

**BE IT REMEMBERED** that a Special Meeting of the City Council of Jackson, Mississippi, was convened at City Hall at 10:00 a.m. on November 22, 2022, being the fourth Tuesday of said month, when and where the following things were had and done to wit:

Present: Council Members: Ashby Foote, Council President, Ward 1; Angelique Lee, Vice-President, Ward 2; Brian Grizzell, Ward 4; Kenneth Stokes, Ward 3; Vernon Hartley, Ward 5; Aaron Banks, Ward 6 and Virgi Lindsay, Ward 7. Directors: Safiya Omari, Chief of Staff; Shanekia Mosley-Jordan, Clerk of Council, Sabrina Shelby, Chief Deputy Clerk of Council and Catoria Martin, City Attorney.

Absent: None.

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The meeting was called to order by **President Foote**.

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The invocation was offered by **Rev. Charles Polk, Jr. of St. Luther M.B. Church**.

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

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The following individuals provided public comments during the meeting:

- **Paul Trebotich** who expressed concerns regarding an ongoing water leak at his home on Springridge Rd. on the City of Jackson’s water line.
- **Bill South** who expressed concerns regarding an ongoing water leak at his business on Highway 18.
- **Lee Bernard** who expressed concerns regarding a water leak on Garden Park Drive.

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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 SEPTEMBER 27, 2022 FOR THE FOLLOWING CASES:**

22-382	22-769	21-254	22-798	22-385	22-595	22-1411
21-1873	22-1540	22-1357	22-960	22-1403	21-1619	22-1536
22-1538	22-1539	22-1628	22-1346	22-1291	22-510	22-634

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

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

**WHEREAS**, hearings were held on September 27, 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 #22-382: Parcel #207-41** located at 203 Ferguson Dr.: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare with assessment of actual costs and a penalty of \$500.00. Ward 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.

2) **Case #22-769 Parcel #606-265** located at 2926 Englewood Blvd: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$500.00. Ward 7

Scope of Work: Remove trash, debris, wooden boards/crates, appliances/old furniture, building materials/old bricks, tree limbs & parts, tires; and clean curbside.

3) **Case #21-254: Parcel #602-50** located at 501 E McDowell Rd: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$500.00. Ward 7

Scope of Work: Remove trash, debris, wooden boards/crates, appliances/old furniture, building materials/old bricks, tree limbs & parts, tires; and clean curbside.

4) **Case #22-798: Parcel #619-45** located at 318 Fairhill Drive: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$500.00. Ward 6

Scope of Work: Remove trash, debris, wooden boards/crates, appliances/old furniture, building materials/old bricks, tree limbs & parts, tires; and clean curbside.

5) **Case #22-385: Parcel #611-277** located at 122 Fleming Rd: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$500.00. Ward 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.

6) **Case #CE-22-595 Parcel #811-152** located at 408 Highwood Drive: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$500.00. Ward 2

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.

7) **Case #22-1411: Parcel #737-178** located at 1215 Springdale Drive: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$500.00. Ward 1

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.

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8) **Case #21-1873: Parcel #811-36** located at 5605 Wood Rose Terrace: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$750.00. Ward 2

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.

9) **Case #22-1540: Parcel #105-161-5** located at 505 Watson Street: 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 until November 26, 2022 to cure. If there is a default and the City proceeds with cleaning, hearing officer recommends an assessment of actual costs and a penalty of \$500.00. Ward 4

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

10) **Case #22-1357 Parcel #407-216** located at 1369 Weeks Street: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare 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.

11) **Case #22-960: Parcel #409-537** located at 1909 Utah Street: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare 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.

12) **Case #22-1403: Parcel #405-422** located at 2923 Brown Street: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare 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.

13) **Case #21-1619: Parcel #640-200** located at 506 E Hillsdale Dr: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$500.00. Ward 4

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

14) **Case #22-1536 Parcel #105-135-3** located at 712 Watson St: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$500.00. Ward 3

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

15) **Case #22-1538: Parcel #105-135-1** located at 710 Watson Street: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare 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, wooden boards, crates, appliances, old furniture, building materials, old bricks, tree limbs, tree parts, tires, and clean curbside.

16) **Case #22-1539: Parcel #105-133** located at 638 Watson Street: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare 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, wooden boards, crates, appliances, old furniture, building materials, old bricks, tree limbs, tree parts, tires, and clean curbside.

17) **Case #22-1628: Parcel #105-131** located at 630 Watson Street: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare 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, wooden boards, crates, appliances, old furniture, building materials, old bricks, tree limbs, tree parts, tires, and clean curbside.

18) **Case #22-1346: Parcel #105-144** located at 0 Watson Street: No appearance by owner or an interested party. Hearing officer recommends that the property be held in abeyance and be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$750.00. Ward 3

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

19) **Case #22-1291: Parcel #405-353** located at 3031 Brown Street: 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 until November 26, 2022 to cure. Ward 3

Scope of Work: Remove trash, debris, wooden boards/crates, appliances/old furniture, building materials/old bricks, tree limbs & parts, tires; and clean curbside.

20) **Case #22-510: Parcel #422-199-1** located at 1022 W Mayes Street: After hearing testimony from owner(s) Chauncey West, hearing officer recommends that the property be adjudicated as a menace to public health, safety, and welfare; however, interested parties shall be afforded seven (7) days to enter into a repair agreement, and sixty days (60) to cure. If there is a default and the City proceeds with cleaning, hearing officer recommends an assessment of actual costs and a penalty of \$500.00. Ward 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.

21) **Case #22-634: Parcel #500-68** located at 5405 Crepe Myrtle Drive: No appearance by owner or an interested party. Hearing officer recommends that the property be adjudicated as a menace to public health, safety and welfare with assessment of actual costs and a penalty of \$500.00. Ward 3

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

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

Yeas – Banks, Foote, Grizzell, Hartley, Lee, Lindsay and Stokes.  
Nays – None.  
Absent – None.

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

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**APPROVAL OF THE OCTOBER 25, 2022 SPECIAL COUNCIL MEETING MINUTES.**

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

Yeas – Banks, Foote, Grizzell, Hartley, Lee, Lindsay and Stokes.  
Nays – None.  
Absent – None.

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**APPROVAL OF THE NOVEMBER 8, 2022 REGULAR COUNCIL MEETING MINUTES.**

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

Yeas – Banks, Foote, Grizzell, Hartley, Lee, Lindsay and Stokes.  
Nays – None.  
Absent – None.

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**ORDER APPROVING CLAIMS NUMBER 28105 to 28154 APPEARING AT PAGES 92 TO 119 INCLUSIVE THEREON, ON MUNICIPAL “DOCKET OF CLAIMS”, IN THE AMOUNT OF \$4,159,573.23 AND MAKING APPROPRIATIONS FOR THE PAYMENT THEREOF.**

**IT IS HEREBY ORDERED** that claims numbered 28105 to 28154 appearing at pages 92 to 119, inclusive thereon in the Municipal “Docket of Claims”, in the aggregate amount of \$4,159,573.23 are hereby approved for payment and said amount is expressly appropriated for the immediate payment thereof.

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

<b>FROM:</b>	<b>TO ACCOUNTS PAYABLE FUND</b>
GENERAL FUND	1,428,185.48
TECHNOLOGY FUND	400,330.35
PARKS & RECR. FUND	65,960.83
BUSINESS IMPROV FUND (LANDSCP)	917.69
LANDFILL SANITATION FUND	2,768.67
FIRE PROTECTION	162,604.11
STATE TORT CLAIMS FUND	5,075.62
WATER/SEWER OP & MAINT FUND	407,512.92
DISABILITY RELIEF FUND	123,035.35
EMPLOYEES GROUP INSURANCE FUND	191,271.28
KELLOGG FOUNDATION PROJECT	6,250.00
H O P W A GRANT – DEPT. OF HUD	88,027.85
1% INFRASTRUCTURE TAX	214,651.68
NARCOTICS EVIDENCE ESCROW	1,131.60
MADISON SEWAGE DISP OF & MAINT	1.07
TRANSPORTATION FUND	7,169.94
JXN CONVENTION & VISITORS BUR	279,443.10
2018 TIF BOND \$4.6M – EASTOVER	2,000.00
P E G ACCESS – PROGRAMMING FUND	7,547.51
HUMAN AND CULTURE GRANTS	27,339.84
MHC BLIGHT ELIMINATION PROGRAM	7,734.05
ESG COVID CARES ACT	90,578.22
CDBG COVID CARES	88,652.14
ZOOLOGICAL PARK	1,962.05
LIBRARY FUND	9,453.50
DFA-LAKE HICO AND NORTHGATE	11,400.00
MDOT – CMPDD PROJECTS	529,699.98
<b>TOTAL</b>	<b><u>\$4,159,573.23</u></b>

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

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**President Foote** recognized **Fidelis Malembeka, Chief Financial Officer**, who recommended an amendment on claims to add payments to the following: Neel-Schaffer in the amount of \$224,694.00; Neel-Schaffer in the amount of \$93,423.48 and Waggoner Engineering in the amount of \$433,973.25 for a total amount of \$752,090.73.

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**President Foote** recognized **Council Member Lindsay** who moved; seconded by **Vice President Lee** to amend said order to reflect the changes as stated by **Fidelis Malembeka, Chief Financial Officer**. The motion prevailed by the following vote:

- Yeas – Banks, Foote, Grizzell, Hartley, Lee and Lindsay.
- Nays – None.
- Abstention – Stokes.
- Absent – None.

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**President Foote** recognized **Fidelis Malembeka, Chief Financial Officer**, who provided a brief overview of the larger claims.

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Thereafter, **President Foote**, called for a vote of said item as amended:

**ORDER APPROVING CLAIMS NUMBER 28105 to 28154 APPEARING AT PAGES 92 TO 119 INCLUSIVE THEREON, ON MUNICIPAL "DOCKET OF CLAIMS", IN THE AMOUNT OF \$4,911,664.06 AND MAKING APPROPRIATIONS FOR THE PAYMENT THEREOF.**

**IT IS HEREBY ORDERED** that claims numbered 28105 to 28154 appearing at pages 92 to 119, inclusive thereon in the Municipal "Docket of Claims", in the aggregate amount of \$4,911,664.06 are hereby approved for payment and said amount is expressly appropriated for the immediate payment thereof.

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

<b>FROM:</b>	<b>TO ACCOUNTS PAYABLE FUND</b>
GENERAL FUND	1,428,185.48
TECHNOLOGY FUND	400,330.35
PARKS & RECR. FUND	65,960.83
BUSINESS IMPROV FUND (LANDSCP)	917.69
LANDFILL/SANITATION FUND	2,768.67
FIRE PROTECTION	162,604.11
STATE TORT CLAIMS FUND	5,075.62
WATER/SEWER OP & MAINT FUND	407,512.92
WATER/SEWER CAPITAL IMPR FUND	317,117.48
DISABILITY RELIEF FUND	123,035.35
EMPLOYEES GROUP INSURANCE FUND	191,271.28
KELLOGG FOUNDATION PROJECT	6,250.00
H O P W A GRANT - DEPT. OF HUD	88,027.85
INFRASTRUCTURE BOND 2020 \$32M	433,973.35
1% INFRASTRUCTURE TAX	214,651.68
MADISON SEWAGE DISP OP & MAINT	1.07
TRANSPORTATION FUND	7,169.94
JXN CONVENTION & VISITORS BUR	279,443.10
2018 TIF BOND \$4.6M - EASTOVER	2,000.00
P E G ACCESS- PROGRAMMING FUND	7,547.51
HUMAN AND CULTURE GRANTS	27,339.84
MHC BLIGHT ELIMINATION PROGRAM	7,734.05
ESG COVID CARES ACT	90,578.22
CDBG COVID CARES	88,652.14
ZOOLOGICAL PARK	1,962.05
LIBRARY FUND	9,453.50
DFA-LAKE HICO AND NORTHGATE	11,400.00
MDOT-CMPDD PROJECTS	529,699.98
<b>TOTAL</b>	<b>\$4,911,664.06</b>

Yeas –Foote, Grizzell, Lee and Lindsay.  
Nays – Banks, Hartley and Stokes.  
Absent – None.

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**ORDER APPROVING GROSS PAYROLL INCLUDING PAYROLL DEDUCTION CLAIMS NUMBERED 28105 TO 28154 AND MAKING APPROPRIATION FOR THE PAYMENT THEREOF.**

**IT IS HEREBY ORDERED** that payroll deduction claims numbered 28105 to 28154 inclusive therein, in the Municipal "Docket of Claims", in the aggregate amount of \$103,686.29 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:

<b>FROM:</b>	<b>TO ACCOUNTS PAYABLE FUND</b>	<b>TO PAYROLL FUND</b>
GENERAL FUND		2,179,905.59
PARKS & RECR FUND		97,446.01
LANDFILL FUND		15,554.21
SENIOR AIDES		3,360.24
WATER/SEWER OPER & MAINT		250,187.72
PAYROLL	103,686.29	
HOUSING COMM DEV		11,905.57
TITLE III AGING PROGRAMS		5,812.52
TRANSPORTATION FUND		15,900.71
PEG ACCESS-PROGRAMMING FUND		4,987.68
2020 SAKI GRAND DOJ		7,350.76
ZOOLOGICAL PARK		27,642.07
AMERICAN RESCUE PLAN ACT 2021		6,547.88
<b>TOTAL</b>		<b>\$2,626,600.96</b>

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

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

Nays – None.

Absent – None.

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**President Foote** requested Agenda Item No. 29 be moved forward. Hearing no objections, the Clerk read the following:

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JACKSON, MISSISSIPPI, AUTHORIZING AND DIRECTING THE ISSUANCE OF TAX INCREMENT FINANCING REVENUE BONDS, SERIES 2022 (FONDREN HOSPITALITY PROJECT), OF THE CITY OF JACKSON, MISSISSIPPI, IN THE MAXIMUM AGGREGATE PRINCIPAL AMOUNT OF \$1,000,000, IN ONE OR MORE FEDERALLY TAXABLE OR TAX-EXEMPT SERIES, TO PROVIDE FUNDS FOR THE PURPOSE OF PAYING OR REIMBURSING THE COSTS OF CONSTRUCTING VARIOUS INFRASTRUCTURE IMPROVEMENTS FOR THE USE OR BENEFIT OF THE FONDREN HOSPITALITY PROJECT, PURSUANT TO PLANS, INCLUDING THE TAX INCREMENT FINANCING PLAN, PRESENTED TO AND APPROVED BY THE MUNICIPALITY; PRESCRIBING THE FORM OF AND INCIDENTS OF THE BONDS; PROVIDING FOR THE COLLECTION, SEGREGATION, AND DISTRIBUTION OF THE TAX INCREMENT REVENUES TO BE DERIVED FROM THE TAX INCREMENT FINANCING DISTRICT PURSUANT TO THE TAX INCREMENT FINANCING PLAN IN AN AMOUNT SUFFICIENT TO PAY THE PRINCIPAL OF AND INTEREST ON THE BONDS; AUTHORIZING VARIOUS FUNDS AND ACCOUNTS, INCLUDING A DEBT SERVICE RESERVE ACCOUNT; MAKING PROVISION FOR MAINTAINING THE TAX-EXEMPT STATUS OF THE BONDS, IF ANY; APPROVING AND AUTHORIZING THE EXECUTION AND DISTRIBUTION OF A PURCHASE AGREEMENT AND A PLACEMENT AGREEMENT PERTAINING TO THE SALE OF THE BONDS; ACKNOWLEDGING AND AUTHORIZING THE EXECUTION OF POST**



**ISSUANCE COMPLIANCE PROCEDURES; ENGAGING VARIOUS PROFESSIONALS IN CONNECTION WITH THE AUTHORIZATION, ISSUANCE, VALIDATION, SALE, AND DELIVERY OF THE BONDS; AND FOR RELATED PURPOSES).**

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

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

"Act" shall mean Sections 21-45-1 *et seq.*, Mississippi Code of 1972, as amended.

"Additional Bonds" shall mean bonds issued on a parity of lien with regard to the pledge of the TIF Revenues with the Bonds pursuant to the requirements of the Bond Resolution.

"Additional Bonds Resolution" shall mean any resolution of the Municipality authorizing and directing the issuance of Additional Bonds.

"Annual Debt Service Requirement" shall mean for any Fiscal Year, the sum of the following with respect to all Outstanding Bonds: (a) all amounts required to pay principal (at maturity or upon mandatory redemption other than mandatory sinking fund redemption payments); (b) the amount of any mandatory sinking fund requirement (including for the Fiscal Year in which such Bonds shall be redeemed from the sinking fund only such amount as was not required to be funded prior to such Fiscal Year); and (c) interest due on all Outstanding Bonds.

"Bonds" shall mean the Municipality's Tax Increment Financing Revenue Bonds, Series 2022 (Fondren Hospitality Project), authorized and directed to be issued in the Bond Resolution. The Bonds shall be in the maximum aggregate principal amount of \$1,000,000, in one or more federally taxable or tax-exempt series, but in the actual amount sold and issued pursuant to the Purchase Agreement, out of the total authorized amount of \$1,000,000.

"Bond Counsel" shall mean The May Law Firm, PLLC, Jackson, Mississippi and Watkins & Eager PLLC, Jackson, Mississippi, or any other nationally recognized attorneys on the subject of municipal bonds (a "Nationally-Recognized Bond Counsel").

"Bond Fund" shall mean the Bond Fund (Fondren Hospitality Project), including a Reserve Account, if any, as established and created by Section 2.01 of the Bond Resolution.

"Bond Payments" shall mean payments of principal of, premium, if any, and interest on the Bonds, and Paying Agent charges pertaining to the Bonds, and any other payments as are provided for in the Bond Resolution regarding the payment of and security for the Bonds, and specifically including any prepayments of principal on the Bonds.

"Bond Resolution" shall mean this resolution authorizing and directing the issuance of the Bonds.

"Bondholder" or any similar term, shall mean any Person who shall be the Registered Owner of any Outstanding Bonds.

"Business Day" shall mean a day of the year on which banks located in the city in which the principal office of the Paying Agent is located are not required or authorized to remain closed.

"Captured Assessed Value" shall mean, with respect to real property within the TIF District, including personal property located thereon, the amount by which the "current assessed value" of such property exceeds the "original assessed value," as such terms are defined in the Act.

"Closing Date" with respect to the Bonds shall mean the date of issuance and delivery of the Bonds to the Purchaser.

"Code" shall mean the Internal Revenue Code of 1986, as amended, supplemented, or superseded, and any regulations promulgated thereunder.

“Costs of the Infrastructure Improvements” shall mean any or all of the costs of acquisition and construction of the Infrastructure Improvements for the Project.

“Counsel to the Municipality” shall mean Catoria P. Martin, Esq., Jackson, Mississippi.

“County” shall mean Hinds County, Mississippi.

“Debt Service Reserve Requirement” means the lesser of the following: (i) the maximum amount of principal and interest becoming due in the current or any future Fiscal Year on all Bonds then Outstanding; (ii) 120% of the average Annual Debt Service Requirement for the Bonds; or (iii) 10% of the stated principal amount of the Bonds.

“Developer” shall mean Fondren Hospitality, LLC, a Mississippi limited liability company, or any entities related thereto, or any successors or assigns thereof, the Developer of the Project.

“Development and Reimbursement Agreement” shall mean the development and reimbursement agreement between the Municipality and the Developer, approved by the Governing Body of the Municipality on June 19, 2018, and dated as of June 20, 2018.

“DTC” shall mean The Depository Trust Company, New York, New York.

“Fiscal Year” shall mean the period commencing on the first day of October of one year and ending with the last day of September of the following year.

“Governing Body” shall mean the City Council of the Municipality.

“Improvement Fund” shall mean the Improvement Fund (Fondren Hospitality Project), as established and created by Section 2.01 of the Bond Resolution.

“Infrastructure Improvements” shall mean various public infrastructure improvements, as described further in the TIF Plan and in the Development and Reimbursement Agreement, including, but not limited to, the cost of demolishing and removing structures and acquiring and constructing various improvements for the use or benefit of the Project, which may include, but are not necessarily limited to: installation, rehabilitation and/or relocation of utilities such as water, gas and sanitary sewer; construction, renovation, or rehabilitation of drainage improvements, roadways, curbs, gutters, sidewalks, site improvements, structured and surface parking; relocation of electrical lines; lighting and signalization; landscaping of rights-of-way; related architectural/engineering fees, attorney's fees, TIF Plan preparation fees, issuance costs, capitalized interest, and other related soft costs.

“Maximum Annual Debt Service Requirement” shall mean, at any given time of determination with respect to the Bonds or any series thereof, an amount equal to the maximum Annual Debt Service Requirement coming due thereon for the then current or any future Fiscal Year.

“Mayor” shall mean the Mayor of the Municipality.

“Municipal Advisor” shall mean Ricardo H. Callender of PFM Financial Advisors LLC.

“Municipal Clerk” shall mean the Municipal Clerk of the Municipality.

“Municipality” shall mean the City of Jackson, Mississippi.

“Municipality Ad Valorem TIF Revenues” shall mean 100% of the Municipality's additional ad valorem tax revenues received by the Municipality resulting from ad valorem taxes on the Captured Assessed Value of real property, including personal property located thereon, within the boundaries of the TIF District, as defined and calculated in the manner set forth in the Act; the amount of the TIF Bonds to be issued will be sized based upon 100% of the Municipality Ad Valorem TIF Revenues.

“Municipality Sales Tax TIF Revenues” shall mean 100% of the Municipality's additional municipal sales tax diversion received by the Municipality from sales taxes collected within the boundaries of the TIF District, based upon the “original sales value,” as defined

and calculated in the manner set forth in the Act; provided, however, that the amount of the TIF Bonds to be issued will be sized based upon 50% of the Municipality Sales Tax TIF Revenues.

“Original Assessed Value” shall mean with regard to ad valorem taxes of the Municipality, the assessed value of all real and personal property included in the TIF District at the time the TIF Plan was approved by the Municipality on June 19, 2018.

“Outstanding” in connection with the Bonds shall mean, as of the time in question, all Bonds authenticated and delivered pursuant to the Bond Resolution, or any resolution authorizing and directing the issuance of any Additional Bonds, except:

(a) Bonds deemed paid pursuant to Section 9.02 hereof or pursuant to any similar provisions in any resolution authorizing and directing the issuance of any Additional Bonds; and

(b) Bonds in substitution for which other Bonds have been authenticated and delivered pursuant to Sections 3.03(b), 3.04, or 3.05 hereof or pursuant to any similar provisions in any Additional Bonds Resolution.

In determining whether the Bondholders of a requisite aggregate principal amount of Outstanding Bonds have concurred in any request, demand, authorization, direction, notice, consent or waiver pursuant to the provisions hereof (unless all Outstanding Bonds are so held), Bonds which are held by or on behalf of the Municipality or any Person controlling, controlled by or under common control with the Municipality shall be disregarded for the purpose of any such determination.

“Paying Agent” shall mean any bank, trust company, other institution, or the Municipal Clerk, as designated whether herein or hereafter by the Governing Body, to make payments of the principal of and interest on the Bonds, to serve as registrar and transfer agent for the registration of owners of the Bonds, and for the performance of other duties as may be herein or hereafter specified by the Governing Body.

“Payment Date” shall mean such dates as are set out in the Purchase Agreement for the payment of principal and interest on the Bonds.

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

“Placement Agent” shall mean a placement agent (if any) engaged by the Governing Body to facilitate the sale of the Bonds to the Purchaser.

“Placement Agreement” shall mean the placement agreement (if any) between the Municipality and the Placement Agent, pursuant to which the Placement Agent will facilitate the sale of the Bonds by the Purchaser, in substantially the form attached here to as **Attachment C**.

“Procedures” shall mean the Post Issuance Compliance Procedures, in substantially the form set out in **Attachment D** hereto.

“Project” shall mean a 125-room hotel, parking, and related amenities in the Fondren neighborhood in the Municipality, known as the Fondren Hospitality Project, as described more fully in the TIF Plan.

“Purchase Agreement” shall mean the bond purchase agreement, commitment to finance, term sheet, or other similar agreement to be entered into between the Municipality and the Purchaser for the sale and purchase, in substantially the form attached here to as **Attachment B**.

“Purchaser” shall mean the purchaser or purchasers of the Bonds.

“Record Date” shall mean, as to interest payments, the fifteenth day of the calendar month preceding the dates set for payment of interest on the Bonds and, as to payments of principal, the fifteenth day of the calendar month preceding the maturity date thereof.

“Record Date Registered Owner” shall mean the Registered Owner as of the Record Date.

“Redevelopment Plan” shall mean the Municipality’s *Tax Increment Financing Redevelopment Plan, City of Jackson Mississippi, 2007*, as amended from time to time.

“Registered Owner” shall mean the Person whose name shall appear as the owner of a Bond in the registration records of the Municipality.

“Representation Letter” shall mean the blanket letter of representation to DTC pertaining to book-entry obligations of the Municipality.

“Reserve Account” means the debt service reserve account by that name, if any, established and created by Section 2.01 of the Bond Resolution.

“State” shall mean the State of Mississippi.

“Subsection 148(f)” shall mean Subsection 148(f) of the Code.

“Subsection 148(f) Regulations” shall mean any regulations promulgated from time to time pursuant to Subsection 148(f).

“TIF District” shall mean the tax increment financing district described in the TIF Plan.

“TIF Plan” shall mean the *Tax Increment Financing Plan for the Fondren Hospitality Project, May 2018*, approved by the Governing Body of the Municipality on June 19, 2018.

“TIF Revenues” shall mean, together, the Municipality Ad Valorem TIF Revenues and the Municipality Sales Tax TIF Revenues.

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

2. The Governing Body has heretofore approved the Redevelopment Plan.

3. The Governing Body has heretofore on May 8, 2018, adopted a resolution declaring its intention to exercise its tax increment financing power pursuant to the Act and the Redevelopment Plan, and called a public hearing on the TIF Plan to be held on May 22, 2018. Notice of the public hearing on the TIF Plan was published in the *Mississippi Link* on May 10, 2018, and May 17, 2018, as evidenced by the proof of publication attached hereto as **Attachment E**. The Governing Body held a public hearing on the TIF Plan on May 22, 2018, and following the public hearing, the Governing Body adopted a resolution approving the TIF Plan on June 19, 2018/

4. The Governing Body hereby confirms and reapproves the adoption of the Redevelopment Plan and the TIF Plan.

5. The TIF Plan and the above proceedings authorize the Municipality to issue the Bonds to pay or reimburse all or a portion of the Costs of the Infrastructure Improvements for the Project.

6. On June 19, 2018, the Governing Body adopted a resolution approving the execution of the Development and Reimbursement Agreement pertaining to the Project between the Municipality and the Developer. The Development and Reimbursement Agreement was executed on June 20, 2018, by the Mayor and the Municipal Clerk and an authorized representative of the Developer.

7. The Original Assessed Value, as such term is defined in the Act, of all real and personal property included in the TIF District, according to the Ad Valorem Tax Assessment Certificate of the Tax Assessor of the County dated January 25, 2022, was \$84,431, as of January 1, 2018. A copy of such certification is attached hereto as **Attachment A**.

8. The Original Sales Tax Diversion Amount, as such term is defined in the Act, of the sales tax collected within the TIF District and diverted to the Municipality, as determined by the Mississippi Department of Revenue, according to the Sales Tax Diversion Certificate of the Mississippi Department of Revenue dated May 24, 2022, was \$0.00, as of April 30, 2018. A copy of such certification is attached hereto as **Attachment A**.

9. The Municipality is now authorized pursuant to the provisions of the Act and the TIF Plan to issue the Bonds to provide funds to pay or reimburse all or a portion of the Costs of the Infrastructure Improvements for the Project, the Bonds to be payable solely from the TIF Revenues as provided herein.

10. The maximum aggregate principal amount of the Bonds authorized herein is \$1,000,000. The actual amount issued pursuant to the Bond Resolution shall be such amount as is actually sold and delivered pursuant to the Purchase Agreement. Any authorized but unissued amount may be issued pursuant to subsequent deliberations and actions of the Municipality.

11. The Municipality will size the principal amount of the Bonds or any series thereof so that the principal amount of the Bonds will equal the lesser of (1) such amount as can be retired out of the projected TIF Revenues, as determined by the Municipality in accordance with fact, and (2) \$1,000,000.

12. Pursuant to the Act and the TIF Plan, the TIF Bonds will be secured by (a) a pledge of 100% of the Municipality Ad Valorem TIF Revenues and (b) a pledge of 100% of the Municipality Sales Tax TIF Revenues.

13. The amount of the TIF Bonds to be issued will be based upon 100% of the Municipality Ad Valorem TIF Revenues and 50% of the Municipality Sales Tax TIF Revenues.

14. In order to prepare the necessary resolutions and documents for the issuance and sale of the Bonds, it is in the best interest of the Municipality to affirm the engagement of Counsel to the Municipality, Bond Counsel, and the Municipal Advisor to prepare and distribute such resolutions and documents as necessary in order to facilitate the issuance and sale of the Bonds at a subsequent date, subject to the approval by the Mayor of the terms of the sale of the Bonds, and to authorize the engagement, if necessary, of a Placement Agent for the sale of the Bonds.

15. The Bonds may be privately sold to the Purchaser pursuant to the terms and conditions of a Purchase Agreement distributed by the Municipal Advisor.

16. The Bonds may be privately placed by the Placement Agent, if any, to be hereinafter designated by the Governing Body, and sold to the Purchaser pursuant to the terms and provisions of a Placement Agreement and a Purchase Agreement.

17. Pursuant to the Act, the Municipality is authorized to sell the Bonds at private sale, such sale to be consummated pursuant to the Purchase Agreement and/or the Placement Agreement, and it is necessary and appropriate for the Municipality to approve the Purchase Agreement, in substantially the form attached hereto as **Attachment B**, and to approve the Placement Agreement, in substantially the form attached hereto as **Attachment C**, and to authorize the Mayor and the Municipal Clerk to execute the Purchase Agreement and/or the Placement Agreement on behalf of the Municipality provided that: (a) the aggregate principal amount of the Bonds shall not exceed \$1,000,000; (b) the Purchase Agreement shall be executed within one year of the adoption of the Bond Resolution; (c) pursuant to the Act, the term of the Bonds shall not exceed 30 years or not longer than the remaining life of the TIF District; (d) the overall interest rate for the Bonds shall not exceed 11% per annum; and (e) the payments of principal and interest can be made from projected TIF Revenues as provided for in the Bond Resolution.

18. The Purchase Agreement pertaining to the sale of the Bonds to the Purchaser should be distributed to prospective purchasers of the Bonds.

19. The Code provides that noncompliance with the provisions thereof may cause interest on obligations to become taxable retroactive to the initial date of issuance, and provides that the tax-exempt status of interest on obligations such as the Bonds is contingent on a number of future actions by the Municipality. It is necessary to make certain covenants pertaining to the exclusion of the interest on the Bonds from gross income for purposes of federal income taxation since such

exclusion may depend, in part, upon continuing compliance by the Municipality with certain requirements of the Code.

20. The Municipality reasonably expects that not less than 85% of the spendable proceeds of the Bonds will be used to carry out the governmental purposes of the Bonds within a three-year period beginning on the date of issuance of the Bonds. No more than 50% of the proceeds of the Bonds will be invested in non-purpose investments (as defined in Section 148(f)(6)(A) of the Code) having a substantially guaranteed yield for four years or more.

21. The Bonds are not "private activity bonds" as such term is defined in Section 141 of the Code.

22. The Governing Body does not reasonably anticipate that the Municipality or any other subordinate entities thereof will issue more than \$10,000,000 of "qualified tax-exempt obligations" (other than "private activity bonds") in the calendar year in which the Bonds are issued. Subject to final confirmation in the Purchase Agreement executed by the Municipality and the Purchaser, it is necessary to designate the Bonds as "qualified tax-exempt obligations" within the meaning of Section 265(b)(3) of the Code for the calendar in which the Bonds are issued.

23. The Governing Body desires to approve and adopt the Post Issuance Compliance Procedures in substantially the form attached hereto as **Attachment D**.

24. The Governing Body does now find and determine that it is necessary, advisable, and in the public interest that the Bonds be prepared, executed, and issued as hereinafter provided.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF JACKSON, MISSISSIPPI, AS FOLLOWS:**

ARTICLE I.

STATUTORY AUTHORITY; SALE AND AWARD OF BONDS

**SECTION 1.01. AUTHORITY OF THIS RESOLUTION.** The Bond Resolution is adopted pursuant to the authority of and in compliance with the provisions of the Act and the TIF Plan.

**SECTION 1.02. ENGAGEMENT OF PROFESSIONALS.** In connection with the issuance of the Bonds for the payment or reimbursement of all or a portion of the Costs of the Infrastructure Improvements for the Project, the Governing Body affirms and/or approves the engagement of certain professionals to assist with the issuance of the Bonds and authorizes the Mayor and/or the Municipal Clerk to execute any necessary letters of engagement and disclosure. The Governing Body affirms the engagement of the following: (a) the Municipal Advisor; (b) Bond Counsel; and, (c) Counsel to the Municipality. If in the best interests of the Municipality and based upon the advice of the Municipal Advisor, the Governing Body authorizes the engagement of a Placement Agent; the Mayor and the Municipal Clerk are authorized to execute any required letters of engagement and/or disclosure for the Placement Agent.

**SECTION 1.03. SALE OF BONDS PURSUANT TO PLACEMENT AGREEMENT AND PURCHASE AGREEMENT.**

(a) **Sale of the Bonds.** The Bonds shall be sold to the Purchaser pursuant to the Placement Agreement and/or the Purchase Agreement.

(b) **Placement Agreement.** The Placement Agreement, in substantially the form attached hereto as **Attachment C**, is hereby approved, and the Mayor and the Municipal Clerk are authorized to execute and deliver the Placement Agreement for and on behalf of the Municipality, if the Mayor, upon advice and counsel of the Municipal Advisor, determines the engagement of the Placement Agent to be in the best interests of the Municipality, with such completions, changes, insertions, and modifications as shall be approved by the Mayor and the Placement Agent, the execution thereof by the Mayor to be conclusive evidence of such approval by the Municipality.

(c) **Purchase Agreement.** The Purchase Agreement, in substantially the form attached hereto as **Attachment B**, is hereby approved, and the Mayor and the Municipal Clerk are authorized to

execute and deliver the Purchase Agreement for and on behalf of the Municipality, with such completions, changes, insertions, and modifications as shall be approved by the Mayor and the Purchaser, the execution thereof by the Mayor to be conclusive evidence of such approval by the Municipality, provided that: (a) the aggregate principal amount of the Bonds shall not exceed \$1,000,000; (b) the Purchase Agreement shall be executed within one year of the adoption of the Bond Resolution; (c) pursuant to the Act, the term of the Bonds shall not exceed 30 years or not longer than the remaining life of the TIF District; (d) the overall interest rate for the Bonds shall not exceed 11% per annum; and (e) the payments of principal and interest can be made from projected TIF Revenues as provided for in the Bond Resolution.

**ARTICLE II.**

**ESTABLISHMENT OF FUNDS; APPLICATION OF BOND PROCEEDS**

**SECTION 2.01. ESTABLISHMENT OF FUNDS.** There are hereby affirmed or established the following special funds.

(a) Bond Fund (Fondren Hospitality Project). The Bond Fund is hereby created and established as a special trust fund of the Municipality. The Bond Fund shall be used only for the deposit of TIF Revenues and the payment of principal of, premium, if any, and interest on the Bonds, and related payment expenses, so long as any of the Bonds remain Outstanding.

(1) Debt Service Reserve Account. If required by the Municipality or the Purchaser in the Purchase Agreement, the Municipality shall establish a "Reserve Account" in an amount and in accordance with the provisions to be set forth in the Bond Resolution. The Reserve Account shall be maintained with a qualified depository.

(b) Improvement Fund (Fondren Hospitality Project). The Improvement Fund is hereby created and established as a special trust fund of the Municipality. The Improvement Fund shall be held as a special trust fund separate and apart from all other funds and accounts of the Municipality. The moneys in the Improvement Fund shall be used to pay the costs of the authorization, issuance, sale, validation, execution, and delivery of the Bonds and to pay or reimburse all or a portion of the Costs of the Infrastructure Improvements for the Project, including without limitation the reimbursements to the Developer for the moneys advanced for the Costs of the Infrastructure Improvements pursuant to the Development and Reimbursement Agreement and the Bond Resolution.

(c) The Municipal Clerk and the Mayor are authorized to take such actions as are necessary to open any accounts related to the Bonds with financial institutions, including, but not limited to the Bond Fund, the Reserve Account, and the Improvement Fund.

**SECTION 2.02. APPLICATION OF BOND PROCEEDS.** All moneys received from the sale of the Bonds shall, on the date of delivery of the Bonds, be applied as follows:

(a) Bond Fund. A sum equal to the accrued interest, if any, received upon the sale and delivery of the Bonds shall be deposited in the Bond Fund herein established upon receipt thereof, including the:

(1) Reserve Account. If required by the Municipality or the Purchaser in the Purchase Agreement, a sufficient portion of the proceeds of the sale of the Bonds shall be deposited into a Reserve Account, together with any other moneys, if any, available for such purpose, including the TIF Revenues, in an amount sufficient to satisfy the Debt Service Reserve Requirement.

(b) Improvement Fund. The remaining proceeds of the sale of the Bonds shall be deposited into the Improvement Fund to first pay the costs of the authorization, issuance, sale, validation, execution, and delivery of the Bonds and to pay or reimburse the Costs of the Infrastructure Improvements for the Project.

**ARTICLE III.**

**AUTHORIZATION, TERMS AND EXECUTION OF THE BONDS**

**SECTION 3.01. AUTHORIZATION AND TERMS OF THE BONDS; REDEMPTION PRIOR TO MATURITY.**

(a) In order to finance the payment or reimbursement of all or a portion of the Costs of the Infrastructure Improvements for the Project, the Bonds are hereby authorized and directed to be issued. The Bonds shall be issued as fully registered bonds; shall be dated such date specified in the Purchase Agreement; shall be in the actual principal amount specified in the Purchase Agreement; shall be in the denominations specified in the Purchase Agreement; shall be numbered consecutively in numerical order from 1 upward; shall bear interest from the date thereof at the rates specified in the Purchase Agreement, commencing on a date specified in the Purchase Agreement, payable semiannually on such dates in each year as specified in the Purchase Agreement; and shall mature, subject to prior redemption, if so provided in the Purchase Agreement, on the dates and in the years and principal amounts specified in the Purchase Agreement.

(b) The Bonds shall be issued in such actual amount as is specified in the Purchase Agreement and actually sold and delivered. The remaining authorized but unissued Bonds shall then be such amount as equals \$1,000,000 less the amount issued pursuant to the Bond Resolution and the Purchase Agreement.

(c) Mandatory Sinking Fund Redemption. The Bonds may be subject to mandatory sinking fund redemption if so provided in and according to the terms and conditions in the Purchase Agreement.

(d) Optional Redemption.

(1) The Bonds may be subject to optional redemption prior to their respective maturities at the election of the Municipality if so provided in the Purchase Agreement and according to the terms and provisions as set forth in the Purchase Agreement, either in whole or in part on any date, at the principal amount thereof together with accrued interest to the date fixed for redemption.

(2) Interest shall cease to accrue on any of the Bonds which are duly called for prior redemption on the date set for redemption if payment thereof on the redemption date has been duly made or provided for.

(3) Notice of each redemption, if any, shall be mailed, postage prepaid, not less than 30 days prior to the redemption date, to all Registered Owners of the Bonds to be redeemed at their addresses as they appear on the registration books of the Municipality kept by the Paying Agent. If less than all of the Outstanding Bonds of a maturity are to be redeemed, the particular Bonds to be redeemed shall be selected by the Paying Agent by lot or random selection in such manner as the paying Agent shall deem fair and appropriate. The Paying Agent may provide for the selection of portions of the principal of the Bonds, and for all purposes of the Bond Resolution, all provisions relating to the redemption of the Bonds shall relate, in the case of any Bond redeemed or to be redeemed only in part, to the portion of the principal of such Bond which has been or is to be redeemed.

(4) If less than all of a Bond is to be redeemed, then in such case, upon the surrender of such Bond, there shall be issued to the Registered Owner thereof, without charge therefor, for the unredeemed balance of the principal amount of such Bond, a new Bond or Bonds of like designation, interest rate and maturity in any authorized denomination.

(5) Prior to the date fixed for redemption, if any, moneys shall be placed in trust with the Paying Agent to pay the principal amount thereof together with accrued interest to the date fixed for redemption of the Bonds called for redemption and accrued interest thereon to the redemption date, with irrevocable instructions to apply such funds to such payment on such date. Upon the happening of the above conditions, the Bonds, or portions thereof, thus called for redemption shall cease to bear interest from and after the redemption date, shall no longer be protected by the Bond Resolution and shall not be deemed to be Outstanding pursuant to the provisions of the Bond Resolution.

**SECTION 3.02. PAYMENTS OF INTEREST AND PRINCIPAL.**



(a) Payments of principal shall be made without presentation and surrender of the Bonds then due for payment at the principal office of the Paying Agent to the Record Date Registered Owner in lawful money of the United States of America.

(b) Payment of each installment of interest on the Bonds shall be made to the Record Date Registered Owner thereof. Interest shall be payable in the aforesaid manner irrespective of any transfer or exchange of any such Bond subsequent to the Record Date and prior to the due date of the interest.

(c) Interest on the Bonds shall be paid, without presentation and surrender of the Bonds, as set forth in this Section, and the principal of the Bonds shall be paid, without presentation and surrender of the Bonds, by check or draft delivered to or mailed on the applicable Payment Date to the Registered Owners at the addresses appearing in the registration records of the Paying Agent. Any such address may be changed by written notice from the Registered Owner to the Paying Agent by certified mail, return receipt requested, or such other method as may be subsequently prescribed or allowed by the Paying Agent, such notice to be received by the Paying Agent not later than the fifteenth day of the calendar month preceding the applicable Payment Date to be effective as of such date.

**SECTION 3.03. EXECUTION, VALIDATION, AND DELIVERY OF THE BONDS.**

(a) The Bonds shall be executed by the manual or facsimile signature of the Mayor and countersigned by the manual or facsimile signature of the Municipal Clerk, with the seal of the Municipality imprinted or affixed thereto; provided, however, all signatures and seals appearing on the Bonds, other than the signature of an authorized officer of the Paying 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 Municipality whose signature or a facsimile of whose signature shall appear on the Bonds shall cease to be such official before the delivery or reissuance thereof, such signature or such facsimile shall nevertheless be valid and sufficient for all purposes, the same as if such official had remained in office until delivery or reissuance.

(b) In case any Bond shall become mutilated, stolen, destroyed, or lost, the Municipality shall, if not then prohibited by law, cause to be authenticated and delivered a new Bond of like date, number, maturity, and tenor in exchange and substitution for and upon cancellation of such mutilated Bond, or in lieu of and in substitution for such Bond stolen, destroyed, or lost, upon the Registered Owner's paying the reasonable expenses and charges of the Municipality in connection therewith, and in case of a Bond stolen, destroyed, or lost, the Registered Owners filing with the Municipality or Paying Agent evidence satisfactory to them that such Bond was stolen, destroyed, or lost, and of the ownership thereof, and furnishing the Municipality or Paying 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.

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

(d) Prior to or simultaneously with the delivery by the Paying Agent of any of the Bonds, the Municipality shall file with the Paying Agent:

(1) a copy, certified by the Municipal Clerk, of the transcript of proceedings of the Governing Body in connection with the authorization, issuance, sale, validation, execution, and delivery of the Bonds; and

(2) an authorization to the Paying Agent, signed by the Mayor or the Municipal Clerk, to authenticate and deliver the Bonds to the Purchaser.

(e) The Paying Agent shall authenticate the Bonds and deliver them to the Purchaser upon payment of the purchase price of the Bonds to the Municipality.

(f) The Paying Agent is hereby authorized upon the written approval of the Mayor and/or the Municipal Clerk to have printed from time to time as necessary additional Bond certificates, which certificates may bear the manual or facsimile seal of the Municipality and manual or facsimile signatures of the officials of the Municipality as of the date of the authorization thereof or as of the date of execution.

(g) The Bonds herein directed to be issued shall be submitted to validation in the County pursuant to the provisions of Sections 31-13-1 *et seq.*, Mississippi Code of 1972, as amended, and, to that end, the Municipal Clerk is hereby instructed to make up, certify, and transmit to the State Bond Attorney a transcript of proceedings and other documents relating to the issuance of the Bonds.

(h) When the Bonds shall have been validated and executed as herein provided, they shall be registered as an obligation of the Municipality in the office of the Municipal Clerk in a book maintained for that purpose, and the Municipal Clerk shall cause to be imprinted upon or accompany each of the Bonds, over the Municipal Clerk's manual or facsimile signature and impressed or facsimile seal, the Municipal Clerk's certificate in substantially the form set out in Section 3.08 hereof.

**SECTION 3.04. INTERCHANGEABILITY OF BONDS.** The Bonds, upon surrender thereof at the office of the Paying Agent, together with an assignment duly executed on the Bond by the Registered Owner or his attorney or legal representative, may be exchanged for an equal aggregate principal amount of Bonds of the same series and maturity, of any denomination or denominations authorized by the Bond Resolution, and bearing interest at the same rate.

**SECTION 3.05. TRANSFER OF BONDS.** (a) Each Bond shall be transferable only on the books of the Municipality kept by the Paying Agent, upon surrender thereof at the principal office of the Paying Agent, together with a written instrument of transfer satisfactory to the Paying Agent duly executed by the Registered Owner or his attorney duly authorized in writing. Upon the transfer of any such Bond, the Municipality shall issue in the name of the transferee a new Bond or Bonds of the same aggregate principal amount and maturity and rate of interest as the surrendered Bond.

- (c) The Municipality and the Paying Agent may deem and treat the Person in whose name any Bond shall be registered upon the books of the Municipality as the absolute owner thereof, whether such Bond shall be overdue or not, for the purpose of receiving payment of the principal and accrued interest on such Bond and for all other purposes. All such payments so made to any such Registered Owner or upon his order shall be valid and effectual to satisfy and discharge the liability of the Municipality upon such Bond to the extent of the sum or sums so paid. Neither the Municipality nor the Paying Agent shall be affected by any notice to the contrary.
- (d) In all cases in which the privilege of transferring Bonds is exercised, the Paying Agent shall authenticate and deliver Bonds in accordance with the provisions of the Bond Resolution.

**SECTION 3.06. REGULATIONS WITH RESPECT TO EXCHANGES AND TRANSFERS.**

- (a) In all cases in which the privilege of exchanging or transferring Bonds is exercised, the Municipality shall execute and the Paying Agent, as Bond Registrar, shall authenticate and deliver Bonds in accordance with provisions of the Bond Resolution without expense to the Bondholders.
- (b) Neither the Municipality nor the Paying Agent shall be obligated to exchange or transfer any Bond during the fifteen days preceding (i) a Payment Date or (ii) in the case of any proposed redemption of Bonds, the date of the mailing of notice of such redemption.

**SECTION 3.07. PROVISIONS CONCERNING THE PAYING AGENT.**

(a) The initial Paying Agent for the Bonds, which shall serve as paying agent, registrar, and transfer agent, shall be such Person as is designated in the Purchase Agreement. The Paying Agent shall serve as paying agent, registrar, and transfer agent for the Bonds.

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

(c) The Municipality shall pay or reimburse the Paying Agent (other than the Municipal Clerk, if so designated) 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 Municipality and the Paying Agent. Fees and reimbursements for extraordinary services and expenses, so long as not occasioned by the negligence, misconduct or willful default of the Paying Agent, shall be made by the Municipality 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) (1) A Paying Agent may at any time resign and be discharged of its duties and obligations as Paying Agent by giving at least 60 days written notice to the Municipality, and may be removed as Paying Agent at any time by resolution of the Governing Body delivered to the Paying Agent. The resolution shall specify the date on which such removal shall take effect and the name and address of the successor Paying Agent, and shall be transmitted to the Paying Agent being removed within a reasonable time prior to the effective date thereof. However, no resignation or removal of a Paying Agent shall become effective until a successor Paying Agent has been appointed pursuant to the Bond Resolution.

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

(3) In the event of a change of Paying Agents, the predecessor Paying Agent shall cease to be custodian of any funds held pursuant to the Bond Resolution in connection with its role as such Paying Agent, and the successor Paying 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 Paying Agent shall be fully paid. Every predecessor Paying Agent shall deliver to its successor Paying Agent all records of account, registration records, lists of Registered Owners and all other records, documents and instruments relating to its duties as such Paying Agent.

(4) Any successor Paying Agent other than the Municipal Clerk appointed pursuant to the provisions hereof shall be a state or national bank or trust company having Federal Deposit Insurance Corporation insurance of its accounts, duly authorized to exercise corporate trust powers and subject to examination by and in good standing with the federal and/or state regulatory authorities under the jurisdiction of which it falls.

(5) Every successor Paying Agent appointed hereunder shall execute, acknowledge and deliver to its predecessor Paying Agent and to the Municipality an instrument in writing accepting such appointment hereunder, and thereupon such successor Paying Agent, without any further act, shall become fully vested with all the rights, immunities, and powers, and subject to all the duties and obligations, of its predecessor.

(6) Should any transfer, assignment, or instrument in writing be required by any successor Paying Agent from the Municipality to more fully and certainly vest in such successor Paying Agent the estates, rights, powers, and duties hereby vested or intended to be vested in the

predecessor Paying Agent, any such transfer, assignment, and written instruments shall, on request, be executed, acknowledged, and delivered by the Municipality.

(7) The Municipality will provide any successor Paying Agent with certified copies of all resolutions, orders, and other proceedings adopted by the Governing Body relating to the Bonds.

(8) All duties and obligations imposed hereby on a Paying Agent or successor Paying Agent shall terminate upon the accomplishment of all duties, obligations, and responsibilities imposed by law or required to be performed by the Bond Resolution.

(e) Successor as Paying Agent. Any corporation or association into which a Paying Agent may be converted or merged, or with which it may be consolidated or to which it may sell or transfer its assets as a whole or substantially as a whole, or any corporation or association resulting from any such conversion, sale, merger, consolidation, or transfer to which it is a party, shall be and become successor Paying Agent hereunder and vested with all the 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 either the Municipality or the successor Paying Agent, anything herein to the contrary notwithstanding, provided only that such successor Paying Agent shall be satisfactory to the Municipality and eligible pursuant to the provisions of this Section.

**SECTION 3.08. FORM OF THE BONDS.** The Bonds shall be in substantially the following form, with such omissions, insertions, and variations as may be approved by the Mayor and the Municipal Clerk, execution thereof to be conclusive evidence of such approval:

**CITY OF JACKSON, MISSISSIPPI  
TAX INCREMENT FINANCING REVENUE BONDS, SERIES 20\_\_  
(FONDREN HOSPITALITY PROJECT)**

NO. \_\_\_\_\_ \$ \_\_\_\_\_

<u>Rate of Interest</u>	<u>Maturity Date</u>	<u>Dated Date</u>	<u>[CUSIP]</u>
_____%	_____, 20__	_____, 20__	_____

Registered Owner: \_\_\_\_\_

Principal Amount: \_\_\_\_\_ DOLLARS

The City of Jackson, Mississippi (the "Municipality"), a political subdivision existing pursuant to the Constitution and laws of the State of Mississippi (the "State"), 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, on the maturity date stated above, without presentation and surrender of this Bond, at the principal corporate trust office of \_\_\_\_\_, \_\_\_\_\_, or its successor, as paying agent (the "Paying Agent"), for the \$ \_\_\_\_\_ Tax Increment Financing Revenue Bonds, Series 20\_\_ (Fondren Hospitality Project), of the Municipality, dated and issued \_\_\_\_\_, 20\_\_ (the "Bonds"), on the maturity date identified above, the principal amount identified above. Payment of the principal amount of this Bond shall be made to the Registered Owner hereof whose name shall appear in the registration records of the Municipality maintained by the Paying Agent, which will also serve as registrar and transfer agent for the Bonds, as of the fifteenth day of the calendar month preceding the maturity date hereof.

The Municipality further promises to pay interest, calculated on the 30/360 basis, on such principal amount from the date of this Bond or from the most recent interest payment date to which interest has been paid at the rate of interest set forth above, payable on \_\_\_\_\_, 20\_\_, and semiannually thereafter on \_\_\_\_\_ 1 and \_\_\_\_\_ 1 of each year until said principal sum is paid, to the Registered Owner hereof whose name shall appear in the registration records of the Municipality maintained by the Paying Agent as of the fifteenth day of the calendar month preceding the applicable interest payment date.

Payments of principal of and interest on this Bond shall be made by check or draft delivered directly to or mailed on the date on which interest or principal and interest shall be due and payable

to such Registered Owner at his address as it appears on such registration records. The Registered Owner hereof may change such address by written notice to the Paying Agent by certified mail, return receipt requested, or such other method as may be subsequently prescribed or allowed by the Paying Agent, such notice to be received by the Paying Agent not later than the fifteenth day of the calendar month preceding the applicable principal or interest payment date.

This Bond is one of a series of bonds of like date of original issue, tenor, and effect, except as to denomination, number, rate of interest, and date of maturity, issued in the aggregate authorized principal amount of \$1,000,000 to provide funds to pay or reimburse all or a portion of the Costs of the Infrastructure Improvements for the development of a 125-room hotel, parking, and related amenities in the Fondren neighborhood in the Municipality, known as the Fondren Hospitality Project, as described more fully in the TIF Plan (the "Project").

This Bond is issued pursuant to the authority of the Constitution and statutes of the State, including Sections 21-45-1 *et seq.*, Mississippi Code of 1972, as amended (the "Act"), the *Tax Increment Financing Plan for the Fondren Hospitality Project, May 2018*, approved by the Governing Body of the Municipality on June 19, 2018 (the "TIF Plan"), and by the further authority of proceedings duly had by the City Council of the Municipality, including a resolution authorizing and directing the issuance of the Bonds adopted \_\_\_\_\_, 20\_\_ (the "Bond Resolution"). Capitalized terms used herein and not otherwise defined shall have the meanings given in the Bond Resolution.

The Bonds are limited obligations of the Municipality payable solely from and secured by a pledge of 100% of the Municipality's additional ad valorem tax revenues received by the Municipality resulting from ad valorem taxes on the "captured assessed value" of real property, including personal property located thereon, within the boundaries of the tax increment financing district described in the TIF Plan (the "TIF District"), as defined and calculated in the manner set forth in the Act (the "Municipality Ad Valorem TIF Revenues"), and 100% of the Municipality's additional municipal sales tax diversion received by the Municipality from sales taxes collected within the boundaries of the TIF District, based upon the "original sales value," as defined and calculated in the manner set forth in the Act (the "Municipality Sales Tax TIF Revenues") (together, the "TIF Revenues"), as provided for in the TIF Plan and in the Bond Resolution. This Bond does not constitute an indebtedness of the Municipality within the meaning of any constitutional provision or statutory limitation of the State, and shall never constitute nor give rise to a pecuniary liability of the Municipality or a charge against its general credit or taxing power other than as provided in the Bond Resolution.

The Bonds are registered as to both principal and interest and are to be issued or reissued in the denomination of \$ \_\_\_\_\_ each, or any integral multiple of \$ \_\_\_\_\_ in excess thereof up to the amount of a single maturity.

Bonds maturing after \_\_\_\_\_ 1, 20\_\_, are subject to redemption prior to their respective maturities at the election of the Municipality on and after \_\_\_\_\_ 1, 20\_\_, either in whole or in part on any date, with the maturities and principal amounts thereof to be determined by the Municipality, at a price equal to 100% of the principal amount thereof together with accrued interest to the date fixed for redemption.

At least 30 days before the redemption date of any Bonds, the Municipal Clerk shall cause a notice of any such redemption to be filed with the Paying Agent and mailed, postage prepaid, to all Registered Owners of the Bonds to be redeemed at their addresses as they appear on the registration books on the date of such mailing, but failure so to file or mail any such notice shall not affect the validity of the proceedings for such redemption. Each such notice shall set forth the date fixed for redemption, the principal and accrued interest to be paid, the place or places at which payment shall be made and, if less than all of the Bonds of any one maturity shall be called for redemption, the distinctive numbers and letters, if any, of such Bonds to be redeemed.

Less than all of a Bond may be so redeemed, and in such case, upon the surrender of such Bond, there shall be issued to the Registered Owner thereof, without charge therefor, for the unredeemed balance of the principal amount of such Bond, a new Bond or Bonds of like series, designation, interest rate, and maturity in any authorized denomination.

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

The Municipality 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 Municipality nor the Paying Agent shall be affected by any notice to the contrary.

If the date for making any payment or the last date for performance of any act or the exercising of any right, as provided in the Bond Resolution, shall not be a Business Day, such payment may be made or act performed or right exercised on the succeeding day which is a Business Day, with the same force and effect as if done on the nominal date provided in the Bond Resolution, and no interest shall accrue for the period after such nominal date.

The Municipality in the Bond Resolution has covenanted and agreed that it will perform all duties required by law and by the Bond Resolution and that it will apply the proceeds of the Bonds to the purposes above set forth.

This Bond shall not be valid or become obligatory for any purpose or be entitled to any benefit or security pursuant to the Bond Resolution until the "Certificate of Registration and Authentication" hereon shall have been signed by the Paying Agent.

**IT IS HEREBY CERTIFIED, RECITED, AND REPRESENTED** that all conditions, acts, and things required by law to exist, to have happened, and to have been performed precedent to and in the issuance of the Bonds, in order to make the same legal and binding limited obligations of the Municipality, 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.

**IN WITNESS WHEREOF**, the Municipality has caused this Bond to be executed in its name by the manual or facsimile signature of the Mayor, countersigned by the manual or facsimile signature of the Municipal Clerk, under the impressed or facsimile seal of the Municipality, which said facsimile signatures and seal said officials adopt as and for their own proper signatures and seal, all as of this day, \_\_\_\_\_, 20\_\_.

City of Jackson, Mississippi

\_\_\_\_\_  
Mayor

Attest:

\_\_\_\_\_  
Municipal Clerk

(seal)

**Registration and Validation Certificate**

I, the undersigned Municipal Clerk of the City of Jackson, Mississippi, do hereby certify that the within Bond has been duly registered by me as an obligation of said Municipality pursuant to law in a book kept in my office for that purpose, and has been validated and confirmed by Validation Judgment of the Chancery Court of Hinds County, Mississippi, rendered on \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Municipal Clerk

(seal)

**Certificate of Registration and Authentication**

This Bond is one of the Bonds described in the within-mentioned Bond Resolution and is one of the \$ \_\_\_\_\_ Tax Increment Financing Revenue Bonds, Series 20\_\_ (Fondren Hospitality Project) of the City of Jackson, Mississippi, dated and issued \_\_\_\_\_, 20\_\_.

\_\_\_\_\_ as Paying Agent

\_\_\_\_\_  
Authorized Signatory

Date of Registration and Authentication: \_\_\_\_\_, 20\_\_

**ASSIGNMENT**

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

\_\_\_\_\_  
(Name and Address of Assignee)

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

Signature guaranteed:

\_\_\_\_\_  
(Bank, Trust Company or Paying Agent)

NOTICE: The signature to this Assignment must correspond with the name of the Registered Owner as it appears upon the face of the within Bond in every particular.

NOTICE: Signature(s) must be guaranteed without any alteration whatsoever by an institution that is a participant in a Securities Transfer Association recognized signature guarantee program.

Date of Assignment: \_\_\_\_\_

Insert Social Security Number or other Tax Identification Number of Assignee  
\_\_\_\_\_

**ARTICLE IV.  
SECURITY FOR THE BONDS**

**SECTION 4.01. BONDS SECURED BY PLEDGE OF TIF REVENUES.** The payment of the principal of, premium, if any, and interest on the Bonds shall be secured equally and ratably by a pledge of the TIF Revenues required to pay such amounts when due. The TIF Revenues are hereby irrevocably pledged to pay the principal of, premium, if any, and interest on the Bonds and to make the payments into the Bond Fund and all other payments provided for in the Bond Resolution, as the same become due and payable.

**SECTION 4.02. PLEDGE OF MONEYS IN CERTAIN FUNDS AND ACCOUNTS.** The amounts held in the Bond Fund are hereby pledged to the payment of the principal of and interest on the Bonds. The moneys in the Improvement Fund, to the extent not used for the payment of the costs of the authorization, issuance, sale, validation, execution, and delivery of the Bonds or to pay or reimburse the Costs of the Infrastructure Improvements for the Project, are pledged to the use described in Section 6.01 hereof.

**SECTION 4.03. RIGHTS OF REGISTERED OWNERS.** The pledges made herein and the covenants and agreements herein set forth to be performed on behalf of the Municipality shall be

for the equal benefit, protection, and security of the Registered Owners of any and all Bonds, all of which, regardless of the time or times of their authentication and delivery or maturity, shall be of equal rank without preference, priority, or distinction. Should there be a failure in any year to comply with the requirements of this Article, such failure shall not impair the right of the Registered Owners of any of the Bonds in any subsequent year.

**SECTION 4.04. BONDS ARE LIMITED OBLIGATIONS.** The Bonds shall not be or constitute an indebtedness of the Municipality within the meaning of any constitutional provision or statutory limitation of the State, but shall be payable solely from the TIF Revenues, as provided in the TIF Plan and in the Bond Resolution. No Bondholder shall ever have the right to compel the exercise of ad valorem taxing power of the Municipality or taxation in any form of any property therein to pay the principal of and interest on the Bonds or the making of any other payments provided for in the Bond Resolution other than to the extent provided herein.

**ARTICLE V.  
TIF REVENUES AND APPLICATION THEREOF**

**SECTION 5.01. TIF REVENUES.** While the Bonds are Outstanding, the TIF Revenues sufficient to provide for the deposits hereinafter required by this Article shall be deposited into the Bond Fund in accordance with this Article; provided, however, that when and so long as no further deposits are required to be made into the Bond Fund, then no further deposits shall be made. The Bond Fund shall constitute a special trust fund for the purposes provided in the Bond Resolution, and shall be kept separate and distinct from all other funds of the Municipality and used only in the manner provided for in the Bond Resolution.

**SECTION 5.02. BOND FUND; DISCONTINUANCE OF PAYMENTS.**

- (a) Deposit of Ad Valorem TIF Revenues. The Municipality Ad Valorem TIF Revenues are to be set aside and allocated to the Bond Fund pursuant to the TIF Plan and the Bond Resolution and shall be deposited in the Bond Fund.
- (b) Deposit of Municipality Sales Tax TIF Revenues. The Municipality Sales Tax TIF Revenues are to be set aside and allocated to the Bond Fund pursuant to the TIF Plan and the Bond Resolution and shall be deposited in the Bond Fund.
- (c) Pledge of TIF Revenues. The TIF Revenues are pledged to the payment of the Bonds and, to the extent needed to provide for the Bond Payments, shall be deposited in the Bond Fund as hereinafter provided.
- (d) Bond Fund (Fondren Hospitality Project). There shall be deposited into the Bond Fund from available TIF Revenues such amount that, together with moneys on deposit therein, will provide a sum for the payment of principal equal to the amount needed to pay the next installment of principal on the Bonds (including for this purpose any advancement of maturity pursuant to a mandatory sinking fund payment), and a sum for the payment of interest equal to the amount of interest to come due through to the next installment of principal.
- (e) Additional Deposits to Bond Fund. In addition to the deposits into the Bond Fund described above in this Section, there shall also be deposited into the Bond Fund:
  - (1) the accrued interest, if any, received upon delivery of the Bonds as provided in Section 2.02(a) hereof;
  - (2) any income received from investment of moneys on deposit in the Bond Fund;
  - (3) any balance remaining in the Improvement Fund following completion of the Infrastructure Improvements or final reimbursement of the Costs of the Infrastructure Improvements which is transferred to the Bond Fund pursuant to Section 6.01 hereof; and



(4) any other funds available to the Municipality which may lawfully be used for payment of the principal of and interest on the Bonds and which the Governing Body, in its discretion, directs to be deposited into the Bond Fund.

(f) No Further Payments. No further payments into the Bond Fund shall be required when the aggregate amount of moneys in the Bond Fund at least equal to the aggregate principal amount of the Bonds then Outstanding, plus the amount of interest then due or to become due on the Bonds then Outstanding, or when the Bonds shall be deemed fully paid within the meaning of Section 9.02 hereof.

**SECTION 5.03. INVESTMENT OF MONEYS ON DEPOSIT IN THE FUNDS.** The moneys at any time on deposit in any fund provided for by the Bond Resolution, including the Improvement Fund herein established, not immediately required for disbursement for the purposes for which such Funds are established, shall be invested in such instruments or investments as are permissible under applicable law or regulations of the State. The income received on the investment of any such moneys shall be credited to the fund for which such investments are made except as specifically provided in this Article. However, the income received on any investments in the Improvement Fund shall be credited to such Improvement Fund until the Infrastructure Improvements for the Project are complete or final reimbursement of the Costs of the Infrastructure Improvements have been made. In any case, the investment income, if any, from assets held under the Reserve Account, if any, shall be retained in the Reserve Account to the extent of any deficiency in the Debt Service Reserve Requirement.

**ARTICLE VI.  
IMPROVEMENT FUND**

**SECTION 6.01. IMPROVEMENT FUND (FONDREN HOSPITALITY PROJECT).** Pursuant to Article II hereof, the proceeds of the Bonds remaining after the deposit to the Bond Fund, if any, shall be irrevocably deposited by the Municipality into the Improvement Fund. Moneys in the Improvement Fund shall be applied solely to first pay the costs of the authorization, issuance, sale, validation, execution, and delivery of the Bonds and then to pay or reimburse all or a portion of the Costs of the Infrastructure Improvements for the Project, including without limitation reimbursements to the Developer for the moneys advanced for the Costs of the Infrastructure Improvement. Any balance remaining in the Improvement Fund after completion of the Infrastructure Improvements or final reimbursement of the Costs of the Infrastructure Improvements shall be transferred to the Bond Fund and applied to the payment of the interest, and then to the payment of principal, on the Bonds on any Payment Date following such transfer.

**ARTICLE VII.  
COVENANTS OF THE MUNICIPALITY**

**SECTION 7.01. ISSUANCE OF OTHER OBLIGATIONS PAYABLE OUT OF TIF REVENUES.** Except upon the conditions and in the manner provided in Article IX hereof, the Municipality will not issue any other obligations payable from the TIF Revenues, nor voluntarily create or cause to be created any debt, lien, pledge, assignment, encumbrance, or any other charge having priority to or being on a parity with the lien of the Bonds and the interest thereon, upon any of the TIF Revenues.

Other than with regard to Additional Bonds, all obligations subsequently issued by the Municipality secured by TIF Revenues shall contain an express statement that such obligations are junior, inferior, and subordinate in all respects to the Bonds as to lien on and source of and security for payment from the TIF Revenues, and in all other respects.

**SECTION 7.02. NON-ARBITRAGE COVENANTS REGARDING BONDS.** (a) The Municipality covenants and certifies to and for the benefit of the Registered Owners of the Bonds that it will neither take any action nor omit to take any action nor make any investment or use of the proceeds from the issue and sale of the Bonds, including amounts treated as proceeds, if any, which will cause the Bonds to be classified as "arbitrage bonds" within the meaning of Section 148 of the Code; and any regulations thereunder as such may be applicable to the Bonds, at the time of such action, investment or use.

(b) (1) The Governing Body has made findings indicating that no rebate relating to the Bonds will be required to be made pursuant to the Code. However, in the event it is subsequently determined for any reason that rebates should be made on the Bonds, then the Municipality hereby covenants that it shall take all actions necessary in order to comply with the requirements of paragraphs (2) and (3) of Subsection 148(f) in order that none of the Bonds shall be treated as an "arbitrage bond" pursuant to paragraph (1) of Subsection 148(f), including payment of all amounts, if any, required to be paid to the United States of America in accordance with and within the time limits prescribed in Subsection 148(f) and the Subsection 148(f) Regulations, making any and all calculations, computations, and filings required pursuant to Subsection 148(f) and the Subsection 148(f) Regulations; and maintenance of all such records as may be required pursuant to Subsection 148(f) and the Subsection 148(f) Regulations.

(2) In order to effectuate the foregoing covenant, the Municipality hereby further covenants and certifies that: (A) prior to delivery of the Bonds, it shall have received written instructions from Nationally-Recognized Bond Counsel with respect to actions which will, pursuant to Subsection 148(f) and such regulations as may have been promulgated prior to delivery of the Bonds, assure compliance with such covenants; and (B) the Municipality shall comply with such instructions until the Municipality shall have received from Nationally-Recognized Bond Counsel written advice that continued compliance with such instructions is not necessary in order to avoid adversely affecting the tax-exempt status of the Bonds, or alternative written instructions with respect to certain actions which will assure compliance with the covenants set forth above, in which event the Municipality shall thereafter comply with all such alternative instructions.

(c) The Municipality shall not intentionally use any portion of the proceeds (within the meaning of Subsection 148(a) of the Code and any regulations promulgated pursuant thereto) of the Bonds to acquire higher yielding investments (as defined in Subsection 148(a) of the Code and all regulations promulgated pursuant thereto) or to replace funds which were used directly or indirectly to acquire higher yielding investments, except to the extent specifically permitted pursuant to Section 148 of the Code and any regulations promulgated thereunder.

(d) The Municipality shall not purchase or acquire any investment property with proceeds (within the meaning of Section 148 of the Code) of the Bonds in a manner or for a price which would cause any of the Bonds to be or become an "arbitrage bond" within the meaning of Section 148 of the Code and all regulations promulgated thereunder, including, without limitation, to the extent prescribed by applicable regulations, investments (regardless of yield) which do not comply with the provisions of any regulations intended to assure that obligations are acquired at their "fair market value."

(e) The Municipality will maintain all records required by Section 148(f) of the Code and the applicable regulations thereunder and shall furnish such data or information regarding compliance with Section 148(f) of the Code as the Paying Agent or any Bondholder shall reasonably request in writing.

**SECTION 7.03. COVENANTS REGARDING PRIVATE USE PERTAINING TO BONDS;  
COVENANTS AND REPRESENTATIONS REGARDING TAX-EXEMPT STATUS.**

(a) No party (other than a governmental unit) which shall use all or any part of the property with respect to which all or any part of the proceeds of the Bonds are expended shall make any payments to the Municipality (other than normal and customary taxes due and payable to the Municipality, or other than normal and customary utility user fees due and payable from use as members of the general public) which are in any way related to any property with respect to which the proceeds of the Bonds are expended or in any other way related to the Bonds, if the aggregate of all such payments from all such private parties shall in any year equal or exceed 10% of principal or interest on the Bonds payable during such year, unless the Municipality shall have received an opinion of Nationally-Recognized Bond Counsel to the effect that receipt of such payments will not adversely affect the exclusion of interest on the Bonds from gross income for federal income tax purposes.

(b) The Bonds are secured by and payable from the TIF Revenues. Such taxes are generally applicable taxes which are enforced contributions exacted pursuant to legislative authority in the exercise of the taxing power that are imposed and collected for the purpose of raising revenue to be used for governmental purposes. Such taxes also have a uniform tax rate that

is applied to all Persons of the same classification in the appropriate jurisdiction and in a generally applicable manner of determination and collection. No taxpayer has entered into an impermissible agreement with the Municipality relating to the payment of such taxes (e.g., an agreement to be personally liable on a tax that does not generally impose personal liability; to provide additional credit support such as a third-party guarantee, or to pay unanticipated shortfalls; an agreement regarding the minimum market value of property subject to property tax; or an agreement not to challenge or seek deferral of the tax).

(c) None of the proceeds of the Bonds will be used to make or finance loans for Persons other than governmental units.

(d) The Municipality covenants and certifies that there are no other obligations heretofore issued or to be issued by or on behalf of any state, territory, or possession of the United States of America, or political subdivision of any of the foregoing, or of the District of Columbia, by or for the benefit of the Municipality, which (i) were or are to be sold at substantially the same time as the Bonds; (ii) were or are to be sold pursuant to the same plan of financing as the financing plan for the Bonds; or (iii) are payable directly or indirectly by the Municipality or from the source from which the Bonds are payable. The Municipality further covenants and certifies that there are no additional facts or circumstances which may further evidence that the Bonds are part of any other issue of obligations.

(e) The Municipality covenants and certifies that no payment of principal of or interest on the Bonds is or will be guaranteed (in whole or in part, directly or indirectly) by the United States of America, or any agency or instrumentality thereof or any entity with statutory authority to borrow from the United States of America. The Municipality represents, warrants and covenants that none of the proceeds of the Bonds will be: (1) used to make loans, the payment of principal of or interest on which is or will be guaranteed (in whole or in part, directly or indirectly) by the United States of America or any agency or instrumentality thereof or any entity with statutory authority to borrow from the United States of America; or (2) invested (directly or indirectly) in any deposit or account which is insured pursuant to federal law by the Federal Deposit Insurance Corporation, the Federal Savings and Loan Insurance Corporation, the National Credit Union Administration, or any similar federally-chartered corporation other than: (A) the investment of the proceeds of the Bonds for an initial temporary period (within the meaning of subparagraph 3(B) of Subsection 149(b) of the Code) until such proceeds are needed for the purpose for which the Bonds are being issued; (B) investments of a bona fide debt service fund (within the meaning of subparagraph 3(B) of Subsection 149(b) of the Code); (C) investments of a reserve which meets the requirements of Subsection 148(d) of the Code; (D) investments in bonds issued by the Department of the Treasury of the United States of America; or (E) other investments permitted pursuant to regulations promulgated by the Internal Revenue Service pursuant to Subsection 149(b) of the Code.

(f) The Municipality covenants and certifies that, notwithstanding any provision of the Bond Resolution or the rights of the Municipality hereunder, the Municipality will not take or permit to be taken on its behalf any action which would impair the exclusion of interest on the Bonds from gross income for purposes of federal income taxation, and it will take such actions as may be necessary to continue such exclusion, including, without limitation, the preparation and filing of any statements required to be filed by it in order to maintain such exclusion.

(g) The Mayor and/or Municipal Clerk are hereby authorized to execute one or more certificates in connection with the sale and delivery of the Bonds, setting forth the reasonable expectations of the Municipality with respect to the investment and use of proceeds of the Bonds, and setting forth certain covenants, stipulations, and certifications with respect to the investment, use and expenditures of the proceeds of the Bonds, the use of property financed with proceeds of the Bonds, the sources of payment of the Bonds, and other similar matters. The Municipality hereby covenants to comply with all such covenants, stipulations and certifications. In addition, such officials are authorized to make such elections on behalf of the Municipality as are necessary or appropriate pursuant to the Code or Subsection 148(f) Regulations.

(h) In the event the Municipality receives an opinion of Nationally-Recognized Bond Counsel to the effect that any of the computations, deposits, or payments referenced in Section 7.02 and Section 7.03 hereof are not required to be made in order to avoid adversely affecting the tax-exempt status of interest on the Bonds, the Municipality need not make such

computations, deposits, or payments; or, to the effect that compliance with any of the covenants set forth in Section 7.02 and Section 7.03 hereof is not necessary in order to avoid adversely affecting the tax-exempt status of interest on the Bonds, the Municipality need not comply with such covenants except to the extent provided in such opinion.

(i) The Municipality reasonably expects that not less than 85% of the spendable proceeds of the Bonds will be used to carry out the governmental purposes of the Bonds within a three-year period beginning on the date of issuance of the Bonds, and no more than 50% of the proceeds of the Bonds will be invested in non-purpose investments (as defined in Section 148(f)(6)(A) of the Code) having a substantially guaranteed yield for four (4) years or more.

**SECTION 7.04. BONDS AS QUALIFIED TAX-EXEMPT OBLIGATIONS.** Subject to final confirmation in the Purchase Agreement executed by the Municipality and the Purchaser, the Bonds are hereby designated as a portion of the \$10,000,000 of "qualified tax-exempt obligations" within the meaning and for the purposes of Section 265(b)(3) of the Code for the calendar in which the Bonds are issued.

#### ARTICLE VIII. DEFAULT

**SECTION 8.01. EVENT OF DEFAULT.** An "Event of Default" as used in the Bond Resolution shall mean either of the following: (1) failure to pay the principal of, premium, if any, or interest on any of the Bonds when such payments shall become due; (2) failure to comply with any other of the covenants of the Municipality set out in the Bond Resolution and the continuation thereof for 30 days after written notice specifying such failure shall have been given to the Municipality by any Bondholder; or (3) filing by the Municipality of a petition pursuant to federal bankruptcy laws or a petition seeking compromise of indebtedness pursuant to any other applicable federal or state laws.

The Bondholders of not less than 25% of the aggregate principal amount of the Outstanding Bonds may, upon an Event of Default, by suit, action, mandamus, or other proceedings at law or in equity enforce and compel performance by the appropriate official or officials of the Municipality of any or all of the acts or duties to be performed by the Municipality pursuant to the provisions of the Act, the TIF Plan, and the Bond Resolution to the extent allowed by law. The Bondholders of not less than 51% in aggregate principal amount of the Bonds then Outstanding may appoint a trustee for the Bondholders of all Outstanding Bonds with authority to represent such Bondholders in any legal proceedings for the enforcement and protection of the rights of such Bondholders pursuant to the Bond Resolution.

Nothing contained in the Bond Resolution shall, however, affect or impair the right of any Bondholder to enforce the payment of the principal of and interest on any Bond at and after the maturity thereof, or the obligation of the Municipality to pay the principal of and interest on each of the Bonds issued hereunder to the respective Bondholders thereof at the time and place and in the manner expressed in the Bonds.

#### ARTICLE IX. ADDITIONAL BONDS; DEFEASANCE

**SECTION 9.01. ADDITIONAL BONDS.** (a) No Additional Bonds shall be issued unless all of the following conditions are complied with:

(1) The Municipality must be current in all deposits into the Bond Fund, including the Reserve Account, and all payments theretofore required to have been deposited or made by it pursuant to the provisions of the Bond Resolution.

(2) (a) The consent of the Bondholders of 100% of the then Outstanding Bonds to the issuance of such Additional Bonds shall have been obtained; or (B) the amount of the TIF Revenues during any 12 consecutive months of the 18 months immediately preceding the delivery of the Additional Bonds will be equal to at least 120% of the Maximum Annual Debt Service Requirement, calculated by including the debt service on the Bonds and the proposed Additional Bonds.

(3) The Additional Bonds shall be issued for a purpose or purposes authorized by the Act and the TIF Plan.

(b) Such Additional Bonds:

(1) shall be dated, shall bear interest at a rate or rates not in excess of the rate then permitted by applicable law, and shall be payable as to principal and interest and shall mature on any Payment Date as shall be specified in the Additional Bonds Resolution;

(2) shall have such particular designations added to their title as the Municipality may determine, and may be in such denominations as shall be specified in the Additional Bonds Resolution; and

(3) may contain provisions for the redemption thereof at such prices, including principal and accrued interest, at such time or times, upon such notice, in such manner, and upon such other terms and conditions as shall be specified in the Additional Bonds Resolution.

(c) All of such Additional Bonds, regardless of the time or times of their issuance, shall rank equally with all other Bonds with respect to their lien on the TIF Revenues and their source of and security for payment therefrom without preference of any Bonds over any other.

(d) The Municipality shall not issue any obligations whatsoever payable from the TIF Revenues which rank equally as to lien and source and security for their payment from such TIF Revenues with the Bonds, except in the manner and pursuant to the conditions provided in this Section. Junior and subordinate bonds may be issued from time to time within the discretion of the Municipality.

**SECTION 9.02. DEFEASANCE OF BONDS.** If the Municipality shall pay or cause to be paid, or there shall otherwise be paid, to the Bondholders of all Bonds the principal of, premium, if any, and interest due or to become due thereon, at the times and in the manner stipulated therein and in the Bond Resolution, then the pledge of any TIF Revenues, and other moneys and securities pledged pursuant to the Bond Resolution and all covenants, agreements, and other obligations of the Municipality to the Bondholders, shall thereupon cease, terminate, become void, and be discharged and satisfied.

Bonds or interest installments for the payment or redemption of which moneys shall have been set aside and held in trust by the Paying Agent (through deposit by the Municipality of funds for such payment or redemption or otherwise) shall be deemed to have been paid within the meaning and with the effect expressed in the first paragraph of this Section. All Outstanding Bonds of a series shall, prior to the maturity or redemption date thereof, be deemed to have been paid within the meaning and with the effect expressed in the first paragraph of this Section if (a) in case any of the Bonds are to be redeemed on a date prior to their maturity, the Municipality shall have adopted a resolution or order directing the call and redemption of such Bonds on said date; (b) there shall have been deposited with the Paying Agent either moneys in an amount which shall be sufficient, or moneys which shall be invested in direct obligations of the United States of America, or obligations the principal of and interest on which is guaranteed by the United States of America, and which obligations are not redeemable prior to their maturity by the issuer or any other Person other than the holder thereof, the principal of and the interest on which when due will provide money which, together with the moneys, if any, deposited with the Paying Agent at the same time, shall be sufficient, without reinvestment, to pay when due the principal and accrued interest, if applicable, and interest due and to become due on the Bonds on and prior to the redemption date or maturity date thereof, as the case may be; and (c) in the event the Bonds are not by their terms subject to redemption within the succeeding sixty days, the Municipality shall have adopted a resolution or order directing the call and redemption of such Bonds on such date and notice to the Bondholders of such Bonds has been given that the deposit required by (b) above has been made with the Paying Agent and that the Bonds are deemed to have been paid in accordance with this Section and stating such maturity or redemption date upon which moneys are to be available for the payment of the principal and accrued interest, if applicable, on the Bonds. Neither investments nor moneys deposited with the Paying Agent pursuant to this Section nor principal or interest payments on any such investments shall be withdrawn or used for any purpose other than, and shall be held in trust for, the payment of the principal or interest payments on the Bonds; provided,

that if the interest on such investments deposited with the Paying Agent, if not then needed for such purpose, may to the extent practicable and legally permissible, be reinvested in investments of the type allowed in Section 5.03 of the Bond Resolution maturing at times and in amounts sufficient to pay when due the principal and accrued interest, if applicable, and interest due or to become due on the Bonds to the redemption date or maturity date thereof, as the case may be, and interest earned from such reinvestments may be paid over to the Municipality, as received by the Paying Agent, free and clear of any trust, lien or pledge.

**ARTICLE X.  
MISCELLANEOUS**

**SECTION 10.01. RESOLUTION CONSTITUTES CONTRACT.** In consideration of the acceptance of the Bonds by those who shall hold the same from time to time, the Bond Resolution shall be deemed to be and shall constitute a contract between the Municipality and such Bondholders, and the covenants and agreements herein set forth to be performed by the Municipality shall be for the equal benefit, protection, and security of the Bondholders of any and all of the Bonds, all of which shall be of equal rank and without preference, priority, or distinction of any of the Bonds over any other thereof except as expressly provided therein and herein.

**SECTION 10.02. MODIFICATION OR AMENDMENT.** (a) No material modification or amendment of the Bond Resolution or of any resolution amendatory hereof or supplemental hereto, may be made without the consent in writing of the Bondholders of two-thirds or more in principal amount of the Bonds then Outstanding; provided, however, that no modification or amendment shall permit a change in the maturity of the Bonds or a reduction in the rate of interest thereon, or affect the unconditional promise of the Municipality to pay the interest and principal on the Bonds, as the same mature and become due, from the TIF Revenues, or reduce such percentage of Bondholders of the Bonds required above for such modification or amendment without the consent of the Bondholders of all of the Bonds.

(b) The foregoing shall not be construed to prohibit supplemental amendments of the Bond Resolution without the consent of Bondholders for the following purposes:

(1) to add to the covenants and agreements of the Municipality herein contained other covenants and agreements thereafter to be observed and performed by the Municipality, provided that such other covenants and agreements shall not either expressly or implicitly limit or restrict any of the obligations of the Municipality contained in the Bond Resolution;

(2) to cure any ambiguity or to cure, correct, or supplement any defect or inconsistent provision contained in the Bond Resolution or in any supplemental resolution or to make any provisions with respect to matters arising pursuant to the Bond Resolution or any supplemental resolution for any other purpose if such provisions are necessary or desirable and are not inconsistent with the provisions of the Bond Resolution or any supplemental resolution and do not adversely affect the interests of the Bondholders of the Bonds; or

(3) to subject to the lien of the Bonds and the pledge herein contained additional revenues or receipts.

(c) Notwithstanding any provision herein to the contrary, the Bond Resolution may be amended by resolution of the Municipality prior to the delivery of the Bonds with the consent of the Purchaser.

**SECTION 10.03. SEVERABILITY OF INVALID PROVISIONS.** If any one or more of the covenants, agreements, or provisions of the Bond Resolution should be held contrary to any express provision of law or contrary to the policy of express law, though not expressly prohibited, or against public policy, or shall for any reason whatsoever be held invalid, then such covenants, agreements, or provisions shall be null and void and shall be deemed separate from the remaining covenants, agreements, or provisions, and shall in no way affect the validity of any of the other provisions of the Bond Resolution or of the Bonds or interest thereon.

**SECTION 10.04. PAYMENTS DUE ON DAYS OTHER THAN BUSINESS DAYS.** 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, or the date on which any moneys are required to be deposited into any

fund or account pursuant hereto, shall be in the city in which the principal office of the Paying Agent is located a day other than a Business Day, then paying of interest or principal, and premium, if any, or deposit into the Funds pursuant hereto, need not be made on such date but shall 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, or the date fixed for deposit into a Fund, and no interest shall accrue for the period after such date.

**SECTION 10.05. ALLOCATION OF MONEYS.** Whenever any amounts are required by the Bond Resolution to be on deposit in a specified fund or account pursuant hereto, it shall be sufficient if there is a clear allocation of such amounts in the records of the Municipality, notwithstanding that such amounts are combined with other moneys of the Municipality in a combined deposit or investment.

**SECTION 10.06. BOND RESOLUTION FOR BENEFIT OF MUNICIPALITY, PAYING AGENT, AND REGISTERED OWNERS.** Nothing in the Bond Resolution expressed or implied is intended or shall be construed to confer upon, or to give to, any Person or entity, other than the Municipality, the Paying Agent, the Registered Owners of the Bonds, or the Bondholders, any right, remedy, or claim pursuant to or by reason of the Bond Resolution or any covenant, condition, or stipulation hereof, and all covenants, stipulations, promises, and agreements contained in the Bond Resolution shall be for the sole and exclusive benefit of the Municipality, the Paying Agent, the Registered Owners of the Bonds, or the Bondholders.

**SECTION 10.07. POST ISSUANCE COMPLIANCE PROCEDURES.** The Municipality hereby approves and adopts the Post Issuance Compliance Procedures in substantially the form set out in **Attachment D** hereto.

**SECTION 10.08. CERTIFICATES OF TAX ASSESSOR OF THE COUNTY AND MISSISSIPPI DEPARTMENT OF REVENUE.** The Municipal Clerk is hereby authorized and directed to request and deliver certificates each year from the Tax Assessor of the County and the Mississippi Department of Revenue while the TIF Plan is in effect certifying the Captured Assessed Value of the real and personal property of the Municipality included in the TIF Plan and the diversion of Municipality Sales Tax TIF Revenues to the Municipality, in substantially the forms attached hereto as **Attachment A**.

**SECTION 10.09. BOOK-ENTRY ONLY SYSTEM.** Notwithstanding anything herein to the contrary and unless specifically requested by the Purchaser of the Bonds, the Bonds shall not be initially issued in the form of a separate, single, and fully registered Bond for each of the maturities thereof. In such case, upon initial issuance, the ownership of each such Bond shall be registered in the Bond Register in the name of Cede & Co., as nominee of DTC, all of the Outstanding Bonds shall be registered in the Bond Register in the name of Cede & Co., as nominee of DTC.

With respect to Bonds registered in the Bond Register in the name of Cede & Co., as nominee of DTC, the Municipality and the Paying Agent shall have no responsibility or obligation to any participant for whom DTC is a security depository nominee ("DTC participants") or to any Person on behalf of whom such a DTC participant holds an interest in the Bonds. Without limiting the immediately preceding sentence, the Municipality and the Paying Agent shall have no responsibility or obligation with respect to (a) the accuracy of the records of DTC, Cede & Co. or any DTC participant with respect to any ownership interest in the Bonds; (b) the delivery to any DTC participant or any other Person, other than a Registered Owner, as shown in the Bond Register, of any notice with respect to the Bonds, including any notice of redemption; or (c) the payment to any DTC participant or any other Person, other than a Registered Owner, as shown in the Bond Register, of any amount with respect to principal of, premium, if any, or interest on, the Bonds. Notwithstanding any other provision of the Bond Resolution to the contrary, the Municipality and the Paying Agent shall be entitled to treat and consider the Person in whose name each Bond is registered in the Bond Register as the absolute owner of such Bond for the purpose of payment of principal, premium, if any, and interest with respect to such Bond, for the purpose of giving notices of redemption and other matters with respect to such Bond, for the purpose of registering transfers with respect to such Bond, and for all other purposes whatsoever. The Paying Agent, shall pay all principal of, premium, if any, and interest on the Bonds only to or upon the order of the respective Registered Owners, as shown in the Bond Register as provided in the Bond Resolution, or their respective attorneys duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the Municipality's obligations with respect to

payment of principal of, premium, if any, and interest on the Bonds to the extent of the sum or sums so paid. No Person other than a Registered Owner, as shown in the Bond Register, shall receive a Bond certificate evidencing the obligation of the Municipality to make payments of principal, premium, if any, and interest pursuant to the Bond Resolution. Upon delivery by DTC to the Paying Agent of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., and subject to the provisions in the Bond Resolution with respect to interest checks or drafts being mailed to the Registered Owner at the close of business on the Record Date, the words "Cede & Co." in the Bond Resolution shall refer to such new nominees of DTC.

In the event that the Municipality and the Paying Agent determine that DTC is incapable of discharging its responsibilities described herein and in the Representation Letter or that it is in the best interest of the beneficial owners of the Bonds that they be able to obtain certificated Bonds, the Municipality and the Paying Agent shall (a) appoint a successor securities depository, qualified to act as such under Section 17(a) of the Securities and Exchange Act of 1934, as amended, notify DTC and DTC participants of the appointment of such successor securities depository and transfer one or more separate Bond certificates to such successor securities depository; or (b) notify DTC and DTC participants of the availability through DTC of Bond certificates and transfer one or more separate Bond certificates to DTC participants having Bonds credited to their DTC accounts. In such event, the Bonds shall no longer be restricted to being registered in the Bond Register in the name of Cede & Co., as nominee of DTC, but may be registered in the name of the successor securities depository, or its nominee, or in whatever name or names Registered Owners transferring or exchanging Bonds shall designate, in accordance with the provisions of the Bond Resolution.

Notwithstanding any other provision of the Bond Resolution to the contrary, so long as any of the Bonds is registered in the name of Cede & Co., as nominee of DTC, all payments with respect to principal of, premium, if any, and interest on such Bond and all notices with respect to such Bond shall be made and given, respectively, in the manner provided in the Representation Letter.

#### ARTICLE XI.

#### FURTHER ACTION; REPEALING CLAUSE AND EFFECTIVE DATE; DESIGNATION OF BONDS; MISCELLANEOUS

**SECTION 11.01. FURTHER ACTION.** The Mayor and the Municipal Clerk are hereby authorized to execute such documents, instruments, certificates, and papers, and do such acts and things as may be necessary or appropriate in connection with the authorization, issuance, sale, validation, and delivery of the Bonds.

**SECTION 11.02. REPEALING CLAUSE AND EFFECTIVE DATE.** All ordinances, resolutions, or orders of the Governing Body in conflict with the provisions of the Bond Resolution shall be, and the same are hereby repealed, rescinded, and set aside, but only to the extent of such conflict. For cause, the Bond Resolution shall become effective immediately upon the adoption thereof.

**SECTION 11.03. DEDICATION OF IMPROVEMENTS.** If it is in the best interests of the Municipality, the provisions of the Act requiring dedication of the "redevelopment project" to the Municipality shall not apply to such improvements which are constructed on the privately-owned portion of the Project.

City of Jackson, Mississippi

\_\_\_\_\_  
President, City Council



Municipal Clerk

(seal)

Attachment A

Certificates of the Tax Assessor of the County and the Mississippi Department of Revenue

**ASSESSMENT CERTIFICATE OF THE HINDS COUNTY TAX ASSESSOR**

I, Charles E. Stokes, Tax Assessor of Hinds County, Mississippi (the "County"), do hereby certify as follows with regards to certain real property including personal property located thereon (collectively the "TIF District Property") all as described in the *Tax Increment Financing Plan for the Fondren Hospitality Project, City of Jackson, Mississippi, May 2018*, (the "TIF Plan") adopted by the City of Jackson, Mississippi (the "City"), said real and personal property being located within the tax increment financing district set forth on Exhibit A hereto as established by the City in the TIF Plan:

1) The "Original Assessed Value", as such term is defined under Sections 21-45-1, et seq., Mississippi Code of 1972, as amended (the "Act"), and particularly Section 21-45-21 of the Act, of the TIF District Property as of January 1, 2018, was \$84,431 according to its then most recently determined valuation.

2) The "Original Assessed Value" resulted in:

CITY TAXES:	\$5,321.72 at 63.03 mills
COUNTY TAXES:	\$3,510.69 at 41.58 mills
SCHOOL TAXES:	\$7,153.83 at 84.73 mills

3) The "Current Assessed Value", as such term is defined under Section 21-45-21 of the Act, of the TIF District Property as of January 1, 2022, is \$1,354,908 according to the most recently determined valuation, consisting of \$842,877 in real property and \$492,231 in personal property.

4) The "Captured Assessed Value", as such term is defined under Section 21-45-21 of the Act, of the TIF District Property, as of January 1, 2022, is \$1,270,476.85 according to the most recently determined valuation, consisting of \$778,246.00 in real property and \$492,230.85 in personal property.

5) The projected incremental increase in ad valorem taxes for the 2021 tax year (being due and payable on or before February 1, 2022) resulting from ad valorem taxation by the City and County, when applied to the Captured Assessed Value is:

CITY TAXES:	\$80,078.16 at 63.03 mills
COUNTY TAXES:	\$54,109.61 at 42.59 mills
*SCHOOL TAXES:	\$110,277.39 at 86.80 mills

IN WITNESS WHEREOF, I have hereto set my hand on this the 25 day of January 2022.

  
CHARLES E. STOKES, TAX ASSESSOR  
HINDS COUNTY, MISSISSIPPI

\*NOTE: School taxes are not eligible for use with tax increment financing and are provided for informational purposes only.

Attachment B

**Purchase Agreement**

CITY OF JACKSON, MISSISSIPPI  
\$ \_\_\_\_\_ TAX INCREMENT FINANCING REVENUE BONDS, SERIES 20 \_\_\_\_  
(FONDREN HOSPITALITY PROJECT)

Date: \_\_\_\_\_ 20\_\_

PURCHASE AGREEMENT

City Council  
City Hall  
219 South President Street  
Jackson, Mississippi 39201

\_\_\_\_\_ (the "Purchaser"), offers to enter into this Purchase Agreement (the "Agreement") with the City of Jackson, Mississippi (the "Municipality") for the purchase of the Municipality's \$ \_\_\_\_\_ Tax Increment Financing Revenue Bonds, Series 2022 (Fondren Hospitality Project) (the "Bonds"), which, upon the Municipality's acceptance, will be binding upon the Municipality and the Purchaser. This offer is made subject to acceptance by the Municipality at or prior to the end of the day on the date hereof and if not so accepted will be subject to withdrawal by the Purchaser upon written notice delivered to the Municipality by the Purchaser at any time prior to acceptance by the Municipality.

All capitalized terms used herein and not otherwise defined herein shall have the meanings ascribed to them in the resolution authorizing and directing the issuance of the Bonds, adopted \_\_\_\_\_, 20\_\_, by the City Council (the "Governing Body") of the Municipality (the "Bond Resolution"); the *Tax Increment Financing Plan for the Fondren Hospitality Project, City of Jackson, Mississippi, May 2018*, approved by the Governing Body on June 19, 2018 (the "TIF Plan"); or the Development and Reimbursement Agreement approved by the City Council on June 19, 2018, by and between the Municipality and Fondren Hospitality, LLC, a Mississippi limited liability company and its affiliates, or any entities related thereto, or any successors or assigns thereof, the Developer of the Project (together, the "Developer"), and dated as of June 20, 2018 (the "Development and Reimbursement Agreement").

**1. BACKGROUND**

(a) The Municipality will issue and sell its Bonds. The Bonds are being issued to pay or reimburse all or a portion of the Costs of the Infrastructure Improvements to support the development of a 125-room hotel, parking, and related amenities in the Fondren neighborhood located in the city limits of the Municipality known as the Fondren Hospitality Project (the "Project").

(b) The Bonds will be issued pursuant to the authority of the Constitution and statutes of the State of Mississippi (the "State"), including Sections 21-45-1 *et seq.*, Mississippi Code of 1972, as amended (the "Act"), the TIF Plan, and by the further authority of proceedings duly had by the Governing Body of the Municipality, including the Bond Resolution.

(c) The Bonds are a limited obligation of the Municipality payable solely from and secured solely by a pledge of 100% of the Municipality's additional ad valorem tax revenues

received by the Municipality resulting from ad valorem taxes on the "captured assessed value" of real property, including personal property located thereon, within the boundaries of the tax increment financing district described in the TIF Plan (the "TIF District"), as defined and calculated in the manner set forth in the Act (the "Municipality Ad Valorem TIF Revenues"), and 100% of the Municipality's additional municipal sales tax diversion received by the Municipality from sales taxes collected within the boundaries of the TIF District, based upon the "original sales value," as defined and calculated in the manner set forth in the Act (the "Municipality Sales Tax TIF Revenues") (together, the "TIF Revenues"), as provided for in the TIF Plan, in the Development and Reimbursement Agreement, and in the Bond Resolution. The TIF Revenues has been pledged to pay the principal of, premium, if any, and interest on the Bonds and to make the payments into the Bond Fund provided for in the Bond Resolution.

(d) The Bonds shall not be or constitute an indebtedness of the Municipality within the meaning of any constitutional provision or statutory limitation of the State.

(e) The Bonds will contain the terms and provisions described in the Bond Resolution and will bear interest at the rates and mature on the dates all as more fully described in Section 4(d) of this Agreement.

(f) [In reliance upon the opinion of The May Law Firm, PLLC, Jackson, Mississippi, and Watkins & Eager PLLC, Jackson, Mississippi (together, "Bond Counsel"), interest on the Bonds will be excluded from gross income for federal income tax purposes under existing statutes, regulations, rulings, and court decisions, and the Bonds will be designated as "qualified tax-exempt obligations" within the meaning of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended, supplemented, or superseded, and any regulations thereunder (the "Code").]

**2. REPRESENTATIONS OF THE MUNICIPALITY**

The Municipality makes the following representations, all of which will survive the purchase and offering of the Bonds:

(a) The Municipality is a political subdivision of the State, duly organized and existing pursuant to the laws of the State.

(b) The Municipality is authorized by the provisions of the Act and the Bond Resolution to issue the Bonds secured as set forth in the Bond Resolution.

(c) The Municipality has complied with all provisions of the Constitution and the laws of the State pertaining to the issuance and sale of the Bonds, including the Act, and has full power and authority to authorize and thereafter consummate all transactions contemplated by this Agreement and the Bonds.

(d) The Municipality has duly adopted the necessary resolutions and has duly authorized the execution of this Agreement and the issuance and sale of the Bonds, and has taken all actions and obtained all approvals necessary and appropriate to carry out the same.

(e) The Municipality has duly authorized all necessary actions to be taken by the Municipality for (i) the issuance and sale of the Bonds upon the terms set forth herein and in the Bond Resolution; (ii) the execution, delivery, receipt, and due performance of this Agreement and

the Bonds, and any and all other agreements and documents as may be required to be executed, delivered, and received by the Municipality in order to consummate the transactions contemplated hereby; and (ii) the consummation of the transactions contemplated hereby.

(f) There is no action, suit, proceeding, inquiry, investigation at law or in equity or before or by any court, public board or body pending or, to the best of the Municipality's knowledge, threatened against or affecting the Municipality (or any basis therefor), wherein an unfavorable decision, ruling, or finding would adversely affect the transactions contemplated hereby or the validity of the Bonds, this Agreement or any agreement or instrument to which the Municipality is or is expected to be a party and which is used or contemplated for use in the consummation of the transactions contemplated hereby.

(g) The execution and delivery by the Municipality of this Agreement, the Bonds, and other agreements contemplated hereby and compliance with the provisions thereof will not conflict with or constitute, on the part of the Municipality, a breach of or a default pursuant to any existing law, court, or administrative regulation, decree, or order or any agreement, indenture, mortgage, lease, or other instrument to which the Municipality is subject or by which the Municipality is or may be bound.

(h) Any certificate signed by any of the Municipality's authorized officers and delivered to the Purchaser shall be deemed a representation and warranty by the Municipality to the Purchaser as to the statements made therein.

(i) [information to be provided]

**3. COVENANTS OF THE MUNICIPALITY**

The Municipality agrees to the following covenants, all of which will survive the purchase and offering of the Bonds and any investigations made by or on behalf of the Purchaser:

(a) The Municipality shall apply the proceeds of the Bonds in accordance with the Bond Resolution.

(b) The Municipality shall not take or omit to take, as may be applicable, any action which would, in any way, cause the proceeds of the Bonds to be applied in a manner contrary to the requirements of the Bond Resolution.

(c) Whether or not the sale of the Bonds by the Municipality to the Purchaser is consummated, the Municipality agrees that the Purchaser shall have no obligation to pay any costs or expenses incident to the performance of the obligations of the Municipality pursuant to this Agreement.

(d) [As required by the Purchaser, a sufficient portion of the proceeds of the sale of the Bonds or other legally available funds of the Municipality shall be deposited into the debt service reserve account (the "Reserve Account") established by the Bond Resolution, in an amount sufficient to satisfy the Debt Service Reserve Requirement (as defined in the Bond Resolution).]

**4. PURCHASE, SALE, AND DELIVERY OF THE BONDS; FUNDS**

(a) On the basis of the representations, warranties, and covenants contained herein and in the other agreements referred to herein, and subject to the terms and conditions herein set forth, on the Closing Date (as defined herein), the Purchaser agrees to purchase from the Municipality and the Municipality agrees to sell to the Purchaser the Bonds for a purchase price of \$ \_\_\_\_\_, representing the par amount thereof.

(b) The Municipality will deliver the Bonds to or for the account of the Purchaser against payment of the purchase price therefor by wire transfer by the Purchaser, or by the Placement Agent on behalf of the Purchaser, of immediately available funds to the account of the Municipality at or prior to \_\_\_\_\_ p.m. on \_\_\_\_\_, 20\_\_\_\_, or such other place, time, or date as shall be mutually agreed upon by the Municipality and the Purchaser (the "Closing Date").

(c) The Bonds may be in printed, engraved, typewritten, or photocopied form, and each such form shall constitute "definitive form."

(d) On the basis of the representations, warranties, and covenants contained herein and in the other agreements referred to herein, and subject to the terms and conditions herein set forth, on the Closing Date, the Purchaser agrees to purchase the Bonds from the Municipality and the Municipality agrees to sell the Bonds to the Purchaser for a purchase price of \$ \_\_\_\_\_ at the following principal amount, rate, and maturity:

Year of Maturity	Principal Amount	Interest Rate
20____	\$ _____	%

(e) The Bonds shall be in registered form; shall be dated and issued \_\_\_\_\_ 20\_\_\_\_, shall be in the denomination of \$ \_\_\_\_\_ or any integral multiple of \$ \_\_\_\_\_ in excess thereof up to the amount of a single maturity; shall be numbered from 1 upward in order of issuance; shall be payable, both as to principal and interest, in lawful money of the United States of America at \_\_\_\_\_, said bank to act as paying agent, registrar, and transfer agent (the "Paying Agent") for the Bonds; shall bear interest from the date thereof at the rates hereinafter set forth, payable on \_\_\_\_\_ 1, 20\_\_\_\_, and is a term bond subject to mandatory sinking fund redemption prior to their scheduled maturity in the principal amounts and in the years listed below at a redemption price of 100% of the principal amount redeemed plus accrued interest payable semiannually on \_\_\_\_\_ 1 and \_\_\_\_\_ 1 in each year, beginning \_\_\_\_\_, 20\_\_\_\_, on the redemption date in accordance with the following schedule:

Year of Maturity	Principal Amount	Interest Rate
20____	\$ _____	%
20____	\$ _____	%
20____	\$ _____	%
20____	\$ _____	%
20____	\$ _____	%
20____	\$ _____	%

Year of Maturity	Principal Amount	Interest Rate
20	\$	5%
20	\$	5%
20	\$	5%
20	\$	5%
20	\$	4%
20	\$	5%
20	\$	5%
20 *	\$	5%

\*Final Maturity

(f) [The Bonds are subject to redemption prior to maturity at the election of the Municipality, either in whole or in part on any date at the principal amount thereof together with accrued interest to the date fixed for redemption. Notice of each redemption, if any, shall be mailed, postage prepaid, not less than 30 days prior to the redemption date, to the Registered Owners of the Bonds to be redeemed at their addresses as they appear on the registration books of the Municipality kept by the Paying Agent.]

(g) In connection with the purchase, sale, and delivery of the Bonds, the Purchaser represents and warrants to the Municipality the following:

(1) The Bonds will be sold and purchased as set forth in this Section through a private sale to qualified institutional buyers or investors in an offering which meets the requirements for the exemption set forth in Securities and Exchange Commission Regulation 15c2-12(d)(1);

(2) The Purchaser is not purchasing for more than 1 account, and is purchasing the Bonds for its own account for the purpose of investment and not with a view towards distribution or resale;

(3) The Purchaser has knowledge and experience in financial and business matters and is capable of evaluating the risks and merits of purchasing the Bonds;

(4) The Purchaser has read and understands the Bond Documents (hereinafter described);

(5) The Purchaser has had an opportunity to obtain and has obtained from the Municipality all of the information, documents, and materials it regards as necessary to evaluate the merits and risks of its purchase of the Bonds;

(6) The Purchaser recognizes that Bond Counsel and Catoria P. Martin, Esq., City Attorney, Jackson, Mississippi (the "Counsel to the Municipality") are not responsible for any information contained in or omitted from materials regarding the Municipality and that it

does not look to Bond Counsel or Counsel for the Municipality to obtain such information on its behalf, and

(h) While it has no present intention to resell or otherwise dispose of the Bonds purchased by it, the Purchaser (or if the Bonds are to be placed with qualified buyers, then such qualified buyers) agrees that any sale or transfer of the Bonds, other than in a primary offering as defined in Securities and Exchange Commission Rule 15c2-12, will be in principal amounts of not less than \$\_\_\_\_\_ each or any integral multiple of \$\_\_\_\_\_ in excess thereof up to the amount of a single maturity, and the Purchaser assumes the responsibility for disclosing all material information in compliance with all applicable federal and state securities laws in the event of the resale of the Bonds. The Purchaser further agrees to require any buyer or other transferee to acquire the Bonds subject to the transfer restrictions set forth in this paragraph.

**5. BOND DOCUMENTS**

On or prior to the Closing Date, the Purchaser shall have received a copy, certified by the Municipality Clerk of the Municipality, of the transcript of proceedings of the Governing Body of the Municipality in connection with the authorization, issuance, sale, and validation of the Bonds. Such transcript shall include the Bond Resolution and the form of this Agreement (collectively, the "Bond Documents").

**6. CONDITIONS TO OBLIGATIONS OF THE PURCHASER**

The obligation of the Purchaser to purchase and pay for the Bonds and the obligation of the Municipality to sell the Bonds to the Purchaser shall be subject to the following conditions precedent:

(a) The Municipality shall have performed all of its obligations hereunder and the statements made on behalf of the Municipality hereunder shall be true and correct on the date hereof and on the Closing Date, as if made on the Closing Date, and the Municipality shall deliver a certificate to such effect.

(b) Except as may have been agreed to by the Purchaser, as of the Closing Date, each of the Bond Documents and all other official actions of the Municipality relating thereto shall be in full force and effect and shall not have been amended, modified, or supplemented.

(c) The Municipality shall have received the approving opinion of Bond Counsel, in form and substance acceptable to the Purchaser.

(d) The Purchaser shall have received the opinion of Counsel to the Municipality, dated the Closing Date and addressed to the Purchaser, in form and substance acceptable to the Purchaser.

(e) Between the date of this Agreement and the Closing Date, no material adverse change shall have occurred, nor shall any development have occurred involving a prospective material and adverse change in, or affecting the affairs, business, financial condition, results of operations, prospects, or properties of the Municipality.

(f) On or prior to the Closing Date, all actions required to be taken as of the Closing Date in connection with the Bonds and the Bond Documents by the Municipality shall have been taken, and the Municipality shall have performed and complied with all agreements, covenants, and conditions required to be performed or complied with by this Agreement, the Bonds and the Bond Documents, and the Municipality shall deliver a certificate to such effect insofar as the foregoing actions, agreements, covenants, and conditions apply, and each of such agreements shall be in full force and effect and shall not have been amended, modified, or supplemented, except as has been agreed to in writing by the Purchaser.

(g) None of the events referred to in Section 7 of this Agreement shall have occurred.

(h) The Purchaser shall have received a certificate, dated the Closing Date and signed on behalf of the Municipality, to the effect that:

(1) the Municipality has not received notice of any pending, nor to the Municipality's knowledge is there any threatened, action, suit, proceeding, inquiry, or investigation against the Municipality, at law or in equity, by or before any court, public board or body, nor to the Municipality's knowledge is there any basis therefor, affecting the existence of the Municipality or the titles of its officers to their respective offices, or seeking to prohibit, restrain, or enjoin the sale, issuance, or delivery of the Bonds or the pledge of TIF Revenues pledged or to be pledged to pay the principal of, premium, if any, and interest on the Bonds, or in any way materially adversely affecting or questioning (A) the existence and powers of the Municipality, (B) the use of the proceeds of the Bonds, (C) the validity or enforceability of the Bonds, the Bond Resolution, or any proceedings of the Municipality taken with respect to the Bonds, (D) the execution and delivery of this Agreement or the Bonds, or (E) the power of the Municipality to carry out the transactions contemplated by this Agreement or the Bonds;

(2) the Municipality has complied with all the covenants and satisfied all of the conditions on its part to be performed or satisfied at or prior to the Closing Date, and the representations and warranties of the Municipality contained herein are true and correct as of the Closing Date.

(i) Evidence, satisfactory in form and substance to the Purchaser and Bond Counsel, of a satisfactory and favorable conclusion to a bond validation proceeding pursuant to the laws of the State with respect to the Bonds shall have been received.

(j) Such additional opinions and other documents as the Purchaser or Bond Counsel may reasonably request to evidence performance of or compliance with the provisions of this Agreement and the transactions contemplated hereby, the Bonds and other documents to be satisfactory in form and substance to the Purchaser, shall have been received.

(k) If any conditions to the obligations of the Purchaser or the Municipality contained in this Agreement are not satisfied and the satisfaction of such conditions shall not be waived by the Purchaser and the Municipality, then, at the option of the Purchaser and the Municipality, the Closing Date (1) shall be postponed for such period as may be necessary for such conditions to be satisfied or (2) without limiting the generality of Section 11 of this Agreement, the obligations of the Purchaser and the Municipality pursuant to this Agreement shall terminate, and neither the Purchaser nor the Municipality shall have any further obligations or liabilities hereunder.

All of the legal opinions, the Bonds, proceedings, instruments, and other documents mentioned above or elsewhere in this Agreement shall be deemed to be in compliance with the provisions hereof if, but only if, they are in form and substance satisfactory to the Purchaser and the Municipality.

## 7. TERMINATION

The Purchaser may terminate its obligations hereunder by written notice to the Municipality if, at any time subsequent to the date hereof and on or prior to the Closing Date:

(a) Legislation shall have been enacted or a decision by a court of the United States of America shall be rendered or any action taken by the Securities and Exchange Commission which, in the opinion of counsel to the Purchaser, if any, has the effect of requiring the offer or sale of the Bonds to be registered pursuant to the Securities Act of 1933, as amended.

(b) (1) In the judgment of the Purchaser, the market price of the Bonds are adversely affected because (A) additional material restrictions not in force as of the date hereof shall have been imposed upon trading in securities generally by any governmental authority or by any national securities exchange; (B) a general banking moratorium shall have been established by federal, State of New York, or State authorities; or (2) any litigation shall be instituted, pending or threatened to restrain or enjoin the issuance or sale of the Bonds or in any way contesting or affecting any authority or security for or the validity of the Bonds, or the existence or powers of the Municipality.

(c) There shall have occurred any change that, in the reasonable judgment of the Purchaser, makes unreasonable or unreliable any of the assumptions upon which payment of debt service on the Bonds are predicated.

(d) There shall have occurred any material change in the business or affairs of the Municipality which, in the reasonable judgment of the Purchaser, materially adversely affects the investment quality of the Bonds.

(e) Any legislation, ordinance, rule, or regulations shall be enacted or be actively considered for enactment by any governmental body, department, or agency of the State, or a decision by any court of competent jurisdiction within the State shall be rendered, which, in the reasonable opinion of the Purchaser, materially or adversely affects the market price of the Bonds.

(f) A stop order, ruling regulation, or official statement by or on behalf of the Secretary of State of the State shall be issued or made to the effect that the issuance, offering or sale of the Bonds, or of obligations of the general character of the Bonds as contemplated hereby, is a violation of any provisions of the Blue Sky laws of the State.

(g) Any condition to the Purchaser's obligations hereunder is not satisfied or if there is any refusal, inability, or failure on the part of the Municipality to comply with any of the terms or to fulfill any of the conditions provided for or contemplated by this Agreement, or if for any reason the Municipality shall be unable to perform all of its obligations or satisfy conditions provided for or contemplated in this Agreement.

(b) Additional material restrictions, not in force as of the date hereof, shall have been imposed upon trading in securities generally by any governmental authority or by any national securities exchange.

8. CONDITION OF THE MUNICIPALITY'S OBLIGATIONS

The Municipality's obligations hereunder are subject to the Purchaser's performance of its obligations hereunder.

9. NOTICES

Any notice or other communication to be given to the Municipality and the Purchaser pursuant to this Agreement may be given by delivering the same in writing as follows:

Municipality: City of Jackson, Mississippi  
Attention: Municipality Clerk  
City Hall  
219 South President Street  
Jackson, Mississippi 39201

Purchaser: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Placement Agent: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

10. SUCCESSORS

This Agreement is made solely for the benefit of the Municipality and the Purchaser (including their successors or assigns) and no other person shall acquire or have any right hereunder or by virtue hereof (other than pursuant to Section 3 hereof).

11. SURVIVAL OF CERTAIN REPRESENTATIONS AND WARRANTIES

All agreements, covenants, representations, and warranties and all other statements of the Municipality set forth in or made pursuant to this Agreement shall remain in full force and effect, regardless of any investigation, or statement as to the results thereof made by or on behalf of the Purchaser or the Municipality, and shall survive the Closing Date and the delivery of and payment for the Bonds.

12. GOVERNING LAW

This Agreement shall be governed by the laws of the State.

13. MISCELLANEOUS

This Agreement constitutes the only agreement among the parties hereto relating to the subject matter hereof and it supersedes and cancels any and all previous contracts, agreements, or understandings with respect thereto. This Agreement may not be amended or modified except in writing executed by all parties hereto.

14. COUNTERPARTS

This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

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IN WITNESS WHEREOF, the parties hereto have caused this Purchase Agreement to be executed in their respective names by their duly authorized officers as of the day and year first written above.

Very truly yours,

\_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

IN WITNESS WHEREOF, the parties hereto have caused this Purchase Agreement to be executed in their respective names by their duly authorized officers as of the day and year first written above.

City of Jackson, Mississippi

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Municipality Clerk

(seal)

Attachment C

Placement Agreement

CITY OF JACKSON, MISSISSIPPI  
\$1,000,000 TAX INCREMENT FINANCING REVENUE BONDS, SERIES 20\_\_  
(FONDREN HOSPITALITY PROJECT)

Date: \_\_\_\_\_, 20\_\_

PLACEMENT AGREEMENT

Mayor and City Council  
City Hall  
219 South President Street  
Jackson, Mississippi 39201

This Placement Agreement, dated \_\_\_\_\_, 20\_\_ (the "Placement Agreement"), is by and between the City of Jackson, Mississippi (the "Municipality"), and \_\_\_\_\_, as Placement Agent (the "Placement Agent").

WITNESSETH:

WHEREAS, the Municipality has determined to issue and sell its Tax Increment Financing Revenue Bonds, Series 20\_\_ (Fondren Hospitality Project), in the maximum principal amount of \$1,000,000 in one or more taxable or tax-exempt series (the "Bonds"). The Bonds are being issued to pay or reimburse all or a portion of the Costs of the Infrastructure Improvements (as defined in the Bond Resolution, the TIF Plan, and the Development and Reimbursement Agreement, all as defined herein) to support the development of the 125-room hotel, parking, and related amenities in the Fondren neighborhood of the Municipality, known as the Fondren Hospitality Project (the "Project"), as described more fully in the TIF Plan, as provided for in the resolution authorizing and directing the issuance of the Bonds, adopted by the City Council (the "Governing Body") on \_\_\_\_\_, 20\_\_ (the "Bond Resolution").

WHEREAS, the Municipality has requested that the Placement Agent act as its agent in connection with the placement of the Bonds.

NOW, THEREFORE, for and in consideration of the covenants herein made, and upon the terms and subject to the conditions herein set forth, the parties hereto agree as follows:

Section 1. Definitions.

All capitalized terms used herein and not otherwise herein defined shall have the meanings ascribed to them in the Bond Resolution, in the Tax Increment Financing Plan for the Fondren Hospitality Project, Act 2018, approved by the Council on June 19, 2018 (the "TIF Plan"), or the Development and Reimbursement Agreement approved by the Council on June 19, 2018, by and between the Municipality and Fondren Hospitality, LLC, a Mississippi limited liability company and its affiliates, or any entities related thereto, or any successors or assigns thereof, the Developer of the Project (together, the "Developer"), dated as of June 20, 2018 (the "Development and Reimbursement Agreement").

Section 2. Appointment of Placement Agent.

Pursuant to the Bond Resolution and this Placement Agreement, the Municipality hereby appoints the Placement Agent as exclusive Placement Agent with respect to the Bonds, and the Placement Agent hereby accepts such appointment, with such duties as described herein and in the Bond Resolution.

Section 3. Background.

(a) The Bonds will be issued pursuant to the authority of the Constitution and statutes of the State, including Sections 21-45-1 *et seq.*, Mississippi Code of 1972, as amended (the "Act"), and by the further authority of proceedings duly had by the Governing Body of the Municipality, including the Bond Resolution.

(b) The Bonds are payable from and secured by a pledge of 100% of the Municipality's additional ad valorem tax revenues received by the Municipality resulting from ad valorem taxes on the "captured assessed value" of real property, including personal property located thereon, within the boundaries of the tax increment financing district described in the TIF Plan (the "TIF District"), as defined and calculated in the manner set forth in the Act (the "Municipality Ad Valorem TIF Revenues"), and 100% of the Municipality's additional municipal sales tax diversion received by the Municipality from sales taxes collected within the boundaries of the TIF District, based upon the "original sales value," as defined and calculated in the manner set forth in the Act (the "Municipality Sales Tax TIF Revenues") (together, the "TIF Revenues"), as provided for in the TIF Plan, in the Development and Reimbursement Agreement, and in the Bond Resolution. The TIF Revenues has been pledged to pay the principal of, premium, if any, and interest on the Bonds and to make the payments into the Bond Fund provided for in the Bond Resolution.

(c) The Bonds shall not be or constitute an indebtedness of the Municipality within the meaning of any constitutional provision or statutory limitation of the State.

(d) The Bonds will contain the terms and provisions described in the Bond Resolution and will bear interest at the rates and mature on the dates all as more fully described in the bond purchase agreement, commitment to finance, term sheet, or other similar agreement between the Municipality and the Purchaser (as defined hereinafter) of the Bonds for the purchase and sale of the Bonds (the "Purchase Agreement").

Section 4. Placement of the Bonds.

(a) The Placement Agent hereby agrees, as the agent of the Municipality, to use its reasonable best efforts to place the Bonds with qualified institutional buyers or investors (the "Purchaser" or "Purchasers") in an offering which meets the requirements for the exemption set forth in Securities and Exchange Commission Regulation 15c2-12(d)(1).

(b) No preliminary official statement, official statement, placement memorandum, or other offering document will be distributed in connection with the sale and issuance of the Bonds.

Section 5. Payment of the Purchase Price.



Bond Resolution; (ii) the execution, delivery, receipt, and due performance of this Placement Agreement and the Bonds, and any and all other agreements and documents as may be required to be executed, delivered, and received by the Municipality in order to consummate the transactions contemplated hereby; and (iii) the consummation of the transactions contemplated hereby.

(f) There is no action, suit, proceeding, inquiry, investigation at law or in equity or before or by any court, public board or body pending or, to the best of the Municipality's knowledge, threatened against or affecting the Municipality (or any basis therefor), wherein an unfavorable decision, ruling, or finding would adversely affect the transactions contemplated hereby or the validity of the Bonds, this Placement Agreement, the Purchase Agreement, or any agreement or instrument to which the Municipality is or is expected to be a party and which is used or contemplated for use in the consummation of the transactions contemplated hereby.

(g) The execution and delivery by the Municipality of this Placement Agreement, the Purchase Agreement, the Bonds, and other agreements contemplated hereby and compliance with the provisions thereof will not conflict with or constitute, on the part of the Municipality, a breach of or a default under any existing law, court, or administrative regulation, decree, or order or any agreement, indenture, mortgage, lease, or other instrument to which the Municipality is subject or by which the Municipality is or may be bound.

(h) Any certificate signed by any of the Municipality's authorized officers and delivered to the Purchaser shall be deemed a representation and warranty by the Municipality to the Purchaser as to the statements made thereon.

To the knowledge of the Municipality, the Municipality is not in default, and at no time has been in default, in the payment of principal of, premium, if any, interest on, or otherwise in default with respect to bonds, notes, or other obligations which it has issued, assumed, or guaranteed.

#### Section 9. Governing Law.

This Placement Agreement shall be governed by and construed in accordance with the laws of the State.

#### Section 10. Representations and Covenants of the Placement Agent.

The Placement Agent represents and warrants to, and agrees with, the Municipality that:

(a) The Bonds will be sold and purchased as set forth in Section 4 hereof through a negotiated sale.

(b) The number of Purchasers computed in accordance with Securities and Exchange Commission Regulation 15c2-12(d)(1) will not exceed 35.

(c) The Placement Agent will obtain from each Purchaser an executed Purchase Agreement in the form set forth as Attachment B to the Bond Resolution, representing and warranting to the Municipality as follows:

(i) the Purchaser is not purchasing for more than 1 account or with a view to distributing the Bonds;

(ii) the Purchaser has such knowledge and experience in financial and business matters that it is capable of evaluating the risks and merits of purchasing the Bonds, without reliance upon others;

(iii) the Purchaser has read and understands the Bond Resolution;

(iv) the Purchaser has had an opportunity to obtain and has obtained from the Municipality all of the information, documents, and materials it regards as necessary to evaluate the merits and risks of its purchase of the Bonds; and

(v) while the Purchaser has no present intention to resell or otherwise dispose of all or any part of its Bonds, the Purchaser assumes responsibility for disclosing all material information in compliance with all applicable federal and state securities laws in the event of its resale of the Bonds.

(d) The Municipality (as the client of \_\_\_\_\_) acknowledges and agrees that this Placement Agreement does not constitute a guarantee by the Placement Agent to arrange the placement of the Bonds. It is understood that the obligations of the Placement Agent under this Placement Agreement are to use reasonable efforts throughout the term of this Placement Agreement to perform the services described herein. The Municipality acknowledges and agrees that the Placement Agent is being retained to act solely as Placement Agent for the Bonds, and not as an agent, adviser, or fiduciary to the Municipality, and that this Placement Agreement is not intended to confer rights or benefits on any member, affiliate, shareholder, or creditor of the Municipality, or any other person or entity, or to provide the Municipality or any other person with any assurances that the transaction will be consummated. The Placement Agent shall act as an independent contractor under this Placement Agreement, and not in any other capacity, including as a fiduciary. The Municipality acknowledges and agrees that: (i) the transaction contemplated by this Placement Agreement is an arm's length, commercial transaction between the Municipality and the Placement Agent in which the Placement Agent is acting solely as a principal and is not acting as a municipal advisor, financial advisor, or fiduciary to the Municipality; (ii) the Placement Agent has not assumed any advisory or fiduciary responsibility to the Municipality with respect to the transaction contemplated hereby and the discussions, undertakings, and procedures leading thereto (irrespective of whether \_\_\_\_\_ has provided other services or is currently providing other services to the Municipality on other matters); (iii) the only obligations the Placement Agent has to the Municipality with respect to the transaction contemplated hereby expressly are set forth in this Placement Agreement; and (iv) the Municipality has consulted its own legal, accounting, tax, financial, and other advisors, as applicable, to the extent it has deemed appropriate.

#### Section 11. Counterparts.

This Placement Agreement may be executed in one or more counterparts, each of which shall be an original and all of which, when taken together, shall constitute but one and the same instrument.

**Section 12. Binding Effect.**

This Placement Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors and assigns, except that no party hereto may assign any of its rights or obligations hereunder without the consent of the other parties.

**Section 13. Miscellaneous.**

(a) Nothing herein shall be construed to make any party hereto an employee of any other or to establish any fiduciary relationship between the Municipality and the Placement Agent except as expressly provided herein.

(b) This Placement Agreement may be amended from time to time only by an instrument in writing executed by all the parties hereto.

(c) The headings contained herein are for convenience of reference only and shall not affect in any way the meaning or interpretation of this Placement Agreement.

(d) If any one or more of the covenants, provisions, or agreements contained in this Placement Agreement shall be determined by a court of competent jurisdiction to be invalid, the invalidity of such covenants, provisions, and agreements shall in no way affect the validity or effectiveness of the remainder of this Placement Agreement, and this Placement Agreement shall continue in full force to the fullest extent permitted by law.

(e) All of the representations, warranties, and covenants made in this Placement Agreement shall remain operative and in full force and effect, regardless of (i) any investigation made by or on behalf of any party hereto, or (ii) delivery of and any payment for any Bonds hereunder.

(f) The Municipality should be aware that the Placement Agent or its affiliates may have trading and other business relationships with other participants in the proposed transaction, including with potential purchasers of the Bonds. These relationships include, but may not be limited to, trading lines frequent purchases and sales of securities and other engagements through which the Placement Agent may have, among other things, an economic interest. In addition, the Municipality should be aware that the primary role of an underwriter is to purchase, or arrange for the placement of, securities in an arm's-length commercial transaction between the Municipality and the Placement Agent and that the Placement Agent has financial and other interests that differ from those of the Municipality. Notwithstanding the foregoing, the Placement Agent will not receive any compensation with respect to the Bonds other than as disclosed above or otherwise disclosed to the Municipality. The Placement Agent is involved in a wide range of activities from which conflicting interests or duties may arise. Information which is held elsewhere within \_\_\_\_\_ but which none of the Placement Agent's personnel involved in the proposed transaction actually has knowledge, will not for any purpose be taken into account in determining the Placement Agent's responsibilities to the Municipality.

**IN WITNESS WHEREOF**, the parties hereto have caused this Placement Agreement to be executed in their respective names by their duly authorized officers as of the day and year first above written.

Very truly yours,

\_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

IN WITNESS WHEREOF, the parties hereto have caused this Placement Agreement to be executed in their respective names by their duly authorized officers as of the day and year first above written.

City of Jackson, Mississippi

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Municipality Clerk

(seal)

### Attachment D

#### Post Issuance Compliance Procedures

§ \_\_\_\_\_ TAX INCREMENT FINANCING REVENUE BONDS, SERIES 20\_\_\_\_\_  
(FONDREN HOSPITALITY PROJECT)  
CITY OF JACKSON, MISSISSIPPI

#### PROCEDURES FOR POST-ISSUANCE COMPLIANCE TAX-EXEMPT FINANCINGS

##### General

The purpose of these Procedures for Post-Issuance Compliance, Tax-Exempt Financings (the "Procedures") is to ensure that the tax-exempt financings of the City of Jackson, Mississippi (the "Municipality" or the "Issuer") remain in compliance with the following federal tax requirements:

- Record retention
- Arbitrage yield restriction and rebate
- Proper and timely use of bond proceeds and bond-financed property
- Timely return filings
- Corrective actions
- Other general requirements

These Procedures apply to any obligations to which Sections 103 and 141 through 150 of the Internal Revenue Code of 1986, as amended, and any Treasury Regulations promulgated thereunder (together, as applicable, the "Code") apply. The Issuer shall comply with any requirements set forth in the Code and subsequent rulings and other advice published by the Internal Revenue Service (the "Service" or the "IRS"), as such authorities may apply to the Issuer and its obligations.

##### The "Financing"

There are different types of obligations that can evidence a tax exempt loan including but not limited to bonds, notes, obligations, leases, or installment sales transactions. This document refers to "bonds" but applies to all of these types of transactions and all such debt instruments.

##### Responsible Parties

The Issuer designates the Municipality Clerk of the Issuer and the Chief Financial Officer of the Issuer (together, the "Responsible Parties") as the primary persons responsible for compliance with this policy. The Responsible Parties will coordinate efforts with the City Council of the Issuer (the "City Council") and other parties working with the Issuer on financings and the operation of bond-financed facilities to ensure that any actions taken with respect to bond-financed facilities will be in compliance with the requirements of the Code and rulings of the IRS.

General Recordkeeping

The Issuer will maintain a copy of the following documents on file at all times:

- Audited Financial Statements for each year that tax-exempt bonds are outstanding
- Reports of any examinations by the IRS of the Issuer or its tax-exempt financings for, or in relation to conduct transactions with, the Issuer

With respect to each issue of tax-exempt bonds, the Issuer hereby requires, and each Issuer agrees to retain, the following for the life of the bonds plus three years:

- Financing transcript
- Minutes and resolutions(s) authorizing the issue
- Certifications of issue price
- Any formal elections (e.g., election to employ an accounting methodology other than specific tracing)
- Appraisals, demand surveys, and/or feasibility studies for bond-financed property
- Government grant documentation related to construction, renovation, or purchase of bond-financed facilities
- Bond Trustee or bank statements regarding investment and expenditures of bond funds
- Any agreement listed in "Private Business Use" (below) that relates to a bond-financed facility

Separate Bank Account

Many of the Code provisions related to tax-exempt bonds pertain to how bond proceeds are invested, and when such bond proceeds are spent. The Issuer will establish a separate bank account or trust fund for bond proceeds and keep records for any such account showing:

- All expenditures on the bond-financed property
- Investment of bond proceeds

Investments and Arbitrage Compliance

Many of the Code provisions deal with restrictions if bond proceeds are invested at a yield higher than the yield on the bonds. The Responsible Parties are responsible for monitoring such investments, and taking steps to ensure compliance with the yield restriction requirements of Section 148(a) of the Code and the rebate requirements of section 148(f) of the Code. Such monitoring includes, but is not limited to:

- tracking the allocation of bond proceeds to expenditures for compliance with any temporary period and spending exceptions, no less frequently than annually
- ensuring that any forms required to be filed with the IRS relating to arbitrage or rebate and any payments required pursuant thereto are filed in a timely manner ensuring that "fair market value" is used with respect to the purchase and sale of investments

Additionally, the Responsible Parties shall monitor compliance with rebate and yield restriction rules on an annual basis.

With respect to each issue of tax-exempt bonds, the Issuer agrees to retain the following for the life of the bonds plus three years:

- Documentation of allocations of investments of bond proceeds and calculations of investment earnings
- Documentation for investments of bond proceeds related to:
  - a) Investment contracts (e.g., guaranteed investment contracts)
  - b) Credit enhancement transactions (e.g., bond insurance contracts)
  - c) Financial derivatives (e.g., swaps, caps, etc.)
  - d) Bidding of financial products
- Documentation regarding arbitrage compliance, including:
  - a) Computation of bond yield
  - b) Computation of rebate and yield reduction payments
  - c) Form 8038-T, *Arbitrage Rebate, Yield Reduction and Penalty in Lieu of Arbitrage Rebate*
  - d) Form 8038-R, *Request for Recovery of Overpayments Under Arbitrage Rebate Provisions*

Expenditures and Assets

The Code generally requires that at least 85% of bond proceeds are to be expended on the project within three years of the date the bonds are issued.

The Responsible Parties are responsible for oversight of the expenditure of bond proceeds, including monitoring whether such expenditures are made in a timely manner for the purposes for which the bonds were authorized. The Responsible Parties will ensure that all proceeds of a bond issue are allocated to expenditures by the later of 18 months after the expenditure was made or the date the project is placed in service (and in no event, later than 60 days after (i) the fifth anniversary of the issue date or (ii) retirement of the issue).

With respect to each issue of tax-exempt bonds, the Issuer shall retain the following for the life of the bonds plus three years:

- Documentation of allocations of bond proceeds to expenditures (e.g., allocation of bond proceeds for expenditures for the construction, renovation or purchase of facilities)
- Documentation of allocations of bond proceeds to bond issuance costs
- Copies of all requisitions, draw schedules, draw requests, invoices, bills, and cancelled checks related to bond proceeds spent during the construction period
- Copies of all contracts entered into for the construction, renovation or purchase of bond-financed facilities
- Records of expenditure reimbursements incurred prior to issuing bonds for bond-financed facilities
- List or schedule of all bond-financed facilities or equipment
- Depreciation schedules for bond-financed depreciable property
- Documentation of any purchase or sale of bond-financed assets

Private Business Use

The legal and tax restrictions on private use of tax-exempt bond-financed property are set forth in detail in the applicable federal tax certificate executed in connection with the issue of tax-exempt bonds.

Generally, private use results from the sale or lease of tax-exempt bond-financed property or the granting of special legal entitlements to a private business or the Federal government. Private business use can also result from contracts that permit private business activities to be conducted

using bond-financed property or from research performed in a tax-exempt bond-financed facility for private parties or the Federal government.

Any material agreement that permits a private business or the Federal government to use tax-exempt bond-financed property should be reviewed by bond counsel prior to execution. Annually, a general review of the use of tax-exempt bond-financed facilities should be conducted. Tax-exempt bond-financed property should not be sold or leased without first consulting with bond counsel.

**Corrective Action**

A corrective action may be required if, for example, it is determined that bond proceeds were not properly expended; the Issuer is not in compliance with the arbitrage requirements imposed by the Code; or the Issuer has taken a deliberate action that results in impermissible private business use (e.g., sale or lease of bond-financed property) or entering a management contract with a private company for that facility. If the Issuer determines or is advised that corrective action is necessary with respect to any issue of its tax-exempt obligations, the Issuer will in a timely manner:

- seek to enter into a closing agreement under the Tax-Exempt Bonds Voluntary Closing Agreement Program described in Notice 2001-60 (or any successor notice thereof)
- take remedial action described under Section 1.141-12 of the Code
- take such other action as recommended by bond counsel

**Internal Revenue Service Examination of Bonds**

In the event that bonds issued by the Issuer are selected for examination by the IRS, the Issuer shall retain qualified and experienced counsel to represent the Issuer and shall work with such counsel to provide such documents and information requested by the IRS as are in the possession of the Issuer.

**Policy Supplemental to all Existing Policies**

This Policy is supplemental to all existing policies of the Issuer.

City of Jackson, Mississippi

\_\_\_\_\_  
Municipality Clerk

\_\_\_\_\_  
Chief Financial Officer

(seal)

Dated: \_\_\_\_\_, 20\_\_

Attachment E

**Proof of Publication of Notice of Public Hearing for TIF Plan**

**PROOF OF PUBLICATION  
THE STATE OF MISSISSIPPI  
HINDS COUNTY**

COPIES HERE

PERSONALLY appeared before me, the undersigned notary public in and for Hinds

**LEGAL**

**NOTICE OF PUBLIC HEARING  
TAX INCREMENT FINANCING PLAN FOR THE  
FONDREN HOSPITALITY PROJECT  
CITY OF JACKSON, MISSISSIPPI**

Notice is hereby given that the Mayor and City Council of the City of Jackson, Mississippi (the "Governing Body" of the "City") will hold a public hearing on May 22, at 8:00 o'clock p.m. at the regular meeting place of the Governing Body at the City Hall of the City of Jackson, 210 South President Street, Jackson, Mississippi, on the Tax Increment Financing Plan: Fondren Hospitality Project, City of Jackson, Mississippi, May 2018 (the "TIF Plan"), for consideration by the Governing Body and requesting that the TIF Plan be approved in compliance with The City of Jackson, Tax Increment Financing Redevelopment Plan, and further, to designate the project associated in the TIF Plan as appropriate for development and tax incremental financing.

The general scope of the TIF Plan is a proposal that the City will issue tax increment financing bonds (the "Bonds") in one or more series in an amount not to exceed One Million Dollars (\$1,000,000), in order to provide funds necessary to pay for the cost of acquiring and constructing various infrastructure improvements in connection with the Project (as defined in the TIF Plan), which may include, but are not necessarily limited to: installation, rehabilitation and/or relocation of utilities such as water, gas and sanitary sewer; construction, renovation, or rehabilitation of drainage improvements, roadways, curbs, gutters, sidewalks, site improvements, structured and surface parking; relocation of electrical lines; lighting and signalization; landscaping of rights-of-way, related architectural/engineering fees, attorney's fees, TIF Plan preparation fees, insurance costs, capitalized interest, and other related soft costs (collectively "Infrastructure Improvements").

The Bonds shall be secured solely by a pledge by the City of the incremental increases in sales tax rebates and real and personal property ad valorem tax revenues generated within the TIF District, as described in the TIF Plan, and will never be a general obligation of the City, and will not be secured by the full faith, credit, and taxing power of the City, and will not create any other pecuniary liability on the part of the City other than the pledge of the incremental increases in the ad valorem taxes and sales tax rebates set forth above. If deemed necessary and appropriate, the City may require additional security from the developers of the Project.

Completion of the infrastructure improvements and payment of the Bonds issued pursuant to the TIF Plan will be paid as hereinafter set forth and will not require an increase in any kind or type of taxes within the City. Copies of the TIF Plan and the Redevelopment Plan are available for examination in the office of the City Clerk in Jackson, Mississippi.

The City may exercise its authority under Chapter 45 of Title 21, Mississippi Code of 1972, as amended (the "Act"), as authorized by Sections 21-45-1, et seq., Mississippi Code of 1972, as amended.

This hearing is being called and conducted, and the TIF Plan has been prepared as authorized and required by the Act.

Witness my signature and seal, this 09th day of May, 2018.

JUSTI MOORE, City Clerk

5/10/2018, 5/17/2018

Minnie Garrett  
of THE MISSISSIPPI LINK, a weekly newspaper in Sections 13-5-11 and 13-5-12 of the Mississippi Code of 1972, sworn, states that the notice, a true copy of which is hereto set of said newspaper as follows:

Publication
& Associates LLC of Public Hearing Tax Increment Financing Plan: Fondren Hospitality Project City of Jackson
day 05/10/2018
day 05/17/2018
0

*Lee Mayes*  
before me this 17 day of July 16 2020

Vice President Lee moved adoption; Council Member Lindsay seconded.

President Foote recognized Brad Davis, Watkins & Eager who provided a brief overview of said item.

Thereafter, President Foote, called for a vote of said item.

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

Nays – None.

Absent – None.

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**ORDER CONFIRMING THE MAYOR’S APPOINTMENT OF CHLOE DOTSON AS DIRECTOR OF THE DEPARTMENT OF PLANNING AND DEVELOPMENT FOR THE CITY OF JACKSON, MISSISSIPPI.**

WHEREAS, on August 30, 2022, the Mayor appointed Chloe Dotson as Interim Director of the Department of Planning and Development for the City of Jackson, Mississippi; and

**WHEREAS**, pursuant to Miss. Code Ann. § 21-15-41, Mississippi Code of 1972, as amended, the interim term of Chloe Dotson as Planning and Development Director will expire November 28, 2022, upon expiration she can no longer serve in an interim capacity; and

**WHEREAS**, the appointment came before the City Council for confirmation as required by Section 21-8-23(2), Mississippi Code of 1972, as amended; and

**WHEREAS**, the City Council has considered the appointment, and a majority of the Council present and voting has determined that the appointment should be confirmed.

**IT IS, THEREFORE, ORDERED** by the City Council of the City of Jackson, Mississippi, that the appointment of Chloe Dotson as Director of the Department of Planning and Development for the City of Jackson, Mississippi, is hereby confirmed.

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

Yeas – Banks, Foote, Grizzell, Hartley, Lee, Lindsay and Stokes.  
Nays – None.  
Absent – None.

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There came on for consideration Agenda Item No. 9:

**ORDER CONFIRMING THE MAYOR’S NOMINATION OF LT. COLONEL LUCIUS WRIGHT TO THE JACKSON MUNICIPAL AIRPORT AUTHORITY BOARD.** Said item was pulled by the Administration.

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**ORDER CONFIRMING THE MAYOR’S NOMINATION OF SHARON F. BRIDGES TO THE JACKSON MUNICIPAL AIRPORT AUTHORITY BOARD.**

**WHEREAS**, the Jackson Municipal Airport Authority Board consists of five (5) members nominated by the Mayor for a term of five (5) years; and

**WHEREAS**, the term of Robert E. Martin was scheduled to expire October 23, 2023, however the Mayor accepted his resignation effective November 22, 2022; and

**WHEREAS**, Sharon F. Bridges, resident of Ward 2, after evaluation of her qualifications, has been nominated by the Mayor to fill said vacancy.

**IT IS, THEREFORE, ORDERED** that the Mayor’s nomination of Sharon F. Bridges to the Jackson Municipal Airport Authority Board be confirmed with said term to expire October 23, 2023.

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

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**President Foote** recognized **Louis Wright, CAO**, who provided a brief overview of said item.

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**President Foote** recognized **Sharon Bridges**, who gave her personal statement and answered questions posed to her by Council Members.

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After a thorough discussion, **President Foote**, called for a vote on said item:

Yeas – Banks, Foote, Grizzell, Hartley, Lee, Lindsay and Stokes.  
Nays – None.  
Absent – None.

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**ORDER AUTHORIZING THE MAYOR TO EXTEND THE CONTRACT WITH ICE MILLER STRATEGIES, LLC TO PROVIDE LOBBYING SERVICES TO THE CITY OF JACKSON FROM OCTOBER 14, 2022 TO DECEMBER 31, 2022.**

**WHEREAS**, Ice Miller Strategies, LLC an Indiana chartered limited liability corporation with an office in Washington D.C.; and

**WHEREAS**, the City solicited the professional services of a lobbyist to represent its interest before various governmental agencies, quasi-governmental agencies and/or entities, including but not limited the United States Congress and the federal executive branch; and

**WHEREAS**, Ice Miller Strategies is a full-service public affairs firm that provides its clients with public affairs, legislative and regulatory advocacy, and strategic consulting; and

**WHEREAS**, the City's governing authorities authorized an Agreement between Ice Miller Strategies, LLC and the City, for Jarrod Loadholt to serve as lobbyist for the City for federal purposes; and

**WHEREAS**, the compensation contained with the contract set forth a compensation of \$67,500.00 inclusive of expenses save for extraordinary expenses which must be approved by the City in writing; and

**WHEREAS**, the best interest of the City of Jackson would be served by authorizing the Mayor of the City of Jackson to extend the contract with Ice Miller Strategies, LLC to provide federal lobbying services to the City until December 31, 2022.

**IT IS, THEREFORE, ORDERED** that the Mayor shall be authorized to execute an agreement with Ice Miller Strategies, LLC to provide federal lobbying services to the City of Jackson between October 14, 2022 and December 31, 2022.

**IT IS FURTHER ORDERED** that a sum not to exceed \$14,100.00 may be paid to Ice Miller Strategies, LLC which shall include all fees and expenses associated with the services with the exception of extraordinary expenses that must be authorized and approved by the City in writing.

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

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

Nays – Stokes.

Absent – None.

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**ORDER AUTHORIZING THE MAYOR TO IMPLEMENT AN 8 WEEK PAID PARENTAL LEAVE POLICY FOR ELIGIBLE EMPLOYEES BEGINNING JANUARY 1, 2023.**

**WHEREAS**, Section 25-11-103(i) of the Mississippi Code states that the power of the governing authority of a municipality to adopt 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 City of Jackson is committed to providing competitive benefits that are flexible and when possible, responsive to the needs of our employees; and

**WHEREAS**, providing these types of benefits enables the City of Jackson to continue to attract and retain a qualified, engaged, and diverse workforce; and

**WHEREAS**, the City of Jackson recognizes the need to support employees as they balance their career and family life; and



**WHEREAS**, the purpose of paid paternal leave is to enable employees to care for and bond with a newborn, a newly adopted child or foster placement; and

**WHEREAS**, the City of Jackson will provide up to 8 weeks of paid parental leave to employees following the birth of an employee's child or the placement of a child with an employee in connection with adoption or foster care; and

**WHEREAS**, employees must meet one of the following criteria:

- Have given birth to a child
- Be a spouse
- Biological parent
- Parents regardless of gender or same sex couples
- Be a spouse of the biological parent of the child; or
- Have adopted a child or been placed with a foster child (in either case, the child must be age 17 or younger). The adoption of a new spouse's child is excluded from this policy

**WHEREAS**, eligible employees must meet the following criteria:

- Have been employed with the City of Jackson for at least 12 months
- Have worked at least 1,250 hours during the 12 consecutive months immediately preceding the date the leave would begin
- Be a full or part-time, regular employee (temporary employees and interns are not eligible for this benefit)
- Have adopted a child or been placed with a foster child (in either case, the child must be age 17 or younger). The adoption of a new spouse's child is excluded from this policy

**WHEREAS**, the paid parental leave policy will run concurrently with Family and Medical Leave Act (FMLA) leave, as applicable; and

**WHEREAS**, eligible employees will receive a maximum of 8 weeks of paid parental leave per birth, adoption, or placement of a child/children. Multiple birth, adoption, or placement occurs (e.g., the birth of twins, adoption of siblings, or multiple children) does not increase the 8-week total amount of paid parental leave granted for that event; and

**WHEREAS**, each employee will be entitled to a 4-week paid parental leave period, if both parents are employed with the City of Jackson; and

**WHEREAS**, employees will not receive more than 8 weeks of paid parental leave in a 12-month period, regardless of the number of births, adoptions, or foster care placements; and

**WHEREAS**, paid parental leave will be compensated at 100 percent of the employee's regular, straight-time pay; and

**WHEREAS**, eligible employees will be required to exhaust the paid parental leave benefit first followed by any accrued personal and sick leave benefits as part of the 12 -week Family Medical Leave Act benefits; and

**WHEREAS**, approved paid parental leave must be taken immediately following the birth, adoption, or foster care placement of a child with the employee; and

**WHEREAS**, employees must take paid parental leave in one continuous period of leave and must use all paid parental leave during the 8-week period; and

**WHEREAS**, an employee who returns to work prior to the expiration of eight (8) weeks of paid parental leave will not be allowed to take additional paid parental leave during the year and will forfeit the remaining unused leave; and

**WHEREAS**, upon termination of the employee's employment with the City of Jackson, the employee will not be paid for any unused paid parental leave for which he or she was eligible; and

**WHEREAS**, the City of Jackson will maintain all benefits for employees during the paid parental leave period just as if they were taking any other paid leave such as paid personal leave or paid sick leave; and

**WHEREAS**, if a holiday occurs while the employee is on paid parental leave, such day will be charged to holiday pay; however, such holiday pay will not extend the total paid parental leave entitlement; and

**WHEREAS**, the employee will provide the human resource department with notice of the request for leave at least 15 days prior to the proposed date of the leave (or if the leave was not foreseeable, as soon as possible); and

**WHEREAS**, the employee must complete and request paid personal leave on forms designated by the City of Jackson and provide any requested documentation in order to receive the benefit; and

**WHEREAS**, paid personal leave benefits will be afforded employees without regard to race, color, creed, national origin, sex, disability, or sexual orientation; and

**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 parental leave shall be provided to municipal personnel and is not intended to negate regulations and provisions applicable to the Family and Medical Leave Act (FMLA).

**IT IS, THEREFORE, ORDERED** that this order concerning the paid parental leave in the City of Jackson shall become effective January 1, 2023.

**IT IS, THEREFORE, ORDERED** that the provisions of this order concerning paid parental 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.

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

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**President Foote** recognized **Terry Williamson, Legal Counsel**, who provided a brief overview of said item and recommended an amendment as provided by City Legal.

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**President Foote** recognized **Council Member Banks** who moved; seconded by **Council Member Lindsay**, to substitute said order as recommended by City Legal. The motion prevailed by the following votes:

- Yeas – Banks, Foote, Grizzell, Hartley, Lee, Lindsay, and Stokes.
- Nays – None.
- Absent – None.

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

**ORDER AUTHORIZING THE MAYOR TO IMPLEMENT AN 8 WEEK PAID PARENTAL LEAVE POLICY FOR ELIGIBLE EMPLOYEES BEGINNING JANUARY 1, 2023**

**WHEREAS**, Section 25-11-103(i) of the Mississippi Code states that the power of the governing authority of a municipality to adopt 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 City of Jackson is committed to providing competitive benefits that are flexible and when possible, responsive to the needs of our employees; and

**WHEREAS**, providing these types of benefits enables the City of Jackson to continue to attract and retain a qualified, engaged, and diverse workforce; and

**WHEREAS**, the City of Jackson recognizes the need to support employees as they balance their career and family life; and

**WHEREAS**, the purpose of paid paternal leave is to enable employees to care for and bond with a newborn, a newly adopted child or foster placement; and

**WHEREAS**, the City of Jackson will provide up to 8 weeks of paid parental leave to employees following the birth of an employee's child or the placement of a child with an employee in connection with adoption or foster care; and

**WHEREAS**, employees must meet one of the following criteria:

- Have given birth to a child
- Be a spouse
- Biological parent
- Parents regardless of gender or same sex couples
- Be a spouse of the biological parent of the child; or
- Have adopted a child or been placed with a foster child (in either case, the child must be age 17 or younger). The adoption of a new spouse's child is excluded from this policy

**WHEREAS**, eligible employees must meet the following criteria:

- Have been employed with the City of Jackson for at least 12 months
- Have worked at least 1,250 hours during the 12 consecutive months immediately preceding the date the leave would begin
- Be a full or part-time, regular employee (temporary employees and interns are not eligible for this benefit)
- Have adopted a child or been placed with a foster child (in either case, the child must be age 17 or younger). The adoption of a new spouse's child is excluded from this policy
- Proof of placement in foster care at the eligible employee's residence by a child protection services agency or a court of competent jurisdiction
- Proof of placement is the same length of requested parental leave time or longer
- All proof shall be submitted with the request for parental leave or within seven (7) days of receipt from child protection services agency or a court of competent jurisdiction

**WHEREAS**, the paid parental leave policy will run concurrently with Family and Medical Leave Act (FMLA) leave, as applicable; and

**WHEREAS**, eligible employees will receive a maximum of 8 weeks of paid parental leave per birth, adoption, or placement of a child/children. Multiple birth, adoption, or placement occurs (e.g., the birth of twins, adoption of siblings, or multiple children) does not increase the 8-week total amount of paid parental leave granted for that event; and

**WHEREAS**, each employee will be entitled to a 4-week paid parental leave period, if both parents are employed with the City of Jackson; and

**WHEREAS**, employees will not receive more than 8 weeks of paid parental leave in a 12-month period, regardless of the number of births, adoptions, or foster care placements; and

**WHEREAS**, paid parental leave will be compensated at 100 percent of the employee's regular, straight-time pay; and

**WHEREAS**, eligible employees will be required to exhaust the paid parental leave benefit first followed by any accrued personal and sick leave benefits as part of the 12 -week Family Medical Leave Act benefits; and

**WHEREAS**, approved paid parental leave must be taken immediately following the birth, adoption, or foster care placement of a child with the employee; and

**WHEREAS**, employees must take paid parental leave in one continuous period of leave and must use all paid parental leave during the 8-week period; and

**WHEREAS**, an employee who returns to work prior to the expiration of eight (8) weeks of paid parental leave will not be allowed to take additional paid parental leave during the year and will forfeit the remaining unused leave; and

**WHEREAS**, upon termination of the employee's employment with the City of Jackson, the employee will not be paid for any unused paid parental leave for which he or she was eligible; and

**WHEREAS**, the City of Jackson will maintain all benefits for employees during the paid parental leave period just as if they were taking any other paid leave such as paid personal leave or paid sick leave; and

**WHEREAS**, if a holiday occurs while the employee is on paid parental leave, such day will be charged to holiday pay; however, such holiday pay will not extend the total paid parental leave entitlement; and

**WHEREAS**, the employee will provide the human resource department with notice of the request for leave at least 15 days prior to the proposed date of the leave (or if the leave was not foreseeable, as soon as possible); and

**WHEREAS**, the employee must complete and request paid personal leave on forms designated by the City of Jackson and provide any requested documentation in order to receive the benefit; and

**WHEREAS**, paid personal leave benefits will be afforded employees without regard to race, color, creed, national origin, sex, disability, or sexual orientation; and

**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 parental leave shall be provided to municipal personnel and is not intended to negate regulations and provisions applicable to the Family and Medical Leave Act (FMLA);

**IT IS, THEREFORE, ORDERED** that this order concerning the paid parental leave in the City of Jackson shall become effective January 1, 2023.

**IT IS, THEREFORE, ORDERED** that the provisions of this order concerning paid parental 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.

Yeas – Banks, Foote, Grizzell, Hartley, Lee, Lindsay and Stokes.  
Nays – None.  
Absent – None.

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**ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT BETWEEN THE JACKSON POLICE DEPARTMENT AND NEOGOV (POWER DMS DIGITAL MANAGEMENT SOFTWARE) FOR A SUBSCRIPTION TERM OF TWELVE (12) MONTHS.**

**WHEREAS** the City of Jackson Police Department uses its General Orders as the rules and regulations to govern its employees and conducts training on said General Orders; and

**WHEREAS**, NEOGOV provides Power DMS digital management software for policy and compliance management platforms that will allow the City of Jackson Police Department to create, edit, organize, and distribute content from a secure, cloud-base site and provide a training solution which will allow the City of Jackson Police Department to create, track and deliver training content online; and

**WHEREAS**, NEOGOV will provide this software to the Jackson Police Department for a subscription term of twelve (12) months for a sum not to exceed eighteen thousand five hundred twenty-six dollars and ninety-eight cents (\$18,526.98); and

**WHEREAS**, the City of Jackson Police Department may terminate NEOGOV account at any time, NEOGOV may at its discretion terminate the City of Jackson Police Department account at any time, for any reason at any time without notice; and

**WHEREAS**, NEOGOV will not be liable if for any reason all or any part of the services are unavailable at any time or for any period of time; and

**WHEREAS**, the City of Jackson Police Department has budgeted for the cost of these services in its General Fund Account #001.442.20.6231.

**IT IS HEREBY ORDERED** that the City of Jackson is authorized to enter into an agreement and pay NEOGOV a sum not to exceed eighteen thousand five hundred twenty-six dollars and ninety-eight cents (\$18,526.98) for a twelve-month subscription.

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

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**President Foote** recognized **Michael Outland, JPD Commander**, who provided a brief overview of said item.

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After a thorough discussion, **President Foote**, called for a vote on said item:

Yeas – Banks, Foote, Grizzell, Hartley, Lee, Lindsay and Stokes.  
Nays – None.  
Absent – None.

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**ORDER AUTHORIZING THE MAYOR TO APPROVE THE JACKSON FIRE DEPARTMENT TO ENTER INTO AN AGREEMENT WITH 501CTHREE TO PARTICIPATE IN THE WATER BOX PROGRAM AT FIRE STATION 23.**

**WHEREAS**, previous approval was granted to the Fire Department to participant in the water box program for Fire Station 1 and Fire Station 20 on September 13, 2022 during the Regular City Council meeting; and

**WHEREAS**, the Fire Department is asking for approval for an additional water box to be placed at Fire Station 23; and

**WHEREAS**, the Water Box Program operates under the organization named 501CTHREE, a California public benefit corporation; and

**WHEREAS**, the Water Box Program provides clean and safe potable water to people in communities where water from the tap is unsafe to drink; and

**WHEREAS**, the Water Box is designed to filter contaminants and pathogens from municipal water; and

**WHEREAS**, the Water Box system produces ten (10) gallons of clean potable water in fifteen (15) seconds; and

**WHEREAS**, 501CTHREE covers all the set-up cost to operate The Water Box system which includes delivery, installation of the filtration system, water test equipment, onsite training, reusable containers to hand out to the community, any maintenance parts such as filters, advertisement; and

**WHEREAS**, the participant agrees to serve as a test site and evaluate The Water Box over a period of one year in a manner prescribed by 501CTHREE; and

**WHEREAS**, for one-year 501 CTHREE will provide participant and associated support which covers the financial offset of city water expenses, the offset does not exceed 62,400 gallons per month, third-party testing of the water samples during the beginning and end of the program period, telephone and field support of system operation and maintenance; and

**WHEREAS**, 501CTHREE Statement of Work, see Exhibit A; and

**WHEREAS**, at the conclusion of the one-year demonstration period, 501CTHREE will arrange to have the unit picked up if the event participant does not exercise their option to extend the agreement for an additional three (3) year term; and

**WHEREAS**, this agreement may be terminated with a thirty (30) day prior written notice to the other party and mutual written consent of the parties.

**IT IS HEREBY ORDERED** that the Mayor be authorized to execute this Agreement with 501 CTHREE to participate in the Water Box Program.

**IT IS HEREBY ORDERED** that the Mayor be authorized to execute any documents necessary to effectuate participation in the Water Box Program.

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

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**President Foote** recognized **Sondra Moncure, Deputy City Attorney**, who provided a brief overview of said item.

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**President Foote** recognized **Elliot Holmes, Deputy Fire Chief**, who provided a brief overview of said item.

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After a thorough discussion, **President Foote**, called for a vote on said item:

Yeas – Banks, Foote, Grizzell, Hartley, Lee, Lindsay and Stokes.  
Nays – None.  
Absent – None.

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**Note: Council Member Lindsay left the meeting.**

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**ORDER AUTHORIZING THE TERMINATION OF THE PROFESSIONAL SERVICES AGREEMENT AND RELATED DOCUMENTS WITH CINTAS CORPORATION AND TO COMPENSATE CINTAS CORPORATION FOR SERVICES COMPLETED PRIOR TO RECEIPT OF NOTICE TO TERMINATE SAID AGREEMENT.**

**WHEREAS**, on February 17, 2021, the Jackson City Council authorized the Mayor to execute an agreement with Cintas Corporation for facilities services and supplies to the City of Jackson, Mississippi for the Department of Human and Cultural Services' Early Childhood Development facilities; and

**WHEREAS**, on September 15, 2022, the Jackson City Council voted to defund the Early Childhood Program in the Department of Human and Cultural Services; and

**WHEREAS**, Paragraph 6 of the Facilities Services Rental Agreement provides, "The initial term of this agreement shall be as set forth on the front of this agreement and shall automatically renew for the same period of time unless the company is notified, to the contrary, in writing, no more than 180 days, but no less than 90 days in advance of the expiration of the current term; and

**WHEREAS**, Cintas Corporation may be entitled to compensation for services performed prior to receiving notice to terminate the Facilities Services Rental Agreement; and

**WHEREAS**, the Department of Human and Cultural Services recommends the Facilities Services Rental Agreement for termination and authorizes payment to Cintas Corporation for services completed prior to its receipt of the notice of termination.

**IT IS, THEREFORE, ORDERED** that the Director of the Department of Human and Cultural Services is authorized to terminate the Facilities Services Rental Agreement with Cintas Corporation and compensate Cintas Corporation for any professional services completed according to the Professional Services Agreement before the notice of intent to terminate said agreement.

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

Yeas – Banks, Foote, Grizzell, Hartley, Lee, and Stokes.  
Nays – None.  
Absent – Lindsay.

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**Note: Council Member Lindsay returned to the meeting.**

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**ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT AND RELATED DOCUMENTS WITH COOKE DOUGLASS FARR LEMONS ARCHITECTS + ENGINEERS PA ("CDFL") TO COMPLETE ARCHITECTURAL DESIGN SERVICES FOR RENOVATION WORK AT THALIA MARA HALL FOR THE CITY OF JACKSON, MISSISSIPPI.**

**WHEREAS**, the Department of Human and Cultural Services seeks architectural design services from CDFL to renovate and upgrade Thalia Mara Hall in advance of the USA International Ballet Competition; and

**WHEREAS**, the State of Mississippi 2022 Legislature allocated \$2,000,000.00 (two million dollars) to renovate and upgrade Thalia Mara Hall; and

**WHEREAS**, the Friends of Thalia Mara Hall and Community Foundation for Mississippi contracted with CDFL and covered the expenses for the design development phase of this construction project in an effort to expedite the overall process; and

**WHEREAS**, the Friends of Thalia Mara Hall and Community Foundation of Mississippi desire to assign their agreement with CDFL to the City of Jackson; and

**WHEREAS**, the Department of Human and Cultural Services recommends that the Jackson City Council accept the designs submitted by the Friends of Thalia Mara Hall and the Community Foundation of Mississippi; and

**WHEREAS**, the Department of Human and Cultural Services further recommends that the Jackson City Council authorizes the Mayor to enter into a separate agreement with CDFL for the completion of the construction documents for renovations to Thalia Mara Hall, procurement services, and contract administration between the City of Jackson and the contractor during the construction phase; and

**WHEREAS**, CDFL will use their knowledge and expertise in design and within Thalia Mara Hall to historically create effective upgrades and improvements to the facility that are much needed to elevate the patron experience; and

**WHEREAS**, the City agrees to compensate CDFL for the services provided under this agreement at a fee not to exceed \$90,000.00, \$70,000 for the construction documents and \$20,000 for construction period services; and **WHEREAS**, the City and CDFL agree the renovations will be substantially completed and ready for occupancy by the International Ballet Competition on or before May 31, 2023 and the substantial completion date will be May 31, 2024.

**IT IS, THEREFORE, ORDERED** that the City of Jackson accepts the assignment of the contract between CDFL and Friends of Thalia Mara Hall and the Community Foundation of Mississippi.

**IT IS FURTHER ORDERED** that the Mayor is authorized to execute an agreement with CDFL to provide construction documents for renovations to Thalia Mara Hall, procurement services, and contract administration between the City of Jackson and the contractor during the construction phase of this project and payment is authorized in an amount not to exceed \$90,000.00, which shall be paid as services are rendered.

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

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**President Foote** recognized **David Lewis, Deputy Director of Human and Cultural Services**, who provided a brief overview of said item.

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After a thorough discussion, **President Foote**, called for a vote on said item:

Yeas – Banks, Foote, Grizzell, Hartley, Lee, Lindsay and Stokes.  
Nays – None.  
Absent – None.

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**ORDER AUTHORIZING THE CONTRIBUTION OF MATCHING FUNDS TO THE GREATER JACKSON ARTS COUNCIL FOR THE PURPOSE OF SUPPORTING THE DEVELOPMENT, PROMOTION, AND COORDINATION OF THE ARTS AND AUTHORIZING THE MAYOR TO EXECUTE A MEMORANDUM OF UNDERSTANDING WITH THE NON-PROFIT CORPORATION.**

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



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**WHEREAS**, Section 21-19-65 of the Mississippi Code of 1972, as amended, authorizes municipal governing authorities to expend monies from the municipal general fund to match other funds for the purpose of supporting social and community service programs; and

**WHEREAS**, consistent with the provisions of Sections 39-15-1 and 21-19-65 of the Mississippi Code of 1972, as amended, the governing authorities for the City of Jackson allocated monies in its budget for the 2022-2023 fiscal year to be expended for the development, promotion, and coordination of the arts in the municipality and the support of social and community services program; and

**WHEREAS**, the Greater Jackson Arts Council, a nonprofit corporation with its principal office at 201 East Pascagoula, Suite 103, Jackson, Mississippi 39201, has provided to the City a budget in the amount of \$1,106,800.00 for the fiscal year 2023; and

**WHEREAS**, the Greater Jackson Arts Council has requested that the City of Jackson contribute \$105,000.00 to support its efforts to provide arts advocacy for established art organizations, as well as provide programming to under-served communities and special initiatives that deal with social issues, including but not limited to, healthcare, child development, homelessness, and arts programming for senior citizens; and

**WHEREAS**, the funds will be used to provide services to Jackson Public School scholars, scholars in Hinds County, Mississippi, neighborhood associations, artist organizations, and emerging artists; and

**WHEREAS**, the City of Jackson will reimburse the agency based upon its expenditures and upon receipt of documentation establishing its expenditures during the period October 1, 2022, through September 30, 2023, and the availability of matching funds; and

**WHEREAS**, the Department of Human and Cultural Services recommends that the Jackson City Council authorize the Mayor to execute a Memorandum of Understanding with the Greater Jackson Arts Council containing the following substantive provisions:

1. The Agency shall provide arts advocacy for established art organizations, as well as provide programming to under-served communities and special initiatives that deal with social issues, including but not limited to, healthcare, child development, homelessness, and arts programming for senior citizens.
2. The Agency shall provide to the City reports on its activities, expenditure, and the availability of matching funds and as a condition precedent to receiving the funds allocated.
3. The Agency agrees to match funds contributed by the City with dollars from other funding sources consistent with the requirements of Section 39-15-1 and Section 21-19-65 of the Mississippi Code of 1972, as amended.
4. The City shall pay One Hundred Five Thousand Dollars (\$105,000.00), to the Agency, on a reimbursement and matching funds basis, for performance of the services set forth and specified herein. Reimbursement requests shall be submitted on a quarterly basis and payment by the City shall be made within forty-five (45) days after receiving from the Agency written documentation evidencing amounts expended, income received, the availability of matching funds, and a report of its activities during the quarter. Final requests for reimbursement must be made by the Agency no later than September 5, 2023, as the allocations are applicable only for the City's 2022 – 2023 fiscal year, i.e., ending September 30, 2023.
5. The parties agree that the Agency has provided to the City a budget for its 2022 – 2023 fiscal year. Revisions in the Agency's budget line items shall require prior written approval of the City's Director of the Department of Human and Cultural Services.
6. This MOU shall commence upon execution and end on September 30, 2023.

7. The Agency shall maintain all financial and programmatic records, documents and other evidence related to the expenditure of funds for a minimum of three (3) years. Records that must be maintained include, but shall not be limited to, monthly bank statements showing all disbursement of the funds contributed by the City of Jackson, related invoices, and expense records. The form of such records and reports shall conform to generally accepted accounting practices, and shall sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this MOU shall be utilized.
8. The City or its authorized representatives shall have the right, at any reasonable time, to examine the books and records of the Agency pertaining to funds related to this MOU. Further, the Agency shall allow the City at any time, and from time to time, during reasonable business hours, to audit the books of the Agency and secure such other records and documents as may be necessary and appropriate under the rules and regulations of the City.
9. The Agency must maintain a written inventory of any and all property purchased or leased with the City's funds. Title to any and all property purchased by the Agency, including equitable title or residual interest to leased or rental property, the cost of which is reimbursed by the City, shall at the time of reimbursement pass to and vest in the City. The Agency shall relinquish to the City any and all such property upon termination or expiration of this MOU or upon thirty (30) days' notice from the City.
10. The Agency will not discriminate on the basis of race, color, age, sex, religion, national origin, or handicap.
11. The parties agree that the City's contributions under this agreement is subject to the continued availability of funding and in contingent upon the City receiving sufficient revenues during the budget year to provide the monies allocated.
12. In the event the Agency fails to comply with any provision of this MOU, the City may terminate the MOU upon giving thirty (30) days written notice to the Agency.
13. The City may, without cause, terminate the MOU upon giving thirty (30) days written notice to the Agency.
14. The Agency agrees to indemnify and save harmless the City, its officers, and employees from any act of or omission of the Agency, its employees, agency or servants, that results in the bodily injury, property damage, death of any party, or any other claims for damages growing out of the performance of this MOU.
15. The parties agree that the provisions of this MOU shall be construed according to the laws of the State of Mississippi.
16. The parties agree that the provisions of this MOU constitute their entire agreement and no prior oral or written representations shall be effective and operate to amend, alter, or vary the terms of this MOU.
17. The parties agree that this MOU may not be modified except upon written consent and agreement of the parties.
18. The parties agree that any and all remedies available at law and or in equity may be asserted by the City in the event of default or breach and shall not be waived.

**WHEREAS**, it is in the best interest of the City of Jackson to support the agency's efforts and award the funds sought.

**IT IS HEREBY ORDERED** that funds in the amount of \$105,000.00 shall be awarded to the Greater Jackson Arts Council, and issued based on the Greater Jackson Arts Council's ability to demonstrate the availability of matching funds.

**IT IS FURTHER HEREBY ORDERED** that the Mayor is authorized to execute a Memorandum of Understanding with the Greater Jackson Arts Council for the award of matching funds, as well as any and all documents related thereto for the development, promotion, and coordination of the arts in the municipality and the support of social and community services program.

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

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

Nays – None.

Abstention – Hartley and Stokes.

Absent – None.

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**ORDER ACCEPTING THE DONATION OF FUNDS IN THE AMOUNT OF NINE THOUSAND DOLLARS (\$9,000.00) FROM THE STEVEN JAMES FOUNDATION INC., FOR THE SPECIFIC PURPOSE OF PROVIDING A FIRE WORK EXHIBITION NEAR 105 EAST PASCAGOULA STREET ON SATURDAY, DECEMBER 31, 2022 FOR A NEW YEAR’S EVE CELEBRATION.**

**WHEREAS**, in Opinion Number 2010-00022 addressed to Jason Herring, the Mississippi Attorney General stated that municipal governing authorities have the authority to accept the donation of funds for specifically designated purposes; and

**WHEREAS**, the Steven James Foundation Inc., has indicated that it is willing to donate to the City of Jackson monies in the amount of Nine Thousand Dollars (\$9,000.00) to be used for the specific purpose of providing a Fire Work Exhibition for New Year’s Eve; and

**WHEREAS**, the Steven James Foundation Inc., is a non-profit corporation in good standing according to information appearing in the online data base of the Mississippi Secretary of State; and

**WHEREAS**, the Steven James Foundation, Inc., was incorporated by Steven James of 521 Newbury Drive, Madison, Mississippi and has as its stated purpose administration of human resource programs except education, public health, and veteran affairs; and

**WHEREAS**, the best interest of the City of Jackson would be served by accepting the donation from the Steven James Foundation Inc.; and

**IT IS, THEREFORE, ORDERED** that the donation of monies in the amount of Nine-Thousand Dollars (\$9,000.00) from Steven James Foundation Inc., shall be accepted.

**IT IS, THEREFORE, ORDERED** that the monies donated from Steven James Foundation Inc., shall be used for the specific purpose of providing a fireworks exhibition for the New Year’s Eve celebration on Saturday, December 31, 2022 near 105 East Pascagoula Street.

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

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

Nays – None.

Absent – None.

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**Note: Council Member Banks** left the meeting.

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**ORDER AUTHORIZING THE MAYOR TO EXECUTE CONTRACT BETWEEN THE CITY OF JACKSON AND STEWPOT COMMUNITY, INC. FOR THE USE OF 2021 EMERGENCY SOLUTIONS GRANT (ESG) PROGRAM FUNDS IN THE JACKSON METROPOLITAN STATISTICAL AREA(MSA) FOR A TOTAL OF \$147,675.00 FROM THE DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD) FOR ELIGIBLE ACTIVITIES RELATED TO RAPID RE-HOUSING, HOMELESSNESS PREVENTION, STREET OUTREACH, AND EMERGENCY SHELTER.**

**WHEREAS**, the City of Jackson receives federal funds, on an annual basis, from the U.S. Department of Housing and Urban Development for several federal programs to benefit principally low and moderate-income individuals and families for the purposes of providing a suitable living environment, decent housing, and expanded economic opportunities; and

**WHEREAS**, on May 13, 2021 HUD notified the City of Jackson of its 2021 allocations for the Office of Community Planning and Development's (CPD) formula programs, which provide funding for housing, community and economic development activities, and assistance for low-and moderate-income persons and special needs populations across the country; and

**WHEREAS**, by Order entered on August 3, 2021, recorded in Minute Book 6T, Pages 378-379, the governing authorities authorized the Mayor to submit to the U.S. Department Of Housing and Urban Development The City Of Jackson's 2021 One-Year Annual Action Plan Of the 2020-2024 Consolidated Plan in the amount of \$4,282,141.00; and

**WHEREAS**, on June 23, 2021, June 24, 2021, June 30, 2021, and July 1, 2021, the Office of Housing and Community Development advertised in five (5) local newspapers a Request For Proposal (RFP) notifying interested Applicants of funds available from the U.S. Department of Housing and Urban Development (HUD) for the following grants: Community Development Block Grant (CDBG), Emergency Solutions Grant (ESG), and Housing Opportunities for Persons With AIDS (HOPWA); and

**WHEREAS**, a total twenty (20) Community Development Block Grant (CDBG) proposals were submitted, three (3) Emergency Solutions Grant (ESG) proposals, and one (1) Housing Opportunities for Persons With AIDS (HOPWA) proposal were submitted electronically by the deadline of 5:00 p.m. on August 13, 2021; and

**WHEREAS**, based on HUD's Regulations 576.100, ESG funds may be used for five program components: street outreach, emergency shelter, homelessness prevention, rapid re-housing assistance, and HMIS; as well as administrative activities; and

**WHEREAS**, the Office of Housing and Community Development recommends entering into a contract with Stewpot Community Services, Inc. to provide Rapid Re-Housing, Homelessness Prevention, Emergency Shelter, and Street Outreach services to eligible ESG residents in the City of Jackson; and

**WHEREAS**, the contracts shall be effective October 15, 2022 – October 31, 2023 and shall authorize the expenditure of \$147,675.00 from ESG funds.

**IT IS, THEREFORE, ORDERED** that the Mayor be authorized to execute contracts with Stewpot Community Services, Inc. to provide Rapid Re-Housing, Homelessness Prevention, Emergency Shelter, and Street Outreach services to eligible ESG residents in the City of Jackson, and to execute all other required forms and contractual documents related to this award.

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

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**President Foote** recognized **Linda Caldwell, Office of Housing Manager**, who provided a brief overview of said item.

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After a thorough discussion, **President Foote**, called for a vote on said item:

Yeas – Foote, Grizzell, Hartley, Lee, Lindsay, and Stokes.  
Nays – None.  
Absent – Banks.

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**ORDER AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT AND RELATED DOCUMENTS WITH STEWPOT COMMUNITY SERVICES, INC. TO USE CARES ACT FUNDS RECEIVED FROM THE DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT TO PREPARE, PREVENT, AND RESPOND TO THE CORONAVIRUS FOR EMERGENCY SOLUTIONS GRANT (ESG) IN THE CITY OF JACKSON IN THE AMOUNT OF \$3,487.28 FOR RAPID RE-HOUSING.**

**WHEREAS**, the Coronavirus Aid Relief, and Economic Security Act ("CARES Act") (Public Law 116-136) was enacted on March 27, 2020 in response to the Coronavirus (COVID-19) Pandemic; and

**WHEREAS**, the Waivers and Alternative Requirements for the Emergency Solutions Grant (ESG) Program under the CARES ACT provides various flexibilities and authority for HUD to issue waivers and alternative requirements to make it easier for ESG grantees to use ESG-CV grant funds and annual ESG grant funds for coronavirus response; and

**WHEREAS**, HUD allocated supplemental funding to the City of Jackson to be used to prevent, prepare for, and respond to COVID-19; and

**WHEREAS**, on June 9, 2020 the Office of Housing and Community Development was notified of additional supplemental funding of one million four hundred forty-four thousand five hundred fifty-two dollars (\$1,444,552.00) in Emergency Solutions Grants ESG CARES Act Round 2 funding; and

**WHEREAS**, HUD has extended the ESG-CV expenditure deadline to September 30, 2023, per ESG-CV Requirements Summary: Notices CPD-22-06 and 21-08; and

**WHEREAS**, the Office of Housing and Community Development has determined that a balance of \$3,487.28 remains unexpended from funding allocated to be expended on activities related to preventing, preparing for, and responding to COVID-19; and

**WHEREAS**, either party may terminate this Contract at any time by giving written notice to the other party of such termination and specifying the effective date thereof at least 30 days before the effective date of such termination; and

**WHEREAS**, the Office of Housing and Community Development recommends that the Mayor be authorized to execute a contract and related documents with Stewpot Community Services, Inc. to expend \$3,487.28 of ESG CARES Act funds on Rapid Re-Housing of the Homeless population; and

**WHEREAS**, ESG funds shall be expended in strict accordance with SUBRECIPIENT's Exhibit "A" and hereinafter referred to as the "Scope of Services".

**IT IS, THEREFORE, ORDERED** that the Mayor is authorized to execute the contract and related documents with Stewpot Community Services, Inc. to expend ESG CARES Act funds in an amount not to exceed \$3,487.28 for Emergency Shelter activities to prepare, prevent and respond to the Coronavirus in the City of Jackson beginning October 15, 2022 and ending September 30, 2023.

Exhibit "A"

INSTRUCTIONS  
EMERGENCY SOLUTIONS GRANT (ESG)  
"SCOPE OF SERVICES"



Purpose – to describe the objectives for each activity and the specific tasks that need to be accomplished to achieve those objectives

PROJECT DESCRIPTION

Describe the activity to be undertaken including what services are to be performed, where they are to be provided, for whom they are to be provided and how many citizens will benefit from the proposed project/service.

OUTREACH PLAN

Describe and outline how your agency will reach clients, identify clients, collaborate with the local CoC to accept referrals, and who is your target population.

PERFORMANCE STANDARDS

List measurable objectives, how you will implement, and the number of clients you anticipate

SPENDING SCHEDULE/PRODUCTION GOALS

Indicate the estimated amount of ESG funds to be expended per month. The total must be equivalent to the awarded amount. (Do not divide the total allocation by twelve months.)

Estimate the total number of persons who will benefit from the project. (The month of October should include all persons that participated in the program. The remaining months should consist of unduplicated numbers. (When all twelve months are added together, the total should be an unduplicated number for the fiscal year.)

From the previous column, estimate the number of low/mod percent per month.

BUDGET

Identify and explain the sources and amounts of all non-ESG funds to be used.

COST SUMMARY SUPPORT

Indicate all other funds that are committed to each line item as shown on the Budget. The total of the ESG amount and Other Funds amount should be placed in the Total column. These amounts should concur with the amounts on the Budget.

The Description for each ESG line item must adequately describe what the line item includes, i.e. the SUPPLIES line item can consist of office supplies, program supplies and cleaning supplies.

Council Member Lindsay moved adoption; Council Member Stokes seconded.

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

Nays – None.

Absent – Banks.

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**ORDER AMENDING THE DECEMBER 7, 2021 ORDER WHICH AUTHORIZED THE MAYOR TO EXECUTE A CONTRACT AND RELATED DOCUMENTS WITH STEWPOT COMMUNITY SERVICES, INC. TO USE CARES ACT FUNDS RECEIVED FROM THE DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD) UNDER THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG-CV) TO PREPARE, PREVENT, AND RESPOND TO THE CORONAVIRUS IN THE CITY OF JACKSON AND AUTHORIZING THE MAYOR TO EXECUTE THE AMENDMENT AND RELATED DOCUMENTS EXTENDING THE CONTRACT TERM TO DECEMBER 31, 2023.**

WHEREAS, by Order entered on December 7, 2021, recorded in Minute Book 6U, Pages 234-235, the City Council authorized the Mayor to execute the contract and related documents with Stewpot Community Services, Inc., to expend funds under the Community Development Block Grant (CDBG-CV) to prepare, prevent, and respond to COVID-19 in the City of Jackson; and

WHEREAS, pursuant to the contract, Stewpot Community Services, Inc. agreed to assist the City by utilizing such funds to provide Temporary Emergency Shelter to citizens in the City

of Jackson who are homeless at a program cost not to exceed \$336,000.00 for a term beginning December 1, 2021 and ending November 30, 2022; and

**WHEREAS**, during the term of the contract, Stewpot Community Services, Inc. has expended \$254,981.41 to assist people without permanent housing by providing them temporary shelter, helping them locate stable housing, and providing other supportive services; and

**WHEREAS**, on November 30, 2021, the City received notification that it had been awarded supplemental CDBG-CV funds in the amount of \$2,568,508.00; and

**WHEREAS**, the Department of Planning and Development, through its Office of Housing and Community Development, recommends that the Mayor be authorized to execute an amended contract and related documents to:

- (1) Extend the contract term from December 1, 2022 to December 31, 2023,
- (2) Authorize Stewpot Community Services, Inc. to expend additional funding from the supplemental CDBG-CV funds in the amount of \$228,000.00, and
- (3) Authorize Stewpot Community Services, Inc. to expend the \$81,018.59 remaining from the December 7, 2021 contract; and

**IT IS, THEREFORE, ORDERED** that the Mayor is authorized to execute an amended contract and related documents with Stewpot Community Services, Inc. to expend CDBG-CV funds in amount not to exceed \$309,018.59 for reimbursable eligible expenses pursuant to the 2020 CDBG-CARES Act guidelines in the City of Jackson beginning December 1, 2022 and ending December 31, 2023.

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

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

Nays – None.

Absent – Banks.

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**ORDER ACCEPTING THE BID AND ADDITIVE ALTERNATE OF HEMPHILL CONSTRUCTION COMPANY, INC. FOR CONSTRUCTION OF THE O.B. CURTIS WATER TREATMENT PLANT CONVENTIONAL FILTER REHABILITATION PROJECT PHASE 1, DWIL250008-03, AND AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH SAID COMPANY.**

**WHEREAS**, the City of Jackson solicited sealed, competitive bids for the construction of the O.B. Curtis Water Treatment Plant Conventional Filter Rehabilitation Project Phase 1; and

**WHEREAS**, two bids were submitted to the Municipal Clerk on October 4, 2022; and

**WHEREAS**, the base bid of Hemphill Construction Company, Inc. in the amount of \$6,269,568.00 was the lowest base bid received; and

**WHEREAS**, Hemphill Construction Company, Inc., submitted a bid for the additive alternate in the amount of \$1,772,155.00; and

**WHEREAS**, the base bid and the additive alternate of Hemphill Construction Company, Inc. in the amount of \$8,041,723.00 was the lowest bid received for the combined base bid and additive alternate, and was within the Engineer's Construction Estimate of \$9,000,000.00; and

**WHEREAS**, the Public Works Department recommends that the governing authorities deem the base bid of Hemphill Construction Company, Inc. in the amount of \$6,269,568.00 and the additive alternate bid in the amount of \$1,772,155.00 for the O.B. Curtis Water Treatment Plant Conventional Filter Rehabilitation Project Phase 1 to be the lowest and best bid; and

**WHEREAS**, during the life of the project, it will be necessary for the Mayor to execute various no-cost documents as part of the administration and construction of the project.

**IT IS, THEREFORE, ORDERED** that the base bid of Hemphill Construction Company, Inc. for the construction of the O.B. Curtis Water Treatment Plant Conventional Filter Rehabilitation Project Phase 1, DWI L250008-03, in the amount of \$6,269,568.00 and the additive alternate bid in the amount of \$1,772,155.00 are accepted as the lowest and best bid.

**IT IS FURTHER ORDERED** that the Mayor is authorized to execute and the Municipal Clerk is authorized to attest a contract in the total amount of \$8,041,723.00 with Hemphill Construction Company, Inc. for the construction of the O.B. Curtis Water Treatment Plant Conventional Filter Rehabilitation Project Phase 1.

**IT IS FURTHER ORDERED** that the Mayor is authorized to execute any and all no-cost item documents necessary for the administration and construction of O.B. Curtis Water Treatment Plant Conventional Filter Rehabilitation Project Phase 1 and to submit the same to various oversight agencies as needed.

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

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**President Foote** recognized **Robert Lee, City Engineer**, who provided a brief overview of said item.

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**President Foote** recognized **Terry Williamson, Legal Counsel**, who provided a brief overview of said item.

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**President Foote** recognized **Fidelis Malembeka, Chief Financial Officer**, who provided a brief overview of said item.

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After a thorough discussion, **President Foote**, called for a vote on said item:

- Yeas – Banks, Foote, Grizzell, Hartley, Lee and Lindsay.
- Nays – Stokes.
- Absent – None.

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**ORDER AUTHORIZING A SINGLE SOURCE PROCUREMENT FROM GE DIGITAL, LLC FOR THE ANNUAL GLOBALCARE SUPPORT SOFTWARE MAINTENANCE TO THE PROFICY HMI/SCADA IFIX SOFTWARE SUITE FOR THE OPERATION OF THE CITY OF JACKSON WATER TREATMENT PLANTS AND WELLS.**

**WHEREAS**, the water treatment SCADA (supervisory control and data acquisition) system for the City of Jackson is essential for treating water at the O.B. Curtis (conventional process) and J.H. Fewell Water Treatment Plants; and

**WHEREAS**, GlobalCare Support provides necessary updates and support to ensure the stable and secure operation of the SCADA system's software, Proficy HMI/SCADA iFIX; and

**WHEREAS**, GE Digital, LLC is the sole support service provider in the United States for Proficy software products, and Gray Matter Systems is the sole authorized representative in the state of Mississippi; and

**WHEREAS**, the cost of the annual GlobalCare Support agreement totals \$21,481.84.

**IT IS, THEREFORE, ORDERED** that a single source procurement is authorized from GE Digital, LLC in the amount of \$21,481.84 for GlobalCare Support for the Proficy HMI/SCADA iFix software used at the water treatment plants.



Council Member Lindsay moved adoption; Vice President Lee seconded.

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President Foote recognized Robert Lee, City Engineer, who provided a brief overview of said item.

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After a thorough discussion, President Foote, called for a vote on said item:

- Yeas – Banks, Foote, Grizzell, Hartley, Lee and Lindsay.
- Nays – Stokes.
- Absent – None.

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**ORDER AUTHORIZING THE MAYOR TO EXECUTE A MEMORANDUM OF AGREEMENT WITH THE MISSISSIPPI TRANSPORTATION COMMISSION REGARDING THE CONSTRUCTION AND MAINTENANCE OF MUSEUM TRAIL BETWEEN LAUREL STREET AND RIVERSIDE DRIVE.**

WHEREAS, the Jackson Heart Foundation intends to construct a section of the Museum Trail between Laurel Street and Riverside Drive between Interstate 55 and the J.H. Fewell Water Treatment Plant; and

WHEREAS, the Mississippi Department of Transportation requires the City of Jackson as the governing authority to submit an executed Memorandum of Agreement governing the terms of constructing and maintaining those portions of the Museum Trail that will be built on Mississippi Department of Transportation right-of-way.

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute a Memorandum of Agreement with the Mississippi Transportation Commission concerning the construction and maintenance of the Museum Trail between Laurel Street and Riverside Drive.

Council Member Lindsay moved adoption; Vice President Lee seconded.

- Yeas – Banks, Foote, Grizzell, Hartley, Lee, Lindsay and Stokes.
- Nays – None.
- Absent – None.

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**ORDER AUTHORIZING THE MAYOR TO EXECUTE A 48-MONTH RENTAL AGREEMENT WITH ADVANTAGE BUSINESS SYSTEMS FOR A KONICA MINOLTA BIZHUB 227 DIGITAL COPIER TO BE USED BY THE MAINTENANCE SUPPLY WAREHOUSE FOR THE DEPARTMENT OF PUBLIC WORKS.**

WHEREAS, the Maintenance Supply Warehouse for the Department of Public Works desires to enter into a 48-month rental agreement for a multifunction copier machine; and

WHEREAS, Advantage Business Systems provides a Konica Minolta Bizhub 227 Digital Copier with auxiliary equipment through State of Mississippi Contract #8200062059 at a cost of \$103.85 per month, plus a copy overage charge of \$0.0079 per black and white copy over 1,500 per month, and including maintenance for all parts, except paper and staples; and

WHEREAS, Advantage Business Systems has an office located in the City of Jackson, Mississippi; and

WHEREAS, the Department of Public works recommends the approval of a contract with Advantage Business Systems for a Konica Minolta Bizhub 227 Digital Copier.

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute the necessary documents with Advantage Business Systems providing for a 48-month rental for a Konica Minolta Bizhub 227 Digital Copier with auxiliary equipment through State of Mississippi Contract

#8200062059 at a cost of \$103.85 per month, plus a copy overage charge of \$0.0079 per black and white copy over 1,500 per month, and including maintenance for all parts, except paper and staples.

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

Yeas – Banks, Foote, Grizzell, Hartley, Lee and Lindsay.  
Nays – None.  
Abstention – Stokes.  
Absent – None.

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**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.**

**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.

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

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**President Foote** recognized **Robert Lee, City Engineer**, who provided a brief overview of said item.

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After a thorough discussion, **President Foote**, called for a vote on said item:

Yeas – Banks, Foote, Grizzell, Hartley, Lee and Lindsay.  
Nays – Stokes.  
Absent – None.

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**ORDER AUTHORIZING PAYMENT OF \$3,890.62 TO WILLIE BRUCE ROSS AS FULL AND COMPLETE SETTLEMENT OF PROPERTY CLAIM.**

**IT IS HEREBY ORDERED** that payment in the amount of \$3,890.62 be made to Willie Bruce Ross as full and complete settlement for any and all claims for damages due to property damage that occurred on April 06, 2022.

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

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**President Foote** recognized **Carrie Johnson, Office of the City Attorney**, who provided a brief overview of said item.

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After a thorough discussion, **President Foote**, called for a vote on said item:

Yeas – Banks, Foote, Grizzell, Hartley, Lee, Lindsay, and Stokes.  
Nays – None.  
Absent – None.

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**President Foote** recognized **Vice President Lee** who moved, seconded by **Council Member Hartley** to add an item to the agenda on an emergency basis: Resolution of The City of Jackson, Mississippi, Consenting to Hinds County, Mississippi Constructing Improvements to White Oak Creek in The City of Jackson, Mississippi

The motion prevailed by the following vote:

Yeas – Banks, Foote, Grizzell, Hartley, Lee, Lindsay and Stokes.  
Nays – None.  
Absent – None.

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There came on as the Emergency Agenda Item: RESOLUTION OF THE CITY OF JACKSON, MISSISSIPPI, CONSENTING TO HINDS COUNTY, MISSISSIPPI CONSTRUCTING IMPROVEMENTS TO WHITE OAK CREEK IN THE CITY OF JACKSON, MISSISSIPPI. Hearing no objections, the Clerk read the following:

**RESOLUTION OF THE CITY OF JACKSON, MISSISSIPPI, CONSENTING TO HINDS COUNTY, MISSISSIPPI CONSTRUCTING IMPROVEMENTS TO WHITE OAK CREEK IN THE CITY OF JACKSON, MISSISSIPPI.**

**WHEREAS**, Hinds County, Mississippi, has received an appropriation of funds from the State of Mississippi in the amount of \$2,000,000.00 for the White Oak Creek Drainage and Erosion Control Project; and

**WHEREAS**, Hinds County is authorized under Miss Code Ann. Section 19-5-92.1 to:

- (a) Alter and change the channels of streams or other water courses...and
- (c) Incur costs and pay necessary expenses for:
  - (i) Providing labor, materials and supplies to clean or clear drainage ditches, creeks or channels or conduits, both natural and man-made and to prevent erosion of such ditches, creeks or channels;
  - (ii) Acquiring property and obtaining easements necessary to perform work under this section; and
  - (iii) Reimbursing landowners for damages and injury resulting from work performed by the county under this section; and

**WHEREAS**, the City of Jackson is authorized under Miss Code Ann Section 21-19-13 to: Establish, alter and change the channels of streams or other water courses, and to bridge the same, whenever so to do will promote the health, comfort and convenience of the inhabitants of such municipality...[and] incur costs and pay necessary expenses in providing labor, materials and supplies to clean or clear drainage ditches, creeks or channels, whether on public or private property, and to incur costs and pay necessary expenses in providing labor, materials and supplies in order to prevent erosion where such erosion has been caused or will be caused by such drainage ditches, creeks or channels;

and

**WHEREAS**, Hinds County has requested that the City authorize the construct of improvements to White Oak Creek consistent with the legislative appropriation by reciprocal resolutions; and

**WHEREAS**, Hinds County has agreed that consistent with the legislative appropriation it will undertake work to provide public infrastructure improvements that will include, but will not

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necessarily be limited to, erosion control, stabilization of the banks, reshaping the slopes of the Creek, acquisition of and payment for any necessary easements, general construction, purchase of equipment, and the creation of assessments, surveys, models, investigations, studies and/or plans pursuant to erosion control and creek repair; and

**WHEREAS**, Hinds County will be responsible for performing all the work and shall be responsible for all construction costs and materials deemed necessary by its Department of Public Works and engineering firms contracted to perform the work; and

**WHEREAS**, Hinds County will provide the City of Jackson City Engineer with assessments, surveys, models, investigations, studies and/or plans pursuant to erosion control and creek repair for review and approval prior to undertaking construction; and

**WHEREAS**, Hinds County will provide the City of Jackson City Engineer of notice of the date on which construction of any improvements will commence and notice of substantial completion of the project.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Jackson does hereby consent to Hinds County, Mississippi constructing improvements to White Oak Creek in the City of Jackson, Mississippi.

**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 the State of Mississippi funds appropriated 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 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 of commencement of construction and the date of substantial completion, 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 this Resolution is contingent upon the passage of a reciprocal resolution by the Hinds County Board of Supervisors.

**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.

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

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President Foote recognized Terry Williamson, Legal Counsel, who provided a brief overview of said item.

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After a thorough discussion, President Foote, called for a vote on said item:

Yeas – Banks, Foote, Hartley, Grizzell, Lee, Lindsay and Stokes  
Nays – None.  
Absent – None.

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President Foote recognized Council Member Lindsay who moved, seconded by Vice President Lee to add an item to the agenda on an emergency basis: Order Authorizing the City of Jackson to Execute the Procurement Card Program Agreement. The motion prevailed by the following vote:

Yeas – Banks, Foote, Grizzell, Hartley, Lee, Lindsay and Stokes.  
Nays – None.  
Absent – None.

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There came on as the Emergency Agenda Item: ORDER AUTHORIZING THE CITY OF JACKSON TO EXECUTE THE PROCUREMENT CARD PROGRAM AGREEMENT. Hearing no objections, the Clerk read the following:

**ORDER AUTHORIZING THE CITY OF JACKSON TO EXECUTE THE PROCUREMENT CARD PROGRAM AGREEMENT.**

**WHEREAS**, as a result of the August 29, 2022 emergency declared by the City of Jackson for the water system, the Mississippi Department of Health has requested that the City of Jackson develop an in-house emergency procurement process to ensure quick delivery of equipment and services needed for continued operations at the water treatment plants; and

**WHEREAS**, pursuant to Miss. Code Ann. § 31-7-9(b), the Office of Purchasing, Travel and Fleet Management (OPTFM) of the Mississippi Department of Finance and Administration (DFA) has adopted purchasing regulations governing the use of credit cards, procurement cards and purchasing club membership cards to be used by ...governing authorities of ... municipalities...; and

**WHEREAS**, pursuant to Miss. Code Ann. § 31-7-9(b), use of procurement cards shall be in strict compliance with the regulations promulgated by OPTFM and any amounts due on the cards shall incur interest charges as set forth in Miss. Code Ann. § 31-7-305 and shall not be considered debt; and

**WHEREAS**, it is in the best interest of the City of Jackson to apply for a procurement card through the OPTFM Purchasing Card Program for the specific purpose of emergency procurement to ensure quick delivery of equipment and services needed for continued operations at the water treatment plants.

**IT IS, THEREFORE, ORDERED** that the City of Jackson is authorized to enter into an agreement with the State of Mississippi and UMB Bank by the terms and conditions outlined in the Purchasing Card Program Agreement and that the Mayor is authorized to execute any documents necessary to apply and accept the agreement.

Vice President Lee moved adoption; Council Member Lindsay seconded.

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President Foote recognized Terry Williamson, Legal Counsel, who provided a brief overview of said item.

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After a thorough discussion, **President Foote**, called for a vote on said item:

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

Nays – Hartley.

Abstention – Stokes.

Absent – None.

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**ORDER REVIEWING AND CONTINUING AUGUST 29, 2022 STATE OF EMERGENCY.**

**WHEREAS**, on August 29, 2022, the Mayor issued a proclamation of emergency as a result of (1) excessive rainfall and extreme flooding, (2) the March 7, 2020 Safe Drinking Water Act (SDWA) Emergency Administrative Order (EAO); (3) the February 2021 system-wide failure due to extreme water conditions that caused pipes to freeze and lose pressure; (4) the July 1, 2021 SDWA Administrative Order of Consent (AOC); (5) the July 29, 2022 Boil Water Notice which existed for more than thirty (30) days; and (6) the August 25, 2022 flooding of the Pearl River, which lead to problems with treating water at the O.B. Curtis Water Plant; and

**WHEREAS**, Section 33-15-17(d) of the Mississippi Code allows the mayor of a municipality to proclaim a local emergency and authorizes the governing body of a municipality to review and approve or disapprove the need for continuing the local emergency at its first regular meeting following such proclamation or at a special meeting; and

**WHEREAS**, Section 33-15-5 (h) of the Mississippi Code defines an emergency as “any occurrence, or threat thereof, whether natural, technological, or man-made, in war or in peace, which results or may result in substantial injury or harm to the population or substantial damage to loss of property;” and

**WHEREAS**, Section 33-15-5 (g) of the Mississippi Code defines a local emergency as “the duly proclaimed existence of conditions of disaster or extreme peril to the safety of person and property within the territorial limits of a...municipality caused by such conditions as...water pollution...or other natural or man-made conditions, which conditions are or are likely to be beyond the control of the services, personnel, equipment and facilities of the political subdivision and require the combined forces of other subdivisions or of the state to combat;” and

**WHEREAS**, pursuant to Section 33-15-17 (b) of the Mississippi Code, the City “is authorized to exercise the powers vested under [Section 33-15-1, et seq.,] in light of the exigencies of the extreme emergency situation without regard to time-consuming procedures and formalities prescribed by law pertaining to the performance of public work, entering into contracts, the incurring of obligations...and the expenditure of public funds....

**NOW, THEREFORE, IT IS ORDERED THAT** we the governing body of the City of Jackson, Mississippi, pursuant to the authority vested in the body by Section 33-15-17(d) of the Mississippi Code of 1972, as amended, and in the public interest and for the general welfare of the City of Jackson, do hereby approve of the continued need for a civil emergency for the entire City of Jackson for the reasons set forth in this Order.

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

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

Nays – None.

Absent – None.

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**RESOLUTION OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI SUPPORTING THE CONTINUED USE OF MARY C. JONES SCHOOL BUILDING FOR THE BENEFIT OF THE PUBLIC.**

**WHEREAS**, the public health, safety and welfare of the citizens of the City of Jackson shall be considered by this Resolution; and

**WHEREAS**, Mary C. Jones school building school building located at 2050 Rev. Dr. Martin Luther King, Jr. Drive, was recently vacated by the Head Start program and is now unoccupied; and

**WHEREAS**, the empty building is a magnet for crime and a waste of a valuable resource for occupancy by social services and government offices that could provide beneficial programs for the community; and

**WHEREAS**, it is in the best interest of the citizens of the City of Jackson that the Mary C. Jones school building be occupied and again becomes a place of hope to supply the needs of the community.

**THEREFORE, IT IS HEREBY RESOLVED** that the City Council of Jackson, Mississippi hereby supports the continued use of the Mary c. Jones school building for the benefit of the public.

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

Yeas – Banks, Foote, Grizzell, Hartley, Lee, Lindsay and Stokes.  
Nays – None.  
Absent – None.

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**Note: Council Member Grizzell** left the meeting.

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**ORDER OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI AUTHORIZING THE INVESTIGATION OF THE CIRCUMSTANCES SURROUNDING THE TERMINATION OF KEYSHIA SANDERS AND THE ALLEGATIONS OF MISSING CITY FUNDS.**

**WHEREAS**, the public health, safety, and welfare of the citizens of the City of Jackson shall be considered by this Order; and

**WHEREAS**, the former employee, Keyshia Sanders, was allegedly terminated because of allegations involving at least a million dollars of City funds reportedly being missing; and

**WHEREAS**, it is in the best interest of the citizens of the City of Jackson that the allegations of missing City funds be investigated and that all City funds be properly accounted for.

**THEREFORE, IT IS HEREBY ORDERED** that the City Council of Jackson, Mississippi hereby authorizes the investigation of the circumstances surrounding the termination of Keyshia Sanders and the allegations of missing City funds.

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

Yeas – Banks, Foote, Hartley, Lee, Lindsay and Stokes  
Nays – None.  
Absent – Grizzell.

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**RESOLUTION OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI WISHING EVERYONE A SAFE AND HAPPY THANKSGIVING HOLIDAY.**

**WHEREAS**, the public health, safety and welfare of the citizens of the City of Jackson shall be considered by this Resolution; and

**WHEREAS**, the Thanksgiving holiday is observed on the fourth Thursday of November every year, and this year the holiday is Thursday, November 24, 2022; and

**WHEREAS**, it in the spirit of family and gratitude for the blessings that we still have, in spite of the many challenges that we are facing in the City of Jackson, that the Jackson City Council pauses to acknowledge such an important occasion in the life of the citizens of the City of Jackson.

**THEREFORE, IT IS HEREBY RESOLVED** that the City Council of Jackson, Mississippi hereby wishes everyone a safe and happy Thanksgiving Holiday.

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

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

Nays – None.

Absent – Grizzell.

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**Note Council Member Lindsay** left the meeting.

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**ORDER OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI AUTHORIZING THE INVESTIGATION OF THE JACKSON MUNICIPAL AIRPORT AUTHORITY.**

**WHEREAS**, the public health, safety, and welfare of the citizens of the City of Jackson shall be considered by this Order; and

**WHEREAS**, the Jackson Municipal Airport Authority is a creation of state law to run and operate the Jackson Medgar Evers International Airport and the Hawkins Field Airport in the City of Jackson; and

**WHEREAS**, recent incidents regarding the airport’s operations have been of concern; and

**WHEREAS**, it is in the best interest of the citizens of the City of Jackson that the operations of the Jackson airports be investigated to ensure that all operations are in compliance with state law.

**THEREFORE, IT IS HEREBY ORDERED** that the City Council of Jackson, Mississippi hereby authorizes the investigation of the Jackson Municipal Airport Authority.

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

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**President Foote** recognized **Terry Williamson, Legal Counsel**, who provided a brief overview of said item.

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After a thorough discussion, **President Foote**, called for a vote on said item:

Yeas – Banks, Foote, Hartley, Lee and Stokes.

Nays – None.

Absent – Grizzell and Lindsay.

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**Note Council Member Lindsay** returned to the meeting and **Council Member Banks** left the meeting.

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**ORDER REVIEWING AND CONTINUING STATE OF EMERGENCY.**

**WHEREAS**, on February 18, 2020, the Jackson City Council, pursuant to Section 33-15-17(8)(d) of the Mississippi Code of 1972, as amended, passed an Order Declaring the Need to



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Continue the State of Emergency that was issued on February 13, 2020 by Chokwe A. Lumumba, Mayor of the City of Jackson, Mississippi; and

**WHEREAS**, the Jackson City Council, in the February 18, 2020 Order, found that flood waters and wide spread drainage system issues had affected several Jackson creeks, including, but not limited to: Belhaven Creek; Bogue Chitto Creek; Canney Creek; Eubanks Creek; Hanging Moss Creek; Lynch Creek; Purple Creek; Three Mile Creek; Town Creek; Travon Creek; and White Oak Creek; and

**WHEREAS**, the Jackson City Council, in the February 18, 2020 Order, found that the flood waters and wide spread drainage system issues caused extensive damages to homes, business, public property, and threatened the safety of the citizens and property of the City of Jackson, Mississippi, requiring the exercise of extraordinary measures; and

**WHEREAS**, the Jackson City Council, in the February 18, 2020 Order, found that all efforts should be taken to protect people and property in consideration of the health, safety, and welfare of the City's residents and the protection of their property within the affected areas; and

**WHEREAS**, the Jackson City Council, on March 17, 2020; April 14, 2020; May 12, 2020, June 9, 2020, July 7, 2020, August 4, 2020, September 1, 2020, September 29, 2020, October 27, 2020, November 24, 2020, December 22, 2020, January 19, 2021, February 17, 2021, March 30, 2021, April 27, 2021, May 25, 2021, June 22, 2021, July 20, 2021, August 31, 2021, September 28, 2021, October 26, 2021, November 23, 2021, December 21, 2021, January 25, 2022, February 15, 2022, March 29, 2022, April 26, 2022, May 24, 2022, June 21, 2022, July 19, 2022, August 30, 2022, September 27, 2022 and October 25, 2022 pursuant to Section 33-15-17(8)(d) of the Mississippi Code of 1972, reviewed the need for and continued the local emergency; and

**WHEREAS**, pursuant to Section 33-15-17(8)(d) of the Mississippi Code of 1972, as amended, the Jackson City Council has again reviewed the need for continuing the local emergency and determined that the emergency should be continued.

**IT IS, THEREFORE, HEREBY ORDERED** that said Order Declaring the Need to Continue the Declared State of Emergency as delineated by the Jackson City Council, remains in full force and effect and shall be reviewed again in thirty (30) days in accordance with Section 33-15-17(8)(d) of the Mississippi Code of 1972, as amended

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

Yeas – Foote, Hartley, Lee, Lindsay and Stokes.

Nays – None.

Absent – Banks and Grizzell.

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**Note: Council Member Banks** returned to the meeting.

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There came on for Discussion, Agenda Item No. 35:

**DISCUSSION: FREEDOM CORNER: President Foote** recognized **Council Member Stokes**, who expressed concerns about sewer issues near Freedom Corner. **President Foote** then recognized **Robert Lee, City Engineer**, who gave a brief overview of this item.

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There came on for Discussion, Agenda Item No. 36:

**DISCUSSION: JRA: President Foote** recognized **Council Member Stokes**, who expressed concerns about the effectiveness of JRA.

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SPECIAL MEETING OF THE CITY COUNCIL  
TUESDAY, NOVEMBER 22, 2022 10:00 A.M.

MONTHLY FINANCIAL REPORTS AS REQUIRED ACCORDING TO SECTION 21-35-13 OF THE MISSISSIPPI CODE ANNOTATED OF 1972. President Foote stated that all City Council members had received the monthly financial report for review.

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There being no further business to come before the City Council, it was unanimously voted to adjourn until the Regular Council Meeting at 10:00 a.m. on December 6, 2022. At 1:00 p.m., the Council stood adjourned.

PREPARED BY:

Shanekia Mosley-Banks  
CLERK OF COUNCIL

APPROVED:

Michael Foote, 12/10/2022  
COUNCIL PRESIDENT DATE

Charles L. ...

MAYOR

ATTEST:

Angela Hanes  
CITY CLERK

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