



REVISED

**REGULAR MEETING OF THE CITY COUNCIL
CITY OF JACKSON, MISSISSIPPI**

November 8, 2022

AGENDA

10:00 AM

CALL TO ORDER BY THE PRESIDENT

INVOCATION

1. **REV. JOHN E. CAMERON, SR. OF MT. CALVARY M.B. CHURCH**

PLEDGE OF ALLEGIANCE

PUBLIC HEARING

2. **RESOLUTION OF THE CITY OF JACKSON AMENDING THE 1996 SOLID WASTE MANAGEMENT PLAN TO INCLUDE THE ADDITION OF A TIRE PROCESSING FACILITY ON METHODIST HOME ROAD. (HILLMAN, LUMUMBA)**

INTRODUCTIONS

PUBLIC COMMENTS

CONSENT AGENDA

3. **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."**
4. **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 OCTOBER 11, 2022 FOR THE FOLLOWING CASES:**

22-1911	22-1898	22-1897	22-396	22-1879	22-387
22-1741	22-1740	22-751	22-388	22-1883	22-1894
22-1749	22-1886	22-1884	22-1885	22-819	22-390
22-1888	22-1890	22-818	22-806	22-788	22-1865
22-1863	22-1870	22-1915	22-1918	22-1880	22-1903

5. **APPROVAL OF THE OCTOBER 17, 2022 REGULAR COUNCIL MEETING**

MINUTES. (S.JORDAN, FOOTE)

6. **ORDER ACCEPTING PAYMENT OF \$3,714.05 FROM PROGRESSIVE INSURANCE COMPANY ON BEHALF OF ITS INSURED {RAEGAN GREEN} AS A PROPERTY DAMAGE SETTLEMENT. (C.MARTIN, LUMUMBA)**

INTRODUCTION OF ORDINANCES

ADOPTION OF ORDINANCE

7. **ORDINANCE AMENDING SECTION 2-62 OF THE JACKSON CODE OF ORDINANCES. (S.JORDAN, FOOTE)**
8. **ORDINANCE AMENDING SECTION 2-64 OF THE CITY OF JACKSON CODE OF ORDINANCES FOR THE PURPOSE OF RECONCILING THE ORDER OF BUSINESS OF THE COUNCIL WITH SECTION 2-71(B) AND SECTION 2-71(C) OF THE CITY OF JACKSON CODE OF ORDINANCES. (S.JORDAN, FOOTE)**
9. **ORDINANCE AMENDING SECTION 2-71(c) OF THE CITY OF JACKSON CODE OF ORDINANCES. (S.JORDAN, FOOTE)**

REGULAR AGENDA

10. **CLAIMS (MALEMBEKA, LUMUMBA)**
11. **PAYROLL (MALEMBEKA, LUMUMBA)**
12. **ORDER MODIFYING THE CONFIRMATION OF LOUIS WRIGHT TO THE 1% SALES TAX COMMISSION. (LUMUMBA)**
13. **ORDER MODIFYING THE CONFIRMATION OF FIDELIS MALEMBEKA TO THE 1% SALES TAX COMMISSION. (LUMUMBA)**
14. **ORDER AUTHORIZING THE MAYOR TO EXECUTE A PROFESSIONAL SERVICE AGREEMENT WITH THE EXPERIENCE PRO SOUND & LIGHTING TO PROVIDE DJ SERVICES DURING THE TECH JXN 2022 CONFERENCE AND FESTIVAL ON NOVEMBER 18, 2022, AND AUTHORIZING PAYMENT IN THE AMOUNT OF ONE THOUSAND FIVE HUNDRED DOLLARS (\$1,500.00). (WRIGHT, LUMUMBA)**
15. **ORDER AUTHORIZING THE MAYOR TO EXECUTE A PROFESSIONAL SERVICE AGREEMENT WITH KMG FILMS TO PROVIDE VIDEO AND PHOTOGRAPHY SERVICES DURING THE TECH JXN 2022 CONFERENCE AND FESTIVAL ON NOVEMBER 17 - 18, 2022, AND AUTHORIZING PAYMENT IN THE AMOUNT OF FOUR THOUSAND TWO HUNDRED DOLLARS (\$4,200.00). (WRIGHT, LUMUMBA)**
16. **ORDER AUTHORIZING THE MAYOR TO EXECUTE AN EVENT LICENSE AGREEMENT WITH OVG FACILITIES, LLC TO HOST THE TECH JXN 2022 CONFERENCE AND FESTIVAL ON NOVEMBER 17 – 18, 2022, AND AUTHORIZING PAYMENT IN THE AMOUNT OF EIGHTEEN THOUSAND FIVE HUNDRED AND TEN DOLLARS. (WRIGHT, LUMUMBA)**
17. **ORDER AUTHORIZING THE MAYOR TO RATIFY AND RENEW SOFTWARE SUBSCRIPTION WITH LEXISNEXIS FOR THE ACCURINT VIRTUAL CRIME CENTER (AVCC) FOR A THREE (3) YEAR PERIOD AT A SUM TOTAL COST NOT TO EXCEED NINETY-NINE THOUSAND, TEN DOLLARS AND EIGHTY CENTS (\$99,010.80). (DAVIS, LUMUMBA)**

18. **RESOLUTION (I) AUTHORIZING AND DIRECTING THE ISSUANCE OF A GENERAL OBLIGATION BOND, SERIES 2022 (THE "CITY BOND"), OF THE CITY OF JACKSON, MISSISSIPPI, IN THE PRINCIPAL AMOUNT OF NOT TO EXCEED SEVEN MILLION FIVE HUNDRED DOLLARS (\$7,500,000) TO (I) RAISE MONEY FOR PURPOSE OF REPAIRING, IMPROVING, ADORNING AND EQUIPPING THE ARTS CENTER OF MISSISSIPPI AND THE RUSSELL C. DAVIS PLANETARIUM AND FOR OTHER AUTHORIZED PURPOSES IN CONNECTION WITH SAME INCLUDING CONSTRUCTING, IMPROVING AND PAVING STREETS, SIDEWALKS, DRIVEWAYS, PARKWAYS, WALKWAYS AND PUBLIC PARKING FACILITIES IN CONNECTION WITH MAKING IMPROVEMENTS TO BOTH THE ARTS CENTER OF MISSISSIPPI AND THE RUSSELL C. DAVIS PLANETARIUM ALL PURUSANT TO SECTIONS 21-33-301 ET SEQ., MISSISSIPPI CODE OF 1972, AS AMENDED AND SUPPLEMENTED FROM TIME TO TIME AND SECTIONS 31-25-1 ET SEQ., MISSISSIPPI CODE OF 1972, AS AMENDED AND SUPPLEMENTED FROM TIME TO TIME, INCLUDING FUNDING CAPITALIZED INTEREST, IF APPLICABLE AND PAYING THE COSTS OF ISSUANCE FOR THE CITY BOND AND THE BANK BONDS, AS HEREIN DEFINED; (II) DIRECTING THE SALE AND AWARD OF THE CITY BOND; (III) APPROVING THE FORM OF AND EXECUTION OF THE CITY BOND PURCHASE AGREEMENT FOR THE SALE OF THE CITY BOND; (IV) APPROVING THE FORM OF AND EXECUTION OF THE TERM SHEET FOR THE SALE OF THE \$7,500,000 MISSISSIPPI DEVELOPMENT BANK SPECIAL OBLIGATION BONDS, SERIES 2022 (JACKSON, MISSISSIPPI GENERAL OBLIGATION PLANETARIUM IMPROVEMENT BOND PROJECT) (THE "BANK BONDS"); AND APPROVING THE FORM OF THE INDENTURE OF TRUST FOR THE BANK BONDS. (KIDD, LUMUMBA)**
19. **RESOLUTION FINDING AND DETERMINING THAT THE RESOLUTION ADOPTED ON SEPTEMBER 27, 2022, WAS DULY PUBLISHED AS REQUIRED BY LAW; THAT NO SUFFICIENT PROTEST DESCRIBED IN SAID RESOLUTION HAS BEEN FILED BY THE QUALIFIED ELECTORS; AND AUTHORIZING THE ISSUANCE OF SAID BONDS AND/OR BOND AND/OR LOAN. (KIDD, LUMUMBA)**
20. **ORDER AUTHORIZING THE MAYOR TO EXECUTE A MEMORANDUM OF UNDERSTANDING AND RELATED DOCUMENTS WITH THE STATE OF MISSISSIPPI'S DEPARTMENT OF FINANCE AND ADMINISTRATION TO ISSUE FUNDS ALLOCATED TO THALIA MARA HALL IN THE AMOUNT OF TWO MILLION DOLLARS FOR RENOVATIONS AND UPGRADES TO THALIA MARA HALL. (KIDD, LUMUMBA)**
21. **ORDER REVISING THE CITY OF JACKSON'S PAID HOLIDAY, PERSONAL LEAVE, SICK LEAVE, BEREAVEMENT LEAVE BENEFITS AND PROVIDING FOR SIMULTANEOUS EXHAUSTION OF PERSONAL AND MEDICAL LEAVE WITH BENEFITS AFFORDED BY THE FAMILY MEDICAL LEAVE ACT. (T.MARTIN, LUMUMBA)**
22. **ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH SPECTRUM EMPLOYMENT AGENCY TO PROVIDE TEMPORARY STAFFING SERVICES TO VARIOUS CITY DEPARTMENTS. (T.MARTIN,**

LUMUMBA)

23. **ORDER AUTHORIZING CANCELLATION OF LIEN WITH THE HINDS COUNTY TAX COLLECTOR FOR ADJUDICATED COSTS AND PENALTIES ASSESSED FOR CLEANING PARCEL NUMBER 211-362 LOCATED AT 913 WINN STREET, JACKSON MISSISSIPPI. (DOTSON, LUMUMBA)**
24. **ORDER ACCEPTING THE DONATION OF AN ENDANGERED NORTH AMERICAN BLACK BEAR FROM THE STATE OF MISSISSIPPI WILDLIFE AND FISHERIES TO THE CITY OF JACKSON, MISSISSIPPI JACKSON ZOO. (HARRIS, LUMUMBA)**
25. **RESOLUTION OF THE CITY OF JACKSON AMENDING THE 1996 SOLID WASTE MANAGEMENT PLAN TO INCLUDE THE ADDITION OF A TIRE PROCESSING FACILITY ON METHODIST HOME ROAD. (HILLMAN, LUMUMBA)**
26. **ORDER AUTHORIZING THE MAYOR TO CHANGE ORDER #3 TO THE CONTRACT OF HEMPHILL CONSTRUCTION COMPANY, INC. FOR CONSTRUCTION OF THE O.B. CURTIS WATER TREATMENT MEMBRANE FILTER BUILDING PROJECT, DWI-L250008-02. (HILLMAN, LUMUMBA)**
27. **ORDER AUTHORIZING THE MAYOR TO EXECUTE DOCUMENTS NECESSARY FOR THE UNITED STATES ENVIRONMENTAL PROTECTION AGENCY STATE AND TRIBAL ASSISTANCE GRANT PURSUANT TO THE FISCAL YEAR 2022 CONSOLIDATED APPROPRIATIONS ACT (PUBLIC LAW 117-103). (HILLMAN, LUMUMBA)**
28. **ORDER AUTHORIZING THE MAYOR TO EXECUTE A JOINT FUNDING AGREEMENT WITH THE UNITED STATES DEPARTMENT OF THE INTERIOR, U.S. GEOLOGICAL SURVEY FOR WATER RESOURCES INVESTIGATIONS. (HILLMAN, LUMUMBA)**
29. **ORDER AUTHORIZING THE MAYOR TO EXECUTE A MEMORANDUM OF UNDERSTANDING WITH THE MISSISSIPPI DEPARTMENT OF FINANCE AND ADMINISTRATION REGARDING EUBANKS CREEK BETWEEN STATE STREET AND OLD CANTON ROAD PURSUANT TO HOUSE BILL 1353 OF THE 2022 REGULAR LEGISLATIVE SESSION. (HILLMAN, LUMUMBA)**
30. **ORDER RATIFYING A CONTRACT WITH HEMPHILL CONSTRUCTION COMPANY, INC. FOR SANITARY SEWER EMERGENCY REPAIR WORK AT 350 MEADOWBROOK ROAD AND AUTHORIZING THE MAYOR TO EXECUTE CHANGE ORDER #1/FINAL AND AUTHORIZING FINAL PAYMENT AND PUBLICATION OF THE NOTICE OF COMPLETION. (HILLMAN, LUMUMBA)**
31. **ORDER RATIFYING A ONE-YEAR EXTENSION OF A CONTRACT WITH PHOENIX PROTECTION AGENCY ENTERPRISES, LLC FOR SECURITY SERVICES AT THE CITY'S TWO WATER TREATMENT PLANTS. (HILLMAN, LUMUMBA)**
32. **ORDER RATIFYING EMERGENCY RENTAL CONTRACT WITH UNIVERSAL SERVICES, LLC FOR A PORTABLE CHILLER FOR USE AT CITY HALL. (HILLMAN, LUMUMBA)**
33. **ORDER AUTHORIZING CHANGE ORDER NO. 2/FINAL TO THE**

CONTRACT WITH HEMPHILL CONSTRUCTION COMPANY, INC., AUTHORIZING RELEASE OF RETAINAGE, PUBLICATION OF NOTICE OF COMPLETION, AND COMMENCEMENT OF ONE-YEAR WARRANTY FOR THE O.B. CURTIS WATER TREATMENT PLANT MEMBRANE TRAIN #5 PROJECT. (HILLMAN, LUMUMBA)

34. **ORDER RATIFYING AN EMERGENCY CONTRACT WITH SERVPRO OF JACKSON FOR SERVICES AT THE ART CENTER OF MISSISSIPPI AND AUTHORIZING PAYMENT. (WARD 7) (HILLMAN, LUMUMBA)**
35. **RESOLUTION OF THE CITY OF JACKSON, MISSISSIPPI, CONSENTING TO HINDS COUNTY, MISSISSIPPI RESURFACING MOSSLINE DRIVE IN THE CITY OF JACKSON, MISSISSIPPI. (C.MARTIN, LUMUMBA)**
36. **ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH METRO PUBLIC DEFENDER OFFICE TO CONTINUE TO PROVIDE INDIGENT DEFENDER LEGAL SERVICES FOR THE CITY OF JACKSON, MISSISSIPPI. (C.MARTIN, LUMUMBA)**
37. **RESOLUTION OF CITY COUNCIL OF JACKSON, MISSISSIPPI IN SUPPORT OF COMMEMORATING THE BIRTHDAY OF MR. CHARLES TISDALE. (STOKES)**
38. **ORDER OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI AUTHORIZING TWO HUNDRED FIFTY THOUSAND DOLLARS GRANT TO VISIT JACKSON TO HELP JACKSON BUSINESSES BECAUSE OF WATER CRISIS. (STOKES)**
39. **ORDER OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI ORDERING THE EXPANSION OF THE RANKS OF THE JACKSON POLICE DEPARTMENT BY A MINIMUM OF ONE HUNDRED SWORN OFFICERS WITHIN A TIME PERIOD OF ONE YEAR. (STOKES)**
40. **ORDER RATIFYING THE ACCEPTANCE OF PROFESSIONAL SERVICES AND SUPPORT FROM METRIX SOLUTIONS, LLC, AND AUTHORIZING THE MAYOR TO EXECUTE A MASTER SERVICES AGREEMENT FOR THE MAINTENANCE OF THE PURE STORAGE SOLUTION AND PAYMENT FOR SAID SERVICES.(REID, LUMUMBA)**
41. **ORDER AUTHORIZING THE MAYOR AND MUNICIPAL OFFICIALS TO EXECUTE THE 2022 MUNICIPAL COMPLIANCE QUESTIONNAIRE REQUIRED BY THE OFFICE OF THE STATE AUDITOR FOR THE STATE OF MISSISSIPPI. (MALEMBEKA, LUMUMBA)**

DISCUSSION

42. **DISCUSSION: JACKSON REDEVELOPMENT AUTHORITY (JRA) (STOKES)**
43. **DISCUSSION: MARY C. JONES SCHOOL (STOKES)**
44. **DISCUSSION: GRANTS DIVISON (HARTLEY)**
45. **DISCUSSION: ADDITIONAL SUPPORT FOR SIGN DEPARTMENT (HARTLEY)**
46. **DISCUSSION: HILDA DRIVE (LEE)**
47. **DISCUSSION: ONGOING EPA DOJ NEGOTIATIONS (FOOTE)**

PRESENTATION

PROCLAMATION

RESOLUTIONS

REPORT FROM MEMBERS, MAYOR, DEPARTMENT DIRECTORS

ANNOUNCEMENTS

ADJOURNMENT

AGENDA ITEMS IN COMMITTEE

**RESOLUTION OF THE CITY OF JACKSON AMENDING THE 1996
SOLID WASTE MANAGEMENT PLAN TO INCLUDE THE
ADDITION OF A TIRE PROCESSING FACILITY ON METHODIST
HOME ROAD.**

WHEREAS, the current Solid Waste Management Plan of the City of Jackson allows for Mississippi Tire Recycling, LLC to perform tire processing at a location on Meter Road; and the approval of this amendment will allow for Mississippi Tire Recycling, LLC to perform tire processing at an additional location at 4976 Methodist Home Road; and

WHEREAS, currently the maximum tire processing at the Meter Road facility is sixteen tons per day and this additional facility will allow up to sixty tons per day of tires to be processed; and

WHEREAS, the Meter Road facility of Mississippi Tire Recycling, LLC is the only facility in the Central Mississippi Area, resulting in the capacity for tire processing being extremely low in the area; and

WHEREAS, recently, the City has been unable to accept waste tires due to the Meter Road facility of Mississippi Tire Recycling not having adequate space to hold waste tires until they have been processed; and

WHEREAS, the City does not have other permitted space in which it may hold waste tires until Mississippi Tire Recycling, LLC has space to receive additional waste tires; and

WHEREAS, there exists a tremendous need for an additional tire processing facility in the Central Mississippi area; and

WHEREAS, Mississippi Tire Recycling, LLC proposes to perform tire processing at an additional location, 4976 Methodist Home Road; and

WHEREAS, Mississippi Tire Recycling, LLC will retrofit the former Bailey Lumber Company warehouses to create a new facility with new equipment and a workforce of 10 to 20 persons, which will allow up to sixty tons per day of waste tires to be processed; and

WHEREAS, notice was published on October 27, 2022 and November 3, 2022, and a public hearing was held November 8, 2022, where public input was received, and any concerns and comments have been noted and communicated; and

WHEREAS, adjacent property owners and adjacent counties have been contacted with no objection to the proposed waste tire facility having been received.

THEREFORE, IT IS HEREBY RESOLVED that the City of Jackson 1996 Solid Waste Management Plan is hereby amended to allow for a waste tire processing facility located at 4976 Methodist Home Road.

Public Hearing Agenda Item No. 2
11.8.2022
(Hillman, Lumumba)

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

November 8, 2022

POINTS	COMMENTS																														
Brief Description/Purpose	RESOLUTION OF THE CITY OF JACKSON AMENDING THE 1996 SOLID WASTE MANAGEMENT PLAN TO INCLUDE THE ADDITION OF, A TIRE PROCESSING FACILITY ON METHODIST HOME ROAD (ALL WARDS)																														
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 Economic Development																														
3. Who Will Be Affected	All City Residents																														
4. Benefits	This new facility will allow more storage, processing and recycling options for the City of Jackson residents and businesses to properly dispose of tires.																														
5. Schedule (beginning date)	n/a																														
6. Location: WARD CITYWIDE (yes or no)(area) Project limits if applicable	Citywide																														
7. Action implemented by: City Department Consultant	Public Works Department/Solid Waste Division N/A																														
<input type="checkbox"/> COST <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	N/A																														
8. 9. Source of Funding General Fund Grant Bond Other	N/A																														
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%;">no _____</td> <td style="width: 10%;">N/A _____</td> </tr> <tr> <td>AABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes _____</td> <td>no _____</td> <td>N/A _____</td> </tr> <tr> <td>WBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes _____</td> <td>no _____</td> <td>N/A _____</td> </tr> <tr> <td>HBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes _____</td> <td>no _____</td> <td>N/A _____</td> </tr> <tr> <td>NABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes _____</td> <td>no _____</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 _____																										
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WBE	_____ %	WAIVER	yes _____	no _____	N/A _____																										
HBE	_____ %	WAIVER	yes _____	no _____	N/A _____																										
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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 OCTOBER 11, 2022 FOR THE FOLLOWING CASES:

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22-1863	22-1870	22-1915	22-1918	22-1880	22-1903

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

WHEREAS, hearings were held on October 11, 2022; 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 #22-1911: Parcel #151-46 located at 0 Hughes Street:** After hearing testimony from the interested parties **Bridgeet Olugbala and Sacajawea Hall**, the hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare. However, interested parties shall be afforded ninety (90) days until January 9, 2023 to cure. If there is a default and the City proceeds with cleaning, the 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, and saplings; remove the trash, debris, wooden boards/crates, appliances/old furniture, building materials/old bricks, tree limbs & parts, and tires; and clean curbside.

Consent Agenda Item No. 4
11.8.2022
(Dotson, Lumumba)

- 2) **Case #22-1898: Parcel #151-10** located at **0 Ewing Street**: No appearance by the owner or an interested party. The hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with an assessment of actual costs and a penalty of \$500.00. Ward 5

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

- 3) **Case #22-1897: Parcel #151-8** located at **0 Ewing Street**: After hearing testimony from **Bridgeet Olugbala and Sacajawea Hall**, the hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare. However, the interested parties shall be afforded ninety (90) until January 9, 2023 to cure. If there is a default and the City proceeds with cleaning, the 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, and saplings; remove the trash, debris, wooden boards/crates, appliances/old furniture, building materials/old bricks, tree limbs & parts, and tires; and clean curbside.

- 4) **Case #22-396: Parcel #151-19** located at **651 Ewing Street**: After hearing testimony from the **Bridgeet Olugbala and Sacajawea Hall**, the hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare. However, interested parties shall be afforded ninety (90) days or until January 9, 2023 to cure the violations by completing the scope of work. If there is a default and the City proceeds with cleaning, the hearing officer recommends an assessment of actual costs and a penalty of \$500.00. Ward 5

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

- 5) **Case #22-1879: Parcel #151-6** located at **617 Ewing Street**: No appearance by the owner or an interested party. The hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with an assessment of actual costs and a penalty of \$750.00. Ward 5

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

- 6) **Case #22-387: Parcel #154-7-2** located at **1330 Deer Park Street**: No appearance by the owner or an interested party. The hearing officer recommends that the property be

adjudicated as a menace to public health, safety, and welfare with an assessment of actual costs and a penalty of \$1,000.00. Ward 5

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

- 7) **Case #22-1741: Parcel #154-10-1** located at **1508 Deer Park Street**: No appearance by owner or an interested party. The hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with an assessment of actual costs and a penalty of \$500.00. Ward 5

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

- 8) **Case #22-1740: Parcel #154-9** located at **1428 Deer Park Street**: No appearance by owner or an interested party. The hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with an assessment of actual costs and a penalty of \$500.00. Ward 5

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

- 9) **Case #22-751: Parcel #626-118** located at **3603 Terry Road**: No appearance by the owner or an interested party. The hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with an assessment of actual costs and a penalty of \$500.00. Ward 6

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

- 10) **Case #22-388: Parcel #153-45** located at **1242 Pittsburg Street**: After hearing testimony from owner **Marlena Calvin**, the hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare; however, the owner shall be afforded fourteen (14) days until October 25, 2022 to cure. If there is a default and the City proceeds with cleaning, the hearing officer recommends an assessment of actual costs and a penalty of \$500.00. Ward 5

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

- 11) **Case #22-1883: Parcel #153-33** located at **1221 ½ Pittsburg Street**: No appearance by the owner or an interested party. The hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with an assessment of actual costs and a penalty of \$500.00. Ward 5

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

- 12) **Case #22-1894 Parcel #153-37** located at **1231 Pittsburg Street**: No appearance by the owner or an interested party. The hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with an assessment of actual costs and a penalty of \$500.00. Ward 5

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

- 13) **Case #22-1749: Parcel #153-32** located at **1219 Pittsburg Street**: No appearance by owner or an interested party. The hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with an assessment of actual costs and a penalty of \$500.00. Ward 5

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

- 14) **Case #22-1886: Parcel #153-36** located at **1229 Pittsburg Street**: No appearance by owner or an interested party. The hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with an assessment of actual costs and a penalty of \$500.00. Ward 5

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

- 15) **Case #22-1884: Parcel #153-34** located at **1223 Pittsburg Street**: No appearance by the owner or an interested party. The hearing officer recommends that the property be

adjudicated as a menace to public health, safety, and welfare with an assessment of actual costs and a penalty of \$500.00. Ward 5

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

16) **Case #22-1885: Parcel #153-35** located at **1225 Pittsburg Street**: No appearance by the owner or an interested party. The hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with an assessment of actual costs and a penalty of \$500.00. Ward 5

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

17) **Case #22-390: Parcel #153-24** located at **1506 Pittsburg Street**: After hearing testimony from **Kyris Brown for NJC Investments Group, LLC**, the hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare. However, the owner shall be afforded until October 18, 2022 to determine whether to repair or demolish the structure and fourteen (14) days until October 25, 2022 to cure. If there is a default and the City proceeds with cleaning, the hearing officer recommends an assessment of actual costs and a penalty of \$500.00. Ward 5

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

18) **Case #22-1888: Parcel #153-20** located at **0 Pittsburg Street**: After hearing testimony from **Kyris Brown for NJC Investments Group, LLC**, the hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare; however, the owner shall be afforded fourteen (14) days until October 25, 2022 to cure. If there is a default and the City proceeds with cleaning, the 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, and saplings; remove the trash, debris, wooden boards/crates, appliances/old furniture, building materials/old bricks, tree limbs & parts, and tires; and clean curbside.

19) **Case #22-1890: Parcel #153-54** located at **1523 Pittsburg Street**: No appearance by the owner or an interested party. The hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with an assessment of actual costs and a penalty of \$500.00. Ward 5

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

- 20) **Case #22-818: Parcel #153-38** located at **0 Pittsburg Street**: No appearance by the owner or an interested party. The hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with an assessment of actual costs and a penalty of \$500.00. Ward 5

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

- 21) **Case #22-806: Parcel #153-41** located at **0 Pittsburg Street**: No appearance by the owner or an interested party. The hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with an assessment of actual costs and a penalty of \$500.00. Ward 5

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

- 22) **Case #22-788 Parcel #522-452** located at **4408 Meadowlane Drive**: After hearing testimony from owner **Debra Epps**, the hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare; however, the owner shall be afforded three (3) weeks which shall expire on November 1, 2022, to cut grass and weeds. Also, the owner shall be afforded six (6) months which shall expire on April 11, 2023 to cure remaining violations. If there is a default and the City proceeds with cleaning, the hearing officer recommends an assessment of actual costs and a penalty of \$500.00. Ward 3

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

- 23) **Case #22-1865: Parcel #152-48** located at **0 Central Street**: After hearing testimony from the owner, the hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare; however, the owner shall be afforded fourteen (14) days until October 25, 2022 to cure. If there is a default and the City proceeds with cleaning, the 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, and saplings; remove the trash, debris, wooden boards/crates, appliances/old furniture, building materials/old bricks, tree limbs & parts, and tires; and clean curbside.

- 24) **Case #22-1863: Parcel #152-57** located at **1415 Central Street**: After hearing testimony from **Bridgeet Olugbala and Sacajawea Hall**, the hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare; however, interested parties shall be afforded sixty (60) days to cure expiring December 6, 2022. If there is a default and the City proceeds with cleaning, the 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, and saplings; remove the trash, debris, wooden boards/crates, appliances/old furniture, building materials/old bricks, tree limbs & parts, and tires; and clean curbside.

- 25) **Case #22-1870: Parcel #151-3** located at **0 Robinson Street**: After hearing testimony from **Bridgeet Olugbala and Sacajawea Hall**, the hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare; however, interested parties shall be afforded sixty (60) days to cure expiring December 6, 2022. If there is a default and the City proceeds with cleaning, the hearing officer recommends an assessment of actual costs and a penalty of \$500.00.

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

- 26) **Case #22-1915: Parcel #149-20** located at **0 Lewis Street**: After hearing testimony from **Bridgeet Olugbala and Sacajawea Hall**, the hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare; however, interested parties shall be afforded sixty (60) days to cure expiring December 6, 2022. If there is a default and the City proceeds with cleaning, the 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, and saplings; remove the trash, debris, wooden boards/crates, appliances/old furniture, building materials/old bricks, tree limbs & parts, and tires; and clean curbside.

- 27) **Case #22-1916: Parcel #149-21** located at **0 Lewis Street**: After hearing testimony from **Bridgeet Olugbala and Sacajawea Hall**, the hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare; however, interested parties shall be afforded sixty (60) days to cure expiring December 6, 2022. If there is a default and the City proceeds with cleaning, the hearing officer recommends an assessment of actual costs and a penalty of \$500.00.

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

- 28) **Case #22-1918: Parcel #149-31** located at **0 Lewis Street**: After hearing testimony from **Bridgeet Olugbala and Sacajawea Hall**, the hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare; however, interested parties shall be afforded sixty (60) days to cure expiring December 6, 2022. If there is a default and the City proceeds with cleaning, the 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, and saplings; remove the trash, debris, wooden boards/crates, appliances/old furniture, building materials/old bricks, tree limbs & parts, and tires; and clean curbside.

- 29) **Case #22-1880: Parcel #151-36** located at **670 Ewing Street**: After hearing testimony from **Bridgeet Olugbala and Sacajawea Hall**, the hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare; however, interested parties shall be afforded ninety (90) days to cure expiring January 9, 2023. If there is a default and the City proceeds with cleaning, the hearing officer recommends an assessment of actual costs and a penalty of \$500.00. Ward 5

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

- 30) **Case #22-1903: Parcel #151-30** located at **0 Ewing Street**: After hearing testimony from **Bridgeet Olugbala and Sacajawea Hall**, the hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare; however, interested parties shall be afforded sixty (60) days to cure expiring December 6, 2022. If there is a default and the City proceeds with cleaning, the 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, and saplings; remove the trash, debris, wooden boards/crates, appliances/old furniture, building materials/old bricks, tree limbs & parts, and tires; and clean curbside.

IT IS HEREBY ORDERED that the above parcels be adjudicated a menace to public health 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
10/11/2022

DATE

POINTS		COMMENTS
1.	Brief Description/Purpose	This is Community Improvement regular agenda for the City Council authority to clean private property.
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 	<ol style="list-style-type: none"> 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: <ul style="list-style-type: none"> ▪ 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 <input type="checkbox"/> ■ Grant <input type="checkbox"/> ■ Bond <input type="checkbox"/> ■ Other <input type="checkbox"/>	COMMUNITY IMPROVEMENT DEVELOPMENT BLOCK GRANT FUNDS GENERAL FUNDS																																																																						
10.	EBO participation	<table> <tr> <td>ABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> </tr> <tr> <td>N/A</td> <td>_____</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>AABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> </tr> <tr> <td>N/A</td> <td>_____</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>WBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> </tr> <tr> <td>N/A</td> <td>_____</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>HBE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> </tr> <tr> <td>N/A</td> <td>_____</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>NABE</td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> </tr> <tr> <td>N/A</td> <td>_____</td> <td></td> <td></td> <td></td> <td></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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Revised 2-04

MEMORANDUM

TO: Mayor Choke A. Lumumba

VIA: Chloe Dotson
Interim Director, Planning and Development

FROM: Community Improvement
Planning and Development

DATE: 10/11/22

RE: Agenda Item

The attached agenda item is a Resolution declaring a 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 the 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 2770
Jackson, Mississippi 39207-2770
Telephone: (601) 960-1799
Facsimile: (601) 960-1756

OFFICE OF THE CITY ATTORNEY
[Handwritten initials]

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 OCTOBER 11, 2022 FOR THE FOLLOWING CASES: 22-1911 22-1898 22-1897 22-396 22-1879 22-387 22-1741 22-1740 22-751 22-388 22-1883 22-1894 22-1749 22-1886 22-1884 22-1885 22-819 22-390 22-1888 22-1890 22-818 22-806 22-788 22-1865 22-1863 22-1871 22-1915 22-1918 22-1880 22-1903 is legally sufficient for placement in NOVUS Agenda.

[Handwritten signature of Catoria Martin]

Catoria Martin, City Attorney

Kristie Metcalf, Deputy City Attorney *[Handwritten initials]*

11/2/22
Date

ORDER ACCEPTING PAYMENT OF \$3,714.05 FROM PROGRESSIVE INSURANCE COMPANY ON BEHALF OF ITS INSURED {RAEGAN GREEN} 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 \$3,714.05 as a property damage settlement for damage sustained to City of Jackson property {PC-1808} on March 18,2021.

APPROVED FOR AGENDA:

Consent Agenda Item No. 6
11.8.2022
(C.Martin, Lumumba)

10/14/2022
{TBP}

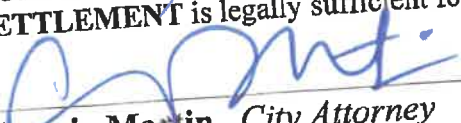
Office of the City Attorney

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

OFFICE OF THE CITY ATTORNEY

OFFICE OF THE CITY ATTORNEY

This ORDER ACCEPTING PAYMENT OF \$3,714.05 FROM PROGRESSIVE INSURANCE COMPANY ON BEHALF OF ITS INSURED {RAEGAN GREEN} AS A PROPERTY DAMAGE SETTLEMENT is legally sufficient for placement in NOVUS Agenda.


Catoria Martin, City Attorney

10/20/22
DATE


Carrie Johnson, Senior Deputy City Attorney

DATE

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

10/14/2022
DATE

	POINTS	COMMENTS																																																		
1.	1. Brief Description/Purpose	ORDER ACCEPTING PAYMENT OF \$3,714.05 FROM PROGRESSIVE INSURANCE COMPANY ON BEHALF OF ITS INSURED (RAEGAN GREEN) 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																																																		
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8.	COST	\$3,714.05																																																		
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MEMO

TO: Chokwe Antar Lumumba, Mayor
City of Jackson

DATE: October 14, 2022

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

On 3/12/21, the driver of V2 (JPD Detective Michael Outland, 2015 Chevrolet Impala, PC-1808) was traveling south on Old Canton Rd when V1 (Raegan R. Green, 2008 Nissan Altima) collided with his rear end. The driver of V1 stated she was traveling south on Old Canton Rd, when she collided with the rear end of V2. There were no injuries reported.

The demand letter was sent to Progressive Insurance Company in the amount of \$3,714.05. Progressive mailed the settlement check in the amount of \$3,714.05, which includes the "loss of use".

It is hereby recommended, pending City Council approval, that the City of Jackson accepts the aforementioned payment as a property damage settlement. 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

Progressive
PO Box 2930
Clinton, IA 52733-2930

513363 20557 1 MB 0.515 CMBPI01D 069 020557



CITY OF JACKSON
ATTN: ATTN RISK MANAGEMENT DEPARTMENT
PO BOX 17
JACKSON, MS 39205-0017

Page 1 of 1



ADVICE FOR PAYMENT 2046066561

Payee: CITY OF JACKSON	Payment Date	10/05/2022
	Total Payment Amount	\$3,714.05
	Total Number of Invoices	1

If you have any questions regarding this payment, please call us at 1-800-274-4499.

Details

Claim Number: 216721185	Name: CITY OF JACKSON,	Date of Loss: 03/12/2021	Invoice Number: 102414512	Company: Progressive Gulf Insurance Company			
Type	Description	*Coverage	Reference	Identifier	Service Dates	Deductible	Payment Amount
Repair	Subrogation	PD	N/A	15 CHEVROLET IMPALA	N/A	\$0.00	\$3,714.05

Total Payment Amount	\$3,714.05
-----------------------------	------------

***Full Description of Coverage:**
PD - Property Damage Liability

RECEIVED
OCT 11 2022
RISK MANAGEMENT

Jenkins Automotive

Jenkins Automotive
 1120 England Road
 Jackson, MS 39209
 Business Phone: (601) 874-0440
 dougmontrel@gmail.com

Estimate

Est # 11
 ID # 10841283

Vehicle Info
 2015 Chevrolet -Impala Limited LS
 2G1WA5E34F1112412
 License: PC1808
 Body Type: 4 Door Sedan
 Engine: 3.6L 6 Cyl Gas Injected
 Transmission: 6 Speed Auto Trans
 Drive Type: FWD

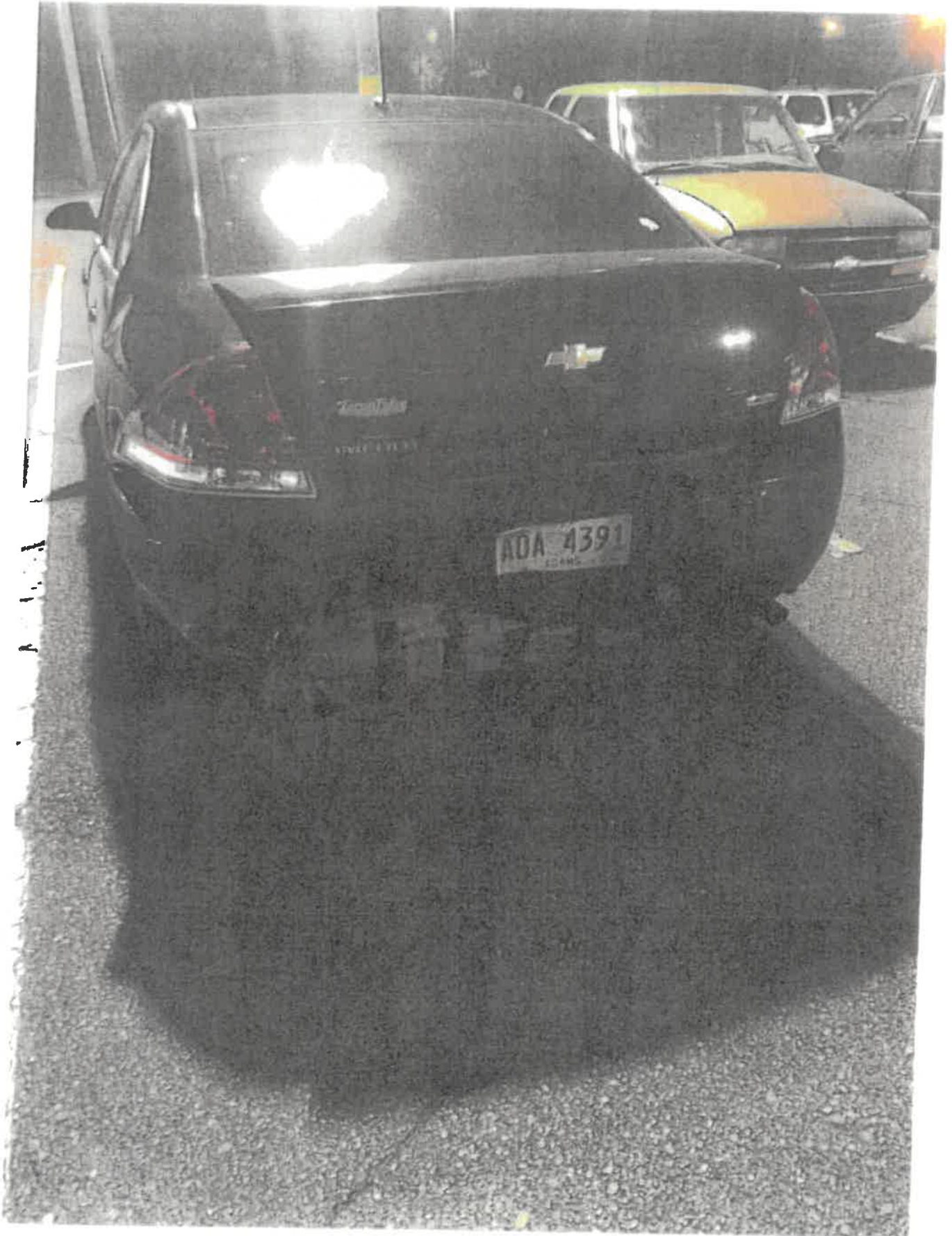
Owner
 Jackson Police Department

Insurance Company
 Inspection Date: 06/28/2021

	Oper	Description	Part Number	Price	Labor
SIDE BODY					
1	Refinish	L QUARTER PANEL INSIDE			0.8 hrs. Paint panel 0.3 hrs. Refinish
		0.3 hrs. Clearcoat			
2	Refinish	L SIDE BODY PANEL COMPLETE			5.5 hrs. Paint panel 2.2 hrs. Refinish
		2.2 hrs. Clearcoat			
REAR BODY					
3	Replace	REAR BODY PANEL	89025214	\$581.08	7 hrs. Body 2 hrs. Paint panel 1.3 hrs. Refinish
		0.8 hrs. Clearcoat, 0.5 hrs. Edging Deduct 2.0 for Each Quarter Panel Removed, Includes R&R Impact Bar			
REAR BUMPER					
4	Replace	REAR BUMPER COVER	19120961	\$384.23	Included 2.9 hrs. Paint panel 1.7 hrs. Refinish
		1.2 hrs. Clearcoat, 0.5 hrs. Edging Includes R&R License Lamp			
5	Overhaul	O/H REAR BUMPER ASSY (INCLUDES R&I)			1.9 hrs. Body

Totals

Type	Labor Time	Cost	Total	Taxable
Body Labor	8.9	\$65.00	\$578.50	
Paint Labor	16.7	\$65.00	\$1,085.50	
Paint Supplies	16.7	\$42.00	\$701.40	✓
OEM Parts			\$965.31	✓
Taxable Amount			\$1,666.71	
Tax	8%		\$133.34	
Nontaxable Amount			\$1,664.00	
Grand Total			\$3,464.05	





THE CITY OF
JACKSON
MISSISSIPPI
OFFICE OF THE CITY ATTORNEY
Risk Management Division

October 25, 2021

FOURTH REQUEST

Progressive Insurance Company
ATTN: Claim# 21-6721185
P O Box 512926
Los Angeles, CA 90051-0296

Re: Damages to the City of Jackson Property
Date of Accident: 3/18/2021
Description of Property: Vehicle Accident involving PC-1808
Location: Old Canton Rd heading south
Your Insured: Raegan R. Green - Claim#14161
Your Claim#: 21-6721185
Amount of Lien: \$3,464.05 - vehicle repairs
\$ 250.00 - Loss of use
\$3,714.05 - Total

Dear Claims Representative:

The City of Jackson has completed the investigation of the above captioned claim. Based on our findings, your insured is responsible for the accident. The City of Jackson is seeking full reimbursement for the cost of repairs.

Attached, you will find a copy of the estimate for the cost of repairs, please make the check payable to the City of Jackson, and send it to the following address:

City of Jackson
ATTN: Risk Management Division
PO Box 17
Jackson, Ms 39205-0017

Thank you for your cooperation in this matter. If you have any questions, please do not hesitate to call me at (601) 960-1738.

Sincerely,



Dornice W. Thurman, Claims Investigator
Risk Management Division

DWT

Enclosures

RECEIVED

PER-20 (REV. 12-05)

MAK 22 2021

COPY FOR FILE

CITY OF JACKSON
ACCIDENT REPORT INVOLVING CITY VEHICLES

3/12/21

Date of Accident 3/16/2021
Date this form completed 3/16/2021 Time 1100 AM/PM

RISK MANAGEMENT

RISK MANAGEMENT

SECTION I. VEHICLE #1 (CITY VEHICLE)

1. Vehicle # 1808 Year 2015 Make Chevrolet Impala Type (Sedan, Pick-up, etc.) Sedan Dept Major Inv.

2. Operator's Name Michael Outland Employee # SSN Date of Birth

3. City Driver License # State Driver License # 800273622

4. Home address 327 E. Pascagoula St City/State/Zip Code Jackson MS 39201 Phone # 601 980-1298

5. Parts of vehicle damaged Rear Bumper Approximate cost of repairs \$ Unk

6. Location of Accident Old Canton Rd /Sheffield Dr

7. Were the appropriate law enforcement officials notified immediately? Yes No

8. If not, why? N/A

9. Name of Investigating Officer Mylan Smith Badge # 2589 Employee # 105611 Case # 2021-028242

10. Vehicle # 1 was going (North, East, Parked, etc.) South on Old Canton Rd (Street)

11. Name, Address, Zip Code & Phone # of Witness (s) N/A
3/16/2021

SECTION II. VEHICLE #2 (OTHER VEHICLE)

1. Year 2008 Make Nissan Altima Type (Sedan, Pick-up, etc.) Sedan

2. Operator's Name Raegan Green Phone #

3. Street address City/State/Zip Code

4. Parts of vehicle damaged Front Bumper Approximate cost of repairs \$ Unk

5. Vehicle # 2 was going (North, East, Parked, etc.) Old Canton Rd on Old Canton Rd (Street)

INDICATE
NORTH
BY ARROW

Remarks:

Driver of V2 stated he was traveling south on Old Canton rd when v1 collided with his rear end. The driver of v1 stated she was traveling south on Old Canton Rd when she collided with the rear end of v2.

The driver of v1 stated that she looked down at her phone to change the song that was playing. the driver of v2 was operating patrol car PC 1808.

Street

NOTE: Please attach a separate sheet of paper, if necessary.



911Restoration.com
24/7 Service 660-707-6405
Water, Fire, Mold

I certify that I have supplied all facts pertaining to this accident and the above information is true and correct to the best of my knowledge.

EMPLOYEE'S SIGNATURE Michael V. Outland DATE 3/16/2021

SECTION III. SUPERVISOR'S REVIEW & COMMENT SECTION

Comments Based on the aforementioned information, I feel that this accident was nonpreventable disciplinary action is warranted.

Was the City Employee injured? If yes, has the Personal Injury Report been completed? Yes No

Was the City Employee wearing his/her seat belt? Yes No

I certify that I have reviewed the above information and it is correct to the best of my knowledge.

In my opinion the accident is: Preventable Non-preventable Undetermined at this time

Supervisor's Signature Jay Coleman
Supervisor's Printed Name Jay Coleman Supervisor's Employee # 96089

SECTION IV. DEPARTMENT HEAD'S REVIEW & COMMENT SECTION

Comments

In my opinion the accident is: Preventable Non-Preventable Undetermined at this time

Department Head's Signature James E. Davis Date 3/19/21

Department Head's Printed Name James E. Davis

Original Copy - Risk Management Division 2d Copy - Department 3d Copy - Timekeeper 4th Copy - Employee

3-22-2021

Copy 3/22/21

PROCESSED
MAR 22 2021
BY Jbp

ORDINANCE AMENDING SECTION 2-62 OF THE JACKSON CODE OF ORDINANCES.

WHEREAS, Section 2-62 of the City of Jackson Code of Ordinances establishes locations and schedules of the Jackson City Council meetings; and

WHEREAS, the current guidelines and requirements establishing locations and schedules of the Jackson City Council meetings, as set forth in Section 2-62 of the City of Jackson Code of Ordinances, is as follows:

- (a) *Place of meetings.* Unless notice to the contrary is given, all meetings of the city council shall be held in the council chamber. Certified, sworn law enforcement officers shall be present at the public entry doors of the council chamber before, during, and after regular and special called meetings of the council to ensure the safety of all in attendance. Attendance of individuals at regular and special called meetings of the council shall be limited to 20 persons, with the exception of council members, as well as members of the administration, members of the office of the clerk of council, and/or city staff.
- (b) *Regular meetings.* Regular meetings of the council shall be held on every other Tuesday. The regular meeting times shall alternate with the first regular city council meeting to be held at 10:00 a.m., with the second regular city council meeting of the month to be held at 6:00 p.m., and the next regular city council meeting to be held at 10:00 a.m. Any additional regular city council meetings in the month shall also follow the alternating time schedule. At 4:00 p.m. on each Monday preceding a regular Tuesday council meeting the council will also hold a planning session to discuss the business to be considered at the following regular Tuesday council meeting. The planning session shall be limited to one and one-half hours.
- (c) *Zoning meetings.* Zoning cases to be considered by the city council shall be heard 42 days after the planning board makes its recommendation to the city council.
- (d) *Special meetings.* Special meetings of the council may be called at any time by the mayor or a majority of the members of the council. A notification of such meeting shall be reduced to writing and posted in a public place in City Hall. When possible, special meetings are to be held on those Mondays that do not precede a regularly scheduled council meeting on Tuesday. Such notice shall include the time, place and general subject matter of such meetings. Members of the council shall be notified in the most expedient manner available, whether in writing or not; provided, however, that where possible the clerk shall give council members 24 hours' notice of such meetings. The 24-hour notice may be waived by the council when the council deems that an adequate notice has been given and when a quorum is present at the special meeting.

Adoption of Ordinance
Agenda Item No. 7
(S.Jordan, Foote)

- (e) *Committee meetings.* Committee meetings may be called at any time by the chair of the committee, upon 48 hours' notice of the same to all council committee members. A notification of such meeting shall be reduced to writing and posted in a public place in city hall.

NOW BE IT ORDAINED BY THE JACKSON CITY COUNCIL that Section 2-62 of the City of Jackson Code of Ordinances shall be amended to establish the locations and schedules for meetings of the Jackson City Council as follows:

(a) *Place of meetings.* Unless notice to the contrary is given, all meetings of the city council shall be held in the council chamber. Certified, sworn law enforcement officers shall be present at the public entry doors of the council chamber before, during, and after regular and special called meetings of the council to ensure the safety of all in attendance. Attendance of individuals at regular and special called meetings of the council shall be limited to 20 persons, with the exception of council members, as well as members of the administration, members of the office of the clerk of council, and/or city staff.

(b) *Regular meetings.* Regular meetings of the council shall be held on every other Tuesday. The regular meeting times shall ~~alternate with the first regular city council meeting to be held at 10:00 a.m., with the second regular city council meeting of the month to be held at 6:00 p.m., and the next regular city council meeting to be held at 10:00 a.m.~~ Any additional regular city council meetings in the month shall also follow the alternating time schedule. At 4:00 p.m. on each Monday preceding a regular Tuesday council meeting, the council will also hold a planning session to discuss the business to be considered at the following regular Tuesday council meeting. The planning session shall be limited to one and one-half hours.

(c) *Zoning meetings.* Zoning cases to be considered by the city council shall be heard 42 days after the planning board makes its recommendation to the city council.

(d) *Special meetings.* Special meetings of the council may be called at any time by the mayor or a majority of the members of the council. A notification of such meeting shall be reduced to writing and posted in a public place in City Hall. When possible, special meetings are to be held on those Mondays that do not precede a regularly scheduled council meeting on Tuesday. Such notice shall include the time, place and general subject matter of such meetings. Members of the council shall be notified in the most expedient manner available, whether in writing or not; provided, however, that where possible the clerk shall give council members 24 hours' notice of such meetings. The 24-hour notice may be waived by the council when the council deems that an adequate notice has been given and when a quorum is present at the special meeting.

(e) *Committee meetings.* Committee meetings may be called at any time by the chair of the committee, upon 48 hours' notice of the same to all council committee members. A

notification of such meeting shall be reduced to writing and posted in a public place in city hall.

(f) Citizens' Agenda Meetings will be held on the last Thursday of each month at 6:00 p.m. in the council chamber. At this time, the city council will entertain public comments unrelated to items found on the regular council agenda, proclamations, special presentations, commendations, and resolutions honoring individuals, businesses, groups, or organizations. The city council may call a Citizens' Agenda Meeting on dates and at times and locations set by a majority of the members of the council. During this Citizens' Agenda Meeting, members of the public may be permitted to give comment or input within the prescribed time limit of three (3) minutes per speaker. Prospective speakers at this special called meeting must register with the clerk of council no later than 12 noon on the business day immediately preceding the special called meeting, and shall provide, in writing, his name, his address, and the number of the agenda item with reference to which he desires to speak. At any Citizens' Agenda Meeting, the city council may take such action as is appropriate under the circumstances on any matter found on the agenda for that meeting. The agenda for the Citizens' Agenda Meeting shall give notice that official action may be taken on matters found on the agenda.

BE IT FURTHER ORDAINED BY THE JACKSON CITY COUNCIL that this Ordinance Amending Section 2-62 of the City of Jackson Code of Ordinances shall become effective in accordance with the provisions of Section 21-13-11 of the Mississippi Code Annotated (1972), as amended.

(JACKSON CITY COUNCIL)

ORDINANCE AMENDING SECTION 2-64 OF THE CITY OF JACKSON CODE OF ORDINANCES FOR THE PURPOSE OF RECONCILING THE ORDER OF BUSINESS OF THE COUNCIL WITH SECTION 2-71(b) AND SECTION 2-71(c) OF THE CITY OF JACKSON CODE OF ORDINANCES.

WHEREAS, Section 2-64 of the City of Jackson Code of Ordinances establishes the order of business for formulating the agenda for meetings of the Jackson City Council; and

WHEREAS, the current order of business set forth in Section 2-64 of the City of Jackson Code of Ordinances is:

- (1) Call to Order
- (2) Invocation
- (3) Pledge of Allegiance
- (4) Public hearings
- (5) Introductions
- (6) Public Comments related to items appearing on the meeting agenda
- (7) Consent agenda
- (8) Introduction of ordinances and resolutions
- (9) Adoption of ordinances and resolutions
- (10) Regular agenda
- (11) Proclamations, special presentations, commendations and resolutions honoring individuals, business group(s) or organizations
- (12) Reports from city council members, mayor or department directors
- (13) Public comments on items unrelated to items appearing on the meeting agenda
- (14) Announcements
- (15) Adjournment

and;

WHEREAS, Section 2-71(b) of the City of Jackson Code of Ordinances states that comments on items related to *items on the agenda* will be received prior to consideration of ordinances, orders, or resolutions; and

WHEREAS, Section 2-71(c) of the City of Jackson Code of Ordinances provides that comments unrelated to items on the agenda will be received *prior to adjournment*; and

WHEREAS, the order of business set forth in Section 2-64 of the Jackson Code of Ordinances distinguishes between public comments on items related to the agenda and items unrelated to the agenda, as well as includes proclamations, special presentations, commendations and resolutions honoring individuals, business group(s) or organizations; and

WHEREAS, it is the desire of the Jackson City Council to remove the following from the current order of business for regular Council meetings, and call special meetings to allow the same: (a) public comments on items unrelated to items appearing on the meeting agenda; and (2) proclamations, special presentations, commendations and resolutions honoring individuals, business group(s) or organizations .

Adoption of Ordinance
Agenda Item No. 8
(S.Jordan, Foote)

NOW BE IT ORDAINED BY THE JACKSON CITY COUNCIL that Section 2-64 of the City of Jackson Code of Ordinances shall be amended to establish the order of business for formulating the agenda for meetings of the Jackson City Council as follows:

- (1) Call to Order
- (2) Invocation
- (3) Pledge of Allegiance
- (4) Public hearings
- (5) Introductions
- (6) Public comments related to items appearing on the meeting agenda
- (7) Consent agenda
- (8) Introduction of ordinances and resolutions
- (9) Adoption of ordinances and resolutions
- (10) Regular agenda
- ~~(11) Proclamations, special presentations, commendations and resolutions honoring individuals, businesses, group(s) or organizations~~
- (12) Reports from city council members, mayor or department directors
- ~~(13) Public comments on items unrelated to items appearing on agenda~~
- (14) Announcements
- (15) Adjournment

BE IT FURTHER ORDAINED BY THE JACKSON CITY COUNCIL that this Ordinance amending Section 2-64 of the City of Jackson Code of Ordinances shall become effective in accordance with the provisions of Section 21-13-11 of the Mississippi Code Annotated (1972), as amended.

(JACKSON CITY COUNCIL)

ORDINANCE AMENDING SECTION 2-71(c) OF THE CITY OF JACKSON CODE OF ORDINANCES.

WHEREAS, Section 2-71(c) of the City of Jackson Code of Ordinances establishes guidelines and requirements regarding speaking limitations, public comments, and council chamber conduct during meetings of the Jackson City Council; and

WHEREAS, the current guidelines and requirements regarding speaking limitations, public comments, and council chamber conduct during meetings, as set forth in Section 2-71 of the City of Jackson Code of Ordinances, is as follows:

- (a) No member of the council shall be permitted to speak more than once on any subject, until all members desiring to speak have spoken. A member may not speak more than five minutes without obtaining the consent of the council, by majority vote.
- (b) Any person desiring to address the council with reference to any item on the agenda for that meeting must register with the city clerk prior to the regular meeting time and shall provide, in writing, his name, his address, and the number of the agenda item with reference to which he desires to speak. When recognized by the president, such person may speak only once with reference to any agenda item and for a portion of the time not to exceed three minutes, unless such period of time is extended by a majority vote of the council. Such public comments will be received prior to the consideration of ordinances, orders, or resolutions.
- (c) Any person desiring to address the council with reference to any matter which is not on the agenda must register with the clerk prior to the regular meeting time and shall provide, in writing, his name, his address, and the subject matter with reference to which he wishes to address the council. When recognized by the president, such person may speak only once with reference to such matter and for a period of time not to exceed three minutes, unless such period of time is extended by a majority of the council. Such public comments will be received by the city council immediately prior to its adjournment and at the conclusion of all other city business.
- (d) Notwithstanding any other provisions, no person shall address the council with reference to any personnel matter during any open meeting of the city council.
- (e) No derogatory remarks concerning councilmembers or anyone present in the council chamber shall be permitted. The president shall suspend irrelevant speaking. A majority of the members of the council have the right to suspend irrelevant speaking at any council meeting.
- (f) Any person making personal, impertinent, or slanderous remarks, or who uses abusive, vulgar, or profane language, or who shall become boisterous while addressing the council shall be forthwith, by the presiding officer or the clerk of council, barred from further audience before the council, unless permission to continue be granted by a majority vote of the council.

Adoption of Ordinance
Agenda Item No. 9
(S.Jordan, Foote)

(g) The usage of cellular phones and paging devices shall be prohibited within the council chambers during council meetings. All such devices within the council chambers shall be placed on silence or vibrator mode during council meetings. The city clerk shall place signs within city hall notifying the public of said rule. Any person violating said rule shall first receive a verbal warning from the presiding officer; upon any additional violations, the presiding officer may bar the person from the remainder of the council meeting for which he is in violation, and the person shall be required to place all cellular phones and paging devices with city hall security prior to entering any city council meeting.

NOW BE IT ORDAINED BY THE JACKSON CITY COUNCIL that Section 2-71 of the City of Jackson Code of Ordinances shall be amended to establish the speaking limitations, public comments, and council chamber conduct for meetings of the Jackson City Council as follows:

(a) No member of the council shall be permitted to speak more than once on any subject, until all members desiring to speak have spoken. A member may not speak more than five minutes without obtaining the consent of the council, by majority vote.

(b) Any person desiring to address the council with reference to any item on the agenda for that meeting must register with the clerk of council no later than 12 noon on the business day immediately preceding the regular or special called meeting, and shall provide, in writing, his name, his address, and the number of the agenda item with reference to which he desires to speak. The number of instances allowed for public comment on an item on the agenda (whether by individuals, organizations, or other entities) during a regular or special called meeting of the Jackson City Council is limited to five (5), whether in-person or virtually. When recognized by the president, such person may speak only once with reference to any agenda item and for a portion of the time not to exceed three minutes, unless such period of time is extended by a majority vote of the council. Such public comments will be received prior to the consideration of ordinances, orders, or resolutions.

(c) Any person desiring to address the council with reference to any matter which is not on the agenda must register with the clerk of council no later than 12 noon on the business day immediately preceding ~~a the regular or special called meeting~~ referred to as a "Citizen Agenda Meeting", to be held on the Thursday after the last Council meeting of the Month, and shall provide, in writing, his name, his address, and the subject matter with reference to which he wishes to address the council. The number of instances allowed for public comment on an item not on the agenda (whether by individuals, organizations, or other entities) during this special called meeting. ~~during a regular or special called meeting of the Jackson City Council is limited to five (5), whether in-person or virtually.~~ When recognized by the president, such person may speak only once with reference to such matter and for a period of time not to exceed three minutes, unless such period of time is extended by a majority of the council. Such public comments will be received by the city council immediately prior to its adjournment and at the conclusion of all other city business.

(d) Notwithstanding any other provisions, no person shall address the council with reference to any personnel matter during any open meeting of the city council.

(e) No derogatory remarks concerning councilmembers or anyone present in the council chamber shall be permitted. The president shall suspend irrelevant speaking. A majority of the members of the council have the right to suspend irrelevant speaking at any council meeting.

(f) Any person making personal, impertinent, or slanderous remarks, derogatory remarks concerning councilmembers or anyone present in the council chambers, or who uses abusive, vulgar, or profane language, or who shall become boisterous while addressing the council shall be forthwith, by the presiding officer or the clerk of council, barred from further audience before the council and/or barred from council chambers, unless permission to continue or stay be granted by a majority vote of the council.

(g) The usage of cellular phones and paging devices shall be prohibited within the council chambers during council meetings. All such devices within the council chambers shall be placed on silence or vibrator mode during council meetings. The city clerk shall place signs within city hall notifying the public of said rule. Any person violating said rule shall first receive a verbal warning from the presiding officer; upon any additional violations, the presiding officer may bar the person from the remainder of the council meeting for which he is in violation, and the person shall be required to place all cellular phones and paging devices with city hall security prior to entering any city council meeting.

BE IT FURTHER ORDAINED BY THE JACKSON CITY COUNCIL that this Ordinance Amending Section 2-71 of the City of Jackson Code of Ordinances shall become effective in accordance with the provisions of Section 21-13-11 of the Mississippi Code Annotated (1972), as amended.

(JACKSON CITY COUNCIL)

ORDER APPROVING CLAIMS APPEARING AT PAGES 63 TO INCLUSIVE THEREON, ON MUNICIPAL 'DOCKET OF CLAIMS' IN THE AMOUNT OF \$2,623,441.96 FOR AND MAKING APPROPRIATION FOR THE PAYMENT THEREOF.

OFFICE OF THE CITY CLERK
11/14/22

Fund	Fund Description	Amount
0001	GENERAL FUND	\$966,155.87
0004	TECHNOLOGY FUND	\$60,807.70
0005	PARKS & RECR. FUND	\$83,219.89
0009	LANDFILL/SANITATION FUND	\$8,859.79
0018	STATE TORT CLAIMS FUND	\$15,040.42
0031	WATER/SEWER OP & MAINT FUND	\$391,264.39
0032	WATER/SEWER CAPITAL IMPR FUND	\$7,895.00
0057	EMPLOYEES GROUP INSURANCE FUND	\$122,876.88
0076	KELLOGG FOUNDATION PROJECT	\$30,899.00
0078	NARCOTICS EVIDENCE ESCROW	\$1,131.60
0081	EARLY CHILDHOOD (DAYCARE)	\$4,898.46
0085	HOUSING COMM DEV ACT (CDBG) FD	\$12,122.28
0120	HOME PROGRAM FUND	\$3.96
0122	H O P W A GRANT - DEPT. OF HUD	\$66,578.47
0187	TRANSPORTATION FUND	\$21,207.69
0213	RESURFACING -REPAIR & REPL. FD	\$485,032.61
0300	P E G ACCESS- PROGRAMMING FUND	\$2,173.43
0340	HUMAN AND CULTURE GRANTS	\$3,046.60
0350	MHC BLIGHT ELIMINATION PROGRAM	\$15,435.00
0382	CDBG COVID CARES	\$5,893.34
0390	ZOOLOGICAL PARK	\$16,927.51
0391	AMERICAN RESCUE PLAN ACT 2021	\$116,621.41
0399	LIBRARY FUND	\$162,250.66
0402	DFA-LAKE HICO AND NORTHGATE	\$23,100.00
		\$2,623,441.96

APPROVED FOR AGENDA	INITIALS	DATE
DEPARTMENT DIRECTOR	<i>S</i>	11.4.22
LEGAL	<i>um</i>	11.4.22
CAO	<i>[Signature]</i>	11/4/22
CFO	<i>[Signature]</i>	11/4/22
MAYOR'S OFFICE	<i>CAL</i>	11/4/22
ITEM # <u>10</u>		
AGENDA DATE <u>11/08/22</u>		
BY: THAMES, LUMUMBA		

A.U.M. 11/4/22
 BEFORE THE CLERK OF THE COURT
 AND MAKING

AGENDA DATE: November 8, 2022

ORDER APPROVING GROSS PAYROLL INCLUDING PAYROLL DEDUCTION CLAIMS NUMBERED 28041 TO AND MAKING APPROPRIATION FOR THE PAYMENT THEREOF.

IT IS HEREBY ORDERED that payroll deduction claims numbered 28041 to inclusive therein, in the Municipal "Docket of Claims", in the aggregate amount of \$99,323.28 plus payroll, are approved for payment and necessary amounts are appropriated from various municipal funds for transfer to the payroll fund for the immediate payment thereof.

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

Fund Description	Amount
0079 PAYROLL FUND	\$99,323.28
	<u>\$99,323.28</u>

APPROVED FOR AGENDA	INITIALS	DATE
DEPARTMENT DIRECTOR	<u>A.U.M.</u>	<u>11.4.22</u>
LEGAL	<u>[Signature]</u>	<u>11/4/22</u>
CAO	<u>[Signature]</u>	<u>11/4/22</u>
CFO	<u>[Signature]</u>	<u>11/4/22</u>
MAYOR'S OFFICE	<u>[Signature]</u>	<u>11/4/22</u>
ITEM # <u>11</u>		
AGENDA DATE <u>11/08/22</u>		
BY: THAMES, LUMUMBA		

ORDER MODIFYING THE CONFIRMATION OF LOUIS WRIGHT TO THE 1% SALES TAX COMMISSION.

WHEREAS, Louis Wright was confirmed to serve as a member of the City of Jackson, Mississippi 1% Sales Tax Commission effective March 1, 2022; and

WHEREAS, after reviewing past confirmations by the City Council of Jackson to the Mississippi 1% Sales Tax Commission, the termination date stated in the March 1, 2022 confirmation of Louis Wright is incorrect; and

WHEREAS, pursuant to Section 27-65-241(7)(c), Mississippi Code of 1972, as amended, all appointments made subsequent to the initial appointment shall be made for five (5) years;

WHEREAS, on August 18, 2014, Gail Lowery Wright, Esq. was appointed to serve an initial two (2) year term on the Mississippi 1% Sales Tax Commission;

WHEREAS, on August 9, 2016, Carrie Johnson, Esq. was appointed to serve until August 18, 2017 on the Mississippi 1% Sales Tax Commission, however due to the expiration of Gail Lowery Wright's initial two (2) year term, the appointment should have been for a five (5) year term;

WHEREAS, on July 18, 2017, Dr. Robert Blaine was appointed to serve until June 30, 2018 on the Mississippi 1% Sales Tax Commission, however due to the expiration of Gail Lowery Wright's initial two (2) year term, the appointment should have been to fill the remainder of Carrie Johnson's five (5) year term;

WHEREAS, on March 1, 2022, Louis Wright was appointed to serve until June 30, 2023 on the Mississippi 1% Sales Tax Commission, however due to the expiration of Dr. Robert Blaine's term prior to the appointment of Louis Wright, the appropriate expiration should be March 1, 2027;

IT IS, THEREFORE, ORDERED that the term of Louis Wright to the 1% Sales Tax Commission shall expire on or about March 1, 2027.

Agenda Item No. 12
11.8.2022
(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

OFFICE OF THE CITY ATTORNEY

This **ORDER MODIFYING THE CONFIRMATION OF LOUIS WRIGHT TO THE 1% SALES TAX COMMISSION** is legally sufficient for placement in NOVUS Agenda.



Catoria Martin, City Attorney

11/2/22
Date

ORDER MODIFYING THE CONFIRMATION OF FIDELIS MALEMBEKA TO THE 1% SALES TAX COMMISSION.

WHEREAS, Fidelis Malembeka was confirmed to serve as a member of the City of Jackson, Mississippi 1% Sales Tax Commission effective March 1, 2022; and

WHEREAS, after reviewing past confirmations by the City Council of Jackson to the Mississippi 1% Sales Tax Commission, the termination date stated in the March 1, 2022 confirmation of Fidelis Malembeka is incorrect; and

WHEREAS, pursuant to Section 27-65-241(7)(c), Mississippi Code of 1972, as amended, all appointments made subsequent to the initial appointment shall be made for five (5) years;

WHEREAS, on August 18, 2014, Kishia Powell was appointed to serve an initial four (4) year term on the Mississippi 1% Sales Tax Commission;

WHEREAS, on August 9, 2016, Judge Frank Sutton was appointed to serve until August 18, 2018 on the Mississippi 1% Sales Tax Commission, this appointment is accurate based on the remaining unexpired initial term of Kishia Powell;

WHEREAS, on December 13, 2016, Jerriot Smash was appointed to serve until December 13, 2018 on the Mississippi 1% Sales Tax Commission, however due to the expiration of Kishia Powell's initial four (4) year term on August 18, 2018, the appointment should have been to fill the remainder of Kishia Powell's initial four (4) year term;

WHEREAS, pursuant to Section 27-65-241(7)(c), Mississippi Code of 1972, as amended, the "hold-over" term of Jerriot Smash ended on or before March 13, 2019, Fidelis Malembeka was appointed to serve until August 18, 2022 on the Mississippi 1% Sales Tax Commission, however due to the expiration of Jerriot Smash's term prior to the appointment of Fidelis Malembeka, the appropriate expiration should be March 1, 2027;

IT IS, THEREFORE, ORDERED that the term of Fidelis Malembeka to the 1% Sales Tax Commission shall expire on or about March 1, 2027.

Agenda Item No. . .
11.8.2022
(Lumumba) 13

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 MODIFYING THE CONFIRMATION OF FIDELIS MALEMBEKA TO THE 1% SALES TAX COMMISSION** is legally sufficient for placement in NOVUS Agenda.



Catoria Martin, City Attorney

11/2/22
Date

OFFICE OF THE CITY ATTORNEY

OFFICE OF THE CITY ATTORNEY
LUMUMBA
11/18/22

ORDER AUTHORIZING THE MAYOR TO EXECUTE AN PROFESSIONAL SERVICE AGREEMENT WITH THE EXPERIENCE PRO SOUND & LIGHTING TO PROVIDE DJ SERVICES DURING THE TECH JXN 2022 CONFERENCE AND FESTIVAL ON NOVEMBER 18, 2022, AND AUTHORIZING PAYMENT IN THE AMOUNT OF ONE THOUSAND FIVE HUNDRED DOLLARS (\$1,500.00)

WHEREAS, Section 21-17-5 of the Mississippi Code vests the care, custody, and control of municipal property and affairs with the municipality; and

WHEREAS, Section 21-17-5 of the Mississippi Code authorizes a municipality to adopt orders concerning municipal affairs, property, and finances that are not inconsistent with the Mississippi Constitution of 1980, the Mississippi Code of 1972, and any other statute or law of the State of Mississippi; and

WHEREAS, the City of Jackson identified its four primary sectors for economic development as technology, education, creativity, and healthcare; and

WHEREAS, the City of Jackson will host TECH JXN, a two-day conference/festival at the Jackson Convention Center on November 17 – 18, 2022, to highlight the City of Jackson’s four primary economic development sectors and to showcase such opportunities within these sectors within the City of Jackson.; and

WHEREAS, the Chief Administrative Office recommends retaining professional services to provide DJ services, from 9 am to 4 pm, at the Jackson Convention Complex on Friday, November 18, 2022 during the TECH JXN 2022 Conference and Festival; and

WHEREAS, the City of Jackson’s Chief Administrative Officer recommends the City of Jackson execute an agreement with Rafe Williams doing business as “The Experience Pro Sound & Lighting” to provide DJ services, from 9 am to 4 pm, at the Jackson Convention Complex on Friday, November 18, 2022 during the TECH JXN 2022 Conference and Festival; and

WHEREAS, the Chief Administrative Office recommends that the City of Jackson execute an agreement with The Experience Pro Sound & Lighting, located at 166 Traviswood Street, Jackson, MS 39212, that will contain the following provisions:

SCOPE OF SERVICES: The Contractor will provide the following described services to the city at the TECH JXN 2022 Conference and Festival, Friday, November 18, 2022, at the Jackson Convention Complex to-wit: The Experience Pro Sound & Lightning will be providing DJ service from 9 am to 4 pm.

CONTRACT TERM: The period of performance of services under this Contract shall be for one day, November 18, 2022.

CONSIDERATION: As consideration for the performance of services of this Contract, Contractor shall be paid a fee not to exceed \$1500 in accordance with the terms of this

Agenda Item No
11.8.2022
(Wright, Lumumba) 14

Contract. It is agreed that in no event shall the total compensation paid to Contractor exceed the specified amount in this paragraph.

APPLICABLE LAW: The 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 the State of Mississippi. The Contractor shall comply with applicable federal, state, and local City of Jackson ordinances, laws, and regulations.

APPROVAL: It is understood that if this Agreement requires approval by the Governing Authority/City Council and this Agreement is not approved by the Governing Authority/City Council, it is void, and no payment shall be made hereunder.

AVAILABILITY OF FUNDS: It is expressly understood and agreed that the obligation of the City of Jackson to proceed under this Agreement is conditioned upon the appropriation of funds by the City Council and the receipt of 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 City of Jackson to provide funds or of the City Council 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 City of Jackson, the City shall have the right upon ten (10) working days written notice to the Contractor to terminate this Agreement without damage, penalty, cost or expenses to the City of any kind whatsoever, other than payment for legal services rendered prior to receiving written notice. The effective date of termination shall be as specified in the notice of termination.

EQUAL OPPORTUNITY: In connection with the performance of work under this contractual Agreement, the Contractor agrees not to discriminate in any manner whatsoever, including, but not limited to, hiring, termination/discharge, promotion/demotion, or other terms and condition of employment against any person otherwise qualified because of race, creed, color, religion, sex, age, national origin, disability, ancestry or political affiliation.

MODIFICATION OR AMENDMENT: Modifications or amendments to this Agreement may be made upon mutual Agreement of the parties, in writing, signed by the parties hereto, and approved as required by the City Council and Mayor.

NON-ASSIGNMENT AND SUBCONTRACTING: The City of Jackson will not be independently obligated or liable under this Agreement to any party other than the Contractor named herein. Said Contractor understands and agrees that it shall not assign, transfer, delegate or subcontract with respect to any of its rights, benefits, obligations,

interests or duties under this Agreement without the prior written consent of the Office of the City Attorney.

NON-WAIVER OF BREACH: No assent, expressed or implied, by the parties hereto to the breach of the conditions of this Agreement shall be deemed or taken to be a waiver of any succeeding breach of the same or any other provision or condition and shall not be construed to be a modification of the terms of the Agreement.

PUBLIC RECORDS: This Agreement, including any accompanying exhibits, attachments, and appendices, is subject to the "Mississippi Public Records Act of 1983," and its exceptions. See Mississippi Code Annotated §§ 25-61-1 *et seq.* and Mississippi Code Annotated § 79-23-1.

REPRESENTATION REGARDING CONTINGENT FEES AND GRATUITIES: The Contractor represents that it has not retained a person to solicit or secure a government contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except as disclosed to the Office of the Mayor and/or City Council. The Contractor represents it has not violated, is not violating, and promises that it will not violate any prohibition of gratuities set forth in the Mississippi Constitution.

SEVERABILITY: It is understood and agreed by the parties hereto that if any part, term, or provision of this Agreement is by the courts or other judicial body held to be illegal or in conflict with any law of the State of Mississippi or Ordinance of the City of Jackson, the validity of the remaining portions or provisions shall not be affected and the obligations of the parties shall be construed in full force as if the Agreement did not contain that particular part, term, or provision held to be invalid.

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

ENTIRE AGREEMENT: This Contract constitutes the entire agreement of the parties with respect to the subject matter contained herein and supersedes or replaces any and all prior negotiations, understandings, and agreements, written or oral, between the parties relating thereto.

WHEREAS, the total cost to the City of Jackson for all services rendered will not exceed \$1500, which will be paid from the *W.K. Kellogg Economic Pathways to Human Dignity* grant project; and

WHEREAS, the City of Jackson's Chief Administrative Officer recommends the City of Jackson enter into an agreement with The Experience Pro Sound & Lighting to provide DJ services from 9 am to 4 pm at the Jackson Convention Complex on Friday, November 18, 2022 during the TECH JXN 2022 Conference and Festival, with the term of this agreement to commence upon execution and to expire on November 18, 2022, not to exceed One Thousand and Five Hundred Dollars and No Cents (\$1500.00).

IT IS HERBY ORDERED that the Mayor be authorized to enter into an agreement with The Experience Pro Sound & Lighting to provide DJ services from 9 am to 4 pm at the Jackson Convention Complex on Friday, November 18, 2022 during the TECH JXN 2022 Conference and Festival, with the term of this agreement to commence upon execution and to expire on November 18, 2022, not to exceed One Thousand and Five Hundred Dollars and No Cents (\$1500.00).

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

DATE: October 11, 2022

POINTS		COMMENTS									
1.	Brief Description/Purpose	ORDER AUTHORIZING THE MAYOR TO EXECUTE AN PROFESSIONAL SERVICE AGREEMENT WITH THE EXPERIENCE PRO SOUND & LIGHTING TO PROVIDE DJ SERVICES DURING THE TECH JXN 2022 CONFERENCE AND FESTIVAL ON NOVEMBER 18, 2022, AND AUTHORIZING PAYMENT IN THE AMOUNT OF ONE THOUSAND FIVE HUNDRED DOLLARS (\$1,500.00)									
2.	Purpose	1.To provide DJ services									
3.	Who will be affected	City of Jackson									
4.	Benefits	Economic Development; Opportunities for citizens, businesses, visitors, prospective investors to observe the vibrant city that Jackson is.									
5.	Schedule (beginning date)	Upon Approval									
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"/>	CAO									
8.	COST	\$1500.00									
9.	Source of Funding ▪ General Fund <input type="checkbox"/> ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input type="checkbox"/>	W.K.Kellogg Foundation Grant number PO131760									
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>

Revised 2-04

City Administrative Office

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

MEMORANDUM

To: Chokwe Antar Lumumba, Mayor

From: Louis Wright, City Administrative Officer

Date: October 11, 2022

Subject: **ORDER AUTHORIZING THE MAYOR TO EXECUTE AN PROFESSIONAL SERVICE AGREEMENT WITH THE EXPERIENCE PRO SOUND & LIGHTING TO PROVIDE DJ SERVICES DURING THE TECH JXN 2022 CONFERENCE AND FESTIVAL ON NOVEMBER 18, 2022, AND AUTHORIZING PAYMENT IN THE AMOUNT OF ONE THOUSAND FIVE HUNDRED DOLLARS (\$1,500.00)**

The attached agenda item which accompanies this memo requests that the City Council authorize the agreement with The Experience Pro Sound & Lighting to provide DJ services from 9 am to 4 pm at the Jackson Convention Complex on Friday, November 18, 2022 during the TECH JXN 2022 Conference and Festival. TECH JXN 2022 Conference and Festival is a two-day conference/festival at the Jackson Convention Complex on November 17 – 18, 2022, to highlight the City of Jackson’s four primary economic development sectors and to showcase such opportunities within these sectors within the City of Jackson. The Experience Pro Sound & Lighting will be paid a total of \$1500.00, and the funds will come be paid from the *W.K. Kellogg Economic Pathways to Human Dignity Building: Occupational Opportunities & Economic Growth*.

PROFESSIONAL ENTERTAINMENT AGREEMENT

This Professional Service Contract ("Contract") is made by and between the CITY OF JACKSON ("City") and Rafe Williams aka DJ Rafe dba The Experience Pro Sound & Lighting, ("Contractor") upon the following terms and conditions, to-wit:

1. **SCOPE OF SERVICES:** The Contractor will provide the following described services to the city at the TECH JXN 2022 Conference and Festival, Friday, November 18, 2022, at the Jackson Convention Complex to-wit: The Experience Pro Sound & Lightning will be providing DJ service from 9 am to 4 pm.
2. **CONTRACT TERM:** The period of performance of services under this Contract shall be for one day, November 18, 2022.
3. **CONSIDERATION:** As consideration for the performance of services of this Contract, Contractor shall be paid a fee not to exceed \$1500 in accordance with the terms of this Contract. It is agreed that in no event shall the total compensation paid to Contractor exceed the specified amount in this paragraph.
4. **APPLICABLE LAW:** The 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 the State of Mississippi. The Contractor shall comply with applicable federal, state, and local City of Jackson ordinances, laws, and regulations.
5. **APPROVAL:** It is understood that if this Agreement requires approval by the Governing Authority/City Council and this Agreement is not approved by the Governing Authority/City Council, it is void, and no payment shall be made hereunder.
6. **AVAILABILITY OF FUNDS:** It is expressly understood and agreed that the obligation of the City of Jackson to proceed under this Agreement is conditioned upon the appropriation of funds by the City Council and the receipt of 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 City of Jackson to provide funds or of the City Council 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 City of Jackson, the City shall have the right upon ten (10) working days written notice to the Contractor to terminate this Agreement without damage, penalty, cost or expenses to the City of any kind whatsoever, other than payment for legal services rendered prior to receiving written notice. The effective date of termination shall be as specified in the notice of termination.
7. **EQUAL OPPORTUNITY:** In connection with the performance of work under this contractual Agreement, the Contractor agrees not to discriminate in any manner whatsoever,

including, but not limited to, hiring, termination/discharge, promotion/demotion, or other terms and condition of employment against any person otherwise qualified because of race, creed, color, religion, sex, age, national origin, disability, ancestry or political affiliation.

8. **MODIFICATION OR AMENDMENT:** Modifications or amendments to this Agreement may be made upon mutual Agreement of the parties, in writing, signed by the parties hereto, and approved as required by the City Council and Mayor.
9. **NON-ASSIGNMENT AND SUBCONTRACTING:** The City of Jackson will not be independently obligated or liable under this Agreement to any party other than the Contractor named herein. Said Contractor understands and agrees that it shall not assign, transfer, delegate or subcontract with respect to any of its rights, benefits, obligations, interests or duties under this Agreement without the prior written consent of the Office of the City Attorney.
10. **NON-WAIVER OF BREACH:** No assent, expressed or implied, by the parties hereto to the breach of the conditions of this Agreement shall be deemed or taken to be a waiver of any succeeding breach of the same or any other provision or condition and shall not be construed to be a modification of the terms of the Agreement.
11. **PUBLIC RECORDS:** This Agreement, including any accompanying exhibits, attachments, and appendices, is subject to the "Mississippi Public Records Act of 1983," and its exceptions. See Mississippi Code Annotated §§ 25-61-1 *et seq.* and Mississippi Code Annotated § 79-23-1.
12. **REPRESENTATION REGARDING CONTINGENT FEES AND GRATUITIES:** The Contractor represents that it has not retained a person to solicit or secure a government contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except as disclosed to the Office of the Mayor and/or City Council. The Contractor represents it has not violated, is not violating, and promises that it will not violate any prohibition of gratuities set forth in the Mississippi Constitution.
13. **SEVERABILITY:** It is understood and agreed by the parties hereto that if any part, term, or provision of this Agreement is by the courts or other judicial body held to be illegal or in conflict with any law of the State of Mississippi or Ordinance of the City of Jackson, the validity of the remaining portions or provisions shall not be affected and the obligations of the parties shall be construed in full force as if the Agreement did not contain that particular part, term, or provision held to be invalid.
14. **TERMINATION:** Any party may terminate this Agreement at any time, with or without cause, by giving written notice to the other parties of such termination and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination. In the event of

such termination, the Contractor shall be entitled to receive just and equitable compensation for any specific services completed in a satisfactory manner prior to the date of termination.

15. **ENTIRE AGREEMENT:** This Contract constitutes the entire agreement of the parties with respect to the subject matter contained herein and supersedes or replaces any and all prior negotiations, understandings, and agreements, written or oral, between the parties relating thereto.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective as of

_____, 2022.

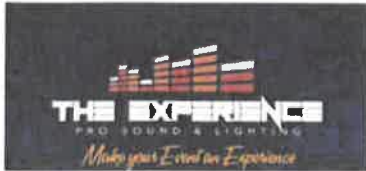
The City of Jackson, Mississippi

By: _____

Mayor Chokwe Antar Lumumba

By: _____

Rafe Williams aka DJ Rafe



The Experience Pro Sound & Lighting

Rafe Williams

166 Traviswood St. Jackson Ms,39212

601-503-6705

Djrafe601@gmail.com

INVOICE

INV0473

DATE

Oct 7, 2022

DUE DATE

Oct 7, 2022

BALANCE DUE

USD \$1,500.00

BILL TO

City of Jackson Department of Planning & Development Office of Economic Development Contact Person

☎ 601-960-1611

☒ 601-502-6906

thoover@city.jackson.ms.us

DESCRIPTION	RATE	QTY	AMOUNT
Dj Service The Experience Pro Sound And Lighting. Will be providing Dj service Friday November 18,2022 for TECH JXN 2022 from 9am to 4pm Total event fee \$1,500.00 Thank you so much for your business.	\$1,500.00	1	\$1,500.00
TOTAL			\$1,500.00
BALANCE DUE			USD \$1,500.00

IT IS HEREBY ORDERED that Public Employees' Retirement System of Mississippi (PERS) donation of computers be accepted.

IT IS FURTHER HEREBY ORDERED that the Mayor shall be authorized to execute this request and perform those acts necessary for acceptance of the donation and the transfer of ownership to the City of Jackson.

Council Member Stokes moved adoption; Vice President Lindsay seconded.

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

ORDER AUTHORIZING THE MAYOR TO ACCEPT A GRANT FROM W. K. KELLOGG FOUNDATION FOR DEVELOPMENT OF THE PROPOSAL ENTITLED EMPLOYMENT PATHWAYS TO HUMAN DIGNITY (EPHD).

WHEREAS, the City of Jackson is building a comprehensive strategy to heal communities in trauma that encompasses four domains: Community Safety, Conflict Resolution, Occupational Opportunity, and Collective Healing and Community Building; and

WHEREAS, the *Employment Pathways to Human Dignity* (EPHD) proposal represents the foundational element to the third domain of the comprehensive plan - Occupational Opportunity, and focuses on delivering training and job connection to City of Jackson residents who are below the poverty line; and

WHEREAS, the City of Jackson seeks to create 5% growth in occupational opportunities to connect poverty level Jacksonians with 8,500 jobs by 2022; and

WHEREAS, the City seeks to create a targeted, stratified framework to increase employment, job creation, employer engagement, and economic growth, allowing citizens to access tools to help them traverse pathways to self-sufficiency; and

WHEREAS, *Economic Pathways to Human Dignity* has four major goals:

1. To connect an underemployed and under-skilled workforce to meaningful employment;
2. To create a bridge for low to mid-skilled workers to move into mid to high-skilled employment;
3. To build pathways for the retention of low Pell recipient college educated workers produced through Jackson's institutions of higher learning;
4. To increase the number of occupational opportunities through intentional employer engagement and economic growth in the sectors of technology, education, creativity, and healthcare; and

WHEREAS, the Kellogg Foundation has awarded the City of Jackson \$1,895,000 over three years to develop the *Employment Pathways to Human Dignity* project.

IT IS, THEREFORE, ORDERED that the Mayor be authorized to accept the grant award from W. K. Kellogg for the development of the *Employment Pathways to Human Dignity* project and execute any and all documents related to the acceptance of said grant award.

Council Member Stokes moved adoption; Vice President Lindsay seconded.

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



One Michigan Avenue East
Battle Creek, MI 49017-4012
MAIN 269.968.1611
FAX 269.968.0413
wkkf.org

June 28, 2022

Jhai Keeton
Deputy Director of Economic Development
City of Jackson
200 S. President St.
Jackson, Mississippi 39205

RE: P-P0131760-2019 (Please refer to this number when writing to the W.K. Kellogg Foundation about this project.)

Dear Jhai Keeton:

The agreement dated April 29, 2019 (“Agreement”), between the W.K. Kellogg Foundation (“Foundation”) and City of Jackson (“Grantee”) is hereby amended as stated below. The purpose of the grant is to increase employment opportunities for low-income families of color through a stratified framework of workforce and economic development, job creation and employer engagement to achieve family economic security and regional prosperity. This letter of amendment (“Amendment”) is based on the amendment request reference number P-P0131760-2019 (“Amendment Request”), submitted to the Foundation via its grantee portal.


This Amendment provides an extension of the Grant Period through September 30, 2023. This amendment does not in any way increase the Foundation’s commitment. As a reminder, reports for the period ending March 31, 2022, are due now. The budget for the remaining Reporting Period of April 1, 2022, through September 30, 2023, will be established after financial reporting has been submitted and approved by the Foundation program officer.

This Amendment may be executed in counterparts, and each counterpart will be deemed an original and all of which taken together will constitute one signed agreement between the parties. Such counterparts may be delivered in electronic format, including by facsimile, email or other transmission method, and such electronic delivery of an executed counterpart signature page to this Amendment shall be as effective as physical delivery of a manually executed counterpart. To the fullest extent permitted by law, any electronic signature to this Amendment shall have the same legal validity and enforceability as a manual signature, and the parties hereby waive any objection thereto. Minor variations in the form of the signature page, including footers from earlier versions of this Amendment, shall be disregarded in determining a party’s intent or the effectiveness of such signature.

This Amendment will be governed by and construed in accordance with the governing laws set forth in the Agreement. All other terms and conditions contained in the Agreement continue to apply for the life of the grant. All capitalized terms used but not defined in this Amendment shall have the meaning given in the Agreement.

If you have any questions about the terms or conditions of this Amendment, please contact Grant Services at (269) 969-2330 or grantservices@wkkf.org. On behalf of the Foundation, I extend every good wish for the continued success of this effort.

Sincerely,

A handwritten signature in black ink, appearing to read "Emily Sheffieck". The signature is written in a cursive, flowing style.

Emily Sheffieck
Grant Analyst

ORDER RATIFYING THE SUBMISSION OF A REQUEST FOR AN EIGHTEEN-MONTH GRANT EXTENSION TO THE W. K. KELLOGG FOUNDATION FOR THE DEVELOPMENT OF THE PROPOSAL ENTITLED EMPLOYMENT PATHWAYS TO HUMAN DIGNITY (EPHD).

WHEREAS, on April 30, 2019, the Jackson City Council authorized the Mayor to accept a \$1,895,000.00 grant from W. K. Kellogg Foundation to be allocated over three years for the development of the proposal entitled EPDH; and

WHEREAS, the City of Jackson is building a comprehensive strategy to heal communities in trauma that encompasses four domains: Community Safety, Conflict Resolution, Occupational Opportunity, and Collective Healing and Community Building; and

WHEREAS, the *Employment to Human Dignity* (EPHD) proposal represents the foundational element to the third domain of the comprehensive plan – Occupational Opportunity, and focuses on delivering training and job connection to City of Jackson residents who are below the poverty line; and

WHEREAS, the City seeks to create a targeted stratified framework to increase employment, job creation, employer engagement, and economic growth, allowing citizens to access tools to help them traverse pathways to self-sufficiency; and

WHEREAS, on March 31, 2022, the City of Jackson submitted a request for an 18-month extension for the implementation of the EPHD grant to increase employment opportunities for low-income families of color through a stratified framework of the workforce and economic development, job creation, and employer engagement to achieve family economic security and regional prosperity; and

WHEREAS, on June 28, 2022, W.K. Kellogg Foundation notified the Deputy Director of Economic Development that the grant period would be extended to September 30, 2023; however, the amendment does not increase the Foundation’s commitment; and

WHEREAS, the remaining budget of \$1,117,293.00 will be utilized to uplift underemployed and under-skilled workforce to meaningful employment, to create a bridge for low to mid-skilled workers to move into mid to high-skilled employment, and to build pathways for the retention of low Pell grant recipient, college-educated workers produced through Jackson’s institutions of higher learning.

IT IS, THEREFORE, ORDERED that the Mayor be authorized to accept the grant extension from the W. K. Kellogg Foundation for the development of the *Employment Pathways to Human Dignity* project and execute any and all documents related to the acceptance of said grant extension.

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

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

Nays – None.

Abstention – Stokes.

Absent – None.

STATEMENT OF VOTES

The foregoing is a true and exact copy of an Order stating the action taken by the City Council at its Special Council Meeting on August 16, 2022. However, upon the completion of the minutes, signed by the Mayor and attested by the City Clerk, a certified attested copy can be provided upon request.

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 PROFESSIONAL SERVICE AGREEMENT WITH THE EXPERIENCE PRO SOUND & LIGHTING TO PROVIDE DJ SERVICES DURING THE TECH JXN 2022 CONFERENCE AND FESTIVAL ON NOVEMBER 18, 2022, AND AUTHORIZING PAYMENT IN THE AMOUNT OF ONE THOUSAND FIVE HUNDRED DOLLARS (\$1,500.00) is legally sufficient for placement in NOVUS Agenda.



Catoria Martin, City Attorney

Kristie Metcalfe, Deputy City Attorney



10/14/20
Date

OFFICE OF THE CITY ATTORNEY
JAMES GILMORE
11/18/22

ORDER AUTHORIZING THE MAYOR TO EXECUTE A PROFESSIONAL SERVICE AGREEMENT WITH KMG FILMS TO PROVIDE VIDEO AND PHOTOGRAPHY SERVICES DURING THE TECH JXN 2022 CONFERENCE AND FESTIVAL ON NOVEMBER 17 - 18, 2022, AND AUTHORIZING PAYMENT IN THE AMOUNT OF FOUR THOUSAND TWO HUNDRED DOLLARS (\$4,200.00)

WHEREAS, Section 21-17-5 of the Mississippi Code vests the care, custody, and control of municipal property and affairs with the municipality; and

WHEREAS, Section 21-17-5 of the Mississippi Code authorizes a municipality to adopt orders concerning municipal affairs, property, and finances that are not inconsistent with the Mississippi Constitution of 1980, the Mississippi Code of 1972, and any other statute or law of the State of Mississippi; and

WHEREAS, the City of Jackson identified its four primary sectors for economic development as technology, education, creativity, and healthcare; and

WHEREAS, the City of Jackson will host TECH JXN, a two-day conference/festival at the Jackson Convention Center on November 17 – 18, 2022, to highlight the City of Jackson’s four primary economic development sectors and to showcase such opportunities within these sectors within the City of Jackson.; and

WHEREAS, the Chief Administrative Office recommends retaining professional services to provide video and photography services at the Jackson Convention Complex on Thursday, November 17, 2022, Friday, November 18, 2022 during the TECH JXN 2022 Conference and Festival; and

WHEREAS, the City of Jackson’s Chief Administrative Officer recommends the City of Jackson execute an agreement with James Gilmore doing business as “KMG Films” to provide video and photography services at the Jackson Convention Complex on Thursday, November 17, 2022, Friday, November 18, 2022 during the TECH JXN 2022 Conference and Festival; and

WHEREAS, the Chief Administrative Office recommends that the City of Jackson execute an agreement with KMG Films, located at 6080 HWY 18, Jackson, MS 39209, that will contain the following provisions:

SCOPE OF SERVICES: The Contractor will provide the following described services to the city at the TECH JXN 2022 Conference and Festival, Thursday, November 17 - Friday, November 18, 2022, at the Jackson Convention Complex to-wit: KMG Films will provide video and photography services.

CONTRACT TERM: The period of performance of services under this Contract shall be for two days, November 17 - 18, 2022.

Agenda Item No.
11.8.2022
(Wright, Lumumba) 15

CONSIDERATION: As consideration for the performance of services of this Contract, Contractor shall be paid a fee not to exceed \$4,200 in accordance with the terms of this Contract. It is agreed that in no event shall the total compensation paid to Contractor exceed the specified amount in this paragraph.

APPLICABLE LAW: The 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 the State of Mississippi. The Contractor shall comply with applicable federal, state, and local City of Jackson ordinances, laws, and regulations.

APPROVAL: It is understood that if this Agreement requires approval by the Governing Authority/City Council and this Agreement is not approved by the Governing Authority/City Council, it is void, and no payment shall be made hereunder.

AVAILABILITY OF FUNDS: It is expressly understood and agreed that the obligation of the City of Jackson to proceed under this Agreement is conditioned upon the appropriation of funds by the City Council and the receipt of 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 City of Jackson to provide funds or of the City Council 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 City of Jackson, the City shall have the right upon ten (10) working days written notice to the Contractor to terminate this Agreement without damage, penalty, cost or expenses to the City of any kind whatsoever, other than payment for legal services rendered prior to receiving written notice. The effective date of termination shall be as specified in the notice of termination.

EQUAL OPPORTUNITY: In connection with the performance of work under this contractual Agreement, the Contractor agrees not to discriminate in any manner whatsoever, including, but not limited to, hiring, termination/discharge, promotion/demotion, or other terms and condition of employment against any person otherwise qualified because of race, creed, color, religion, sex, age, national origin, disability, ancestry or political affiliation.

MODIFICATION OR AMENDMENT: Modifications or amendments to this Agreement may be made upon mutual Agreement of the parties, in writing, signed by the parties hereto, and approved as required by the City Council and Mayor.

NON-ASSIGNMENT AND SUBCONTRACTING: The City of Jackson will not be independently obligated or liable under this Agreement to any party other than the Contractor named herein. Said Contractor understands and agrees that it shall not assign,

transfer, delegate or subcontract with respect to any of its rights, benefits, obligations, interests or duties under this Agreement without the prior written consent of the Office of the City Attorney.

NON-WAIVER OF BREACH: No assent, expressed or implied, by the parties hereto to the breach of the conditions of this Agreement shall be deemed or taken to be a waiver of any succeeding breach of the same or any other provision or condition and shall not be construed to be a modification of the terms of the Agreement.

PUBLIC RECORDS: This Agreement, including any accompanying exhibits, attachments, and appendices, is subject to the "Mississippi Public Records Act of 1983," and its exceptions. See Mississippi Code Annotated §§ 25-61-1 *et seq.* and Mississippi Code Annotated § 79-23-1.

REPRESENTATION REGARDING CONTINGENT FEES AND GRATUITIES: The Contractor represents that it has not retained a person to solicit or secure a government contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except as disclosed to the Office of the Mayor and/or City Council. The Contractor represents it has not violated, is not violating, and promises that it will not violate any prohibition of gratuities set forth in the Mississippi Constitution.

SEVERABILITY: It is understood and agreed by the parties hereto that if any part, term, or provision of this Agreement is by the courts or other judicial body held to be illegal or in conflict with any law of the State of Mississippi or Ordinance of the City of Jackson, the validity of the remaining portions or provisions shall not be affected and the obligations of the parties shall be construed in full force as if the Agreement did not contain that particular part, term, or provision held to be invalid.

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

ENTIRE AGREEMENT: This Contract constitutes the entire agreement of the parties with respect to the subject matter contained herein and supersedes or replaces any and all prior negotiations, understandings, and agreements, written or oral, between the parties relating thereto.

WHEREAS, the total cost to the City of Jackson for all services rendered will not exceed \$4,200, which will be paid from the *W.K. Kellogg Economic Pathways to Human Dignity* grant project; and

WHEREAS, the City of Jackson's Chief Administrative Officer recommends the City of Jackson enter into an agreement with KMG Films to provide video and photography services at the Jackson Convention Complex on Thursday, November 17, 2022 - Friday, November 18, 2022 during the TECH JXN 2022 Conference and Festival, with the term of this agreement to commence upon execution and to expire on November 18, 2022, not to exceed Four Thousand Two Hundred Dollars and No Cents (\$4,200.00).

IT IS HERBY ORDERED that the Mayor be authorized to enter into an agreement with KMG Films to provide video and photography services at the Jackson Convention Complex on Thursday, November 17, 2022 - Friday, November 18, 2022 during the TECH JXN 2022 Conference and Festival, with the term of this agreement to commence upon execution and to expire on November 18, 2022, not to exceed Four Thousand Two Hundred Dollars and No Cents (\$4,200.00).

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

DATE: October 11, 2022

POINTS		COMMENTS	
1.	Brief Description/Purpose	ORDER AUTHORIZING THE MAYOR TO EXECUTE A PROFESSIONAL SERVICE AGREEMENT WITH KMG FILMS TO PROVIDE VIDEO AND PHOTOGRAPHY SERVICES DURING THE TECH JXN 2022 CONFERENCE AND FESTIVAL ON NOVEMBER 17 - 18, 2022, AND AUTHORIZING PAYMENT IN THE AMOUNT OF FOUR THOUSAND TWO HUNDRED DOLLARS (\$4,200.00)	
2.	Purpose	1.To provide video and photography services	
3.	Who will be affected	City of Jackson	
4.	Benefits	Economic Development; Opportunities for citizens, businesses, visitors, prospective investors to observe the vibrant city that Jackson is.	
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"/> 	CAO	
8.	COST	\$4,200.00	
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"/> 	W.K.Kellogg Foundation Grant number PO131760	
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 ___

City Administrative Office

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

MEMORANDUM

To: Chokwe Antar Lumumba, Mayor

From: Louis Wright, City Administrative Officer

Date: October 11, 2022

Subject: **ORDER AUTHORIZING THE MAYOR TO EXECUTE A PROFESSIONAL SERVICE AGREEMENT WITH KMG FILMS TO PROVIDE VIDEO AND PHOTOGRAPHY SERVICES DURING THE TECH JXN 2022 CONFERENCE AND FESTIVAL ON NOVEMBER 17 - 18, 2022, AND AUTHORIZING PAYMENT IN THE AMOUNT OF FOUR THOUSAND TWO HUNDRED DOLLARS (\$4,200.00)**

The attached agenda item which accompanies this memo requests that the City Council authorize the agreement with KMG Films to provide video and photography services at the Jackson Convention Complex on Thursday, November 17, 2022 - Friday, November 18, 2022 during the TECH JXN 2022 Conference and Festival. TECH JXN 2022 Conference and Festival is a two-day conference/festival at the Jackson Convention Complex on November 17 – 18, 2022, to highlight the City of Jackson’s four primary economic development sectors and to showcase such opportunities within these sectors within the City of Jackson. KMG Films will be paid a total of \$4,200.00, and the funds will come be paid from the *W.K. Kellogg Economic Pathways to Human Dignity Building: Occupational Opportunities & Economic Growth*.

PROFESSIONAL ENTERTAINMENT AGREEMENT

This Professional Service Contract ("Contract") is made by and between the CITY OF JACKSON ("City") and James Gilmore dba KMG Films, ("Contractor") upon the following terms and conditions, to-wit:

1. **SCOPE OF SERVICES:** The Contractor will provide the following described services to the city at the TECH JXN 2022 Conference and Festival, Thursday, November 17 - Friday, November 18, 2022, at the Jackson Convention Complex to-wit: KMG Films will provide video and photography services.
2. **CONTRACT TERM:** The period of performance of services under this Contract shall be for two days, November 17 - 18, 2022.
3. **CONSIDERATION:** As consideration for the performance of services of this Contract, Contractor shall be paid a fee not to exceed \$4,200 in accordance with the terms of this Contract. It is agreed that in no event shall the total compensation paid to Contractor exceed the specified amount in this paragraph.
4. **APPLICABLE LAW:** The 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 the State of Mississippi. The Contractor shall comply with applicable federal, state, and local City of Jackson ordinances, laws, and regulations.
5. **APPROVAL:** It is understood that if this Agreement requires approval by the Governing Authority/City Council and this Agreement is not approved by the Governing Authority/City Council, it is void, and no payment shall be made hereunder.
6. **AVAILABILITY OF FUNDS:** It is expressly understood and agreed that the obligation of the City of Jackson to proceed under this Agreement is conditioned upon the appropriation of funds by the City Council and the receipt of 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 City of Jackson to provide funds or of the City Council 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 City of Jackson, the City shall have the right upon ten (10) working days written notice to the Contractor to terminate this Agreement without damage, penalty, cost or expenses to the City of any kind whatsoever, other than payment for legal services rendered prior to receiving written notice. The effective date of termination shall be as specified in the notice of termination.
7. **EQUAL OPPORTUNITY:** In connection with the performance of work under this contractual Agreement, the Contractor agrees not to discriminate in any manner whatsoever,

including, but not limited to, hiring, termination/discharge, promotion/demotion, or other terms and condition of employment against any person otherwise qualified because of race, creed, color, religion, sex, age, national origin, disability, ancestry or political affiliation.

8. **MODIFICATION OR AMENDMENT:** Modifications or amendments to this Agreement may be made upon mutual Agreement of the parties, in writing, signed by the parties hereto, and approved as required by the City Council and Mayor.

9. **NON-ASSIGNMENT AND SUBCONTRACTING:** The City of Jackson will not be independently obligated or liable under this Agreement to any party other than the Contractor named herein. Said Contractor understands and agrees that it shall not assign, transfer, delegate or subcontract with respect to any of its rights, benefits, obligations, interests or duties under this Agreement without the prior written consent of the Office of the City Attorney.

10. **NON-WAIVER OF BREACH:** No assent, expressed or implied, by the parties hereto to the breach of the conditions of this Agreement shall be deemed or taken to be a waiver of any succeeding breach of the same or any other provision or condition and shall not be construed to be a modification of the terms of the Agreement.

11. **PUBLIC RECORDS:** This Agreement, including any accompanying exhibits, attachments, and appendices, is subject to the "Mississippi Public Records Act of 1983," and its exceptions. See Mississippi Code Annotated §§ 25-61-1 *et seq.* and Mississippi Code Annotated § 79-23-1.

12. **REPRESENTATION REGARDING CONTINGENT FEES AND GRATUITIES:** The Contractor represents that it has not retained a person to solicit or secure a government contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except as disclosed to the Office of the Mayor and/or City Council. The Contractor represents it has not violated, is not violating, and promises that it will not violate any prohibition of gratuities set forth in the Mississippi Constitution.

13. **SEVERABILITY:** It is understood and agreed by the parties hereto that if any part, term, or provision of this Agreement is by the courts or other judicial body held to be illegal or in conflict with any law of the State of Mississippi or Ordinance of the City of Jackson, the validity of the remaining portions or provisions shall not be affected and the obligations of the parties shall be construed in full force as if the Agreement did not contain that particular part, term, or provision held to be invalid.

14. **TERMINATION:** Any party may terminate this Agreement at any time, with or without cause, by giving written notice to the other parties of such termination and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination. In the event of

such termination, the Contractor shall be entitled to receive just and equitable compensation for any specific services completed in a satisfactory manner prior to the date of termination.

15. ENTIRE AGREEMENT: This Contract constitutes the entire agreement of the parties with respect to the subject matter contained herein and supersedes or replaces any and all prior negotiations, understandings, and agreements, written or oral, between the parties relating thereto.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective as of

_____, 2022.

The City of Jackson, Mississippi

By: _____

Mayor Chokwe Antar Lumumba

By: _____

James Gilmore



INVOICE

1

James Gimore/KMG Films
6080 Hwy 18
Jackson, MS 39209

Date: Oct 3, 2022

Balance Due: \$4,200.00

Bill To:

City Of Jackson/ Tech Jackson
219 S.PresidentSt
Jackson,MS 39209

Item	Quantity	Rate	Amount
Video & Photography Services 2 Day Event	1	\$4,200.00	\$4,200.00

Subtotal: \$4,200.00

Tax (0%): \$0.00

Total: \$4,200.00

Notes:

The goal is to create a video synopsis and photos of the offerings over the 2-day TECH JXN event

Terms:

Services for TECH JXN 2022 at the Jackson Convention Complex on Thursday, November 17, and Friday, November 18.

IT IS HEREBY ORDERED that Public Employees' Retirement System of Mississippi (PERS) donation of computers be accepted.

IT IS FURTHER HEREBY ORDERED that the Mayor shall be authorized to execute this request and perform those acts necessary for acceptance of the donation and the transfer of ownership to the City of Jackson.

Council Member Stokes moved adoption; Vice President Lindsay seconded.

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

ORDER AUTHORIZING THE MAYOR TO ACCEPT A GRANT FROM W. K. KELLOGG FOUNDATION FOR DEVELOPMENT OF THE PROPOSAL ENTITLED EMPLOYMENT PATHWAYS TO HUMAN DIGNITY (EPHD).

WHEREAS, the City of Jackson is building a comprehensive strategy to heal communities in trauma that encompasses four domains: Community Safety, Conflict Resolution, Occupational Opportunity, and Collective Healing and Community Building; and

WHEREAS, the *Employment Pathways to Human Dignity (EPHD)* proposal represents the foundational element to the third domain of the comprehensive plan - Occupational Opportunity, and focuses on delivering training and job connection to City of Jackson residents who are below the poverty line; and

WHEREAS, the City of Jackson seeks to create 5% growth in occupational opportunities to connect poverty level Jacksonians with 8,500 jobs by 2022; and

WHEREAS, the City seeks to create a targeted stratified framework to increase employment, job creation, employer engagement, and economic growth, allowing citizens to access tools to help them traverse pathways to self-sufficiency; and

WHEREAS, *Economic Pathways to Human Dignity* has four major goals:

1. To connect an underemployed and under-skilled workforce to meaningful employment;
2. To create a bridge for low to mid-skilled workers to move into mid to high-skilled employment;
3. To build pathways for the retention of low Pell recipient college educated workers produced through Jackson's institutions of higher learning;
4. To increase the number of occupational opportunities through intentional employer engagement and economic growth in the sectors of technology, education, creativity, and healthcare; and

WHEREAS, the Kellogg Foundation has awarded the City of Jackson \$1,895,000 over three years to develop the *Employment Pathways to Human Dignity* project.

IT IS, THEREFORE, ORDERED that the Mayor be authorized to accept the grant award from W. K. Kellogg for the development of the *Employment Pathways to Human Dignity* project and execute any and all documents related to the acceptance of said grant award.

Council Member Stokes moved adoption; Vice President Lindsay seconded.

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



A Partner With Communities Where Children Come First

One Michigan Avenue East
Battle Creek, MI 49017-4012
MAIN 269.968.1611
FAX 269.968.0413
wkkf.org

June 28, 2022

Jhai Keeton
Deputy Director of Economic Development
City of Jackson
200 S. President St.
Jackson, Mississippi 39205

RE: P-P0131760-2019 (Please refer to this number when writing to the W.K. Kellogg Foundation about this project.)

Dear Jhai Keeton:

The agreement dated April 29, 2019 ("Agreement"), between the W.K. Kellogg Foundation ("Foundation") and City of Jackson ("Grantee") is hereby amended as stated below. The purpose of the grant is to increase employment opportunities for low-income families of color through a stratified framework of workforce and economic development, job creation and employer engagement to achieve family economic security and regional prosperity. This letter of amendment ("Amendment") is based on the amendment request reference number P-P0131760-2019 ("Amendment Request"), submitted to the Foundation via its grantee portal.

This Amendment provides an extension of the Grant Period through September 30, 2023. This amendment does not in any way increase the Foundation's commitment. As a reminder, reports for the period ending March 31, 2022, are due now. The budget for the remaining Reporting Period of April 1, 2022, through September 30, 2023, will be established after financial reporting has been submitted and approved by the Foundation program officer.

This Amendment may be executed in counterparts, and each counterpart will be deemed an original and all of which taken together will constitute one signed agreement between the parties. Such counterparts may be delivered in electronic format, including by facsimile, email or other transmission method, and such electronic delivery of an executed counterpart signature page to this Amendment shall be as effective as physical delivery of a manually executed counterpart. To the fullest extent permitted by law, any electronic signature to this Amendment shall have the same legal validity and enforceability as a manual signature, and the parties hereby waive any objection thereto. Minor variations in the form of the signature page, including footers from earlier versions of this Amendment, shall be disregarded in determining a party's intent or the effectiveness of such signature.

This Amendment will be governed by and construed in accordance with the governing laws set forth in the Agreement. All other terms and conditions contained in the Agreement continue to apply for the life of the grant. All capitalized terms used but not defined in this Amendment shall have the meaning given in the Agreement.

If you have any questions about the terms or conditions of this Amendment, please contact Grant Services at (269) 969-2330 or grantservices@wkkf.org. On behalf of the Foundation, I extend every good wish for the continued success of this effort.

Sincerely,

A handwritten signature in black ink, appearing to read "Emily Sheffieck". The signature is written in a cursive, flowing style.

Emily Sheffieck
Grant Analyst

ORDER RATIFYING THE SUBMISSION OF A REQUEST FOR AN EIGHTEEN-MONTH GRANT EXTENSION TO THE W. K. KELLOGG FOUNDATION FOR THE DEVELOPMENT OF THE PROPOSAL ENTITLED EMPLOYMENT PATHWAYS TO HUMAN DIGNITY (EPHD).

WHEREAS, on April 30, 2019, the Jackson City Council authorized the Mayor to accept a \$1,895,000.00 grant from W. K. Kellogg Foundation to be allocated over three years for the development of the proposal entitled EPDH; and

WHEREAS, the City of Jackson is building a comprehensive strategy to heal communities in trauma that encompasses four domains: Community Safety, Conflict Resolution, Occupational Opportunity, and Collective Healing and Community Building; and

WHEREAS, the *Employment to Human Dignity* (EPHD) proposal represents the foundational element to the third domain of the comprehensive plan – Occupational Opportunity, and focuses on delivering training and job connection to City of Jackson residents who are below the poverty line; and

WHEREAS, the City seeks to create a targeted stratified framework to increase employment, job creation, employer engagement, and economic growth, allowing citizens to access tools to help them traverse pathways to self-sufficiency; and

WHEREAS, on March 31, 2022, the City of Jackson submitted a request for an 18-month extension for the implementation of the EPHD grant to increase employment opportunities for low-income families of color through a stratified framework of the workforce and economic development, job creation, and employer engagement to achieve family economic security and regional prosperity; and

WHEREAS, on June 28, 2022, W.K. Kellogg Foundation notified the Deputy Director of Economic Development that the grant period would be extended to September 30, 2023; however, the amendment does not increase the Foundation’s commitment; and

WHEREAS, the remaining budget of \$1,117,293.00 will be utilized to uplift underemployed and under-skilled workforce to meaningful employment, to create a bridge for low to mid-skilled workers to move into mid to high-skilled employment, and to build pathways for the retention of low Pell grant recipient, college-educated workers produced through Jackson’s institutions of higher learning.

IT IS, THEREFORE, ORDERED that the Mayor be authorized to accept the grant extension from the W. K. Kellogg Foundation for the development of the *Employment Pathways to Human Dignity* project and execute any and all documents related to the acceptance of said grant extension.

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

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

Nays – None.

Abstention – Stokes.

Absent – None.

STATEMENT OF VOTES

The foregoing is a true and exact copy of an Order stating the action taken by the City Council at its Special Council Meeting on August 16, 2022. However, upon the completion of the minutes, signed by the Mayor and attested by the City Clerk, a certified attested copy can be provided upon request.

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 PROFESSIONAL SERVICE AGREEMENT WITH KMG FILMS TO PROVIDE VIDEO AND PHOTOGRAPHY SERVICES DURING THE TECH JXN 2022 CONFERENCE AND FESTIVAL ON NOVEMBER 17-18, 2022, AND AUTHORIZING PAYMENT IN THE AMOUNT OF FOUR THOUSAND TWO HUNDRED DOLLARS (\$4,200.00) is legally sufficient for placement in NOVUS Agenda.



Catoria Martin, City Attorney

Kristie Metcalfe, Deputy City Attorney 

10/19/22
Date

OFFICE OF THE CITY ATTORNEY

10/19/22

ORDER AUTHORIZING THE MAYOR TO EXECUTE AN EVENT LICENSE AGREEMENT WITH OVG FACILITIES, LLC TO HOST THE TECH JXN 2022 CONFERENCE AND FESTIVAL ON NOVEMBER 17 – 18, 2022, AND AUTHORIZING PAYMENT IN THE AMOUNT OF EIGHTEEN THOUSAND FIVE HUNDRED AND TEN DOLLARS.

OFFICE OF THE CITY ATTORNEY
10/16/22

WHEREAS, Section 21-17-5 of the Mississippi Code vests the care, custody, and control of municipal property and affairs with the municipality; and

WHEREAS, Section 21-17-5 of the Mississippi Code authorizes a municipality to adopt orders concerning municipal affairs, property, and finances that are not inconsistent with the Mississippi Constitution of 1980, the Mississippi Code of 1972, and any other statute or law of the State of Mississippi; and

WHEREAS, the City of Jackson will host a two-day conference/festival at the Jackson Convention Center (“JCC”) on November 17 – 18, 2022, designed to stimulate growth and create an environment of innovation and entrepreneurial opportunities using the strength of its Technology, Education, Creativity, and Healthcare sectors; and

WHEREAS, this event will highlight the City’s current Jackson-based businesses, medical corridor, healthcare organizations, institutions of higher education, and cultural presence by providing a platform for participants to present their purpose in the City and their achievements; and

WHEREAS, the event is free and open to the entire City of Jackson, JPS scholars, senior citizens, members of the working class, business owners, college students, and the community at large; and

WHEREAS, the Chief Administrative Office proposes that the City of Jackson hosts a two-day conference at the JCC to provide space for the execution of sessions and workshops focusing on Technology, Education, Creativity, and Healthcare, a Pitch Competition, and a Film Academy workshops on Thursday, November 17 through Friday, November 18, 2022, from 8 a.m. to 8 p.m.; and

WHEREAS, the Chief Administrative Office recommends that the City of Jackson enter into an Event License Agreement with OVG Facilities, LLC to utilize several rooms within the JCC to host the TECH JXN 2022 Conference and Festival; and

WHEREAS, OVG Facilities, LLC, with its principal office located at 11755 Wilshire Blvd., Suite 900, Los Angeles, California 90025, will not charge the City a fee to use portions of the JCC, but will charge \$8,510.00 for HVAC, set-up, security, and labor costs and \$10,000.00 to cover audio-visual such as screens and projector with a sound system in several rooms; and

WHEREAS, the Event License Agreement contains the following substantive provisions:

Grant of License.

Agenda Item No. 11e
11.8.2022
(Wright, Lumumba)

Licensor hereby licenses to Licensee (the "License") for purposes of the Event and no other purpose the portions of the Complex set forth in Item 3 of the Data Sheet (the "Premises"), and Licensee hereby agrees to present the Event at the Premises on the dates and at the times set forth in Item 2 of the Data Sheet (the "Event").

Revenue Commitment.

- a. The License Fee to be paid by Licensee to Licensor for the License shall be a flat fee equal to the amount set forth in Item 4 of the Data Sheet. Any applicable Minimum Food and Beverage Charge and Minimum Audio/Visual / Décor Charges shall be equal to the amounts set forth in Items 5 and 6 of the Data Sheet. Licensee acknowledges that the total charges set forth in Items 4, 5 and 6 of the Data Sheet are, together, the "Minimum Total Revenue Commitment," and Licensee shall be required to make payments equaling the Minimum Total Revenue Commitment as set forth below.
- b. Licensee acknowledges that the Minimum Total Revenue Commitment is minimum amount, and Licensee may incur additional charges (e.g., incremental food and beverage purchases).
- c. Licensee shall make the payment as set forth in the schedule below. \$18,510.00 is due no later than December 9, 2022, (45 days after receipt of invoice and as set forth in MCA 31-7-305).

No Warranties as to Communicable Diseases.

To the fullest extent permitted by law, Licensor hereby disclaims all warranties, express or implied, with respect to the performance and adequacy of the Complex with respect to the prevention of COVID-19 infections or other communicable diseases during or as a result of the presentation of the Event at the Complex, including but not limited to, any implied warranties of merchantability, fitness for a particular purpose, and best practices with respect to prevention of COVID-19 infections or other communicable diseases.

Force Majeure.

The parties to this Agreement will be excused from the performance of this Agreement in whole or in part by reason of any of the following causes:

- a. When such Event is prevented by operation of law (including, without limitation, any stay-at-home or similar order), in which case either party may terminate this Agreement, effective immediately.
- b. If Licensor reasonably determines that the conduct of the Event may create a potential hazard to health or potential liability, which determination Licensor may make at any time prior to the Event, in which case Licensor may terminate this Agreement, effective immediately.
- c. If the Event does not take place because of the occurrence of a Force Majeure that prevents the performance under this Agreement by Licensor or Licensee of a material obligation under this Agreement. A "Force Majeure" shall include, without limitation, fire, flood, earthquake, epidemic or pandemic, public disaster, COVID-19, terrorist act, strike, labor dispute or unrest, accident, breakdown of electrical or other equipment, black-out, riot, war, insurrection, civil unrest, Act of God (including inclement

weather), any act of any legal or governmental authority, the illness or death of the performer, any breach of the Management Agreement by the City or other act or omission by the City that prevents or hinders the performance of Licensor's obligations hereunder or any other cause beyond the reasonable control of Licensor or Licensee.

- d. In the event performance of the whole Agreement is excused in accordance with (provisions (a) through c) above, Licensee agrees to pay to Licensor all reasonable costs and expenses, including amounts provided for in this Agreement, which have been incurred up to the time further performance is excused. Notwithstanding the above, (x) Licensee may not rely on its own acts or omissions as grounds for delay in its performance, and (y) the absence of immediately available funds shall not be grounds for delay. Further, the parties shall use good faith efforts to reschedule the Event for a later date.
- e. In the event a Force Majeure requires limitations on Complex attendance, Licensee hereby waives any claim for damages or compensation from Licensor in connection with such restrictions.

WHEREAS, the total cost to the City of Jackson for all services rendered will not exceed \$18,510.00, which will be paid from the *W.K. Kellogg Economic Pathways to Human Dignity* grant project; and

WHEREAS, the City of Jackson is authorized to expend grant funds solely for purposes directly tracked to the *W.K. Kellogg Economic Pathways to Human Dignity* grant project.

IT IS. THEREFORE, ORDERED that the Mayor is authorized to enter into an Event License Agreement with OVG Facilities, LLC to host TECH JXN on November 17-18, 2022, to provide space for the execution of sessions and workshops to highlight the City of Jackson's four primary economic sectors and payment is authorized in an amount not to exceed Eighteen Thousand Five Hundred and Ten Dollars and No Cents (\$18,510.00), which is to be paid out the W.K. Kellogg Foundation grant.

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

DATE: September 12, 2022

POINTS		COMMENTS	
1.	Brief Description/Purpose	ORDER AUTHORIZING THE MAYOR TO EXECUTE AN EVENT LICENSE AGREEMENT WITH OVG FACILITIES, LLC TO HOST THE TECH JXN 2022 CONFERENCE AND FESTIVAL NOVEMBER 17 – 18, 2022	
2.	Purpose	1. To lease space for the execution of sessions and workshops focusing on Technology, Education, Creativity, and Healthcare on Thursday, November 17 – Friday, November 18, 2022; host a Pitch Competition on Thursday, November 17 – Friday, November 18, 2022; and provide space for Film Academy workshops on Thursday, November 17 – Friday, November 18, 2022 for TECH JXN 2022	
3.	Who will be affected	City of Jackson	
4.	Benefits	Economic Development; Opportunities for citizens, businesses, visitors, prospective investors to observe the vibrant city that Jackson is.	
5.	Schedule (beginning date)	Upon Approval	
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"/>	CAO	
8.	COST	\$18,510	
9.	Source of Funding ▪ General Fund <input type="checkbox"/> ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input type="checkbox"/>	W.K.Kellogg Foundation Grant number PO131760	
10.	EBO participation	ABE _____ % AABE _____ % WBE _____ % HBE _____ % NABE _____ %	WAIVER yes ___ no ___ N/A <u>X</u> WAIVER yes ___ no ___ N/A <u>X</u> WAIVER yes ___ no ___ N/A <u>X</u> WAIVER yes ___ no ___ N/A <u>X</u> WAIVER yes ___ no ___ N/A <u>X</u>

MEMORANDUM

To: Chokwe Antar Lumumba, Mayor

From: Louis Wright, City Administrative Officer

Date: September 12, 2022

Subject: **ORDER AUTHORIZING THE MAYOR TO EXECUTE AN EVENT LICENSE AGREEMENT WITH OVG FACILITIES, LLC TO HOST THE TECH JXN 2022 CONFERENCE AND FESTIVAL NOVEMBER 17 – 18, 2022**

The attached agenda item which accompanies this memo requests that the City Council authorize an event license agreement with OVG Facilities, LLC to host TECH JXN 2022 Conference and Festival on November 17 – 18, 2022. TECH JXN 2022 is a two-day conference/festival at the Jackson Convention Center, purposed to highlight the City of Jackson's four primary economic development sectors and to showcase such opportunities within these sectors within the City of Jackson. The Jackson Convention Center (JCC) will provide space for the execution of sessions and workshops focusing on Technology, Education, Creativity, and Healthcare, host a Pitch Competition, and provide space for Film Academy workshops on Thursday, November 17 – Friday, November 18, 2022 for the City to utilize all space and rooms within JCC's three floors on Thursday, November 17 – Friday, November 18, 2022 from 8:00 a.m. – 8:00 p.m. OVG Facilities, LLC will be paid a total of \$18,510 to cover HVAC, audio visual, setup, security, and labor costs; and the funds will come be paid from the *W.K. Kellogg Economic Pathways to Human Dignity Building: Occupational Opportunities & Economic Growth*.



EVENT LICENSE AGREEMENT

THIS EVENT LICENSE AGREEMENT, [including any Special Provisions Addendum attached hereto] (this " Agreement") is entered into effective as of _____ by and between OVG Facilities, LLC ("Licensor") and City of Jackson – Tech Jackson ("Licensee").

DATA SHEET

Item Section

- 1. A. Event: City of Jackson – Tech Jackson
- 2. 1 Event Date(s): November 17-18, 2022
- 3. 1 Licensed Premises: See Below

Date	Time Reserved	Function Type	Room	Estimated Attendance	Rental
Thursday, November 17, 2022	7:00am -5:00pm	Meeting	Ballroom A-E	Flow	
	7:00am -5:00pm	Meeting	Exhibit A&B	Flow	
	7:00am -5:00pm	Meeting	Theater	Flow	
	7:00am -5:00pm	Meeting	Meeting Rooms: 201-218	Flow	
	7:00am -5:00pm	Meeting	Gallery	Flow	
	7:00am -5:00pm	Meeting	East Lobby	Flow	
	7:00am -5:00pm	Meeting	Meeting Rooms: 301-304	Flow	
Friday, November 18, 2022	7:00am -5:00pm	Meeting	Ballroom A-E	Flow	
	7:00am -5:00pm	Meeting	Exhibit A&B	Flow	
	7:00am -5:00pm	Meeting	Theater	Flow	
	7:00am -5:00pm	Meeting	Meeting Rooms: 201-218	Flow	
	7:00am -5:00pm	Meeting	Gallery	Flow	
	7:00am -5:00pm	Meeting	East Lobby	Flow	
	7:00am -5:00pm	Meeting	Meeting Rooms: 301-304	Flow	
<i>Rental Discount: COJ Usage:</i>					\$0.00
Total Rental and F&B Minimum excluding taxes administrative fees:					\$0.00

- 4. 2(a) Base License Fee: \$0.00
- 5. 2(a) Minimum Food and Beverage Charge: \$0.00
- 6. 2(a) Estimated Ancillary Expenses:
HVAC / Set-Up/ Security/ Labor Costs - \$8,510.00

Audio Visual Estimate -\$10,000

- Ballroom A-C 2 screens and projector with a sound system.
- Ballroom D-E 2 screens and projector with sound system.
- EHB -2 screens and projector with sound system.
- 201-210 screens need 10 projectors.
- 216-218 screens 3 projectors.
- 301-304 screen and projector in each room.

Estimated Total Revenue Commitment: \$18,510.00

- 7. 8(a) Move-in Time: TBD
- 8. 8(b) Move-out Time: TBD
- 9. 31(g) Notice Address for Licensor: 105 E. Pascagoula Street Jackson, MS 39201
- 10. 31(g) Notice Address for Licensee: 200 S. President Street Jackson, MS 39201

OPERATIONAL MATTERS

5. Delivery of Possession; Surrender

- a. The Premises shall be made available to Licensee at the time and on the date set forth in Item 5 of the Data Sheet ("Move-in Time") for preparatory work by Licensee, complete with such staging requirements as are mutually agreed upon by Licensee and Licensor. Any additional use of the Premises by Licensee beyond that contemplated hereunder shall be subject to mutual agreement of the parties; provided that such use shall be governed by the terms and conditions of this Agreement except as otherwise agreed with respect to costs and fees for such additional usage.
- b. Licensee shall quit and surrender the Premises to Licensor no later than the time and date set forth in Item 6 of the Data Sheet ("Move-out Time"). Upon such quitting and surrender, the Premises shall be in the same condition as at the Move-in Time and in good order, ordinary wear and tear excepted. Licensee shall remove from the Complex all Event property. Without limiting any other remedies available to Licensor, if Licensee fails to quit and surrender the Premises on or before the Move-out Time, Licensee shall reimburse Licensor for all incremental direct labor costs incurred by Licensor as a result thereof. In addition, Licensee shall pay Licensor for any expense incurred by Licensor in removing and/or storing Event property. Nothing in this Section 8(b) shall in any way be construed to limit Licensor's right to recover all actual damages incurred in the event Licensee fails to quit and surrender the Premises on or before the Move-out Time (including without limitation damages incurred if any subsequent scheduled event is delayed or cancelled).
- c. The allocated time for the Event in each applicable portion of the Premises shall be as set forth in Item 2 of the Data Sheet. If the Event continues in excess of such allocated time Licensee shall reimburse Licensor for all incremental direct labor costs incurred by Licensor as a result thereof. Licensee acknowledges that Licensor may charge such incremental amounts as Licensee Expenses.

6. Licensor's Operations during the Event.

- a. Food and Beverage. Licensor or persons designated by Licensor shall be the only parties authorized to provide and sell food, beverages, concessions, and other items or services at the Complex including, without limitation, any catering for Licensee's hospitality.
- b. Parking. Licensor or persons designated by Licensor shall be the only parties authorized to operate parking at the Complex.
- c. Flow of Persons. Licensor or persons designated by Licensor shall be the only parties authorized to determine the flow of persons into, through and out of the Complex and Premises.

7. Additional Licensee Rights and Obligations.

- a. Licensee Representative. Licensee or its duly authorized representative or employee must be present on Premises during the period commencing not later than [one (1) hour] prior to the scheduled start of the Event and ending upon the completion of the Event. Licensee acknowledges that such representative or employee shall have the authority to make all decisions on its behalf regarding the Event. Licensor shall be entitled to rely upon the decisions of Licensee or such representative or employee and shall be entitled to make such decisions itself if Licensee or such representative or employee is not present or fails to render a decision on any appropriate matter.

8. Operational Rights Reserved to Licensor.

- a. Entrances and Exits. The entrances and exits of the Complex shall be locked or unlocked during the Event as Licensor may direct, subject to all applicable laws, rules, regulations and orders of Federal, State, County and Municipal authorities (including, without limitation, the Owner), any lawful direction of public officers, and subject to Licensee's reasonable approval to the extent not in conflict with any such law, rule, regulation or order. Articles, fittings, fixtures, materials and equipment required for the Event shall be brought into or removed from the Complex by Licensee only at entrances and exits, and at such times, as designated by Licensor.
- b. Use by Other Parties. Licensee acknowledges that besides the use of the Premises as contemplated by this Agreement, the Complex and various parts thereof and areas therein may or will be used for the installation, holding or presentation and removal of activities, events and engagements other than the Event and that in order for the Complex to operate as efficiently as practicable it may or will be necessary for the use or availability of services and facilities of the complex, including without limitation, entrances, exits, parking lots, truck ramps, receiving areas, marshalling areas, storage areas, passenger or freight elevators and club and kitchen areas, to be scheduled or shared. Licensee agrees that Licensor shall have full, complete and absolute authority to establish the schedules for the use and availability of such services and facilities and to determine when and to what extent any sharing of any such services and facilities is necessary or desirable provided such schedules do not unreasonably interfere with Licensee's use of the facility, and Licensee agrees to comply with any schedules so established and to cooperate in any sharing arrangements so determined. In no event shall Licensee enter or use any area, service space, or facility of the Complex other than the Premises without first obtaining Licensor's consent and approval.
- c. Ejection. Licensee acknowledges and agrees that Licensor may, within its reasonable discretion, refuse admission to or to cause to be removed from the Complex any person Licensor deems to be dangerous, disruptive, or a hindrance to the proper functioning of the Complex or the Event.

9. Complex Event Advertising and Sponsorship. Licensor retains exclusive rights to (i) all permanent signage and advertising opportunities (including without limitation all fixed and rotating sign panels on scoreboards, vomitories, walls, seats and steps) inside the Complex, (ii) all in-house promotional programming on television monitors and electronic displays in and around the Complex, and (iii) all signage, advertising and promotional opportunities in all other areas of the Complex, whether temporary or permanent (including without limitation in the halls, restaurants, plaza areas and parking lots in and around the Complex). Licensee shall only be entitled to sell or otherwise grant sponsorship or advertising rights with respect to temporary signage and promotional opportunities within the Premises.

LEGAL MATTERS

1. Indemnity. Not Applicable due to State if Mississippi law
2. Insurance. Entity is self-insured
3. Limitation of Liability. Not Applicable due to State if Mississippi law

4. Compliance with Laws.

- a. Licensee shall comply with all applicable rules, orders, regulations or requirements of the applicable fire and police departments (i.e., State of Mississippi, the City) or any other similar body and shall not do or permit anything to be done in or about the Complex or bring or keep anything therein except as permitted by the City or any other authority having jurisdiction over the Complex, Licensor or Licensee.
- b. Any decorating or other work, and all material therefor, done or furnished by Licensee shall be subject to the reasonable approval of Licensor and, if necessary, in Licensor's sole judgment, the approval of the City's Fire Department. All flammable decorations and other materials must be fireproofed. Licensee shall deliver to Licensor, if Licensor so requests, a flameproofing certificate in the form specified or required by and satisfactory to any local government body having jurisdiction with respect thereto.
- c. Licensee agrees that it shall not discriminate against or segregate any person or group of persons on account of race, color, religion, creed, national origin, ancestry, sex, sexual preference/orientation, age, disability, medical condition, acquired immune deficiency syndrome (AIDS) – acquired or perceived retaliation for having filed a discrimination complaint, or marital status in the use, occupancy, tenure or enjoyment of the Premises, nor shall Licensee, or any person claiming under or through Licensee establish or permit any such practice or practices of discrimination or segregation.

10. No Warranties as to Communicable Diseases. To the fullest extent permitted by law, Licensor hereby disclaims all warranties, express or implied, with respect to the performance and adequacy of the Complex with respect to the prevention of COVID-19 infections or other communicable diseases during or as a result of the presentation of the Event at the Complex, including but not limited to, any implied warranties of merchantability, fitness for a particular purpose, and best practices with respect to prevention of COVID-19 infections or other communicable diseases.

11. Labor Agreements. Licensee shall not perform any work or employ any personnel in connection with the Event except if such work or employment conforms to labor agreements to which Licensor or its contractors are a party or which control labor activities at the Complex. At Licensee's request, Licensor will advise Licensee of pertinent provisions of such labor agreements. Licensor may, at its option, deny access to the Complex to any person whose admittance to the Complex could result in a violation of any such labor agreement.

12. Subordination. The provisions of this Agreement and Licensee's right to the use of the Complex hereunder are hereby made subject and subordinate to the terms and conditions of the Management Agreement and any other current or future lease, mortgage, deed of trust or any other encumbrance granted by Licensor or under which Licensor or its affiliates may be operating the Complex. If Licensor's right to operate the Complex expires or is terminated, according to the terms of such Management Agreement, current or future lease, mortgage, deed of trust or other encumbrance, with or without fault on Licensor's part, or if Licensor's lessor, mortgagor, trustee or beneficiary under such current or future lease, mortgage, deed of trust, or creditor under any other encumbrance prevents the performance of this Agreement, Licensor shall not be liable to Licensee in any way.

13. Force Majeure. The parties to this Agreement will be excused from the performance of this Agreement in whole or in part by reason of any of the following causes:

- a. When such Event is prevented by operation of law (including, without limitation, any stay-at-home or similar order), in which case either party may terminate this Agreement, effective immediately.



EVENT LICENSE AGREEMENT RECITALS

A. Licensee is the owner and operator of the production described in Item 1 of the Data Sheet (the "Event").

B. Capital City Convention Complex Commission is the owner ("Owner") of that certain convention center complex ("Complex") located in Jackson, Mississippi. Pursuant to that certain Management Agreement, dated October 1, 2020 (as may be amended from time to time, the "Management Agreement"), by and between Owner and Licensor, Licensor provides management services, including, without limitation, booking services, for the Complex on behalf of the Owner.

C. Licensee has determined that all or a portion of the Complex is suitable for hosting the Event, and Licensee desires to host the Event at the Complex.

AGREEMENT

In consideration of the mutual covenants and agreements contained herein, Licensee and Licensor agree as follows:

1. Grant of License. Licensor hereby licenses to Licensee (the "License") for purposes of the Event and no other purpose the portions of the Complex set forth in Item 3 of the Data Sheet (the "Premises"), and Licensee hereby agrees to present the Event at the Premises on the dates and at the times set forth in Item 2 of the Data Sheet (the "Event").

FINANCIAL MATTERS

2. Revenue Commitment.

- a. The License Fee to be paid by Licensee to Licensor for the License shall be a flat fee equal to the amount set forth in Item 4 of the Data Sheet. Any applicable Minimum Food and Beverage Charge and Minimum Audio/Visual / Décor Charges shall be equal to the amounts set forth in Items 5 and 6 of the Data Sheet
Licensee acknowledges that the total charges set forth in Items 4, 5 and 6 of the Data Sheet are, together, the "Minimum Total Revenue Commitment," and Licensee shall be required to make payments equaling the Minimum Total Revenue Commitment as set forth below.
- b. Licensee acknowledges that the Minimum Total Revenue Commitment is a minimum amount, and Licensee may incur additional charges (e.g., incremental food and beverage purchases).
- c. Licensee shall make the payment as set forth in the schedule below.
\$18,510.00 is due no later than December 9, 2022 (45 days after receipt of invoice and as set forth in MCA 31-7-305).

3. No Refund for Failure to Present Event. If Licensee shall for any reason fail to occupy or use the Premises as provided herein (for reasons other than a breach by Licensor of its obligations hereunder), no refund shall be made of any amounts paid by Licensee to Licensor hereunder, and any amounts payable by Licensee to Licensor thereafter shall be paid within 45 days following Licensor's demand therefor.



- b. If Licensor reasonably determines that the conduct of the Event may create a potential hazard to health or potential liability, which determination Licensor may make at any time prior to the Event, in which case Licensor may terminate this Agreement, effective immediately.
- c. If the Event does not take place because of the occurrence of a Force Majeure that prevents the performance under this Agreement by Licensor or Licensee of a material obligation under this Agreement. A "Force Majeure" shall include, without limitation, fire, flood, earthquake, epidemic or pandemic, public disaster, COVID-19, terrorist act, strike, labor dispute or unrest, accident, breakdown of electrical or other equipment, black-out, riot, war, insurrection, civil unrest, Act of God (including inclement weather), any act of any legal or governmental authority, the illness or death of the performer, any breach of the Management Agreement by the City or other act or omission by the City that prevents or hinders the performance of Licensor's obligations hereunder or any other cause beyond the reasonable control of Licensor or Licensee.
- d. In the event performance of the whole Agreement is excused in accordance with (provisions (a) through c) above, Licensee agrees to pay to Licensor all reasonable costs and expenses, including amounts provided for in this Agreement, which have been incurred up to the time further performance is excused.
Notwithstanding the above, (x) Licensee may not rely on its own acts or omissions as grounds for delay in its performance, and (y) the absence of immediately available funds shall not be grounds for delay. Further, the parties shall use good faith efforts to reschedule the Event for a later date.
- e. In the event a Force Majeure requires limitations on Complex attendance, Licensee hereby waives any claim for damages or compensation from Licensor in connection with such restrictions.

IN WITNESS WHEREOF, Licensee and Licensor executed this Event License Agreement on the date first above written.

LICENSEE:

LICENSOR:

City of Jackson -Tech Jackson 200 S. President Street Jackson, MS 39205 601.960.1746	Jackson Convention Complex -- OVG 105 E. Pascagoula St. 39207 601-960-2321
Authorized Signature:	Authorized Signature:
BY:	BY:
TITLE:	TITLE: Director of Sales
DATE:	DATE:

Business Services

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 [User Login \(https://corp.sos.ms.gov/corp/portal/c/page/login/portal.aspx\)](https://corp.sos.ms.gov/corp/portal/c/page/login/portal.aspx) |
 [Filing Fees \(https://www.sos.ms.gov/content/documents/Business/FeeSchedule.pdf\)](https://www.sos.ms.gov/content/documents/Business/FeeSchedule.pdf)

Business Search

Business Name	Business ID	Officer Name	Registered Agent
Search Criteria <input checked="" type="radio"/> Starting With <input type="radio"/> All Words <input type="radio"/> Any Words <input type="radio"/> Exact Match			
Business Name: OVG Facilities			
Name History Name: OVG Facilities, LLC Search Sub-Type: Starting With Search Firm Date: 09/18/2022 Results Count: 1			
Business Information Business Type: Limited Liability Company Business ID: 1239428 Effective Date: 10/01/2020 State of Incorporation: Mississippi Principal Office Address: 11755 WILSHIRE BLVD., SUITE 900 LOS ANGELES, CA 90025			

Business Name Search Results

Business Name (#)	Business ID (#)	Business Type	Create Date (#)	(#)
OVG Facilities, LLC	1239428	Limited Liability Company	10/01/2020	1

Registered Agent

Name
 NATIONAL REGISTERED AGENTS INC (portal.aspx?searchby=agent&agentName=NATIONAL REGISTERED AGENTS INC)
 622 Grand East Drive, Suite 101
 Flowood, MS 39232

Officer/Executives

Name
 OAK LEONARD (portal.aspx?searchby=officer&officerName=Oak Leonard)
 View Group (LLC)
 11755 WILSHIRE BLVD., SUITE 900
 LOS ANGELES, CA 90025

1 - 1 of 1 items 2/1



IT'S ALL ABOUT BUSINESS, Y'ALL!

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One Michigan Avenue East
Battle Creek, MI 49017-4012

MAIN 269.968.1611
FAX 269.968.0413

wkcf.org

April 29, 2019

Dr. Robert Blaine
Chief Administrative Officer
City of Jackson
206 S President St.
Jackson, MS 39205

RE: P0131760 (Please refer to this P number in ALL correspondence/reports)

Dear Dr. Blaine:

The W.K. Kellogg Foundation ("Foundation") is pleased to award the City of Jackson ("Grantee") a grant in the amount of \$1,895,000 for the Grant Period of April 1, 2019, through March 31, 2022, to increase employment opportunities for low-income families of color through a stratified framework of workforce and economic development, job creation and employer engagement to achieve family economic security and regional prosperity. Grant funds shall be used solely as specified in the proposal submitted on April 22, 2019, which is incorporated herein by reference (the "Project") and in accordance with the following terms and conditions of this Grant Agreement ("Agreement").

- Budget, Reporting Period(s) and Expenditures:** Grant funds shall be used solely for the purpose of the Project and only as indicated in the approved line-item budget submitted by Grantee as specified below. Grantee must obtain advance written approval from the Foundation program officer for disbursements substantially deviating from this budget. Expenses directly tracked to the grant are allowed. The Personnel budget category should include only salaries, benefits and payroll taxes for individuals working directly on the Project. Expenses charged to the Personnel budget category must be based on actual time spent working directly on the Project and shall be tracked through the use of time sheets or time studies. In limited circumstances, indirect costs are permitted and require preapproval from your Foundation program officer. Indirect costs are expenditures for activities or services that are not directly tracked to the Project, but rather are an allocation or percentage of organization-wide expenses. If approved, indirect costs shall not exceed 15 percent of the total grant amount (excluding indirect costs). Indirect costs exceeding this percentage or not preapproved by your Foundation program officer may be disallowed. Expenses must be incurred against the budget and during the approved timeline of reporting [hereinafter incorporated by reference as "Reporting Period(s)"] as follows:

	4/1/19-3/31/20	4/1/20-3/31/21	4/1/21-3/31/22	Total
Personnel	\$140,000	\$460,000	\$460,000	\$1,060,000
Contractual Services	\$ 25,000	\$ 5,000	\$ 0	\$ 30,000
Evaluation	\$ 50,000	\$ 50,000	\$ 50,000	\$ 150,000
Meetings & Conferences	\$110,000	\$130,000	\$115,000	\$ 355,000
Travel	\$ 15,000	\$ 15,000	\$ 15,000	\$ 45,000

Sub-grants to partner CBOs	\$ 0	\$120,000	\$120,000	\$ 240,000
Indirect Costs - Office Supplies	\$ 5,000	\$ 5,000	\$ 5,000	\$ 15,000
Grand Total	\$345,000	\$785,000	\$765,000	\$1,895,000

2. **Payment:** Upon receipt of Grantee's signed acceptance of this Agreement, payment of \$345,000 will be made to Grantee. Successive payments are contingent upon receipt and approval of reports, as defined in the Reporting section, which demonstrate to the Foundation satisfactory progress of the stated objectives of the Project. The Foundation reserves the right to change or adjust the payment schedule of the grant at any time and will inform Grantee of such change.
3. **No Earmarking:** Beyond the rights and obligations specifically stated in this Agreement, the Foundation disclaims any right to control or otherwise influence Grantee's use of these funds. Accordingly, the Foundation will not engage in earmarking any funds under this Agreement.
4. **Subgranting:** Subgranting occurs when Grantee provides Foundation funds in the form of a grant to one or more organizations that are selected by the Grantee. The Foundation retains no rights to select or veto ultimate recipients. Financial reporting on subgrants must be done on a cash basis.
5. **Accounting and Audit:** Grantee must maintain a separate accounting for this grant. This should be accomplished through the establishment of a separate general ledger account, fund or cost center. Grantee is encouraged to use all interest earned on grant funds to further the Project; however, a formal accounting of such income is not required. Grantee shall (i) maintain complete and accurate separate accounting, detailing receipts and expenditures made under the grant, and (ii) retain these records during the Grant Period and continuing at least four (4) years after receipt and acceptance of the final report. During this time, Grantee shall make such records available to the Foundation (or its designated representatives) for inspection or audit at the Foundation's expense and on reasonable notice to Grantee. The Foundation may also, at its expense and on reasonable notice to Grantee, monitor and evaluate operations under this grant, including on-site visits to observe Grantee's procedures and talk with Grantee's personnel.
6. **Reporting:** Within 45 days following the end of each Reporting Period, the Grantee will furnish to the Foundation program officer a report. The report will contain (i) a narrative report of what was accomplished by expenditure of the grant funds, (ii) an evaluation report and (iii) a financial statement reporting expenditures according to the approved grant budget. This reporting should be done using consistent accounting practices (cash or accrual) and should be certified only by an agent of the Grantee authorized to submit financial accounting on behalf of the Grantee. Failure to submit timely reports will result in delay in processing any subsequent payments to Grantee. A final report (which includes a narrative report and a financial statement of expenditures) is to be provided to the Foundation no later than three (3) months after the close of the final Reporting Period. Any unexpended funds remaining at the end of the final Reporting Period must be immediately returned to the Foundation, unless an extension has been approved in writing by the Foundation. Grantee agrees to provide the Foundation, upon request, a copy of all information relating to the results, findings or methods developed under the grant.
7. **Evaluation:** Evaluation is an essential integrated part of the Foundation's grantmaking, as we view evaluation as an important tool to track impact and to generate learning. For that, the Foundation supports Grantee's evaluation efforts to strengthen and/or build its internal organizational capacity to produce and use data and knowledge in advancing its work. The Foundation recommends that

Grantee consider developing an evaluation plan as a best practice so the evaluation activities and the reports will be guided by the plan. The evaluation reports created regarding the Project are to be submitted by the Grantee, in electronic format, along with Grantee's narrative and financial reports at the end of each Reporting Period.

8. **Legal and Tax Requirements:** Grantee represents and warrants to the Foundation that:
- A. Grantee is an organization in good standing, is either a governmental unit or an organization described in Section 501(c)(3) of the U.S. Internal Revenue Code ("Code"), and is not a "private foundation" within the meaning of Section 509(a) of the Code. Grantee will notify the Foundation immediately of any change in its tax status.
 - B. Grant funds may be expended only for charitable, educational, literary or scientific purposes. In no event will Grantee use grant funds or any income earned thereon:
 - a) To carry on propaganda or otherwise to attempt to influence legislation (within the meaning of Section 4945(d)(1) of the Code).
 - b) To influence the outcome of any specific public election or to carry on, directly or indirectly, any voter registration drive (within the meaning of Section 4945(d)(2) of the Code).
 - c) To make grants to individuals or to other organizations for travel, study or similar purpose that do not comply with the requirements of Section 4945(d)(3) or (4) of the Code.
 - d) To undertake any activity other than for a charitable, educational, literary or scientific purpose specified in Section 170(c)(2)(B) of the Code.
 - C. Grantee agrees that any subgrant utilizing funds from this grant must only be made to a governmental unit or an organization described in Section 501(c)(3) of the Code and which is not a "private foundation" within the meaning of Section 509(a) of the Code.
 - D. No part of the grant can inure to the benefit of any private person or entity in violation of Section 501(c)(3) and 4941 of the Code, including, but not limited to, any Foundation trustee, officer, employee, or his/her spouse, children, grandchildren, and great grandchildren or their respective spouses for any purpose.
 - E. Any payments made to or on behalf of any United States government official (federal, state, or local) in connection with this grant shall be limited to actual transportation costs solely within the United States plus an amount for related expenses (hotel, meals, etc.) at a rate not exceeding the standard per diem rate established by the U.S. General Services Administration.
 - F. Grantee is permitted under all applicable laws, ordinances, rules, and policies, including those concerning government ethics, to conduct the Project under the terms and conditions of this Agreement and to accept and use resources from the Foundation for such purposes.
 - G. Grantee agrees to conduct the Project in a manner that complies with all applicable laws, ordinances, rules, and policies.
 - H. Grantee has obtained all necessary approvals from State and City attorneys, ethics bodies, and other authorities necessary to ensure that it may conduct the Project under the terms and conditions of this Agreement and accept and use resources from the Foundation for such purposes.

1. Communications between the Foundation and Grantee that are related to this Agreement or that are related to the Project do not constitute lobbying within the meaning of Mississippi Code. Annotated § 5-8-1.
9. **Patriot Act Compliance:** Grantee certifies that Foundation funds will be used in compliance with all applicable anti-terrorist financing and asset control laws, regulations, rules and executive orders including, but not limited to, the USA Patriot Act of 2001 and Executive Order No. 13224. Furthermore, Grantee agrees to ensure that any Foundation funds, either directly or through a subgrant, will not be disbursed to any organization or individual listed on the United States Government's Terrorist Exclusion List or the Office of Foreign Assets Control (OFAC) Specially Designated Nationals & Blocked Persons List. In addition, Grantee takes reasonable steps to ensure that its board, staff and subgrantees have no dealings whatsoever with known terrorist organizations.
10. **Ownership and Royalties:** Grantee and/or its subgrantee(s) will own all right, title and interest in and to all intellectual property, inventions, work products and works of authorship, including but not limited to literary and artistic works, products, materials, information and computer software, created or developed as a result of this grant (the "Developed Materials"). Grantee hereby grants to the Foundation, and shall ensure that each subgrantee grants to the Foundation, a perpetual, irrevocable, worldwide, royalty-free, non-exclusive right and license, with the right to grant sublicenses, to use, publish, distribute, display, perform, reproduce, copy, modify and prepare derivative works based upon the Developed Materials for non-commercial purposes. Grantee shall provide and cause each subgrantee to provide to the Foundation such further instruments as the Foundation may request to evidence, establish, maintain, or protect the Foundation's license rights. Any moneys realized by the Grantee or any subgrantee from sales or licenses of the intellectual property created or developed from this grant must be utilized exclusively for educational and charitable purposes and shall not inure to the personal benefit of any individual or noncharitable entity.
11. **Termination/Repayment of Grant Funds:** The Foundation reserves the right to discontinue funding and terminate the grant at any time if the Foundation determines, in its sole discretion, that: (i) it is not satisfied with the progress of the grant or the content of any written report, (ii) grant funds are not being used by Grantee or any subgrantee in an effective and efficient manner to further the grant's purpose or (iii) Grantee or any subgrantee has otherwise failed to comply with the terms of this Agreement. In the event the Foundation makes any such determination, the Foundation shall have the right to (i) discontinue any further payments to Grantee (under this or any other agreement the Foundation may have with Grantee), (ii) direct Grantee to repay to the Foundation any grant funds not used in accordance with this agreement and (iii) set-off any funds owing to the Foundation by Grantee under this agreement against funds the Foundation may owe Grantee under any other agreement.
12. **Release and Indemnity:** To the fullest extent permitted by law, Grantee shall release, indemnify, defend and hold harmless the Foundation and its directors, officers, trustees, employees, representatives and agents from and against any and all claims, demands, suits, damages, liabilities, injuries (personal or bodily), property damage, causes of action, losses, judgments, costs, expenses and penalties, including, without limitation, court costs and attorney's fees, arising out of (directly or indirectly) or related in any way to the negligent or wrongful acts or omissions of Grantee or any Grantee director, officer, employee, subgrantee, contractor or agent in connection with this

grant or Project, except to the extent resulting from the negligent or wrongful acts or omissions of the Foundation.

13. **Equal Opportunity:** The Foundation gives high priority to the realization of equality of opportunity for all members of society and strongly encourages diversity by the Grantee in all aspects of the Project and throughout all levels of the organization.
14. **Assignment Clause:** This Agreement, or any of the rights, obligations or funds awarded under this Agreement, may not be assigned without the Foundation's prior written consent. An assignment includes (i) any transfer of the Project; (ii) an assignment by operation of law, including a merger or consolidation; or (iii) the sale or transfer of all or substantially all of Grantee's assets.
15. **Use of Logo/Letterhead/Copyright:** The name, logo, letterhead or any item copyrighted by the Foundation may not be used by Grantee or any subgrantee without the written permission from the Foundation's communications department.
16. **Governing Law and Compliance:** This Agreement will be governed by and construed in accordance with the laws of the state of Michigan, with jurisdiction in the State and Federal Courts of Michigan. Grantee and all subgrantees will comply with all applicable local, state and federal laws and regulations.
17. **Entire Agreement, Severability and Amendment:** This Agreement contains the entire agreement between the Foundation and the Grantee relating to the subject matter hereof and supersedes all prior and contemporaneous negotiations, correspondence, understandings and agreements between the parties relating to the subject matter hereof. This Agreement may be modified or amended only by mutual written consent of the parties. In the event of any conflicting terms between this Agreement and the Project, this Agreement will supersede and govern. The Foundation's waiver or failure to enforce the terms and conditions of this Agreement in one instance shall not constitute a waiver of its rights hereunder with respect to other violations of this Agreement.
18. **Grantee Contact Information:** Grantee has indicated the following individuals hold key roles for this Project. Grantee shall provide written notification to the Foundation of any changes:

Legal Designee: Robert Blaine, Chief Administrative Officer

Financial Designee: Wanda Horton, Director of Finance

Project Director: Robert Blaine, Chief Administrative Officer

19. **Foundation Contact Information:** Your Foundation contact information for this grant is as follows:

Program Officer: Paula R. Sammons, PRS@wkkf.org

Grant Support: Robyn Villanueva Keller, robyn.keller@wkkf.org, (269) 969-2661

If you have any questions about the terms or conditions of this Agreement, please contact Kristin Duffy directly at (269) 969-2095 or kristin.duffy@wkkf.org. On behalf of the Foundation, I extend every good wish for the success of this effort.

Sincerely,

DocuSigned by:
Ann C. Sherzer
DTA999125512456
Ann C. Sherzer

Grants & Contracts Sr. Manager/Staff Attorney

As an authorized representative of the City of Jackson, Robert Blaine, Chief Administrative Officer, agrees to the terms and conditions of this Agreement.

Signature of Grantee:

DocuSigned by:
Robert Blaine
4/29/2019
Robert Blaine



W.K.
KELLOGG
FOUNDATION

A Partner With Communities Where Children Come First

One Michigan Avenue East
Battle Creek, MI 49017-4012

MAIN 269.968.1611

FAX 269.968.0413

wkkf.org

June 28, 2022

Jhai Keeton
Deputy Director of Economic Development
City of Jackson
200 S. President St.
Jackson, Mississippi 39205

RE: P-P0131760-2019 (Please refer to this number when writing to the W.K. Kellogg Foundation about this project.)

Dear Jhai Keeton:

The agreement dated April 29, 2019 ("Agreement"), between the W.K. Kellogg Foundation ("Foundation") and City of Jackson ("Grantee") is hereby amended as stated below. The purpose of the grant is to increase employment opportunities for low-income families of color through a stratified framework of workforce and economic development, job creation and employer engagement to achieve family economic security and regional prosperity. This letter of amendment ("Amendment") is based on the amendment request reference number P-P0131760-2019 ("Amendment Request"), submitted to the Foundation via its grantee portal.

This Amendment provides an extension of the Grant Period through September 30, 2023. This amendment does not in any way increase the Foundation's commitment. As a reminder, reports for the period ending March 31, 2022, are due now. The budget for the remaining Reporting Period of April 1, 2022, through September 30, 2023, will be established after financial reporting has been submitted and approved by the Foundation program officer.

This Amendment may be executed in counterparts, and each counterpart will be deemed an original and all of which taken together will constitute one signed agreement between the parties. Such counterparts may be delivered in electronic format, including by facsimile, email or other transmission method, and such electronic delivery of an executed counterpart signature page to this Amendment shall be as effective as physical delivery of a manually executed counterpart. To the fullest extent permitted by law, any electronic signature to this Amendment shall have the same legal validity and enforceability as a manual signature, and the parties hereby waive any objection thereto. Minor variations in the form of the signature page, including footers from earlier versions of this Amendment, shall be disregarded in determining a party's intent or the effectiveness of such signature.

This Amendment will be governed by and construed in accordance with the governing laws set forth in the Agreement. All other terms and conditions contained in the Agreement continue to apply for the life of the grant. All capitalized terms used but not defined in this Amendment shall have the meaning given in the Agreement.

If you have any questions about the terms or conditions of this Amendment, please contact Grant Services at (269) 969-2330 or grantservices@wkkf.org. On behalf of the Foundation, I extend every good wish for the continued success of this effort.

Sincerely,



Emily Sheffieck
Grant Analyst

Office of the City Attorney

455 East Capitol Street
Post Office Box 2779
Jackson, Mississippi 39207-2779
Telephone: (601) 960-1799
Facsimile: (601) 960-1750

OFFICE OF THE CITY ATTORNEY

This **ORDER AUTHORIZING THE MAYOR TO EXECUTE AN EVENT LICENSE AGREEMENT WITH OVG FACILITIES, LLC TO HOST THE TECH JXN 2022 CONFERENCE AND FESTIVAL ON NOVEMBER 17-18, 2022, AND AUTHORIZING PAYMENT IN THE AMOUNT OF EIGHTEEN THOUSAND FIVE HUNDRED AND TEN DOLLARS** is legally sufficient for placement in NOVUS Agenda.



Catoria Martin, City Attorney

Sondra Moncure, Deputy City Attorney *A.M.*

10/18/22
Date

OFFICE OF THE CITY ATTORNEY
A.M. 10/18/22

OFFICE OF THE CITY ATTORNEY
9/23/2022

ORDER AUTHORIZING THE MAYOR TO RATIFY AND RENEW SOFTWARE SUBSCRIPTION WITH LEXISNEXIS FOR THE ACCURINT VIRTUAL CRIME CENTER (AVCC) FOR A THREE (3) YEAR PERIOD AT A COST NOT TO EXCEED NINETY-NINE THOUSAND, TEN DOLLARS AND EIGHTY CENTS (\$99,010.80).

WHEREAS, the City of Jackson Police Department ("JPD") was awarded a grant under the MS Justice Assistance Grant (JAG) - Project Safe Neighborhoods (PSN-Southern District), grant number 2018-GP-BX-0076, project number 18PS2191, through the Mississippi Department of Highway Safety on or around March 1, 2020; and

WHEREAS, the Jackson City Council on July 18, 2018 previously authorized the Mayor to apply for and to execute any and all documents necessary for the acceptance and administration of said grant; and

WHEREAS, the grantor approved budget for this grant included a one-year LexisNexis software subscription for Accurint Virtual Crime Center (AVCC) at a cost of thirty-one thousand one hundred dollars (\$31,100.00) for March 1, 2021 through February 28, 2022; and

WHEREAS, the grant subscription for LexisNexis software expired on February 28, 2022 and JPD has continue to utilize LexisNexis software subscription for criminal investigation purposes at AVCC, this continued use authorized the automatic renewal of LexisNexis with a three percent (3%) increase to cost payable by the JPD; and

WHEREAS, the JPD finds the usage of LexisNexis software to be invaluable in its day-to-day operations; and

WHEREAS, the cost to ratify usage of LexisNexis software for March 1, 2022 through July 31, 2022 is ten thousand six hundred seventy-seven dollars and sixty-eight cents (\$10,677.68), the cost to continue usage of LexisNexis software is twenty-one thousand three hundred fifty-five dollars and thirty-two cents (\$21,355.32) for July 20, 2022 through February 28, 2022, thirty-two thousand nine hundred ninety-three dollars and ninety-nine cents (\$32,993.99) for March 1, 2023 through February 28, 2024, and thirty-three thousand nine hundred eighty three dollars and eighty-one cents (\$33,983.81) for March 1, 2024 thru February 28, 2025; and

WHEREAS, it has been generally held through Mississippi Case Law and Attorney General Opinions that governing authorities are not "required", but "recommended" to follow competitive bid requirements in the procurement of personal or professional service contracts and pursuant to Miss. Code. Ann.§ 31-7-57(2), no governing authority shall let contracts or purchase commodities or equipment except in the manner provided by law; nor shall any governing authority ratify any such contract or purchase... or pay for the same out of public funds unless such contract or purchase was made in the manner provided by law; provided however, that any vendor who, in good faith, delivers commodities or printing or performs any services under a contract to or for the governing authority, shall be entitled to recover the fair market value of such commodities, printing or services, notwithstanding some error or failure by the governing authority to follow the law, if the contract was for an object authorized by law and the vendor had no control of, participation in, or actual knowledge of the error or failure by the governing authority.

Agenda Item No. 11.8.2022 (Davis, Lumumba)

17

WHEREAS, the ratification and renewal of this agreement will ensure that JPD continues to have access to an important tool in its crime-fighting arsenal.

IT IS, THEREFORE, ORDERED that the LexisNexis software subscription for Accurint Virtual Crime Center be ratified for the period beginning for March 1, 2022 through July 31, 2022 is ten thousand six hundred seventy-seven dollars and sixty-eight cents (\$10,677.68), the cost to continue usage of LexisNexis software is twenty-one thousand three hundred fifty-five dollars and thirty-two cents (\$21,355.32) for July 20, 2022 through February 28, 2022, thirty-two thousand nine hundred ninety-three dollars and ninety-nine cents (\$32,993.99) for March 1, 2023 through February 28, 2024, and thirty-three thousand nine hundred eighty three dollars and eighty-one cents (\$33,983.81) for March 1, 2024 thru February 28, 2025 is authorized and shall be paid from account 001-442-30-6231.

IT IS FURTHER ORDERED that the Mayor is authorized to renew the Agreement to provide LexisNexis software subscription services from March 1, 2023 through February 28, 2025 in an amount not to exceed a sum total of ninety-nine thousand, ten dollars and eighty cents (\$99,010.80) to be paid from account 001-442.30.6231.

IT IS FUTHER ORDERED, that the costs authorized herein be paid from general funds budgeted for use by the City of Jackson Police Department, in the amounts listed and not to exceed a sum total of ninety-nine thousand, ten dollars and eighty cents (\$99,010.80).

APPROVED FOR AGENDA:

Agenda Date _____
Agenda Item # _____
By: DAVIS, LUMUMBA

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

MAY 26, 2022
DATE

	COMMENTS
Brief Description	ORDER AUTHORIZING THE MAYOR TO RATIFY AND RENEW SOFTWARE SUBSCRIPTION WITH LEXISNEXIS FOR THE ACCURINT VIRTUAL CRIME CENTER (AVCC) FOR A THREE (3) YEAR PERIOD AT A COST NOT TO EXCEED NINETY-NINE THOUSAND, TEN DOLLARS AND EIGHTY CENTS (\$99,010.80).
Purpose	Crime Prevention/Quality of Life
Who will be affected	Citizens of Jackson, Jackson Police Department
Benefits	To provide access to crime-fighting tool to aid in investigations.
Schedule (beginning date)	Upon Council approval
Location: ■ WARD ■ CITYWIDE (yes or no) (area) ■ Project limits if applicable	ALL Wards CITY WIDE
Action implemented by: ■ City Department <input type="checkbox"/> ■ Consultant <input type="checkbox"/>	Department Jackson Police Department
COST	Not to exceed \$99,010.80 over 3-year period March 1, 2022 through July 19, 2022, \$12,012.34 July 20, 2022 through February 28, 2022, \$20,020.66 March 1, 2023 through February 28, 2024, \$32,993.99 March 1, 2024 thru February 28, 2025, \$33,983.81

Source of Funding <input type="checkbox"/> General Fund <input type="checkbox"/> Grant <input type="checkbox"/> Bond <input type="checkbox"/> Other	General Fund 001-442-30-6231						
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 _____		



Chief of Police
James E. Davis

JACKSON POLICE DEPARTMENT
Office of the Chief of Police

Assistant Chief of Police
Joseph Wade

Memorandum

To: Chokwe Lumumba, Mayor

From: James E. Davis, Chief of Police

Date: May 26, 2022

Re: **Order Authorizing The Mayor to Ratify and Renew Software Subscription with Lexis-Nexis for the Accurint Virtual Crime Center (AVCC) for a Three (3) Year Period at a Sum Total Cost Not to Exceed Ninety-Nine Thousand, Ten Dollars and Eighty Cents (\$99,010.80)**

It is my recommendation that the Mayor to Ratify and Renew Lexis Nexis Software Subscription with Lexis-Nexis for the Accurint Virtual Crime Center (AVCC) for a Three (3) Year Period at a Sum Total Cost Not to Exceed Ninety-Nine Thousand, Ten Dollars and Eighty Cents (\$99,010.80).

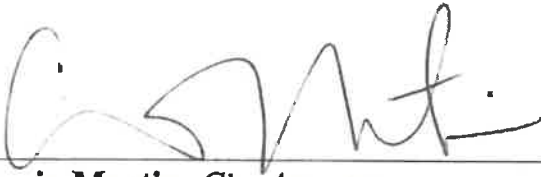
If you have any questions, or need additional information, please feel free to contact me.

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 THE MAYOR TO RATIFY AND RENEW SOFTWARE SUBSCRIPTION WITH LEXISNEXIS FOR THE ACCURINT VIRTUAL CRIME CENTER (AVCC) FOR A THREE (3) YEAR PERIOD AT A COST NOT TO EXCEED NINETY-NINE THOUSAND, TEN DOLLARS AND EIGHT CENTS (\$99,010.80) is legally sufficient for placement in NOVUS Agenda.



Catoria Martin, *City Attorney*

Victoria James, *Deputy City Attorney*

v.j.

10/6/22
Date

OFFICE OF THE CITY ATTORNEY
vj
10/23/2022

SCHEDULE A
Accurint Virtual Crime Center
Online (Subscription)

Customer Name: Jackson Police Department
 Billgroup #: ACC-1375004
 LN Account Manager: Joe Houston

This Schedule A sets forth additional or amended terms and conditions for the use of the Accurint Virtual Crime Center services ("LN Services"), as set forth in the services agreement for the LN Services between Customer and the LexisNexis Risk Solutions entity as further defined therein ("Agreement"), to which this Schedule A is incorporated by reference. For purposes of the Agreement and this Schedule A, all LexisNexis Risk Solutions affiliates shall be individually and collectively referred to as "LN". The LN Services herein shall be provided by LexisNexis Risk Solutions FL Inc.. Customer acknowledges that the services provided under this Schedule A are non-FCRA services and are not "consumer reports" within the meaning of the FCRA and Customer agrees not to use such reports in any manner that would cause them to be characterized as "consumer reports".

1. SCHEDULE A TERM

The term of this Schedule A will be 36 months beginning March 1, 2023 and ending February 28, 2026 (the "Term"). If an account is activated after the first day of a calendar month, charges will not be pro-rated.

2. ACCURINT VIRTUAL CRIME CENTER FEES

2.1 Subscription Fees: Beginning on the effective date hereof, each 12-month period ("Year") Customer shall pay to LN the fees as indicated in the below Price Table ("AVCC Annual Subscription Fee"), to be invoiced in equal monthly installments, in exchange for unlimited use of Accurint Virtual Crime Center, Accurint for Law Enforcement, Accurint for Law Enforcement Plus (as further described in Section 2.2) and Accurint for Law Enforcement Mobile.

"Price Table"		
Year	AVCC Annual Subscription Fee	Monthly Fee
March 1, 2023 – February 29, 2024	\$32,033.00	\$2,669.42
March 1, 2024 – February 28, 2025	\$32,993.99	\$2,749.50
March 1, 2025 – February 28, 2026	\$33,983.81	\$2,831.98

2.2 Accurint for Law Enforcement Plus Subscription: All of the searches and reports included in the attached Price Schedules are referred to as the "Features". The AVCC Annual Subscription Fee includes unlimited access to all Features, excluding those Features identified herein as Excluded Features but including the Premium Features listed in Section 2.3.

2.3 Accurint for Law Enforcement Plus Premium Features: Email Search Premium, Real Time Phones, Real Time MVR and Virtual Identity Search & Report, including when these features are report components.

2.4 Jail Booking Search & Report Option: Access to the Jail Booking Search & Report features are included in the AVCC Annual Subscription Fee. The Jail Booking Search & Report data provided under this Schedule A shall only be used for the purposes of determining the arrest/incarceration status of particular individuals and shall serve solely as a tip or lead from which Customer can then initiate its own independent investigation. Any determination reached by Customer with regard to an individual or individuals featured in the Jail Booking Search & Report shall be based solely on data gathered by Customer pursuant to its own internal investigations.

2.5 Features Not Included: The following Features ("Excluded Features") are not included in the AVCC Annual Subscription Fee and shall in all cases be charged separately according to the pricing specified in the attached Price Schedule:

Advanced Sexual Offender Search
Bankruptcy Docket Sheet

Bankruptcy Documents
Canadian Phones
Comprehensive Healthcare Business and Provider Report
Court Search Wizard
DE Corporation Search and Report
FCRA Credit Reports
Flat Rate Comprehensive Healthcare Business and Provider Report
Identity Authenticate
Identity Verification
Law Enforcement Location Report
MVR Reports (Driving Records)
National Motor Vehicle Accident Search and Report
News Searches
Online Batch Services
Property Deed Image
Provider Report Card
Provider Sanction Search and Report
Provider Search and Report
Real Time Person Search
Workplace Locator
XML

LN standard pricing will be in effect for any new features made generally available by LN subsequent to the execution of this Schedule A.

2.6 Fee Increases: If, at the end of the Term, Customer signs a new Schedule A for the LN Services herein, all fees will be increased 3%.

2.7 Amounts Payable: Customer agrees to pay LN in accordance with any invoice for the fees set forth above.

3. EXPIRATION

Unless otherwise accepted by LN, the terms herein are valid if the Schedule A is signed by the Customer and received by LN on or before **September 23, 2022**.

4. CLOUD SERVICES

LN is executing a multi-year plan to move certain LexisNexis Risk Solutions products and services to Microsoft Azure Cloud services. Should you have questions regarding this plan, please document and send them via email to cloudquestions@lexisnexisrisk.com.

5. CONFIDENTIAL INFORMATION

This Schedule A contains the confidential pricing information of LN. Customer acknowledges that the disclosure of such pricing information could cause competitive harm to LN, and as such, Customer agrees to maintain this Schedule A in trust and confidence and take reasonable precautions against disclosure to any third party to the extent permitted by local and state law.

AGREED TO AND ACCEPTED BY: Jackson Police Department

Signed: _____

Name: _____

Title: _____

Date: _____

Accurint for Law Enforcement Plus
(Updated August 12, 2021)
(Plan 44)

(Pricing is per hit unless otherwise indicated. All searches/reports with a price of \$0.00 are considered "Standard Features" and are included in Subscription plan.)

PRICE SCHEDULE (Subscription)	
ACCURINT FOR LAW ENFORCEMENT PLUS FEATURES	PRICE
Accurint Mapping (Charged per layer)	\$0.00
Advanced Motor Vehicle Search	\$0.00
Advanced Person Alerts Update	\$0.00
Advanced Person Search	\$0.00
Advanced Sexual Offender Search	\$2.00
Automated Valuation Model (AVM) Report	\$0.00
Bankruptcies, Liens & Judgments Search	\$0.00
Bankruptcy Search	\$0.00
Bankruptcy Report	\$0.00
Boolean Search	\$0.00
Business Search	\$0.00
Businesses In The News (not discountable)	\$5.00
Civil Courts Search (Report Included)	\$0.00
CLIA Report	\$0.00
Corporation Filings (Report Included Except In Delaware)	\$0.00
Criminal Records	\$0.00
Criminal Records Report	\$0.00
DEA Controlled Substances License Search	\$0.00
Death Records	\$0.00
Death Records Report	\$0.00
Driver Licenses	\$0.00
Dun & Bradstreet Search (not discountable)	\$0.25
Dun & Bradstreet Report (not discountable)	\$3.75
Email Search Premium (not discountable)	\$0.40
FAA Aircraft (Report Included)	\$0.00
FAA Certifications (Report Included)	\$0.00
Federal Civil Court Records Search	\$0.00
Federal Criminal Court Records Search	\$0.00
Federal Firearms & Explosives	\$0.00
Federal Employer ID Numbers (FEIN)	\$0.00
Fictitious Business Name	\$0.00
Foreclosures Search (Report Included)	\$0.00
Hunting/Fishing Licenses	\$0.00
Identity Authenticate (charged per search)	\$1.25
Identity Verification (charged per search)	\$0.60
Liens & Judgments	\$0.00
Lineup	\$0.00
Marriages / Divorces Search	\$0.00

Motor Vehicles Search	\$0.00
Motor Vehicles Report	\$0.00
National Motor Vehicle Accident Search & Report (not discountable)	\$3.00
National UCC Filings (Report Included)	\$0.00
NCPDP (National Council for Prescription Drug Programs) Search	\$0.00
NCPDP (National Council for Prescription Drug Programs) Report	\$0.00
NPI Data Search	\$0.00
NPI Report	\$0.00
Passport Validation	\$0.00
People At Work Search	\$0.00
People In The News (not discountable)	\$5.00
Person Alerts Monitoring (Monthly Monitoring Transactions Per Acct.) (Alerts Charged At Regular Price)	--
-1 - 50	\$0.00
-51 - 250	\$0.00
-251 - 500	\$0.00
-501 - 1,000	\$0.00
-1,001 - 5,000	\$0.00
-5,001 - 25,000	\$0.00
-25,001 - 100,000	\$0.00
Person Search	\$0.00
Phones Plus	\$0.50
Professional Licenses (Report Included)	\$0.00
Property Deed Search	\$0.00
Property Assessment Search	\$0.00
Property Assessment Report	\$0.00
Property Deed Report (excluding Deed Image)	\$0.00
Provider Search	\$0.25
Provider Report	\$5.00
Provider Report Card (charged per search)	\$5.00
Provider Sanction Search (charged per search)	\$0.25
Provider Sanction Report	\$5.00
Real Time Phone Search	\$0.50
Relavint Plus Link Analysis (per diagram)	\$0.00
Reverse Lookup	\$0.00
Sexual Offenders (Report Included)	\$0.00
USA Patriot Act	\$0.00
Virtual Identity Search & Report	\$2.00
Watercraft	\$0.00
Watercraft Report	\$0.00
Wildcard Search	\$0.00
WorkPlace Locator (not discountable)	\$3.50
Reports	
Asset Report: Property Deeds & Assessments, Vehicle Registrations, Watercraft, FAA Pilots, FAA Aircraft, and UCC Filings.	\$0.00
Business Link Report	\$0.00

Comprehensive Report (Best Value): Summary Report, Associates, Bankruptcy, Concealed Weapons Permits, Criminal Records, DEA Controlled Substances License Search, Driver's Licenses, Email Search Premium, FAA Aircraft, FAA Pilots, Federal Firearms & Explosives License Search, Hunting/Fishing Permits, Liens/Judgments, National Motor Vehicle Accident Search & Report, Neighbors, People at Work, Phones Plus, Possible Education, Professional Licenses, Property, Relatives (3 Degrees), Sexual Offenders, UCC Filings, Vehicle Registrations, Voter Registration and Watercraft.	\$0.00
Additional Report Options:	--
-Real Time Phone Search (not discountable)	\$0.50
Contact Card Report: Summary Report: Names Associated with Subject, Contact List: At Home, At Work, Through Family, Through Associates, Through Neighbors, Possible Relocation, Email Search Premium, Address Summary and Phones Plus (optional).	\$0.00
Finder Report: Address Summary, Others Using SSN, Date/Location Where SSN Issued, Phone Summary, Current Listed Phones, Unverified Phones With Type And Date Indicators, Current Neighbor Phones, Possible Relative Phones (2 Degrees), Possible Associate Phones, Phones At Historical Addresses, Email Search Premium, Bankruptcy Filings And Corporate Affiliations.	\$0.00
Law Enforcement Location Report (charged per search)	\$1.00
Relatives, Neighbors, & Associates Report	\$0.00
Comprehensive Address Report: (Base Report Features: Current And Previous Residents And Phones At Address)	\$0.00
Additional Report Options:	--
-Bankruptcy	\$0.00
-Businesses At Address	\$0.00
-Concealed Weapons Permit Search	\$0.00
-Criminal Records Search	\$0.00
-Criminal Records Report	\$0.00
-Driver Licenses At Address	\$0.00
-Hunting/Fishing License Search	\$0.00
-Liens And Judgments	\$0.00
-Motor Vehicles Registered At Address	\$0.00
-Neighborhood Profile (2010 Census)	\$0.00
-Neighbors At Address	\$0.00
-Property Ownership Current / Previous	\$0.00
-Sexual Offenders Search (Report Included)	\$0.00
Comprehensive Business Report (Base Report Features: Name and TIN Variations, Parent Company, and Industry Information)	\$0.00
Additional Report Options:	--
-Associated Businesses	\$0.00
-Associated People	\$0.00
-Bankruptcy	\$0.00
-Business Registrations	\$0.00
-Corporation Filings	\$0.00
-Dun & Bradstreet Records (not discountable)	\$3.75
-Liens and Judgments	\$0.00
-Motor Vehicles	\$0.00
-Properties	\$0.00

-UCC Filings	\$0.00
Custom Comprehensive Report (Base Report Features: Others Using Same SSN, Date and Location where SSN Issued, Company Header, Address Summary, Possible Education, Comprehensive Report Summary)	\$0.00
Additional Report Options:	--
-Associates	\$0.00
-Bankruptcy	\$0.00
-Criminal Records	\$0.00
-DEA Controlled Substances License Search	\$0.00
-Driver Licenses Information	\$0.00
-Email Search Premium (not discountable)	\$0.40
-Federal Firearms & Explosives License Search	\$0.00
-Liens And Judgments	\$0.00
-Motor Vehicle(s) Registration (Watercraft & Boat Trailers Included)	\$0.00
-National Motor Vehicle Accident Search & Report	\$0.00
-Neighborhood Profile (2010 Census)	\$0.00
-Neighbors (Up To 6 Neighbors At 10 Different Addresses)	\$0.00
-People At Work	\$0.00
-Phones Plus	\$0.50
-Professional Licenses (Report Included)	\$0.00
-Properties	\$0.00
-Real Time Phone Search (not discountable)	\$0.50
-Real Time Vehicle Registrations (charged per search) (not discountable)	\$3.50
-Relatives (Up to 3 Degrees of Separation)	\$0.00
-Sexual Offenders	\$0.00
-Supplemental Data Sources	\$0.00
-UCC Filings	\$0.00
Flat Rate Comprehensive Healthcare Business Report (includes Base Report Features and Additional Report Options listed below)	\$10.00
Comprehensive Healthcare Business Report (Base Report Features: Name, Address and Phone Variations; Parent Company, ID Numbers and Industry Information)	\$0.50
Additional Report Options:	-
-Associated Businesses	\$1.00
-Associated People	\$1.00
-Bankruptcy (charged per search)	\$1.00
-Business Phone Matches	\$0.25
-Business Registrations	\$0.25
-Corporation Filings	\$1.00
-Dun & Bradstreet Records (not discountable)	\$3.75
-FAA Aircraft	\$0.25
-IRS 5500	\$0.50
-Liens And Judgments (charged per search)	\$0.25
-Motor Vehicles	\$0.75
-Properties	\$1.00
-Sanctions	\$0.50
-UCC Filings	\$0.50

Customized Schedule A
Accurant Virtual Crime Center

Any unauthorized revisions to this Schedule A by Customer after receipt of the final version from LN shall be considered unenforceable, and may void this Schedule A at the option of LN.

-Verification	\$0.75
-Watercraft	\$1.00
Flat Rate Comprehensive Healthcare Provider Report (includes Base Report Features and Additional Report Options listed below)	\$6.00
Comprehensive Healthcare Provider Report (Base Report Features: Gender, Date of Birth, Social Security Number, Tax ID(s) UPIN and NPI number)	\$0.50
Additional Report Options:	--
-Additional Deceased Data Sources	\$0.00
-Associates	\$0.00
-Bankruptcy (charged per search) (not discountable)	\$0.25
-Business Address Summary	\$0.25
-Business Affiliations	\$0.50
-Business Phone Matches	\$0.25
-DEA Licenses	\$0.25
-Degrees	\$0.00
-Education	\$0.50
-Group Affiliations	\$0.50
-GSA Sanctions (charged per search)	\$0.50
-Hospital Affiliations	\$0.50
-Liens And Judgments (charged per search)	\$0.25
-Medical Licenses (charged per search)	\$1.00
-Possible Criminal Records (charged per search)	\$0.25
-Professional Licenses (charged per search)	\$1.00
-Sanctions (Disciplinary) (charged per search)	\$0.50
-Sexual Offenses (charged per search)	\$1.00
-Specialties	\$0.00
-Verification	\$0.75
Online Batch	
Advanced Person Search	\$0.50
Batch Person Search	\$0.50
Batch Telephone	\$0.10
Deceased Person	\$0.25
Real Time Phone Search	\$0.50

Accurint for Law Enforcement
(Updated August 12, 2021)
(Plan 44)

(Pricing is per hit unless otherwise indicated. All searches/reports with a price of \$0.00 are considered "Standard Features" and are included in Subscription plan.)

PRICE SCHEDULE (Subscription)	
ACCURINT FOR LAW ENFORCEMENT FEATURES	PRICE
Advanced Motor Vehicle Search	\$0.00
Advanced Person Alerts Update	\$0.00
Advanced Person Search	\$0.00
Automated Valuation Model (AVM) Report	\$0.00
Associates ("Next Steps")	\$0.00
Bankruptcies, Liens & Judgments Search	\$0.00
Bankruptcy Search	\$0.00
Bankruptcy Report	\$0.00
Bankruptcy Docket Sheet (\$0.50 For First 5 Pages & \$0.20 Per Page Thereafter) (not discountable)	\$0.50
Bankruptcy Documents (Per Page, Up To Max Charge Of \$6 Per Document) (not discountable)	\$0.20
Boolean Search	\$0.00
Business Credit	\$0.00
Business Credit Report	\$0.00
Business Search	\$0.00
Businesses In The News (not discountable)	\$5.00
Canadian Phones	\$0.40
Civil Courts Search (Report Included)	\$0.00
CLIA Report	\$0.00
Concealed Weapons Permit	\$0.00
Corporation Filings (Report Included Except In Delaware)	\$0.00
Court Search Wizard (Additional Fees May Apply; Orders Are Non-Refundable)	--
-County Civil Lower & Upper Court - 7 Year (not discountable)	\$35.00
-County Civil Lower & Upper Court - 10 Year (not discountable)	\$40.00
-County Criminal - 7 Year (not discountable)	\$25.00
-County Criminal - 10 Year (not discountable)	\$30.00
-Federal Division Civil - 7 Year (not discountable)	\$16.00
-Federal Division Civil - 10 Year (not discountable)	\$25.00
-Federal Division Criminal - 7 Year (not discountable)	\$16.00
-Federal Division Criminal - 10 Year (not discountable)	\$25.00
-Statewide Criminal (not discountable)	\$24.00
Criminal Records	\$0.00
Criminal Records Report	\$0.00
DEA Controlled Substances License Search	\$0.00
Death Records	\$0.00
Death Records Report	\$0.00
Delaware Corporations (not discountable)	\$1.00

Delaware Corporations Report (not discountable)	\$11.00
Disclosed Entity Service	\$0.00
Driver Licenses	\$0.00
Dun & Bradstreet Search (not discountable)	\$0.25
Dun & Bradstreet Report (not discountable)	\$3.75
Email Search Premium (not discountable)	\$0.40
FAA Aircraft (Report Included)	\$0.00
FAA Pilots (Report Included)	\$0.00
Federal Civil Court Records Search	\$0.00
Federal Criminal Court Records Search	\$0.00
Federal Firearms & Explosives	\$0.00
Federal Employer ID Numbers (FEIN)	\$0.00
Fictitious Business Name	\$0.00
Foreclosures Search (Report Included)	\$0.00
Hunting/Fishing Licenses	\$0.00
Identity Authenticate (charged per search)	\$1.25
Identity Verification (charged per search)	\$0.60
Law Enforcement Location Report (charged per search)	\$1.00
Liens & Judgments	\$0.00
Liens & Judgments Report	\$0.00
Marriages / Divorces Search	\$0.00
Motor Vehicles Search	\$0.00
Motor Vehicles Report	\$0.00
MVR Reports (Driving Records)** (plus state fee) (charged per search) (not discountable)	\$6.00
** Coverage and state fees are available in the product and are subject to change	--
MVR Wildcard Search	\$0.00
National Motor Vehicle Accident Search & Report (not discountable)	\$3.00
National UCC Filings (Report Included)	\$0.00
NCPDP (National Council for Prescription Drug Programs) Search	\$0.00
NCPDP (National Council for Prescription Drug Programs) Report	\$0.00
Neighbors ("Next Steps")	\$0.00
NPI Data Search	\$0.00
NPI Report	\$0.00
Passport Validation	\$0.00
People At Work Search	\$0.00
People In The News (not discountable)	\$5.00
Person Alerts Monitoring (Monthly Monitoring Transactions Per Acct.) (Alerts Charged At Regular Price)	--
-1 - 50	\$0.00
-51 - 250	\$0.00
-251 - 500	\$0.00
-501 - 1,000	\$0.00
-1,001 - 5,000	\$0.00
-5,001 - 25,000	\$0.00

Customized Schedule A

Accurint Virtual Crime Center

Any unauthorized revisions to this Schedule A by Customer after receipt of the final version from LN shall be considered unenforceable, and may void this Schedule A at the option of LN.

-25,001 - 100,000	\$0.00
Professional Licenses (Report Included)	\$0.00
Property Deed Search	\$0.00
Property Assessment Search	\$0.00
Property Assessment Report	\$0.00
Property Deed Report (excluding Deed Image)	\$0.00
Property Deed Image (additional charge when ordered from within Property Reports) (not discountable)	\$8.00
Property Search (Property Assessments, Deeds & Mortgages)	\$0.00
Property Report (Property Assessments, Deeds & Mortgages, excluding Deed Image)	\$0.00
Provider Search	\$0.25
Provider Report	\$5.00
Provider Report Card (charged per search)	\$5.00
Provider Sanction Search (charged per search)	\$0.25
Provider Sanction Report	\$5.00
Real Time Person Search (charged per search)	\$3.50
Real Time Phone Search	\$0.50
Relatives ("Next Steps")	\$0.00
Relatives, Neighbors & Associates ("Next Steps")	\$0.00
Relavint Visual Link Analysis (Per Diagram)	\$0.00
Satellite Image Search	\$0.00
Sexual Offenders (Report Included)	\$0.00
USA Patriot Act	\$0.00
Virtual Identity Search & Report	\$2.00
Voter Registrations	\$0.00
Watercraft	\$0.00
Watercraft Report	\$0.00
WorkPlace Locator (not discountable)	\$3.50
Reports	
Asset Report: Property Deeds & Assessments, Vehicle Registrations, Watercraft, FAA Pilots, FAA Aircraft, and UCC Filings.	\$0.00
Business Link Report	\$0.00
Comprehensive Report (Best Value): Summary Report, Associates, Bankruptcy, Concealed Weapons Permits, Criminal Records, DEA Controlled Substances License Search, Driver's Licenses, Email Search Premium, FAA Aircraft, FAA Pilots, Federal Firearms & Explosives License Search, Hunting/Fishing Permits, Liens/Judgments, National Motor Vehicle Accident Search & Report, Neighbors, People at Work, Phones Plus, Possible Education, Professional Licenses, Property, Relatives (3 Degrees), Sexual Offenders, UCC Filings, Vehicle Registrations, Voter Registration and Watercraft.	\$0.00
Additional Report Options:	--
-Real Time Phone Search (not discountable)	\$0.50
Contact Card Report: Summary Report: Names Associated with Subject, Contact List: At Home, At Work, Through Family, Through Associates, Through Neighbors, Possible Relocation, Email Search Premium, Address Summary and Phones Plus (optional).	\$0.00
Finder Report: Address Summary, Others Using SSN, Date/Location Where SSN Issued, Phone Summary, Current Listed Phones, Unverified Phones With Type And	\$0.00

Customized Schedule A
Accurint Virtual Crime Center

Any unauthorized revisions to this Schedule A by Customer after receipt of the final version from LN shall be considered unenforceable, and may void this Schedule A at the option of LN.



28330 Network Place
Chicago, IL 60673-1283
866-528-0570

LexisNexis, a division of RELX Inc
For itself or its affiliates

JACKSON POLICE DEPARTMENT
Attn : Trivia Jones
327 E. Pascagoula St.
Jackson, MS 39201 USA

Invoice

Current Amount Due	USD \$2,669.42
Outstanding Balance	USD \$10,677.68
Total Balance	USD \$13,347.10
Invoice Number	1827462-20220731
Invoice Date	Jul 31, 2022
Billing ID	1827462
Terms	Net 30
Representative	Joseph Houston
Billing Period	7/1/2022 7/31/2022

PO # 21000333

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LexisNexis Risk Data MGT, LLC
Billing ID 1827462
28330 Network Place
Chicago, IL 60673-1283

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we advise you to never accept remittance
information change requests from
unsolicited emails or phone calls. All
LexisNexis Risk Solutions changes will be
communicated via messages attached to
your invoice. Please report any suspicious
activity to security@relx.com.

Payments, Credits & Adjustments

Date	Invoice Number	Description	Amount
7/16/2022		Small Balance Adjustment	(\$0.04)
		Total	(\$0.04)

New Activity Summary

Date	Description	Amount
7/31/2022	AVCC Subscription Fee, 2022/07/01-2022/07/31	\$2,669.42
	Total Charges	\$2,669.42
	Total Tax	\$0.00
1827462-20220731	Due Date 8/30/2022	Total \$2,669.42

Account Balance Outstanding

Invoice Date	Due Date	Invoice Number	Invoice Amount	Amount Applied	Invoice Balance
3/31/2022	4/30/2022	1827462-20220331	\$2,669.42	\$0.00	\$2,669.42
4/30/2022	5/30/2022	1827462-20220430	\$2,669.42	\$0.00	\$2,669.42
5/31/2022	6/30/2022	1827462-20220531	\$2,669.42	\$0.00	\$2,669.42
6/30/2022	7/30/2022	1827462-20220630	\$2,669.42	\$0.00	\$2,669.42
		Prepaid/Unapplied Cash			\$0.00
		Account Balance Outstanding			\$10,677.68

Please include your full invoice number on all remittance to ensure proper credit.



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JACKSON POLICE DEPARTMENT
Attn : Trivia Jones
327 E. Pascagoula St.
Jackson, MS 39201 USA

Payments, Credits & Adjustments

Total	\$0.00
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New Activity Summary

Date	Description	Amount
3/31/2022	AVCC Subscription Fee, 2022/03/01-2022/03/31	\$2,669.42
	Total Charges	\$2,669.42
	Total Tax	\$0.00
1827462-20220331	Due Date 4/30/2022	Total \$2,669.42

Account Balance Outstanding

Invoice Date	Due Date	Invoice Number	Invoice Amount	Amount Applied	Invoice Balance
2/28/2022	3/30/2022	1827462-20220228	\$2,591.67	(\$2,591.63)	\$0.04
			Prepaid/Unapplied Cash		\$0.00
Account Balance Outstanding					\$0.04

Please include your full invoice number on all remittance to ensure proper credit.

Invoice

Current Amount Due	USD \$2,669.42
Outstanding Balance	USD \$0.04
Total Balance	USD \$2,669.46
Invoice Number	1827462-20220331
Invoice Date	Mar 31, 2022
Billing ID	1827462
Terms	Net 30
Representative	Joseph Houston
Billing Period	3/1/2022 3/31/2022

PO # 21000333

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Billing ID 1827462
28330 Network Place
Chicago, IL 60673-1283

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28330 Network Place
Chicago, IL 60673-1283
866-528-0570

LexisNexis, a division of RELX Inc
For itself or its affiliates

JACKSON POLICE DEPARTMENT
Attn : Trivia Jones
327 E. Pascagoula St.
Jackson, MS 39201 USA

Invoice

Current Amount Due	USD \$2,669.42
Outstanding Balance	USD \$2,669.46
Total Balance	USD \$5,338.88
Invoice Number	1827462-20220430
Invoice Date	Apr 30, 2022
Billing ID	1827462
Terms	Net 30
Representative	Joseph Houston
Billing Period	4/1/2022 4/30/2022

PO # 21000333

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Payments, Credits & Adjustments

Total \$0.00

New Activity Summary

Date	Description	Amount
4/30/2022	AVCC Subscription Fee, 2022/04/01-2022/04/30	\$2,669.42
	Total Charges	\$2,669.42
	Total Tax	\$0.00
	Total	\$2,669.42

1827462-20220430 Due Date 5/30/2022

Account Balance Outstanding

Invoice Date	Due Date	Invoice Number	Invoice Amount	Amount Applied	Invoice Balance
2/28/2022	3/30/2022	1827462-20220228	\$2,591.67	(\$2,591.63)	\$0.04
3/31/2022	4/30/2022	1827462-20220331	\$2,669.42	\$0.00	\$2,669.42
			Prepaid/Unapplied Cash		\$0.00
			Account Balance Outstanding		\$2,669.46

Please include your full invoice number on all remittance to ensure proper credit.



28330 Network Place
Chicago, IL 60673-1283
866-528-0570

LexisNexis, a division of RELX Inc
For itself or its affiliates

JACKSON POLICE DEPARTMENT
Attn : Trivia Jones
327 E. Pascagoula St.
Jackson, MS 39201 USA

Invoice

Current Amount Due	USD \$2,669.42
Outstanding Balance	USD \$5,338.88
Total Balance	USD \$8,008.30
Invoice Number	1827462-20220531
Invoice Date	May 31, 2022
Billing ID	1827462
Terms	Net 30
Representative	Joseph Houston
Billing Period	5/1/2022 5/31/2022

PO # 21000333

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Billing ID 1827462
28330 Network Place
Chicago, IL 60673-1283

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LexisNexis Risk Solutions changes will be
communicated via messages attached to
your invoice. Please report any suspicious
activity to security@relx.com.

Payments, Credits & Adjustments	Total	\$0.00
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New Activity Summary

Date	Description	Amount
5/31/2022	AVCC Subscription Fee, 2022/05/01-2022/05/31	\$2,669.42
	Total Charges	\$2,669.42
	Total Tax	\$0.00
	Total	\$2,669.42

1827462-20220531 Due Date 6/30/2022

Account Balance Outstanding

Invoice Date	Due Date	Invoice Number	Invoice Amount	Amount Applied	Invoice Balance
2/28/2022	3/30/2022	1827462-20220228	\$2,591.67	(\$2,591.63)	\$0.04
3/31/2022	4/30/2022	1827462-20220331	\$2,669.42	\$0.00	\$2,669.42
4/30/2022	5/30/2022	1827462-20220430	\$2,669.42	\$0.00	\$2,669.42
		Prepaid/Unapplied Cash			\$0.00

Account Balance Outstanding \$5,338.88

Please include your full invoice number on all remittance to ensure proper credit.



28330 Network Place
Chicago, IL 60673-1283
866-528-0570

LexisNexis, a division of RELX Inc
For itself or its affiliates

JACKSON POLICE DEPARTMENT
Attn : Trivia Jones
327 E. Pascagoula St.
Jackson, MS 39201 USA

Invoice

Current Amount Due	USD \$2,669.42
Outstanding Balance	USD \$8,008.30
Total Balance	USD \$10,677.72
Invoice Number	1827462-20220630
Invoice Date	Jun 30, 2022
Billing ID	1827462
Terms	Net 30
Representative	Joseph Houston
Billing Period	6/1/2022 6/30/2022

PO # 21000333

Questions about your bill?
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LNBilling@lexisnexisrisk.com

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Billing ID 1827462
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Chicago, IL 60673-1283

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Payments, Credits & Adjustments

Total \$0.00

New Activity Summary

Date	Description	Amount
6/30/2022	AVCC Subscription Fee, 2022/06/01-2022/06/30	\$2,669.42
Total Charges		\$2,669.42
Total Tax		\$0.00
Total		\$2,669.42

1827462-20220630 Due Date 7/30/2022

Account Balance Outstanding

Invoice Date	Due Date	Invoice Number	Invoice Amount	Amount Applied	Invoice Balance
2/28/2022	3/30/2022	1827462-20220228	\$2,591.67	(\$2,591.63)	\$0.04
3/31/2022	4/30/2022	1827462-20220331	\$2,669.42	\$0.00	\$2,669.42
4/30/2022	5/30/2022	1827462-20220430	\$2,669.42	\$0.00	\$2,669.42
5/31/2022	6/30/2022	1827462-20220531	\$2,669.42	\$0.00	\$2,669.42
Prepaid/Unapplied Cash					\$0.00
Account Balance Outstanding					\$8,008.30

Please include your full invoice number on all remittance to ensure proper credit.

RESOLUTION (I) AUTHORIZING AND DIRECTING THE ISSUANCE OF A GENERAL OBLIGATION BOND, SERIES 2022 (THE "CITY BOND"), OF THE CITY OF JACKSON, MISSISSIPPI, IN THE PRINCIPAL AMOUNT OF NOT TO EXCEED SEVEN MILLION FIVE HUNDRED DOLLARS (\$7,500,000) TO (I) RAISE MONEY FOR PURPOSE OF REPAIRING, IMPROVING, ADORNING AND EQUIPPING THE ARTS CENTER OF MISSISSIPPI AND THE RUSSELL C. DAVIS PLANETARIUM AND FOR OTHER AUTHORIZED PURPOSES IN CONNECTION WITH SAME INCLUDING CONSTRUCTING, IMPROVING AND PAVING STREETS, SIDEWALKS, DRIVEWAYS, PARKWAYS, WALKWAYS AND PUBLIC PARKING FACILITIES IN CONNECTION WITH MAKING IMPROVEMENTS TO BOTH THE ARTS CENTER OF MISSISSIPPI AND THE RUSSELL C. DAVIS PLANETARIUM ALL PURSUANT TO SECTIONS 21-33-301 ET SEQ., MISSISSIPPI CODE OF 1972, AS AMENDED AND SUPPLEMENTED FROM TIME TO TIME AND SECTIONS 31-25-1 ET SEQ., MISSISSIPPI CODE OF 1972, AS AMENDED AND SUPPLEMENTED FROM TIME TO TIME, INCLUDING FUNDING CAPITALIZED INTEREST, IF APPLICABLE AND PAYING THE COSTS OF ISSUANCE FOR THE CITY BOND AND THE BANK BONDS, AS HEREIN DEFINED; (II) DIRECTING THE SALE AND AWARD OF THE CITY BOND; (III) APPROVING THE FORM OF AND EXECUTION OF THE CITY BOND PURCHASE AGREEMENT FOR THE SALE OF THE CITY BOND; (IV) APPROVING THE FORM OF AND EXECUTION OF THE TERM SHEET FOR THE SALE OF THE \$7,500,000 MISSISSIPPI DEVELOPMENT BANK SPECIAL OBLIGATION BONDS, SERIES 2022 (JACKSON, MISSISSIPPI GENERAL OBLIGATION PLANETARIUM IMPROVEMENT BOND PROJECT) (THE "BANK BONDS"); AND APPROVING THE FORM OF THE INDENTURE OF TRUST FOR THE BANK BONDS.

WHEREAS, the Mayor and City Council of the City of Jackson, Mississippi (the "Governing Body"), acting for and on behalf of said City of Jackson, Mississippi (the "City"), hereby find, determine, adjudicate and declare 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 together the City Bond Act and the Bank Act.

"Additional Bonds" shall mean bonds, if any, issued in one or more series on a parity with the City Bond pursuant to Section 21 hereof.

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

Agenda Item No
11.8.2022
(Kidd, Lumumba)

18

"Authorized Officer" shall mean Mayor, the Clerk, 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.

"Bank Act" shall mean Sections 31-25-1 *et seq.* of the Mississippi Code of 1972, as amended.

"Bank Bonds" shall mean the not to exceed \$7,500,000 Mississippi Development Bank Special Obligation Bonds, Series 2022 (Jackson, Mississippi General Obligation Planetarium Improvement Bond Project), authorized to be issued by the Bank pursuant to the Bank Act and the terms and conditions of the Indenture.

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

"Bond Resolution" shall mean this resolution.

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

"City Bond" shall mean the not to exceed \$7,500,000 General Obligation Bond, Series 2022, of the City authorized and directed to be issued in this resolution.

"City Bond Act" shall mean Sections 21-33-301 *et seq.*, Mississippi Code of 1972, as amended.

"Clerk" shall mean the Clerk of the City.

"Construction Project" shall mean repairing, improving, adorning and equipping the Arts Center of Mississippi and the Russell C. Davis Planetarium and for other authorized purposes in connection with same including constructing, improving and paving streets, sidewalks, driveways, parkways, walkways and public parking facilities in connection with making improvements to both the Arts Center of Mississippi and the Russell C. Davis Planetarium and for other authorized purposes under the Act.

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

"Indenture" shall mean that certain Indenture of Trust, to be dated the date of delivery thereof, by and between the Lender and the Trustee, pursuant to which the Bank Bonds are issued. A copy of the substantial form of the Indenture is attached as **EXHIBIT A** hereto.

"Interest Payment Date" shall be as described in Section 2.03 of the Indenture as the interest payment dates of the Bank Bonds.

"Lender" shall mean Cadence Bank, Jackson, Mississippi.

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

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

"MS NMTC Act" shall mean Sections 57-105-1, Mississippi Code of 1972, as amended.

"Paying Agent" shall mean any bank, trust company or other institution hereafter designated by the Mayor for the payment of the principal of and interest on the City Bond. The Paying Agent shall initially be the Trustee.

"Payments" shall have the meaning given it in Section 12(b) hereof.

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

"Project" shall mean providing funds for (i) the Construction Project, including funding capitalized interest, if applicable and (ii) paying costs of issuance for the City Bond and the Bank Bonds.

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

"Record Date" shall have the meaning given to it in Section 1.01 of the Indenture.

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

"State" shall mean the State of Mississippi.

"Transfer Agent" shall mean any bank, trust company or other institution hereafter designated by the Mayor for the registration of the owner of the City Bond and for the performance of such other duties as may be herein or hereafter specified by the Governing Body. The Transfer Agent shall initially be the Trustee.

"Trustee" shall mean a bank or other financial institution hereafter designated by the Mayor upon sale of the Bank Bonds, which financial institution will have corporate trust powers and be qualified to act as Trustee under the Indenture.

"2022 Bond Fund" shall mean the City of Jackson, Mississippi General Obligation Bond, Series 2022, 2022 Bond Fund provided for in Section 12 hereof.

"2022 Construction Fund" shall mean the City of Jackson, Mississippi General Obligation Bond, Series 2022, 2022 Construction Fund provided for in Section 13 hereof.

(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. Heretofore, on September 27, 2022, the Governing Body adopted a resolution entitled: **"AMENDED AND RESTATED RESOLUTION DECLARING THE INTENTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF JACKSON, MISSISSIPPI, TO EITHER ISSUE GENERAL OBLIGATION BONDS OF THE CITY, AND/OR ISSUE**

A GENERAL OBLIGATION BOND OF THE CITY FOR SALE TO THE MISSISSIPPI DEVELOPMENT BANK AND/OR ENTER INTO A LOAN WITH THE MISSISSIPPI DEVELOPMENT BANK, ALL IN AN AGGREGATE PRINCIPAL AMOUNT OF NOT TO EXCEED SEVEN MILLION FIVE HUNDRED THOUSAND DOLLARS (\$7,500,000) TO RAISE MONEY FOR THE PURPOSE OF REPAIRING, IMPROVING, ADORNING AND EQUIPPING THE ARTS CENTER OF MISSISSIPPI AND THE RUSSELL C. DAVIS PLANETARIUM AND FOR OTHER AUTHORIZED PURPOSES IN CONNECTION WITH SAME INCLUDING CONSTRUCTING, IMPROVING AND PAVING STREETS, SIDEWALKS, DRIVEWAYS, PARKWAYS, WALKWAYS AND PUBLIC PARKING FACILITIES IN CONNECTION WITH MAKING IMPROVEMENTS TO BOTH THE ARTS CENTER OF MISSISSIPPI AND THE RUSSELL C. DAVIS PLANETARIUM ALL PURSUANT TO SECTIONS 21-33-301 ET SEQ., MISSISSIPPI CODE OF 1972, AS AMENDED AND SUPPLEMENTED FROM TIME TO TIME AND SECTIONS 31-25-1 ET SEQ., MISSISSIPPI CODE OF 1972, AS AMENDED AND SUPPLEMENTED FROM TIME TO TIME, INCLUDING FUNDING CAPITALIZED INTEREST, IF APPLICABLE AND PAYING THE COSTS OF BORROWING, DIRECTING THE PUBLICATION OF A NOTICE OF SUCH INTENTION; AND FOR RELATED PURPOSES" (the "Amended and Restated Intent Resolution") wherein the Governing Body indicated its intent to (a) issue general obligation bonds of the City, in one or more series, in a total aggregate principal amount not to exceed Seven Million Five Hundred Thousand Dollars (\$7,500,000), (b) issue a general obligation bond of the City, in one or more series, to be sold to the Bank in a total aggregate principal amount not to exceed Seven Million Five Hundred Thousand Dollars (\$7,500,000), and/or (c) enter into a loan with the Bank to borrow money from the Bank in a total principal amount not to exceed Seven Million Five Hundred Thousand Dollars (\$7,500,000), and fixed 10:00 o'clock a.m. on November 8, 2022, as the date and hour for any protest to be made and filed against the issuance of such general obligation bonds, general obligation bond and/or loan as described in the Amended and Restated Intent Resolution.

3. As required by law and as directed by the aforesaid Amended and Restated Intent Resolution, said Amended and Restated Intent Resolution was published once a week for at least three (3) consecutive weeks in *The Mississippi Link* and/or *The Clarion Ledger Star*, newspapers published in and having a general circulation in the City, and qualified under the provisions of Section 13-3-31, Mississippi Code of 1972, as amended, the first publication having been made not less than twenty-one (21) days prior to November 8, 2022, and the last publication having been made not more than seven (7) days prior to such date as evidenced by the publisher's affidavit heretofore presented and filed.

4. On or prior to 10:00 o'clock a.m. on November 8, 2022, no written protest against the issuance of such general obligation bonds, general obligation bond and/or loan as described in the Amended and Restated Intent Resolution, had been filed or presented by qualified electors of the City with the City Clerk of the City (the "City Clerk") in her office located in City Hall.

5. The Governing Body did meet at its usual meeting place in City Hall at 10:00 o'clock a.m. on November 8, 2022, and the Governing Body did adopt a resolution finding and determining that no protest against the issuance of the general obligation bonds, general obligation bond and/or loan as described in the Amended and Restated Intent Resolution had been duly filed with the City Clerk on or before 10:00 o'clock a.m. on November 8, 2022 as required by the Amended and Restated Intent Resolution.

6. The Governing Body is now authorized and empowered by the provisions of Sections 21-33-301 et seq., Mississippi Code of 1972, as amended (the "**City Bond Act**") and Sections 31-25-1 et seq., Mississippi Code of 1972, as amended (the "**Bank Act**" and together with the City Bond Act, the "**Act**") and other applicable laws of the State of Mississippi, to issue its not to exceed \$7,500,000 General Obligation Bond, Series 2022 (the "**City Bond**"), in one or more series, and sell same to the Bank for the purpose of providing funds for Project without any election on the question of the issuance thereof.

7. The Governing Body desires to authorize and approve the issuance of the City Bond pursuant to this Bond Resolution and the purchase thereof by the Bank with the proceeds of the Bank Bonds.

8. The assessed value of taxable property within the City, according to the last completed assessment for taxation, is \$1,284,982,350; the City has outstanding bonded indebtedness subject to the fifteen percent (15%) debt limit prescribed by Section 21-33-303, Mississippi Code of 1972, as amended, in the amount of \$105,410,000, and outstanding bonded and floating indebtedness subject to the twenty percent (20%) debt limit prescribed by Section 21-33-303, Mississippi Code of 1972, as amended (which amount includes the sum set forth above subject to the 15% debt limit), in the amount of \$105,410,000; the issuance of the City Bond, when added to the outstanding bonded indebtedness of the City, will not result in bonded indebtedness, exclusive of indebtedness not subject to the aforesaid fifteen percent (15%) debt limit, of more than fifteen percent (15%) of the assessed value of taxable property within the City, and will not result in indebtedness, both bonded and floating, exclusive of indebtedness not subject to the aforesaid twenty percent (20%) debt limit, in excess of twenty percent (20%) of the assessed value of taxable property within the City, and will not exceed any constitutional or statutory limitation upon indebtedness which may be incurred by the City.

9. The Governing Body is now desirous of proceeding with the issuance of the City Bond pursuant to this Bond Resolution and the purchase thereof by the Bank with the proceeds of the Bank Bonds and authorizing the direct placement of the Bank Bonds to Cadence Bank, Jackson, Mississippi (the "**Lender**") pursuant to a Request for Proposals distributed by the PFM Financial Advisors LLC, the City's Municipal Advisor, on October 13, 2022 of which said proposal was submitted by the Lender on October 26, 2022 (the "**Term Sheet**").

10. The Governing Body hereby receives, examines and considers the following form of documents concerning the issuance, sale and purchase of the City Bond by the Bank: (i) the form of the City Bond Purchase Agreement, to be dated the date of sale of the City Bond (the "**City Bond Purchase Agreement**"), by and between the Bank and the City, which provides for the sale of the City Bond to the Bank; (ii) the form of the Indenture, to be dated the date of delivery of the Bank Bonds, by and between the Bank and the Trustee (the "**Indenture**") under which the Bank Bonds will be issued and by which they will be secured; and (iii) the form of the Mississippi Development Bank Bond Purchase Agreement, to be dated the date of sale of the

Bank Bonds (the "**Bond Purchase Agreement**"), by and among the Bank, the City and the Lender, which provides for the sale of the Bank Bonds to the Lender to be executed by the City in connection with the issuance of the Bank Bonds (together, the "**City Documents**").

11. The Governing Body does now find, determine and adjudicate that each of the City Documents referred to above, which City Documents are now before the Governing Body, is in appropriate form and are in appropriate document for the purposes identified.

12. The City will make payments on the City Bond in amounts sufficient to pay the principal of, premium, if any, and interest on the Bank Bonds, as and when the same shall become due and payable.

13. The Governing Body does now find, determine and adjudicate that all conditions, acts and things required by the Act, the MS NMTC Act and the Constitution and laws of the State to have existed, to have happened and to have been performed precedent to and in connection with the adoption of this Bond Resolution, the adoption of the Term Sheet, the sale and issuance of the City Bond to the Bank, the sale and issuance of the Bank Bonds, the execution by the City of the Bond Purchase Agreement and the City Bond Purchase Agreement have happened and have been performed in regular and due time, form and manner as required by law.

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 the City Bond by those who shall hold the same from time to time, this Bond Resolution shall constitute a contract between the City and the Registered Owner from time to time of the City Bond. 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 Owner shall be for the equal benefit, protection and security of the Registered Owner of the City Bond, all of which, regardless of the time or times of its authentication and delivery or maturity, shall be of equal rank without preference, priority or distinction.

SECTION 2. The City Bond is hereby authorized and ordered to be prepared and issued in the principal amount of not to exceed Seven Million Five Hundred Thousand Dollars (\$7,500,000) to raise money for the Project as authorized by the Act.

SECTION 3. (a) Payments of interest on the City Bond 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 City Bond shall be registered as to both principal and interest; shall be dated the date of delivery thereof, shall be issued in a single denomination equal to the principal amount thereof; shall be numbered one; shall bear interest from the date thereof at the rate or rates borne by the Bank Bonds (as provided in the Indenture), payable on an Interest Payment Date; and shall mature and become due and payable in the same manner and at the same dates and times as provided for the Bank Bonds in the Indenture.

(c) The City Bond is subject to redemption prior to maturity thereof at the times, to the extent, in the manner and in the amounts that the Bank Bonds are subject to optional and mandatory redemption as provided in Section 4.01 of the Indenture.

SECTION 4. (a) When the City Bond shall have been validated and executed as herein provided, they shall be registered as an obligation of the City in the office of the City Clerk in a record maintained for that purpose, and the City Clerk shall cause to be imprinted upon the City Bond, over his manual or facsimile signature and manual or facsimile seal, his certificate in substantially the form set out in Section 6.

(b) The City Bond shall be executed by the manual or facsimile signature of the Mayor and countersigned by the manual or facsimile signature of the City Clerk, with the seal of the City imprinted or affixed thereto; provided, however all signatures and seals appearing on the City Bond, 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 City Bond 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 City Bond shall be delivered to the Bank upon payment of the purchase price therefor in accordance with the terms and conditions of the Indenture, together with a complete certified transcript of the proceedings had and done in the matter of the authorization, issuance, sale and validation of the City Bond, and the final, unqualified approving opinion of Bond Counsel, which opinion shall be imprinted on the City Bond.

(d) Prior to or simultaneously with the delivery of the City Bond by the Transfer Agent, the City shall file with the Transfer Agent:

(i) a copy, certified by the City Clerk, of the transcript of proceedings of the Governing Body in connection with the authorization, issuance, sale and validation of the City Bond; and

(ii) an authorization to the Transfer Agent, signed by the Mayor, to authenticate and deliver the City Bond to the Bank.

(e) At delivery, the Transfer Agent shall authenticate the City Bond and deliver it to the Bank thereof upon payment of the purchase price of the City Bond to the City.

SECTION 5. (a) The City hereby appoints the Trustee designated under the Indenture as the Paying Agent, Trustee and Transfer Agent for the City Bond. The City specifically reserves the right to hereafter designate and/or approve a separate Paying Agent, Transfer Agent and/or Trustee in its discretion, subject, however to the terms and conditions of the Indenture, as hereinafter provided.

(b) So long as the City Bond shall remain outstanding, the City shall maintain with the Transfer Agent records for the registration and transfer of the City Bond. The Transfer Agent is hereby appointed registrar for the City Bond, 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, the City Bond if 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 the function of the Trustee, Paying Agent and Transfer Agent pursuant to the terms and conditions stated in Section 11.05 and 11.06 of the Indenture.

(ii) In the event of the resignation or removal of the Agent, a successor Agent shall be selected as provided in Section 11.07 of the Indenture.

(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, list of Registered Owner and all other records, documents and instruments relating to its duties as such Agent.

(iv) The provisions of Section 11.08 of the Indenture shall govern the acceptance of any appointment of a successor Agent.

(v) 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.

(vi) 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 City Bond.

(vii) 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.

SECTION 6. The City Bond shall be in substantially the following form, with such appropriate variations, omissions and insertions as are permitted or required by this Bond Resolution:

[BOND FORM]

THIS CITY BOND HAS BEEN ASSIGNED TO CADENCE BANK, _____, _____, AS TRUSTEE UNDER AN INDENTURE OF TRUST, DATED _____, 2022, BY AND BETWEEN THE MISSISSIPPI DEVELOPMENT BANK AND THE TRUSTEE. THIS CITY BOND IS REGISTERED IN THE NAME OF THE TRUSTEE AND IS NON-TRANSFERRABLE EXCEPT AS PERMITTED IN THE INDENTURE.

UNITED STATES OF AMERICA
STATE OF MISSISSIPPI
HINDS COUNTY
CITY OF JACKSON
GENERAL OBLIGATION BOND
SERIES 2022

NO. 1

\$ _____

Rate of Interest

Maturity

Dated Date

%

_____, 2022

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 City Bond, at the principal office of _____, _____, _____, or its successor, as paying agent (the "Paying Agent") for the General Obligation Bond, Series 2022, of the City (the "City Bond"), on the maturity date identified above, the principal amount identified above. Payment of the principal amount of this City 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 City Bond (the "Transfer Agent") at the times and periods as provided in the Indenture (herein defined).

The City further promises to pay interest on such principal amount from the date of this City Bond 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 Record Date (as defined in the Bond Resolution defined below).

Payments of principal of and interest on this City Bond shall be made by check or draft mailed on the Interest Payment Date (as defined in the Bond Resolution) to such Registered Owner at his address as it appears on such registration records.

This City Bond is issued under the authority of the Constitution and statutes of the State of Mississippi, including Sections 21-33-301 *et seq.*, Mississippi Code of 1972, as amended (the "City Bond Act") and Sections 31-25-1 *et seq.*, Mississippi Code of 1972, as amended (the

"Bank Act" and together with the City Bond Act, the "**Act**"), and by the further authority of proceedings duly had by the City Council of the City, including a resolution adopted November 8, 2022 (the "**Bond Resolution**").

This City Bond is issued in the aggregate authorized principal amount of not to exceed Seven Million Five Hundred Thousand Dollars (\$7,500,000) to raise money for the purpose of repairing, improving, adorning and equipping the Arts Center of Mississippi and the Russell C. Davis Planetarium and for other authorized purposes in connection with same including constructing, improving and paving streets, sidewalks, driveways, parkways, walkways and public parking facilities in connection with making improvements to both the Arts Center of Mississippi and the Russell C. Davis Planetarium and for other authorized purposes under the Act, including funding capitalized interest, if applicable and paying the costs of issuance of this City Bond and the Bank Bonds.

The City will duly and punctually pay the principal of, premium, if any, and interest on the City Bond at the dates and the places and in the manner mentioned in the Bond Resolution, according to the true intent and meaning thereof. Notwithstanding any schedule of payments upon the City Bond, the City agrees to make payments upon the City Bond and be liable therefor at such times and in such amounts (including principal, premium, if any, and interest) so as to provide for payment of the principal of, premium, if any, and interest on the not to exceed \$7,500,000 Mississippi Development Bank Special Obligation Bonds, Series 2022 (Jackson, Mississippi General Obligation Planetarium Improvement Bond Project) (the "**Bank Bonds**"), outstanding under the Indenture of Trust, by and between the Mississippi Development Bank and _____, _____, _____, as trustee (the "Trustee"), dated _____, 2022 (the "**Indenture**") when due whether upon a scheduled interest payment date, at maturity or by mandatory redemption or optional redemption.

Reference is hereby made to the Bond Resolution and to all amendments and supplements thereto for the provisions, among others, with respect to the nature and extent of the security for the Bondholder, the rights, duties and obligations of the City and the Bondholder and the terms upon which the City Bond is or may be issued and secured.

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 City Bond is 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 bond fund of the City Bond, or has made other provisions for funds, to be applied toward the payment of the principal of and interest on the City Bond 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 City Bond as the same falls due.

This City Bond is the only evidence of indebtedness issued and outstanding under the Bond Resolution. This City Bond has been purchased by the Mississippi Development Bank and has been assigned to the Trustee under the Indenture; this City Bond is registered in the name of the Trustee and is non-transferrable except as provided in the Indenture.

The City and the Trustee may deem and treat the person in whose name this City Bond is registered as the absolute owner hereof, whether this City Bond shall be overdue or not, for the purpose of receiving payment of the principal of, redemption premium, if any, and interest on this City Bond and for all other purposes. All such payments so made to the registered owner shall be valid and effectual to satisfy and discharge the liability upon this City Bond to the extent of the sum or sums or paid, and neither the City nor the Trustee shall be affected by any notice to the contrary.

This City Bond shall only be redeemed under the Bond Resolution to the extent and in the manner required to redeem the Bank Bonds pursuant to the provisions of the Indenture.

Modifications or alterations of the Bond Resolution may be made only to the extent and under the circumstances permitted by the Indenture.

This City 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 City Bond, in order to make the same legal and binding general obligation 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 City 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 City 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 City 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, on this the ____ day of _____, 2022.

CITY OF JACKSON, MISSISSIPPI

BY: _____
Mayor

COUNTERSIGNED:

City Clerk
(SEAL)

CERTIFICATE OF REGISTRATION AND AUTHENTICATION

This City Bond is the City Bond described in the within mentioned Bond Resolution and is the General Obligation Bond, Series 2022, of the City of Jackson, Mississippi.

_____,
as Transfer Agent

BY: _____
Authorized Signatory

Date of Registration and Authentication: _____, 2022

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 City 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 _____, 2022.

City Clerk
(SEAL)

[END OF CITY BOND FORM]

SECTION 7. In case the City 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 City Bond of like date, number, maturity and tenor in exchange and substitution for and upon cancellation of such mutilated City Bond, or in lieu of and in substitution for such City 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 City Bond stolen, destroyed or lost, his filing with the City or Transfer Agent evidence satisfactory to them that the City Bond was stolen, destroyed or lost, and of its 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.

SECTION 8. For the purpose of effectuating and providing for the payment of the principal of and interest on the City Bond 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, premium, if any, and the interest on the City Bond and any additional obligations of the City under the Indenture; 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 2022 Bond Fund of the City Bond, or has made other provisions for funds, to be applied toward the payment of the principal of and interest on the City Bond 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 time, rate or amount. The avails of said tax are hereby irrevocably pledged for the payment of the principal of, premium, if any, and interest on the City Bond and any additional obligations of the City as aforesaid 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 Owner of the City Bond in any subsequent year to have adequate taxes levied and collected to meet all of the aforesaid obligations of the City Bond.

SECTION 9. Only if the City Bond shall have endorsed thereon a certificate of registration and authentication in substantially the form hereinabove set forth, duly executed by the Transfer Agent, shall the City Bond be entitled to the rights, benefits and security of this Bond Resolution. The City Bond shall not 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 the City 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 the City Bond that may be issued hereunder at any one time.

SECTION 10. Ownership of the City Bond shall be in the Bank or its assignee. The Person in whose name the City 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 the City 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 the City Bond to the extent of the sum or sums so paid.

SECTION 11. The City Bond shall be transferable only as provided in the Indenture. Upon the transfer of the City Bond, the City, acting through its Transfer Agent, shall issue in the name of the transferee a new City Bond of the same aggregate principal amount and maturity and rate of interest as the surrendered City Bond.

SECTION 12. (a) The City hereby establishes the 2022 Bond Fund which shall be maintained with a qualified depository in its name for the payment of the principal of and interest on the City Bond, and the payment of Agents' fees in connection therewith. There shall be deposited into the 2022 Bond Fund as and when received:

(i) The avails of any of the ad valorem taxes levied and collected pursuant to Section 8 hereof;

(ii) Any income received from investment of monies in the 2022 Bond Fund;
and

(iii) Any other funds available to the City which may be lawfully used for payment of the principal of, premium, if any, and interest on the City Bond or for other obligations of the City which may be due under the Indenture, and which the Governing Body, in its discretion, may direct to be deposited into the 2022 Bond Fund.

(b) As long as any principal of, premium, if any, and interest on the City Bond or the Bank Bonds remain outstanding and/or other obligations of the City remain outstanding under the Indenture, the City Clerk is hereby irrevocably authorized and directed to withdraw from the 2022 Bond Fund sufficient monies to make the payments necessary (the "Payments") to pay (i) the principal of, premium, if any, and interest coming due on the Bank Bonds, and (ii) any additional Payments necessary and required as obligations of the City under the Indenture, and to transfer same to the account of the Trustee in time to reach the Trustee at least five (5) days prior to the date on which said interest or principal and interest or premium, if any, on the Bank Bonds shall become due. The Trustee shall deposit all Payments received in the General Account of the General Fund of the Indenture, or such other fund or account in the Indenture as so directed in the Indenture.

SECTION 13. (a) The City hereby establishes the 2022 Construction Fund which shall be maintained with a qualified depository. The principal proceeds received upon the sale of the City Bond shall be deposited in the 2022 Construction Fund. Any income received from investment of monies in the 2022 Construction Fund shall be deposited in the 2022 Construction Fund and shall be used for the cost of the Construction Project and, if necessary, shall be deposited in the 2022 Bond Fund for the payment of debt service on the City Bond. From the 2022 Construction Fund there shall be held and disbursed moneys for the acquisition and construction of the Construction Project, as authorized by the Act. Any amounts which remain in the 2022 Construction Fund after the completion of the Construction Project shall be transferred to the 2022 Bond Fund and used as permitted under State law.

(b) Funds on deposit in the 2022 Construction Fund may be invested in Investment Securities, as defined in the Indenture, to the extent they are authorized by the Bank Act and applicable provisions of State law.

SECTION 14. (a) Payment of principal on the City Bond shall be made at the principal office of the Paying Agent; provided, however, the final payment of principal shall be made upon the presentation and surrender of the City Bond 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 City Bond 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 City Bond subsequent to the Record Date and prior to the due date of the interest.

(c) Principal of and interest on the City Bond shall be paid by check or draft mailed on an Interest Payment Date to the Registered Owner 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 and at the times as may be subsequently prescribed by the Transfer Agent.

SECTION 15. The City Bond shall be submitted to validation as provided by Chapter 13, Title 31, Mississippi Code of 1972, and to that end the City Clerk is hereby directed to make up a transcript of all legal papers and proceedings relating to the City Bond and to certify and forward the same to the State's Bond Attorney for the institution of validation proceedings.

SECTION 16. The City hereby covenants that it will not make any use of the proceeds of the City Bond or do or suffer any other action that would cause: (i) the Bank 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 Bank Bonds to be included in the gross income of the registered owners thereof for federal income taxation purposes; or (iii) the interest on the Bank Bonds to be treated as an item of tax preference under Section 57(a)(5) of the Code.

SECTION 17. The City represents as follows:

(a) The City shall take no action that would cause the Bank Bonds to be "federally guaranteed" within the meaning of Section 149(b) of the Code;

(b) The City shall take all necessary action to have the Bank Bonds registered within the meaning of Section 149(a) of the Code; and

(c) The City will not employ any device or abusive transaction with respect to the investment of the proceeds of the Bank Bonds and, to the extent necessary, the City Bond.

SECTION 18. The City hereby covenants that it shall make, or cause to be made, the rebate required by Section 148(f) of the Code ("Rebate") in the manner described in Regulation §§1.148-1 through 1.148-11, as such regulations and statutory provisions may be modified

insofar as they apply to the City Bond and the Bank Bonds. In accordance therewith, the City shall:

(a) Within sixty (60) days of the last day of the fifth and each succeeding fifth "bond year" (which shall be the five-year period ending on the date five years subsequent to the date of the closing, unless another date is selected by the Governing Body of the City, and each succeeding fifth "bond year"), and within sixty (60) days of the date the City Bond is discharged the City shall (i) calculate, or cause to be calculated, the "rebate amount" as of each "computation date" or the "final computation date" attributable to any investment in "investment-type property" made by the City, of "gross proceeds" of the Bank Bonds and the City Bond, and (ii) remit the following to the United States Treasury within sixty (60) days of the last day of the fifth and each succeeding fifth "bond year": (A) an amount of money equal to such "rebate amount" (treating for purposes of such calculation any previous payments made to the United States Treasury on account of such "rebate amount" as if the payment on any such date was an "expenditure" constituting a "rebate payment"), (B) the calculations supporting the amount of "rebate amount" attributable to any investments in "investment-type property" made by the City of gross proceeds of the Bank Bonds and the City Bond and (C) any other information required to comply with Section 148 of the Code.

(b) The City shall keep accurate records of each investment-type property (as that term is defined in Section 148(b) of the Code), if any, acquired, directly or indirectly, with "gross proceeds" of the City Bond and/or the Bank Bonds and each expenditure it makes with "gross proceeds." Such records shall include the purchase price, nominal interest rate, dated date, maturity date, type of property, frequency of periodic payments, period of compounding, yield to maturity, amount actually or constructively realized on disposition, disposition date, and evidence of the "fair market value" of such property on the purchase date and disposition date (or deemed purchase or disposition date), for each item of such "investment-type property".

SECTION 19. The City is hereby authorized to (a) pursue additional subsidy for the Project (as defined herein) by participating in a transaction utilizing federal New Markets Tax Credits pursuant to Section 45D of the Internal Revenue Code of 1986, as amended (the "**Code**"), and/or Mississippi Equity Investment Tax Credits pursuant to Sections 57-105-1, Mississippi Code of 1972, as amended and/or supplemented from time to time (the "**MS NMTC Act**") (collectively, the "**NMTC Financing**") to finance the Project (as defined herein), (b) authorize the use of a Public Entity (the "**Public Entity**") to be utilized as defined specifically pursuant to § 57-105-1 (7)(b)(iii) of the MS NMTC Act; and (c) enter into or approve various leases, loans and other financing arrangements with such a Public Entity for the purpose of utilizing such NMTC Financing as may be approved by further action of the Governing Body. As a condition precedent to the execution of any document described in paragraph (c) immediately above, Bond Counsel shall provide an opinion addressed to the Bank, the City and the Lender that such NMTC Financing will not adversely impact the tax-exempt status of the Bank Bonds under the Code. The form of such Bond Counsel opinion, including qualifications thereunder, must be acceptable to the Bank, the City, the Lender and Bond Counsel.

SECTION 20. The City Bond shall be sold to the Bank based on the terms and conditions of the sale of the Bank Bonds by the Bank to the Lender. The Bank Bonds are being sold pursuant to a negotiated direct placement in the form of a bank loan from Cadence Bank consistent with Lender's Term Sheet.

SECTION 21. The Bank Bonds are being sold to Cadence Bank without a view for distributing said Bank Bonds. The Lender shall be required to execute a certification at closing to the effect that the Bank Bonds are being purchased for the account of the Lender without the intent to distribute. Based on the foregoing, the Bank Bonds will be exempt from the continuing disclosure requirements of Securities Exchange Act Rule 15c-2-12.

SECTION 22. The City may issue Additional Bonds in one or more series pursuant to a supplement to this Bond Resolution to provide funds for approved projects of the City so long as: (a) no default has occurred and is continuing under this Bond Resolution or the Indenture; and (b) there shall have been filed with the Trustee an opinion of Bond Counsel that the exclusion from gross income for federal income tax purposes of interest on the Bank Bonds then outstanding under the Indenture shall not be adversely affected. Such series of Additional Bonds shall be appropriately designated, shall be dated, shall bear interest at a rate or rates not exceeding the maximum rate then permitted by law, shall be numbered, shall have such paying agents and shall have such maturities and redemption provisions, all as may be provided in the supplement to this Bond Resolution or separate resolution authorizing the issuance of such series of Additional Bonds. Refunding bonds may be issued under and secured by a supplement to this Bond Resolution for the purpose of providing funds for the refunding of the City Bond and Additional Bonds, upon compliance with the provisions above. It is intended that this Section 21 allow for the provision of Additional Bonds and refunding bonds commensurate with the ability of the Bank to issue additional Bank Bonds and refunding Bank Bonds as provided in Article II of the Indenture.

SECTION 23. (a) The Bank and the City, without the consent of the owners of any of the Bank Bonds outstanding under the Indenture, may enter into supplements to this Bond Resolution which shall not be inconsistent with the terms and provisions hereof for any of the purposes heretofore specifically authorized in this Bond Resolution or the Indenture, and in addition thereto for the following purposes:

- (i) To cure any ambiguity or formal defect or omission in the Indenture;
- (ii) To grant to or confer upon the Trustee for the benefit of the Bondholders any additional benefits, rights, remedies, powers or authorities that may lawfully be granted to or conferred upon the Bondholders or the Trustee, or to make any change which, in the opinion of Bond Counsel, does not materially and adversely affect the interest of the owners of the Outstanding City Bond and does not require unanimous consent of the Bondholders pursuant to Section 12.01 of the Indenture;
- (iii) To subject to the Indenture additional Revenues, properties or collateral;
- (iv) To modify, amend or supplement the Indenture or any indenture supplemental thereto in such manner as to permit the qualification thereof and thereof under the Trust Indenture Act of 1939 or any similar federal statute hereafter in effect or to permit the qualification of the Bank Bonds for sale under the securities laws of the United States of America or of any of the states of the United States of America, and, if they so determine, to add to the Indenture or any indenture supplemental thereto such other terms, conditions and provisions as may be permitted by said Trust Indenture Act of 1939 or similar federal statute;

(v) To evidence the appointment of a separate or co-trustee or the succession of a new Trustee under the Indenture or the succession of a new registrar and/or paying agent; and

(vi) In connection with issuance of refunding bonds.

(b) The provisions of this Bond Resolution may be amended in any particular with the written consent of the Bank and the owners of not less than a majority of the aggregate principal amount of Bank Bonds then outstanding; provided, however, that no such amendment may be adopted which decreases the percentage of owners of Bank Bonds required to approve any amendment, or which permits a change in the date of payment of the principal of or interest on any Bank Bonds or of any redemption price thereof or the rate of interest thereon.

(c) If at any time the Bank and the City shall request the Trustee to consent to a proposed amendment for any of the purposes of this Section 22, the Trustee shall, upon being satisfactorily indemnified with respect to expenses, cause notice of the proposed execution of such proposed amendment to be given in the manner required by the Indenture to redeem Bank Bonds. Such notice shall briefly set forth the nature of the proposed amendment and shall state that copies thereof are on file at the principal corporate trust office of the Trustee for inspection by all holders of Bank Bonds. If, within 60 days or such longer period as shall be prescribed by the Bank following such notice, the owners of not less than a majority in aggregate principal amount of the Bank Bonds outstanding at the time of the execution of any such proposed amendment shall have consented to and approved the execution thereof as herein provided, no owner of any Bank Bond shall have any right to object to any of the terms and provisions contained therein, or the operation thereof, or in any manner to question the propriety of the execution thereof, or to enjoin or restrain the Trustee, the City or the Bank from executing or approving the same or from taking any action pursuant to the provisions thereof. Upon the execution of any such proposed amendment as in this Section permitted and provided, this Bond Resolution shall be and be deemed to be modified and amended in accordance therewith.

(d) Copies of any such supplement or amendment shall be filed with the Trustee and delivered to the Bank and the City before such supplement or amendment may become effective.

SECTION 24. The Mayor, the City Clerk and any other Authorized Officers of the Governing Body are authorized to execute and deliver such resolutions, agreements, certificates and other documents as are required for the sale, issuance and delivery of the City Bond.

SECTION 25. The City hereby approves and acknowledges the Indenture and the terms and provisions thereof in the form attached as **EXHIBIT A** to this Bond Resolution with such completions, changes, insertions and modifications as shall be approved by the Mayor or Clerk and recognizes that many items governing the terms and conditions of the City Bond are based upon terms, limitations and conditions provided in the attached Indenture.

SECTION 26. The City Bond is hereby awarded and sold to the Bank, in accordance with the terms hereof and the City Bond Purchase Agreement submitted to the Governing Body in the form as provided in **EXHIBIT B** hereto. Cadence Bank shall purchase the Bank Bonds pursuant to the terms provided in the Term Sheet attached hereto and the City hereby approves the sale of the Bank Bonds by the Bank subject to the approval by the Mayor of the following:

(1) compliance of the City with the provisions of Act regarding the issuance of its City Bond; (2) Bank Bonds in an amount not to exceed \$7,500,000; (3) approval by the City of the sale of the City Bond to the Bank evidenced by the City's execution of the City Bond Purchase Agreement; (4) maturity schedule for Bank Bonds of not to exceed 20 years; and (6) terms and provisions of the Bank Bonds in compliance with the Act.

SECTION 27. The Governing Body hereby approves the form of and execution of the City Bond Purchase Agreement and hereby authorizes the Mayor and the Clerk to execute the City Bond Purchase Agreement on behalf of said Governing Body. All provisions of the City Bond Purchase Agreement, when executed as authorized herein, shall be incorporated herein, and shall be deemed to be part of this resolution fully and to the same extent as if separately set out verbatim herein, which said City Bond Purchase Agreement shall be in substantially the form as provided hereto, with such completions, changes, insertions and modifications as shall be approved by the officers executing and delivering the same.

SECTION 28. Pursuant to a solicitation conducted by its Municipal Advisor, the Governing Body's request for term sheets resulted in the attached term sheet heretofore as **EXHIBIT C**. The Governing Body hereby approves the execution of the Term Sheet of Cadence Bank and hereby authorizes the Mayor to execute the Term Sheet on behalf of said Governing Body. All provisions of the Term Sheet when executed as authorized herein, shall be incorporated herein, and shall be deemed to be part of this resolution fully and to the same extent as if separately set out verbatim herein, as provided hereto, with such completions, changes, insertions and modifications as shall be approved by the officers executing and delivering the same.

SECTION 29. The Mayor is hereby given the authority to designate the trustee under the Indenture (the "**Trustee**"), providing for the issuance of the Bank Bonds, such designation and approval to be evidenced by the execution of closing documents and certificates by the Executive Director of the Bank, acting for and on behalf of the Bank, and the Mayor of the City, acting for and on behalf of the City.

SECTION 30. The Mayor and/or the Clerk are hereby authorized and directed to sign requisitions and perform such other acts as may be necessary to authorize the payment by the Trustee for the Bank Bonds on the closing date of the Bank Bonds the costs of issuance of said Bank Bonds and cost of issuance for the City Bond of the City; provided, however, total costs of issuance for said Bank Bonds and the City Bond shall not exceed five (5%) percent of the par amount of the Bank Bonds.

SECTION 31. Upon receiving the recommendation of the Municipal Advisor, the Mayor and Clerk are hereby authorized and directed to make all final determinations necessary to prepare the Indenture, the sale of the Bank Bonds, including the date of sale, the dated date of the Bank Bonds, the final principal amount of the Bank Bonds, the maturity schedule relating to the Bank Bonds, the redemption terms of the Bank Bonds and any other terms thereof; provided, however, that all such determinations shall be made subject to approval by the Bank for the sale of the Bank Bonds and the execution of the Term Sheet by the Mayor, acting for and on behalf of the City.

SECTION 32. Prior to their delivery, the City Bond shall be validated pursuant to Sections 31-13-1 *et seq.*, Mississippi Code of 1972, as amended, by the Chancery Court of Hinds County, Mississippi.

SECTION 33. The Mayor and Clerk be, and they are hereby authorized and directed for and on behalf of the Governing Body, to take any and all such action as may be required by the City to carry out and to give effect to the aforesaid documents authorized pursuant to this resolution and to execute all papers, documents, certificates and other instruments that may be required for the carrying out of the authority conferred by this resolution in order to evidence said authority, including the approval of the final Term Sheet in connection with the Bank Bonds.

SECTION 34. All orders, resolutions or proceedings of the Governing Body in conflict with any provision hereof shall be, and the same are hereby repealed, rescinded and set aside, but only to the extent of such conflict. For cause, this Bond Resolution shall become effective upon the adoption hereof.

[Remainder Intentionally Left Blank]

Council Member _____ made the motion and Council Member _____ seconded the motion to adopt the foregoing resolution, and the question being put to a roll call vote, the result was as follows:

Yeas:

Nays:

Abstained:

Absent:

The President of the Council then declared the resolution passes and adopted this the 8th day of November 2022.

APPROVED BY:

/s/ Ashby Foote
PRESIDENT OF THE CITY COUNCIL

/s/ Chokwe Antar Lumumba
MAYOR

ATTEST:

/s/ Angela Harris
CITY CLERK

(SEAL)

EXHIBIT A
FORM OF THE INDENTURE

EXHIBIT B
FORM OF CITY BOND PURCHASE AGREEMENT

EXHIBIT C
TERM SHEET

OFFICE OF THE CITY ATTORNEY

This RESOLUTION (I) AUTHORIZING AND DIRECTING THE ISSUANCE OF A GENERAL OBLIGATION BOND, SERIES 2022 (THE "CITY BOND"), OF THE CITY OF JACKSON, MISSISSIPPI, IN THE PRINCIPAL AMOUNT OF NOT TO EXCEED SEVEN MILLION FIVE HUNDRED DOLLARS (\$7,500,000) TO (I) RAISE MONEY FOR PURPOSE OF REPAIRING, IMPROVING, ADORNING AND EQUIPPING THE ARTS CENTER OF MISSISSIPPI AND THE RUSSELL C. DAVIS PLANETARIUM AND FOR OTHER AUTHORIZED PURPOSES IN CONNECTION WITH SAME INCLUDING CONSTRUCTING, IMPROVING AND PAVING STREETS, SIDEWALKS, DRIVEWAYS, PARKWAYS, WALKWAYS AND PUBLIC PARKING FACILITIES IN CONNECTION WITH MAKING IMPROVEMENTS TO BOTH THE ARTS CENTER OF MISSISSIPPI AND THE RUSSELL C. DAVIS PLANETARIUM ALL PURUSANT TO SECTIONS 21-33-301 ET SEQ., MISSISSIPPI CODE OF 1972, AS AMENDED AND SUPPLEMENTED FROM TIME TO TIME AND SECTIONS 31-25-1 ET SEQ., MISSISSIPPI CODE OF 1972, AS AMENDED AND SUPPLEMENTED FROM TIME TO TIME, INCLUDING FUNDING CAPITALIZED INTEREST, IF APPLICABLE AND PAYING THE COSTS OF ISSUANCE FOR THE CITY BOND AND THE BANK BONDS, AS HEREIN DEFINED; (II) DIRECTING THE SALE AND AWARD OF THE CITY BOND; (III) APPROVING THE FORM OF AND EXECUTION OF THE CITY BOND PURCHASE AGREEMENT FOR THE SALE OF THE CITY BOND; (IV) APPROVING THE FORM OF AND EXECUTION OF THE TERM SHEET FOR THE SALE OF THE \$7,500,000 MISSISSIPPI DEVELOPMENT BANK SPECIAL OBLIGATION BONDS, SERIES 2022 (JACKSON, MISSISSIPPI GENERAL OBLIGATION PLANETARIUM IMPROVEMENT BOND PROJECT) (THE "BANK BONDS"); AND APPROVING THE FORM OF THE INDENTURE OF TRUST FOR THE BANK BONDS is legally sufficient for placement in NOVUS Agenda.



Catoria Martin, City Attorney

11/3/22


Date

Department of Human & Cultural Services



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

MEMORANDUM

To: Mayor Chokwe Antar Lumumba
From: Adriane Dorsey-Kidd 
Department of Human and Cultural Services
Date: November 3, 2022
Subject: No Protest Resolution – Planetarium/Arts Center GO Bonds

City Bond Resolution authorizing the sale and issuance of the City of Jackson, MS General Obligation Bond, Series 2022 in the amount of not to exceed \$7.5M for sale to the Mississippi Development Bank for the issuance of its not exceed \$7.5M Special Obligation Bonds, Series 2022 (City of Jackson, GO Bond Planetarium Improvement Project).

Please free to contact David Lewis, Tray Hairston, Fidelis Malembeka, or Ricardo Callendar with any questions or clarifications you may have.



**Bid Proposal by Cadence Bank
for
City of Jackson, MS
October 26, 2022**

As amended November 1, 2022

Cadence Bank is pleased to present the following proposal to the city of Jackson, Mississippi's Request for Proposals For direct Placement in the Form of a Bank Loan Associated With the City Of Jackson, Mississippi's \$7,500,000 General Obligation Bond, Series 2022 dated October 13, 2022.

Borrowing Terms

Our proposal has been fully approved by Cadence and is subject to the terms, conditions, stipulations, and requirements, etc which were put forth in the City's Request for Proposal For Direct Placement in the Form of a Bank Loan Associated with the city of Jackson, Mississippi \$7,500,000 General Obligation Bond, Series 2022 Dated October 13, 2022.

Borrower: City of Jackson, Mississippi

**Per Amount
Loan Amount:** Up to \$7,500,000.00 (Seven Million Five Hundred Thousand Dollars).

**Anticipated
Closing Date:** December 9, 2022, but no later than December 23, 2022.

**Rate and
Tax Status:** A fixed rate of 4.835% on a bank qualified tax exempt basis.

**Security
for the Bonds:** The Bond will be a General Obligation of the City of Jackson, Mississippi and the Full Faith and Credit and resources of the city are hereby irrevocably pledged for the principal and interest on the Bonds.

We would like (open for discussion) for the Full Faith and Credit of the city to be supported by a Tax Intercept Agreement.

**Interest
Payments:** Interest Payments for the Bonds will be made semi-annually on June 1, and December 1, commencing on June1, 2023.

Interest will be calculated on the basis of a 360-day year or (12) consecutive thirty (30) day months.



Principal Payments:

Principal payments will be due annually beginning December 1, 2024 and the final maturity is on December 1, 2037

Structure of the Bonds:

The Bonds will be structured with each year's principal due to achieve a level debt service of principal payments. With \$7,500,000 over fourteen yearly payments, the approximate yearly payment is \$535, 714.00.

Optional Redemption:

The Bonds will be redeemable prior to final maturity at the option of the City, without penalty or premium, at any time on or after December 1, 2029.

Bank Counsel Fee:

We intend to hire Watkins and Eager as our Bank Counsel and the not to exceed fee is \$5,000.00

Breakage Fee: NONE

This commitment is good through December 23, 2022 unless extended in writing by Cadence Bank.

Cadence Bank
Representative

A handwritten signature in black ink, appearing to read "Michael D. Booker", written over a horizontal line.

Michael D. Booker
Jackson Market President

Date

November 1, 2022

CITY BOND PURCHASE AGREEMENT

THIS CITY BOND PURCHASE AGREEMENT (this "**Agreement**") is dated the ____ day of _____, 2022, by and between the **MISSISSIPPI DEVELOPMENT BANK**, a public body corporate and politic (the "**Bank**" or "**Issuer**"), created pursuant to the provisions of Sections 31-25-1 *et seq.*, Mississippi Code of 1972, as amended (hereinafter referred to as the "**Bank Act**"), having its principal place of business in the City of Jackson, Mississippi, and the **CITY OF JACKSON, MISSISSIPPI** (the "**City**"), a local governmental unit under the Act.

WITNESSETH:

WHEREAS, pursuant to the Bank Act, the Bank is authorized to purchase securities (as defined in the Bank Act) issued by local governmental units (as defined in the Bank Act); and

WHEREAS, the City has duly authorized the issuance of its general obligation bond designated the City of Jackson, Mississippi General Obligation Bond, Series 2022 in the form of one fully registered bond, in the principal amount of _____ Million Dollars (\$_____) (the "**City Bond**") as authorized by Sections 21-33-301 *et seq.*, Mississippi Code of 1972, as amended (the "**City Bond Act**" and together with the Bank Act, the "**Act**") and the Bank Act; and

WHEREAS, the City Bond is expected to be purchased by the Bank in accordance with the terms and conditions of this Agreement; and

WHEREAS, the Bank has adopted a resolution approving an Indenture of Trust (the "**Indenture**"), dated _____, 2022, by and between the Bank and _____ Bank, _____, _____, a state banking corporation (the "**Trustee**"), authorizing the issuance of its \$_____ Mississippi Development Bank Special Obligation Bonds, Series 2022 (Jackson, Mississippi General Obligation Planetarium Improvement Bond Project) (the "**Bank Bonds**"), the proceeds of which will be used to purchase the City Bond.

NOW, THEREFORE, the Bank and the City agree:

1. Subject to the terms and conditions of this Agreement, the Bank hereby agrees to purchase the City Bond and the City hereby agrees to sell to the Bank the City Bond at the price of \$_____ and less \$_____ for deposit to the Costs of Issuance Account (as defined in the Indenture); which equals the balance of \$_____ to be deposited on behalf of the City into the 2022 Construction Fund, as defined in and pursuant to that certain Bond Resolution (the "**City Bond Resolution**"), adopted by the City Council of the City on November 8, 2022. The terms of the City Bond are set forth in the City Bond Resolution and incorporated herein by reference.

2. The City will take all action required by law to enable it to issue and sell the City Bond to be purchased by the Bank, and the City's obligation to issue and sell the City Bond and the Bank's obligation to purchase the City Bond are expressly contingent upon the City's taking

all steps and receiving all approvals required by the laws of the State of Mississippi to issue the City Bond.

3. To the extent the City Bond is subject to the rebate requirement as set forth in Section 148(f) of the Internal Revenue Code of 1986, as amended, and the Regulations promulgated thereunder (the "Rebate Requirement"), the City agrees to pay the Bank for prompt payment to or to provide evidence to the Bank of payment to the United States of the Rebate Requirement determined by the City to result from the investment of moneys held by the City that constitute gross proceeds of the Bank Bonds. The City agrees to provide documentation to the Bank relative to the computation of the Rebate Requirement and payment of such Rebate Requirement when required.

4. At such time as the Bank shall reasonably request and in any event prior to the delivery to the Bank of the City Bond, which City Bond shall be in the form set forth in the City Bond Resolution and registered in the name of _____ Bank, _____, _____, as the assignee of the Bank, the City shall furnish to the Bank a transcript of proceedings and an opinion of bond counsel satisfactory to the Bank which shall set forth, among other things, the unqualified approval of the validity and authorized issuance of the City Bond. The City shall bear the cost of obtaining such bond counsel's opinion.

5. The City and the Bank agree that the City Bond and the payments to be made thereon may be pledged or assigned by the Bank only under and to the extent provided in the Indenture.

6. The City agrees to furnish to the Bank as long as the City Bond remains outstanding annual financial reports, audit reports and such other financial information as is reasonably requested by the Bank, including information which may concern the tax-exempt status of the Bank Bonds and the City's and the Bank's obligation to rebate excess earnings according to the Rebate Requirement.

7. If any provision of this Agreement shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such provision shall not affect any of the remaining provisions of the Agreement and this Agreement shall be construed and in force as if such invalid or unenforceable provision had not been contained herein.

8. If the Bank does not deliver said Bank Bonds and receive payment therefor on or before _____, 2022, the City may rescind this Agreement by giving written notice of such rescission to the Executive Director of the Bank. The Bank is obligated to purchase the City Bond solely from proceeds of the Bank Bonds.

9. This Agreement may be executed in one or more counterparts, any of which shall be regarded for all purposes as an original and all of which constitute but one and the same instrument. The Bank and the City each agree that it will execute any and all documents or other instruments and take such other actions as may be necessary to give effect to the terms of this Agreement.

10. No waiver by either the Bank or the City of any term or condition of this Agreement shall be deemed or construed as a waiver of any other terms or conditions, nor shall a

waiver of any breach be deemed to constitute a waiver of any subsequent breach, whether of the same or of a different section, subsection, paragraph, clause, phrase or other provision of this Agreement.

11. This Agreement merges and supersedes all prior negotiations, representations, and agreements between the Bank and the City relating to the subject matter hereof and constitutes the entire agreement between the Bank and the City in respect hereof.

[the remainder of this page left blank intentionally]

IN WITNESS WHEREOF, we have set our hands unto this City Bond Purchase Agreement as of the day first above written.

MISSISSIPPI DEVELOPMENT BANK

(SEAL)

By: _____
Executive Director

ATTEST:

Secretary

Signature Page to City Bond Purchase Agreement, dated _____, 2022, by and between Mississippi Development Bank and the City of Jackson, Mississippi.

CITY OF JACKSON, MISSISSIPPI

(SEAL)

By: _____
Mayor

ATTEST:

City Clerk

Signature Page to City Bond Purchase Agreement, dated _____, 2022, by and between Mississippi Development Bank and the City of Jackson, Mississippi.

INDENTURE OF TRUST

BY AND BETWEEN

MISSISSIPPI DEVELOPMENT BANK

AND

_____ **BANK,**
AS TRUSTEE

DATED AS OF _____, 2022

RE:

**MISSISSIPPI DEVELOPMENT BANK
SPECIAL OBLIGATION BONDS, SERIES 2022
(JACKSON, MISSISSIPPI GENERAL OBLIGATION BOND PLANETARIUM
IMPROVEMENT PROJECT)**

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EXHIBIT A – FORM OF CITY BOND

INDENTURE OF TRUST

This **INDENTURE OF TRUST** is dated as of _____, 2022, by and between the **MISSISSIPPI DEVELOPMENT BANK**, a public body corporate and politic, of the State of Mississippi (the "State") exercising essential public functions (the "Bank"), organized under the provisions of Mississippi Code of 1972, Sections 31-25-1 *et seq.* (as from time to time amended, the "Bank Act") and _____ **BANK**, a state banking corporation duly organized and existing under the laws of the State of Mississippi and duly authorized to accept and execute trusts of the character herein with a corporate trust office in _____, _____, as Trustee (the "Trustee").

WITNESSETH:

WHEREAS, the Bank is authorized and empowered by the provisions of the Act to issue bonds for the purpose of buying Securities of Local Governmental Units (all as defined in the Bank Act); and

WHEREAS, the execution and delivery of this Indenture of Trust (this "Indenture") has been in all respects duly and validly authorized by a resolution duly passed and approved by the Board of the Bank.

NOW, THEREFORE, THIS INDENTURE OF TRUST WITNESSETH:

GRANTING CLAUSES

The Bank, in consideration of the premises and the acceptance by the Trustee of the trusts hereby created and of the purchase and acceptance of the Bonds (as hereinafter defined) by the owners thereof, and for other good and valuable consideration, the receipt of which is hereby acknowledged, in order to secure the payment of the principal of, premium, if any, and interest on the Bonds according to their tenor and effect and to secure the performance and observance by the Bank of all covenants expressed or implied herein and in the Bonds, does hereby grant, transfer, bargain, sell, convey, mortgage, assign and pledge, and grant a security interest in the rights, interests, properties, monies and other assets described in the following Granting Clauses to the Trustee and its successors in trust and assigns forever (collectively, the "Trust Estate"), for the securing of the performance of the obligations of the Bank hereinafter set forth, such grant, transfer, bargaining, sale, conveyance, mortgage, assignment, pledge and security interest, as described in the following Granting Clauses.

GRANTING CLAUSE FIRST

All cash and securities now or hereafter held in the Funds (as hereinafter defined) and Accounts (as hereinafter defined) created or established under this Indenture (other than the Rebate Fund) and the investment earnings thereon (other than the Rebate Fund) and all proceeds thereof (except to the extent in the Rebate Fund or any amounts which are transferred from such Funds and Accounts from time to time in accordance with this Indenture).

GRANTING CLAUSE SECOND

The City Bond (as hereinafter defined) acquired and held by the Trustee pursuant to this Indenture, all the payments thereunder, including Additional Payments as defined herein, due under the City Bond Resolution, all the earnings thereon and all proceeds thereof.

GRANTING CLAUSE THIRD

All funds, accounts and moneys hereinafter pledged to the Trustee as security by the Bank to the extent of that pledge.

TO HAVE AND TO HOLD all and singular the Trust Estate, whether now owned or hereafter acquired, unto the Trustee and its respective successors in trust and assigns forever;

IN TRUST NEVERTHELESS, upon the terms and trusts herein set forth for the equal and proportionate benefit, security and protection of all present and future owners of the Bonds issued under and secured by this Indenture without privilege, priority or distinction as to the lien or otherwise of any of the Bonds over any of the other Bonds except as otherwise expressly provided herein;

PROVIDED HOWEVER, that if the Bank shall pay or cause to be paid, or there shall otherwise be paid or made provision for payment of, the principal of and interest on the Bonds due or to become due thereon, at the times and in the manner mentioned in the Bonds, and shall pay or cause to be paid or there shall otherwise be paid or made provision for payment to the Trustee of all sums of money due or to become due according to the provisions hereof and shall otherwise comply with Article IX hereof, then this Indenture and the rights hereby granted shall cease, determine and be void; otherwise this Indenture to be and remain in full force and effect.

THIS INDENTURE OF TRUST FURTHER WITNESSETH, and it is expressly declared, that all Bonds issued and secured hereunder are to be issued, authenticated and delivered, and all said property, rights and interests, including, without limitation, the amounts hereby assigned and pledged, are to be dealt with and disposed of, under, upon and subject to the terms, conditions, stipulations, covenants, agreements, trusts, uses and purposes hereinafter expressed, and the Bank has agreed and covenanted, and does hereby agree and covenant, with the Trustee and with the respective owners, from time to time, of the Bonds, or any part thereof, as follows (subject, however, to the provisions of Sections 3.11 and 3.12 hereof):

ARTICLE I

DEFINITIONS AND RULES OF INTERPRETATION

SECTION 1.01 Definitions. The following words and phrases shall have the following meanings unless the context otherwise requires:

"Accounts" means the accounts created pursuant to Article VI hereof.

"Act" means together the Bank Act and the City Bond Act.

"Additional Payments" means such Additional Payments as required by this Indenture, which include, each and all of the following, to be paid by the City under the City Bond Resolution:

(a) all Costs of Issuance to the extent not paid from the proceeds of the Series 2022 Bonds;

(b) to or upon the order of the Trustee, upon demand, all fees of the Trustee for services rendered under the Indenture and all fees and charges of the paying agent, registrars, legal counsel, accountants, engineers, public agencies and others incurred in the performance on request of the Trustee of services required under the Indenture for which the Trustee and such other persons are entitled to payment or reimbursement; provided that after payment in full thereof the City may, without creating a default hereunder, contest in good faith the necessity or reasonableness of any such services, fees or expenses other than the Trustee's fees for ordinary services as set forth in the Indenture, paying agency fees and any fees or charges of public agencies;

(c) to the Issuer and the Trustee, the Administrative Expenses, and all other reasonable expenses incurred by the Issuer and the Trustee in relation to the Construction Project under the City Bond Resolution which are not otherwise required to be paid by the City under the terms of the City Bond Resolution and all indemnity payments required to be made under Section 11.09 hereof; and

(d) any and all out-of-pocket costs and expenses (including, without limitation, the reasonable fees and expenses of any counsel, accountants, appraisers or other professionals) incurred by the Trustee or the Issuer at any time, in connection with (i) the preparation, negotiation and execution of this Indenture, the City Bond, the City Bond Resolution and all other Bond Documents, any amendment of or modification of this Indenture, the City Bond, the City Bond Resolution or the other Bond Documents (including in connection with any sale, transfer, or attempted sale or transfer of any interest herein to a participant or assignee); (ii) any litigation, contest, dispute, suit, proceeding or action, whether instituted by the Issuer, the Trustee, the City or any other person in any way relating to the Construction Project, the City Bond, the City Bond Resolution, the other Bond Documents, or the City's affairs; (iii) any attempt to enforce any rights of the Trustee or the Issuer against the City or any other person which may be obligated to the Trustee and/or Issuer by virtue of the City Bond, the City Bond Resolution, the other Bond Documents or any other Construction Project related document; (iv) any action to protect, collect, sell, liquidate or otherwise dispose of the Construction Project; and (v) performing any of the obligations relating to or payment of any obligations of the City hereunder in accordance with the terms hereof or any other Bond Document.

"Authorized Officer" means the President, Vice President, or Executive Director or Secretary of the Bank or such other person or persons who are duly authorized to act on behalf of the Bank.

"Bank" means the Mississippi Development Bank, a body corporate and politic exercising essential public functions, or any successor to its functions organized under the Bank Act.

"Bank Act" means the provisions of Mississippi Code of 1972, Sections 31-25-1 *et seq.*, as amended from time to time.

"Bankruptcy Code" means the 11 U.S.C. Sections 101 *et seq.*, as amended or supplemented from time to time.

"Bond Counsel" means Butler Snow LLP or an attorney or firm of attorneys approved by the City and the Bank that is nationally recognized in the area of municipal law and matters relating to the exclusion of interest on state and local government bonds from gross income under federal tax law, including particularly compliance with Section 148(f) of the Code.

"Bond Issuance Expense Account" means the account by that name created by Section 6.02 hereof.

"Bond Register" means the registration records of the Bank kept by the Trustee to evidence the registration and transfer of the Bonds.

"Bondholder" or **"holder of Bonds"** or **"owner of Bonds"** or any similar term means the Registered Owner of any Bond.

"Bonds" means the Series 2022 Bonds and any Refunding Bonds.

"Business Day" means any day, other than a Saturday or Sunday, on which the Trustee or the City Hall of the City is not closed and on which the payment system of the Federal Reserve System, is operational.

"City" shall mean the City of Jackson, Mississippi, a "local governmental unit" under the Bank Act.

"City Bond" means the \$7,500,000 General Obligation Bond, Series 2022, of the City.

"City Bond Act" means the provisions of Mississippi Code of 1972, Sections 21-33-301 *et seq.*, as amended from time to time.

"City Bond Interest Payment" means that portion of a City Bond Payment which represents the interest due or to become due on City Bond held by the Trustee pursuant to this Indenture.

"City Bond Payment" means the amounts paid or required to be paid, from time to time, for principal, premium, if any, and interest on the City Bond held by the Trustee pursuant to this Indenture.

"City Bond Principal Payment" means that portion of a City Bond Payment which represents the principal due or to become due on the City Bond held by the Trustee pursuant to this Indenture.

"City Bond Purchase Agreement" means that certain City Bond Purchase Agreement, dated _____, 2022, by and between the City and the Bank in connection with the issuance and sale of the City Bond.

"City Bond Resolution" means that certain Bond Resolution adopted by the City on November 8, 2022, in connection with the issuance of the City Bond.

"Code" means the Internal Revenue Code of 1986 in effect on the date of issuance of the Series 2022 Bonds, and the applicable regulations or rulings promulgated or proposed thereunder, and any successor thereto.

"Construction Project" shall mean repairing, improving, adorning and equipping the Arts Center of Mississippi and the Russell C. Davis Planetarium and for other authorized purposes in connection with same including constructing, improving and paving streets, sidewalks, driveways, parkways, walkways and public parking facilities in connection with making improvements to both the Arts Center of Mississippi and the Russell C. Davis Planetarium and for other authorized purposes under the Act.

"Costs of Issuance" shall mean items of expense payable or reimbursable by or indirectly by the Bank and related to the authorization, sale, validation and issuance of the Bonds and the purchase and validation of the City Bond, which items of expense shall include, but not be limited to, printing costs, costs of reproducing documents, filing and recording fees, initial fees and charges of the Trustee, legal fees and charges, professional consultants' fees, financial advisor fees and expenses, costs of credit ratings, fees and charges for execution, transportation and safekeeping of Bonds, credit enhancements or liquidity facility fees, and other costs, charges and fees in connection with the foregoing.

"Counsel" means an attorney or firm of attorneys duly admitted to practice law before the highest court of any state and approved by the Bank and the Trustee.

"Default" means an event or condition the occurrence of which, with the lapse of time or the giving of notice or both, would become an Event of Default hereunder.

"Event of Default" means any occurrence or event specified in Section 10.01 hereof.

"Fees and Charges" means fees and charges established by the Bank from time to time pursuant to the Act which are payable by the City.

"Fiscal Year" means the Bank's fiscal year being the twelve month period from July 1 through the following June 30 or such other as may be established by the Bank.

"Funds" means the funds created pursuant to Article VI hereof (other than the Rebate Fund).

"General Account" means the account by that name created by Section 6.02 hereof.

"General Fund" means the fund by that name created by Section 6.02 hereof.

"Governmental Obligations" means to the extent permitted by State law (a) direct obligations of the United States of America; (b) obligations guaranteed as to principal and interest by the United States of America or any federal agency whose obligations are backed by the full faith and credit of the United States of America, including but not limited to: Department of Housing and Urban Development, Export-Import Bank, Farmers Home Administration (or successor thereto), Federal Financing Bank, Federal Housing Administration, Maritime Administration, Small Business Administration, which obligations include but are not limited to certificates or receipts representing direct ownership of future interest or principal payments on obligations described in clause (a) or in this clause (b) and which are held by a custodian in safekeeping on behalf of the holders of such receipts; and (c) obligations of any state of the United States of America or any political subdivision thereof, the full payment of principal of, premium, if any, and interest on which (i) is fully and unconditionally guaranteed or insured by the United States of America, or (ii) is provided for by an irrevocable deposit of the securities described in clause (i) to the extent such investments are permitted by law.

"Indenture" means this Indenture of Trust, and all supplements and amendments hereto entered into pursuant to Article XII hereof.

"Interest Payment Date" means any date on which interest is payable on the Bonds, and for the Series 2022 Bonds, March 1 and September 1, commencing March 1, 2022.

"Investment Securities" means any and all securities, instruments and the like in which the Bank is authorized from time to time to invest its funds under State law, including but not limited to Governmental Obligations.

"Local Governmental Unit" means (i) any county, municipality, utility district, regional solid waste authority, county cooperative service district or political subdivision of the State of Mississippi, (ii) the State of Mississippi or any agency thereof, (iii) the institutions of higher learning of the State of Mississippi, (iv) any education building corporation established for institutions of higher learning, or (v) any other governmental unit created under state law, such as the City, through programs of purchasing the bonds, notes or evidences of indebtedness of such local governmental units under agreements between such local governmental units and the Bank.

"Moody's" shall mean Moody's Investors Service.

"Notice Address" means, with respect to the City, the City's address given in connection with the sale of the City Bond to the Bank, and, with respect to the Bank, the Trustee and the Original Lender:

Bank: Mississippi Development Bank
735 Riverside Drive, Suite 300
Jackson, MS 39202
Attention: Executive Director

Trustee: _____ Bank

Attention: _____

Original Lender: _____
525 East Capitol Street
Jackson, MS 39201
Attention: _____

"Opinion of Bond Counsel" means an opinion by a nationally recognized firm experienced in matters relating to the tax exemption for interest payable on obligations of states and their instrumentalities and political subdivisions under federal law, and which is acceptable to the Bank and the Trustee.

"Opinion of Counsel" means a written opinion of Counsel addressed to the Trustee, for the benefit of the owners of the Bonds, who may (except as otherwise expressly provided in this Indenture) be Counsel to the Bank or Counsel to the owners of the Bonds and who is acceptable to the Trustee.

"Original Lender" means Cadence Bank, Jackson, Mississippi.

"Outstanding" or "Bonds Outstanding" means all Bonds which have been authenticated and delivered by the Trustee under this Indenture, including Bonds held by the Bank, except:

- (a) Bonds canceled after purchase in the open market or because of payment at or redemption prior to maturity;
- (b) Bonds deemed paid under Article IX hereof; and
- (c) Bonds in lieu of which other Bonds have been authenticated under Section 3.05, 3.06 or 3.10 hereof.

"Paying Agent" means _____ Bank, a state banking corporation, or any successor thereto, acting as the Paying Agent under the City Bond Resolution.

"Positive Cash Flow Certificate" means a certificate prepared in accordance with Section 5.11 hereof by the Bank to the effect that immediately after the occurrence or non-occurrence of a specific action or omission, as appropriate, Revenues expected to be received, together with other moneys expected to be held in the Funds and Accounts under this Indenture (other than the Rebate Fund) and available therefor in accordance with Section 5.11 (b) hereof,

will at least be sufficient on each Interest Payment Date to provide payment of the principal and interest of the Outstanding Bonds due on such date and the payment of Program Expenses, if any.

"Principal Office" means, as it relates to the Trustee, the address for the Trustee set forth under the definition of Notice Address above.

"Principal Payment Date" means the maturity date or the mandatory sinking fund redemption date of any Bond.

"Program" means the program for purchasing the City Bond by the Bank pursuant to the Bank Act.

"Program Expenses" means all of the fees and expenses of the Trustee relating to the Bonds or City Bond, any expenses for preparing Positive Cash Flow Certificates under Section 5.11 and costs of determining the amount rebatable, if any, to the United States of America under Section 6.11 hereof, all to the extent properly allocable to the Program and approved in writing by the Bank.

"Purchase Account" means the account by that name created by Section 6.02 hereof.

"Rebate Fund" means the fund by that name created by Section 6.02 hereof.

"Record Date" means, with respect to any Interest Payment Date, the fifteenth day of the calendar month next preceding such Interest Payment Date.

"Redemption Account" means the account by that name created by Section 6.02 hereof.

"Redemption Price" means, with respect to any Bond, the principal amount thereof, plus the applicable premium, if any, payable upon redemption prior to maturity.

"Refunding Bonds" means Bonds issued pursuant to Sections 2.04 and 2.05 hereof and any Supplemental Indenture.

"Registered Owner" means the person or persons in whose name any Bond shall be registered on the Bond Register.

"Related Documents" shall mean this Indenture and the City Bond Resolution.

"Revenues" means the Funds and Accounts and all income, revenues and profits of the Funds and Accounts referred to in the granting clauses hereof including, without limitation, all City Bond Payments and any Additional Payments paid to the Trustee under the City Bond Resolution.

"S&P" means Standard & Poor's Ratings Group, a division of The McGraw Hill Companies, its successors and assigns, and, if dissolved or liquidated or if it no longer performs the functions of a securities rating agency, "S&P" shall be deemed to refer to any other nationally

recognized securities rating agency designated by the City (with the approval of the Bank), by written notice to the Trustee.

"Secretary" means the Secretary or the Assistant Secretary of the Bank.

"Series 2022 Bonds" means \$7,500,000 Mississippi Development Bank Special Obligation Bonds, Series 2022 (Jackson, Mississippi General Obligation Bond Planetarium Improvement Project) issued pursuant to Section 2.01 of this Indenture.

"State" means the State of Mississippi.

"Supplemental Indenture" means an indenture supplemental to or amendatory of this Indenture, executed by the Bank and the Trustee in accordance with Article XII hereof.

"Trustee" means the state banking corporation or national banking association with corporate trust powers qualified to act as Trustee under this Indenture which may be designated (originally or as a successor) as Trustee for the owners of the Bonds issued and secured under the terms of this Indenture, and which shall initially be _____ Bank, _____, _____.

"Trust Estate" means the property, rights, and amounts pledged and assigned to the Trustee pursuant to the granting clauses hereof.

SECTION 1.02 Rules of Interpretation. For all purposes of this Indenture, except as otherwise expressly provided or unless the context otherwise requires:

(a) "This Indenture" means this instrument as originally executed and as it may from time to time be supplemented or amended pursuant to the applicable provisions hereof.

(b) All references in this instrument to designated "Articles," "Sections" and other subdivisions are to the designated Articles, Sections and other subdivisions of this instrument as originally executed. The words "herein," "hereof," "hereunder," and "herewith" and other words of similar import refer to this Indenture as a whole and not to any particular Article, Section or other subdivision.

(c) The terms defined in this Article or elsewhere in this Indenture have the meanings assigned to them in this Article or elsewhere in this Indenture, as the case may be, and include the plural as well as the singular.

(d) All accounting terms not otherwise defined herein have the meanings assigned to them in accordance with generally accepted accounting principles.

(e) Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders.

(f) The headings or captions used in this Indenture are for convenience of reference only and shall not define or limit or describe any of the provisions hereof or the scope or intent thereof.

ARTICLE II

AUTHORIZATION AND ISSUANCE OF BONDS

SECTION 2.01 Authorization and Issuance of Series 2022 Bonds. Bonds of the Bank to be known and designated as "Mississippi Development Bank Special Obligation Bonds, Series 2022 (Jackson, Mississippi General Obligation Planetarium Improvement Bond Project)," are hereby authorized to be issued. The aggregate principal amount of Series 2022 Bonds that may be issued, authenticated and Outstanding hereunder is Seven Million Five Hundred Thousand Dollars (\$7,500,000.00).

There is hereby created by this Indenture, in the manner and to the extent provided herein, a continuing pledge and lien to secure the full and final payment of the principal or Redemption Price of and interest on all of the Series 2022 Bonds issued pursuant to this Indenture. The Series 2022 Bonds shall be payable solely from the Revenues. The State shall not be liable on the Series 2022 Bonds and the Series 2022 Bonds shall not be a debt, liability, pledge of the faith or loan of the credit or moral obligation of the State. The Series 2022 Bonds shall contain on the face thereof a statement to the effect that the Bank is obligated to pay the principal of the Series 2022 Bonds, the interest and the redemption premium, if any, thereon only from the Revenues and that the State is not obligated to pay such principal, interest or redemption premium, if any, and that neither the faith and credit nor the taxing power of the State is pledged to the payment of the Series 2022 Bonds. In the Act, the State has pledged to and agreed with the holders of any Series 2022 Bonds that the State will not limit or alter the rights hereby vested in the Bank to fulfill the terms of any agreements made with the said Bondholders or in any way impair the rights and remedies of such holders until such Series 2022 Bonds, together with the interest thereon, with interest on any unpaid installments of interest, and all costs and expenses in connection with any action or proceeding by or on behalf of such holders of Series 2022 Bonds, are fully met and discharged. All Series 2022 Bonds shall mature on or before September 1, 2036.

SECTION 2.02 Purpose and Disposition of Series 2022 Bonds.

The purpose for issuing the Series 2022 Bonds is to fund the Purchase Account, in order to provide funds for the purchase of the City Bond to provide funds for the Construction Project and to fund the Bond Issuance Expense Account of the General Fund to pay Costs of Issuance. Upon the delivery of the Series 2022 Bonds and receipt of the net proceeds therefor, the Bank shall deliver to the Trustee proceeds of the Series 2022 Bonds in the amount of \$7,500,000.00 for deposit (i) into the Bond Issuance Expense Account of the General Fund, the sum of \$100,000.00 to pay Costs of Issuance; and (ii) into the Purchase Account, \$5,000,000.00 of the net proceeds to be distributed to the City as provided in the City Bond Purchase Agreement.

SECTION 2.03 General Description of the Series 2022 Bonds. The Series 2022 Bonds shall be issuable as fully registered bonds in the denomination of \$5,000 or any integral multiple thereof. The Series 2022 Bonds shall be numbered from 1 upward, as applicable.

Each Series 2022 Bond shall carry an original date of _____, 2022 and shall carry the date on which it is authenticated. If a Series 2022 Bond is authenticated on or prior to December 1, 2022, it shall bear interest from _____, 2022. Each Series 2022 Bond authenticated after March 1, 2022 shall bear interest from the most recent Interest Payment Date to which interest has been paid as of the date of authentication of such Series 2022 Bond unless such Series 2022 Bond is authenticated after a Record Date and on or before the next succeeding Interest Payment Date, in which event the Series 2022 Bond will bear interest from such next succeeding Interest Payment Date.

Interest on the Series 2022 Bonds shall be payable on June 1 and December 1 of each year, commencing June 1, 2023, until the Series 2022 Bonds are paid with the first principal payment commencing on December 1, 2024 until December 1, 2037. Interest will be calculated using a three hundred sixty (360) day year based on twelve (12) thirty (30) day months.

The Series 2022 Bonds shall mature on December 1 in the years and in the principal amounts, and shall bear interest at the rates per annum, all as set forth below:

<u>YEAR OF MATURITY</u>	<u>PRINCIPAL AMOUNT</u>	<u>INTEREST RATE</u>
2023	\$	
2024		
2025		
2026		
2027		
2028		
2029		
2030		
2031		
2032		
2033		
2034		
2035		
2036		
2037		

SECTION 2.04 Provisions for Issuance of Bonds. The Bonds shall be executed by Authorized Officers of the Bank for issuance under this Indenture and delivered to the Trustee and thereupon shall be authenticated by the Trustee and by it delivered to the Bank or to the purchasers/lenders thereof, as specified in a written order of the Bank, but only upon the receipt by the Trustee of:

- (a) An Opinion of Counsel dated as of the date of delivery thereof to the effect that (i) this Indenture and the performance by the Bank of its obligations

hereunder, have been duly authorized, and this Indenture has been duly executed and delivered by the Bank and constitutes the legal, valid and binding agreement of the Bank, enforceable in accordance with its terms; (ii) the Bonds have been duly authorized, sold, executed and delivered by the Bank, and are valid and binding obligations of the Bank enforceable in accordance with their terms; (iii) all resolutions and actions of the Bank relating to the documents in question and all related proceedings comply with all rules and regulations of the Bank and all approvals or other actions required to be obtained or taken by the Bank under the Act have been obtained or taken as required;

(b) A written order as to the delivery of such Bonds, signed by an Authorized Officer;

(c) A copy of the resolution adopted and approved by the Bank, authorizing the execution and delivery of this Indenture and the issuance and sale of such Bonds, certified by an Authorized Officer;

(d) [Reserved];

(e) An Opinion of Bond Counsel dated as of the date of delivery thereof;

(f) A certificate of an Authorized Officer that the issuance of such Bonds will not violate any limitations in the Act or any other laws of the State as to the amount of Bonds that may be Outstanding from time to time;

(g) A certificate of an Authorized Officer that the Act has not been repealed or amended in a manner that would adversely affect the rights of owners of such Bonds; and

(h) Such further documents, moneys and securities as are required by the provisions of this Section 2.04 or Article VII.

SECTION 2.05 RESERVED.

SECTION 2.06 Form of Bonds. The Bonds and the Trustee's certificate of authentication to be endorsed on the Bonds are all to be in substantially the following form, with necessary and appropriate variations, omissions and insertions as are permitted or required by this Indenture:

[The remainder of this page left intentionally blank.]

(FORM OF SERIES 2022 BOND)

(Front of Bond)

UNITED STATES OF AMERICA
STATE OF MISSISSIPPI
MISSISSIPPI DEVELOPMENT BANK
SPECIAL OBLIGATION BOND, SERIES 2022
(JACKSON, MISSISSIPPI GENERAL OBLIGATION BOND PLANETARIUM
IMPROVEMENT PROJECT)

NO. 1 \$7,500,000

<u>Interest Rate</u>	<u>Maturity Date</u>	<u>Original Date</u>	<u>Date of Authentication</u>	<u>CUSIP</u>
%	December 1, 2037	_____, 2022	_____, 2022	None

Registered Owner: _____

Principal Amount: SEVEN MILLION FIVE HUNDRED THOUSAND DOLLARS

Mississippi Development Bank, a body corporate and politic, exercising essential public functions ("Bank"), organized under the laws of the State of Mississippi, for value received, hereby promises to pay to the Registered Owner specified above, or registered assigns, upon surrender hereof, the principal amount stated above in lawful money of the United States of America but solely from the sources referred to herein and not otherwise, on the Maturity Date specified above, unless this Series 2022 Bond, as hereinafter defined, shall be redeemable and shall previously have been called for redemption and payment of the redemption price made or provided for, and to pay interest on such principal amount in like money, but solely from said sources, from the interest payment date to which interest has been paid as of the date of authentication of this Series 2022 Bond (unless this Series 2022 Bond is authenticated on or before _____ 1, 2022, then from _____, or unless this Series 2022 Bond is authenticated after _____ 1, 2022 and on or before the next succeeding interest payment date, then from such interest payment date or unless payment of the interest on this Series 2022 Bond is in default, then from such date when interest has been paid in full) at the Interest Rate per annum stated above, payable on each June 1 and December 1, commencing June 1, 2023 with the first principal payment commencing on December 1, 2024, until payment of such principal amount shall have been made upon redemption or at maturity. The principal of this Series 2022 Bond is payable at the principal corporate trust office of _____ Bank, as trustee (the "Trustee"), or at the principal corporate trust office of any successor trustee appointed under the Indenture hereinafter mentioned; and payments of interest hereon will be made to the Registered Owner hereof (whose name appears on the registration records kept by the Trustee at the close of business on the fifteenth day of the month prior to such Interest Payment Date) by check mailed on the Interest Payment Date by the Trustee to such Registered Owner at his address as it appears on the registration records of the Bank kept by the Trustee or at such other address as is furnished to the Trustee in writing by such Registered Owner or at the written election of the

Registered Owner of \$1,000,000 or more in aggregate principal amount of Series 2022 Bonds delivered to the Trustee at least one Business Day prior to the Record Date (as defined in the Indenture) for which such election will be effective by wire transfer to the Registered Owner or by deposit into the account of the Registered Owner if such account is maintained by the Trustee.

This Series 2022 Bond and the other Series 2022 Bonds, and the interest payable hereon and thereon, are payable solely by the Bank from the Revenues (as defined herein) and other funds of the Bank pledged therefor under the Indenture, which Revenues and funds include the payments on the City Bond (as hereinafter defined) purchased by the Bank. The Bank has no taxing power. This Series 2022 Bond and the other Series 2022 Bonds, both as to principal and interest, constitutes neither a debt, liability or loan of the credit of the State of Mississippi ("State") or any political subdivision thereof under the constitution or statutes of the State nor a pledge of the faith and credit, the taxing power or moral obligation of the State or any political subdivision thereof; provided, however, that the City Bond is a general obligation of the City. The issuance of the Series 2022 Bonds under the provisions of the Act, as hereinafter defined, does not, directly, indirectly or contingently, obligate the State or any political subdivision thereof to levy any form of taxation for the payment thereof or to make any appropriation for their payment and such Series 2022 Bonds do not now and shall never constitute a debt of the State or any political subdivision thereof within the meaning of the constitution or the statutes of the State and do not now and shall never constitute a charge against the credit of the State or any political subdivision thereof or a charge against the taxing power of the State or any political subdivision thereof. Neither the State nor any agent, attorney, member or employee of the State or of the Bank shall in any event be liable for the payment of the principal of, premium, if any, or interest on the Series 2022 Bonds or for the performance of any pledge, mortgage, obligation or agreement of any kind whatsoever which may be undertaken by the Bank. No breach by the Bank of any such pledge, mortgage, obligation or agreement may impose any liability, pecuniary or otherwise, upon the State or any agent, employee, attorney or member of the State or of the Bank, or any charge upon their general credit or upon the taxing power of the State. In the Act, the State has pledged and agreed with the holders of any Series 2022 Bonds that the State will not limit or alter the rights hereby vested in the Bank to fulfill the terms of any agreements made with the said Bondholders or in any way impair the rights and remedies of such holders until such Series 2022 Bonds, together with the interest thereon, with interest on any unpaid installments of interest, and all costs and expenses in connection with any action or proceeding by or on behalf of such holders of Series 2022 Bonds, are fully met and discharged.

This Series 2022 Bond is one of an authorized issue of bonds of the Bank known as Mississippi Development Bank Special Obligation Bonds, Series 2022 (Jackson, Mississippi General Obligation Bond Planetarium Improvement Project) ("**Series 2022 Bonds**") issued under and secured by an Indenture of Trust dated as of _____, 2022 ("**Indenture**"), duly executed and delivered by the Bank to _____ Bank, as Trustee ("Trustee"). The Series 2022 Bonds are limited in aggregate principal amount to Seven Million Five Hundred Thousand Dollars (\$7,500,000). The Series 2022 Bonds are issued pursuant to Sections 31-25-1 et seq., Mississippi Code of 1972, as amended ("**Bank Act**") and Sections 21-33-301 et seq., Mississippi Code of 1972, as amended (the "**City Bond Act**" and together with the Bank Act, the "**Act**"), to provide funds to purchase the City Bond to provide funds for the Construction Project (as hereinafter defined) and to pay costs of issuing the Series 2022 Bonds and the City Bond. The City is Jackson, Mississippi and the City Bond is the City of Jackson, Mississippi General

Obligation Bond, Series 2022 in the aggregate principal amount of \$7,500,000. The City Bond is a general obligation of the City secured and described in that certain Bond Resolution, adopted by the Mayor and City Council of the City on November 8, 2022 (the "City Bond Resolution"). The proceeds received by the City from the sale of the City Bond to the Bank will be used by the City for the purpose of providing funds for repairing, improving, adorning and equipping the Arts Center of Mississippi and the Russell C. Davis Planetarium and for other authorized purposes in connection with same including constructing, improving and paving streets, sidewalks, driveways, parkways, walkways and public parking facilities in connection with making improvements to both the Arts Center of Mississippi and the Russell C. Davis Planetarium and for other authorized purposes under the Act (the "Construction Project"), and paying the costs of issuance for the Series 2022 Bonds and the City Bond.

The City Bond Resolution, a certified copy of which is on file in the principal corporate trust office of the Trustee, provides that the City is unconditionally obligated to make payments secured by the full, faith and credit of the City in an aggregate amount sufficient, with any other funds available therefor, for the payment in full of the principal of, premium, if any, and interest on all Bonds issued and Outstanding under the Indenture, to the date of payment thereof, and certain costs, expenses and charges of the Bank and the Trustee.

In the City Bond Resolution, the City covenants to levy 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 premium, if any, and the interest on the City Bond and any additional obligations of the City under the City Bond Resolution; 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 bond fund established for the City Bond, or has made other provisions for funds, to be applied toward the payment of the principal of and interest on the City Bond due during the ensuing fiscal year of the City, in accordance with the provisions of the City 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 time, rate or amount. The avails of said tax are irrevocably pledged in the City Bond Resolution for the payment of the principal of, premium, if any, and interest on the City Bond and any additional obligations of the City as aforesaid as the same shall respectively mature and accrue.

The Series 2022 Bonds are all equally and ratably secured by and entitled to the protection of the Indenture on a parity one with another (collectively, the "Bonds"). To secure payment of principal of and interest on all Bonds and performance of all other covenants of the Bank under the Indenture, the Bank, pursuant to the Indenture, has assigned and pledged to the Trustee, and has granted to the Trustee a security interest in, the Trust Estate (as defined in the Indenture), including all rights, title and interest of the Bank in and to all moneys and securities from time to time received and held by the Trustee under the Indenture and all income from the deposit, investment and reinvestment thereof except any moneys and securities held in the Rebate Fund established under the Indenture (all such money and funds and accounts referred to in the granting clauses of the Indenture are defined in the Indenture and are herein referred to as the "Revenues"). Reference is hereby made to the Indenture for a description of the rights, duties

and obligations of the Bank, the Trustee and the owners of the Bonds, the terms and conditions upon which the Series 2022 Bonds are issued and the terms and conditions upon which the Series 2022 Bonds will be paid at or prior to maturity, or will be deemed to be paid upon the making of provision for payment therefor. Copies of the Indenture are on file at the principal corporate trust office of the Trustee.

This Series 2022 Bond is transferable by the Registered Owner hereof in person or by his attorney duly authorized in writing at the principal corporate trust office of the Trustee, but only in the manner and subject to the limitations prescribed in the Indenture and upon surrender and cancellation of this Series 2022 Bond. This Series 2022 Bond may be transferred without cost to the Registered Owner except for any tax or governmental charge required to be paid with respect to the transfer. Upon such transfer a new Series 2022 Bond or Series 2022 Bonds of the same maturity and of authorized denomination or denominations for the same aggregate principal amount will be issued to the transferee in exchange therefor.

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

The Series 2022 Bonds are issuable as fully registered bonds in denominations of \$5,000 and any integral multiple thereof. Subject to the limitations and upon payment of any taxes or governmental charges, Series 2022 Bonds may be exchanged for a like aggregate principal amount of Series 2022 Bonds of the same maturity of authorized denominations.

The Series 2022 Bonds maturing on or after September 1, 2029 are subject to optional on any date on or after March 1, 2028. In the event any of the Series 2022 Bonds are called for optional redemption as aforesaid, notice thereof identifying the bonds to be redeemed will be given by mailing a copy of the redemption notice (which may be a conditional notice of redemption) by registered or certified mail not less than ____ () days nor more than ____ () days prior to the date fixed for redemption to the Registered Owner of the Series 2022 Bonds to be redeemed at the address shown on the Bond Register. Failure to give such notice by mailing, or any defect therein with respect to any bond, shall not affect the validity of any proceedings for the redemption of other Series 2022 Bonds.

The Registered Owner of this Series 2022 Bond shall have no right to enforce the provisions of the Indenture or to institute an action to enforce the covenants therein, or to take any action with respect to any event of default under the Indenture, or to institute, appear in or defend any suit or other proceeding with respect thereto, except as provided in the Indenture. In certain events, on the conditions, in the manner and with the effect set forth in the Indenture, the principal of all the Series 2022 Bonds issued under the Indenture and then Outstanding may become or may be declared due and payable before the stated maturity thereof, together with interest accrued thereon. Modifications or alterations of the Indenture, or of any supplements thereto, may be made to the extent permitted by, and in accordance with, the Indenture.

The Bank hereby certifies, recites and declares that all acts, conditions and things required by the constitution and statutes of the State, the Indenture, and resolutions of the Bank

to exist, happen and be performed prior to the issuance of this Series 2022 Bond do exist, have happened and have been performed in due time, form and manner as required by the Act; that the issuance of the Series 2022 Bonds, together with all other obligations of the Bank, does not exceed or violate any constitutional or statutory limitation applicable to the Bank; and that the revenues pledged to the payment of the principal of, premium, if any, and interest on the Series 2022 Bonds, as the same become due, are designed to be sufficient in amount for that purpose.

This Series 2022 Bond shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Indenture until the certificate of authentication hereon shall have been signed by the Trustee.

Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Indenture.

IN WITNESS WHEREOF, the Mississippi Development Bank has caused this Series 2022 Bond to be executed in its name and on its behalf by the manual or facsimile signature of its Executive Director and a manual or facsimile seal of its official seal to be hereunto impressed or imprinted hereon by any means and attested by the manual signature of its Secretary.

MISSISSIPPI DEVELOPMENT BANK

By: _____
Executive Director

ATTEST:

By: _____
Secretary

(SEAL)

[FORM OF CERTIFICATE OF AUTHENTICATION]

CERTIFICATE OF AUTHENTICATION

This Series 2022 Bond is one of the Series 2022 Bonds issued and delivered pursuant to the provisions of the within mentioned Indenture.

_____ BANK,
as Trustee

By: _____
Authorized Signatory

Date of Authentication: _____, 2022

[FORM OF VALIDATION CERTIFICATE]

VALIDATION CERTIFICATE

STATE OF MISSISSIPPI

COUNTY OF HINDS

The undersigned Secretary of the Mississippi Development Bank does hereby certify that the within Series 2022 Bond has been validated and confirmed by Decree of the Chancery Court of the First Judicial District of Hinds County, Mississippi, rendered on the ___ day of ___ 2022.

Secretary

(SEAL)

[FORM OF ASSIGNMENT]

ASSIGNMENT

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

(PLEASE INSERT SOCIAL SECURITY OR OTHER IDENTIFYING NUMBER OF ASSIGNEE)

(PLEASE PRINT OR TYPEWRITE NAME AND ADDRESS OF ASSIGNEE)

the within Series 2022 Bond and all rights thereunder, and hereby irrevocably constitutes and appoints _____, Attorney, to transfer the within Series 2022 Bond on the records kept for registration thereof, with full power of substitution in the premises.

Dated: _____

NOTICE: The signature to this assignment must correspond with the name as it appears upon the face of the within Series 2022 Bond in every particular, without alteration or any change whatever.

Signature Guaranteed:

NOTICE: Signature(s) must be guaranteed by a member of a nationally recognized Medallion Signature Guaranty Program acceptable to the Trustee.

BY: _____
Authorized Officer

[END OF SERIES 2022 BOND FORM]

SECTION 2.07 [RESERVED]

ARTICLE III

GENERAL TERMS AND PROVISIONS OF BONDS

SECTION 3.01 Medium, Form and Place of Payment. The Bonds shall be payable, with respect to interest, principal and Redemption Price, in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts. Interest shall be payable by check mailed on the Interest Payment Date to the Registered Owners as of the Record Date. The Bank may provide for the payment of interest on Bonds to holders of \$1,000,000 or more by wire transfer or by such other method as is acceptable to the Trustee and the Bondholder upon written election of such Bondholder at least one Business Day prior to the applicable Record Date. Principal shall be payable at the Principal Office of the Trustee upon presentation of the Bonds to be paid.

SECTION 3.02 Legends. The Bonds may contain or have endorsed thereon such provisions, specifications and descriptive words not inconsistent with the provisions of this Indenture as may be necessary or desirable to comply with custom, as determined by the Bank prior to the delivery thereof.

SECTION 3.03 Execution. The Bonds shall be executed on behalf of the Bank with the manual or facsimile signature of its Executive Director, Secretary, President or Vice President and shall have impressed or imprinted thereon, by facsimile or otherwise, the official seal of the Bank, which seal shall be attested by the manual or facsimile signature of the Executive Director or Secretary of the Bank. In case any officer of the Bank whose signature or whose facsimile signature shall appear on the Bonds shall cease to be such officer before the delivery of such Bonds, such signature or facsimile signature shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office until delivery. Any Bond may be executed and attested on behalf of the Bank by such officer as at the time of the execution of such Bonds shall be duly authorized or hold the proper office of the Bank although at the date borne by the Bonds or at the date of delivery of the Bonds such officer may not have been so authorized or have held such office.

SECTION 3.04 Authentication. No Bond shall be valid or obligatory for any purpose or entitled to any security or benefit under this Indenture unless and until a certificate of authentication on such Bond substantially in the following form shall have been duly executed by the Trustee, and such executed certificate of the Trustee upon any such Bond shall be conclusive evidence that such Bond has been authenticated and delivered under this Indenture:

CERTIFICATE OF AUTHENTICATION

This Series 2022 Bond is one of the Series 2022 Bonds issued and delivered pursuant to the provisions of the within mentioned Indenture.

_____ **BANK,**
as Trustee

By: _____
Authorized Signatory

The Trustee's certificate of authentication on any Bond shall be deemed to have been executed by it if signed by an authorized representative or signatory of the Trustee, but it shall not be necessary that the same representative or signatory sign the certificate of authentication on all of the Bonds. The signature of the authorized representative or signatory of the Trustee shall be manual.

SECTION 3.05 Mutilated, Lost, Stolen or Destroyed Bonds. If any Bond is mutilated, lost, stolen or destroyed, the Bank shall execute and the Trustee shall authenticate a new Bond or Bonds of the same maturity and denomination, as that mutilated, lost, stolen or destroyed Bond; provided that in the case of any mutilated Bond, such Bond shall first be surrendered to the Trustee, and in the case of any lost, stolen or destroyed Bond, there shall be first furnished to the Trustee evidence of such loss, theft or destruction satisfactory to the Trustee, together with indemnity satisfactory to it. In the event any such Bond shall have matured or been called for redemption, instead of issuing and authenticating a duplicate Bond, the Trustee may pay the same without surrender thereof, provided, however, that in the case of a lost, stolen or destroyed Bond, there shall be first furnished to the Trustee evidence of such loss, theft or destruction satisfactory to the Trustee together with indemnity satisfactory to it. The Trustee may charge the owner of such Bond its reasonable fees and expenses in connection with replacing any Bond mutilated, lost, stolen or destroyed. Any Bond issued pursuant to this Section 3.05 shall be deemed part of the original series of the Bonds in respect of which it was issued and a contractual obligation of the Bank replacing the obligation evidenced by such mutilated, lost, stolen or destroyed Bond.

SECTION 3.06 Registration, Transfer and Exchange of Bonds; Persons Treated as Owners. The Bank shall cause records for the registration and for the transfer of the Bonds to be kept by the Trustee at its Principal Office, and the Trustee is hereby constituted and appointed the bond registrar of the Bank. At reasonable times and under reasonable regulations established by the Trustee, said records may be inspected by the Bank or by Beneficial Owners (or a designated representative thereof) of five percent (5%) or more in aggregate principal amount of the Bonds then Outstanding.

Upon surrender for transfer of any Bond at the Principal Office of the Trustee, duly endorsed by, or accompanied by a written instrument or instruments of transfer in form satisfactory to the Trustee and duly executed by the Registered Owner or his attorney duly authorized in writing, the Bank shall execute and the Trustee shall authenticate and deliver in the name of the transferee or transferees a new Bond or Bonds of the same maturity for a like aggregate principal amount. The Bonds may be transferred or exchanged without cost to the Bondholders except for any tax or governmental charge required to be paid with respect to the transfer or exchange. The execution by the Bank of any Bond of any denomination shall

constitute full and due authorization of such denomination and the Trustee shall thereby be authorized to authenticate and deliver such Bond.

The Trustee shall not be required (a) to register, transfer or exchange any Bond during a period of fifteen (15) days next preceding mailing of a notice of redemption of any Bonds, or (b) to register, transfer or exchange any Bonds selected, called or being called for redemption in whole or in part after mailing notice of such call has been made.

The person in whose name a registered Bond shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of principal and interest thereon, 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 hereinabove provided. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid.

All Bonds delivered upon any transfer or exchange shall be valid obligations of the Bank, evidencing the same debt as the Bonds surrendered, shall be secured by this Indenture and shall be entitled to all of the security and benefits hereof to the same extent as the Bond surrendered.

SECTION 3.07 Destruction of Bonds. Whenever any Outstanding Bond shall be delivered to the Trustee for cancellation pursuant to this Indenture or upon payment of the principal amount or interest represented thereby or for replacement pursuant to Section 3.05 hereof, such Bond shall be canceled and destroyed by the Trustee and a counterpart of a certificate of destruction evidencing such destruction shall be furnished by the Trustee to the Bank.

SECTION 3.08 Nonpresentment of Bonds. In the event any Bond shall not be presented for payment when the principal thereof comes due, either at maturity, or at the date fixed for redemption thereof, or otherwise, if funds sufficient to pay such Bond shall have been made available to the Trustee for the benefit of the Registered Owner thereof, all liability of the Bank to the Registered Owner thereof for the payment of such Bond shall forthwith cease, terminate and be completely discharged, and thereupon it shall be the duty of the Trustee to hold such funds for four (4) years, for the benefit of the Registered Owner of such Bond, without liability for interest thereon to such Registered Owner, who shall thereafter be restricted exclusively to such funds, for any claim of whatever nature on his part under this Indenture or on, or with respect to, said Bond.

Any money so deposited with and held by the Trustee not so applied to the payment of Bonds within four (4) years after the date on which the same shall become due shall be repaid by the Trustee to the Bank and thereafter the Bondholders shall be entitled to look only to the Bank for payment, and then only to the extent of the amount so repaid, and the Bank shall not be liable for any interest thereon to the Bondholders and shall not be regarded as a trustee of such money.

SECTION 3.09 Other Obligations Payable from Revenues. The Bank shall grant no liens or encumbrances on or security interests in the Trust Estate (other than those created by this Indenture), and, except for the Bonds, shall issue no bonds or other evidences of indebtedness payable from the Trust Estate.

SECTION 3.10 Temporary Bonds. Until the definitive Bonds are ready for delivery, the Bank may execute, in the same manner as is provided in Section 3.03 hereof, and, upon the request of the Bank, the Trustee shall authenticate and deliver, one or more temporary Bonds, which shall be fully registered. Such temporary Bonds shall be subject to the same provisions, limitations and conditions as the definitive Bonds and shall be substantially of the tenor of the definitive Bonds in lieu of which such temporary Bond or Bonds are issued, in the denomination of \$5,000 or any integral multiples thereof authorized by the Bank, and with such omissions, insertions and variations as may be appropriate to temporary Bonds. The Bank at its own expense shall prepare and execute and, upon the surrender of such temporary Bonds shall deliver in exchange therefor definitive Bonds, of the same aggregate principal amount and maturity as the temporary Bonds surrendered. Until so exchanged, the temporary Bonds shall in all respects be entitled to the same benefits and security as definitive Bonds issued pursuant to this Indenture.

If the Bank shall authorize the issuance of temporary Bonds in more than one denomination, the owner of any temporary Bond or Bonds may, at his option, surrender the same to the Trustee in exchange for another temporary Bond or Bonds of like aggregate principal amount and maturity of any other authorized denomination or denominations, and thereupon the Bank shall execute and the Trustee, in exchange for the temporary Bond or Bonds so surrendered and upon payment of the taxes and charges provided for in Section 3.06 hereof, shall authenticate and deliver a temporary Bond or Bonds of like aggregate principal amount and maturity in such other authorized denomination or denominations as shall be requested by such owner. All temporary Bonds surrendered in exchange either for another temporary Bond or Bonds or for a definitive Bond or Bonds shall be forthwith canceled by the Trustee.

SECTION 3.11 Limitations on Obligations of Bank. The Bonds, together with interest thereon, shall be limited obligations of the Bank and payable solely from the Revenues and shall be a valid claim of the respective owners thereof only against the Funds and Accounts, other than the Rebate Fund and any Accounts created thereunder, established hereunder and the City Bond acquired by the Trustee, all of which are hereby assigned and pledged hereunder for the equal and ratable payment of the Bonds and shall be used for no other purpose than the payment of the Bonds, except as may be otherwise expressly authorized in this Indenture. The Bonds do not constitute a debt or liability or moral obligation of the State or of any political subdivision thereof under the constitution of the State or a pledge of the faith and credit or taxing power of the State or any political subdivision thereof, but shall be payable solely from the Revenues and funds pledged therefor in accordance with this Indenture including, without limitation, the avails of the full faith and credit of the City derived or to be derived from payments made in respect of the City Bond pursuant to the City Bond Resolution. The issuance of the Bonds under the provisions of the Act does not directly, indirectly or contingently, obligate the State or any political subdivision thereof to levy any form of taxation for the payment thereof or to make any appropriation for their payment and such Bonds and the interest payable thereon do not now and shall never constitute a debt of the State or any political subdivision thereof within the meaning of the constitution of the State or the statutes of the State and do not now and shall never constitute a charge against the credit or taxing power of the State or any political subdivision thereof; provided, however, that the City Bond is a general obligation of the City. Neither the State nor any agent, attorney, member or employee of the State or of the Bank, shall in any event be liable for the payment of the principal of, and premium, if any, or

interest on the Bonds or damages, if any, for the nonperformance of any pledge, mortgage, obligation or agreement of any kind whatsoever which may be undertaken by the Bank. No breach by the Bank of any such pledge, mortgage, obligation or agreement may impose any liability, pecuniary or otherwise, upon the State or any of the State's or the Bank's agents, members, attorneys, and employees or any charge upon the general credit of the State or a charge against the taxing power of the State or any political subdivision thereof (except the City). In the Act, the State has pledged and agreed with the holders of any Bonds that the State will not limit or alter the rights hereby vested in the Bank to fulfill the terms of any agreements made with the said Bondholders or in any way impair the rights and remedies of such holders until such Bonds, together with the interest thereon, with interest on any unpaid installments of interest, and all costs and expenses in connection with any action or proceeding by or on behalf of such holders of Bonds are fully met and discharged.

SECTION 3.12 Immunity of Officers and Directors. No recourse shall be had for the payment of the Bonds or for any claim based thereon or upon any obligation, covenant or agreement in this Indenture contained against any past, present or future officer, member, director, agent or employee of the Bank or any officer, member, director, trustee, agent or employee of any successor entities thereto, as such, either directly or through the Bank or any successor entities, under any rule of law or equity, statute or constitution or by the enforcement of any assessment or penalty or otherwise, and all such liability of any such officers, members, directors, trustees, agents, or employees as such, is hereby expressly waived and released as a condition of and consideration for the execution of this Indenture and issuance of such Bonds.

ARTICLE IV

REDEMPTION OF BONDS PRIOR TO MATURITY

SECTION 4.01 Redemption.

(a) The Series 2022 Bonds maturing on or after December 1, 2029 are subject to optional on any date on or after December 1, 2028. In the event any of the Series 2022 Bonds are called for optional redemption as aforesaid, notice thereof identifying the bonds to be redeemed will be given by mailing a copy of the redemption notice (which may be a conditional notice of redemption) by registered or certified mail not less than ____ (__) days nor more than ____ (__) days prior to the date fixed for redemption to the Registered Owner of the Series 2022 Bonds to be redeemed at the address shown on the Bond Register. Failure to give such notice by mailing, or any defect therein with respect to any bond, shall not affect the validity of any proceedings for the redemption of other Series 2022 Bonds.

(b) If the City directs the Bank to redeem the Series 2022 Bonds pursuant to Section 3 of the City Bond Resolution, the Bank agrees to accept redemption and redeem the Series 2022 Bonds. The Series 2022 Bonds (or any portions thereof in integral multiples of \$5,000 each) which mature on or after September 1, _____ are subject to optional redemption prior to their stated date of maturity in whole or in part, in principal amounts and maturities as selected by the Bank on any date on or after September 1, _____ at par, plus accrued interest to the date of redemption thereof. Under the

Indenture, selection of Series 2022 Bonds to be redeemed within a maturity will be made by lot by the Trustee.

(c) The Series 2022 Bonds are subject to mandatory sinking fund redemption as follows:

The Series 2022 Bonds maturing _____, 2029 in the principal amount of \$_____ are subject to mandatory sinking fund redemption, in part, by lot, on September 1, in each of the years set forth below, at one hundred percent (100%) of the principal amount so redeemed or paid, plus accrued interest as set forth below:

\$7,500,000 Term Bonds
Maturing December 1, 2037
_____%

Year	Principal Amount
2023	\$
2024	
2025	
2026	
2027	
2028	
2029	
2030	
2031	
2032	
2033	
2034	
2035	
2036	
2037*	

* Final Maturity

ARTICLE V

GENERAL COVENANTS

SECTION 5.01 Payment of Principal and Interest. The Bank covenants and agrees that it will promptly pay the principal of and interest on every Bond issued under this Indenture at the place, on the dates and in the manner provided herein and in said Bonds according to the true intent and meaning thereof, provided that the principal and interest are payable by the Bank solely from Revenues and any other funds or assets of the Bank hereinafter pledged to the Trustee as security by the Bank to the extent of that pledge.

SECTION 5.02 Performance of Covenants; Bank. The Bank covenants and agrees that it will faithfully perform at all times any and all covenants, undertakings, stipulations

and provisions contained in this Indenture, in any, and every Bond executed, authenticated and delivered hereunder and in all of its proceedings pertaining thereto. The Bank covenants and agrees that it is duly authorized under the constitution and laws of the State, including particularly the Act, to issue the Bonds authorized hereby and to execute this Indenture and to pledge the Revenues and all other property hereby pledged in the manner and to the extent herein set forth; that all action on its part for the issuance of the Bonds and the execution and delivery of this Indenture has been duly and effectively taken, and that the Bonds in the hands of the owners thereof are and will be valid and enforceable limited obligations of the Bank according to the terms thereof and hereof.

SECTION 5.03 Instruments of Further Assurance. The Bank covenants and agrees that the Trustee may defend its rights to the payment of the Revenues for the benefit of the owners of the Bonds against the claims and demands of all persons whomsoever. The Bank covenants and agrees that it will do, execute, acknowledge and deliver, or cause to be done, executed, acknowledged and delivered, such indentures supplemental hereto and such further acts, instruments and transfers as the Trustee may reasonably require for the better assuring, transferring, pledging, assigning and confirming unto the Trustee all and singular the rights assigned hereby and the amounts and other property pledged hereby to the payment of the principal of and interest on the Bonds.

SECTION 5.04 [RESERVED].

SECTION 5.05 Covenants Concerning Program.

(1) In order to provide for the payment of the principal, premium, if any, and interest on the Bonds and Program Expenses, the Bank shall from time to time, with all practical dispatch and in a sound and economical manner consistent in all respects with the Act, the provisions of this Indenture and sound banking practices and principles, to the extent necessary to provide for the payment of the Bonds (i) do all such acts and things as shall be necessary to receive and collect Revenues (including enforcement of the prompt collection of all arrears on the City Bond), and (ii) diligently enforce, and take all steps, actions and proceedings reasonably necessary in the judgment of the Bank to protect its rights with respect to or to maintain any insurance on the City Bond and to enforce all terms, covenants and conditions of the City Bond including the collection, custody and prompt application of all payments and deposits required by the terms of the City Bond for the purposes for which they were made.

(2) Whenever necessary in order to provide for the payment of debt service on the Bonds, the Bank shall commence appropriate remedies with respect to the City Bond which is in default.

SECTION 5.06 Possession and Inspection of City Bond. The Trustee covenants and agrees to retain or cause its agent to retain possession of the City Bond and a copy of the transcript or documents related thereto and release them only in accordance with the provisions of this Indenture. The Bank and the Trustee covenant and agree that all records and documents in their possession relating to the City Bond shall at all times be open to inspection by such accountants or other agencies or persons as the Bank or the Trustee may from time to time designate.

SECTION 5.07 Accounts and Reports. The Bank covenants and agrees to keep proper records and accounts (separate from all other records and accounts) in which complete and correct entries shall be made of its transactions relating to the Program, the City Bond and the Funds and Accounts established by this Indenture. Such records, and all other records and papers of the Bank, and such Funds and Accounts shall at all reasonable times be subject to the inspection of the Trustee and the Beneficial Owners of an aggregate of not less than five percent (5%) in principal amount of the Bonds then Outstanding or their representatives duly authorized in writing.

The Trustee covenants and agrees, if requested, to provide to the Bank prior to the twentieth day of the month following the end of each six-month period, commencing with the period ending September 1, 2023, a statement of the amount on deposit in each Fund and Account as of the first day of that month and of the total deposits to and withdrawals from each Fund and Account during the preceding six-month period.

The reports, statements and other documents required to be furnished to or by the Trustee pursuant to any provision of this Indenture shall be provided to the Beneficial Owners of an aggregate of not less than five percent (5%) in principal amount of the Bonds then Outstanding who file or have filed a written request therefor with the Trustee with any such costs of such documents to be paid by the Bondholder.

SECTION 5.08 Bank Covenants with Respect to City Bond.

(1) The Bank covenants and agrees that it will not permit or agree to any material change in the City Bond unless the Bank supplies the Trustee with a Positive Cash Flow Certificate which gives effect to such action.

(2) [Reserved]

(3) The Bank covenants and agrees that it will enforce or authorize the enforcement of all remedies available to owners or holders of the City Bond, unless the Bank provides the Trustee with a Positive Cash Flow Certificate which gives effect to the Bank's failure to enforce or to authorize the enforcement of such remedies; provided, however, that decisions as to the enforcement of remedies shall be within the sole discretion of the Trustee.

(4) The Bank covenants and agrees that it will not sell or dispose of the City Bond.

SECTION 5.09 [RESERVED]

SECTION 5.10 Monitoring Investments. The Bank covenants and agrees to regularly review the investments held by the Trustee in the Funds and Accounts for the purpose of assuring that the Revenues derived from such investments are sufficient to provide, with other anticipated Revenues, the debt service on Outstanding Bonds.

SECTION 5.11 Positive Cash Flow Certificates.

(1) At any time that the provisions of this Indenture shall require that a Positive Cash Flow Certificate be prepared concerning anticipated Revenues and payments on the Bonds, such

certificate shall be prepared by a nationally recognized firm of independent accountants acceptable to the Trustee in accordance with this Section 5.11. Such certificate shall set forth:

- (a) the Revenues expected to be received on the City Bond financed or expected to be financed with proceeds of Outstanding Bonds;
- (b) all other Revenues, including the interest to be earned and other income to be derived from the investment of the Funds and Accounts (other than the Rebate Fund) and the rate or yields used in estimating such amounts;
- (c) all moneys expected to be in the Funds and Accounts (other than the Rebate Fund);
- (d) [Reserved];
- (e) the principal and interest due on all Bonds expected to be Outstanding during such Fiscal Year; and
- (f) the amount, if any, of Program Expenses expected to be paid from the Revenues.

(2) In making any Positive Cash Flow Certificate, the accountant or firm of accountants may contemplate the payment or redemption of Bonds for the payment or redemption of which amounts have been set aside in the Redemption Account. The issuance of Bonds, the making of transfers from one Fund to another and the deposit of amounts in any Fund from any other source may only be contemplated in a Positive Cash Flow Certificate to the extent that such issuance, deposit or transfer has occurred prior to or will occur substantially simultaneously with the delivery of such Positive Cash Flow Certificate. The accountant or firm of accountants shall also supply supporting schedules appropriate to show the sources and applications of funds used, identifying particular amounts to be transferred between Funds, amounts to be applied to the redemption or payment of Bonds and amounts to be used to provide for Costs of Issuance for the Bonds. The amount of the existing City Bond, existing Investment Securities and existing cash shall be the amounts as of the last day of the month preceding the month in which the Positive Cash Flow Certificate is delivered but shall be adjusted to give effect to scheduled payments of principal and interest on the City Bond, actual payments or proceeds with respect to Investment Securities and actual expenditures of cash expected by the Bank through the end of the then current month.

SECTION 5.12 [RESERVED]

SECTION 5.13 [RESERVED]

SECTION 5.14 Covenants Concerning Preservation of Tax Exemption. The Bank hereby covenants and agrees to take all qualifying actions and to not fail to take any qualifying actions which are necessary in order to protect and preserve the exclusion from gross income for federal income tax purposes of the interest on the Series 2022 Bonds. For this purpose, the Bank shall approve and deliver to the Trustee a memorandum of compliance concerning the provisions of the Code necessary to protect and preserve such exclusion. Such

memorandum of compliance may only be amended from time to time upon the receipt by the Trustee of an opinion of Bond Counsel to the effect that compliance by the Bank with the memorandum of compliance will not adversely affect the exclusion of interest on the Series 2022 Bonds from gross income of the holders thereof for federal income tax purposes.

ARTICLE VI

REVENUES AND FUNDS

SECTION 6.01 Source of Payment of Bonds. The Bonds and all payments by the Bank hereunder are limited obligations of the Bank payable solely out of the Trust Estate as authorized by the constitution and statutes of the State, including particularly the Act and this Indenture, as provided herein.

SECTION 6.02 Creation of Funds. There are hereby created by the Bank and ordered established the following funds to be held by the Trustee: (a) the General Fund; and (b) the Rebate Fund. There is hereby created and established in the General Fund a "General Account," "Bond Issuance Expense Account," "Redemption Account," and "Purchase Account." Upon the written request of the Bank, the Trustee shall establish and maintain hereunder such additional Funds, Accounts or subaccounts as the Bank may specify from time to time to the extent that in the judgment of the Trustee the establishment of such Fund or Account is not to the material prejudice of the Trustee or the Bondholders.

SECTION 6.03 Deposit of Net Proceeds of Bonds.

(1) The Trustee shall deposit the proceeds from the sale of the Series 2022 Bonds in the manner provided in Section 2.02 hereof.

(2) The Trustee shall deposit the proceeds of any Refunding Bonds in the manner provided in the Supplemental Indenture authorizing the issuance thereof.

SECTION 6.04 Deposit of Revenues and Other Receipts. Upon receipt of any Revenues or other receipts (except the proceeds of the Bonds and moneys received upon sale or redemption prior to maturity of the City Bond), the Trustee shall deposit such amounts into the General Account of the General Fund or such other applicable Fund or Account.

SECTION 6.05 Operation of General Account. The Trustee shall deposit in the General Account of the General Fund all amounts required to be deposited therein pursuant to the provisions of this Article VI and Section 2.02. The Trustee shall invest funds in the General Account in accordance with Article VIII hereof and shall make the following payments from the General Account on the specified dates and, if there are not sufficient funds to make all the payments required, with the following order of priority:

(a) On or before four (4) Business Days next preceding each Interest Payment Date, to the Trustee such amount (including Investment Securities held by Trustee maturing or callable on or before the applicable Interest Payment Date) as shall be necessary to pay the principal and interest coming due on the Series 2022 Bonds on such Interest Payment Date;

(b) At such times as shall be necessary, to pay Program Expenses;

(c) On or before thirty (30) days after each anniversary of the issuance of the Series 2022 Bonds, the amounts, if any, to be transferred to the Rebate Fund; and

(d) After making such payments in paragraphs (a) through (c) above, the Trustee shall make a determination of the amounts reasonably expected to be received in the form of City Bond Payments in the succeeding twelve (12) months and shall transfer all monies in the General Account which, together with such expected receipts for the succeeding 12 months are in excess of the amounts needed to pay principal and interest on the Series 2022 Bonds within the immediately succeeding twelve month period, to the City at the request of the City with the prior written approval of the Bank.

SECTION 6.06 Operation of the Redemption Account. The Trustee shall deposit in the Redemption Account all moneys received upon the sale or redemption prior to maturity of the City Bond and all other moneys required to be deposited therein pursuant to the provisions of Article IV and Article VI hereof, shall invest such funds pursuant to Article VIII hereof and shall disburse the funds held in the Redemption Account as follows: moneys in the Redemption Account shall be used to redeem Series 2022 Bonds. Such redemption shall be made pursuant to a redemption under the provisions of Article IV hereof. The Trustee shall pay the interest accrued on the Series 2022 Bonds so redeemed to the date of redemption from the General Account and the Redemption Price from the Redemption Account.

SECTION 6.07 Operation of the Purchase Account. The Trustee shall deposit in the Purchase Account all moneys required to be deposited therein pursuant to the provisions of Section 2.02 and Article VI hereof, shall invest such funds pursuant to Article VIII hereof, and shall disburse the funds held in the Purchase Account to purchase the City Bond in accordance with the procedures established by the Bank as set forth in Article VII hereof upon the submission of requisitions of the Bank signed by an Authorized Officer stating that all requirements with respect to such financing set forth in this Indenture have been or will be complied with. Any amounts remaining in the Purchase Account after the purchase of the City Bond shall be transferred to the Redemption Account for the redemption of the Series 2022 Bonds.

SECTION 6.08 [RESERVED]

SECTION 6.09 [RESERVED]

SECTION 6.10 Operation of Bond Issuance Expense Account. The Trustee shall deposit in the Bond Issuance Expense Account the moneys required to be deposited therein pursuant to Section 2.02 of this Indenture, shall invest such funds pursuant to Article VIII hereof and shall disburse the funds held in the Bond Issuance Expense Account as follows:

(a) Upon receipt of acceptable invoices and the written authorization of an Authorized Representative of the City and the Executive Director of the Bank, to pay the Costs of Issuance of the Series 2022 Bonds or to reimburse the Bank for amounts previously advanced for such costs; and

(b) On the date which is thirty (30) days after the date of issuance of the Series 2022 Bonds, any funds remaining in the Bond Issuance Expense Account shall be transferred to the General Account of the General Fund.

SECTION 6.11 Operation of the Rebate Fund.

(1) The Trustee is authorized to establish and maintain, so long as any Series 2022 Bonds are outstanding and are subject to a requirement that arbitrage profits be rebated to the United States of America, a separate fund to be known as the "Rebate Fund." The Trustee shall make information regarding the Series 2022 Bonds and investments hereunder available to the Bank and shall make deposits and disbursements from the Rebate Fund in accordance with the memorandum of compliance received from the Bank pursuant to Sections 5.14 and 8.02 hereof, shall invest the Rebate Fund as directed by the Bank pursuant to said memorandum of compliance and shall deposit income from such investments immediately upon receipt thereof in the Rebate Fund. Anything in this Indenture to the contrary notwithstanding, the provision of this Section may be superseded or amended by a new memorandum of compliance delivered by the Bank and accompanied by an opinion of Bond Counsel addressed to the Trustee to the effect that the use of the new memorandum of compliance will not adversely affect the exclusion from gross income for federal income tax purposes of the interest on the Series 2022 Bonds.

(2) If a deposit to the Rebate Fund is required as a result of the computations made by the Bank pursuant to such memorandum of compliance, the Trustee shall upon receipt of direction from the Bank accept such payment for the benefit of the Bank and make transfers of moneys from the General Account to the Rebate Fund to comply with such direction. If amounts in excess of that required to be rebated to the United States of America accumulate in the Rebate Fund, the Trustee shall upon direction from the Bank transfer such amount to the General Account of the General Fund. Records of the determinations required by this Section and the investment instructions must be retained by the Trustee until six (6) years after the Series 2022 Bonds are no longer Outstanding.

(3) Not later than sixty (60) days after September 1, 2027 and every five (5) years thereafter, the Trustee shall, upon written request of the Bank, pay to the United States of America ninety percent (90%) of the amount required to be on deposit in the Rebate Fund as of such payment date provided that direction from the Bank for transfer of such amount has been previously received by the Trustee pursuant to the provisions of Section 6.11(2), and further provided that funds were available in the General Account of the General Fund to make such transfers as directed and one hundred percent (100%) of the amount on deposit in the Rebate Fund as of such payment date. Not later than sixty (60) days after the final retirement of the Series 2022 Bonds, the Trustee shall, upon written request of the Bank pay to the United States of America one hundred percent (100%) of the balance remaining in the Rebate Fund. Each payment required to be paid to the United States of America pursuant to this Section shall be filed with the Internal Revenue Service Center, Ogden, Utah 84201. Each payment shall be accompanied by a copy of the Form 8038-G originally filed with respect to the Series 2022 Bonds, if any, and a statement of the Bank summarizing the determination of the amount to be paid to the United States of America.

SECTION 6.12 Moneys to be Held in Trust. All moneys required to be deposited with or paid to the Trustee for the account of any Fund or Account established under any provision of this Indenture shall be held by the Trustee in trust and applied in accordance with the provisions of this Indenture, except for moneys held pursuant to the Rebate Fund and any Accounts created thereunder and except for moneys deposited with or paid to the Trustee for the redemption of Bonds, notice of the redemption of which has been duly given. Such money shall, while held by the Trustee, constitute part of the Trust Estate and be subject to the security interest created hereby and shall not be subject to any lien or attachment by any creditor of the Bank.

SECTION 6.13 Amounts Remaining in Funds or Accounts. Any amounts remaining in any Fund or Account after full payment of the Bonds and the fees, charges (including any required rebate to the United States of America) and expenses of the Trustee and all other amounts due and owing hereunder shall be distributed to the City, except for any moneys owing to the Bank which shall be paid to such party and except as provided in Section 3.08 hereof.

SECTION 6.14 Certain Verifications. The Bank and/or the Trustee from time to time may cause a firm of independent certified public accountants of national standing or other nationally recognized experts to supply the Bank and the Trustee with such information as the Bank or the Trustee may request in order to determine in a manner reasonably satisfactory to the Bank and the Trustee all matters relating to (a) the sufficiency of projected cash flow receipts and disbursements with respect to the Funds and Accounts to pay the principal of and interest on the Bonds and Program Expenses; (b) the actuarial yields on the Outstanding Series 2022 Bonds as the same may relate to any data or conclusions necessary to verify that the Series 2022 Bonds are not arbitrage bonds within the meaning of Section 148 of the Code; (c) the yields on any obligations acquired and held by the Bank and/or the Trustee; and (d) the rebate calculation required by Section 6.11 hereof. The Bank and/or the Trustee from time to time may also obtain an Opinion of Bond Counsel concerning post-issuance compliance with any federal legislation applicable to the Bonds. The fees of such independent certified public accountants and Bond Counsel shall constitute reimbursable Program Expenses.

ARTICLE VII

PURCHASE OF CITY BOND

SECTION 7.01 Terms and Conditions of Purchase. The City Bond purchased by the Bank shall be purchased on the terms and conditions of, and upon submission of the documents required by this Article VII.

SECTION 7.02 Purchases. The Trustee shall pay the purchase price of the City Bond upon receipt by the Trustee of:

- (a) a written requisition of the Bank signed by an Authorized Officer stating to whom payment is to be made and the amount to be paid;

(b) a certificate signed by an officer of the Bank, attached to the requisition and certifying that the City, pursuant to City Bond Purchase Agreement, has sold or will sell the City Bond to the Bank and is obligated to make City Bond Payments and to pay all fees and charges required to be paid to the Bank under the City Bond Resolution, and that to the knowledge of such officer, such City is not in default under the payment terms or other material terms or provisions of any other obligations of that City;

(c) a certified transcript of proceedings authorizing the issuance, execution and delivery of the City Bond, which transcript shall contain the certifications required by the Act and such other certifications and representations which are reasonable and appropriate as determined by the Bank or Trustee;

(d) an Opinion of Bond Counsel in form satisfactory to the Bank stating that the City Bond constitutes valid and binding obligation enforceable in accordance with its terms, subject to such enforcement limitations customarily contained in such opinions;

(e) the City Bond, registered as to both principal and interest to the Bank and delivered in accordance with the Act;

(f) an opinion of counsel for the City in form satisfactory to the Bank stating that such City is a Local Governmental Unit within the meaning of the Bank Act;

(g) a signed City Bond Purchase Agreement from the City; and

(h) a certificate from the City stating that either (i) the City is exempt from the rebate requirements of Section 148 of the Code, or (ii) the City is subject to the rebate requirement of Section 148 of the Code and will comply with such provisions, or (iii) if the City intends to meet an exception from rebate contained in Section 148(f)(4)(C) of the Code, it elects on or before the closing date to pay a penalty in lieu of rebate if such provisions are not met.

Upon receipt of such requisition, transcript, Opinion of Bond Counsel, City Bond and signed documents, the Trustee shall pay such amount directly to the entity entitled thereto as named in such requisition.

SECTION 7.03 Retention and Inspection of Documents. All requisitions, certificates, transcripts, Opinions of Bond Counsel and the City Bond received by the Trustee, as required in this Article as conditions of payment may be relied upon by and shall be retained in the possession of the Trustee, subject at all times during normal business hours to the inspection of the Bank and, after written request received by the Trustee at least five (5) Business Days prior to the date of inspection, by any Beneficial Owner of at least five percent (5%) in principal amount of Outstanding Bonds.

SECTION 7.04 Report. The Bank may require a report to be made by an officer or employee of the Trustee on behalf of the Trustee within sixty (60) days after the delivery of the Bonds covering all receipts and all disbursements made pursuant to the provisions of this Article VII in respect of the net proceeds of the Bonds deposited in the Purchase Account. Said report shall be supplemented at least once every sixty (60) days by the Trustee until all of the net

proceeds of the Bonds deposited in the Purchase Account shall have been expended. Each such report shall be mailed by the Trustee to the Bank.

ARTICLE VIII

INVESTMENT OF MONEYS

SECTION 8.01 General Provisions.

(1) Any moneys held as part of any Fund or Account created under or pursuant to Article VI hereof and the Rebate Fund shall be invested or reinvested by the Trustee as continuously as reasonably possible in such Investment Securities as may be directed in writing by the Bank. All such investments shall at all times be a part of the Fund or Account in which the moneys used to acquire such investments had been deposited and, except as provided in Article VI, all income and profits on such investments, other than from moneys on deposit in the Rebate Fund or any Account created thereunder, shall be deposited as received in the General Account. The Trustee may make any and all such investments through its bond department or through the bond department of any financial institution which is an affiliate of the Trustee and may trade with itself or any of its affiliates in doing so. Moneys in separate Funds and Accounts may not be commingled for the purpose of investment or deposit. The Trustee and the Bank agree that all investments, and all instructions of the Bank to the Trustee with respect thereto shall be made in accordance with prudent investment standards reasonably expected to produce the greatest investment yields while seeking to preserve principal without causing any of the Series 2022 Bonds to be arbitrage bonds as defined in Section 148 of the Code. Any investment losses shall be charged to the Fund or Account in which moneys used to purchase such investment had been deposited. For so long as the Trustee is in compliance with the provisions of this Section 8.01, the Trustee shall not be liable for any investment losses. Moneys in any Fund or Account shall be invested in Investment Securities with a maturity date, or a redemption date which shall coincide as nearly as practicable with times at which moneys in such Funds or Accounts will be required for the purposes thereof. The Trustee shall sell and reduce to cash a sufficient amount of such investments in the respective Fund or Account whenever the cash balance therein is insufficient to pay the amounts contemplated to be paid therefrom at the time those amounts are to be paid. All investment income from the assets held in any Fund or Account, except for the Rebate Fund and any Accounts created thereunder, will be added to the General Account.

(2) The Bank (a) certifies to the owners of the Series 2022 Bonds from time to time Outstanding that moneys on deposit in any Fund or Account in connection with the Series 2022 Bonds, whether or not such moneys were derived from the proceeds of the sale of the Series 2022 Bonds or from any other sources, are not intended to be used in a manner which will cause the interest on the Series 2022 Bonds to lose the exclusion from gross income for federal income tax purposes and (b) covenants with the owners of the Series 2022 Bonds from time to time Outstanding that, so long as any of the Series 2022 Bonds remain Outstanding, moneys on deposit in any Fund or Account established in connection with the Series 2022 Bonds, whether or not such moneys were derived from the proceeds of the sale of the Series 2022 Bonds or from any other source, will not be used in any manner which will cause the interest on the Series 2022 Bonds to become subject to federal income taxation.

SECTION 8.02 Arbitrage Restrictions; Series 2022 Bonds to Remain Tax Exempt.

(1) The Bank shall provide the Trustee with a memorandum of compliance for the investments on the Funds and Accounts of the Series 2022 Bonds which shall govern the investment of the Funds and Accounts of the Series 2022 Bonds and the application of Section 6.11 hereof.

(2) Without limiting subsection (2) of Section 8.01 hereof, the Bank further covenants and agrees that it will not take any action or fail to take any action with respect to the investment of the proceeds of the Series 2022 Bonds, or with respect to the investment or application of any payments under the City Bond or any other agreement or instrument entered into in connection therewith or with the issuance of the Series 2022 Bonds, including but not limited to the obligation, if any, to rebate certain funds to the United States of America, which would result in constituting the Series 2022 Bonds arbitrage bonds within the meaning of such term as used in Section 148 of the Code. The Bank further agrees that it will not act in any other manner which would adversely affect the exclusion from gross income tax for federal income tax purposes of the interest on the Series 2022 Bonds.

SECTION 8.03 Valuation of Investments. For the purpose of determining the amount in any Fund or Account, all Investment Securities credited to such Fund or Account shall be valued at the lesser of (a) the average of the bid and asked prices most recently published prior to the date of determination for those Investment Securities, the bid and asked prices of which are published on a regular basis in The Wall Street Journal, or, if not there, in The New York Times; or (b) the average bid price as of the date of determination by any two nationally recognized government securities dealers selected by the Trustee for those Investment Securities the bid and asked prices of which are not published on a regular basis as set forth in subsection (a) above; or (c) par value (plus, prior to the first payment of interest following purchase, the amount of any accrued interest paid as part of the purchase price) for Investment Securities which are certificates of deposit and bankers acceptances; or (d) for all other Investment Securities the lesser of cost or market value (exclusive of accrued interest paid as part of the purchase price after the first payment of interest following purchase); provided, however, that any repurchase agreements shall be valued, respectively, at the unpaid repurchase price or principal balance collectible pursuant thereto.

ARTICLE IX

DISCHARGE OF INDENTURE

Except as provided in this Article IX, if payment or provision for payment is made, to the Trustee, of the principal of and interest due and to become due on the Bonds at the times and in the manner stipulated therein, and there is paid or caused to be paid to the Trustee all sums of money due and to become due according to the provisions hereof, and all other amounts due hereunder have been paid in full, then these presents and the Trust Estate and rights hereby granted shall cease, terminate and be void, whereupon the Trustee shall cancel and discharge the lien of this Indenture, and execute and deliver to the Bank such instruments in writing as shall be requisite to cancel and discharge the lien hereof, and release, assign and deliver unto the Bank

any and all estate, right, title and interest in and to any and all rights assigned or pledged to the Trustee hereby or otherwise subject to the lien of this Indenture, except moneys or securities held by the Trustee for the payment of the principal of and interest on the Bonds.

Any Bond shall be deemed to be paid within the meaning of this Indenture when (a) payment of the principal of such Bond and interest thereon to the due date thereof (whether such due date be by reason of maturity or upon redemption as provided in this Indenture or otherwise), either (i) shall have been made or caused to have been made in accordance with the terms thereof, or (ii) shall have been provided for by irrevocably depositing with the Trustee, in trust and exclusively for such payment, (A) moneys sufficient to make such payment or (B) Governmental Obligations maturing as to principal and interest in such amounts and at such times, without consideration of any reinvestment thereof, as will insure the availability of sufficient moneys to make such payment, or (C) a combination of such moneys and Governmental Obligations, and (b) all necessary and proper fees and expenses of the Trustee pertaining to the Bonds, including the amount, if any, required to be rebated to the United States of America, with respect to which such deposit is made shall have been paid or deposited with the Trustee.

Notwithstanding the foregoing, in the case of Bonds which by their terms may be redeemed prior to their stated maturity, no deposit under the immediately preceding paragraph shall be deemed a payment of such Bonds as aforesaid until the Bank shall have given the Trustee, in form satisfactory to the Trustee, irrevocable instructions:

(a) stating the date when the principal of each such Bond is to be paid, whether at maturity or on a redemption date (which shall be any redemption date permitted by this Indenture);

(b) to call for redemption pursuant to this Indenture any Bonds to be redeemed prior to maturity pursuant to (a) hereof; and

(c) to mail, as soon as practicable, in the manner prescribed by Article IV hereof, a notice to the owners of such Bonds that the deposit required by (b) of the preceding paragraph has been made with the Trustee and that said Bonds are deemed to have been paid in accordance with this Article and stating the maturity or redemption date upon which moneys are to be available for the payment of the principal of or redemption price, if applicable, on said Bonds as specified in subparagraph (a) of this paragraph; provided, however, such notice can be given in advance of such deposit if such funds represent sufficient funds in the form of cash for the payment of principal of, premium, if any, and interest on the Bonds to be paid prior to their due date by reason of maturity or upon redemption within ninety (90) days of the delivery date of the Bonds.

Any moneys so deposited with the Trustee as provided in this Article may at the direction of the Bank also be invested and reinvested in Governmental Obligations, maturing in the amounts and times as hereinbefore set forth, and all income from all Governmental Obligations in the hands of the Trustee pursuant to this Article which is not required for the payment of the Bonds and interest thereon with respect to which such moneys shall have been so deposited, shall

be deposited in the General Account, as and when and collected for use and application as are other moneys deposited in the General Account.

With respect to the Series 2022 Bonds, no such deposit under this Article shall be made or accepted hereunder and no use made of any such deposit unless the Trustee shall have received an Opinion of Bond Counsel to the effect that such deposit and use would not cause any of the Series 2022 Bonds to be treated as arbitrage bonds within the meaning of Section 148 of the Code. Moreover, no such deposit shall be deemed a payment of Bonds unless the Trustee shall have received a verification from an accountant or firm of accountants appointed by the Bank and acceptable to the Trustee verifying the sufficiency of the deposit to pay the principal of, premium, if any, and interest on the Bonds to the due date, whether such due date be by reason of maturity or upon redemption. Provided, however, such verification from an accountant or firm of accountants appointed by the Issuer and acceptable to the Trustee, will not be required if the deposit made with the Trustee represents sufficient funds in the form of cash for the payment of principal of, premium, if any, and interest on the Bonds to be paid prior to their due date by reason of maturity or upon redemption within ninety (90) days of the delivery date of the Bonds. If requested by the Trustee, the Issuer will provide proof in a form acceptable to the Trustee of the sufficiency of the cash funds deposited as stated in the preceding sentence.

Notwithstanding any provision of any other Article of this Indenture which may be contrary to the provisions of this Article, all moneys or Governmental Obligations set aside and held in trust pursuant to the provisions of this Article for the payment of Bonds (including interest thereon but excluding any amounts set aside for rebate to the United States of America) shall be applied to and used solely for the payment of the particular Bonds (including interest thereon) with respect to which such moneys or obligations have been so set aside in trust.

Upon the deposit with the Trustee, in trust, at or before maturity, of money or Governmental Obligations in the necessary amount to pay or redeem all Outstanding Bonds as aforesaid (whether upon or prior to their maturity or the redemption date of such Bonds), provided that if such Bonds are to be redeemed prior to the maturity thereof, notice of such redemption shall have been given as hereinabove provided, or provisions satisfactory to the Trustee shall have been made for the giving of such notice, and compliance with the other payment requirements hereof, this Indenture may be discharged in accordance with the provisions hereof but the limited liability of the Bank in respect of such Bonds shall continue provided that the owners thereof shall thereafter be entitled to payment only out of the moneys or Governmental Obligations deposited with the Trustee as aforesaid.

ARTICLE X

DEFAULT PROVISIONS AND REMEDIES OF TRUSTEE AND BONDHOLDERS

SECTION 10.01 Defaults; Events of Default. If any of the following events occurs, it is hereby defined as and declared to be and to constitute an "Event of Default":

- (a) Default in the due and punctual payment of any interest on any Bond; or

(b) Default in the due and punctual payment of the principal or redemption premium of any Bond whether at the stated maturity thereof or on any date fixed for redemption; or

(c) Failure of the Bank to remit to the Trustee within the time limits prescribed herein any moneys which are required by this Indenture to be so remitted; or

(d) Default in the performance or observance of any other of the covenants, agreements or conditions on the part of the Bank contained in this Indenture or in the Bonds and failure to remedy the same within the time provided in, and after notice thereof pursuant to, Section 10.10 hereof; or

(e) Any warranty, representation or other statement by or on behalf of the Bank contained in this Indenture or in any instrument furnished in compliance with or in reference to this Indenture is false or misleading, when made, in any material respect, and failure to remedy the same within the time provided in, and after notice thereof pursuant to, Section 10.10 hereof; or

(f) A petition is filed against the Bank under any bankruptcy, reorganization, arrangement, insolvency, readjustment of debt, dissolution or liquidation law of any jurisdiction whether now or hereafter in effect and is not dismissed within sixty (60) days after such filing; or

(g) The Bank files a petition in voluntary bankruptcy or seeking relief under any provisions of any bankruptcy, reorganization, arrangement, insolvency, adjustment of debt, dissolution or liquidation law of any jurisdiction whether now or hereafter in effect, or consents to the filing of any petition against it under such law; or

(h) The Bank is generally not paying its debts as such debts become due, or becomes insolvent or bankrupt, or makes an assignment for the benefit of creditors, or a liquidator or trustee of the Bank or any of its property is appointed by court order or takes possession of such property and such order remains in effect or such possession continues for more than 60 days; or

(i) Default in the due and punctual payment of any interest or principal on the City Bond; or

(j) [Reserved]; or

(k) The Bank for any reason shall be rendered incapable of fulfilling its obligations under this Indenture; or

(l) There is an event of default under the City Bond Resolution.

SECTION 10.02 Remedies: Rights of Bondholders. Upon the occurrence of an Event of Default, the Trustee shall notify the owners of all Bonds then Outstanding of such Event of Default by registered or certified mail, and will have the following rights and remedies:

(a) The Trustee may pursue any available remedy at law or in equity or by statute to enforce the payment of the principal of and interest on the Bonds then Outstanding, including enforcement of any rights of the Bank or the Trustee under the City Bond.

(b) The Trustee may by action or suit in equity require the Bank to account as if it were the trustee of an express trust for the holders of the Bonds and may take such action with respect to the City Bond as the Trustee deems necessary or appropriate and in the best interest of the Bondholders, subject to the terms of the City Bond.

(c) Upon the filing of a suit or other commencement of judicial proceedings to enforce any rights of the Trustee and of the Bondholders under this Indenture, the Trustee will be entitled, as a matter of right, to the appointment of a receiver or receivers of the Trust Estate and of the Revenues, issues, earnings, income, products and profits thereof, pending such proceedings, with such powers as the court making such appointment shall confer.

(d) The Trustee may declare the principal of and accrued interest on all Bonds to be due and payable immediately in accordance with this Indenture and the Act, by notice to the Bank and the Attorney General of the State and as otherwise required by the Act.

Upon the occurrence of an Event of Default, (a) if requested so to do by the holders of twenty-five percent (25%) or more in aggregate principal amount of all Bonds then Outstanding and if indemnified as provided in Section 11.01(k) hereof, or (b) if indemnified as provided in Section 11.01(k) hereof, the Trustee shall be obligated to exercise such one or more of the rights, remedies and powers conferred by this Section as the Trustee, being advised by Counsel, shall deem most expedient in the interests of the Bondholders.

No right or remedy by the terms of this Indenture conferred upon or reserved to the Trustee (or to the Bondholders) is intended to be exclusive of any other right or remedy, but each and every such right or remedy shall be cumulative and shall be in addition to any other right or remedy given to Trustee or to the Bondholders hereunder or now or hereafter existing at law or in equity or by statute. The assertion or employment of any right or remedy shall not prevent the concurrent or subsequent assertion or employment of any other right or remedy.

No delay or omission to exercise any right or remedy accruing upon any Event of Default shall impair any such right or remedy or shall be construed to be a waiver of any such Event of Default or acquiescence therein, and every such right or remedy may be exercised from time to time and as often as may be deemed expedient.

No waiver of any Event of Default hereunder, whether by the Trustee or by the Bondholders, shall extend to or shall affect any subsequent Event of Default or shall impair any rights or remedies consequent thereon.

SECTION 10.03 Rights of Bondholders to Direct Proceedings. Anything in this Indenture to the contrary notwithstanding, subject to Section 15.01 herein, the Beneficial Owners of a majority in aggregate principal amount of Bonds then Outstanding shall have the right, at

any time during the continuance of an Event of Default, by an instrument or instruments in writing executed and delivered to the Trustee, to direct the time, method and place of conducting all proceedings to be taken in connection with the enforcement of the terms and conditions of this Indenture, or for the appointment of a receiver or any other proceedings hereunder; provided that such direction shall not be otherwise than in accordance with the provisions of law, including the Act, and of this Indenture.

SECTION 10.04 Appointment of Receivers. Upon the occurrence of an Event of Default, and upon the filing of a suit or other commencement of judicial proceedings to enforce any rights of the Trustee and of the Bondholders under this Indenture, the Trustee shall be entitled, as a matter of right, to the appointment of a receiver or receivers of the Trust Estate and of the Revenues, issues, earnings, income, products and profits thereof, pending such proceedings with such powers as the court making such appointment shall confer.

SECTION 10.05 Application of Moneys. All moneys received by the Trustee pursuant to any right or remedy given or action taken under the provisions of this Article (including moneys received by virtue of action taken under provisions of the City Bond) shall, after payment of the costs and expenses of the proceedings resulting in the collection of such moneys and of the expenses, liabilities and advances incurred or made by the Trustee and any other moneys owed to the Trustee hereunder, be deposited in the General Account and all moneys in such Accounts shall be applied as follows:

(a) Unless the principal of all the Bonds shall have become due and payable, all such moneys shall be applied:

FIRST - To the payment to the persons entitled thereto of all installments of interest then due on the Bonds, including interest on any past due principal of any Bond at the rate borne by such Bond, in the order of the maturity of the installments of such interest and, if the amount available shall not be sufficient to pay in full any particular installment, then to such payment ratably, according to the amounts due on such installments, to the persons entitled thereto, without any discrimination or privilege;

SECOND - To the payment to the persons entitled thereto of the unpaid principal of any of the Bonds which shall have become due either at maturity or pursuant to a call for redemption (other than Bonds called for redemption for the payment of which other moneys are held pursuant to the provisions of this Indenture), in the order of their due dates, and, if the amount available shall not be sufficient to pay in full the principal of Bonds due on any particular date, together with such interest, then to such payment ratably, according to the amount of principal due on such date, to the persons entitled thereto without any discrimination or privilege;

THIRD - To be held for the payment to the persons entitled thereto as the same shall become due of the principal of and interest on the Bonds which may then become due either at maturity or upon call for redemption prior to maturity and, if the amount available shall not be sufficient to pay in full the

principal of and interest on Bonds due on any particular date, such payment shall be made ratably according to the amount of principal and interest due on such date to the persons entitled thereto without any discrimination or privilege.

(b) If the principal of all the Bonds shall have become due or shall have been declared due and payable, all such moneys shall be applied to the payment of the principal and interest then due and unpaid upon the Bonds, without preference or priority of principal over interest or of interest over principal, or of any installment of interest over any other installment of interest, or of any Bond over any other Bond, ratably, according to the amounts due respectively for principal and interest, to the persons entitled thereto without any discrimination or privilege.

Whenever moneys are to be applied pursuant to the provisions of this Section, such moneys shall be applied at such times, and from time to time, as the Trustee shall determine, having due regard for the amount of such moneys available for application and the likelihood of additional moneys becoming available for such application in the future. Whenever the Trustee shall apply such funds, it shall fix the date (which shall be an Interest Payment Date unless the Trustee shall deem another date more suitable) upon which such application is to be made and upon such date interest on the amounts of principal to be paid on such dates shall cease to accrue. The Trustee shall give such notice as it may deem appropriate of the deposit with it of any such moneys and of the fixing of any such date, and shall not be required to make payment of principal to the owner of any Bond until such Bond shall be presented to the Trustee for appropriate endorsement or for cancellation if fully paid.

Whenever all principal of and interest on all Bonds have been paid under the provisions of this Section and all expenses and charges of the Trustee have been paid and all other amounts due hereunder have been paid in full, any balance remaining in the General Account shall be paid as provided in Article VI hereof.

SECTION 10.06 Remedies Vested in the Trustee. All rights of action (including the right to file proof of claims) under this Indenture or under any of the Bonds may be enforced by the Trustee without the possession of any of the Bonds or the production thereof in any trial or other proceeding related thereto and any such suit or proceeding instituted by the Trustee shall be brought in its name as Trustee without the necessity of joining as plaintiffs or defendants any owners of the Bonds, and any recovery of judgment shall be for the equal and ratable benefit of the owners of all the Outstanding Bonds.

SECTION 10.07 Rights and Remedies of Bondholders. No owner of any Bond shall have any right to institute any suit, action or proceeding at law or in equity for the enforcement of this Indenture or for the execution of any trust hereof or for the appointment of a receiver or any other remedy hereunder, unless (a) a Default has occurred, (b) such Default shall have become an Event of Default and the Beneficial Owners of not less than twenty-five percent (25%) in aggregate principal amount of Bonds then Outstanding shall have made written request to the Trustee and shall have offered it reasonable opportunity either to proceed to exercise the remedies hereinbefore granted or to institute such action, suit or proceeding in its own name, (c) such Beneficial Owners of Bonds have offered to the Trustee indemnity as provided in Section

11.01(k) hereof, and (d) the Trustee has refused, or for sixty (60) days after receipt of such request and offer of indemnification has failed to exercise the remedies hereinbefore granted, or to institute such action, suit or proceeding in its own name; and such request and offer of indemnity are hereby declared in every case at the option of Trustee to be conditions precedent to the execution of the powers and trusts of this Indenture, and to any action or cause of action for the enforcement of this Indenture, or for the appointment of a receiver or for any other remedy hereunder, it being understood and intended that no one or more owners of the Bonds shall have any right in any manner whatsoever to affect, disturb or prejudice the lien of this Indenture by its, his, her or their action or to enforce any right hereunder except in the manner herein provided, and that all proceedings at law or in equity shall be instituted, had and maintained in the manner herein provided and for the equal and ratable benefit of the owners of all Bonds then Outstanding. However, nothing contained in this Indenture shall affect or impair the right of any Bondholder to enforce the payment of the principal of, premium, if any, and interest on any Bond at and after the maturity thereof, or the limited obligation of the Bank to pay the principal of, premium, if any, and interest on each of the Bonds issued hereunder to the respective owners thereof at the time and place, from the source and in the manner expressed in the Bonds.

SECTION 10.08 Termination of Proceedings. In case the Trustee or any owner of any Bonds shall have proceeded to enforce any right under this Indenture by the appointment of a receiver or otherwise, and such proceedings shall have been discontinued or abandoned for any reason, or shall have been determined adversely, then and in every such case the Bank, the Trustee and the Bondholders shall be restored to their former positions and rights hereunder, respectively, and with regard to the property herein subject to this Indenture, and all rights, remedies and powers of the Trustee and the owners of Bonds shall continue as if no such proceedings had been taken.

SECTION 10.09 Waivers of Events of Default. The Trustee may, at its discretion waive any Event of Default hereunder and its consequences, and shall do so upon the written request of the Beneficial Owners of (a) more than sixty-six and two-thirds percent (66 2/3%) in aggregate principal amount of all the Bonds then Outstanding in respect of which an Event of Default in the payment of principal or interest exists, or (b) more than fifty percent (50%) in aggregate principal amount of all Bonds then Outstanding in the case of any other Event of Default; provided, however, that there shall not be waived (x) any Event of Default in the payment of the principal of any Outstanding Bond at the date of maturity specified therein or (y) any Event of Default in the payment when due of the interest on any Outstanding Bond unless prior to such waiver all of the interest or all payments of principal when due, as the case may be, with interest on overdue principal at the rate borne by such Bond, and all expenses of the Trustee in connection with such Event of Default shall have been paid or provided for or (z) any Event of Default for nonpayment of Program Expenses; and in case of any such waiver or rescission, or in case any proceeding taken by the Trustee on account of any such Event of Default shall have been discontinued or abandoned or determined adversely, then and in every such case the Bank, the Trustee and the Bondholders shall be restored to their former positions and rights hereunder, respectively, but no such waiver or recession shall extend to any subsequent or other Event of Default, or impair any rights consequent thereon.

SECTION 10.10 Notice of Defaults under Section 10.01(d) or (e); Opportunity of the Bank to Cure Such Defaults. Anything herein to the contrary notwithstanding, no Default under Section 10.01(d) or (e) hereof shall constitute an Event of Default until actual notice of such Default by registered or certified mail shall be given to the Bank by the Trustee and the Bank shall have had sixty (60) days after receipt of such notice to correct the Default or cause the Default to be corrected, and shall not have corrected the Default or caused the Default to be corrected within the applicable period; provided, however, if the Default be such that it is correctable but cannot be corrected within the applicable period, it shall not constitute an Event of Default if corrective action is instituted by the Bank within the applicable period and diligently pursued until the Default is corrected. If a Default is cured under this Section 10.10, then it will not constitute an Event of Default.

With regard to any alleged Default concerning which notice is given to the Bank under the provisions of this Section, the Bank hereby grants to the Trustee full authority for the account of the Bank to perform any covenant or obligation the failure of performance which is alleged in said notice to constitute an Event of Default, in the name and stead of the Bank with full power to do any and all things and acts to the same extent that the Bank could do and perform any such things and acts and with power of substitution.

ARTICLE XI

TRUSTEE

SECTION 11.01 Acceptance of the Trusts. The Trustee hereby accepts the trusts and duties imposed upon it by this Indenture, and agrees to perform said trusts and duties with the same degree of care and skill in their exercise, as a prudent corporate trustee would exercise or use under the circumstances in the conduct of his own affairs, but only upon and subject to the following express terms and conditions:

(a) The Trustee, prior to the occurrence of an Event of Default and after the curing of all Events of Default which may have occurred, undertakes to perform such duties and only such duties as are specifically set forth in this Indenture. In case an Event of Default has occurred (which has not been cured or waived) the Trustee shall exercise the rights and powers vested in it by this Indenture in accordance with the standard specified above.

(b) The Trustee may execute any of the trusts or powers hereof and perform any of its duties by or through attorneys, agents, receivers or employees but shall not be answerable for the conduct of the same if appointed in accordance with the standard specified above, and shall be entitled to advice of Counsel concerning all matters of trusts hereof and the duties hereunder, and may in all cases pay such reasonable compensation to all such attorneys, agents, receivers and employees as may reasonably be employed in connection with the trusts hereof. The Trustee may act upon the opinion or advice of any attorney or firm of attorneys (who may be the attorney or firm of attorneys for the Bank or the Trustee), if selected in accordance with the standard set forth above. The Trustee shall not be responsible for any loss or damage resulting from any action or non-action in good faith in reliance upon such opinion or advice.

(c) The Trustee shall not be responsible for any recital herein or in the Bonds, other than the Certificate of Authentication required by Section 3.04 hereof, or for the validity of the execution by the Bank of this Indenture or of any supplements hereto or instruments of further assurance, or for the sufficiency of the security for the Bonds issued hereunder or intended to be secured hereby.

(d) The Trustee shall not be accountable for the use of any Bonds authenticated or delivered hereunder. The Trustee may become the owner of Bonds secured hereby with the same rights which it would have if not the Trustee and Bonds owned by the Trustee shall be deemed Outstanding unless canceled pursuant to the provisions hereof.

(e) The Trustee shall be protected in acting upon any notice, request, consent, certificate, order, affidavit, letter, telegram or other paper or document reasonably believed to be genuine and correct and to have been signed or sent by the proper person or persons. The Trustee shall not withhold unreasonably its consent, approval or action to any reasonable request of the Bank. Any action taken by the Trustee pursuant to this Indenture upon the request of the Bank or consent of any person who at the time of making such request or giving such consent is the owner of any Bond, shall be conclusive and binding upon all future owners of the same Bond and upon Bonds issued in exchange therefor or in place thereof.

(f) As to the existence or nonexistence of any fact or as to the sufficiency or validity of any instrument, paper or proceeding, the Trustee shall be entitled in good faith to rely upon a certificate signed by an Authorized Officer as sufficient evidence of the facts therein contained and prior to the occurrence of an Event of Default of which the Trustee has become aware shall also be at liberty to accept a similar certificate to the effect that any particular dealing, transaction or action is necessary or expedient but may in its discretion secure such further evidence deemed necessary or advisable, but shall in no case be bound to secure the same. The Trustee may accept a certificate of an Authorized Officer of the Bank under its seal to the effect that a resolution in the form therein set forth has been adopted by the Bank as conclusive evidence that such resolution has been duly adopted and is in full force and effect.

(g) The permissive right of the Trustee to do things enumerated in this Indenture shall not be construed as a duty and it shall not be answerable for other than its gross negligence or willful default.

(h) At any and all reasonable times the Trustee and its duly authorized agents, attorneys, experts, engineers, accountants and representatives shall have the right to inspect any and all of the books, papers and records of the Bank pertaining to the Revenues and receipts pledged to the payment of the Bonds, and to take such memoranda from and in regard thereto as may be desired.

(i) The Trustee shall not be required to give any bond or surety in respect of the execution of the said trusts and powers or otherwise in respect of the premises.

(j) Notwithstanding anything elsewhere in this Indenture contained, the Trustee shall have the right, but shall not be required, to demand, in respect of the authentication of any Bonds, the withdrawal of any cash, or any action whatsoever within the purview of this Indenture, any showings, certificates, opinions, appraisals or other information, or corporate action or evidence thereof, in addition to that by the terms hereof required as a condition of such action, deemed desirable by the Trustee for the purpose of establishing the right of the Bank to the authentication of any Bonds, the withdrawal of any cash or the taking of any other action by the Trustee.

(k) Before taking any action referred to in Section 10.02, 10.03 or 10.07 hereof, the Trustee may require that a satisfactory indemnity bond be furnished for the reimbursement of all expenses to which it may be put and to protect it against all liability, except liability which is adjudicated to have resulted from its gross negligence or willful default, by reason of any action so taken.

(l) All moneys received by the Trustee shall, until used, applied or invested as herein provided, be held in trust for the purposes for which they were received but need not be segregated from other funds except to the extent required by law and this Indenture. The Trustee shall not be under any liability for interest on any moneys received hereunder except such as may be agreed upon.

(m) The Trustee for all purposes of this Indenture shall be deemed to be aware of any Event of Default in the payment of principal of or interest on any of the Bonds and any event of default in the payment of principal of and interest on the City Bond.

(n) The Trustee shall have no obligation to file financing statements or continuation statements.

(o) The Trustee's immunities and protections from liability and its right to indemnification in connection with the performance of its duties under this Indenture shall extend to the Trustee's officers, directors, agents, attorneys and employees. Such immunities and protections and rights to indemnification, together with the Trustee's right to compensation, shall survive the Trustee's resignation or removal, the discharge of this Indenture and final payment of the Bonds.

SECTION 11.02 Fees, Charges and Expenses of the Trustee. The Trustee shall be entitled to prompt payment and reimbursement upon demand for reasonable fees for its services rendered hereunder and all advances, counsel fees and other expenses reasonably and necessarily made or incurred by the Trustee in connection with such services. The Trustee shall be entitled to payment and reimbursement for the reasonable fees and charges of the Trustee as paying agent and registrar for the Bonds but only as herein provided. Upon any Event of Default, but only upon an Event of Default, the Trustee shall have a first lien with right of payment prior to payment on account of principal of or interest on any Bond upon the Trust Estate for the foregoing fees, charges and expenses incurred by it, respectively.

SECTION 11.03 Intervention by the Trustee. In any judicial proceeding to which the Bank is a party and which in the opinion of the Trustee and its Counsel has a substantial

bearing on the interests of the owners of the Bonds, the Trustee may intervene on behalf of the Bondholders, and shall do so if requested in writing by the Beneficial Owners of at least twenty-five percent (25%) of the aggregate principal amount of Bonds then Outstanding upon receiving indemnification satisfactory to the Trustee.

SECTION 11.04 Successor Trustee. Any corporation or association into which the Trustee may be converted or merged, or with which it may be consolidated, or to which it may sell or transfer its trust business and 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 ("Reorganization"), ipso facto shall be and become successor Trustee hereunder, if legally qualified to serve as such, and vested with all of the title to the Trust Estate and all the trusts, powers, discretions, 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 any of the parties hereto, anything herein to the contrary notwithstanding; provided that within thirty (30) days of the effective date of such Reorganization, the Bank may object to such corporation or association becoming successor Trustee by filing written notice of such objection with the successor Trustee and by mailing such notice to each Bondholder whereupon a successor or temporary Trustee shall be appointed in accordance with Section 11.07 hereof.

SECTION 11.05 Resignation by the Trustee. The Trustee and any successor Trustee may at any time resign from the trusts hereby by giving thirty (30) days' written notice by registered or certified mail to the Bank and the owner of each Bond as shown by the list of Bondholders required by this Indenture to be kept at the office of the Trustee, and such resignation shall only take effect upon the appointment of a successor Trustee in accordance with Section 11.07 and acceptance of such appointment by the successor Trustee.

SECTION 11.06 Removal of the Trustee. The Trustee may be removed at any time with or without cause by an instrument or concurrent instruments in writing delivered to the Trustee and to the Bank and signed by the Beneficial Owners of a majority in aggregate principal amount of all Bonds then Outstanding or their attorneys-in-fact duly. Notice of the removal of the Trustee shall be given in the same manner as provided in Section 11.05 hereof with respect to the resignation of the Trustee. So long as no Event of Default or an event which, with the passage of time would become an Event of Default, shall have occurred and be continuing, the Trustee may be removed at any time for cause by resolution or other official written action taken by the Bank with such written action to be filed with the Trustee.

SECTION 11.07 Appointment of Successor Trustee by the Bondholders; Temporary Trustee. In case the Trustee shall resign or be removed, or be dissolved, or shall be in course of dissolution or liquidation, or otherwise become incapable of acting hereunder, or in case it shall be taken under the control of any public officer or officers, or of a receiver appointed by a court, a successor may be appointed by the owners of a majority in aggregate principal amount of all Bonds then Outstanding by an instrument or concurrent instruments in writing signed by such owners, or by their attorneys-in-fact duly authorized, a copy of which shall be delivered personally or sent by registered mail to the Bank. Nevertheless, in case of such vacancy, the Bank by resolution may appoint a temporary Trustee to fill such vacancy. Within ninety (90) days of such appointment, the Bondholders may appoint a successor Trustee; any

such successor Trustee so appointed by the Bank shall become the successor Trustee if no appointment is made by the Bondholders within such period, but in the event an appointment is made by the Bondholders, the temporary Trustee shall immediately and without further act be superseded by any Trustee so appointed by such Bondholders. Notice of the appointment of a successor Trustee shall be given in the same manner as provided by Section 11.05 hereof with respect to the resignation of a Trustee. Every such Trustee appointed pursuant to the provisions of this Section shall be a trust company or bank in good standing in and incorporated under the laws of the State, duly authorized to exercise trust powers and subject to examination by federal or State authority, having a reported capital and surplus of not less than \$75,000,000, if there be such an institution willing, qualified and able to accept the trust upon reasonable or customary terms.

SECTION 11.08 Concerning Any Successor Trustee. Every successor Trustee appointed hereunder shall execute, acknowledge and deliver to its or his predecessor and also to the Bank an instrument in writing accepting such appointment hereunder, and thereupon such successor, without any further act, deed or conveyance, shall become fully vested with all the estates, properties, rights, powers, trusts, duties and obligations of its predecessors; but such predecessor shall, nevertheless, on the written request of the Bank, after the payment of all fees, charges and expenses which may be due and owing to such predecessor pursuant to the provisions of Section 11.02 hereof, execute and deliver an instrument transferring to such successor Trustee all the estates, properties, rights, powers and trusts of such predecessor hereunder; and shall deliver all securities, moneys and other property or documents held by it as Trustee hereunder to its or his successor hereunder. Should any instrument in writing from the Bank be required by any successor Trustee for more fully and certainly vesting in such successor the estate, rights, powers and duties hereby vested or intended to be vested in the predecessor any and all such instruments in writing shall, on request, be executed, acknowledged and delivered by the Bank. The resignation of any Trustee and the instrument or instruments removing any Trustee and appointing a successor hereunder, together with all other instruments provided for in this Article, shall be filed or recorded by the successor Trustee in each recording office where this Indenture shall have been filed or recorded, if any.

SECTION 11.09 Indemnification. The Bank, will, to the fullest extent permitted by law, protect, indemnify and save the Trustee and its respective officers, board members, attorneys, agents, and employees, harmless from and against all liabilities, losses, damages, costs, expenses (including attorneys' fees and expenses of the Trustee), taxes, causes of action, suits, claims, demands and judgments of any nature arising from:

- (a) violation of any agreement, provision or condition of this Indenture, the City Bond, the Bonds or the City Bond Resolution except a violation by the Trustee;
- (b) any statement or information relating to the expenditure of the proceeds of the Series 2022 Bonds contained in the "Tax Certificate" or similar document furnished by the City to the Bank which, at the time made, is misleading, untrue or incorrect in any material respect; and
- (c) any untrue statement or alleged untrue statement of a material fact contained in any offering material relating to the sale or remarketing of the Bonds (as

from time to time amended or supplemented) or arising out of or based upon the omission or alleged omission to state therein a material fact required to be stated therein or necessary in order to make the statements therein not misleading, or failure to properly register or otherwise qualify the sale of the Bonds or failure to comply with any licensing or other law or regulation which would affect the manner whereby or to whom the Bonds could be sold.

Promptly after receipt by the Trustee of notice of the commencement of any action with respect to which indemnity may be sought against the Bank under this Section, the Trustee will notify the Bank in writing of the commencement thereof, and, subject to the provisions hereinafter stated, the Bank shall assume the defense of such action (including the employment of Counsel or such other person as the case may be, and the payment of expenses). Insofar as such action shall relate to any alleged liability with respect to which indemnity may be sought against the Bank, the Trustee shall have the right to employ separate Counsel in any such action and to participate in the defense thereof, but the fees and expenses of such Counsel shall not be at the expense of the Bank unless the employment of such Counsel has been specifically authorized by the Bank, which approval shall not be unreasonably withheld. The Bank shall not be liable to indemnify any person for any settlement of any such action effected without its consent.

The provisions of this Section 11.09 shall survive the payment and discharge of the City Bond and the Bonds.

SECTION 11.10 Successor Trustee as Trustee of Funds, Paying Agent and Registrar. In the event of a change in the office of Trustee, the predecessor Trustee which has resigned or been removed shall cease to be Trustee of the funds provided hereunder and registrar and paying agent for principal of, premium, if any, and interest on the Bonds, and the successor Trustee shall become such Trustee, registrar and paying agent.

ARTICLE XII

SUPPLEMENTAL INDENTURES

SECTION 12.01 Supplemental Indentures not Requiring Consent of Bondholders. The Bank and the Trustee may, without the consent of, or notice to, any of the Bondholders, enter into an indenture or indentures supplemental to this Indenture for any one or more of the following purposes:

(a) To cure any ambiguity or formal defect or omission in this Indenture;

(b) To grant to or confer upon the Trustee for the benefit of the Bondholders any additional benefits, rights, remedies, powers or authorities that may lawfully be granted to or conferred upon the Bondholders or the Trustee, or to make any change which, in the opinion of Bond Counsel, does not materially and adversely affect the interest of the owners of Outstanding Bonds and does not require unanimous consent of the Bondholders pursuant to Section 12.02 hereof;

(c) To subject to this Indenture additional Revenues, properties or collateral;

(d) To modify, amend or supplement this Indenture or any indenture supplemental hereto in such manner as to permit the qualification hereof and thereof under the Trust Indenture Act of 1939 or any similar federal statute hereafter in effect or to permit the qualification of the Bonds for sale under the securities laws of the United States of America or of any of the states of the United States of America, and, if so determined, to add to this Indenture or any indenture supplemental hereto such other terms, conditions and provisions as may be permitted by said Trust Indenture Act of 1939 or similar federal statute;

(e) To evidence the appointment of a separate or co-trustee or the succession of a new Trustee hereunder or the succession of a new registrar and/or paying agent; and

(f) In connection with issuance of Refunding Bonds.

SECTION 12.02 Supplemental Indentures Requiring Consent of Bondholders. Exclusive of Supplemental Indentures provided for by Section 12.01 hereof and subject to the terms and provisions contained in this Section, and not otherwise, the owners of not less than a majority in aggregate principal amount of the Bonds then Outstanding which are affected (exclusive of Bonds held by the Bank) shall have the right, from time to time, anything contained in this Indenture to the contrary notwithstanding, to consent to and approve the execution by the Bank and the Trustee of such other indenture or indentures supplemental hereto as shall be deemed necessary and desirable by the Trustee for the purpose of modifying, altering, amending, adding to or rescinding, in any particular, any of the terms or provisions contained in this Indenture or in any Supplemental Indenture; provided, however, that nothing in this Section contained shall permit, or be construed as permitting, without the consent of the owners of all then Outstanding Bonds, (a) an extension of the maturity of the principal of or the interest or redemption date on any Bond issued hereunder, or (b) a reduction in the principal amount of any Bond or change in the rate of interest or redemption premium, or (c) a privilege or priority of any Bond or Bonds over any other Bond or Bonds, or (d) a reduction in the aggregate principal amount of the Bonds required for consent to such Supplemental Indenture, or (e) the creation of any lien securing any Bonds other than a lien ratably securing all of the Bonds at any time Outstanding hereunder, or (f) any modification of the trusts, powers, rights, obligations, duties, remedies, immunities and privileges of the Trustee without the written consent of the Trustee.

If at any time the Bank shall request the Trustee to enter into any such Supplemental Indenture for any of the purposes set forth in this Section, the Trustee shall, upon being satisfactorily indemnified with respect to expenses, cause notice of the proposed execution of such Supplemental Indenture to be mailed by registered or certified mail to each owner of a Bond at the address shown on the registration records maintained by the Trustee. Such notice shall briefly set forth the nature of the proposed Supplemental Indenture and shall state that copies thereof are on file at the Principal Office of the Trustee for inspection by all Bondholders. If, within sixty (60) days, or such longer period as shall be prescribed by the Bank, following the mailing of such notice, the owners of not less than fifty-one percent (51%) in aggregate principal amount of the Bonds Outstanding at the time of the execution of any such Supplemental Indenture (exclusive of Bonds held by the Bank) shall have consented to and approved the execution of such Supplemental Indenture as provided in Section 15.01 hereof, no owner of any Bond shall have any right to object to any of the terms and provisions contained therein, or the

operation thereof, or in any manner to question the propriety of the execution thereof, or to enjoin or restrain the Trustee or the Bank from executing the same or from taking any action pursuant to the provisions thereof. Upon the execution of any such Supplemental Indenture as in this Section permitted and provided, this Indenture shall be and be deemed to be modified and amended in accordance therewith.

ARTICLE XIII

[RESERVED]

ARTICLE XIV

[RESERVED]

ARTICLE XV

MISCELLANEOUS

SECTION 15.01 Consents, Etc., of Bondholders. Any consent, request, direction, approval, objection or other instrument required by this Indenture to be signed and executed by the Bondholders may be in any number or concurrent writings of similar tenor and may be signed or executed by such Bondholders in person or by an agent appointed in writing. Proof of the execution of any such consent, request, direction, approval, objection or other instrument or of the writing appointing any such agent and of the ownership of Bonds, if made in the following manner, shall be sufficient for any of the purposes of this Indenture, and shall be conclusive in favor of the Trustee with regard to any action taken by it or them under such request or other instrument, namely:

(a) The fact and date of the execution by any person of any such writing may be proved (i) by the certificate of any officer in any jurisdiction who by law has power to take acknowledgments within such jurisdiction that the person signing such writing acknowledged before him the execution thereof, or (ii) by an affidavit of any witness to such execution.

(b) The fact of ownership of Bonds and the amount or amounts, numbers and other identification of Bonds, and the date of holding the same shall be proved by the Bond Register of the Bank maintained by the Trustee pursuant to Section 3.06 hereof.

SECTION 15.02 Limitation of Rights. With the exception of rights herein expressly conferred, nothing expressed or mentioned in or to be implied from this Indenture or the Bonds is intended or shall be construed to give to any person or company other than the parties hereto, and the owners of the Bonds, any legal or suitable right, remedy or claim under or in respect to this Indenture or any covenants, conditions and provisions herein contained; this Indenture and all of the covenants, conditions and provisions hereof being intended to be and being for the sole and exclusive benefit of the parties hereto and the owners of the Bonds as herein provided.

SECTION 15.03 Severability. If any provision of this Indenture shall be held or deemed to be or shall, in fact, be illegal, inoperative or unenforceable, the same shall not affect any other provision or provisions herein contained or render the same invalid, inoperative or unenforceable to any extent whatever.

SECTION 15.04 Notices. Any notice, request, complaint, demand, communication or other paper shall be sufficiently given when delivered or mailed by registered or certified mail, postage prepaid, or sent by telegram, addressed to the appropriate Notice Address. A duplicate copy of each notice required to be given hereunder by the Trustee or the Bank to the City or the Original Purchaser shall also be given to the other. The Bank or the Trustee may, by notice given hereunder, designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent.

SECTION 15.05 Trustee as Paying Agent and Registrar. The Trustee is hereby designated and agrees to act as paying agent and registrar for and in respect to the Bonds.

SECTION 15.06 Payments Due on Saturdays, Sundays and Holidays. In any case where the date of maturity of interest on or principal of the Bonds or the date fixed for redemption of any Bonds shall be in the city of payment a Saturday, Sunday or a legal holiday or a day on which banking institutions are authorized by law to close, then payment of interest or principal may be made on the next Business Day with the same force and effect as if made on the date of maturity or the date fixed for redemption.

SECTION 15.07 Counterparts. This Indenture may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

SECTION 15.08 Receipt of Money or Revenues by Trustee. The Trustee is an authorized agent of the Bank for purposes of receiving money and Revenues on behalf of the Bank in accordance with provisions of this Indenture.

It is not the intent of this Section 15.08, or any other Section of this Indenture, to create a power of attorney relationship between the Bank and the Trustee.

SECTION 15.09 Applicable Provisions of Law. This Indenture shall be governed by and construed in accordance with the laws of the State.

[The remainder of this page left intentionally blank.]

IN WITNESS WHEREOF, the Bank has caused this Indenture to be executed on its behalf by its Executive Director and the seal of the Bank to be hereunto affixed and duly attested by its Secretary and the Trustee, to evidence its acceptance of the trusts created hereunder, has caused this Indenture to be executed in its name by its duly authorized officers and its corporate seal to be hereunto affixed and duly attested, all as of the day and year first above written.

MISSISSIPPI DEVELOPMENT BANK

By: _____
Executive Director

(SEAL)

ATTEST:

Secretary

Signature page to the Indenture of Trust, by and between, the Mississippi Development Bank and _____ Bank, as Trustee, dated _____, 2022.

_____ BANK,
as Trustee

By: _____
_____, _____

Signature page to the Indenture of Trust, by and between, the Mississippi Development Bank and _____ Bank, as Trustee, dated _____, 2022.

STATE OF MISSISSIPPI

COUNTY OF HINDS

On the ___ day of _____, 2022, before me, a Notary Public in and for said County, personally appeared Larry W. Mobley and _____ to me personally known, who, being by me first duly sworn, did say that they are the Executive Director and Secretary, respectively, of the Mississippi Development Bank, the Bank named in and which executed the foregoing Indenture, that the seal affixed to said instrument is the seal of the Bank, and that said instrument was signed, sealed, executed and delivered on behalf of said Bank by authority of its Board of Directors.

Notary Public

My Commission Expires:

(SEAL)

STATE OF _____

COUNTY OF _____

On the ___ day of _____, 2022, before me, a Notary Public in and for said County, personally appeared Greg Pulley to me personally known, who, being by me first duly sworn, did say that he is the Trust Officer, the Trustee named in and which executed the foregoing Indenture, that the seal affixed to said instrument is the seal of the Trustee, and that said instrument was signed, sealed, executed and delivered on behalf of said Trustee by authority of its Board of Directors.

Notary Public

My Commission Expires:

(SEAL)

EXHIBIT A
FORM OF CITY BOND

[BOND FORM]

THIS CITY BOND HAS BEEN ASSIGNED TO _____ BANK, _____, _____, AS TRUSTEE UNDER AN INDENTURE OF TRUST, DATED _____, 2022, BY AND BETWEEN THE MISSISSIPPI DEVELOPMENT BANK AND THE TRUSTEE. THIS CITY BOND IS REGISTERED IN THE NAME OF THE TRUSTEE AND IS NON-TRANSFERRABLE EXCEPT AS PERMITTED IN THE INDENTURE.

UNITED STATES OF AMERICA
STATE OF MISSISSIPPI
HINDS COUNTY
CITY OF JACKSON
GENERAL OBLIGATION BOND
SERIES 2022

NO. 1

\$7,500,000

<u>Rate of Interest</u>	<u>Maturity</u>	<u>Dated Date</u>
_____%	_____, 2037	_____, 2022

Registered Owner: _____ BANK,
As Assignee for the MISSISSIPPI DEVELOPMENT BANK

Principal Amount: SEVEN MILLION FIVE HUNDRED THOUSAND 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 City Bond, at the principal office of _____ Bank, _____, _____, or its successor, as paying agent (the "Paying Agent") for the General Obligation Bond, Series 2022, of the City (the "City Bond"), on the maturity date identified above, the principal amount identified above. Payment of the principal amount of this City Bond shall be made to the Registered Owner hereof who shall appear in the registration records of the City maintained by _____ Bank, _____, _____, or its successor, as transfer agent for the City Bond (the "Transfer Agent") at the times and periods as provided in the Indenture (herein defined).

The City further promises to pay interest on such principal amount from the date of this City Bond 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 Record Date (as defined in the Bond Resolution defined below).

Payments of principal of and interest on this City Bond shall be made by check or draft mailed on the Interest Payment Date (as defined in the Bond Resolution) to such Registered Owner at his address as it appears on such registration records.

This City Bond is issued under the authority of the Constitution and statutes of the State of Mississippi, including Sections 21-33-301 *et seq.*, Mississippi Code of 1972, as amended (the "**City Bond Act**") and Sections 31-25-1 *et seq.*, Mississippi Code of 1972, as amended (the "**Bank Act**") and together with the City Bond Act, the "**Act**"), and by the further authority of proceedings duly had by the City Council of the City, including a resolution adopted November 8, 2022 (the "**Bond Resolution**").

This City Bond is issued in the aggregate authorized principal amount of not to exceed Seven Million Five Hundred Thousand Dollars (\$7,500,000) to raise money for the purpose of repairing, improving, adorning and equipping the Arts Center of Mississippi and the Russell C. Davis Planetarium and for other authorized purposes in connection with same including constructing, improving and paving streets, sidewalks, driveways, parkways, walkways and public parking facilities in connection with making improvements to both the Arts Center of Mississippi and the Russell C. Davis Planetarium and for other authorized purposes under the Act, including funding capitalized interest, if applicable and paying the costs of issuance of this City Bond and the Bank Bonds.

The City will duly and punctually pay the principal of, premium, if any, and interest on the City Bond at the dates and the places and in the manner mentioned in the Bond Resolution, according to the true intent and meaning thereof. Notwithstanding any schedule of payments upon the City Bond, the City agrees to make payments upon the City Bond and be liable therefor at such times and in such amounts (including principal, premium, if any, and interest) so as to provide for payment of the principal of, premium, if any, and interest on the not to exceed \$7,500,000 Mississippi Development Bank Special Obligation Bonds, Series 2022 (Jackson, Mississippi General Obligation Bond Planetarium Improvement Project) (the "**Bank Bonds**"), outstanding under the Indenture of Trust, by and between the Mississippi Development Bank and _____ Bank, _____, _____, as trustee (the "**Trustee**"), dated _____, 2022 (the "**Indenture**") when due whether upon a scheduled interest payment date, at maturity or by mandatory redemption or optional redemption.

Reference is hereby made to the Bond Resolution and to all amendments and supplements thereto for the provisions, among others, with respect to the nature and extent of the security for the Bondholder, the rights, duties and obligations of the City and the Bondholder and the terms upon which the City Bond is or may be issued and secured.

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 City Bond is 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 bond fund of the City Bond, or has made other provisions for funds, to be applied toward the payment of the principal of and interest on the City Bond 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 City Bond as the same falls due.

This City Bond is the only evidence of indebtedness issued and outstanding under the Bond Resolution. This City Bond has been purchased by the Mississippi Development Bank and has been assigned to the Trustee under the Indenture; this City Bond is registered in the name of the Trustee and is non-transferrable except as provided in the Indenture.

The City and the Trustee may deem and treat the person in whose name this City Bond is registered as the absolute owner hereof, whether this City Bond shall be overdue or not, for the purpose of receiving payment of the principal of, redemption premium, if any, and interest on this City Bond and for all other purposes. All such payments so made to the registered owner shall be valid and effectual to satisfy and discharge the liability upon this City Bond to the extent of the sum or sums or paid, and neither the City nor the Trustee shall be affected by any notice to the contrary.

This City Bond shall only be redeemed under the Bond Resolution to the extent and in the manner required to redeem the Bank Bonds pursuant to the provisions of the Indenture.

Modifications or alterations of the Bond Resolution may be made only to the extent and under the circumstances permitted by the Indenture.

This City 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 City Bond, in order to make the same legal and binding general obligation 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 City 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 City 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 City 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, on this the ____ day of _____, 2022.

CITY OF JACKSON, MISSISSIPPI

BY: _____
Mayor

COUNTERSIGNED:

City Clerk
(SEAL)

CERTIFICATE OF REGISTRATION AND AUTHENTICATION

This City Bond is the City Bond described in the within mentioned Bond Resolution and is the General Obligation Bond, Series 2022, of the City of Jackson, Mississippi.

_____ BANK,
as Transfer Agent

BY: _____
Authorized Signatory

Date of Registration and Authentication: _____, 2022

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 City 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 _____, 2022.

City Clerk

(SEAL)

RESOLUTION FINDING AND DETERMINING THAT THE RESOLUTION ADOPTED ON SEPTEMBER 27, 2022, WAS DULY PUBLISHED AS REQUIRED BY LAW; THAT NO SUFFICIENT PROTEST DESCRIBED IN SAID RESOLUTION HAS BEEN FILED BY THE QUALIFIED ELECTORS; AND AUTHORIZING THE ISSUANCE OF SAID BONDS AND/OR BOND AND/OR LOAN.

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

1. Heretofore, on September 27, 2022, the Governing Body adopted a resolution entitled "AMENDED AND RESTATED RESOLUTION DECLARING THE INTENTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF JACKSON, MISSISSIPPI, TO EITHER ISSUE GENERAL OBLIGATION BONDS OF THE CITY, AND/OR ISSUE A GENERAL OBLIGATION BOND OF THE CITY FOR SALE TO THE MISSISSIPPI DEVELOPMENT BANK AND/OR ENTER INTO A LOAN WITH THE MISSISSIPPI DEVELOPMENT BANK, ALL IN AN AGGREGATE PRINCIPAL AMOUNT OF NOT TO EXCEED SEVEN MILLION FIVE HUNDRED THOUSAND DOLLARS (\$7,500,000) TO RAISE MONEY FOR THE PURPOSE OF REPAIRING, IMPROVING, ADORNING AND EQUIPPING THE ARTS CENTER OF MISSISSIPPI AND THE RUSSELL C. DAVIS PLANETARIUM AND FOR OTHER AUTHORIZED PURPOSES IN CONNECTION WITH SAME INCLUDING CONSTRUCTING, IMPROVING AND PAVING STREETS, SIDEWALKS, DRIVEWAYS, PARKWAYS, WALKWAYS AND PUBLIC PARKING FACILITIES IN CONNECTION WITH MAKING IMPROVEMENTS TO BOTH THE ARTS CENTER OF MISSISSIPPI AND THE RUSSELL C. DAVIS PLANETARIUM ALL PURUSANT TO SECTIONS 21-33-301 ET SEQ., MISSISSIPPI CODE OF 1972, AS AMENDED AND SUPPLEMENTED FROM TIME TO TIME AND SECTIONS 31-25-1 ET SEQ., MISSISSIPPI CODE OF 1972, AS AMENDED AND SUPPLEMENTED FROM TIME TO TIME, INCLUDING FUNDING CAPITALIZED INTEREST, IF APPLICABLE AND PAYING THE COSTS OF BORROWING, DIRECTING THE PUBLICATION OF A NOTICE OF SUCH INTENTION; AND FOR RELATED PURPOSES." (the "**Amended and Restated Intent Resolution**") wherein the Governing Body indicated its intent to (a) issue general obligation bonds of the City, in one or more series, in a total aggregate principal amount not to exceed Seven Million Five Hundred Thousand Dollars (\$7,500,000), (b) issue a general obligation bond of the City, in one or more series, to be sold to the Mississippi Development Bank (the "**Bank**") in a total aggregate principal amount not to exceed Seven Million Five Hundred Thousand Dollars (\$7,500,000), and/or (c) enter into a loan with the Bank to borrow money from the Bank in a total principal amount not to exceed Seven Million Five Hundred Thousand Dollars (\$7,500,000), as the date and hour for any protest to be made and filed against the issuance of such general obligation bonds, general obligation bond and/or loan as described in the Intent Resolution.

2. As required by law and as directed by the Amended and Restated Intent Resolution, said Amended and Restated Intent Resolution was published once a week for at least three (3) consecutive weeks in *The Mississippi Link* and/or *The Clarion Ledger Star*, newspapers published in the City, and having a general circulation in the City, and qualified under the provisions of Section 13-3-31, Mississippi Code of 1972, as amended, the first publication

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(Kidd, Lumumba)

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having been made not less than twenty-one (21) days before November 8, 2022, and the last publication to be not more than seven (7) days prior to such date, as evidenced by the publisher's affidavit heretofore presented and attached hereto as **EXHIBIT A**.

3. On or prior to 10:00 o'clock a.m. on November 8, 2022, no written protest against the issuance of such general obligation bonds, general obligation bond and/or loan as described in the Amended and Restated Intent Resolution, had been filed or presented by qualified electors of the City with the City Clerk of the City (the "**City Clerk**") in her office located in City Hall.

4. The Governing Body did meet at its usual meeting place in City Hall at 10:00 o'clock a.m. on November 8, 2022, and the Governing Body does hereby find, determine and adjudicate that no protest against the issuance of the general obligation bonds, general obligation bond and/or loan as described in the Amended and Restated Intent Resolution had been duly filed with the City Clerk on or before 10:00 o'clock a.m. on November 8, 2022 as required by the Intent Resolution.

5. The Governing Body is now authorized and empowered by the provisions of Sections 21-33-301 et seq., Mississippi Code of 1972, as amended (the "**City Bond Act**") and Sections 31-25-1 et seq., Mississippi Code of 1972, as amended (the "**Bank Act**" and together with the City Bond Act, the "**Act**") and other applicable laws of the State of Mississippi, to issue such general obligation bonds, general obligation bond and/or loan as described in the Amended and Restated Intent Resolution, all in a total aggregate principal amount of not to exceed \$7,500,000 without any election on the question of the issuance thereof at any time within a period of two (2) years after November 8, 2022.

6. The amount of the general obligation bonds, general obligation bond and/or loan so proposed to be issued, when added to the outstanding indebtedness of the City, will not exceed any constitutional or statutory limitation of indebtedness.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY AS FOLLOWS:

SECTION 1. That the Governing Body is now authorized and empowered by the Act to (a) issue general obligation bonds (the "**Bonds**"), in one or more series, pursuant to the City Bond Act, and/or (b) issue a general obligation bond of the City, in one or more series, to be sold to the Bank (the "**City Bond**") pursuant to the Act, and/or (c) enter into a loan with the Bank to borrow money from the Bank, all in the maximum aggregate principal amount of not to exceed Seven Million Five Hundred Thousand Dollars (\$7,500,000), as described in the Intent Resolution, for the purpose set forth therein, including, but not limited to repairing, improving, adorning and equipping the Arts Center of Mississippi and the Russell C. Davis Planetarium and for other authorized purposes in connection with same including constructing, improving and paving streets, sidewalks, driveways, parkways, walkways and public parking facilities in connection with making improvements to both the Arts Center of Mississippi and the Russell C. Davis Planetarium and for other authorized purposes under the Act, including funding capitalized interest, if applicable and paying the costs of borrowing (all together the "**Project**").

SECTION 2. The Bonds or the City Bond may be issued in one or more series and, if issued, will be general obligations of the City 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 bond fund of the Bonds or the City Bond, or has made other provisions for funds, to be applied toward the payment of the principal of and interest on the Bonds or the City Bond due during the ensuing fiscal year of the City, in accordance with the provisions of the bond resolution adopted by the Governing Body in connection with the issuance of the Bonds or the City Bond. The Loan will be payable from available revenues of the City and will not constitute an indebtedness of the City within the meaning of any constitutional or statutory restrictions, limitations, or provisions, and the taxing power of the City will not be pledged to the payment of the Loan.

SECTION 3. The Bonds and/or the City Bond and/or Loan shall be issued and offered for sale in accordance with the further orders and directions of this Governing Body.

[Remainder Intentionally Left Blank]

Council Member _____ made the motion and Council Member _____ seconded the motion to adopt the foregoing resolution, and the question being put to a roll call vote, the result was as follows:

Yeas:

Nays:

Abstained:

Absent:

The President of the Council then declared the resolution passes and adopted this the 8th day of November 2022.

APPROVED BY:

/s/ Ashby Foote
PRESIDENT OF THE CITY COUNCIL

/s/ Chokwe Antar Lumumba
MAYOR

ATTEST:

/s/ Angela Harris
CITY CLERK

(SEAL)

EXHIBIT A
PROOF OF PUBLICATION

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET November 2, 2022 .

POINTS		DATE
1.	Brief Description	RESOLUTION FINDING AND DETERMINING THAT THE RESOLUTION ADOPTED ON SEPTEMBER 27, 2022, WAS DULY PUBLISHED AS REQUIRED BY LAW; THAT NO SUFFICIENT PROTEST DESCRIBED IN SAID RESOLUTION HAS BEEN FILED BY THE QUALIFIED ELECTORS; AND AUTHORIZING THE ISSUANCE OF SAID BONDS AND/OR BOND AND/OR LOAN.
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, 5, 7
3.	Who will be affected	Citizens throughout the city and tourists who will visit the Planetarium and the Arts Center
4.	Benefits	These funds will be used to make upgrades, repairs and renovations to the Arts Center of Mississippi and the Planetarium.
5.	Schedule (beginning date)	2023 and into 2024
6.	Location: ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable	Ward 7 Yes
7.	Action implemented by: ▪ City Department <input checked="" type="checkbox"/> ▪ Consultant <input type="checkbox"/>	Department of Human and Cultural Services
8.	COST	\$0
9.	Source of Funding	


Department of Human & Cultural Services



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

MEMORANDUM

To: Mayor Chokwe Antar Lumumba

From: Adriane Dorsey-Kidd 
Department of Human and Cultural Services

Date: November 2, 2022

Subject: No Protest Resolution – Planetarium/Arts Center GO Bonds

This is a No Protest Resolution for the Planetarium and Arts Center GO Bonds. We need this item on the November 8, 2022 meeting to maintain a timeline allowing us to close by the end of the year. We were actively exploring options related to the potential for New Market Tax Credits (NMTCs) that were going to dictate the issuance of taxable vs tax-exempt rates. We are continuing with tax-exempt rates and will be able to further investigate this potential through that avenue.

Please free to contact David Lewis, Tray Hairston, Fidelis Malembeka, or Ricardo Callendar 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 RESOLUTION FINDING AND DETERMINING THAT THE RESOLUTION ADOPTED ON SEPTEMBER 27, 2022, WAS DULY PUBLISHED AS REQUIRED BY LAW; THAT NO SUFFICIENT PROTEST DESCRIBED IN SAID RESOLUTION HAS BEEN FILED BY THE QUALIFIED ELECTORS; AND AUTHORIZING THE ISSUANCE OF SAID BONDS AND/OR BOND AND/OR LOAN is legally sufficient for placement in NOVUS Agenda.



Catoria Martin, City Attorney

11/3/22
Date

ORDER AUTHORIZING THE MAYOR TO EXECUTE A MEMORANDUM OF UNDERSTANDING AND RELATED DOCUMENTS WITH THE STATE OF MISSISSIPPI'S DEPARTMENT OF FINANCE AND ADMINISTRATION TO ISSUE FUNDS ALLOCATED TO THALIA MARA HALL IN THE AMOUNT OF TWO MILLION DOLLARS FOR RENOVATIONS AND UPGRADES TO THALIA MARA HALL.

OFFICE OF THE CITY ATTORNEY
11/13/22
KIDDE

WHEREAS, the Line-Item Appropriation Transparency Act provides for “pass-through funding” which is a line-item appropriation by the Legislature to a state agency that is itemized on a separate line in a state agency’s appropriation bill and this is intended to be passed through the state agency to local government entities; and

WHEREAS, during the State of Mississippi 2022 Legislative Session, House Bill No. 1353 created the “2022 IHL CAPITAL IMPROVEMENTS FUND” and, more specifically, Section 25(11111111), allocated two million dollars “to assist the City of Jackson, Mississippi, in paying costs associated with renovations and upgrades for Thalia Mara Hall;” and

WHEREAS, the City of Jackson is an authorized “recipient entity” that receives money by way of pass-through funding from a state agency pursuant to Section 27-104-351(c) of the Line-Item Appropriation Transparency Act; and

WHEREAS, Section 25 (2)(a) of House Bill No. 1353 provides that “monies deposited into the fund shall be disbursed by the Department of Finance and Administration;” and

WHEREAS, any disbursement to the City of Jackson shall only be made after the City of Jackson has entered into a written agreement with the Department of Finance and Administration; and

WHEREAS, the Department of Human and Cultural Services recommends to the governing authorities for the City of Jackson that the Mayor be authorized to execute a written agreement containing the following substantive provisions:

Section 1. The DFA, pursuant to the Act, shall disburse the Project Funds from the 2022 Local Improvements Projects Fund upon written request of the City of Jackson to pay the costs associated with the Project.

Section 2. The City of Jackson certifies and agrees to make every effort to expend all funds received from the 2022 Local Improvements Projects Fund within thirty-six (36) months from the date of receipt and solely for the costs of the Project as set forth in the Act and upon the terms and provisions of this MOU. Failure of the City of Jackson to adhere to any provision within this MOU may result in immediate action by the State of Mississippi to recover project funds.

Section 3. The City of Jackson agrees to procure any necessary construction, goods, and services for the Project in accordance with State procurement laws to the extent the City of Jackson is subject to same. Failure to adhere may cause the DFA to withhold all sums for the Project and seek recovery of same. Further, the City of Jackson agrees to maintain on

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(Kidd, Lumumba)

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file the documentation listed in "Exhibit A" attached hereto and incorporated herein, in accordance with State law and the recitals of this MOU.

Section 4. The City of Jackson agrees to provide the DFA quarterly notarized reports as set forth hereinabove, in a format designated by the DFA. The quarterly reports shall be provided within thirty (30) days of each calendar quarter end. The City of Jackson shall also provide the DFA with a final report summarizing the expenditures and use of the Project Funds no more than thirty (30) days after final expenditure of the Project Funds.

Section 5. The City of Jackson agrees to maintain copies of all invoices, bank statements, and similar documentation for each expenditure of all funds received from the 2022 Local Improvements Projects Fund sufficient to satisfy and confirm, to the DFA's satisfaction, that such funds have been expended solely for the costs of the project as authorized and provided by the Act.

Section 6. The City of Jackson agrees that if any proceeds from the Project Funds are remaining at the completion of the Project, the City of Jackson will immediately notify and consult with the DFA regarding the disposition of the funds and said funds shall be directed in accordance with the Act.

Section 7. The City of Jackson agrees that Project Funds shall be expended in accordance with all State and Federal laws and regulations, and that failure to do so may cause the DFA to withhold funds for the Project or seek recovery of same.

WHEREAS, the Department of Human and Cultural Services intends to utilize the state funds for renovations and upgrades to Thalia Mara Hall including, but not limited to, exterior covering for ADA walkways, exterior lighting, signage, sound equipment, lighting equipment, rigging, and wayfinding in anticipation for the USA International Ballet Competition.

IT IS HEREBY ORDERED that the Mayor is authorized to execute a Memorandum of Understanding and related documents between the City of Jackson and the State of Mississippi's Department of Finance and Administration that will govern the issuance of funds in the amount of \$2,000,000.00 solely for the costs associated with renovations and upgrades to Thalia Mara Hall.

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET October 24, 2022 .

DATE

POINTS		COMMENTS
1.	Brief Description	ORDER AUTHORIZING THE MAYOR TO EXECUTE A MEMORADUM OF UNDERSTANDING BETWEEN THE CITY OF JACKSON AND THE STATE OF MISSISSIPPI'S DEPARTMENT OF FINANCE AND ADMINISTRATION TO ISSUE FUNDS ALLOCATED TO THALIA MARA HALL IN THE AMOUNT OF \$2,000,000 (TWO MILLION DOLLARS) FOR RENOVATION WORK.
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, 5, 7
3.	Who will be affected	Citizens who visit Thalia Mara Hall, entities/organizations who rent and perform in the facility, visitors from all over the world coming to town for the USA IBC.
4.	Benefits	These funds will be used to make upgrades to the exterior of the facility (including, but not limited to, wayfinding signage, exterior lighting, covering for accessible walkway, reworked fountains) and backstage (including, but not limited to, new sound equipment, rigging needs, lighting, green room flooring, and dressing room upgrades).
5.	Schedule (beginning date)	Upon execution of agreement, the funds will be transferred to the City of Jackson.
6.	Location: ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable	Ward 7 Yes

7.	Action implemented by: <input checked="" type="checkbox"/> City Department <input type="checkbox"/> Consultant	Department of Human and Cultural Services																																								
8.	COST	\$0																																								
9.	Source of Funding <input type="checkbox"/> General Fund <input type="checkbox"/> Grant <input checked="" type="checkbox"/> Bond <input type="checkbox"/> Other	Funds coming from Department of Finance and Administration																																								
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> </tr> <tr> <td><u>AABE</u></td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> </tr> <tr> <td><u>WBE</u></td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> </tr> <tr> <td><u>HBE</u></td> <td>_____ %</td> <td>WAIVER</td> <td>yes</td> <td>___</td> <td>no</td> <td>___</td> <td>N/A</td> </tr> <tr> <td><u>NABE</u></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	<u>AABE</u>	_____ %	WAIVER	yes	___	no	___	N/A	<u>WBE</u>	_____ %	WAIVER	yes	___	no	___	N/A	<u>HBE</u>	_____ %	WAIVER	yes	___	no	___	N/A	<u>NABE</u>	_____ %	WAIVER	yes	___	no	___	N/A
ABE	_____ %	WAIVER	yes	___	no	___	N/A																																			
<u>AABE</u>	_____ %	WAIVER	yes	___	no	___	N/A																																			
<u>WBE</u>	_____ %	WAIVER	yes	___	no	___	N/A																																			
<u>HBE</u>	_____ %	WAIVER	yes	___	no	___	N/A																																			
<u>NABE</u>	_____ %	WAIVER	yes	___	no	___	N/A																																			


Department of Human & Cultural Services



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

MEMORANDUM

To: Mayor Chokwe Antar Lumumba

From: Adriane Dorsey-Kidd 
Department of Human and Cultural Services

Date: October 24, 2022

Subject: MOU between City of Jackson and DFA – re: Thalia Mara Hall funds

During the 2022 Legislative Session, HB 1353 designated \$2,000,000.00 to the City of Jackson to assist with renovations and repairs to Thalia Mara Hall in advance of the USA IBC competition. These funds will be used to make upgrades to the exterior of the facility (including, but not limited to, wayfinding signage, exterior lighting, covering for accessible walkway, reworked fountains) and backstage (including, but not limited to, new sound equipment, rigging needs, lighting, green room flooring, and dressing room upgrades). We need to move efficiently and expeditiously to make sure the work is completed before the return of the competition in June 2023.

Please free to contact David Lewis with any questions or clarifications you may have.

Office of the City Attorney

OFFICE OF THE CITY ATTORNEY
10/21/22
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 MEMORANDUM OF UNDERSTANDING AND RELATED DOCUMENTS WITH THE STATE OF MISSISSIPPI'S DEPARTMENT OF FINANCE AND ADMINISTRATION TO ISSUE FUNDS ALLOCATED TO THALIA MARA HALL IN THE AMOUNT OF TWO MILLION DOLLARS FOR RENOVATIONS AND UPGRADES TO THALIA MARA HALL is legally sufficient for placement in NOVUS Agenda.



Catoria Martin, City Attorney

Sondra Moncure, Deputy City Attorney 

11/2/22
Date

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (hereinafter the "MOU") is entered into between the Mississippi Department of Finance and Administration (hereinafter the "DFA") and the City of Jackson for the purpose of establishing the agreed upon conditions under which the DFA may disburse funds to assist the City of Jackson in paying costs associated with renovations and upgrades for Thalia Mara Hall (hereinafter the "Project") specified in Section 25 of House Bill 1353, 2022 Regular Legislative Session, Laws of 2022, (hereinafter the "Act"). This MOU is entered into in accordance with Miss. Code Ann. Section 27-104-351, also known as the Line-Item Appropriation Transparency Act, and pursuant to, and subject to the terms of the Act, which authorizes an amount not to exceed \$2,000,000.00 (hereinafter the "Project Funds"), for the Project. **(PLEASE NOTE THAT IT IS YOUR RESPONSIBILITY TO SPEND THE FUNDS RECEIVED FROM THE STATE IN ACCORDANCE WITH THE ACT AS WELL AS ALL STATE AND FEDERAL LAWS AND REGULATIONS.)**

RECITALS

WHEREAS, Section 25 of House Bill 1353, 2022 Regular Legislative Session, authorized expenditures from the 2022 Local Improvements Projects Fund for certain projects; and

WHEREAS, pursuant to Section 25 of House Bill 1353, 2022 Regular Legislative Session, Laws of 2022, the Legislature has appropriated funds to the City of Jackson to pay the costs of the Project; and

WHEREAS, the Act authorizes the DFA to disburse monies in the 2022 Local Improvements Projects Fund to pay the costs of the Project; and

WHEREAS, the City of Jackson shall maintain the Project Funds in a separate bank account; and

WHEREAS, the DFA has requested the City of Jackson to maintain on file the documentation listed in "Exhibit A" attached hereto and incorporated herein by reference, to the extent the City of Jackson is subject to the State's procurement laws; and

WHEREAS, the City of Jackson agrees to expend the funds within thirty-six (36) months from the date of receipt from the DFA; and

WHEREAS, the City of Jackson agrees that if any proceeds from the Project Funds are remaining at the completion of the Project, the City of Jackson will immediately notify and consult with the DFA regarding the disposition of the funds, and said funds shall be directed in accordance with the Act; and

WHEREAS, the City of Jackson agrees to provide a written description and an itemized report detailing the Project Funds' expenditure and an update on the status of

the Project, including future expenditure of the funds. Such reports shall be submitted at least quarterly on the following dates: April 30, 2023; July 30, 2023; October 30, 2023; and January 30, 2024; and

WHEREAS, the quarterly reports must be provided on a form designated by the DFA and must include all invoices and bank statements associated with the reported expenditures; and

WHEREAS, the quarterly reports shall be provided within thirty (30) days of each calendar quarter end. The City of Jackson shall also provide to the DFA a final report no more than thirty (30) days after final expenditure of funds, summarizing the expenditures and use of the Project Funds upon completion of the Project. All invoices that have not previously been submitted, shall be submitted upon completion of the Project; and

WHEREAS, the DFA finds that it is in the best interest of the City of Jackson that the funds on deposit in the 2022 Local Improvements Projects Fund for the City of Jackson should be disbursed to the City of Jackson and that the City of Jackson shall directly administer the expenditure of such funds for the Project.

NOW, THEREFORE, IT IS MUTUALLY AGREED BY THE MISSISSIPPI DEPARTMENT OF FINANCE AND ADMINISTRATION AND THE CITY OF JACKSON AS FOLLOWS:

Section 1. The DFA, pursuant to the Act, shall disburse the Project Funds from the 2022 Local Improvements Projects Fund upon written request of the City of Jackson to pay the costs associated with the Project.

Section 2. The City of Jackson certifies and agrees to make every effort to expend all funds received from the 2022 Local Improvements Projects Fund within thirty-six (36) months from the date of receipt and solely for the costs of the Project as set forth in the Act and upon the terms and provisions of this MOU. Failure of the City of Jackson to adhere to any provision within this MOU may result in immediate action by the State of Mississippi to recover project funds.

Section 3. The City of Jackson agrees to procure any necessary construction, goods, and services for the Project in accordance with State procurement laws to the extent the City of Jackson is subject to same. Failure to adhere may cause the DFA to withhold all sums for the Project and seek recovery of same. Further, the City of Jackson agrees to maintain on file the documentation listed in "Exhibit A" attached hereto and incorporated herein, in accordance with State law and the recitals of this MOU.

Section 4. The City of Jackson agrees to provide the DFA quarterly notarized reports as set forth hereinabove, in a format designated by the DFA. The quarterly reports shall be provided within thirty (30) days of each calendar quarter end. The City of Jackson shall also provide the DFA with a final report summarizing the expenditures and use of

the Project Funds no more than thirty (30) days after final expenditure of the Project Funds.

Section 5. The City of Jackson agrees to maintain copies of all invoices, bank statements, and similar documentation for each expenditure of all funds received from the 2022 Local Improvements Projects Fund sufficient to satisfy and confirm, to the DFA's satisfaction, that such funds have been expended solely for the costs of the project as authorized and provided by the Act.

Section 6. The City of Jackson agrees that if any proceeds from the Project Funds are remaining at the completion of the Project, the City of Jackson will immediately notify and consult with the DFA regarding the disposition of the funds and said funds shall be directed in accordance with the Act.

Section 7. The City of Jackson agrees that Project Funds shall be expended in accordance with all State and Federal laws and regulations, and that failure to do so may cause the DFA to withhold funds for the Project or seek recovery of same.

Section 8. All notices or information pursuant to this MOU shall be provided as follows:

City of Jackson
Attn: Adriane Dorsey-Kidd, Director of Human and Cultural Services
1000 Metrocenter, Suite 101
Jackson, Mississippi 39209
Telephone: 601-960-0383
Email: adkidd@jacksonms.gov

Mississippi Department of Finance and Administration
Attn: Gilda Reyes, Bond Advisory Director
501 North West Street, Suite 1301
Jackson, Mississippi 39201
Telephone: 601-359-5516
Email: Gilda.Reyes@dfa.ms.gov

Section 9. This MOU shall be effective from and after the final signature date.

IN WITNESS THEREOF, the parties have affixed their signatures on the dates indicated below.

MISSISSIPPI DEPARTMENT OF FINANCE AND ADMINISTRATION

By: _____
Liz Welch, Executive Director

Date: _____

CITY OF JACKSON

By: _____
Chokwe Antar Lumumba, Mayor

Date: _____

Date attested: _____

Attested By: _____
City Clerk

EXHIBIT A

The City of Jackson shall maintain on file, the following items in relation to the Project:

1. Proof of Advertisement (i.e. copy of the advertisement, MPTAP and/or procurement portal posting, etc.) for any Request for Qualification (RFQ), Request for Proposals (RFP), or Invitation for Bid (IFB).
2. The Program of Work for the Project.
3. All solicitation documents (RFQ, RFP, IFB, etc.).
4. A list of bidders/respondents, including the Bid Tabulation Form/Register of Proposals. For construction awards, include recommendation of the Professional for the award of contract. For items procured by RFQ or RFP, include evaluation committee tally sheets/overall scoring in support of award decision.
5. A copy of all payment requests or invoices for said construction, goods, and services. In the case of construction contractor payment applications, include Professional's approval of payment.
6. All contracts awarded for the Project.
7. All bank statements.
8. A copy of the Memorandum of Understanding between the City of Jackson and the Department of Finance and Administration.
9. A copy of all quarterly reports and the final report submitted to the Department of Finance and Administration.
10. Any and all other documentation which may be required to document, to the DFA's satisfaction, that the Project funds are expended solely for the costs of the Project as set forth in the Act and upon the terms and provisions of this MOU.



Date

Mrs. Gilda Reyes, Bond Advisory Director
MS Department of Finance and Administration
501 North West Street, Suite 1301
Jackson, Mississippi 39201

Re: Request for Project Funding
2022 Local Improvements Projects Fund

Dear Mrs. Reyes:

On _____, the City of Jackson and the Department of Finance Administration entered into a written agreement for the purpose of establishing agreed upon conditions in which DFA may disburse funds to assist the City in paying costs associated with renovations and upgrades for Thalia Mara Hall.

Please accept this letter as a formal request by the City of Jackson that the Department of Finance and Administration (DFA) transfer \$2,000,000.00 of State Funds, as authorized by Section 25 (rrrrrrr) of House Bill 1353, 2022 Regular Legislative Session, to the City of Jackson to cover the costs of renovations and upgrades.

Our electronic payment information is as follows:

Bank Name: _____

Routing No.: _____

Account No.: _____

MAGIC Vendor No.: **3100019952**

The City of Jackson appreciates your assistance.

Chokwe Antar Lumumba, Mayor

Verification Form

Please read and initial each statement below to verify your understanding of the requirements.

_____ 1) The funds (when funding is available) will be sent to your general account that ties to the vendor number supplied to our office through Paymode.

_____ 2) A separate bank account will have to be opened and you are responsible to transfer the funds to the new bank account. This account is only for the funds in HB1353. No other funds can be in this account (even if you have received prior funding for the same project).

_____ 3) Quarterly reports are due to the Bond Advisory Division thirty (30) days after each quarter end.

1st quarter – January – March Report due by April 30

2nd quarter – April – June Report due by July 30

3rd quarter – July – September Report due by October 30

4th quarter – October – December Report due by January 30

_____ 4) Bank Statements (from each month of the quarter) and invoices (when there are expenditures) are to be sent with the quarterly report.

_____ 5) Quarterly reports are to be completed even if there were no expenditures for the quarter.

_____ 6) Bank fees cannot be paid with funds. Please confirm that no fees will be charged by your bank. If the bank does charge fees, the bank will have to refund the fees or you will be responsible to pay those fees.

Request for Taxpayer Identification Number and Certification

**Give Form to the
 requester. Do not
 send to the IRS.**

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type.
 See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ▶ _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
5 Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional)
8 City, state, and ZIP code	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number																						
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Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ▶ _____	Date ▶ _____
------------------	----------------------------------	--------------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What Is FATCA Reporting*, later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the instructions for Part II for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships*, earlier.

What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note: ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual • Sole proprietorship, or • Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	Individual/sole proprietor or single-member LLC
• LLC treated as a partnership for U.S. federal tax purposes, • LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or • LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• Partnership	Partnership
• Trust/estate	Trust/estate

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for ...	THEN the payment is exempt for ...
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.SSA.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/Businesses and clicking on Employer Identification Number (EIN) under Starting a Business. Go to www.irs.gov/Forms to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to www.irs.gov/OrderForms to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABL accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor ²
5. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee ¹ The actual owner ¹
6. Sole proprietorship or disregarded entity owned by an individual	The owner ³
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor ⁴
For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity ⁴
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee

For this type of account:	Give name and EIN of:
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships*, earlier.

*Note: The grantor also must provide a Form W-9 to trustee of trust.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at spam@uce.gov or report them at www.ftc.gov/complaint. You can contact the FTC at www.ftc.gov/idtheft or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see www.IdentityTheft.gov and Pub. 5027.

Visit www.irs.gov/IdentityTheft to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

ORDER REVISING THE CITY OF JACKSON'S PAID HOLIDAY, PERSONAL LEAVE, SICK LEAVE, BEREAVEMENT LEAVE BENEFITS AND PROVIDING FOR SIMULTANEOUS EXHAUSTION OF PERSONAL AND MEDICAL LEAVE WITH BENEFITS AFFORDED BY THE FAMILY MEDICAL LEAVE ACT

WHEREAS, Section 25-11-103(i) of the Mississippi Code states that the power of the governing authority of a municipality to adopt vacation and sick leave policies as it deems necessary is not restricted except for limiting creditable service reported to the Public Employee's Retirement System for the purpose of computing an employee's retirement allowance or annuity or benefits provided by the Public Employee's Retirement System of Mississippi; and

WHEREAS, the declared legal holidays of the State of Mississippi are set forth in Section 3-3-7 of the Mississippi Code as follows: (1) first day of January (New Year's Day); (2) the third Monday of January (Robert E. Lee's birthday and Dr. Martin Luther King, Jr.'s birthday); (3) the third Monday of February (Washington's birthday); (4) the last Monday of April (Confederate Memorial Day); (5) the last Monday of May (National Memorial Day and Jefferson Davis' birthday); (6) the fourth day of July (Independence Day); (7) the first Monday of September (Labor Day); (8) the eleventh day of November (Armistice or Veterans' Day); (9) the day fixed by proclamation by the Governor as a day of Thanksgiving which shall be fixed to correspond to the date proclaimed by the President of the United States (Thanksgiving Day) and (10) the twenty-fifth day of December (Christmas Day); and

WHEREAS, Section 3-3-7(2) of the Mississippi Code provides limited authority for the governing authorities of a municipality regarding the observing of additional legal holidays other than those set forth in Section 3-3-7; and

WHEREAS, Section 3-3-7(2) of the Mississippi Code states that in lieu of any one (1) legal holiday provided for in subsection (1) with the exception of the third Monday in January and the eleventh day of November (Armistice or Veteran's Day), the governing authorities of any municipality may declare by order spread upon its minutes any one (1) other day of the year to be a legal holiday; and

WHEREAS, the current personal leave policies of the City of Jackson referenced in the City of Jackson Employee Handbook are as follows:

<u>Length of Service</u>	<u>Weekly Accrual Rate</u>	<u>Bi-Weekly Accrual Rate</u>	<u>Maximum Accrual Per Year</u>
<i>½ month through 5 years</i>	<i>1.693 hours</i>	<i>3.385 hours</i>	<i>88 hours</i>
<i>5 years, 1 day through 15 years</i>		<i>4.924 hours</i>	<i>128 hours</i>
<i>Over 15 years</i>	<i>3.231</i>	<i>6.462 hours</i>	<i>168 hours</i>

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WHEREAS, the current sick leave policies of the City of Jackson referenced in the City of Jackson Employee Handbook are as follows:

<u>Hours Per Week</u>	<u>Weekly Accrual Rate</u>	<u>Bi-Weekly Accrual Rate</u>
10-20 hours	.462 hours	N/A
21-39 hours	.9231 hours	N/A
40 hours	1.8462 hours	3.693

WHEREAS, consistent with the authority provided in Section 25-11—103(i), the City of Jackson has also enacted personal leave policies for bereavement as follows:

Three days of paid bereavement leave shall be granted for a death in employees' Most Immediate Family members. Most Immediate Family members include: parent, step-parent, spouse, siblings, child, step-child, grandchild, or grandparent. Paid bereavement leave for death in employees' Most Immediate Family may be supplemented by the usage of two additional days of sick leave. Three days of sick leave may be utilized for a death in the employees' Immediate Family. Immediate Family includes: son or daughter in law, mother or father-in-law, or brother or sister-in-law.

WHEREAS, the current legal holidays observed by the City of Jackson are: (1) New Year's Day (2) Martin Luther King's Birthday (3) President's Day (4) Memorial Day (5) Independence Day (6) Labor Day (7) Thanksgiving Day (8) Friday after Thanksgiving Day (9) and Christmas Day; and

WHEREAS, federal legislation was enacted which declared *Juneteenth* to be a federal holiday; and

WHEREAS, approximately 22 states have enacted similar laws declaring Juneteenth to be a legal holiday, but Mississippi is not one of those states; and

WHEREAS, the City of Jackson has long observed and celebrated the day in which America declared its independence; and

WHEREAS, the governing authorities for the City of Jackson believe that it is equally important to observe and celebrate the day in which those enslaved in Galveston, Texas received news that they were emancipated; and

WHEREAS, the governing authorities for the City of Jackson do not presently observe Veteran's Day as a legal holiday but believe that it is also important to celebrate those who have sacrificed much to defend threats to our democracy; and

WHEREAS, the governing authorities for the City of Jackson recognize that revising the legal holidays observed by the City is necessary if observance of Juneteenth and Veterans Day are to be realized;

WHEREAS, consistent with the provisions of Section 3-3-7(2) of the Mississippi Code, the governing authorities for the City of Jackson declare Juneteenth to be a legal holiday in the City of Jackson in lieu of Confederate Memorial Day; and

WHEREAS, consistent with the provisions of Section 3-3-7 of the Mississippi Code, the governing authorities for the City of Jackson declare Veteran’s Day to be a legal holiday in the City of Jackson; and

WHEREAS, the declared legal holidays for the City of Jackson shall be revised as follows:

January 1	New Year’s Day
The Third Monday of January	Dr. Martin Luther King Jr.’s Birthday
The Third Monday of February	President’s Day
The Last Monday of May	Memorial Day
June 19	Juneteenth
July 4	Independence Day
The First Monday of September	Labor Day
November 11	Veteran’s Day
Last Thursday of November	Thanksgiving
December 25	Christmas Day

WHEREAS, all full-time employees will be paid holiday pay according to the number of hours each would be scheduled to work on the day upon which the holiday falls; and

WHEREAS, all part-time employees will be paid for a holiday according to the number of hours each would be scheduled to work on the day upon which the holiday falls; and

WHEREAS, the payment of compensation to both full and part-time employees for the legal holiday is subject to the employee reporting to work the day before and the day after the holiday observance unless the taking of personal leave has been approved in advance; and

WHEREAS, when a holiday falls on Saturday, the preceding Friday will be the day observed for the holiday;

WHEREAS, when a holiday falls on Sunday, the following Monday will be the day observed for the holiday; and

WHEREAS, holidays are observed from 12:00 a.m. (midnight) on the eve of the holiday to 12:00 a.m. (midnight) the day of the holiday; and

WHEREAS, hours observed for the holiday do not count as hours worked for calculation of overtime compensation or compensatory time required under the Fair Labor Standards Act; and

WHEREAS, the governing authorities for the City of Jackson recognize that the labor market is competitive with prospective employers offering attractive personal and sick leave benefits among other benefits; and

WHEREAS, the governing authorities for the City of Jackson has similar interest in attracting personnel and believe that offering personal and sick leave benefits which are competitive serves its best interest; and

WHEREAS, the governing authorities for the City of Jackson have determined that the following *revision* of the personal leave benefits provided employees serves its best interest:

Personal Leave

CONTINUOUS SERVICE	ACCURAL RATE (Monthly)	ACCRUAL RATE (Annually)
1/2 month to 3 years		
8 Hour Employees	12 hours	18 days
12 Hour Employees	14 hours	21 days
24 Hour Employees	18 hours	27 days
3 years, 1 day to 8 years		
8 Hour Employees	14 hours	21 days
12 Hour Employees	17 hours	25.5 days
24 Hour Employees	21 hours	31.5 days
8 years, 1 day to 15 years		
8 Hour Employees	16 hours	24 days
12 Hour Employees	19 hours	28.5 days
24 Hour Employees	24 hours	36 days
Over 15 years		
8 Hour Employees	18 hours	27 days
12 Hour Employees	21 hours	31.5 days
24 Hour Employees	27 hours	40.5 days

WHEREAS, in addition to the *personal leave* hours based on length of service above, each employee shall be afforded an additional day of leave which corresponds with the number of hours he routinely works as birthday recognition which may be taken by the employee at any time;

WHEREAS, personal leave benefits shall be pro-rated and credited to the leave bank of municipal employees during the employee's respective payroll cycle; and

WHEREAS, no personal leave benefits shall be earned or credited to an employee's leave bank during any period of an unpaid leave of absence;

WHEREAS, the number of hours of personal leave accumulated by an employee shall not be limited and may be carried forward from year to year; and

WHEREAS upon termination of employment, an employee may be paid up to a maximum of 240 hours of personal leave and all other unused hours of personal leave being reported to the Public Employees Retirement System of Mississippi for computation of creditable service; and

WHEREAS, the governing authorities for the City of Jackson recognize that injury or illness may arise for municipal employees or members of the employee's family necessitating the employee's absence from work; and

WHEREAS, the governing authorities believe that the City of Jackson's best interest would be served by offering limited leave for personal illness or injury of the employee or members of the employee's *Immediate Family*;

WHEREAS, *Immediate Family* members are as follows: parent, step-parent, spouse, siblings, step siblings, child, step-child, grandchild, grandparent, mother-in-law, father-in-law, sister-in-law, and brother-in-law; and

WHEREAS, one day of accumulated personal leave shall be used prior to the use of sick leave; and

WHEREAS, there will be no limit to the accumulation of sick leave; and

WHEREAS, no compensation shall be paid for unused sick leave upon termination of employment; and

WHEREAS, unused sick leave shall be reported to the Public Employees Retirement System of Mississippi for computation of creditable service; and

WHEREAS, the governing authorities have determined that the following revision of the sick leave benefits serves its best interest:

CONTINUOUS SERVICE	ACCURAL RATE	ACCRUAL RATE
	(Monthly)	(Annually)
1/2 month to 3 years		
8 Hour Employees	8 hours	12 days
12 Hour Employees	10 hours	15 days

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24 Hour Employees	12 hours	18 days
3 years, 1 day to 8 years		
8 Hour Employees	8 hours	12 days
12 Hour Employees	10 hours	15 days
24 Hour Employees	12 hours	18 days
8 years, 1 day to 15 years		
8 Hour Employees	8 hours	12 days
12 Hour Employees	10 hours	15 days
24 Hour Employees	12 hours	18 days
Over 15 years		
8 Hour Employees	8 hours	12 days
12 Hour Employees	10 hours	15 days
24 Hour Employees	12 hours	18 days

WHEREAS, the governing authorities for the City of Jackson recognize that deaths may occur in the *Immediate Family* of employees which require absences from work. *Immediate Family Members* include: parent, step-parent, spouse, siblings, step siblings, child, step-child, grandchild, grandparent, mother-in-law, father-in-law, sister-in-law and brother-in-law.

WHEREAS, the governing authorities for the City of Jackson believe that the best interest of the City of Jackson would be served by providing three (3) days of paid bereavement leave to employee's who are confronted with death in the *Immediate Family*; and

WHEREAS, in addition to the three (3) days of paid bereavement leave, an employee who is confronted with death in the *Immediate Family* may also use up to two (2) days of sick leave; and

WHEREAS, bereavement leave shall not accumulate if unused; and

WHEREAS, employees who are confronted with death of relatives not in the Immediate Family may use personal leave benefits;

WHEREAS, the governing authorities for the City of Jackson are aware of the existence of a federal law known as the Family and Medical Leave Act which affords eligible employees with certain leave benefits and protections; and

WHEREAS, the governing authorities for the City of Jackson believe that its best interest would be served by requiring the exhaustion and use of sick and personal leave benefits simultaneously with use of benefits afforded by the Family and Medical Leave Act; and

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WHEREAS, the content of this order should not be construed as negating any of the leave and protections afforded by the Family and Medical Leave Act; and

WHEREAS, this order should be construed only as designating the terms and conditions upon which paid holiday, personal, sick, and bereavement leave shall be provided to municipal personnel;

IT IS, THEREFORE, ORDERED that this order concerning the declared holidays in the City of Jackson shall become effective immediately upon approval.

IT IS THEREFORE ORDERED that the provisions of this order concerning sick, personal, personal leave for birthday observance, and bereavement leave shall become effective January 1, 2023.

IT IS FURTHER ORDERED that the Mayor and Department of Human Resources shall be authorized to perform acts required for implementation of the contents of this order which do not require expenditure of additional funds or procurement.

Agenda Item No.
11.8.22
(T.Martin, Lumumba)

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

November 7, 2022

DATE

POINTS		COMMENTS								
1.	Brief Description/Purpose	ORDER REVISING THE CITY OF JACKSON'S PAID HOLIDAY, PERSONAL LEAVE, SICK LEAVE, BEREAVEMENT LEAVE BENEFITS AND PROVIDING FOR SIMULTANEOUS EXHAUSTION OF PERSONAL AND MEDICAL LEAVE WITH BENEFITS AFFORDED BY THE FAMILY MEDICAL LEAVE ACT								
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 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"/>	Action implemented by:	Department of Human Resources								
<input type="checkbox"/>	§ City Department									
7. <input type="checkbox"/>	§ Consultant									
8.	COST	Cost will be based upon an individual employee's salary or rate of compensation when activated.								
<input type="checkbox"/>	Source of Funding	Not applicable								
<input type="checkbox"/>	§ General Fund									
<input type="checkbox"/>	§ Grant									
<input type="checkbox"/>	§ Bond									
9. <input type="checkbox"/>	§ Other									
10.	EBO participation	ABE	_____ %	WAIVER	yes	___	no	___	N/A	___
		AABE	_____ %	WAIVER	yes	___	no	___	N/A	___
		WBE	_____ %	WAIVER	yes	___	no	___	N/A	___
		HBE	_____ %	WAIVER	yes	___	no	___	N/A	___
		NABE	_____ %	WAIVER	yes	___	no	___	N/A	___

M E M O R A N D U M

TO: Mayor Chokwe A. Lumumba
FROM: Toya Martin, Director
Human Resources
DATE: November 2, 2022

RE: ORDER REVISING THE CITY OF JACKSON'S PAID HOLIDAY, PERSONAL LEAVE, SICK LEAVE, BEREAVEMENT LEAVE BENEFITS AND PROVIDING FOR SIMULTANEOUS EXHAUSTION OF PERSONAL AND MEDICAL LEAVE WITH BENEFITS AFFORDED BY THE FAMILY MEDICAL LEAVE ACT

Please see attached revised accrual leave policy for your approval.

/tm

ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH SPECTRUM EMPLOYMENT AGENCY TO PROVIDE TEMPORARY STAFFING SERVICES TO VARIOUS CITY DEPARTMENTS.

(Handwritten Signature)
OFFICE OF THE CITY ATTORNEY

WHEREAS, the City of Jackson has a need for temporary staffing services for various City Departments; and

WHEREAS, the Department of Personnel Management is responsible for securing temporary staffing services for all City Departments; and

WHEREAS, representatives from City Departments will notify the Department of Personnel Management when they are in need of temporary staffing services; and

WHEREAS, the Department of Personnel Management sends a request to temporary agencies when there is a need for services;

WHEREAS, the request includes the requesting Department, classification title, duties, quote and schedule; and

WHEREAS, the Department of Personnel Management selects the agency with the lowest quote; and

WHEREAS, Spectrum Employment Agency will provide the City of Jackson on request with qualified temporary staffing services for the classification specifications; and

WHEREAS, Spectrum Employment Agency has an office, 413 South President, Suite 205, Jackson, Mississippi, 39201; and

WHEREAS, Spectrum Employment Agency submitted a rate sheet for the temporary positions provided to the City of Jackson as follows:

\$ 9.65 - \$ 16.25	Administrative Assistant, Executive Secretary, Secretary Principal
\$ 9.50 - \$ 14.60	Secretary / Statistical Typist, Clerk Typist, Data Entry Operator, Word Processor, Computer Operator, Customer Service Representative, Claims Clerk
\$ 9.25 - \$ 13.50	Receptionist / Light Secretarial
\$ 9.49 - \$ 13.88	General Office Clerk, File Clerk, Copy Clerk
\$ 9.50 - \$ 12.60	General Laborer
\$ 9.48 - \$ 23.38	Accountant, Accounting Clerk, General Bookkeeping
\$12.50 - \$ 19.33	Legal Secretary, Paralegal

Agenda Item No 11.8.2022
(T.Martin, Lumumba) *22*

WHEREAS, Spectrum Employment Agency will invoice for services provided under this Agreement on a weekly basis and the City of Jackson will remit payment within 30 days, which is consistent with the statute for timely payment by governmental entities; and

WHEREAS, invoices will be supported by time sheets completed for assigned personnel and verified by the person supervising the assigned personnel or the director the department where the assigned personnel provided services; and

WHEREAS, Temporary employees will be paid 1 ½ times for hours worked exceeding 40 hours per week, based on federal law;

WHEREAS, Spectrum Employment Agency employees will work no less than four (4) hours per, unless otherwise specified; and

WHEREAS, the term of the contract will be one (1) year from the date of execution of the agreement, and

WHEREAS, the City of Jackson may not employ or cause others to employ Spectrum Employment Agency's employees; and

WHEREAS, the City of Jackson will not authorize or direct Spectrum Employment Agency employees to operate machinery, heavy duty equipment automotive or truck equipment without the prior written consent of Spectrum Employment Agency; and

WHEREAS, it is also understood and agreed that the Spectrum Employment Agency employee shall not be entrusted with cash, negotiables, or other valuables while performing services for the City of Jackson without prior written consent; and

WHEREAS, Spectrum Employment Agency will recruit, screen, interview, hire, and assign its employees to perform the work under the supervision of the City of Jackson and will be responsible for paying the assigned employees' wages and provide them with the benefits Spectrum Employment Agency offers to them; and

WHEREAS, Spectrum Employment Agency shall screen all employees working on behalf of this agreement to insure that none have a criminal record within the last five years or any felony conviction; and

WHEREAS, Spectrum Employment Agency employees will be required to sign a confidential statement in areas where it demands a non-disclosure of client information; and

WHEREAS, the City of Jackson reserves the right to reject or discontinue the work of any or all of Spectrum Employment Agency employees with or without cause but will provide Spectrum with an explanation if for cause; and

WHEREAS, rejection of assigned employees will not prohibit the assignment of additional personnel; and

[Handwritten Signature]
OFFICE OF THE CITY ATTORNEY

WHEREAS, Spectrum Employment Agency will pay, withhold, and transmit payroll taxes, provide unemployment insurance and workers compensation benefits and handle unemployment and workers' compensation claims involving the assigned employees; and

WHEREAS, Spectrum Employment Agency will comply with federal, state and local labor and employment laws applicable to assigned employees including the Immigration Reform and Control Act of 1986, the Internal Revenue Code, the Employee Retirement Income Security Act, the Health Insurance Portability and Accountability Act, the Family Medical Leave Act, Title VII of the Civil Rights Act of 1964, the Americans With Disabilities Act, the Fair Labor Standards Act, the Consolidated Omnibus Budget Reconciliation Act, the Uniformed Services Employment and Reemployment Rights Act of 1994, and the Patient Protection and Affordable Care Act; and

WHEREAS, Spectrum Employment Agency will comply with all provisions of the Affordable Care Act applicable to assigned employees, including the employer shared responsibility provisions related to the offer of minimum essential coverage to "full-time" employees as those terms are defined in the United States Code and related regulations and the applicable employer information reporting provisions set forth in the United States Code and related regulations; and

WHEREAS, Spectrum Employment Agency may talk to or meet with any employee working pursuant to this agreement at the location of the employee's work at any time; and

WHEREAS, Spectrum Employment Agency may arrange to meet with any employee on the City of Jackson premises where the employee is based at any time with notice when possible to the manager, superintendent, or supervisor of the operation where the employee is working; and

WHEREAS, Spectrum Employment Agency will be provided the job descriptions, position, and duties of the work or categories of work the employees are to perform under this agreement for the various department's participation; and

WHEREAS, the City will not change the assigned employees job duties without Spectrum Employment Agency' express prior written approval; and

WHEREAS, the City will exclude assigned employees from its benefit plans, policies, and practices and not make any offer or promise relating to the assigned employee's compensation and benefits; and

WHEREAS, the terms of the agreement will be considered severable, such that if any provision or clause which conflicts with existing or future law or may not be given full effect because of the law, no other provision that can operate without the conflicting provision or clause will be affected; and

WHEREAS, neither party will be responsible for failure or delay in performance of the agreement if the delay in performance is due to labor disputes, strikes, fire, riot, war, terrorism, Acts of God or other causes beyond the control of the nonperforming party; and

OFFICE OF THE CITY ATTORNEY
Amanda Johnson

WHEREAS, Spectrum Employment Agency will provide proof of liability and workers compensation coverage;

IT IS, HEREBY ORDERED that the Mayor be authorized to execute a contract with Spectrum Employment Agency for the purposes stated in this order.

IT IS, FURTHER ORDERED that the Mayor, or his designee, be authorized to execute any and all documents necessary to implement the contract described in this Order.

James J. ...
OFFICE OF THE CITY ATTORNEY

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Horizontal lines and a circular stamp at the bottom of the page, likely from a scanning or filing process.

MEMORANDUM

TO: Mayor Chokwe A. Lumumba
FROM: Toya Martin, Director
Human Resources
DATE: Friday, September 23, 2022
RE: **Contract with Spectrum Employment Agency, Inc.**

The Department of Human Resources is recommending that the City enter into a contract with Spectrum to provide temporary employees when needed to address shortages in personnel resulting from terminations or leave.

The attached Order requests that the Council authorize an agreement with Spectrum. The hourly rates range from \$9.25 - \$23.38 per hour.

TM/bs

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

September 23, 2022
DATE

POINTS	COMMENTS																																													
1. Brief Description/Purpose	<p align="center">ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH STAFFERS TO PROVIDE TEMPORARY STAFFING SERVICES TO VARIOUS CITY DEPARTMENTS</p>																																													
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	To provide the City of Jackson with the need of temporary staffing.																																													
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"/> Action implemented by: <input type="checkbox"/> § City Department 7. § Consultant	Department of Human Resources																																													
8. COST																																														
<input type="checkbox"/> Source of Funding <input type="checkbox"/> § General Fund <input type="checkbox"/> § Grant <input type="checkbox"/> § Bond 9. § 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	_____
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AABE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____																																						
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NABE	_____ %	WAIVER	yes	_____	no	_____	N/A	_____																																						

**SPECTRUM EMPLOYMENT AGENCY, INC.
AGREEMENT**

This agreement is made and entered into between Spectrum Employment Agency, Inc., hereinafter referred to as *Agency*, a Mississippi corporation whose principal office is located at 413 South President, Ste. 205, Jackson MS 39201 and the City of Jackson, Mississippi, hereinafter a municipal corporation, hereinafter referred to as *City*:

PARTIES MUTUAL AGREEMENT

Agency Covenants

1. The Agency agrees to furnish skilled and unskilled personnel to perform services in various departments and at varying locations during varied shifts to assist in the operations of the City on an as needed basis.
2. The Agency agrees to screen all personnel assigned to the City of Jackson pursuant to this agreement to ensure that none have felony convictions or criminal records within the previous five (5) year period.
3. The Agency agrees to provide the City of Jackson with a confidential statement executed by personnel assigned to the City of Jackson containing the assigned personnel's covenant to keep confidential information revealed to them during the course and scope of work performed not known to the general public.
4. The Agency agrees not to discriminate against persons on the basis of race, color, sex, religion, gender, national origin, age, disability, or other classifications protected under the Civil Rights Acts of 1964 or other federal or state law.
5. The Agency agrees to comply with federal, state, and local labor and employment laws applicable to assigned employees, including but not limited to, the following: (a) Immigration Reform and Control Act of 1986; (b) the Internal Revenue Code; (c) the Employee Retirement Income Security Act; (d) the Health Insurance Portability and Accountability Act; (e) the Family Medical Leave Act; (f) Title VII of the Civil Rights Act of 1964; (g) the Americans with Disabilities Act; (h) the Fair Labor Standards Act; (i) the Consolidated Omnibus Budget Reconciliation Act (COBRA); (j) the Uniformed Services Employment and Reemployment Rights Act of 1994; (k) the Patient Protection and Affordable Care Act.
6. The Agency agrees to comply with all provisions of the Affordable Care Act applicable to assigned personnel, including the employer shared responsibility provisions related to the offer of minimum essential coverage to "full-time" employees as those terms are defined

in the United States code and related regulations and the applicable employer information reporting provisions set forth in the United States Code and related regulations.

7. The Agency agrees to submit invoices to the City of Jackson weekly for assigned personnel. The invoices will be supported by time sheets completed for assigned personnel and verified by the person supervising the assigned personnel or director of the department where the assigned personnel provided services. The signature of the supervisor or the director of the department where services were provided by assigned personnel shall constitute acknowledgment that services were provided for the hours stated on the time sheet but shall not constitute acknowledgment that the invoice is accurate.
8. The Agency agrees to pay wages and provide required benefits to the assigned personnel. Agency will be responsible for responding to unemployment claims, paying payroll taxes, withholding taxes, payment of unemployment insurance, and worker's compensation insurance.
9. The Agency agrees to provide the City of Jackson with proof of worker's compensation coverage conforming to statutory limits and general commercial liability coverage.

City covenants

10. City agrees to pay covenant within thirty (30) days of receipt and verification of an invoice for the services provided by its assigned personnel based on the following rate schedule for the positions:

Position	Rate
Administrative Assistant, Executive Secretary Secretary Principal	\$9.65-\$16.25
Secretary, Statistical typist, clerk typist data entry operator, word processor, computer operator customer service representative, claims clerk	\$9.50 - \$14.60
Receptionist, light secretarial	\$9.25 - \$13.50
General office clerk, file clerk, copy clerk	\$9.49 - \$13.88
General laborer	\$9.50 - \$12.60
Accountant, accounting clerk, general bookkeeping	\$9.48 - \$23.38
Legal secretary, paralegal	\$12.50 - \$19.33

11. City agrees not to require assigned personnel to drive forklifts, operate heavy machinery, trucks, or equipment without the prior written consent of Agency. City also agrees not to change the assigned employees job duties following assignment without the prior written approval of Agency.

12. City agrees not to entrust assigned personnel with cash, negotiable instruments, or other items of valuable municipal property during the course of providing services.
13. City agrees to provide adequate supervision and instruction to assigned personnel in the performance and rendering of services.
14. City will furnish to Agency a description of the work and categories of work to be performed by assigned personnel.

Other provisions

15. **Term:** The term of the agreement shall be for a period of one (1) year from the date of execution by all parties. The agreement may be extended for two (2) additional terms of one year upon the same terms and conditions subject to the right of a succeeding governing authority to cancel same.
16. **Agency's right to communicate:** Agency shall have the right to meet and talk with assigned personnel at the work site at any time with reasonable notice to the City.
17. **City's right to reject assigned personnel:** City shall have the right to reject the services of Agency's assigned personnel at anytime with or without cause. If the rejection is for cause, City will advise Agency of the cause. The rejection of assigned personnel does not prohibit the City from requesting the assignment of replacement personnel.
18. **Placement fees and other compensation:** No placement fee will be paid by the City for the duration of the agreement. City's compensation obligation is limited to the payment of a rate consistent with Paragraph 10 for services provided by assigned personnel.
19. **Minimum hours:** A four (4) hour minimum applies to assigned personnel.
20. **Confidentiality:** The parties agree to refrain from disclosing confidential information of the other unless required by law. Assigned personnel's access to confidential information shall not be imputed to Agency.
21. **Severability:** The terms of this agreement shall be considered to be severable. If any provision or clause of the agreement is deemed to be unlawful or invalid by a court of competent jurisdiction or as a result of the passage of a laws in the future, the agreement shall remain in full force and effect to the extent practical and shall be construed without the unlawful or invalid provision.
22. **Force majeure:** Neither party shall be responsible for failure or delay in performance of the agreement if the delay is the result of labor disputes, strikes, fire, riot, terrorism, acts of God, or other causes beyond the control of the party whose performance is delayed.

23. **Early Termination:** The agreement may be terminated by either party with or without cause prior to the expiration of the term by the submission of thirty (30) days advance written notice. Upon termination of the agreement, the services of assigned personnel shall cease, and Agency shall tender to the City a final invoice for services provided by assigned personnel, which shall be paid within the time established in Paragraph 10.
24. **Liability and Indemnification:** The City shall not be liable for loss, damage, injuries, or other casualty of any kind whatsoever or by whomever causes to the person or property of Agency, its agents, employees, or others arising out of or resulting from the performance of this agreement. Agency, its heirs, executors, administrators, successors, and assigns will indemnify and hold the City, its agents, employees, and officials harmless from and against all claims, demands, liabilities, lawsuits, or actions, including all reasonable expenses and attorney's fees incurred by or assessed against the City for loss, damage, casualty to the extent allowed by Mississippi law.
25. **Modification:** The terms of this agreement shall not be modified except with the written consent of the parties.
26. **Waiver:** The failure of a party to insist upon performance of a provision of the agreement at a particular instance shall not be construed to constitute a waiver of the provision or the performance absent a writing executed by the party expressly indicating an intent to waive the performance or provision.
27. **Status of Assigned Personnel:** The parties agree that the personnel assigned by Agency to City are not employees of the City and shall not be entitled to any of the benefits customarily afforded employees of the City. Assigned personnel shall at all times be deemed to be employees of the Agency and shall be subject to the employment policy of the Agency.

City agrees not to employ or encourage others to hire Agency's employees without knowledge of Agency and without reaching an agreement with Agency on reasonable compensation to be paid for the cost of recruiting, screening, and placing the employee.

28. **Governing law:** This agreement shall be governed by the laws of the State of Mississippi.
29. **Conclusiveness of agreement:** This agreement constitutes the entire agreement of the parties. No oral or prior contemporaneous agreement or understanding shall be effective to alter, vary, or modify the terms of this document.

In witness hereof, each person executing this agreement certifies that it has the authority

to bind the other party and affixes his signature below:

Spectrum Employment Agency, Inc.

By: Jesmal Clark
Title: President/CEO

Witnessed by: Adrienne Clark
Title: _____

The City of Jackson Mississippi

By: _____
Chokwe Antar Lumumba
Title: Mayor of the City of Jackson


Attested by: _____

Office of the City Attorney

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

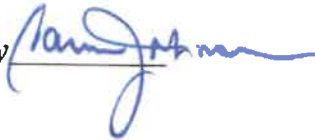
OFFICE OF THE CITY ATTORNEY

This **ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH SPECTRUM EMPLOYMENT AGENCY TO PROVIDE TEMPORARY STAFFING SERVICES TO VARIOUS CITY DEPARTMENTS** is legally sufficient for placement in NOVUS Agenda.



Catoria Martin, *City Attorney*

Carrie Johnson, *Deputy City Attorney*



10/6/22
Date

OFFICE OF THE CITY ATTORNEY

OFFICE OF THE CITY ATTORNEY
11/10/22

ORDER AUTHORIZING CANCELLATION OF LIEN WITH THE HINDS COUNTY TAX COLLECTOR FOR ADJUDICATED COSTS AND PENALTIES ASSESSED FOR CLEANING PARCEL NUMBER 211-362 LOCATED AT 913 WINN STREET, JACKSON MISSISSIPPI.

WHEREAS, on March 19, 2019, the governing authorities for the City of Jackson passed a resolution which is recorded at Minute Book 6O, Pages 447-452 that declared property located at 913 Winn Street to be a menace to public health safety and welfare; and

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

WHEREAS, on November 26, 2019 the governing authorities for the City of Jackson passed a resolution which is recorded at Minute Book 6O, Pages 245-247 that adjudicated costs and penalties totaling three thousand, one hundred, nine dollars and twenty cents (\$3,109.20) with a clerical error amended on August 4, 2020 and recorded at Minute Book 6R, Pages 358-360 for the cleaning of property located at 913 Winn Street legally described as LOT 17 BLK 7 JACKSON BELVEDERE PT 6; and

WHEREAS, consistent with the provisions of Section 21-19-11, the resolution adjudicating costs and penalties was subsequently included with 2020 municipal ad valorem taxes where payment would be enforced in the same manner as municipal ad valorem taxes; and

WHEREAS, at the time of cleaning, the property was owned by Ingersol Financial LLC; and

WHEREAS, at the time costs and penalties were adjudicated, ownership had changed to AB INITIO LLC; and

WHEREAS, the property owners, did not receive proper notice of Lis Pendens.

IT IS, THEREFORE, ORDERED that the clean-up assessment imposed on Parcel number 211-362 located at Winn Street be removed from the Hinds County Real Property Billing Roll.

IT IS FURTHER ORDERED that any acts required and necessary to effect the cancellation of the lien arising out of the imposed clean-up assessment for Case 2018-2060 are authorized to be performed.

Agenda item No. 23
11.8.22
(Dotson, Lumumba)

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET DATE October 25, 2022

P O I N T S		C O M M E N T S
1.	Brief Description/Purpose	ORDER AUTHORIZING CANCELLATION OF LIEN WITH THE HINDS COUNTY TAX COLLECTOR FOR ADJUDICATED COSTS AND PENALTIES ASSESSED FOR CLEANING PARCEL NUMBER 211-362 LOCATED AT 913 WINN STREET, JACKSON MISSISSIPPI.
2.	Public Policy Initiative 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	N/A
3.	Who will be affected	An improperly imposed debt will be removed from the owner.
4.	Benefits	Approval of the recommended action will keep the City in good standing for acknowledging and correcting an improperly imposed debt.
5.	Schedule (beginning date)	Earliest date following City Council meeting.
6.	Location: ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable	Ward 6
7.	Action implemented by: ▪ City Department ▪ Consultant	DEPARTMENT OF PLANNING AND DEVELOPMENT COMMUNITY IMPROVEMENT DIVISION
8.	COST	Document Filing Fee
9.	Source of Funding ▪ General Fund ▪ Grant ▪ Bond ▪ Other	General Fund 001-444-70-6482
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 _____



Memo

To: Chokwe Lumumba, Mayor

**From: Chloe Dotson, Interim-Director
Department of Planning and Development**

Date: October 6, 2022

Re: Agenda Item

The attached agenda item is an order requesting that the Jackson City Council authorize the filing of Cancellation of Lien with the Hinds County Tax Collector's office in reference to Parcel number 211-362 located at 913 Winn St. for case 2018-2060. A lien in the amount of \$3,109.20 was included with 2020 municipal ad valorem taxes so that payment for clean-up assessment could be enforced in the same manner as municipal ad valorem taxes. Ownership changed hands after City-performed cleanup but before Lis Pendens was filed. Therefore, the current owner was not properly notified.

Community Improvement has since updated its practices. Lis Pendens notices are filed prior to issuing the Notice to Proceed following a new title search rather than after costs and penalties are adjudicated.

Your consideration in this matter is appreciated.

If you have questions and/or need clarification, please do not hesitate to contact my office at (601) 960-1172 or e-mail cdotson@jacksonms.gov.

Office of the City Attorney

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

OFFICE OF THE CITY ATTORNEY

This **ORDER AUTHORIZING CANCELATION OF LIEN WITH THE HINDS COUNTY TAX COLLECTION FOR ADJUDICATED COSTS AND PENALTIES ASSESSED FOR CLEANING PARCEL NUMBER 211-362 LOCATED AT 913 WINN STREET, JACKSON MISSISSIPPI** is legally sufficient for placement in NOVUS Agenda.



Catoria Martin, *City Attorney*

Kristie Metcalfe, *Deputy City Attorney*

10/20/22
Date

OFFICE OF THE CITY ATTORNEY
10/20/22

Council Member Stokes moved adoption; Council Member Banks seconded.

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

Nays- None.

Absent- Priester and Stamps.

ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND GREEN CONTRACT CLEANING, LLC TO 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 21-9-11 FOR CASE #2016-1599 - 0 ST. CHARLES/LOT EAST HOUSE @ NORTHEAST CORNER OF ST. CHARLES & CLAIBORNE AVE. - \$1,457.40.

WHEREAS, on May 22, 2018, 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 July 11, 2017 for Case #2016-1599 located in Ward 5 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, Green Contract Cleaning, LLC appeared next on the rotation list and through its representative, Doris Green, has agreed to cut grass, weeds, shrubbery, fence line, bushes, and saplings; remove trash, debris, tires, wooden boards, crates, appliances, building materials, furniture, and fallen tree parts; clean curbside; and remedy conditions constituting a menace to public health and welfare for the parcel located at 0 St Charles /Lot East House @ Northeast Corner of St Charles & Claiborne Ave for the sum of \$1,457.40; and

WHEREAS, Green Contract Cleaning, LLC has a principal office address of 4809 Terry Road, Jackson, Mississippi 39212.

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute a contract with Green Contract Cleaning, LLC to cut vegetation and remedy conditions on the property located at 0 St Charles/Lot East House @ Northeast Corner of St Charles & Claiborne Ave deemed to be a menace to public health, safety, and welfare.

IT IS FURTHER HEREBY ORDERED that a sum not to exceed \$1,457.40 shall be paid to Green Contract Cleaning, LLC for the services provided from funds budgeted for the Division.

Council Member Stokes moved adoption; Council Member Banks seconded.

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

Nays- None.

Absent- Priester and Stamps.

RESOLUTION ADJUDICATING COSTS AND PENALTIES TOTALING \$21,428.08 FOR PARCELS CLEANED PURSUANT TO RESOLUTION ADJUDICATING SAME TO BE MENACE TO PUBLIC HEALTH SAFETY AND WELFARE ON APRIL 17, 2015, MARCH 27, 2018, SEPTEMBER 11, 2018, SEPTEMBER 18, 2018, SEPTEMBER 25, 2018, MARCH 19, 2019, APRIL 30, 2019 IN THE FOLLOWING CASES:

2014-2873	2018-1044	2018-1318	2018-1291	2018-1317	2018-1277
2017-1719	2018-2060	2018-2095			

**REGULAR MEETING OF THE CITY COUNCIL
TUESDAY NOVEMBER 26, 2019 6:00 P.M.**

246

WHEREAS, administrative hearings were held January 6, 2015, April 17, 2018, July 17, 2018, September 18, 2018, August 21, 2018, September 19, 2017, January 8, 2019, June 26, 2018 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 April 17, 2015, March 27, 2018, September 11, 2018, September 18, 2018, September 25, 2018, March 19, 2019, April 30, 2019 the governing authorities for the City of Jackson passed resolutions approving recommendations from the administrative hearing officer that certain parcels be deemed a menace to public health, safety, and welfare; and

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

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

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

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

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

Case No.	Assessed Owner	Address	Zip Code	Parcel#	Cost	Admin. Cost	Penalty	Total	Work Completed
2014-2873	Marshall Jake 6444 L B Johnson Jackson, MS 39213	304 Flag Chapel Rd.	39209	809-161	\$5,540	\$554.00	\$500.00	\$6,594.00	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
2018-1044	Fairview Holdings LLC P.O. Box 13713 Jackson, MS 39236	3031 Oak Forest Dr.	392212	628-159	\$1,420	\$142.00	\$500.00	\$2,062.00	Board-up and secure house and cut grass, weeds, shrubbery, fence line, bushes, saplings and remove trash and debris, tree parts, clean curbside, tires.
2018-1318	Potter Mychell 4087 Pine Hill Dr. Jackson, MS 39206	4087 Pine Hill Dr.	39206	54-204	\$541.20	\$54.12	\$500.00	\$1,095.32	Cutting of grass, weeds and removing of trash and debris, cut shrubbery, fence line fallen tree, bushes, saplings, remove fallen tree, wooden boards, crates, tree limbs, tree parts, tires, clean curbside.
2018-1291	MFH Trustee LLC 600 Cleveland St. Clearwater, FL 33735	2249 Paden St.	39206	213-316	\$816.00	\$81.60	\$500.00	\$1,397.60	Boarding up front door, cutting grass, weeds, shrubbery, fence line, bushes, and saplings; removing trash and debris, wooden boards, appliances, old furniture, building materials, old bricks, tree limbs and parts, and tires; and clean curbside.
2018-1317	Hatchway Broadmoor LLC 3100 Old Canton Rd. STE 200 Jackson, MS 39216	4833 N. State St.	39206	432-371	\$1,327.00	\$132.70	\$500.00	\$1,959.70	Board-up and secure house and cut grass, weeds and remove trash and debris
2018-1277	Mandalac Investments LLC P O Box 13189 Jackson, MS 39236	835 Forest Ave.	39206	728-23-5	\$716.00	\$71.60	\$500.00	\$1,287.60	Board-up and secure house and cut grass, weeds and remove trash and debris, tree limbs, old furniture, tree parts, tires, cut shrubbery, fence line, bushes, saplings, and clean curbside.
2017-1719	Adair Holdings LLC 405 N. 115 th St. TE 100 Omaha, NE 68154	Lot btw 2104 & 2108 Thousand Oak	39212	4858- 590-1	\$1,110.55	\$111.05	\$500.00	\$1,721.60	Cutting of grass, weeds, shrubbery, fence line, bushes, saplings and removing of trash and debris, tree limbs, tree parts. Clean curbside

**REGULAR MEETING OF THE CITY COUNCIL
TUESDAY NOVEMBER 26, 2019 6:00 P.M.**

2018-2060	Rayford Properties LLC 2074 Truman LN Oakley, CA 94561	913 Wirth St.	39204	211-362	\$2,372.00	\$237.20	\$500.00	\$3,109.20	Board-up/secure house, cut grass, weeds, shrubbery, fence line, bushes, saplings; remove trash, debris, fallen tree (parts/limbs), wooden boards/ crates, old furniture/appliances, building materials/old bricks, tires; and clean curbside.
2018-2095	Alexander Joy D. 1435 Fourth Ave. Jackson, MS 39209	510 Heatherwood Dr.	39212	626-657	\$1,546.64	\$154.64	\$500.00	\$2,201.06	Board-up/secure house, cut grass, weeds, shrubbery, fence line, bushes, saplings; remove trash, debris, fallen tree (limbs & parts), wooden boards, crates, old furniture/appliances, building materials/old bricks, tires; and clean curbside.

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

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

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

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

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

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

ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND R&C SERVICES, LLC TO 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 21-9-11 FOR CASE #2019-1353 – LOT NORTH OF 137 BON AIR STREET – \$900.00.

WHEREAS, on October 1, 2019, the Jackson City Council approved a resolution declaring certain parcels of real property in the City of Jackson to be a menace to public health, safety, and welfare pursuant to Section 21-19-11 of the Mississippi Code following an Administrative Hearing held on September 10, 2019 for Case #2019-1353 located in Ward 5 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

Council Member Stokes moved adoption; Vice President Lindsay seconded.

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

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

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 ON JANUARY 8, 2019 FOR THE FOLLOWING CASES:

2018-2077	2018-2051	2018-2052	2018-2053	2018-2057	2018-2058
2018-2059	2018-2060	2018-2061	2018-2062	2018-2063	2018-2065
2018-2066	2018-2069	2018-2070	2018-2072	2018-2073	2018-2074
2018-2075	2018-2078	2018-2080	2018-2083	2018-2085	2018-2086
2018-2087	2018-2089	2018-2090	2018-2092	2018-2093	2018-2094
2018-2095					

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

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

WHEREAS, hearings in the above captioned cases were held before a hearing officer appointed by the Mayor on January 8, 2019; 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 #2018-2077: Parcel #420-204 located at 1480 Rockdale Street: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health and safety with assessment of actual costs and a penalty of \$500.00. Ward 3

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

- 2) Case #2018-2051: Parcel #721-684 located at 0 Lake Glen Drive/Lot W of 2361 Lake Glen Drive: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health and safety. Ward 2

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

- 3) Case #2018-2052: Parcel #820-424-1 located at 1301 Wiggins Road: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health and safety 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, building materials, old bricks, tree limbs & parts, tires; and clean curbside.

- 4) **Case #2018-2053: Parcel #820-416** located 1312 Reddix Street: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health and safety. Ward 4

Scope of Work: Cut grass, weeds, shrubbery, fence line, bushes, saplings, remove tree limbs and parts and clean curbside.

- 5) **Case #2018-2057: Parcel #640-375** located at 5242 Nantuckett Drive: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health and safety 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, tree limbs and parts, tires and clean curbside.

- 6) **Case #2018-2058: Parcel #107-280** located at 830 Grandberry Street: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health and safety with assessment of actual costs and a penalty of \$750.00. Ward 5

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

- 7) **Case #2018-2059: Parcel #107-360-1** located at 822 Grandberry Street: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health and safety with assessment of actual costs and a penalty of \$500.00. Ward 5

Scope of Work: Remove trash, debris, inoperable vehicles (Blue antique car, white Chevrolet minivan), tires, all items from porch area and clean curbside.

- 8) **Case #2018-2060: Parcel #211-362** located at 913 Winn Street: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health and safety 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 and limbs, wooden boards, crates, old furniture, appliances, building materials, old bricks, tires and clean curbside.

- 9) **Case #2018-2061: Parcel #839-601** located at 0 Bienville Dr./Lot S of 3049 Bienville Dr.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health and safety. Ward 6

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

- 10) **Case #2018-2062: Parcel #839-667** located at 1937 Bienville Dr.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health and safety with assessment of actual costs and a penalty of \$500.00. Ward 6

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

- 11) **Case #2018-2063: Parcel #210-34** located at 2318 Paden Street: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health and safety with assessment of actual costs and a penalty of \$500.00. Ward 5

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

- 12) **Case #2018-2065: Parcel #822-144** located at 4841 Sunnybrook Drive: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health and safety with assessment of actual costs and a penalty of \$750.00. Ward 4

Scope of Work: Board up, secure house, cut grass, weeds, shrubbery, fence line, bushes, saplings, remove trash, debris, wooden boards, tree limbs, parts, tires and clean curbside.

- 13) **Case #2018-2066: Parcel #131-77** located at 1529 First Ave: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health and safety. Ward 5

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

- 14) **Case #2018-2069: Parcel #304-111** located at 2955 Shelia Drive: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health and safety 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, building materials, tree limbs and parts, tires and clean curbside.

- 15) **Case #2018-2070: Parcel #160-124** located at 0 Wiggins St./Lot NE OF 1101 Wiggins Street: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health and safety. Ward 4

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

- 16) **Case #2018-2072: Parcel #711-534** located at 740 Windward Road: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health and safety with assessment of actual costs and a penalty of \$500.00. Ward 2

Scope of Work: Cut grass, weeds, shrubbery, fence line, bushes, saplings, remove trash, debris, drain and cover pool due to mosquito hazard posed by standing water.

- 17) **Case #2018-2073: Parcel #833-16** located at 5042 Lurline Drive: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health and safety with assessment of actual costs and a penalty of \$750.00. Ward 4

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

- 18) **Case #2018-2074: Parcel #833-13** located at 5072 Lurline Drive: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health and safety with assessment of actual costs and a penalty of \$750.00. Ward 4

REGULAR MEETING OF THE CITY COUNCIL

TUESDAY, MARCH 19, 2019 6:00 P.M.

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

- 19) **Case #2018-2075: Parcel #833-39** located at 5073 Lurline Drive: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health and safety with assessment of actual costs and a penalty of \$500.00. Ward 4

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

- 20) **Case #2018-2078: Parcel #420-258** located at 1331 Rockdale Drive: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health and safety with assessment of actual costs and a penalty of \$250.00. Ward 3

Scope of Work: Remove inoperable white Ford mustang immediately.

- 21) **Case #2018-2080: Parcel #515-35-1** located at 843 Woodbury Road: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health and safety with assessment of actual costs and a penalty of \$500.00. Ward 3

Scope of Work: Cutting of grass and weeds, removal of trash and debris, removal of yellow 4-door Dodge antique car located in driveway.

- 22) **Case #2018-2083: Parcel #39-64** located at 4TH Lot N OF 921 President Street: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health and safety with assessment of actual costs and a penalty of \$100.00. Ward 7

Scope of Work: Cutting of grass and weeds, removal of trash and debris, crates, appliances, building materials, tree limbs, old furniture, old bricks, tree parts, tires, cut shrubbery, fence line, cut bushes, saplings, and clean curbside.

- 23) **Case #2018-2085: Parcel #15-42** located at 1203 Pinehurst Place: After hearing testimony from owner, hearing officer recommends that the property be adjudicated as a menace to public health and safety. However, interested parties shall be afforded fourteen (14) days to cure expiring January 22, 2019. If there is a default and the City proceeds with cleaning, hearing officer recommends assessment of actual costs and a penalty of \$250.00. Ward 1

Scope of Work: Cutting of grass, weeds, bushes, saplings and shrubbery, removal of trash, debris, appliances, building materials, tree limbs, old furniture, old bricks, tree parts, tires and clean curbside.

- 24) **Case #2018-2086: Parcel #855-236** located at 1469 McCluer Road: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health and safety with assessment of actual costs and a penalty of \$500.00. Ward 6

Scope of Work: Cut grass, weeds, shrubbery, fence line, bushes and saplings, remove trash, debris, fallen tree limbs and parts, wooden boards, crates, old furniture, appliances, building materials, old bricks, remove red Mercedes, two (2) motor cycles, gray BMW, lawnmower parts, tires, rims, auto parts, Caterpillar bulldozer, mechanic tools, hot tub, black Cadillac limousine, ac units, blue Mazda, silver Nissan G35, black Cadillac sedan, blue Ford mustang, blue sports car, white Chevrolet truck, maroon Ford F-150, 4 pools, black Jeep SUV, ATV and clean curbside.

- 25) **Case #2018-2087: Parcel #862-20** located at 0 Hwy 55 S/Lot N OF 3540 Hwy 55 (Formerly 3920 Hwy 55): No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health and safety with assessment of actual costs and a penalty of \$500.00. Ward 7

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

- 26) **Case #2018-2089: Parcel #95-17** located at 1314 Bailey Ave: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health and safety. Ward 7

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.

- 27) **Case #2018-2090: Parcel #104-28** located at 913 Woodrow Wilson: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health and safety with assessment of actual costs and a penalty of \$500.00. 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.

- 28) **Case #2018-2092: Parcel #839-570** located at 3170 Fleetwood Drive: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health and safety with assessment of actual costs and a penalty of \$750.00. 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.

- 29) **Case #2018-2093: Parcel #4858-576-120** located at 136 Thousand Oaks Circle: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health and safety 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.

- 30) **Case #2018-2094: Parcel #206-112** located at 225 Shadowlawn Drive: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health and safety with assessment of actual costs and a penalty of \$500.00. Ward 7

Scope of Work: Board up and secure house, cut grass and weeds, remove trash, debris, fallen tree, tree limbs, parts, wooden boards, crates and old furniture.

- 31) **Case #2018-2095: Parcel #626-657** located at 510 Heatherwood Drive: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health and safety 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 and saplings, remove trash, debris, fallen tree limbs, tree parts, wooden boards, crates, old furniture, appliances, building materials, old bricks, tires and clean curbside.

IT IS HEREBY ORDERED that the above parcels be adjudicated a menace to public health 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 and safety using municipal resources or contract labor if the owners fail to do so.

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

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

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

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

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 ON JANUARY 15, 2019 FOR THE FOLLOWING CASES:

2018-2097	2018-2098	2018-2099	2018-2100	2018-2101	2018-2104
2018-2105	2018-2106	2018-2107	2018-2108	2018-2109	2018-2111
2018-2112					

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

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

WHEREAS, hearings on January 15, 2019; 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 #2018-2097: Parcel #738-1255** located at 1528 Tracewood Drive: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health and safety with assessment of actual costs and a penalty of \$500.00. Ward 1

Scope of Work: Cut shrubbery, fence line, bushes, saplings, remove trash, debris, tree parts, tires and clean curbside.

REGULAR MEETING OF THE CITY COUNCIL

TUESDAY, AUGUST 4, 2020 10:00 A.M.

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WHEREAS, the Capital Center Convention Center Commission forwarded to the City a Notice of Intent Letter dated July 1, 2020 advising of the Commission's intent to accept the proposal submitted by OVG Facilities, LLC; and

WHEREAS, there is a provision in the Request for Proposals which conditions acceptance of a proposal by the Commission upon approval of the proposal by the City of Jackson; and

WHEREAS, notwithstanding said provision, the City of Jackson is not involved in any contract negotiations between the Commission and any proposer and not a party to any contract between the Commission and a selected proposer; and

WHEREAS, the City of Jackson acts through its governing authorities, which consists of the Mayor and Jackson City Council collectively based on the Mayor-Council form of government; and

WHEREAS, the Mayor of the City of Jackson, Chokwe Antar Lumumba, after due consideration approves of the acceptance of the proposal by OVG Facilities, LLC and recommends that the Jackson Council do likewise by passing this Resolution.

NOW THEREFORE BE IT HEREBY RESOLVED that after due consideration, the Jackson City Council accepts the recommendation of the Mayor and approves of the Capital City Convention Center Commission's acceptance of the proposal submitted by OVG Facilities, LLC for the management and marketing of the Capital City Convention Center Facilities, in response to the Request for Proposals dated December 3, 2019.

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

President Banks recognized **Attorney Charlene Priester**, Legal Counsel for the Jackson Convention Center, who introduced **Cheryl Garnett**, a representative of OVG Facilities, LLC, who provided a brief overview of the services that will be provided as the new management company for the Jackson Convention Center.

After a thorough discussion, **President Banks** called on a vote on said item:

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

Nays – None.

Recusal – **Priester.**

Absent – None.

Note: **Council Member** recused himself and left the room prior to discussion of said item.

Council Member Tillman left the meeting.

RESOLUTION AMENDING ADJUDICATED COSTS AND PENALTIES TOTALING \$12,117.69 FOR PARCELS CLEANED PURSUANT TO RESOLUTION ADJUDICATING SAME TO BE MENACE TO PUBLIC HEALTH SAFETY AND WELFARE ON MARCH 27, 2018, MARCH 19, 2019, JULY 23, 2019, AUGUST 6, 2019, AND AUGUST 20, 2019 IN THE FOLLOWING CASES:

2017-1719 2018-2060 2018-2063 2018-1166 2019-1217 2019-1277

WHEREAS, Administrative Hearings were held September 19, 2017, May 22, 2018, January 8, 2019, June 18, 2019, July 9, 2019, and August 6, 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 March 27, 2018, March 19, 2019, July 23, 2019, August 6, 2019, and August 20, 2019 the governing authorities for the City of Jackson passed resolutions approving

**REGULAR MEETING OF THE CITY COUNCIL
TUESDAY, AUGUST 4, 2020 10:00 A.M.**

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IT IS FURTHER RESOLVED that the tax collector for the City of Jackson shall sell the parcels to satisfy the liens in a manner consistent with the sale of lands for delinquent taxes and in accordance with the provisions of Section 21-19-11 of the Mississippi Code of 1972, as amended.

IT IS FURTHER HEREBY RESOLVED that pursuant to Section 21-19-11 of the Mississippi Code of 1972, as amended, that the costs and penalties assessed in this Resolution be included with municipal ad valorem taxes and the payment shall be enforced in the same manner as municipal ad valorem taxes; and all statutes related to the collection of other taxes in the City of Jackson shall apply to the enforcement and collection of the costs and penalties levied by this Resolution.

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

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

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

Nays – None.

Absent – Priester and Tillman.

RESOLUTION ADJUDICATING COSTS AND PENALTIES TOTALING \$24,613.61 FOR PARCELS CLEANED PURSUANT TO RESOLUTIONS ADJUDICATING SAME TO BE MENACE TO PUBLIC HEALTH, SAFETY AND WELFARE ON MARCH 27, 2018, MARCH 19, 2019, MAY 14, 2019, JULY 23, 2019, AUGUST 6, 2019, AUGUST 20, 2019, SEPTEMBER 17, 2019, OCTOBER 1, 2019, OCTOBER 29, 2019, AND NOVEMBER 12, 2019, IN THE FOLLOWING CASES:

2017-2024	2018-1235	2018-1355	2018-1396	2018-2017	2019-1166
2019-1210	2019-1300	2019-1310	2019-1311	2019-1351	2019-1352
2019-1359	2019-1381	2019-1398	2019-1452	2019-1167	

WHEREAS, Administrative Hearings were held, January 23, 2018, August 28, 2018, October 2, 2018, December 18, 2018, June 18, 2019, August 6, 2019, August 27, 2019, September 10, 2019, September 24, 2019, and October 22, 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 March 27, 2018, March 19, 2019, May 14, 2019, July 23, 2019, August 6, 2019, August 20, 2019, September 17, 2019, October 1, 2019, October 29, 2019, and November 12, 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:

**REGULAR MEETING OF THE CITY COUNCIL
TUESDAY, AUGUST 4, 2020 10:00 A.M.**

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; and

WHEREAS, on October 15, 2019, November 26, 2019, and February 18, 2020, the governing authorities for the City of Jackson passed resolutions adjudicating costs and penalties for the cleaning of parcels with case numbers 2017-1719, 2018-2060, 2018-2063, 2018-1166, 2019-1217 and 2019-1277; and

WHEREAS, corrections are required before filing of lis pendens in said cases;

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

Case No.	Property Owner	Address/Trl	Parcel #	Cost	Penalty Cost	Total	Work Completed	PREVIOUS PARCEL #	
2017 1719	Acar Holdings LLC 4650 N. 112th St STE 100 Omaha NE 68134	Loridan 2304 A 2304 Thousand Oaks Dr/ 302 B	453 580 33	\$110.53	\$111.053	\$500.00	Cutting of grass, weeds, shrubbery, fence line, bushes, saplings and removing of trash and debris, trees, stumps, trees poles. Clean outside.	PARCEL 489-080-1	
2018 2060	Ingenoz Properties LLC 1101 Lake Destiny Rd STE 450 Baldwin R. 32761	913 When St/ 35204	211 362	\$232.00	\$237.20	\$300.00	Site cleanup/curb house; cut grass, weeds, shrubbery, fence line, bushes, saplings; remove trash, debris, fallen tree (stump/limbs), wooden boxes/crates, old furniture/appliances, building materials/old bricks, tires; and clean outside.	RAYFORD PROPERTIES LLC 204 WILLIAM LN CALDWAY GA 30601	
2018 2063	Washington Recre Est & Camp 2288 Patton St Jackson MS 39209	2288 Patton St/ 39204	230 34	\$427.25	\$427.33	\$300.00	Board up/secure house; cut grass, weeds, shrubbery, fence line, bushes, saplings; remove trash/debris, fallen tree limbs/poles, wooden boxes/crates/old furniture/appliances, building materials/old bricks, tires; and clean outside.	BEUTNER BANK 1801 1604 WASHINGTON RD STE 100 WEST PALM BEACH FL 33409 ADDRESS 3071 WINDY ST	
2018 1266	McGee Pauline 2551 Woodbine Jackson MS 39212	2551 Woodbine St/ 39212	619 31	\$870.00	\$870.00	\$500.00	Cutting of grass, weeds, shrubbery, fence line, bushes, saplings and removing of trash and debris, trees, stumps, trees limbs, tree parts, wooden boxes/appliances, building materials, old bricks, tires. Clean outside.	TYLICO LLC P O BOX 207 RED OAK GA 30272	
2019 1217	Berry Shantell L P O Box 21094 Barringer MS 39004	2010 Alta Woods Blvd/ 39004	215 112	\$1,425.00	\$1,425.00	\$300.00	Board up and secure house; cut grass, weeds, shrubbery, fence line, bushes, saplings; remove trash, debris, fallen tree (stump/limbs), wooden boxes/crates, wooden boxes/crates, wooden boxes/crates, building materials/old furniture, building materials/old bricks, tires; and clean outside.	SHORTS L&C P O BOX 1085 JACKSON MS 39212	
2019 1277	King CB Attn Frances C Chambers 3113 Tinsley Pk Jackson MS 39206	Lot E of 146 E. Cohen St/ 39202	72 76	\$1240.00	\$1240.00	\$500.00	Cutting of grass, weeds, bushes, shrubbery, saplings, fence and removing of trash and debris, trees, stumps and debris.	LOFTON WILLIAM A ET AL TRUST CAROL G ABNEY 528 WILSON MILLS RD JACKSON MS 39200	
GRAND TOTAL							\$32,117.88		

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

Agenda Item No. 23
11.8.2022
(Dotson, Lumumba)

ORDER ACCEPTING THE DONATION OF AN ENDANGERED NORTH AMERICAN BLACK BEAR FROM THE STATE OF MISSISSIPPI WILDLIFE AND FISHERIES TO THE CITY OF JACKSON, MISSISSIPPI JACKSON ZOO (HARRIS, LUMUMBA)

James Johnson
OFFICE OF THE CITY ATTORNEY

WHEREAS, the Jackson Zoo entertains and educates the public, with emphasis on scientific research and species conservation; and

WHEREAS, the Jackson Zoo aims to conserve animals through projects in the field with wild animals and breeding animals; and

WHEREAS, in short, the Jackson Zoo provides an important reservoir for endangered species; and

WHEREAS, the State of Mississippi Wildlife and Fisheries donated one (1) North American Black Bear to the Jackson Zoo; and

WHEREAS, the North American Black Bear was donated to the Jackson Zoo on August 06, 2022; and

WHEREAS, the North American Black Bear is an endangered animal who was abandoned by his mother and hit by a vehicle; and

WHEREAS, the North American Black Bear has been under intense medical care at the Jackson Zoo; and

WHEREAS, the Jackson Zoo accepted the endangered and injured North American Black Bear, which was approximately 19 (nine-teen) pounds in weight and badly injured; and

WHEREAS, the endangered North American Black Bear has successfully recovered from his injuries, weighing approximately 40 (forty) pounds; and

WHEREAS, the North American Black Bear will be placed in the Navy Mississippi Bear Exhibit at the Jackson Zoo; and

IT IS, THEREFORE, ORDERED that the Mayor is authorized to accept the donation the North American Black Bear from the State of Mississippi Wildlife and Fisheries.

Agenda Item No.
11.8.2022
(Harris, Lumumba)

24

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 Lumumba
FROM: Ison B. Harris, Jr., Director
Department of Parks and Recreation
DATE: October 10, 2022
RE: Donation of North American Black Bear (the Jackson Zoo)

Order accepting the donation of an endangered North American Black Bear from State of Mississippi Wildlife and Fisheries to the Jackson Zoo.

The Department of Parks and Recreation & the Jackson Zoo recommends that this Order be submitted for the Council's consideration.

Thank you.

IBHjr/sa

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

DATE: 10/10/2022

POINTS		COMMENTS
1.	Brief Description/Purpose	Order accepting the donation of an endangered North American Black Bear from State of Mississippi Wildlife and Fisheries to the City of Jackson, Mississippi Jackson Zoo
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 5. Economic Development 7. Quality of Life
3.	Who will be affected	The citizens of Jackson
4.	Benefits	To entertain and educate the public, with emphasis on scientific research and species conversation.
5.	Schedule (beginning date)	Upon City Council approval.
6.	Location: ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable	Ward 1-7 YES
7.	Action implemented by: ▪ City Department <input type="checkbox"/> ▪ Consultant <input type="checkbox"/>	The Zoo / The Department of Parks and Recreation
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>

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 ACCEPTING THE DONATION OF AN ENDANGERED NORTH AMERICAN BLACK BEAR FROM THE STATE OF MISSISSIPPI WILDLIFE AND FISHERIES TO THE CITY OF JACKSON, MISSISSIPPI JACKSON ZOO has been reviewed by me and is legally sufficient for placement in the NOVUS Agenda System.

Carrie Johnson
Carrie Johnson
Deputy City Attorney

10/19/2022
Date

RESOLUTION OF THE CITY OF JACKSON AMENDING THE 1996 SOLID WASTE MANAGEMENT PLAN TO INCLUDE THE ADDITION OF A TIRE PROCESSING FACILITY ON METHODIST HOME ROAD.

WHEREAS, the current Solid Waste Management Plan of the City of Jackson allows for Mississippi Tire Recycling, LLC to perform tire processing at a location on Meter Road; and the approval of this amendment will allow for Mississippi Tire Recycling, LLC to perform tire processing at an additional location at 4976 Methodist Home Road; and

WHEREAS, currently the maximum tire processing at the Meter Road facility is sixteen tons per day and this additional facility will allow up to sixty tons per day of tires to be processed; and

WHEREAS, the Meter Road facility of Mississippi Tire Recycling, LLC is the only facility in the Central Mississippi Area, resulting in the capacity for tire processing being extremely low in the area; and

WHEREAS, recently, the City has been unable to accept waste tires due to the Meter Road facility of Mississippi Tire Recycling not having adequate space to hold waste tires until they have been processed; and

WHEREAS, the City does not have other permitted space in which it may hold waste tires until Mississippi Tire Recycling, LLC has space to receive additional waste tires; and

WHEREAS, there exists a tremendous need for an additional tire processing facility in the Central Mississippi area; and

WHEREAS, Mississippi Tire Recycling, LLC proposes to perform tire processing at an additional location, 4976 Methodist Home Road; and

WHEREAS, Mississippi Tire Recycling, LLC will retrofit the former Bailey Lumber Company warehouses to create a new facility with new equipment and a workforce of 10 to 20 persons, which will allow up to sixty tons per day of waste tires to be processed; and

WHEREAS, notice was published on October 27, 2022 and November 3, 2022, and a public hearing was held November 8, 2022, where public input was received, and any concerns and comments have been noted and communicated; and

WHEREAS, adjacent property owners and adjacent counties have been contacted with no objection to the proposed waste tire facility having been received.

THEREFORE, IT IS HEREBY RESOLVED that the City of Jackson 1996 Solid Waste Management Plan is hereby amended to allow for a waste tire processing facility located at 4976 Methodist Home Road.

Agenda Item No. ...
11.8.2022
(Hillman, Lumumba)

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CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

November 8, 2022

POINTS	COMMENTS
1. Brief Description/Purpose	RESOLUTION OF THE CITY OF JACKSON AMENDING THE 1996 SOLID WASTE MANAGEMENT PLAN TO INCLUDE THE ADDITION OF A TIRE PROCESSING FACILITY ON METHODIST HOME ROAD (ALL WARDS)
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 Economic Development
3. Who Will Be Affected	All City Residents
4. Benefits	This new facility will allow more storage, processing and recycling options for the City of Jackson residents and businesses to properly dispose of tires.
5. Schedule (beginning date)	n/a
6. Location: WARD CITYWIDE (yes or no)(area) Project limits if applicable	Citywide
7. Action implemented by: City Department Consultant	Public Works Department/Solid Waste Division
<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> 8. COST	N/A
9. Source of Funding General Fund Grant Bond Other	
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 ___

ORDER AUTHORIZING THE MAYOR TO CHANGE ORDER #3 TO THE CONTRACT OF HEMPHILL CONSTRUCTION COMPANY, INC. FOR CONSTRUCTION OF THE O.B. CURTIS WATER TREATMENT MEMBRANE FILTER BUILDING PROJECT, DWI-L250008-02

OFFICE OF THE CITY ATTORNEY
11/22/2022

WHEREAS, the City of Jackson executed a contract with Hemphill Construction Company, Inc. for the O.B. Curtis Membrane Filter Building; and

WHEREAS, during construction, multiple issues were identified that require a change order to correct; and

WHEREAS, the proposed Change Order #3 would result in an increased amount not to exceed \$623,064.19 with 120 additional working days added to the contract; and

WHEREAS, the Department of Public Works recommends acceptance of Change Order#3 to the contract Hemphill Construction Company, Inc.

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute Change Order #3 to the contract of Hemphill Construction Company, Inc. for the O.B. Curtis Water Treatment Membrane Filter Building Project, DWI-L250008-02, increasing the contract by an amount not to exceed \$623,064.19 and increasing the contract time by 120 working days.

Agenda Item No.
11.8.2022
(Hillman, Lumumba)

24

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET November 2, 2022

DATE

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 Order #3 with Hemphill for the OB Curtis Membrane Filter Building Project
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 	4. Neighborhood Enhancement 6 Infrastructure and Transportation 7 Quality of Life
3.	Who will be affected	City Surface Water System Customers
4.	Benefits	Improvements at OB Curtis Water Treatment Plant
5.	Schedule (beginning date)	After approval
6.	Location: <ul style="list-style-type: none"> ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable 	City Surface Water System
7.	Action implemented by: <ul style="list-style-type: none"> ▪ City Department <input checked="" type="checkbox"/> ▪ Consultant <input type="checkbox"/> 	City of Jackson, Department of Public Works, Engineering Division
8.	COST	Adds \$623,064.19 to the contract amount. New contract amount: \$3,879,956.52 Add 120 working days to the contract time. New contract time is 697 working days.
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 checked="" type="checkbox"/> 	Drinking Water SRF Loan DWI-L250008-02
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: Jordan Hillman
Interim Director
Date: November 2, 2022
Subject: Agenda Item for City Council Meeting

Attached you will find an item for the agenda authorizing the Mayor to execute Change Order #3 to the contract with Hemphill for the O.B. Curtis Water Treatment Plant project. Attached to this memo is a letter from Mauricka McKenzie with Cornerstone Engineering that details the issues incorporated in Change Order #3.

The proposed change in contract amount is an increase of \$623,064.19 to \$3,879,956.52. 120 additional working days will be added to the contract. The cost increase will be paid for out of remaining unspent loan funds in DWI-L250008-02.

It is the recommendation of Public Works that the order be approved. 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) 960-1755


OFFICE OF THE CITY ATTORNEY
NOV 13 2022

OFFICE OF THE CITY ATTORNEY

This **ORDER AUTHORIZING THE MAYOR TO CHANGE ORDER #3 TO THE CONTRACT OF HEMPHILL CONSTRUCTION COMPANY, INC. FOR CONSTRUCTION OF THE O.B. CURTIS WATER TREATMENT MEMBRANE FILTER BUILDING PROJECT, DWI-L250008-02** is legally sufficient for placement in NOVUS Agenda.



Catoria P. Martin, CITY ATTORNEY

Terry Williamson, *Legal Counsel* 

11/3/22

DATE

Change Order

No. 3

Date of Issuance: October 3, 2022 Effective Date: _____

Project: OB Curtis Water Treatment Plant Membrane Filter Building Project	Owner: City of Jackson	Owner's Contract No.: DWI- L250008-02
Contract: #3	Date of Contract: January 29, 2021	
Contractor: Hemphill Construction Company, Inc.		Engineer's Project No.: 20-04

The Contract Documents are modified as follows upon execution of this Change Order:

Description:

- Storm drain modifications, chemical basin reconstruction, superstructure design change, membrane flocculation repair prior to enclosure erection, etc.

Attachments (list documents supporting change):

See the attached correspondence for additional information.

CHANGE IN CONTRACT PRICE:

CHANGE IN CONTRACT TIMES:

Original Contract Price:

\$3,142,395.00

[Increase] [Decrease] from previously approved Change Orders No. 0 to No. 1:

\$ 114,497.33

Contract Price prior to this Change Order:

\$3,256,892.33

[Increase] [Decrease] of this Change Order:

\$623,064.19

Contract Price incorporating this Change Order:

\$3,879,956.52

Original Contract

Times:

Working days Calendar days

Substantial completion (days or date): 180 days

Ready for final payment (days or date): 200 days (9/24/21)

[Increase] [Decrease] from previously approved Change Orders No. 1 to No. 2:

Substantial completion (days): 407 days

Ready for final payment (days): 427 days (4/19/2022)

Contract Times prior to this Change Order:

Substantial completion (days or date): 547 days

Ready for final payment (days or date): 577 (9/16/22)

[Increase] [Decrease] of this Change Order:

Substantial completion (days or date): 120 days

Ready for final payment (days or date): 697 days (1/15/23)

Contract Times with all approved Change Orders:

Substantial completion (days or date): 667 days

Ready for final payment (days or date): 697 days (1/15/23)

RECOMMENDED:

By: [Signature]
Engineer (Authorized Signature)

Date: 10/3/22

Approved by Funding Agency (if applicable):

ACCEPTED:

By: _____
Owner (Authorized Signature)

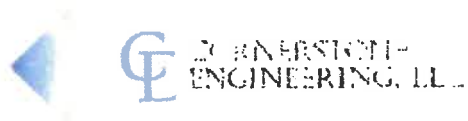
Date: _____

ACCEPTED:

By: [Signature]
Contractor (Authorized Signature)

Date: 10/5/2022

Date: _____



October 3, 2022

City of Jackson
Attn: Mayor Chokwe A. Lumumba
P.O. Box 200
Jackson, MS 39201

REFERENCE: **CHANGE ORDER #3 JUSTIFICATION**
 PROPOSED OB CURTIS WTP MEMBRANE BUILDING ENCLOSURE
 PROJECT
 CITY OF JACKSON

Cornerstone Engineering Project No. 20-04

Dear Mayor Lumumba:

This letter is submitted to provide an explanation of why change order #3 is needed. There are several reasons. The reasons for the change order are listed below for your consideration:

- First, there are storm drain modifications that are required due to unforeseen subsurface conditions that were discovered during construction. Additional duct bank utilities were discovered by the contractor in the pathway of our proposed gravity storm drainage system which caused a conflict. The contractor's engineer developed a revised drainage pipe installation plan as shown on the attached drawings. The storm drainpipe installation is necessary to handle the increased rainwater runoff caused by the new building at the membrane plant. Without the storm drain installation, there is a high risk for the existing lower-level storm drain inlets and pipes at the membrane plant to become overloaded due to the existing infrastructure being undersized. Without the storm drain modifications, there is an increased chance of floodwater flowing inside the membrane plant building and threatening the sensitive electrical equipment located on the first floor of the membrane plant. Therefore, storm drain modifications are necessary. The cost for the storm drainage system change is \$244,877.69.
- Secondly, the secondary containment basins required more extensive rehab due to the existing concrete substrate being supersaturated with corrosive chemicals which would cause the new protective coatings to not bond properly. Therefore, additional surface preparation was warranted beyond normal surface preparation procedures as recommended by the coating manufacturer. The cost for the extra concrete coating change is \$11,925.46.
- Thirdly, there were unforeseen chemical feed lines that had to be relocated near the north footing to facilitate the building foundation construction. This work has been completed already to keep the foundation construction progressing. The cost for the chemical feed line relocation is \$5,508.04.

600 E. Northside Drive
Clinton, MS 39056
601-473-2403 o

- Fourthly, there is a small diameter (6") permanent drainage pipe that needed to be installed through the new foundation on the west side of the membrane plant to drain the accumulation of water in the new concrete paving. This pipe has already been installed to keep the paving work progressing. The cost for the small drainage pipe installation is \$6,228.75.
- Fifthly, there was a small diameter water supply line (2") that was leaking at the area where the new concrete pavement was to be installed for the new building. The pipe had been leaking for some time prior to starting the project due to a faulty shutoff valve. The maintenance staff at the plant was notified but was unavailable to repair the leak due to other high-priority tasks requiring their full attention. The leak has already been repaired in order to keep the paving work progressing. The cost for the water leak repair is \$3,177.40.
- Sixthly, there were assessments and repairs needed for the membrane flocculator motors to determine malfunction. It was determined by the water plant staff, engineer and contractor that repairs are needed for the membrane plant flocculators which will be housed in the new building. The cost to perform the membrane flocculator repair work is \$35,187.39.
- Seventhly, there were additional modifications and communication adjustments needed in the field for the new water treatment analyzers as part of the original new building scope of work. The water treatment equipment is required for the soda ash chemical feed automation process. There was additional electrical wiring, fan relocations, and conduit installation needed to complete the setup. The cost for the electrical adjustments is \$81,305.60.
- Furthermore, a building roof geometry reconfiguration was considered during the contractor's submittal process. The building contractor incurred additional costs to redesign the roof structure to improve the roof geometry and pitch for handling extra ice and snow loads. The contractor's redesign and material cost increase are \$180,108.52.
- Our contractor was unable to power up the new light fixtures due to a missing transformer that was not included in the project plans as well as some additional communication wiring that is needed to monitor the turbidity analyzers. The cost for these electrical adjustments \$54,745.34

In summary, the itemized details from the contractor (Hemphill Construction Company, Inc.) are provided in the attachments. The total change order #3 amount for your consideration is \$623,064.19.

We hope this provides a better understanding of why this change order is being presented. If you have any questions in the interim, please feel free to contact me at (601) 473-2403.

Sincerely,



Mauricka McKenzie, Sr., P.E., BCEE
Project Engineer

Cc: Jordan Hillman, PWD
Robert Lee, P.E.

Attachment

**ORDER AUTHORIZING THE MAYOR TO EXECUTE DOCUMENTS
NECESSARY FOR THE UNITED STATES ENVIRONMENTAL
PROTECTION AGENCY STATE AND TRIBAL ASSISTANCE GRANT
PURSUANT TO THE FISCAL YEAR 2022 CONSOLIDATED
APPROPRIATIONS ACT (PUBLIC LAW 117-103)**

SHARIL O. HILLMAN
CITY ATTORNEY
3-20-22

WHEREAS, the President of the United States signed the Fiscal Year 2022 Consolidated Appropriations Act (Public Law 117-103) which included a United States Environmental Protection Agency (EPA) State and Tribal Assistance Grant for \$4,000,000 for the City of Jackson for the Water and Distribution System; and

WHEREAS, during the life of the grant, the Mayor will need to execute various applications and documents to the EPA.

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute documents necessary for the United States Environmental Protection Agency (EPA) for the FY2022 State and Tribal Assistance Grant concerning improvements to the Jackson Water and Distribution System.

Agenda Item No. 11.8.2022 (Hillman, Lumumba)	27
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CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

November 2, 2022

DATE

P O I N T S		C O M M E N T S			
1.	Brief Description/Purpose	Submission of documents to the EPA regarding the State and Tribal Assistance Grant			
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		
		5.	Economic Development		
		6.	Infrastructure and Transportation		
		7.	Quality of Life		
3.	Who will be affected	City of Jackson Water System Users			
4.	Benefits	Submit documents to the EPA			
5.	Schedule (beginning date)	Upon approval			
6.	Location: ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable	System Wide			
7.	Action implemented by: ▪ City Department <input checked="" type="checkbox"/> ▪ Consultant <input type="checkbox"/>	Engineering Division			
8.	COST	No Cost to sign the documents			
9.	Source of Funding ▪ General Fund <input type="checkbox"/> ▪ Grant <input checked="" type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input type="checkbox"/>	N/A			
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 PUBLIC WORKS
ENGINEERING DIVISION**

MEMORANDUM

To: Mayor Chokwe Antar Lumumba

From: Jordan Hillman
Interim Director

Date: November 2, 2022

Subject: Agenda Item for City Council Meeting

Attached, you will find a resolution that authorizes the Mayor to execute documents necessary for the EPA State and Tribal Assistance Grant (STAG) program. The FY2022 Consolidated Appropriations Act included \$4,000,000 for an EPA community project for the Jackson Water and Distribution system. As part of the administration of the project, various documents will need to be signed and submitted to the EPA. It is the recommendation of this office that this item be approved. If you have any questions, call me at (601) 960-2091.

Office of the City Attorney

455 East Capitol Street
Post Office Box 277
Jackson, Mississippi 39201-0277
Telephone: (601) 960-1799
Facsimile: (601) 960-1756

OFFICE OF THE CITY ATTORNEY
11/3/22

OFFICE OF THE CITY ATTORNEY

This **ORDER AUTHORIZING THE MAYOR TO EXECUTE DOCUMENTS NECESSARY FOR THE UNITED STATES ENVIRONMENTAL PROTECTION AGENCY STATE AND TRIBAL ASSISTANCE GRANT PURSUANT TO THE FISCAL YEAR 2022 CONSOLIDATED APPROPRIATIONS ACT (PUBLIC LAW 117-103)** is legally sufficient for placement in NOVUS Agenda.



Catoria P. Martin, *CITY ATTORNEY*

Terry Williamson, *Legal Counsel*

11/3/22
DATE

Community Grants Program

FINAL IMPLEMENTATION GUIDANCE

OCTOBER 2022



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Purpose

This document provides information and guidelines on how the U.S. Environmental Protection Agency (EPA) will award and administer water infrastructure projects identified as Congressionally Directed Spending (CDS) and Community Project Funding (CPF) items in Appropriations Acts. For Fiscal Year (FY) 2022, the Consolidated Appropriations Act (P.L. 117-103) includes \$841,405,095 in the State and Tribal Assistance Grants (STAG) account for 483 drinking water, wastewater, stormwater infrastructure, and water quality protection projects.¹

Background

President Biden signed the FY 2022 Consolidated Appropriations Act (P.L. 117-103) into law on March 15, 2022. In this law, Congress renewed the practice of funding specifically named community infrastructure projects, referred to by the Senate as CDS items and in the House of Representatives as CPF items. [Appendix A](#) of this document provides the pertinent section of the Consolidated Appropriations Act, 2022, also referred to as the EPA's FY 2022 Appropriations Act. Water infrastructure CDS/CPF projects are further referred to as Community Grants projects in this document.

Eligibility

Community Grants projects are designated for the planning, design, and construction of drinking water, wastewater, and stormwater infrastructure and for water quality protection. Eligible Community Grant projects are included in Appropriations Acts. For FY 2022, eligible projects are referenced in the explanatory statement found in [Appendix A](#). [Appendix B](#) lists each project that is eligible for funding under the FY 2022 Appropriations Act and identifies the state, recipient name, purpose, and appropriated funding amount of each project. EPA will use the Clean Water State Revolving Fund (CWSRF) and Drinking Water State Revolving Fund (DWSRF) framework to guide implementation of these Community Grants: the [CWSRF](#) and [DWSRF](#) eligibilities should be referred to for development of workplans, project scopes, costs, and sub-awards. Funds appropriated for Community Grants projects may not be awarded solely to repay loans received from SRF programs or to repay other debts unless there are explicit instructions to do so in Appropriations Acts or accompanying explanatory statements and/or committee reports. These funds may not be used for operation and maintenance.

Technical Corrections

Should a Community Grant recipient identified in an Appropriations Act need to modify the type, purpose, or named recipient of the Community Grant, a technical correction will be needed. The Agency's FY 2006 Appropriations Act (P.L. 109-54) included a permanent authority that allows EPA to make technical corrections to Community Grants only after consultation with Congress, without the need for additional legislation. For example, if a recipient (*e.g.*, City of Salem) is named in the authorizing language but a different legal entity (*e.g.*, Salem Wastewater Utility) owns the infrastructure, the recipient can request a technical correction. As another

¹ In the FY 2022 Consolidated Appropriations Act, EPA received a total of 491 CDS/CPF projects for \$860.3 million. Of this total, 483 projects are for water community projects; this document pertains to these projects.

example, if the Appropriations Act provides for a specific type of project (*e.g.*, drinking water) when a different type of project (*e.g.*, wastewater) is needed, the recipient can request a technical correction to change the project type.

Appropriate Types of Technical Corrections

A technical correction can be made for all, or part of a project identified in an Appropriations Act to change the recipient, the purpose, or both. The statutory language that provides EPA with the authority to make technical corrections does not limit the extent to which a technical correction can alter the original project, if the new project provides for water quality protection or involves construction² of drinking water, wastewater, or stormwater infrastructure. Technical corrections cannot, however, be used to change the project purpose to debt repayment, because debt repayment does not meet the statutory terms of the authority. After consultation with the House and Senate Committees on Appropriations, EPA will generally approve changes in purpose that meet the above criteria or changes in recipient where both the original entity and the new entity to be named concur with the change. Any technical correction request involving a change to both the purpose and the recipient entity must be accompanied by additional detail explaining:

- The need or reason for the change;
- The relationship between the two entities;
- Who initiated the request; and
- The involvement of any third parties, if known.

Additional information on technical corrections is provided in [Appendix C](#).

Cost Share Requirements

Appropriations Acts require each Community Grant recipient to provide a cost share from non-federal sources unless the recipient is approved for a cost share waiver by EPA. For FY 2022, the cost share amount is 20% of the total grant project cost. All contributions toward cost share should be included in the grant budget and must be categorized in the appropriate grant budget category (see [Appendix D](#) for more information on budget development). The source of the cost share must be included in the workplan and payment requests. EPA may pay 80% of costs shown on approved payment requests up to the approved federal funding amount.

- All grant funds, including a cost share, can be used only for allowable costs in executing the project. All cost sharing funds must have supporting source documents (a record that supports a transaction).
- Services donated to recipients may be furnished by professional and technical personnel and consultants in accordance with [2 CFR 200.434](#). Dollar values must be placed on all

² "The term 'construction' means any one or more of the following: preliminary planning to determine the feasibility of treatment works, engineering, architectural, legal, fiscal, or economic investigations or studies, surveys, designs, plans, working drawings, specifications, procedures, field testing of innovative or alternative waste water treatment processes and techniques meeting guidelines promulgated under section 1314(d)(3) of this title, or other necessary actions, erection, building, acquisition, alteration, remodeling, improvement, or extension of treatment works, or the inspection or supervision of any of the foregoing items." (33 U.S.C § 1292(1)).

donated services in accordance with [2 CFR 200.306](#). All cost sharing funds must be included in the workplan and budget and be part of the grant's total project costs.

- All cost sharing funds must conform to the same laws, regulations, grant conditions, etc., as the federal funds within the grant; recipients may prefer to limit cost sharing to the amount required.

See [Appendix D](#) and [Appendix F](#) for information on general principles of cost allowability.

Sources of Cost Share

Eligible sources of "non-federal" funds to meet the cost share requirement are described below; recipients can use any or a combination of the following eligible sources if the requirements in [2 CFR 200.306](#) are met:

1) Public sources³. The following public funding sources can be used to meet the cost share requirement:

- State appropriations;
- Local government match to the grant project;
- U.S. Department of Housing and Urban Development, Community Development Block Grant funds;
- U.S. Department of Agriculture, Rural Development funds;
- Appalachian Regional Commission funds; and
- The CWSRF and DWSRF programs if those funds are:
 - non-federal funds such as loan repayments, interest earnings, bond proceeds, and fees, or
 - a state contribution to the SRF above the statutorily required 20% match.

Note: EPA has issued a [class deviation document](#) pertaining to CWSRF and a [policy memo](#) pertaining to DWSRF that allow Community Grant recipients to use certain sources of funds from the two SRF programs as the non-federal cost share. The class deviation and policy documents allow SRF programs to use the non-federal and non-state match share of SRF funds to provide loans that Community Grant recipients can use as the cost share for community projects.

Funding made available to jurisdictions through the American Rescue Plan Act of 2021 (ARPA), including ARPA Revenue loss funds, cannot be used to meet the non-federal cost share requirement.

- 2) Private sources.** These include funding from a business or nonprofit contributing to the project.
- 3) In-kind services.** These may include the applicant's administrative expenses for managing and overseeing the grant and projects, provided that the expenses are not being reimbursed by the federal share of the grant award. In-kind services contributed by other

³ Community Grant recipients can use federal funds from other programs as all, or part, of the cost share only if the statute authorizing those programs specifically allows the funds to be used as match for other federal grants. Additionally, other federal program funding must be allowed to support the planning, design and or construction of drinking water, wastewater, or stormwater infrastructure projects.

entities may also be allowable as cost share. Force accounts may be used as in-kind services: personnel costs include salaries, wages, and allowable incentive compensation for recipient employees (i.e., who receive W-2 forms) who spend time working on the project. In-kind (cost share) contributions must be verifiable and documented. For example, if the recipient does not intend to charge the EPA assistance agreement for all time employees spend working on the project, the applicant may include salaries or wages in the personnel category for cost share purposes.

Determining Cost Share Amount

For the purposes of calculating the cost share amount, the amount specified in the FY 2022 Appropriations Act for EPA's contribution represents 80% of the total grant project cost. Grant applications are not required to reflect costs that exceed total grant project costs as calculated below; this is the minimum total grant project cost required to receive the full FY 2022 appropriation amount.

The following example demonstrates how to calculate the cost share amount using \$100,000 as the EPA contribution:

A. Identify the Total Grant Project Cost

Divide the EPA contribution by .80 to calculate the total grant project cost:

$$\$100,000 \div 0.80 = \$125,000.$$

\$125,000 is the total grant project cost

B. Multiply the Total Grant Project Cost by .20 to determine the cost share amount

Total grant project cost x .20 = required cost share amount

$$\$125,000 \times .20 = \$25,000$$

\$25,000 is the required 20% cost share amount

C. Confirm

Total grant project cost = EPA Contribution + Cost Share Amount.

$$\begin{array}{r r r r} \$125,000 & - & \$100,000 & + & \$25,000 \end{array}$$

Waivers to Cost Share Requirements

EPA supports waiving required non-federal cost share for projects located in, or that primarily serve, disadvantaged communities. EPA is using the discretion provided by the FY 2022 Appropriations Act (see [Appendix A](#)) to consider waiving or reducing statutorily required non-federal cost share on Community Grant funds when requested and appropriate.

EPA will consider the Cost Share Waiver Criteria A – I⁴ below, in defining disadvantaged communities for the purposes of Community Grants. Projects in communities that meet at least one of these criteria may request a waiver of the non-federal cost share requirement under the Community Grants Program. Systems that serve large service areas with a specific project that will primarily serve a subset of its service area that meets one of these criteria may also request a waiver.

Waivers to the cost share requirement must be approved by EPA's Assistant Administrator for Water, in accordance with EPA's Delegation of Authority 1-102⁵. Recipients requesting cost share waivers should submit a written request to the Regional EPA Project Officer for consideration. Waiver requests should include applicable Cost Share Waiver Criteria(s) and any related supporting documentation including source data retrieved from the websites noted below.

Many of the criteria can be found online on the [Census Bureau's](#) website. Recipients can start by entering their community's name in the search bar and viewing the community's profile. Tables and graphics from the Census Bureau's website can be downloaded or embedded in a recipient's cost share waiver request. Recipients should use the most recent data available. Specific tables with more detailed information and other publicly available datasets beyond the community profile page for each metric are provided below.

Cost Share Waiver Criteria

A. Community median household income (MHI) is less than 80% of State MHI

- MHI can be found on a [community's profile page of the US Census Bureau – use the search function to find your community](#). Communities should use the most recent data available.
- MHI is also available for most communities from the latest annual Census American Community Survey (ACS) data collection. In the few cases where a local jurisdiction's MHI is not available, the surrounding county's MHI may be sufficient. The Census Bureau provides annual [5-Year Average Median Household Income Data in Table B19013](#). Click on the B19013 Table, select GEOS and search under "most common geographies" select "State" and then select the relevant and enter community name in the search bar.

⁴EPA developed Cost Share Waiver Criteria A – I for the purposes of assessing the appropriateness of waiving the cost share requirement for the 483 drinking water, wastewater, stormwater infrastructure, and water quality protection projects identified in the FY2022 Consolidation Appropriations Act, based on EPA's Memorandum: [Implementation of the Clean Water and Drinking Water State Revolving Fund Provisions of the Bipartisan Infrastructure Law](#), March 8, 2022 (see Attachment I, Appendix E, of the memorandum).

⁵EPA's *Delegation of Authority 1-102, Grants and Cooperative Agreements for Water Infrastructure Projects or Other Water Resource Projects from Funds Appropriated for the State and Tribal Assistance Grant Account or the Environmental Programs and Management Account* authorizes EPA's Assistant Administrator for Water and Regional Administrators "To approve and administer grants and cooperative agreements for water infrastructure projects or other water resource projects from funds appropriated for the State and Tribal Assistance Grant Account or the Environmental Programs and Management Account or any successor accounts, including a project authorized by Section 510 of the Water Quality Act of 1987, P.L. 100-4, 101 Stat. 7.80, EPA's FY 1991 Appropriations Act (P.L. 101-507), and any subsequent public law; and to perform other activities necessary for the effective administration of those grants and cooperative agreements."

- B. Communities with \$25,766 or less upper limit of Lowest Quintile Income**
- Communities can view their Lowest Quintile Income on the [Census Bureau](#) website and search by community name and "B19080 HOUSEHOLD INCOME QUINTILE UPPER LIMITS." Communities should use the most recent data.
- C. Communities with $\geq 30.9\%$ Population Living Under 200% of Poverty Level**
- The US Department of Health and Human Services provides [US Federal Poverty Guidelines](#), including a chart with percentage of poverty levels (i.e., 200%).
 - More detailed information on the population living under the poverty level can be found in [Table S1701: Poverty Status in the Past 12 months for communities](#).
- D. Community with census tracts that have a poverty rate greater than or equal to 20%**
- Percent of the poverty rate can be found on [a community's profile page provided by](#) the Census Bureau.
 - More detailed information can be found in [Table S1701: Poverty Status in the Past 12 months](#).
- E. Communities with $\geq 3.4\%$ Unemployed Population age 16 and older in the Civilian Labor Force**
- The Bureau of Labor Statistics (BLS) maintains current unemployment rate figures for municipalities and counties with a population over 25,000. National and state unemployment data are also available for comparison purposes. This information can be obtained from the [BLS Data Tools webpage](#). The most recent year of unemployment data can be used.
 - If the community is less than 25,000, information about employment status can be found in the community's profile page on the [Census Bureau](#) website or more detailed community employment information can be found in [Table DP03 Selected Economic Characteristics](#).
- F. Communities with $\geq 12.1\%$ Vacant Households**
- Data on a community's vacant household level can be found on [the community's profile page](#).
 - More detailed information on vacant households is available in the Census Table H1 Occupancy Status.
 - Percentage of vacant households may also be available in a community's annual Financial Report or community tax records.
- G. Community in a county with a Social Vulnerability Index score higher than 0.80**
- The Center for Disease Control (CDC)/Agency for Toxic Substances and Disease Registry (ATSDR) Social Vulnerability Index (SVI) uses 15 U.S. census variables to help local officials identify communities that may need support before, during, or after disasters.
 - Communities can find their SVI score via the online [SVI: Interactive Map](#) provided by the CDC. They should zoom into their county, select it, and the SVI score will be displayed in the pop-out table.
- H. Combined sewer and drinking water costs are greater than 2% of the 20th percentile household income**
- Communities can view their Lowest Quintile Income on the [Census Bureau](#) website and search by community name and "B19080 HOUSEHOLD INCOME QUINTILE UPPER LIMITS". Communities should use the most recent data.

- Percent MHI = Total of Bills for One Year for a Residential Customer / Median Household Income of All Customers. The total bills for residential customers can be found from the community's local utilities.
- I. Communities with ≥ 11.7% Population Receiving Food Stamps/SNAP Benefits**
 - Communities can find the percentage of their population receiving SNAP benefits on the [Census Bureau](#) website. Select "view state and local data" to search by state and then City/town or county.

Grant Administration: Community Grants Lifecycle

EPA's Community Grant appropriations are STAG infrastructure grants to improve water infrastructure and water quality through funding for drinking water, wastewater, and stormwater projects. [Appendix B](#) lists the 483 water CDS/CPF projects identified in the FY 2022 Appropriations Act. These 483 projects are collectively funded "off the top" at a level of \$443,639,051 from the FY 2022 general CWSRF appropriations and \$397,766,044 from the FY 2022 general DWSRF appropriations.

EPA's Regional Offices will administer Community Grants as authorized under EPA's Delegation of Authority 1-102⁵ Per EPA's Delegation of Authority 1-14A⁶. EPA Regional Administrators are authorized to award grants and cooperative agreements, including Community Grants, that were appropriated in FY 2022.

The following describes the lifecycle stages of each award. Additional information on grant policies and resources including on receiving and managing EPA grants are listed in [Appendix E](#).

Pre-Award Phase

While Congress directs Community Grant funds to specified recipients for defined projects, recipients are required to fulfill statutory and regulatory requirements before EPA can award grant funding. These requirements include but are not limited to providing necessary information for the National Environmental Policy Act (NEPA) environmental review, review of any pre-award costs, and submitting a complete grant application package. [Appendix D](#) and [Appendix E](#) provide information on grant application package content and submission.

1. NEPA Environmental Review

As required by EPA's NEPA implementing regulations ([40 CFR 6.100-6.406](#)), EPA must complete the NEPA review process before awarding a grant for design and/or construction.

The requirement for an environmental review under NEPA generally does not apply to grants solely for planning activities, such as infrastructure assessments, watershed plans, and wastewater capital improvement plans. Applicants should check with their [EPA Regional](#)

⁵ EPA's *Delegation of Authority 1-141 Assistance Agreements* authorizes Regional Administrators, the Assistant Administrator for Mission Support, and the Chief Financial Officer "To take all necessary actions to award, obligate and de-obligate funds for, and administer fellowship, grant, cooperative and loan agreements (hereinafter financial assistance), and to make any final determinations required by law or regulations, with eligible recipients"

[Contact](#) to determine if NEPA applies to a particular Community Grant. See the [Regulations and Requirements](#) section and [Appendix F](#) for additional information about NEPA Environmental Review.

2. Pre-award Costs and Procurement Review

Costs incurred prior to grant awards may be eligible for reimbursement if the costs are in conformance with applicable federal and EPA regulations. Incurred costs are financial obligations: costs owed by an entity as a result of a transaction. The costs may have been paid or remain unpaid. The regulations at [2 CFR 200.458](#) require that pre-award costs be incurred "...directly pursuant to the negotiation and in anticipation of the Federal award where such costs are necessary for efficient and timely performance of the scope of work. Such costs are allowable only to the extent that they would have been allowable if incurred after the date of the Federal award and only with the written approval of the Federal awarding agency. If charged to the award, these costs must be charged to the initial budget period of the award, unless otherwise specified by the Federal awarding agency or pass-through entity."

For Community Grants projects identified in the FY 2022 Appropriations Act, pre-award costs must be incurred on or after October 1, 2021, to be considered for eligibility. Notwithstanding, all costs incurred before EPA makes the award are at the recipient's risk. EPA shall review the eligibility of such costs on a case-by-case basis prior to approving the project budget and awarding the grant.

A review of pre-award costs includes a review of contracts executed prior to award for compliance with applicable procurement regulations as described in [Regulations and Requirements](#).

3. Application Forms, Workplan, and Submitting an Application

Upon completion of an environmental review under NEPA, development of a project workplan⁷, and review of any pre-award costs (including any costs related procurement), applicants should submit a complete grant application package to EPA. The workplan and application must include any pre-award costs. Recipients must ensure that their organizations

⁷ The SRF appropriations are the vehicles being used to appropriate the CDS/CPF funds. However, the SRF authorities do not govern or authorize the CDS/CPF grants. The Consolidated Appropriation Act is structured so that the CDS/CPF funding is taken from the total amount in the SRF appropriations prior to the SRF allocation to the states. Accordingly, Program Results Codes (PRCs) have been assigned to each CDS/CPF project's funding based on the SRF account from which each project's funding was appropriated. However, the authority governing the CDS/CPF projects is the language in the explanatory statement (Appendix A), which states that "\$443,639,051 of the funds made available for capitalization grants for the Clean Water State Revolving Funds and \$397,766,044 of the funds made available for capitalization grants for the Drinking Water State Revolving Funds shall be for the construction of drinking water, wastewater, and storm water infrastructure and for water quality protection." Therefore, CDS/CPF grant/workplan activities may entail construction of drinking water, wastewater, and storm water infrastructure, and water quality protection related tasks, irrespective of EPA's assignment of PRC. Additionally, there is language in the explanatory statement that indicates the SRF is not intended to be the authority for the CDS/CPF funds. For example, the explanatory statement indicates "Applicable Federal requirements that would apply to a Clean Water State Revolving Fund or Drinking Water State Revolving Fund project grant recipient shall apply to a recipient receiving a CDS/CPF grant under this section." That direction would be unnecessary if Congress was appropriating the CDS/CPF funds under the SRF authorities.

have registered with the federal government's [System for Award Management \(SAM\)](#). Recipients must have an active registration/record with [SAM.gov](#) and complete the [Grants.gov](#) registration process to apply for any federal funding.

The complete grant application includes several forms, as described in [Appendix D](#). These forms **must** be downloaded from the Community Grant opportunity package on Grants.gov - generic versions of the standard forms not downloaded from the Grants.gov website will not be accepted. See [Appendix D](#) for instructions on how to navigate to the Funding Opportunity Package and download the standard forms. [Appendix F](#) includes information on budget development and allowability of costs. In addition to the required forms, grant applicants must submit a project workplan that describes the proposed project, the milestone schedule, the need for the project, and the anticipated environmental and public health benefits (outputs and outcomes). See Community Grants Workplan Contents/Outline in [Appendix E](#) for more information.

Applicants must submit a complete application package (with all required forms, a workplan, and additional required documentation) for EPA review and approval, through the grants.gov portal. See additional information in [Appendix D](#).

Post-Award Phase

After receiving an award, the recipient is ready to start working on the activities outlined in the approved workplan. Adhering to various grant regulations and the terms and conditions outlined in the grant agreement are critical to ensuring a successful grant project.

- Recipients submit payment requests to EPA for incurred costs. In some cases, pre-award costs may be included. Once the payment request is approved, the recipient can draw down the requested amount. As required by [2 CFR 200.305\(b\)](#), EPA requires that recipients of EPA financial assistance participate in the [Automated Standard Application for Payments \(ASAP\)](#) system. Recipients must request payment for the minimum amounts needed for actual and immediate cash. Recipients will submit a payment request including supporting documentation such as copies of bills (vouchers, invoices, etc.), along with a description of services rendered, time spent, and charges for EPA review and approval. After review and approval, EPA will pay the recipient for the federal share of the allowable costs shown on the payment request. Information on [ASAP](#) is available online.
- EPA grants contain General, Administrative, and Programmatic terms and conditions, which include reporting requirements such as filing an interim (annual) Federal Financial Report (FFR), annual MBE/WBE Reporting, and progress report submission. [EPA's General Terms and Conditions](#) are applicable to all EPA awards, and additional terms and conditions for Community Grants awards will be specified in individual award agreements. Recipients should regularly review grant award terms and conditions throughout the life of the project to ensure that the organization remains in compliance with all requirements and must inform EPA if problems arise that jeopardize the completion of the project. EPA Regional Offices perform construction monitoring and oversight.

- Recipients' personnel payroll and records system must be capable of providing reports on the activities of each employee who works directly on a grant. Charges to federal awards for salaries and wages must be based on records that accurately reflect the work performed. Activity reports are typically signed by the individual employee and/or by a responsible supervisory official having first-hand knowledge of the activities performed by an employee. The supervisor should be able to certify that the distribution of activity represents a reasonable estimate of the actual work performed by the employee during the periods covered by the reports. [2 CFR 200.430](#) provides additional information on Standards for Documentation of Personnel Expenses.
- Recipients should contact the EPA Project Officer should any changes to the grant agreement (e.g., workplan, milestone schedule, budget) become necessary for the project to succeed, as soon as possible to discuss the changes. In accordance with [2 CFR 200.308](#), most changes must be approved by EPA and may require a formal amendment to the assistance agreement.
- EPA conducts administrative monitoring, including reviewing recipient invoices/payment requests and programmatic reports, and can request access to all records and conduct grant audits. EPA can disallow costs and take enforcement actions if the recipient fails to remain in compliance.

Closeout Phase

Closeout refers to the process EPA uses to determine that a recipient has completed all the required workplan activities under a grant and confirm that all applicable financial and administrative requirements as described in [2 CFR 200.344](#) have been met.

- Recipients must submit the final progress report according to the terms and condition listed in the grant agreement and should demonstrate satisfactory completion of all workplan tasks and activities.
- Recipients prepare and submit several reports as part of the grant closeout process. [EPA's Frequently Asked Questions about Closeouts](#) provides information about closeout requirements, procedures, records retention, and associated regulations. EPA provides more information for recipients via the [online course on closing out grants](#).

Regulations and Requirements

Recipients are responsible for compliance with many regulations and requirements including but not limited to [EPA's general regulations](#). In addition, each grant agreement will specify terms and conditions that establish a legally binding agreement between EPA and the recipient including but not limited to [EPA's General Terms and Conditions](#). Details and information related to several requirements that are of particular importance for recipient compliance prior to receiving grant awards are discussed below. Additional information and resources on these requirements including recipient responsibilities for compliance can be found in [Appendix F](#). EPA will review documentation from recipients to assess eligibility of costs incurred in

accordance with EPA's General Principles for Cost Allowability, as described in [EPA's Interim General Budget Development Guidance](#).

Environmental Review

NEPA and other relevant applicable statutes and Executive Orders, such as the Endangered Species Act (ESA), apply to Community Grants projects authorized by the Annual Appropriations Acts. The applicable NEPA regulations are the Council of Environmental Quality's (CEQ) implementing regulations at [40 CFR Parts 1500-1508](#) and EPA's NEPA regulations at [40 CFR Part 6](#). In accordance with EPA's NEPA regulations, EPA must complete the NEPA process before issuing a grant award for construction activities.

NEPA and other cross-cutting Federal requirements that apply to the project (i.e., the approval and/or funding of work beyond the conceptual design point) cannot be delegated. Although EPA may fund the recipient's development of an Environmental Information Document (EID) or other analysis for cross cutting authorities or executive orders in order to provide supporting information, EPA has the legal obligation to make the NEPA related decision, to issue the NEPA documents, to sign NEPA determinations, and to fulfill other cross-cutting Federal requirements before approving or paying for design and/or construction. Therefore, EPA grant funds cannot be used to prepare a federal document, such as an Environmental Assessment (EA) or Environmental Impact Statement (EIS).

When both EPA and another Federal agency are funding the same project, the agencies may negotiate an agreement for one to be the lead agency for performing grant oversight and management activities, including those related to NEPA and other cross-cutting Federal requirements. The lead agency can be the one that is providing the most funds for the project, or the agency that provided the initial funds for the project. The CEQ NEPA regulations at [40 CFR 1501.7\(c\)](#) provide the factors listed in order of descending importance to determine the lead agency designation. If an EIS is required on a joint or related Federal action, EPA may serve as a co-lead or request to be a cooperating agency. In addition, EPA may adopt another Federal agency's EIS or EA. Note EPA may adopt another Federal agency's EA and use it as a basis for its Finding of No Significant Impact (FONSI), provided EPA has independently reviewed the EA and agrees with the analysis and circulates the FONSI and attached EA for the requisite 30-day comment period.

Recipients with CWSRF or DWSRF co-funded projects for which a State Environmental Review Process (SERP) has been completed can submit the completed state analysis for EPA review. EPA will review the SERP document and will incorporate by reference any pertinent part of that document into EPA's environmental document. EPA will request additional information from the recipient if necessary for EPA to conduct its own environmental analysis.

Each federal agency has its own regulations pertaining to the NEPA environmental review process. Recipients with projects that have undergone an environmental review by another federal agency may submit documents pertaining to another federal agency's analysis for EPA review. EPA will independently review these documents to determine if the proposed actions is substantially the same and if it meets the standards of an adequate EIS, EA, or Categorical Exclusion (CATEX) determination. If so, EPA may adopt the federal EIS, EA, or CATEX

determination, pursuant to [40 CFR 1506.3](#). If EPA is unable to adopt the federal EIS, EA, or CATEX determination, EPA will conduct its own environmental review and incorporate by reference any pertinent part of the agency's environmental document. EPA will request additional information from the recipient if necessary for EPA to conduct its own environmental review. See [Appendix F](#) for additional information on CATEX and EID development.

For design and construction projects for which another federal agency has not completed a NEPA review and projects that CWSRF or DWSRF do not co-fund and/or have not undergone a SERP, recipients will determine whether to request a CATEX from EPA or to prepare and submit an EID in order to proceed with a NEPA review.

Procurement

In general, all procurement transactions for professional engineering services and construction contractors must be conducted in a manner that includes and promotes fair and open competition from an adequate number of qualified sources. [2 CFR 200.320](#) details the specific methods of procurement to be followed and the circumstances under which each method can be used. Recipients and subrecipients must have and use documented procurement procedures, consistent with State, local or tribal laws and regulation as well as Federal laws and regulations in accordance with [2 CFR 200.317 – 2 CFR 200.327](#).

In accordance with [2 CFR 200.325](#), recipients must provide EPA with technical specifications on proposed procurements when requested by EPA, including when pre-award costs are being considered for eligibility. In addition, upon request by EPA's Grants Management Office (GMO) under [2 CFR 200.325](#) or [2 CFR 200.337](#), grantees must provide procurement documents to EPA for pre-procurement review when EPA is concerned that the grantee's procurement procedures or practices do not comply with federal procurement requirements, including but not limited to procurements that do not comply with competition requirements. As provided in [2 CFR 200.332\(d\)](#) and the terms of conditions of their EPA award, pass-through entities are responsible for monitoring subrecipient compliance with procurement requirements in 2 CFR Parts 200 and 1500. EPA's GMO may also request that pass-through entities provide EPA with information regarding subrecipient compliance with these requirements.

Selection of Architects and Engineers (projects inclusive of CWSRF-eligible activities)

Projects consisting of CWSRF-eligible activities, irrespective of whether such projects are co-funded with CWSRF funding, must comply with the procurement processes for architectural and engineering (A/E) services as identified in [40 U.S.C. 1101 et seq.](#), or an equivalent State requirement. Where equivalent State requirements are complied with, the source of the requirement (e.g., existing State legislation or regulation, etc.) must be stated, and the Governor of the State must provide a certification to accompany the grant application that the State's A/E procurement requirements are equivalent to [40 U.S.C. 1101 et seq.](#) In lieu of a certification from the Governor, the Attorney General's certification submitted with each grant application may include the A/E certification.

EPA's Disadvantaged Business Enterprise (DBE) Program

EPA's [DBE Program](#) applies to all EPA Assistance Agreements and requires recipients who procure goods and/or services to: employ the good faith efforts, document their efforts, and maintain DBE forms and other documentation from the prime contractor. EPA grant recipients and subrecipients are required to seek and encouraged to utilize disadvantaged business enterprises (DBEs) for their procurement needs under grant agreements. Recipients and subrecipients must ensure that their contracts contain the following term and condition:

"The contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of [40 CFR Part 33](#) in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the contractor to carry out these requirements is a material breach of this contract which may result in termination of this contract or other legally available remedies."

Other DBE requirements are identified in [40 CFR Part 33](#).

Davis Bacon Act (DBA)

The [DBA](#) requires that all contractors and subcontractors performing construction, alteration, and repair (including painting and decorating) work under federal contracts in excess of \$2,000, pay their laborers and mechanics not less than the prevailing wage and fringe benefits for the geographic location. DBA requirements may be extended to federal financial assistance programs by the terms of other statutes (referred to as Davis Bacon and Related Acts (DBRA)) establishing or funding the programs. The [FY 2022 Appropriations Act](#) provides those federal requirements that would apply to a CWSRF or DWSRF project grant recipient shall apply to a grantee receiving a Community Grant. Consequently, the FY 2022 Appropriations Act extends DBRA provisions applicable to state revolving fund projects to the Community Grants. [Clean Water Act \(CWA\) Sec. 513](#) applies DBA requirements to projects for treatment works. DBA requirements apply to all laborers and mechanics employed by contractors and subcontractors with job duties that are physical and manual in nature including: laborers and mechanics, watchmen or guards (under certain conditions), and working foremen (under certain conditions). The term laborer or mechanic does not include workers whose duties are primarily administrative, executive, or clerical, rather than manual. Requirements only apply to construction at the "site of the work," which has generally been defined as the physical place where the construction occurs. Work conducted off-site is generally not covered. EPA's [Interim Davis-Bacon Act Guidance](#) provides additional information on requirements and compliance.

Build America, Buy America (BABA)

BABA states that: "[N]one of the funds made available for a Federal financial assistance program for infrastructure...may be obligated for a project unless all of the iron, steel, manufactured products, and construction materials used in the project are produced in the United States." Project means any activity related to the construction, alteration, maintenance, or repair of infrastructure in the United States. This law applies to all Federal financial assistance as defined in section [2 CFR 200.1](#), whether funded through the Infrastructure Investment and Jobs

Act (IIJA) or not. New awards made on or after May 14, 2022, must comply with BABA requirements. EPA provides [information and guidance](#) on BABA compliance, implementation, and any applicable waivers. Recipients are required to ensure that procurement plans comply with BABA requirements prior to grants being awarded.

American Iron and Steel (AIS)

The AIS provision requires recipients to use iron and steel products that are produced in the United States for the construction, alteration, maintenance, or repair of a public water system or treatment works. AIS requirements correspond to a subset of BABA requirements, therefore recipients in compliance with BABA are in compliance with AIS. EPA provides [information and guidance](#) on AIS compliance and implementation, any applicable waivers, as well as a step-by-step process for requesting waivers and the circumstances under which waivers may be granted.

Federal Cross-cutting Requirements/Other Applicable Federal Laws

Recipients must comply with Federal cross-cutting requirements as well as other applicable Federal laws. These requirements may include but are not limited to -

- **Environmental Authorities:** Archeological and Historic Preservation Act, Pub. L. 93-291, as amended; Clean Air Act, Pub. L. 95-95, as amended; Clean Water Act, Titles III, IV and V, Pub. L. 92-500, as amended; Coastal Barrier Resources Act, Pub. L. 97-348; Coastal Zone Management Act, Pub. L. 92-583, as amended; Endangered Species Act, Pub. L. 93-205, as amended; Environmental Justice, Executive Order 12898; Flood Plain Management, Executive Order 11988, as amended by Executive Order 12148; Protection of Wetlands, Executive Order 11990, as amended by Executive Order 12608; Farmland Protection Policy Act, Pub. L. 97-98; Fish and Wildlife Coordination Act, Pub. L. 85-624, as amended; Magnuson-Stevens Fishery Conservation and Management Act, Pub. L. 94-265; National Environmental Policy Act, Pub. L. 91-190; National Historic Preservation Act, Pub. L. 89-655, as amended; Safe Drinking Water Act, Pub. L. 93-523, as amended; Wild and Scenic Rivers Act, Pub. L. 90-54, as amended;
- **Economic and Miscellaneous Authorities:** OSHA Worker Health and Safety Standards; Contract Work Hours and Safety Standards Act, Pub. L. 91-54; Debarment and Suspension, Executive Order 12549; Demonstration Cities and Metropolitan Development Act, Pub. L. 89-754, as amended, and Executive Order 12372; Drug-Free Workplace Act, Pub. L. 100-690; Copeland "Anti-kickback" Act, Pub. L. 73-324; Government Neutrality Toward Contractor's Labor Relations, Executive Order 13202, as amended by Executive Order 13208; New Restrictions on Lobbying, Section 319 of Pub. L. 101-121; Prohibitions relating to violations of the Clean Water Act or Clean Air Act with respect to Federal contracts, grants, or loans under Section 306 of the Clean Air Act and Section 508 of the Clean Water Act, and Executive Order 11738; Uniform Relocation and Real Property Acquisition Policies Act, Pub. L. 91-646, as amended;

- **Civil Rights, Nondiscrimination, Equal Employment Opportunity Authorities:** Age Discrimination Act, Pub. L. 94-135; Equal Employment Opportunity, Executive Order 11246; Section 13 of the Clean Water Act, Pub. L. 92-500; Section 504 of the Rehabilitation Act, Pub. L. 93-112, supplemented by Executive Orders 11914 and 11250; Title VI of the Civil Rights Act, Pub. L. 88-352;
 - Under Title VI of the Civil Rights Act. EPA has a responsibility to ensure that federal funds are not being used to subsidize discrimination based on race, color, or national origin. This prohibition against discrimination under Title VI has been a statutory mandate since 1964, and EPA has had Title VI regulations since 1973. EPA's nondiscrimination regulations prohibit recipients of EPA financial assistance from taking actions in their programs or activities that are intentionally discriminatory and/or have a discriminatory effect based on race, color, national origin (including limited English proficiency), age, disability, or sex.

- **Disadvantaged Business Enterprise Authorities:** EPA's FY 1993 Appropriations Act, Pub. L. 102-389; Section 129 of the Small Business Administration Reauthorization and Amendment Act, Pub. L. 100-590; Small, Minority and Women Owned Business Enterprises, Executive Orders 11625, 12138 and 12432.

Regional Contacts

For general questions about the Community Grants Program, or for project specific questions that require the assistance of an EPA Regional Office, contact the [EPA Regional Contact](#).

Appendix A: Statutory Language

The Consolidated Appropriations Act, 2022,⁸ contains the following provision:

Provided, That \$443,639,051 of the funds made available for capitalization grants for the Clean Water State Revolving Funds and \$397,766,044 of the funds made available for capitalization grants for the Drinking Water State Revolving Funds shall be for the construction of drinking water, wastewater, and storm water infrastructure and for water quality protection in accordance with the terms and conditions specified for such grants in the explanatory statement [discussed below] . . . for projects specified for “STAG—Drinking Water SRF”, “STAG—Clean Water SRF”, and “STAG—Drinking Water SRF: Clean Water SRF” in the table titled “Interior and Environment Incorporation of Community Project Funding Items/Congressionally Directed Spending Items” included for this division in the explanatory statement . . . and, for purposes of these grants, each grantee shall contribute not less than 20 percent of the cost of the project unless the grantee is approved for a waiver by the Agency[.]

The aforementioned “explanatory statement⁹” accompanying the Consolidated Appropriations Act, 2022, states:

Community Project Funding Items/Congressionally Directed Spending Items.—From within funds provided for capitalization grants for the Clean Water State Revolving Fund and the Drinking Water State Revolving Fund, the Committees recommend \$443,639,051 from the Clean Water SRF and \$397,766,044 from the Drinking Water SRF be for Community Project Funding/Congressionally Directed Spending grants for the construction of drinking water, waste-water, and storm-water infrastructure and for water quality protection. Each project shall provide not less than 20 percent matching funds from non-Federal sources, unless approved for a waiver. Applicable Federal requirements that would apply to a Clean Water State Revolving Fund or Drinking Water State Revolving Fund project grant recipient shall apply to a grantee receiving a CPF grant under this section. The Committees note that the following funding sources are to be treated as non-Federal funds and can be used to meet the non-Federal matching fund requirement: U.S. Department of Housing and Urban Development, Community Development Block Grant program; U.S. Department of Agriculture, Rural Development Program; and Appalachian Regional Commission grants. Funding made available to jurisdictions through the American Rescue Plan Act of 2021 (P.L. 117–2) are considered Federal funds and may not be applied towards the non-Federal cost share requirement. A detailed list of projects is in the table titled “Interior and Environment Incorporation of Community Project Funding Items/Congressionally Directed Spending Items.”

⁸ P.L. 117-103

⁹ Explanatory Statement for Division G of P.L. 117-103

**Appendix B: List of EPA Congressionally Directed Spending Community Projects
and Funding Levels
(FY 2022 Consolidated Appropriations Act)**

STAG Account	State	Project (Recipient Name and Purpose)	Amount (\$)
<i>The list below is organized by: (1) Community projects funded by the Clean Water SRF, (2) Community projects funded by the Drinking Water SRF, and (3) Community projects funded by both Clean Water SRF and Drinking Water SRF. Projects are arranged alphabetically by state within each category. Note that EPA made grammatical changes to remove extra spaces, hyphens, and periods. The original CDS list should be referred to for technical corrections.</i>			
Community Projects Funded by Clean Water SRF Appropriations (alphabetical by state)			
STAG—Clean Water SRF	AK	The City of Ketchikan for the Tongass Sewer force main rehabilitation project	1,250,000
STAG—Clean Water SRF	AK	City of Ketchikan for Schoebner Culvert Rehabilitation	1,250,000
STAG—Clean Water SRF	AK	City of Kodiak for Wastewater Lift Station and Force Main Replacement	3,250,000
STAG—Clean Water SRF	AK	Kenai Peninsula Borough for Central Peninsula Landfill Leachate Volume Reduction Project	3,360,000
STAG—Clean Water SRF	AK	Municipality of Skagway for Waste Water Treatment Plant Upgrade	10,200,000
STAG—Clean Water SRF	AK	The City and Borough of Juneau for Mendenhall Wastewater Treatment Plant improvements	800,000
STAG—Clean Water SRF	AL	Lowndes County for Septic Tank Installations	700,000
STAG—Clean Water SRF	AZ	Mohave County for Bank Street Channel Stormwater Project	1,000,000
STAG—Clean Water SRF	AZ	Town of Hayden for Sewer Line Replacement	2,000,000
STAG—Clean Water SRF	CA	City of East Palo Alto for O'Connor Stormwater Station improvement	800,000
STAG—Clean Water SRF	CA	City of Madera for Sewer Trunk Main Rehabilitation Project	3,500,000
STAG—Clean Water SRF	CA	City of Maywood for Sewer Improvement Project	1,000,000
STAG—Clean Water SRF	CA	City of Millbrae for Water Recycling Project	800,000
STAG—Clean Water SRF	CA	City of Sacramento for 24th Street In-Line Combined Sewer System (CSS) Storage Pipe project	1,500,000

STAG Account	State	Project (Recipient Name and Purpose)	Amount (\$)
STAG—Clean Water SRF	CA	City of Sacramento for Combined Sewer System Improvement Project	2,000,000
STAG—Clean Water SRF	CA	City of San Juan Bautista for Regional Waste Water Solution Project	1,000,000
STAG—Clean Water SRF	CA	City of San Leandro for Trash Capture Project	1,000,000
STAG—Clean Water SRF	CA	City of Torrance for Torrance Airport Storm Water Basin Project	938,000
STAG—Clean Water SRF	CA	County of Lake/Special Districts for Pipeline Design Project	320,000
STAG—Clean Water SRF	CA	Earlimart Public Utility District for a sewer relief project	1,284,696
STAG—Clean Water SRF	CA	Eastern Municipal Water District for the Quail Valley septic to sewer conversion project	2,500,000
STAG—Clean Water SRF	CA	Monterey One Water for Coral Street Pump Station Electrical Relocation Project	400,000
STAG—Clean Water SRF	CA	Santa Ynez Band of Chumash Indians for Waste Water Treatment Plant improvements	112,340
STAG—Clean Water SRF	CA	The Big Bear Area Regional Wastewater Agency for the Replenish Big Bear Lake recycled water project	960,000
STAG—Clean Water SRF	CA	The City of Adelanto for a wastewater treatment plant tertiary treatment capability project	800,000
STAG—Clean Water SRF	CA	The City of Twentynine Palms for a wastewater treatment facility phase II project	663,224
STAG—Clean Water SRF	CA	The San Bernardino County Department of Public Works for the Desert Knolls Wash Phase III construction channel project	1,932,000
STAG—Clean Water SRF	CA	City of Banning for Wastewater Treatment and Groundwater Protection Project	1,250,000
STAG—Clean Water SRF	CA	The City of Yucaipa for the Wilson III basin project	1,000,000
STAG—Clean Water SRF	CA	Western Municipal Water District for West ern Water Recycling Facility PFAS Treatment and Prevention Project	3,000,000

STAG Account	State	Project (Recipient Name and Purpose)	Amount (\$)
STAG—Clean Water SRF	CO	City of Craig for a Drinking Water and/or Clean Water Project for Water and Wastewater Emergency Generators	1,080,000
STAG—Clean Water SRF	CO	Town of Rico for Central Sewer System Project	2,500,000
STAG—Clean Water SRF	CT	Save the Sound for Dam Removal Project	475,000
STAG—Clean Water SRF	CT	Town of Newtown for Non-impervious Parking in Newtown	480,000
STAG—Clean Water SRF	CT	City of West Haven for Organic Waste and Sludge Disposal	160,000
STAG—Clean Water SRF	CT	Metropolitan District Commission for City of Hartford Waste Treatment Facility Upgrades	2,500,000
STAG—Clean Water SRF	CT	Save the Sound for Distributed Green Infrastructure across the Watersheds of New Haven Harbor	375,000
STAG—Clean Water SRF	CT	Town of Manchester for a Drinking Water and/or Clean Water Project for Water and Sewer Transmission Pipe	1,800,000
STAG—Clean Water SRF	CT	Town of Stonington WPCA for River Road Pumping Station Upgrades	720,000
STAG—Clean Water SRF	DE	City of Seaford for Sewer Line Relocation	1,200,000
STAG—Clean Water SRF	DE	City of Wilmington for South Wilmington Sewer Infrastructure Expansion	4,800,000
STAG—Clean Water SRF	FL	Bay Park Conservancy for an environmental restoration project	2,000,000
STAG—Clean Water SRF	FL	Charlotte County for the Ackerman septic to sewer conversion project	3,200,000
STAG—Clean Water SRF	FL	Cities of Wilton Manors, Oakland Park, and Fort Lauderdale for Oakland Park/Wilton Manors/Fort Lauderdale Middle River Water Quality Improvement Project	900,000
STAG—Clean Water SRF	FL	City of Coral Springs for Stormwater Drainage Infrastructure	400,000
STAG—Clean Water SRF	FL	City of North Miami Beach for Drainage Improvement Project	1,141,038

STAG Account	State	Project (Recipient Name and Purpose)	Amount (\$)
STAG—Clean Water SRF	FL	City of Oviedo for Percolation Pond Decom missioning project	900,000
STAG—Clean Water SRF	FL	City of Sunrise for Storm Water Pump Station Replacement	2,000,000
STAG—Clean Water SRF	FL	City of West Park for a Drainage Improvement Project	400,000
STAG—Clean Water SRF	FL	DeSoto County for a wastewater treatment expansion project	2,000,000
STAG—Clean Water SRF	FL	Hillsborough County for Septic-to-Sewer project	800,000
STAG—Clean Water SRF	FL	Lee County for the Bob Janes Preserve restoration project	720,000
STAG—Clean Water SRF	FL	Leon County for Lake Henrietta Stormwater Facility	1,600,000
STAG—Clean Water SRF	FL	Miami-Dade County for a septic to sewer project	750,000
STAG—Clean Water SRF	FL	Miami-Dade Water and Sewer Department for the Biscayne Bay Water Pump project	1,600,000
STAG—Clean Water SRF	FL	Okeechobee Utility Authority for the Treasure Island wastewater expansion project	1,000,000
STAG—Clean Water SRF	FL	Pinellas County Government for Sanitary Sewer Interceptor at Pinellas Park	700,000
STAG—Clean Water SRF	FL	Seminole County Government for Little Wekiva River Restoration Project	688,000
STAG—Clean Water SRF	FL	The City of Dade City for a wastewater treatment plant relocation and upgrade project	1,750,000
STAG—Clean Water SRF	FL	The City of Sarasota for a wetlands restoration project	2,578,000
STAG—Clean Water SRF	FL	The City of Zephyrhills for the Northside Lift Station and Force Main project	1,500,000
STAG—Clean Water SRF	FL	The Pinellas County Board of County Com missioners for a tidal check valves project	240,000
STAG—Clean Water SRF	FL	The Village of Key Biscayne for the Key Biscayne K-8 Center Elementary School stormwater improvements project	500,000
STAG—Clean Water SRF	FL	The Village of Pinecrest for a stormwater management project	606,000

STAG Account	State	Project (Recipient Name and Purpose)	Amount (\$)
STAG—Clean Water SRF	FL	Town of Davie for Shenandoah Drainage Improvements	1,772,800
STAG—Clean Water SRF	FL	Town of Eatonville for Vereen Lift Station/ Quadrant Rehabilitation	665,000
STAG—Clean Water SRF	GA	Augusta-Richmond County for Rock Creek Basin National Hills Neighborhood Stormwater Project	3,242,000
STAG—Clean Water SRF	GA	Augusta-Richmond County for a Drinking Water and/or Clean Water Project for Sewer and Waterline Replacement	3,888,000
STAG—Clean Water SRF	GA	City of McIntyre and Wilkinson County for Sewer System	6,300,000
STAG—Clean Water SRF	IA	City of Johnston for Sewer Extension Project	1,000,000
STAG—Clean Water SRF	IA	The City of Burlington for a sewer separation project	1,700,000
STAG—Clean Water SRF	IA	The City of Ottumwa for the Blake's Branch sewer project	2,500,000
STAG—Clean Water SRF	IL	City of Elmhurst for Stormwater Improvement Project	2,000,000
STAG—Clean Water SRF	IL	City of Hickory Hills for Sanitary Sewer Improvements	640,000
STAG—Clean Water SRF	IL	Downers Grove Sanitary District for Sanitary Sewer Rehabilitation	1,080,000
STAG—Clean Water SRF	IL	The Galesburg Sanitary District for Anaerobic Digester Upgrades	1,200,000
STAG—Clean Water SRF	IL	Village of Burr Ridge for Stormwater Management Improvements	785,000
STAG—Clean Water SRF	IL	City of Harvey for a Drinking Water and/or Clean Water Project for Central Area Water and Sewer Improvement Project	3,500,000
STAG—Clean Water SRF	IL	City of Peoria for Combined Sewer Overflow Project	450,000
STAG—Clean Water SRF	IL	City of Sesser for Sanitary Sewer Collection System Rehabilitation	750,000
STAG—Clean Water SRF	IL	HeartLands Conservancy for Centreville Cahokia Heights Sewer System Project	1,500,000
STAG—Clean Water SRF	IL	Kishwaukee Water Reclamation District for Malta/Kishwaukee Community College Sanitary Sewer Extension Project	250,000

STAG Account	State	Project (Recipient Name and Purpose)	Amount (\$)
STAG—Clean Water SRF	IL	Lake County Public Works for Des Plaines River Water Reclamation Facility Up grades Project	400,000
STAG—Clean Water SRF	IL	Metropolitan Water Reclamation District of Greater Chicago for Stormwater Project	1,500,000
STAG—Clean Water SRF	IL	Will County for a Drinking Water and/or Clean Water Project for Southeast Joliet Sanitary District Water and Wastewater Upgrading	500,000
STAG—Clean Water SRF	KS	City of Pittsburg for Wastewater Treatment Facility	3,000,000
STAG—Clean Water SRF	KY	Eastern Kentucky PRIDE, Inc. for a septic system project	800,000
STAG—Clean Water SRF	KY	Franklin County Fiscal Court for the Farmdale Sanitation District sewer system project	3,500,000
STAG—Clean Water SRF	KY	Louisville and Jefferson County Metropolitan Sewer District for Park DuValle Community Odor Control Improvements	480,000
STAG—Clean Water SRF	KY	The City of Danville for the Spears Creek Pump Station upgrade	400,000
STAG—Clean Water SRF	KY	The City of Lawrenceburg for a sanitary sewer overflow elimination and sewer extension project	750,000
STAG—Clean Water SRF	LA	The City of Monroe for rehabilitation of a sewer main project	2,000,000
STAG—Clean Water SRF	LA	City of Monroe for Storm Water Drainage Study	500,000
STAG—Clean Water SRF	LA	New Orleans Ernest N. Morial Convention Center for New Gravity Sanitary Sewer and Storm Sewer Project	8,000,000
STAG—Clean Water SRF	MA	Charles River Watershed Association, Inc. for Charles River Flood Model	400,000
STAG—Clean Water SRF	MA	City of Somerville for Poplar Street Pump Station Project	2,500,000
STAG—Clean Water SRF	MA	City of Waltham for Waltham Embassy Parking Lot Project	280,000
STAG—Clean Water SRF	MA	City of Westfield for Water Treatment Plant Building Upgrades	1,000,000

STAG Account	State	Project (Recipient Name and Purpose)	Amount (\$)
STAG—Clean Water SRF	MA	Merrimack River Watershed Council for Merrimack River Hot Spot Detection and Green Infrastructure Solutions	352,000
STAG—Clean Water SRF	MA	Town of Agawam Main Street Sewage Main and Slope Stabilization Project	740,000
STAG—Clean Water SRF	MA	Town of Hull for Pump Station 9 Replacement	2,000,000
STAG—Clean Water SRF	MA	Tyngsborough Sewer Department for Sewer Phase 3 Project	869,000
STAG—Clean Water SRF	MA	Wampanoag Tribe of Gay Head Aquinnah for Administration Building Connection to Wastewater Treatment Plant	800,000
STAG—Clean Water SRF	MD	Montgomery County for Watershed Enhancement Project	500,000
STAG—Clean Water SRF	MD	Montgomery County for Watershed Stormwater Management Enhancements	1,000,000
STAG—Clean Water SRF	MD	Anacostia Watershed Society for Treating and Teaching program	200,000
STAG—Clean Water SRF	MD	Anne Arundel County for Stormwater Management Infrastructure Improvements	2,000,000
STAG—Clean Water SRF	MD	Cecil County for New Wastewater Infrastructure	1,000,000
STAG—Clean Water SRF	MD	City of Hyattsville for Ward 1 Stormwater Project	870,000
STAG—Clean Water SRF	MD	The City of Cambridge for Historic West End Sewer Line Replacements	500,000
STAG—Clean Water SRF	ME	City of Belfast for Sewer Line Replacements	1,000,000
STAG—Clean Water SRF	ME	City of Brewer for Oak Grove Sewer Subsystem Remediation Project	1,103,000
STAG—Clean Water SRF	ME	City of Eastport Wastewater Treatment Department for Middle Street Pump Station Generator Upgrade	120,000
STAG—Clean Water SRF	ME	City of Presque Isle for Echo Lake Septic Tank Effluent Pump System	550,000
STAG—Clean Water SRF	ME	City of Saco for Water Resource Recovery Facility Upgrade	3,930,000

STAG Account	State	Project (Recipient Name and Purpose)	Amount (\$)
STAG—Clean Water SRF	ME	Maine Department of Environmental Protection for Anson Madison Sanitary District Regional PFAS Treatment Facility	1,600,000
STAG—Clean Water SRF	ME	Town of Bridgton for Sewer Main Extensions Project	1,400,000
STAG—Clean Water SRF	ME	Town of Frenchville for Force Main and Pump Station Upgrade	247,000
STAG—Clean Water SRF	ME	Town of Livermore Falls for Wastewater Treatment Facility improvements	1,700,000
STAG—Clean Water SRF	ME	Town of Old Orchard Beach for Wastewater Treatment Facility Upgrades	1,000,000
STAG—Clean Water SRF	ME	Town of Vinalhaven for Downtown Sewer and Water Project	1,410,000
STAG—Clean Water SRF	ME	Town of Winslow for Chaffee Brook Pump Station	1,000,000
STAG—Clean Water SRF	MI	City of Mason for Wastewater Treatment Plant Improvement and Expansion	3,500,000
STAG—Clean Water SRF	MI	Harrison Township for a sanitary sewer project	1,000,000
STAG—Clean Water SRF	MI	Leoni Township for a wastewater treatment plant improvement project	3,500,000
STAG—Clean Water SRF	MI	St. Clair County for the Clay-Ira interceptor project	1,000,000
STAG—Clean Water SRF	MI	The City of Midland for a storm and sanitary sewer improvement project	750,000
STAG—Clean Water SRF	MI	The Macomb Interceptor Drain Drainage District for a segment sewer rehabilitation project	1,000,000
STAG—Clean Water SRF	MI	The Village of Clinton for a septic waste treatment project	185,000
STAG—Clean Water SRF	MI	Tuscarora Township for a septic to sewer expansion and modernization project	3,500,000
STAG—Clean Water SRF	MI	8 1/2 Mile Relief Drain Drainage District for Chapaton Retention Basin In-Storage Expansion	4,500,000
STAG—Clean Water SRF	MI	Great Lakes Water Authority for Detroit River Interceptor Evaluation and Rehabilitation	2,000,000
STAG—Clean Water SRF	MI	Martin Sanitary Diversion Drainage District for Martin Drain In-System Storage Device	1,000,000

STAG Account	State	Project (Recipient Name and Purpose)	Amount (\$)
STAG—Clean Water SRF	MN	City of Shakopee for River Stabilization Project	3,500,000
STAG—Clean Water SRF	MN	City of Two Harbors for a wastewater treatment facility improvements project	3,500,000
STAG—Clean Water SRF	MN	City of Bemidji for Wastewater Treatment Facility Rehabilitation	4,400,000
STAG—Clean Water SRF	MN	City of Rochester for Water Reclamation Plant Upgrade	935,000
STAG—Clean Water SRF	NC	The City of Clinton for a sewer line repair project	68,000
STAG—Clean Water SRF	NC	The City of Dunn for the Black River Waste Water Plant improvement project	1,000,000
STAG—Clean Water SRF	NC	The Town of Benson for a sewer treatment capacity project	1,000,000
STAG—Clean Water SRF	NC	Town of Cary for Swift Creek Stormwater Management and Modeling Program	900,000
STAG—Clean Water SRF	NC	Town of Hookerton for Waste Water Treatment Plant Lagoon and Sewer Collection System Improvements	1,897,001
STAG—Clean Water SRF	NE	The Sarpy County Wastewater Agency for the Springfield Creek sewer project	3,500,000
STAG—Clean Water SRF	NH	Town of Exeter for Exeter Squamscott River Sewer Siphons	600,000
STAG—Clean Water SRF	NH	City of Rochester for Septic Receiving Facility Upgrades	900,000
STAG—Clean Water SRF	NH	Conway Village Fire District for Sewer Main Rehabilitation	1,000,000
STAG—Clean Water SRF	NH	Keene, NH for Sewer Force Main Inspection and Rehabilitation	325,000
STAG—Clean Water SRF	NH	Town of Exeter for Webster Avenue Pump Station Rehabilitation Project	1,050,000
STAG—Clean Water SRF	NH	Town of Greenville for Wastewater Treatment Plant Chemical Feed Building	750,000
STAG—Clean Water SRF	NH	Town of Newport for Renovation of Wastewater Treatment Plant	1,936,000
STAG—Clean Water SRF	NJ	Borough of Saddle River for Sewer Main Construction Project	1,105,166

STAG Account	State	Project (Recipient Name and Purpose)	Amount (\$)
STAG—Clean Water SRF	NJ	City of New Brunswick for Sewer Replacement Project	760,000
STAG—Clean Water SRF	NJ	Township of Saddle Brook for Sewage Rehabilitation and Improvements	1,393,682
STAG—Clean Water SRF	NJ	Borough of Paramus for Prospect Avenue Sewer Pump Station Project	250,000
STAG—Clean Water SRF	NJ	Borough of Prospect Park for Main Sewer Line Repair Project	223,000
STAG—Clean Water SRF	NJ	Borough of Sussex for Sewer Force Main Repair	1,000,000
STAG—Clean Water SRF	NJ	Borough of Wharton for Sanitary Sewer System Rehabilitation	398,000
STAG—Clean Water SRF	NJ	City of Hackensack for Clay Street Combined Sewer Separation Project	1,000,000
STAG—Clean Water SRF	NJ	City of Hammonton for Sanitary Sewer System Study and Rehabilitation	395,000
STAG—Clean Water SRF	NJ	Sparta Township for Wastewater Treatment Project	250,000
STAG—Clean Water SRF	NJ	Township of Berkeley Heights for West Side Drainage Project	500,000
STAG—Clean Water SRF	NJ	Willingboro Municipal Utilities Authority for Water Treatment Plant Microgrid	600,000
STAG—Clean Water SRF	NV	The City of Carson City for a sewer extension project	1,000,000
STAG—Clean Water SRF	NV	Boulder City for Wastewater Treatment Plant Upgrade	1,000,000
STAG—Clean Water SRF	NV	City of Ely for Central Ely Sewer Upgrade	3,300,000
STAG—Clean Water SRF	NV	The City of Reno for the McCloud Area sewer conversion project	1,000,000
STAG—Clean Water SRF	NV	The City of Sparks for Truckee Meadows Water Reclamation Facility upgrades	3,000,000
STAG—Clean Water SRF	NV	Truckee Meadows Water Authority for Reno-Stead One Water Nevada Purification Facility	3,000,000
STAG—Clean Water SRF	NY	City of Newburgh for North Interceptor Sewer Project	3,120,000
STAG—Clean Water SRF	NY	County of Putnam for Riparian and Watershed Ecological Restoration Project	3,500,000

STAG Account	State	Project (Recipient Name and Purpose)	Amount (\$)
STAG—Clean Water SRF	NY	Save the Sound for Little Neck Bay Stormwater Management	600,000
STAG—Clean Water SRF	NY	The City of Corning for a wastewater treatment plant improvement project	480,000
STAG—Clean Water SRF	NY	The Incorporated Village of Patchogue for a wastewater treatment facility expansion project	3,500,000
STAG—Clean Water SRF	NY	The Town of Cherry Creek wastewater collection project	2,000,000
STAG—Clean Water SRF	NY	The Town of Prattsburgh for a wastewater service project	398,700
STAG—Clean Water SRF	NY	The Town of Seneca Falls for a pump station and force main wastewater collection project	1,966,000
STAG—Clean Water SRF	NY	The Village of Portville for a sanitary sewer improvements project	3,500,000
STAG—Clean Water SRF	NY	Town of Clarkstown for Storm Water Management Improvements	1,000,000
STAG—Clean Water SRF	NY	Town of Rotterdam for Wastewater Treatment Plant Improvements Project	960,000
STAG—Clean Water SRF	NY	Town of Yorktown for Hallocks Mill Sewer Extension Project	1,200,000
STAG—Clean Water SRF	NY	Village of Kiryas Joel Wastewater Treatment Plant for Wastewater Treatment Plant Components Modernization Project	2,000,000
STAG—Clean Water SRF	NY	Village of Sea Cliff and Hempstead Harbor Protection Committee for North Shore Shellfish Seeding	300,000
STAG—Clean Water SRF	NY	City of Mount Vernon for City of Mount Vernon DPW Sewer Planning Project	1,500,000
STAG—Clean Water SRF	NY	Incorporated Village of Hempstead for Sewer System Improvements	2,000,000
STAG—Clean Water SRF	OH	The City of Chillicothe for a wastewater treatment plant project	3,500,000
STAG—Clean Water SRF	OH	The City of Fairview Park for sewer remediation and environmental improvements	3,500,000

STAG Account	State	Project (Recipient Name and Purpose)	Amount (\$)
STAG—Clean Water SRF	OH	The City of Parma for Valley Villas, York, and State Roads sewer improvements	1,968,000
STAG—Clean Water SRF	OH	The City of Rocky River for the Buckingham Road, Argyle Oval, and Arundel Road sewer replacement project	2,520,000
STAG—Clean Water SRF	OH	The City of Strongsville for the Prospect Road storm sewer project	1,600,000
STAG—Clean Water SRF	OH	The City of Willoughby for the Willoughby-Eastlake Water Pollution Control Center Lakeshore East Equalization Basin project	3,500,000
STAG—Clean Water SRF	OH	The Geauga County Board of Commissioners for McFarland Wastewater Treatment Plant renovation and up grades	800,000
STAG—Clean Water SRF	OH	The Village of Chagrin Falls for a wastewater treatment plant infrastructure re habilitation project	3,500,000
STAG—Clean Water SRF	OH	The Village of Grover Hill for a wastewater collections system project	400,000
STAG—Clean Water SRF	OH	Village of Lowellville for Wastewater Improvements	549,600
STAG—Clean Water SRF	OH	Northeast Ohio Regional Sewer District for Brookside Culvert Repair Project	2,000,000
STAG—Clean Water SRF	OH	Northeast Ohio Regional Sewer District for Upper Ridgewood Stormwater Detention Basin Improvement Project	1,000,000
STAG—Clean Water SRF	OH	Village of Tuscarawas for Wastewater Treatment Plant Improvements	500,000
STAG—Clean Water SRF	OK	Davis Municipal Authority for Wastewater Treatment Plant Improvements	1,000,000
STAG—Clean Water SRF	OK	Oklahoma City Water Utilities Trust for Wastewater Treatment Plant Upgrades	5,000,000
STAG—Clean Water SRF	OK	Stillwater Utilities Authority for City of Stillwater Wastewater Project	5,000,000
STAG—Clean Water SRF	OR	Port of Brookings Harbor for Wastewater Treatment Plant	3,500,000

STAG Account	State	Project (Recipient Name and Purpose)	Amount (\$)
STAG—Clean Water SRF	OR	City of Albany for Composting System Expansion at the Albany-Millsburg Water Reclamation	1,500,000
STAG—Clean Water SRF	OR	City of Dufur for Wastewater Treatment Expansion Project	1,000,000
STAG—Clean Water SRF	OR	City of Hood River for Phase IV Waterfront Stormwater Line Relocation	575,000
STAG—Clean Water SRF	OR	City of Newberg for Emergency Wastewater Treatment Plant	500,000
STAG—Clean Water SRF	OR	City of North Bend for Storm and Sanitary Infrastructure Replacement and Up grades	1,340,000
STAG—Clean Water SRF	OR	City of Prineville for a Drinking Water and/ or Clean Water Project for Water and Wastewater Services Extension	1,500,000
STAG—Clean Water SRF	OR	City of Sandy for Sewer Pipe Improvements	1,000,000
STAG—Clean Water SRF	OR	Klamath County for Upper Klamath Lake Water Reuse Equipment	2,000,000
STAG—Clean Water SRF	OR	North Unit Irrigation District for Jefferson County Main Canal Lining Project	555,000
STAG—Clean Water SRF	OR	Port of Toledo for Sewer Connection Expansion Project	1,958,000
STAG—Clean Water SRF	OR	Rogue River Valley and Medford Irrigation District for Joint System Piping, Phase I	5,000,000
STAG—Clean Water SRF	PA	Cranberry Township for a sanitary sewer system project	960,000
STAG—Clean Water SRF	PA	The City of Corry for a wastewater treatment plant project	400,000
STAG—Clean Water SRF	PA	Wyoming Valley Sanitary Authority for Stream Restorations and Stormwater Basin Retrofit	3,500,000
STAG—Clean Water SRF	PA	Cecil Township Municipal Authority for Village of Lawrence Sewage Facilities Project	1,000,000
STAG—Clean Water SRF	PA	Mid-Cameron Authority for Cameron County Interceptor Line Replacement	376,000
STAG—Clean Water SRF	RI	City of Warwick Sewer Authority for Supervisory Control and Data Acquisition System	1,500,000

STAG Account	State	Project (Recipient Name and Purpose)	Amount (\$)
STAG—Clean Water SRF	RI	Town of North Providence for Stormwater Improvements	375,000
STAG—Clean Water SRF	SC	City of Aiken for Northside Gravity Sewer Expansion	2,500,000
STAG—Clean Water SRF	TX	City of Austin for a Wastewater and Stormwater Infrastructure Project	1,000,000
STAG—Clean Water SRF	TX	City of Buda for South Loop 4 Wastewater Extension Project	1,636,364
STAG—Clean Water SRF	TX	City of Wilmer for Force Main Replacement Project	2,226,000
STAG—Clean Water SRF	TX	Harris County Flood Control District for the Kingwood Diversion Channel improvement project	1,600,000
STAG—Clean Water SRF	TX	Harris County Flood Control District for the Taylor Gully stormwater channel improvement project	1,600,000
STAG—Clean Water SRF	TX	Harris County for the Forest Manor drain age improvement project	1,673,600
STAG—Clean Water SRF	TX	Memorial City Redevelopment Authority for a detention basin improvement project	3,394,000
STAG—Clean Water SRF	TX	The City of Waco for the Flat Creek water reuse project	1,700,000
STAG—Clean Water SRF	UT	The Town of Manila for a sewage system project	3,500,000
STAG—Clean Water SRF	VA	City of Falls Church for Lincoln Avenue Stormwater Project	400,000
STAG—Clean Water SRF	VA	City of Petersburg for Sewer Service Area Infrastructure Upgrades	2,432,000
STAG—Clean Water SRF	VA	City of Norfolk for a Drinking Water and/or Clean Water Project for River Oaks Pump Station Replacement	2,500,000
STAG—Clean Water SRF	VA	City of Norfolk for a Drinking Water and/or Clean Water Project for West Ocean View Pump Station	2,300,000
STAG—Clean Water SRF	VA	City of Williamsburg for Walnut Hills Stormwater Abatement and Streambank Stabilization project	422,000
STAG—Clean Water SRF	VI	Virgin Islands Waste Management Authority for Residential Collection Sewers Re placement	960,000
STAG—Clean Water SRF	VI	Virgin Islands Waste Management Authority for Wastewater Treatment Facilities Upgrade	1,120,000

STAG Account	State	Project (Recipient Name and Purpose)	Amount (\$)
STAG—Clean Water SRF	VI	Virgin Islands Waste Management Authority for Water Security Infrastructure Up grades	1,200,000
STAG—Clean Water SRF	VT	Addison County Community Trust for Wastewater Infrastructure Improvements	500,000
STAG—Clean Water SRF	VT	City of Vergennes for Wastewater Upgrade	3,000,000
STAG—Clean Water SRF	VT	Milton Mobile Home Community, Inc. for a Drinking Water and/or Clean Water Project for Mobile Home Community Water and Sewer Project	841,000
STAG—Clean Water SRF	VT	City of Barre for City of Barre North End Wastewater Pump Station	143,000
STAG—Clean Water SRF	VT	Town of Bethel for a Drinking Water and/or Clean Water Project for Water and Stormwater Infrastructure Upgrade	600,000
STAG—Clean Water SRF	VT	Town of Montgomery for Wastewater Infra structure Construction Project	2,800,000
STAG—Clean Water SRF	WA	City of Ellensburg for Renewable Natural Gas Conversion and Methane Gas Recovery at the Wastewater Treatment Facility	840,000
STAG—Clean Water SRF	WA	City of North Bend for Snoqualmie Valley Trail Channel Widening and Wetland Creation/Enhancement	225,000
STAG—Clean Water SRF	WA	The City of College Place for a wastewater treatment project	3,500,000
STAG—Clean Water SRF	WA	The Stevens Public Utility District #1 for a septage reuse project	1,680,000
STAG—Clean Water SRF	WA	City of Stevenson for Wastewater Treatment Plant Upgrades	2,500,000
STAG—Clean Water SRF	WA	City of Sultan for Wastewater Plant Up grade	2,000,000
STAG—Clean Water SRF	WA	Clark Regional Wastewater District for Curtain Creek Septic Elimination Pro gram	800,000
STAG—Clean Water SRF	WA	Port Hadlock for Wastewater Facility	2,500,000
STAG—Clean Water SRF	WA	Town of Malden for a sewer system project	3,500,000
STAG—Clean Water SRF	WI	City of River Falls for West Central Wisconsin Biosolids Facility Improvements	1,600,000

STAG Account	State	Project (Recipient Name and Purpose)	Amount (\$)
STAG—Clean Water SRF	WI	City of Fitchburg for Stormwater Management Project	848,000
STAG—Clean Water SRF	WV	The City of Moundsville for a main sewer line evaluation project	100,000
STAG—Clean Water SRF	WV	City of Follansbee for Wastewater System Improvements Project	10,269,000
STAG—Clean Water SRF	WV	City of Grafton for Wastewater Systems Improvement Project	3,000,000
STAG—Clean Water SRF	WV	City of Nitro for Stormwater and Sewer Upgrade Project	2,888,000
STAG—Clean Water SRF	WV	City of Parsons for Sanitary Sewer System Compliance	1,600,000
STAG—Clean Water SRF	WV	City of Ravenswood for Pump Station Improvements	2,000,000
STAG—Clean Water SRF	WV	City of Ripley for Wastewater Treatment Plant Improvements	3,000,000
STAG—Clean Water SRF	WV	DigDeep Right to Water Project for a sanitary septic and sewerage service project	495,840
STAG—Clean Water SRF	WV	Parkersburg Utility Board for Marrtown Road Sewer Improvements	2,500,000
STAG—Clean Water SRF	WV	Salt Rock Sewer Public Service District for Phase II Pump Station Upgrade Project	1,416,000
STAG—Clean Water SRF	WV	Southern Jackson County Public Service District for Wastewater Treatment System Upgrade	2,158,000
STAG—Clean Water SRF	WV	Town of Burnsville for Wastewater Collection System Rehabilitation Project	669,000
STAG—Clean Water SRF	WV	Town of Marmet for Sanitary/Storm Separation Project: Maryland Ave. Overflow Abatement	860,000
STAG—Clean Water SRF	WV	Town of Oceana for Wastewater Collection System Upgrades	1,444,000
STAG—Clean Water SRF	WV	Town of Rowlesburg for Sanitary Sewer System Upgrade	7,578,000
Community Projects Funded with Drinking Water SRF Appropriations (alphabetical by state)			
STAG—Drinking Water SRF	AK	City and Borough of Wrangell for Supply Connector to Treatment Plant	2,080,000

STAG Account	State	Project (Recipient Name and Purpose)	Amount (\$)
STAG—Drinking Water SRF	AK	City of King Cove for Delta Creek Water Well Field Expansion	5,200,000
STAG—Drinking Water SRF	AL	City of Marion for Source Water Rehabilitation Project	480,000
STAG—Drinking Water SRF	AZ	City of Chandler for Advanced Metering Infrastructure	990,000
STAG—Drinking Water SRF	AZ	City of Glendale for Water Supply Inter-Connection Upgrades	2,000,000
STAG—Drinking Water SRF	CA	Adventist Health St. Helena Hospital for Napa County Deer Park/St. Helena Water System improvements	1,840,000
STAG—Drinking Water SRF	CA	Cambria Community Services District for Water Tanks project	375,000
STAG—Drinking Water SRF	CA	Citrus Heights Water District for Ground water Production Well	585,000
STAG—Drinking Water SRF	CA	City of Dos Palos for Water Plant Clarifier Replacement and Repair	279,664
STAG—Drinking Water SRF	CA	City of Downey for Well Remediation Project	1,000,000
STAG—Drinking Water SRF	CA	City of Gustine for Water Loop Line Completion Project	950,000
STAG—Drinking Water SRF	CA	City of Lomita for Lomita Water System Improvements Project	940,000
STAG—Drinking Water SRF	CA	City of Oxnard for a Water Transmission Line	500,000
STAG—Drinking Water SRF	CA	City of Poway for Clearwell Bypass System Project	1,000,000
STAG—Drinking Water SRF	CA	City of San Buenaventura (Ventura Water) for a State Water Interconnection Project	2,840,000
STAG—Drinking Water SRF	CA	City of Santa Cruz for Water Meter Upgrade Program	1,000,000
STAG—Drinking Water SRF	CA	City of Thousand Oaks for a Water Reuse Project	1,500,000
STAG—Drinking Water SRF	CA	Coachella Valley Water District for Water Transmission Project	2,700,000
STAG—Drinking Water SRF	CA	Earlimart Public Utility District for a well treatment improvement project	1,756,416
STAG—Drinking Water SRF	CA	East Bay Municipal Utility District for Upper San Leandro Drinking Water Treatment Plant upgrades	3,500,000

STAG Account	State	Project (Recipient Name and Purpose)	Amount (\$)
STAG—Drinking Water SRF	CA	Eastern Municipal Water District for Mead Valley Water Booster Station Replacement Project	1,000,000
STAG—Drinking Water SRF	CA	Elsinore Valley Municipal Water District for the Canyon Lake Water Treatment Plant improvement project	780,000
STAG—Drinking Water SRF	CA	Ironhouse Sanitary District for Recycled Water Project	3,000,000
STAG—Drinking Water SRF	CA	Pico Rivera Water Authority for PFAS Groundwater Treatment Project	2,500,000
STAG—Drinking Water SRF	CA	West Valley Water District for Bloomington Alleyway Pipeline Project	2,000,000
STAG—Drinking Water SRF	CA	City of Gustine for Tank and Booster Pump Station Improvements	3,000,000
STAG—Drinking Water SRF	CA	City of Sacramento for Fairbairn Ground water Well	1,700,000
STAG—Drinking Water SRF	CA	South Coast Water District for Doheny De salination Slant Well Project	2,400,000
STAG—Drinking Water SRF	CO	Town of Dove Creek for Big Canyon Water Line	1,760,000
STAG—Drinking Water SRF	CO	Town of Hotchkiss for Water Treatment Plant Upgrade	91,000
STAG—Drinking Water SRF	CO	Town of La Veta for Water Treatment Plant	600,000
STAG—Drinking Water SRF	CO	Town of Minturn for Water Tank Replacement Project	1,000,000
STAG—Drinking Water SRF	CO	Town of Walden for Water System Old Valve Replacement	90,000
STAG—Drinking Water SRF	CT	Town of Durham for Public Water Supply Expansion	3,412,455
STAG—Drinking Water SRF	CT	South Central Connecticut Regional Water Authority for Lake Saltonstall Water Treatment Plant Electrical Upgrades Projects	2,000,000
STAG—Drinking Water SRF	CT	Town of Bethel Public Utilities Department for Bergstrom Well Treatment Facility	1,600,000
STAG—Drinking Water SRF	CT	Town of Bethel Public Utilities Department for Supervisory Control and Data Acquisition System	640,000
STAG—Drinking Water SRF	FL	City of Apopka for Northwest Water Production Plant New Water Storage Tank	1,500,000

STAG Account	State	Project (Recipient Name and Purpose)	Amount (\$)
STAG—Drinking Water SRF	FL	City of Dania Beach for Water Utility Upgrade and Improvement Project	1,500,000
STAG—Drinking Water SRF	FL	Miami-Dade County for a drinking water mains extension project	1,000,000
STAG—Drinking Water SRF	FL	Miami-Dade County for a drinking water project	2,000,000
STAG—Drinking Water SRF	FL	Sarasota County for extension of a portable transmission main project	1,000,000
STAG—Drinking Water SRF	FL	The City of West Miami for a potable water main improvements project	3,000,000
STAG—Drinking Water SRF	GA	City of East Point for Water Treatment Plant Renovations	1,600,000
STAG—Drinking Water SRF	IA	Creston City Water Works for water intake Project	600,000
STAG—Drinking Water SRF	IL	The City of Assumption for water system and treatment plant improvements	1,965,040
STAG—Drinking Water SRF	IL	The City of Carrollton for a water treatment plant project	1,975,000
STAG—Drinking Water SRF	IL	The City of Farmer City for a water plant sand filter rehabilitation project	197,619
STAG—Drinking Water SRF	IL	The City of Nokomis for a drinking water treatment plant system improvement project	480,000
STAG—Drinking Water SRF	IL	The City of Rushville for drinking water system improvements	1,700,000
STAG—Drinking Water SRF	IL	The Village of Blue Mound for water system improvements and a water tower rehabilitation project	320,000
STAG—Drinking Water SRF	IL	Village of Pingree Grove for Water Treatment Expansion	3,500,000
STAG—Drinking Water SRF	IL	Village of Richmond for Water Tower Rehabilitation	560,800
STAG—Drinking Water SRF	IL	City of Joliet for Water Main Replacements and Alternative Water Source Program project	3,500,000
STAG—Drinking Water SRF	IL	City of Metropolis for Metropolis Water Treatment Plant Filter Rehabilitation Project	400,000
STAG—Drinking Water SRF	IL	City of Monmouth for West Harlem Avenue Water Main Replacement Project	500,000

STAG Account	State	Project (Recipient Name and Purpose)	Amount (\$)
STAG—Drinking Water SRF	IL	City of North Chicago for Lead Service Line and Water Main Replacement	500,000
STAG—Drinking Water SRF	KY	The City of Lancaster for a drinking water treatment plant project	400,000
STAG—Drinking Water SRF	KY	The Hyden-Leslie County Water District for a water system improvement project	1,392,960
STAG—Drinking Water SRF	MA	City of Malden for Lead Line Replacement Program	3,360,000
STAG—Drinking Water SRF	MA	Norton Water & Sewer Department for Source Water Well Replacement Project	1,475,000
STAG -Drinking Water SRF	MA	Town of Hopedale for Water Supply And Storage Enhancement Project	2,000,000
STAG—Drinking Water SRF	MA	Town of Medway for Central Water Treatment Facility Improvements	2,750,000
STAG—Drinking Water SRF	MA	Town of Plainville for Water System Capacity Expansion Project	1,500,000
STAG-- Drinking Water SRF	MA	Town of Ipswich for Town Hill Water Storage Tank Replacement	3,280,000
STAG—Drinking Water SRF	MA	Town of Sturbridge for Water Main Improvements	1,085,000
STAG--Drinking Water SRF	MD	City of Bowie for Replacement of Tuberculated Pipes	2,000,000
STAG—Drinking Water SRF	MD	The Board of Garrett County Commissioners for Gorman Waterline Rehabilitation Project	700,000
STAG—Drinking Water SRF	MD	Town of Boonsboro for Drinking Water Reservoir Replacement	1,000,000
STAG—Drinking Water SRF	ME	Town of Berwick for Water Utilities Up grade	2,800,000
STAG—Drinking Water SRF	MI	Charter Township of Shelby for a water reservoir project	1,000,000
STAG—Drinking Water SRF	MI	City of Pleasant Ridge for Kensington Water Main and Lead Service Line Re placement Project	650,000
STAG- Drinking Water SRF	MI	Oakland County for Royal Oak Township Water System Improvements	800,000
STAG—Drinking Water SRF	MI	The City of Croswell for a drinking water quality improvement project	1,000,000

STAG Account	State	Project (Recipient Name and Purpose)	Amount (\$)
STAG—Drinking Water SRF	MI	The City of Jackson for the Pearl Loop North Branch water transmission main project	1,760,000
STAG—Drinking Water SRF	MI	The City of Kalamazoo for a lead water service line replacement project	1,000,000
STAG—Drinking Water SRF	MI	Village of Fowlerville for Water Treatment Plant Improvements	3,500,000
STAG—Drinking Water SRF	MI	Village of Milford for Water System Improvements Project	2,000,000
STAG—Drinking Water SRF	MI	City of St. Clair for Water Treatment Plant Improvements	970,000
STAG—Drinking Water SRF	MI	Oakland County for Pontiac Water System Improvements	800,000
STAG—Drinking Water SRF	MN	City of Aurora for East Mesabi Water Treatment Project	2,500,000
STAG—Drinking Water SRF	MN	City of Ely for Water Supply Improvements for School Campus	245,000
STAG—Drinking Water SRF	MN	City of Zumbrota for Water Main Loop	560,000
STAG—Drinking Water SRF	MO	City of Slater for Well Field Protection Project	147,000
STAG—Drinking Water SRF	MO	City Utilities of Springfield for a raw water main construction project	3,500,000
STAG—Drinking Water SRF	MS	The City of Gautier for a water treatment project	2,770,000
STAG—Drinking Water SRF	MS	City of Jackson for Water and Distribution System Improvements	4,000,000
STAG—Drinking Water SRF	MS	The Mississippi Band of Choctaw Indians for the Bogue Homa water system project	2,000,000
STAG—Drinking Water SRF	NC	City of Henderson for Kerr Lake Regional Water System Upgrade and Expansion Project	3,500,000
STAG—Drinking Water SRF	NC	Martin County for Water Regionalization Project	3,437,000
STAG—Drinking Water SRF	NC	Town of Pittsboro for Water Treatment Plant Infrastructure Upgrades	2,208,800
STAG—Drinking Water SRF	NH	City of Portsmouth for Little Bay Waterline Replacement	600,000
STAG—Drinking Water SRF	NH	Town of Peterborough for Water Main Relocation	277,804

STAG Account	State	Project (Recipient Name and Purpose)	Amount (\$)
STAG—Drinking Water SRF	NH	Town and Village of Canaan for Leaded Water Line Replacement and River Crossing Protection	1,470,000
STAG—Drinking Water SRF	NJ	Hopatcong Borough for PFAS-related Water System Upgrades	800,000
STAG—Drinking Water SRF	NJ	Milford Borough for Water Main Improvements	360,000
STAG—Drinking Water SRF	NJ	The Village of Ridgewood for Drinking Water Treatment Facilities Construction	2,800,000
STAG—Drinking Water SRF	NJ	Town of Clinton for the West Main Street Water Main Replacement	898,257
STAG—Drinking Water SRF	NJ	Borough of East Newark for Drinking Water System Improvements	338,000
STAG—Drinking Water SRF	NJ	Borough of Red Bank for Lead Pipe Removal and Replacement Project	250,000
STAG—Drinking Water SRF	NJ	Borough of Rocky Hill for PFOS Treatment and Other Water Improvements	1,667,000
STAG—Drinking Water SRF	NJ	Borough of Stanhope for Water Main Re placements	677,000
STAG—Drinking Water SRF	NJ	Borough of Sussex for Water Utility Improvement Project	100,000
STAG—Drinking Water SRF	NJ	City of Newark for Water Loss Monitoring Program	492,000
STAG—Drinking Water SRF	NJ	Township of Bloomfield for Lead Service Line Replacement Program	255,000
STAG—Drinking Water SRF	NM	Town of Silver City for Grant County Regional Water Project Update	200,000
STAG—Drinking Water SRF	NV	Churchill County for a water treatment plant project	300,000
STAG—Drinking Water SRF	NV	City of Fallon for Churchill County Rattle snake Hill Water Tank Upgrade	1,995,000
STAG—Drinking Water SRF	NV	The City of Carson City for the Quill Water Treatment Plant filtration upgrade project	2,000,000
STAG—Drinking Water SRF	NY	City of Glen Cove for Rehabilitation of the Nancy Court Pump Station	1,000,000
STAG—Drinking Water SRF	NY	City of Long Beach for Sand Filter Rehabilitation Project	1,000,000

STAG Account	State	Project (Recipient Name and Purpose)	Amount (\$)
STAG—Drinking Water SRF	NY	City of Mechanicville for Water Reliability Project	800,000
STAG—Drinking Water SRF	NY	City of Middletown for Water System Improvements Project	3,500,000
STAG—Drinking Water SRF	NY	Herkimer County for the Eastern Mohawk Valley Regional transmission main project	500,000
STAG—Drinking Water SRF	NY	Suffolk County Water Authority for a drinking water project	3,500,000
STAG—Drinking Water SRF	NY	The Town of Babylon for the Oak Beach Water System project	1,000,000
STAG—Drinking Water SRF	NY	The Town of Riverhead for a drinking water project	3,500,000
STAG—Drinking Water SRF	NY	The Town of Vernon for the Vernon Central water project	3,000,000
STAG—Drinking Water SRF	NY	The Village of Aurora for replacement of aging water infrastructure	160,000
STAG—Drinking Water SRF	NY	The Village of Dundee for the water tank replacement and control system enhancements project	640,000
STAG—Drinking Water SRF	NY	The Village of Frankfort for a water system improvements project	3,000,000
STAG—Drinking Water SRF	NY	The Village of Marathon for a water river crossing project	600,000
STAG—Drinking Water SRF	NY	Town of Lewisboro for Oakridge Water District PFAS Mitigation	1,800,000
STAG—Drinking Water SRF	NY	City of Cohoes for Drinking Water Treatment Plant Rehabilitation Project	2,500,000
STAG—Drinking Water SRF	NY	The Village of Mayville for a water well replacement project	2,000,000
STAG—Drinking Water SRF	NY	Town of Volney for Portable Water System Installation	280,000
STAG—Drinking Water SRF	NY	Village of Hempstead for Water Improvements Project	3,200,000
STAG—Drinking Water SRF	OH	The City of Munroe Falls for a waterline crossing project	1,040,000
STAG—Drinking Water SRF	OH	The City of Painesville for the Shamrock/ Brookstone waterline extension and capacity project	570,000

STAG Account	State	Project (Recipient Name and Purpose)	Amount (\$)
STAG—Drinking Water SRF	OH	The City of Portsmouth for water treatment plant repairs and updates	3,500,000
STAG—Drinking Water SRF	OH	The City of Rittman for a water transmission line project	2,628,000
STAG—Drinking Water SRF	OH	The Village of Georgetown for a water tower rehabilitation project	450,000
STAG—Drinking Water SRF	OH	Village of Midvale for Water Treatment Plant Filtration Improvement Project	1,000,000
STAG—Drinking Water SRF	OH	Village of Scio for Waterline and Household Lead Line Replacement	300,000
STAG—Drinking Water SRF	OK	Cherokee County Rural Water District #1 for Drinking Water Project	5,000,000
STAG—Drinking Water SRF	OK	Edmond Public Works Authority for City of Edmond Drinking Water Improvements	5,000,000
STAG—Drinking Water SRF	OK	McAlester Public Works Authority for City of McAlester Drinking Water System Improvements	5,000,000
STAG—Drinking Water SRF	OK	Okarche Public Works Authority for Drinking Water Treatment Plant Project	2,000,000
STAG—Drinking Water SRF	OK	Stillwater Utilities Authority for City of Stillwater Drinking Water Project	5,000,000
STAG—Drinking Water SRF	OK	Welch Public Works Authority for Town of Welch Drinking Water Improvements	300,000
STAG—Drinking Water SRF	OK	Wewoka Public Works Authority for Drinking Water Improvements	5,000,000
STAG—Drinking Water SRF	OR	City of Hillsboro for Water Supply System Construction	1,000,000
STAG—Drinking Water SRF	OR	City of Echo for Potable Water System Service Replacement	450,000
STAG—Drinking Water SRF	OR	City of Haines for Water Supply and Distribution Project	1,015,000
STAG—Drinking Water SRF	OR	City of Warrenton for Hammond Waterline Project	1,000,000
STAG—Drinking Water SRF	OR	City of Willamina for Water Intake Repair	2,000,000
STAG—Drinking Water SRF	OR	City of Yamhill for Treatment Plant Project	192,000

STAG Account	State	Project (Recipient Name and Purpose)	Amount (\$)
STAG—Drinking Water SRF	OR	Mapleton Water District for Distribution and Meter Project	800,000
STAG—Drinking Water SRF	PA	Center Township Water Authority for Center Grange Road Waterline Replacement	999,999
STAG—Drinking Water SRF	PA	Creswell Heights Joint Authority for Filter Media Material Upgrades	400,000
STAG—Drinking Water SRF	PA	Municipal Authority Borough of Midland for Water Treatment Plant Improvements	80,000
STAG—Drinking Water SRF	PA	The Avella Area School District for a water line extension project	500,000
STAG—Drinking Water SRF	PA	Southwestern Pennsylvania Water Authority for Brave Water and Sewer Authority System Extension	2,200,000
STAG—Drinking Water SRF	RI	City of Newport for Narragansett Avenue Water Main Rehabilitation	1,520,000
STAG—Drinking Water SRF	RI	City of Warwick for Lincoln Avenue Transmission Line Rehabilitation	3,200,000
STAG—Drinking Water SRF	RI	City of Woonsocket for Lead Line Removal	775,000
STAG—Drinking Water SRF	RI	Greenville Water District for Water Line Extension	325,000
STAG—Drinking Water SRF	RI	Providence Water Supply Board for Water Lead Service Replacements	3,300,000
STAG—Drinking Water SRF	RI	Prudence Island Water District for System Improvement	1,350,000
STAG—Drinking Water SRF	RI	Town of North Smithfield Water Department for St. Paul Street Water Line Project	1,175,000
STAG—Drinking Water SRF	SC	City of Rock Hill for Water Plant Alum Sludge Dewatering Facility	8,000,000
STAG—Drinking Water SRF	TN	Glen Hills Utility District for an updated drinking water infrastructure project in Greeneville	996,160
STAG—Drinking Water SRF	TN	The City of Oak Ridge for a water treatment plant project	3,500,000
STAG—Drinking Water SRF	TX	City of Alamo for Water Treatment Plant Rehabilitation and Expansion	3,500,000
STAG—Drinking Water SRF	TX	City of Bellaire for Bellaire Waterlines	782,000

STAG Account	State	Project (Recipient Name and Purpose)	Amount (\$)
STAG—Drinking Water SRF	TX	City of Glenn Heights for Elevated Water Storage Tank Project	2,800,000
STAG—Drinking Water SRF	TX	City of Jacinto City for Northeast Water Mains & Fire Hydrant Improvements	1,950,000
STAG—Drinking Water SRF	TX	City of Jersey Village for Seattle Street Waterlines Replacement	624,835
STAG—Drinking Water SRF	TX	City of Schertz for Corbett Water Ground Storage Tank Project	3,500,000
STAG—Drinking Water SRF	TX	San Antonio Water System for Generators for Critical Infrastructure Protection	500,000
STAG—Drinking Water SRF	TX	The Brownsville Public Utilities Board for Water Treatment Plant Pump Station Improvements	500,000
STAG—Drinking Water SRF	UT	The City of Centerville for the Green Steel Tank replacement project	1,500,000
STAG—Drinking Water SRF	UT	The City of Ephraim for a drinking water resiliency project	3,000,000
STAG—Drinking Water SRF	VA	City of Manassas for Transmission Main Replacement	2,400,000
STAG—Drinking Water SRF	VA	City of Portsmouth for Water Service Line Inventory	500,000
STAG—Drinking Water SRF	VA	Frederick County Sanitation Authority for Diehl Water Treatment Plant Improvement Project	3,000,000
STAG—Drinking Water SRF	VA	Prince George County for Central Water System Extension Project	3,200,000
STAG—Drinking Water SRF	VA	Spotsylvania County for Motts Run Water Treatment Plant Expansion Project	1,840,000
STAG—Drinking Water SRF	VA	Surry County for Water System Upgrades	3,200,000
STAG—Drinking Water SRF	VA	Frederick County Sanitation Authority for Lake Frederick Well Development	3,600,000
STAG—Drinking Water SRF	VT	Village of Jeffersonville for Water System Upgrades	560,000
STAG—Drinking Water SRF	WA	MacKaye Harbor Water District for Agate Beach Lane Source Water and Transmission Improvements	694,480
STAG—Drinking Water SRF	WA	Port of Coupeville for Wharf Rehabilitation Project	136,000

STAG Account	State	Project (Recipient Name and Purpose)	Amount (\$)
STAG—Drinking Water SRF	WA	Quileute Nation for Quileute Move to Higher Ground Water System Improvement	1,479,355
STAG—Drinking Water SRF	WA	Sammamish Plateau Water and Sewer District for Sammamish Plateau Water PFAS Treatment Plant upgrades	1,585,000
STAG—Drinking Water SRF	WA	The City of Airway Heights for a water replacement project	3,500,000
STAG—Drinking Water SRF	WA	The Town of Cusick for a water treatment facility project	3,500,000
STAG—Drinking Water SRF	WA	Lakewood Water District for PFAS Remediation	1,950,000
STAG—Drinking Water SRF	WA	Town of Harrah for Drinking Water Well Project	2,000,000
STAG—Drinking Water SRF	WI	Waukesha Water Utility for an elevated storage tank project	530,000
STAG—Drinking Water SRF	WI	City of La Crosse for Wellhead PFA Water Contamination Treatment	3,730,000
STAG—Drinking Water SRF	WI	City of Monroe for Lead Service Line Replacement	1,022,000
STAG—Drinking Water SRF	WI	City of Rhinelander for Drinking Water Quality Infrastructure Improvements	1,600,000
STAG—Drinking Water SRF	WI	Sheboygan Water Utility for Drinking Water Project	2,000,000
STAG—Drinking Water SRF	WV	The Bel-O-Mar Regional Council for a water system improvements project	1,120,000
STAG—Drinking Water SRF	WV	The Marshall County Commission for a water meter project	230,400
STAG—Drinking Water SRF	WV	The Ohio County Commission for the Town of Triadelphia water storage tank project	600,000
STAG—Drinking Water SRF	WV	Canaan Valley Public Service District for Water Plant	8,000,000
STAG—Drinking Water SRF	WV	City of Weirton for Water Treatment Capacity Project	22,470,000
STAG—Drinking Water SRF	WV	Clarksburg Water Board for Distribution System Improvements	6,880,000
STAG—Drinking Water SRF	WV	Greenbrier County Public Service District No. 2 for Phase II Waterline Extension	1,500,000

STAG Account	State	Project (Recipient Name and Purpose)	Amount (\$)
STAG--Drinking Water SRF	WV	Hodgesville Public Service District for Water System Improvements	4,037,000
STAG—Drinking Water SRF	WV	Kanawha County Commission for Leatherwood Water Project	5,230,000
STAG—Drinking Water SRF	WV	Midland Public Service District for Faulkner Road Water Line Extension to Bow den	2,000,000
STAG—Drinking Water SRF	WV	Monumental Public Service District for Waterline Expansion	283,000
STAG—Drinking Water SRF	WV	Nettie Leivasy Public Service District for Water System Improvements Project	4,020,000
STAG—Drinking Water SRF	WV	Preston County PSD I for Water Treatment Plant and Water Line Upgrades	646,000
STAG—Drinking Water SRF	WV	Town of Alderson for Water System Rehabilitation and Extension Project	2,000,000
STAG—Drinking Water SRF	WV	Town of Burnsville for Burnsville Lake Water Supply Line Improvements	4,800,000
STAG—Drinking Water SRF	WV	Town of Kermit for Rehabilitation of Water Treatment Facility	2,747,000
STAG—Drinking Water SRF	WV	Town of Meadow Bridge for Distribution System Upgrade and Extension	1,000,000
STAG—Drinking Water SRF	WV	Town of Worthington for Water Service Upgrade Project	1,000,000
Community Projects Funded with Both Clean Water SRF and Drinking Water SRF Appropriations (alphabetical by state)			
STAG - Drinking Water SRF: Clean Water SRF	MI	St. Clair County for a drinking water (\$200,000) and wastewater (\$800,000) improvement project	1,000,000
STAG—Drinking Water SRF: Clean Water SRF	TX	County of El Paso for First-Time Water (\$314,000) and Wastewater (\$791,000) Connection Projects	1,105,000

Appendix C: Technical Corrections-Procedural Information

Examples of Acceptable Technical Corrections

Below are three common types of corrections that are generally acceptable. All examples assume concurrence from the original recipient and the new recipient to be named, if applicable.

Original Language	Purpose (P) or Recipient (R)?	New Language
Anytown for wastewater infrastructure improvements	P	Anytown for water infrastructure improvements
Anytown for wastewater infrastructure improvements	R	Greater Anytown-Area Regional Sewer Authority for wastewater infrastructure improvements
Anytown for wastewater infrastructure improvements	P, R	Greater Anytown-Area Regional Water Authority for drinking water infrastructure improvements

Technical corrections cannot: 1) change the purpose to a non-construction project unless it otherwise provides for water quality protection; 2) change the purpose to construction of infrastructure that is not drinking, waste, or stormwater-related unless it otherwise provides for water quality protection; 3) change the purpose to debt repayment; 4) transfer funds to another Federal Agency.

Who Can Request a Technical Correction?

Technical correction requests must be in writing and, for a change in purpose, must be originated by the original recipient. A request involving a change in recipient can be initiated by either the original recipient or the new entity to be named, but such a request requires the written concurrence of the other party. Requests involving a change in both recipient and purpose can also be initiated by either entity with concurrence from the other; however, the original earmark recipient must specifically acknowledge both the change in purpose and the change in recipient in their concurrence. Any request for technical corrections from parties other than the original recipient or the new entity will generally not be considered.

Procedure for Making a Technical Correction

Recipients requesting a technical correction should first consult their [EPA Regional Contact](#) to discuss the need for, and evaluate the appropriateness of, a technical correction. When appropriate and necessary, the EPA Regional Office will submit technical corrections to EPA Headquarters for consultation with and resolution by Congress.

EPA Regional Offices provide all written requests that are consistent with this Guidance to EPA Headquarters for review and submission to the Agency's Liaison to the House and Senate Committees on Appropriations ("Appropriations Liaison"). The Appropriations Liaison initiates consultation with the House and Senate Committees on Appropriations. EPA approves proposed corrections after the Appropriations Liaison transmits confirmation of consultation with the Committees.¹⁰ EPA may then proceed with administering projects within the scope of approved corrected language.

When a Technical Correction is Unnecessary

All changes in the project purpose require a technical correction. All changes in the recipient require a technical correction unless the intended recipient is an agency of the original recipient or is wholly owned or controlled by the recipient (e.g., the recipient is listed as Anytown, USA, but the intended recipient is the Anytown Department of Water Quality). In such cases, a grant may be made to the intended recipient without a technical correction.

Withdrawing or Reversing a Technical Correction

Technical corrections requests that have been approved by EPA can be reversed (i.e., reverted to the original appropriation language). Reversing a technical correction requires a new technical correction following the procedures outlined above. Technical corrections requests that have not been approved by EPA Headquarters can be withdrawn. Withdrawal procedures depend on how far along the request went in the Congressional consultation process.

- If the request has not yet been provided to Congress for consultation, the request will simply be removed from the submission list. Upon confirmation from EPA Headquarters that the request was removed, the Region can proceed under the scope of the original language.
- If the request has been sent to Congress for consultation, but not yet returned, EPA Headquarters will request its removal from consideration and will notify Region when they can proceed under the scope of the original language.
- If the consultation process was already completed, EPA will send the language reversal back to Congress in a subsequent request.

Administering a Technically Corrected Project

Technical corrections made under the technical corrections authority should be administered in accordance with the guidance document from the fiscal year of appropriation.

¹⁰ If the circumstances surrounding a technical correction for a particular project change after consultation with the Committees and EPA decides not to approve the request, EPA will notify the Committees in a subsequent request.

Appendix D: Application Forms and Attachments

The following registration steps must be completed prior to submitting an application package:

Registration in [SAM.gov](#). Unique Entity Identifiers (UEIs) are assigned during the SAM.gov registration process. Recipients with active SAM.gov registrations prior to April 2022 automatically have a UEI but may need to complete entity validation within SAM.gov. Recipients must be registered in SAM.gov. Recipients may refer to the [Entity Registration Checklist](#) and obtain SAM.gov assistance via the Federal Service Desk at 1-866-606-8220 or [fsd.gov](#) (M-F 8am-8pm ET).

Registration in [Grants.gov](#). Once registered in SAM.gov, recipients who have a SAM.gov registration can then [register with Grants.gov](#) and assign Grants.gov Roles. Please note that only an Authorized Organization Representative (AOR) can submit an application on behalf of the recipient.

[Grants.gov instructions](#), and [Training Resources & Videos](#) are available online.

Grants.gov assistance is available 24 hours a day, 7 days a week at 1-800-518-4726 or support@grants.gov (closed on federal holidays).

Complete application packages must be submitted through [Grants.gov](#) and must include the following:

- Application for Federal Assistance (SF 424)** with authorized signatures submitted.
- Additional information for SF424, Block #19 (if applicable):** [Is application subject to review by State under Executive Order 12372 Process?](#)

Select the appropriate box. If box "a" is selected, enter the date the application was submitted to the State SPOC (generally, applicants must submit the SF424 or summary thereof to the State SPOC to meet the requirements under Executive Order 12372).

- California. All EPA programs and activities subject to Intergovernmental Review have been selected for [State Single Point of Contact](#) (SPOC) review. Community Grant Applications for projects in California should be submitted to the California SPOC at state.clearinghouse@opr.ca.gov.
- Utah. Only applications for EPA financial assistance subject to Intergovernmental Review submitted by Utah state agencies have been selected for SPOC review. Applications by local governments, nonprofit organizations and other entities are not reviewed by the Utah SPOC. Utah state agencies are to submit their Community Grant applications to stategrants@utah.gov.

No other SPOCs have selected EPA programs and activities subject to Intergovernmental Review for SPOC review, however there may be requirements for submission of Federal grant applications to SPOCs or other state agencies based on state law that are independent of [40 CFR Part 29](#). EPA encourages applicants to comply with state requirements but does not enforce those requirements.

- [Intergovernmental Review SPOC List](#) provides contact information for each SPOC.
- [Fact sheet for Applicants Intergovernmental Review Process](#) provides additional information on Intergovernmental Review.

3. **Budget Information for Non-Construction Programs (SF 424A).**

Budget Detail-Breakdown by Object Class Categories.

[RAIN-2019-G02](#) at <https://www.epa.gov/grants/rain-2019-g02>

- Costs for hiring construction contractors would be reflected in SF 424A Category g “Construction”
- Costs for building or repairing facilities and related demolition and site preparation work or for remediating contamination are to be classified as SF424A Category g “Construction”
- Costs for hiring Architectural and Engineering firms for design/project management services would be categorized in SF 424A Category f “Contractual”
- Construction activities carried out by the applicant’s own employees (“force account”) are to be classified as SF 424A Category a “Personnel.”
- Information on cost allowability is provided in [2 CFR Part 200, Subpart E](#). Recipients may review EPA’s [training course](#) on budget development. EPA reviews costs included in project budgets as part of the application/pre award process to ensure they conform with general principles of cost allowability:
 - A cost is eligible if it is permitted by statute, program guidance, or regulations.
 - A cost is reasonable if it does not exceed that which would be incurred by a prudent person under the circumstances prevailing at the time the decision was made to incur the cost.
 - Costs must be allocable: costs must be incurred either directly or indirectly to carry out the project and must be charged proportionately across all benefitting cost centers.
 - Costs must be necessary for the project being funded.

Allowable costs are:

- Adequately documented.
- Conform to limitations of laws, regulations, etc. and grant terms and conditions.
- Consistent with recipient’s policies/procedures – same factors apply to both federal and non-federal activities.
- Accorded to consistent treatment – a cost may not be assigned as direct if a similar cost incurred for the same purpose has been allocated as an indirect cost.

- Not included as a cost or used to meet a matching requirement for any other federal grant.
 - Consistent with generally accepted accounting principles
4. **Use the Project Narrative Attachment Form to submit the Workplan.** The workplan should include tasks, milestones, and expected environmental results or outcomes (See [Appendix E](#)).
 5. **Use the Other Attachments Form to submit the Current Indirect Cost Rate Negotiation Agreement.** If applicable, include Rate and Signature pages (i.e., Sections 1 and 3) of the approved Indirect Cost Rate Agreement with application. **EPA Policy on Indirect Rate Costs (IDC) effective 10/1/2018, [RAIN-2018-G02](#).** Prior to drawing down EPA funds for IDCs, and/or using unrecovered IDCs as cost-share, recipients must have an approved rate and an EPA- approved budget that includes IDCs.
 - IDCs are those that are not readily identifiable with a particular activity but are necessary to the general operation of the recipient organization and the conduct of the proposed project (such as general administration expenses).
 6. **EPA Key Contacts Form (EPA Form 5700-4).**
 7. **Pre-Award Compliance Review Report (EPA Form 4700-4),** current form with authorized signature. See [Tips for Completing EPA Form 4700-4](#).
 8. **Use the Other Attachments Form to submit the Certification Regarding Lobbying (EPA Form 6600-06)** with authorized signature. All applicants, including Tribes, are required to submit this certification if the total federal dollar awarded to the applicant/recipient is greater than \$100,000 for the life of the grant.
 9. **Use the Other Attachments Form to submit the Disclosure of Lobbying Activities (Form SF-LLL),** with authorized signature attached with the grant application package. For all other applicants, form is required for reporting entity, whether subawardee or prime federal recipient, at the initiation or receipt of a covered federal action, or a material change to a previous filing, pursuant to Title 31 U.S.C Section 1352. Used by applicants to disclose lobbying activities that have been secured to influence the outcome of a federal grant action.

Accessing the Application Package

NOTE: Do not use the “SEARCH” bar located at the top right of the Grants.gov webpage to find Application Packages.

To locate Application Package:

1. Go to directly to the [funding opportunity](#) on Grants.gov.
2. In the “Package” tab, scroll down the page to locate Assistance Listing Number 66.202 (listed under the column heading “CFDA”) for the application package.

VIEW OPPORTUNITY

EPA-CEP-01
EPA Mandatory Grant Programs
Environmental Protection Agency

Apply Subscribe

Select Grant Opportunity Package

PLEASE READ BEFORE APPLYING!
If you view and complete your application package using Grants.gov downloadable PDF forms, you MUST have Adobe Reader installed. You may receive a validation error using incompatible versions of Adobe Reader. To prevent a validation error, it is now recommended you uninstall any earlier versions of Adobe Reader and install the latest compatible version of Adobe Reader. If more than one person is working on the PDF forms, ALL applicants must be using the same Adobe Reader version. Click for more information on Adobe Reader Compatibility.

CFDA	Opportunity ID	Opportunity Title	Opportunity Package ID	Opening Date	Closing Date	Actions
66.202	PK000214103				10/04/2020	Preview Apply
66.202	PK000214095				10/04/2020	Preview Apply
66.202	PK000214055				10/04/2020	Preview Apply
66.202	PK000214093				10/04/2020	Preview Apply
66.202	PK000214053				11/04/2020	Preview Apply
66.202	PK000214048				10/04/2020	Preview Apply
66.202	PK000214044				10/04/2020	Preview Apply
66.202	PK000214043				10/04/2020	Preview Apply
66.202	PK000214041				10/04/2020	Preview Apply
66.202	PK000214040				10/04/2020	Preview Apply
66.202	PK000214037				10/04/2020	Preview Apply
66.202	PK000214032				10/04/2020	Preview Apply

REMINDERS:

- Do NOT use the “SEARCH” bar located at the top right of the [Grants.gov](#) screen to find Application Packages. Follow the instructions above.
- Recipients must ensure appropriate role(s) and access in [Grants.gov Workspace](#) are assigned within recipient entity as applicable: each entity’s [i:Biz point of contact \(POC\)](#) is the person that authorizes or assigns Grants.gov roles. Additional [information on Grants.gov role assignment](#) is available online.
- There are a series of automated emails generated by Grants.gov during the application submission process. See sample email below.
- Obtain a Tracking Number from Grants.gov Support technicians when contacting the [Grants.gov Support Center](#) for assistance. This Tracking Number is used to help ensure your issue(s) is fully addressed.

Please contact the [Grants.gov Support Center](#) by phone (1-800-518-4726) or email (support@grants.gov) for technical support or questions. Help is available 24 hours a day, 7 days a week, excluding federal holidays.

ALERT: It is important to read the automated emails generated by Grants.gov as the messages provide application status updates during the submission process. Below is a sample automated email indicating that an application has been sent to the funding agency with an assigned tracking number.

Sample Grants.gov Email – Application Sent To Funding Agency

From: DoNotReply@grants.gov
<DoNotReply@grants.gov**>** **Sent:** Tuesday, December 25, 2019 4:32 AM
To: Jane.Doe@happycamp.org
Subject: GRANT12345678 Grants.gov Agency Tracking Number Assignment for Application

Grantor agency has assigned the following Agency Tracking Number to your application:
e9466b2-797a-4cfc-b013-7bb696001c1bGRANT12345678.

You will need the Agency Tracking Number when corresponding with the Grantor agency about your application.

Use the Grants.gov Tracking Number at Grants.gov to check your application's status and to review your Agency Tracking Number:

Type: GRANT
Grants.gov Tracking Number: GRANT12345678
DUNS Number: 9876543210000
AOR name: Jane Doe
Application Name: Clean Environment Grant Program
Opportunity Number: EPA-CEP-01
Opportunity Name: EPA Mandatory Grant Programs

Thank you.
Grants.gov

If you have questions, please contact the Grants.gov Contact Center: support@grants.gov 1-800-518-4726
24 hours a day, 7 days a week. Closed on federal holidays.

PLEASE NOTE: This email is for notification purposes only. Please do not reply to this email for any purpose.

Appendix E: Community Grants Workplan Contents/Outline

Name of Applicant and Project Title

Project Objective(s) and Need

Narrative, how project will resolve need/purpose.

Project Description

Narrative, maps, photographs, relevant design parameters etc. Clearly defined scope of work, outlining all activities to be performed under the grant; detailed description of the proposed project, summary of deliverables. Framework for managing the project, explanation of the approach, procedures, and controls for ensuring that awarded grant funds will be expended in a timely and efficient manner, evaluating performance and reporting progress toward achieving the expected outputs and outcomes. How tasks/activities will be undertaken. The scope of work must be in conformance with the project description. Budget narrative that links the budget to workplan tasks activities and includes source(s) of non-federal cost share.

Milestone Schedule

Narrative or tabular depiction of each grant activity's estimated start and end dates, interim milestones, deliverables, and project completion. The length of the grant award project period should be consistent with the milestone schedule.

Environmental Results/Benefits

Narrative or tabular linkage of each grant activity with the applicable [EPA Strategic Plan goal and objective](#) (i.e. EPA's FY2022 - FY2026 Strategic Plan Goal 5: Ensure Clean and Safe Water for All Communities, Objective 5.1: Ensure Safe Drinking Water and Reliable Water Infrastructure), anticipated environmental results, anticipated environmental outputs, and anticipated environmental outcomes.

- **Outputs:** environmental activities, efforts, and/or associated work products related to environmental goals or objectives, that will be produced or provided over a period of time or by a specified date. Outputs should be well-defined and may be quantitative or qualitative but must be measurable during an assistance agreement funding period.
- **Outcomes:** the results, effects or consequences that will occur from carrying out an environmental program or activity that is related to an environmental or programmatic goal or objective. Outcomes should be well-defined to the maximum extent practicable, and may be environmental, behavioral, health-related, or programmatic in nature, must be quantitative, and may not necessarily be achievable within an assistance agreement funding period.

Workplan Requirements for Identifying Contractors

Contractual selection must comply with the competitive Procurement Standards set forth in [2 CFR 200.317](#) - [2 CFR 200.327](#). EPA's Contracts and Subawards solicitation clause provides more information about partnerships, and the Best Practice Guide for Procuring

Services, Supplies, and Equipment Under EPA Assistance Agreements can assist community project recipients in complying with procurement requirements. In general, all procurement transactions for professional engineering services and construction contractors must include and be conducted in a manner that promotes fair and open competition from an adequate number of qualified sources. 2 CFR 200.320 indicates the specific methods of procurement to be followed and the circumstances under which each method can be used.

Workplan Requirements for Identifying Subrecipients

Any proposed subawards must comply with regulatory standards as implemented in [EPA's Subaward Policy](#). In almost all cases, for-profit firms and individual consultants are not proper subrecipients. Profit firms and individual consultants would more likely be considered contractors.

Appendix F: Grant Policies and Resources

Grants Management Training for Applicants and Recipients

- [EPA's online training courses](#) are free and are designed to introduce potential EPA grant recipients to key aspects of the entire grant lifecycle, from preparation of an application through grant closeout.
- Information on EPA Form 4700-4 is available online, see [Tips for Completing EPA Form 4700-4](#)

EPA Grant Policies

- [EPA grant policies](#) may affect how recipients manage and administer EPA assistance agreements.

Budget Development

- Community Grant recipients may refer to [Interim General Budget Development Guidance for Applicants and Recipients of EPA Financial Assistance](#) to learn more about cost eligibility and preparation of the budget component of the application package.

Selected Items of Cost

EPA POs and grant specialists review costs included in project budgets as part of the application. Allowability of costs is based on several factors specified in [2 CFR Part 200, Subpart E](#). EPA's [Guidance on Selected Items of Cost for Recipients](#) provides information on the allowability of specific costs.

Environmental Review

The National Environmental Policy Act (NEPA) requires evaluation of how federal grant actions may affect the quality of the environment. Under NEPA, environmental impacts must be considered before EPA can award the grant.

- The [Categorical Exclusion \(CATEX\) Checklist](#) provides information on assessing whether a project may be considered for a CATEX. EPA's list of actions that can be categorically excluded is contained within [40 CFR Part 6 Subpart B](#). EPA makes CATEX determinations based on its own regulations and can use information collected as part of another federal agency's NEPA process. Recipients having a CATEX determination resulting from another agency's NEPA review of their project may provide that information to EPA as part of any request for a CATEX.

The following tools may be used to support development of Environmental Information Documents (EIDs).

- The sample [EID Outline](#) provides optional format and content on what to include in an EID.
- The [Infrastructure Task Force Preliminary Engineering Report](#) provides a recommended format for preliminary engineering reports (PER) for use when planning drinking water and wastewater infrastructure.

Procurement

- [EPA's Best Practice Guide for Procuring Services, Supplies and Equipment Under EPA Assistance Agreements](#) describes the financial transactions covered by the competitive procurement requirements and other rules you must follow when awarding and administering EPA funded contracts.
- Community grant recipients must follow their own procurement procedures, which must be documented and comply with State, local or tribal laws and regulation as well as Federal laws and Uniform Grant Guidance (UGG) [procurement regulations](#). [Projects inclusive of CWSRF-eligible activities](#), irrespective of whether such projects are co-funded with CWSRF funding, must comply with the procurement processes for architectural and engineering (A/E) services as identified in [40 U.S.C. 1101 et seq.](#), or an equivalent State requirement.

Davis Bacon

- The [Davis-Bacon Act](#) requires that all contractors and subcontractors performing construction, alteration, and repair (including painting and decorating) work under federal contracts in excess of \$2,000, pay their laborers and mechanics not less than the prevailing wage and fringe benefits for the geographic location. Personnel costs include salaries, wages, and allowable incentive compensation for recipient employees (i.e., who receive W-2 forms) who spend time working on the project and are not subject to Davis Bacon.

EPA's Disadvantaged Business Enterprise (DBE) Program

- EPA's [DBE Program](#) applies to all EPA Assistance Agreements and requires recipients who procure goods and/or services to: employ the good faith efforts, document their efforts and maintain DBE forms and other documentation from the prime contractor, and [report their procurement and DBE activities](#) even if there isn't anything to report.

Build America, Buy America (BABA)

- Recipients are required to ensure that procurement plans comply with [BABA](#) requirements prior to grants being awarded. Requirements call for all the iron, steel, manufactured products, and construction materials used in the project to be produced in the United States.

American Iron and Steel (AIS)

- The [AIS provision](#) requires recipients to use iron and steel products that are produced in the United States for the construction, alteration, maintenance, or repair of a public water system or treatment works. AIS requirements correspond to a subset of BABA requirements, therefore recipients in compliance with BABA are in compliance with AIS.

EPA Community Grants program

- The [EPA Community Grants](#) web page will be updated as new information becomes available.

Reporting waste, fraud, abuse, or other suspected violations of law

- The EPA Office of Inspector General is an independent oversight office charged with preventing and detecting [waste, fraud, and abuse](#) by EPA and U.S. Chemical Safety and Hazard Investigations Board employees, grantees, contractors, and others. It does this through [audits](#) and [investigations](#) of Agency programs and operations, often in response to complaints submitted to the [OIG Hotline](#) regarding alleged violations of law, needless spending, or intentional deception.
- Suspected waste, fraud, abuse, or other violations of law can be reported anonymously or confidentially to the [OIG Hotline](#) via phone at (888) 546-8740, [email](#), or online [form](#). Listen to this podcast to learn more about the [hotline](#).

Whistleblower Protection

- A [whistleblower](#) is a federal employee, an employee of a federal contractor, subcontractor, grantee, or subgrantee or personal services contractor who discloses what the individual believes to be evidence of a gross waste of federal funds, a substantial danger to public health or safety, or any of the following related to a federal contract or grant: gross mismanagement, abuse of authority, or other violation of law, rule, or regulation.
- Because of the important public service these individuals perform when they come forward, [whistleblower protection](#) laws prohibit reprisal against them, such as firing, demotion, or other discrimination, and protect the identities of those who make anonymous or confidential disclosures, such as via the [OIG Hotline](#). Learn more about Whistleblower Protection [here](#).

ORDER AUTHORIZING THE MAYOR TO EXECUTE A JOINT FUNDING AGREEMENT WITH THE UNITED STATES DEPARTMENT OF THE INTERIOR, U.S. GEOLOGICAL SURVEY FOR WATER RESOURCES INVESTIGATIONS

OFFICE OF THE CITY ATTORNEY
11/13/22
11-2922

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 October 1, 2022, to September 30, 2023, to be \$76,370.00.

IT IS, THEREFORE, ORDERED that the Mayor is authorized to a Joint Funding Agreement with the United States Department of the Interior, United States Geological Survey for the Water Resources Investigations.

IT IS FURTHER ORDERED that payment in the amount of \$76,370.00 to the United States Department of the Interior, U.S. Geological Survey is authorized pursuant to the Joint Agreement.

Agenda Item No.
11.8.2022
(Hillman, Lumumba)

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CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET November 1, 2022

DATE

P O I N T S		C O M M E N T S				
1.	Brief Description/Purpose	Order authorizing the Mayor to execute joint funding agreement for USGS stream gauge services				
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	Residents and property owners along the Pearl River and various creeks that flow into the Pearl River in Jackson				
4.	Benefits	Stream gauge and flow data				
5.	Schedule (beginning date)	After approval				
6.	Location: ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable	The portions of Jackson within the Pearl River watershed				
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	\$76,370.00				
9.	Source of Funding ▪ General Fund <input type="checkbox"/> ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input checked="" type="checkbox"/>	031 52120 6417 031 52210 6417				
10.	EBO participation	ABE _____% AABE _____% WBE _____% HBE _____% NABE _____%	WAIVER WAIVER WAIVER WAIVER WAIVER	yes ___ yes ___ yes ___ yes ___ yes ___	no ___ no ___ no ___ no ___ no ___	N/A ___ N/A ___ N/A ___ N/A ___ N/A ___



**DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION**

MEMORANDUM

To: Mayor Chokwe Antar Lumumba

From: Jordan Hillman
Interim Director

Date: November 1, 2022

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 \$76,370 for Federal FY 2023. The major change to the agreement this year is that the City's matching funds towards a Pearl River gauge will apply to a new gauge placed at the Lakeland Drive (Highway 25) bridge after the February 2020 Pearl River flood. The Pearl River Highway 80 gauge, which has long been the measuring stick for Pearl River floods in Jackson, will now be fully federally funded.

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.

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
4-30-2022

OFFICE OF THE CITY ATTORNEY

This **ORDER AUTHORIZING THE MAYOR TO EXECUTE A JOINT FUNDING AGREEMENT WITH THE UNITED STATES DEPARTMENT OF THE INTERIOR, U.S. GEOLOGICAL SURVEY FOR WATER RESOURCES INVESTIGATIONS** is legally sufficient for placement in NOVUS Agenda.



Catoria P. Martin, CITY ATTORNEY

Terry Williamson, *Legal Counsel*



4/3/22

DATE



United States Department of the Interior

U.S. GEOLOGICAL SURVEY
Lower Mississippi-Gulf Water Science Center
640 Grassmere Park, Suite 100
Nashville, TN 37211

August 15, 2022

Robert Lee
Director of Public Works
City of Jackson, MS
200 S President St., Suite 523 P.O. Box 17
Jackson, MS 39205

Dear Mr. Lee:

This is a standard joint funding agreement between the Lower Mississippi-Gulf Water Science Center and the City of Jackson, MS. This agreement covers the collection of continuous stage and discharge data for one site; high-flow stage and discharge data for seven sites; continuous stage at two stages; and annual peak stage and discharge for three sites (per attachment), During the period of October 1, 2022 through September 30, 2023 in the amount of \$76,370 from your agency. U.S. Geological Survey contributions for this agreement are \$24,210 for a combined total of \$100,580. Please sign and return one fully-executed original to My-Chae' J. May, Budget Analyst at the address of 3535 S. Sherwood Forest Blvd. Suite 120, Baton Rouge, LA 70816.

Federal law requires that we have a signed agreement before we start or continue work. Please return the signed agreement by **October 1, 2022**. Please contact Victor Stricklin by phone number (205) 348-0950 or email vstrick@usgs.gov to make alternative arrangements.

This is a fixed cost agreement to be billed quarterly via Down Payment Request (automated Form DI-1040). Please allow 30-days from the end of the billing period for issuance of the bill. If you experience any problems with your invoice(s), please contact My-Chae May at phone number (225) 298-5481 or email gs-w-lmg_agreements@usgs.gov.

The results of all work performed under this agreement will be available for publication by the U.S. Geological Survey. We look forward to continuing this and future cooperative efforts in these mutually beneficial water resources studies.

Sincerely,

Rodney R. Knight
Director, LMG Water Science Center

Enclosure
23MLJFAMSDA089 (2)

Form 9-1366
(May 2018)

U.S. Department of the Interior
U.S. Geological Survey
Joint Funding Agreement
FOR
Water Resource Investigations

Customer #: 600001499
Agreement #: 23MLJFAMSDA089
Project #: ML009Z5
TIN #: 64-6000503

Fixed Cost Agreement YES[X] NO[]

THIS AGREEMENT is entered into as of the October 1, 2022, 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 the collection of continuous stage and discharge data for one site; high-flow stage and discharge data for seven sites; continuous stage at two stages; and annual peak stage and discharge for three sites (per attachment), 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) \$24,210 by the party of the first part during the period October 1, 2022 to September 30, 2023
- (b) \$76,370 by the party of the second part during the period October 1, 2022 to September 30, 2023
- (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 #: 600001499
Agreement #: 23MLJFAMSDA089
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: Victor Stricklin
Data Chief, AL/MS
Address: 205 Hackberry Lane
Tuscaloosa, AL 35487
Telephone: (205) 348-0950
Fax:
Email: vstrick@usgs.gov

Customer Technical Point of Contact

Name: Robert Lee
Director of Public Works
Address: 200 S President St., Suite 523 P.O. Box
17
Jackson, MS 39205
Telephone:
Fax:
Email: rlee@city.jackson.ms.us

USGS Billing Point of Contact

Name: My-Chae May
Budget Analyst
Address: 3535 South Sherwood Forest Blvd.
Baton Rouge, LA 70816
Telephone: (225) 298-5481
Fax:
Email: gs-w-lmg_agreements@usgs.gov

Customer Billing Point of Contact

Name: Robert Lee
Director of Public Works
Address: 200 S President St., Suite 523 P.O. Box
17
Jackson, MS 39205
Telephone:
Fax:
Email: rlee@city.jackson.ms.us

U.S. Geological Survey
United States
Department of Interior

City of Jackson, MS

Signature

By Rodney R. Knight Date: August 15, 2022
Name: Rodney R. Knight
Title: Director, LMG Water Science Center

Signatures

By _____ Date: _____
Name:
Title:

By _____ Date: _____
Name:
Title:

By _____ Date: _____
Name:
Title:

AD: SDW

SiteName	SiteNumber	CollectionCode	USGS	City of Jackson	Total	StartDate	EndDate
PEARL RIVER AT HWY 25 AT JACKSON, MS	02485735	QCONT	3500	9895	13395	10/1/2022	9/30/2023
HANGING MOSS CREEK NR JACKSON, MS	02485700	QCONT-HIGH	3650	5665	9315	10/1/2022	9/30/2023
WHITE OAK CREEK AT WESTBROOK ROAD AT JACKSON, MS	02485720	QCONT-HIGH	0	9475	9475	10/1/2022	9/30/2023
EUBANKS CREEK AT EAGLE AVENUE AT JACKSON, MS	02485777	QCONT-HIGH	0	9475	9475	10/1/2022	9/30/2023
EUBANKS CREEK AT JACKSON, MS	02485800	QCONT-HIGH	3650	5665	9315	10/1/2022	9/30/2023
TOWN CREEK AT JACKSON, MS	02485950	QCONT-HIGH	3650	5665	9315	10/1/2022	9/30/2023
LYNCH CREEK AT JACKSON, MS	02486100	QCONT-HIGH	3650	5665	9315	10/1/2022	9/30/2023
CANY CREEK AT JACKSON, MS	02486350	QCONT-HIGH	3650	5665	9315	10/1/2022	9/30/2023
BELHAVEN CREEK AT RIVERSIDE DRIVE AT JACKSON, MS	02485810	STGCONT	0	7080	7080	10/1/2022	9/30/2023
BELHAVEN CREEK AT LAUREL STREET AT JACKSON, MS	02485820	STGCONT	0	7080	7080	10/1/2022	9/30/2023

PURPLE CREEK AT JACKSON, MS	02485650	STGMEAS-CREST	820	1680	2500	10/1/2022	9/30/2023
WHITE OAK CREEK NEAR TOUGALOO, MS	02485714	STGMEAS-CREST	820	1680	2500	10/1/2022	9/30/2023
THREE MILE CREEK AT JACKSON, MS	02486115	STGMEAS-CREST	820	1680	2500	10/1/2022	9/30/2023
		Total for FY2023	\$24,210	\$76,370	\$100,580		

**ORDER AUTHORIZING THE MAYOR TO EXECUTE A
MEMORANDUM OF UNDERSTANDING WITH THE MISSISSIPPI
DEPARTMENT OF FINANCE AND ADMINISTRATION REGARDING
EUBANKS CREEK BETWEEN STATE STREET AND OLD CANTON
ROAD PURSUANT TO HOUSE BILL 1353 OF THE 2022 REGULAR
LEGISLATIVE SESSION**

OFFICE OF THE CITY ATTORNEY
11-8-2022

WHEREAS, the House Bill 1353 as passed in the 2022 Regular Legislative Session, included \$500,000 for the widening, straightening and clearing debris from Eubanks Creek from State Street to Old Canton Road; and

WHEREAS, the Mississippi Department of Finance and Administration requires the City of Jackson to submit an executed Memorandum of Agreement and other documents governing the Eubanks Creek project as specified in House Bill 1353.

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute a Memorandum of Understanding with the Mississippi Department of Finance and Administration concerning the Eubanks Creek project from State Street to Old Canton Road.

Agenda Item No.
11.8.2022
(Hillman, Lumumba) 29

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

November 2, 2022

DATE

P O I N T S		C O M M E N T S
1.	Brief Description/Purpose	Memorandum of Understanding with DFA regarding Eubanks Creek between State Street and Old Canton Road
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 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life
3.	Who will be affected	Residents along Eubanks Creek
4.	Benefits	MOU governing the Eubanks Creek project
5.	Schedule (beginning date)	Upon approval
6.	Location: ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable	Eubanks Creek between State St and Old Canton Rd (Ward 7)
7.	Action implemented by: ▪ City Department <input checked="" type="checkbox"/> ▪ Consultant <input type="checkbox"/>	Engineering Division
8.	COST	No Cost to sign the documents
9.	Source of Funding ▪ General Fund <input type="checkbox"/> ▪ Grant <input checked="" type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input type="checkbox"/>	N/A
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 PUBLIC WORKS
ENGINEERING DIVISION**

MEMORANDUM

To: Mayor Chokwe Antar Lumumba
From: Jordan Hillman
Interim Director
Date: November 2, 2022
Subject: Agenda Item for City Council Meeting

Attached, you will find a resolution that authorizes the Mayor to execute a Memorandum of Understanding and other documents with the Mississippi Department of Finance and Administration (DFA) governing the Eubanks Creek project between State Street and Old Canton Road pursuant to House Bill 1353 of the 2022 Regular Legislative Session. HB1353 included \$500,000 for the City of Jackson for the widening, straightening and clearing debris from Eubanks Creek from State Street to Old Canton Road.

As part of the administration of the project, DFA requires the City to execute and MOU and other documents. It is the recommendation of this office that this item be approved. If you have any questions, call me at (601) 960-2091.

Office of the City Attorney

455 East Capitol Street
Post Office Box 277
Jackson, Mississippi 39207-2779
Telephone: (601) 960-1799
Facsimile: (601) 960-1756

OFFICE OF THE CITY ATTORNEY
NOV 3 2022

OFFICE OF THE CITY ATTORNEY

This **ORDER AUTHORIZING THE MAYOR TO EXECUTE A MEMORANDUM OF UNDERSTANDING WITH THE MISSISSIPPI DEPARTMENT OF FINANCE AND ADMINISTRATION REGARDING EUBANKS CREEK BETWEEN STATE STREET AND OLD CANTON ROAD PURSUANT TO HOUSE BILL 1353 OF THE 2022 REGULAR LEGISLATIVE SESSION** is legally sufficient for placement in NOVUS Agenda.



Catoria P. Martin, CITY ATTORNEY

Terry Williamson, *Legal Counsel* 

11/3/22

DATE

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (hereinafter the "MOU") is entered into between the Mississippi Department of Finance and Administration (hereinafter the "DFA") and the City of Jackson for the purpose of establishing the agreed upon conditions under which the DFA may disburse funds to assist the City of Jackson in paying costs associated with the local project (hereinafter the "Project") specified in Section 25(uuuuuuuuuuu) of House Bill 1353, 2022 Regular Legislative Session, Laws of 2022, (hereinafter the "Act"). This MOU is entered into in accordance with Miss. Code Ann. Section 27-104-351, also known as the Line-Item Appropriation Transparency Act, and pursuant to, and subject to the terms of the Act, which authorizes an amount not to exceed \$500,000.00 (hereinafter the "Project Funds"), for the Project. **(PLEASE NOTE THAT IT IS YOUR RESPONSIBILITY TO SPEND THE FUNDS RECEIVED FROM THE STATE IN ACCORDANCE WITH THE ACT AS WELL AS ALL STATE AND FEDERAL LAWS AND REGULATIONS.)**

RECITALS

WHEREAS, Section 25 of House Bill 1353, 2022 Regular Legislative Session, authorized expenditures from the 2022 Local Improvements Projects Fund for certain projects; and

WHEREAS, pursuant to Section 25(uuuuuuuuuuu) of House Bill 1353, 2022 Regular Legislative Session, Laws of 2022, the Legislature has appropriated funds to the City of Jackson to pay the costs of the Project; and

WHEREAS, the Act authorizes the DFA to disburse monies in the 2022 Local Improvements Projects Fund to pay the costs of the Project; and

WHEREAS, the City of Jackson shall maintain the Project Funds in a separate bank account; and

WHEREAS, the DFA has requested the City of Jackson to maintain on file the documentation listed in "Exhibit A" attached hereto and incorporated herein by reference, to the extent the City of Jackson is subject to the State's procurement laws; and

WHEREAS, the City of Jackson agrees to expend the funds within thirty-six (36) months from the date of receipt from the DFA; and

WHEREAS, the City of Jackson agrees that if any proceeds from the Project Funds are remaining at the completion of the Project, the City of Jackson will immediately notify and consult with the DFA regarding the disposition of the funds, and said funds shall be directed in accordance with the Act; and

WHEREAS, the City of Jackson agrees to provide quarterly notarized reports to the DFA which describe and itemize the expenditure of the Project Funds and also provide an update on the status of the Project including future expenditure of the funds. The quarterly reports must be provided on a form designated by the DFA and must include all invoices and bank statements associated with the reported expenditures. The quarterly reports shall be provided within thirty (30) days of each calendar quarter end. The City of Jackson shall also provide to the DFA a final report no more than thirty (30) days after final expenditure of funds, summarizing the expenditures and use of the Project Funds upon completion of the Project. All invoices that have not previously been submitted, shall be submitted upon completion of the Project; and

WHEREAS, the DFA finds that it is in the best interest of the DFA and the City of Jackson that the funds on deposit in the 2022 Local Improvements Projects Fund for the City of Jackson should be disbursed to the City of Jackson and that the City of Jackson shall directly administer the expenditure of such funds for the Project.

NOW THEREFORE, IT IS MUTALLY AGREED BY THE MISSISSIPPI DEPARTMENT OF FINANCE AND ADMINISTRATION AND THE CITY OF JACKSON AS FOLLOWS:

Section 1. The DFA, pursuant to the Act, shall disburse the Project Funds from the 2022 Local Improvements Projects Fund upon written request of the City of Jackson to pay the costs associated with the Project.

Section 2. The City of Jackson certifies and agrees to make every effort to expend all funds received from the 2022 Local Improvements Projects Fund within thirty-six (36) months from the date of receipt and **solely** for the costs of the Project as set forth in the Act and upon the terms and provisions of this MOU. Failure of the City of Jackson to adhere to any provision within this MOU may result in immediate action by the State to recover project funds.

Section 3. The City of Jackson agrees to procure any necessary construction, goods, and services for the Project in accordance with State procurement laws to the extent the City of Jackson is subject to same. Failure to adhere may cause the DFA to withhold all sums for the Project and seek recovery of same. Further, the City of Jackson agrees to maintain on file the documentation listed in "Exhibit A" attached hereto and incorporated herein, in accordance with State law and the recitals of this MOU.

Section 4. The City of Jackson agrees to provide the DFA quarterly notarized reports as set forth hereinabove, in a format designated by the DFA. The quarterly reports shall be provided within thirty (30) days of each calendar quarter end. The City of Jackson shall also provide the DFA with a final report summarizing the expenditures and use of the Project Funds no more than thirty (30) days after final expenditure of the Project Funds.

Section 5. The City of Jackson agrees to maintain copies of all invoices, bank statements, and similar documentation for each expenditure of all funds received from

the 2022 Local Improvements Projects Fund sufficient to satisfy and confirm, to the DFA's satisfaction, that such funds have been expended **solely** for the costs of the project as authorized and provided by the Act.

Section 6. The City of Jackson agrees that if any proceeds from the Project Funds are remaining at the completion of the Project, the City of Jackson will immediately notify and consult with the DFA regarding the disposition of the funds and said funds shall be directed in accordance with the Act.

Section 7. The City of Jackson agrees that Project Funds shall be expended in accordance with all State and Federal laws and regulations, and that failure to do so may cause the DFA to withhold funds for the Project or seek recovery of same.

Section 8. All notices or information pursuant to this MOU shall be provided as follows:

City of Jackson
Attn: Chokwe Antar Lumumba, Mayor
Post Office Box 17
Jackson, Mississippi 39205-0017
Telephone: 601-960-1137
Email: aharris@city.jackson.ms.us

Mississippi Department of Finance and Administration
Attn: Gilda Reyes, Bond Advisory Director
501 North West Street, Suite 1301
Jackson, Mississippi 39201
Telephone: 601-359-5516
Email: Gilda.Reyes@dfa.ms.gov

Section 9. This MOU shall be effective from and after the final signature date.

IN WITNESS WHEREOF, the parties have affixed their signatures on the dates indicated below.

MISSISSIPPI DEPARTMENT OF FINANCE AND ADMINISTRATION

By: _____
Liz Welch, Executive Director

Date: _____

CITY OF JACKSON

By: _____
Chokwe Antar Lumumba, Mayor

Date: _____

EXHIBIT A

The City of Jackson shall maintain on file, the following items in relation to the Project:

1. Proof of Advertisement (i.e. copy of the advertisement, MPTAP and/or procurement portal posting, etc.) for any Request for Qualification (RFQ), Request for Proposals (RFP), or Invitation for Bid (IFB).
2. The Program of Work for the Project.
3. All solicitation documents (RFQ, RFP, IFB, etc.).
4. A list of bidders/respondents, including the Bid Tabulation Form/Register of Proposals. For construction awards, include recommendation of the Professional for the award of contract. For items procured by RFQ or RFP, include evaluation committee tally sheets/overall scoring in support of award decision.
5. A copy of all payment requests or invoices for said construction, goods, and services. In the case of construction contractor payment applications, include Professional's approval of payment.
6. All contracts awarded for the Project.
7. All bank statements.
8. Any and all other documentation which may be required to document, to the DFA's satisfaction, that the Project funds are expended solely for the costs of the Project as set forth in the Act and upon the terms and provisions of this MOU.

OFFICE OF THE CITY ATTORNEY
11/8/22

ORDER RATIFYING A CONTRACT WITH HEMPHILL CONSTRUCTION COMPANY, INC. FOR SANITARY SEWER EMERGENCY REPAIR WORK AT 350 MEADOWBROOK ROAD AND AUTHORIZING THE MAYOR TO EXECUTE CHANGE ORDER #1/FINAL AND AUTHORIZING FINAL PAYMENT AND PUBLICATION OF THE NOTICE OF COMPLETION

WHEREAS, a sanitary sewer line that runs beneath Meadowbrook Road was found to have failed prior to the start of a federal aid resurfacing project; and

WHEREAS, due to the failure, the City of Jackson needed to hire a contractor to make the necessary repairs to the sewer line prior to repaving the street; and

WHEREAS, because of these public safety and environmental dangers, the Mayor invoked the emergency procurement process, pursuant to Section 31-7-13 (k), a copy of which is attached to this Order and made a part of these minutes; and

WHEREAS, pursuant to the emergency procurement process, a contract was executed with Hemphill Construction Company, Inc. for an amount not to exceed \$40,000.00, a copy of which is attached to this Order and made a part of these minutes; and

WHEREAS, the contract was completed, the final contract amount was \$19,358.27, a copy of Invoice #1/Final of which is attached to this Order and made a part of these minutes, and the contractor's surety consented to the release of final payment.

IT IS, THEREFORE, ORDERED that the contract with Hemphill Construction Company, Inc. for an amount not to exceed \$40,000.00 for emergency sanitary sewer repair work at 350 Meadowbrook Road is ratified.

IT IS, FURTHER, ORDERED that the Mayor is authorized to execute Change Order #1/Final to the contract of Hemphill Construction Company, Inc. for emergency sanitary sewer repair work at 350 Meadowbrook Road and authorize final payment in the amount of \$19,358.27 to Hemphill Construction Company, Inc.

IT IS, FURTHER, ORDERED that the Municipal Clerk publish the Notice of Completion for the emergency sanitary sewer repair work at 350 Meadowbrook Road.

Agenda Item No.
11.8.2022
(Hillman, Lumumba)

30

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

November 2, 2022

DATE

P O I N T S		C O M M E N T S
1.	Brief Description/Purpose	Ratifying a sewer contract for emergency sewer repair work at 350 Meadowbrook Rd and closing out the contract
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	Residents on the City sewer system in and around 350 Meadowbrook Rd
4.	Benefits	Replacement of a failed sewer line at 350 Meadowbrook Rd
5.	Schedule (beginning date)	Ratification upon Council approval
6.	Location: ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable	350 Meadowbrook Rd (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	Original contract: \$40,000.00 Final contract amount: \$19,358.27
9.	Source of Funding ▪ General Fund <input type="checkbox"/> ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input checked="" type="checkbox"/>	Modernization Tax Fund 372 372 52290 6824
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: Jordan Hillman
Interim Director
Date: November 2, 2022
Subject: Agenda Item for City Council Meeting

Attached you will find an item for the agenda ratifying a contract with Hemphill for emergency sanitary sewer repair work at 350 Meadowbrook Road and closing out the contract. There was a sewer failure beneath 350 Meadowbrook Road resulting in sewer overflowing out of the ground. Because this condition endangered the health and safety of residents, the City invoked the emergency procurement process pursuant to Section 31-7-13 (k) of state law and reached out to three companies for quotes. The quote of Hemphill to make the repair was in an amount not to exceed \$40,000.00.

Hemphill completed the work and found less damaged pipe than anticipated. The final contract amount was \$19,358.27. This agenda item closes out the contract as well. It is the recommendation of Public Works that this agenda item be approved. If you have any questions or comments, please do not hesitate to call me at (601) 960-2091.

**DECLARATION INVOKING THE EMERGENCY
PROCUREMENT PROCEDURE**

I. REQUEST

The City recently let a road resurfacing project for a portion of Meadowbrook Road. The Contractor has begun work on the project, however, during construction two collapses of the sewer line near 350 Meadowbrook Road within the limits of the project were discovered. Due to the nature of the funding source, these repairs cannot be added to the project as a change order.

City staff cannot make the repairs in time to avoid a delay in the resurfacing project. Consequently, in order to avoid a costly delay in the road resurfacing project, I am requesting that these two sewer collapses within the limits of the road resurfacing project be declared an emergency. This will allow the road resurfacing contractor to make two point repairs at an estimated cost of \$40,000.00 and avoid delaying the road resurfacing project.

Accordingly, I request that you declare that this situation constitutes an "emergency" as that term is defined in Section 31-7-1 of the Mississippi Code Annotated of 1972, as amended, and authorize contract to make repairs to the sewer line near 350 Meadowbrook Road, pursuant to Section 31-7-13 (k) of the Mississippi Code Annotated of 1972, as amended.

As background information to assist in your determination that an emergency exists, I have attached a memorandum from Mary D. Carter, Deputy Director, Water-Sewer Operations. I have also obtained the review and approval of the Office of the City Attorney, the Chief Financial Officer, and the Chief Administrative Officer as evidenced by the signatures below.




Marlin King
Director, Department of Public Works

6/22/22

DATE

II. REVIEWED AND APPROVED



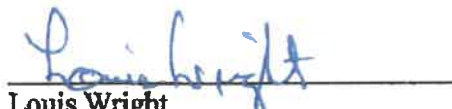
Terri Martin
City Attorney

6/27/22
DATE



Fidelis Malembeka
Chief Financial Officer

06/23/22
DATE



Louis Wright
Chief Administrative Officer

06/23/22
DATE

III. DECLARATION OF EMERGENCY

I hereby determine that two sewer collapses in the vicinity of 350 Meadowbrook Road, which is within the limits of an ongoing street resurfacing project constitutes an emergency as that term is defined under Section 31-7-1 of the Mississippi Code Annotated of 1972, as amended, so that the delay incident to giving opportunity for competitive bidding would be detrimental to the interest of the City of Jackson, Mississippi and its citizens, and that a contract to make two point repairs to a sewer line near 350 Meadowbrook Road, is authorized pursuant to Section 31-7-13 (k) of the Mississippi Code Annotated of 1972, as amended.

According, this request is approved, effective June 15, 2022.



CHOKWE A. LUMUMBA
Mayor

6/30/2022
DATE

Department of Public Works



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

Chokwe Antar Lumumba
Mayor of the City of Jackson

MEMORANDUM

TO: Marlin King, Director, Department of Public Works
FROM: Mary D. Carter, Deputy Director, Water-Sewer Operations
RE: Emergency Procurement for Sewer Repairs on Meadowbrook Road
DATE: June 22, 2022

The City recently let a road resurfacing project for a portion of Meadowbrook Road. The Contractor has begun work on the project, however, during construction two collapses of the sewer line near 350 Meadowbrook Road within the limits of the project were discovered. Due to the nature of the funding source, these repairs cannot be added to the project as a change order.

City staff cannot make the repairs in time to avoid a delay in the resurfacing project. Consequently, in order to avoid a costly delay in the road resurfacing project, I am requesting that these two sewer collapses within the limits of the road resurfacing project be declared an emergency. This will allow the road resurfacing contractor to make two point repairs at an estimated cost of \$40,000.00 and avoid delaying the road resurfacing project. I have attached a copy of the repair quote.

Please let me know if you have any questions.

CONTRACT

This Contract, made this the 6th day of July, 2023 by and between the CITY OF JACKSON, MISSISSIPPI, a municipal corporation, hereinafter called "OWNER" and Hemphill Construction Company, Inc. located in Florence Mississippi, hereinafter called the "CONTRACTOR".

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

1. THE CONTRACTOR will commence and complete the construction of the Meadowbrook Road Sewer Emergency Repair Project and being more completely described in the Bid Form for the project.
2. The CONTRACTOR will commence the work required by the CONTRACT DOCUMENTS within one day after the time of the NOTICE TO PROCEED and will work as directed by the City Utility Manager or the City Engineering Manager until such time as the work described in the Bid Form for this project is complete, including Alternate No. 1.
3. The term "CONTRACT DOCUMENTS" means and includes CONTRACTOR'S bid, Contract, Payment Bond, Performance Bond, Special Conditions, City of Jackson's Standard Specifications and General Provisions, Supplements and Amendments to the City of Jackson General Provisions, Special Provisions (if any), Notice to Proceed, and all subsequent Change Orders, Supplemental Agreements and/or other modifications to the Contract.
4. The CONTRACTOR agrees to furnish all materials in place and to faithfully complete all of said work contemplated by this Contract in good and workmanlike manner, strictly in accordance with said Contract Documents and other requirements of the OWNER, under the direct observation of and to the complete satisfaction of the Director, or his authorized representatives, and in accordance with the Laws of the State of Mississippi and the Ordinances of the City of Jackson, for which the OWNER hereby agrees to pay and the CONTRACTOR agrees to accept a sum of money in current funds equal to the total value of the work complete in place, computed by multiplying the final quantities of each item of work by the Contract unit prices therefor as stated in the June 21, 2022 Point Repair Quote, attached hereto and made a part hereof, plus the amount of any supplemental agreements and force accounts for other work authorized and performed; which shall not exceed the sum of Forty thousand and no/100 Dollars (\$ 40,000.00), in full compensation for furnishing all materials, the doing of all work contemplated under the Contract, as well as all loss or damage, if any, arising out of the

nature of the work, the CONTRACTOR assuming all risks of every kind and description in the performance of this Contract.

5. The CONTRACTOR agrees and binds himself (itself) to indemnify and save harmless and to defend any claims or suits against OWNER, its employees and its agents by reason of any claims for damages arising from the performance of this Contract as a result of negligence on the part of the CONTRACTOR, or from any suit or claim brought against OWNER by reason of alleged damages or the taking of property under Section 17 of the Mississippi Constitution of 1890, and particularly from the use of the streets being constructed or improved under this Contract.
6. The CONTRACTOR shall provide proof of general liability insurance meeting the requirements set forth in the Emergency Contract Supplements and Amendments.
7. Any covenant, promise and/or agreement contained elsewhere to indemnify or hold harmless another person from that person's own negligence is void and wholly unenforceable. This does not apply to construction bonds or insurance contracts or agreements.
8. Attached hereto and made a part of this Contract is a Performance Bond, executed by a Surety Company doing business in the State of Mississippi in the sum of Forty thousand and no/100 dollars (\$40,000.00).
9. Attached hereto and made a part of this Contract is a Payment Bond, executed by a Surety Company doing business in the State of Mississippi in the sum of Forty thousand & no/100 dollars (\$ 40,000.00).
10. Upon execution of the Performance and Payment Bonds and before commencing work contained in the Contract Documents, the CONTRACTOR shall be required to make payment of all taxes, licenses, assessments, contributions, damages, penalties, and interest thereon, when and as the same as may lawfully be due this state, or any county, municipality, board, department, commission or political subdivision thereof, by reason of and directly connected with the performance of this Agreement. In the event of default of the prompt payment of all such taxes, licenses, assessments, contributions, damages, penalties and interest thereon as may be due by the CONTRACTOR, a direct proceeding on the bonds may be brought in any court of competent jurisdiction by the proper officer or agency having lawful authority to do so to enforce such payment, the right to do so is cumulative and in addition to other remedies as may be provided by law.
11. The CONTRACTOR agrees to allow the OWNER, or any of their duly authorized representatives, access to any books, documents, papers and records of the CONTRACTOR which are directly pertinent to the project which is the subject of this

Contract, for the purpose of making audits, examinations, excerpts and transcriptions, and CONTRACTOR agrees to insert an identical clause in any and all subcontracts.

12. That the Contract may be annulled by the OWNER for reason set forth in Section 8.08 of the Standard Specifications, amended by the Emergency Contract Supplements and Amendments.
13. The OWNER will pay CONTRACTOR according to the Contract Documents, particularly, the Special Provisions.
14. This Contract shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.
15. The CONTRACTOR shall only use materials grown, produced, prepared, made and/or manufactured within the State of Mississippi, unless when such materials made outside of the State of Mississippi are of like quality and can be secured at a lower cost or any materials of a better quality can be acquired at a reasonable cost.
16. CONTRACTOR shall employ only workmen and laborers who have actually resided in the State of Mississippi for two (2) years preceding employment. In the case that laborers or workmen cannot be found that meet such qualifications; the CONTRACTOR shall notify the OWNER in writing. Unless the OWNER supplies the CONTRACTOR with satisfactory workmen or laborers needed, the CONTRACTOR will be authorized to employ workmen or laborers not meeting these qualifications.
17. The CONTRACTOR agrees to guaranty the work for a period of one (1) year from the date of the final inspection and acceptance. CONTRACTOR further agrees to furnish any additional bonds as deemed necessary by the OWNER.


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IN WITNESS THEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Contract in four (4) counterparts, each of which shall be deemed an original on the date first above written.

CITY OF JACKSON, MISSISSIPPI

Hemphill Construction Company, Inc.
CONTRACTOR

BY  CPM
Mayor

By: 
Richard A. Rula, President

ATTEST 
City Clerk

ATTEST 
Mary Beth Harrison, Secretary

(Seal)

(Seal)

CORPORATE CERTIFICATE

I, Mary Beth Harrison certify that I am the Secretary of the Corporation named as CONTRACTOR in the foregoing Contract; that Richard A. Rula, who signed said Contract on behalf of the CONTRACTOR was then President of said Corporation; that said Contract was duly signed for and in behalf of said Corporation by authority of its governing body and is within the scope of its corporate powers.

Mary Beth Harrison
Secretary

Corporate Seal

PARTNERSHIP CERTIFICATE

STATE OF
ss.
COUNTY OF

On this _____ day of _____, 20__, before me personally appeared _____, known to me and known by me to be the person who executed the above instrument, who being by me first duly sworn, did depose and say that he is a general partner in the firm of _____; that said firm consist of himself and _____; and that he executed the foregoing instrument on behalf of said firm for the uses and purposes stated herein.

Notary Public in the County of _____

Notary Seal

State of _____

My Commission Expires:

PERFORMANCE BOND

Bond # K41584099

STATE OF MISSISSIPPI

COUNTY OF HINDS

**Meadowbrook Road Sewer Emergency Project
City Project No.**

KNOW ALL MEN BY THESE PRESENTS: that

Hemphill Construction Company, Inc.

(Name of CONTRACTOR)

P O Drawer 879 Florence MS 39073-0879

(Address of CONTRACTOR)

a Corporation, hereinafter called Principal, and
(Corporation, Partnership, or Individual)

Federal Insurance Company

(Name of Surety)

P O Box 1650 Whitehouse Station NJ 08889-1650

(Address of Surety)

hereinafter called SURETY, are held and firmly bound unto

CITY OF JACKSON

219 South President Street, P.O. Box 17, Jackson, Mississippi 39205

hereinafter called OWNER, in the penal sum of

Forty Thousand Dollars (\$ 40,000.00)

in lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the OWNER, dated the 6th day of July, 2023, a copy of which is hereto attached and made a part hereof for the construction of:

City Project No.

Meadowbrook Road Sewer Emergency Project

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said Contract during the original term thereof, and any extensions thereof which may be granted by the OWNER, with or without notice to the SURETY and during the one (1) year guaranty period, and if he shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the OWNER from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the OWNER all outlay and expense which the OWNER may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

02/24/2020

PROVIDED FURTHER, that the said SURETY, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any wise affect its obligation on the BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

PROVIDED FURTHER, that no final settlement between the OWNER, and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in five (5) counterparts, each one of which shall be deemed an original, this the 6th day of July, 2022

ATTEST:

Mary Beth Harrison
(Principal) Secretary Mary Beth Harrison

(SEAL)

Hemphill Construction Company, Inc.
CONTRACTOR
BY: Richard A. Rula (S)
Richard A. Rula, President
P O Drawer 879 Florence MS 39073-0879
Address

Witness as to Principal
P O Drawer 879
Address
Florence MS 39073-0879

ATTEST:

Dawn M. Chloros
(Surety) Secretary Dawn M. Chloros

(SEAL)
Sueann D. Johnson
Witness as to Surety
2640 South Frontage Road
Address
Vicksburg MS 39180

Federal Insurance Company
Surety
BY: Mary Anne Goodin
Attorney-in-Fact Mary Anne Goodin
P O Box 1650
Address
Whitehouse Station NJ 08889-1650

NOTE: Date of BOND must not be prior to date of Contract. If CONTRACTOR is Partnership, all partners should execute BOND.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the PROJECT is located.

02/24/2020



Power of Attorney

Federal Insurance Company | Vigilant Insurance Company | Pacific Indemnity Company

Know All by These Presents, that FEDERAL INSURANCE COMPANY, an Indiana corporation, VIGILANT INSURANCE COMPANY, a New York corporation, and PACIFIC INDEMNITY COMPANY, a Wisconsin corporation, do each hereby constitute and appoint Ronald Lee Andrews, Mary Anne Goodin and Susan G. Johnston of Vicksburg, Mississippi

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bid bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY have each executed and attested these presents and affixed their corporate seals on this 1st day of August, 2018.

Dawn M. Chloros

Dawn M. Chloros, Assistant Secretary

Stephen M. Haney

Stephen M. Haney, Vice President



STATE OF NEW JERSEY

County of Hunterdon

On this 1st day of August, 2018, before me, a Notary Public of New Jersey, personally came Dawn M. Chloros, to me known to be Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY, the companies which executed the foregoing Power of Attorney, and the said Dawn M. Chloros, being by me duly sworn, did depose and say that she is Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY and knows the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of said Companies; and that she signed said Power of Attorney as Assistant Secretary of said Companies by the authority; and that she is acquainted with Stephen M. Haney, and knows him to be Vice President of said Companies; and that the signature of Stephen M. Haney, subscribed to said Power of Attorney is in the genuine handwriting of Stephen M. Haney, and was thereto subscribed by authority of said Companies and in deponent's presence.

Notarial Seal



KATHERINE J. ADELAAR
NOTARY PUBLIC OF NEW JERSEY
No. 2318888
Commission Expires July 18, 2024

Katherine J. Adelaar
Notary Public

CERTIFICATION

Resolutions adopted by the Boards of Directors of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY on August 30, 2018:

RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into in the ordinary course of business (such as "Written Commitments"):

- (1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.
(2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in each person's written appointment as such attorney-in-fact.
(3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
(4) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing to any other officer of the Company the authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
(5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested.

I, Dawn M. Chloros, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY (the "Companies") do hereby certify that

- (i) the foregoing Resolutions adopted by the Board of Directors of the Companies are true, correct and in full force and effect,
(ii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Whitehouse Station, NJ, this

6th day of July, 2022



Dawn M. Chloros

Dawn M. Chloros, Assistant Secretary

IN THE EVENT YOU WISH TO VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT:

Tel: phone (908) 909-3499 Fax (908) 909-3866 e-mail: surety@chubb.com

Bond # K41584099

PAYMENT BOND
STATE OF MISSISSIPPI
COUNTY OF HINDS

Meadowbrook Road Sewer Emergency Project
City Project No. _____

KNOW ALL MEN BY THESE PRESENTS: that

Hemphill Construction Company, Inc.

(Name of CONTRACTOR)

P O Drawer 879 Florence MS 39073-0879

(Address of CONTRACTOR)

a Corporation, hereinafter called Principal, and
(Corporation, Partnership, or Individual)

Federal Insurance Company

(Name of Surety)

P O Box 1650 Whitehouse Station NJ 08889-1650

(Address of Surety)

hereinafter called SURETY, are held and firmly bound unto

CITY OF JACKSON

219 South President Street, P.O. Box 17, Jackson, Mississippi

hereinafter called OWNER, in the penal sum of _____
Forty Thousand Dollars (\$ 40,000.00) in lawful
money of the United States of America, for the payment of which sum well and truly to be made,
we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a
certain contract with the OWNER, dated the 6th day of July, 2022,
a copy of which is hereto attached and made a part hereof for the construction of:

City Project No.

Meadowbrook Road Sewer Emergency

Project

NOW, THEREFORE, if the Principal shall promptly make payments to all persons, firms,
SUBCONTRACTORS and corporations furnishing materials for or performing labor in the
prosecution of the WORK provided for in such Contract, and any authorized extension or
modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and
coke, repairs on machinery, equipment and tools, consumed or used in connection with the
construction of such WORK, and all insurance premiums on said WORK, and for all labor,
performed in such WORK whether by SUBCONTRACTOR or otherwise, then this obligation
shall be void; otherwise, to remain in full force and effect.

02/24/2020

PROVIDED FURTHER, that the said SURETY, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any wise affect its obligation on the BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

PROVIDED FURTHER, that no final settlement between the OWNER, and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in five (5) counterparts, each one of which shall be deemed an original, this the 6th day of July, 2022

ATTEST:

Mary Beth Harrison
(Principal) Secretary Mary Beth Harrison

(SEAL)

Hemphill Construction Company, Inc.
CONTRACTOR
BY: Richard A. Rula (s)
Richard A. Rula, President
P O Drawer 879 Florence MS 39073-0879
Address

Witness as to Principal
P O Drawer 879
Address
Florence MS 39073-0879

ATTEST:

Dawn M. Chloros
(Surety) Secretary Dawn M. Chloros

(SEAL)

Witness as to Surety
2640 South Frontage Road
Address
Vicksburg MS 39180

Federal Insurance Company
Surety
BY: Mary Anne Goodin
Attorney-in-Fact Mary Anne Goodin
P O Box 1650
Address
Whitehouse Station NJ 08889-1650

NOTE: Date of BOND must not be prior to date of Contract. If CONTRACTOR is Partnership, all partners should execute BOND.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the PROJECT is located.

02/24/2020

CHUBB

Power of Attorney

Federal Insurance Company | Vigilant Insurance Company | Pacific Indemnity Company

Know All by These Presents, That **FEDERAL INSURANCE COMPANY**, an Indiana corporation, **VIGILANT INSURANCE COMPANY**, a New York corporation, and **PACIFIC INDEMNITY COMPANY**, a Wisconsin corporation, do each hereby constitute and appoint **Ronald Lee Andrews, Mary Anne Goodin and Susan G. Johnston of Vicksburg, Mississippi**

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bill bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

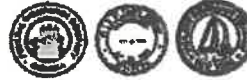
In Witness Whereof, said **FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY** have each executed and attested these presents and affixed their corporate seals on this 1st day of August, 2019.

Dawn M. Chioros

Dawn M. Chioros, Assistant Secretary

Stephen M. Haney

Stephen M. Haney, Vice President



STATE OF NEW JERSEY

County of Hudson

On this 1st day of August, 2019, before me, a Notary Public of New Jersey, personally came Dawn M. Chioros, to me known to be Assistant Secretary of **FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY**, the companies which executed the foregoing Power of Attorney, and the said Dawn M. Chioros, being by me duly sworn, did depose and say that she is Assistant Secretary of **FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY** and knows the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of said Companies; and that she signed said Power of Attorney as Assistant Secretary of said Companies by like authority; and that she is acquainted with Stephen M. Haney, and knows him to be Vice President of said Companies; and that the signature of Stephen M. Haney, subscribed to said Power of Attorney is in the genuine handwriting of Stephen M. Haney, and was thereto subscribed by authority of said Companies and in deponent's presence.

Notarial Seal



KATHERINE J. ADELAAR
NOTARY PUBLIC OF NEW JERSEY
No. 2318888
Commission Expires July 18, 2024

Katherine J. Adelaar
Notary Public

CERTIFICATION

Resolutions adopted by the Boards of Directors of **FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY** on August 30, 2016:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into in the ordinary course of business (each a "Written Commitment"):

- (1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.
- (2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such person's written appointment as such attorney-in-fact.
- (3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (4) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing to any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested."

I, Dawn M. Chioros, Assistant Secretary of **FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY** (the "Companies") do hereby certify that

- (1) the foregoing Resolutions adopted by the Board of Directors of the Companies are true, correct and in full force and effect,
- (2) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Whitehouse Station, NJ, this

16th day of July, 2022

Dawn M. Chioros

Dawn M. Chioros, Assistant Secretary



IN THE EVENT YOU WISH TO VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT:

Telephone (908) 903-3493 Fax (908) 903-3036 e-mail: surety@chubb.com



HEMPCON365

ACREWS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
7/6/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).


PRODUCER Fisher Brown Bottrell Insurance, Inc. P. O. Box 1490 Jackson, MS 39215	CONTACT NAME: Denise Jacobs PHONE (A/C, No, Ext): (601) 960-7445 FAX (A/C, No): (601) 208-8465 E-MAIL ADDRESS: DJacobs@fbins.com	
	INSURER(S) AFFORDING COVERAGE	
INSURED Hemphill Construction Company, Inc. Drawer 879 Florence, MS 39073	INSURER A: Zurich American Insurance Company	NAIC# 16535
	INSURER B: Travelers Property Casualty Company of America	26674
	INSURER C: Aspen American Insurance Co.	43480
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSURER I.D.#	TYPE OF INSURANCE	ADDITIONAL INSURED (IND) / WAIVED (WVD)	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:		GL0015151404	2/1/2022	2/1/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (EA occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/PROP AGG \$ 2,000,000 EBL AGGREGATE \$ 2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY		BAP015151504	2/1/2022	2/1/2023	COMBINED SINGLE LIMIT (EA accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		CUP8559631222NF	2/1/2022	2/1/2023	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y	WC015151304	2/1/2022	2/1/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Excess		CX00FD222	2/1/2022	2/1/2023	15,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: HCC Project # H22124

CERTIFICATE HOLDER City of Jackson, Mississippi PO Box 17 Jackson, MS 39205	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 



AGENCY CUSTOMER ID: HEMPCON365

ACREWS

LOC #: 1

ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY Fisher Brown Bottrell Insurance, Inc.		NAMED INSURED Hemphill Construction Company, Inc. Drawer 878 Florence, MS 39073	
POLICY NUMBER SEE PAGE 1			
CARRIER SEE PAGE 1	NAIC CODE SEE P 1	EFFECTIVE DATE: SEE PAGE 1	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Certificate Wording

The general liability, automobile liability & Umbrella Liability policies contain blanket additional insured wording on a primary/non-contributory basis when required by written contract. General liability includes ongoing and completed operations for Additional Insureds when required by written contract. General Liability, Automobile Liability, Workers Compensation & Umbrella Liability policies contain blanket waiver of subrogation wording when required by written contract. Blanket 30 day notice of cancellation to certificate holders in regards to General Liability, Auto Liability and Workers Compensation when required by written contract. Richard Rula and Stephen Rula are excluded from Workers Compensation Coverage. All coverage is subject to policy terms, conditions and exclusions.



P.O. Drawer 879
Florence, MS 39073-0879

Phone: 601-932-2060
Fax: 601-932-2550

Municipal & Public Works Construction

Heavy & Highway Construction

June 21, 2022
City of Jackson
P.O. Box 17
Jackson, MS 39205-0017

Attn: Robert Lee, P.E.

RE: Point Repair Quote – 350 Meadowbrook Road

Dear Mr. Lee,

In regard to your request for a written quotation to perform two 6" point repair on an existing sanitary sewer line, please find our breakdown of our labor and equipment rates on the following pages. The total unit rate includes maintenance, fuel, overhead, profit, and other associated cost with the labor and equipment. Material, Rent, Subcontractors will be charged at invoiced cost plus 3.5% contractor's tax and a net 15% markup. We estimate this project to be approximately \$40,000.00. Pricing is valid for 30 calendar days.

Sincerely,

HEMPHILL CONSTRUCTION COMPANY, INC

A handwritten signature in black ink, appearing to read "A Heard".

Andrew Heard
Project Manager

The difficult we do immediately, the impossible takes a little longer!



P.O. Drawer 879
Florence, MS 39073-0879

Phone: 601-932-2060
Fax: 601-932-2550

Municipal & Public Works Construction

Heavy & Highway Construction

Current Labor and Equipment Rates:

Description	Hourly Rate
Superintendent	\$ 148.50
Foreman	\$ 121.00
Trackhoe Operator	\$ 58.00
Front End Loader Operator	\$ 50.00
Dozer Operator	\$ 50.00
Pipelayer	\$ 55.00
Labor	\$ 45.00
Pickup Truck	\$ 40.00
Flatbed Truck	\$ 45.00
Tractor with Lowboy	\$ 297.00
Trackhoe (308)	\$ 155.00
Trackhoe (320)	\$ 235.00
Trackhoe (336)	\$ 295.00
Small Dozer (D3)	\$ 190.75
Small Incidental Tools	\$ 18.75
Trench Box	\$ 30.00
Front End Loader	\$ 125.00
Vacuum Excavator	\$ 245.00
Broom	\$ 225.00
Skid Steer	\$ 98.00

The difficult we do immediately, the impossible takes a little longer!

Office of the City Attorney


455 East Capitol Street
Post Office Box 2779
Jackson, Mississippi 39207-2779
Telephone: (601) 960-1799
Facsimile: (601) 960-1750

OFFICE OF THE CITY ATTORNEY
NOV 3 2022

OFFICE OF THE CITY ATTORNEY

This **ORDER RATIFYING A CONTRACT WITH HEMPHILL CONSTRUCTION COMPANY, INC. FOR SANITARY SEWER EMERGENCY REPAIR WORK AT 350 MEADOWBROOK ROAD AND AUTHORIZING THE MAYOR TO EXECUTE CHANGE ORDER #1/FINAL AND AUTHORIZING FINAL PAYMENT AND PUBLICATION OF THE NOTICE OF COMPLETION** is legally sufficient for placement in NOVUS Agenda.



Catoria P. Martin, *CITY ATTORNEY*
Terry Williamson, *Legal Counsel* 

11/3/22

DATE



P.O. Drawer 879
Florence, MS 39073-0879

Phone: 601-932-2060
Fax: 601-932-2550

Municipal & Public Works Construction

Heavy & Highway Construction

INVOICE

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

Attn: Robert Lee
rlee@city.jackson.ms.us

Mail Payment to:
Hemphill Construction Company, Inc.
P.O. Drawer 879
Florence, MS 39073-0879

DATE: 10/17/22

INVOICE #: 4515-H22124-01 Final

JOB RE: Meadowbrook Road
Sewer Emergency
Repair Project

TERMS: Net 45

See attached breakdown.

Work completed through July 25 - July 31, 2022.

Please Pay From This Invoice

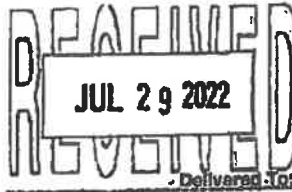
The difficult we do immediately, the impossible takes a little longer!

Item	Description	Previous Quantity	Current Quantity	Quantity To Date	Unit	Unit Price	Total
I. Labor and Equipment							
	SUPERINTENDANT		10.00	10.00	HR	\$ 148.50	\$ 1,485.00
	FOREMAN		23.50	23.50	HR	\$ 121.00	\$ 2,843.50
	TRACKHOE OPERATOR		21.50	21.50	HR	\$ 58.00	\$ 1,247.00
	TRACKHOE OPERATOR		22.00	22.00	HR	\$ 58.00	\$ 1,276.00
	PIPELAYER		21.50	21.50	HR	\$ 55.00	\$ 1,182.50
	PIPELAYER		15.00	15.00	HR	\$ 55.00	\$ 825.00
	LABOR		22.00	22.00	HR	\$ 45.00	\$ 990.00
	TRACTOR WITH LOWBOY		2.00	2.00	HR	\$ 297.00	\$ 594.00
	PICKUP		20.00	20.00	HR	\$ 40.00	\$ 800.00
	2-TON FLATBED TRUCK		20.00	20.00	HR	\$ 45.00	\$ 900.00
	SMALL INCIDENTAL TOOLS		20.00	20.00	HR	\$ 18.75	\$ 375.00
	TRACKHOE 308		12.00	12.00	HR	\$ 155.00	\$ 1,860.00
	FRONT END LOADER		7.00	7.00	HR	\$ 125.00	\$ 875.00
Subtotal I. Labor and Equipment							\$ 15,253.00
II. Materials Rentals Subcontractors							
1	MMC Materials Invoice #777887					\$	728.18
2	Eagle Pipe Invoice #84353					\$	889.14
3	Eagle Pipe Invoice #84347					\$	17.80
4	MMC Materials Invoice #777880					\$	354.76
5	White Sands Invoice #35867					\$	436.48
6	Rhodes Trucking					\$	1,260.00
	Contractor's Fee (15%)					\$	519.65
	MS Contractor's Tax (3.5%)					\$	121.25
Subtotal II. Materials Rentals Subcontractors							\$ 4,105.27
Total To Date							\$ 19,358.27
Less Previous Payments							\$ -
Total Due							\$ 19,358.27

INVOICE



MMC Materials, Inc.
 Central MS Area
 P. O. Box 2749
 Madison MS 39180
 Inquiries: (601)973-2083



Invoice #: 777657
 Date: 07/25/2022
 Customer No: 740690
 PO: H22124

Credit Terms: All invoices are due 30 days from invoice date. A finance charge of 1.5% per month shall be applied to any late payments. Any delivery fees or other collection fees incurred by MMC Materials shall be reimbursed by customer.

Sold To:
 6243 1 AB 0.481 E0063X 00078 D941777319 62 P9160082 0001:0002



HEMPHILL CONSTRUCTION CO, INC / CENTRAL MS.
 PO BOX 879
 FLORENCE MS 39073-0879

Sale Date	Ticket	Description	Location	Units UM	Unit Price	Matl Total	Tax Code	Tax	Total
07/25/2022	70099	CRUSHED CONCRETE CONSIGNMENT	30119	15.480 TON	24.50 E	379.26	JXC	0.00	379.26
07/25/2022	70100	CRUSHED CONCRETE CONSIGNMENT	30118	14.180 TON	24.50 E	346.92	JXC	0.00	346.92
Total:		CRUSHED CONCRETE CONSIGNMENT		29.660 TON		726.18		0.00	726.18
Total Invoice:						726.18		0.00	726.18

P.O. YES _____ NO _____
 JOB # H22124
 PHASE # 206104
 COST TYPE 04
 INITIALS (Signature)

SAVE TIME AND MONEY WITH OUR FREE E-BILLING/INVOICING SERVICE!

We now offer three convenient ways for you to receive your invoices: email, fax or a secure web site. Our goal is to make it easy for you to receive and manage your invoices. For the ultimate in convenience you can use our Invoice Gateway site. You will be notified by email when new invoices are posted. You can search, sort, view, print, and download on this site.

Enroll in Invoice Gateway today at <http://mmcmaterials.billtrust.com> and use the web token listed at the bottom of this bill. For delivery via email or fax please call the contact listed on your bill.

Payment Type: On Account

Total: 726.18

TO VIEW ONLINE GO TO: <http://mmcmaterials.billtrust.com> USE THIS ENROLLMENT CODE: FGZ RST BXM



450 Industrial Drive
Jackson MS 39209

Your single source for water, sewer, gas, drainage and erosion control needs.


INVOICE

Date	Account #	Invoice #	Due Date
7/27/2022	HCC-H22124	64959	8/26/2022
FAX		PHONE	
601-487-7474		601-487-7473	

BILL TO	SHIP TO
Hemphill Construction Company, Inc. PO Drawer 879 Florence, MS 39073	Hemphill Construction Company H22124 Wendell - 601-770-2881 Meadowbrook Road Jackson, MS

PO or JOB #	TERMS	REP	ORDER DATE	VIA	F.O.B.	JOB/PROJECT
H22124 / Corky	1% 10 Net 30	NRP	7/25/2022	Eagle Truck	Jobsite	H22124 - Meadowbrook Road (Utilities)

QTY	DESCRIPTION	UNIT	EXT
56	6in SDR28 HW Sewer Pipe (ps115) (14ft length) (Gasket Joint) # 6SDR28HWK14	8.02	449.12
4	6in x 6in Concrete x PVC Flexible Sewer Coupling # PCX08-66	16.35	65.40
2	6in x 6in SDR35 PVC Tee Wye (Gasket Joint x Gasket Joint) # 6X6SDR35TYG	77.30	154.60
2	Gallon Pipe Joint Lube - 8lb Bucket (Ease On) # GLP1	0.01	0.02

H22124 - 100104-04


Please make your check payable to Eagle Pipe and Supply, LLC and remit to the above address.
 Terms are Net 30 days. All past due accounts are subject to a finance charge of 1.5% per month (18% per annum).
 We will not accept goods returned without permission and then goods are subject to inspection for decision on possible credit.
 To avoid late fees, allow 5 or more days for postal delivery.

Payments on account with a credit card will incur a 4% transaction fee.

Subtotal:	\$669.14
Sales Tax: (0.0%)	\$0.00
Total:	\$669.14



450 Industrial Drive
Jackson MS 39209

Your single source for water, sewer, gas, drainage and
erosion control needs.

INVOICE

Date	Account #	Invoice #	Due Date
7/27/2022	HCC-H22124	64347	8/25/2022
FAX		PHONE	
601-487-7474		601-487-7473	

DEADLINE
JUL 29 2022
SHIP TO

BILL TO		Hemphill Construction Company, Inc. Inc.	
PO Drawer 879 Florence, MS 38073		Hemphill Construction Company H22124 Wentfall - 601-770-2281 Meadowbrook Road Jackson, MS	

PO or JOB #	TERMS	REP	ORDER DATE	VIA	F.O.B.	JOB/PROJECT
H22124/CORKY	1% 10 Net 30	NRP	7/26/2022	Eagle Truck	Jobsite	H22124 - Meadowbrook Road (Utilities)

QTY	DESCRIPTION	UNIT	EXT
1	6in x 4in PVC x PVC Flexible Sewer Coupling # PCX58-64	17.80	17.80

H22124 - 200204-04

Ⓟ

Please make your check payable to Eagle Pipe and Supply, LLC and remit to the above address.
Terms are Net 30 days. All past due accounts are subject to a finance charge of 1.5% per month (18% per annum).
We will not accept goods returned without permission and then goods are subject to inspection for decision on possible credit.
To avoid late fees, allow 5 or more days for postal delivery.

Payments on account with a credit card will incur a 4% transaction fee.

Subtotal:	\$17.80
Sales Tax: (0.0%)	\$0.00
Total:	\$17.80



MMC Materials, Inc.
 Central MS Area
 P. O. Box 2749
 Madison MS 39130
 Inquiries: (601)973-2093

RECEIVED
 AUG. 02 2022

INVOICE

Invoice #: 777680
 Date: 07/29/2022
 Customer No: 740690
 PO: H22124

Credit Terms: All Invoices are due 30 days from Invoice date. A finance charge of 1.5% per month shall be applied to any late payments. Any attorney fees or other collection fees incurred by MMC Materials shall be reimbursed by customer.

Sold To:
 1917 1 AB 0.481 ED021X 10041 08435841768 82F8182712 0001:8003

Delivered To:



HEMPHILL CONSTRUCTION CO. INC / CENTRAL MS.
 PO BOX 879
 FLORENCE MS 39073-0879

Sale Date	Ticket	Description	Location	Units UM	Unit Price	Net Total	Tax Code	Tax	Total
07/29/2022	70152	CRUSHED CONCRETE CONSIGNMENT	80119	14.480 TON	24.60 E	354.76	JKC	0.00	354.76
Total:		CRUSHED CONCRETE CONSIGNMENT		14.480 TON		354.76		0.00	354.76
Total Invoiced:						354.76		0.00	354.76

P.O. YES ___ NO X
 JOB # H22124
 PHASE # 20064
 COST TYPE 04
 INITIALS AD

SAVE TIME AND MONEY WITH OUR FREE E-BILLING INVOICING SERVICE!

We now offer three convenient ways for you to receive your invoices: email, fax or a secure web site. Our goal is to make it easy for you to receive and manage your invoices. For the ultimate in convenience you can use our Invoice Gateway site. You will be notified by email when new invoices are posted. You can search, sort, view, print, and download on this site.

Enroll in Invoice Gateway today at <http://mmcmaterials.billtrust.com> and use the web token listed at the bottom of this bill. For delivery via email or fax please call the contact listed on your bill.

Payment Type: On Account

Total: 354.76

TO VIEW ONLINE GO TO: <http://mmcmaterials.billtrust.com> USE THIS ENROLLMENT CODE: **FGZ R87 8XM**

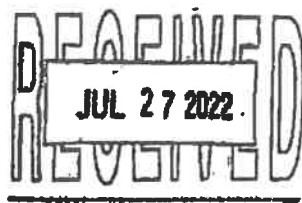
0001:0003

White Sands, Inc
 6051 I-55 South
 Byram, Ms 39272
 601-373-2712

Invoice

Date	Invoice #
7/25/2022	35867

Bill To
Hemphill Construction Co. attn: Mrs. Angie Oswalt P.O. Box 879 Florence, MS 39073-0879



P.O. No.	Terms	Other
Picked Up/ Corky		1

Ticket number	Tons	Rate	Amount
7/25/2022 Wash Gravel 13743	3.64	32.00	436.48
P.O. YES _____ NO <u> x </u> JOB # <u> H22124 </u> PHASE # <u> 200204 </u> COST TYPE <u> 04 </u> INITIALS <u> AS </u>			
Total			\$436.48

Sales Tax (7.0%)	\$0.00
-------------------------	--------

AA

MEMPHILL TRUCKER'S INVOICE FORM

Job #: H 22124
 Company Name: Rhodes Trucking
 Invoice Date From: 7-25-22 To: 7-29-22
 Bill To: Memphill Construction Co., Inc.

Email To: stanford@memphillconstruction.com
 Or Fax To: 601-420-8989

FOR TRUCKER'S USE:

DATE	LOADS	HOURS	TRUCK #	RATE	AMOUNT
7-25-22	S	10	95062	70.00	630.00
7-26-22	S	10	95063	65.00	650.00

TOTAL: 1280.00

FOR MEMPHILL USE ONLY:

LOADS	HOURS	JOB #	PHASE	COST TYPE	AMOUNT
S	(9)	H22124	200113	13	630.00
S	(9)	H22124	700213	13	630.00

PER APPROVAL: (Signature) TOTAL: 1260.00

According to the best of my knowledge and belief, I certify that the amounts shown in this Periodic Estimate for Partial Payment are correct, that all work has been performed and / or fully authorized deviations, substitutions, or additions that are set forth in this estimate and correct statement of the Contract account up to and including the last day of the period covered by the Periodic Estimate and that no part of the "Amount Due This Estimate" has been received.

Trucker's Signature: L.C. Rhodes
 Print Name: L.C. Rhodes

Date: 8-1-22

**CONSENT OF
SURETY COMPANY
TO FINAL PAYMENT**

OWNER
ARCHITECT
CONTRACTOR
SURETY
OTHER

AIA DOCUMENT G707

FEDERAL INSURANCE COMPANY BOND NO. K41584099

PROJECT: Meadowbrook Road Sewer Emergency Project

TO (Owner)
City of Jackson
P O Box 17
Jackson MS 39205

ARCHITECT'S PROJECT NO.:
CONTRACT FOR: SAME AS ABOVE
CONTRACT DATE: July 7, 2022

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the
(here insert name and address of Surety Company)

FEDERAL INSURANCE COMPANY
P O Box 1650
Whitehouse Station NJ 08889-1650

, SURETY COMPANY,

on bond of (here insert name and address of Contractor)

Hemphill Construction Company, Inc.
P O Drawer 879
Florence, MS 39073-0879

, CONTRACTOR,

hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve
the Surety Company of any of its obligations to (here insert name and address of Owner)

City of Jackson
P O Box 17
Jackson MS 39205

, OWNER

as set forth in the said Surety Company's bond.

IN WITNESS WHEREOF,
the Surety Company has hereunto set its hand this 17 day of October, 2022.

FEDERAL INSURANCE COMPANY
Surety Company

Mary Anne Goodin
Signature of Authorized Representative

Mary Anne Goodin
Title: Attorney In Fact

NOTE: This form is to be used as a companion document to AIA DOCUMENT G706, CONTRACTOR'S AFFIDAVIT OF PAYMENT OF
DEBTS AND CLAIMS, Current Edition

CONSENT OF SURETY COMPANY TO FINAL PAYMENT, APRIL 1970 EDITION, AIA ©
© 1970, THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVE., NW, WASHINGTON, D.C. 20006

ONE PAGE

FORM 15-10-87 (ED. 4-77)

CHUBB

Power of Attorney

Federal Insurance Company | Vigilant Insurance Company | Pacific Indemnity Company

Know All by These Presents, That **FEDERAL INSURANCE COMPANY**, an Indiana corporation, **VIGILANT INSURANCE COMPANY**, a New York corporation, and **PACIFIC INDEMNITY COMPANY**, a Wisconsin corporation, do each hereby constitute and appoint **Ronald Lee Andrews, Mary Anne Goodin and Susan G. Johnston** of Vicksburg, Mississippi

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said **FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY** have each executed and attested these presents and affixed their corporate seals on this 1st day of August, 2019.

Dawn M. Chloros

Dawn M. Chloros, Assistant Secretary

Stephen M. Haney

Stephen M. Haney, Vice President



STATE OF NEW JERSEY

County of Hunterdon

ss.

On this 1st day of August, 2019, before me, a Notary Public of New Jersey, personally came Dawn M. Chloros, to me known to be Assistant Secretary of **FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY**, the companies which executed the foregoing Power of Attorney, and the said Dawn M. Chloros, being by me duly sworn, did depose and say that she is Assistant Secretary of **FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY** and knows the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of said Companies; and that she signed said Power of Attorney as Assistant Secretary of said Companies by like authority; and that she is acquainted with Stephen M. Haney, and knows him to be Vice President of said Companies; and that the signature of Stephen M. Haney, subscribed to said Power of Attorney is in the genuine handwriting of Stephen M. Haney, and was thereto subscribed by authority of said Companies and in deponent's presence.

Notarial Seal



KATHERINE J. ADELAAR
NOTARY PUBLIC OF NEW JERSEY
No. 2316885
Commission Expires July 18, 2024

Katherine J. Adelaar
Notary Public

CERTIFICATION

Resolutions adopted by the Boards of Directors of **FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY** on August 30, 2016:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into in the ordinary course of business (each a "Written Commitment"):

- (1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.
- (2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such person's written appointment as such attorney-in-fact.
- (3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person (the attorney-in-fact of the Company) with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (4) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing to any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested."

I, Dawn M. Chloros, Assistant Secretary of **FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY** (the "Companies") do hereby certify that

- (1) the foregoing Resolutions adopted by the Board of Directors of the Companies are true, correct and in full force and effect,
- (2) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Whitehouse Station, NJ, this **October 17, 2022**



Dawn M. Chloros

Dawn M. Chloros, Assistant Secretary

IN THE EVENT YOU WISH TO VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT:
Telephone (908) 903-3493 Fax (908) 903-2656 e-mail: surety@chubb.com

ORDER RATIFYING A ONE-YEAR EXTENSION OF A CONTRACT WITH PHOENIX PROTECTION AGENCY ENTERPRISES, LLC FOR SECURITY SERVICES AT THE CITY'S TWO WATER TREATMENT PLANTS

OFFICE OF THE CITY ATTORNEY
11.8.2022

WHEREAS, the Water-Sewer Utility Division of the Department of Public Works previously entered into a contract with Phoenix Protection Agency Enterprises, LLC to provide security services for O.B. Curtis Water Treatment Plant and J.H. Fewell Water Treatment Plant during fiscal year 2022 the expires September 30, 2022; and

WHEREAS, the contract allows for a one-year extension of the contract upon the agreement of the parties; and

WHEREAS, the Department of Public Works recommends exercising the option for a one-year extension of the contract with Phoenix Protection Agency Enterprises, LLC; and

WHEREAS, Phoenix Protection Agency Enterprises, LLC is willing to extend the contract for one year at the existing billing rate: \$12.00 per hour/per guard, except for the following holidays when the billing rate will be time-and-a-half per hour/per guard: New Year's Day, MLK Day, Columbus Day, Washington's Birthday, 4th of July, Labor Day, Memorial Day, Veteran's Day, Thanksgiving Day, and Christmas Day.

IT IS, THEREFORE, ORDERED that the extension of a contract with Phoenix Protection Agency Enterprises, LLC to provide security services for O.B. Curtis Water Treatment Plant and J.H. Fewell Water Treatment Plant under the same terms as the previous contract for a term beginning October 1, 2022 and ending September 30, 2022 is ratify.

Agenda Item No. 30
11.8.2022
(Hillman, Lumumba) 31

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET
11/3/2022

P O I N T S		C O M M E N T S
1.	Brief Description/Purpose	ORDER RATIFYING A ONE-YEAR EXTENSION OF A CONTRACT WITH PHOENIX PROTECTION AGENCY ENTERPRISES, LLC FOR SECURITY SERVICES AT THE CITY'S TWO WATER TREATMENT PLANTS
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 2. And 6.
3.	Who will be affected	Customers of the Sewer Utility
4.	Benefits	Provides protection for the City's Water Treatment Plants
5.	Schedule (beginning date)	Extension of an ongoing agreement
6.	Location: ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable	N/A
7.	Action implemented by: ▪ City Department <input type="checkbox"/> ▪ Consultant <input type="checkbox"/>	
8.	COST	\$12.00 per hour per security guard
9.	Source of Funding ▪ General Fund <input type="checkbox"/> ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input checked="" type="checkbox"/>	Water –Sewer O&M 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 _____

Council Agenda Item Memorandum

To: Hon. Chokwe Antar Lunumba, Mayor

From: Jordan Hillman
Interim Director of Public Works

**Re: ORDER RATIFYING A ONE-YEAR EXTENSION OF A CONTRACT WITH
PHOENIX PROTECTION AGENCY ENTERPRISES, LLC FOR SECURITY
SERVICES AT THE CITY'S TWO WATER TREATMENT PLANTS**

Background:

This is an agenda item to extend the existing security services agreement for both water treatment plants. Security will continue to need to be provided at both plants.

Phoenix Protection Agency Enterprises, LLC has been providing these services to the City for the past year. The Department recommends that Phoenix's contract be extended under the same terms.

Please let me know if you have any questions.

Office of the City Attorney

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

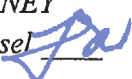
OFFICE OF THE CITY ATTORNEY
11/3/22

OFFICE OF THE CITY ATTORNEY

This **ORDER RATIFYING A ONE-YEAR EXTENSION OF A CONTRACT WITH PHOENIX PROTECTION AGENCY ENTERPRISES, LLC FOR SECURITY SERVICES AT THE CITY'S TWO WATER TREATMENT PLANTS** is legally sufficient for placement in NOVUS Agenda.



Catoria P. Martin, CITY ATTORNEY

Terry Williamson, *Legal Counsel* 

11/3/22

DATE

SECURITY SERVICES AGREEMENT

THIS SECURITY SERVICES AGREEMENT ("Agreement") is entered into as of December 13, 2021 ("Effective Date"), between the City of Jackson, Mississippi ("Jackson"), and Phoenix Protection Agency, Enterprises, LLC, a Mississippi limited liability company, with its principal office located 245 Sheppard Road Jackson, MS 39206 ("Contractor"), (each a "Party" and collectively the "Parties").

WITNESSETH:

WHEREAS, Jackson operates water treatment facilities known as O.B. Curtis Water Treatment Plant and J. H. Fewell Water Treatment Plant (each a "Plant" and collectively "Plants") located at 100 O.B. Curtis Drive, Ridgeland, MS 39157 and 2302 Laurel Street, Jackson, MS 39202, respectively.

WHEREAS, Jackson desires to hire Contractor as an independent contractor for security guard protection services for the building, grounds, premises, personal property, and personnel at the Plants, along with guests and other users of the Plants;

WHEREAS, Contractor agrees to provide the security services as described more fully below;

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained herein, and for other good and valuable consideration, the receipt and adequacy of which are acknowledged, the Parties agree as follows:

CONTRACTOR'S OBLIGATIONS

1.1 The Contractor shall furnish security services to Plants and shall use its best efforts to reasonably ensure the safety of the buildings, grounds and premises, personal property and personnel, including guests and other users, at the Plants. A list of security services to be provided under this Agreement is set forth in Attachment A of this Agreement and as may be set forth in accordance with mutually-acceptable, written security officer post orders (which are incorporated into this Agreement by this reference).

1.2 Contractor shall provide one (1) Security Officer ("Officer") at each Plant for 365 days/24 hours per day roving coverage.

1.3 Contractor shall ensure that each Officer meets the qualifications set forth in Attachment A of this Agreement, and that each Officer conducts him or herself in accordance with the guidelines set forth in that Attachment.

1.4 Contractor shall also provide management; training; supervision; manpower; uniforms; badges; caps for special occasions; equipment, including time clocks and cards; and supplies in order to provide the required protection services demanded, and replacement or substitute equipment and manpower to maintain full services at all times.

1.5 Contractor shall also provide and maintain insurance coverage as defined in Article VI; and the Contractor shall comply with all applicable Federal laws, including employment and tax payment laws.

1.6 Contractor and its managers/members, officers, employees, agents and representatives of any type have no authority to bind Jackson to any contract or other obligation.

1.7 At no time during the term of this Agreement shall Contractor, its managers/members, employees, agents or representatives of any type be eligible for or included in any insurance or any other type of employee benefit plan or program of Jackson. During and after the term of this Agreement, Contractor shall not (and shall ensure that its employees, managers, agents and representatives do not) make any claims for any benefits under any of such plans or programs.

ARTICLE II - PAYMENTS

2.1 Contractor shall be obligated to devote its time, energy, and skill to performance of the Services assigned hereunder as requested by Jackson.

2.2 For Services performed under this Agreement, Jackson agrees to pay Contractor the fees specified in Attachment A. Contractor shall submit invoices bi-weekly, which the City of Jackson agrees to use its best efforts to pay within thirty (30) days of receipt of invoices. Failure to pay the undisputed portion of an invoice within forty-five (45) days shall cause the undisputed portion of the invoice to accrue interest at 1.5% per month or any portion thereof until paid. Invoices shall be submitted by Contractor to Roberta Lindsey, lindsey@jacksonms.gov and Annette Hill, ahill@jacksonms.gov, for their respective Plant.

2.3 Contractor shall not be paid for, and Jackson shall have no obligation to Contractor whatsoever for any overtime, additional security officers, travel or other expenses, unless pre-approved by Jackson. When travel is preapproved by Jackson, billable time starts when Contractor arrives at Plants. Overtime, additional security officers, travel and other expenses will be billed separately from billing described in Article 2.2. Payment shall be due within 45 days of submission of such an invoice.

2.4 Should Jackson question any portion of a Contractor's invoice, Jackson and Contractor will amicably work to resolve questions in order to pay the invoice as soon as practicable.

2.5 Payments to Contractor by Jackson shall be by ACH/EFT issued to the Contractor bank account, which shall be provided to Jackson. Alternatively, payments may be made to Contractor by physical check to be picked up at an agreed location. Payment are not to be mailed via U.S. Mail.

ARTICLE III - TERM

3.1 This Agreement shall have an initial term commencing on the Effective Date and ending no later than September 30, 2022 with the option to renew this Agreement annually upon the agreement of the parties. Should Contractor wish to propose an increase in the rates shown in Exhibit A, it shall do so sixty (60) day prior to the end of any Agreement term on September 30. Each Party reserves the right to terminate this Agreement for any reason at any time upon giving thirty (30) calendar days written notice to the other Party.

ARTICLE IV - CONFIDENTIAL INFORMATION

4.1 At the expiration or termination of this Agreement, Contractor shall return or destroy (if requested by Jackson) all copies, extracts or other reproductions in whole or in part of the information disclosed to the Contractor by Jackson and marked "confidential" at the time of transmission to Contractor. If Jackson requests destruction of the documents, Contractor shall provide a certification of such destruction, by an officer of Contractor. Contractor shall retain no copies of any Confidential Information.

ARTICLE V - PROFESSIONAL LIABILITY

5.1 Contractor shall provide services in accordance with the standards of the profession and shall be liable for the quality of its efforts and delivered products. In the event of defects pertaining to the caliber or quality of the Services, Contractor shall provide whatever corrective work, rework, or resubmission as may be necessary to bring its product within acceptable professional standards without additional compensation from Jackson.

ARTICLE VI - INSURANCE

6.1 Contractor will obtain and maintain at its own expense the following minimum limits of insurance to cover the risk of losses associated with this Agreement:

Coverage	Limits
(i) Workers Compensation - if required by law	Statutory
(ii) Employers Liability	\$1,000,000 each accident; \$1,000,000 each employee; \$1,000,000 policy limit
(iii) Commercial General Liability including products and completed operations liability and contractual liability	\$1,000,000 each occurrence for property damage and bodily injury (PDI); \$2,000,000 general aggregate; \$2,000,000 products/completed operations aggregate

6.2 Upon execution of this Agreement and at each insurance policy renewal throughout the term of this Agreement, Contractor will provide Jackson with a certificate of insurance evidencing that the above described coverages are in full force and effect. All deductibles, co-insurance or other forms of retention are the sole responsibility of Contractor. Contractor will not permit any cancellation or non-renewal in the insurance coverage to be provided hereunder without thirty (30) days' written notice to Jackson.

6.3 These insurance requirements will not be construed in any manner as waiving, restricting or limiting Jackson's rights or Contractor's obligations under this Agreement. Contractor remains responsible for any liability not paid by insurance including deductibles, co-insurance and other forms of retention.

ARTICLE VII - INDEMNITY

To the extent permitted by law, the Contractor shall protect, defend, indemnify and hold the City harmless from and against all claims, demands, damages, costs, actions and causes of actions, liabilities, fines, penalties, judgments, expenses and attorney fees, resulting from the injury or death of any person or the damage to or destruction of property arising out of the work performed provided under this Agreement, or the Contractor's violation of any law, ordinance or regulation, contract provision or term, or condition of regulatory authorization or permit, except for damages resulting from the sole negligence of the City.

ARTICLE VIII - DISPUTE RESOLUTION

8.1 Definition of Dispute. Any controversy or claim, whether based on contract, tort, warranty, or any other legal theory, related directly or indirectly to this Agreement ("Dispute"), shall be resolved solely in accordance with the terms of this Article VIII. Each Party reserves the right to seek an injunction or other equitable relief in court to prevent or stop a breach of this Agreement or a violation of rights either Party has under law.

8.2 Material Dispute Resolution. In the event of Dispute, Contractor and Jackson hereby agree that they will first attempt, in good faith, to resolve such Dispute through direct negotiation within thirty (30) days of the date either Party notifies the other Party of the existence of a Dispute.

ARTICLE IX - GENERAL

9.1 Recruitment of Employees. During the term of this Agreement neither Party shall solicit, recruit, or employ any employee of the other Party (inclusive of subsidiary and affiliate entities thereof), nor shall either Party induce any employee of the other Party (inclusive of subsidiary and affiliate entities thereof) to leave his or her

employ for any reason, unless mutually agreed in writing by authorized representatives of each Party. During the Term, if an employee of the other Party (inclusive of subsidiary and affiliate entities thereof) seeks employment with a Party, such Party shall immediately notify the other Party. Notwithstanding the preceding sentences of this section, it shall not be a violation of this provision for a Party to solicit, recruit or employ a former employee of the other Party whose employment terminated more than six (6) months prior to initiation of any solicitation, recruitment or employment.

9.2 Conflict in Terms. In the event of a conflict between the language of this Agreement or any Statement of Work or other document attachment hereto or included herewith, the terms of this Agreement shall govern.

9.3 Construction. Unless the context of a specific provision of this Agreement otherwise requires, as used in this Agreement (1) words defined in the singular have the parallel meaning in the plural and vice versa, and (2) words of one gender shall be construed to apply to each gender.

9.4 Counterparts. This Agreement may be executed by the Parties in separate counterparts and transmitted by electronic mail. Each counterpart, when so executed, shall be deemed to be an original and all of which together shall constitute one and the same agreement.

9.5 Governing Law. This Agreement shall be governed by and construed in accordance with the Internal laws of the State of Mississippi, without regard to conflicts of law principles.

9.6 Non-Waiver. The failure of either Party hereto at any time to require performance by the other Party of any provision of this Agreement shall in no way effect the right of such Party thereafter to enforce the same, nor shall any waiver of any breach of any provision hereof by the other Party be taken or held to be a waiver by such Party of any succeeding breach of such provision, or as a waiver of the provision itself.

9.7 Notices. Any notice given under this Agreement will be in writing and sent (i) by registered or certified mail, postage prepaid, return receipt requested, or (ii) by any other commercial delivery service which delivers to the noticed destination and provides proof of delivery to the sender or (iii) by facsimile with acknowledgment received. Notices may also be sent by e-mail provided that confirming notice according to one of the methods of the preceding sentence is sent within three (3) days after the e-mail transmission.

Notices delivered personally or by facsimile shall be deemed given as of actual receipt. Mailed notices shall be deemed given as of three (3) days after mailing. Notices given by overnight delivery company shall be deemed given as of the date and time of delivery indicated on the delivery company's receipt.

If to Contractor: Phoenix Protection Agency, Ent., LLC.
245 Sheppard Road
Jackson, MS 39206
Attn: Quincy Minor-Scott
E-mail: phoenixprotectionagency@yahoo.com

If to Jackson: City of Jackson, Mississippi
Office of City Attorney
455 East Capitol Street
Jackson, MS 39201
Attn: Terry Williamson, Esq.

Either Party may change its address for the purpose of this section by giving written notice of such change to the other Party.

9.8 Section Headings. The section headings appearing in this Agreement have been inserted for the purpose of convenience and ready reference. They do not purport to, and shall not be deemed to, define, limit or extend the scope or intent of the sections to which they appertain, and they shall not for any purpose affect the interpretation of this Agreement.

9.9 Severability. In case any provision of this Agreement is held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not be affected.

9.10 Survivability. The provisions of this Agreement that by their nature continue shall survive the termination or expiration of the Agreement.

9.11 **Entire Agreement.** This Agreement represents the entire agreement between Jackson and Contractor, and supersedes all prior negotiations, proposals, purchase orders, representations or agreements relating to the subject matter herein, whether written or oral. This Agreement may be amended, altered or modified only by a written instrument signed by authorized representatives of both Parties.

The undersigned individuals certify that they are competent and authorized to enter into this Agreement on behalf of the Party for whom he or she purports to sign.

IN WITNESS WHEREOF, the Parties hereto have signed this Agreement as of the day and year first stated above.

CPM

CITY OF JACKSON, MISSISSIPPI	PHOENIX PROTECTION AGENCY, ENTERPRISES, LLC.
By: <i>[Signature]</i>	By: <i>[Signature]</i>
Name: Chokwe A. Lumumba	Name: Quincy R. Minor-Scott
Title: Mayor	Title: C.E.O.
Date: 2/22/22	Date: 02/11/2022

**ATTACHMENT A
STATEMENT OF WORK**

Phoenix Protection Agency Enterprises, LLC (Contractor) will provide security at the Plants described herein. Security will consist of one (1) security guard per shift per Plant during the week, Sundays – Saturdays 12:00am – 11:59pm (24 hours). Billing is at the rate of \$12 per hour per guard. Jackson will be charged time and a half for all federal holidays that are worked to include the following: New Year's Day, MLK Day, Columbus Day, Washington's Birthday, 4th of July, Labor Day, Memorial Day, Veteran's Day, Thanksgiving Day, and Christmas Day.

21 years of age or older
 No prior felony convictions or convictions for theft, violent crimes or any condition that would prevent them from legally possessing or safely handling a firearm
 Either currently possess or are able to obtain a weapons permit
 Free of illegal drugs

Standards of conduct:

Guards will comport themselves in a professional manner at all times while on duty or in uniform
 Guards will be in uniform at all times they are on duty
 Guards will be familiar with the safe handling of firearms and have a working knowledge of applicable state statutes and use of force standards
 Guards will know the duties required of their assigned post including who should and should not be on the grounds

**ORDER RATIFYING EMERGENCY RENTAL CONTRACT WITH
UNIVERSAL SERVICES, LLC FOR A PORTABLE CHILLER FOR USE
AT CITY HALL**

OFFICE OF THE CITY ATTORNEY
11-3-2022
J. Hillman

WHEREAS, one or more components of the HVAC system for City Hall have failed and cannot be readily replaced to restore the system to functionality; and

WHEREAS, the Care & Maintenance Division of the Department of Public Works required a portable chiller to provide HVAC services for City Hall; and

WHEREAS, because of the risk to human health and inefficiencies cause by employees having to leave work early because of temperatures within City Hall, the Mayor invoked the emergency procurement process, pursuant to Section 31-7-13 (k), a copy of which is attached to this Order and made a part of these minutes; and

WHEREAS, pursuant to the emergency procurement process, Universal Services, LLC provided a proposal for providing the portable chiller on a month-to-month rental until the HVAC system for City Hall can be repaired or replaced, a copy of each which is attached to this Order and made a part of these minutes; and

WHEREAS, the proposal of Universal Services, LLC for the rental of the portable chiller states that the charge for the first month is \$23,300.00, which includes one-time charges of \$3,500.00 freight and \$6,800.00 installation, and the charge for each succeeding month is \$13,000.00.

IT IS, THEREFORE, ORDERED that the proposal of Universal Services, LLC for the rental of a portable chiller for City Hall is accepted and the purchasing manager is authorized to establish an open purchase order in the amount of \$23,300.00 a month for the first month's rental and \$13,000.00 a month for each succeeding month until such time as the rental is cancelled.

Agenda Item No.
11.8.2022
(Hillman, Lumumba)

32



Universal Services, LLC

1241 Highway 63 North Leakesville, MS 39451
860 Larson St Jackson, MS 39202
Phone (601)394-4510 • Fax (601) 394-2424 • universalservicesms.com

Proposal

Proprietary and Confidential Property of Universal Services, LLC.
Distribution to other than the named recipient is prohibited

To: Bobby Washington
City of Jackson
City Hall
Re: Rental Chiller

Date: 9/19/2022
Proposal No: TR3602
Fax: 601-592-7077
Phone: 601-954-7714

Universal Services LLC is pleased to provide the following proposal for your consideration.

Proposed Project Scope:

- Provide (1) 100-ton rental chiller with hoses and cable to connect to system.
- Provide new flanges to connect rental to system
- Provide freight inbound and outbound.

We shall furnish as specified above for the sum of:

Reoccurring Monthly Rental	\$13,000.00 – per month
Freight	\$3,500.00 – One time charge
Installation	\$6,800.00 – One time charge


Total First Month: \$ 23,300.00
Each Month after: \$13,000.00

Exclusions: Special delivery, labor or other request not listed in project scope. Parts and materials found defective during project not listed in project scope. Warranty on items not furnished by Universal Services.

Terms: Pricing valid for 60 Days. Net 30 Days on all invoices.

Acceptance: Thank you for the opportunity to provide this proposal. If you have any questions or need further assistance, please feel free to call. We would appreciate your signature as acceptance of this proposal.

Authorizing Signature



Universal Services LLC
601-394-4519 Office
601-966-8452 Mobile
tim@rms-ms.com

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

November 3, 2022
DATE

P O I N T S		C O M M E N T S			
1.	Brief Description/Purpose	ORDER RATIFYING EMERGENCY RENTAL CONTRACT WITH UNIVERSAL SERVICES, LLC FOR A PORTABLE CHILLER FOR USE AT CITY HALL			
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	Employees and visitors using City Hall			
4.	Benefits	Allows for operation of the City Hall HVAC system			
5.	Schedule (beginning date)	Ratification upon Council approval			
6.	Location: ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable				
7.	Action implemented by: ▪ City Department <input checked="" type="checkbox"/> ▪ Consultant <input type="checkbox"/> ▪	City of Jackson, Department of Public Works, Care & Maintenance Division			
8.	COST	\$23,000 for the first month and \$13,000 for each succeeding month			
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 _____% 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 _____	

Revised 2-04



DEPARTMENT OF PUBLIC WORKS

MEMORANDUM

To: Mayor Chokwe Antar Lumumba

From: Jordan Hillman
Interim Director

Date: November 3, 2022

Subject: Agenda Item for City Council Meeting

Attached you will find an item for the agenda ratifying a contract with Universal Services, LLC for a portable chiller. The portable chiller is needed to provide HVAC to City Hall following the failure of one or more components for the existing HVAC system.

The Care & Maintenance Division is evaluating the HVAC system for City Hall now to determine the most cost-effective solution for permanent restoration of the HVAC system. Once a decision is made and funding identified, the Department of Public Works intends to procure the repair or replacement of the existing HVAC as an emergency. This will allow for full restoration as soon as possible, thus reducing the continuing cost of renting the portable chiller.

It is the recommendation of Public Works that this agenda item be approved. If you have any questions or comments, please do not hesitate to call me at (601) 960-2091.

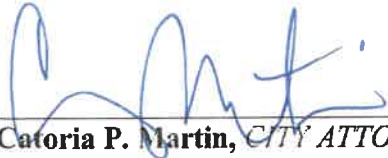
Office of the City Attorney

455 East Capitol Street
Post Office Box 2779
Jackson, Mississippi 39202-2779
Telephone: (601) 960-1309
Facsimile: (601) 960-1756

OFFICE OF THE CITY ATTORNEY
11/3/22

OFFICE OF THE CITY ATTORNEY

This **ORDER RATIFYING EMERGENCY RENTAL CONTRACT WITH UNIVERSAL SERVICES, LLC FOR A PORTABLE CHILLER FOR USE AT CITY HALL** is legally sufficient for placement in NOVUS Agenda.



Catoria P. Martin, *CITY ATTORNEY*

Terry Williamson, *Legal Counsel*

11/3/22
DATE

OFFICE OF THE CITY ATTORNEY
11/3/2022

ORDER AUTHORIZING CHANGE ORDER NO. 2/FINAL TO THE CONTRACT WITH HEMPHILL CONSTRUCTION COMPANY, INC., AUTHORIZING RELEASE OF RETAINAGE, PUBLICATION OF NOTICE OF COMPLETION, AND COMMENCEMENT OF ONE-YEAR WARRANTY FOR THE O.B. CURTIS WATER TREATMENT PLANT MEMBRANE TRAIN #5 PROJECT

WHEREAS, the City of Jackson entered into a contract with Hemphill Construction Company, Inc, for the O.B. Curtis Water Treatment Plant Membrane Train #5 Project; and

WHEREAS, Change Order No. 2/Final decreases the contract amount by \$25,000.00 and decreases the contract time by 25 calendar days to account for various minor changes in pay item quantities; and

WHEREAS, a final inspection was held, and the Department recommends acceptance of the project; and

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

WHEREAS, the Department of Public Works recommends that the governing authorities accept Change Order No. 2/Final and authorize final payment in the amount of \$66,250.00 to Hemphill Construction Company, Inc.

IT IS, THEREFORE ORDERED that the Mayor is authorized to execute Change Order No. 1/Final to the Contract with Hemphill Construction Company, Inc, for the O.B. Curtis Membrane Train #5 Project and final payment in the amount of \$66,250.00 to Hemphill Construction Company Inc. is hereby authorized.

IT IS FURTHER ORDERED that all retainage held be paid to Hemphill Construction Company, Inc., that the one year warranty commence effective on the date of substantial completion and that the Municipal Clerk is authorized to publish the Notice of Completion of the O.B. Curtis Membrane Train #5 Project and.

Agenda Item No. 11.8.2022
(Hillman, Lumumba) 33

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

November 2, 2022

POINTS		COMMENTS
1.	Brief Description/Purpose	O.B. Curtis Membrane Train #5 Project Closeout
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	City of Jackson Surface Water System Users
4.	Benefits	Improvements at the membrane plant
5.	Schedule (beginning date)	Project Completed
6.	Location: ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable	O.B. Curtis Water Treatment Plant
7.	Action implemented by: ▪ City Department <input checked="" type="checkbox"/> ▪ Consultant <input type="checkbox"/>	Department of Public Works, Engineering Division
8.	COST	Final Contract Cost: \$1,771,891.72 Final Payment Amount: \$66,250.00
9.	Source of Funding ▪ General Fund <input type="checkbox"/> ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input checked="" type="checkbox"/>	Drinking Water SRF Loan DWI L250008-02
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: Jordan Hillman
Interim Director

Date: November 2, 2022

Subject: Agenda Item for City Council Meeting

Attached you will find an item for the closeout of the O.B. Curtis Membrane Train #5 Project project. The final change order #2 decreased the final cost of the project by \$25,000.00 since an unused contingency allowance existed under the contract.

It is the recommendation of Public Works that this agenda item be approved. 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 2121
Jackson, Mississippi 39201-2779
Telephone: (601) 960-1790
Facsimile: (601) 960-1756

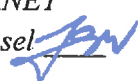
OFFICE OF THE CITY ATTORNEY
11/3/22

OFFICE OF THE CITY ATTORNEY

This **ORDER AUTHORIZING CHANGE ORDER NO. 2/FINAL TO THE CONTRACT WITH HEMPHILL CONSTRUCTION COMPANY, INC., AUTHORIZING RELEASE OF RETAINAGE, PUBLICATION OF NOTICE OF COMPLETION, AND COMMENCEMENT OF ONE-YEAR WARRANTY FOR THE O.B. CURTIS WATER TREATMENT PLANT MEMBRANE TRAIN #5 PROJECT** is legally sufficient for placement in NOVUS Agenda.



Catoria P. Martin, *CITY ATTORNEY*

Terry Williamson, *Legal Counsel* 

11/3/22

DATE

Date of Issuance: 9/13/22	Effective Date: 9/13/22
Owner: City of Jackson, MS	Owner's Contract No.: <u>24</u>
Contractor: Hemphill Construction Company, Inc	Contractor's Project No.: H21071
Engineer: Cornerstone Engineering, LLC	Engineer's Project No.: 20-29
Project: OB Curtis WTP Membrane Filter System Train #5 Replacement Project SRF #DW1-1.250008-02	Contract Name:

The Contract is modified as follows upon execution of this Change Order:

Description:
Summary change order to remove unused project allowance of \$25,000.

Attachments:

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES <i>[note changes in Milestones if applicable]</i>
Original Contract Price: \$ 1,618,000.00	Original Contract Times: Substantial Completion: <u>90 Calendar Days 11/14/21</u> Ready for Final Payment: <u>90 Calendar Days 11/14/21</u> days or dates
<u>[Increase]</u> [Decrease] from previously approved Change Orders No. <u>1</u> to No. <u> </u> : \$ 178,891.72	<u>[Increase]</u> [Decrease] from previously approved Change Orders No. <u>1</u> to No. <u> </u> : Substantial Completion: <u>120 Calendar Days, 3/14/22</u> Ready for Final Payment: <u>120 Calendar Days, 3/14/22</u> days
Contract Price prior to this Change Order: \$ 1,796,891.72	Contract Times prior to this Change Order: Substantial Completion: <u>210 Calendar Days, 3/14/22</u> Ready for Final Payment: <u>210 Calendar Days, 3/14/22</u> days or dates
<u>[Increase]</u> [Decrease] of this Change Order: \$ 25,000.00	<u>[Increase]</u> [Decrease] of this Change Order: Substantial Completion: <u>25 Calendar Days, 4/8/22</u> Ready for Final Payment: <u>25 Calendar Days, 4/8/22</u> days or dates
Contract Price incorporating this Change Order: \$ 1,771,891.72	Contract Times with all approved Change Orders: Substantial Completion: <u>235 Calendar Days, 4/8/22</u> Ready for Final Payment: <u>235 Calendar Days, 4/8/22</u> days or dates

RECOMMENDED:
By: [Signature]
Engineer (if required)
Title: Mauricka McKenzie, President
Date: 9/14/22

ACCEPTED:
By: _____
Owner (Authorized Signature)
Title: Chowwe Antar Lumumba, Mayor
Date: _____

ACCEPTED:
By: [Signature]
Contractor (Authorized Signature)
Title: Richard A. Rula, President
Date: 9/15/2022

Approved by Funding Agency (if applicable)

By: _____ Date: _____
Title: _____

APPLICATION AND CERTIFICATE FOR PAYMENT

Invoice #: 091523-01

To Contractor: City of Jackson P.O. Box 17 Jackson, MS 39205	Project: H21071-08 Curd's WTP Membrane #5	By Engineer: Comenslone Engineering, LLC 600 E Northwilde Drive Suite A Clinton, MS 39056	Application No.: JB App #5	FINAL	Distribution to: <input type="checkbox"/> Owner <input type="checkbox"/> Engineer <input type="checkbox"/> Contractor
From Contractor: Hemphill Construction Company, Inc PO Drawer #79 1858 Hwy 49 South Florence, MS 39073	Owner: City of Jackson P.O. Box 17 Jackson, MS 39205		Period From: 1/11/2022		
			Period To: 9/15/2022		
Application Date: 9/15/2022			External Contract No.: N/A		
			Contract Date: 5/26/2021		

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuance Sheet is attached.

1. Original Contract Sum	\$1,618,000.00
2. Net Change By Change Order	\$153,891.72
3. Contract Sum To Date	\$1,771,891.72
4. Work Completed To Date	\$1,771,891.72
5. Stored Materials Inventory	\$0.00
6. Total Completed and Stored To Date	\$1,771,891.72
7. Retainage	
a. Maximum Retainage is not in effect	
b. Securities are furnished in lieu of Retainage.	\$54,000.00
c. Retainage on Work Completed to Date 2.50 %	\$44,287.28
d. Retainage on Stored Materials Inventory 0.00 %	\$0.00
e. Total Calculated Retainage	\$44,287.28
f. Total Retainage To Be Withheld	\$0.00
8. Total Earned Less Retainage	\$1,771,891.72
9. Less Previous Certificates For Payments	\$1,706,641.72
10. Current Payment Due	\$69,250.00
11. Balance to Finish, Plus Retainage	\$0.00

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information, and belief, the work covered by this Application for Payment has been completed in accordance with the Contract Documents. That all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: Hemphill Construction Company, Inc

By: [Signature] Date: 9/15/2022

State of: Mississippi County of: Rankin

Subscribed and sworn to before me this 15th day of September 2022

Notary Public: [Signature]

My Commission expires: January 12, 2023

ENGINEER'S CERTIFICATE FOR PAYMENT
In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Engineer certifies to the Owner that to the best of the Engineer's knowledge, information, and belief, the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED **\$69,250.00**

(Attach explanation if amount certified differs from the amount applied, initial all figures on this Application and on the Continuance Sheet that are changed to conform with the amount certified.)

ENGINEER: _____ **OWNER:** _____

By: [Signature] Date: 9/21/22 By: _____ Date: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment, and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.



CHANGE ORDER SUMMARY	Additions	Deductions
Total Changes Approved in previous months by Owner	\$178,891.72	\$0.00
Total Approved this Month	\$0.00	\$25,000.00
TOTALS	\$178,891.72	\$25,000.00
Net Changes By Change Order	\$153,891.72	

CONTINUATION SHEET

Application and Certification for Payment, containing Engineer's signed certification is attached. Tabulations below.

Application No.: JB App #5
 Application Date: 09/18/22
 Period From: 07/01/22
 Period To: 09/18/22

Invoice #: 091522-01

Contract: H21071-OB Curila WTP Membrane #5

External Contract No.:

Item No.	Description of Item	Contract Qty	Units	Cost Per Unit	Total Cost Of Contract	Previous Quantity	Current Quantity	To Date Quantity	Previous Cost	Current Cost	Stored Materials	Total Completed and Stored	Balance to Finish	Percent Complete
101	Mobilization/Demobilization	LS	1.00	\$14,000.00	\$14,000.00	1.00	0.00	1.00	\$14,000.00	\$0.00	0.00	\$14,000.00	\$0.00	100.00%
102	Clean & Prepare Existing Membrane Train #5 Basin	LS	1.00	\$10,500.00	\$10,500.00	1.00	0.00	1.00	\$10,500.00	\$0.00	0.00	\$10,500.00	\$0.00	100.00%
103	Remove & Dispose of Membrane Fiber Waste in Exst. Train #5	LS	1.00	\$2,550.00	\$2,550.00	1.00	0.00	1.00	\$2,550.00	\$0.00	0.00	\$2,550.00	\$0.00	100.00%
104	Perform MTT Test to Determine Salvageable Membrane Fiber It	LS	1.00	\$24,000.00	\$24,000.00	1.00	0.00	1.00	\$24,000.00	\$0.00	0.00	\$24,000.00	\$0.00	100.00%
105	Supply & Install Membrane Train #6 Cassettes for Complete In	LS	1.00	\$1,325,000.00	\$1,325,000.00	0.95	0.05	1.00	\$1,236,750.00	\$66,250.00	0.00	\$1,325,000.00	\$0.00	100.00%
106	Rehabilitate Membrane Train #2 Fibers (Approximately 15% of Project Sign (As per OHSR/LF Requirements)	LS	1.00	\$215,000.00	\$215,000.00	1.00	0.00	1.00	\$215,000.00	\$0.00	0.00	\$215,000.00	\$0.00	100.00%
107	Traffic Control	LS	1.00	\$650.00	\$650.00	1.00	0.00	1.00	\$650.00	\$0.00	0.00	\$650.00	\$0.00	100.00%
108	Electrical & Control Modifications	LS	1.00	\$100.00	\$100.00	1.00	0.00	1.00	\$100.00	\$0.00	0.00	\$100.00	\$0.00	100.00%
109	Allowance (Adjustments, Undersseen Conditic & Additional Pi	LS	1.00	\$1,000.00	\$1,000.00	1.00	0.00	1.00	\$1,000.00	\$0.00	0.00	\$1,000.00	\$0.00	100.00%
110	Valves	LS	1.00	\$25,000.00	\$25,000.00	0.00	0.00	0.00	\$0.00	\$0.00	0.00	\$0.00	\$25,000.00	0.00%
CO2.1	Allowance Adjustment	LS	1.00	\$178,891.72	\$178,891.72	1.00	0.00	1.00	\$178,891.72	\$0.00	0.00	\$178,891.72	\$0.00	100.00%
		LS	0.00	\$0.00	\$-25,000.00	0.00	0.00	0.00	\$0.00	\$0.00	0.00	\$0.00	\$-25,000.00	0.00%
	Totals				\$1,771,891.72				\$1,705,641.72	\$66,250.00	\$0.00	\$1,771,891.72	\$0.00	100.00%
Grand Totals					\$1,771,891.72				\$1,705,641.72	\$66,250.00	\$0.00	\$1,771,891.72	\$0.00	100.00%

**CONSENT OF
SURETY COMPANY
TO FINAL PAYMENT**

OWNER
ARCHITECT
CONTRACTOR
SURETY
OTHER

AIA DOCUMENT G707

FEDERAL INSURANCE COMPANY BOND NO. K40298010

PROJECT: OB Curtis Water Treatment Plant Membrane Filter System
Train #5 Replacement Project

TO (Owner)
City of Jackson
P O Box 17
Jackson MS 39205

ARCHITECT'S PROJECT NO.:
CONTRACT FOR: SAME AS ABOVE
CONTRACT DATE: June 4, 2021

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the
(here insert name and address of Surety Company)

FEDERAL INSURANCE COMPANY
P O Box 1650
Whitehouse Station NJ 08889-1650

, SURETY COMPANY,

on bond of (here insert name and address of Contractor)

Hemphill Construction Company, Inc.
P O Drawer 879
Florence, MS 39073-0879

, CONTRACTOR,

hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve
the Surety Company of any of its obligations to (here insert name and address of Owner)

City of Jackson
P O Box 17
Jackson MS 39205

, OWNER

as set forth in the said Surety Company's bond.

IN WITNESS WHEREOF,
the Surety Company has hereunto set its hand this 15 day of September, 2022.

FEDERAL INSURANCE COMPANY
Surety Company

Mary Anne Goodin
Signature of Authorized Representative

Mary Anne Goodin
Title: Attorney In Fact

NOTE: This form is to be used as a companion document to AIA DOCUMENT G706, CONTRACTOR'S AFFIDAVIT OF PAYMENT OF
DEBTS AND CLAIMS, Current Edition

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ONE PAGE

FORM 15-10-87 (ED. 4-77)

CHUBB

Power of Attorney

Federal Insurance Company | Vigilant Insurance Company | Pacific Indemnity Company

Know All by These Presents, That **FEDERAL INSURANCE COMPANY**, an Indiana corporation, **VIGILANT INSURANCE COMPANY**, a New York corporation, and **PACIFIC INDEMNITY COMPANY**, a Wisconsin corporation, do each hereby constitute and appoint **Ronald Lee Andrews, Mary Anne Goodin and Susan G. Johnston** of Vicksburg, Mississippi

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, and **PACIFIC INDEMNITY COMPANY** have each executed and attested these presents and affixed their corporate seals on this 1st day of August, 2019.

Dawn M. Chloros

Dawn M. Chloros, Assistant Secretary

Stephen M. Haney

Stephen M. Haney, Vice President



STATE OF NEW JERSEY

County of Hunterdon

ss.

On this 1st day of August, 2019, before me, a Notary Public of New Jersey, personally came Dawn M. Chloros, to me known to be Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY, the companies which executed the foregoing Power of Attorney, and the said Dawn M. Chloros, being by me duly sworn, did depose and say that she is Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY and knows the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of said Companies; and that she signed said Power of Attorney as Assistant Secretary of said Companies by like authority; and that she is acquainted with Stephen M. Haney, and knows him to be Vice President of said Companies; and that the signature of Stephen M. Haney, subscribed to said Power of Attorney is in the genuine handwriting of Stephen M. Haney, and was thereto subscribed by authority of said Companies and in deponent's presence.

Notarial Seal



KATHERINE J. ADELAAR
NOTARY PUBLIC OF NEW JERSEY
No. 2316685
Commission Expires July 16, 2024

Katherine J. Adelaar
Notary Public

CERTIFICATION

Resolutions adopted by the Boards of Directors of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY on August 30, 2016:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into in the ordinary course of business (each a "Written Commitment"):

- (1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.
- (2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such person's written appointment as such attorney-in-fact.
- (3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (4) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing to any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested."

I, Dawn M. Chloros, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY (the "Companies") do hereby certify that

- (i) the foregoing Resolutions adopted by the Board of Directors of the Companies are true, correct and in full force and effect,
- (ii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Whitehouse Station, NJ, this **September 15, 2022**



Dawn M. Chloros

Dawn M. Chloros, Assistant Secretary

IN THE EVENT YOU WISH TO VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT:

Telephone (908) 903-3493 Fax (908) 903-3656 e-mail: surety@chubb.com



P.O. Drawer 879
Florence, MS 39073-0879

Phone: 601-932-2060
Fax: 601-932-2550

Municipal & Public Works Construction

Heavy & Highway Construction

WARRANTY

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

Prime Contractor: Hemphill Construction Company, Inc.
P.O. Drawer 879
Florence, MS 39073

Project: OB Curtis WTP Membrane #5

Completion Date: April 8, 2022

Hemphill Construction Company, Inc. hereby warrants that all labor and materials furnished and work performed by the Hemphill Construction Company, Inc. on the above referenced project are in accordance with the requirements of the contract, including amendments thereto, for a period of one (1) year following the completion date and written acceptance by the Owner. Hemphill Construction shall make good any defects at no expense to the Owner for this period.

Wilson Crockett
Project Manager

Subscribed and sworn to me this date:

15th day of September, 2022.

Notary, Amy L. Whiteley



My Commission Expires January 12, 2023.

The difficult we do immediately, the impossible takes a little longer!

**ORDER RATIFYING AN EMERGENCY CONTRACT WITH
SERVPRO OF JACKSON FOR SERVICES AT THE ART
CENTER OF MISSISSIPPI AND AUTHORIZING PAYMENT
(WARD 7)**

OFFICE OF THE CITY ATTORNEY
11-3-2022
Jew

WHEREAS, the Building Maintenance Division of the Department of Public Works had need of certain services to condensation clean-up at the Mississippi Art Center; and

WHEREAS, due to exigent circumstances, the purchase of these necessary services was done without prior approval by the City Purchasing Manager or the City Council of the City of Jackson; and

WHEREAS, pursuant to the emergency procurement process, Serv-Pro of Jackson submitted an invoice of the service rendered, which was accepted by the Building Maintenance Division, a copy of each which is attached to this Order and made a part of these minutes; and

WHEREAS, the cost of the invoice from Serv-Pro of Jackson was \$70,914.45; and

WHEREAS, Serv-Pro of Jackson completed the work and invoiced the City on July 26, 2022 for the agreed amount, \$70,914.45.

IT IS, THEREFORE, ORDERED that the contract with Serv-Pro of Jackson for the condensation clean-up at the Art Center of Mississippi in the amount of \$70,914.45 is hereby ratified.

IT IS FURTHER ORDERED that payment for the completion of the work under said contract to Serv-Pro of Jackson in the amount of \$70,914.45 is authorized.

Agenda Item No. 3
11.8.2022
(Hillman, Lumumba)

34

SERVPRO® of Jackson

134 Marketridge Drive
Ridgeland, MS 39157
(601) 353-2286
officemanager@servprojackson.com
www.servprojackson.com



BILL TO
Stan Arnold
The Art Center
201 East Pascagoula Street
Jackson, MS 39206
United States

INVOICE #	DATE	DUE DATE	
1048623001	07/26/2022	08/01/2022	
07/28/2022	Water Restoration		72,414.45
09/29/2022	Credit for upfront fee		-1,500.00

Please remit payment to:

BALANCE DUE

\$70,914.45

SERVPRO of Jackson
134 Marketridge Drive
Ridgeland, MS 39157

TERMS OF PAYMENT: Unless otherwise specified on this invoice, payment is due in full upon completion of services. Interest will be charged at the maximum allowable by law, or at 1.5% per month, whichever is lesser, on accounts over 30 days past due.

****FEMA and Flood Insurance jobs are self pays and due immediately upon receipt of invoice.****

If this job has been submitted to your insurance company for payment, please be aware that the insurance companies may issue payment to you directly. If this happens, please endorse the check and send it to the address above.

Emergency Procurements (New Regulations)

Excerpts from the Mississippi Procurement Manual

3.110 Emergency Procurements

Notwithstanding any other provisions of this regulation, the Chief Procurement Officer, the head of a purchasing agency, or a designee of either officer may make or authorize others to make emergency procurements under emergency conditions as defined in Section 31-7-1(f), Mississippi Code of 1972, Annotated; provided, that such emergency procurements shall be made with such competition as is practicable under the circumstances. A written determination of the basis for the emergency and for the selection of the particular contractor shall be included in the contract file. Such purchases shall be made in compliance with Section 31-7-13(j), Mississippi Code of 1972, Annotated. Agencies shall notify or seek approval from, where required, the Office of Purchasing, Travel and Fleet Management by using the electronic P-1 process.

(1) Emergencies threatening health and safety or property

If such emergency threatens the health or safety of any person, or the preservation or protection of property, then the provisions of competitive bidding shall not apply and any officer or agent of the agency having general or specific authority for making the purchase or repair contract shall approve the bill presented for payment and provide justification and certification in writing detailing from whom the purchase was made or with whom the repair contract was made to the Office of Purchasing, Travel and Fleet Management using the electronic P-1 process.

The justification should be written in sufficient detail so that a person not familiar with the situation could be expected to understand the need to forego the normal purchasing procedure. As per Section 31-7-13(j), Mississippi Code of 1972, Annotated, the certification for an emergency purchase must be submitted on letterhead and signed by the executive head or his/her designee(s) of the requesting agency. Agencies shall address the following when preparing the justification:

- (a) Does it fall under the definition of an emergency set forth in Sections 31-7-1(f), Mississippi Code of 1972, Annotated?
- (b) What happened to cause the emergency?
- (c) What would be the negative consequences of following normal purchasing procedures?
- (d) Does it threaten the health or safety of any person, or the preservation or protection of property?
- (e) The total purchases made shall only be for the purpose of meeting the needs created by the emergency situation.

Following the emergency purchase, documentation of the purchase, including a description of the commodity purchased, the purchase price thereof and the nature of the emergency shall be filed with the Department of Finance and Administration when submitting the applicable payment request as more particularly prescribed in the DFA MAAPP Manual. In the case of Institutions of Higher Learning, this can be done by adding an attachment to the university's P1 request.

(2) Emergencies Requiring Approval Prior to Purchase

If the governing board or the executive head, or his designees, of any agency of the state shall determine that an emergency exists in regard to the purchase of any commodities or repair contracts, so that the delay incident to giving opportunity for competitive bidding would be detrimental to the interests of the state, then the head of such agency, or his designees, shall seek approval of the Office of Purchasing, Travel and Fleet Management using the electronic P-1 process.



City of Jackson
Department of Public Works

Council Agenda Item Memorandum

To: Honorable Chokwe A. Lumumba, Mayor

From: Jordan Hillman, Interim Director
Department of Public Works

Date: October 21, 2022

Agenda Item: **ORDER RATIFYING AN EMERGENCY CONTRACT WITH SERVPRO OF JACKSON FOR SERVICES AT THE ART CENTER OF MISSISSIPPI AND AUTHORIZING PAYMENT (WARD 7).**

Council Meeting: Regular Council Meeting, November 08, 2022

Purpose: The Building Maintenance Division will use these funds to pay overdue payments for services from Serv-Pro at The Art Center of Mississippi.

Cost: \$70,914.45

Project/Contract Type: N/A

Funding Source: 001.453.00.6461

Schedule/Time: November 08, 2022

DPW Manager: Stan Arnold

Background:

The Building Maintenance Division will use authorization to pay for services from Serv-Pro of Jackson at the Art Center of Mississippi.

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

October 21, 2022

DATE

(as revised 3/6/01)

POINTS	COMMENTS																																													
1. Brief Description / Purpose	ORDER RATIFYING AN EMERGENCY CONTRACT WITH SERV-PRO OF JACKSON FOR SERVICES AT THE ART CENTER AND AUTHORIZING PAYMENT																																													
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	Art Center of Mississippi																																													
4. Benefits	The Building Maintenance Division will use these funds to pay overdue payments for services from Serv-Pro of Jackson at the Art Center of Mississippi.																																													
5. Schedule (beginning date)	Scheduled date following City Council Approval																																													
6. Location: WARD CITYWIDE (yes or no) (area) Project limits if applicable	City Wide																																													
7. Action implemented by: City Department <input checked="" type="checkbox"/> Consultant <input type="checkbox"/>	Department of Public Works																																													
8. COST	\$70,914.45																																													
9. Source of Funding General Fund <input checked="" type="checkbox"/> Grant <input type="checkbox"/> Bond <input type="checkbox"/> Other <input type="checkbox"/>	001.453.00.6461																																													
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	_____																																						

Office of the City Attorney

455 East Capitol Street
Post Office Box 2779
Jackson, Mississippi 39201-2779
Telephone: (601) 960-1700
Facsimile: (601) 960-1700

OFFICE OF THE CITY ATTORNEY
NOV 3 2022

OFFICE OF THE CITY ATTORNEY

This **ORDER RATIFYING AN EMERGENCY CONTRACT WITH SERVPRO OF JACKSON FOR SERVICES AT THE ART CENTER OF MISSISSIPPI AND AUTHORIZING PAYMENT (WARD 7)** is legally sufficient for placement in NOVUS Agenda.



Catoria P. Martin, CITY ATTORNEY

Terry Williamson, *Legal Counsel*

11/3/22

DATE

OFFICE OF THE CITY ATTORNEY
11-3-2022

**RESOLUTION OF THE CITY OF JACKSON, MISSISSIPPI,
CONSENTING TO HINDS COUNTY, MISSISSIPPI
RESURFACING MOSSLINE DRIVE IN THE CITY OF
JACKSON, MISSISSIPPI**

WHEREAS, Hinds County, Mississippi, has received an allocation of funds from the State and Local Fiscal Recovery Funds of the American Rescue Plan Act of 2021 (ARP SLFRF); and

WHEREAS, Hinds County is authorized under Miss Code Ann. Section 65-7-85 “to expend monies and to do, within any municipalities of the county all acts regarding construction and maintenance of roads and streets that they may do within the county outside the limits of said municipalities” and acknowledges the great need for resurfacing of roads and streets within the municipal limits of the City of Jackson; and

WHEREAS, the City of Jackson is authorized under Miss Code Ann Section 21-7-3(1) “to exercise full jurisdiction in the matter of streets, sidewalks, sewers, and parks; to open and lay out and construct the same; and to repair, maintain, pave, sprinkle, adorn, and light the same;” and

WHEREAS, Hinds County desires to use ARP SLFRF funds for the purpose of resurfacing Mossline Drive in the City of Jackson (“the Project”); and

WHEREAS, Hinds County has requested that the City authorize the resurfacing of Mossline Drive by reciprocal resolutions, thereby obviating the need for an interlocal agreement; and

WHEREAS, Hinds County has provided the City of Jackson City Engineer with the specifications for the resurfacing of Mossline Drive, including pavement milling, and the City agrees to the resurfacing of Mossline Drive subject to the City Engineer being notified at the time the resurfacing Mossline Drive is begun and completed.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Jackson does hereby consent to Hinds County, Mississippi resurfacing Mossline Drive located within the municipal limits of the City of Jackson:

District	Project Name	Termini	Approximate Miles
1	Mossline Drive	East County Line Road to Hartline Road (at deadend where fence is located)	1.00
	Total Approximate Miles		1.00

BE IT FURTHER RESOLVED that Hinds County has agreed to fund all activities necessary for completion of the project, including, but not limited to, providing ARP SLFRF funds allocated for the project, engineering design for the project, solicitations of bids for construction of the project, construction engineering and inspection services for construction of the project, and

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11.8.2022
(C.Martin, Lumumba)

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construction of the project, and will be responsible for ensuring that the project is performed in compliance with the funding source requirements.

BE IT FURTHER RESOLVED that Hinds County has agreed to be responsible for establishing and managing the budget of the project.

BE IT FURTHER RESOLVED that Hinds County has agreed to direct the completion of the project, in consultation with the City Engineer for the City of Jackson, including by providing the City Engineer with the date street resurfacing begins and is completed, which is for the purpose of allowing the City Engineer to observe and inspect the Project work as it is performed and completed.

BE IT FURTHER RESOLVED that Hinds County has agreed to provide the City of Jackson with access to any records requested directly related to the project.

BE IT FURTHER RESOLVED that this Resolution shall be effective upon passage of reciprocal Resolutions by both the Hinds County and City of Jackson governing authorities and continue until written acknowledgement by both parties of completion of the described work.

BE IT FURTHER RESOLVED that this Resolution and the reciprocal resolution of Hinds County, and thereby the project, may be amended by the passage of reciprocal resolutions approved by both the Hinds County and the City of Jackson governing authorities and terminated by either of the governing authorities upon passage of a Resolution terminating the consent of the City or terminating the construction of the Project, or any portion thereof, by the County.

BE IT FURTHER RESOLVED that the reciprocal resolution of Hinds County, Mississippi, be spread upon the minutes of the Council of the City of Jackson with this Resolution of the City of Jackson.

BE IT FURTHER RESOLVED that this Resolution of the City of Jackson, being the reciprocal resolution of the City of Jackson, upon adoption, be signed by the Mayor and transmitted to the Hinds County Board of Supervisors to be spread upon the minutes of that Board.

Office of the City Attorney

455 East Capitol Street
Post Office Box 2779
Jackson, Mississippi 39207-2779
Telephone: (601) 960-1750
Facsimile: (601) 960-1756


OFFICE OF THE CITY ATTORNEY
11/3/22

OFFICE OF THE CITY ATTORNEY

This **RESOLUTION OF THE CITY OF JACKSON, MISSISSIPPI, CONSENTING TO HINDS COUNTY, MISSISSIPPI RESURFACING MOSSLINE DRIVE IN THE CITY OF JACKSON, MISSISSIPPI** is legally sufficient for placement in NOVUS Agenda.



Catoria P. Martin, CITY ATTORNEY

Terry Williamson, *Legal Counsel* 

11/3/22

DATE

ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH METRO PUBLIC DEFENDER OFFICE TO CONTINUE TO PROVIDE INDIGENT DEFENDER LEGAL SERVICES FOR THE CITY OF JACKSON, MISSISSIPPI

WHEREAS, pursuant to Section 21-23-7(4) of the Mississippi Code of 1972 (as amended), when a person is charged with an offense in municipal court punishable by confinement, the municipal judge, being satisfied that such person is an indigent person and is unable to employ counsel, may, in the discretion of the court, appoint counsel and compensation for appointed counsel in criminal cases shall be approved and allowed by the municipal judge and shall be paid by the municipality; and

WHEREAS, on May 18, 2021 the City Council authorized a one-year extension to the contract with the Metro Public Defender for a period beginning June 1, 2021 and ending on June 30, 2022; and

WHEREAS, the agreement has now expired; and

WHEREAS, the services of Metro Public Defender Office are necessary to ensure representation of indigent defendants in cases arising within Municipal Court, Jackson, Mississippi; and

WHEREAS, pursuant to Section 21-23-7(4) of the Mississippi Code of 1972 (as amended), the maximum compensation provided for representation shall not exceed Two Hundred Dollars (\$200.00) for any one (1) case and the governing authorities of a municipality may, in their discretion, appoint a public defender(s) who must be a licensed attorney and who shall receive a salary to be fixed by the governing authorities; and

WHEREAS, the Office of the City Attorney recommends the City of Jackson execute a contract with the Metro Public Defender Office for one year with an option to renew said contract for an additional year at a rate of \$200.00 per case with a maximum of \$15,000.00 per month to represent indigent defendants in cases arising within the Municipal Court, Jackson, Mississippi.

IT IS, THEREFORE, ORDERED, that the Mayor is authorized to execute a contract with the Metro Public Defender Office to continue to provide professional legal services for certain indigent defendants charged with misdemeanor offenses in Jackson Municipal Court in the contract amount of \$200.00 per case with a maximum of \$15,000.00 per month.

IT IS FURTHER ORDERED that the Mayor is authorized to execute any other documents that are necessary to effectuate the intent of this order.

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11.8.2022
(C.Martin, Lumumba)

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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

OFFICE OF THE CITY ATTORNEY

This **ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH METRO PUBLIC DEFENDER OFFICE TO CONTINUE TO PROVIDE INDIGENT DEFENDER LEGAL SERVICES FOR THE CITY OF JACKSON, MISSISSIPPI** is legally sufficient for placement in NOVUS Agenda.



Catoria Martin, City Attorney

11/3/22

Date

RESOLUTION OF CITY COUNCIL OF JACKSON, MISSISSIPPI
IN SUPPORT OF COMMEMORATING THE BIRTHDAY OF
MR. CHARLES TISDALE

WHEREAS, a native of Athens, Alabama, *Mr. Charles Tisdale*, was born Nov. 5, 1926; he purchased the Jackson Advocate in 1978 from its first owner, Percy Green, and was an outspoken critic of elected officials, both black and white; and

WHEREAS, owner and publisher of the oldest African American newspaper in Mississippi, *Mr. Tisdale* carried the Civil Rights banner for all people, confronting biases in the City of Jackson, the state of Mississippi and the nation; and

WHEREAS, *Tisdale* was confronted by vindictive acts because of his open expression; *Tisdale* often was the target of death threats; his newspaper office near downtown Jackson was firebombed at least twice; and

WHEREAS, before the Jackson Advocate, there was no voice for concerns of the African American community; because of *Mr. Tisdale's* stance, the newspaper informed and continues to serve as the "tenor" of information with a distinct call for change; and

WHEREAS, despite the challenges, the names of *Mr. Charles Tisdale* and the Jackson Advocate Newspaper continue to stand as the champion of causes impacting all people; and

WHEREAS, we strongly support the commemoration of *Mr. Charles Tisdale*, a talented journalist and Civil Rights hero, who dismantled biases and injustices against African Americans and all people, on his 96th birthday.

NOW, THEREFORE, be it resolved that Councilman Kenneth I. Stokes and his council colleagues, do hereby highly support *Mr. Charles Tisdale* on his birthday, November 7, 2022.

Agenda Item No. 7
11.8.2022
(STOKES)

37

ORDER OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI
AUTHORIZING TWO HUNDRED FIFTY THOUSAND DOLLARS GRANT TO
VISIT JACKSON TO HELP JACKSON BUSINESSES BECAUSE OF WATER CRISIS

WHEREAS, the public health, safety and welfare of the citizens of the City of Jackson shall be considered by this Order; and

WHEREAS, the office of Visit Jackson is the local business advocate organization who assists businesses to grow and thrive in the City of Jackson; and

WHEREAS, it is in the best interest of the citizens of the City of Jackson that the local businesses receive some help from the City of Jackson in light of the water crisis; and

WHEREAS, Two Hundred Fifty Thousand Dollars (\$250,000.00) will come from the general fund to be replaced in the general fund by fund balance funds when fund balance revenue numbers are in.

THEREFORE, IT IS HEREBY ORDERED, that the City Council of Jackson, Mississippi hereby authorizes a Two Hundred Fifty Thousand Dollars grant to Visit Jackson to help Jackson businesses because of the water crisis.

SO ORDERED, the the ____ day of

Agenda Item No. :
11.8.2022
(STOKES)

38

**ORDER OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI
ORDERING THE EXPANSION OF THE RANKS OF THE JACKSON
POLICE DEPARTMENT BY A MINIMUM OF ONE HUNDRED SWORN
OFFICERS WITHIN A TIME PERIOD OF ONE YEAR**

WHEREAS, the public health, safety, and welfare of the citizens of the City of Jackson shall be considered by this Order; and

WHEREAS, the actual numbers of sworn officers currently on the Jackson Police Department is woefully low; and

WHEREAS, it is in the best interest of the citizens of the City of Jackson that the Jackson City Council take the necessary steps to provide budgetary support and by all means necessary to ensure that the public safety and the primary need for law and order is maintained at a high level and with all deliberate speed in the City of Jackson; and

THEREFORE, IT IS HEREBY ORDERED, the City Council of Jackson, Mississippi hereby orders the expansion of the ranks of the Jackson Police Department by a minimum of One Hundred sworn officers within a time period of one year.

SO ORDERED, this the _____ day of _____

Agenda Item No.
11.8.2022
(STOKES)

39

OFFICE OF THE CITY ATTORNEY
10/28/22 ALM

ORDER RATIFYING THE ACCEPTANCE OF PROFESSIONAL SERVICES AND SUPPORT FROM METRIX SOLUTIONS, LLC, AND AUTHORIZING THE MAYOR TO EXECUTE A MASTER SERVICES AGREEMENT FOR THE MAINTENANCE OF THE PURE STORAGE SOLUTION AND PAYMENT FOR SAID SERVICES.

WHEREAS, Section 21-17-5 of the Mississippi Code vests the care, custody, and control of municipal property and affairs with the municipality; and

WHEREAS, Section 21-17-5 of the Mississippi Code authorizes a municipality to adopt orders concerning municipal affairs, property, and finances that are not inconsistent with the Mississippi Constitution of 1980, the Mississippi Code of 1972, and any other statute or law of the State of Mississippi; and

WHEREAS, on March 21, 2017, the Jackson City Council authorized the Mayor to execute an agreement with Venture Technologies for the Pure Storage Solution; and

WHEREAS, the Pure Storage Solution provides storage for over 200 virtual servers that include all Tyler Technology Systems, such as Munis, Incode, and New World Public Safety, as well as legacy systems, including Cayenta Financial System, CISCO Public Safety System, and Exchange Servers; and

WHEREAS, in the event of an outage or emergency, the Pure Storage Solution, currently implemented at the Information Technology's production site and the recovery site, serves as a method to protect computer systems from failure; and

WHEREAS, the proposed one-year maintenance agreement is a contract for support and services that may be procured without advertising for bids; however, the mandates of public policy require that the public receive the best possible service at the lowest available price; and

WHEREAS, the Department of Information Technology provided two (2) competitive written bids without publishing or posting advertisements for bids to ensure the City of Jackson receives the best possible service at the lowest available price; and

WHEREAS, the Department of Information Technology recommends to the governing authorities for the City of Jackson a one-year maintenance agreement with Metrix Solutions, LLC, located at 190 E. Capitol Street, Suite 175, Jackson, Mississippi 39201, to provide support and service for the Pure Storage Solution for the City of Jackson's virtual servers in an amount not to exceed \$189,213.12; and

WHEREAS, the proposed agreement will become effective upon execution and remain effective until July 26, 2023; and

WHEREAS, the proposed agreement contains the following substantive provisions:

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11.8.2022
(Reid, Lumumba)

Services. Metrix will provide consulting, training, systems and/or other services to customer as set forth in the Statement of Services (collectively, the "Services") on the terms and conditions set forth herein.

Independent Contractor. All Services performed by Metrix under any Agreement constitute Services as an independent contractor and not as an agent or employee of Customer. Nothing in any Agreement shall be construed to deem the parties to be acting as partners or joint ventures.

Term. This Agreement shall commence on the date of execution by the parties and remain in effect until July 26, 2023, unless otherwise terminated as set forth herein. Paragraphs 7, 8, 9, 10, 12, 13 and 14 shall survive termination of all Agreements.

Termination. Each Agreement may be canceled and terminated by either party upon thirty (30) day's advance written notice to the other party. In the event either party terminates an Agreement, Customer shall be fully responsible for (a) any and all Services provided by Metrix prior to termination; (b) the quoted price for any equipment or other materials supplied by Metrix; (c) the quoted price for any non-returnable equipment or materials ordered or purchased by Metrix for Customer; (d) any restocking or other expenses incurred by Metrix which are related to the return of any equipment or materials; and (e) any other expenses or charges incurred by Metrix in providing or in anticipation of providing the Services.

Pricing and Payment. The parties agree to the pricing and payment terms set forth in the Statement of Services. All prices and fees are exclusive of applicable taxes and Customer agrees to be responsible for all such taxes. Any payments not made to Metrix in accordance with the terms on the Statement of Services shall be assessed a late fee of one and one-half percent (1.5%) per month or, if lower, the highest legal rate allowed.

Warranties. Metrix hereby assigns to Customer all manufacturers' standard warranties with respect to any equipment purchased by Customer.

Non-Solicitation of Employees. Customer agrees not to solicit for employment or hire any employee of Metrix during the term of each Agreement and for a period of one year following the conclusion of the Services without prior written approval from Metrix. If, upon prior written approval by Metrix, an employee terminates employment with Metrix in order to accept employment with Customer, Customer will then disburse to Metrix an amount equal to a six-month compensation for said employee. Such employee's compensation shall be based upon the employee's average earnings in effect for the prior twelve-month period, including but not limited to, bonuses or incentives.

Assignment. Customer may not assign this Master Agreement or any Agreement, in whole or in part, without the prior express written consent of Metrix.

Metrix may assign this Master Agreement and any Agreement pursuant to sale of all or a portion of its business, whether by asset sale, stock sale, merger or otherwise, without the consent of Customer. Subject to the provisions of this paragraph, the terms of this Master Agreement and all Agreements executed pursuant hereto shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns.

Confidentiality. Any information, whether protected by patent or copyright, including but not limited to, programs, files, specifications, plans, business information, technical information, financial information, client lists or other data either written or otherwise ("Confidential Information") which has been furnished or disclosed to the receiving party during the term of any Agreement, shall remain the property of the disclosing party and shall be considered proprietary information by the receiving party. Confidential Information shall not be reproduced, published or disclosed to any third party without the prior written consent of the disclosing party. All copies of any and all Confidential Information furnished or disclosed to the receiving party shall be returned to the disclosing party immediately upon written notice.

Force Majeure. Neither party shall be liable to the other for any delays or any failure to perform due to unforeseen circumstances or causes beyond its reasonable control, including, but not limited to, acts of God, riots, wars, embargoes, acts of any government, acts of terrorism, fires, floods, explosions, epidemics, strikes, lockouts, accidents, delays of suppliers or subcontractors. Metrix shall not be responsible for any delays or failure to perform related to Customer's failure to timely supply any requested deliverables or any other Customer delays, and Metrix's time for performance under any Agreement shall be extended accordingly.

Governing Law. This Master Agreement and any Agreement executed pursuant hereto is enforceable in accordance with the laws of the State of Mississippi without regard to choice of law principles.

Severability. If any provision of this Master Agreement or any Agreement is invalid or unenforceable, the unenforceability of such provision shall not affect the other provisions of this Master Agreement or any Agreement and all provisions not affected by such invalidity or unenforceability shall remain in full force and effect.

No Waiver. No delay or failure of Metrix or Customer in exercising any right under this Master Agreement or any Agreement and no partial or single exercise of any right by either party shall be deemed to constitute a waiver of that right or any other right under this Master Agreement or any Agreement.

Authority to Enter into an Agreement. Each party represents and warrants that all actions necessary to make this Master Agreement and any Agreement the

valid and binding agreement of such party, enforceable in accordance with its terms, has been taken. Each person signing this Master Agreement or any Agreement on behalf of a party represents and warrants that he/she is duly authorized to enter into the Master Agreement or Agreement, as applicable, on that party's behalf, and that his/her execution of this Master Agreement or Agreement, as applicable, legally binds that party to the terms hereof and thereof.

IT IS THEREFORE ORDERED that the acceptance of professional services and support from Metrix Solutions, LLC, to the City of Jackson is hereby ratified.

IT IS FURTHER ORDERED that the Mayor is authorized to execute a one-year Master Services Agreement with Metrix Solutions, LLC, to provide support and services for the Pure Storage Solution located at the primary and disaster recovery sites, that shall be effective upon execution until July 27, 2023, and payment shall not exceed \$189,213.12 and shall be paid as services are rendered.

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

September 13, 2022
DATE

(as revised 3/6/01)

POINTS		COMMENTS					
1.	Brief Description	Pure Storage Hyper Converge System Maintenance					
2.	Purpose	To provide maintenance and support for the Pure Storage environment.					
3.	Who will be affected	City Wide (All Departments)					
4.	Benefits	Maintenance to hyper converge systems which provide storage and failover capability.					
5.	Schedule (beginning date)	Upon Execution					
6.	Location: ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable	Information Technology					
7.	Action implemented by: ▪ City Department <input type="checkbox"/> ▪ Consultant <input type="checkbox"/>	Information Technology					
8.	COST	\$189.213.12					
9.	Source of Funding ▪ General Fund <input type="checkbox"/> ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input type="checkbox"/>	Technology Fund - Machine/Equip Maintenance - 004.904006464 - \$189.213.12					
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 INFORMATION TECHNOLOGY

MEMORANDUM

Date: September 13, 2022

To: Dr. Muriel Reid, Interim Director of Information Technology

From: Willie Harper, Systems Manager

Subject: Justification for Pure Storage Solution Maintenance from Metrix Solutions

The attached agenda item addresses a maintenance contract with Metrix Solutions (Pileum) to provide support and service for the Pure Storage Solution. This hyper converge system allows us to create and manage all virtual servers and storage for the City Of Jackson's legacy servers. This system also has the capability to recover machines which are located at the primary site to the disaster recovery site in case of an outage. Two quotes were provided, one from Get-Comm and the lowest from Metrix Solutions (Pileum).

The lowest cost for Maintenance from Metrix Solutions (Pileum) for a one year period is \$189,213.12

I recommend that we renew this support agreement.

WH



We have prepared a quote for you

CoJ - Pure Renewal - 2022-9-13

Quote # 053320
Version 4

Prepared for:

City of Jackson

Willie Harper
wharper@city.jackson.ms.us



All Maintenance Items No Hardware



COJ-DR.CITY.JACKSON.MS.US

Item	Description	Price	Qty	Ext. Price
FA-X50R2-63TB1MO,PRM,G OLD	Start Date: 4/18/2022 End Date: 7/26/2023 Assets: PCHFL165200C5 PMZFL18470017 PMZFL18430674 FRG1023431QRS7X FRG1023430QRRKD PCHFL19010106 PSPUH19110042	\$2,678.89	15	\$40,183.35
DFM-SHELF-DP-15TB1MO,PRM,G OLD	Start Date: 3/23/2022 End Date: 7/26/2023 Assets: PSPFT204416BY	\$574.56	16	\$9,192.96

Subtotal: \$49,376.31

COJ-PROD.CITY.JACKSON.MS.US

Item	Description	Price	Qty	Ext. Price
FA-X50R2-22TB1MO,PRM,G OLD	Start Date: 4/17/2022 End Date: 7/26/2023 Assets: PCHFL165200D6 PMZFL19030334 PMZFL184902C1 FRG1023431QRSAU	\$2,113.56	15	\$31,703.40
SS-DFM-22TB1MO,PRM,G OLD	Start Date: 3/15/2022 End Date: 7/26/2023 Assets: PSPUN1846DF8B	\$913.14	16	\$14,610.24
DFM-CHASSIS-DP-45TB1MO,PRM,G OLD	Start Date: 3/23/2022 End Date: 7/26/2023 Assets: PCHFL19010116 PSPFT20451741	\$1,292.76	16	\$20,684.16

Subtotal: \$66,997.80

coj-purefb.owa.jacksonms.gov

Item	Description	Price	Qty	Ext. Price
FB-123TB-7x17TB1MO,ADV,SILVER	Start Date: 4/12/2022 End Date: 7/26/2023 Assets: PMPAM190114C7 PPCXA19126810 PPCXA191268C0 PPCXA191269A8 PPCXA191269B7 PPCXA19126697 PPCXA191268F9 PPCXA19126962 Rapid Restore FB Bundle	\$2,200.77	15	\$33,011.55
FB-17TB Single Blade,1MO,ADV,SILVER	Start Date: 4/12/2022 End Date: 7/26/2023 Assets: PPCXA191972C4	\$381.67	15	\$5,725.05
FB-17TB Single Blade,1MO,ADV,SILVER	Start Date: 4/12/2022 End Date: 7/26/2023 Assets: PPCXA19176FC7	\$381.67	15	\$5,725.05

Subtotal: \$44,461.65

PMPAM19341872.temp_aws

Item	Description	Price	Qty	Ext. Price
FB-MC-XFM-3200e 1MO, ADV, SILVER	Start Date: 7/27/2022 End Date: 7/26/2023 Assets: PKTXA20040FAB PMPAM19341872.temp_aws	\$209.09	12	\$2,509.08
FB-Chassis-0TB 1MO, ADV, SILVER	Start Date: 7/27/2022 End Date: 7/26/2023 Assets: PMPAM19341872.temp_aws PMPAM19341872	\$227.23	12	\$2,726.76
FB-17TB Single Blade,1MO,ADV,SILVER	Start Date: 7/27/2022 End Date: 7/26/2023 Assets: PPCXA1950C8CA	\$321.41	12	\$3,856.92

PMPAM19341872.temp_aws

Item	Description	Price	Qty	Ext. Price
FB-17TB Single Blade,1MO,ADV,SILVER	Start Date: 7/27/2022 End Date: 7/26/2023 Assets: PPCXA1950C93B	\$321.41	12	\$3,856.92
FB-17TB Single Blade,1MO,ADV,SILVER	Start Date: 7/27/2022 End Date: 7/26/2023 Assets: PPCXA1950C919	\$321.41	12	\$3,856.92
FB-17TB Single Blade,1MO,ADV,SILVER	Start Date: 7/27/2022 End Date: 7/26/2023 Assets: PPCXA1950CA5F	\$321.41	12	\$3,856.92
FB-17TB Single Blade,1MO,ADV,SILVER	Start Date: 7/27/2022 End Date: 7/26/2023 Assets: PPCXA1950CA48	\$321.41	12	\$3,856.92
FB-17TB Single Blade,1MO,ADV,SILVER	Start Date: 7/27/2022 End Date: 7/26/2023 Assets: PPCXA19349214	\$321.41	12	\$3,856.92

Subtotal: **\$28,377.36**

CoJ - Pure Renewal - 2022-9-13

Prepared by:

Metrix Solutions
Liz Burleson

Fax 601-510-9718
lizburleson@pileum.com

Prepared for:

City of Jackson
353 S. Congress Street
Jackson, MS 39201
Willie Harper
wharper@city.jackson.ms.us
(601) 960-0609

Quote Information:

Quote #: 053320
Version: 4
Delivery Date: 10/17/2022
Expiration Date: 10/31/2022

Quote Summary

Description	Amount
COJ-DR.CITY.JACKSON.MS.US	\$49,376.31
COJ-PROD.CITY.JACKSON.MS.US	\$66,997.80
coj-purefb.owa.jacksonms.gov	\$44,461.65
PMPAM19341872.temp_aws	\$28,377.36
Total:	\$189,213.

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors.

Signature _____

Date _____



OpenEdge Communications
 3751 Main St
 The Colony, TX 75056
 214-206-6364
dmanning@openedgeone.com

Quote

Quote NO.	DATE
549565818	09/14/22

BILL TO:
 ATTN: Willie Harper
 City of Jackson
 3825 Ridgewood Road
 Jackson, MS 39211

SHIP TO:
 SAME

CITY OF JACKSON PURE RENEWAL

PART NUMBERS	DESCRIPTION	QTY	UNIT PRICE	AMOUNT
FB-123TB-7XX17TB1MO, ADB, SILVER	COJ entire PURE array Flash Blade Start Date: 4/18/22 - End date: 7/26/23 Array PCHFL165200cs (5 SANS and FB)	30	\$6,000.00	\$ 180,000.00
FB-17TB SINGLE BLADE	COJ-DR. CITY.JACKSON.MS.US, COJ,PROD.CITY.JACKSON.US, COJ-PUREFB.OWA.JACKSONMS.GOV, PPAM19341872.TEMP_AWS	30	\$600.00	\$ 18,000.00
Total				\$ 198,000.00
GRAND TOTAL				\$ 198,000.00

THANK YOU



We have prepared a quote for you

COJ –Pure Renewal – 2022-9-13

Quote # 053320
Version 4

Prepared for:

City of Jackson

Willie Harper
wharper@city.jackson.ms.us

190 E Capitol Street, Suite 175
Jackson, MS 39201
www.metrixsolutions.com
1 (888) 974-5386



COJ –Pure Renewal – 2022-9-13

Prepared by:
Metrix Solutions
Sonny Beneke
601-863-0307
Fax 601-510-9718
sonnybeneke@pileum.com

Prepared for:
City of Jackson
353 S. Congress Street
Jackson, MS 39201
Willie Harper
wharper@city.jackson.ms.us
(601) 960-2387

Quote Information:
Quote #: 053320
Version: 4
Delivery Date: 04/17/2022
Expiration Date: 07/26/2023

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors.

Signature

Date

▶ Master Services Agreement

Master Services Agreement

Internet: www.metrixsolutions.com

Metrix Solutions

Master Services Agreement

This Master Services Agreement ("Master Agreement") is entered into by and between Metrix Solutions, a Mississippi LLC ("Metrix"), and the undersigned customer ("Customer"), effective as of the date executed by both parties. Simultaneous with the execution and delivery of this Master Agreement, the parties are entering into one or more Statement of Services for Metrix Corporation Services Agreement (each, a "Statement of Services"), which refer to and incorporate by reference this Master Agreement, each of which constitutes an Agreement (each, an "Agreement") for the Services specified therein. Each Statement of Services that the parties hereafter enter into shall constitute an Agreement. Metrix has no obligation to enter into any additional Statement of Services with Customer. Customer and Metrix hereby agree as follows:

1. Services. Metrix will provide consulting, training, systems and/or other services to customer as set forth in the Statement of Services (collectively, the "Services") on the terms and conditions set forth herein.
2. Independent Contractor. All Services performed by Metrix under any Agreement constitute Services as an independent contractor and not as an agent or employee of Customer. Nothing in any Agreement shall be construed to deem the parties to be acting as partners or joint ventures.
3. Term. This Agreement shall commence on the date of execution by the parties and remain in effect until July 26, 2023, unless otherwise terminated as set forth herein. Paragraphs 7, 8, 9, 10, 12, 13 and 14 shall survive termination of all Agreements.
4. Termination. Each Agreement may be canceled and terminated by either party upon thirty (30) day's advance written notice to the other party. In the event either party terminates an Agreement, Customer shall be fully responsible for (a) any and all Services provided by Metrix prior to termination; (b) the quoted price for any equipment or other materials supplied by Metrix; (c) the quoted price for any non-returnable equipment or materials ordered or purchased by Metrix for Customer; (d) any restocking or other expenses incurred by Metrix which are related to the return of any equipment or materials; and (e) any other expenses or charges incurred by Metrix in providing or in anticipation of providing the Services.
5. Pricing and Payment. The parties agree to the pricing and payment terms set forth in the Statement of Services. All prices and fees are exclusive of applicable taxes and Customer agrees to be responsible for all such taxes. Any payments not made to Metrix in accordance with the terms on the Statement of Services shall be assessed a late fee of one and one-half percent (1.5%) per month or, if lower, the highest legal rate allowed.
6. Customer Representative. Customer shall designate in writing one primary and one alternative representative at each Customer location during the term of an Agreement. These representatives shall have the authority to act on behalf of the Customer. Customer shall notify Metrix in writing in the event either the primary or alternative representative is replaced. The initial representatives are designated in the Statement of Services.
7. Warranties. Metrix hereby assigns to Customer all manufacturers' standard warranties with respect to any equipment purchased by Customer.
8. Non-Solicitation of Employees. Customer agrees not to solicit for employment or hire any employee of Metrix during the term of each Agreement and for a period of one year following the conclusion of the Services without prior written approval from Metrix. If, upon prior written approval by Metrix, an employee terminates employment with Metrix in order to accept employment with Customer, Customer will then disburse to Metrix an amount equal to a six-month compensation for said employee. Such employee's compensation shall be based upon the employee's average earnings in effect for the prior twelve-month period, including but not limited to, bonuses or incentives.
9. Assignment. Customer may not assign this Master Agreement or any Agreement, in whole or in part, without the prior express written consent of Metrix. Metrix may assign this Master Agreement and any Agreement pursuant to sale of all or a portion of its business, whether by asset sale, stock sale, merger or otherwise, without the consent of Customer. Subject to the provisions of this paragraph, the terms of this Master Agreement and all Agreements executed pursuant hereto shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns.
10. Proprietary Rights. All or portions of the information and materials to be supplied by Metrix hereunder, including, but not limited to, any programs or software materials and related documentation, are owned by Metrix and/or others and are proprietary in nature. Customer shall

protect such information at least to the extent that it protects its own proprietary information, shall not use such information except for the purposes for which it is being made available as set forth in this Master Agreement or any Agreement and shall not reproduce, print, disclose reverse engineer or otherwise make said information available to any third party, in whole or in part, in whatever form, except as provided herein, and as may be reasonably required for Customer to provide its services to its clients as contemplated by an Agreement.

11. **Confidentiality.** Any information, whether protected by patent or copyright, including but not limited to, programs, files, specifications, plans, business information, technical information, financial information, client lists or other data either written or otherwise ("Confidential Information") which has been furnished or disclosed to the receiving party during the term of any Agreement, shall remain the property of the disclosing party and shall be considered proprietary information by the receiving party. Confidential Information shall not be reproduced, published or disclosed to any third party without the prior written consent of the disclosing party. All copies of any and all Confidential Information furnished or disclosed to the receiving party shall be returned to the disclosing party immediately upon written notice.
12. **Force Majeure.** Neither party shall be liable to the other for any delays or any failure to perform due to unforeseen circumstances or causes beyond its reasonable control, including, but not limited to, acts of God, riots, wars, embargoes, acts of any government, acts of terrorism, fires, floods, explosions, epidemics, strikes, lockouts, accidents, delays of suppliers or subcontractors. Metrix shall not be responsible for any delays or failure to perform related to Customer's failure to timely supply any requested deliverables or any other Customer delays, and Metrix's time for performance under any Agreement shall be extended accordingly.
13. **Notices.** Any notice and similar communications concerning this Master Agreement or any Agreement shall be in writing, and shall be either (a) delivered in person, or (b) sent to the other party by certified mail with return receipt requested or recognized overnight courier or (c) sent by facsimile, electronically confirmed and followed up immediately by regular mail. Notices shall be delivered or sent to the parties respective addresses set forth below or at such other address as either party may hereafter establish by notice given in the manner prescribed in this paragraph. A notice shall be considered given when delivered in accordance with clause (a) above or sent in accordance with clauses (b) or (c) above.

Notices to Metrix shall be addressed to:

Jill M. Beneke, President & CEO
Metrix Solutions, LLC
190 East Capitol Street, Suite 175
Jackson, MS 39201
Phone: (601) 352-2120
Fax: (601) 510-9718

Notices to Customer shall be addressed as shown below Customer's signature hereto.

14. **Governing Law.** This Master Agreement and any Agreement executed pursuant hereto is enforceable in accordance with the laws of the State of Mississippi without regard to choice of law principles.
15. **Severability.** If any provision of this Master Agreement or any Agreement is invalid or unenforceable, the unenforceability of such provision shall not affect the other provisions of this Master Agreement or any Agreement and all provisions not affected by such invalidity or unenforceability shall remain in full force and effect.
16. **No Waiver.** No delay or failure of Metrix or Customer in exercising any right under this Master Agreement or any Agreement and no partial or single exercise of any right by either party shall be deemed to constitute a waiver of that right or any other right under this Master Agreement or any Agreement.
17. **Heading.** The section headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.
18. **Reliance by Third Parties.** Neither this Master Agreement nor any Agreement is intended to confer upon any person other than Customer any rights or remedies.
19. **Authority to Enter into an Agreement.** Each party represents and warrants that all actions necessary to make this Master Agreement and any Agreement the valid and binding agreement of such party, enforceable in accordance with its terms, has been taken. Each person signing this Master Agreement or any Agreement on behalf of a party represents and warrants that he/she is duly authorized to enter into the Master Agreement or Agreement, as applicable, on that party's behalf, and that his/her execution of this Master Agreement or Agreement, as applicable, legally binds that party to the terms hereof and thereof.
20. **Entire Agreement.** This Master Agreement and any Agreements and appendices or attachments hereto set forth the entire understanding and agreement of the parties and supersedes all other agreements and communications whether written or oral. Neither this Master Agreement nor any Agreement may be modified except by written amendment signed by an authorized representative of both parties.

190 E Capitol Street, Suite 175
Jackson, MS 39201
www.metrixsolutions.com
1 (888) 974-5386



Metrix Solutions, LLC

190 E Capitol Street, Suite 175
Jackson, MS 39201
www.metrixsolutions.com
1 (888) 974-5386



By: _____

Printed Name: _____

Title: _____

Date: _____

-

-

Customer

By: _____

Printed Name: _____

Title: _____

Date: _____

Address: _____

Phone: _____

Fax: _____

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
J.M. 11/2/22


OFFICE OF THE CITY ATTORNEY

This **ORDER RATIFYING THE ACCEPTANCE OF PROFESSIONAL SERVICES AND SUPPORT FROM METRIX SOLUTIONS, LLC, AND AUTHORIZING THE MAYOR TO EXECUTE A MASTER SERVICES AGREEMENT FOR THE MAINTENANCE OF THE PURE STORAGE SOLUTION AND PAYMENT FOR SAID SERVICES** is legally sufficient for placement in NOVUS Agenda.



Catoria Martin, *City Attorney*

Sondra Moncure, *Deputy City Attorney*



11/2/22
Date

ORDER AUTHORIZING THE MAYOR AND MUNICIPAL OFFICIALS TO EXECUTE THE 2022 MUNICIPAL COMPLIANCE QUESTIONNAIRE REQUIRED BY THE OFFICE OF THE STATE AUDITOR FOR THE STATE OF MISSISSIPPI.

WHEREAS, as part of the municipality's audit, the governing authorities of the municipality must make certain assertions with regard to legal compliance. The municipal questionnaire was developed for this purpose; and

WHEREAS, a questionnaire and related certification must be completed at the end of the municipality's fiscal year and entered into the official minutes of the governing authorities at their next regular meeting; and

WHEREAS, the governing authorities should take care to answer these questions accurately. Incorrect answers could reduce the auditor's reliance on the questionnaire responses, resulting in the need to perform additional audit procedures at added cost; and

WHEREAS, an auditor should also review the municipal compliance questionnaire to determine if the municipal officials' responses agree with the audit results; and

WHEREAS, the Department of Administration recommends that the Mayor and Municipal Officials be authorized to execute the Municipal Compliance Questionnaire for the 2022 Municipal Audit.

IT IS, THEREFORE, ORDERED that the Municipal Compliance Questionnaire for the 2022 City Audit is approved by the Jackson City Council and that the Mayor and municipal officials are authorized to execute said questionnaire and the City Clerk shall enter minute book references when the questionnaire is accepted by the board.

Agenda Item No. 41
11.8.2022
(Malembeka, Lumumba)

**CITY OF JACKSON
MML MEMBERSHIP INFORMATION**

MAYOR	CHOKWE A. LUMUMBA	601-960-1084	calumumba@city.jackson.ms.us
CITY COUNCIL, WARD 1, PRESIDENT	ASHBY FOOTE	601-960-2051	afoote@city.jackson.ms.us
CITY COUNCIL, WARD 2	ANGELIQUE LEE	601-960-1091	angeliquel@jacksonms.gov
CITY COUNCIL, WARD 3	KENNETH STOKES	601-960-1090	kstokes@city.jackson.ms.us
CITY COUNCIL, WARD 4	BRIAN GRIZZELL	601-960-2052	bgrizzell@jacksonms.gov
CITY COUNCIL, WARD 5	VERNON HARTLEY	601-960-1092	vhartley@city.jackson.ms.us
CITY COUNCIL, WARD 6,	AARON BANKS	601-960-1089	abanks@city.jackson.ms.us
CITY COUNCIL, WARD 7	VIRGI LINDSAY	601-960-1063	vlindsay@city.jackson.ms.us
CHIEF OF STAFF	SAFIYA OMARI	601-960-1084	somari@city.jackson.ms.us
CHIEF ADMINISTRATIVE OFFICER	LOUIS WRIGHT	601-960-2312	louisw@city.jackson.ms.us
CHIEF, JACKSON POLICE DEPARTMENT	JAMES DAVIS	601-960-1217	jdavis@city.jackson.ms.us
CHIEF, JACKSON FIRE DEPARTMENT	WILLIE OWENS	601-960-1392	wowens@city.jackson.ms.us
CITY ATTORNEY	CATORIA MARTIN	601-960-1799	cmartin@city.jackson.ms.us
CITY PROSECUTOR	CHANDRA GAYTEN	601-960-1197	cgayten@jacksonms.gov
MUNICIPAL CLERK	ANGELA HARRIS	601-960-1137	aharris@city.jackson.ms.us
CLERK OF THE COUNCIL	SHANEKIA MOSLEY	601-960-2322	shanekiam@city.jackson.ms.us
COURT ADMINISTRATOR	CHIQUITA JIMERSON	601-960-2062	cjimerson@city.jackson.ms.us
INTERIM DIRECTOR, ADMINISTRATION	SHARON THAMS	601-960-2312	sthams@city.jackson.ms.us
DIRECTOR, COMMUNICATIONS	MELISSA FAITH PAYNE	601-960-2378	melissap@jacksonms.gov
DIRECTOR, HUMAN & CULTURAL SERVICES	ADRIANE DORSEY-KIDD	601-960-0764	adkidd@city.jackson.ms.us
DEPUTY DIRECTOR, HUMAN & CULTURAL SVC	JOHN DAVID LEWIS	601-960-1537	jlewis@city.jackson.ms.us
DIRECTOR, HUMAN RESOURCES	TOYA MARTIN	601-960-1327	wiscott@city.jackson.ms.us
DIRECTOR, PARKS & RECREATION	ISON HARRIS	601-960-0716	iharris@city.jackson.ms.us
INTERIM DIRECTOR, PLANNING AND DEVELOPMENT	CHLOE DOTSON	601-960-1993	cdotson@city.jackson.ms.us
INTERIM DIRECTOR, PUBLIC WORKS	JORDAN HILLMAN	601-960-2352	jhillman@city.jackson.ms.us
DEPUTY DIRECTOR, PUBLIC WORKS	CHRISTOHER COCKRELL	601-960-2367	ccockrell@city.jackson.ms.us
INTERIM DEPUTY DIRECTOR, INFORMATION TECHNOLOGY	MURIEL REID	601-960-1395	mreid@jackson.ms.us
EXECUTIVE ASSISTANT TO THE MAYOR	TIFFANY MURRAY	601-960-6433	tmurray@jacksonms.gov
JUDGE, MUNICIPAL COURT	KEVIN BASS	601-960-0947	kbass@city.jackson.ms.us
JUDGE, MUNICIPAL COURT	HENRY C. CLAY, III	601-960-0947	hclay@city.jackson.ms.us
JUDGE, MUNICIPAL COURT	JEFFERY REYNOLDS	601-960-0947	jreynolds@city.jackson.ms.us
JUDGE, MUNICIPAL COURT	TAUREAN BUCHANAN	601-960-0947	tbuchanan@city.jackson.ms.us
JUDGE, MUNICIPAL COURT	JUNE HARDWICK	601-960-0947	jhardwick@city.jackson.ms.us
JUDGE, MUNICIPAL COURT	VIRGINIA LYNN WATKINS	601-960-0947	vwatkins@jacksonms.gov

CITY OF JACKSON

MIML MEMBERSHIP INFORMATION

JUDGE, MUNICIPAL COURT	LILLI EVAN BANKS	601-960-0947	<u>lbass@city.jackson.ms.us</u>
MANAGER, ACTION LINE / 311	ANDY BOONE	601-960-1111	<u>aboone@city.jackson.ms.us</u>
MANAGER, CONSTITUENT SERVICES	WANDA SMITH	601-960-2324	<u>wsmith@city.jackson.ms.us</u>
MANAGER, FINANCE	JILLIAN CALDWELL	601-960-2422	<u>jcaldwell@city.jackson.ms.us</u>
INTERIMCITY ENGINEER	ROBERT LEE	601-960-1651	<u>rlee@city.jackson.ms.us</u>
RISK MANAGEMENT	MACDARRELL POUILLARD	601-960-1048	<u>macpouillard@city.jackson.ms.us</u>
ZONING ADMINISTRATOR	ESTER AINSWORTH	601-960-2365	<u>eainsworth@city.jackson.ms.us</u>

Municipal Compliance Questionnaire

As part of the municipality's audit, the governing authorities of the municipality must make certain assertions with regard to legal compliance. The municipal compliance questionnaire was developed for this purpose.

The following questionnaire and related certification must be completed at the end of the municipality's fiscal year and entered into the official minutes of the governing authorities at their next regular meeting.

The governing authorities should take care to answer these questions accurately. Incorrect answers could reduce the auditor's reliance on the questionnaire responses, resulting in the need to perform additional audit procedures at added cost.

Information

Note: Due to the size of some municipalities, some of the questions may not be applicable. If so, mark N/A in answer blanks. Answers to other questions may require more than "yes" or "no," and, as a result, more information on this questionnaire may be required and/or separate work papers may be needed.

1. Name and address of municipality:
City of Jackson, MS P.O. Box 17, Jackson, MS 39201

2. List the date and population of the latest official U.S. Census or most recent official census:
Based on 2020 Census, Population 153,701

3. Names, addresses and telephone numbers of officials (include elected officials, chief administrative officer, and attorney).
SEE ATTACHED

4. Period of time covered by this questionnaire:
From: **10-1-2021** To: **9-30-2022**

5. Expiration date of current elected officials' term: **JUNE 30, 2025**

MUNICIPAL COMPLIANCE QUESTIONNAIRE

Year Ended September 30, 2022

Answer All Questions: Y - YES, N - NO, N/A - NON APPLICABLE

Part I - General

- | | |
|---|--|
| 1. Have all ordinances been entered into the ordinance book and included in the minutes? (Section 21-13-13) | <u>Y</u> |
| 2. Do all municipal vehicles have public license plates and proper markings? (Sections 25-1-87 and 27-19-27) | <u>Y</u> |
| 3. Are municipal records open to the public? | <u>Y</u> |
| 4. Are meetings of the board open to the public? (Section 25-41-5) | <u>Y</u> |
| 5. Are notices of special or recess meetings posted? (Section 25-41-13) | <u>Y</u> |
| 6. Are all required personnel covered by appropriate surety bonds?
* Board or council members (Section 21-17-5)
* Appointed officers and those handling money, see statues governing the form of government (i.e., Section 21-3-5 for Code Charter)
*Municipal clerk (Section 21-15-38)
*Deputy Clerk (Section 21-15-23)
*Chief of police (Section 21-21-1)
*Deputy police (Section 45-5-9) (if hired under this law) | <u>Y</u>
<u>Y</u>
<u>Y</u>
<u>Y</u> |
| 7. Are minutes of board meetings prepared to properly reflect the actions of the board? (Sections 21-15-17 and 21-1519) | <u>Y</u> |
| 8. Are minutes of board meetings signed by the mayor or majority of the board within 30 days of the meeting? (Section 21-15-33) | <u>Y</u> |
| 9. Has the municipality complied with the nepotism law in it employment practices? (Section 25-1-53) | <u>Y</u> |
| 10. Did all officers, employees of the municipality, or their relatives avoid any personal interest in any contracts with the municipality during their term or within one year after their terms of office or employment? (Section 25-4-105) | <u>Y</u> |
| 11. Does the municipality contract with a Certified Public Accountant or an auditor approved by the State Auditor for its annual audit within twelve months of the end of each fiscal year? (Section 21-35-31) | <u>Y</u> |

12. Has the municipality published a synopsis or notice of the annual audit within 30 days of acceptance? (Sections 21-35-31 or 21-17-19) Y

PART II - Cash and Related Records

1. Where required, is a claims docket maintained? (Section 21-39-7) Y
2. Are all claims paid in the order of their entry in the claims docket? (Section 21-39-9) Y
3. Does the claims docket identify the claimant, claim number, amount and fund from which each warrant will be issued? (Section 21-39-7) Y
4. Are all warrants approved by the board, signed by the mayor or majority of the board, attested to by the clerk, and bearing the municipal seal? (Section 21-39-13) Y
5. Are warrants for approved claims held until sufficient cash is available in the fund from which it is drawn? (Section 21-39-13) Y
6. Has the municipality adopted and entered on it minutes a budget in the format prescribed by the Office of the State Auditor? (Sections 21-35-15, 21-35-7, and 21-35-9) Y
7. Does the municipality operate on a cash basis budget, except for expenditures paid within 30 days of fiscal year end or for construction in progress? (Section 21-35-23) Y
8. Has the municipality held a public hearing and published its adopted budget? (Sections 21-35-5, 27-39-203, 27-39-205) Y
9. Has the municipality complied with legal publication requirements when budgetary changes of 10% or more are made to a department's budget? (Section 21-35-25) Y
10. If revenues are less than estimated and a deficit is anticipated, did the board revise the budget by its regular July meeting? (Section 21-35-25) Y

11. Have financial records been maintained in accordance with the chart of accounts prescribed by the State Auditor? (Section 21-35-11) Y
12. Does the municipal clerk submit to the board a monthly report of expenditures against each budget item for the preceding month and fiscal year to date and the unexpended balances of each budget item? (Section 21-35-13) Y
13. Does the board avoid approving claims and the city clerk not issue any warrants which would be in excess of budgeted amounts, except for court-ordered or emergency expenditures? (Section 21-35-17) Y
14. Has the municipality commissioned municipal depositories? (Sections 27-105-353 and 27-105-363) Y
15. Have investments of funds been restricted to those instruments authorized by law? (Section 21-33-323) Y
16. Are donations restricted to those specifically authorized by law? (Section 21-17-5 (Section 66, Miss. Constitution)-- Sections 21-19-45 through 21-19-59, etc.) Y
17. Are fixed assets properly tagged and accounted for? Section II - Municipal Audit and Accounting Guide) Y
18. Is all travel authorized in advance and reimbursements made in accordance with Section 25-3-41? Y
19. Are all travel advances made in accordance with the State Auditor's regulations? (Section 25-3-41) Y

PART III - Purchasing and Receiving

1. Are bids solicited for purchases, when required by law (written bids and advertising)? [Section 31-7-13(b) and (c)] Y
2. Are all lowest and best bids decisions properly documented? [Section 31-7-13(d)] Y
3. Are all one-source item and emergency purchases documents on the board's minutes? [Section 31-7-13(m) and (k)] Y
4. Do all officers and employees understand and refrain from accepting gifts or kickbacks from suppliers? (Section 31-7-23) Y

PART IV - Bonds and Other Debt

1. Has the municipality complied with the percentage of taxable property limitation on bonds and other debt issued during the year? (Section 21-33-303) Y
2. Has the municipality levied and collected taxes, in a sufficient amount for the retirement of general obligation debt principal and interest? (Section 21-33-87) Y
3. Have the required trust funds been established for utility revenue bonds? (Sections 21-27-65) Y
4. Have expenditures of bond proceeds been strictly limited to the purposes for which the bonds were issued? (Section 21-33-317) Y
5. Has the municipality refrained from borrowing, except where it had specific authority? (Section 21-17-5) Y

PART V - Taxes and Other receipts

1. Has the municipality adopted the county ad valorem tax rolls? (Section 27-35-167) Y
2. Are interest and penalties being collected on delinquent ad valorem taxes? (Section 21-33-53) Y
3. Has the municipality conducted an annual land sale for delinquent ad valorem taxes? (Section 21-33-63) Y
4. Have the various ad valorem tax collections been deposited into the appropriate funds? (Separate Funds for Each Tax Levy) (Section 21-33-53) Y
5. Has the increase in ad valorem taxes, if any, been limited to amounts allowed by law? (Sections 27-39-320 and 27-39-321) Y
6. Are local privilege taxes collected from all businesses located within the municipality, except those exempted? (Section 27-17-5) Y
7. Are transient vendor taxes collected from all transient vendors within the municipality, except those exempted? (Section 75-85-1) Y
8. Is money received from the state's "Municipal Fire Protection Fund" spent only to improve municipal fire departments? (Section 83-1-37) Y
9. Has the municipality levied or appropriated not less than 1/4 mill for fire protection and certified to the county it provides Y

its own fire protection or allowed the county to levy such tax?
(Section 83-1-37 and 83-1-39)

10. Are state-imposed court assessments collected and settled monthly? (Section 99-19-73, 83-39-31, etc.) Y
11. Are all fines and forfeitures collected when due and settled immediately to the municipal treasury? (Section 21-15-21) Y
12. Are bids solicited by advertisement or, under special circumstances, three appraisals obtained when real property is sold? (Section 21-17-1) Y
13. Has the municipality determined the full and complete cost for solid waste for the previous fiscal year? (Section 17-17-347) Y
14. Has the municipality published an itemized report of all revenues, costs and expenses incurred by the municipality during the immediately preceding fiscal year in operating the garbage or rubbish collection or disposal system? (Section 17-17-348) Y
15. Has the municipality conducted an annual inventory of its assets in accordance with guidelines established by the Office of the State Auditor? (MMAAG) Y



Department of Administration

200 South President Street
Post Office Box 17
Jackson, Mississippi 39205-0017
Telephone: (601) 960-1005
Facsimile: (601) 960-1049

MEMORANDUM

TO: Mayor Chokwe A. Lumumba

FROM: Sharon Thames, Interim Director
Department of Administration

DATE: September 30, 2022

RE: MUNICIPAL COMPLIANCE QUESTIONNAIRE – FY 2022

As part of the City's fiscal year end audit, the City must make certain assertions with regard to legal compliance. The Municipal Compliance Questionnaire was developed for that purpose.

The City must complete the Municipal Compliance Questionnaire at the end of each fiscal year. The questionnaire must be entered into the official minutes of the governing authorities.

Date: September 30, 2022

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

P O I N T S		C O M M E N T S		
1.	Brief Description/Purpose	Approve Municipal Questionnaire		
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 citizens of Jackson		
4.	Benefits	Comply with State Auditor's Request		
5.	Schedule (beginning date)	UPON APPROVAL BY CITY COUNCIL		
6.	Location: ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable	City Wide		
7.	Action implemented by: ▪ City Department <input type="checkbox"/> ▪ Consultant <input type="checkbox"/>	DEPARTMENT OF ADMINISTRATION		
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>		

Revised 2-04

Certification to Municipal Compliance
Questionnaire Year Ended September 30, 2022

We have reviewed all questions and responses as contained in this Municipal Compliance Questionnaire for the Municipality of _____, and, to the best of our knowledge and belief, all responses are accurate.

Angela Harris, Municipal Clerk

Chokwe A. Lumumba, Mayor

Date

Date

Minute Book References:

Book Number _____

Page _____

(Clerk is to enter minute book references when questionnaire is accepted by board.)

**APPROVAL OF
MUNICIPAL COMPLIANCE QUESTIONNAIRE
SEPTEMBER 30, 2021**

Sharon Thames, Interim Director of Administration

Toya Martin, Personnel Director

Jordan R Hillman, Interim Public Works Director

MacDarrell Poullard, Risk Manager

Angela Harris, Municipal Clerk

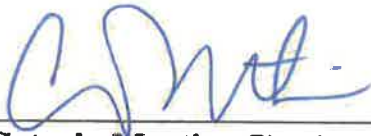
Office of the City Attorney

455 East Capitol Street
Post Office Box 2424
Jackson, Mississippi 39202-7779
Telephone: (601) 960-1799
Facsimile: (601) 960-1751

OFFICE OF THE CITY ATTORNEY
A.M. 10/18/22

OFFICE OF THE CITY ATTORNEY

This **ORDER AUTHORIZING THE MAYOR AND MUNICIPAL OFFICIALS TO EXECUTE THE 2022 MUNICIPAL COMPLIANCE QUESTIONNAIRE REQUIRED BY THE OFFICE OF THE STATE AUDITOR FOR THE STATE OF MISSISSIPPI** is legally sufficient for placement in NOVUS Agenda.



Catoria Martin, City Attorney

Sondra Moncure, Deputy City Attorney *sm*

10/18/22
Date