

BE IT REMEMBERED that a Regular Meeting of the City Council of Jackson, Mississippi, was convened at City Hall at 6:00 p.m. on October 15, 2019, being the third Tuesday of said month, when and where the following things were had and done to wit:

Present: Council Members: Virgi Lindsay, Council President, Ward 7; De'Keither Stamps, Vice President, Ward 4; Ashby Foote, Ward 1; Melvin Priester, Jr., Ward 2; Charles Tillman, Ward 5 and Aaron Banks, Ward 6. Directors: Chokwe Antar Lumumba, Mayor; Angela Harris, Deputy City Clerk, Allice Lattimore, Deputy City Clerk; Sabrina Shelby, Deputy City Clerk and Timothy Howard, City Attorney.

Absent: Kenneth Stokes, Ward 3.

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

The invocation was offered by **Elder C.J. Bolton** of Liberal Trinity Church of God in Christ.

The Council recited the Pledge of Allegiance.

President Lindsay requested that Agenda Items No. 46, 47, 48, 49 and 45 be moved forward on the Agenda. Hearing no objections, the Clerk read the following:

President Lindsay recognized **Council Member Priester** who presented a **RESOLUTION OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI HONORING AND COMMENDING MS. RAVEN LOWE FOR HER ACADEMIC ACHIEVEMENTS AND OFFERING SUPPORT ON BEHALF OF THE BERWOOD NEIGHBORHOOD ASSOCIATION**. Accepting the Resolution with appropriate remarks was **Ms. Raven Lowe**.

President Lindsay presented a **RESOLUTION OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI HONORING AND RECOGNIZING THE SEVENTY FIFTH ANNIVERSARY OF THE MISSISSIPPI SYMPHONY ORCHESTRA**. Accepting the Resolution with appropriate remarks were **Michael Beattie** and **Nora Frances McRae**.

President Lindsay recognized **Council Member Banks** who presented on behalf of **Council Member Stokes** a **RESOLUTION OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI HONORING AND COMMENDING ELDER C.J. BOLTON, AN OUTSTANDING CHRISTIAN PASTOR AND SPIRITED LEADER**. Accepting the Resolution with appropriate remarks was **Elder C.J. Bolton**.

President Lindsay recognized **Council Member Stamps** who presented on behalf of **Council Member Stokes** a **RESOLUTION OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI HONORING AND COMMENDING MRS. GEORGE ETHEL CATCHINGS COLEMAN, A RENOWNED CITIZEN AND PIONEER**. Accepting the Resolution with appropriate remarks was **Mrs. George Ethel Catchings Coleman**.

President Lindsay recognized **Mayor Chokwe Antar Lumumba** who presented a **PROCLAMATION RECOGNIZING OCTOBER 20TH THRU OCTOBER 26TH AS NATIONAL LEAD BASED PAINT PREVENTION WEEK.** Accepting the Proclamation with appropriate remarks were **Mary Manogin** and **Kathryn Lee.**

President Lindsay requested that Agenda Items No. 18, 19 and 21 be moved forward on the Agenda. Hearing no objections, the Clerk read the following:

ORDER AUTHORIZING THE MAYOR TO APPOINT VONDA REEVES TO THE JACKSON REDEVELOPMENT AUTHORITY (JRA) BOARD.

WHEREAS, the Jackson Redevelopment Authority Board consists of seven (7) members nominated by the Mayor for a term of five (5) years; and

WHEREAS, the term has expired for the Ward 6 representative, leaving a vacancy for that seat; and

WHEREAS, Ms. Vonda Reeves of Ward 6, after evaluation of her qualifications, has been nominated by the Mayor to fill this vacancy.

IT IS, THEREFORE, ORDERED that the Mayor's appointment of Vonda Reeves to the Jackson Redevelopment Authority Board be confirmed with said term to expire August 13, 2025.

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

President Lindsay recognized **Mayor Chokwe Antar Lumumba** who provided a brief presentation on the qualifications of **Vonda Reeves** for consideration to the Jackson Redevelopment Authority (JRA) Board. **Vonda Reeves** read her personal statement, and answered questions posed to her by Council Members.

President Lindsay recognized **Timothy Howard**, City Attorney, who stated that an amendment was needed to change the term expiration date from August 13, 2025 to August 13, 2021.

Council Member Priester moved, seconded by **Council Member Foote** to amend said item to reflect the changes stated by **Attorney Howard.** The motion prevailed by the following vote:

Yeas- Banks, Foote, Lindsay, Priester, Stamps and Tillman.
Nays- None.
Absent- Stokes.

Thereafter, **President Lindsay** called for a vote on said item as amended:

ORDER AUTHORIZING THE MAYOR TO APPOINT VONDA REEVES TO THE JACKSON REDEVELOPMENT AUTHORITY (JRA) BOARD.

WHEREAS, the Jackson Redevelopment Authority Board consists of seven (7) members nominated by the Mayor for a term of five (5) years; and

WHEREAS, the term has expired for the Ward 6 representative, leaving a vacancy for that seat; and

WHEREAS, Ms. Vonda Reeves of Ward 6, after evaluation of her qualifications, has been nominated by the Mayor to fill this vacancy.

IT IS, THEREFORE, ORDERED that the Mayor's appointment of Vonda Reeves to the Jackson Redevelopment Authority Board be confirmed with said term to expire August 13, 2021.

Yeas- Banks, Foote, Lindsay, Priester, Stamps and Tillman.
Nays- None.
Absent- Stokes.

Council Member Priester left the meeting.

ORDER APPOINTING SHAWN COCHRAN TO THE JACKSON CONVENTION AND VISITORS BUREAU AS THE HOTEL COMMUNITY REPRESENTATIVE.

WHEREAS, during the 2019 Mississippi Legislative Session, local and private legislation, namely House Bill 1706, was signed into law, which allows for the reconstitution of the Jackson Convention and Visitors Bureau; and

WHEREAS, the terms of the current members of the Jackson Convention and Visitors Bureau expired on July 1, 2019; and

WHEREAS, thereafter the bureau shall consist of nine (9) members, who shall be appointed, qualify and take office within ninety (90) days after July 1, 2019, and the appointments to the bureau and, if applicable, the initial terms of the appointments made on or after July 1, 2019, shall be as follows: (a) the two (2) hotel/motel members representing hotel or motel properties located within the city limits of Jackson, Mississippi, who are members of the Capital Center Convention Center Commission; (b) the two (2) restaurant members appointed who are members of the Capital Center Convention Center Commission; (c) one (1) member representing the business community in the City of Jackson appointed by the mayor with confirmation by the council for a term of two (2) years. This member and his or her successors shall be appointed by the mayor with confirmation by the council after being selected from a panel of two (2) names submitted by the Jackson Chamber of Commerce the Jackson Convention and Visitors Bureau consist of nine (9) members, for a term of five (5) years; (d) One (1) member representing the arts community in the City of Jackson appointed by the mayor with confirmation by the council for a term of two (2) years; (e) One (1) member representing the education community appointed by the mayor with confirmation by the council for a term of four (4) years; (f) One (1) member representing the attractions industry in the City of Jackson appointed by the mayor with confirmation by the council for a term of two (2) years. This member and his or her successors shall be residents of the City of Jackson appointed by the mayor with confirmation by the council after being selected from a panel of two (2) names submitted by the Metro Jackson Attractions Association; (g) One (1) at-large member appointed by the mayor with confirmation by the council for a term of four (4) years; and

WHEREAS, Shawn Cochran, after evaluation of his qualifications, has been nominated by the Mayor to fill said vacancy on the bureau as the arts community representative.

IT IS THEREFORE ORDERED that the Mayor's nomination of Shawn Cochran to the Jackson Convention and Visitors Bureau be confirmed with said term to expire July 1, 2021.

Council Member Tillman moved adoption; Council Member Banks seconded.

President Lindsay recognized Mayor Chokwe Antar Lumumba who provided a brief presentation on the qualifications of Shawn Cochran for consideration to the Jackson Convention and Visitors Bureau as the Education Community Representative. Shawn Cochran read his personal statement, and answered questions posed to him by Council Members.

Thereafter, President Lindsay called for a vote on said item:

Yeas- Banks, Foote, Lindsay, Stamps and Tillman.
Nays- None.
Absent- Priester and Stokes.

ORDER APPOINTING MICHAEL BURTON TO THE JACKSON CONVENTION AND VISITORS BUREAU AS THE HOTEL COMMUNITY REPRESENTATIVE.

WHEREAS, during the 2019 Mississippi Legislative Session, local and private legislation, namely House Bill 1706, was signed into law, which allows for the reconstitution of the Jackson Convention and Visitors Bureau; and

WHEREAS, the terms of the current members of the Jackson Convention and Visitors Bureau expired on July 1, 2019; and

WHEREAS, thereafter the bureau shall consist of nine (9) members, who shall be appointed, qualify and take office within ninety (90) days after July 1, 2019, and the appointments to the bureau and, if applicable, the initial terms of the appointments made on or after July 1, 2019, shall be as follows: (a) the two (2) hotel/motel members representing hotel or motel properties located within the city limits of Jackson, Mississippi, who are members of the Capital Center Convention Center Commission; (b) the two (2) restaurant members appointed who are members of the Capital Center Convention Center Commission; (c) one (1) member representing the business community in the City of Jackson appointed by the mayor with confirmation by the council for a term of two (2) years. This member and his or her successors shall be appointed by the mayor with confirmation by the council after being selected from a panel of two (2) names submitted by the Jackson Chamber of Commerce the Jackson Convention and Visitors Bureau consist of nine (9) members, for a term of five (5) years; (d) One (1) member representing the arts community in the City of Jackson appointed by the mayor with confirmation by the council for a term of two (2) years; (e) One (1) member representing the education community appointed by the mayor with confirmation by the council for a term of four (4) years; (f) One (1) member representing the attractions industry in the City of Jackson appointed by the mayor with confirmation by the council for a term of two (2) years. This member and his or her successors shall be residents of the City of Jackson appointed by the mayor with confirmation by the council after being selected from a panel of two (2) names submitted by the Metro Jackson Attractions Association; (g) One (1) at-large member appointed by the mayor with confirmation by the council for a term of four (4) years; and

WHEREAS, Michael Burton, after evaluation of his qualifications, has been nominated by the Mayor to fill said vacancy on the bureau as the hotel community representative.

IT IS THEREFORE ORDERED that the Mayor's nomination of Michael Burton to the Jackson Convention and Visitors Bureau be confirmed with said term to expire July 1, 2021.

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

President Lindsay recognized **Mayor Chokwe Antar Lumumba** who provided a brief presentation on the qualifications of **Michael Burton** for consideration to the Jackson Convention and Visitors Bureau as the Hotel Community Representative. **Michael Burton** read his personal statement, and answered questions posed to him by Council Members.

Thereafter, **President Lindsay** called for a vote on said item:

Yeas- Banks, Foote, Lindsay, Stamps and Tillman.

Nays- None.

Absent- Priester and Stokes.

President Lindsay requested that Agenda Item No. 4, Public Hearing be moved forward on the Agenda:

ORDINANCE OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI ESTABLISHING THE RENAMING OF BANKS STREET (FROM ROSE STREET TO ST. LUTHER BAPTIST CHURCH) TO REVEREND CHARLES E. POLK, SR. DRIVE.

President Lindsay recognized **Reverend Charles Polk, Jr.** who spoke in support of the renaming of Banks Street to Reverend Charles E. Polk, Sr. Drive.

There was no opposition from the public.

President Lindsay requested that Agenda Item No. 13 be moved forward on the Agenda. Hearing no objections, the Clerk read the following:

ORDINANCE OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI ESTABLISHING THE RENAMING OF BANKS STREET (FROM ROSE STREET TO ST. LUTHER BAPTIST CHURCH) TO REVEREND CHARLES E. POLK, SR. DRIVE.

WHEREAS, the late Reverend Charles E. Polk, Sr., is a prominent Pastor, Man of God, Civil Rights activist and pillar of the community; and

WHEREAS, Reverend Charles E. Polk, Sr. has led the congregation of St. Luther Baptist Church from a small footprint to a beautiful edifice, making a bold statement for the Christian community in West Jackson; and

WHEREAS, it is in the best interest of the citizens of the City of Jackson that this distinguished citizen and community leader be honored with this street designation in his honor.

NOW, THEREFORE, BE IT ORDAINED:

Section 1: That Banks Street from Rose Street to St. Luther Baptist Church be renamed to Reverend Charles E. Polk, Sr. Drive.

Section 2: That the City Clerk shall transmit a certified copy of this Ordinance to the Director of the Mississippi State Highway Department.

Section 3: That the City engineer is hereby authorized and directed to make appropriate revision to the official map of the City of Jackson, Mississippi, to reflect the official renaming of said street.

Section 4: That the City Clerk shall notify the United States Postal Service, Public Safety Communication Division, and other appropriate City departments, and all other necessary parties of the official renaming of said street.

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

Yeas- Banks, Foote, Lindsay, Stamps and Tillman.

Nays- None.

Absent- Priester and Stokes.

There came on for consideration, Agenda Item No. 2, Public Hearing:

ORDER REQUESTING THE CITY COUNCIL REVIEW AND VOTE TO APPROVE THE SIGN VARIANCE REQUEST FOR MERIT HEALTH CENTRAL TO ERECT THREE MONUMENT DIRECTIONAL SIGNS TOTALING 191 SQUARE FEET WITHIN A SPECIAL USE ZONE WHICH ONLY ALLOWS DIRECTIONAL SIGNS TO BE FOUR SQUARE FEET IN SIGN AREA AND THREE FEET IN HEIGHT.

President Lindsay recognized **Tom Willis**, a representative of Merit Health Central, who spoke in favor to approve said variance.

There was no opposition from the public.

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President Lindsay requested that Agenda Item No. 24 be moved forward on the Agenda. Hearing no objections, the Clerk read the following:

ORDER REQUESTING THE CITY COUNCIL REVIEW AND VOTE TO APPROVE THE SIGN VARIANCE REQUEST FOR MERIT HEALTH CENTRAL TO ERECT THREE MONUMENT DIRECTIONAL SIGNS TOTALING 191 SQUARE FEET WITHIN A SPECIAL USE ZONE WHICH ONLY ALLOWS DIRECTIONAL SIGNS TO BE FOUR SQUARE FEET IN SIGN AREA AND THREE FEET IN HEIGHT.

WHEREAS, the public health, safety or general welfare of the community may require that variances be granted in specific cases as set forth in City of Jackson Sign Ordinance, Sections 102-26, et seq., of the City of Jackson Code of Ordinances; and

WHEREAS, pursuant to Section 102-40, no action by the City Council may be taken concerning a variance from the sign regulations until after a public hearing in relation thereto, at which parties in interest and the general citizenry shall have an opportunity to be heard; and

WHEREAS, no variance from the Sign Ordinance shall be passed by the City Council unless and until an application seeking the variance is filed with the City's Signs and License Division, with such application containing, at a minimum, a legal description, location map, plot plan, the exact nature of the requested variance, the grounds upon which it is requested, and/or such other information as may be required by the Signs and License Division manager; and

WHEREAS, said variance application shall also demonstrate that:

1. Special conditions and circumstances exist which are peculiar to the land, structure, or building involved and which are not applicable to other lands, structures, or buildings in the same district;
2. The literal interpretation of the provisions of the Sign Ordinance would deprive the applicant of rights commonly enjoyed by other properties in the same district under the provisions of the Sign Ordinance;
3. The special conditions and circumstances do not result from actions of the applicant; and
4. Granting the variance requested will not confer upon the applicant any special privilege that is denied by the Sign Ordinance to other similar lands, structures, or buildings in the same district; and

WHEREAS, Merit Health Central, the applicant herein, has requested a variance from the Sign Ordinance regulations to erect three monument directional signs totaling 191 square feet within a Special Use zone which only allows directional signs to be four square feet in sign area and three feet in height.

IT IS, THEREFORE, ORDERED that Merit Health Central is hereby approved a variance from the Sign Ordinance regulations to erect three monument directional signs totaling 191 square feet within a Special Use zone which only allows directional signs to be four square feet in sign area and three feet in height, it being determined that the parties in interest and the general citizenry first had their opportunity to be heard and that the applicant has not met the necessary criteria for the requested variance.

IT IS FURTHER ORDERED that the City Council has considered the variance application and grants the variance requested therein based on a finding that special conditions and circumstances exist which are peculiar to the land, structure, or building involved and which are not applicable to other lands, structures, or buildings in the same district; the literal interpretation of the provision of the Sign Ordinance would deprive the applicant of rights commonly enjoyed by other properties in the same district under the provisions of the Sign Ordinance; the special conditions and circumstances do not result from actions of the applicant; and granting the variance requested will not confer upon the applicant any special privilege that is denied by the Sign Ordinance to other similar lands, structures, or buildings in the same district.

Council Member Tillman moved adoption; **Council Member Stamps** seconded.

Yeas- Banks, Foote, Lindsay, Stamps and Tillman.

Nays- None.

Absent- Priester and Stokes.

Council Member Priester returned to the meeting.

The following individuals provided public comments during the meeting:

- **Dion Allen** expressed concerns regarding damage to her home as a result of a sewer overflow during a weather emergency.
- **Annah Boyd** expressed concerns regarding abortion within the City of Jackson.
- **Jonah Boyd** expressed concerns regarding abortion within the City of Jackson.
- **Coleman Boyd** expressed concerns regarding abortion within the City of Jackson.
- **Pam Bedford** requested assistance from the City of Jackson.

ORDER AUTHORIZING THE FILING OF NOTICE OF SATISFACTION OF JUDGMENT AND CANCELATION OF LIEN WITH THE HINDS COUNTY CIRCUIT COURT FOR ADJUDICATED COSTS AND PENALTIES IN THE AMOUNT OF \$799.00 ASSESSED FOR CLEANING PARCEL NUMBER #635-397 LOCATED AT 1731 CAMELLIA DRIVE, JACKSON, MISSISSIPPI.

WHEREAS, on April 16, 2013, the Jackson City Council passed a resolution, which is recorded at Minute Book 6D Pages 473-478, that declared Parcel Number 635-397 located at 1731 Camellia Drive, Jackson, Mississippi to be a menace to public health, safety, and welfare; and

WHEREAS, pursuant to Section 21-19-11 of the Mississippi Code, the City of Jackson remedied the conditions on the property constituting a menace to public health, safety, and welfare when the owner of the parcel failed to do so; and

WHEREAS, pursuant to Section 21-19-11 of the Mississippi Code, the Jackson City Council assessed actual costs and a penalty to clean Parcel Number 635-397 by passing a resolution on February 11, 2014, which is recorded at Minute Book 6E Pages 403-405; and

WHEREAS, consistent with Section 21-19-11 of the Mississippi Code, the resolution passed by the Jackson City Council authorized the enrollment of costs assessed with the Hinds County Circuit Clerk; and

WHEREAS, the judgment was enrolled with the Hinds County Circuit Clerk on or about May 24, 2014 and recorded as Judgment Number 012-4112; and

WHEREAS, the owner of Parcel Number 635-397 was Joseph Dahl at the time of enrollment of judgment; and

WHEREAS, on or about December 21, 2015, Joseph Dahl tendered to the Hinds County Chancery Clerk payment in the amount of \$1,004.44 for the purpose of satisfying the judgment enrolled concerning Parcel 635-397; and

WHEREAS, the Treasury Division of the Department of Administration confirmed receipt of the sum adjudicated in the minutes on January 26, 2016; and

WHEREAS, the judgment enrolled against Joseph Dahl for Parcel Number 635-397 should be deemed satisfied and notice of the satisfaction of the judgment filed with the Hinds County Circuit Clerk.

IT IS, THEREFORE, ORDERED that notice may be filed with the Hinds County Circuit Clerk indicating that the City's judgment enrolled for Case 2012-4112 has been satisfied and the judgment lien related thereto canceled.

IT IS FURTHER ORDERED that any acts required and necessary to effect the cancelation of the lien arising out of the enrollment of the judgment lien for Case 2012-4112 are authorized to be performed.

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

Yeas- Banks, Foote, Lindsay, Priester, Stamps and Tillman.

Nays- None.

Absent- Stokes.

ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND ACA DEMOLITION & PROJECT GROUP, LLC TO DEMOLISH STRUCTURE FOUNDATION, STEPS AND DRIVEWAY; CUT GRASS AND WEEDS; REMOVE TRASH AND DEBRIS; AND REMEDY CONDITIONS ON PRIVATE PROPERTY WHICH CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOATED SECTION 21-9-11 FOR CASE #2018-2092- 3170 FLEETWOOD DRIVE- \$4,997.00.

WHEREAS, on March 19, 2019, 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 January 8, 2019 for Case #2018-2092 located in Ward 6 of the City of Jackson; and

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

WHEREAS, ACA Demolition & Project Group, LLC appeared next on the rotation list and through its representative, Elton Smith, agreed to demolish structure foundation, steps, driveway, and/or to cut grass, weeds, shrubbery, fence line, bushes, and saplings; remove trash, debris, tires, wooden boards, crates, appliances, building materials, furniture, and fallen tree parts; clean curbside; and remedy conditions constituting a menace to public health and welfare for the parcel located at 3170 Fleetwood Drive for the sum of \$4,997.00; and

WHEREAS, ACA Demolition & Project Group, LLC has a principal office address of 120 Hillcroft Place, Jackson, Mississippi 39211.

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute a contract with ACA Demolition & Project Group, LLC to demolish structure foundation, steps, driveway, and/or cut vegetation and remedy conditions on the property located at 3170 Fleetwood Drive deemed to be a menace to public health, safety, and welfare.

IT IS FURTHER HEREBY ORDERED that a sum not to exceed \$4,997.00 shall be paid to ACA Demolition & Project Group, LLC for the services provided from funds budgeted for the Division.

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

Yeas- Banks, Foote, Lindsay, Priester, Stamps and Tillman.
Nays- None.
Absent- Stokes.

**RESOLUTION ADJUDICATING COSTS AND PENALTIES FOR PARCELS
CLEANED PURSUANT TO RESOLUTION ADJUDICATING SAME TO BE
MENACE TO PUBLIC HEALTH SAFETY AND WELFARE ON JANUARY 30, 2018,
MARCH 27, 2018, APRIL 24, 2018 AND MAY 22, 2018 IN THE FOLLOWING CASES:**

2017-1057	2017-1540	2017-1997	2018-2074	2017-1750	2018-1221
2017-1123	2017-1542	2018-1055	2018-2094	2017-1866	2018-1222
2017-1190	2017-1609	2018-1084	2017-1508	2017-1873	2018-1231
2017-1203	2017-1713	2018-1166	2017-1510	2017-1911	2018-1234
2017-1213	2017-1724	2018-1216	2017-1523	2017-1750	2018-1221
2017-1461	2017-1744	2018-1220	2018-1235	2018-1218	2018-2063

WHEREAS, administrative hearings were held March 7, 2017, May 9, 2017, July 11, 2017, July 18, 2017, August 8, 2017, September 12, 2017, September 19, 2017, September 26, 2017, October 24, 2017, October 31, 2017, November 28, 2017, March 6, 2018, May 22, 2018, June 19, 2018, June 26, 2019, January 8, 2019 And April 11, 2019 pursuant to Section 21-19-11 of the Mississippi Code to determine whether certain parcels located in the City of Jackson constituted a menace to public health, safety, and welfare; and

WHEREAS, on January 30, 2018, March 27, 2018, April 24, 2018 and May 22, 2018, the governing authorities for the City of Jackson passed resolutions approving recommendations from the administrative hearing officer that certain parcels be deemed a menace to public health, safety, and welfare; and

WHEREAS, property owners and interested parties were afforded opportunity to be heard and did not appeal the governing authorities' adjudication; and

WHEREAS, contract labor was utilized to clean the parcels and address conditions deemed to be a menace to public health, safety, and welfare when the owners failed to do so; and

WHEREAS, costs were incurred as a result of the employment of the contract labor; and

WHEREAS, penalties have been recommended and should be imposed against those parcel owners who failed to remedy and address violations.

NOW BE IT THEREFORE RESOLVED that the following costs and penalties are assessed in the following cases:

RESOLUTION ADJUDICATING COSTS AND PENALTIES								
Case No.	Assessed Owner	Address/Zip Code	Parcel #	Cost	Admin. Cost	Penalty	Total Cost	Work Completed
2017-1057	Marshall Jake 6444 L B Johnson Jackson, MS	6444 Lyndon B. Johnson Dr. Jackson, MS 39213	802-27	975.00	97.50	500.00	1,572.50	Board-up and secure house and cut grass, weeds, fence line and remove trash and debris. Clean curbside
2017-1123	Jackson Lee C/O Regions Bank Loan Servicing P.O. Box 4897 Montgomery, Al 36103-4897	934 Claiborne Ave. Jackson, MS 39209	128-202	1,820.00	182.00	500.00	2,502.00	Board-up and secure house and cut grass, weeds and remove trash and debris, cut shrubbery, fence line, bushes, saplings, remove wooden boards, building materials, tree limbs, tree parts, tires, clean curbside.
2017-1190	Scott Robert 1052 Wiggins St. Jackson, MS 39203	1052 Wiggins Street Jackson, MS 39203	160-104	1,000.65	100.65	500.00	1,601.30	Cutting of grass, weeds and removing of trash and debris, cut shrubbery, fence line, bushes, saplings, remove wooden boards, crates, appliances, building materials, tree limbs, old furniture, old bricks, tires and clean curbside.

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2017-1203	Gibson Bobbie J. 3930 Nichols Blvd. Jackson, MS 39212	3159 Ponderosa Dr. Jackson, MS 39212	839-545	658.00	65.80	500.00	1,223.80	Cutting of grass, weeds, shrubbery, fence line, bushes, saplings and removing of trash and debris, fallen tree, tree limbs, tree parts, Red Ford Expedition, Gray Oldsmobile: All vehicles appears inoperable.
2017-1213	Sterling Dale W. 5027 Shelley St. Baton Rouge, LA 70805	2709 Benwood Dr. Jackson, MS 39204	630-290	870.70	87.07	500.00	1,457.77	Cutting of grass, weeds, bushes and removing of trash and debris, tires, Vehicle: Yellow Truck, White Chevy
2017-1461	Pearl Street AME Comm Dev Corp 2519 Robinson St. 2 nd Fl Jackson, MS 39209	0 Ellis Ave./Lot S. of 179 Ellis Ave. Jackson, MS 39212	120-25- 1	399.00	39.90	500.00	938.90	Cutting of grass, weeds and removing of trash and debris, cut shrubbery, fence line, bushes, remove tree limbs, old bricks, tree parts and tires.
2017-1508	Shaw Donald 5730 Middle Rd. Hemlock, NJ 14466	Lot West of 319 McDowell Rd. Jackson, MS 39204	209-147	830.22	83.02	500.00	1,413.24	Cutting of grass, weeds, shrubbery, fence line, bushes, saplings and removing of trash and debris, building materials, tree limbs, tree parts, tires. Clean curbside.
2017-1510	Turner Roosevelt & Nickens Jerry Jackson, MS 39289	5055 Manhattan Rd. Jackson, MS 39206	517-830	2,667.60	266.76	500.00	3,434.36	Cutting of grass, weeds, fence line, bushes and removing of trash and debris, wooden boards, building materials. Clean curbside.
2017-1523	Recycled Housing, LLC 5824 Kristen Dr. Jackson, MS 39211	245 Holland Ave. Jackson, MS 39209	121-74	921.60	92.16	500.00	1,513.76	Cutting of grass, weeds and removing of trash and debris, remove wooden boards, remove crate, remove appliances, remove building materials, remove tree limbs, remove old bricks, cut shrubbery, cut fence line, remove tree parts, cut bushes, cut saplings, remove tires, clean curbside.
2017-1540	Improving Jackson Trust 23 775 E. Fortification St. Jackson, MS 39202	3233 Beatrice Dr. Jackson, MS 39212	623-47	1,452.00	145.20	500.00	2,097.20	Cutting of grass, weeds, shrubbery, fence line, bushes, saplings and removing of trash and debris, building materials, tree limbs, tree parts. Clean curbside.
2017-1542	Johnson Larry M 215 Covington Park Dr. Jackson, MS 39212	3775 Meadow Lane Rd. Jackson, MS 39212	627-175	1,617.50	161.75	500.00	2,279.25	Board-up and secure house and cut grass, weeds, shrubbery, fence line, bushes, saplings and remove trash and debris, wooden boards, crates, building materials, old bricks, tree parts, tree limbs. Clean curbside.
2017-1609	Philihos George T. 4038 Will-O- Run Dr. Jackson, MS 39212	4038 Will-O- Run Dr. Jackson, MS 39212	843-601	525.00	52.50	500.00	1,077.50	Cutting of grass, weeds, shrubbery, fence line, bushes, saplings and removing of trash and debris, tree limbs, tree parts.
2017-1713	Hyman Scott D & Phoebe D. 1217 Norvell House Ct. Lynchburg, VA 24503-1939	3730 Veld Drive Jackson, MS 39212	611-303	696.00	69.60	500.00	1,265.60	Cutting of grass, weeds, shrubbery, fence line, bushes, saplings and removing of trash and debris, fallen tree, tree limbs, tree parts, wooden boards, building materials, old furniture, tries. Clean curbside
2017-1724	White Proscilla 1735 Waycona Dr. Jackson, MS 39212	1735 Waycona Dr. Jackson, MS 39212	635-544	1,490.20	149.02	500.00	2,139.22	Cutting of grass, weed, shrubbery, fence line, bushes, saplings and removing of trash and debris, fallen tree, tree limbs, tree parts. Clean curbside
2017-1744	Bestway Investments LLC 1028 Cooper Rd. Jackson, MS 39212	2024 McDowell Rd. Jackson, MS 39204	630-62	264.00	26.40	500.00	790.40	Cutting of grass, weeds, shrubbery, fence line, bushes, saplings and removing of trash and debris, tree limbs, tree parts. Clean curbside

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2017-1750	Southern Equity Investments LLC 3426 N. State St. Unit A. Jackson, MS 39216	2452 Coronet Place Jackson, MS 39204	210-196	2,043.00	204.30	500.00	2,747.30	Board-up and secure house and cut grass, weeds, shrubbery, fence line, bushes, saplings and remove trash and debris, tree limbs, tree parts. Clean curbside
2017-1866	Lynch Marcus D. 2355 W. McDowell Rd. Jackson, MS 39204	2355 McDowell Rd. Jackson, MS 39204	837-152	2,550.00	255.00	500.00	3,305.00	Board-up and secure house and cut grass, weeds, shrubbery, fence line, bushes, saplings and remove trash and debris, wooden boards, tree limbs, tree parts, tires. Clean curbside.
2017-1873	Barnes Kristen 1336 Winterview Dr. Jackson, MS 39211	405 Green Hill Pl. Jackson, MS 39204	215-130	1,082.35	108.23	500.00	1,690.57	Board-up and secure house and cut grass, weeds, shrubbery, fence line, bushes, saplings and remove trash and debris, tree limbs, tree parts, tires.
2017-1911	Gray Curtis & Barbara A. 6644 George Washington Dr. Jackson, MS 39213	3850 Slayton Ave. Jackson, MS 39213	410-192	716.00	71.60	500.00	1,287.60	Board-up and secure house and cut grass, weeds, fence line, shrubbery, bushes, saplings and remove trash, tree limbs, old furniture, tree parts, tires and debris and clean curbside.
2017-1997	Cooperative Comm of NW Jackson 1908 Grenada St. Jackson, MS 39209	2102 West Capitol St. Jackson, MS 39209	114-55	962.00	96.20	500.00	1,558.20	Cutting of grass, weeds, shrubbery, bushes, fence line, saplings and removing of trash and debris, tree limbs, tree parts. Clean curbside.
2017-2056	938 Woodville Dr. Jackson MS Trust 520 E, Avenida Pico #5556 San Clemente, CA 92674	938 Woodville Dr. Jackson, MS 39212	839-490	1,070.00	107.00	1,000.00	2,177.00	Cutting of grass, weeds, shrubbery, fence line, bushes, saplings and removing of trash and debris, crates, tree limbs, tree parts, old newspapers. Clean curbside.
2018-1055	Allen Andrew & Maragite 522 Willaman St. Jackson, MS 39209	241 Lindsey Dr. Jackson, MS 39209	306-64	677.00	67.70	1,250.00	1,994.70	Cutting of grass, weeds and removing of trash and debris, cut shrubbery fence line, bushes, saplings, remove fallen tree, wooden boards, crates, building materials, tree limbs, old furniture, old bricks, tree parts, tires, clean curbside, several inoperable vehicles located on property, trash, debris located in rear on the side of property.
2018-1084	Rosemont Human Services, Inc. 3930 Officer Thomas Catching Dr. Jackson, MS 39209	110 Lindsey Dr. Jackson, MS 39209	306-5	624.00	62.40	500.00	1,186.40	Cutting of grass, weeds and removing of trash and debris, cut shrubbery, fence line, bushes, saplings, remove fallen tree, wooden boards, tree limbs, old bricks, tree parts, tires, clean curbside.
2018-1166	Tylercon LLC PO Box 207 Red Oak, GA 30272	2951 Woodbine St. Jackson, MS 39212	619-52	870.00	87.00	500.00	1,457.00	Cutting of grass, weeds, shrubbery, fence line, bushes, saplings and removing of trash and debris, fallen tree, tree limbs, tree parts, wooden boards, appliances, building materials, old bricks, tires. Clean curbside
2018-1216	John J West & Annie Q. 1752 Reddix St. Jackson, MS 39209	1752 Reddix St. Jackson, MS 39209	825-118	312.00	31.20	500.00	843.20	Cutting of grass, weeds, shrubbery, fence line, bushes and saplings; removing of trash and debris including fallen tree, tree parts and limbs; and cleaning curbside
2018-1220	Miss Faith-Based Coalition 1770 Ellis Ave. Jackson, MS 39204	0 Beach St./Lot Form 125 Beach St. Jackson, MS 39209	118-43	1,545.00	154.50	750.00	2,449.50	Cutting of grass, weeds, shrubbery, fence line, bushes, and saplings; removing of trash and debris including fallen tree, tree parts and limbs, tires; and cleaning curbside

**REGULAR MEETING OF THE CITY COUNCIL
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2018-1221	Crowley George Jr. 1365 Clincy Rd. Jackson, MS 39213	0 Beach St./Lote Form 121 Beach St. Jackson MS 39209	118-43-1	1,008.00	100.80	500.00	1,608.80	Cutting of grass, weeds, shrubbery, fence line, bushes and saplings; removing of trash and debris including fallen tree, tree parts and limbs, tires; and cleaning curbside
2018-1222	Cooper Family Trust PO Box 20712 Jackson, MS 39289-1712	0 Beach St./Lot Form 131 Beach St. Jackson, MS 39209	118-42	1,052.40	105.24	250.00	1,407.64	Cutting of grass, weeds, shrubbery, fence line, bushes and saplings; and removing of trash and debris including wooden boards, tree parts and limbs.
2018-1231	Haydari Nazanin 14574 VIA Bergamo San Diego, CA 92127	2317 Fairhill St. Jackson, MS 39204	206-122	1,046.16	104.61	500.00	1,650.77	Boarding up & secure house; cutting grass & weeds, shrubbery, fence line, bushes and saplings; removing trash & debris, wooden boards, crate(s), appliances, building materials, old furniture, tires, tree parts & limbs; and cleaning curbside
2018-1234	Cooper Family Trust P.O. Box 20712 Jackson, MS 39289-1712	0 Beach St./Lot Form 135 Beach St. Jackson, MS 39209	118-41	655.20	65.52	500.00	1,220.72	Cutting grass & weeds, shrubbery, fence line, bushes & saplings; removing trash & debris, fallen tree, tree parts & limbs; and cleaning curbside
2018-1241	Mceuen Charles B & Laura A 5470 Red Fox Rd. Jackson MS 39211	5134 Parkway Dr. Jackson, MS 39211	559-364	804.00	80.40	500.00	1,384.40	Cutting of grass, weeds and removing of trash and debris, cut shrubbery, cut fence line, remove tree parts, cut bushes, cut saplings, remove tires, and clean curbside
2018-1218	Walsh Regenia R & Clarence 1410 Dianne Dr. Jackson MS 39204	120 Beach St. Jackson MS 39209	118-11	864.00	86.40	250.00	1,200.40	Cutting of grass, weeds, shrubbery, fence line, bushes, and saplings; and removing of trash and debris including tree parts and limbs
2018-2063	Deutsche Bank 1661 Worthington Rd. Ste 100 West Palm Beach, FL 33409	2315 Paden St. Jackson MS 39209	210-34	1,271.25	127.12	500.00	1,898.37	Board up/secure house; cut grass/weeds, shrubbery, fence line, bushes, saplings; remove trash/debris, fallen tree limbs/parts, wooden boards/crates, old furniture/appliances, building materials/old bricks, tires; and clean curbside
2018-2074	Shaw Larry 5072 Lurline Dr. Jackson MS 39204	5072 Lurline Dr. Jackson, MS 39204	833-13	912.00	91.20	500.00	1,503.20	Cut grass, weeds, shrubbery, fence line, bushes, saplings; remove trash, debris, fallen tree (limbs & parts), wooden boards, crates, old furniture/appliances, building materials, old bricks, tires; and clean curbside
2018-2094	Serova Yulliya & Simpson Kenith E. 225 Shadowlawn Dr. Jackson MS 39204	225 Shadowlawn Dr. Jackson MS 39204	206-112	1,900.92	190.09	500.00	2,591.01	Board-up and secure house and cut grass, weeds and remove trash and debris, fallen tree, tree limbs, parts, wooden boards, crates, old furniture.

IT IS FURTHER RESOLVED that the costs and penalties assessed shall become liens against the parcels stated and shall be enrolled in the office of the circuit clerk of Hinds County as other judgments are enrolled consistent with the provisions of Section 21-19-11 of the Mississippi Code.

IT IS FURTHER RESOLVED AND ORDERED that the tax collector for the City of Jackson shall sell the parcels to satisfy the liens in a manner consistent with the sale of lands for delinquent taxes and in accordance with the provisions of Section 21-19-11 of the Mississippi Code.

IT IS FURTHER HEREBY RESOLVED pursuant to Section 21-19-11 that the costs and penalties assessed in this Resolution be included with municipal ad valorem taxes and the payment shall be enforced in the same manner as municipal ad valorem taxes and all statutes related to the collection of other taxes in the City of Jackson shall apply to the enforcement and collection of the costs and penalties levied by this Resolution.

IT IS FINALLY RESOLVED that the Mayor and municipal clerk be authorized to perform any and all acts necessary to insure that provisions of this Resolution are implemented.

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

Yeas- Banks, Foote, Lindsay, Priester, Stamps and Tillman.

Nays- None.

Absent- Stokes.

ORDER ACCEPTING PAYMENT OF \$2,999.81 FROM ENTERGY AS FULL AND COMPLETE SETTLEMENT OF A PROPERTY DAMAGE CLAIM.

IT IS HEREBY ORDERED by the City Council for the City of Jackson, Mississippi, that the City Attorney or designee, be authorized to execute all necessary documents and accept payment in the amount of \$2,999.81 as a property damage settlement for damage sustained to a service line at 116 Gum Street on September 10, 2018.

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

Yeas- Banks, Foote, Lindsay, Priester, Stamps and Tillman.

Nays- None.

Absent- Stokes.

ORDER ACCEPTING THE PAYMENT OF \$3,230.00 FROM FOREMOST INSURANCE COMPANY AND ITS INSURED NORTHPOINTE ESTATE HOMEOWNERS IN COMPROMISE OF A PROPERTY DAMAGE CLAIM.

WHEREAS, a 2005 GMC Sierra 1500 vehicle owned by the City of Jackson was being operated by a municipal employee near St. Andrews Drive on October 16, 2018; and

WHEREAS, the vehicle sustained heavy damage when an access gate malfunctioned and struck the passenger side of the vehicle; and

WHEREAS, the Northpointe Estate Homeowners insurer - Foremost sent correspondence to the Division of Risk Management on or about September 11, 2019 advising that the market value of the vehicle was determined to be \$4,641.00 exclusive of sales tax, license and transfer fees; and

WHEREAS, the value including tax and license and transfer fees is \$4,882.05; and

WHEREAS, because it was represented to Foremost that there was a desire of the City to retain the vehicle; and

WHEREAS, Foremost deducted salvage value of \$1,411.00 from the actual cash value of the vehicle and has offered or tendered to the City the sum of \$3,230.00 as a settlement; and

WHEREAS, Foremost Insurance provided a Power of Attorney document to the City and requested that it be authorized to act as the City of Jackson's attorney for the purpose of applying for duplicate or salvage title to the vehicle; and

WHEREAS, the Power of Attorney document provides Foremost Insurance with full authority to (1) endorse, release, or transfer all registrations to and ownership of the property; (2) apply for and obtain duplicate or salvage title to the property; and (3) dispose of the property as it deems appropriate; and

WHEREAS, the property described in the Power of Attorney document is a 2005 GMC Sierra 1500 vehicle bearing Vehicle Identification Number 1 GTEC14V05Z31846.

IT IS HEREBY ORDERED that the sum of \$3,230.00 may be accepted as settlement of the City's property damage claim with the understanding that the City will maintain possession of the vehicle.

IT IS HEREBY ORDERED that the Mayor of the City of Jackson shall be authorized to execute the Power of Attorney document provided by Foremost Insurance for the limited purpose of applying for and obtaining a duplicate or salvage title.

IT IS HEREBY ORDERED that Foremost Insurance Company's power to act as attorney in fact for the City of Jackson shall be limited to the purpose stated in this order and shall terminate upon achievement of the purpose stated in the Power of Attorney.

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

Yeas- Banks, Foote, Lindsay, Priester, Stamps and Tillman.
Nays- None.
Absent- Stokes.

ORDER ACCEPTING PAYMENT OF \$2,726.38 FROM THE HARTFORD INSURANCE COMPANY ON BEHALF OF ITS INSURED {FURNITURE LIQUIDATORS, LLC} AS A PROPERTY DAMAGE SETTLEMENT.

IT IS HEREBY ORDERED by the City Council for the City of Jackson, Mississippi, that the City Attorney or designee, be authorized to execute all necessary documents and accept payment in the amount of \$2,726.38 as a property damage settlement for damage sustained to a City of Jackson vehicle {PC-1868} on November 23, 2018.

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

Yeas- Banks, Foote, Lindsay, Priester, Stamps and Tillman.
Nays- None.
Absent- Stokes.

ORDER ACCEPTING PAYMENT OF \$2,790.00 FROM NATIONWIDE INSURANCE COMPANY ON BEHALF OF THEIR INSURED {YAN WANG} AS A FULL AND COMPLETE SETTLEMENT OF A PROPERTY DAMAGE SETTLEMENT.

IT IS HEREBY ORDERED by the City Council for the City of Jackson, Mississippi, that the City Attorney or designee, be authorized to execute all necessary documents and accept payment in the amount of \$2,790.00 as a property damage settlement for damage sustained to a City of Jackson vehicle {PC-1729} on December 17, 2018.

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

Yeas- Banks, Foote, Lindsay, Priester, Stamps and Tillman.
Nays- None.
Absent- Stokes.

Council Member Priester left the meeting.

ORDER APPROVING CLAIMS NUMBER 414 TO 931 APPEARING AT PAGES 64 TO 140 INCLUSIVE THEREON, ON MUNICIPAL "DOCKET OF CLAIMS", IN THE AMOUNT OF \$6,443,220.94 AND MAKING APPROPRIATIONS FOR THE PAYMENT THEREOF.

IT IS HEREBY ORDERED that claims numbered 414 to 931 appearing at pages 64 to 140, inclusive thereon, in the Municipal "Docket of Claims", in the aggregate amount of \$6,443,220.94 are hereby approved for payment and said amount is expressly appropriated for the immediate payment thereof.

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

FROM:	TO ACCOUNTS PAYABLE FUND
1% INFRASTRUCTURE TAX	1,048,776.15
2015 A/B G.O. REFUNDING	353,963.76
2018 BODY CAMERA	665.47
CAPITAL CITY REVENUE FUND	7,182.00
DPS- HOMELAND SECURITY	88.46
DRAINAGE- REPAIR & REPL. FD	140,861.25
EARLY CHILDHOOD (DAYCARE)	8,419.59
EMERGENCY SHELTER GRANT (ESG)	49,546.94
EMPLOYEES GROUP INSURANCE FUND	157,365.08
FIRE PROTECTION	4,276.17
GENERAL FUND	2,599,622.28
H O P W A GRANT – DEPT. OF HUD	107,246.40
HOUSING COMM DEV ACT (CDBG) FD	301,838.60
KELLOGG FOUNDATION PROJECT	1,796.80
LANDFILL/SANITATION FUND	1,714.64
LIBRARY FUND	9,453.50
MADISON SEWAGE DISP OP & MAINT	31.23
P E G ACCESS- PROGRAMMING FUND	15,998.86
PARKS & RECR FUND	135,591.88
REPAIR & REPLACEMENT FUND	24,230.85
RESURFACING- REPAIR & REPL. FD	37,897.41
SEIZURE & FORFEITED PROP-STATE	16,528.02
STATE TORT CLAIMS FUND	82,880.00
TECHNOLOGY FUND	124,549.53
TITLE III AGING PROGRAMS	56,794.24
TRAFFIC – REPAIR & REPL FD	148.51
TRANSPORTATION FUND	319,225.43
WATER/SEWER B&I 2013 \$89.9M	5,750.00
WATER/SEWER OP & MAINT FUND	815,949.22
WATER/SEWER REVENUE FUND	14,828.67
TOTAL	<u>\$6,443,220.94</u>

President Lindsay moved adoption; **Council Member Foote** seconded.

President Lindsay recognized **LaaWanda Horton**, Director of Administration, who provided a brief overview of the Claims Docket at the request of **President Lindsay**.

Thereafter, **President Lindsay** called for a vote on said item:

Yeas- Foote, Lindsay and Tillman.
Nays- Banks and Stamps.
Absent- Priester and Stokes.

* * * * *

President Lindsay recognized **Council Member Banks** who moved, seconded by **President Lindsay** to reconsider the Claims Docket in order to make an amendment. The motion prevailed by the following vote:

Yeas- Banks, Foote, Lindsay, Stamps and Tillman.
Nays- None.
Absent- Priester and Stokes.

* * * * *

President Lindsay requested that the Clerk read the Order:

ORDER APPROVING CLAIMS NUMBER 414 TO 931 APPEARING AT PAGES 64 TO 140 INCLUSIVE THEREON, ON MUNICIPAL "DOCKET OF CLAIMS", IN THE AMOUNT OF \$6,443,220.94 AND MAKING APPROPRIATIONS FOR THE PAYMENT THEREOF.

IT IS HEREBY ORDERED that claims numbered 414 to 931 appearing at pages 64 to 140, inclusive thereon, in the Municipal "Docket of Claims", in the aggregate amount of \$6,443,220.94 are hereby approved for payment and said amount is expressly appropriated for the immediate payment thereof.

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

FROM:	TO ACCOUNTS PAYABLE FUND
1% INFRASTRUCTURE TAX	1,048,776.15
2015 A/B G.O. REFUNDING	353,963.76
2018 BODY CAMERA	665.47
CAPITAL CITY REVENUE FUND	7,182.00
DPS- HOMELAND SECURITY	88.46
DRAINAGE- REPAIR & REPL. FD	140,861.25
EARLY CHILDHOOD (DAYCARE)	8,419.59
EMERGENCY SHELTER GRANT (ESG)	49,546.94
EMPLOYEES GROUP INSURANCE FUND	157,365.08
FIRE PROTECTION	4,276.17
GENERAL FUND	2,599,622.28
H O P W A GRANT – DEPT. OF HUD	107,246.40
HOUSING COMM DEV ACT (CDBG) FD	301,838.60
KELLOGG FOUNDATION PROJECT	1,796.80
LANDFILL/SANITATION FUND	1,714.64
LIBRARY FUND	9,453.50
MADISON SEWAGE DISP OP & MAINT	31.23
P E G ACCESS- PROGRAMMING FUND	15,998.86
PARKS & RECR FUND	135,591.88
REPAIR & REPLACEMENT FUND	24,230.85
RESURFACING- REPAIR & REPL. FD	37,897.41
SEIZURE & FORFEITED PROP-STATE	16,528.02
STATE TORT CLAIMS FUND	82,880.00
TECHNOLOGY FUND	124,549.53

**REGULAR MEETING OF THE CITY COUNCIL
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TITLE III AGING PROGRAMS	56,794.24
TRAFFIC – REPAIR & REPL FD	148.51
TRANSPORTATION FUND	319,225.43
WATER/SEWER B&I 2013 \$89.9M	5,750.00
WATER/SEWER OP & MAINT FUND	815,949.22
WATER/SEWER REVENUE FUND	14,828.67
TOTAL	<u>\$6,443,220.94</u>

Council Member Tillman moved adoption; **President Lindsay** seconded.

President Lindsay recognized **LaaWanda Horton**, Director of Administration, who stated that an amendment was needed to the Claims Docket to remove a payment in the amount of \$305,000.00 payable to the Water Sewer Business Administration.

Council Member Banks moved, seconded by **President Lindsay** to remove \$305,000.00 from the Claims Docket. The motion prevailed by the following vote:

Yeas- Banks, Foote, Lindsay, Stamps and Tillman.
Nays- None.
Absent- Priester and Stokes.

Thereafter, **President Lindsay** called for a vote on said item as amended:

ORDER APPROVING CLAIMS NUMBER 414 TO 931 APPEARING AT PAGES 64 TO 140 INCLUSIVE THEREON, ON MUNICIPAL “DOCKET OF CLAIMS”, IN THE AMOUNT OF \$6,138,220.94 AND MAKING APPROPRIATIONS FOR THE PAYMENT THEREOF.

IT IS HEREBY ORDERED that claims numbered 414 to 931 appearing at pages 64 to 140, inclusive thereon, in the Municipal “Docket of Claims”, in the aggregate amount of \$6,138,220.94 are hereby approved for payment and said amount is expressly appropriated for the immediate payment thereof.

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

FROM:	TO ACCOUNTS PAYABLE FUND
1% INFRASTRUCTURE TAX	1,048,776.15
2015 A/B G.O. REFUNDING	353,963.76
2018 BODY CAMERA	665.47
CAPITAL CITY REVENUE FUND	7,182.00
DPS- HOMELAND SECURITY	88.46
DRAINAGE- REPAIR & REPL. FD	140,861.25
EARLY CHILDHOOD (DAYCARE)	8,419.59
EMERGENCY SHELTER GRANT (ESG)	49,546.94
EMPLOYEES GROUP INSURANCE FUND	157,365.08
FIRE PROTECTION	4,276.17
GENERAL FUND	2,599,622.28
H O P W A GRANT – DEPT. OF HUD	107,246.40
HOUSING COMM DEV ACT (CDBG) FD	301,838.60
KELLOGG FOUNDATION PROJECT	1,796.80
LANDFILL/SANITATION FUND	1,714.64
LIBRARY FUND	9,453.50
MADISON SEWAGE DISP OP & MAINT	31.23

**REGULAR MEETING OF THE CITY COUNCIL
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P E G ACCESS- PROGRAMMING FUND	15,998.86
PARKS & RECR FUND	135,591.88
REPAIR & REPLACEMENT FUND	24,230.85
RESURFACING- REPAIR & REPL. FD	37,897.41
SEIZURE & FORFEITED PROP-STATE	16,528.02
STATE TORT CLAIMS FUND	82,880.00
TECHNOLOGY FUND	124,549.53
TITLE III AGING PROGRAMS	56,794.24
TRAFFIC – REPAIR & REPL FD	148.51
TRANSPORTATION FUND	14,225.43
WATER/SEWER B&I 2013 \$89.9M	5,750.00
WATER/SEWER OP & MAINT FUND	815,949.22
WATER/SEWER REVENUE FUND	14,828.67

TOTAL **\$6,138,220.94**

Yeas- Foote, Lindsay and Tillman.
Nays- Banks and Stamps.
Absent- Priester and Stokes.

ORDER APPROVING GROSS PAYROLL INCLUDING PAYROLL DEDUCTION CLAIMS NUMBERED 414 TO 931 AND MAKING APPROPRIATION FOR THE PAYMENT THEREOF.

IT IS HEREBY ORDERED that payroll deduction claims numbered 414 to 931 inclusive therein, in the Municipal "Docket of Claims", in the aggregate amount of \$140,903.62 plus payroll, are approved for payment and necessary amounts are appropriated from various municipal funds for transfer to the payroll fund for the immediate payment thereof.

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

FROM:	TO ACCOUNTS PAYABLE FUND	TO PAYROLL FUND
GENERAL FUND		1,857,382.92
PARKS & RECR FUND		70,000.59
LANDFILL FUND		12,883.14
SENIOR AIDES		2,500.48
WATER/SEWER OPER & MAINT		189,976.39
PAYROLL FUND		282.00
PAYROLL	140,903.62	
EARLY CHILDHOOD		27,729.00
HOUSING COMM DEV		8,843.12
TITLE III AGING PROGRAMS		4,255.11
TRANSPORTATION FUND		14,781.16
T-WARNER PA/GA FUND		4,696.88
TOTAL		<u>\$2,193,330.79</u>

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

Yeas- Banks, Foote, Lindsay, Stamps and Tillman.
Nays- None.
Absent- Priester and Stokes.

ORDER AUTHORIZING THE MAYOR TO EXECUTE THE AUDIT ENGAGEMENT LETTER FROM TANN, RUSS & BROWN TO PROVIDE AUDITING SERVICES FOR THE YEAR ENDED SEPTEMBER 30, 2019.

WHEREAS, Tann, Brown & Russ Co., PLLC is a public accounting and consulting firm located at 1501 Lakeland Drive in Jackson, Mississippi. The firm's seventeen-person professional staff includes fourteen certified public accountants, and among the Firm's partners and staff members are CPAs who also hold professional certifications in forensic accounting, business valuation and governmental accounting and finance; and

WHEREAS, Tann, Brown & Russ is a long-time member of the American Institute of CPA's (AICPA) Private Companies Practice Section, a voluntary self-regulatory organization of accounting firms whose purpose is to foster quality performance within the accounting profession in the area of accounting and auditing services provided to non-public companies; and

WHEREAS, Periodic independent peer reviews of the firm's professional practice have consistently shown that it is in full compliance with the strict quality control standards set by the AICPA.

IT IS, THEREFORE, ORDERED that the Mayor be authorized to execute the Audit Engagement Letter from Tann, Russ & Brown Co., PLLC to provide auditing services to the City of Jackson for the year ended September 30, 2019.

Council Member Tillman moved adoption; **President Lindsay** seconded.

Yeas- Banks, Foote, Lindsay, Stamps and Tillman.

Nays- None.

Absent- Priester and Stokes.

ORDER AUTHORIZING THE MAYOR TO EXECUTE THE AUDIT ENGAGEMENT LETTER FROM TANN, RUSS & BROWN TO PROVIDE AUDITING SERVICES FOR THE STATE TORT CLAIMS FUND OF THE CITY OF JACKSON, INCLUDING THE RELATED NOTES TO THE FINANCIAL STATEMENTS FOR THE YEAR ENDED SEPTEMBER 30, 2019.

WHEREAS, Tann, Brown & Russ Co., PLLC is a public accounting and consulting firm located at 1501 Lakeland Drive in Jackson, Mississippi. The firm's seventeen-person professional staff includes fourteen certified public accountants, and among the Firm's partners and staff members are CPAs who also hold professional certifications in forensic accounting, business valuation and governmental accounting and finance; and

WHEREAS, Tann, Brown & Russ is a long-time member of the American Institute of CPA's (AICPA) Private Companies Practice Section, a voluntary self-regulatory organization of accounting firms whose purpose is to foster quality performance within the accounting profession in the area of accounting and auditing services provided to non-public companies; and

WHEREAS, Periodic independent peer reviews of the firm's professional practice have consistently shown that it is in full compliance with the strict quality control standards set by the AICPA.

IT IS, THEREFORE, ORDERED that the Mayor be authorized to execute the Audit Engagement Letter from Tann, Russ & Brown Co., PLLC to provide auditing services for the State Tort Claims Fund of the City of Jackson, including the related notes to the financial statements for the year ended September 30, 2019.

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

Yeas- Banks, Foote, Lindsay, Stamps and Tillman.

Nays- None.

Absent- Priester and Stokes.

There came on for consideration Agenda Item No. 20:

ORDER APPOINTING PAMELA CONFER TO THE JACKSON CONVENTION AND VISITORS BUREAU AS THE EDUCATION COMMUNITY REPRESENTATIVE. Said item was pulled by **Mayor Chokwe Antar Lumumba.**

ORDER AUTHORIZING THE MAYOR TO EXECUTE A MEMORANDUM OF UNDERSTANDING BETWEEN AGAPE COMMUNITY DEVELOPMENT CORPORATION AND THE CITY OF JACKSON, MISSISSIPPI.

WHEREAS, Agape Community Development Corporation (“Agape CDC”) and the City of Jackson, Mississippi (“City”) have a mutual desire to cooperate and collaborate in addressing pressing social needs in the community through effective workforce development and automobile construction, specific to auto racing, as well as, repair and maintenance to cars and tracks and the preparation for marketing and design for both cars and tracks; and

WHEREAS, the parties desire to enter into a Memorandum of Understanding (“MOU”) to create the desired partnership; and

WHEREAS, the parties will establish objectives to address the individual goals of each organization while enhancing cooperation, interaction and synergy between the two organizations; and

WHEREAS, the term of the proposed MOU will be for a period of five (5) years, effective upon execution of the same; and

WHEREAS, in addition, this MOU outlines the understanding and intentions of the Parties with respect to working toward several goals, including, but not limited to: outreach of workforce development through communication networking to NASCAR through REV Racing; outreach of administration for operations of the proposed track by its partnership with DRIVEN; provision of access to land for the purpose of a racetrack; and provision of a liaison for guidance and communication.

IT IS, THEREFORE, ORDERED that the Mayor is hereby authorized to execute a Memorandum of Understanding between Agape Community Development Corporation and the City of Jackson, Mississippi for a period of five (5) years.

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

Yeas- Banks, Foote, Lindsay, Stamps and Tillman.

Nays- None.

Absent- Priester and Stokes.

ORDER AUTHORIZING THE MAYOR TO EXECUTE A MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN THE CITY OF JACKSON, COMMUNITY AID & DEVELOPMENT CORPORATION (CAD), LIGHTHOUSE: BLACKGIRL PROJECTS (BGP), FAHRENHEIT CREATIVE GROUP (FCG), AND CENTER FOR IDEAS EQUITY & TRANSFORMATIVE CHANGE (CIE), FOR THE IMPLEMENTATION OF AN ARTIST FELLOWSHIP PROGRAM IN THE CITY OF JACKSON, MS.

WHEREAS, the Community Aid and Development Corporation is a foreign non-profit entity registered in the State of Georgia; and

WHEREAS, CAD submitted an application to the SURDNA Foundation for the implementation of an artist fellowship program in the City of Jackson, Mississippi; and

WHEREAS, the SURDNA Foundation supports social justice reform, healthy environments, inclusive economies, and thriving cultures through various programs; and

WHEREAS, CAD has a reasonable belief that its application for funding will be approved by the SURDNA Foundation; and

WHEREAS, CAD has requested that the City of Jackson, Lighthouse: BlackGirl Projects, Fahrenheit Creative Group, and the Center for Ideas Equity and Transformative Change collaborate with it on the implementation of the artist fellowship program in the City of Jackson; and

WHEREAS, the City of Jackson's collaborative efforts related to the development and implementation of the project shall consist of the following: (a) Publicize program using press releases, website, social media, and other media outlets; (b) participate in the selection of art fellows; (c) assist with developing and monitoring an evaluation process to track community engagement, data collection, and knowledge about racially equitable, environmentally sustainable and economically just policy; and (d) educate and engage fellows on dignity economy strategy in order to build sustainable dignity economy through arts and culture; and

WHEREAS, the collaboration will not require the City of Jackson to provide any monetary matches for the project; and

WHEREAS, the entities and persons collaborating on the project will not be empowered or authorized to serve as representative or agent of the City of Jackson; and

WHEREAS, the best interest of the City of Jackson will be served by supporting CAD's efforts in the City of Jackson.

IT IS, THEREFORE, ORDERED that the Mayor shall be authorized to execute a Memorandum of Understanding between the City of Jackson and CAD, BGP, FCG and CIE, which sets forth the City's collaborative role noted in this order.

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

Yeas- Banks, Foote, Lindsay, Stamps and Tillman.

Nays- None.

Absent- Priester and Stokes.

ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON, MULTI-CON, LLC, AND MURPHY'S DEVELOPMENT, LLC FOR THE USE OF 2018 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDS TO IMPLEMENT LIMITED HOUSING REPAIR ACTIVITIES.

WHEREAS, on August 11, 2015, found at Minute Book 6-H Page 550, the Mayor was authorized to submit the City of Jackson's 2015 – 2019 Five Year Consolidated Plan to the U. S. Department of Housing and Urban Development; and

WHEREAS, on November 27, 2018, HUD notified the City of its approval of the 2018 One Year Action Plan and issued Grant Agreements; and

WHEREAS, the Housing Rehabilitation component of the Consolidated Plan described projects the City of Jackson would undertake with 2018 Program Year funds; and

WHEREAS, on October 29-November 30, 2018, the Department of Planning and Development through the Office of Housing and Community Development advertised to accept Request for Qualifications (RFQs) for the Neighborhood Enhancement Division (NED) to invest Community Development Block Grant (CDBG) funds for the rehabilitation of owner-occupied homes; and

WHEREAS, on November 30, 2018, the Office of Housing and Community Development received seven (7) RFQ's; and

WHEREAS, six (6) contractors met all the qualification to be included in OHCD's list of approved contractors eligible to bid on rehabilitation contracts; and

WHEREAS, two (2) contractors were the best and most reasonable bidder for the rehabilitation of two (2) units on the list of homes scheduled to receive limited housing repair activities and will be required to enter into a HUD approved contract agreement with the City of Jackson to perform Limited Housing Rehabilitation activities for low to moderate income households; and

WHEREAS, the City wants to award a contract to Multi-Con, LLC and Murphy's Development, LLC to perform limited housing repair activities subject to completion and acceptance of the appropriate environmental evaluations.

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute a contract and any and all documents necessary with Multi-Con, LLC and Murphy's Development, LLC for the use of 2018 Program Year CDBG funds for the rehabilitation of two (2) units on the list of homes scheduled to receive limited housing repair activities. The contractors, bid amounts, and unit addresses are as follows:

Murphy Development	515 North Park Dr.	\$24,600.00
Multi-Con	1834 East St.	\$32,486.00

IT IS FURTHER ORDERED that the Office of Housing and Community Development (OHCD) is authorized to review and approve change orders with Multi-Con, LLC and Murphy's Development, LLC for the use of 2018 Program Year CDBG funds for the rehabilitation of two (2) units on the list of homes scheduled to receive limited housing repair activities for an amount not to exceed a total of \$7,000.00 with the proper supporting documentation evidencing need. Any amounts that would exceed this authorized total must receive Council approval.

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

Yeas- Banks, Foote, Lindsay, Stamps and Tillman.
Nays- None.
Absent- Priester and Stokes.

Council Member Priester returned to the meeting.

ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON, MULTI-CON, LLC, AND MANAGEMENT SERVICES RESOURCES, LLC FOR THE USE OF 2018 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDS TO IMPLEMENT LIMITED HOUSING REPAIR ACTIVITIES.

WHEREAS, on August 11, 2015, found at Minute Book 6-H Page 550, the Mayor was authorized to submit the City of Jackson's 2015 – 2019 Five Year Consolidated Plan to the U. S. Department of Housing and Urban Development; and

WHEREAS, on November 27, 2018, HUD notified the City of its approval of the 2018 One Year Action Plan and issued Grant Agreements; and

WHEREAS, the Housing Rehabilitation component of the Consolidated Plan described projects the City of Jackson would undertake with 2018 Program Year funds; and

WHEREAS, on October 29-November 30, 2018, the Department of Planning and Development through the Office of Housing and Community Development advertised to accept Request for Qualifications (RFQs) for the Neighborhood Enhancement Division (NED) to invest Community Development Block Grant (CDBG) funds for the rehabilitation of owner-occupied homes; and

WHEREAS, on November 30, 2018, the Office of Housing and Community Development received seven (7) RFQ's; and

WHEREAS, six (6) contractors met all the qualification to be included in OHCD's list of approved contractors eligible to bid on rehabilitation contracts; and

WHEREAS, two (2) contractors were the best and most reasonable bidders for the rehabilitation of two (4) units on the list of homes scheduled to receive limited housing repair activities and will be required to enter into a HUD approved contract agreement with the City of Jackson to perform Limited Housing Rehabilitation activities for low to moderate income households; and

WHEREAS, the City wants to award a contract to Multi-Con, LLC and Management Services Resources, LLC to perform limited housing repair activities subject to completion and acceptance of the appropriate environmental evaluations.

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute a contract and any and all documents necessary with Multi-Con, LLC and Management Services Resources, LLC for the use of 2018 Program Year CDBG funds for the rehabilitation of four (4) units on the list of homes scheduled to receive limited housing repair activities. The contractors, bid amounts, and unit addresses are as follows:

Management Services Resources	3405 Sunray Dr.	\$32,000.00
Multi-Con	515 Scott St	\$36,132.00
Multi-Con	3513 Horton	\$11,405.90
Multi-Con	2004 Shady Lane	\$23,697.15

IT IS FURTHER ORDERED that the Office of Housing and Community Development (OHCD) is authorized to review and approve change orders with Multi-Con, LLC and Management Services Resources, LLC for the use of 2018 Program Year CDBG funds for the rehabilitation of four (4) units on the list of homes scheduled to receive limited housing repair activities for an amount not to exceed a total of \$14,000.00 with the proper supporting documentation evidencing need. Any amounts that would exceed this authorized total must receive Council approval.

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

Yeas- Banks, Foote, Lindsay, Priester, Stamps and Tillman.

Nays- None.

Absent- Stokes.

ORDER RATIFYING AN AGREEMENT WITH MISSISSIPPI UNITED TO END HOMELESSNESS (MUTEH) TO USE THE BALANCE OF UNEXPENDED 2018 HOPWA FUNDS, IN THE AMOUNT OF \$349,640.95, FOR THE CONTINUED IMPLEMENTATION OF THE HOUSING OPPORTUNITIES FOR PERSONS WITH AIDS (HOPWA) PROGRAM IN THE JACKSON METROPOLITAN STATISTICAL AREA (MSA).

WHEREAS, on July 3, 2018, the City Council passed an Order, recorded in Minute Book 6N Page 319, authorizing the Mayor to submit to the Department of Housing and Urban Development (HUD) the City of Jackson's 2015-2019 Five Year (5YR) Consolidated Plan and 2018 One-Year Action Plan of the Consolidated Plan, consisting of the City's CDBG, ESG, and HOPWA components; and

WHEREAS, on November 27, 2018, HUD notified the City of Jackson of its approval of the 2018 One Year Action Plan of the Consolidated Plan; and

WHEREAS, the City Council authorized an agreement with Mississippi United to End Homelessness (MUTEH) on January 22, 2019, recorded in Minute Book 6O Page 278, to provide eligible HOPWA services to residents of the City of Jackson's Metropolitan Statistical Area, which includes Hinds, Rankin, Madison, Copiah, and Simpson counties; and

WHEREAS, the effective period of the agreement expired on September 30, 2019; and

WHEREAS, the current balance of unexpended 2018 HOPWA funds is \$349,640.95; and

WHEREAS, the Office of Housing and Community Development recommends ratifying an agreement with MUTEH, effective October 1, 2019, for the use of unexpended 2018 HOPWA funds to continue providing eligible HOPWA services to residents of the City of Jackson's Metropolitan Statistical Area, which includes Hinds, Rankin, Madison, Copiah, and Simpson counties.

IT IS, THEREFORE, ORDERED that an agreement with Mississippi United to End Homelessness (MUTEH) is ratified, effective October 1, 2019, to use the balance of unexpended 2018 HOPWA funds in the amount of \$349,640.95 for the continued implementation of the Housing Opportunities for Persons with AIDS (HOPWA) program in the Jackson Metropolitan Statistical Area (MSA).

IT IS FURTHER ORDERED that the Mayor is authorized to execute all other required forms and contractual documents related to this award.

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

Yes- Banks, Foote, Lindsay, Priester, Stamps and Tillman.

Nays- None.

Absent- Stokes.

ORDER RATIFYING AN AGREEMENT WITH GRACE HOUSE, INC. TO USE THE BALANCE OF UNEXPENDED 2016 HOPWA FUNDS IN THE AMOUNT OF \$308,122.09 FOR THE CONTINUED IMPLEMENTATION OF THE HOUSING OPPORTUNITIES FOR PERSONS WITH AIDS (HOPWA) PROGRAM IN THE JACKSON METROPOLITAN STATISTICAL AREA (MSA).

WHEREAS, on July 26, 2016 the City Council passed an Order, recorded in Minute Book 6J, page 461 authorizing the Mayor to submit the City of Jackson's 2016 One-Year Action Plan of the 2010-2015 Consolidated Plan, consisting of the City's CDBG, HOME, ESG and HOPWA components, to the Department of Housing and Urban Development (HUD); and

WHEREAS, on January 24, 2017 HUD notified the City of Jackson of its approval of the 2016 Annual Action Plan of the Consolidated Plan; and

WHEREAS, the current balance of unexpended 2016 HOPWA funds is \$308,112.09; and

WHEREAS, the Office of Housing and Community Development recommends ratifying an agreement with Grace House, Inc., effective September 1, 2019, to provide eligible HOPWA services to residents of the City of Jackson's Metropolitan Statistical Area, which includes Hinds, Rankin, Madison, Copiah, and Simpson counties.

IT IS, THEREFORE, ORDERED that an agreement with Grace House, Inc. is ratified, effective September 1, 2019, to use the balance of unexpended 2016 HOPWA funds in the amount of \$308,122.09 for the implementation of the Housing Opportunities for Persons with AIDS (HOPWA) program in the Jackson Metropolitan Statistical Area (MSA).

IT IS FURTHER ORDERED that the Mayor is authorized to execute all other required forms and contractual documents related to this award.

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

Yes- Banks, Foote, Lindsay, Priester, Stamps and Tillman.

Nays- None.

Absent- Stokes.

ORDER AUTHORIZING THE MAYOR TO EXECUTE 2019-20 CHILD AND ADULT CARE FOOD PROGRAM PROCUREMENT PLAN INFORMATION WITH THE MISSISSIPPI DEPARTMENT OF EDUCATION FOR ITS EARLY CHILDHOOD DEVELOPMENT CENTERS.

WHEREAS, the City of Jackson provides early childhood development services to children at two (2) centers; and

WHEREAS, breakfast, lunch, and a snack are provided as meals for the children enrolled at the centers; and

WHEREAS, the Mississippi Department of Education Office of Child Nutrition reimburses eligible entities for meals provided to children and adults in accordance with its Child and Adult Care Food Program; and

WHEREAS, the City of Jackson is eligible to receive reimbursement for the meals provided to the children enrolled in its early childhood development centers; and

WHEREAS, the Department of Education requires that a Child and Adult Care Food Program Procurement Plan be executed by renewing institutions, and further requires the designation of the sponsoring organization signing authority; and

WHEREAS, it is in the best interest of the City of Jackson to authorize the Mayor to execute the agreement with the Mississippi Department of Education and any other documents related thereto.

IT IS HEREBY ORDERED that the Mayor shall be authorized to execute a Child and Adult Care Procurement Plan with Mississippi Department of Education for participation in the Child and Adult Care Food Program.

IT IS FURTHER ORDERED that the Mayor shall be authorized to execute any and all documents required by the Mississippi Department of Education for participation in the Child and Adult Care Food Program.

IT IS FURTHER ORDERED that the Mayor shall be authorized to execute any and all documents required by the Mississippi Department of Education to secure reimbursement and insure the City's participation in the Child and Adult Care Food Program.

Council Member Tillman moved adoption; **President Lindsay** seconded.

Yeas- Banks, Foote, Lindsay, Priester, Stamps and Tillman.

Nays- None.

Absent- Stokes.

ORDER AUTHORIZING THE MAYOR TO ACCEPT THE FY 2018 STAFFING FOR ADEQUATE FIRE AND EMERGENCY RESPONSE (SAFER) GRANT AWARD ADMINISTERED BY THE UNITED STATES DEPARTMENT OF HOMELAND SECURITY, IN THE AMOUNT OF \$3,473,190.00.

WHEREAS, the City of Jackson received notification on September 18, 2019 that it had been selected to receive a Staffing for Adequate Fire and Emergency Response (SAFER) Grant for the fiscal year of 2018 in the amount of \$3,473,190.00 from the United States Department of Homeland Security; and

WHEREAS, the Staffing for Adequate Fire and Emergency Response (SAFER) Grant Program requires the provision of matches during each year of the grant period; and

WHEREAS, the period for the SAFER grant awarded the City of Jackson consists of three (3) years; and

WHEREAS, the match required to be provided by the City in the first year of the grant is \$156,450.00; and

WHEREAS, the Department of Homeland Security's contribution from the proceeds of the grant will be \$625,800.00 during the first year; and

WHEREAS, the match required to be provided by the City in the second year of the grant is \$156,450.00; and

WHEREAS, the Department of Homeland Security's contribution from the proceeds of the grant will be \$625,800.00 during the second year; and

WHEREAS, the match required to be provided by the *City* in the third year of the grant is \$406,770.00; and

WHEREAS, the Department of Homeland Security's contribution from the proceeds of the grant will be \$219,030.00 during the third year; and

WHEREAS, the total match furnished by the City during the three (3) year period is \$719,670.00; and

WHEREAS, the total monies estimated to be contributed by the Department of Homeland Security during the three (3) year period is \$1,470,630.00; and

WHEREAS, the Jackson Fire Department anticipates that a total of 15 firefighters will be hired during the three (3) year period; and

WHEREAS, the grant will assist the City Fire Department in hiring firefighters and emergency responders, which will facilitate the protection of life and property and eliminate barriers to Jackson Fire Departments' ability to address same; and

WHEREAS, the grant must be accepted within the FEMA GO System prior to the expiration of thirty (30) days of the notice of award by a registered Authorized Organization Representative; and

WHEREAS, Jillian Caldwell, an employee in the Department of Finance and Administration is a registered Authorized Organization Representative.

IT IS HEREBY ORDERED that Jillian Caldwell or another registered individual within the Department of Finance and Administration shall be authorized to accept the Staffing for Adequate Fire and Emergency Response (SAFER) Grant awarded by the Department of Homeland Security for the fiscal year 2018.

IT IS HEREBY ORDERED that monies not exceeding the sums indicated in this order may be expended and appropriated for the required match.

IT IS FURTHERED ORDERED that the Mayor shall be authorized to execute documents or authorize the submission of electronic reports and documents necessary to receive and draw the proceeds of the grant and may also perform those acts required, which are not inconsistent with this order.

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

Yeas- Banks, Foote, Lindsay, Priester, Stamps and Tillman.
Nays- None.
Absent- Stokes.

ORDER AUTHORIZING THE MAYOR TO APPROVE INTERNET SERVICE CONTRACT WITH COMCAST BUSINESS TO PROVIDE A DEDICATED INTERNET CONNECTION FOR PRECINCT #4 AND MAINTENANCE SERVICES FOR THE JACKSON POLICE DEPARTMENT.

WHEREAS, the Jackson Police Department would like to enter into a contract with Comcast Business to provide internet and maintenance services for Precinct 4; and

WHEREAS, the current internet system is incapable of providing the required internet connection for calls for services to conduct reports, body camera uploads, and reporting; and

WHEREAS, a dedicated internet connection and maintenance is required to provide the necessary services for patrol officers and the Jackson Police Department; and

WHEREAS, Comcast Business has been selected to provide the required internet service connection and maintenance for the Jackson Police Department, Precinct 4.

IT IS HEREBY ORDERED that the Mayor be authorized to execute an Internet Service Contract with Comcast Business to provide internet service and maintenance for Precinct 4 of the Jackson Police Department at a cost of \$326.90 per month including equipment and a one-time cost of \$199.00 for installation the total start-up fee is \$516.90. There shall be a one-year cancellation term at the listed rate.

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

Yeas- Banks, Foote, Lindsay, Priester, Stamps and Tillman.
Nays- None.
Absent- Stokes.

ORDER AMENDING THE CONTRACT WITH NEEL-SCHAFFER, INC, FOR CONSTRUCTION ENGINEERING AND INSPECTION SERVICES CONTRACT FOR THE WEST COUNTY LINE ROAD TIGER PROJECT, FEDERAL AID PROJECT NUMBER STP-0250-00(047) LPA/107100, CITY PROJECT NUMBER 16B4002.

WHEREAS, the City Council approved a Construction Engineering and Inspection contract with Neel-Schaffer, Inc., on October 6, 2017 in an amount not to exceed \$2,062,233.10 for West County Line Road TIGER Project; and

WHEREAS, in Exhibit 3 (Fees and Expenses) on page 23 of the contract, second paragraph it states: (Overtime work is not contemplated by this contract. Accordingly, direct salaries chargeable to this contract shall not include any overtime premium); and

WHEREAS, the Department of Public Work and Neel-Schaffer, Inc., agree that this language should be revised to allow overtime work to ensure subcontractors are compensated for their work performed under Neel-Schaffer, Inc., contract for Construction Engineering and Inspection Services; and

WHEREAS, in Exhibit 3 (Fees and Expenses) on page 23 of the contract, second paragraph the revised language would state: (Overtime work is allowed by this contract. Accordingly, direct salaries chargeable to this contract shall include any overtime premium).

IT IS, THEREFORE, ORDERED that the City Council approve amending the contract with Neel-Schaffer, Inc., for construction engineering and inspection services for the West County Line Road TIGER Project, Federal Aid Project No. STP-0250-00(047) LPA/107100, City Project No. 16B4002.

Council Member Priester moved adoption; **Council Member Tillman** seconded.

Yeas- Banks, Foote, Lindsay, Priester, Stamps and Tillman.
Nays- None.
Absent- Stokes.

ORDER AMENDING THE CONTRACT WITH NEEL-SCHAFFER, INC., FOR CONSTRUCTION ENGINEERING AND INSPECTION SERVICES CONTRACT FOR THE STATE STREET TIGER PROJECT, FEDERAL AID PROJECT NUMBER STP-0250-00(047) LPA/107200, CITY PROJECT NUMBER 16B4001.

WHEREAS, the City Council approved a Construction Engineering and Inspection contract with Neel-Schaffer, Inc., on October 6, 2017 in an amount not to exceed \$2,328,233.10 for State Street TIGER Project; and

WHEREAS, in Exhibit 3 (Fees and Expenses) on page 24 of the contract, second paragraph it states: (Overtime work is not contemplated by this contract. Accordingly, direct salaries chargeable to this contract shall not include any overtime premium); and

WHEREAS, the Department of Public Work and Neel-Schaffer, Inc., agree that this language should be revised to allow overtime work to ensure subcontractors are compensated for their work performed under Neel-Schaffer, Inc., contract for Construction Engineering and Inspection Services; and

WHEREAS, in Exhibit 3 (Fees and Expenses) on page 24 of the contract, second paragraph the revised language would state: (Overtime work is allowed by this contract. Accordingly, direct salaries chargeable to this contract shall include any overtime premium).

IT IS, THEREFORE, ORDERED that the City Council approve amending the contract with Neel-Schaffer, Inc., for construction engineering and inspection services for the State Street TIGER Project, Federal Aid Project No. STP-0250-00(047) LPA/107200, City Project No. 16B4001.

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

Yeas- Banks, Foote, Lindsay, Priester, Stamps and Tillman.
Nays- None.
Absent- Stokes.

ORDER ACCEPTING THE BID OF MAX FOOTE CONSTRUCTION COMPANY, LLC, FOR THE SAVANNA WASTEWATER TREATMENT PLANT PHASE 1A IMPROVEMENTS, CITY PROJECT NUMBER 19B4001.701, SRF PROJECT NO. C280838-04.

WHEREAS, on September 3, 2019, the City of Jackson received four sealed bids for the Savanna Wastewater Treatment Plant Phase 1A Improvements, City Project No.19B4001.701, SRF Project No. C280838-04; and

WHEREAS, the bid received from Max Foote Construction Company, LLC, in the amount of \$23,277,000.00, was the lowest and best bid received and met specifications; and

WHEREAS, the Department of Public Works recommends that the City accept the bid of Max Foote Construction Company, LLC, as the lowest and best bid.

IT IS, THEREFORE, ORDERED that the bid of Max Foote Construction Company, LLC, in the amount of \$23,277,000.00, is accepted in accordance with the City’s Advertisement for Bidders; said bid and the specifications are placed on file with the Public Works Department, Engineering Division, Room 424 at 200 S. President Street and the City Clerk, Jackson, Mississippi.

Council Member Priester moved adoption; **Council Member Tillman** seconded.

Yeas- Banks, Foote, Lindsay, Priester and Tillman.
Nays- Stamps.
Absent- Stokes.

ORDER AUTHORIZING CHANGE ORDER NO.1/FINAL TO THE CONTRACT OF DOZER, LLC, FOR THE WEST STREET BRIDGE REHABILITATION PROJECT, CITY PROJECT NUMBER 17B4500.702, ER-7254-00(005) LPA/107358-701000.

WHEREAS, the City of Jackson entered into a construction contract with Dozer, LLC, on March 20, 2018 for the West Street Bridge Rehabilitation Project; and

WHEREAS, the project provided rehabilitation of the West Street Bridge over Town Creek; and

WHEREAS, Change Order No. 1/Final represents a decrease to the current contract amount due to the adjustment of quantities and the removal or addition of items; and

WHEREAS, a final field inspection was held by the Department of Public Works, and the Department recommends acceptance of the project; and

WHEREAS, the current contract amount is \$688,205.50 and the decreased contract amount will be \$534,453.36; and

WHEREAS, the Department of Public Works recommends final payment in the amount of \$46,446.00 to Dozer, LLC; and

WHEREAS, the bonding company North American Specialty Insurance Company, Attorney-in-fact, surety on performance of the said contract, has authorized release and payment of all money due under said contract.

IT IS, THEREFORE, ORDERED that Change Order No. 1/Final to the contract of Dozer, LLC, decreasing the contract amount by \$153,752.14 to a final contract amount of \$534,453.36, is authorized.

IT IS, THEREFORE, ORDERED that the City make final payment in the amount of \$46,446.00 and release all securities held to Dozer, LLC, for all the work completed and materials furnished under this contract and that the City Clerk Publish the Notice of Completion of the West Street Bridge Rehabilitation Project, City Project Number 17B4500.702, ER-7254-00(005) LPA/107358-701000.

Council Member Priester moved adoption; **President Lindsay** seconded.

Yeas- Banks, Foote, Lindsay, Priester, Stamps and Tillman.

Nays- None.

Absent- Stokes.

ORDER ACCEPTING MYTHICS, INC. TO PROVIDE ORACLE SUPPORT RENEWAL FOR SOFTWARE, LICENSING AND SUPPORT RELATING TO THE CITY OF JACKSON WATER BILLING SYSTEM.

WHEREAS, the City of Jackson entered into a contract with Siemens, Inc., which included the implementation of a new billing system; and

WHEREAS, the City of Jackson advertised for bids for the Oracle Support Renewal for Software Update Licensing and Support; and

WHEREAS, the maintenance agreement for support expired on September 1, 2019 and needs to be renewed; and

WHEREAS, Mythics, Inc. submitted the lowest and best bid of \$394,274.51; and

WHEREAS, the maintenance needs for this system have been analyzed and the purchase of maintenance for this system is recommended.

IT IS, THEREFORE, ORDERED that the bid of Mythics, Inc., is accepted at a cost of \$394,274.51 for the period beginning on September 1, 2019 through August 31, 2020.

Council Member Tillman moved adoption; **Council Member Priester** seconded.

Yeas- Banks, Foote, Lindsay, Priester and Tillman.
Nays- Stamps.
Absent- Stokes.

ORDER AUTHORIZING TASK ORDER NUMBER 4 WITH BURNS & MCDONNELL FOR PROGRAM MANAGEMENT SERVICES FOR THE WASTEWATER CONSENT DECREE.

WHEREAS, the City of Jackson authorized an Agreement for Program Management Services for the Wastewater Consent Decree on January 24, 2017; and

WHEREAS, the initial term of the Agreement was for four-years, with options for two additional two-year terms; and

WHEREAS, the Agreement is also contingent upon the appropriation of funding for the Agreement; and

WHEREAS, Burns & McDonnell have proposed Task Order Number 4, in the amount of \$2,343,772.00, for a period ending September 30, 2020, to provided program management services necessary for work required under the City's Wastewater Consent Decree; and

WHEREAS, the Department of Public Works recommends that the City authorize Task Order Number 4 with Burns & McDonnell to continue providing program management services for the City's Wastewater Consent Decree.

IT IS, THEREFORE, ORDERED that Task Order Number 4 with Burns & McDonnell to provide Program Management Services for the Wastewater Consent Decree, in an amount not to exceed \$2,343,772.00 for services through September 30, 2020, is authorized.

IT IS FURTHER ORDERED that the Mayor is authorized to execute Task Order Number 4.

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

President Lindsay recognized **Terry Williamson**, City Attorney's Office, who stated that an amendment was needed to change the order as follows:

1. In the header, Task Order Number 4A;
2. In the 4th paragraph Task Order Number 4A, ~~\$2,343,772~~ should be \$1,400,000. ~~September~~ should be April 30, 2020.
3. In the 5th paragraph, Task Order Number 4 A; ~~\$2,343,772~~ should be \$1,400,000; ~~September~~ April 30, 2020.
4. In the last paragraph, Task Order Number 4A

Council Member Foote moved, seconded by **Council Member Banks** to amend said order to reflect the changes that was stated by **Attorney Terry Williamson**. The motion prevailed by the following vote:

Yeas- Banks, Foote, Lindsay, Priester, Stamps and Tillman.
Nays- None.
Absent- Stokes.

Thereafter, **President Lindsay** called for a vote on said item as amended:

ORDER AUTHORIZING TASK ORDER NUMBER 4A WITH BURNS & MCDONNELL FOR PROGRAM MANAGEMENT SERVICES FOR THE WASTEWATER CONSENT DECREE.

WHEREAS, the City of Jackson authorized an Agreement for Program Management Services for the Wastewater Consent Decree on January 24, 2017; and

WHEREAS, the initial term of the Agreement was for four-years, with options for two additional two-year terms; and

WHEREAS, the Agreement is also contingent upon the appropriation of funding for the Agreement; and

WHEREAS, Burns & McDonnell have proposed Task Order Number 4A, in the amount of \$1,400,000.00, for a period ending April 30, 2020, to provided program management services necessary for work required under the City's Wastewater Consent Decree; and

WHEREAS, the Department of Public Works recommends that the City authorize Task Order Number 4A with Burns & McDonnell to continue providing program management services for the City's Wastewater Consent Decree.

IT IS, THEREFORE, ORDERED that Task Order Number 4 with Burns & McDonnell to provide Program Management Services for the Wastewater Consent Decree, in an amount not to exceed \$1,400,000.00 for services through April 30, 2020, is authorized.

IT IS FURTHER ORDERED that the Mayor is authorized to execute Task Order Number 4A.

Yeas- Banks, Foote, Lindsay, Priester, Stamps and Tillman.

Nays- None.

Absent- Stokes.

President Lindsay recognized **Robert Miller**, Director of Public Works, who requested that an item regarding sewer repair on Linde Drive be added to the agenda on an emergency basis.

Council Member Priester moved, seconded by **Council Member Foote** to add an item to the agenda on an emergency basis. The motion prevailed by the following vote:

Yeas- Banks, Foote, Lindsay, Priester, Stamps and Tillman.

Nays- None.

Absent- Stokes.

President Lindsay requested that the Clerk read the Order:

ORDER ACCEPTING THE BID OF UTILITY CONSTRUCTORS, INC, FOR THE LINDE DRIVE SEWER EMERGENCY, CITY PROJECT NUMBER 18B0510.701.

WHEREAS, on July 23, 2019, the City of Jackson received two sealed bids for the Linde Drive Sewer Emergency, City Project No.18B0510.701; and

WHEREAS, the bid received from Utility Constructors, Inc., in the amount of \$1,755,236.00, was the lowest and best bid received and met specifications; and

WHEREAS, the Department of Public Works recommends that the City accept the bid of Utility Constructors, Inc., as the lowest and best bid.

IT IS, THEREFORE, ORDERED that the bid of Utility Constructors, Inc., in the amount of \$1,755,256.00, is accepted in accordance with the City's Advertisement for Bidders; said bid and the specifications are placed on file with the Public Works Department, Engineering Division, Room 424 at 200 S. President Street and the City Clerk, Jackson, Mississippi.

Council Member Priester moved adoption; **Council Member Tillman** seconded.

Yeas- Banks, Foote, Lindsay, Priester, Stamps and Tillman.

Nays- None.

Absent- Stokes.

ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTINGENCY CONTRACT WITH DAVIS & WILLIAMS, PLLC, AND RAWLINGS & MACINNIS, P.A. TO REPRESENT THE CITY OF JACKSON, MISSISSIPPI, IN POSSIBLE PER- AND POLYFLUOROALKYL SUBSTANCES AND AQUEOUS FILM FORMING FOAM LITIGATION CLAIMS.

WHEREAS, the City of Jackson, Mississippi has identified law firms to investigate and pursue claims regarding potential chemicals in the environment; and

WHEREAS, the Administration recommends retaining the law firms of Davis & Williams, PLLC and Rawlings & MacInnis, P.A., as being in the best interest of the City of Jackson to represent the City in the investigation and potential litigation; and

WHEREAS, the City of Jackson seeks a solution to address the issue and believes litigation may be one tool in addressing the presence of PFAS, PFOS, C-8 chemicals, 1,4-Dioxane, Aqueous Film Forming Foam, and other identifiable related contaminants (collectively, "Chemicals") in the environment; and

WHEREAS, the Firms have proposed that fees paid for services be contingent upon recovery whether by judgment, settlement, or otherwise; and

WHEREAS, the Parties agree that the combined Firms herein shall provide said representation and services for a certain percentage fee of the gross recovery plus reimbursement for reasonable expenses associated with the prosecution of the case; and

WHEREAS, the City believes it is in the City's best interest to execute the Agreement.

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute any and all necessary documents to enter into a Retainer Agreement with Davis & Williams, PLLC and Rawlings & MacInnis, P.A., to represent the City in litigation involving the chemicals for a certain percentage fee from any gross recovery, plus reimbursement for reasonable expenses associated with the prosecution of the case.

Council Member Tillman moved adoption; **Council Member Priester** seconded.

President Lindsay recognized **Gregory Davis** of Davis & Williams, PLLC, who provided information regarding the fee schedule of said order at the request of **Council Member Priester**.

President Lindsay recognized **Council Member Priester** who moved, seconded by **Council Member Banks** to amend said order in the last paragraph to remove a certain percentage and include 33 1/3 %. The motion prevailed by the following vote:

Yeas- Banks, Foote, Lindsay, Priester, Stamps and Tillman.

Nays- None.

Absent- Stokes.

Thereafter, **President Lindsay** called for a vote on said item as amended:

ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTINGENCY CONTRACT WITH DAVIS & WILLIAMS, PLLC, AND RAWLINGS & MACINNIS, P.A. TO REPRESENT THE CITY OF JACKSON, MISSISSIPPI, IN POSSIBLE PER- AND POLYFLUOROALKYL SUBSTANCES AND AQUEOUS FILM FORMING FOAM LITIGATION CLAIMS.

WHEREAS, the City of Jackson, Mississippi has identified law firms to investigate and pursue claims regarding potential chemicals in the environment; and

WHEREAS, the Administration recommends retaining the law firms of Davis & Williams, PLLC and Rawlings & MacInnis, P.A., as being in the best interest of the City of Jackson to represent the City in the investigation and potential litigation; and

WHEREAS, the City of Jackson seeks a solution to address the issue and believes litigation may be one tool in addressing the presence of PFAS, PFOS, C-8 chemicals, 1,4-Dioxane, Aqueous Film Forming Foam, and other identifiable related contaminants (collectively, "Chemicals") in the environment; and

WHEREAS, the Firms have proposed that fees paid for services be contingent upon recovery whether by judgment, settlement, or otherwise; and

WHEREAS, the Parties agree that the combined Firms herein shall provide said representation and services for a certain percentage fee of the gross recovery plus reimbursement for reasonable expenses associated with the prosecution of the case; and

WHEREAS, the City believes it is in the City's best interest to execute the Agreement.

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute any and all necessary documents to enter into a Retainer Agreement with Davis & Williams, PLLC and Rawlings & MacInnis, P.A., to represent the City in litigation involving the chemicals for a 33 1/3% fee from any gross recovery, plus reimbursement for reasonable expenses associated with the prosecution of the case.

Yeas- Banks, Foote, Lindsay, Priestester, Stamps and Tillman.
Nays- None.
Absent- Stokes.

Council Member Stamps left the meeting.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JACKSON, MISSISSIPPI DIRECTING THE ISSUANCE OF A TAXABLE GENERAL OBLIGATION NOTE OF THE CITY IN A PRINCIPAL AMOUNT OF NOT TO EXCEED SEVEN MILLION DOLLARS (\$7,000,000) PURSUANT TO SECTION 21-35-19, MISSISSIPPI CODE OF 1972, AS AMENDED AND SUPPLEMENTED FROM TIME TO TIME, IN ORDER TO PRESERVE THE ORDER AND PUBLIC HEALTH OF THE CITY BY PROVIDING THE FINANCING FOR THE COSTS REQUIRED FOR IMPROVEMENTS TO THE METERING AND BILLING COLLECTION SYSTEMS OF THE CITY'S WATER AND SEWER SYSTEM RESULTING FROM THE FAILED IMPLEMENTATION OF A NEW METERING AND BILLING COLLECTION SYSTEM THAT HAS CAUSED EMERGENCY CONDITIONS TO THE CITY'S WATER AND SEWER SYSTEM AND ARE NECESSARY TO ENSURE THE CITY'S ABILITY TO DELIVER WATER AND SEWER SERVICES TO ITS CITIZENS AND IN ORDER TO MEET MANDATORY EXPENDITURES OF THE CITY REQUIRED BY LAW; AWARDING THE SALE OF SAID NOTE; PRESCRIBING THE FORM AND DETAILS OF SAID NOTE; PROVIDING CERTAIN COVENANTS OF SAID CITY IN CONNECTION WITH SAID NOTE AND DIRECTING THE PREPARATION, EXECUTION AND DELIVERY THEREOF; AND FOR RELATED PURPOSES.

WHEREAS, the City Council of the City of Jackson, Mississippi (the "Governing Body"), acting for and on behalf of the City of Jackson, Mississippi (the "City") are authorized by Section 21-35-19, Mississippi Code of 1972, as amended and supplemented from time to time (the "Act") to, with the unanimous vote of the Governing Body acting and present, borrow money upon the happening of any emergency caused by fire, flood, explosion, storm, earthquake, epidemic, riot or insurrection, or caused by any inherent defect due to defective construction, or when the immediate preservation of order or of public health is necessary, or when the restoration of a condition of usefulness of any public building which has been destroyed by accident appears advisable or in order to settle lawful claims for personal injuries or property damage where such municipality is liable therefor under law, exclusive of claims arising from the operation of any public utility owned by the municipality, or in order to meet mandatory expenditures required by law; and

WHEREAS, the Governing Body has determined that, in the interest of the preservation of order and the public health of the City, and in order to meet mandatory expenditures required by law, it is necessary and advisable for the City to provide financing for the costs incurred or to be incurred by the City, including, but not limited to, costs required for improvements to the billing and metering systems of the City's water and sewer system resulting from the failed implementation of a new metering and billing collection system that has caused emergency conditions to the City's water and sewer system and are necessary to ensure the City's ability to deliver water and sewer services to its citizens and in order to meet mandatory expenditures of the City required by law (the "Project"); and

WHEREAS, the Governing Body has determined that an emergency exists under the Act and that the expenditures necessary to finance the Project cannot be provided for from the City's current budget; and

WHEREAS, on September 26, 2019, the Governing Body, by unanimous vote of those acting and present, adopted a resolution (the "Intent Resolution") declaring the necessity for the sale and issuance of a taxable general obligation note of the City to raise money for the purpose of providing financing for the Project, and authorizing the distribution of a Request for Proposals (the "Request for Proposals") and other materials and information convenient to the sale of such note; and

WHEREAS, the Project is in accordance with the provisions of the Act; and

WHEREAS, the Governing Body is authorized pursuant to the Act to provide financing for the Project through the issuance of a general obligation note of the City secured by a pledge of the full faith, credit and resources of the City; and

WHEREAS, the issuance of the Note under the Act for the purpose of financing the Project will not exceed any constitutional or statutory limitation upon indebtedness which may be incurred by the City; and

WHEREAS, the Governing Body has determined that it is necessary and advisable to issue a taxable general obligation note of the City in the aggregate principal amount of not to exceed Seven Million Dollars (\$7,000,000) in order to finance the Project and to pay the costs of the sale and issuance of such note; and

WHEREAS, such taxable general obligation note shall be designated as the \$7,000,000 City of Jackson, Mississippi Taxable General Obligation Note, Series 2019 (the "Note"); and **WHEREAS**, pursuant to the Intent Resolution, the Mayor of the City (the "Mayor"), Butler Snow LLP ("Special Counsel") and PFM Financial Advisors LLC (the "Municipal Advisor") prepared and distributed the Request for Proposals and a Form of Proposal to prospective purchasers of the Note; and

WHEREAS, at or prior to the hour of 3:30 p.m., Mississippi time, on this 15th day of October, 2019, there were filed with the Governing Body () sealed proposals on the Form of Proposal which are attached hereto as Exhibit A (the "Proposals") and made a part hereof for the purchase of the Note pursuant to the terms and provisions of the Request for Proposals, as follows:

Name of Bidder –

November 1, 2022 Maturity Date Interest Rate

November 1, 2024 Maturity Date

Interest Rate

WHEREAS, the Proposals have been read at length and have been considered by the Governing Body; and

WHEREAS, the Governing Body has determined that the Proposal of _____ (the "Purchaser") for a November 1, _____ Maturity Date produces the most advantageous terms on the Note for the City; and

WHEREAS, it is the opinion of the Governing Body that the best interest of the City will be served by the acceptance of the Proposal of the Purchaser; and

WHEREAS, the issuance of the Note for the purpose of providing funds to finance the Project will result in a substantial public benefit to the citizens of the City; and

WHEREAS, it has now become necessary that the Governing Body proceed to make provision for the preparation, execution, issuance and delivery of the Note.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY, ACTING FOR AND ON BEHALF OF THE CITY, AS FOLLOWS:

SECTION 1. This resolution is adopted pursuant to the Act and the Constitution and laws of the State and all recitations hereinabove made are found and adjudicated to be true and correct.

SECTION 2. The Proposal of the Purchaser is hereby declared to be the best responsive Proposal and the one offering to purchase the Note at the most advantageous terms on the Note for the City.

SECTION 3. The Proposal of the Purchaser be, and the same is hereby, accepted, subject to the conditions of the Proposal of the Purchaser and this resolution.

SECTION 4. The Mayor be, and he is hereby, authorized and directed to accept the Proposal of the Purchaser and to endorse upon the Proposal of the Purchaser, for and on behalf of the City, a suitable notation as evidence of the acceptance of the Proposal of the Purchaser and to do all other acts and things required to evidence the City's acceptance thereof.

SECTION 5. Proceeding under the authority of the Act, there shall be and there is hereby authorized and directed to be issued a Taxable General Obligation Note, Series 2019 of the City in the aggregate principal amount of not to exceed Seven Million Dollars (\$7,000,000) for the purpose of providing financing for the Project and paying the costs of the sale and issuance of the Note. In consideration of the purchase and acceptance of the Note, this resolution shall constitute a contract between the City and the registered holder from time to time of the Note. Pursuant to the Act, the Note shall be a general obligation of the City, and the full faith, credit and resources of the City are hereby irrevocably pledged for the payment of the principal of and interest on the Note. For the purposes of effectuating and providing for the payment of the principal of and interest on the Note, as the same shall mature and accrue, there shall be and is hereby levied a direct, continuing special ad valorem tax upon all of the taxable property within the geographical limits of the City, adequate and sufficient, after allowance shall have been made for the expenses of collection and delinquencies in the payment of taxes, to produce sums required for the payment of the principal of and the interest on the Note; provided, however, that such tax levy for any year shall be abated pro tanto to the extent the City on or prior to September 1 of that year has transferred money to the Note Fund (as hereinafter defined), or has made other provisions for funds, to be applied toward the payment of the principal of and interest on the Note due during the ensuing fiscal year of the City. Said tax shall be extended upon the tax rolls and collected in the same manner and at the same time as other taxes of the City are collected, and the rate of tax which shall be so extended shall be sufficient in each year fully to produce the sums required as aforesaid, without limitation as to rate or amount. The avails of said tax are hereby irrevocably pledged for the payment of the principal of and interest on the Note as the same shall respectively mature and accrue. Should there be a failure in any year to comply with the requirements of this Section 5, such failure shall not impair the right of the registered holder of the Note in any subsequent year to have adequate taxes levied and collected to meet the obligations of the Note, both as to principal and interest.

SECTION 6. The Note will be dated from the date of its delivery; will be delivered in a single denomination of not to exceed \$7,000,000; will be numbered R-1; will be issued in registered form; will mature on November 1, _____ and will bear interest from the date of each advance of principal on the Note at the rate of _____% per annum. Interest on the Note will be computed on the basis of a 360-day year consisting of twelve (12) consecutive thirty (30) day months.

If the date for payment of the principal of and interest on the Note shall be a Saturday, Sunday, legal holiday or a day on which banking institutions in the City are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not a Saturday, Sunday, legal holiday or a day on which such banking institutions are authorized to close, and payment on such day shall have the same force and effect as if made on the normal day of payment.

SECTION 7. At the option of the City, all or a portion of the principal amount of the Note may be advanced periodically, from time to time; provided, however, that the total aggregate principal amount of all advances shall not exceed \$7,000,000 and each advance must be in an amount of at least \$250,000; provided, further, that the final advance may be in an amount less than \$250,000. The last advance on the Note shall be no later than eighteen (18) months from the date of issuance of the Note. No more than one advance shall be made in any calendar month. The Purchaser will make a notation of the date and amount of each advance on the grid to be attached to the Note. Failure of the Purchaser to make such a notation on the Note shall not affect the obligation of the City to repay such principal advance pursuant to the terms and provisions of the Note.

Interest will be payable by check or draft of the City, acting as paying and transfer agent for the Note (the "Paying and Transfer Agent") made payable to the registered owner of the Note named in, and mailed to the address appearing on the registration books of the City (the "Registration Books") on May 1 and November 1, commencing November 1, 2021. Principal of the Note will be due in full at final maturity on November 1, _____ at the office of the Paying and Transfer Agent.

SECTION 8. The Note will be subject to redemption prior to maturity, at the option of the City, in whole, on any date, or in part, on any date, at the principal amount thereof together with accrued interest to the date fixed for redemption and without premium. Notice of each such redemption shall be mailed, postage prepaid, or emailed, not less than five (5) business days prior to the redemption date, to the registered owner of the Note to be redeemed at the address appearing on the Registration Books.

If the Note is redeemed in part, amounts paid in connection with such partial redemption shall be applied first to interest to the extent then accrued and the remainder shall be applied to principal. In case the Note is to be redeemed in part only, the notice of redemption for the Note shall state the part or portion thereof to be redeemed.

Notice having been given in the manner and under the conditions hereinabove provided, the Note or portions thereof so called for redemption shall, on the date designated for redemption in such notice, become and be due and payable at the redemption price provided for redemption of the Note or portions thereof on such date. On the date so fixed for redemption, provided moneys for payment of the redemption price shall be held in separate accounts by the Paying and Transfer Agent in trust for the holder of the Note or portions thereof to be redeemed, interest on the Note or portions thereof so called for redemption shall cease to accrue, such Note or portions thereof shall cease to be entitled to any lien, benefit or security under this resolution, and the holder of the Note or portions thereof shall have no right in respect thereof except to receive payment of the redemption price thereof.

SECTION 9. Pursuant to the authority granted by the Act and the Registered Bond Act, being Sections 31-21-1 et seq., Mississippi Code of 1972, as amended and supplemented from time to time (the "Registered Bond Act"), the Note shall be executed by the manual signature of the Mayor and the official seal of the City shall be affixed or otherwise reproduced thereon, attested by the City Clerk, and the Note shall be authenticated by the City Clerk on behalf of the City, as Paying and Transfer Agent. The Paying and Transfer Agent shall authenticate the Note by executing the Certificate of Registration and Authentication thereon and the Note shall not be valid or become obligatory for any purpose until such certificate shall have been duly executed by the Paying and Transfer Agent. Such certificate, when duly executed on behalf of the City, shall be conclusive evidence that the Note so authenticated has been duly authenticated and delivered. The validation

and registration certificate, for which provision is hereinafter made, to appear on the Note, shall be executed by the City Clerk, and the said certificate may be executed by the manual or facsimile signature of the City Clerk. The Note shall be delivered to the Purchaser upon payment of the purchase price therefor in accordance with the terms and conditions of their sale and award and this resolution. Prior to or simultaneously with the delivery by the Paying and Transfer Agent of the Note, the City shall file with the Paying and Transfer Agent: (a) a copy, certified by the City Clerk, of the transcript of proceedings of the Governing Body in connection with the authorization, sale, issuance and validation of the Note; and (b) an authorization to the Paying and Transfer Agent, signed by the Mayor, to authenticate and deliver the Note to the Purchaser. At delivery, the Paying and Transfer Agent shall authenticate the Note and deliver it to the Purchaser upon payment of the purchase price of the Note to the City in accordance with this resolution. When the Note shall have been executed as herein provided, it shall be registered as an obligation of the City in the Registration Books, and the City Clerk shall cause to be imprinted upon the Note, over her signature and seal, her certificate in substantially the form set out in Section 10 hereof.

SECTION 10. The form of the Note, the certificates to appear on the Note and the Certificate of Registration and Authentication shall be in substantially the following forms and the Mayor and the City Clerk be, and are hereby, authorized and directed to make such changes, insertions and omissions therein as may in their opinions be required:

[FORM OF NOTE]

THE SALE, ASSIGNMENT, REPLACEMENT OR TRANSFER
OF THIS NOTE IS SUBJECT TO THE RESTRICTIONS IMPOSED
THEREON BY THE WITHIN MENTIONED RESOLUTION

INTEREST ON THIS NOTE SHOULD BE TREATED AS INCLUDABLE
IN GROSS INCOME OF THE HOLDER HEREOF
FOR FEDERAL INCOME TAX PURPOSES

Registered
No. R-1

\$7,000,000

UNITED STATES OF AMERICA
CITY OF JACKSON, MISSISSIPPI TAXABLE GENERAL
OBLIGATION NOTE, SERIES 2019

The City of Jackson, Mississippi (the "City") for value received, hereby promises to pay to _____ as registered holder hereof, or its legal representatives or registered assigns as hereinafter provided (the "Registered Holder") at the times and in the amount set forth below, the principal sum drawn hereunder but not to exceed

SEVEN MILLION DOLLARS

in any coin or currency of the United States of America which, on the date of payment thereof is legal tender for the payment of public and private debts, and to pay in like coin or currency, interest thereon from and including the date of each advance hereon at the rate of ____% per annum payable on May 1 and November 1 of each year, commencing on November 1, 2021. Interest will be payable by check or draft of the City of Jackson, Mississippi (the "Paying and Transfer Agent") made payable to the Registered Holder of this Note as of the close of business on the date which shall be the fifteenth (15th) day (whether or not a business day) preceding such interest payment date and named in and mailed to the address appearing on the registration books of the City held and maintained by the Paying and Transfer Agent. Interest on this Note will be computed on the basis of a 360-day year consisting of twelve (12) consecutive thirty (30) day months. Principal of the Note will be payable at the office of the Paying and Transfer Agent in full at final maturity on November 1, ____.

At the option of the City, all or a portion of the principal amount of the Note may be advanced periodically, from time to time; provided, however, that the total aggregate principal amount of all advances shall not exceed \$7,000,000 and each advance must be in an amount of at least \$250,000; provided, further, that the final advance may be in an amount less than \$250,000. Interest shall begin to accrue on the principal amount of each advance only from the date of each such advance. Each such advance will be recorded by the Registered Holder hereto in the place provided therefor on this Note, along with the date of such advance. The last advance on this Note shall be no later than

eighteen (18) months from the dated date of this Note. No more than one advance shall be made in any calendar month.

This Note is issued pursuant to the authority of and in full compliance with Section 21-35-19, Mississippi Code of 1972, as amended and supplemented from time to time (the "Act"), and resolutions duly and unanimously adopted by the City Council of the City on September 26, 2019 and October 15, 2019 (collectively, the "Resolution"). This Note is subject to all terms and conditions of the Resolution. Terms not otherwise defined herein shall have the same meanings ascribed to them in the Resolution.

This Note is issued to provide financing for the costs incurred or to be incurred by the City, including, but not limited to, (a) pay the costs required for improvements to the billing and metering systems of the City's water and sewer system resulting from the failed implementation of a new metering and billing collection system that has caused emergency conditions to the City's water and sewer system and are necessary to ensure the City's ability to deliver water and sewer services to its citizens and in order to meet mandatory expenditures of the City required by law (the "Project"), and (b) to pay the costs of the sale and issuance of this Note.

This Note shall be a general obligation of the City and shall be secured by a pledge of the full faith, credit and resources of the City. For the purposes of effectuating and providing for the payment of the principal of and interest on the Note, as the same shall mature and accrue, there shall be levied a direct, continuing special ad valorem tax upon all of the taxable property within the geographical limits of the City, adequate and sufficient, after allowance shall have been made for the expenses of collection and delinquencies in the payment of taxes, to produce sums required for the payment of the principal of and the interest on the Note; provided, however, that such tax levy for any year shall be abated pro tanto to the extent the City on or prior to September 1 of that year has transferred money to the Note Fund established pursuant to the Resolution, or has made other provisions for funds, to be applied toward the payment of the principal of and interest on the Note due during the ensuing fiscal year of the City. Said tax shall be extended upon the tax rolls and collected in the same manner and at the same time as other taxes of the City are collected, and the rate of tax which shall be so extended shall be sufficient in each year fully to produce the sums required as aforesaid, without limitation as to rate or amount. The avails of said tax are irrevocably pledged for the payment of the principal of and interest on the Note as the same shall respectively mature and accrue. Should there be a failure in any year to comply with these requirements, such failure shall not impair the right of the registered holder of the Note in any subsequent year to have adequate taxes levied and collected to meet the obligations of the Note, both as to principal and interest.

This Note will be subject to redemption prior to maturity, at the option of the City, in whole or in part, on any date, at the principal amount thereof together with accrued interest to the date fixed for redemption and without premium. Notice of each such redemption shall be mailed, postage prepaid, or emailed, not less than five (5) business days prior to the redemption date, to the registered owner of the Note to be redeemed at the address appearing on the registration books of the City maintained by the Paying and Transfer Agent.

If this Note is redeemed in part, amounts paid in connection with such partial redemption shall be applied first to interest to the extent then accrued and the remainder shall be applied to principal. In case this Note is to be redeemed in part only, the notice of redemption for this Note shall state the part or portion thereof to be redeemed.

Notice having been given in the manner and under the conditions hereinabove provided, this Note or portions thereof so called for redemption shall, on the date designated for redemption in such notice, become and be due and payable at the redemption price provided for redemption of this Note or portions thereof on such date. On the date so fixed for redemption, provided moneys for payment of the redemption price shall be held in separate accounts by the Paying and Transfer Agent in trust for the Registered Holder of this Note or portions thereof to be redeemed, interest on this Note or portions thereof so called for redemption shall cease to accrue, such Note or portions thereof shall cease to be entitled to any lien, benefit or security under the Resolution, and the Registered Holder of this Note or portions thereof shall have no right in respect thereof except to receive payment of the redemption price thereof.

If the date for payment of the principal of or interest on this Note shall be a Saturday, Sunday, legal holiday or a day on which banking institutions in the City are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not a Saturday, Sunday, legal holiday or a day on which such banking institutions are authorized to close, and payment on such day shall have the same force and effect as if made on the normal day of payment.

This Note may be transferred or exchanged by the Registered Holder hereof in person or by his attorney duly authorized in writing at the principal office of the Paying and Transfer Agent, but only in the manner, subject to the limitations in the Resolution, and upon surrender and cancellation of this Note. Upon such transfer or exchange, a new note of like amount, tenor and maturity will be issued.

The City and the Paying and Transfer Agent may deem and treat the Registered Holder hereof as the absolute owner for the purpose of receiving payment of or on account of principal hereof and interest due hereon and for all other purposes and neither the City nor the Paying and Transfer Agent shall be affected by any notice to the contrary.

It is hereby certified and recited that all acts, conditions and things required to exist, to happen, and to be performed precedent to and in the issuance of this Note exist, have happened and have been performed in regular and due form and time as required by the laws and the provisions of the Constitution of the State of Mississippi applicable thereto, and that the issuance of this Note does not violate any constitutional or statutory limitation or provision.

This Note shall bind the City and its successors and assigns, and the benefits hereof shall inure to the Registered Holder hereof and its successors and assigns.

IN WITNESS WHEREOF, the City of Jackson, Mississippi has issued this Note and has caused the same to be executed by the Mayor of the City and attested by the City Clerk of the City and its seal to be impressed hereon, all as of the ____ day of October, 2019.

(SEAL)

CITY OF JACKSON, MISSISSIPPI

By _____
Mayor

ATTEST:

City Clerk

CERTIFICATE OF REGISTRATION AND AUTHENTICATION

This is the Note described in the within mentioned Resolution of the City Council of the City of Jackson, Mississippi.

**CITY OF JACKSON, MISSISSIPPI, as
Paying and Transfer Agent**

By _____
City Clerk

Date of Registration and Authentication: _____

VALIDATION AND REGISTRATION CERTIFICATE

STATE OF MISSISSIPPI

COUNTY OF HINDS

I, Kristi Moore, City Clerk of the City of Jackson, Mississippi, do hereby certify that the issuance of the within Note has been validated and confirmed by decree of the Chancery Court of Hinds County, Mississippi, rendered on the ____ day of October, 2019 pursuant to the Act and that the within Note has been registered as an obligation of said City pursuant to law in a record kept in my office for that purpose.

(SEAL)

City Clerk of the City of
Jackson, Mississippi

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto

(Name and Address of Assignee)

the within Note and does hereby irrevocably constitute and appoint _____
as registrar and transfer agent to transfer the within Note on the records kept for registration thereof
with full power of substitution in the premises.

Signature guaranteed: _____
(Bank, Trust Company or Paying Agent)

(Authorized Officer)

Date of Assignment: _____

Insert Social Security Number or other Tax
Identification Number of Assignee

NOTICE: The signature to this Assignment must correspond with the name of the registered holder
as it appears upon the face of the within Note in every particular, without any alteration whatever,
and must be guaranteed by a commercial bank or trust company or a member of a national securities
exchange who is a member of a Medallion Signature Guarantee Program.

RECORD OF MULTIPLE ADVANCES

AMOUNT	DATE	SIGNATURE
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[END OF FORM OF NOTE]

SECTION 11. Subject to the restrictions contained herein, the registration of the Note may be transferred upon the Registration Books upon delivery to the Paying and Transfer Agent, accompanied by a written instrument or instruments of transfer in form and with guaranty of signatures satisfactory to the Paying and Transfer Agent, duly executed by the registered holder of the Note or by his attorney-in-fact or legal representative, containing written instructions as to the detail of transfer of the Note, along with the social security number or federal employer identification number of such transferee. In all cases of a transfer of the Note, the Paying and Transfer Agent shall at the earliest practical time according to the provisions of this resolution enter the transfer of ownership in the Registration Books and shall deliver in the name of the transferee a new fully registered note identical to the Note. The City may charge the registered holder of the Note for the registration of every such transfer of the Note sufficient to reimburse it for any tax, fee or any other governmental charge required (other than by the City) to be paid with respect to the registration of such transfer, and may require that such amounts be paid before any new such Note shall be delivered.

The Note may only be transferred upon compliance by the registered holder of the Note with the terms and provisions of this resolution, specifically; the registered holder of the Note must obtain from the Purchaser or transferee thereof, and deliver to the City on or before the closing date thereof or the date of transfer, a document satisfactory to the City to the effect that:

(a) The Purchaser or transferee, without reliance on others, certifies that it has conducted its own investigations, to the extent it deems satisfactory or sufficient, into matters relating to the business, properties, management, and financial position and results of operations of the City; it has received such information concerning the City as it deems to be necessary in connection with its purchase of the Note; and during the course of this transaction and prior to the purchase of the Note, it has been provided with the opportunity to ask questions of and receive answers from representatives of the City concerning the terms and conditions of the offering of the Note, and to obtain any additional information needed in order to verify the accuracy of the information obtained;

(b) The Purchaser or transferee, without reliance on others, certifies that it has sufficient knowledge and experience in financial and business matters, including purchase and ownership of taxable municipal and other obligations, to be able to evaluate the risks and merits of the Note;

(c) The Purchaser or transferee certifies that it is purchasing the Note for its own account as evidence of a privately placed and negotiated sale of the Note and not for resale at a profit, and that it is its present intention to hold the Note to maturity or earlier redemption in accordance with Rule G-34 of the Municipal Securities Rulemaking Board;

(d) The Purchaser or transferee will acknowledge that it has not been provided with any information from Butler Snow LLP ("Special Counsel") or PFM Financial Advisors LLC ("Municipal Advisor") and has not in any way relied upon Special Counsel (other than as set forth in its approving opinion as Special Counsel delivered on the date of issuance of the Note) or the Municipal Advisor for information about the City in connection with its purchase of the Note;

(e) The Purchaser or transferee acknowledges that no application for a rating for the Note from a nationally recognized rating agency has been made and none is expected to be made;

(f) The Purchaser or transferee certifies that while it has no present intention to resell or otherwise dispose of all or any part of the Note purchased by it, such Purchaser or transferee assumes responsibility, at its own cost, for disclosing all material information in compliance with all applicable federal and state securities laws in the event of its resale or transfer of the Note;

(g) The Purchaser or transferee certifies that it has been informed and understands that no disclosure document has been prepared in connection with the sale and delivery of the Note and that the Note is not subject to any continuing disclosure undertaking pursuant the SEC Rule

15c2-SECTION 12. The Governing Body hereby adopts the following conditions which are to apply to the transfer, exchange and replacement of the Note, and other similar matters.

**CONDITIONS AS TO THE ISSUANCE, TRANSFER, EXCHANGE AND
REPLACEMENT OF THE NOTE**

"Paying and Transfer Agent" as used in these Conditions means, as to the Note, the City, designated by action of the Governing Body as the Paying and Transfer Agent with respect to the Note and whose duties and responsibilities shall be as further limited or set forth in the form of Note.

The principal of the Note shall be payable at maturity of the Note (unless earlier redeemed) by check or draft drawn upon the Paying and Transfer Agent made payable to the Purchaser as the registered owner of the Note. The Note shall bear interest at the interest rate set forth herein. Interest on the Note shall be payable by check or draft drawn upon the Paying and Transfer Agent made payable to the Purchaser as the registered owner of the Note.

The Note, upon surrender thereof at said office of the Paying and Transfer Agent with a written instrument of transfer satisfactory to such Paying and Transfer Agent duly executed

by the registered owner or its authorized attorney, may be exchanged for a Note of like maturity and interest rate of the same denomination. Such new Note shall be dated as of the date of the initial delivery of the Note and shall bear interest from said date.

So long as the Note shall remain outstanding, the City shall cause the Paying and Transfer Agent to maintain and keep, at the offices of the City, Registration Records for the registration of the Note, and upon presentation of the Note for such purpose at such offices, the City shall cause to be registered thereon, and permit to be transferred thereon, under such reasonable regulations as the Paying and Transfer Agent may prescribe. So long as the Note remains outstanding, the City shall make all necessary provisions to permit the exchange of the Note at the offices of the City.

The Note shall be transferable in accordance with this resolution only upon the registration records which shall be maintained for that purpose at the offices of the City, by the registered owner thereof in person or its authorized attorney, upon surrender thereof, together with a written instrument of transfer satisfactory to the Paying and Transfer Agent, duly executed by the registered owner or its authorized attorney, and upon such transfer there shall be issued in the name of the transferee a new Note in registered form in the same aggregate principal amount and of like maturity and interest rate as the Note surrendered. Any Note issued in connection with a transfer shall be dated in the same manner provided above for the dating of the Note issued in connection with exchanges.

The Paying and Transfer Agent shall not be required to exchange or transfer the Note for a period of fifteen (15) days next preceding the maturity date of the Note. The transfer of the Note shall be subject to the satisfaction of the provisions of Section 11 hereof.

Any Note surrendered in any exchanges or transfers shall forthwith be canceled by the Paying and Transfer Agent.

Prior to the issuance or delivery of a new Note, whether upon original issuance, transfer, exchange or replacement, the Paying and Transfer Agent shall manually execute the certificate of authentication provided thereon. No Note shall be valid or obligatory for any purpose until such certificate of authentication shall have been duly executed by the Paying and Transfer Agent. Such certificate of the Paying and Transfer Agent upon any Note executed on behalf of the City shall be conclusive evidence that the Note so authenticated has been duly authenticated and delivered.

Any Note bearing the manual or facsimile signature of any person who shall have been the Mayor or the City Clerk of the City at the time such Note was originally dated or delivered by the City shall bind the City notwithstanding the fact that he or she may have ceased to be such officer prior to the delivery of such Note or was not such officer at the date of such Note.

In case the Note is mutilated, destroyed, lost or stolen and has become or is about to become due and payable, the Paying and Transfer Agent in its discretion may, instead of issuing a new Note, pay such Note.

Except as otherwise required by law, if (a) the mutilated Note is surrendered to the Paying and Transfer Agent at the offices of the City, or the Paying and Transfer Agent receives evidence to its satisfaction of the destruction, loss or theft of the Note and (b) there is delivered to the Paying and Transfer Agent such security and indemnity as may be required by it and by the City to save harmless the Paying and Transfer Agent, and as otherwise required by law, then, in the absence of notice to the Paying and Transfer Agent that such Note has been acquired by a bona fide purchaser as such term is defined in the Uniform Commercial Code as it is then in effect in the City, the Paying and Transfer Agent shall authenticate and deliver, in exchange for the mutilated Note, or in lieu of such destroyed, lost or stolen Note, a new Note of like tenor and principal amount, bearing a number not contemporaneously outstanding. The Paying and Transfer Agent shall thereupon cancel the Note so surrendered.

A new Note issued pursuant to this Section 12 in lieu of any surrendered, destroyed, lost or stolen Note shall constitute a contractual obligation of the City and shall be entitled to all benefits of this resolution. The Note shall be held and owned upon the express condition that the foregoing provisions are exclusive with respect to the replacement or payment of a mutilated, destroyed, lost or stolen Note, and shall preclude (to the extent lawful) all other rights or remedies with respect to the replacement or payment of a mutilated, destroyed, lost or stolen Note or securities.

Notwithstanding the foregoing provisions of these conditions, no Note shall be exchanged for another Note or be registered or transferred or issued or delivered by or on behalf of the Paying and Transfer Agent pursuant to this Section 12 at the request of a holder or owner of the Note, except upon payment to such Paying and Transfer Agent by or on behalf of such holder or owner of a charge sufficient to reimburse the Paying and Transfer Agent for any tax, fee, or other governmental charge required to be paid with respect to the transaction.

The Paying and Transfer Agent may treat and consider the person in whose name the Note shall be registered upon the registration records as herein provided as the holder and absolute owner thereof, whether the Note shall be overdue or not, for the purpose of receiving payment of the principal thereof, premium, if any, and interest thereon and for all other purposes whatsoever; provided, however, payment of, or on account of, the principal of, premium, if any, and interest on the Note shall be made only to, or upon the order of, such registered owner, and such payment so made shall be valid and effective to satisfy and discharge the liability upon the Note to the extent of the sum or sums so paid, and the Paying and Transfer Agent shall not be affected by any notice to the contrary.

If the date for payment of the principal of or interest on the Note shall be a Saturday, Sunday, legal holiday or a day on which banking institutions in the City, are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not a Saturday, Sunday, legal holiday or a day on which such banking institutions are authorized to close, and payment on such day shall have the same force and effect as if made on the normal day of payment.

SECTION 13. The Note shall be prepared and executed as soon as may be practicable after the adoption of this resolution and shall be delivered thereafter to the Purchaser.

SECTION 14. If (a) the City shall pay or cause to be paid to the holder of the Note the principal of, and interest to become due thereon at the times and in the manner stipulated therein and herein, and (b) the City shall have kept, performed and observed all and singular the covenants and promises in the Note and in this resolution expressed as to be kept, performed and observed by it or on its part, then the Note shall cease to be entitled to any lien, benefit or security under this resolution and shall no longer be deemed to be outstanding hereunder.

SECTION 15. The person in whose name the Note shall be registered in the Registration Records may be deemed the absolute holder thereof for all purposes, and payment of or on account of the principal of or interest on the Note shall be made only to or upon the order of the registered holder thereof, or his legal representative. All such payments shall be valid and effectual to satisfy and discharge the liability upon the Note to the extent of the sum or sums so paid.

SECTION 16. (a) The City shall maintain with a qualified depository thereof a special fund hereby created in the name of the City designated as the Series 2019 Note Fund (the "Note Fund") for the payment of the principal of and interest on the Note and the payment of the Paying and Transfer Agent's fees in connection therewith. There shall be deposited into the Note Fund as and when received:

- (1) the avails of any of the ad valorem taxes levied and collected pursuant to Section 5 hereof;
- (2) any income received from investment of monies in the Note Fund; and
- (3) any other funds available to the City which may be lawfully used for payment of the principal of and interest on the Note, including funds of the City's water and sewer system, and which the Governing Body, in its discretion, may direct to be deposited into the Note Fund.

(b) As long as any principal of and interest on the Note remains outstanding, the City Clerk is hereby irrevocably authorized and directed to withdraw from the Note Fund sufficient monies to make the payments herein provided for and to transfer same to the account of the Paying and Transfer Agent in time to reach said Paying and Transfer Agent at least one (1) business day prior to the date on which said principal and interest shall become due.

SECTION 17. (a) The principal proceeds received, from time to time, from the sale of the Note shall be deposited with a qualified depository of the City in a special fund hereby created in the name of the City designated as the Series 2019 Note Project Fund from which there shall be first paid by the City Clerk all expenses, premiums, fees and commissions incurred and deemed necessary or advantageous in connection with the authorization, sale, issuance, validation and delivery of the Note, including but not limited to, Special Counsel fees and legal expenses, Municipal Advisor fees and expenses, City Counsel fees and expenses and all claims that may have been incurred to date in connection with the Project, which payments shall subsequently be approved and ratified by the Governing Body.

(b) The balance of such proceeds shall be used, to the extent permitted by law, (1) for the Project or to reimburse the City for any expenses in connection with the Project; (2) to pay engineering, fiscal, trustee, printing, accounting, construction manager, feasibility consultant, legal expenses and development expenses incurred in connection with the Project and the costs of the sale and issuance of the Note; and (3) to pay costs related to any suits and proceedings in connection with the Project, including any costs of settlement thereof.

SECTION 18. Interest on the Note should be treated as includable in gross income of the holders thereof for federal income tax purposes. Pursuant to the Act, interest on the Note is exempt from State of Mississippi income taxes.

SECTION 19. Each member of the Governing Body, the Mayor and the City Clerk are hereby authorized to execute such documents, instruments and papers, and do such acts and things as may be necessary or advisable in connection with the authorization, sale, preparation, validation, execution, issuance and delivery of the Note.

SECTION 20. The decisions and determinations made by the Mayor, the City Clerk, the Municipal Advisor and Special Counsel relating to the Note, and the actions taken by them in connection with the preparation and distribution of the Request for Proposals are hereby approved and ratified by the Governing Body.

SECTION 21. Except as otherwise expressly provided herein, nothing in this resolution, express or implied, is intended or shall be construed to confer upon any person or firm or corporation other than the City, the Purchaser and the Paying and Transfer Agent, any right, remedy, or claim, legal or equitable, under and by reason of this resolution or any of the provisions hereof. This resolution and all of its provisions are intended to be and shall be for the sole and exclusive benefit of the City, the Governing Body and the Purchaser.

SECTION 22. All covenants, stipulations, obligations and agreements of the City contained in this resolution, shall be binding upon the City, and, except as otherwise provided in this resolution, all rights, powers and privileges conferred and duties and liabilities imposed upon the City by the provisions of this resolution, shall be exercised or performed by the City. No stipulation, obligation or agreement herein contained or any other document necessary to conclude the sale and issuance of the Note shall be deemed to be a stipulation, obligation or agreement of any officer, agent or employee of the City, including the Governing Body, in his or her individual capacity, and no such officer, agent or employee shall be personally liable on the Note or be subject to personal liability or accountability by reason of the sale and issuance thereof.

SECTION 23. In the event any scrivener's errors shall be discovered in this resolution after the adoption hereof but prior to the issuance of the Note, the Governing Body hereby authorizes and directs that each such scrivener's error shall be corrected in all multiple counterparts of this resolution prior to the issuance of the Note.

SECTION 24. If any one or more of the provisions of this resolution shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any of the other provisions of this resolution, but this resolution shall be construed and enforced as if such illegal or invalid provision or provisions had not been contained herein.

EXHIBIT A

Form of Proposal

\$7,000,000 (Not to Exceed)

CITY OF JACKSON, MISSISSIPPI

TAXABLE GENERAL OBLIGATION NOTE, SERIES 2019

This proposal is provided in response to the Request for Proposals (the "RFP") dated October 1, 2019 and distributed by the City of Jackson, Mississippi (the "Issuer"), relating to the issuance of its Taxable General Obligation Note, Series 2019 (the "Note") dated as of its delivery and issued in the amount of not to exceed \$7,000,000, as described in the RFP. This proposal is subject to all the terms and conditions of the RFP and the Resolution (as attached to the RFP) which, by this reference, is hereby made a part hereof.

The Note shall have a bullet maturity and bear interest from the date of each draw of principal as specified below. Interest on the Note shall be payable semi-annually, commencing on November 1, 2021 and each May 1 and November 1 thereafter until its maturity. Principal on the Note will be paid in full at maturity.

We hereby acknowledge that we have received and reviewed the RFP and the Resolution. The undersigned hereby proposes to provide financing to the Issuer for the Note as follows:

Term	Maturity ⁽¹⁾	Interest Rate ⁽²⁾
3-Year Term	November 1, 2022	
5-Year Term	November 1, 2024	

1. The Note shall be redeemable at the option of the Issuer, in whole or in part, at par and without premium at any time.
2. Strong preference will be given to proposals for a 5-Year Term with Note maturity on November 1, 2024. Proposers are strongly encouraged to provide a proposal for both options.

We hereby acknowledge that we will fully comply with the terms and requirements of the RFP and the Resolution.

NAME: _____
 Address: _____
 Telephone: _____
 Authorized Representative: _____
 Title: _____
 Expiration: _____

(Note: No addition to or alteration in this proposal is to be made, and any erasure may cause a rejection of this proposal.)

Council Member Priester moved adoption; Council Member Tillman seconded.

President Lindsay recognized Attorney Steve Edds of Butler Snow, who provided an overview of the results from the Request for Proposal and Ricardo Callendar, a representative of PFM Financial, provided an overview of the terms of the proposed loan.

Attorney Steve Edds of Butler Snow stated that amendments were needed to said item to include the following:

1. In the 4th paragraph, the date should be changed to October 1, 2019
2. In the 11th paragraph, the date should be October 15th; (2) sealed proposals; Name of Bidder, Trustmark National Bank 3.2 & 3.25 %, Bancorpsouth 3.32%
3. In the 13th paragraph, Proposal of Trustmark National Bank, November 1, 2024

4. In Section 6, November 1, 2024; rate of 3.25%
5. In Section 7, November 1, 2024
6. In Section 10, pay to Trustmark National Bank; rate of 3.25%; November 1, 2024; ~~September 26,~~ October 1, 2019

Council Member Foote moved, seconded by **Council Member Tillman** moved to amend said item to reflect the changes stated by **Attorney Steve Edds**. The motion prevailed by the following vote:

Yeas- Banks, Foote, Lindsay, Priester and Tillman.

Nays- None.

Absent- Stamps and Stokes.

Thereafter, **President Lindsay** called for a vote on said item as amended:

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JACKSON, MISSISSIPPI DIRECTING THE ISSUANCE OF A TAXABLE GENERAL OBLIGATION NOTE OF THE CITY IN A PRINCIPAL AMOUNT OF NOT TO EXCEED SEVEN MILLION DOLLARS (\$7,000,000) PURSUANT TO SECTION 21-35-19, MISSISSIPPI CODE OF 1972, AS AMENDED AND SUPPLEMENTED FROM TIME TO TIME, IN ORDER TO PRESERVE THE ORDER AND PUBLIC HEALTH OF THE CITY BY PROVIDING THE FINANCING FOR THE COSTS REQUIRED FOR IMPROVEMENTS TO THE METERING AND BILLING COLLECTION SYSTEMS OF THE CITY'S WATER AND SEWER SYSTEM RESULTING FROM THE FAILED IMPLEMENTATION OF A NEW METERING AND BILLING COLLECTION SYSTEM THAT HAS CAUSED EMERGENCY CONDITIONS TO THE CITY'S WATER AND SEWER SYSTEM AND ARE NECESSARY TO ENSURE THE CITY'S ABILITY TO DELIVER WATER AND SEWER SERVICES TO ITS CITIZENS AND IN ORDER TO MEET MANDATORY EXPENDITURES OF THE CITY REQUIRED BY LAW; AWARDED THE SALE OF SAID NOTE; PRESCRIBING THE FORM AND DETAILS OF SAID NOTE; PROVIDING CERTAIN COVENANTS OF SAID CITY IN CONNECTION WITH SAID NOTE AND DIRECTING THE PREPARATION, EXECUTION AND DELIVERY THEREOF; AND FOR RELATED PURPOSES.

WHEREAS, the City Council of the City of Jackson, Mississippi (the "Governing Body"), acting for and on behalf of the City of Jackson, Mississippi (the "City") are authorized by Section 21-35-19, Mississippi Code of 1972, as amended and supplemented from time to time (the "Act") to, with the unanimous vote of the Governing Body acting and present, borrow money upon the happening of any emergency caused by fire, flood, explosion, storm, earthquake, epidemic, riot or insurrection, or caused by any inherent defect due to defective construction, or when the immediate preservation of order or of public health is necessary, or when the restoration of a condition of usefulness of any public building which has been destroyed by accident appears advisable or in order to settle lawful claims for personal injuries or property damage where such municipality is liable therefore under law, exclusive of claims arising from the operation of any public utility owned by the municipality, or in order to meet mandatory expenditures required by law; and

WHEREAS, the Governing Body has determined that, in the interest of the preservation of order and the public health of the City, and in order to meet mandatory expenditures required by law, it is necessary and advisable for the City to provide financing for the costs incurred or to be incurred by the City, including, but not limited to, costs required for improvements to the billing and metering systems of the City's water and sewer system resulting from the failed implementation of a new metering and billing collection system that has caused emergency conditions to the City's water and sewer system and are necessary to ensure the City's ability to deliver water and sewer services to its citizens and in order to meet mandatory expenditures of the City required by law (the "Project"); and

WHEREAS, the Governing Body has determined that an emergency exists under the Act and that the expenditures necessary to finance the Project cannot be provided for from the City's current budget; and

WHEREAS, on October 1, 2019, the Governing Body, by unanimous vote of those acting and present, adopted a resolution (the "Intent Resolution") declaring the necessity for the sale and issuance of a taxable general obligation note of the City to raise money for the purpose of providing financing for the Project, and authorizing the distribution of a Request for Proposals (the "Request for Proposals") and other materials and information convenient to the sale of such note; and

WHEREAS, the Project is in accordance with the provisions of the Act; and

WHEREAS, the Governing Body is authorized pursuant to the Act to provide financing for the Project through the issuance of a general obligation note of the City secured by a pledge of the full faith, credit and resources of the City; and

WHEREAS, the issuance of the Note under the Act for the purpose of financing the Project will not exceed any constitutional or statutory limitation upon indebtedness which may be incurred by the City; and

WHEREAS, the Governing Body has determined that it is necessary and advisable to issue a taxable general obligation note of the City in the aggregate principal amount of not to exceed Seven Million Dollars (\$7,000,000) in order to finance the Project and to pay the costs of the sale and issuance of such note; and

WHEREAS, such taxable general obligation note shall be designated as the \$7,000,000 City of Jackson, Mississippi Taxable General Obligation Note, Series 2019 (the "Note"); and **WHEREAS**, pursuant to the Intent Resolution, the Mayor of the City (the "Mayor"), Butler Snow LLP ("Special Counsel") and PFM Financial Advisors LLC (the "Municipal Advisor") prepared and distributed the Request for Proposals and a Form of Proposal to prospective purchasers of the Note; and

WHEREAS, at or prior to the hour of 3:30 p.m., Mississippi time, on this 9th day of October, 2019, there were filed with the Governing Body (2) sealed proposals on the Form of Proposal which are attached hereto as Exhibit A (the "Proposals") and made a part hereof for the purchase of the Note pursuant to the terms and provisions of the Request for Proposals, as follows:

Name of Bidder	Maturity Date	Interest
Trustmark National Bank	November 1, 2022	3.20%
	November 1, 2024	3.25%
Bancorpsouth	November 1, 2022	3.32%
	November 2024	3.32%

WHEREAS, the Proposals have been read at length and have been considered by the Governing Body; and

WHEREAS, the Governing Body has determined that the Proposal of Trustmark National Bank (the "Purchaser") for a November 1, 2024 Maturity Date produces the most advantageous terms on the Note for the City; and

WHEREAS, it is the opinion of the Governing Body that the best interest of the City will be served by the acceptance of the Proposal of the Purchaser; and

WHEREAS, the issuance of the Note for the purpose of providing funds to finance the Project will result in a substantial public benefit to the citizens of the City; and

WHEREAS, it has now become necessary that the Governing Body proceed to make provision for the preparation, execution, issuance and delivery of the Note.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY, ACTING FOR AND ON BEHALF OF THE CITY, AS FOLLOWS:

SECTION 1. This resolution is adopted pursuant to the Act and the Constitution and laws of the State and all recitations hereinabove made are found and adjudicated to be true and correct.

SECTION 2. The Proposal of the Purchaser is hereby declared to be the best responsive Proposal and the one offering to purchase the Note at the most advantageous terms on the Note for the City.

SECTION 3. The Proposal of the Purchaser be, and the same is hereby, accepted, subject to the conditions of the Proposal of the Purchaser and this resolution.

SECTION 4. The Mayor be, and he is hereby, authorized and directed to accept the Proposal of the Purchaser and to endorse upon the Proposal of the Purchaser, for and on behalf of the City, a suitable notation as evidence of the acceptance of the Proposal of the Purchaser and to do all other acts and things required to evidence the City's acceptance thereof.

SECTION 5. Proceeding under the authority of the Act, there shall be and there is hereby authorized and directed to be issued a Taxable General Obligation Note, Series 2019 of the City in the aggregate principal amount of not to exceed Seven Million Dollars (\$7,000,000) for the purpose of providing financing for the Project and paying the costs of the sale and issuance of the Note. In consideration of the purchase and acceptance of the Note, this resolution shall constitute a contract between the City and the registered holder from time to time of the Note. Pursuant to the Act, the Note shall be a general obligation of the City, and the full faith, credit and resources of the City are hereby irrevocably pledged for the payment of the principal of and interest on the Note. For the purposes of effectuating and providing for the payment of the principal of and interest on the Note, as the same shall mature and accrue, there shall be and is hereby levied a direct, continuing special ad valorem tax upon all of the taxable property within the geographical limits of the City, adequate and sufficient, after allowance shall have been made for the expenses of collection and delinquencies in the payment of taxes, to produce sums required for the payment of the principal of and the interest on the Note; provided, however, that such tax levy for any year shall be abated pro tanto to the extent the City on or prior to September 1 of that year has transferred money to the Note Fund (as hereinafter defined), or has made other provisions for funds, to be applied toward the payment of the principal of and interest on the Note due during the ensuing fiscal year of the City. Said tax shall be extended upon the tax rolls and collected in the same manner and at the same time as other taxes of the City are collected, and the rate of tax which shall be so extended shall be sufficient in each year fully to produce the sums required as aforesaid, without limitation as to rate or amount. The avails of said tax are hereby irrevocably pledged for the payment of the principal of and interest on the Note as the same shall respectively mature and accrue. Should there be a failure in any year to comply with the requirements of this Section 5, such failure shall not impair the right of the registered holder of the Note in any subsequent year to have adequate taxes levied and collected to meet the obligations of the Note, both as to principal and interest.

SECTION 6. The Note will be dated from the date of its delivery; will be delivered in a single denomination of not to exceed \$7,000,000; will be numbered R-1; will be issued in registered form; will mature on November 1, 2024 and will bear interest from the date of each advance of principal on the Note at the rate of 3.25% per annum. Interest on the Note will be computed on the basis of a 360-day year consisting of twelve (12) consecutive thirty (30) day months.

If the date for payment of the principal of and interest on the Note shall be a Saturday, Sunday, legal holiday or a day on which banking institutions in the City are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not a Saturday, Sunday, legal holiday or a day on which such banking institutions are authorized to close, and payment on such day shall have the same force and effect as if made on the normal day of payment.

SECTION 7. At the option of the City, all or a portion of the principal amount of the Note may be advanced periodically, from time to time; provided, however, that the total aggregate principal amount of all advances shall not exceed \$7,000,000 and each advance must be in an amount of at least \$250,000; provided, further, that the final advance may be in an amount less than \$250,000. The last advance on the Note shall be no later than eighteen (18) months from the date of issuance of the Note. No more than one advance shall be made in any calendar month. The Purchaser will make a notation of the date and amount of each advance on the grid to be attached to the Note. Failure of the Purchaser to make such a notation on the Note shall not affect the obligation of the City to repay such principal advance pursuant to the terms and provisions of the Note.

Interest will be payable by check or draft of the City, acting as paying and transfer agent for the Note (the "Paying and Transfer Agent") made payable to the registered owner of the Note named in, and mailed to the address appearing on the registration books of the City (the "Registration Books") on May 1 and November 1, commencing November 1, 2021. Principal of the Note will be due in full at final maturity on November 1, 2024 at the office of the Paying and Transfer Agent.

SECTION 8. The Note will be subject to redemption prior to maturity, at the option of the City, in whole, on any date, or in part, on any date, at the principal amount thereof together with accrued interest to the date fixed for redemption and without premium. Notice of each such redemption shall be mailed, postage prepaid, or emailed, not less than five (5) business days prior to the redemption date, to the registered owner of the Note to be redeemed at the address appearing on the Registration Books.

If the Note is redeemed in part, amounts paid in connection with such partial redemption shall be applied first to interest to the extent then accrued and the remainder shall be applied to principal. In case the Note is to be redeemed in part only, the notice of redemption for the Note shall state the part or portion thereof to be redeemed.

Notice having been given in the manner and under the conditions hereinabove provided, the Note or portions thereof so called for redemption shall, on the date designated for redemption in such notice, become and be due and payable at the redemption price provided for redemption of the Note or portions thereof on such date. On the date so fixed for redemption, provided moneys for payment of the redemption price shall be held in separate accounts by the Paying and Transfer Agent in trust for the holder of the Note or portions thereof to be redeemed, interest on the Note or portions thereof so called for redemption shall cease to accrue, such Note or portions thereof shall cease to be entitled to any lien, benefit or security under this resolution, and the holder of the Note or portions thereof shall have no right in respect thereof except to receive payment of the redemption price thereof.

SECTION 9. Pursuant to the authority granted by the Act and the Registered Bond Act, being Sections 31-21-1 et seq., Mississippi Code of 1972, as amended and supplemented from time to time (the "Registered Bond Act"), the Note shall be executed by the manual signature of the Mayor and the official seal of the City shall be affixed or otherwise reproduced thereon, attested by the City Clerk, and the Note shall be authenticated by the City Clerk on behalf of the City, as Paying and Transfer Agent. The Paying and Transfer Agent shall authenticate the Note by executing the Certificate of Registration and Authentication thereon and the Note shall not be valid or become obligatory for any purpose until such certificate shall have been duly executed by the Paying and Transfer Agent. Such certificate, when duly executed on behalf of the City, shall be conclusive evidence that the Note so authenticated has been duly authenticated and delivered. The validation and registration certificate, for which provision is hereinafter made, to appear on the Note, shall be executed by the City Clerk, and the said certificate may be executed by the manual or facsimile signature of the City Clerk. The Note shall be delivered to the Purchaser upon payment of the purchase price therefor in accordance with the terms and conditions of their sale and award and this resolution. Prior to or simultaneously with the delivery by the Paying and Transfer Agent of the Note, the City shall file with the Paying and Transfer Agent: (a) a copy, certified by the City Clerk, of the transcript of proceedings of the Governing Body in connection with the authorization, sale, issuance and validation of the Note; and (b) an authorization to the Paying and Transfer Agent, signed by the Mayor, to authenticate and deliver the Note to the Purchaser. At delivery, the Paying and Transfer Agent shall authenticate the Note and deliver it to the Purchaser upon payment of the purchase price of the Note to the City in accordance with this resolution. When the Note shall have been executed as herein provided, it shall be registered as an obligation of the City in the Registration Books, and the City Clerk shall cause to be imprinted upon the Note, over her signature and seal, her certificate in substantially the form set out in Section 10 hereof.

SECTION 10. The form of the Note, the certificates to appear on the Note and the Certificate of Registration and Authentication shall be in substantially the following forms and the Mayor and the City Clerk be, and are hereby, authorized and directed to make such changes, insertions and omissions therein as may in their opinions be required:

[FORM OF NOTE]

THE SALE, ASSIGNMENT, REPLACEMENT OR TRANSFER OF THIS NOTE IS SUBJECT

TO THE RESTRICTIONS IMPOSED THEREON BY THE WITHIN MENTIONED
RESOLUTION

INTEREST ON THIS NOTE SHOULD BE TREATED AS INCLUDABLE IN GROSS INCOME
OF THE HOLDER HEREOF FOR FEDERAL INCOME TAX PURPOSES

Registered
No. R-1

\$7,000,000

UNITED STATES OF AMERICA
CITY OF JACKSON, MISSISSIPPI TAXABLE GENERAL
OBLIGATION NOTE, SERIES 2019

The City of Jackson, Mississippi (the "City") for value received, hereby promises to pay to Trustmark National Bank as registered holder hereof, or its legal representatives or registered assigns as hereinafter provided (the "Registered Holder") at the times and in the amount set forth below, the principal sum drawn hereunder but not to exceed

SEVEN MILLION DOLLARS

in any coin or currency of the United States of America which, on the date of payment thereof is legal tender for the payment of public and private debts, and to pay in like coin or currency, interest thereon from and including the date of each advance hereon at the rate of 3.25% per annum payable on May 1 and November 1 of each year, commencing on November 1, 2021. Interest will be payable by check or draft of the City of Jackson, Mississippi (the "Paying and Transfer Agent") made payable to the Registered Holder of this Note as of the close of business on the date which shall be the fifteenth (15th) day (whether or not a business day) preceding such interest payment date and named in and mailed to the address appearing on the registration books of the City held and maintained by the Paying and Transfer Agent. Interest on this Note will be computed on the basis of a 360-day year consisting of twelve (12) consecutive thirty (30) day months. Principal of the Note will be payable at the office of the Paying and Transfer Agent in full at final maturity on November 1, 2024.

At the option of the City, all or a portion of the principal amount of the Note may be advanced periodically, from time to time; provided, however, that the total aggregate principal amount of all advances shall not exceed \$7,000,000 and each advance must be in an amount of at least \$250,000; provided, further, that the final advance may be in an amount less than \$250,000. Interest shall begin to accrue on the principal amount of each advance only from the date of each such advance. Each such advance will be recorded by the Registered Holder hereto in the place provided therefor on this Note, along with the date of such advance. The last advance on this Note shall be no later than eighteen (18) months from the dated date of this Note. No more than one advance shall be made in any calendar month.

This Note is issued pursuant to the authority of and in full compliance with Section 21-35-19, Mississippi Code of 1972, as amended and supplemented from time to time (the "Act"), and resolutions duly and unanimously adopted by the City Council of the City on October 1, 2019 and October 15, 2019 (collectively, the "Resolution"). This Note is subject to all terms and conditions of the Resolution. Terms not otherwise defined herein shall have the same meanings ascribed to them in the Resolution.

This Note is issued to provide financing for the costs incurred or to be incurred by the City, including, but not limited to, (a) pay the costs required for improvements to the billing and metering systems of the City's water and sewer system resulting from the failed implementation of a new metering and billing collection system that has caused emergency conditions to the City's water and sewer system and are necessary to ensure the City's ability to deliver water and sewer services to its citizens and in order to meet mandatory expenditures of the City required by law (the "Project"), and (b) to pay the costs of the sale and issuance of this Note.

This Note shall be a general obligation of the City and shall be secured by a pledge of the full faith, credit and resources of the City. For the purposes of effectuating and providing for the payment of the principal of and interest on the Note, as the same shall mature and accrue, there shall be levied a direct, continuing special ad valorem tax upon all of the taxable property within the geographical limits of the City, adequate and sufficient, after allowance shall have been made for the expenses of collection and delinquencies in the payment of taxes, to produce sums required for

the payment of the principal of and the interest on the Note; provided, however, that such tax levy for any year shall be abated pro tanto to the extent the City on or prior to September 1 of that year has transferred money to the Note Fund established pursuant to the Resolution, or has made other provisions for funds, to be applied toward the payment of the principal of and interest on the Note due during the ensuing fiscal year of the City. Said tax shall be extended upon the tax rolls and collected in the same manner and at the same time as other taxes of the City are collected, and the rate of tax which shall be so extended shall be sufficient in each year fully to produce the sums required as aforesaid, without limitation as to rate or amount. The avails of said tax are irrevocably pledged for the payment of the principal of and interest on the Note as the same shall respectively mature and accrue. Should there be a failure in any year to comply with these requirements, such failure shall not impair the right of the registered holder of the Note in any subsequent year to have adequate taxes levied and collected to meet the obligations of the Note, both as to principal and interest.

This Note will be subject to redemption prior to maturity, at the option of the City, in whole or in part, on any date, at the principal amount thereof together with accrued interest to the date fixed for redemption and without premium. Notice of each such redemption shall be mailed, postage prepaid, or emailed, not less than five (5) business days prior to the redemption date, to the registered owner of the Note to be redeemed at the address appearing on the registration books of the City maintained by the Paying and Transfer Agent.

If this Note is redeemed in part, amounts paid in connection with such partial redemption shall be applied first to interest to the extent then accrued and the remainder shall be applied to principal. In case this Note is to be redeemed in part only, the notice of redemption for this Note shall state the part or portion thereof to be redeemed.

Notice having been given in the manner and under the conditions hereinabove provided, this Note or portions thereof so called for redemption shall, on the date designated for redemption in such notice, become and be due and payable at the redemption price provided for redemption of this Note or portions thereof on such date. On the date so fixed for redemption, provided moneys for payment of the redemption price shall be held in separate accounts by the Paying and Transfer Agent in trust for the Registered Holder of this Note or portions thereof to be redeemed, interest on this Note or portions thereof so called for redemption shall cease to accrue, such Note or portions thereof shall cease to be entitled to any lien, benefit or security under the Resolution, and the Registered Holder of this Note or portions thereof shall have no right in respect thereof except to receive payment of the redemption price thereof.

If the date for payment of the principal of or interest on this Note shall be a Saturday, Sunday, legal holiday or a day on which banking institutions in the City are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not a Saturday, Sunday, legal holiday or a day on which such banking institutions are authorized to close, and payment on such day shall have the same force and effect as if made on the normal day of payment.

This Note may be transferred or exchanged by the Registered Holder hereof in person or by his attorney duly authorized in writing at the principal office of the Paying and Transfer Agent, but only in the manner, subject to the limitations in the Resolution, and upon surrender and cancellation of this Note. Upon such transfer or exchange, a new note of like amount, tenor and maturity will be issued.

The City and the Paying and Transfer Agent may deem and treat the Registered Holder hereof as the absolute owner for the purpose of receiving payment of or on account of principal hereof and interest due hereon and for all other purposes and neither the City nor the Paying and Transfer Agent shall be affected by any notice to the contrary.

It is hereby certified and recited that all acts, conditions and things required to exist, to happen, and to be performed precedent to and in the issuance of this Note exist, have happened and have been performed in regular and due form and time as required by the laws and the provisions of the Constitution of the State of Mississippi applicable thereto, and that the issuance of this Note does not violate any constitutional or statutory limitation or provision.

This Note shall bind the City and its successors and assigns, and the benefits hereof shall inure to the Registered Holder hereof and its successors and assigns.

IN WITNESS WHEREOF, the City of Jackson, Mississippi has issued this Note and has caused the same to be executed by the Mayor of the City and attested by the City Clerk of the City and its seal to be impressed hereon, all as of the ____ day of October, 2019.

(SEAL)

CITY OF JACKSON, MISSISSIPPI

By _____
Mayor

ATTEST:

City Clerk

CERTIFICATE OF REGISTRATION AND AUTHENTICATION

This is the Note described in the within mentioned Resolution of the City Council of the City of Jackson, Mississippi.

CITY OF JACKSON, MISSISSIPPI, as
Paying and Transfer Agent

By _____
City Clerk

Date of Registration and Authentication: _____

VALIDATION AND REGISTRATION CERTIFICATE

STATE OF MISSISSIPPI

COUNTY OF HINDS

I, Kristi Moore, City Clerk of the City of Jackson, Mississippi, do hereby certify that the issuance of the within Note has been validated and confirmed by decree of the Chancery Court of Hinds County, Mississippi, rendered on the ____ day of October, 2019 pursuant to the Act and that the within Note has been registered as an obligation of said City pursuant to law in a record kept in my office for that purpose.

(SEAL)

City Clerk of the City of
Jackson, Mississippi

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto

(Name and Address of Assignee)

the within Note and does hereby irrevocably constitute and appoint _____
as registrar and transfer agent to transfer the within Note on the records kept for registration thereof with full power of substitution in the premises.

Signature guaranteed: _____
(Bank, Trust Company or Paying Agent)

(Authorized Officer)

Date of Assignment: _____

Insert Social Security Number or other Tax
Identification Number of Assignee

NOTICE: The signature to this Assignment must correspond with the name of the registered holder as it appears upon the face of the within Note in every particular, without any alteration whatever, and must be guaranteed by a commercial bank or trust company or a member of a national securities exchange who is a member of a Medallion Signature Guarantee Program.

RECORD OF MULTIPLE ADVANCES

AMOUNT	DATE	SIGNATURE
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[END OF FORM OF NOTE]

SECTION 11. Subject to the restrictions contained herein, the registration of the Note may be transferred upon the Registration Books upon delivery to the Paying and Transfer Agent, accompanied by a written instrument or instruments of transfer in form and with guaranty of signatures satisfactory to the Paying and Transfer Agent, duly executed by the registered holder of the Note or by his attorney-in-fact or legal representative, containing written instructions as to the detail of transfer of the Note, along with the social security number or federal employer identification number of such transferee. In all cases of a transfer of the Note, the Paying and Transfer Agent shall at the earliest practical time according to the provisions of this resolution enter the transfer of ownership in the Registration Books and shall deliver in the name of the transferee a new fully registered note identical to the Note. The City may charge the registered holder of the Note for the registration of every such transfer of the Note sufficient to reimburse it for any tax, fee or any other governmental charge required (other than by the City) to be paid with respect to the registration of such transfer, and may require that such amounts be paid before any new such Note shall be delivered.

The Note may only be transferred upon compliance by the registered holder of the Note with the terms and provisions of this resolution, specifically; the registered holder of the Note must obtain from the Purchaser or transferee thereof, and deliver to the City on or before the closing date thereof or the date of transfer, a document satisfactory to the City to the effect that:

(a) The Purchaser or transferee, without reliance on others, certifies that it has conducted its own investigations, to the extent it deems satisfactory or sufficient, into matters relating to the business, properties, management, and financial position and results of operations of the City; it has received such information concerning the City as it deems to be necessary in connection with its purchase of the Note; and during the course of this transaction and prior to the purchase of the Note, it has been provided with the opportunity to ask questions of and receive answers from representatives of the City concerning the terms and conditions of the offering of the Note, and to obtain any additional information needed in order to verify the accuracy of the information obtained;

(b) The Purchaser or transferee, without reliance on others, certifies that it has sufficient knowledge and experience in financial and business matters, including purchase and ownership of taxable municipal and other obligations, to be able to evaluate the risks and merits of the Note;

(c) The Purchaser or transferee certifies that it is purchasing the Note for its own account as evidence of a privately placed and negotiated sale of the Note and not for resale at a profit, and that it is its present intention to hold the Note to maturity or earlier redemption in accordance with Rule G-34 of the Municipal Securities Rulemaking Board;

(d) The Purchaser or transferee will acknowledge that it has not been provided with any information from Butler Snow LLP ("Special Counsel") or PFM Financial Advisors LLC ("Municipal Advisor") and has not in any way relied upon Special Counsel (other than as set forth in its approving opinion as Special Counsel delivered on the date of issuance of the Note) or the Municipal Advisor for information about the City in connection with its purchase of the Note;

(e) The Purchaser or transferee acknowledges that no application for a rating for the Note from a nationally recognized rating agency has been made and none is expected to be made;

(f) The Purchaser or transferee certifies that while it has no present intention to resell or otherwise dispose of all or any part of the Note purchased by it, such Purchaser or transferee assumes responsibility, at its own cost, for disclosing all material information in compliance with all applicable federal and state securities laws in the event of its resale or transfer of the Note;

(g) The Purchaser or transferee certifies that it has been informed and understands that no disclosure document has been prepared in connection with the sale and delivery of the Note and that the Note is not subject to any continuing disclosure undertaking pursuant the SEC Rule 15c2

SECTION 12. The Governing Body hereby adopts the following conditions which are to apply to the transfer, exchange and replacement of the Note, and other similar matters.

**CONDITIONS AS TO THE ISSUANCE, TRANSFER,
EXCHANGE AND REPLACEMENT OF THE NOTE**

"Paying and Transfer Agent" as used in these Conditions means, as to the Note, the City, designated by action of the Governing Body as the Paying and Transfer Agent with respect to the Note and whose duties and responsibilities shall be as further limited or set forth in the form of Note.

The principal of the Note shall be payable at maturity of the Note (unless earlier redeemed) by check or draft drawn upon the Paying and Transfer Agent made payable to the Purchaser as the registered owner of the Note. The Note shall bear interest at the interest rate set forth herein. Interest on the Note shall be payable by check or draft drawn upon the Paying and Transfer Agent made payable to the Purchaser as the registered owner of the Note.

The Note, upon surrender thereof at said office of the Paying and Transfer Agent with a written instrument of transfer satisfactory to such Paying and Transfer Agent duly executed by the registered owner or its authorized attorney, may be exchanged for a Note of like maturity and interest rate of the same denomination. Such new Note shall be dated as of the date of the initial delivery of the Note and shall bear interest from said date.

So long as the Note shall remain outstanding, the City shall cause the Paying and Transfer Agent to maintain and keep, at the offices of the City, Registration Records for the registration of the Note, and upon presentation of the Note for such purpose at such offices, the City shall cause to be registered thereon, and permit to be transferred thereon, under such reasonable regulations as the Paying and Transfer Agent may prescribe. So long as the Note remains outstanding, the City shall make all necessary provisions to permit the exchange of the Note at the offices of the City.

The Note shall be transferable in accordance with this resolution only upon the registration records which shall be maintained for that purpose at the offices of the City, by the registered owner thereof in person or its authorized attorney, upon surrender thereof, together with a written instrument of transfer satisfactory to the Paying and Transfer Agent, duly executed by the registered owner or its authorized attorney, and upon such transfer there shall be issued in the name of the transferee a new Note in registered form in the same aggregate principal amount and of like maturity and interest rate as the Note surrendered. Any Note issued in connection with a transfer shall be dated in the same manner provided above for the dating of the Note issued in connection with exchanges.

The Paying and Transfer Agent shall not be required to exchange or transfer the Note for a period of fifteen (15) days next preceding the maturity date of the Note. The transfer of the Note shall be subject to the satisfaction of the provisions of Section 11 hereof.

Any Note surrendered in any exchanges or transfers shall forthwith be canceled by the Paying and Transfer Agent.

Prior to the issuance or delivery of a new Note, whether upon original issuance, transfer, exchange or replacement, the Paying and Transfer Agent shall manually execute the certificate of authentication provided thereon. No Note shall be valid or obligatory for any purpose until such certificate of authentication shall have been duly executed by the Paying

and Transfer Agent. Such certificate of the Paying and Transfer Agent upon any Note executed on behalf of the City shall be conclusive evidence that the Note so authenticated has been duly authenticated and delivered.

Any Note bearing the manual or facsimile signature of any person who shall have been the Mayor or the City Clerk of the City at the time such Note was originally dated or delivered by the City shall bind the City notwithstanding the fact that he or she may have ceased to be such officer prior to the delivery of such Note or was not such officer at the date of such Note.

In case the Note is mutilated, destroyed, lost or stolen and has become or is about to become due and payable, the Paying and Transfer Agent in its discretion may, instead of issuing a new Note, pay such Note.

Except as otherwise required by law, if (a) the mutilated Note is surrendered to the Paying and Transfer Agent at the offices of the City, or the Paying and Transfer Agent receives evidence to its satisfaction of the destruction, loss or theft of the Note and (b) there is delivered to the Paying and Transfer Agent such security and indemnity as may be required by it and by the City to save harmless the Paying and Transfer Agent, and as otherwise required by law, then, in the absence of notice to the Paying and Transfer Agent that such Note has been acquired by a bona fide purchaser as such term is defined in the Uniform Commercial Code as it is then in effect in the City, the Paying and Transfer Agent shall authenticate and deliver, in exchange for the mutilated Note, or in lieu of such destroyed, lost or stolen Note, a new Note of like tenor and principal amount, bearing a number not contemporaneously outstanding. The Paying and Transfer Agent shall thereupon cancel the Note so surrendered.

A new Note issued pursuant to this Section 12 in lieu of any surrendered, destroyed, lost or stolen Note shall constitute a contractual obligation of the City and shall be entitled to all benefits of this resolution. The Note shall be held and owned upon the express condition that the foregoing provisions are exclusive with respect to the replacement or payment of a mutilated, destroyed, lost or stolen Note, and shall preclude (to the extent lawful) all other rights or remedies with respect to the replacement or payment of a mutilated, destroyed, lost or stolen Note or securities.

Notwithstanding the foregoing provisions of these conditions, no Note shall be exchanged for another Note or be registered or transferred or issued or delivered by or on behalf of the Paying and Transfer Agent pursuant to this Section 12 at the request of a holder or owner of the Note, except upon payment to such Paying and Transfer Agent by or on behalf of such holder or owner of a charge sufficient to reimburse the Paying and Transfer Agent for any tax, fee, or other governmental charge required to be paid with respect to the transaction.

The Paying and Transfer Agent may treat and consider the person in whose name the Note shall be registered upon the registration records as herein provided as the holder and absolute owner thereof, whether the Note shall be overdue or not, for the purpose of receiving payment of the principal thereof, premium, if any, and interest thereon and for all other purposes whatsoever; provided, however, payment of, or on account of, the principal of, premium, if any, and interest on the Note shall be made only to, or upon the order of, such registered owner, and such payment so made shall be valid and effective to satisfy and discharge the liability upon the Note to the extent of the sum or sums so paid, and the Paying and Transfer Agent shall not be affected by any notice to the contrary.

If the date for payment of the principal of or interest on the Note shall be a Saturday, Sunday, legal holiday or a day on which banking institutions in the City, are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not a Saturday, Sunday, legal holiday or a day on which such banking institutions are authorized to close, and payment on such day shall have the same force and effect as if made on the normal day of payment.

SECTION 13. The Note shall be prepared and executed as soon as may be practicable after the adoption of this resolution and shall be delivered thereafter to the Purchaser.

SECTION 14. If (a) the City shall pay or cause to be paid to the holder of the Note the principal of, and interest to become due thereon at the times and in the manner stipulated therein and herein, and (b) the City shall have kept, performed and observed all and singular the covenants and promises in the Note and in this resolution expressed as to be kept, performed and observed by it or on its part, then the Note shall cease to be entitled to any lien, benefit or security under this resolution and shall no longer be deemed to be outstanding hereunder.

SECTION 15. The person in whose name the Note shall be registered in the Registration Records may be deemed the absolute holder thereof for all purposes, and payment of or on account of the principal of or interest on the Note shall be made only to or upon the order of the registered holder thereof, or his legal representative. All such payments shall be valid and effectual to satisfy and discharge the liability upon the Note to the extent of the sum or sums so paid.

SECTION 16. (a) The City shall maintain with a qualified depository thereof a special fund hereby created in the name of the City designated as the Series 2019 Note Fund (the "Note Fund") for the payment of the principal of and interest on the Note and the payment of the Paying and Transfer Agent's fees in connection therewith. There shall be deposited into the Note Fund as and when received:

- (1) the avails of any of the ad valorem taxes levied and collected pursuant to Section 5 hereof;
- (2) any income received from investment of monies in the Note Fund; and
- (3) any other funds available to the City which may be lawfully used for payment of the principal of and interest on the Note, including funds of the City's water and sewer system, and which the Governing Body, in its discretion, may direct to be deposited into the Note Fund.

(b) As long as any principal of and interest on the Note remains outstanding, the City Clerk is hereby irrevocably authorized and directed to withdraw from the Note Fund sufficient monies to make the payments herein provided for and to transfer same to the account of the Paying and Transfer Agent in time to reach said Paying and Transfer Agent at least one (1) business day prior to the date on which said principal and interest shall become due.

SECTION 17. (a) The principal proceeds received, from time to time, from the sale of the Note shall be deposited with a qualified depository of the City in a special fund hereby created in the name of the City designated as the Series 2019 Note Project Fund from which there shall be first paid by the City Clerk all expenses, premiums, fees and commissions incurred and deemed necessary or advantageous in connection with the authorization, sale, issuance, validation and delivery of the Note, including but not limited to, Special Counsel fees and legal expenses, Municipal Advisor fees and expenses, City Counsel fees and expenses and all claims that may have been incurred to date in connection with the Project, which payments shall subsequently be approved and ratified by the Governing Body.

(b) The balance of such proceeds shall be used, to the extent permitted by law, (1) for the Project or to reimburse the City for any expenses in connection with the Project; (2) to pay engineering, fiscal, trustee, printing, accounting, construction manager, feasibility consultant, legal expenses and development expenses incurred in connection with the Project and the costs of the sale and issuance of the Note; and (3) to pay costs related to any suits and proceedings in connection with the Project, including any costs of settlement thereof.

SECTION 18. Interest on the Note should be treated as includable in gross income of the holders thereof for federal income tax purposes. Pursuant to the Act, interest on the Note is exempt from State of Mississippi income taxes.

SECTION 19. Each member of the Governing Body, the Mayor and the City Clerk are hereby authorized to execute such documents, instruments and papers, and do such acts and things as may be necessary or advisable in connection with the authorization, sale, preparation, validation, execution, issuance and delivery of the Note.

SECTION 20. The decisions and determinations made by the Mayor, the City Clerk, the Municipal Advisor and Special Counsel relating to the Note, and the actions taken by them in connection with the preparation and distribution of the Request for Proposals are hereby approved and ratified by the Governing Body.

SECTION 21. Except as otherwise expressly provided herein, nothing in this resolution, express or implied, is intended or shall be construed to confer upon any person or firm or corporation other than the City, the Purchaser and the Paying and Transfer Agent, any right, remedy, or claim, legal or equitable, under and by reason of this resolution or any of the provisions hereof. This resolution and all of its provisions are intended to be and shall be for the sole and exclusive benefit of the City, the Governing Body and the Purchaser.

SECTION 22. All covenants, stipulations, obligations and agreements of the City contained in this resolution, shall be binding upon the City, and, except as otherwise provided in this resolution, all rights, powers and privileges conferred and duties and liabilities imposed upon the City by the provisions of this resolution, shall be exercised or performed by the City. No stipulation, obligation or agreement herein contained or any other document necessary to conclude the sale and issuance of the Note shall be deemed to be a stipulation, obligation or agreement of any officer, agent or employee of the City, including the Governing Body, in his or her individual capacity, and no such officer, agent or employee shall be personally liable on the Note or be subject to personal liability or accountability by reason of the sale and issuance thereof.

SECTION 23. In the event any scrivener's errors shall be discovered in this resolution after the adoption hereof but prior to the issuance of the Note, the Governing Body hereby authorizes and directs that each such scrivener's error shall be corrected in all multiple counterparts of this resolution prior to the issuance of the Note.

SECTION 24. If any one or more of the provisions of this resolution shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any of the other provisions of this resolution, but this resolution shall be construed and enforced as if such illegal or invalid provision or provisions had not been contained herein.

EXHIBIT A

Form of Proposal

\$7,000,000 (Not to Exceed)

CITY OF JACKSON, MISSISSIPPI

TAXABLE GENERAL OBLIGATION NOTE, SERIES 2019

This proposal is provided in response to the Request for Proposals (the "RFP") dated October 1, 2019 and distributed by the City of Jackson, Mississippi (the "Issuer"), relating to the issuance of its Taxable General Obligation Note, Series 2019 (the "Note") dated as of its delivery and issued in the amount of not to exceed \$7,000,000, as described in the RFP. This proposal is subject to all the terms and conditions of the RFP and the Resolution (as attached to the RFP) which, by this reference, is hereby made a part hereof.

The Note shall have a bullet maturity and bear interest from the date of each draw of principal as specified below. Interest on the Note shall be payable semi-annually, commencing on November 1, 2021 and each May 1 and November 1 thereafter until its maturity. Principal on the Note will be paid in full at maturity.

We hereby acknowledge that we have received and reviewed the RFP and the Resolution. The undersigned hereby proposes to provide financing to the Issuer for the Note as follows:

Term	Maturity⁽¹⁾	Interest Rate⁽²⁾
3-Year Term	November 1, 2022	3.20%
5-Year Term	November 1, 2024	3.25%

- The Note shall be redeemable at the option of the Issuer, in whole or in part, at par and without premium at any time.

4. Strong preference will be given to proposals for a 5-Year Term with Note maturity on November 1, 2024. Proposers are strongly encouraged to provide a proposal for both options.

We hereby acknowledge that we will fully comply with the terms and requirements of the RFP and the Resolution.

NAME: Trustmark National Bank
Address: 248 East Capitol Street, 2nd Floor
Jackson, MS 39201

Telephone: 601.208.6161

Authorized Representative: J. Trent Marchman
Title: Vice President
Expiration: November 15, 2019

Signature: _____

Form of Proposal

\$7,000,000 (Not to Exceed)

CITY OF JACKSON, MISSISSIPPI

TAXABLE GENERAL OBLIGATION NOTE, SERIES 2019

This proposal is provided in response to the Request for Proposals (the "RFP") dated October 1, 2019 and distributed by the City of Jackson, Mississippi (the "Issuer"), relating to the issuance of its Taxable General Obligation Note, Series 2019 (the "Note") dated as of its delivery and issued in the amount of not to exceed \$7,000,000, as described in the RFP. This proposal is subject to all the terms and conditions of the RFP and the Resolution (as attached to the RFP) which, by this reference, is hereby made a part hereof.

The Note shall have a bullet maturity and bear interest from the date of each draw of principal as specified below. Interest on the Note shall be payable semi-annually, commencing on November 1, 2021 and each May 1 and November 1 thereafter until its maturity. Principal on the Note will be paid in full at maturity.

We hereby acknowledge that we have received and reviewed the RFP and the Resolution. The undersigned hereby proposes to provide financing to the Issuer for the Note as follows:

Term	Maturity ⁽¹⁾	Interest Rate ⁽²⁾
3-Year Term	November 1, 2022	3.32%
5-Year Term	November 1, 2024	3.32%

5. The Note shall be redeemable at the option of the Issuer, in whole or in part, at par and without premium at any time.
6. Strong preference will be given to proposals for a 5-Year Term with Note maturity on November 1, 2024. Proposers are strongly encouraged to provide a proposal for both options.

We hereby acknowledge that we will fully comply with the terms and requirements of the RFP and the Resolution.

NAME: Bancorpsouth Bank
Address: 525 E Capitol Street
Jackson, MS 39201

Telephone: 601.592.4506

Authorized Representative: Michael Booker
Title: Hinds County President
Expiration: November 1, 2019

Signature: _____

Yeas- Banks, Foote, Lindsay, Priester and Tillman.

Nays- None.

Absent- Stamps and Stokes.

DISCUSSION: CASA GRANDE: President Lindsay recognized Jordan Hillman, Director of Planning and Development, who provided a brief update on the demolition of Casa Grande apartment complex. Director Hillman stated that the bid for full demolition would deplete the entire demolition and grass/weeds budget for FY 19-20. Director Hillman stated that other measures are being considered.

DISCUSSION: CONSTITUENTS AFFECTED BY EMERGENCY: President Lindsay recognized Council Member Banks who stated that said item was discussed during public comments.

DISCUSSION: BUDDY SYSTEM: Said item was held due to the absence of Council Member Stamps.

DISCUSSION: ZOO LITIGATION: President Lindsay recognized Timothy Howard, City Attorney, who requested that the Council consider going into Closed Session to discuss litigation regarding the Jackson Zoo.

President Lindsay recognized Mayor Chokwe Antar Lumumba who requested that the reports/announcements be moved forward on the Agenda.

The following reports/announcements were provided during the meeting:

- **Mayor Chokwe Antar Lumumba** announced the following:
 - The State of the City Address will be held on October 24, 2019 at 6:00 p.m.
 - "Make a Difference Day" will be held on Saturday, October 26, 2019.
 - Trunk or Treat Harvest Carnival will be held on Thursday, October 31, 2019 from 4:00 p.m. until 8:00 p.m. at the Jackson Police Department Training Academy located at 3000 St. Charles Street.
 - The Hinds County Board of Supervisor has issued a burned ban for Hinds County from October 1, 2019 until November 1, 2019.
- **Council Member Tillman** announced that the West Central Jackson Improvement Association will hold its monthly meeting on Thursday, October 17, 2019 at 6:00 p.m. at Shepherd Park.

President Lindsay moved, seconded by Council Member Priester to go into Closed Session to discuss going into Executive Session regarding Zoo litigation. The motion prevailed by the following vote:

Yeas- Banks, Foote, Lindsay, Priester and Tillman.

Nays- None.

Absent- Stamps and Stokes.

President Lindsay announced to the public that the Council voted to go into Closed Session to discuss Zoo litigation.

Council Member Priester moved, seconded by **Council Member Foote** to go into Executive Session to discuss Zoo litigation. The motion prevailed by the following vote:

Yeas- Banks, Foote, Lindsay, Priester and Tillman.
Nays- None.
Absent- Stamps and Stokes.

Council Member Priester moved, seconded by **Council Member Tillman** to come out of Executive Session. The motion prevailed by the following vote:

Yeas- Banks, Foote, Lindsay, Priester and Tillman.
Nays- None.
Absent- Stamps and Stokes.

President Lindsay announced to the public that the Council voted to come out of Executive Session and no action was taken.

President Lindsay stated that an additional item was needed to be added to the Agenda on an emergency basis. **Council Member Foote** moved, seconded by **Council Member Banks** to add an item to the agenda on an emergency basis. The motion prevailed by the following vote:

Yeas- Banks, Foote, Lindsay, Priester and Tillman.
Nays- None.
Absent- Stamps and Stokes.

President Lindsay requested that the Clerk read the Order:

ORDER AUTHORIZING FULL AND FINAL SETTLEMENT OF THE CLAIMS THE CITY OF JACKSON ASSERTED IN CITY OF JACKSON VS. JACKSON ZOOLOGICAL SOCIETY AND CERTAIN PRESENT AND FORMERS BOARD MEMBERS OF THE JACKSON ZOOLOGICAL SOCIETY LAWSUIT.

WHEREAS, the City of Jackson, Mississippi (“City”) initiated a lawsuit on September 19, 2019 against Jackson Zoological Society, Inc. (“JZS”), a Mississippi nonprofit corporation, and various present and former members of the JZS Board of Directors in their individual and official capacities (collectively referred to as “Defendants”); and

WHEREAS, the afore-mentioned lawsuit was filed in the Chancery Court of First Judicial District of Hinds County, Mississippi and styled *City of Jackson vs. Jackson Zoological Society, Inc.*, Cause No. G19-1206 T/1; and

WHEREAS, the City asserted in its lawsuit, among other things, that: (1) JZS was indebted to the City for delinquent water bills that accumulated over time to total approximately six million dollars; (2) JZS was indebted to the City for \$350,000.00 for misapplied State bond funds that the City was forced to repay to the Miss. Dept. of Finance and Admin. on behalf of JZS; (3) there was a danger that JZS would remove and/or sale Jackson’s zoo animals and/or personal property; and (4) some present and/or former JZS board members may have borne some responsibility for the afore-mentioned indebtedness through their actions or inactions; and

WHEREAS, the City and Defendants have reached a proposed compromise and have agreed pending approval of the Governing Authorities of the City of Jackson - to a settlement which is in the best interest of all parties, in particular the Jackson Zoo; and

WHEREAS, the settlement consists of the following terms and conditions:

- (1) the Defendants will relinquish and assign all its rights, title and interest to the animals at the zoo, or on loan from the zoo to the City;
- (2) JZS will assign all of its personal property, monetary and other assets, to the City;

- (3) the City will dismiss the lawsuit with prejudice including all claims associated with the delinquent water bills and the bond funds repaid by the City;
- (4) the City will withdraw its demand of JZS for an audit of JZS and Jackson Zoo while under JZS's management;
- (5) JZS will permanently dissolve after transferring and/or assigning all of its assets to the City.
- (6) the City will enter into a release of all Defendants and people acting in concert with those Defendants; and
- (7) all parties will bear their own costs, attorneys' fees and any other legal expenses.

WHEREAS, the Office of the City Attorney recommends that it is in the best interest of the City of Jackson, Mississippi that the City settle this matter as described above.

THEREFORE, IT IS HEREBY ORDERED, that the afore-mentioned proposed settlement in the case of the *City of Jackson vs. Jackson Zoological Society Inc., et al.*, Cause No. G19-1206 T/1 is approved by the governing authorities for the City of Jackson. Further, that City Attorney, Mayor, and/or their designees, are authorized to execute any and all documents necessary to finalize the afore-mentioned settlement.

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

Yeas- Banks, Foote, Lindsay and Tillman.
Nays- Priester.
Absent- Stamps and Stokes.

The meeting was closed in memory of the following individuals:

- **Qiunsetta Franklin**
- **Ed Wansley, Sr.**

There being no further business to come before the City Council, it was unanimously voted to adjourn until the next Zoning Council meeting at 2:30 p.m. on October 21, 2019; at 10:11 p.m. the Council stood adjourned.

ATTEST:

APPROVED:

Kristi Moore
CITY CLERK

Ch. Foote, 10/29/2019
MAYOR Max DATE
