

MAYOR
ROBERT F. SMITH SR.
CITY COUNCIL
GAIL A. ALLEN
JOSEPH W. BARNES SR.
C. ARNOLD
TERRANCE B. BROWN
S. L. CHARLES
DILL GAMB
CHIEF OPERATIONS OFFICER
DAVID ARNETTONG

CITY OF COLUMBUS
POST OFFICE BOX 1408
COLUMBUS, MISSISSIPPI 39703

CLERK OF COURTS
POLICE CHIEF
FREDERICK S. BROWN
FIRE CHIEF
KARL E. ANDREWS
HUMAN RESOURCES DIRECTOR
PAUL BUCKLE JR. (HR)
INTERIM DIRECTOR OF PLANNING
AND COMMUNITY DEVELOPMENT
DEBORAH BERRY

**SPECIAL MEETING
THE MAYOR AND CITY COUNCIL
CITY OF COLUMBUS, MS**

**MAY 31, 2019
10:00 A. M.**

PLEASE TAKE NOTICE that the Mayor and City Council of the City of Columbus will have a special meeting

The meeting will be held at 10:00 A.M., Friday, May 31, 2019, in the City Hall Public Reception Room, located at 523 Main Street, Columbus, MS, as Ordered by the Mayor and City Council,

The following will be discussed:

- A. Discuss/Approve Resolution in Support of a GO Bond, not to exceed \$5,000,000, to provide emergency financing for all costs incurred by the City as a result of the February 23, 2019 tornado.**
- B. Discuss/Approve Engagement Letter for Butler/Snow.**
- C. Discuss/Approve Engagement Letter for Government Consultants, Inc.**

So Ordered, on this the 30th day of May 2019.

As Determined by the Mayor and City Council

SPECIAL CALLED MEETING THE MAYOR AND CITY COUNCIL CITY OF COLUMBUS, MS

**MAY 31, 2019
10:00 A.M.**

The Mayor and City Council met in a Special Called Meeting on Friday, May 31, 2019 at 10:00 a.m., proper notice being posted, after having recessed from their last regular meeting of May 21, 2019. The meeting was held in the City Hall Reception Room. Mayor Robert E. Smith, Sr. presided over the meeting and all Council Members were present. Also present were the COO, the General Counsel, the CFO, the Police Chief, and the HR Director.

I. CALL MEETING TO ORDER AND INVOCATION

Mayor Smith called the meeting to order and called upon Council Member Box to offer the Invocation.

Discuss/Approve Resolution in Support of a GO Bond, not to exceed \$5,000,000 to provide emergency financing for all costs incurred by the City as a result of the February 23, 2019 tornado, discuss/approve Engagement Letter for Butler/Snow and Discuss/Approve Engagement Letter for Government Consultants, Inc.

Mayor Smith stated that the purpose of the meeting is to discuss and approve Resolution in Support of a GO Bond, not to exceed \$5,000,000 to provide emergency financing for all costs incurred by the City as a result of the February 23, 2019 tornado. There came on for consideration the matter of the sale and issuance of a taxable general obligation note of the City of Columbus, Mississippi and, after a discussion of the subject matter, Council Member Joseph W. Mickens, Sr. offered and moved the adoption of the Resolution of the Mayor and City Council of the City of Columbus, Mississippi Declaring the Necessity for the Sale and Issuance of a Taxable General Obligation Note of the City in a Principal Amount of Not to Exceed Five Million Dollars (\$5,000,000) Pursuant to Section 21-35-19, Mississippi Code of 1972, as Amended and Supplemented from time to time, for the Purpose of Providing Financing for the Costs incurred in Connection with A Tornado that struck the City, including, but not limited to (A) Debris Removal Necessitated by Damaged and Destroyed Residential, Commercial and other Structures and Uprooted, Blown Down and Broken Trees and other Vegetative Debris which are creating Public Hazards to the Citizens of the City, including the Reimbursement of overtime costs incurred by the City (B) Damage caused to Streets, Culverts, Roadways, Sidewalks, Bridges and Street Signs, and (C) Damage caused to Public Buildings, Parks and Recreational Facilities, including, but not limited to, The City's Amphitheater, Sim Scott Park

and the Columbus Riverwalk; authorizing the Publication of a Notice of Note Sale in Connection with Said Note and The Preparation and Distribution of Information and Materials Related to the Sale and Issuance of Said Note; and for Related Purposes. Council Member Bill Gavin seconded the motion to adopt the foregoing Resolution, and the question being put to a roll call vote, the result was as follows:

Council Member Gene A. Taylor	voted: <u>Yes</u>
Council Member Joseph W. Mickens, Sr.	voted: <u>Yes</u>
Council Member Charlie Box	voted: <u>Yes</u>
Council Member Fredrick Jackson	voted: <u>Yes</u>
Council Member Stephen Jones	voted: <u>Yes</u>
Council Member Bill Gavin	voted: <u>Yes</u>

The motion having received the affirmative vote of all of the members of the Governing Body present, being a quorum of said Governing Body, the Mayor declared the motion carried unanimously and the Resolution adopted this the 31st day of May, 2019.

THE RESOLUTION FOLLOWS:

(THIS SPACE LEFT BLANK INTENTIONALLY)

There came on for consideration the matter of the sale and issuance of a taxable general obligation note of the City of Columbus, Mississippi and, after a discussion of the subject matter, Council Member Joseph W. Mickens, Sr. offered and moved the adoption of the following resolution:

RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF COLUMBUS, MISSISSIPPI DECLARING THE NECESSITY FOR THE SALE AND ISSUANCE OF A TAXABLE GENERAL OBLIGATION NOTE OF THE CITY IN A PRINCIPAL AMOUNT OF NOT TO EXCEED FIVE MILLION DOLLARS (\$5,000,000) PURSUANT TO SECTION 21-35-19, MISSISSIPPI CODE OF 1972, AS AMENDED AND SUPPLEMENTED FROM TIME TO TIME, FOR THE PURPOSE OF PROVIDING FINANCING FOR THE COSTS INCURRED IN CONNECTION WITH A TORNADO THAT STRUCK THE CITY, INCLUDING, BUT NOT LIMITED TO (A) DEBRIS REMOVAL NECESSITATED BY DAMAGED AND DESTROYED RESIDENTIAL, COMMERCIAL AND OTHER STRUCTURES AND UPROOTED, BLOWN DOWN AND BROKEN TREES AND OTHER VEGETATIVE DEBRIS WHICH ARE CREATING PUBLIC HAZARDS TO THE CITIZENS OF THE CITY, INCLUDING THE REIMBURSEMENT OF OVERTIME COSTS INCURRED BY THE CITY (B) DAMAGE CAUSED TO STREETS, CULVERTS, ROADWAYS, SIDEWALKS, BRIDGES AND STREET SIGNS, AND (C) DAMAGE CAUSED TO PUBLIC BUILDINGS, PARKS AND RECREATIONAL FACILITIES, INCLUDING, BUT NOT LIMITED TO, THE CITY'S AMPHITHEATER, SIM SCOTT PARK AND THE COLUMBUS RIVERWALK; AUTHORIZING THE PUBLICATION OF A NOTICE OF NOTE SALE IN CONNECTION WITH SAID NOTE AND THE PREPARATION AND DISTRIBUTION OF INFORMATION AND MATERIALS RELATED TO THE SALE AND ISSUANCE OF SAID NOTE; AND FOR RELATED PURPOSES.

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

WHEREAS, on February 23, 2019, the City was struck by a tornado and resulting flooding which caused extensive damage throughout the City (together, the "Tornado"); and

WHEREAS, the Governing Body adopted a proclamation dated February 23, 2019, of the existence of an emergency in the City and adopted a resolution requesting the Governor of the State of Mississippi (the "State") to proclaim the City to be in a state of emergency as a result of the Tornado; and

WHEREAS, the Governor of the State executed a proclamation dated February 25, 2019, declaring the City to be in a state of emergency as a result of the Tornado; and

WHEREAS, the Federal Emergency Management Agency issued a disaster declaration in connection with the Tornado on April 23, 2019; and

WHEREAS, due to the Tornado, the City has expended or will expend a significant amount of money not currently covered by its existing budget or the revenues expected to be generated by the City in the current fiscal year; and

WHEREAS, the Governing Body has determined that, in the interest of the preservation of order and the public health the City, in order to restore public property to usefulness and in order to meet mandatory expenditures required by law, it is necessary and advisable for the City to provide financing for the costs incurred or to be incurred by the City as a direct result of the Tornado, including, but not limited to, costs incurred for (a) debris removal necessitated by damaged and destroyed residential, commercial and other structures and uprooted, blown down and broken trees and other vegetative debris which are creating public hazards to the citizens of the City, including the reimbursement of overtime costs incurred by the City, (b) damage caused to streets, culverts, roadways, sidewalks, bridges and street signs, and (c) damage caused to public buildings, parks and recreational facilities, including, but not limited to, the City's Amphitheater, Sim Scott Park and the Columbus Riverwalk (the "Project"); and

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

WHEREAS, in order to provide financing for the Project, the Governing Body has determined that it is necessary and desirable and in the public interest for the City to issue a taxable general obligation note of the City in an aggregate principal amount not to exceed Five Million Dollars (\$5,000,000) in accordance with the Act; and

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

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

WHEREAS, it would be in the best interest of the City for the Governing Body to issue a taxable general obligation note of the City pursuant to the Act to provide funding for the Project; and

WHEREAS, a portion of the proceeds of such taxable general obligation note will be used to reimburse the City for funds the City has already expended to finance the Project; and

WHEREAS, the Governing Body is authorized and empowered by the Act to issue a taxable general obligation note of the City for the purposes as hereinafter set forth and there are no other available funds on hand or available from regular sources of income for such purposes.

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

SECTION 1. Pursuant to the Act, the Governing Body, acting for and on behalf of the City, does hereby find and determine that the sale and issuance of a taxable general obligation note of the City in a principal amount not to exceed Five Million Dollars (\$5,000,000) (the "Note") is necessary and advisable and conforms to the Act, and does hereby declare its intention to sell and issue the Note.

SECTION 2. The Note is to be issued for the purpose of financing the Project and paying certain costs incident to the sale and issuance of the Note, all as authorized by the Act.

SECTION 3. The Note is to be issued pursuant to the Act and this and subsequent resolutions of the Governing Body. The Note shall be a general obligation of the City, and the full faith, credit and resources of the City are hereby irrevocably pledged for the payment of the principal of and interest on the Note. For the purposes of effectuating and providing for the payment of the principal of and interest on the Note, as the same shall mature and accrue, there shall be levied a direct, continuing special tax upon all of the taxable property within the geographical limits of the City, adequate and sufficient, after allowance shall have been made for the expenses of collection and delinquencies in the payment of taxes, to produce sums required for the payment of the principal of and the interest on the Note; provided, however, that such tax levy for any year shall be abated *pro tanto* to the extent the City on or prior to September 1 of that year has transferred money to the Note Fund established for the Note, or has made other provisions for funds, to be applied toward the payment of the principal of and interest on the Note due during the ensuing fiscal year of the City. Said tax shall be extended upon the tax rolls and collected in the same manner and at the same time as other taxes of the City are collected, and the rate of tax which shall be so extended shall be sufficient in each year fully to produce the sums required as aforesaid, without limitation as to rate or amount. The avails of said tax shall be irrevocably pledged for the payment of the principal of and interest on the Note as the same shall mature and accrue

SECTION 4. The City shall offer the Note for sale subject to the provisions of Section 12 hereof, the date, time and terms of sale to be as set forth in the "Notice of Note Sale" relating to the Note, which Notice of Note Sale and "Proposal for Purchase" shall be in substantially the following forms:

NOTICE OF NOTE SALE

NOT TO EXCEED

\$5,000,000

**CITY OF COLUMBUS, MISSISSIPPI
TAXABLE GENERAL OBLIGATION NOTE,
SERIES 2019**

NOTICE IS HEREBY GIVEN that the Mayor and City Council (the "Governing Body") of the City of Columbus, Mississippi (the "City") will receive sealed bids in the Office of the City Clerk in the City Hall of the City located at 523 Main Street, Columbus, Mississippi 39701 until the hour of 4:00 p.m. on June 18, 2019, for subsequent presentation to the Mayor and City Council in its regular meeting place, for the purchase at not less than par of Not to Exceed \$5,000,000 City of Columbus, Mississippi Taxable General Obligation Note, Series 2019 (the "Note"), at which time said bids will be publicly opened by the City Clerk and read for the purchase of the Note.

The Note will be delivered in the denomination of not to exceed \$5,000,000, will be numbered R-1 and will be issued in registered form.

The Note shall be dated the date of its delivery, will mature on July 1, 2026 and will bear interest from the date of each advance of principal on the Note, at the rate of interest specified in the proposal submitted by the successful bidder in accordance with this Notice of Note Sale, subject to the limitation that the Note shall not bear a greater overall maximum interest rate to maturity than eleven percent (11%) per annum as allowed by Section 75-17-101, Mississippi Code of 1972, as amended. Interest on the Note will be computed on the basis of a 360-day year of twelve (12) thirty (30) day months.

At the option of the City, all or a portion of the principal amount of the Note may be advanced periodically, from time to time; provided, however, that the total aggregate principal amount of all advances shall not exceed \$5,000,000 and each advance must be in an amount of at least \$100,000; provided, further, that the final advance may be in an amount less than \$100,000. The last advance on the Note shall be no later than December 31, 2020 unless otherwise agreed to by the City and the successful bidder.

The successful bidder must agree to make a notation of the date and amount of each advance on the grid to be attached to the Note. Failure of the successful bidder to make such a notation on the Note shall not affect the obligation of the City to repay such principal advance pursuant to the terms and provisions of the Note.

Within ten (10) days of the final advance on the Note, the City shall provide the successful bidder with an amortization schedule for the Note providing for the payment by the City of approximately equal installments of interest, payable on July 1 of each year commencing on July 1, 2021, at the rate of interest specified in the proposal submitted by the successful bidder in accordance with this Notice of Note Sale. Interest will be payable by check or draft of the City, acting as paying and transfer agent for the Note (the "Paying and Transfer Agent") made payable to the registered owner of the Note named in, and mailed to the address appearing on the registration books kept and maintained by the Paying and Transfer Agent. Principal of the

Note will be due in full at final maturity on July 1, 2026 at the principal corporate trust office of the Paying and Transfer Agent.

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

The Note will be issued pursuant to the provisions of Section 21-35-19, Mississippi Code of 1972, as amended and supplemented from time to time (the "Act"). The Note is being issued to provide financing for the costs incurred or to be incurred by the City as a direct result of a tornado and resulting flooding that struck the City on February 23, 2019, including, but not limited to, costs incurred for (a) debris removal necessitated by damaged and destroyed residential, commercial and other structures and uprooted, blown down and broken trees and other vegetative debris which are creating public hazards to the citizens of the City, including the reimbursement of overtime costs incurred by the City, (b) damage caused to streets, culverts, roadways, sidewalks, bridges and street signs, (c) damage caused to public buildings, parks and recreational facilities, including, but not limited to, the City's Amphitheater, Sim Scott Park and the Columbus Riverwalk, and (d) paying certain costs incident to the sale and issuance of the Note.

The Note shall be a general obligation of the City, and the full faith, credit and resources of the City are hereby irrevocably pledged for the payment of the principal of and interest on the Note. For the purposes of effectuating and providing for the payment of the principal of and interest on the Note, as the same shall respectively mature and accrue, there shall be levied a direct, continuing special tax upon all of the taxable property within the geographical limits of the City, adequate and sufficient, after allowance shall have been made for the expenses of collection and delinquencies in the payment of taxes, to produce sums required for the payment of the principal of and the interest on the Note; provided, however, that such tax levy for any year shall be abated *pro tanto* to the extent the City on or prior to September 1 of that year has transferred money to the Note Fund established for the Note, or has made other provisions for funds, to be applied toward the payment of the principal of and interest on the Note due during the ensuing fiscal year of the City. Said tax shall be extended upon the tax rolls and collected in the same manner and at the same time as other taxes of the City are collected, and the rate of tax which shall be so extended shall be sufficient in each year fully to produce the sums required as aforesaid, without limitation as to rate or amount. The avails of said tax shall be irrevocably pledged for the payment of the principal of and interest on the Note as the same shall mature and accrue.

The Note is to be sold at par and is to be awarded to the bidder complying with the terms hereof and offering to purchase the Note at the lowest rate of interest to the City. The Note shall bear only one rate of interest as specified in the proposal which it will bear from the date of each advance of principal on the Note, to its stated maturity date of July 1, 2026 or earlier redemption. The rate of interest on the Note shall not exceed eleven percent (11%) per annum. Bidders must acknowledge in their respective proposals that, contemporaneously with or prior to delivery of

the Note, the City shall receive from the successful bidder a document in form and substance satisfactory to the City to the effect that:

- (a) the successful bidder is purchasing the Note for its own account for the purpose of investment and not with a view towards distribution or resale;
- (b) the bidder has knowledge and experience in financial matters and it is capable of evaluating the merits and risks of purchasing the Note;
- (c) the bidder has read and fully understands the resolutions under which the Note is issued;
- (d) the bidder has had an opportunity to obtain and has received from the City all of the information, documents and materials which it regards as necessary to evaluate the merits and risks of its purchase of the Note;
- (e) the bidder recognizes that Butler Snow LLP ("Special Counsel") is not responsible for any information contained in or omitted from materials regarding the City and the Note and acknowledges that it does not look to Special Counsel to obtain such information on its behalf; and
- (f) while it has no present intention to resell or otherwise dispose of all or any part of the Note purchased by it, the bidder assumes responsibility for disclosing all material information in compliance with all applicable federal and state security laws in the event of its resale of the Note.

All proposals must be enclosed in a sealed envelope and should be addressed to the Governing Body, at their offices located at City Hall, 523 Main Street, Columbus, Mississippi 39701, attention: Deliah Vaughn - Chief Financial Officer/Secretary Treasurer and City Clerk, City of Columbus, and worded on the outside, in substance, "Proposal for City of Columbus, Mississippi Taxable General Obligation Note, Series 2019". **ALL PROPOSALS MUST BE UNCONDITIONAL.**

The Governing Body reserves the right to reject any or all proposals as well as the right to waive any irregularity or informality in any proposal. All proposals shall be submitted on a Proposal for Purchase which may be obtained from Deliah Vaughn, Chief Financial Officer/Secretary Treasurer and City Clerk, City of Columbus, 523 Main Street, Columbus, Mississippi 39701, telephone: (662)329-5120, or from the City's municipal advisor, Government Consultants, Inc., 116 Village Blvd, Madison, Mississippi 39110, telephone: (601)982 0005, attention: Steve Pittman.

INTEREST ON THE NOTE SHOULD BE TREATED AS INCLUDABLE IN GROSS INCOME OF THE HOLDER THEREOF FOR FEDERAL INCOME TAX PURPOSES. In the opinion of Special Counsel, under and pursuant to the Act, the Note and interest thereon are exempt from all income taxes imposed by the State of Mississippi.

The Note is **NOT** being issued as a "qualified tax exempt obligation" for purposes of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended and supplemented from time to time.

The final approving opinion of Special Counsel, relating to the validity and the State of Mississippi tax exemption of the Note, together with a non-litigation certificate of the City dated the date of delivery of the Note, and a transcript of the proceedings relating to the Note will be delivered to the successful bidder without charge.

The successful bidder will be given at least seven (7) business days advance notice of the proposed date of delivery of the Note when that date has been tentatively determined. The Note will be delivered in Columbus, Mississippi or such other place as the Governing Body shall designate and payment therefor shall be made in federal or other immediately available funds.

The successful bidder shall have the right, at its option, to cancel its agreement to purchase the Note if the Note to be delivered by the City in accordance with the preceding paragraph is not tendered for delivery within sixty (60) days from the date of sale thereof. The City shall have the right, at its option, to cancel its agreement to sell the Note if within five (5) days after the tender of the Note for delivery the successful bidder shall not have accepted delivery of and paid for the Note.

Further information may be obtained from Deliah Vaughn, Chief Financial Officer/Secretary Treasurer and City Clerk, City of Columbus, 523 Main Street, Columbus, Mississippi 39701, telephone: (662)329-5120, or from the City's municipal advisor, Government Consultants, Inc., 116 Village Blvd, Madison, Mississippi 39110, telephone: (601)982 0005, attention: Steve Pittman.

DATED: May 31, 2019

CITY OF COLUMBUS, MISSISSIPPI

By /s/ Deliah Vaughn
Chief Financial Officer/Secretary Treasurer
and City Clerk

PROPOSAL FOR PURCHASE
NOT TO EXCEED
\$5,000,000
CITY OF COLUMBUS, MISSISSIPPI
TAXABLE GENERAL OBLIGATION NOTE,
SERIES 2019

June 18, 2019

Mayor and City Council
City of Columbus
523 Main Street
Columbus, Mississippi 39701

Ladies and Gentlemen:

For Not to Exceed Five Million Dollars (\$5,000,000) principal amount Taxable General Obligation Note, Series 2019 (the "Note") of the City of Columbus, Mississippi (the "City"), dated as of its delivery, and bearing interest from the date of each advance of principal on the Note, at the rate specified below, we will pay you the aggregate par value thereof. The principal of the Note will be payable at maturity on July 1, 2026, as set forth in the Notice of Note Sale relating to the Note dated May 31, 2019 (the "Notice of Note Sale").

The Note shall bear interest at the rate of _____ percent per annum, payable annually, commencing on July 1, 2021 through and including July 1, 2026. This proposal is subject to all the terms and conditions of the Notice of Note Sale which notice by this reference thereto is hereby made a part hereof. We hereby acknowledge that we will fully comply with the terms and requirements of the Notice of Note Sale.

This proposal is for immediate acceptance.

Bidder _____

By _____
[Print Name]

[Signature]

Title _____

Address _____

Telephone Number _____

(Note: No addition to or alteration in this proposal is to be made, and any erasure may cause a rejection of this proposal. Proposals must be filed with the Mayor and City Council of the City of Columbus, Mississippi in the Office of the City Clerk in the City Hall located at 523 Main Street, Columbus, Mississippi 39701, attention: Deliah Vaughn, Chief Financial Officer/Secretary Treasurer and City Clerk, sealed and worded on the outside, in substance, "Proposal for City of Columbus, Mississippi Taxable General Obligation Note, Series 2019", before 4:00 o'clock p.m., Mississippi time, on June 18, 2019.

ACCEPTANCE

The above proposal accepted by the Mayor and City Council of the City of Columbus, Mississippi, this the 18th day of June, 2019.

CITY OF COLUMBUS, MISSISSIPPI

By _____
Mayor

Attest:

Chief Financial Officer/Secretary Treasurer
and City Clerk

SECTION 5. The Note will be delivered in a single denomination of not to exceed \$5,000,000, will be numbered R-1 and will be issued in registered form.

The Note, shall be dated the date of its delivery, will mature on July 1, 2026 and will bear interest from the date of each advance of principal on the Note, at the rate of interest specified in the proposal submitted by the successful bidder in accordance with the Notice of Note Sale, subject to the limitation that the Note shall not bear a greater overall maximum interest rate to maturity than eleven percent (11%) per annum as allowed by Section 75-17-101, Mississippi Code of 1972, as amended. Interest on the Note will be computed on the basis of a 360-day year of twelve (12) thirty (30) day months.

At the option of the City, all or a portion of the principal amount of the Note may be advanced periodically, from time to time; provided, however, that the total aggregate principal amount of all advances shall not exceed \$5,000,000 and each advance must be in an amount of at least \$100,000; provided, further, that the final advance may be in an amount less than \$100,000. The last advance on the Note shall be no later than December 31, 2020 unless otherwise agreed to by the City and the successful bidder.

The successful bidder must agree to make a notation of the date and amount of each advance on the grid attached to the Note. Failure of the successful bidder to make such a

notation on the Note shall not affect the obligation of the City to repay such principal advance pursuant to the terms and provisions of the Note.

Within ten (10) days of the final advance on the Note, the City shall provide the holder of the Note with an amortization schedule for the Note providing for the payment by the City of approximately equal installments of interest, payable on July 1 of each year commencing on July 1, 2021, at the rate of interest specified in the proposal submitted by the successful bidder in accordance with this Notice of Note Sale. Interest on the Note will be payable by check or draft of the City acting as paying and transfer agent for the Note (the "Paying and Transfer Agent") and shall be paid in accordance with such amortization schedule on July 1 of the years 2021 through 2026. Principal of the Note will be due in full at final maturity on July 1, 2026 at the principal corporate trust office of the Paying and Transfer Agent.

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

SECTION 6. Butler Snow LLP, Ridgeland, Mississippi, is hereby designated as Special Counsel ("Special Counsel") in connection with the sale and issuance of the Note. The terms of employment for Special Counsel are set forth in the engagement letter (the "Engagement Letter") attached hereto as Exhibit A. All provisions of the Engagement Letter, when executed as hereinafter authorized, 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. The form of the Engagement Letter and the execution thereof by the Mayor of the City (the "Mayor") is hereby approved and authorized.

SECTION 7. Mitchell McNutt & Sams, Columbus, Mississippi, is hereby selected to serve as counsel to the City in connection with the sale and issuance of the Note.

SECTION 8. Government Consultants, Inc. is hereby designated as Municipal Advisor to the City (the "Municipal Advisor") in connection with the sale and issuance of the Note. The Mayor of the City, acting for and on behalf of the City, is hereby authorized and directed to execute and deliver the Independent Registered Municipal Advisor disclosure letter of the Municipal Advisor attached hereto as Exhibit B.

SECTION 9. The City is hereby designated as Paying and Transfer Agent for the Note.

SECTION 10. Special Counsel is hereby authorized and directed to cause the Notice of Note Sale to be published at least one (1) time, which shall not be less than ten (10) days prior to the date of the sale of the Note, in *The Columbus Packet*, Columbus, Mississippi, a newspaper having general circulation in the City.

SECTION 11. The Mayor, Special Counsel and the Municipal Advisor are hereby authorized and directed to cause to be prepared, distributed and furnished to prospective bidders

for the Note, and to other interested persons, such materials and information concerning the City as may be convenient to the public sale of the Note.

SECTION 12. The Mayor is hereby authorized and directed to make all final determinations necessary in connection with (a) the publication of the Notice of Note Sale, including the date of sale, the dated date of the Note, the maturity schedule relating to the Note, the final aggregate principal amount of the Note, the redemption terms of the Note and any other terms thereof, and (b) the Proposal for Purchase; provided, however, that such determinations shall be subject to ratification by the Governing Body.

SECTION 13. Special Counsel shall obtain from the publisher of the aforesaid newspaper the customary publisher's affidavit proving publication of the Notice of Note Sale for the time and in the manner required by law, and such proof of publication shall be filed in the Clerk's office and exhibited before the Governing Body at the hour and date for the receipt of proposals for the purchase of the Note.

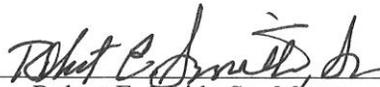
SECTION 14. In the event that the City does not receive bids for the Note or that the bids received are not, in the opinion of the Mayor and the Municipal Advisor, in the best interest of the City, then the Mayor, acting for and on behalf of the City, is hereby authorized to negotiate the sale of the Note on such terms as are most advantageous to the City.

SECTION 15. If any one or more of the provisions of this resolution shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any of the other provisions of this resolution, but this resolution shall be construed and enforced as if such illegal or invalid provision or provisions had not been contained herein.

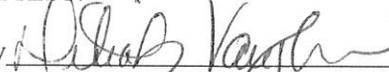
Council Member Bill Gavin seconded the motion to adopt the foregoing resolution, and the question being put to a roll call vote, the result was as follows:

Council Member Gene A. Taylor voted:	Yes
Council Member Joseph W. Mickens, Sr. voted:	Yes
Council Member Charlie Box voted:	Yes
Council Member Fredrick Jackson voted:	Yes
Council Member Stephen Jones voted	Yes
Council Member Bill Gavin voted:	Yes

The motion having received the affirmative vote of all of the members of the Governing Body present, being a quorum of said Governing Body, the Mayor declared the motion carried unanimously and the resolution adopted this 31st day of May, 2019.


Robert E. Smith, Sr., Mayor

ATTEST:

By 
Deliah Vaughn, Chief Financial Officer/
Secretary-Treasurer and City Clerk

47625550.v2

EXHIBIT A

ENGAGEMENT LETTER

EXHIBIT B

IRMA LETTER

EXHIBIT A

ENGAGEMENT LETTER

BUTLER | SNOW

May 31, 2019

The Honorable Robert E. Smith, Sr.
523 Main Street
Columbus, Mississippi 39701

Re: Not to Exceed \$5,000,000 Note, Mississippi Taxable General Obligation Note,
Series 2019 (the "Note")

Dear Robert:

The purpose of this engagement letter is to set forth certain matters concerning the services we will perform as special counsel to City of Columbus, Mississippi (the "City"), in connection with the issuance of the above-referenced Note. We understand that the Note is being issued for the purpose of providing financing for the costs incurred or to be incurred by the City as a direct result of a tornado that struck the City on February 23, 2019, including, but not limited to, costs incurred for (a) debris removal necessitated by damaged and destroyed residential, commercial and other structures and uprooted, blown down and broken trees and other vegetative debris which are creating public hazards to the citizens of the City, (b) damage caused to streets, culverts, roadways, sidewalks, bridges and street signs, (c) damage caused to public buildings, including, but not limited to, the City's Amphitheater, and (d) certain costs of incident to the sale and issuance of the Note, all as authorized by Section 21-35-19, Mississippi Code of 1972, as amended and supplemented from time to time (the "Act"), and will be secured by the full faith and credit of the City as authorized by the Act.

SCOPE OF ENGAGEMENT

In connection with this engagement, we expect to perform the following duties:

1. Subject to the completion of proceedings to our satisfaction, render our legal opinion (the "Opinion") regarding the validity and binding effect of the Note, the source of payment and security for the Note, and the excludability of interest on the Note from gross income for State of Mississippi (the "State") income tax purposes;
2. Prepare and review documents necessary or appropriate for the authorization, issuance and delivery of the Note and coordinate the authorization and execution of such documents;
3. Assist the City in seeking from any other governmental authorities such approvals, permissions, and exemptions as we determine are necessary or appropriate in connection with the authorization, issuance and delivery of the Note;

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BUTLER SNOW LLP
2

4. Review legal issues relating to the structure of the issue;
5. Pursue validation proceedings under State law, if required; and
6. Prepare and review the notice of sale pertaining to the competitive sale of the Note.

Our Opinion will be addressed to the City and will be delivered by us on the date of delivery of the Note. The Opinion will be based on facts and laws existing as of its date. In rendering our Opinion, we will rely upon the certified proceedings and other certifications of public officials and other persons furnished to us without undertaking to verify the same by independent investigation, and we will assume continuing compliance by the City with applicable laws relating to the Note. During the course of this engagement, we will rely on you to provide us with complete and timely information on all developments pertaining to any aspect of the Note and their security. We understand that you will direct members of your staff and other employees of the City to cooperate with us in this regard. In rendering our Opinion, we will expressly rely upon other counsel as to due authorization, execution and delivery of documents executed by the City.

Our duties in this engagement are limited to those expressly set forth above. Among other things, our duties under this engagement, without a separate engagement as may hereafter be agreed between the parties, do not include:

- (a) Assisting in the preparation or review of an official statement or any other disclosure document with respect to the Note, or performing an independent investigation to determine the accuracy, completeness or sufficiency of any such document or rendering advice that such official statement or other disclosure document does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements contained therein, in light of the circumstances under which they were made, not misleading;
- (b) Drafting State constitutional or legislative amendments;
- (c) Pursuing test cases or other litigation, such as contested validation proceedings;
- (d) Making an investigation or expressing any view as to the creditworthiness of the City or the Note;
- (e) Assisting in the preparation of, or opining on, a continuing disclosure undertaking pertaining to the Note or, after closing, providing advice concerning any actions necessary to assure compliance with any continuing disclosure undertaking;
- (f) Representing the City in IRS examinations or inquiries, or SEC investigations;
- (g) Giving and/or providing any financial advice or recommendations concerning the issuance of the Note as mandated by SEC rules; or
- (h) Addressing any other matters not specifically set forth above that is not required to render our Opinion.

ATTORNEY-CLIENT RELATIONSHIP

Upon execution of this engagement letter, the City will be our client and an attorney-client relationship will exist between us. We understand that counsel to the City has been engaged by the City to assist with the issuance of the Note, particularly as to the authorization, execution and delivery of documents. We assume that all other parties will retain such counsel, as they deem necessary and appropriate to represent their interest in this transaction. We further assume that all other parties understand that in this transaction we represent only the City, we are not counsel to any other party, and we are not acting as an intermediary among the parties. Our services as special counsel are limited to those contracted for in this letter, and the City's execution of this engagement letter will constitute an acknowledgment of those limitations. Our representation of the City will not affect, however, our responsibility to render an objective Opinion.

Our representation of the City and the attorney-client relationship created by this engagement letter will be concluded upon issuance of the Note. Nevertheless, subsequent to Closing, we will prepare and distribute to the participants in the transaction a transcript of the proceedings pertaining to the Note.

PROSPECTIVE CONSENT

As you are aware, Butler Snow represents many political subdivisions, companies and individuals. It is possible that during the time that we are representing the City, one or more of our present or future clients will have transactions with the City. It is also possible that we may be asked to represent, in an unrelated matter, one or more of the entities involved in the issuance of the Note. We do not believe that such representation, if it occurs, will adversely affect our ability to represent you as provided in this letter, either because such matters will be sufficiently different from the issuance of the Note so as to make such representations not adverse to our representation of you, or because the potential for such adversity is remote or minor and outweighed by the consideration that it is unlikely that advice given to the other client will be relevant to any aspect of the issuance of the Note. Execution of this letter will signify the City's consent to our representation of others consistent with the circumstances described in this paragraph.

FEEES

Our fees for the duties we will undertake pursuant to this engagement letter and the responsibilities we will assume in connection therewith, will be negotiated with the City based upon our understanding of the terms, structure, size and schedule of the financing represented by the Note and the time we anticipate devoting to the financing.

If the financing is not consummated, we understand and agree that we will not be paid for our time expended on your behalf but will be paid for client charges made or incurred on your behalf.

Regardless of the above, we reserve the right that our fee may vary: (a) if the principal amount of the Note actually issued differs significantly from the amount stated above; (b) if material changes in the structure or schedule of the financing occur; or (c) if unusual or unforeseen circumstances arise, which require a significant increase in our time or responsibility.

May 31, 2019
Page 4

If, at any time, we believe that circumstances require an adjustment of our original fee estimate, we will advise you and prepare and provide to you an amendment to this engagement letter.

RECORDS

At your request, papers and property furnished by you will be returned promptly upon receipt of payment for outstanding fees and client charges. Our own files, including lawyer work product, pertaining to the transaction will be retained by us. For various reasons, including the minimization of unnecessary storage expenses, we reserve the right to dispose of any documents or other material retain by us after the termination of this engagement.

If the foregoing terms are acceptable to you, please so indicate by returning the enclosed copy of this engagement letter dated and signed by an authorized officer, retaining the original for your files. We look forward to working with you.

BUTLER SNOW LLP

By: Stephen C. Edds
Stephen C. Edds

Accepted and Approved:

CITY OF COLUMBUS, MISSISSIPPI

BY: Robert C. Smith, Jr.
Mayor

Dated: May 31, 2019

Authorized by resolution of the City Council of the City of Columbus, Mississippi, dated May 31, 2019.



GOVERNMENT CONSULTANTS, INC.

Consulting & Municipal Advisory Firm

116 Village Boulevard
Madison, Mississippi 39110

Telephone: (601) 982-0005
Facsimile: (601) 982-2448
Email: gcms@gc-ms.net

May 31, 2019

Mayor and City Council
City of Columbus, Mississippi
523 Main Street
Columbus, Mississippi 39701

Re: City of Columbus, Mississippi
Not to Exceed \$5,000,000 City of Columbus, Mississippi Taxable General Obligation Note, Series 2019 (the "Note")
Disclosure and Engagement Letter (the "Letter")

Dear Mayor and City Council,

We are writing you to provide certain disclosures to you as representative of the City of Columbus, Mississippi (the "Issuer") as required by the Securities and Exchange Commission ("SEC") and Municipal Securities Rulemaking Board ("MSRB" or the "Board"). Government Consultants, Inc. ("GCI" or the "Municipal Advisor") is an Independent Registered Municipal Advisor and welcomes the opportunity to provide municipal advisory services to the Issuer for the issuance of the above referenced Note.

Disclosures Concerning our Role as Municipal Advisor

- (i) The Municipal Advisor has a fiduciary duty to the Issuer. This is different than an underwriter, if any, who only has an obligation to deal fairly with you, as Issuer. The underwriter, if any, has financial and other interests that differ from the Issuer, unlike the Municipal Advisor who has no financial or other interests that differ from the Issuer.
- (ii) We shall provide advice concerning the structure, timing, terms, sizing and other similar matters related to any potential note or debt issuance by the Issuer.
- (iii) We shall make a reasonable inquiry to the relevant facts that help determine what course of action to take that best suits the Issuer. A reasonable analysis will be conducted to determine that all advice and/or recommendation(s), are not based on materially inaccurate or incomplete information.
- (iv) We shall evaluate possible material risks, benefits and alternatives with the Issuer.
- (v) Our duties are limited to this transaction and the above-mentioned disclosures.

The MSRB provides a brochure covering information for municipal advisory client protections and appropriate regulatory authority contact information on the MSRB homepage at <http://www.msrb.org>.

Disclosure Concerning Conflicts of Interest and Other Information

MSRB Rule G-42 requires that GCI provide in writing any disclosures relating to actual or potential material conflicts of interest, including certain categories of potential conflicts of interest identified in MSRB Rule G-42, if applicable. After reasonable due diligence by GCI, there are no known material conflicts of interest that may affect GCI's ability to serve as a municipal advisor to the Issuer. If new material conflict(s) of interest occurs after the delivery and execution of this Letter, GCI will disclose all new material conflict(s) of interest to the Issuer.

In addition to providing disclosures concerning material conflict(s) of interest, MSRB Rule G-42 further requires GCI to have a fiduciary duty that includes a duty of loyalty and duty of care to the Issuer and to disclose our role and duties as a Municipal Advisor. Our primary obligation is to always act in the best interest of the Issuer.

Disclosure Concerning the Compensation

Our compensation for serving as municipal advisor will be contingent on the closing of the transaction(s) for the issuance of notes and is based, in part, on the size of the note. We will negotiate with the Issuer as to compensation and will be paid upon closing of the transaction(s). The Municipal Advisor will abide by its fiduciary duty to the Issuer and provide unbiased and independent advice as required by MSRB.

Disclosure of Information Regarding Legal Events and Disciplinary History

MSRB Rule G-42 requires that all municipal advisors, including GCI, provide in writing to their clients certain legal or disciplinary events that are material to the Issuer's evaluation of GCI or the integrity of GCI management or personal. GCI believes there are no known legal or disciplinary events reported on any Form MA or Form MA-I that are material to your evaluation of GCI and there are no recent changes made on any Form MA or Form MA-I that are material to your evaluation. Any such information, whether material or not must be reported on Form MA and/or MA-I filed with the SEC, which forms are available and which can be viewed on the SEC's EDGAR system website at <http://www.sec.gov/edgar/searchedgar/companysearch.html>.

Disclosure Relating to Issuing Notes

As with any issuance of debt, your obligation to pay principal and interest when due, will be a contractual obligation that will require you to make these payments no matter what budget restraints you encounter. The failure to pay principal and interest when due, could cause you to be in default. A default may negatively impact your credit ratings and may effectively limit your ability to publicly offer notes or other securities at market rate levels. Please be aware of the following basic aspects of the Note.

Fixed rate notes are interest bearing debt securities issued by an issuer. The interest rates for these notes are specified at closing and will not change while the notes are outstanding. Maturity dates for fixed rate notes are fixed at the time of the issuance and may include serial maturities (specified principal amounts are payable on the same date each year until final maturity) or a term maturity (specified principal amounts are payable on each term maturity date) or a combination of serial and term maturities. Interest on fixed rate notes is typically paid semiannually at a stated fixed rate or rates for each maturity.

General obligation notes are debt securities to which your full faith and credit is pledged to pay principal and interest. Also, the Issuer pledges to use your ad valorem taxing power, if needed, to pay principal and interest.

This debt issuance is secured by a millage collected within the jurisdiction of the Issuer. The Issuer promises to collect the taxes and repay the debt to which it is pledged.

Additionally, the Note will be offered as federally taxable obligations.

It is recommended that you consult with note counsel on such tax matters related to the issuance of the Note.

Disclosure Concerning the Term of Engagement

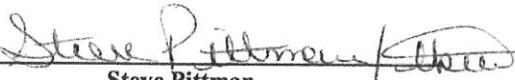
The Term of Engagement is effective on the execution date of the document that employed GCI as the Issuer's appointed municipal advisor and ends upon the closing and delivery of the Note. The Engagement may be terminated with or without cause by the Issuer or the Municipal Advisor. A written notice must be delivered to the other party, specifying the effective date of the termination.

Acknowledgement

We must seek your acknowledgement that you have received this Letter. Accordingly, please acknowledge receipt of this Letter on behalf of the Issuer in the space provided below. If you are not authorized to execute this Letter on behalf of the Issuer, please notify GCI immediately so the correct individual may be contacted. Please let us know if you have any questions or concerns.

Sincerely,

Government Consultants, Inc.

BY: 
Steve Pittman

RECEIPT ACKNOWLEDGEMENT

BY: 
Signature

dated as of date of approval May 31, 2019
Date

Robert E. Smith, Sr., Mayor, City of Columbus, Mississippi
Authorized Representative's Name

ADJOURNMENT

Mayor Smith then asked if there was any other business to come before the Mayor and City Council. There being none, Council Member Jones made a motion that the meeting adjourn. Upon second by Council Member Jackson and unanimous vote, the Mayor announced that the meeting was ADJOURNED.

APPROVED BY:

Robert E. Smith, Sr., Mayor

Deliah Vaughn
CFO/Secretary-Treasurer

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