITION PERIOD.

This Ordinance shall take effect thirty (30) days following passage and publication as required by law.

Any vacant property newly registered after the effective date of this Ordinance shall comply with the Lexan securing requirements at the time of registration or within the compliance period established by the Department.

Owners of vacant buildings registered before the effective date that are secured with plywood or another prohibited material shall be provided written notice and shall have ninety (90) days from the date of such notice to replace the prohibited material with:

1. A permanent, code-compliant window, door, or other building component; or
2. Transparent, impact-resistant polycarbonate material having a minimum thickness of one-half (½) inch, as required by this Ordinance.

The Department of Planning and Development, Office of Code Services, and other appropriate City departments shall develop the administrative procedures and technical standards necessary to implement this Ordinance.

13

14

15

10/21/2026 $.Ins

ORDER RATIFYING AND AUTHORIZING PAYMENT TO KANEESHA L. TURNER FOR INTERPRETING SERVICES PROVIDED AT THE STATE OF THE CITY ADDRESS HELD ON OCTOBER 13, 2026, IN THE AMOUNT OF $230.00.

WHEREAS, the Mayor's State of the City Address was held on October 13, 2026, at the Jackson Convention Complex; and

WHEREAS, Kaneesha L. Turner provided interpreting services for the State of the City Address from 4:00 PM to 5:28 PM, ensuring that the address was accessible to all residents; and

WHEREAS, the Mayor's Office recommends that the governing authority ratify the provision of these services and authorize payment to Kaneesha L. Turner in the amount of Two Hundred Thirty Dollars and No Cents ($230.00), which consists of a base service fee of $180.00 and an additional time fee of $50.00, as reflected in Invoice No. 102 dated October 21, 2026; and

WHEREAS, the State of the City Address allowed citizens, community leaders, students, and other stakeholders to hear directly from the Mayor about the City's accomplishments, priorities, and vision for the future.

IT IS THEREFORE ORDERED, that the interpreting services provided by Kaneesha L. Turner to the City of Jackson in support of the State of the City Address are hereby ratified. The Mayor of the City of Jackson is hereby authorized to pay Kaneesha L. Turner Two Hundred Thirty Dollars and No Cents ($230.00) for these services.

IT IS FURTHER ORDERED, that the Mayor, or his designee, is authorized to execute any documents necessary to effectuate the purposes of this Order.

ITEM # 15
AGENDA DATE: November 3, 2026
LOTT, HORHN

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET 10/26/2026

POINTS		COMMENTS
1.	**Brief Description/Purpose**	**ORDER RATIFYING AND AUTHORIZING PAYMENT TO KANEESHA L. TURNER FOR INTERPRETING SERVICES PROVIDED AT THE STATE OF THE CITY ADDRESS HELD ON OCTOBER 13, 2026, IN THE AMOUNT OF $230.00.**
2.	**Purpose**	Community Engagement & Education
3.	**Who will be affected**	Residents, Students, Elected Officials, Community Leaders, and other Stakeholders in the City of Jackson
4.	**Benefits**	Interpreting services ensured that the State of the City Address was accessible to all residents, allowing citizens, community leaders, students, and other stakeholders to hear directly from the Mayor regarding the City's accomplishments, priorities, and vision for the future
5.	**Schedule (beginning date)**	October 13, 2026
6.	**Location:**	Jackson Convention Center Complex
7.	**Action implemented by: City Department**	Department Communications
8.	**COST**	$230.00
9.	**Source of Funding** **General Fund - X** **Grant** **Bond** **Other**	**Acct #: 001.40141.6419**
10.	**EBO participation**	**ABE ____% WAIVER yes no NIA X** **AABE ____% WAIVER yes no NIA X** **WBE ____% WAIVER yes no NIA X** **HBE ____% WAIVER yes no NIA X** **NABE ____% WAIVER yes no NIA X**

10/26/26

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 PAYMENT TO KANEESHA L. TURNER FOR INTERPRETING SERVICES PROVIDED AT THE STATE OF THE CITY ADDRESS HELD ON OCTOBER 13, 2026, IN THE AMOUNT OF $230.00** is legally sufficient for placement in NOVUS Agenda.

Sondra O. Moncure

Sondra Moncure, *Special Assistant*

10/26/26

DATE

INVOICE

Kaneesha L.Turner
PMB 10405
P.O. Box 1100
Raymond, MS 39154-1100

BILL TO

State of the City
219 South President Street
Jackson, MS 39205

INVOICE # 102
INVOICE DATE 10/21/2026

DESCRIPTION	AMOUNT
Interpreting Services — October 13, 2026 Service Time: 4:00 PM – 5:28 PM (1 hour, 28 minutes) Base Service Fee (includes up to 1 hour and 15 minutes): $180.00 Additional Time Fee (service exceeded the included duration by 13 minutes): $50.00	230.00
TOTAL	**$230.00**

Thank you

TERMS & CONDITIONS

Payment Policy: Payment is due within 7 days. A $50 late fee will be added to any unpaid balance after the 7-day period.

Service Duration: The service fee covers up to 1 hour and 15 minutes. Any time exceeding this duration will incur an additional $50 charge.

On Oct 21, 2026, at 10:57 AM, Breanna Redd <bredd@jacksonms.gov> wrote:

Good morning,

If the total amount due is $230, could you please ensure that this is reflected on the invoice? Once we have the updated invoice, we will be able to process it through the system. Thank you.

16

ORDER AUTHORIZING THE MAYOR TO EXECUTE THE 12-MONTH AGREEMENT RENEWAL WITH GRANICUS, LLC, FOR AN INTEGRATED SOLUTION TO PROVIDE MOBILE-BASED AND WEB-BASED ACCESS TO THE MAYOR'S 311 CALL CENTER/ACTION LINE.

WHEREAS, the City of Jackson, Mississippi, desires to renew its 12-month agreement for an integrated solution to provide mobile-based and web-based application access, which will allow constituents to submit Requests for Service directly to the Mayor's 311 Call Center/Action Line via a cellular device or the City's website; and

WHEREAS, on November 5, 2024, the Jackson City Council approved an order authorizing the Mayor to execute a twelve (12) month agreement with Granicus, LCC, for the maintenance and technical support of the software subscription; and

WHEREAS, this Agreement, attached as Attachment A and incorporated into the minutes by reference, authorized automatic renewal for successive 12-month terms unless either party gave notice of non-renewal by the later of (30) 30 days after notice of a price change, as described in Section 4.d., or sixty (60) days before the next Renewal Term began; and

WHEREAS, Granicus, LLC, has submitted an invoice to renew the subscription for twelve (12) months that will allow and provide for said access, as follows:

Description	Term Start Date	Term End Date	Net Unit Price
Service Request Management Module for Essentials: Subscription	11/18/2026	11/17/2027	$26,997.52
Single Sign-On: Subscription	11/18/2026	11/17/2027	$4,694.80
Total			**$31,692.32**

WHEREAS, the Mayor's Office will procure this matter in accordance with 3.4 of the Personal and Professional Services Procurement Policy. A copy of the necessary approvals is attached and made a part of the minutes; and

WHEREAS, the Mayor's Office represents that this non-emergency request line is imperative to ensure the timely and consistent recording, monitoring, and managing of constituents' service requests.

IT IS, THEREFORE, ORDERED that the Mayor be authorized to execute the necessary documents to renew the agreement with Granicus, LLC to provide a 12-month subscription at a cost not to exceed $31,692.32, to include Service Request Management Module for Essentials, Essentials Base Integration Setup and Configuration, OneView Single Sign-On Set-Up Fee, OneView Service Request Management Configuration and Training, Single Sign-On, Platform – Essentials, and Essentials Base Integration from November 18, 2026 through November 17, 2027.

Agenda Item # 16
November 3, 2026
(Lott, 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

10/23/16

OFFICE OF THE CITY ATTORNEY

This **ORDER AUTHORIZING THE MAYOR TO EXECUTE THE 12-MONTH AGREEMENT RENEWAL WITH GRANICUS, LLC FOR AN INTEGRATED SOLUTION TO PROVIDE MOBILE-BASED AND WEB-BASED ACCESS TO THE MAYOR'S 311 CALL CENTER/ACTION LINE** is legally sufficient for placement in NOVUS Agenda.

Sondra O. Moncure

Sondra Moncure, *Special Assistant*

10/23/16

DATE

CITY OF JACKSON, MISSISSIPPI

TO:	Purchasing Division
FROM:	The Office of Mayor
DATE:	October 23, 2026
RE:	Exception to Procurement Policy – Personal/Professional Services Contract

Pursuant to the City's Procurement Policy, this memorandum documents an Exception to Policy for the award of a contract for grant management consulting services.

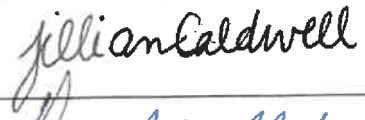
Justification for Exception:
In accordance with Provision 3.4 of the City's Procurement Policy, this contract is being renewed without competition as it is deemed to be in the best interest of the City. No reasonable alternative sources exist, and the services provided are necessary to meet the City's operational needs.

Vendor Information:
- Vendor: Granicus, LLC, 1999 Broadway, Suite 3600, Denver, CO, 80202
- Description of Services: Service Request Management Module for Essentials (maintenance and support for 311 mobile application software)
- Estimated Contract Value: $31,692.32
- Funding Source: General Fund (ACCT NO.:001-493-00-6464)

Supporting Documentation:
Supporting documentation in the form of a draft contract is attached and will be maintained in the City's financial system as a public record.

Required Approvals

Title	Name	Signature	Date
Department Director	Nic Lott	Nic Lott	10-23-26
City Attorney	Drew Martin		10/26/26

Chief Financial Officer	Jillian Caldwell		10.26.26
Chief Administrative Officer	Drew Martin		10/26/26
Mayor	John Horhn		10/26/26

Purchasing Division Use Only

☐ Documentation reviewed and approved

Reviewer: _____ Date: _____

☐ Purchase order issued

APPROVED FOR AGENDA:	INITIALS	DATE
FISCAL OFFICER	_____	_____
DIVISION MANAGER	_____	_____
DEPUTY DIRECTOR	_____	_____
DIRECTOR	_____	_____
FINANCE	_____	_____

BUDGETED: YES _X_ NO___ ACCT NO.:001-493.00-6464

EBO	_____	_____
CITY ATTORNEY	_____	_____
CHIEF ADMINISTRATIVE OFFICER	_____	_____
MAYOR	_____	_____

ITEM#: _____

AGENDA: _____

BY: LOTT, HORHN

Docusign Envelope ID: 6A865BC2-31AA-4340-96C8-7D407CD690F5

GRANICUS

THIS IS NOT AN INVOICE

Order Form
Prepared for
Jackson MS

Granicus Proposal for Jackson MS

ORDER DETAILS

Prepared By:	Rob Lock
Phone:	
Email:	rob.lock@granicus.com
Order #:	Q-377548
Prepared On:	15 Oct 2024
Expires On:	18 Oct 2024

ORDER TERMS

Currency:	USD
Payment Terms:	Net 30 (Payments for subscriptions are due at the beginning of the period of performance.)
Period of Performance:	The term of the Agreement will commence on the date of signature and will continue for 12 months.

The pricing and terms within this Proposal are specific to the products and volumes contained within this Proposal.

One-Time Fees

Solution	Billing Frequency	Quantity/Unit	One-Time Fee
OneView Service Request Management Configuration and Training	Upon Delivery	1 Each	$4,280.00
Essentials Base Integration Setup and Configuration	Upon Delivery	1 Each	$5,350.00
OneView Single Sign-On Setup Fee	Upon Delivery	1 Each	$5,350.00
		SUBTOTAL:	**$14,980.00**

New Subscription Fees

Solution	Billing Frequency	Quantity/Unit	Annual Fee
Platform - Essentials: Subscription	Annual	1 Each	$0.00
Service Request Management Module for Essentials: Subscription	Annual	1 Each	$22,312.00
Essentials Base Integration Subscription	Annual	1 Each	$0.00
Single Sign-On: Subscription	Annual	1 Each	$3,880.00
		SUBTOTAL:	**$26,192.00**

Solution	Description
Platform - Essentials: Subscription	OneView Essentials Level Subscription, includes base platform only, Mobile, and Web Apps. Requires an additional module (Service Requests, Messaging, Knowledge Base, Waste Reminders) added.
Service Request Management Module for Essentials: Subscription	Ongoing subscription for Essentials Service Request Management Module
OneView Service Request Management Configuration and Training	OneView E&E Service Request Management Configuration and Training to include analysis of existing processes, configuration of OneView and OneLink (Mobile App), as well as System Administration and End-User Training
Essentials Base Integration Subscription	Ongoing subscription for one standard integrationStandard integrations with the following vendors/systems (please see agreement for specifics on the data that is integrated for each):AccelaCartegraphCentralSquare Enterprise Asset Management (Lucity)CentralSquare FusionCityWorksDynamics365EnerGovHansenNexGenSalesforce
Single Sign-On: Subscription	Single Sign-On: Subscription
Essentials Base Integration Setup and Configuration	Essentials Base Integration Setup and Configuration Setup and Configuration of one standard (non-custom) integration Standard integrations with the following vendors/systems (please see agreement for specifics on the data that is integrated for each): Accela Cartegraph CentralSquare Enterprise Asset Management (Lucity) CentralSquare Fusion CityWorks Dynamics365 EnerGov Hansen NexGen Salesforce
OneView Single Sign-On Setup Fee	OneView Single Sign-On Setup Fee

Docusign Envelope ID: 6A865BC2-31AA-4340-96C8-7D407CD690F5

Docusign Envelope ID: 6A865BC2-31AA-4340-96C8-7D407CD690F5

- This quote, and all products and services delivered hereunder are governed by the terms located within the Subscription and Services Agreement attached hereto and incorporated by reference.
- If submitting a Purchase Order, please include the following language: The pricing, terms and conditions of quote Q-377548 dated 15 Oct 2024 are incorporated into this Purchase Order by reference and shall take precedence over any terms and conditions included in this Purchase Order.
- This quote is exclusive of applicable state, local, and federal taxes, which, if any, will be included in the invoice. It is the responsibility of Jackson MS to provide applicable exemption certificate(s).
- Any lapse in payment may result in suspension of service and will require the payment of a setup fee to reinstate the subscription.

Billing Contact:

Billing Address:

Billing Email:

Purchase Order Required? [ ] - No [ ] - Yes

PO Number:
If PO required

Billing Phone:

If submitting a Purchase Order, please include the following language:
The pricing, terms, and conditions of quote Q-377548 dated 15 Oct 2024 are incorporated into this Purchase Order by reference and shall take precedence over any terms and conditions included in this Purchase Order.

By signing this document, the undersigned certifies they have authority to enter the agreement. The undersigned also understands the services and terms.

Jackson MS

Signature:

Name:

Title:

Date:

Granicus, LLC

Signature: DocuSigned by: Cale Brakke 88B9E1DAE870450

Name: Cale Brakke

Title: Contracts Manager

Date: 10/29/2024

Docusign Envelope ID: 6A865BC2-31AA-4340-96C8-7D407CD690F5

GRANICUS

Subscription and Services Agreement
US/Canada

This Subscription and Services Agreement ("**Agreement**") is effective as of the date an Order or SOW (as defined below) commences that references this Agreement ("**Effective Date**"), and is a contract between the party procuring Granicus Products and/or Services named in the Order or SOW ("**Client**") and Granicus, LLC, a Minnesota Limited Liability Company for those Clients located in the US, or Granicus Canada Holdings, U.L.C., an unlimited liability corporation for those Clients located in Canada ("**Granicus**").

1. Definitions. For the purpose of this Agreement, the following terms have the corresponding definitions:

"**Content**" means any material or data: (i) displayed or published on Client's website; (ii) provided by Client to Granicus to perform the Services; or (iii) uploaded into Products by Client or on Client's behalf. Content expressly excludes Granicus Data;

"**Deliverable(s)**" means any computer software, and related written documentation, reports or materials developed by Granicus as part of a Services engagement;

"**Granicus Data**" means data owned, generated or collected by Granicus separately from Content provided by Client, including data generated by use of the Products or personal information related to individuals who use the Products or Services, which is collected and used in accordance with applicable law and in conformance with publicly posted privacy policies;

"**IP Rights**" means all current and future worldwide statutory or other proprietary rights, whether registered or unregistered, including but not limited to, moral rights, copyright, trademarks, rights in designs, patents, rights in computer software data base rights, rights in know-how, mask work, trade secrets, inventions, domain or company names and any application for the foregoing, including registration rights.

"**Order**" means a binding proposal, written order, or purchasing document setting forth the Products made available to Client under the terms of this Agreement either directly with Granicus or through an authorized third party reseller;

"**Products**" means the: (i) online or cloud subscription services; (ii) on premise software; (iii) embedded software; and (iv) Granicus Data, licensed to Client, and hardware components purchased by Client under this Agreement, as applicable and as set forth in the Order or SOW;

"**Services**" means the consulting, integration, installation, and/or implementation services to be performed by Granicus as described in the SOW; and

"**SOW**" means a statement of work agreed to by the parties that references this Agreement and describes the Services and Deliverables provided as part of a Services engagement pursuant to the Services provisions set forth in this Agreement.

2. Intellectual Property Ownership and Use Rights.

a) **Intellectual Property Ownership.** Granicus and its licensors own all IP Rights in the Products and Granicus Data. Client and its authorized users have no right, title or interest in the Products or Granicus Data other than the license rights expressly granted herein. All rights not expressly granted herein are reserved by Granicus and its licensors.

b) **License to Products.** Granicus hereby grants Client a non-exclusive, non-transferable license to access and use the Products identified in the Order during the Term set forth therein. In addition to the terms of this Agreement and the Order, product-specific license terms applicable to certain of the Products and Granicus Data can be found at www.Granicus.com/legal/licensing and are hereby incorporated into this Agreement by reference.

c) **Third Party Contractors.** Client may permit its third-party contractors to access and use the Products solely on behalf of and for the benefit of Client, so long as: (i) such contractor agrees to comply with this Agreement as if it were Client; (ii) Client remains responsible for each contractor's compliance with this Agreement and any breach thereof; and (iii) all volume or transaction-based use of the Products includes use by contractors. All rights granted to any contractor terminate immediately upon conclusion of the Services rendered to Client that give rise to such right. Upon termination of such rights, contractor will immediately cease all use of the Products and uninstall and destroy all confidential or proprietary Granicus information in its possession. Client will certify compliance with this section in writing upon Granicus' request.

d) **Data Sources.** Client may only upload data related to individuals that originates with or is owned by Client. Client shall not upload data purchased from third parties without Granicus' prior written consent and list cleansing Services provided by Granicus for an additional fee.

e) **Content.** Client can only use Products to share Content that is created by or owned by Client and/or Content for affiliated organizations, provided that use by Client for affiliated organizations is in support only, and not as a primary communication vehicle for such organizations that do not have their own license to the Products. Granicus does not own the Content submitted by Client nor is Granicus responsible for any Content used, uploaded or migrated by Client or any third party. Granicus will not sell, use, or disclose any Content for any purpose other than performing Services subject to this Agreement. For clarification, the fact that Content and Granicus Data may contain the same or similar information does not minimize or limit the ownership or use rights of either party as it relates to Content on the part of Client, or Granicus Data on the part of Granicus.

f) **Advertising.** Client shall not use Products to promote products or services available for sale through Client or any third party without Granicus' prior written consent.

g) **Restrictions.** Client shall not:

(i) Use or permit any end user to use the Products to store or display adult content, promote illegal or immoral activities, send or store infringing, obscene, threatening or unlawful or

tortious material or disrupt others use of the Products, network services or network equipment, including unsolicited advertising or chain letters, propagation of computer worms and viruses, or use of the Products to make unauthorized entry into any other device accessible via the network or Products;

(ii) Disassemble, decompile, reverse engineer or make derivative works of the Products;

(iii) Rent, lease, lend, or host the Products to or for any third party, or disclose the Products to any third party except as otherwise permitted in this Agreement or an Order or SOW;

(iv) Use the Products in violation of any applicable law, rule, or regulation, including violation of laws regarding the processing, use, or disclosure of personal information, or violation of any United States export control or regulation, United States embargo, or denied or sanctioned parties prohibitions; or

(v) Modify, adapt, or use the Products to develop any software application intended for resale which uses or competes with the Products in whole or in part.

3. Term; Termination.

a) **Agreement Term.** This Agreement begins on the Effective Date and remains in effect for the period set out in the Order ("**Initial Term**"). Thereafter, this Agreement will continue in effect until all Orders or SOWs have expired or been terminated.

b) **Order Term.** Each Order will be effective on the date set out therein and will remain in effect during the Initial Term identified in the Order. Each Order will automatically renew for twelve (12) month terms (each, a "**Renewal Term**") unless either party gives the other party notice of non-renewal within thirty (30) days of notification of price change as described in Section 4.d., or within sixty (60) days prior to the start of the next Renewal Term, whichever is later. The Initial Term and all Renewal Terms are collectively, the "**Term**".

c) **SOW Term.** Each SOW will begin on the effective date of the SOW and will remain in effect until the Services are completed, this Agreement is terminated, or the termination date set out in the SOW (the "**Termination Date**"), whichever is later. If no specific Termination Date is designated in the SOW, Client may terminate the SOW upon thirty (30) days written notice to Granicus.

d) **Subscription Term.** The annual term for all Products licensed to Client on a subscription basis begins upon the Effective Date of the applicable Order and are based on subscription term and not actual usage. Products licensed on a subscription basis are deemed delivered upon Initial Availability. Initial Availability of a Product means the earlier of: (i) the issuance of a user name and password to Client to access the Product; (ii) the provision of the Product in its hosted environment on behalf of Client by Granicus technical personnel; or (iii) access to the Product by Granicus or third-party services personnel in order to commence configuration or implementation Services on behalf of Client.

e) **Termination for Default.** Either party may terminate this Agreement or any Order or SOW by written notice if the other party commits a material breach of this Agreement or the applicable Order or SOW and fails to cure such breach within thirty (30) days after receipt of such notice, or an additional period of time as agreed to by the parties.

f) **Non-Appropriation.** Client may terminate this Agreement or any Order or SOW by providing Granicus written notice during the then-current Term for lack of appropriation of funds for the Renewal

Term so long as Client has made best efforts to secure the necessary consents for renewal and obtain appropriate funds for payment of the fees.

g) **Effect of Termination.** Upon expiration or termination of an Order or SOW for any reason: (i) Client's right to access and use the Products will immediately cease (except for perpetual licenses granted under an Order, which will continue to be governed by this Agreement for the duration of the license); (ii) Client will promptly remit any fees due to Granicus under all Orders and SOWs; (iii) Granicus will promptly cease performance of any Services; and (iv) the parties will return or destroy any Confidential Information of the other party in its possession, and certify upon request to the other party of compliance with the foregoing. Client will have thirty (30) days from the expiration date of a subscription to extract or download any Content stored in the Products. Granicus has no obligation to retain any Content after such thirty (30)-day period nor is Granicus responsible for extracting the data on Client's behalf absent separate written agreement and the payment of additional fees.

h) **Survival.** Sections 4 (Fees, Payment), 9 (Confidentiality), 10 (Indemnification), 11 (Limitation of Liability), 13 (Governing Law) and any other clause that by its nature is intended to survive will survive termination of this Agreement indefinitely or to the extent set out therein.

4. Fees; Payment.

a) **Fees.** Client will pay all fees, costs and other amounts as specified in each Order or SOW. Annual or subscription fees are due upfront at the beginning of each annual Term. Services fees and one-time fees are due according to the billing frequency specified in each Order or SOW. Absent any specific billing frequency, Client will pay fees for Services on a monthly basis in arrears for time and materials engagements, or milestone basis as billed upon delivery of each milestone. GXG Services are billed up front annually prior to the then-current term. Hardware will be invoiced to Client upon shipment. Granicus may suspend Client's access to any Products if there is a lapse in payment not remedied promptly upon notice to Client. A lapse in the Term of each Order or SOW will require the payment of a setup fee to reinstate the subscription. All fees are exclusive of applicable state, local, and federal taxes, which, if any, will be included in the invoice. It is Client's responsibility to provide applicable exemption certificate(s).

b) **Payment.** Client will remit payment of the fees due within thirty (30) days of receipt of an accurate invoice from Granicus or its authorized reseller, or if Client is subject to different payment terms imposed by applicable regulation, such required payment duration. Any disputed amounts will be identified in writing to Granicus within the payment period or be deemed accurate and payable. With respect to any amount due to Granicus which is not paid within the payment period, Granicus may apply interest at the rate of one and half percent (1.5%) per month, or such lesser amount required by law, assessed from the due date through the date of payment. Client acknowledges and agrees that orders placed by Client for Products and Services will be non-cancellable and the fees paid are non-refundable unless otherwise expressly stated in the Agreement.

c) **Purchase Orders.** Upon request, Granicus will reference a purchase order number on its invoices if Client provides the corresponding purchase order information to Granicus prior to generating the invoice. Client agrees that a failure to provide Granicus with purchase order information will not relieve Client of its obligations to provide payment in accordance with this section.

d) **Price Changes.** Subject to any price schedule or pre-negotiated fees to which this Agreement or an Order may be subject, Granicus will provide notice of any price changes prior to the end of the current Term, which subject to Section 3.b, will become effective as of the next Renewal Term. Such notification may be made via Order, email, or invoice provided by Granicus. Renewals at the same volume amount will not increase more than ten percent (10%) over the prior year's fees. Purchases of additional Products will be at Granicus' then-current price and licenses, subject to volume or transaction metrics, and will be reviewed annually prior to commencement of the Renewal Term, with fees adjusted to cover increases in Client's use.

e) **Cooperative Purchasing.** To the extent permitted by law the terms of this Agreement may be extended for use by other municipalities, school districts and governmental agencies. Orders and SOWs entered into by such third parties are independent agreements between the third party and Granicus and do not affect this Agreement or any Order or SOW between Granicus and Client.

f) **Overages.** For any Products or Services purchased in tiers, with volume caps, specified number of users, or other measured metrics, it is the Client's responsibility to purchase up to the level of use needed by Client. Any overage will be charged to Client at the then-current rate for such tier or volume, or the rate set forth in Client's pricing arrangements with Granicus or Granicus resellers. Payment for such overages must be made in the then-current term unless otherwise agreed to by the parties in writing.

g) **Resellers.** If Client has entered into a separate agreement with an authorized distributor or reseller of Products and/or Services, the terms of such third-party agreement will supersede conflicting terms contained herein solely as they relate to payment schedules and pricing as negotiated between Client and the reseller.

h) **Termination for Convenience.** Any party may terminate this Agreement at any time, with or without cause, by giving written notice to the other parties of such termination and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination. In the event of such termination, the Granicus shall be entitled to receive just and equitable compensation for any specific services completed in a satisfactory manner prior to the date of termination.

5. Client Responsibilities.

a) **Content.** Client will be solely responsible for the Content submitted to the Products and will comply with all laws, rules and regulations relating to the use, disclosure and transmission of such Content, including providing such to Granicus. Client represents and warrants it has the legal right to provide the Content to Granicus and that such use or disclosure does not violate the intellectual property, privacy or other legal rights of any third party. Client grants Granicus a limited, non-exclusive right during the Term to access and use the Content to provide the Products and Services. Content does not include user feedback related to the Products or Services, which Granicus is free to use without any further permission or consideration to Client.

b) **Data Backup and Protection.** Client will maintain a back-up of any data or data files provided to Granicus. For certain Products, Granicus offers functionality that requires subscribers to enable password protection of subscriber profiles and associated data. Client assumes all responsibility for implementing and enforcing this security functionality in its sole discretion.

c) **Passwords.** Sign-on credentials used to access the Products are non-transferable. Client is responsible for keeping all passwords secure and for all use of the Products through Client's sign in credentials.

d) **Cooperation.** Client will provide any assistance reasonably required by Granicus to perform the Services, including timely review of plans and schedules for the Services and reasonable access to Client's offices for Services performed onsite. Services delayed or unable to be performed due to lack of Client cooperation or communication will be deemed delivered and no refunds will be issued for such services.

e) **Third-Party Technology.** Client will be responsible for securing all licenses for third party technology necessary for Granicus to perform the Services (including the right for Granicus to use such technology) and will be responsible for the performance of any third-party providing goods or services to Client related to the Services, including such third party's cooperation with Granicus.

f) **Use of Messaging Services.** Client may use Products to send emails and messages to users and third parties. Client is solely responsible for any such message and their content, including securing the legal right to send the message. Messages may be blocked, delayed, or prevented from being delivered by destination servers and other reasons outside of Granicus' control, and there is no warranty that messages will reach their intended destination in a given timeframe.

6. Support. Basic support and maintenance services provided to Client for Products ("Support") is included in the fees paid for the Granicus Product subscription or maintenance during the Term and will be provided in accordance with the Service Level Agreement set forth at www.granicus.com/sla/legislative. Granicus may update its Support obligations under this Agreement, so long as the level of Support agreed to by the parties is not materially diminished due to such modification.

7. Representations; Warranties; Disclaimers.

a) **Representations.** Each Party represents that it has validly entered into this Agreement and has the legal power to do so.

b) **Warranties:**

(i) Each party warrants that it has the rights necessary to grant to the other party the licenses granted in this Agreement.

(ii) Granicus warrants that it will perform its obligations in a professional and workmanlike manner in accordance with industry standards.

(iii)

8. Services.

a) Granicus will perform Services in accordance with this Agreement and the SOW. Granicus is not obligated to provide any Services unless set out in the SOW. Unless otherwise set out in the SOW or as agreed to by the parties the Services will be performed remotely. Any estimates provided in the SOW, including expected hours to complete the Services and any timeline provided by Granicus, are based on known functional requirements and technical environments as of the effective date of the SOW. Changes or delays in the work schedule originating with Client are subject to the project change procedure and may result in an increase in fees.

b) Granicus grants Client a non-exclusive, non-transferable, royalty-free, perpetual license to use the Deliverables on behalf of and for the benefit of Client independently and with the Products. Granicus retains all right, title and interest to the Deliverables except for those rights expressly granted to Client. Deliverables and Services are deemed accepted upon delivery unless otherwise set forth in a SOW.

c) Any modifications to the Services must be in writing and signed by authorized representatives of each party. Granicus personnel performing Services at Client's offices will comply with Client's policies and procedures in effect at such location.

d) If agreed to by the Parties in the SOW, Client will also pay for all reasonable travel-related and out-of-pocket expenses incurred by Granicus in the performance of the Services in accordance with Client's travel and expense policy which will be provided to Granicus in writing (or Granicus' policy if none is provided by Client) and which will be billed monthly and due thirty (30) days following date of invoice.

9. Confidentiality. During performance of the Services, each party may receive Confidential Information of the other party.

a) **"Confidential Information"** means all confidential and/or trade secret information of either party (**"Disclosing Party"**), including but not limited to: (i) Granicus' Products; (ii) non-public information if it is clearly and conspicuously marked as "confidential" or with a similar designation at the time of disclosure; (iii) non-public information of the Disclosing Party if it is identified as confidential and/or proprietary before, during, or promptly after presentation or communication; and (iv) any information that should be reasonably understood to be confidential or proprietary given the nature of the information and the context in which disclosed, in each case that is disclosed to the other party (**"Receiving Party"**) or to which the Receiving Party gains access in connection with performance of the Services.

b) Subject to freedom of information, government transparency, or similar applicable law, each Receiving Party will receive and hold any Confidential Information in strict confidence and will: (i) protect and safeguard the Confidential Information against unauthorized use, publication or disclosure; (ii) not reveal, report, publish, disclose, transfer, copy or otherwise use any Confidential Information except as specifically authorized by the Disclosing Party; (iii) not use any Confidential Information for any purpose other than in performance of this Agreement; (iv) restrict access to Confidential Information to those of its advisors, officers, directors, employees, agents, consultants, contractors and lobbyists who have a need to know, who have been advised of the confidential nature thereof, and who are under express written obligations of confidentiality or under obligations of confidentiality imposed by law or rule; and (v) exercise at least the same standard of care and security to protect the confidentiality of the Confidential Information received by it as it protects its own confidential information, but no less than a reasonable degree of care.

c) If a Receiving Party is requested or required in a judicial, administrative, or governmental proceeding to disclose any Confidential Information, it will notify the Disclosing Party as promptly as

practicable so that the Disclosing Party may seek an appropriate protective order or waiver for that instance, unless such notification is prohibited by law or judicial order.

d) The foregoing obligations do not apply to information that: (i) is already public or becomes available to the public through no breach of this section; (ii) was in the Receiving Party's lawful possession before receipt from the Disclosing Party; (iii) is lawfully received independently from a third party who is not bound by a confidentiality obligation; or (iv) is independently developed by or on behalf of the Receiving Party without use of any Confidential Information.

e) Upon written request of the Disclosing Party, the Receiving Party agrees to promptly return or destroy all Confidential Information in its possession, and certify its destruction in writing, provided that the Receiving Party may retain a copy of the returned or destroyed items for archival purposes in accordance with its records retention policies and subject to this section.

f) Disclosing Party may be irreparably damaged if the obligations under this section are not enforced and as such may not have an adequate remedy in the event of a breach by Receiving Party of its obligations hereunder. The parties agree, therefore, that Disclosing Party is entitled to seek, in addition to other available remedies, an injunction restraining any actual, threatened or further breaches of the Receiving Party's obligations under this section or any other appropriate equitable order or decree.

10. Indemnification.

a) Granicus will defend, indemnify and hold Client harmless from and against all losses, liabilities, damages and expenses including reasonable attorney fees (collectively, "Losses") arising from any claim or suit by an unaffiliated third party that the Products or Deliverables, as delivered to Client and when used in accordance with this Agreement and the applicable Order or SOW, infringes a valid U.S. copyright or U.S. patent issued as of the date of the applicable Order or SOW (a "Claim").

b) To the extent permitted by applicable law, Granicus will have control of the defense and reserves the right to settle any Claim. Client must notify Granicus promptly of any Claim and provide reasonable cooperation to Granicus, upon Granicus' request and at Granicus' cost, to defend such Claim. Granicus will not agree to any settlement which requires acknowledgment of fault or an incurred liability on the part of an indemnified party not otherwise covered by this indemnification without indemnified party's prior consent. Client may elect to participate in the defense of any claim with counsel of its choosing at its own expense.

c) If the Products or Deliverables are subject to a claim of infringement or misappropriation, or if Granicus reasonably believes the Products or Deliverables may be subject to such a Claim, Granicus reserves the right, in its sole discretion, to: (i) replace the affected Products or Deliverable with non-infringing functional equivalents; (ii) modify the affected Products or Deliverable to render it non-infringing; or (iii) terminate this Agreement or the applicable Order or SOW with respect to the affected Granicus Product or Deliverable and refund to Client any prepaid fees for the then-remaining portion of the Order or SOW Term.

d) Granicus will have no obligation to indemnify, defend, or hold Client harmless from any Claim to the extent it is based upon: (i) a modification to the Granicus Product or Deliverable by anyone other than Granicus; (ii) a modification made by Granicus pursuant to Client's required instructions or specifications

or in reliance on materials or information provided by Client; (iii) combination with the Products or Deliverable with non-Granicus software or data; or (iv) Client's (or any authorized user of Client) use of any Products or Deliverables other than in accordance with this Agreement.

e) This section sets forth Client's sole and exclusive remedy, and Granicus' entire liability, for any Claim that the Products, Deliverables or any other materials provided by Granicus violate or infringe upon the rights of any third party.

11. Limitation of Liability.

a) EXCEPT FOR LIABILITY THAT CANNOT BE LIMITED OR EXCLUDED UNDER APPLICABLE LAW, UNDER NO CIRCUMSTANCES WILL EITHER PARTY BE LIABLE FOR ANY: (I) SPECIAL, INDIRECT, PUNITIVE, INCIDENTAL, OR CONSEQUENTIAL DAMAGES; OR (II) LOSS OR DAMAGE TO DATA, LOST PROFITS, SALES, BUSINESS, GOODWILL OR ANTICIPATED SAVINGS, WHETHER AN ACTION IS IN CONTRACT OR TORT (INCLUDING NEGLIGENCE) AND REGARDLESS OF THE THEORY OF LIABILITY, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

b) TO THE EXTENT IT IS PERMITTED BY MISSISSIPPI LAW, IN NO EVENT, EXCEPT FOR CLIENT'S OBLIGATIONS TO PAY AMOUNTS DUE UNDER THE ORDER OR SOW, OR GRANICUS' INDEMNIFICATION OBLIGATIONS SET FORTH IN SECTION 10 (INDEMNIFICATION), WILL EITHER PARTY'S MAXIMUM AGGREGATE LIABILITY FOR ALL CLAIMS ARISING IN CONNECTION WITH THIS AGREEMENT (IN TORT (INCLUDING NEGLIGENCE), CONTRACT OR OTHERWISE) EXCEED THE AMOUNT OF FEES PAID BY CLIENT TO GRANICUS OR GRANICUS' RESELLER, AS APPLICABLE, IN THE SIX (6) MONTHS IMMEDIATELY PRECEDING THE DATE THE DAMAGED PARTY NOTIFIES THE OTHER PARTY IN WRITING OF THE CLAIM. HOWEVER, IF CLIENT HAS PAID NO FEES UNDER THE TERMS OF AN ORDER IN THE TWELVE (12) MONTH PERIOD PRECEDING THE DATE OF THE INCIDENT GIVING RISE TO THE CLAIM, THE AGGREGATE LIABILITY OF GRANICUS TO CLIENT FOR SUCH CLAIM SHALL NOT EXCEED FIVE THOUSAND DOLLARS ($5,000).

12. General.

a) **Force Majeure.** With the exception of payment obligations, any delay in the performance by either party of its obligations hereunder will be excused when such delay in performance is due to any cause or event of any nature whatsoever beyond the reasonable control of such Party, including, without limitation, any act of God; any fire, flood, or weather condition; any computer virus, worm, denial of service attack; any earthquake; any act of a public enemy, war, insurrection, riot, explosion or strike; provided, that written notice thereof must be given by such Party to the other Party within twenty (20) days after occurrence of such cause or event.

b) **Independent Contractor.** Each party is an independent contractor and employees of each party are not considered to be employees of the other party. No agency, partnership, joint venture or other joint relationship is created by this Agreement. The parties shall not make any commitments binding on the other or make any representation that they are acting for, or on behalf of, the other. Each party assumes full responsibility for the actions of its personnel while performing the Services and such party will be solely responsible for the supervision, daily direction, control of its personnel, and for the payment of all of their compensation and any taxes related thereto.

c) **Publicity.** Neither party will use the name of the other party in publicity releases or similar activity without the consent of the other party, except Granicus may include Client's name and logo in client lists and similar communications.

d) **Waiver.** No waiver of any breach of any provision of this Agreement or the SOW by either party or the failure of either party to insist on the exact performance of any provision of this Agreement or the SOW will constitute a waiver of any prior, concurrent or subsequent breach of performance of the same or any other provisions hereof, and no waiver will be effective unless made in writing.

e) **Notices.** Other than routine administrative communications, which may be exchanged by the Parties via email or other means, all notices, consents, and approvals hereunder will be in writing and will be deemed to have been given upon: (i) personal delivery; (ii) the day of receipt, as shown in the applicable carrier's systems, if sent via FedEx, UPS, DHL, or other nationally recognized express carrier; (iii) the third business day after sending by U.S. Postal Service, First Class, postage prepaid, return receipt requested; or (iv) sending by email, with confirmed receipt from the receiving party. Either Party may provide the other with notice of a change in mailing or email address in which case the mailing or email address, as applicable, for that Party will be deemed to have been amended. The mailing and email addresses of the Client are as set forth in the Order or SOW, for Granicus as follows:

Granicus
Contracts
1152 15th Street NW, Suite 800 Washington DC 20005
1-800-314-0147
contracts@granicus.com

f) **Severability.** If any provision of this Agreement, Order, or SOW, or portion thereof, is held to be invalid, illegal or unenforceable by a court of competent jurisdiction, such provision will be severed and the remaining provisions of the Agreement, Order or SOW will remain in full force and effect.

g) **Assignment.** Neither Party may assign, delegate, or otherwise transfer this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party (such consent not to be unreasonably withheld). Notwithstanding the foregoing, either Party may assign this Agreement with reasonable notice to the other party to an affiliate or to a successor in interest resulting from acquisition of all, or substantially all, of the assigning party's business by means of merger, stock or asset purchase, or otherwise. Any assignment or attempted assignment in violation of this Agreement will be null and void. This Contract will bind and inure to the benefit of each party's permitted successors and assigns.

h) **Amendment.** This Agreement may not be amended or modified except by a written instrument signed by authorized representatives of both Parties.

j) **Applicable Law.** Each party will, at all times, exercise its rights and perform its obligations under this Agreement in compliance with all applicable law, rules, and regulations including all applicable local, state and federal laws and regulations prohibiting discrimination and harassment.

k) **Headings.** The various section headings of this Agreement are inserted only for convenience of reference and are not intended, nor will they be construed to modify, define, limit, or expand the intent of the Parties.

l) **No Third-Party Beneficiaries.** This Agreement is binding upon and insures solely to the benefit of the Parties hereto and their respective permitted successors and assigns; there are no third-party beneficiaries to this Agreement.

m) **Conflict of Interest.** Granicus certifies that it is not engaged in any current project or business transaction, directly or indirectly, nor has it any interest, direct or indirect, with any person or business that might result in a conflict of interest in the performance of the Agreement, Order, or SOW.

n) **Anti-Corruption**. Neither Party has received or been offered any illegal or improper bribe, kickback, payment, gift, or item of value from an employee or agent of the other Party in connection with this Agreement. If Client learns of any violation of the above restriction, Client shall immediately notify Granicus.

13. Governing Law. If Client is a public entity (a state or any agency or authority thereof, or county, city or town, public educational institution or other entity that serves a public purpose), this Agreement will be governed by and construed in accordance with the laws of the state in which the public entity is located, with venue being a court of competent jurisdiction within such state. If Client is the Federal government of the United States or any branch or agency thereof, this Agreement will be governed by the laws of the United States with venue being any Federal district court of competent jurisdiction. If Client is a private or commercial entity, this Agreement will be governed by the laws of the state of New York, without reference to the state's conflict of law principles, with exclusive jurisdiction of the state and federal courts located in the borough of Manhattan, New York, New York. If Client is located in Canada, this Agreement will be governed by the laws of the Province of Ontario with suit brought only in the General Division of the Ontario Court of Justice. No applicable principals of conflicts of laws, imputed terms of the Uniform Commercial Code, or the United Nations Convention on contracts for the international sale of goods will apply to this Agreement.

14. Entire Agreement. This Agreement and Orders and SOWs governed by this Agreement constitutes the entire agreement between Granicus and Client, and supersedes all prior agreements, requests for proposals or pricing and the corresponding responses, understandings, representations or correspondence relevant to the subject matter hereof. Perpetual licenses granted to Client under prior agreements remain in full force and effect. If your organization and Granicus has entered into a separate agreement or is utilizing a contract vehicle for this transaction, the terms of this Agreement are incorporated into such separate agreement or contract vehicle by reference, with any directly conflicting terms and conditions being resolved in favor of the separate agreement or contract vehicle to the extent applicable. Inconsistencies between documents will be resolved in the following order: (I) this Agreement; (ii) Orders and SOWs; (iii) all other purchase documents executed by the parties (except for any pre-printed or standard terms contained on purchase orders which shall have no force or effect); (iv) Granicus' response to Client's RFI, RFP, RFQ; and (v) Client's RFI, RFP, RFQ. Client has not been induced to enter into this Agreement or the SOW by any representations or promises not specifically stated herein. This

Agreement may be updated from time to time at Granicus' sole discretion. Notification to Client will be via email or posting to the Granicus website.

Docusign Envelope ID: 6A865BC2-31AA-4340-96C8-7D407CD690F5

GRANICUS

ATTACHMENT A

Subscription and Services Agreement
US/Canada

This Subscription and Services Agreement (**"Agreement"**) is effective as of the date an Order or SOW (as defined below) commences that references this Agreement (**"Effective Date"**), and is a contract between the party procuring Granicus Products and/or Services named in the Order or SOW (**"Client"**) and Granicus, LLC, a Minnesota Limited Liability Company for those Clients located in the US, or Granicus Canada Holdings, U.L.C., an unlimited liability corporation for those Clients located in Canada (**"Granicus"**).

1. **Definitions.** For the purpose of this Agreement, the following terms have the corresponding definitions:

"Content" means any material or data: (i) displayed or published on Client's website; (ii) provided by Client to Granicus to perform the Services; or (iii) uploaded into Products by Client or on Client's behalf. Content expressly excludes Granicus Data;

"Deliverable(s)" means any computer software, and related written documentation, reports or materials developed by Granicus as part of a Services engagement;

"Granicus Data" means data owned, generated or collected by Granicus separately from Content provided by Client, including data generated by use of the Products or personal information related to individuals who use the Products or Services, which is collected and used in accordance with applicable law and in conformance with publicly posted privacy policies;

"IP Rights" means all current and future worldwide statutory or other proprietary rights, whether registered or unregistered, including but not limited to, moral rights, copyright, trademarks, rights in designs, patents, rights in computer software data base rights, rights in know-how, mask work, trade secrets, inventions, domain or company names and any application for the foregoing, including registration rights.

"Order" means a binding proposal, written order, or purchasing document setting forth the Products made available to Client under the terms of this Agreement either directly with Granicus or through an authorized third party reseller;

"Products" means the: (i) online or cloud subscription services; (ii) on premise software; (iii) embedded software; and (iv) Granicus Data, licensed to Client, and hardware components purchased by Client under this Agreement, as applicable and as set forth in the Order or SOW;

"Services" means the consulting, integration, installation, and/or implementation services to be performed by Granicus as described in the SOW; and

"SOW" means a statement of work agreed to by the parties that references this Agreement and describes the Services and Deliverables provided as part of a Services engagement pursuant to the Services provisions set forth in this Agreement.

2. Intellectual Property Ownership and Use Rights.

a) **Intellectual Property Ownership.** Granicus and its licensors own all IP Rights in the Products and Granicus Data. Client and its authorized users have no right, title or interest in the Products or Granicus Data other than the license rights expressly granted herein. All rights not expressly granted herein are reserved by Granicus and its licensors.

b) **License to Products.** Granicus hereby grants Client a non-exclusive, non-transferable license to access and use the Products identified in the Order during the Term set forth therein. In addition to the terms of this Agreement and the Order, product-specific license terms applicable to certain of the Products and Granicus Data can be found at www.Granicus.com/legal/licensing and are hereby incorporated into this Agreement by reference.

c) **Third Party Contractors.** Client may permit its third-party contractors to access and use the Products solely on behalf of and for the benefit of Client, so long as: (i) such contractor agrees to comply with this Agreement as if it were Client; (ii) Client remains responsible for each contractor's compliance with this Agreement and any breach thereof; and (iii) all volume or transaction-based use of the Products includes use by contractors. All rights granted to any contractor terminate immediately upon conclusion of the Services rendered to Client that give rise to such right. Upon termination of such rights, contractor will immediately cease all use of the Products and uninstall and destroy all confidential or proprietary Granicus information in its possession. Client will certify compliance with this section in writing upon Granicus' request.

d) **Data Sources.** Client may only upload data related to individuals that originates with or is owned by Client. Client shall not upload data purchased from third parties without Granicus' prior written consent and list cleansing Services provided by Granicus for an additional fee.

e) **Content.** Client can only use Products to share Content that is created by or owned by Client and/or Content for affiliated organizations, provided that use by Client for affiliated organizations is in support only, and not as a primary communication vehicle for such organizations that do not have their own license to the Products. Granicus does not own the Content submitted by Client nor is Granicus responsible for any Content used, uploaded or migrated by Client or any third party. Granicus will not sell, use, or disclose any Content for any purpose other than performing Services subject to this Agreement. For clarification, the fact that Content and Granicus Data may contain the same or similar information does not minimize or limit the ownership or use rights of either party as it relates to Content on the part of Client, or Granicus Data on the part of Granicus.

f) **Advertising.** Client shall not use Products to promote products or services available for sale through Client or any third party without Granicus' prior written consent.

g) **Restrictions.** Client shall not:

(i) Use or permit any end user to use the Products to store or display adult content, promote illegal or immoral activities, send or store infringing, obscene, threatening or unlawful or

tortious material or disrupt others use of the Products, network services or network equipment, including unsolicited advertising or chain letters, propagation of computer worms and viruses, or use of the Products to make unauthorized entry into any other device accessible via the network or Products;

(ii) Disassemble, decompile, reverse engineer or make derivative works of the Products;

(iii) Rent, lease, lend, or host the Products to or for any third party, or disclose the Products to any third party except as otherwise permitted in this Agreement or an Order or SOW;

(iv) Use the Products in violation of any applicable law, rule, or regulation, including violation of laws regarding the processing, use, or disclosure of personal information, or violation of any United States export control or regulation, United States embargo, or denied or sanctioned parties prohibitions; or

(v) Modify, adapt, or use the Products to develop any software application intended for resale which uses or competes with the Products in whole or in part.

3. Term; Termination.

a) **Agreement Term.** This Agreement begins on the Effective Date and remains in effect for the period set out in the Order (**"Initial Term"**). Thereafter, this Agreement will continue in effect until all Orders or SOWs have expired or been terminated.

renewal clause

b) **Order Term.** Each Order will be effective on the date set out therein and will remain in effect during the Initial Term identified in the Order. Each Order will automatically renew for twelve (12) month terms (each, a **"Renewal Term"**) unless either party gives the other party notice of non-renewal within thirty (30) days of notification of price change as described in Section 4.d., or within sixty (60) days prior to the start of the next Renewal Term, whichever is later. The Initial Term and all Renewal Terms are collectively, the **"Term"**.

c) **SOW Term.** Each SOW will begin on the effective date of the SOW and will remain in effect until the Services are completed, this Agreement is terminated, or the termination date set out in the SOW (the **"Termination Date"**), whichever is later. If no specific Termination Date is designated in the SOW, Client may terminate the SOW upon thirty (30) days written notice to Granicus.

d) **Subscription Term.** The annual term for all Products licensed to Client on a subscription basis begins upon the Effective Date of the applicable Order and are based on subscription term and not actual usage. Products licensed on a subscription basis are deemed delivered upon Initial Availability. Initial Availability of a Product means the earlier of: (i) the issuance of a user name and password to Client to access the Product; (ii) the provision of the Product in its hosted environment on behalf of Client by Granicus technical personnel; or (iii) access to the Product by Granicus or third-party services personnel in order to commence configuration or implementation Services on behalf of Client.

e) **Termination for Default.** Either party may terminate this Agreement or any Order or SOW by written notice if the other party commits a material breach of this Agreement or the applicable Order or SOW and fails to cure such breach within thirty (30) days after receipt of such notice, or an additional period of time as agreed to by the parties.

f) **Non-Appropriation.** Client may terminate this Agreement or any Order or SOW by providing Granicus written notice during the then-current Term for lack of appropriation of funds for the Renewal

Term so long as Client has made best efforts to secure the necessary consents for renewal and obtain appropriate funds for payment of the fees.

g) **Effect of Termination.** Upon expiration or termination of an Order or SOW for any reason: (i) Client's right to access and use the Products will immediately cease (except for perpetual licenses granted under an Order, which will continue to be governed by this Agreement for the duration of the license); (ii) Client will promptly remit any fees due to Granicus under all Orders and SOWs; (iii) Granicus will promptly cease performance of any Services; and (iv) the parties will return or destroy any Confidential Information of the other party in its possession, and certify upon request to the other party of compliance with the foregoing. Client will have thirty (30) days from the expiration date of a subscription to extract or download any Content stored in the Products. Granicus has no obligation to retain any Content after such thirty (30)-day period nor is Granicus responsible for extracting the data on Client's behalf absent separate written agreement and the payment of additional fees.

h) **Survival.** Sections 4 (Fees, Payment), 9 (Confidentiality), 10 (Indemnification), 11 (Limitation of Liability), 13 (Governing Law) and any other clause that by its nature is intended to survive will survive termination of this Agreement indefinitely or to the extent set out therein.

4. Fees; Payment.

a) **Fees.** Client will pay all fees, costs and other amounts as specified in each Order or SOW. Annual or subscription fees are due upfront at the beginning of each annual Term. Services fees and one-time fees are due according to the billing frequency specified in each Order or SOW. Absent any specific billing frequency, Client will pay fees for Services on a monthly basis in arrears for time and materials engagements, or milestone basis as billed upon delivery of each milestone. GXG Services are billed up front annually prior to the then-current term. Hardware will be invoiced to Client upon shipment. Granicus may suspend Client's access to any Products if there is a lapse in payment not remedied promptly upon notice to Client. A lapse in the Term of each Order or SOW will require the payment of a setup fee to reinstate the subscription. All fees are exclusive of applicable state, local, and federal taxes, which, if any, will be included in the invoice. It is Client's responsibility to provide applicable exemption certificate(s).

b) **Payment.** Client will remit payment of the fees due within thirty (30) days of receipt of an accurate invoice from Granicus or its authorized reseller, or if Client is subject to different payment terms imposed by applicable regulation, such required payment duration. Any disputed amounts will be identified in writing to Granicus within the payment period or be deemed accurate and payable. With respect to any amount due to Granicus which is not paid within the payment period, Granicus may apply interest at the rate of one and half percent (1.5%) per month, or such lesser amount required by law, assessed from the due date through the date of payment. Client acknowledges and agrees that orders placed by Client for Products and Services will be non-cancellable and the fees paid are non-refundable unless otherwise expressly stated in the Agreement.

c) **Purchase Orders.** Upon request, Granicus will reference a purchase order number on its invoices if Client provides the corresponding purchase order information to Granicus prior to generating the invoice. Client agrees that a failure to provide Granicus with purchase order information will not relieve Client of its obligations to provide payment in accordance with this section.

d) **Price Changes.** Subject to any price schedule or pre-negotiated fees to which this Agreement or an Order may be subject, Granicus will provide notice of any price changes prior to the end of the current Term, which subject to Section 3.b, will become effective as of the next Renewal Term. Such notification may be made via Order, email, or invoice provided by Granicus. Renewals at the same volume amount will not increase more than ten percent (10%) over the prior year's fees. Purchases of additional Products will be at Granicus' then-current price and licenses, subject to volume or transaction metrics, and will be reviewed annually prior to commencement of the Renewal Term, with fees adjusted to cover increases in Client's use.

e) **Cooperative Purchasing.** To the extent permitted by law the terms of this Agreement may be extended for use by other municipalities, school districts and governmental agencies. Orders and SOWs entered into by such third parties are independent agreements between the third party and Granicus and do not affect this Agreement or any Order or SOW between Granicus and Client.

f) **Overages**. For any Products or Services purchased in tiers, with volume caps, specified number of users, or other measured metrics, it is the Client's responsibility to purchase up to the level of use needed by Client. Any overage will be charged to Client at the then-current rate for such tier or volume, or the rate set forth in Client's pricing arrangements with Granicus or Granicus resellers. Payment for such overages must be made in the then-current term unless otherwise agreed to by the parties in writing.

g) **Resellers.** If Client has entered into a separate agreement with an authorized distributor or reseller of Products and/or Services, the terms of such third-party agreement will supersede conflicting terms contained herein solely as they relate to payment schedules and pricing as negotiated between Client and the reseller.

h) **Termination for Convenience.** Any party may terminate this Agreement at any time, with or without cause, by giving written notice to the other parties of such termination and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination. In the event of such termination, the Granicus shall be entitled to receive just and equitable compensation for any specific services completed in a satisfactory manner prior to the date of termination.

5. Client Responsibilities.

a) **Content.** Client will be solely responsible for the Content submitted to the Products and will comply with all laws, rules and regulations relating to the use, disclosure and transmission of such Content, including providing such to Granicus. Client represents and warrants it has the legal right to provide the Content to Granicus and that such use or disclosure does not violate the intellectual property, privacy or other legal rights of any third party. Client grants Granicus a limited, non-exclusive right during the Term to access and use the Content to provide the Products and Services. Content does not include user feedback related to the Products or Services, which Granicus is free to use without any further permission or consideration to Client.

b) **Data Backup and Protection.** Client will maintain a back-up of any data or data files provided to Granicus. For certain Products, Granicus offers functionality that requires subscribers to enable password protection of subscriber profiles and associated data. Client assumes all responsibility for implementing and enforcing this security functionality in its sole discretion.

c) **Passwords.** Sign-on credentials used to access the Products are non-transferable. Client is responsible for keeping all passwords secure and for all use of the Products through Client's sign in credentials.

d) **Cooperation.** Client will provide any assistance reasonably required by Granicus to perform the Services, including timely review of plans and schedules for the Services and reasonable access to Client's offices for Services performed onsite. Services delayed or unable to be performed due to lack of Client cooperation or communication will be deemed delivered and no refunds will be issued for such services.

e) **Third-Party Technology.** Client will be responsible for securing all licenses for third party technology necessary for Granicus to perform the Services (including the right for Granicus to use such technology) and will be responsible for the performance of any third-party providing goods or services to Client related to the Services, including such third party's cooperation with Granicus.

f) **Use of Messaging Services**. Client may use Products to send emails and messages to users and third parties. Client is solely responsible for any such message and their content, including securing the legal right to send the message. Messages may be blocked, delayed, or prevented from being delivered by destination servers and other reasons outside of Granicus' control, and there is no warranty that messages will reach their intended destination in a given timeframe.

6. Support. Basic support and maintenance services provided to Client for Products ("Support") is included in the fees paid for the Granicus Product subscription or maintenance during the Term and will be provided in accordance with the Service Level Agreement set forth at www.granicus.com/legal/licensing. Granicus may update its Support obligations under this Agreement, so long as the level of Support agreed to by the parties is not materially diminished due to such modification.

7. Representations; Warranties; Disclaimers.

a) **Representations.** Each Party represents that it has validly entered into this Agreement and has the legal power to do so.

b) **Warranties:**

(i) Each party warrants that it has the rights necessary to grant to the other party the licenses granted in this Agreement.

(ii) Granicus warrants that it will perform its obligations in a professional and workmanlike manner in accordance with industry standards.

(iii)

8. Services.

a) Granicus will perform Services in accordance with this Agreement and the SOW. Granicus is not obligated to provide any Services unless set out in the SOW. Unless otherwise set out in the SOW or as agreed to by the parties the Services will be performed remotely. Any estimates provided in the SOW, including expected hours to complete the Services and any timeline provided by Granicus, are based on known functional requirements and technical environments as of the effective date of the SOW. Changes or delays in the work schedule originating with Client are subject to the project change procedure and may result in an increase in fees.

b) Granicus grants Client a non-exclusive, non-transferable, royalty-free, perpetual license to use the Deliverables on behalf of and for the benefit of Client independently and with the Products. Granicus retains all right, title and interest to the Deliverables except for those rights expressly granted to Client. Deliverables and Services are deemed accepted upon delivery unless otherwise set forth in a SOW.

c) Any modifications to the Services must be in writing and signed by authorized representatives of each party. Granicus personnel performing Services at Client's offices will comply with Client's policies and procedures in effect at such location.

d) If agreed to by the Parties in the SOW, Client will also pay for all reasonable travel-related and out-of-pocket expenses incurred by Granicus in the performance of the Services in accordance with Client's travel and expense policy which will be provided to Granicus in writing (or Granicus' policy if none is provided by Client) and which will be billed monthly and due thirty (30) days following date of invoice.

9. Confidentiality. During performance of the Services, each party may receive Confidential Information of the other party.

a) **"Confidential Information"** means all confidential and/or trade secret information of either party (**"Disclosing Party"**), including but not limited to: (i) Granicus' Products; (ii) non-public information if it is clearly and conspicuously marked as "confidential" or with a similar designation at the time of disclosure; (iii) non-public information of the Disclosing Party if it is identified as confidential and/or proprietary before, during, or promptly after presentation or communication; and (iv) any information that should be reasonably understood to be confidential or proprietary given the nature of the information and the context in which disclosed, in each case that is disclosed to the other party (**"Receiving Party"**) or to which the Receiving Party gains access in connection with performance of the Services.

b) Subject to freedom of information, government transparency, or similar applicable law, each Receiving Party will receive and hold any Confidential Information in strict confidence and will: (i) protect and safeguard the Confidential Information against unauthorized use, publication or disclosure; (ii) not reveal, report, publish, disclose, transfer, copy or otherwise use any Confidential Information except as specifically authorized by the Disclosing Party; (iii) not use any Confidential Information for any purpose other than in performance of this Agreement; (iv) restrict access to Confidential Information to those of its advisors, officers, directors, employees, agents, consultants, contractors and lobbyists who have a need to know, who have been advised of the confidential nature thereof, and who are under express written obligations of confidentiality or under obligations of confidentiality imposed by law or rule; and (v) exercise at least the same standard of care and security to protect the confidentiality of the Confidential Information received by it as it protects its own confidential information, but no less than a reasonable degree of care.

c) If a Receiving Party is requested or required in a judicial, administrative, or governmental proceeding to disclose any Confidential Information, it will notify the Disclosing Party as promptly as

practicable so that the Disclosing Party may seek an appropriate protective order or waiver for that instance, unless such notification is prohibited by law or judicial order.

d) The foregoing obligations do not apply to information that: (i) is already public or becomes available to the public through no breach of this section; (ii) was in the Receiving Party's lawful possession before receipt from the Disclosing Party; (iii) is lawfully received independently from a third party who is not bound by a confidentiality obligation; or (iv) is independently developed by or on behalf of the Receiving Party without use of any Confidential Information.

e) Upon written request of the Disclosing Party, the Receiving Party agrees to promptly return or destroy all Confidential Information in its possession, and certify its destruction in writing, provided that the Receiving Party may retain a copy of the returned or destroyed items for archival purposes in accordance with its records retention policies and subject to this section.

f) Disclosing Party may be irreparably damaged if the obligations under this section are not enforced and as such may not have an adequate remedy in the event of a breach by Receiving Party of its obligations hereunder. The parties agree, therefore, that Disclosing Party is entitled to seek, in addition to other available remedies, an injunction restraining any actual, threatened or further breaches of the Receiving Party's obligations under this section or any other appropriate equitable order or decree.

10. Indemnification.

a) Granicus will defend, indemnify and hold Client harmless from and against all losses, liabilities, damages and expenses including reasonable attorney fees (collectively, "Losses") arising from any claim or suit by an unaffiliated third party that the Products or Deliverables, as delivered to Client and when used in accordance with this Agreement and the applicable Order or SOW, infringes a valid U.S. copyright or U.S. patent issued as of the date of the applicable Order or SOW (a "Claim").

b) To the extent permitted by applicable law, Granicus will have control of the defense and reserves the right to settle any Claim. Client must notify Granicus promptly of any Claim and provide reasonable cooperation to Granicus, upon Granicus' request and at Granicus' cost, to defend such Claim. Granicus will not agree to any settlement which requires acknowledgment of fault or an incurred liability on the part of an indemnified party not otherwise covered by this indemnification without indemnified party's prior consent. Client may elect to participate in the defense of any claim with counsel of its choosing at its own expense.

c) If the Products or Deliverables are subject to a claim of infringement or misappropriation, or if Granicus reasonably believes the Products or Deliverables may be subject to such a Claim, Granicus reserves the right, in its sole discretion, to: (i) replace the affected Products or Deliverable with non-infringing functional equivalents; (ii) modify the affected Products or Deliverable to render it non-infringing; or (iii) terminate this Agreement or the applicable Order or SOW with respect to the affected Granicus Product or Deliverable and refund to Client any prepaid fees for the then-remaining portion of the Order or SOW Term.

d) Granicus will have no obligation to indemnify, defend, or hold Client harmless from any Claim to the extent it is based upon: (i) a modification to the Granicus Product or Deliverable by anyone other than Granicus; (ii) a modification made by Granicus pursuant to Client's required instructions or specifications

or in reliance on materials or information provided by Client; (iii) combination with the Products or Deliverable with non-Granicus software or data; or (iv) Client's (or any authorized user of Client) use of any Products or Deliverables other than in accordance with this Agreement.

e) This section sets forth Client's sole and exclusive remedy, and Granicus' entire liability, for any Claim that the Products, Deliverables or any other materials provided by Granicus violate or infringe upon the rights of any third party.

11. Limitation of Liability.

a) EXCEPT FOR LIABILITY THAT CANNOT BE LIMITED OR EXCLUDED UNDER APPLICABLE LAW, UNDER NO CIRCUMSTANCES WILL EITHER PARTY BE LIABLE FOR ANY: (I) SPECIAL, INDIRECT, PUNITIVE, INCIDENTAL, OR CONSEQUENTIAL DAMAGES; OR (II) LOSS OR DAMAGE TO DATA, LOST PROFITS, SALES, BUSINESS, GOODWILL OR ANTICIPATED SAVINGS, WHETHER AN ACTION IS IN CONTRACT OR TORT (INCLUDING NEGLIGENCE) AND REGARDLESS OF THE THEORY OF LIABILITY, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

b) TO THE EXTENT IT IS PERMITTED BY MISSISSIPPI LAW, IN NO EVENT, EXCEPT FOR CLIENT'S OBLIGATIONS TO PAY AMOUNTS DUE UNDER THE ORDER OR SOW, OR GRANICUS' INDEMNIFICATION OBLIGATIONS SET FORTH IN SECTION 10 (INDEMNIFICATION), WILL EITHER PARTY'S MAXIMUM AGGREGATE LIABILITY FOR ALL CLAIMS ARISING IN CONNECTION WITH THIS AGREEMENT (IN TORT (INCLUDING NEGLIGENCE), CONTRACT OR OTHERWISE) EXCEED THE AMOUNT OF FEES PAID BY CLIENT TO GRANICUS OR GRANICUS' RESELLER, AS APPLICABLE, IN THE SIX (6) MONTHS IMMEDIATELY PRECEDING THE DATE THE DAMAGED PARTY NOTIFIES THE OTHER PARTY IN WRITING OF THE CLAIM. HOWEVER, IF CLIENT HAS PAID NO FEES UNDER THE TERMS OF AN ORDER IN THE TWELVE (12) MONTH PERIOD PRECEDING THE DATE OF THE INCIDENT GIVING RISE TO THE CLAIM, THE AGGREGATE LIABILITY OF GRANICUS TO CLIENT FOR SUCH CLAIM SHALL NOT EXCEED FIVE THOUSAND DOLLARS ($5,000).

12. General.

a) Force Majeure. With the exception of payment obligations, any delay in the performance by either party of its obligations hereunder will be excused when such delay in performance is due to any cause or event of any nature whatsoever beyond the reasonable control of such Party, including, without limitation, any act of God; any fire, flood, or weather condition; any computer virus, worm, denial of service attack; any earthquake; any act of a public enemy, war, insurrection, riot, explosion or strike; provided, that written notice thereof must be given by such Party to the other Party within twenty (20) days after occurrence of such cause or event.

b) **Independent Contractor.** Each party is an independent contractor and employees of each party are not considered to be employees of the other party. No agency, partnership, joint venture or other joint relationship is created by this Agreement. The parties shall not make any commitments binding on the other or make any representation that they are acting for, or on behalf of, the other. Each party assumes full responsibility for the actions of its personnel while performing the Services and such party will be solely responsible for the supervision, daily direction, control of its personnel, and for the payment of all of their compensation and any taxes related thereto.

c) **Publicity.** Neither party will use the name of the other party in publicity releases or similar activity without the consent of the other party, except Granicus may include Client's name and logo in client lists and similar communications.

d) **Waiver.** No waiver of any breach of any provision of this Agreement or the SOW by either party or the failure of either party to insist on the exact performance of any provision of this Agreement or the SOW will constitute a waiver of any prior, concurrent or subsequent breach of performance of the same or any other provisions hereof, and no waiver will be effective unless made in writing.

e) **Notices.** Other than routine administrative communications, which may be exchanged by the Parties via email or other means, all notices, consents, and approvals hereunder will be in writing and will be deemed to have been given upon: (i) personal delivery; (ii) the day of receipt, as shown in the applicable carrier's systems, if sent via FedEx, UPS, DHL, or other nationally recognized express carrier; (iii) the third business day after sending by U.S. Postal Service, First Class, postage prepaid, return receipt requested; or (iv) sending by email, with confirmed receipt from the receiving party. Either Party may provide the other with notice of a change in mailing or email address in which case the mailing or email address, as applicable, for that Party will be deemed to have been amended. The mailing and email addresses of the Client are as set forth in the Order or SOW, for Granicus as follows:

Granicus
Contracts
1152 15th Street NW, Suite 800 Washington DC 20005
1-800-314-0147
contracts@granicus.com

f) **Severability.** If any provision of this Agreement, Order, or SOW, or portion thereof, is held to be invalid, illegal or unenforceable by a court of competent jurisdiction, such provision will be severed and the remaining provisions of the Agreement, Order or SOW will remain in full force and effect.

g) **Assignment.** Neither Party may assign, delegate, or otherwise transfer this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party (such consent not to be unreasonably withheld). Notwithstanding the foregoing, either Party may assign this Agreement with reasonable notice to the other party to an affiliate or to a successor in interest resulting from acquisition of all, or substantially all, of the assigning party's business by means of merger, stock or asset purchase, or otherwise. Any assignment or attempted assignment in violation of this Agreement will be null and void. This Contract will bind and inure to the benefit of each party's permitted successors and assigns.

h) **Amendment.** This Agreement may not be amended or modified except by a written instrument signed by authorized representatives of both Parties.

j) **Applicable Law.** Each party will, at all times, exercise its rights and perform its obligations under this Agreement in compliance with all applicable law, rules, and regulations including all applicable local, state and federal laws and regulations prohibiting discrimination and harassment.

k) **Headings.** The various section headings of this Agreement are inserted only for convenience of reference and are not intended, nor will they be construed to modify, define, limit, or expand the intent of the Parties.

l) **No Third-Party Beneficiaries.** This Agreement is binding upon and insures solely to the benefit of the Parties hereto and their respective permitted successors and assigns; there are no third-party beneficiaries to this Agreement.

m) **Conflict of Interest.** Granicus certifies that it is not engaged in any current project or business transaction, directly or indirectly, nor has it any interest, direct or indirect, with any person or business that might result in a conflict of interest in the performance of the Agreement, Order, or SOW.

n) **Anti-Corruption**. Neither Party has received or been offered any illegal or improper bribe, kickback, payment, gift, or item of value from an employee or agent of the other Party in connection with this Agreement. If Client learns of any violation of the above restriction, Client shall immediately notify Granicus.

13. Governing Law. If Client is a public entity (a state or any agency or authority thereof, or county, city or town, public educational institution or other entity that serves a public purpose), this Agreement will be governed by and construed in accordance with the laws of the state in which the public entity is located, with venue being a court of competent jurisdiction within such state. If Client is the Federal government of the United States or any branch or agency thereof, this Agreement will be governed by the laws of the United States with venue being any Federal district court of competent jurisdiction. If Client is a private or commercial entity, this Agreement will be governed by the laws of the state of New York, without reference to the state's conflict of law principles, with exclusive jurisdiction of the state and federal courts located in the borough of Manhattan, New York, New York. If Client is located in Canada, this Agreement will be governed by the laws of the Province of Ontario with suit brought only in the General Division of the Ontario Court of Justice. No applicable principals of conflicts of laws, imputed terms of the Uniform Commercial Code, or the United Nations Convention on contracts for the international sale of goods will apply to this Agreement.

14. Entire Agreement. This Agreement and Orders and SOWs governed by this Agreement constitutes the entire agreement between Granicus and Client, and supersedes all prior agreements, requests for proposals or pricing and the corresponding responses, understandings, representations or correspondence relevant to the subject matter hereof. Perpetual licenses granted to Client under prior agreements remain in full force and effect. If your organization and Granicus has entered into a separate agreement or is utilizing a contract vehicle for this transaction, the terms of this Agreement are incorporated into such separate agreement or contract vehicle by reference, with any directly conflicting terms and conditions being resolved in favor of the separate agreement or contract vehicle to the extent applicable. Inconsistencies between documents will be resolved in the following order: (I) this Agreement; (ii) Orders and SOWs; (iii) all other purchase documents executed by the parties (except for any pre-printed or standard terms contained on purchase orders which shall have no force or effect); (iv) Granicus' response to Client's RFI, RFP, RFQ; and (v) Client's RFI, RFP, RFQ. Client has not been induced to enter into this Agreement or the SOW by any representations or promises not specifically stated herein. This

Agreement may be updated from time to time at Granicus' sole discretion. Notification to Client will be via email or posting to the Granicus website.

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

November 3, 2026
DATE

	POINTS	COMMENTS
1.	**Brief Description**	**ORDER AUTHORIZING THE MAYOR TO EXECUTE THE 12-MONTH AGREEMENT RENEWAL WITH GRANICUS, LLC, FOR AN INTEGRATED SOLUTION TO PROVIDE MOBILE-BASED AND WEB-BASED ACCESS TO THE MAYOR'S 311 CALL CENTER/ACTION LINE.**
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	Changes in City Government Quality of Life
3.	**Who will be affected**	311 Call Center/Action Line
4.	**Benefits**	Improved access for constituents to receive City services
5.	**Schedule (beginning date)**	Ongoing/upon renewal of annual contract
6.	**Location:** ▪ **WARD** ▪ **CITYWIDE (yes or no) (area)** ▪ **Project limits if applicable**	311 Call Center/Action Line, 218 South President Street Yes
7.	**Action implemented by:** ▪ **City Department** ■ ▪ **Consultant** ☐	Mayor's Office of Constituent Services and Communications
8.	**COST**	$31,692.32, to include Platform – Essentials: Subscription; Service Request Management Module for Essentials: Subscription; Essentials Base Integration Subscription; and Single Sign-On: Subscription.
9.	**Source of Funding** ▪ **General Fund** ■ ▪ **Grant** ☐ ▪ **Bond** ☐ ▪ **Other** ☐	General Fund ACCT NO.:001-493.00-6464

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 _____

Memorandum

To: Mayor John Horhn

From: Andrew L. Boone, 311/Action Line Manager

cc: Nic Lott, Director of Communications – Office of the Mayor

Date: October 21, 2026

Re: Mobile- and Web-Based Application – Mayor's 311 Call Center/Action Line

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The 311 Call Center/Action Line wishes to offer the City of Jackson's constituents the continued convenience of a mobile-based and web-based application which allows the direct and immediate submission of Requests for Service via either a cellular device or the City's website.

Granicus, LLC, is the sole supplier of software that will integrate with our existing platform, The 12-month proposed agreement includes Platform – Essentials: Subscription; Service Request Management Module for Essentials: Subscription; Essentials Base Integration Subscription; and Single Sign-On: Subscription at a total of $31,692.32, to be renewed annually.

Please advise if additional information is needed.

GRANICUS

Invoice

Date 10/08/2026 **Invoice #** 239532
Terms Net 30 **Due Date** 11/07/2026
P.O. Number:

Payments via check can be directed to:
Granicus LLC
Dept #880806
PO Box 29650
Phoenix, AZ 85038-9650

Payments via ACH can be directed to:
Bank Name: JPMorgan Chase Bank
Account Name: Granicus, LLC
Routing #: 102001017
Account #: 678717375

Bill To

Jackson MS
PO Box 17
Jackson MS 39205
United States

Sold To

Jackson MS
PO Box 17
Jackson MS 39205
United States

Description	Term Start Date	Term End Date	Tax Rate	Tax Amount	Amount
Service Request Management Module for Essentials: Subscription	11/18/2026	11/17/2027	0.00%	$0.00	$26,997.52
Single Sign-On: Subscription	11/18/2026	11/17/2027	0.00%	$0.00	$4,694.80

Subtotal	$31,692.32
Tax Total	$0.00
Total	$31,692.32
Amount Paid	$0.00
Amount Due	$31,692.32 USD

For any questions about your invoice, please contact us at AR@granicus.com or 1-800-314-0147

Thank you for your business

ORDER RATIFYING AND AUTHORIZING THE MAYOR TO RENEW A 12-MONTH AGREEMENT WITH GRANICUS, LLC, FOR AN INTEGRATED SOLUTION TO PROVIDE MOBILE-BASED AND WEB-BASED ACCESS TO THE MAYOR'S 311 CALL CENTER/ACTION LINE.

WHEREAS, the City of Jackson, Mississippi, desires to renew a twelve (12) month agreement for an integrated solution to provide mobile-based and web-based application access, which will allow constituents to submit Requests for Service directly to the Mayor's 311 Call Center/Action Line via a cellular device or the City's website; and

WHEREAS, on November 5, 2024, the Jackson City Council approved an order authorizing the Mayor to execute a twelve (12) month agreement with Granicus, LCC, for the maintenance and technical support of the software subscription; and

WHEREAS, this Agreement contained language that authorized the agreement to automatically renew for twelve (12) month terms unless either party gives the other party notice of non-renewal within thirty (30) days of notification of price change as described in Section 4.d., or within sixty (60) days prior to the start of the next Renewal Term, whichever is later; and

WHEREAS, Granicus, LLC, has submitted an invoice to renew the subscription for twelve (12) months that will allow and provide for said access, as follows:

Description	Term Start Date	Term End Date	Net Unit Price
Service Request Management Module for Essentials: Subscription	11/18/2025	11/17/2026	$24,543.20
Single Sign-On: Subscription	11/18/2025	11/17/2026	$4,268.00
Total			**$28,811.20**

WHEREAS, the Mayor's office will procure this matter in accordance with 3.4 of the Personal and Professional Services Procurement Policy. A copy of the necessary approvals is attached and made a part of the minutes; and

WHEREAS, the essential terms of the renewal, all of which is attached and fully incorporated into the minutes, incorporates the 2024 Agreement provisions in whole, and the terms and conditions of the executed Granicus agreement apply to the subscription unless otherwise specifically stated therein; and,

WHEREAS, Miss. Code Ann. § 21-17-5 provides the governing authorities of every municipality of this state shall have the care, management and control of the municipal affairs and its property and finances and the governing authorities of municipalities shall have the power to adopt any orders, resolutions or ordinances with respect to such municipal affairs, property and finances which are not inconsistent with the Mississippi Constitution of 1890, the Mississippi Code of 1972, or any other statute or law of the State of Mississippi; and,

WHEREAS, the Administration represents that this non-emergency request line is imperative to ensure the timely and consistent recording, monitoring, and managing of constituents' service requests; and,

WHEREAS, in accordance with the City of Jackson's *Personal and Professional Services Procurement Policy* (Aug. 2024), Section 3.4, the renewal of a contract may be awarded without competition if it is deemed in the best interest of the City, and the services provided are necessary to meet the City's operational needs.

IT IS, THEREFORE, ORDERED that the services provided to the City is hereby accepted and ratified and the Mayor be authorized to execute the necessary documents to renew an agreement with Granicus, LLC, 1999 Broadway, Suite 3600, Denver, CO, 80202, to provide a 12-month subscription at a cost of $28,811.20, to include Service Request Management Module for Essentials: Subscription, and Single Sign-On: Subscription from November 18, 2025 through November 17, 2026.

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

Yeas – Brown-Thomas, Clay, Foote, Grizzell, Hartley, Parkinson 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 December 16, 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

Docusign Envelope ID: 6A865BC2-31AA-4340-96C8-7D407CD690F5

GRANICUS

THIS IS NOT AN INVOICE

Order Form
Prepared for
Jackson MS

Granicus Proposal for Jackson MS

ORDER DETAILS

Prepared By:	Rob Lock
Phone:	
Email:	rob.lock@granicus.com
Order #:	Q-377548
Prepared On:	15 Oct 2024
Expires On:	18 Oct 2024

ORDER TERMS

Currency:	USD
Payment Terms:	Net 30 (Payments for subscriptions are due at the beginning of the period of performance.)
Period of Performance:	The term of the Agreement will commence on the date of signature and will continue for 12 months.

Docusign Envelope ID: 6A865BC2-31AA-4340-96C8-7D407CD690F5

PRICING SUMMARY

The pricing and terms within this Proposal are specific to the products and volumes contained within this Proposal.

One-Time Fees			
Solution	**Billing Frequency**	**Quantity/Unit**	**One-Time Fee**
OneView Service Request Management Configuration and Training	Upon Delivery	1 Each	$4,280.00
Essentials Base Integration Setup and Configuration	Upon Delivery	1 Each	$5,350.00
OneView Single Sign-On Setup Fee	Upon Delivery	1 Each	$5,350.00
		SUBTOTAL:	$14,980.00

New Subscription Fees			
Solution	**Billing Frequency**	**Quantity/Unit**	**Annual Fee**
Platform - Essentials: Subscription	Annual	1 Each	$0.00
Service Request Management Module for Essentials: Subscription	Annual	1 Each	$22,312.00
Essentials Base Integration Subscription	Annual	1 Each	$0.00
Single Sign-On: Subscription	Annual	1 Each	$3,880.00
		SUBTOTAL:	$26,192.00

PRODUCT DESCRIPTIONS

Solution	Description
Platform - Essentials: Subscription	OneView Essentials Level Subscription, includes base platform only, Mobile, and Web Apps. Requires an additional module (Service Requests, Messaging, Knowledge Base, Waste Reminders) added.
Service Request Management Module for Essentials: Subscription	Ongoing subscription for Essentials Service Request Management Module
OneView Service Request Management Configuration and Training	OneView E&E Service Request Management Configuration and Training to include analysis of existing processes, configuration of OneView and OneLink (Mobile App), as well as System Administration and End-User Training
Essentials Base Integration Subscription	Ongoing subscription for one standard integrationStandard integrations with the following vendors/systems (please see agreement for specifics on the data that is integrated for each):AccelaCartegraphCentralSquare Enterprise Asset Management (Lucity)CentralSquare FusionCityWorksDynamics365EnerGovHansenNexGenSalesforce
Single Sign-On: Subscription	Single Sign-On: Subscription
Essentials Base Integration Setup and Configuration	Essentials Base Integration Setup and Configuration Setup and Configuration of one standard (non-custom) integration Standard integrations with the following vendors/systems (please see agreement for specifics on the data that is integrated for each): Accela Cartegraph CentralSquare Enterprise Asset Management (Lucity) CentralSquare Fusion CityWorks Dynamics365 EnerGov Hansen NexGen Salesforce
OneView Single Sign-On Setup Fee	OneView Single Sign-On Setup Fee

GRANICUS

Docusign Envelope ID: 6A865BC2-31AA-4340-96C8-7D407CD690F5

TERMS & CONDITIONS

- This quote, and all products and services delivered hereunder are governed by the terms located within the Subscription and Services Agreement attached hereto and incorporated by reference.
- If submitting a Purchase Order, please include the following language: The pricing, terms and conditions of quote Q-377548 dated 15 Oct 2024 are incorporated into this Purchase Order by reference and shall take precedence over any terms and conditions included in this Purchase Order.
- This quote is exclusive of applicable state, local, and federal taxes, which, if any, will be included in the invoice. It is the responsibility of Jackson MS to provide applicable exemption certificate(s).
- Any lapse in payment may result in suspension of service and will require the payment of a setup fee to reinstate the subscription.

GRANICUS

Order Form
Jackson MS

BILLING INFORMATION

Billing Contact:		**Purchase Order Required?**	[ ] - No [ ] - Yes
Billing Address:		**PO Number:** *If PO required*	
Billing Email:		**Billing Phone:**	

If submitting a Purchase Order, please include the following language:
The pricing, terms, and conditions of quote Q-377548 dated 15 Oct 2024 are incorporated into this Purchase Order by reference and shall take precedence over any terms and conditions included in this Purchase Order.

AGREEMENT AND ACCEPTANCE

By signing this document, the undersigned certifies they have authority to enter the agreement. The undersigned also understands the services and terms.

Jackson MS	
Signature:	
Name:	Chokwe A. Lumumba
Title:	Mayor
Date:	11/18/2024

Granicus, LLC	
Signature:	DocuSigned by: Cale Brakke B889E1DAE870456...
Name:	Cale Brakke
Title:	Contracts Manager
Date:	10/29/2024

Docusign Envelope ID: 6A865BC2-31AA-4340-96C8-7D407CD690F5

GRANICUS

THIS IS NOT AN INVOICE

Granicus Proposal for Jackson MS

Prepared By:	Rob Lock
Phone:	
Email:	rob.lock@granicus.com
Order #:	Q-377548
Prepared On:	15 Oct 2024
Expires On:	18 Oct 2024

Currency:	USD
Payment Terms:	Net 30 (Payments for subscriptions are due at the beginning of the period of performance.)
Period of Performance:	The term of the Agreement will commence on the date of signature and will continue for 12 months.

Docusign Envelope ID: 6A865BC2-31AA-4340-96C8-7D407CD690F5

PRICING SUMMARY

The pricing and terms within this Proposal are specific to the products and volumes contained within this Proposal.

One-Time Fees

Solution	Billing Frequency	Quantity/Unit	One-Time Fee
OneView Service Request Management Configuration and Training	Upon Delivery	1 Each	$4,280.00
Essentials Base Integration Setup and Configuration	Upon Delivery	1 Each	$5,350.00
OneView Single Sign-On Setup Fee	Upon Delivery	1 Each	$5,350.00
		SUBTOTAL:	**$14,980.00**

New Subscription Fees

Solution	Billing Frequency	Quantity/Unit	Annual Fee
Platform - Essentials: Subscription	Annual	1 Each	$0.00
Service Request Management Module for Essentials: Subscription	Annual	1 Each	$22,312.00
Essentials Base Integration Subscription	Annual	1 Each	$0.00
Single Sign-On: Subscription	Annual	1 Each	$3,880.00
		SUBTOTAL:	**$26,192.00**

Solution	Description
Platform - Essentials: Subscription	OneView Essentials Level Subscription, includes base platform only, Mobile, and Web Apps. Requires an additional module (Service Requests, Messaging, Knowledge Base, Waste Reminders) added.
Service Request Management Module for Essentials: Subscription	Ongoing subscription for Essentials Service Request Management Module
OneView Service Request Management Configuration and Training	OneView E&E Service Request Management Configuration and Training to include analysis of existing processes, configuration of OneView and OneLink (Mobile App), as well as System Administration and End-User Training
Essentials Base Integration Subscription	Ongoing subscription for one standard integrationStandard integrations with the following vendors/systems (please see agreement for specifics on the data that is integrated for each):AccelaCartegraphCentralSquare Enterprise Asset Management (Lucity)CentralSquare FusionCityWorksDynamics365EnerGovHansenNexGenSalesforce
Single Sign-On: Subscription	Single Sign-On: Subscription
Essentials Base Integration Setup and Configuration	Essentials Base Integration Setup and Configuration Setup and Configuration of one standard (non-custom) integration Standard integrations with the following vendors/systems (please see agreement for specifics on the data that is integrated for each): Accela Cartegraph CentralSquare Enterprise Asset Management (Lucity) CentralSquare Fusion CityWorks Dynamics365 EnerGov Hansen NexGen Salesforce
OneView Single Sign-On Setup Fee	OneView Single Sign-On Setup Fee

Docusign Envelope ID: 6A865BC2-31AA-4340-96C8-7D407CD690F5

TERMS & CONDITIONS

- This quote, and all products and services delivered hereunder are governed by the terms located within the Subscription and Services Agreement attached hereto and incorporated by reference.
- If submitting a Purchase Order, please include the following language: The pricing, terms and conditions of quote Q-377548 dated 15 Oct 2024 are incorporated into this Purchase Order by reference and shall take precedence over any terms and conditions included in this Purchase Order.
- This quote is exclusive of applicable state, local, and federal taxes, which, if any, will be included in the invoice. It is the responsibility of Jackson MS to provide applicable exemption certificate(s).
- Any lapse in payment may result in suspension of service and will require the payment of a setup fee to reinstate the subscription.

BILLING INFORMATION

Billing Contact:

Billing Address:

Billing Email:

Purchase Order Required? [ ] - No [ ] - Yes

PO Number:
If PO required

Billing Phone:

If submitting a Purchase Order, please include the following language:
The pricing, terms, and conditions of quote Q-377548 dated 15 Oct 2024 are incorporated into this Purchase Order by reference and shall take precedence over any terms and conditions included in this Purchase Order.

AGREEMENT AND ACCEPTANCE

By signing this document, the undersigned certifies they have authority to enter the agreement. The undersigned also understands the services and terms.

Jackson MS

Signature:

Name:

Title:

Date:

Granicus, LLC

Signature: DocuSigned by: Cale Brakke 8889E1DAE9704E6

Name: Cale Brakke

Title: Contracts Manager

Date: 10/29/2024

Business Record Details »

Minnesota Business Name
Granicus, LLC

Business Type
Limited Liability Company (Domestic)

File Number
910419600050

Filing Date
10/19/2016

Renewal Due Date
12/31/2026

Registered Agent(s)
CORPORATION SERVICE COMPANY

MN Statute
322C

Home Jurisdiction
Minnesota

Status
Active / In Good Standing

Registered Office Address
2780 Snelling Avenue N
Suite 101
Roseville, MN 55113
USA

Manager
Mark Hynes
1999 BROADWAY
STE 3600
DENVER, CO 80202–5740
USA

Principal Executive Office Address
1152 15TH ST NW
STE 800
WASHINGTON, DC 20005–1723
USA

Filing History

Filing History

Select the item(s) you would like to order: Order Selected Copies

	Filing Date	Filing	Effective Date
☐	10/19/2016	Original Filing - Limited Liability Company (Domestic) (Business Name: GovDelivery, LLC)	
☐	9/5/2017	Registered Office and/or Agent - Limited Liability Company (Domestic)	
☐	12/14/2017	Amendment - Limited Liability Company (Domestic) (Business Name: Granicus, LLC)	
☐	10/1/2024	Global Registered Office and/or Agent - Limited Liability Company (Domestic)	

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ORDER AUTHORIZING THE MAYOR TO EXECUTE A 12-MONTH AGREEMENT WITH GRANICUS, LLC, FOR AN INTEGRATED SOLUTION TO PROVIDE MOBILE-BASED AND WEB-BASED ACCESS TO THE MAYOR'S 311 CALL CENTER/ACTION LINE.

WHEREAS, the City of Jackson, Mississippi, desires to enter into a 12-month agreement for an integrated solution to provide mobile-based and web-based application access, which will allow constituents to submit Requests for Service directly to the Mayor's 311 Call Center/Action Line via a cellular device or the City's website; and

WHEREAS, Granicus, LLC, with its principal office at 1152 15th St. NW, Suite 800 Washington, DC 20005, submitted a Purchase Order to the Mayor's Office OneView Service Request Management Configuration and Training (one-time fee), Essential Base Integration Setup and Configuration (one-time fee), and OneView Single Sign-On Setup Fee(one-time fee) for a cost of $14,980.00 and Platform-Essentials: Subscription, Service Request Management Module for Essential: Subscriptions, Essential Base Integration Subscription, and Single Sign-On: Subscription for an annual fee of $26,192.00; and

WHEREAS, the Mayor's Office will procure this matter in accordance with Section 3.4 of the Personal and Professional Services Procurement Policy. A copy of the necessary approvals is attached and made a part of the minutes; and

WHEREAS, this Agreement begins on the date of signature and will continute for twelve (12) months. Thereafter, this Agreement will continue in effect until all Orders or Statement Of Works (SOW) have expired or been terminated; and

WHEREAS, either party may terminate this Agreement or any Order or SOW by written notice if the other party commits a material breach of this Agreement or the applicable Order or SOW and fails to cure such breach within thirty (30) days after receipt of such notice, or an additional period of time as agreed to by the parties; and

WHEREAS, client may terminate this Agreement or any Order or SOW by providing Granicus written notice during the then-current term for lack of appropriation of funds for the renewal term so long as client has made best efforts to secure the necessary consents for renewal and obtain appropriate funds for payment of the fees; and

WHEREAS, upon expiration or termination of an Order or SOW for any reason: (i) Client's right to access and use the Products will immediately cease (except for perpetual licenses granted under an Order, which will continue to be governed by this Agreement for the duration of the license); (ii) Client will promptly remit any fees due to Granicus under all Orders and SOWs; (iii) Granicus will promptly cease performance of any Services; and (iv) the parties will return or destroy any Confidential Information of the other party in its possession, and certify upon request to the other party of compliance with the foregoing. Client will have thirty (30) days from the expiration date of a subscription to extract or download any Content stored in the Products. Granicus has no obligation to retain any Content after such thirty (30)-day period nor is Granicus responsible for extracting the data on Client's behalf absent separate written agreement and the payment of additional fees; and

WHEREAS, any party may terminate this Agreement at any time, with or without cause, by giving written notice to the other parties of such termination and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination. In the event of such termination, the Granicus shall be entitled to receive just and equitable compensation for any specific services completed in a satisfactory manner prior to the date of termination; and

WHEREAS, Granicus will defend, indemnify and hold Client harmless from and against all losses, liabilities, damages and expenses including reasonable attorney fees (collectively, "Losses") arising from any claim or suit by an unaffiliated third party that the Products or Deliverables, as delivered to Client and when used in accordance with this Agreement and the applicable Order or SOW, infringes a valid U.S. copyright or U.S. patent issued as of the date of the applicable Order or SOW; and

WHEREAS, if Client is a public entity (a state or any agency or authority thereof, or county, city or town, public educational institution or other entity that serves a public purpose), this Agreement will be governed by and construed in accordance with the laws of the state in which the public entity is located, with venue being a court of competent jurisdiction within such state.

IT IS, THEREFORE, ORDERED that the Mayor be authorized to execute the necessary documents for a contract with Granicus, LLC, 1999 Broadway, Suite 3600, Denver, CO, 80202, to provide a 12-month subscription at a cost of $41,172.00 with $14,980.00 due as a one-time fee and $26,192.00 annually.

Council Member Banks moved adoption; **Council Member Stokes** 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 November 5, 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.

17

10/29/26

ORDER AUTHORIZING THE MAYOR TO EXECUTE, AT NO COST, A FAIRGROUNDS USE AGREEMENT WITH THE MISSISSIPPI DEPARTMENT OF AGRICULTURE AND COMMERCE FOR THE 2026 CHRISTMAS PARADE STAGING AREA AT THE STATE FAIRGROUNDS

WHEREAS, the City of Jackson will host the 2026 Christmas Parade on Saturday, December 5, in downtown Jackson; and

WHEREAS, the Christmas Parade will provide an opportunity for citizens, community leaders, businesses, and other stakeholders to come together to celebrate the holiday season, promote community pride, and showcase the rich culture, creativity, and diversity of Jackson; and

WHEREAS, the City of Jackson desires to enter into the Fairgrounds Use Agreement with the Mississippi Department of Agriculture and Commerce for the use of the State Fairgrounds for the parade staging area with no rental fee; and

WHEREAS, the City of Jackson is required to submit the signed contract, certificate of insurance, and a security plan, which will be two officers on duty during the duration of the event and one officer overnight; and

WHEREAS, a copy of the Fairgrounds Use Agreement and security details are attached hereto and incorporated in the minutes by reference; and

WHEREAS, securing this facility will provide space to coordinate participants, organize parade units, and streamline staging, helping the City deliver a safe, enjoyable Christmas parade for Jackson residents and visitors.

IT IS, THEREFORE, ORDERED that the Mayor of the City of Jackson is hereby authorized to execute the Fairgrounds Use Agreement and the security plan to host the 2026 Christmas Parade on Saturday, December 5, in downtown Jackson; and

IT IS FURTHER ORDERED that the Mayor, or his designee, is authorized to execute any documents necessary to effectuate the purposes of this Order.

ITEM # 17
AGENDA DATE: 11/3/2026
LOTT, HORHN

MEMORANDUM

To: John Horhn, Mayor

From: Nic Lott, Communications Director

Date: October 20, 2026

Subject: **ORDER AUTHORIZING THE MAYOR TO EXECUTE A USE AGREEMENT WITH THE MISSISSIPPI DEPARTMENT OF AGRICULTURE AND COMMERCE FOR THE USE OF THE STATE FAIRGROUNDS FOR THE 2026 CHRISTMAS PARADE STAGING AREA AT NO COST**

The City of Jackson seeks authorization for the Mayor to execute a use agreement with the Mississippi Department of Agriculture and Commerce for the use of the Mississippi State Fairgrounds as the staging area for the 2026 City of Jackson Christmas Parade, scheduled for Saturday, December 5, 2026.

Under the terms of the use agreement, the State Fairgrounds will be provided to the City at no rental cost. The City will provide security for the duration of the staging activities.

Securing this facility will provide the space needed to coordinate parade participants, organize parade units, and facilitate an orderly, efficient staging process. This arrangement will support the City's efforts to deliver a safe, well-organized, and enjoyable Christmas parade for Jackson residents and visitors.

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET_ 11/3/2026

POINTS		COMMENTS
1.	**Brief Description/Purpose**	**ORDER AUTHORIZING THE MAYOR TO EXECUTE, AT NO COST, A FAIRGROUNDS USE AGREEMENT WITH THE MISSISSIPPI DEPARTMENT OF AGRICULTURE AND COMMERCE FOR THE 2026 CHRISTMAS PARADE STAGING AREA AT THE STATE FAIRGROUNDS**
2.	**Purpose**	Community Engagement & Education
3.	**Who will be affected**	Residents, Students, Elected Officials, Community Leaders, and other Stakeholders in the City of Jackson
4.	**Benefits**	Securing this facility will provide the space needed to coordinate parade participants, organize parade units, and facilitate an orderly, efficient staging process. This arrangement will support the City's efforts to deliver a safe, well-organized, and enjoyable Christmas parade for Jackson residents and visitors.
5.	**Schedule (beginning date)**	December 5, 2026
6.	**Location:**	Fairgrounds
7.	**Action implemented by:** **City Department**	Department Communications
8.	**COST**	$0.00
9.	**Source of Funding** **General Fund -** **Grant** **Bond** **Other**	
10.	**EBO participation**	ABE % WAIVER yes no *NIAX* AABE % WAIVER yes no *NIA.X* WBE % WAIVER yes no *NIA_x* _HBE % WAIVER yes no *NIA X* NABE % WAIVER yes no *NIA _.x*

Office of the City Attorney

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

10/23/2026 11:01 AM

OFFICE OF THE CITY ATTORNEY

This **ORDER AUTHORIZING THE MAYOR TO EXECUTE, AT NO COST, A FAIRGROUNDS USE AGREEMENT WITH THE MISSISSIPPI DEPARTMENT OF AGRICULTURE AND COMMERCE FOR THE 2026 CHRISTMAS PARADE STAGING AREA AT THE STATE FAIRGROUNDS** is legally sufficient for placement in NOVUS Agenda.

Sondra O. Moncure

Sondra Moncure, *Special Assistant*

10/23/26

DATE

18

ORDER AUTHORIZING AND RATIFYING THE MAYOR TO SIGN A STATEMENT OF WORK WITH CIVICPLUS, LLC, FOR A 12-MONTH SUBSCRIPTION TO NEXTREQUEST, THE PLATFORM USED FOR MANAGING PUBLIC RECORDS REQUESTS FOR THE CITY OF JACKSON.

WHEREAS, the City of Jackson, Mississippi, is required to provide access to records to anyone requesting a public record in accordance with the Mississippi Public Records Act of 1983; and

WHEREAS, NextRequest is a Freedom of Information Act (FOIA) management software powered by CivicPlus, LLC to empower agencies to receive records requests through a modern online portal; and

WHEREAS, the Department of Municipal Clerk has implemented the NextRequest software, making it easier and more efficient to manage and process record requests across the City of Jackson; and

WHEREAS, CivicPlus, LLC has provided an invoice for a 12-month subscription beginning on October 1, 2026 through September 30, 2027; and

WHEREAS, the Department of the Municipal Clerk recommends that the governing authority ratify and authorize the Mayor to accept the services of CivicPlus, LLC, and approve payment in an amount not to exceed $10,847.63; and

WHEREAS, CivicPlus, LLC will provide a platform subscription with unlimited staff users and up to 10 Admin-Publisher users – 2TB storage; and

WHEREAS, the Department of Municipal Clerk will procure this matter in accordance with Section 3.4 of the Personal and Professional Services Procurement Policy. A copy of the necessary approvals is attached and incorporated into the minutes.

IT IS THEREFORE ORDERED that the services provided by CivicPlus, LLC, are hereby accepted and ratified, and payment in an amount not to exceed $10,847.63 is authorized to CivicPlus, LLC, for a 12-month subscription beginning on October 1, 2026 through September 30, 2027, which may be renewed for an additional year upon approval by the governing authority for the City of Jackson.

Agenda Item: 18
Date: November 3, 2026
By: A. Harris, 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 AND RATIFYING THE MAYOR TO SIGN A STATEMENT OF WORK WITH CIVIPLUS, LLC, FOR A 12-MONTH SUBSCRIPTION TO NEXTREQUEST, THE PLATFORM USED FOR MANAGING PUBLIC RECORDS REQUEST FOR THE CITY OF JACKSON** is legally sufficient for placement in NOVUS Agenda.

Sondra D. Moncure

Sondra Moncure, *Special Assistant*

10/26/20

DATE

CIVICPLUS

Invoice

Updated Remittance Address:
(FOR PAYMENTS ONLY)
CivicPlus LLC
PO Box 737311
Dallas TX 75373-7311

#382990

10/1/2026

Bill To

Accounts Payable
City of Jackson
219 South President Street
Jackson MS 39201

TOTAL DUE

$10,847.63

Due Date: 10/31/2026

Terms	Customer	Approving Authority
Net 30	City of Jackson, MS	

Qty	Item	Start Date	End Date
1	FOIA Workflow Platform Subscription - Unlimited Staff Users and Up to 10 Admin-Publisher Users - 2TB Storage	10/1/2026	9/30/2027

Total	$10,847.63
Due	**$10,847.63**

Please submit payment via ACH using the details below. Please send notification of ACH transmission via email to remittance@civicplus.com. That address is not monitored for other inquiries or notifications. For our current W-9, please click this link: CivicPlus W-9. For any other invoice questions or information, please contact us at accounting@civicplus.com.

Bank Name	Account Name	Account Number	Routing Number
JPMorgan Chase	CivicPlus LLC	910320636	021000021

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

October 23, 2026
DATE

	POINTS	COMMENTS
1.	**Brief Description/Purpose**	Order authorizing payment of invoice with CivicPlus, LLC to provide an electronic platform for public records requests for the city of Jackson.
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**	City Departments and citizens
4.	**Benefits**	
5.	**Schedule (beginning date)**	Upon approval
6.	**Location:** ▪ **WARD** ▪ **CITYWIDE (yes or no) (area)** ▪ **Project limits if applicable**	City Wide
7.	**Action implemented by:** ☐ ▪ **City Department** ☐ ▪ **Consultant**	Department of Municipal Clerk
8.	**COST**	$10, 847.63
9.	**Source of Funding** ☐ ▪ **General Fund** ☐ ▪ **Grant** ☐ ▪ **Bond** ☐ ▪ **Other**	001-428-00-6419
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

M E M O R A N D U M

Department of Municipal Clerk
(601) 960-1035

TO: Honorable John Horhn, Mayor
Jackson City Council Members

FROM: Angela Harris, Municipal Clerk

DATE: October 23, 2026

RE: **Authorizing Payment to Civic Plus, LLC – public records system**

Attached is an order requesting payment to Civic Plus, LLC, formerly NextRequest for the City's public records system. The original contract and renewal options ended on 9/30/26 and we respectfully request payment of invoice to allow an additional year to continue to provide public access to said system.

Please feel free to contact me at (601) 960-1137 with any additional questions.

ORDER AUTHORIZING THE MAYOR TO PURCHASE AND EXECUTE A MASTER SERVICE AGREEMENT AND SERVICE LEVEL AGREEMENT WITH NEXTREQUEST TO IMPLEMENT A PLATFORM FOR MANAGING RECORDS REQUESTS FOR THE CITY OF JACKSON.

WHEREAS, the City of Jackson, Mississippi, is required to provide access to public records to any person requesting said records in accordance with the Mississippi Public Records Act of 1983; and

WHEREAS, the Department of Municipal Clerk needs a user-friendly public records request software that is more efficient for managing and processing records requests throughout the City of Jackson; and

WHEREAS, the procurement for the acquisition of software and services is exempt from the competitive bidding requirements provided in the public purchasing statutes; however, the Department of Municipal Clerk believes NextRequest has proposed the best possible software and services at the lowest available price; and

WHEREAS, NextRequest is a Delaware corporation with principal offices at 460 Brannan Street, #77208, San Francisco, California 94107, and its mailing address is Post Office Box 3330, Durham, North Carolina 27702; and

WHEREAS, NextRequest offers a web-based system for managing records requests which include a one-year standard license and a one-time standard set up and onboarding; and

WHEREAS, NextRequest proposes a two-year agreement with a standard pricing plan that is $8,388.00 for the first year and $8,555.76 that includes a 2% annual price increase for the second year to be paid in full annually; and

WHEREAS, NextRequest is offering an annual subscription that includes unlimited staff users, up to ten admin-publisher's users, up to 2 TB of storage, a public request portal, public reading room, premier security package, premium email monitoring suite, email notifications, automatic reminders, task assignment and tracking, time tracking, invoicing, review and redaction features, retention features, online payments, and a one-time standard set up and onboarding; and

WHEREAS the agreement will renew automatically at the end of the two-year term unless NextRequest receives notice of termination from the City of Jackson sixty (60) days or more before the expiration of the two years, the Master Services Agreement will renew automatically on the same terms for an additional one year at NextRequest's then-current rates; and

WHEREAS, the agreement may be terminated for convenience by the City of Jackson or terminated for breach by either party; and

WHEREAS, the Department of Municipal Clerk recommends the purchase and implementation of NextRequest, to increase efficiency in the acceptance, review, and production of public records; and

WHEREAS, pursuant to Miss. Code. Ann. § 31-7-13, governing authorities are generally required to accept the lowest and best bid when purchasing commodities, printing and certain types of insurance, entering into contracts for garbage collection or disposal, and contracting for public construction and pursuant to Miss. Code. Ann. § 31-7-57(2), no governing authority shall let contracts or purchase commodities or equipment except in the manner provided by law…; nor shall any governing authority ratify any such contract or purchase…or pay for the same out of public funds unless such contract or purchase was made in the manner provided by law; provided, however, that any vendor who, in good faith, delivers commodities or printing or performs any services under a contract to or for the governing authority, shall be entitled to recover the fair market value of such commodities, printing or services, notwithstanding some error or failure by the governing authority to follow the law, if the contract was for an object authorized by law and the vendor had no control of, participation in, or actual knowledge of the error or failure by the governing authority.

IT IS, THEREFORE, ORDERED that the Mayor be authorized to purchase and execute a Master Service Agreement and Service Legal Agreement with NextRequest to implement a platform for managing record requests, in an amount not to exceed $8,388.00 for the first year and $8,555.76 for the second year with a 2% annual price increase to be billed annually.

Council Member Stokes moved adoption; **Council Member Grizzell** 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 Regular Council Meeting May 10, 2022 and recorded in Minute Book "6U".

WITNESS my signature and official seal of office, this the 13th day of May, 2022.

CITY OF JACKSON ★ MISSISSIPPI ★ FOUNDED 1822

Angela Harris

Angela Harris, Municipal Clerk

NextRequest
an Optimere brand

NextRequest for City of Jackson, MS

Prepared for: Angela Harris
Prepared by: Hannah Bezeredi (NextRequest)
Date: May 11, 2022

What do I get with NextRequest?

An all-in-one platform for managing records requests across your entire agency. It's an annual subscription and includes:

- Workflow Tools
- Document Hosting & Management
- Dashboards and Custom Reporting
- Request Diversion
- Regular Product Improvements and Feature Updates

Security?

We protect your information using:

- SOC 2 Security Audit
- Encryption and Threat/Uptime Monitoring
- See a full overview at: nextrequest.com/security
-

Technical Requirements?

NextRequest is entirely web based and software-as-a-service

- Everything in the cloud - no downloads or installations
- Works on all modern web browsers

NextRequest
an Optimere brand

NextRequest & City of Jackson, MS Agreement

Current Date: May 11, 2022 (valid through 5/31/2022)

Customer	**City of Jackson, MS**	Term Start	**6/1/2022**
Address	**219 South President St, Jackson, MS, 39201**	Term End	**9/30/2024**
Contact	**Angela Harris**	Invoicing	**Annual**

Name	Price	QTY	Subtotal
NextRequest Standard License (monthly pricing, billed annually)	$699.00	12	$8,388.00

- **Unlimited Staff users**
- **Up to 10 Admin-Publisher users**
- **Up to 2 TB of storage**
- **Core Features:**
  - Public Request Portal
  - Public Reading Room
  - Premier Security Package
  - Premium Email Monitoring Suite
  - Email notifications
  - Automatic Reminders
  - Task assignment and tracking
  - Time Tracking
  - Invoicing
- **Review and Redaction Features:**
  - Redaction with unlimited users
  - RapidReview (Batch and Draft Redaction)
  - OCR (Optical Character Recognition)
- **IT & Compliance Features:**
  - Retention
  - Single Sign-On
  - Custom URL
  - Online Payments (with approved payments processor)
  - SOC 2 Type II Audit
  - CJIS & HIPAA Compliance (with BAA)

NextRequest
an Optimere brand

Standard Set Up & Onboarding (One-time)- Waived	$1,500.00	0	$0.00

- Dedicated Onboarding Specialist
- Kickoff Call
- Up to 1 dedicated training session (90 minutes)
- Go-Live Project Plans
- Weekly Group Training Webinars
- In-app Training
- Video Tutorials
- Knowledge Base Articles
- Service Level Agreement

Subtotal	$8,388.00
Total Year 1	**$8,388.00**

Name	Price	QTY	Subtotal
NextRequest Standard License (monthly pricing, billed annually) 2 year lock @ 2%	$712.98	12	$8,555.76

- **Unlimited Staff users**
- **Up to 10 Admin-Publisher users**
- **Up to 2 TB of storage**
- **Core Features:**
  - Public Request Portal
  - Public Reading Room
  - Premier Security Package
  - Premium Email Monitoring Suite
  - Email notifications
  - Automatic Reminders
  - Task assignment and tracking
  - Time Tracking
  - Invoicing
- **Review and Redaction Features:**
  - Redaction with unlimited users
  - RapidReview (Batch and Draft Redaction)
  - OCR (Optical Character Recognition)
- **IT & Compliance Features:**
  - Retention
  - Single Sign-On
  - Custom URL
  - Online Payments (with approved payments processor)
  - SOC 2 Type II Audit
  - CJIS & HIPAA Compliance (with BAA)

NextRequest
an Optimere brand

Total Year 2 **$8,555.76**

Service Agreement

Welcome to NextRequest! Thanks for using our platform. This Service Agreement ("Agreement") is entered between NextRequest Co., with a place of business at 548 Market St., Suite PMB 77522 San Francisco, CA 94104 USA ("NextRequest"), and the Customer listed above ("Customer"), as of the Effective Date. This Agreement includes the above subscription and support (the "Services") and incorporates the above Order Form as well as the Terms and Conditions and Service Level Agreement available at https://www.nextrequest.com/legal and which contains, among other things, warranty disclaimers, liability limitations and use limitations. There shall be no force or effect to any different terms of any related purchase order or similar form even if signed by the parties after the date hereof.

Renewals

Pricing may be subject to a standard 2% annual increase to account for application improvements, new features and inflation.

	City of Jackson, MS	**NextRequest Co.**
Signature:		Signature:
Name & Title:	Chokwe Antar Lumumba, Mayor	Name & Title: **Robert Sydnor, COO**
Date:	5/18/2022	Date: **5/12/2022**

Accounts Payable Info **Will issue PO?**

Name: Email: Phone: Yes: ☐ No: ☐

Download our W-9 at: nextrequest.com/w-9 ***(password: foiasoftware)***

NextRequest
Master Service Agreement

This Master Service Agreement ("MSA"), together with the order form ("Order Form") executed between NextRequest and Customer, which is incorporated herein by reference, constitute a legally binding contract between NextRequest and Customer. The Order Form, together with this MSA is referred to as the "Agreement" or "Service Agreement".

"NextRequest" means NextRequest, LLC., a Delaware Corporation with principal offices at 212 W. Main St., Suite #500, Durham, NC 27701 and "Customer" means the entity or person identified as such in the Order Form. Each of NextRequest and Customer may each be referred to as a "Party" and together as the "Parties".

1. **Defined Terms**
   1.1. "Business Day" or "Business Hours" means 9:00 a.m. – 6:00 p.m. Monday through Friday, U.S. Pacific time, excluding public holidays in the United States.
   1.2. "Confidential Information" means all information disclosed by one Party (the "Disclosing Party") to the other Party (the "Receiving Party"), whether before or after the effective date of the Agreement, that the recipient should reasonably understand to be confidential, including information that is marked or otherwise conspicuously designated as confidential, and for NextRequest only, scripts and other tools used in the Service. Information that is (i) independently developed by either Party, without reference to the other's Confidential Information, (ii) is or becomes publicly available (through no improper action or inaction by the Receiving Party or any affiliate, agent, consultant or employee of the Receiving Party), (iii) was in its possession or known by it without restriction prior to receipt from the Disclosing Party, or (iv) becomes available to either Party without restriction other than through breach of the Agreement or applicable law, will not be "Confidential Information" of the other Party. The Receiving Party may make disclosures required by law or court order provided the Receiving Party uses diligent reasonable efforts to limit disclosure and to obtain confidential treatment or a protective order and allows the Disclosing Party to participate in the proceeding to the extent permitted by law.
   1.3. "Customer Content" means any content (including without limitation data, text, audio, video, or images) that Customer provides or transfers to NextRequest for processing, storage or transmission in connection with Customer's use of the Service, including without limitation, public records requests Customer receives directly from Requesters and submits to the Service, as well as any public records results (including redacted versions of documents) that Customer provides, uploads, publishes, displays, transfers or otherwise makes available to NextRequest through its use of the Services. Customer Content does not include Usage Data collected from Customer or Requesters.
   1.4. "Customer User" means a person authorized by Customer, such as a Customer employee, to use the Service on Customer's behalf. Customer User does not include Requesters.
   1.5. "Hourly Services" means hourly support or training services to be provided by NextRequest under an applicable Order Form.
   1.6. "Intellectual Property" or "IP" means all rights in, to, or arising out of: (i) any U.S., international or foreign patent or any application therefor and any and all reissues, divisions, continuations, renewals, extensions, continuations-in-part, utility models and supplementary protection certificates thereof; (ii) inventions (whether patentable or not in any country), invention disclosures, improvements, trade secrets, proprietary information or materials, know-how, technology and technical data; (iii) copyrights, copyright registrations, mask works, mask work registrations, and applications therefor in the U.S. or any foreign country, and all other rights corresponding thereto throughout the world; (iv) trademarks, service marks, trade names, domain names, logos, trade dress, and all goodwill associated therewith; and (v) any other proprietary rights or a similar nature anywhere in the world.
   1.7. "Prohibited Content" means content (i) that violates any third party's rights, including privacy or Intellectual Property rights; (ii) that is libelous, harassing, abusive, fraudulent, defamatory, excessively profane, obscene, abusive, hate related, violent, harmful to minors; (iii) that advocates racial or ethnic intolerance; (iv) intended to advocate or advance computer hacking or cracking;

(v) gambling; (vi) other illegal activity; (vii) drug paraphernalia; (viii) phishing; (ix) malicious content; and (x) other material, products or services that violate or encourage conduct that would violate any laws or third-party rights.

1.8. "Requester" means a person that uses the Service to make a public records request or to access or download publicly-available records.

1.9. "Requester Content" means information provided directly to NextRequest by a Requester. Requester Content does not include Usage Data collected from Requesters.

1.10. "Sensitive Information" means Confidential Information such as financial data, personal data, individually identifiable information about children, individually identifiable health information, geolocation information about specific people, Social Security numbers, driver's license numbers, other confidential ID numbers, financial account numbers, credit or debit card numbers, personal identification numbers (PINs) or passwords, street addresses, phone numbers or other personal information.

1.11. "Service" means NextRequest's integrated web-based service, which assists customers in responding to public records requests. The Service consists of a core web-based application and any optional modules which may be purchased by Customer. The details of the Service subject to this Agreement are set forth in the Order Form.

1.12. "Service Level Agreement" or "SLA" means the NextRequest Service Level Agreement attached as Exhibit A to this Agreement and incorporated by reference.

1.13. "Service Providers" means third-party providers of services that are part of the Service.

1.14. "Usage Data" means information other than Customer Content or Requester Content that is collected, directly or indirectly, from Customer or Requesters by or through the Service that specifically tracks the usage or performance of the Service, including information that incorporates or is derived from the processing, storage or transmission of information, data or content by or through the Service as well as any information, data or other content derived from NextRequest's or its Service Providers' monitoring of Customer's access to or use of the Service such as information reflecting the access or use of the Service by or on behalf of Customer or any Requester. All right, title, and interest in and to the Usage Data shall remain exclusively with NextRequest. Usage Data shall be considered the Confidential Information of NextRequest. NextRequest will employ commercially reasonable measures to ensure that access to Usage Data is not provided to any third party unless such entity has a need to know in order for NextRequest to perform its obligations under this Agreement. Notwithstanding anything else, Customer acknowledges and agrees that NextRequest may: (a) use Usage Data as necessary to provide Services under this Agreement, including for purposes of billing and providing reports to Customer; and (b) use and disclose Usage Data provided that it is aggregated in a manner that does not identify Customer, Customer's Users, or Requesters, and cannot be used to determine which portion of the aggregated data is related or attributable to Customer.

2. **Services**

2.1. **NextRequest Service**. During the term of this agreement, NextRequest will use commercially reasonable efforts to deploy, host, and maintain for Customer the Service further described in the Order Form.

2.2. **Service Level Agreement**. NextRequest will provide support for the Service according to the terms of the Service Level Agreement attached hereto as Exhibit A and incorporated by reference.

2.3. **Other Services**. If provided in the Order Form, NextRequest will provide Additional Services consistent with industry standards and according to the terms in the Order Form. Services such as setup or customer support will be provided during Business Hours, online, or by telephone, unless otherwise agreed to by the Parties.

2.4. **Excluded Services**. Unless expressly provided in the Order Form, NextRequest is not responsible for registering or maintaining domain names or DNS; hardware or software not provided as part of the Service; integration between the Service and any other software or system (except for issues originating with the Service or its interfaces); or providing direct support to Requesters.

2.5. **Security**. The Service is hosted by third-party Service Providers pursuant to agreements between NextRequest and such Service Providers. NextRequest maintains the level of security outlined in NextRequest's Security Policy ("Security Policy"), which is available at https://www.nextrequest.com/compliance/security-policy.

3. **Intellectual Property and Licenses.**

3.1. **Service**. The Service is protected by copyright, trademark, trade secret, and other intellectual property laws of both the United States and foreign countries. Except for the express licenses granted in this Section 3.1, NextRequest reserves all rights in the Service. As between Customer and NextRequest, NextRequest retains all and exclusive rights, title, and interest in and to the Service, including all Intellectual Property rights or moral rights in the Service related thereto or created, used, or provided by NextRequest for the purposes of this Agreement, and any products, works, software used to provide the Service to Customer. During the Term and conditioned upon Customer's compliance with all provisions of this Agreement, NextRequest hereby authorizes Customer to access and use the Service for purpose of accepting, responding to and managing public records requests and publishing responsive documents ("**Purpose**"), and grants to Customer a personal, limited, royalty-free, non-exclusive, non-assignable, non-sublicensable and non-transferable right and license to use the Service only for the Purpose. Customer shall not (and shall not permit any third party to) directly or indirectly (a) copy, modify, translate or create derivative works or improvements of the Service; (b) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer or otherwise make available any Service or any part or derivative thereof to any person; (c) reverse engineer, disassemble, decompile, decode, adapt or otherwise attempt to derive or gain access to the source code, underlying ideas, algorithms, structure or organization of the Service, in whole or in part; or (d) defeat, bypass, breach, deactivate, or otherwise circumvent any security device or protection used by the Service or access or use the Service other than through the use of its own then valid access credentials.

3.2. **Customer Content.** As between Customer and NextRequest, Customer retains ownership of all Intellectual Property in Customer Content. Customer grants to NextRequest, its Service Providers and each of NextRequest's respective subsidiaries, affiliates, and successors a worldwide, non-exclusive, royalty-free, fully-paid-up, transferable, irrevocable, perpetual, unlimited, and sub-licensable right and license to use, host, store, cache, reproduce, publish, publicly display, perform, distribute, transmit, translate, publicly perform, adapt, modify, and otherwise fully use and exploit Customer Content, in all media now known or later developed, for the purpose of providing the Services.

3.3. **Requester Content.** Requester Content submitted directly by a Requester to NextRequest is governed by the NextRequest Terms of Service. As set forth in the Terms of Service, Requester grants to Customer a worldwide, non-exclusive, royalty-free, fully-paid-up, non-assignable, non-transferrable, irrevocable, perpetual, and non-sublicensable right to use Requester Content solely for the Purpose.

3.4. **Feedback and improvements**. Any suggestions provided by Customer in any form or medium to NextRequest with respect to NextRequest's products or services shall be collectively deemed "Feedback." NextRequest will be free to use Feedback without any obligation to Customer and Customer hereby assigns to NextRequest all rights, title, and interest in and to any Feedback. NextRequest will be considered the sole author of all modifications or improvements to the Service. NextRequest may use Customer Content to improve the Service and shall be the sole owner of any such improvements, so long as such use protects the confidentiality of Customer Content.

4. Customer Obligations and Restrictions

4.1. **Security**. Customer will protect the accounts, passwords, and other authentication information Customer uses to access the Service and any NextRequest system, and is responsible for the use of the Service by any Customer User, employee of Customer, any person Customer authorizes to use the Service, any person to whom Customer has given access to the Service, and any person who gains access to Customer Content or the Service as a result of Customer's failure to use reasonable security precautions, even if such use was not authorized by Customer. Customer's user names, passwords, other login information or personal information may be stored by NextRequest or its Service Providers in the course of providing Service and may be available to the Service and Service Providers.

4.2. **Compliance with Laws**. Customer is solely responsible for Customer Content and will comply with all laws applicable to Customer's use of the Service, including without limitation, all local, state, and federal public records law and privacy and security laws. NextRequest shall not be liable for any damages that arise due to Customer's use of the Services or publication, processing, storage or transmission of any information in violation of any law. Customer represents and warrants that it has reviewed the Security Policy carefully and has made its own, independent determination whether the levels of privacy and security set forth in the Security Policy are sufficient for Customer's use of the Service. Customer acknowledges and agrees that the Service,

including without limitation the degree of privacy and security provided by the Service, may not comply with special privacy and security requirements relating to the processing, storage or transmission of Sensitive Information. Customer will not use the Service to process any information subject to the Health Insurance Portability and Accountability Act ("HIPAA") without signing a Business Associations Agreement with NextRequest. Customer agrees that if Customer uses the Service to process Sensitive Information, any such use is at Customer's own risk and NextRequest will have no liability to Customer or any third party arising out of or relating to such use. Customer recognized that NextRequest can be assessed fees, fines, and penalties ("Penalties") by the overseeing agency due to Customer's breach of this section 4.2. In the event Customer breaches its covenants in this section 4.2 and NextRequest is assessed Penalties, Customer shall bear all responsibility for payment of such Penalties in an amount up to $100,000 per violation, per year. Customer will not disclose to NextRequest or the Service any information that Customer is prohibited by any law or regulation from disclosing.

4.3. **Acceptable Use Policy**. Customer shall not use the Service (i) to send or facilitate the sending of unsolicited bulk commercial email (spam) or inundating a target with communications requests so the target cannot effectively respond to legitimate traffic; (ii) to send, upload, distribute, or transmit or store Prohibited Content (iii) to distribute malware, including viruses, worms, Trojan horses, corrupted files, hoaxes, or other items of a destructive or deceptive nature; (iv) to alter, disable, interfere with, disrupt, circumvent or exploit vulnerabilities in any aspect of the Service or NextRequest's or third parties' other services or systems; (vi) monitor data or traffic on the Service without permission; (vii) forge TCP-IP packet headers, e-mail headers, or any part of a message describing its origin or route; (viii) to infringe or misappropriate the Intellectual Property or privacy rights of any person; (vii) to otherwise violate, or promote the violation of, any law or the legal rights of any person; (viii) to impersonate another person; (ix) for any high risk use where failure of the Service could lead to death or serious bodily injury or any person or to physical or environmental damages, such as applications controlling transportation, medical systems or weaponry systems; or (x) to otherwise access or use the Service beyond the scope of the authorization granted under Section 2.1. If Customer becomes aware of any actual or threatened activity prohibited under this section, Customer shall immediately take all reasonable measures to stop the activity, to mitigate its effects, and to notify NextRequest. Customer is responsible for any act or omission of any Customer User. NextRequest and its Service Providers may report any activity, including disclosing appropriate information, if they suspect such activity violates any law or regulation.

4.4. **Service Policies and Privacy.** Customer acknowledges that NextRequest is required by law to provide a Privacy Policy for all users of the Service and visitors to NextRequest.com. Customer acknowledges that all users of the Service are subject to the NextRequest Privacy Policy available at https://www.nextrequest.com/privacypolicy, which applies to information and data collected with respect to Requesters and Customers, including Requester Content, Usage Data and email correspondence handled by the Service. The NextRequest privacy policy applies to Usage Data relating to Customer Content, but does not apply to Customer Content itself. Customer acknowledges that, in order to use the Service, all users of the Service are subject to the NextRequest Terms of Service available at https://www.nextrequest.com/termsofservice which may be updated from time to time.

4.5. **Deletion of Customer Content.** The Service enables Customer to delete Customer Content for purposes of adhering to Customer's document retention or other policies, or any applicable law. When Customer deletes Customer Content ("**Deleted Content**"), such Customer Content is removed from databases accessible to Customer, Requester and/or the general public so that Customer no longer has access to Deleted Content. However, copies and backups of Deleted Content may continue to be stored on NextRequest's or its Service Providers' servers. Customer acknowledges and agrees that after deletion, under no circumstances will NextRequest provide Customer with copies of Deleted Content. NextRequest may provide Deleted Content to third parties as required by law or a court order, and will notify Customer to the extent allowed by applicable law.

4.6. **Removal of Customer Content, Suspension of Service**

4.6.1. NextRequest reserves the right to remove or prohibit any Customer Content or Requester Content that NextRequest determines in its sole discretion violates applicable law or the Acceptable Use Policy.

4.6.2. NextRequest may suspend or terminate Customer's use of the Services if NextRequest reasonably believes in its sole discretion that: (a) it is required to do so by law or a regulatory or government body, or doing so is necessary to protect the rights of NextRequest,

its Service Providers, a Requester, or its other Customers; (b) Customer has failed to comply with any material term of this Agreement, including the Acceptable Use Policy; (c) Customer's use violates applicable law or third-party rights; or (d) this Agreement expires or is terminated. In the event of that Customer's use of the Services is suspended or terminated pursuant to this Section 4.6.2, Customer shall be entitled as its sole remedy (and NextRequest's sole obligation) to a proportionate refund of any prepaid unused Fees from the date of suspension or termination.

4.6.3. Notwithstanding the foregoing and for the avoidance of doubt, NextRequest shall have no obligation to monitor, filter, or disable access to any Customer Content or Requester Content.

4.6.4. If NextRequest or a Service Provider elects to remove Customer Content or suspend the Services, to the extent possible and permitted by applicable law, NextRequest will give Customer advance notice of at least one (1) Business Day and will use commercially reasonable efforts to provide removed Customer Content to Customer to maintain Customer's business process continuity.

4.6.5. If Customer Content is removed as part of the notice-and-takedown procedure provided by the Digital Millennium Copyright Act ("DMCA"), and Customer believes such Customer Content was wrongly removed as a result of a copyright infringement notice, Customer may notify NextRequest as provided in section 6.3 of the Terms of Service.

5. **Customer Representations and Warranties.** Customer represents, warrants, and covenants that:
   5.1. It is duly organized, validly existing and in good standing under the laws of its jurisdiction of incorporation;
   5.2. It has the legal right and authority to enter into and perform its obligations under this Agreement;
   5.3. The execution and performance of this Agreement will not conflict with or violate any provision of any applicable federal, state, or municipal law, regulation, or ordinance;
   5.4. This Agreement, when executed and delivered, will constitute a valid and binding obligation will be enforceable against Customer in accordance with its terms;
   5.5. It has all necessary rights in the Customer Content to permit Customer's use of the Service and to grant the licenses contained in this Agreement without infringing the Intellectual Property or other rights of any third parties, violating any applicable laws, or violating the terms of any license or agreement to which it is bound;
   5.6. Customer has the legal right and authority to provide Customer Content to NextRequest, and to make such Customer Content and Requester Content publicly available through the Service.
   5.7. Customer's disclosure to the Services of any Customer Content or Requester Content will not violate any third-party Intellectual Property Rights or privacy rights.
6. **Fees and Invoicing.**
   6.1. **Fees, Invoicing**. Customer will pay all fees stated in the Order Form within 30 days of receiving an invoice from NextRequest.
   6.2. **Payments Processing**. This section applies to Customers who use NextRequest's online payment tools and integrations (the "Payments Module"). The Payments Module and related integrations is made available through agreement(s) with Stripe, Inc., the terms of which are available at https://stripe.com/us/legal. By electing to use the Payments Module, Customer agrees to abide by the relevant terms of NextRequest's agreements with Stripe, Inc., including without limitation terms relating to compliance with applicable laws, data privacy, and permitted and prohibited uses. Transactions processed using the Payments Module are handled directly between Requesters, Customer and Customer's Payment processor (for example, Stripe). NextRequest does not receive sensitive financial information (such as credit card or bank numbers) relating to the transactions. The only data made available to NextRequest is a record of the transaction including invoice information and the amount of the transaction.
   6.3. **Expenses.** If Customer purchases Hourly Services, Customer will reimburse NextRequest for all ordinary and necessary expenses incurred in connection with the performance of the Hourly Services, including travel-related expenses. All travel will be pre-approved by Customer.
   6.4. **Taxes**. Customer is responsible for any taxes that may be due as a result of this Agreement, except for taxes on NextRequest's net income. Taxes payable by Customer will be billed as separate items on NextRequest's invoices and will not be included in NextRequest's fees. If Customer claims a tax exemption, Customer must provide documentation of the exemption to NextRequest at the time of Customer order.
7. **Confidential Information**
   7.1. **Duty to Protect Confidential Information.** Each Party will exercise the same degree of care and protection with respect to the Confidential Information of the other Party that it exercises with respect to its own Confidential Information, at least a reasonable degree of care. A Party will not

use the Confidential Information of the other Party except as permitted by this Agreement. Notwithstanding the foregoing either Party may disclose the other's Confidential Information to its employees and agents who have a need to know for the Purpose, provided that any agent to which Confidential Information is disclosed is bound by non-disclosure terms at least as protective as those in this Agreement.

7.2. **Return of Confidential Information**. Unless otherwise authorized, upon the earlier of termination of this Agreement or request by the other Party, each Party will promptly return or, subject to Section 4.5 and any applicable law, destroy all Confidential Information disclosed to it by the other Party and provide certification that all such Confidential Information has been returned or destroyed.

7.3. **Notification Obligation**. If a Party becomes aware of any unauthorized use or disclosure of the Confidential Information of the other Party, it will make commercially reasonable efforts to notify the other Party of the unauthorized use or disclosure and assist in seeking a protective order or other appropriate remedy.

8. **Publicity.** Customer hereby authorizes NextRequest to include NextRequest's name and logo inconspicuously within the Client's instance of the Services. Customer may publicly refer to itself as a customer of the NextRequest Services, including on Customer's website and in sales presentations. Notwithstanding the foregoing, each Party hereby grants the other a limited, worldwide, license to use the other's logo in conformance with such Party's trademark usage guidelines and solely for the purposes of providing the Services. In no event will either Party issue a press release publicly announcing this relationship without the approval of the other Party, such approval not to be unreasonably withheld.

9. **Term and Termination**

9.1. **Term**. The term of this agreement begins on the earlier of (1) acceptance of this Agreement by Customer or (2) the first date on which NextRequest begins providing Services to Customer and ends on the later of (a) the last day of the Initial Term as set forth in the Order Form, (b) the last date of any renewal term, or (c) the last date on which NextRequest provides Services to Customer. Unless NextRequest receives notice of termination from Customer 60 days or more before the expiration of the initial term (or any renewal term), the Agreement will renew automatically on the terms set forth herein for an additional term of one year at NextRequest's then-current rates.

9.2. **Termination for Convenience.** Customer may terminate for convenience at any time upon 30 days' written notice to NextRequest but will not be entitled to any refund of fees for any unused portion of the Service or unused Hourly Services.

9.3. **Termination for Breach.** Either Party may terminate the Agreement for breach if the other Party materially fails to meet any obligation stated in the Agreement and does not remedy that failure within thirty (30) days of written notice from the nonbreaching Party describing the failure.

9.4. **Effect of Termination**. Upon expiration or termination of this Agreement for any reason, all licenses and rights to use the Service granted to Customer shall terminate immediately, and Customer shall immediately cease all use of the Service. If Customer has paid in advance for Service, and this Agreement terminates due to material breach of this Agreement by NextRequest, NextRequest shall refund Customer a prorated amount of any amount already paid. Upon termination by Customer for convenience or due to material breach by Customer, in addition to any remedy provided in this Agreement or provided in law or equity, NextRequest shall be entitled to retain any amounts already paid. The following terms will survive expiration or termination of the Agreement: Sections 3, 4, 6, 7, 8, 11, 12, and 13 as well as all other provisions of the Agreement that by their nature are intended to survive expiration or termination of the Agreement.

10. **Changes to Services**. In order to improve the Service, NextRequest may change, upgrade, patch, enhance, or fix any or all of the Service ("Updates") from time to time in order to provide the Service, and such Updates will become part of the Service and subject to this Agreement; provided that Next Request shall have no obligation under this Agreement or otherwise to provide any such Updates. Customer understands that NextRequest may cease supporting old versions or releases of the Service

at any time; provided that NextRequest will make commercially reasonable efforts to give Customer prior notice of any major changes to the Service.

11. **Intellectual Property Infringement and Indemnification**
    11.1. **NextRequest's Obligations for IP Infringement**. If any action is instituted by a third party against Customer based upon a claim that any part of the Service (an "Infringing Item"), infringes any Intellectual Property right, NextRequest's sole obligation will be at its option and expense to (a) procure for Customer the right to continue using the Infringing Item, (b) replace or modify the Infringing Item so that it is no longer infringing but continues to provide comparable functionality, or (c) terminate this Agreement and Customer's access to the Service, in which case NextRequest shall refund a prorated amount of any amounts paid for which Service have not yet been received. NextRequest shall have no liability to Customer for any infringement action to the extent such action arises out of a breach of the terms and conditions of this Agreement by Customer or of the use of the Service (or any component part thereof) after it has been modified by Customer without NextRequest's prior written consent. This Section 11.1states NextRequest's sole liability to Customer, and Customer's exclusive remedy against NextRequest for infringement claims.
    11.2. **Customer's Indemnification of NextRequest**. Unless prohibited under applicable law given Customer's status as a public entity, Customer agrees to defend, indemnify and hold harmless NextRequest and its affiliates and their respective directors, officers, employees, and agents from and any and all damages, liabilities, costs, and expenses (including reasonable attorneys' fees) incurred as a result of any claim, judgment, or proceeding relating to or arising out of: (a) Customer's breach of this Agreement, including without limitation of any of Customer's warranties or representations or NextRequest's Acceptable Use Policy or (b) any claim alleging that NextRequest has infringed or secondarily infringed on the intellectual property or proprietary right of a third party as a result of Customer Content or Customer's use of the Service, whether or not Customer was aware of the allegedly infringing conduct and whether or not the conduct is actually infringing.

12. **Disclaimers and Limitations on NextRequest's Liability**
    12.1. NextRequest is not responsible to Customer or any third party for unauthorized access to Customer Content or the unauthorized use of the Service unless the unauthorized access or use results from NextRequest's failure to meet its security obligations under this Agreement.
    12.2. **Disclaimer of Warranty**. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE SERVICE IS PROVIDED "AS IS" AND "AS AVAILABLE" AND NEXTREQUEST MAKES NO WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR USE AND NONINFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE OR TRADE PRACTICE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, NEXTREQUEST MAKES NO REPRESENTATION OR WARRANTY (A) USE OF THE SERVICE WILL MEET CUSTOMER'S REQUIREMENTS, (B) THAT THE SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE, OR (C) REGARDING THE ACCURACY OR RELIABILITY OF ANY CONTENT.
    12.3. **Limitation of Liability**. EXCEPT AS OTHERWISE PROVIDED IN SECTION 12.4, IN NO EVENT WILL NEXTREQUEST OR ANY OF ITS SUCCESSORS, LICENSORS, OR SERVICE PROVIDERS BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ITS SUBJECT MATTER UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE FOR (a) LOSS OF GOODWILL OR REPUTATION; (b) EXCEPT AS EXPRESSLY PROVIDED IN THE SERVICE LEVEL AGREEMENT, USE, INABILITY TO USE, LOSS, INTERRUPTION, DELAY OR RECOVERY OF THE SERVICE; (c) COST OF REPLACEMENT GOODS OR SERVICES; OR (d) LOST REVENUES OR PROFITS OR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, ENHANCED OR PUNITIVE DAMAGES, IN EACH CASE REGARDLESS OF WHETHER SUCH PERSONS WERE ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE. IN NO EVENT WILL THE COLLECTIVE AGGREGATE LIABILITY OF NEXTREQUEST AND ITS SUCCESSORS, LICENSORS, OR SERVICE PROVIDERS ARISING OUT OF OR RELATED TO THIS AGREEMENT OR ITS SUBJECT MATTER, WHETHER ARISING UNDER OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR ANY OTHER LEGAL OR EQUITABLE THEORY EXCEED THE TOTAL

AMOUNT ACTUALLY PAID BY CUSTOMER TO NEXTREQUEST UNDER THIS AGREEMENT. THE FOREGOING LIMITATIONS APPLY EVEN IF ANY REMEDY FAILS OF ITS ESSENTIAL PURPOSE. TO THE EXTENT APPLICABLE LAW PROHIBITS THE FOREGOING LIMITATION OF LIABILITY, NEXTREQUEST'S LIABILITY IS LIMITED TO THE GREATEST EXTENT ALLOWED BY APPLICABLE LAW.

12.4. Nothing in this Agreement limits or excludes either Party's liability for its gross negligence or willful misconduct.

13. **General**

13.1. **State Agency Piggybacking**. NextRequest agrees to allow Customer and other public agencies in the State of [CUSTOMER'S STATE] to purchase additional items, at the same terms and conditions as this Agreement, excluding pricing and term length, and services to be provided, which will be separately agreed upon by NextRequest in a mutually executed Order Form.

13.2. **Governing Law**. Unless otherwise mutually agreed by the Parties in an Order Form, this Agreement will in all respects be governed by and construed and enforced in accordance with the laws of the State of California, without respect to conflict-of-laws principles.

13.3. **Arbitration**. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, will be settled by binding arbitration by a single arbitrator in accordance with the Commercial Arbitration Rules of the American Arbitration Association in San Francisco, California. Upon receipt of notice of any dispute to be settled by binding arbitration, the American Arbitration Association will use its best efforts to appoint a single arbitrator within 30 days after receipt of such notice.

13.4. **Arbitration Award**. The arbitrator will not have the authority to award exemplary or punitive damages to any injured party. A decision by the arbitrator will be final and binding. Judgment may be entered on the arbitrator's award in any court having jurisdiction, and such award will not be appealable.

13.5. **Notice**. Written notice by either Party to the other may be given: (i) in person, and such notice will be deemed valid on the date of delivery in person; or (ii) by email to the Party contact identified in the Order Form, and such notice will be deemed valid as of the proof of mailing date.

13.6. **Assignment.** Neither Party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of the other Party (not to be unreasonably withheld). Notwithstanding the foregoing, either Party may assign this Agreement in its entirety, without consent of the other Party, to its affiliate or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the Parties, their respective successors and permitted assigns. NextRequest may use Service Providers to perform all or any part of the Service, but NextRequest remains responsible to Customer under this Agreement for Service performed by its Service Providers to the same extent as if NextRequest performed the Service itself.

13.7. **Force Majeure**. Neither Party will be in breach of the Agreement if the failure to perform the obligation is due to an event beyond either Party's control, such as significant failure of a part of the power grid, significant failure of the Internet, natural disaster, war, riot, insurrection, epidemic, strikes or other organized labor action, terrorism, or other events of a magnitude or type for which precautions are not generally taken in the industry.

13.8. **Modifications**. Unless otherwise expressly permitted in this Agreement, the Agreement may be amended only by a formal written agreement signed by both Parties. An Order Form may be amended to modify, add, or remove services by mutual written agreement of the Parties, agreement by email being sufficient. Any terms on Customer's purchase order or other business forms by which Customer orders or pays for Service will not become part of this Agreement.

13.9. **Entire Agreement**. The Agreement, together with the Order Form, Terms of Use and Privacy Policy, constitutes the complete and exclusive agreement between the Parties regarding the Service and supersedes and replaces any prior understanding or communication, written or oral. Customer acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of NextRequest which is not set out in the Agreement.

13.10. **Precedence**. If there is a conflict between the Order Form and this Agreement, then this Agreement will control.

13.11. **Unenforceable Provisions**. If any part of the Agreement is found unenforceable by a court, the rest of the Agreement will nonetheless continue in effect, and the unenforceable part will

be reformed to the extent possible to make it enforceable but still consistent with the business and financial objectives of the Parties underlying the Agreement.

13.12. **No Waiver**. Each Party may enforce its respective rights under the Agreement even if it has waived the right or failed to enforce the same or other rights in the past.

13.13. **No Partnership**. The relationship between the Parties is that of independent contractors and not business partners. Neither Party is the agent for the other, and neither Party has the right to bind the other to any agreement with a third party.

13.14. **No Third-party Beneficiaries**. There are no third-party beneficiaries to this Agreement.

13.15. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which will be considered a legal original for all purposes.

NextRequest
Service Level Agreement

This Service Level Agreement ("SLA") defines the support obligations of NextRequest, LLC, a Delaware corporation ("NextRequest") to Customer, a purchaser of NextRequest's service. The terms of this SLA are incorporated into and subject to the terms of the NextRequest Master Service Agreement. Capitalized terms not defined in this SLA shall have the meanings given to them in the NextRequest Master Service Agreement.

1. Service Guarantees

1.1 Availability. NextRequest provides hosting for the NextRequest service through a Service Provider ("Hosting Provider"), which does not make guarantees about uptime. Based on past performance, NextRequest anticipates 99.9% uptime of the application, with the exception of planned outages for maintenance and upgrades for which NextRequest notifies the Customer 24 hours in advance ("Uptime"). If NextRequest fails to meet the Uptime, the Customer will be eligible for credits as described in section 3.2.

1.2 Security. NextRequest takes the security of the Customer's data seriously and protects it according to the rigorous security practices described in our System Security Plan. The Hosting Provider utilizes certified data centers managed by Amazon, which implements industry-leading physical, technical, and operational security measures and has received ISO 27001 certification and Federal Information Security Management Act (FISMA) Moderate Authorization and Accreditation from the U.S. General Services Administration. If NextRequest becomes aware of any unauthorized access to its systems that poses any threat to the Service or the Customer's data, NextRequest will notify the Customer in writing of the issue no later than the close of the next Business Day after NextRequest learns of it.

1.3 Data Integrity. The Hosting Provider makes daily backups of Customers' systems and data. Seven (7) daily backups and five (5) weekly backups are retained.

1.4 Location of Service. Service and Customer's data is hosted in the United States.

2. Service Request Process

2.1 Service Request Definition. A Service Request is any email, phone call, or in-app chat ticket sent to NextRequest by the Customer indicating support action is necessary or desired. This includes Bug reporting and Customer Support.

2.2 Severity Levels and Response Times. Each Service Request will be assigned a Severity Level by the party initiating the request. If NextRequest reasonably determines that the Customer has assigned an incorrect Severity Level to a ticket, NextRequest may assign a different Severity Level. The Severity Levels are defined below, along with the corresponding Initial Response Time within which NextRequest (or, in the case of Critical requests, our Hosting Partner) will respond to the Customer's request and begin work on the issue:

Severity Level (Priority)	**Definition**	**Initial Response Time and Channel**
Critical Service is inoperative	Service is inoperative, Customer's business operations or productivity are severely impacted with no available workaround, or a critical security issue exists.	2 hours during Business Days *(phone or email)*
Standard (High)	Service is operating but issue is causing significant disruption of Customer's business operations; workaround is unavailable or inadequate.	1 Business Day *(phone or email)*

Standard (Medium)	Service is operating and issue's impact on the Customer's business operations is moderate to low; a workaround or alternative is available.	1 Business Day *(email)*
Standard (Low)	Issue is a minor inconvenience and does not impact business operations in any significant way; little or no time sensitivity.	1 Business Day *(email)*

2.3 Standard Service Requests

2.3.1 Initiating Standard Service Requests. The Customer may initiate a Standard Service Request by opening a ticket via the NextRequest in-app chat system. NextRequest support team members or systems may also create tickets on the Customer's behalf in response to issues identified by monitoring systems.

2.3.2 Response and Resolution. Once NextRequest has responded to a Service Request, NextRequest will work during Business Hours with the Customer's representatives and, as needed, our Hosting Partner to resolve the problem or provide a workaround. NextRequest makes no guarantee regarding the time to resolve a Service Request, only that NextRequest will use the reasonable efforts described above.

2.4 Critical Service Requests

2.4.1 Initiating Critical Service Requests. The Customer may initiate a Critical Service Request by calling NextRequest directly at 833-698-7778 or emailing support@nextrequest.com. The Customer will be directed to leave contact information and a detailed description of the issue.

2.4.2 NextRequest's Response. NextRequest's support staff will contact the Customer within 2 hours during a Business Day of receiving the Customer's report of a Critical Service Request and will work continuously until the issue is resolved or a workaround is available. NextRequest will provide the Customer with regular updates until the issue is resolved and will coordinate with the Customer during Business Hours.

2.5 Customer Responsibilities. The Customer agrees to assist NextRequest as necessary to resolve Service Requests and to provide any information NextRequest reasonably requests, including information necessary to duplicate the issue. The Customer agrees to make available personnel capable of understanding and accurately communicating technical details necessary to enable NextRequest to review issues, and to assist NextRequest in diagnosing issues.

2.6 Bugs and Bug Reporting

2.6.1 Bug Definition. A Bug is defined as any issue where the NextRequest application does not function as intended. It is at the sole discretion of NextRequest staff to determine if an issue is classified as a Bug. None of the Customer's Customer Support hours will be deducted for reporting Bugs. The Customer may submit a Service Request in order to report a Bug.

2.7 Customer Support

2.7.1 Customer Support Definition. Staff time spent by NextRequest assisting the Customer or Customer's representatives after the Service Agreement has been signed is defined as Customer Support. This may include helping users with account creation, account log in, configuration, or understanding features. Customer Support hours exclude: bug reporting and related discussions and fixes; regularly scheduled check-ins with NextRequest staff as specified in the Order Form; and training sessions specified in the Order Form. The Customer may submit a Service Request in order to receive Customer Support.

3. Service Credits

3.1 Issuance. If NextRequest fails to meet the response time stated above, the Customer will be entitled to a credit of 2 Service hours for each hour during which the response time guarantee is not met, up to a total

of 8 hours per incident. The Customer must request a credit in writing via a support ticket no later than 14 days following the occurrence of the event giving rise to the credit. Credits will be applied to invoices issued in the future.

3.2 Sole Remedy. The credits stated in this Agreement are the Customer's sole remedy in the event NextRequest fails to meet a guarantee for which credits are provided. If NextRequest fails to perform any obligation for which a credit is not provided, the Customer's sole remedy is to have NextRequest perform or re-perform the obligation, as applicable. The maximum total credit for failure to meet any guarantee during any calendar month shall not exceed one twelfth of the annual recurring fee for the Service.

3.3 Credits for Downtime. During the term of the contract, the Service will be operational and available at least 99.9% of the time in any calendar month, with the exception of planned outages for maintenance and upgrades for which NextRequest notifies the Customer 24 hours in advance. If NextRequest does not satisfy 99.9% uptime, the Customer will be eligible to receive the service credits described below. In order to receive service credits, the Customer must request the credit in writing via a support ticket within 30 days from the time the Customer becomes eligible to receive a service credit.

Monthly Uptime Percentage	**Days of Service added to the end of the service term at no charge to Customer**
99.9% to 99.0%	3
98.9% to 95.0%	7
< 94.9%	15

3.4 Extraordinary Events. The Customer is not entitled to a credit for downtime or outages resulting from denial-of-service attacks, hacking attempts, or any other circumstances that are not within our control.

3.5 No Credit in Breach. The Customer is not entitled to a credit if: (i) the Customer is in breach of the Agreement (including the Customer's payment obligations to NextRequest) at the time of the occurrence of the event giving rise to the credit, (ii) the event giving rise to the credit results from the Customer's prior breach of the Agreement, or (iii) to the extent our failure to meet an Initial Response Time guarantee results from the Customer's delay or failure to meet the requirements of Section 2.5 ("Customer Responsibilities") of this SLA.

19

ORDER SETTING AN ELECTION DATE FOR AFFECTED PROPERTY OWNERS TO REAUTHORIZE THE DOWNTOWN JACKSON BUSINESS IMPROVEMENT DISTRICT, IN ACCORDANCE WITH THE BUSINESS IMPROVEMENT DISTRICT ACT.

WHEREAS, the Municipal Clerk's Department recommends that the governing authority of the City of Jackson designate **Tuesday, December 15, 2026, as the election date** for the reauthorization of the Downtown Jackson Business Improvement District (BID), thereby providing affected property owners the opportunity to reauthorize the BID for a ten (10) -year period commencing January 1, 2027, and ensuring its continued operation; and

WHEREAS, in accordance with Miss. Code Annotated Section 21-43-111, the affected property owners of the BID timely filed their petition with the Municipal Clerk, signed by at least twenty percent (20%) of the property owners, seeking to reauthorize the Downtown Jackson Business Improvement District for a period of ten (10) years, beginning January 1, 2027; and

WHEREAS, on Thursday, September 17, 2026, in accordance with Miss. Code Ann. § 21-43-113, Downtown Jackson Partners—the district management group for the BID—acting on behalf of the property owners, timely mailed a letter and otherwise notified eligible BID property owners of a meeting to be held at 8:30 a.m. on Thursday, October 1, 2026, at the King Edward Hotel. The notice stated that the purpose of the meeting would be for the property owners in attendance to approve a new district plan for the BID for the ten-year period beginning January 1, 2027. As the statute provides, "the goal of the meeting shall be to develop a district plan for the upcoming ten-year period," which "shall be agreed upon by a majority of those property owners in attendance at the meeting"; and

WHEREAS, a majority of property owners in attendance at the October 1, 2026, meeting approved the new district plan; a copy of the new district plan is attached as Attachment A and incorporated in the minutes by reference; and

WHEREAS, the new district plan presented at the October 1st meeting addresses district boundaries, improvements and programs, expenses, funding, and target dates, as well as related matters, including public safety, economic development, landscape & maintenance, and marketing; and

WHEREAS, at its Regular Meeting on Tuesday, October 6, 2026, the City Council of Jackson, Mississippi, in accordance with Mississippi Code Annotated Section 21-43-117(1), adopted a resolution authorizing the Municipal Clerk to convene a public hearing on the new district plan for the Downtown Jackson Business Improvement District, to be held at 6:00 p.m. on Thursday, October 22, 2026, in the Council Chambers. The aforesaid Council Resolution authorized the Municipal Clerk to mail notification letters for the October 22 public hearing to affected Downtown Jackson property owners, publish notice of the public hearing twice in a local newspaper of general circulation, and post notice of the public hearing at City Hall; and

Agenda Item # 19
November 3, 2026
(A. Harris, Horhn)

WHEREAS, the City Council of Jackson, Mississippi, hereby finds that the Municipal Clerk convened a public hearing on the new district plan for the Downtown Jackson Business Improvement District at 6:00 p.m. on Thursday, October 22, 2026, in the Council Chambers, and further finds that, before the public hearing, the Municipal Clerk mailed notification letters for the October 22nd public hearing to affected Downtown Jackson property owners, published notice of the hearing twice in a local newspaper of general circulation, and posted notice of the hearing at City Hall; and

WHEREAS, pursuant to Mississippi Code Annotated Section 21-43-117(1), the Municipal Clerk shall mail written notice of the election to all property owners by Friday, November 6, 2026. This notice shall include the time and date of the election, a copy of the new district plan, and the election ballot. The official ballot form is attached hereto as Attachment B and incorporated into the minutes by reference. The November 6 mailing date is 39 days prior to the election and therefore exceeds the statutory minimum notice requirement of 30 days as set forth in Section 21-43-117(1); and

WHEREAS, the Business Improvement District Act (the "BID Act"), codified at Mississippi Code Annotated Sections 21-43-101 through 21-43-133, authorizes private commercial property owners located within a contiguous area of a municipality that is zoned for commercial or industrial use to establish a Business Improvement District (BID); and

WHEREAS, the BID is funded through an annual assessment levied on the eligible real property in the district based upon the gross square footage of the property. Miss. Code Ann. § 21-43-123; and

WHEREAS, Downtown Jackson Partners, a nonprofit corporation, has served as the district management group since the BID's inception.

WHEREAS, the governing authorities of the municipality levy the BID assessment at the same time and in the same manner as municipal ad valorem taxes are levied; and

WHEREAS, in 1996, private property owners in Jackson's downtown area, following the procedures set forth in the BID Act, voted to create the Downtown Jackson Business Improvement District to operate for the then-applicable statutory period of five years; and

WHEREAS, since then, the private property owners have voted in 2001, 2006, and 2011 to reauthorize the Downtown Jackson Business Improvement District for five-year periods; and

WHEREAS, pursuant to a 2012 amendment to the BID Act that extended the period during which a business improvement district may exist before requiring reauthorization to ten years, the affected property owners reauthorized the Downtown Jackson Business Improvement District in

2016 for a ten-year term ending December 31, 2026. The Downtown Jackson property owners now seek to reauthorize the BID for an additional ten-year period, beginning January 1, 2027; and

WHEREAS, in accordance with Miss. Code Annotated Section 21-43-117(1), the Municipal Clerk is statutorily obligated to notify all property owners to be included in the proposed district of a public hearing to review the new district plan and receive comment about the process for accepting or rejecting the plan; and

WHEREAS, Mississippi Code Annotated Section 21-43-117(1) provides that, following the public hearing on the new district plan, the governing authority of the municipality shall set an election date not more than sixty (60) days from the date of the public hearing for property owners to vote on the approval of the new district plan for the BID for the ten-year period beginning January 1, 2027; and

WHEREAS, the City Council of Jackson, Mississippi, pursuant to Mississippi Code Annotated Section 21-43-117(1), hereby sets **Tuesday, December 15, 2026**, as the date of the election for property owners to vote on the approval of the new district plan, with 5:00 p.m. on that date established as the deadline for submitting completed ballots to the Municipal Clerk; and

WHEREAS, pursuant to Mississippi Code Annotated Section 21-43-117(1), the Municipal Clerk shall publish notice of the election in a newspaper of general circulation within the municipality on at least two (2) occasions, with the first publication occurring not less than ten (10) days nor more than thirty (30) days before the December 15th election date; and such published notice shall include a copy of the new district plan, an election ballot, and the date and time of the election; and

WHEREAS, pursuant to Mississippi Code Annotated Section 21-43-117(1), the Municipal Clerk shall cause a notice of the election to be posted in the lobby of City Hall not less than ten (10) days nor more than thirty (30) days before the December 15th election date; the posted notice shall include a copy of the new district plan, property owner ballot to be used in the election, and the date and time of the election; and

WHEREAS, pursuant to Mississippi Code Annotated Section 21-43-119, the Municipal Clerk shall correctly count and tally all properly submitted written ballots to determine whether sixty percent (60%) of the participating eligible property owners have approved the new district plan for the BID for the ten (10)-year period beginning January 1, 2027, with votes weighted in proportion to the amount of the assessment against properties in the district as provided in Mississippi Code Annotated Section 21-43-115; and

WHEREAS, pursuant to Mississippi Code Annotated Section 21-43-117(5), the Municipal Clerk shall notify affected property owners in the BID of the result of the election; and

WHEREAS, pursuant to Mississippi Code Annotated Section 21-43-117(6), if the new district plan for the BID for the ten (10)-year period beginning January 1, 2027, is approved by

sixty percent (60%) of the eligible property owners participating in the election, the Municipal Clerk shall submit the new district plan to the Mayor for review, so that he may determine whether the plan complies with the provisions of the BID Act; and

IT IS HEREBY ORDERED by the City Council of Jackson, Mississippi, that the Municipal Clerk shall:

a. Set **Tuesday, December 15, 2026**, as the date of the election for property owners to vote on the approval of the Downtown Jackson Business Improvement District Plan for the ten (10) -year period beginning January 1, 2027, with 5:00 p.m. on election day established as the deadline for submitting completed ballots to the Municipal Clerk.

b. On or before Friday, November 6, 2026, mail written notice of the election to all affected property owners. This notice shall include the time and date of the election, a copy of the new district plan, and the election ballot.

c. Publish notice of the election in a newspaper of general circulation within the municipality on at least two (2) occasions, with the first publication occurring not less than ten (10) days nor more than thirty (30) days before the December 15 election date; and such published notice shall include a copy of the new district plan, an election ballot, and the date and time of the election; and

d. Cause a written notice of the election to be posted in the lobby of City Hall not less than ten (10) days nor more than thirty (30) days before the December 15 election date; the posted notice shall include a copy of the new district plan, the property owner ballot to be used in the election, and the date and time of the election.

e. Notify affected property owners in the BID of the result of the election; and

f. If the new district plan is approved by sixty percent (60%) of the eligible property owners participating in the election, submit the new district plan to the Mayor for review, so that he may determine whether the plan complies with the provisions of the BID Act.

Agenda Item No. _____
Date: November 3, 2026
By: Harris, 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

S.C.M. 10/23/20

OFFICE OF THE CITY ATTORNEY

This **ORDER SETTING AN ELECTION DATE FOR AFFECTED PROPERTY OWNERS TO REAUTHORIZE THE DOWNTOWN JACKSON BUSINESS IMPROVEMENT DISTRICT, IN ACCORDANCE WITH THE BUSINESS IMPROVEMENT DISTRICT ACT** is legally sufficient for placement in NOVUS Agenda.

Sondra O. Moncure
Sondra Moncure, *Special Assistant*

10/23/20
DATE

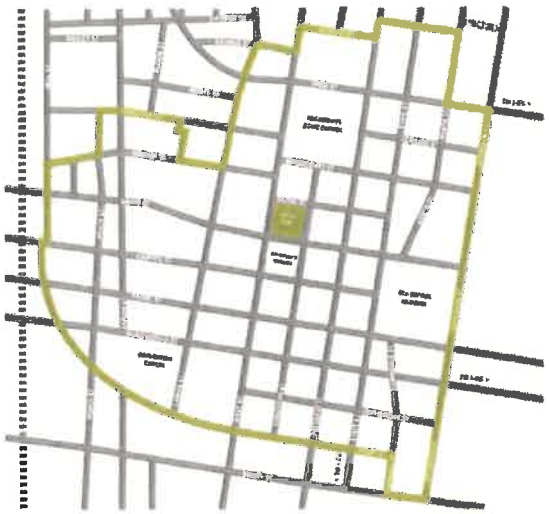
DOWNTOWN JACKSON BUSINESS IMPROVEMENT DISTRICT

DISTRICT PLAN

DISTRICT BOUNDARIES

ATTACHMENT A

The B.I.D.(Business Improvement District) shall contain all of the non-residentially zoned and commercially taxable properties within the portion of the City of Jackson bounded generally by Court Street on the south to Jefferson, Jefferson Street on the east to High, High Street back to North, North Street to George, George Street on the north to Lamar, Lamar Street to the west to Griffith, Griffith Street on the north to Mill, and Mill Street on the west to Court.



IMPROVEMENTS, PROGRAMS & MAXIMUM ALLOTMENT

Public Safety — $159,526.20 or 15%

Down 15% due to fewer ambassadors providing safety patrol and deployment of security cameras, and the addition of Capitol Police has changed DJP's need to supplement this area.

The BID shall provide a supplemental safety patrol through an Ambassador program above and beyond the public safety responsibilities of the Jackson Police Department, Capitol Police, and other established agencies. The BID will maintain security cameras in cooperation with the police departments and install additional cameras as needed to improve BID safety. The Ambassadors will work closely with the police and engage them to keep the BID safe.

Economic Development — $267,877 or 25%

Up 5% due to increased activities categorized under economic development, including activating spaces like murals and special projects like music series.

The BID shall create a supplemental economic development program specific to Downtown Jackson that includes promotion of real estate development and other necessary initiatives that serve to attract investment above and beyond what is currently provided by the City of Jackson or other established agencies.

Landscaping and Maintenance — $267,877 or 25%

Up 10% due to Smith Park responsibilities and more need/emphasis on BID beautification and trash removal.

The BID shall provide landscaping, maintenance, and trash removal above and beyond the responsibilities of the Public Works Department or other established agencies. Through a Memorandum of Understanding with the City of Jackson, the BID will supplement maintenance of Smith Park and make capital improvements as possible.

Marketing — $159,52.20 or 15%

Up 5% to reflect increased marketing of events, social media, and photography/video of events.

The BID shall create a supplemental marketing campaign for Downtown Jackson with advertisements, promotions, events, and other marketing materials and activations of spaces beyond marketing efforts provided by existing entities.

Administration — $106,350.80 or 10%

Down 5% to reflect streamlining of office expenses.

The BID shall require rent, office supplies, postage, telecommunications, WIFI, insurance, and other administrative expenses necessary to fulfill the designated initiatives.

Contingency — $106,350.80 or 10%

The BID shall use the contingency budget to supplement only unforeseen activities within the previously referenced categories.

TOTAL EXPENDITURES — $1,068,508

Funding Sources:

The BID will be funded through a Special Assessment of **$0.11** per gross square foot of space levied upon all land and buildings within the defined boundaries that are not tax-exempt. The total annual amount to be expended on District Improvements and Activities throughout the 10-year authorization should not exceed $1,063,508 annually, subject to additional funds such as grants being obtained for improvements, as may be amended at the annual meeting. This will yield $10,635,080 in funding over the 10-year authorization period.

Beginning Date for Implementation: January 1, 2027

District Management Group: Downtown Jackson Partners

Properties to be Included: See attachment

Parcel Number	Property Street Address	Land SQFT	BLDG SQFT	$0.11 Square FT Assessment
86-77-2	0 W AMITE ST	1,850	0	$204
86-77-1	0 N ROACH ST	9,302	0	$1,023
86-77	200 W CAPITOL ST	12,198	0	$1,342
86-76-2	207 W AMITE ST	12,049	41,000	$5,835
86-76-1	0 W CAPITOL ST	6,008	0	$661
86-76	206 W CAPITOL ST	7,100	2,100	$1,012
86-75	208 W CAPITOL ST	8,284	3,600	$1,307
86-74-1	210 W CAPITOL ST	2,056	4,000	$666
86-74	0 W CAPITOL ST	7,383	0	$812
86-73	214 E CAPITOL ST	6,464	8,325	$1,627
86-72-1	220 W CAPITOL ST	3,163	3,000	$678
86-72	218 W CAPITOL ST	10,880	2,710	$1,495
86-71	222 W CAPITOL ST	2,370	4,744	$783
86-70	224 W CAPITOL ST	3,844	3,200	$775
86-69-1	0 W CAPITOL ST	2,526	0	$278
86-69	226 W CAPITOL ST	6,260	9,056	$1,685
86-68	232 W CAPITOL ST	2,400	4,800	$792
86-67	236 W CAPITOL ST	2,400	4,800	$792
86-66-1	0 N MILL ST	2,178	0	$240
86-66	0 N MILL ST	7,272	0	$800
86-65	0 N MILL ST	8,834	0	$972
86-64	118 N MILL ST	6,565	630	$791
86-56	100 W AMITE ST	9,952	4,000	$1,535
86-48-1	0 N FARISH ST	2,730	0	$300
86-48	303 N FARISH ST	4,461	1,725	$680
86-43	305 N FARISH ST	9,450	4,810	$1,569
86-41	0 N FARISH ST	1,485	0	$163
86-40	0 YOUNGS ALLEY	1,480	0	$163
86-33-1	0 CONGRESS ST	753		$85
86-22	0 N ROACH ST	2,438	0	$268
86-21	133 W GRIFFITH ST	5,285	5,169	$1,150
86-20	137 W GRIFFITH ST	2,975	3,425	$704
86-19	0 W GRIFFITH ST	3,000	0	$330
86-18	0 W GRIFFITH ST	7,440	0	$818
86-17	146 W AMITE ST	9,588	0	$1,055
86-16	200 N MILL ST	7,210	3,450	$1,173

86-15	0 N MILL ST	5,580	0	$614
86-14	218 N MILL ST	11,040	9,900	$2,303
86-13	217 W GRIFFITH ST	2,911	4,900	$859
86-12	0 N MILL ST	4,684	0	$515
85-8-3	190 E CAPITOL ST	87,263	192,000	$30,719
85-8-2	188 E CAPITOL ST	53,578	228,000	$30,974
85-8	0 E CAPITOL ST	62,726	0	$6,900
85-35	227 E AMITE ST	30,009	190,855	$24,295
85-31	248 E CAPITOL ST	18,044	343,000	$39,715
85-30	244 E CAPITOL ST	5,500	11,000	$1,815
85-28	230 E CAPITOL ST	5,072	15,216	$2,232
85-27	228 E CAPITOL ST	2,200	2,200	$484
85-26	224 E CAPITOL ST	1,980	1,980	$436
85-25	226 E CAPITOL ST	2,200	2,200	$484
85-24	0 E CAPITOL ST	3,437	0	$378
85-21	210 E CAPITOL ST	51,734	335,332	$42,577
85-18	200 E CAPITOL ST	10,659	162,448	$19,042
84-27	115 E GRIFFITH ST	9,463	0	$1,041
84-26	162 E AMITE ST	36,784	40,250	$8,474
84-22	138 E AMITE ST	8,138	6,950	$1,660
84-19	126 E AMITE ST	12,799	15,000	$3,058
84-18	124 E AMITE ST	8,500	5,000	$1,485
84-14	0 N LAMAR ST	2,818	0	$310
84-13-2	205 N LAMAR ST	20,347	1,075	$2,356
84-13	219 N LAMAR ST	18,690	4,158	$2,513
84-12-3	200 E AMITE ST	41,184	396,000	$48,090
84-12-2	0 N WEST ST	11,830	0	$1,301
84-12-1	220 E AMITE ST	40,467	212,283	$27,803
83-3	300 N FARISH ST	8,712	4,899	$1,497
36-6	633 N STATE ST	38,400	64,768	$11,348
36-5	625 N STATE ST	14,960	12,960	$3,071
36-3	625 N STATE ST	6,800	0	$748
36-14	601 GEORGE ST	16,311	4,800	$2,322
35-18	0 COLLEGE ST	10,880	0	$1,197
35-12	513 N STATE ST	6,720	4,200	$1,201
35-11	0 N STATE ST	7,356	0	$809
34-7	219 N PRESIDENT ST	20,000	3,042	$2,535
34-55	0 YAZOO ST	4,815	0	$530

34-54	304 N CONGRESS ST	12,305	7,000	$2,124
34-51	316 N CONGRESS ST	9,001	0	$990
34-45	418 YAZOO ST	2,277	1,740	$442
34-4	416 E AMITE ST	2,450	7,140	$1,055
34-3	0 E AMITE ST	1,925	0	$212
34-25	222 N PRESIDENT ST	8,000	22,989	$3,409
34-24	226 N PRESIDENT ST	4,640	2,900	$829
34-23	0 YAZOO ST	6,320	0	$695
34-2	201 N PRESIDENT ST	6,825	8,350	$1,669
34-16	0 E AMITE ST	12,080	0	$1,329
34-14	202 N CONGRESS ST	42,720	39,950	$9,094
34-11	228 N CONGRESS ST	12,800	6,260	$2,097
33-8-1	115 N STATE ST	2,720	2,880	$616
33-8	117 N STATE ST	7,749	10,650	$2,024
33-7	113 N STATE ST	2,328	2,880	$573
33-6	109 N STATE ST	2,195	2,880	$558
33-5	107 N STATE ST	1,872	3,400	$580
33-4	518 E CAPITOL ST	3,344	11,600	$1,644
33-33	0 N STATE ST	3,779	0	$416
33-31	414 E CAPITOL ST	2,480	4,118	$726
33-29	400 E CAPITOL ST	19,275	61,690	$8,906
33-27	120 N CONGRESS ST	10,400	102,000	$12,364
33-22	113 N PRESIDENT ST	4,400	6,600	$1,210
33-21	418 E CAPITOL ST	6,060	1,875	$873
33-20	422 E CAPITOL ST	3,240	2,059	$583
33-2	520 E CAPITOL ST	3,156	3,156	$694
33-19	426 E CAPITOL ST	5,400	4,350	$1,073
33-18-1	436 E CAPITOL ST	1,037	1,037	$228
33-18	107 N PRESIDENT ST	1,324	1,324	$291
33-17	434 E CAPITOL ST	2,916	2,916	$642
33-15	0 E CAPITOL ST	3,879	0	$427
33-14-1	0 N PRESIDENT ST	2,175	0	$239
33-14	500 E CAPITOL ST	4,516	12,000	$1,817
33-11-1	125 N STATE ST	4,104	4,970	$998
33-1-1	101 N STATE ST	2,906	4,640	$830
33-11	129 N STATE ST	6,496	3,600	$1,111
33-10	123 N STATE ST	3,828	4,750	$944
33-1	105 N STATE ST	1,975	4,576	$721

30-3-1	0 N STATE ST	10,890	0	$1,198
30-3	226 N STATE ST	20,475	30,259	$5,581
30-1-1	600 E AMITE ST	9,805	17,640	$3,019
24-49	713 HIGH ST	14,738	7,782	$2,477
24-43	500 N STATE ST	12,800	4,078	$1,857
24-32	654 N STATE ST	15,071	5,400	$2,252
24-31	640 N STATE ST	31,020	6,003	$4,073
24-29	628 N STATE ST	37,143	10,800	$5,274
24-28	0 NORTH ST	12,320	0	$1,350
24-27	620 N STATE ST	12,320	10,368	$2,496
24-26	610 N STATE ST	14,531	11,780	$2,894
24-22	0 NORTH ST	7,500	0	$825
24-21	656 N STATE ST	48,569	9,154	$6,350
194-4	430 S STATE ST	50,208	21,700	$7,910
194-2	414 S STATE ST	17,600	19,050	$4,032
194-1	400 S STATE ST	34,131	18,500	$5,789
193-7	0 S STATE ST	23,714	0	$2,609
193-6	216 S STATE ST	3,900	8,775	$1,394
193-5	214 S STATE ST	3,900	4,875	$965
193-4	0 S STATE ST	4,500	0	$495
193-3	0 S STATE ST	3,700	0	$407
193-2	0 S STATE ST	2,550	0	$281
193-11	312 S STATE ST	66,812	45,175	$12,319
193-10	304 S STATE ST	13,650	32,000	$5,022
193-1	0 S STATE ST	7,875	0	$866
192-9	0 E PASCAGOULA ST	13,024	0	$1,433
192-79	511 E PEARL ST	3,000	3,200	$682
192-74	220 S PRESIDENT ST	7,680	2,750	$1,147
192-6	201 S CONGRESS ST	52,599	66,000	$13,046
192-59	507 E CAPITOL ST	8,512	38,160	$5,134
192-57	501 E CAPITOL ST	3,512	12,000	$1,706
192-56	112 S PRESIDENT ST	745	756	$165
192-45-1	0 S STATE ST	36,691	0	$4,036
192-45	0 S PRESIDENT ST	29,440	3,876	$3,665
192-4	310 E PEARL ST	11,920	119,000	$14,401
192-38	525 E CAPITOL ST	4,333	5,700	$1,104
192-37	525 E CAPITOL ST	12,618	70,111	$9,100
192-36	415 E CAPITOL ST	3,048	6,096	$1,006

192-35	413 E CAPITOL ST	2,532	10,176	$1,398
192-34	401 E CAPITOL ST	25,231	91,557	$12,847
192-32	100 S CONGRESS ST	25,680	0	$2,825
192-3	125 S CONGRESS ST	25,536	393,420	$46,085
192-27	129 S PRESIDENT ST	21,280	14,532	$3,939
192-24	119 S PRESIDENT ST	5,600	13,104	$2,057
192-23-1		600	0	$66
192-2	315 E CAPITOL ST	4,506	87,000	$10,066
192-16	309 E PEARL ST	43,651	108,000	$16,682
192-1	329 E CAPITOL ST	7,664	12,675	$2,237
191-9	156 E PASCAGOULA ST	18,040	8,850	$2,958
191-8-1	200 S LAMAR ST	15,141	70,486	$9,419
191-8	200 S LAMAR ST	17,083	70,486	$9,633
191-71	245 E CAPITOL ST	63,000	115,000	$19,580
191-70	235 E CAPITOL ST	12,825	11,310	$2,655
191-68	225 E CAPITOL ST	33,944	182,258	$23,782
191-67	215 E CAPITOL ST	12,419	0	$1,366
191-66	0 E CAPITOL ST	15,122	145,286	$17,645
191-65	0 E CAPITOL ST	19,472	156,839	$19,394
191-49	141 E CAPITOL ST	4,376	4,000	$921
191-48		192	0	$21
191-47	0 E CAPITOL ST	5,251	0	$578
191-39	111 E CAPITOL ST	88,375	279,360	$40,451
191-38	109 E CAPITOL ST	2,300	3,450	$633
191-37	101 E CAPITOL ST	7,200	19,440	$2,930
191-36	269 E PEARL ST	6,660	11,700	$2,020
191-35	277 E PEARL ST	15,090	21,788	$4,057
191-34-1	263 E PEARL ST	3,300	2,730	$663
191-34	265 E PEARL ST	3,300	2,730	$663
191-33	225 E PEARL ST	12,000	9,750	$2,393
191-32	211 E PEARL ST	13,948	0	$1,534
191-30	200 S LAMAR ST	24,863	166,128	$21,009
191-3	211 S WEST ST	49,049	157,194	$22,687
191-28	213 S LAMAR ST	3,875	6,720	$1,165
191-27	201 S LAMAR ST	4,812	4,812	$1,059
191-26	159 E PEARL ST	2,530	2,160	$516
191-25	157 E PEARL ST	2,365	2,160	$498
191-13	124 E PASCAGOULA ST	7,384	0	$812

191-12	0 E PASCAGOULA ST	7,571	0	$833
191-1	0 S WEST ST	7,050	0	$776
190-8-8	201 W CAPITOL ST	588	5,414	$660
190-8-7	201 W CAPITOL ST	588	5,414	$660
190-8-6	201 W CAPITOL ST	588	5,414	$660
190-8-5	201 W CAPITOL ST	588	5,414	$660
190-8-4	201 W CAPITOL ST	588	5,414	$660
190-8-3	201 W CAPITOL ST	588	5,414	$660
190-8-2	201 W CAPITOL ST	588	5,414	$660
190-8-1	207 W CAPITOL ST	2,160	1,640	$418
190-8	205 W CAPITOL ST	3,500	13,723	$1,895
190-7	209 W CAPITOL ST	4,016	6,860	$1,196
190-6	213 W CAPITOL ST	3,920	3,430	$809
190-5	215 W CAPITOL ST	4,800	2,848	$841
190-4	217 W CAPITOL ST	9,600	20,400	$3,300
190-21	140 W PEARL ST	17,934	4,960	$2,518
190-20	116 S ROACH ST	4,064	4,400	$931
190-2	0 W CAPITOL ST	107,391	410,756	$56,996
190-19	0 S ROACH ST	7,073	0	$778
190-15	0 W CAPITOL ST	4,700	0	$517
190-14	113 W CAPITOL ST	4,930	9,400	$1,576
190-13	117 W CAPITOL ST	2,350	2,350	$517
190-12	119 W CAPITOL ST	2,350	4,700	$776
190-11	123 W CAPITOL ST	2,350	8,836	$1,230
186-9	0 TOMBIGBEE ST	4,000	0	$440
186-59	410 S PRESIDENT ST	5,760	3,780	$1,049
186-58	0 TOMBIGBEE ST	24,305	0	$2,674
186-57	0 S PRESIDENT ST	12,800	0	$1,408
186-54	425 S STATE ST	4,000	4,043	$885
186-53	417 S STATE ST	13,028	4,960	$1,979
186-52-1	409 S STATE ST	5,841	3,120	$986
186-52	411 S STATE ST	7,264	3,200	$1,151
186-51	0 TOMBIGBEE ST	2,052	0	$226
186-50-1	0 TOMBIGBEE ST	588	0	$65
186-50	0 TOMBIGBEE ST	1,360	0	$150
186-49	401 S STATE ST	10,520	10,400	$2,301
186-41	355 S STATE ST	20,120	2,700	$2,510
186-34-1	408 S CONGRESS ST	3,425	0	$377

186-34	405 TOMBIGBEE ST	5,568	11,200	$1,844
186-33	0 S CONGRESS ST	9,834	0	$1,082
186-32	0 S CONGRESS ST	5,516	0	$607
186-29	499 S PRESIDENT ST	16,000	13,888	$3,288
186-28	413 S PRESIDENT ST	7,500	7,840	$1,687
186-27	0 TOMBIGBEE ST	55,776	0	$6,135
186-26	425 TOMBIGBEE ST	2,430	4,456	$757
186-24	0 S WEST ST	34,848	0	$3,833
186-23	0 S CONGRESS ST	11,761	0	$1,293
186-21-2	0 S CONGRESS ST	2,614	0	$288
186-21-1	0 S CONGRESS ST	4,792	0	$527
186-21	0 S CONGRESS ST	3,920	0	$431
186-16	407 S CONGRESS ST	44,431	174,518	$24,084
186-15	301 E PASCAGOULA ST	12,000	24,000	$3,960
186-14	0 E PASCAGOULA ST	12,000	0	$1,320
186-13	0 TOMBIGBEE ST	1,500	0	$165
186-12	0 S WEST ST	12,800	0	$1,408
186-11	0 S WEST ST	3,500	0	$385
186-10	0 TOMBIGBEE ST	2,440	0	$268
1194-7	740 E SOUTH ST	120,608	30,365	$16,607
1194-6	0 S COMMERCE ST	12,160	0	$1,338
1194-5	711 TOMBIGBEE ST	105,152	45,975	$16,624
1193-15-1	200 S COMMERCE ST	11,760	24,220	$3,958
TOTAL		**3,246,009**	**6,422,195**	**$ 1,063,508**

ATTACHMENT B

OFFICIAL BALLOT

ISSUE TO BE DECIDED BY PROPERTY OWNERS:

Should the Downtown Jackson Business Improvement District Plan for the 10-year period commencing January 1, 2027 be accepted or rejected?

To vote, please mark an "X" or fill in the oval next to your choice.

( ) **FOR** the Downtown Jackson Business Improvement District Plan for the 10-year period commencing January 1, 2027.

*Voting **FOR** means you approve the District Plan.*

( ) **AGAINST** the Downtown Jackson Business Improvement District Plan for the 10-year period commencing January 1, 2027

Voting AGAINST means you do not approve the District Plan.

I, _____ (print name), by signing below, hereby affirm that I am the owner of record, or the authorized representative of the owner, of the parcels of taxable real property listed below and located within the Downtown Jackson Business Improvement District, as described in the District Plan for the 10-year period commencing January 1, 2027, which was approved by a majority of property owners attending the meeting held on October 1, 2026.

HINDS COUNTY TAX PARCEL NUMBER:

_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

_____ _____

SIGNATURE ***DATE***

A completed ballot must be submitted to the Municipal Clerk of the City of Jackson no later than 5:00 p.m. on Tuesday, December 15, 2026.

Angela Harris, Municipal Clerk
City of Jackson
219 S. President Street

P.O. Box 17
Jackson, MS 39205-0017

M E M O R A N D U M

Department of Municipal Clerk
(601) 960-1033

TO: Honorable John Horhn, Mayor
All Jackson City Council Members

FROM: Angela Harris, Municipal Clerk

DATE: October 23, 2026

RE: **Election Date- Reauthorization of the Downtown Jackson Business Partners BID**

A petition signed by at least twenty percent (20%) of the property owners was filed with the Municipal Clerk on September 16, 2026. The Council voted to establish a public hearing on October 22, 2026, at 6:00 p.m. According to Miss. Code Ann. §21-43-117, the next step is to set an election to allow the property owners an opportunity to vote on whether to reauthorize the Downtown Jackson Business Partners Business Improvement District (BID). It is recommended that said election be held on December 15, 2026. If said election is approved by 60 % of the property owners, the Downtown Jackson Business Partners BID will be reauthorized beginning January 1, 2027, through December 31, 2037.

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

20

ORDER ACCEPTING THE BID OF UNITED HEALTHCARE SERVICES, INC. TO SERVE AS THE THIRD-PARTY ADMINISTRATOR FOR THE CITY OF JACKSON'S SELF-FUNDED MAJOR MEDICAL HEALTH PLAN FOR THE YEARS 2027 THROUGH 2029 AND THE BIDS OF UNITED HEALTHCARE SERVICES, INC. TO PROVIDE INSURANCE COVERAGE FOR THE VISION PLAN (36 MONTH RATE GUARANTEE) AND THE DENTAL PLAN (24 MONTH RATE GUARANTEE).

WHEREAS, Section 25-15-101 of the Mississippi Code provides that the governing board of a municipality may negotiate and secure for all or specified groups of employees and their dependents a policy or policies of group insurance covering health and group contract or contracts covering hospital and/or medical services or benefits of its employees and their dependents as may desire such insurance and other coverage; and

WHEREAS, pursuant to lawful public advertisement, the City Clerk of Jackson, Mississippi, received sealed bids until 3:30 PM local time on Tuesday, September 1, 2026, at which time they were publicly opened and read aloud to secure qualified proposers to provide Third Party Administrator (TPA) services for the City of Jackson's Major Medical Plan, and to insure the City of Jackson's Dental, and Vision Benefit Plans; and

WHEREAS, five (5) companies (United Healthcare Services Inc., Delta Dental, Cigna, Higginbotham, and Avesis) submitted bids to offer the City of Jackson employees/retirees fully-funded Vision and Dental plans, with two (2) proposers (United Healthcare and Cigna) submitting bids specific to the City of Jackson, Mississippi's self-funded medical plan; and

MEDICAL

WHEREAS, United Healthcare Services, Inc. was determined to be the most highly qualified and responsive bidder to serve as the TPA for the City's Self-Funded Major Medical Health Plan from January 1, 2027, through December 31, 2029, proposing a net monthly administrative fee of $6.73 per participant (incorporating a $27.63 Rx rebate optimization credit and including a $0.55 COBRA administration fee); and

WHEREAS, United Healthcare Services, Inc. further provides significant fiscal cost-offsets for the City, including a contractually sustained pharmacy rebate percentage through Optum, an annual $60,000 wellness allotment, with a guaranteed additional annual $90,000 renewal credit across each year of the 3-year term equaling $150, 000 in wellness credits for each year; and

WHEREAS, United Healthcare Services, Inc. was additionally selected to manage the fully-funded Vision Plan (36-month rate guarantee); and

Agenda Item # 20
November 3, 2026
(T.Martin, Horhn)

WHEREAS, United Healthcare Services, Inc. and Delta Dental bids were tied, and United Healthcare Services, Inc. was selected to manage the Dental Plan (24-month rate guarantee) because it offered an additional $2.00 PEPM credit for the 2027 plan year when bundling dental services with the major medical, resulting in a historic low net administrative rate of $4.73 PEPM; and

WHEREAS, the City of Jackson's Insurance Advisory Committee recommends that the City accept the bid of United Healthcare Services, Inc. to provide third party administrative services for the City's Major Medical Self-Funded Health Plan; and

VISION

WHEREAS, Section 25-15-101 of the Mississippi Code provides that the governing board of a municipality may negotiate and secure for all or specified groups of employees and their dependents a policy or policies of group insurance covering health and group contract or contracts covering hospital and/or medical services or benefits of its employees and their dependents as may desire such insurance and other coverage; and

WHEREAS, pursuant to the authority provided in Section 25-15-101, the governing authorities for the City of Jackson have decided it is in the best interest of the employees of the City of Jackson to offer employees an employee funded vision plan; and

WHEREAS, pursuant to lawful public advertisement, sealed bids were formally received by the City Clerk of Jackson, Mississippi, until 3:30 PM local time on Tuesday, September 1, 2026, at which time they were publicly opened and read aloud to secure qualified proposers to provide insurance for the City of Jackson Vision Plan; and

WHEREAS, five (5) companies (United Healthcare Services, Inc., Delta Dental, Cigna, Higginbotham, and Avesis) submitted bids to offer the City of Jackson employees/retirees a fully funded vision plan; and

WHEREAS, United Healthcare Services, Inc. was selected to act as the insurer for the fully-funded Vision Plan for a 36-month rate guarantee; and

WHEREAS, employees and their dependents, and retirees participating in the group vision plan of the City have the option of choosing from one plan; and

Plan Type	Employee Only	Employee + 1	Family (3+ Members)
UHC Vision	$4.70	$9.53	$15.30

UnitedHealthcare

Proposed Vision Rates for City of Jackson, MS

Effective Date: 01/01/2027

	Exam with Materials
Benefit Frequency	
Comprehensive Exam(s)	Once every 12 months
Eyeglass Lenses	Once every 12 months
Frames	Once every 24 months
Contact Lenses instead of Eyeglasses	Once every 12 months
In-Network Services	
Copays	
Exam(s)	$10
Eyeglasses (lenses and frame) - includes basic single vision, lined bifocal, lined trifocal or lenticular lenses	$25
Contact lenses instead of Eyeglasses	$25
Frame Benefit - for frames that exceed the allowance, an additional 30% discount may be applied to the overage.[1]	
Frame Allowance	$120
Lens Options - this list highlights the discounted cost on our most popular lens options. Exact pricing may vary; confirm cost with your provider prior to purchase.	
Standard Scratch Coating	$0
Scratch Warranty	$10
Tint	$14
UV Coating	$16
Photochromic	$67
Anti-Reflective Tier I	$30
Anti-Reflective Tier II	$50
Anti-Reflective Tier III	$75
Anti-Reflective Tier IV	$95
Roll and Polish Edges	$13
Progressive Tier I	$55
Progressive Tier II	$100
Progressive Tier III	$150
Progressive Tier IV	$200
Progressive Tier V	$250
High Index (<1.66)	$53
High Index (1.66-1.73)	$63
Polycarbonate for Adults	$33
Polycarbonate for Dependent Children	$0
Contact Lens Benefit[2] - Formulary contact lenses refer to contact lenses available on our formulary contact list. Contact lenses not on this list are referred to as Non-Formulary. A copy of the list can be found at myuhc.com.	
Formulary contact lenses The fitting/evaluation fees, contact lenses, and up to two follow-up visits are covered in full after copay.	If you choose disposable contacts, up to 4 boxes are included when obtained from an in-network provider.
Non-Formulary contact lenses An allowance is applied toward the purchase of contact lenses outside the Formulary. The allowance is for materials. No portion will be applied to the fitting and evaluation. Contact lens copay is waived.	$120
Necessary contact lenses[3]	Covered in full after copay (if applicable).

Out-of-Network Reimbursements (Copays do not apply)	
Exam(s)	Up To $40.00
Frames	Up To $45.00
Single Vision Lenses	Up To $40.00
Lined Bifocal and Progressive Lenses	Up To $60.00
Lined Trifocal Lenses	Up To $80.00
Lenticular Lenses	Up To $80.00
Elective Contacts instead of Eyeglasses[2]	Up To $120.00
Necessary Contacts instead of Eyeglasses[3]	Up To $210.00

Discounts

Laser vision
UnitedHealthcare has partnered with QualSight LASIK, the largest LASIK manager in the United States, to provide our members with access to discounted laser vision correction services. Member savings represent up to 35% off the national average price of Traditional LASIK. Contracted prices start at $945 per eye for Traditional LASIK and $1,395 per eye for Custom LASIK. Discounts are also provided on newer technologies such as Custom Bladeless (all laser) LASIK. For more information, visit myuhcvision.com.

Additional Material
At a participating in-network provider you will receive up to a 20% discount on an additional pair of eyeglasses or contact lenses. This program is available after your vision benefits have been exhausted. Please note that this discount shall not be considered insurance, and that UnitedHealthcare shall neither pay nor reimburse the provider or member for any funds owed or spent. Additional materials do not have to be purchased at the time of initial material purchase.

Contact Lens
Order extra contact lenses at uhcglasses.com for 10% off.

Hearing Aids
As a UnitedHealthcare Vision plan member, you can save on custom-programmed hearing aids when you buy them from UnitedHealthcare Hearing. To find out more go to UHCHearing.com. When placing your order use promo code MYVISION to get the special price discount.

Blue Light Protection Discount
UnitedHealthcare Vision has collaborated with industry partners to provide members with discounts off the retail price on blue-light screen filters for their devices. Members can learn more and access discount information by visiting their plan website.

[1]30% discount available at most participating in-network provider locations. May exclude certain frame manufacturers. Please verify discounts with your provider.
[2]Contact lenses are instead of eyeglass lenses and/or eyeglass frames. Coverage for Formulary contact lenses does not apply at all in-network providers.
[3]Necessary contact lenses are determined at the provider's discretion for certain conditions. If your provider considers your contacts necessary, you should ask your provider to contact UnitedHealthcare Vision confirming the reimbursement that UnitedHealthcare will make before you purchase such contacts.

Important to Remember:

In-Network

- Always identify yourself as a UnitedHealthcare Vision member when making your appointment. This will assist the provider in obtaining your benefit information.
- Your participating provider will help you determine which contact lenses are available in the UnitedHealthcare Formulary.
- Patient lens options are subject to change.

WHEREAS, considering the uncertainties in the economic sector and insurance trends, the best interest of the City of Jackson, the employees, dependents, and retirees would be served by accepting the bid of United Healthcare Services, Inc, to provide vision insurance for the Plan Year commencing January 1, 2027 and ending December 31, 2029; and

WHEREAS, the City of Jackson's Insurance Advisory Committee recommends that the City accept the bid of United Healthcare Services, Inc. as the insurer for the City's fully-funded Vision Plan; and

DENTAL

WHEREAS, Section 25-15-101 of the Mississippi Code provides that the governing board of a municipality may negotiate and secure for all or specified groups of employees and their dependents a policy or policies of group insurance covering health and group contract or contracts covering hospital and/or medical services or benefits of its employees and their dependents as may desire such insurance and other coverage;

WHEREAS, pursuant to the authority provided in Section 25-15-101, the governing authorities for the City of Jackson has previously offered dental insurance coverage to municipal employees and also retirees of the municipality through Delta Dental; and

WHEREAS, pursuant to lawful public advertisement, sealed bids were formally received by the City Clerk of Jackson, Mississippi, until 3:30 PM local time on Tuesday, September 1, 2026, at which time they were publicly opened and read aloud to secure qualified proposers to provide Third Party Administrator (TPA) services for the City of Jackson Dental Plan; and

WHEREAS, five (5) companies (United Healthcare Services, Inc., Delta Dental, Cigna, Higginbotham, and Avesis) submitted bids to offer the City of Jackson employees/retirees fully funded Dental plans; and

WHEREAS, United Healthcare was selected as the insurer for the City's fully-funded Dental Plan (24-month rate guarantee); and

WHEREAS, employees and their dependents, and retirees participating in the group dental plans of the City have the option of choosing from among two types of dental plans (platinum and bronze); and

Plan Type		Employee Only	Employee + 1	Family (3+ Members)
UHC Dental (Platinum)		$27.42	$59.87	$85.83
UHC Dental (Silver)		$19.31	$42.09	$60.31

UnitedHealthcare

Proposed Dental Rates for City of Jackson, MS

Effective Date: 01/01/2027

Dental Services	Passive PPO NEW_32500030 CS0		Passive PPO NEW_32500031 CS1	
Legal Entity	UnitedHealthcare Insurance Company		UnitedHealthcare Insurance Company	
	Primary Plan Platinum		Primary Plan Silver	
Diagnostic Service				
Periodic Oral Evaluation	100%	100%	100%	100%
Radiographs	100%	100%	100%	100%
Lab and Other Diagnostic Tests	100%	100%	100%	100%
Preventive Services				
Dental Prophylaxis (Cleaning)	100%	100%	100%	100%
Fluoride Treatment	100%	100%	100%	100%
Sealants	100%	100%	100%	100%
Space Maintainers	100%	100%	100%	100%
Basic Services				
Restorations (Amalgams or Composite)*	80%	80%	80%	80%
Posterior Composites	Included	Included	Included	Included
Emergency Treatment/General Services	80%	80%	80%	80%
Simple Extractions	80%	80%	50%	50%
Oral Surgery (incl. surgical extractions)	80%	80%	In Major	In Major
Periodontics	80%	80%	In Major	In Major
Endodontics	80%	80%	In Major	In Major
Major Services				
Oral Surgery (incl. surgical extractions)	In Basic	In Basic	25%	25%
Periodontics	In Basic	In Basic	25%	25%
Endodontics	In Basic	In Basic	25%	25%
Inlays/Onlays/Crowns	80%	80%	25%	25%
Dentures and Removable Prosthetics	80%	80%	25%	25%
Fixed Partial Dentures (Bridges)	80%	80%	25%	25%
Implants	80%	80%	25%	25%
Orthodontic Services				
Orthodontia	50%	50%	Not Covered	Not Covered
Orthodontia Eligibility	Child Only (Up to Age 19)		Not Covered	
Deductible (Individual/Family)	$50/$150	$50/$150	$50/$150	$50/$150
Deductible applies to Prev. & Diag.	No	No	No	No
Annual Max	$1,500	$1,500	$1,000	$1,000
Lifetime Ortho Max	$1,000	$1,000	Not Covered	Not Covered
Waiting Period	None		None	
Out of Network Basis	UCR 90th		UCR 90th	
PPO Network	Options PPO 30		Options PPO 30	
CMM–Annual Roll-Over	No		No	
FlexAppeal PMM	Yes		No	
Assumed Enrollment and Rates				
Employee	763	$27.42	28	$19.31
Employee + One	223	$59.87	10	$42.09
Employee + Family	188	$85.83	4	$60.31
	1174		42	
Monthly Premium	$50,408.51		$1,202.82	
Annual Premium	$604,902.12		$14,433.84	
Employer Contribution	Voluntary		Voluntary	
Participation Requirements	Minimum of 3 ees		Minimum of 2 ees	
Dependent Children Coverage	To Age 26		To Age 26	
Contract Basis	Fully Insured		Fully Insured	
Benefit Period Basis	Calendar Year		Calendar Year	
Exclusions and Limitations	Standard		Standard	
Broker Commissions	0%		0%	
Rate Guarantee	24 Months		24 Months	
Third Year Rate Cap	7.50%		7.50%	

WHEREAS, considering the uncertainties in the economic sector and insurance trends, the best interest of the City of Jackson, the employees, dependents, and retirees would be served by accepting the bid of United Healthcare Services, Inc, to provide dental insurance for the Plan Year commencing January 1, 2027 and ending December 31, 2028; and

WHEREAS, the City of Jackson's Insurance Advisory Committee recommends that the City accept the bid of United Healthcare Services, Inc. as the insurer for the City's fully-funded Dental Plan.

IT IS, HEREBY, ORDERED that the bids of United Healthcare Services, Inc. received September 1, 2026, to provide third-party administrator services for the City of Jackson's self-funded Major Medical Health Plan, and the bids of United Healthcare Services, Inc. to provide insurance coverage for the Vision and Dental Plans, be accepted as the lowest and best bids received, it being determined that said bids met the City's specifications; and

IT IS HEREBY FURTHER ORDERED that the cost of the coverage of the vision and dental plans shall be fully paid by the employees and retirees electing to participate in the plans offered; and

IT IS HEREBY FINALLY ORDERED that the cost of the coverage for the vision and dental plans may be deducted from the wages paid to the employee by the City of Jackson upon written consent of the employee.

MEMORANDUM

TO: John Horhn, Mayor

FROM: Toya Martin, Director
Department of Human Resources

DATE: October 22, 2026

RE: **ORDER ACCEPTING THE BID OF UNITED HEALTHCARE SERVICES, INC. TO SERVE AS THE THIRD-PARTY ADMINISTRATOR FOR THE CITY OF JACKSON'S SELF-FUNDED MAJOR MEDICAL HEALTH PLAN FOR THE YEARS 2027 THROUGH 2029 AND THE BIDS OF UNITED HEALTHCARE SERVICES, INC. TO PROVIDE INSURANCE COVERAGE FOR THE VISION PLAN (36 MONTH RATE GUARANTEE) AND THE DENTAL PLAN (24 MONTH RATE GUARANTEE).**

Attached is the order accepting the bids for United Healthcare to serve as the TPA for the City's Major Medical Health Plan and to act as the insurer of the vision and dental plans offered to the City's employees.

/tm

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET November 3, 2026

	POINTS	COMMENTS
1.		**ORDER ACCEPTING THE BID OF UNITED HEALTHCARE SERVICES, INC. TO SERVE AS THE THIRD-PARTY ADMINISTRATOR FOR THE CITY OF JACKSON'S SELF-FUNDED MAJOR MEDICAL HEALTH PLAN FOR THE YEARS 2027 THROUGH 2029 AND THE BIDS OF UNITED HEALTHCARE SERVICES, INC. TO PROVIDE INSURANCE COVERAGE FOR THE VISION PLAN (36 MONTH RATE GUARANTEE) AND THE DENTAL PLAN (24 MONTH RATE GUARANTEE).**
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	TPA for Major Medical Plan, and Insurer for Fully-Funded Dental and Vision plans
3.	**Who will be affected**	City of Jackson employees and retirees
4.	**Benefits**	To service the City of Jackson employees and retirees
5.	**Schedule (beginning date)**	TPA _ January 1, 2027 – December 31, 2029 Dental – January 1, 2027 through December 31, 2029 Vision (January 1, 2027 – December 31, 2028
6.	**Location:** § **WARD** § **CITYWIDE (yes or no) (area)** § **Project limits if applicable**	N/A
7.	**Action implemented by:** § **City Department** § **Consultant**	Department of Human Resources
8.	**COST**	**Plan** **Cost** **TPA** 2027 $4.73 PEPM (per employee, per month) plus 55 cents for cobra 2028-2029 $6.73 PEPM (per employee per month) (remaining 2 years) **Plan Type** **Employee Only** **Employee + 1** **Family (3+ Members)** **UHC Vision** $4.70 $9.53 $15.30 **Plan Type** **Employee Only** **Employee + 1** **Family (3+ Members)** **UHC Dental (Platinum)** $27.42 $59.87 $85.83 **UHC Dental (Silver)** $19.31 $42.09 $60.31
9.	**Source of Funding** § **General Fund** §	TPA - Insurance Fund Vision and Dental – 100% Employee Funded
10.	**EBO Participation**	

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

10/28/26

OFFICE OF THE CITY ATTORNEY

This **ORDER ACCEPTING THE BID OF UNITED HEALTHCARE SERVICES, INC. TO SERVE AS THE THIRD-PARTY ADMINISTRATOR FOR THE CITY OF JACKSON'S SELF-FUNDED MAJOR MEDICAL HEALTH PLAN FOR THE YEARS 2027 THROUGH 2029 AND THE BIDS OF UNITED HEALTHCARE SERVICES, INC. TO PROVIDE INSURANCE COVERAGE FOR THE VISION PLAN (36-MONTH RATE GUARANTEE) AND THE DENTAL PLAN (24 MONTH RATE GUARANTEE)** is legally sufficient for placement in NOVUS Agenda.

Drew M. Martin, *City Attorney*

10/28/26
DATE

Sondra Moncure, *Special Assistant*

Monica Clay, *Sr. Deputy City Attorney*

ASO MEDICAL FEES

Fees assume an Average Contract Size of 1.70

ASO Fees (PEPM)	Current	Year 1	Year 2	Year 3
Plan Year	01/01/2026 through 12/31/2026	1/1/2027 through 12/31/2027	1/1/2028 through 12/31/2028	1/1/2029 through 12/31/2029
Choice + Platinum	$37.99	$33.99	$33.99	$33.99
Choice + Gold	$37.99	$33.99	$33.99	$33.99
Choice + Silver	$37.99	N/A	N/A	N/A
Choice + Bronze	$37.99	N/A	N/A	N/A
Rx Rebate Credit	-$27.26	-$27.26	-$27.26	-$27.26
Credits				
Administrative Credit (General Purpose)	N/A	$90,000	$90,000	$90,000
Wellness Credit	$60,000	$60,000	$60,000	$60,000

NOTE: At CITY OF JACKSON - MS's direction, credits can be applied to the monthly bill to offset admin fees or they can be used to reimburse CITY OF JACKSON - MS for ASO program related expenses.

The following services may require an additional cost as noted below:

Additional Disease Management, Specialty and Wellness Programs (Fees are on a PEPM basis unless specifically noted)	Current 1/1/2026 through 12/31/2026	Year 1 1/1/2027 through 12/31/2027	Year 2 1/1/2028 through 12/31/2028	Year 3 1/1/2029 through 12/31/2029
Disease Management Programs:				
Congestive Heart Failure (VOM)	Included in Personal Health Support	Included in Personal Health Support	Included in Personal Health Support	Included in Personal Health Support
Chronic Obstructive Pulmonary Disease (VOM)				
Coronary Artery Disease (VOM)				
Diabetes Program (VOM)				
Asthma Program (VOM)				
Medical Management Programs				
Core Medical Necessity	Included	Included	Included	Included
Physical Health Solutions:				
Chiropractic Network	Included	Included	Included	Included
Physical Therapy/Occupational Therapy/Speech Therapy Network	Included	Included	Included	Included
Complementary Alternative Medicine (CAM) Network Management	Included	Included	Included	Included
Other Programs/Services:				
PHS 3.0 Tier 3	Included	Included	Included	Included
Behavioral Health Solutions Pkg 1	Included	Included	Included	Included
Claim Fiduciary	Included	Included	Included	Included
Third Party Stop Loss Reporting	Included	Included	Included	Included
Center of Excellence/Clinical Programs Cell and Gene Therapy COE	N/A	$30,000 Per Case	$30,000 Per Case	$30,000 Per Case
Child and Family Behavioral Coaching	$240 Per Case	$240 Per Case	$240 Per Case	$240 Per Case
Child and Family Behavioral Coaching Month 2+	$144 Per Case	$144 Per Case	$144 Per Case	$144 Per Case
Maven Maternity 12 Month Program	$925 Per Case	$925 Per Case	$925 Per Case	$925 Per Case
Virtual Behavioral Coaching	$72 Per Session	N/A	N/A	N/A
Virtual Behavioral Coaching Weekly Call	$56.25 Per Session	N/A	N/A	N/A

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Virtual Behavioral Coaching 18+	N/A	$72 Per Session	$72 Per Session	$72 Per Session
UHC Hub Vendors:				
Teladoc Chronic Care Mgmt Plus	$69 PEMPM	$69 PEMPM	$69 PEMPM	TBD
Fees for the following will be collected through the Bank Account				
Second Opinion Services	$2,136 Per Case	$2,136 Per Case	$2,136 Per Case	$2,136 Per Case
Kaia	$615 Per Participant Per Year	N/A	N/A	N/A
Sword Legacy Pricing	N/A	$615 Per Participant Per Year	N/A	N/A
Sword Cap	N/A	N/A	$1.00	$1.00
Sword Move Activation Fee	N/A	N/A	$250 Per Enrolled Member Per Year	$250 Per Enrolled Member Per Year
Sword Move Treatment Completion Fee	N/A	N/A	$250 Per Member Per Year	$250 Per Member Per Year
Sword Thrive Activation Fee	N/A	N/A	$500 Per Enrolled Member Per Year	$500 Per Enrolled Member Per Year
Sword Thrive Treatment Completion Fee	N/A	N/A	$500 Per Member Per Year	$500 Per Member Per Year

The following services are required but not included in the above ASO Fees:

Additional Services (Fees Collected through Bank Account unless otherwise noted)	Fee
Naviguard	18.00% of savings maximum $15.00 PSPM to be reconciled at end of policy period.
Transplant Resource Services Transplant Cost Negotiation Program	$8,333 per negotiation (charged in year end reconciliation)
Payment Integrity:	
Coordination of Benefits	30% of the gross recovery or prevented amount
Pre-Pay	30% of the gross recovery or prevented amount
Post-Pay	30% of the gross recovery amount
Subrogation Services	30.0% of the gross recovery amount

**The fee per individual claim for Naviguard will not exceed $15,000.00 per claim.*

The following are included in the ASO Fees (applies to Active and Pre-65 Retiree population only):

- UnitedHealthcare Pharmacy. If the pharmacy is carved out to another vendor, the ASO fees and Credits are subject to change.
- Federal External Review Program (third level appeals) - our Medical ASO fee includes a maximum of 5 reviews. Reviews in excess of this limit will be charged at $500 per review.
- Advocate4Me Customer Service Model that provides participants with access to a one-stop advocacy resource for an unprecedented l needs, including support and access to services across medical benefits, claims, pharmacy, clinical, incentives, and more.
- Customer Service, our quoted customer service model offers members a high-touch, personal guide who provides support in navigating benefits, understanding payment options, resolving claim issues and working through the health care system. In addition to acting as a one-stop shop where members can be directed to the most appropriate existing services, representatives can provide additional information relevant to personal needs and take ownership of inquires end-to-end. For those not resolved during the initial call, customer service representatives take ownership until resolution including call back to the member.
- Our quote includes the management of over 100 disease states/conditions, as part of our Personal Health Support (PHS) program. We believe this approach will adequately address the clinical conditions present within the population - though we are open to discussing and proposing alternative programs, should clinical prevalence indicate an appropriate ROI.
- United will duplicate requested plan of benefits in principle and in a manner compatible with our understanding of the basic plan designs. Our quotation may be adjusted contingent upon review of all Medical plan design specifics. Our fees may be adjusted, or cha to the plans may be required to enable us to administer claim payments.

This document is confidential and proprietary UnitedHealthcare information and may be used only by personnel in relation to this quote

Pricing Assumptions

- The Plan or its sponsor is responsible for state or federal surcharges, assessments, or similar taxes or fees imposed by governmental entities or agencies on the Plan, Plan Sponsor or us, including but not limited to those imposed pursuant to the Patient Protection and Affordable Care Act of 2010 (PPACA), as amended from time to time. This includes responsibility for determining the amount due, funding, and remitting the PPACA Transitional Reinsurance fee and the PCORI fee which are remitted to the
- The fees quoted do not include state or federal surcharges, assessments, or similar taxes/fees imposed by governmental entities or agencies on the Plan, Plan Sponsor or United. We reserve the right to adjust the rates (i) in the event of any changes in federal, state or other applicable legislation or regulation; (ii) in the event of any changes in plan design or procedures required by the applicable regulatory authority or by the sponsor; and (iii) as otherwise permitted in the Administrative Services Agreement.
- The administrative fees set forth herein do not include fees related to the requirements set forth in the Consolidated Appropriations Act, 2021, including the No Surprises Act. Additional fees for these new regulatory requirements will be provided at a future date once regulatory guidance is received and final compliance requirements are determined.
- United reserves the right to revise this quotation under the following circumstances:
  - The total number of enrolled medical employees varies by more than 10 percent from the assumed medical enrollment of 1306
  - The average contract size, defined as the total number of enrolled employees plus dependents divided by the total number of enrolled employees, varies by 10 percent or more from the assumed average contract size of 1.70.
  - The benefits or service requirements requested and/or quoted change prior to or after the effective date.
  - In the event of any changes in federal, state or other applicable legislation or regulation that require changes to this quotation.
  - In the event of any changes in plan design required by the applicable regulatory authority or by the Plan sponsor.
  - In the event that any taxes, surcharges, assessments, or similar charges are imposed by governmental entities or agencies on the Plan or United, in its role as administrator or insurer.
  - As otherwise permitted in our Administratives Services Agreement
- Our quotation excludes the processing of runout claims upon the termination of our contract.
- If pharmacy benefits are carved out the ASO fees quoted above may be revised.
- CITY OF JACKSON - MS will only receive Rebates to the extent that Rebates are actually received by United. For example, if a government action or a major change in pharmaceutical industry practices eliminates or materially reduces manufacturer Rebate programs, CITY OF JACKSON - MS's payment amount may be reduced or eliminated. In such event, United shall promptly notify CITY OF JACKSON - MS and revise or eliminate such payment effective with the date of the reduction or elimination in Rebate payments. In addition, reduction or elimination of Rebates in this event shall constitute a change in the Agreement as described in the Fees Section such that United has the right to increase the fees for the Pharmacy Benefits Management services or increase the
- We reserve the right to adjust our rebate guarantee if changes made to our prescription drug list (PDL) for the purpose of achieving lower net drug cost for CITY OF JACKSON - MS and our other ASO customers result in significant reductions to the rebate level.
- CITY OF JACKSON - MS will receive 80.0% of rebates on prescription drug products dispensed under the medical benefit plan.
- Commissions are excluded.
- This quotation assumes United will retain claim fiduciary responsibility
- United will provide a Wellness Credit, Administrative Credit (General Purpose) to help CITY OF JACKSON - MS mitigate costs associated with additional wellness services from United, administration of the plan
  These credits are available as follows:

  - The parties must have an executed Agreement.
  - The first month of service fees under the Agreement has been received by United.
  - CITY OF JACKSON - MS's enrollment with United must always exceed 1175 Employees.

  - Annual credits must be used within the Plan Year specified for that credit. One-time credits must be used between 01/01/2027 and 12/31/2029. Any Credits not used during this time period are forfeit.
  - Upon request from CITY OF JACKSON - MS, a credit will be issued in United's fee billing system.
  - Upon presentation of receipts for costs, a credit will be issued in United's fee billing system in the amount of the receipted expenses, total amount not to exceed the full credit.
  - If CITY OF JACKSON - MS terminates the Agreement prior to 12/31/2029, CITY OF JACKSON - MS will repay United a prorated portion of the amount of credit that has been paid as of the termination date. All unpaid credits are forfeit.
  - If enrollment with United falls below the enrollment threshold, CITY OF JACKSON - MS will repay United an amount proportional to the enrollment reduction based on the amount of the credit paid at the time enrollment falls below the threshold.
  - The amount of the credit not yet paid is reduced proportional to the enrollment reduction.

  - If during the course of the first year unforeseen or additional expense items arise related to the CITY OF JACKSON - MS implementation, United reserves the right to use a portion of this credit to offset such expenses.
- CITY OF JACKSON - MS acknowledges that UHC Hub products and services are offered and provided by third-party vendors that are not affiliated with United. UHC Hub vendors are subcontractors under this Agreement. CITY OF JACKSON - MS agrees that United is not responsible or liable in any way for such performance guarantees or financial return guarantees made by those third party vendors. Certain UHC Hub products are subject to state sales Tax. United will invoice and CITY OF JACKSON - MS agrees to A third-party vendor's participation in UHC Hub may terminate in the middle of the Initial Term or Renewal Term of this Agreement. In that instance, the product or service will no longer be provided from that vendor and no further Fees will be charged for that product or service. Fees for UHC Hub products and services will be paid through a withdrawal from the Bank Account.

	Plan 1 Current Plan	Plan 2 Current Plan	Plan 3 Current Plan	Plan 4 Current Plan
Plan Name	Choice + Platinum	Choice + Gold	Choice + Silver	Choice + Bronze
Product	Choice +	Choice +	Choice +	Choice +
HRA or HSA	No	No	No	No
	Network	**Network**	**Network**	**Network**
Office Copay (PCP/SPC)	PCP $20, SPC $30	PCP $20, SPC $30	PCP $20, SPC $30	PCP $20, SPC $30
Other Copays (IP/UC/ER)	IP D&C, UC D&C, ER D&C	IP D&C, UC D&C, ER D&C	IP D&C, UC D&C, ER D&C	IP D&C, UC D&C, ER D&C
Deductible (Indiv/Fam)	$400/$1,200	$1,000/$2,000	$2,500/$5,000	$5,000/$10,000
Coinsurance	75%	75%	75%	75%
Out-of-Pocket (Indiv/Fam)	$5,000 per covered person	$5,000/$10,000	$5,000/$10,000	$9,100/$18,200
Pharmacy Plan	UHC: $50 Ded, $10/$25/$50, 2.0 MO (Trad PDL), Natl	UHC: $50 Ded, $10/$25/$50, 2.0 MO (Trad PDL), Natl	UHC: $50 Ded, $10/$25/$50, 2.0 MO (Trad PDL), Natl	UHC: $50 Ded, $10/$25/$50, 2.0 MO (Trad PDL), Natl
	Out of Network	**Out of Network**	**Out of Network**	**Out of Network**
Deductible (Indiv/Fam)	$400/$1,200	$10,000/$20,000	$10,000/$20,000	$10,000/$20,000
Coinsurance	65%	65%	65%	50%
Out-of-Pocket (Indiv/Fam)	$5,000 per covered person	$15,800/$31,600	$15,800/$31,600	$15,800/$31,600
	Projected Claims	**Projected Claims**	**Projected Claims**	**Projected Claims**
Assumed Enrollment	1273	33	N/A	N/A
Expected Claims	$1,297.44	$1,297.44	N/A	N/A

**Medical and Pharmacy Plan Design provided highlights the core plan design features. The Summary Plan Description will provide full plan design.*

Confidential/Proprietary/Con Sensitive Information

United Healthcare

CITY OF JACKSON - MS | 2027 ASO Expense Summary Exhibit

	Proposed Option 1
Subscribers	1306
Members	2221
Administration	
Composite Administration Fee - PEPM	**$6.73**
Monthly Fees	$8,789
Annual Fees	$105,473
Credits	($150,000)
Annual Net Administration	**-$44,527**
Claims	
Expected Claims - PEPM	$1,297.44
Total Expected - Monthly	$1,694,454
Total Expected - Annual	$20,333,448
Total Cost Summary	
Expected Annual	**$20,288,921**

Effective Date: 01/01/2027
Performance Standards and Credits
Effective for the period: January 01, 2027 through December 31, 2027

Category	Guarantee Description	Measurement Criteria	Credit Amount
Claim Operations			
1. Time to Process: percent of claims paid in 10 business days	94.00 % in ten business days Gradients are 94.00% within 11 business days 94.00% within 12 business days 94.00% within 13 business days 94.00% within 14 business days 94.00% within 15 or more business days	Claim Processing Unit level, by standard claim operations reports.	 $857 $1,714 $2,571 $3,429 $4,286
2. Dollar Accuracy: Percentage of claims dollars processed accurately.	99.00% Gradients are 98.99%-98.50% 98.49%-98.00% 97.99%-97.50% 97.49%-97.00% Below 97.00%	Claim Processing Unit level.	 $857 $1,714 $2,571 $3,429 $4,286
3. Procedural Accuracy: percent of claims processed without non-financial error.	97.00% Gradients are 96.99%-96.50% 96.49%-96.00% 95.99%-95.50% 95.49%-95.00% Below 95.00%	Claim Processing Unit level.	 $857 $1,714 $2,571 $3,429 $4,286
Customer Phone Service			
1. Average Speed to Answer.	30 seconds or less Gradients are 32 seconds or less 34 seconds or less 36 seconds or less 38 seconds or less Greater than 38 seconds	Team level	 $857 $1,714 $2,571 $3,429 $4,286
2. Abandonment Rate.	1.80% Gradients are 1.81%-2.30% 2.31%-2.80% 2.81%-3.30% 3.31%-3.80% Greater than 3.80%	Team level	 $857 $1,714 $2,571 $3,429 $4,286
3. Call Quality Score	93.00% Gradients are 92.99%-91.00% 90.99%-89.00% 88.99%-87.00% 86.99%-85.00% Below 85.00%	Service Model level	 $857 $1,714 $2,571 $3,429 $4,286
Member Satisfaction			
1. United Experience Survey (Post Member Services Call Evaluation)	90.00% Gradients are 89.99%-89.00% 88.99%-88.00% 87.99%-87.00% 86.99%-86.00% Below 86.00%	Service Model level	 $429 $857 $1,286 $1,714 $2,143
Overall UHC Satisfaction			
1. Employer health care decision makers	Based on the response to the question, "Overall, how satisfied are you with UnitedHealthcare?" If the response is a score of 5-10 on the 0-10 scale where 0 means very dissatisfied and 10 means very satisfied, the guarantee has been met.	Based on Employer health care decision makers' overall satisfaction with UnitedHealthcare..	$2,143
Total At Risk			$30,000

Medicare Supplemental plans are excluded from Performance Guarantees.

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UnitedHealthcare Choice Network Savings Guarantee

The Network Savings Guarantee is effective during the incurred period 1/1/2027 through 12/31/2027 and applies only to in-network claims paid within 3 months following the end of the Network Savings Guarantee Period.

Commitment

Actual Discount Range	Fees At Risk
Less Than 67.1%	40.0%
67.1% - 68.1%	32.0%
68.1% - 69.1%	24.0%
69.1% - 70.1%	16.0%
70.1% - 71.1%	8.0%
Greater Than 71.1%	0.0%

We agree to reimburse CITY OF JACKSON, MS the applicable percentage of the standard medical fees (excluding optional and non-standard fees) at risk noted in the table above based on the shortfall in network discounts achieved and the defined range the result falls into up to a maximum of 40.0% of the standard medical fees (excluding optional and non-standard fees).

The maximum penalty payout across all performance guarantees for the contract period shall in no circumstances exceed 25% of total fees at risk across all guarantees.

The UnitedHealthcare Choice product and savings as presented in this document are available under the following assumptions and conditions*:

- Members enrolled in a UnitedHealthcare Choice Network 2,158
- Target Network Savings Percentage (Illustrative) 71.1%
- Risk Free Corridor 0.0%
- For the UnitedHealthcare Choice network to be accessed, a sufficient benefit differential between in and out of network benefits must exist to promote in-network usage. Whether a sufficient benefit differential exists will be measured by UnitedHealthcare with the measurement based on coinsurance differentials, deductible differentials, out of pocket maximum differentials, and combinations of the former, among others.
- Savings are defined as the sum of: (1) the difference between the covered billed charges (excluding ineligible and not covered charges) submitted by the network provider and the amount based on the negotiated rate with that provider. This may also include specially negotiated discounts with network providers in outlier claim situations. No reasonable and customary (R&C) reductions are taken when a negotiated rate is in place with a network provider. The calculation is performed before the application of copayments, deductibles, or other coinsurance. (2) savings that result from the application of claims payment logic that bundles claims, consistent with provisions in our provider contracts.
- We reserve the right to exclude claims showing billed charges (excluding ineligible and not covered charges) at or near the negotiated rate from this guarantee.
- We reserve the right to exclude all claims for claimants with covered charges $75,000 or greater during the guarantee period.
- Claims where UnitedHealthcare is the secondary payor are excluded from the Network Savings and Network Savings Factor determination.
- Mental Health/Substance Abuse claims are excluded.
- Discount guarantee excludes Surest.

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The table below contains anticipated enrollment by market. The Other category is made up of markets with smaller concentrations of members.

Market Name	Employees	Members
WEST CENTRAL MISSISSIPPI	1,248	2,134
Other	18	24
Total/Average*	1,266	2,158

Groups added by CITY OF JACKSON, MS after the plan's effective date will be factored into this guarantee according to their date, size and enrollment by network.

A minimum of 1,139 total employees enrolled in the UnitedHealthcare plan is required for the Network Savings Guarantee to remain in effect.

UnitedHealthcare reserves the right to revise this quotation under the following circumstances:

- The benefits requested and/or quoted change prior to or after the effective date of this quotation.
- An award is not made within 90 days of the issuance of this quotation.
- Changes in federal, state or other applicable legislation or regulation require changes to this quotation.

UHC reserves the right to adjust the discount guarantee should provider chargemaster increases (the rate by which provider charges increase) vary from assumed levels.

* These numbers are estimated only. Final numbers will depend on actual enrollment by network.

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UnitedHealthcare Benefit Services COBRA/Direct Bill Fees

Client name:	City of Jackson - MS	**Subscriber count:**	1325	**Date:**	8/11/2026
Effective date:	1/1/2027-12/31/2029	**Platform:**	UNET	**New:**	☒
Situs state:	Mississippi	**Policy:**	906648	**Renewal:**	☐

COBRA Services Included in Per Eligible Per Month Fee	PEPM $0.55
Group Setup and Ongoing Maintenance	Included
Standard Suite of Online Reports Available On Demand	Included
New Hire Notification/General Notice	Included
COBRA Continuant Takeover	Included
Qualifying Event Notification (QEN) Mail and Enrollment Processing	Included
Monthly Premium Billing, Collection and Remittance to Client	Included
State Continuation/Extension Notification Where Applicable	Included
Administration of Non-UHC Carriers	Included
Online Open Enrollment Services	Included
Direct Bill/Retiree Services	$4.50 per continuant, per month
Optional Services	
Medicare Part D Notifications	$1 per notification
Non-Standard Programming	$150 per hour
Customized Services (letters, correspondence)	Varies, plus postage
Mailed Open Enrollment Services (packaging and distribution of all related benefit materials as provided by the client, up to 10 pages. Fee varies for 11+ pages.)	$8 per package plus postage $100 minimum

The total subscriber count across all medical plans, to include outside carriers, will be collected each year and will be used for your monthly invoice through the plan year. A change in 20% or more should be reported to your COBRA Account Manager and will be reflected in your next month's invoice. UnitedHealthcare will retain the 2% administrative fee routinely charged to COBRA Continuants.

Term and Termination: COBRA administration is dependent on an active UnitedHealthcare policy in place. This agreement shall automatically renew with your UnitedHealthcare policy for successive periods of one (1) year unless either party provides written notice of termination to the other party no later than thirty (30) days prior to the end of the then-current term. In the event fees change, you will be provided with a new renewal quote no later than thirty (30) days prior to the end date of the then-current term.

Services selected

☐ **COBRA** ☐ **Direct Bill/Retiree**

Client signature **Date** **Notes**

United Healthcare®

Insurance coverage provided by or through UnitedHealthcare Insurance Company or its affiliates. Administrative services provided by United HealthCare Services, Inc., or its affiliates.

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The Standard Medical Service Fees (excluding Optional and Non-Standard Fees) and that portion of the Standard Medical Service Fees attributable to Commission Funds, if applicable, (hereinafter referred to as "Fees") payable by Customer under this Agreement will be adjusted through a credit to Customer's Service Fees in accordance with the arrangements set forth below unless otherwise noted.

Unless otherwise specified, these arrangements apply to pharmacy benefits and are effective for the period beginning 01/01/2027 and ending on 12/31/2029 (each twelve month period is a "Guarantee Period"). With respect to the aspects of United's performance addressed in this exhibit, these fee adjustments are Customer's exclusive financial remedies.

The arrangements will become effective upon the later of (1) the effective date of the Guarantee Period; or (2) the date the Agreement is signed by both parties. In the event these arrangements become effective later than the effective date of the Guarantee Period the arrangements will commence with the Agreement Period during which the Agreement is signed by both parties.

United shall not be required to meet any of the guarantees provided for in this Agreement or amendments thereto to the extent United's failure is due to Customer's actions or inactions or if United fails to meet these standards due to fire, embargo, strike, war, accident, pandemic, act of God, acts of terrorism or United's required compliance with any law, regulation, or governmental agency mandate or anything beyond United's reasonable control.

Prior to the end of the Guarantee Period, and provided that this Agreement remains in force, United may specify to Customer in writing new arrangements for the subsequent Guarantee Period. If United specifies new arrangements, United will also provide Customer with a new Exhibit that will replace this Exhibit for that subsequent Guarantee Period.

Pharmacy Financials				
Definition	Pharmacy rate guarantees.			
Measurement and Criteria		**01/01/2027**	**01/01/2028**	**01/01/2029**
	Combined Discount Guarantee - Broad Network			
	Retail Brand, Average Wholesale Price (AWP) less	19.00%	19.20%	19.30%
	Retail Generic, AWP less	87.20%	87.40%	87.60%
	Mail Order Brand, AWP less	22.00%	22.00%	22.00%
	Mail Order Generic, AWP less	93.20%	93.40%	93.60%
	The Guaranteed Discount amount will be determined by multiplying the AWP by the guaranteed discount off AWP by each component and adding the amounts together.			
	Dispensing Fees - Broad Network			
	Retail Brand	$0.51	$0.51	$0.51
	Retail Generic	$0.51	$0.51	$0.51
	Dispensing fee totals are calculated by multiplying the actual scripts for each type by the contracted rate for that script type.			
	Fixed Rebate Guarantee (Traditional PDL)			
	Basis, per script	Brand	Brand	Brand
	Retail - 30 and 90 Day	$294.34	$322.53	$362.90
	Mail Order	$962.83	$979.53	$991.68
	Specialty	$2,627.46	$2,677.46	$2,727.46
	Credits and Allowances			
	Administrative Fee Credit (PEPM)	$27.26	$27.26	$27.26
	Fees			
	Prior Authorizations (per review)	$50.00	$50.00	$50.00
	Direct Member Reimbursement (per paper claim)	$2.50	$2.50	$2.50
	Variable Copay program (monthly, per eligible member)	$0.45	$0.45	$0.45
Level	Customer Specific			
Period	Annually			
Payment Period	Annually			
Payment Amount – Discounts	The amount the actual discounts are less than the combined guaranteed Retail, Mail, and Specialty discount amount.			
Payment Amount – Dispensing Fees	The amount the combined actual dispensing fee exceeds the combined contracted dispensing fee.			
Payment Amount – Rebates	The amount the combined actual Rebate amount is less than the combined guaranteed Rebate amount.			
Conditions	**Discount & Dispense Fee Specific Conditions** • Discounts are based on actual Network Pharmacy brand and generic usage of retail and mail order drugs. The guaranteed discount amount will be determined by multiplying the AWP by the contracted discount rate off AWP by component. • Does not apply to items covered under the Plan for which no AWP measure exists.			

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• Discounts calculated based on AWP less the ingredient cost; discount percentages are the discounts divided by the AWP. Discounts for retail and mail order generic prescriptions represent the average AWP based on savings off Maximum Allowable Cost (MAC) pricing for MAC generics and percentage discount savings off AWP for non-MAC generics. All other discounts represent the percentage discount savings off of AWP.

• The following are excluded from the Discount Guarantee arrangement

- Compound Drug claims
- Retail out-of-network claims
- Mail Order scripts (for dispense fee arrangement)
- Indian Health Service claims
- Generic medications launched as an "at-risk" product
- Generic medications with pending litigation
- Usual & Customary (U&C) claims
- Vaccine claims
- Long Term Care (LTC) facility claims

• Specialty drugs dispensed outside United's specialty Pharmacy Network are included in the retail discount and dispense fee guarantees. Specialty drugs dispensed through United's specialty Pharmacy Network are excluded from the Retail and Mail guarantees and included in the Specialty discount guarantee.

The following are included in the Discount Guarantee arrangement

- Claims where the plan is the secondary payer (COB claims)
- Veterans Affairs (VA) facility claims
- Over the Counter (OTC) claims

• The Mail Order guarantee includes drugs dispensed for 46 days or greater; claims with less than 46 days supply are reconciled at retail.

• When a drug is identified as a brand name drug, it will be considered a brand name drug for the calculation of discount guarantees. When a drug is identified as a generic drug, it will be considered a generic drug for the calculation of discount guarantees.

Rebate Specific Conditions

• Assumes implementation of United's Traditional PDL

• Client directed deviations from the PDL and PDL exclusions or uptiers, or clinical programs may result in changes to pricing and guarantees, which will be factored in at the time of rebate payment and/or reconciliation.

• Calculation of the guaranteed rebate amount will exclude the following ineligible claim counts:

- claims where the plan is not the primary payer (e.g., coordination of benefits and subrogation claims)
- claims approved by formulary exception
- claims not covered by Customer's benefit design or PDL
- claims receiving 340B pricing
- long term care pharmacy claims
- federal government pharmacy claims
- claims for non-FDA approved products
- compound drug claims
- direct member reimbursement claims
- Over-the-counter and repackaged drug claims(insulins are not excluded)
- claims for Devices (Test Strips are not excluded).
- Vaccine claims

• Rebate guarantee payments or reconciliations may be adjusted in the event of a change impacting the level of Rebates due to the utilization of therapeutically equivalent, lower Rebate drugs (e.g. biosimilar, authorized brand alternative, lower cost non-Generic Drug alternative) or the reduction of Wholesale Acquisition Cost on a Brand Drug subject to Rebates. In the event a payment or reconciliation adjustment is required, such adjustment will be based on the difference between a) pharmaceutical manufacturer revenue prior to the introduction of the lower Rebate drugs and b) the actual pharmaceutical manufacturer revenue received after the introduction of the lower Rebate drugs. Such adjustment does not apply to Generic Drugs that launch after the Brand Drug no longer has patent protection.

• Rebate guarantees account for the 2024 & 2025 projected financial impact associated with the elimination of the Average Manufacturer's Price (AMP) Cap provisions in the following classes of Prescription Drugs: Insulin products and Respiratory Medications. United reserves the right to modify guarantees if there are any additional AMP Cap specific changes to Rebates received from pharmaceutical manufacturers.

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• Rebate guarantees do not account for the 2026 financial impact associated with either the Inflation Reduction Act's AMP Cap or Medicare Drug Price Negotiation provisions (the "Maximum Fair Price Provision" or "MFP Provision"). United reserves the right to make equitable adjustments to Rebate guarantees based on changes to Rebates received from pharmaceutical manufacturers.

• The Rebate Guarantees assume Customer does not allow coverage of GLP-1 Drugs for Weight Loss.

United reserves the right to modify or eliminate this arrangement as follows based upon changes in Rebates:

• if changes made to United's PDL, for the purpose of achieving a lower net drug cost for Customer and United's other ASO customers, result in significant reductions to the Rebate level

• in the event that there are material deviations to the anticipated timing of drugs that will come off patent and no longer generate Rebates

• if there is a change impacting the availability or amount of Rebates offered by drug manufacturer(s), including changes related to the elimination or material modification of a drug manufacturer(s) historic models or practices related to the provision of Rebates

• if Customer makes changes to the Plan design that impact Rebates (e.g., adds or removes coverage for GLP-1 weight loss drugs).

• If the average Specialty days' supply is reduced by more than 10% from the assumed average of 29

• United will pay Fixed Rebates quarterly consistent with the Agreement. To the extent Rebates paid to United exceed the Fixed Rebate amount, United will retain the excess, including any applicable interest.

• The Parties acknowledge and agree that United has priced the pharmacy benefit services under this Agreement in reliance on Customer's commitment to receive such services from United for the entire Pharmacy Pricing Term. In the event that Customer terminates pharmacy benefit services under this Agreement prior to the end of the Pharmacy Pricing Term, the following will apply:

- United will retain 100% of all pending and future Rebates payable under the Agreement as of the effective date of the termination of pharmacy benefit services.

Credits and Allowances

• Administrative Fee Credit: In addition to the guaranteed Rebates, Customer will receive an administrative fee credit. Under this arrangement, Rebates retained by United are used to lower the medical administration fee.

General Conditions

• All pricing guarantees shall remain in effect for the entire contract period of 01/01/2027 through 12/31/2029 ("Pharmacy Pricing Term"). Each twelve month period is a Guarantee Period.

• Specialty drugs typically covered under the medical benefit (administered / handled by a provider, administered in a physician's office, ambulatory or home infusion), and/or transitioned to the pharmacy benefit, are excluded from all guarantees.

• Drugs, products, supplies approved, covered and/or prescribed for the diagnosis, treatment or prevention of COVID-19 are excluded from all guarantees.

• On mail order drugs, specialty drugs, and retail pharmacy drugs and services including dispensing fees, United will retain the difference between what United reimburses the Network Pharmacy and Customer's payment for a prescription drug product or service.

• Pricing and guarantees assume enrollment of 1,306 Employees and 2,221 Participants; pricing and guarantees may be revised or withdrawn if actual enrollment varies by 10% or more from assumptions.

• The lesser of three logic (non-ZBL) will apply to Participant payments. Participants pay the lesser of the discounted price, the usual and customary charge or the cost share amount.

• All pricing guarantees require the selection of United's PBM as exclusive provider of pharmacy benefit services, including but not limited to retail, mail order, and specialty networks.

• If Customer solicits bids via an RFP or market check within the Pharmacy Pricing Term, United reserves the right to revoke, revise or re-price the remaining years of the Pharmacy Pricing Term. If United opts to revise or re-price the Agreement and Customer does not agree to the proposed changes and instead chooses to terminate the Agreement, any applicable early termination provisions still apply.

• United will have no financial guarantee obligation under the Agreement for any partial Guarantee Period if Customer terminates with an effective date prior to the end of the Pharmacy Pricing Term.

• In the event any of the terms herein is inconsistent with the requirements of any federal, state or other applicable law or regulation, then the inconsistent term(s) will be null and void and United will have the right to revise, reprice or revoke this arrangement.

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• United reserves the right to revise or revoke this arrangement if: a) changes in federal, state or other applicable law or regulation require modifications; b) there are material changes to the AWP as published by the pricing agency that establishes the AWP as used in these arrangements; c) Customer makes benefit changes that impact the arrangements; d) there is a material industry change in pricing methodologies resulting in a new source or benchmark; e) it is not accepted within ninety (90) days of the issuance of our quote; f) if Customer changes their mail service benefit; g) Customer utilizes a vendor, that facilitates steering members off benefit or to different drugs or pharmacies to the extent these services impact the financial guarantees under this Agreement.

Brand / Generic Reconciliation Definition

• **Brand Drug**: An FDA approved drug, or a drug that is designated by FDA a DESI (Drug Efficacy Study Implementation) drug, or product, which is manufactured and distributed by an innovator drug company, or its licensee , set forth in Medi-Span's National Drug Data File as a brand drug identified by all of the products meeting at least one of the following criteria:
- Medi-Span Multi-Source Code ("MSC") is equal to M, O, or N.

• **Generic Drug**: An FDA approved drug, or a drug that is designated by FDA a DESI (Drug Efficacy Study Implementation) drug, or product, that is therapeutically equivalent to other pharmaceutically equivalent products, as set forth in Medi-Span's National Drug Data File as a generic drug identified by all products meeting at least one of the following criteria:
- Medi-Span Multi-Source Code ("MSC") is equal to Y.

TRRX (05/2026)

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Benefits Proposal for City of Jackson, MS

Issued on: August 25, 2026



United Healthcare

UnitedHealthcare

Company Overview for City of Jackson, MS

Effective Date: 01/01/2027

Why Choose UnitedHealthcare?

Cost Savings

Get administrative credits when purchasing more than one plan from UnitedHealthcare. The more you bundle, the more you save.

Convenience

The advantages available when purchasing multiple products include:
- One account management team
- Simplified eligibility and enrollment process
- Consolidated billing
- One dedicated customer service line and member website

Better Health

To help your employees make better health care decisions, all members receive actionable health and wellness education. When you purchase medical and specialty products together, we leverage employee claims data to provide personalized recommendations. We call that approach Bridge2Health.
- For individuals with specific chronic illnesses, our targeted outreach encourages them to receive care that can improve their health and reduce costs.
- For members who file disability claims, case managers help manage their recovery so they can return to health and return to work.

Bridge2Health is available to groups with medical coverage (except UMR clients) and one or more specialty products. Ask your consultant or UnitedHealthcare representative for participation requirements.

Where else can you find as much value from one organization? Now is the time to discover the strength of our UnitedHealthcare Specialty Benefits product portfolio.

About UnitedHealth Group®

UnitedHealth Group is a diversified health and well-being company dedicated to helping the health care system work better. UnitedHealth Group's mission is to help people live healthier lives by:
- Seeking to enhance the performance of the health system and improve the overall health and well-being of the people the company serves and their communities;
- Working with health care professionals and other key partners to expand access to quality health care so people get the care they need at an affordable price; and
- Supporting the physician/patient relationship and empowering people with the information, guidance and tools they need to make personal health choices and decisions.

UnitedHealthcare

Proposed Vision Rates for City of Jackson, MS

Effective Date: 01/01/2027

Vision Services	V1652			
Legal Entity	UnitedHealthcare Insurance Company			
	Primary Plan			
	In Network	Out of Network		
Plan Options				
Contribution	Voluntary			
Product Type	Exam with Materials			
Network Type	Standard Network			
Exam(s) Co-pay	$10	Not Applicable		
Material Co-pay (Frames/Spectacle Lenses or Contact Lenses)	$25	Not Applicable		
Service Frequency				
Exams/ Lenses/ Frames/Contacts	12/12/24/12			
Eye Examination				
Exam(s) (Includes additional eye exam for ages 0-18 and pregnant or breastfeeding women)	100%	Up to $40		
Lenses				
Single Vision	100%	Up to $40		
Lined Bifocal	100%	Up to $60		
Lined Trifocal	100%	Up to $80		
Lenticular	100%	Up to $80		
Frames				
Retail Frame Allowance	Up to $120	Up to $45		
Discount on Frame Overage at participating providers	30%	Not Applicable		
Elective Contact Lenses				
Covered Formulary Contacts	Up to 4 boxes	Up to $120		
Non-Formulary Contacts	Up to $120	Up to $120		
Necessary Contact Lenses	100%	Up to $210		
Lens Options				
Covered-in-full Lens Options	Polycarbonate Lenses for Children up to Age: 19 Standard Scratch Coating	Not Applicable		
Other Lens Options	Pricing for lens options may range from 20-60% off retail pricing at participating providers (except where not permitted by state law).			
Value Services				
Laser Vision Discount	UnitedHealthcare is proud to add value to your vision care program by offering access to discounted laser vision correction procedures through QualSight LASIK, the largest LASIK manager in the United States. Member savings represent up to 35% off the national average price of LASIK. Discounts are also provided on newer technologies such as Custom Bladeless (all laser) LASIK. Visit myuhcvision.com for more information.			
Blue Light Protection Discount	UnitedHealthcare Vision has collaborated with industry partners to provide members with discounts off the retail price on blue-light screen filters for their devices. Members can learn more and access discount information by visiting their plan website.			
Children's and Maternity Eye Care Replacement Eyeglasses				
Additional eyeglass frame/lenses due to prescription change (ages 0-18 and pregnant or breastfeeding women).	Members ages 0-18 and members pregnant or breastfeeding who have a prescription change of 0.5 diopter or more are eligible for a replacement frame and lenses. The replacement benefits are the same as the benefits for the initial frame and lenses. Not applicable for Exam Core or Exam with Discounted Material Plans.			
Assumed Enrollment and Rates				
Employee	237	$4.70		
Employee + One	70	$9.53		
Employee + Family	58	$15.30		
	365			
Monthly Premium	$2,665.34			
Annual Premium	$31,984.08			
Participation Requirements	No Participation Requirement			
Dependent Children Coverage	To Age 26			
Contract Basis	Fully Insured			
Benefit Period Basis	Date of Service			
Exclusions and Limitations	Standard			
Broker Commissions	0%			
Rate Guarantee	36 Months			

UnitedHealthcare

Proposed Vision Rates for City of Jackson, MS

Effective Date: 01/01/2027

Lens Options

The list below outlines the out of pocket charge a member may pay for particular lens options in-network, which reflect amounts of 20% to 60% of retail charges. In some cases members may pay less! Based on state guidelines, lens materials and options may not be available at these prices at all provider locations.

Type	V1652			
Scratch Warranty	$10			
Tint	$14			
UV Coating	$16			
Photochromic for Adults	$67			
Photochromic for Children	$67			
Tier 1 Anti-Reflective	$30			
Tier 2 Anti-Reflective	$50			
Tier 3 Anti-Reflective	$75			
Tier 4 Anti-Reflective	$95			
Roll and Polish Edges	$13			
Tier 1 Progressive	$55			
Tier 2 Progressive	$100			
Tier 3 Progressive	$150			
Tier 4 Progressive	$200			
Tier 5 Progressive	$250			
High Index < 1.66	$53			
High Index 1.66 - 1.73	$63			
Polycarbonate for Adults	$33			
Polycarbonate for Children	$0			
Standard Scratch Coating	$0			

Prices reflected are subject to change.

UnitedHealthcare

Assumptions for City of Jackson, MS

Effective Date: 01/01/2027

General Assumptions

- We reserve the right to change rates and/or plan provisions if the number of lives or volume of insurance change by more than 10% before, on, or after the effective date listed above or if factors used to generate this quote such as group demographics or effective date are changed, found to be incomplete or incorrect.

- Rates assume no changes in legislation or regulation that affects the benefits payable, eligibility or contract.

- Rates assume standard administrative services including Claims & Data processing, Enrollment & Billing, Customer Service, Case Management, Provider Relations, and Reporting

- Assumed contract situs is Mississippi.

- Employees must be U.S. citizens or residents regularly working and living in the U.S. Coverage for U.S. citizens working outside of the U.S. must be approved in writing by us. Approval depends on locale and length of assignment.

- Employer's assumed primary business is classified as 9111 SIC Code.

- Rates may increase on renewal in accordance with the terms of the policy.

Vision Assumptions

Rates are valid for 90 days from 08/25/2026 or 01/01/2027, whichever is sooner.

This premium may include state and federal taxes and fees.

Quote assumes a complete product replacement.

Rates listed above are not included in quoted Medical rates (if applicable).

Rates listed above assume plan designs quoted. Rates may change, if plan design changes.

Please note that the summary of benefits in this document provides a brief description of coverage. State mandates may preclude certain benefit plan design features. This is not a policy, certificate of insurance or coverage document. For complete details on coverage, exclusions, limitations and the terms under which coverage may continue, please contact your sales representative.

UnitedHealthcare

Disclaimers for City of Jackson, MS

Effective Date: 01/01/2027

This proposal is valid for 90 days from the issued date, unless otherwise noted within this document.
Brokers and agents may receive commissions, bonuses and other compensation for selling the products presented in this proposal. The cost of this compensation may be directly or indirectly reflected in the premium or fees for those products. Contact your broker and/or agent if you have questions regarding their compensation relating to products in this proposal.

This proposal is subject to negotiation and execution of a written agreement, which will supersede the proposal contents. This proposal does not constitute an agreement, and is based on assumptions made from the written information in our possession and provided by you. We retain the right to modify our proposal if the information upon which this proposal is based is changed or is supplemented.

We consider much of the information contained in the proposal to be proprietary or otherwise confidential, and are releasing this proposal to you on the understanding that you and your representatives will only use it, and any data included in the proposal, for the specific purpose of evaluating its content. If this is not consistent with your understanding, please notify us before reviewing the proposal.

In addition, by accepting and reviewing the contents of this proposal, you and your agents or other designees agree, to the extent permitted by law, that certain information contained herein, or other information provided to you in connection with this proposal response or associated request for proposal (RFP), is proprietary and/or confidential to UnitedHealthcare and its related entities, and may not be copied, used, distributed or disclosed without prior written consent from an authorized representative of UnitedHealthcare, other than is necessary to evaluate this proposal.

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Benefits Proposal for City of Jackson, MS

Issued on: August 25, 2026



United Healthcare

UnitedHealthcare

Company Overview for City of Jackson, MS

Effective Date: 01/01/2027

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The advantages available when purchasing multiple products include:

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- Simplified eligibility and enrollment process
- Consolidated billing
- One dedicated customer service line and member website

Better Health

To help your employees make better health care decisions, all members receive actionable health and wellness education. When you purchase medical and specialty products together, we leverage employee claims data to provide personalized recommendations. We call that approach Bridge2Health.

- For individuals with specific chronic illnesses, our targeted outreach encourages them to receive care that can improve their health and reduce costs.
- For members who file disability claims, case managers help manage their recovery so they can return to health and return to work.

Bridge2Health is available to groups with medical coverage (except UMR clients) and one or more specialty products. Ask your consultant or UnitedHealthcare representative for participation requirements.

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- Seeking to enhance the performance of the health system and improve the overall health and well-being of the people the company serves and their communities;
- Working with health care professionals and other key partners to expand access to quality health care so people get the care they need at an affordable price; and
- Supporting the physician/patient relationship and empowering people with the information, guidance and tools they need to make personal health choices and decisions.

UnitedHealthcare

Proposed Dental Rates for City of Jackson, MS

Effective Date: 01/01/2027

Dental Services	Passive PPO NEW_32500030 CS0		Passive PPO NEW_32500031 CS1	
Legal Entity	UnitedHealthcare Insurance Company		UnitedHealthcare Insurance Company	
	Primary Plan High		Primary Plan Low	
	In Network	Out of Network	In Network	Out of Network
Diagnostic Service				
Periodic Oral Evaluation	100%	100%	100%	100%
Radiographs	100%	100%	100%	100%
Lab and Other Diagnostic Tests	100%	100%	100%	100%
Preventive Services				
Dental Prophylaxis (Cleaning)	100%	100%	100%	100%
Fluoride Treatment	100%	100%	100%	100%
Sealants	100%	100%	100%	100%
Space Maintainers	100%	100%	100%	100%
Basic Services				
Restorations (Amalgams or Composite)*	80%	80%	80%	80%
Posterior Composites	Included	Included	Included	Included
Emergency Treatment/General Services	80%	80%	80%	80%
Simple Extractions	80%	80%	50%	50%
Oral Surgery (incl. surgical extractions)	80%	80%	In Major	In Major
Periodontics	80%	80%	In Major	In Major
Endodontics	80%	80%	In Major	In Major
Major Services				
Oral Surgery (incl. surgical extractions)	In Basic	In Basic	25%	25%
Periodontics	In Basic	In Basic	25%	25%
Endodontics	In Basic	In Basic	25%	25%
Inlays/Onlays/Crowns	80%	80%	25%	25%
Dentures and Removable Prosthetics	80%	80%	25%	25%
Fixed Partial Dentures (Bridges)	80%	80%	25%	25%
Implants	80%	80%	25%	25%
Orthodontic Services				
Orthodontia	50%	50%	Not Covered	Not Covered
Orthodontia Eligibility	Child Only (Up to Age 19)		Not Covered	
Deductible (Individual/Family)	$50/$150	$50/$150	$50/$150	$50/$150
Deductible applies to Prev. & Diag.	No	No	No	No
Annual Max	$1,500	$1,500	$1,000	$1,000
Lifetime Ortho Max	$1,000	$1,000	Not Covered	Not Covered
Waiting Period	None		None	
Out of Network Basis	UCR 90th		UCR 90th	
PPO Network	Options PPO 30		Options PPO 30	
CMM–Annual Roll-Over	No		No	
FlexAppeal PMM	Yes		No	
Assumed Enrollment and Rates				
Employee	763	$27.42	28	$19.31
Employee + One	223	$59.87	10	$42.09
Employee + Family	188	$85.83	4	$60.31
	1174		42	
Monthly Premium	$50,408.51		$1,202.82	
Annual Premium	$604,902.12		$14,433.84	
Employer Contribution	Voluntary		Voluntary	
Participation Requirements	Minimum of 3 ees		Minimum of 2 ees	
Dependent Children Coverage	To Age 26		To Age 26	
Contract Basis	Fully Insured		Fully Insured	
Benefit Period Basis	Calendar Year		Calendar Year	
Exclusions and Limitations	Standard		Standard	
Broker Commissions	0%		0%	
Rate Guarantee	24 Months		24 Months	
Third Year Rate Cap	7.50%		7.50%	

UnitedHealthcare

Assumptions for City of Jackson, MS

Effective Date: 01/01/2027

General Assumptions

- We reserve the right to change rates and/or plan provisions if the number of lives or volume of insurance change by more than 10% before, on, or after the effective date listed above or if factors used to generate this quote such as group demographics or effective date are changed, found to be incomplete or incorrect.

- Rates assume no changes in legislation or regulation that affects the benefits payable, eligibility or contract.

- Rates assume standard administrative services including Claims & Data processing, Enrollment & Billing, Customer Service, Case Management, Provider Relations, and Reporting.

- Assumed contract situs is Mississippi.

- Employees must be U.S. citizens or residents regularly working and living in the U.S. Coverage for U.S. citizens working outside of the U.S. must be approved in writing by us. Approval depends on locale and length of assignment.

- Employer's assumed primary business is classified as 9111.

- Rates may increase on renewal in accordance with the terms of the policy.

Dental Assumptions

Rates are valid for 90 days from 08/25/2026 or 01/01/2027, whichever is sooner.

This premium may include state and federal taxes and fees.

Quote assumes a complete product replacement.

Rates listed above assume the plan designs quoted. Rates may change, if plan design changes.

Our contract covers only those procedures performed in the United States.

Please contact your sales representative for more details on the network quoted in your proposal.

The In- and Out-of-Network Plan Deductibles, Maximums and Lifetime Ortho Maximums are combined.

* Please contact your sales representative to confirm specific plan Restorations (Amalgams or Composite) coverage.

Quote is based on total group Average Contract Size (ACS) of 1.65

United Healthcare reserves the right to adjust the above rates should enrollment or ACS fluctuate by +/- 10%.

Proposal assumes a third year rate cap of 7.50%.

Digital ID cards will be available on-line, upon initial enrollment, for employees enrolled in PPO, INO and Indemnity plans. Plastic ID cards will be issued, upon initial enrollment, for employees enrolled in Direct Compensation, Select Managed Care and DHMO plans.

Please note that the summary of benefits in this document provides a brief description of coverage. State mandates may preclude certain benefit plan design features. This is not a policy, certificate of insurance or coverage document. For complete details on coverage, exclusions, limitations and the terms under which coverage may continue, please contact your sales representative.

UnitedHealthcare

Disclaimers for City of Jackson, MS

Effective Date: 01/01/2027

This proposal is valid for 90 days from the issued date, unless otherwise noted within this document.
Brokers and agents may receive commissions, bonuses and other compensation for selling the products presented in this proposal. The cost of this compensation may be directly or indirectly reflected in the premium or fees for those products. Contact your broker and/or agent if you have questions regarding their compensation relating to products in this proposal.

This proposal is subject to negotiation and execution of a written agreement, which will supersede the proposal contents. This proposal does not constitute an agreement, and is based on assumptions made from the written information in our possession and provided by you. We retain the right to modify our proposal if the information upon which this proposal is based is changed or is supplemented.

We consider much of the information contained in the proposal to be proprietary or otherwise confidential, and are releasing this proposal to you on the understanding that you and your representatives will only use it, and any data included in the proposal, for the specific purpose of evaluating its content. If this is not consistent with your understanding, please notify us before reviewing the proposal.

In addition, by accepting and reviewing the contents of this proposal, you and your agents or other designees agree, to the extent permitted by law, that certain information contained herein, or other information provided to you in connection with this proposal response or associated request for proposal (RFP), is proprietary and/or confidential to UnitedHealthcare and its related entities, and may not be copied, used, distributed or disclosed without prior written consent from an authorized representative of UnitedHealthcare, other than is necessary to evaluate this proposal.

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RFP EVALUATION REPORT & RECOMMENDATIONS

Third-Party Administrator (TPA) Selection for Medical, Dental, and Vision Benefit Plans

PREPARED FOR:
The Honorable Mayor & Members of the City Council
City of Jackson, Mississippi

PREPARED BY:
City of Jackson Insurance Advisory Board Committee

DATE OF ISSUANCE: September 30, 2026

RFP EVALUATION SUMMARY

City of Jackson Insurance Advisory Board Committee Report

Insurance Advisory Board Recommendation: Based on an exhaustive review of the proposals submitted to serve as the City's Third Party Administrator, the Insurance Advisory Board has determined that the United Healthcare (UHC) proposal represents the optimal choice for the City of Jackson.

OVERALL EVALUATION SCORES

Medical

Evaluation Criteria	Max Points	United Healthcare (Incumbent)	Cigna
Price / Total Projected Cost	45	44	35
Network Access and Provider Disruption	25	24	21
Plan Design and Member Impact	15	15	10
Administration, Service, and Implementation	10	10	5
Compliance, Financial Strength, & Experience	5	5	4
TOTAL SCORING SUMMARY	**100**	**98**	**75**

Dental

Evaluation Criteria	Max Points	UHC	Delta Dental	Cigna	Higginbotham	Avesis
Price / Total Projected Plan Cost	40	39	38	37	35	33
Network & Access	40	39	39	35	35	35
Plan Design and Member Impact	20	19	20	19	15	15

TOTAL SCORING SUMMARY	**100**	97	97	91	85	83

Vision

Evaluation Criteria	Max Points	UHC	Delta Dental	Cigna	Higginbotham	Avesis
Price / Total Projected Plan Cost	40	39	37	33	30	32
Network & Access	40	40	39	37	37	37
Plan Design and Member Impact	20	20	19	18	18	18
TOTAL SCORING SUMMARY	**100**	99	95	88	85	87

JUSTIFICATION

Price / Total Projected Cost

- **United Healthcare Savings:** Ranked number one in projected cost. UHC offers an estimated annual fixed cost savings of $525,000 for 2027 compared to 2026.
- **United Healthcare Rate Guarantee:** Backed by a 3-year guarantee, securing a total $1.5 million cost savings for the City over the contract term.
- **Low Administrative Fees:** United Healthcare charges a lean fee of $4.73 per employee per month (PEPM). For 1,300 employees, this equals $6,149 monthly, totaling $221,000 over 36 months.
- **Cigna Fee Analysis:** While Cigna offered a first-year waiver of $300,000 and 15 months of credits over the 36-month period, mathematically they are more expensive. Their proposal includes an ongoing annual cost of $23,474, a 10% broker commission, and costs scheduled to reach 31,000 per person by Q2 2028.
- **Wellness Credit Enhancement:** UHC increased the City's wellness credit from $90,000 to $150,000. This gives the City the flexibility to either hire an in-house wellness professional or spend funds directly on promotions. Cigna only offered a temporary on-site representative.

Network Access and Provider Disruption

- **Zero Disruption:** UHC ranked first with no provider disruptions. They confirmed in writing that the network footprint will remain identical to the previous contract.

- **Strong In-Network Utilization:** Historical numbers show City employees currently use UHC in-network providers 99.7% of the time.
- **Competitor Inconsistencies:** Cigna claimed to have a larger network but provided inconsistent data. Cigna requested the City identify missing local providers to contract with them, which the Board flagged as a direct contradiction to Cigna's claim of having a superior network.

Plan Design and Member Impact

- **Benefit Continuity:** City employees experience no disruptions in care with United Healthcare. The plan maintains all current benefits, covered services, and existing pharmacy formularies.
- **Pharmacy Rebates:** UHC delivered a better pharmacy rebate structure, securing additional cost savings back to the City.
- **High Administrative Clarity:** The proposal scored exceptionally well for clear plan structural definitions and high communication quality.

Administration, Service, and Implementation

- **Operational Superiority:** UHC demonstrated a much quicker claims processing turnaround time than Cigna and a superior subrogation plan.
- **Lower Management Fees:** Administrative infrastructure costs remain significantly lower under UHC than under the competing proposal.
- **Support Resources:** The proposal guarantees robust open enrollment support and comprehensive member service infrastructure.

Compliance, Financial Strength, & Experience

- **Consistent Auditing Integration:** The City will continue to receive and utilize UHC's monthly Naviguard report as a vital administrative audit tool to verify, balance, and track out-of-network employee costs.
- **Overall Evaluation Verdict:** The Advisory Board thoroughly evaluated both providers across all criteria and did not identify any area where Cigna outperformed UHC. UHC represents the lowest-risk, highest-savings partner for the City.

SUMMARY RECOMMENDATION

The **Insurance Advisory Board Committee** strongly recommends **United Healthcare** as the optimal partner for the City of Jackson, as Cigna did not outperform UHC in any evaluated criteria. By delivering **$1.5 million in guaranteed fiscal savings** over three years, maintaining an efficient **$4.73 PEPM** administrative fee, and securing an outstanding **99.7% historical in-network utilization rate** with zero provider disruptions, UHC provides the highest financial return with the

lowest operational risk. Choosing United Healthcare ensures total continuity of member benefits and pharmacy formularies while maximizing the City's long-term administrative and fiscal efficiency.

Insurance Advisory Board Committee Highlights

1. Dental Plan Comparison

While the competitive bids scored similarly in core criteria, United Healthcare emerged with slightly better plan flexibility. Bundling health, dental, and vision through United Healthcare maximizes the reduction of the City's overall costs.

Evaluation Metric	United Healthcare (UHC) Score	Delta Dental Score
Pricing	**39**	38
Network & Access	**39**	**39**
Plan Options	**Slightly Better**	Standard

2. Vision Plan Flexibility

Employee Choice Retained: Choosing United Healthcare's vision plan does not eliminate existing coverage. The City will continue to allow employees to choose the Humana Vision Plan previously offered.

3. Transitioning to a Two-Tier Medical Plan

The committee recommends streamlining the City's current medical plan structure by eliminating the Silver and Bronze tiers, effectively moving from a 4-tier to a 2-tier system (Platinum and Gold).

Eliminating Silver and Bronze

	PLATINUM PLAN	GOLD PLAN	SILVER PLAN	BRONZE PLAN
Plan Name	Choice +	Choice +	Choice +	Choice +
	Network	Network	Network	Network
Office Copay (PCP/SPC)	Primary Care Provider $20 Specialist $30	Primary Care Provider $20 Specialist $30	Primary Care Provider $20 Specialist $30	Primary Care Provider $20 Specialist $30
Other (IP/UC/ER)	Inpatient, Urgent Care, Emergency room subject to deductible & coinsurance	Inpatient, Urgent Care, Emergency room subject to deductible & coinsurance	Inpatient, Urgent Care, Emergency room subject to deductible & coinsurance	Inpatient, Urgent Care, Emergency room subject to deductible & coinsurance
Deductible (Indiv/Fam)	$400/$1,200	$1,000/$2,000	$2,500/$5,000	$5,000/$10,000
Coinsurance	75%	75%	75%	75%
Out-of-Pocket (Indiv/Fam)	$5,000 per covered person	$5,000/$10,000	$5,000/$10,000	$9,100/$18,200
Pharmacy Plan	$50 Deductible $10/$25/$50 copays	$50 Deductible $10/$25/$50 copays	$50 Deductible $10/$25/$50 copays	$50 Deductible $10/$25/$50 copays
	Out of Network	Out of Network	Out of Network	Out of Network
Deductible (Indiv/Fam)	$400/$1,200	$10,000/$20,000	$10,000/$20,000	$10,000/$20,000
Coinsurance	65%	65%	65%	50%
Out-of-Pocket (Indiv/Fam)	$5,000 per covered person	$15,800/$31,600	$15,800/$31,600	$15,800/$31,600

NOTE:
*Additionally the City will pay the entire cost for $10,000 Life and accidental death and dismemberment (AD&D) for all employees who elect to take the City's Health Coverage.

- **Low Enrollment:** An average of only 5 employees chose the Silver and Bronze plans.
- **Pricing Gap:** The low participation does not justify keeping them when considering the narrow pricing difference between those lower levels and the next tier up (Gold).
- **Administrative Burden:** Implementing and maintaining four separate health plan levels generates unnecessary internal costs and high administrative workloads.
- **Market Alignment:** The shift brings the City of Jackson in line with the broader market; the majority of other government and private sector organizations only offer two medical options.

The transition from a four-tier to a two-tier medical plan structure is scheduled to become effective on **January 1, 2027**.

CITY OF JACKSON
INSURANCE ADVISORY BOARD COMMITTEE MEETING MINUTES

Date: September 29, 2026

Attendees

Toya Martin, HR Director
Angela Johnson, Benefits Administrator
Deberal Whitehead, Benefits
MacDarrel Poullard, Risk Management
Pieter Teeuwissen, CAO
Jill Caldwell, CFO
Monica Clay, Legal (Absent)
Drew Martin, Legal

1. Call to Order & Objective

The Insurance Advisory Board Committee called a special meeting dedicated to reviewing and evaluating the proposals submitted for the City of Jackson's (COJ) medical, dental, and vision plans. The primary objective was to review the RFP scores across key criteria and finalize a recommendation for the Third-Party Administrator. The meeting was called to order at 2:30 p.m.

Summary of Evaluation Criteria & Discussion

Following a comprehensive review of the scoring metrics set forth in the Request for Proposals, the Committee recorded the following assessments by criterion:

Criterion 1: Price / Total Projected Cost

- **Financial Impact:** UHC ranked first in projected cost, offering immediate savings over historical fixed expenditures. Follow-up details confirmed an estimated annual fixed-cost savings of $525,000 for Year 1 (2027) compared to 2026 expenditures.
- **Rate Guarantee:** UHC offers a 3-year rate guarantee on these costs, translating to an estimated $1.5 million in total cost savings for the City over the three-year contract period.

Criteria 2 & 3: Network Comparison & Provider Access

- **Cigna Network Claims:** Cigna claimed a larger provider network but failed to provide an explanation for its comparative metrics. Cigna proposed that the City report out-of-network providers so Cigna could contract with them, which the Committee noted contradicted Cigna's claim of already having a superior network.
- **UHC Network Performance:** UHC data demonstrated that City employees currently utilize in-network providers 99.7% of the time, confirming that the existing UHC network is more than sufficient to serve the COJ with zero provider disruption.
- **Auditing:** The City will continue to receive monthly Naviguard reports to track and audit the minimal percentage of employees who go outside the network.

Criterion 4: Financial Structure & Wellness Benefits (UHC vs. Cigna)

- **Cigna Financial Offer:** Cigna offered to waive $300,000 in the first year and provide an in-house wellness representative. However, the wellness credit was limited to 15 months out of a 36-month period. Cigna's proposal also included an ongoing annual cost of $23,474 and a 10% broker commission.

- **UHC Financial Value:** UHC offered a reduced administrative rate of $4.73 per employee per month (PEPM). For 1,300 employees, the total cost for UHC to manage the plan is $6,149 per month, totaling $221,000 over the entire 36-month life of the contract.
- **Comparison Analysis:** The fact that Cigna's first-year credit exceeded UHC's total 3-year contract cost indicates Cigna's baseline charges are significantly higher. Cigna's rates were scheduled to increase to $31,000 per person by the second quarter of 2028.
- **Wellness Funding Counter-Offer:** Instead of an onsite staff member, UHC increased its wellness credit from $90,000 to $150,000. This gives the City the flexibility to either hire its own wellness representative (e.g., a nurse) or allocate the funds directly toward wellness promotions.

Criterion 5: Network Access and Provider Disruption

- **Network Continuity:** UHC ranked first. The proposal detailed and confirmed that there will be no changes or disruptions to the existing network compared to what has been provided in the past.

Criterion 6: Plan Design and Member Impact

- **Plan Stability:** While there was some crossover in benefits with Cigna, UHC was selected as the stronger proposer. The City will maintain current benefits, covered services, and pharmacy formularies. UHC offered a better pharmacy rebate, resulting in additional cost savings with clear member communication and zero-member disruption.

Criterion 7: Administration, Service, and Implementation

- **Operations:** UHC demonstrated a significantly quicker claims processing turnaround time than Cigna, a superior subrogation plan, lower administrative costs, and robust open enrollment and member service support.

Criterion 8: Compliance, Financial Strength, & Experience

- **Evaluation:** Both carriers met similar standards regarding Mississippi Authorization, Financial Strength, Data Security, and Regulatory History. However, the Committee noted that UHC provided greater clarity and detail throughout its proposal, whereas Cigna relied on ambiguous responses. UHC scored highest in every evaluated category.

Committee Recommendations and Votes

TPA Recommendations

Following a comprehensive review of the proposals, the Committee determined that United Healthcare scored highest in every category, offered a superior 3-year rate guarantee, and presented the most transparent proposal.

> **Action:** Resolved, that the Insurance Advisory Board Committee unanimously recommends United Healthcare (UHC) as the Third-Party Administrator for the City of Jackson's medical, dental, and vision plans based on overall RFP scores and comprehensive cost reductions.
>
> **Vote:** Unanimously approved.

Medical Plan Restructuring Recommendation & Motion

The Committee reviewed the current four-tier medical plan structure (Platinum, Gold, Silver, and Bronze). Low enrollment (averaging 5 employees), high administrative effort, and comparing plan levels to other government or private sector organizations favored a consolidation of plans.

> **Action:** Resolved, that the Insurance Advisory Board Committee recommends eliminating the Silver and Bronze level medical plans, thereby reducing the COJ's medical plans from a four-plan to a two-plan structure (Platinum and Gold), effective January 1, 2027.
>
> **Vote:** Unanimously approved.

Dental & Vision Plans

The Committee evaluated options for vision and dental coverage. For vision, choosing UHC will not eliminate the existing employee choice for Humana. For dental, while scores were highly competitive (Pricing: UHC 39 vs. Delta Dental 38; Network: UHC 39 vs. Delta Dental 39), UHC provided better options and a combined cost reduction that exceeded the other proposals.

> **Action:** Resolved, that the Insurance Advisory Board Committee recommends bundling Health, Dental, and Vision through United Healthcare to maximize overall City cost reductions, while continuing to permit employees to choose the previously offered Humana Vision Plan.
>
> **Vote:** Unanimously approved.

Conclusion & Next Steps

The Insurance Advisory Board Committee concludes that United Healthcare submitted the most financially advantageous, transparent, and stable proposal. These finalized, unanimously approved motions and recommendations will be submitted to the Mayor and City Council for final approval.

Adjournment

There being no further business to come before the Committee, a motion was made, seconded, and unanimously carried to adjourn the meeting.

21

ORDER AUTHORIZING THE ADMENDMENT OF THE CITY OF JACKSON, MS MEDICAL BENEFIT PLAN FOR ACTIVE EMPLOYEES AND RETIREES TO TRANSITION FROM A FOUR PLAN STRUCTURE TO A STREAMLINED TWO PLAN STRUCTURE EFFECTIVE JANUARY 1, 2027.

WHEREAS, the City of Jackson currently offers four (4) medical benefit plan options (Platinum, Gold, Silver, and Bronze) for active employees and retirees; and

WHEREAS, following an exhaustive administrative review by the health insurance advisory committee, the Department of Human Resources has recommended streamlining the plan structure by eliminating the Silver and Bronze tiers, retaining only the Platinum and Gold plans, and updating the applicable rate schedules effective January 1, 2027; and

WHEREAS, the review revealed a critically low enrollment baseline within the lower plans, showing that only fourteen (14) individuals selected the Silver and six (6) selected the Bronze options; and

WHEREAS, the pricing premium gap between the two (2) lower plans and the next tier up (Gold Plan) is narrow and structurally fails to justify the operational resources required to maintain them; and

WHEREAS, managing four distinct healthcare infrastructure levels generates unnecessary administrative burdens, complicated premium calculations, and higher internal operating costs for the City; and

WHEREAS, transitioning to a streamlined two-plan system consisting exclusively of the Platinum Plan and the Gold Plan aligns the City of Jackson with prevailing marketplace standards, where the substantial majority of public sector and municipal entities limit medical offerings to two clear plans; and

WHEREAS, effective January 1, 2027, the City of Jackson medical benefit plans shall be streamlined from a four-plan framework to a two-plan framework by completely eliminating the Silver Plan and Bronze Plan options for all active employees and retirees; and

WHEREAS, effective January 1, 2027 employees and retiree medical benefit plan premium rate structure shall reflect the elimination of the lower-level plans, moving from the four-option structure to the approved two-option structure as detailed in the comprehensive rate schedule below:

MEDICAL BENEFIT PLAN – ACTIVE EMPLOYEES (PER PAY PERIOD)

Plan Tier & Status	Single	2-Party	Family
Platinum Plan (Retained)	$0.00	Bi-weekly: $59.08 Weekly: $29.54	Bi-weekly: $119.84 Weekly: $59.92
Gold Plan (Retained)	$0.00	Bi-weekly: $30.52 Weekly: $15.26	Bi-weekly: $92.42 Weekly: $46.21

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T.Martin, Horhn)

Silver Plan (Eliminated)	$0.00	Bi-weekly: $30.25 Weekly: $15.12	Bi-weekly: $91.57 Weekly: $45.78
Bronze Plan (Eliminated)	$0.00	Bi-weekly: $29.69 Weekly: $14.84	Bi-weekly: $89.89 Weekly: $44.94

MEDICAL BENEFIT PLAN – RETIRED EMPLOYEES (MONTHLY)

Plan Options	Single Rate	2 Party Rate	Family Rate
Platinum Plan (Retained)	$554.00	$1,054.00	$2,151.00
Gold Plan (Retained)	$457.13	$920.87	$1,861.20
Silver Plan (Eliminated)	$454.30	$915.17	$1,849.67
Bronze Plan (Eliminated)	$445.95	$898.36	$1,815.68

IT IS THEREFORE ORDERED that the Mayor, or his designee, is hereby authorized and directed to instruct the Department of Human Resources to take all necessary steps to implement and effectuate the streamlined two-plan medical benefit structure.

APPROVED FOR AGENDA:

Director of Human Resources _____ _____
EBO Officer _____ _____
Finance _____ _____
Budgeted: Yes_____ No_____
Account Number 057-558_____
Legal _____ _____
CAO _____ _____
Mayor's Office _____ _____

Item: _____
Agenda Date: _____

By: 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

10/Rec'd 10/26

OFFICE OF THE CITY ATTORNEY

This **ORDER AUTHORIZING THE ADEMENDMENT OF THE CITY OF JACKSON, MS MEDICAL BENEFIT PLAN FOR ACTIVE EMPLOYEES AND RETIREES TO REDUCE FROM A FOUR PLANS STRUCTURE TO A STREAMLINED TWO PLAN STRUCTURE EFFECTIVE JANUARY 1, 2027** is legally sufficient for placement in NOVUS Agenda.

Sondra Moncure

Sondra Moncure, *Special Assistant*

10/26/26

DATE

Monica Clay, *Sr. Deputy City Attorney*

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET November 3, 2026

	POINTS	COMMENTS
1.	**Brief Description/Purpose**	**ORDER AUTHORIZING THE ADMENDMENT OF THE CITY OF JACKSON, MS MEDICAL BENEFIT PLAN FOR ACTIVE EMPLOYEES AND RETIREES TO TRANSITION FROM A FOUR-PLAN STRUCTURE TO A STREAMLINED TWO-PLAN STRUCTURE EFFECTIVE JANUARY 1, 2027.**
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	Health Plan
3.	**Who will be affected**	City of Jackson employees and retirees
4.	**Benefits**	To service the City of Jackson employees and retirees
5.	**Schedule (beginning date)**	January 1, 2027 – December 31, 2027
6.	**Location:** § **WARD** § **CITYWIDE** (yes or no) (area) § **Project limits if applicable**	N/A
☐ ☐ 7.	**Action implemented by:** § **City Department** § **Consultant**	Department of Human Resources
8.	**COST**	
☐ ☐ ☐ ☐ 9.	**Source of Funding** § **General Fund** § **Grant** § **Bond** § **Other**	Insurance Fund
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 __

MEMORANDUM

TO: John Horhn, Mayor

FROM: Toya Martin, Director
Department of Human Resources

DATE: October 22, 2026

RE: **ORDER AUTHORIZING THE ADMENDMENT OF THE CITY OF JACKSON, MS MEDICAL BENEFIT PLAN FOR ACTIVE EMPLOYEES AND RETIREES TO TRANSITION FROM A FOUR-PLAN STRUCTURE TO A STREAMLINED TWO-PLAN STRUCTURE EFFECTIVE JANUARY 1, 2027.**

Attached is the order for the removal of the bronze and silver tier plans.

/tm

City of Jackson Medical Benefit Plan
Health Flexible Spending Account
2026 Benefit Year

City of Jackson
Department of Human Resources
Insurance Section
P.O. Box 17
Jackson, MS 39205-0017
Phone: (601) 960-1051 or (601) 960-2288

Employee & Retiree Cost Sharing & Annual Open Enrollment — October 15, 2025

2026 MEDICAL INSURANCE RATES

MEDICAL BENEFIT PLANS - EMPLOYEE (NO RATE CHANGES)

	EMPLOYEE CONTRIBUTIONS				
Plan Options	Single	2-Party		Family	
		Bi-Weekly	Weekly	Bi-Weekly	Weekly
Platinum	$0.00	$59.08	$29.54	$119.84	$59.92
Gold	$0.00	$30.52	$15.26	$92.42	$46.21
Silver	$0.00	$30.25	$15.12	$91.57	$45.78
Bronze	$0.00	$29.69	$14.84	$89.89	$44.94

MEDICAL BENEFIT PLANS – RETIREE (NO RATE CHANGES)

Plan Options	Single	2-Party	Family
Platinum**	$ 554.00	$ 1,054.00	$2,151.00
Gold	$457.13	$920.87	$1,861.20
Silver	$454.30	$915.17	$1,849.67
Bronze	$445.95	$898.36	$1,815.68

MEDICAL BENEFIT PLANS – COBRA (NO RATE CHANGES)

Contribution	Single	2-Party	Family
Monthly	$ 565.00	$1,075.00	$2,194.00

COBRA continuation of coverage is available when your coverage would otherwise terminate. You may also purchase coverage on the Health Insurance Marketplace.

NOTE: The City of Jackson has an automatic rollover insurance election policy. If you do not make changes during open enrollment, your current elections will automatically rollover to the upcoming calendar/plan year.

OPEN ENROLLMENT
DECEMBER 1st – DECEMBER 5TH

During Annual Open Enrollment Period, benefits-eligible employees can enroll in, change, or cancel existing medical, dental, and supplemental insurance plans without a qualifying event. This annual window allows individuals to review their healthcare needs and select benefits that best fit their current situation or better plan for upcoming medical events.

MEMBER RESPONSIBILITY FOR A CHANGE-IN-STATUS

It is **required** (and your responsibility) that you notify the City of Jackson's Department of Human Resources – Insurance Section if you have certain change in-status events outside of the open enrollment period including:

- ▲Marriage
- ▲Divorce
- ▲Child reaching age 26
- ▲Birth of a newborn
- ▲Adoption
- ▲Legal guardianship

Failure to provide notice within 30 days of the change will result in the employee becoming liable for claims paid by the Medical Benefit Plan on behalf of an individual who is no longer an eligible dependent.

DIVORCE

After a divorce is final, an ex-spouse cannot remain on the employee's health insurance plan, as they are no longer considered an eligible dependent. Failure by the employee to remove an ex-spouse from coverage will result in the employee being liable for any benefits paid on behalf of the non-eligible individual. An ex-spouse may qualify for COBRA, which allows for continue coverage after a divorce for a limited time.

FLEXIBLE SPENDING ACCOUNT

employees can enroll in or make changes to their existing Flexilble Spending Account (FSA). The FSA allow you to set aside pre-taxed funds for medical and/or dependent care expenses. A medical FSA is used for qualifed expenses such as prescription drugs, insurance copayments and deductibles. A dependent care FSA helps save money on eligible dependent care services, such as childcare (up to age 13) or adult daycare, before- or after-school programs, and summer day camp.

ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AMENDMENT TO THE CURRENT AGREEMENT WITH UNITED HEALTHCARE SERVICES, INC., WHO SERVES AS THETHIRD PARTY ADMINISTRATOR FOR THE CITY OF JACKSON'S SELF-FUNDED EMPLOYEE AND RETIREE MEDICAL BENEFITS PLAN COVERING THE PLAN YEARS JANUARY 1, 2023 TO DECEMBER 31, 2023 AND JANUARY 1, 2024 TO DECEMBER 31, 2024

WHEREAS, Section 25-15-101 of the Mississippi Code provides that the governing board of a municipality may negotiate and secure for all or specified groups of employees and their dependents a policy or policies of group insurance covering health and group contract or contracts covering hospital and/or medical services or benefits of its employees and their dependents as may desire such insurance and other coverage;

WHEREAS, Section 25-15-101 of the Mississippi Code authorizes the governing board of a municipality to become a *self-insurer* with respect to all or any portion of group health and hospitalization benefits on terms and conditions deemed advisable, in its discretion; and

WHEREAS, Section 25-15-101 of the Mississippi Code requires that a self-insurance program be contracted to a third party approved by the Commissioner of Insurance; and

WHEREAS, pursuant to Section 25-15-101 of the Mississippi Code, the City of Jackson elected to become a self-insurer with respect to a portion of group health and hospitalization benefits with excess risk coverage being covered by a policy; and

WHEREAS, pursuant to Section 25-15-101 of the Mississippi Code, the City of Jackson entered into a contract on January 1, 2022 with United Healthcare to serve as its third party administrator; and

WHEREAS, the terms of the City's contract with United Healthcare authorize it to serve as the City's third-party administrator for the plan years January 1, 2023 through December 31, 2023 and January 21 through December 31, 2024;

WHEREAS, the Chief Financial Officer for the City of Jackson asked the Department of Human Resources to obtain from United Healthcare Services additional insurance coverage options for employees, employee dependents, and retirees participating in the group health plan of the City; and

WHEREAS, United Healthcare Services furnished the following coverage options for employees:

WHEREAS, the Current Platinum Plan provides the following benefits and coverage options:

- Annual Deductible $400 for the individual and $1200 for family
- The coinsurance is 75%/25%
- Preventive care is covered at 100%.
- The office visit copay-PCP is $20
- The office visit copay at a specialist is $30
- Telemedicine visits has a $10 copay
- The out-of-pocket maximum is $5000 annually Per covered person

WHEREAS, the (Platinum) plan has a prescription drug coverage as follows:

Tier I-Generic	$10.00
Tier II-Preferred Brand	$25.00
Tier III-Non-Preferred Brand	$50.00

WHEREAS, the (Platinum) Plan monthly rates for active employees will be as follows:

Employee Only	$436.45
Employee Plus 1	$872.91
Employee Plus Family	$1,780.73

WHEREAS, the (Platinum) Plan monthly rates for retired employees will be as follows:

· Employee Only	$477.12
· Employee Plus 1	$954.24
· Employee Plus Family	$1,946.65

WHEREAS, the New (Gold) Plan provides the following benefits and coverage options:

- Annual Deductible $1000 for the individual and $2000 for family
- The coinsurance is 75%/25%
- Preventive care is covered at 100%.
- The office visit copay-PCP is $20
- The office visit copay at a specialist is $30

Telemedicine visits has a $10 copay

The out-of-pocket maximum is $5,000 individual and $10,000 family annually

WHEREAS, the (Gold) plan will have a prescription drug coverage as follows:

· Tier 1-Generic	$10.00
· Tier II-Preferred Brand	$25.00
· Tier III-Non-Preferred Brand	$50.00

WHEREAS, the (Gold) Plan monthly rates for active employees will be as follows:

· Employee Only	$434.62
· Employee Plus 1	$875.53
· Employee Plus Family	$1,769.56

WHEREAS, the (Gold) Plan monthly rates for retired employees will be as follows:

· Employee Only	$457.13
· Employee Plus 1	$920.87
· Employee Plus Family	$1,861.20

WHEREAS, the New (Silver) Plan provides the following benefits and coverage options:

- Annual Deductible $2500 for the individual and $5000 for family
- The coinsurance is 75%/25%

Preventive care is covered at 100%.
The office visit copay-PCP is $20
The office visit copay at a specialist is $30

- Telemedicine visits has a $10 copay
- The out-of-pocket maximum is $5,000 individual and $10,000 family annually

WHEREAS, the (Silver) plan will have a prescription drug coverage as follows:

- Tier I-Generic $10.00
- Tier II-Preferred Brand $25.00
- Tier III-Non-Preferred Brand $50.00

WHEREAS, the (Silver) Plan monthly rates for active employees will be as follows:

- Employee Only $430.65
- Employee Plus 1 $867.54
- Employee Plus Family $1,753.39

WHEREAS, the (Silver) Plan monthly rates for retired employees will be as follows:

- Employee Only $454.30
- Employee Plus 1 $915.17
- Employee Plus Family $1,849.67

WHEREAS, the New (Bronze) Plan has the following benefits and coverage options:

- Annual Deductible $5,000 for the individual and $10,000 for family
- The coinsurance is 75%/25%
- Preventive care is covered at 100%.
- The office visit copay-PCP is $20
- The office visit copay at a specialist is $30
- Telemedicine visits has a $10 copay
- The out-of-pocket maximum is $9,100 individual and $18,200 family annually

WHEREAS, the (Bronze) plan will have a prescription drug coverage as followed:

- Tier 1-Generic $10.00
- Tier II-Preferred Brand $25.00
- Tier III-Non-Preferred Brand $50.00

WHEREAS, the (Bronze) Plan monthly rates for active employees will be as followed:

- Employee Only $422.74
- Employee Plus 1 $851.59
- Employee Plus Family $1,721.17

WHEREAS, the (Bronze) Plan monthly rates for retired employees will be as followed:

- Employee Only $445.95

Employee Plus 1	$898.36
Employee Plus Family	$1,815.68

IT IS, THEREFORE, ORDERED that the Mayor be authorized to execute an amendment to its third party administration agreement with United Healthcare Services Inc. to add three additional health plan options for the City of Jackson's Self-Funded Employee/Retirees Medical Benefits Plan for the Plan Years January 1.2023 - December 31, 2023 and January 1. 2024 - December 31,2024.

IT IS HEREBY ORDERED that the cost of **employee only** coverage for active employees shall continue to be paid by the City of Jackson.

IT IS HEREBY ORDERED that the cost of **employee plus 1** shall be shared with the employee paying 15% and the employer contributing 85% in premium equivalency.

IT IS HEREBY ORDERED that the cost of **family** coverage shall be shared with the employee paying 15% and the employer contributing 85% in premium equivalency.

IT IS HEREBY ORDERED that retirees opting to participate in the plan shall pay 100% of the premium.

IT IS HEREBY ORDERED that the cost of the coverage may be deducted from the wages paid to the employee by the City of Jackson upon written consent of the employee.

IT IS FINALLY ORDERED that fees previously agreed to may be paid to United Healthcare for administering the Plan may be paid.

Council Member Hartley moved adoption; **Council Member Banks** 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 Special Council Meeting on October 25, 2022. However, upon the completion of the minutes, signed by the Mayor and attested by the City Clerk, a certified attested copy can be provided upon request.

FINANCIAL RENEWAL AND TERMS AMENDMENT

This Amendment ("Amendment") is made to the Administrative Services Agreement ("Agreement") by and between United HealthCare Services, Inc. ("United") and City of Jackson - MS ("Customer"), Contract No. 906648, and is effective on January 1, 2023 unless otherwise specified.

Any capitalized terms used in this Amendment have the meanings shown in the Agreement. These terms may or may not have been capitalized in prior contractual documents between the parties but will have the same meaning as if capitalized.

The agreements that are being amended include any and all amendments, if any, that are effective prior to the effective date of this Amendment.

Nothing shown in this Amendment alters, varies or affects any of the terms, provisions or conditions of the agreements other than as stated herein.

The parties, by signing below, agree to amend the agreements as contained herein.

City of Jackson - MS

By _____ CPM
Authorized Signature

Print Name Chokwe A Lumumba

Print Title Mayor

Date 11/23/2022

United HealthCare Services, Inc.

By Bambi Kenney
Authorized Signature

Print Name Bambi Kenney

Print Title Associate Contract Manager

Date 11/9/2022

Proprietary Information of UnitedHealth Group

22

ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH MISSISSIPPI HERITAGE TRUST AND THE GREATER BELHAVEN NEIGHBORHOOD FOUNDATION RELATED TO REVISION OF THE BELHAVEN HISTORIC DISTRICT DESIGN GUIDELINES

WHEREAS, the Mississippi Department of Archives and History awarded the City of Jackson a Certified Local Government Grant for federal fiscal year 2026 in an amount of up to $15,000.00 or fifty percent (50%) of eligible project costs related to revising the design guidelines in the Belhaven Historic District ("Project"); and

WHEREAS, the Department of Planning and Development recommends that the City of Jackson retain the services of Mississippi Heritage Trust, a non-profit organization with qualifications in history, architectural history, and historic preservation experience to perform services associated with the project; and

WHEREAS, Mississippi Heritage Trust submitted a budget for the Project totaling $16,500.00; and

WHEREAS, the Mississippi Department of Archives and History will reimburse the City of Jackson a sum of up to $8,250.00 of the eligible project costs; and

WHEREAS, the Greater Belhaven Neighborhood Foundation has agreed to donate to the City of Jackson the sum of $8,250.00 on condition that the funds be used in accordance with the Memorandum of Agreement executed between the City of Jackson and the Mississippi Department of Archives and History in July 2026; and

WHEREAS, the best interest of the City of Jackson would be served by authorizing the Mayor to execute an agreement between Mississippi Heritage Trust and the Greater Belhaven Foundation for performance of the work contemplated; and

WHEREAS, the terms of the agreement with Mississippi Heritage Trust and the Greater Belhaven Foundation are as follows:

1. **TERM OF AGREEMENT:** To begin November 3, 2026, and conclude on July 10, 2027, which is the deadline for submission of the final deliverable. The term of the agreement shall commence as set forth in Paragraph 6.
2. **MISISSIPPI HERITAGE TRUST SCOPE OF SERVICES:** Pursuant to Paragraph 5 of the Memorandum of Agreement with the Mississippi Department of Archives and History, the City has chosen Mississippi Heritage Trust as a private consultant with qualifications in history, architectural history, and historic preservation experience as a paid contractor to perform the services identified in **Exhibit A.** In addition to the services

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(Brown, Horhn)

identified in **Exhibit A,** the Contractor shall advise the Mississippi Department of Archives and History (MDAH) and the City of the progress of the project by telephone, email, or by letter at least once per month while the project is underway to ensure that the work is performed in accordance with the *Secretary of Interior's Standards and Guidelines for Archaeology and Historic Preservation.* The Contractor shall contact MDAH and the City immediately if any situation should arise which will affect the timely or successful completion of this project and/or the final submission of the completed design guidelines.

The selection of Mississippi Heritage Trust as the contractor complies with Section 5 of the Memorandum of the Agreement because the project does not exceed $100,000.00. In addition, the legislature for the State of Mississippi has not passed legislation describing the procurement requirements for personal and professional services by a municipality. Even though the State of Mississippi has not passed legislation governing procurement of personal and professional services by a municipality, the governing authorities for the City of Jackson have adopted policies for the procurement of personal and professional services and specified when competition is required and the terms and conditions for exceptions to conditions.

Pursuant to Section 3.4 of the City of Jackson's Personal and Professional Service procurement policy, an exception to competition was approved based upon the time constraints for performance. A copy of the approval is attached as **Exhibit B**.

3. **COMPENSATION TO BE PAID MISSISSIPPI HERITAGE TRUST:** The City of Jackson will pay Mississippi Heritage Trust a sum not to exceed $16,500.00 consistent with the project budget set forth in **Exhibit A.** The compensation shall be paid in accordance with the schedule and frequency set forth in Paragraph 8 below.

4. **MISSISSIPPI DEPARTMENT OF ARCHIVES AND HISTORY MANDATORY CONTRACTUAL PROVISION REGARDING TERMINATION:**

   a. *Termination for Convenience.* The City may when the interests of the City so require, terminate this contract in whole or in part for the convenience of the City and or MDAH. The City will give written notice of the termination to the Contractor specifying the part of the contract terminated and when the termination becomes effective.

      Contractor shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination Contractor will stop work to the extent specified. Contractor shall also terminate outstanding orders and subcontracts as they relate to the terminated work. Contractor shall settle the liabilities and subcontracts arising out of the termination of the subcontracts and orders connected with the

terminated work. The City may direct Contractor to assign Contractor's right, title, and interest under terminated orders or subcontracts to the City. Contractor must still complete the work not terminated by the *notice of termination* and may incur obligations as are necessary to do so.

b. *Termination for Default.* If Contractor refuses or fails to perform any of the provisions of this contract with such diligence as will ensure its completion within the time specified in this contract or any extension thereof, or otherwise fails to timely satisfy the contract provisions or commits any other substantial breach of this contract, the City may notify the Contractor in writing of the delay or nonperformance and if not cured in ten (10) days or any longer time specified in writing by the City, the Contractor's right to proceed with the contract or such part of the contract as to which there has been delay or failure to perform may be terminated. In the event of termination in whole or in part, the City may procure similar supplies or services in a manner and upon terms deemed appropriate by the City. Contractor shall continue performance of the contract to the extent it is not terminated and shall be liable for excess costs incurred in procuring similar goods or services.

Contractor's duties: Notwithstanding termination of the contract and subject to any directions from the City, Contractor shall take timely, reasonable, and necessary action to protect and preserve property in the possession of the Contractor in which the City has an interest.

Compensation: Payment for completed services delivered to and accepted by the City shall be at the contract price specified in the scope of work and budget. The City may withhold from amounts due Contractor such sums as the City deems necessary to protect it against loss because of outstanding liens, or claims of former lien holders and to reimburse the City for the excess costs incurred in procuring similar goods and services.

Excuse for Nonperformance or Delayed Performance. Except with respect to defaults of subcontractors, Contractor shall not be in default by reason of any failure in performance of this contract in accordance with its terms (including any failure by Contractor to make progress in the prosecution of the work hereunder which endangers Such performance) if Contractor has notified the City within 15 days after the cause of the delay and the failure arises out of causes such as: acts of God; acts of the public enemy; acts of the State and any other governmental entity in its sovereign or contractual capacity; fires; floods; epidemics; quarantine restrictions; strikes or other labor disputes; freight embargoes; or unusually severe weather. If the failure to perform is caused by the failure of a subcontractor to perform or to make progress, and if such failure arises out of causes similar to those set forth above, Contractor shall not be

deemed to be in default, unless the service to be furnished by the subcontractor were reasonably obtainable from other sources in sufficient time to permit Contractor to meet the contract requirements. Upon request of Contractor, the City shall ascertain the facts and extent of such failure, and if it is determined that any failure to perform was occasioned by any one or more of the excusable causes, and that but for the excusable cause, Contractor's progress and performance would have met the terms of the contract, the delivery schedule shall be revised accordingly, subject to the rights of the City to terminate under Paragraph 4 (a).

Erroneous termination for Default. If, after notice of termination of Contractor's right to proceed under the provisions of this clause, it is determined for any reason that the contract was not in default under the provisions this clause, or that the delay was excusable under the provisions of the paragraph on Excuse for Nonperformance or Delayed Performance, the rights and obligations of the parties shall be the same as if notice of termination had been issued pursuant to the provision allowing termination for convenience.

Additional Rights and Remedies. The rights and remedies provided in this paragraph on termination for default are in addition to any other rights and remedies provided by law or under this contract.

Termination Upon Bankruptcy. This contract may be terminated in whole or in part by the City upon written notice to Contractor, if Contractor should become the subject of bankruptcy or receivership proceedings, whether voluntary or involuntary, or upon the execution by Contractor of an assignment for the benefit of its creditors. In the event of such termination, Contractor shall be entitled to recover just and equitable compensation for satisfactory work performed under the contract, but in no case shall said compensation exceed the total contract price.

5. **STOP WORK ORDER:** The City may by written order to Contractor at any time, and without notice to any surety, require the Contractor to stop all or any part of the work called for by this contract. The order shall be for a specified period not exceeding 90 days after the order is delivered to the Contractor, 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, Contractor shall forthwith comply with its terms and take all reasonable steps to minimize the occurrence of costs allocable to the work covered by the order during the period of work stoppage. Before the work order expires, or within any further period to which the parties shall have agreed, the City shall either;

(a) cancel the stop work order; or

(b) terminate the work covered by such order as provided in the Termination for Default provisions of this agreement or the Termination for Convenience provisions of this contract.

Cancellation or Expiration of the Order. If a stop work order is canceled at any time during the period specified in the order, or if the period of the order or any extension thereof Expires, Contractor shall have the right to resume work. An appropriate adjustment shall be made in the delivery schedule or Contractor price, or both, and the contract shall be modified in writing accordingly, if:

(a) the stop work order results in an increase in the time required for, or in Contractor's cost properly allocable to, the performance of any part of this contract; and

(b) Contractor asserts a claim for such an adjustment within thirty (30) days after the end of the period of work stoppage; provided that, if the City decides that the facts justify such action, any such claim asserted may be received and acted upon at any time prior to final payment under this contract.

Termination of Stopped Work: If a stop work order is not canceled and the work covered by such order is terminated for default or convenience, the reasonable costs resulting from the stop work order shall be allowed by adjustment or otherwise.

Adjustments of Price: Any adjustment in contract price made pursuant to this clause shall be determined in accordance with the provisions of this agreement.

6. **SUBMISSION OF FINAL DELIVERABLE:** Mississippi Heritage Trust agrees that time is of the essence in the completion of the project. Therefore, the proposed schedule identified in **Exhibit A** shall not be considered a part of this agreement. Mississippi Heritage Trust agrees to revise and modify the schedule as necessary so that the final deliverable is received **on or before July 10, 2027,** in order to allow for the timely meeting of the **August 1, 2027, deadline** established by the City's Memorandum of Agreement with the Mississippi Department of Archives and History. The Mississippi Department of Archives and History must receive and approve the design guidelines and other materials before the same or published publicly.

7. **STATUS OF MISSISSIPPI HERITAGE TRUST:** The Contractor shall at all times, be regarded as and shall be legally considered an independent contractor and shall at no time act as an agent for the City, Greater Belhaven Foundation, or the Mississippi Department of Archives and History. A principal and agent, master and servant, partnership, joint venture, or employer and employee relationship has not been formed by the terms of this

agreement. The only relationship intended with Mississippi Heritage Trust is that of independent contractor. No personnel of the Contractor shall be deemed in any way, directly or indirectly, expressly, or by implication to be employees of the City or Greater Belhaven. The City or Greater Belhaven Foundation shall not be liable for the negligence or other wrongdoing of the Contractor, its employees, servants, or agents. The City will not withhold any fee paid to the Contractor for federal or state income taxes or any employment tax including but not limited to unemployment insurance, Medicare, or Social Security taxes. Contractor agrees that it is responsible for the reporting and payment of all federal, state, and local taxes. Contractor agrees to file all necessary federal and state income tax returns accurately reflecting the Contractor's status as an independent contractor of the City. The City shall not be required to furnish insurance coverage or other employee benefits of any kind customarily provided by the City to its employees.

8. **PAYMENT CONDITIONS AND FREQUENCY:** The City of Jackson shall remit payment to Mississippi Heritage Trust in accordance with the Project Budget attached as **Exhibit A** when the task has been completed. Mississippi Heritage Trust shall provide notice to the City's designated project coordinator that a task has been completed along with supporting documentation and an invoice for payment. The project coordinator shall review and certify that the task has been completed prior to the issuance of payment. Payment shall be tendered in accordance with Mississippi law governing timely payment for public purchases codified at Section 31-7-305 of the Mississippi Code of 1972 as amended.

9. **METHOD OF PAYMENT:** Contractor agrees to accept all payments in United States currency by electronic means or by delivery of a manual check at the City's discretion. If payment is submitted electronically, the payment shall be deposited into an account at a financial institution designated by the Contractor. Contractor agrees that the City is exempt from the payment of taxes and will refrain from including taxes on any invoice submitted.

10. **GREATER BELHAVEN NEIGHBORHOOD FOUNDATION:** The Greater Belhaven Neighborhood Foundation agrees to donate to the City a sum not exceeding $8,250.00 on condition that the funds be used in accordance with the terms of the Memorandum of Agreement entered into between the Mississippi Department of Archives and History and the City in July 2026. The Greater Belhaven Neighborhood Foundation agrees that donation of the funds is *not* contingent upon the City contracting with Mississippi Heritage Trust or continuing a contractual relationship with Mississippi Heritage Trust. Greater Belhaven Neighborhood Foundation may submit reasonable recommendations to the City of Jackson concerning the work being performed, and the City may accept and implement recommendations but has no obligation to act upon a recommendation of the Greater Belhaven Neighborhood Foundation.

11. **METHOD OF TENDERING CONTRIBUTION:** The Greater Belhaven Neighborhood Foundation will tender its donation to the City within sixty (60) days of executing this agreement. The City of Jackson will furnish to the Greater Belhaven Neighborhood Foundation supporting documentation regarding its expenditure of the funds at quarterly intervals of January 31,2027, April 30, 2027, and July 31, 2027.

12. **THIRD PARTY BENEFICIARY:** No third- party beneficiary relationship is intended and shall be created with Greater Belhaven Foundation, Mississippi Heritage Trust, or any person or organization pursuant to the terms of this agreement.

13. **AVAILABILITY OF FUNDS:** It is understood and agreed that the obligation of the City to proceed under this agreement is conditioned upon the appropriation and availability of funds appropriated by the governing authorities. If the funds are at any time not forthcoming, the City shall have the right upon ten (10) days written notice to Contractor to terminate the agreement without damage, penalty, cost, or expense to the City of any kind whatsoever. The effective date of termination shall be as specified in the notice.

14. **APPLICABLE LAW:** This contract shall be governed by and construed in accordance with the laws of the State of Mississippi excluding its conflicts of law provisions and any litigation with respect thereto shall be brought in the courts of the State. The Contractor and Contributor shall comply with applicable federal, state, and local laws and regulations.

15. **REPRESENTATION REGARDING CONTINGENT FEES:** Contractor represents that it has not retained a person to solicit or secure a contract with City upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except as disclosed in the Contractor's proposal.

16. **REPRESENTATION REGARDING GRATUITIES:** The Contractor represents that it has not violated, is not violating, and promises that it will not violate any federal, state, or municipal laws prohibiting gratuities.

17. **TRADE SECRETS, COMMERCIAL AND FINANCIAL INFORMATION:** It is expressly understood that Mississippi law requires that the provisions of this contract which contains a description of the services procured, cost to be paid, and contract terms be subject to public disclosure upon request. Therefore, the provisions of this agreement do not contain trade secrets or confidential commercial and financial information and shall be subject to examination, copying, and reproduction when requested under the Mississippi Open Records Act.

18. **COMPLIANCE WITH LAWS:** Contractor understands that the City is an equal opportunity employer and therefore, maintains a policy which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical limitation, disability, genetic information, or any other consideration made unlawful by federal, state, or local law. All such discrimination is unlawful, and Contractor agrees that during the term of this agreement that it will strictly adhere to the policy in its employment practices and provision of the services procured. All activities conducted under this agreement shall be subject to all applicable federal, state, and local laws and regulations now existing and which may later be amended or modified.

19. **E-VERIFICATION:** If applicable, Contractor represents and warrants that it will comply with the Mississippi Employment Protection Act of 2008 and will register and participate in the status verification system for all newly hired employees in accordance with Section 71-11-1 of the Mississippi Code of 1972 as amended. 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 implemented by the United States Department of Homeland Security commonly referred to as the E-Verify Program or any other successor electronic verification system replacing the E-Verify Program. Contractor agrees to maintain records of compliance. Upon request of the City and after obtaining approvals from the Department of Homeland Security and the Social Security Administration when required, Contractor agrees to provide a copy of each verification. Contractor further represents and warrants that any person assigned to perform services related to this agreement meets the eligibility requirements of United States immigration law. A breach of this agreement may subject the Contractor to the following:

    (a) Termination of the agreement for services and ineligibility for any City contract for a period of up to three (3) years with notice of each cancellation or termination being disclosed publicly;

    (b) The loss of a license, permit, certification or other document granted to Contractor by an agency, department, or governmental entity of the right to do business in the State of Mississippi for up to one (1) year; or

    (c) Both of the above if there is termination. Contractor may also be liable for any additional costs or loss incurred as a result of the contract termination or loss of a license or permit to do business in the State.

20. **NON-ASSIGNMENT:** Contractor shall not assign the performance of the services or transfer its obligations under this agreement in whole or in part without the prior written

consent of City. Any attempted assignment or transfer without the written consent of the City shall be void and of no effect.

21. **SEVERABILITY:** If any term or provision of this agreement is prohibited by the laws of the State of Mississippi or declared invalid by a court of competent jurisdiction, then the remainder of the contract shall not be affected and the provisions of this contract shall remain operable and enforce to the extent practical and permitted by law.

22. **MODIFICATION:** This agreement may be modified only by written agreement signed by each of the parties. For the City, the agreement may not be modified until such time that the modification has been presented to the Jackson City Council and approved by a quorum at a lawfully called public meeting.

23. **CHANGE IN SCOPE OF WORK:** Any change in the scope of services to be provided must be approved in writing and be consistent with the services described in the City of Jackson's Memorandum of Agreement with the Mississippi Department of Archives and History. Any change in the scope of services which is not consistent with the Memorandum of Agreement must be approved in writing by the parties and also the Mississippi Department of Archives and History.

24. **NON-WAIVER OF BREACH:** The failure of the City or Contractor at any time to enforce the provisions of this contract shall not be construed as a waiver of any such provision. Such failure to enforce shall not affect the validity of the contract or any part thereof or the right of the City to enforce any provision at any time in accordance with its terms.

25. **COPYRIGHT:** Copyright to all work products regardless of physical format-including but not limited to photographs, software, source code, research notes and compilations, draft and finished written works and published materials furnished by the Contractor in connection with this contract belong to the City of Jackson.

26. **ENTIRE AGREEMENT:** This contract contains the entire agreement of the parties with respect to the subject matter contained herein and supersedes or replaces any and all prior negotiations, understandings, and agreements written or oral between the parties relating to the services and compensation to be paid.

27. **AUTHORIZATION:** The individuals executing this agreement represent that they have been duly authorized to execute the contract by the respecting governing boards of Mississippi Heritage Trust, the Greater Belhaven Foundation, and the City of Jackson.

EXHIBIT A

Mississippi Heritage Trust

Proposed for Belhaven Historic District Design Guidelines-Revised October 2, 2026

Scope of Work

Task 1: Project Initiation and Stakeholder Engagement

- Review the existing Belhaven Historic District Design Guidelines, applicable ordinances, and related review procedures.
- Conduct a kickoff meeting with the Greater Belhaven Foundation Board, City of Jackson Historic Preservation Commission representatives, Planning Department staff, and other designated stakeholders.
- Identify priorities, concerns, and opportunities for revision.
- Prepare a project direction memorandum summarizing stakeholder input and recommended areas for update.

Task 2: Residential Rehabilitation and Site Design Guidelines

- Review and update existing guidance related to the rehabilitation of historic residential properties.
- Revisit site design standards, including landscaping, fences, accessory structures, parking, and other site features.
- Improve organization, clarity, and consistency with current preservation best practices and local review procedures.

Task 3: New Construction and Additions Guidelines

- Evaluate existing neighborhood development patterns and design characteristics.
- Update guidelines for residential and commercial infill construction, additions, and alterations.
- Clarify expectations regarding compatibility, scale, massing, setbacks, materials, and design review.
- Develop guidance addressing coordination between the Historic Preservation Commission and other City review processes, including zoning and site plan review.

Task 4: Draft Review Meeting

- Prepare and distribute a complete draft of the revised guidelines for stakeholder review.

- Conduct a review meeting with representatives of the Greater Belhaven Foundation, City of Jackson Historic Preservation Commission, Planning Department staff, and other designated stakeholders.
- Collect and summarize comments and recommendations for incorporation into the final document.

Task 5: Preservation Toolkit Workshop

- Develop and present an in-person Preservation Toolkit Workshop for neighborhood stakeholders.
- Topics may include:
    - Historic preservation incentives and funding opportunities
    - Federal and State Historic Tax Credits
    - Design review and Certificate of Appropriateness procedures
    - Rehabilitation best practices for historic properties
    - Available preservation resources and technical assistance
- Provide digital workshop materials for future use.

Task 6: Final Guidelines and Digital Publication

- Incorporate stakeholder comments and prepare final revised guidelines.
- Create a searchable and navigable digital version of the guidelines.
- Include hyperlinks, downloadable forms, references to applicable ordinances, and supporting resources.
- Deliver final files in a format suitable for future updates.

Task 7: Annual Historic District Notice

- Create Annual Historic District Notice notifying residents of responsibilities and opportunities associated with living in a historic district.
- Secure two comparable quotes from printers to print and mail notice.

Task 8: Travel and Project Expenses

- Travel to Jackson for meetings, field review, workshop presentation, and project coordination as necessary.

- Includes mileage, lodging (if required), and incidental project expenses.

Project Budget

Task	Fee
Project Initiation & Stakeholder Engagement	$1,500
Residential Rehabilitation & Site Design Updates	$4,000
New Construction & Additions Guidelines	$3,500
Draft Review Meeting	$1,000
Preservation Toolkit Workshop	$1,500
Final Guidelines	$2,500
Annual District Notice	$1,500
Travel & Project Expenses	$1,000
Total Project Cost	**$16,500**

Proposed Schedule

Phase	Timeline
Kickoff Meeting and Project Direction	October 2026
Existing Conditions Review and Guideline Assessment	October-December 2026
Draft Residential Rehabilitation and Site Design Revisions	January-March 2027
Draft New Construction and Additions Revisions	January -March 2027
Complete Draft Guidelines Prepared	April 2027
Draft Review Meeting and Comment Period	May-June 2027
Preservation Toolkit Workshop	July 2027
Final Revisions	July-August 2027
Mail Annual District Notice	September 2027
Final Deliverables Submitted	September 2027

WHEREAS EXHIBIT B is the approval signed by persons designated in Section 3.4 of the Personal and Professional Service Procurement Policy and is attached.

IT IS HEREBY ORDERED that the mayor shall be authorized to execute the agreement with the Mississippi Heritage Trust and Greater Belhaven Foundation.

IT IS HEREBY ORDERED that a sum of money not exceeding $8,250.00 may be accepted from the Greater Belhaven Foundation with the understanding that it is to be used consistent with the purposes set forth in the July 2026 Memorandum of Understanding executed by the City of Jackson and the Mississippi Department of Archives and History.

IT IS HEREBY ORDERED that Mississippi Heritage Trust may be paid a sum not to exceed $16,500.00 consistent with the terms of the contract.

IT IS HEREBY ORDERED that the mayor or his designee shall be authorized to take those measures required for securing reimbursement from the Mississippi Department of Archives and History.

Office of the City Attorney

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

OFFICE OF THE CITY ATTORNEY

This **ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH MISSISSIPPI HERITAGE TRUST AND THE GREATER BELHAVEN FOUNDATION RELATED TO REVISION OF THE BELHAVEN HISTORIC DISTRICT DESIGN GUIDELINES** is legally sufficient for placement in NOVUS Agenda.

Sondra O. Moncure 10/27/24

Sondra Moncure, *Special Assistant* **DATE**

Carrie Johnson, *Sr. Deputy City Attorney*

CITY OF JACKSON AGREEMENT WITH MISSISSIPPI HERITAGE TRUST AND THE GREATER BELHAVEN NEIGHBORHOOD FOUNDATION

This agreement is entered into between the City of Jackson (City), Mississippi Heritage Trust (Contractor) and the Greater Belhaven Neighborhood Foundation (Contributor) and describes the duties and responsibilities of each concerning activities related to the City's Memorandum of Agreement with the Mississippi Department of Archives and History executed on or about July 27, 2026.

RECITALS

Whereas, the City and the Mississippi Department of Archives and History entered into an agreement on or about July 27, 2026, pursuant to the Certified Local Government Grant Program for federal fiscal year 2026; and

Whereas, the terms of the agreement with the Mississippi Department of Archives History state that the work to be performed is revision of the Belhaven and Belhaven Heights Design Guidelines to reflect current best practices, local context, and regulatory clarity in addition to providing consistency with local ordinances and preservation policies; and

Whereas, the time period for performance and completion of the work is August 1,2027; and

Whereas, the terms of the City's MOA with the Mississippi Department of Archives and History, indicated that the estimated cost of the project to be $30,000.00; and

Whereas, the Mississippi Department of Archives and History agreed to reimburse the City of Jackson $15,000 or fifty percent (50%) of final eligible project costs to the City of Jackson, whichever is less subject to receipt of funds from the National Park Service; and

Whereas, due to the time constraints for performance and completion of the work, the City believes that its best interest would be served by utilizing a contractor to perform the work contemplated; and

Whereas, the Greater Belhaven Neighborhood Foundation has an indirect interest in the project and is amenable to donating the City's required match pursuant to the terms of its agreement with the Mississippi Department of Archives and History; and

Whereas, the parties have agreed to be bound by the following terms and conditions regarding the work and financial obligations:

1. **TERM OF AGREEMENT:** To begin November 3, 2026, and conclude on July 10, 2027, which is the deadline for submission of the final deliverable. The term of the agreement shall commence as set forth in Paragraph 6.
2. **MISISSIPPI HERITAGE TRUST SCOPE OF SERVICES:** Pursuant to Paragraph 5 of the Memorandum of Agreement with the Mississippi Department of Archives and History, the City has chosen Mississippi Heritage Trust as a private consultant with qualifications in history, architectural history, and historic preservation experience as a paid contractor to perform the services identified in **Exhibit A.** In addition to the services identified in **Exhibit A,** the Contractor shall advise the Mississippi Department of Archives and History (MDAH) and the City of the progress of the project by telephone, email, or by letter at least once per month while the project is underway to ensure that the work is performed in accordance with the *Secretary of Interior's Standards and Guidelines for Archaeology and Historic Preservation.* The Contractor shall contact MDAH and the City immediately if any situation should arise which will affect the timely or successful completion of this project and/or the final submission of the completed design guidelines.

   The selection of Mississippi Heritage Trust as the contractor complies with Section 5 of the Memorandum of the Agreement because the project does not exceed $100,000.00. In addition, the legislature for the State of Mississippi has not passed legislation describing the procurement requirements for personal and professional services by a municipality. Even though the State of Mississippi has not passed legislation governing procurement of personal and professional services by a municipality, the governing authorities for the City of Jackson have adopted policies for the procurement of personal and professional services and specified when competition is required and the terms and conditions for exceptions to conditions.

   Pursuant to Section 3.4 of the City of Jackson's Personal and Professional Service procurement policy, an exception to competition was approved based upon the time constraints for performance. A copy of the approval is attached as **Exhibit B**.

3. **COMPENSATION TO BE PAID MISSISSIPPI HERITAGE TRUST:** The City of Jackson will pay Mississippi Heritage Trust a sum not to exceed $16,500.00 consistent with the project budget set forth in **Exhibit A.** The compensation shall be paid in accordance with the schedule and frequency set forth in Paragraph 8 below.

4. **MISSISSIPPI DEPARTMENT OF ARCHIVES AND HISTORY MANDATORY CONTRACTUAL PROVISION REGARDING TERMINATION:**

a. *Termination for Convenience.* The City may when the interests of the City so require, terminate this contract in whole or in part for the convenience of the City and or MDAH. The City will give written notice of the termination to the Contractor specifying the part of the contract terminated and when the termination becomes effective.

Contractor shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination Contractor will stop work to the extent specified. Contractor shall also terminate outstanding orders and subcontracts as they relate to the terminated work. Contractor shall settle the liabilities and subcontracts arising out of the termination of the subcontracts and orders connected with the terminated work. The City may direct Contractor to assign Contractor's right, title, and interest under terminated orders or subcontracts to the City. Contractor must still complete the work not terminated by the *notice of termination* and may incur obligations as are necessary to do so.

b. *Termination for Default.* If Contractor refuses or fails to perform any of the provisions of this contract with such diligence as will ensure its completion within the time specified in this contract or any extension thereof, or otherwise fails to timely satisfy the contract provisions or commits any other substantial breach of this contract, the City may notify the Contractor in writing of the delay or nonperformance and if not cured in ten (10) days or any longer time specified in writing by the City, the Contractor's right to proceed with the contract or such part of the contract as to which there has been delay or failure to perform may be terminated. In the event of termination in whole or in part, the City may procure similar supplies or services in a manner and upon terms deemed appropriate by the City. Contractor shall continue performance of the contract to the extent it is not terminated and shall be liable for excess costs incurred in procuring similar goods or services.

Contractor's duties: Notwithstanding termination of the contract and subject to any directions from the City, Contractor shall take timely, reasonable, and necessary action to protect and preserve property in the possession of the Contractor in which the City has an interest.

Compensation: Payment for completed services delivered to and accepted by the City shall be at the contract price specified in the scope of work and budget. The City may withhold from amounts due Contractor such sums as the City deems necessary to protect it against loss because of outstanding liens, or claims of former lien holders and to reimburse the City for the excess costs incurred in procuring similar goods and services.

Excuse for Nonperformance or Delayed Performance. Except with respect to defaults of subcontractors, Contractor shall not be in default by reason of any failure in

performance of this contract in accordance with its terms (including any failure by Contractor to make progress in the prosecution of the work hereunder which endangers Such performance) if Contractor has notified the City within 15 days after the cause of the delay and the failure arises out of causes such as: acts of God; acts of the public enemy; acts of the State and any other governmental entity in its sovereign or contractual capacity; fires; floods; epidemics; quarantine restrictions; strikes or other labor disputes; freight embargoes; or unusually severe weather. If the failure to perform is caused by the failure of a subcontractor to perform or to make progress, and if such failure arises out of causes similar to those set forth above, Contractor shall not be deemed to be in default, unless the service to be furnished by the subcontractor were reasonably obtainable from other sources in sufficient time to permit Contractor to meet the contract requirements. Upon request of Contractor, the City shall ascertain the facts and extent of such failure, and if it is determined that any failure to perform was occasioned by any one or more of the excusable causes, and that but for the excusable cause, Contractor's progress and performance would have met the terms of the contract, the delivery schedule shall be revised accordingly, subject to the rights of the City to terminate under Paragraph 4 (a).

Erroneous termination for Default. If, after notice of termination of Contractor's right to proceed under the provisions of this clause, it is determined for any reason that the contract was not in default under the provisions this clause, or that the delay was excusable under the provisions of the paragraph on Excuse for Nonperformance or Delayed Performance, the rights and obligations of the parties shall be the same as if notice of termination had been issued pursuant to the provision allowing termination for convenience.

Additional Rights and Remedies. The rights and remedies provided in this paragraph on termination for default are in addition to any other rights and remedies provided by law or under this contract.

Termination Upon Bankruptcy. This contract may be terminated in whole or in part by the City upon written notice to Contractor, if Contractor should become the subject of bankruptcy or receivership proceedings, whether voluntary or involuntary, or upon the execution by Contractor of an assignment for the benefit of its creditors. In the event of such termination, Contractor shall be entitled to recover just and equitable compensation for satisfactory work performed under the contract, but in no case shall said compensation exceed the total contract price.

5. **STOP WORK ORDER:** The City may by written order to Contractor at any time, and without notice to any surety, require the Contractor to stop all or any part of the work called for by this contract. The order shall be for a specified period not exceeding 90 days after

the order is delivered to the Contractor, 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, Contractor shall forthwith comply with its terms and take all reasonable steps to minimize the occurrence of costs allocable to the work covered by the order during the period of work stoppage. Before the work order expires, or within any further period to which the parties shall have agreed, the City shall either;

(a) cancel the stop work order; or

(b) terminate the work covered by such order as provided in the Termination for Default provisions of this agreement or the Termination for Convenience provisions of this contract.

Cancellation or Expiration of the Order. If a stop work order is canceled at any time during the period specified in the order, or if the period of the order or any extension thereof Expires, Contractor shall have the right to resume work. An appropriate adjustment shall be made in the delivery schedule or Contractor price, or both, and the contract shall be modified in writing accordingly, if:

(a) the stop work order results in an increase in the time required for, or in Contractor's cost properly allocable to, the performance of any part of this contract; and

(b) Contractor asserts a claim for such an adjustment within thirty (30) days after the end of the period of work stoppage; provided that, if the City decides that the facts justify such action, any such claim asserted may be received and acted upon at any time prior to final payment under this contract.

Termination of Stopped Work: If a stop work order is not canceled and the work covered by such order is terminated for default or convenience, the reasonable costs resulting from the stop work order shall be allowed by adjustment or otherwise.

Adjustments of Price: Any adjustment in contract price made pursuant to this clause shall be determined in accordance with the provisions of this agreement.

6. **SUBMISSION OF FINAL DELIVERABLE:** Mississippi Heritage Trust agrees that time is of the essence in the completion of the project. Therefore, the proposed schedule identified in **Exhibit A** shall not be considered a part of this agreement. Mississippi Heritage Trust agrees to revise and modify the schedule as necessary so that the final deliverable is received **on or before July 10, 2027,** in order to allow for the timely meeting of the **August 1, 2027, deadline** established by the City's Memorandum of Agreement with

the Mississippi Department of Archives and History. The Mississippi Department of Archives and History must receive and approve the design guidelines and other materials before the same or published publicly.

7. **STATUS OF MISSISSIPPI HERITAGE TRUST:** The Contractor shall at all times, be regarded as and shall be legally considered an independent contractor and shall at no time act as an agent for the City, Greater Belhaven Foundation, or the Mississippi Department of Archives and History. A principal and agent, master and servant, partnership, joint venture, or employer and employee relationship has not been formed by the terms of this agreement. The only relationship intended with Mississippi Heritage Trust is that of independent contractor. No personnel of the Contractor shall be deemed in any way, directly or indirectly, expressly, or by implication to be employees of the City or Greater Belhaven. The City or Greater Belhaven Foundation shall not be liable for the negligence or other wrongdoing of the Contractor, its employees, servants, or agents. The City will not withhold any fee paid to the Contractor for federal or state income taxes or any employment tax including but not limited to unemployment insurance, Medicare, or Social Security taxes. Contractor agrees that it is responsible for the reporting and payment of all federal, state, and local taxes. Contractor agrees to file all necessary federal and state income tax returns accurately reflecting the Contractor's status as an independent contractor of the City. The City shall not be required to furnish insurance coverage or other employee benefits of any kind customarily provided by the City to its employees.

8. **PAYMENT CONDITIONS AND FREQUENCY:** The City of Jackson shall remit payment to Mississippi Heritage Trust in accordance with the Project Budget attached as **Exhibit A** when the task has been completed. Mississippi Heritage Trust shall provide notice to the City's designated project coordinator that a task has been completed along with supporting documentation and an invoice for payment. The project coordinator shall review and certify that the task has been completed prior to the issuance of payment. Payment shall be tendered in accordance with Mississippi law governing timely payment for public purchases codified at Section 31-7-305 of the Mississippi Code of 1972 as amended.

9. **METHOD OF PAYMENT:** Contractor agrees to accept all payments in United States currency by electronic means or by delivery of a manual check at the City's discretion. If payment is submitted electronically, the payment shall be deposited into an account at a financial institution designated by the Contractor. Contractor agrees that the City is exempt from the payment of taxes and will refrain from including taxes on any invoice submitted.

10. **GREATER BELHAVEN NEIGHBORHOOD FOUNDATION:** The Greater Belhaven Neighborhood Foundation agrees to donate to the City a sum not exceeding $8,250.00 on

condition that the funds be used in accordance with the terms of the Memorandum of Agreement entered into between the Mississippi Department of Archives and History and the City in July 2026. The Greater Belhaven Neighborhood Foundation agrees that donation of the funds is *not* contingent upon the City contracting with Mississippi Heritage Trust or continuing a contractual relationship with Mississippi Heritage Trust. The Greater Belhaven Neighborhood Foundation may submit reasonable recommendations to the City of Jackson concerning the work being performed, and the City may accept and implement recommendations but has no obligation to act upon a recommendation of The Greater Belhaven Neighborhood Foundation.

11. **METHOD OF TENDERING CONTRIBUTION:** The Greater Belhaven Neighborhood Foundation will tender its donation to the City within sixty (60) days of executing this agreement. The City of Jackson will furnish to The Greater Belhaven Neighborhood Foundation supporting documentation regarding its expenditure of the funds at quarterly intervals of January 31,2027, April 30, 2027, and July 31, 2027.

12. **THIRD PARTY BENEFICIARY:** No third- party beneficiary relationship is intended and shall be created with The Greater Belhaven Neighborhood Foundation, Mississippi Heritage Trust, or any person or organization pursuant to the terms of this agreement.

13. **AVAILABILITY OF FUNDS:** It is understood and agreed that the obligation of the City to proceed under this agreement is conditioned upon the appropriation and availability of funds appropriated by the governing authorities. If the funds are at any time not forthcoming, the City shall have the right upon ten (10) days written notice to Contractor to terminate the agreement without damage, penalty, cost, or expense to the City of any kind whatsoever. The effective date of termination shall be as specified in the notice.

14. **APPLICABLE LAW:** This contract 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 the State. The Contractor and Contributor shall comply with applicable federal, state, and local laws and regulations.

15. **REPRESENTATION REGARDING CONTINGENT FEES:** Contractor represents that it has not retained a person to solicit or secure a contract with City upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except as disclosed in the Contractor's proposal.

16. **REPRESENTATION REGARDING GRATUITIES:** The Contractor represents that it has not violated, is not violating, and promises that it will not violate any federal, state, or municipal laws prohibiting gratuities.

17. **TRADE SECRETS, COMMERCIAL AND FINANCIAL INFORMATION:** It is expressly understood that Mississippi law requires that the provisions of this contract which contains a description of the services procured, cost to be paid, and contract terms be subject to public disclosure upon request. Therefore, the provisions of this agreement do not contain trade secrets or confidential commercial and financial information and shall be subject to examination, copying, and reproduction when requested under the Mississippi Open Records Act.

18. **COMPLIANCE WITH LAWS:** Contractor understands that the City is an equal opportunity employer and therefore, maintains a policy which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical limitation, disability, genetic information, or any other consideration made unlawful by federal, state, or local law. All such discrimination is unlawful, and Contractor agrees that during the term of this agreement that it will strictly adhere to the policy in its employment practices and provision of the services procured. All activities conducted under this agreement shall be subject to all applicable federal, state, and local laws and regulations now existing and which may later be amended or modified.

19. **E-VERIFICATION:** If applicable, Contractor represents and warrants that it will comply with the Mississippi Employment Protection Act of 2008 and will register and participate in the status verification system for all newly hired employees in accordance with Section 71-11-1 of the Mississippi Code of 1972 as amended. 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 implemented by the United States Department of Homeland Security commonly referred to as the E-Verify Program or any other successor electronic verification system replacing the E-Verify Program. Contractor agrees to maintain records of compliance. Upon request of the City and after obtaining approvals from the Department of Homeland Security and the Social Security Administration when required, Contractor agrees to provide a copy of each verification. Contractor further represents and warrants that any person assigned to perform services related to this agreement meets the eligibility requirements of United States immigration law. A breach of this agreement may subject the Contractor to the following:

    (a) Termination of the agreement for services and ineligibility for any City contract for a period of up to three (3) years with notice of each cancellation or termination being disclosed publicly;

(b) The loss of a license, permit, certification or other document granted to Contractor by an agency, department, or governmental entity of the right to do business in the State of Mississippi for up to one (1) year; or

(c) Both of the above if there is termination. Contractor may also be liable for any additional costs or loss incurred as a result of the contract termination or loss of a license or permit to do business in the State.

20. **NON-ASSIGNMENT:** Contractor shall not assign the performance of the services or transfer its obligations under this agreement in whole or in part without the prior written consent of City. Any attempted assignment or transfer without the written consent of the City shall be void and of no effect.

21. **SEVERABILITY:** If any term or provision of this agreement is prohibited by the laws of the State of Mississippi or declared invalid by a court of competent jurisdiction, then the remainder of the contract shall not be affected and the provisions of this contract shall remain operable and enforce to the extent practical and permitted by law.

22. **MODIFICATION:** This agreement may be modified only by written agreement signed by each of the parties. For the City, the agreement may not be modified until such time that the modification has been presented to the Jackson City Council and approved by a quorum at a lawfully called public meeting.

23. **CHANGE IN SCOPE OF WORK:** Any change in the scope of services to be provided must be approved in writing and be consistent with the services described in the City of Jackson's Memorandum of Agreement with the Mississippi Department of Archives and History. Any change in the scope of services which is not consistent with the Memorandum of Agreement must be approved in writing by the parties and also the Mississippi Department of Archives and History.

24. **NON-WAIVER OF BREACH:** The failure of the City or Contractor at any time to enforce the provisions of this contract shall not be construed as a waiver of any such provision. Such failure to enforce shall not affect the validity of the contract or any part thereof or the right of the City to enforce any provision at any time in accordance with its terms.

25. **COPYRIGHT:** Copyright to all work products regardless of physical format-including but not limited to photographs, software, source code, research notes and compilations, draft and finished written works and published materials furnished by the Contractor in connection with this contract belong to the City of Jackson.

26. **ENTIRE AGREEMENT:** This contract contains the entire agreement of the parties with respect to the subject matter contained herein and supersedes or replaces any and all prior negotiations, understandings, and agreements written or oral between the parties relating to the services and compensation to be paid.

27. **AUTHORIZATION:** The individuals executing this agreement represent that they have been duly authorized to execute the contract by the respecting governing boards of Mississippi Heritage Trust, the Greater Belhaven Foundation, and the City of Jackson.

In witness hereof, the parties consent to be bound by the terms and provisions and affix their signature as follows:

Mississippi Heritage Trust

By_____

Title of Signing Official

The Greater Belhaven Neighborhood Foundation

By:_____

Title of Signing Official

City of Jackson

By_____
John Horhn

Title: Mayor of the City of Jackson

Mississippi Heritage Trust

Proposed for Belhaven Historic District Design Guidelines- Revised October 2, 2026

Scope of Work

Task 1: Project Initiation and Stakeholder Engagement

- Review the existing Belhaven Historic District Design Guidelines, applicable ordinances, and related review procedures.
- Conduct a kickoff meeting with the Greater Belhaven Foundation Board, City of Jackson Historic Preservation Commission representatives, Planning Department staff, and other designated stakeholders.
- Identify priorities, concerns, and opportunities for revision.
- Prepare a project direction memorandum summarizing stakeholder input and recommended areas for update.

Task 2: Residential Rehabilitation and Site Design Guidelines

- Review and update existing guidance related to the rehabilitation of historic residential properties.
- Revisit site design standards, including landscaping, fences, accessory structures, parking, and other site features.
- Improve organization, clarity, and consistency with current preservation best practices and local review procedures.

Task 3: New Construction and Additions Guidelines

- Evaluate existing neighborhood development patterns and design characteristics.
- Update guidelines for residential and commercial infill construction, additions, and alterations.
- Clarify expectations regarding compatibility, scale, massing, setbacks, materials, and design review.
- Develop guidance addressing coordination between the Historic Preservation Commission and other City review processes, including zoning and site plan review.



Task 4: Draft Review Meeting

- Prepare and distribute a complete draft of the revised guidelines for stakeholder review.
- Conduct a review meeting with representatives of the Greater Belhaven Foundation, City of Jackson Historic Preservation Commission, Planning Department staff, and other designated stakeholders.
- Collect and summarize comments and recommendations for incorporation into the final document.

Task 5: Preservation Toolkit Workshop

- Develop and present an in-person Preservation Toolkit Workshop for neighborhood stakeholders.
- Topics may include:
    - Historic preservation incentives and funding opportunities
    - Federal and State Historic Tax Credits
    - Design review and Certificate of Appropriateness procedures
    - Rehabilitation best practices for historic properties
    - Available preservation resources and technical assistance
- Provide digital workshop materials for future use.

Task 6: Final Guidelines and Digital Publication

- Incorporate stakeholder comments and prepare final revised guidelines.
- Create a searchable and navigable digital version of the guidelines.
- Include hyperlinks, downloadable forms, references to applicable ordinances, and supporting resources.
- Deliver final files in a format suitable for future updates.

Task 7: Annual Historic District Notice

- Create Annual Historic District Notice notifying residents of responsibilities and opportunities associated with living in a historic district.
- Secure two comparable quotes from printers to print and mail notice.

Task 8: Travel and Project Expenses

- Travel to Jackson for meetings, field review, workshop presentation, and project coordination as necessary.

- Includes mileage, lodging (if required), and incidental project expenses.

Project Budget

Task	Fee
Project Initiation & Stakeholder Engagement	$1,500
Residential Rehabilitation & Site Design Updates	$4,000
New Construction & Additions Guidelines	$3,500
Draft Review Meeting	$1,000
Preservation Toolkit Workshop	$1,500
Final Guidelines	$2,500
Annual District Notice	$1,500
Travel & Project Expenses	$1,000
Total Project Cost	**$16,500**

Proposed Schedule

Phase	Timeline
Kickoff Meeting and Project Direction	October 2026
Existing Conditions Review and Guideline Assessment	October-December 2026
Draft Residential Rehabilitation and Site Design Revisions	January-March 2027
Draft New Construction and Additions Revisions	January -March 2027
Complete Draft Guidelines Prepared	April 2027
Draft Review Meeting and Comment Period	May-June 2027
Preservation Toolkit Workshop	July 2027
Final Revisions	July-August 2027
Mail Annual District Notice	September 2027
Final Deliverables Submitted	September 2027

JACKSON
MISSISSIPPI
BUILDING A BETTER FUTURE TOGETHER

To: Angela Brown, Director of Department of Planning
Jillian Caldwell, Chief Financial Officer
Drew Martin, City Attorney and Interim CAO
Mayor John Horn

From: Eric Lewis

Date: October 1, 2026

Re: Procurement of professional services from Mississippi Heritage Trust

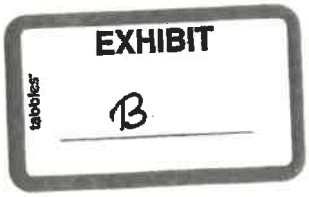
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The City of Jackson entered into a Memorandum of Agreement with the Mississippi Department of Archives and History for a project related to the revision of the Belhaven and Belhaven Heights Design Guidelines and the development of an annual historic district notice which would outline preservation incentives, tax credits, ordinance requirements, and review processes. The Mississippi Department of Archives and History must approve the revisions prior to publicizing.

The Mississippi Department of Archives and History will reimburse the City of Jackson 50% of eligible project cost up to $15,000.00. The Greater Belhaven Foundation has agreed to provide the remaining 50% match up to $15,000.00.

There is deadline of August 1, 2027 for the work to be completed. In order to ensure that the work is completed timely, I am recommending that a contract be approved with Mississippi Heritage Trust to provide services without the use of competition pursuant to Section 3.4 of the Personal and Professional Procurement Policy approved by the governing authorities. The best interest of the City of Jackson would be served by retaining Mississippi Heritage Trust works with local organizations to preserve properties of historical significance and is capable of providing the service contemplated by the Memorandum of Agreement. The Mississippi Department of Archives and History is familiar with the work of the Mississippi Heritage Trust and will most likely

I have attached to this memorandum a description of the work, services, and cost submitted by Mississippi Heritage Trust.



Please initial blank for approval or denial and sign. Thank you for your consideration.

Approved / / **Denied** / / _____ 10/5/2026
Angela Brown, Director of Planning and Development — Date

Approved / / **Denied** / / _____ 10.6.26
Jillian Caldwell, CFO — Date

Approved / / **Denied** / / _____ 10/6/26
Drew Martin, City Attorney and Interim CAO — Date

Approved / / **Denied** / / _____ 10/6/26
Mayor John Horhn — Date

Name	Name Type
GREATER BELHAVEN NEIGHBORHOOD FOUNDATION	Legal

Business Information

Business Type:	Non Profit Corporation
Business ID:	672916
Status:	Good Standing
Effective Date:	07/02/1999
State of Incorporation:	Mississippi
Principal Office Address:	

Registered Agent

Name

Casey Creasey
954 Fortification St
Jackson, MS 39202

Officers & Directors

Name	Title
CORY T WILSON ESQ 633 N STATE ST, PO BOX 427 JACKSON, MS 39205-427	Incorporator
David Turner 954 E. Fortification Street Jackson, MS 39202	Director
Jordan Perry 954 E. Fortification Street Jackson, MS 39202	Director
Katrice Powell-Thompson 954 E. Fortification Street Jackson, MS 39202	Director
Stephanie Rolph 954 E. Fortification Street Jackson, MS 39202	

e History

Name	Name Type
MISSISSIPPI HERITAGE TRUST INCORPORATED	Legal

Business Information

Business Type:	Non Profit Corporation
Business ID:	582196
Status:	Good Standing
Effective Date:	08/19/1991
State of Incorporation:	Mississippi
Principal Office Address:	

Registered Agent

Name
Lolly Rash
140 North Sharpe Avenue
Cleveland, MS 38732

Officers & Directors

Name	Title
RUFUS WARD JR 123 E JORDAN AVENUE WEST POINT, MS 39773	Incorporator
SAMUEL H KAYE MARKET ST, P O BOX 48 COLUMBUS, MS 39701	Incorporator
Jacqueline Bordeaux PO Box 250 Gulfport, MS 39502	Director
Gail Cornell 240 South Extension Street Hazelhurst, MS 39083	Director
Ned Mitchell 200 North Leflore Avenue Cleveland, MS 38732	Director
Jassen Callender 4047 Pine Hill Drive Jackson, MS 39206	Director
Tracy Ward 5155 Doubletree Drive Cumming, GA 30040	Director
Darryl Johnson 404 Holt Street Mound Bayou, MS 38762	Director
Darrin Griffin 3570 Jo Anne Drive Jackson, MS 39213	Director

Thomas Gregory 304 East Cleveland Avenue Greenwood, MS 38930	Director
Odie Avery 516 South Dunn Street Eupora, MS 39744	Director
Kate Kenwright 307 Summer Court Oxford, MS 38655	Director
Milton Chambliss PO Box 3344 Jackson, MS 39207	Director
Pamela Dupuy 107 Donlin Avenue Pass Christian, MS 39571	Director
Page Ogden 100 Old Plantation Road Natchez, MS 39120	Vice President
Cinnamon Foster 114 Church Street Water Valley, MS 38965	Director
Gary Bass PO Box 342 Prentiss, MS 39474	Director
Chase Klugh 1 North Garden Court Greenville, SC 29615	Director
Dan Lee 606 Columbus Drive Pascagoula, MS 39567	Director
Brian Rutledge PO Box 201 Washington, MS 39190	Treasurer
Amber Morton PO Box 626 Flora, MS 39071	Director
Jacob Stutzman 106 Oakridge Trail Jackson, MS 39232	Director
Ellen Bourdeaux 1620 Howard Street Jackson, MS 39202	Director
Sabrina Howard PO Box 68932 Jackson, MS 39286	Director

Steve Nail PO Box 2118 Madison, MS 39130	Director
Bill Boykin 2038 West Bayou Ridge Road Greenville, MS 38701	Director
Corey Hinshaw 1446 Robert Drive Jackson, MS 39211	Director
Russell Archer PO Box 1898 Hattiesburg, MS 39403	Director
Mary Elizabeth Evans 5100 Forest Hill Road Jackson, MS 39272	Secretary
Elizabeth Coleman PO Box 309 Rosedale, MS 38769	Director
Claire Winn 140 North Sharpe Avenue Cleveland, MS 38732	Chief Financial Officer
Anne McMillion PO Box 8059 Moss Point, MS 39562	Director
Cade Holder 1008 Lamar Avenue Cleveland, MS 38732	Director
Nathan Thomas 1885 Wycliff Road NW Atlanta, GA 30309	Director
Frederick Dinkha PO Box 800 Madison, MS 39130	Director
Jackson Pickering 119 West Capitol Street, Suite A Jackson, MS 39201	Director
Jim Miller 618 East Pearl Street Jackson, MS 39201	Director
William Sewell 767 East Scenic Drive Pass Christian, MS 39571	Director

ORDER RATIFYING THE SUBMISSION OF A CERTIFIED LOCAL GOVERNMENT GRANT APPLICATION TO THE MISSISSIPPI DEPARTMENT OF ARCHIVES AND HISTORY (MDAH) FOR A CERTIFIED LOCAL GRANT FOR FISCAL YEAR 2026 AND FURTHER AUTHORIZING THE MAYOR TO ACCEPT FUNDS AWARDED AND EXECUTE THE MEMORANDUM OF AGREEMENT FOR AN EDUCATION, TRAINING, AND PUBLICITY PROJECT BENEFITTING THE BELHAVEN HISTORIC DISTRICT.

WHEREAS, the City of Jackson is a Certified Local Government (CLG) designated by the Mississippi Department of Archives and History (MDAH), and as such, is eligible for state grant monies to implement the goals of Jackson's historic preservation program; and

WHEREAS, the Jackson Historic Preservation Commission is mandated by Ordinance to ensure harmonious, orderly and efficient growth and development of the City, and to effect and accomplish the protection, enhancement and perpetuation of historic properties which represent distinctive elements of the City's cultural, social, economic, political and architectural heritage; and

WHEREAS, the City of Jackson has received grant funds for many important preservation planning projects in past years, including a 2021 CLG grant for the fence repair of the Mount Olive Cemetery and the restoration of the front porch of the Scott Ford Houses; and

WHEREAS, education and training of historic places is part of the historic fabric of the city of Jackson and a critical to maintaining historic significance; and

WHEREAS, the MDAH has awarded the City of Jackson a Certified Local Government Grant for FY 2026 in the amount of $15,000 to support the production of publication/ marketing & education/ training materials; and

WHEREAS, the total cost of the project is $30,000 and the Greater Belhaven Foundation has allocated $15,000 as a match to complete the project; and

WHEREAS, the Department of Planning and Development recommends the governing authorities for the City of Jackson ratify the submission of the CLG FY 2026 matching grant in the amount of $15,000 and accept the award of said grant.

IT IS, THEREFORE ORDERED that submission of the CLG FY 2026 matching fund grant for the purpose of the production of publication/ marketing & education/ training materials is hereby ratified and said matching fund grant in the amount of $15,000.00 is hereby accepted.

IT IS FURTHER ORDERED that the Mayor is authorized to execute any and all related documents pertaining to the receipt of said grant from the Mississippi Department of Archives and History

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

Yeas – Brown-Thomas, Clay, Foote, Grizzell, Hartley, Parkinson 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 July 14, 2026. 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.

MEMORANDUM

TO: The Honorable John Horhn, Mayor, City of Jackson

FROM: Angela Brown, Director,
Department of Planning & Development

DATE: October 26, 2026

SUBJECT: Contract with Mississippi Heritage Trust and Greater Belhaven Foundation

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The agenda item which accompanies this memo requests that the governing authorities approve the execution of a contract with Mississippi Heritage Trust and the Greater Belhaven Foundation.

The City of Jackson executed a Memorandum of Understanding with the Mississippi Department of Archives and History related to revising the design guidelines in the Belhaven Historic District. The Mississippi Heritage Trust will provide the contemplated services, and the Greater Belhaven Foundation will provide a sum not exceeding $8,250.00 as partial payment for the work. It is anticipated that the Mississippi Department of Archives and History will reimburse the City $8,250.00.

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

DATE: October 26, 2026

	POINTS	COMMENTS
1.	**Brief Description**	Order authorizes the execution of an agreement between Mississippi Heritage Trust and the Greater Belhaven Foundation for revision of Belhaven Historic District Design Guidelines
2.	**Purpose**	Performance associated with Memorandum of Understanding with Mississippi Department of Archives and History
3.	**Who will be affected**	Greater Belhaven Foundation, City of Jackson, Mississippi Heritage Trust, Belhaven Historic District property owners and residents
4.	**Benefits**	Ensures education and promotes compliance with historic preservation requirements in the district
5.	**Schedule (beginning date)**	November 2026
6.	**Location:** **WARD** **CITYWIDE (yes/no)** **(area)** **Project limits if applicable**	Project relates to Belhaven Historic District
7.	**Action implemented by:** **City Department __X__** **Consultant_____**	Department of Planning and Development
8.	**COST**	$16,500.00
9.	**Source of Funding** **General fund** ☐ **Grant** ☒ **Bond** ☐ **Other** ☐	Greater Belhaven Foundation to contribute $8,250.00 Mississippi Department of Archives and History to reimburse City $8,250.00 pursuant to CLG Grant
10.	**E. B.O. Participation**	**ABE_____% WAIVER _____ yes____no____N/A_____** **AABE_____% WAIVER_____ yes ____ no____ N/A** **WBE_____% WAIVER_____ yes____no____N/A_____** **HBE_____% WAIVER_____yes____ no_____ N/A_____** **NABE_____% WAIVER_____yes____ no_____ N/A_____**

Certified Local Government (CLG) Grant Program
Federal Fiscal Year: 2026
Catalog of Federal Domestic Assistance (CFDA) #: 15-904

Memorandum of Agreement

THIS AGREEMENT between the Historic Preservation Division, **Mississippi Department of Archives and History**, hereinafter called MDAH, by and through the State Historic Preservation Officer, and the **City of Jackson**, hereinafter called the Grantee, relates to a project to be undertaken by the Grantee, assisted by MDAH with a matching Certified Local Government grant-in-aid established under the National Historic Preservation Act of 1966, as amended, and administered through the National Park Service, US Department of the Interior.

MDAH and the Grantee agree as follows:

1. **Work Program**

   This grant is for a Historic marketing/publications project to be completed in Jackson, Hinds County. The Grantee shall carry out project work as specified in the "Work Program" for this project, which is hereby incorporated into and made a part of the Memorandum of Agreement as **Attachment A**.

   The approved work program, products, and performance/reporting milestones may not be altered without prior written approval from the Certified Local Government Grants Administrator of the Historic Preservation Division, Department of Archives and History.

   All products produced with assistance of this grant must be in compliance with the applicable Secretary of the Interior's *Standards for Archaeology and Historic Preservation.*

2. **Period of Performance**

   All work carried out as part of this grant-assisted project shall be conducted between the latest date of the signature of either the State Historic Preservation Officer or the Mayor of Jackson and **August 1, 2027. Extensions will not be given to late or incomplete projects.**

3. **Compensation**

   Anticipated Project Cost: **$ 30,000.00**

   The Grantee is expected to be able to cover all costs incurred during the course of the project, prior to reimbursement of the grant funds. Compensation to the Grantee shall be on a ***matching basis***. The Grantee is required to provide ***at least*** a 50% of match of the final project cost.

   Subject to receipt of funds from the National Park Service and to successful completion of all project work activities, MDAH, agrees to ***reimburse*** the Grantee **$ 15,000** or **50%** of eligible final project costs, ***whichever is less***, based on the following conditions:

   a. Submission of all project completion materials to MDAH, as outlined in Section 9 below no later than **August 1, 2027**. A Project Completion Report shall accompany the completed materials.

   b. **Two (2)** copies of an acceptable reimbursement request and auditable records, as specified in the Historic Preservation Fund Grants Manual, must be submitted to MDAH no later than **August 31, 2027.** Acceptable federal and nonfederal share supporting documentation needed to substantiate billing (i.e., timesheets, copies of front and back of canceled checks, etc.) must be submitted by Grantee prior to reimbursement.

c. The Grantee agrees to maintain all financial and administrative documents and records pertaining to the full life-cycle of the grant, for a period of not less than five years after completion of the project. The State Department of Audit, the State Historic Preservation Officer, the National Park Service, the Department of the Interior, the Comptroller of the United States, and any of their duly authorized representatives shall have access to grant records for audit purposes.

4. Allowable Costs

Allowable costs are those costs documented to the satisfaction of MDAH, that conform to the approved project budget and that are determined by MDAH to:

a. Meet federal requirements for the program;

b. Be necessary and reasonable to the completion of project work;

c. Have been incurred for project work during the period of the grant.

5. Personnel Selection

Project personnel shall have qualifications appropriate to the major work elements of the project, and may include Grantee staff members, private consultants, or university students and non-paid volunteers, if under the supervision of a qualified principal investigator who must have qualifications in the areas of history and architectural history, preferably with historic preservation experience.

The Grantee may utilize small purchase procedures (as specified in NPS-49, Chapter 17-Procurement Standards, H. 1.) when projects do not exceed $100,000. Grantees shall further comply with state and local small purchase dollar limits. When the project exceeds the federal, state, or local amount, the Grantee must utilize competitive negotiation procedures (competitive sealed bids) for procurement of architectural/engineering professional services, whereby competitors' qualifications are evaluated, and the most qualified competitor is selected, subject to negotiation of fair and reasonable compensation. Resumes, references, and past work experience may be evaluated to assess professional qualifications.

The Grantee shall maintain records sufficient to detail the significant history of procurement. These records shall include, but are not necessarily limited to, information pertinent to the following: rationale for the method of procurement, selection of contract type, contractor selection or rejections, and the basis for the cost or price. Prior to reimbursement for expenditures, the Grantee must forward to the Department of Archives and History evidence of compliance with federal competitive procurement requirements for professional services and subcontracts.

6. Contracts

In addition to provisions defining a sound and complete procurement contract, any recipient of federal grant funds shall include the following contract provisions or conditions in all procurement contracts and subcontract as required by these provisions, Federal law or the National Park Service:

a. Contracts other than small purchases shall contain provisions or conditions that will allow for administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanction and penalties as may be appropriate.

b. All contracts shall contain suitable provisions for termination by the Grantee, including the manner by which it will be effected and the basis for settlement. In addition, such contracts shall describe conditions under which the contract may be terminated for default as well as conditions where the contract may be terminated because of circumstances beyond the control of the contractor.

c. All contracts awarded by the Grantee shall contain a provision requiring compliance with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR Part 60).

d. All contracts and subgrants for construction or repair shall include a provision for compliance with the Copeland "Anti-Kickback" Act (18 USC 874) as supplemented in Department of Labor regulations (29 CFR Part 3). This Act provides that each contractor or subgrantee 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 Grantee shall retain the possibility of reprinting any publications by including in any consultant contract a requirement that the consultant waive any claim to a copyright.

7. Professional Supervision

The Grantee agrees to appoint a **project coordinator** whose professional qualifications have received prior approval of the Historic Preservation Division to ensure that the work conforms to the approved work program and to provide the necessary standard of professional conduct required for this project under the federal program regulations. **The project coordinator will be responsible for completing the grant reports as outlined in Section 8 below and for ensuring that all project materials are submitted by the consultant.** The staff of the Historic Preservation Division will maintain regular contact with the project coordinator and will provide necessary and reasonable amounts of training, advice, or technical assistance as required for the successful completion of project work.

8. Reports

The Grantee will be required to submit Grant Progress Reports (both programmatic and fiscal) on **October 23, 2026; January 22, 2027; and April 23, 2027,** as well as the Project Completion Report on **August 1, 2027** and the Reimbursement Request (with supporting materials) by **August 31, 2027.**

The Grantee shall contact MDAH's Certified Local Government Grants Administrator **immediately** if any situation should arise which will affect the timely or successful completion of this project and/or the final report of materials.

9. Project Completion Materials

The Grantee agrees to submit final completion materials and a summary narrative **Project Completion Report** by **August 1, 2027,** in a format consistent with the Secretary of the Interior's *Standards for Archaeology and Historic Preservation* and as specified by the Historic Preservation Division.

The Grantee shall submit any materials or reports requiring review or revision by MDAH in a timely manner so as to ensure that final materials are submitted no later than **August 1, 2027.**

A final expense summary, due **August 31, 2027,** shall be detailed by each budget category and indicate which items were charged to each source of funding (federal and non-federal).

Any Grantee that is required to have an audit conducted in accordance with the Single Audit Act (A-128) shall submit to MDAH a copy of the audit (or audits) for the time period covered by this grant, within three months following completion of the audit(s).

10. Acknowledgment of Federal Assistance

Federal grant assistance shall be acknowledged in any public announcements, news releases, articles, publications, audio-visual materials, and pertinent presentations that the Grantee produces or initiates. The acknowledgment format is detailed in the **Attachment B** and shall substantially state that the project has been funded with the assistance of a matching grant-in-aid from the National Park Service of the US Department of the Interior, through the Mississippi Department of Archives and History, under provisions of the National Historic Preservation Act of 1966.

The copyright for any publication resulting from this agreement shall be available to the Grantee. The Grantee agrees to, and awards to the United States Government and its officers, agents, and employees acting within the scope of their official duties, a royalty-free, nonexclusive, and irrevocable license throughout the world for Government purposes, to publish, translate, reproduce, and use all subject data or copyrightable material based on such data covered by the copyright.

11. General Provisions

The Grantee agrees to comply with all federal and state laws and regulations concerning equal opportunity, affirmative action, and fair employment practices. The Grantee further agrees to comply with all applicable regulations, laws, policies, guidelines, and requirements of this federal grant program, including the Single Audit Act of 1984 for state and local governments or the audit requirements of OMB Circular A-110 for universities and nonprofit organizations. In addition to the terms detailed in this agreement, all federal requirements governing grants (OMB Circulars A-87 or A-122, A-102 or A-110, and A-128) are applicable. The Grantee agrees to abide by all assurances made part of this agreement as **Attachments C**.

Grant funds shall not be disbursed for any project of activity that does not evidence that:

a. Planned work has been accomplished within the scope of the subgrant or contractual agreement summarized in the Work Program (**Attachment A**)

b. Work was done according to the applicable Secretary's *Standards for Archaeology and Historic Preservation*.

c. Work was done in accordance with the terms and conditions of the applicable Historic Preservation Fund grant.

In circumstances where funds are disbursed for ineligible activities, such costs shall be returned to the MDAH by the Grantee.

12. Termination of Agreement

This agreement may be terminated short of conclusion due to one of the following situations:

a. Termination for Cause - MDAH may terminate any grant, in whole or in part, at any time before the date of completion, whenever it is determined that the Grantee has failed to comply with the terms and conditions of the grant. MDAH will promptly notify the Grantee in writing of the termination and the reasons for the termination, together with the effective date. Payments made to Grantees or recoveries by MDAH under grants terminated for cause will be in accordance with the legal rights and liabilities of the parties.

b. Termination for Convenience - MDAH or the Grantee may terminate grants of subgrant projects in whole or in part when both parties agree that the continuation of the project would not produce beneficial results commensurate with the further expenditure of funds. The two parties will agree upon the termination conditions, including the effective date, and in the case of partial terminations, the portion to be terminated.

c. Termination by Grantee - The Grantee may unilaterally cancel the grant at any time prior to the first payment on the grant, although MDAH must be notified in writing. Once initiated, no grant finance with HPF assistance shall be terminated by a Grantee prior to satisfactory completion without the approval of MDAH. After the initial payment, the project may be terminated, modified, or amended by the Grantee only by mutual agreement of the Grantee and MDAH. Requests for termination prior to completion must fully explain the reasons for the action and detail the proposed disposition of the uncompleted work.

When a grant is terminated, the Grantee will not incur new obligations for the terminated portion after the effective date of termination. The Grantee will cancel as many outstanding obligations as possible. The MDAH will allow full credit to the Grantee for the federal share of the noncancelable obligations properly incurred by the Grantee prior to the termination. Costs incurred after the effective date of the terminations will be disallowed.

THIS AGREEMENT becomes effective upon signature of the parties below.

BY Barry W White 7/27/26
~~Katie Blount~~ Barry White — Date
State Historic Preservation Officer

BY — Date
Honorable John Horhn
Mayor of Jackson

Return to:

Amy Morgan
Review and Compliance Offer
Historic Preservation Division
Mississippi Department of Archives and History
P. O. Box 571
Jackson, MS 39205-0571
amorgan@mdah.ms.gov

ATTACHMENT A: WORK PROGRAM

1. This project will include the revision of the Belhaven and Belhaven Heights Design Guidelines to reflect current best practices, local context, and regulatory clarity, as well as providing consistency with local ordinances and preservation policies. Additionally, an annual historic district notice will be developed to outline preservation incentives, tax credits, ordinance responsibilities, and review processes to district property owners.

2. MDAH requires submission of material layout and text before the Belhaven and Belhaven Heights Design Guidelines and annual notice are finalized.

ATTACHMENT B: Acknowledging Federal Assistance

An acknowledgment of National Park Service and Mississippi Department of Archives and History support must be made in connection with the publication or dissemination of any printed, audio-visual, or electronic material based on, or developed under, any activity supported by this grant. This acknowledgment shall be in the form of the following statement:

This publication has been financed in part with Federal funds from the National Park Service, U. S. Department of the Interior, through the Historic Preservation Division of the Mississippi Department of Archives and History. However, the contents and opinions do not necessarily reflect the views or policies of the Department of the Interior or the Mississippi Department of Archives and History, nor does the mention of trade names, commercial products or consultants constitute endorsement or recommendation by these agencies. This program received Federal financial assistance for identification and protection of historic properties. Under Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, and the Age Discrimination Act of 1975, as amended, the U. S. Department of the Interior prohibits discrimination on the basis of race, color, national origin, disability or age in its federally assisted programs. If you believe you have been discriminated against in any program, activity, or facility as described above, or if you desire further information, please write to:

Office of Equal Opportunity
National Park Service
1849 C Street, N.W.
Washington, D.C. 20240

Attachments C: Assurances-Non-Construction Programs

OMB Approval No. 0348-0040

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Please do not return your completed form to the Office of Management and Budget; send it to the address provided by the sponsoring agency.

Note: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances, if such is the case you will be notified.

As the duly authorized representative of the applicant I certify that the applicant:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of the project described in this application.

2. Will give the awarding agency, the Comptroller General of the United States, and if appropriate, the State, thought any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in the accordance with generally accepted accounting standards or agency directives.

3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.

5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. g§ 4728-4763) relating to prescribed standards for merit systems for programs funded under one of the nineteen statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).

6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to; (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §(j 1681-1683, and 1685- 1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.O. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g)§§ 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 36701 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

7. Will comply, as applicable, with the provisions of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds

8. Will comply, as applicable, with the provisions of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§ 276a and 276a-7), the Copeland Act (40 U.S.C. § 276c and 18 U.S.C. §g 874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327-333), regarding labor standards for federally assisted construction sub agreements.

10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is 510,000 or more.

11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91 -190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (e) evaluation of flood hazards in flood plains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972(16U.S.C. §§ 1451 et seq.); (f) conformity of Federal actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clear Air

Act of 1955, as amended (42 U.S.C. § 7401 el seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205).

12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§ 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

13. Will assist the awarding agency in assuring compliance with Section 106 of the national Historic Preservation Act of 1966, as amended (16 U.S.C. 470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (] 6 U.S.C- 469a-l et seq.).

14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.

15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. 2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals ·

16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead based paint in construction or rehabilitation of residence structures.

17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act of 1984 or OMB Circular No. A-133, Audits of Institutions of Higher Learning and other Non-profit Institutions.

18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations and policies governing this program.

Signature of Authorized Certifying Official

TITLE

Mayor

Applicant Organization

City of Jackson

Date Submitted

Act of 1955, as amended (42 U.S.C. § 7401 el seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205).

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18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations and policies governing this program.

Signature of Authorized Certifying Official	Title
	Mayor
Applicant Organization	Date Submitted
City of Jackson	

MDAH
MISSISSIPPI DEPARTMENT OF
ARCHIVES & HISTORY

P.O. Box 571
Jackson, MS 39205-0571
601-576-6850
mdah.ms.gov

April 17, 2026

The Honorable John Horhn
Mayor, City of Jackson
219 S. President Street
Jackson, MS 39201

Dear Mayor Horhn:

At its meeting on April 17, 2026, the Board of Trustees of the Mississippi Department of Archives and History (MDAH) approved the following Fiscal Year 2026 Certified Local Government (CLG) grant award to the City of Jackson:

- $15,000.00 for the Belhaven and Belhaven Heights Design Guidelines

This grant has been allocated under the provisions of the National Historic Preservation Act.

Our office is preparing a Memorandum of Agreement (MOA) for your project, which will need to be executed by the City of Jackson and MDAH before work can begin. You should receive the MOA no later than May 31, 2026. The grant period will run from the date the MOA is signed through August 1, 2027.

If you have any questions regarding the project, the MOA, or historic preservation in general, please do not hesitate to contact the Mississippi Department of Archives and History staff.

Sincerely,

Amy D. Morgan
Review and Compliance Officer

FOR: Katie Blount
State Historic Preservation Officer

cc: Mr. Eric Lewis, Certified Local Government Coordinator, Jackson
Ms. Mary Alex Thigpen, Greater Belhaven Foundation

Board of Trustees: Spence Flatgard, *president* | Lucius M. Lampton, *vice president* | Cyrus Ben | Reginald Buckley | Carter Burns | Betsey Hamilton | Mark E. Keenum | TJ Taylor

23

ORDER REVISING THE CITY OF JACKSON FIRE DEPARTMENT'S FEE SCHEDULE

WHEREAS, the Office of the Fire Marshal recommends that the governing authorities adopt the proposed fee schedule set forth below for inspecting facilities, issuing permits, and conducting tests, which promote fire prevention and ensure the safety of property and persons; and

WHEREAS, the governing authorities for the City of Jackson authorized a fee assessment for services on November 10, 2020; and

WHEREAS, since November 10, 2020, the Jackson Fire Department's costs for performing inspections, issuing permits, and conducting tests have increased and have affected the municipal budget; and

WHEREAS, the Jackson Fire Department represents that the fee increases are due to rising diesel and fuel costs. These costs, which are also vital for upkeep of vehicles and equipment, have increased twofold. They also recommend that fees for specific inspections and tests be determined based on square footage and occupancy classifications; and

WHEREAS, the Jackson Fire Department represents that the assessment of fees based on square footage and occupancy classification is within industry norms; and

WHEREAS, assessing fees based on the square footage and occupancy classifications serves the best interest of the Jackson by ensuring adequate fire prevention and emergency response resources are available.

IT IS HEREBY ORDERED that the fees for inspections, permits, and tests shall be as follows:

Description	Current Fee	New Fee
Fire Truck On-Site	$300.00	$500.00
Commercial Burn Permits	$200.00	No Change
$100,000.00 liability insurance policy Must be in effect for persons applying for A burn permit and a copy provided to the Fire Marshal Office at time of application.		
Flow Test	$200.00	No Change
Fire Report	$200.00	$100.00
Fire Verification	$00.00	No Change
Fire Works Display	$150.00	$300.00
Carnival Inspections	$100.0	No Change
Fire Suppression	$50.00	No Change
Service Tank Test	$50	No Change
Flammable & Combustible Permit	$50	No Change
Gas Line Test	$50	No Change
Sprinkler Test/Fire Alarm	$50	4999 sq. ft. or less $100
	$100	5000 -9999 sq. ft. $150

Agenda Item # 23
November 3, 2026
(Thomas, Horhn)

	$100	Exceeding 10,000sq ft $200

	Current Fee	New Fee
Service Inspection/ Re-inspection Day/ Preschool Inspection	4999sq.ft or less $50 5000-99999 sq. ft. $100 10,000-19,999 sq. ft. $150 Exceeding 20,000 $200 4999 sq. ft. or less $50 Exceeding 5000 sq. ft. $75	The cost of a building/business inspection for an occupancy of 5,000 square feet or less is $100.00. If an occupancy exceeds 5,000 square feet, an additional $.02 will be charged for each additional square foot, up to a cap of $1,200 per building/business. If violations are found during the inspection, a $50 re-inspection fee will be charged for each return visit until the violations are corrected.
Apartment Inspection	0-100 units $100 101-250 units $150 Exceeding 250 units $200	0-50 units $100 51-100 Units $200 101-150 Units $300 151-200 Units $400 Exceeding 200 units $500
Apartment Re-inspection	$25 per unit	No Change

10/29/20 A.M.C.

ORDER ADOPTING REVISED FEE SCHEDULE FOR THE CITY OF JACKSON FIRE DEPARTMENT SERVICES.

WHEREAS, the Office of the Fire Marshal is responsible for inspecting facilities, issuing permits, and conducting tests, which promote fire prevention and ensure safety of property and persons; and

WHEREAS, the governing authorities for the City of Jackson approved the assessment of fees for the services in 2015; and

WHEREAS, since 2015, the costs associated with performing inspections, issuing permits, and conducting tests have increased and have impact upon the municipal budget; and

WHEREAS, the Jackson Fire Department recommends that fees for certain inspections and tests be assessed based on square footage and occupancy classification; and

WHEREAS, the assessment of fees based on square footage and occupancy classification is within industry norms; and

WHEREAS, assessing fees based on the square footage and occupancy classifications serves the best interest of the Jackson by ensuring adequate fire prevention and emergency response resources and available.

IT IS HERE BY ORDERED; that the fees for inspections, permits, and tests shall be as follows:

Description	Current Fee	New Fee
Fire Truck On-Site (required for fire watch)	$250.00	$300.00
Commercial/ Burn permits	$200.00	No Change
Flow Test	$200.00	No Change
Fire Report	$200.00	No Change
Fire Verification	$00.00	No Change
Fire Works Display	$150.00	No Change
Carnival Inspections	$50.00	$100.00
Service Inspection/ Re-inspection (Amount Base On Sq Ft)		4999 sq. ft. or less $50 5000-99999 sq. ft. $100 10,000-19,999 sq. ft. $150 Exceeding 20,000 $200
Day/ Preschool Inspection	$35	4999 sq. ft. or less $50 Exceeding 5000 sq. ft. $75
Apartment Inspection	$25	0-100 units $100 101-250 units $150 Exceeding 250 units $200
Apartment Re-inspection	$100	$25 per unit
Flammable & Combustible Liquid Permit	$50	No Change
Gas Line Test	$30	$50
Tank Test	$30	$50
Sprinkler Test	$30	4999 sq. ft. or less $50 Exceeding 5000 sq. ft. $100

Fire Suppression	$30	$50
Fire Alarm	$30	4999 sq. ft. or less $50 Exceeding 5000 sq. ft. $100

IT IS THEREFORE ORDERED, that the new fees shall be effective November 10, 2020.

Council Member Lindsay moved adoption; **Council Member Tillman** seconded.

Yeas – Banks, Foote, Lindsay and Tillman.
Nays – None.
Absent – Stamps and 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 November 10, 2020. 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

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

10/29/26

OFFICE OF THE CITY ATTORNEY

This **ORDER ADOPTING REVISED FEE SCHEDULE FOR THE CITY OF JACKSON FIRE DEPARTMENT SERVICES** is legally sufficient for placement in NOVUS Agenda.

Sondra O. Moncure

Sondra Moncure, *Special Assistant*

10/29/26

DATE

THE CITY OF
JACKSON
MISSISSIPPI

JACKSON FIRE DEPARTMENT

MEMORANDUM

TO: Mayor John Horhn

FROM: RaSean Thomas, Fire Chief

DATE: October 27, 2026

RE: Revised Fee Schedule

The attached agenda item is an order adopting revised fee schedule for the City of Jackson Fire Department Services.

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 REVISING THE CITY OF JACKSON FIRE DEPARTMENT'S FEE SCHEDULE
2.	**Purpose**	Revising Fees for Fire Services
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**	Please see agenda
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 ___

24

ORDER RATIFYING PROCUREMENT OF STORM SEWER REPAIRS AT 369 E. MAYES STREET BY THE DEPARTMENT OF PUBLIC WORKS FROM MATLOCK CONCRETE CONTRACTORS LLC AND AUTHORIZING PAYMENT TO SAID VENDOR

10/28/2026

WHEREAS, this Order approves, after the fact, the Department of Public Works' use of Matlock Concrete Contractors LLC to make urgent repairs to a failed City storm sewer at 369 E. Mayes Street, and approves paying Matlock Concrete Contractors LLC $36,000.00 for that work; and

WHEREAS, a City-owned storm sewer that crosses the property located at 369 E. Mayes Street, Jackson, Mississippi, failed and threatened to cause damage to the foundation of the home located on the property; and

WHEREAS, to address this threat, the Department of Public Works used the Quote Request Form provided by the Purchasing Division of the Department of Finance and Administration and obtained two quotes for the repair work, one from Fortis Construction, LLC in the amount of $40,000.00 and one from Matlock Concrete Contractors LLC in the amount of $36,000.00, copies of which are attached hereto and incorporated in the minutes; and

WHEREAS, the Quote Request Forms did not describe the repairs being solicited and showed different quantities of materials for each vendor, so that the two forms reflected different scopes of work that were not comparable and could not be used as competitive quotes consistent with Mississippi purchasing law; and

WHEREAS, outages of the City's Munis system prevented the Quote Request Forms from being uploaded to and reviewed by the Purchasing Division, so that this issue was not identified before the work was performed; and

WHEREAS, due to these exigent circumstances, the procurement of these storm sewer repairs was performed without prior approval by the City Purchasing Manager or the City Council of the City of Jackson; and

WHEREAS, at the request of the Department of Public Works, Matlock Concrete Contractors LLC performed the repairs, consisting of concrete curb replacement, three box covers, replacement of 150 feet of drain pipe, and clearance of the creek pathway, at a cost of $36,000.00, as shown in the invoices attached hereto and incorporated into the minutes; and

WHEREAS, the storm sewer repairs have been completed by Matlock Concrete Contractors LLC to the satisfaction of the Department of Public Works; and

WHEREAS, the Department of Public Works recommends ratifying this procurement and authorizing payment.

IT IS, THEREFORE, ORDERED that the procurement of storm sewer repairs at 369 E. Mayes Street from Matlock Concrete Contractors LLC, in the total amount of $36,000.00, consistent with the attached invoices, is hereby ratified.

Agenda Item # 24
November 3, 2026
ANDERSON, HORHN

IT IS FURTHER ORDERED that payment in the amount of $36,000.00 to Matlock Concrete Contractors LLC for storm sewer repairs at 369 E. Mayes Street, consistent with the attached quote, is hereby authorized.

CITY COUNCIL AGENDA ITEM DATASHEET

October 27, 2026
DATE

(as revised 3/6/01)

	POINTS	COMMENTS
1.	**Brief Description / Purpose**	**ORDER RATIFYING PROCUREMENT OF STORM SEWER REPAIRS AT 369 E. MAYES STREET BY THE DEPARTMENT OF PUBLIC WORKS FROM MATLOCK CONCRETE CONTRACTORS LLC AND AUTHORIZING PAYMENT TO SAID VENDOR**
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 6. Infrastructure and Transportation
3.	**Who will be affected**	Residents of 369 E. Mayes Street and the surrounding area
4.	**Benefits**	This order will allow the Department of Public Works to pay for urgent repairs to a failed City storm sewer that threatened the foundation of a residence
5.	**Schedule (beginning date)**	Pay following ratification by City Council
6.	**Location:** ▪ **WARD** ▪ **CITYWIDE (yes or no) (area)** ▪ **Project limits if applicable**	369 E. Mayes Street; Ward 7
7.	**Action implemented by:** ▪ **City Department** ▬ ▪ **Consultant** ☐	Department of Public Works
8.	**COST**	$36,000.00
9.	**Source of Funding** ▪ **General Fund** ☐ ▪ **Grant** ☐ ▪ **Bond** ☐ ▪ **Other** ▬	Infrastructure Modernization Tax Funds

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

10/28/2026

OFFICE OF THE CITY ATTORNEY

This **ORDER RATIFYING PROCUREMENT OF STORM SEWER REPAIRS AT 369 E. MAYES STREET BY THE DEPARTMENT OF PUBLIC WORKS FROM MATLOCK CONCRETE CONTRACTORS, LLC AND AUTHORIZING PAYMENT TO SAID VENDOR** is legally sufficient for placement in NOVUS Agenda.

Sondra O. Moncure

SONDRA MONCURE
Special Assistant to the City Attorney

10/28/26
DATE

Terry Williamson, *Legal Counsel* TSW

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: October 28, 2026

Agenda Item: **ORDER RATIFYING PROCUREMENT OF STORM SEWER REPAIRS AT 369 E. MAYES STREET BY THE DEPARTMENT OF PUBLIC WORKS FROM MATLOCK CONCRETE CONTRACTORS LLC AND AUTHORIZING PAYMENT TO SAID VENDOR**

Council Meeting: Regular Council Meeting, November 3, 2026

Purpose: To pay for urgent repairs to a failed City storm sewer at 369 E. Mayes Street

Cost: $36,000.00

Funding Source: Infrastructure Modernization Tax Funds
Schedule/Time: Payment will be placed on claims docket following ratification

Background: A City-owned storm sewer crossing the property at 369 E. Mayes Street failed and threatened to damage the foundation of the home on the property. Using the Purchasing Division's Quote Request Form, the Department of Public Works obtained quotes from Fortis Construction, LLC ($40,000.00) and Matlock Concrete Contractors LLC ($36,000.00). Matlock Concrete Contractors LLC performed the repairs, consisting of concrete curb replacement, three box covers, replacement of 150 feet of drain pipe, and clearance of the creek pathway. The work has been completed to the satisfaction of the Department of Public Works.

Because the Quote Request Forms did not describe the repairs being solicited and showed different quantities of materials for each vendor, the two quotes covered different scopes of work and could not be used as competitive quotes consistent with Mississippi purchasing law. Outages of the City's Munis system prevented the forms from being uploaded to and reviewed by the Purchasing Division, so the issue was not identified before the work was performed. Due to these exigent circumstances, the Department is requesting that the City Council ratify the procurement and authorize payment to Matlock Concrete Contractors LLC for the work performed at the Department's request.

The Department of Public Works recommends the ratification of and payment for this work. Please contact me if you have any questions.

Fortis Construction, LLC

QUOTE REQUEST FORM

****This is NOT a Purchase Order (PO)****

City of Jackson, Mississippi

Department of Finance and Administration – Purchasing Division

Requestor Information (City of Jackson) To be filled in by City of Jackson employees	
City of Jackson Employees: *Fill in the information below prior to submitting this Quote Request Form to vendors. You must also complete the required columns in the "Quote Information" table on page 3.*	
Type of Purchase:	☐Commodities, Repairs, or Equipment
	☐Construction – *construction projects ≥$5,000.001 must be approved by City Council and ~~generally~~ require a signed contract.*
	☐Services – *if you are procuring personal or professional services between $5,000.01-$75,000.00 you must fill in the "Scope of Work" table on Page 2.*
Requestor name:	CHANEKA THOMPSON
Position:	FISCAL OFFICER
Department:	Public Works
Division:	Administration
Address:	200 S President Street Suite 523 Jackson MS 39201
Email:	chanekat@jacksonms.gov
Phone #:	601-960-2091
Date quote/RFQ requested:	8/20/2026
Estimate date of delivery:	

Vendor Information (Business Information) To be filled in by vendors	
Vendors: *Fill in all sections of this table and the required information on the "Quote Terms" and "Quote Information" tables.*	
Business name:	FORTIS
Vendors' Certificate of Responsibility Number ("COR"):[1]	
City vendor # *(if applicable):*	
Street address:	120 CLIMATE DRIVE
City:	PEARL
State:	MS
Zip code:	39208
Email:	JEFFG@BRAVOBUZZ.COM
Phone #:	601-210-4700
Quote Terms To be filled in by vendors	
Quote/reference # *(if applicable):*	
Date quote submitted:	*8/20/2026*
Quote expiration date:	
Name of person submitting:	*Chaneka Thompson*
Phone # of person submitting:	*601-960-2091*
Email of person submitting:	*Chanekat@jacksonms.gov*

Scope of Work

To be filled in by City of Jackson Employees (only fill out if procuring personal or professional services)

City of Jackson Employees: *Fill in the information below prior to submitting this quote request form to vendors. You only need to provide vendors with a Scope of Work if you are procuring* ***personal and professional service.*** *Type in N/A if this section does not apply. Delete the instructions and prior to submitting this form to vendors.*

Scope of Work:

Instructions: *The Scope of Work should be clear and specific, enabling the offeror to precisely understand what is being requested and what work activities they will be responsible for if awarded the opportunity.*

Example Scope of Work: *The City requires a hosted cloud-based solution with 99.9% availability. We require access to all data, compliance with data retention/public records laws, and protection of sensitive data such as school layouts and utility infrastructures. We also expect regular updates to the software. Your tool should provide an intuitive, beautifully designed user experience. Drag-and-drop functionality for dashboard, process flow, and report customization would be preferred, as would automatic routing/upload of documents via Google email. Ideally, your tool will be consistent with the City's visual brand (details regarding the City's brand are available at www.gplexamplecity.gov/brandguidelines) and should be accessible for users with disabilities under ADA Title II (see WCAG2 and Section 508 for guidance). Your tool should be available on any web browser or mobile device. We require in-person training as part of implementation, using a "train-the-trainer" model, with electronic resources available moving forward. The ability to conduct additional training in-house, segmented by specific user groups (i.e., administrators, project managers, contractors) is key. Ongoing support throughout the deployment phases is also critical, as designated City staff will require help desk support to escalate technical issues.*

Key features can be summarized as follows:

- *Hosted solution*
- *Simple and intuitive user experience*
- *Availability on any web browser or mobile device*
- *Technical training and continued support*

Quote Information

City of Jackson Employees: *Complete the "description of items requested" and "quantity requested" columns below.*

***Vendors**: Complete the "item #," "unit price," and "total price" columns below after receiving the quote request form from the city.*				
Item #	**Description of items requested** *Product type, service type, repair request, etc.*	**Quantity requested** *# of units, measurements, etc.*	**Unit price**	**Total price** *Qty requested x unit price*
1	60 LINEAR FEET OF 24IN RCP/CURB REPLACEMENT/CREEK CLEARANCE		1	$40,000.00

Additional Comments or Media
Vendors: *Use this table if you need to provide additional comments or attach media.*

[i] The MS State Board of Contractors (MSBOC) requires a commercial contractor to hold a valid Certificate of Responsibility (COR) —also known as a state contractor's license—from the for more. If your project requires mechanical, electrical, or plumbing work exceeding the $50,000 threshold, those subcontractors must also hold a valid COR for their respective trades. The department should look up the vendor at

https://search.msboc.us/?_gl=1*1k9vguf*_gcl_au*MTYyMDk0MjY0MS4xNzgyMzIzNjAw and search for the contractor's license and attach proof of active license to this form.

Construction" means the process of building, altering, improving, renovating or demolishing a public structure, public building, or other public real property. It does not include routine operation, routine repair or regularly scheduled maintenance of existing public structures, public buildings or other public real property.

If you are unsure whether your project falls within the definition of construction, please contact the legal department for further assistance.

Matlock Concrete

Contractors, LLC

363 Reed Avenue
Jackson, Ms39206
Phone: (601) 813-1884

INVOICE	DATE
2020-2	9/25/2026

To:

City of Jackson
Jackson, MS 39206

DESCRIPTION OF WORK

369 Mayes Street
Jackson, MS
Replace three (3) box covers. Replace concrete curb and gutter.

ITEMIZED COSTS	QTY	UNIT PRICE	AMOUNT
Replace 3 box covers	1	$6000	$6000
Replace concrete curb/gutter	1	$6000	$6000
Labor	3	$2000	$6000
Materials	1	$7000	$7000
THANK YOU FOR YOUR BUSINESS!		TOTAL INVOICE:	$25,000.00

_____ NOTE: THIS ESTIMATE IS NOT A CONTRACT OR A BILL. IT IS OUR BEST GUESS AT THE TOTAL PRICE TO COMPLETE THE WORK STATED ABOVE, BASED UPON OUR INITIAL INSPECTION. IF PRICES CHANGE OR ADDITIONAL PARTS AND LABOR ARE REQUIRED, WE WILL INFORM YOU PRIOR TO PROCEEDING WITH THE WORK. TO SCHEDULE A TIME FOR US TO COMPLETE THE WORK, OR IF YOU HAVE ANY QUESTIONS, PLEASE CONTACT VERNON MATLOCK, 601-813-1884, PEEWEEMATLOCK@GMAIL.COM.

Matlock Concrete

Contractors, LLC

363 Reed Avenue
Jackson, Ms39206
Phone: (601) 813-1884

INVOICE	DATE
2020	9/25/2026
To:	

City of Jackson
Jackson, MS 39206

DESCRIPTION OF WORK
369 Mayes Street Jackson, MS Remove and replace 150 ft of drainpipes.

ITEMIZED COSTS	QTY	UNIT PRICE	AMOUNT
Remove and replace drainpipes	**1**	**$11,000**	**$11,000**
THANK YOU FOR YOUR BUSINESS!		**TOTAL INVOICE: $11,000.00**	

_____ NOTE: THIS ESTIMATE IS NOT A CONTRACT OR A BILL. IT IS OUR BEST GUESS AT THE TOTAL PRICE TO COMPLETE THE WORK STATED ABOVE, BASED UPON OUR INITIAL INSPECTION. IF PRICES CHANGE OR ADDITIONAL PARTS AND LABOR ARE REQUIRED, WE WILL INFORM YOU PRIOR TO PROCEEDING WITH THE WORK. TO SCHEDULE A TIME FOR US TO COMPLETE THE WORK, OR IF YOU HAVE ANY QUESTIONS, PLEASE CONTACT VERNON MATLOCK, 601-813-1884, PEEWEEMATLOCK@GMAIL.COM.

Matlock Concrete

QUOTE REQUEST FORM

This is NOT a Purchase Order (PO)

City of Jackson, Mississippi

Department of Finance and Administration – Purchasing Division

Requestor Information (City of Jackson) To be filled in by City of Jackson employees	
City of Jackson Employees: Fill in the information below prior to submitting this Quote Request Form to vendors. You must also complete the required columns in the "Quote Information" table on page 3.	
Type of Purchase:	☐ Commodities, Repairs, or Equipment ☐ Construction – *construction projects ≥$5,000.001 must be approved by City Council and ~~generally~~ require a signed contract.* ☐ Services – *if you are procuring personal or professional services between $5,000.01-$75,000.00 you must fill in the "Scope of Work" table on Page 2.*
Requestor name:	Chaneka Thompson
Position:	Fiscal Officer
Department:	Public Works
Division:	Administration
Address:	200 S President Street Suite 523 Jackson MS 39201
Email:	chanekat@jacksonms.gov
Phone #:	601-960-2091
Date quote/RFQ requested:	8/25/2026
Estimate date of delivery:	

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Vendor Information (Business Information) To be filled in by vendors	
Vendors: Fill in all sections of this table and the required information on the "Quote Terms" and "Quote Information" tables.	
Business name:	MATLOCK CONCRETE
Vendors' Certificate of Responsibility Number ("COR"):	
City vendor # *(if applicable)*:	400405
Street address:	333 MCTYRER AVE APT A-14
City:	JACKSON
State:	MS
Zip code:	39202
Email:	PEEWEEMATLOCK@GMAIL.COM
Phone #:	601-813-1884
Quote Terms To be filled in by vendors	
Quote/reference # *(if applicable)*:	#2020

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Date quote submitted:	8/25/2026
Quote expiration date:	
Name of person submitting:	Chaneka Thompson
Phone # of person submitting:	601-960-2091
Email of person submitting:	Chanekat@jacksonms.gov

Scope of Work

To be filled in by City of Jackson Employees (only fill out if procuring personal or professional services)

City of Jackson Employees: Fill in the information below prior to submitting this quote request form to vendors. You only need to provide vendors with a Scope of Work if you are procuring ***personal and professional service.*** *Type in N/A if this section does not apply.*

Scope of Work:

Instructions: *The Scope of Work should be clear and specific, enabling the offeror to precisely understand what is being requested and what work activities they will be responsible for if awarded the opportunity.*

Example Scope of Work: *The City requires a hosted cloud-based solution with 99.9% availability. We require access to all data, compliance with data retention/public records laws, and protection of sensitive data such as school layouts and utility infrastructures. We also expect regular updates to the software. Your tool should provide an intuitive, beautifully designed user experience. Drag-and-drop functionality for dashboard, process flow, and report customization would be preferred, as would automatic routing/upload of documents via Google email. Ideally, your tool will be consistent with the City's visual brand (details regarding the City's brand are available at www.gplexamplecity.gov/brandguidelines) and should be accessible for users with disabilities under ADA Title II (see WCAG2 and Section 508 for guidance). Your tool should be available on any web browser or mobile device. We require in-person training as part of implementation, using a "train-the-trainer" model, with electronic resources available moving forward. The ability to conduct additional training in-house, segmented by specific user groups (i.e., administrators, project managers, contractors) is key. Ongoing support throughout the deployment phases is also critical, as designated City staff will require help desk support to escalate technical issues.*

Key features can be summarized as follows:

- *Hosted solution*
- *Simple and intuitive user experience*
- *Availability on any web browser or mobile device*
- *Technical training and continued support*

Quote Information				
City of Jackson Employees: Complete the "description of items requested" and "quantity requested" columns below.				
Vendors: Complete the "item #," "unit price," and "total price" columns below after receiving the quote request form from the city.				
Item #	**Description of items requested** *Product type, service type, repair request, etc.*	**Quantity requested** *# of units, measurements, etc.*	**Unit price**	**Total price** *Qty requested x unit price*
1	Concrete curb, 3 box covers, replace 150ft of drain pipe and creek pathway clearance		1	$36,000.00

Additional Comments or Media
Vendors: *Use this table if you need to provide additional comments or attach media.*

[1] The MS State Board of Contractors (MSBOC) requires a commercial contractor to hold a valid Certificate of Responsibility (COR) —also known as a state contractor's license—from the for more. If your project requires mechanical, electrical, or plumbing work exceeding the $50,000 threshold, those subcontractors must also hold a valid COR for their respective trades. The department should look up the vendor at https://search.msboc.us/?_gl=1*1k9yguf*_gcl_au*MTYyMDk0MjY0MS4xNzgyMzIzNjAw and search for the contractor's license and attach proof of active license to this form.

Construction" means the process of building, altering, improving, renovating or demolishing a public structure, public building, or other public real property. It does not include routine operation, routine repair or regularly scheduled maintenance of existing public structures, public buildings or other public real property.

If you are unsure whether your project falls within the definition of construction, please contact the legal department for further assistance.

25

ORDER AUTHORIZING THE MAYOR TO EXECUTE A THIRD ADDENDUM TO THE PRELIMINARY ENGINEERING SERVICES CONTRACT WITH STANTEC CONSULTING SERVICES, INC. TO EXTEND THE CONTRACT TERM TO JUNE 30, 2027, FOR THE TRAIL ALONG THE ABANDONED LITTLE J RAILROAD AT UTICA STREET FROM HIGHWAY 80 TO VALLEY STREET, DHP-8276-00(003)LPA/104587-813000, HINDS COUNTY

WHEREAS, this Order allows the Mayor to sign a third addendum to the City's engineering contract with Stantec Consulting Services, Inc. ("Stantec") for the Little J Trail project. The addendum extends the end date of the contract by six months, to June 30, 2027, so the contract stays in place while the City decides how to move forward with the project; and

WHEREAS, the City entered into a Preliminary Engineering Services Contract with Stantec for the Trail Along the Abandoned Little J Railroad at Utica Street from Highway 80 to Valley Street, DHP-8276-00(003)LPA/104587-813000, Hinds County, on September 28, 2023; and

WHEREAS, the contract has been extended by prior addenda, most recently by a second addendum that set the termination date of the contract at December 31, 2026; and

WHEREAS, Stantec has completed the design of the project; and

WHEREAS, due to the change in administrations, the City continues to reevaluate priorities and budgets to determine the feasibility of existing projects and their fit with the current long-range plans; and

WHEREAS, the proposed third addendum would amend the termination date of the contract from December 31, 2026 to June 30, 2027, at 11:59 p.m.; and

WHEREAS, the proposed third addendum does not change the compensation payable to Stantec under the contract, and all other terms and conditions of the contract remain unchanged; and

WHEREAS, the Department of Public Works recommends that the City approve the proposed third addendum to the contract with Stantec.

IT IS, THEREFORE, ORDERED the Mayor is authorized to execute a third addendum to the Preliminary Engineering Services Contract with Stantec Consulting Services, Inc. for the Trail Along the Abandoned Little J Railroad at Utica Street from Highway 80 to Valley Street, DHP-8276-00(003)LPA/104587-813000, Hinds County, extending the contract term to June 30, 2027, at 11:59 p.m., at no additional cost to the City, consistent with the terms set forth in this Order.

Agenda Item # 25
November 3, 2026
ANDERSON, HORHN

Department of Public Works

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

John Horhn
Mayor of the City of Jackson

Council Agenda Item Memorandum

To: Hon. John Horhn, Mayor

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

Date: October 27, 2026

Background:

Attached is an agenda item that would authorize the Mayor to execute a third Addendum to the Preliminary Engineering Services Contract with Stantec Consulting Services, Inc. for the Little J Trail project.

The proposed third Addendum extends the contract time from December 31, 2026 to June 30, 2027, at 11:59 p.m., at no additional cost to the City. The proposed trail would traverse a portion of the abandoned Little J Railroad line from Utica Street at Highway 80 to Valley Street. Stantec has completed the design of the project. Due to the change in administrations, the City continues to reevaluate priorities and budgets to determine the feasibility of existing projects and their fit with the current long-range plans.

I am recommending this addendum to keep the contract in effect while that reevaluation is completed.

If you have any questions, or require additional information, please do not hesitate to contact me.

CITY COUNCIL AGENDA ITEM DATA SHEET
October 27, 2026

	POINTS	COMMENTS
1.	**Brief Description/Purpose**	**ORDER AUTHORIZING THE MAYOR TO EXECUTE A THIRD ADDENDUM TO THE PRELIMINARY ENGINEERING SERVICES CONTRACT WITH STANTEC CONSULTING SERVICES, INC. TO EXTEND THE CONTRACT TERM TO JUNE 30, 2027, FOR THE TRAIL ALONG THE ABANDONED LITTLE J RAILROAD AT UTICA STREET FROM HIGHWAY 80 TO VALLEY STREET, DHP-8276-00(003)LPA/104587-813000, HINDS COUNTY**
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	This item addresses Items 5, 6 and 7.
3.	**Who will be affected**	Residents of the City seeking outdoor activities
4.	**Benefits**	Provides an additional segment to Jackson's network of trails
5.	**Schedule (beginning date)**	Upon signature of Addendum
6.	**Location:** ▪ **WARD** ▪ **CITYWIDE (yes or no) (area)** ▪ **Project limits if applicable**	Ward 5
7.	**Action implemented by:** ▪ **City Depar[redacted]nt** ▪ **Consultant [redacted]**	This project was implemented by the Engineering Division of the Department of Public Works and Stantec Consulting Services, Inc.
8.	**COST**	N/A (Contract extension)
9.	**Source of Funding** ▪ **General Fu[redacted]** ▪ **Grant** ☐ ▪ **Bond** ☐ ▪ **Other** ☐	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 ATTORNEY

10/28/2026

This **ORDER AUTHORIZING THE MAYOR TO EXECUTE A THIRD ADDENDUM TO THE PRELIMINARY ENGINEERING SERVICES CONTRACT WITH STANTEC CONSULTING SERVICES, INC. TO EXTEND THE CONTRACT TERM TO JUNE 30, 2027, FOR THE TRAIL ALONG THE ABANDONED LITTLE J RAILROAD AT UTICA STREET FROM HIGHWAY 80 TO VALLEY STREET, DHP-8276-00(003)LPA/104587-813000, HINDS COUNTY** is legally sufficient for placement in NOVUS Agenda.

Sondra O. Moncure

SONDRA MONCURE
Special Assistant to the City Attorney

10/28/26
DATE

Terry Williamson, *Legal Counsel*

ADDENDUM TO EXTEND TIME
LPA PROFESSIONAL SERVICES CONTRACT
BY AND BETWEEN
City of Jackson
& Stantec Consulting Services Inc.

This Addendum is made a part of that Professional Services Contract entered into by and between ***City of Jackson*** (known as the "LPA") and ***Stantec Consulting Services Inc.*** (Known as the "CONSULTANT"), whose address is ***2600 Lakeland Terrace, Suite 200, Jackson, MS 39216*** signed by CONSULTANT on ***February 8, 2023***, and signed by LPA on ***September 28, 2023.***

WHERAS, in consideration of the agreement of the Parties hereto to modify the original Professional Services Contract between them, the ***City of Jackson*** and ***Stantec Consulting Services Inc.***, do by entering into this Addendum mutually agree to amend ARTICLE III. CONTRACT TERM of the original contract as aforedescribed herein, in order to extend the Contract Term or period of performance of the Professional Services Contract for an additional ***six (6) months***, and said Professional Services Contract is amended as set out below:

> ARTICLE III. CONTRACT TERM: The CONTRACT ending date as shown in this Article for ***Stantec Consulting Services Inc.*** for ***Utica Street from Highway 80 to Valley Street, Project Number DHP-8276-00(003)LPA/104587-813000, Hinds County*** will change from ***December 31, 2026, at 11:59 pm*** to ***June 30, 2027, at 11:59 pm.***

Except as provided herein, all other terms and conditions set forth in the original Professional Services Contract of the parties, and not in conflict with this Addendum, shall remain in full force and effect.

WITNESS this my signature in execution hereof, this the _____ day of _____ 20__.

_____
John A. Horhn, Mayor

WITNESS this my signature in execution hereof, this the 5th day of October 2026.

_____
Bradley Fletcher, PE, Principal

Attested By:

_____

Address: 2600 Lakeland Terrace Suite 200
Jackson MS 39216

DRAFT

26

OFFICE OF THE CITY ATTORNEY
10/22/2026

ORDER AUTHORIZING THE PETTY CASH FUND FOR THE OFFICE OF THE CITY ATTORNEY FOR THE REMAINING OF FISCAL YEAR 2026-2027

WHEREAS, Section 7-7-60 of the Miss. Code Ann. as amended, provides "[a] petty cash fund for offices within the county, municipality or board of education may be established in accordance with regulations set forth by the State Auditor's office"; and

WHEREAS, according to the "Routine Petty Cash Fund Procedures" in the 2022 Municipal Audit and Accounting Guide, the municipal governing authorities may authorize a petty cash fund. The authorization must be spread upon the minutes and include:

(1) Reasons for establishing the fund;
(2) Purposes for which fund money may be spent;
(3) The dollar amount of the fund;
(4) Custodian(s); and
(5) Any special provisions, such as the use of depository account(s).

WHEREAS, the Office of the City Attorney is requesting a Petty Cash Fund in the amount of $1000.00 for payments of filing of deeds, UPS certified mails, keys, maps, copying and other necessary items; and

WHEREAS, Section 25-80-5(30), Attorney General opined that the phrase "documents for filing as public records" in Section 25-60-5(1) refers to all documents for which a fee is charged for filing by municipal or county public officials or employees. *MS AG Op.*, *Hilliard* (May 31, 1996). The statute applies only to records for which a fee is charged for filing, such as building permits, deeds and court records; and

WHEREAS, it is necessary to have funds available to accommodate last minute necessary filings or mailing certified documents.

WHEREAS, the Executive Office Administrator will be designated as the custodian of said funds for the Office of the City Attorney; and

WHEREAS, the State Auditor's Office petty cash funds regulations require the governing authorities to authorize the petty cash funds on an annual basis, and

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November 3, 2026
(D.Martin, Horhn)

the custodian of the petty cash fund must be bonded and will be responsible at all times for the funds and purchases of the petty cash fund; and

WHEREAS, the Office of the City Attorney recommends that the governing authorities for the city of Jackson authorize the petty cash fund in an amount not to exceed $1000.00 for fiscal year 2026-2027 to cover the cost of filing of deeds, UPS certified mails, keys, maps, copying and other necessary items for the legal division.

IT IS THEREFORE, ORDERED that the governing authorities for the city of Jackson authorize the petty cash fund for the Office of the City Attorney in an amount not to exceed $1000.00 for fiscal year 2026-2027, with Yolanda Manogin being designated as Custodian.

MEMORANDUM

TO: Mayor John Horhn

FROM: City Attorney

DATE: October 22, 2026

RE: Petty Cash Fund

The Office of the City Attorney is requesting a Petty Cash Fund of $1000.00 to cover expenses such as filing court documents, deeds, UPS certified mail, keys, maps, copying, and other necessary items to support the Litigation and Transactional Division.

The State Auditor's Office's petty cash funds regulations require governing authorities to authorize these funds annually. Additionally, the custodian must be bonded and responsible at all times for the funds and their purchases.

The Office of the City Attorney recommends that the governing authorities for the City of Jackson authorize the petty cash fund in an amount not to exceed $1000.00 for the fiscal year 2026-2027 to cover the cost of filing court documents, deeds, UPS certified mail, keys, maps, copying, and other necessary items to support the Litigation and Transactional Division.

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

	POINTS	COMMENTS
1.	**Brief Description/Purpose**	**ORDER AUTHORIZING PETTY CASH FUND FOR THE OFFICE OF THE CITY ATTORNEY**
2.	**Purpose**	Cover expenses necessary to support Litigation and Transactional Division (UPS certified mail, keys, maps, filing court documents, deeds, copying etc.)
3.	**Who will be affected**	Office of the City Attorney
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** ☐	Office of the City Attorney
8.	**COST**	$1000 annually
9.	**Source of Funding** ▪ **General Fund** ☐ ▪ **Grant** ☐ ▪ **Bond** ☐ ▪ **Other** ☐	See Section 7-7-60 of Miss Code Ann.
10	**EBO participation (not applicable)**	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 ATTORNEY
10/20/2026

OFFICE OF THE CITY ATTORNEY

This **ORDER AUTHORIZING THE PETTY CASH FUND FOR THE OFFICE OF THE CITY ATTORNEY FOR THE REMAINING OF FISCAL YEAR 2026-2027** is legally sufficient for placement in NOVUS Agenda.

Sondra O. Moncure

Sondra Moncure, *Special Assistant*

10/21/26
DATE

Kiana Foster, *Sr. Deputy City Attorney* KF

PETTY CASH FUNDS

Section 7-7-60 provides authority for municipalities to operate petty cash funds in accordance with regulations set forth by the Office of the State Auditor.

Special procedures are required to establish and operate a petty cash fund to account for the procurement of evidence. The purpose of these special procedures is to provide a method to make expenditures without compromising the confidential nature of related criminal investigations.

The following official regulations are prescribed for the establishment and operation of petty cash funds. These regulations include "Routine Petty Cash Fund Procedures"; and special regulations for "Petty Cash Fund to Account for Procurement of Evidence."

Routine Petty Cash Fund Procedures

Establishment of a Petty Cash Fund

A petty cash fund may be authorized by the municipal governing authorities. The authorization must be spread upon the minutes and include:

Reasons for establishing the fund
Purposes for which fund money may be spent (must be legal)
The dollar amount of the fund
Custodian(s)
Any special provisions, such as the use of a depository (bank) account(s)

This authorization will serve as authority for the municipal clerk to transfer the money to the custodian ("Named Custodian, Department Head, etc."). All petty cash funds must be accounted for within the municipal accounting records for cash balances.

Establishing a petty cash fund does not change how money may be legally spent. The cash in a petty cash fund may only be authorized to be spent for those purposes that are available to its source fund and budget. Further, all procedural laws for the expenditure of public funds (such as purchase laws) must be complied with. This means reimbursements may only be made for disbursements that could have been made by the source fund, are within the budget of the authorized department(s), and have been made in accordance with state laws (purchasing, etc.).

Reimbursements to a Petty Cash Fund

Requests for reimbursements may be made by the custodian. For each month when disbursements are made from the petty cash fund, a request for reimbursement must be prepared by the custodian and submitted as a claim to be considered by the governing authority. The request for reimbursement must include a summary of expenditures on the "Voucher for Reimbursement of Petty Cash Disbursements" along with related invoices and explanations for disbursements made by the petty cash fund. Reimbursements shall be charged to the appropriate department's budget and made by municipal warrant, as with the payment of other claims. Reimbursements are then placed into the petty cash fund.

Other Petty Cash Requirements

The custodian of a petty cash fund must be bonded (as required by law to handle cash) and will be responsible at all times for the funds and purchases of the petty cash fund. Note: A surety bond for an employee's position (such as for police officers) may not cover handling cash. A separate bond may be required to handle cash for petty cash purposes.

The amount of cash in the fund paid for invoices and explanations for proper expenditures must always equal the total amount authorized to be in the petty cash fund.

There must be an accounting for the petty cash fund at the end of each fiscal year. This means the account should be closed out on the last day of the fiscal year and reissued for the next fiscal year. In circumstances where closeout is not practical, a cash count by the municipal auditor or other independent person and a verified reimbursement request for disbursed cash will be an acceptable alternative. This accounting is necessary to ensure that funds are on hand and that disbursements are recorded within the proper fiscal year's budget. The governing authorities of the municipality and the municipal auditor may also require an accounting at any time.

The governing authority must authorize the petty cash fund on an annual basis.

Prescribed Form

Following is the prescribed "Voucher for Reimbursement of Petty Cash Disbursements." The custodian must list the items, and amounts claimed on the voucher. The municipal clerk (accounting/bookkeeping department) must verify the amounts and insert proper classification of expenditure codes for budgetary control. Another form design or electronic record may be substituted for this form, provided documentation and authorizations are equivalent.

VOUCHER FOR REIMBURSEMENT OF PETTY CASH DISBURSEMENTS

From: _____
To: _____
_____

DEPARTMENT:

Item	Amount	Verification Accounting Code	Amount
	$		$
Total Amount Claimed	$	Total Amount Verified	$

I certify that the above amount claimed for petty cash disbursements for the period indicated is correct and that payment for any part thereof has not been received.

_____
Custodian Signature

_____
Verified By

Note: Attach all petty cash support (invoices, tickets, explanation, etc.) to the upper left corner of the voucher. Every item must be supported.

Petty Cash Fund to Account for Procurement of Evidence Requirements

During the course of procuring evidence, disbursements of a confidential nature may be required. However, the disbursement of public funds requires accountability. To maintain accountability and confidentiality, the following procedures should be followed:

Availability of Funds - Funds available for general law enforcement purposes may be used for procuring evidence. These include, but are not limited to, money from the general fund, Section 41-29-181 forfeitures, and Section 99-27-37 fine proceeds.

Appropriation of Funds - Appropriations for this purpose should be included in the law enforcement agency's budget(s).

Purpose of Funds - Such funds may be disbursed for, but are not limited to; disbursements related to surveillance, the purchase of investigative equipment, purchase of samples to be used as evidence, purchase of information pertaining to an investigation, and the defraying of living expenses of persons specially employed in investigations.

Disbursement of Funds - In order to maintain confidentiality, petty cash funds must be authorized by the law enforcement agency's governing authority:

A petty cash fund must be established in accordance with the Office of the State Auditor's regulations.

Confidential Record – Disbursements from the petty cash funds must be accounted for in a confidential record. This record must show the following information.

Each transaction
Amount paid
To whom paid
Date paid
Purpose of the transaction
Case number
Such other information as may be necessary to justify the transaction

The record must be available to persons designated by the Office of the State Auditor.

Other Requirements:
Disbursements from the petty cash funds must be made in accordance with purchase law bidding requirements. (Purchases of evidence and undercover living expenses do not require bids.)

Confidential disbursements may be supported with a summary of the total amounts spent. These amounts must be defined in sufficient detail to be charged against the appropriate budget items (supplies, contractual services, and charges or capital outlay).

Non-confidential disbursements must be supported with invoices or other evidence of justification for the expenditure, the same as for routine petty cash funds.

Equipment purchases must be recorded on the municipal fixed asset inventory and tagged appropriately.

West's Annotated Mississippi Code
Title 7. Executive Department
Chapter 7. State Fiscal Officer; Department of Audit
Article 1. State Fiscal Officer (Refs & Annos)

Miss. Code Ann. § 7-7-60

§ 7-7-60. Particular funds for petty cash

Currentness

A petty cash fund for offices within the county, municipality or board of education may be established in accordance with regulations set forth by the State Auditor's office.

Credits
Laws 1985, Ch. 425, § 11, eff. from and after passage (approved March 26, 1985).

Miss. Code Ann. § 7-7-60, MS ST § 7-7-60
The Statutes and Constitution are current with laws from the 2026 Regular and First Extraordinary Sessions effective through July 17, 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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RESOLUTION URGING THE MAYOR TO PURSUE NEGOTIATION OF A PROFESSIONAL SERVICES AGREEMENT WITH MORRIS AND MCDANIELS, INC., TO DEVELOP, ADMINISTER, AND MANAGE A TESTING AND ASSESSMENT PROCESS FOR THE RANKS OF FIRE LIEUTENANT DRIVER OPERATOR, FIRE CAPTAIN, AND DISTRICT FIRE CHIEF, AND TO SUBMIT THE PROPOSED AGREEMENT TO THE CITY COUNCIL FOR CONSIDERATION.

WHEREAS, protecting the public health, safety, and welfare of the citizens of the City of Jackson is of significant importance; and

WHEREAS, the Jackson Fire Department ("JFD") has vacancies in the ranks of Fire Lieutenant Driver Operator, Fire Captain, and District Fire Chief; and

WHEREAS, the City Council last approved testing services by Morris and McDaniels, Inc., for these ranks on April 12, 2022; and

WHEREAS, conducting a testing and assessment process would assist JFD in filling these vacancies and maintaining effective leadership and operational readiness; and

WHEREAS, the proposed services associated with developing, conducting, and managing the three (3) assessment centers would require funding in the amount of $207,850.00; and

WHEREAS, pursuing a professional services agreement for these services would support JFD's promotional process and serve the best interests of the citizens of the City of Jackson.

NOW, THEREFORE, BE IT RESOLVED that the Jackson City Council urges the Mayor to pursue negotiation of a professional services agreement with Morris and McDaniels, Inc., for the development, administration, and management of the testing and assessment process for the aforementioned ranks, subject to applicable procurement and civil service requirements, and to submit the proposed agreement, including its cost and proposed funding source, to the City Council for consideration.

BE IT FURTHER RESOLVED that the Jackson City Council encourages the Department of Finance and Administration to identify available funding in the amount of $207,850.00 for payment to Morris and McDaniels, Inc., for services associated with developing, conducting, and managing the three (3) assessment centers, subject to applicable budgetary, procurement, and contract approval requirements.

Agenda Item # 27
November 3, 2026
(Clay)

28

RESOLUTION ADOPTING THE CITY OF JACKSON BLIGHT MANAGEMENT AND NEIGHBORHOOD RECOVERY MASTER PLAN, VERSION 1.8

WHEREAS, vacant and deteriorating properties, illegal dumping, unsafe structures, overgrown lots, and related conditions adversely affect public safety, neighborhood stability, quality of life, property values, and economic development; and

WHEREAS, the Jackson City Council, through its Blight Task Force and in collaboration with City departments, developed and refined the Master Plan with foundational planning support from the U.S. Department of Housing and Urban Development (HUD); research and policy-analysis support from Jackson State University's Mississippi Urban Research Center (MURC); GIS and planning assistance from the Central Mississippi Planning and Development District (CMPDD); and input from community, governmental, and technical partners; and

WHEREAS, the Master Plan establishes a coordinated citywide framework for blight reduction, neighborhood recovery, housing stabilization, property maintenance, responsible land reuse, and long-term reinvestment;

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

SECTION 1. The City Council hereby adopts the Blight Management and Neighborhood Recovery Master Plan, Version 1.8, dated October 27, 2026, as the City's policy and planning framework for coordinated neighborhood recovery, as attached as Exhibit A.

SECTION 2. Implementation shall proceed through the appropriate City departments and established administrative processes, subject to applicable law, available resources, budget authority, and required approvals. The Master Plan may also be used, as appropriate, to support future grant applications, funding requests, partnerships, and related neighborhood-recovery initiatives.

SECTION 3. Adoption of the Master Plan does not, by itself, appropriate funds, amend the City Code, authorize entry onto private property or demolition, or create enforcement authority not otherwise provided by law.

SECTION 4. The Master Plan is intended to be a living document. Its data, maps, priorities, operating methods, work sequencing, implementation procedures, and other technical or administrative components may be updated as conditions and experience warrant, provided such updates remain consistent with the policy framework established by this Resolution and applicable law. Any action that otherwise requires an ordinance, appropriation, or separate approval of the City Council shall continue to require such approval.

SO RESOLVED, this _____ day of November 2026.

_____

Agenda Item # 28
November 3, 2026
(Hartley, Foote)