

BE IT REMEMBERED that a Special Meeting of the City Council of Jackson, Mississippi, was convened at City Hall at 10:00 a.m. on December 22 2020, being the fourth Tuesday of said month, when and where the following things were had and done to wit:

Present: Council Members: Aaron Banks, Council President, Ward 6; Charles Tillman, Vice President, Ward 5; Ashby Foote, Ward 1; Angelique Lee, Ward 2 Kenneth Stokes, Ward 3 (via teleconference), De'Keither Stamps (via teleconference), Ward 4; Virgi Lindsay, Ward 7. Directors: Chokwe Antar Lumumba, Mayor, Dr. Safiya Omar, Chief of Staff; Shanekia Mosley-Jordan, Clerk of the Council; John W. Carroll, Sr., Chief Deputy Clerk of Council; and Monica Allen, Special Assistant to the City Attorney.

Absent: None.

The meeting was called to order by **President Aaron Banks**.

The invocation was offered by **Pastor Ernest E. Slaughter, Sr. – New Canney Creek M.B. Church (via teleconference)**.

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

The following individuals provided public comments during the meeting:

- **Bezaleel Jupiter** expressed concerns regarding the use of funds used to pay Holmes and Yazoo County to house misdemeanor inmates for crimes committed in the City of Jackson.
- **Asata Gaynor** expressed concerns regarding programs that give citizens a second chance and alternatives to incarceration. Also expressed concerns regarding the use of funds used to pay Holmes and Yazoo County to house misdemeanor inmates for crimes committed in the City of Jackson.
- **Marcus Burger** expressed concerns regarding Agenda Item No. 26.

RESOLUTION DECLARING CERTAIN PARCELS OF REAL PROPERTY IN THE CITY OF JACKSON TO BE A MENACE TO PUBLIC HEALTH, SAFETY AND WELFARE PURSUANT TO SECTION 21-19-11 OF THE MISSISSIPPI CODE AND BASED ON ADMINISTRATIVE HEARINGS HELD DECEMBER 1, 2020 FOR THE FOLLOWING CASES:

2020-1526	2020-1527	2020-1529	2020-1530	2020-1531	2020-1533
2020-1534	2020-1535	2020-1536	2020-1538	2020-1539	2020-1540
2020-1541	2020-1542	2020-1544	2020-1545	2020-1546	2020-1547
2020-1548	2020-1550				

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

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

WHEREAS, hearings were held on December 1, 2020; and

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

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

- 1) **Case #2020-1526: Parcel #820-498** located at 5502 Williams Drive: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$500.00. Ward 4

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

- 2) **Case #2020-1527: Parcel #130-8-1** located at 149 Ethelmoore Avenue: After hearing testimony from owner Kelvin Reed, hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare; however, interested parties shall be afforded seven (7) days to cure expiring December 8, 2020. If there is a default and the City proceeds with cleaning, hearing officer recommends an assessment of actual costs and a penalty of \$500.00. Ward 5

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

- 3) **Case #2020-1529: Parcel #627-104** located at 270 Wildwood Court: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$500.00. Ward 6

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

- 4) **Case #2020-1530: Parcel #627-106** located at 280 Wildwood Court: After hearing testimony from owner Determica Fells, hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare; however, interested parties shall be afforded thirty (30) days to cure expiring December 31, 2020. If there is a default and the City proceeds with cleaning, hearing officer recommends an assessment of actual costs and a penalty of \$500.00. Ward 5

Scope of Work: Cut grass, weeds, shrubbery, fence line, bushes, saplings; remove trash, debris, wooden boards/crates, appliances/old furniture, building materials/old bricks, tree limbs & parts, tires; trailers, ladders, ATV, equipment, water heater, Black pick-up, car parts, and White Ford Expedition, and clean curbside.

- 5) **Case #2020-1531: Parcel #627-100** located at 250 Wildwood Court: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$500.00. Ward 6

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

- 6) **Case #2020-1533: Parcel #821-398** located at 5328 Williams Drive: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$500.00. Ward 4

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

- 7) **Case #2020-1534: Parcel #821-406** located at 5256 Williams Drive: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$750.00. Ward 4

Scope of Work: Cut grass, weeds, shrubbery, fence line, bushes, saplings; remove trash, debris, old furniture, tree limbs & parts, tires, and clean curbside.

- 8) **Case #2020-1535: Parcel #640-453** located at 5140 Andover Drive: After hearing testimony from owner Terry Scott, hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare; however, interested parties shall be afforded fourteen (14) days to cure expiring December 15, 2020. If there is a default and the City proceeds with cleaning, hearing officer recommends an assessment of actual costs and a penalty of \$500.00. Ward 4

Scope of Work: Cut grass, weeds, shrubbery, fence line, bushes, saplings; remove trash, debris crates, tree limbs & parts, tires; and clean curbside.

- 9) **Case #2020-1536: Parcel #124-71** located at 111 Fredrica Avenue: After hearing testimony from owner Jarrie Crawford, hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare; however, interested parties shall be afforded fourteen (14) days to cure expiring December 15, 2020. If there is a default and the City proceeds with cleaning, hearing officer recommends an assessment of actual costs and a penalty of \$500.00. Ward 5

Scope of Work: Cut grass, weeds, shrubbery, fence line, bushes, saplings; remove trash, debris, old bricks, tree limbs & parts, and clean curbside.

- 10) **Case #2020-1538: Parcel #640-436** located at 417 Windsor Drive: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$500.00. Ward 4

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

- 11) **Case #2020-1539: Parcel #820-544** located at 0 Lot North of 5521 Williams Drive: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$250.00. Ward 4

Scope of Work: Cut grass, weeds, shrubbery, fence line, bushes, saplings; remove trash, old furniture, tree limbs & parts, tires; and clean curbside.

- 12) **Case #2020-1540: Parcel #624-110** located at 507 Woody Drive: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$500.00. Ward 6

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

- 13) **Case #2020-1541: Parcel #833-295** located at 2233 McDowell Road: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$500.00. Ward 6

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

- 14) **Case #2020-1542: Parcel #106-11-9** located at 1016 Maple Street: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare. Ward 3

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

- 15) **Case #2020-1544: Parcel #839-540** located at 3129 Ponderosa Drive: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare. Ward 6

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

- 16) **Case #2020-1545: Parcel #831-39-7** located at 2147 Henry Hill Drive: After hearing testimony from owner George E. Duran, hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare; however, interested parties shall be afforded thirty (30) days to enter into a repair agreement expiring December 31, 2020. If there is a default and the City proceeds with cleaning, hearing officer recommends an assessment of actual costs and a penalty of \$500.00. Ward 4

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

- 17) **Case #2020-1546: Parcel #859-329** located at 1613 Lost Lake Circle: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$500.00. Ward 6

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

- 18) **Case #2020-1547 Parcel #633-53** located at 1104 McDowell Road: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$750.00. Ward 6

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

- 19) **Case #2020-1548: Parcel #839-546** located at 0 Woodville Drive (Formerly 1154): No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare. Ward 6

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

- 20) **Case #2020-1550: Parcel #844-133** located at 552 Cedarwood Drive: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$500.00. Ward 6

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

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

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

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

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

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

Yeas – Banks, Foote, Lee, Lindsay, Stamps, Stokes and Tillman.

Nays – None.

Absent – None.

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

* * * * *

RESOLUTION ADJUDICATING COSTS AND PENALTIES TOTALING \$25,896.40 FOR PARCELS CLEANED PURSUANT TO RESOLUTIONS ADJUDICATING SAME TO BE MENACE TO PUBLIC HEALTH, SAFETY AND WELFARE ON AUGUST 11, 2015, MARCH 27, 2018, APRIL 24, 2018, NOVEMBER 12, 2019, AND NOVEMBER 26, 2019 IN THE FOLLOWING CASES:

2015-2147	2017-2157	2018-1006	2018-1071	2019-1451
2019-1485	2019-1486			

WHEREAS, administrative hearings were held, June 9, 2015, February 6, 2018, January 30, 2018, March 6, 2018, October 22, 2019, and November 5, 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 August 11, 2015, March 27, 2018, April 24, 2018, November 12, 2019, and November 26, 2019 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:

Case No.	Assessed Owner	Address/Zip/ Ward	Parcel #	Cost	10% Adm. Cost	Penalty Cost	Total	Work Completed
2015-2147	GF LLC	201 KIMBROUGH DR/39204/7	207-138	\$4,122.00	\$412.20	\$500.00	\$5,034.20	Demolish and remove remains of burned house, trash, debris, foundation, steps, driveway and any other items to insure property is clear and free of any and all health hazards. Cut grass and weeds
2017-2157	INGRAM LARRY W JR	2862 GREENWOOD AVE/39212/7	606-149	\$4,999.00	\$499.90	\$500.00	\$5,998.90	Demolish and remove remains of structure, trash, debris, foundation, steps, driveway and cut grass and weeds and any other items to insure property is clear and free of any and all health hazards
2018-1006	WHITE MARIANNE	2877 ARBOR HILLS DR/39212/7	606-156	\$4,903.00	\$490.30	\$500.00	\$5,893.30	Demolish and remove remains of structure, trash, debris, foundation, steps, driveway and cut grass and weeds
2018-1071	BLOUNT LISA L	6220 FERNCREEK DR/39211/1	738-1196	\$744.96	\$74.50	\$500.00	\$1,319.46	Cutting of grass, weeds and removing of trash and debris, cut shrubbery, fence line, bushes, saplings, remove tree limbs, tree parts, tires, clean curbside.
2019-1451	ROY DIXON	1121 MACON ST/39209/5	159-388	\$4,830.00	\$483.00	\$500.00	\$5,813.00	Demolish and remove remains of dilapidated structure, trash, debris, foundation, steps, driveway, tires, and any other items to insure property is clear and free of any and all health hazards. cut grass and weeds
2019-1485	POTTERS HOUSE FELLOWSHIP BAP CH INC	2ND LOT W OF 3512 SHELLROCK ST/39213/2	805-93	\$456.84	\$45.68	\$500.00	\$1,002.52	Cut grass, weeds, fence line, bushes, saplings, remove trash, debris, tree limbs & parts, tires; and clean curbside.
2019-1486	POTTERS HOUSE FELLOWSHIP BAP CH INC	LOT W OF 3512 SHELLROCK ST/39213/2	805-92	\$304.56	\$30.46	\$500.00	\$835.02	Cut grass, weeds, fence line, bushes, saplings; remove trash, debris, tree limbs & parts, tires; and clean curbside.
						GRAND TOTAL	\$25,896.40	

IT IS FURTHER RESOLVED that pursuant to Section 21-19-11 of Mississippi Code as amended that the costs and penalties assessed in this Resolution shall become liens against the parcels stated and shall 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 FURTHER RESOLVED that the tax collector shall sell the parcels to satisfy the liens in a manner consistent with the sale of land for delinquent taxes and in accordance with the provisions of Section 21-19-11 of the Mississippi Code as amended.

IT IS FURTHER RESOLVED that the liens stated may 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 FINALLY RESOLVED that the Mayor and Municipal Clerk are authorized to perform any and all acts necessary to ensure that provisions of this Resolution are implemented.

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

Yeas – Banks, Foote, Lee, Lindsay, Stamps, Stokes and Tillman.

Nays – None.

Absent – None.

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

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ORDER ACCEPTING PAYMENT OF \$1,356.30 FROM TRAVELERS INSURANCE COMPANY ON BEHALF OF ITS INSURED DICKERSON & BOWEN 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 \$1,356.30 as a property damage settlement for damage sustained to City of Jackson property {PT-720} on July 21, 2020.

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

Yeas – Banks, Foote, Lee, Lindsay, Stamps, Stokes and Tillman.

Nays – None.

Absent – None.

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ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND IVORY SERVICES, LLC, TO BOARD UP AND SECURE STRUCTURE(S) AND/OR 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 ANNOTATED SECTION 21-19-11 FOR CASE #2019-1556 - 823 ALVAREDO STREET - \$1,540.00.

WHEREAS, on March 3, 2020, 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 14, 2020 for Case 2019-1556 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, Ivory Services, LLC, appeared next on the rotation list and through its representative, Nancy Turner, agreed to board-up and secure structure(s) and/or cut grass, weeds, shrubbery, fence line, bushes, and saplings; remove trash, debris, tires, 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 823 Alvaredo Street for the sum of \$1,540.00; and

WHEREAS, Ivory Services, LLC, has a principal office address of 321 Country Club Drive, Jackson Mississippi 39209.

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute a contract with Ivory Services, LLC, to board up and secure structure(s) and/or cut vegetation and remedy conditions on the property located at 823 Alvarado Street deemed to be a menace to public health, safety, and welfare.

IT IS FURTHER HEREBY ORDERED that a sum not to exceed \$1,540.00 shall be paid to Ivory Services, LLC, for the services provided from funds budgeted for the Division.

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

Yeas – Banks, Foote, Lee, Lindsay, Stamps, Stokes and Tillman.
Nays – None.
Absent – None.

**ORDER ACCEPTING THE BID OF MERCHANT FOODSERVICES, FOR
TWELVE MONTHS SUPPLY OF FOODS-BABY FOODS, BID NO. 39331-111020.**

WHEREAS, on November 10, 2020 sealed bids were received and one (1) bid for Baby Food was received; and

WHEREAS, certain Baby Foods are needed for children enrolled in the Early Childhood Development Program; and

WHEREAS, the Department of Human and Cultural Services has received said bid and recommend that the bids submitted by Merchants Food Services, on November 10, 2020 be accepted as the lowest and best bid, and

WHEREAS, the cost of said Baby Foods are based on an estimated number of children to be served.

IT IS HEREBY ORDERED that the following bid received November 10, 2020 from Merchants Food Services, 1100 Edwards Street, Hattiesburg, Mississippi 39401; twelve-month supply (starting November 02, 2020-October 30, 2021) of Baby Foods, be accepted as the lowest and Best bid received for each of the specified items as listed below, it being determined that said bid met the City specifications.

IT IS FURTHER ORDERED that payment for said Baby Foods be made various funds.

<u>COMPANY NAME</u>	<u>ITEMS</u>
Merchants Food Services ATTN: Jessalynn Smith 1100 Edwards Street Hattiesburg, Mississippi 39401	1 & 6

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

Yeas – Banks, Foote, Lee, Lindsay, Stamps, Stokes and Tillman.
Nays – None.
Absent – None.

There came on for introduction Agenda Item No. 8:

**ORDINANCE OF THE CITY OF JACKSON ESTABLISHING THE
JACKSON COMMISSION ON THE STATUS OF WOMEN.** President Banks Said
item will be referred to the Rules Committee meeting.

**ORDINANCE OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI
AMENDING CHAPTER 26, SECTIONS 26-60 AND 26-511 OF JACKSON CODE
OF ORDINANCES, BUILDINGS AND BUILDING REGULATIONS.**

WHEREAS, Chapter 26, Buildings and Building Regulations of the Code of Ordinances of the City of Jackson, Mississippi, establishes rules and regulations for construction permits, construction codes, and contractor licenses; and

WHEREAS, the City of Jackson finds it necessary to amend rules and regulations relating to construction codes in order to continue to reasonably protect public life, safety, and property through the enforcement of construction codes and minimum standards to safeguard life or limb, health, property and public welfare; and

WHEREAS, there have been substantial updates in published building codes since the adoption of the 2012 International Building Code Family; and

WHEREAS, the Department of Planning and Development recommends the adoption of the 2018 International Building Code Family.

THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF JACKSON, MISSISSIPPI, THAT:

SECTION 1. Chapter 26, Section 26-60 of the Code of Ordinances of the City of Jackson, Mississippi, is hereby deleted and replaced to read as follows:

Sec. 26-60. - Adopted.

The following codes, with amendments, and subject to identified modifications, amendments and exclusions, as provided herein, are hereby adopted by reference as though they were copied herein fully.

- (a) The International Building Code, 2018 Edition (with amendments). Subject to the following: to Section 101.1 insert "The City of Jackson, Mississippi"; to Section 1612.3 insert "The City of Jackson, Mississippi"; to Section 1612.3 insert "Thirty (30) days after issuance"; to Section 3412.2 insert "Thirty (30) days after issuance"; adopt appendixes A, B, D, E, F, G, I, J, K, Q;
- (b) The International Existing Building Code, 2018 Edition (with amendments). Subject to the following: adopt appendixes A, B, & C;
- (c) The National Electrical Code, 2017 Edition;
- (d) The International Residential Code, 2018 Edition (with amendments). Subject to the following: to section R101.1 insert "The City of Jackson, Mississippi"; to section P2603.5.1 insert "Twelve (12) inches in two locations"; delete section R313; delete section P2904; delete chapter 11; adopt appendixes A, B, C, D, E, G, H, I, J, M, N, O, P, & Q;
- (e) The International Mechanical Code, 2018 Edition (with amendments). Subject to the following: adopt appendixes A, & B;
- (f) The International Fuel Gas Code, 2018 Edition (with amendments). Subject to the following: adopt appendixes A, B, C, & D;
- (g) The International Plumbing Code, 2018 Edition (with amendments). Subject to the following: adopt appendixes A, B, C, D, E, & F.

SECTION 2. Chapter 26, Section 26-511 of the Code of Ordinances of the City of Jackson, Mississippi, is hereby deleted and replaced to read as follows:

Sec. 26-511. - Code adopted.

That a certain document, three copies of which are on file in office of the City Clerk of the City of Jackson, Mississippi, being marked and designated as The International Property Maintenance Code, 2018 edition, as published by the International Code Council, be and is hereby adopted as the property maintenance code of the city for regulating and governing the conditions and maintenance of all property, buildings and structures, by providing the standards for supplied utilities and facilities and other physical things and conditions essential to ensure that structures are safe, sanitary and fit for occupation and use; and the condemnation of buildings and structures unfit for human occupancy and use, and the demolition of such existing structures as herein provided, providing for the issuance of permits and collection of fees thereof; and each and all of the regulations, provisions, penalties, conditions and terms of said property maintenance code on file in the office of

the city clerk and hereby referred to, adopted, and made part hereof, as if fully set out in this article, with the additions, insertions, deletions and changes, if any, prescribed in section 26-512 of this article.

SECTION 3. Should any sentence, paragraph, subdivision, clause, phrase, or section of this Article be adjudged or held to be unconstitutional, illegal, or invalid, the same shall not affect the validity of this Article as a whole, or any part or provision thereof other than the part so decided to be invalid, illegal, or unconstitutional, and shall not affect the validity of the Code of Ordinances of the City of Jackson, Mississippi, as a whole.

SECTION 4. The preceding amendments and revisions to the Building Ordinance of the City of Jackson, Chapter 26 of the Code of Ordinances, City of Jackson, Mississippi, shall be published and effective 30 days after passage, in accordance with Mississippi Code of 1972, 21-13-11 (1972 as amended).

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

Yeas – Banks, Foote, Lee, Lindsay, Stamps, Stokes and Tillman.

Nays – None.

Absent – None.

ORDER APPROVING CLAIMS NUMBER 24316 to 24410 APPEARING AT PAGES 153 TO 198 INCLUSIVE THEREON, ON MUNICIPAL “DOCKET OF CLAIMS”, IN THE AMOUNT OF \$10,146,172.01 AND MAKING APPROPRIATIONS FOR THE PAYMENT THEREOF.

IT IS HEREBY ORDERED that claims numbered 24316 to 24410 appearing at pages 153 to 198, inclusive thereon in the Municipal “Docket of Claims”, in the aggregate amount of \$10,146,172.01 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
GENERAL FUND	979,013.69
SEIZURE FORF PROP-STATE	16,950.94
TECHNOLOGY FUND	333,844.18
PARKS & RECR. FUND	76,158.81
LANDFILL/SANITATION FUND	159,231.83
FIRE PROTECTION	2,280,000.00
STATE TORT CLAIMS FUND	4,560.00
WATER/SEWER REVENUE FUND	42,499.56
WATER/SEWER OP & MAINT FUND	1,657,487.18
WATER/SEWER CAPITAL IMPR FUND	1,304,427.93
EMPLOYEES GROUP INSURANCE FUND	207,854.42
KELLOGG FOUNDATION PROJECT	5,000.00
NARCOTICS EVIDENCE ESCROW	2,708.60
EARLY CHILDHOOD (DAYCARE)	471.95
HOUSING COMM DEV ACT (CDBG) FD	710.91
TITLE III AGING PROGRAMS	28,510.00
G O PUB IMP CONS BD 2003(\$20M)	78,186.96
CAPITOL STREET 2-WAY PROJECT	1,285.68
1% INFRASTRUCTURE TAX	199,596.36
MADISON SEWAGE DISP OP & MAINT	45,566.99
WATER/SEWER CAP IMP NOTE 7M	72,144.00

TRANSPORTATION FUND	20,570.21
RESURFACING – REPAIR & REPL FD	415.15
09 TAX INCREMENT BD FD \$1.6M	7,243.75
2010 GO REFUNDING/RESTRUCTURING	2,750.00
2012 WATER/SEWER REFUNDING B&I	2,750.00
2018 TIF BOND \$4.6M – EASTOVER	75,968.05
P E G ACCESS – PROGRAMMING FUND	7,501.95
WIRELESS RADIO COMMUNICATN FUND	39,002.50
CAPITAL CITY REVENUE FUND	43,546.50
2016 G.O. REFUNDING BONDS	2,368,216.25
HUMAN AND CULTURE GRANTS	400.00
COVID-19 RESPONSE FUND	1,958.08
MODERNIZATION TAX	23,250.00
DFA JACKSON ZOO BOND	6,589.93
HOPWA COVID CARES	8,656.15
LIBRARY FUND	9,453.50
WATER/SEWER CON FD 2013-\$89.9M	31,690.00
TOTAL	<u>\$10,146.172.01</u>

Council Member Tillman moved adoption; Council Member Lindsay seconded.

President Banks recognized Robert Blaine, Chief Administrative Officer, who provided a brief overview on larger claims.

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

Yeas – Foote, Lee, Lindsay, and Tillman.

Nays – Banks, Stamps, and Stokes.

Absent – None.

ORDER APPROVING GROSS PAYROLL INCLUDING PAYROLL DEDUCTION CLAIMS NUMBERED 24316 TO 24410 AND MAKING APPROPRIATION FOR THE PAYMENT THEREOF.

IT IS HEREBY ORDERED that payroll deduction claims numbered 24316 to 24410 inclusive therein, in the Municipal “Docket of Claims”, in the aggregate amount of \$118,735.64 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		1,998,516.73
PARKS & RECR FUND		68,107.54
LANDFILL FUND		13,298.65
SENIOR AIDES		2,500.49
WATER/SEWER OPER & MAINT		165,867.66
PAYROLL	118,735.64	
EARLY CHILDHOOD		27,741.96
HOUSING COMM DEV		8,843.09

**SPECIAL MEETING OF THE CITY COUNCIL
TUESDAY, DECEMBER 22, 2020 10:00 A.M.**

284

TITLE III AGING PROGRAMS		4,104.45
TRANSPORTATION FUND		15,044.83
PEG ACCESS-PROGRAMMING FUND		4,612.97
TOTAL		\$2,308,959.37

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

Yeas – Banks, Foote, Lee, Lindsay, Stamps, Stokes and Tillman.

Nays – None.

Absent – None.

President Banks requested that Agenda Item No. 49 be moved forward on the Agenda. Hearing no objections, the following were presented:

RESOLUTION AUTHORIZING AND DIRECTING THE ISSUANCE OF NOT TO EXCEED \$24,000,000 CITY OF JACKSON, MISSISSIPPI GENERAL OBLIGATION REFUNDING BONDS, TAX-EXEMPT SERIES 2021A, AND TAXABLE SERIES 2021B, FOR THE PURPOSE OF PROVIDING FUNDS TO BE USED TO REFINANCE CERTAIN OUTSTANDING INDEBTEDNESS OF THE CITY, AS DESCRIBED IN THIS RESOLUTION; DIRECTING THE PREPARATION, EXECUTION AND DELIVERY OF SAID BONDS; PROVIDING CERTAIN COVENANTS OF THE CITY IN CONNECTION THEREWITH; AUTHORIZING THE NEGOTIATED SALE OF SAID BONDS AND APPROVING THE FORM, EXECUTION AND DELIVERY OF OFFERING DOCUMENTS AND RELATED FINANCING DOCUMENTS IN CONNECTION WITH SAID BONDS; AND FOR RELATED PURPOSES.

WHEREAS, the Mayor and City Council (the "**Governing Body**") of the City of Jackson, Mississippi (the "**City**"), acting for and on behalf of the City, hereby finds, determines, adjudicates and declares as follows:

1. (a) In addition to any words and terms elsewhere defined herein, the following words and terms shall have the following meanings, unless some other meaning is plainly intended:

"Act" shall mean the Refinancing Act together with the Restructuring Act.

"Act of Bankruptcy" shall mean the filing of a petition in bankruptcy or insolvency by or against the City under any applicable bankruptcy, insolvency, reorganization or similar law, now or hereafter in effect.

"Agent" shall mean any Paying Agent or Transfer Agent, whether serving in either or both capacities, and herein designated by the Governing Body.

"Authorized Officer" means the Mayor of the City, the Clerk of the City and any other officer designated from time to time as an Authorized Officer by resolution of the City, and when used with reference to any act or document also means any other Person authorized by resolution of the City to perform such act or sign such document.

"Bank" shall mean the Mississippi Development Bank.

"Beneficial Owner" shall mean, whenever used with respect to a Series 2021 Bond, the person in whose name such Series 2021 Bond is recorded as the Beneficial Owner of such Series 2021 Bond by a DTC participant on the records of such DTC participant, or such person's subrogee.

"Bond Counsel" shall mean Butler Snow LLP, Ridgeland, Mississippi.

"Bond Purchase Agreement" shall mean the Bond Purchase Agreement, by and between the City and the Underwriter, dated the date of sale of the Series 2021 Bonds.

"Bond Insurance Policy" shall mean the financial guaranty insurance policy issued by the Bond Insurer guaranteeing the scheduled payment of principal of and interest on the Series 2021 Bonds when due.

"Bond Insurer" or "Insurer" shall mean the issuer of the Bond Insurance Policy, or any successor thereto or assignee thereof.

"Bond Resolution" shall mean this resolution, as may be amended from time to time, adopted by this Governing Body on December 22, 2020.

"Bondholder" or "Bondholders" or "Holder" or "Holders" or any similar term shall mean the registered owner of any Series 2021 Bond.

"Book-Entry System" means a book-entry system established and operated for the recordation of Beneficial Owners of the Series 2021 Bonds as described in Section 2 herein.

"City" shall mean the City of Jackson, Mississippi.

"Clerk" shall mean the City Clerk of the City.

"County" shall mean Hinds County, Mississippi.

"Direct Participant" means a broker-dealer, bank or other financial institution for which the Securities Depository holds Series 2021 Bonds as a securities depository.

"DTC" means The Depository Trust Company.

"DTC participants" shall mean any participant for whom DTC is a Security Depository Nominee.

"Escrow Agent" shall mean any bank, trust company, or other institution hereafter designated by the Mayor of the Governing Body, in its capacity as escrow agent under the Escrow Agreement.

"Escrow Agreement" shall mean that Escrow Agreement, if applicable, dated the date of delivery of the Series 2021 Bonds, by and among the City, the Bank and the Escrow Agent, providing for the advance refunding and defeasance of the 2003 Refunded Bonds.

"Escrow Fund" shall mean the escrow fund established in the Escrow Agreement to effectuate the advance refunding and defeasance of the Refunded 2003 Bonds, funded with a portion of the proceeds of the Series 2021B Bonds.

"Governing Body" shall mean the Mayor and City Council of the City.

"Indirect Participant" shall mean a broker-dealer, bank or other financial institution for which the Securities Depository holds Series 2021 Bonds as a securities depository through a Direct Participant.

"Interest Payment Date" shall mean March 1 and September 1 of each year, commencing September 1, 2021, unless otherwise specified in the Bond Purchase Agreement.

"Letter of Representations" shall mean the DTC Blanket Issuer Letter of Representations of the City.

"Mayor" shall mean the Mayor of the City.

"Municipal Advisor" shall mean PFM Financial Advisors LLC, Memphis, Tennessee.

"Paying Agent" shall mean any bank, trust company, or other institution hereafter designated by the Mayor of the Governing Body for the payment of the principal of and interest on the Series 2021 Bonds.

"Paying Agent Agreement" shall mean that Paying Agent Agreement dated the date of delivery of the Series 2021 Bonds between the City and the Paying Agent providing for payment of the principal of and interest on the Series 2021 Bonds.

"Person" shall mean an individual, partnership, corporation, trust or unincorporated organization and a government or agency or political subdivision thereof.

"Project" shall mean the Refunding Project and paying the costs of issuance of the Series 2021 Bonds.

"Record Date" shall mean, as to interest payments, the 15th day of the month preceding the dates set for payment of interest on the Series 2021 Bonds and, as to payments of principal, the 15th day of the month preceding the maturity date thereof or the date set for redemption.

"Record Date Registered Owner" shall mean the Registered Owner as of the Record Date.

"Refinancing Act" shall mean Sections 31-27-1 *et seq.*, Mississippi Code of 1972, as amended and/or supplemented from time to time.

"Refunded Bonds" shall mean together, the Refunded 2003 Bonds, the Refunded 2010A Bonds and the Refunded 2016A Bonds.

"Refunded 2003 Bonds" shall mean the 2003 Bonds maturing on March 1 in the years 2021 through 2023 or any of the 2003 Bonds outstanding designated by the Mayor.

"Refunded 2003 City Bond" shall mean the 2003 City Bond maturing on March 1 in the years 2021 through 2023, both inclusive.

"Refunded 2010A Bonds" shall mean the 2010A Bonds maturing on March 1 in the years 2021 through 2024, both inclusive or any of the 2010A Bonds outstanding designated by the Mayor.

"Refunded 2010A City Bond" shall mean the 2010A City Bond maturing on March 1 in the years 2021 through 2024, both inclusive.

"Refunded 2016A Bonds" shall mean the outstanding 2016A Bonds maturing January 1, 2024 or any portions thereof designated by the Mayor.

"Refunding Project" shall mean using a portion of the proceeds of the Series 2021 Bonds to provide funds to the City to finance the refunding of the Refunded Bonds, including any accrued interest and principal coming due prior to redemption and the redemption price of the Refunded Bonds.

"Registered Owner" shall mean the Person whose name shall appear in the registration records of the City maintained by the Transfer Agent.

"Restructuring Act" shall mean Sections 31-15-1 *et seq.*, Mississippi Code of 1972, as amended and/or supplemented from time to time.

"Securities Depository" means The Depository Trust Company and any substitute for or successor to such securities depository that shall maintain a Book-Entry System with respect to the Series 2021 Bonds.

"Securities Depository Nominee" means the Securities Depository or the nominee of such Securities Depository in whose name there shall be registered on the registration records the Series 2021 Bonds to be delivered to such Securities Depository during the continuation with such Securities Depository of participation in its Book-Entry System.

"Series 2021 Bonds" shall mean together the Series 2021A Bonds and the Series 2021B Bonds.

"Series 2021A Bonds" shall mean the not to exceed \$19,000,000 General Obligation Refunding Bonds, Series 2021A (Tax Exempt) of the City authorized and directed to be issued in this Bond Resolution.

"Series 2021B Bonds" shall mean the not to exceed \$5,000,000 Taxable General Obligation Refunding Bonds, Series 2021B of the City authorized and directed to be issued in this Bond Resolution.

"Transfer Agent" shall mean any bank, trust company or other institution hereafter designated by the Governing Body for the registration of owners of the Series 2021 Bonds and for the performance of such other duties as may be herein or hereafter specified by the Mayor.

"2003 Bonds" shall mean, together the 2003 City Bond, and the \$20,000,000 (original principal amount) Mississippi Development Bank Special Obligation Bonds, Series 2003 (Jackson, Mississippi General Obligation Bond Project), dated January 15, 2003.

"2003 City Bond" shall mean the City's \$20,000,000 (original principal amount) General Obligation Bond, Series 2003 (Jackson, Mississippi General Obligation Bond Project), issued under the 2003 City Bond Resolution.

"2003 City Bond Resolution" shall that certain Bond Resolution, adopted by the Governing Bond on January 14, 2003, including any amendment and supplements thereto.

"2003 Indenture" shall mean an Indenture of Trust, dated as of January 1, 2003 by and between the Bank and the 2003 Trustee, including any amendment and supplements thereto.

"2003 Paying Agent" shall mean The Peoples Bank, Biloxi, Mississippi acting as paying agent under the 2003 City Bond Resolution or any of its assigns or successors.

"2003 Trustee" shall mean The Peoples Bank, Biloxi, Mississippi as trustee, under the 2003 Indenture.

"2010A Bonds" shall mean together the 2010A City Bond and the \$16,330,000 (original principal amount) Mississippi Development Bank Special Obligation Bonds, Series 2010A (Jackson, Mississippi General Obligation Bond Project), dated September 22, 2010.

"2010A City Bond" shall mean the City's \$16,330,000 (original principal amount) General Obligation Bond, Series 2010A (Jackson, Mississippi General Obligation Bond Project), issued under the 2010A City Bond Resolution.

"2010A City Bond Resolution" shall mean that certain Bond Resolution, adopted by the Governing Body on August 10, 2010, including any amendment and supplements thereto.

"2010A Indenture" shall mean an Indenture of Trust, dated as of September 1, 2010 by and between the Bank and the 2010A Trustee, including any amendment and supplements thereto.

"2010A Paying Agent" shall mean U.S. Bank National Association, as successor in interest to Deutsche Bank National Trust Company, acting as paying agent under the 2010A City Bond Resolution.

"2010A Trustee" shall mean U.S. Bank National Association, as successor in interest to Deutsche Bank National Trust Company, as trustee, under the 2010A Indenture.

"2016A Bonds" shall mean the \$12,384,000 (original principal amount) City of Jackson, Mississippi General Obligation Refunding Bonds, Series 2016A, dated August 30, 2016 issued under the 2016A Bond Resolution.

"2016A Bondholder" shall mean Capital One Public Funding, LLC the purchaser and holder of the 2016A Bonds.

"2016A Bond Resolution" shall that certain Bond Resolution, adopted by the Governing Body on August 9, 2016, including any amendment and supplements thereto.

"2016A Bonds Paying Agent" shall mean U.S. Bank National Association acting as paying agent under the 2016A Bond Resolution.

"2021A Bond Fund" shall mean the City of Jackson, Mississippi General Obligation Refunding Bonds, Series 2021A Bond Fund provided for in Section 13 hereof.

"2021A Costs of Issuance Fund" shall mean the City of Jackson, Mississippi General Obligation Refunding Bonds, Series 2021A Costs of Issuance Fund provided for in Section 14 hereof.

"2021B Bond Fund" shall mean the City of Jackson, Mississippi General Obligation Refunding Bonds, Series 2021B Bond Fund provided for in Section 13 hereof.

"2021B Costs of Issuance Fund" shall mean the City of Jackson, Mississippi General Obligation Refunding Bonds, Series 2021B Costs of Issuance Fund provided for in Section 14 hereof.

"Underwriter" shall mean Siebert Williams Shank & Co., LLC.

(b) Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders. Unless the context shall otherwise indicate, words and terms herein defined shall be equally applicable to the plural as well as the singular form of any of such words and terms.

2. The City is authorized under the provisions of the Act to issue its Series 2021 Bonds to fund the Project. It is advisable and in the public interest to issue the Series 2021 Bonds for the purpose stated herein.
3. The estimated cost of the Project is not to exceed Twenty-Four Million Dollars (\$24,000,000).
4. The Governing Body recognizes that the current low interest rate environment provides an opportunity to refund the Refunded Bonds, and the Governing Body further realizes that the Governing Body must move expeditiously to accomplish the greatest savings possible by the issuance of the Series 2021 Bonds.
5. In that the bond market is volatile, the Governing Body needs to authorize the negotiated sale of the Series 2021 Bonds to the Underwriter, subject to the satisfaction of the conditions as hereinafter set forth in Section 25 and authorizes the Mayor and Clerk to execute the Bond Purchase Agreement, prior to a scheduled meeting of the Governing Body in order to maximize the savings to the City regarding the issuance of the Series 2021 Bonds.
6. The City recognizes that in order to prepare the necessary offering documents it is in the best interest of the City to authorize Bond Counsel to prepare and distribute all necessary documents and to do all things required in order to negotiate the sale of the Series 2021 Bonds to the Underwriter and effectuate the issuance of such Series 2021 Bonds.
7. It is necessary to approve the execution of the Preliminary Official Statement, to be dated the date of distribution thereof (the "**Preliminary Official Statement**") for the sale of the Series 2021 Bonds and the distribution thereof to prospective purchasers of the Series 2021 Bonds.
8. It is necessary to approve the form of and execution of the Bond Purchase Agreement with regard to the sale of the Series 2021 Bonds.
9. It is necessary to approve the form of, execution and distribution of an Official Statement, to be dated the date of execution of the Bond Purchase Agreement (the "**Official Statement**") for the Series 2021 Bonds.
10. It is necessary to approve the Escrow Agent and the form and execution of the Escrow Agreement for the Refunded 2003 Bonds and to authorize the Mayor or Clerk to provide a written notification to the Refunded 2010A Bonds Paying Agent of the current refunding of the 2010A Refunded Bonds and to the Refunded 2016A Bonds Paying Agent of the tender and current refunding of the 2016A Bonds.

11. It is necessary to authorize the Mayor to execute an agreement with the 2016A Bondholder (the "**Tender Offer Agreement**") to effect the early redemption or tender of the 2016A Bonds.
12. It has now become necessary to make provision for the preparation, execution and issuance of said Series 2021 Bonds.

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

SECTION 1. In consideration of the purchase and acceptance of any and all of the Series 2021 Bonds by those who shall hold the same from time to time, this Bond Resolution shall constitute a contract between the City and the Registered Owners from time to time of the Series 2021 Bonds. The pledge made herein and the covenants and agreements herein set forth to be performed on behalf of the City for the benefit of the Registered Owners shall be for the equal benefit, protection and security of the Registered Owners of any and all of the Series 2021 Bonds, all of which, regardless of the time or times of their authentication and delivery or maturity, shall be of equal rank without preference, priority or distinction.

SECTION 2. (a) The Series 2021 Bonds shall initially be issued pursuant to a Book-Entry System administered by the Securities Depository with no physical distribution of bond certificates to be made except as provided in this Section 2. Any provision of this Bond Resolution or the Series 2021 Bonds requiring physical delivery of the Series 2021 Bonds shall, with respect to any Series 2021 Bonds held under the Book-Entry System, be deemed to be satisfied by a notation on the Registration Records maintained by the Paying Agent that such Series 2021 Bonds are subject to the Book-Entry System.

(b) So long as a Book-Entry System is being used, one Bond for each maturity of the Series 2021 Bonds and registered in the name of the Securities Depository, the Securities Depository Nominee and the Participants and Indirect Participants will evidence beneficial ownership of the Series 2021 Bonds in authorized denominations, with transfers of ownership effected on the records of the Securities Depository, the Participants and the Indirect Participants pursuant to rules and procedures established by the Securities Depository, the Participants and the Indirect Participants. The principal of and any premium on each Bond shall be payable to the Securities Depository Nominee or any other person appearing on the Registration Records as the Registered Holder of such Series 2021 Bond or its registered assigns or legal representative at the principal office of the Paying Agent. So long as the Book-Entry System is in effect, the Securities Depository will be recognized as the Holder of the Series 2021 Bonds for all purposes. Transfer of principal, interest and any premium payments or notices to Participants and Indirect Participants will be the responsibility of the Securities Depository and transfer of principal, interest and any premium payments or notices to Beneficial Owners will be the responsibility of the Participants and Indirect Participants. No other party will be responsible or liable for such transfers of payments or notices or for maintaining, supervising or reviewing such records maintained by the Securities Depository, the Participants or the Indirect Participants. While the Securities Depository Nominee or the Securities Depository, as the case may be, is the registered owner of the Series 2021 Bonds, notwithstanding any other provisions set forth herein, payments of principal of, redemption premium, if any, and interest on the Series 2021 Bonds shall be made to the Securities Depository Nominee or the Securities Depository, as the case may be, by wire transfer in immediately available funds to the account of such Holder, without notice to or the consent of the Beneficial Owners, the Paying Agent, with the consent of the City, and the Securities Depository may agree in writing to make payments of principal and interest in a manner different from that set out herein. In such event, the Paying Agent shall make payments with respect to the Series 2021 Bonds in such manner as if set forth herein.

(c) The City may at any time elect (i) to provide for the replacement of any Securities Depository as the depository for the Series 2021 Bonds with another qualified Securities Depository, or (ii) to discontinue the maintenance of the Series 2021 Bonds under a Book-Entry System. In such event, and upon being notified by the City of such election, the Paying Agent shall give 30 days' prior notice of such election to the Securities Depository (or such fewer number of days as shall be acceptable to such Securities Depository).

(d) Upon the discontinuance of the maintenance of the Series 2021 Bonds under a Book-Entry System, the City will cause Series 2021 Bonds to be issued directly to the Beneficial Owners of Series 2021 Bonds, or their designees, as further described below. In such event, the Paying Agent shall make provisions to notify Participants and the Beneficial Owners of the Series 2021 Bonds, by mailing an appropriate notice to the Securities Depository, or by other means deemed appropriate by the Paying Agent in its discretion, that Series 2021 Bonds will be directly issued to the Beneficial Owners of Series 2021 Bonds as of a date set forth in such notice, which shall be a date at least 10 days after the date of mailing of such notice (or such fewer number of days as shall be acceptable to the Securities Depository).

(e) In the event that Series 2021 Bonds are to be issued to the Beneficial Owners of the Series 2021 Bonds, or their designees, the City shall promptly have prepared Series 2021 Bonds in certificated form registered in the names of the Beneficial Owners of Series 2021 Bonds shown on the records of the Participants provided to the Paying Agent, as of the date set forth in the notice described above. Series 2021 Bonds issued to the Beneficial Owners, or their designees, shall be in fully registered form substantially in the form set forth in Section 8 hereof.

(f) If any Securities Depository is replaced as the depository for the Series 2021 Bonds with another qualified Securities Depository, the City will issue to the replacement Securities Depository Series 2021 Bonds substantially in the form set forth herein, registered in the name of such replacement Securities Depository.

(g) Each Securities Depository and the Participants, the Indirect Participants and the Beneficial Owners of the Series 2021 Bonds, by their acceptance of the Series 2021 Bonds, agree that the City and the Paying Agent shall have no liability for the failure of any Securities Depository to perform its obligation to any Participant, Indirect Participant or other nominee of any Beneficial Owner of any Series 2021 Bonds to perform any obligation that such Participant, Indirect Participant or other nominee may incur to any Beneficial Owner of the Series 2021 Bonds.

(h) Notwithstanding any other provision of this Bond Resolution, on or prior to the date of issuance of the Series 2021 Bonds, the Paying Agent shall have executed and delivered to the initial Securities Depository a Letter of Representations governing various matters relating to the Securities Depository and its activities pertaining to the Series 2021 Bonds. The terms and provisions of such Letter of Representations are incorporated herein by reference and in the event there shall exist any inconsistency between the substantive provisions of the said Letter of Representations and any provisions of this Bond Resolution, then, for as long as the initial Securities Depository shall serve with respect to the Series 2021 Bonds, the terms of the Letter of Representations shall govern.

(i) Notwithstanding any provision in this Bond Resolution to the contrary, at all times in which the Book-Entry System is in effect, any references to physical delivery of a bond shall not be required.

SECTION 3. The Series 2021 Bonds are hereby authorized and ordered to be prepared and issued in the principal amount of not to exceed Twenty-Four Million Dollars (\$24,000,000) to raise money for the Project as authorized by the Act. The Series 2021 Bonds may be issued in one or more taxable or tax-exempt series.

SECTION 4. (a) Payments of interest on the Series 2021 Bonds shall be made to the Record Date Registered Owner, and payments of principal shall be made upon presentation and surrender thereof at the principal office of the Paying Agent to the Record Date Registered Owner in lawful money of the United States of America.

(b) The Series 2021 Bonds shall be registered as to both principal and interest; shall be dated the date of delivery thereof; shall be issued in the principal denomination of \$5,000 each, or integral multiples thereof up to the amount of a single maturity; shall be numbered from one upward in the order of issuance; shall bear interest from the date thereof at the rate or rates specified by further order of the Governing Body, payable on each Interest Payment Date as specified in the Bond Purchase Agreement until early redemption or maturity thereof, such interest rate to be in compliance with the Act, commencing September 1, 2021, unless otherwise specified in the Bond Purchase Agreement; and shall mature and become due and payable in the years and in the amounts as determined in the Bond Purchase Agreement, with such completions, changes, insertions and

modifications to the Bond Purchase Agreement as shall be approved by the officers executing and delivering the same (the execution thereof shall constitute conclusive evidence approval of any such completions, changes, insertions and modifications).

(c) The Series 2021 Bonds may be subject to optional or mandatory sinking fund redemption prior to their stated dates of maturity as set forth in the Bond Purchase Agreement (the execution thereof shall constitute conclusive evidence approval of any such completions, changes, insertions and modifications).

(d) If notice of redemption is required in the Bond Purchase Agreement, notice of redemption identifying the numbers of Series 2021 Bonds or portions thereof to be redeemed shall be given to the Registered Owners thereof by first class mail at least thirty (30) days and not more than sixty (60) days prior to the date fixed for redemption. Failure to mail or receive any such notice, or any defect therein or in the mailing thereof, shall not affect the validity of any proceedings for the redemption of Series 2021 Bonds. Any notice mailed as provided herein shall be conclusively presumed to have been given, irrespective of whether received. If such written notice of redemption is made and if due provision for payment of the redemption price is made, all as provided above, the Series 2021 Bonds which are to be redeemed thereby automatically shall be deemed to have been redeemed prior to their scheduled maturities, and they shall not bear interest after the date fixed for redemption, and they shall not be regarded as being outstanding except for the right of the owner to receive the redemption price out of the funds provided for such payment. If at the time of mailing of any notice of redemption, there shall not be on deposit with the Paying Agent sufficient moneys to redeem all of the Series 2021 Bonds called for redemption, such notice shall state that it is subject to the deposit of moneys with the Paying Agent not later than on the redemption date and shall be of no effect unless such moneys are deposited.

(e) The Series 2021 Bonds, for which the payment of sufficient moneys or, to the extent permitted by the laws of the State of Mississippi, (a) direct obligations of, or obligations for the payment of the principal of and interest on which are unconditionally guaranteed by, the United States of America ("**Government Obligations**"), (b) certificates of deposit or municipal obligations fully secured by Government Obligations or (c) evidences of ownership of proportionate interests in future interest or principal payments on Government Obligations held by a bank or trust company as custodian, under which the owner of the investment is the real party in interest and has the right to proceed directly and individually against the obligor on the Government Obligations and which Government Obligations are not available to satisfy any claim of the custodian or any person claiming through the custodian or to whom the custodian may be obligated, (d) State and Local Government Series ("**SLGS**") Securities, or (e) municipal obligations, the payment of the principal of, interest and redemption premium, if any, on which are irrevocably secured by Government Obligations and which Government Obligations are not subject to redemption prior to the date on which the proceeds attributable to the principal of such obligations are to be used and have been deposited in an escrow account which is irrevocably pledged to the payment of the principal of and interest and redemption premium, if any, on such municipal obligations (all of which collectively, with Government Obligations, "**Defeasance Securities**"), shall have been deposited with an escrow agent appointed for such purpose, which may be the Paying Agent, shall be deemed to have been paid, shall cease to be entitled to any lien, benefit or security under this Bond Resolution and shall no longer be deemed to be outstanding hereunder, and the Registered Owners shall have no rights in respect thereof except to receive payment of the principal of and interest on such Series 2021 Bonds from the funds held for that purpose. Defeasance Securities shall be considered sufficient under this Bond Resolution if said investments, with interest, mature and bear interest in such amounts and at such times as will assure sufficient cash to pay currently maturing interest and to pay principal when due on such Series 2021 Bonds.

SECTION 5. (a) When the Series 2021 Bonds shall have been validated and executed as herein provided, they shall be registered as an obligation of the City in the office of the Clerk in a record maintained for that purpose, and the Clerk shall cause to be imprinted upon the reverse side of each of the Series 2021 Bonds, over their manual or facsimile signature and manual or facsimile seal, their certificate in substantially the form set out in **EXHIBITS A and B**.

(b) The Series 2021 Bonds shall be executed by the manual or facsimile signature of the Mayor and countersigned by the manual or facsimile signature of the Clerk, with the seal of the City imprinted or affixed thereto; provided, however all signatures and seals appearing on the

Series 2021 Bonds, other than the signature of an authorized officer of the Transfer Agent hereafter provided for, may be facsimile and shall have the same force and effect as if manually signed or impressed. In case any official of the City whose signature or a facsimile of whose signature shall appear on the Series 2021 Bonds shall cease to be such official before the delivery or reissuance thereof, such signature or such facsimile shall nevertheless be valid and sufficient for all purposes, the same as if such official had remained in office until delivery or reissuance.

(c) The Series 2021 Bonds shall be delivered to the Underwriter upon payment of the purchase price therefor in accordance with the terms and conditions of the Bond Purchase Agreement, together with a complete certified transcript of the proceedings had and done in the matter of the authorization, issuance, sale and validation of the Series 2021 Bonds, and the final, unqualified approving opinion of Bond Counsel.

(d) Prior to or simultaneously with the delivery by the Transfer Agent of any of the Series 2021 Bonds, the City shall file with the Transfer Agent:

- (i) a copy, certified by the Clerk, of the transcript of proceedings of the Governing Body in connection with the authorization, issuance, sale and validation of the Series 2021 Bonds; and
- (ii) an authorization to the Transfer Agent, signed by the Mayor or Clerk, to authenticate and deliver the Series 2021 Bonds to the Underwriter.

(e) At delivery, the Transfer Agent shall authenticate the Series 2021 Bonds and deliver them to the Underwriter thereof upon payment of the purchase price of the Series 2021 Bonds to the City.

(f) Series 2021 Bonds, blank as to denomination, rate of interest, date of maturity and CUSIP, as applicable, number and sufficient in quantity in the judgment of the City to meet the reasonable transfer and reissuance needs on the Series 2021 Bonds, shall be printed and delivered to the Transfer Agent in generally-accepted format, and held by the Transfer Agent until needed for transfer or reissuance, whereupon the Transfer Agent shall imprint the appropriate information as to denomination, rate of interest, date of maturity and CUSIP number prior to the registration, authentication and delivery thereof to the transferee holder. The Transfer Agent is hereby authorized upon the approval of the Governing Body to have printed from time to time as necessary additional Series 2021 Bonds bearing the facsimile seal of the City and facsimile signatures of the persons who were the officials of the Governing Body as of the date of original issue of the Series 2021 Bonds.

SECTION 6. (a) The City hereby authorizes the Mayor to appoint the Agent for the Series 2021 Bonds. The Agent shall be a bank or trust company located within the State of Mississippi. The City specifically reserves the right to hereafter designate a separate Transfer Agent and/or Paying Agent in its discretion in the manner hereinafter provided.

(b) So long as any of the Series 2021 Bonds shall remain outstanding, the City shall maintain with the Transfer Agent records for the registration and transfer of the Series 2021 Bonds. The Transfer Agent is hereby appointed registrar for the Series 2021 Bonds, in which capacity the Transfer Agent shall register in such records and permit to be transferred thereon, under such reasonable regulations as may be prescribed, any Bond entitled to registration or transfer.

(c) The City shall pay or reimburse the Agent for reasonable fees for the performance of the services normally rendered and the incurring of normal expenses reasonably and necessarily paid as are customarily paid to paying agents, transfer agents and bond registrars, subject to agreement between the City and the Agent. Fees and reimbursements for extraordinary services and expenses, so long as not occasioned by the negligence, misconduct or willful default of the Agent, shall be made by the City on a case-by-case basis, subject, where not prevented by emergency or other exigent circumstances, to the prior written approval of the Governing Body.

(d) (i) An Agent may at any time resign and be discharged of the duties and obligations of either the function of the Paying Agent or Transfer Agent, or both, by giving at least sixty (60) days' written notice to the City, and may be removed from either or both of said functions at any time by resolution of the Governing Body delivered to the Agent. The resolution shall specify the date on which such removal shall take effect and the name and address of the successor Agent, and shall be transmitted to the Agent being removed within a reasonable time prior to the effective

date thereof. Provided, however, that no resignation or removal of an Agent shall become effective until a successor Agent has been appointed pursuant to the Bond Resolution.

- (ii) Upon receiving notice of the resignation of an Agent, the City shall promptly appoint a successor Agent by resolution of the Governing Body. Any appointment of a successor Agent shall become effective upon acceptance of appointment by the successor Agent. If no successor Agent shall have been so appointed and have accepted appointment within thirty (30) days after the notice of resignation, the resigning Agent may petition any court of competent jurisdiction for the appointment of a successor Agent, which court may thereupon, after such notice as it may deem appropriate, appoint a successor Agent.
- (iii) In the event of a change of Agents, the predecessor Agent shall cease to be custodian of any funds held pursuant to this Bond Resolution in connection with its role as such Agent, and the successor Agent shall become such custodian; provided, however, that before any such delivery is required to be made, all fees, advances and expenses of the retiring or removed Agent shall be fully paid. Every predecessor Agent shall deliver to its successor Agent all records of account, registration records, lists of Registered Owners and all other records, documents and instruments relating to its duties as such Agent.
- (iv) Any successor Agent appointed under the provisions hereof shall be a bank, trust company or national banking association having Federal Deposit Insurance Corporation insurance of its accounts, duly authorized to exercise corporate trust powers and subject to examination by and in good standing with the federal and/or state regulatory authorities under the jurisdiction of which it falls.
- (v) Every successor Agent appointed hereunder shall execute, acknowledge and deliver to its predecessor Agent and to the City an instrument in writing accepting such appointment hereunder, and thereupon such successor Agent, without any further act, shall become fully vested with all the rights, immunities and powers, and subject to all the duties and obligations, of its predecessor.
- (vi) Should any transfer, assignment or instrument in writing be required by any successor Agent from the City to more fully and certainly vest in such successor Agent the estates, rights, powers and duties hereby vested or intended to be vested in the predecessor Agent, any such transfer, assignment and written instruments shall, on request, be executed, acknowledged and delivered by the City.
- (vii) The City will provide any successor Agent with certified copies of all resolutions, orders and other proceedings adopted by the Governing Body relating to the Series 2021 Bonds.
- (viii) All duties and obligations imposed hereby on an Agent or successor Agent shall terminate upon the accomplishment of all duties, obligations and responsibilities imposed by law or required to be performed by this Bond Resolution.

(e) Any corporation or association into which an Agent may be converted or merged, or with which it may be consolidated or to which it may sell or transfer its assets as a whole or substantially as a whole, or any corporation or association resulting from any such conversion, sale, merger, consolidation or transfer to which it is a party, shall be and become successor Agent hereunder and vested with all the powers, discretion, immunities, privileges and all other matters as was its predecessor, without the execution or filing of any instrument or any further act, deed or conveyance on the part of either the City or the successor Agent, anything herein to the contrary notwithstanding, provided only that such successor Agent shall be satisfactory to the City and eligible under the provisions of Section 6(d)(iv) hereof.

SECTION 7. The Series 2021 Bonds shall be in substantially the form attached hereto as **EXHIBITS A and B**, with such appropriate variations, omissions and insertions as are permitted or required by this Bond Resolution. The Mayor and the Clerk are hereby authorized and directed to execute and deliver the Series 2021 Bonds upon issuance thereof with such changes, insertions and deletions as such officers shall approve and shall conform such Series 2021 Bonds to the terms

and provisions of the Bond Purchase Agreement.

SECTION 8. In case any Series 2021 Bond shall become mutilated or be stolen, destroyed or lost, the City shall, if not then prohibited by law, cause to be authenticated and delivered a new Series 2021 Bond of like date, number, maturity and tenor in exchange and substitution for and upon cancellation of such mutilated Series 2021 Bond, or in lieu of and in substitution for such Series 2021 Bond stolen, destroyed or lost, upon the Registered Owner's paying the reasonable expenses and charges of the City in connection therewith, and in case of a Series 2021 Bond stolen, destroyed or lost, his filing with the City or Transfer Agent evidence satisfactory to them that such Series 2021 Bond was stolen, destroyed or lost, and of his ownership thereof, and furnishing the City or Transfer Agent with such security or indemnity as may be required by law or by them to save each of them harmless from all risks, however remote. The provision of this Section 8 shall not apply if the Book-Entry System is in effect.

SECTION 9. For the purpose of effectuating and providing for the payment of the principal of and interest on the Series 2021 Bonds as the same shall respectively mature and accrue, there shall be and is hereby levied a direct, continuing special 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 Series 2021 Bonds; 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 Series 2021A Bond Fund and Series 2021B Bond Fund of the Series 2021 Bonds, or has made other provisions for funds, to be applied toward the payment of the principal of and interest on the Series 2021 Bonds due during the ensuing fiscal year of the City, in accordance with the provisions of the Bond Resolution. When necessary, 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 time, rate or amount. The avails of said tax are hereby irrevocably pledged for the payment of the principal of and interest on the Series 2021 Bonds as the same shall respectively mature and accrue. Should there be a failure in any year to comply with the requirements of this section, such failure shall not impair the right of the Registered Owners of any of the Series 2021 Bonds in any subsequent year to have adequate taxes levied and collected to meet the obligations of the Series 2021 Bonds, both as to principal and interest.

SECTION 10. Only such of the Series 2021 Bonds as shall have endorsed thereon a certificate of registration and authentication in substantially the form hereinabove set forth, duly executed by the Transfer Agent, shall be entitled to the rights, benefits and security of this Series 2021 Bond Resolution. No Series 2021 Bond shall be valid or obligatory for any purpose unless and until such certificate of registration and authentication shall have been duly executed by the Transfer Agent, which executed certificate shall be conclusive evidence of registration, authentication and delivery under this Bond Resolution. The Transfer Agent's certificate of registration and authentication on any Series 2021 Bond shall be deemed to have been duly executed if signed by an authorized officer of the Transfer Agent, but it shall not be necessary that the same officer sign said certificate on all of the Series 2021 Bonds that may be issued hereunder at any one time.

SECTION 11. (a) In the event the Underwriter shall fail to designate the names, addresses and social security or tax identification numbers of the Registered Owners of the Series 2021 Bonds within thirty (30) days of the date of sale, or at such other later date as may be designated by the City, one Series 2021 Bond registered in the name of the Underwriter may be issued in the full amount for each maturity. Ownership of the Series 2021 Bonds shall be in the Underwriter until the initial Registered Owner has made timely payment and, upon request of the Underwriter within a reasonable time of the initial delivery of the Series 2021 Bonds, the Transfer Agent shall re-register any such Series 2021 Bond upon its records in the name of the Registered Owner to be designated by the Underwriter in the event timely payment has not been made by the initial Registered Owner.

(b) Except as hereinabove provided, the Person in whose name any Series 2021 Bond shall be registered in the records of the City maintained by the Transfer Agent may be deemed the absolute owner thereof for all purposes, and payment of or on account of the principal of or interest on any Series 2021 Bond shall be made only to or upon the order of the Registered Owner thereof,

or his legal representative, but such registration may be changed as hereinafter provided. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Series 2021 Bond to the extent of the sum or sums so paid.

SECTION 12. (a) Each Series 2021 Bond shall be transferable only in the records of the City, upon surrender thereof at the office of the Transfer Agent, together with a written instrument of transfer satisfactory to the Transfer Agent duly executed by the Registered Owner or his attorney duly authorized in writing. Upon the transfer of any Series 2021 Bond, the City, acting through its Transfer Agent, shall issue in the name of the transferee a new Series 2021 Bond or Series 2021 Bonds of the same aggregate principal amount and maturity and rate of interest as the surrendered Series 2021 Bond or Series 2021 Bonds.

(b) In all cases in which the privilege of transferring Series 2021 Bonds is exercised, the Transfer Agent shall authenticate and deliver Series 2021 Bonds in accordance with the provisions of this Bond Resolution.

SECTION 13. (a) The City hereby establishes the 2021A Bond Fund which shall be maintained with a qualified depository in its name for the payment of the principal of and interest on the Series 2021A Bonds, and the payment of Agents' fees in connection therewith. There shall be deposited into the 2021A Bond Fund as and when received:

- (i) The accrued interest, if any, received upon delivery of the Series 2021A Bonds;
- (ii) The avails of any of the ad valorem taxes levied and collected pursuant to Section 9 hereof;
- (iii) Any income received from investment of monies in the 2021A Bond Fund; and
- (iv) Any other funds available to the City which may be lawfully used for payment of the principal of and interest on the Series 2021A Bonds, and which the Governing Body, in its discretion, may direct to be deposited into the 2021A Bond Fund.

(b) The City hereby establishes the 2021B Bond Fund which shall be maintained with a qualified depository in its name for the payment of the principal of and interest on the Series 2021B Bonds, and the payment of Agents' fees in connection therewith. There shall be deposited into the 2021B Bond Fund as and when received:

- (i) The accrued interest, if any, received upon delivery of the Series 2021B Bonds;
- (ii) The avails of any of the ad valorem taxes levied and collected pursuant to Section 9 hereof;
- (iii) Any income received from investment of monies in the 2021B Bond Fund; and
- (iv) Any other funds available to the City which may be lawfully used for payment of the principal of and interest on the Series 2021B Bonds, and which the Governing Body, in its discretion, may direct to be deposited into the 2021B Bond Fund.

(c) As long as any principal of and interest on the Series 2021 Bonds remains outstanding, the Clerk is hereby irrevocably authorized and directed to withdraw from the 2021A Bond Fund and 2021B Bond Fund, respectively, sufficient monies to make the payments herein provided for and to transfer same to the account of the Paying Agent in time to reach said Paying Agent at least five (5) days prior to the date on which said interest or principal and interest shall become due.

SECTION 14. (a) The City hereby establishes the 2021A Costs of Issuance Fund which shall be held by the Escrow Agent under the Escrow Agreement or as applicable the Paying Agent under the Paying Agent Agreement. A certain portion of the proceeds received upon the sale of the Series 2021A Bonds shall be deposited in the 2021A Costs of Issuance Fund. Any income received from investment of monies in the 2021A Costs of Issuance Fund shall be deposited in the 2021A Costs of Issuance Fund. Funds in the 2021A Costs of Issuance Fund shall be used by the Escrow Agent, upon receipt of written direction of the Mayor or the Clerk as provided in Section 24 hereof, to pay the costs, fees and expenses incurred by the City in connection with the authorization, issuance, sale, validation and delivery of the Series 2021A Bonds. Any amounts which remain in the 2021A Costs of Issuance Fund after the payment of the costs of issuance for the Series 2021A Bonds shall be transferred by the Escrow Agent to the City for deposit in the 2021A Bond Fund and used to pay debt service on the Series 2021A Bonds.

(b) The City hereby establishes the 2021B Costs of Issuance Fund which shall be held by the Escrow Agent under the Escrow Agreement or as applicable the Paying Agent under the Paying Agent Agreement. A certain portion of the proceeds received upon the sale of the Series 2021B Bonds shall be deposited in the 2021B Costs of Issuance Fund. Any income received from investment of monies in the 2021B Costs of Issuance Fund shall be deposited in the 2021B Costs of Issuance Fund. Funds in the 2021B Costs of Issuance Fund shall be used by the Escrow Agent, upon receipt of written direction of the Mayor or the Clerk as provided in Section 24 hereof, to pay the costs, fees and expenses incurred by the City in connection with the authorization, issuance, sale, validation and delivery of the Series 2021B Bonds. Any amounts which remain in the 2021B Costs of Issuance Fund after the payment of the costs of issuance for the Series 2021B Bonds shall be transferred by the Escrow Agent to the City for deposit in the 2021B Bond Fund and used to pay debt service on the Series 2021B Bonds.

SECTION 15. Upon the delivery of the Series 2021 Bonds, the Underwriter will remit the net proceeds of the Series 2021 Bonds, for and on behalf of the City and at the direction of the City, directly to (i) the Escrow Agent for deposit (1) in the Escrow Fund, an amount which, together with investment income thereon, will be sufficient to effectuate the defeasance and refunding of the Refunded 2003 Bonds as provided in the Escrow Agreement and (2) in the 2021A Costs of Issuance Fund and the 2021B Costs of Issuance Fund and used as provided in Section 14(a) hereof, all as set forth and described in the Escrow Agreement, and (ii) the 2010A Trustee for deposit in the Series 2010A General Account of the Bond Fund under the 2010A Indenture to effectuate the defeasance and refunding of the Refunded 2010A Bonds and the redemption of the Refunded 2010A Bonds.

SECTION 16. (a) Payment of principal on the Series 2021 Bonds shall be made, upon presentation and surrender of the Series 2021 Bonds at the principal office of the Paying Agent, to the Record Date Registered Owner thereof who shall appear in the registration records of the City maintained by the Transfer Agent as of the Record Date.

(b) Payment of each installment of interest on the Series 2021 Bonds shall be made to the Record Date Registered Owner thereof whose name shall appear in the registration records of the City maintained by the Transfer Agent as of the Record Date. Interest shall be payable in the aforesaid manner irrespective of any transfer or exchange of such Series 2021 Bond subsequent to the Record Date and prior to the due date of the interest.

(c) Principal of and interest on the Series 2021 Bonds shall be paid by check or draft mailed on the Interest Payment Date to Registered Owners at the addresses appearing in the registration records of the Transfer Agent. Any such address may be changed by written notice from the Registered Owner to the Transfer Agent by certified mail, return receipt requested, or such other method as may be subsequently prescribed by the Transfer Agent, such notice to be received by the Transfer Agent not later than the 15th day of the calendar month preceding the applicable principal or Interest Payment Date to be effective as of such date.

SECTION 17. The Series 2021 Bonds may be submitted to validation as provided by Chapter 13, Title 31, Mississippi Code of 1972, and to that end, if requested, the Clerk is hereby directed to make up a transcript of all legal papers and proceedings relating to the Series 2021 Bonds and to certify and forward the same to the State's bond attorney for the institution of validation proceedings.

SECTION 18. The City hereby covenants that it will not make any use of the proceeds of the Series 2021A Bonds or do or suffer any other action that would cause: (i) the Series 2021A Bonds to be "arbitrage bonds" as such term is defined in Section 148(a) of the Internal Revenue Code of 1986, as amended ("**Code**"), and the Regulations promulgated thereunder; (ii) the interest on the Series 2021A Bonds to be included in the gross income of the Registered Owners thereof for federal income taxation purposes; or (iii) the interest on the Series 2021A Bonds to be treated as an item of tax preference under Section 57(a)(5) of the Code.

SECTION 19. The City hereby covenants as follows:

a) it has not abandoned, sold or otherwise disposed of any facility, equipment or improvement financed or refinanced directly or indirectly with the proceeds of the Refunded Bonds;

(b) it does not intend to, during the term that any of the Series 2021A Bonds allocable to the Refunding Project are outstanding, abandon, sell or otherwise dispose of any facility, equipment or improvement financed or refinanced directly or indirectly with the proceeds of the Refunded Bonds being refunded with the proceeds of the Series 2021A Bonds;

(c) it shall timely file with the Ogden, Utah Service Center of the Internal Revenue Service, such information report or reports as may be required by Section 148(f) and 149(e) of the Code;

(d) it shall take no action that would cause the Series 2021A Bonds to be "federally guaranteed" within the meaning of Section 149(b) of the Code;

(e) it will not employ an abusive arbitrage device in connection with the issuance by it of the Series 2021A Bonds which will enable it to obtain a material financial advantage (based on arbitrage) apart from the savings that may be realized as a result of the lower interest rates on the Series 2021A Bonds than on the Refunded Bonds being refunded with the proceeds of the Series 2021A Bonds and overburden the tax-exempt bond market; and

(f) it shall make, or cause to be made, the rebate required by Section 148(f) of the Code in the manner described in Regulation § 1.148-0 through 1.148-11, 1.149(b)-1, 1.149(d)-1, 1.149(g)-1, 1.150-1, 1.150-2, as such regulations and statutory provisions may be modified insofar as they apply to the Series 2021A Bonds.

SECTION 20. The City hereby agrees for the benefit of the holders and beneficial owners of the Series 2021 Bonds for so long as it remains obligated to advance funds to pay the Series 2021 Bonds to provide certain updated financial information and operating data annually, and timely notice of specified material events, to the Municipal Securities Rulemaking Board ("**MSRB**") through MSRB's Electronic Municipal Market Access system at www.emma.msrb.org ("**EMMA**"), in the electronic format then prescribed by the Securities and Exchange Commission (the "**SEC**") (the "**Required Electronic Format**") pursuant to Rule 15c2-12, as amended from time to time (the "**Rule**") of the SEC, together with any identifying information or other information then required to accompany the applicable filing (the "**Accompanying Information**"). This information will be available free to securities brokers and others through EMMA.

The City will provide certain updated financial information and operating data to the MSRB in the Required Electronic Format through EMMA, together with any Accompanying Information. The information to be updated includes all quantitative financial information and operating data with respect to the City of the general type included in the Official Statement in APPENDIX A under the headings "ECONOMIC AND DEMOGRAPHIC INFORMATION," "TAX INFORMATION" and "DEBT INFORMATION," which may be limited, and other financial information set forth in APPENDICES of the Official Statement. The City will update and provide this information within twelve months after the end of each fiscal year of the City ending in or after 2021.

The City may provide updated information in full text or may incorporate by reference certain other publicly available documents, as permitted by the Rule. The updated information will include audited financial statements, if the City's audit is completed by the required time. If audited financial statements are not available by the required time, the City will provide unaudited financial statements by such time, if available and audited financial statements when the audit report becomes available. Any such financial statements will be prepared in accordance with the accounting principles promulgated by the State of Mississippi or such other accounting principles as the City may be required to employ from time to time pursuant to law or regulation.

The City's current fiscal year end is September 30. If the City changes its fiscal year, it will notify the MSRB in the Required Electronic Format through EMMA, together with any Accompanying Information.

Anyone requesting information under the continuing disclosure requirements of SEC Rule 15c2-12 should contact the Clerk at City Hall, 219 S. President Street, Jackson, Mississippi 39201 Telephone Number: (601) 960-1037.

The City will also provide notice to the MSRB in the Required Electronic Format through

EMMA, together with any Accompanying Information, in a timely manner not in excess of ten business days after the occurrence of certain events. The City will provide notice of any of the following events with respect to the Series 2021 Bonds, in a timely manner not in excess of ten business days after the occurrence of such event: (1) Principal and interest payment delinquencies; (2) Non-payment related defaults, *if material*; (3) Unscheduled draws on debt service reserves reflecting financial difficulties; (4) Unscheduled draws on credit enhancements reflecting financial difficulties; (5) Substitution of credit or liquidity providers or their failure to perform; (6) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Series 2021A Bonds, or other material events affecting the tax status of the Series 2021A Bonds; (7) Modifications to rights of bondholders, *if material*; (8) Series 2021 Bond calls, *if material*, and tender offers; (9) Defeasances; (10) Release, substitution or sale of property securing repayment of the Series 2021 Bonds, *if material*; (11) Rating changes; (12) Bankruptcy, insolvency, receivership or similar event of the obligated person; (13) The consummation of a merger, consolidation, or acquisition involving an obligated person or the sale of all or substantially all of the assets of the obligated person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, *if material*; (14) Appointment of a successor or additional trustee or the change of name of a trustee, *if material*; (15) Incurrence of a financial obligation of the obligated person, *if material*, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a financial obligation of the Issuer, any of which affect security holders, *if material*; and (16) Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a financial obligation of the obligated person, any of which reflect financial difficulties. In addition, the City will provide timely notice of any failure by the City to provide information, data, or financial statements in accordance with its agreement described above under paragraphs 2, 3 and 4 of this Section.

The City has agreed to update information and to provide notices of material events only as described in this Section. The City has not agreed to provide other information that may be relevant or material to a complete presentation of its financial results of operations, condition, or prospects or agreed to update any information that is provided, except as described herein. The City makes no representation or warranty concerning such information or concerning its usefulness to a decision to invest in or sell Series 2021 Bonds at any future date. The City disclaims any contractual or tort liability for damages resulting in whole or in part from any breach of its continuing disclosure agreement or from any statement made pursuant to its agreement, although Holders or Beneficial Owners of Series 2021 Bonds may seek a writ of mandamus to compel the City to comply with its agreement.

The City may amend its continuing disclosure agreement only if (1) the amendment is made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in identity, nature, or status of the City, (2) the agreement, as amended, would have complied with the Rule at the date of sale of the Series 2021 Bonds, taking into account any amendments or interpretations of the Rule as well as any change in circumstance, and (3) the City receives an opinion of nationally recognized bond counsel to the effect that the amendment does not materially impair the interests of the Holders and Beneficial Owners of the Series 2021 Bonds. If any such amendment is made, the City will include in its next annual update an explanation in narrative form of the reasons for the change and its impact on the type of operating data or financial information being provided.

SECTION 21. The Governing Body of the City hereby approves, adopts and ratifies the Preliminary Official Statement for the sale of the Series 2021 Bonds in substantially the form attached hereto as **EXHIBIT C**. The City, with any modifications approved by the Mayor, hereby deems the Preliminary Official Statement to be "final" as required by Rule 15c2-12(b)(1) of the Securities and Exchange Commission.

SECTION 22. The distribution of copies of said Preliminary Official Statement to prospective purchasers of the Series 2021 Bonds is hereby authorized and ratified.

SECTION 23. The City hereby agrees for the benefit of the Registered Holders of the Series 2021 Bonds for so long as it remains obligated to advance funds to pay the Series 2021 Bonds to provide certain updated financial and operating information and data as provided in the

Continuing Disclosure Agreement of the City, the form of which is attached as an exhibit or appendix to the form of the City's Preliminary Official Statement, which is attached as **Exhibit C** to this resolution. The Mayor or the Clerk are each hereby authorized and directed to execute and deliver the Continuing Disclosure Agreement for and on behalf of and in the name of the City, with such changes, omissions, insertions and revisions, as may be approved by either such officer, said execution being conclusive evidence of such approval. The City may amend its Continuing Disclosure Agreement only to the extent provided therein.

SECTION 24. The Escrow Agent or Paying Agent, as applicable, upon receipt of authorization from the City is hereby authorized and directed to pay costs of issuance expenses on the closing date for the Series 2021 Bonds from the proceeds of the Series 2021 Bonds deposited in the 2021A Costs of Issuance Fund and the 2021B Costs of Issuance Fund, respectively, held under the Escrow Agreement for the costs of issuance of the respective series of the Series 2021 Bonds or if no Escrow Agreement or Escrow Agent, then said Paying Agent shall be responsible for all applicable duties with respect to the costs of issuance in connection with the Series 2021 Bonds. The Mayor or the Clerk or any other Authorized Officer are each authorized to sign requisitions for the payment of costs of issuance for the Series 2021 Bonds.

SECTION 25. The Governing Body of the City hereby authorizes the negotiation of the sale of the Series 2021 Bonds to the Underwriter and authorizes the execution by the Mayor and Clerk of the Bond Purchase Agreement in substantially the same form attached hereto as **Exhibit D** for and on behalf of the City, with such completions, changes, insertions and modifications as shall be approved by the officers executing and delivering the same (the execution thereof shall constitute conclusive evidence approval of any such completions, changes, insertions and modifications), based on the recommendation of the Municipal Advisor and provided that the following parameters are met: (1) the par amount of the Series 2021 Bonds will not exceed the aggregate principal amount of \$24,000,000; (2) the net interest cost of the Series 2021 Bonds will not exceed 5.00%; (3) the term of the Series 2021 Bonds will not exceed September 1, 2036; and (4) the terms and provisions of the Series 2021 Bonds shall be in compliance with the Act.

SECTION 26. Upon the execution of the Bond Purchase Agreement, the Mayor and Clerk are hereby authorized and directed to cause to be prepared and to execute a final Official Statement in connection with the Series 2021 Bonds in substantially the form of the Preliminary Official Statement, subject to minor amendments and supplement as approved by the Mayor and Clerk executing same (the execution thereof shall constitute approval of any such completions, changes, insertions and modifications).

SECTION 27. The Governing Body recognizes and acknowledges that due to uncertain conditions in the municipal bond marketplace from time to time, that it may or may not be determined to be advisable to refund any, all or a portion of the Refunded Bonds at any given time. Therefore, the Governing Body does hereby grant authority to the Mayor, upon advice from the Municipal Advisor, to provide for the final selection and approval of the obligations, amounts, and maturities of the Refunded Bonds to be refunded with the Series 2021 Bonds.

SECTION 28. Each of the following constitutes an event of default under this Bond Resolution:

- (a) failure by the City to pay any installment of principal of or interest on any Series 2021 Bond at the time required;
- (b) failure by the City to perform or observe any other covenant, agreement or condition on its part contained in this Bond Resolution or in the Series 2021 Bonds, and the continuance thereof for a period of thirty (30) days after written notice thereof to the City by the Registered Owners of not less than ten percent (10%) in principal amount of the then outstanding Series 2021 Bonds; or
- (c) an Act of Bankruptcy occurs.

SECTION 29. This resolution shall serve as notice to the 2003 Trustee, the 2003 Paying Agent, the 2010A Trustee, the 2010A Paying Agent and the 2016A Paying Agent of the City's desire to provide for the refunding of the Refunded Bonds.

SECTION 30. The Governing Body of the City hereby approves, adopts and ratifies the form of the Paying Agent Agreement in connection with the sale and issuance of the Series 2021 Bonds in substantially the form attached hereto as **EXHIBIT F**, and the Mayor or the Clerk are hereby authorized to execute said Paying Agent Agreement.

SECTION 31. The Governing Body of the City hereby approves, adopts and ratifies the form of the Tender Offer Agreement with the 2016A Bondholder in connection with the early redemption or tender of the 2016A Bonds in substantially the form attached hereto as **EXHIBIT G**, and the Mayor or the Clerk are hereby authorized to execute said Tender Offer Agreement.

SECTION 32. The Mayor or the Clerk are hereby authorized to execute the Refunded Bonds Notice of Refunding/Redemption.

SECTION 33. The Mayor and Clerk and any other Authorized Officer of the Governing Body are authorized to execute and deliver such resolutions, certificates and other documents as are required for the sale, issuance and delivery of the Series 2021 Bonds including but not limited to a Bond Insurance Policy, as applicable.

All orders, resolutions or proceedings of the Governing Body in conflict with any provision hereof shall be, and the same are hereby repealed, rescinded and set aside, but only to the extent of such conflict. For cause, this Bond Resolution shall become effective upon the adoption hereof.
[Remainder Left Intentionally Blank]

EXHIBIT A[SERIES 2021A BOND FORM]

UNLESS THIS SERIES 2021A BOND IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY TRUST COMPANY, A NEW YORK CORPORATION ("DTC"), TO THE TRANSFER AGENT FOR REGISTRATION OF TRANSFER, EXCHANGE, OR PAYMENT, AND ANY BOND IS REGISTERED IN THE NAME OF CEDE & CO. OR IN SUCH OTHER NAME AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC (AND ANY PAYMENT IS MADE TO CEDE & CO. OR TO SUCH OTHER ENTITY AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL INASMUCH AS THE REGISTERED OWNER HEREOF, CEDE & CO., HAS AN INTEREST HEREIN.

UNITED STATES OF AMERICA

STATE OF MISSISSIPPI

CITY OF JACKSON

GENERAL OBLIGATION REFUNDING BOND,

SERIES 2021A (TAX-EXEMPT)

NO. R- \$ Rate of Interest Maturity Date of Original Issue [CUSIP]
 % , 2021

Registered Owner:

Principal Amount: DOLLARS

The City of Jackson, State of Mississippi (the "City"), a body politic existing under the Constitution and laws of the State of Mississippi, acknowledges itself to owe and for value received, promises to pay in lawful money of the United States of America to the Registered Owner identified above, upon the presentation and surrender of this Bond, at the principal office of , or its successor, as paying agent (the "Paying Agent") for the General Obligation Refunding Bonds, Series 2021A (Tax-Exempt) of the City (the "Series 2021A Bonds"), on the maturity date identified above, the principal amount identified above. Payment of the principal amount of this Bond shall be made to the Registered Owner hereof who shall appear in the registration records of the City maintained by , or its successor, as transfer agent for the Bonds (the "Transfer Agent"), as of the 15th day of the calendar month preceding the maturity date hereof. The City further promises to pay interest on such principal amount from the date of this Bond or from the most recent interest payment date to which interest has been paid at the rate of interest per annum set forth above, on March 1 and September 1 of each year (each

an "**Interest Payment Date**"), commencing _____, until said principal sum is paid, to the Registered Owner hereof who shall appear in the registration records of the City maintained by the Transfer Agent as of the 15th day of the calendar month preceding the applicable Interest Payment Date. Payments of principal of and interest on this

Bond shall be made by check or draft mailed on the Interest Payment Date to such Registered Owner at his address as it appears on such registration records. The Registered Owner hereof may change such address by written notice to the Transfer Agent by certified mail, return receipt requested, or such other method as may be subsequently prescribed by the Transfer Agent, such notice to be received by the Transfer Agent not later than the 15th day of the calendar month preceding the applicable principal or Interest Payment Date. This Series 2021A Bond is one of a series of Bonds of like date of original issue, tenor and effect, except as to denomination, number, rate of interest and date of maturity, issued in the aggregate authorized principal amount of not to exceed _____ Dollars (\$_____,000) to raise money for the purpose of prepaying and current refunding certain outstanding maturities of the City's _____, issued in the original principal amount of \$_____. This Series 2021A Bond is issued under the authority of the Constitution and statutes of the State of Mississippi, including Sections 31-15-1 *et seq.*, and Sections 31-27-1 *et seq.*, Mississippi Code of 1972, as amended, and by the further authority of proceedings duly had by the Mayor and City Council of the City, including resolution adopted December 22, 2020, (the "**Bond Resolution**"). **[REMOVE IF NOT APPLICABLE: The Series 2021A Bonds maturing on and after _____, 20__, are subject to redemption prior to their stated dates of maturity at par, plus accrued interest to the date of redemption, either in whole or in part on any date on or after _____, 20__.**

Notice of redemption identifying the numbers of Series 2021A Bonds or portions thereof to be redeemed shall be given to the Registered Owners thereof by first class mail at least thirty (30) days and not more than sixty (60) days prior to the date fixed for redemption. Failure to mail or receive any such notice, or any defect therein or in the mailing thereof, shall not affect the validity of any proceedings for the redemption of Series 2021A Bonds. Any notice mailed as provided herein shall be conclusively presumed to have been given, irrespective of whether received. If such written notice of redemption is made and if due provision for payment of the redemption price is made, all as provided above, the Series 2021A Bonds which are to be redeemed thereby automatically shall be deemed to have been redeemed prior to their scheduled maturities, and they shall not bear interest after the date fixed for redemption, and they shall not be regarded as being outstanding except for the right of the owner to receive the redemption price out of the funds provided for such payment. If at the time of mailing of any notice of redemption, there shall not be on deposit with the Paying Agent sufficient moneys to redeem all of the Series 2021A Bonds called for redemption, such notice shall state that it is subject to the deposit of moneys with the Paying Agent not later than on the redemption date and shall be of no effect unless such moneys are deposited.]

The Series 2021A Bonds are registered as to both principal and interest. The Series 2021A Bonds are to be issued or reissued in the denomination of \$5,000 each, or integral multiples thereof up to the amount of a single maturity. This Series 2021A Bond may be transferred or exchanged by the Registered Owner hereof in person or by his attorney duly authorized in writing at the principal office of the Transfer Agent, but only in the manner, subject to the limitations in the Bond Resolution, and upon surrender and cancellation of this Series 2021A Bond. Upon such transfer or exchange, a new Bond or Bonds of like aggregate principal amount in authorized denominations of the same maturity will be issued. The City and the Paying Agent may deem and treat the Registered Owner 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 Agent shall be affected by any notice to the contrary. The Series 2021A Bonds are and will continue to be payable as to principal and interest out of and secured by an irrevocable pledge of the avails of a direct and continuing tax to be levied annually without limitation as to time, rate or amount upon all the taxable property within the geographical limits of the City; 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 2021A Bond Fund of the Series 2021A Bonds, or has made other provisions for funds, to be applied toward the payment of the principal of and interest on the Series 2021A Bonds due during the ensuing fiscal year of the City, in accordance with the provisions of the Bond Resolution. The City, when necessary, will levy annually a special tax upon all taxable property within the geographical limits of the City adequate and sufficient to provide for the payment of the principal of and the interest on the Series 2021A Bonds as the same falls due. This Series 2021A Bond shall not be valid or become obligatory for any purpose or be entitled to any benefit or security under the Bond Resolution until

the certificate of registration and authentication hereon shall have been signed by the Transfer Agent.

IT IS HEREBY CERTIFIED, RECITED AND REPRESENTED that all conditions, acts and things required by law to exist, to have happened and to have been performed precedent to and in the issuance of the Bonds, in order to make the same legal and binding General obligations of the City, according to the terms thereof, do exist, have happened and have been performed in regular and due time, form and manner as required by law. For the performance in apt time and manner of every official act herein required, and for the prompt payment of this Bond, both principal and interest, the full faith and credit of the City are hereby irrevocably pledged.

IN WITNESS WHEREOF, the City has caused this Series 2021A Bond to be executed in its name by the manual or facsimile signature of the Mayor of the City, countersigned by the manual or facsimile signature of the Clerk of the City, under the manual or facsimile seal of the City, which said manual or facsimile signatures and seal said officials adopt as and for their own proper signatures and seal, as of the ____ day of ____, 2021.

CITY OF JACKSON, MISSISSIPPI

BY: _____
Mayor
COUNTERSIGNED:

City Clerk

(Seal)

There shall be printed in the lower left portion of the face of the Series 2021A Bonds a registration and authentication certificate in substantially the following form:

CERTIFICATE OF REGISTRATION AND AUTHENTICATION

This Bond is one of the Bonds described in the within mentioned Bond Resolution and is one of the General Obligation Refunding Bonds, Series 2021A (Tax-Exempt), of the City of Jackson, Mississippi.

_____, MISSISSIPPI,
as Transfer Agent

BY: _____
Authorized Officer

Date of Registration and Authentication: _____

There shall be printed on the reverse of the Bonds a registration and validation certificate and an assignment form in substantially the following form:

REGISTRATION AND VALIDATION CERTIFICATE

STATE OF MISSISSIPPI COUNTY OF HINDS CITY OF JACKSON, the undersigned City Clerk of the City of Jackson, Mississippi, do hereby certify that the within Bond has been duly registered by me as an obligation of said City pursuant to law in a record kept in my office for that purpose, and has been validated and confirmed by Decree of the Chancery Court of Hinds County, Mississippi, rendered on the ____ day of ____, 2021.

City Clerk
(Seal)

ASSIGNMENT

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

(Name and Address of Assignee)

the within Bond and does hereby irrevocably constitute and appoint _____, _____, Mississippi, as Transfer Agent to transfer the said Bond on the records kept for registration thereof with full power of substitution in the premises.

NOTICE: The signature to this Assignment must correspond with the name of the Registered Owner as it appears upon the face of the within Bond in every particular manner, without any alteration whatever.

Signatures guaranteed:

NOTICE: Signature(s) must be guaranteed by an approved eligible guarantor institution, an institution that is a participant in a Securities Transfer Association recognized signature guarantee program.

(Authorized Officer)

Date of Assignment: _____

Insert Social Security Number or Other
Tax Identification Number of Assignee: _____

_____ statement of insurance

_____, has delivered its municipal bond insurance policy (the "**Policy**") with respect to the scheduled payments due of principal of and interest on the Series 2021A Bonds to ___, or its successor, as paying agent for the Bonds (the "**Paying Agent**"). Said Policy is on file and available for inspection at the principal office of the Paying Agent and a copy thereof may be obtained from _____ or the Paying Agent. All payments required to be made under the Policy shall be made in accordance with the provisions thereof. By its purchase of the Bonds, the owner acknowledges and consents (i) to the subrogation and all other rights of ___ as more fully set forth in the Policy and (ii) that upon the occurrence and continuance of a default or an event of default under the Resolution or the Series 2021A Bonds, ___ shall be deemed to be the sole owner of the Bonds for all purposes and shall be entitled to control and direct the enforcement of all rights and remedies granted to the owners of the Bonds or the trustee, paying agent, registrar or similar agent for the benefit of such owners under the Resolution, at law or in equity.

EXHIBIT B[SERIES 2021B BOND FORM]

UNLESS THIS SERIES 2021B BOND IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY TRUST COMPANY, A NEW YORK CORPORATION ("DTC"), TO THE TRANSFER AGENT FOR REGISTRATION OF TRANSFER, EXCHANGE, OR PAYMENT, AND ANY BOND IS REGISTERED IN THE NAME OF CEDE & CO. OR IN SUCH OTHER NAME AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC (AND ANY PAYMENT IS MADE TO CEDE & CO. OR TO SUCH OTHER ENTITY AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL INASMUCH AS THE REGISTERED OWNER HEREOF, CEDE & CO., HAS AN INTEREST HEREIN.

UNITED STATES OF AMERICA

STATE OF MISSISSIPPI

CITY OF JACKSON

TAXABLE GENERAL OBLIGATION REFUNDING BOND,

SERIES 2021B

NO. R-___ \$ _____ **Rate of Interest Maturity Date of Original Issue**[CUSIP]
_____% _____, 2021 _____

Registered Owner:

Principal Amount: _____ DOLLARS

The City of Jackson, State of Mississippi (the "City"), a body politic existing under the Constitution and laws of the State of Mississippi, acknowledges itself to owe and for value received, promises to pay in lawful money of the United States of America to the Registered Owner identified above, upon the presentation and surrender of this Bond, at the principal office of _____, or its successor, as paying agent (the "Paying Agent") for the Taxable General Obligation Refunding Bonds, Series 2021B, of the City (the "Series 2021B Bonds"), on the maturity date identified above, the principal amount identified above. Payment of the principal amount of this Bond shall be made to the Registered Owner hereof who shall appear in the registration records of the City maintained by _____, or its successor, as transfer agent for the Bonds (the "Transfer Agent"), as of the 15th day of the calendar month preceding the maturity date hereof. The City further promises to pay interest on such principal amount from the date of this Bond or from the most recent interest payment date to which interest has been paid at the rate of interest per annum set forth above, on March 1 and September 1 of each year (each an "Interest Payment Date"), commencing _____, until said principal sum is paid, to the Registered Owner hereof who shall appear in the registration records of the City maintained by the Transfer Agent as of the 15th day of the calendar month preceding the applicable Interest Payment Date. Payments of principal of and interest on this Bond shall be made by check or draft mailed on the Interest Payment Date to such Registered Owner at his address as it appears on such registration records. The Registered Owner hereof may change such address by written notice to the Transfer Agent by certified mail, return receipt requested, or such other method as may be subsequently prescribed by the Transfer Agent, such notice to be received by the Transfer Agent not later than the 15th day of the calendar month preceding the applicable principal or Interest Payment Date. This Series 2021B Bond is one of a series of Bonds of like date of original issue, tenor and effect, except as to denomination, number, rate of interest and date of maturity, issued in the aggregate authorized principal amount of not to exceed _____ Dollars (\$_____,000) to raise money for the purpose of prepaying and current refunding certain outstanding maturities of the City's _____, issued in the original principal amount of \$_____. This Series 2021B Bond is issued under the authority of the Constitution and statutes of the State of Mississippi, including Sections 31-15-1 *et seq.*, and Sections 31-27-1 *et seq.*, Mississippi Code of 1972, as amended, and by the further authority of proceedings duly had by the Mayor and City Council of the City, including resolution adopted December 22, 2020, (the "Bond Resolution"). [REMOVE IF NOT APPLICABLE: The Series 2021B Bonds maturing on and after _____, 20__, are subject to redemption prior to their stated dates of maturity at par, plus accrued interest to the date of redemption, either in whole or in part on any date on or after _____, 20__.

Notice of redemption identifying the numbers of Series 2021B Bonds or portions thereof to be redeemed shall be given to the Registered Owners thereof by first class mail at least thirty (30) days and not more than sixty (60) days prior to the date fixed for redemption. Failure to mail or receive any such notice, or any defect therein or in the mailing thereof, shall not affect the validity of any proceedings for the redemption of Series 2021B Bonds. Any notice mailed as provided herein shall be conclusively presumed to have been given, irrespective of whether received. If such written notice of redemption is made and if due provision for payment of the redemption price is made, all as provided above, the Series 2021B Bonds which are to be redeemed thereby automatically shall be deemed to have been redeemed prior to their scheduled maturities, and they shall not bear interest after the date fixed for redemption, and they shall not be regarded as being outstanding except for the right of the owner to receive the redemption price out of the funds provided for such payment. If at the time of mailing of any notice of redemption, there shall not be on deposit with the Paying Agent sufficient moneys to redeem all of the Series 2021B Bonds called for redemption, such notice shall state that it is subject to the deposit of moneys with the Paying Agent not later than on the redemption date and shall be of no effect unless such moneys are deposited.]

The Series 2021B Bonds are registered as to both principal and interest. The Series 2021B Bonds are to be issued or reissued in the denomination of \$5,000 each, or integral multiples thereof up to the amount of a single maturity. This Series 2021B Bond may be transferred or exchanged by the Registered Owner hereof in person or by his attorney duly authorized in writing at the principal office of the Transfer Agent, but only in the manner, subject to the limitations in the Bond Resolution, and upon surrender and cancellation of this Series 2021B Bond. Upon such transfer or exchange, a new Bond or Bonds of like aggregate principal amount in authorized denominations of the same maturity will be issued. The City and the Paying Agent may deem and treat the Registered Owner 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 Agent shall be affected by any notice to the contrary. The Series 2021B Bonds are and will continue to be payable as to principal and interest out of and secured by an irrevocable pledge of the avails of a direct and continuing tax to be levied annually without limitation as to time, rate or amount upon all the taxable property within the geographical limits of the City; 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 2021B Bond Fund of the Series 2021B Bonds, or has made other provisions for funds, to be applied toward the payment of the principal of and interest on the Series 2021B Bonds due during the ensuing fiscal year of the City, in accordance with the provisions of the Bond Resolution. The City, when necessary, will levy annually a special tax upon all taxable property within the geographical limits of the City adequate and sufficient to provide for the payment of the principal of and the interest on the Series 2021B Bonds as the same falls due. This Series 2021B Bond shall not be valid or become obligatory for any purpose or be entitled to any benefit or security under the Bond Resolution until the certificate of registration and authentication hereon shall have been signed by the Transfer Agent.

IT IS HEREBY CERTIFIED, RECITED AND REPRESENTED that all conditions, acts and things required by law to exist, to have happened and to have been performed precedent to and in the issuance of the Bonds, in order to make the same legal and binding General obligations of the City, according to the terms thereof, do exist, have happened and have been performed in regular and due time, form and manner as required by law. For the performance in apt time and manner of every official act herein required, and for the prompt payment of this Bond, both principal and interest, the full faith and credit of the City are hereby irrevocably pledged.

IN WITNESS WHEREOF, the City has caused this Series 2021B Bond to be executed in its name by the manual or facsimile signature of the Mayor of the City, countersigned by the manual or facsimile signature of the Clerk of the City, under the manual or facsimile seal of the City, which said manual or facsimile signatures and seal said officials adopt as and for their own proper signatures and seal, as of the ____ day of ____, 2021.

CITY OF JACKSON, MISSISSIPPI

BY: _____

Mayor

COUNTERSIGNED:

City Clerk

(Seal)

There shall be printed in the lower left portion of the face of the Series 2021B Bonds a registration and authentication certificate in substantially the following form:

CERTIFICATE OF REGISTRATION AND AUTHENTICATION

This Bond is one of the Bonds described in the within mentioned Bond Resolution and is one of the Taxable General Obligation Refunding Bonds, Series 2021B, of the City of Jackson, Mississippi.

_____, MISSISSIPPI,

as Transfer Agent

BY: _____

Authorized Officer

Date of Registration and Authentication: _____

There shall be printed on the reverse of the Bonds a registration and validation certificate and an assignment form in substantially the following form:

REGISTRATION AND VALIDATION CERTIFICATE

STATE OF MISSISSIPPICOUNTY OF HINDSCITY OF JACKSONI, the undersigned City Clerk of the City of Jackson, Mississippi, do hereby certify that the within Bond has been duly

registered by me as an obligation of said City pursuant to law in a record kept in my office for that purpose, and has been validated and confirmed by Decree of the Chancery Court of Hinds County, Mississippi, rendered on the ____ day of ____, 2021.

City Clerk
(Seal)

ASSIGNMENT

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

(Name and Address of Assignee)

the within Bond and does hereby irrevocably constitute and appoint _____, _____, Mississippi, as Transfer Agent to transfer the said Bond on the records kept for registration thereof with full power of substitution in the premises.

NOTICE: The signature to this Assignment must correspond with the name of the Registered Owner as it appears upon the face of the within Bond in every particular manner, without any alteration whatever.

Signatures guaranteed:

NOTICE: Signature(s) must be guaranteed by an approved eligible guarantor institution, an institution that is a participant in a Securities Transfer Association recognized signature guarantee program.

(Authorized Officer)

Date of Assignment: _____

Insert Social Security Number or Other
Tax Identification Number of Assignee: _____
statement of insurance

_____, has delivered its municipal bond insurance policy (the "**Policy**") with respect to the scheduled payments due of principal of and interest on this Bond to _____, or its successor, as paying agent for the Bonds (the "**Paying Agent**"). Said Policy is on file and available for inspection at the principal office of the Paying Agent and a copy thereof may be obtained from _____ or the Paying Agent. All payments required to be made under the Policy shall be made in accordance with the provisions thereof. By its purchase of these Bonds, the owner acknowledges and consents (i) to the subrogation and all other rights of _____ as more fully set forth in the Policy and (ii) that upon the occurrence and continuance of a default or an event of default under the Resolution or this Bond, _____ shall be deemed to be the sole owner of the Bonds for all purposes and shall be entitled to control and direct the enforcement of all rights and remedies granted to the owners of the Bonds or the trustee, paying agent, registrar or similar agent for the benefit of such owners under the Resolution, at law or in equity.

EXHIBIT C
FORM OF PRELIMINARY OFFICIAL STATEMENT

PRELIMINARY OFFICIAL STATEMENT
DATED _____, 2021

TWO NEW ISSUES/BOOK-ENTRY ONLY

RATING: N/A ("Notable")
(See "RATINGS" herein)

In the opinion of Butler Snow LLP, Ridgeland, Mississippi, ("Bond Counsel"), under existing laws, regulations, rulings and judicial decisions, and assuming the accuracy of certain representations and continuing compliance with certain covenants of the City, as defined and described herein, interest on the Series 2021A Bonds (as defined herein) is excludable from gross income for federal income tax purposes pursuant to Section 103 of the Code (as defined herein) and interest on the Series 2021B Bonds is excludable from federal alternative minimum taxable income. Interest on the Series 2021B Bonds (as defined herein) should be treated as taxable in gross income of the holder thereof for federal income tax purposes. In the opinion of Bond Counsel under existing laws, regulations, rulings and judicial decisions, interest on the Bonds (as defined herein) is exempt from off-income taxation in the State of Mississippi. See "TAX MATTERS" herein and APPENDIX C - FORM OF THE OPINION OF BOND COUNSEL attached herein.

CITY OF JACKSON, MISSISSIPPI

\$24,000,000*

GENERAL OBLIGATION REFUNDING BONDS,
TAX-EXEMPT SERIES 2021A

GENERAL OBLIGATION REFUNDING BONDS,
TAXABLE SERIES 2021B

Dated: Date of Delivery

Date: March 1, as shown on
inside front cover

The not to exceed \$24,000,000* City of Jackson, Mississippi General Obligation Refunding Bonds, Tax-Exempt Series 2021A (the "Series 2021A Bonds") and General Obligation Refunding Bonds Taxable Series 2021B (the "Series 2021B Bonds"), and together with the Series 2021A Bonds, the "Bonds" will be issued as shown on inside of front cover as fully registered bonds in denominations of \$5,000 or integral multiples thereof, registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York ("DTC"). DTC will act as securities depository for the Bonds. Purchases may be made only in book-entry form through the DTC Participants and no physical delivery of the Bonds will be made to Beneficial Owners, except as described herein. The principal of, premium, if any, and interest on the Bonds will be made to Cede & Co., as long as Cede & Co. is the Registered Owner (as defined herein). Disbursement of such payments to the Beneficial Owners is the responsibility of the DTC Participants, as described herein. Interest on the Bonds is payable on September 1, 2021, and semiannually thereafter March 1 and September 1 of each year, to the Registered Owners of record as of the applicable Record Date (as defined herein), which payments shall, as long as the book-entry only system described herein is in place, be made to Cede & Co.

The Bonds are not subject to redemption. The Bonds are issued for the purpose of providing for the payment of the principal amount of the Refunded Bonds (as defined herein), redemption premiums (if any), interest accrued or to accrue to the date of redemption of the Refunded Bonds, and the related costs of the issuance, sale and delivery of the Bonds and of the refunding of the Refunded Bonds. The Bonds will be issued under and in conformity with the Constitution and laws of the State of Mississippi and pursuant to the Bond Resolution adopted by the City Council of the City on December 22, 2020. The Bonds are secured by the Full Faith and Credit of the City and the avails of a direct, continuing special tax levied on all taxable property within the City.

The Bonds are offered subject to the approving opinion of Butler Snow LLP, Ridgeland, Mississippi, Bond Counsel. Certain legislation in connection with the Bonds will be passed upon for the City by the City Attorney and by its counsel, Dery A. Mallett PLLC, Jackson, Mississippi. Dentons, New Orleans, Louisiana, has served as Counsel to the Underwriter identified below in connection with the Bonds. FFM Financial Advisors LLC, Memphis, Tennessee, has served as the independent registered municipal advisors to the City in connection with the sale and issuance of the Bonds. It is expected that the Bonds will be available for delivery in entry-only form delivered to DTC on or about __, 2021, against payment therefor.

Siebert Williams Shank & Co., LLC

Dated: _____, 2021

*Preliminary, subject to change



This Preliminary Official Statement and certain of the information contained herein is not to be used for any purpose other than the offering of the Bonds. It is not to be used for any other purpose, including for the purpose of making any investment decision, without the prior written consent of the City. The City disclaims any liability for any loss or damage resulting from the use of this Preliminary Official Statement for any purpose other than the offering of the Bonds. The City disclaims any liability for any loss or damage resulting from the use of this Preliminary Official Statement for any purpose other than the offering of the Bonds. The City disclaims any liability for any loss or damage resulting from the use of this Preliminary Official Statement for any purpose other than the offering of the Bonds.

EXHIBIT D

FORM OF BOND PURCHASE AGREEMENT

BOND PURCHASE AGREEMENT

CITY OF JACKSON, MISSISSIPPI
GENERAL OBLIGATION REFUNDING BONDS, SERIES 2021

\$ _____
TAX-EXEMPT SERIES 2021A

\$ _____
TAXABLE SERIES 2021B

Dated: _____, 2021

Mayor and City Council
City of Jackson, Mississippi

Ladies and Gentlemen:

The undersigned, Sibert Williams Shank & Co., New York, New York (the "Underwriter"), acting on its own behalf and not as agent or fiduciary for you, hereby offers to enter into this Bond Purchase Agreement (this "Bond Purchase Agreement") with the City of Jackson, Mississippi (the "City" or "Issuer"), which, upon your acceptance of this offer, will be binding upon you and upon us.

This offer is made subject to your acceptance of this Bond Purchase Agreement on or before 5:00 o'clock p.m., Central Standard Time on this date.

1. BACKGROUND

Upon the terms and conditions and upon the basis of the respective representations, warranties and covenants set forth herein, the Underwriter hereby agrees to purchase from the Issuer, and the Issuer hereby agrees to sell to the Underwriter, all (but not less than all) of the above-captioned \$ _____ Jackson, Mississippi General Obligation Refunding Bonds, Tax-Exempt Series 2021A (the "Series 2021A Bonds") and \$ _____ Jackson, Mississippi General Obligation Refunding Bonds, Taxable Series 2021B (the "Series 2021B Bonds," and together with the Series 2021A Bonds, the "Series 2021 Bonds"), pursuant to a resolution adopted by the Mayor and City Council of the Issuer (the "Governing Body") on December 22, 2020 (the "Series 2021 Bond Resolution") authorizing and approving the issuance and sale of the Series 2021 Bonds. The purchase price of each maturity of the Series 2021 Bonds is set forth in Exhibit A hereto. Such purchase prices shall be paid at the Closing (hereinafter defined) in accordance with paragraph 6 hereof. The Series 2021 Bonds are issued pursuant to Sections 31-15-1 et seq., and 31-27-1 et seq., Mississippi Code of 1972, as amended (together, the "Act").

2. PUBLIC OFFERING

In connection with the purchase, sale and delivery of the Series 2021 Bonds, the Underwriter represents and warrants to the Issuer the following:

- (i) the Series 2021 Bonds will be sold through a bona fide public offering;



EXHIBIT E

FORM OF ESCROW AGREEMENT

ESCROW AGREEMENT

By and among

THE MISSISSIPPI DEVELOPMENT BANK,

THE CITY OF JACKSON, MISSISSIPPI,

AND

_____ **BANK**
As Escrow Agent

Dated _____, 2021

FOR:

CITY OF JACKSON, MISSISSIPPI

\$20,000,000
MISSISSIPPI DEVELOPMENT BANK
SPECIAL OBLIGATION REFUNDING BONDS, SERIES 2003
(JACKSON, MISSISSIPPI GENERAL OBLIGATION BOND PROJECT)
(original aggregate principal amount)

Dated: _____, 2021



EXHIBIT F

FORM OF PAYING AGENT AGREEMENT

CITY OF JACKSON, MISSISSIPPI
GENERAL OBLIGATION REFUNDING BONDS
SERIES 2021

REGISTRATION AND PAYING AGENT AGREEMENT

This Registration and Paying Agent Agreement (this "**Agreement**"), is entered into as of _____, 2021 by and between the City of Jackson, Mississippi (the "**Issuer**"), and _____, as registration and paying agent (the "**Paying Agent**"). Terms used but not defined herein shall have such meaning as ascribed to them in the Bond Resolution (hereinafter defined).

WHEREAS the Issuer has duly authorized and provided for the issuance of the above referenced bonds (the "**Bonds**") pursuant to a Bond Resolution adopted by the Issuer on December 22, 2020 (the "**Bond Resolution**");

WHEREAS the Issuer will ensure that all things necessary to make the Bonds the valid obligations of the Issuer will be done upon the issuance and delivery thereof;

WHEREAS the Issuer wishes to appoint a registration and paying agent for the purpose of paying the principal and interest on the Bonds, in accordance with the terms of the Bonds; and

WHEREAS the Paying Agent agrees to serve in such capacities for and on behalf of the Issuer;

NOW, THEREFORE, it is mutually agreed as follows:

1. The Issuer hereby appoints _____ as Paying Agent with respect to the Bonds, which appointment is accepted by the Paying Agent.
2. Provided that sufficient funds have been provided to the Paying Agent for such purpose by or on behalf of the Issuer, the Paying Agent shall, on behalf of the Issuer, pay to the owners or holders of the Bonds the principal of and interest on each Bond in accordance with the terms of the Bonds and any corresponding bond resolutions. Payment to owners or holders on applicable payment dates is conditioned upon the Issuer depositing with the Paying Agent funds sufficient to pay principal or interest: if by check, not less than three days prior to the Bonds' applicable payment or maturity date; or if by federal funds wire to the Paying Agent, by not later than 10:30 a.m. Eastern time on the Bonds' applicable payment or maturity date.
3. Payment to the owners or holders of the Bonds on the applicable payment or maturity dates and transfer of ownership of the Bonds as set forth in the respective resolution authorizing the Bonds are the sole duties accepted by the Paying Agent under this Agreement.
4. The Paying Agent may conclusively rely as to the truth of the statements and corrections of the opinions expressed in certificates or opinions furnished to the Paying Agent by the Issuer. The Paying Agent shall not be liable for any error of judgment made in good faith. The Paying Agent shall not be liable for any act or omission unless such is due to the Paying Agent's negligence or willful misconduct. No provision of this Agreement shall require the Paying Agent



EXHIBIT G

FORM OF TENDER OFFER AGREEMENT

OFFER TO PURCHASE

Offer to purchase for cash
all or some of the outstanding principal amount of

\$12,384,000
City of Jackson, Mississippi
General Obligation Refunding Bonds
Series 2016A
August 30, 2016

Offer Price: \$_____ per \$_____ principal amount

UNLESS EARLIER TERMINATED, THIS OFFER
WILL EXPIRE AT 5:00 P.M., NEW YORK CITY TIME, ON
MARCH 1, 2021 (SUCH TIME AND DATE, THE "EXPIRATION TIME")

_____ (the "____"), is offering to purchase all or some of the outstanding principal amount of the above-referenced General Obligation Refunding Bonds, Series 2016A (the "Bonds") issued by the City of Jackson, Mississippi (the "City" or "Issuer"). The Bonds were issued pursuant to Section 37-27-1 et seq., Mississippi Code of 1972, as amended and supplemented from time to time, and a resolution of the City Council of the City (the "Council") adopted on August 9, 2016 (the "Resolution") for purpose of providing moneys necessary for the advance refunding and defeasance of certain outstanding maturities of the \$26,210,000 (original principal amount) Mississippi Development Bank Special Obligation Bonds, Series 2009 (City of Jackson, Mississippi General Obligation Street Resurfacing Project) and a corresponding portion of the \$26,210,000 (original principal amount) City of Jackson, Mississippi General Obligation Street Resurfacing Bond, Series 2009. The Bonds were purchased by Capital One Public Funding, LLC ("COPF" or "Bond Owner" or "Owner of the Bonds") pursuant to a Commitment Letter (the "Commitment Letter") dated August 30, 2016 by and between the City and COPF at a fixed rate of 2.125%. The Bonds were sold to the COPF for the loan account of COPF and have not been resold or assigned. The maturities and principal amounts of the Bonds are shown above. This Offer to Purchase (this "Tender Offer") is further described and subject to the conditions set forth in this Tender Offer and the accompanying materials.

_____ desires to purchase all or some of the Bonds for cash consideration, but is not obligated to purchase any Bonds. _____ has the right to terminate or amend the terms of this Tender Offer.

The City nor its counsel do not make any recommendation to any owner of Bonds as to whether to offer or refrain from offering any Bonds.

To make an informed decision as to whether, and how, to offer Bonds, the Owner of the Bonds should read this Tender Offer carefully and consult their account executive or other financial advisor.

Unless earlier terminated, this Tender Offer will expire at 5:00 p.m., New York City time, on _____, 2021 (such time and date, the "Expiration Time"). The Owner of the Bonds wishing to accept this Tender Offer must do so at or prior to the Expiration Time and in accordance with the procedures described herein. Bonds accepted for purchase will be purchased on _____, 2021.

CAPITAL ONE PUBLIC FUNDING, LLC

Dated: _____, 2021



Council Member Lindsay moved adoption; Council Member Tillman seconded.

President Banks recognized Stephen Edds, representative of Butler Snow, who provided a brief overview on said item.

President Banks recognized Stephen Edds, representative of Butler Snow, who recommended an amendment to change Section 15 entire paragraph.

Council Member Lindsay moved and Council Member Tillman seconded, to amend said order to change Section 15. The motion prevailed by the following vote:

Yeas – Banks, Foote, Lee, Lindsay, Stamps and Tillman.

Nays – None.

Absent – Stokes.

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

RESOLUTION AUTHORIZING AND DIRECTING THE ISSUANCE OF NOT TO EXCEED \$24,000,000 CITY OF JACKSON, MISSISSIPPI GENERAL OBLIGATION REFUNDING BONDS, TAX-EXEMPT SERIES 2021A, AND TAXABLE SERIES 2021B, FOR THE PURPOSE OF PROVIDING FUNDS TO BE USED TO REFINANCE CERTAIN OUTSTANDING INDEBTEDNESS OF THE CITY, AS DESCRIBED IN THIS RESOLUTION; DIRECTING THE PREPARATION, EXECUTION AND DELIVERY OF SAID BONDS; PROVIDING CERTAIN COVENANTS OF THE CITY IN CONNECTION THEREWITH; AUTHORIZING THE NEGOTIATED SALE OF SAID BONDS AND APPROVING THE FORM, EXECUTION AND DELIVERY OF OFFERING DOCUMENTS AND RELATED FINANCING DOCUMENTS IN CONNECTION WITH SAID BONDS; AND FOR RELATED PURPOSES.

WHEREAS, the Mayor and City Council (the "**Governing Body**") of the City of Jackson, Mississippi (the "**City**"), acting for and on behalf of the City, hereby finds, determines, adjudicates and declares as follows:

13. (a) In addition to any words and terms elsewhere defined herein, the following words and terms shall have the following meanings, unless some other meaning is plainly intended:

"Act" shall mean the Refinancing Act together with the Restructuring Act.

"Act of Bankruptcy" shall mean the filing of a petition in bankruptcy or insolvency by or against the City under any applicable bankruptcy, insolvency, reorganization or similar law, now or hereafter in effect.

"Agent" shall mean any Paying Agent or Transfer Agent, whether serving in either or both capacities, and herein designated by the Governing Body.

"Authorized Officer" means the Mayor of the City, the Clerk of the City and any other officer designated from time to time as an Authorized Officer by resolution of the City, and when used with reference to any act or document also means any other Person authorized by resolution of the City to perform such act or sign such document.

"Bank" shall mean the Mississippi Development Bank.

"Beneficial Owner" shall mean, whenever used with respect to a Series 2021 Bond, the person in whose name such Series 2021 Bond is recorded as the Beneficial Owner of such Series 2021 Bond by a DTC participant on the records of such DTC participant, or such person's subrogee.

"Bond Counsel" shall mean Butler Snow LLP, Ridgeland, Mississippi.

"Bond Purchase Agreement" shall mean the Bond Purchase Agreement, by and between the City and the Underwriter, dated the date of sale of the Series 2021 Bonds.

"Bond Insurance Policy" shall mean the financial guaranty insurance policy issued by the Bond Insurer guaranteeing the scheduled payment of principal of and interest on the Series 2021 Bonds when due.

"Bond Insurer" or "Insurer" shall mean the issuer of the Bond Insurance Policy, or any successor thereto or assignee thereof.

"Bond Resolution" shall mean this resolution, as may be amended from time to time, adopted by this Governing Body on December 22, 2020.

"Bondholder" or "Bondholders" or "Holder" or "Holders" or any similar term shall mean the registered owner of any Series 2021 Bond.

"Book-Entry System" means a book-entry system established and operated for the recordation of Beneficial Owners of the Series 2021 Bonds as described in Section 2 herein.

"City" shall mean the City of Jackson, Mississippi.

"Clerk" shall mean the City Clerk of the City.

"County" shall mean Hinds County, Mississippi.

"Direct Participant" means a broker-dealer, bank or other financial institution for which the Securities Depository holds Series 2021 Bonds as a securities depository.

"DTC" means The Depository Trust Company.

"DTC participants" shall mean any participant for whom DTC is a Security Depository Nominee.

"Escrow Agent" shall mean any bank, trust company, or other institution hereafter designated by the Mayor of the Governing Body, in its capacity as escrow agent under the Escrow Agreement.

"Escrow Agreement" shall mean that Escrow Agreement, if applicable, dated the date of delivery of the Series 2021 Bonds, by and among the City, the Bank and the Escrow Agent, providing for the advance refunding and defeasance of the 2003 Refunded Bonds.

"Escrow Fund" shall mean the escrow fund established in the Escrow Agreement to effectuate the advance refunding and defeasance of the Refunded 2003 Bonds, funded with a portion of the proceeds of the Series 2021B Bonds.

"Governing Body" shall mean the Mayor and City Council of the City.

"Indirect Participant" shall mean a broker-dealer, bank or other financial institution for which the Securities Depository holds Series 2021 Bonds as a securities depository through a Direct Participant.

"Interest Payment Date" shall mean March 1 and September 1 of each year, commencing September 1, 2021, unless otherwise specified in the Bond Purchase Agreement.

"Letter of Representations" shall mean the DTC Blanket Issuer Letter of Representations of the City.

"Mayor" shall mean the Mayor of the City.

"Municipal Advisor" shall mean PFM Financial Advisors LLC, Memphis, Tennessee.

"Paying Agent" shall mean any bank, trust company, or other institution hereafter designated by the Mayor of the Governing Body for the payment of the principal of and interest on the Series 2021 Bonds.

"Paying Agent Agreement" shall mean that Paying Agent Agreement dated the date of delivery of the Series 2021 Bonds between the City and the Paying Agent providing for payment of the principal of and interest on the Series 2021 Bonds.

"Person" shall mean an individual, partnership, corporation, trust or unincorporated organization and a government or agency or political subdivision thereof.

"Project" shall mean the Refunding Project and paying the costs of issuance of the Series 2021 Bonds.

"Record Date" shall mean, as to interest payments, the 15th day of the month preceding the dates set for payment of interest on the Series 2021 Bonds and, as to payments of principal, the 15th day of the month preceding the maturity date thereof or the date set for redemption.

"Record Date Registered Owner" shall mean the Registered Owner as of the Record Date.

"Refinancing Act" shall mean Sections 31-27-1 *et seq.*, Mississippi Code of 1972, as amended and/or supplemented from time to time.

"Refunded Bonds" shall mean together, the Refunded 2003 Bonds, the Refunded 2010A Bonds and the Refunded 2016A Bonds.

"Refunded 2003 Bonds" shall mean the 2003 Bonds maturing on March 1 in the years 2021 through 2023 or any of the 2003 Bonds outstanding designated by the Mayor.

"Refunded 2003 City Bond" shall mean the 2003 City Bond maturing on March 1 in the years 2021 through 2023, both inclusive.

"Refunded 2010A Bonds" shall mean the 2010A Bonds maturing on March 1 in the years 2021 through 2024, both inclusive or any of the 2010A Bonds outstanding designated by the Mayor.

"Refunded 2010A City Bond" shall mean the 2010A City Bond maturing on March 1 in the years 2021 through 2024, both inclusive.

"Refunded 2016A Bonds" shall mean the outstanding 2016A Bonds maturing January 1, 2024 or any portions thereof designated by the Mayor.

"Refunding Project" shall mean using a portion of the proceeds of the Series 2021 Bonds to provide funds to the City to finance the refunding of the Refunded Bonds, including any accrued interest and principal coming due prior to redemption and the redemption price of the Refunded Bonds.

"Registered Owner" shall mean the Person whose name shall appear in the registration records of the City maintained by the Transfer Agent.

"Restructuring Act" shall mean Sections 31-15-1 *et seq.*, Mississippi Code of 1972, as amended and/or supplemented from time to time.

"Securities Depository" means The Depository Trust Company and any substitute for or successor to such securities depository that shall maintain a Book-Entry System with respect to the Series 2021 Bonds.

"Securities Depository Nominee" means the Securities Depository or the nominee of such Securities Depository in whose name there shall be registered on the registration records the Series 2021 Bonds to be delivered to such Securities Depository during the continuation with such Securities Depository of participation in its Book-Entry System.

"Series 2021 Bonds" shall mean together the Series 2021A Bonds and the Series 2021B Bonds.

"Series 2021A Bonds" shall mean the not to exceed \$19,000,000 General Obligation Refunding Bonds, Series 2021A (Tax Exempt) of the City authorized and directed to be issued in this Bond Resolution.

"Series 2021B Bonds" shall mean the not to exceed \$5,000,000 Taxable General Obligation Refunding Bonds, Series 2021B of the City authorized and directed to be issued in this Bond Resolution.

"Transfer Agent" shall mean any bank, trust company or other institution hereafter designated by the Governing Body for the registration of owners of the Series 2021 Bonds and for the performance of such other duties as may be herein or hereafter specified by the Mayor.

"2003 Bonds" shall mean, together the 2003 City Bond, and the \$20,000,000 (original principal amount) Mississippi Development Bank Special Obligation Bonds, Series 2003 (Jackson, Mississippi General Obligation Bond Project), dated January 15, 2003.

"2003 City Bond" shall mean the City's \$20,000,000 (original principal amount) General Obligation Bond, Series 2003 (Jackson, Mississippi General Obligation Bond Project), issued under the 2003 City Bond Resolution.

"2003 City Bond Resolution" shall that certain Bond Resolution, adopted by the Governing Bond on January 14, 2003, including any amendment and supplements thereto.

"2003 Indenture" shall mean an Indenture of Trust, dated as of January 1, 2003 by and between the Bank and the 2003 Trustee, including any amendment and supplements thereto.

"2003 Paying Agent" shall mean The Peoples Bank, Biloxi, Mississippi acting as paying agent under the 2003 City Bond Resolution or any of its assigns or successors.

"2003 Trustee" shall mean The Peoples Bank, Biloxi, Mississippi as trustee, under the 2003 Indenture.

"2010A Bonds" shall mean together the 2010A City Bond and the \$16,330,000 (original principal amount) Mississippi Development Bank Special Obligation Bonds, Series 2010A (Jackson, Mississippi General Obligation Bond Project), dated September 22, 2010.

"2010A City Bond" shall mean the City's \$16,330,000 (original principal amount) General Obligation Bond, Series 2010A (Jackson, Mississippi General Obligation Bond Project), issued under the 2010A City Bond Resolution.

"2010A City Bond Resolution" shall mean that certain Bond Resolution, adopted by the Governing Body on August 10, 2010, including any amendment and supplements thereto.

"2010A Indenture" shall mean an Indenture of Trust, dated as of September 1, 2010 by and between the Bank and the 2010A Trustee, including any amendment and supplements thereto.

"2010A Paying Agent" shall mean U.S. Bank National Association, as successor in interest to Deutsche Bank National Trust Company, acting as paying agent under the 2010A City Bond Resolution.

"2010A Trustee" shall mean U.S. Bank National Association, as successor in interest to Deutsche Bank National Trust Company, as trustee, under the 2010A Indenture.

"2016A Bonds" shall mean the \$12,384,000 (original principal amount) City of Jackson, Mississippi General Obligation Refunding Bonds, Series 2016A, dated August 30, 2016 issued under the 2016A Bond Resolution.

"2016A Bondholder" shall mean Capital One Public Funding, LLC the purchaser and holder of the 2016A Bonds.

"2016A Bond Resolution" shall that certain Bond Resolution, adopted by the Governing Body on August 9, 2016, including any amendment and supplements thereto.

"2016A Bonds Paying Agent" shall mean U.S. Bank National Association acting as paying agent under the 2016A Bond Resolution.

"2021A Bond Fund" shall mean the City of Jackson, Mississippi General Obligation Refunding Bonds, Series 2021A Bond Fund provided for in Section 13 hereof.

"2021A Costs of Issuance Fund" shall mean the City of Jackson, Mississippi General Obligation Refunding Bonds, Series 2021A Costs of Issuance Fund provided for in Section 14 hereof.

"2021B Bond Fund" shall mean the City of Jackson, Mississippi General Obligation Refunding Bonds, Series 2021B Bond Fund provided for in Section 13 hereof.

"2021B Costs of Issuance Fund" shall mean the City of Jackson, Mississippi General Obligation Refunding Bonds, Series 2021B Costs of Issuance Fund provided for in Section 14 hereof.

"Underwriter" shall mean Siebert Williams Shank & Co., LLC.

(b) Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders. Unless the context shall otherwise indicate, words and terms herein defined shall be equally applicable to the plural as well as the singular form of any of such words and terms.

14. The City is authorized under the provisions of the Act to issue its Series 2021 Bonds to fund the Project. It is advisable and in the public interest to issue the Series 2021 Bonds for the purpose stated herein.
15. The estimated cost of the Project is not to exceed Twenty-Four Million Dollars (\$24,000,000).
16. The Governing Body recognizes that the current low interest rate environment provides an opportunity to refund the Refunded Bonds, and the Governing Body further realizes that the Governing Body must move expeditiously to accomplish the greatest savings possible by the issuance of the Series 2021 Bonds.
17. In that the bond market is volatile, the Governing Body needs to authorize the negotiated sale of the Series 2021 Bonds to the Underwriter, subject to the satisfaction of the conditions as hereinafter set forth in Section 25 and authorizes the Mayor and Clerk to execute the Bond Purchase Agreement, prior to a scheduled meeting of the Governing Body in order to maximize the savings to the City regarding the issuance of the Series 2021 Bonds.
18. The City recognizes that in order to prepare the necessary offering documents it is in the best interest of the City to authorize Bond Counsel to prepare and distribute all necessary documents and to do all things required in order to negotiate the sale of the Series 2021 Bonds to the Underwriter and effectuate the issuance of such Series 2021 Bonds.
19. It is necessary to approve the execution of the Preliminary Official Statement, to be dated the date of distribution thereof (the "**Preliminary Official Statement**") for the sale of the Series 2021 Bonds and the distribution thereof to prospective purchasers of the Series 2021 Bonds.
20. It is necessary to approve the form of and execution of the Bond Purchase Agreement with regard to the sale of the Series 2021 Bonds.
21. It is necessary to approve the form of, execution and distribution of an Official Statement, to be dated the date of execution of the Bond Purchase Agreement (the "**Official Statement**") for the Series 2021 Bonds.
22. It is necessary to approve the Escrow Agent and the form and execution of the Escrow Agreement for the Refunded 2003 Bonds and to authorize the Mayor or Clerk to provide a written notification to the Refunded 2010A Bonds Paying Agent of the current refunding of the 2010A Refunded Bonds and to the Refunded 2016A Bonds Paying Agent of the tender and current refunding of the 2016A Bonds.
23. It is necessary to authorize the Mayor to execute an agreement with the 2016A Bondholder (the "**Tender Offer Agreement**") to effect the early redemption or tender of the 2016A Bonds.
24. It has now become necessary to make provision for the preparation, execution and issuance of said Series 2021 Bonds.

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

SECTION 1. In consideration of the purchase and acceptance of any and all of the Series 2021 Bonds by those who shall hold the same from time to time, this Bond Resolution shall constitute a contract between the City and the Registered Owners from time to time of the Series 2021 Bonds. The pledge made herein and the covenants and agreements herein set forth to be performed on behalf of the City for the benefit of the Registered Owners shall be for the equal benefit, protection and security of the Registered Owners of any and all of the Series 2021 Bonds, all of which, regardless of the time or times of their authentication and delivery or maturity, shall be of equal rank without preference, priority or distinction.

SECTION 2. (a) The Series 2021 Bonds shall initially be issued pursuant to a Book-Entry System administered by the Securities Depository with no physical distribution of bond certificates to be made except as provided in this Section 2. Any provision of this Bond Resolution or the Series 2021 Bonds requiring physical delivery of the Series 2021 Bonds shall, with respect to any Series 2021 Bonds held under the Book-Entry System, be deemed to be satisfied by a notation on the Registration Records maintained by the Paying Agent that such Series 2021 Bonds are subject to the Book-Entry System.

(b) So long as a Book-Entry System is being used, one Bond for each maturity of the Series 2021 Bonds and registered in the name of the Securities Depository, the Securities Depository Nominee and the Participants and Indirect Participants will evidence beneficial ownership of the Series 2021 Bonds in authorized denominations, with transfers of ownership effected on the records of the Securities Depository, the Participants and the Indirect Participants pursuant to rules and procedures established by the Securities Depository, the Participants and the Indirect Participants. The principal of and any premium on each Bond shall be payable to the Securities Depository Nominee or any other person appearing on the Registration Records as the Registered Holder of such Series 2021 Bond or its registered assigns or legal representative at the principal office of the Paying Agent. So long as the Book-Entry System is in effect, the Securities Depository will be recognized as the Holder of the Series 2021 Bonds for all purposes. Transfer of principal, interest and any premium payments or notices to Participants and Indirect Participants will be the responsibility of the Securities Depository and transfer of principal, interest and any premium payments or notices to Beneficial Owners will be the responsibility of the Participants and Indirect Participants. No other party will be responsible or liable for such transfers of payments or notices or for maintaining, supervising or reviewing such records maintained by the Securities Depository, the Participants or the Indirect Participants. While the Securities Depository Nominee or the Securities Depository, as the case may be, is the registered owner of the Series 2021 Bonds, notwithstanding any other provisions set forth herein, payments of principal of, redemption premium, if any, and interest on the Series 2021 Bonds shall be made to the Securities Depository Nominee or the Securities Depository, as the case may be, by wire transfer in immediately available funds to the account of such Holder, without notice to or the consent of the Beneficial Owners, the Paying Agent, with the consent of the City, and the Securities Depository may agree in writing to make payments of principal and interest in a manner different from that set out herein. In such event, the Paying Agent shall make payments with respect to the Series 2021 Bonds in such manner as if set forth herein.

(c) The City may at any time elect (i) to provide for the replacement of any Securities Depository as the depository for the Series 2021 Bonds with another qualified Securities Depository, or (ii) to discontinue the maintenance of the Series 2021 Bonds under a Book-Entry System. In such event, and upon being notified by the City of such election, the Paying Agent shall give 30 days' prior notice of such election to the Securities Depository (or such fewer number of days as shall be acceptable to such Securities Depository).

(d) Upon the discontinuance of the maintenance of the Series 2021 Bonds under a Book-Entry System, the City will cause Series 2021 Bonds to be issued directly to the Beneficial Owners of Series 2021 Bonds, or their designees, as further described below. In such event, the Paying Agent shall make provisions to notify Participants and the Beneficial Owners of the Series 2021 Bonds, by mailing an appropriate notice to the Securities Depository, or by other means deemed appropriate by the Paying Agent in its discretion, that Series 2021 Bonds will be directly issued to the Beneficial Owners of Series 2021 Bonds as of a date set forth in such notice, which shall be a date at least 10 days after the date of mailing of such notice (or such fewer number of days as shall be acceptable to the Securities Depository).

(e) In the event that Series 2021 Bonds are to be issued to the Beneficial Owners of the Series 2021 Bonds, or their designees, the City shall promptly have prepared Series 2021 Bonds

in certificated form registered in the names of the Beneficial Owners of Series 2021 Bonds shown on the records of the Participants provided to the Paying Agent, as of the date set forth in the notice described above. Series 2021 Bonds issued to the Beneficial Owners, or their designees, shall be in fully registered form substantially in the form set forth in Section 8 hereof.

(f) If any Securities Depository is replaced as the depository for the Series 2021 Bonds with another qualified Securities Depository, the City will issue to the replacement Securities Depository Series 2021 Bonds substantially in the form set forth herein, registered in the name of such replacement Securities Depository.

(g) Each Securities Depository and the Participants, the Indirect Participants and the Beneficial Owners of the Series 2021 Bonds, by their acceptance of the Series 2021 Bonds, agree that the City and the Paying Agent shall have no liability for the failure of any Securities Depository to perform its obligation to any Participant, Indirect Participant or other nominee of any Beneficial Owner of any Series 2021 Bonds to perform any obligation that such Participant, Indirect Participant or other nominee may incur to any Beneficial Owner of the Series 2021 Bonds.

(h) Notwithstanding any other provision of this Bond Resolution, on or prior to the date of issuance of the Series 2021 Bonds, the Paying Agent shall have executed and delivered to the initial Securities Depository a Letter of Representations governing various matters relating to the Securities Depository and its activities pertaining to the Series 2021 Bonds. The terms and provisions of such Letter of Representations are incorporated herein by reference and in the event there shall exist any inconsistency between the substantive provisions of the said Letter of Representations and any provisions of this Bond Resolution, then, for as long as the initial Securities Depository shall serve with respect to the Series 2021 Bonds, the terms of the Letter of Representations shall govern.

(i) Notwithstanding any provision in this Bond Resolution to the contrary, at all times in which the Book-Entry System is in effect, any references to physical delivery of a bond shall not be required.

SECTION 3. The Series 2021 Bonds are hereby authorized and ordered to be prepared and issued in the principal amount of not to exceed Twenty-Four Million Dollars (\$24,000,000) to raise money for the Project as authorized by the Act. The Series 2021 Bonds may be issued in one or more taxable or tax-exempt series.

SECTION 4. (a) Payments of interest on the Series 2021 Bonds shall be made to the Record Date Registered Owner, and payments of principal shall be made upon presentation and surrender thereof at the principal office of the Paying Agent to the Record Date Registered Owner in lawful money of the United States of America.

(b) The Series 2021 Bonds shall be registered as to both principal and interest; shall be dated the date of delivery thereof; shall be issued in the principal denomination of \$5,000 each, or integral multiples thereof up to the amount of a single maturity; shall be numbered from one upward in the order of issuance; shall bear interest from the date thereof at the rate or rates specified by further order of the Governing Body, payable on each Interest Payment Date as specified in the Bond Purchase Agreement until early redemption or maturity thereof, such interest rate to be in compliance with the Act, commencing September 1, 2021, unless otherwise specified in the Bond Purchase Agreement; and shall mature and become due and payable in the years and in the amounts as determined in the Bond Purchase Agreement, with such completions, changes, insertions and modifications to the Bond Purchase Agreement as shall be approved by the officers executing and delivering the same (the execution thereof shall constitute conclusive evidence approval of any such completions, changes, insertions and modifications).

(c) The Series 2021 Bonds may be subject to optional or mandatory sinking fund redemption prior to their stated dates of maturity as set forth in the Bond Purchase Agreement (the execution thereof shall constitute conclusive evidence approval of any such completions, changes, insertions and modifications).

(d) If notice of redemption is required in the Bond Purchase Agreement, notice of redemption identifying the numbers of Series 2021 Bonds or portions thereof to be redeemed shall be given to the Registered Owners thereof by first class mail at least thirty (30) days and not more

than sixty (60) days prior to the date fixed for redemption. Failure to mail or receive any such notice, or any defect therein or in the mailing thereof, shall not affect the validity of any proceedings for the redemption of Series 2021 Bonds. Any notice mailed as provided herein shall be conclusively presumed to have been given, irrespective of whether received. If such written notice of redemption is made and if due provision for payment of the redemption price is made, all as provided above, the Series 2021 Bonds which are to be redeemed thereby automatically shall be deemed to have been redeemed prior to their scheduled maturities, and they shall not bear interest after the date fixed for redemption, and they shall not be regarded as being outstanding except for the right of the owner to receive the redemption price out of the funds provided for such payment. If at the time of mailing of any notice of redemption, there shall not be on deposit with the Paying Agent sufficient moneys to redeem all of the Series 2021 Bonds called for redemption, such notice shall state that it is subject to the deposit of moneys with the Paying Agent not later than on the redemption date and shall be of no effect unless such moneys are deposited.

(e) The Series 2021 Bonds, for which the payment of sufficient moneys or, to the extent permitted by the laws of the State of Mississippi, (a) direct obligations of, or obligations for the payment of the principal of and interest on which are unconditionally guaranteed by, the United States of America ("**Government Obligations**"), (b) certificates of deposit or municipal obligations fully secured by Government Obligations or (c) evidences of ownership of proportionate interests in future interest or principal payments on Government Obligations held by a bank or trust company as custodian, under which the owner of the investment is the real party in interest and has the right to proceed directly and individually against the obligor on the Government Obligations and which Government Obligations are not available to satisfy any claim of the custodian or any person claiming through the custodian or to whom the custodian may be obligated, (d) State and Local Government Series ("**SLGS**") Securities, or (e) municipal obligations, the payment of the principal of, interest and redemption premium, if any, on which are irrevocably secured by Government Obligations and which Government Obligations are not subject to redemption prior to the date on which the proceeds attributable to the principal of such obligations are to be used and have been deposited in an escrow account which is irrevocably pledged to the payment of the principal of and interest and redemption premium, if any, on such municipal obligations (all of which collectively, with Government Obligations, "**Defeasance Securities**"), shall have been deposited with an escrow agent appointed for such purpose, which may be the Paying Agent, shall be deemed to have been paid, shall cease to be entitled to any lien, benefit or security under this Bond Resolution and shall no longer be deemed to be outstanding hereunder, and the Registered Owners shall have no rights in respect thereof except to receive payment of the principal of and interest on such Series 2021 Bonds from the funds held for that purpose. Defeasance Securities shall be considered sufficient under this Bond Resolution if said investments, with interest, mature and bear interest in such amounts and at such times as will assure sufficient cash to pay currently maturing interest and to pay principal when due on such Series 2021 Bonds.

SECTION 5. (a) When the Series 2021 Bonds shall have been validated and executed as herein provided, they shall be registered as an obligation of the City in the office of the Clerk in a record maintained for that purpose, and the Clerk shall cause to be imprinted upon the reverse side of each of the Series 2021 Bonds, over their manual or facsimile signature and manual or facsimile seal, their certificate in substantially the form set out in **EXHIBITS A and B**.

(b) The Series 2021 Bonds shall be executed by the manual or facsimile signature of the Mayor and countersigned by the manual or facsimile signature of the Clerk, with the seal of the City imprinted or affixed thereto; provided, however all signatures and seals appearing on the Series 2021 Bonds, other than the signature of an authorized officer of the Transfer Agent hereafter provided for, may be facsimile and shall have the same force and effect as if manually signed or impressed. In case any official of the City whose signature or a facsimile of whose signature shall appear on the Series 2021 Bonds shall cease to be such official before the delivery or reissuance thereof, such signature or such facsimile shall nevertheless be valid and sufficient for all purposes, the same as if such official had remained in office until delivery or reissuance.

(c) The Series 2021 Bonds shall be delivered to the Underwriter upon payment of the purchase price therefor in accordance with the terms and conditions of the Bond Purchase Agreement, together with a complete certified transcript of the proceedings had and done in the matter of the authorization, issuance, sale and validation of the Series 2021 Bonds, and the final, unqualified approving opinion of Bond Counsel.

(d) Prior to or simultaneously with the delivery by the Transfer Agent of any of the Series 2021 Bonds, the City shall file with the Transfer Agent:

- (iii) a copy, certified by the Clerk, of the transcript of proceedings of the Governing Body in connection with the authorization, issuance, sale and validation of the Series 2021 Bonds; and
- (iv) an authorization to the Transfer Agent, signed by the Mayor or Clerk, to authenticate and deliver the Series 2021 Bonds to the Underwriter.

(e) At delivery, the Transfer Agent shall authenticate the Series 2021 Bonds and deliver them to the Underwriter thereof upon payment of the purchase price of the Series 2021 Bonds to the City.

(f) Series 2021 Bonds, blank as to denomination, rate of interest, date of maturity and CUSIP, as applicable, number and sufficient in quantity in the judgment of the City to meet the reasonable transfer and reissuance needs on the Series 2021 Bonds, shall be printed and delivered to the Transfer Agent in generally-accepted format, and held by the Transfer Agent until needed for transfer or reissuance, whereupon the Transfer Agent shall imprint the appropriate information as to denomination, rate of interest, date of maturity and CUSIP number prior to the registration, authentication and delivery thereof to the transferee holder. The Transfer Agent is hereby authorized upon the approval of the Governing Body to have printed from time to time as necessary additional Series 2021 Bonds bearing the facsimile seal of the City and facsimile signatures of the persons who were the officials of the Governing Body as of the date of original issue of the Series 2021 Bonds.

SECTION 6. (a) The City hereby authorizes the Mayor to appoint the Agent for the Series 2021 Bonds. The Agent shall be a bank or trust company located within the State of Mississippi. The City specifically reserves the right to hereafter designate a separate Transfer Agent and/or Paying Agent in its discretion in the manner hereinafter provided.

(b) So long as any of the Series 2021 Bonds shall remain outstanding, the City shall maintain with the Transfer Agent records for the registration and transfer of the Series 2021 Bonds. The Transfer Agent is hereby appointed registrar for the Series 2021 Bonds, in which capacity the Transfer Agent shall register in such records and permit to be transferred thereon, under such reasonable regulations as may be prescribed, any Bond entitled to registration or transfer.

(c) The City shall pay or reimburse the Agent for reasonable fees for the performance of the services normally rendered and the incurring of normal expenses reasonably and necessarily paid as are customarily paid to paying agents, transfer agents and bond registrars, subject to agreement between the City and the Agent. Fees and reimbursements for extraordinary services and expenses, so long as not occasioned by the negligence, misconduct or willful default of the Agent, shall be made by the City on a case-by-case basis, subject, where not prevented by emergency or other exigent circumstances, to the prior written approval of the Governing Body.

(d) (i) An Agent may at any time resign and be discharged of the duties and obligations of either the function of the Paying Agent or Transfer Agent, or both, by giving at least sixty (60) days' written notice to the City, and may be removed from either or both of said functions at any time by resolution of the Governing Body delivered to the Agent. The resolution shall specify the date on which such removal shall take effect and the name and address of the successor Agent, and shall be transmitted to the Agent being removed within a reasonable time prior to the effective date thereof. Provided, however, that no resignation or removal of an Agent shall become effective until a successor Agent has been appointed pursuant to the Bond Resolution.

- (ix) Upon receiving notice of the resignation of an Agent, the City shall promptly appoint a successor Agent by resolution of the Governing Body. Any appointment of a successor Agent shall become effective upon acceptance of appointment by the successor Agent. If no successor Agent shall have been so appointed and have accepted appointment within thirty (30) days after the notice of resignation, the resigning Agent may petition any court of competent jurisdiction for the appointment of a successor Agent, which court may thereupon, after such notice as it may deem appropriate, appoint a successor Agent.

- (x) In the event of a change of Agents, the predecessor Agent shall cease to be custodian of any funds held pursuant to this Bond Resolution in connection with its role as such Agent, and the successor Agent shall become such custodian; provided, however, that before any such delivery is required to be made, all fees, advances and expenses of the retiring or removed Agent shall be fully paid. Every predecessor Agent shall deliver to its successor Agent all records of account, registration records, lists of Registered Owners and all other records, documents and instruments relating to its duties as such Agent.
- (xi) Any successor Agent appointed under the provisions hereof shall be a bank, trust company or national banking association having Federal Deposit Insurance Corporation insurance of its accounts, duly authorized to exercise corporate trust powers and subject to examination by and in good standing with the federal and/or state regulatory authorities under the jurisdiction of which it falls.
- (xii) Every successor Agent appointed hereunder shall execute, acknowledge and deliver to its predecessor Agent and to the City an instrument in writing accepting such appointment hereunder, and thereupon such successor Agent, without any further act, shall become fully vested with all the rights, immunities and powers, and subject to all the duties and obligations, of its predecessor.
- (xiii) Should any transfer, assignment or instrument in writing be required by any successor Agent from the City to more fully and certainly vest in such successor Agent the estates, rights, powers and duties hereby vested or intended to be vested in the predecessor Agent, any such transfer, assignment and written instruments shall, on request, be executed, acknowledged and delivered by the City.
- (xiv) The City will provide any successor Agent with certified copies of all resolutions, orders and other proceedings adopted by the Governing Body relating to the Series 2021 Bonds.
- (xv) All duties and obligations imposed hereby on an Agent or successor Agent shall terminate upon the accomplishment of all duties, obligations and responsibilities imposed by law or required to be performed by this Bond Resolution.

(e) Any corporation or association into which an Agent may be converted or merged, or with which it may be consolidated or to which it may sell or transfer its assets as a whole or substantially as a whole, or any corporation or association resulting from any such conversion, sale, merger, consolidation or transfer to which it is a party, shall be and become successor Agent hereunder and vested with all the powers, discretion, immunities, privileges and all other matters as was its predecessor, without the execution or filing of any instrument or any further act, deed or conveyance on the part of either the City or the successor Agent, anything herein to the contrary notwithstanding, provided only that such successor Agent shall be satisfactory to the City and eligible under the provisions of Section 6(d)(iv) hereof.

SECTION 7. The Series 2021 Bonds shall be in substantially the form attached hereto as **EXHIBITS A and B**, with such appropriate variations, omissions and insertions as are permitted or required by this Bond Resolution. The Mayor and the Clerk are hereby authorized and directed to execute and deliver the Series 2021 Bonds upon issuance thereof with such changes, insertions and deletions as such officers shall approve and shall conform such Series 2021 Bonds to the terms and provisions of the Bond Purchase Agreement.

SECTION 8. In case any Series 2021 Bond shall become mutilated or be stolen, destroyed or lost, the City shall, if not then prohibited by law, cause to be authenticated and delivered a new Series 2021 Bond of like date, number, maturity and tenor in exchange and substitution for and upon cancellation of such mutilated Series 2021 Bond, or in lieu of and in substitution for such Series 2021 Bond stolen, destroyed or lost, upon the Registered Owner's paying the reasonable expenses and charges of the City in connection therewith, and in case of a Series 2021 Bond stolen, destroyed or lost, his filing with the City or Transfer Agent evidence satisfactory to them that such Series 2021 Bond was stolen, destroyed or lost, and of his ownership thereof, and furnishing the City or Transfer Agent with such security or indemnity as may be required by law or by them to

save each of them harmless from all risks, however remote. The provision of this Section 8 shall not apply if the Book-Entry System is in effect.

SECTION 9. For the purpose of effectuating and providing for the payment of the principal of and interest on the Series 2021 Bonds as the same shall respectively mature and accrue, there shall be and is hereby levied a direct, continuing special 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 Series 2021 Bonds; 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 Series 2021A Bond Fund and Series 2021B Bond Fund of the Series 2021 Bonds, or has made other provisions for funds, to be applied toward the payment of the principal of and interest on the Series 2021 Bonds due during the ensuing fiscal year of the City, in accordance with the provisions of the Bond Resolution. When necessary, 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 time, rate or amount. The avails of said tax are hereby irrevocably pledged for the payment of the principal of and interest on the Series 2021 Bonds as the same shall respectively mature and accrue. Should there be a failure in any year to comply with the requirements of this section, such failure shall not impair the right of the Registered Owners of any of the Series 2021 Bonds in any subsequent year to have adequate taxes levied and collected to meet the obligations of the Series 2021 Bonds, both as to principal and interest.

SECTION 10. Only such of the Series 2021 Bonds as shall have endorsed thereon a certificate of registration and authentication in substantially the form hereinabove set forth, duly executed by the Transfer Agent, shall be entitled to the rights, benefits and security of this Series 2021 Bond Resolution. No Series 2021 Bond shall be valid or obligatory for any purpose unless and until such certificate of registration and authentication shall have been duly executed by the Transfer Agent, which executed certificate shall be conclusive evidence of registration, authentication and delivery under this Bond Resolution. The Transfer Agent's certificate of registration and authentication on any Series 2021 Bond shall be deemed to have been duly executed if signed by an authorized officer of the Transfer Agent, but it shall not be necessary that the same officer sign said certificate on all of the Series 2021 Bonds that may be issued hereunder at any one time.

SECTION 11. (a) In the event the Underwriter shall fail to designate the names, addresses and social security or tax identification numbers of the Registered Owners of the Series 2021 Bonds within thirty (30) days of the date of sale, or at such other later date as may be designated by the City, one Series 2021 Bond registered in the name of the Underwriter may be issued in the full amount for each maturity. Ownership of the Series 2021 Bonds shall be in the Underwriter until the initial Registered Owner has made timely payment and, upon request of the Underwriter within a reasonable time of the initial delivery of the Series 2021 Bonds, the Transfer Agent shall re-register any such Series 2021 Bond upon its records in the name of the Registered Owner to be designated by the Underwriter in the event timely payment has not been made by the initial Registered Owner.

(b) Except as hereinabove provided, the Person in whose name any Series 2021 Bond shall be registered in the records of the City maintained by the Transfer Agent may be deemed the absolute owner thereof for all purposes, and payment of or on account of the principal of or interest on any Series 2021 Bond shall be made only to or upon the order of the Registered Owner thereof, or his legal representative, but such registration may be changed as hereinafter provided. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Series 2021 Bond to the extent of the sum or sums so paid.

SECTION 12. (a) Each Series 2021 Bond shall be transferable only in the records of the City, upon surrender thereof at the office of the Transfer Agent, together with a written instrument of transfer satisfactory to the Transfer Agent duly executed by the Registered Owner or his attorney duly authorized in writing. Upon the transfer of any Series 2021 Bond, the City, acting through its Transfer Agent, shall issue in the name of the transferee a new Series 2021 Bond or Series 2021 Bonds of the same aggregate principal amount and maturity and rate of interest as the surrendered Series 2021 Bond or Series 2021 Bonds.

(b) In all cases in which the privilege of transferring Series 2021 Bonds is exercised, the Transfer Agent shall authenticate and deliver Series 2021 Bonds in accordance with the provisions of this Bond Resolution.

SECTION 13. (a) The City hereby establishes the 2021A Bond Fund which shall be maintained with a qualified depository in its name for the payment of the principal of and interest on the Series 2021A Bonds, and the payment of Agents' fees in connection therewith. There shall be deposited into the 2021A Bond Fund as and when received:

- (ii) The accrued interest, if any, received upon delivery of the Series 2021A Bonds;
- (ii) The avails of any of the ad valorem taxes levied and collected pursuant to Section 9 hereof;
- (iii) Any income received from investment of monies in the 2021A Bond Fund; and
- (iv) Any other funds available to the City which may be lawfully used for payment of the principal of and interest on the Series 2021A Bonds, and which the Governing Body, in its discretion, may direct to be deposited into the 2021A Bond Fund.

(b) The City hereby establishes the 2021B Bond Fund which shall be maintained with a qualified depository in its name for the payment of the principal of and interest on the Series 2021B Bonds, and the payment of Agents' fees in connection therewith. There shall be deposited into the 2021B Bond Fund as and when received:

- (v) The accrued interest, if any, received upon delivery of the Series 2021B Bonds;
- (vi) The avails of any of the ad valorem taxes levied and collected pursuant to Section 9 hereof;
- (vii) Any income received from investment of monies in the 2021B Bond Fund; and
- (viii) Any other funds available to the City which may be lawfully used for payment of the principal of and interest on the Series 2021B Bonds, and which the Governing Body, in its discretion, may direct to be deposited into the 2021B Bond Fund.

(c) As long as any principal of and interest on the Series 2021 Bonds remains outstanding, the Clerk is hereby irrevocably authorized and directed to withdraw from the 2021A Bond Fund and 2021B Bond Fund, respectively, sufficient monies to make the payments herein provided for and to transfer same to the account of the Paying Agent in time to reach said Paying Agent at least five (5) days prior to the date on which said interest or principal and interest shall become due.

SECTION 14. (a) The City hereby establishes the 2021A Costs of Issuance Fund which shall be held by the Escrow Agent under the Escrow Agreement or as applicable the Paying Agent under the Paying Agent Agreement. A certain portion of the proceeds received upon the sale of the Series 2021A Bonds shall be deposited in the 2021A Costs of Issuance Fund. Any income received from investment of monies in the 2021A Costs of Issuance Fund shall be deposited in the 2021A Costs of Issuance Fund. Funds in the 2021A Costs of Issuance Fund shall be used by the Escrow Agent, upon receipt of written direction of the Mayor or the Clerk as provided in Section 24 hereof, to pay the costs, fees and expenses incurred by the City in connection with the authorization, issuance, sale, validation and delivery of the Series 2021A Bonds. Any amounts which remain in the 2021A Costs of Issuance Fund after the payment of the costs of issuance for the Series 2021A Bonds shall be transferred by the Escrow Agent to the City for deposit in the 2021A Bond Fund and used to pay debt service on the Series 2021A Bonds.

(b) The City hereby establishes the 2021B Costs of Issuance Fund which shall be held by the Escrow Agent under the Escrow Agreement or as applicable the Paying Agent under the Paying Agent Agreement. A certain portion of the proceeds received upon the sale of the Series 2021B Bonds shall be deposited in the 2021B Costs of Issuance Fund. Any income received from investment of monies in the 2021B Costs of Issuance Fund shall be deposited in the 2021B Costs of Issuance Fund. Funds in the 2021B Costs of Issuance Fund shall be used by the Escrow Agent, upon receipt of written direction of the Mayor or the Clerk as provided in Section 24 hereof, to pay the costs, fees and expenses incurred by the City in connection with the authorization, issuance, sale, validation and delivery of the Series 2021B Bonds. Any amounts which remain in the 2021B

Costs of Issuance Fund after the payment of the costs of issuance for the Series 2021B Bonds shall be transferred by the Escrow Agent to the City for deposit in the 2021B Bond Fund and used to pay debt service on the Series 2021B Bonds.

SECTION 15. Upon the delivery of the Series 2021 Bonds, the Underwriter will remit the net proceeds of the Series 2021 Bonds, for and on behalf of the City and at the direction of the City, directly to (i) the Escrow Agent for deposit (1) in the Escrow Fund, an amount which, together with investment income thereon, will be sufficient to effectuate the defeasance and refunding of the Refunded 2003 Bonds as provided in the Escrow Agreement and (2) in the 2021A Costs of Issuance Fund and the 2021B Costs of Issuance Fund and used as provided in Section 14(a) hereof, all as set forth and described in the Escrow Agreement, (ii) the 2010A Trustee for deposit in the Series 2010A General Account of the Bond Fund under the 2010A Indenture to effectuate the defeasance and refunding of the Refunded 2010A Bonds and the redemption of the Refunded 2010A Bonds, and (iii) the 2016A Paying Agent for deposit in the Series 2016A General Account of the Bond Fund under the 2016A Bond Resolution to effectuate the tender, refunding and redemption of the Refunded 2016A.

SECTION 16. (a) Payment of principal on the Series 2021 Bonds shall be made, upon presentation and surrender of the Series 2021 Bonds at the principal office of the Paying Agent, to the Record Date Registered Owner thereof who shall appear in the registration records of the City maintained by the Transfer Agent as of the Record Date.

(b) Payment of each installment of interest on the Series 2021 Bonds shall be made to the Record Date Registered Owner thereof whose name shall appear in the registration records of the City maintained by the Transfer Agent as of the Record Date. Interest shall be payable in the aforesaid manner irrespective of any transfer or exchange of such Series 2021 Bond subsequent to the Record Date and prior to the due date of the interest.

(c) Principal of and interest on the Series 2021 Bonds shall be paid by check or draft mailed on the Interest Payment Date to Registered Owners at the addresses appearing in the registration records of the Transfer Agent. Any such address may be changed by written notice from the Registered Owner to the Transfer Agent by certified mail, return receipt requested, or such other method as may be subsequently prescribed by the Transfer Agent, such notice to be received by the Transfer Agent not later than the 15th day of the calendar month preceding the applicable principal or Interest Payment Date to be effective as of such date.

SECTION 17. The Series 2021 Bonds may be submitted to validation as provided by Chapter 13, Title 31, Mississippi Code of 1972, and to that end, if requested, the Clerk is hereby directed to make up a transcript of all legal papers and proceedings relating to the Series 2021 Bonds and to certify and forward the same to the State's bond attorney for the institution of validation proceedings.

SECTION 18. The City hereby covenants that it will not make any use of the proceeds of the Series 2021A Bonds or do or suffer any other action that would cause: (i) the Series 2021A Bonds to be "arbitrage bonds" as such term is defined in Section 148(a) of the Internal Revenue Code of 1986, as amended ("**Code**"), and the Regulations promulgated thereunder; (ii) the interest on the Series 2021A Bonds to be included in the gross income of the Registered Owners thereof for federal income taxation purposes; or (iii) the interest on the Series 2021A Bonds to be treated as an item of tax preference under Section 57(a)(5) of the Code.

SECTION 19. The City hereby covenants as follows:

a) it has not abandoned, sold or otherwise disposed of any facility, equipment or improvement financed or refinanced directly or indirectly with the proceeds of the Refunded Bonds;

(b) it does not intend to, during the term that any of the Series 2021A Bonds allocable to the Refunding Project are outstanding, abandon, sell or otherwise dispose of any facility, equipment or improvement financed or refinanced directly or indirectly with the proceeds of the Refunded Bonds being refunded with the proceeds of the Series 2021A Bonds;

(c) it shall timely file with the Ogden, Utah Service Center of the Internal Revenue Service, such information report or reports as may be required by Section 148(f) and 149(e) of the Code;

(d) it shall take no action that would cause the Series 2021A Bonds to be "federally guaranteed" within the meaning of Section 149(b) of the Code;

(e) it will not employ an abusive arbitrage device in connection with the issuance by it of the Series 2021A Bonds which will enable it to obtain a material financial advantage (based on arbitrage) apart from the savings that may be realized as a result of the lower interest rates on the Series 2021A Bonds than on the Refunded Bonds being refunded with the proceeds of the Series 2021A Bonds and overburden the tax-exempt bond market; and

(f) it shall make, or cause to be made, the rebate required by Section 148(f) of the Code in the manner described in Regulation § 1.148-0 through 1.148-11, 1.149(b)-1, 1.149(d)-1, 1.149(g)-1, 1.150-1, 1.150-2, as such regulations and statutory provisions may be modified insofar as they apply to the Series 2021A Bonds.

SECTION 20. The City hereby agrees for the benefit of the holders and beneficial owners of the Series 2021 Bonds for so long as it remains obligated to advance funds to pay the Series 2021 Bonds to provide certain updated financial information and operating data annually, and timely notice of specified material events, to the Municipal Securities Rulemaking Board ("**MSRB**") through MSRB's Electronic Municipal Market Access system at www.emma.msrb.org ("**EMMA**"), in the electronic format then prescribed by the Securities and Exchange Commission (the "**SEC**") (the "**Required Electronic Format**") pursuant to Rule 15c2-12, as amended from time to time (the "**Rule**") of the SEC, together with any identifying information or other information then required to accompany the applicable filing (the "**Accompanying Information**"). This information will be available free to securities brokers and others through EMMA.

The City will provide certain updated financial information and operating data to the MSRB in the Required Electronic Format through EMMA, together with any Accompanying Information. The information to be updated includes all quantitative financial information and operating data with respect to the City of the general type included in the Official Statement in APPENDIX A under the headings "ECONOMIC AND DEMOGRAPHIC INFORMATION," "TAX INFORMATION" and "DEBT INFORMATION," which may be limited, and other financial information set forth in APPENDICES of the Official Statement. The City will update and provide this information within twelve months after the end of each fiscal year of the City ending in or after 2021.

The City may provide updated information in full text or may incorporate by reference certain other publicly available documents, as permitted by the Rule. The updated information will include audited financial statements, if the City's audit is completed by the required time. If audited financial statements are not available by the required time, the City will provide unaudited financial statements by such time, if available and audited financial statements when the audit report becomes available. Any such financial statements will be prepared in accordance with the accounting principles promulgated by the State of Mississippi or such other accounting principles as the City may be required to employ from time to time pursuant to law or regulation.

The City's current fiscal year end is September 30. If the City changes its fiscal year, it will notify the MSRB in the Required Electronic Format through EMMA, together with any Accompanying Information.

Anyone requesting information under the continuing disclosure requirements of SEC Rule 15c2-12 should contact the Clerk at City Hall, 219 S. President Street, Jackson, Mississippi 39201 Telephone Number: (601) 960-1037.

The City will also provide notice to the MSRB in the Required Electronic Format through EMMA, together with any Accompanying Information, in a timely manner not in excess of ten business days after the occurrence of certain events. The City will provide notice of any of the following events with respect to the Series 2021 Bonds, in a timely manner not in excess of ten business days after the occurrence of such event: (1) Principal and interest payment delinquencies;

(2) Non-payment related defaults, *if material*; (3) Unscheduled draws on debt service reserves reflecting financial difficulties; (4) Unscheduled draws on credit enhancements reflecting financial difficulties; (5) Substitution of credit or liquidity providers or their failure to perform; (6) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Series 2021A Bonds, or other material events affecting the tax status of the Series 2021A Bonds; (7) Modifications to rights of bondholders, *if material*; (8) Series 2021 Bond calls, *if material*, and tender offers; (9) Defeasances; (10) Release, substitution or sale of property securing repayment of the Series 2021 Bonds, *if material*; (11) Rating changes; (12) Bankruptcy, insolvency, receivership or similar event of the obligated person; (13) The consummation of a merger, consolidation, or acquisition involving an obligated person or the sale of all or substantially all of the assets of the obligated person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, *if material*; (14) Appointment of a successor or additional trustee or the change of name of a trustee, *if material*; (15) Incurrence of a financial obligation of the obligated person, *if material*, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a financial obligation of the Issuer, any of which affect security holders, *if material*; and (16) Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a financial obligation of the obligated person, any of which reflect financial difficulties. In addition, the City will provide timely notice of any failure by the City to provide information, data, or financial statements in accordance with its agreement described above under paragraphs 2, 3 and 4 of this Section.

The City has agreed to update information and to provide notices of material events only as described in this Section. The City has not agreed to provide other information that may be relevant or material to a complete presentation of its financial results of operations, condition, or prospects or agreed to update any information that is provided, except as described herein. The City makes no representation or warranty concerning such information or concerning its usefulness to a decision to invest in or sell Series 2021 Bonds at any future date. The City disclaims any contractual or tort liability for damages resulting in whole or in part from any breach of its continuing disclosure agreement or from any statement made pursuant to its agreement, although Holders or Beneficial Owners of Series 2021 Bonds may seek a writ of mandamus to compel the City to comply with its agreement.

The City may amend its continuing disclosure agreement only if (1) the amendment is made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in identity, nature, or status of the City, (2) the agreement, as amended, would have complied with the Rule at the date of sale of the Series 2021 Bonds, taking into account any amendments or interpretations of the Rule as well as any change in circumstance, and (3) the City receives an opinion of nationally recognized bond counsel to the effect that the amendment does not materially impair the interests of the Holders and Beneficial Owners of the Series 2021 Bonds. If any such amendment is made, the City will include in its next annual update an explanation in narrative form of the reasons for the change and its impact on the type of operating data or financial information being provided.

SECTION 21. The Governing Body of the City hereby approves, adopts and ratifies the Preliminary Official Statement for the sale of the Series 2021 Bonds in substantially the form attached hereto as **EXHIBIT C**. The City, with any modifications approved by the Mayor, hereby deems the Preliminary Official Statement to be "final" as required by Rule 15c2-12(b)(1) of the Securities and Exchange Commission.

SECTION 22. The distribution of copies of said Preliminary Official Statement to prospective purchasers of the Series 2021 Bonds is hereby authorized and ratified.

SECTION 23. The City hereby agrees for the benefit of the Registered Holders of the Series 2021 Bonds for so long as it remains obligated to advance funds to pay the Series 2021 Bonds to provide certain updated financial and operating information and data as provided in the Continuing Disclosure Agreement of the City, the form of which is attached as an exhibit or appendix to the form of the City's Preliminary Official Statement, which is attached as **Exhibit C** to this resolution. The Mayor or the Clerk are each hereby authorized and directed to execute and

deliver the Continuing Disclosure Agreement for and on behalf of and in the name of the City, with such changes, omissions, insertions and revisions, as may be approved by either such officer, said execution being conclusive evidence of such approval. The City may amend its Continuing Disclosure Agreement only to the extent provided therein.

SECTION 24. The Escrow Agent or Paying Agent, as applicable, upon receipt of authorization from the City is hereby authorized and directed to pay costs of issuance expenses on the closing date for the Series 2021 Bonds from the proceeds of the Series 2021 Bonds deposited in the 2021A Costs of Issuance Fund and the 2021B Costs of Issuance Fund, respectively, held under the Escrow Agreement for the costs of issuance of the respective series of the Series 2021 Bonds or if no Escrow Agreement or Escrow Agent, then said Paying Agent shall be responsible for all applicable duties with respect to the costs of issuance in connection with the Series 2021 Bonds. The Mayor or the Clerk or any other Authorized Officer are each authorized to sign requisitions for the payment of costs of issuance for the Series 2021 Bonds.

SECTION 25. The Governing Body of the City hereby authorizes the negotiation of the sale of the Series 2021 Bonds to the Underwriter and authorizes the execution by the Mayor and Clerk of the Bond Purchase Agreement in substantially the same form attached hereto as **Exhibit D** for and on behalf of the City, with such completions, changes, insertions and modifications as shall be approved by the officers executing and delivering the same (the execution thereof shall constitute conclusive evidence approval of any such completions, changes, insertions and modifications), based on the recommendation of the Municipal Advisor and provided that the following parameters are met: (1) the par amount of the Series 2021 Bonds will not exceed the aggregate principal amount of \$24,000,000; (2) the net interest cost of the Series 2021 Bonds will not exceed 5.00%; (3) the term of the Series 2021 Bonds will not exceed September 1, 2036; and (4) the terms and provisions of the Series 2021 Bonds shall be in compliance with the Act.

SECTION 26. Upon the execution of the Bond Purchase Agreement, the Mayor and Clerk are hereby authorized and directed to cause to be prepared and to execute a final Official Statement in connection with the Series 2021 Bonds in substantially the form of the Preliminary Official Statement, subject to minor amendments and supplement as approved by the Mayor and Clerk executing same (the execution thereof shall constitute approval of any such completions, changes, insertions and modifications).

SECTION 27. The Governing Body recognizes and acknowledges that due to uncertain conditions in the municipal bond marketplace from time to time, that it may or may not be determined to be advisable to refund any, all or a portion of the Refunded Bonds at any given time. Therefore, the Governing Body does hereby grant authority to the Mayor, upon advice from the Municipal Advisor, to provide for the final selection and approval of the obligations, amounts, and maturities of the Refunded Bonds to be refunded with the Series 2021 Bonds.

SECTION 28. Each of the following constitutes an event of default under this Bond Resolution:

- (a) failure by the City to pay any installment of principal of or interest on any Series 2021 Bond at the time required;
- (b) failure by the City to perform or observe any other covenant, agreement or condition on its part contained in this Bond Resolution or in the Series 2021 Bonds, and the continuance thereof for a period of thirty (30) days after written notice thereof to the City by the Registered Owners of not less than ten percent (10%) in principal amount of the then outstanding Series 2021 Bonds; or
- (c) an Act of Bankruptcy occurs.

SECTION 29. This resolution shall serve as notice to the 2003 Trustee, the 2003 Paying Agent, the 2010A Trustee, the 2010A Paying Agent and the 2016A Paying Agent of the City's desire to provide for the refunding of the Refunded Bonds.

SECTION 30. The Governing Body of the City hereby approves, adopts and ratifies the form of the Paying Agent Agreement in connection with the sale and issuance of the Series 2021 Bonds in substantially the form attached hereto as **EXHIBIT F**, and the Mayor or the Clerk are hereby authorized to execute said Paying Agent Agreement.

SECTION 31. The Governing Body of the City hereby approves, adopts and ratifies the form of the Tender Offer Agreement with the 2016A Bondholder in connection with the early redemption or tender of the 2016A Bonds in substantially the form attached hereto as **EXHIBIT G**, and the Mayor or the Clerk are hereby authorized to execute said Tender Offer Agreement.

SECTION 32. The Mayor or the Clerk are hereby authorized to execute the Refunded Bonds Notice of Refunding/Redemption.

SECTION 33. The Mayor and Clerk and any other Authorized Officer of the Governing Body are authorized to execute and deliver such resolutions, certificates and other documents as are required for the sale, issuance and delivery of the Series 2021 Bonds including but not limited to a Bond Insurance Policy, as applicable.

All orders, resolutions or proceedings of the Governing Body in conflict with any provision hereof shall be, and the same are hereby repealed, rescinded and set aside, but only to the extent of such conflict. For cause, this Bond Resolution shall become effective upon the adoption hereof. [Remainder Left Intentionally Blank]

EXHIBIT A[SERIES 2021A BOND FORM]

UNLESS THIS SERIES 2021A BOND IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY TRUST COMPANY, A NEW YORK CORPORATION ("DTC"), TO THE TRANSFER AGENT FOR REGISTRATION OF TRANSFER, EXCHANGE, OR PAYMENT, AND ANY BOND IS REGISTERED IN THE NAME OF CEDE & CO. OR IN SUCH OTHER NAME AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC (AND ANY PAYMENT IS MADE TO CEDE & CO. OR TO SUCH OTHER ENTITY AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL INASMUCH AS THE REGISTERED OWNER HEREOF, CEDE & CO., HAS AN INTEREST HEREIN.

UNITED STATES OF AMERICA

STATE OF MISSISSIPPI

CITY OF JACKSON

GENERAL OBLIGATION REFUNDING BOND,

SERIES 2021A (TAX-EXEMPT)

NO. R-___ \$ _____ Rate of Interest Maturity Date of Original Issue[CUSIP]
_____% _____, 2021 _____

Registered Owner:

Principal Amount: _____ DOLLARS

The City of Jackson, State of Mississippi (the "**City**"), a body politic existing under the Constitution and laws of the State of Mississippi, acknowledges itself to owe and for value received, promises to pay in lawful money of the United States of America to the Registered Owner identified above, upon the presentation and surrender of this Bond, at the principal office of _____, or its successor, as paying agent (the "**Paying Agent**") for the General Obligation Refunding Bonds, Series 2021A (Tax-Exempt) of the City (the "**Series 2021A Bonds**"), on the maturity date identified above, the principal amount identified above. Payment of the principal amount of this Bond shall be made to the Registered Owner hereof who shall appear in the registration records of the City maintained by _____, or its successor, as transfer agent for the Bonds (the "**Transfer Agent**"), as of the 15th day of the calendar month preceding the maturity date hereof. The City further promises to pay interest on such principal amount from the date of this Bond or from the most recent interest payment date to which interest has been paid at the rate of interest per annum set forth above, on March 1 and September 1 of each year (each an "**Interest Payment Date**"), commencing _____, until said principal sum is paid, to the Registered Owner hereof who shall appear in the registration records of the City maintained by the Transfer Agent as of the 15th day of the calendar month preceding the applicable Interest Payment Date. Payments of principal of and interest on this

Bond shall be made by check or draft mailed on the Interest Payment Date to such Registered Owner at his address as it appears on such registration records. The Registered Owner hereof may change such address by written notice to the Transfer Agent by certified mail, return receipt requested, or such other method as may be subsequently prescribed by the Transfer Agent, such notice to be received by the Transfer Agent not later than the 15th day of the calendar month preceding the applicable principal or Interest Payment Date. This Series 2021A Bond is one of a series of Bonds of like date of original issue, tenor and effect, except as to denomination, number, rate of interest and date of maturity, issued in the aggregate authorized principal amount of not to exceed _____ Dollars (\$ _____,000) to raise money for the purpose of prepaying and current refunding certain outstanding maturities of the City's _____, issued in the original principal amount of \$ _____. This Series 2021A Bond is issued under the authority of the Constitution and statutes of the State of Mississippi, including Sections 31-15-1 *et seq.*, and Sections 31-27-1 *et seq.*, Mississippi Code of 1972, as amended, and by the further authority of proceedings duly had by the Mayor and City Council of the City, including resolution adopted December 22, 2020, (the "**Bond Resolution**"). **[REMOVE IF NOT APPLICABLE: The Series 2021A Bonds maturing on and after _____, 20__, are subject to redemption prior to their stated dates of maturity at par, plus accrued interest to the date of redemption, either in whole or in part on any date on or after _____, 20__.**

Notice of redemption identifying the numbers of Series 2021A Bonds or portions thereof to be redeemed shall be given to the Registered Owners thereof by first class mail at least thirty (30) days and not more than sixty (60) days prior to the date fixed for redemption. Failure to mail or receive any such notice, or any defect therein or in the mailing thereof, shall not affect the validity of any proceedings for the redemption of Series 2021A Bonds. Any notice mailed as provided herein shall be conclusively presumed to have been given, irrespective of whether received. If such written notice of redemption is made and if due provision for payment of the redemption price is made, all as provided above, the Series 2021A Bonds which are to be redeemed thereby automatically shall be deemed to have been redeemed prior to their scheduled maturities, and they shall not bear interest after the date fixed for redemption, and they shall not be regarded as being outstanding except for the right of the owner to receive the redemption price out of the funds provided for such payment. If at the time of mailing of any notice of redemption, there shall not be on deposit with the Paying Agent sufficient moneys to redeem all of the Series 2021A Bonds called for redemption, such notice shall state that it is subject to the deposit of moneys with the Paying Agent not later than on the redemption date and shall be of no effect unless such moneys are deposited.]

The Series 2021A Bonds are registered as to both principal and interest. The Series 2021A Bonds are to be issued or reissued in the denomination of \$5,000 each, or integral multiples thereof up to the amount of a single maturity. This Series 2021A Bond may be transferred or exchanged by the Registered Owner hereof in person or by his attorney duly authorized in writing at the principal office of the Transfer Agent, but only in the manner, subject to the limitations in the Bond Resolution, and upon surrender and cancellation of this Series 2021A Bond. Upon such transfer or exchange, a new Bond or Bonds of like aggregate principal amount in authorized denominations of the same maturity will be issued. The City and the Paying Agent may deem and treat the Registered Owner 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 Agent shall be affected by any notice to the contrary. The Series 2021A Bonds are and will continue to be payable as to principal and interest out of and secured by an irrevocable pledge of the avails of a direct and continuing tax to be levied annually without limitation as to time, rate or amount upon all the taxable property within the geographical limits of the City; 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 2021A Bond Fund of the Series 2021A Bonds, or has made other provisions for funds, to be applied toward the payment of the principal of and interest on the Series 2021A Bonds due during the ensuing fiscal year of the City, in accordance with the provisions of the Bond Resolution. The City, when necessary, will levy annually a special tax upon all taxable property within the geographical limits of the City adequate and sufficient to provide for the payment of the principal of and the interest on the Series 2021A Bonds as the same falls due. This Series 2021A Bond shall not be valid or become obligatory for any purpose or be entitled to any benefit or security under the Bond Resolution until the certificate of registration and authentication hereon shall have been signed by the Transfer Agent. **IT IS HEREBY CERTIFIED, RECITED AND REPRESENTED** that all conditions, acts and things required by law to exist, to have happened and to have been performed precedent to and in the issuance of the Bonds, in order to make the same legal and binding General obligations of the City, according to the terms thereof, do exist, have happened and have been

performed in regular and due time, form and manner as required by law. For the performance in apt time and manner of every official act herein required, and for the prompt payment of this Bond, both principal and interest, the full faith and credit of the City are hereby irrevocably pledged. **IN WITNESS WHEREOF**, the City has caused this Series 2021A Bond to be executed in its name by the manual or facsimile signature of the Mayor of the City, countersigned by the manual or facsimile signature of the Clerk of the City, under the manual or facsimile seal of the City, which said manual or facsimile signatures and seal said officials adopt as and for their own proper signatures and seal, as of the ____ day of ____, 2021. **CITY OF JACKSON, MISSISSIPPI**

BY: _____
Mayor
COUNTERSIGNED:

City Clerk

(Seal)

There shall be printed in the lower left portion of the face of the Series 2021A Bonds a registration and authentication certificate in substantially the following form:

CERTIFICATE OF REGISTRATION AND AUTHENTICATION

This Bond is one of the Bonds described in the within mentioned Bond Resolution and is one of the General Obligation Refunding Bonds, Series 2021A (Tax-Exempt), of the City of Jackson, Mississippi.

_____, MISSISSIPPI,
as Transfer Agent

BY: _____
Authorized Officer

Date of Registration and Authentication: _____

There shall be printed on the reverse of the Bonds a registration and validation certificate and an assignment form in substantially the following form:

REGISTRATION AND VALIDATION CERTIFICATE

STATE OF MISSISSIPPICOUNTY OF HINDSCITY OF JACKSON, the undersigned City Clerk of the City of Jackson, Mississippi, do hereby certify that the within Bond has been duly registered by me as an obligation of said City pursuant to law in a record kept in my office for that purpose, and has been validated and confirmed by Decree of the Chancery Court of Hinds County, Mississippi, rendered on the ____ day of ____, 2021.

City Clerk
(Seal)

ASSIGNMENT

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

(Name and Address of Assignee)

the within Bond and does hereby irrevocably constitute and appoint _____, _____, Mississippi, as Transfer Agent to transfer the said Bond on the records kept for registration thereof with full power of substitution in the premises.

NOTICE: The signature to this Assignment must correspond with the name of the Registered Owner as it appears upon the face of the within Bond in every particular manner, without any alteration whatever.

Signatures guaranteed:

NOTICE: Signature(s) must be guaranteed by an approved eligible guarantor institution, an institution that is a participant in a Securities Transfer Association recognized signature guarantee program.

(Authorized Officer)

Date of Assignment: _____

Insert Social Security Number or Other
Tax Identification Number of Assignee: _____
statement of insurance

_____, has delivered its municipal bond insurance policy (the "**Policy**") with respect to the scheduled payments due of principal of and interest on the Series 2021A Bonds to ___, or its successor, as paying agent for the Bonds (the "**Paying Agent**"). Said Policy is on file and available for inspection at the principal office of the Paying Agent and a copy thereof may be obtained from _____ or the Paying Agent. All payments required to be made under the Policy shall be made in accordance with the provisions thereof. By its purchase of the Bonds, the owner acknowledges and consents (i) to the subrogation and all other rights of ___ as more fully set forth in the Policy and (ii) that upon the occurrence and continuance of a default or an event of default under the Resolution or the Series 2021A Bonds, ___ shall be deemed to be the sole owner of the Bonds for all purposes and shall be entitled to control and direct the enforcement of all rights and remedies granted to the owners of the Bonds or the trustee, paying agent, registrar or similar agent for the benefit of such owners under the Resolution, at law or in equity.

EXHIBIT B[SERIES 2021B BOND FORM]

UNLESS THIS SERIES 2021B BOND IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY TRUST COMPANY, A NEW YORK CORPORATION ("**DTC**"), TO THE TRANSFER AGENT FOR REGISTRATION OF TRANSFER, EXCHANGE, OR PAYMENT, AND ANY BOND IS REGISTERED IN THE NAME OF CEDE & CO. OR IN SUCH OTHER NAME AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC (AND ANY PAYMENT IS MADE TO CEDE & CO. OR TO SUCH OTHER ENTITY AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL INASMUCH AS THE REGISTERED OWNER HEREOF, CEDE & CO., HAS AN INTEREST HEREIN.

UNITED STATES OF AMERICA

STATE OF MISSISSIPPI

CITY OF JACKSON

TAXABLE GENERAL OBLIGATION REFUNDING BOND,

SERIES 2021B

NO. R-___ \$ _____ **Rate of Interest Maturity Date of Original Issue**[CUSIP]
_____% _____, 2021 _____

Registered Owner:

Principal Amount: _____ DOLLARS

The City of Jackson, State of Mississippi (the "**City**"), a body politic existing under the Constitution and laws of the State of Mississippi, acknowledges itself to owe and for value received, promises to pay in lawful money of the United States of America to the Registered Owner identified above, upon the presentation and surrender of this Bond, at the principal office of _____, or its successor, as paying agent (the "**Paying Agent**") for the Taxable General Obligation Refunding Bonds, Series 2021B, of the City (the "**Series 2021B Bonds**"), on the maturity date identified above, the principal amount identified above. Payment of the principal amount of this Bond shall be made to the Registered Owner hereof who shall appear in the registration records of the City maintained by _____, or its successor, as transfer agent for the Bonds (the "**Transfer Agent**"), as of the 15th day of the calendar month preceding the maturity date hereof. The City further promises to pay interest on such principal amount from the

date of this Bond or from the most recent interest payment date to which interest has been paid at the rate of interest per annum set forth above, on March 1 and September 1 of each year (each an "**Interest Payment Date**"), commencing _____, until said principal sum is paid, to the Registered Owner hereof who shall appear in the registration records of the City maintained by the Transfer Agent as of the 15th day of the calendar month preceding the applicable Interest Payment Date. Payments of principal of and interest on this Bond shall be made by check or draft mailed on the Interest Payment Date to such Registered Owner at his address as it appears on such registration records. The Registered Owner hereof may change such address by written notice to the Transfer Agent by certified mail, return receipt requested, or such other method as may be subsequently prescribed by the Transfer Agent, such notice to be received by the Transfer Agent not later than the 15th day of the calendar month preceding the applicable principal or Interest Payment Date. This Series 2021B Bond is one of a series of Bonds of like date of original issue, tenor and effect, except as to denomination, number, rate of interest and date of maturity, issued in the aggregate authorized principal amount of not to exceed _____ Dollars (\$_____,000) to raise money for the purpose of prepaying and current refunding certain outstanding maturities of the City's _____, issued in the original principal amount of \$_____. This Series 2021B Bond is issued under the authority of the Constitution and statutes of the State of Mississippi, including Sections 31-15-1 *et seq.*, and Sections 31-27-1 *et seq.*, Mississippi Code of 1972, as amended, and by the further authority of proceedings duly had by the Mayor and City Council of the City, including resolution adopted December 22, 2020, (the "**Bond Resolution**"). [REMOVE IF NOT APPLICABLE: The Series 2021B Bonds maturing on and after _____, 20__, are subject to redemption prior to their stated dates of maturity at par, plus accrued interest to the date of redemption, either in whole or in part on any date on or after _____, 20__.

Notice of redemption identifying the numbers of Series 2021B Bonds or portions thereof to be redeemed shall be given to the Registered Owners thereof by first class mail at least thirty (30) days and not more than sixty (60) days prior to the date fixed for redemption. Failure to mail or receive any such notice, or any defect therein or in the mailing thereof, shall not affect the validity of any proceedings for the redemption of Series 2021B Bonds. Any notice mailed as provided herein shall be conclusively presumed to have been given, irrespective of whether received. If such written notice of redemption is made and if due provision for payment of the redemption price is made, all as provided above, the Series 2021B Bonds which are to be redeemed thereby automatically shall be deemed to have been redeemed prior to their scheduled maturities, and they shall not bear interest after the date fixed for redemption, and they shall not be regarded as being outstanding except for the right of the owner to receive the redemption price out of the funds provided for such payment. If at the time of mailing of any notice of redemption, there shall not be on deposit with the Paying Agent sufficient moneys to redeem all of the Series 2021B Bonds called for redemption, such notice shall state that it is subject to the deposit of moneys with the Paying Agent not later than on the redemption date and shall be of no effect unless such moneys are deposited.]

The Series 2021B Bonds are registered as to both principal and interest. The Series 2021B Bonds are to be issued or reissued in the denomination of \$5,000 each, or integral multiples thereof up to the amount of a single maturity. This Series 2021B Bond may be transferred or exchanged by the Registered Owner hereof in person or by his attorney duly authorized in writing at the principal office of the Transfer Agent, but only in the manner, subject to the limitations in the Bond Resolution, and upon surrender and cancellation of this Series 2021B Bond. Upon such transfer or exchange, a new Bond or Bonds of like aggregate principal amount in authorized denominations of the same maturity will be issued. The City and the Paying Agent may deem and treat the Registered Owner 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 Agent shall be affected by any notice to the contrary. The Series 2021B Bonds are and will continue to be payable as to principal and interest out of and secured by an irrevocable pledge of the avails of a direct and continuing tax to be levied annually without limitation as to time, rate or amount upon all the taxable property within the geographical limits of the City; 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 2021B Bond Fund of the Series 2021B Bonds, or has made other provisions for funds, to be applied toward the payment of the principal of and interest on the Series 2021B Bonds due during the ensuing fiscal year of the City, in accordance with the provisions of the Bond Resolution. The City, when necessary, will levy annually a special tax upon all taxable property within the geographical limits of the City adequate and sufficient to provide for the payment of the principal of and the interest on the Series 2021B

Bonds as the same falls due. This Series 2021B Bond shall not be valid or become obligatory for any purpose or be entitled to any benefit or security under the Bond Resolution until the certificate of registration and authentication hereon shall have been signed by the Transfer Agent. **IT IS HEREBY CERTIFIED, RECITED AND REPRESENTED** that all conditions, acts and things required by law to exist, to have happened and to have been performed precedent to and in the issuance of the Bonds, in order to make the same legal and binding General obligations of the City, according to the terms thereof, do exist, have happened and have been performed in regular and due time, form and manner as required by law. For the performance in apt time and manner of every official act herein required, and for the prompt payment of this Bond, both principal and interest, the full faith and credit of the City are hereby irrevocably pledged. **IN WITNESS WHEREOF**, the City has caused this Series 2021B Bond to be executed in its name by the manual or facsimile signature of the Mayor of the City, countersigned by the manual or facsimile signature of the Clerk of the City, under the manual or facsimile seal of the City, which said manual or facsimile signatures and seal said officials adopt as and for their own proper signatures and seal, as of the ____ day of ____, 2021. **CITY OF JACKSON, MISSISSIPPI**

BY: _____

Mayor

COUNTERSIGNED:

City Clerk

(Seal)

There shall be printed in the lower left portion of the face of the Series 2021B Bonds a registration and authentication certificate in substantially the following form:

CERTIFICATE OF REGISTRATION AND AUTHENTICATION

This Bond is one of the Bonds described in the within mentioned Bond Resolution and is one of the Taxable General Obligation Refunding Bonds, Series 2021B, of the City of Jackson, Mississippi.

_____, MISSISSIPPI,
as Transfer Agent

BY: _____

Authorized Officer

Date of Registration and Authentication: _____

There shall be printed on the reverse of the Bonds a registration and validation certificate and an assignment form in substantially the following form:

REGISTRATION AND VALIDATION CERTIFICATE

STATE OF MISSISSIPPI COUNTY OF HINDS CITY OF JACKSON, the undersigned City Clerk of the City of Jackson, Mississippi, do hereby certify that the within Bond has been duly registered by me as an obligation of said City pursuant to law in a record kept in my office for that purpose, and has been validated and confirmed by Decree of the Chancery Court of Hinds County, Mississippi, rendered on the ____ day of ____, 2021.

City Clerk

(Seal)

ASSIGNMENT

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

(Name and Address of Assignee)

the within Bond and does hereby irrevocably constitute and appoint _____, _____, Mississippi, as Transfer Agent to transfer the said Bond on the records kept for registration thereof with full power of substitution in the premises.

NOTICE: The signature to this Assignment must correspond with the name of the Registered Owner as it appears upon the face of the within Bond in every particular manner, without any alteration whatever.

Signatures guaranteed:

NOTICE: Signature(s) must be guaranteed by an approved eligible guarantor institution, an institution that is a participant in a Securities Transfer Association recognized signature guarantee program.

(Authorized Officer)

Date of Assignment: _____

Insert Social Security Number or Other
Tax Identification Number of Assignee: _____
statement of insurance

_____, has delivered its municipal bond insurance policy (the "**Policy**") with respect to the scheduled payments due of principal of and interest on this Bond to _____, or its successor, as paying agent for the Bonds (the "**Paying Agent**"). Said Policy is on file and available for inspection at the principal office of the Paying Agent and a copy thereof may be obtained from _____ or the Paying Agent. All payments required to be made under the Policy shall be made in accordance with the provisions thereof. By its purchase of these Bonds, the owner acknowledges and consents (i) to the subrogation and all other rights of _____ as more fully set forth in the Policy and (ii) that upon the occurrence and continuance of a default or an event of default under the Resolution or this Bond, _____ shall be deemed to be the sole owner of the Bonds for all purposes and shall be entitled to control and direct the enforcement of all rights and remedies granted to the owners of the Bonds or the trustee, paying agent, registrar or similar agent for the benefit of such owners under the Resolution, at law or in equity.

EXHIBIT C
FORM OF PRELIMINARY OFFICIAL STATEMENT

PRELIMINARY OFFICIAL STATEMENT
DATED _____, 2021

TWO NEW ISSUES/BOOK-ENTRY ONLY

RATINGS: N/A (N/A)
(See "RATINGS" herein)

In the opinion of Butler Snow LLP, Ridgeland, Mississippi, ("Bond Counsel"), under existing laws, regulations, rulings and judicial decisions, and assuming the accuracy of certain representations and continuing compliance with certain covenants of the City, as defined and described herein, interest on the Series 2021A Bonds (as defined herein) is excludable from gross income for federal income tax purposes pursuant to Section 101 of the Code (as defined herein) and interest on the Series 2021B Bonds is excludable from federal alternative minimum taxable income. Interest on the Series 2021B Bonds (as defined herein) should be treated as taxable in gross income of the holder(s) thereof for federal income tax purposes. In the opinion of Bond Counsel under existing laws, regulations, rulings and judicial decisions, interest on the Bonds (as defined herein) is exempt from off-income taxation in the State of Mississippi. See "TAX MATTERS" herein and APPENDIX C - FORM OF THE OPINION OF BOND COUNSEL attached herein.

CITY OF JACKSON, MISSISSIPPI

\$24,000,000*

GENERAL OBLIGATION REFUNDING BONDS,
TAX-EXEMPT SERIES 2021A

GENERAL OBLIGATION REFUNDING BONDS,
TAXABLE SERIES 2021B

Dated: Date of Delivery

Date: March 1, as shown on
inside front cover

The not to exceed \$24,000,000* City of Jackson, Mississippi General Obligation Refunding Bonds, Tax-Exempt Series 2021A (the "Series 2021A Bonds") and General Obligation Refunding Bonds Taxable Series 2021B (the "Series 2021B Bonds"), and together with the Series 2021A Bonds, the "Bonds") will be issued as shown on inside of front cover as fully registered bonds in denominations of \$5,000 or integral multiples thereof, registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York ("DTC"). DTC will act as securities depository for the Bonds. Purchases may be made only in book-entry form through the DTC Participants and no physical delivery of the Bonds will be made to Beneficial Owners, except as described herein. The principal of, premium, if any, and interest on the Bonds will be made to Cede & Co., as long as Cede & Co. is the Registered Owner (as defined herein). Disbursement of such payments to the Beneficial Owners is the responsibility of the DTC Participants, as described herein. Interest on the Bonds is payable on September 1, 2021, and semiannually thereafter March 1 and September 1 of each year, to the Registered Owners of record as of the applicable Record Date (as defined herein), which payments shall, as long as the book-entry only system described herein is in place, be made to Cede & Co.

The Bonds are not subject to redemption. The Bonds are issued for the purpose of providing for the payment of the principal amount of the Refunded Bonds (as defined herein), redemption premiums (if any), interest accrued or to accrue to the date of redemption of the Refunded Bonds, and the related costs of the issuance, sale and delivery of the Bonds and of the refunding of the Refunded Bonds. The Bonds will be issued under and in conformity with the Constitution and laws of the State of Mississippi and pursuant to the Bond Resolution adopted by the City Council of the City on December 22, 2020. The Bonds are secured by the full faith and credit of the City and the avails of a direct, continuing special tax levied on all taxable property within the City.

The Bonds are offered subject to the approving opinion of Butler Snow LLP, Ridgeland, Mississippi, Bond Counsel. Certain legal matters in connection with the Bonds will be passed upon for the City by the City Attorney and by its counsel, Dery A. Mallett PLLC, Jackson, Mississippi. Dentons, New Orleans, Louisiana, has served as Counsel to the Underwriter identified below in connection with the Bonds. PFM Financial Advisors LLC, Memphis, Tennessee, has served as the independent registered municipal advisors to the City in connection with the sale and issuance of the Bonds. It is expected that the Bonds will be available for delivery in entry-only form delivered to DTC on or about ____, 2021, against payment therefor.

Siebert Williams Shank & Co., LLC

Dated: _____, 2021

*Preliminary, subject to change.



EXHIBIT D

FORM OF BOND PURCHASE AGREEMENT

BOND PURCHASE AGREEMENT

CITY OF JACKSON, MISSISSIPPI
GENERAL OBLIGATION REFUNDING BONDS, SERIES 2021

\$ _____
TAX-EXEMPT SERIES 2021A

\$ _____
TAXABLE SERIES 2021B

Dated: _____, 2021

Mayor and City Council
City of Jackson, Mississippi

Ladies and Gentlemen:

The undersigned, Sibert Williams Shank & Co., New York, New York (the "Underwriter"), acting on its own behalf and not as agent or fiduciary for you, hereby offers to enter into this Bond Purchase Agreement (this "Bond Purchase Agreement") with the City of Jackson, Mississippi (the "City" or "Issuer"), which, upon your acceptance of this offer, will be binding upon you and upon us.

This offer is made subject to your acceptance of this Bond Purchase Agreement on or before 5:00 o'clock p.m., Central Standard Time on this date.

1. BACKGROUND

Upon the terms and conditions and upon the basis of the respective representations, warranties and covenants set forth herein, the Underwriter hereby agrees to purchase from the Issuer, and the Issuer hereby agrees to sell to the Underwriter, all (but not less than all) of the above-captioned \$ _____ Jackson, Mississippi General Obligation Refunding Bonds, Tax-Exempt Series 2021A (the "Series 2021A Bonds") and \$ _____ Jackson, Mississippi General Obligation Refunding Bonds, Taxable Series 2021B (the "Series 2021B Bonds," and together with the Series 2021A Bonds, the "Series 2021 Bonds"), pursuant to a resolution adopted by the Mayor and City Council of the Issuer (the "Governing Body") on December 22, 2020 (the "Series 2021 Bond Resolution") authorizing and approving the issuance and sale of the Series 2021 Bonds. The purchase price of each maturity of the Series 2021 Bonds is set forth in Exhibit A hereto. Such purchase prices shall be paid at the Closing (hereinafter defined) in accordance with paragraph 6 hereof. The Series 2021 Bonds are issued pursuant to Sections 31-15-1 et seq., and 31-27-1 et seq., Mississippi Code of 1972, as amended (together, the "Act").

2. PUBLIC OFFERING

In connection with the purchase, sale and delivery of the Series 2021 Bonds, the Underwriter represents and warrants to the Issuer the following:

- (i) the Series 2021 Bonds will be sold through a bona fide public offering;



EXHIBIT E

FORM OF ESCROW AGREEMENT

ESCROW AGREEMENT

By and among

THE MISSISSIPPI DEVELOPMENT BANK,
THE CITY OF JACKSON, MISSISSIPPI,

AND

_____ BANK
As Escrow Agent

Dated _____, 2021

FOR:

CITY OF JACKSON, MISSISSIPPI

\$20,000,000
MISSISSIPPI DEVELOPMENT BANK
SPECIAL OBLIGATION REFUNDING BONDS, SERIES 2003
(JACKSON, MISSISSIPPI GENERAL OBLIGATION BOND PROJECT)
(original aggregate principal amount)

Dated: _____, 2021



EXHIBIT F

FORM OF PAYING AGENT AGREEMENT

CITY OF JACKSON, MISSISSIPPI
GENERAL OBLIGATION REFUNDING BONDS
SERIES 2021

REGISTRATION AND PAYING AGENT AGREEMENT

This Registration and Paying Agent Agreement (this "**Agreement**"), is entered into as of _____, 2021 by and between the City of Jackson, Mississippi (the "**Issuer**"), and _____, as registration and paying agent (the "**Paying Agent**"). Terms used but not defined herein shall have such meaning as ascribed to them in the Bond Resolution (hereinafter defined).

WHEREAS the Issuer has duly authorized and provided for the issuance of the above referenced bonds (the "**Bonds**") pursuant to a Bond Resolution adopted by the Issuer on December 22, 2020 (the "**Bond Resolution**");

WHEREAS the Issuer will ensure that all things necessary to make the Bonds the valid obligations of the Issuer will be done upon the issuance and delivery thereof;

WHEREAS the Issuer wishes to appoint a registration and paying agent for the purpose of paying the principal and interest on the Bonds, in accordance with the terms of the Bonds; and

WHEREAS the Paying Agent agrees to serve in such capacities for and on behalf of the Issuer;

NOW, THEREFORE, it is mutually agreed as follows:

1. The Issuer hereby appoints _____ as Paying Agent with respect to the Bonds, which appointment is accepted by the Paying Agent.
2. Provided that sufficient funds have been provided to the Paying Agent for such purpose by or on behalf of the Issuer, the Paying Agent shall, on behalf of the Issuer, pay to the owners or holders of the Bonds the principal of and interest on each Bond in accordance with the terms of the Bonds and any corresponding bond resolutions. Payment to owners or holders on applicable payment dates is conditioned upon the Issuer depositing with the Paying Agent funds sufficient to pay principal or interest: if by check, not less than three days prior to the Bonds' applicable payment or maturity date; or if by federal funds wire to the Paying Agent, by not later than 10:30 a.m. Eastern time on the Bonds' applicable payment or maturity date.
3. Payment to the owners or holders of the Bonds on the applicable payment or maturity dates and transfer of ownership of the Bonds as set forth in the respective resolution authorizing the Bonds are the sole duties accepted by the Paying Agent under this Agreement.
4. The Paying Agent may conclusively rely as to the truth of the statements and corrections of the opinions expressed in certificates or opinions furnished to the Paying Agent by the Issuer. The Paying Agent shall not be liable for any error of judgment made in good faith. The Paying Agent shall not be liable for any act or omission unless such is due to the Paying Agent's negligence or willful misconduct. No provision of this Agreement shall require the Paying Agent



EXHIBIT G

FORM OF TENDER OFFER AGREEMENT

OFFER TO PURCHASE

Offer to purchase for cash
all or some of the outstanding principal amount of

\$12,364,000
City of Jackson, Mississippi
General Obligation Refunding Bonds
Series 2016A
August 30, 2016

Offer Price: \$_____ per \$_____ principal amount

UNLESS EARLIER TERMINATED, THIS OFFER
WILL EXPIRE AT 5:00 P.M., NEW YORK CITY TIME, ON
MARCH 1, 2021 (SUCH TIME AND DATE, THE "EXPIRATION TIME")

_____, (the "____"), is offering to purchase all or some of the outstanding principal amount of the above-referenced General Obligation Refunding Bonds, Series 2016A (the "Bonds") issued by the City of Jackson, Mississippi (the "City" or "Issuer"). The Bonds were issued pursuant to Section 37-27-1 et seq., Mississippi Code of 1972, as amended and supplemented from time to time, and a resolution of the City Council of the City (the "Council") adopted on August 9, 2016 (the "Resolution") for purpose of providing moneys necessary for the advance refunding and defeasance of certain outstanding maturities of the \$26,210,000 (original principal amount) Mississippi Development Bank Special Obligation Bonds, Series 2009 (City of Jackson, Mississippi General Obligation Street Resurfacing Project) and a corresponding portion of the \$26,210,000 (original principal amount) City of Jackson, Mississippi General Obligation Street Resurfacing Bond, Series 2009. The Bonds were purchased by Capital One Public Funding, LLC ("COPF" or "Bond Owner" or "Owner of the Bonds") pursuant to a Commitment Letter (the "Commitment Letter") dated August 30, 2016 by and between the City and COPF at a fixed rate of 2.125%. The Bonds were sold to the COPF for the loan account of COPF and have not been resold or assigned. The maturities and principal amounts of the Bonds are shown above. This Offer to Purchase (this "Tender Offer") is further described and subject to the conditions set forth in this Tender Offer and the accompanying materials.

_____ desires to purchase all or some of the Bonds for cash consideration, but is not obligated to purchase any Bonds. _____ has the right to terminate or amend the terms of this Tender Offer.

The City nor its counsel do not make any recommendation to any owner of Bonds as to whether to offer or refrain from offering any Bonds.

To make an informed decision as to whether, and how, to offer Bonds, the Owner of the Bonds should read this Tender Offer carefully and consult their account executive or other financial advisor.

Unless earlier terminated, this Tender Offer will expire at 5:00 p.m., New York City time, on _____, 2021 (such time and date, the "Expiration Time"). The Owner of the Bonds wishing to accept this Tender Offer must do so at or prior to the Expiration Time and in accordance with the procedures described herein. Bonds accepted for purchase will be purchased on _____, 2021.

CAPITAL ONE PUBLIC FUNDING, LLC

Dated: _____, 2021



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

Nays – Stamps.

Absent – Stokes.

Note: Council Member Stokes left the meeting during discussion.

RESOLUTION DECLARING THE OFFICIAL INTENT OF THE CITY OF JACKSON, MISSISSIPPI TO REIMBURSE ITSELF FROM THE PROCEEDS OF THE MASTER LEASE PURCHASE AGREEMENT FOR THE INITIAL PURCHASE OF ONE (1) BACKHOE FOR THE PARKS AND RECREATION DEPARTMENT.

WHEREAS, in connection with the initial purchase of one (1) backhoe for the Jackson Parks and Recreation Department, the City has advanced and will advance internal funds; and

WHEREAS, the City intends to reimburse itself for all of such expenses from the proceeds of the Master Lease Purchase Agreement,

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY ACTING FOR AND ON BEHALF OF THE MUNICIPALITY, AS FOLLOWS:

Section 1. Declaration of official intent. The City of Jackson, Mississippi, hereby declares its official intent to reimburse itself from the proceeds of the Master Lease Purchase Agreement for the initial purchase of one (1) backhoe for the Parks and Recreation Department, prior to and subsequent to the date of this Resolution in accordance with Treasury Regulations 1.150-2. This Resolution is intended as a declaration of official intent under Treasury Regulation 1.150-2. The debt to be issued to finance the initial purchase of one (1) backhoe for the Parks and Recreation Department is expected not to exceed an aggregated principal amount of \$108,500.61.

Section 2. Incidental action. The Mayor is authorized to take such action as may be necessary to carry out the purpose of this Resolution, and is authorized to execute necessary and related documents required for the issuance of the debt.

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

Yeas – Banks, Foote, Lee, Lindsay, Stamps and Tillman.

Nays – None.

Absent – Stokes.

ORDER AUTHORIZING THE MAYOR TO EXECUTE A MONITORING AGREEMENT WITH TOWERSENTRY TO PROVIDE TOWER MONITORING SERVICE FOR THE LIGHTED TELECOMMUNICATIONS TOWER FOR THE CITY OF JACKSON.

WHEREAS, TowerSentry will provide full compliance of monitoring, recording, and reporting of tower lights as required in 47 CFR 17.47(a), 47 CFR 17.48, and 47 CFR 17.49 and as permitted in CFR 90.441 (b) at thirteen (13) telecommunication tower sites; and

WHEREAS, the City of Jackson owns the equipment utilized and connected to the monitoring desk at TowerSentry; and

WHEREAS, TowerSentry previously conducted monitoring services for the City's thirteen (13) lighted towers and the City has purchased new digital equipment for the same; and

WHEREAS, TowerSentry shall conduct monitoring by means of the TowerSentry Dual Wireless-Telco Monitoring System (DMS) and also contract with an appropriate wireless carrier to provide necessary cellular service for the DMS at each of the towers; and

WHEREAS, TowerSentry has agreed to fulfill the requirements for monitoring services for \$420.00 per year, per site or \$35.00 per month, per site for thirteen (13) sites; and

WHEREAS, said term of this agreement shall be for a period of three (3) years

IT IS HEREBY ORDERED that the Mayor be authorized to execute a Tower Light Monitoring Agreement with TowerSentry to monitor all thirteen (13) lighted telecommunications towers for the City of Jackson at the specific locations provided.

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

Yeas – Banks, Foote, Lee, Lindsay, Stamps and Tillman.

Nays – None.

Absent – Stokes.

ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH ALLTEL CORPORATION DBA VERIZON WIRELESS TO IMPROVE BROADBAND COVERAGE WITHIN THE CITY OF JACKSON.

WHEREAS, the City of Jackson has thirteen (13) existing antenna site license agreements with Alltell Corporation dba Verizon Wireless; and

WHEREAS, Verizon Wireless has indicated that it would like to add equipment to Fire Station 19 antenna site located at 5802 Ridgewood Road, Jackson, Mississippi 39211.

WHEREAS, executing a new agreement at the above-referenced site will result in Verizon Wireless remitting Two Thousand Dollars (\$2000.00) a month to the City in addition to a 3.5% annual escalator.

WHEREAS, the Telecommunications Division recommends entering into an new agreement with Verizon Wireless for the installation of antennas and other equipment at 5802 Ridgewood Road, Jackson, Mississippi 39211 beginning February 1, 2021.

IT IS HEREBY ORDERED that the Mayor be authorized to execute a new agreement with Alltel Corporation dba Verizon Wireless, for the installation of new Technology at Fire Station 19 antenna site located at 5802 Ridgewood Road, Jackson, Mississippi 39211.

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

Yeas – Banks, Foote, Lee, Lindsay, Stamps and Tillman.

Nays – None.

Absent – Stokes.

ORDER AUTHORIZING THE MAYOR TO EXECUTE A CLIENT SUPPORT AGREEMENT WITH AVTEX SOLUTIONS, LLC, FOR THE WATER AND SEWER BUSINESS ADMINISTRATION CALL CENTER.

WHEREAS, the City of Jackson utilizes software and appliances from AVTEX Solutions, LLC, (“AVTEX”) to support the Water and Sewer Business Administration call center; and

WHEREAS, AVTEX has proposed a one-year client support agreement to provide interactive voice response support for customers of the Water and Sewer Business Administration to increase call center efficiency; and

WHEREAS, AVTEX is the sole provider of support for the Water and Sewer Business Administration call center; and

WHEREAS, the previous agreement has expired and the cost of renewal is \$45,142.27 beginning November 1, 2020 through October 31, 2021.

WHEREAS, the maintenance needs for support and software upgrades are substantial and execution of the client support agreement is recommended.

IT IS THEREFORE ORDERED that the Mayor be authorized to execute a client support agreement with AVTEX Solutions, LLC, for the Water and Sewer Business Administration call center at a cost of \$45,142.27 beginning November 1, 2020 through October 31, 2021.

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

Yeas – Banks, Foote, Lee, Lindsay, Stamps and Tillman.

Nays – None.

Absent – Stokes.

ORDER RATIFYING THE PURCHASE AND PROCUREMENT OF SERVICES FROM AVTEX SOLUTIONS, LLC, AND AUTHORIZING PAYMENT TO SAID VENDOR.

WHEREAS, the City of Jackson utilizes software and appliances from AVTEX Solutions, LLC, (“AVTEX”) to support the Water and Sewer Business Administration call center; and

WHEREAS, the Information Systems Division of the Department of Administration had need of certain equipment and services necessary to the operation and maintenance of the City’s Water and Sewer Business Administration call center; and

WHEREAS, due to exigent circumstances, the purchase and procurement of these necessary equipment and services was done without prior approval by the governing authorities; and

WHEREAS, the parts and equipment set forth in the invoices were delivered and used in the operation and maintenance of the City's Water and Sewer Business Administration call center; and

WHEREAS, in order to ensure the continued and proper operation and maintenance of the City's call center, the Information Systems Division is requesting that the procurement of services from Avtex Solutions, LLC, be ratified and authorized for payment:

	Date	Vendor Name	Purchases/Services	Amount
1.	12/3/2019	Avtex Solutions, LLC	Consultation & Documentation: Follow-up with customer and checked status of server.	\$112.50
2.	12/10/2019	Avtex Solutions, LLC	Consultation & Documentation: Troubleshoot IMS1 media server and assist City of Jackson IT	\$337.50
			Grand Total	\$450.00

IT IS, THEREFORE, ORDERED that the purchases and procurement of services from Avtex Solutions, LLC, in the amount of \$450.00 be ratified and payment made to said vendor.

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

Yeas – Banks, Foote, Lee, Lindsay, Stamps and Tillman.

Nays – None.

Absent – Stokes.

* * * * *

**ORDER AUTHORIZING THE MAYOR TO AMEND A PROFESSIONAL
SERVICE AGREEMENT WITH GLOBAL INTERACT TECHNOLOGY FOR
WEBSITE DEVELOPMENT, MAINTENANCE AND GRAPHIC DESIGN.**

WHEREAS, on March 31, 2020 the City of Jackson City Council approved entering into a professional service agreement with Global Interact Technology for \$45,020.00 for a period of two years, 2020 until 2022; and

WHEREAS, Global Interact Technology provided additional services to various departments than originally planned with employee training, website maintenance, graphic design and material publication causing the number of allotted hours to be utilized rapidly; and

WHEREAS, by amending the existing agreement the term will be extended an additional year until 2023, as well as, an increase in price by \$8,280.00; and

WHEREAS, the need for more service hours has arisen as a result of more information and tools needed to properly serve and inform the citizens of Jackson; and

WHEREAS, development, maintenance and design is a highly involved and specialized process which will require the input of industry professionals such as Global Interact Technology; and

WHEREAS, the benefits of the continuous use of Global Interact Technology for professional services have been analyzed and amending the existing agreement is recommended.

IT IS THEREFORE ORDERED that the Mayor be authorized to amend a professional services agreement with Global Interact Technology to assist in the City of Jackson's website development, maintenance and graphic design with said services being provided at a cost not to exceed \$53,300.00 per-year for three (3) years ending in 2023.

IT IS FURTHER ORDERED that the Mayor be authorized to execute any and all documents necessary to effectuate this order.

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

Yeas – Banks, Foote, Lee, Lindsay, Stamps and Tillman.

Nays – None.

Absent – Stokes.

* * * * *

**RESOLUTION OF THE CITY OF JACKSON, MISSISSIPPI, IN SUPPORT OF
LEGISLATION IMPLEMENTING UNIFORMED POLICE PURSUIT SAFETY
GUIDELINES AND/OR RESTRICTIONS.**

WHEREAS, the Mayor and City Council of the City of Jackson, Mississippi (Governing Authorities) have met to consider support for certain proposed legislation during the 2021 Mississippi Legislative Session; and

WHEREAS, the City of Jackson seeks to increase its ability to ensure public safety as it relates to pursuits by law enforcement agencies more commonly referred to as “police pursuits”; and

WHEREAS, currently under Mississippi law each municipality is charged to monitor, assess, and utilize policies that it enacts to ensure safety within its boundaries; and

WHEREAS, police pursuits are often extremely dangerous and in certain situations, like simple misdemeanor violations, unwarranted when compared to protecting bystanders, drivers, and officers; and

WHEREAS, presently in the State of Mississippi each jurisdiction enacts and adheres to its own policies regarding police pursuits that may extend beyond its physical boundaries and/or into another jurisdiction, known as interjurisdictional or multi-county hot pursuits; and

WHEREAS, the afore-mentioned policies and practices too often allow one law enforcement agency to cross into another law enforcement agency’s jurisdiction, and to disregard the policy and practices of that jurisdiction; and

WHEREAS, many of the alleged criminal actions that trigger police pursuit have been misdemeanors and/or nonviolent offenses, i.e., offenses that do not justify the initiation of an ultra-dangerous police pursuit; and

WHEREAS, in the current state of the Nation, it is likely that a substantial number of individuals subject to police pursuits fear for their lives and seek to get to a place where they feel safe or seen by others. Further, the citizens of the City of Jackson often suffer by way of injury and/or property damage as a result of ill-advised police pursuit(s); and

WHEREAS, currently Mississippi’s “Hot Pursuit” statute (Mississippi Code Section 99-3-13) neither speaks to limiting police pursuits to specific crimes nor applying uniform guidelines to police pursuits; and

WHEREAS, the City of Jackson supports enhancing the safety to its citizens and those of surrounding jurisdictions and resolves that the State of Mississippi should implement uniformed guidelines and/or restrictions to police pursuits, in particular pursuits that cross jurisdictional boundaries; and

THEREFORE, BE IT RESOLVED that the City of Jackson, Mississippi supports proposed legislative initiatives to be considered during the 2021 Session of the Mississippi Legislature that will implement uniformed police pursuit guidelines and/or restrictions on the same to improve public safety.

IT IS FURTHER RESOLVED that the City Clerk is directed to provide a certified copy of this Resolution to each committee of the Mississippi Legislature to which such proposed legislation has been assigned, as well as a copy to each member of the Hinds County delegation.

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

President Banks recognized **Mayor Chokwe Antar Lumumba**, who gave a brief overview on said item.

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

Yeas – Banks, Foote, Lee, Lindsay, Stamps, Stokes and Tillman.

Nays – None.

Absent – None.

Note: Council Member Stokes returned to the meeting during discussion.

RESOLUTION OF THE CITY OF JACKSON, MISSISSIPPI, IN SUPPORT OF A PROPOSED LEGISLATIVE REQUEST FOR FUNDING FOR THE PETE BROWN GOLF FACILITY AND THE GROVE PARK MUNICIPAL GOLF COURSES.

WHEREAS, the Mayor and the City Council of the City of Jackson, Mississippi ("City of Jackson"), have met to consider support for certain proposed legislation during the 2021 Mississippi Legislative Session; and

WHEREAS, the City Council resolves to support certain legislation deemed worthy by the City of Jackson; and

WHEREAS, the City of Jackson seeks to continue providing a sustainable and thriving quality of life for its citizens, while enhancing tourism attractions; and

WHEREAS, the City of Jackson is a central place for tourism, economic growth, and leisure activities; thus, generating a great desire to keep those environments lively and well maintained; and

WHEREAS, the City of Jackson owns the Pete Brown Golf Facility and the Grove Park Municipal Golf Course, which have both played a pivotal role in the City's leisure experience for many years; and

WHEREAS, through the aging of these facilities and wear and tear; and

WHEREAS, the governing authorities for the City of Jackson believe that these courses are great assets to Jackson, and anyone who visits them; and

WHEREAS, the City is requesting One Million Dollars (\$1,000,000.00) for proposed improvements to the Pete Brown Golf Facility and the Grove Park Municipal Golf Course; and

WHEREAS, the governing authorities of the City of Jackson seek to improve the City's ability to foster more vibrant communities, and remedy the maintenance issues as it pertains to certain municipal property.

THEREFORE, BE IT RESOLVED that the City Council for the City of Jackson, Mississippi supports proposed legislative initiatives to be considered during the 2021 Regular Session of the Mississippi Legislature that request funds in the amount of One Million Dollars (\$1,000,000.00) to make improvements to the Pete Brown Golf Facility and the Grove Park Municipal Golf Course, which will enable the City's ability to foster a more vibrant playing experience and remedy the issues that may allow the courses to be more appealing.

IT IS FURTHER RESOLVED that the City Clerk is directed to provide a certified copy of this Resolution to each committee of the Mississippi Legislature to which such proposed legislation has been assigned, as well as a copy to each member of the Hinds County delegation.

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

President Banks recognized **Mayor Chokwe Antar Lumumba**, who gave a brief overview on said item.

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

Yeas – Banks, Foote, Lee, Lindsay, Stamps, Stokes and Tillman.

Nays – None.

Absent – None.

Note: Council Member Stokes left the meeting.

RESOLUTION OF THE CITY OF JACKSON, MISSISSIPPI, IN SUPPORT OF PROPOSED LEGISLATIVE INITIATIVE THAT WOULD GIVE GOVERNING AUTHORITIES OF A MUNICIPALITY AND/OR PUBLIC WATER AND SEWER UTILITIES OWNED BY A GOVERNMENTAL ENTITY THE AUTHORITY TO ENACT RATE STRUCTURES AND CUSTOMER AFFORDABILITY PROGRAMS TO ASSIST LOW INCOME CUSTOMERS AND TO GENERALLY ALLOW FOR THE ADJUSTMENT, RELEASE, OR EXTINGUISHING OF INDEBTEDNESS FROM A CUSTOMER'S WATER AND SEWER BILL UNDER CERTAIN CIRCUMSTANCES.

WHEREAS, the Mayor and City Council of the City of Jackson, Mississippi (Governing Authorities) have met to consider support for certain proposed legislation during the 2021 Mississippi Legislative Session; and

WHEREAS, the Mayor and the City Council resolve to support certain legislation deemed worthy by the City of Jackson; and

WHEREAS, the City of Jackson is currently under a Consent Decree with the United States of America and Mississippi for its sewer system that will require it to make substantial replacement and repair of components in the sewer system to greatly reduce, if not eliminate, sanitary sewer overflows; and

WHEREAS, the City is currently under an Emergency Consent Order with the U.S.E.P.A. and a Bilateral Consent Agreement with the Mississippi State Department of Health for its drinking water treatment system that will require it to make substantial improvements and repairs to components at its water treatment plants, well system, and water distribution system; and

WHEREAS, the work required under these agreements will require the City to increase its water and sewer rates in the coming years, thereby increasing the burden on low income customers, particularly low income customers who make up the lowest 20% of incomes; and

WHEREAS, based on the City's experience, particularly during the COVID-19 Pandemic, when low income customers receive water bills they are unable to pay in total, they are likely to make little to no payment on their water bills; and

WHEREAS, when low-income customers fail to pay their water bills, the funds the City needs to operate and maintain the water and sewer systems and to meet its legal obligations under its permits and various orders is further reduced; and

WHEREAS, this situation will lead to a self-perpetuating spiral of ever increasing water and sewer rates as the City attempts to recover this loss in funding through those customers who are capable of paying, resulting in those customers paying rates higher than would be necessary, if the City were able to collect affordable payments for water and sewer services from its low income customers; and

WHEREAS, in order for these low income customers to continue to be able to afford potable water, which is vital to public health and safety, the City will need the authority to craft rate structures and customer assistance programs that will result in rates of approximately 4% of household income, which is the affordability standard recognized by the U.S.E.P.A.; and

WHEREAS, there are also instances where the City needs the authority to address issues that arise for all customers; and

WHEREAS, there are instances of error on the part of the publicly owned water and sewer utilities, such as equipment failure or process failure, which may cause an increase in the customer's indebtedness; and

WHEREAS, also there are instances where the customer is faced with unforeseen damage, extreme weather-related events or mandatory evacuations, which may cause an increase in their lack of ability to pay.

THEREFORE, BE IT RESOLVED that the City Council for the City of Jackson, Mississippi supports proposed legislative initiatives to be considered during the 2021 Session of the Mississippi Legislature that would give governing authorities of a municipality, and water and sewer utilities owned by a governmental entity the authority to enact rate structures and customer affordability programs to assist low income customers.

IT IS FURTHER RESOLVED that the City Council for the City of Jackson, Mississippi supports proposed legislative initiatives to be considered during the 2021 Session of the Mississippi Legislature that will give governing authorities of a municipality, and water and sewer utilities owned by a governmental entity the authority to adjust, release, or extinguish indebtedness from a customer's water and sewer bill under certain circumstances, in particular those described above.

IT IS FURTHER RESOLVED that the City Clerk is directed to provide a certified copy of this Resolution to each committee of the Mississippi Legislature to which such proposed legislation has been assigned, as well as a copy to each member of the Hinds County delegation.

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

President Banks recognized **Mayor Chokwe Antar Lumumba**, who gave a brief overview on said item.

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

Yeas – Banks, Foote, Lee, Lindsay, Stamps and Tillman.

Nays – None.

Absent – Stokes.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JACKSON, MISSISSIPPI, IN SUPPORT OF A PROPOSED REQUEST FOR FUNDING FOR THE JXN 200 PROJECT.

WHEREAS, the Mayor and City Council of the City of Jackson, Mississippi (Governing Authorities) have met to consider support for certain proposed legislation during the 2021 Mississippi Legislative Session; and

WHEREAS, the City Council resolves to support certain legislation deemed worthy by the City of Jackson; and

WHEREAS, the City of Jackson seeks to continue providing a sustainable quality of life, a vibrant tourist atmosphere, and authentic cultural experiences for its citizens; and;

WHEREAS, the City is a central place for visual arts, economic growth, entertainment, and family fun; and

WHEREAS, the Governing Authorities of the City of Jackson seek to improve the City's ability to foster a more vibrant, enjoyable, and inviting environment for industry groups and to improve the entertainment scene for citizens and tourists; and

WHEREAS, the Department of Human and Cultural Services has created a JXN 200 Project for renovation and upgrades to various downtown Jackson signature locations, which include the Russell C. Davis Planetarium, New Downtown Jackson Library, Thalia Mara Hall, Phase II and Smith Park; and

WHEREAS, these locations provide an entry into the world of astronomy, reading, ballet, and orchestras; and

WHEREAS, the City of Jackson is pleased to provide its citizens and visitors an atmosphere filled with education and entertainment through a variety of locally, nationally, and internationally known events; and

WHEREAS, the City of Jackson has made many improvements, however, further renovations and upgrades are needed for improvements to the above stated facilities; and

WHEREAS, the facilities are not only important to the City of Jackson, but to the State of Mississippi; and

WHEREAS, the City is requesting Nine Million Dollars (\$9,000,000.00) in support of its JXN 200 Project efforts to renovate and upgrade the facilities delineated herein.

THEREFORE, BE IT RESOLVED that the City Council of the City of Jackson, Mississippi supports the proposed request for Nine Million (\$9,000,000.00) in funding for the JXN 200 Project.

IT IS FINALLY RESOLVED that the City Clerk is directed to provide a certified copy of this Resolution to each committee of the Mississippi Legislature to which such proposed legislation has been assigned, as well as a copy to each member of the Hinds County.

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

President Banks recognized **David Lewis**, Deputy Director of the Department of Human and Cultural Services, who gave a brief overview on said item.

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

Yeas – Banks, Foote, Lee, Lindsay, Stamps, and Tillman.

Nays – None.

Absent – Stokes.

RESOLUTION OF THE CITY OF JACKSON, MISSISSIPPI, IN SUPPORT OF PROPOSED LEGISLATION THAT WOULD GIVE GOVERNING AUTHORITIES OF A MUNICIPALITY THE AUTHORITY TO ESTABLISH A LAND BANK FOR THE PURPOSE OF ACQUIRING, MANAGING, MAINTAINING AND FACILITATING THE REDEVELOPMENT OF UNDERUTILIZED, VACANT, BLIGHTED, AND TAX-DELINQUENT PROPERTIES.

WHEREAS, the Mayor and the City Council of the City of Jackson, Mississippi (Governing Authorities), have met to consider support for certain proposed legislation during the 2021 Mississippi Legislative Session; and

WHEREAS, the Governing Authorities support certain legislation deemed worthy by the City of Jackson; and

WHEREAS, Jackson has roughly one hundred and six (106) square miles of land, with pockets of land varying in sizes, dedicated to industrial, commercial, and residential use; and

WHEREAS, many of these pockets of land contain brownfields, superfunds, vacated or abandoned industrial facilities, dilapidated, and blighted properties; and

WHEREAS, these troublesome areas have become targets for illegal dumping and breeding grounds for criminal activities; and

WHEREAS, the City of Jackson's inability to adequately address these problems has led to some residents and businesses struggling to maintain their presence in the City or altogether or leaving the City of Jackson, resulting in a loss to the City of Jackson's tax base; and

WHEREAS, "Land Banks" are public authorities or non-profit organizations created to acquire, hold, manage, and redevelop property in order to return the properties to productive use to meet community goals such as increasing affording housing or stabilizing property values; and; and

WHEREAS, Land Banks often provide marketable title to properties that were previously impossible to develop due to complicated liens and confusing ownership histories; and

WHEREAS, the governing authorities of the City of Jackson seek to improve the City's ability to foster more vibrant communities and remedy blight by establishing a Land Bank to acquire, manage, maintain, and facilitate the redevelopment of underutilized, vacant, blighted and tax-delinquent properties.

THEREFORE, BE IT RESOLVED, that the City Council for the City of Jackson, Mississippi accepts the recommendation of the Legislative Committee of the City Council and supports proposed legislative initiatives to be considered during the 2021 Session of the Mississippi Legislature that will give governing authorities of a municipality the authority to establish Land Banks for the purpose of acquiring, managing, maintaining and facilitating the redevelopment of underutilized, vacant, blighted, and tax-delinquent properties.

IT IS FURTHER RESOLVED, that the City Clerk is directed to provide a certified copy of this Resolution to each committee of the Mississippi Legislature to which such proposed legislation has been assigned, as well as a copy to each member of the Hinds County delegation.

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

Yeas – Banks, Foote, Lee, Lindsay, Stamps and Tillman.

Nays – None.

Absent – Stokes.

**RESOLUTION OF THE CITY OF JACKSON, MISSISSIPPI ENDORSING
AMENDMENT OF SECTION 27-65-241 OF THE MISSISSIPPI CODE TO
DEFINE THE TERM "MASTER PLAN," SETTING FORTH THE
REQUIREMENTS OF THE MASTER PLAN, AND ELABORATING THE
PROCESS FOR ITS ADOPTION AND AMENDMENT.**

WHEREAS, the City Council of the City of Jackson, Mississippi ("City of Jackson") has met to consider support for proposed legislation during the 2021 Mississippi Legislative Session; and

WHEREAS, Section 27-65-241 of the Mississippi Code currently includes general language providing that the Special Sales Tax Commission adopt a master plan with input from the City; and

WHEREAS, the generality of the language in the adopted statute about the master plan has led to disagreements between the Special Sales Tax Commission and the governing authorities of the City; and

WHEREAS, these disagreements could be avoided through a more comprehensive definition of the term "master plan," setting forth the requirements of such a master plan, and elaborating the process for its adoption and amendment.

THEREFORE, BE IT RESOLVED that the City of Jackson supports proposed legislation to be considered during the 2021 Session of the Mississippi Legislature amending Section 27-65-241 of the Mississippi Code to define the term "master plan," set forth the requirements of the master plan, and elaborate the process for its adoption and amendment.

IT IS FURTHER RESOLVED that the City Clerk is directed to provide a certified copy of this Resolution to each committee of the Mississippi Legislature to which such proposed legislation has been assigned, as well as a copy to each member of the Hinds County delegation.

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

Yeas – Banks, Foote, Lee, Lindsay, Stamps and Tillman.

Nays – None.

Absent – Stokes.

**RESOLUTION OF THE CITY OF JACKSON, MISSISSIPPI, IN SUPPORT
OF PROPOSED LEGISLATIVE REQUEST FOR FUNDS TO SUPPORT AND
IMPROVE THE JACKSON ZOOLOGICAL PARK.**

WHEREAS, the Mayor and the City Council of the City of Jackson, Mississippi ("City of Jackson"), has met to consider support for certain proposed legislation during the 2021 Mississippi Legislative Session; and

WHEREAS, the City Council resolves to support certain legislation deemed worthy by the City of Jackson; and

WHEREAS, the City of Jackson seeks to continue providing a sustainable quality of life for its citizens, and a thriving experience for its visitors; and

WHEREAS, the City of Jackson is a central place for tourism and economic growth with the Jackson Zoological Park ("Jackson Zoo") being a long-standing attraction; and

WHEREAS, over time, the Jackson Zoo has seen many challenges; however, at this time progress is being made; and

WHEREAS, the Jackson Zoo is not just a tourist attraction, it is a special place for education, discovery, family fun, and animal lovers; and

WHEREAS, the governing authorities for the City of Jackson believe that it imperative and necessary to request funds that promote continued growth at the Jackson Zoo; and

WHEREAS, the City is requesting funds to further develop the Jackson Zoo to expand its attractive reach, and to provide a thriving economic driver to the surrounding area; and

WHEREAS, the governing authorities of the City of Jackson seek to improve the City's ability to foster more vibrant communities and remedy issues at the Jackson Zoo.

THEREFORE, BE IT RESOLVED, that the City Council for the City of Jackson, Mississippi supports proposed legislative initiatives to be considered during the 2021 Regular Session of the Mississippi Legislature that request funds seeking to support and improve the Jackson Zoological Park, therefore enabling the City's ability to foster more vibrant attractions and drive redevelopment around the Jackson Zoological Park.

IT IS FURTHER RESOLVED, that the City Clerk is directed to provide a certified copy of this Resolution to each committee of the Mississippi Legislature to which such proposed legislation has been assigned, as well as a copy to each member of the Hinds County delegation.

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

President Banks recognized **Mayor Chokwe Antar Lumumba**, who gave a brief overview on said item.

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

Yeas – Banks, Foote, Lee, Lindsay, Stamps and Tillman.

Nays – None.

Absent – Stokes.

* * * * *

**ORDER AUTHORIZING THE MAYOR TO EXECUTE CHANGE REQUEST
NUMBER 3 WITH MYTHICS, INC., FOR SERVICES AND SOFTWARE
LICENSES NECESSARY TO UPGRADE THE WATER-SEWER BUSINESS
ADMINISTRATION UTILITY BILLING SOFTWARE.**

WHEREAS, support for the current version of the Water-Sewer Business Administration's utility billing software, CC&B, is being discontinued by Oracle, which requires the City to either upgrade its current billing software to the latest version or procure replacement utility billing software advertising for bids; and

WHEREAS, the process to procure replacement utility billing software will require the drafting of specifications for the needed utility billing software, advertisement for bids for the replacement software, a selection process, and City Council acceptance of the bid, which is estimated to take from twenty-four to thirty-six months; and

WHEREAS, due to the circumstances with the current Mueller-provided meter data management system, which interfaces with CC&B, WSBA, in consultation with the City's consultant, Michael Secor of The PREO Group, LLC, recommend that the City upgrade the existing software, which will include a replacement meter data management system that will work seamlessly with a variety of meters equipped with AMI capabilities; and

WHEREAS, the upgrade of CC&B, if performed by Mythics, Inc., and its subconsultant BOSS, is schedule to take only twelve months to complete; and

WHEREAS, The PREO Group and WSBA are recommending a single source procurement of the services and software licenses for the upgrade from Mythics, Inc., because (1) WSBA is in need of a solution to the existing Mueller customized meter data management system (which was an element of the City's claims in the Siemens lawsuit) as soon as possible; (2) Mythics, Inc. and their subconsultant BOSS are intimately familiar with the architecture and installation of the City's CC&B billing software because they successfully migrated the City's installation of CC&B from the City's failing physical servers to an Oracle Cloud environment, where CC&B is now stable and operating normally; (3) because of Mythics, Inc.'s, intimate familiarity with the City's installation of CC&B, they are the only Oracle-authorized vendor for the upgrade who will be able to complete the project within twelve months; (4) Mythics, Inc., is the Oracle-authorized vendor that Oracle most trusts to successfully install the upgrade of CC&B version 2.5 to C2M version 2.7, including the installation of the new meter data management module; (5) based on The Preo Group's review, engaging in a competitive bidding process for the upgrade would result in a minimum of seven (7) additional months to complete; (8) because of the complexity of this upgrade, the cost of the services for the upgrade is two and one-half times the cost of the software licenses, indicating that this is predominately a procurement of services rather than the purchase of software; and

WHEREAS, Mythics, Inc., whose principal business address is Town Center of Virginia Beach, 4525 Main Street, Suite 1500, Virginia Beach, Virginia 23462, has proposed to provide the services and the software licenses necessary to upgrade CC&B version 2.5 to C2M version 2.7 as a change request to the agreement to migrate CC&B to Oracle Cloud Infrastructure for a cost not to exceed \$8,656,196.65; and

WHEREAS, the City consultant for the utility billing system remediation project, Michael Secor of The PREO Group, LLC has reviewed Mythics, Inc.'s, proposal and concurs in the recommendation of WSBA to accept the proposal of Mythics, Inc.

IT IS, THEREFORE, ORDERED that a single source procurement for services and software licenses needed to upgrade the City's utility billing software, CC&B version 2.5 to C2M version 2.7 is authorized because (1) WSBA is in need of a solution to the existing Mueller customized meter data management system (which was an element of the City's claims in the Siemens lawsuit) as soon as possible; (2) Mythics, Inc., and their subconsultant BOSS are intimately familiar with the architecture and installation of the City's CC&B billing software because they successfully migrated the City's installation of CC&B from the City's failing physical servers to an Oracle Cloud environment, where CC&B is now stable and operating normally; (3) because of Mythics, Inc.'s intimate familiarity with the City's installation of CC&B, they are the only Oracle-authorized vendor for the upgrade who will be able to complete the project within twelve months; (4) Mythics, Inc., is the Oracle-authorized vendor that Oracle most trusts to successfully install the upgrade of CC&B version 2.5 to C2M version 2.7, including the installation of the new meter data management module; (5) based on The PREO Group's review, engaging in a competitive bidding process for the upgrade would result in a minimum of seven (7) additional months to complete; (8) because of the complexity of this upgrade, the cost of the services for the upgrade is two and one-half times the cost of the software licenses, indicating that this is predominately a procurement of services rather than the purchase of software.

IT IS FURTHER ORDERED that the Mayor is authorized to execute Change Request Number 3 with Mythics, Inc., to upgrade the City's utility billing software, CC&B version 2.5 to C2M version 2.7 for a cost not to exceed \$8,656,196.65.

IT IS FURTHER ORDERED that the Mayor is authorized to execute all additional documents necessary for the completion of the work under Change Request Number 3, provided that such documents do not increase the not-to-exceed amount authorized in this order.

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

Yeas – Banks, Foote, Lee, Lindsay, Stamps and Tillman.

Nays – None.

Absent – Stokes.

* * * * *

ORDER AUTHORIZING THE MAYOR TO ACCEPT THE PROPOSAL OF ARTHUR J. GALLAGHER RISK MANAGEMENT SERVICES, INC., (HEREAFTER “GALLAGHER”) AND ENTER INTO AN AGREEMENT WITH GALLAGHER TO PROVIDE CONSULTING SERVICES FOR THE CITY OF JACKSON’S MEDICAL & DENTAL PLANS FOR ACTIVE AND RETIRED CITY EMPLOYEES DURING THE 2021 & 2022 PLAN YEARS.

WHEREAS, the City of Jackson has had a contractual relationship with Gulf States Administrators to provide consulting services for its medical and dental plans for several years; and

WHEREAS, the principal of Gulf States Administrators - Ed Kahalley informed the Department of Personnel Management that he will be retiring and discontinue providing services effective December 31, 2020 when the current medical and dental plan year ends; and

WHEREAS, the Department of Personnel Management informally solicited a Request For Information (RFI) from four (4) entities concerning the provision of consulting services and provision of a GASB 75 report; and

WHEREAS, the four (4) entities solicited to provide information were (1) BXS Insurance Consulting (2) Fisher Brown Bottrell (3) Gallagher and (4) Ross & Yerger; and

WHEREAS, the Department of Personnel Management received responses to the Request for Information solicitation on November 3, 2020; and

WHEREAS, BXS provided the following response concerning the provision of consulting services and the GASB 75 report:

BXS INSURANCE: Contract Basis 01/01/2021-12/31/2021
Maximum: \$150,000.00 Annually billed Monthly Premium of \$12,500
GASB 75: \$13,000.00
TOTAL: \$163,000.00

WHEREAS, Fisher Brown Bottrell provided the following response concerning the provision of consulting services and the GASB 75 report:

FISHER BROWN BOTTRELL: Contract Basis 01/01/2021-12/31/2021
Maximum: \$80,000 Annually billed Monthly Premium of approximately \$6,700
GASB 75: \$23,000.00
TOTAL: \$103,000.00

WHEREAS, Ross and Yerger, provided the following response concerning the provision of consulting services and the GASB 75 report:

ROSS & YERGER: Contract Basis 01/01/2021-12/31/2021
Maximum: \$40,000 Annually billed Monthly Premium of approximately \$3,300
GASB 75: \$16,000.00
TOTAL: \$66,000.00

WHEREAS, Arthur Gallagher Risk Management Services Inc., provided the following response concerning the provision of consulting services and the GASB 75 report:

GALLAGHER: Contract Basis 01/01/2021-12/31/2022

Year 1

Medical, Dental, and GASB 75 services provided at an annual fee of \$40,400
3% commission on reinsurance estimated at \$15,600
Life Insurance commission as the new broker of record
Maximum
GASB 75: \$10,000.00
TOTAL: \$76,000.00

Year 2

Medical, Dental, and GASB 75 services provided at an annual fee of \$44,400
3% commission on reinsurance estimated at \$15,600
Life Insurance commission as the new broker of record
Maximum
GASB 75: \$10,000.00
TOTAL: \$80,000.00

WHEREAS, Gallagher Risk Management Services is located at 1076 Highland Colony Parkway, Suite 300 Ridgeland, MS 39157 and indicated in its response that Conner Gunn will be the principal consultant but the area President, Tracee McPherson will serve as a co-consultant; and

WHEREAS, the proposal of Ross and Yerger is the least in cost; and

WHEREAS, Ross and Yerger currently provides insurance products to the City of Jackson, which raises the question of its ability to provide independent recommendations on the medical and dental plans; and

WHEREAS, Gallagher Risk Management Services proposal is the next least expensive in cost for the services sought to be retained;

WHEREAS, it is recommended that the City accept the response of Gallagher Risk Risk Management Services and execute a contract for consulting services and the provision of the GASB 75.

IT IS, THEREFORE, ORDERED that Option # 3 contained with the offer Gallagher to provide professional consulting services to the City of Jackson's Medical and Dental Plan, and process the GASB 75 report on the basis of single and family coverage for active and retired city employees participating in the City's self-funded health insurance plan be accepted.

IT IS FINALLY ORDERED that the Mayor be authorized to execute the necessary documents to effectuate said insurance.

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

President Banks recognized **Mayor Chokwe Antar Lumumba**, who gave a brief overview on said item.

President Banks recognized **Robert Blaine**, Chief Administrative Officer, who recommended an amendment.

President Banks recognized **Roderick Oliver**, Personnel Department Benefit Coordinator, who gave a brief overview on said item.

Council Member Tillman moved to amend said order to reflect changes as stated by the Chief Administrative Officer.

Note: Said motion failed due to the lack of majority of second.

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

Yeas – None.

Nays – Banks, Foote, Lee, Lindsay, Stamps and Tillman.

Absent – Stokes.

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

ORDER AUTHORIZING THE DONATION OF MATCHING CONTRIBUTIONS TO VARIOUS ORGANIZATIONS FOR DEVELOPMENT AND SUPPORT OF ARTS AND AUTHORIZING THE MAYOR TO EXECUTE CONTRACTS WITH VARIOUS ORGANIZATIONS.

WHEREAS, Section 39-15-1 of the Mississippi Code of 1972 as amended authorizes municipal governing authorities to expend monies from the general fund to match any other funds for the purpose of supporting the development, promotion, and coordination of the arts in the municipality; and

WHEREAS, the governing authorities for the City of Jackson budgeted funds for the 2020-2021 fiscal year for the promotion and development of the arts; and

WHEREAS, the budgeted funds were subject to be allocated on a competitive basis; and

WHEREAS, interested organizations were notified of the availability of the funds and invited to apply; and

WHEREAS, the administration recommends that the budgeted funds be awarded to the following organizations:

Arts & Cultural Grants	
Jackson Indie Music Week	\$10,000.00
General Missionary Baptist State Convention	\$10,000.00
Young Gifted & Empowered	\$7,725.00
TOTAL	\$27,725.00

IT IS THEREFORE ORDERED that the budgeted funds for the 2020-2021 City of Jackson's Fiscal Year for the promotion and development of the arts are hereby awarded to the following organizations:

Arts Grants & Cultural Grants	
Jackson Indie Music Week	\$10,000.00
General Missionary Baptist State Convention	\$10,000.00
Young Gifted & Empowered	\$7,725.00
TOTAL	\$27,725.00

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

Yeas – Banks, Foote, Lee, Lindsay, Stamps and Tillman.

Nays – None.

Absent – Stokes.

ORDER AUTHORIZING MAYOR TO EXECUTE AN AMENDED SUBGRANT AGREEMENT WITH SENIOR SERVICE AMERICA, INC., (SSAI) IN THE AMOUNT OF \$76,675 FOR THE CITY TO SPONSOR A SENIOR AIDES PROGRAM FOR THE 2020-2021 FISCAL YEAR.

WHEREAS, the City of Jackson has implemented a Senior AIDES Program since 1972; and

WHEREAS, the Senior AIDES Program offers part-time employment training opportunities to low income individuals fifty-five (55) years of age or older; and

WHEREAS, the City has been awarded \$76,675.00 in grant funding to further the Senior AIDES Program for a six-month period beginning July 1, 2020 through December 31, 2020 for fiscal year 2020 - 2021; and

WHEREAS, a match of \$9,884.00 is required from the City of Jackson; and

WHEREAS, the program will enroll senior citizens in a four county service area: Hinds, Rankin, Scott, and Warren.

THEREFORE, BE IT ORDERED that the Mayor be authorized to execute an amended subgrant agreement with SSAI for additional funding in the amount of \$76,675.00 for a six month period beginning July 1, 2020 through December 31, 2020 to sponsor a Senior AIDES Program for the 2020-2021 fiscal year.

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

President Banks recognized **Mayor Chokwe Antar Lumumba**, who gave a brief overview on said item.

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

Yeas – Banks, Foote, Lee, Lindsay, Stamps and Tillman.

Nays – None.

Absent – Stokes.

ORDER AUTHORIZING THE SUBMISSION OF A GRANT APPLICATION TO THE UNITED STATES CONFERENCE OF MAYORS (USCOM).

WHEREAS, United States Conference of Mayors (“USCOM”) issued a request for proposals for programs and initiatives to support childhood obesity prevention; and

WHEREAS, USCOM plans to support a grant award of One Hundred and Seventy-Five Thousand Dollars (\$175,000.00) provided directly to the organizations chosen, although grant sizes will vary; and

WHEREAS, said funding must ensure increasing kids’ and families’ access to fresh fruits and vegetables, through the development of school and community gardens, and /or programs that support farmers’ markets and/ or free or low-cost fruit and vegetable distribution in affected communities in chosen cities; and

WHEREAS, USCOM’s goal is to support programs that engage community members and promote or stimulate behavior change; and

WHEREAS, the Department of Human and Cultural Services recommends the submission of the USCOM grant on behalf of the City of Jackson, Mississippi; and

WHEREAS, the City is not required to provide a match.

IT IS THEREFORE ORDERED that the Mayor is authorized to execute any and all documents necessary for submission of the USCOM grant for childhood obesity prevention and access to healthy food initiatives to support citizens of the City of Jackson.

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

Yeas – Banks, Foote, Lee, Lindsay, Stamps and Tillman.

Nays – None.

Absent – Stokes.

RESOLUTION DESIGNATING APPLICANT AGENT FOR PUBLIC ASSISTANCE ON BEHALF OF THE CITY OF JACKSON, MISSISSIPPI.

WHEREAS, on February 14, 2020, a local emergency was declared by the governing authorities of the City of Jackson, Mississippi due to extensive flooding from the Pearl River; and

WHEREAS, on March 13, 2020, a local emergency was declared by the governing authorities of the City of Jackson, Mississippi due to the Covid-19 pandemic; and

WHEREAS, in order for the City of Jackson, Mississippi to receive public assistance from the Mississippi Emergency Management Agency and the Federal Emergency Management Agency, an applicant agent must be designated to act on behalf of the City; and

WHEREAS, the applicant agent cannot be the Certifying Official, which is Mayor Chokwe Antar Lumumba; and

WHEREAS, the Administration recommends Keyshia Sanders be designated as the Applicant Agent for Public Assistance.

IT IS, THEREFORE, ORDERED that Keyshia Sanders is designated as the Applicant Agent for Public Assistance for the declared local emergencies on February 14, 2020 and March 13, 2020, respectively.

IT IS FURTHER ORDERED that the Mayor is authorized to execute the Federal Funding Accountability and Transparency Act of 2006 Reporting Form, Designation of Applicant Agent for Public Assistance Form, State-Local Disaster Assistance Agreement, and any and all other documents related to the same.

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

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

Nays – None.

Absent – Stokes and Tillman.

Note: **Council Member Tillman** left the meeting during discussion.

ORDER AUTHORIZING PAYMENT OF INVOICES FOR CERTAIN SERVICES AND COMMODITIES PURCHASED FOR THE PURPOSE OF ADVANCING THE PUBLIC HEALTH, SAFETY AND WELFARE OF THE CITY OF JACKSON DURING THE COVID-19 PANDEMIC.

WHEREAS, on March 14, 2020, the Governor of the State of Mississippi, pursuant to Section 35-15-11(b)(17) of the Mississippi Code of 1972, as amended, declared that a state of emergency exists within the State of Mississippi because of the spread of the COVID-19 virus; and

WHEREAS, the Mayor of the City of Jackson declared a civil emergency in the City of Jackson pursuant to Section 45-17-3 of the Mississippi Code based on the COVID-19 pandemic beginning March 16, 2020; and

WHEREAS, the Jackson City Council declared a state of local emergency throughout the City of Jackson, and the areas encompassed by the boundaries of the City of Jackson pursuant to Section 33-15-17(d) of the Mississippi Code based on the COVID-19 pandemic beginning March 16, 2020; and

WHEREAS, City of Jackson personnel procured various emergency services and commodities pursuant to Section 31-7-13(k) of the Mississippi Code of 1972, in full cooperation with the March 16, 2020 Proclamation of Civil Emergency; and

WHEREAS, said services and commodities were purchased for the purpose of urgently advancing the public health, safety and welfare of the City of Jackson during the COVID-19 pandemic from vendors and in amounts as follows:

GLASS PLUS, LLC 4167 NORTHVIEW DR. JACKSON, MS 39206	Plexiglass for City Offices	\$710.00
STAFFERS POST OFFICE BOX 16466 JACKSON, MS 39236-6466	COVID-19 Temporary Staff	\$660.49
L&N ENTERPRISES LLC 123 BICKHAM LN FLORENCE, MS 39073	Deep Cleaning and Weekly Spray Services for COVID-19	\$514,232.29
JACKSON PAPER COMPANY 4400-C MANGUM DRIVE FLOWOOD, MS 39232	COVID-19 Disinfecting Supplies	\$1,930.53
CINTAS POST OFFICE BOX 630921 CINCINNATI, OH 45263-0921	Weekly Spray and Hand Sanitizing Services	\$39,227.18
BUSINESS AND OFFICE KONNECTIONS P O BOX 13453 JACKSON, MS 39236-3453	COVID-19 Disinfecting Supplies	\$1,390.00
SGE COVID SOLUTIONS 2659 LIVINGSTON RD. JACKSON, MS 39110	COVID-19 Disinfecting Supplies	\$20,625.00

IT IS, THEREFORE, ORDERED, payment of the invoices identified herein for the purpose of urgently advancing the public health, safety and welfare of the City of Jackson during the COVID-19 pandemic is hereby authorized.

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

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

Nays – None.

Absent – Stokes and Tillman.

* * * * *

**ORDER TO AWARD THE CONTRACT FOR THE PUBLICATION OF LEGAL
NOTICES OF THE CITY OF JACKSON FOR THE CALENDAR YEAR 2021.**

WHEREAS, on December 8, 2020, the City received one (1) sealed bid from The Mississippi Link for the publication of legal notices of the City required by law to be published in the 2021 calendar year; and

WHEREAS, The Mississippi Link submitted the lowest bid, it being in the amount of \$0.020000 per word for the first publication; \$0.040000 per word for the second publication; and \$0.000000 per word for the third publication, with a \$0.00 charge for the proof of publication; and

WHEREAS, the Council finds that The Mississippi Link satisfies the statutory requirements set forth in Section 13-3-31, Miss. Code of 1972, as amended, for newspaper printing of legal publications.

IT IS, THEREFORE ORDERED that the bid of The Mississippi Link in the amount of \$0.020000 per word for the first publication; \$0.040000 per word for the second publication; and \$0.000000 per word for the third publication, with a \$0.00 charge for the proof of publication be accepted as the lowest and best bid.

IT IS FURTHER ORDERED that the City Clerk be authorized to publish legal notices as required by law to be published during the period January 1, 2021 through December 31, 2021, in said newspaper on an item-by-item basis as best suits the needs and convenience of the City, and in accordance with the applicable law thereto.

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

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

Nays – None.

Absent – Stokes and Tillman.

* * * * *

ORDER AUTHORIZING THE MAYOR TO EXECUTE A FORTY EIGHT (48) MONTH RENTAL AGREEMENT WITH RJ YOUNG FOR A CANON IMAGE RUNNER ADVANCE DX4751i COPIER/PRINTER TO BE USED BY THE JACKSON FIRE DEPARTMENT FIRE MARSHAL DIVISION.

WHEREAS, the City of Jackson, Mississippi, desires to enter into a 48-month rental agreement for a Canon Image Runner Advance DX 4751i Copier/Printer to be housed in the Jackson Fire Department, Fire Marshal Division; and

WHEREAS, RJ Young, provides through, state contract 8200050618, a Canon Imagine Runner Advance DX 4751i Copier/Printer

WHEREAS, 3.0. RJ Young agrees to pay all non-priority, ground shipping, transportation, rigging and drayage charges for the equipment from the equipment's place of manufacture to the installation address of the equipment as specified under this Agreement. If any form of express shipping method is requested, it will be paid for by Customer.

WHEREAS, 4.0. While in transit, RJ Young shall assume and bear the entire risk of loss and damage to the equipment from any cause whatsoever. If, during the period the equipment is in Customer's possession, due to gross negligence of the customer, the equipment is lost or damaged, then, the customer shall bear the cost of replacing or repairing said equipment.

WHEREAS, 5.B. At the time of delivery and during the period RJ Young is responsible for maintenance of the equipment, the equipment installation site must conform to RJ Young published space, electrical and environmental requirements; and the Customer agrees to provide, at no charge, reasonable access to the equipment and to a telephone for local or toll free calls.

WHEREAS, 6.0. The rental term for each item of equipment shall be that as stated in the Exhibit A to be attached to the contract, which is 48 months. If the Customer desires to continue renting the equipment at the expiration of the original rental agreement, the Customer must enter into a new rental agreement which shall be separate from this Agreement. There will be no automatic renewals allowed. There shall be no option to purchase.

WHEREAS, 10.A. If RJ Young is responsible for providing equipment services, maintenance services (except for time and materials), or warranty service: (1) RJ Young shall install and maintain the equipment and make all necessary adjustments and repairs to keep the equipment in good working order. (2) Parts required for repair may be used or reprocessed in accordance with Vendor's specifications and replaced parts and the property of RJ Young, unless otherwise specifically provided on the price lists. (3) Services will be provided during Customer's usual business hours.

(4) If applicable, Customer will permit RJ Young to install, at no cost to Customer, all retrofits designated by RJ Young as mandatory or which are designed to insure accuracy of meters.

WHEREAS, 10.B. The following is not within the scope of services: (1) Provision and installation of optional retrofits. (2) Services connected with equipment relocation. (3) Installation/removal of accessories, attachments or other devices. (4) Exterior painting or refinishing of equipment. (5) Maintenance, installation or removal of equipment or devices not provided by RJ Young. (6) Performance of normal operator functions as described in applicable Vendor operator manuals. (7) Performance of services necessitated by accident; power failure; unauthorized alteration of equipment or software; tampering; service by someone other than RJ Young; causes other than ordinary use; electrical, or electronic or Interconnection of equipment by electrical, or electronic or mechanical means with non-compatible equipment, or failure to use

operating system software. If RJ Young provides, at the request of the Customer, any of these services noted above, the Customer may be billed by RJ Young at a rate not to exceed the Master State Pries Agreement between the Vendor and the State of Mississippi, or in the absence of such agreement at the then current time and materials rates.

WHEREAS, 23.0. This Agreement may be terminated as follows: (a) Customer and Vendor mutually agree to the termination, or (b) If either party fails to comply with the terms and conditions of this Agreement and that breach continues for thirty (30) days after the defaulting party receives written notice from the other party, then the non-defaulting party has the right to terminate this Agreement. The non-defaulting party may also pursue any remedy available to it in law or in equity. Upon termination, all obligations of Customer to make payments required hereunder shall cease.

WHEREAS, 24.0. It is expressly understood and agreed that the obligation of the Customer to proceed under this Agreement is conditioned upon the appropriation of funds by the Mississippi State Legislature and the receipt of state and/or federal funds. If the funds anticipated for the continuing fulfillment of the agreement are, at any time, not forthcoming or insufficient either through the failure of the federal government to provide funds or of the State of Mississippi to appropriate funds or the discontinuance of material alteration of the program under which funds were provided or if funds are not otherwise available to the Customer, the Customer shall have the right upon ten (10) working days written notice to the Vendor, to terminate this Agreement without damages, penalty, cost or expenses to the Customer of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.

WHEREAS, 26.0. Vendor warrants that the equipment, when operated according to the manufacturer's specifications and documented instructions shall perform the functions indicated b the specifications and documented literature. RJ Young may be held liable for any damages caused by failure of the equipment to function according to specifications and documented literature published by the manufacturer of the equipment.

WHEREAS, 28.0. RJ Young must properly format the hard drive, deleting all information, or replace the hard drive with a new hard drive prior to storing or re-selling the equipment. The Customer may request to retain the hard drive for a nominal fee. RJ Young will supply written notification to the Customer that all data has been made inaccessible. This notification must be provided with forty-five (45) days of the equipment being returned to the Vendor.

IT IS HEREBY ORDERED, that the Mayor be authorized to execute the necessary documents with RJ Young, providing for a 48-month rental of a Canon Imagine Runner Advance DX 4751i Copier/Printer, at a cost of \$152.00 per month and \$0.0077 per b/w page, which includes, all parts, labor, drums, developer, & toner.

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

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

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

Nays – None.

Absent – Stokes and Tillman.

ORDER AUTHORIZING THE MAYOR TO EXECUTE A FORTY EIGHT (48) MONTH RENTAL AGREEMENT WITH RJ YOUNG FOR A CANON IMAGE RUNNER 1643iF COPIER/PRINTER TO BE USED BY THE JACKSON FIRE DEPARTMENT FIRE GARAGE.

WHEREAS, the City of Jackson, Mississippi, desires to enter into a 48-month rental agreement for a Canon Image Runner Advance DX 4751i Copier/Printer to be housed in the Jackson Fire Department, Fire Marshal Division; and

WHEREAS, RJ Young, provides through, state contract 8200050618, a Canon Imagine Runner 1643iF Copier/Printer

WHEREAS, 3.0. RJ Young agrees to pay all non-priority, ground shipping, transportation, rigging and drayage charges for the equipment from the equipment's place of manufacture to the

installation address of the equipment as specified under this Agreement. If any form of express shipping method is requested, it will be paid for by Customer.

WHEREAS, 4.0. While in transit, RJ Young shall assume and bear the entire risk of loss and damage to the equipment from any cause whatsoever. If, during the period the equipment is in Customer's possession, due to gross negligence of the customer, the equipment is lost or damaged, then, the customer shall bear the cost of replacing or repairing said equipment.

WHEREAS, 5.B. At the time of delivery and during the period RJ Young is responsible for maintenance of the equipment, the equipment installation site must conform to RJ Young published space, electrical and environmental requirements; and the Customer agrees to provide, at no charge, reasonable access to the equipment and to a telephone for local or toll free calls.

WHEREAS, 6.0. The rental term for each item of equipment shall be that as stated in the Exhibit A to be attached to the agreement, which is 48 months. If the Customer desires to continue renting the equipment at the expiration of the original rental agreement, the Customer must enter into a new rental agreement which shall be separate from this Agreement. There will be no automatic renewals allowed. There shall be no option to purchase.

WHEREAS, 10.A. If RJ Young is responsible for providing equipment services, maintenance services (except for time and materials), or warranty service: (1) RJ Young shall install and maintain the equipment and make all necessary adjustments and repairs to keep the equipment in good working order. (2) Parts required for repair may be used or reprocessed in accordance with Vendor's specifications and replaced parts and the property of RJ Young, unless otherwise specifically provided on the price lists. (3) Services will be provided during Customer's usual business hours.

(4) If applicable, Customer will permit RJ Young to install, at no cost to Customer, all retrofits designated by RJ Young as mandatory or which are designed to insure accuracy of meters.

WHEREAS, 10.B. The following is not within the scope of services: (1) Provision and installation of optional retrofits. (2) Services connected with equipment relocation. (3) Installation/removal of accessories, attachments or other devices. (4) Exterior painting or refinishing of equipment. (5) Maintenance, installation or removal of equipment or devices not provided by RJ Young. (6) Performance of normal operator functions as described in applicable Vendor operator manuals. (7) Performance of services necessitated by accident; power failure; unauthorized alteration of equipment or software; tampering; service by someone other than RJ Young; causes other than ordinary use; electrical, or electronic or Interconnection of equipment by electrical, or electronic or mechanical means with non-compatible equipment, or failure to use operating system software. If RJ Young provides, at the request of the Customer, any of these services noted above, the Customer may be billed by RJ Young at a rate not to exceed the Master State Pries Agreement between the Vendor and the State of Mississippi, or in the absence of such agreement at the then current time and materials rates.

WHEREAS, 23.0. This Agreement may be terminated as follows: (a) Customer and Vendor mutually agree to the termination, or (b) If either party fails to comply with the terms and conditions of this Agreement and that breach continues for thirty (30) days after the defaulting party receives written notice from the other party, then the non-defaulting party has the right to terminate this Agreement. The non-defaulting party may also pursue any remedy available to it in law or in equity. Upon termination, all obligations of Customer to make payments required hereunder shall cease.

WHEREAS, 24.0. It is expressly understood and agreed that the obligation of the Customer to proceed under this Agreement is conditioned upon the appropriation of funds by the Mississippi State Legislature and the receipt of state and/or federal funds. If the funds anticipated for the continuing fulfillment of the agreement are, at any time, not forthcoming or insufficient either through the failure of the federal government to provide funds or of the State of Mississippi to appropriate funds or the discontinuance of material alteration of the program under which funds were provided or if funds are not otherwise available to the Customer, the Customer shall have the right upon ten (10) working days written notice to the Vendor, to terminate this Agreement without damages, penalty, cost or expenses to the Customer of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.

WHEREAS, 26.0. Vendor warrants that the equipment, when operated according to the manufacturer's specifications and documented instructions shall perform the functions indicated by the specifications and documented literature. RJ Young may be held liable for any damages caused by failure of the equipment to function according to specifications and documented literature published by the manufacturer of the equipment.

WHEREAS, 28.0. RJ Young must properly format the hard drive, deleting all information, or replace the hard drive with a new hard drive prior to storing or re-selling the equipment. The Customer may request to retain the hard drive for a nominal fee. RJ Young will supply written notification to the Customer that all data has been made inaccessible. This notification must be provided with forty-five (45) days of the equipment being returned to the Vendor.

IT IS HEREBY ORDERED, that the Mayor be authorized to execute the necessary documents with RJ Young, providing for a 48-month rental of a Canon Imagine Runner 1643iF Copier/Printer, at a cost of \$22.00 per month and \$0.0185 per b/w page, which includes, all labor, parts, toner, developer & drums.

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

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

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

Nays – None.

Absent – Stokes and Tillman.

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ORDER PROPOSING A PRICING FEE PROPOSAL FOR THE GROVE PARK MUNICIPAL GOLF COURSE AND ALSO TO RECOMMEND PRICING ADJUSTMENTS FOR THE PETE BROWN GOLF FACILITY, EFFECTIVE JANUARY 1, 2021.

WHEREAS, it is the goal of the City of Jackson, Department of Parks and Recreation, is to provide quality golf experiences for all patrons and guests, utilizing our greens at the Pete Brown Golf Facility and Grove Park Municipal Golf Course; and

WHEREAS, the changes will allow for a combined membership at both courses; and

WHEREAS, currently, most of the fees are the same; and

WHEREAS, changing the range fee provides more clarity for the public; thereby, will attract more public participation; and

WHEREAS, currently, the range fees are charged by the bucket, and this proposal will allow both courses to charge by the token, which is easier for everyone to understand; and

WHEREAS, the number of tokens equates to the number of buckets, adjusting the prices so that the customer continues to receive the same value; and

WHEREAS, the City of Jackson, Department of Parks and Recreation is submitting the pricing proposal and pricing adjustments in the Pricing Proposal for Grove Park Municipal Golf Course and Pricing Adjustments for Pete Brown Golf Facility listed in below chart.

IT IS HEREBY ORDERED that the proposed fee revision for the City of Jackson, Department of Parks and Recreation, be hereby ratified and adopted as provided in the following chart:

Pricing Proposal For Grove Park & Pricing Adjustments For Pete Brown

	Pete Brown Current	Pete Brown Proposed		Grove Park Proposed	Combined Membership Proposed
18-Hole- Greens Fee Weekday	\$12.50	No Change		\$10.00	
9-Hole-Greens Fee Weekday	\$10.50	No Change		\$8.00	
18-Hole-Greens Fee Weekend	\$14.50	No Change		\$12.00	
9-Hole-Greens Fee Weekend	\$14.50	\$12.50		\$10.00	
City of Jackson Employees	\$0.00	\$0.00		\$0.00	
18-Hole Cart-\$25 Per Cart	\$12.50 Per Person/Shared	No Change		\$12.50 Per Person/Shared	
9-Hole Cart-\$12.50 Per Cart	\$6.25 Per Person/Shared	No Change		\$6.25 Per Person/Shared	
Annual w/Single Rider Cart	\$950.00	No Change		\$850.00	\$1,600.00
Annual w/Single Rider Senior	\$720.00	No Change		\$650.00	\$1,250.00
Discount - (If paying in Jan/Feb)	\$900/\$670	Eliminate		-	
Annual w/Shared Cart	\$750.00	No Change		\$675.00	\$1,275.00
Annual w/Shared Cart Senior	\$570.00	No Change		\$500.00	\$975.00
Discount – (If paying in Jan/Feb)	\$700/\$520	Eliminate		-	-
Monthly-(Cart not included)	\$50.00	No Change		\$45.00	\$85.00
Monthly Senior-(Cart not included)	\$35.00	No Change		\$30.00	\$55.00
Monthly College- (Cart not included)	-	\$35.00		\$30.00	\$55.00
Range - Single Token (30 balls)	\$3.50	\$4.00			
Two Tokens (60 balls)	\$5.00	\$6.00			
Three Tokens (90 balls)	\$8.50	\$8.00			
Four Tokens (120 balls)	\$12.50	\$10.00			
(\$4 first token then \$2 thereafter)					
Twilight (Summer after 3/Winter after 1:00 p.m.)	\$20.00	\$20.00			

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

President Banks recognized **Robert Blaine**, Chief Administrative Officer, who gave a brief overview on said item.

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

Yeas – Banks, Foote, Lee, Lindsay, Stamps and Tillman.

Nays – None.

Absent – Stokes.

Note: Council Member Tillman returned to the meeting during discussion.

ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT BETWEEN THE CITY OF JACKSON, MISSISSIPPI, PARKS AND RECREATION DEPARTMENT, AND GOLFNOW, LLC, A FREE WEB DESIGN COMPANY AT THE GROVE PARK MUNICIPAL GOLF COURSE AND PETE BROWN GOLF FACILITY.

WHEREAS, the City of Jackson, Mississippi (“City of Jackson”), entered into an Agreement with GolfNow, LLC, to provide a free software package that provided users the ability to make reservations, as well as pay for services online; and

WHEREAS, this agreement was initially approved by the Jackson City Council on August 28, 2018, and has since expired; and

WHEREAS, GolfNow, LLC has offered to continue to provide a free software package, which will be an upgrade to the present computer point of sale system at the Pete Brown Golf Facility and a new computer point of sale system at the Grove Park Municipal Golf Course; and

WHEREAS, this is a state-of-the-art system, enabling customers to book, pay and check-in via the internet using various mobile devices; and

WHEREAS, this system is useful during the COVID-19 pandemic by allowing customers to check-in from the parking lot without physically entering the building; and

WHEREAS, the cost of the software, training and technical support is free; and

WHEREAS, the initial term of this Agreement shall commence on the effective date and shall expire three (3) years thereafter; and

WHEREAS, the Department of Parks and Recreation recommends the execution of the Agreement with GolfNow, LLC.

NOW, THEREFORE, IT IS HEREBY ORDERED that the Mayor is authorized to execute an Agreement, and such other documents as necessary with GolfNow, LLC, to obtain Golf Now’s “Gotta Play” technology, at no cost to the City of Jackson - Department of Parks and Recreation at the Pete Brown Golf Facility and Grove Park Municipal Golf Course.

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

Yeas – Banks, Foote, Lee, Lindsay, Stamps and Tillman.

Nays – None.

Absent – Stokes.

ORDER AMENDING THE DECEMBER 8, 2020 ORDER RATIFYING THE ACCEPTANCE OF ARMED SECURITY GUARD SERVICES FROM CCSI SECURITY FOR SERVICES RENDERED AT THE PETE BROWN GOLF AND THE PARK MAINTENANCE DIVISION FACILITIES, FROM OCTOBER 16, 2020 THROUGH NOVEMBER 30, 2020, AND AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH CCSI SECURITY SERVICES FOR ARMED SECURITY GUARD SERVICES AT BOTH FACILITIES.

WHEREAS, the City of Jackson, Department of Parks and Recreation takes great pride in the security, care and maintenance of our park facilities by providing year-round Armed Security

Guard Services, to ensure our patrons are safe with the ability to partake in a pleasing and enjoyable experience; and

WHEARAS, the contract agreement has expired; and

WHEREAS, on December 8, 2020, an "Order Ratifying the Acceptance of Armed Security Guard Services from CCSI Security for Services Rendered at the Pete Brown Golf and the Park Maintenance Division Facilities, from October 16, 2020 through November 30, 2020, and Authorizing the Mayor To Execute An Agreement With CCSI Security Services for Armed Security Guard Services At Both Facilities" was approved and authorized by the governing authorities, with said Order honoring invoices received from CCSI Security, to be paid from a period of August 1, 2020 through November 30, 2020; and

WHEREAS, the December 8, 2020, agenda item also authorized the Mayor to execute an agreement with CCSI Security for Armed Security Guard Services at the Pete Brown Golf Facility aka Sonny Guy Golf Course and the Park Maintenance Division Facility for a period of December 1, 2020 through January 31, 2021, at a cost not to exceed Eighteen Thousand Dollars (\$18,000.00) from Account 005-504.10-6420; and

WHEREAS, the wrong account was included in the December 8, 2020 Order, and the correct account number is Account No. 005-504.10-6420.

IT IS, THEREFORE, ORDERED that the December 8, 2020 "Order Ratifying the Acceptance of Armed Security Guard Services from CCSI Security for Services Rendered at the Pete Brown Golf and the Park Maintenance Division Facilities, from October 16, 2020 through November 30, 2020, and Authorizing the Mayor To Execute An Agreement With CCSI Security Services for Armed Security Guard Services At Both Facilities" is hereby amended to replace the incorrect account number with the correct account number which is Account Number 005-504.10-6420.

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

Yeas – Banks, Foote, Lee, Lindsay, Stamps and Tillman.

Nays – None.

Absent – Stokes.

* * * * *

ORDER RATIFYING THE ACCEPTANCE OF SECURITY AND ALARM MONITORING SERVICES FROM JOHNSON CONTROLS SECURITY SOLUTIONS FOR SERVICES RENDERED TO BATTLEFIELD PARK COMMUNITY CENTER, GROVE PARK COMMUNITY CENTER, JAYNE AVENUE COMMUNITY CENTER, VERGY P. MIDDLETON COMMUNITY CENTER AND MEDGAR EVERS GYMNASIUM.

WHEREAS, the City of Jackson, Department of Parks and Recreation is attempting to avoid costly burglaries and instances of vandalism issues; and

WHEREAS, the previous agenda item honored invoices received from Johnson Controls Security Solutions, to be paid a term period of May 1, 2020 through September 30, 2020; and

**SPECIAL MEETING OF THE CITY COUNCIL
TUESDAY, DECEMBER 22, 2020 10:00 A.M.**

364

City of Jackson Community Centers & Gymnasiums	Invoice Date	Invoice No.	Account Number	Invoice Amount
Battlefield Park Community Center	11-07-20	35063986	005-501.25-6419	\$76.91
Grove Park Community Center	11-07-20	35063983		\$67.87
Jayne Avenue Community Center	11-07-20	35063984		\$64.15
Vergy P. Middleton Community Center	11-07-20	35063985		\$64.15
Medgar Evers Gymnasium	11-07-20	35063982		\$66.41
Period Covering: 12-01-20 to 12-31-20				\$339.49

WHEREAS, Johnson Controls Security Solutions has provided monthly scheduled alarm monitoring services to five (5) park facilities and has provided detailed invoices and requests for payments for services rendered and/or to be rendered at the following locations as specified below for invoices dated November 7, 2020, covering a period of December 1 through December 31, 2020; and

WHEREAS, in furtherance to the City of Jackson, the Department of Parks and Recreation will continue to utilize alarm Monitoring and Maintenance Services for park facilities by Johnson Controls Security Solutions, for the period of January 1, 2021 through February 28, 2021; and

WHEREAS, the Department of Parks and Recreation believes honoring all invoices received to present, is in the best interest of the City of Jackson.

IT IS, THEREFORE, ORDERED that the alarm monitoring services accepted from Johnson Controls Security from December 1 through December 31, 2020, at five (5) park facilities are hereby accepted, and said payments for the same are authorized in the amount of Three Hundred Thirty-Nine Dollars and Forty-Nine Cents (\$339.49).

IT IS FURTHER ORDERED that the Mayor is hereby authorized to execute an agreement with Johnson Control Security Solutions for a term period of January 1, 2021 through February 28, 2021 in an amount not to exceed One Thousand, Twenty-Five Hundred Dollars (\$1,025.00), from Account 005-501.25-6419.

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

Yeas – Banks, Foote, Lee, Lindsay, Stamps and Tillman.

Nays – None.

Absent – Stokes.

ORDER AUTHORIZING THE PROCUREMENT OF SEVEN (7) LOW FLOOR 18-PASSENGER ADA ACCESSIBLE BUSES FROM ALLIANCE BUS GROUP PURSUANT TO A STATE PURCHASING SCHEDULE OF THE STATE OF MISSISSIPPI CONTRACT# 8200053527 IN ACCORDANCE WITH FEDERAL TRANSIT ADMINISTRATION CIRCULAR 4220.1F.

WHEREAS, the City of Jackson is subject to regulations promulgated by the Federal Transit Administration because it receives federal monies and assistance in its provision of public transportation services; and

WHEREAS, FTA C Circular 4220.1 F was promulgated by the Federal Transit Administration as guidance to assist recipients in complying with the various federal laws and legislation which affect FTA assisted procurements; and

WHEREAS, state purchasing schedules are identified as a procurement source in Chapter V Paragraph 4 of FTA C Circular 4220.1 F; and

WHEREAS, the FTA expects recipients to review state procedures for the award of state contracts and determine if same complied with procedures set forth in the aforementioned circular; and

WHEREAS, staff within the Office of Transportation reviewed the procedures used by the State of Mississippi to award the contract and determines that full and open competition was used in the awarding of the procurement and further determined that the procurement meets other requirements of the Circular, including but not limited to, procurement from DBE certified transit vehicle manufacturers; and

WHEREAS, the Office of Transportation believes and recommends that the best interest of the City of Jackson would be served by purchasing seven (7) low floor 18-passenger ADA accessible buses from Alliance Bus Group pursuant to the purchasing schedule negotiated with the State of Mississippi; and

WHEREAS, the total cost of the procurement is \$689,136.00; and

WHEREAS, monies received from the Federal Transit Administration (80%) in the amount of \$581,230.00 will be used to fund the procurement described; and

WHEREAS, the sum of \$107,906.00 is not covered by federal funding and must be matched from local sources (20%); and

WHEREAS, the local match is included in the division's budget for FY2021.

IT IS HEREBY ORDERED that procurement of seven (7) low floor 18-passenger ADA accessible buses may be purchased from Alliance Bus Group pursuant to the State of Mississippi Contract #8200053527 in accordance with the referenced Circular;

IT IS HEREBY ORDERED that a sum not to exceed \$689,136.00 may be expended for the procurement with the understanding that federal monies in the amount of \$581,230.00 (80%) will be used for the procurement and a local match not exceeding \$107,906.00 (20%) will also be used.

IT IS HEREBY ORDERED that the Mayor shall be authorized to execute purchase orders, contracts, and other documents not contrary to the provisions of this order which may be required and necessary for facilitating the procurement and the receipt and delivery of the goods or services stated.

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

Yeas – Banks, Foote, Lee, Lindsay, Stamps and Tillman.

Nays – None.

Absent – Stokes.

**ORDER REVISING THE FISCAL YEAR 2021 BUDGET OF THE
DEPARTMENT OF PLANNING AND DEVELOPMENT.**

WHEREAS, a certain unanticipated need and allocation of funds for maintenance repairs of the Bon Air Subdivision rental property 107 Calhoun Street, Jackson, Mississippi, has arisen since the adoption of Fiscal Year 2021 budget; and

WHEREAS, the Fiscal Year 2021 budget needs to be revised to provide funding for this unanticipated need; and

WHEREAS, the following funds would be revised as follows:

From 001.420.10.6485 \$5000.00

To 001.420.10.6317 \$5000.00

IT IS THEREFORE, ORDERED that the Fiscal Year 2021 budget for the Department of Planning and Development be revised in the amount of \$5000.00 as follows:

To/From	Fund/Account Number	Amount
From	001.420.10.6485	\$ 5000.00
To	001.420.10.6317	\$ 5000.00

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

Yeas – Banks, Foote, Lee, Lindsay, Stamps and Tillman.

Nays – None.

Absent – Stokes.

ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH SIEMENS INDUSTRY, INC., TO PROVIDE MONITORING AND MAINTENANCE FOR THE HVAC AND SECURITY SYSTEMS AT THE MISSISSIPPI MUSEUM OF ART.

WHEREAS, on August 24, 2010, the City Council authorized the Mayor to execute a LEASE AGREEMENT by and between MISSISSIPPI MUSEUM OF ART and CITY OF JACKSON, for City-owned building at 429 South West Street, which the Mayor executed; and

WHEREAS, the Lease requires City of Jackson as Landlord to maintain a contract with Siemens Industry, Inc. for monitoring/maintenance of the HVAC system and Security system in the Leased Premises for the duration of the term of the Lease and any option term; and

WHEREAS, Siemens Industry, Inc. is a Delaware corporation whose principal business address is 100 Technology Drive, Alpharetta, Georgia 30005; and

WHEREAS, the initial term of the Lease was ten (10) years with option to renew for two (2) consecutive five (5) year periods following the expiration of the initial ten (10) year term; and

WHEREAS, the Mississippi Museum of Art (Tenant) has chosen to exercise its option to renew by giving written notice to the City (Landlord); and

WHEREAS, the City of Jackson has received a proposal from Siemens continuing monitoring and maintenance for the HVAC and security systems at the Mississippi Museum of Art in compliance with Lease Agreement; and

WHEREAS, the Public Works Department has reviewed the recommended contract with Siemens Building Technologies and recommends that the City accept the contract as presented.

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute a contract between the City of Jackson and Siemens Industry, Inc. in the amount of \$84,996.41 annually for monitoring/maintenance of the HVAC system and Security system in accordance with the terms of the Lease for said Premises at 429 South West Street a.k.a. Mississippi Museum of Art; and

IT IS, FURTHER ORDERED that the annual amount of the contract is subject to adjustment escalator equal to 3% of the previous year's contract amount.

Page 366

FIRST RENEWAL TERM

Year	Amount to Siemens	% Increase YOY
1	\$84,996.41	0
2	\$87,546.30	3
3	\$90,172.69	3
4	\$92,877.87	3
5	\$95,664.21	3

SECOND RENEWAL TERM (CONTINGENT ON MMA'S RENEWAL)

Year	Amount to Siemens	% Increase YOY
6	\$98,534.13	3

7	\$101,490.16	3
8	\$104,534.86	3
9	\$107,670.91	3
10	\$110,901.04	3

Council Member Lindsay moved adoption; Council Member Tillman seconded.

Yeas – Banks, Foote, Lee, Lindsay, Stamps and Tillman.
Nays – None.
Absent – Stokes.

ORDER AUTHORIZING THE MAYOR TO EXECUTE AND THE CITY CLERK TO ATTEST A JOINT FUNDING AGREEMENT BETWEEN THE CITY AND THE U.S. DEPARTMENT OF THE INTERIOR, U.S. GEOLOGICAL SURVEY FOR THE WATER RESOURCES DATA COLLECTION SYSTEMS.

WHEREAS, the U.S. Geological Survey provides flow stage and discharge data monitoring on various creeks throughout the City through equipment and personnel; and

WHEREAS, the City uses the U.S. Geological Survey Water Resources Data Collection System for various planning, maintenance and emergency response functions; and

WHEREAS, the U.S. Geological Survey requires the City to pay a share of the operational costs for providing flow stage and discharge data monitoring to continue this service; and

WHEREAS, the U.S. Geological Survey has calculated the City share of the operational costs for the next year to be \$73,150.00.

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute and the City Clerk authorized to attest on behalf of the City a Joint Funding Agreement with the United States Department of the Interior, United States Geological Survey for the Water Resources Data Collection System.

IT IS FURTHER ORDERED that payment in the amount of \$73,150.00 to the United States Department of the Interior, U.S. Geological Survey is authorized to provide flow stage and discharge data monitoring at various creeks throughout the City pursuant to the Joint Agreement.

Council Member Foote moved adoption; Council Member Lindsay seconded.

Yeas – Banks, Foote, Lee, Lindsay, Stamps and Tillman.
Nays – None.
Absent – Stokes.

ORDER AUTHORIZING THE MAYOR TO EXECUTE TWO MISSISSIPPI DEPARTMENT OF TRANSPORTATION PERFORMANCE BONDS REQUIRED FOR THE 48” WATER TRANSMISSION MAIN (SILAS BROWN STREET TO I-20).

WHEREAS, the Department of Public Works is preparing to advertise the 48” Water Transmission Main (Silas Brown Street to I-20) for bids; and

WHEREAS, the project crosses under both Hwy 80 and I-20; and

WHEREAS, the Mississippi Department of Transportation is responsible for maintenance of these two roadways where the project crosses under them; and

WHEREAS, the Mississippi Department of Transportation requires the issuance of a right-of-way crossing permit, which is accompanied by a performance bond in the amount of \$20,000.00 for the Highway 80 crossing and \$40,000.00 for the I-20 crossing; and

WHEREAS, the City must execute each of the two performance bonds; and

WHEREAS, the two required performance bonds are being obtained from Fisher Brown Bottrell Insurance, Inc. at a cost of \$60,000.00.

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute two performance bonds required by the Mississippi Department of Transportation and necessary for the construction of the 48" Water Transmission Main (Silas Brown Street to I-20) Project.

IT IS FURTHER ORDERED that payment in the amount of \$750.00 to Fisher Brown Bottrell Insurance, Inc. for providing the two performance bonds is authorized.

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

Yeas – Banks, Foote, Lee, Lindsay, Stamps and Tillman.

Nays – None.

Absent – Stokes.

ORDER AUTHORIZING THE MAYOR TO EXECUTE SUPPLEMENTAL AGREEMENT #2/FINAL TO THE CONTRACT OF HEMPHILL CONSTRUCTION COMPANY, INC., AUTHORIZING FINAL PAYMENT, AND AUTHORIZING PUBLICATION OF NOTICE OF COMPLETION OF THE STATE STREET RESURFACING PROJECT (FORTIFICATION STREET TO WOODROW WILSON AVENUE), FEDERAL AID PROJECT NUMBER STP-6928-00(013) LPA/107548, CITY PROJECT NUMBER 17B4001.

WHEREAS, the City of Jackson entered into a contract for the construction of the State Street Improvement Project with Hemphill Construction Company, Inc., being the lowest and best bidder; and

WHEREAS, a final inspection was held by Mississippi Department of Transportation and City of Jackson personnel with a release from all maintenance issued on effective September 22, 2020; and the Surety, Federal Insurance Company has authorized release and payment of all monies due under this contract; and

WHEREAS, the final payment of \$5,991.34 results in a final project cost of \$4,007,929.03, a decrease of \$432,989.17 due to underrun of various quantities; and

WHEREAS, the Department of Public Works recommends approval of the final payment and the acceptance of said project.

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute Supplemental Agreement #2/Final to the contract of Hemphill Construction Company, Inc., and to issue final payment in the amount of \$5,991.34 to said contractor.

IT IS FURTHER ORDERED that publication of the Notice of Completion and the execution of any and all documents necessary to close out the project is authorized for the State Street Improvement Project, Federal Aid Project STP-6928-00(013) LPA/107548, City Project No. 17B4001.

IT IS FURTHER ORDERED that the Mayor is authorized to execute any documents necessary as part of the closeout of this project.

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

Yeas – Banks, Foote, Lee, Lindsay, Stamps and Tillman.

Nays – None.

Absent – Stokes.

ORDER AUTHORIZING THE MAYOR TO EXECUTE AN INTERLOCAL AGREEMENT WITH THE HINDS COUNTY BOARD OF SUPERVISORS FOR PUBLIC INFRASTRUCTURE PROJECT 2020-12.

WHEREAS, the Hinds County Board of Supervisors intends to make improvements to Clubview Drive in an amount not to exceed \$30,000.00 (Ward 1); and

WHEREAS, in accordance with the Interlocal Cooperation Act of 1974, Section 17-13-1, et seq. of the Mississippi Code of 1972, as amended, it is necessary for the City of Jackson to enter into an interlocal agreement with the Hinds County Board of Supervisors authorizing Hinds County to make the referenced street improvements; and

WHEREAS, the Department of Public Works has reviewed the interlocal and concurs with work to be performed under this interlocal.

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute an Interlocal Agreement with the Hinds County Board of Supervisors authorizing Hinds County to make improvements to Clubview Drive in an amount not to exceed \$30,000.00 (Ward 1).

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

Yeas – Banks, Foote, Lee, Lindsay, Stamps and Tillman.

Nays – None.

Absent – Stokes.

ORDER AUTHORIZING THE MAYOR TO EXECUTE AN INTERLOCAL AGREEMENT WITH THE HINDS COUNTY BOARD OF SUPERVISORS FOR PUBLIC INFRASTRUCTURE PROJECT 2020-13.

WHEREAS, the Hinds County Board of Supervisors intends to make improvements to Nimitz Street from Officer Thomas Catchings Sr. Drive to Meadowmont Street in an amount not to exceed \$84,362.50 (Wards 4 & 5); and

WHEREAS, in accordance with the Interlocal Cooperation Act of 1974, Section 17-13-1, et seq. of the Mississippi Code of 1972, as amended, it is necessary for the City of Jackson to enter into an interlocal agreement with the Hinds County Board of Supervisors authorizing Hinds County to make the referenced street improvements; and

WHEREAS, the Department of Public Works has reviewed the interlocal and concurs with work to be performed under this interlocal.

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute an Interlocal Agreement with the Hinds County Board of Supervisors authorizing Hinds County to make improvements to Nimitz Street from Officer Thomas Catchings Sr. Drive to Meadowmont Street in an amount not to exceed \$84,362.50 (Wards 4 & 5).

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

Yeas – Banks, Foote, Lee, Lindsay, Stamps and Tillman.

Nays – None.

Absent – Stokes.

ORDER AUTHORIZING THE MAYOR TO EXECUTE AN INTERLOCAL AGREEMENT WITH THE HINDS COUNTY BOARD OF SUPERVISORS FOR PUBLIC INFRASTRUCTURE PROJECT 2020-14.

WHEREAS, the Hinds County Board of Supervisors intends to make improvements to Rolling Meadows Drive in an amount not to exceed \$107,384.00 (Ward 1) and Meadowoods Drive in an amount not to exceed \$120,000.00 (Ward 1); and

WHEREAS, in accordance with the Interlocal Cooperation Act of 1974, Section 17-13-1, et seq. of the Mississippi Code of 1972, as amended, it is necessary for the City of Jackson to enter into an interlocal agreement with the Hinds County Board of Supervisors authorizing Hinds County to make the referenced street improvements; and

WHEREAS, the Department of Public Works has reviewed the interlocal and concurs with work to be performed under this interlocal.

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute an Interlocal Agreement with the Hinds County Board of Supervisors authorizing Hinds County to make improvements to Rolling Meadows Drive in an amount not to exceed \$107,384.00 (Ward 1) and Meadowoods Drive in an amount not to exceed \$120,000.00 (Ward 1).

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

Yeas – Banks, Foote, Lee, Lindsay, Stamps and Tillman.

Nays – None.

Absent – Stokes.

* * * * *

ORDER OF THE CITY COUNCIL GRANTING MARK LUCKETT PERMISSION TO USE CITY-OWNED PROPERTY, PARCEL D8N-24, FOR INGRESS AND EGRESS TO PROPERTY OWNED BY MARK LUCKETT, D8N-17-20 AND D8N-17-30 AND AUTHORIZING THE MAYOR TO EXECUTE RELATED DOCUMENTS.

WHEREAS, the City of Jackson owns Parcel D8N-24 which consists of a thirty (30) foot strip of land on the south side of Old Brandon Road; and

WHEREAS, in 1984, the City of Jackson conveyed an easement to the City of Flowood, Mississippi, for the installation, operation, and maintenance of a sewer main and appurtenances thereto that covers the entire thirty (30) foot width and the entire length of the subject parcel; and

WHEREAS, Mark Lockett and his predecessor have been crossing the property, Parcel D8N-24, for the past twenty (20) years; and

WHEREAS, Mark Lockett has been unsuccessful in borrowing money on his property without the written permission from the City to cross City's property, Parcel D8N-24, for ingress and egress to Parcels D8N-17-20 and D8N-17-30, property owned by Mark Lockett; and

WHEREAS, Mark Lockett is requesting permission to continue to cross Parcel D8N-24 for ingress and egress to Parcels D8N-17-20 and D8N-17-30, property owned by Mark Lockett.

IT IS, THEREFORE, ORDERED that Mark Lockett is granted permission to cross Parcel D8N-24 property for ingress and egress to Parcels D8N-17-20 and D8N-17-30, property owned by Mark Lockett.

IT IS FURTHER ORDERED that the Mayor is authorized to execute any and all related documents.

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

Yeas – Banks, Foote, Lee, Lindsay, Stamps and Tillman.

Nays – None.

Absent – Stokes.

* * * * *

RESOLUTION REQUESTING THE STATE OF MISSISSIPPI TO ENACT A FARMER EQUITY ACT TO PROTECT SMALL FARMERS.

WHEREAS, small farmers often operate at a huge disadvantage compared to corporate farmers; and

WHEREAS, a Socially Disadvantaged Farmer is defined as women farmers and farmers of color that have historically lacked support from state and federal agriculture departments; and

WHEREAS, women farmers and farmers of color are also often overlooked when legislative policies are created; and

WHEREAS, minority farmers are generally not well informed as to the availability of state and federal assistance programs; and

WHEREAS, in many instances, socially disadvantaged farmers need assistance in the development, adoption, implementation, and enforcement of food and agriculture laws, regulations, policies, and programs.

NOW, THEREFORE BE IT RESOLVED that the City of Jackson is requesting the State of Mississippi to enact a farmer protection act to protect small farmers.

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

Yeas – Banks, Foote, Lee, Lindsay, Stamps and Tillman.

Nays – None.

Absent – Stokes.

**RESOLUTION REQUESTING THE STATE OF MISSISSIPPI TO ENACT
LEGISLATION CREATING URBAN AGRICULTURAL ZONES.**

WHEREAS, an urban agriculture zone is an area where tax incentives and special programs are established to encourage using vacant land for urban farming; and

WHEREAS, urban agriculture zones put vacant land back to productive use, revives the local economy, and brings jobs to depressed areas; and

WHEREAS, farming on vacant land can help address the issue of food access by fostering urban farms and community gardens; and

WHEREAS, community gardens can provide access to fresh, traditional produce and nutritionally rich foods in low-income neighborhoods; and

WHEREAS, urban agriculture zones can also create local sales tax revenue from the sale of agriculture products.

NOW, THEREFORE BE IT RESOLVED that the City of Jackson is requesting the State of Mississippi to enact legislation creating Urban Agriculture Zones.

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

Yeas – Banks, Foote, Lee, Lindsay, Stamps and Tillman.

Nays – None.

Absent – Stokes.

**RERSOLUTION REQUESTING THE STATE OF MISSISSIPPI TO ENACT
LEGISLATION CREATING A HEALTHY LOCAL FOOD PROGRAM.**

WHEREAS, diet and other lifestyle choices contribute to many deaths in the State of Mississippi. Health risk factors include smoking, obesity, stress, nutrition, high blood pressure, and alcohol and drug use; and

WHEREAS, Mississippi residents should be encouraged to adopt diets and lifestyles that lead to wellness; and

WHEREAS, the State of Mississippi can help encourage healthy diets and lifestyles by funding wellness programs that enhance the health of Mississippi residents; and

WHEREAS, healthy local food incentives encourage wellness among some of the most vulnerable residents of Mississippi; and

WHEREAS, a Healthy Local Food Program would increase the purchasing power of Mississippi residents with limited access to fresh fruits and vegetables via the federal Supplemental Nutrition Assistance Program (SNAP).

NOW, THEREFORE BE IT RESOLVED that the City of Jackson is requesting the State of Mississippi to enact legislation creating a healthy local food program.

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

Yeas – Banks, Foote, Lee, Lindsay, Stamps and Tillman.

Nays – None.

Absent – Stokes.

**RESOLUTION REQUESTING THE STATE OF MISSISSIPPI TO ENACT
LEGISLATION REQUIRING FOOD DESERTS TO BE TRACKED.**

WHEREAS, a Food Desert is defined as an urban area where residents don't have easy access to affordable nutritious foods like fruits, vegetables, and whole grains; and

WHEREAS, living in a food desert doesn't necessarily mean there's no food available; it means that healthy options are not readily available; and

WHEREAS, the food accessibility issue is both a geographical challenge as well as a challenge for people who live relatively close to fresh food but cannot afford it; and

WHEREAS, the USDA has identified several areas in Central Mississippi as a food desert; and

WHEREAS, tracking food deserts will help identify affected communities and also stop other areas from losing access to fresh food.

NOW, THEREFORE BE IT RESOLVED that the City of Jackson is requesting the State of Mississippi to enact legislation requiring food deserts to be tracked.

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

Yeas – Banks, Foote, Lee, Lindsay, Stamps and Tillman.

Nays – None.

Absent – Stokes.

ORDER REVIEWING AND CONTINUING STATE OF EMERGENCY.

WHEREAS, on February 18, 2020, the Jackson City Council, pursuant to Section 33-15-17(8)(d) of the Mississippi Code of 1972, as amended, passed an Order Declaring the Need to Continue the State of Emergency that was issued on February 13, 2020 by Chokwe A. Lumumba, Mayor of the City of Jackson, Mississippi; and

WHEREAS, the Jackson City Council, in the February 18, 2020 Order, found that flood waters and wide spread drainage system issues had affected several Jackson creeks, including, but not limited to: Belhaven Creek; Bogue Chitto Creek; Caney Creek; Eubanks Cree; Hanging Moss Creek; Lynch Creek; Purple Creek; Three Mile Creek; Town Creek; Travon Creek; and White Oak Creek; and

WHEREAS, the Jackson City Council, in the February 18, 2020 Order, found that the flood waters and wide spread drainage system issues caused extensive damages to homes,

business, public property, and threatened the safety of the citizens and property of the City of Jackson, Mississippi, requiring the exercise of extraordinary measures; and

WHEREAS, the Jackson City Council, in the February 18, 2020 Order, found that all efforts should be taken to protect people and property in consideration of the health, safety, and welfare of the City's residents and the protection of their property within the affected areas; and

WHEREAS, the Jackson City Council, on March 17, 2020; April 14, 2020; May 12, 2020, June 9, 2020, July 7, 2020, August 4, 2020, September 1, 2020, September 29, 2020, October 27, 2020 and November 24, 2020 pursuant to Section 33-15-17(8)(d) of the Mississippi Code of 1972, reviewed the need for and continued the local emergency; and

WHEREAS, pursuant to Section 33-15-17(8)(d) of the Mississippi Code of 1972, as amended, the Jackson City Council has again reviewed the need for continuing the local emergency and determined that the emergency should be continued.

IT IS THEREFORE HEREBY ORDERED that said Order Declaring the Need to Continue the Declared State of Emergency as delineated by the Jackson City Council, remains in full force and effect and shall be reviewed again in thirty (30) days in accordance with Section 33-15-17(8)(d) of the Mississippi Code of 1972, as amended.

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

Yeas – Banks, Foote, Lee, Lindsay, Stamps and Tillman.

Nays – None.

Absent – Stokes.

There came on for consideration Agenda Item No. 55:

ORDER OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI ESTABLISHING OPERATIONS OF NIGHT CLUBS IN THE CITY OF JACKSON BY CLOSING OR BY RESTRICTED HOURS AND CAPACITY DURING COVID-19. Said item will be placed on the next Regular Council Agenda, January 05, 2021.

There came for Discussion Agenda Item No. 56:

DISCUSSION: MRS. OSSIE TAYLOR. President Banks stated that said item would be tabled due to the absence of **Council Member Stokes**.

There came for Discussion Agenda Item No. 57:

DISCUSSION: REVEREND EDWARD JAMES. President Banks stated that said item would be tabled due to the absence of **Council Member Stokes**.

There came for Discussion Agenda Item No. 58:

DISCUSSION: RUBY HOLDEN: Council Member Stamps spoke on said item regarding sewage on Ms. Holden's property. President Banks recognized **Timothy Howard, City Attorney**, who gave a brief overview of said item.

There came for Discussion Agenda Item No. 59:

DISCUSSION: REVIEW AND CONTINUATION OF COVID-19 LOCAL EMERGENCY. President Banks recognized **Dr. Robert Blaine, Chief Administrative Officer**, who gave a brief overview of said item.

The following reports/announcements were provided during the meeting:

- **Mayor Chokwe Antar Lumumba** announced the following:
 - Citizens are encouraged to visit the City of Jackson's website at www.jacksonms.gov to sign up for Code Red in order to receive critical notices.
 - Encouraged all citizens that experience symptoms of the COVID-19 virus to call 601-586-3067 or 1-866-375-2819, and fill out the symptom collector form online.
 - Encouraged all citizens in need Mental Health Support to call the Mental Health Warm Line at 601-586-3073 or 866-300-7948.
 - Encouraged all citizens that need a face mask to contact Constituent Services at 601-960-1084.

There being no further business to come before the City Council, it was unanimously voted to adjourn until the Regular Council Meeting at 10:00 a.m. on January 5, 2021. At 12:55 p.m., the Council stood adjourned.

PREPARED BY:

Shanikia Medley-Borden
CLERK OF COUNCIL

APPROVED:

Ch. Ant. Lumumba 1/25/2021
MAYOR *MB* DATE

ATTEST:

Angela Harris
CITY CLERK
