



**SPECIAL MEETING OF THE CITY COUNCIL
CITY OF JACKSON, MISSISSIPPI
DECEMBER 22, 2020
AGENDA
10:00 AM
REVISED**

CALL TO ORDER BY THE PRESIDENT

INVOCATION

- 1. PASTOR ERNEST E. SLAUGHTER SR. – NEW CANNEY CREEK M. B. CHURCH**

PLEDGE OF ALLEGIANCE

PUBLIC HEARING

INTRODUCTIONS

PUBLIC COMMENTS

CONSENT AGENDA

- 2. NOTE: "ALL MATTERS LISTED UNDER THE CONSENT AGENDA ARE CONSIDERED TO BE ROUTINE BY THE CITY COUNCIL AND WILL BE ENACTED BY ONE MOTION IN THE FORM LISTED BELOW. THERE WILL BE NO SEPARATE DISCUSSION OF THESE ITEMS. IF DISCUSSION IS DESIRED, THAT ITEM WILL BE REMOVED FROM THE CONSENT AGENDA AND CONSIDERED SEPARATELY."**
- 3. RESOLUTION DECLARING CERTAIN PARCELS OF REAL PROPERTY IN THE CITY OF JACKSON TO BE A MENACE TO THE 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				
- 4. 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

- 5. ORDER ACCEPTING PAYMENT OF \$1,356.30 FROM TRAVELERS INSURANCE COMPANY ON BEHALF OF ITS INSURED DICKERSON & BOWEN AS A PROPERTY DAMAGE SETTLEMENT. (HOWARD, LUMUMBA)**
- 6. 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. (WARD 6) (HILLMAN, LUMUMBA)**
- 7. ORDER ACCEPTING THE BID OF MERCHANT FOODSERVICES, FOR TWELVE MONTHS SUPPLY OF FOODS-BABY FOODS, BID NO. 39331-111020. (ALL WARDS) (KIDD, LUMUMBA)**

INTRODUCTION OF ORDINANCES

- 8. ORDINANCE OF THE CITY OF JACKSON ESTABLISHING THE JACKSON COMMISSION ON THE STATUS OF WOMEN. (STAMPS)**

ADOPTION OF ORDINANCE

- 9. 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. (HILLMAN, LUMUMBA)**

REGULAR AGENDA

- 10. CLAIMS (HORTON, LUMUMBA)**
- 11. PAYROLL (HORTON, LUMUMBA)**
- 12. 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. (HORTON, LUMUMBA)**

- 13. 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. (HORTON, LUMUMBA)**
- 14. ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH ALLTEL CORPORATION DBA VERIZON WIRELESS TO IMPROVE BROADBAND COVERAGE WITHIN THE CITY OF JACKSON. (HORTON, LUMUMBA)**
- 15. ORDER AUTHORIZING THE MAYOR TO EXECUTE A CLIENT SUPPORT AGREEMENT WITH AVTEX SOLUTIONS, LLC, FOR THE WATER AND SEWER BUSINESS ADMINISTRATION CALL CENTER. (HORTON, LUMUMBA)**
- 16. ORDER RATIFYING THE PURCHASE AND PROCUREMENT OF SERVICES FROM AVTEX SOLUTIONS, LLC, AND AUTHORIZING PAYMENT TO SAID VENDOR. (HORTON, LUMUMBA)**
- 17. ORDER AUTHORIZING THE MAYOR TO AMEND A PROFESSIONAL SERVICE AGREEMENT WITH GLOBAL INTERACT TECHNOLOGY FOR WEBSITE DEVELOPMENT, MAINTENANCE AND GRAPHIC DESIGN. (HORTON, LUMUMBA)**
- 18. RESOLUTION OF THE CITY OF JACKSON, MISSISSIPPI, IN SUPPORT OF LEGISLATION IMPLEMENTING UNIFORMED POLICE PURSUIT SAFETY GUIDELINES AND/OR RESTRICTIONS. (LUMUMBA)**
- 19. 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. (LUMUMBA)**
- 20. 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. (LUMUMBA)**
- 21. RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JACKSON, MISSISSIPPI, IN SUPPORT OF A PROPOSED REQUEST FOR FUNDING FOR THE JXN 200 PROJECT. (LUMUMBA)**

- 22. 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. (LUMUMBA)**
- 23. 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. (LUMUMBA)**
- 24. RESOLUTION OF THE CITY OF JACKSON, MISSISSIPPI, IN SUPPORT OF A PROPOSED LEGISLATIVE REQUEST FOR FUNDS TO SUPPORT AND IMPROVE THE JACKSON ZOOLOGICAL PARK. (LUMUMBA)**
- 25. 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. (CITYWIDE) (BLAINE, LUMUMBA)**
- 26. 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. (SCOTT, LUMUMBA)**
- 27. 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. (KIDD, LUMUMBA)**
- 28. ORDER AUTHORIZING THE 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. (KIDD, LUMUMBA)**
- 29. ORDER AUTHORIZING THE SUBMISSION OF A GRANT APPLICATION TO THE UNITED STATES CONFERENCE OF MAYORS (USCOM). (KIDD, LUMUMBA)**

- 30. RESOLUTION DESIGNATING AN APPLICANT AGENT FOR PUBLIC ASSISTANCE ON BEHALF OF THE CITY OF JACKSON, MISSISSIPPI. (SANDERS, LUMUMBA)**
- 31. 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. (SANDERS, LUMUMBA)**
- 32. ORDER TO AWARD THE CONTRACT FOR THE PUBLICATION OF LEGAL NOTICES OF THE CITY OF JACKSON FOR THE CALENDAR YEAR 2021. (A. HARRIS, LUMUMBA)**
- 33. 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. (OWENS, LUMUMBA)**
- 34. 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. (OWENS, LUMUMBA)**
- 35. 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. (WARDS 3 & 4) (HARRIS, LUMUMBA)**
- 36. 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. (WARDS 3 & 4) (HARRIS, LUMUMBA)**
- 37. 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. (WARD 3) (HARRIS, LUMUMBA)**
- 38. 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. (WARDS 2, 3, 4 & 7) (HARRIS, LUMUMBA)

- 39. 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. (HILLMAN, LUMUMBA)**
- 40. ORDER REVISING THE FISCAL YEAR 2021 BUDGET OF THE DEPARTMENT OF PLANNING AND DEVELOPMENT. (HILLMAN, LUMUMBA)**
- 41. 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. (WARD 7) (WILLIAMS, LUMUMBA)**
- 42. 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. (WILLIAMS, LUMUMBA)**
- 43. ORDER AUTHORIZING THE MAYOR TO EXECUTE TWO (2) MISSISSIPPI DEPARTMENT OF TRANSPORTATION PERFORMANCE BONDS REQUIRED FOR THE 48" WATER TRANSMISSION MAIN (SILAS BROWN STREET TO I-20). (WILLIAMS, LUMUMBA)**
- 44. 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. (WARD 7) (WILLIAMS, LUMUMBA)**
- 45. ORDER AUTHORIZING THE MAYOR TO EXECUTE AN INTERLOCAL AGREEMENT WITH THE HINDS COUNTY BOARD OF SUPERVISORS FOR PUBLIC INFRASTRUCTURE PROJECT 2020-12. (WARD 1) (HOWARD, LUMUMBA)**

- 46. ORDER AUTHORIZING THE MAYOR TO EXECUTE AN INTERLOCAL AGREEMENT WITH THE HINDS COUNTY BOARD OF SUPERVISORS FOR PUBLIC INFRASTRUCTURE PROJECT 2020-13. (WARDS 4 & 5) (HOWARD, LUMUMBA)**
- 47. ORDER AUTHORIZING THE MAYOR TO EXECUTE AN INTERLOCAL AGREEMENT WITH THE HINDS COUNTY BOARD OF SUPERVISORS FOR PUBLIC INFRASTRUCTURE PROJECT 2020-14. (WARD 1) (HOWARD, LUMUMBA)**
- 48. 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. (HOWARD, LUMUMBA)**
- 49. 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. (HOWARD, LUMUMBA)**
- 50. RESOLUTION REQUESTING THE STATE OF MISSISSIPPI TO ENACT A FARMER EQUITY ACT TO PROTECT SMALL FARMERS. (STAMPS)**
- 51. RESOLUTION REQUESTING THE STATE OF MISSISSIPPI TO ENACT LEGISLATION CREATING URBAN AGRICULTURAL ZONES. (STAMPS)**
- 52. RESOLUTION REQUESTING THE STATE OF MISSISSIPPI TO ENACT LEGISLATION CREATING A HEALTHY LOCAL FOOD PROGRAM. (STAMPS)**
- 53. RESOLUTION REQUESTING THE STATE OF MISSISSIPPI TO ENACT LEGISLATION REQUIRING FOOD DESERTS TO BE TRACKED. (STAMPS)**
- 54. ORDER REVIEWING AND CONTINUING STATE OF EMERGENCY. (STAMPS)**
- 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. (STOKES)**

DISCUSSION

56. DISCUSSION: MRS. OSSIE TAYLOR (STOKES)

57. DISCUSSION: REVEREND EDWARD JAMES (STOKES)

58. DISCUSSION: RUBY HODLEN (STAMPS)

**59. DISCUSSION: REVIEW AND CONTINUATION OF COVID-19 LOCAL
EMERGENCY (JACKSON CITY COUNCIL)**

PRESENTATION

PROCLAMATION

RESOLUTIONS

REPORT FROM MEMBERS, MAYOR, DEPARTMENT DIRECTORS

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

ANNOUNCEMENTS

ADJOURNMENT

AGENDA ITEMS IN COMMITTEE

OFFICE OF THE CLERK
CG

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 uncleanliness 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

<p>Consent Agenda Item #3 Agenda Date: December 22, 2020 (HILLMAN, LUMUMBA)</p>

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.

ITEM# _____
AGENDA _____

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET **12/01/2020**
DATE

P O I N T S		C O M M E N T S			
1.	Brief Description/Purpose	This is the Community Improvement regular agenda for the City Council authority to clean private property.			
2.	Public Policy Initiative 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	1. Neighborhood Enhancement 2. Crime Prevention 7. Quality of Life			
3.	Who will be affected	All City of Jackson residents			
4.	Benefits	The cleaning of the private properties listed on the agenda will remove threats to the health and safety and welfare of surrounding residents.			
5.	Schedule (beginning date)	To be determined pending execution of contracts.			
6.	Location: • WARD • CITYWIDE (yes or no) (area) • Project limits if applicable	CITYWIDE			
7.	Action implemented by: • City Department <input type="checkbox"/> • Consultant <input type="checkbox"/>	PLANNING AND DEVELOPMENT DEPARTMENT COMMUNITY IMPROVEMENT DIVISION			
8.	COST	To be determined pending execution of contracts.			
9.	Source of Funding • General Fund • Grant <input type="checkbox"/> • Bond <input type="checkbox"/> • Other <input type="checkbox"/>	COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS GENERAL FUNDS			
10.	EBO participation	ABE _____ % AABE _____ % WBE _____ % HBE _____ % NABE _____ %	WAIVER yes _____ no _____ WAIVER yes _____ no _____ WAIVER yes _____ no _____ WAIVER yes _____ no _____ WAIVER yes _____ no _____	N/A _____ N/A _____ N/A _____ N/A _____ N/A _____	_____ _____ _____ _____ _____

Department of Planning and Development



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

MEMORANDUM

TO: Mayor Choke A. Lumumba

Via: Jordan Hillman
Director, Planning and Development

From : Community Improvement
Planning and Development

DATE: December 1, 2020

Re: Agenda Item

The attached agenda item is a Resolution declaring certain parcel 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 Mississippi Code. Therefore, we request that you authorize cleaning.

Thank you for your consideration.

Office of the City Attorney

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

OFFICE OF THE CITY ATTORNEY
CA

OFFICE OF THE CITY ATTORNEY

This 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 is legally sufficient for placement in NOVUS Agenda.



Chandra Gayten
Deputy City Attorney

1/7/2/2020

Date

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:

Consent Agenda Item #4
Agenda Date: December 22, 2020
(HILLMAN, LUMUMBA)

Case No.	Assessed Owner	Address/Tract/Parcel	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	\$4,908.00	\$490.30	\$500.00	\$5,898.30	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 MACOM 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							\$25,895.40	

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.

ITEM NO. _____
DATE: December 22, 2020
BY: (HILLMAN, LUMUMBA)

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET 12/22/2020
DATE

P O I N T S	C O M M E N T S																																													
1. Brief Description/Purpose	This is the Community Improvement regular agenda for the City Council authority to adjudicate costs associated with the cleaning of private properties																																													
2. Public Policy Initiative 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	1. Neighborhood Enhancement 2. Crime Prevention 7. Quality of Life																																													
3. Who will be affected	All City of Jackson residents																																													
4. Benefits	The adjudication of costs and penalties resulting from the cleaning of private properties listed on the agenda will result in recoupment of monies spent by the City of Jackson.																																													
5. Schedule (beginning date)	Following scheduled City Council date																																													
6. Location: ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable	Citywide																																													
7. Action implemented by: ▪ City Department <input type="checkbox"/> ▪ Consultant <input type="checkbox"/>	PLANNING AND DEVELOPMENT DEPARTMENT COMMUNITY IMPROVEMENT DIVISION																																													
8. COST	\$0																																													
9. Source of Funding ▪ General Fund ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input type="checkbox"/>	N/A																																													
10. EBO participation	<table border="0"> <tr> <td>ABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>___</td> </tr> <tr> <td>AABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>___</td> </tr> <tr> <td>WBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>___</td> </tr> <tr> <td>HBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>___</td> </tr> <tr> <td>NABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>___</td> </tr> </table>	ABE	_____ %	WAIVER	yes	___	no	___	N/A	___	AABE	_____ %	WAIVER	yes	___	no	___	N/A	___	WBE	_____ %	WAIVER	yes	___	no	___	N/A	___	HBE	_____ %	WAIVER	yes	___	no	___	N/A	___	NABE	_____ %	WAIVER	yes	___	no	___	N/A	___
ABE	_____ %	WAIVER	yes	___	no	___	N/A	___																																						
AABE	_____ %	WAIVER	yes	___	no	___	N/A	___																																						
WBE	_____ %	WAIVER	yes	___	no	___	N/A	___																																						
HBE	_____ %	WAIVER	yes	___	no	___	N/A	___																																						
NABE	_____ %	WAIVER	yes	___	no	___	N/A	___																																						



Memo

To: Chokwe Lumumba, Mayor

**From: Jordan Rae Hillman, Director
Department of Planning and Development**

Date: 12/2/2020

Re: Agenda Item

The attached agenda item is a Resolution adjudicating actual costs and penalties to be assessed against parcels cleaned pursuant to section 21-19-11 of the Mississippi Code and further declaring the assessments as liens against the parcels to be collected as clean-up assessments by the Hinds County Tax Collector's office. Therefore, we request that you authorize adjudicating the attached parcels.

Your consideration in this matter is appreciated.

Office of the City Attorney

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

OFFICE OF THE CITY ATTORNEY

This 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 is legally sufficient for placement in NOVUS Agenda.



Timothy Howard, City Attorney

Chandra Gayten, Deputy City Attorney 

12/11/20

Date

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.

APPROVED FOR AGENDA:

Item # _____
Agenda Date: 22 DECEMBER 2020
By: Lumumba, Howard, Poullard

12/04/2020
{TBP}

Consent Agenda Item #5
Agenda Date: December 22, 2020
(HILLMAN, LUMUMBA)

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

12/04/2020

DATE

POINTS		COMMENTS						
1.	1. Brief Description/Purpose	ORDER ACCEPTING PAYMENT OF \$1,356.30 FROM TRAVELERS INSURANCE COMPANY ON BEHALF OF ITS INSURED DICKERSON & BOWEN AS A PROPERTY DAMAGE SETTLEMENT						
2.	Public Policy Initiative 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	N/A						
3.	Who will be affected	City of Jackson						
4.	Benefits	N/A						
5.	Schedule (beginning date)	N/A						
6.	Location: ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable	N/A						
7.	Action implemented by: ▪ City Department <input checked="" type="checkbox"/> ▪ Consultant <input type="checkbox"/>	Office of the City Attorney						
8.	COST	\$1,356.30						
9.	Source of Funding ▪ General Fund <input checked="" type="checkbox"/> ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input type="checkbox"/>							
10.	EBO participation	ABE	_____ %	WAIVER	yes ___	no ___	N/A	<u>X</u>
		AABE	_____ %	WAIVER	yes ___	no ___	N/A	<u>X</u>
		WBE	_____ %	WAIVER	yes ___	no ___	N/A	<u>X</u>
		HBE	_____ %	WAIVER	yes ___	no ___	N/A	<u>X</u>
		NABE	_____ %	WAIVER	yes ___	no ___	N/A	<u>X</u>

MEMO

**TO: Chokwe Antar Lumumba, Mayor
City of Jackson**

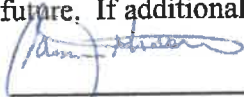
DATE: December 04, 2020

**RE: Damage to City Property and Recovery of Repair Cost from
Travelers Insurance Company**

On 7/21/20, Dickerson & Bowen driver, William Cranford who was operating a 2015 GMC Sierra, and Public Works employee, Tony Howard who was operating a 2011 Nissan Frontier, PT-720, were parked in the construction zone on McDowell Rd near Terry Rd. Mr. Cranford began traveling east on McDowell Rd. The City employee, Tony Howard, was attempting to exit the construction zone and into oncoming traffic traveling west on McDowell. Mr. Cranford stated that he struck the City's vehicle as he was reversing. There were no injuries reported.

The demand letter was sent to Travelers Insurance Company in the amount of \$1,546.30. Travelers mailed the settlement check in the amount of \$1,356.30, which has a reduction in the "loss of use".

It is hereby recommended, pending City Council approval, that the City of Jackson accepts the aforementioned payment as settlement for property damages to PT 720. The settlement amount represents the amount negotiated by the Risk Management Division to settle the property damage claim. Nevertheless, the acceptance of this payment will not preclude the City from recovering workers' compensation benefits in the event same are paid in the future. If additional information is required, please let me know.



**Carrie Johnson, Senior Deputy City Attorney
Office of the City Attorney**

CJ/tbp

Attachments



CITY OF JACKSON
 CLAIMS/RISK MANAGEMENT DIVISION
 REVENUE TRANSMITTAL FORM

DATE: 12/4/2020

RECEIVED FROM: Travelers Insurance (Insured Dickerson & Bowen)
 Insurance Company 9 Claimant 9 Bank 9 Overpayment 9 Other 9

Comments: Claim #13967 D/L: 7/21/2020 Vehicle # _PT-720_
 Division#: __001 451 10 6316

- 9 COUNCIL ORDER
- 9 REIMBURSEMENT/REFUND
- 9 LIABILITY

Financial Data:

Check# 94623682 \$ 1,356.30
 Check# _____ \$ _____
 Check# _____ \$ _____
 TOTAL DEPOSIT \$ 1,356.30

Account Number (s)	Description of Payment	Amount Paid
<u>407926765</u>	<u>PC #-720</u>	<u>\$1,356.30</u>
_____	_____	_____
_____	_____	_____

Prepared by: Mac Darrell Poulard

THIS DOCUMENT HAS A RED BACKGROUND - BORDER CONTAINS MICRO PRINTING AND AN ARTIFICIAL WATERMARK - HOLD AT AN ANGLE TO VIEW

Citibank, N.A.
 One Penn Plaza
 New Castle DE 19720

TRAVELERS
 P.O. BOX 650293
 DALLAS TX 75265-0293
 (615) 660-6267

896D 94623682 82-20
 311

DATE ACCOUNT NUMBER FILE NUMBER
11/17/20 J99 039 AD FQR4101 M
 ONE THOUSAND THREE HUNDRED FIFTY SIX AND 30/100

VOID IF NOT PRESENTED WITHIN
 ONE YEAR AFTER DATE OF ISSUE

PAY: \$****1,356.30 FEC2

PAY TO THE ORDER OF
 CITY OF JACKSON
 A/S/O 13967
 PO BOX 17
 JACKSON MS 39205

Douglas K. Russell
 AUTHORIZED SIGNATURE

SMITH BROTHERS BODY SHOP, INC.
521 SOUTH FARISH STREET
JACKSON, MS 39201
PHONE: (601)353-5217 FAX: (601)353-4627
TAX ID # 640878842

*** PRELIMINARY ESTIMATE ***

08/03/2020 08:54 AM

Owner

Owner: PT-720 CITY OF JACKSON

Inspection

Inspection Date: 08/03/2020 08:55 AM

Inspection Type:

Contact: DAN SMITH

Repairer

Address: 521 SOUTH FARISH STREET

Work/Day: (601)353-5217
Home/Evening: (601)353-5218
FAX: (601)353-4627

City State Zip: JACKSON, MS 39201
Email: chuck.smith55@yahoo.com

Target Complete Date/Time:

Days To Repair: 3

Vehicle

2011 Nissan Frontier SV 4 DR Crew Cab Short Bed
6cyl Gasoline 4.0
5 Speed Automatic

Lic Expire:
Veh Insp# :
Condition:
Ext. Color: CLOUD WHITE
Ext. Refinish: Two-Stage
Ext. Paint Code: QM1

VIN: 1N6AD0E0V2BC417017
Mileage Type: Actual
Code: Z8283B
Int. Color: Steel
Int. Refinish: Two-Stage
Int. Trim Code: W

Options - AudaVIN information Received

2nd Row Head Airbags
Air Conditioning
Auto Locking Hubs (4WD)
Bucket Seats
Chrome Grille
Dual Airbags
Full Size Spare Tire
Intermittent Wipers
Limited Slip Differential
Power Door Locks
Power Windows
Rear Window Defroster
Split Folding Rear Seat
Theft Deterrent System
Tire Pressure Monitor

4-Wheel Drive
Aluminum/Alloy Wheels
Automatic Trans
Center Console
Cruise Control
Electronic Transfer Case
Halogen Headlights
Keyless Entry System
Mud/Splash Guards
Power Mirrors
Privacy Glass
Side Airbags
Stability Cntrl Suspensn
Tilt Steering Wheel
Tow Hooks

AM/FM CD Player
Anti-Lock Brakes
Bed Liner
Chrome Bumper(s)
Driver Information Sys
Floor Mats
Head Airbags
Lighted Entry System
Power Brakes
Power Steering
Pwr Accessory Outlet(s)
Sliding Rear Window
Tachometer
Tinted Glass
Traction Control System

Trailer Hitch Velour/Cloth Seats

AudaVIN options are listed in bold-italic fonts

Damages

Line	Op	Guide	MC	Description	MFR.Part No.	Price	ADJ% B%	Hours	R
Bed									
1	I	433		Panel,Bedside Outer LT	Repair			5.0*	SM
2	L	433	13	Panel,Bedside Outer LT	Refinish			3.6	RF
					2.5 Surface				
					0.6 Two-stage setup				
					0.5 Two-stage				

Rear Bumper

3	EP	565		Bumper,Rear Step	Replace PXN	\$481.00		1.1	SM
---	----	-----	--	------------------	-------------	----------	--	-----	----

Manual Entries

4	SB	M17		Cover Car Exterior	Sublet Repair	\$7.00*			RF
5	SB	M60		Hazardous Waste Removal	Sublet Repair	\$5.00*			SM
5		Items							

MC Message

13 INCLUDES 0.6 HOURS FIRST PANEL TWO-STAGE ALLOWANCE

Estimate Total & Entries

Other Parts						\$481.00		
Paint & Materials			3.6 Hours @	\$48.00		\$172.80		
Parts & Material Total								\$653.80

Labor	Rate	Replace Hrs	Repair Hrs	Total Hrs	
Sheet Metal (SM)	\$65.00	1.1	5.0	6.1	\$396.50
Mech/Elec (ME)	\$95.00				
Frame (FR)	\$100.00				
Refinish (RF)	\$65.00	3.6		3.6	\$234.00

Labor Total			9.7 Hours		\$630.50
Sublet Repairs					\$12.00
Gross Total					\$1,296.30
Net Total					\$1,296.30

Alternate Parts Y/01/01/00/00/00 CUM 01/01/00/00/00 Zip Code: 39201 Audatex Host
 Recycled Parts Y/0/0 Zip Code: 39201
 Rate Name Default

[Handwritten Signature]
 8-3-20

Audatex Estimating 8.0.818 Update 2 ES 08/03/2020 08:57 AM REL 8.0.818 Update 2 DT 07/01/2020
 © 2020 Audatex North America, Inc.

1.1 HRS WERE ADDED TO THIS ESTIMATE BASED ON AUDATEX'S TWO-STAGE REFINISH FORMULA.

Op Codes

* = User-Entered Value	^ = Labor Matches System Assigned Rates	E = Replace OEM
NG = Replace NAGS	EC = Replace Economy	OE = Replace PXN OE Srpls
UE = Replace OE Surplus	ET = Partial Replace Labor	EP = Replace PXN
EU = Replace Recycled	TE = Partial Replace Price	PM = Replace PXN Reman/Rebit
UM = Replace Reman/Rebuilt	L = Refinish	PC = Replace PXN Reconditioned
UC = Replace Reconditioned	TT = Two-Tone	SB = Sublet Repair
N = Additional Labor	BR = Blend Refinish	I = Repair
IT = Partial Repair	CG = Chipguard	RI = R & I Assembly
P = Check	AA = Appearance Allowance	RP = Related Prior Damage



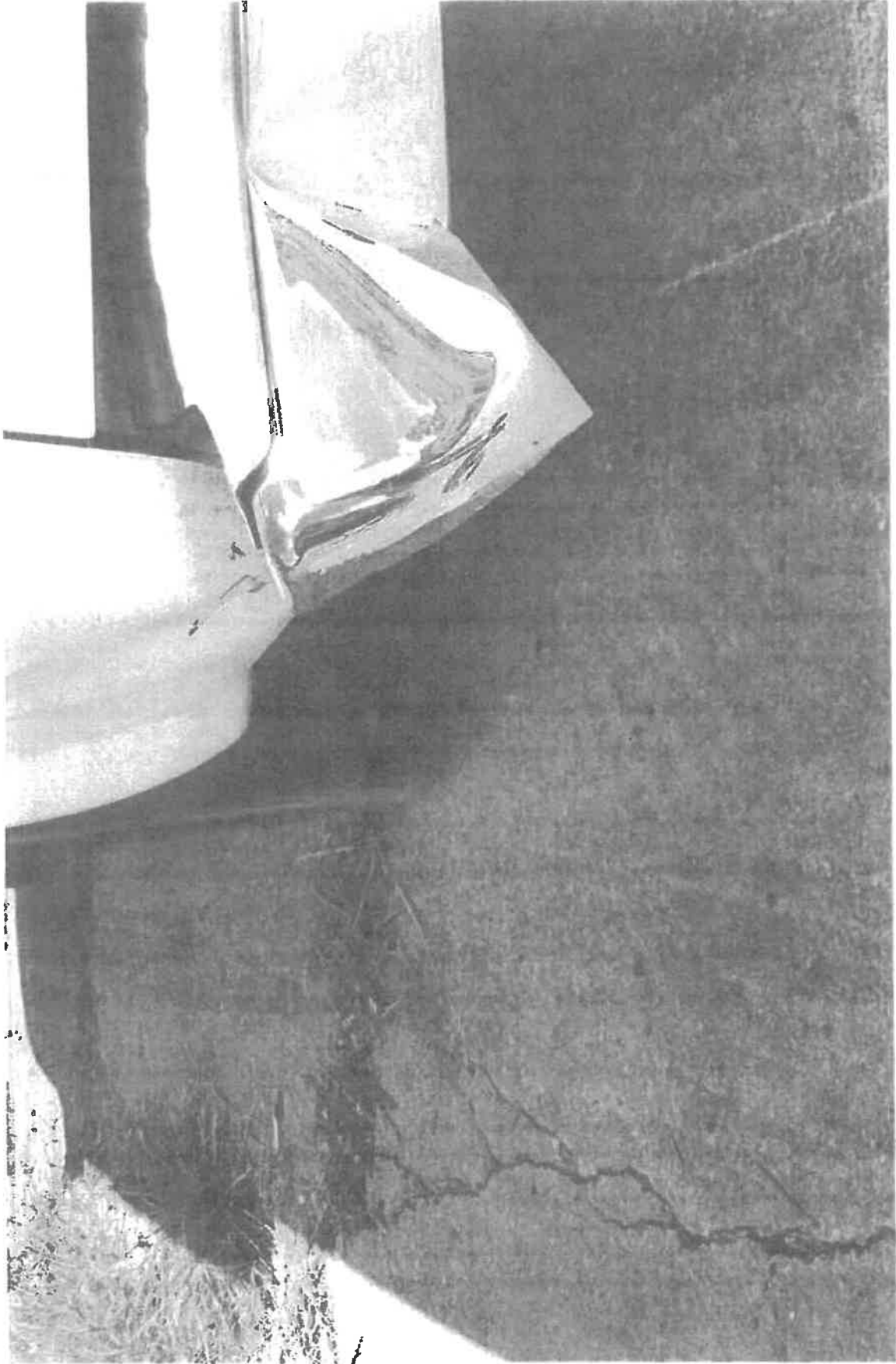
Audatex

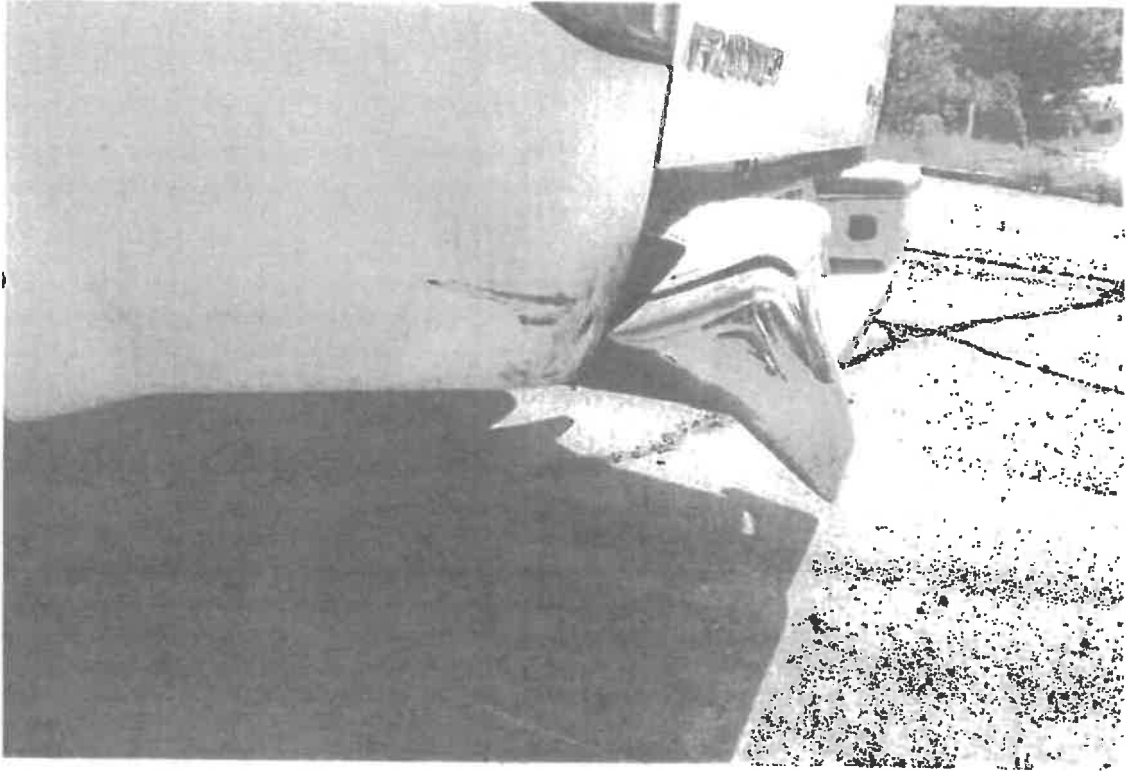
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North America, Inc. All rights reserved.

Solera

Annie "Ruth" Windham





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 – WARD 6

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 ALVAREDO 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.

Consent Agenda Item #6
Agenda Date: December 22, 2020
(HILLMAN, LUMUMBA)

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET 11/12/2020
DATE

POINTS	COMMENTS																																													
1. Brief Description/Purpose	This item provides for the boarding up, cutting of grass and weeds and removing of trash and debris for cases adjudicated a menace by the City Council. The Order is asking that the Mayor be authorized to execute a contract for the completion of the work to improve public health, safety and welfare.																																													
2. Public Policy Initiative 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	1. Neighborhood Enhancement 2. Crime Prevention 7. Quality of Life																																													
3. Who will be affected	All City of Jackson residents																																													
4. Benefits	The cleaning of the private properties will improve the conditions of communities and will also remove threats to the health, safety and welfare of surrounding residents.																																													
5. Schedule (beginning date)	To be determined pending execution of contracts.																																													
6. Location: ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable	CITYWIDE																																													
7. Action implemented by: ▪ City Department <input type="checkbox"/> ▪ Consultant <input type="checkbox"/>	PLANNING AND DEVELOPMENT DEPARTMENT COMMUNITY IMPROVEMENT DIVISION																																													
8. COST	\$ 1,540.00																																													
9. Source of Funding ▪ General Fund ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input type="checkbox"/>	GENERAL FUNDING (001-444.70-6447)																																													
10. EBO participation	<table border="0"> <tr> <td>ABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>___</td> </tr> <tr> <td>AABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>___</td> </tr> <tr> <td>WBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>___</td> </tr> <tr> <td>HBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>___</td> </tr> <tr> <td>NABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>___</td> </tr> </table>	ABE	_____ %	WAIVER	yes	___	no	___	N/A	___	AABE	_____ %	WAIVER	yes	___	no	___	N/A	___	WBE	_____ %	WAIVER	yes	___	no	___	N/A	___	HBE	_____ %	WAIVER	yes	___	no	___	N/A	___	NABE	_____ %	WAIVER	yes	___	no	___	N/A	___
ABE	_____ %	WAIVER	yes	___	no	___	N/A	___																																						
AABE	_____ %	WAIVER	yes	___	no	___	N/A	___																																						
WBE	_____ %	WAIVER	yes	___	no	___	N/A	___																																						
HBE	_____ %	WAIVER	yes	___	no	___	N/A	___																																						
NABE	_____ %	WAIVER	yes	___	no	___	N/A	___																																						

Department of Planning and Development



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

MEMORANDUM

TO: Mayor Chokwe A. Lumumba

FROM: Jordan Hillman,
Director Planning and Development

DATE: November 12, 2020

Ref: Agenda Item

The attached agenda item is an Order requesting that the Mayor execute a contract with IVORY SERVICES LLC for the board- up and securing of structure(s) and/or the cutting of grass and weeds, and removal of trash and debris for certain parcels of real property in the City of Jackson declared to be a menace to public health, safety and welfare pursuant to section 21-19-11 of Mississippi Code. Therefore, we respectfully request that you authorize the execution of contracts from project select and awarded to the said contractor for the following case #2019-1556.

Thank you for your prompt consideration.

Office of the City Attorney

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

OFFICE OF THE CITY ATTORNEY

This **ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND 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 - WARD 6** is legally sufficient for placement in NOVUS Agenda.



Chandra Gayten, Deputy City Attorney



DATE

OFFICE OF THE CITY ATTORNEY
12/11/20
12:02

ORDER ACCEPTING THE BID OF MERCHANT FOODSERVICES, FOR TWELVE MONTHS SUPPLY OF FOODS-BABY FOODS, BID NO. 39331-111020 (ALL WARDS).

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.

COMPANY NAME
Merchants Food Services
ATTN: Jessalynn Smith
1100 Edwards Street
Hattiesburg, Mississippi 39401

ITEMS
1 & 6

Consent Agenda Item #7
Agenda Date: December 8, 2020
(KIDD, LUMUMBA)

:

(KIDD, LUMUMBA)

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

DATE: November 19, 2020

POINTS		COMMENTS																																								
1.	Brief Description/Purpose	Order accepting the bid of the Merchants Food Service for twelve month supply foods; baby foods- Bid No. 39331-111020.																																								
2.	PURPOSE	To serve all children enrolled in the City of Jackson Early Childhood Development Program; breakfast, lunch, and various snacks.																																								
3.	Who will be affected	All children enrolled in the City of Jackson Early Childhood Development Program (Jones & Westside)																																								
4.	Benefits	Healthy eating habits; meeting requirements mandated by the Ms. Department of Education, Nutrition Guidelines as it relates to Child Nutrition, at no charge to parents.																																								
5.	Schedule (beginning date)	After Approval.																																								
6.	Location: Ward: CITYWIDE (yes or no) (area) Project limits if applicable	Citywide.																																								
6.	Action implemented by: <ul style="list-style-type: none"> <input type="radio"/> Mayor's Office <input type="radio"/> City Department <input type="radio"/> Consultant 	Department of Human & Cultural Services, Early Childhood Development Division (Program)																																								
8.	COST	Estimated cost based on the number of children served on a daily basis. Approximately \$8, 000.00.																																								
9.	Source of Funding <ul style="list-style-type: none"> <input type="radio"/> General Fund <input type="radio"/> Enterprise <input type="radio"/> Grant <input type="radio"/> Bond Other	Grant funded through the Mississippi Department of Education, Adult/Child Food Nutrition Program. Program Year: November 2, 2020-October 30, 2021 (Monthly Reimbursement is based on number of meals served x rate). Account Numbers: 081.59851-6227 & 08159872.6227																																								
10.	EBO participation	<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 15%;">ABE</td> <td style="width: 15%;">_____%</td> <td style="width: 15%;">WAIVER</td> <td style="width: 5%;">yes</td> <td style="width: 5%;">___</td> <td style="width: 5%;">no</td> <td style="width: 5%;">___</td> <td style="width: 5%;">N/A</td> </tr> <tr> <td>AABE</td> <td>_____%</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> </tr> <tr> <td>WBE</td> <td>_____%</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> </tr> <tr> <td>HBE</td> <td>_____%</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> </tr> <tr> <td>NABE</td> <td>_____%</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> </tr> </table>	ABE	_____%	WAIVER	yes	___	no	___	N/A	AABE	_____%	WAIVER	yes	___	no	___	N/A	WBE	_____%	WAIVER	yes	___	no	___	N/A	HBE	_____%	WAIVER	yes	___	no	___	N/A	NABE	_____%	WAIVER	yes	___	no	___	N/A
ABE	_____%	WAIVER	yes	___	no	___	N/A																																			
AABE	_____%	WAIVER	yes	___	no	___	N/A																																			
WBE	_____%	WAIVER	yes	___	no	___	N/A																																			
HBE	_____%	WAIVER	yes	___	no	___	N/A																																			
NABE	_____%	WAIVER	yes	___	no	___	N/A																																			

Memorandum

To: The Honorable Chokwe Lumumba
Mayor

From: Dr. Adriane Dorsey-Kidd, Director
Department of Human & Cultural Services

Date: November 19, 2020

Re: Tabulation of Bid Received on Twelve-Month Supply of Foods-Baby Foods;
Term: November 02, 2020 through October 30, 2021; Bid No. 39331-111020;
Advertised: October 22 & 29, 2020; Opened: November 10, 2020

I recommend the vendor for the following bid items:

Merchants Food Service
Attn: Jessalynn Smith
1100 Edwards Street
Hattiesburg, Mississippi 39401

Item #1
Item #6

Division Manager:



Date:

11/24/20

Purchasing Division
200 South President Street – Suite 604
Jackson, MS 39212
(601) 960-1025 (Fax) (601) 960-1049

City of Jackson

Memorandum

To: Michael Davis, Serving Equal Business Opportunity Officer
Office of Economic Development
Vic Sexton, Serving Equal Business Opportunity Officer
Office of Economic Development

From: Purchasing Division

Thru: Lender Monson, Manager, Early Childhood Development Division,
Department of Human and Cultural Services

CC: Dr. Robert Blaine, Chief Administrative Officer

Date: November 12, 2020

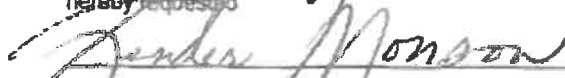
Re: Bid Number: 39331-111020 – Twelve (12) Month Supply of Foods-Baby Foods

The attached bid and tabulations have been prepared by the Purchasing Division for the department/ division contact person as a guide to review the bid technical specifications. Bids were received on November 10, 2020 as follows:

Vendor Name	TECHNICAL		EBO PLAN (Included w/Bid Package?)	
	YES	NO	YES	NO
Merchant Food Services, Inc.			X	

The source of funding is Various Fund.

I have completed the technical review and appropriately marked the bids meeting ALL technical specifications. I am forwarding this review to the EBO Officer for appropriate action. A determination for compliance with the City's EBO Ordinance and EBO Plan as submitted with the above referenced bid is hereby requested.


Signed (Department / Division Contact Person)


Date:

Please attach a copy of Bid Recommendation.

TABULATION OF BID RECEIVED ON TWELVE-MONTH SUPPLY OF FOODS -- BABY FOODS

TERM: NOVEMBER 2, 2020 THROUGH OCTOBER 30, 2021
 BID NO. 39331-111020
 ADVERTISED: OCTOBER 22 & 29 2020
 OPENED: NOVEMBER 10, 2020

EARLY CHILDHOOD DEVELOPMENT DIVISION
 DEPARTMENT OF HUMAN & CULTURAL SERVICES

ACCOUNT: VARIOUS FUNDS

Merchants Foodservice
 Attn: Jessalynn Smith
 1109 Edwards Street
 Hattiesburg, MS, 39401
 1100 Edwards Street
 Hattiesburg, MS, 39401
 (601) 584-3196

ITEM	DESCRIPTION	BID UNIT/SIZE	ALTERNATE UNIT/SIZE	Price Per Lowest Common Unit of Pricing
1.	Applesauce, Strained 2 nd Food	611566		\$21.28
	Est. usage during term:	6		
	No. of units per case:	12		16
	Unit size (#10 can, 2 lb., gallon, qt., etc.):	4 oz		4 oz
	Brand quoting on:			Gerber
	Grade (if applicable):			
2.	Banana, Strained 2 nd Food	6		No Bid
	Est. usage during term:	6		
	No. of units per case:	12		
	Unit size (#10 can, 2 lb., gallon, qt., etc.):	4 oz		
	Brand quoting on:			
	Grade (if applicable):			
3.	Green Beans, Strained			No Bid
	Est. usage during term:	6		
	No. of units per case:	12		
	Unit size (#10 can, 2 lb., gallon, qt., etc.):	4 oz		
	Brand quoting on:			
	Grade (if applicable):			

ITEM	DESCRIPTION	BID UNIT/SIZE	ALTERNATE UNIT/SIZE	PRICE
4.	Green Beans, Strained 2 nd Food	6		Per Lowest Common Unit of Pricing No Bid
	Est. usage during term	6		
	No. of units per case	12		
	Unit size (#10 can, 2 lb., gallon, qt., etc.)	4oz		
	Brand quoting on:			
	Grade (if applicable):			
5.	Beef, Strained w/Gravy 2 nd Food	6		No Bid
	Est. usage during term:	6		
	No. of units per case	12		
	Unit size (#10 can, 2 lb., gallon, qt., etc.)	2.5oz		
	Brand quoting on:			
	Grade (if applicable):			
6.	Carrot, Strained 2 nd Food	611555		\$21.28
	Est. usage during term:	6		
	No. of units per case	12		16
	Unit size (#10 can, 2 lb., gallon, qt., etc.):	4oz		4oz
	Brand quoting on:			Other
	Grade (if applicable):			

Merchants Foodservice
 Attn: Jessilyn Smith
 1100 Edwards Street
 Hattiesburg, MS 39401
 1100 Edwards Street
 Hattiesburg, MS 39401
 (601) 584-3196

Office of the City Attorney

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

OFFICE OF THE CITY ATTORNEY

This **ORDER ACCEPTING THE BID OF MERCHANT FOOD SERVICES FOR TWELVE MONTHS SUPPLY OF FOODS-BABY FOODS, BID NO. 39331-111020 (ALL WARDS)** is legally sufficient for placement in NOVUS Agenda.



Timothy Howard, City Attorney
Kristen Love, ls/KL



Date

OFFICE OF THE CITY ATTORNEY
12/18/20
cd (2/18/20)

ORDINANCE OF THE CITY OF JACKSON ESTABLISHING THE JACKSON COMMISSION ON THE STATUS OF WOMEN

WHEREAS, it is the public policy of the City of Jackson to encourage, promote and foster the success and well-being of all of its citizens; and

WHEREAS, like other minorities, there are many conditions and practices affecting women which impose special limitations or burdens upon them and which tend to limit opportunities available to women; and

WHEREAS, the purpose of this ordinance is to create a Commission on the Status of Women to focus on the improvement of the overall quality of life of women, specifically in the areas of education, health, economics, political participation, and race relations; and

WHEREAS, the Jackson Commission on the Status of Women shall consist of one representative from each ward chosen by their respective Councilperson. Each having recognized ability and achievement, and who have a proven record of efforts to improve the status of women; and

WHEREAS, the purpose of this commission will be to conduct research and to study issues affecting the status of women in Jackson, MS; advise and consult with the Jackson City council on policies affecting the status of women in Jackson, and to publish periodic reports documenting the legal, economic, social and political status, and other concerns of women in Jackson, MS; and

WHEREAS, the term of each member shall be (4) years. All vacancies shall be filled by the current Councilperson for the affected ward; and

WHEREAS, the City of Jackson shall be responsible for any impending membership dues to the State of Mississippi's Commission on the Status of Women.

IT IS THEREFORE ORDAINED the City of Jackson shall establish the Jackson Commission on the Status of Women.

STAMPS

Intro to Ordinance #8
Agenda Date: December 22, 2020
(STAMPS)

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;

Adoption of Ordinance #9
Agenda Date: December 22, 2020
(HILLMAN, LUMUMBA)

- (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).

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET December 10, 2020

DATE

POINTS		COMMENTS
1.	Brief Description	Ordinance amending sections of Chapter 26 Buildings and Building Regulations of the Code of Ordinances of the City of Jackson.
2.	Public Policy Initiative 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	4, 5, 7
3.	Who will be affected	Residents and Contractors doing business with the City of Jackson Office of Code Services
4.	Benefits	The 2018 codes update and clarify prior code series and are more inclusive of current technology and trends.
5.	Schedule (beginning date)	Upon Effective Date after approval
6.	Location: ■ WARD ■ CITYWIDE (yes or no) (area) ■ Project limits if applicable	All Wards Yes
7.	Action implemented by: ■ City Department <input checked="" type="checkbox"/> ■ Consultant <input type="checkbox"/>	Department of Planning and Development Code Services Division
8.	COST	Cost of Publication of Ordinance
9.	Source of Funding ■ General Fund <input checked="" type="checkbox"/> ■ Grant <input type="checkbox"/> ■ Bond <input type="checkbox"/> ■ Other <input type="checkbox"/>	General Fund
10.	EBO participation	ABE _____ % WAIVER yes ___ no ___ N/A _____ AABE _____ % WAIVER yes ___ no ___ N/A _____ WBE _____ % WAIVER yes ___ no ___ N/A _____ HBE _____ % WAIVER yes ___ no ___ N/A _____ NABE _____ % WAIVER yes ___ no ___ N/A _____



MEMORANDUM

To: Mayor Chokwe Antar Lumumba

From: Jordan Rae Hillman, AICP
Director, Department of Planning and Development

Date: November 20, 2020

Subject: Agenda Item for City Council Meeting – Adoption of 2018 Building Code Family.

Attached you will find an item for the agenda replacing certain sections of Chapter 26 of the Code of Ordinances governing Buildings and Building Regulations. These amendments are replacing references to the 2012 International Building Code Family and replacing them with the 2018 International Building Code Family.

The city is currently governed by the 2012 International Building Code family that was adopted in February of 2015. The Office of Code services is recommending that the more modern 2018 International Building Code family be adopted.

Please free to contact Jordan Hillman at 601-960-2004 with any questions or clarifications you may have.

Office of the City Attorney

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

OFFICE OF THE CITY ATTORNEY

This **ORDINANCE 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** is legally sufficient for placement in NOVUS Agenda.



Chandra Gayten, Deputy City Attorney

12/2/20

DATE

OFFICE OF THE CITY ATTORNEY

CF

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.

OFFICE OF THE CLERK
12/20/20

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.

Agenda Item #12
Agenda Date: December 22 2020
(HORTON, LUMUMBA)



Department of Administration

Post Office Box 17
Jackson, Mississippi 39205-0017

MEMORANDUM

TO: Chokwe A. Lumumba, Mayor

FROM: Laa Wanda Jones Horton, Director
Department of Administration *LWJ*

DATE: December 1, 2020

RE: **FY 2021 Lease/Loan Transactions**

This agenda item authorizes the City to reimburse itself from the proceeds of a Master Lease Purchase Agreement. This resolution is required by Treasury Regulation 1.150-2.

The Parks and Recreation Department purchased one (1) backhoe. The backhoe was purchased for the following purposes:

1. To maintain safe, clean, and pleasing environment for all City of Jackson parks, designated green spaces.
2. This includes 72 athletic fields, 57 parks, golf course, and cemeteries.

Payment for equipment was made on October 27, 2020. In order for the City to be reimbursed from the Master Lease Purchase Agreement, the City's reimbursement resolution must be approved by the City Council no later than sixty (60) days from the date of payment by the City. In order to meet this deadline, the reimbursement order must be approved by the City Council no later than December 22, 2020.

Another reimbursement order for all other purchases to be reimbursed through the Master Lease Purchase Agreement will be submitted at a later date.

Should you have any questions, please let me know.

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET DATE: 12/1/2020

OFFICE OF THE
CITY CLERK

P O I N T S		C O M M E N T S								
1.	Brief Description/Purpose	Reimburse Master Lease								
2.	Public Policy Initiative 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	Neighborhood Enhancement								
3.	Who will be affected	Parks and Recreation Department and all citizens								
4.	Benefits	Enhanced services to citizens and spread out cost of equipment over its useful life								
5.	Schedule (beginning date)	Upon approval by City Council								
6.	Location: ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable	Citywide								
7.	Action implemented by: ▪ City Department ▪ Consultant	Department of Administration								
8.	COST	\$108,500.61								
9.	Source of Funding ▪ General Fund ▪ Grant ▪ Bond ▪ Other	00550410-6872								
10.	EBO participation	ABE	_____ %	WAIVER	yes	___	no	___	N/A	___X___
		AABE	_____ %	WAIVER	yes	___	no	___	N/A	___X___
		WBE	_____ %	WAIVER	yes	___	no	___	N/A	___X___
		HBE	_____ %	WAIVER	yes	___	no	___	N/A	___X___
		NABE	_____ %	WAIVER	yes	___	no	___	N/A	___X___

Office of the City Attorney

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

OFFICE OF THE CITY ATTORNEY
12/2/20

OFFICE OF THE CITY ATTORNEY

This **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) BACKHOLE FOR THE PARKS AND RECREATION DEPARTMENT** is legally sufficient for placement in NOVUS Agenda.

/s/Monica D. Allen
Special Assistant

12/2/20
DATE

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

OFFICE OF THE CITY ATTORNEY
700 W. 21st St.
JACKSON, MS 39201

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 \$420.03 per month (\$32.31 per site) for a yearly total \$5,040.36; and

WHEREAS, said term of this agreement shall be for a period of three (3) years for a total cost of \$15,121.08.

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 a cost \$15,121.08 for a period three (3) years beginning at the date of execution.

Agenda Item #13
Agenda Date: December 22 2020
(HORTON, LUMUMBA)

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

10/28/2020

DATE

P O I N T S		C O M M E N T S	
1.	Brief Description/Purpose	Tower Monitoring Agreement with Tower Sentry to monitor the light system on thirteen (13) telecommunications towers for the City of Jackson.	
2.	Purpose	To provide electronic notification and Notice To Airmen (NOTAM)'s to the City of Jackson and the nearest Flight Service Station.	
3.	Who will be affected	City of Jackson	
4.	Benefits	To provide continuous tracking and notification of any light failure or problems which would pose a danger to air navigation and to fulfill FCC/FAA Regulatory Requirements	
5.	Schedule (beginning date)	Upon Execution, effective November 1, 2020 through October 31, 2023.	
6.	Location: ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable	CITYWIDE	
7.	Action implemented by: ▪ City Department <input type="checkbox"/> ▪ Consultant <input type="checkbox"/>	Department of Administration, Telecommunications Division	
8.	COST	Total cost for three years is \$16,380.00. \$455.00 per month (\$35.00 per site). A yearly total of \$5,460.00.	
9.	Source of Funding ▪ General Fund <input type="checkbox"/> ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input type="checkbox"/>	Technology Fund	
10.	EBO participation	ABE _____ % AABE _____ % WBE _____ % HBE _____ % NABE _____ %	WAIVER yes ___ no ___ N/A ___ WAIVER yes ___ no ___ N/A ___ WAIVER yes ___ no ___ N/A ___ WAIVER yes ___ no ___ N/A ___ WAIVER yes ___ no ___ N/A ___

Department of Administration



Post Office Box 17
Jackson, Mississippi 39205-0017

Chokwe Lumumba
Mayor of the City of Jackson

MEMORANDUM

TO: Mayor, Chokwe Lumumba

FROM: LaaWanda Horton, Director of Administration

DATE: October 29, 2020

SUBJECT: Tower Light Monitoring Agreement with Tower Sentry

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.

The cost of this agreement is \$16,380.00 beginning November 1, 2020 until October 31, 2023.. The Department of Administration have reviewed this contract for technical soundness, I am recommending the execution of this monitoring agreement with TowerSentry.

/ah

| |

Office of the City Attorney

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

OFFICE OF THE CITY ATTORNEY

This ORDER AUTHORIZING THE MAYOR TO EXECUTE A MONITORING AGREEMENT WITH TOWERSENTRY TO PROVIDE TOWER MONITORING SERVICE FOR THE LIGHTED TELECOMMUNICATIONS TOWER FOR THE CITY OF JACKSON is legally sufficient for placement in NOVUS Agenda.



Timothy Howard, City Attorney

Briana Keeler, Deputy City Attorney *BK*

11/2/20

DATE

OFFICE OF THE CITY ATTORNEY
11/2/20

OFFICE OF THE CITY ATTORNEY
10-11-20

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 Alltel 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 an 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.

Agenda Item #14
Agenda Date: December 22 2020
(HORTON, LUMUMBA)

Department of Administration



Post Office Box 17
Jackson, Mississippi 39205-0017

Chokwe Antar Lumumba
Mayor of the City of Jackson

MEMORANDUM

TO: Mayor Chokwe Antar Lumumba

FROM: LaaWanda Horton, Director of Administration

DATE: October 13, 2020

SUBJECT: Alltell Corporation dba Verizon Wireless Personal Communications Agreement
To Install Equipment at Fire Sation 19/ Site # 7.

Alltell Corporation dba Verizon Wireless desires to install antennas and electronic communications equipment at City of Jackson tower site Fire Station 19. The new agreement will improve cellular service by providing increased bandwidth for Verizon customers within the area. In return for use of the City's tower site, Verizon Wireless will remit Two Thousand Dollars (\$2000.00) a month to the City in addition to a 3.5% annual escalator.

Based on the above, the Telecommunications Division recommends entering into a new agreement with Verizon Wireless for the installation of antennas and other equipment.

FW/ah

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

10/13/20
DATE

POINTS		COMMENTS								
1.	Brief Description/Purpose	Alltell Corporation dba Verizon Wireless desires to execute an agreement to erect antennas and electronic communications equipment at Fire Station 19 located at 5802 Ridgewood Road, Jackson, Mississippi 39211.								
2.	Purpose	To allow Verizon Wireless to install new equipment for the purpose of improving its ability to meet the demand of broadband request within the City of Jackson.								
3.	Who will be affected	All City Departments and Citizens.								
4.	Benefits	Improve broadband capabilities of Verizon Wireless for the citizens of Jackson and increase revenue by \$2,000.00 per month plus a 3.5% annual escalator for the City of Jackson.								
5.	Schedule (beginning date)	February 1, 2021.								
6.	Location: • WARD • CITYWIDE (yes or no) (area) • Project limits if applicable	CITYWIDE								
7.	Action implemented by: • City Department <input type="checkbox"/> • Consultant <input type="checkbox"/>	Department of Administration, Telecommunications Division								
8.	COST	No cost are associated on behalf of the City. Verizon Wireless shall bear all cost.								
9.	Source of Funding • General Fund <input type="checkbox"/> • Grant <input type="checkbox"/> • Bond <input type="checkbox"/> • Other <input type="checkbox"/>	N/A								
10.	EBO participation	ABE	_____ %	WAIVER	yes	___	no	___	N/A	<u>X</u>
		AABE	_____ %	WAIVER	yes	___	no	___	N/A	<u>X</u>
		WBE	_____ %	WAIVER	yes	___	no	___	N/A	<u>X</u>
		HBE	_____ %	WAIVER	yes	___	no	___	N/A	<u>X</u>
		NABE	_____ %	WAIVER	yes	___	no	___	N/A	<u>X</u>

Office of the City Attorney

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

OFFICE OF THE CITY ATTORNEY

OFFICE OF THE CITY ATTORNEY
10/11/17
JK

This **ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH ALLTEL CORPORATION DBA VERIZON WIRELESS TO IMPROVE BROADBAND COVERAGE WITHIN THE CITY OF JACKSON** is legally sufficient for placement in NOVUS Agenda



Timothy Howard, City Attorney

Date

Briana Keeler, Deputy City Attorney 

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

OFFICE OF THE CITY ATTORNEY
12/22/20
10/17/20

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.

Agenda Item #15
Agenda Date: December 22 2020
(HORTON, LUMUMBA)

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

12-9-2020

DATE

(as revised 3/6/01)

P O I N T S		C O M M E N T S				
1.	Brief Description	AVTEX Solutions, LLC one-year client support agreement provides interactive voice response support for queuing the citizens of Jackson calls to our WSBA agents which is the foundation for assisting citizens and annex areas with their water bill questions and concerns.				
2.	Purpose	To assist the City's Water and Sewer Business Administration in efficiently and accurately communicating with customers.				
3.	Who will be affected	Water and Sewer Business Administration and citizens.				
4.	Benefits	This will provide maintenance for the call center system.				
5.	Schedule (beginning date)	November 1, 2020 through October 31, 2021				
6.	Location: ■ WARD ■ CITYWIDE (yes or no) (area) ■ Project limits if applicable	Citywide, Water and Sewer Business Administration				
7.	Action implemented by: ■ City Department <input type="checkbox"/> ■ Consultant <input type="checkbox"/>	City Department, Department of Administration				
8.	COST	\$45,142.27				
9.	Source of Funding ■ General Fund <input type="checkbox"/> ■ Grant <input type="checkbox"/> ■ Bond <input type="checkbox"/> ■ Other <input type="checkbox"/>	Technology Fund Account # 004-90400-6464				
10.	EBO participation	<u> X </u> _____ % ABE <u> X </u> _____ % AABE <u> X </u> _____ % WBE <u> X </u> _____ % HBE <u> X </u> _____ % NABE <u> X </u> _____ %	WAIVER WAIVER WAIVER WAIVER WAIVER WAIVER	yes ___ yes ___ yes ___ yes ___ yes ___ yes ___	no ___ no ___ no ___ no ___ no ___ no ___	N/A N/A N/A N/A N/A N/A

Department of Administration



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

To: Mayor Chokwe Antar Lumumba
From: LaaWanda Horton, Director Department of Administration
Date: December 9, 2020
Re: AVTEX Client Support Agreement

The attached quote is to renew maintenance for the Water and Sewer Business Administration call center software provided by AVTEX Solutions, LLC. This maintenance provides interactive voice response support for queuing the citizens of Jackson calls to our WSBA agents which is the foundation for assisting citizens and annex areas with their water bill questions and concerns. Moreover, this agreement provides assurance for replacement of appliances in the event of appliance failure. AVTEX is the sole provider of its maintenance software.

The previous agreement is expired and the cost associated with this renewal is \$45,142.27 beginning November 1, 2020 through October 31, 2021. The Division of Information Systems recommends renewing the client support agreement with AVTEX Solutions, LLC.

LW/mcj | |



Fueling Exceptional Customer Experiences

October 10, 2019

Purchasing Division
City of Jackson
2320 Riverside Drive
Jackson, MS 32905

Re: Sole Source Letter

To Whom It May Concern:

Since AVDS (now Avtex) is the vendor who installed and configured the customizations on City of Jackson's Genesys / Interactive Intelligence systems, it is the only Genesys / Interactive Intelligence Certified Partner who is capable of providing technical support for City of Jackson's specific call center applications.

Please consider this as confirmation that Avtex is sole provider for support and services for City of Jackson's Genesys/Interactive Intelligence systems.

Technical support will be provided by Avtex Solutions, LLC, a Certified Genesys Telecommunications Partner, with headquarters at 3500 American Blvd W #300, Bloomington, MN 55431. Standard technical support hours are from 7:00 A.M. to 7:00 P.M. CST/CDT, with after-hours, weekend, and holiday emergency support through on-call technicians.

Avtex Solutions LLC
PO Box 856660
Minneapolis, MN 55485-6660

**BASIC
CLIENT SUPPORT AGREEMENT
Software Break-Fix Only**

This **CLIENT SUPPORT AGREEMENT** ("Agreement") is entered into as of November 1, 2020 ("Effective Date") by and between Avtex Solutions, LLC ("Avtex") a corporation organized under the laws of Minnesota, with principal offices located at 3500 American Blvd. West, Suite 300, Bloomington, Minnesota 55431 and City of Jackson ("Client") with principal offices located at 2320 Riverside Drive, Jackson, Mississippi 32905. Avtex and Client may be collectively referred to below as the "Parties", or each, individually, either as Avtex or Client or as a "Party."

This Agreement covers only the maintenance and support and is governed by and issued under the Master Sales Agreement ("MSA"), made by and between Avtex and Client. In the event of a conflict of the terms of this Agreement and the MSA, then this Agreement shall prevail as it pertains to the conflict. Any capitalized terms that are not defined herein shall have the meaning assigned to them in the MSA.

Avtex agrees to provide the services described in this Agreement, for the "System" owned by Client for the term of this Agreement. The System is hereby incorporated as "Exhibit A." In addition, Avtex shall provide the additional features included with Basic Support to Client. A list of all additional features included with Basic Support are hereby included as "Exhibit B."

1. TERM AND AMOUNT.

The Initial Term of the Agreement will be one year from the Effective Date commencing on **November 1, 2020** and ending on **October 31, 2021**. Term of Agreement will not commence until both parties have executed this Agreement and Client will have paid Avtex the amount of **\$45,142.27** plus tax annually. Termination by Client will immediately require payment of any outstanding or unbilled amounts for the remaining term. This Agreement shall survive the conclusion of the Initial Term and shall continue govern any Subsequent Terms entered into by the Client for maintenance and support, unless either Party provides a notice to terminate this Agreement. Any termination shall be effective only on the expiration of the then current Term. Subsequent Terms shall be an annual term and billed at then-current Avtex rates. Annual adjustments for incremental purchases of product and services along with manufacturer price adjustments will apply. Payment for Subsequent Terms will be due in advance of the commencement date of the then Subsequent Term. The Client will give Avtex written notice of termination of this Agreement sixty (60) days prior to the Effective Date of a renewal Term. Avtex will give the Client at least sixty (60) days' notice if Avtex chooses not to offer a renewal Term. Should Client wish to change support plans, it shall give Avtex no less than sixty (60) days written notice. Should Avtex wish to sunset this Agreement due to material changes to the Basic Support Program or Support Program Options, it shall give the Client no less than sixty (60) days written notice. Upon notice, Avtex and Client will, in good faith, review and agree on a new Agreement that shall govern the new support plan.

2. CLIENT SUPPORT SERVICES.

- A. **Software Maintenance.** This agreement entitles the Client to all PureConnect patches when they become generally available by Genesys. Avtex will provide maintenance on the base PureConnect System Software. Reference Exhibit A for software covered.
- B. **Software Upgrades.** This agreement entitles the Client to all the base PureConnect software upgrades, referred to as "Release" or Rx, when they become generally available by Genesys. Labor for software upgrades (example - 201x Rx) and feature activations will be invoiced at then current Avtex labor rates.
- C. **System Back-ups.** Client is responsible for performing configuration back-ups on the System. In the event that Avtex must restore the System and the backed-up configuration is not accurate, Client agrees to pay all labor required at then current Avtex labor rates. Reference Exhibit A for software covered.

3. EXCLUDED/ADDITIONAL SERVICES.

The following services are available at the Client's request but are expressly excluded from this Agreement. The Client agrees to pay additional charges for such services, along with services noted in Section 2 above, at then current

Avtex rates. Additional equipment or features, ordered by the Client, is subject to the prices prevailing at the time orders are placed.

- A. Repair of damage, replacement of parts or increase in service time caused by:**
- i. Failure by the Client to continually provide a suitable environment for the System(s), including but not limited to adequate space, electrical power, air conditioning, dust control, connectivity to telephone system, host computer system and LAN;
 - ii. Failure by the Client to follow the installation, operation and maintenance instructions provided by Avtex;
 - iii. Neglect; misuse, tampering, accident or abuse, including use of the System for purposes other than which designed;
 - iv. Wiring, repair, alteration, modifications or improper installation by anyone other than Avtex, its subcontractors or affiliates without Avtex prior written approval or supervision;
 - v. A corrosive atmosphere harmful to electronic circuits;
 - vi. Damages caused by pests or domestic animals;
 - vii. Accidents, disaster including water, wind, fire, lightning and earthquake; unusual electrical shock; transportation; acts of God or public enemy;
 - viii. Vandalism, burglary; theft, lost or stolen parts; and/or
 - ix. Equipment other than equipment under Warranty or Support Agreement from Avtex including damages caused by equipment or lines of the host telephone system, host computer or LAN.
- B. Hardware Maintenance.** On a billable basis, Avtex will provide such service and repairs as may be reasonably necessary to keep the System operating in good working order.
- C. Application Maintenance.** On a billable basis, Avtex will provide support for applications installed as part of the original installation proposal or added through a request for application development and limited to applications developed by Avtex or its subcontractors.
- D. Client and/or Third-Party Software Application Maintenance.** Requests for support on applications developed and/or installed by the Client or other 3rd party vendors are not included. Client agrees to pay the labor required for such support, invoiced at then current Avtex labor rates.
- E. Labor for Software Upgrades.** Labor to install Software Upgrades as described in Section 2. Software Upgrades, is excluded and will be invoiced at then current Avtex labor rates.
- F. Monitoring.** Avtex will, with a valid Managed Services agreement, provide proactive monitoring and alerting via Kaseya. Alerts will be sent to a Client designated e-mail address and Avtex Support for remediation.
- G. Moves, Add, Change, Delete (MACD).** Avtex will, with a valid Managed Services agreement, provide remotely such services as are necessary and available with respect to the System administration i.e.: to move, add, change, delete the System during business hours as defined in Section 4.d.
- H. Training.** Avtex training services are available to Client in accordance with Avtex's then standard practices and then current Avtex labor rates.
- I. Custom Software Application Upgrades** created to meet the Client's specific needs, which exceed the publisher's usual and customary programming practices, may incur additional programming charges in the upgrade of the operating system software. Avtex will notify Client of such Applications that may result in additional upgrade charges prior to their creation.

- J. Any services required for reconfiguration of the PureConnect system as required to support the Client's changing of their Central Office (CO). This includes, but not limited to, changes within the same CO, changing CO's and/or adding circuits.
- K. **Ancillary Servers & Non-Genesys Software.** Support for ancillary servers and software, excluding the main PureConnect server, are the responsibility of the Client.
- L. Failures or malfunction of the system caused, directly or indirectly, by failures or malfunctions of the trunk or toll lines, cable or other equipment connecting the equipment to the telecommunications system, failure of the host telephone system, abnormal power fluctuations or any expired SSL certificates or domain names are not covered by this Agreement.

4. SUPPORT COVERAGE.

Services not defined in Section 2 above will be billed in 15-minute increments, after exceeding the 30-minute minimum.

- A. **Response/Emergency.** Avtex provides 24x7 live answer for emergencies. Non-Emergencies will be addressed during business hours, as defined in Section 4.d

Emergency is defined as:

- i. Unscheduled total system outage or failure to reboot
 - ii. Inability to access the system through 25% or more of all ports
 - iii. Loss of system integration
 - iv. Continual system restarts or failovers
 - v. Loss of dial tone on more than 25% of system
 - vi. A custom software program developed by Avtex is not functioning.
- B. **Response/ Non-Emergency.** Avtex will acknowledge non-critical issues by 10:00 a.m. Central the next business day after notice thereof.
 - C. **Business Hours.** Business hours will be understood to mean Monday through Friday, 7:00 a.m. to 7:00 p.m. Central, except any holidays observed by either Avtex or Client.
 - D. **Non-Business Hours.** Non-business hour emergency support will be provided for break-fix related issues. Non-break-fix issues will be addressed the following business day as outlined in Section 4.b., unless invoicing is approved by the Client.
 - E. **On-Site Support.** Any on-site coverage will be invoiced at then current Avtex rates.

5. CURRENT BILLABLE SERVICE LABOR RATES.

Services provided during business hours, as defined in Section 4.d., will be billed at then current Avtex labor rates.

Services provided during non-business hours requires 30-minute minimum billing at the non-business hour rate of \$235 per hour.

6. OBLIGATIONS OF CLIENT.

- A. In addition to Client's obligation to pay the amount stated in Section 1 for maintenance, support and Managed Services, Client will pay to Avtex, all charges, including applicable taxes set forth below:
 - i. The additional charges for services provided as specified in Section 2.
 - ii. The price for additional equipment and features ordered as specified in Section 3.
 - iii. When escalation of an issue to the manufacturer is required, any fees associated with engaging the manufacturer.

- B. "Payment" - The amount set forth in Section 1 of this Agreement will be due and payable in advance of the commencement date. All other charges will be due and payable upon receipt of invoice.
- C. To permit performance of services herein mentioned, Client hereby grants Avtex access as necessary to the business premises of Client.
- D. Client agrees to allow Avtex to use Client's name for marketing purposes.
- E. Client will provide appropriate environmental conditions for the physical sever locations.

7. DEFAULT.

If Client is delinquent in payment of sums of money owing to Avtex for any invoices arising out of this Agreement, Avtex will have the right after five (5) business days' written notice to cease all performance of its obligations hereunder until such payment delinquencies are cured. Further, Avtex may collect interest upon the sum then due and owing at the maximum rate of 18% per annum from the due date of the last payment until such default by Client has been cured. It is expressly agreed and understood that in no event will the aggregate interest exceed the maximum rate of interest that can be charged under the applicable state law.

8. LIMITATION OF LIABILITY.

Notwithstanding same, should the System malfunction or cease to function for any reason, including telephone service interruption, defective parts or workmanship, negligence of Avtex, or any breach or alleged breach of this Agreement, Avtex's liability hereunder will be limited to general money damages in an amount not to exceed three (3) months maintenance service. Such limitation will be the full extent of Avtex's liability regardless of the form in which any legal or equitable action may be brought against Avtex, and the foregoing will constitute Client's exclusive remedy.

UNDER NO CIRCUMSTANCES WILL AVTEX BE LIABLE FOR ANY LOST PROFITS OR FOR SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, OR COMMERCIAL LOSS, OR FOR INFRINGEMENT CLAIMS DUE TO USE OF SOFTWARE, EVEN IF AVTEX HAS BEEN ADVISED.

9. EMPLOYEES.

Client agrees not to hire directly or indirectly any employee(s) of Avtex from the date of this Agreement and for one (1) year thereafter without prior consent from the President of Avtex. Should Client hire such an employee during this period, the Client will pay, as liquidated damages and not as a penalty, the sum of Seventy-Five Thousand Dollars (\$75,000) for each employee hired.

IN WITNESS WHEREOF, Avtex and Client cause this Agreement to be executed by their duly authorized representatives, who is authorized to enter into legal contracts on their party's behalf, as of the Effective Date, regardless of the date of signature below.

Avtex Solutions, LLC

City of Jackson

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Avtex Compliance Approved: _____

Exhibit A - System

We based our pricing on the configuration provided to us below. Any additions or reductions to software, hardware and applications will affect the pricing, as well as, any manufacturer pricing adjustments.

Item		
CIC Software:		Basic
1	CIC Advanced Server	\$ 5,392.20
1	Switchover clone for CIC	\$ 919.13
1	Speech Recognition Services 4.0 Version	\$ 244.85
1	IceLib API	\$ 1,225.50
1	Interaction Dialer	\$ 919.13
28	Call Center Level 3 Workstation	\$ 10,534.40
3	Interaction Supervisor add-on	\$ 459.56
6	Interaction Scripter add-on	\$ 661.77
6	Interaction Dialer add-on	\$ 1,066.19
228	Unified Messaging add-on	\$ 1,955.90
28	Desktop Faxing add-on	\$ 68.63
119	Basic Session	\$ 4,375.04
56	Advanced Session	\$ 5,147.10
23	Interaction Dialer Session	\$ 281.87
119	Media Sessions	\$ 2,479.19
CIC Software Sub-Total:		\$ 35,730.43
Third Party Software:		
24	Nuance Recognizer 9 Tier 3 Base Language Port	\$ 9,411.84
Third Party Software Sub-Total:		\$ 9,411.84
		Basic
		\$ 35,730.43
		\$ 9,411.84
		\$45,142.27

Exhibit B - Basic Features

The below items are included with Basic Support

- Access to Avtex Technical Services 24x7
- Access to Avtex Customer Portal
- Avtex Labor to Apply Genesys Patches
- CX Consultation Call

Office of the City Attorney

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

OFFICE OF THE CITY ATTORNEY
12/15/20

OFFICE OF THE CITY ATTORNEY

This ORDER AUTHORIZING THE MAYOR TO EXECUTE A CLIENT SUPPORT AGREEMENT WITH AVTEX SOLUTIONS, LLC FOR THE WATER AND SEWER BUSINESS ADMINISTRATION CALL CENTER, is legally sufficient for placement in NOVUS Agenda.



Timothy Howard, *City Attorney*

Briana Keeler, *Deputy City Attorney* 

12/15/20

Date

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

62
12/15/20
CITY

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.

Agenda Item #16
Agenda Date: December 22 2020
(HORTON, LUMUMBA)

Department of Administration



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

OK
LW 12/15/20

MEMORANDUM

TO: Chokwe A. Lumumba, Mayor

FROM: LaaWanda Horton, Director
Department of Administration

DATE: December 9, 2020

RE: Agenda Item for October 29, 2019 City Council Meeting

The attached agenda item is an order ratifying purchases and procurement of services from AVTEX Solutions, LLC and authorizing payments to said vendor. Due to exigent circumstances, the purchase and procurement of these equipment and services was done without prior approval by the City Purchasing Manager or the City Council of the City of Jackson.

LW/mcj

| | |

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET 12/09/2020

POINTS		COMMENTS
1.	Brief Description/Purpose	ORDER RATIFYING THE PURCHASE AND PROCUREMENT OF SERVICES FROM AVTEX SOLUTIONS, LLC AND AUTHORIZING PAYMENT TO SAID VENDOR
2.	Public Policy Initiative 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure & Transportation 7. Quality of Life	Quality of Life
3.	Who will be affected	City of Jackson water customers and Water and Sewer Business Administration
4.	Benefits	City of Jackson water customer and Water and Sewer Business Administration
5.	Schedule (beginning date)	Not applicable.
6.	Location:	Water and Sewer Business Administration
7.	Action implemented by: City Department	Department of Administration Information Systems Division
8.	COST	\$450.00
9.	Source of Funding General Fund X Grant X Bond Other	Technology Fund 004-90400-6464
10.	EBO participation	ABE % WAIVER yes no N/A <u>X</u> AABE % WAIVER yes no N/A <u>X</u> WBE % WAIVER yes no N/A <u>X</u> HBE % WAIVER yes no N/A <u>X</u> NABE % WAIVER yes no N/A <u>X</u>



Invoice

Invoice	BILL0105075
Date	12/31/2019
Payment Term	Net 30
Contract Number	JACK062619
Contract Name	Replace Interaction Edge Devic
Contract PO	PM 00176

Bill To:

City of Jackson
P.O. Box 17
Jackson, MS 39205

Finance Division / Accounts Pa

Date	Resource/Category/Item	Quantity	Rate	Amount	Tax	Total
Project Name and Number: Replace Edge Devices LAB JACK062619LAB		Project PO:		PM 00176		
12/3/2019	Cruz, Franco Consultation & Documentation Follow up with customer/checked status of server	0.50	\$225.00	\$112.50	\$0.00	\$112.50
12/10/2019	Cruz, Franco Consultation & Documentation troubleshoot IMS1 media server/work with COJ IT	1.50	\$225.00	\$337.50	\$0.00	\$337.50

Direct inquires to accountingteam@avtex.com or 952-831-0888
Invoices are due based on terms. Any invoice not paid by due date will accrue interest at 1.5% per month or, if lower, the highest rate allowed by law.

Remit To:

Avtex Solutions, LLC
PO Box 856660
Minneapolis, MN 55485-6660

If Paying via ACH, please use the below information.

Bank Name: Wells Fargo Bank, N.A.
ABA/Routing Number: 121000248
Account Number: 4020948402
Remittance email: accountingteam@avtex.com

Subtotal: \$450.00
Sales Tax: \$0.00
Freight & Misc.: \$0.00

Total Due: \$450.00



Fueling Exceptional Customer Experiences

October 10, 2019

Purchasing Division
City of Jackson
2320 Riverside Drive
Jackson, MS 32905

Re: Sole Source Letter

To Whom It May Concern:

Since AVDS (now Avtex) is the vendor who installed and configured the customizations on City of Jackson's Genesys / Interactive Intelligence systems, it is the only Genesys / Interactive Intelligence Certified Partner who is capable of providing technical support for City of Jackson's specific call center applications.

Please consider this as confirmation that Avtex is sole provider for support and services for City of Jackson's Genesys/Interactive Intelligence systems.

Technical support will be provided by Avtex Solutions, LLC, a Certified Genesys Telecommunications Partner, with headquarters at 3500 American Blvd W #300, Bloomington, MN 55431. Standard technical support hours are from 7:00 A.M. to 7:00 P.M. CST/CDT, with after-hours, weekend, and holiday emergency support through on-call technicians.

Avtex Solutions LLC
PO Box 856660
Minneapolis, MN 55485-6660



Fueling Exceptional Customer Experiences

October 10, 2019

Purchasing Division
City of Jackson
2320 Riverside Drive
Jackson, MS 32905

Re: Sole Source Letter

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Avtex Solutions LLC
PO Box 856660
Minneapolis, MN 55485-6660

Office of the City Attorney

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

OFFICE OF THE CITY ATTORNEY
12/15/20
OK

OFFICE OF THE CITY ATTORNEY

This **ORDER RATIFYING THE PURCHASE AND PROCUREMENT OF SERVICES FROM AVTEX SOLUTIONS, LLC AND AUTHORIZING PAYMENT TO SAID VENDOR**, is legally sufficient for placement in NOVUS Agenda.



Timothy Howard, City Attorney

Briana Keeler, Deputy City Attorney *BK*

12/15/20

Date

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

OFFICE OF THE CITY ATTORNEY
12/16/20

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.

Agenda Item #17
Agenda Date: December
22 2020
(LUMUMBA)

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

OFFICE OF THE CITY ATTORNEY
12/15/20

WHEREAS, on March 31, 2020 the City of Jackson City Council approved entering into a professional service agreement with Global interact Technology; 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.

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CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

12-10-2020

DATE

P O I N T S	C O M M E N T S																																													
1. Brief Description	Amending the existing professional service agreement for website and graphic with Global Interact Technology.																																													
2. Public Policy Initiative 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	Changes in City Government																																													
3. Who will be affected	All Departments																																													
4. Benefits	Quality web maintenance, photography, and graphic design will be provided to the City of Jackson in order to efficiently share information with citizens and other web users.																																													
5. Schedule (beginning date)	Upon amendment through 2023.																																													
6. Location: ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable	Citywide																																													
7. Action implemented by: ▪ City Department <input type="checkbox"/> ▪ Consultant <input type="checkbox"/>	Department of Administration, Information Systems Division																																													
8. COST	Not to exceed \$53,300.00.																																													
9. Source of Funding ▪ General Fund <input type="checkbox"/> ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input type="checkbox"/>	Technology Fund 004-90400-6419																																													
10. EBO participation	<table border="0"> <tr> <td>ABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>___</td> </tr> <tr> <td>AABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>___</td> </tr> <tr> <td>WBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>___</td> </tr> <tr> <td>HBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>___</td> </tr> <tr> <td>NABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>___</td> </tr> </table>	ABE	_____ %	WAIVER	yes	___	no	___	N/A	___	AABE	_____ %	WAIVER	yes	___	no	___	N/A	___	WBE	_____ %	WAIVER	yes	___	no	___	N/A	___	HBE	_____ %	WAIVER	yes	___	no	___	N/A	___	NABE	_____ %	WAIVER	yes	___	no	___	N/A	___
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NABE	_____ %	WAIVER	yes	___	no	___	N/A	___																																						

Department of Administration



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

MEMORANDUM

To: Mayor Chokwe Antar Lumumba

From: LaaWanda Horton, Director
Department of Administration

Date: December 10, 2020

Re: Amendment to Existing Professional Service Agreement for Website and Graphic Development

The attached quote is to amend the City's existing professional service agreement with Global Interact Technology approved on March 31, 2020 by the City Council. The quote is for 820 hours of Content Management System (CMS) web maintenance, photography, IT support, and graphic design at a cost of \$53,300.00 until 2023.

LH/fw

|

|

QUOTE

Date: 12/09/2020
Quote: #200

Global Interact Technology
P.O. Box 97292
Pearl, MS 39288
Phone: 601-573-1311
Fax 601-922-2694
fasmlth04@gmail.com

Salesperson	Job	Expiration Date
Frederick Smith	IT Professional Services	01/09/2021

Estimated Total Hours	Description	Rate	Total
820	Content Management System (CMS) Web Maintenance, Photography, IT Support, Graphic Design	\$65 hourly	\$53,300.00

Subtotal \$53,300.00
Sales Tax 0
Total 0

Quotation prepared by:



This is a quote on the goods named, subject to the conditions noted above. \$53,300 per year for (3) years.

GLOBAL
INTERACT TECHNOLOGY

Thank you for your business!

Office of the City Attorney

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

OFFICE OF THE CITY ATTORNEY

OFFICE OF THE CITY ATTORNEY
12/15/20

This **ORDER AUTHORIZING THE MAYOR TO AMEND A PROFESSIONAL SERVICE AGREEMENT WITH GLOBAL INTERACT TECHNOLOGY FOR WEBSITE DEVELOPMENT, MAINTENANCE AND GRAPHIC DESIGN** is legally sufficient for placement in NOVUS Agenda.



Timothy Howard, City Attorney
Briana Keeler, Deputy City Attorney

Date

12/15/20

| |

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

Agenda Item #18
Agenda Date: December 22, 2020
(LUMUMBA)

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.

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.

Agenda Item #19
Agenda Date: December 22, 2020
(LUMUMBA)

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.

**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) 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) in funding for the JXN 200 Project.

Agenda Item #21
Agenda Date: December 22, 2020
(LUMUMBA)

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 delegation.

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 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 affordable housing or stabilizing property values; 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.

Agenda Item #22
Agenda Date: December 22, 2020
(LUMUMBA)

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.

Agenda Item #23
Agenda Date: December 22, 2020
(LUMUMBA)

RESOLUTION OF THE CITY OF JACKSON, MISSISSIPPI, IN SUPPORT OF A 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"), 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 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 only a tourist attraction; but also a special place for education, discovery, family fun, and animal enthusiasts; 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 provide for the financial support and improvement of the Jackson Zoological Park, thereby 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.

Agenda Item #24
Agenda Date: December 22, 2020
(LUMUMBA)

**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
(CITYWIDE)**

OFFICE OF THE CITY ATTORNEY
11-18-2020
S. W. W.

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

Agenda Item #25
Agenda Date: December 22 2020
(BLAINE, LUMUMBA)

By: BLAINE, LUMUMBA

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.

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET
November 18, 2020

P O I N T S		C O M M E N T S																																													
1.	Brief Description/Purpose	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 (CITYWIDE)																																													
2.	Public Policy Initiative 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	5., 6., and 7.																																													
3.	Who will be affected	Water-Sewer Utility Customers																																													
4.	Benefits	Will upgrade the City's current utility billing software, including the replacement of the current meter data management system																																													
5.	Schedule (beginning date)	December 2020																																													
6.	Location: ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable	Citywide																																													
7.	Action implemented by: ▪ City Department <input checked="" type="checkbox"/> ▪ Consultant <input type="checkbox"/>	Water-Sewer Business Administration																																													
8.	COST	Not to exceed \$ not to exceed \$8,656,196.65																																													
9.	Source of Funding ▪ General Fund <input type="checkbox"/> ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input checked="" type="checkbox"/>	Siemens Settlement Fund--																																													
10.	EBO participation	<table border="0"> <tr> <td>ABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N A</td> <td>___</td> </tr> <tr> <td>AABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N A</td> <td>___</td> </tr> <tr> <td>WBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N A</td> <td>___</td> </tr> <tr> <td>HBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N A</td> <td>___</td> </tr> <tr> <td>NABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N A</td> <td>___</td> </tr> </table>	ABE	_____ %	WAIVER	yes	___	no	___	N A	___	AABE	_____ %	WAIVER	yes	___	no	___	N A	___	WBE	_____ %	WAIVER	yes	___	no	___	N A	___	HBE	_____ %	WAIVER	yes	___	no	___	N A	___	NABE	_____ %	WAIVER	yes	___	no	___	N A	___
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November 18, 2020

By Email

Hon. Chokwe A. Lumumba, Mayor

calumumba@jacksonms.gov

RE: Single Source Procurement of Upgrade of City's Utility Billing Software from CC&B Version 2.5 to C2M Version 2.7

Dear Mayor Lumumba:

I have been asked by the City's Water-Sewer Business Administration and the Office of the City Attorney to provide my professional opinion regarding the necessity of procuring the upgrade of the City's utility billing software from CC&B Version 2.5 to C2M Version 2.7 from the current Service Provider Mythics, Inc. I am currently serving as the City's Program Manager for the City's Utility Billing, AML, and Water Metering Integrated Improvement Program. As a part of my duties as the Program Manager, I have been asked to make recommendations about upgrading and remediating issues with the City's current utility billing software installation, CC&B.

The City has expressed to me the urgency of upgrading and remediating the current billing software installation because of ongoing issues with the current CC&B Configuration and issues related to the integration and accuracy of the separate Mueller Meter Data Management system (MiHost). These integration and data inaccuracy issues result in an increase in stranded bills. Stranded bills result in a loss of revenue to the City and cause customers to lose confidence in the City to provide accurate bills.

Mythics, Inc. and their subconsultant BOSS are intimately familiar with the architecture and installation of the City's CC&B billing software and the current issues around the Mueller MiHost interface. They were the team responsible for successfully migrating the City's installation of CC&B from the City's failing physical servers to the Oracle Cloud Infrastructure (OCI) environment, where CC&B is now stable and operating normally. In my opinion, because of this experience and intimate familiarity, Mythics, Inc. is the only Oracle-authorized vendor who will be able to complete the project within the required twelve month timeframe. Furthermore, Mythics, Inc. is the Oracle-authorized vendor that Oracle recommends and 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 for the City of Jackson.

The current proposal is being made as a change order to the existing Mythics Support Contract. Bidding the upgrade would substantially increase the time required for completion beyond twelve months. Based on my profession experience with the City and working with the Mythics/Boss team conducting a competitive bidding process for the upgrade would result in a minimum of seven (7) additional months to complete the project.



Finally, I would note that the cost of this upgrade is predominantly services provided by Mythics, Inc. and its subconsultant BOSS. The cost of the services to upgrade over twelve-months is \$6,998,914.42. The actual cost of the software license and hosting is \$1,657,282.23.

Finally, based on my profession experience, the circumstance of this upgrade, and the concerns of the City that have been related to me, Mythics, Inc. is the only source available to the City for this utility billing software upgrade that has the ability to meet the requirements in the timeframe required.

Please let me know if you have any questions.

Very truly,

A handwritten signature in black ink, appearing to read "Michael Secor", is written over a light blue horizontal line.

Michael Secor, Vice President Technology Services
The Preo Group, LLC
214-557-4577
masecor@yahoo.com

cc: Timothy Howard, City Attorney
Terry Williamson, Legal Counsel

Change Request Form

Change Request Form (CRF) Number: 003

<p>Customer Name: City of Jackson, Mississippi</p> <p>Date: 13-November-2020</p> <p>Phase/Process: Phase-2: C2M, AMS, and DSS Upgrades</p> <p>Terms: Mythics is submitting this change order in accordance to the fully executed SOW #102051 titled "Oracle Customer Care & Billing Migration to Oracle Cloud Infrastructure", dated 4/5/2019 and fully executed on 6/5/2019 by and between Mythics and City of Jackson. In the event of any conflict between the terms of this change order and any other terms and conditions made a part of this order, including standard purchase order terms, the terms outlined herein shall govern.</p> <p>Priority: High</p>	<p>Customer Request? Yes</p> <p>Requested by (Customer): City of Jackson, Mississippi</p> <p>Prepared by Brandon Pace bpace@mythics.com</p>
<p>Reason for Change:</p> <p>Following the go-live of the City of Jackson's Move & Improve (Phase-1) project to Oracle Cloud Infrastructure (OCI) in December 2019, the City will embark on a <i>Upgrade & Enhance</i> (Phase-2) project to modernize the Meter-to-Cash processes and Advanced Meter Infrastructure (AMI). The City's current AMI leverages Mueller Systems Mi.Net (head-end) and Mi.Host (meter data management) products to transmit data to the target Oracle Customer Care and Billing (CCB) system. The <i>Mi.Host</i> MDM does not have the capability to Validate, Edit, and Estimate pre-billing determinants causing billing errors for bad reads or no reads of Service Points thus stranding bills. These errors result in lost revenue to the City. Over the years, this lack of capability has led to a backlog of billing errors and a considerable amount of revenue leakage due to the inability to correct bad meter reads causing the billing errors. The CCB system (v2.5) requires a major-release upgrade (v2.7) as the City's current version was de-supported by Oracle in June of 2020. The additional features and functionality in the newer release will help the City address revenue loss challenges.</p> <p>Oracle's CCB product has been rebranded as Customer-to-Meter (C2M) with the release of version 2.7. Oracle's global leading C2M product combines the Customer Information System (CIS) and Meter Data Management (MDM) functions into a single system. The addition of MDM functions gives the City Advanced Meter Solutions (AMS) to support field operations, currently not available, to remotely communicate with AMI meters. The business offices will use this new two-way communication with the field to create service orders, track assets, and operate devices to start/stop services. The deployment of AMS will assist the Water Sewer Business Administration (WSBA) with a backlog of service point failures causing revenue shortfalls.</p> <p>The WSBA Customer Web Portal is serviced by Oracle Utilities Customer Self-Service (CSS) product requires an upgrade to Oracle's new Digital Self-Service (DSS) cloud solution. The WSBA has limited Customer Service Representatives (CSR) available to perform in-person service modifications and payment collections. The upgraded DSS system will modernize the self-service user experience with these features: start/stop service, view current bill, online payments (credit card and banking), and bill archive.</p> <p>The <i>Upgrade & Enhance</i> project will modernize the WSBA systems and processes throughout the (3) three stages. Mythics understands this modernization not only impact systems and processes, but also impacts workforce culture. This change request includes the functional Change Management aspects needed to ensure operational and maintenance success with the goals of long-term financial viability to maximize the City's investment across the current and future Advanced Meter Infrastructure (AMI).</p>	

1. Project Overview

The services described in this Change Request deliver the necessary application and infrastructure professional services to *Upgrade & Enhance* the City's Oracle Utilities Application environment.

The firm-fixed price, milestone-based *Upgrade & Enhance* project has a timeline of fourteen (14) months and encompasses three (3) separate Production go-live stages and post cut-over "Break / Fix" support, known as Hypercare.

Current WSBA Production systems will continue to operate as normal until Stage-1 goes live; currently scheduled six (6) months after the project start date. The Mythics team members currently supporting the City's OnDemand Support contract will not be impacted by the new project team.

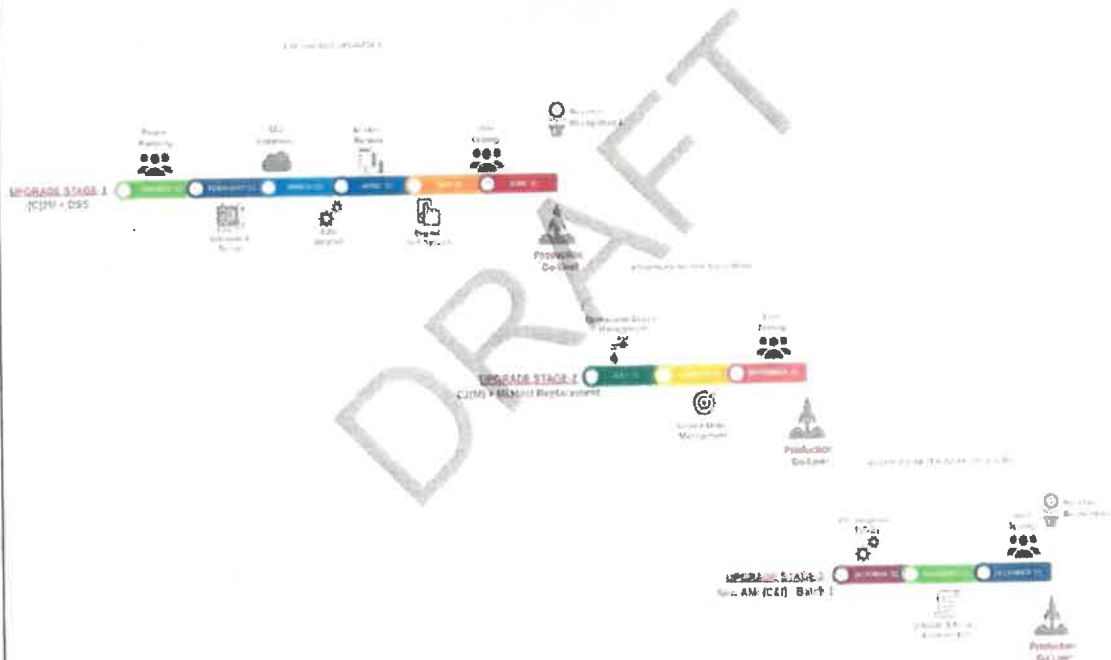


figure 1.1 – Phase-2 Project Timeline: C2M, DSS, and AMS Upgrades

The timelines presented within this Change Request assume a January 2021 start date for the project. Production Go-Live dates are estimates and may change during the Discover & Design effort within Stage-1 of the project.

2. Overview of Stages

Mythics proposes this change request to address the issues within the meter-to-cash systems. The *Upgrade & Enhance* project presented within this Change Request has three (3) stages to help address the City of Jackson's revenue loss challenge:

Stage-1 will deploy C2M and perform data conversion from CCB, and upgrade CSS to DSS to deploy new and improved features for collecting revenue. During this stage the Mueller Mi.Host meter data management system will still be in production, with C2M receiving feeds to and from Mi.Host. This stage has a projected

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timeline of six (6) months to Production cut-over, at which time the current CCB v2.5 system will go into non-production archive mode.

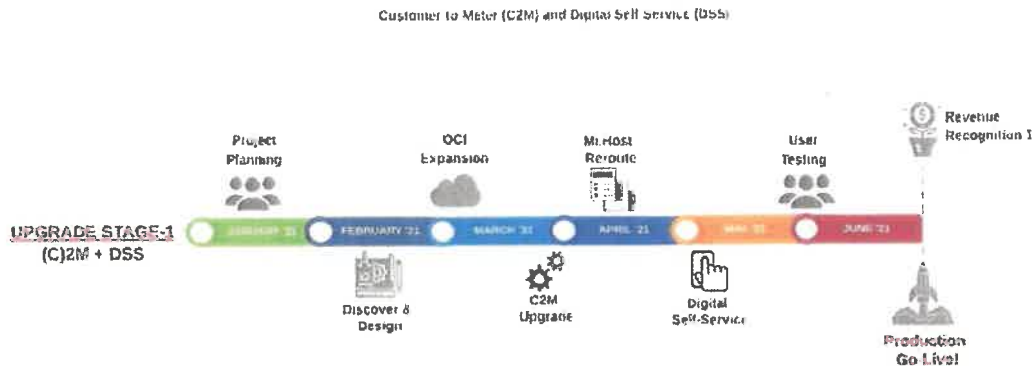


figure 2.1 – Stage-1 Timeline: C2M, DSS, and AMS Upgrades

Stage-2 will deploy the Oracle C2M Advanced Meter Solution (AMS) to communicate with the current Mueller Advanced Meter Infrastructure (AMI) head-end (Mi.Net). The cutover of this stage will decommission the Mueller’s Mi.Host Meter Data Management (MDM) system from Production. The remaining Mueller AMI (network, repeaters, and collectors) will stay in production and communicate with C2M through a custom Smart Grid Gateway (SGG) adapter developed by Subcontractor. This stage has a projected timeline of three (3) months to Production cutover.

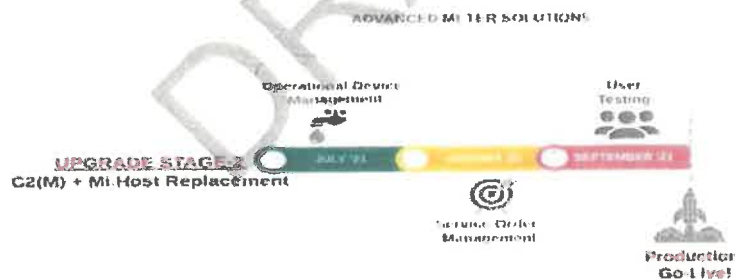


figure 2.2 – Stage-2 Timeline: Mi-Host Replacement & Enhancements

Stage-3 will extend the deployment of C2M AMS to communicate, through a custom adapter developed by Subcontractor, with a new Advanced Meter Infrastructure (AMI) by a vendor to be determined (tbd). This new AMI will be deployed in small batches, beginning with the replacement of up to (10%) ten percent of current Commercial & Industrial (C&I). This limited cutover will determine the future roadmap for a “rip & replace” effort of remaining C&I and Residential meters not covered in this agreement. The third stage of this effort will leverage the new C2M and AMS functions to support (2) two AMI vendors (Mueller & tbd) simultaneously. This stage has a projected timeline of three (3) months to Production cutover.

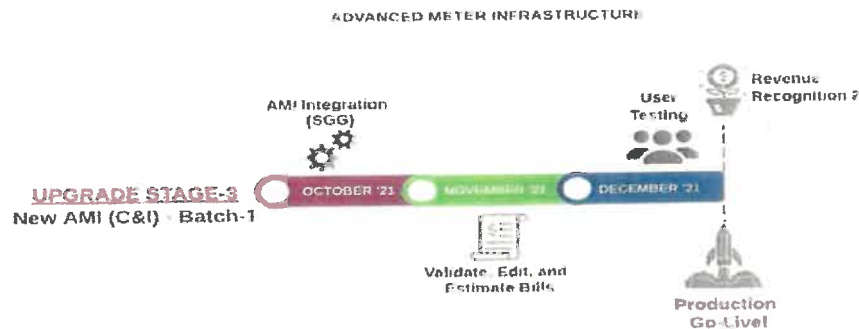


figure 2.3 – Stage-3 Timeline: Addition of new AMI for limited batch

3. Functional Implementation

Mythics team understands the importance of the Discovery and Planning phases for successfully implementing Oracle Utilities Applications (OUA). Our Functional team, consisting of OUA Subject Matter Experts, will work with COJ and 3rd party resources (i.e. Mueller Systems, etc.) to gain insight into creating Business Requirements and Specifications for this *Upgrade & Enhance* effort. This Functional team has experience converting source CC&B/MDM systems to target C2M/AMS systems through a series of Fit/Gap Analysis Workshops. Mythics will execute various PMO driven Workshops to align the Business Office (BO) Key Performance Indicators (KPI) of current processes and functionality with future state design. The City's current CC&B version (v2.5.2) will go through significant Configuration and Setup changes due to various Process Redesigns driven by new (v2.7.x) C2M Functions and Features. The same is true for the migration of Mueller's Mi.Host MDM to C2M's Advanced Meter Solutions (AMS). Our team will review COJ and Mueller documentation and work with various business leads to capture the functional Reports, Interfaces, Conversions, Extensions, and Forms (RICEF) aspects of the implementation.

Mythics' Functional team will focus on the following subject areas throughout the project: Finance, Payments & Collections, Bills & Rates, Customer Service, Meters & Assets, Field Services, and Analytics. The Discovery phase is critical to defining specifications of the *Upgrade & Enhance* effort and driving overall Functional Implementation success. The majority of this effort is to define, design, and deploy the functional aspects of *Upgrading* the CC&B/MDM applications and technologies and *Enhancing* business processes through the addition of C2M/AMS and DSS.

4. Technical Implementation

The Mythics Technical team, consisting of Subject Matter Experts across Oracle Utilities Applications and Technologies, will work with COJ and 3rd party resources (i.e. Mueller Systems, etc.) during the Discovery phase to capture current state architecture, topology, communications, integrations, and tools deployed within the City's AMI. Technical Upgrades and Improvements begins with analyzing the physical and virtual infrastructure resources and continuing through the various technical layers of security, operating systems, databases, application servers, network, and edge devices. We will capture and analyze the Oracle Database and WebLogic statistics and metrics from the WSBA Production instances for CC&B Web, App, and Data tiers to create performance baselines for the *Upgrade & Enhance* effort. Our team of functional and technical resources will leverage these Discoveries and KPIs to create Technical Requirements and Specifications, which will guide the creation of the Logical Architecture.

Mythics' team has experience designing, deploying, and supporting Public, Private, and Government tenancies of Oracle Cloud Infrastructure (OCI), Identity Cloud Service (IdCS), Oracle Integration Cloud (OIC), Oracle Management Cloud (OMC), and Oracle Utilities Testing Accelerator (UTA). Our Cloud Architects will work with the Functional team's Solution Architects to assure the *COJCloud* Tenancy is built to specifications guided by Oracle and Industry Best Practices. The Oracle Infrastructure and Platform as a Service (IaaS/PaaS) resources leveraged for *Phase-1* and defined in the initial Statement of Work will be expanded upon to deploy the new resources needed to support *Phase-2*. The new PaaS offering of Identity Cloud Service (IdCS) will manage the Directory, Federation, Authentication, and Role Based Controls for Internal (admins, customer service reps) and

External (customer, vendor) users' Identity Access Management (IAM), replacing the current OpenDJ system that supports the current Customer Self Service (CSS) product.

The *Technology stack* will be deployed with the most recent Oracle Utilities Certified releases of software across the various compute and database instances. The Mythics Cloud Architect will work with the Utilities Architect to translate Functional RICEF requirements into the Technical Customizations, Extensions, Modifications, Localizations, and Integrations (CEMLI) Design. During this time the Architects will decide on low-level feature sets to be deployed in supporting the City's goals.

5. Environment

Mythics Cloud and Utilities Architects will work together during the Discovery and Planning phases to create an OCI Configuration Workbook that exceeds the technical specifications required based on source to target comparisons. Mythics has worked with Oracle to standardize the deployment of OUA Technical *stacks* within OCI through DevOps playbooks leveraging Infrastructure as Code (IaC). This approach allows the Functional team to create velocity throughout the Build and Test stages.

The *COJ/Cloud Tenancy* consists of (2) two Identity Compartments, Non-Production and Production, logically grouping and securing the resources needed to deploy C2M/AMS and DSS instances on separate Virtual Machine (VM) and Database System (DBS) nodes alongside the current CC&B, CSS, and BIP instances. The Non-Production compartment will consist of (5) five new instances: MIG, DEV, TST, and UAT. The Production compartment consists of (1) one new instance, PROD. The *Upgrade & Enhance* effort will contain various Agile Sprints migrating, building, testing, and destroying multiple instances throughout the Non-Production Development and Testing life cycles. We anticipate that there will be up to (4) four images across each instance (i.e. DEV1, DEV2, DEV3, DEV4) as we work through the upgrade cycles for CC&B/C2M, Mi.Host/AMS, and Oracle Utilities Application Framework (OUAF). We also anticipate that there will be (2-3) two to three images across TST and UAT instances. Mythics Cloud Solutions leverage Terraform IaC to assist with the creation and destruction of temporary instances to assure non-production instances do not sprawl out of control. The Mythics team defines the Environment Strategy as follows:

Non-Production Compartment:

The Migration (MIG) instance will Replicate the current CC&B Production instance hosted within OCI. This instance will be the gateway for migrating the web, application, and database filesystems. The MIG, unlike *Phase-1*, will not leverage Oracle Golden Gate technologies to assist with replication, as we can leverage OCI's inherent compute and database clone/refresh capabilities. This instance may be used up to cutover for quality assurance, however it will not become part of the WSBA SDLC and will be destroyed during post go-live cleanup.

The Development (DEV) instances will be leveraged during the Build for the Upgrade & Enhance effort in the Transformation phase. This instance will be used by the project team to deploy new application configurations and code. The DEV instances do not integrate with external systems and will be sized smaller than Production due to the nature of its use.

The Test (TST) instances will be leveraged for Transition during the Upgrade & Enhance effort in the Transformation phase. This instance will be used by the project team to validate Functional Integration Testing (FIT). The TST instances will integrate with internal COJ systems through OIC and will be slightly larger than the DEV instances due to the nature of its use.

The User Acceptance Testing (UAT) instances will support Conference Room Pilots (CRP) for training, System Integration Testing (SIT), and Quality Assurance (QA) efforts throughout the Testing life cycle and milestones. The UAT instance will integrate with external systems through OIC and will be sized like Production to assure performance is met.

Production Compartment:

The Production (PROD) instances will be leveraged during the preparation and cutover activities. Prior to cutover, this instance may be referred to as Pre-Production and leveraged for a Smoke Test for Performance & Load analysis. This instance will have more stringent IAM and Role Based Access Controls (RBAC) as compared to the non-production instances. Upon Stage-1 go-live of C2M in OCI, this instance will be promoted to Production, while the current CC&B and CSS systems will be decommissioned.

6. Design, Installation, and Configuration

The Mythics team will capture and create separate artifacts during the Design stage of the Planning phase. The teams will align with their COJ counterparts in the respective subject areas: Finance, Revenue Management, Customer Service, Metering, Distribution, Engineering, Field, and Technology. The Functional team will lead Business Workshops capturing Requirements and Specifications to produce an Application Setup and Configuration Design for the *Upgrade & Enhance* effort. This design will define the C2M/AMS and DSS *Upgrades and Enhancements*, while retrofitting the Business Intelligence Publisher (BIP) operational reporting system with the new and improved OUA Analytics. The Technical team will lead IT Workshops capturing Requirements and Specifications to produce an updated OCI Setup and Configuration Design. The Mythics Methodology leverages Agile teams to work independently of each other to create velocity between the Design, Upgrade, and Transition stages across Application, Platform, and Infrastructure.

Installation of the Target systems (C2M/AMS) will occur through multiple Upgrade and Conversion waves. The Transformation phase begins with instantiating OCI compute and database resources. Mythics will work with COJ and Mueller Systems resources to create Custom Images of Production CC&B and Mi.Host instances. These "platinum" Images will become the foundational deployment of the MIG instances. The Mi.Host MIG instance is critical to the Meter Data Management success for converting from Mueller Systems to Oracle Advanced Meter Solutions. Mueller Systems will be responsible for exporting Production data from their off-premises Mi.Host database at various intervals throughout the project. This export and MIG import will continue throughout the project to create "gold" images of the databases, used for the Build and Upgrade waves starting with the new DEV instance. Mythics' team has proven this method with other customers as part of various *Upgrade and Enhance* migrations to OCI.

The new C2M/AMS instances include robust Meter and Customer Analytics that will be configured as part of the Functional and Technical Enhancements design and Integrated with BIP. Upon validation of the DEV instantiations, the Mythics Functional team will apply the new Application Setups and Configurations based on the approved Functional Specifications. The OUA Configuration Migration Assistant (CMA) will be leveraged to manage the new topology with approved application configurations. The new or extended C2M/AMS Configurations will be defined during Fit/Gap Analysis during the Discover and Design stages of the project. COJ will leverage new functionality and features of the consolidated C2M/AMS products, one such example is the Service Order Management (SOM). Customer Service Reps and Field Operation Managers will be able to trigger Service Orders from C2M ToDos, which will create Work Orders for the Field to execute. Operational Device Management (ODM), for automated remote meter instructions to start and stop service will be deployed to meters that have bi-directional communication capabilities.

The following (*figure 7.1*) table represents the application features to be upgraded or newly deployed as part of this *Upgrade and Enhance* effort (Phase-2). The requirements for configuring these features will be captured in Stage-1 *Discover and Design* effort.



Oracle Utilities Upgrades: C2M/AMS & DSS	
Oracle Utilities Application	Feature Sets
Customer to Meter (C2M)	<p>Next Generation (v2.7) of Customer Care & Billing (CCB)</p> <ul style="list-style-type: none"> •Control Center - Real time customer information dashboard •Rating & Billing - Improved algorithms and advanced determinants •Credit & Collections - Improved payment and collection programs •Revenue Management - Meter to Cash transparency •Task Optimization - Multi-dimensional data modeling •Analytics - Customer and Revenue dashboard and reports •Single Stack - C2M and AMS deployed in single system
Digital Self-Service (DSS)	<p>Customer Self-Service (CSS) Replacement</p> <ul style="list-style-type: none"> •Start Service - Activate new utility service •Stop Service - Cancel a utility service •Transfer Service - Migrate service •Bill Archive - Downloadable bills in .pdf format •Consumption Data - Interactive dashboard •Payment Processing - Online and Mobile Credit Card payments
Advanced Meter Solutions (AMS)	<p>Mueller Mi Host Replacement</p> <ul style="list-style-type: none"> •Meter Data Management (MDM) - Interval reads and pre-billing determinants •Smart Grid Gateway (SGG) - Custom adapters for Mueller & New Vendor (tbd) AMI assets •Data Assurance - Validation, Editing, and Estimation (VEE) •Operational Device Management (ODM) - Bi-directional communications with Meters; Start/Stop service. •Service Order Management (SOM) - Field Work Orchestration with ODM. •Asset Lifecycle - Track fixed assets and parts operational and maintenance history •Analytics - Realtime analysis of Meter Data for billing purposes

figure 7.1 – Applications and Features to be deployed in Phase-2

Custom Code Evaluation

- Analyze existing customer code.
- Determine what code can be eliminated due to out of box functionality of C2M.
- Determine what code can be eliminated based on changes to the business process.
- Migrate all existing code to Oracle Groovy. Provide details on the data migration strategy and any outsourced resources and qualifications.

The Upgrade & Enhance effort will modernize COJ's deployment of Oracle Utilities Application Framework (OUAF), bringing about several new and improved functions. The new OUAF introduces Groovy as an alternative Cloud Native language for building Enhancements. Many of COJ's CC&B Customizations and Extensions will be converted from COBOL and/or Java to Groovy. The Technical Specification design will leverage the Technical Fit/Gap Analysis of COJ's RICEF and CEMLI objects to identify which code can be converted. Groovy is the preferred language for replacing Java based Extensions for Cloud implementations. This conversion allows for tighter security and controls with Groovy Script being compiled to Java byte code and stored in the database. Cloud Native languages, like Groovy, are our preferred methods and will be used when possible by our Development Leads, who have been designing, developing, and deploying in the Cloud for years.

Upgrade & Enhance efforts will need to support (2) two development lifecycles throughout the project timeline. The Source CCB systems will undergo typical Development and Integration releases that may impact the code baseline that the Target C2M/AMS system will need to inherit. The Mythics Functional team will manage Configuration changes through the CMA, while the Technical team will manage Code changes within a 3rd party Code Repository; preferably a private repo on GitHub. The Mythics and COJ Project Managers will determine the appropriate time to put a development freeze on the Source CCB systems; at least 3 months prior to Stage-1 Cutover.



Custom Report Evaluation

- Review existing operations and executive reports
- Determine which reports can be migrated or eliminated with new C2M functionality
- Create up to (10) ten new reports leveraging the new OUA Analytics features

Reports and Analytics will be overhauled throughout the project. The Mythics team will work with the WSBA Business Offices to identify the reports to be Migrated, Upgraded, Consolidated, and Destroyed during the Recommendation stage within the Discover phase. This Fit/Gap Analysis of current to target systems will create an RICEF analysis that will be leveraged to target which BIP reports are critical to current and future Business Processes and Operations. The new C2M/AMS deployment includes Meter and Customer Analytics that will be deployed as part of the Enhancement process of the project. The new Analytics tools will be built for day-to-day Operations, while BIP will be consolidated and leveraged for Product/Service, Revenue, and Executive Reporting.

7. Integration, Review, and Design

The Planning phase of the project will align Mythics Functional and Technical resources to strategize and map the RICEF and CEMLI elements to assure the Business and Technical Requirements are properly aligned. The *Phase-1* deployment of Oracle Integration Cloud (OIC) will be leveraged for all non-AMI integrations for internal and external systems. The Mythics Technical team will work with COJ and 3rd party vendors to define the Integration model for Web Services, APIs, and Flat-file communications. OIC allows for automation and orchestration, with workflow error handling to assure source-to-target transmission and transformation.

The source systems are leveraging an aging Application Integration Architecture (AIA) that creates complexities when communicating with CC&B XML Application Integrations (XAI). Mythics will review the current versions deployed against Oracle's Certification Matrix to determine the target systems migration path to a stable release and create the Technical Integration Specifications design. This Design will assure that internal and external interfaces can communicate with the new C2M/AMS deployed to OCI. Our Utilities and Cloud Architects will work with the COJ Functional/Technical leads to validate the process and language roadmap to assure a successful System Integration between OCI and non-OCI systems. The Technical Integration Spec will outline the CC&B and Mi.Host Objects that will go through a Conversion (COBOL to Java, Java to Groovy, XAI to IWS) or a direct Migration path to Cloud. While Oracle provides a COBOL to Java tool, the Groovy and IWS conversions are one-off efforts.

Oracle Customer-to-Meter (C2M) is fully integrated with Advanced Meter Solutions (AMS), sharing the same database repository. The benefit of unifying the CC&B and MDM products into a single application and database deployment is realized through near real-time integration, delivering full customer service point and account transparency. Oracle's Smart Grid Gateway (SGG) is included with the new AMS deployment to assure seamless communications between your Advanced Meter Infrastructure (AMI) and Oracle C2M/AMS. Oracle's SGG does not include an out-of-box adapter for Mueller System's Mi.Net head-end. The Mythics team will create a custom adapter during Stage-2 to support this new Mi.Net to C2M/AMS communication layer. Asynchronous communications between the head-end and AMS is essential to Validate, Edit, and Estimate (VEE) meter data leveraging Advance Pre-billing Determinants. Our Technical team will work with COJ during the Discover and Design phases to assure Requirements and Specifications are defined. Stage-3 focuses on deploying a new AMI vendor (tbd) in a limited batch rollout, which will need a custom adapter created to communicate with C2M/AMS. Phase-2 will come to an end upon completion of Stage-3 cutover, and will support (2) two AMI vendors, with a limited deployment of the latter.

Mythics team will work with the key stakeholders (COJ, 3rd parties) to create the Integration Requirements and Specifications to assure communications between Key Financial Applications, Oracle Utilities (C2M/AMS, DSS, BIP), and Vendor (Payment Processors, Banking) Applications. OIC can leverage pre-built or custom Adapters, APIs, and RESTful web services with robust scheduling and automation workflows. Our mission is to remove complexity and increase automation and orchestration for as many OUA integrations as possible.

8. Development

Mythics' development resources, at the direction of the Utilities Architect and Development Leads will code the Integration Specifications based on the approved design. We will hold Joint Application Design (JAD) workshops with the COJ/WSBA IT teams to validate the design. Governance over the development decisions will assure the Integration goals are met. Consolidating the Advanced Meter Solutions of MDM, SGG, SOM, ODM, and Analytics



into a single C2M instance with a shared data model will introduce architectural and performance challenges for the Compute and Database Infrastructure. Our Development teams are dedicated senior-level Oracle Utilities Applications, Middleware, Database, and Cloud Developers selected specifically to address COJ's needs for this *Upgrade & Enhance* effort.

There are many ways to solution the new C2M/AMS implementation. Mythics will guide the development teams across the Applications, Platform, and Infrastructure tiers to assure the Extensions, Integrations, and Interfaces adhere to modern standards for deploying and developing OUAF solutions atop Oracle Cloud Infrastructure (OCI). The COJ solution is going to take Legacy and Cloud Native Developers alike to bridge the Gaps identified as part of the Functional and Technical Specifications. Migrating from Java to Groovy is beneficial for Security, Performance, and Scalability. The Solution Architecture and Infrastructure Resources will ensure team efforts aligned and Integration goals are met. Our Groovy strategy for COJ focuses on the Algorithm Types and Script objects for Java, Plug-in Script, and Service-Script Conversion. It's of the utmost importance to finalize the Conversion effort alongside the Logical Architecture: these design decisions cannot be determined in a silo or waterfall fashion.

Our Methodology delivers an Agile approach for *Upgrade & Enhance* efforts. The Technical teams finalize the designs through a series of Code, Test, and Promote *Scrums* within the DEV instances. Similar to the Technical and Application stack upgrades, these Middleware *scrums* requires multiple *waves* of Build and Destroy to assure compliance to the Functional and Technical Specifications. Our solution will leverage OMC Database and Application Performance Management (APM) entities across all the instances within the *COJCloud* tenancy. This will allow the Development teams to quickly address resource bottlenecks and expensive queries across all nodes to maintain project velocity. The Mythics Project Manager is a Certified Scrum Master, aligning Application, Platform, and Infrastructure Epics, Stories, Themes, and Initiatives throughout Development *sprints* and Deployment *waves*. All project teams will leverage Mythics JIRA tool for managing these tasks throughout the project.

The Mythics Development and Test teams will deploy Behavior-Driven Development (BDD) principles as part of our Agile approach to encourage collaboration among Developers, Testers, and Business participants. Leveraging BDD methods throughout the *DEI* and *TST* life cycles will deliver shared tools and processes through Agile assets that promote reuse of the outcomes of the Discovery and Planning phases into Transition phases.

9. Testing

The Mythics Development and Testing Leads work directly with the COJ Development and QA teams during the Planning phase to create a Test Plan. This plan evolves as the Agile Development *sprints* mature and we finalize the Test Scenarios and Scripts during the Transformation phase. The Transformation phase has two parallel Upgrade paths that align with CC&B/C2M and Mi.Host/AMS Conversions from Source to Target Technologies and Applications. These Transition stages include Unit & String Testing efforts performed by the Development teams. Upon validation of Developer testing, *DEI* instances will be *promoted* for **Functional Integration Testing (FIT)** to be performed by the WSBA team. There will be (2) two FIT Scripts that align with the delivery of CC&B to C2M Base Functionality (FIT-1) during Stage-1, Mi.Host to AMS Extended Functionality (FIT-2) during Stage-2, and new AMI vendor (FIT-3) during Stage-3. All FIT Scripts will be validated on *DEI* and *TST* instances throughout the SDLC of the Upgrade & Enhancement effort. Mythics' Test Leads will work with WSBA resources to execute limited scenarios to assure all Web, App, and Database tiers are communicating properly atop of the new Technology and Application stacks within the *COJCloud* tenancy. The FIT Scripts performed within *DEI* instances will not include internal/external Integrations until the code is promoted to *UAT*. The FIT cycles will be defined as part of the Testing Plan, led by the testing team, and executed by the WSBA QA team with the goal of validating the Build *waves* of Infrastructure and Development *sprints* for Upgrades and Enhancements. Mythics' development and test teams will group code releases into small, medium, and large batches to be deployed across *DEI* and *TST* representing the level of development effort (e.g. FIT-1a, FIT-1b, FIT-2a).

The transition stage will leverage **Conference Room Pilot (CRP)** Workshops to indoctrinate the WSBA users with the new C2M/AMS features. The workshops will be hosted on the *UAT* instance cloned from *TST* branches that align respectively with Validated FIT-1 and FIT-2 Scenarios. Our experience has found that providing WSBA *super users* hands-on experience prior to User Acceptance Testing decreases the fallout of Test Scripts, while aligning the Scenarios for the upcoming **System Integration Testing (SIT)**. This approach also decreases the Change Management effort by allowing WSBA Business Offices to Validate new and modified Business Processes. The SIT cycle will begin upon successful exit of *CRP* with FIT Scenarios and Scripts approved by WSBA Business and QA Leads. The *TST* instance will go through several Refresh *waves* Cloned from OCI Custom Images of the *DEI* instance; this is a typical SDLC method. Managing the Software Development and Testing Life Cycles with Cloud Native Languages and Tools is a must to keep the project on time and budget. The

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Application roadmap for the *Upgrade & Enhance* effort must align with the Infrastructure DevOps within the new OCI tenancy. Mythics has expertise managing Continuous Development/Integration across Oracle Utilities Application Framework (OUAF), Utilities Testing Accelerator (UTA), Oracle Cloud Infrastructure (OCI), Oracle Integration Cloud (OIC), and Oracle Management Cloud (OMC).

Deployment of the *UAT* instance begins the use of Oracle Integration Cloud (OIC) for orchestrating Triggers (inbound) and Invocations (outbound) of Web Services, Interfaces, Integrations, Adapters, and Flat-files between COJ On-premises, Oracle Public Cloud (IaaS/PaaS), and 3rd Party Vendors. The *UAT* instance is the only Non-Production instance to deploy External Communications: *DEV* and *TST* instances will have *stubs* to mimic external interfaces. There will be (1) one unified SIT Script that consolidates the C2M and AMS Functionality with a fully integrated instance. The goal of SIT is to flesh out the issues prior to executing User Acceptance Testing cycles. Our Utilities Testing method is designed to alleviate the resource bottleneck of waterfall Testing cycles through *CRP* Workshops and Agile Development & Test releases; we have estimated the *CRP* workshops to last up to (3) three weeks per Stage.

Our Development and Testing teams leverage the **Oracle Utilities Testing Accelerator (UTA)** to accelerate adoption of automated Functional Testing by allowing the Development and Test teams to work independently of the Data sets across *DEV*, *TST*, and *UAT*. The UTA will create project velocity through FIT, SIT, and UAT cycles by orchestrating Testing Flows that leverage backend APIs through reusable cross channel (e.g. REST, SOAP, WSDL) components that align Design with the Test Plans. We will leverage Prebuilt Flows, based on Oracle's Utilities Reference Model, to perform Functional and Regression Tests to verify configurations for the Converted or Enhanced Business Process using the appropriate data. UTA allows the Development and Test teams to work independently of the Data, allowing the Technical team to focus on Continuous Development and Integration. We will leverage UTA with the Oracle data management tool Configuration Migration Assistant (CMA) to align the configurations and data across the instance topology.

The expansion of the *COJCloud's Oracle Management Cloud (OMC)* allows the Mythics and COJ teams to gain insight into the Health and Performance of the Cloud Infrastructure, Database Systems, Application Servers, and Utilities Applications. Every node deployed within OCI will contain OMC agents based on the Application and Technology stacks deployed on the node. The Database agents work in conjunction with Oracle Enterprise Manger (OEM) to give real-time insight into the performance. Likewise, the OMC Application Performance Monitoring (APM) module will be heavily monitored throughout our Testing cycles to identify issues within the WebLogic Application Servers. Leveraging OMC gives the Technical teams transparency into backend processing to identify and address performance anomalies. We will deploy OMC agents to create a baseline performance indicator and continue to monitor the baseline across the *OCI MIG*, *DEV*, *TST*, *UAT*, and *PROD* instances.

10. User Acceptance Testing

The User Acceptance Testing cycle will occur within the *UAT* instance after successfully exiting SIT within the same *UAT* instance. The Mythics and COJ QA teams will decide on whether or not to refresh the UAT after SIT has ended; leveraging UTA for this implementation gives the team options. The goal of the UAT cycle is to validate the *Upgrade & Enhance* effort through validation and sign-off across the Business Offices that support the areas of: Finance, Products & Services, Payments & Collections, Bills & Rates, Customer Service, Meters & Assets, Field Services, and Analytics. Mythics' PM will work with the identified stakeholders during the Planning phase to define the User Acceptance Test Plan based on the KPIs that are identified as success factors. The *CRP* Workshops during the Transformation phase's FIT cycles will further validate the Requirements and Specifications for converted or enhanced business processes based on the new functionality within the C2M/AMS Applications.

Although we will have deployed Oracle *Best Practices* throughout the project to mitigate risk, it's likely that we will have multiple UAT cycles prior to a fully validated and approved release. Our project plan takes this into consideration and accounts for additional UAT cycles. The *UAT* instance will communicate with internal and external QA systems to mimic Production-like loads. We will work with COJ, Mueller Systems, and 3rd party vendors during the Planning phase to create an Integration Test Plan. UAT will mirror the Logical Architecture of *OCI Production* from an Infrastructure resource perspective to measure like-for-like performance. The UAT Test Plan should span multiple Billing Cycles across Service and Customer Types, with hourly, daily, nightly, and weekly Integrations and Batches being processed and validated. Mythics suggests refreshing *UAT* with the *MIG* "gold" image replicated from *COJCloud's PROD* database at least once during the UAT cycle. The *Upgrade & Enhance* SDLC is frozen once the UAT cycle has been approved by all the COJ Stakeholders. Mythics will perform a "Platinum" Custom Image of the Application and Database nodes, which will be the foundation for *OCI PRODUCTION* readiness.

Mythics has included scope for Project and Change Managers to drive the User Acceptance Testing cycles. Our QA team will provide the Test Scenarios, Scripts, and Flows based on the Test Plan, while our PMO will govern and capture the expected results with the outcomes. Once the UAT cycle begins, all Mythics and COJ Technical resources will have restricted access to the *UAT* instance to assure the only users are WSBA Application Users.

11. Training & Knowledge Transfer

Mythics will drive engagement between COJ Functional and Technical teammates throughout the *Upgrade & Enhance* effort through a series of Workshops and Joint Application Design sessions. Our methodology pairs COJ leads with Mythics leads in a train the trainer method leveraging the *UAT instance* to gain experience with the new functions and features within the C2M/AMS and DSS environment. The Conference Room workshops will be leveraged to deliver Training materials to the various WSBA resources that leverage the frontend User Interface for Oracle Utilities Applications. These workshops will cover Functional & Technical topics for WSBA Application Users, Super-users, and Administrators.

The project Architects and Technical Leads will work with COJ Administrations throughout the project to assure Knowledge is Transferred between Subject Matter Experts. We will also host Joint Infrastructure Design sessions with COJ's IT to review the OUA and OCI Logical Architecture as we progress throughout the Transformation phase of the project plan. Mythics Consulting team will work closely with the Mythics Support team currently managing Operations and Maintenance of all resources deployed to the *COJCloud*. Our goal is to assure Training and Knowledge is presented throughout the project, rather than a waterfall delivery model that pushes these tasks to the end of the SDLC. We will work with the COJ Leads during the Planning phase to identify the appropriate resources based on the *Upgrade & Enhance* timeline.

Our Scope includes Project Management resource that will own the Training Plan and deliverables. Mythics leads will support the COJ resources to mitigate the risk that comes along with Business Process Redesign.

12. Documentation

The Mythics Methodology is derived from Oracle's Unified Method (OUM). We have adapted the core principles of OUM to align with Cloud Adoption strategies, leveraging an Agile approach to Deploying, Developing, and Operating Cloud Native languages, tools, and applications across the *As a Service (XaaS)* model. Mythics will fully define the project artifacts to be delivered during the *Discover & Design* effort in Stage-1.

13. Deployment Plan

Mythics will create and modify a Cutover Plan throughout the project as discoveries guide us through the most efficient Conversion and Refresh strategies. It's typical that the plan will alter throughout the phases and stages of the project as more information is uncovered through the CEMLI transformation and testing (FIT, SIT) and training (CRP) cycles. Upon COJ sign off of User Acceptance Testing (UAT) we will need (2) two weeks for the preparation of OCI PROD prior to all (3) three cutover weekends.

The Business Offices will operate on normal schedules throughout the cutover week leading to Friday night's batch cycle close. The Mythics team will begin the cutover upon validation of last batch cycle by taking a complete backup of the production databases. The cutover plan will have a blackout period where the production instances are offline throughout the weekend. COJ and WSBA leads will be involved with the testing and validation of the *OCI* Production instance prior to releasing the blackout for normal operations.

14. Production Go-Live (All Stages)

A successful end to UAT validates the deployment of the stage that we're prepping for go-live cutover as defined during the *Discover & Design* period. The *COJCloud Production* instance will go off-line and inaccessible to users during the cutover period. During this outage, the Mythics Database Specialist will finalize the synchronization between primary and secondary (OCI) databases.

Mythics will work with the COJ IT team to configure the DNS to point to the new *OCI Production* instance. Mythics will work with COJ to finalize the Cutover Plan during the Planning phase. As part of the planning effort, we will create a fallback strategy to capture the best processes and scripts to re-direct traffic back to CCB/Mi.Host in case of a failed deployment.

15. Post Go-Live Hypercare Support (All Stages)

At the conclusion of a successful go-live for each stage, Hypercare support will begin and will follow the below schedule. During Hypercare Support, no new requirements or features will be implemented. Mythics will support issue identification and remediation only. Enhancements will require a Change Request. Change Requests may require a (30) thirty-day runway prior to additional resources being added to the effort.

- Stage 1 Hypercare Support: Begins after Stage 1 go-live and runs for a period of 6 (six) months.
 - Includes OCI infrastructure monitoring, as well as OCI and application break/fix support for the services delivered during Stage 1.
- Stage 2 Hypercare Support: Begins after Stage 2 go-live and runs for a period of 3 (three) months.
 - Includes OCI infrastructure monitoring, as well as OCI and application break/fix support for the services delivered during Stage 1 and 2.
- Stage 3 Hypercare Support: Begins after Stage 3 go-live and runs for a period of 2 (two) months.
 - Includes OCI infrastructure monitoring, as well as OCI and application break/fix support for Stage 1 and Stage 2 services, as well as the new AMI adapter and the limited batch rollout of C&I meters deployed during Stage-3. Application support is Not-To-Exceed (NTE) 504 (five-hundred and four) hours per month. Support does not include break-fix for systems and services delivered during Stage 1 or Stage 2.

Infrastructure (OCI) Monitoring

Mythics will provide core monitoring services for the infrastructure environments. This leverages several technologies to monitor the whole technology stack: the underlying cloud, the operating systems, databases, and app servers. This monitoring runs daily health checks for the OS and database internals. The monitoring service also identifies issues across the technology stack, allowing the technical team to rapidly identify OS and database issues that could be impacting the application. For infrastructure (database, OS, OCI) alerts, Mythics will notify the COJ IT team members who can address internally or leverage Mythics Infrastructure OnDemand services to assist with remediation.

OCI Infrastructure OnDemand Services

In addition to our technology stack monitoring service, Mythics will deliver monthly OnDemand support services for the OCI environment supporting the services delivered in Stages 1, 2, and 3. As alerts, incidents, events, problem management or triage requirements surface, the COJ team can evaluate and either address internally or decide to leverage Mythics' OnDemand support to remediate and address. The City of Jackson will access the Mythics infrastructure specialists through the Service Desk / Portal.

16. Assumptions

- General
 - Client will provide access to OCI tenancy and appropriate accounts within 1 (one) week of project kickoff.
 - OCI (target) architecture aligns to the products purchased via the below three documents:
 - JacksonMS_Shelving Letter Cloud_CPQ-1620514_13-Nov-2020
 - Mythics Ordering Document - 111120 - final
 - POEU - City of Jackson - RD
 - Client will provide Mythics access to systems, technical resources, information, and facilities necessary to execute the services in this Statement of Work. Client will provide Mythics with remote access, such as VPN, SSH, RDP, etc. as needed.

- Client will maintain on premise technical infrastructure (such as hardware, software, and network) needed to complete project work. Unplanned outages or downtime that impact project work will necessitate a change order.
- The standard features and functionality of Oracle products are working as they have been designed. If bugs are found with the software, it may affect the timeline and estimated fees.
- Client will maintain annual technical support for the Oracle cloud subscriptions, software and hardware throughout the term of the services.
- Integrations are out of scope unless specifically defined in this document.
- Client will handle all organizational change management activities including but not limited to corporate communications, business process changes, or policy changes.
- During this effort, Mythics will not be responsible for negotiations with hardware, software, or other vendors, or any other contractual relationship between the Client and third parties. Mythics, at the request of Client, will provide input to the Client regarding optimal product or vendor selection.
- Mythics will develop any documentation, and presentations in English.
- Project Management
 - Client will establish a project management steering committee to meet not less than monthly to review progress and resolve issues.
 - Client will assign a project manager that will have the authority to make decisions on behalf of Client for scope changes, resource allocation, resolution of issues, work product and deliverable acceptance, and other business decisions impacting the project. Client project manager will be available to meet with the Mythics project manager daily.
 - Client resources will be identified at project kickoff and will be available to Mythics throughout all phases of the project with no blackout periods. Client project manager will ensure resource availability and encourage active participation in requirements and design sessions, deliverable reviews, and testing.
 - Client will approve the project schedule within 4 (four) calendar weeks from project kickoff.
 - The Discover & Design stages will be completed within (4) four calendar weeks.
 - Client is responsible for adhering to the agreed upon project schedule. Delays in the schedule caused by Client will necessitate a change order.
 - Client will provide a timely review within 3 (three) business days of all necessary requests, work products, and deliverables to move the project forward within the project timelines and budget constraints. Client will approve the work product or deliverable within the agreed upon time period or provide a written list of defects and a description explaining why each defect is not acceptable. Mythics will then respond to each defect with an action plan for correction or explanation as to why the defect should not be corrected. Each work product or deliverable will be limited to 2 (two) reviews by the Client. The work product or deliverable will be considered approved if no written response is received within the agreed upon time period.
 - Client will ensure external 3rd party vendors (to include, but not limited to Mueller Systems and others) adhere to the agreed upon project schedule and task completion timelines. Mythics will not be held accountable for external 3rd party vendor delays. Project delays caused by external vendors will necessitate a change request.
 - Mythics will perform the majority of the work remotely.
- Networking
 - Client is responsible for on-premise network configuration and testing. Requests for Mythics assistance with OnPrem to OCI network troubleshooting will necessitate a change order.
 - VPN/IPSec is reliant on ISP internet connectivity/bandwidth. Mythics is not responsible for network connections or for issues, problems or conditions arising from or related to network connections, such as bandwidth issues, excessive latency, network outages, and/or any other conditions that are caused by an internet service provider, or the network connection.
 - FastConnect is out of scope.
- Client Application Migration and Testing
 - Client is responsible for executing application functional testing, system integration testing (SIT) and user acceptance testing (UAT). Mythics will provide support for Client testing.
 - Client will perform SIT with Mythics supporting client testing. SIT will be performed over (2) two cycles no longer than (2) two calendar weeks per cycle.
 - Client will perform UAT with Mythics supporting client testing. Stage 1 UAT will be completed within (4) four continuous calendar weeks. Stage 2 UAT will be completed within (4) four

continuous calendar weeks. Stage 3 UAT will be completed within (2) two continuous calendar weeks.

- Client is responsible for documenting test issues in a mutually agreed format.
- Client will review test issues with Mythics within (2) two business days of issue identification.
- No upgrades, conversions or other changes to applications or databases will be performed, unless specifically detailed in this document.
- Training and Knowledge Transfer
 - Development of formal training course materials is out of scope.
- Go Live
 - Client will coordinate any downtime required of existing systems.
 - Application changes within the source production environment (to include, but not limited to the CCB application) will be frozen (2) two months prior to Stage-1 cutover and will remain frozen for the rest of the project timeline. Changes during code freeze may cause project delays necessitating a change request.
- Other
 - Oracle Utilities Testing Accelerator (UTA) will be leveraged for all testing.
 - Oracle Identity Cloud Service (IdCS) will replace OpenDJ for DSS.
 - Operational Device Management (ODM) will not be deployed as part of AMS.
 - Integration to an Enterprise Asset Management (EAM) system is not in scope.
 - Full Mi.Host data exports will be provided by Mueller Systems through ad-hoc requests.
 - A new AMI product will be deployed in Stage-3
 - Stage-3 will not include new AMI for Residential customers.
 - Stage-3 will deploy a limited batch of new AMI resources for Commercial and Industrial (C&I) customers not-to-exceed (10%) ten percent of the total C&I assets held by the City.
 - There are no plug-n-play adapters for some AMI products (such as Mueller and others) provided by Oracle Utilities product management.

17. Warranty

Mythics warrants that services will be provided in a professional manner consistent with industry standards. Client must notify Mythics of any warranty deficiencies within thirty (30) calendar days from performance of the services.

THIS WARRANTY IS EXCLUSIVE AND THERE ARE NO OTHER EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS, INCLUDING WARRANTIES OR CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. FOR ANY BREACH OF THE WARRANTY, CLIENT'S EXCLUSIVE REMEDY, AND MYTHICS' ENTIRE LIABILITY, SHALL BE THE RE-PERFORMANCE OF THE DEFICIENT SERVICES, OR IF MYTHICS CANNOT SUBSTANTIALLY CORRECT A BREACH IN A COMMERCIALY REASONABLE MANNER, YOU MAY END THE RELEVANT SERVICES AND RECOVER THE FEES PAID TO MYTHICS FOR THE DEFICIENT SERVICES DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT CONSTITUTING A BREACH.

18. Change Control

Mythics has made every attempt to accurately estimate the time and effort required to successfully deliver the services described within. Client acknowledges and agrees that Client induced Changes are out of Mythics' control, and the length of the project and associated price could be impacted, thus, necessitating a change.

Examples of valid Changes consist of, but are not limited to, the following:

- Client does not grant timely access to all Mythics personnel required to deliver service
- Client does not grant access to accurate documentation on environments or personnel to do knowledge transfer on environments
- Malfunctioning hardware or software.
- Delays or problems with telecommunication equipment managed or installed by third parties.
 - Cabling, servers, routers, hubs, and switches.
- Conflicts or incompatibilities associated with the installation of hardware or software installed by Mythics.
- Client increases the scope of services requiring additional labor, hardware, software, materials, travel, lodging, meals, or other direct costs.

If any changes cause an increase or decrease in the cost or risk of service delivery, Mythics will make an equitable adjustment to the price of services, type of services, or Service Level Agreements and Client's order shall be modified in writing accordingly. Any claim for adjustment under this section shall be deemed waived unless asserted in writing within (30) thirty days from the date of receipt by Mythics of the change order, provided, however, that Client, if it decides that the facts justify such action, may receive and act upon such claim submitted at any time prior to final payment under Client's order. Any such claim must set forth the amount of any increase or decrease in the cost of performance resulting from the change in the format and detail reasonably specified by Client. Failure to agree upon an equitable adjustment shall relieve Mythics from proceeding in performance of Client's order as changed. Each Change Order shall be governed by the terms of the original SOW and shall reference the effective date of the SOW.

Client's engineering and technical personnel may from time to time render assistance, give technical advice, or exchange information with Mythics' personnel in relation to Client's service. Such assistance, advice, and/or exchange of information shall not be construed as Client's consent or authority to effect any changes to Client's order or the goods and/or services provided thereunder. Under no circumstances shall any resulting change in goods and/or services or provisions of Client's order be binding upon Client unless incorporated as a change in accordance with the paragraphs above.

Financial Impact:

Service	Period of Performance	Delivered Artifact	Total
Completion of Planning Phase (Stage-1)	Kickoff + 4 weeks	Project schedule, communication plan, and validated architecture & sizing	\$519,769.63
Discover & Design (Stage-1)	Kickoff + 8 weeks	OCI & OUA as designed and as built documentation	\$519,769.63
OCI Expansion & C2M Installation (Stage-1)	Kickoff + 10 weeks	Network, VMS, DBS. Migration Instances (C2M and Mi.Host)	\$259,884.82
CCB to C2M Conversion (Stage-1)	Kickoff + 18 weeks	C2M Conference Room Pilot Begins	\$1,039,539.27
Digital Self-Service Deployment (Stage-1)	Kickoff + 20 weeks	DSS Conference Room Pilot Begins	\$259,884.82
User Acceptance Testing (Stage-1)	Kickoff + 24 weeks	Beginning of UAT for (C)2M & DSS	\$519,769.63
Completion of Cutover (Stage-1)	Kickoff + 26 weeks	Project Stage closeout report (list of open and closed production support issues)	\$259,884.82
Hypercare Support - Stage-1 (Month 1)	Kickoff + 30 weeks	Break/fix for Stage-1 requirements only	\$53,349.25
Hypercare Support - Stage-1 (Month 2)	Kickoff + 34 weeks	Break/fix for Stage-1 requirements only	\$53,349.25

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Hypercare Support - Stage-1 (Month 3)	Kickoff + 38 weeks	Break/fix for Stage-1 requirements only	\$53,349.25
Advanced Meter Solutions (AMS) - ODM + SOM (Stage-2)	Kickoff + 30 weeks	C2M AMS Conference Room Pilot Begins	\$519,769.63
User Acceptance Testing (Stage-2)	Kickoff + 34 weeks	Beginning of UAT for C2(M)	\$519,769.63
Completion of Cutover (Stage-2)	Kickoff + 38 weeks	Project Stage closeout report (list of open and closed production support issues)	\$519,769.63
Hypercare Support - Stages 1 & 2 (Month 1)	Kickoff + 42 weeks	Break/fix for Stage-1 & Stage-2 requirements only	\$53,349.25
Hypercare Support - Stages 1 & 2 (Month 2)	Kickoff + 48 weeks	Break/fix for Stage-1 & Stage-2 requirements only	\$53,349.25
Hypercare Support - Stages 1 & 2 (Month 3)	Kickoff + 50 weeks	Break/fix for Stage-1 & Stage-2 requirements only	\$53,349.25
New AMI (Kamstrup) - Integration (Stage-3)	Kickoff + 42 weeks	AMS System Integration Testing (SIT) Begins	\$519,769.63
Advanced Meter Solutions (AMS) - ODM + SOM (Stage-3)	Kickoff + 46 weeks	AMS Conference Room Pilot Begins	\$519,769.63
User Acceptance Testing (Stage-3)	Kickoff + 48 weeks	Beginning of UAT for C2(M) - New AMI	\$259,884.82
Completion of Cutover (Stage-3)	Kickoff + 50 weeks	Project closeout report (list of open and closed production support issues)	\$259,884.82
Hypercare Support - Stage 1, 2, and 3	Kickoff + 54 weeks	Break/fix for Stage 1, 2, and 3 requirements	\$53,349.25
Hypercare Support - Stage 1, 2, and 3	Kickoff + 58 weeks	Break/fix for Stage 1, 2, and 3 requirements	\$53,349.25

Travel & Expense	Estimated at 25Trips	N/A	\$75,000.00
Total:			\$6,998,914.42

Notice: Mythics has made every reasonable attempt to ensure that the information contained within this Change Request is correct, current and properly sets forth the requirements as have been determined to date. The parties acknowledge and agree that the other party assumes no responsibility for errors that may be contained in or for misinterpretations that readers may infer from this document.

Recommendation Acknowledged by: City of Jackson acknowledges and agrees that the above pricing and other terms set forth in this change request be valid for thirty (30) days from the date set forth above. The offer of pricing and other terms set forth in this change request shall become effective and binding upon the execution of both parties.

_____ (Customer) _____ (Date)

_____ (Mythics) _____ (Date)

DRAFT



Mythics Ordering Document # 111120-RD-1

Price Valid Thru: 11/30/2020

End User Contact: City of Jackson
 End User Name: Carla Dazel
 End User Address: 219 S. President St
 Jackson, MS 39205-001

Prepared By: Mythics, Inc.
 Contact: Randy Dorsay
 Phone: 757.965.9486
 Email Address: rslaceberg@mythics.com

Line Item	Oracle Product Description	Oracle Service Type	Part Sku #	Quantity	Term Months	Monthly Price	Discounted Monthly Price	Extended Price
PaaS/IaaS Expansion - Through 6/24/2022								
1	Oracle Cloud Infrastructure - Database Cloud Service - All Editions - BYOL - Government	OCPU Per Hour	B90581	10416	18.8 Months	\$2,015.50	\$1,852.71	\$31,070.89
2	Oracle Cloud Infrastructure - Database Cloud Service - Enterprise Edition - Government	OCPU Per Hour	B90559	26784	18.8 Months	\$11,519.80	\$9,449.23	\$177,589.21
3	Oracle Cloud Infrastructure - Compute - Windows OS - Government	OCPU Per Hour	B89426	2976	18.8 Months	\$273.79	\$273.79	\$5,147.29
4	Oracle Cloud Infrastructure - Compute - Virtual Machine Standard - X7 - Government	OCPU Per Hour	B89422	34224	18.8 Months	\$2,183.49	\$1,790.46	\$33,860.70
5	Oracle Cloud Infrastructure - Compute - Standard - E2 - Government	OCPU Per Hour	B90426	2976	18.8 Months	\$89.28	\$73.21	\$1,376.34
6	Oracle Management Cloud - Enterprise Edition - Government	100 Entries Per Hour	B88623	1488	18.8 Months	\$2,000.02	\$1,800.02	\$33,840.35
7	Oracle Integration Cloud Service - Enterprise - Government	5K Messages Per Hour	B90290	744	18.8 Months	\$959.98	\$787.19	\$14,799.10
8	Oracle Cloud Infrastructure - Outbound Data Transfer - Government	Gigabyte Outbound Data Transfer Per Month	B89432	10240	18.8 Months	\$87.04	\$71.37	\$1,341.81
9	Oracle Cloud Infrastructure - Object Storage - Requests	10,000 Requests per Month	B89436	100	18.8 Months	\$0.34	\$0.28	\$5.24
10	Oracle Cloud Infrastructure - Object Storage - Storage - Government	Gigabyte Storage Capacity Per Month	B89431	29624	18.8 Months	\$678.91	\$556.71	\$10,466.11
11	Oracle Cloud Infrastructure - Block Volume Storage - Government	Gigabyte Storage Capacity Per Month	B01963	30720	18.8 Months	\$763.36	\$642.36	\$12,076.28
12	Oracle Cloud Infrastructure - Block Volume Performance Units - Government	Gigabyte Storage Capacity Per Month	B91604	307200	18.8 Months	\$522.24	\$428.24	\$8,050.85
13	Oracle Developer Cloud Service - Government	Each	B92036	1	18.8 Months	\$0.00	\$0.00	\$0.00
14	Oracle Identity Cloud Service - Enterprise User - Government	User Per Month	B90566	5	18.8 Months	\$16.00	\$13.12	\$248.88
15	Oracle Identity Cloud Service - Consumer User - Government	User Per Month	B90568	20000	18.8 Months	\$320.00	\$262.40	\$4,933.12
Digital Self-Service (36 Months)								
16	Oracle Utilities Opower Digital Self Service, Transactions Cloud Service	100 in Customer Count	B87446	300	36 Months	\$28.00	\$8,232.00	\$296,352.00
Customer to Meter - Migrated Products								
Item	Oracle Product Description	Oracle License Type	License Level	Quantity	Term	Unit List	Migration Credit	Extended Price
17	Oracle Utilities Customer to Meter Base for Commercial and Industrial Customers	100 in Customer Count	Full Use	70	Perpetual	\$10,500.00	\$445,000.00	\$124,950.00
18	Update Rights and Product Technical Support	100 in Customer Count	Full Use	70	1 Year	\$2,310.00		\$27,480.00
19	Oracle Utilities Customer to Meter Base for Residential Customers	100 in Customer Count	Full Use	630	Perpetual	\$700.00	\$267,945.47	\$74,970.00
20	Update Rights and Product Technical Support	100 in Customer Count	Full Use	630	1 Year	\$154.00		\$18,403.40
21	Delta/Migrated Support				9/1/21 - 11/29/21			\$77,873.89
Net New Product								
Line Item	Oracle Product Description	Oracle License Type	License Level	Quantity	Term	Unit List	Migration Credit	Extended Price
22	Oracle Utilities Testing Accelerator	Named User Plus	Full Use	10	Perpetual	\$35,000.00		\$192,500.00
23	Update Rights and Product Technical Support	Named User Plus	Full Use	10	1 Year	\$7,700.00		\$42,350.00
24	Oracle Utilities Advanced Meter Solution	100 Utilities Devices	Full Use	700	Perpetual	\$1,000.00		\$365,000.00
25	Update Rights and Product Technical Support	100 Utilities Devices	Full Use	700	1 Year	\$220.00		\$84,700.00

Software may be downloaded at: <http://edelivery.oracle.com>

City of Jackson is still responsible for paying remaining invoices for current Oracle support stream under CSI 19213848, refer to Exhibit A for products being migrated/terminated.
 This MOD price does not include price for Professional Services, refer to Change Request Form (CRF) Number: 003.
 Applicable State taxes will be added unless an exemption is provided.

GRAND TOTAL PRICE:* \$1,657,282.23

Payment Terms:
 Net 30 for License, Quarterly in Arrears for Support and Cloud

Terms and Conditions of Sale:

This document is in lieu of a Purchase Order. Mythics is authorized to invoice off of this funded non-cancellable Mythics Ordering Document.

End User has obtained all necessary approvals to release funds for this purchase.

Non-Payment will constitute an immediate default of this contract and upon notice from Mythics, End-User shall be prohibited from continued use of software licensed & services until payment has been received in full for outstanding balance or costs incurred.

You acknowledge that in reliance on this order, Mythics will issue a non-cancellable order with its supplier for products or services purchased.

You agree that Mythics has the right to cancel your services or support with Oracle due to non-payment.

Digital Self-Service Subscription Period of Performance shall be 36 months from Oracle's date of provisioning.

PaaS/IaaS Expansion Subscription Period of Performance shall be through 6/24/2022.

License & Support Period of Performance shall be from 11/30/2020 - 11/29/2021

You agree that this order is placed pursuant to the terms and conditions of US Communities 180233-002.

Oracle's License Definitions and Rules (LDRs) are available at <https://www.oracle.com/corporate/contracts>. Please note the LDRs that apply to an order subject to this quote will be those LDRs in effect at the time Contractor accepts Your order.

Additional Fees for Any Increased Usage/Capacity: As described in the Oracle Government Tech Cloud Service Descriptions document available at <http://www.oracle.com/contracts>, if you in a given month exceed the quantity of services specified for any of the Cloud Services listed in the tables above section A with "Government" in the product name ("Government Tech Cloud Services"), then you must pay for such increased usage/capacity at the Unit Net Price specified in your order."

By signing below, the undersigned represents that he/she has the authority to bind the End User to the terms of this Mythics Ordering Document and affirms End User's commitment to pay for the products and services ordered.

Signature

Printed Name and Title

Date

Exhibit A:

Original Licenses To Be Migrated / Terminated			
Product	Metric	CSI	Quantity
Oracle Utilities Customer Care and Billing Task Optimization Tools for Commercial & Industrial Customers	100 in Customer Count	19213848	70
Oracle Utilities Customer Care and Billing Credit and Collections for Commercial & Industrial Customers	100 in Customer Count	19213848	70
Oracle Utilities Customer Care and Billing Rating and Billing for Commercial & Industrial Customers	100 in Customer Count	19213848	70
Oracle Utilities Customer Care and Billing Cashiering for Commercial & Industrial Customers	100 in Customer Count	19213848	70
Oracle Utilities Customer Care and Billing Base for Commercial & Industrial Customers	100 in Customer Count	19213848	70
Oracle Utilities Customer Care and Billing Archiving for Commercial & Industrial Customers	100 in Customer Count	19213848	70
Oracle Utilities Customer Care and Billing Rating and Billing for Interval Data for Commercial & Industrial Customers	100 in Customer Count	19213848	70
Oracle Utilities Customer Care and Billing Cashiering for Residential Customers	100 in Customer Count	19213848	630
Oracle Utilities Customer Care and Billing Archiving for Residential Customers	100 in Customer Count	19213848	630
Oracle Utilities Customer Care and Billing Base for Residential Customers	100 in Customer Count	19213848	630
Oracle Utilities Customer Care and Billing Credit and Collections for Residential Customers	100 in Customer Count	19213848	630
Oracle Utilities Customer Care and Billing Rating and Billing for Residential Customers	100 in Customer Count	19213848	630
Oracle Utilities Customer Care and Billing Task Optimization Tools for Residential Customers	100 in Customer Count	19213848	630
Oracle Utilities Customer Care and Billing Rating and Billing for Interval Data for Residential Customers	100 in Customer Count	19213848	630
Oracle Application Management Pack for Oracle Utilities	Processor	19213848	24



Mythics, Inc.
 4525 Main Street, Suite 1500
 Virginia Beach, VA 23462

Oracle America, Inc.
 500 Oracle Parkway
 Redwood Shores, CA 94069

Date: November 11th, 2020

Dear Mythics and Oracle:

CONFIRMATION OF EXECUTION OF AGREEMENT WITH MYTHICS, INC. FOR THE PURCHASE OF ORACLE PRODUCTS AND SUBSCRIPTION SERVICES

This order is placed pursuant to the Terms and Conditions of US Communities 180233-002

Through this ordering letter, City of Jackson confirms that an agreement for Oracle Subscriptions Services has been executed with MYTHICS:

The Oracle Subscription periods: PaaS/IaaS for 18.8 months from date of provisioning, Digital Self-Service for 36 months from date of provisioning, & 1 Year for Licenses & Support for the following products:

S/N	Oracle Subscription Services Type or Metric	Quantity Purchased
1	Oracle Cloud Infrastructure - Database Cloud Service - All Editions - BYOL - Government	10416
2	Oracle Cloud Infrastructure - Database Cloud Service - Enterprise Edition - Government	26784
3	Oracle Cloud Infrastructure - Compute - Windows OS - Government	2976
4	Oracle Cloud Infrastructure - Compute - Virtual Machine Standard - X7 - Government	34224
5	Oracle Cloud Infrastructure - Compute - Standard - E2 - Government	2976
6	Oracle Management Cloud - Enterprise Edition - Government	1488
7	Oracle Integration Cloud Service - Enterprise - Government	744
8	Oracle Cloud Infrastructure - Outbound Data Transfer - Government	10240
9	Oracle Cloud Infrastructure - Object Storage - Requests	100
10	Oracle Cloud Infrastructure - Object Storage - Storage - Government	26624
11	Oracle Cloud Infrastructure - Block Volume Storage - Government	30720
12	Oracle Cloud Infrastructure - Block Volume Performance Units - Government	307200
13	Oracle Developer Cloud Service - Government	1
14	Oracle Identity Cloud Service - Enterprise User - Government	5
15	Oracle Identity Cloud Service - Consumer User - Government	20000
16	Oracle Utilities Opower Digital Self Service, Transactions Cloud Service	300
17	Oracle Utilities Customer to Meter Base for Commercial and Industrial Customers	70
18	Update Rights and Product Technical Support	70
19	Oracle Utilities Customer to Meter Base for Residential Customers	630
20	Update Rights and Product Technical Support	630
21	Oracle Utilities Advanced Meter Solution	700
22	Update Rights and Product Technical Support	700

23	<i>Delta/Migrated Support</i>	
24	Oracle Utilities Testing Accelerator	10
25	Update Rights and Product Technical Support	10

SIGNATURE*: _____

PRINTED NAME: _____

TITLE: _____

DATE: _____

*Must have authority to enter into contracts on behalf of the End-User.

DRAFT

Office of the City Attorney

455 East Capitol Street
Post Office Box 2774
Jackson, Mississippi 39207-2774
Telephone: (601) 960-1758
Facsimile: (601) 960-1756

OFFICE OF THE CITY ATTORNEY
11/18/20

OFFICE OF THE CITY ATTORNEY

This **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 (CITYWIDE)** is legally sufficient for placement in NOVUS Agenda.



TIMOTHY C. HOWARD, CITY ATTORNEY
Terry Williamson, Legal Counsel 

11/18/20
DATE

OFFICE OF THE CITY ATTORNEY
Handwritten signature and date

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

Agenda Item #26
Agenda Date: December 22 2020
(SCOTT, LUMUMBA)

Office of the City Attorney

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

OFFICE OF THE CITY ATTORNEY
Ammy Hines

OFFICE OF THE CITY ATTORNEY

This ORDER AUTHORIZING THE MAYOR TO ACCEPT THE PROPOSAL OF ARTHUR J. GALLAGHER RISK MANAGEMENT SERVICES INC AND ENTER INTO AN AGREEMENT WITH GALLAGHER TO PROVIDE CONSULTING SERVICES FOR THE CITY OF JACKSON'S MEDICAL AND DENTAL PLANS FOR ACTIVE AND RETIRED CITY EMPLOYEES DURING THE 2021 AND 2022 PLAN YEARS is legally sufficient for placement in NOVUS Agenda.

Ammy Hines

Deputy City Attorney

12/2/20

DATE

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 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**.

APPROVED FOR AGENDA:

Director of Personnel Management
EBO Officer
Finance
Budgeted: Yes _____ No _____
Account Number
Legal
CAO
Mayor's Office

Initials

Date

_____	_____
_____	_____
_____	_____
057-558.70-6495	_____
_____	_____
_____	_____
_____	_____

Item: _____
Agenda Date: _____
By: Scott, Lumumba

(Approved for Agenda by: Scott, Lumumba)

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

December 08, 2020

DATE

POINTS		COMMENTS																																													
1.	Brief Description/Purpose	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																																													
2.	Public Policy Initiative 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	Change in City Government																																													
3.	Who will be affected	All City Departments, assigned employees																																													
4.	Benefits																																														
5.	Schedule (beginning date)	Upon approval by the council																																													
6.	Location: § WARD § CITYWIDE (yes or no) (area) § Project limits if applicable	Citywide																																													
<input type="checkbox"/> <input type="checkbox"/> 7.	Action implemented by: § City Department § Consultant	Department of Personnel Management																																													
8.	COST																																														
<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> 9.	Source of Funding § General Fund § Grant § Bond § Other	General Fund																																													
10.	EBO participation	<table border="0"> <tr> <td>ABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>___</td> </tr> <tr> <td>AABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>___</td> </tr> <tr> <td>WBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>___</td> </tr> <tr> <td>HBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>___</td> </tr> <tr> <td>NABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>___</td> </tr> </table>	ABE	_____ %	WAIVER	yes	___	no	___	N/A	___	AABE	_____ %	WAIVER	yes	___	no	___	N/A	___	WBE	_____ %	WAIVER	yes	___	no	___	N/A	___	HBE	_____ %	WAIVER	yes	___	no	___	N/A	___	NABE	_____ %	WAIVER	yes	___	no	___	N/A	___
ABE	_____ %	WAIVER	yes	___	no	___	N/A	___																																							
AABE	_____ %	WAIVER	yes	___	no	___	N/A	___																																							
WBE	_____ %	WAIVER	yes	___	no	___	N/A	___																																							
HBE	_____ %	WAIVER	yes	___	no	___	N/A	___																																							
NABE	_____ %	WAIVER	yes	___	no	___	N/A	___																																							

MEMORANDUM

TO: Mayor Chokwe A. Lumumba
FROM: Toya Martin, Deputy Director
Personnel Management
DATE: November 30, 2020

RE: 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

The Department of Personnel Management is recommending that the City accepts the proposed offer of professional services from Gallagher Insurance Consulting Firm.

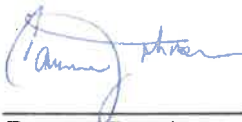
Office of the City Attorney

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

OFFICE OF THE CITY ATTORNEY
Alvin H. Hines

OFFICE OF THE CITY ATTORNEY

This ORDER AUTHORIZING THE MAYOR TO ACCEPT THE PROPOSAL OF ARTHUR J. GALLAGHER RISK MANAGEMENT SERVICES INC AND ENTER INTO AN AGREEMENT WITH GALLAGHER TO PROVIDE CONSULTING SERVICES FOR THE CITY OF JACKSON'S MEDICAL AND DENTAL PLANS FOR ACTIVE AND RETIRED CITY EMPLOYEES DURING THE 2021 AND 2022 PLAN YEARS is legally sufficient for placement in NOVUS Agenda.



Deputy City Attorney

12/2/20

DATE

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

Handwritten signature and date: 12/1/20

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 ORDEDED 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

By: Dorsey-Kidd, Lumumba

Agenda Item #27
 Agenda Date: December 22 2020
 (KIDD, LUMUMBA)

CITY COUNCIL AGENDA

ITEM 10 POINT DATA SHEET

DATE: 11/30/2020

POINTS		COMMENTS					
1.	Brief Description/Purpose	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. for development and support of arts and authorizing the Mayor to execute contracts with various organizations.					
2.	Public Policy Initiative <ul style="list-style-type: none"> ○ Youth & Education ○ Crime Prevention ○ Changes in City Government ○ Neighborhood Enhancement ○ Economic Development ○ Infrastructure and Transportation ○ Quality of Life 	Quality of Life Economic Development					
3.	Who will be affected	The general public					
4.	Benefits	Increased and improved services in the City of Jackson					
5.	Schedule (Beginning date) (Completion date)	Within one month of signed contract					
6.	Location: Ward: CITYWIDE (yes or no) (area) Project limits if applicable	Citywide					
7.	Action implemented by: <ul style="list-style-type: none"> ○ Mayor's Office ○ City Department ○ Consultant 	Department of Human and Cultural Services					
8.	COST	Jackson Indie Music Week \$10,000.00 General Missionary Baptist State Convention \$10,000.00 Young Gifted & Empowered \$7,725.00					
9.	Source of Funding <ul style="list-style-type: none"> ○ General Fund ○ Enterprise ○ Grant ○ Bond Other	General Funds Acct# 001 43300 6742					
10.	EBO participation	ABE	_____ %	WAIVER	yes _____	no _____	N/A
		AABE	_____ %	WAIVER	yes _____	no _____	N/A
		WBE	_____ %	WAIVER	yes _____	no _____	N/A
		HBE	_____ %	WAIVER	yes _____	no _____	N/A
		NABE	_____ %	WAIVER	yes _____	no _____	N/A

Department of Human and Cultural Services



1000 Metrocenter, Suite 101
Post Office Box 17
Jackson, Mississippi 39205-0017

MEMORANDUM

**To: Chokwe Antar Lumumba
Mayor**

From: Adriane Dorsey-Kidd 
Director

Date: November 30, 2020

Subject: Grant Recommendations

City of Jackson staff have reviewed and evaluated the Cultural Arts and Community Based proposals submitted for funding from the general fund. Based on the rating system used by staff the organizations listed below are the recommendations made for funding.

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

I am requesting this item be placed on the Council agenda.

Should you have questions or concerns regarding this matter, please do not hesitate to notify me.

Office of the City Attorney

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

OFFICE OF THE CITY ATTORNEY
12/1/20

OFFICE OF THE CITY ATTORNEY

This **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** is legally sufficient for placement in NOVUS Agenda.

/s/Monica D. Allen
Special Assistant

12/1/20
DATE

OFFICE OF THE CITY ATTORNEY
12/1/2020

ORDER AUTHORIZING MAYOR TO EXECUTE AN AMENDED SUBGRANT AGREEMENT WITH SENIOR SERVICE AMERICA, INC. (SSAI) IN THE AMOUNT OF \$76,675.00 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.

Agenda Item #28
Agenda Date: December 22 2020
(KIDD, LUMUMBA)

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET


11-06-2020

DATE

POINTS	COMMENTS																																													
1. Brief Description/Purpose	Order authorizes Mayor to amend subgrant agreement with Senior Service America, Inc. to provide employment opportunities for persons age 55 and older in selected counties.																																													
2. Public Policy Initiative 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	Quality of Life																																													
3. Who will be affected	Seniors in Hinds, Rankin, Warren, and Scott County who are 55 years of age or older with incomes within 125% of the poverty level are affected.																																													
4. Benefits	Seniors are afforded an opportunity to supplement their incomes and receive training for employment.																																													
5. Schedule (beginning date)	July 1, 2020 – December 31, 2020																																													
6. Location: • WARD • CITYWIDE (yes or no) (area) • Project limits if applicable	City of Jackson is the program sponsor; however, participants are residents of Hinds, Rankin, Scott, and Warren, County. A majority of the program participants are residents of Hinds County.																																													
7. Action implemented by: • City Department <input type="checkbox"/> • Consultant <input type="checkbox"/>	Department of Human and Cultural Services Senior Services Division																																													
8. COST	\$ 86,559																																													
9. Source of Funding • General Fund <input type="checkbox"/> X • Grant <input type="checkbox"/> X • Bond <input type="checkbox"/> • Other <input type="checkbox"/>	General Fund \$9,884 Grant \$76,675																																													
10. EBO participation	<table border="0"> <tr> <td>ABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>_____</td> <td>no</td> <td>_____</td> <td>N/A</td> <td>_____</td> </tr> <tr> <td>AABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>_____</td> <td>no</td> <td>_____</td> <td>N/A</td> <td>_____</td> </tr> <tr> <td>WBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>_____</td> <td>no</td> <td>_____</td> <td>N/A</td> <td>_____</td> </tr> <tr> <td>HBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>_____</td> <td>no</td> <td>_____</td> <td>N/A</td> <td>_____</td> </tr> <tr> <td>NABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>_____</td> <td>no</td> <td>_____</td> <td>N/A</td> <td>_____</td> </tr> </table>	ABE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____	AABE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____	WBE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____	HBE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____	NABE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____
ABE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____																																						
AABE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____																																						
WBE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____																																						
HBE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____																																						
NABE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____																																						

MEMORANDUM

TO: The Honorable Chokwe Antar Lumumba
Mayor

FROM: Adriane Dorsey-Kidd, Director 
Department of Human and Cultural Services

DATE: November 6, 2020

SUBJECT: ORDER AUTHORIZING MAYOR TO AMEND SUBGRANT AGREEMENT WITH SENIOR SERVICE AMERICA, INC. FOR THE PERIOD OF JULY 1, 2020 THROUGH DECEMBER 31, 2020

This Order authorizes you to amend a subgrant agreement with Senior Service America, Inc. for the period July 1, 2020 – December 31, 2020 for funding related to the employment and provision of training opportunities to individuals fifty five (55) years of age and older in Hinds, Warren, Scott, and Rankin counties who meet certain economic criteria.

The City has been awarded an additional \$76,675.00 in grant funding for the Senior AIDES Program for a six month period beginning July 1, 2020 through December 31, 2020. The City must provide a match of \$9,884.00.

Should you desire additional information, please do not hesitate to notify me.

Office of the City Attorney

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

OFFICE OF THE CITY ATTORNEY

This **ORDER AUTHORIZING MAYOR TO EXECUTE AN AMENDED SUBFRANT AGREEMENT WITH SENIOR SERVICE AMERICA, INC. (SSAI) IN THE AMOUNT OF \$76,675.00 FOR THE CITY SPONSOR A SENIOR AIDES PROGRAM FOR THE 2020-2021 FISCAL YEAR** is legally sufficient for placement in NOVUS Agenda.

/s/ Monica D. Allen
Special Assistant

12/1/20
DATE

ORDER AUTHORIZING THE SUBMISSION OF A GRANT APPLICATION TO THE UNITED STATES CONFERENCE OF MAYORS (USCOM).

OFFICE OF THE CITY ATTORNEY
12/1/2020

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.

(KIDD, LUMUMBA)

Agenda Item #29
Agenda Date: December 22, 2020
(KIDD, LUMUMBA)

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

DATE 11-17-2020

POINTS		COMMENTS								
1.	Brief Description/Purpose	ORDER AUTHORIZING THE SUBMISSION OF A GRANT APPLICATION TO THE UNITED STATES CONFERENCE OF MAYORS (USCOM) FOR DEVELOPMENT OR EXPANSION OF PROGRAMS FOCUSING ON YOUTH OBESITY PREVENTION AND PROVIDING ACCESS TO HEALTHY FOOD OPTIONS.								
2.	Public Policy Initiative <ol style="list-style-type: none"> 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life 	Youth & Education Quality of Life								
3.	Who will be affected	Citizens in the City of Jackson.								
4.	Benefits	Educate the youth on healthy eating and create programs that help foster a healthier Jackson.								
5.	Schedule (beginning date)	Upon approval								
6.	Location: <ul style="list-style-type: none"> ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable 	Citywide								
7.	Action implemented by: <ul style="list-style-type: none"> ▪ City Department <input type="checkbox"/> ▪ Consultant <input type="checkbox"/> 	Human and Cultural Services Department								
8.	COST	\$0								
9.	Source of Funding <ul style="list-style-type: none"> ▪ General Fund <input type="checkbox"/> ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input type="checkbox"/> 									
10.	EBO participation	ABE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____
		AABE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____
		WBE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____
		HBE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____
		NABE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____



Department of Human and Cultural Services
100 Metrocenter, Suite 101
Post office Box 17
Jackson, Mississippi 39205-0017

MEMO

To: Mayor Chokwe Antar Lumumba

From: Dr. ^{ADK} Adriane Dorsey-Kidd
Director

Date: November 18, 2020

Re: ORDER AUTHORIZING THE SUBMISSION OF A GRANT APPLICATION TO THE UNITED STATES CONFERENCE OF MAYORS (USCOM) FOR DEVELOPMENT OR EXPANSION OF PROGRAMS FOCUSED ON CHILDHOOD OBESITY PREVENTION AND ACCESS TO HEALTHY FOOD OPTIONS.

This order authorizes the submission of a grant application to The United States Conference of Mayors (USCOM) in the amount of \$175,000.00 to provide education on healthy eating to the city's youth, and also help provide access to healthy vegetables and fruits grown by local farmers.

If you have questions, please let me know.

Office of the City Attorney

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

OFFICE OF THE CITY ATTORNEY

This **ORDER AUTHORIZING THE SUBMISSION OF A GRANT APPLICATION TO THE UNITED STATES CONFERENCE OF MAYORS (USCOM)** is legally sufficient for placement in NOVUS Agenda.

/s/ Monica D. Allen
Special Assistant

12/1/20
DATE

OFFICE OF THE CITY ATTORNEY
12/1/20

RESOLUTION DESIGNATING APPLICANT AGENT FOR PUBLIC ASSISTANCE ON BEHALF OF THE CITY OF JACKSON, MISSISSIPPI

OFFICE OF THE CITY ATTORNEY
12/16/20

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.

(SANDERS, LUMUMBA)

Agenda Item #30
Agenda Date: December 22, 2020
(KIDD, LUMUMBA)



FFATA Reporting Form

Federal Funding Accountability and Transparency Act of 2006

(This requirement is for all grant funding received)

1.) Applicant: _____ 2.) DUNS + 4: _____

3.) Registered in SAM (System of Award Management): Yes ___ No ___

4.) Physical Address Associated w/ DUNS #

Street _____

City _____ State _____

9-digit Zip (Must have 9 digit) _____ - _____ Country _____

5a.) Is your annual gross revenue made up of 80% or more in U.S. Federal contracts, subcontracts, loans, grants, subgrants and/or cooperative agreements? _____

b.) Do you receive \$25 Million or more in annual gross revenue from U.S. Federal contracts, subcontracts, loans, grants, subgrants and/or cooperative agreements? _____

6.) Is salary information for all top management positions available to public on SEC.gov?

7.) Do you subaward any grant funds received from MEMA? _____

8.) Applicant Point of Contact

Name:
Agency:
Title:
Phone:
Mailing Address:
City/State/Zip:
Email:

I, _____ hereby certify to the best of my knowledge and belief that the report is true, complete, and accurate.

For MEMA Office Use Only

Grant Award Name _____ Grant Award ID# _____

Grant Award Amount _____ Date Obligated _____ Project # _____ Revision# _____

MEMA Officials Initials _____ Entered into FSRS.gov by _____

Date Entered _____



DESIGNATION OF APPLICANT AGENT FOR PUBLIC ASSISTANCE

Federal Disaster Number: FEMA- DR-MS

Entity's Name: _____

Governing Body Type: _____

Applicant Agent Information

Name: _____

Official Title: _____

Address: _____

City/State/Zip: _____

Work Phone: _____

Cell Phone: _____

Email Address: _____

On behalf of the Agency listed above, the designated Applicant Agent is authorized to execute applications for the purpose of obtaining and administering certain federal financial assistance under the Disaster Relief Act of 1974 (Public Law 93.228), amended by Robert T. Stafford Disaster Relief and Emergency Assistance Act of 1988, (Public Law 100-707) and to file them with the Governor's Authorized Representative.

Certifying Official Information (Cannot be the same as the Applicant Agent):

Name: _____

Title: _____

Date: _____

Signature: _____

A certified copy of the Board Meeting Minutes/Resolution designating the Applicant Agent is attached.

Examples of Governing Body Type are Board of Supervisors, City Council, Executive Counsel, etc.



STATE-LOCAL DISASTER ASSISTANCE AGREEMENT

DISASTER: FEMA- _____ -DR-MS

APPLICANT FIPS #: _____

APPLICANT NAME: _____

This Agreement is between the State of Mississippi, Mississippi Emergency Management Agency (MEMA) and the undersigned State Agency, political subdivision of the State, private nonprofit organizations, or authorized tribal organizations (Applicant). This Agreement shall be effective on the date signed by the State and Applicant. It shall apply to all assistance funds provided by or through the State to the Applicant as a result of the above-referenced disaster.

The designated representative of the Applicant certifies that:

1. The representative has legal authority to apply for assistance on behalf of the Applicant.
2. The Applicant will provide all necessary financial and managerial resources to meet the terms and conditions of receiving federal and state disaster assistance.
3. The Applicant will use disaster assistance funds solely for the purpose for which these funds are provided and as approved by the Governor's Authorized Representative.
4. The Applicant is responsible for all costs determined to be ineligible or unreasonable by FEMA and/or MEMA. The Applicant is also responsible for the repayment of any de-obligations recommended by the DHS OIG and agreed upon by FEMA. Should the funds not be returned to the State in a reasonable time frame, then collection of such funds will be handed over to the State Auditor for action.
5. The Applicant is aware of and shall comply with cost-sharing requirements for Federal and State assistance. While the cost share is subject to change depending on the severity of a disaster, the minimum Federal cost share is 75 percent of the eligible costs. The normal cost share is 75% Federal and the non-federal share is split equally by the State and local. The exception is with PNPs who are responsible for the entire 25% non-federal share.
6. The Applicant is aware that limited funding, which requires cost sharing, may be made available for mitigation of future damages.
7. The Applicant will establish and maintain a proper accounting system to record revenues and expenditures of disaster assistance funds in accordance with generally accepted accounting standards and OMB Super Circulars and A-133 as applicable and/or as directed by the Governor's Authorized Representative.
8. The Applicant shall provide Quarterly Reports to the State which indicates the anticipated completion date for each project, together with any other circumstances that may affect the completion date, the scope of work, the project costs, or any other factor that may affect compliance of this Agreement.
9. The Applicant shall comply with the Single Audit Amendments of 1996 under the Code of Federal Regulations Part 200 – Super Circular: Subsection 200.501. The Applicant shall provide copies of every audit report issued on the entity at the time of its receipt by the entity to the Governor's Authorized Representative.
10. The Applicant will give state and federal agencies designated by the Governor's Authorized Representative, access to and the right to examine all records and documents related to use of disaster assistance funds.
11. The Applicant will return to the State, within thirty (30) days of such request by the Governor's Authorized Representative, any advance funds which are not supported by audit or other federal or state review of documentation maintained by the Applicant.

12. The Applicant acknowledges that it is the Applicant's responsibility to ensure all Federal, State, and local laws, regulations, rules and guidelines applicable to any FEMA grant program are adhered to. If said laws, regulations, rules and guidelines are not adhered to, responsibility for noncompliance is the Applicants.
13. The Applicant will begin and complete all items of work within the time limits established by the Governor's Authorized Representative in agreement with all applicable Federal regulations.
14. The Applicant will comply with regulations implementing the Drug-Free Workplace Act of 1988 44 CFR Part 17, Subpart F.
15. The Applicant will comply with all federal and state statutes and regulations relating to nondiscrimination.
16. The Applicant will comply with provisions of the Hatch Act limiting the political activities of public employees and 44 CFR Part 18, New Restrictions of Lobbying.
17. The Applicant will comply, as applicable, with provisions of the Davis-Bacon Act relating to labor standards.
18. The Applicant will comply with the flood insurance purchase requirements of the Flood Disaster Protection Act of 1973 which may require purchase of flood insurance.
19. The Applicant will not enter into cost-plus-percentage-of-cost contracts for completion of disaster restoration or repair work.
20. The Applicant will not enter into contracts for which payment is contingent upon receipt of state or federal disaster funds.
21. The Applicant will not enter into any contract with any party which is debarred or suspended from participation in federal assistance programs.
22. The Applicant will return all unspent federal funds for uncompleted small projects prior to requesting additional funds for other projects.
23. The Applicant authorizes the Governor's Authorized Representative to recoup the unspent funds referenced in item 22 above, by subtracting that amount from other federal funds owed to it for other approved work when the amount owed is larger than the refund.
24. The Applicant will comply with all uniform administrative requirements which are set forth in the Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 93-288, as amended by Public Law 100-107, and implemented by 44 CFR Part 206.
25. The Applicant shall first endeavor to settle any controversy or claim arising from or relating to this Agreement, or the breach thereof, directly with the Executive Director of MEMA, or designated representative, before exhausting any other remedies or appeals to other governing authorities.

Certifying Official (Cannot be the Applicant Agent):

NAME (Print)	SIGNATURE	DATE
--------------	-----------	------

Applicant Agent:

NAME (Print)	SIGNATURE	DATE
--------------	-----------	------

**MEMA Only
Governor's Authorized Representative:**

<u>Gregory S. Michel, Executive Director</u> NAME	SIGNATURE	DATE
--	-----------	------



FFATA Reporting Form

Federal Funding Accountability and Transparency Act of 2006

(This requirement is for all grant funding received)

1.) Applicant: _____ 2.) DUNS + 4: _____

3.) Registered in SAM (System of Award Management): Yes ___ No ___

4.) Physical Address Associated w/ DUNS #

Street _____

City _____ State _____

9-digit Zip (Must have 9 digit) _____ - _____ Country _____

5a.) Is your annual gross revenue made up of 80% or more in U.S. Federal contracts, subcontracts, loans, grants, subgrants and/or cooperative agreements? _____

b.) Do you receive \$25 Million or more in annual gross revenue from U.S. Federal contracts, subcontracts, loans, grants, subgrants and/or cooperative agreements? _____

6.) Is salary information for all top management positions available to public on SEC.gov?

7.) Do you subaward any grant funds received from MEMA? _____

8.) Applicant Point of Contact

Name:
Agency:
Title:
Phone:
Mailing Address:
City/State/Zip:
Email:

I, _____ hereby certify to the best of my knowledge and belief that the report is true, complete, and accurate.

For MEMA Office Use Only

Grant Award Name _____ Grant Award ID# _____

Grant Award Amount _____ Date Obligated _____ Project # _____ Revision# _____

MEMA Officials Initials _____ Entered into FSRS.gov by _____

Date Entered _____



DESIGNATION OF APPLICANT AGENT FOR PUBLIC ASSISTANCE

Federal Disaster Number: FEMA- -DR-MS

Entity's Name: _____

Governing Body Type: _____

Applicant Agent Information

Name: _____

Official Title: _____

Address: _____

City/State/Zip: _____

Work Phone: _____

Cell Phone: _____

Email Address: _____

On behalf of the Agency listed above, the designated Applicant Agent is authorized to execute applications for the purpose of obtaining and administering certain federal financial assistance under the Disaster Relief Act of 1974 (Public Law 93.228), amended by Robert T. Stafford Disaster Relief and Emergency Assistance Act of 1988, (Public Law 100-707) and to file them with the Governor's Authorized Representative.

Certifying Official Information (Cannot be the same as the Applicant Agent):

Name: _____

Title: _____

Date: _____

Signature: _____

A certified copy of the Board Meeting Minutes/Resolution designating the Applicant Agent is attached.

Examples of Governing Body Type are Board of Supervisors, City Council, Executive Counsel, etc.



STATE-LOCAL DISASTER ASSISTANCE AGREEMENT

DISASTER: FEMA- -DR-MS

APPLICANT FIPS #:

APPLICANT NAME:

This Agreement is between the State of Mississippi, Mississippi Emergency Management Agency (MEMA) and the undersigned State Agency, political subdivision of the State, private nonprofit organizations, or authorized tribal organizations (Applicant). This Agreement shall be effective on the date signed by the State and Applicant. It shall apply to all assistance funds provided by or through the State to the Applicant as a result of the above-referenced disaster.

The designated representative of the Applicant certifies that:

1. The representative has legal authority to apply for assistance on behalf of the Applicant.
2. The Applicant will provide all necessary financial and managerial resources to meet the terms and conditions of receiving federal and state disaster assistance.
3. The Applicant will use disaster assistance funds solely for the purpose for which these funds are provided and as approved by the Governor's Authorized Representative.
4. The Applicant is responsible for all costs determined to be ineligible or unreasonable by FEMA and/or MEMA. The Applicant is also responsible for the repayment of any de-obligations recommended by the DHS OIG and agreed upon by FEMA. Should the funds not be returned to the State in a reasonable time frame, then collection of such funds will be handed over to the State Auditor for action.
5. The Applicant is aware of and shall comply with cost-sharing requirements for Federal and State assistance. While the cost share is subject to change depending on the severity of a disaster, the minimum Federal cost share is 75 percent of the eligible costs. The normal cost share is 75% Federal and the non-federal share is split equally by the State and local. The exception is with PNP's who are responsible for the entire 25% non-federal share.
6. The Applicant is aware that limited funding, which requires cost sharing, may be made available for mitigation of future damages.
7. The Applicant will establish and maintain a proper accounting system to record revenues and expenditures of disaster assistance funds in accordance with generally accepted accounting standards and OMB Super Circulars and A-133 as applicable and/or as directed by the Governor's Authorized Representative.
8. The Applicant shall provide Quarterly Reports to the State which indicates the anticipated completion date for each project, together with any other circumstances that may affect the completion date, the scope of work, the project costs, or any other factor that may affect compliance of this Agreement.
9. The Applicant shall comply with the Single Audit Amendments of 1996 under the Code of Federal Regulations Part 200 – Super Circular: Subsection 200.501. The Applicant shall provide copies of every audit report issued on the entity at the time of its receipt by the entity to the Governor's Authorized Representative.
10. The Applicant will give state and federal agencies designated by the Governor's Authorized Representative, access to and the right to examine all records and documents related to use of disaster assistance funds.
11. The Applicant will return to the State, within thirty (30) days of such request by the Governor's Authorized Representative, any advance funds which are not supported by audit or other federal or state review of documentation maintained by the Applicant.

12. The Applicant acknowledges that it is the Applicant's responsibility to ensure all Federal, State, and local laws, regulations, rules and guidelines applicable to any FEMA grant program are adhered to. If said laws, regulations, rules and guidelines are not adhered to, responsibility for noncompliance is the Applicants.
13. The Applicant will begin and complete all items of work within the time limits established by the Governor's Authorized Representative in agreement with all applicable Federal regulations.
14. The Applicant will comply with regulations implementing the Drug-Free Workplace Act of 1988 44 CFR Part 17, Subpart F.
15. The Applicant will comply with all federal and state statutes and regulations relating to nondiscrimination.
16. The Applicant will comply with provisions of the Hatch Act limiting the political activities of public employees and 44 CFR Part 18, New Restrictions of Lobbying.
17. The Applicant will comply, as applicable, with provisions of the Davis-Bacon Act relating to labor standards.
18. The Applicant will comply with the flood insurance purchase requirements of the Flood Disaster Protection Act of 1973 which may require purchase of flood insurance.
19. The Applicant will not enter into cost-plus-percentage-of-cost contracts for completion of disaster restoration or repair work.
20. The Applicant will not enter into contracts for which payment is contingent upon receipt of state or federal disaster funds.
21. The Applicant will not enter into any contract with any party which is debarred or suspended from participation in federal assistance programs.
22. The Applicant will return all unspent federal funds for uncompleted small projects prior to requesting additional funds for other projects.
23. The Applicant authorizes the Governor's Authorized Representative to recoup the unspent funds referenced in item 22 above, by subtracting that amount from other federal funds owed to it for other approved work when the amount owed is larger than the refund.
24. The Applicant will comply with all uniform administrative requirements which are set forth in the Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 93-288, as amended by Public Law 100-107, and implemented by 44 CFR Part 206.
25. The Applicant shall first endeavor to settle any controversy or claim arising from or relating to this Agreement, or the breach thereof, directly with the Executive Director of MEMA, or designated representative, before exhausting any other remedies or appeals to other governing authorities.

Certifying Official (Cannot be the Applicant Agent):

NAME (Print)	SIGNATURE	DATE
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Applicant Agent:

NAME (Print)	SIGNATURE	DATE
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**MEMA Only
Governor's Authorized Representative:**

<u>Gregory S. Michel, Executive Director</u> NAME	SIGNATURE	DATE
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OFFICE OF THE CITY ATTORNEY
12/16/20
CJ

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 KONNEXCTIONS 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

Agenda Item #31
Agenda Date: December 22, 2020
(SANDERS, LUMUMBA)

Office of the City Attorney

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

OFFICE OF THE CITY ATTORNEY

This RESOLUTION DESIGNATING APPLICANT AGENT FOR PUBLIC ASSISTANCE ON BEHALF OF THE CITY OF JACKSON, MISSISSIPPI is legally sufficient for placement in NOVUS Agenda.


Timothy Howard, City Attorney
Monica Allen, *Is/MDA*

12/16/20
Date

OFFICE OF THE CITY ATTORNEY
12/16/20

OFFICE OF THE CITY ATTORNEY
 12/11/20
 [Signature]

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

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Agenda Item #31
 Agenda Date: December 22, 2020
 (SANDERS, LUMUMBA)

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.

(SANDERS, LUMUMBA)

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

December 11, 2020

DATE

POINTS	COMMENTS																																													
1. Brief Description/Purpose	Authorizing payment of invoices for certain services and commodities that 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.																																													
2. Public Policy Initiative 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	Quality of Life																																													
3. Who will be affected	Department of Constituent Services, neighborhood associations, community stakeholders, public in general, and others participating in program.																																													
4. Benefits	Authoring payment of invoices for certain services and commodities that 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.																																													
5. Schedule (beginning date)	Upon council approval																																													
6. Location: ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable	Citywide																																													
<input type="checkbox"/> Action implemented by: <input type="checkbox"/> ▪ City Department 7. <input type="checkbox"/> ▪ Consultant	Mayor's Office																																													
8. COST	\$578,775.49																																													
<input type="checkbox"/> 9. Source of Funding <input type="checkbox"/> ▪ General Fund <input type="checkbox"/> ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other	Order authoring payment of invoice for certain services and commodities purchase for the purpose of advancing the public health, safety and welfare of the city of Jackson during the COVID-19 Pandemic.																																													
10. EBO participation	<table border="0"> <tr> <td>ABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td><input checked="" type="checkbox"/></td> </tr> <tr> <td>AABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td><input checked="" type="checkbox"/></td> </tr> <tr> <td>WBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td><input checked="" type="checkbox"/></td> </tr> <tr> <td>HBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td><input checked="" type="checkbox"/></td> </tr> <tr> <td>NABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td><input checked="" type="checkbox"/></td> </tr> </table>	ABE	_____ %	WAIVER	yes	___	no	___	N/A	<input checked="" type="checkbox"/>	AABE	_____ %	WAIVER	yes	___	no	___	N/A	<input checked="" type="checkbox"/>	WBE	_____ %	WAIVER	yes	___	no	___	N/A	<input checked="" type="checkbox"/>	HBE	_____ %	WAIVER	yes	___	no	___	N/A	<input checked="" type="checkbox"/>	NABE	_____ %	WAIVER	yes	___	no	___	N/A	<input checked="" type="checkbox"/>
ABE	_____ %	WAIVER	yes	___	no	___	N/A	<input checked="" type="checkbox"/>																																						
AABE	_____ %	WAIVER	yes	___	no	___	N/A	<input checked="" type="checkbox"/>																																						
WBE	_____ %	WAIVER	yes	___	no	___	N/A	<input checked="" type="checkbox"/>																																						
HBE	_____ %	WAIVER	yes	___	no	___	N/A	<input checked="" type="checkbox"/>																																						
NABE	_____ %	WAIVER	yes	___	no	___	N/A	<input checked="" type="checkbox"/>																																						

Department of Planning and Development



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

MEMORANDUM

TO: Mayor Choke A. Lumumba

Via: Jordan Hillman
Director, Planning and Development

From : Community Improvement
Planning and Development

DATE: December 1, 2020

Re: Agenda Item

The attached agenda item is a Resolution declaring certain parcel 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 Mississippi Code. Therefore, we request that you authorize cleaning.

Thank you for your consideration.

L & N ENTERPRISES LLC
 123 Bickham Ln
 Florence, MS 39073
 601-927-4628

INVOICE

CITY OF JACKSON
 219 SOUTH PRESIDENT ST
 JACKSON, MS 39201

Invoice # 0002891

Invoice Date 06/25/2020

Due Date 07/11/2020

Item	Description	Unit Price	Quantity	Amount
Expense	INFECTIOUS COVID SPRAY HOOD BUILDING 56,000sqft	8400.00	1.00	8,400.00
Service	INCLUDES INFECTIOUS COVID SPRAY OF OFFICES, PHONES, DESKS, DOORS, DOOR KNOBS, COMPUTERS, KEY BOARDS, WALLS, FLOORS, CHAIRS, LIGHT SWITCHES, CUBICLES, ELEVATOR, STAIRWELL, BREAKROOM, AND RESTROOMS.			
				Subtotal 8,400.00
				Total 8,400.00
				Amount Paid 0.00
				Balance Due \$8,400.00

L & N ENTERPRISES LLC
 123 Bickham Ln
 Florence, MS 39073
 601-927-4628

INVOICE

CITY OF JACKSON
 219 SOUTH PRESIDENT ST
 JACKSON, MS 39201

Invoice # 0003032
Invoice Date 09/02/2020
Due Date 09/18/2020

Item	Description	Unit Price	Quantity	Amount
Expense	WEEKLY COVID SPRAY DISENFECTING FOR 12 LOCATIONS	14711.30	1.00	14,711.30
Service	COVID FOG AND SPRAY ALL HIGH TOUCH AREAS INCLUDES ALL DOORS, DOOR KNOBS, DESKTOPS, PHONES, RADIO EQUIPMENT, BEDDING, SHOWERS, KITCHEN, APPLIANCES, RESTROOMS, TRUCKS, CARTS			
Subtotal				14,711.30
Total				14,711.30
Amount Paid				0.00
Balance Due				\$14,711.30

L & N ENTERPRISES LLC
 123 Bickham Ln
 Florence, MS 39073
 601-927-4628

INVOICE

CITY OF JACKSON
 219 SOUTH PRESIDENT ST
 JACKSON, MS 39201

Invoice # 0003045
Invoice Date 09/10/2020
Due Date 09/25/2020

Item	Description	Unit Price	Quantity	Amount
Expense	WEEKLY COVID SPRAY DISENFECTING FOR 12 LOCATIONS	14711.30	1.00	14,711.30
Service	COVID FOG AND SPRAY ALL HIGH TOUCH AREAS INCLUDES ALL DOORS, DOOR KNOBS, DESKTOPS, PHONES, RADIO EQUIPMENT, BEDDING, SHOWERS, KITCHEN, APPLIANCES, RESTROOMS, TRUCKS, CARTS			
Subtotal				14,711.30
Total				14,711.30
Amount Paid				0.00
Balance Due				\$14,711.30

L & N ENTERPRISES LLC
 123 Bickham Ln
 Florence, MS 39073
 601-927-4628

INVOICE

CITY OF JACKSON
 219 SOUTH PRESIDENT ST
 JACKSON, MS 39201

Invoice # 0003050
Invoice Date 09/15/2020
Due Date 09/30/2020

Item	Description	Unit Price	Quantity	Amount
	INFECTIOUS COVID SPRAY JPD HEADQUARTERS 4TH FLOOR	1575.00	1.00	1,575.00
	INFECTIOUS COVID SPRAY ALL DOOR HANDLES, DOORS, WALLS, FLOORS, PHONES, DESK, COMPUTERS, CHAIRS, CUBICLES, OFFICE BREAKROOM, HALLWAY AND ELEVATOR			
Subtotal				1,575.00
Total				1,575.00
Amount Paid				0.00
Balance Due				\$1,575.00

L & N ENTERPRISES LLC
 123 Bickham Ln
 Florence, MS 39073
 601-927-4628

INVOICE

CITY OF JACKSON
 219 SOUTH PRESIDENT ST
 JACKSON, MS 39201

Invoice # 0003058
Invoice Date 09/17/2020
Due Date 09/30/2020

Item	Description	Unit Price	Quantity	Amount
Expense	WEEKLY COVID SPRAY DISENFECTING FOR 12 LOCATIONS	14711.30	1.00	14,711.30
Service	COVID FOG AND SPRAY ALL HIGH TOUCH AREAS INCLUDES ALL DOORS, DOOR KNOBS, DESKTOPS, PHONES, RADIO EQUIPMENT, BEDDING, SHOWERS, KITCHEN, APPLIANCES, RESTROOMS, TRUCKS, CARTS			
Subtotal				14,711.30
Total				14,711.30
Amount Paid				0.00
Balance Due				\$14,711.30

L & N ENTERPRISES LLC
 123 Bickham Ln
 Florence, MS 39073
 601-927-4628

INVOICE

CITY OF JACKSON
 219 SOUTH PRESIDENT ST
 JACKSON, MS 39201

Invoice # 0003098
Invoice Date 10/08/2020
Due Date 10/08/2020

Item	Description	Unit Price	Quantity	Amount
	COVID DISENFECTING SPRAY UNION STATION & BUS STATION 16167sqft	0.06	16167.00	970.02
Subtotal				970.02
Total				970.02
Amount Paid				0.00
Balance Due				\$970.02

L & N ENTERPRISES LLC
 123 Bickham Ln
 Florence, MS 39073
 601-927-4628

INVOICE

CITY OF JACKSON
 219 SOUTH PRESIDENT ST
 JACKSON, MS 39201

Invoice # 0003074
Invoice Date 09/30/2020
Due Date 10/10/2020

Item	Description	Unit Price	Quantity	Amount
Expense	WEEKLY COVID SPRAY DISENFECTIONING FOR 12 LOCATIONS	14711.30	1.00	14,711.30
Service	COVID FOG AND SPRAY ALL HIGH TOUCH AREAS INCLUDES ALL DOORS, DOOR KNOBS, DESKTOPS, PHONES, RADIO EQUIPMENT, BEDDING, SHOWERS, KITCHEN, APPLIANCES, RESTROOMS, TRUCKS, CARTS			
Subtotal				14,711.30
Total				14,711.30
Amount Paid				0.00
Balance Due				\$14,711.30

L & N ENTERPRISES LLC
 123 Bickham Ln
 Florence, MS 39073
 601-927-4628

INVOICE

CITY OF JACKSON
 219 SOUTH PRESIDENT ST
 JACKSON, MS 39201

Invoice # 0003065
Invoice Date 09/23/2020
Due Date 10/10/2020

Item	Description	Unit Price	Quantity	Amount
Expense	WEEKLY COVID SPRAY DISENFECTING FOR 12 LOCATIONS	14711.30	1.00	14,711.30
Service	COVID FOG AND SPRAY ALL HIGH TOUCH AREAS INCLUDES ALL DOORS, DOOR KNOBS, DESKTOPS, PHONES, RADIO EQUIPMENT, BEDDING, SHOWERS, KITCHEN, APPLIANCES, RESTROOMS, TRUCKS, CARTS			
Subtotal				14,711.30
Total				14,711.30
Amount Paid				0.00
Balance Due				\$14,711.30

L & N ENTERPRISES LLC
 123 Bickham Ln
 Florence, MS 39073
 601-927-4628

INVOICE

CITY OF JACKSON
 219 SOUTH PRESIDENT ST
 JACKSON, MS 39201

Invoice # 0003082
Invoice Date 10/02/2020
Due Date 10/17/2020

Item	Description	Unit Price	Quantity	Amount
Service	WEEKLY COVID DISENFECTIONING SPRAY UNION STATION & BUS STATION 16167sqft	970.02	1.00	970.02
Subtotal				970.02
Total				970.02
Amount Paid				0.00
Balance Due				\$970.02

L & N ENTERPRISES LLC
 123 Bickham Ln
 Florence, MS 39073
 601-927-4628

INVOICE

CITY OF JACKSON
 219 SOUTH PRESIDENT ST
 JACKSON, MS 39201

Invoice # 0003099
Invoice Date 10/08/2020
Due Date 10/24/2020

Item	Description	Unit Price	Quantity	Amount
Expense	WEEKLY COVID SPRAY DISENFECTING FOR 12 LOCATIONS	14711.30	1.00	14,711.30
Service	COVID FOG AND SPRAY ALL HIGH TOUCH AREAS INCLUDES ALL DOORS, DOOR KNOBS, DESKTOPS, PHONES, RADIO EQUIPMENT, BEDDING, SHOWERS, KITCHEN, APPLIANCES, RESTROOMS, TRUCKS, CARTS			
Subtotal				14,711.30
Total				14,711.30
Amount Paid				0.00
Balance Due				\$14,711.30

INVOICE

L & N ENTERPRISES LLC
 123 Bickham Ln
 Florence, MS 39073
 601-927-4628

CITY OF JACKSON
 219 SOUTH PRESIDENT ST
 JACKSON, MS 39201

Invoice # 0003101
Invoice Date 10/09/2020
Due Date 10/24/2020

Item	Description	Unit Price	Quantity	Amount
	INFECTIOUS COVID DISENFECTING OF ANIMAL CONTROL	1050.00	1.00	1,050.00
			Subtotal	1,050.00
			Total	1,050.00
			Amount Paid	0.00
			Balance Due	\$1,050.00

L & N ENTERPRISES LLC
 123 Bickham Ln
 Florence, MS 39073
 601-927-4628

INVOICE

CITY OF JACKSON
 219 SOUTH PRESIDENT ST
 JACKSON,MS 39201

Invoice # 0003105
Invoice Date 10/13/2020
Due Date 10/31/2020

Item	Description	Unit Price	Quantity	Amount
	INFECTIOUS COVID SPRAY DISINFECTING JPD HEADQUARTERS	1400.00	1.00	1,400.00
Service	INCLUDED INFECTIOUS DISINFECTING OF 2nd FLOOR OFFICES,BREAKROOM,FILE ROOM RESTROOMS,DESKS,CUBICLES,PHONES DOORS,STAIRWELL,ELEVATORS			
Subtotal				1,400.00
Total				1,400.00
Amount Paid				0.00
Balance Due				\$1,400.00

L & N ENTERPRISES LLC
 123 Bickham Ln
 Florence, MS 39073
 601-927-4628

INVOICE

CITY OF JACKSON
 219 SOUTH PRESIDENT ST
 JACKSON, MS 39201

Invoice # 0003106
Invoice Date 10/13/2020
Due Date 10/31/2020

Item	Description	Unit Price	Quantity	Amount
	INFECTIOUS COVID DISINFECTING SPRAY OF PRECINCT 1	3850.00	1.00	3,850.00
	INFECTIOUS COVID DISINFECTING OF ALL DOORS,DESK,FLOORS,WALLS,PHONES COMPUTERS,RADIO EQUIPMENT,CHAIRS BREAKROOM,RESTROOMS			
Subtotal				3,850.00
Total				3,850.00
Amount Paid				0.00
Balance Due				\$3,850.00

L & N ENTERPRISES LLC
 123 Bickham Ln
 Florence, MS 39073
 601-927-4628

INVOICE

CITY OF JACKSON
 219 SOUTH PRESIDENT ST
 JACKSON, MS 39201

Invoice # 0003108
Invoice Date 10/14/2020
Due Date 10/31/2020

Item	Description	Unit Price	Quantity	Amount
	WEEKLY COVID DISENFECTING SPRAY UNION STATION & BUS STATION 16167sqft	0.06	16167.00	970.02
Subtotal				970.02
Total				970.02
Amount Paid				0.00
Balance Due				\$970.02

L & N ENTERPRISES LLC
 123 Bickham Ln
 Florence, MS 39073
 601-927-4628

INVOICE

CITY OF JACKSON
 219 SOUTH PRESIDENT ST
 JACKSON,MS 39201

Invoice # 0003109
Invoice Date 10/14/2020
Due Date 10/31/2020

Item	Description	Unit Price	Quantity	Amount
Expense	WEEKLY COVID SPRAY DISENFECTING FOR 12 LOCATIONS	14711.30	1.00	14,711.30
Service	COVID FOG AND SPRAY ALL HIGH TOUCH AREAS INCLUDES ALL DOORS, DOOR KNOBS, DESKTOPS, PHONES, RADIO EQUIPMENT, BEDDING, SHOWERS, KITCHEN, APPLIANCES, RESTROOMS, TRUCKS, CARTS			
Subtotal				14,711.30
Total				14,711.30
Amount Paid				0.00
Balance Due				\$14,711.30

L & N ENTERPRISES LLC
 123 Bickham Ln
 Florence, MS 39073
 601-927-4628

INVOICE

CITY OF JACKSON
 219 SOUTH PRESIDENT ST
 JACKSON, MS 39201

Invoice # 0003111
Invoice Date 10/16/2020
Due Date 10/31/2020

Item	Description	Unit Price	Quantity	Amount
	Infectious COVID Disinfecting Spray JPD Precinct 1 And Vehicle 1857	4000.00	1.00	4,000.00
Subtotal				4,000.00
Total				4,000.00
Amount Paid				0.00
Balance Due				\$4,000.00

L & N ENTERPRISES LLC
 123 Bickham Ln
 Florence, MS 39073
 601-927-4628

INVOICE

CITY OF JACKSON
 219 SOUTH PRESIDENT ST
 JACKSON,MS 39201

Invoice # 0003114
Invoice Date 10/19/2020
Due Date 10/31/2020

Item	Description	Unit Price	Quantity	Amount
	INFECTIOUS COVID SPRAY DISINFECTING OF RICHARD PORTER BUILDING 18,000sqft	6300.00	1.00	6,300.00
Subtotal				6,300.00
Total				6,300.00
Amount Paid				0.00
Balance Due				\$6,300.00

L & N ENTERPRISES LLC
 123 Bickham Ln
 Florence, MS 39073
 601-927-4628

INVOICE

CITY OF JACKSON
 219 SOUTH PRESIDENT ST
 JACKSON, MS 39201

Invoice # 0003115
Invoice Date 10/19/2020
Due Date 10/31/2020

Item	Description	Unit Price	Quantity	Amount
	INFECTIOUS COVID SPRAY DISINFECTING OF PRECINCT 2	3500.00	1.00	3,500.00
Subtotal				3,500.00
Total				3,500.00
Amount Paid				0.00
Balance Due				\$3,500.00

L & N ENTERPRISES LLC
 123 Bickham Ln
 Florence, MS 39073
 601-927-4628

INVOICE

CITY OF JACKSON
 219 SOUTH PRESIDENT ST
 JACKSON, MS 39201

Invoice # 0003116
Invoice Date 10/20/2020
Due Date 10/31/2020

Item	Description	Unit Price	Quantity	Amount
Service	INFECTIOUS COVID SPRAY DISINFECTING OF JPD HEADQUARTERS 3RD FLOOR,ELEVATOR STAIRWELL,RESTROOMS AND OFFICES	3500.00	1.00	3,500.00
				Subtotal 3,500.00
				Total 3,500.00
				Amount Paid 0.00
				Balance Due \$3,500.00

L & N ENTERPRISES LLC
 123 Bickham Ln
 Florence, MS 39073
 601-927-4628

INVOICE

CITY OF JACKSON
 219 SOUTH PRESIDENT ST
 JACKSON, MS 39201

Invoice # 0003117
Invoice Date 10/20/2020
Due Date 10/31/2020

Item	Description	Unit Price	Quantity	Amount
Service	INFECTIOUS COVID SPRAY DISINFECTING OF 911 CENTER, ELEVATOR, STAIRWELL, OFFICES RESTROOM, BREAK AREA	2975.00	1.00	2,975.00
				Subtotal 2,975.00
				Total 2,975.00
				Amount Paid 0.00
				Balance Due \$2,975.00

INVOICE

L & N ENTERPRISES LLC
 123 Bickham Ln
 Florence, MS 39073
 601-927-4628

CITY OF JACKSON
 219 SOUTH PRESIDENT ST
 JACKSON,MS 39201

Invoice # 0003125
Invoice Date 10/21/2020
Due Date 10/31/2020

Item	Description	Unit Price	Quantity	Amount
Expense	WEEKLY COVID SPRAY DISENFECTING FOR 12 LOCATIONS	14711.30	1.00	14,711.30
Service	COVID FOG AND SPRAY ALL HIGH TOUCH AREAS INCLUDES ALL DOORS,DOOR KNOBS, DESKTOPS,PHONES,RADIO EQUIPMENT,BEDDING,SHOWERS,KITCHEN, APPLIANCES,RESTROOMS,TRUCKS,CARTS			
		Subtotal		14,711.30
		Total		14,711.30
		Amount Paid		0.00
		Balance Due		\$14,711.30

L & N ENTERPRISES LLC
 123 Bickham Ln
 Florence, MS 39073
 601-927-4628

INVOICE

CITY OF JACKSON
 219 SOUTH PRESIDENT ST
 JACKSON, MS 39201

Invoice # 0003126
Invoice Date 10/21/2020
Due Date 10/31/2020

Item	Description	Unit Price	Quantity	Amount
	COVID DISENFECTING SPRAY UNION STATION & BUS STATION 16167sqft	0.06	16167.00	970.02
Subtotal				970.02
Total				970.02
Amount Paid				0.00
Balance Due				\$970.02

L & N ENTERPRISES LLC
 123 Bickham Ln
 Florence, MS 39073
 601-927-4628

INVOICE

CITY OF JACKSON
 219 SOUTH PRESIDENT ST
 JACKSON, MS 39201

Invoice # 0003123

Invoice Date 10/22/2020

Due Date 10/31/2020

Item	Description	Unit Price	Quantity	Amount
	COVID SPRAY DISINFECTING FOR JACKSON ZOO 24,000sqft	1440.00	1.00	1,440.00
Subtotal				1,440.00
Total				1,440.00
Amount Paid				0.00
Balance Due				\$1,440.00

L & N ENTERPRISES LLC
123 Bickham Ln
Florence, MS 39073
601-927-4628

INVOICE

CITY OF JACKSON
219 SOUTH PRESIDENT ST
JACKSON, MS 39201

Invoice # 0003128
Invoice Date 10/23/2020
Due Date 10/31/2020

Item	Description	Unit Price	Quantity	Amount
	INFECTIOUS COVID SPRAY DISINFECTING OF CITY HALL	500.00	1.00	500.00
Subtotal				500.00
Total				500.00
Amount Paid				0.00
Balance Due				\$500.00

L & N ENTERPRISES LLC
 123 Bickham Ln
 Florence, MS 39073
 601-927-4628

INVOICE

CITY OF JACKSON
 219 SOUTH PRESIDENT ST
 JACKSON, MS 39201

Invoice # 0003150
Invoice Date 11/04/2020
Due Date 11/08/2020

Item	Description	Unit Price	Quantity	Amount
	INFECTIOUS COVID SPRAY DISINFECTING OF JPD HEADQUARTERS 3rd FLOOR AND RESTROOMS, STAIRWELLS, BREAK AREA	3500.00	1.00	3,500.00
Subtotal				3,500.00
Total				3,500.00
Amount Paid				0.00
Balance Due				\$3,500.00

L & N ENTERPRISES LLC
 123 Bickham Ln
 Florence, MS 39073
 601-927-4628

INVOICE

CITY OF JACKSON
 219 SOUTH PRESIDENT ST
 JACKSON, MS 39201

Invoice # 0003134
Invoice Date 10/28/2020
Due Date 11/14/2020

Item	Description	Unit Price	Quantity	Amount
	COVID DISENFECTING SPRAY UNION STATION & BUS STATION 16167sqft	0.06	16167.00	970.02
Subtotal				970.02
Total				970.02
Amount Paid				0.00
Balance Due				\$970.02

L & N ENTERPRISES LLC
 123 Bickham Ln
 Florence, MS 39073
 601-927-4628

INVOICE

CITY OF JACKSON
 219 SOUTH PRESIDENT ST
 JACKSON, MS 39201

Invoice # 0003135
Invoice Date 10/28/2020
Due Date 11/14/2020

Item	Description	Unit Price	Quantity	Amount
Expense	-WEEKLY COVID SPRAY DISENFECTING FOR 12 LOCATIONS	14711.30	1.00	14,711.30
Service	COVID FOG AND SPRAY ALL HIGH TOUCH AREAS INCLUDES ALL DOORS, DOOR KNOBS, DESKTOPS, PHONES, RADIO EQUIPMENT, BEDDING, SHOWERS, KITCHEN, APPLIANCES, RESTROOMS, TRUCKS, CARTS			
Subtotal				14,711.30
Total				14,711.30
Amount Paid				0.00
Balance Due				\$14,711.30

L & N ENTERPRISES LLC
 123 Bickham Ln
 Florence, MS 39073
 601-927-4628

INVOICE

CITY OF JACKSON
 219 SOUTH PRESIDENT ST
 JACKSON, MS 39201

Invoice # 0003133
Invoice Date 10/29/2020
Due Date 11/14/2020

Item	Description	Unit Price	Quantity	Amount
	COVID SPRAY DISINFECTING FOR JACKSON ZOO 24,000sqft	1440.00	1.00	1,440.00
Subtotal				1,440.00
Total				1,440.00
Amount Paid				0.00
Balance Due				\$1,440.00

L & N ENTERPRISES LLC
 123 Bickham Ln
 Florence, MS 39073
 601-927-4628

INVOICE

CITY OF JACKSON
 219 SOUTH PRESIDENT ST
 JACKSON, MS 39201

Invoice # 0003136
Invoice Date 10/30/2020
Due Date 11/14/2020

Item	Description	Unit Price	Quantity	Amount
	INFECTIOUS COVID SPRAY DISINFECTING OF 6TH FLOOR FINANCIAL,CUBICLES,RESTROOMS,PHONES COMPUTERS,DESKS,WALLS,DOORS,FLOORS ELEVATORS,STAIRWELL	2100.00	1.00	2,100.00
Subtotal				2,100.00
Total				2,100.00
Amount Paid				0.00
Balance Due				\$2,100.00

L & N ENTERPRISES LLC
 123 Bickham Ln
 Florence, MS 39073
 601-927-4628

INVOICE

CITY OF JACKSON
 219 SOUTH PRESIDENT ST
 JACKSON, MS 39201

Invoice # 0003147
Invoice Date 11/04/2020
Due Date 11/21/2020

Item	Description	Unit Price	Quantity	Amount
Expense	WEEKLY COVID SPRAY DISENFECTING FOR 12 LOCATIONS	14711.30	1.00	14,711.30
Service	COVID FOG AND SPRAY ALL HIGH TOUCH AREAS INCLUDES ALL DOORS, DOOR KNOBS, DESKTOPS, PHONES, RADIO EQUIPMENT, BEDDING, SHOWERS, KITCHEN, APPLIANCES, RESTROOMS, TRUCKS, CARTS			
Subtotal				14,711.30
Total				14,711.30
Amount Paid				0.00
Balance Due				\$14,711.30

L & N ENTERPRISES LLC
 123 Bickham Ln
 Florence, MS 39073
 601-927-4628

INVOICE

CITY OF JACKSON
 219 SOUTH PRESIDENT ST
 JACKSON, MS 39201

Invoice # 0003148
Invoice Date 11/05/2020
Due Date 11/21/2020

Item	Description	Unit Price	Quantity	Amount
	COVID DISENFECTIONING SPRAY UNION STATION & BUS STATION 16167sqft	0.06	16167.00	970.02
Subtotal				970.02
Total				970.02
Amount Paid				0.00
Balance Due				\$970.02

L & N ENTERPRISES LLC
 123 Bickham Ln
 Florence, MS 39073
 601-927-4628

INVOICE

CITY OF JACKSON
 219 SOUTH PRESIDENT ST
 JACKSON, MS 39201

Invoice # 0003149
Invoice Date 11/06/2020
Due Date 11/21/2020

Item	Description	Unit Price	Quantity	Amount
	COVID SPRAY DISINFECTING FOR JACKSON ZOO 24,000sqft	1440.00	1.00	1,440.00
Subtotal				1,440.00
Total				1,440.00
Amount Paid				0.00
Balance Due				\$1,440.00

L & N ENTERPRISES LLC
 123 Bickham Ln
 Florence, MS 39073
 601-927-4628

INVOICE

CITY OF JACKSON
 219 SOUTH PRESIDENT ST
 JACKSON, MS 39201

Invoice # 0003153
Invoice Date 11/10/2020
Due Date 11/28/2020

Item	Description	Unit Price	Quantity	Amount
	INFECTIOUS COVID-SPRAY PRECINCT 4	2200.00	1.00	2,200.00
	SERVICE INCLUDE INFECTIOUS SPRAYING ALL DOORS, DOOR KNOBS, WALLS, DESK, PHONES COMPUTERS, CHAIRS, RESTROOMS BREAK AREA			
Subtotal				2,200.00
Total				2,200.00
Amount Paid				0.00
Balance Due				\$2,200.00

L & N ENTERPRISES LLC
 123 Bickham Ln
 Florence, MS 39073
 601-927-4628

INVOICE

CITY OF JACKSON
 219 SOUTH PRESIDENT ST
 JACKSON, MS 39201

Invoice # 0003154

Invoice Date 11/10/2020

Due Date 11/28/2020

Item	Description	Unit Price	Quantity	Amount
	INFECTIOUS COVID SPRAY DISINFECTING OFFICE OF PUBLICATION 11,000sqft	3850.00	1.00	3,850.00
Subtotal				3,850.00
Total				3,850.00
Amount Paid				0.00
Balance Due				\$3,850.00

L & N ENTERPRISES LLC
 123 Bickham Ln
 Florence, MS 39073
 601-927-4628

INVOICE

CITY OF JACKSON
 219 SOUTH PRESIDENT ST
 JACKSON, MS 39201

Invoice # 0003160

Invoice Date 11/11/2020

Due Date 11/28/2020

Item	Description	Unit Price	Quantity	Amount
	INFECTIOUS COVID SPRAY DISINFECTING OF ISS	2000.00	1.00	2,000.00
Subtotal				2,000.00
Total				2,000.00
Amount Paid				0.00
Balance Due				\$2,000.00

INVOICE

L & N ENTERPRISES LLC
123 Bickham Ln
Florence, MS 39073
601-927-4628

CITY OF JACKSON
219 SOUTH PRESIDENT ST
JACKSON, MS 39201

Invoice # 0003161
Invoice Date 11/11/2020
Due Date 11/28/2020

Item	Description	Unit Price	Quantity	Amount
	INFECTIOUS COVID SPRAY DISINFECTING OF CRIME LAB & MOBILE CRIME LAB	3850.00	1.00	3,850.00
Subtotal				3,850.00
Total				3,850.00
Amount Paid				0.00
Balance Due				\$3,850.00

L & N ENTERPRISES LLC
 123 Bickham Ln
 Florence, MS 39073
 601-927-4628

INVOICE

CITY OF JACKSON
 219 SOUTH PRESIDENT ST
 JACKSON, MS 39201

Invoice # 0003162
Invoice Date 11/11/2020
Due Date 11/28/2020

Item	Description	Unit Price	Quantity	Amount
	COVID DISENFECTING SPRAY UNION STATION & BUS STATION 16167sqft	0.06	15167.00	970.02
			Subtotal	970.02
			Total	970.02
			Amount Paid	0.00
			Balance Due	\$970.02

OFFICE OF THE CITY CLERK
12/22/20
12/23/20
12/24/20
12/25/20
12/26/20
12/27/20
12/28/20
12/29/20
12/30/20
12/31/20

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.

Agenda Item: _____
Date: December 22, 2020
By: A. Harris, Lumumba

Agenda Item #32
Agenda Date: December 22, 2020
(A. HARRIS, LUMUMBA)

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

December 14, 2020
DATE

POINTS		COMMENTS	
1.	Brief Description/Purpose	This item provides for the annual contract for publication of legal notices for the City of Jackson.	
2.	Public Policy Initiative 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	This item allows the City of Jackson to advertise various legal notices in said newspaper on an item-by-item basis as best suits the needs and conveniences of the City.	
3.	Who will be affected	Citywide	
4.	Benefits	The City's legal notices will be published in a newspaper which meets the criteria set forth in MS Annotated Code Section 13-3-31	
5.	Schedule (beginning date)	Upon Approval	
6.	Location: ■ WARD ■ CITYWIDE (yes or no) (area) ■ Project limits if applicable	City Wide	
<input type="checkbox"/> <input type="checkbox"/> 7.	Action implemented by: ■ City Department ■ Consultant	Department of Municipal Clerk	
8.	COST	1 st Publication- \$0.02000 2 nd Publication- \$1.04000 3 rd Publication- \$0.00000 Proof of Publication- \$0.0000	
<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> 9.	Source of Funding ■ General Fund ■ Grant ■ Bond ■ Other	General Fund- 001428006444	
10.	EBO participation	ABE _____ % WAIVER yes _____ no _____ N/A <u> X </u> AABE _____ % WAIVER yes _____ no _____ N/A <u> X </u> WBE _____ % WAIVER yes _____ no _____ N/A <u> X </u> HBE _____ % WAIVER yes _____ no _____ N/A <u> X </u> NABE _____ % WAIVER yes _____ no _____ N/A <u> X </u>	



**City of Jackson, Mississippi
BID FOR LEGAL PUBLICATIONS**

We bid the following rates for publication of the City's ordinances, resolutions, notices and other publications required by law to be published during the period of January 1, 2021 through December 31, 2021.

Note: Please quote a per word rate to the nearest one millionth of a dollar. (e.g. \$0.999999)

First Publication (per word) _____ \$.02
Second Publication (per word) _____ \$.04
Third Publication (per word) _____ \$ 0
Proof of Publication (per word) _____ \$ 0

Name of Bidder:

The Mississippi Ink

Signature of Authorized Officer:

Jackie Hampton

Address of principal business office:

2659 Livingston Rd.
Jackson MS 39213

Telephone:

601-368-9481

Date:

12-07-20

601-544-1877, cell

Office of the City Attorney

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

OFFICE OF THE CITY ATTORNEY

This **ORDER TO AWARD THE CONTRACT FOR THE PUBLICATION OF LEGAL NOTICE OF THE CITY OF JACKSON FOR THE CALENDAR YEAR 2021** is legally sufficient for placement in NOVUS Agenda.



Timothy Howard, *City Attorney*
Monica D Allen, *Special Assistant* 



Date

OFFICE OF THE CITY CLERK
CITY OF JACKSON, MISSISSIPPI

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

Agenda Item #33
Agenda Date: December 22, 2020
(OWENS, LUMUMBA)

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.

OFFICE OF THE
CLERK OF THE
SUPERIOR COURT
JANUARY 1, 2014

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.

Item No. _____

Agenda Date: _____

By: Lumumba, Chokwe Antar

OFFICE OF THE ATTORNEY
GENERAL

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

November 10, 2020
DATE

P O I N T S		C O M M E N T S																																													
1.	Brief Description	Canon imageRunner Advance DX 4751i																																													
2.	Public Policy Initiative 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	3,5,7																																													
3.	Who will be affected	Citizens of Jackson and the metro area																																													
4.	Benefits	To enhance efficiency and work productivity																																													
5.	Schedule (beginning date)	Delivery upon Council approval																																													
6.	Location: ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable	Materials copied will be used throughout the City of Jackson and metro area.																																													
7.	Action implemented by: ▪ City Department <input checked="" type="checkbox"/> ▪ Consultant <input type="checkbox"/>	The Jackson Fire Department, Fire Marshal Division																																													
8.	COST	48 month rental @ \$152.00 monthly (B/W @ \$0.0077 per page)																																													
9.	Source of Funding ▪ General Fund <input type="checkbox"/> ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input type="checkbox"/>	001441306514																																													
10.	EBO participation	<table border="0"> <tr> <td>ABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>___</td> </tr> <tr> <td>AABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>___</td> </tr> <tr> <td>WBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>___</td> </tr> <tr> <td>HBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>___</td> </tr> <tr> <td>NABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>___</td> </tr> </table>	ABE	_____ %	WAIVER	yes	___	no	___	N/A	___	AABE	_____ %	WAIVER	yes	___	no	___	N/A	___	WBE	_____ %	WAIVER	yes	___	no	___	N/A	___	HBE	_____ %	WAIVER	yes	___	no	___	N/A	___	NABE	_____ %	WAIVER	yes	___	no	___	N/A	___
ABE	_____ %	WAIVER	yes	___	no	___	N/A	___																																							
AABE	_____ %	WAIVER	yes	___	no	___	N/A	___																																							
WBE	_____ %	WAIVER	yes	___	no	___	N/A	___																																							
HBE	_____ %	WAIVER	yes	___	no	___	N/A	___																																							
NABE	_____ %	WAIVER	yes	___	no	___	N/A	___																																							

MEMORANDUM

TO: Chokwe A Lumumba, Mayor
FROM: Willie Owens, Fire Chief
DATE: November 10, 2020
RE: Request for Copier Rental

The Fire Marshal Division of the Jackson Fire Department copier contract has expired on their current copier; therefore, we are requesting an upgrade of the current machine. This upgrade will be both cost efficient and work productive in this division. We have decided to use RJ Young who has provided us with most the affordable price. The lease option is 48-months @ \$152.00 per month which includes the upgrade to RJ Young, Canon image Runner DX 4751i Copier/Printer. Maintenance support covers all labor, parts, toner, developer & drums, @ \$0.0077 per b/w page.

Your approval is requested and if you have questions, please let us know.

Attachments

WO/ae

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

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

1. CUSTOMER ACCOUNT ESTABLISHMENT:

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

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

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

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

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

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

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

5. DELIVERY, INSTALLATION, ACCEPTANCE, AND RELOCATION:

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

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

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

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

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

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

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

8. PAYMENTS:

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

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

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

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

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

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

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

10. MAINTENANCE SERVICES, EXCLUSIONS, AND REMEDIES:

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

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

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

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

which the Customer shall not unreasonably withhold.

12. ALTERATIONS, ATTACHMENTS, AND SUPPLIES:

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

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

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

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

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

For the Vendor:

Bob Carmean
Major Account Representative
2030 NW Progress Parkway
Jackson, MS 39213

For the Customer:

Audrey Evans
Fire Marshall Office
555 South West Street
Jackson, MS 39201

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Witness my signature this the 9th day of November, 2020.

Vendor: RJ Young Company

By: _____

Authorized Signature

Printed Name: Bob Carmean

Title: Major Account Representative

Witness my signature this the ___ day of _____, 20__.

Customer: City of Jackson Fire Department

By: _____

Authorized Signature

Printed Name: _____

EXHIBIT A
RENTAL AGREEMENT
FOR USE BY
MISSISSIPPI Agencies AND VENDORS
(Applicable to Equipment Rental Transactions)

The following, when signed by the Customer and the Vendor shall be considered to be a part of the Rental Agreement between the parties.

State Contract Number: 8200050618

Vendor Company Name: RJ Young Company

Customer Agency Name: City of Jackson Fire Department

Bill to Address: **Fire Marshall Office
555 South West Street
Jackson, MS 39201**

Ship to Address: **Fire Marshall Office
555 South West Street
Jackson, MS 39201**

<u>Description of Equipment, Software, or Services</u>	<u>Price</u>
Canon imageRUNNER Advance DX 4751i Cabinet Type Q Super G3 Fax Board BF1 Inner Finisher J1	\$152.00/month

Maintenance Agreement:
**All pages billed at \$0.0077.
Includes Parts, Labor, Drums, Developer, and Toner.**

Delivery Schedule and Installation Date:

Rental Term: **48 Months**

Start Date:

End Date:

Modifications:

Vendor Signature

Customer Signature

Office of the City Attorney

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

OFFICE OF THE CITY ATTORNEY
Carrie Johnson

OFFICE OF THE CITY ATTORNEY

This ORDER AUTHORIZING THE MAYOR TO EXECUTE A FORTY EIGHT MONTH RENTAL AGREEMENT WITH RJ YOUNG FOR A CANON IMAGE RUNNER ADVANCE DX475li COPIER/PRINTER TO BE USED BY THE JACKSON FIRE DEPARTMENT FIRE MARSHALL DIVISION is legally sufficient for placement in NOVUS Agenda.

Carrie Johnson, Sr. Deputy City Attorney *Carrie Johnson* DATE 12/2/00

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

Agenda Item No. 34
December 22, 2020
(Owens, Lumumba)

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 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.

OFFICE OF THE CLERK OF SUPERIOR COURT
Lumumba
Mukasa

Item No. _____

Agenda Date: _____

By: Lumumba, Chokwe Antar

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

November 10, 2020
DATE

POINTS		COMMENTS	
1.	Brief Description	Canon imageRunner 164iF	
2.	Public Policy Initiative 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	3,5,7	
3.	Who will be affected	Citizens of Jackson and the metro area	
4.	Benefits	To enhance efficiency and work productivity	
5.	Schedule (beginning date)	Delivery upon Council approval	
6.	Location: ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable	Materials copied will be used throughout the City of Jackson and metro area.	
7.	Action implemented by: ▪ City Department <input checked="" type="checkbox"/> ▪ Consultant <input type="checkbox"/>	The Jackson Fire Department Fire Garage	
8.	COST	48 month rental @ \$22.00 monthly (B/W @ \$0.0185 per page)	
9.	Source of Funding ▪ General Fund <input type="checkbox"/> ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input type="checkbox"/>	001441606514	
10.	EBO participation	ABE _____ % WAIVER yes _____ no _____ N/A _____ AABE _____ % WAIVER yes _____ no _____ N/A _____ WBE _____ % WAIVER yes _____ no _____ N/A _____ HBE _____ % WAIVER yes _____ no _____ N/A _____ NABE _____ % WAIVER yes _____ no _____ N/A _____	

MEMORANDUM

TO: Chokwe A Lumumba, Mayor
FROM: Willie Owens, Fire Chief
DATE: November 10, 2020
RE: Request for Copier Rental (Fire Garage)

The Jackson Fire Department Fire Garage is current in need of a copier; therefore, we are requesting a copier rental. This rental will be both cost efficient and work productive in this division. We have decided to use RJ Young who has provided us with most the affordable price. The lease option is 48-months @ \$22.00 per month which includes Canon image Runner 1643iF Copier/Printer. Maintenance support covers all labor, parts, toner, developer & drums @ \$0.0185 per b/w page.

Your approval is requested and if you have questions, please let us know.

Attachments

WO/ae

Office of the City Attorney

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

Carrie Johnson
OFFICE OF THE CITY ATTORNEY

OFFICE OF THE CITY ATTORNEY

This **ORDER AUTHORIZING THE MAYOR TO EXECUTE A FORTY EIGHT MONTH RENTAL AGREEMENT WITH RJ YOUNG FOR A CANON IMAGE RUNNER 1643if COPIER/PRINTER TO BE USED BY THE JACKSON FIRE DEPARTMENT FIRE GARAGE** is legally sufficient for placement in NOVUS Agenda.

Carrie Johnson, *Sr. Deputy City Attorney* *[Signature]* DATE 12/2/20

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

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

1. CUSTOMER ACCOUNT ESTABLISHMENT:

- A. A separate Vendor Customer Number will be required for each specific customer/installation location.
- B. The Customer is identified as the entity on the first line of the "bill-to" address. All invoices and notices of changes will be sent to the "bill-to" address in accordance with Paragraph 8 herein.
- C. Ship-to and/or Installed-at address is the location to which the initial shipment of equipment/supplies will be made and the address to which service representatives will respond. Subsequent shipments of supplies for installed equipment will also be delivered to the "installed-at" address unless otherwise requested.
- D. Unless creditworthiness for this Customer Number has been previously established by Vendor, Vendor's Credit Department may conduct a credit investigation for this Agreement. Notwithstanding delivery of equipment, Vendor may revoke this Agreement by written notice to the Customer if credit approval is denied within thirty (30) days after the date this Agreement is accepted for Vendor by an authorized representative.

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

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

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

5. DELIVERY, INSTALLATION, ACCEPTANCE, AND RELOCATION:

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

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

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

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

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

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

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

8. PAYMENTS:

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

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

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

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

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

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

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

10. MAINTENANCE SERVICES, EXCLUSIONS, AND REMEDIES:

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

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

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

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

which the Customer shall not unreasonably withhold.

12. ALTERATIONS, ATTACHMENTS, AND SUPPLIES:

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

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

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

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

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

For the Vendor:

Bob Carmean
Major Account Representative
2030 NW Progress Parkway
Jackson, MS 39213

For the Customer:

Fire Garage
303 Oakdale Street
Jackson, MS 39201

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Witness my signature this the 9th day of November, 2020.

Vendor: RJ Young Company

By: _____
Authorized Signature

Printed Name: Bob Carmean

Title: Major Account Representative

Witness my signature this the ___ day of _____, 20__.

Customer: City of Jackson Fire Department

By: _____
Authorized Signature

Printed Name: _____

EXHIBIT A
RENTAL AGREEMENT
FOR USE BY
MISSISSIPPI Agencies AND VENDORS
(Applicable to Equipment Rental Transactions)

The following, when signed by the Customer and the Vendor shall be considered to be a part of the Rental Agreement between the parties.

State Contract Number: 8200050618

Vendor Company Name: RJ Young Company

Customer Agency Name: City of Jackson Fire Department

Bill to Address: **Jackson Fire Garage
303 Oakdale Street
Jackson, MS 39201**

Ship to Address: **Jackson Fire Garage
303 Oakdale Street
Jackson, MS 39201**

<u>Description of Equipment, Software, or Services</u>	<u>Price</u>
Canon imageRUNNER 1643iF	\$22.00/month

Maintenance Agreement:
**All pages billed at \$0.0185.
Includes Parts, Labor, Drums, Developer, and Toner.**

Delivery Schedule and Installation Date:

Rental Term: **48 Months**

Start Date:

End Date:

Modifications:

Vendor Signature

Customer Signature

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. (WARDS 3 & 4) (HARRIS, LUMUMBA)

OFFICE OF THE CITY CLERK
 MOK
 12/14/20
 10:45 AM

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	

Agenda Item #35
 Agenda Date: December 22, 2020
 (HARRIS, LUMUMBA)

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	\$17.50	

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

12-10-20
DATE

P O I N T S		C O M M E N T S																																																							
1.	Brief Description	This is an agenda item to recommend a pricing proposal for the Grove Park Municipal Golf Course and pricing adjustments for the Pete Brown Golf Facility.																																																							
2.	Public Policy Initiative Youth & Education Crime Prevention Changes in City Government Neighborhood Enhancement Economic Development Infrastructure and Transportation 7. Quality of Life	Youth & Education, Crime Prevention, Quality of Life																																																							
3.	Who will be affected	Everyone utilizing the Pete Brown Golf Facility and the Grove Park Municipal Golf Course.																																																							
4.	Benefits	To provide comparable fees and attract more public participation.																																																							
5.	Schedule (beginning date)	Upon Council Approval.																																																							
6.	Location: WARD CITYWIDE (yes or no) (area) Project limits if applicable	Wards 3 & 4																																																							
7.	Action implemented by: City Department <input type="checkbox"/> Consultant <input type="checkbox"/>	Department of Parks & Recreation																																																							
8.	COST	None																																																							
9.	Source of Funding General Fund <input type="checkbox"/> Grant <input type="checkbox"/> Bond <input type="checkbox"/> Other <input type="checkbox"/>	Department of Parks & Recreation																																																							
10.	EBO participation	<table border="0"> <tr> <td>ABE</td><td>_____</td><td>%</td><td>WAIVER</td><td>___</td><td>Yes</td><td>___</td><td>No</td><td>___</td><td>N/A</td><td>√</td> </tr> <tr> <td>AABE</td><td>_____</td><td>%</td><td>WAIVER</td><td>___</td><td>Yes</td><td>___</td><td>No</td><td>___</td><td>N/A</td><td>√</td> </tr> <tr> <td>WBE</td><td>_____</td><td>%</td><td>WAIVER</td><td>___</td><td>Yes</td><td>___</td><td>No</td><td>___</td><td>N/A</td><td>√</td> </tr> <tr> <td>HBE</td><td>_____</td><td>%</td><td>WAIVER</td><td>___</td><td>Yes</td><td>___</td><td>No</td><td>___</td><td>N/A</td><td>√</td> </tr> <tr> <td>NABE</td><td>_____</td><td>%</td><td>WAIVER</td><td>___</td><td>Yes</td><td>___</td><td>No</td><td>___</td><td>N/A</td><td>√</td> </tr> </table>	ABE	_____	%	WAIVER	___	Yes	___	No	___	N/A	√	AABE	_____	%	WAIVER	___	Yes	___	No	___	N/A	√	WBE	_____	%	WAIVER	___	Yes	___	No	___	N/A	√	HBE	_____	%	WAIVER	___	Yes	___	No	___	N/A	√	NABE	_____	%	WAIVER	___	Yes	___	No	___	N/A	√
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Parks & Recreation Department
1000 Metro Center, Suite 104
Jackson, MS 39209-7503
601-960-0716 (Office)
601-960-1576 (Fax)
Website: www.jacksonms.gov



"One City, One Aim, One Destiny"

Memo

TO: The Honorable Mayor Chokwe Antar Lumumba
Office of the Mayor

FROM: Ison B. Harris, Jr., Director
Department of Parks & Recreation

DATE: December 10, 2020

SUBJECT: 2021 Golf Pricing Proposal & Adjustments

This is an agenda item recommending 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.

It is the recommendation of the Department of Parks and Recreation, that this item be approved.

Thank you!

IBHjr/pb

Office of the City Attorney

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

OFFICE OF THE CITY ATTORNEY
Allen
12/14/20

OFFICE OF THE CITY ATTORNEY

This 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 is legally sufficient for placement in NOVUS Agenda.



Timothy Howard, City Attorney
Monica D Allen, Special Assistant 

12/15/20

Date

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. (WARDS 3 & 4)

OFFICE OF THE CITY CLERK
12/22/20
12/22/20

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.

(HARRIS, LUMUMBA)

Agenda Item #36
Agenda Date: December 22, 2020
(HARRIS, LUMUMBA)

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

12-10-20

DATE

POINTS		COMMENTS			
1.	Brief Description	The attached agenda item is a request to re-enter into an Agreement with GolfNow, LLC, to provide a free software golf package that will allow users to make reservations, as well as pay for services online, at no cost to the City.			
2.	Public Policy Initiative 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	Youth & Education Crime Prevention Quality of Life			
3.	Who will be affected	Patrons utilizing the Grove Park Municipal Golf Course and the Pete Brown Golf Facility.			
4.	Benefits	Will increase revenue by providing user-friendly, free software golf package that will allow users to make reservations and pay online.			
5.	Schedule (beginning date)	Upon Council Approval and GolfNow, LLC Agreement, effective date.			
6.	Location: ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable	Wards 3 & 4			
7.	Action implemented by: ▪ City Department <input type="checkbox"/> ▪ Consultant <input type="checkbox"/>	City Department			
8.	COST	None			
9.	Source of Funding ▪ General Fund <input type="checkbox"/> ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input type="checkbox"/>	N/A			
10.	EBO participation	ABE _____ % AABE _____ % WBE _____ % HBE _____ % NABE _____ %	WAIVER yes ___ no <input checked="" type="checkbox"/> WAIVER yes ___ no <input checked="" type="checkbox"/> WAIVER yes ___ no <input checked="" type="checkbox"/> WAIVER yes ___ no <input checked="" type="checkbox"/> WAIVER yes ___ no <input checked="" type="checkbox"/>	N/A <input checked="" type="checkbox"/> N/A <input checked="" type="checkbox"/> N/A <input checked="" type="checkbox"/> N/A <input checked="" type="checkbox"/> N/A <input checked="" type="checkbox"/>	N/A <input checked="" type="checkbox"/> N/A <input checked="" type="checkbox"/> N/A <input checked="" type="checkbox"/> N/A <input checked="" type="checkbox"/> N/A <input checked="" type="checkbox"/>

Parks & Recreation Department
1000 Metro Center, Suite 104
Jackson, MS 39209-7503
601-960-0716 (Office)
601-960-1576 (Fax)
Website: www.jacksonms.gov



"One City, One Aim, One Destiny"

Memo

To: The Honorable Mayor Chokwe Antar Lumumba
From: Ison B. Harris, Jr., Director, Parks & Recreation Department
Date: December 10, 2020
Re: GolfNow, LLC - Renewal

The attached agenda item is a request to re-enter into an Agreement with GolfNow, LLC, to continue to provide a free software golf package that will allow users to make reservations as well as pay for services online, at no cost to the City.

This software application will not only help increase revenue at our Grove Park Municipal Golf Course and our Pete Brown Golf Facility; it also free, and user friendly. The Department strongly approving this Agreement, is in the best interest of Jackson, and recommends this Order is approved.

IBHjr/pb

GolfNow: 7580 Golf Channel Drive Orlando, FL 32819	Client (Legal Entity Name):	City of Jackson, MS
	Client's Mailing Address:	3200 W Woodrow Wilson Ave Jackson, MS 39209 USA
	Client's Golf Course List: Pete Brown Golf Course Grove Park Golf Course	

Prepared By: Adam Shrigley	Client's Contact Name: Ison Harris
Phone: (407) 362-8408	Client's Contact Phone: 6019602074
Email: adam.shrigley@golfchannel.com	Client's Email: iharris@jacksonms.gov

TERM AND RENEWALS: The Initial Term of this Agreement shall be effective as of the last date of the last signature written below (the "Effective Date") and shall expire Three (3) Years thereafter and shall be non-cancellable, except as provided herein. **UPON EXPIRATION OF THE INITIAL TERM, THIS AGREEMENT SHALL AUTOMATICALLY RENEW FOR SUCCESSIVE ONE (1) YEAR TERMS UNLESS OTHERWISE TERMINATED BY EITHER PARTY IN WRITING AT LEAST THIRTY (30) DAYS PRIOR TO ANY RENEWAL TERM.**

PRODUCT(S) & SERVICE(S)

Golf Course	Product	Program
Grove Park Golf Course	Platform	GolfNow
Grove Park Golf Course	Platform	EZ TeeOff
Grove Park Golf Course	Tech	G1 Full System
Grove Park Golf Course	Other	Website
Grove Park Golf Course	Other	Payments
Grove Park Golf Course	Other	SmartPlay
Grove Park Golf Course	Other	Booking Engine
Pete Brown Golf Facility	Platform	EZ TeeOff
Pete Brown Golf Facility	Platform	GolfNow
Pete Brown Golf Facility	Tech	G1 Full System
Pete Brown Golf Facility	PMP	
Pete Brown Golf Facility	Other	Website
Pete Brown Golf Facility	Other	Payments
Pete Brown Golf Facility	Other	SmartPlay
Pete Brown Golf Facility	Other	Booking Engine

HARDWARE

Golf Course	Hardware Package	Quantity
Pete Brown Golf Facility	G1 - Pro Shop - Wired Pin Pad	2
Pete Brown Golf Facility	G1 - Beverage Cart	3

Golf Course	Hardware Item	Quantity
Pete Brown Golf Facility	GN Implementation	1
Grove Park Golf Course	GN Implementation	1

TOTAL PAYMENT(S)
Trade Payment Terms

Golf Course: Grove Park Golf Course Trade Provided: All Days Trade Load Time: 9:00 AM 18 Holes Cart Included Bookable for 1 to 4 Players and allow singles to fill partially booked tee times	Days In Advance to Load: 10
--	-----------------------------

Trade Payment Terms

Golf Course: Grove Park Golf Course Trade Provided: All Days Trade Load Time: 10:00 AM 18 Holes Cart Included Bookable for 1 to 4 Players and allow singles to fill partially booked tee times	Days In Advance to Load: 10
Golf Course: Grove Park Golf Course Trade Provided: All Days Trade Load Time: 11:00 AM 18 Holes Cart Included Bookable for 1 to 4 Players and allow singles to fill partially booked tee times	Days In Advance to Load: 10
Golf Course: Pete Brown Golf Facility Trade Provided: All Days Trade Load Time: 9:00 AM 18 Holes Cart Included Bookable for 1 to 4 Players and allow singles to fill partially booked tee times	Days In Advance to Load: 10
Golf Course: Pete Brown Golf Facility Trade Provided: All Days Trade Load Time: 10:00 AM 18 Holes Cart Included Bookable for 1 to 4 Players	Days In Advance to Load: 10
Golf Course: Pete Brown Golf Facility Trade Provided: All Days Trade Load Time: 11:00 AM 18 Holes Cart Included Bookable for 1 to 4 Players and allow singles to fill partially booked tee times	Days In Advance to Load: 10

Deposit Terms

<u>Golf Course</u>	<u>Days of Week</u>	<u>Deposit Details</u>	<u>Deposit Shall Be Applied To Rounds Posted On</u>
Grove Park Golf Course	All Days	15% of sale price	TeeOff.com
Pete Brown Golf Facility	All Days	15% of sale price	TeeOff.com

Transaction Fee via Course Booking Engine Terms

<u>Golf Course</u>	<u>Days of Week</u>	<u>Transaction Fee Details</u>
Pete Brown Golf Facility	All Days	\$2.49 per round sold and Client Share of Transaction Fee is 0.00 %Transaction Fee shall be applied to rounds booked on: Booking Engine
Grove Park Golf Course	All Days	\$2.49 per round sold and Client Share of Transaction Fee is 0.00 %Transaction Fee shall be applied to rounds booked on: Booking Engine

Service Fee for SmartPlay Purchases

<u>Golf Course</u>	<u>Service Charge Percentage</u>	<u>Service Charge Paid To</u>
Grove Park Golf Course	10 %	GolfNow
Pete Brown Golf Facility	10 %	GolfNow

Merchant Processing Fee for GolfNow Payments

<u>Golf Course</u>	<u>Card Present Transactions*</u>	<u>Card Not Present Transactions*</u>
Pete Brown Golf Facility	2.75 % + \$0.10 cents per transaction	2.90 % + \$0.30 cents per transaction
Grove Park Golf Course	2.75 % + \$0.10 cents per transaction	2.90 % + \$0.30 cents per transaction

*Card Present and Card Not Present transactions are as defined/categorized by the card issuers.

An additional fee of \$1.00 shall be applied to each ACH Transaction.

Additional Features	Included
GolfNow Booking Engine	Yes
Online Marketing	Yes
Military Tee Times	

Office of the City Attorney

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

OFFICE OF THE CITY ATTORNEY

This ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT 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 is legally sufficient for placement in NOVUS Agenda.



Timothy Howard, *City Attorney*
Monica D Allen, *Special Assistant* 



Date

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. (WARD 3)

RECEIVED
12/14/20
12/15/20

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

WHEREAS, 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.

Agenda Item #37
Agenda Date: December 22, 2020
(HARRIS, LUMUMBA)

(HARRIS, LUMUMBA)

P&R_Acadian Total Security_12-08-20

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

12-10-20
DATE

POINTS		COMMENTS																																																							
1.	Brief Description	Order ratifying the acceptance of armed security guard services from CCSI Security for services rendered at the Pete Brown Golf and Park Maintenance Division facilities from October 16, 2020 through November 30, 2020, and authorizing the Mayor to execute an agreement with CCSI Security for armed security guard services for the period of December 16, 2020 through January 31, 2021.																																																							
2.	Public Policy Initiative Youth & Education Crime Prevention Changes in City Government Neighborhood Enhancement Economic Development Infrastructure and Transportation Quality of Life	Crime Prevention Quality of Life																																																							
3.	Who will be affected	Pete Brown Golf aka Sonny Guy Municipal Golf Course and Park Maintenance Division's staff, patrons at both facilities.																																																							
4.	Benefits	Provides armed security services, to ensure the safety of staff, patrons and both facilities.																																																							
5.	Schedule (beginning date)	Upon Council Approval																																																							
6.	Location: WARD CITYWIDE (yes or no) (area) Project limits if applicable	Ward 3																																																							
7.	Action implemented by: City Department <input type="checkbox"/> Consultant <input type="checkbox"/>	Department of Parks & Recreation																																																							
8.	COST	Monthly payments will vary. Payments not to exceed Eighteen Thousand Dollars (\$18,000.00) for Account 005-504.10-6420, for the period of October 16, 2020 through January 31, 2021.																																																							
9.	Source of Funding General Fund <input type="checkbox"/> Grant <input type="checkbox"/> Bond <input type="checkbox"/> Other <input type="checkbox"/>	Department of Parks & Recreation																																																							
10.	EBO participation	<table border="0"> <tr> <td>ABE</td><td>_____</td><td>%</td><td>WAIVER</td><td>___</td><td>Yes</td><td>___</td><td>No</td><td>___</td><td>N/A</td><td><u>X</u></td> </tr> <tr> <td>AABE</td><td>_____</td><td>%</td><td>WAIVER</td><td>___</td><td>Yes</td><td>___</td><td>No</td><td>___</td><td>N/A</td><td><u>X</u></td> </tr> <tr> <td>WBE</td><td>_____</td><td>%</td><td>WAIVER</td><td>___</td><td>Yes</td><td>___</td><td>No</td><td>___</td><td>N/A</td><td><u>X</u></td> </tr> <tr> <td>HBE</td><td>_____</td><td>%</td><td>WAIVER</td><td>___</td><td>Yes</td><td>___</td><td>No</td><td>___</td><td>N/A</td><td><u>X</u></td> </tr> <tr> <td>NABE</td><td>_____</td><td>%</td><td>WAIVER</td><td>___</td><td>Yes</td><td>___</td><td>No</td><td>___</td><td>N/A</td><td><u>X</u></td> </tr> </table>	ABE	_____	%	WAIVER	___	Yes	___	No	___	N/A	<u>X</u>	AABE	_____	%	WAIVER	___	Yes	___	No	___	N/A	<u>X</u>	WBE	_____	%	WAIVER	___	Yes	___	No	___	N/A	<u>X</u>	HBE	_____	%	WAIVER	___	Yes	___	No	___	N/A	<u>X</u>	NABE	_____	%	WAIVER	___	Yes	___	No	___	N/A	<u>X</u>
ABE	_____	%	WAIVER	___	Yes	___	No	___	N/A	<u>X</u>																																															
AABE	_____	%	WAIVER	___	Yes	___	No	___	N/A	<u>X</u>																																															
WBE	_____	%	WAIVER	___	Yes	___	No	___	N/A	<u>X</u>																																															
HBE	_____	%	WAIVER	___	Yes	___	No	___	N/A	<u>X</u>																																															
NABE	_____	%	WAIVER	___	Yes	___	No	___	N/A	<u>X</u>																																															

Parks & Recreation Department
1000 Metro Center, Suite 104
Jackson, MS 39209-7503
601-960-0716 (Office)
601-960-1576 (Fax)
Website: www.jacksonms.gov



"One City, One Aim, One Destiny"

Memo

To: Mayor Chokwe Antar Lumumba
From: Ison B. Harris, Jr., Director, Dept. of Parks & Recreation
Date: December 8, 2020
Re: CCSI Security

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.

This agenda item authorizes the Mayor to execute an agreement with CCSI Services for armed guard security services extending to a period of October 16, 2020 through January 31, 2021.

Thank you!

IBHjr/pb



Ccsi Security
P.O. Box 8485
Jackson, MS 39284

INVOICE NO.	17224
DATE	11/16/20

CUSTOMER

Sandra Corine Bell
Sonny Guy Golf Course
3200 W Woodrow Wilson Ave
Jackson, MS 39209-3407

SERVICE LOCATION

Sonny Guy Golf Course
3200 W Woodrow Wilson Ave
Jackson, MS 39209-3407

TERMS:	CUSTOMER NO.	JOB NO.	P.O. NO.	
Upon Receipt	5048	5048		
Description	Quantity	Unit of Measure	Price	Amount
Happy a wonderful Thanksgiving & be safe!!				
11/01/20 Security Officer - 23:00-00:00	1.00	Hours	12.05	12.05
11/01/20 Security Officer - 17:00-23:00	6.00	Hours	12.05	72.30
11/01/20 Security Officer - 00:00-07:00	7.00	Hours	12.05	84.35
11/02/20 Security Officer - 17:00-23:00	6.00	Hours	12.05	72.30
11/02/20 Security Officer - 23:00-00:00	1.00	Hours	12.05	12.05
11/02/20 Security Officer - 00:00-07:00	7.00	Hours	12.05	84.35
11/03/20 Security Officer - 00:00-07:00	7.00	Hours	12.05	84.35
11/03/20 Security Officer - 17:00-23:00	6.00	Hours	12.05	72.30
11/03/20 Security Officer - 23:00-00:00	1.00	Hours	12.05	12.05
11/04/20 Security Officer - 00:00-07:00	7.00	Hours	12.05	84.35
11/04/20 Security Officer - 17:00-23:00	6.00	Hours	12.05	72.30
11/04/20 Security Officer - 23:00-00:00	1.00	Hours	12.05	12.05
11/05/20 Security Officer - 00:00-07:00	7.00	Hours	12.05	84.35
11/05/20 Security Officer - 17:00-23:00	6.00	Hours	12.05	72.30
11/05/20 Security Officer - 23:00-00:00	1.00	Hours	12.05	12.05
11/06/20 Security Officer - 00:00-07:00	7.00	Hours	12.05	84.35
11/06/20 Security Officer - 17:00-23:00	6.00	Hours	12.05	72.30
11/06/20 Security Officer - 23:00-00:00	1.00	Hours	12.05	12.05
11/07/20 Security Officer - 00:00-07:00	7.00	Hours	12.05	84.35
11/07/20 Security Officer - 17:00-23:00	6.00	Hours	12.05	72.30
11/07/20 Security Officer - 23:00-00:00	1.00	Hours	12.05	12.05
11/08/20 Security Officer - 00:00-07:00	7.00	Hours	12.05	84.35
11/08/20 Security Officer - 17:00-23:00	6.00	Hours	12.05	72.30
11/08/20 Security Officer - 23:00-00:00	1.00	Hours	12.05	12.05
11/09/20 Security Officer - 00:00-07:00	7.00	Hours	12.05	84.35
11/09/20 Security Officer - 17:00-23:00	6.00	Hours	12.05	72.30
11/09/20 Security Officer - 23:00-00:00	1.00	Hours	12.05	12.05
11/10/20 Security Officer - 00:00-07:00	7.00	Hours	12.05	84.35
11/10/20 Security Officer - 17:00-23:00	6.00	Hours	12.05	72.30

Please remit payment to: Ccsi Security, P.O. Box 8485 Jackson, MS 39284

Ccsi Security
P.O. Box 8485
Jackson, MS 39284

INVOICE NO.	17224
DATE	11/16/20

CUSTOMER

Sandra Corine Bell
Sonny Guy Golf Course
3200 W Woodrow Wilson Ave
Jackson, MS 39209-3407

SERVICE LOCATION

Sonny Guy Golf Course
3200 W Woodrow Wilson Ave
Jackson, MS 39209-3407

TERMS: Upon Receipt	CUSTOMER NO. 5048	JOB NO. 5048	P.O. NO.		
Description	Quantity	Unit of Measure	Price	Amount	
11/10/20 Security Officer - 23:00-00:00	1.00	Hours	12.05	12.05	
11/11/20 Security Officer - 00:00-07:00	7.00	Hours	12.05	84.35	
11/11/20 Security Officer - 17:00-23:00	6.00	Hours	12.05	72.30	
11/11/20 Security Officer - 23:00-00:00	1.00	Hours	12.05	12.05	
11/12/20 Security Officer - 00:00-07:00	7.00	Hours	12.05	84.35	
11/12/20 Security Officer - 17:00-23:00	6.00	Hours	12.05	72.30	
11/12/20 Security Officer - 23:00-00:00	1.00	Hours	12.05	12.05	
11/13/20 Security Officer - 00:00-07:00	7.00	Hours	12.05	84.35	
11/13/20 Security Officer - 17:00-23:00	6.00	Hours	12.05	72.30	
11/13/20 Security Officer - 23:00-00:00	1.00	Hours	12.05	12.05	
11/14/20 Security Officer - 00:00-07:00	7.00	Hours	12.05	84.35	
11/14/20 Security Officer - 17:00-23:00	6.00	Hours	12.05	72.30	
11/14/20 Security Officer - 23:00-00:00	1.00	Hours	12.05	12.05	
11/15/20 Security Officer - 00:00-07:00	7.00	Hours	12.05	84.35	
11/15/20 Security Officer - 17:00-23:00	6.00	Hours	12.05	72.30	
11/15/20 Security Officer - 23:00-00:00	1.00	Hours	12.05	12.05	
Please remit payment to: Ccsi Security, P.O. Box 8485 Jackson, MS 39284					
Serving and protecting what is most valuable to you! Please be sure to include your invoice numbers on your payment. All invoices are net 10 after then, late payments will incur a \$35 late fee. Thanks so much for your business!!!!			Sub-Total	2,530.50	
			Sales Tax		
			TOTAL	\$2,530.50	



Ccsi Security
 P.O. Box 8485
 Jackson, MS 39284

INVOICE NO.	17247
DATE	12/01/20

CUSTOMER

Sandra Corine Bell
 Sonny Guy Golf Course
 3200 W Woodrow Wilson Ave
 Jackson, MS 39209-3407

SERVICE LOCATION

Sonny Guy Golf Course
 3200 W Woodrow Wilson Ave
 Jackson, MS 39209-3407

TERMS: Upon Receipt	CUSTOMER NO. 5048	JOB NO. 5048	P.O. NO.		
Description	Quantity	Unit of Measure	Price	Amount	
11/16/20 Security Officer - 00:00-07:00	7.00	Hours	12.05	84.35	
11/16/20 Security Officer - 17:00-23:00	6.00	Hours	12.05	72.30	
11/16/20 Security Officer - 23:00-00:00	1.00	Hours	12.05	12.05	
11/17/20 Security Officer - 00:00-07:00	7.00	Hours	12.05	84.35	
11/17/20 Security Officer - 17:00-23:00	6.00	Hours	12.05	72.30	
11/17/20 Security Officer - 23:00-00:00	1.00	Hours	12.05	12.05	
11/18/20 Security Officer - 00:00-07:00	7.00	Hours	12.05	84.35	
11/18/20 Security Officer - 17:00-23:00	6.00	Hours	12.05	72.30	
11/18/20 Security Officer - 23:00-00:00	1.00	Hours	12.05	12.05	
11/19/20 Security Officer - 00:00-07:00	7.00	Hours	12.05	84.35	
11/19/20 Security Officer - 17:00-23:00	6.00	Hours	12.05	72.30	
11/19/20 Security Officer - 23:00-00:00	1.00	Hours	12.05	12.05	
11/20/20 Security Officer - 00:00-07:00	7.00	Hours	12.05	84.35	
11/20/20 Security Officer - 17:00-23:00	6.00	Hours	12.05	72.30	
11/20/20 Security Officer - 23:00-00:00	1.00	Hours	12.05	12.05	
11/21/20 Security Officer - 00:00-07:00	7.00	Hours	12.05	84.35	
11/21/20 Security Officer - 17:00-23:00	6.00	Hours	12.05	72.30	
11/21/20 Security Officer - 23:00-00:00	1.00	Hours	12.05	12.05	
11/22/20 Security Officer - 00:00-07:00	7.00	Hours	12.05	84.35	
11/22/20 Security Officer - 17:00-23:00	6.00	Hours	12.05	72.30	
11/22/20 Security Officer - 23:00-00:00	1.00	Hours	12.05	12.05	
11/23/20 Security Officer - 00:00-07:00	7.00	Hours	12.05	84.35	
11/23/20 Security Officer - 17:00-23:00	6.00	Hours	12.05	72.30	
11/23/20 Security Officer - 23:00-00:00	1.00	Hours	12.05	12.05	
11/24/20 Security Officer - 00:00-07:00	7.00	Hours	12.05	84.35	
11/24/20 Security Officer - 17:00-23:00	6.00	Hours	12.05	72.30	
11/24/20 Security Officer - 23:00-00:00	1.00	Hours	12.05	12.05	
11/25/20 Security Officer - 00:00-07:00	7.00	Hours	12.05	84.35	
11/25/20 Security Officer - 17:00-23:00	6.00	Hours	12.05	72.30	
11/25/20 Security Officer - 23:00-00:00	1.00	Hours	12.05	12.05	

Please remit payment to: Ccsi Security, P.O. Box 8485 Jackson, MS 39284



Ccsi Security
 P.O. Box 8485
 Jackson, MS 39284

INVOICE NO.	17247
DATE	12/01/20

CUSTOMER

Sandra Corine Bell
 Sonny Guy Golf Course
 3200 W Woodrow Wilson Ave
 Jackson, MS 39209-3407

SERVICE LOCATION

Sonny Guy Golf Course
 3200 W Woodrow Wilson Ave
 Jackson, MS 39209-3407

TERMS: Upon Receipt	CUSTOMER NO. 5048	JOB NO. 5048	P.O. NO.	
Description	Quantity	Unit of Measure	Price	Amount
11/26/20 Security Officer - 00:00-07:00	7.00	Hours	12.05	84.35
11/26/20 Security Officer - 17:00-23:00	6.00	Hours	12.05	72.30
11/26/20 Security Officer - 23:00-00:00	1.00	Hours	12.05	12.05
11/27/20 Security Officer - 00:00-07:00	7.00	Hours	12.05	84.35
11/27/20 Security Officer - 17:00-23:00	6.00	Hours	12.05	72.30
11/27/20 Security Officer - 23:00-00:00	1.00	Hours	12.05	12.05
11/28/20 Security Officer - 00:00-07:00	7.00	Hours	12.05	84.35
11/28/20 Security Officer - 17:00-23:00	6.00	Hours	12.05	72.30
11/28/20 Security Officer - 23:00-00:00	1.00	Hours	12.05	12.05
11/29/20 Security Officer - 00:00-07:00	7.00	Hours	12.05	84.35
11/29/20 Security Officer - 17:00-23:00	6.00	Hours	12.05	72.30
11/29/20 Security Officer - 23:00-00:00	1.00	Hours	12.05	12.05
11/30/20 Security Officer - 00:00-07:00	7.00	Hours	12.05	84.35
11/30/20 Security Officer - 17:00-23:00	6.00	Hours	12.05	72.30
11/30/20 Security Officer - 23:00-00:00	1.00	Hours	12.05	12.05

Please remit payment to: Ccsi Security, P.O. Box 8485 Jackson, MS 39284

Serving and protecting what is most valuable to you! Please be sure to include your invoice numbers on your payment. All invoices are net 10 after then, late payments will incur a \$35 late fee. Thanks so much for your business!!!!

Sub-Total	2,530.50
Sales Tax	
TOTAL	\$2,530.50



Ccsi Security
P.O. Box 8485
Jackson, MS 39284

INVOICE NO.	17225
DATE	11/16/20

CUSTOMER

Stanley Smith
City Of Jackson Park Maintenance Division
3200 Woodrow Wilson Drive
Jackson, MS 39209

SERVICE LOCATION

Park Maintenance
3880 Buford St
Jackson, MS 39209-3421

TERMS: Upon Receipt	CUSTOMER NO. 5048	JOB NO. 6005	P.O. NO.		
Description	Quantity	Unit of Measure	Price	Amount	
Happy a wonderful Thanksgiving & be safe!					
11/01/20 Armed Security Officer - 00:00-07:00	7.00	Hours	12.05	84.35	
11/01/20 Armed Security Officer - 07:00-15:00	8.00	Hours	12.05	96.40	
11/01/20 Armed Security Officer - 15:00-23:00	8.00	Hours	12.05	96.40	
11/01/20 Armed Security Officer - 23:00-00:00	1.00	Hours	12.05	12.05	
11/02/20 Armed Security Officer - 00:00-07:00	7.00	Hours	12.05	84.35	
11/06/20 Armed Security Officer - 15:30-23:00	7.50	Hours	12.05	90.38	
11/06/20 Armed Security Officer - 23:00-00:00	1.00	Hours	12.05	12.05	
11/07/20 Armed Security Officer - 00:00-07:00	7.00	Hours	12.05	84.35	
11/07/20 Armed Security Officer - 07:00-15:00	8.00	Hours	12.05	96.40	
11/07/20 Armed Security Officer - 15:00-23:00	8.00	Hours	12.05	96.40	
11/07/20 Armed Security Officer - 23:00-00:00	1.00	Hours	12.05	12.05	
11/08/20 Armed Security Officer - 00:00-07:00	7.00	Hours	12.05	84.35	
11/08/20 Armed Security Officer - 07:00-15:00	8.00	Hours	12.05	96.40	
11/08/20 Armed Security Officer - 15:00-23:00	8.00	Hours	12.05	96.40	
11/08/20 Armed Security Officer -					

Please remit payment to: Ccsi Security, P.O. Box 8485 Jackson, MS 39284

Ccsi Security
P.O. Box 8485
Jackson, MS 39284

INVOICE NO.	17225
DATE	11/16/20

CUSTOMER

Stanley Smith
City Of Jackson Park Maintenance Division
3200 Woodrow Wilson Drive
Jackson, MS 39209

SERVICE LOCATION

Park Maintenance
3880 Bullard St
Jackson, MS 39209-3421

TERMS: Upon Receipt	CUSTOMER NO. 5048	JOB NO. 6005	P.O. NO.		
Description	Quantity	Unit of Measure	Price	Amount	
23:00-00:00	1.00	Hours	12.05	12.05	
11/09/20 Armed Security Officer - 00:00-07:00	7.00	Hours	12.05	84.35	
11/13/20 Armed Security Officer - 15:30-23:00	7.50	Hours	12.05	90.38	
11/13/20 Armed Security Officer - 23:00-00:00	1.00	Hours	12.05	12.05	
11/14/20 Armed Security Officer - 00:00-07:00	7.00	Hours	12.05	84.35	
11/14/20 Armed Security Officer - 07:00-15:00	8.00	Hours	12.05	96.40	
11/14/20 Armed Security Officer - 15:00-23:00	8.00	Hours	12.05	96.40	
11/14/20 Armed Security Officer - 23:00-00:00	1.00	Hours	12.05	12.05	
11/15/20 Armed Security Officer - 00:00-07:00	7.00	Hours	12.05	84.35	
11/15/20 Armed Security Officer - 07:00-15:00	8.00	Hours	12.05	96.40	
11/15/20 Armed Security Officer - 15:00-23:00	8.00	Hours	12.05	96.40	
11/15/20 Armed Security Officer - 23:00-00:00	1.00	Hours	12.05	12.05	
Please remit payment to: Ccsi Security, P.O. Box 8485 Jackson, MS 39284					
Serving and protecting what is most valuable to you! Please be sure to include your invoice numbers on your payment. All invoices are net 10 after then, late payments will incur a \$35 late fee. Thanks so much for your business!!!!			Sub-Total	1,819.56	
			Sales Tax		
			TOTAL	\$1,819.56	



Ccsi Security
P.O. Box 8485
Jackson, MS 39284

INVOICE NO.	17248
DATE	12/01/20

CUSTOMER

Stanley Smith
City Of Jackson Park Maintenance Division
3200 Woodrow Wilson Drive
Jackson, MS 39209

SERVICE LOCATION

Park Maintenance
3880 Bullard St
Jackson, MS 39209-3421

TERMS: Upon Receipt	CUSTOMER NO. 5048	JOB NO. 6005	P.O. NO.		
Description	Quantity	Unit of Measure	Price	Amount	
11/16/20 Armed Security Officer - 00:00-07:00	7.00	Hours	12.05	84.35	
11/20/20 Armed Security Officer - 15:30-23:00	7.50	Hours	12.05	90.38	
11/20/20 Armed Security Officer - 23:00-00:00	1.00	Hours	12.05	12.05	
11/21/20 Armed Security Officer - 00:00-07:00	7.00	Hours	12.05	84.35	
11/21/20 Armed Security Officer - 07:00-15:00	8.00	Hours	12.05	96.40	
11/21/20 Armed Security Officer - 15:00-23:00	8.00	Hours	12.05	96.40	
11/21/20 Armed Security Officer - 23:00-00:00	1.00	Hours	12.05	12.05	
11/22/20 Armed Security Officer - 00:00-07:00	7.00	Hours	12.05	84.35	
11/22/20 Armed Security Officer - 07:00-15:00	8.00	Hours	12.05	96.40	
11/22/20 Armed Security Officer - 15:00-23:00	8.00	Hours	12.05	96.40	
11/22/20 Armed Security Officer - 23:00-00:00	1.00	Hours	12.05	12.05	
11/23/20 Armed Security Officer - 00:00-07:00	7.00	Hours	12.05	84.35	
11/26/20 Armed Security Officer - 07:00-15:00	8.00	Hours	12.05	96.40	
11/26/20 Armed Security Officer - 15:00-23:00	8.00	Hours	12.05	96.40	
11/26/20 Armed Security Officer - 23:00-00:00	1.00	Hours	12.05	12.05	

Please remit payment to: Ccsi Security, P.O. Box 8485 Jackson, MS 39284



Ccsi Security
P.O. Box 8485
Jackson, MS 39284

INVOICE NO.	17248
DATE	12/01/20

CUSTOMER

Stanley Smith
City Of Jackson Park Maintenance Division
3200 Woodrow Wilson Drive
Jackson, MS 39209

SERVICE LOCATION

Park Maintenance
3880 Bullard St
Jackson, MS 39209-3421

TERMS: Upon Receipt	CUSTOMER NO. 5048	JOB NO. 6005	P.O. NO.		
Description	Quantity	Unit of Measure	Price	Amount	
11/27/20 Armed Security Officer - 00:00-07:00	7.00	Hours	12.05	84.35	
11/27/20 Armed Security Officer - 07:00-15:00	8.00	Hours	12.05	96.40	
11/27/20 Armed Security Officer - 15:00-23:00	8.00	Hours	12.05	96.40	
11/27/20 Armed Security Officer - 23:00-00:00	1.00	Hours	12.05	12.05	
11/28/20 Armed Security Officer - 00:00-07:00	7.00	Hours	12.05	84.35	
11/28/20 Armed Security Officer - 07:00-15:00	8.00	Hours	12.05	96.40	
11/28/20 Armed Security Officer - 15:00-23:00	8.00	Hours	12.05	96.40	
11/28/20 Armed Security Officer - 23:00-00:00	1.00	Hours	12.05	12.05	
11/29/20 Armed Security Officer - 00:00-07:00	7.00	Hours	12.05	84.35	
11/29/20 Armed Security Officer - 07:00-15:00	8.00	Hours	12.05	96.40	
11/29/20 Armed Security Officer - 15:00-23:00	8.00	Hours	12.05	96.40	
11/29/20 Armed Security Officer - 23:00-00:00	1.00	Hours	12.05	12.05	
11/30/20 Armed Security Officer - 00:00-07:00	7.00	Hours	12.05	84.35	
Please remit payment to: Ccsi Security, P.O. Box 8485 Jackson, MS 39284					
Serving and protecting what is most valuable to you! Please be sure to include your invoice numbers on your payment. All invoices are net 10 after then, late payments will incur a \$35 late fee. Thanks so much for your business!!!!			Sub-Total	2,006.33	
			Sales Tax		
			TOTAL	\$2,006.33	

Office of the City Attorney

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

OFFICE OF THE CITY ATTORNEY

This ORDER 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 is legally sufficient for placement in NOVUS Agenda.



Timothy Howard, City Attorney

Monica D Allen, Special Assistant 



Date

OFFICE OF THE CLERK
 12/10/20
 12/15/20

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. (WARDS 2, 3, 4 & 7) (HARRIS, LUMUMBA)

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

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

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, 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.

Agenda Item #38
 Agenda Date: December 22, 2020
 (HARRIS, LUMUMBA)

(HARRIS, LUMUMBA)
 P&R / Johnson Controls Security Solutions - 12-10-20

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

12-10-20

DATE

POINTS		COMMENTS
1.	Brief Description/Purpose	Order ratifying the acceptance of payments to Johnson Controls Security Solutions for invoices received December 1 - December 31, 2020 in the amount of \$339.49 and also for a term of period of January 1, 2021 through February 28, 2021 in an amount not to exceed \$1,025.00.
2.	Public Policy Initiative 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	Crime Prevention Quality of Life
3.	Who will be affected	Battlefield Park, Grove Park, Jayne Avenue, Vergy P. Middleton Community Centers and Medgar Evers Gymnasium.
4.	Benefits	To ensure payments are honored and paid, to prevent interruption of security alarm and monitoring services.
5.	Schedule (beginning date)	Upon City Council approval.
6.	Location: ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable	Wards 2, 3, 4 & 7 No
7.	Action implemented by: ▪ City Department <input type="checkbox"/> ▪ Consultant <input type="checkbox"/>	Department of Parks and Recreation
8.	COST	Johnson Controls Security Solutions shall be paid the amounts listed on invoiced requests for payment.
9.	Source of Funding ▪ General Fund <input type="checkbox"/> ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input type="checkbox"/>	Account: 005-501.25-6419
10.	EBO participation	ABE _____ % WAIVER ___ Yes ___ No ___ N/A X AABE _____ % WAIVER ___ Yes ___ No ___ N/A X WBE _____ % WAIVER ___ Yes ___ No ___ N/A X HBE _____ % WAIVER ___ Yes ___ No ___ N/A X NABE _____ % WAIVER ___ Yes ___ No ___ N/A X

Parks & Recreation Department
1000 Metro Center, Suite 104
Jackson, MS 39209-7503
601-960-0716 (Office)
601-960-1576 (Fax)
Website: www.jacksonms.gov



"One City, One Aim, One Destiny"

Memo

TO: The Honorable Mayor Lumumba
FROM: Ison B. Harris, Jr., Director
Department of Parks and Recreation
DATE: December 10, 2020
RE: Johnson Controls Security Solutions

This is an Order ratifying the acceptance of payments to Johnson Controls Security Solutions for invoices received December 1 - December 31, 2020 in the amount of \$339.49 and also authorizing payment for a term of period of January 1, 2021 through February 28, 2021 in an amount not to exceed \$1,025.00.

The Department the Department of Parks and Recreation believes honoring payment of all invoices received, is in the best interest of the City of Jackson.

Please give us a call at Extension 0716, if you have any questions.

Thank you.

IBHjr/pb

Purchase Order Number	Invoice Date	Invoice Number	Invoice Amount	Payment Due Date
	11/07/20	35063986	\$76.91	12/01/20



Nature Of Service: Monthly Billing

Current Charges:

12/01/20 - 12/31/20
 Recurring Service
 Amount: \$71.21 Tax: \$5.70 \$76.91

Total Balance Due: \$76.91

Did you know... Failure to include your invoice could cause a delay in processing your payment.

Don't Forget to include the Following With Your Payment:
Customer Number
Invoice Number

Note any credit(s) and payment(s) open on your account may be applied to a non-disputed past due balance.

Late Fee Policy: A late fee of 1.5% (or highest rate permitted by law, if less) per month will be assessed on the unpaid Total Balance Due when more than 30 days past due.

Customer Number:
01300 170716842

Business/Account Name:
BATTELFIELD PARK.

Service Address:
953 W Porter St
Community Center
Jackson, MS 39204-3128

For Questions: 1.800.289.2647



It's fast and even more important - it's easy! You can save time and money paying your bill. Please see the back of your invoice to see how you can setup your account for automatic payments using your bank account!

Visit www.TycoIS.com for up-to-date security services information for your business.

To pay this invoice and/or future recurring invoice by credit card, follow the instructions on the back of this invoice.

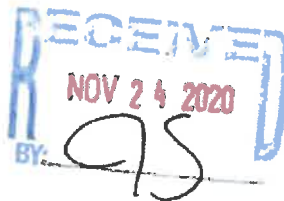
TEST YOUR ALARM SYSTEM MONTHLY TO CONFIRM YOUR SYSTEM IS OPERATIONAL

1oz BRE

Johnson Controls Security Solutions
10406 Crosspoint Blvd.
Indianapolis, IN 46256

7502 6000 NO RP 06 11062020 YHNNHNN 0003620 53 735
4720 1 MB 0.436

#BWNKFG
#248617071003106#
CITY OF JACKSON
PO BOX 17
JACKSON MS 39205-0017



Invoice Number: 35063986
Invoice Date: 11/07/20
Customer Number: 01300 170716842
Due Date: 12/01/20

Please Pay This Amount

\$76.91

Amount Enclosed: \$

MAIL PAYMENT TO

Payment Coupon Please detach and enclose this coupon with your payment. Do not send cash. Please write your customer number on your check or money order and make payable to: Johnson Controls Security Solutions

If you want to pay by credit card or make any changes to your billing or service account information, please check here and enter the new information on the back of this invoice.

Johnson Controls Security Solutions
P.O. Box 371967
Pittsburgh, PA 15250-7967



001707168420003506398601201200000076910000076915



Purchase Order Number	Invoice Date	Invoice Number	Invoice Amount	Payment Due Date
	11/07/20	35063983	\$67.87	12/01/20

Nature Of Service: Monthly Billing

Current Charges:

12/01/20 - 12/31/20
 Recurring Service
 Amount: \$67.87 Tax: \$0.00 \$67.87

Total Balance Due: \$67.87

Did you know... Failure to include your invoice could cause a delay in processing your payment.

Don't Forget to Include the Following With Your Payment:
 Customer Number
 Invoice Number

Note any credit(s) and payment(s) open on your account may be applied to a non-disputed past due balance.

Customer Number:
01300 170714747

Business/Account Name:
GROVE PARK COMMUNITY.

Service Address:
4126 Parkway Ave
Center
Jackson, MS 39213-5536

For Questions: 1.800.289.2647

It's fast and even more important - it's easy! You can save time and money paying your bill. Please see the back of your invoice to see how you can setup your account for automatic payments using your bank account!

Visit www.TycoIS.com for up-to-date security services information for your business.

To pay this invoice and/or future recurring invoice by credit card, follow the instructions on the back of this invoice.

Late Fee Policy: A late fee of 1.5% (or highest rate permitted by law, if less) per month will be assessed on the unpaid Total Balance Due when more than 30 days past due.

TEST YOUR ALARM SYSTEM MONTHLY TO CONFIRM YOUR SYSTEM IS OPERATIONAL

1oz BRE

Johnson Controls Security Solutions
 10405 Crosspoint Blvd.
 Indianapolis, IN 46256

7502 6000 N6 RP 08 11062020 YNNMMNN 0003638 21 T35
 4718 1 MB 0.436

#BWNKFG
 #747417071003109#
 CITY OF JACKSON
 PO BOX 17
 JACKSON MS 39205-0017



Invoice Number: 35063983
Invoice Date: 11/07/20
Customer Number: 01300 170714747
Due Date: 12/01/20

Please Pay This Amount

\$67.87

Amount Enclosed: \$

MAIL PAYMENT TO

Payment Coupon Please detach and enclose this coupon with your payment. Do not send cash. Please write your customer number on your check or money order and make payable to: Johnson Controls Security Solutions

If you want to pay by credit card or make any changes to your billing or service account information, please check here and enter the new information on the back of this invoice.

Johnson Controls Security Solutions
 P.O. Box 371967
 Pittsburgh, PA 15250-7967



001707147470003506398301201200000067870000067875



Purchase Order Number	Invoice Date	Invoice Number	Invoice Amount	Payment Due Date
	11/07/20	35063984	\$64.15	Upon Receipt

Nature Of Service: Monthly Billing

Current Charges:

12/01/20 - 12/31/20
 Recurring Service
 Amount: \$64.15 Tax: \$0.00 \$64.15

Total Balance Due: \$64.15

Did you know... Failure to include your invoice could cause a delay in processing your payment.

Don't Forget to Include the Following With Your Payment:
 Customer Number
 Invoice Number

Note any credit(s) and payment(s) open on your account may be applied to a non-disputed past due balance.

Late Fee Policy: A late fee of 1.5% (or highest rate permitted by law, if less) per month will be assessed on the unpaid Total Balance Due when more than 30 days past due.

Customer Number:
01300 170715727

Business/Account Name:
JAYNE AVE COMMUNITY CE.

Service Address:
3615 Jayne Ave
Nter
Jackson, MS 39209-5104

For Questions: 1.800.289.2647



It's fast and even more important - it's easy! You can save time and money paying your bill. Please see the back of your invoice to see how you can setup your account for automatic payments using your bank account!

Visit www.TycoIS.com for up-to-date security services information for your business.

To pay this invoice and/or future recurring invoice by credit card, follow the instructions on the back of this invoice.

TEST YOUR ALARM SYSTEM MONTHLY TO CONFIRM YOUR SYSTEM IS OPERATIONAL

1oz BRE

Johnson Controls Security Solutions
 10405 Crosspoint Blvd.
 Indianapolis, IN 46256

7502 6000 N4 RP 06 11082020 YNNNNNN 0003621 31 125
 4721 1 MB 0.436

#BWNKFGY
 #727517071003100#
 CITY OF JACKSON
 PO BOX 17
 JACKSON MS 39205-0017



Invoice Number: 35063984
Invoice Date: 11/07/20
Customer Number: 01300 170715727
Due Date: Upon Receipt

Please Pay This Amount

\$64.15

Amount Enclosed: \$

MAIL PAYMENT TO

Payment Coupon Please detach and enclose this coupon with your payment. Do not send cash. Please write your customer number on your check or money order and make payable to: Johnson Controls Security Solutions

If you want to pay by credit card or make any changes to your billing or service account information, please check here and enter the new information on the back of this invoice.

Johnson Controls Security Solutions
 P.O. Box 371967
 Pittsburgh, PA 15250-7967



001707157270003506398401201200000064150000064153



Purchase Order Number	Invoice Date	Invoice Number	Invoice Amount	Payment Due Date
	11/07/20	35063985	\$64.15	12/01/20

Nature Of Service: Monthly Billing

Current Charges:

12/01/20 - 12/31/20
 Recurring Service Amount: \$64.15 Tax: \$0.00 \$64.15

Total Balance Due: \$64.15

Did you know... Failure to include your invoice could cause a delay in processing your payment.

Don't Forget to Include the Following With Your Payment:
 Customer Number
 Invoice Number

Note any credit(s) and payment(s) open on your account may be applied to a non-disputed past due balance.

Late Fee Policy: A late fee of 1.5% (or highest rate permitted by law, if less) per month will be assessed on the unpaid Total Balance Due when more than 30 days past due.

Customer Number:
01300 170715728

Business/Account Name:
VERGY P MIDDLETON

Service Address:
3971 N Flag Chapel Rd
Community Center
Jackson, MS 39213-2208

For Questions: 1.800.289.2647

It's fast and even more important - it's easy! You can save time and money paying your bill. Please see the back of your invoice to see how you can setup your account for automatic payments using your bank account!

Visit www.TycoIS.com for up-to-date security services information for your business.

To pay this invoice and/or future recurring invoice by credit card, follow the instructions on the back of this invoice.



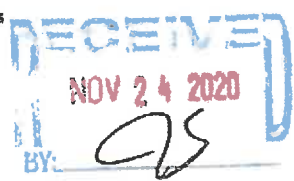
TEST YOUR ALARM SYSTEM MONTHLY TO CONFIRM YOUR SYSTEM IS OPERATIONAL

1ax BRE

Johnson Controls Security Solutions
 10405 Crosspoint Blvd.
 Indianapolis, IN 46256

7502 6000 NO RP DB 11062020 YMWNNNN 0003619 01 755
 4719 1 MB 0.436

#BWNKFG
 #827517071003108#
 CITY OF JACKSON
 PO BOX 17
 JACKSON MS 39205-0017



Invoice Number: 35063985
Invoice Date: 11/07/20
Customer Number: 01300 170715728
Due Date: 12/01/20

Please Pay This Amount

\$64.15

Amount Enclosed: \$

MAIL PAYMENT TO

Johnson Controls Security Solutions
 P.O. Box 371967
 Pittsburgh, PA 15250-7967

Payment Coupon Please detach and enclose this coupon with your payment. Do not send cash. Please write your customer number on your check or money order and make payable to: Johnson Controls Security Solutions

If you want to pay by credit card or make any changes to your billing or service account information, please check here and enter the new information on the back of this invoice.

001707157280003506398501201200000064150000064150



Purchase Order Number	Invoice Date	Invoice Number	Invoice Amount	Payment Due Date
	11/07/20	35063982	\$66.41	12/01/20

Nature Of Service: Monthly Billing

Current Charges:

12/01/20 - 12/31/20
 Recurring Service
 Amount: \$66.41 Tax: \$0.00 \$66.41

Total Balance Due: \$66.41

Did you know... Failure to include your invoice could cause a delay in processing your payment.

Don't Forget to Include the Following With Your Payment:
 Customer Number
 Invoice Number

Note any credit(s) and payment(s) open on your account may be applied to a non-disputed past due balance.

Late Fee Policy: A late fee of 1.5% (or highest rate permitted by law, if less) per month will be assessed on the unpaid Total Balance Due when more than 30 days past due.

Customer Number:
01300 170714672

Business/Account Name:
MEDGAR EVERS GYMNASIUM

Service Address:
3159 Edwards Ave
Jackson, MS 39205

For Questions: 1.800.289.2647



It's fast and even more important - it's easy! You can save time and money paying your bill. Please see the back of your invoice to see how you can setup your account for automatic payments using your bank account!

Visit www.TycoIS.com for up-to-date security services information for your business.

To pay this invoice and/or future recurring invoice by credit card, follow the instructions on the back of this invoice

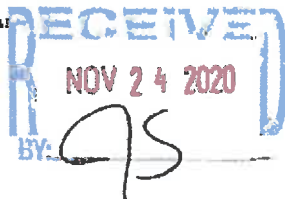
TEST YOUR ALARM SYSTEM MONTHLY TO CONFIRM YOUR SYSTEM IS OPERATIONAL

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Johnson Controls Security Solutions
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 CITY OF JACKSON
 ATTN VICKIE WHITE
 PO BOX 17
 JACKSON MS 39205-0017



Invoice Number: 35063982
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Johnson Controls Security Solutions
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 Pittsburgh, PA 15250-7967




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Office of the City Attorney

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

OFFICE OF THE CITY ATTORNEY

This ORDER RATIFYING THE 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 is legally sufficient for placement in NOVUS Agenda.



Timothy Howard, City Attorney
Monica D Allen, Special Assistant 

12/15/20
Date

OFFICE OF THE CITY ATTORNEY
12/15/20

OFFICE OF THE CITY ATTORNEY
12/15/20
CL

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 AND AUTHORIZING THE MAYOR TO EXECUTE RELATED DOCUMENTS

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.

Agenda Item #39
Agenda Date: December 22, 2020
(HILLMAN, LUMUMBA)

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.

Item # _____
Agenda Date: December 22, 2020
By: Welch, Hillman, Lumumba

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET DATE 12/22/2020

POINTS		COMMENTS
1.	Brief Description/Purpose	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 AND AUTHORIZING THE MAYOR TO EXECUTE RELATED DOCUMENTS
2.	Public Policy Initiative 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure & Transportation 7. Quality of Life	6. Infrastructure & Transportation,
3.	Who will be affected	All citizens and visitors in the City of Jackson
4.	Benefits	All citizens and visitors in the City of Jackson
5.	Schedule (beginning date)	Date of purchase order
6.	Location:	Department of Planning & Development/Office of Transportation/All wards
7.	Action implemented by: City Department	Department of Planning & Development Office of Transportation
8.	COST	\$689,136.00
9.	Source of Funding General Fund x Grant x Bond Other	Account# 187.565.30.6867 \$689,136.00 Grant#: \$581,230.00 (80%) MS.2017.004.01: \$247,650.00 MS.2018.003.00: \$333,580.00 General Fund: \$107,906.00 (20%)
10.	EBO participation	ABE ___% WAIVER yes ___ no ___ N/A <input checked="" type="checkbox"/> AABE ___% WAIVER yes ___ no ___ N/A <input checked="" type="checkbox"/> WBE ___% WAIVER yes ___ no ___ N/A <input checked="" type="checkbox"/> HBE ___% WAIVER yes ___ no ___ N/A <input checked="" type="checkbox"/> NABE ___% WAIVER yes ___ no ___ N/A <input checked="" type="checkbox"/>

MEMORANDUM

TO: Chokwe A. Lumumba, Mayor

THRU: Jordan Hillman, Director
Planning & Development

FROM: Christine Welch, Deputy Director
Office of Transportation

DATE: November 30, 2020

RE: Agenda Item for December 22, 2020 City Council Meeting

The attached agenda item is an order authorizing the Mayor to execute documents relating to the purchase of seven (7) Low Floor 18-Passenger ADA accessible buses based off Mississippi State Contract in the total amount of \$689,136.00. This expenditure is eligible for 80% (\$581,230.00) reimbursement under the Federal Transit Administration (FTA) grant and 20% (\$107,906.00) budgeted General Fund amount for FY2021.

It is the recommendation of this department that this application submittal be approved. If you have any questions, please call Christine Welch, Deputy Director, Department of Planning and Development/Office of Transportation, at (601) 960-1909 or e-mail cwelch@city.jackson.ms.us.

Office of the City Attorney

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

OFFICE OF THE CITY ATTORNEY

This ORDER AUTHORIZING THE PROCUREMENT OF 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 AND AUTHURIZING THE MAYOR TO EXECUTE RELATED DOCUMENTS is legally sufficient for placement in NOVUS Agenda.



Timothy Howard, City Attorney

Chandra Gayten, Deputy City Attorney CG

12/15/20
Date

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:

<u>To/From</u>	<u>Fund/Account Number</u>	<u>Amount</u>
From	001.420.10.6485	\$ 5000.00
To	001.420.10.6317	\$ 5000.00

Agenda Item #40
Agenda Date: December 22, 2020
(HILLMAN, LUMUMBA)

Item No: _____
Date: December 22, 2020
By: (Hillman, Lumumba)

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

DATE: 12/22/2020

	POINTS	COMMENTS
1.	Brief Description	ORDER REVISING THE FISCAL YEAR 2021 BUDGET OF THE DEPARTMENT OF PLANNING AND DEVELOPMENT
2.	Purpose	Maintenance repair for COJ Bon Air Subdivision property
3.	Who will be affected	Citizens of the City of Jackson
4.	Benefits	Safety within the home
5.	Schedule (beginning date)	Upon Council approval
6.	Location: WARD CITYWIDE (yes/no) (area) Project limits if applicable	City of Jackson
7.	Action implemented by: City Department <u> X </u> Consultant _____	Department of Planning & Development Office of Housing & Community Development.
8.	COST	\$5000
9.	Source of Funding General fund <u> X </u> Grant _____ Bond _____ Other _____	001-42010-6485 (General Fund) 001-42010-6317 (General Fund)
10.	E. B.O. Participation	ABE _____ % WAIVER _____ yes _____ no _____ N/A _____ AABE _____ % WAIVER _____ yes _____ no _____ N/A _____ WBE _____ % WAIVER _____ yes _____ no _____ N/A _____ HBE _____ % WAIVER _____ yes _____ no _____ N/A _____ NABE _____ % WAIVER _____ yes _____ no _____ N/A _____

**OFFICE OF HOUSING AND
COMMUNITY DEVELOPMENT**

MEMORANDUM

TO: Mayor Chokwe Lumumba

FROM: Jordan Hillman, Director
Department of Planning and Development

CC: Vanessa Henderson, Deputy Director,
Office of Housing and Community Development

DATE: December 15, 2020

RE: Agenda Item for December 22, 2020 City Council Meeting

On November 30, 2012, the HUD Office of Fair Housing conducted a limited monitoring and onsite review of the Bon Air Subdivision Project, and subsequently issued a Preliminary Letter of Finding on March 20, 2012 and a Letter of Determination issued April 4, 2013.

The Office of Housing and Community Development completed repairs to homes in the Bon Air Subdivision as part of the Voluntary Compliance Agreement issued through HUD. Currently, 107 Calhoun is the only rental property inherited through HUD findings regarding the Bon Air Subdivision.

Attached is the agenda item revising the Fiscal Year 2021 Budget of the Department of Planning and Development.

If you have questions or need additional information, please let me know.

For Office Use Only:

Manager Approval: _____

Date: _____

Fiscal Officer Approval: _____

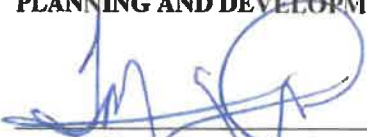
Date: _____

Office of the City Attorney

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

OFFICE OF THE CITY ATTORNEY

This ORDER REVISING THE FISCAL YEAR 2021 BUDGET OF THE DEPARTMENT OF PLANNING AND DEVELOPMENT is legally sufficient for placement in NOVUS Agenda.



Timothy Howard, *City Attorney*
Chandra Gayten, *Deputy City Attorney* CA



Date

OFFICE OF THE CITY ATTORNEY
12/16/20
CA

OFFICE OF THE CLERK
 11-16-2020

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 (WARD 7)

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 two (2) options to renew for five (5)-years each; 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 the Lease Agreement; and

WHEREAS, under the proposal from Siemens, the services provided at the Mississippi Museum of Art would be for an initial term of five (5) years with an option to renew the services agreement for an additional five years; 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 The 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.

INITIAL 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

Agenda Item #41
 Agenda Date: December 22, 2020
 (WILLIAMS, LUMUMBA)

ITEM#: _____
 AGENDA: _____
 BY: WILLIAMS, LUMUMBA

OPTION 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

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

November 2, 2020

POINTS		COMMENTS			
1.	Brief Description/Purpose	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 (WARD 7)			
2.	Public Policy Initiative 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	This project addresses initiative 6.			
3.	Who will be affected	All users of the building.			
4.	Benefits	A suitable building environment.			
5.	Schedule (beginning date)	November 1, 2020			
6.	Location: ■ WARD ■ CITYWIDE (yes or no) (area) ■ Project limits if applicable	This project is located in Ward 7			
7.	Action implemented by: ■ City Department <input checked="" type="checkbox"/> ■ Consultant <input type="checkbox"/>	This action has been implemented by the Public Works Department.			
8.	COST	ACCOUNT NUMBER: 001-453.00-6468 Total requested authorization not to exceed \$84,996.41 this fiscal year and a 3% increase for years two through ten.			
9.	Source of Funding ■ General Fund <input checked="" type="checkbox"/> ■ Grant <input type="checkbox"/> ■ Bond <input type="checkbox"/> ■ Other <input type="checkbox"/>	Funding for this project is from: General Fund			
10.	EBO participation	ABE _____ %	WAIVER	yes ___ no ___	N/A ___
		AABE _____ %	WAIVER	yes ___ no ___	N/A ___
		WBE _____ %	WAIVER	yes ___ no ___	N/A ___
		HBE _____ %	WAIVER	yes ___ no ___	N/A ___
		NABE _____ %	WAIVER	yes ___ no ___	N/A ___



**City of Jackson
Department of Public Works**

TO: Chokwe Antar Lumumba, Mayor
FROM: Charles Williams, PE, PhD, Director of Public Works
DATE: November 2, 2020

CW 11/9/2020

Council Agenda Item Brief

Agenda Item: **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 (WARD 7)**

Item #:
Council Meeting: Regular Council Meeting, November 24, 2020
Consultant/Contractor: Siemens Industry, Inc.
EBO: NA
Purpose: Authorize Planned Service Agreement

Cost: \$84,996.41 Annually

Project/Contract Type: Monitoring/Maintenance of HVAC and Security Systems
Funding Source: General Fund
Schedule/Time: To begin November 1, 2020
DPW Manager: T. Jones

Background: Renewal of Planned Service Agreements

Estimated Fees: NA

EBO Compliance Details: Waiver
AABE-____%; HBE-____; FBE-____%; ABE &
NABE-____

Talking Points: Requirement of Lease Agreement between the City of Jackson and the Mississippi Museum of Art.

Office of the City Attorney

455 East Capitol Street
Post Office Box 2779
Jackson, Mississippi 39203-2779
Telephone: (601) 960-1798
Facsimile: (601) 960-1756

OFFICE OF THE CITY ATTORNEY
11/11/21

OFFICE OF THE CITY ATTORNEY

This **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 (WARD 7)** is legally sufficient for placement in NOVUS Agenda.


TIMOTHY C. HOWARD, CITY ATTORNEY
Terry Williamson, Legal Counsel

11/11/21
DATE

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

OFFICE OF THE CITY ATTORNEY
12-22-20

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.

Agenda Item #42
Agenda Date: December 22, 2020
(WILLIAMS, LUMUMBA)

ITEM # _____
AGENDA DATE _____
BY: WILLIAMS, LUMUMBA

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

December 7, 2020

POINTS		COMMENTS																																													
1.	Brief Description/Purpose	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																																													
2.	Public Policy Initiative 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	This item addresses Items 5, 6, and 7																																													
3.	Who will be affected	Residents and businesses within the City of Jackson Corporate Limits																																													
4.	Benefits	Drainage Infrastructure																																													
5.	Schedule (beginning date)	When agreement is executed.																																													
6.	Location: ■ WARD ■ CITYWIDE (yes or no) (area) ■ Project limits if applicable	Citywide																																													
7.	Action implemented by: ■ City Department <input checked="" type="checkbox"/> ■ Consultant <input type="checkbox"/>	This project was implemented by the Engineering Division.																																													
8.	COST	\$73,150.00																																													
9.	Source of Funding ■ General Fund <input type="checkbox"/> ■ Grant <input type="checkbox"/> ■ Bond <input type="checkbox"/> ■ Other <input checked="" type="checkbox"/>	31 521206417 31 522106417																																													
10.	EBO participation	<table border="0"> <tr> <td>ABE</td><td>_____ %</td> <td>WAIVER</td><td>yes</td><td>___</td> <td>no</td><td>___</td> <td>N/A</td><td>___</td> </tr> <tr> <td>AABE</td><td>_____ %</td> <td>WAIVER</td><td>yes</td><td>___</td> <td>no</td><td>___</td> <td>N/A</td><td>___</td> </tr> <tr> <td>WBE</td><td>_____ %</td> <td>WAIVER</td><td>yes</td><td>___</td> <td>no</td><td>___</td> <td>N/A</td><td>___</td> </tr> <tr> <td>HBE</td><td>_____ %</td> <td>WAIVER</td><td>yes</td><td>___</td> <td>no</td><td>___</td> <td>N/A</td><td>___</td> </tr> <tr> <td>NABE</td><td>_____ %</td> <td>WAIVER</td><td>yes</td><td>___</td> <td>no</td><td>___</td> <td>N/A</td><td>___</td> </tr> </table>	ABE	_____ %	WAIVER	yes	___	no	___	N/A	___	AABE	_____ %	WAIVER	yes	___	no	___	N/A	___	WBE	_____ %	WAIVER	yes	___	no	___	N/A	___	HBE	_____ %	WAIVER	yes	___	no	___	N/A	___	NABE	_____ %	WAIVER	yes	___	no	___	N/A	___
ABE	_____ %	WAIVER	yes	___	no	___	N/A	___																																							
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WBE	_____ %	WAIVER	yes	___	no	___	N/A	___																																							
HBE	_____ %	WAIVER	yes	___	no	___	N/A	___																																							
NABE	_____ %	WAIVER	yes	___	no	___	N/A	___																																							

MEMORANDUM

To: Mayor Chokwe Antar Lumumba

From: Charles Williams Jr., PE, PhD
Director/City Engineer



Date: December 7, 2020

Subject: Agenda Item for City Council Meeting

Attached you will find an item requesting authorization to execute an agreement with the USGS for stream gaging data on several drainage channels. The agreement will cost \$73,150.00 for FY 2020/2021.

Public Works recommends approval of this agenda item. If you have any questions or comments, please do not hesitate to call me at (601) 960-2091.



United States Department of the Interior

U.S. GEOLOGICAL SURVEY
Jackson Office
308 South Airport Rd.
Jackson, Mississippi 39208
601-933-2900

August 24, 2020

Dr. Charles Williams Jr., P.E.
Interim Director/City Engineer
Public Works Department, City of Jackson
P.O. Box 17
Jackson, Mississippi 39205

Dear Dr. Williams:

Enclosed are two copies of a Joint-Funding Agreement to continue our cooperative data-collection program for the period of October 1, 2020 to September 30, 2021. This agreement will provide funding for the collection of continuous stage and discharge data for one site; high-flow stage and discharge data for seven sites; continuous stage at two sites; and annual peak stage and discharge for three sites.

The stream gaging program will remain the same as in FY2020 with one notable exception, the funding associated with the operation and maintenance of the stream gage on the Pearl River at Highway 80 (USGS Station #02486000) will be redirected to fund a gage on the Pearl River at Highway 25 (USGS Station #02485735) a previously ungaged location where during the February flood event absence of data on the current conditions at the site, and a corresponding stage-discharge rating to forecast a water level from a projected release from the reservoir significantly limited the ability of State and local managers to identify and respond to residents and businesses located in vulnerable areas. Additional funding for this gage is being provided by other partners to add equipment for stream-velocity data which will improve the accuracy and timeliness of computed flows. The operation and maintenance of the Pearl River at Highway 80 at Jackson will now be provided through the USGS National Streamflow Information Program (NSIP).

All real-time sites in the Pearl River Basin utilize satellite-data transmissions. These data are available as a tool to manage our State's water resources during hydrologic extremes such as periods of low flow or drought, and/or periods of high flow when flood warning becomes a critical element in the effort to minimize property damage and loss of life. The most efficient mode of access to this data is via our local Web site (ms.water.usgs.gov). More extensive data are available at the national USGS Web site (water.usgs.gov/nwis).

Work performed with funds from this agreement will be operated on a fixed price basis and will be billed quarterly. The results of work under this agreement will be available for publication by the U.S. Geological Survey.

Table 1. Stations and funding for the proposed FY2021 cooperative streamgaging program between the City of Jackson, Mississippi and the U.S. Geological Survey.

Station ID and Location	Data collected	City of Jackson FY 2020	City of Jackson FY 2021	USGS Match	Total
02485650, Purple Creek at Jackson	Peak Stage and Discharge	\$1,600	\$1,600	\$ 800	\$2,400
02485700, Hanging Moss Creek near Jackson	High Flow Stage and Discharge	\$5,440	\$5,440	\$3,635	\$9,075
02485714, White Oak Creek near Tougaloo, MS	Peak Stage and Discharge	\$1,600	\$1,600	\$ 800	\$2,400
02485720, White Oak Creek at Jackson	High Flow Stage and Discharge	\$9,075	\$9,075		\$9,075
02485735, Pearl River at Highway 25 at Jackson	Continuous Stage and Discharge		\$9,500	\$3,500	\$13,000*
02485777, Eubanks Creek at Eagle Ave	High Flow Stage and Discharge	\$9,075	\$9,075		\$9,075
02485800, Eubanks Creek at Jackson	High Flow Stage and Discharge	\$5,440	\$5,440	\$3,635	\$9,075
02485810, Belhaven Creek at Riverside Drive	Stage Only	\$6,750	\$6,750		\$6,750
02485820, Belhaven Creek at Laurel Street	Stage Only	\$6,750	\$6,750		\$6,750
02485950, Town Creek at Jackson	High Flow Stage and Discharge	\$5,440	\$5,440	\$3,635	\$9,075
02486000, Pearl River at Jackson	Continuous Stage and Discharge	\$9,460			
02486100, Lynch Creek at Jackson	High Flow Stage and Discharge	\$5,440	\$5,440	\$3,635	\$9,075
02486115, Three Mile Creek at Jackson	Peak Stage and Discharge	\$1,600	\$1,600	\$ 800	\$2,400

02486350, Cany Creek at Jackson	High Flow Stage and Discharge	\$5,440	\$5,440	\$3,635	\$9,075
Total Program		\$73,110	\$73,150	\$24,075	\$99,725

If this proposed program meets your approval, please sign and return one copy of this agreement to the attention of Markeshia Watson, Administrative Specialist at the address of 3535 S. Sherwood Forest Boulevard, Ste. 120 Baton Rouge, LA. 70816. Your technical point of contact for this agreement will continue to be Michael Runner at 601-933-2941. For administrative or billing matters, please contact Markeshia at 225-615-6305.

Sincerely,

DIANNA
HOGAN
 Digitally signed by
 DIANNA HOGAN
 Date: 2020.08.25
 Diana Hogan, Acting Director
 LMG Water Science Center

Form 9-1366
(May 2018)

U.S. Department of the Interior
U.S. Geological Survey
Joint Funding Agreement
FOR
Water Resource Investigations

Customer #: 6000001499
Agreement #: 21MLJFAMSDA089
Project #: ML009Z5
TIN #: 64-6000503

Fixed Cost Agreement YES[X] NO[]

THIS AGREEMENT is entered into as of the October 1, 2020, by the U.S. GEOLOGICAL SURVEY, Lower Mississippi-Gulf Water Science Center, UNITED STATES DEPARTMENT OF THE INTERIOR, party of the first part, and the City of Jackson, MS party of the second part.

1. The parties hereto agree that subject to the availability of appropriations and in accordance with their respective authorities there shall be maintained in cooperation the collection of continuous stage and discharge data for one site; high-flow stage and discharge data for seven sites; continuous stage at two sites; and annual peak stage and discharge for three sites, herein called the program. The USGS legal authority is 43 USC 36C; 43 USC 50, and 43 USC 50b.

2. The following amounts shall be contributed to cover all of the cost of the necessary field and analytical work directly related to this program. 2(b) include In-Kind-Services in the amount of \$0.00

- (a) \$24,075 by the party of the first part during the period October 1, 2020 to September 30, 2021
- (b) \$73,150 by the party of the second part during the period October 1, 2020 to September 30, 2021
- (c) Contributions are provided by the party of the first part through other USGS regional or national programs, in the amount of: \$0

Description of the USGS regional/national program:

- (d) Additional or reduced amounts by each party during the above period or succeeding periods as may be determined by mutual agreement and set forth in an exchange of letters between the parties.
- (e) The performance period may be changed by mutual agreement and set forth in an exchange of letters between the parties.

3. The costs of this program may be paid by either party in conformity with the laws and regulations respectively governing each party.

4. The field and analytical work pertaining to this program shall be under the direction of or subject to periodic review by an authorized representative of the party of the first part.

5. The areas to be included in the program shall be determined by mutual agreement between the parties hereto or their authorized representatives. The methods employed in the field and office shall be those adopted by the party of the first part to insure the required standards of accuracy subject to modification by mutual agreement.

6. During the course of this program, all field and analytical work of either party pertaining to this program shall be open to the inspection of the other party, and if the work is not being carried on in a mutually satisfactory manner, either party may terminate this agreement upon 60 days written notice to the other party.

7. The original records resulting from this program will be deposited in the office of origin of those records. Upon request, copies of the original records will be provided to the office of the other party.

8. The maps, records or reports resulting from this program shall be made available to the public as promptly as possible. The maps, records or reports normally will be published by the party of the first part. However, the party of the second part reserves the right to publish the results of this program, and if already published by the party of the first part shall, upon request, be furnished by the party of the first part, at cost, impressions suitable for purposes of reproduction similar to that for which the original copy was prepared. The maps, records or reports published by either party shall contain a statement of the cooperative relations between the parties. The Parties acknowledge that scientific information and data developed as a result of the Scope of Work (SOW) are subject to applicable USGS review, approval, and release requirements, which are available on the USGS Fundamental Science Practices website (<https://www.usgs.gov/about/organization/science-support/science-quality-and-integrity/fundamental-science-practices>).

Form 9-1366
(May 2018)

U.S. Department of the Interior
U.S. Geological Survey
Joint Funding Agreement
FOR
Water Resource Investigations

Customer #: 6000001499
Agreement #: 21MLIFAMSDA089
Project #: ML009Z5
TIN #: 64-6000503

9. Billing for this agreement will be rendered quarterly. Invoices not paid within 60 days from the billing date will bear Interest, Penalties, and Administrative cost at the annual rate pursuant the Debt Collection Act of 1982, (codified at 31 U.S.C. § 3717) established by the U.S. Treasury.

USGS Technical Point of Contact

Name: Michael Runner
Supervisory Hydrologist
Address: 308 S. Airport Road
Jackson, MS 39208
Telephone: (601) 933-2941
Fax: (601) 933-2901
Email: msrunner@usgs.gov

Customer Technical Point of Contact

Name: Charles Williams Jr.
Director of Public Works
Address: 200 S President St., Suite 523 P.O. Box
17
Jackson, MS 39205
Telephone: (601) 960-2091
Fax: (601) 960-1174
Email: cwilliams@city.jackson.ms.us

USGS Billing Point of Contact

Name: Markeshia Watson
Administrative Specialist
Address: 3535 South Sherwood Forest Blvd.
Baton Rouge, LA 70816
Telephone: (225) 298-5481 Ext 3106
Fax:
Email: mwatson@usgs.gov

Customer Billing Point of Contact

Name: Charles Williams Jr.
Director of Public Works
Address: 200 S President St., Suite 523 P.O. Box
17
Jackson, MS 39205
Telephone: (601) 960-2091
Fax: (601) 960-1174
Email: cwilliams@city.jackson.ms.us

U.S. Geological Survey
United States
Department of Interior

City of Jackson, MS

Signature

By DIANNA HOGAN
Name: Dianna M. Hogan
Title: Acting Director, LMG Water Science Center

Digitally signed by DIANNA HOGAN
Date: 2020.08.25 08:42:11 -0400

Signatures

By _____ Date: _____

Name:
Title:

By _____ Date: _____

Name:
Title:

By _____ Date: _____

Name:
Title:

Office of the City Attorney

455 East Capitol Street
Post Office Box 2779
Jackson, Mississippi 39201-2779
Telephone: (601) 960-1799
Facsimile: (601) 960-1756

OFFICE OF THE CITY ATTORNEY
12/14/20

OFFICE OF THE CITY ATTORNEY

This **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** is legally sufficient for placement in NOVUS Agenda.


TIMOTHY C. HOWARD, CITY ATTORNEY
Terry Williamson, Legal Counsel 


DATE

OFFICE OF THE CLERK OF THE COURT
12-14-20
\$29

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.

ITEM #

Agenda Item #43
Agenda Date: December 22, 2020
(WILLIAMS, LUMUMBA)

DATE:

BY:

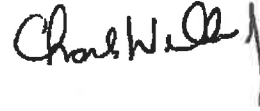
WILLIAMS, LUMUMBA

COUNCIL AGENDA ITEM 10 POINT DATA SHEET
December 11, 2020

POINTS		COMMENTS																																													
1.	Brief Description/Purpose	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)																																													
2.	Public Policy Initiative 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	This item addresses Items 5, 6 and 7.																																													
3.	Who will be affected	Citizens of Jackson, Mississippi																																													
4.	Benefits	Water Infrastructure Improvements																																													
5.	Schedule (beginning date)	When agreement is executed.																																													
6.	Location: ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable	This project is in Ward 7.																																													
7.	Action implemented by: ▪ City Department <input checked="" type="checkbox"/> ▪ Consultant <input type="checkbox"/>	This project was implemented by the Engineering Division.																																													
8.	COST	Bond Fee: \$750.00																																													
9.	Source of Funding ▪ General Fund <input type="checkbox"/> ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input checked="" type="checkbox"/>	372 52290 6826																																													
10.	EBO participation	<table border="0"> <tr> <td>ABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>___</td> </tr> <tr> <td>AABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>___</td> </tr> <tr> <td>WBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>___</td> </tr> <tr> <td>HBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>___</td> </tr> <tr> <td>NABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>___</td> </tr> </table>	ABE	_____ %	WAIVER	yes	___	no	___	N/A	___	AABE	_____ %	WAIVER	yes	___	no	___	N/A	___	WBE	_____ %	WAIVER	yes	___	no	___	N/A	___	HBE	_____ %	WAIVER	yes	___	no	___	N/A	___	NABE	_____ %	WAIVER	yes	___	no	___	N/A	___
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HBE	_____ %	WAIVER	yes	___	no	___	N/A	___																																							
NABE	_____ %	WAIVER	yes	___	no	___	N/A	___																																							

To: Mayor, Chokwe Antar Lumumba

From: Charles Williams Jr., PE, PhD
Director of Public Works/City Engineer



Date: December 11, 2020

Subject: Agenda Item for City Council Meeting

Attached you will find an item for the above-mentioned agenda requesting authorization to pay an amount not to exceed \$750.00 to the Fisher Brown Bottrell Insurance, Inc. for bonds to perform work within MDOT's right of way for the 48" Water Transmission Main (Silas Brown Street).

It is the recommendation of this office that this item be approved. If you have any questions or comments, please do not hesitate to call me at (601) 960-2091.

MND-002
Rev. 2011

PERMIT NO. _____

Applicant Contact Name: Charles Williams, P.E.

Applicant Contact Phone #: (601) 980-1651

**MISSISSIPPI DEPARTMENT OF TRANSPORTATION
APPLICATION FOR PERMIT TO CONSTRUCT PIPELINE ALONG
OR ACROSS STATE HIGHWAY AND AGREEMENT OF APPLICANT
GIVEN IN CONSIDERATION OF SAID PERMIT**

(Please Print) Name: City of Jackson, Ms Address: P.O. Box 17

_____	Company (or) Individual	_____	Street/Route
<u>Jackson</u>	<u>Hinds</u>	<u>MS</u>	<u>39205</u>
<u>City</u>	County	State	Zip Code

herein called the applicant, who at the present time proposes to construct a pipeline along or across Highway No. 80
between State Street and Pearl River

Latitude (decimal degrees) 32.282457 Longitude (decimal degrees) -90.183684

in Hinds County, Mississippi, does hereby make application to the Mississippi Department of Transportation, the duly authorized agent for the Mississippi Transportation Commission, for permission to construct the said pipeline mentioned above and shown herein below and in consideration of this permit being granted to said applicant for the construction of the pipeline, said applicant does hereby agree to construct the pipeline in accordance with the plan shown herein below and does further agree, with full understanding of the terms thereof, to all of the following provisions:

- (a) That the Mississippi Department of Transportation does not purport to grant to said applicant any right, title, claim or easement in or upon said highway or right-of-way appurtenant thereto.
- (b) That the said Mississippi Department of Transportation may at any time require and compel the removal, reconstruction or relocation of said pipeline or any appurtenance thereto herein described, shown or referred to, when said Mississippi Department of Transportation deems it necessary. Unless the applicant, its heirs, assigns or legal representatives, qualify under Section 65-1-8(2)(e) Mississippi Code (1972) Annotated and/or the parties have agreed otherwise in a Utility Agreement, all expense of said removal, reconstruction or relocation is to be borne exclusively by the applicant, and the Mississippi Department of Transportation is to be in no way liable.
- (c) Said applicant hereby expressly agrees for himself, his heirs, assigns and legal representatives, that upon request of said Mississippi Department of Transportation, he will without delay either reconstruct, remove or move the facility herein described to another location, all in accordance with the terms of the request so made by the said Mississippi Department of Transportation. It is distinctly understood that said new location will be made or designated by said Mississippi Department of Transportation after agreement with said applicant or its successors, if possible. It is further understood and agreed that, if this permit is granted and acted upon by the said applicant, the said Mississippi Department of Transportation will use all reasonable effort to avoid the necessity of requesting that the herein mentioned facility be removed, moved, altered, or reconstructed.
- (d) The plan of proposed construction set out below is incorporated herein by reference and made a part of this application, as if fully copied out herein in words and figures.
- (e) It is agreed that this permit is void if all work shown on this plan is not completed in accordance with this plan within one year after date of approval.
- (f) It is expressly agreed that no trees or shrubs on the highway right-of-way will be cut, trimmed, or damaged during the construction or maintenance of this work or facility except as expressly shown herein below.
- (g) All sod disturbed by the proposed work shall be neatly dressed and grassed in accordance with the vegetation schedule outlined elsewhere in this permit. The applicant shall maintain the dressed and grassed area for a sufficient length of time to insure a growing sod.
- (h) The applicant is responsible for any conflicts with other utilities on the highway right-of-way and is to secure permission from said utilities for said conflicts and for any necessary alterations.
- (i) The applicant accepts the responsibility of the safety of the travelling public and his/her workers and agrees to furnish, place and maintain traffic control devices, if required, in accordance with Part 6 of the Manual On Uniform Traffic Control Devices For Streets and Highways (MUTCD), Current Edition as a minimum. The applicant shall attach a special traffic control plan to the application if special traffic control details are required.
- (j) All work associated with this permit shall be designed, detailed and constructed in accordance with the Department's Roadway and Bridge Design Manuals and Standard Drawings and the Mississippi Standard Specifications for Road and Bridge Construction.
- (k) A copy of the approved plan is to be kept at the site of the work at all times during construction.
- (l) The applicant does hereby covenant and agree to indemnify and hold harmless the Mississippi Transportation Commission and the Mississippi Department of Transportation from and against any claims, actions, suits, causes or demands, including court costs and reasonable attorney's fees, proximately resulting from acts or omissions of the applicant, or applicant's servants, agents or employees in the construction and maintenance of all facilities outlined under this permit.

MND-002
Rev. 2011

PERMIT NO. _____

Witness my signature this 12th day of March 2018, which is applicable to sheets 1
through 4 of permit number _____.

Charles Williams

Signature of Applicant

By: Charles Williams, P.E. Engineering Manager
Printed Name and Title

STATE OF MISSISSIPPI
COUNTY OF Hinds

Personally appeared before me, the undersigned authority, Charles Williams Jr whose
Printed Name of Applicant

names(s) is subscribed to this instrument as the Engineering Manager of
is/are Title of Applicant

CITY of Jackson, MS

Name of Company (or) Individual

who having been first fully sworn acknowledged that they

executed the above agreement as the act and deed of the said applicant for the purpose and consideration and in the capacity therein expressed and on the date above written.

Given under my hand and seal of office this the 20th day of March 2018

My Commission Expires:
11/13/2021



Kenya Dixon

Signature of Notary Officer

Field Inspection By: Jeff Walker 4/3 2018

Approved: MISSISSIPPI DEPARTMENT OF TRANSPORTATION

James Williams

Deputy Executive Director/Chief Engineer

By: _____ 20__

Brian D. Ratliff District Engineer

Installation Inspection By: _____ 20__

MND-005
Rev. 2-93

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

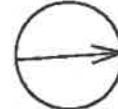
Supplement to:
MND-001
MND-002
MND-004

Sheet No.: 3 of 4

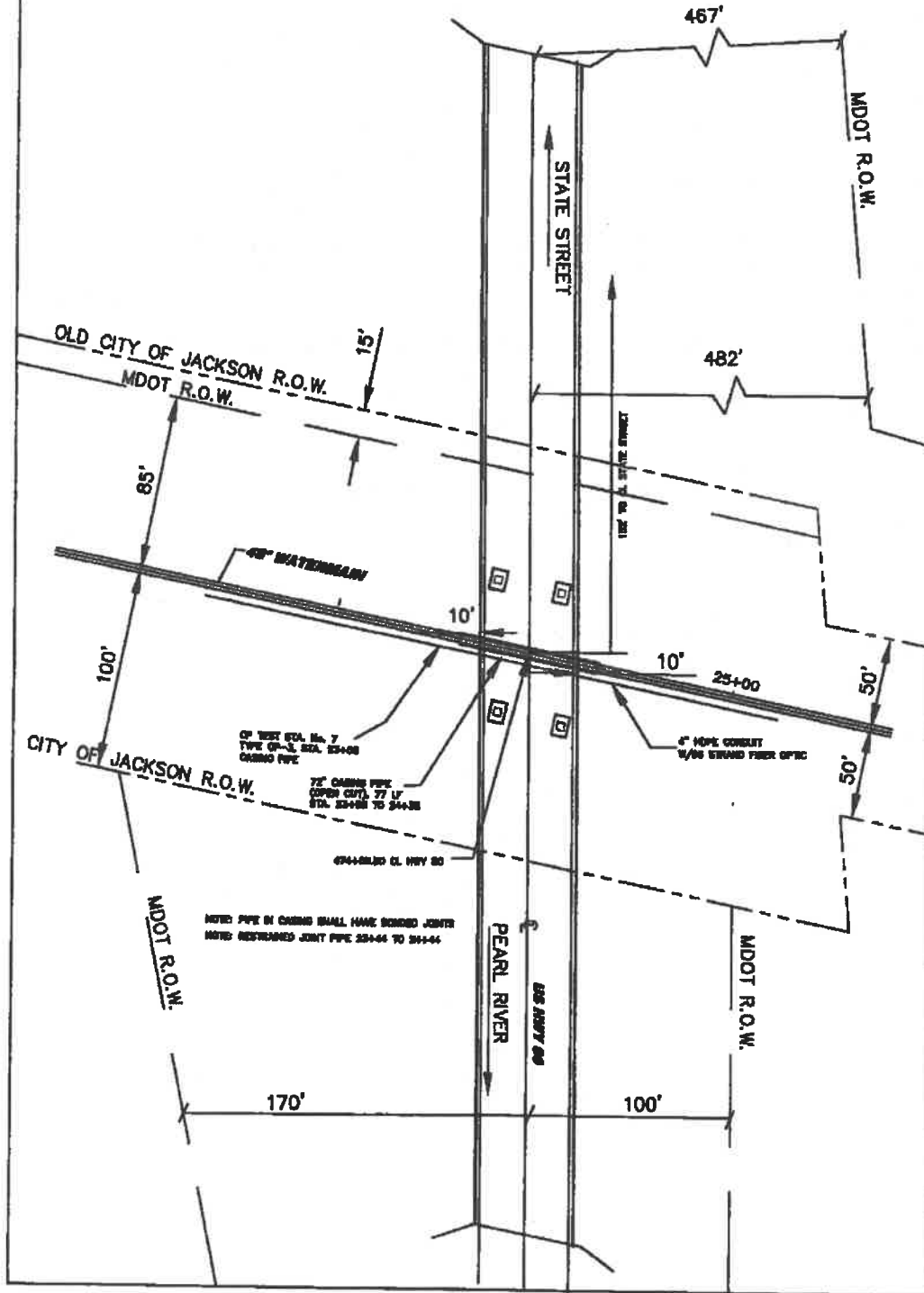
Permit No.: _____

PROJ. NO. 1-85-2(2)05

REVISIONS			
APPLICANT		MDOT	
DATE	BY	DATE	BY



Show North
SCALE 1"=80'



5-18-25-80-0132

MND-005
Rev. 2-93

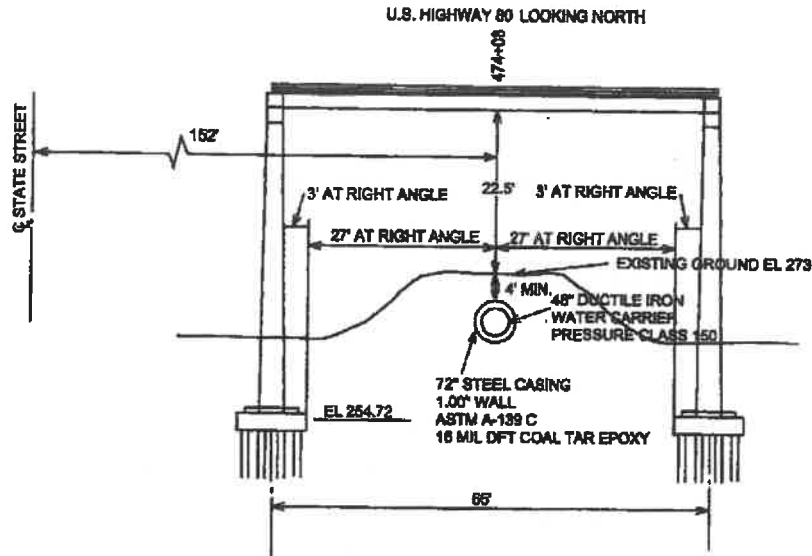
MISSISSIPPI DEPARTMENT OF TRANSPORTATION

Supplement to:
MND-001
MND-002
MND-004

Sheet No.: 4 of 4

Permit No.: _____

REVISIONS			
APPLICANT		MDOT	
DATE	BY	DATE	BY



SHEET NO. _____ OF _____
PERMIT NO. _____

REVISIONS			
APPLICANT		MDOT	
DATE	BY	DATE	BY



Erosion control implementation schedule:

Phase 1: BMP's are to be installed before any major land disturbing activity. Silt fence is to be installed as depicted in the Erosion Control Plan Sheet and along the perimeter of the downstream side of any disturbed areas.

Phase 2: Soil stabilization - vegetative stabilization measures must be initiated whenever any clearing, grading, excavating or other land disturbing activities have temporarily or permanently ceased on any portion of the site and will not resume for a period of fourteen (14) days or more. The appropriate temporary or permanent vegetative practices shall be implemented within seven (7) calendar days.
See Temporary Vegetation Schedule

Phase 3: Upon completion of work, any remaining permanent erosion control measures will be installed and any required permanent grazing will be finished.
See Permanent Grazing Schedule

Refer to attached MDOT standard drawings for details on installation

VEGETATION SCHEDULE

1000 All soil preparation, fertilizing, sprigging, seeding and work applied to same shall be in accordance with the following procedure and schedule.

- SHAPE AREA.** Shape all areas to typical cross section and dress same as required by the permit.
- SPREAD FERTILIZER AND PREPARE SEED BED.** The required fertilizer and agricultural limestone shall be spread uniformly over the area to be top seeded. After the fertilizer and limestone has been spread, the area shall be thoroughly pulverized and the fertilizer incorporated in the top four (4) inches of the graded areas.
- KIND AND QUANTITY OF FERTILIZER.** fertilizer and agriculture limestone shall be applied at the following rates:

Combination fertilizer	- 13-13-13	- 600 lbs. per acre
Agricultural limestone	-	2 tons per acre
- SEEDING AND/OR SODDING.** Seeding and/or sodding is required on disturbed areas specified in the permit or by a representative of the Department. All areas should receive the seeding as follows:

Permanent Grazing Schedule		
Common Bermuda	- 15 lbs. per acre	- year round
Bahia	- 30 lbs. per acre	- year round
Fescue (Ky.31)	- 20 lbs. per acre	- August 1 - April 1
Crimson Clover	- 15 lbs. per acre	- August 1 - April 1
Temporary Grazing Schedule		
Rye Grass	- 25 lbs. per acre	- September 1 - March 31
Oats	- 90 lbs. per acre	- September 1 - December 15

No Crimson Clover or Bahia grass is to be planted in the Delta and no Bahia grass is to be planted in city sections

MND-685
REV. 2-83

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

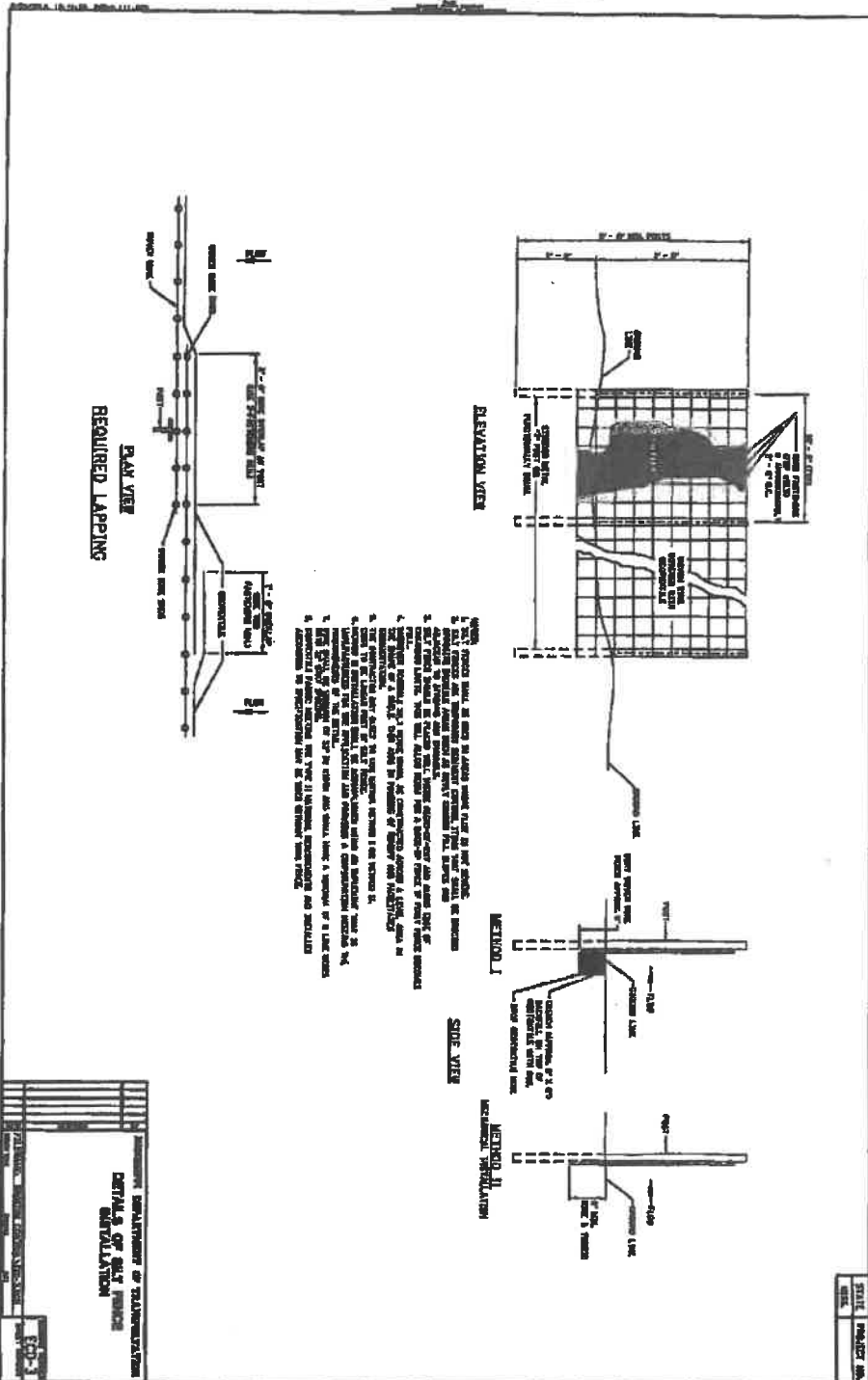
SUPPLEMENT TO
MND-685
REV. 2-83

SHEET NO. _____ OF _____
PERMIT NO. _____

REVISIONS			
APPLICANT		MDOT	
DATE	BY	DATE	BY



SHOW NORTH



STATE PROJECT NO.
SHEET NO.

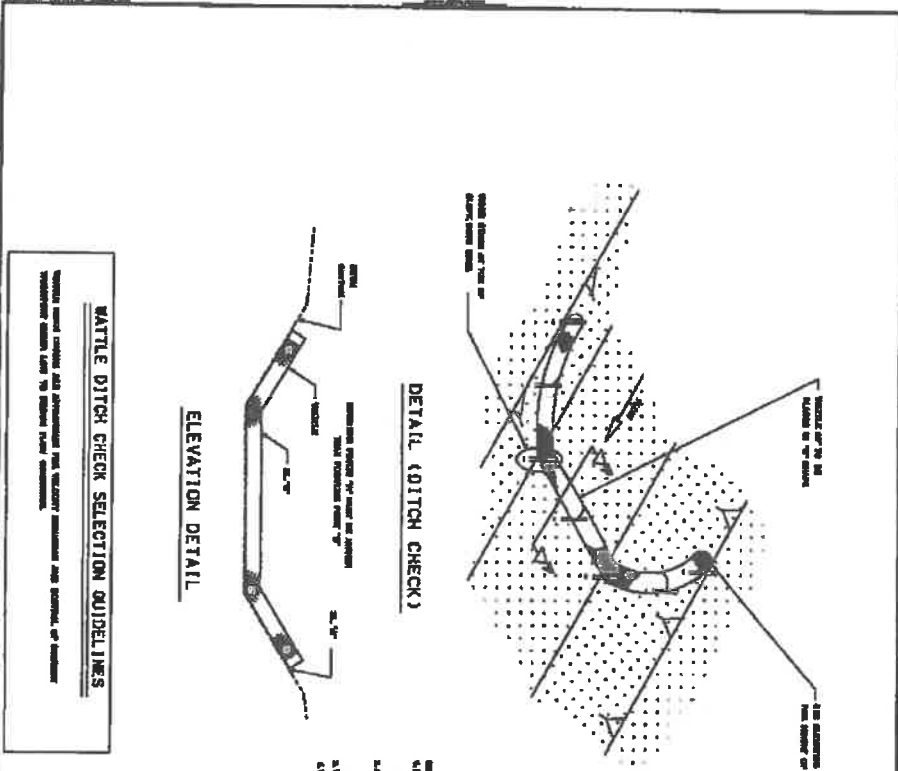
MND-685
REV. 2-93

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SUPPLEMENT TO:
MND-685
REV. 1-80
MND-684

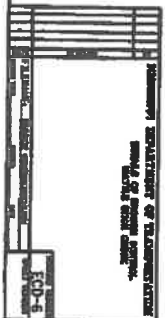
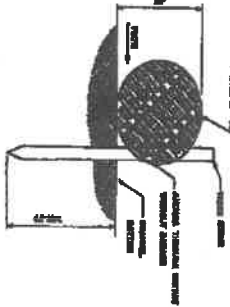
SHEET NO. _____ OF _____
PERMIT NO. _____

REVISIONS			
APPLICANT		WDOT	
DATE	BY	DATE	BY



BATTLE DITCH CHECK SELECTION GUIDELINES
 Select the most suitable and economical type of structure based on the velocity, discharge and depth of water. Consider the following factors when making your selection:

NOTES:
 1. Select the structure based on the velocity, discharge and depth of water.
 2. Select the structure based on the velocity, discharge and depth of water.
 3. Select the structure based on the velocity, discharge and depth of water.
 4. Select the structure based on the velocity, discharge and depth of water.
 5. Select the structure based on the velocity, discharge and depth of water.



DATE: _____
 DRAWN BY: _____
 CHECKED BY: _____

Sheet No.: _____ of _____

Permit No.: _____

**CALL MISSISSIPPI 811
BEFORE WORK STARTS**

REVISIONS			
APPLICANT		MDOT	
DATE	BY	DATE	BY

Applicant agrees to assume full responsibility for safeguarding and directing traffic in accordance with the Manual Uniform Traffic Control Devices (MUTCD) during this work. All signs and traffic control devices are to be removed from roadway when not in use.

In accordance with the Code of Federal Regulations (CFR) Part 23 – Rule – 634.3— All workers within the right of way of a Federal-aid highway who are exposed either to traffic (vehicles using the highway for purposes of travel) and/or to construction equipment within the work area shall wear high-visibility safety apparel. High-visibility safety apparel is that which meets the Performance Class 3 of ANSI/SEA 107-2004 "American National Standard for High-Visibility Safety Apparel and Headwear."

All sod disturbed by the proposed work is to be replaced by applicant and maintained for sufficient length of time to ensure a living and growing sod.

The Mississippi Department of Transportation does not purport to grant permission for, or to become party to any work that will change the flow of existing water on or off State property or to change the disposition of floodwaters.

As a condition for the approval of this permit application, the applicant agrees to perform work as shown on the application, make any necessary repairs of damages to the right-of-way, roadway slopes, shoulders, or pavement, all to the satisfaction of the Department of Transportation Commission and to save the Commission harmless as to all claims arising from work performed under this permit.

It is understood and agreed that any encroachments on adjoining property owners will be secured with easements from said property owners.

The applicant is to give the Permit Department of the MS Department of Transportation notice **forty-eight (48) hours** in advance the time the actual work is begun. Our telephone number is 601-683-3771.

It is expressly agreed that no equipment and/or materials will be laid out and/or stored within 30 feet of the edge of pavement.

All encasements are to be engineer certified **HDPE pipe**.

A copy of the approved plan is to be kept at the site of the work at all times during construction.

The applicant agrees to assume the responsibility for obtaining any and all necessary permits from any other regulating entity prior to beginning any work on state maintained right of way. This can include entities such as but not limited to the municipality, county, MS State Department of Environmental Quality (DEQ) and the United States Corps of Engineers.

The permitted area is subject to inspection by the Mississippi Department of Transportation to ensure compliance with the provisions of the erosion control plan included in this permit.

Incident weather conditions may require work to be postponed until work can be performed without unnecessary damage to the right-of-way.

The applicant agrees to ensure that any disturbed areas that are not permanently stabilized, and are not scheduled for any activity to take place for 14 days or more, are seeded within seven (7) days of the disturbance.

All open excavation (bore pits, splice pits, etc.) left overnight shall be encircled with barricade to prevent accidental entry while construction is idle. Work shall be scheduled in a manner to minimize the amount of time pits are left open.

Vehicles and equipment shall not be parked at **ANYTIME** on the shoulder of the highway. Tracking of mud or debris onto roadway **WILL NOT BE ALLOWED**.

Any violations of the stated requirements shall result in a stop work order.

END-002
Rev. 2011

PERMIT NO. _____

Applicant Contact Name: Charles Williams, P.E.

Applicant Contact Phone #: (801) 980-1651

**MISSISSIPPI DEPARTMENT OF TRANSPORTATION
APPLICATION FOR PERMIT TO CONSTRUCT PIPELINE ALONG
OR ACROSS STATE HIGHWAY AND AGREEMENT OF APPLICANT
GIVEN IN CONSIDERATION OF SAID PERMIT**

(Please Print) Name: City of Jackson, Ms Address: P.O. Box 17

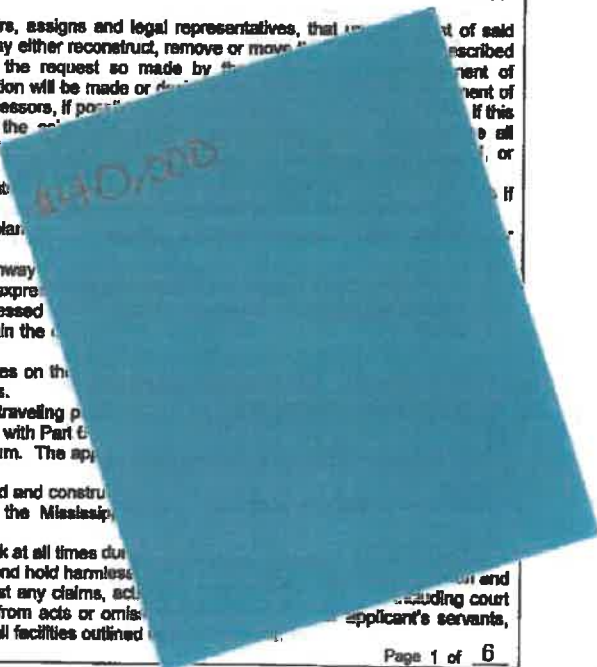
 Company (or) Individual _____ Street/Route _____
Jackson Hinds MS 39205
 City County State Zip Code

herein called the applicant, who at the present time proposes to construct a pipeline along or across Highway No. I-20
 between I-55 and GALLATIN STREET

Latitude (decimal degrees) 32.277134 Longitude (decimal degrees) -90.186350

In Hinds County, Mississippi, does hereby make application to the Mississippi Department of Transportation, the duly authorized agent for the Mississippi Transportation Commission, for permission to construct the said pipeline mentioned above and shown herein below and in consideration of this permit being granted to said applicant for the construction of the pipeline, said applicant does hereby agree to construct the pipeline in accordance with the plan shown herein below and does further agree, with full understanding of the terms thereof, to all of the following provisions:

- (a) That the Mississippi Department of Transportation does not purport to grant to said applicant any right, title, claim or easement in or upon said highway or right-of-way appurtenant thereto.
- (b) That the said Mississippi Department of Transportation may at any time require and compel the removal, reconstruction or relocation of said pipeline or any appurtenance thereto herein described, shown or referred to, when said Mississippi Department of Transportation deems it necessary. Unless the applicant, its heirs, assigns or legal representatives, qualify under Section 85-1-8(2)(e) Mississippi Code (1972) Annotated and/or the parties have agreed otherwise in a Utility Agreement, all expense of said removal, reconstruction or relocation is to be borne exclusively by the applicant, and the Mississippi Department of Transportation is to be in no way liable.
- (c) Said applicant hereby expressly agrees for himself, his heirs, assigns and legal representatives, that if the location of said Mississippi Department of Transportation, he will without delay either reconstruct, remove or move to another location, all in accordance with the terms of the request so made by the Mississippi Department of Transportation. It is distinctly understood that said new location will be made or determined by the Mississippi Department of Transportation after agreement with said applicant or its successors, if possible. If this permit is granted and acted upon by the said applicant, the applicant shall make all reasonable effort to avoid the necessity of requesting that the pipeline be reconstructed.
- (d) The plan of proposed construction set out below is incorporated into this permit and is fully copied out herein in words and figures.
- (e) It is agreed that this permit is void if all work shown on this plan is not completed after date of approval.
- (f) It is expressly agreed that no trees or shrubs on the highway shall be removed in connection with the construction or maintenance of this work or facility except as expressly provided herein.
- (g) All sod disturbed by the proposed work shall be neatly dressed and seeded in accordance with the standards outlined elsewhere in this permit. The applicant shall maintain the sod during the construction to insure a growing sod.
- (h) The applicant is responsible for any conflicts with other utilities on the highway and shall insure said utilities for said conflicts and for any necessary alterations.
- (i) The applicant accepts the responsibility of the safety of the traveling public and shall maintain traffic control devices, if required, in accordance with Part 6 of the Manual of Streets and Highways (MUTCD), Current Edition as a minimum. The applicant shall submit an application if special traffic control details are required.
- (j) All work associated with this permit shall be designed, detailed and constructed in accordance with the Mississippi and Bridge Design Manuals and Standard Drawings and the Mississippi Department of Transportation Construction.
- (k) A copy of the approved plan is to be kept at the site of the work at all times during the construction.
- (l) The applicant does hereby covenant and agree to indemnify and hold harmless the Mississippi Department of Transportation from and against any claims, actions, damages, including court costs and reasonable attorney's fees, proximately resulting from acts or omissions of the applicant, its agents or employees in the construction and maintenance of all facilities outlined herein.



MND-002
Rev. 2011

PERMIT NO. _____

Witness my signature this 12th day of March 20 18, which is applicable to sheets 1
through 6 of permit number _____.

Charles Williams Jr.
Signature of Applicant

By: Charles Williams, P.E. Engineering Manager
Printed Name and Title

STATE OF MISSISSIPPI
COUNTY OF Hinds

Personally appeared before me, the undersigned authority, Charles Williams Jr. whose
Printed Name of Applicant
names(s) is subscribed to this instrument as the Engineering Manager of
^{is/are} City of Jackson, MS Title of Applicant

City of Jackson, MS Name of Company (or) Individual who having been first fully sworn acknowledged that they
executed the above agreement as the act and deed of the said applicant for the purpose and consideration and in the capacity
therein expressed and on the date above written.

Given under my hand and seal of office this the 21 day of March 20 18

Vanessa Henderson
Signature of Notary Officer

My Commission Expires:



Field Inspection By: Jeff Walker 4/3 2018

Approved: MISSISSIPPI DEPARTMENT OF TRANSPORTATION
James Williams
Deputy Executive Director/Chief Engineer

By: Bradley G. Williams Assistant State Maint Engineer 20

Installation Inspection By: _____ 20

5-18-25-20-0107

MND-005
Rev. 2-93

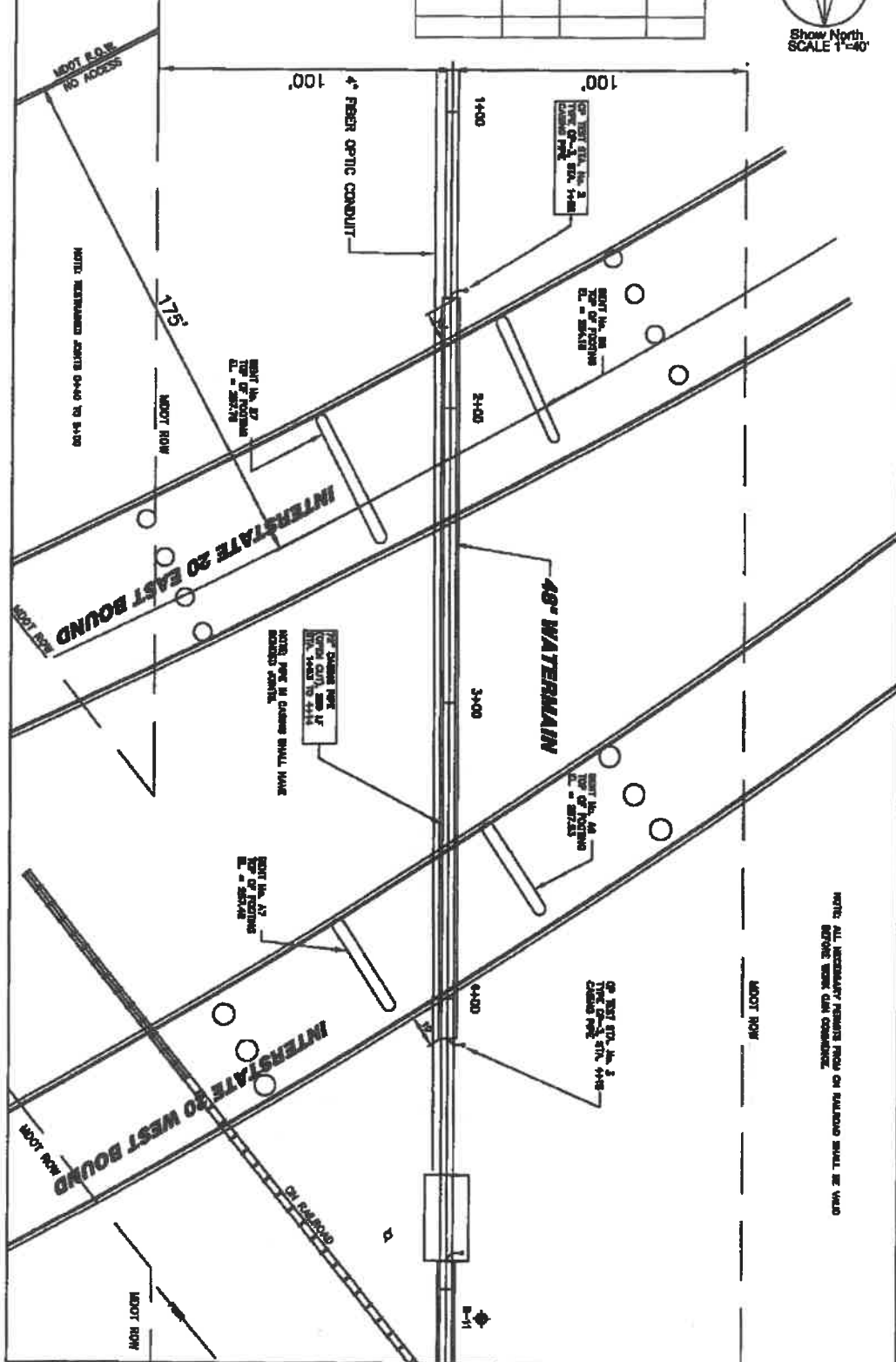
MISSISSIPPI DEPARTMENT OF TRANSPORTATION

Supplement to:
MND-001
MND-002
MND-004

Sheet No.: 4 of 6

Permit No.:

REVISIONS			
APPLICANT		MDOT	
DATE	BY	DATE	BY



NOTE: ALL NECESSARY PERMITS FROM OR RAILROAD SHALL BE OBTAINED BEFORE WORK CAN COMMENCE.

MND-005
Rev. 2-93

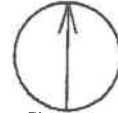
MISSISSIPPI DEPARTMENT OF TRANSPORTATION

Supplement to:
MND-001
MND-002
MND-004

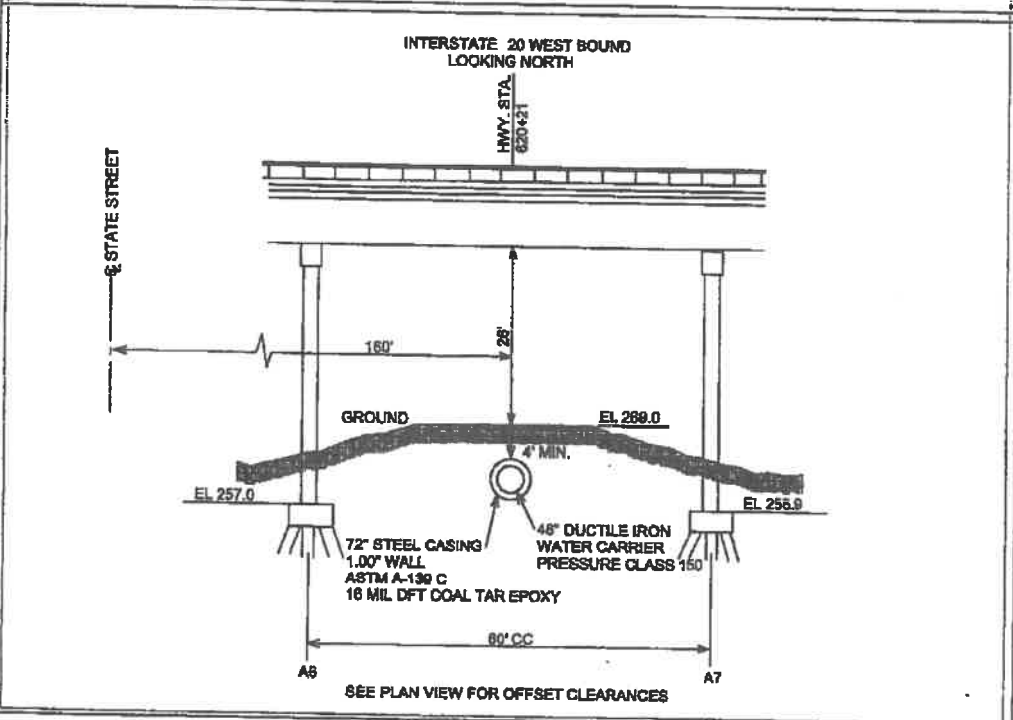
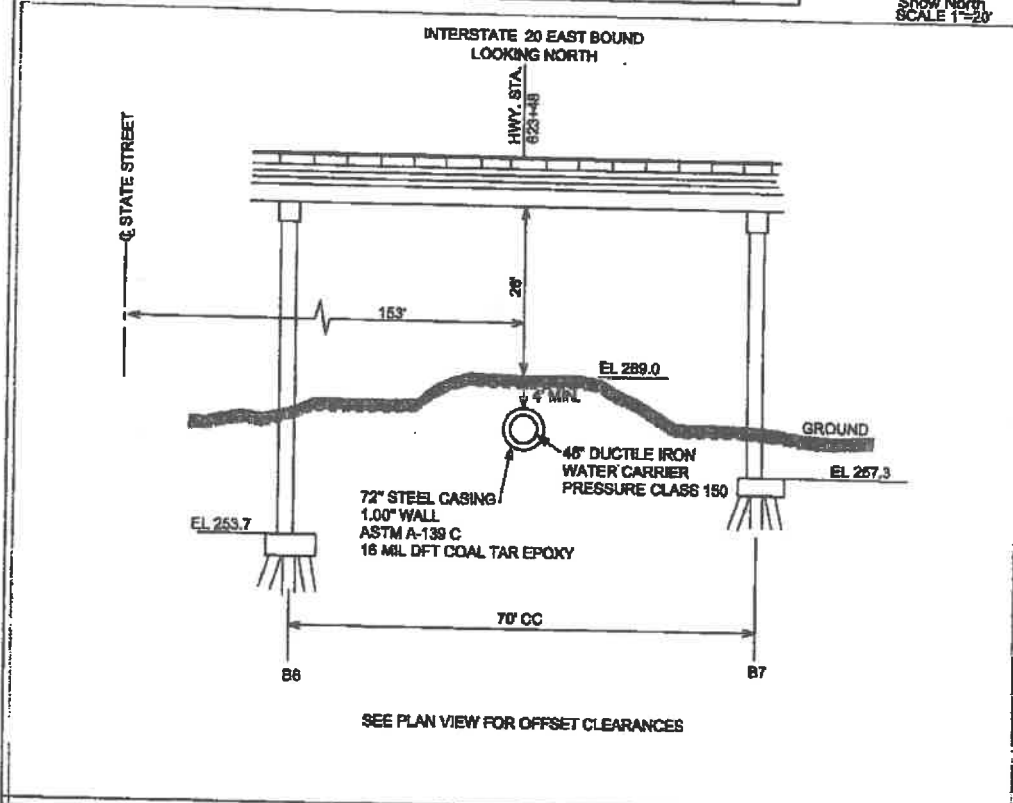
Sheet No.: 5 of 6

Permit No.: _____

REVISIONS			
APPLICANT		MDOT	
DATE	BY	DATE	BY



Show North
SCALE 1"=20'



5-18-25-20-0107

MND-005
Rev. 2-83

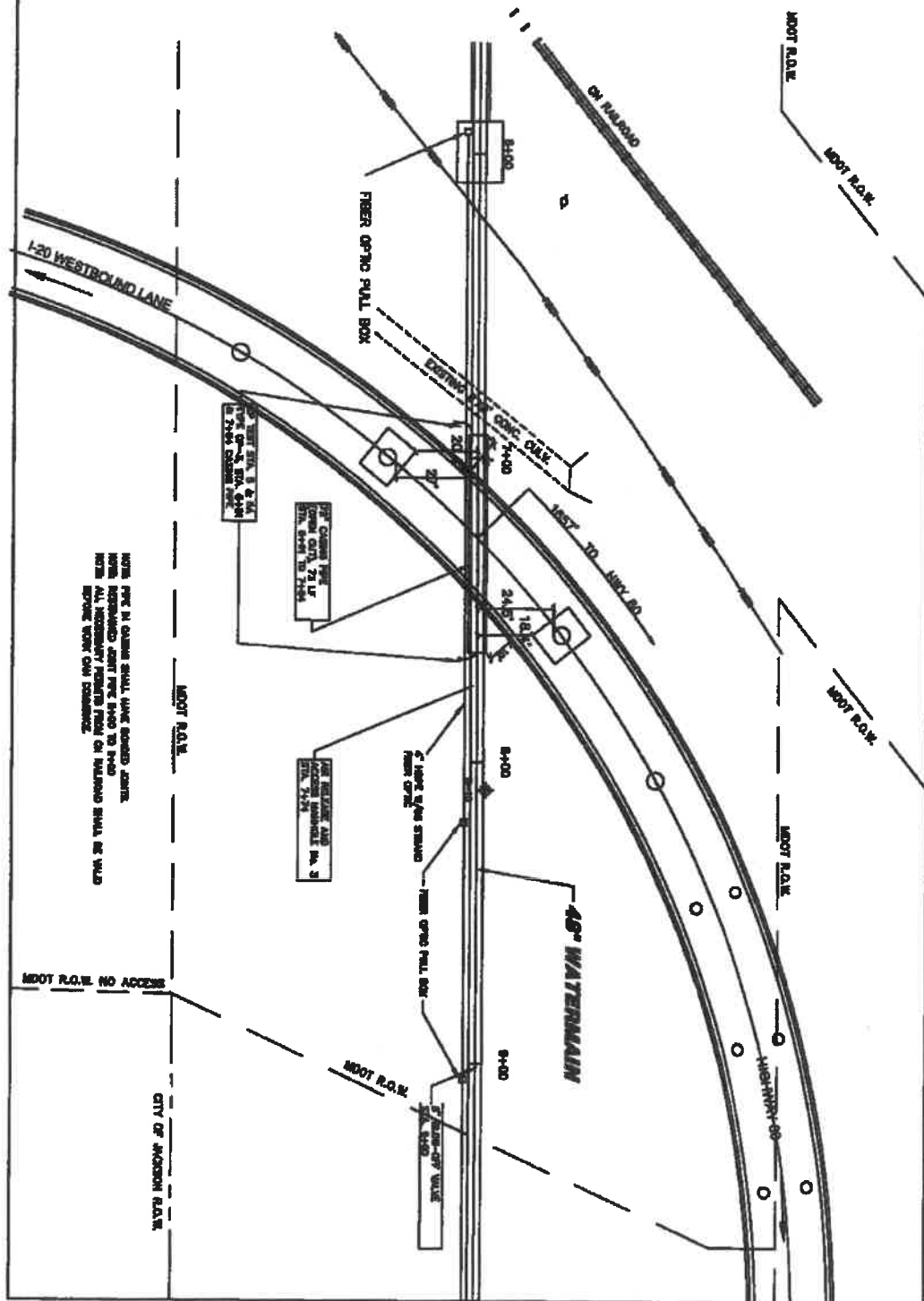
MISSISSIPPI DEPARTMENT OF TRANSPORTATION

Supplement to:
MND-001
MND-002
MND-004

Sheet No.: 4 of 4

Permit No.: _____

REVISIONS			
APPLICANT		MDOT	
DATE	BY	DATE	BY



NOTE: PER 21.04.000 SHALL HAVE EXPOSED JOINTS
FROM ALL EXPOSED JOINTS TO THE
NEXT JOINT. ALL JOINTS SHALL BE
REPAIRED WITH JOINT COMPOUND
AND SHALL BE PROTECTED WITH
A JOINT PROTECTANT.

5-18-25-20-0107

MND-005
Rev. 2-83

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

Supplement to:
MND-001
MND-002
MND-004

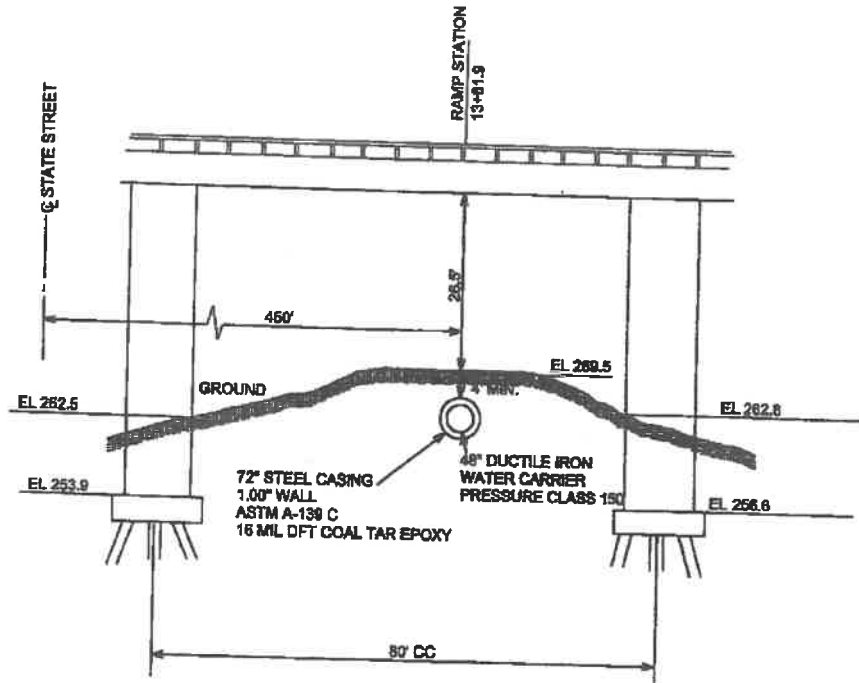
Sheet No.: 5 of 6

Permit No.: _____

REVISIONS			
APPLICANT		MDOT	
DATE	BY	DATE	BY



INTERSTATE 20 WEST TO STATE STREET EXIT RAMP
LOOKING NORTH



SEE PLAN VIEW FOR OFFSET CLEARANCES

5-18-25-20-0107

MND-005
Rev. 2-93

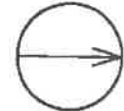
MISSISSIPPI DEPARTMENT OF TRANSPORTATION

Supplement to:
MND-001
MND-002
MND-004

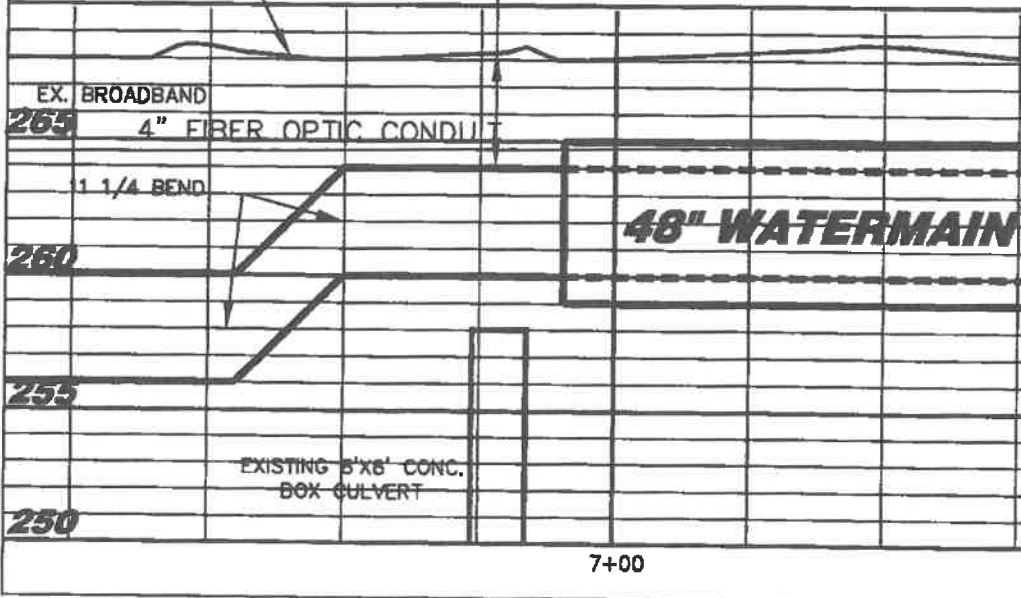
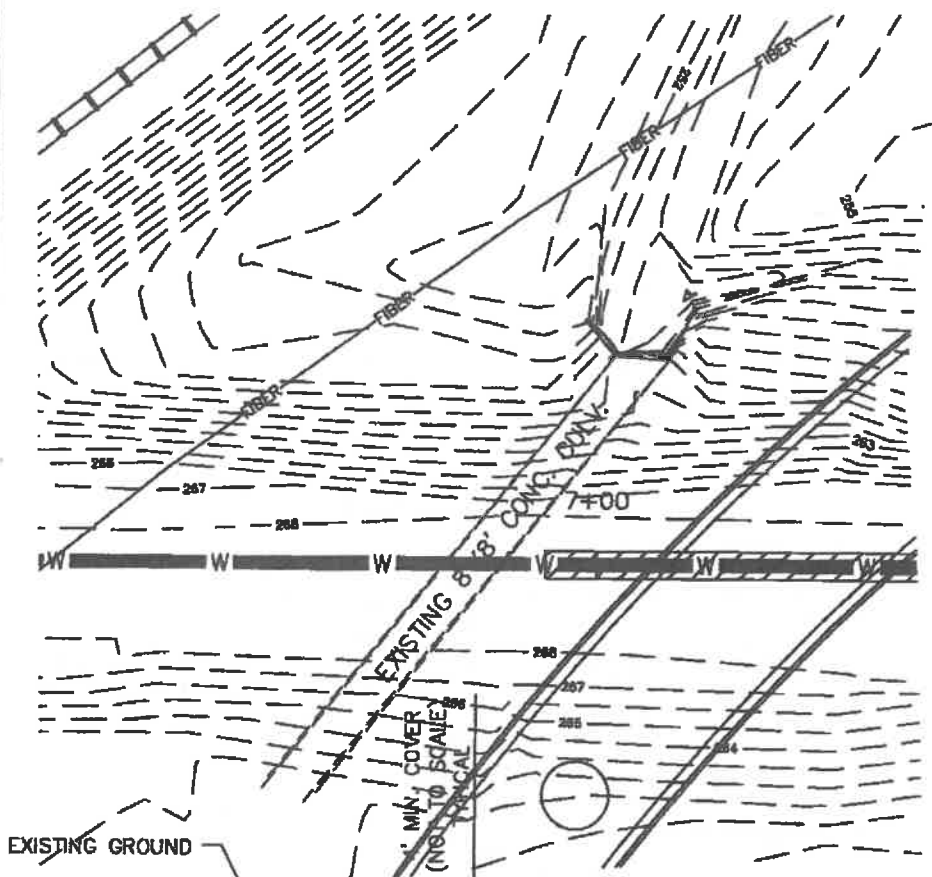
Sheet No.: _____ of _____

Permit No.: _____

REVISIONS			
APPLICANT		MDOT	
DATE	BY	DATE	BY



Show North
1" = 20'



5-18-25-20-0107
5-18-25-20-0107

MND-865
REV. 2-93

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SUPPLEMENT TO:
MND-861
MND-862
MND-863

SHEET NO. _____ OF _____
PERMIT NO. _____

REVISIONS			
APPLICANT		MDOT	
DATE	BY	DATE	BY



SHOW NORTH

Erosion control implementation schedule:

Phase 1: BMP's are to be installed before any major land disturbing activity. Silt fence is to be installed as depicted in the Erosion Control Plan Sheet and along the perimeter of the downstream side of any disturbed areas.

Phase 2: Soil stabilization - vegetative stabilization measures must be initiated whenever any clearing, grading, excavating or other land disturbing activities have temporarily or permanently caused on any portion of the site and will not resume for a period of fourteen (14) days or more. The appropriate temporary or permanent vegetative practices shall be implemented within seven (7) calendar days.
See Temporary Vegetation Schedule

Phase 3: Upon completion of work, any remaining permanent erosion control measures will be installed and any required permanent grazing will be finished.
See Permanent Grazing Schedule

Refer to attached MDOT standard drawings for details on installation

VEGETATION SCHEDULE

1600 All soil preparation, fertilizing, sprigging, seeding and work applied to same shall be in accordance with the following procedure and schedule.

- SHAPE AREA.** Shape all areas to typical cross section and dress same as required by the permit.
- SPREAD FERTILIZER AND PREPARE SEED BED.** The required fertilizer and agricultural limestone shall be spread uniformly over the area to be top seeded. after the fertilizer and limestone has been spread, the area shall be thoroughly pulverized and the fertilizer incorporated in the top four (4) inches of the graded areas.
- KIND AND QUANTITY OF FERTILIZER.** fertilizer and agriculture limestone shall be applied at the following rates:
 Combination fertilizer - 13-13-13 - 600 lbs. per acre
 Agricultural limestone - 2 tons per acre
- SEEDING AND/OR SOODING.** Seeding and/or sodding is required on disturbed areas specified in the permit or by a representative of the Department. All areas should receive the seeding as follows:
Permanent Grazing Schedule
 Common Bermuda - 15 lbs. per acre - year round
 Bahia - 20 lbs. per acre - year round
 Fescue (Ky.31) - 20 lbs. per acre - August 1 - April 1
 Crimson Clover - 15 lbs. per acre - August 1 - April 1
Temporary Grazing Schedule
 Rye Grass - 20 lbs. per acre - September 1 - March 31
 Oats - 30 lbs. per acre - September 1 - December 15

No Crimson Clover or Bahia grass is to be planted in the Delta and no Bahia grass is to be planted in city sections

5-18-25-20-0107
 5-18-25-20-0107

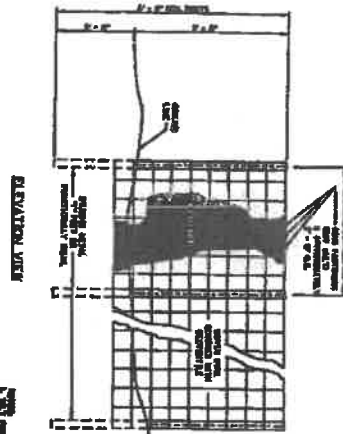
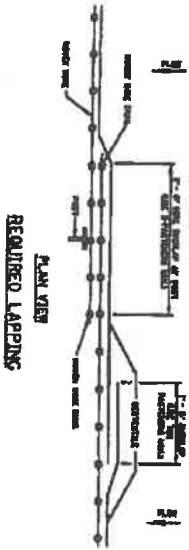
MMD-885
 REV. 2-93

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

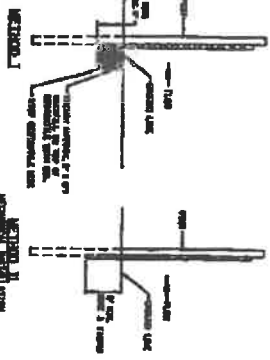
SUPPLEMENT TO
 MISSISSIPPI
 DEPARTMENT OF
 TRANSPORTATION

SHEET NO. _____ OF _____
 PRINT NO. _____

REVISIONS			
APPLICANT		MOOT	
DATE	BY	DATE	BY



1. THIS DRAWING IS TO BE USED TO SHOW THE REBAR LAPPING ARRANGEMENT IN THE CONCRETE.
2. THE REBAR SHALL BE LAPPED IN ACCORDANCE WITH THE REQUIREMENTS OF THE MISSISSIPPI DEPARTMENT OF TRANSPORTATION.
3. THE REBAR SHALL BE LAPPED IN ACCORDANCE WITH THE REQUIREMENTS OF THE MISSISSIPPI DEPARTMENT OF TRANSPORTATION.
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10. THE REBAR SHALL BE LAPPED IN ACCORDANCE WITH THE REQUIREMENTS OF THE MISSISSIPPI DEPARTMENT OF TRANSPORTATION.



SCALE: PROJECT NO. _____

5-18-25-20-0107
5-18-25-20-0107

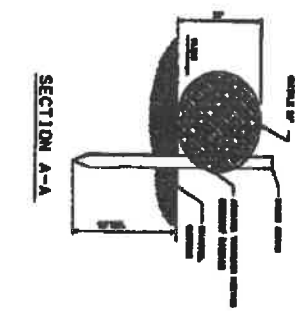
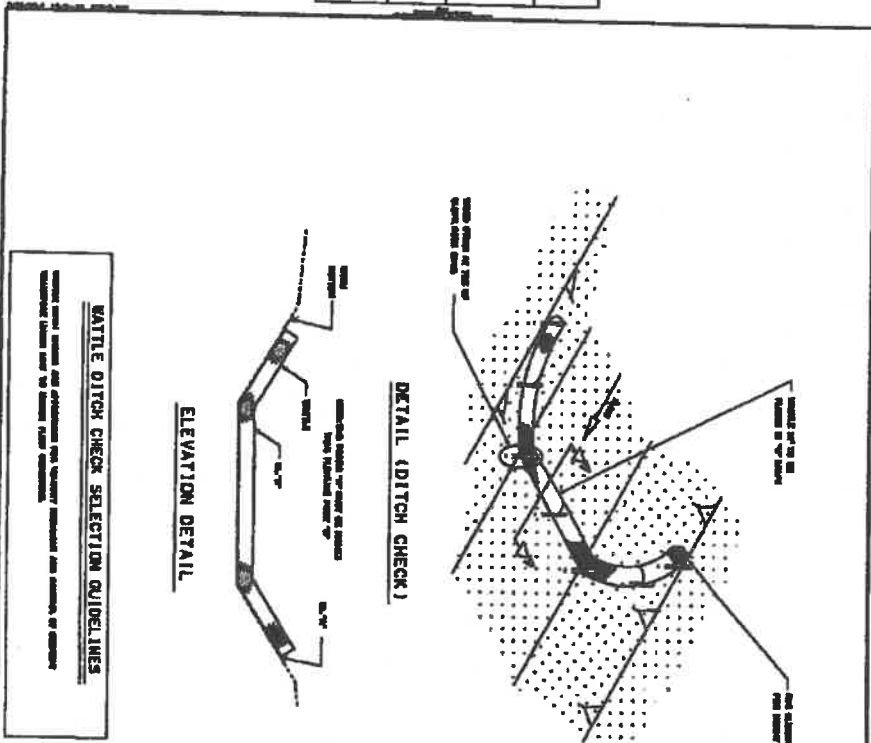
MND-665
REV. 2-93

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

APPENDIX TO
MND-665

SHEET NO. _____ OF _____
PERMIT NO. _____

REVISIONS			
APPLICANT		MOOT	
DATE	BY	DATE	BY



WATTLE DITCH CHECK SELECTION OUTLINES
 THESE WATTLE CHECK SELECTION OUTLINES ARE INTENDED TO BE USED AS A GUIDE ONLY. THE APPLICANT SHALL BE RESPONSIBLE FOR THE SELECTION OF THE APPROPRIATE CHECK STRUCTURE AND FOR THE PROVISION OF THE NECESSARY DETAILS AND MATERIALS. THE APPLICANT SHALL BE RESPONSIBLE FOR THE PROVISION OF THE NECESSARY DETAILS AND MATERIALS. THE APPLICANT SHALL BE RESPONSIBLE FOR THE PROVISION OF THE NECESSARY DETAILS AND MATERIALS.

GENERAL NOTES:
 1. THE APPLICANT SHALL BE RESPONSIBLE FOR THE PROVISION OF THE NECESSARY DETAILS AND MATERIALS.
 2. THE APPLICANT SHALL BE RESPONSIBLE FOR THE PROVISION OF THE NECESSARY DETAILS AND MATERIALS.
 3. THE APPLICANT SHALL BE RESPONSIBLE FOR THE PROVISION OF THE NECESSARY DETAILS AND MATERIALS.
 4. THE APPLICANT SHALL BE RESPONSIBLE FOR THE PROVISION OF THE NECESSARY DETAILS AND MATERIALS.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION
 200 N. GULF BLVD.
 JACKSON, MISSISSIPPI 39201
 (601) 359-3000

DATE: _____
 DRAWN BY: _____

5-18-25-20-0107
5-18-25-20-0107

MND-005
Rev. 2-83

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

Supplement to:
MND-001
MND-002
MND-004

Sheet No.: _____ of _____

Permit No.: _____

**CALL MISSISSIPPI 811
BEFORE WORK STARTS**

REVISIONS			
APPLICANT		MDOT	
DATE	BY	DATE	BY

Applicant agrees to assume full responsibility for safeguarding and directing traffic in accordance with the Manual Uniform Traffic Control Devices (MUTCD) during this work. All signs and traffic control devices are to be removed from roadway when not in use.

In accordance with the Code of Federal Regulations (CFR) Part 23 - Rule - 634.3- All workers within the right of way of a Federal-aid highway who are exposed either to traffic (vehicles using the highway for purposes of travel) and/or to construction equipment within the work area shall wear high-visibility safety apparel. High-visibility safety apparel is that which meets the Performance Class 3 of ANSI/ISEA 107-2004 "American National Standard for High-Visibility Safety Apparel and Headwear."

All sod disturbed by the proposed work is to be replaced by applicant and maintained for sufficient length of time to ensure a living and growing sod.

The Mississippi Department of Transportation does not purport to grant permission for, or to become party to any work that will change the flow of existing water on or off State property or to change the disposition of floodwaters.

As a condition for the approval of this permit application, the applicant agrees to perform work as shown on the application, make any necessary repairs of damages to the right-of-way, roadway slopes, shoulders, or pavement, all to the satisfaction of the Department of Transportation Commission and to save the Commission harmless as to all claims arising from work performed under this permit.

It is understood and agreed that any encroachments on adjoining property owners will be secured with easements from said property owners.

The applicant is to give the Permit Department of the MS Department of Transportation notice forty-eight (48) hours in advance the time the actual work is begun. Our telephone number is 601-683-3771.

It is expressly agreed that no equipment and/or materials will be laid out and/or stored within 30 feet of the edge of pavement.

All encasements are to be engineer certified HDPE pipe.

A copy of the approved plan is to be kept at the site of the work at all times during construction.

The applicant agrees to assume the responsibility for obtaining any and all necessary permits from any other regulating entity prior to beginning any work on state maintained right of way. This can include entities such as but not limited to the municipality, county, MS State Department of Environmental Quality (DEQ) and the United States Corps of Engineers.

The permitted area is subject to inspection by the Mississippi Department of Transportation to ensure compliance with the provisions of the erosion control plan included in this permit.

Incident weather conditions may require work to be postponed until work can be performed without unnecessary damage to the right-of-way.

The applicant agrees to ensure that any disturbed areas that are not permanently stabilized, and are not scheduled for any activity to take place for 14 days or more, are seeded within seven (7) days of the disturbance.

All open excavation (bore pits, splice pits, etc.) left overnight shall be encircled with barricade to prevent accidental entry while construction is idle. Work shall be scheduled in a manner to minimize the amount of time pits are left open.

Vehicles and equipment shall not be parked at ANYTIME on the shoulder of the highway. Tracking of mud or debris onto roadway WILL NOT BE ALLOWED.

Any violations of the stated requirements shall result in a stop work order.

MND-002
Rev. 2-2004

PERMIT NO. _____
Attachment A

MISSISSIPPI DEPARTMENT OF TRANSPORTATION
JACKING, DRY BORING, BORING WITH DRILLING FLUID,
TUNNELING AND DIRECTIONAL BORING

NOTICE:

Before jacking, dry boring, boring with drilling fluid, tunneling or directional boring is begun, written approval must be obtained from the District Engineer on the method to be used. The District Engineer reserves the right to require a change in the method when, due to soil conditions or other reasons, the desired results are not being obtained.

Before any jacking, dry boring, boring with drilling fluid, tunneling or directional boring is begun, the District Engineer will be advised, in writing, whether the work will be performed by the applicant's forces or by contract and, if by contract, the name of the contractor.

Jacking will not be permitted.

Any excavating exceeding the tolerances set forth in this document shall be filled immediately with suitable fill or other approved materials.

The applicant shall be responsible for correction of any distortion caused by his/her operation on any road, street, bridge road, ramp, conventional highway, partially controlled highway, fully controlled access highway and/or roadway cross-section. The method of correction shall be approved by the District Engineer.

Failure to comply with the requirements for jacking, dry boring, boring with drilling fluid, tunneling, or directional boring operations or failure to comply with the approved permit requirements shall be cause for canceling the permit.

The applicant, by signing this document, certifies that the design and type of materials and method of operations are of the industry standard where the industry standard is indicated below.

JACKING

JACKING will be accomplished as follows:

Pushing or jacking of casing or carrier pipe under the highway larger than three and one half (3-1/2) inches in diameter is prohibited. All casing or carrier pipe will be of strength sufficient to withstand the stress resulting from jacking processes.

DRY BORING

DRY BORING will be accomplished as follows:

For pipes greater than eight (8) inches in diameter, the maximum diameter of the borehole shall be the outside diameter of the casing or carrier pipe plus two (2) inches (Pipe O.D. + 2"). For pipes less than or equal to eight (8) inches in diameter, the maximum diameter of the borehole shall be the outside diameter of the casing or carrier pipe plus one (1) inch (Pipe O.D. + 1").

Water bearing sands and silt soils will be well pointed as necessary prior to commencing the bore.

All bores will be accomplished with the auger inside the casing or carrier pipe with the cutting edge positioned just ahead of the pipe except as follows:

- (1) Dry boring with the auger not inside the casing or carrier pipe may be permitted in bores eight (8) inches or less in diameter in dense consolidated soils.
- (2) Dry boring with the auger not inside the casing or carrier pipe may be permitted in bores three (3) inches or less in diameter in loose sandy soils or other soils which easily cave or spoil.

Care should be exercised at all times to keep the auger properly positioned within the casing or carrier pipe and to maintain sufficient forward pressure upon the casing or carrier pipe to quickly run through any pockets of loose soil.

All boring with or without the auger inside the casing or carrier pipe will be carefully observed for comparison between the amount of cuttings removed from the hole and the diameter of the bore, together with the distance the auger has traveled in the bore. An excessive amount of cuttings removed from the bore indicates caving or spoiling of the bore wall. In this case, the bore shall be stopped until a method for completing the bore acceptable to the Mississippi Department of Transportation has been agreed upon.

An acceptable fluid may be introduced by gravity flow approximately three (3) feet back of the forward end of the casing or carrier pipe to lubricate the cuttings in order to facilitate the removal thereof; however, the excessive use of such fluid causing undue flow back and erosion of the bore is prohibited.

MED-032
Rev. 2-8904

PERMIT NO. _____
Attachment A

BORING WITH DRILLING FLUID

Boring with Drilling Fluid will be accomplished as follows:

The maximum diameter of the borehole shall be the outside diameter of the casing or carrier pipe plus two inches (Pipe O.D. + 2") with an open type bit that leaves the cuttings in place.

The design and type of drilling fluid and the method used for the boring with drilling fluid work shall be of the industry standard.

Drilling fluid is used to lubricate the cutters or scrapers, consolidate the cuttings into plugs of appropriate length, seal the wall of the bore to form a filter cake in order to prevent cave-ins or spalling, maintain the seal, and lubricate the bore for easy removal of muck or plugs of cuttings from the bore by using compressed air and for the installation of the casing or carrier pipe immediately thereafter. The excessive use of drilling fluid that causes undue flow back and erosion of the bore may be a violation of the approved method and, pending a Department evaluation, be cause for canceling the permit.

When boring in sandy subsides, fine sands, water-bearing sands, or any soils which easily spalls or caves, the bore entrance will be plugged or cemented in order to retain both the drilling fluid and the cuttings within the bore until the time immediately before the casing or carrier pipe is installed. Water bearing sands and sandy soils will be pointed as necessary prior to commencing the bore. When drilling through dense consolidated soils, the cuttings may be partially removed from the hole in approximately three (3) foot plugs by the use of compressed air or by rotation of the cutter or reamer. No cutter or reamer larger than three (3) inches in diameter shall have holes therein larger than the smallest (3/16) inches in diameter through which drilling fluid is forced during boring.

TUNNELING

Tunneling will be accomplished by the following methods:

First, using jacking equipment where the pipe is placed and jacked ahead as the earth is excavated by hand or with the aid of mechanical tools just ahead of the pipe end, OR

Second, when enough spacing for the tunnel is excavated ahead, the tunnel liner plates are bolted together to extend the liner until it is complete.

In both methods, the pipe or tunnel must be of sufficient size to permit entry, excavating ahead, and disposal of the material through the pipe or tunnel. Excavation around the pipe or liner should be the minimum necessary for jacking or working clearance.

The pipe specifications used in the tunneling method of the existing installation shall comply with the same specifications for pipe used for jacking and boring.

The tunnel liner plate or section specifications shall be fabricated of galvanized steel of the proper gauge and section modulus to withstand the live load and fill height. In soil cell areas, the liner will be required to be asphalt coated. If used as a cross drain, a paved invert may be required.

All pipe or liner tunnelled will be filled with grout which is grout pumped into the voids around the pipe or liner at not less than 40 psi. The design and spacing of the vents, the grout mixture and method used for filling the void between the finished tunnel and outline of the excavation shall be of the industry standard.

DIRECTIONAL BORING

Directional boring will be accomplished by the following method:

A pilot hole is drilled beginning at a prescribed angle from horizontal and continues across the obstruction along a design profile made of straight tangents and long radius arcs.

Once the pilot hole is made, the casing or carrier line can be pulled through. The casing or carrier line is pre-lubricated on the bank opposite the drilling rig. A reamer is attached to the drill string and then connected to the casing or carrier line pull head via a valve. The valve prevents any translation of the reamer's rotation into the casing or carrier line string allowing for a smooth pull in to the drilled hole. The drilling rig then begins the pullback operation, rotating and pulling on the drill string and once again circulating high volumes of drill slurry. The pull back continues until the reamer and casing or carrier line returns to the drilling rig.

The design and type of drilling slurry and method used for the drilling operation shall be of the industry standard.

Signed: Chad W. [Signature]
Name of Party Signing Application

Engineering Manager Title 6/21/18 Date

Field Inspection By: [Signature] 4/3/2018 Date

Approved: MISSISSIPPI DEPARTMENT OF TRANSPORTATION
James Williams
Deputy Executive Director/Chief Engineer

By: Bradley G. Williams Assistant State Maint. Engineer 20

Installation Inspection By: _____ 20

Office of the City Attorney

455 East Capitol Street
Post Office Box 2770
Jackson, Mississippi 39207-2770
Telephone: (601) 960-1799
Facsimile: (601) 960-1756

City Attorney
12/14/20

OFFICE OF THE CITY ATTORNEY

This **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)** is legally sufficient for placement in NOVUS Agenda.

Timothy C. Howard for TCH
TIMOTHY C. HOWARD, CITY ATTORNEY
Terry Williamson, Legal Counsel *TW*

12/14/20
DATE

OFFICE OF THE CITY ATTORNEY
12/22/20

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 (WARD 7)

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.

Agenda Item #44
Agenda Date: December 22, 2020
(WILLIAMS, LUMUMBA)

ITEM _____
AGENDA _____
BY: WILLIAMS, LEE, LUMUMBA

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET December 7, 2020
 DATE

P O I N T S		C O M M E N T S
1.	Brief Description/Purpose	Order authorizing final payment and notice of completion for the State Street (Fortification St to Woodrow Wilson Ave) Improvement Project
2.	Public Policy Initiative 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	4 Neighborhood Enhancement 6 Infrastructure and Transportation 7 Quality of Life
3.	Who will be affected	Motorists and pedestrians on State Street
4.	Benefits	Closes the resurfacing contract
5.	Schedule (beginning date)	Project complete
6.	Location: ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable	State St (Fortification St to Woodrow Wilson Ave) (Ward 7)
7.	Action implemented by: ▪ City Department <input checked="" type="checkbox"/> ▪ Consultant <input type="checkbox"/>	City of Jackson, Department of Public Works, Engineering Division
8.	COST	Final Payment of \$5,991.34
9.	Source of Funding ▪ General Fund <input type="checkbox"/> ▪ Grant <input checked="" type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input checked="" type="checkbox"/>	MPO/STP Funds 1% Sales Tax Funds 173 45135 7B4001 701 6485
10.	EBO participation	ABE _____ % WAIVER yes ___ no ___ N/A _____ AABE _____ % WAIVER yes ___ no ___ N/A _____ WBE _____ % WAIVER yes ___ no ___ N/A _____ HBE _____ % WAIVER yes ___ no ___ N/A _____ NABE _____ % WAIVER yes ___ no ___ N/A _____

Revised 2-04



**DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION**

MEMORANDUM

To: Mayor Chokwe Antar Lumumba
From: Charles Williams, P.E., PhD
Director, Department of Public Works
Date: December 7, 2020
Subject: Agenda Item for City Council Meeting

A handwritten signature in blue ink that reads "Charles Williams".

Attached you will find an item to close out the State Street Improvement Project. The item authorizes the Mayor to execute Change Order #2/Final to the contract with Hemphill Construction Company, authorizes final payment to the contractor, authorizes publication of the notice of completion, and authorizes the Mayor to execute any documents necessary as part of project closeout. The project consisted of general renovation of Mill Street including pavement repair and resurfacing, signal replacement, sidewalk replacement, and new bike infrastructure.

The project as bid has been completed with an underrun. The contract included extra quantities for leveling asphalt and base repairs in the event additional failures were found during construction.

It is the recommendation of Public Works that the Change Order be approved and final payment authorized. If you have any questions or comments, please do not hesitate to call me at (601) 960-2091.



Office of the City Attorney

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

OFFICE OF THE CITY ATTORNEY
12/14/20

OFFICE OF THE CITY ATTORNEY

This **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 (WARD 7)** is legally sufficient for placement in NOVUS Agenda.


TIMOTHY C. HOWARD, CITY ATTORNEY
Terry Williamson, Legal Counsel 

12/14/20
DATE

ORDER AUTHORIZING THE MAYOR TO EXECUTE AN INTERLOCAL AGREEMENT WITH THE HINDS COUNTY BOARD OF SUPERVISORS FOR PUBLIC INFRASTRUCTURE PROJECT 2020-12 (WARD 1)

OFFICE OF THE CITY ATTORNEY
12-16-2020
H.L.

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).

Agenda Item #45
Agenda Date: December 22, 2020
(HOWARD, LUMUMBA)

ITEM#: _____
AGENDA: _____
BY: HOWARD, LUMUMBA

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET December 9, 2020
DATE

POINTS		COMMENTS
1.	Brief Description/Purpose	ORDER AUTHORIZING THE MAYOR TO EXECUTE AN INTERLOCAL AGREEMENT WITH THE HINDS COUNTY BOARD OF SUPERVISORS FOR PUBLIC INFRASTRUCTURE PROJECT 2020-12 (WARD 1)
2.	Public Policy Initiative 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	6. Infrastructure and Transportation 7. Quality of Life
3.	Who will be affected	Motorists using the streets being improved
4.	Benefits	Provides a better driving surface for motorists using the streets.
5.	Schedule (beginning date)	After approval of the agreement by the Hinds County Board of Supervisors and a 60-day review period by the Attorney General's office
6.	Location: ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable	• Ward 1
7.	Action implemented by: ▪ City Department <input type="checkbox"/> ▪ Consultant <input type="checkbox"/>	Hinds County Board of Supervisors
8.	COST	• N/A
9.	Source of Funding ▪ General Fund <input type="checkbox"/> ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input type="checkbox"/>	• N/A
10.	EBO participation	ABE _____ % WAIVER yes ___ no ___ N/A <u> x </u> AABE _____ % WAIVER yes ___ no ___ N/A <u> x </u> WBE _____ % WAIVER yes ___ no ___ N/A <u> x </u> HBE _____ % WAIVER yes ___ no ___ N/A <u> x </u> NABE _____ % WAIVER yes ___ no ___ N/A <u> x </u>



**City of Jackson
Department of Public Works**

To: Chokwe Antar Lumumba, Mayor

From: Timothy Howard, City Attorney

Council Agenda Item Briefing Memo

Agenda Item: **ORDER AUTHORIZING THE MAYOR TO EXECUTE AN INTERLOCAL AGREEMENT WITH THE HINDS COUNTY BOARD OF SUPERVISORS FOR PUBLIC INFRASTRUCTURE PROJECT 2020-12 (WARD 1)**

Item #:

Council Meeting: Regular Council Meeting, December 22, 2020

Purpose: To Authorize Hinds County to pave Clubview Drive

Cost: N/A

Funding Source: Hinds County

Background:

This Interlocal Agreement with Hinds County will allow the County to pave Clubview Drive in Ward 1.

The City's obligation under the Interlocal Agreement will be to provide ongoing maintenance of these roads following the completion of the project.

Please let me know if you have any questions.

INTERLOCAL COOPERATION AGREEMENT

HINDS COUNTY, MISSISSIPPI

AND

CITY OF JACKSON, MISSISSIPPI

In re: Public Infrastructure Projects 2020-12

THIS INTERLOCAL AGREEMENT (the "Agreement") is made and entered into on the dates shown at the end of this document by and between **HINDS COUNTY, MISSISSIPPI** (the "County"), a body politic and political subdivision of the State of Mississippi and the **CITY OF JACKSON, MISSISSIPPI** (the "City"), a municipal corporation, pursuant to and in accordance with the Interlocal Cooperation Act of 1974, Section 17-13-1, *et seq.* of the Mississippi Code of 1972, as amended (the "Act"), and other applicable law.

WITNESSETH:

WHEREAS, the County and the City believe it is in their best interest to improve and maintain the public infrastructure within the City which is also within the boundaries of the County.

IN CONSIDERATION of the mutual benefits described herein, the parties agree as follows:

I. PURPOSE AND GENERAL PROVISIONS

A. AGREEMENT. This Agreement is entered into pursuant to and in accordance with the authorization of the Act found at Section 17-13-1 *et seq.* of the Mississippi Code of 1972, as it now appears or is hereafter amended, and all provisions set forth in the Act are incorporated herein and made a part hereof as if fully set forth in words and figures, it being the intent of the parties to

this Agreement that such authority as is granted by the Act shall be exercisable by the parties to enable them to accomplish the scope of work in Subsection B. Scope, Participation and Financing.

B. SCOPE, PARTICIPATION AND FINANCING. The nature and scope of the project(s) contemplated by this Agreement is paving the following roads, streets and any associated bridges in the City and County to provide benefit to all citizens:

Approved by the Hinds County Board of Supervisors on October 05, 2020

District 1

1. Clubview Drive, at an amount not to exceed \$30,000.00 to be paid from Series 2017 Bonds

Public infrastructure improvements supported by this project may include sidewalks, paving and striping of roadways, rehabilitation of curbs and gutters, and landscaping of rights-of-way on those streets and roads where the County will undertake the work. The County shall be responsible for all construction costs and materials, milling if necessary, manhole cover riser rings, water valve cover riser rings, and center line and edge line striping as deemed necessary by its Department of Public Works. The County shall also recut the loop or install alternative detection at existing traffic signals.

All labor will be completed by, and under the direction and supervision of, the County or its designees. At its discretion, the County may select an outside/contract vendor and provide project management services.

This Agreement provides that the County will provide funding not to exceed the above-referenced estimated amounts from the Series 2017 Bond Funds or other applicable sources to fund and complete this project. The City will provide ongoing maintenance for the above-referenced roads after the completion of the project.

C. AUTHORITY. The specific authority under which the County and the City may exercise the powers necessary to fulfill the terms of this Agreement is found, respectively, in Article 6, Section 170, Mississippi Constitution of 1890 and Sections 17-13-1, et. seq., and 19-3-41, of the Mississippi Code of 1972, as amended.

D. PUBLIC BENEFIT. It is acknowledged that each of the parties has formally considered this matter and has determined that it is in the public interest that they participate and cooperate in this project, and that substantial benefits are anticipated to inure to citizens of the County and the City by virtue of the project.

E. SIGNAGE. The parties agree that either the County or the City, to the extent either contributes funding, may install signage at the location specified in Subsection B. Scope, recognizing it as the sponsor for the work performed under this Agreement. Location and specifications for the respective signage, if any, shall be left to the discretion of the County and the City.

II. AMENDMENTS OR TERMINATION

Either party may terminate this agreement without recourse, upon sixty (60) calendar days' written notice to the other party, with such action taken by resolution in the same procedural manner as required in the instance of the adoption of this Agreement.

III. ADMINISTRATION

The County Administrator and the City Chief Administrative Officer shall serve as the project administrators responsible for ensuring that there is full compliance with the terms of this Agreement.

IV. DURATION

This Agreement shall be in full force and effect from the effective date as explained in Section V. Enforceability, below and shall continue in effect until such time as the parties acknowledge, through the project administrators described in Section III, that the activities contemplated by this Agreement are complete.

V. ENFORCEABILITY

A. APPROVAL. The parties understand that, as a condition precedent to this Agreement being enforceable, this Agreement shall be submitted to the Attorney General of the State of Mississippi for approval and that this Agreement shall not be enforced unless:

1. Approved by the Attorney General, or until,
2. Sixty (60) days has passed since its submission and the Attorney General

has failed to disapprove same, in which event the Agreement shall be considered approved and enforceable.

Upon the City's return of the executed Agreement, the Office of the Hinds County Board Attorney will submit the Agreement to the Attorney General.

B. FILING. Upon approval by the Attorney General, or the passage of sixty (60) days after submission without disapproval, copies of this Agreement shall be filed with the Chancery Clerk of Hinds County and the Mississippi Secretary of State. In accordance with the terms of the Act, the Agreement will not be deemed in force until proof of filing of the Agreement has been received from the Chancery Clerk of Hinds County and the Mississippi Secretary of State. The Office of the Hinds County Board Attorney shall be responsible for filing the Agreement and for notifying the project administrators that the Agreement is properly in force. A copy of the Agreement will also be forwarded to the Clerk of the City for recordkeeping purposes.

C. PARTIAL ENFORCEABILITY. If any provision of this Agreement or any

portion thereof is determined to be unenforceable or invalid by the decision of any court of competent jurisdiction, which determination is not appealed or appealable, for any reason whatsoever, such unenforceability or invalidity shall not invalidate the entire Agreement, but the Agreement shall be construed as if it did not contain the particular provision held to be invalid and the rights and obligations of the parties shall be construed and enforced accordingly.

D. ENTIRE AGREEMENT

This Agreement contains the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous arrangements or understandings with respect to the subject matter of this Agreement.

[SIGNATURE PAGE FOLLOWS]

This, the 4th day of November, 2020.

HINDS COUNTY, MISSISSIPPI

Robert Graham
ROBERT GRAHAM, President JRB
Hinds County Board of Supervisors

ATTEST: Clerk of the Board
HINDS COUNTY, MISSISSIPPI

Eddie Jean Carr
EDDIE JEAN CARR, Chancery Clerk

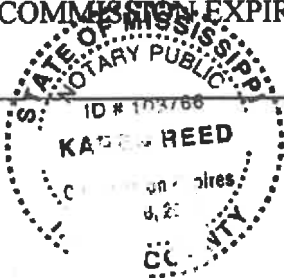
STATE OF MISSISSIPPI
COUNTY OF HINDS

PERSONALLY APPEARED BEFORE ME, the undersigned Notary Public in and for the aforesaid jurisdiction, the within named ROBERT GRAHAM and EDDIE JEAN CARR to me known, who acknowledge that they are the President of the Hinds County Board of Supervisors and Hinds County Chancery Clerk, respectively, and that for and on behalf of Hinds County, Mississippi, signed and delivered the foregoing Interlocal Cooperation Agreement as of the date hereof, after having been duly authorized to do so in its minutes on October 05, 2020.

IN WITNESS WHEREOF, on this 4th day of November 2020.

Karen Reed
NOTARY PUBLIC

MY COMMISSION EXPIRES:



This, the ____ day of _____, 2020.

CITY OF JACKSON, MISSISSIPPI

CHOKWE ANTAR LUMUMBA, Mayor

ATTEST:
CITY OF JACKSON, MISSISSIPPI

ANGELA HARRIS, City Clerk

STATE OF MISSISSIPPI
COUNTY OF HINDS

PERSONALLY APPEARED BEFORE ME, the undersigned Notary Public in and for the aforesaid jurisdiction, the within named CHOKWE ANTAR LUMUMBA and ANGELA HARRIS, to me known, who acknowledge that they are the Mayor and City Clerk, respectively, of the City of Jackson, Mississippi, and that for and on behalf of the City of Jackson, Mississippi, signed and delivered the foregoing Interlocal Cooperation Agreement as of the date hereof, after having been duly authorized so to do in its Minutes dated _____.

IN WITNESS WHEREOF, on this ____ day of _____, 2020.

NOTARY PUBLIC

MY COMMISSION EXPIRES:



Office of the City Attorney

455 East Capitol Street
Post Office Box 2779
Jackson, Mississippi 39208-2779
Telephone: (601) 960-1999
Facsimile: (601) 960-1930

OFFICE OF THE CITY ATTORNEY
12/14/20

OFFICE OF THE CITY ATTORNEY

This ORDER AUTHORIZING THE MAYOR TO EXECUTE AN INTERLOCAL AGREEMENT WITH THE HINDS COUNTY BOARD OF SUPERVISORS FOR PUBLIC INFRASTRUCTURE PROJECT 2020-12 (WARD 1) is legally sufficient for placement in NOVUS Agenda.


TIMOTHY C. HOWARD, CITY ATTORNEY
Terry Williamson, Legal Counsel 


DATE

ORDER AUTHORIZING THE MAYOR TO EXECUTE AN INTERLOCAL AGREEMENT WITH THE HINDS COUNTY BOARD OF SUPERVISORS FOR PUBLIC INFRASTRUCTURE PROJECT 2020-13 (WARDS 4 & 5)

OFFICE OF THE CITY ATTORNEY
12-16-2020

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).

Agenda Item #46
Agenda Date: December 22, 2020
(HOWARD, LUMUMBA)

ITEM#: _____
AGENDA: _____
BY: HOWARD, LUMUMBA

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET December 9, 2020
DATE

POINTS		COMMENTS																																													
1.	Brief Description/Purpose	ORDER AUTHORIZING THE MAYOR TO EXECUTE AN INTERLOCAL AGREEMENT WITH THE HINDS COUNTY BOARD OF SUPERVISORS FOR PUBLIC INFRASTRUCTURE PROJECT 2020-13 (WARDS 4 & 5)																																													
2.	Public Policy Initiative 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	6. Infrastructure and Transportation 7. Quality of Life																																													
3.	Who will be affected	Motorists using the streets being improved																																													
4.	Benefits	Provides a better driving surface for motorists using the streets.																																													
5.	Schedule (beginning date)	After approval of the agreement by the Hinds County Board of Supervisors and a 60-day review period by the Attorney General's office																																													
6.	Location: ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable	• Wards 4 & 5																																													
7.	Action implemented by: ▪ City Department <input type="checkbox"/> ▪ Consultant <input type="checkbox"/>	Hinds County Board of Supervisors																																													
8.	COST	• N/A																																													
9.	Source of Funding ▪ General Fund <input type="checkbox"/> ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input type="checkbox"/>	• N/A																																													
10.	EBO participation	<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 15%;">ABE</td> <td style="width: 10%;">_____ %</td> <td style="width: 15%;">WAIVER</td> <td style="width: 10%;">yes</td> <td style="width: 10%;">___</td> <td style="width: 10%;">no</td> <td style="width: 10%;">___</td> <td style="width: 10%;">N/A</td> <td style="width: 10%;">_x_</td> </tr> <tr> <td>AABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>_x_</td> </tr> <tr> <td>WBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>_x_</td> </tr> <tr> <td>HBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>_x_</td> </tr> <tr> <td>NABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> <td>_x_</td> </tr> </table>	ABE	_____ %	WAIVER	yes	___	no	___	N/A	_x_	AABE	_____ %	WAIVER	yes	___	no	___	N/A	_x_	WBE	_____ %	WAIVER	yes	___	no	___	N/A	_x_	HBE	_____ %	WAIVER	yes	___	no	___	N/A	_x_	NABE	_____ %	WAIVER	yes	___	no	___	N/A	_x_
ABE	_____ %	WAIVER	yes	___	no	___	N/A	_x_																																							
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WBE	_____ %	WAIVER	yes	___	no	___	N/A	_x_																																							
HBE	_____ %	WAIVER	yes	___	no	___	N/A	_x_																																							
NABE	_____ %	WAIVER	yes	___	no	___	N/A	_x_																																							



**City of Jackson
Department of Public Works**

To: Chokwe Antar Lumumba, Mayor

From: Timothy Howard, City Attorney

Council Agenda Item Briefing Memo

Agenda Item: **ORDER AUTHORIZING THE MAYOR TO EXECUTE AN INTERLOCAL AGREEMENT WITH THE HINDS COUNTY BOARD OF SUPERVISORS FOR PUBLIC INFRASTRUCTURE PROJECT 2020-13 (WARDS 4 & 5)**

Item #:

Council Meeting: Regular Council Meeting, December 22, 2020

Purpose: To Authorize Hinds County to pave Nimitz Street

Cost: N/A

Funding Source: Hinds County

Background:

This Interlocal Agreement with Hinds County will allow the County to pave Nimitz Street in Wards 4 & 5.

The City's obligation under the Interlocal Agreement will be to provide ongoing maintenance of these roads following the completion of the project.

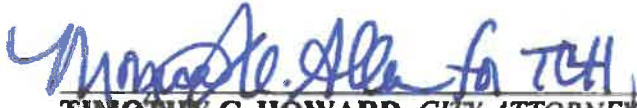
Please let me know if you have any questions.

Office of the City Attorney

OFFICE OF THE CITY ATTORNEY
455 East Capitol Street
Post Office Box 2779
Jackson, Mississippi 39203-2779
Telephone: (601) 960-1799
Facsimile: (601) 960-1756

OFFICE OF THE CITY ATTORNEY

This **ORDER AUTHORIZING THE MAYOR TO EXECUTE AN INTERLOCAL AGREEMENT WITH THE HINDS COUNTY BOARD OF SUPERVISORS FOR PUBLIC INFRASTRUCTURE PROJECT 2020-13 (WARDS 4 & 5)** is legally sufficient for placement in NOVUS Agenda.


TIMOTHY C. HOWARD, CITY ATTORNEY
Terry Williamson, *Legal Counsel*

12/14/20
DATE

ORDER AUTHORIZING THE MAYOR TO EXECUTE AN INTERLOCAL AGREEMENT WITH THE HINDS COUNTY BOARD OF SUPERVISORS FOR PUBLIC INFRASTRUCTURE PROJECT 2020-14 (WARD 1)

OFFICE OF THE CITY ATTORNEY
12-21-2020
12-21-2020

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).

Agenda Item #47
Agenda Date: December 22, 2020
(HOWARD, LUMUMBA)

ITEM#: _____

AGENDA: _____

BY: HOWARD, LUMUMBA

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET December 9, 2020
 DATE

POINTS		COMMENTS
1.	Brief Description/Purpose	ORDER AUTHORIZING THE MAYOR TO EXECUTE AN INTERLOCAL AGREEMENT WITH THE HINDS COUNTY BOARD OF SUPERVISORS FOR PUBLIC INFRASTRUCTURE PROJECT 2020-14 (WARD 1)
2.	Public Policy Initiative 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	6. Infrastructure and Transportation 7. Quality of Live
3.	Who will be affected	Motorists using the streets being improved
4.	Benefits	Provides a better driving surface for motorists using the streets.
5.	Schedule (beginning date)	After approval of the agreement by the Hinds County Board of Supervisors and a 60-day review period by the Attorney General's office
6.	Location: ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable	• Ward 1
7.	Action implemented by: ▪ City Department <input type="checkbox"/> ▪ Consultant <input type="checkbox"/>	Hinds County Board of Supervisors
8.	COST	• N/A
9.	Source of Funding ▪ General Fund <input type="checkbox"/> ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input type="checkbox"/>	• N/A
10.	EBO participation	ABE _____ % WAIVER yes ___ no ___ N/A <u> x </u> AABE _____ % WAIVER yes ___ no ___ N/A <u> x </u> WBE _____ % WAIVER yes ___ no ___ N/A <u> x </u> HBE _____ % WAIVER yes ___ no ___ N/A <u> x </u> NABE _____ % WAIVER yes ___ no ___ N/A <u> x </u>



**City of Jackson
Department of Public Works**

To: Chokwe Antar Lumumba, Mayor

From: Timothy Howard, City Attorney

Council Agenda Item Briefing Memo

Agenda Item: **ORDER AUTHORIZING THE MAYOR TO EXECUTE AN INTERLOCAL AGREEMENT WITH THE HINDS COUNTY BOARD OF SUPERVISORS FOR PUBLIC INFRASTRUCTURE PROJECT 2020-14 (WARD 1)**

Item #:

Council Meeting: Regular Council Meeting, December 22, 2020

Purpose: To Authorize Hinds County to pave Rolling Meadows Drive and Meadowoods Drive

Cost: N/A

Funding Source: Hinds County

Background:

This Interlocal Agreement with Hinds County will allow the County to pave Rolling Meadows Drive and Meadowoods Drive in Ward 1.

The City's obligation under the Interlocal Agreement will be to provide ongoing maintenance of these roads following the completion of the project.

Please let me know if you have any questions.

Office of the City Attorney

455 East Capitol Street
Post Office Box 2229
Jackson, Mississippi 39207-2779
Telephone: (601) 960-1799
Facsimile: (601) 960-1756

OFFICE OF THE CITY ATTORNEY
12/14/20

OFFICE OF THE CITY ATTORNEY

This **ORDER AUTHORIZING THE MAYOR TO EXECUTE AN INTERLOCAL AGREEMENT WITH THE HINDS COUNTY BOARD OF SUPERVISORS FOR PUBLIC INFRASTRUCTURE PROJECT 2020-14 (WARD 1)** is legally sufficient for placement in NOVUS Agenda.


TIMOTHY C. HOWARD, CITY ATTORNEY
Terry Williamson, Legal Counsel 


DATE

OFFICE OF THE CITY ATTORNEY
2020
12/22/20
CL

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.

Agenda Item #48
Agenda Date: December 22, 2020
(HOWARD, LUMUMBA)

Item No.: _____
Date: December 22, 2020
By: (Howard, Lumumba)

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET DATE: 12/22/2020

POINTS		COMMENTS																																			
1.	Brief Description	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																																			
2.	Purpose	Community Development																																			
3.	Who will be affected	Citizen																																			
4.	Benefits	Ingress and Egress																																			
5.	Schedule (beginning date)	Upon approval																																			
6.	Location: <ul style="list-style-type: none"> ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable 	Ward 7																																			
7.	Action implemented by: <ul style="list-style-type: none"> ▪ City Department ▪ Consultant 	Department of Planning & Development																																			
8.	COST	N/A																																			
9.	Source of Funding <ul style="list-style-type: none"> ▪ General Fund <input type="checkbox"/> ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input type="checkbox"/> 	N/A																																			
10.	EBO participation See attached sheets from Vendors	<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 15%;">ABE</td> <td style="width: 15%; text-align: right;">_____ %</td> <td style="width: 15%;">WAIVER</td> <td style="width: 10%;">yes</td> <td style="width: 10%;">no</td> <td style="width: 10%;">N/A</td> <td style="width: 10%; text-align: right;">_X_</td> </tr> <tr> <td>AABE</td> <td style="text-align: right;">_____ %</td> <td>WAIVER</td> <td>yes</td> <td>no</td> <td>N/A</td> <td style="text-align: right;">_X_</td> </tr> <tr> <td>WBE</td> <td style="text-align: right;">_____ %</td> <td>WAIVER</td> <td>yes</td> <td>no</td> <td>N/A</td> <td style="text-align: right;">_X_</td> </tr> <tr> <td>HBE</td> <td style="text-align: right;">_____ %</td> <td>WAIVER</td> <td>yes</td> <td>no</td> <td>N/A</td> <td style="text-align: right;">_X_</td> </tr> <tr> <td>NABE</td> <td style="text-align: right;">_____ %</td> <td>WAIVER</td> <td>yes</td> <td>no</td> <td>N/A</td> <td style="text-align: right;">_X_</td> </tr> </table>	ABE	_____ %	WAIVER	yes	no	N/A	_X_	AABE	_____ %	WAIVER	yes	no	N/A	_X_	WBE	_____ %	WAIVER	yes	no	N/A	_X_	HBE	_____ %	WAIVER	yes	no	N/A	_X_	NABE	_____ %	WAIVER	yes	no	N/A	_X_
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NABE	_____ %	WAIVER	yes	no	N/A	_X_																															

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3/16/84 462 460

BASEMENT FOR INSTALLATION, OPERATION, AND MAINTENANCE
OF A SEWER MAIN AND APPURTENANCES

For and in consideration of One Dollar (\$1.00) cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, CITY OF JACKSON, MISSISSIPPI, hereinafter referred to as the Grantor, hereby grants and conveys to the TOWN OF FLORENCE, MISSISSIPPI, hereinafter referred to as the Grantee, and its assigns, an assignable permanent easement and perpetual right-of-way 30.0 feet in width, in, upon, over, and across a tract of land owned by Grantor in the Northeast Quarter (NE 1/4) of the Northeast Quarter (NE 1/4) of Section 14, Township 3 North, Range 1 East, Rankin County, Mississippi, for the purposes of locating, constructing, installing, operating, and maintaining thereon a sewer main and related appurtenances, which easement is further described as follows:

A strip of land 30.0 feet in width located on the south side of Old Brandon Road (formerly the Jackson-Brandon Road) beginning at the west line of the East One-Half (E 1/2) of the Northeast Quarter (NE 1/4) of Section 14, Township 3 North, Range 1 East, Rankin County, Mississippi, and running southeasterly and along the south right-of-way line of said Old Brandon Road to the east line of the Northwest Quarter (NW 1/4) of the Northeast Quarter (NE 1/4) of Section 15, Township 3 North, Range 1 East, Rankin County, Mississippi, and further being one-half (1/2) a mile, more or less, in length.

Grantor also expressly and without limitation of the above conveyance grants to the Grantee the perpetual right of ingress and egress to, from, over, and upon the permanent easement herein described and to and from said sewer main and appurtenances to be installed therein for the purposes of maintaining, improving, and/or reconstructing said main and appurtenances; and the perpetual right to use as access to said permanent easement any drive, alley, parking area, or other suitable route when access is required through, over, and across property now owned by Grantor.

Grantor also expressly and without limitation of the above conveyance grants to the Grantee certain rights within the permanent easement including, but not limited to, the right to cut, fell and remove timber, trees, shrubs, underbrush, growing crops and other vegetation; debris, and other obstructions; the right to remove and replace with the same or like kind or substantially the same or better condition any fences, culverts, streets, driveways, structures, man-made obstructions, rail, dirt, and other materials whose removal is required for the safe and proper installation of said sewer main and appurtenances; the right to place thereon for a reasonable time, equipment and excavated soil, dirt, or other materials for the safe and proper installation of the sewer main and appurtenances.

Grantor reserves unto himself and his heirs, executors, administrators, successors, and assigns all right, title, interest, and privilege as may be exercised and enjoyed without interference with, or abridgment of, the permanent easement and rights hereby conveyed. Grantor expressly reserves the right to

Grantor: City of Jackson
Page 1 of 3

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construct and dedicate for public use roads, streets, driveways, and/or parking areas along, over, or across all or any part of the easement herein conveyed. Provided, however, except with the written consent of the Grantor, no improvements shall be made on or within the permanent easement until the sewer main has been installed and accepted by the Grantee, that no permanent structure shall be constructed on the permanent easement, that no soil, dirt, or other materials shall be placed on or excavated from the permanent easement, and that no unauthorized or unapproved connection to the sewer main shall be made.

The above stated consideration shall be in full settlement of all claims, grants, or rights of action accrued, accruing, or to accrue to the Grantor herein with the exception of damages to adjacent property, if any.

The easement and rights conveyed herein are granted to the fullest extent the Grantor has the power to grant, if at all, along and under the right-of-way for roads, streets and highways, utilities, pipelines, and drainage adjoining or through the above described permanent easement.

This easement shall be considered vacated and of no effect if the sewer main and/or appurtenances are not installed within five (5) years of the date of this easement.

200-462 REV 462

WITNESS this, the signature of the Grantor(s) on this the 27th day of March, 1984.

CITY OF JACKSON, MISSISSIPPI

BY [Signature]
3-27-84 ccm/afg/bs

STATE OF MISSISSIPPI
COUNTY OF Hinds

PERSONALLY appeared before me, the undersigned authority in and for the jurisdiction aforesaid, the above named Grantor(s) who acknowledged to me that (he) (she) (they) signed, sealed, and delivered the above and foregoing instrument of writing on the day and year therein mentioned.

GIVEN under my hand and Official Seal of Office on this the 27th day of March, 1984.

[Signature]
NOTARY PUBLIC
My Commission Expires 12/31/1987
My Commission Expires:

GRANTOR'S ADDRESS:
TOWN OF FLOWOOD, MISSISSIPPI
P. O. BOX 5536
FLOWOOD, MISSISSIPPI 39208

GRANTOR'S ADDRESS:
CITY OF JACKSON
P. O. BOX 17
JACKSON, MISSISSIPPI 39205

Job No. 82-907-110
Date: 02/19/1984

Acres in permanent easement is 1.82 acres, more or less.

Grantor: City of Jackson
Page 3 of 3

BY 4-36 [Signature]
IN W 462 462
SOL. DEAN KIMBLE, CHY. CLK.
RECORD BY [Signature] S.C.

LRMINQ01

LANDROLL INQUIRY - LEGAL

Parcel: D08N000024 00000

Library 2021 LANDROLL

Legal Description

APPROX 30' STRIP S SIDE OLD BRANDON
RD ACROSS NE4 NE4

DB	46	PG 0004	0121594
DB	462	PG 0460	0043084

PPIN 5365

Page 1

F1-1ST LGL F2-NXT LGL F4-NAME F6-ADDENDUM F7-DEED F8-FLAG F24-EXIT
F3 Next Record, Page-Up Prev Record, F13 Paperlink

Office of the City Attorney

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

OFFICE OF THE CITY ATTORNEY

This ORDER 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 is legally sufficient for placement in NOVUS Agenda.



Timothy Howard, City Attorney

Chandra Gayten, Deputy City Attorney *Ch*

12/11/00

Date

OFFICE OF THE CITY ATTORNEY
12/11/00
Ch

OFFICE OF THE CITY ATTORNEY
12/19/20

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

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Agenda Date: December 22, 2020
(HOWARD, LUMUMBA)

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," 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.

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-____ \$ _____

<u>Rate of Interest</u> _____ %	<u>Maturity</u> _____	<u>Date of Original Issue</u> _____, 2021	<u>[CUSIP]</u> _____
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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**

I, 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-____ \$ _____

<u>Rate of Interest</u> _____%	<u>Maturity</u> _____	<u>Date of Original Issue</u> _____, 2021	<u>[CUSIP]</u> _____
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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**

I, 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

EXHIBIT D

FORM OF BOND PURCHASE AGREEMENT

EXHIBIT E

FORM OF ESCROW AGREEMENT

EXHIBIT F

FORM OF PAYING AGENT AGREEMENT

EXHIBIT G

FORM OF TENDER OFFER AGREEMENT

PRELIMINARY OFFICIAL STATEMENT

DATED _____, 2021

TWO NEW ISSUES/BOOK- ENTRY ONLY

RATINGS: S&P "A" (Stable)
(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 covenant 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 2021A Bonds is excludable from federal alternative minimum taxable income. Interest on the Series 2021B Bonds (as defined herein) should be treated as includable in gross income of the holders 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 all income taxation in the State of Mississippi. See "TAX MATTERS" herein and APPENDIX C - FORM OF THE OPINION OF BOND COUNSEL attached hereto.

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

Due: 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, Betty 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.



This Preliminary Official Statement and certain of the information contained herein is in a form deemed final for purposes of Rule 15c2-12 under the Securities Exchange Act of 1934, as amended (except for the omission of certain information permitted to be omitted under Rule 15c2-12(b)(1)). This Preliminary Official Statement and the information contained herein are subject to revisions, completion or amendment in the final Official Statement. It is understood that the information may not be sold nor may offers to buy be accepted prior to the time the Official Statement is delivered in final form. Under no circumstances shall this Preliminary Official Statement constitute an offer to sell or a solicitation of an offer to buy nor shall there be any sale of these securities in any jurisdiction in which such offer, solicitation or sale would be unlawful prior to registration or qualification under the securities laws of any such jurisdiction.

SERIES 2021A BONDS

MATURITY SCHEDULE*

<u>Maturity Date</u>	<u>Principal Amount</u>	<u>Interest Rate</u>	<u>Yield</u>	<u>Price</u>	<u>CUSIP¹</u>
03/01/2022					
03/01/2023					
03/01/2024					
03/01/2025					

SERIES 2021B BONDS

MATURITY SCHEDULE*

<u>Maturity Date</u>	<u>Principal Amount</u>	<u>Interest Rate</u>	<u>Yield</u>	<u>Price</u>	<u>CUSIP²</u>
03/01/2025					
03/01/2026					
03/01/2027					
03/01/2028					
03/01/2029					

¹ The CUSIP numbers listed above are being provided solely for the convenience of the holders of the Series 2021 Bonds only, the City and the Underwriter do not make any representation with respect to such CUSIP numbers or undertake any responsibility for their accuracy. The CUSIP numbers are subject to being changed after the issuance of the Series 2021 Bonds as a result of various subsequent actions, including but not limited to a refunding in whole or in part of the Series 2021 Bonds.

² The CUSIP numbers listed above are being provided solely for the convenience of the holders of the Series 2021 Bonds only, the City and the Underwriter do not make any representation with respect to such CUSIP numbers or undertake any responsibility for their accuracy. The CUSIP numbers are subject to being changed after the issuance of the Series 2021 Bonds as a result of various subsequent actions, including but not limited to a refunding in whole or in part of the Series 2021 Bonds.

*Preliminary, subject to change.

THIS OFFICIAL STATEMENT DOES NOT CONSTITUTE AN OFFERING OF ANY SECURITY OTHER THAN THE ORIGINAL OFFERING OF THE BONDS IDENTIFIED ON THE COVER HEREOF. NO PERSON HAS BEEN AUTHORIZED TO GIVE ANY INFORMATION OR TO MAKE ANY REPRESENTATION OTHER THAN THAT CONTAINED IN THIS OFFICIAL STATEMENT, AND IF GIVEN OR MADE SUCH OTHER INFORMATION OR REPRESENTATION MUST NOT BE RELIED UPON AS HAVING BEEN AUTHORIZED. THIS OFFICIAL STATEMENT DOES NOT CONSTITUTE AN OFFER TO SELL OR THE SOLICITATION OF AN OFFER TO BUY, AND THERE SHALL NOT BE ANY SALE OF THE BONDS BY ANY PERSON IN ANY JURISDICTION IN WHICH IT IS UNLAWFUL TO MAKE SUCH OFFER, SOLICITATION OR SALE. THE INFORMATION AND EXPRESSION OF OPINIONS HEREIN ARE SUBJECT TO CHANGE WITHOUT NOTICE AND NEITHER THE DELIVERY OF THIS OFFICIAL STATEMENT NOR THE SALE OF ANY OF THE BONDS SHALL, UNDER ANY CIRCUMSTANCES, CREATE ANY IMPLICATION THAT THE INFORMATION HEREIN IS CORRECT AS OF ANY TIME SUBSEQUENT TO THE DATE HEREOF. THIS OFFICIAL STATEMENT IS NOT TO BE CONSTRUED AS A CONTRACT OR AGREEMENT BETWEEN THE CITY AND THE UNDERWRITERS OR HOLDERS OF THE BONDS. ALL ESTIMATES AND ASSUMPTIONS CONTAINED HEREIN ARE BELIEVED TO BE REASONABLE, BUT NO REPRESENTATION IS MADE THAT SUCH ESTIMATES OR ASSUMPTIONS ARE CORRECT OR WILL BE REALIZED.

INFORMATION HEREIN HAS BEEN OBTAINED FROM THE CITY, DTC AND OTHER SOURCES BELIEVED TO BE RELIABLE, BUT THE ACCURACY OR COMPLETENESS OF SUCH INFORMATION IS NOT GUARANTEED BY THE UNDERWRITERS.

UPON ISSUANCE, THE BONDS WILL NOT BE REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR ANY STATE SECURITIES LAW, AND WILL NOT BE LISTED ON ANY STOCK OR OTHER SECURITIES EXCHANGE. NEITHER THE SECURITIES AND EXCHANGE COMMISSION NOR ANY OTHER FEDERAL, STATE OR OTHER GOVERNMENTAL ENTITY OR AGENCY, OTHER THAN THE CORPORATION AND THE BOARD (TO THE EXTENT DESCRIBED HEREIN), WILL HAVE PASSED UPON THE ACCURACY OR ADEQUACY OF THIS OFFICIAL STATEMENT OR APPROVED THE BONDS FOR SALE.

IN CONNECTION WITH THIS OFFERING, THE UNDERWRITER MAY OVERALLOT OR EFFECT TRANSACTIONS THAT STABILIZE OR MAINTAIN THE MARKET PRICE OF THE BONDS AT A LEVEL ABOVE THAT WHICH MIGHT OTHERWISE PREVAIL IN THE OPEN MARKET. SUCH STABILIZING, IF COMMENCED, MAY BE DISCONTINUED AT ANY TIME.

THE UNDERWRITER HAS PROVIDED THE FOLLOWING SENTENCE FOR INCLUSION IN THIS OFFICIAL STATEMENT. THE UNDERWRITER HAS REVIEWED THE INFORMATION IN THIS OFFICIAL STATEMENT IN ACCORDANCE WITH, AND AS PART OF, ITS RESPONSIBILITY TO INVESTORS UNDER THE FEDERAL SECURITIES LAWS AS APPLIED TO THE FACTS AND CIRCUMSTANCES OF THIS TRANSACTION, BUT THE UNDERWRITER DOES NOT GUARANTEE THE ACCURACY OR COMPLETENESS OF SUCH INFORMATION.

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CITY OF JACKSON, MISSISSIPPI

MAYOR

CHOKWE ANTAR LUMUMBA

CITY COUNCIL

*ASHBY FOOTE
ANGELIQUE LEE.
KENNETH I. STOKES
DE'KEITHER STAMPS
CHARLES TILLMAN
AARON BANKS
VIRGI LINDSAY*

CITY CLERK

ANGELA HARRIS

CITY ATTORNEY

TIMOTHY HOWARD

ISSUER'S COUNSEL

BETTY A. MALLET, PLLC

BOND COUNSEL

BUTLER SNOW LLP

MUNICIPAL ADVISORS

PFM FINANCIAL ADVISORS, LLC

UNDERWRITERS COUNSEL

DENTONS

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OFFICIAL STATEMENT
CITY OF JACKSON, MISSISSIPPI

\$24,000,000

**GENERAL OBLIGATION REFUNDING BONDS,
TAX-EXEMPT SERIES 2021A**

**GENERAL OBLIGATION REFUNDING BONDS,
TAXABLE SERIES 2021B**

INTRODUCTION

The purpose of this Official Statement, including its Appendices, is to set forth certain information concerning the issuance and sale of 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"). In addition to any terms defined within the Bond Resolution (as hereinafter defined) or elsewhere defined herein, capitalized terms used in this Official Statement have the meanings set forth under the heading "Definitions" below.

DEFINITIONS

"Act" shall mean Sections 31-15-1 et seq., and 31-27-1 et seq., Mississippi Code of 1972, as amended.

"Bank" shall mean the Mississippi Development Bank, a public corporation and instrumentality of the State of Mississippi.

"Bond" or "Bonds" shall mean the not to exceed twenty-four million (\$24,000,000) City of Jackson, Mississippi General Obligation Refunding Bonds, Tax-Exempt Series 2021A and General Obligation Refunding Bonds, Taxable Series 2021B, of the City authorized and directed to be issued by the Bond Resolution for the Refunding.

"Bond Counsel" shall mean Butler Snow LLP, Ridgeland, Mississippi or any other nationally recognized attorneys on the subject of municipal bonds.

"Bondholder" or "Holder" shall mean the Registered Owner of any Bond issued pursuant to the Bond Resolution.

"Bond Resolution" shall mean the resolution adopted by the Governing Body on December 22, 2020, pursuant to which the Bonds are being issued as the same from time to time may be amended.

"Business Day" shall mean a day of the year on which banks located in the city in which the principal office of the Paying Agent is located are not required or authorized to remain closed.

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

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

"Closing Date" with respect to the Bonds shall mean the date of issuance and delivery of the Bonds to the Underwriters.

"County" shall mean Hinds County, Mississippi.

"Escrow Agreement" shall mean the agreement to be entered into by and between the Bank, the City, and the Escrow Agent, providing for the escrow and investment of a portion of the proceeds of the Bonds to effect the refunding of the City of Jackson, Mississippi General Obligation Bond, Series 2003 (Jackson, Mississippi General Obligation Bond Project) and the Mississippi Development Bank Special Obligation Bonds, Series 2003 (Jackson, Mississippi General Obligation Bond Project).

"Escrow Agent" shall mean _____, in its capacity as escrow trustee under the Escrow Agreement, and any successor or assign in such capacity.

"Fiscal Year" shall mean the period beginning on October 1 of one year and ending on September 30 of the following year.

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

"Payment Dates" shall mean, while any of the Bonds are outstanding, March 1 and September 1 of each year, commencing September 1, 2021.

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

"Record Date" shall mean, as to interest payments on any Bonds, the 15th day of the month preceding the dates set for payment of interest on such Bonds and, as to payments of principal on any Bonds, the fifteenth (15th) day of the month preceding the date on which such principal shall be due and payable, whether at maturity or upon the redemption date applicable to such Bonds.

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

"Refunded Bonds" shall mean all or a portion of the City of Jackson, Mississippi General Obligation Bond, Series 2003 (Jackson, Mississippi General Obligation Bond Project); Mississippi Development Bank Special Obligation Bonds, Series 2003 (Jackson, Mississippi General Obligation Bond Project); City of Jackson, Mississippi General Obligation Bond, Series 2010A (Jackson, Mississippi General Obligation Bond Project); Mississippi Development Bank Special Obligation Bonds, Series 2010A (Jackson, Mississippi General Obligation Bond Project); and City of Jackson, Mississippi General Obligation Refunding Bond, Series 2016A to be refunded with a portion of the proceeds of the Bonds.

"Refunding" shall mean providing for the payment of the principal amount of the Refunded Bonds, redemption premiums (if any), and interest accrued or to accrue to the date of redemption of the Refunded Bonds.

"Registered Owner" shall mean the Person whose name shall appear in the registration books of the City maintained by the Paying Agent with respect to any of the Bonds.

THE BONDS

Purpose and Authorization. The Bonds are being issued to raise money to provide for the refunding, defeasance and/or restructuring of all or a portion of the outstanding Refunded Bonds and to pay certain costs incident to the sale and issuance of the Bonds.

The Bonds will be issued pursuant to the provisions of the Act and the Bond Resolution.

Terms of the Bonds. The Series 2021A Bonds shall be in the principal amount of \$ _____; shall be issued as fully registered bonds; shall be dated the date of their delivery; shall be in the denomination of \$5,000 each or any integral multiple thereof; shall be numbered consecutively in numerical order from 1 upward; shall bear interest from the date thereof at the rates set forth on the inside cover page, payable on September 1, 2021, and semiannually

thereafter on March 1 and September 1 of each year; and shall mature in the years and principal amounts as set forth on the inside cover page.

The Series 2021B Bonds shall be in the principal amount of \$ _____; shall be issued as fully registered bonds; shall be dated their date of delivery; shall be in the denomination of \$5,000 each or any integral multiple thereof; shall be numbered consecutively in numerical order from 1 upward; shall bear interest from the date thereof at the rates set forth on the inside cover page, payable on September 1, 2021, and semiannually thereafter on March 1 and September 1 of each year; and shall mature in the years and principal amounts as set forth on the inside cover page.

Optional Redemption of the Bonds. The Bonds are not subject to redemption.

Security. The Bonds shall be general obligations of the City, and the full faith, credit and resources of the City are hereby irrevocably pledged for the payment of the principal of and interest on the Bonds. For the purposes of effectuating and providing for the payment of the principal of and interest on the 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 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 applicable Bond Fund (as hereinafter defined), or has made other provisions for funds, to be applied toward the payment of the principal of and interest on the Bonds due during the ensuing Fiscal Year of the City, in accordance with the provisions of the Bond Resolution. Said tax shall be extended upon the tax rolls and collected in the same manner and at the same time as other taxes of the City are collected, and the rate of tax which shall be so extended shall be sufficient in each year fully to produce the sums required as aforesaid, without limitation as to rate or amount. The avails of said tax are hereby pledged for the payment of the principal of and interest on the Bonds as the same shall respectively mature and accrue. Should there be a failure in any year to comply with the requirements of the Bond Resolution, such failure shall not impair the right of the Registered Owners of any of the Bonds in any subsequent year to have adequate taxes levied and collected to meet the obligations of the Bonds, both as to principal and interest.

Series 2021A Bond Fund. The City shall maintain with a qualified depository thereof a Series 2021A Bond Fund in the name of the City for the payment of the principal of and interest on the Series 2021A Bonds and the payment of the Paying Agent's fees in connection therewith. There shall be deposited into the Series 2021A Bond Fund as and when received:

(1) the accrued interest and premium, if any, if directed by the Mayor, received upon delivery of the Series 2021A Bonds;

(2) the avails of any of the ad valorem taxes levied and collected pursuant to the Bond Resolution;

(3) any income received from investment of moneys in the Series 2021A Bond Fund; and

(4) 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 Series 2021A Bond Fund.

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

Series 2021B Bond Fund. The City shall maintain with a qualified depository thereof a Series 2021B Bond Fund in the name of the City for the payment of the principal of and interest on the Series 2021B Bonds and the

payment of the Paying Agent's fees in connection therewith. There shall be deposited into the Series 2021B Bond Fund as and when received:

- (1) the accrued interest and premium, if any, if directed by the Mayor, received upon delivery of the Series 2021B Bonds;
- (2) the avails of any of the ad valorem taxes levied and collected pursuant to the Bond Resolution;
- (3) any income received from investment of moneys in the Series 2021B Bond Fund; and
- (4) 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 Series 2021B Bond Fund.

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

Sources and Uses of Funds. The following is a summary of the expected sources and uses of the proceeds of the Bonds:

<u>Sources of Funds</u>	<u>Series 2021A Bonds</u>	<u>Series 2021B Bonds</u>
Par Amount of Bonds	\$ _____	\$ _____
Net Original Issue [Premium/Discount]	\$ _____	\$ _____
Total Sources	\$ _____	\$ _____
 <u>Uses of Funds</u>		
Deposit to Escrow Account	\$ _____	\$ _____
Deposit to the Bond Fund of the Refunded Bonds	\$ _____	\$ _____
Deposit to Costs of Issuance Account	\$ _____	\$ _____
Underwriter's Discount	\$ _____	\$ _____
Total Uses		

PLAN OF REFUNDING

Upon initial delivery of the Bonds, the proceeds of the sale thereof shall be deposited as follows:

The principal proceeds received upon the sale of the Series 2021A Bonds shall be deposited with the Escrow Agent in the Series 2021A Escrow Account and the Series 2021A Cost of Issuance Account (as such terms are defined in the Escrow Agreement) created pursuant to the Escrow Agreement. The portion of the proceeds of the Series 2021A Bonds deposited in the Series 2021A Cost of Issuance Account will be used by the Escrow Agent to pay all legal fees and expenses including those of Bond Counsel, Underwriters' Counsel, Special Counsel to the City, Municipal Advisor's fees and expenses, Paying Agent fees and expenses, premiums, verification agent fees and expenses, rating agency fees, and all other fees and expenses incurred by the City in connection with the authorization, issuance, sale, validation and delivery of the Series 2021A Bonds. The balance of the proceeds of the Series 2021A Bonds deposited in the Series 2021A Escrow Account shall be used by the Escrow Agent for the payment of the principal and interest on the Refunded Bonds being refunded with the Series 2021A Bonds as such becomes due and payable and, upon redemption or maturity thereof, the principal of, premium, if any, and interest on such Refunded Bonds.

The principal proceeds received upon the sale of the Series 2021B Bonds shall be deposited with the Escrow Agent in the Series 2021B Escrow Account and the Series 2021B Cost of Issuance Account (as such terms are defined in the Escrow Agreement) created pursuant to the Escrow Agreement. The portion of the proceeds of the Series 2021B Bonds deposited in the Series 2021B Cost of Issuance Account will be used by the Escrow Agent to pay all legal fees

and expenses including those of Bond Counsel, Underwriters' Counsel, Special Counsel to the Issuer, Municipal Advisor's fees and expenses, Paying and Transfer Agent and expenses, premiums, verification agent fees and expenses, rating agency fees, and all other fees and expenses incurred by the City in connection with the authorization, issuance, sale, validation and delivery of the Series 2021B Bonds. The balance of the proceeds of the Series 2021B Bonds deposited in the Series 2021B Escrow Account shall be used by the Escrow Agent for the payment of the principal and interest on the Refunded Bonds being refunded with the Series 2021B Bonds as such becomes due and payable and, upon redemption or maturity thereof, the principal of, premium, if any, and interest on such Refunded Bonds.

The schedule of Refunded Bonds is attached as "APPENDIX ___" hereto.

1995 CONSTITUTIONAL AMENDMENT

The qualified electors of the State of Mississippi (the "State") voted in a general election held on November 7, 1995, to amend the Mississippi Constitution of 1890 to add the following new Section 172A (the "**Amendment**");

SECTION 172A. Neither the Supreme Court nor any inferior court of this state shall have the power to instruct or order the state or any political subdivision thereof, or an official of the state or any political subdivision, to levy or increase taxes.

The Amendment does not affect the underlying obligation to pay the principal of and interest on the Bonds as they mature and become due nor does it affect the obligation to levy a tax sufficient to accomplish that purpose. However, even though it appears that the Amendment was not intended to affect Bondholders' remedies in the event of a payment default, it potentially prevents Bondholders from obtaining a writ of mandamus to compel the levying of taxes to pay the principal of and interest on the Bonds in a court of the State. It is not certain whether the Amendment would affect the right of a federal court to direct the levy of a tax to satisfy a contractual obligation. Other effective remedies are available to the Bondholders in the event of a payment default with respect to the Bonds. For example, Bondholders can seek a writ of mandamus to compel the City to use any legally available moneys to pay the debt service on the Bonds, and if such writ of mandamus is issued and public officials fail to comply with such writ, then such public officials may be held in contempt of court. In addition, pursuant to the Mississippi Constitution §175, all public officers who are guilty of willful neglect of duty may be removed from office.

CONTINUING DISCLOSURE

The City has covenanted for the benefit of the owners of the Bonds to provide certain financial information and operating data relating to the City within twelve months after the end of each fiscal year of the City beginning with the fiscal year ending on September 30, 2021 (the "**Annual Report**"), and to provide notices of the occurrence of certain enumerated events, in certain cases if deemed material under federal laws. The Annual Report and notices of material events will be filed by the City with (a) the Municipal Securities Rulemaking Board (the "**MSRB**") through MSRB's Electronic Municipal Market Assess system at <http://emma.msrb.org> ("**EMMA**") in the electronic format then prescribed by the Securities and Exchange Commission (the "**SEC**") pursuant to SEC Rule 15c2-12(b)(5) (the "**Rule**"), and with (b) any public or private repository or entity designated by a state as a State Repository, if any, for the purposes of the Rule. This information will be made available free to securities brokers and the general public through EMMA. For the procedures for all filings and notices due to the MSRB, instructions will be provided on the following website for MSRB: <http://emma.msrb.org>. The specific nature of the information to be contained in the Annual Report or the notices of material events is summarized in APPENDIX D to this Official Statement. These covenants have been made in order to assist the Underwriter in complying with the Rule.

The City has previously entered into continuing disclosure undertakings with respect to bonds it has issued or for which it is the "obligated person" within the meaning of Securities and Exchange Commission Rule 15c2-12(b)(5) (the "**Rule**"). The City has reviewed the last five years of filings and continuing disclosure undertakings with respect to any outstanding bonds within the meaning of the Rule.

During the past five years, the City has failed to file on a timely basis certain required information required by prior continuing disclosure undertakings. In certain instances, the City has failed to provide notice of its failure to timely file required information and/or provide unaudited financial statements where required. The City's unaudited financial statements for Fiscal Year 2020 are being filed by reference as part of this Official Statement. This has been

due, in part, to the City's auditors being unable to complete their audit process in a timely manner. The City's auditors are responsible for compiling unaudited financial statements for the City as part of the audit process. The City is working with its auditors to ensure timely completion of the City's financial statements moving forward. Without a determination of materiality, there may have been instances in which some tables included in the City's prior continuing disclosure undertakings were not included in every filing on EMMA. In addition, some of the past filings required of the City may not have been filed under all outstanding CUSIPs and may have been misfiled under the wrong CUSIP or under the wrong heading within the CUSIP.

Pursuant to previously entered continuing disclosure undertakings, the City ensures to timely file its Annual Report, together with any required Accompanying Information. The City has hired a dissemination agent to file the City's required Annual Report, together with any required Accompanying Information and to assist in the general compliance with its continuing disclosure obligations.

BOOK-ENTRY ONLY SYSTEM

DTC will act as securities depository for the Bonds. The Bonds will be issued as fully registered securities registered in the name of Cede & Co. (DTC's partnership nominee) or such other name as may be requested by the authorized representative of DTC. One fully-registered bond certificate will be issued for each maturity of the Bonds in the aggregate principal amount of such maturity, and will be deposited with DTC.

DTC, the world's largest securities depository, is a limited-purpose trust company organized under the New York Banking Law, a "banking organization" within the meaning of the New York Banking Law, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code and a "clearing agency" registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 3.5 million issues of U.S. and non-U.S. equity issues, corporate and municipal debt issues, and money market instruments from over 100 countries that DTC's participants ("Direct Participants") deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities, through electronic computerized book-entry transfers and pledges between Direct Participants' accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is a wholly-owned subsidiary of The Depository Trust & Clearing Corporation ("DTCC"). DTCC is the holding company for DTC, National Securities Clearing Corporation and Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or 9 indirectly ("**Indirect Participants**"). DTC has Standard & Poor's rating of AA+. The DTC Rules applicable to its Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at www.dtcc.com.

Purchases of Bonds under the DTC system must be made by or through Direct Participants, which will receive a credit for the Bonds on DTC's records. The ownership interest of each actual purchaser of each Bond ("**Beneficial Owner**") is in turn to be recorded on the Direct and Indirect Participants' records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transactions, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the Bonds are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in the Bonds, except in the event that use of the book-entry system for the Bonds is discontinued.

To facilitate subsequent transfers, all Bonds deposited by Direct Participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co. or such other name as may be requested by an authorized representative of DTC. The deposit of the Bonds with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not affect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Bonds; DTC's records reflect only the identity of the Direct Participants to whose accounts such Bonds are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time. Beneficial Owners of the Bonds may wish to take certain steps to augment the transmission to them of notices of significant events with respect to the Bonds, such as redemptions, tenders, defaults, and proposed amendments to the Bonds documents. For example, Beneficial Owners of the Bonds may wish to ascertain that the nominee holding the Bonds for their benefit has agreed to obtain and transmit notices to Beneficial Owners. In the alternative, Beneficial Owners may wish to provide their names and addresses to the registrar and request that copies of notices be provided directly to them.

Redemption notices shall be sent to DTC. If less than all of the Bonds within an issue are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such issue to be redeemed.

Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to the Bonds unless authorized by a Direct Participant in accordance with DTC's MMI Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to the City as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts the Bonds are credited on the record date (identified in a listing attached to the Omnibus Proxy).

Redemption proceeds, principal payments, and interest payments on the Bonds will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts, upon DTC's receipt of funds and corresponding detailed information from the City or the Paying Agent, on payment dates in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC, the Paying Agent or the City, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of redemption proceeds, principal payments, and interest payments to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of the City or the Paying Agent, disbursement of such payments to Direct Participants will be the responsibility of DTC and disbursement of such payments to the Beneficial Owners will be the responsibility of Direct and Indirect Participants.

DTC may discontinue providing its services as depository with respect to the Bonds at any time by giving reasonable notice to the City or the Paying Agent. Under such circumstances, in the event that a successor depository is not obtained, Bond certificates are required to be printed and delivered.

The City may decide to discontinue use of the system of book-entry transfers through DTC (or a successor securities depository). In that event, Bond certificates will be printed and delivered to DTC.

The information in this section concerning DTC and DTC's book-entry system has been obtained from sources that the City believes to be reliable, but the City takes no responsibility for the accuracy thereof. So long as Cede & Co. is the registered holder of the Bonds as nominee of DTC, references herein to the Holders, holders, or registered owners of the Bonds mean Cede & Co. and not the Beneficial Owners of the Bonds.

THE CITY, THE UNDERWRITERS AND THE PAYING AGENT CANNOT AND DO NOT GIVE ANY ASSURANCES THAT THE DIRECT PARTICIPANTS OR THE INDIRECT PARTICIPANTS WILL DISTRIBUTE TO THE BENEFICIAL OWNERS OF THE BONDS (I) PAYMENTS OF PRINCIPAL OF OR INTEREST AND PREMIUM, IF ANY, ON THE BONDS; (II) CERTIFICATES REPRESENTING AN OWNERSHIP INTEREST OR OTHER CONFIRMATION OF BENEFICIAL OWNERSHIP INTERESTS IN THE BONDS; OR (III) REDEMPTION OR OTHER NOTICES SENT TO DTC OR CEDE & CO., ITS NOMINEE, AS THE REGISTERED OWNERS OF THE BONDS, OR THAT THEY WILL DO SO ON A TIMELY BASIS OR THAT DTC OR DIRECT OR INDIRECT PARTICIPANTS WILL SERVE AND ACT IN THE MANNER DESCRIBED IN THIS OFFICIAL STATEMENT. THE CURRENT "RULES" APPLICABLE TO DTC ARE ON FILE WITH THE SECURITIES AND EXCHANGE COMMISSION AND THE CURRENT "PROCEDURES" OF DTC TO BE FOLLOWED IN DEALING WITH DTC PARTICIPANTS ARE ON FILE WITH DTC. THE CITY, THE PAYING AGENT AND THE UNDERWRITERS WILL HAVE NO RESPONSIBILITY OR OBLIGATION TO SUCH DTC PARTICIPANTS OR THE BENEFICIAL OWNERS WITH RESPECT TO (1) THE BONDS; (2) THE ACCURACY OF ANY RECORDS MAINTAINED BY DTC OR ANY DTC PARTICIPANT; (3) THE PAYMENT BY ANY DTC PARTICIPANT OF ANY AMOUNT DUE TO ANY BENEFICIAL OWNER IN RESPECT OF THE PRINCIPAL AMOUNT OF OR INTEREST OR PREMIUM, IF ANY, ON THE BONDS; (4) THE DELIVERY BY ANY DTC PARTICIPANT OF ANY NOTICE TO ANY BENEFICIAL OWNER WHICH IS REQUIRED OR PERMITTED UNDER THE TERMS OF THE BOND RESOLUTION TO BE GIVEN TO BONDHOLDERS; (5) THE SELECTION OF THE BENEFICIAL OWNERS TO RECEIVE PAYMENT IN THE EVENT OF ANY PARTIAL REDEMPTION OF THE BONDS; OR (6) ANY CONSENT GIVEN OR OTHER ACTION TAKEN BY DTC AS BONDHOLDER.

TAX MATTERS

Series 2021A Bonds. The Internal Revenue Code of 1986, as amended and supplemented from time to time (the "**Code**"), includes requirements which the City must continue to meet after the issuance of the Series 2021A Bonds in order that interest on the Series 2021A Bonds not be included in gross income for federal income tax purposes. The City's failure to meet these requirements may cause interest on the Series 2021A Bonds to be included in gross income for federal income tax purposes retroactive to its date of issuance. The City has covenanted in the Bond Resolution and certain certificates to comply with the requirements of the Code in order to maintain the exclusion of interest on the Series 2021A Bonds from gross income for federal income tax purposes.

In the opinion of Bond Counsel, assuming compliance by the City with the tax covenants referred to above, under existing statutes, regulations, rulings and court decisions, interest on the Series 2021A Bonds is excludable from gross income for federal income tax purposes. Interest on the Series 2021A Bonds is not an item of tax preference for purposes of the federal alternative minimum tax imposed on individuals and corporations.

Bond Counsel is further of the opinion that under existing laws, regulations, rulings and judicial decisions, interest on the Series 2021A Bonds is exempt from income taxation in the State of Mississippi.

Except as described above, Bond Counsel will express no opinion regarding the federal income tax consequences resulting from the ownership of, receipt or accrual of interest on, or disposition of the Series 2021A Bonds. Ownership of tax-exempt obligations such as the Series 2021A Bonds may result in collateral federal income tax consequences to certain taxpayers, including, without limitation, financial institutions, property and casualty insurance companies, certain foreign corporations, certain S corporations, individual recipients of Social Security or railroad retirement benefits and taxpayers who may be deemed to have incurred or continued indebtedness to purchase or carry tax-exempt obligations. Prospective purchasers of the Series 2021A Bonds should consult their tax advisors as to the applicability and impact of any such collateral consequences.

Series 2021A Premium Bonds. The initial public offering prices of the Series 2021A Bonds maturing on March 1 of the years _____ through and including _____ are more than the amounts payable at the maturity dates thereof as set forth on the inside front cover of this Official Statement. Such Series 2021A Bonds are hereinafter referred to as the "Series 2021A Premium Bonds." Under the Code, the difference between the principal amount of a Series 2021A Premium Bond and the cost basis of such Series 2021A Premium Bond to its owner (other than an owner who holds such a Series 2021A Premium Bond as inventory, stock in trade or for sale to customers in the ordinary course of business) is "bond premium." Bond premium is amortized over the term of such a Series 2021A Premium Bond for federal income tax purposes. The owner of a Series 2021A Premium Bond is required to decrease its basis in such Series 2021A Premium Bond by the amount of amortizable bond premium attributable to each taxable year he holds the Series 2021A Premium Bond. The amount of the amortizable bond premium attributable to each taxable year is determined on an actuarial basis at a constant interest rate compounded on each interest payment date. The amortizable bond premium attributable to a taxable year is not deductible for federal income tax purposes.

Owners of Series 2021A Premium Bonds should consult their own tax advisors with respect to the precise determination for federal income tax purposes of the treatment of bond premium upon sale, redemption or other disposition of such Series 2021A Premium Bonds and with respect to the state and local tax consequences of owning and disposing of such Series 2021A Premium Bonds.

Series 2021A Discount Bonds. The initial public offering prices of the Series 2021A Bonds maturing on March 1 of the years _____ through and including _____ are less than the amounts payable at the maturity dates thereof as set forth on the inside front cover of this Official Statement. Such Series 2021A Bonds are hereinafter collectively referred to as the "Series 2021A Discount Bonds." An amount not less than the difference between the initial public offering price of each Series 2021A Discount Bond and the amount payable at maturity date thereof constitutes original issue discount which will be treated as interest on such Series 2021A Discount Bond, and to the extent properly allocable to an owner who acquires a Series 2021A Discount Bond at the initial offering thereof, will be excludable from gross income for federal income tax purposes, and a portion of the original issue discount that accrues in each year to an owner of a Series 2021A Bond that is a Series 2021A Discount Bond will not be an item of tax preference in computing the alternative minimum tax for individuals and corporations; however, with respect to corporations (as defined for federal income tax purposes) such original issue discount that accrues in each year is

taken into account in determining adjusted current earnings for purposes of computing the alternative minimum tax imposed on such corporations. Consequently, corporate owners of any Series 2021A Discount Bonds should be aware that the accrual of original issue discount in each year may result in an alternative minimum tax liability although the corporate owners of such Series 2021A Discount Bonds have not received cash attributable to such original issue discount in such year.

Owners of Series 2021A Discount Bonds should consult their tax advisors with respect to the determination for federal income tax purposes of the amount of original issue discount or interest properly accruable with respect to Series 2021A Discount Bonds and other tax consequences of owning and disposing of Series 2021A Discount Bonds, and with respect to the state and local tax consequences of owning and disposing of Series 2021A Discount Bonds.]

Future Legislation. The federal government is considering various legislative proposals for reducing the federal budget deficit and the federal debt and promoting economic growth, and some of these proposals, if enacted, could affect the tax-exempt status of state and local bonds, such as the Series 2021A Bonds. Owners of the Series 2021A Bonds should consult their own tax advisors as to the applicability and effect on their federal income taxes of the alternative minimum tax, the environmental tax, the branch profits tax and the tax on passive investment income of corporations, as well as the applicability and effect of any other collateral federal income tax consequences.

Series 2021B Bonds.

INTEREST ON THE SERIES 2021B BONDS SHOULD BE TREATED AS INCLUDABLE IN GROSS INCOME OF THE HOLDERS THEREOF FOR FEDERAL INCOME TAX PURPOSES.

In the opinion of Bond Counsel, under existing laws, regulations, rulings and judicial decisions, interest on the Series 2021B Bonds is exempt from income taxation in the State of Mississippi.

RATINGS

S&P Global ratings, a Standard & Poor's Financial Services LLC business ("**S&P**"), has assigned an insured rating of "___" (_____) to the Bonds. This rating reflects only the view of S&P and the City makes no representation as to the appropriateness of this rating. There is no assurance that such ratings will continue for any given period of time or that it will not be revised or withdrawn entirely by S&P, if in the judgment of S&P, circumstances so warrant. Any such revisions or withdrawal of the rating may have an adverse effect on the market price of the Bonds.

Moody's Investors Service ("Moody's") has assigned an underlying rating of "___" (_____) to the Bonds.. S&P Global Ratings, a Standard & Poor's Financial Services LLC business ("**S&P**"), assigned an underlying rating of "___" (_____) to the Bonds. These ratings reflect only the views of such organizations, and an explanation of the significance of the ratings may be obtained only from said rating agencies. These ratings may be changed, suspended or withdrawn as a result of changes in, or unavailability of, information. Any downward revision, suspension or withdrawal of such ratings may have an adverse effect on the market price of the Bonds.

MISCELLANEOUS AND LEGAL INFORMATION

No Default on Securities. No securities of the City have been in default as to principal or interest payments or in any other material respect. No principal or interest on any obligation of the City is past due.

No Bond Proceeds for Current Operating Expenses. No proceeds from the sale of tax-exempt securities (except tax anticipation notes issued against revenues of a current fiscal year) have been used for current operating expenses at any time in at least the last ten years.

Legal Proceedings. The City is generally subject to a variety of legal matters from time-to-time, and in recent years, has been involved in significant, publicly reported legal and regulatory matters. These include a November 2012 consent decree with the United States Environmental Protection Agency as well as a multimillion-dollar lawsuit filed by the City against Siemens Industry, Inc. which settled in February 2020. While the City does not expect the legal or regulatory proceedings associated with these or any other current or previously resolved matter to have a

direct impact on its ability to pay debt service on the Bonds,, the City can make no assurances that future events related to these matters will not affect the City's overall financial condition, which could affect, directly or indirectly, the City's ability to pay debt service on the Bonds.

Sovereign Immunity. In 1982, in *Pruett v. City of Rosedale*, the Mississippi Supreme Court (the "Supreme Court") abolished the judicial common law doctrine of sovereign immunity, effective July, 1984, and invited a legislative response by creation of statutory sovereign immunity. In 1984, the Legislature enacted a tort claims act (the "Tort Claims Act") that gave statutory sovereign immunity to the State and its political subdivisions, and then provided for a limited and capped waiver of that immunity.

The Tort Claims Act, as amended, provides a broad statutory sovereign immunity for acts and omissions of governmental entities, whether governmental, proprietary, discretionary or ministerial, including for breach of an implied contract, and without regard to whether a fee, charge or other consideration was paid. The Tort Claims Act waives this statutory sovereign immunity up to certain maximum limits of liability, except for specified circumstances; the maximum liability arising out of a single occurrence is \$500,000 for claims arising on or after July 1, 2001. Attorney fees and punitive damages are not allowed unless otherwise specifically authorized by law; trial of claims arising under the Tort Claims Act shall be conducted without a jury; a claimant must exhaust his administrative remedies before he files suit, and he must file within one year after the cause of action arises; governmental entities and their employees acting within the course and scope of their employment shall not be liable for any claims under specified circumstances; all political subdivisions must purchase liability insurance or set up self-insurance reserves sufficient to cover risks of claims under the Tort Claims Act; all governmental entities may purchase liability insurance in excess of the maximum liability and immunity shall be waived to the extent of the excess liability insurance; and any two or more political subdivisions may enter into agreement to pool liabilities through insurance or self-insurance reserves.

Under existing law, the defense of sovereign immunity would not be available to the City against a claim for payment, when due, of principal of or interest on the Bonds.

Validation. The Bonds have been validated before the Chancery Court of the First Judicial District of the County as provided by Sections 31-13-1 to 31-13-11, Mississippi Code of 1972.

Municipal Advisors. The City has retained PFM Financial Advisors, LLC, Memphis, Tennessee (the "**Municipal Advisor**"), as independent municipal advisor in connection with the sale and issuance of the Bonds. In such capacity, the Municipal Advisor has provided recommendations and other financial guidance to the City with respect to the preparation of documents, the preparation of the sale of the Bonds and of the time of the sale, market conditions and other factors related to the sale of the Bonds. Although the Municipal Advisor may have assisted in the preparation of the Preliminary Official Statement for financial matters, it has not independently verified any of the information set forth herein.

Underwriting. The Series 2021A Bonds are being purchased for reoffering by Siebert Williams Shank & Co., LLC (the "**Underwriter**"), as shown on the cover hereof, at a purchase price of \$_____ (which is equal to the par amount of the Series 2021A Bonds of \$_____, [plus/minus] a net original issue [premium/discount] of \$_____, less an Underwriters' discount of \$_____). The Bond Purchase Agreement pursuant to which the Underwriter expects to purchase the Series 2021A Bonds provides that the Underwriter will purchase all the Series 2021A Bonds if any are purchased. The obligation of the Underwriter to accept delivery of the Series 2021A Bonds is subject to various conditions stated in such Bond Purchase Agreement.

The Series 2021B Bonds are being purchased for reoffering by the Underwriter as shown on the cover hereof, at a purchase price of \$_____ (which is equal to the par amount of the Series 2021B Bonds of \$_____, less an Underwriters' discount of \$_____). The Bond Purchase Agreement pursuant to which the Underwriter expects to purchase the Series 2021B Bonds provides that the Underwriter will purchase all the Series 2021B Bonds if any are purchased. The obligation of the Underwriter to accept delivery of the Series 2021B Bonds is subject to various conditions stated in such Bond Purchase Agreement.

Auditors. The financial statements of the City as of September 30, 2019, have been audited by Tann Brown & Russ Co., PLLC, independent certified public accountants, as set forth in their report thereon appearing as

"APPENDIX B" hereto. Banks, Finley, White & Co. has not performed any procedures relating to this Preliminary Official Statement.

Unaudited Financial Information. As of the date of this Official Statement, the City's audited financial statements for Fiscal Year 2020 are not yet complete. The information contained in "APPENDIX B – FINANCIAL INFORMATION OF THE CITY" includes preliminary or "unaudited" financial statements (the "**2020 Financials**") for Fiscal Year 2020, which have not been reviewed by the City's independent auditor, Tann Brown & Russ Co., PLLC, Certified Public Accountants, or any other independent auditor. See "AUDITORS" above. Although the 2020 Financials were prepared by the City's auditors, the 2020 Financials do not include certain information which is typically compiled and adjusted during the City's annual audit process. Specifically, the 2020 Financials do not include adjustments for pension liabilities and uncollectible accounts (the "**Adjustments**"). The amounts of the Adjustments for the year ended September 30, 2019 were a credit of approximately \$_____ for pension liabilities and a \$_____ entry for uncollectible accounts. The City is unable to predict the magnitude of the Adjustments for Fiscal Year 2020 and cannot give any assurance that 1) the Adjustments for Fiscal Year 2020 will be comparable to the year prior or any other fiscal year, or 2) once completed, the audited financial statements for Fiscal Year 2020 will not, when compared to the information presented in the 2020 Financials or any other prior financial disclosures made by the City, reflect a material adverse change in the City's year-end fund balances or other pertinent data related to the City's overall financial condition.

Approval of Legal Proceedings. The Bonds are offered subject to the approving opinion of Butler Snow LLP, Ridgeland, Mississippi, Bond Counsel, and certain other conditions. Certain legal matters will be passed upon for the Underwriters by Dentons, New Orleans, Louisiana and for the City by the City Attorney and Betty A. Mallet, PLLC, Jackson, Mississippi. Copies of such opinion will be available at the time of delivery of the Bonds. No representation is made to the Registered Owners of the Bonds that Bond Counsel has verified the accuracy, completeness or fairness of the statements in this Preliminary Official Statement and Bond Counsel assumes no responsibility to the Registered Owners of the Bonds except for the matters set forth in such opinion.

Miscellaneous. The references, excerpts and summaries of all documents referred to herein do not purport to be complete statements of the provisions of such documents, and reference is directed to all such documents for full and complete statements of all matters of fact relating to the Bonds, the security for the payment of the Bonds and the rights and obligations of the Registered Owners thereof.

The information contained in this Official Statement has been taken from sources considered reliable but is not guaranteed. To the best of our knowledge, information in this Official Statement does not include any untrue statement of material fact; nor does the information omit the statement of any material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

CITY OF JACKSON, MISSISSIPPI

By _____
Mayor

City Clerk

ECONOMIC AND DEMOGRAPHIC INFORMATION

General Description

The City of Jackson, Mississippi (the "**City**"), is one of two county seats of Hinds County, Mississippi (the "**County**") along with Raymond, Mississippi, and serves as the state capital, located in the northeastern section of the County, also including a small portion of Madison County. The City, founded in 1821, was named after General Andrew Jackson. The City is located along Interstate 20 which runs east-west, halfway between Atlanta and Dallas. The city is also located along Interstate 55 which runs north-south, halfway between Memphis and New Orleans. Interstate 220 connects Interstates 55 and 20 on the north and west sides of the city.

Population

The population of the City has been recorded as follows:

1990	2000	2010	2018 Estimate
196,637	187,600	173,514	164,422

SOURCE: Census Data at website: www.census.gov; October 2019.

Government

The City operates under a Mayor-Council form of government. The City Council consists of seven members, each elected by respective voting precincts or wards. The Mayor is full-time and is elected at large. The current Mayor and City Council members, elected for concurrent four-year terms, are as follows:

Name	Position	Position Held Since
Chokwe Antar Lumumba	Mayor	2017
Ashby Foote	Council Member, Ward 1	2014
Angelique Lee	Council Member, Ward 2	2020
Kenneth I. Stokes	Council Member, Ward 3	2015
De'Keither Stamps	Council Member, Ward 4	2013
Charles Tillman	Council Member, Ward 5	2005
Aaron Banks	Council Member, Ward 6	2017
Virgi Lindsay	Council Member, Ward 7	2017

Transportation

Canadian National Railway and Kansas City Southern Railway and Amtrak provide rail service to the City. The Jackson Transit System (JATLAN) operates fixed-route and an ADA paratransit demand response service throughout the City of Jackson, Mississippi. Jackson-Medgar Wiley Evers International Airport ("Jackson-Evers") is a municipal-owned airport in Jackson, MS serving commercial, private, and military aviation. Formerly, Jackson was served by Hawkins Field Airport which is now used for private air traffic only. Jackson-Evers commercial airline service is provided by: American Airlines, Delta, Frontier, United and Via Air.

Per Capita Income

Year	County	Mississippi	United States	County as % of U.S.
2018	\$39,311	\$37,834	\$54,446	72.2%
2017	38,758	36,636	51,640	75.0%
2016	38,112	35,812	49,831	76.4%
2015	38,149	35,137	48,940	77.9%
2014	38,073	34,633	47,025	80.9%

SOURCE: Bureau of Economic Analysis. *Regional Economic Accounts – Per Capita Personal Income*. (data last updated November 14, 2019).

Retail Sales

State Fiscal Year Ended June 30	Amount
2018	\$29,251,769
2017	28,896,097
2016	32,221,307
2015	31,571,391
2014	31,779,314

SOURCE: Annual Reports for each year indicated, Mississippi Department of Revenue's website: www.dor.ms.gov.

Major Employers

The following is a partial listing of major employers in the City, their products or services and their approximate number of employees:

Employer	Employees	Product/Service
State of Mississippi	31,556	State Government
University of Mississippi Medical Center	8,000	Medical Center
Nissan	6,000	Manufacturing & Automotive
United States Government	5,500	Federal Government
Jackson Public Schools	4,000	Public Education
Baptist Health Systems	3,000	Healthcare Services
St. Dominic Health Services	2,600	Healthcare Services
City of Jackson	2,323	City Government
Jackson State University	1,300	Higher Education
AT&T	1,300	Telecommunications
Merit Health Central (formerly CMMC)	1,200	Healthcare Services
Trustmark National Bank	1,075	Financial Services
United Parcel Service (UPS)	975	Parcel Service
Entergy Mississippi	765	Electric Utility

SOURCE: "Top Employers" in the Membership Directory and Business Guide 2018-19.

Unemployment Statistics of the County

Year	Jan.	Feb.	Mar.	Apr.	May	Jun.	Jul.	Aug.	Sep.	Oct.	Nov.	Dec.	Annual Average
2015	6.6	6.1	5.8	5.5	6.2	6.9	6.6	5.7	5.7	5.6	5.5	5.9	6.0
2016	5.9	5.4	5.4	5.0	5.7	6.5	6.0	5.3	5.2	5.1	4.7	5.0	5.4
2017	5.2	4.7	4.7	4.4	5.1	5.9	5.6	4.9	4.6	4.4	4.2	4.4	4.8
2018	4.8	4.6	4.7	4.3	4.7	5.9	5.4	4.7	4.5	4.4	4.4	4.6	4.7
2019	5.3	4.9	5.0	4.7	5.2	6.3	6.1	5.4	5.2	4.9	4.9	4.9	5.6
2020	4.9	4.8	4.8	15.8									

SOURCE: Mississippi Department of Employment Security: Labor Market Data at website: www.mdes.ms.gov.

Employment Statistics of the County

	2015	2016	2017	2018	2019
RESIDENCE BASED EMPLOYMENT					
I. Civilian Labor Force	109,340	110,160	110,010	109,300	109,660
II. Unemployed	6,570	5,980	5,330	5,040	5,570
Rate	6.0	5.4	4.8	4.6	5.1
III. Employed	102,770	104,180	104,680	104,260	104,090
ESTABLISHMENT BASED EMPLOYMENT					
I. Manufacturing	3,620	3,730	4,060	4,240	4,270
II. Non-manufacturing	127,080	127,420	127,430	126,440	128,340
A. Natural Resources and Mining	320	260	250	260	240
B. Construction	3,670	3,490	3,500	3,210	3,110
C. Trade, Transportation & Utilities	18,130	18,690	18,550	18,570	18,620
D. Information	1,620	1,810	2,100	2,040	2,050
E. Financial Activities	6,920	6,900	6,930	6,930	6,950
F. Professional & Business Services	15,630	15,920	15,870	16,100	16,500
G. Education & Health Services	25,790	26,080	26,400	26,210	27,090
H. Leisure and Hospitality	10,330	10,360	10,360	10,130	10,700
I. Other Services (except Public Administration)	6,750	6,710	6,640	6,520	6,560
J. Government	37,920	37,200	36,830	36,470	36,520
K. Public Education	13,730	13,860	13,460	13,160	13,220
III. Total Nonagricultural Employment	130,680	131,150	131,470	130,680	132,600

SOURCE: Mississippi Department of Employment Security ("MDES"): Annual Averages: Labor Force and Establishment Based Employment 2011 Forward. Labor Market Information Department at website: www.mdes.ms.gov.

Educational Facilities

Jackson Public School District (the "District") serves the entire City and is the second-largest school district in Mississippi, serving nearly 24,000 students. The District currently operates seven (7) high schools, twelve (12) middle schools, thirty-three (33) elementary schools, and five (5) special program schools comprising the District's 57 school sites. Most of the District's administrative offices, including the Superintendent's office and the District's state-of-the-art boardroom, are housed in a two-block complex located at the City's center.

Enrollment figures for the District for the current scholastic year and the four preceding years are as follows:

Scholastic Year	Enrollment
2019-2020	22,510
2018-2019	23,935
2017-2018	25,595
2016-2017	26,948
2015-2016	28,019
2014-2015	29,055

SOURCE: Jackson Public School District and Mississippi Assessment and Accountability Reporting System, Office of Research and Statistics, Mississippi, Department of Education; Information available as of June 2020.

Pension Plan

The City has no pension plan or retirement plan for employees. City employees are members of and contribute to the Mississippi Public Employees' Retirement System (PERS), a cost-sharing, multiple employer retirement system administered by the State for the benefit of its local governments and State personnel. Benefit provisions are established by State statute and may be amended from time to time only by the State Legislature.

In June 2012, the Government Accounting Standards Board issued Statement No. 68, Accounting and Financial Reporting for Pensions ("**GASB-68**"). The objective of GASB-68 is to improve accounting and financial reporting of government pensions. Also, GASB-68 improves information provided by government employers about financial support for pensions that is provided by other entities. Requirements of GASB-68 are effective for financial statements whose fiscal year begins after June 15, 2014 (Fiscal Year 2015 for the City).

PERS members are required to contribute 9.00% of their annual covered salary, and the City is required to contribute at an actuarially determined rate. The rate at June 30, 2018 was 15.75% of annual covered payroll. The City contributions (employer share only) to PERS for the years ending September 30, 2018, 2017, and 2016 were; \$9,392,492; \$9,523,772; and \$10,201,773, respectively, which equaled the required contributions for each year.

The City also contributes to the Municipal Retirement Systems Fire and Police Disability and Relief Fund (MRS), an agent multiple-employer defined benefit pension plan administered by the Public Employees' Retirement System of Mississippi. The City's uniformed police officers and firefighters employed prior to April 1, 1976, participate in MRS. Under the funding policy adopted in 2011, the employer contribution rate, expressed as a millage rate tax applied to assessed property values, is established that will generate an ultimate asset reserve level equal to a reasonable percentage (initially 100% - 150%) of the next year's projected benefit payments.

At September 30, 2018, the City reported a total liability between PERS and MRS of \$203,901,679 for its proportionate share of the net pension liability. At September 30, 2019, the City's liability is approximately \$211 million (unaudited) for its proportionate share of the net pension liability. See page 83 and 86 in the City's 2018 Audited Financial Statements included in "APPENDIX B - FINANCIAL INFORMATION OF THE CITY."

Post-Employment Benefits Other Than Pensions

Effective with the fiscal year ended September 30, 2018 audit, the City will be required to apply GASB Statement No. 75, Accounting and Financial Reporting for Postemployment Benefits Other than Pension ("**GASB 75**"), to its audited financial statements. GASB 75 changes accounting and financial reporting for OPEB. Fund level statements, including the General Fund statements, will not be impacted by the GASB 75 reporting.

Coronavirus (COVID-19)

As of the date of this Official Statement, the worldwide spread of COVID-19, a respiratory disease caused by a novel strain of coronavirus has reached several areas in the State of Mississippi, including Hinds County and the City of Jackson, Mississippi, and is considered a Public Health Emergency of International Concern by the World Health Organization. The spread of COVID-19 has led to quarantine and other "social distancing" measures in affected areas, including the State of Mississippi, Hinds County, the City of Jackson, governmental agencies, businesses, schools and other entities. These measures have included recommendations and warnings to limit non-essential travel, promote telecommuting and limit public gatherings. In addition, the Mayor of the City of Jackson issued an executive order on March 31, 2020 that went into effect on April 3, 2020: (1.) requiring individuals to stay at home and practice social distancing requirements, (2.) barring non-essential business, and (3.) limiting certain other activities in the City of Jackson. Effective May 16, 2020, the Mayor of the City of Jackson issued a "Stay Safe Jackson" or "Safer at Home" order lifting certain restrictions of the previous the previous order and providing guidance for the re-opening of commercial establishments. The Mayor amended the Stay Safe Jackson order effective June 4, 2020 lifting additional restrictions on commercial establishments and proving for the amended Stay Safe Jackson order to remain in effect until modified, amended, rescinded, or superseded. Citing the need for stronger action to flatten the curve of COVID-19, effective August 4, 2020, the Mayor signed a third amended Stay Safe Jackson order which ordered bars to close for inside service. The Mayor also issued a five-day Mayoral Curfew Order in the City effective August 6th, 2020.

Financial markets have experienced significant volatility as a result of the outbreak of COVID-19. The spread of the virus is expected to adversely impact local, state and national economies, which impact, while currently unknown, could adversely affect retail sales and other economic activity in Jackson, Mississippi and Hinds County which could adversely affect the amount of the Special Sales Tax Revenues received by the City. Despite the effects of COVID-19 and the City's response as outlined above, year-to-date Special Sales Tax Revenues have largely kept pace with prior year collections. Through July 2020 (representing activity through May 2020) year-to-date Special Sales Tax Revenues are 96.14% of Fiscal Year 2019³ collections, 98.22% of Fiscal Year 2018 collections and 94.92% of Fiscal Year 2017 collections. See "HISTORICAL 1% SALES TAX REVENUES AND COLLECTIONS" and "YEAR TO DATE: MONTHLY SPECIAL 1% SALES TAX REVENUES" herein.

As of the date of this Official Statement, the City is unable to predict (i) the extent or duration of the COVID-19 pandemic, (ii) the extent or duration of existing and future quarantines, travel restrictions, business closures and other measures related to the COVID-19 pandemic and (iii) whether and to what extent the COVID-19 pandemic may disrupt the local and global economy, manufacturing or supply chain or whether any such disruption may materially adversely affect the amount of the Special Sales Tax Revenues or the operations of the City.

³ City of Jackson Fiscal Year begins October 1st and ends September 30th.

TAX INFORMATION

Assessed Valuation⁴

Fiscal Year	Real Property	Personal Property⁵	Public Utility Property	Total⁶
2020	\$794,990,628	\$325,264,488	\$164,196,661	\$1,284,451,777
2019	\$802,206,148	\$287,904,840	\$148,141,280	\$1,238,252,268
2018	\$797,546,086	\$296,008,918	\$141,276,936	\$1,234,831,940
2017	\$797,544,121	\$290,033,792	\$142,244,328	\$1,229,822,241
2016	\$797,782,302	\$284,976,441	\$142,342,389	\$1,225,101,132

SOURCE: Office of City Chief Financial Officer; May 2020.

Assessed valuations are based upon the following assessment ratios:

- (a) Real and personal property (excluding single-family, owner-occupied residential real property and motor vehicles, respectively), fifteen percent (15%) of true value;
- (b) Single-family, owner-occupied residential real property, ten percent (10%) of true value;
- (c) Motor vehicles and public utility property, thirty percent (30%) of true value.

The 1986 Session of the Mississippi Legislature adopted House Concurrent Resolution No. 41 (the "Resolution"), pursuant to which there was proposed an amendment to the Mississippi Constitution of 1890 (the "Amendment"). The Amendment provided, *inter alia*, that the assessment ratio of any one class of property shall not be more than three times the assessment ratio on any other class of property.

The Amendment set forth five classes of property and the assessment ratios which would be applicable thereto upon the adoption of the Amendment. The assessment ratios set forth in the Amendment are identical to those established by Section 27-35-4, Mississippi Code of 1972, as it existed prior to the Amendment, except that the assessment ratio for single-family, owner-occupied residential real property under the Amendment is set at ten percent (10%) of true value as opposed to fifteen percent (15%) of true value under previously existing law.

The assessed valuation figures above do include property exempt from all City ad valorem tax for a period of up to ten years, primarily for new or expanded manufacturing facilities. Set forth below is a schedule of the assessed valuation of such exempt property which will become subject to City ad valorem tax in the next ten years:

Exempt Property	Current Assessed Valuation	Date Exemption Ends
2050 Forest Avenue	\$845,741.00	12/31/2023
2050 Forest Avenue	88,936.00	12/31/2023

⁴ The total assessed valuation is approved in September preceding a respective fiscal year of the City and represents the value of real property, personal property and public utility property for the year indicated on which taxes are assessed for the following fiscal year's budget. For example, the taxes for the assessed valuation figures for 2019 will be collected starting in January 2020 for the 2019-2020 fiscal year budget of the City.

⁵ Personal property includes the assessed valuation for mobile homes and automobiles.

⁶ Total assessed values include exempt properties.

Exempt Property	Current Assessed Valuation	Date Exemption Ends
3844 West Northside Drive	72,269.25	13/31/2023
3844 West Northside Drive	92,451.60	13/31/2023
120 Beatty Street	118,069.50	12/31/2023
4355 Milwaukee Street	668,277.74	12/31/2020
Total:	\$1,885,745.09	

SOURCE: Office the City Clerk; April 2020.

Procedure for Property Assessments

The Tax Assessor of Hinds County assesses all real and personal property subject to taxation in the County, including property in the City, except motor vehicles and property owned by public service corporations, both of which are required by law to be assessed by the Mississippi Department of Revenue.

Section 21-33-9, Mississippi Code of 1972, as amended, provides that the governing authorities of a municipality which is located within a county having completed a county-wide reappraisal approved by the Mississippi Department of Revenue and which has been furnished a true copy of that part of the County assessment roll containing the property located within a municipality as provided in Section 27-35-167, Mississippi Code of 1972, as amended, shall adopt such assessment rolls for its assessment purposes. The City is utilizing the assessment rolls of the County.

The City may not correct or revise such assessment rolls except for the purpose of conforming the municipal assessment roll to corrections or revisions made to the County assessment roll. All objections to the municipal assessment roll may be heard by the Board of Supervisors of the County at the time and in the manner that objections to the County assessment roll are heard. The Board of Supervisors shall notify, in writing, the Governing Body and the Tax Assessor of the City of any corrections or revisions made by it to the part of the County assessment roll adopted as the municipal assessment roll.

Tax Levy per \$1,000 Valuation⁷

GENERAL PURPOSES	Year in Which Taxes Levied				
	2019-20	2018-19	2017-18	2016-17	2015-16
General Fund	49.30	48.56	50.94	49.97	47.39
Parks & Recreation Fund	2.00	2.00	2.00	2.00	2.00
Bond & Interest Fund	6.15	6.61	3.83	3.08	2.98
Police & Fireman Pension Fund	3.87	4.10	4.46	4.22	3.89
Mass Transit	-	-	-	-	-
Library	1.71	1.76	1.80	1.76	1.77
Sub-total:	63.03	63.03	63.03	61.03	58.03
SCHOOL DISTRICT:					
District Maintenance	65.91	65.91	65.91	65.91	65.91
Bond & Interest Fund	20.95	18.82	18.90	18.68	16.76
Sub-total:	86.86	84.73	84.81	84.59	82.67
TOTAL LEVY:	149.89	147.76	147.84	145.62	140.70

SOURCE: Office the Chief Financial Officer; May 2020.

⁷ Tax levy figures are given in mills.

Ad Valorem Tax Collections⁸

Fiscal Year Ended September 30	Budgeted Amount Levied	Amount Collected	Difference Over/(Under)
2019	\$67,275	\$65,982	(\$1,293)
2018	66,618	65,568	(1,050)
2017	64,507	63,266	(1,241)
2016	61,601	60,777	(824)
2015	59,436	59,842	406

SOURCE: Office of the Chief Financial Officer, May 2020.

Procedure for Tax Collections

The Governing Body is required to levy a special tax upon all of the taxable property within the geographical limits of the City each year sufficient to provide for the payment of the principal of and interest on the City's general obligation bonds. If any taxpayer neglects or refuses to pay his taxes on the due date thereof, the unpaid taxes bear interest at the rate of one percent (1%) per month or fractional part thereof from the delinquent date to the date of payment of such taxes. When enforcement officers take action to collect delinquent taxes, other fees, penalties and costs may accrue. Both real property and personal property are subject to public tax sale.

Section 21-33-63, Mississippi Code of 1972, as may be amended from time to time, and related statutes provide that after the fifteenth day of February and after the fifteenth day of August in each year, the tax collector for each municipality shall advertise all lands in such municipality on which all the taxes due and in arrears have not been paid, as well as all land liable for sale on the first Monday of April or the third Monday of September following, as the case may be.

Reappraisal of Property and Limitation on Ad Valorem Levies

Senate Bill No. 2672, General Laws of Mississippi, Regular Session 1980, codified in part as Sections 27-35-49 and 27-35-50, Mississippi Code of 1972 (the "Reappraisal Act"), provides that all real and personal property in the State shall be appraised at true value and assessed in proportion to true value. To insure that property taxes do not increase dramatically as the counties complete reappraisals, the Reappraisal Act provides for the limit on increase in tax revenues discussed below.

The statute limits ad valorem tax levies by the City subsequent to October 1, 1980, to a rate which will result in an increase in total receipts of not greater than ten percent (10%) over the previous year's receipts, excluding revenue from ad valorem taxes on any newly constructed properties, any existing properties added to the tax rolls or any properties previously exempt which were not assessed in the next preceding year. This limitation does not apply to levies for the payment of the principal of and the interest on general obligation bonds issued by the City or to certain other specified levies. The limitation may be increased only if the proposed increase is approved by a majority of those voting in an election held on such question.

On August 20, 1980, the Mississippi Supreme Court rendered its decision in State Tax Commission v. Fondren, 387 So.2d 712, affirming the decree of the Chancery Court of the First Judicial District of Hinds County, Mississippi, wherein the Mississippi Department of Revenue (formerly the State Tax Commission) was enjoined from accepting and approving assessment rolls from any county in the State for the tax year 1983 unless the Mississippi Department of Revenue equalized the assessment rolls of all of the counties. Due to the intervening passage of the Reappraisal Act, the Supreme Court reversed that part of the lower court's decree ordering the assessment of property at true value (although it must still be appraised at true value), holding instead that assessed value may be expressed as a percentage of true value. Pursuant to the Supreme Court modification of the Chancellor's decree, on November 15, 1980, the Mississippi Department of Revenue filed a master plan to assist counties in determining true value. On February 7, 1983, the Chancery Court granted an extension until July 1, 1984, of its previous

⁸ The figures shown for the Ad Valorem Tax Collections chart is based upon the following budgeted funds of the City: General Fund, Parks & Recreation Fund, Bond & Interest Fund and Mass Transit Fund.

deadline past which the Mississippi Department of Revenue could not accept and approve tax rolls from counties which had not yet reappraised. The City has completed reappraisal.

Homestead Exemption

The Mississippi Homestead Exemption Law of 1946 reduces the local tax burden on homes qualifying by law and substitutes revenues from other sources of taxation on the State level as a reimbursement to the local taxing units for such tax loss. Provisions of the homestead exemption law determine qualification, define ownership and limit the amount of property that may come within the exemption. The exemption is not applicable to taxes levied for the payment of the Bonds, except as hereinafter noted.

Those homeowners who qualify for the homestead exemption and who have reached the age of sixty-five (65) years on or before January 1 of the year for which the exemption is claimed, service-connected, totally disabled American veterans who were honorably discharged from military service and those qualified as disabled under the federal Social Security Act are exempt from any and all ad valorem taxes on qualifying homesteads not in excess of \$7,500 of assessed value thereof.

The tax loss resulting to local taxing units from properly qualified homestead exemptions is reimbursed by the Mississippi Department of Revenue. Beginning with the 1984 supplemental ad valorem tax roll and for each roll thereafter, no taxing unit shall be reimbursed an amount in excess of one hundred six percent (106%) of the total net reimbursement made to such taxing unit in the next preceding year.

Ten Largest Taxpayers

Ten of the largest taxpayers in the City for fiscal year ending 2021 are as follows:

Taxpayer	Assessed Valuation	Taxes Collected
ENTERGY OF MISSISSIPPI INC.	\$153,339,091	\$9,951,706.31
BELLSOUTH TELECOMMUNICATION	26,520,221	1,281,713.09
MIDCONTINENT EXPRESS PIPELINE	18,628,600	2,142,289.00
GULF SOUTH PIPELINE CO. LP	18,105,105	2,039,709.56
ATMOS ENERGY CORP.	17,892,193	975,110.37
ENTERGY SERVICES INC	16,185,046	3,087,770.01
TEXAS EASTERN TRANSMISSION CORP	16,157,414	1,872,482.71
ILLINOIS CENTRAL RAILROAD	9,563,404	775,385.23
ENTERGY	6,008,292	364,452.08
JACKSON HMA INC LESSEE	5,957,252	1,140,635.04
Totals:	\$288,356,618	\$23,631,253.40

SOURCE: Office of the City Clerk.

DEBT INFORMATION

Outstanding General Obligation Bonded Debt

(As of January 1, 2021)

Issue	Date of Issue	Outstanding Principal
General Obligation Bonds Series, 2003	01/05/03	\$4,370,000
General Obligation Bonds, Series 2010A	09/01/10	12,120,000
General Obligation Bonds, Series 2010B	09/01/10	4,875,000
General Obligation Bonds, Series 2013	02/21/13	59,505,000
General Obligation Bonds, Series 2021A	12/18/15	17,455,000
General Obligation Bonds, Series 2016	08/30/16	9,338,000
Taxable General Obligation Note, Series 2019 ⁹	10/28/19	7,000,000
Total		\$114,663,000

SOURCE: Office of the Chief Financial Officer.

Outstanding Revenue Bonded Debt

(As of January 1, 2021)

Issue	Date of Issue	Principal Outstanding
Water/Sewer Revenue Refunding, 2011A	09/01/11	\$34,575,000
Water/Sewer Revenue Refunding, 2011B	09/01/11	2,005,000
Water/Sewer Revenue Refunding, 2012A	09/01/12	63,045,000
Water/Sewer Revenue Refunding, 2012B	09/01/12	2,260,000
Water/Sewer Revenue, 2013	06/01/13	83,095,000
Water/Sewer Revenue Refunding, 2016	08/24/16	11,350,000
Total		\$196,330,000

SOURCE: Office of the Chief Financial Officer.

Revenue bonds are payable as to principal and interest solely out of and secured by a pledge of the revenue to be derived from the operations of the facilities financed with the proceeds of such bonds and any other sum which may be received from or

⁹ As of _____, \$2,667,075.67 has been advanced on the \$7,000,000 GO Note.

in connection with such facilities. Such bonds and the interest thereon are limited obligations of the City and shall never constitute nor give rise to any pecuniary liability of the City or a charge against its general credit or taxing powers.

Other Outstanding Long-Term Debt

(As of January 1, 2021)

Issue	Date of Issue	Outstanding Principal
Tax Increment Financing Bonds, 2009	04/23/2009	\$138,000
Tax Increment Financing Bonds, 2009	06/19/2009	305,000
Tax Increment Financing Bonds, 2010	12/30/2010	1,361,390
Tax Increment Financing Bonds, 2018	08/24/2018	3,967,000
Tax Increment Financing Bonds, 2018	10/15/2018	1,446,000
Tax Increment Financing Bonds, 2019	08/27/2019	1,677,000
Total		\$8,894,390

SOURCE: Office of the Chief Financial Officer

Annual Debt Service Requirements¹⁰

FY Ending September 30	General Obligation Bonds		
	Principal	Interest	Total
2020	\$8,958,000	\$4,445,521	\$13,403,521
2021	9,414,000	4,065,272	13,479,272
2022	9,911,000	3,655,374	13,566,374
2023	10,426,000	3,221,576	13,647,576
2024	10,922,000	2,810,126	13,732,126
2025	3,980,000	2,547,700	6,527,700
2026	4,275,000	2,353,750	6,628,750
2027	4,550,000	2,166,450	6,716,450
2028-2036	54,185,000	10,977,599	65,162,599
Total	\$116,621,000	\$36,243,368	\$152,864,368

¹⁰ As of August 1, 2020 FY 2020 shown as full year values.

General Obligation Bonded Debt

(in thousands)

Issue	Fiscal Year Ended September 30				
	2019	2018	2017	2016	2015
General Obligation Bonds, 2003	\$5,690	\$5,690	\$5,690	\$5,690	\$10,375
General Obligation Refunding, 2005	-	-	-	-	5,030
General Obligation Bonds, 2006	-	-	-	-	2,240
General Obligation Bonds, 2009	-	635	1,865	1,865	18,045
General Obligation Refunding, 2010A	14,435	16,655	16,655	16,655	16,655
General Obligation Refunding, 2010B	5,965	7,010	7,010	7,010	7,010
General Obligation Refunding, 2013	61,335	62,995	64,490	64,490	64,795
General Obligation Refunding, 2021A	17,465	17,465	17,465	17,465	-
General Obligation Refunding, 2021B	170	170	170	170	-
General Obligation Refunding, 2016	11,561	11,827	12,087	12,384	-
Totals:	\$116,621	\$122,447	\$125,432	\$125,729	\$124,150

Debt Ratios

FY Ended September 30	General Obligation Debt	General Obligation Debt to Actual Taxable Value (%)
2019	116,621	1.42%
2018	128,381	1.57%
2017	131,834	1.59%
2016	125,729	1.54%
2015	124,150	1.54%

Overlapping General Obligation Indebtedness

County	2019 Estimated Population	Current Assessed Valuation	General Obligation Bonded Debt	General Obligation Bonded Debt Per Capita
Hinds County ¹¹	231,840	\$1,929,026,482	\$78,807,000	\$339.92

¹¹ Source: CFO, April 2020.

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**BUDGET OF ESTIMATED REVENUES AND EXPENDITURES FOR THE FISCAL YEARS
ENDING SEPTEMBER 30, 2020, AND SEPTEMBER 30, 2021**

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APPENDIX B
FINANCIAL INFORMATION OF THE CITY

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FISCAL YEAR 2019
AUDITED FINANCIAL STATEMENTS

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FISCAL YEAR 2020
UNAUDITED FINANCIAL STATEMENT

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APPENDIX C
FORM OF BOND COUNSEL OPINIONS

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[FORM OF SERIES THE 2021A BOND COUNSEL OPINION]

_____, 2021

Mayor and City Council
Jackson, Mississippi

RE: \$_____ Jackson, Mississippi General Obligation Refunding Bonds, Tax-Exempt Series
2021A, dated _____, 2020

Ladies and Gentlemen:

We have acted as Bond Counsel ("**Bond Counsel**") for Jackson, Mississippi (the "**City**"), in connection with the issuance of the \$_____ Jackson, Mississippi General Obligation Refunding Bonds, Series 2021A, dated _____, 2020 (the "**Bonds**").

The Bonds bear interest, mature and may be transferred and exchanged as set out in the Bonds and in the resolution adopted by the Mayor and City Council of the City on December 22, 2020, authorizing their issuance (the "**Bond Resolution**"). The Bonds are subject to optional redemption prior to maturity to the extent provided in the Bond Resolution. Capitalized terms contained and not defined herein shall have the same meaning as set forth in the Bond Resolution.

We have acted as Bond Counsel for the sole purpose of rendering an opinion with respect to the legality and validity of the Bonds under the laws of the State of Mississippi (the "**State**"), and with respect to the excludability of interest on the Bonds from federal and State income taxation. Regarding questions of fact material to our opinions, we have not investigated or verified original proceedings, records, data or other material, but have relied solely upon the certified transcript of proceedings described in the following paragraph and on the authenticity, truthfulness and completeness set forth in such documents, instruments and certificates. We have not assumed any responsibility with respect to the financial condition or capabilities of the City or the disclosure thereof in connection with the sale of the Bonds.

In our capacity as Bond Counsel, we have participated in the preparation of and have examined a certified transcript of proceedings pertaining to the Bonds which contains copies of certain proceedings of the City, customary certificates of officers, agents and representatives of the City and other public officials and other matters relating to the authorization and issuance of the Bonds including a certification of the City prepared pursuant to Section 1.148-2(b)(2)(i) of the United States Treasury Regulations (the "**Non-Arbitrage Certificate**"). We have also examined the form of Bond No. 1 of this issue.

Based upon the foregoing examinations, and subject to the qualifications, assumptions and statements of reliance herein, it is our opinion as Bond Counsel, on the date hereof, that:

1. The transcript of proceedings evidences complete legal authority for the issuance of the Bonds in full compliance with the laws of the State presently in effect, and that the Bonds constitute valid and legally binding obligations of the City, payable from 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, in accordance with the provisions of the Bond Resolution.

2. Under existing law, regulations and court decisions, as presently interpreted and construed, interest on the Bonds is exempt from all present income taxes imposed by the State.

3. Under existing law, regulations and court decisions, as presently interpreted and construed, interest on the Bonds is excludable from gross income of the owners thereof for federal income tax purposes pursuant to

Section 103 of the Internal Revenue Code of 1986, as amended (the "Code"), and interest on the Bonds is not treated as a specific item of tax preference under Section 57 of the Code in calculating the alternative minimum tax imposed by Section 55 of the Code.

The Mayor and City Council of the City, acting for and on behalf of the City, has covenanted in the Bond Resolution and the Non-Arbitrage Certificate that the City will not make any use of the gross proceeds of the Bonds or amount that may be treated as proceeds of the Bonds or do or take or omit to take any other action that would cause: (i) the Bonds to be "arbitrage bonds" as such term is defined in Section 148(a) of the Code and the Regulations promulgated thereunder; (ii) the interest on the Bonds to be includable in the gross income of the registered owners for federal income taxation purposes; or (iii) the interest on the Bonds to be treated as an item of tax preference under Section 57(a)(5) of the Code. Failure of the City to comply with such covenants could result in the interest on the Bonds being subject to federal income tax from the date of issue.

In rendering the foregoing opinion, Bond Counsel has assumed the continuing compliance by the City with the tax covenants and representations in the Bond Resolution and the representations in the Non-Arbitrage Certificate. These requirements relate to, *inter alia*, the use and investment of the gross proceeds of the Bonds, the use of any facility, equipment or improvement financed or refinanced directly or indirectly with the proceeds of the Bonds, and rebate to the United States Treasury of specified arbitrage earnings, if any. Bond Counsel has not undertaken to determine (or to inform any person) whether any actions taken (or not taken) or events occurring (or not occurring) after the date of issuance of the Bonds have resulted in a failure of the City to comply with its covenants. Failure of the City to comply with such covenants could result in the interest on the Bonds becoming subject to federal income tax from the date of issue.

Owners of the Bonds should consult their own tax advisors as to the applicability and effect on their federal income taxes and the effect of any other collateral federal income tax consequences.

It is understood that the rights of the owners of the Bonds and the enforceability of the Bonds and the Bond Resolution may be subject to bankruptcy, insolvency, reorganization, moratorium and other similar law affecting creditors' rights heretofore or hereafter enacted to the extent constitutionally applicable, and that the enforcement thereof may be subject to the exercise of judicial discretion in appropriate cases.

In this opinion letter issued in our capacity as Bond Counsel, we are opining only upon those matters set forth herein, and we are not passing upon the accuracy, adequacy or completeness of the Official Statement or any other statements made in connection with any offer or sale of the Bonds or upon any federal or state tax consequences arising from the receipt or accrual of interest on or the ownership or disposition of the Bonds, except those specifically addressed herein.

In rendering the foregoing opinions, we have assumed the accuracy and truthfulness of all public records and of all certificates, resolutions, documents and other proceedings examined by us that have been executed or certified by public officials acting within the scope of their official capacities and have not verified the accuracy or truthfulness thereof. We also have assumed the genuineness of the signatures appearing upon such public records, certifications, resolutions, documents and proceedings. In rendering this opinion, we have relied upon the opinion of Betty A. Mallet, PLLC, Jackson, Mississippi, acting as special counsel for the City, dated the date hereof, as to the due authorization and execution by and enforceability against the City as to the Bonds and the Bond Resolution. This opinion letter is issued as of the date hereof and we assume no obligation to revise or supplement this opinion letter to reflect any facts or circumstances that may hereafter come to our attention or any changes in law that may hereafter occur.

Very truly yours,

BUTLER SNOW LLP

[FORM OF THE SERIES 2021B BOND COUNSEL OPINION]

_____, 2021

Mayor and City Council
Jackson, Mississippi

RE: \$ _____ Jackson, Mississippi General Obligation Refunding Bonds, Taxable Series 2021B,
dated _____, 2021

Ladies and Gentlemen:

We have acted as bond counsel ("**Bond Counsel**") to Jackson, Mississippi (the "**City**"), in connection with the issuance of the \$ _____ Jackson, Mississippi Taxable General Obligation Bonds, Series 2021B, dated _____, 2020 (the "**Bonds**"). In such capacity, we have examined the Constitution and statutes of the State of Mississippi (the "**State**"), including particularly Sections 31-15-1 *et seq.*, and 31-27-1 *et seq.*, Mississippi Code of 1972, as amended and supplemented from time to time (the "**Act**"), and certified copies of the proceedings had by the Mayor and City Council (the "**Governing Body**") of the City, including the adoption of a resolution by the Governing Body on December 22, 2020 (the "**Bond Resolution**"), and other proofs submitted, relative to the sale and issuance by the City, acting by and through the Governing Body, of the Bonds.

The Bonds bear interest, mature and may be transferred and exchanged as set out in the Bonds and in the Bond Resolution. The Bonds are subject to optional redemption prior to maturity to the extent provided in the Bond Resolution. Capitalized terms not defined herein are to be defined as set forth in the Bond Resolution.

We have acted as Bond Counsel for the sole purpose of rendering an opinion with respect to the legality and validity of the Bonds under the laws of the State, including particularly the Act, and with respect to the excludability of the interest on the Bonds from State income taxation. Regarding questions of fact material to our opinion, we have not investigated or verified original proceedings, records, data or other material, but have relied solely upon the certified transcript of proceedings described in the following paragraph and on the authenticity, truthfulness and completeness set forth in such documents, instruments and certificates. We have not assumed any responsibility with respect to the financial condition or capabilities of the City or the disclosure thereof in connection with the sale of the Bonds.

In our capacity as Bond Counsel, we have participated in the preparation of and have examined a certified transcript of proceedings pertaining to the Bonds which contains copies of certain proceedings of the City, customary certificates of officers, agents and representatives of the City and other public officials and other matters relating to the authorization and issuance of the Bonds. We have also examined Bond No. 1 of this issue.

Based on such examination and subject to the qualifications, assumptions, and statements of reliance herein, it is our opinion as Bond Counsel, on the date hereof, that:

1. Such proceedings reflect lawful authority for the sale and issuance of the Bonds by the City pursuant to the Constitution and laws of the State, including the Act, and the provisions of the Bond Resolution.
2. The Bonds have been duly authorized, executed and delivered by the City under the provisions of the Bond Resolution.
3. The Bonds are legal, valid and binding general obligations of the City, payable as to principal of, premium, if any, 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 rate or amount upon 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, or has made

other provisions for funds, to be applied toward the payment of the principal of and interest on the Bonds due during the ensuing fiscal year of the City, in accordance with the provisions of the Bond Resolution.

4. Under and pursuant to existing laws of the State, the Bonds and interest thereon are exempt from all income taxes imposed by the State.

Interest on the Bonds should be treated as includable in gross income of the holders thereof for federal income tax purposes.

It is understood that the rights of the owners of the Bonds and the enforceability of the Bonds and the Bond Resolution may be subject to bankruptcy, insolvency, reorganization, moratorium and other similar law affecting creditors' rights heretofore or hereafter enacted to the extent constitutionally applicable, and that the enforcement thereof may be subject to the exercise of judicial discretion in appropriate cases.

In this opinion letter issued in our capacity as Bond Counsel, we are opining only upon those matters set forth herein, and we are not passing upon the accuracy, adequacy or completeness of any statements made in connection with any offer or sale of the Bonds or upon any federal or state tax consequences arising from the receipt or accrual of interest on or the ownership or disposition of the Bonds, except those specifically addressed herein.

In rendering the foregoing opinions, we have assumed the accuracy and truthfulness of all public records and of all certificates, resolutions, documents and other proceedings examined by us that have been executed or certified by public officials acting within the scope of their official capacities and have not verified the accuracy or truthfulness thereof. We also have assumed the genuineness of the signatures appearing upon such public records, certifications, resolutions, documents and proceedings. In rendering this opinion, we have relied upon the opinion OF Betty A. Mallet, PLLC, Jackson, Mississippi, acting as special counsel for the City, dated the date hereof, as to the due authorization and execution by and enforceability against the City as to the Bonds and the Bond Resolution.

This opinion letter is issued as of the date hereof and we assume no obligation to revise or supplement this opinion letter to reflect any facts or circumstances that may hereafter come to our attention or any changes in law that may hereafter occur.

Very Truly Yours,

BUTLER SNOW LLP

APPENDIX D

FORM OF CONTINUING DISCLOSURE CERTIFICATE

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CONTINUING DISCLOSURE CERTIFICATE

THIS CONTINUING DISCLOSURE CERTIFICATE (this "**Disclosure Certificate**") is executed and delivered by the City of Jackson, Mississippi (the "**City**") in connection with the issuance of (a) City of Jackson, Mississippi \$_____ General Obligation Refunding Bonds, Tax-Exempt Series 2021A (the "**Series 2021A Bonds**"), and (b) City of Jackson, Mississippi \$_____ General Obligation Refunding Bonds, Taxable Series 2021B (the "**Series 2021B Bonds**" and together with the Series 2021A Bonds, the "**Bonds**"). The Bonds are being issued pursuant to a Bond Resolution (the "**Bond Resolution**"), dated December 22, 2020. The proceeds of the Bonds will be used by the City for the principal purpose of providing funds (a) for the refunding of the Refunded Bonds (as defined in the Bond Resolution), including any accrued interest and principal coming due prior to redemption and the redemption price of the Refunded Bonds and (b) to pay for the costs of the sale and issuance of the Bonds. The City covenants and agrees as follows:

SECTION 1. Purpose of this Disclosure Certificate. This Disclosure Certificate is being executed and delivered by the City for the benefit of the Registered Owners (defined below) and the Beneficial Owners (defined below) of the Bonds in order to assist the Participating Underwriter (defined below) in complying with the Rule (defined below).

SECTION 2. Definitions. In addition to the definitions set forth in the Bond Resolution, which apply to any capitalized term used in this Disclosure Certificate unless otherwise defined herein, the following capitalized terms shall have the following meanings:

"**Annual Report**" shall mean any Annual Report provided by the City pursuant to, and as described in, Sections 3 and 4 of this Disclosure Certificate.

"**Dissemination Agent**" shall mean, initially, the City, or any successor Dissemination Agent designated in writing by the City and which has filed with the City a written acceptance of such designation.

"**Material Events**" shall mean any of the events listed in Section 5 of this Disclosure Certificate.

"**MSRB**" shall mean the Municipal Securities Rulemaking Board. As of the date hereof, the MSRB's required method of filing is electronically via its Electronic Municipal Market Access (EMMA) system available on the Internet at <http://emma.msrb.org>.

"**Participating Underwriter**" shall mean the original underwriter of the Bonds required to comply with the Rule in connection with an offering of the Bonds.

"**Rule**" shall mean Rule 15c2-12(b)(5) adopted by the SEC under the Securities Exchange Act of 1934, as the same may be amended from time to time.

SECTION 3. Provision of Annual Reports.

a. The City shall, or shall cause the Dissemination Agent to, not later than twelve (12) months following the end of the City's fiscal year of each year, commencing twelve (12) months following the end of the City's fiscal year ending September 30, 2020, provide to the MSRB (in an electronic format as prescribed by the MSRB), an Annual Report which is consistent with the requirements of Section 4 of this Disclosure Certificate. Not later than five (5) business days prior to said date, the City shall provide the Annual Report to the Dissemination Agent (if other than the City). The Annual Report may be submitted as a single document or as separate documents comprising a package and may cross-reference other information as provided in Section 4 of this Disclosure Certificate; provided that the audited financial statements of the City may be submitted separately from the balance of the Annual Report. The information to be updated may be reported in any format chosen by the City; it is not required that the format reflected in this Official Statement be used in future years.

b. If the City is unable to provide to the MSRB an Annual Report by the date required in subsection (a), the City shall file or cause to be filed with the MSRB a notice in substantially the form attached as Exhibit "A" or in another form determined by the City in a timely manner.

SECTION 4. Content of Annual Reports. The City's Annual Report shall contain or incorporate by reference the following:

a. A copy of its annual financial statements prepared in accordance with generally accepted accounting principles audited by a firm of certified public accountants. If audited annual financial statements are not available by the time specified in Section 3(a) above, adopted budgets of the City will be provided as part of the Annual Report and audited financial statements will be provided when and if available.

Any or all of the items listed above may be incorporated by reference from other documents, including official statements of debt issues of the City or related public entities, which are available to the public on the MSRB's Internet Web Site or filed with the SEC. The City shall clearly identify each such document incorporated by reference.

SECTION 5. Reporting of Material Events. The City shall file or cause to be filed with the MSRB, in a timely manner not in excess of ten business days after the occurrence of the event, notice of any of the events listed below with respect to the Bonds:

- (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 Bonds, or other material events affecting the tax status of the Bonds;
- (7) Modifications to rights of bondholders, *if material*;
- (8) Bond calls, *if material*, and tender offers;
- (9) Defeasances;
- (10) Release, substitution or sale of property securing repayment of the 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 City, 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 obligation² of the obligated person, any of which reflect financial difficulties.

SECTION 6. Format; Identifying Information. All documents provided to the MSRB pursuant to this Disclosure Certificate shall be in the format prescribed by the MSRB and accompanied by identifying information as prescribed by the MSRB.

As of the date of this Disclosure Certificate, all documents submitted to the MSRB must be in portable document format (PDF) files configured to permit documents to be saved, viewed, printed and retransmitted by electronic means. In addition, such PDF files must be word-searchable, provided that diagrams, images and other non-textual elements are not required to be word-searchable.

SECTION 7. Termination of Reporting Obligation. The City's obligations under this Disclosure Certificate shall terminate upon the earliest of: (i) the date of legal defeasance, prior redemption or payment in full of all of the Bonds; (ii) the date that the City shall no longer constitute an "obligated person" within the meaning of the Rule; or (iii) the date on which those portions of the Rule which require this written undertaking are held to be invalid by a court of competent jurisdiction in a non-appealable action, have been repealed retroactively or otherwise do not apply to the Bonds.

SECTION 8. Dissemination Agent. The City may, from time to time, appoint or engage a Dissemination Agent to assist the City in carrying out its obligations under this Disclosure Certificate, and may discharge any such Dissemination Agent, with or without appointing a successor Dissemination Agent.

In addition to the filing duties on behalf of the City described in this Disclosure Certificate, the Dissemination Agent shall:

- (1) each year, prior to the date for providing the Annual Report, determine the appropriate electronic format prescribed by the MSRB;
- (2) send written notice to the City least 30 days prior to the date the Annual Report is due stating that the Annual Report is due as provided in Section 3(a) hereof; and
- (3) if the Dissemination Agent is other than the District, certify in writing to the District that the Annual Report has been provided pursuant to this Disclosure Certificate and the date it was provided.
- (4) If the Annual Report (or any portion thereof) is not provided to the MSRB by the date required in Section (3)(a), the Dissemination Agent shall file with the MSRB a notice in substantially the form attached to this Disclosure Certificate as Exhibit A or in another form determined by the District.

SECTION 9. Duties, Immunities and Liabilities of Disclosure Dissemination Agent.

(a) The Disclosure Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Agreement. The Disclosure Dissemination Agent's obligation to deliver the information at the times and with the contents described herein shall be limited to the extent the Issuer has provided such information to the Disclosure Dissemination Agent as required by this Disclosure Agreement. The Disclosure Dissemination Agent shall have no duty with respect to the content of any disclosures or notice made pursuant to the terms hereof. The Disclosure Dissemination Agent shall have no duty or obligation to review or verify any Information or any other information, disclosures or notices provided to it by the Issuer and shall not be deemed to be acting in any fiduciary capacity for the Issuer, the Holders of the Bonds or any other party. The Disclosure Dissemination Agent shall have no responsibility for the Issuer's failure to report to the Disclosure Dissemination Agent a Notice Event or a duty to determine the materiality thereof. The Disclosure Dissemination Agent shall have no duty to determine, or liability for failing to determine, whether the Issuer has complied with this Disclosure Agreement. The Disclosure Dissemination Agent may conclusively rely upon Certifications of the Issuer at all times.

The obligations of the Issuer under this Section shall survive resignation or removal of the Disclosure Dissemination Agent and defeasance, redemption or payment of the Bonds.

(b) The Disclosure Dissemination Agent may, from time to time, consult with legal counsel (either in-house or external) of its own choosing in the event of any disagreement or controversy, or question or doubt as to the

construction of any of the provisions hereof or its respective duties hereunder, and shall not incur any liability and shall be fully protected in acting in good faith upon the advice of such legal counsel. The reasonable fees and expenses of such counsel shall be payable by the Issuer.

(c) All documents, reports, notices, statements, information and other materials provided to the MSRB under this Agreement shall be provided in an electronic format and accompanied by identifying information as prescribed by the MSRB.

SECTION 10. Amendment: Waiver. Notwithstanding any other provision of this Disclosure Certificate, the City may amend this Disclosure Certificate and may waive any provision of this Disclosure Certificate, without the consent of the holders and beneficial owners of the Bonds, if such amendment or waiver does not, in and of itself, cause the undertakings herein (or action of any Participating Underwriter in reliance on the undertakings herein) to violate the Rule, but taking into account any subsequent change in or official interpretation of the Rule. The City will provide notice of such amendment or waiver to the MSRB.

SECTION 11. Additional Information. Nothing in this Disclosure Certificate shall be deemed to prevent the City from disseminating any other information, using the means of dissemination set forth in this Disclosure Certificate or any other means of communication, or including any other information in any Annual Report or notice of occurrence of a Material Event, in addition to that which is required by this Disclosure Certificate. If the City chooses to include any information in any Annual Report or notice of occurrence of a Material Event in addition to that which is specifically required by this Disclosure Certificate, the City shall have no obligation under this Disclosure Certificate to update such information or include it in any future Annual Report or notice of occurrence of a Material Event.

SECTION 12. Default. In the event of a failure of the City to comply with any provision of this Disclosure Certificate, any holder or beneficial owner of the Bonds may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the City to comply with its obligations under this Disclosure Certificate. A default under this Disclosure Certificate shall not be deemed an Event of Default under the Indenture, and the sole remedy under this Disclosure Certificate in the event of any failure of the City to comply with this Disclosure Certificate shall be an action to compel performance.

SECTION 13. Beneficiaries. This Disclosure Certificate shall inure solely to the benefit of the City, the Dissemination Agent, the Participating Underwriter and the holders and beneficial owners from time to time of the Bonds and shall create no rights in any other person or entity.

IN WITNESS WHEREOF, the City has caused this Disclosure Certificate to be executed by a duly authorized officer, all as of this ___ day of _____, 2021.

(SEAL)

**DIGITAL ASSURANCE CERTIFICATION, L.L.C., as
Disclosure Dissemination Agent**

By _____
Name _____
Title _____

CITY OF JACKSON, MISSISSIPPI

By _____
Mayor

ATTEST:

By _____
City Clerk

**EXHIBIT A
NOTICE OF FAILURE TO FILE ANNUAL REPORT**

Name of Issuer: City of Jackson, Mississippi (the "City")
Name of Bond Issue: City of Jackson, Mississippi \$ _____ General Obligation Refunding
Bonds, Tax-Exempt Series 2021A; City of Jackson, Mississippi \$ _____
General Obligation Refunding Bonds, Taxable Series 2021B (the "Bonds")
Date of Issuance: _____
CUSIP Numbers: _____

NOTICE IS HEREBY GIVEN that the City has not provided an Annual Report with respect to the Bonds as required by the Continuing Disclosure Certificate executed on _____ by the City. The City anticipates that the Annual Report will be filed by _____, 20__.

Dated: _____, _____

APPENDIX E
CERTAIN DEFINITIONS

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The following words and phrases shall have the following meanings unless the context otherwise requires:

Act

"Act" shall mean the Refinancing Act together with the Restructuring Act. Sections 31-27-1 et seq., of the Mississippi Code of 1972, as amended.

Act of Bankruptcy

"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

"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

"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

"Bank" means the Mississippi Development Bank, a public corporation and instrumentality of the State of Mississippi.

Beneficial Owner

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

Bond Counsel

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

Bond Purchase Agreement

"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 Resolution

"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

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

Book-Entry System

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

City

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

Clerk

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

County

"County" shall mean Hinds County, Mississippi.

Direct Participant

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

DTC

"DTC" means The Depository Trust Company.

DTC participants

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

Escrow Agent

"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

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

Escrow Fund

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

Governing Body

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

Indirect Participant

"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

"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

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

Mayor

"Mayor" shall mean the Mayor of the City.

Municipal Advisor

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

Paying Agent

"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.

Person

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

Project

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

Record Date

"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

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

Refinancing Act

"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

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

Refunded 2003 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 2010A Bonds

"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 2003 City Bond

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

Refunded 2010A City Bond

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

Refunded 2016A Bond

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

Refunding Project

"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

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

Restructuring Act

"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

"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 Bonds.

Securities Depository Nominee

"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 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

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

Series 2020A Bonds

"Series 2021A Bonds" shall mean the not to exceed \$13,000,000 General Obligation Refunding Bonds, Tax-Exempt Series 2021A of the City authorized and directed to be issued in the Bond Resolution.

Series 2021B Bonds

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

Transfer Agent

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

Underwriter

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

2003 Bonds

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

2003 Indenture

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

2003 Trustee

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

2003 City Bond

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

2003 City Bond Resolution

"2003 City Bond Resolution" shall that certain Bond Resolution, dated as of January 14, 2003, by and between the City and the 2003 City Bond Trustee, including any amendment and supplements thereto.

2003 Paying Agent

"2003 Paying Agent" shall mean The Peoples Bank, Biloxi, Mississippi acting as paying agent under the 2003 Bond Resolution.

2016A Bond

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

2016A Bond Resolution

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

2016A Paying Agent

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

2010A Bonds

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

2010A Indenture

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

2010A Trustee

"2010A Trustee" shall mean Deutsche Bank National Trust Company, New York, New York as trustee, under the 2010A Indenture.

2020A City Bond

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

2020A City Bond Resolution

"2010A City Bond Resolution" shall that certain Bond Resolution, dated as of August 10, 2010, by and between the City and the 2010A City Bond Trustee, including any amendment and supplements thereto.

2020A Paying Agent

"2010A Paying Agent" shall mean Deutsche Bank National Trust Company, New York, New York acting as paying agent under the 2010A Bond Resolution.

2021A Bond Fund

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

2021B Bond Fund

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

2021A Costs of Issuance Fund

"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 Costs of Issuance Fund

"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.

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;



(ii) the Underwriter is registered under the Securities Exchange Act of 1934 as a municipal securities dealer; and

(iii) no Bonds will be sold except pursuant to offering materials duly approved by the Issuer and in compliance with all applicable state and Federal securities laws.

3. REPRESENTATIVE

Sean Werdlow, Managing Director of the Underwriter, is duly authorized to execute this Bond Purchase Agreement on behalf of the Underwriter.

4. OFFICIAL STATEMENT

The Issuer shall deliver to the Underwriter at least one (1) copy of the Official Statement, dated the date hereof relating to the Series 2021 Bonds, executed on behalf of the Issuer by the duly authorized officers of the Governing Body. The Issuer agrees to amend or supplement the Official Statement on or prior to the Closing whenever requested by the Underwriter when, in the reasonable judgment of the Underwriter and/or Butler Snow LLP, as bond counsel ("**Bond Counsel**"), such amendment or supplementation is required.

You hereby ratify and approve the lawful use of the Preliminary Official Statement, dated _____, 2021, relating to the Series 2021 Bonds (the "**Preliminary Official Statement**") by the Underwriter prior to the date hereof, and authorize and approve the Official Statement and other pertinent documents referred to in Section 7 hereof to be lawfully used in connection with the offering and sale of the Series 2021 Bonds. The Issuer has previously provided the Underwriter with a copy of the Preliminary Official Statement. As of its date, the Preliminary Official Statement is deemed final by the Issuer for purposes of SEC Rule 15c2-12(b)(1). The Issuer agrees to provide to the Underwriter within seven (7) business days of the date hereof sufficient copies of the Official Statement to enable the Underwriter to comply with the requirements of Rule 15c2-12(b)(4) under the Securities Exchange Act of 1934, as amended.

5. REPRESENTATIONS OF THE ISSUER

(a) The Issuer has duly authorized all necessary action to be taken by it for: (i) the sale of the Series 2021 Bonds upon the terms set forth herein and in the Official Statement; (ii) the approval of the Official Statement and the signing of the Official Statement by a duly authorized officer; and (iii) the execution, delivery and receipt of this Bond Purchase Agreement and any and all such other agreements and documents as may be required to be executed, delivered and received by the Issuer in order to carry out, give effect to, and consummate the transactions contemplated hereby, by the Series 2021 Bonds, the Official Statement, and the Series 2021 Bond Resolution;

(b) The information relating to the Issuer contained in the Official Statement is and, as of the date of Closing, will be correct in all material respects and such information does not contain and will not contain any untrue statement of a material fact and does not omit and will not omit to state a material fact required to be stated therein or necessary to make the statements

in such Official Statement, in light of the circumstances under which they were made, not misleading;

(c) To the knowledge of the Issuer there is no action, suit, proceeding, inquiry or investigation at law or in equity or before or by any court, public Governing Body or body pending against or affecting the Issuer or the Governing Body or threatened against or affecting the Issuer or the Governing Body (or, to the knowledge of the Issuer or the Governing Body, any basis therefor) contesting the due organization and valid existence of the Issuer or the Governing Body or the validity of the Act or wherein an unfavorable decision, ruling or finding would adversely affect the transactions contemplated hereby or by the Official Statement or the validity or due adoption of the Series 2021 Bond Resolution or the validity, due authorization and execution of the Series 2021 Bonds, this Bond Purchase Agreement, or any agreement or instrument to which the Issuer is a party and which is used or contemplated for use in the consummation of the transactions contemplated hereby or by the Official Statement;

(d) The authorization, execution and delivery by the Issuer of the Official Statement, this Bond Purchase Agreement, and the other documents contemplated hereby and by the Official Statement, and compliance by the Issuer with the provisions of such instruments, do not and will not conflict with or constitute on the part of the Issuer a breach of or a default under any provisions of the Constitution or laws of the State of Mississippi, or any existing law, court or administrative regulation, decree or order by which the Issuer or its properties are or, on the date of Closing, will be bound;

(e) All consents of, notices to or filings with governmental authorities necessary for the consummation by the Issuer of the transactions described in the Official Statement, the Series 2021 Bond Resolution, and this Bond Purchase Agreement (other than such consents, notices and filings, if any, as may be required under the securities or blue sky laws of any federal or state jurisdiction) have been obtained or made or will be obtained or made prior to delivery of the Series 2021 Bonds;

(f) The Issuer agrees to cooperate with the Underwriter in any endeavor to qualify the Series 2021 Bonds for offering and sale under the securities or blue sky laws of such jurisdictions of the United States as the Underwriter may reasonably request, provided, however, that the Issuer shall not be required to register as a dealer or a broker in any such state or jurisdiction or qualify as a foreign corporation or file any general consents to service of process under the laws of any state. The Issuer consents to the lawful use of the Preliminary Official Statement and the Official Statement by the Underwriter in obtaining such qualifications;

(g) The Issuer acknowledges and agrees that (i) the purchase and sale of the Series 2021 Bonds pursuant to this Bond Purchase Agreement is an arm's-length commercial transaction between the Issuer and the Underwriter, (ii) in connection with such transaction, including the process leading thereto, the Underwriter is acting solely as a principal and not as an agent or a fiduciary of the Issuer; (iii) the Underwriter has neither assumed an advisory or fiduciary responsibility in favor of the Issuer with respect to the offering of the Series 2021 Bonds or the process leading thereto (whether or not the Underwriter, or any affiliate of the

Underwriter, has advised or is currently advising the Issuer on other matters) nor has it assumed any other obligation to the Issuer except the obligations expressly set forth in this Bond Purchase Agreement, (iv) the Underwriter has its own legal and financial advisors to the extent it deemed appropriate in connection with the offering of the Series 2021 Bonds; and

(h) The Issuer is an “obligated person” within the meaning of Rule 15c2-12(f)(b) and shall have duly authorized, executed and delivered a continuing disclosure agreement which complies with the provisions of Rule 15c2-12(b)(5) and which shall substantially set forth those provisions set forth in the Preliminary Official Statement.

6. PURCHASE, SALE, AND DELIVERY OF THE SERIES 2021 BONDS

(a) The Series 2021A Bonds shall be in the principal amount of \$_____ and shall be registered as to both principal and interest; shall be dated the date of issuance and delivery thereof; shall be issued in the denomination of \$5,000 each, or integral multiples thereof up to the amount of a single maturity; and shall be numbered from A-1 upward in the order of issuance. The Series 2021B Bonds shall be in the principal amount of \$_____ and shall be registered as to both principal and interest; shall be dated the date of issuance and delivery thereof; shall be issued in the denomination of \$5,000 each, or integral multiples thereof up to the amount of a single maturity; and shall be numbered from B-1 upward in the order of issuance. The Series 2021 Bonds shall bear interest from the date thereof at the rates set forth on Exhibit A hereto, payable semiannually on March 1 and September 1 of each year, commencing September 1, 2021, shall mature and become due and payable as set forth on Exhibit A, and will not be subject to redemption prior to maturity.

(b) On the basis of the representations and covenants contained herein and in the other agreements referred to herein, and subject to the terms and conditions herein set forth, on the Closing Date, the Underwriter agrees to purchase from the Issuer and the Issuer agrees to sell to the Underwriter all, but not less than all, of (1) the Series 2021A Bonds for a purchase price of \$_____ (representing par amount thereof of \$_____, plus an original issue premium of \$_____, less the Underwriter’s discount of \$_____) and (2) the Series 2021B Bonds for a purchase price of \$_____0 (representing par amount thereof of \$_____, less the Underwriter’s discount of \$_____).

(c) The Issuer will deliver the Series 2021 Bonds to the Underwriter by delivery thereof to The Depository Trust Company, New York, New York (“DTC”), in accordance with DTC’s FAST registration system, for the account of the Underwriter against payment of the purchase price therefor by wire transfer of immediately available funds to or as directed by the Issuer at or prior to 9:00 o’clock a.m., Mississippi Time, on _____, 2021 (the “Closing Date”), or such other place, time or date as shall be mutually agreed upon by the Issuer and the Underwriter. The Series 2021 Bonds will be delivered in fully registered form, bearing proper CUSIP numbers, in such denominations and registered to such persons as the Underwriter shall request at least one (1) day prior to the Closing Date. The Series 2021 Bonds may be in printed, engraved, typewritten or photocopied form and each such form shall constitute “definitive form.” At the offices of Bond Counsel on such date or such other date corresponding with the payment for and delivery of the Series 2021 Bonds, and contemporaneously with such payment and

delivery, the legal documents required by this Bond Purchase Agreement and the Official Statement shall be delivered to the parties.

(d) The Series 2021 Bonds shall be payable, both as to principal and interest (as provided in the Series 2021 Bond Resolution), in lawful money of the United States of America at the principal corporate trust office of _____, said bank to act as paying agent, registrar and transfer agent for the Series 2021 Bonds (the "Paying Agent").

7. CERTAIN CONDITIONS TO UNDERWRITER'S OBLIGATIONS

The obligations of the Underwriter hereunder shall be subject to the performance by the Issuer of its obligations to be performed hereunder, and to the following conditions:

(a) At the time of Closing, (i) the Series 2021 Bond Resolution shall have been adopted and shall be in full force and effect and shall not have been amended, modified or supplemented except as may have been agreed to by the Underwriter, (ii) the Series 2021 Bonds have been validated by the Chancery Court of Hinds County, Mississippi, (iii) the proceeds of the sale of the Series 2021 Bonds shall be applied as described in the Official Statement and the Series 2021 Bond Resolution, and (iv) there shall have been duly adopted and there shall be in full force and effect such resolutions as, in the opinion of Bond Counsel, shall be necessary in connection with the transactions contemplated hereby; and

(b) At or prior to the Closing, the Underwriter shall have received each of the following:

(i) The approving opinion of Bond Counsel, dated the date of the Closing, relating to, among other things, the validity of the Series 2021 Bonds and the excludability of the interest on the Series 2021A Bonds from gross income for federal income tax purposes under the law existing on the date of the Closing, in a form satisfactory to the Underwriter;

(ii) A supplemental opinion of Bond Counsel, dated the date of the Closing, addressed to the Issuer and the Underwriter in a form satisfactory to the Underwriter;

(iii) The opinion of counsel to the Issuer (the "Issuer's Counsel") as to the due authorization and execution by and enforceability against the Issuer as to the Series 2021 Bonds and the Series 2021 Bond Resolution;

(iv) Reserved;

(v) Certificates of the Issuer dated the date of the Closing, executed by authorized officers in a form satisfactory to the Underwriter;

(vi) The Official Statement executed on behalf of the Issuer by the duly authorized officers thereof;

(vii) A specimen of the Series 2021A Bonds and of the Series 2021B Bonds;

(viii) Certified copies of the Series 2021 Bond Resolution and all other resolutions of the Issuer and the Decree of Validation relating to the issuance and/or sale of the Series 2021 Bonds, as applicable;

(ix) A certificate of a duly authorized officer of the Issuer, satisfactory to the Underwriter, dated the date of Closing, stating that such officer is charged, either alone or with others, with the responsibility for issuing the Series 2021 Bonds; setting forth, in the manner required by Bond Counsel, the reasonable expectations of the Issuer as of such date as to the use of proceeds of the Series 2021 Bonds and of any other funds of the Issuer expected to be used to pay principal or interest on the Series 2021 Bonds and the facts and estimates on which such expectations are based; and stating that, to the best of the knowledge and belief of the certifying officer, the Issuer's expectations are reasonable;

(x) A certificate of the Paying Agent as to (a) its corporate capacity to act as such, (b) the incumbency and signatures of authorized officers, and (c) its due registration of the Series 2021 Bonds delivered at the Closing by an authorized officer;

(xi) A copy of the Blanket Issuer Letter of Representations of the Issuer;

(xii) An executed continuing disclosure agreement as described in Paragraph 5 (h) herein;

(xiii) Rating letter from S&P Global Ratings, a business unit of Standard & Poor's Financial Services, LLC ("S&P") confirming a rating of " / " for the Series 2021 Bonds;

(xiv) An executed escrow agreement, and verification report, if required by the Underwriter; and

(xv) Other certificates of the Issuer listed on a Closing Memorandum, including any certificates or representations required in order for Bond Counsel to deliver the opinions referred to in Paragraphs 7(b)(i) and (ii) hereof and such additional legal opinions, certificates, proceedings, instruments and other documents as Bond Counsel may reasonably request to evidence compliance by the Issuer with applicable legal requirements, the truth and accuracy, as of the time of Closing, of the respective representations contained herein, and the due performance or satisfaction of all agreements then to be performed and all conditions then to be satisfied by each of them at or prior to such time.

All such opinions, certificates, letters, agreements and documents will be in compliance with the provisions hereof only if they are satisfactory in form and substance to the Underwriter. The Issuer will furnish the Underwriter with such conformed copies or photocopies of such opinions, certificates, letters, agreements and documents relating to the Series 2021 Bonds as the Underwriter may reasonably request.

8. CONDITIONS TO OBLIGATIONS OF THE ISSUER

The obligations of the Issuer hereunder to deliver the Series 2021 Bonds shall be subject to receipt of the opinions of Bond Counsel described in Sections 7(b)(i) and (ii) hereof.

9. TERMINATION

The Underwriter shall have the right to cancel their obligation to purchase the Series 2021 Bonds if (i) between the date hereof and the Closing, legislation shall be enacted or favorably reported for passage to either House of the Congress by any committee of such House to which such legislation has been referred for consideration, a decision by a court of the United States or the United States Tax Court shall be rendered, or a ruling, regulation or statement by or on behalf of the Treasury Department of the United States, the Internal Revenue Service or other governmental agency shall be made or proposed to be made, with respect to the federal taxation upon interest on obligations of the general character of the Series 2021 Bonds, or other action or events shall have transpired which may have the purpose or effect, directly or indirectly, of adversely changing the federal income tax consequences of any of the transactions contemplated in connection herewith, and, in the opinion of the Underwriter, materially adversely affects the market price of the Series 2021 Bonds, or the market price generally of obligations of the general character of the Series 2021 Bonds, or (ii) there shall exist any event which in the Underwriter's judgment either (a) makes untrue or incorrect in any material respect any statement or information contained in the Official Statement or (b) is not reflected in the Official Statement but should be reflected therein in order to make the statements and information contained therein not misleading in any material respect, or (iii) there shall have occurred any outbreak of hostilities or any national or international calamity or crisis including financial crisis, or a default with respect to the debt obligations of the Issuer, or the institution of proceedings under federal or state bankruptcy laws by or against the Issuer, the effect of which on the financial markets of the United States being such as, in the reasonable judgment of the Underwriter, would make it impracticable for the Underwriter to market the Series 2021 Bonds or to enforce contracts for the sale of the Series 2021 Bonds, or (iv) there shall be in force a general suspension of trading on the New York Stock Exchange, or (v) a general banking moratorium shall have been declared by either federal, Mississippi, or New York authorities, or (vi) there shall have occurred since the date of this Bond Purchase Agreement any material adverse change in the affairs of the Issuer, including any change in rating status, except for changes which the Official Statement discloses as having occurred or may occur, or (vii) legislation shall be enacted or any action shall be taken by the Securities and Exchange Commission which, in the opinion of Bond Counsel, has the effect of requiring the contemplated distribution of the Series 2021 Bonds to be registered under the Securities Act of 1933, as amended, or the Series 2021 Bond Resolution, or any other document executed in connection with the transactions contemplated hereof, to be qualified under the Trust Indenture Act of 1939, as amended, or (viii) a stop order, ruling, regulation or official statement by or on behalf of the Securities and Exchange Commission shall be issued or

made to the effect that the issuance, offering or sale of the Series 2021 Bonds, or of obligations of the general character of the Series 2021 Bonds as contemplated hereby, or the offering of any other obligation which may be represented by the Series 2021 Bonds is in violation of any provision of the Securities Act of 1933, as amended, the Securities Exchange Act of 1934, as amended, or the Trust Indenture Act of 1939, as amended, (ix) a material disruption in securities settlement, payment or clearance services affecting the Series 2021 Bonds shall have occurred, (x) any new restriction on transactions in securities materially affecting the market for securities (including the imposition of any limitation on interest rates) or the extension of credit by, or a charge to the net capital requirements of, underwriters shall have been established by the New York Stock Exchange, the Securities and Exchange Commission, any other federal or State of Mississippi agency or the Congress of the United States, or by executive order of the President of the United States, or (xi) any state blue sky or securities commission shall have withheld registration, exemption or clearance of the offering, and in the reasonable judgment of the Underwriter, the market for the Series 2021 Bonds is materially affected thereby.

If the Issuer shall be unable to satisfy any of the conditions to the obligations of the Underwriter contained in this Bond Purchase Agreement and such condition is not waived by the Underwriter, or if the obligations of the Underwriter to purchase and accept delivery of the Series 2021 Bonds shall be terminated or canceled for any reason permitted by this Bond Purchase Agreement, this Bond Purchase Agreement shall terminate and neither the Underwriter nor the Issuer shall be under further obligation hereunder; except that the respective obligations to pay expenses, as provided in Section 13 hereof, shall continue in full force and effect.

10. ESTABLISHMENT OF ISSUE PRICE OF THE SERIES 2021A BONDS

(a) The Underwriter agrees to assist the Issuer in establishing the issue price of the Series 2021A Bonds and shall execute and deliver to the Issuer at the Closing (as hereinafter defined) an "issue price" or similar certificate, together with the supporting pricing wires or equivalent communications, substantially in the form acceptable to Bond Counsel, with such modifications as may be appropriate or necessary, in the reasonable judgment of the Underwriter and the Issuer, to accurately reflect, as applicable, the sales price or prices or the initial offering price or prices to the public of the Series 2021A Bonds.

(b) Except as otherwise set forth in **Exhibit A** hereto with respect to the Series 2021A Bonds, the Issuer will treat the first price at which 10% of each maturity of the Series 2021A Bonds (the "10% test") is sold to the public as the issue price of that maturity (if different interest rates apply within a maturity, each separate CUSIP number within that maturity will be subject to the 10% test). At or promptly after the execution of this Bond Purchase Agreement, the Underwriter shall report to the Issuer the price or prices at which it has sold to the public each maturity of Bonds. If at that time the 10% test has not been satisfied as to any maturity of the Series 2021A Bonds, the Underwriter agrees to promptly report to the Issuer the prices at which it sells the unsold Bonds of that maturity to the public. That reporting obligation shall continue, whether or not the Closing has occurred, until the 10% test has been satisfied as to the Series 2021A Bonds of that maturity or until all Bonds of that maturity have been sold to the public.

(c) The Underwriter confirms that it has offered the Series 2021A Bonds to the public on or before the date of this Bond Purchase Agreement at the offering price or prices (the “initial offering price”), or at the corresponding yield or yields, set forth in Exhibit A hereto, except as otherwise set forth therein. Exhibit A also sets forth, as of the date of this Bond Purchase Agreement, the maturities, if any, of the Series 2021A Bonds for which the 10% test has not been satisfied and for which the Issuer and the Underwriter agree that the restrictions set forth in the next sentence shall apply, which will allow the Issuer to treat the initial offering price to the public of each such maturity as of the sale date as the issue price of that maturity (the “hold-the-offering-price rule”). So long as the hold-the-offering-price rule remains applicable to any maturity of the Series 2021A Bonds, the Underwriter will neither offer nor sell unsold Bonds of that maturity to any person at a price that is higher than the initial offering price to the public during the period starting on the sale date and ending on the earlier of the following:

- (1) the close of the fifth (5th) business day after the sale date; or
- (2) the date on which the Underwriter has sold at least 10% of that maturity of the Series 2021A Bonds to the public at a price that is no higher than the initial offering price to the public.

The Underwriter shall promptly advise the Issuer when it has sold 10% of that maturity of the Series 2021A Bonds to the public at a price that is no higher than the initial offering price to the public, if that occurs prior to the close of the fifth (5th) business day after the sale date.

(d) The Underwriter confirms that any selling group agreement and any retail distribution agreement relating to the initial sale of the Series 2021A Bonds to the public, together with the related pricing wires, contains or will contain language obligating each dealer who is a member of the selling group and each broker-dealer that is a party to such retail distribution agreement, as applicable, to (A) report the prices at which it sells to the public the unsold Bonds of each maturity allotted to it until it is notified by the Underwriter that either the 10% test has been satisfied as to the Series 2021A Bonds of that maturity or all Bonds of that maturity have been sold to the public and (B) comply with the hold-the-offering-price rule, if applicable, in each case if and for so long as directed by the Underwriter. The Issuer acknowledges that, in making the representation set forth in this subsection, the Underwriter will rely on (i) in the event a selling group has been created in connection with the initial sale of the Series 2021A Bonds to the public, the agreement of each dealer who is a member of the selling group to comply with the hold-the-offering-price rule, if applicable, as set forth in a selling group agreement and the related pricing wires, and (ii) in the event that a retail distribution agreement was employed in connection with the initial sale of the Series 2021A Bonds to the public, the agreement of each broker-dealer that is a party to such agreement to comply with the hold-the-offering-price rule, if applicable, as set forth in the retail distribution agreement and the related pricing wires. The Issuer further acknowledges that the Underwriter shall not be liable for the failure of any dealer who is a member of a selling group, or of any broker-dealer that is a party to a retail distribution agreement, to comply with its corresponding agreement regarding the hold-the-offering-price rule as applicable to the Series 2021A Bonds.

(e) The Underwriter acknowledges that sales of any Bonds to any person that is a related party to the Underwriter shall not constitute sales to the public for purposes of this section. Further, for purposes of this section:

(1) “public” means any person other than an Underwriter or a related party,

(2) “Underwriter” means (A) any person that agrees pursuant to a written contract with the Issuer (or with the lead Underwriter to form an underwriting syndicate) to participate in the initial sale of the Series 2021A Bonds to the public and (B) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (A) to participate in the initial sale of the Series 2021A Bonds to the public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Series 2021A Bonds to the public),

(3) a purchaser of any of the Series 2021A Bonds is a “related party” to an Underwriter if the Underwriter and the purchaser are subject, directly or indirectly, to (i) at least 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (ii) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (iii) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other), and

(4) “sale date” means the date of execution of this Bond Purchase Agreement by all parties.

(f) It will be a condition of the Issuer’s obligation to sell and deliver the Series 2021A Bonds to the Underwriter, and the obligation of the Underwriter to purchase and accept delivery of the Series 2021A Bonds, that the entire aggregate principal amount of the Series 2021A Bonds must be sold and delivered by the Issuer and accepted and paid for by the Underwriter on the Closing.

11. ADDITIONAL COVENANTS

The Issuer covenants and agrees with the Underwriter as follows:

(a) The Issuer shall furnish or cause to be furnished to the Underwriter as many copies of the Official Statement as the Underwriter may reasonably request; and

(b) Before revising, amending or supplementing the Official Statement, the Issuer shall furnish a copy of the revised Official Statement or such amendment or supplement to the Underwriter. If in the opinion of the Issuer, Bond Counsel and the

Underwriter, a supplement or amendment to the Official Statement is required, the Issuer will supplement or amend the Official Statement in a form and in a manner approved by the Underwriter and Bond Counsel.

12. SURVIVAL OF REPRESENTATIONS

All representations and agreements of the Issuer and the Underwriter hereunder shall remain operative and in full force and effect, and shall survive the delivery of the Series 2021 Bonds and any termination of this Bond Purchase Agreement by the Underwriter pursuant to the terms hereof.

13. PAYMENT OF EXPENSES

If the Series 2021 Bonds are sold to the Underwriter by the Issuer, the Issuer shall pay, from the proceeds of the Series 2021 Bonds, any reasonable expenses incident to the performance of its obligations hereunder, including but not limited to: (i) the cost of the preparation and printing of the Preliminary Official Statement and the Official Statement; (ii) the cost of the preparation of book-entry Bonds; (iii) any rating agency fees; (iv) the cost of distribution of the Preliminary Official Statement and the Official Statement; (v) the fees and expenses of Bond Counsel, Issuer's Counsel, Escrow Agent, Paying Agent, Independent Registered Municipal Advisor, Qualified Independent Representative, and any other experts or consultants retained by the Issuer in connection with the issuance of the Series 2021 Bonds, and (vi) the cost of any Federal Funds necessary to pay the purchase price of the Series 2021 Bonds.

The Underwriter shall pay (a) all advertising expenses in connection with the public offering of the Series 2021 Bonds and (b) all other expenses incurred by the Underwriter in connection with their public offering.

14. NOTICES

Any notice or other communication to be given to the Issuer under this Bond Purchase Agreement may be given by delivering the same in writing at the address of the Issuer set forth above, and any notice or other communication to be given to the Underwriter under this Bond Purchase Agreement may be given by delivering the same in writing to Sibert Williams Shank & Co., New York, New York.

15. PARTIES

This Bond Purchase Agreement is made solely for the benefit of the Issuer and the Underwriter (including the successors or assigns of either) and no other person shall acquire or have any right hereunder or by virtue hereof.

16. GOVERNING LAW

This Bond Purchase Agreement shall be governed by and construed in accordance with the laws of the State of Mississippi.

17. GENERAL

This Bond Purchase Agreement may be executed in several counterparts, each of which shall be regarded as an original and all of which will constitute one and the same instrument. The section headings of this Bond Purchase Agreement are for convenience of reference only and shall not affect its interpretation. This Bond Purchase Agreement shall become effective upon your acceptance hereof.

18. CAPITALIZED TERMS

Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Series 2021 Bond Resolution.

19. UNDERWRITER HAS NO ADVISORY OR FIDUCIARY ROLE. The City acknowledges and agrees that:

(a) The primary role of the Underwriter is to purchase securities, for resale to investors, in an arm's length commercial transaction between the City and the Underwriter and that the Underwriter has financial and other interests that differ from those of the City;

(b) The Underwriter is not acting as a municipal advisor, financial advisor, or fiduciary to the City and has not assumed any advisory or fiduciary responsibility to the City with respect to the transaction contemplated by this Bond Purchase Agreement and the discussions, undertakings and procedures leading thereto (irrespective of whether the Underwriter has provided other services or is currently providing other services to the City on other matters);

(c) The only obligations the Underwriter has to the City with respect to the transaction contemplated hereby are expressly set for in this Bond Purchase Agreement; and

(d) The City has consulted its own financial and/or municipal, legal, accounting, tax and other advisors, as applicable, to the extent it deems appropriate. The City has employed PFM Financial Advisors, LLC, as its independent registered municipal advisor.

(e) The Underwriter has financial and other interests that differ from those of the City.

[Remainder of page intentionally left blank; signatures to follow.]

Very truly yours,

SIEBERT WILLIAMS SHANK & CO., LLC.

By: _____

Accepted and agreed to as of
the date first above written:

JACKSON, MISSISSIPPI

By: _____
Mayor

EXHIBIT A
INITIAL OFFERING PRICES

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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



This **ESCROW AGREEMENT** (this "**Agreement**") is made and entered into _____ 2021, by and among the **MISSISSIPPI DEVELOPMENT BANK** (the "**Bank**" or the "**Issuer**"), a public corporation and instrumentality of the State of Mississippi (the "**State**"), exercising essential public functions, organized under the provisions of Mississippi Code of 1972, Sections 31-25-1 et seq., as from time to time amended (the "**Act**") the **CITY OF JACKSON, MISSISSIPPI** (the "**City**") and _____ **BANK**, _____, Mississippi, as escrow agent hereunder (in such capacity, the "**Escrow Agent**");

WITNESSETH:

WHEREAS, the City has heretofore issued its \$20,000,000 General Obligation Bond, Series 2003 (Jackson, Mississippi General Obligation Bond Project) ("**2003 City Bond**"), dated January 15, 2003 ("**2003 City Bond**"), and which 2003 City Bond purchased by the Bank from proceeds of the Bank's \$20,000,000 Special Obligation Bonds, Series 2003 (Jackson, Mississippi General Obligation Bond Project), dated January 15, 2003 (the "**2003 Bank Bonds**", and together with the 2003 City Bond, the "**2003 Bonds**"), issued under the Indenture of Trust, dated January 1, 2003 (the "**2003 Indenture**"), by and between the Bank and The Peoples Bank, Biloxi, Mississippi, as trustee (in such capacity, the "**2003 Trustee**"); and

WHEREAS, the City has determined that it is in its best interest to provide funds for the advance refunding and defeasance at par of the remaining outstanding maturities of the 2003 Bonds maturing March 1, 2021 through March 1, 2023, both inclusive, as identified on hereto (together, the "**Refunded 2003 Bonds**") on _____, 2021 (the "**Defeasance Date**"); and

WHEREAS, the Bank and the City have determined that it is in the best interest of the Bank and the City to deposit in trust with the Escrow Agent the moneys in an amount which shall be sufficient (the "**Escrowed Moneys**") to pay the interest due and principal due, at par, on the Refunded 2003 Bonds on or before their maturity date; and

WHEREAS, in order to deposit such amount of Escrowed Moneys in trust, the City has authorized and delivered its \$_____ General Obligation Refunding Bonds, Taxable Series 2021B, dated January __, 2021 (the "**Series 2021B Bonds**"), a portion of the proceeds of which are to be used to provide funds to finance the advance refunding of the Refunded 2003 Bonds; and

WHEREAS, the Escrowed Moneys will be invested in Government Securities or held uninvested in the Escrow Fund in such amounts as (together with any interest earnings) will be sufficient to pay when due all of the principal of, redemption premium, if any, and interest on the Refunded 2003 Bonds; and

WHEREAS, in order to provide for the proper and timely application of the Escrowed Moneys deposited in said trust it is necessary to enter into this Agreement with the Escrow Agent on behalf of the holders from time to time of the Refunded 2003 Bonds; and

WHEREAS, the City has authorized the Escrow Agent to pay certain costs of issuance for the Series 2021A Bonds from a certain portion of the proceeds thereof in the amount of \$_____ (the "**2021A Costs of Issuance Funds**") deposited in the 2021B Costs of

Issuance Fund (the "2021A Costs of Issuance Fund") to be held by the Escrow Agent under this Agreement; and

WHEREAS, the City has authorized the Escrow Agent to pay certain costs of issuance for the Series 2021B Bonds from a certain portion of the proceeds thereof in the amount of \$ _____ (the "2021B Costs of Issuance Funds") deposited in the 2021B Costs of Issuance Fund (the "2021B Costs of Issuance Fund") to be held by the Escrow Agent under this Agreement.

NOW, THEREFORE, the City and the Bank by approving this Agreement, in consideration of the foregoing and the mutual covenants herein set forth and in order to secure the payment of the principal of, redemption premium, if any, and interest on all of the Refunded 2003 Bonds according to their respective tenor and effect, does by these presents hereby grant, warrant, demise, release, convey, assign, transfer, alienate, pledge, set over and confirm, unto the Escrow Agent, and its successors in the trusts hereby created, and to it and its assigns forever, all and singular, the property hereinafter described, to wit:

DIVISION I

All right, title and interest in and to any funds deposited herewith in the Escrow Fund (\$ _____) derived from a portion of the proceeds of the Series 2021B Bonds.

DIVISION II

All right, title and interest in and to all income, earnings and increment derived from or accruing from a portion of the money described in DIVISION I hereof.

DIVISION III

Any and all other property which is by the express provisions of this Agreement required to be subject to the pledge hereof and any additional property of every kind and nature, from time to time hereafter, by delivery or by writing of any kind, conveyed, pledged, assigned or transferred as and for additional security hereunder, by the City, the Bank or by anyone on their respective behalf, and the Escrow Agent is hereby authorized to receive the same at any time as additional security hereunder.

TO HAVE AND TO HOLD, all and singular, the trust estate, including all additional property which by the terms hereof has or may become subject to the encumbrances of this Agreement, unto the Escrow Agent, and its successors and assigns, forever in trust, however, for the benefit and security of the holders from time to time of the Refunded 2003 Bonds (except for the 2021B Costs of Issuance Funds and the 2021A Costs of Issuance Funds); but if the Refunded 2003 Bonds shall be fully and promptly paid when due, in accordance with the terms thereof and hereof, then this Agreement shall be and become void and of no further force and effect, otherwise the same shall remain in full force and effect, and upon the trusts and subject to the covenants and conditions hereinafter set forth.

ARTICLE I

DEFINITIONS

SECTION 1.01 DEFINITIONS. In addition to words and terms elsewhere defined in this Agreement, the following words and terms as used in this Agreement shall have the following meanings, unless some other meaning is plainly intended.

“Agreement” shall mean this Escrow Agreement, dated _____, 2021, by and among the Bank, the City and the Escrow Agent.

“Authorized Newspaper” shall mean both a newspaper or financial journal of general circulation in New York, New York, printed in the English language, being customarily published on each business day whether or not published on Saturdays, Sundays or holidays, such as The Bond Buyer.

“Bond Resolution” shall mean the Bond Resolution of the Mayor and City Council of the City dated December 22, 2020, pursuant to which the Series 2021 Bonds are issued and secured.

“City” shall mean Jackson, Mississippi.

“Escrowed Moneys” shall mean that portion of the proceeds of the Series 2021A Bonds deposited to the Escrow Fund for the payment of the Refunded 2003 Bonds.

“Series 2021 Bonds” means together the Series 2021A Bonds and the Series 2021B Bonds.

“Series 2021A Bonds” means the City’s _____ General Obligation Refunding Bonds, Tax-Exempt Series 2021A, dated _____, 2021, issued under and secured by the Bond Resolution.

“Series 2021B Bonds” means the City’s _____ General Obligation Refunding Bonds, Taxable Series 2021B, dated _____, 2021, issued under and secured by the Bond Resolution.

“Trust Estate”, “trust estate” or “pledged property” shall mean the property, rights and interest of the Bank and the City which are subject to the lien of this Agreement, but which does not include the 2021A Costs of Issuance Fund or the 2021B Costs of Issuance Fund.

“2003 Indenture” shall mean the Indenture of Trust by and between the Bank and the 2003 Trustee, dated January 1, 2003, pursuant to which the Refunded 2003 Bonds were issued and are secured.

“2003 Paying Agent” shall mean the paying agent under the 2004 Indenture for the Refunded 2003 Bonds, which at the date of this Agreement is The People’s Bank, Biloxi, Mississippi.

“2003 Trustee” means The Peoples Bank, Biloxi, Mississippi, in its capacity as trustee under the 2003 Indenture.

“Written Request” with respect to the City shall mean a request in writing signed by the Mayor of the City or the City Clerk of the City, or by any other officer of the City duly authorized and satisfactory to the Escrow Agent and with respect to the Bank shall mean a request in writing signed by the Executive Director or Secretary of the Bank or by any other officer of the Bank authorized and satisfactory to the Escrow Agent.

Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders. Words importing the singular number shall include the plural number and vice versa unless the context shall otherwise indicate. The word “person” shall include corporations, associations, natural persons and public bodies unless the context shall otherwise indicate. Reference to a person other than a natural person shall include its successors.

ARTICLE II

ESTABLISHMENT OF FUNDS; FLOW OF FUNDS

SECTION 2.01 CREATION OF ESCROW FUND. There is hereby created and established with the Escrow Agent a special and irrevocable trust fund designated the 2003 Escrow Fund (the “Escrow Fund”), a 2021A Costs of Issuance Fund and a 2021B Costs of Issuance Fund, each to be held in the custody of the Escrow Agent separate and apart from other funds of the Bank, the City and the Escrow Agent. The Escrow Fund, the 2021A Costs of Issuance Fund and the 2021B Costs of Issuance Fund shall be administered pursuant to this Agreement.

Concurrently with the delivery of the Series 2021B Bonds and the receipt of proceeds therefor, the City herewith deposits or causes to be deposited with the Escrow Agent, and the Escrow Agent acknowledges receipt of, immediately available moneys in the amount of \$_____ from a portion of the proceeds of the Series 2021B Bonds to be deposited to the Escrow Fund, the amount of the 2021B Costs of Issuance Funds from a portion of the proceeds of the Series 2021B Bonds to be deposited into the 2021B Costs of Issuance Fund, and the amount of the 2021A Costs of Issuance Funds from a portion of the proceeds of the Series 2021A Bonds to be deposited into the 2021A Costs of Issuance Fund. The amount of the Escrowed Moneys will be sufficient to pay the interest due and principal payable on the Refunded 2003 Bonds through their respective maturity dates.

The 2003 Trustee will certify that the deposit in the Escrow Fund of the Escrowed Moneys will produce sufficient funds to pay interest due and principal payable on the Refunded 2003 Bonds when due.

The 2021A Costs of Issuance Funds shall be used to pay costs of issuance for the Series 2021A Bonds, and the 2021B Costs of Issuance Funds shall be used to pay costs of issuance for the Series 2021B Bonds, each as provided in Section 2.10 hereof.

SECTION 2.02 IRREVOCABLE TRUST CREATED. The deposit of the Escrowed Moneys in the Escrow Fund shall constitute an irrevocable deposit of such moneys for the benefit of the holders of the Refunded 2003 Bonds, except as provided herein with respect to

amendments permitted under Section 4.01 hereof. The holders of the Refunded 2003 Bonds shall have an express lien on all Escrowed Moneys until applied in accordance with this Agreement. The Escrowed Moneys deposited in the Escrow Fund shall be held in trust by the Escrow Agent, and shall be transferred in the necessary amounts as hereinafter set forth in Section 2.05 to the 2003 Trustee for the payment of interest and principal on the Refunded 2003 Bonds as the same becomes due and payable.

SECTION 2.03 RESERVED.

SECTION 2.04 RESERVED.

SECTION 2.05 TRANSFERS FROM ESCROW FUND. The Escrow Agent shall, no later than each interest payment date for the Refunded 2003 Bonds, transfer from the Escrow Fund to the 2003 Trustee for the Refunded 2003 Bonds amounts sufficient to pay the interest and principal on the Refunded 2003 Bonds coming due on each interest payment date, all as set forth in **SCHEDULE A** hereto. Such amounts shall be applied by the 2003 Trustee to the payment of all principal of, redemption premium, if any, and interest on the Refunded 2003 Bonds for the equal and ratable benefit of the holders of the Refunded 2003 Bonds. Currently, principal, redemption premium, if any, and interest on the Refunded 2003 Bonds are payable at the principal office of the 2003 Paying Agent in Biloxi, Mississippi.

SECTION 2.06 INVESTMENT OF CERTAIN MONEYS REMAINING IN TRUST FUNDS. Any moneys remaining from time to time in the Escrow Fund until such time that they are needed shall not be invested.

SECTION 2.07 FUNDS AND ACCOUNTS CONSTITUTE TRUST FUNDS. All the funds and accounts created and established pursuant to this Agreement shall be and constitute trust funds for the purposes provided in this Agreement and shall be kept separate and distinct from all other funds of the Bank, the City and the Escrow Agent and used only for the purposes and in the manner provided in this Agreement.

SECTION 2.08 TRANSFER OF FUNDS AFTER ALL PAYMENTS REQUIRED BY THIS AGREEMENT ARE MADE. After all of the transfers by the Escrow Agent to the 2003 Trustee for payment of the principal of, redemption premium, if any, and interest on the Refunded 2003 Bonds have been made, all remaining moneys in the Escrow Fund shall be transferred by the Escrow Agent to the 2021B Bond Fund created by the Bond Resolution and used for the purposes described therein; provided, however, that no such transfer shall be made until all of the principal of, redemption premium, if any, and interest on the outstanding Refunded 2003 Bonds have been paid in full.

SECTION 2.09 REDEMPTION NOTICE. The Bank and the City hereby direct the Escrow Agent, and the Escrow Agent hereby agrees, to cause to be prepared and published in the form thereof as attached hereto as **SCHEDULE B**, within 5 days after the Escrowed Moneys are deposited with it, and at the expense of the City (subject to Section 3.10 hereof) a notice to the holders of the Refunded 2003 Bonds that all the Refunded 2003 Bonds maturing on or after March 1, 2021 will be defeased.

The Bank and the City hereby direct the Escrow Agent, and the Escrow Agent hereby agrees, to cause to be prepared and published or mailed, as the case may be, in connection with the defeasance of the Refunded 2003 Bonds under the 2003 Indenture, all notices required under Article IV of the 2003 Indenture or required or recommended, from time to time, by the Securities and Exchange Commission (in accordance with the standards endorsed by the Securities and Exchange Commission in Release 34-2385, issued December 3, 1986) and by the Municipal Securities Rulemaking Board, to the extent applicable.

SECTION 2.10 APPLICATION OF COSTS OF ISSUANCE FUNDS. Proceeds of the Series 2021A Bonds deposited to the 2021A Costs of Issuance Fund in the amount of \$_____ representing the 2021A Costs of Issuance Funds will be used by the Escrow Agent to pay invoices submitted to the Escrow Agent for and on behalf of the City regarding costs of issuance for the Series 2021A Bonds. Any portion of the 2021A Costs of Issuance Funds remitted to the Escrow Agent for the payment of the costs of issuance for the Series 2021A Bonds and not used to pay costs of issuance within thirty (30) days of the closing of the Series 2021A Bonds shall be transferred to the City for deposit in the 2021A Bond Fund under the Bond Resolution and used as permitted under State law. The 2021A Costs of Issuance Funds will remain uninvested until used to pay costs of issuance or remitted to the City under the provisions herein provided. The 2021A Costs of Issuance Funds shall be segregated from other moneys deposited in the Escrow Fund and held in a separate account to be used for the payment of costs of issuance expenses as authorized by the City in the Bond Resolution.

Proceeds of the Series 2021B Bonds deposited to the 2021B Costs of Issuance Fund in the amount of \$_____ representing the 2021B Costs of Issuance Funds will be used by the Escrow Agent to pay invoices submitted to the Escrow Agent for and on behalf of the City regarding costs of issuance for the Series 2021B Bonds. Any portion of the 2021B Costs of Issuance Funds remitted to the Escrow Agent for the payment of the costs of issuance for the Series 2021B Bonds and not used to pay costs of issuance within thirty (30) days of the closing of the Series 2021B Bonds shall be transferred to the City for deposit in the 2021B Bond Fund under the Bond Resolution and used as permitted under State law. The 2021B Costs of Issuance Funds will remain uninvested until used to pay costs of issuance or remitted to the City under the provisions herein provided. The 2021B Costs of Issuance Funds shall be segregated from other moneys deposited in the Escrow Fund and held in a separate account to be used for the payment of costs of issuance expenses as authorized by the City in the Bond Resolution.

ARTICLE III

CONCERNING THE ESCROW AGENT

SECTION 3.01 APPOINTMENT OF THE ESCROW AGENT. The City hereby appoints _____, as the Escrow Agent under this Agreement.

SECTION 3.02 ACCEPTANCE BY ESCROW AGENT. By execution of this Agreement, the Escrow Agent accepts the duties and obligations as Escrow Agent hereunder. The Escrow Agent further represents that it has all requisite power, and has taken all corporate actions necessary to execute the trust hereby created.

SECTION 3.03 LIABILITY OF ESCROW AGENT. The Escrow Agent shall not be liable in connection with the performance of its duties hereunder except for its own negligent action, its own negligent failure to act or its own willful misconduct, except as may be provided to the contrary in the 2003 Indenture.

The Escrow Agent shall have no lien, security interest or right of set-off whatsoever upon any of the moneys in the Escrow Fund for the payment of fees and expenses for services rendered by the Escrow Agent under this Agreement or for any other amounts owed to the Escrow Agent.

The Escrow Agent shall not be liable for the accuracy of the calculations as to the sufficiency of the Escrowed Moneys to pay the Refunded 2003 Bonds. So long as the Escrow Agent applies the Escrowed Moneys to pay the Refunded 2003 Bonds as provided herein, and complies fully with the terms of this Agreement, the Escrow Agent shall not be liable for any deficiencies in the amounts necessary to pay the Refunded 2003 Bonds caused by such calculations.

In the event of the Escrow Agent's failure to account for any of the Escrowed Moneys received by it, such Escrowed Moneys shall be and remain the property of the City and the Bank in trust for the holders of the Refunded 2003 Bonds as herein provided.

SECTION 3.04 PERMITTED ACTS. The Escrow Agent and its officers and directors may acquire and hold, or become the owner or pledge of or may deal in the Refunded 2003 Bonds and the Series 2021 Bonds as fully and with the same rights as if it were not the Escrow Agent.

SECTION 3.05 RESIGNATION OF ESCROW AGENT. The Escrow Agent or any successor escrow agent, at the time acting hereunder, may at any time resign and be discharged from the duties and obligations of the trust hereby created by giving 60 days' written notice to the City and the Bank, and by giving to the registered holders of the Refunded 2003 Bonds notice of such resignation by first class mail. Upon receiving such notice of resignation, the City and the Bank shall promptly appoint a successor escrow agent by an instrument in writing.

SECTION 3.06 REMOVAL OF ESCROW AGENT. Upon the Written Request of the City, with the approval of the Bank, the Escrow Agent may be removed at any time if (i) the Escrow Agent shall cease to be eligible in accordance with the provisions set forth herein and shall fail to resign after Written Request therefor from the City or from any registered holder of the Refunded 2003 Bonds who has been a bona fide holder of a refunded bond for at least six (6) months, or (ii) the Escrow Agent shall become incapable of acting or shall be adjudged a bankrupt or insolvent or a receiver of the Escrow Agent or of its property shall be appointed, or any public officer shall take charge or control of the Escrow Agent or of its property or affairs for the purpose of rehabilitation, conservation or liquidation.

The Escrow Agent may also be removed by the registered holders of the Refunded 2003 Bonds of a majority in aggregate principal amount of each the Refunded 2003 Bonds at the time outstanding by an instrument or concurrent instruments in writing signed by such registered holders of the Refunded 2003 Bonds.

Any removal of the Escrow Agent and appointment of a successor escrow agent in accordance with the provisions set forth herein shall become effective upon acceptance of appointment by the successor escrow agent as provided herein.

SECTION 3.07 APPOINTMENT OF SUCCESSOR ESCROW AGENT. If no successor escrow agent shall have been appointed and shall have accepted such appointment within thirty (30) days after such notice of resignation, the resigning escrow agent may petition any court of competent jurisdiction for the appointment of a successor escrow agent, or any registered holder of the Refunded 2003 Bonds who has been a bona fide holder for at least six (6) months may, on behalf of itself and others similarly situated, petition any such court for the appointment of a successor escrow agent. Such court may thereupon, after such notice, if any, as it may deem proper and prescribed, appoint a successor escrow agent. Any resignation by the Escrow Agent and appointment of a successor escrow agent in accordance with the provisions set forth herein shall become effective upon acceptance of appointment by the successor escrow agent in accordance with the provisions set forth herein.

Any successor escrow agent appointed under the provisions of this Agreement shall be an entity organized and doing business under the laws of the United States or any state authorized under such laws to exercise corporate trust powers, having its principal office and place of business in any state, having a combined capital and surplus of at least \$50,000,000, and subject to supervision or examination by federal or state authority. If such entity published reports of condition at least annually, pursuant to law or to the requirements of any supervising or examining authority above referred to, then the combined capital and surplus of such corporation shall be deemed to be its combined capital and surplus as set forth in its most recent report of condition so published. In case at any time the Escrow Agent shall cease to be eligible in accordance herewith, the Escrow Agent shall resign immediately in the manner and with the effect specified in Section 3.05 hereof.

SECTION 3.08 VESTING OF TRUSTS IN SUCCESSOR ESCROW AGENT. Any successor escrow agent appointed hereunder shall execute, acknowledge and deliver to its predecessor, and also to the City and the Bank, an instrument in writing accepting such appointment hereunder, and thereupon the resignation or removal of the predecessor escrow agent shall become effective; and such successor escrow agent, without any further act, deed or conveyance, shall become vested with all the rights, powers, trusts, duties and obligations of its predecessor in the trusts hereunder, with like effect as if originally named as escrow agent herein; but, nevertheless, on the Written Request of the City, as approved by the Bank, or the request of the successor escrow agent, the Escrow Agent ceasing to act. Upon request of any such successor escrow agent, the City and the Bank shall execute any and all instruments in writing for more fully and certainly vesting in and conforming to such successor escrow agent all such rights, powers and duties.

Upon acceptance of appointment by a successor escrow agent as heretofore provided, the City and the Bank shall publish notice of the succession of such escrow agent to the trust hereunder. Such notice shall be published at least once in an Authorized Newspaper. If the City and the Bank fail to publish such notice within ten (10) days after acceptance of appointment by the successor escrow agent, the successor escrow agent shall cause such notice to be published at the expense of the City.

Any entity into which the Escrow Agent may be merged or with which it may consolidate or any entity resulting from any merger or consolidation to which the Escrow Agent shall be a party, or any entity succeeding to the business of the Escrow Agent, shall be the successor to the Escrow Agent hereunder without the execution or filing of any paper or any further act on the part of any of the parties hereto, anything herein to the contrary notwithstanding, provided that such successor escrow agent shall be eligible under the provisions thereof.

Notwithstanding any of the foregoing provisions of this Article, any bank or trust company having power to perform the duties and execute the trusts of this Agreement and otherwise qualified to act as Escrow Agent hereunder with or into which the bank or trust company acting as Escrow Agent may be merged or consolidated, or to which the assets and business of such bank or trust company may be sold, shall be deemed the successor of the Escrow Agent.

SECTION 3.09 RECEIPT OF PROCEEDINGS. Possession of or receipt of true and correct copies of the 2003 Indenture and the proceedings authorizing the issuance of the 2003 Bank Bonds are hereby acknowledged by the Escrow Agent, and reference herein to or citation herein of any provision of such documents shall be deemed to incorporate the same as a part hereof in the same manner and with the same effect as it they were fully set forth herein.

SECTION 3.10 ARRANGEMENTS FOR PAYMENT OF ALL OTHER SUMS PAYABLE UNDER THE 2003 INDENTURE. The Escrow Agent hereby acknowledges that the City has paid, caused to be paid or made arrangements satisfactory to the Escrow Agent for payment of all other sums (in addition to debt service on the Refunded 2003 Bonds) payable under the 2003 Indenture until the Refunded 2003 Bonds are paid as provided in Section 2.01 hereof. If such arrangements for fees and expenses shall include a prepayment of all or part thereof and if the Escrow Agent resigns or is removed in accordance with Section 3.05 and 3.06 hereof, the Escrow Agent agrees to return to the City that portion of the prepaid fee which is attributable to that part of the trust which is then still to be administered.

ARTICLE IV

MISCELLANEOUS

SECTION 4.01 AMENDMENTS TO THIS AGREEMENT. This Agreement is made for the benefit of the City, the Bank, and the holders from time to time of the Refunded 2003 Bonds and it shall not be repealed, revoked, altered or amended without the written consent of 100% of the Refunded 2003 Bonds which have not then been paid in accordance with this Agreement. Notwithstanding the foregoing, however, the City and the Bank may, and the City and the Bank shall (upon receipt of an opinion of nationally recognized bond counsel satisfactory to the City and the Bank that the excludability of the interest on the 2003 Bonds under the federal and State of Mississippi law will not be adversely affected), without the consent of, or notice to, such holders, enter into such agreements supplemental to this Agreement as shall not adversely affect the rights of such holders and as shall not be inconsistent with the terms and provisions of this Agreement, for any one or more of the following purposes:

- (a) To cure any ambiguity or formal defect or omission in this Agreement;

(b) To grant to, or confer upon, the Escrow Agent for the benefit of the holders of the Refunded 2003 Bonds, any additional rights, remedies, powers or authority that may lawfully be granted to, or conferred upon, such holders or the Escrow Agent; and

(c) To subject to the lien of this Agreement additional funds, securities or properties.

The Escrow Agent shall be entitled to rely exclusively upon an unqualified opinion of nationally recognized attorneys on the subject of municipal bonds with respect to compliance with this Section, including the extent, if any, to which any change, modification, addition or elimination affects the rights of the holders of the Refunded 2003 Bonds, or that any instrument executed hereunder complies with the conditions and provisions of this Section.

All amendments to this Agreement require notice in writing to Standard & Poor's Ratings Group.

SECTION 4.02 SEVERABILITY. If any one or more of the covenants or agreements provided in this Agreement on the part of the Bank, the City or the Escrow Agent to be performed should be determined by a court of competent jurisdiction to be contrary to law, such covenant or agreement shall be deemed and construed to be severable from the remaining covenants and agreements herein contained and shall in no way affect the validity of the remaining provisions of this Agreement.

SECTION 4.03 AGREEMENT BINDING. All the covenants, promises and agreements in this Agreement contained by or on behalf of the Bank, the City, or the Escrow Agent shall bind and inure to the benefit of their respective successors and assigns, whether so expressed or not.

SECTION 4.04 TERMINATION. This Agreement shall terminate when all transfers and payments required to be made by the Escrow Agent under the provisions hereof shall have been made.

SECTION 4.05 GOVERNING LAW. This Agreement shall be governed by the applicable law of the State of Mississippi.

SECTION 4.06 EXECUTION BY COUNTERPARTS. This Agreement may be executed in several counterparts, all or any of which shall be regarded for all purposes as one original and shall constitute and be but one and the same instrument.

[remainder of page left blank intentionally]

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be executed by its duly authorized officers or officials.

[SEAL]

MISSISSIPPI DEVELOPMENT BANK

BY: _____
Executive Director

ATTEST:

BY: _____
Secretary

Signature Page to Escrow Agreement dated _____, 2021, by and among the Mississippi Development Bank, Jackson, Mississippi, and _____, as Escrow Agent.

[SEAL]

JACKSON, MISSISSIPPI

BY: _____
Mayor

ATTEST:

BY: _____
City Clerk

Signature Page to Escrow Agreement dated _____, 2021, by and among the Mississippi Development Bank, Jackson, Mississippi, and _____, as Escrow Agent.

as Escrow Agent

BY: _____

Trust Officer

Signature Page to Escrow Agreement dated _____, 2021, by and among the Mississippi Development Bank, Jackson, Mississippi, and _____, as Escrow Agent.

SCHEDULE A
DEBT SERVICE
REQUIREMENTS FOR REFUNDED 2003 BONDS

SCHEDULE B
NOTICE OF REDEMPTION

NOTICE OF DEFEASANCE

\$20,000,000
(original aggregate principal amount)
MISSISSIPPI DEVELOPMENT BANK
SPECIAL OBLIGATION FIXED RATE REFUNDING BONDS, SERIES 2003
(Jackson, Mississippi General Obligation Bond Project)
Dated January 15, 2003

Maturing March 1, 2021, through and including March 1, 2023, as follows:

Maturity	Outstanding Par Amount	Interest Rate	CUSIP
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Notice is hereby given to the holders of the obligations captioned above (hereinafter referred to as the "Refunded 2003 Bonds") that there has been deposited in an irrevocable escrow account held by _____, as Escrow Agent, \$ _____ which will provide moneys which shall be sufficient to pay principal of, premium, if any, and interest on the Refunded 2003 Bonds on and prior to their redemption or maturity dates thereof, as described below.

Moneys will be available for the payment of interest and principal on the Refunded 2003 Bonds when due through their respective maturity.

The holders of the Refunded 2003 Bonds are entitled for payment (from the paying agent for the Refunded 2003 Bonds) solely out of the moneys so deposited in such escrow account.

Dated this ___ day of January 2021.

_____, as Escrow Agent

BY: _____
Trust Officer

**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



to expend or risk its own funds or otherwise incur any financial liability for performance of any of its duties hereunder. The Paying Agent may rely, or be protected in acting or refraining from acting, upon any resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, bond, note, security, or other paper or document believed by it to be genuine and to have been signed or presented by the proper party or parties. The Paying Agent need not examine the ownership of any Bond, but shall be protected in acting upon receipt of any Bond containing an endorsement or instruction of transfer or power of transfer which appears on its face to be signed by the appropriate holder, owner, or agent of such holder or owner, of such Bond.

5. This Agreement shall be effective from and after its date and until the Paying Agent resigns or is removed in accordance with the Bonds or any corresponding bond resolutions; provided, however, that no such termination shall be effective until a successor has been appointed and has accepted the duties of the Paying Agent hereunder. The Paying Agent may resign at any time by giving written notice thereof to the Issuer. If the Paying Agent shall resign, be removed, or become incapable of acting, the Issuer shall promptly appoint a successor paying agent. If an instrument of acceptance by a successor paying agent shall not have been delivered to the Paying Agent within thirty days after the Paying Agent gives notice of its resignation, the Paying Agent may petition any court of competent jurisdiction for the appointment of a successor paying agent.

6. Payment of the costs of issuance in connection with the issuance of the Bonds as set forth in the respective resolution authorizing the Bonds are duties accepted by the Paying Agent under this Agreement.

7. This Agreement shall be construed in accordance with and shall be governed by the laws of the State of Mississippi.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their duly authorized officers, all as of the date and year first above written.

ISSUER:

City of Jackson, Mississippi

By: _____

Name: _____

Title: _____

REGISTRATION AND PAYING AGENT:

By: _____

Name: _____

Title: _____

56706912.v3

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



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
____, 2021 (SUCH TIME AND DATE, THE "EXPIRATION TIME")

INTRODUCTION

_____ (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 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 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 any accompanying materials.

TENDER OFFER

This Tender Offer

_____ is making the offer to purchase for cash all or some of the outstanding principal amount of the Bonds at a price equal to \$ ____ per \$ ____ principal amount (the "Purchase Price"), plus accrued and unpaid interest on such principal amount up to, but not including, the Settlement Date (____, 2021).

Expiration Time

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. See "PROCEDURES FOR TENDERING BONDS."

Settlement Date

Bonds accepted for purchase will be purchased on _____, 2021 (the "Settlement Date").

PROCEDURES FOR TENDERING BONDS

General

The tender by the Owner will constitute a binding agreement between the Owner and _____ in accordance with the terms and subject to the conditions set forth herein.

U.S. Bank National Association, Olive Branch, Mississippi, the paying agent under and pursuant to the Resolution relating to the Bonds (the "Paying Agent"), has informed _____ that, as of the date of this Tender Offer, COPF holds the Bonds through a private place agreement dated August 30, 2016 by and between the City and Raymond James & Associates, Inc., Memphis, Tennessee.

ACCEPTANCE OF BONDS FOR PURCHASE AND PAYMENT

Following the Expiration Time and upon the terms and subject to the conditions set forth herein, COPF, as having validly tendered the Bonds as accepted for purchase will be entitled to receive payment for the Bonds on the Settlement Date (_____, 2021).

Bonds will be purchased on the Settlement Date at the Purchase Price, plus accrued and unpaid interest up to, but not including, the Settlement Date. The Purchase Price and accrued interest will be the maximum and only amount that _____ will pay for Bonds tendered in this Tender Offer.

For purposes of this Tender Offer, _____ will be deemed to have validly tendered the Bonds when it gives written notice. In all cases, payment for Bonds accepted for purchase pursuant to this Tender Offer will be made by deposit of the total consideration in immediately available funds upon the Settlement Date.

SECURITY OF THE BONDS

An unlimited tax general obligation of the City and the full faith, credit and resources of the City are pledged to repayment of the Bonds.

DISCLOSURE

The Bonds were sold to the COPF without a present view for re-selling the Bonds. COPF was required to execute the Lender Certificate for the benefit of the City upon delivery of the Bonds to the effect that the Bonds were purchased for the loan account of COPF without the intent to re-sell. The Bonds are exempt from the continuing disclosure requirements of Securities Exchange Act Rule 15c-2-12.

CERTAIN FEDERAL INCOME TAX CONSIDERATIONS

The following information with respect to the tax consequences of the sale pursuant to this Tender Offer of the Bonds may be helpful to Owner of the Bonds, but the Owner should consult his or her own tax advisor as to the tax consequences of the sale of the Bonds pursuant to this Tender Offer, including the application of State, local and foreign laws to that sale. From time to time there are legislative and administrative changes or judicial decisions that significantly modify such consequences for federal income tax purposes and no assurance can be given that such changes or decisions will not be forthcoming and that such changes or decisions may not be retroactive so as to be applicable to the sale of Bonds pursuant to this Tender Offer.

The Owner who purchased Bonds at the original issuance thereof and for the original issue price (an "**Original Purchaser**") will have a taxable gain or loss equal to the amount of the difference between (i) the amount received by the Original Purchaser from the cash sale of Bonds pursuant to this Tender Offer, exclusive of any amount received as accrued interest, and (ii) the Original Purchaser's basis of the Bonds for federal income tax purposes at the time of their sale pursuant to this Tender Offer. Such Original Purchaser's basis of the Bonds for federal income tax purposes is generally equal to the purchase price of the Bonds at original issuance plus the amount of "original issue discount" or minus the amount of "amortizable bond premium," if any, that has accrued for federal income tax purposes prior to the purchase pursuant to this Tender Offer. The gain or loss resulting from the preceding formula should be recognized by the Original Purchaser as a capital gain or loss if the Bonds are a capital asset in the hands of the Original Purchaser. Such capital gain or loss generally will be long-term capital gain or loss if the Original Purchaser has held the Bonds for more than one year prior to selling them.

As an alternative to the rules stated in the preceding paragraph, an election may be made to include market discount in gross income as it accrues. If such election has been made, the amount of market discount included in income of the Owner prior to the date of sale pursuant to this Tender Offer would be added to the basis of the Bonds for federal income tax purposes, and a sale pursuant to this Tender Offer would not cause part of any gain to be treated as ordinary income.

Unless an Owner of Bonds at the time of submission of its Bonds for purchase pursuant to this Tender Offer (i) provides a taxpayer identification number, certifies that the Owner is not subject to backup withholding and otherwise complies with the applicable requirements of the backup withholding rules of the Internal Revenue Service or (ii) is a corporation or comes within certain other exempt categories, withholding will be made from the sale price of the Bonds at the rate of 28%.

To ensure compliance with U.S. Treasury Department Circular 230, you are hereby notified that (1) any discussion of federal income tax issues contained or referred to herein was not intended or written to be used, and cannot be used, for the purpose of avoiding tax-related penalties under the Internal Revenue Code, (2) such discussion was written in connection with the promotion or marketing (within the meaning of Circular 230) of the transactions or matters addressed herein and (3) you should seek advice based on your particular circumstances from your own independent tax advisor.

OTHER IMPORTANT INFORMATION REGARDING THIS TENDER OFFER

1. COPF has full power and authority to carry on its business as now conducted, deliver this Tender Offer and make the representations and certifications contained herein.

2. COPF is a lender that regularly extends credit to state and local government by making loans and repayment obligations under which are evidenced by obligations such as the Bonds; has knowledge and experience in financial and business matters that make it capable of evaluating this Tender Offer, the City, the Bonds and the risks associated with this Tender Offer; has the ability to bear the economic risk of executing or entering into this Tender Offer in connection with the Bonds; and is a limited liability company engaged in the primary business of extending credit and making loans to state and local governments and non-profit entities and has total assets in excess of \$1 billion. COPF is not acting as a broker, dealer, municipal securities underwriter, municipal advisor or fiduciary in connection with Tender Offer.

3. COPF has conducted its own investigation of the financial condition of the City, the purpose for which this Tender Offer is being executed and has obtained such information regarding the Bonds and the City and its operations, financial condition and financial prospects as COPF deems necessary to make an informed decision with respect to this Tender Offer. COPF has read and fully understands the Resolution adopted by the City Council relating to its initial purchase of the Bonds. COPF recognizes that Butler Snow LLP ("**Bond Counsel**"), as bond counsel to the City, is not

responsible for any information contained in or omitted from materials regarding the City and this Tender Offer and acknowledges that it does not look to Bond Counsel to obtain such information on its behalf and that Bond Counsel is not a "municipal advisor" as such term is defined in the Securities and Exchange Act of 1934, as amended.

4. COPF extended credit to the City evidenced by the Bonds as a vehicle for making a commercial loan for its own loan account and without any present intention of distributing or selling any interest therein or portion thereof. COPF retained the right to dispose of the Bonds or any interest therein or portion thereof, but certified that any such sale, transfer or distribution by COPF would be made in accordance with applicable law, the Resolution and other related documents to (a) an affiliate of COPF; or (b) one or more banks, insurance companies or other financial institutions. COPF further agrees that while it has no present intention to resell or otherwise dispose of all or any part of the Bonds, it assumes responsibility for disclosing all material information originally provided to COPF by the City in compliance with all applicable federal and state laws in the event of its resale or transfer of the Bonds.

5. COPF acknowledges that the Bonds (a) have not been registered under the Securities Act of 1933, as amended, and have not been registered or otherwise qualified for sale under the securities laws of any state, (b) were not be listed on any securities exchange and (c) there was no established market for the Bonds at the time of their purchase. COPF understands and acknowledges that (i) its extension of credit was not intended to be subject to the requirements of Rule 15c2-12 promulgated under the Securities Exchange Act of 1934, as amended and (ii) in connection with its extension, the City has not prepared or caused to be prepared, any official statement, private placement memorandum or other offering document.

6. In this Tender Offer, COPF is acting solely for its own loan account and not as a fiduciary for the City or in the capacity of broker, dealer, placement agent, municipal securities underwriter, municipal advisor or fiduciary. It has not provided, and will not provide, financial, legal (including securities law), tax, accounting or other advice to or on behalf of the City (including to any financial advisor or any placement agent engaged by the City) with respect to the structuring, or delivery of the Tender Offer of the Bonds. COPF has no fiduciary duty pursuant to Section 15B of the Securities Exchange Act of 1934 to the City with respect to the transactions relating to the structuring, or Tender Offer of the Bonds and the discussions, undertakings and procedures leading thereto. The City and its financial advisor have sought or shall seek and obtain financial, legal (including securities law), tax, accounting and other advice (including as it relates to structure, timing, terms and similar matters and compliance with legal requirements applicable to such parties) with respect to this Tender Offer from its own financial, legal, tax and other advisors (and not from the undersigned or its affiliates) to the extent that the City or its financial advisor should need or desire such advice. COPF expresses no view regarding the legal sufficiency of its representations for purposes of compliance with any legal requirements applicable to any other party, including but not limited to the City's financial advisor or the correctness of any legal interpretation made by counsel to any other party, including but not limited to counsel to the City's financial advisor, if applicable, with respect to any such matters. The transactions between the City and COPF are arm's length, commercial transactions in which COPF is acting and has acted solely as a principal and for its own interest and COPF has not made recommendations to the City with respect to the transactions relating to this Tender Offer.

7. COPF acknowledges that the Bonds do not constitute a debt or loan of the State of Mississippi or any political subdivision thereof, except the City. The Bonds represent a pledge of the full faith and credit and taxing power of the City, and in that regard, said pledge is on a parity with the City's outstanding general obligation debt. The security for payment of the Bonds is more particularly described in the Resolution of the City authorizing the issuance of the Bonds.

8. The representations in this Tender Offer shall not relieve the City from any obligation

to disclose any information required by the documents in connection with the Bonds or required by applicable law.

This Tender Offer Agreement may be executed in several counterparts, each of which shall be regarded as an original and all of which shall constitute one and the same document. This Tender Offer Agreement shall supersede all previous agreements relating to the same subject matter between the parties and shall become effective upon acceptance by the City as evidenced by the execution hereof by any authorized officer of the City as set forth below.

[Remainder Left Intentionally Blank]

CAPITAL ONE PUBLIC FINANCE, LLC

By: _____
Vice President

CITY OF JACKSON, MISSISSIPPI

By: _____
Mayor

[SEAL]

Attest:

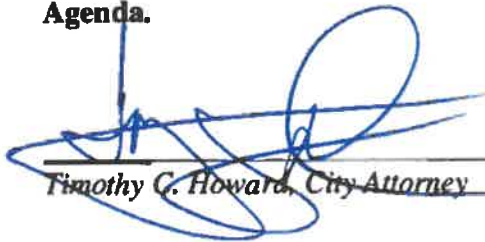
City Clerk

Office of the City Attorney

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

OFFICE OF THE CITY ATTORNEY

This 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 is legally sufficient for placement in NOVUS Agenda.



Timothy C. Howard, City Attorney



DATE

OFFICE OF THE CITY ATTORNEY
12/17/20
TCA

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.

STAMPS

Agenda Item #50
Agenda Date: December 22, 2020
(STAMPS)

**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.

STAMPS

Agenda Item #51
Agenda Date: December 22, 2020
(STAMPS)

**RESOLUTION 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.

STAMPS

Agenda Item #52
Agenda Date: December 22, 2020
(STAMPS)

**RESOLUTION REQUESTING THE STATE OF MISSISSIPPI 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.

STAMPS

Agenda Item #53
Agenda Date: December 22, 2020
(STAMPS)

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; Cany 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, and September 29, 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.

(STAMPS)

Agenda Item #54
Agenda Date: December 22, 2020
(STAMPS)

**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**

WHEREAS, the public health, safety and welfare of the citizens of the City of Jackson shall be considered by this Order; and

WHEREAS, the COVID-19 virus is a major concern to employers, employees, and patrons while Covid-19 runs rampant in the City of Jackson, affecting the work environment and the pleasure of the patrons in consideration of the health, safety and welfare of the employers, employees, the patrons, their families, and the general public; and

WHEREAS, the necessity to maintain an atmosphere that is optimal for such times as we face in this City during COVID-19, it is in the best interest of the citizens of the City of Jackson, the workforce, patrons, as well as the public, that the following limits on activities of night clubs be established:

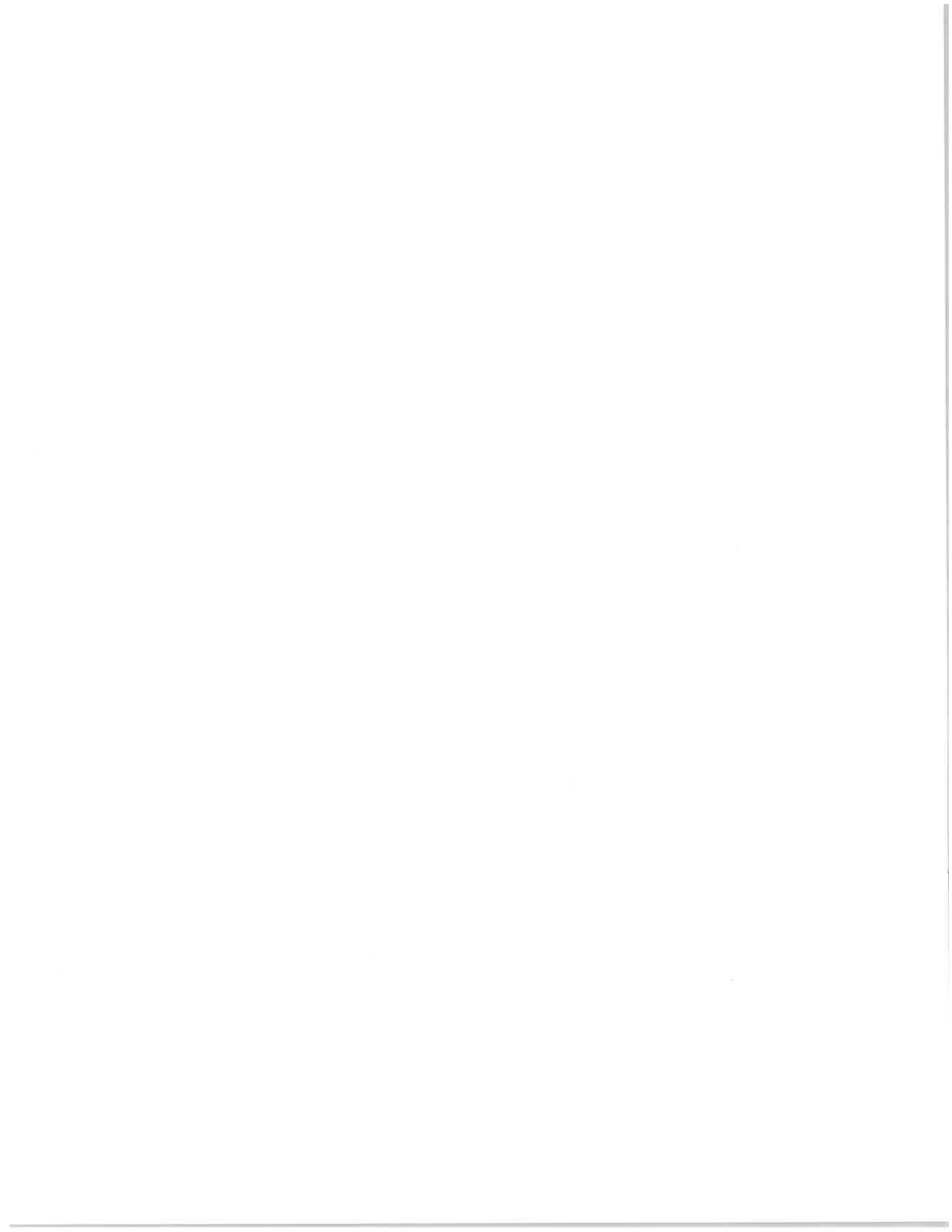
1. Definition: A night club shall be any establishment open at night after 10:00 p.m. that features music, serves food, and offers alcoholic beverages.
2. Any night club not serving food shall be closed.
3. Night clubs serving food shall be operated at levels which permit social distancing which is hereby established as fifty (50) percent capacity.
4. Night clubs are required to establish rules for the wearing of face masks of employers, employees, and patrons when not eating or drinking.

NOW, THEREFORE, BE IT ORDERED, that the Jackson City Council hereby establishes operations of night clubs in the City of Jackson by closing or by restricted hours and capacity during COVID-19.

SO ORDERED, this the ____ day of December, 2020.

Agenda Item No. _____
Date: December 22, 2020
BY: STOKES

Agenda Item #55
Agenda Date: December 22, 2020
(STOKES)



**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JACKSON, MISSISSIPPI
PROCLAIMING A LOCAL EMERGENCY AND DECLARING THE CITY OF JACKSON,
MISSISSIPPI A DISASTER AREA FROM MARCH 16, 2020 AND GOING FORWARD**

WHEREAS, on March 13, 2020, the President of the United States declared the ongoing COVID-19 outbreak a pandemic of sufficient severity and magnitude to warrant an emergency declaration for all states, tribes, territories, and the District of Columbia pursuant to Section 501(b) of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 U.S.C. Sec. 5121-5207 (the "Stafford Act"); and

WHEREAS, on March 13, 2020, the President of the United States pursuant to Sections 201 and 301 of the National Emergencies Act, 50 U.S.C. Sec. 1601, *et seq.*, and consistent with Section 1135 of the Social Security Act, as amended (42 U.S.C. Sec. 1320b-5), declared that the COVID-19 outbreak in the United States constitutes a national emergency beginning March 1, 2020; and

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, on March 16, the Mayor of the City of Jackson, Mississippi, pursuant to Section 45-17-3 of the Mississippi Code of 1972, as amended, executed and declared a civil emergency proclamation in the wake of the Coronavirus pandemic; and

WHEREAS, the worldwide outbreak of COVID-19 and the effects of its extreme risk of person-to-person transmission throughout the United States and the City of Jackson, Mississippi significantly impacts the life and health of the citizens of the City of Jackson, as well as the economy of the City; and

WHEREAS, the risk of the spread of COVID-19 within the City of Jackson, Mississippi constitutes a public emergency that may result in substantial injury or harm to life, health, and property within the City of Jackson; and

WHEREAS, Hinds County has the highest number of cases reported for COVID-19 in the State of Mississippi, at 415 as of April 25, 2020; and

WHEREAS, the City of Jackson is situated in Hinds County, Mississippi and may reasonably be presumed to have a substantial number of the cases reported for Hinds County, Mississippi; and

WHEREAS, Section 33-15-17(d) of the Mississippi Code of 1972, as amended, allows for a local emergency as defined in Section 33-15-5 – which expressly includes an epidemic – to be proclaimed by a governing body of a municipality; and

WHEREAS, the Jackson City Council finds that such local emergency exists within the geographical limits of the City of Jackson; and

WHEREAS, the emergency arising out of the public health crisis associated with COVID-19 continues to threaten the public health, safety, and welfare of the citizens of the City of Jackson.

NOW THEREFORE, BE IT RESOLVED:

1. Pursuant to Section 33-15-17(d) of the Mississippi Code of 1972, as amended, it is hereby resolved and proclaimed that a state of local emergency exists throughout the City of Jackson, Mississippi, and the areas encompassed by the boundaries of the City of Jackson are hereby declared an area of local emergency and disaster beginning March 16, 2020.
2. Said local emergency and emergency disaster area are deemed to continue to exist and the Jackson City Council will review the need for continuing the local emergency at least every thirty (30) days until such local emergency is terminated by the Jackson City Council.

(JACKSON CITY COUNCIL)

Discussion Agenda Item