

BE IT REMEMBERED that a Regular Meeting of the City Council of Jackson, Mississippi, was convened at City Hall at 10:00 a.m. on September 26, 2023, being the fourth Tuesday of said month, when and where the following things were had and done to wit:

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

Absent: None.

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

The invocation was offered by **Pastor Robert Berry of Word of Life – Poindexter**.

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

Note: Council Member Grizzell joined the meeting.

ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF JACKSON AND QUALITY LANDSCAPE AND LAWN MAINTENANCE, INC. TO DEMOLISH A STRUCTURE, FOUNDATION, STEPS AND DRIVEWAY, TO CUT GRASS AND WEEDS, TO REMOVE TRASH AND DEBRIS, AND TO PERFORM OTHER WORK TO REMEDY THE CONDITIONS ON STATE-OWNED PROPERTY THAT CONSTITUTE A MENACE TO PUBLIC HEALTH, SAFETY, AND WELFARE ACCORDING TO MISSISSIPPI CODE ANNOTATED SECTION 21-19-11 FOR CASE #CE-21-1528 LOCATED AT 2241 DECATUR STREET – PARCEL #104-138 – \$5,500.00.

WHEREAS, the State of Mississippi received 2241 Decatur Street due to delinquent taxes; and

WHEREAS, said property must be maintained and conditions that constitute a menace to public health, safety and welfare remedied; and

WHEREAS, on June 22, 2023, the State of Mississippi Public Lands Division issued a Consent to Enter onto State-Owned Property to the City for the purpose of cleaning and demolishing the improvement on the property at no cost to the Office of the Mississippi Secretary of State for Case #CE-21-1528 located at 2241 Decatur Street parcel #104-138 in Ward 3 of the City of Jackson; and

WHEREAS, the Community Improvement Division of the Department of Planning and Development has a system in which vendors performing services related to the remedying of conditions on property deemed to be a menace to public health, safety, and welfare submit bids; and

WHEREAS, Quality Landscape and Lawn Maintenance, Inc. submitted the lowest bid and through its Member, Eric Kelly, has agreed to demolish the structure, foundation, steps, and driveway, to cut grass and weeds, to remove trash and debris, and to perform other work to remedy

conditions constituting a menace to public health, safety, and welfare on the parcel located at 2241 Decatur Street for the sum of \$5,500.00; and

WHEREAS, Quality Landscape and Lawn Maintenance, Inc. has a principal office address of 133 Park Circle Jackson, Mississippi 39212 according to the information appearing on the Mississippi Secretary of State’s website.

IT IS, THEREFORE, ORDERED that the Mayor be authorized to execute a contract with Quality Landscape and Lawn Maintenance, Inc. to demolish the structure, foundation, steps, and driveway, to cut grass and weeds, to remove trash and debris, and to perform work to remedy the other conditions on the property located at 2241 Decatur Street deemed to be a menace to public health, safety, and welfare.

IT IS FURTHER HEREBY ORDERED that a sum not to exceed \$5,500.00 shall be paid to Quality Landscape and Lawn Maintenance, Inc. for the services provided from funds budgeted for the Division.

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

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

APPROVAL OF THE AUGUST 29, 2023 REGULAR COUNCIL MEETING MINUTES.

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

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

APPROVAL OF THE AUGUST 31, 2023 PUBLIC HEARING/SPECIAL COUNCILMEETING MINUTES.

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

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

APPROVAL OF THE SEPTEMBER 7, 2023 SPECIAL COUNCIL MEETING MINUTES.

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

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

APPROVAL OF THE SEPTEMBER 12, 2023 REGULAR COUNCIL MEETING MINUTES.

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

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

Absent – Stokes.

APPROVAL OF THE SEPTEMBER 18, 2023 ZONING MEETING MINUTES.

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

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

Nays – None.

Absent – Stokes.

Note: Council Member Stokes joined the meeting.

There came on for Introduction Agenda Item No. 9:

ORDINANCE CLOSING AND VACATING A PORTION OF UNIMPROVED AND UNNAMED ALLEYS IN CLOVERHILL SUBDIVISION IN FAVOR OF THE ABUTTING LANDOWNER. **President Banks** requested that the Council suspend the rules to adopt said item.

President Banks recognized **Council Member Stokes** moved, seconded by **Council Member Hartley**, to suspend the rules to make said item effective immediately. The motion prevailed by the following vote:

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

Nays – None.

Absent – None.

Thereafter, **President Banks** requested that the Clerk read the Ordinance:

ORDINANCE CLOSING AND VACATING A PORTION OF UNIMPROVED AND UNNAMED ALLEYS IN CLOVERHILL SUBDIVISION IN FAVOR OF THE ABUTTING LANDOWNER.

WHEREAS, Damian Murriel, hereinafter referred to as “Petitioner”, petitioned the City of Jackson, Mississippi to close and vacate portions of platted but unimproved and unnamed alleys north of Block 11 Lots 1, 2, 3, and 4 of Clover Hill subdivision and between Block 6 Lots 21 and 22 of Clover Hill subdivision, hereinafter referred to as “Street”, located in the City of Jackson, First Judicial District, Hinds County, Mississippi; and

WHEREAS, the Petitioner presented his petition pursuant to Section 110-5 of the Jackson Code of Ordinances; and

WHEREAS, the Petitioner is the owner of all property abutting the Street on both sides, and has, at his own expense, furnished the City of Jackson with a survey plat; and

WHEREAS, the Site Plan Review Committee of the City of Jackson reviewed the petition to close and vacate the Street on August 3, 2023, and approved the petition on September 12, 2023; and

WHEREAS, the City Council finds that the Street sought to be closed and vacated is no longer needed as a public thoroughfare and will not be needed as a public thoroughfare in the foreseeable future.

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

SECTION 1. The herein described portion of an unnamed alley constitutes a publicly dedicated right-of-way, with said right-of-way being described as follows:

20.00 feet alley, lying between the North line of Lots 1,2,3 and 4 of Block 11 and South line of Lots 21 and 22, of Block 6 of and that certain 10.00 feet alley, lying between East line of Lots 21 and the West line of Lot 22, of Block 6 of all in Clover Hill Subdivision, 0.117 ACRE PARCEL.

Begin at a set iron pin on the east right-of-way line of Brown Street, marking the northwest corner of Lot 1 of Block 11, and the southwest corner of a 20.00 feet alley, (not opened) in Clover Hill Subdivision, according to a map or plat thereof on file and of record in plat book 2 at page 17 in the office of the Chancery Clerk of Hinds County, at Jackson, Mississippi, reference to which is hereby made in aid of and as a part of this description, and run thence NORTH for a distance of 20.00 feet along said east right-of-way line of Brown Street to a set ½ inch rebar marking the southwest corner of Lot 21 of Block 6 of said Clover Hill Subdivision; Run thence EAST for a distance of 110.00 feet, along the south line of Lot 21 of Block 6 and the north line of said 20.00 feet alley to a set ½ inch rebar marking the southeast corner of Lot 21, Block 6 and the southwest corner of a 10.00 feet alley; Run thence NORTH for a distance of 50.00 feet along the east line of said Lot 21, Block 6 and west line of said 10.00 feet alley to a set ½ inch rebar marking the Northeast corner of Lot 21 of Block 6 of Clover Hill Subdivision; Run thence EAST for a distance of 10.00 feet to a set ½ inch rebar on the east line of said 10.00 feet alley and the west line of Lot 22 of Block 6 of Clover Hill Subdivision; Run thence SOUTH for a distance of 50.00 feet along the east line of said 10.00 feet alley and the west line of Lot 22 Block 6 to a set ½ inch rebar marking the southwest corner of Lot 22 of Block 6, and the north line of said 20.00 feet alley; Run thence EAST for a distance of 110.00 feet along the south line of Lot 22 of Block 6 and the north line of said 20.00 feet alley to a set ½ inch rebar marking the southeast corner of Lot 22, Block 6 on the west right-of-way line of Holmes Avenue; Run thence SOUTH for a distance of 20.00 feet along said west right-of-way line of Holmes Avenue to a set ½ inch rebar marking the northeast corner of Lot 4 of Block 11, of Clover Hill Subdivision and the south line of said alley; Run thence WEST for a distance of 230.00 feet along the north line of Lots, 4,3,2, and 1 of Block 6 of Clover Hill Subdivision and the south line of said alley to the POINT OF BEGINNING.

The above described parcel of land described that certain 20.00 feet alley running East and West, lying between Lots, 1,2,3, and 4 of Block 11 and Lots 21 and 22, of Block 6 of and that certain 10.00 feet alley running North and South, lying between Lots 21 and 22, of Block 6 of all in Clover Hill Subdivision, according to a map or plat thereof on file and of record in plat book 2 and page 17 in the office of the Chancery Clerk of Hinds County, City of Jackson, Hinds County, Mississippi and contains 0.117 acres, more or less.

SECTION 2. Pursuant to operation of law, a certified copy of this Ordinance shall serve to convey, quitclaim, and release the City's right, title, and interest in and to said right-of-way, as herein described, to the abutting landowners of record.

SECTION 3. The conveyance of said right-of-way is subject to any dedications, limitations, restrictions, reservations, or easements of record.

SECTION 4. The Petitioners shall assume all responsibility and liability for the herein described right-of-way.

SECTION 5. The herein described right-of-way is hereby closed and vacated.

SECTION 6. The Director of the Department of Public Works is hereby authorized and directed to indicate the closing and vacation of the herein described portion of the Street on the official map of the City of Jackson.

SECTION 7. Any and all ordinances of the City of Jackson, or any parts of ordinances, in conflict herewith shall be, and the same are hereby, repealed.

SECTION 8. The cost of publication of this Ordinance shall be borne by the Petitioner.

SECTION 9. This Ordinance shall be effective thirty (30) days after passage and after publication by the Municipal Clerk.

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

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

Nays – None.

Absent – None.

ORDER APPROVING CLAIMS NUMBER 29340 to 29400 APPEARING AT PAGES 700 TO 726 INCLUSIVE THEREON, ON MUNICIPAL “DOCKET OF CLAIMS”, IN THE AMOUNT OF \$6,730,366.48 AND MAKING APPROPRIATIONS FOR THE PAYMENT THEREOF.

IT IS HEREBY ORDERED that claims numbered 29340 to 29400 appearing at pages 700 to 726, inclusive thereon in the Municipal “Docket of Claims”, in the aggregate amount of \$6,730,366.48 are hereby approved for payment and said amount is expressly appropriated for the immediate payment thereof.

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

FROM:	TO ACCOUNTS PAYABLE FUND
GENERAL FUND	2,288,035.61
SEIZURE & FORF PROP-STATE	20,520.00
SEIZURE & FORF PROP-FED	49,666.67
TECHNOLOGY FUND	43,549.56
PARKS & RECR. FUND	26,561.90
LANDFILL/SANITATION FUND	154,553.27
STATE TORT CLAIMS FUND	2,936.55
WATER/SEWER OP & MAINT FUND	26,140.37
WATER/SEWER CAPITAL IMPR FUND	98,177.90
EMPLOYEES GROUP INSURANCE FUND	215,221.43
PAYROLL FUND	264.08
HOUSING COM DEV ACT (CDBG) FD	29,080.12
EMERGENCY SHELTER GRANT (ESG)	29,041.67
UNEMPLOYMENT COMPENSATION REVO	2,466.94
HOME PROGRAM FUND	1,258.10
H O P W A GRANT – DEPT OF HUD	369.12
TITLE III AGING PROGRAMS	57,329.00
INFRASTRUCTURE BOND 2020 \$32M	239,773.94
1% INFRASTRUCTURE TAX	54,348.08
TRANSPORTATION FUND	1,378,812.07
JXN CONVENTION & VISITORS BUR	285,746.83
RESURFACING – REPAIR & REPL. FD	53,521.33
P E G ACCESS – PROGRAMMING FUND	30.68
SIEMENS SETTLEMENT ACCOUNT	1,157,692.45
PLANNING AND DEV GRANTS	583.84
CDBG COVID CARES	18,058.21
ZOOLOGICAL PARK	15,311.48
LIBRARY FUND	9,453.50

**REGULAR MEETING OF THE CITY COUNCIL
TUESDAY, SEPTEMBER 26, 2023 10:00 A.M.**

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DFA – THALIA MARA HALL \$2M	32,394.35
MDOT – ERBR PROJECTS	307,972.43
2020 GO PLANETARIUM BOND \$7.5M	58,170.00
CFO-EXTERNAL FUNDING	73,325.00
TOTAL	<u>\$6,730,366.48</u>

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

President Banks recognized **Fidelis Malembeka, Chief Financial Officer**, who provided an overview of larger claims at the request of **President Banks**.

President Banks recognized **Catoria Martin, City Attorney**, who recommended an amendment adding two (2) payments in the amount of \$4,991.00 and \$18,360.00 to Sunbelt Fire Apparatus Inc.

Council Member Lindsay moved; seconded by **Vice President Lee**, to amend Claims to reflect the changes as stated by **Catoria Martin, City Attorney**. The motion prevailed by the following vote:

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

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

ORDER APPROVING CLAIMS NUMBER 29340 to 29400 APPEARING AT PAGES 700 TO 726 INCLUSIVE THEREON, ON MUNICIPAL “DOCKET OF CLAIMS”, IN THE AMOUNT OF \$6,753,717.48 AND MAKING APPROPRIATIONS FOR THE PAYMENT THEREOF.

IT IS HEREBY ORDERED that claims numbered 29340 to 29400 appearing at pages 700 to 726, inclusive thereon in the Municipal “Docket of Claims”, in the aggregate amount of \$6,753,717.48 are hereby approved for payment and said amount is expressly appropriated for the immediate payment thereof.

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

FROM:	TO ACCOUNTS PAYABLE FUND
GENERAL FUND	2,288,035.61
SEIZURE & FORF PROP-STATE	20,520.00
SEIZURE & FORF PROP-FED	49,666.67
TECHNOLOGY FUND	43,549.56
PARKS & RECR. FUND	26,561.90
LANDFILL/SANITATION FUND	154,553.27
STATE TORT CLAIMS FUND	2,936.55
WATER/SEWER OP & MAINT FUND	26,140.37
WATER/SEWER CAPITAL IMPR FUND	98,177.90
EMPLOYEES GROUP INSURANCE FUND	215,221.43
PAYROLL FUND	264.08
HOUSING COM DEV ACT (CDBG) FD	52,431.12
EMERGENCY SHELTER GRANT (ESG)	29,041.67

**REGULAR MEETING OF THE CITY COUNCIL
TUESDAY, SEPTEMBER 26, 2023 10:00 A.M.**

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UNEMPLOYMENT COMPENSATION REVO	2,466.94
HOME PROGRAM FUND	1,258.10
H O P W A GRANT – DEPT OF HUD	369.12
TITLE III AGING PROGRAMS	57,329.00
INFRASTRUCTURE BOND 2020 \$32M	239,773.94
1% INFRASTRUCTURE TAX	54,348.08
TRANSPORTATION FUND	1,378,812.07
JXN CONVENTION & VISITORS BUR	285,746.83
RESURFACING – REPAIR & REPL. FD	53,521.33
P E G ACCESS – PROGRAMMING FUND	30.68
SIEMENS SETTLEMENT ACCOUNT	1,157,692.45
PLANNING AND DEV GRANTS	583.84
CDBG COVID CARES	18,058.21
ZOOLOGICAL PARK	15,311.48
LIBRARY FUND	9,453.50
DFA – THALIA MARA HALL \$2M	32,394.35
MDOT – ERBR PROJECTS	307,972.43
2020 GO PLANETARIUM BOND \$7.5M	58,170.00
CFO-EXTERNAL FUNDING	73,325.00
TOTAL	<u>\$6,753,717.48</u>

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

ORDER APPROVING GROSS PAYROLL INCLUDING PAYROLL DEDUCTION CLAIMS NUMBERED 29340 TO 29400 AND MAKING APPROPRIATION FOR THE PAYMENT THEREOF.

IT IS HEREBY ORDERED that payroll deduction claims numbered 29340 to 29400 inclusive therein, in the Municipal “Docket of Claims”, in the aggregate amount of \$95,737.01 plus payroll, are approved for payment and necessary amounts are appropriated from various municipal funds for transfer to the payroll fund for the immediate payment thereof.

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

FROM:	TO ACCOUNTS PAYABLE FUND	TO PAYROLL FUND
GENERAL FUND		2,410,927.92
PARKS & RECR FUND		105,318.39
LANDFILL FUND		25,620.37
SENIOR AIDES		3,440.23
WATER/SEWER OPER & MAINT		89,793.48
PAYROLL	\$95,737.01	
HOUSING COMM DEV		8,894.73
TITLE III AGING PROGRAMS		5,975.16
TRANSPORTATION FUND		18,433.75
PEG ACCESS-PROGRAMMING FUND		5,463.72
2020 SAKI GRAND DOJ		7,405.71
ZOOLOGICAL PARK		32,902.65
AMERICAN RESCUE PLAN ACT 2021		253.38

**REGULAR MEETING OF THE CITY COUNCIL
TUESDAY, SEPTEMBER 26, 2023 10:00 A.M.**

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NLC-MUNICIPAL REIMAGINING COMM		5,738.67
TOTAL		\$2,720,168.16

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

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

Nays – None.

Absent – None.

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ORDER RATIFYING AND AUTHORIZING THE PETTY CASH FUND FOR THE DEPARTMENT OF ADMINISTRATION FOR THE REMAINING OF FISCAL YEAR 2022-2023.

WHEREAS, Section 7-7-60 of the Miss. Code Ann. as amended, provides "[a] petty cash fund for offices within the county, municipality or board of education may be established in accordance with regulations set forth by the State Auditor's office"; and

WHEREAS, according to the "Routine Petty Cash Fund Procedures" in the 2022 Municipal Audit and Accounting Guide, the municipal governing authorities may authorize a petty cash fund. The authorization must be spread upon the minutes and include:

- (1) Reasons for establishing the fund;
- (2) Purposes for which fund money may be spent;
- (3) The dollar amount of the fund;
- (4) Custodian(s); and
- (5) Any special provisions, such as the use of depository account(s).

WHEREAS, the Office of Finance recommends the governing authorities for the city of Jackson authorize a petty cash fund not to exceed \$150,000.00, which is the budgeted amount, to pay for travel-related expenses such as registration fees, airfare, baggage, hotel, mileage, per diem, ground travel, travel reimbursement charges, professional organizational dues, and other necessary items for all departments; and

WHEREAS, the reason for establishing the fund is to allow for the Office of Finance to keep sufficient funds in the Petty Cash account for expenses for the Mayor, City Council, and all City employees; and

WHEREAS, the Controller and Assistant Controller will be designated at the custodian of said funds for the Office of Finance; and

WHEREAS, the Petty Cash Fund has a depository account at Cadence Bank; and

WHEREAS, the State Auditor's Office petty cash funds regulations require the governing authorities to authorize the petty cash funds on an annual basis, and the custodian of the petty cash fund must be bonded and will be responsible at all times for the funds and purchases of the petty cash fund; and

WHEREAS, the Office of Finance recommends that the governing authorities for the city of Jackson ratify and authority the petty cash fund in an amount not to exceed \$150,000 for 2022-2023 fiscal year to cover the cost of travel-related expenses such as registration fees, airfare, baggage, hotel, mileage, per diem, ground travel, travel reimbursement charges, professional organizational dues, and other necessary items for all departments.

IT IS, THEREFORE, ORDERED and hereby ratified that a petty cash fund not to exceed \$150,000, which is a budgeted amount, be established for the Office of Finance to pay for travel-related expenses such as registration fees, airfare, baggage, hotel, mileage, per diem, ground travel, travel reimbursement charges, professional organizational dues, and other necessary items for all departments.

Council Member Grizzell moved adoption.

Note: Said item died due to the lack of a second.

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ORDER AMENDING THE CITY OF JACKSON PAY PLAN TO CHANGE THE RANGE OF FIRE CHIEF FROM RANGE 38 TO 50; ASSISTANT FIRE CHIEF FROM RANGE 94 TO 43; DEPUTY FIRE CHIEF FROM RANGE 93 TO 38 AND DIVISION FIRE CHIEF FROM RANGE 92 TO 35.

WHEREAS, the governing authorities for the City of Jackson adopted a compensation plan on or about September 22, 1998 which is found in Minute Book 4Y; and

WHEREAS, the Department of Human Resources conducted a salary survey on the classification of: Fire Chief; Assistant Fire Chief; Deputy Fire Chief and Division Fire Chief and;

WHEREAS, salary survey was conducted on the classifications and inquires sent to: Savannah, Georgia; Baton Rouge, Louisiana and Little Rock, Arkansas; and

WHEREAS, the response from the Cities surveyed concerning the median salary paid for the position of Fire Chief was within the range of \$131,428.36-\$158,741.028; Assistant Fire Chief was within the range of \$82,478.82-\$101,412.74; Deputy Fire Chief was within the range of \$76,354.19-\$90,547.78; and Division Fire Chief was within the range of \$64,894.47-83,021.43; and

WHEREAS, the Fire department classifications with the exception of the Fire Chief pay ranges begin at ranges 85 through pay range 94; and

WHEREAS, pay range 94 salary is: \$62,068.80-\$74,792.28; and

WHEREAS, pay range 94 is not feasible for accommodating recommended salary changes for the position of Fire Chief, Assistant Fire Chief, Deputy Fire Chief and Division Fire Chief; and

WHEREAS, the compensation plan adopted by the Jackson City Council on September 22, 1998 does have pay ranges which will accommodate the salary increases, and it is recommended that the existing pay ranges be sued to accommodate the salary increases; and

WHEREAS, it is recommended that the range established for the Fire Chief be modified to range 50 with annual salary of \$105,758.99-\$128-511.92; and

WHEREAS, it is recommended that the range established for the Assistant Fire Chief be modified to range 43 with annual salary of \$75, 614.80-\$91,784.09; and

WHEREAS, it is recommended that the range established for Deputy Fire Chief be modified to range 38 with annual salary of \$73,148.44-\$88,646.24; and

WHEREAS, it is recommended that the range established for Division Fire Chief be modified to range 35 with annual salary of \$63,486.92-\$76,873.56; and

WHEREAS, the Fire Department has sufficient monies in its budget to cover the recommended pay range increases.

IT IS, THEREFORE, ORDERED that the Pay Plan adopted by the City Council on September 22, 1998, found in the Minute Book 4Y, be further amended as follows:

- (a) the range established for the Fire Chief shall be modified to range 50 with annual salary of \$105,758.99-\$128-511.92;
- (b) the range established for Assistant Fire Chief shall be modified to range 43 with annual salary of \$75, 614.80-\$91,784.09;
- (c) the range established for Deputy Fire Chief shall be modified to range 38 with annual salary of \$73,148.44-\$88,646.24;

(d) the range established for Division Fire Chief shall be modified to range 35 with annual salary of \$63,486.92-\$76,873.56; and

IT IS FURTHER ORDERED that the pay plan amendments stated shall become effective October 1, 2023.

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

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

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

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

Nays – None.

Absent – None.

ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH STAFFERS INC. TO PROVIDE TEMPORARY STAFFING SERVICES TO VARIOUS CITY DEPARTMENTS.

WHEREAS, the City of Jackson has a need for temporary staffing services for various City Departments; and

WHEREAS, the Department of Human Resources is responsible for securing temporary staffing services for all City Departments; and

WHEREAS, representatives from City Departments will notify the Department of Human Resources when they need temporary staffing services; and

WHEREAS, the Department of Human Resources sends a request to temporary agencies when there is a need for services; and

WHEREAS, the request includes the requesting Department, classification title, duties, quote and schedule; and

WHEREAS, the Department of Human Resources selects the agency with the lowest quote; and

WHEREAS, Staffers will provide the City of Jackson on request with qualified temporary staffing services for the classification specifications; and

WHEREAS, Staffers has an office located at 1437 Old Square Road, Suite 1007, Jackson, Mississippi; and

WHEREAS, Staffers submitted a rate sheet for the temporary positions provided to the City of Jackson as follows: General Office Clerk \$13.00/hour; Data Entry Clerk \$16.20/hour Receptionist \$16.20/hour; Administrative Assistant \$17.55/hour; Accounting Clerk \$17.55/hour Legal Secretary; \$19.50/hour and Paralegal \$19.50/hour; and

WHEREAS, Staffers will submit time sheets documenting the time worked and invoices to the City for services performed by assigned employees on a weekly basis, and the City will remit payment within 30-45 days consistent with the statute for timely payment by governmental entities; and

WHEREAS, the term of the contract will be one (1) year from the date of execution of the agreement but may be extended for additional terms mutually agreed upon; and

WHEREAS, Staffers will recruit, screen, interview, hire, and assign its employees to perform the work under the supervision of the City of Jackson and will be responsible for paying the assigned employees' wages and provide them with the benefits Staffers offers to them; and

WHEREAS, Staffers will pay, withhold, and transmit payroll taxes, provide unemployment insurance and workers compensation benefits and handle unemployment and workers' compensation claims involving the assigned employees; and

WHEREAS, Staffers will comply with federal, state and local labor and employment laws applicable to assigned employees including the Immigration Reform and Control Act of 1986, the Internal Revenue Code, the Employee Retirement Income Security Act, the Health Insurance Portability and Accountability Act, the Family Medical Leave Act, Title VII of the Civil Rights Act of 1964, the American with Disabilities Act, the Fair Labor Standards Act, the Consolidated Omnibus Budget Reconciliation Act, the Uniformed Services Employment and Reemployment Rights Act of 1994, and the Patient Protection and Affordable Care Act; and

WHEREAS, Staffers will comply with all provisions of the Affordable Care Act applicable to assigned employees, including the employer shared responsibility provisions related to the offer of minimum essential coverage to "full-time" employees as those terms are defined in the United States Code and related regulations and the applicable employer information reporting provisions set forth in the United States Code and related regulations; and

WHEREAS, Staffers will have the right to physically inspect the work site and work processes to review and address unilaterally or in coordination with the City work performance issues of the assigned employee and to enforce Staffers' employment policies related to the assigned employees conduct at the worksite; and

WHEREAS, the City will properly supervise the assigned employee performing its work and be responsible for its business operations, products, services, and intellectual property; and

WHEREAS, the City will supervise, control, and safeguard its premises, processes, or systems and not permit assigned employees to operate any vehicle or mobile equipment or entrust them with unattended premises, cash, checks, keys, credit cards, merchandise, confidential or trade secret information, negotiable instruments, or other valuables without Staffers' express prior written approval or as strictly required by the job description provided to Staffers; and

WHEREAS, the City will not change the assigned employees job duties without Staffers' express prior written approval; and

WHEREAS, the City will exclude assigned employees from its benefit plans, policies, and practices and not make any offer or promise relating to the assigned employee's compensation and benefits; and

WHEREAS, the City and Staffers agree to hold confidential information in strict confidence and not disclose the information to third parties or use the information for any purpose other than performing the Agreement as required; and

WHEREAS, knowledge, possession or use of the City's information will not be imputed to Staffers as a result of an assigned employee having access to the information; and

WHEREAS, the terms of the agreement will be considered severable, such that if any provision or clause which conflicts with existing or future law or may not be given full effect because of the law, no other provision that can operate without the conflicting provision or clause will be affected; and

WHEREAS, neither party will be responsible for failure or delay in performance of the agreement if the delay in performance is due to labor disputes, strikes, fire, riot, war, terrorism, Acts of God or other causes beyond the control of the nonperforming party; and

WHEREAS, Staffers will provide proof of liability and workers compensation coverage upon request of the City.

IT IS HEREBY ORDERED that the Mayor be authorized to execute a contract with Staffers for the purposes stated in this Order.

IT IS FURTHER ORDERED that the Mayor, or his designee, be authorized to execute any and all documents necessary to implement the contract described in this Order.

IT IS FURTHER ORDERED that payment for the services provided after the contract has been executed may be made to Staffers.

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

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

Nays – None.

Absent – None.

* * * * *

ORDER ACCEPTING THE PROPOSAL OF BERKSHIRE HATHAWAY SUBMITTED BY FISHER BROWN BOTTRELL TO PROVIDE "SPECIFIC EXCESS RISK" INSURANCE COVERAGE FOR ACTIVE AND RETIRED CITY EMPLOYEES COVERED UNDER THE CITY OF JACKSON'S MEDICAL BENEFITS PLAN FOR THE PLAN YEAR COMMENCING JANUARY 1, 2024 AND ENDING DECEMBER 31, 2024 AND AUTHORIZING THE EXECUTION OF THE NECESSARY DOCUMENTS TO EFFECTUATE SAID COVERAGE.

WHEREAS, Section 125-15-101 of the Mississippi Code authorizes a municipality to negotiate and secure for all or specified groups of employees and their dependents a policy or policies of insurance covering the health as well as a group contract or contracts covering hospital, and or medical and or surgical services or benefits of employees and their dependents as may desire; and

WHEREAS, the City of Jackson has a self-funded health insurance program and provides coverage at no cost to municipal employees but not the dependents of municipal employees or retirees; and

WHEREAS, dependents of municipal employees and retirees do pay a premium for coverage; and

WHEREAS, the rising cost of healthcare services and pharmaceuticals pose significant risk to the City as a self-insurer; and

WHEREAS, the best interest of the City of Jackson would be served by limiting its exposure for healthcare cost; and

WHEREAS, procurement of excess risk coverage would minimize the City's exposure for payment of healthcare services and pharmaceuticals; and

WHEREAS, the Department of Human Resources received quotes from nine carriers interested in providing excess risk insurance for single and family coverage for active and retired employees participating in the City of Jackson's self-funded health insurance plan for the 2024 Plan Year; and

WHEREAS, Fisher Brown Bottrell, on behalf of Berkshire Hathaway, submitted a proposal to renew with one (1) option based on single enrollment of 799 and family enrollment of 437 as follows:

Renewal: Contract Basis 12/15
Individual Specific Deductible \$ 350,000.00
Specific Maximum Per Contract Period Unlimited
Single Premium \$28.60
Family Premium \$71.50
Annual Premium \$649,163.00

WHEREAS, Fisher Brown Bottrell, on behalf of Voya, submitted a preliminary quote with one (1) option based on single enrollment of 799 and family enrollment of 437 as follows:

Option 1: Contract Basis 12/15
Individual Specific Deductible \$350,000.00
Specific Maximum per Contract Period Unlimited
Single Premium \$33.01
Family Premium \$76.26
Annual Premium \$716,407.00

WHEREAS, FISHER BROWN BOTTRELL, on behalf of HCC, submitted a preliminary quote with one (1) option based on single enrollment of 799 and family enrollment of 437 as follows:

Option 2: Contract Basis 12/15
Individual Specific Deductible \$ 350,000.00
Specific Maximum Per Contract Period Unlimited
Single Premium \$26.93
Family Premium \$93.99
Annual Premium \$751,088.00

WHEREAS, FISHER BROWN BOTTRELL, on behalf of QBE, submitted a preliminary quote with one (1) option based on single enrollment of 799 and family enrollment of 437 as follows:

Option 3: Contract Basis 12/15
Individual Specific Deductible \$ 350,000.00
Specific Maximum Per Contract Period Unlimited
Single Premium \$30.98
Family Premium \$99.94
Annual Premium \$821,122.00

WHEREAS, Fisher Brown Bottrell, on behalf of Sun Life submitted a preliminary quote with one (1) option based on single enrollment of 966 and family enrollment of 564 as follows:

Option 4: Contract Basis 12/15
Individual Specific Deductible \$ 350,000.00
Specific Maximum Per Contract Period Unlimited
Single Premium \$35.51
Family Premium \$109.37
Annual Premium \$914,006.00

WHEREAS, Fisher Brown Bottrell, on behalf of Partner Re submitted a preliminary quote with one (1) option based on single enrollment of 799 and family enrollment of 437 as follows:

Option 5: Contract Basis 12/15
Individual Specific Deductible \$ 350,000.00
Specific Maximum Per Contract Period Unlimited
Single Premium \$44.01
Family Premium \$101.22
Annual Premium \$952,766.00

WHEREAS, FISHER BROWN BOTTRELL, on behalf of Berkley submitted a preliminary quote with one (1) option based on single enrollment of 799 and family enrollment of 437 as follows:

Option 6: Contract Basis 12/15
Individual Specific Deductible \$ 350,000.00
Specific Maximum Per Contract Period Unlimited
Single Premium \$36.69
Family Premium \$123.56
Annual Premium \$999,732.00

WHEREAS, Fisher Brown Bottrell, on behalf of Symetra submitted a preliminary quote with one (1) option based on single enrollment of 799 and family enrollment of 437 as follows:

Option 7: Contract Basis 12/15
Individual Specific Deductible \$ 350,000.00
Specific Maximum Per Contract Period Unlimited
Single Premium \$45.69
Family Premium \$130.01
Annual Premium \$1,119,848.00

WHEREAS, Fisher Brown Bottrell, on behalf of Swiss Re submitted a preliminary quote with one (1) option based on single enrollment of 799 and family enrollment of 437 as follows:

Option 8: Contract Basis 12/15
Individual Specific Deductible \$ 350,000.00
Specific Maximum Per Contract Period Unlimited
Single Premium \$48.03
Family Premium \$136.73
Annual Premium \$1,177,524.00

WHEREAS, the proposals were received through a Request for Quotes; and

WHEREAS, Fisher Brown Bottrell Insurance, Inc, is an independent insurance agency located at 248 East Capital Street Jackson, Mississippi and is an authorized brokerage firm for Berkshire Hathaway; and

WHEREAS, the Department of Human Resources recommends that the renewal proposal submitted on behalf of Berkshire Hathaway be accepted by the City of Jackson; and

WHEREAS, the best interest of the City of Jackson would be served by acceptance of renewal of the proposals submitted by Fisher Brown Bottrell on behalf of Berkshire Hathaway.

IT IS, THEREFORE, ORDERED that the Berkshire Hathaway renewal proposal received from Fisher Brown Bottrell Insurance for "specific excess risk" insurance for single and family coverage for active and retired city employees participating in the City's self-funded health insurance plan for the period January 1, 2024- December 31, 2024 be accepted.

IT IS FURTHER ORDERED that amounts not exceeding \$28.60 for single coverage participants and \$71.50 for family coverage participants be paid. The total premiums paid for the excess risk coverage for the 2024 plan year shall not exceed \$649,163.00.

IT IS FINALLY ORDERED that the Mayor is authorized to execute the necessary documents to effectuate said insurance subject to the documents containing only the terms set forth and accepted in this order regarding premiums and the duration of the relationship between Fisher Brown Bottrell.

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

President Banks recognized **Roderick Oliver, Human Resources Benefits Coordinator**, and **Angela White, Fisher, Brown and Bottrell**, who provided a brief overview of said item.

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

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

President Banks requested that Agenda Items No. 47 be moved forward on the Agenda. Hearing no objections, the Clerk read the following:

ORDER AUTHORIZING THE MAYOR TO EXECUTE A MEMORANDUM OF UNDERSTANDING WITH THE MISSISSIPPI TRANSPORTATION COMMISSION, THROUGH THE MISSISSIPPI DEPARTMENT OF TRANSPORTATION TO PROVIDE INMATE LABORERS FOR WORK ON THE STATE HIGHWAY SYSTEM PURSUANT TO 65-1-8(2)(u).

WHEREAS, the City of Jackson wishes to enter into an agreement with the Mississippi Transportation Commission (“MTC”) through the Mississippi Department of Transportation (“MDOT”) to provide inmate laborers to clean up state highways located in Jackson; and

WHEREAS, the MTC” through “MDOT” is charged with the construction and maintenance of the State Highway System; and

WHEREAS, the City of Jackson is a Mississippi Municipal Corporation; and

WHEREAS, pursuant to Miss. Code Ann. Section 21-21-1, the Chief of Police is the chief law enforcement officer for the City of Jackson and is charged with the control and supervision of all police officers employed by the municipality; and

WHEREAS, pursuant to Miss. Code Ann. Section 19-25-67, the Sheriff shall keep the peace within his county and shall pursue, apprehend, and commit to jail all persons charged with treason, felony, or other crimes; and

WHEREAS, pursuant to Miss. Code Ann. Section 47-1-9, in Hinds County, where it is clearly more advantageous to the county to work the county convicts or some of them on the public roads of the county, the board of supervisors shall have the authority so to order, and in such cases the board shall establish all proper regulations for the working, guarding, safekeeping, clothing, housing and subsistence of convicts while so working, and shall provide all the necessary equipment for such purpose; and

WHEREAS, pursuant to Miss. Code Ann. Section 47-1-19, any county-housed state inmate or county prisoner or prisoners in working on the public roads or on any other work, which work must be of an exclusively public character, shall be under exclusive official control and management; and

WHEREAS, pursuant to Miss. Code Ann. Section 65-1-8(2)(u) the MTC is authorized to

- (1) Request and accept the use of persons convicted of an offense, whether a felony or a misdemeanor, for work on any road construction, repair or other project of the Transportation Department.
- (2) Request and accept the use of persons who have not been convicted of an offense but who are required to fulfill certain court-imposed conditions pursuant to Section 41-29-150(d)(1) or 99-15-26, Mississippi Code of 1972, or the Pretrial Intervention Act, being Sections 99-15-101 through 99-15-127, Mississippi Code of 1972.
- (3) To enter into any agreements with the Department of Corrections, the State Parole Board, any criminal court of this state, and any other proper official regarding the working, guarding, safekeeping, clothing and subsistence of such persons performing work for the Transportation Department; and

WHEREAS, the City, the Chief of Police, the Hinds County Sheriff and MTC desire to adopt guidelines under which the Sheriff can provide guarded inmates to the MTC; and

WHEREAS, it is in the best interest of the City of Jackson to authorize the mayor to enter into this memorandum of understanding.

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute an agreement with the MTC, MDOT and any other necessary agreements with Hinds County to provide inmate laborers to clean up state highways located in Jackson.

Vice President Lee moved adoption; Council Member Lindsay seconded.

President Banks recognized Catoria Martin, City Attorney and Mayor Chokwe Antar Lumumba, who provided a brief overview of said item.

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

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

ORDER AUTHORIZING THE MAYOR ACCEPT AN AWARD MODIFICATION FROM THE STATE OF MISSISSIPPI, DEPARTMENT OF PUBLIC SAFETY, AND DIVISION OF PUBLIC SAFETY PLANNING FOR CORONAVIRUS EMERGENCY SUPPLEMENTARY FUNDS (CESF) IN THE AMOUNT OF \$15,000.00 FOR THE JACKSON POLICE DEPARTMENT.

WHEREAS, Section 21-17-10 of the Mississippi Code authorizes the governing authority of any municipality to receive, expand and administer any grant, in accordance with and as may be authorized by any federal law, rule, or regulation creating, establishing or providing for any program, activity or service; and

WHEREAS, City of Jackson has been granted an award modification by the State of Mississippi, Department of Public Safety, and Division of Public Safety Planning for Coronavirus Emergency Supplemental Funds (CESF); and

WHEREAS, an Award Modification for Grant 20LX219 from the Edward Byrne Memorial Justice Assistance Grant has been awarded to the Jackson Police Department; and

WHEREAS, the City of Jackson’s law enforcement agency is eligible to receive funds; and

WHEREAS, the purpose of the funding is to provide the Jackson Police Department with additional PPE, because of the day-to-day hazards and to ensure a safe and healthy workplace for our employees; and

WHEREAS, the safety of children residing within the City of Jackson constitutes a municipal affair, and

WHEREAS, the award modification has been approved by the State of Mississippi, Department of Public Safety Division of Public Safety Planning in the amount of \$15,000; and

WHEREAS, no match will be required of this award and that the best interest of the City would be served by accepting this modification.

IT IS, THEREFORE, ORDERED that the Mayor shall be authorized to accept and execute award acceptance documents required for receipt of the funds without further order of the Council.

Council Member Stokes moved adoption; Council Member Hartley seconded.

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

ORDER AUTHORIZING THE MAYOR TO ENTER INTO A FINANCING AGREEMENT WITH HUNTINGTON FINANCE TO FINANCE THE PURCHASE OF BODY WORN CAMERAS, IN CAR CAMERAS, EQUIPMENT, AND CLOUD STORAGE FROM METRIX SOLUTIONS.

WHEREAS, on August 15, 2023, the governing authorities for the City of Jackson authorized the procurement of body worn cameras, in-car cameras, equipment, and cloud storage pursuant to GSA Contract # 47QTCA19D00MM; and

WHEREAS, in the action taken on August 15, 2023, the governing authorities stated that it would reserve approving the financing of the body worn cameras, equipment, and cloud storage until such time that it received information on the terms and conditions of financing; and

WHEREAS, the cost of the items authorized to be purchased is \$1,140,951.98; and

WHEREAS, the Jackson Police Department recommends that the procurement be financed; and

WHEREAS, pursuant to Section 31-7-13(e) of the Mississippi Code, a municipality may acquire equipment and related software by lease purchase agreement from a third-party source after having solicited and obtained two (2) written competitive bids for such financing without advertising for the bids at any time before the purchase thereof; and

WHEREAS, the Jackson Police Department received a quote from Huntington Finance related to the purchase of the equipment, supplies, and cloud storage containing the following terms: Four annual payments as follows:

Payment Due Date	Amount of Payment
October 1, 2023	\$200,000.00
October 1, 2024	\$342,085.00
October 1, 2025	\$342,085.00
October 1, 2026	\$342,085.00
TOTAL	\$1,226,255.00

WHEREAS, the financing proposal from Huntington indicated that it was indexed against like-term as of the date of the proposal (3 yr., 4.28 percent) if acceptance is received within thirty (30) days; and

WHEREAS, the proposal contained a fixed \$1.00 purchase at the end of the initial term; and

WHEREAS, the Jackson Police Department received a second written quote from Fleetwood Finance Leasing, LLC related to the purchase of the equipment, supplies, and cloud storage containing the following terms:

Payment Due Date	Amount of Payment
October 1, 2023	\$200,000.00
October 1, 2024	\$364,000.00
October 1, 2025	\$364,000.00
October 1, 2026	\$364,000.00

WHEREAS, the financing proposal from Fleetwood included a \$1.00 buy option; and

WHEREAS, the Jackson Police Department recommends that the proposal of Huntington Finance be accepted because the amount of interest to be paid will be lower.

IT IS HEREBY ORDERED that the Mayor is authorized to execute an agreement with Huntington Finance for the lease-purchase financing of the equipment, related supplies, and cloud storage from Metrix Solutions.

IT IS HEREBY ORDERED that the terms of the lease-purchase financing shall be as follows:

October 1, 2023	\$200,000.00
October 1, 2024	\$342,085.00
October 1, 2025	\$342,085.00
October 1, 2026	\$342,085.00
TOTAL	\$1,226,255.00

IT IS HEREBY ORDERED that pursuant to Section 31-7-13(e), no lease purchase agreement shall be for an annual rate of interest which is greater than the overall maximum interest rate to maturity on general obligation indebtedness permitted under Section 75-17-101, and the term of the lease-purchase agreement shall not exceed the useful life of the equipment covered thereby as determined according to the upper limit of the asset depreciation range guidelines for the class Life Asset Depreciation Range System established by the Internal Revenue Service or comparable depreciation guidelines with respect to any equipment not covered by ADR guidelines.

IT IS HEREBY ORDERED pursuant to Section 31-7-13 (e) that the lease-purchase agreement entered into shall contain an annual allocation dependency clause substantially similar to the following:

“The continuation of each equipment schedule to this agreement is contingent in whole or in part upon the appropriation of funds by the governing authorities of the City of Jackson to make the lease-purchase payments required un such equipment schedule. If the governing authorities of the City of Jackson fail to make appropriate sufficient funds to provide for the continuation of the lease-purchase payments under any such equipment schedule, then the obligations of the City to make such lease-purchase payments and the corresponding provisions of any such equipment schedule to this agreement shall terminate on the last day of the fiscal year for which the appropriations were made.

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

President Banks recognized **Juan Gray, Grants Division of the Jackson Police Department**, who provided a brief overview of said item.

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

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

Nays – None.

Absent – None.

ORDER AUTHORIZING THE MAYOR TO ACCEPT AND EXECUTE GRANT AGREEMENT WITH THE MISSISSIPPI OFFICE OF HIGHWAY SAFETY FOR OCCUPANT PROTECTION DUI AND DISPATCHER TRAFFIC SERVICES.

WHEREAS, Section 21-17-1(10) of the Mississippi Code contains the following language: *The governing authority of any municipality may perform and exercise any duty, responsibility or function, may enter into agreements and contracts, may provide and deliver any services or assistance, and may receive, expend and administer any grants, gifts, matching funds, loans or other monies, in accordance with and as may be authorized by any federal law, rule or regulation creating, establishing or providing for any program, activity or service;* and

WHEREAS, an application for funding was submitted to the Mississippi Office Highway Safety for funding for the performance period October 1, 2023- September 30, 2024 for a program titled *Occupant Protection, Police, DUI Officers and Dispatcher Traffic Services;* and

WHEREAS, the City of Jackosn was approved to receive the sum of \$150,679.00 in funding for the program; and

WHEREAS, the sum of \$141,804.00 of the funding must be used for personal services - salary; and

WHEREAS, the remaining sum of \$8,875.00 must be used for equipment; and

WHEREAS, the Jackson Police Department anticipates purchasing speed detection equipment with the \$8,875.00 in funds allocated; and

WHEREAS, the sum of \$129,920.00 will be used to compensate officers for regular or overtime *beyond* the normal work hours; and

WHEREAS, the sum of \$5,484.00 is allocated for the regular or overtime compensation of a grant manager above and beyond normal work hours; and

WHEREAS, the sum of \$6,400.00 is allocated for the regular or overtime compensation of dispatchers above and beyond the normal work hours; and

WHEREAS, the grant agreement requires the City to conduct not less than 87 checkpoints during a quarter; and

WHEREAS, the grant agreement requires the City to conduct not less than 100 saturation patrols during a quarter; and

WHEREAS, the State has the right to monitor and pre-audit any and all claims presented for reimbursement; and

WHEREAS, a Final Closeout Report and Reimbursement Claim with required documentation must be received by the Mississippi Office of Highway Safety on or before November 15, 2024; and

WHEREAS, equipment must be ordered within ninety days of project implementation; and

WHEREAS, property records must be maintained that include a description of the property, a serial number or other identification number, the source of the property, title holder, acquisition date, and cost; and

WHEREAS, the grant requires the City to adhere to the Buy America requirement when purchasing items using federal funds; and

WHEREAS, the City will be required to engage in three (3) enforcement blitz periods during Christmas/New Year's, Memorial Day and Labor Day by conducting checkpoints and/or saturation patrols; and

WHEREAS, the City must engage in two sustained enforcement blitz periods during Super Bowl Sunday, the 4th of July, and any additional sustained enforcement periods coordinated by the Mississippi Office of Highway Safety by conducting checkpoints and/or saturation patrols during the state campaigns; and

WHEREAS, no matching funds are required for receipt of the funding; and

WHEREAS, a secondary signatory official is also required by the agreement; and

WHEREAS, best interest of the City of Jackson would be served by authorizing the Mayor to accept and execute award documents and the grant agreement.

IT IS, THEREFORE, ORDERED that the Mayor shall be authorized to execute the grant agreement with the Mississippi Office of Highway Safety.

IT IS, THEREFORE, ORDERED that the Mayor shall be authorized to designate a secondary signatory official.

IT IS, THEREFORE, ORDERED that the Mayor shall be authorized to perform those acts necessary and required to comply with the terms of the grant agreement.

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

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

Nays – None.

Absent – None.

ORDER AUTHORIZING THE MAYOR TO EXECUTE MASTER SERVICES AGREEMENT WITH BODE CELLULAR FORENSICS, INC. ("BODE") TO PROVIDE FORENSIC DNA TESTING RELATED TO CASES ALLEGING SEXUAL ASSAULT.

WHEREAS, the Jackson Police Department is a law enforcement agency which on occasion receives reports of the commission of sexual assault crimes; and

WHEREAS, analyzing and matching DNA evidence obtained from sexual assault kits, crime scenes or other sources is essential to the prosecution of suspects alleged to have committed crimes related to sexual assault; and

WHEREAS, Bode Cellmark Forensics, Inc., whose address is 10430 Furnace Road, Ste 107, Lorton, Virginia 22079 presented a Master Services agreement to the Jackson Police Department for services related to collecting, analyzing, and reporting DNA; and

WHEREAS, the Jackson Police Department recommends that the City of Jackson execute a Master Services Agreement with BODE for the performance of services which include but are not limited to (1) analyzing and determining the presence or absence of DNA from samples; (2) collection of DNA samples; (3) comparison of DNA samples from suspect and assault victims; (4) reporting the results (5) submitting possible DNA matches or hits to the Combined DNA Index System (CODIS).

IT IS, THEREFORE, ORDERED that the Mayor shall be authorized to execute a Master Services Agreement with Bode containing the following provisions:

Contract Number: JACKSONPD-2023

Master Services Agreement

This Master Services Agreement (the "Agreement") is entered into this ____ day of _____, 2023 (the "Effective Date"), by and between Bode Cellmark Forensics, Inc. ("Bode"), (Insert address) and JACKSON POLICE DEPARTMENT ("Client"), (Insert address). Bode and Client may be alternately referred to herein as "party," individually, and "parties," collectively.

ARTICLE I - PURPOSE:

Client desires to engage Bode to render certain professional Services and Deliverables, as those terms are hereafter defined; and Bode desires to render such Services and Deliverables under the terms and conditions of this Agreement.

The term "Services" means those forensic DNA Services, and other related Services that Client may request, and Bode may agree to provide from time to time.

The term "Deliverables" means any Case Report or other material that Client may request and Bode may agree to provide from time to time.

The parties have determined that the Services required by Client will vary in scope, Deliverables, requested personnel (including subcontractors) and performance period, and that such Services may occur from time to time, at Client's request, throughout the term of this Agreement. To accommodate each request for Services, Client will issue to Bode a completed "Batch Manifest" that will identify in detail each expected service request and the associated requirements. A sample Batch Manifest is shown in Exhibit A, attached hereto and incorporated herein by reference.

ARTICLE II - PAYMENT AND OTHER EXPENSES:

2.1 Prices are defined in Exhibit B and are valid for the term of this contract. Batch Manifests submitted to Bode must reference the corresponding quotation number or contract number in order to receive the quoted price. Client agrees to pay Bode the total amount specified for the performance of the Services described in a Batch Manifest. Unless otherwise indicated, prices do not include travel nor shipping.

2.2 Bode will be paid the amount as specified in this Agreement for the Services provided. Bode will invoice Client for the Services based on the amounts recited in Exhibit B associated with the Services. The invoice will contain a reasonable and sufficient explanation or itemization of the Services rendered under an associated Batch Manifest. Client will pay Bode within thirty (30) but no later than forty-five days of the date of Bode's invoice, unless otherwise specified in the Batch Manifest.

2.3 Bode reserves the right to assess a late fee equal to one and one-half percent (1.5%) per month or, if lower, the maximum amount permitted by applicable law, on all amounts not paid when due, calculated on a daily basis beginning with the first day following the invoice due date. Any check or remittance received from or for the account of Client may be accepted and applied by Bode against any indebtedness owing by Client, without prejudice to, or the discharge of, the remainder of any such indebtedness regardless of any condition, provision, statement, legend or notation appearing on, referring to or accompanying any check or remittance.

2.4 If Client desires to change or modify the Services in any Batch Manifest, Client will so advise Bode, in writing. If such a change or modification appears to substantially change the Services as recited in a Batch Manifest, Bode and Client will negotiate in good faith an addendum to the Batch Manifest; provided that, the terms and conditions of the addendum are mutually agreeable and expressed as a writing signed by both parties hereto.

2.5 Client will be liable for any and all fees (including any sales, customs, import or the like taxes) levied by any local, state, country or international taxing government authority as applicable to the receipt of Services or Deliverables hereunder, and Bode will be entitled to invoice for such fees as such fees occur during or following the Term, as defined in Article III herein. Client will include such taxes with the payment or provide Bode with the appropriate information or documentation to support exemption from such taxes. Client will have no other or further liability to Bode with respect to any tax, duty, levy or like imposition for which Bode may be liable as a result of the supply of the Services or Deliverables.

2.6 Unless otherwise provided in this Agreement, Client will not be liable for any other expenses, costs or fees incurred by Bode in the performance of Services under a Batch Manifest other than those specifically identified herein or therein.

ARTICLE III - TERM:

3.1 The "Term" of this Agreement will be for a period of twelve (12) months from the Effective Date, unless earlier terminated under the termination provisions of Article VIII.

3.2 Subject to prior approval by the governing authorities by the City of Jackson the parties may extend, upon mutual written agreement, the Term of this Agreement for two, one-year extension periods, as mutually determined by the parties, under the same terms and conditions as recited herein, however pricing may be revised prior to the exercise of each extension period.

3.3 It is understood by the parties that a Batch Manifest or service request may be terminated independently of this Agreement, and that a termination of one or more Batch Manifests or service requests does not result in termination of this Agreement, unless this Agreement is terminated as specified in Article VIII.

ARTICLE IV - SHIPMENT AND DELIVERY:

4.1 Except as otherwise provided in this Agreement, Client will bear all shipping and transport expenses.

4.2 Results and report dates are estimated as accurately as possible at the time orders are placed, unless Bode has given an expressly binding commitment. Reports are sent via email to the contact listed on the Batch Manifest. The case file will be provided upon request.

ARTICLE V - BODE'S REPORTING, DELIVERABLES, AND ENGAGEMENT OF SUBCONTRACTORS:

5.1 Bode will report to Client's Point of Contract, which will be identified in writing to Bode via the Batch Manifest.

5.2 Bode will provide to Client the Deliverables based on a schedule as specified in each Batch Manifest. If Client requires any other items, material, devices, software, documents, studies, data, analysis or reports which will be considered additional Deliverables, the creation and provision of such additional Deliverables will be the subject of a Batch Manifest as specified above in Paragraph 2.4.

5.3 Client acknowledges that Bode will be entitled to engage subcontractors to perform certain Services described in a Batch Manifest, which subcontractor will be under terms and conditions commensurate with this Agreement.

ARTICLE VI - CONFIDENTIAL AND/OR PROPRIETARY INFORMATION:

6.1 All non-public, confidential, or proprietary information of the parties ("Confidential Information"), including but not limited to specifications, samples, designs, plans, drawings, documents, data, business operations, customer lists, pricing, manuals, discounts or rebates, that the disclosing party discloses to the receiving party, whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and regardless of whether marked, designated, or otherwise identified as "confidential," in connection with the Agreement is confidential, solely for the use of performing the Agreement, the Deliverables, or the Services, and may not be disclosed or copied unless authorized in advance by the disclosing party in writing. Upon the disclosing party's request, the receiving party will promptly return all documents and other materials received from the disclosing party.

6.2 In the event the receiving party or anyone to whom the receiving party supplies the Confidential Information receives a request under the terms of a subpoena or order issued by, or in conjunction with litigation pending in, a court of competent jurisdiction or a governmental body, to disclose all or any part of the Confidential Information, the receiving party agrees, to the extent lawful, to (i) promptly notify the disclosing party of the existence, terms, and circumstances surrounding the request; (ii) cooperate and consult with the disclosing party on the advisability of taking legal steps to resist, narrow the scope of, or limit the disclosure of such Confidential Information; (iii) if disclosure of such Confidential Information is required, furnish only that portion of the Confidential Information that, in the opinion of its counsel, the receiving party is required to disclose; and (iv) use its best efforts to enable the disclosing party, at its own expense, to obtain a protective order or other reliable assurance that confidential treatment will be accorded to the disclosed Confidential Information that the disclosing party so identifies.

6.3 This Article VI does not apply to information that is: (i) in the public domain; (ii) known to the receiving party at the time of disclosure; or (iii) rightfully obtained by the receiving party on a non-confidential basis from a third party.

ARTICLE VII - INTELLECTUAL PROPERTY/ ACKNOWLEDGMENTS:

7.1 Intellectual Property is defined as any of Bode's Confidential Information as well as ideas, concepts, know-how, techniques, methods, processes, research, developments, software, in whatever form, documents, apparatus, devices, work products or expressions, having either patent, copyright, trade secret, maskwork or any other proprietary right, whether statutory or common law, associated therewith, which are developed, created or generated by Bode, either solely or jointly, during the Term of this Agreement and/or in the performance of Services under each Batch Manifest, and/or which arise under or relate to Bode's Confidential Information.

7.2 In the event that Intellectual Property is created, is generated, arose under, is related to or resulted from, as described above in Paragraph 7.1, Client acknowledges that the Intellectual Property, therein or associated therewith, will be held by, vested in and owned entirely by

Bode. Client will execute, without additional consideration, all documents reasonably required to confirm Bode's ownership of such Intellectual Property and to secure protection thereon for Bode. Client acknowledges that this Agreement and the Services rendered under any Batch Manifest will not be construed as a "work for hire" or, in the alternative, as applicable, the generation and/or development of a work product will not be solely for the benefit and ownership of Client. Further, all associated and underlying Intellectual Property in any and all work products will solely vest in and be for the benefit and ownership of Bode; and as a result Client hereby assigns, transfers and conveys all rights, title and interests therein from Client to Bode, and this document will be considered to confirm such assignment, transfer and conveyance. In the event Client is unavailable or uncooperative after exercising reasonable efforts to obtain Client's signature to execute such additional required documents to confirm assignment, transfer and conveyance of the foregoing Intellectual Property, Client appoints Bode as its agent for the purpose of effectuating such confirmation of ownership and transfer of right, title and interest described herein, and to execute documents on behalf of Client to confirm such assignment, transfer and conveyance.

7.3 The Deliverables as described in the Batch Manifest will be delivered to Client subject to Article XIII, and Client will not in any way or manner, either by the inclusion of a corporate name, logo, copyright, marking, trademark or the like, in combination or otherwise, indicate that Client is the source, creator, generator or originator of any such Confidential Information related to the Confidential Information, Deliverables or holder or owner of associated Intellectual Property.

7.4 It is understood by Bode that Client will retain all rights, title and interests in any proprietary technology, including but not limited to, existing software or applications in Client's possession prior to the Effective Date hereof, and utilized by Bode in performing the Services under any Batch Manifest. However, if any portion of the Deliverables contains any of the foregoing, Client grants to Bode a worldwide, non-exclusive, irrevocable, royalty-free, fully paid-up, transferable, sub-licensable, perpetual license to use, in any manner, reproduce, modify, improve and prepare derivative works of the foregoing, in connection with performing the Services under this Agreement so as to provide the Deliverables. This Paragraph 7.4 will survive termination of this Agreement.

7.5 The parties acknowledge that in the event the Deliverables contemplate significant and material development work, the parties will describe in more detail the obligations associated therewith under a Batch Manifest. Also, the need for applicable separate agreements, such as support and maintenance for the development once completed will be provided apart from this Agreement.

ARTICLE VIII - TERMINATION:

8.1 This Agreement may be terminated, with or without cause, by either party with ninety (90) days prior written notice to the other party. No payments will be owed by Client to Bode for Services rendered under all validly executed and in-progress Batch Manifests after the date of termination, except that Bode will be permitted to wind up any work in progress up to thirty (30) days following the date of termination.

8.2 In the event of termination of this Agreement either as provided herein or upon expiration of this Agreement: (i) all Services will terminate thirty (30) days following the date of termination; (ii) the receiving party will promptly return all copies of Confidential Information to the disclosing party; (iii) any Deliverables, in progress, whether or not complete, will be delivered, subject to the license provisions as recited under Article VII, Paragraph 7.4 and Article XIII, by Bode to Client if all amounts due and payable have been paid to Bode as provided hereunder; and (iv) Bode will submit a final invoice and receive payment as provided for under any and all Batch Manifests validly executed and in-progress in accordance with Article II.

8.3 Individual Batch Manifests may be terminated without terminating this Agreement based on the discretion of each party relative to the Services rendered under a particular Batch Manifest, subject to the obligations recited under Paragraph 8.2.

8.4 In the event a party breaches this Agreement, the aggrieved party will provide written notice of such breach (identifying the nature of the breach) to the breaching party and the breaching party

will have a reasonable opportunity to cure (not to exceed ten (10) days) such breach to the non-breaching party's reasonable satisfaction. In the event the breach is not promptly cured, then either party may elect to terminate the Agreement immediately.

ARTICLE IX - USE OF NAMES/NON-SOLICITATION:

9.1 During the Term and following the termination of this Agreement, neither party will use the name of the other party, or the name of any of its subsidiaries or affiliated entities, in any advertising, literature or other publication material or as a reference unless the party seeking to do so seeks written permission from the other party, except that Bode may list Client on its customer list in any marketing materials, and collaterals and in any advertising medium. In addition, neither party will refer to any employee of the other without written permission to do so from the other party. This Paragraph 9.1 will survive termination of this Agreement.

9.2 Neither party will, directly or indirectly, solicit for employment, or advise or recommend to any other person that they solicit for employment, any employee or consultant of the other, who was connected with this Agreement or the Services specified in any and all such Batch Manifests, during the Term of this Agreement and for a period of one (1) year after termination and/or expiration of this Agreement.

ARTICLE X - WARRANTIES/ACCEPTANCE:

10.1 Bode represents and warrants to Client that it is an independent contractor that makes its services available to the general public, that it has its own regular place of business and that it maintains its own set of books and records, which reflect all items of income and expense of its business and trade. Bode will operate as an independent contractor and will not represent itself to be the agent, employee, partner or joint venturer of Client, nor will Client represent itself to be the agent, employee, partner or joint venturer of Bode. Neither party will obligate the other party in any manner, nor cause the other party to be liable under any contract or under any other type of commitment.

10.2 Bode represents and warrants that the Services performed in connection with each Batch Manifest issued hereunder will be of a professional quality.

10.3 Bode represents and warrants that the Deliverables developed, created and provided under the Batch Manifests will be original works, and that any third-party material that is included in any such Deliverables will be provided to Client with the same rights as provided under such third-party obligations, and Bode will not grant any greater rights than provided by such third party.

10.4 If applicable, and as more particularly recited in or as addressed under a Batch Manifest, Bode will provide the Deliverables, identified under each Batch Manifest, for acceptance by Client. Except where otherwise recited in a Batch Manifest, such acceptance must occur within ten (10) days following the date of delivery of the Deliverables under the relevant Batch Manifest. During such ten (10) days, if Client identifies any problems or non-conformance, Client will notify, in writing, Bode of such problem or non-conformance, and Bode will be permitted thirty (30) days to correct and remedy the problem or non-conformance. Thereafter, Bode will provide a new or corrected Deliverable and the acceptance procedure will start again as provided herein. If Client fails to provide acceptance within such ten (10) days, the Deliverable will be deemed accepted under the acceptance criteria provided herein. If Client substantially modifies, without Bode's authorization, the Deliverable prior to acceptance, then acceptance will likewise be deemed to have occurred.

ARTICLE XI - LIMITATION OF LIABILITY AND REMEDY:

11.1 Bode represents and warrants that the Services performed in connection with each Batch Manifest issued hereunder will be of a professional quality.

11.2

ARTICLE XII - INTENTIONALLY DELETED

ARTICLE XIII - No License:

13.1 Unless otherwise set forth in this Agreement, the sale of any Deliverables or rendering of Services will not confer upon Client any license, express or implied, under any patents, trademarks, trade name or other proprietary rights owned or controlled by Bode; it being specifically understood and agreed that all such rights are reserved to Bode.

ARTICLE XIV - OTHER:

14.1 The parties will comply with all applicable laws, rules, and regulations of the State of Mississippi.

14.2 Neither party will be deemed to have breached this Agreement by reason of delay or failure in performance resulting from causes beyond the control, and without the fault or negligence, of the party. Such causes include, but may not be limited to, an act of God, an act of war, riot, epidemic, fire, flood or other disaster. This Agreement will terminate, as provided under Article VIII, if such delay or failure persists for thirty (30) consecutive days and there is no foreseeable remedy or cure available.

14.3 With regard to the subject matter recited herein, this Agreement, any exhibits, any agreements referenced herein, and any addenda or amendments added hereto, comprise the entire understanding of the parties hereto and as such supersedes any oral or written agreement. In the event of a conflict between this Agreement and any other written agreement between the parties specifically covering the same Services or Deliverables, the terms and conditions of such agreement will prevail to the extent of such conflict. A conflict between the terms set forth herein and those set forth in a written Batch Manifest will be resolved in favor of the Batch Manifest. Notwithstanding the above, this Agreement will prevail over any differing or additional terms and conditions proposed by Client, including, without limitation, those contained in any invoice.

14.4 This Agreement will not be modified or amended except by writing signed by both parties. The signatories below acknowledge that the signatories are authorized to bind each party. All requirements for notices hereunder must be in writing. The parties further acknowledge that facsimile signatures or signatures in PDF format are fully binding and constitute a legal method of executing this Agreement.

14.5 If any of the provisions of this Agreement are declared to be invalid, such provisions will be severed from this Agreement and the other provisions hereof will remain in full force and effect.

14.6 Neither party will transfer, assign or hypothecate, in whole or in part, this Agreement or any rights or obligations hereunder, provided that Bode may hire or engage one or more subcontractors to perform certain Services pursuant to Paragraph 5.3 herein. In the event of any permitted assignment or transfer of this Agreement or the obligations under this Agreement, the parties agree that such obligations will be binding upon the assigning or transferring party's executors, administrators and legal representatives, and the rights of assignor or transferor will inure to the benefit of assignee or transferee.

14.7 Client warrants that all access to and users of the Deliverables are authorized users of Client.

14.8 The Agreement may be executed in one or more counterparts, each of which will be deemed to be a duplicate original, but all of which, taken together, will be deemed to constitute a single instrument.

14.9 In connection with a U.S. Government Licensee, the Deliverable and any associated documentation qualify as "commercial items" as that term is defined at Federal Acquisition Regulation ("FAR") 48 CFR 2.101, consisting of "commercial computer software" "and "commercial computer documentation" as such items are used in FAR 12.212, Consistent with FAR 12.212 and Department of Defense FAR (DFAR) Supp. 227.7202-1 through 227.7202-4, and notwithstanding any other FAR or other contractual clause to the contrary in any agreement into which this Agreement may be incorporated. U.S. Government Licensee will acquire the Deliverables and associated documentation with only those rights set forth in this Agreement. Further, any U.S. Government download, access and use of the Deliverables and associated documentation constitutes the U. S. Government's acknowledgement that the

Deliverables and associated documentation are “commercial computer software” and “commercial computer software documentation.” As applicable and so marked with respect to the Deliverables and associated documentation, the U.S. Government will acquire the Deliverables and related documentation with at least applicable Limited Rights and Restricted Rights as defined under the relevant and applicable FARs and DFARs.

14.10 This Agreement is governed by and construed and interpreted in accordance with the laws of the State of Mississippi. Any claim or dispute associated with or arising out of this Agreement will be resolved exclusively by a court of competent jurisdiction in the State of Mississippi.

14.11 NOTICES Any notice required to be given pursuant to the terms and provisions hereof shall be in writing and shall be sent by certified or registered mail to BODE at:

Bode Cellmark Forensics, Inc.
10430 Furnace Road, Suite 107
Lorton, VA 22079
Attn: Contract Department

and to CLIENT at:

Jackson Police Department
Address
City, State, Zip code
Attn:

Accepted and agreed to by the duly authorized signatories below:

BODE:

By: _____
_____,
its authorized agent

CLIENT:

By: _____
_____,
its authorized agent

EXHIBIT A



Case Submission Form

Bode Technology
10430 Farnham Rd. Ste 107
Lorton, VA 22079
Phone: 866-263-3443
Fax: 703-646-9741
bode.services@bode-tech.com
www.bode-tech.com

Bode Technology Case Number (To be filled out by Lab): _____

Submitting Agency Reference/ Case Number: _____

Before Bode Technology can begin processing your case, this form must be filled out in its entirety. Please submit either along with the evidence or directly to Technical Services. Prior to submitting a case, please call Technical Services at 703-646-9740 x767 or toll free at 866-263-3443 x767

Submitting Agency: _____ Date: _____

Billing Information:	Method of Payment:
Name:	<input type="checkbox"/> Purchase Order #:
Agency:	<input type="checkbox"/> Contract #:
Address:	<input type="checkbox"/> Credit Card: call 866-263-3443 x767 to provide
City/State/Zip:	<input type="checkbox"/> Other:
Office Number:	
Fax Number:	
Email:	
Quote Number:	

Report Mailing Address:	Evidence Return:
<small>Where the report will be sent. Note: FedEx cannot deliver to PO boxes.</small>	<small>All evidence and generated extracts will be returned to the address following the delivery of the case report, unless otherwise specified.</small>
Name:	Name:
Agency:	Agency:
Address:	Address:
City/State/Zip:	City/State/Zip:
Office Number:	Office Number:
Fax Number:	Fax Number:
Email:	Email:

Authorized Point of Contact:	Additional Point of Contact:
Name:	Name:
Agency:	Agency:
Title:	Title:
Office Number:	Office Number:
Cell Number:	Cell Number:
Fax Number:	Fax Number:
Email:	Email:

I hereby certify that the information provided on this Case Submission Form is accurate to the best of my knowledge. I understand that I will be charged for services according to the pricing that I have received.

Point of Contact Print Name _____

Point of Contact Signature _____

Date _____

EXHIBIT B



Jackson Police Department
 March 30, 2023
 Quote 0721-099GSA

Terms and Conditions

The pricing and scope of work attached is valid until June 30, 2023 unless entered into a contract. Terms of payment are Net-30 directly billed to the Client. All testing at Bode is subject to our [Terms and Conditions](#).

Standard Turnaround Time for STR analysis: TBD

DNA Analysis

Item Name	Description	GSA Price	10% Discount (> 10 Samples Submitted)
S11E01 STR DNA analysis - Non-Differential Evidence Sample	DNA analysis for one prescreened non-differential evidence sample.	\$1426.80 per sample	\$1,284.12 per sample
S11S01 STR DNA analysis - Differential Evidence Sample	DNA analysis for one prescreened differential evidence sample.	\$1653.90 per sample	\$1,488.51 per sample
Q11D01 DNA analysis- Stop at Quant	Samples stopped at quantification step.	\$834.36 per sample	\$750.92 per sample
S11R01 DNA analysis- Reference Sample	DNA analysis (autosomal STR) for one reference sample (blood card or buccal swab)	\$839.29 per sample	\$755.61 per sample

Testimony

Item Name	Description	Price
E11W02 Expert Witness Fee (Hourly)	Testimony charges are assessed for all time Analyst is not at work (to include travel time)	\$345.59 per hour per analyst plus travel expenses
Expert Witness Fee (Video)	Expert witness fee per hour for testimony via video feed.	\$345.59 per hour per analyst

Additional Services

Item Name	Description	Price
E11C02 Comparison to a Previously Generated DNA Profile - Minimum 1 hour	Comparison when a reference standard is submitted after evidence is reported, requiring an additional report.	\$345.59 per hour



Jackson Police Department
March 30, 2023
Quote 0721-099GSA

Rush Surcharges

Item Name	Description	Price
^Forensic Biology, STR, Y-STR, miniSTR Analysis	5 Business Days (1 week)	300% per sample
^Forensic Biology, STR, Y-STR, miniSTR Analysis	10 Business Days (2 weeks)	150% per sample
^Forensic Biology, STR, Y-STR, miniSTR Analysis	20 Business Days (3 weeks)	75% per sample

^Expedited Service availability must be confirmed by Bode Cellmark prior to submitting evidence. These fees are in addition to processing charges.

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

President Banks recognized **Jacquelyn Gardner**, Supervisor of Forensic Crime Lab, who provided a brief overview of said item.

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

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

There came on for consideration, Agenda Item No. 20:

ORDER REVISING THE FISCAL YEAR 2023 BUDGET OF THE CITY OF JACKSON DEPARTMENT OF INFORMATION TECHNOLOGY. President Banks stated said item would be held until later in the meeting.

ORDER RATIFYING PAYMENT TO PEOPLE’S PLACE ENTERPRISE, LLC, FOR THE REMOVAL AND HAULING-AWAY OF DEBRIS OF THREE (3) FALLEN TREES FROM THE PETE BROWN GOLF COURSE THAT OCCURRED AFTER DAMAGING STORMS IN JULY 2023.

WHEREAS, Section 21-17-5 of the Mississippi Code authorizes municipalities to adopt orders concerning municipal affairs, finances, and property which is not inconsistent with the Mississippi Constitution of 1890, the Mississippi Code of 1972, or any other statute or law of the State of Mississippi; and

WHEREAS, the authority granted to governing authorities of municipalities pursuant to Section 21-17-5 of the Mississippi Code is complete without reference to any specific authority granted in any other statute or law of the State of Mississippi; and

WHEREAS, People’s Place Enterprise, LLC, (People’s Place Enterprise) has been registered with the Mississippi Secretary of State since September 25, 2017, and is currently in good standing; and

WHEREAS, People’s Place Enterprise has a Certificate of Liability Insurance on file and has done work for the City of Jackson Parks and Recreation Department in the past; and

WHEREAS, damaging storms that occurred in July 2023 caused three (3) trees to collapse at the Pete Brown Golf Facility; and

WHEREAS, People’s Place Enterprise provided a quote to remove the three (3) fallen trees and to haul-off the tree debris from the Pete Brown Golf Facility for Four Thousand Nine Hundred Dollars (\$4,900.00); and

WHEREAS, People’s Place Enterprise has removed the three (3) fallen trees and has hauled away the tree debris from the Pete Brown Golf Facility; and

WHEREAS, the City of Jackson Parks and Recreation received and submitted invoice #112 for payment.

IT IS, THEREFORE, ORDERED that a payment in the amount of Four Thousand Nine Hundred Dollars (\$4,900.00) be made to People’s Place Enterprise for removing three (3) fallen trees and hauling off the debris from the Pete Brown Golf Facility and that said tree removal work, which has already been completed, be ratified.

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

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

Nays – None.

Abstentions – Lee and Stokes.

Absent – None.

ORDER REQUESTING APPROVAL TO PURCHASE A SMITHCO 7580 – ULTRA GREENS ROLLER THAT WAS LEASED FROM LADD’S FOR 48 MONTHS THROUGH PNC EQUIPMENT FOR THE MAINTENANCE OF THE GREENS AT THE PETE BROWN GOLF FACILITY IN THE AMOUNT OF (\$7,000.00) SEVEN THOUSAND DOLLAR.

WHEREAS, the City of Jackson leased a Smithco 7580 – Ultra Greens Roller from Ladd’s for 48 months through PNC Equipment; and

WHEREAS, the 48-month lease for the Smithco 7580 – Ultra Greens Roller expired in March 19, 2023; and

WHEREAS, the City of Jackson – Parks and Recreation Department, Pete Brown Golf Facility has used the Smithco 7580 – Ultra Greens Roller, in which is still in good condition; and

WHEREAS, the City of Jackson – Parks and Recreation Department, Pete Brown Golf Facility would like to purchase this equipment; and

WHEREAS, Ladd’s provided the City of Jackson Parks and Recreation Department with an invoice to purchase to equipment for Seven Thousand Dollars (\$7,000.00); and

WHEREAS, the City of Jackson – Parks and Recreation Department, Pete Brown Golf Facility is requesting permission to purchase the Smithco 7580 – Ultra Greens Roller; and

IT IS HEREBY ORDERED, that the Mayor is approved to purchase the used Smithco 7580 – Ultra Greens Roller from Ladd’s in the amount of Seven Thousand Dollars (\$7,000.00) from account number 005.504.30-6876

Note: Said item failed due to a lack of motion.

ORDER AUTHORIZING THE MAYOR TO EXECUTE AGREEMENTS WITH JONES REFRIGERATION, INC., FOR THREE THOUSAND FOUR HUNDRED TWENTY-FIVE DOLLARS AND FORTY-FOUR CENTS (\$3,425.44); KOMPLETE CONTRACTING SOLUTIONS, LLC, FOR FOUR THOUSAND NINE HUNDRED NINETY-NINE DOLLARS AND NINETY-FIVE CENTS (\$4,999.95); AND CAMP SERVICE & PARTS, INC., FOR FOUR HUNDRED EIGHTY DOLLARS AND FIFTY-TWO CENTS (\$480.52) TO REPAIR THE FOLLOWING ITEMS THAT WERE DAMAGED FROM A PARTIAL ROOF AND BACKWALL COLLAPSE THAT OCCURRED IN THE COMPRESSOR ROOM AT THE JACKSON ZOO: REPAIR OF A WALK-IN COOLER; DEMOLITION AND HAULING-OFF OF DEBRIS; AND CLEANING CONDENSER COILS.

WHEREAS, Section 21-17-5 of the Mississippi Code authorizes municipalities to adopt orders concerning municipal affairs, finances, and property which is not inconsistent with the Mississippi Constitution of 1890, the Mississippi Code of 1972, or any other statute or law of the State of Mississippi; and

WHEREAS, the authority granted to governing authorities of municipalities pursuant to Section 21-17-5 of the Mississippi Code is complete without reference to any specific authority granted in any other statute or law of the State of Mississippi; and

WHEREAS, the City of Jackson Parks and Recreation Department would like to make repairs to the walk-in coolers, roof, and backwall that was severely damaged on August 02, 2023, when the roof collapsed; and

WHEREAS, the City of Jackson Parks and Recreation Department would like for the Mayor to execute an agreement with Jones Refrigeration, INC., (Jones Refrigeration) to make repairs to the walk-in cooler; and

WHEREAS, the City of Jackson Parks and Recreation Department would like the Mayor to execute an agreement with Komplete Contracting Solutions, LLC, (Komplete Contracting Solutions) to demo and haul-off materials from the collapsed roof and backwall of the compressor, as well as make necessary repairs; and

WHEREAS, the City of Jackson Parks and Recreation Department would like the Mayor to execute an agreement with Camp Service & Parks, INC., (Camp Service & Parts) to clean condenser coils; and

WHEREAS, Jones Refrigeration, is registered with the Mississippi Secretary of State since December 31, 1998, and is currently in good standing; and

WHEREAS, Komplete Contracting Solutions is registered with the Mississippi Secretary of State since May 06, 2021, and is currently in good standing; and

WHEREAS, Camp Service & Parts is registered with the Mississippi Secretary of State since July 27, 1990, and is currently in good standing; and

WHEREAS, Jones Refrigeration will replace the compressor, compressor replacement material supplies, and freon on the walk-in cooler. The materials and labor will not exceed Three Thousand Four Hundred Twenty-Five Dollars and Forty-Four Cents (\$3,425.44); and

WHEREAS, Komplete Contracting Solutions will demo, haul-off roofing and backwall material, as well as make starting repairs to the compressor room at the Jackson Zoo. The demo, haul-off, starting repairs, and labor will not exceed Four Thousand Nine Hundred Ninety-Nine Dollars and Ninety-Five Cents (\$4,999.95); and

WHEREAS, Camp Service & Parts will clean condenser coils in the compressor room/walk-in cooler. The materials and labor will not exceed Four Hundred Eighty Dollars and Fifty-Two Cents (\$480.52).

IT IS, THEREFORE, ORDERED that the Mayor be authorized to execute an Agreement, and any other documents necessary to affect the terms of said Agreement, with Jones Refrigeration for refrigeration repairs to the walk-in cooler located in the compressor room at the Jackson Zoo, with the total cost not to exceed Three Thousand Four Hundred Twenty-Five Dollars and Forty-Four Cents (\$3,425.44). Payment is to be made from account number 390-498.00-6317.

IT IS FURTHER ORDERED that the Mayor be authorized to execute an Agreement, and any other documents necessary to affect the terms of said Agreement, with Komplete Contracting Solutions for demo, haul-off of roofing and backwall materials, as well as to make starting repairs to the compressor room at the Jackson Zoo, with the total cost not to exceed Four Thousand Nine Hundred Ninety-Nine Dollars and Ninety-Five Cents (\$4,999.95). Payment to be made from account number 390-498.00-6461.

IT IS FURTHER ORDERED that the Mayor be authorized to execute an Agreement, and any other documents necessary to affect the terms of said Agreement, with Camp Service & Parts for the cleaning of condenser coils located in the compressor room/walk-in cooler at the Jackson Zoo, with the total cost not to exceed Four Hundred Eighty Dollars and Fifty-Two Cents (\$480.52). Payment to be made from account number 390-498.00-6317.

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

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

Nays – None.

Abstentions– Lee and Stokes.

Absent – None.

ORDER AMENDING PREVIOUSLY APPROVED ORDER TO CORRECT INCORRECT ACCOUNT NUMBERS THAT WERE USED IN THE PREVIOUS ORDER, SAID ORIGINAL ORDER WAS APPROVED AT THE AUGUST 29, 2023, CITYCOUNCILMEETING.

WHEREAS, this Order will amend an Order that was previously approved by the City Council on August 29, 2023; and

WHEREAS, the previously approved Order contained incorrect account numbers; and

WHEREAS, the previously approved Order was titled "ORDER AMENDING THE FISCAL YEAR 2022-2023 BUDGET FOR THE DEPARTMENT OF PARKS AND RECREATION TO TRANSFER TWENTY THOUSAND DOLLARS (\$20,000.00) LOCATED IN THE "RECREATIONAL SUPPLIES" CATEGORY AND NINE THOUSAND DOLLARS (\$9,000.00) LOCATED IN THE "NON-CAPITALIZED EQUIPMENT" CATEGORY TO THE "OTHER PROFESSIONAL SERVICES" CATEGORY TO COVER FENCE REPAIR/REPLACEMENT AND DISC GOLF PARK INSTALL AT LIVINGSTON PARK"; and

WHEREAS, the previous Order was approved unanimously with Councilmembers Banks, Foote, Grizzell, Hartley, Lee, Lindsay, and Stokes voting yea; and

WHEREAS, the incorrect account numbers in the previous Order all began with 404 but should have begun with 401 as shown below; and

WHEREAS, all other information in the previously approved Order is correct and will not be amended; and

WHEREAS, the previously approved Order will be attached to this Order; and

WHEREAS, shown below is a table showing the correct account numbers along with the money that is to be transferred;

Category	Account No.	Decrease	Increase	Total
Recreational Supplies	401-501.30-6221	\$20,000.00		
Non-Capitalized Equipment	401-501.30-6240	\$9,000.00		
Other Professional Services	401-501.30-6419		\$29,000.00	\$29,000.00

IT IS, THEREFORE, ORDERED that the Order described above that was approved by the City Council at its August 29, 2023, meeting is hereby amended to reflect the correct account numbers as shown in the table above.

IT IS FURTHER ORDERED, that all aspects of the previously approved Order are still in effect and authorized other than the account numbers which have been amended pursuant to this current Order as shown above.

Council Member Grizzell moved adoption.

Note: Said item died due to the lack of a second.

ORDER REQUESTING RATIFICATION AND PAYMENT FOR REPAIR SERVICES PERFORMED BY UNITED PLUMBING & HEATING COMPANY TO A DAMAGED WATER MAIN LOCATED AT THE PETE BROWN GOLF FACILITY IN THE AMOUNT OF THREE THOUSAND SIX HUNDRED FIFTY-NINE DOLLARS AND SEVENTY-FIVE CENTS (\$3,659.75).

WHEREAS, United Plumbing and Heating Company provided repair services to a damaged water main and leak at the Pete Brown Golf Facility on August 28, 2023; and

WHEREAS, United Plumbing and Heating Company is a Mississippi for-profit corporation created on October 19, 1973, and is currently in good standing with the State of Mississippi; and

WHEREAS, United Plumbing and Heating Company’s repairs to the damaged water main and leak totals Three Thousand Six Hundred Fifty-Nine Dollars and Seventy-Five Cents (\$3,659.75).

IT IS, THEREFORE, ORDERED that the above-described repair work be ratified and that a payment in the amount of Three Thousand Six Hundred Fifty-Nine Dollars and Seventy-Five Cents (\$3,659.75) be approved and made to United Plumbing and Heating Company from account no. 404-501.33-6419.

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

President Banks recognized **Catoria Martin, City Attorney**, and **Abram Muhammad, Deputy Director of Parks and Recreation**, who provided a brief overview of said item.

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

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

ORDER RATIFYING SERVICES PERFORMED AND PAYMENT TO SPORTS FLOORS, INC., FOR PROVIDING FLOOR MAINTENANCE TO GYM FLOORS LOCATED AT KURT’S GYMNASIUM AND WESTSIDE GYMNASIUM IN THE AMOUNT OF THREE THOUSAND SEVEN HUNDRED NINETY-SIX DOLLARS AND FORTY-EIGHT CENTS (\$3,796.48).

WHEREAS, Sports Floors, Inc., (Sports Floors) provided floor maintenance to gymnasium floors located at Kurt’s Gymnasium and Westside Gymnasium, both of which are city-owned facilities; and

WHEREAS, the gymnasium floor maintenance described above was performed in December 2022; and

WHEREAS, Sports Floors charged Three Thousand Seven Hundred Ninety-Six Dollars and Forty-Eight Cents (\$3,796.48) for the maintenance of both gymnasium floors.

IT IS HEREBY ORDERED that the above-described gymnasium floor maintenance be ratified and that payment in the amount of Three Thousand Seven Hundred Ninety-Six Dollars and Forty-Eight Cents (\$3,796.48) be made to Sports Floors from account number 005.501.26-6419.

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

President Banks recognized **Catoria Martin, City Attorney**, who provided a brief overview of said item.

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

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

ORDER RATIFYING PAYMENTS FOR SERVICES PERFORMED BY DURHAM SCHOOL SERVICES, WHO PROVIDED SUMMER ENRICHMENT

TRANSPORTATION SERVICES IN THE AMOUNT OF THREE THOUSAND AND FORTY DOLLARS (\$3,040.00).

WHEREAS, Durham School Services provided transportation services for the City of Jackson Parks and Recreation Department Programming Division for the students who participated in the 2023 Summer Enrichment Program at the Grove Park Community Center; and

WHEREAS, said transportation services totaled Three Thousand and Forty Dollars (\$3,040.00); and

WHEREAS, the City of Jackson Parks and Recreation Department Programming Division used Durham School Services transportation services on June 16, June 23, June 30, July 07, July 14, and July 21, 2023.

IT IS HEREBY ORDERED that a payment in the amount of Three Thousand and Forty Dollars (\$3,040.00) be made to Durham School Services for providing the above listed services for the Department of Parks and Recreation.

Council Member Grizzell moved adoption.

Note: Said item died due to the lack of a second.

ORDER RATIFYING REPAIR WORK AND PAYMENT FOR TRACTOR REPAIRS PROVIDED BY AGUP EQUIPMENT COMPANY (DOING BUSINESS AS AGUP EQUIPMENT) TO A TRACTOR FOR THE PETE BROWN GOLF FACILITY IN THE AMOUNT OF TWO THOUSAND ONE HUNDRED EIGHT DOLLARS AND EIGHTY-FIVE CENTS (\$2,108.85).

WHEREAS, AGUP Equipment Company (doing business as AGUP Equipment) provided repair services on a tractor located at the Pete Brown Golf Facility; and

WHEREAS, AGUP Equipment is a Mississippi for-profit corporation created August 26, 1968, that is currently in good standing with the State of Mississippi; and

WHEREAS, AGUP Equipment provided repair services to the tractor for the Pete Brown Golf Facility on June 15 and June 16, 2023; and

WHEREAS, AGUP Equipment repaired the tractor including battery and cabling with wiring, harnesses, etc., totaling Two Thousand One Hundred Eight Dollars and Eighty-Five Cents (\$2,108.85).

IT IS, THEREFORE, ORDERED that the above-described repair work is ratified and that a payment in the amount of Two Thousand One Hundred Eight Dollars and Eighty-Five Cents (\$2,108.85) be made to AGUP Equipment from account no. 005-504.30.6317.

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

Yeas – Foote, Grizzell, Hartley and Lindsay.

Nays – Banks.

Abstentions– Lee and Stokes.

Absent – None.

RESOLUTION FINDING AND DETERMINING THAT THE RESOLUTION ADOPTED ON AUGUST 22, 2023, WAS DULY PUBLISHED AS REQUIRED BY LAW; THAT NO SUFFICIENT PROTEST DESCRIBED IN SAID RESOLUTION HAS BEEN FILED BY THE QUALIFIED ELECTORS; AND AUTHORIZING THE ISSUANCE OF SAID BONDS AND/OR BOND AND/OR LOAN.

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

1. Heretofore, on August 22, 2023, the Governing Body adopted a resolution entitled "RESOLUTION DECLARING THE INTENTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF JACKSON, MISSISSIPPI, TO ISSUE EITHER GENERAL OBLIGATION BONDS OF THE CITY IN ONE OR MORE TAXABLE OR TAX-EXEMPT SERIES, AND/OR ISSUE A GENERAL OBLIGATION BOND OF THE CITY FOR SALE TO THE MISSISSIPPI DEVELOPMENT BANK IN ONE OR MORE TAXABLE OR TAX-EXEMPT SERIES, AND/OR ENTER INTO A TAXABLE AND/OR A TAX-EXEMPT LOAN WITH THE MISSISSIPPI DEVELOPMENT BANK, ALL IN AN AGGREGATE PRINCIPAL AMOUNT OF NOT TO EXCEED NINE MILLION FIVE HUNDRED THOUSAND DOLLARS (\$9,500,000) TO RAISE MONEY FOR THE PURPOSE OF (A) REPAIRING, IMPROVING, ADORNING AND EQUIPPING THE ARTS CENTER OF MISSISSIPPI AND THE RUSSELL C. DAVIS PLANETARIUM AND FOR OTHER AUTHORIZED PURPOSES IN CONNECTION WITH SAME INCLUDING CONSTRUCTING, IMPROVING AND PAVING STREETS, SIDEWALKS, DRIVEWAYS, PARKWAYS, WALKWAYS AND PUBLIC PARKING FACILITIES (COLLECTIVELY, THE "CONSTRUCTION PROJECT"), ALL PURUSANT TO SECTIONS 21-33-301 ET SEQ., MISSISSIPPI CODE OF 1972, AS AMENDED AND SUPPLEMENTED FROM TIME TO TIME AND SECTIONS 31-25-1 ET SEQ., MISSISSIPPI CODE OF 1972, AS AMENDED AND SUPPLEMENTED FROM TIME TO TIME; (B) PROVIDING FOR THE PAYMENT IN FULL OR IN PART OF THE OUTSTANDING \$7,500,000 (ORIGINAL PRINCIPAL AMOUNT) CITY OF JACKSON, MISSISSIPPI TAX-EXEMPT GENERAL OBLIGATION PLANETARIUM BOND, SERIES 2022, DATED DECEMBER 22, 2022 AND THE CORRESPONDING \$7,500,000 MISSISSIPPI DEVELOPMENT BANK SPECIAL OBLIGATION BONDS, SERIES 2022 (JACKSON, MISSISSIPPI TAX-EXEMPT GENERAL OBLIGATION PLANETARIUM BOND PROJECT) DATED DECEMBER 22, 2022; (C) PURSUING AN ADDITIONAL SUBSIDY AND/OR FINANCING FOR THE CONSTRUCTION PROJECT BY PARTICIPATING AND UTILIZING FEDERAL NEW MARKET TAX CREDITS PURUSANT TO SECTION 45D OF THE INTERNAL REVENUE CODE OF 1986, AND/OR SECTION 57-105-1 ET SEQ., MISSISSIPPI CODE OF 1972, AS AMENDED AND SUPPLEMENTED FROM TIME TO TIME (THE "NMTC FINANCING"); (D) AUTHORIZING THE USE OF A PUBLIC ENTITY, INCLUDING BUT NOT LIMITED TO, THE JACKSON REDEVELOPMENT AUTHORITY IN CONNECTION WITH THE NMTC FINANCING; (E) ENTERING INTO OR APPROVING VARIOUS LEASES, LOANS AND OTHER FINANCING ARRANGEMENTS WITH THE PUBLIC ENTITY FOR THE NMTC TRANSACTION, (F) PROVIDING FOR CAPITALIZED INTEREST, IF NECESSARY, AND (G) PAYING THE COSTS OF BORROWING ASSOCIATED WITH THE ISSUANCE OF BONDS, THE LOAN AND/OR THE NMTC FINANCING, DIRECTING THE PUBLICATION OF A NOTICE OF SUCH INTENTION; AND FOR RELATED PURPOSES." (the "Intent Resolution") wherein the Governing Body indicated its intent to (a) issue general obligation bonds of the City, in one or more series, in a total aggregate principal amount not to exceed Nine Million Five Hundred Thousand Dollars (\$9,500,000), (b) issue a general obligation bond of the City, in one or more series, to be sold to the Mississippi Development Bank (the "Bank") in a total aggregate principal amount not to exceed Nine Million Five Hundred Thousand Dollars (\$9,500,000), and/or (c) enter into a loan with the Bank to borrow money from the Bank in a total principal amount not to exceed Nine Million Five Hundred Thousand Dollars (\$9,500,000), as the date and hour for any protest to be made and filed against the issuance of such general obligation bonds, general obligation bond and/or loan as described in the Intent Resolution.

2. As required by law and as directed by the Intent Resolution, said Intent Resolution was published once a week for at least three (3) consecutive weeks in The Mississippi Link and/or The Clarion Ledger, newspapers published in the City, and having a general circulation in the City, and qualified under the provisions of Section 13-3-31, Mississippi Code of 1972, as amended, the first publication having been made not less than twenty-one (21) days before September 26, 2023, and the last publication to be not more than seven (7) days prior to such date, as evidenced by the publisher's affidavit heretofore presented and attached hereto as EXHIBIT A.

3. On or prior to 10:00 o'clock a.m. on September 26, 2023, no written protest against the issuance of such general obligation bonds, general obligation bond and/or loan as described in the Intent Resolution, had been filed or presented by qualified electors of the City with the City Clerk of the City (the "City Clerk") in her office located in City Hall.

4. The Governing Body did meet at its usual meeting place in City Hall at 10:00 o'clock a.m. on September 26, 2023, and the Governing Body does hereby find, determine and adjudicate that no protest against the issuance of the general obligation bonds, general obligation bond and/or loan as described in the Intent Resolution had been duly filed with the City Clerk on or before 10:00 o'clock a.m. on September 26, 2023 as required by the Intent Resolution.

5. The Governing Body is now authorized and empowered by the provisions of Sections 21-33-301 et seq., Mississippi Code of 1972, as amended (the "City Bond Act") and Sections 31-25-1 et seq., Mississippi Code of 1972, as amended (the "Bank Act" and together with the City Bond Act, the "Act") and other applicable laws of the State of Mississippi, to issue such general obligation bonds, general obligation bond and/or loan as described in the Intent Resolution, all in a total aggregate principal amount of not to exceed \$9,500,000 without any election on the question of the issuance thereof at any time within a period of two (2) years after September 26, 2023.

6. The amount of the general obligation bonds, general obligation bond and/or loan so proposed to be issued, when added to the outstanding indebtedness of the City, will not exceed any constitutional or statutory limitation of indebtedness.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY AS FOLLOWS:

SECTION 1. That the Mayor and City Council of the City of Jackson, Mississippi (the "Governing Body"), acting for and on behalf of the City of Jackson, Mississippi (the "City"), is authorized by the City Bond Act to issue its \$9,500,000 Taxable General Obligation Bond, Series 2023 (the "Series 2023 City Bond") for sale to the Bank for the issuance of its \$9,500,000 Mississippi Development Bank Taxable Special Obligation Bonds, Series 2023 (Jackson, Mississippi General Obligation Planetarium Improvement Bond Project) (the "Series 2023 Bonds") for the purposes set forth in the City Bond Act and Bank Act, including, but not limited to raise money for the purpose of funding a portion of the (a) repairing, improving, adorning and equipping of the Arts Center of Mississippi and the Russell C. Davis Planetarium and for other authorized purposes in connection with same including constructing, improving and paving streets, sidewalks, driveways, parkways, walkways and public parking facilities and for other authorized purposes under the Act (the "Construction Project"), (b) providing funds to Jackson Redevelopment Authority, an Urban Renewal Agency created under the Urban Renewal Act ("JRA") in connection with the NMTC Financing (defined below) for the Construction Project, (c) providing for the payment in full of the Series 2022 Bonds (as defined in the Series 2023 City Bond Resolution), (d) pursuing additional subsidy for the Construction Project by participating and utilizing federal New Markets Tax Credits pursuant to Section 45D of the Internal Revenue Code of 1986, as amended and/or Mississippi Equity Investment Tax Credits pursuant to Sections 57-105-1, Mississippi Code of 1972, as amended and/or supplemented from time to time (the "MS NMTC Act") (collectively, the "NMTC Financing") to finance the Construction Project, (e) authorizing the use of a Public Entity (the "Public Entity"), including but not limited to the Jackson Redevelopment Authority to be utilized as defined specifically pursuant to § 57-105-1 (7)(b)(iii) of the MS NMTC Act as well as a "Public Benefit Corporation" as defined specifically pursuant to § 57-105-1 (7)(b)(ii) of the MS NMTC Act ("Public Benefit Corporation"); (f) entering into or approving various leases, loans, development agreements and other financing arrangements with the Public Entity, Public Benefit Corporation or other NMTC Financing participants for the purpose of utilizing NMTC Financing as may be approved by further action of the Governing Body; (g) providing for capitalized interest, if necessary, for the Series 2023 City Bond, and (h) paying the costs of borrowing associated with the issuance of the Series 2023 Bonds, the Series 2023 City Bond and the NMTC Financing (collectively, (a) through (h), the "Project").

SECTION 2. The Series 2023 Bonds or the Series 2023 City Bond may be issued in one or more series and, if issued, will be general obligations of the City payable as to principal and interest out of and secured by an irrevocable pledge of the avails of a direct and continuing tax to be levied annually without limitation as to time, rate, or amount upon all the taxable property

within the geographical limits of the City; provided, however, that such tax levy for any year shall be abated pro tanto to the extent the City on or prior to September 1 of that year has transferred money to the bond fund of the Series 2023 Bonds or the Series 2023 City Bond, or has made other provisions for funds, to be applied toward the payment of the principal of and interest on the Series 2023 Bonds or the Series 2023 City Bond due during the ensuing fiscal year of the City, in accordance with the provisions of the Series 2023 City Bond Resolution adopted by the Governing Body in connection with the issuance of the Series 2023 Bonds or the Series 2023 City Bond. The Loan will be payable from available revenues of the City and will not constitute an indebtedness of the City within the meaning of any constitutional or statutory restrictions, limitations, or provisions, and the taxing power of the City will not be pledged to the payment of the Loan.

SECTION 3. The Series 2023 Bonds and/or the Series 2023 City Bond and/or Loan shall be issued and offered for sale in accordance with the further orders and directions of this Governing Body.

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

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

Nays – None.

Abstention– Stokes.

Absent – None.

RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF JACKSON, MISSISSIPPI (I) AUTHORIZING AND DIRECTING THE ISSUANCE OF A TAXABLE GENERAL OBLIGATION BOND, SERIES 2023 (THE “SERIES 2023 CITY BOND”) OF THE CITY OF JACKSON, MISSISSIPPI, IN THE PRINCIPAL AMOUNT OF NOT TO EXCEED NINE MILLION FIVE HUNDRED DOLLARS (\$9,500,000) TO RAISE MONEY FOR THE PURPOSE OF (I)(A) FUNDING A PORTION OF REPAIRING, IMPROVING, ADORNING AND EQUIPPING OF THE ARTS CENTER OF MISSISSIPPI AND THE RUSSELL C. DAVIS PLANETARIUM AND FOR OTHER AUTHORIZED PURPOSES IN CONNECTION WITH SAME INCLUDING CONSTRUCTING, IMPROVING AND PAVING STREETS, SIDEWALKS, DRIVEWAYS, PARKWAYS, WALKWAYS AND PUBLIC PARKING FACILITIES (COLLECTIVELY, THE “CONSTRUCTION PROJECT”), ALL PURSUANT TO SECTIONS 21-33-301 ET SEQ., MISSISSIPPI CODE OF 1972, AS AMENDED AND SUPPLEMENTED FROM TIME TO TIME AND SECTIONS 31-25-1 ET SEQ., MISSISSIPPI CODE OF 1972, AS AMENDED AND SUPPLEMENTED FROM TIME TO TIME; (B) PROVIDING FUNDS TO THE JACKSON REDEVELOPMENT AUTHORITY, AN URBAN RENEWAL AGENCY CREATED UNDER THE URBAN RENEWAL ACT (“JRA”) IN CONNECTION WITH THE NMTC FINANCING (DEFINED BELOW) FOR THE CONSTRUCTION PROJECT; (C) PROVIDING FOR THE PAYMENT IN FULL OR IN PART OF THE OUTSTANDING \$7,500,000 (ORIGINAL PRINCIPAL AMOUNT) CITY OF JACKSON, MISSISSIPPI TAX-EXEMPT GENERAL OBLIGATION PLANETARIUM BOND, SERIES 2022, DATED DECEMBER 22, 2022 AND THE CORRESPONDING \$7,500,000 MISSISSIPPI DEVELOPMENT BANK SPECIAL OBLIGATION BONDS, SERIES 2022 (JACKSON, MISSISSIPPI TAX-EXEMPT GENERAL OBLIGATION PLANETARIUM BOND PROJECT) DATED DECEMBER 22, 2022; (D) PURSUING AN ADDITIONAL SUBSIDY AND/OR FINANCING FOR THE CONSTRUCTION PROJECT BY PARTICIPATING AND UTILIZING FEDERAL AND MISSISSIPPI NEW MARKETS TAX CREDITS PURSUANT TO SECTION 45D OF THE INTERNAL REVENUE CODE OF 1986 AND SECTION 57-105-1 ET SEQ., MISSISSIPPI CODE OF 1972, AS AMENDED AND SUPPLEMENTED FROM TIME TO TIME (THE “NMTC FINANCING”); (E) AUTHORIZING THE USE OF A PUBLIC ENTITY, INCLUDING BUT NOT LIMITED TO, THE JRAAS WELL AS ANY PUBLIC BENEFIT CORPORATION CREATED THEREBY PURSUANT TO MISSISSIPPI LAW IN CONNECTION WITH THE NMTC

FINANCING; (F) ENTERING INTO OR APPROVING VARIOUS LEASES, LOANS, DEVELOPMENT AGREEMENTS AND OTHER FINANCING ARRANGEMENTS WITH THE PUBLIC ENTITY, THE PUBLIC BENEFIT CORPORATION AND OTHER PARTICIPANTS FOR THE NMTC TRANSACTION; (G) PROVIDING FOR CAPITALIZED INTEREST, IF NECESSARY; AND (H) PAYING THE COSTS OF BORROWING ASSOCIATED WITH THE ISSUANCE OF THE SERIES 2023 CITY BOND AND THE NMTC FINANCING; (II) DIRECTING THE SALE AND AWARD OF THE SERIES 2023 CITY BOND; (III) APPROVING THE FORM OF AND EXECUTION OF THE SERIES 2023 CITYBOND PURCHASE AGREEMENT AND SERIES 2023 MISSISSIPPI DEVELOPMENT BANK BOND PURCHASE AGREEMENT, INCLUDING THE EXECUTION OF A TERM SHEET PURSUANT TO CERTAIN PARAMETERS AUTHORIZED BY THE GOVERNING BODY HEREIN FOR THE SALE OF THE \$9,500,000 MISSISSIPPI DEVELOPMENT BANK TAXABLE SPECIAL OBLIGATION BONDS, SERIES 2023 (JACKSON, MISSISSIPPI GENERAL OBLIGATION PLANETARIUM IMPROVEMENT BOND PROJECT) (THE "SERIES 2023 BONDS"); AND APPROVING THE FORM OF THE SERIES 2023 INDENTURE OF TRUST FOR THE SERIES 2023 BONDS.

WHEREAS, the Mayor and City Council of the City of Jackson, Mississippi (the "Governing Body"), acting for and on behalf of said City of Jackson, Mississippi (the "City"), hereby find, determine, adjudicate and declare as follows:

1. (a) In addition to any words and terms elsewhere defined herein, the following words and terms shall have the following meanings, unless some other meaning is plainly intended: "Act" shall mean together the Series 2023 City Bond Act and the Bank Act

"Additional Bonds" shall mean bonds, if any, issued in one or more series on a parity with the Series 2023 City Bond pursuant to Section 21 hereof.

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

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

"Bank" shall mean the Mississippi Development Bank.

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

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

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

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

"Clerk" shall mean the Clerk of the City.

"Code" shall mean Section 45D of the Internal Revenue Code of 1986, as amended.

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

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

"Interest Payment Date" shall be as described in Section 2.03 of the Series 2023 Indenture as the interest payment dates of the Series 2023 Bonds.

“**JRA**” shall mean the Jackson Redevelopment Authority, an Urban Renewal Agency created under the Urban Renewal Act and a Public Entity as defined pursuant to § 57-105-1 (7)(b)(iii) of the MS NMTC Act.

“**Lender**” shall mean Cadence Bank, Jackson, Mississippi.

“**Mayor**” shall mean the Mayor of the City of Jackson, Mississippi.

“**Mississippi Development Bank Series 2023 Bond Purchase Agreement**” shall mean that certain Series 2023 Mississippi Development Bank Bond Purchase Agreement, dated the date of delivery by and between the City, the Lender and the Bank in connection with the issuance and sale of the Series 2023 Bank Bond.

“**Municipal Advisor**” shall mean PFM Financial Advisors LLC, Memphis, Tennessee.

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

“**MS NMTCs**” shall mean Mississippi Equity Investment Tax Credits pursuant to Sections 57-105-1, Mississippi Code of 1972.

“**NMTCs**” shall mean New Markets Tax Credits pursuant to Section 45D of the Internal Revenue Code of 1986.

“**NMTC Financing**” shall mean NMTCs pursuant to Section 45D of the Internal Revenue Code together with the MS NMTCs pursuant to Sections 57-105-1, Mississippi Code of 1972.

“**Paying Agent**” shall mean any bank, trust company or other institution hereafter designated by the Mayor for the payment of the principal of and interest on the Series 2023 City Bond. The Paying Agent shall initially be the Series 2023 Trustee.

“**Payments**” shall have the meaning given it in Section 12(b) hereof.

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

“**Project**” shall mean providing funds for (i) the Construction Project, including funding capitalized interest, if applicable; (ii) participating and utilizing NMTCs and/or MS NMTCs to finance the Construction Project; (iii) authorizing the use of a Public Entity, including but not limited to the JRA, and a Public Benefit Corporation to be utilized as defined specifically pursuant to the MS NMTC Act; (iv) entering into or approving various leases, loans and other financing arrangements with the Public Entity, a Public Benefit Corporation and other NMTC Financing participants for the purpose of utilizing NMTC Financing as may be approved by further action of the Governing Body and (v) paying the costs of issuance for the Series 2023 City Bond and the Series 2023 Bonds.

“**Public Benefit Corporation**” shall mean any “Public Benefit Corporation,” as defined specifically pursuant to § 57-105-1(7)(b)(ii) of the MS NMTC Act, as created by the JRA or the Public Entity.

“**Public Entity**” shall mean a Public Entity, as defined specifically pursuant to § 57-105-1 (7)(b)(iii) of the MS NMTC Act, which includes, without limitation, the JRA.

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

“**Record Date**” shall have the meaning given to it in Section 1.01 of the Series 2023 Indenture.

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

“**Series 2022 Bonds**” shall mean the \$7,500,000 Mississippi Development Bank Special Obligation Bonds, Series 2022 (Jackson, Mississippi General Obligation Planetarium Improvement Bond Project) dated December 22, 2022 authorized by the Series 2022 Indenture.

“Series 2022 City Bond” shall mean the tax-exempt \$7,500,000 General Obligation Bond, Series 2022, of the City dated December 22, 2022 authorized pursuant to the Series 2022 City Bond Resolution.

“Series 2022 City Bond Resolution” shall mean the Series 2022 City Bond Resolution dated November 8, 2022, in connection with the issuance of the Series 2022 City Bond.

“Series 2022 Indenture” shall mean that certain Indenture of Trust dated December 22, 2022, by and between the Lender and the Series 2022 Trustee, pursuant to which the Series 2022 Bonds were issued.

“Series 2022 Trustee” shall mean The Peoples Bank, Biloxi, Mississippi the Series 2023 Trustee.

“Series 2023 Bonds” shall mean the not to exceed \$9,500,000 Mississippi Development Bank Taxable Special Obligation Bonds, Series 2023 (Jackson, Mississippi General Obligation Planetarium Improvement Bond Project).

“Series 2023 Bond Fund” shall mean the City of Jackson, Mississippi Taxable General Obligation Bond, Series 2023, 2023 Bond Fund provided for in Section 12 hereof.

“Series 2023 City Bond” shall mean the not to exceed \$9,500,000 Taxable General Obligation Bond, Series 2023, of the City authorized and directed to be issued in this resolution.

“Series 2023 City Bond Purchase Agreement” shall mean that certain Series 2023 City Bond Purchase Agreement, dated the date of delivery by and between the City and the Bank in connection with the issuance and sale of the Series 2023 City Bond.

“Series 2023 City Bond Resolution” shall mean this Series 2023 City Bond Resolution dated September 26, 2023, in connection with the issuance of the Series 2023 City Bond.

“Series 2023 City Documents” shall mean collectively, the Series 2023 City Bond Purchase Agreement, the Mississippi Development Bank Series 2023 Bond Purchase Agreement and the Series 2023 Indenture.

“Series 2023 Construction Fund” shall mean the City of Jackson, Mississippi Taxable General Obligation Bond, Series 2023, 2023 Construction Fund provided for in Section 13 hereof.

“Series 2023 Indenture” shall mean that certain Indenture of Trust, to be dated the date of delivery thereof, by and between the Lender and the Series 2023 Trustee, pursuant to which the Series 2023 Bonds are issued the Series 2023 Indenture

“Series 2023 Trustee” shall mean a bank or other financial institution hereafter designated by the Mayor upon sale of the Series 2023 Bonds, which financial institution will have corporate trust powers and be qualified to act as Trustee under the Series 2023 Indenture.

“State” shall mean the State of Mississippi.

“Term Sheet” shall mean that certain Term Sheet to be attached as an exhibit to the Series 2023 Mississippi Development Bank Bond Purchase Agreement.

“Transfer Agent” shall mean any bank, trust company or other institution hereafter designated by the Mayor for the registration of the owner of the Series 2023 City Bond and for the performance of such other duties as may be herein or hereafter specified by the Governing Body. The Transfer Agent shall initially be the Series 2023 Trustee.

“Urban Renewal Act” shall mean Sections 43-35-1 *et seq.*, Mississippi Code of 1972, as amended and/or supplemented from time to time with said Urban Renewal Act being required to approve the 2023 Urban Renewal Plan to facilitate the NMTC Financing as defined herein.

“Urban Renewal Area” shall mean certain real property determined by the Governing Body, pursuant to a certain resolution to be dated October 10, 2023, to be blighted including, but not limited to, the Project Sites.

“2023 Urban Renewal Plan” shall mean the Urban Renewal Plan (City of Jackson, Mississippi Planetarium Project 2023) approved by the Governing Body as provided and pursuant to the Urban Renewal Act.

“2023 Urban Renewal Project” shall mean the Construction Project or as defined in the 2023 Urban Renewal Plan.

(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. On August 22, 2023, the Governing Body adopted a resolution entitled the following: **“RESOLUTION DECLARING THE INTENTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF JACKSON, MISSISSIPPI, TO ISSUE either GENERAL OBLIGATION BONDS OF THE CITY IN ONE OR MORE TAXABLE OR TAX-EXEMPT SERIES, AND/OR ISSUE A GENERAL OBLIGATION BOND OF THE CITY FOR SALE TO THE MISSISSIPPI DEVELOPMENT BANK IN ONE OR MORE TAXABLE OR TAX-EXEMPT SERIES, AND/OR ENTER INTO A TAXABLE AND/OR A TAX-EXEMPT LOAN WITH THE MISSISSIPPI DEVELOPMENT BANK, ALL IN AN AGGREGATE PRINCIPAL AMOUNT OF NOT TO EXCEED NINE MILLION FIVE HUNDRED THOUSAND DOLLARS (\$9,500,000) to raise money for the purpose of (A) repairing, improving, adorning and equipping the ARTS CENTER OF MISSISSIPPI AND THE Russell c. Davis planetarium AND for other authorized purposes in connection with SAME including constructing, improving and paving streets, sidewalks, driveways, parkways, walkways and public parking facilities (collectively, the “construction project”), all PURSUANT to Sections 21-33-301 et seq., Mississippi Code of 1972, as amended and supplemented from time to time and Sections 31-25-1 et seq., Mississippi Code of 1972, as amended and supplemented from time to time; (B) providing for the payment in full OR IN PART OF THE OUTSTANDING \$7,500,000 (ORIGINAL PRINCIPAL AMOUNT) CITY OF Jackson, MISSISSIPPI TAX-EXEMPT GENERAL OBLIGATION planetarium BOND, SERIES 2022, DATED December 22, 2022 AND THE CORRESPONDING \$7,500,000 MISSISSIPPI DEVELOPMENT BANK SPECIAL OBLIGATION BONDS, SERIES 2022 (Jackson, MISSISSIPPI TAX-EXEMPT GENERAL OBLIGATION planetarium BOND PROJECT) DATED December 22, 2022; (c) pursuing AN additional subsidy and/or financing for the construction project by PARTICIPATING and utilizing FEDERAL new market tax credits PURSUANT to section 45d of the internal revenue code of 1986, and/or section 57-105-1 et seq., MISSISSIPPI code of 1972, as amended and supplemented from time to time (the “NMTC FINANCING”); (d) authorizing the use of a public entity, including but not limited to, the Jackson redevelopment authority IN CONNECTION WITH THE NMTC FINANCING; (e) entering into or approving various leases, loans and other financing arrangements with the public entity for the NMTC Transaction, (f) providing for capitalized interest, if necessary, and (G) paying the costs of borrowing associated with the issuance of BONDS, the loan and/or the NMTC FINANCING, DIRECTING THE PUBLICATION OF A NOTICE OF SUCH INTENTION; AND FOR RELATED PURPOSES”** (the **“Intent Resolution”**) wherein the Governing Body indicated its intent to (a) issue general obligation bonds of the City, in one or more series, in a total aggregate principal amount not to exceed Nine Million Five Hundred Thousand Dollars (\$9,500,000), (b) issue a general obligation bond of the City, in one or more series, to be sold to the Bank in a total aggregate principal amount not to exceed Nine Million Five Hundred Thousand Dollars (\$9,500,000), and/or (c) enter into a loan with the Bank to borrow money from the Bank in a total principal amount not to exceed Nine Million Five Hundred Thousand Dollars (\$9,500,000), and fixed 10:00 o'clock a.m. on September 26, 2023, as the date and hour for any protest to be made and filed against the issuance of such general obligation bonds, general obligation bond and/or loan as described in the Intent Resolution.

3. As required by law and as directed by the aforesaid Intent Resolution, said Intent Resolution was published once a week for at least three (3) consecutive weeks in *The Mississippi Link* and/or *The Clarion Ledger*, newspapers published in and having a general circulation in the City, and qualified under the provisions of Section 13-3-31, Mississippi Code of 1972, as amended, the first publication having been made not less than twenty-one (21) days prior to September 26,

2023, and the last publication having been made not more than seven (7) days prior to such date as evidenced by the publisher's affidavit heretofore presented and filed with the City Clerk.

4. On or prior to 10:00 o'clock a.m. on September 26, 2023, no written protest against the issuance of such general obligation bonds, general obligation bond and/or loan as described in the Intent Resolution, had been filed or presented by qualified electors of the City with the City Clerk in her office located in City Hall.

5. The Governing Body did meet at its usual meeting place in City Hall at 10:00 o'clock a.m. on September 26, 2023, and the Governing Body did adopt a resolution finding and determining that no protest against the issuance of the general obligation bonds, general obligation bond and/or loan as described in the Intent Resolution had been duly filed with the City Clerk on or before 10:00 o'clock a.m. on September 26, 2023 as required by the Intent Resolution.

6. The Governing Body is now authorized and empowered by the provisions of the Series 2023 City Bond the Act and other applicable laws of the State, to issue its Series 2023 City Bond in one or more series, and sell same to the Bank for the purpose of providing funds for Project without any election on the question of the issuance thereof.

7. The assessed value of taxable property within the City, according to the last completed assessment for taxation, is \$1,286,103,862; the City has outstanding bonded indebtedness subject to the fifteen percent (15%) debt limit prescribed by Section 21-33-303, Mississippi Code of 1972, as amended, in the amount of \$99,270,000, and outstanding bonded and floating indebtedness subject to the twenty percent (20%) debt limit prescribed by Section 21-33-303, Mississippi Code of 1972, as amended (which amount includes the sum set forth above subject to the 15% debt limit), in the amount of \$99,270,000; the issuance of the Series 2023 City Bond, when added to the outstanding bonded indebtedness of the City, will not result in bonded indebtedness, exclusive of indebtedness not subject to the aforesaid fifteen percent (15%) debt limit, of more than fifteen percent (15%) of the assessed value of taxable property within the City, and will not result in indebtedness, both bonded and floating, exclusive of indebtedness not subject to the aforesaid twenty percent (20%) debt limit, in excess of twenty percent (20%) of the assessed value of taxable property within the City, and will not exceed any constitutional or statutory limitation upon indebtedness which may be incurred by the City.

8. The Governing Body is now desirous of proceeding with the issuance of the Series 2023 City Bond pursuant to this Series 2023 City Bond Resolution and the purchase thereof by the Bank with the proceeds of the Series 2023 Bonds and authorizing the direct placement of the Series 2023 Bonds with the Lender pursuant to a formal request for a term sheet (the "**Term Sheet**") distributed by the Municipal Advisor on behalf of the City on September 18, 2023 and said Governing Body hereby authorizes the Mayor, in consultation with the Municipal Advisor, to execute the Term Sheet upon receipt from the Lender and approval by the Bank pursuant to the parameters contained in Section 26 hereof.

9. The Governing Body hereby receives, examines and considers the following forms of documents concerning the issuance, sale and purchase of the Series 2023 City Bond by the Bank and the issuance and placement of the Series 2023 Bonds by the Bank: (i) the form of the Series 2023 City Bond Purchase Agreement, which provides for the sale of the Series 2023 City Bond to the Bank; (ii) the form of the Series 2023 Indenture the Series 2023 Trustee pursuant to the Series 2023 Bonds will be issued and by which they will be secured; and (iii) the form of the Mississippi Development Bank Series 2023 Bond Purchase Agreement, which provides for the placement of the Series 2023 Bonds to the Lender.

10. The Governing Body is authorized under the Bank Act and the Series 2022 Indenture to provide for the payment in full of the Series 2022 Bonds from any amounts remaining in the any of the funds and accounts held by the Series 2022 Trustee pursuant to the Series 2022 Indenture, any accounts held by the City in connection with the issuance of the Series 2022 Bonds and from proceeds of the Series 2023 Bonds.

11. The Governing Body does now find, determine and adjudicate that each of the Series 2023 City Documents referred to above, which Series 2023 City Documents are now before the Governing Body, is in appropriate form for the purposes identified.

12. The City will make payments on the Series 2023 City Bond in amounts sufficient to pay the principal of, premium, if any, and interest on the Series 2023 Bonds, as and when the same shall become due and payable.

13. The Governing Body finds and determines that upon the approval of its Urban Renewal Plan (City of Jackson, Mississippi Planetarium Project 2023) (the "**2023 Urban Renewal Plan**") that the Mayor or an Authorized Officer of the City, is authorized to enter into or approve various leases, loans, development agreements and other financing arrangements with JRA, as a Public Entity and a Public Benefit Corporation pursuant to the MS NMTC Act in connection with pursuing an additional subsidy for the Construction Project by participating and utilizing NMTCs pursuant to the Code, and/or MS NMTCs pursuant to the MS NMTC Act to provide additional financing for the Construction Project.

14. The Governing Body does now find, determine and adjudicate that all conditions, acts and things required by the Act, the Urban Renewal Act, the MS NMTC Act and the Constitution and laws of the State to have existed, to have happened and to have been performed precedent to and in connection with the adoption of this Series 2023 City Bond Resolution, the sale and issuance of the Series 2023 City Bond to the Bank, the issuance and placement of the Series 2023 Bonds, the execution by the City of the Mississippi Development Bank Series 2023 Bond Purchase Agreement, the Term Sheet and the Series 2023 City Bond Purchase Agreement have happened and have been performed in regular and due time, form and manner as required by law.

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

SECTION 1. All of the matters and things recited in the premises sections of this resolution are found and determined to be true and accurate.

SECTION 2. This resolution is adopted pursuant to the Act, the Urban Renewal Act, the MS NMTC Act and the Constitution and laws of the State.

SECTION 3. In consideration of the purchase and acceptance of the Series 2023 City Bond by those who shall hold the same from time to time, this Series 2023 City Bond Resolution shall constitute a contract between the City and the Registered Owner from time to time of the Series 2023 City Bond. The pledge made herein and the covenants and agreements herein set forth to be performed on behalf of the City for the benefit of the Registered Owner shall be for the equal benefit, protection and security of the Registered Owner of the Series 2023 City Bond, all of which, regardless of the time or times of its authentication and delivery or maturity, shall be of equal rank without preference, priority or distinction.

SECTION 4. The Series 2023 City Bond is hereby authorized and ordered to be prepared and issued in the principal amount of not to exceed Nine Million Five Hundred Thousand Dollars (\$9,500,000) to raise money for the Project as authorized by the Act.

SECTION 5. (a) Payments of interest on the Series 2023 City Bond shall be made to the Record Date Registered Owner, and payments of principal shall be made upon presentation and surrender thereof at the principal office of the Paying Agent to the Record Date Registered Owner in lawful money of the United States of America.

(f) The Series 2023 City Bond shall be registered as to both principal and interest; shall be dated the date of delivery thereof, shall be issued in a single denomination equal to the principal amount thereof; shall be numbered one; shall bear interest from the date thereof at the rate or rates borne by the Series 2023 Bonds (as provided in the Series 2023 Indenture), payable on an Interest Payment Date; and shall mature and become due and payable in the same manner and at the same dates and times as provided for the Series 2023 Bonds in the Series 2023 Indenture.

(g) The Series 2023 City Bond is subject to redemption prior to maturity thereof at the times, to the extent, in the manner and in the amounts that the Series 2023 Bonds are subject to optional and mandatory redemption as provided in Section 4.01 of the Series 2023 Indenture.

SECTION 6. (a) When the Series 2023 City Bond shall have been validated and executed as herein provided, they shall be registered as an obligation of the City in the office of the City Clerk

in a record maintained for that purpose, and the City Clerk shall cause to be imprinted upon the Series 2023 City Bond, over her manual or facsimile signature and manual or facsimile seal, her certificate in substantially the form set out in Section 8.

(b) The Series 2023 City Bond shall be executed by the manual or facsimile signature of the Mayor and countersigned by the manual or facsimile signature of the City Clerk, with the seal of the City imprinted or affixed thereto; provided, however all signatures and seals appearing on the Series 2023 City Bond, other than the signature of an authorized officer of the Transfer Agent hereafter provided for, may be facsimile and shall have the same force and effect as if manually signed or impressed. In case any official of the City whose signature or a facsimile of whose signature shall appear on the Series 2023 City Bond shall cease to be such official before the delivery or reissuance thereof, such signature or such facsimile shall nevertheless be valid and sufficient for all purposes, the same as if such official had remained in office until delivery or reissuance.

(c) The Series 2023 City Bond shall be delivered to the Bank upon payment of the purchase price therefor in accordance with the terms and conditions of the Series 2023 Indenture and the Series 2023 City Bond Purchase Agreement, together with a complete certified transcript of the proceedings done in the matter of the authorization, issuance, sale and validation of the Series 2023 City Bond, and the final, unqualified approving opinion of Bond Counsel, which opinion shall be delivered with the Series 2023 City Bond.

(d) Prior to or simultaneously with the delivery of the Series 2023 City Bond by the Transfer Agent, the City shall file with the Transfer Agent:

(ii) a copy, certified by the City Clerk, of the transcript of proceedings of the Governing Body in connection with the authorization, issuance, sale and validation of the Series 2023 City Bond; and

(iii) an authorization to the Transfer Agent, signed by the Mayor, to authenticate and deliver the Series 2023 City Bond to the Bank.

(e) At delivery, the Transfer Agent shall authenticate the Series 2023 City Bond and deliver it to the Bank thereof upon payment of the purchase price of the Series 2023 City Bond to the City.

SECTION 7. (a) The City hereby appoints the Series 2023 Trustee designated under the Series 2023 Indenture as the Paying Agent, Series 2023 Trustee and Transfer Agent for the Series 2023 City Bond. The City specifically reserves the right to hereafter designate and/or approve a separate Paying Agent, Transfer Agent and/or Series 2023 Trustee in its discretion, subject, however to the terms and conditions of the Series 2023 Indenture, as hereinafter provided.

(b) So long as the Series 2023 City Bond shall remain outstanding, the City shall maintain with the Transfer Agent records for the registration and transfer of the Series 2023 City Bond. The Transfer Agent is hereby appointed registrar for the Series 2023 City Bond, in which capacity the Transfer Agent shall register in such records and permit to be transferred thereon, under such reasonable regulations as may be prescribed, the Series 2023 City Bond if entitled to registration or transfer.

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

(d) (ii) An Agent may at any time resign and be discharged of the duties and obligations of the function of the Series 2023 Trustee, Paying Agent and Transfer Agent pursuant to the terms and conditions stated in Section 11.05 and 11.06 of the Series 2023 Indenture.

(iii) In the event of the resignation or removal of the Agent, a successor Agent shall be selected as provided in Section 11.07 of the Series 2023 Indenture.

(iv) In the event of a change of Agents, the predecessor Agent shall cease to be custodian of any funds held pursuant to this Series 2023 Bond Resolution in connection with its role as such Agent, and the successor Agent shall become such custodian; provided, however, that before any such delivery is required to be made, all fees, advances and expenses of the retiring or removed Agent shall be fully paid. Every predecessor Agent shall deliver to its successor Agent all records of account, registration records, list of Registered Owner and all other records, documents and instruments relating to its duties as such Agent.

(v) The provisions of Section 11.08 of the Series 2023 Indenture shall govern the acceptance of any appointment of a successor Agent.

(vi) Should any transfer, assignment or instrument in writing be required by any successor Agent from the City to more fully and certainly vest in such successor Agent the estates, rights, powers and duties hereby vested or intended to be vested in the predecessor Agent, any such transfer, assignment and written instruments shall, on request, be executed, acknowledged and delivered by the City.

(vii) The City will provide any successor Agent with certified copies of all resolutions, orders and other proceedings adopted by the Governing Body relating to the Series 2023 City Bond.

(viii) All duties and obligations imposed hereby on an Agent or successor Agent shall terminate upon the accomplishment of all duties, obligations and responsibilities imposed by law or required to be performed by this Series 2023 Bond Resolution.

SECTION 8. The Series 2023 City Bond shall be in substantially the following form, with such appropriate variations, omissions and insertions as are permitted or required by this Series 2023 Bond Resolution:

[BOND FORM]

THIS CITY BOND HAS BEEN ASSIGNED TO _____, _____, _____, AS TRUSTEE UNDER AN INDENTURE OF TRUST, DATED _____, 2023, BY AND BETWEEN THE MISSISSIPPI DEVELOPMENT BANK AND THE SERIES 2023 TRUSTEE (THE “SERIES 2023 INDENTURE”). THIS CITY BOND IS REGISTERED IN THE NAME OF THE SERIES 2023 TRUSTEE AND IS NON-TRANSFERRABLE EXCEPT AS PERMITTED IN THE SERIES 2023 INDENTURE.

**UNITED STATES OF AMERICA
STATE OF MISSISSIPPI
HINDS COUNTY
CITY OF JACKSON
TAXABLE GENERAL OBLIGATION BOND
SERIES 2023**

NO. 1 \$ _____

<u>Rate of Interest</u>	<u>Maturity</u>	<u>Dated Date</u>	<u>CUSIP</u>
%		_____, 2023	NA

Registered Owner: _____, _____ **as Trustee (the “Series 2023 Trustee”)**

Principal Amount: **DOLLARS**

The City of Jackson, State of Mississippi (the “City”), a body politic existing under the Constitution and laws of the State of Mississippi (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, upon the presentation and surrender of this Series 2023 City Bond, at the principal office of _____, _____, _____, or its successor, as paying agent (the “Paying

Agent") for the Taxable General Obligation Bond, Series 2023, of the City (the "**Series 2023 City Bond**"), on the maturity date identified above, the principal amount identified above. Payment of the principal amount of this Series 2023 City Bond shall be made to the Registered Owner hereof who shall appear in the registration records of the City maintained by _____, _____, _____, or its successor, as transfer agent for the Series 2023 City Bond (the "**Transfer Agent**") at the times and periods as provided in the Series 2023 Indenture (herein defined).

The City further promises to pay interest on such principal amount from the date of this Series 2023 City Bond until said principal sum is paid, to the Registered Owner hereof who shall appear in the registration records of the City maintained by the Transfer Agent as of the Record Date (as defined in the Series 2023 Bond Resolution (defined below)).

Payments of principal of and interest on this Series 2023 City Bond shall be made by check or draft mailed on the Interest Payment Date (as defined in the Series 2023 Bond Resolution) to such Registered Owner's address as it appears on such registration records.

This Series 2023 City Bond is issued under the authority of the Constitution and statutes of the State of Mississippi, including Sections 21-33-301 *et seq.*, Mississippi Code of 1972, as amended (the "**City Bond Act**") and Sections 31-25-1 *et seq.*, Mississippi Code of 1972, as amended (the "**Bank Act**" and together with the City Bond Act, the "**Act**"), and by the further authority of proceedings duly had by the Mayor and City Council of the City (the "**Governing Body**"), including a resolution adopted September 26, 2023 (the "**Series 2023 City Bond Resolution**").

This Series 2023 City Bond is issued in the aggregate authorized principal amount of not to exceed Nine Million Five Hundred Thousand Dollars (\$9,500,000) to raise money for the purpose of funding a portion of the (a) repairing, improving, adorning and equipping of the Arts Center of Mississippi and the Russell C. Davis Planetarium and for other authorized purposes in connection with same including constructing, improving and paving streets, sidewalks, driveways, parkways, walkways and public parking facilities and for other authorized purposes under the Act (the "**Construction Project**"), (b) providing funds to Jackson Redevelopment Authority, an Urban Renewal Agency created under the Urban Renewal Act ("**JRA**") in connection with the NMTC Financing (defined below) for the Construction Project, (c) providing for the payment in full of the Series 2022 Bonds (as defined in the Series 2023 City Bond Resolution), (d) pursuing additional subsidy for the Construction Project by participating and utilizing federal New Markets Tax Credits pursuant to Section 45D of the Internal Revenue Code of 1986, as amended and/or Mississippi Equity Investment Tax Credits pursuant to Sections 57-105-1, Mississippi Code of 1972, as amended and/or supplemented from time to time (the "**MS NMTC Act**") (collectively, the "**NMTC Financing**") to finance the Construction Project, (e) authorizing the use of a Public Entity (the "**Public Entity**"), including but not limited to the JRA to be utilized as defined specifically pursuant to § 57-105-1 (7)(b)(iii) of the MS NMTC Act as well as a "Public Benefit Corporation" as defined specifically pursuant to § 57-105-1 (7)(b)(ii) of the MS NMTC Act ("**Public Benefit Corporation**"); (f) entering into or approving various leases, loans, development agreements and other financing arrangements with the Public Entity, Public Benefit Corporation or other NMTC Financing participants for the purpose of utilizing NMTC Financing as may be approved by further action of the Governing Body; (g) providing for capitalized interest, if necessary, for the Series 2023 City Bond, and (h) paying the costs of borrowing associated with the issuance of the Series 2023 Bonds, the Series 2023 City Bond and the NMTC Financing (collectively, (a) through (h), the "**Project**").

The City will duly and punctually pay the principal of, premium, if any, and interest on the Series 2023 City Bond at the dates and the places and in the manner mentioned in the Series 2023 City Bond Resolution, according to the true intent and meaning thereof. Notwithstanding any schedule of payments upon the Series 2023 City Bond, the City agrees to make payments upon the Series 2023 City Bond and be liable therefor at such times and in such amounts (including principal, premium, if any, and interest) so as to provide for payment of the principal of, premium, if any, and interest on the not to exceed \$9,500,000 Mississippi Development Bank Taxable Special Obligation Bonds, Series 2023 (Jackson, Mississippi General Obligation Planetarium Improvement Bond Project) (the "**Series 2023 Bonds**"), outstanding under the Indenture of Trust, by and between the Mississippi Development Bank (the "**Bank**") and the Series 2023 Trustee, dated _____, 2023 (the "**Series 2023 Indenture**") when due whether upon a scheduled interest payment date, at maturity or by mandatory redemption or optional redemption.

Reference is hereby made to the Series 2023 City Bond Resolution and to all amendments and supplements thereto for the provisions, among others, with respect to the nature and extent of the security for the Bondholder, the rights, duties and obligations of the City and the Bondholder and the terms upon which the Series 2023 City Bond is or may be issued and secured.

The City and the Paying Agent may deem and treat the Registered Owner hereof as the absolute owner for the purpose of receiving payment of or on account of principal hereof and interest due hereon and for all other purposes and neither the City nor the Paying Agent shall be affected by any notice to the contrary.

The Series 2023 City Bond is and will continue to be payable as to principal and interest out of and secured by an irrevocable pledge of the avails of a direct and continuing tax to be levied annually without limitation as to time, rate or amount upon all the taxable property within the geographical limits of the City; provided, however, that such tax levy for any year shall be abated *pro tanto* to the extent the City on or prior to September 1 of that year has transferred money to the bond fund of the Series 2023 City Bond, or has made other provisions for funds, to be applied toward the payment of the principal of and interest on the Series 2023 City Bond due during the ensuing fiscal year of the City, in accordance with the provisions of the Series 2023 City Bond Resolution. The City, when necessary, will levy annually a special tax upon all taxable property within the geographical limits of the City adequate and sufficient to provide for the payment of the principal of and the interest on the Series 2023 City Bond as the same falls due.

This Series 2023 City Bond is the only evidence of indebtedness issued and outstanding under the Series 2023 City Bond Resolution. This Series 2023 City Bond has been purchased by the Bank and has been assigned to the Series 2023 Trustee under the Series 2023 Indenture; this Series 2023 City Bond is registered in the name of the Series 2023 Trustee and is non-transferrable except as provided in the Series 2023 Indenture.

The City and the Series 2023 Trustee may deem and treat the person in whose name this Series 2023 City Bond is registered as the absolute owner hereof, whether this Series 2023 City Bond shall be overdue or not, for the purpose of receiving payment of the principal of, redemption premium, if any, and interest on this Series 2023 City Bond and for all other purposes. All such payments so made to the registered owner shall be valid and effectual to satisfy and discharge the liability upon this Series 2023 City Bond to the extent of the sum or sums or paid, and neither the City nor the Series 2023 Trustee shall be affected by any notice to the contrary.

This Series 2023 City Bond shall only be redeemed under the Series 2023 City Bond Resolution to the extent and in the manner required to redeem the Series 2023 Bonds pursuant to the provisions of the Series 2023 Indenture.

Modifications or alterations of the Series 2023 Bond Resolution may be made only to the extent and under the circumstances permitted by the Series 2023 Indenture.

This Series 2023 City Bond shall not be valid or become obligatory for any purpose or be entitled to any benefit or security under the Series 2023 City Bond Resolution until the certificate of registration and authentication hereon shall have been signed by the Transfer Agent.

IT IS HEREBY CERTIFIED, RECITED AND REPRESENTED that all conditions, acts and things required by law to exist, to have happened and to have been performed precedent to and in the issuance of the Series 2023 City Bond, in order to make the same legal and binding general obligation of the City, according to the terms thereof, do exist, have happened and have been performed in regular and due time, form and manner as required by law. For the performance in apt time and manner of every official act herein required, and for the prompt payment of this Series 2023 City Bond, both principal and interest, the full faith and credit of the City are hereby irrevocably pledged.

IN WITNESS WHEREOF, the City has caused this Series 2023 City Bond to be executed in its name by the manual or facsimile signature of the Mayor of the City, countersigned by the manual or facsimile signature of the City Clerk of the City, under the manual or facsimile seal of the City, which said manual or facsimile signatures and seal said officials adopt as and for their own proper signatures and seal, on this the ____ day of _____, 2023.

CITY OF JACKSON, MISSISSIPPI

BY: _____
Mayor

COUNTERSIGNED:

City Clerk
(SEAL)

CERTIFICATE OF REGISTRATION AND AUTHENTICATION

This Series 2023 City Bond is the Series 2023 City Bond described in the within mentioned Series 2023 City Bond Resolution and is the Taxable General Obligation Bond, Series 2023, of the City of Jackson, Mississippi.

_____,
as Transfer Agent

BY: _____
Authorized Signatory

Date of Registration and Authentication: _____, 2023

REGISTRATION AND VALIDATION CERTIFICATE

**STATE OF MISSISSIPPI
COUNTY OF HINDS
CITY OF JACKSON**

I, the undersigned City Clerk of the City of Jackson, Mississippi, do hereby certify that the within City Bond has been duly registered by me as an obligation of said City pursuant to law in a record kept in my office for that purpose, and has been validated and confirmed by Decree of the Chancery Court of Hinds County, Mississippi, rendered on the ___ day of _____, 2023.

City Clerk
(SEAL)

[END OF CITY BOND FORM]

SECTION 9. In case the Series 2023 City Bond shall become mutilated or be stolen, destroyed or lost, the City shall, if not then prohibited by law, cause to be authenticated and delivered a new Series 2023 City Bond of like date, number, maturity and tenor in exchange and substitution for and upon cancellation of such mutilated Series 2023 City Bond, or in lieu of and in substitution for such Series 2023 City Bond stolen, destroyed or lost, upon the Registered Owner's paying the reasonable expenses and charges of the City in connection therewith, and in case of a Series 2023 City Bond stolen, destroyed or lost, his filing with the City or Transfer Agent evidence satisfactory to them that the Series 2023 City Bond was stolen, destroyed or lost, and of its ownership thereof, and furnishing the City or Transfer Agent with such security or indemnity as may be required by law or by them to save each of them harmless from all risks, however remote.

SECTION 10. For the purpose of effectuating and providing for the payment of the principal of and interest on the Series 2023 City Bond as the same shall respectively mature and accrue, there shall be and is hereby levied a direct, continuing special tax upon all of the taxable property within the geographical limits of the City, adequate and sufficient, after allowance shall have been made for the expenses of collection and delinquencies in the payment of taxes, to produce sums required for the payment of the principal of, premium, if any, and the interest on the Series 2023 City Bond and any additional obligations of the City under the Series 2023 Indenture; provided, however,

that such tax levy for any year shall be abated *pro tanto* to the extent the City on or prior to September 1 of that year has transferred money to the 2023 Bond Fund of the Series 2023 City Bond, or has made other provisions for funds, to be applied toward the payment of the principal of and interest on the Series 2023 City Bond due during the ensuing fiscal year of the City, in accordance with the provisions of the Series 2023 City Bond Resolution. Said tax shall be extended upon the tax rolls and collected in the same manner and at the same time as other taxes of the City are collected, and the rate of tax which shall be so extended shall be sufficient in each year fully to produce the sums required as aforesaid, without limitation as to time, rate or amount. The avails of said tax are hereby irrevocably pledged for the payment of the principal of, premium, if any, and interest on the Series 2023 City Bond and any additional obligations of the City as aforesaid as the same shall respectively mature and accrue. Should there be a failure in any year to comply with the requirements of this section, such failure shall not impair the right of the Registered Owner of the Series 2023 City Bond in any subsequent year to have adequate taxes levied and collected to meet all of the aforesaid obligations of the Series 2023 City Bond.

SECTION 11. Only if the Series 2023 City Bond shall have endorsed thereon a certificate of registration and authentication in substantially the form hereinabove set forth, duly executed by the Transfer Agent, shall the Series 2023 City Bond be entitled to the rights, benefits and security of this Series 2023 City Bond Resolution. The Series 2023 City Bond shall not be valid or obligatory for any purpose unless and until such certificate of registration and authentication shall have been duly executed by the Transfer Agent, which executed certificate shall be conclusive evidence of registration, authentication and delivery under this Series 2023 City Bond Resolution. The Transfer Agent's certificate of registration and authentication on the Series 2023 City Bond shall be deemed to have been duly executed if signed by an authorized officer of the Transfer Agent, but it shall not be necessary that the same officer sign said certificate on the Series 2023 City Bond that may be issued hereunder at any one time.

SECTION 12. Ownership of the Series 2023 City Bond shall be in the name of the Bank or its assignee. The Person in whose name the Series 2023 City Bond shall be registered in the records of the City maintained by the Transfer Agent may be deemed the absolute owner thereof for all purposes, and payment of or on account of the principal of or interest on the Series 2023 City Bond shall be made only to or upon the order of the Registered Owner thereof, or his legal representative, but such registration may be changed as hereinafter provided. All such payments shall be valid and effectual to satisfy and discharge the liability upon the Series 2023 City Bond to the extent of the sum or sums so paid.

SECTION 13. The Series 2023 City Bond shall be transferable only as provided in the Series 2023 Indenture. Upon the transfer of the Series 2023 City Bond, the City, acting through its Transfer Agent, shall issue in the name of the transferee a new City Bond of the same aggregate principal amount and maturity and rate of interest as the surrendered City Bond.

SECTION 14. (a) The City hereby establishes the 2023 Bond Fund which shall be maintained with a qualified depository in its name for the payment of the principal of and interest on the Series 2023 City Bond, and the payment of Agents' fees in connection therewith. There shall be deposited into the 2023 Bond Fund as and when received:

(ii) The avails of any of the ad valorem taxes levied and collected pursuant to Section 10 hereof;

(iii) Any income received from investment of monies in the 2023 Bond Fund; and

(iv) Any other funds available to the City which may be lawfully used for payment of the principal of, premium, if any, and interest on the Series 2023 City Bond or for other obligations of the City which may be due under the Series 2023 Indenture, and which the Governing Body, in its discretion, may direct to be deposited into the 2023 Bond Fund.

(b) As long as any principal of, premium, if any, and interest on the Series 2023 City Bond or the Series 2023 Bonds remain outstanding and/or other obligations of the City remain outstanding under the Series 2023 Indenture, the City Clerk is hereby irrevocably authorized and directed to withdraw from the 2023 Bond Fund sufficient monies to pay (i) the principal of, premium, if any, and interest coming due on the Series 2023 Bonds, and (ii) any additional payments necessary and required as obligations of the City under the Series 2023 Indenture, and to transfer same to the account of the Series 2023 Trustee in time to reach the Series 2023 Trustee at least five (5) days

prior to the date on which said interest or principal and interest or premium, if any, on the Series 2023 Bonds shall become due (collectively, the "**Payments**"). The Series 2023 Trustee shall deposit all Payments received in the General Account of the General Fund of the Series 2023 Indenture, or such other fund or account in the Series 2023 Indenture as so directed in the Series 2023 Indenture.

SECTION 15. (a) The City hereby establishes the 2023 Construction Fund which shall be maintained with a qualified depository. The principal proceeds received upon the sale of the Series 2023 City Bond shall be deposited in the 2023 Construction Fund. Any income received from investment of monies in the 2023 Construction Fund shall be deposited in the 2023 Construction Fund and shall be used for the provision of funds to JRA in order to use as necessary in the NMTC Financing and/or may be used directly for the cost of the Construction Project and, if necessary, shall be deposited in the 2023 Bond Fund for the payment of debt service on the Series 2023 City Bond. From the 2023 Construction Fund there shall be held and disbursed moneys for provisions of funds to JRA to use in the NMTC Financing, the acquisition and construction of the Construction Project, as authorized by the Act, the Urban Renewal Act and the MS NMTC Act. Any amounts which remain in the 2023 Construction Fund after the completion of the Construction Project shall be transferred to the 2023 Bond Fund and used as permitted under State law.

(b) Funds on deposit in the 2023 Construction Fund may be invested in Investment Securities, as defined in the Series 2023 Indenture, to the extent they are authorized by the Bank Act and applicable provisions of State law.

SECTION 16. (a) Payment of principal on the Series 2023 City Bond shall be made at the principal office of the Paying Agent; provided, however, the final payment of principal shall be made upon the presentation and surrender of the Series 2023 City Bond at the principal office of the Paying Agent, to the Record Date Registered Owner thereof who shall appear in the registration records of the City maintained by the Transfer Agent as of the Record Date.

(b) Payment of each installment of interest on the Series 2023 City Bond shall be made to the Record Date Registered Owner thereof whose name shall appear in the registration records of the City maintained by the Transfer Agent as of the Record Date. Interest shall be payable in the aforesaid manner irrespective of any transfer or exchange of such Series 2023 City Bond subsequent to the Record Date and prior to the due date of the interest.

(c) Principal of and interest on the Series 2023 City Bond shall be paid by check or draft mailed on an Interest Payment Date to the Registered Owner at the addresses appearing in the registration records of the Transfer Agent. Any such address may be changed by written notice from the Registered Owner to the Transfer Agent by certified mail, return receipt requested, or such other method and at the times as may be subsequently prescribed by the Transfer Agent.

SECTION 17. The Series 2023 City Bond shall be submitted to validation as provided by Chapter 13, Title 31, Mississippi Code of 1972, and to that end the City Clerk is hereby directed to make up a transcript of all legal papers and proceedings relating to the Series 2023 City Bond and to certify and forward the same to the State's Bond Attorney for the institution of validation proceedings.

SECTION 18. The City hereby approves and acknowledges the Series 2023 Indenture and the terms and provisions thereof in the form attached as **EXHIBIT A** to this Series 2023 City Bond Resolution with such completions, changes, insertions and modifications as shall be approved by the Mayor, Clerk, or any other Authorized Officer and recognizes that many items governing the terms and conditions of the Series 2023 City Bond are based upon terms, limitations and conditions provided in the Series 2023 Indenture.

SECTION 19. The Series 2023 City Bond Purchase Agreement submitted to the Governing Body in the form as provided in **EXHIBIT B** hereto, and shall be, and the same hereby is, approved in substantially said form. The Mayor and the Clerk are hereby authorized and directed to execute and deliver the Series 2023 City Bond Purchase Agreement with such changes, insertions and omissions as may be approved by such officers, said execution being conclusive evidence of such approval.

SECTION 20. The Mississippi Development Bank Series 2023 Bond Purchase Agreement submitted to the Governing Body in the form as provided in **EXHIBIT C** hereto, which will include the Term Sheet, and shall be, and the same hereby is, approved in substantially said form. The Mayor is hereby authorized and directed to execute the Mississippi Development Bank Series 2023 Bond Purchase Agreement and the Term Sheet for and on behalf of the City, subject to the following conditions : (1) compliance of the City with the provisions of Act regarding the issuance of its Series 2023 City Bond; (2) the aggregate principal amount of the Series 2023 Bonds shall not to exceed \$9,500,000; (3) approval by the City of the sale of the Series 2023 City Bond to the Bank evidenced by the City's execution of the Series 2023 City Bond Purchase Agreement; (4) maturity schedule for Series 2023 Bonds of not to exceed 21 years; (5) the interest rates to be borne by the Series 2023 Bonds pursuant to a Term Sheet to be delivered by the Lender in an amount not to exceed eleven percent (11%); and (6) terms and provisions of the Series 2023 Bonds in compliance with the Act.

The Governing Body hereby approves the form of and execution of the Series 2023 City Bond Purchase Agreement and Mississippi Development Bank Series 2023 Bond Purchase Agreement and hereby authorizes the Mayor and the Clerk to execute same on behalf of said Governing Body. All provisions of the Series 2023 City Bond Purchase Agreement and Mississippi Development Bank Series 2023 Bond Purchase Agreement, when executed as authorized herein, shall be incorporated herein, and shall be deemed to be part of this Series 2023 City Bond Resolution fully and to the same extent as if separately set out verbatim herein, which said Series 2023 City Bond Purchase Agreement and Mississippi Development Bank Series 2023 Bond Purchase Agreement shall be in substantially the form as provided hereto, with such completions, changes, insertions and modifications as shall be approved by the officers executing and delivering the same.

SECTION 21. The Governing Body authorizes the Mayor or any Authorized Officer of the City that upon the approval of the 2023 Urban Renewal Plan to enter into or approve various leases, loans, development agreements and other financing arrangements with the JRA, a Public Entity or Public Benefit Corporation, as defined specifically pursuant to the MS NMTC Act in connection with the NMTC Financing and pursuant to the Code and/or the MS NMTC Act to provide additional funding for the Construction Project.

SECTION 22. The Series 2023 City Bond shall be sold to the Bank based on the terms and conditions of the Series 2023 City Bond Purchase Agreement and the Mississippi Development Bank Series 2023 Bond Purchase Agreement, which incorporates the terms and conditions of the Lender's Term Sheet.

SECTION 23. The Series 2023 Bonds are being sold to Cadence Bank without a view for distributing said Series 2023 Bonds. The Lender shall be required to execute a certification at closing to the effect that the Series 2023 Bonds are being purchased for the account of the Lender without the intent to distribute.

SECTION 24. The City may issue Additional Bonds in one or more series pursuant to a supplement to this Series 2023 Bond Resolution to provide funds for approved projects of the City so long as: (a) no default has occurred and is continuing under this Series 2023 Bond Resolution or the Series 2023 Indenture. Such series of Additional Bonds shall be appropriately designated, shall be dated, shall bear interest at a rate or rates not exceeding the maximum rate then permitted by law, shall be numbered, shall have such paying agents and shall have such maturities and redemption provisions, all as may be provided in the supplement to this Series 2023 City Bond Resolution or separate resolution authorizing the issuance of such series of Additional Bonds. Refunding bonds may be issued under and secured by a supplement to this Series 2023 City Bond Resolution for the purpose of providing funds for the refunding of the Series 2023 City Bond and Additional Bonds, upon compliance with the provisions above. It is intended that this Section 24 allow for the provision of Additional Bonds and refunding bonds commensurate with the ability of the Bank to issue additional Series 2023 Bonds and refunding Series 2023 Bonds as provided in Article II of the Series 2023 Indenture.

SECTION 25. (a) The Bank and the City, without the consent of the owners of any of the Series 2023 Bonds outstanding under the Series 2023 Indenture, may enter into supplements to this Series 2023 City Bond Resolution which shall not be inconsistent with the terms and provisions hereof for any of the purposes heretofore specifically authorized in this Series 2023 City Bond Resolution or the Series 2023 Indenture, and in addition thereto for the following purposes:

- (i) To cure any ambiguity or formal defect or omission in the Series 2023 Indenture;
- (ii) To grant to or confer upon the Series 2023 Trustee for the benefit of the Bondholders any additional benefits, rights, remedies, powers or authorities that may lawfully be granted to or conferred upon the Bondholders or the Series 2023 Trustee, or to make any change which, in the opinion of Bond Counsel, does not materially and adversely affect the interest of the owners of the Outstanding Series 2023 City Bond and does not require unanimous consent of the Bondholders pursuant to the Series 2023 Indenture;
- (iii) To subject to the Series 2023 Indenture additional Revenues, properties or collateral;
- (iv) To modify, amend or supplement the Series 2023 Indenture or any indenture supplemental thereto in such manner as to permit the qualification thereof and thereof under the Trust Indenture Act of 1939 or any similar federal statute hereafter in effect or to permit the qualification of the Series 2023 Bonds for sale under the securities laws of the United States of America or of any of the states of the United States of America, and, if they so determine, to add to the Series 2023 Indenture or any indenture supplemental thereto such other terms, conditions and provisions as may be permitted by said Trust Indenture Act of 1939 or similar federal statute;
- (v) To evidence the appointment of a separate or co-trustee or the succession of a new Trustee under the Series 2023 Indenture or the succession of a new registrar and/or paying agent; and
- (vi) In connection with issuance of refunding bonds.

(b) The provisions of this Series 2023 City Bond Resolution may be amended in any particular with the written consent of the Bank and the owners of not less than a majority of the aggregate principal amount of Series 2023 Bonds then outstanding; provided, however, that no such amendment may be adopted which decreases the percentage of owners of Series 2023 Bonds required to approve any amendment, or which permits a change in the date of payment of the principal of or interest on any Series 2023 Bonds or of any redemption price thereof or the rate of interest thereon.

(c) If at any time the Bank and the City shall request the Series 2023 Trustee to consent to a proposed amendment for any of the purposes of this Section 22, the Series 2023 Trustee shall, upon being satisfactorily indemnified with respect to expenses, cause notice of the proposed execution of such proposed amendment to be given in the manner required by the Series 2023 Indenture. Such notice shall briefly set forth the nature of the proposed amendment and shall state that copies thereof are on file at the principal corporate trust office of the Series 2023 Trustee for inspection by all holders of Series 2023 Bonds. If, within 60 days or such longer period as shall be prescribed by the Bank following such notice, the owners of not less than a majority in aggregate principal amount of the Series 2023 Bonds outstanding at the time of the execution of any such proposed amendment shall have consented to and approved the execution thereof as herein provided, no owner of any Bank Bond shall have any right to object to any of the terms and provisions contained therein, or the operation thereof, or in any manner to question the propriety of the execution thereof, or to enjoin or restrain the Series 2023 Trustee, the City or the Bank from executing or approving the same or from taking any action pursuant to the provisions thereof. Upon the execution of any such proposed amendment as in this Section permitted and provided, this Series 2023 Bond Resolution shall be and be deemed to be modified and amended in accordance therewith.

(d) Copies of any such supplement or amendment shall be filed with the Series 2023 Trustee and delivered to the Bank and the City before such supplement or amendment may become effective.

SECTION 26. The Mayor is hereby given the authority to designate the Series 2023 Trustee under the Series 2023 Indenture providing for the issuance of the Series 2023 Bonds, such designation and approval to be evidenced by the execution of closing documents and certificates by the Executive Director of the Bank, acting for and on behalf of the Bank, and the Mayor of the City, acting for and on behalf of the City.

SECTION 27. The Mayor and/or the Clerk are hereby authorized and directed to sign requisitions and perform such other acts as may be necessary to authorize the payment by the Series 2023 Trustee for the Series 2023 Bonds on the closing date of the Series 2023 Bonds the costs of issuance of said Series 2023 Bank and cost of issuance for the Series 2023 City Bond of the City; provided, however, total costs of issuance for said Series 2023 Bonds and the Series 2023 City Bond shall not exceed five (5%) percent of the par amount of the Series 2023 Bonds.

SECTION 28. Upon receiving the recommendation of the Municipal Advisor, the Mayor and Clerk are hereby authorized and directed to make all final determinations necessary to prepare the Series 2023 Indenture, the sale of the Series 2023 Bonds, including the date of sale, the dated date of the Series 2023 Bonds, the final principal amount of the Series 2023 Bonds, the maturity schedule relating to the Series 2023 Bonds, the redemption terms of the Series 2023 Bonds, to facilitate and provide for the payment in full of the outstanding Series 2022 Bonds and the corresponding Series 2022 City Bond from any amounts remaining in the Series 2022 Construction Fund, the Series 2022 Capitalized Interest Account, Series 2022 General Account and from the proceeds of the Series 2023 Bonds and any other terms thereof; provided, however, that all such determinations shall be made subject to approval by the Bank for the sale of the Series 2023 Bonds and authorization of the Mayor to execute the Mississippi Development Bank Series 2023 Bond Purchase Agreement, including the Term Sheet, acting for and on behalf of the City.

SECTION 29. Prior to their delivery, the Series 2023 City Bond shall be validated pursuant to Sections 31-13-1 *et seq.*, Mississippi Code of 1972, as amended, by the Chancery Court of Hinds County, Mississippi.

SECTION 30. The Mayor and Clerk be, and they are hereby authorized and directed for and on behalf of the Governing Body, to take any and all such action as may be required by the City to carry out and to give effect to the aforesaid documents authorized pursuant to this resolution and to execute all papers, documents, certificates and other instruments that may be required for the carrying out of the authority conferred by this resolution in order to evidence said authority, including of the final Term Sheet in connection with the Series 2023 Bonds.

SECTION 31. All orders, resolutions or proceedings of the Governing Body in conflict with any provision hereof shall be, and the same are hereby repealed, rescinded and set aside, but only to the extent of such conflict. For cause, this Series 2023 City Bond Resolution shall become effective upon the adoption hereof.

EXHIBIT A

INDENTURE OF TRUST

BY AND BETWEEN

MISSISSIPPI DEVELOPMENT BANK

AND

**THE _____,
AS SERIES 2023 TRUSTEE**

DATED AS OF _____, 2023

RE:

MISSISSIPPI DEVELOPMENT BANK

TAXABLE SPECIAL OBLIGATION BONDS, SERIES 2023

(CITY OF JACKSON, MISSISSIPPI GENERAL OBLIGATION PLANETARIUM
IMPROVEMENT BOND PROJECT)

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EXHIBIT A – FORM OF SERIES 2023 CITY BOND

INDENTURE OF TRUST

This INDENTURE OF TRUST is dated as of _____, 2023, by and between the MISSISSIPPI DEVELOPMENT BANK, a public body corporate and politic, of the State of Mississippi (the "State") exercising essential public functions (the "Bank"), organized under the provisions of Mississippi Code of 1972, Sections 31-25-1 et seq. (as from time to time amended, the "Bank Act") and _____, a state banking corporation duly organized and existing under the laws of the State of Mississippi and duly authorized to accept and execute trusts of the character herein with a corporate trust office in Biloxi, Mississippi, as Trustee (the "2023 Trustee").

WITNESSETH:

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

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

NOW, THEREFORE, THIS INDENTURE OF TRUST WITNESSETH:

GRANTING CLAUSES

The Bank, in consideration of the premises and the acceptance by the Series 2023 Trustee of the trusts hereby created and of the purchase and acceptance of the Series 2023 Bonds (as hereinafter defined) by the owners thereof, and for other good and valuable consideration, the receipt of which is hereby acknowledged, in order to secure the payment of the principal of, premium, if any, and interest on the Series 2023 Bonds according to their tenor and effect and to secure the performance and observance by the Bank of all covenants expressed or implied herein and in the Series 2023 Bonds, does hereby grant, transfer, bargain, sell, convey, mortgage, assign and pledge, and grant a security interest in the rights, interests, properties, monies and other assets described in the following Granting Clauses to the Series 2023 Trustee and its successors in trust and assigns forever (collectively, the "Trust Estate"), for the securing of the performance of the obligations of the Bank hereinafter set forth, such grant, transfer, bargaining, sale, conveyance, mortgage, assignment, pledge and security interest, as described in the following Granting Clauses.

GRANTING CLAUSE FIRST

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

GRANTING CLAUSE SECOND

The Series 2023 City Bond (as hereinafter defined) acquired and held by the Series 2023 Trustee pursuant to this Indenture, all the payments thereunder, including Additional Payments as defined herein, due under the Series 2023 City Bond Resolution, all the earnings thereon and all proceeds thereof.

GRANTING CLAUSE THIRD

All funds, accounts and moneys hereinafter pledged to the Series 2023 Trustee as security by the Bank to the extent of that pledge.

TO HAVE AND TO HOLD all and singular the Trust Estate, whether now owned or hereafter acquired, unto the Series 2023 Trustee and its respective successors in trust and assigns forever;

IN TRUST NEVERTHELESS, upon the terms and trusts herein set forth for the equal and proportionate benefit, security and protection of all present and future owners of the Series 2023 Bonds issued under and secured by this Indenture without privilege, priority or distinction as to the lien or otherwise of any of the Series 2023 Bonds over any of the other Series 2023 Bonds except as otherwise expressly provided herein;

PROVIDED HOWEVER, that if the Bank shall pay or cause to be paid, or there shall otherwise be paid or made provision for payment of, the principal of and interest on the Series 2023 Bonds due or to become due thereon, at the times and in the manner mentioned in the Series 2023 Bonds, and shall pay or cause to be paid or there shall otherwise be paid or made provision for payment to the Series 2023 Trustee of all sums of money due or to become due according to the provisions hereof and shall otherwise comply with Article IX hereof, then this Indenture and the rights hereby granted shall cease, determine and be void; otherwise this Indenture to be and remain in full force and effect.

THIS INDENTURE OF TRUST FURTHER WITNESSETH, and it is expressly declared, that all Series 2023 Bonds issued and secured hereunder are to be issued, authenticated and delivered, and all said property, rights and interests, including, without limitation, the amounts hereby assigned and pledged, are to be dealt with and disposed of, under, upon and subject to the terms, conditions, stipulations, covenants, agreements, trusts, uses and purposes hereinafter expressed, and the Bank has agreed and covenanted, and does hereby agree and covenant, with the Series 2023 Trustee and with the respective owners, from time to time, of the Series 2023 Bonds, or any part thereof, as follows (subject, however, to the provisions of Sections 3.11 and 3.12 hereof):

ARTICLE I

DEFINITIONS AND RULES OF INTERPRETATION

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

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

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

"Additional Payments" means such Additional Payments as required by this Indenture, which include, each and all of the following, to be paid by the City under the Series 2023 City Bond Resolution:

- (a) all Costs of Issuance to the extent not paid from the proceeds of the Series 2023 Bonds;
- (b) to or upon the order of the Series 2023 Trustee, upon demand, all fees of the Series 2023 Trustee for services rendered under the Indenture and all fees and charges of the paying agent, registrars, legal counsel, accountants, engineers, public agencies and others incurred in the performance on request of the Series 2023 Trustee of services required under the Indenture for which the Series 2023 Trustee and such other persons are entitled to payment or reimbursement; provided that after payment in full thereof the City may, without creating a default hereunder, contest in good faith the necessity or reasonableness of any such services, fees or expenses other than the Series 2023 Trustee's fees for ordinary services as set forth in the Indenture, paying agency fees and any fees or charges of public agencies;
- (c) to the Issuer and the Series 2023 Trustee, the Administrative Expenses, and all other reasonable expenses incurred by the Issuer and the Series 2023 Trustee in relation to the Construction Project under the Series 2023 City Bond Resolution which are not otherwise required to be paid by the City under the terms of the Series 2023 City Bond Resolution and all indemnity payments required to be made under Section 11.09 hereof; and
- (d) any and all out-of-pocket costs and expenses (including, without limitation, the reasonable fees and expenses of any counsel, accountants, appraisers or other professionals) incurred by the Series 2023 Trustee or the Issuer at any time, in connection with (i) the preparation, negotiation and execution of this Indenture, the Series 2023 City Bond, the Series 2023 City Bond Resolution and all other Bond Documents, any amendment of or modification of this Indenture, the Series 2023 City Bond, the Series 2023 City Bond Resolution or the other Bond Documents (including in connection with any sale, transfer, or attempted sale or transfer of any interest herein to a participant or assignee); (ii) any litigation, contest, dispute, suit, proceeding or action, whether instituted by the Issuer, the Series 2023 Trustee, the City or any other person in any way relating to the Construction Project, the Series 2023 City Bond, the Series 2023 City Bond Resolution, the other Bond Documents, or the City's affairs; (iii) any attempt to enforce any rights of the Series 2023 Trustee or the Issuer against the City or any other person which may be obligated to the Series 2023 Trustee and/or Issuer by virtue of the Series 2023 City Bond, the City Bond Resolution, the other Bond Documents or any other Construction Project related document; (iv) any action to protect, collect, sell, liquidate or otherwise dispose of the Construction Project; and (v) performing any of the obligations relating to or payment of any obligations of the City hereunder in accordance with the terms hereof or any other Bond Document.

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

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

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

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

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

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

"Bond Register" means the registration records of the Bank kept by the Series 2023 Trustee to evidence the registration and transfer of the Series 2023 Bonds.

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

"Bonds" means the Series 2023 Bonds, Series 2023 Bank Bonds and any Refunding Bonds.

"Business Day" means any day, other than a Saturday or Sunday, on which the Series 2023 Trustee or the City Hall of the City is not closed and on which the payment system of the Federal Reserve System, is operational.

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

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

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

"City Bond Interest Payment" means that portion of a City Bond Payment which represents the interest due or to become due on City Bond held by the Series 2023 Trustee pursuant to this Indenture.

"City Bond Payment" means the amounts paid or required to be paid, from time to time, for principal, premium, if any, and interest on the Series 2023 City Bond held by the Series 2023 Trustee pursuant to this Indenture.

"City Bond Principal Payment" means that portion of a City Bond Payment which represents the principal due or to become due on the Series 2023 City Bond held by the Series 2023 Trustee pursuant to this Indenture.

"Code" means the Internal Revenue Code of 1986 in effect on the date of issuance of the Series 2023 Bonds, and the applicable regulations or rulings promulgated or proposed thereunder, and any successor thereto.

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

"Costs of Issuance" shall mean items of expense payable or reimbursable by or indirectly by the Bank and related to the authorization, sale, validation and issuance of the Series 2023 Bonds and the purchase and validation of the Series 2023 City Bond, which items of expense shall include, but not be limited to, printing costs, costs of reproducing documents, filing and recording fees, initial fees and charges of the Series 2023 Trustee, legal fees and charges, professional consultants' fees, financial advisor fees and expenses, costs of credit ratings, fees and charges for execution, transportation and safekeeping of Series 2023 Bonds, credit enhancements or liquidity facility fees, and other costs, charges and fees in connection with the foregoing.

"Counsel" means an attorney or firm of attorneys duly admitted to practice law before the highest court of any state and approved by the Bank and the Series 2023 Trustee.

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

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

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

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

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

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

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

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

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

"Interest Payment Date" means any date on which interest is payable on the Series 2023 Bonds, and for the Series 2023 Bonds, June 1 and December 1, commencing June 1, _____.

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

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

"Notice Address" means, with respect to the City, the City's address given in connection with the sale of the Series 2023 City Bond to the Bank, and, with respect to the Bank, the Series 2023 Trustee and the Original Lender:

Bank: Mississippi Development Bank

735 Riverside Drive, Suite 300

Jackson, MS 39202

Attention: Executive Director

Series 2023 Trustee: _____ Bank

_____, MS 39530

Attention: Corporate Trust Department

Original

Lender: Cadence Bank

525 East Capitol Street

Jackson, MS 39201

Attention: Public Sector Finance

"Opinion of Bond Counsel" means an opinion by a nationally recognized firm experienced in matters relating to the tax exemption for interest payable on obligations of states and their instrumentalities and political subdivisions under federal law, and which is acceptable to the Bank and the Series 2023 Trustee.

"Opinion of Counsel" means a written opinion of Counsel addressed to the Series 2023 Trustee, for the benefit of the owners of the Series 2023, who may (except as otherwise expressly provided in this Indenture) be Counsel to the Bank or Counsel to the owners of the Series 2023 Bonds and who is acceptable to the Series 2023 Trustee.

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

"Outstanding" or "Bonds Outstanding" means all Series 2023 Bonds which have been authenticated and delivered by the Series 2023 Trustee under this Indenture, including Series 2023 Bonds held by the Bank, except:

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

"Paying Agent" means _____ Bank, a state banking corporation, or any successor thereto, acting as the Paying Agent under the Series 2023 City Bond Resolution.

"Positive Cash Flow Certificate" means a certificate prepared in accordance with Section 5.11 hereof by the Bank to the effect that immediately after the occurrence or non-occurrence of a specific action or omission, as appropriate, Revenues expected to be received, together with other moneys expected to be held in the Funds and Accounts under this Indenture (other than the Rebate Fund) and available therefor in accordance with Section 5.11 (b) hereof, will at least be sufficient on each Interest Payment Date to provide payment of the principal and interest of the Outstanding Bonds due on such date and the payment of Program Expenses, if any.

"Principal Office" means, as it relates to the Series 2023 Trustee, the address for the Series 2023 Trustee set forth under the definition of Notice Address above.

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

"Program" means the program for purchasing the Series 2023 City Bond by the Bank pursuant to the Bank Act.

"Program Expenses" means all of the fees and expenses of the Series 2023 Trustee relating to the Series 2023 Bonds or Series 2023 City Bond, any expenses for preparing Positive Cash Flow

Certificates under Section 5.11 and costs of determining the amount rebatable, if any, to the United States of America under Section 6.11 hereof, all to the extent properly allocable to the Program and approved in writing by the Bank.

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

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

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

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

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

"Refunding Bonds" means Series 2023 Bonds issued pursuant to Sections 2.04 and 2.05 hereof and any Supplemental Indenture.

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

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

"Revenues" means the Funds and Accounts and all income, revenues and profits of the Funds and Accounts referred to in the granting clauses hereof including, without limitation, all City Bond Payments and any Additional Payments paid to the Series 2023 Trustee under the City Bond Resolution.

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

"Series 2023 City Bond" means the \$9,500,000 Taxable General Obligation Bond, Series 2023 (Planetarium Improvement Project), of the City.

"Series 2023 Bonds" or "Series 2023 Bank Bonds" means \$9,500,000 Mississippi Development Bank Taxable Special Obligation Bonds, Series 2023 (City of Jackson, Mississippi General Obligation Planetarium Improvement Bond Project) as defined by.

"Series 2023 City Bond Purchase Agreement" means that certain City Bond Purchase Agreement, dated _____, 2023, by and between the City and the Bank in connection with the issuance and sale of the Series 2023 City Bond.

"Series 2023 City Bond Resolution" means that certain Bond Resolution adopted by the City on September 26, 2023, in connection with the issuance of the Series 2023 City Bond.

"Series 2023 Trustee" means the state banking corporation or national banking association with corporate trust powers qualified to act as Trustee under this Indenture which may be designated (originally or as a successor) as Trustee for the owners of the Bonds issued and secured under the terms of this Indenture, and which shall initially be The Peoples Bank, Biloxi, Mississippi.

"State" means the State of Mississippi.

"Supplemental Indenture" means an indenture supplemental to or amendatory of this Indenture, executed by the Bank and the Series 2023 Trustee in accordance with Article XII hereof.

"Trust Estate" means the property, rights, and amounts pledged and assigned to the Trustee pursuant to the granting clauses hereof.

SECTION 1.02 Rules of Interpretation. For all purposes of this Indenture, except as otherwise expressly provided or unless the context otherwise requires:

(a) "This Indenture" means this instrument as originally executed and as it may from time to time be supplemented or amended pursuant to the applicable provisions hereof.

(b) All references in this instrument to designated "Articles," "Sections" and other subdivisions are to the designated Articles, Sections and other subdivisions of this instrument as originally executed. The words "herein," "hereof," "hereunder," and "herewith" and other words of similar

import refer to this Indenture as a whole and not to any particular Article, Section or other subdivision.

- (c) The terms defined in this Article or elsewhere in this Indenture have the meanings assigned to them in this Article or elsewhere in this Indenture, as the case may be, and include the plural as well as the singular.
- (d) All accounting terms not otherwise defined herein have the meanings assigned to them in accordance with generally accepted accounting principles.
- (e) Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders.
- (f) The headings or captions used in this Indenture are for convenience of reference only and shall not define or limit or describe any of the provisions hereof or the scope or intent thereof.

ARTICLE II

AUTHORIZATION AND ISSUANCE OF BONDS

SECTION 2.01 Authorization and Issuance of Series 2023 Bonds. Series 2023 Bonds of the Bank to be known and designated as "Mississippi Development Bank Taxable Special Obligation Bonds, Series 2023 (Jackson, Mississippi General Obligation Planetarium Improvement Bond Project)," are hereby authorized to be issued. The aggregate principal amount of Series 2023 Bonds that may be issued, authenticated and Outstanding hereunder is Nine Million Five Hundred Thousand Dollars (\$9,500,000.00).

There is hereby created by this Indenture, in the manner and to the extent provided herein, a continuing pledge and lien to secure the full and final payment of the principal or Redemption Price of and interest on all of the Series 2023 Bonds issued pursuant to this Indenture. The Series 2023 Bonds shall be payable solely from the Revenues. The State shall not be liable on the Series 2023 Bonds and the Series 2023 Bonds shall not be a debt, liability, pledge of the faith or loan of the credit or moral obligation of the State. The Series 2023 Bonds shall contain on the face thereof a statement to the effect that the Bank is obligated to pay the principal of the Series 2023 Bonds, the interest and the redemption premium, if any, thereon only from the Revenues and that the State is not obligated to pay such principal, interest or redemption premium, if any, and that neither the faith and credit nor the taxing power of the State is pledged to the payment of the Series 2023 Bonds. In the Act, the State has pledged to and agreed with the holders of any Series 2023 Bonds that the State will not limit or alter the rights hereby vested in the Bank to fulfill the terms of any agreements made with the said Bondholders or in any way impair the rights and remedies of such holders until such Series 2023 Bonds, together with the interest thereon, with interest on any unpaid installments of interest, and all costs and expenses in connection with any action or proceeding by or on behalf of such holders of Series 2023 Bonds, are fully met and discharged. All Series 2023 Bonds shall mature on or before December 1, ____.

SECTION 2.02 Purpose and Disposition of Series 2023 Bonds.

The purpose for issuing the Series 2023 Bonds is to fund the Purchase Account, in order to provide funds for the purchase of the Series 2023 City Bond to (a) provide funds for the Construction Project, (b) provide funds to Jackson Redevelopment Authority, an Urban Renewal Agency created under the Urban Renewal Act ("JRA") in connection with the NMTC Financing (defined below) for the Construction Project, (c) provide for the payment in full of the Series 2022 Bonds (as defined in the Series 2023 City Bond Resolution), (d) pursue additional subsidy for the Construction Project by participating and utilizing federal New Markets Tax Credits pursuant to Section 45D of the Internal Revenue Code of 1986, as amended and/or Mississippi Equity Investment Tax Credits pursuant to Sections 57-105-1, Mississippi Code of 1972, as amended and/or supplemented from time to time (the "MS NMTC Act") (collectively, the "NMTC Financing") to finance the Construction Project, (e) authorize the use of a Public Entity (the "Public Entity"), including but not limited to the JRA to be utilized as defined specifically pursuant to §

57-105-1 (7)(b)(iii) of the MS NMTC Act as well as a "Public Benefit Corporation" as defined specifically pursuant to § 57-105-1 (7)(b)(ii) of the MS NMTC Act ("Public Benefit Corporation"); (f) entering into or approving various leases, loans, development agreements and other financing arrangements with the Public Entity, Public Benefit Corporation or other NMTC Financing participants for the purpose of utilizing NMTC Financing as may be approved by further action of the Governing Body; (g) providing for capitalized interest for the Capitalized Interest Account of the General Fund to pay capitalized interest, if necessary, for the Series 2023 City Bond, and (h) paying the costs of borrowing associated with the issuance of the Series 2023 Bonds by funding the Bond Issuance Expense Account, the Series 2023 City Bond and the NMTC Financing (collectively, (a) through (h), the "Project").

Upon the delivery of the Series 2023 Bonds and receipt of the net proceeds therefor, the Bank shall deliver to the Series 2023 Trustee proceeds of the Series 2023 Bonds in the amount of \$9,500,000.00 for deposit (i) into the General Fund, Bond Issuance Expense Account, the sum of \$ _____ to pay Costs of Issuance; (ii) into the General Fund, Capitalized Interest Account, the sum of \$ _____ to pay interest on the Series 2023 Bonds during the construction period for the Project; and (iii) into the General Fund, Purchase Account, \$ _____ of the net proceeds to be distributed to the City as provided in the Series 2023 City Bond Purchase Agreement.

SECTION 2.03 General Description of the Series 2023 Bonds. The Series 2023 Bonds shall be issuable as fully registered bonds in the denomination of \$5,000 or any integral multiple thereof. The Series 2023 Bonds shall be numbered from one (1) upward, as applicable.

Each Series 2023 Bond shall carry an original date of _____, 2023 and shall carry the date on which it is authenticated. If a Series 2023 Bond is authenticated on or prior to June 1, 2023, it shall bear interest from _____, 2023. Each Series 2023 Bond authenticated after June 1, ____ shall bear interest from the most recent Interest Payment Date to which interest has been paid as of the date of authentication of such Series 2023 Bond unless such Series 2023 Bond is authenticated after a Record Date and on or before the next succeeding Interest Payment Date, in which event the Series 2023 Bond will bear interest from such next succeeding Interest Payment Date.

Interest on the Series 2023 Bonds shall be payable on June 1 and December 1 of each year, commencing June 1, _____, until the Series 2023 Bonds are paid with the first principal payment commencing on December 1, ____ until December 1, _____. Interest will be calculated using a three hundred sixty (360) day year based on twelve (12) thirty (30) day months.

The Series 2023 Bonds shall mature on December 1 in the years and in the principal amounts, and shall bear interest at the rates per annum, all as set forth below:

YEAR OF

MATURITY PRINCIPAL AMOUNT INTEREST

RATE

SECTION 2.04 Provisions for Issuance of Bonds. The Bonds shall be executed by Authorized Officers of the Bank for issuance under this Indenture and delivered to the Series 2023 Trustee and thereupon shall be authenticated by the Series 2023 Trustee and by it delivered to the Bank or to the purchasers/lenders thereof, as specified in a written order of the Bank, but only upon the receipt by the Series 2023 Trustee of:

(a) An Opinion of Counsel dated as of the date of delivery thereof to the effect that (i) this Indenture and the performance by the Bank of its obligations hereunder, have been duly authorized, and this Indenture has been duly executed and delivered by the Bank and constitutes the legal, valid and binding agreement of the Bank, enforceable in accordance with its terms; (ii) the Series 2023 Bonds have been duly authorized, sold, executed and delivered by the Bank, and are valid and binding obligations of the Bank enforceable in accordance with their terms; (iii) all resolutions and actions of the Bank relating to the documents in question and all related proceedings comply with all rules and regulations of the Bank and all approvals or other actions required to be obtained or taken by the Bank under the Act have been obtained or taken as required;

- (b) A written order as to the delivery of such Series 2023 Bonds, signed by an Authorized Officer;
- (c) A copy of the resolution adopted and approved by the Bank, authorizing the execution and delivery of this Indenture and the issuance and sale of such Series 2023, certified by an Authorized Officer;
- (d) [Reserved];
- (e) An Opinion of Bond Counsel dated as of the date of delivery thereof;
- (f) A certificate of an Authorized Officer that the issuance of such Series 2023 Bonds will not violate any limitations in the Act or any other laws of the State as to the amount of Series 2023 Bonds that may be Outstanding from time to time;
- (g) A certificate of an Authorized Officer that the Act has not been repealed or amended in a manner that would adversely affect the rights of owners of such Series 2023 Bonds; and
- (h) Such further documents, moneys and securities as are required by the provisions of this Section 2.04 or Article VII.

SECTION 2.05 RESERVED.

SECTION 2.06 Form of Bonds. The Bonds and the Trustee's certificate of authentication to be endorsed on the Series 2023 Bonds are all to be in substantially the following form, with necessary and appropriate variations, omissions and insertions as are permitted or required by this Indenture:

[The remainder of this page left intentionally blank.]

[FORM OF SERIES 2023 BOND]

[FRONT OF BOND]

UNITED STATES OF AMERICA

STATE OF MISSISSIPPI

MISSISSIPPI DEVELOPMENT BANK

TAXABLE SPECIAL OBLIGATION BOND, SERIES 2023

(JACKSON, MISSISSIPPI GENERAL OBLIGATION BOND PLANETARIUM
IMPROVEMENT PROJECT)

NO. 1 \$9,500,000

Interest Rate	Maturity Date	Original Date	Date of Authentication	CUSIP
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%	December 1, _____, 2023	_____, 2023	None
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Registered Owner: _____

Principal Amount: NINE MILLION FIVE HUNDRED THOUSAND AND NO/100TH DOLLARS

Mississippi Development Bank, a body corporate and politic, exercising essential public functions ("Bank"), organized under the laws of the State of Mississippi, for value received, hereby promises to pay to the Registered Owner specified above, or registered assigns, upon surrender hereof, the principal amount stated above in lawful money of the United States of America but solely from

the sources referred to herein and not otherwise, on the Maturity Date specified above, unless this Series 2023 Bond, as hereinafter defined, shall be redeemable and shall previously have been called for redemption and payment of the redemption price made or provided for, and to pay interest on such principal amount in like money, but solely from said sources, from the interest payment date to which interest has been paid as of the date of authentication of this Series 2023 Bond (unless this Series 2023 Bond is authenticated on or before June 1, 2023, then from _____ or unless this Series 2023 Bond is authenticated after June 1, 2023 and on or before the next succeeding interest payment date, then from such interest payment date or unless payment of the interest on this Series 2023 Bond is in default, then from such date when interest has been paid in full) at the Interest Rate per annum stated above, payable on each June 1 and December 1, commencing June 1, ____ with the first principal payment commencing on December 1, ____, until payment of such principal amount shall have been made upon redemption or at maturity. The principal of this Series 2023 Bond is payable at the principal corporate trust office of _____, _____, Mississippi, as trustee (the "Series 2023 Trustee"), or at the principal corporate trust office of any successor trustee appointed under the Indenture hereinafter mentioned; and payments of interest hereon will be made to the Registered Owner hereof (whose name appears on the registration records kept by the Series 2023 Trustee at the close of business on the fifteenth day of the month prior to such Interest Payment Date) by check mailed on the Interest Payment Date by the Series 2023 Trustee to such Registered Owner at his address as it appears on the registration records of the Bank kept by the Series 2023 Trustee or at such other address as is furnished to the Series 2023 Trustee in writing by such Registered Owner or at the written election of the Registered Owner of \$1,000,000 or more in aggregate principal amount of Series 2023 Bonds delivered to the Series 2023 Trustee at least one Business Day prior to the Record Date (as defined in the Indenture) for which such election will be effective by wire transfer to the Registered Owner or by deposit into the account of the Registered Owner if such account is maintained by the Series 2023 Trustee.

This Series 2023 Bond and the other Series 2023 Bonds, and the interest payable hereon and thereon, are payable solely by the Bank from the Revenues (as defined herein) and other funds of the Bank pledged therefor under the Indenture, which Revenues and funds include the payments on the Series 2023 City Bond (as hereinafter defined) purchased by the Bank. The Bank has no taxing power. This Series 2023 Bond and the other Series 2023 Bonds, both as to principal and interest, constitutes neither a debt, liability or loan of the credit of the State of Mississippi ("State") or any political subdivision thereof under the constitution or statutes of the State nor a pledge of the faith and credit, the taxing power or moral obligation of the State or any political subdivision thereof; provided, however, that the Series 2023 City Bond is a general obligation of the City. The issuance of the Series 2023 Bonds under the provisions of the Act, as hereinafter defined, does not, directly, indirectly or contingently, obligate the State or any political subdivision thereof to levy any form of taxation for the payment thereof or to make any appropriation for their payment and such Series 2023 Bonds do not now and shall never constitute a debt of the State or any political subdivision thereof within the meaning of the constitution or the statutes of the State and do not now and shall never constitute a charge against the credit of the State or any political subdivision thereof or a charge against the taxing power of the State or any political subdivision thereof. Neither the State nor any agent, attorney, member or employee of the State or of the Bank shall in any event be liable for the payment of the principal of, premium, if any, or interest on the Series 2023 Bonds or for the performance of any pledge, mortgage, obligation or agreement of any kind whatsoever which may be undertaken by the Bank. No breach by the Bank of any such pledge, mortgage, obligation or agreement may impose any liability, pecuniary or otherwise, upon the State or any agent, employee, attorney or member of the State or of the Bank, or any charge upon their general credit or upon the taxing power of the State. In the Act, the State has pledged and agreed with the holders of any Series 2023 Bonds that the State will not limit or alter the rights hereby vested in the Bank to fulfill the terms of any agreements made with the said Bondholders or in any way impair the rights and remedies of such holders until such Series 2023 Bonds, together with the interest thereon, with interest on any unpaid installments of interest, and all costs and expenses in connection with any action or proceeding by or on behalf of such holders of Series 2023 Bonds, are fully met and discharged.

This Series 2023 Bond is one of an authorized issue of bonds of the Bank known as Mississippi Development Bank Special Obligation Bonds, Series 2023 (Jackson, Mississippi General

Obligation Bond Planetarium Improvement Project) ("Series 2023 Bonds") issued under and secured by an Indenture of Trust dated as of _____, 2023 ("Series 2023 Indenture"), duly executed and delivered by the Bank to _____ Bank, as Series 2023 Trustee. The Series 2023 Bonds are limited in aggregate principal amount to Nine Million Five Hundred Thousand Dollars (\$9,500,000). The Series 2023 Bonds are issued pursuant to Sections 31-25-1 et seq., Mississippi Code of 1972, as amended ("Bank Act") and Sections 21-33-301 et seq., Mississippi Code of 1972, as amended (the "City Bond Act" and together with the Bank Act, the "Act"), to provide funds to purchase the Series 2023 City Bond which is a general obligation of the City secured and described in that certain Series 2023 City Bond Resolution, adopted by the Mayor and City Council of the City on September 26, 2023 (the "Series 2023 City Bond Resolution") to provide funds for the purpose of funding a portion of the (a) repairing, improving, adorning and equipping of the Arts Center of Mississippi and the Russell C. Davis Planetarium and for other authorized purposes in connection with same including constructing, improving and paving streets, sidewalks, driveways, parkways, walkways and public parking facilities and for other authorized purposes under the Act (the "Construction Project"), (b) providing funds to Jackson Redevelopment Authority, an Urban Renewal Agency created under the Urban Renewal Act ("JRA") in connection with the NMTC Financing (defined below) for the Construction Project, (c) providing for the payment in full of the Series 2022 Bonds (as defined in the Series 2023 City Bond Resolution), (d) pursuing additional subsidy for the Construction Project by participating and utilizing federal New Markets Tax Credits pursuant to Section 45D of the Internal Revenue Code of 1986, as amended and/or Mississippi Equity Investment Tax Credits pursuant to Sections 57-105-1, Mississippi Code of 1972, as amended and/or supplemented from time to time (the "MS NMTC Act") (collectively, the "NMTC Financing") to finance the Construction Project, (e) authorizing the use of a Public Entity (the "Public Entity"), including but not limited to the JRA to be utilized as defined specifically pursuant to § 57-105-1 (7)(b)(iii) of the MS NMTC Act as well as a "Public Benefit Corporation" as defined specifically pursuant to § 57-105-1 (7)(b)(ii) of the MS NMTC Act ("Public Benefit Corporation"); (f) entering into or approving various leases, loans, development agreements and other financing arrangements with the Public Entity, Public Benefit Corporation or other NMTC Financing participants for the purpose of utilizing NMTC Financing as may be approved by further action of the Governing Body; (g) providing for capitalized interest, if necessary, for the Series 2023 City Bond, and (h) paying the costs of borrowing associated with the issuance of the Series 2023 Bonds, the Series 2023 City Bond and the NMTC Financing (collectively, (a) through (h), the "Project").

Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Indenture.

The Series 2023 City Bond Resolution, a certified copy of which is on file in the principal corporate trust office of the Series 2023 Trustee, provides that the City is unconditionally obligated to make payments secured by the full, faith and credit of the City in an aggregate amount sufficient, with any other funds available therefor, for the payment in full of the principal of, premium, if any, and interest on all Bonds issued and Outstanding under the Indenture, to the date of payment thereof, and certain costs, expenses and charges of the Bank and the Series 2023 Trustee.

In the Series 2023 City Bond Resolution, the City covenants to levy a direct, continuing special tax upon all of the taxable property within the geographical limits of the City, adequate and sufficient, after allowance shall have been made for the expenses of collection and delinquencies in the payment of taxes, to produce sums required for the payment of the principal of premium, if any, and the interest on the City Bond and any additional obligations of the City under the City Bond Resolution; provided, however, that such tax levy for any year shall be abated pro-tanto to the extent the City on or prior to December 1 of that year has transferred money to the bond fund established for the Series 2023 City Bond, or has made other provisions for funds, to be applied toward the payment of the principal of and interest on the Series 2023 City Bond due during the ensuing fiscal year of the City, in accordance with the provisions of the City Bond Resolution. Said tax shall be extended upon the tax rolls and collected in the same manner and at the same time as other taxes of the City are collected, and the rate of tax which shall be so extended shall be sufficient in each year fully to produce the sums required as aforesaid, without limitation as to time, rate or amount. The avails of said tax are irrevocably pledged in the City Bond Resolution

for the payment of the principal of, premium, if any, and interest on the Series 2023 City Bond and any additional obligations of the City as aforesaid as the same shall respectively mature and accrue.

The Series 2023 Bonds are all equally and ratably secured by and entitled to the protection of the Indenture on a parity one with another (collectively, the "Series 2023 Bonds"). To secure payment of principal of and interest on all Series 2023 Bonds and performance of all other covenants of the Bank under the Indenture, the Bank, pursuant to the Indenture, has assigned and pledged to the Series 2023 Trustee, and has granted to the Series 2023 Trustee a security interest in, the Trust Estate (as defined in the Indenture), including all rights, title and interest of the Bank in and to all moneys and securities from time to time received and held by the Series 2023 Trustee under the Indenture and all income from the deposit, investment and reinvestment thereof except any moneys and securities held in the Rebate Fund established under the Indenture (all such money and funds and accounts referred to in the granting clauses of the Indenture are defined in the Indenture and are herein referred to as the "Revenues"). Reference is hereby made to the Indenture for a description of the rights, duties and obligations of the Bank, the Series 2023 Trustee and the owners of the Series 2023 Bonds, the terms and conditions upon which the Series 2023 Bonds are issued and the terms and conditions upon which the Series 2023 Bonds will be paid at or prior to maturity or will be deemed to be paid upon the making of provision for payment therefor. Copies of the Indenture are on file at the principal corporate trust office of the Series 2023 Trustee.

THE SERIES 2023 BONDS ARE LIMITED AND SPECIAL OBLIGATIONS OF THE BANK AND DO NOT CONSTITUTE OR CREATE AN OBLIGATION, GENERAL OR SPECIAL, DEBT, LIABILITY OR MORAL OBLIGATION OF THE STATE OR ANY OTHER POLITICAL SUBDIVISION THEREOF WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY PROVISIONS WHATSOEVER AND NEITHER THE FAITH OR CREDIT NOR THE TAXING POWER OF THE STATE, THE BANK OR OF ANY OTHER POLITICAL SUBDIVISION THEREOF IS PLEDGED TO THE PAYMENT OF THE PRINCIPAL OF, PREMIUM, IF ANY, OR THE INTEREST ON THE SERIES 2023 BONDS; PROVIDED, HOWEVER, THAT THE CITY BOND CONSTITUTES A PLEDGE OF THE FULL FAITH, CREDIT AND TAXING POWER OF THE CITY. THE SERIES 2023 BONDS ARE NOT A GENERAL OBLIGATION OF THE BANK BUT ARE A LIMITED AND SPECIAL REVENUE OBLIGATION OF THE BANK PAYABLE SOLELY FROM THE TRUST ESTATE, INCLUDING, WITHOUT LIMITATION, THE AVAILS OF THE FULL FAITH, CREDIT AND TAXING POWER OF THE CITY DERIVED OR TO BE DERIVED FROM PAYMENTS MADE BY THE CITY IN RESPECT OF THE CITY BOND PURSUANT TO THE CITY BOND RESOLUTION AND FROM ANY MONEYS RECEIVED BY THE TRUSTEE UNDER THE INDENTURE. THE BANK HAS NO TAXING POWER.

This Series 2023 Bond is transferable by the Registered Owner hereof in person or by his attorney duly authorized in writing at the principal corporate trust office of the Trustee, but only in the manner and subject to the limitations prescribed in the Indenture and upon surrender and cancellation of this Series 2023 Bond. This Series 2023 Bond may be transferred without cost to the Registered Owner except for any tax or governmental charge required to be paid with respect to the transfer. Upon such transfer a new Series 2023 Bond or Series 2023 Bonds of the same maturity and of authorized denomination or denominations for the same aggregate principal amount will be issued to the transferee in exchange therefor.

The Bank and the Trustee may deem and treat the Registered Owner hereof as the absolute owner hereof for the purpose of receiving payment of or on account of principal hereof and the interest due hereon and for all other purposes and neither the Bank nor the Trustee shall be affected by any notice to the contrary.

The Series 2023 Bonds are issuable as fully registered bonds in denominations of \$5,000 and any integral multiple thereof. Subject to the limitations and upon payment of any taxes or governmental charges, Series 2023 Bonds may be exchanged for a like aggregate principal amount of Series 2023 Bonds of the same maturity of authorized denominations.

Optional Redemption. The Series 2023 Bonds (or any portions thereof in integral multiples of \$5,000 each) maturing on or after December 1, _____ are subject to redemption in whole or in part, in principal amounts and maturities selected by the Bank on any date on or after December

1, _____, at par, plus accrued interest to the date of redemption. In the event any of the Series 2023 Bonds are called for optional redemption as aforesaid, notice thereof identifying the bonds to be redeemed will be given by mailing a copy of the redemption notice (which may be a conditional notice of redemption) by registered or certified mail not less than thirty (30) days nor more than sixty (60) days prior to the date fixed for redemption to the Registered Owner of the Series 2023 Bonds to be redeemed at the address shown on the Bond Register. Failure to give such notice by mailing, or any defect therein with respect to any bond, shall not affect the validity of any proceedings for the redemption of other Series 2023 Bonds.

Mandatory Sinking Fund Redemption. The Series 2023 Bonds maturing December 1, _____ in the principal amount of \$9,500,000 are subject to mandatory sinking fund redemption, in part, by lot, on December 1, in each of the years set forth below, at one hundred percent (100%) of the principal amount so redeemed or paid, plus accrued interest as set forth below:

\$9,500,000 Term Bonds

Maturing December 1, _____

_____ %

Year Principal Amount

* Final Maturity

The Registered Owner of this Series 2023 Bond shall have no right to enforce the provisions of the Indenture or to institute an action to enforce the covenants therein, or to take any action with respect to any event of default under the Indenture, or to institute, appear in or defend any suit or other proceeding with respect thereto, except as provided in the Indenture. In certain events, on the conditions, in the manner and with the effect set forth in the Indenture, the principal of all the Series 2023 Bonds issued under the Indenture and then Outstanding may become or may be declared due and payable before the stated maturity thereof, together with interest accrued thereon. Modifications or alterations of the Indenture, or of any supplements thereto, may be made to the extent permitted by, and in accordance with, the Indenture.

The Bank hereby certifies, recites and declares that all acts, conditions and things required by the constitution and statutes of the State, the Indenture, and resolutions of the Bank to exist, happen and be performed prior to the issuance of this Series 2023 Bond do exist, have happened and have

been performed in due time, form and manner as required by the Act; that the issuance of the Series 2023 Bonds, together with all other obligations of the Bank, does not exceed or violate any constitutional or statutory limitation applicable to the Bank; and that the revenues pledged to the payment of the principal of, premium, if any, and interest on the Series 2023 Bonds, as the same become due, are designed to be sufficient in amount for that purpose.

This Series 2023 Bond shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Indenture until the certificate of authentication hereon shall have been signed by the Series 2023 Trustee.

THIS SERIES 2023 BOND HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), AND MAY BE SOLD OR OTHERWISE TRANSFERRED ONLY TO ONE OR MORE ENTITIES EACH OF WHICH REPRESENTS IT IS AN INSTITUTIONAL "ACCREDITED INVESTOR," AS DEFINED IN RULE 501 UNDER THE SECURITIES ACT, OR A "QUALIFIED INSTITUTIONAL BUYER," AS DEFINED IN RULE 144A UNDER THE SECURITIES ACT, OR ANY SUCCESSOR PROVISIONS THERETO, IN ACCORDANCE WITH APPLICABLE FEDERAL AND STATE SECURITIES LAWS.

IN WITNESS WHEREOF, the Mississippi Development Bank has caused this Series 2023 Bond to be executed in its name and on its behalf by the manual or facsimile signature of its Executive Director and a manual or facsimile seal of its official seal to be hereunto impressed or imprinted hereon by any means and attested by the manual signature of its secretary.

MISSISSIPPI DEVELOPMENT BANK

By: _____

Executive Director

ATTEST:

By:

Secretary

(SEAL)

[FORM OF CERTIFICATE OF AUTHENTICATION]

CERTIFICATE OF AUTHENTICATION

This Series 2023 Bond is one of the Series 2023 Bonds issued and delivered pursuant to the provisions of the within mentioned Indenture.

THE PEOPLES BANK

BILOXI, MISSISSIPPI

as Trustee

By: _____

Authorized Signatory

Date of Authentication: _____, 2023

[FORM OF VALIDATION CERTIFICATE]

VALIDATION CERTIFICATE

STATE OF MISSISSIPPI

COUNTY OF HINDS

The undersigned Secretary of the Mississippi Development Bank does hereby certify that the within Series 2023 Bond has been validated and confirmed by Decree of the Chancery Court of the First Judicial District of Hinds County, Mississippi, rendered on the ___ day of _____ 2023.

Secretary

(SEAL)

[FORM OF ASSIGNMENT]

ASSIGNMENT

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

(PLEASE INSERT SOCIAL SECURITY OR OTHER IDENTIFYING NUMBER OF ASSIGNEE)

(PLEASE PRINT OR TYPEWRITE NAME AND ADDRESS OF ASSIGNEE)

the within Series 2023 Bond and all rights thereunder, and hereby irrevocably constitutes and appoints _____, Attorney, to transfer the within Series 2023 Bond on the records kept for registration thereof, with full power of substitution in the premises.

Dated: _____

NOTICE: The signature to this assignment must correspond with the name as it appears upon the face of the within Series 2023 Bond in every particular, without alteration or any change whatever.

Signature Guaranteed:

NOTICE: Signature(s) must be guaranteed by a member of a nationally recognized Medallion Signature Guaranty Program acceptable to the Trustee.

BY: _____

Authorized Officer

[END OF SERIES 2023 BOND FORM]

SECTION 2.07 [RESERVED]

ARTICLE III

GENERAL TERMS AND PROVISIONS OF BONDS

SECTION 3.01 Medium, Form and Place of Payment. The Series 2023 Bonds shall be payable, with respect to interest, principal and Redemption Price, in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts. Interest shall be payable by check mailed on the Interest Payment Date to the Registered Owners as of the Record Date. The Bank may provide for the payment of interest on Bonds to holders of \$1,000,000 or more by wire transfer or by such other method as is acceptable to the Trustee and the Bondholder upon written election of such Bondholder at least one Business Day prior to the applicable Record Date. Principal shall be payable at the Principal Office of the Trustee upon presentation of the Bonds to be paid.

SECTION 3.02 Legends. The Series 2023 Bonds may contain or have endorsed thereon such provisions, specifications and descriptive words not inconsistent with the provisions of this Indenture as may be necessary or desirable to comply with custom, as determined by the Bank prior to the delivery thereof.

SECTION 3.03 Execution. The Series 2023 Bonds shall be executed on behalf of the Bank with the manual or facsimile signature of its Executive Director, Secretary, President or Vice President and shall have impressed or imprinted thereon, by facsimile or otherwise, the official seal of the Bank, which seal shall be attested by the manual or facsimile signature of the Executive Director or Secretary of the Bank. In case any officer of the Bank whose signature or whose facsimile signature shall appear on the Series 2023 Bonds shall cease to be such officer before the delivery of such Bonds, such signature or facsimile signature shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office until delivery. Any Bond may be executed and attested on behalf of the Bank by such officer as at the time of the execution of such Bonds shall be duly authorized or hold the proper office of the Bank although at the date borne by the Bonds or at the date of delivery of the Bonds such officer may not have been so authorized or have held such office.

SECTION 3.04 Authentication. No Bond shall be valid or obligatory for any purpose or entitled to any security or benefit under this Indenture unless and until a certificate of authentication on such Bond substantially in the following form shall have been duly executed by the Trustee, and such executed certificate of the Trustee upon any such Bond shall be conclusive evidence that such Bond has been authenticated and delivered under this Indenture:

CERTIFICATE OF AUTHENTICATION

This Series 2023 Bond is one of the Series 2023 Bonds [is the single bond certificate representing the Series 2023 Bonds] issued and delivered pursuant to the provisions of the within mentioned Indenture.

_____ BANK

_____, MISSISSIPPI

as Trustee

By: _____

Authorized Signatory

The Series 2023 Trustee's certificate of authentication on any Bond shall be deemed to have been executed by it if signed by an authorized representative or signatory of the Trustee, but it shall not be necessary that the same representative or signatory sign the certificate of authentication on all of the Bonds. The signature of the authorized representative or signatory of the Trustee shall be manual.

SECTION 3.05 Mutilated, Lost, Stolen or Destroyed Bonds. If any Bond is mutilated, lost, stolen or destroyed, the Bank shall execute and the Series 2023 Trustee shall authenticate a new Bond or Bonds of the same maturity and denomination, as that mutilated, lost, stolen or destroyed Bond; provided that in the case of any mutilated Bond, such Bond shall first be surrendered to the Series 2023 Trustee, and in the case of any lost, stolen or destroyed Bond, there shall be first furnished to the Trustee evidence of such loss, theft or destruction satisfactory to the Series 2023 Trustee, together with indemnity satisfactory to it. In the event any such Bond shall have matured or been called for redemption, instead of issuing and authenticating a duplicate Bond, the Series 2023 Trustee may pay the same without surrender thereof, provided, however, that in the case of a lost, stolen or destroyed Bond, there shall be first furnished to the Series 2023 Trustee evidence of such loss, theft or destruction satisfactory to the Series 2023 Trustee together with indemnity satisfactory to it. The Series 2023 Trustee may charge the owner of such Bond its reasonable fees and expenses in connection with replacing any Bond mutilated, lost, stolen or destroyed. Any Bond issued pursuant to this Section 3.05 shall be deemed part of the original series of the Bonds in respect of which it was issued and a contractual obligation of the Bank replacing the obligation evidenced by such mutilated, lost, stolen or destroyed Bond.

SECTION 3.06 Registration, Transfer and Exchange of Bonds; Persons Treated as Owners. The Bank shall cause records for the registration and for the transfer of the Bonds to be kept by the Series 2023 Trustee at its Principal Office, and the Series 2023 Trustee is hereby constituted and appointed the bond registrar of the Bank. At reasonable times and under reasonable regulations established by the Series 2023 Trustee, said records may be inspected by the Bank or by Beneficial Owners (or a designated representative thereof) of five percent (5%) or more in aggregate principal amount of the Bonds then Outstanding.

Upon surrender for transfer of any Bond at the Principal Office of the Series 2023 Trustee, duly endorsed by, or accompanied by a written instrument or instruments of transfer in form satisfactory to the Series 2023 Trustee and duly executed by the Registered Owner or his attorney duly authorized in writing, the Bank shall execute and the Series 2023 Trustee shall authenticate and deliver in the name of the transferee or transferees a new Bond or Bonds of the same maturity for a like aggregate principal amount. The Bonds may be transferred or exchanged without cost to the Bondholders except for any tax or governmental charge required to be paid with respect to the transfer or exchange. The execution by the Bank of any Bond of any denomination shall constitute full and due authorization of such denomination and the Series 2023 Trustee shall thereby be authorized to authenticate and deliver such Bond.

The Series 2023 Trustee shall not be required (a) to register, transfer or exchange any Series 2023 Bond during a period of fifteen (15) days next preceding mailing of a notice of redemption of any Bonds, or (b) to register, transfer or exchange any Series 2023 Bonds selected, called or being called for redemption in whole or in part after mailing notice of such call has been made.

The person in whose name a registered Series 2023 Bond shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of principal and interest thereon, shall be made only to or upon the order of the Registered Owner thereof or his legal representative, but such registration may be changed as hereinabove provided. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid.

All Series 2023 Bonds delivered upon any transfer or exchange shall be valid obligations of the Bank, evidencing the same debt as the Bonds surrendered, shall be secured by this Indenture and shall be entitled to all of the security and benefits hereof to the same extent as the Series 2023 Bond surrendered.

SECTION 3.07 Destruction of Bonds. Whenever any Outstanding Bond shall be delivered to the Series 2023 Trustee for cancellation pursuant to this Indenture or upon payment of the principal amount or interest represented thereby or for replacement pursuant to Section 3.05 hereof, such Bond shall be canceled and destroyed by the Series 2023 Trustee and a counterpart of a certificate of destruction evidencing such destruction shall be furnished by the Series 2023 Trustee to the Bank.

SECTION 3.08 No presentment of Bonds. In the event any Bond shall not be presented for payment when the principal thereof comes due, either at maturity, or at the date fixed for redemption thereof, or otherwise, if funds sufficient to pay such Series 2023 Bond shall have been made available to the Trustee for the benefit of the Registered Owner thereof, all liability of the Bank to the Registered Owner thereof for the payment of such Bond shall forthwith cease, terminate and be completely discharged, and thereupon it shall be the duty of the Trustee to hold such funds for four (4) years, for the benefit of the Registered Owner of such Series 2023 Bond, without liability for interest thereon to such Registered Owner, who shall thereafter be restricted exclusively to such funds, for any claim of whatever nature on his part under this Indenture or on, or with respect to, said Series 2023 Bond.

Any money so deposited with and held by the Series 2023 Trustee not so applied to the payment of Series 2023 Bonds within four (4) years after the date on which the same shall become due shall be repaid by the Series 2023 Trustee to the Bank and thereafter the Bondholders shall be entitled to look only to the Bank for payment, and then only to the extent of the amount so repaid, and the Bank shall not be liable for any interest thereon to the Bondholders and shall not be regarded as a trustee of such money.

SECTION 3.09 Other Obligations Payable from Revenues. The Bank shall grant no liens or encumbrances on or security interests in the Trust Estate (other than those created by this Indenture), and, except for the Bonds, shall issue no bonds or other evidences of indebtedness payable from the Trust Estate.

SECTION 3.10 Temporary Bonds. Until the definitive Bonds are ready for delivery, the Bank may execute, in the same manner as is provided in Section 3.03 hereof, and, upon the request of the Bank, the Trustee shall authenticate and deliver, one or more temporary Bonds, which shall be fully registered. Such temporary Bonds shall be subject to the same provisions, limitations and conditions as the definitive Bonds and shall be substantially of the tenor of the definitive Bonds in lieu of which such temporary Bond or Bonds are issued, in the denomination of \$5,000 or any integral multiples thereof authorized by the Bank, and with such omissions, insertions and variations as may be appropriate to temporary Bonds. The Bank at its own expense shall prepare and execute and, upon the surrender of such temporary Bonds shall deliver in exchange therefor definitive Bonds, of the same aggregate principal amount and maturity as the temporary Bonds surrendered. Until so exchanged, the temporary Bonds shall in all respects be entitled to the same benefits and security as definitive Bonds issued pursuant to this Indenture.

If the Bank shall authorize the issuance of temporary Bonds in more than one denomination, the owner of any temporary Bond or Bonds may, at his option, surrender the same to the Trustee in exchange for another temporary Bond or Bonds of like aggregate principal amount and maturity of any other authorized denomination or denominations, and thereupon the Bank shall execute and the Trustee, in exchange for the temporary Bond or Bonds so surrendered and upon payment of the taxes and charges provided for in Section 3.06 hereof, shall authenticate and deliver a

temporary Bond or Bonds of like aggregate principal amount and maturity in such other authorized denomination or denominations as shall be requested by such owner. All temporary Bonds surrendered in exchange either for another temporary Bond or Bonds or for a definitive Bond or Bonds shall be forthwith canceled by the Trustee.

SECTION 3.11 Limitations on Obligations of Bank. The Series 2023 Bonds, together with interest thereon, shall be limited obligations of the Bank and payable solely from the Revenues and shall be a valid claim of the respective owners thereof only against the Funds and Accounts, other than the Rebate Fund and any Accounts created thereunder, established hereunder and the Series 2023 City Bond acquired by the Trustee, all of which are hereby assigned and pledged hereunder for the equal and ratable payment of the Bonds and shall be used for no other purpose than the payment of the Series 2023 Bonds, except as may be otherwise expressly authorized in this Indenture. The Bonds do not constitute a debt or liability or moral obligation of the State or of any political subdivision thereof under the constitution of the State or a pledge of the faith and credit or taxing power of the State or any political subdivision thereof, but shall be payable solely from the Revenues and funds pledged therefor in accordance with this Indenture including, without limitation, the avails of the full faith and credit of the City derived or to be derived from payments made in respect of the Series 2023 City Bond pursuant to the City Bond Resolution. The issuance of the Bonds under the provisions of the Act does not directly, indirectly or contingently, obligate the State or any political subdivision thereof to levy any form of taxation for the payment thereof or to make any appropriation for their payment and such Series 2023 Bonds and the interest payable thereon do not now and shall never constitute a debt of the State or any political subdivision thereof within the meaning of the constitution of the State or the statutes of the State and do not now and shall never constitute a charge against the credit or taxing power of the State or any political subdivision thereof; provided, however, that the Series 2023 City Bond is a general obligation of the City. Neither the State nor any agent, attorney, member or employee of the State or of the Bank, shall in any event be liable for the payment of the principal of, and premium, if any, or interest on the Bonds or damages, if any, for the nonperformance of any pledge, mortgage, obligation or agreement of any kind whatsoever which may be undertaken by the Bank. No breach by the Bank of any such pledge, mortgage, obligation or agreement may impose any liability, pecuniary or otherwise, upon the State or any of the State's or the Bank's agents, members, attorneys, and employees or any charge upon the general credit of the State or a charge against the taxing power of the State or any political subdivision thereof (except the City). In the Act, the State has pledged and agreed with the holders of any Bonds that the State will not limit or alter the rights hereby vested in the Bank to fulfill the terms of any agreements made with the said Bondholders or in any way impair the rights and remedies of such holders until such Series 2023 Bonds, together with the interest thereon, with interest on any unpaid installments of interest, and all costs and expenses in connection with any action or proceeding by or on behalf of such holders of Bonds are fully met and discharged.

SECTION 3.12 Immunity of Officers and Directors. No recourse shall be had for the payment of the Series 2023 Bonds or for any claim based thereon or upon any obligation, covenant or agreement in this Indenture contained against any past, present or future officer, member, director, agent or employee of the Bank or any officer, member, director, trustee, agent or employee of any successor entities thereto, as such, either directly or through the Bank or any successor entities, under any rule of law or equity, statute or constitution or by the enforcement of any assessment or penalty or otherwise, and all such liability of any such officers, members, directors, trustees, agents, or employees as such, is hereby expressly waived and released as a condition of and consideration for the execution of this Indenture and issuance of such Bonds.

ARTICLE IV

REDEMPTION OF BONDS PRIOR TO MATURITY

SECTION 4.01 Redemption.

(a) The Series 2023 Bonds maturing on or after December 1, 2030 are subject to optional redemption on any date on or after December 1, _____. In the event any of the Series 2023 Bonds are called for optional redemption as aforesaid, notice thereof identifying the bonds to be redeemed

will be given by mailing a copy of the redemption notice (which may be a conditional notice of redemption) by registered or certified mail not less than thirty (30) days nor more than sixty (60) days prior to the date fixed for redemption to the Registered Owner of the Series 2023 Bonds to be redeemed at the address shown on the Bond Register. Failure to give such notice by mailing, or any defect therein with respect to any bond, shall not affect the validity of any proceedings for the redemption of other Series 2023 Bonds.

(b) If the City directs the Bank to redeem the Series 2023 Bonds pursuant to Section 3 of the City Bond Resolution, the Bank agrees to accept redemption and redeem the Series 2023 Bonds. The Series 2023 Bonds (or any portions thereof in integral multiples of \$5,000 each) which mature on or after December 1, _____ are subject to optional redemption prior to their stated date of maturity in whole or in part, in principal amounts and maturities as selected by the Bank on any date on or after December 1, _____ at par, plus accrued interest to the date of redemption thereof. Under the Indenture, selection of Series 2023 Bonds to be redeemed within a maturity will be made by lot by the Trustee.

(c) The Series 2023 Bonds are subject to mandatory sinking fund redemption as follows:

The Series 2023 Bonds maturing December 1, _____ in the principal amount of \$9,500,000.00 are subject to mandatory sinking fund redemption, in part, by lot, on December 1, in each of the years set forth below, at one hundred percent (100%) of the principal amount so redeemed or paid, plus accrued interest as set forth below:

\$9,500,000 Term Bonds

Maturing December 1, _____

_____ %

Year Principal Amount

* Final Maturity

ARTICLE V

GENERAL COVENANTS

SECTION 5.01 Payment of Principal and Interest. The Bank covenants and agrees that it will promptly pay the principal of and interest on every Bond issued under this Indenture at the place, on the dates and in the manner provided herein and in said Series 2023 Bonds according to the true intent and meaning thereof, provided that the principal and interest are payable by the Bank solely from Revenues and any other funds or assets of the Bank hereinafter pledged to the Trustee as security by the Bank to the extent of that pledge.

SECTION 5.02 Performance of Covenants; Bank. The Bank covenants and agrees that it will faithfully perform at all times any and all covenants, undertakings, stipulations and provisions contained in this Indenture, in any, and every Bond executed, authenticated and delivered hereunder and in all of its proceedings pertaining thereto. The Bank covenants and agrees that it is duly authorized under the constitution and laws of the State, including particularly the Act, to issue the Series 2023 Bonds authorized hereby and to execute this Indenture and to pledge the Revenues and all other property hereby pledged in the manner and to the extent herein set forth; that all action on its part for the issuance of the Series 2023 Bonds and the execution and delivery of this Indenture has been duly and effectively taken, and that the Series 2023 Bonds in the hands of the owners thereof are and will be valid and enforceable limited obligations of the Bank according to the terms thereof and hereof.

SECTION 5.03 Instruments of Further Assurance. The Bank covenants and agrees that the Series 2023 Trustee may defend its rights to the payment of the Revenues for the benefit of the owners of the Bonds against the claims and demands of all persons whomsoever. The Bank covenants and agrees that it will do, execute, acknowledge and deliver, or cause to be done, executed, acknowledged and delivered, such indentures supplemental hereto and such further acts, instruments and transfers as the Series 2023 Trustee may reasonably require for the better assuring, transferring, pledging, assigning and confirming unto the Series 2023 Trustee all and singular the rights assigned hereby and the amounts and other property pledged hereby to the payment of the principal of and interest on the Series 2023 Bonds.

SECTION 5.04 [RESERVED].

SECTION 5.05 Covenants Concerning Program.

(1) In order to provide for the payment of the principal, premium, if any, and interest on the Series 2023 Bonds and Program Expenses, the Bank shall from time to time, with all practical dispatch and in a sound and economical manner consistent in all respects with the Act, the provisions of this Indenture and sound banking practices and principles, to the extent necessary to provide for the payment of the Series 2023 Bonds (i) do all such acts and things as shall be necessary to receive and collect Revenues (including enforcement of the prompt collection of all arrears on the Series 2023 City Bond), and (ii) diligently enforce, and take all steps, actions and proceedings reasonably necessary in the judgment of the Bank to protect its rights with respect to or to maintain any insurance on the Series 2023 City Bond and to enforce all terms, covenants and conditions of the City Bond including the collection, custody and prompt application of all payments and deposits required by the terms of the Series 2023 City Bond for the purposes for which they were made.

(2) Whenever necessary in order to provide for the payment of debt service on the Bonds, the Bank shall commence appropriate remedies with respect to the Series 2023 City Bond which is in default.

SECTION 5.06 Possession and Inspection of City Bond. The Series 2023 Trustee covenants and agrees to retain or cause its agent to retain possession of the Series 2023 City Bond and a copy of the transcript or documents related thereto and release them only in accordance with the provisions of this Indenture. The Bank and the Series 2023 Trustee covenant and agree that all records and documents in their possession relating to the Series 2023 City Bond shall at all times be open to inspection by such accountants or other agencies or persons as the Bank or the Series 2023 Trustee may from time to time designate.

SECTION 5.07 Accounts and Reports. The Bank covenants and agrees to keep proper records and accounts (separate from all other records and accounts) in which complete and correct entries shall be made of its transactions relating to the Program, the Series 2023 City Bond and the

Funds and Accounts established by this Indenture. Such records, and all other records and papers of the Bank, and such Funds and Accounts shall at all reasonable times be subject to the inspection of the Series 2023 Trustee and the Beneficial Owners of an aggregate of not less than five percent (5%) in principal amount of the Series 2023 Bonds then Outstanding or their representatives duly authorized in writing.

The Series 2023 Trustee covenants and agrees, if requested, to provide to the Bank prior to the twentieth day of the month following the end of each six-month period, commencing with the period ending December 1, 2023, a statement of the amount on deposit in each Fund and Account as of the first day of that month and of the total deposits to and withdrawals from each Fund and Account during the preceding six-month period.

The reports, statements and other documents required to be furnished to or by the Series 2023 Trustee pursuant to any provision of this Indenture shall be provided to the Beneficial Owners of an aggregate of not less than five percent (5%) in principal amount of the Bonds then Outstanding who file or have filed a written request therefor with the Trustee with any such costs of such documents to be paid by the Bondholder.

SECTION 5.08 Bank Covenants with Respect to Series 2023 City Bond.

(1) The Bank covenants and agrees that it will not permit or agree to any material change in the Series 2023 City Bond unless the Bank supplies the Trustee with a Positive Cash Flow Certificate which gives effect to such action.

(2) [Reserved]

(3) The Bank covenants and agrees that it will enforce or authorize the enforcement of all remedies available to owners or holders of the Series 2023 City Bond, unless the Bank provides the Series 2023 Trustee with a Positive Cash Flow Certificate which gives effect to the Bank's failure to enforce or to authorize the enforcement of such remedies; provided, however, that decisions as to the enforcement of remedies shall be within the sole discretion of the Trustee.

(4) The Bank covenants and agrees that it will not sell or dispose of the Series 2023 City Bond.

SECTION 5.09 [RESERVED]

SECTION 5.10 Monitoring Investments. The Bank covenants and agrees to regularly review the investments held by the Series 2023 Trustee in the Funds and Accounts for the purpose of assuring that the Revenues derived from such investments are sufficient to provide, with other anticipated Revenues, the debt service on Outstanding Bonds.

SECTION 5.11 Positive Cash Flow Certificates.

(1) At any time that the provisions of this Indenture shall require that a Positive Cash Flow Certificate be prepared concerning anticipated Revenues and payments on the Series 2023 Bonds, such certificate shall be prepared by a nationally recognized firm of independent accountants acceptable to the Trustee in accordance with this Section 5.11. Such certificate shall set forth:

(a) the Revenues expected to be received on the Series 2023 City Bond financed or expected to be financed with proceeds of Outstanding Bonds;

(b) all other Revenues, including the interest to be earned and other income to be derived from the investment of the Funds and Accounts (other than the Rebate Fund) and the rate or yields used in estimating such amounts;

(c) all moneys expected to be in the Funds and Accounts (other than the Rebate Fund);

(d) [Reserved];

(e) the principal and interest due on all Series 2023 Bonds expected to be Outstanding during such Fiscal Year; and

(f) the amount, if any, of Program Expenses expected to be paid from the Revenues.

(2) In making any Positive Cash Flow Certificate, the accountant or firm of accountants may contemplate the payment or redemption of Series 2023 Bonds for the payment or redemption of

which amounts have been set aside in the Redemption Account. The issuance of Series 2023 Bonds, the making of transfers from one Fund to another and the deposit of amounts in any Fund from any other source may only be contemplated in a Positive Cash Flow Certificate to the extent that such issuance, deposit or transfer has occurred prior to or will occur substantially simultaneously with the delivery of such Positive Cash Flow Certificate. The accountant or firm of accountants shall also supply supporting schedules appropriate to show the sources and applications of funds used, identifying particular amounts to be transferred between Funds, amounts to be applied to the redemption or payment of Series 2023 Bonds and amounts to be used to provide for Costs of Issuance for the Bonds and capitalized interest for the Series 2023 Bonds. The amount of the existing Series 2023 City Bond, existing Investment Securities and existing cash shall be the amounts as of the last day of the month preceding the month in which the Positive Cash Flow Certificate is delivered but shall be adjusted to give effect to scheduled payments of principal and interest on the Series 2023 City Bond, actual payments or proceeds with respect to Investment Securities and actual expenditures of cash expected by the Bank through the end of the then current month.

SECTION 5.12 [RESERVED]

SECTION 5.13 [RESERVED]

SECTION 5.14 Covenants Concerning Preservation of Tax Exemption. The Bank hereby covenants and agrees to take all qualifying actions and to not fail to take any qualifying actions which are necessary in order to protect and preserve the exclusion from gross income for federal income tax purposes of the interest on the Series 2023 Bonds. For this purpose, the Bank shall approve and deliver to the Trustee a memorandum of compliance concerning the provisions of the Code necessary to protect and preserve such exclusion. Such memorandum of compliance may only be amended from time to time upon the receipt by the Trustee of an opinion of Bond Counsel to the effect that compliance by the Bank with the memorandum of compliance will not adversely affect the exclusion of interest on the Series 2023 Bonds from gross income of the holders thereof for federal income tax purposes.

ARTICLE VI

REVENUES AND FUNDS

SECTION 6.01 Source of Payment of Bonds. The Bonds and all payments by the Bank hereunder are limited obligations of the Bank payable solely out of the Trust Estate as authorized by the constitution and statutes of the State, including particularly the Act and this Indenture, as provided herein.

SECTION 6.02 Creation of Funds. There are hereby created by the Bank and ordered established the following funds to be held by the Series 2023 Trustee: (a) the General Fund; and (b) the Rebate Fund. There is hereby created and established in the General Fund a "General Account," "Bond Issuance Expense Account," "Capitalized Interest Account," "Redemption Account," and "Purchase Account." Upon the written request of the Bank, the Trustee shall establish and maintain hereunder such additional Funds, Accounts or subaccounts as the Bank may specify from time to time to the extent that in the judgment of the Trustee the establishment of such Fund or Account is not to the material prejudice of the Trustee or the Bondholders.

SECTION 6.03 Deposit of Net Proceeds of Bonds.

- (1) The Trustee shall deposit the proceeds from the sale of the Series 2023 Bonds in the manner provided in Section 2.02 hereof.
- (2) The Trustee shall deposit the proceeds of any Refunding Bonds in the manner provided in the Supplemental Indenture authorizing the issuance thereof.

SECTION 6.04 Deposit of Revenues and Other Receipts. Upon receipt of any Revenues or other receipts (except the proceeds of the Bonds and moneys received upon sale or redemption prior to maturity of the City Bond), the Trustee shall deposit such amounts into the General Account of the General Fund or such other applicable Fund or Account.

SECTION 6.05 Operation of General Account. The Trustee shall deposit in the General Account of the General Fund all amounts required to be deposited therein pursuant to the provisions of this Article VI and Section 2.02. The Trustee shall invest funds in the General Account in accordance with Article VIII hereof and shall make the following payments from the General Account on the specified dates and, if there are not sufficient funds to make all the payments required, with the following order of priority:

- (a) On or before four (4) Business Days next preceding each Interest Payment Date, to the Trustee such amount (including Investment Securities held by Trustee maturing or callable on or before the applicable Interest Payment Date) as shall be necessary to pay the principal and interest coming due on the Series 2023 Bonds on such Interest Payment Date;
- (b) At such times as shall be necessary, to pay Program Expenses;
- (c) On or before thirty (30) days after each anniversary of the issuance of the Series 2023 Bonds, the amounts, if any, to be transferred to the Rebate Fund; and
- (d) After making such payments in paragraphs (a) through (c) above, the Trustee shall make a determination of the amounts reasonably expected to be received in the form of Series 2023 City Bond Payments in the succeeding twelve (12) months and shall transfer all monies in the General Account which, together with such expected receipts for the succeeding 12 months are in excess of the amounts needed to pay principal and interest on the Series 2023 Bonds within the immediately succeeding twelve month period, to the City at the request of the City with the prior written approval of the Bank.

SECTION 6.06 Operation of the Redemption Account. The Trustee shall deposit in the Redemption Account all moneys received upon the sale or redemption prior to maturity of the Series 2023 City Bond and all other moneys required to be deposited therein pursuant to the provisions of Article IV and Article VI hereof, shall invest such funds pursuant to Article VIII hereof and shall disburse the funds held in the Redemption Account as follows: moneys in the Redemption Account shall be used to redeem Series 2023 Bonds. Such redemption shall be made pursuant to a redemption under the provisions of Article IV hereof. The Trustee shall pay the interest accrued on the Series 2023 Bonds so redeemed to the date of redemption from the General Account and the Redemption Price from the Redemption Account.

SECTION 6.07 Operation of the Purchase Account. The Trustee shall deposit in the Purchase Account all moneys required to be deposited therein pursuant to the provisions of Section 2.02 and Article VI hereof, shall invest such funds pursuant to Article VIII hereof, and shall disburse the funds held in the Purchase Account to purchase the Series 2023 City Bond in accordance with the procedures established by the Bank as set forth in Article VII hereof upon the submission of requisitions of the Bank signed by an Authorized Officer stating that all requirements with respect to such financing set forth in this Indenture have been or will be complied with. Any amounts remaining in the Purchase Account after the purchase of the Series 2023 City Bond shall be transferred to the Redemption Account for the redemption of the Series 2023 Bonds.

SECTION 6.08 Operation of the Capitalized Interest Account. The Trustee shall deposit in the Capitalized Interest Account of the General Fund all amounts required to be deposited therein pursuant to the provisions of this Article VI and Section 2.02. On or before three (3) business days next preceding each Interest Payment Date, for the period from the date of closing through June 1, _____, the Trustee shall transfer from the Capitalized Interest Account for deposit in the General Account such amount less any other amount on deposit in the General Account for the payment of interest, as shall be necessary to pay the interest coming due on the Series 2023 Bonds on such Interest Payment Date to the extent there are available funds. The amounts on deposit in the Capitalized Interest Account, will be transferred by the Trustee to the General Account as follows: \$ _____ for the June 1, _____ Interest Payment Date, \$ _____ for the December 1, _____ Interest Payment Date, and \$ _____ for the June 1, _____ Interest Payment. Any amounts remaining in the Capitalized Interest Account on June 2, _____, shall be transferred to the General Account for the next payment of interest coming due on the Series 2023 Bonds.

SECTION 6.09 [RESERVED]

SECTION 6.10 Operation of Bond Issuance Expense Account. The Trustee shall deposit in the Bond Issuance Expense Account the moneys required to be deposited therein pursuant to Section 2.02 of this Indenture, shall invest such funds pursuant to Article VIII hereof and shall disburse the funds held in the Bond Issuance Expense Account as follows:

- (a) Upon receipt of acceptable invoices and the written authorization of an Authorized Representative of the City and the Executive Director of the Bank, to pay the Costs of Issuance of the Series 2023 Bonds or to reimburse the Bank for amounts previously advanced for such costs; and
- (b) On the date which is thirty (30) days after the date of issuance of the Series 2023 Bonds, any funds remaining in the Bond Issuance Expense Account shall be transferred to the General Account of the General Fund.

SECTION 6.11 Operation of the Rebate Fund.

- (1) The Series 2023 Trustee is authorized to establish and maintain, so long as any Series 2023 Bonds are outstanding and are subject to a requirement that arbitrage profits be rebated to the United States of America, a separate fund to be known as the "Rebate Fund." The Trustee shall make information regarding the Series 2023 Bonds and investments hereunder available to the Bank and shall make deposits and disbursements from the Rebate Fund in accordance with the memorandum of compliance received from the Bank pursuant to Sections 5.14 and 8.02 hereof, shall invest the Rebate Fund as directed by the Bank pursuant to said memorandum of compliance and shall deposit income from such investments immediately upon receipt thereof in the Rebate Fund. Anything in this Indenture to the contrary notwithstanding, the provision of this Section may be superseded or amended by a new memorandum of compliance delivered by the Bank and accompanied by an opinion of Bond Counsel addressed to the Series 2023 Trustee to the effect that the use of the new memorandum of compliance will not adversely affect the exclusion from gross income for federal income tax purposes of the interest on the Series 2023 Bonds.
- (2) If a deposit to the Rebate Fund is required as a result of the computations made by the Bank pursuant to such memorandum of compliance, the Trustee shall upon receipt of direction from the Bank accept such payment for the benefit of the Bank and make transfers of moneys from the General Account to the Rebate Fund to comply with such direction. If amounts in excess of that required to be rebated to the United States of America accumulate in the Rebate Fund, the Trustee shall upon direction from the Bank transfer such amount to the General Account of the General Fund. Records of the determinations required by this Section and the investment instructions must be retained by the Trustee until six (6) years after the Series 2023 Bonds are no longer Outstanding.
- (3) Not later than sixty (60) days after December 1, _____ and every five (5) years thereafter, the Trustee shall, upon written request of the Bank, pay to the United States of America ninety percent (90%) of the amount required to be on deposit in the Rebate Fund as of such payment date provided that direction from the Bank for transfer of such amount has been previously received by the Trustee pursuant to the provisions of Section 6.11(2), and further provided that funds were available in the General Account of the General Fund to make such transfers as directed and one hundred percent (100%) of the amount on deposit in the Rebate Fund as of such payment date. Not later than sixty (60) days after the final retirement of the Series 2023 Bonds, the Trustee shall, upon written request of the Bank pay to the United States of America one hundred percent (100%) of the balance remaining in the Rebate Fund. Each payment required to be paid to the United States of America pursuant to this Section shall be filed with the Internal Revenue Service Center, Ogden, Utah 84201. Each payment shall be accompanied by a copy of the Form 8038-G originally filed with respect to the Series 2023 Bonds, if any, and a statement of the Bank summarizing the determination of the amount to be paid to the United States of America.

SECTION 6.12 Moneys to be Held in Trust. All moneys required to be deposited with or paid to the Trustee for the account of any Fund or Account established under any provision of this Indenture shall be held by the Series 2023 Trustee in trust and applied in accordance with the provisions of this Indenture, except for moneys held pursuant to the Rebate Fund and any Accounts created thereunder and except for moneys deposited with or paid to the Series 2023 Trustee for the redemption of Bonds, notice of the redemption of which has been duly given. Such money shall, while held by the Series 2023 Trustee, constitute part of the Trust Estate and be subject to the

security interest created hereby and shall not be subject to any lien or attachment by any creditor of the Bank.

SECTION 6.13 Amounts Remaining in Funds or Accounts. Any amounts remaining in any Fund or Account after full payment of the Bonds and the fees, charges (including any required rebate to the United States of America) and expenses of the Trustee and all other amounts due and owing hereunder shall be distributed to the City, except for any moneys owing to the Bank which shall be paid to such party and except as provided in Section 3.08 hereof.

SECTION 6.14 Reserved.

ARTICLE VII

PURCHASE OF SERIES 2023 CITY BOND

SECTION 7.01 Terms and Conditions of Purchase. The Series 2023 City Bond purchased by the Bank shall be purchased on the terms and conditions of, and upon submission of the documents required by this Article VII.

SECTION 7.02 Purchases. The Series 2023 Trustee shall pay the purchase price of the Series 2023 City Bond upon receipt by the Series 2023 Trustee of:

- (a) a written requisition of the Bank signed by an Authorized Officer stating to whom payment is to be made and the amount to be paid;
- (b) a certificate signed by an officer of the Bank, attached to the requisition and certifying that the City, pursuant to Series 2023 City Bond Purchase Agreement, has sold or will sell the Series 2023 City Bond to the Bank and is obligated to make Series 2023 City Bond Payments and to pay all fees and charges required to be paid to the Bank under the Series 2023 City Bond Resolution, and that to the knowledge of such officer, such City is not in default under the payment terms or other material terms or provisions of any other obligations of that City;
- (c) a certified transcript of proceedings authorizing the issuance, execution and delivery of the City Bond, which transcript shall contain the certifications required by the Act and such other certifications and representations which are reasonable and appropriate as determined by the Bank or Series 2023 Trustee;
- (d) an Opinion of Bond Counsel in form satisfactory to the Bank stating that the City Bond constitutes valid and binding obligation enforceable in accordance with its terms, subject to such enforcement limitations customarily contained in such opinions;
- (e) the Series 2023 City Bond, registered as to both principal and interest to the Bank and delivered in accordance with the Act;
- (f) an opinion of counsel for the City in form satisfactory to the Bank stating that such City is a Local Governmental Unit within the meaning of the Bank Act;
- (g) a signed Series 2023 City Bond Purchase Agreement from the City; and

Upon receipt of such requisition, transcript, Opinion of Bond Counsel, Series 2023 City Bond and signed documents, the Series 2023 Trustee shall pay such amount directly to the entity entitled thereto as named in such requisition.

SECTION 7.03 Retention and Inspection of Documents. All requisitions, certificates, transcripts, Opinions of Bond Counsel and the Series 2023 City Bond received by the Series 2023 Trustee, as required in this Article as conditions of payment may be relied upon by and shall be retained in the possession of the Series 2023 Trustee, subject at all times during normal business hours to the inspection of the Bank and, after written request received by the Trustee at least five (5) Business Days prior to the date of inspection, by any Beneficial Owner of at least five percent (5%) in principal amount of Outstanding Bonds.

SECTION 7.04 Report. The Bank may require a report to be made by an officer or employee of the Series 2023 Trustee on behalf of the Series 2023 Trustee within sixty (60) days

after the delivery of the Bonds covering all receipts and all disbursements made pursuant to the provisions of this Article VII in respect of the net proceeds of the Bonds deposited in the Purchase Account. Said report shall be supplemented at least once every sixty (60) days by the Trustee until all of the net proceeds of the Bonds deposited in the Purchase Account shall have been expended. Each such report shall be mailed by the Series 2023 Trustee to the Bank.

ARTICLE VIII

INVESTMENT OF MONEYS

SECTION 8.01 General Provisions.

(1) Any moneys held as part of any Fund or Account created under or pursuant to Article VI hereof and the Rebate Fund shall be invested or reinvested by the Series 2023 Trustee as continuously as reasonably possible in such Investment Securities as may be directed in writing by the Bank. All such investments shall at all times be a part of the Fund or Account in which the moneys used to acquire such investments had been deposited and, except as provided in Article VI, all income and profits on such investments, other than from moneys on deposit in the Rebate Fund or any Account created thereunder, shall be deposited as received in the General Account. The Series 2023 Trustee may make any and all such investments through its bond department or through the bond department of any financial institution which is an affiliate of the Series 2023 Trustee and may trade with itself or any of its affiliates in doing so. Moneys in separate Funds and Accounts may not be commingled for the purpose of investment or deposit. The Series 2023 Trustee and the Bank agree that all investments, and all instructions of the Bank to the Series 2023 Trustee with respect thereto shall be made in accordance with prudent investment standards reasonably expected to produce the greatest investment yields while seeking to preserve principal without causing any of the Series 2023 Bonds to be arbitrage bonds as defined in Section 148 of the Code. Any investment losses shall be charged to the Fund or Account in which moneys used to purchase such investment had been deposited. For so long as the Series 2023 Trustee is in compliance with the provisions of this Section 8.01, the Trustee shall not be liable for any investment losses. Moneys in any Fund or Account shall be invested in Investment Securities with a maturity date, or a redemption date which shall coincide as nearly as practicable with times at which moneys in such Funds or Accounts will be required for the purposes thereof. The Series 2023 Trustee shall sell and reduce to cash a sufficient amount of such investments in the respective Fund or Account whenever the cash balance therein is insufficient to pay the amounts contemplated to be paid therefrom at the time those amounts are to be paid. All investment income from the assets held in any Fund or Account, except for the Rebate Fund and any Accounts created thereunder, will be added to the General Account.

(2) The Bank (a) certifies to the owners of the Series 2023 Bonds from time to time Outstanding that moneys on deposit in any Fund or Account in connection with the Series 2023 Bonds, whether or not such moneys were derived from the proceeds of the sale of the Series 2023 Bonds or from any other sources, are not intended to be used in a manner which will cause the interest on the Series 2023 Bonds to lose the exclusion from gross income for federal income tax purposes and (b) covenants with the owners of the Series 2023 Bonds from time to time Outstanding that, so long as any of the Series 2023 Bonds remain Outstanding, moneys on deposit in any Fund or Account established in connection with the Series 2023 Bonds, whether or not such moneys were derived from the proceeds of the sale of the Series 2023 Bonds or from any other source, will not be used in any manner which will cause the interest on the Series 2023 Bonds to become subject to federal income taxation.

SECTION 8.02 Reserved.

SECTION 8.03 Valuation of Investments. For the purpose of determining the amount in any Fund or Account, all Investment Securities credited to such Fund or Account shall be valued at the lesser of (a) the average of the bid and asked prices most recently published prior to the date of determination for those Investment Securities, the bid and asked prices of which are published on a regular basis in The Wall Street Journal, or, if not there, in The New York Times; or (b) the average bid price as of the date of determination by any two nationally recognized government

securities dealers selected by the Trustee for those Investment Securities the bid and asked prices of which are not published on a regular basis as set forth in subsection (a) above; or (c) par value (plus, prior to the first payment of interest following purchase, the amount of any accrued interest paid as part of the purchase price) for Investment Securities which are certificates of deposit and bankers acceptances; or (d) for all other Investment Securities the lesser of cost or market value (exclusive of accrued interest paid as part of the purchase price after the first payment of interest following purchase); provided, however, that any repurchase agreements shall be valued, respectively, at the unpaid repurchase price or principal balance collectible pursuant thereto.

ARTICLE IX

DISCHARGE OF INDENTURE

Except as provided in this Article IX, if payment or provision for payment is made, to the Series 2023 Trustee, of the principal of and interest due and to become due on the Series 2023 Bonds at the times and in the manner stipulated therein, and there is paid or caused to be paid to the Series 2023 Trustee all sums of money due and to become due according to the provisions hereof, and all other amounts due hereunder have been paid in full, then these presents and the Trust Estate and rights hereby granted shall cease, terminate and be void, whereupon the Series 2023 Trustee shall cancel and discharge the lien of this Indenture, and execute and deliver to the Bank such instruments in writing as shall be requisite to cancel and discharge the lien hereof, and release, assign and deliver unto the Bank any and all estate, right, title and interest in and to any and all rights assigned or pledged to the Trustee hereby or otherwise subject to the lien of this Indenture, except moneys or securities held by the Trustee for the payment of the principal of and interest on the Bonds.

Any Bond shall be deemed to be paid within the meaning of this Indenture when (a) payment of the principal of such Bond and interest thereon to the due date thereof (whether such due date be by reason of maturity or upon redemption as provided in this Indenture or otherwise), either (i) shall have been made or caused to have been made in accordance with the terms thereof, or (ii) shall have been provided for by irrevocably depositing with the Trustee, in trust and exclusively for such payment, (A) moneys sufficient to make such payment or (B) Governmental Obligations maturing as to principal and interest in such amounts and at such times, without consideration of any reinvestment thereof, as will insure the availability of sufficient moneys to make such payment, or (C) a combination of such moneys and Governmental Obligations, and (b) all necessary and proper fees and expenses of the Trustee pertaining to the Bonds, including the amount, if any, required to be rebated to the United States of America, with respect to which such deposit is made shall have been paid or deposited with the Trustee.

Notwithstanding the foregoing, in the case of Bonds which by their terms may be redeemed prior to their stated maturity, no deposit under the immediately preceding paragraph shall be deemed a payment of such Bonds as aforesaid until the Bank shall have given the Series 2023 Trustee, in form satisfactory to the Series 2023 Trustee, irrevocable instructions:

- (a) stating the date when the principal of each such Bond is to be paid, whether at maturity or on a redemption date (which shall be any redemption date permitted by this Indenture);
- (b) to call for redemption pursuant to this Indenture any Bonds to be redeemed prior to maturity pursuant to (a) hereof; and
- (c) to mail, as soon as practicable, in the manner prescribed by Article IV hereof, a notice to the owners of such Bonds that the deposit required by (b) of the preceding paragraph has been made with the Series 2023 Trustee and that said Bonds are deemed to have been paid in accordance with this Article and stating the maturity or redemption date upon which moneys are to be available for the payment of the principal of or redemption price, if applicable, on said Bonds as specified in subparagraph (a) of this paragraph; provided, however, such notice can be given in advance of such deposit if such funds represent sufficient funds in the form of cash for the payment of principal of, premium, if any, and interest on the Bonds to be paid prior to their due date by reason of maturity or upon redemption within ninety (90) days of the delivery date of the Bonds.

Any moneys so deposited with the Series 2023 Trustee as provided in this Article may at the direction of the Bank also be invested and reinvested in Governmental Obligations, maturing in the amounts and times as hereinbefore set forth, and all income from all Governmental Obligations in the hands of the Series 2023 Trustee pursuant to this Article which is not required for the payment of the Bonds and interest thereon with respect to which such moneys shall have been so deposited, shall be deposited in the General Account, as and when and collected for use and application as are other moneys deposited in the General Account.

With respect to the Series 2023 Bonds, no such deposit under this Article shall be made or accepted hereunder and no use made of any such deposit unless the Series 2023 Trustee shall have received an Opinion of Bond Counsel to the effect that such deposit and use would not cause any of the Series 2023 Bonds to be treated as arbitrage bonds within the meaning of Section 148 of the Code. Moreover, no such deposit shall be deemed a payment of Bonds unless the Trustee shall have received a verification from an accountant or firm of accountants appointed by the Bank and acceptable to the Series 2023 Trustee verifying the sufficiency of the deposit to pay the principal of, premium, if any, and interest on the Bonds to the due date, whether such due date be by reason of maturity or upon redemption. Provided, however, such verification from an accountant or firm of accountants appointed by the Issuer and acceptable to the Series 2023 Trustee, will not be required if the deposit made with the Series 2023 Trustee represents sufficient funds in the form of cash for the payment of principal of, premium, if any, and interest on the Bonds to be paid prior to their due date by reason of maturity or upon redemption within ninety (90) days of the delivery date of the Series 2023 Bonds. If requested by the Series 2023 Trustee, the Issuer will provide proof in a form acceptable to the Trustee of the sufficiency of the cash funds deposited as stated in the preceding sentence.

Notwithstanding any provision of any other Article of this Indenture which may be contrary to the provisions of this Article, all moneys or Governmental Obligations set aside and held in trust pursuant to the provisions of this Article for the payment of Series 2023 Bonds (including interest thereon but excluding any amounts set aside for rebate to the United States of America) shall be applied to and used solely for the payment of the particular Series 2023 Bonds (including interest thereon) with respect to which such moneys or obligations have been so set aside in trust.

Upon the deposit with the Series 2023 Trustee, in trust, at or before maturity, of money or Governmental Obligations in the necessary amount to pay or redeem all Outstanding Bonds as aforesaid (whether upon or prior to their maturity or the redemption date of such Bonds), provided that if such Bonds are to be redeemed prior to the maturity thereof, notice of such redemption shall have been given as hereinabove provided, or provisions satisfactory to the Series 2023 Trustee shall have been made for the giving of such notice, and compliance with the other payment requirements hereof, this Indenture may be discharged in accordance with the provisions hereof but the limited liability of the Bank in respect of such Bonds shall continue provided that the owners thereof shall thereafter be entitled to payment only out of the moneys or Governmental Obligations deposited with the Trustee as aforesaid.

ARTICLE X

DEFAULT PROVISIONS AND REMEDIES OF TRUSTEE AND BONDHOLDERS

SECTION 10.01 Defaults; Events of Default. If any of the following events occurs, it is hereby defined as and declared to be and to constitute an "Event of Default":

- (a) Default in the due and punctual payment of any interest on any Bond; or
- (b) Default in the due and punctual payment of the principal or redemption premium of any Bond whether at the stated maturity thereof or on any date fixed for redemption; or
- (c) Failure of the Bank to remit to the Series 2023 Trustee within the time limits prescribed herein any moneys which are required by this Indenture to be so remitted; or
- (d) Default in the performance or observance of any other of the covenants, agreements or conditions on the part of the Bank contained in this Indenture or in the Bonds and failure to remedy the same within the time provided in, and after notice thereof pursuant to, Section 10.10 hereof; or

- (e) Any warranty, representation or other statement by or on behalf of the Bank contained in this Indenture or in any instrument furnished in compliance with or in reference to this Indenture is false or misleading, when made, in any material respect, and failure to remedy the same within the time provided in, and after notice thereof pursuant to, Section 10.10 hereof; or
- (f) A petition is filed against the Bank under any bankruptcy, reorganization, arrangement, insolvency, readjustment of debt, dissolution or liquidation law of any jurisdiction whether now or hereafter in effect and is not dismissed within sixty (60) days after such filing; or
- (g) The Bank files a petition in voluntary bankruptcy or seeking relief under any provisions of any bankruptcy, reorganization, arrangement, insolvency, adjustment of debt, dissolution or liquidation law of any jurisdiction whether now or hereafter in effect, or consents to the filing of any petition against it under such law; or
- (h) The Bank is generally not paying its debts as such debts become due, or becomes insolvent or bankrupt, or makes an assignment for the benefit of creditors, or a liquidator or trustee of the Bank or any of its property is appointed by court order or takes possession of such property and such order remains in effect or such possession continues for more than 60 days; or
- (i) Default in the due and punctual payment of any interest or principal on the Series 2023 City Bond; or
- (j) [Reserved]; or
- (k) The Bank for any reason shall be rendered incapable of fulfilling its obligations under this Indenture; or
- (l) There is an event of default under the City Bond Resolution.

SECTION 10.02 Remedies: Rights of Bondholders. Upon the occurrence of an Event of Default, the Trustee shall notify the owners of all Bonds then Outstanding of such Event of Default by registered or certified mail, and will have the following rights and remedies:

- (a) The Trustee may pursue any available remedy at law or in equity or by statute to enforce the payment of the principal of and interest on the Bonds then Outstanding, including enforcement of any rights of the Bank or the Trustee under the City Bond.
- (b) The Trustee may by action or suit in equity require the Bank to account as if it were the trustee of an express trust for the holders of the Bonds and may take such action with respect to the Series 2023 City Bond as the Trustee deems necessary or appropriate and in the best interest of the Bondholders, subject to the terms of the Series 2023 City Bond.
- (c) Upon the filing of a suit or other commencement of judicial proceedings to enforce any rights of the Series 2023 Trustee and of the Bondholders under this Indenture, the Trustee will be entitled, as a matter of right, to the appointment of a receiver or receivers of the Trust Estate and of the Revenues, issues, earnings, income, products and profits thereof, pending such proceedings, with such powers as the court making such appointment shall confer.
- (d) The Trustee may declare the principal of and accrued interest on all Bonds to be due and payable immediately in accordance with this Indenture and the Act, by notice to the Bank and the Attorney General of the State and as otherwise required by the Act.

Upon the occurrence of an Event of Default, (a) if requested so to do by the holders of twenty five percent (25%) or more in aggregate principal amount of all Bonds then Outstanding and if indemnified as provided in Section 11.01(k) hereof, or (b) if indemnified as provided in Section 11.01(k) hereof, the Series 2023 Trustee shall be obligated to exercise such one or more of the rights, remedies and powers conferred by this Section as the Trustee, being advised by Counsel, shall deem most expedient in the interests of the Bondholders.

No right or remedy by the terms of this Indenture conferred upon or reserved to the Series 2023 Trustee (or to the Bondholders) is intended to be exclusive of any other right or remedy, but each and every such right or remedy shall be cumulative and shall be in addition to any other right or remedy given to Series 2023 Trustee or to the Bondholders hereunder or now or hereafter existing

at law or in equity or by statute. The assertion or employment of any right or remedy shall not prevent the concurrent or subsequent assertion or employment of any other right or remedy.

No delay or omission to exercise any right or remedy accruing upon any Event of Default shall impair any such right or remedy or shall be construed to be a waiver of any such Event of Default or acquiescence therein, and every such right or remedy may be exercised from time to time and as often as may be deemed expedient.

No waiver of any Event of Default hereunder, whether by the Trustee or by the Bondholders, shall extend to or shall affect any subsequent Event of Default or shall impair any rights or remedies consequent thereon.

SECTION 10.03 Rights of Bondholders to Direct Proceedings. Anything in this Indenture to the contrary notwithstanding, subject to Section 15.01 herein, the Beneficial Owners of a majority in aggregate principal amount of Series 2023 Bonds then Outstanding shall have the right, at any time during the continuance of an Event of Default, by an instrument or instruments in writing executed and delivered to the Series 2023 Trustee, to direct the time, method and place of conducting all proceedings to be taken in connection with the enforcement of the terms and conditions of this Indenture, or for the appointment of a receiver or any other proceedings hereunder; provided that such direction shall not be otherwise than in accordance with the provisions of law, including the Act, and of this Indenture.

SECTION 10.04 Appointment of Receivers. Upon the occurrence of an Event of Default, and upon the filing of a suit or other commencement of judicial proceedings to enforce any rights of the Series 2023 Trustee and of the Bondholders under this Indenture, the Series 2023 Trustee shall be entitled, as a matter of right, to the appointment of a receiver or receivers of the Trust Estate and of the Revenues, issues, earnings, income, products and profits thereof, pending such proceedings with such powers as the court making such appointment shall confer.

SECTION 10.05 Application of Moneys. All moneys received by the Series 2023 Trustee pursuant to any right or remedy given or action taken under the provisions of this Article (including moneys received by virtue of action taken under provisions of the City Bond) shall, after payment of the costs and expenses of the proceedings resulting in the collection of such moneys and of the expenses, liabilities and advances incurred or made by the Series 2023 Trustee and any other moneys owed to the Series 2023 Trustee hereunder, be deposited in the General Account and all moneys in such Accounts shall be applied as follows:

(a) Unless the principal of all the Bonds shall have become due and payable, all such moneys shall be applied:

FIRST - To the payment to the persons entitled thereto of all installments of interest then due on the Series 2023 Bonds, including interest on any past due principal of any Series 2023 Bond at the rate borne by such Series 2023 Bond, in the order of the maturity of the installments of such interest and, if the amount available shall not be sufficient to pay in full any particular installment, then to such payment ratably, according to the amounts due on such installments, to the persons entitled thereto, without any discrimination or privilege;

SECOND - To the payment to the persons entitled thereto of the unpaid principal of any of the Series 2023 Bonds which shall have become due either at maturity or pursuant to a call for redemption (other than Bonds called for redemption for the payment of which other moneys are held pursuant to the provisions of this Indenture), in the order of their due dates, and, if the amount available shall not be sufficient to pay in full the principal of Series 2023 Bonds due on any particular date, together with such interest, then to such payment ratably, according to the amount of principal due on such date, to the persons entitled thereto without any discrimination or privilege;

THIRD - To be held for the payment to the persons entitled thereto as the same shall become due of the principal of and interest on the Series 2023 Bonds which may then become due either at maturity or upon call for redemption prior to maturity and, if the amount available shall not be sufficient to pay in full the principal of and interest on Series 2023 Bonds due on any particular date, such payment shall be made ratably according to the amount of principal and interest due on such date to the persons entitled thereto without any discrimination or privilege.

(b) If the principal of all the Series 2023 Bonds shall have become due or shall have been declared due and payable, all such moneys shall be applied to the payment of the principal and interest then due and unpaid upon the Series 2023 Bonds, without preference or priority of principal over interest or of interest over principal, or of any installment of interest over any other installment of interest, or of any Series 2023 Bond over any other Series 2023 Bond, ratably, according to the amounts due respectively for principal and interest, to the persons entitled thereto without any discrimination or privilege.

Whenever moneys are to be applied pursuant to the provisions of this Section, such moneys shall be applied at such times, and from time to time, as the Trustee shall determine, having due regard for the amount of such moneys available for application and the likelihood of additional moneys becoming available for such application in the future. Whenever the Series 2023 Trustee shall apply such funds, it shall fix the date (which shall be an Interest Payment Date unless the Series 2023 Trustee shall deem another date more suitable) upon which such application is to be made and upon such date interest on the amounts of principal to be paid on such dates shall cease to accrue. The Series 2023 Trustee shall give such notice as it may deem appropriate of the deposit with it of any such moneys and of the fixing of any such date and shall not be required to make payment of principal to the owner of any Bond until such Bond shall be presented to the Series 2023 Trustee for appropriate endorsement or for cancellation if fully paid.

Whenever all principal of and interest on all Series 2023 Bonds have been paid under the provisions of this Section and all expenses and charges of the Series 2023 Trustee have been paid and all other amounts due hereunder have been paid in full, any balance remaining in the General Account shall be paid as provided in Article VI hereof.

SECTION 10.06 Remedies Vested in the Trustee. All rights of action (including the right to file proof of claims) under this Indenture or under any of the Series 2023 Bonds may be enforced by the Series 2023 Trustee without the possession of any of the Series 2023 Bonds or the production thereof in any trial or other proceeding related thereto and any such suit or proceeding instituted by the Series 2023 Trustee shall be brought in its name as Series 2023 Trustee without the necessity of joining as plaintiffs or defendants any owners of the Series 2023 Bonds, and any recovery of judgment shall be for the equal and ratable benefit of the owners of all the Outstanding Bonds.

SECTION 10.07 Rights and Remedies of Bondholders. No owner of any Series 2023 Bond shall have any right to institute any suit, action or proceeding at law or in equity for the enforcement of this Indenture or for the execution of any trust hereof or for the appointment of a receiver or any other remedy hereunder, unless (a) a Default has occurred, (b) such Default shall have become an Event of Default and the Beneficial Owners of not less than twenty five percent (25%) in aggregate principal amount of Bonds then Outstanding shall have made written request to the Series 2023 Trustee and shall have offered it reasonable opportunity either to proceed to exercise the remedies hereinbefore granted or to institute such action, suit or proceeding in its own name, (c) such Beneficial Owners of Bonds have offered to the Series 2023 Trustee indemnity as provided in Section 11.01(k) hereof, and (d) the Trustee has refused, or for sixty (60) days after receipt of such request and offer of indemnification has failed to exercise the remedies hereinbefore granted, or to institute such action, suit or proceeding in its own name; and such request and offer of indemnity are hereby declared in every case at the option of Series 2023 Trustee to be conditions precedent to the execution of the powers and trusts of this Indenture, and to any action or cause of action for the enforcement of this Indenture, or for the appointment of a receiver or for any other remedy hereunder, it being understood and intended that no one or more owners of the Bonds shall have any right in any manner whatsoever to affect, disturb or prejudice the lien of this Indenture by its, his, her or their action or to enforce any right hereunder except in the manner herein provided, and that all proceedings at law or in equity shall be instituted, had and maintained in the manner herein provided and for the equal and ratable benefit of the owners of all Bonds then Outstanding. However, nothing contained in this Indenture shall affect or impair the right of any Bondholder to enforce the payment of the principal of, premium, if any, and interest on any Bond at and after the maturity thereof, or the limited obligation of the Bank to pay the principal of, premium, if any, and interest on each of the Series 2023 Bonds issued hereunder to the respective

owners thereof at the time and place, from the source and in the manner expressed in the Series 2023 Bonds.

SECTION 10.08 Termination of Proceedings. In case the Series 2023 Trustee or any owner of any Series 2023 Bonds shall have proceeded to enforce any right under this Indenture by the appointment of a receiver or otherwise, and such proceedings shall have been discontinued or abandoned for any reason, or shall have been determined adversely, then and in every such case the Bank, the Trustee and the Bondholders shall be restored to their former positions and rights hereunder, respectively, and with regard to the property herein subject to this Indenture, and all rights, remedies and powers of the Trustee and the owners of Bonds shall continue as if no such proceedings had been taken.

SECTION 10.09 Waivers of Events of Default. The Series 2023 Trustee may, at its discretion waive any Event of Default hereunder and its consequences, and shall do so upon the written request of the Beneficial Owners of (a) more than sixty six and two thirds percent (66 2/3%) in aggregate principal amount of all the Series 2023 Bonds then Outstanding in respect of which an Event of Default in the payment of principal or interest exists, or (b) more than fifty percent (50%) in aggregate principal amount of all Series 2023 Bonds then Outstanding in the case of any other Event of Default; provided, however, that there shall not be waived (x) any Event of Default in the payment of the principal of any Outstanding Bond at the date of maturity specified therein or (y) any Event of Default in the payment when due of the interest on any Outstanding Bond unless prior to such waiver all of the interest or all payments of principal when due, as the case may be, with interest on overdue principal at the rate borne by such Bond, and all expenses of the Trustee in connection with such Event of Default shall have been paid or provided for or (z) any Event of Default for nonpayment of Program Expenses; and in case of any such waiver or rescission, or in case any proceeding taken by the Trustee on account of any such Event of Default shall have been discontinued or abandoned or determined adversely, then and in every such case the Bank, the Series 2023 Trustee and the Bondholders shall be restored to their former positions and rights hereunder, respectively, but no such waiver or recession shall extend to any subsequent or other Event of Default, or impair any rights consequent thereon.

SECTION 10.10 Notice of Defaults under Section 10.01(d) or (e); Opportunity of the Bank to Cure Such Defaults. Anything herein to the contrary notwithstanding, no Default under Section 10.01(d) or (e) hereof shall constitute an Event of Default until actual notice of such Default by registered or certified mail shall be given to the Bank by the Series 2023 Trustee and the Bank shall have had sixty (60) days after receipt of such notice to correct the Default or cause the Default to be corrected, and shall not have corrected the Default or caused the Default to be corrected within the applicable period; provided, however, if the Default be such that it is correctable but cannot be corrected within the applicable period, it shall not constitute an Event of Default if corrective action is instituted by the Bank within the applicable period and diligently pursued until the Default is corrected. If a Default is cured under this Section 10.10, then it will not constitute an Event of Default.

With regard to any alleged Default concerning which notice is given to the Bank under the provisions of this Section, the Bank hereby grants to the Trustee full authority for the account of the Bank to perform any covenant or obligation the failure of performance which is alleged in said notice to constitute an Event of Default, in the name and stead of the Bank with full power to do any and all things and acts to the same extent that the Bank could do and perform any such things and acts and with power of substitution.

ARTICLE XI

TRUSTEE

SECTION 11.01 Acceptance of the Trusts. The Series 2023 Trustee hereby accepts the trusts and duties imposed upon it by this Indenture, and agrees to perform said trusts and duties with the same degree of care and skill in their exercise, as a prudent corporate trustee would exercise or use under the circumstances in the conduct of his own affairs, but only upon and subject to the following express terms and conditions:

(a) The Series 2023 Trustee, prior to the occurrence of an Event of Default and after the curing of all Events of Default which may have occurred, undertakes to perform such duties and only such duties as are specifically set forth in this Indenture. In case an Event of Default has occurred (which has not been cured or waived) the Series 2023 Trustee shall exercise the rights and powers vested in it by this Indenture in accordance with the standard specified above.

(b) The Series 2023 Trustee may execute any of the trusts or powers hereof and perform any of its duties by or through attorneys, agents, receivers or employees but shall not be answerable for the conduct of the same if appointed in accordance with the standard specified above, and shall be entitled to advice of Counsel concerning all matters of trusts hereof and the duties hereunder, and may in all cases pay such reasonable compensation to all such attorneys, agents, receivers and employees as may reasonably be employed in connection with the trusts hereof. The Series 2023 Trustee may act upon the opinion or advice of any attorney or firm of attorneys (who may be the attorney or firm of attorneys for the Bank or the Series 2023 Trustee), if selected in accordance with the standard set forth above. The Series 2023 Trustee shall not be responsible for any loss or damage resulting from any action or non action in good faith in reliance upon such opinion or advice.

(c) The Series 2023 Trustee shall not be responsible for any recital herein or in the Bonds, other than the Certificate of Authentication required by Section 3.04 hereof, or for the validity of the execution by the Bank of this Indenture or of any supplements hereto or instruments of further assurance, or for the sufficiency of the security for the Bonds issued hereunder or intended to be secured hereby.

(d) The Series 2023 Trustee shall not be accountable for the use of any Series 2023 Bonds authenticated or delivered hereunder. The Trustee may become the owner of Series 2023 Bonds secured hereby with the same rights which it would have if not the Series 2023 Trustee and Series 2023 Bonds owned by the Trustee shall be deemed Outstanding unless canceled pursuant to the provisions hereof.

(e) The Series 2023 Trustee shall be protected in acting upon any notice, request, consent, certificate, order, affidavit, letter, telegram or other paper or document reasonably believed to be genuine and correct and to have been signed or sent by the proper person or persons. The Series 2023 Trustee shall not withhold unreasonably its consent, approval or action to any reasonable request of the Bank. Any action taken by the Series 2023 Trustee pursuant to this Indenture upon the request of the Bank or consent of any person who at the time of making such request or giving such consent is the owner of any Series 2023 Bond, shall be conclusive and binding upon all future owners of the same Series 2023 Bond and upon Series 2023 Bonds issued in exchange therefor or in place thereof.

(f) As to the existence or nonexistence of any fact or as to the sufficiency or validity of any instrument, paper or proceeding, the Series 2023 Trustee shall be entitled in good faith to rely upon a certificate signed by an Authorized Officer as sufficient evidence of the facts therein contained and prior to the occurrence of an Event of Default of which the Series 2023 Trustee has become aware shall also be at liberty to accept a similar certificate to the effect that any particular dealing, transaction or action is necessary or expedient but may in its discretion secure such further evidence deemed necessary or advisable, but shall in no case be bound to secure the same. The Series 2023 Trustee may accept a certificate of an Authorized Officer of the Bank under its seal to the effect that a resolution in the form therein set forth has been adopted by the Bank as conclusive evidence that such resolution has been duly adopted and is in full force and effect.

(g) The permissive right of the Series 2023 Trustee to do things enumerated in this Indenture shall not be construed as a duty and it shall not be answerable for other than its gross negligence or willful default.

(h) At any and all reasonable times the Series 2023 Trustee and its duly authorized agents, attorneys, experts, engineers, accountants and representatives shall have the right to inspect any and all of the books, papers and records of the Bank pertaining to the Revenues and receipts pledged to the payment of the Bonds, and to take such memoranda from and in regard thereto as may be desired.

- (i) The Series 2023 Trustee shall not be required to give any bond or surety in respect of the execution of the said trusts and powers or otherwise in respect of the premises.
- (j) Notwithstanding anything elsewhere in this Indenture contained, the Series 2023 Trustee shall have the right, but shall not be required, to demand, in respect of the authentication of any Bonds, the withdrawal of any cash, or any action whatsoever within the purview of this Indenture, any showings, certificates, opinions, appraisals or other information, or corporate action or evidence thereof, in addition to that by the terms hereof required as a condition of such action, deemed desirable by the Series 2023 Trustee for the purpose of establishing the right of the Bank to the authentication of any Bonds, the withdrawal of any cash or the taking of any other action by the Series 2023 Trustee.
- (k) Before taking any action referred to in Section 10.02, 10.03 or 10.07 hereof, the Series 2023 Trustee may require that a satisfactory indemnity bond be furnished for the reimbursement of all expenses to which it may be put and to protect it against all liability, except liability which is adjudicated to have resulted from its gross negligence or willful default, by reason of any action so taken.
- (l) All moneys received by the Series 2023 Trustee shall, until used, applied or invested as herein provided, be held in trust for the purposes for which they were received but need not be segregated from other funds except to the extent required by law and this Indenture. The Series 2023 Trustee shall not be under any liability for interest on any moneys received hereunder except such as may be agreed upon.
- (m) The Series 2023 Trustee for all purposes of this Indenture shall be deemed to be aware of any Event of Default in the payment of principal of or interest on any of the Bonds and any event of default in the payment of principal of and interest on the Series 2023 City Bond.
- (n) The Series 2023 Trustee shall have no obligation to file financing statements or continuation statements.
- (o) The Series 2023 Trustee's immunities and protections from liability and its right to indemnification in connection with the performance of its duties under this Indenture shall extend to the Trustee's officers, directors, agents, attorneys and employees. Such immunities and protections and rights to indemnification, together with the Trustee's right to compensation, shall survive the Trustee's resignation or removal, the discharge of this Indenture and final payment of the Bonds.

SECTION 11.02 Fees, Charges and Expenses of the Trustee. The Series 2023 Trustee shall be entitled to prompt payment and reimbursement upon demand for reasonable fees for its services rendered hereunder and all advances, counsel fees and other expenses reasonably and necessarily made or incurred by the Series 2023 Trustee in connection with such services. The Series 2023 Trustee shall be entitled to payment and reimbursement for the reasonable fees and charges of the Trustee as paying agent and registrar for the Series 2023 Bonds but only as herein provided. Upon any Event of Default, but only upon an Event of Default, the Trustee shall have a first lien with right of payment prior to payment on account of principal of or interest on any Series 2023 Bond upon the Trust Estate for the foregoing fees, charges and expenses incurred by it, respectively.

SECTION 11.03 Intervention by the Trustee. In any judicial proceeding to which the Bank is a party and which in the opinion of the Series 2023 Trustee and its Counsel has a substantial bearing on the interests of the owners of the Series 2023 Bonds, the Trustee may intervene on behalf of the Bondholders, and shall do so if requested in writing by the Beneficial Owners of at least twenty five percent (25%) of the aggregate principal amount of Series 2023 Bonds then Outstanding upon receiving indemnification satisfactory to the Series 2023 Trustee.

SECTION 11.04 Successor Trustee. Any corporation or association into which the Trustee may be converted or merged, or with which it may be consolidated, or to which it may sell or transfer its trust business and assets as a whole or substantially as a whole, or any corporation or association resulting from any such conversion, sale, merger, consolidation or transfer to which it is a party ("Reorganization"), ipso facto shall be and become successor Trustee hereunder, if legally qualified to serve as such, and vested with all of the title to the Trust Estate and all the trusts, powers, discretions, immunities, privileges and all other matters as was its predecessor, without

the execution or filing of any instrument or any further act, deed or conveyance on the part of any of the parties hereto, anything herein to the contrary notwithstanding; provided that within thirty (30) days of the effective date of such Reorganization, the Bank may object to such corporation or association becoming successor Series 2023 Trustee by filing written notice of such objection with the successor Series 2023 Trustee and by mailing such notice to each Bondholder whereupon a successor or temporary Series 2023 Trustee shall be appointed in accordance with Section 11.07 hereof.

SECTION 11.05 Resignation by the Trustee. The Series 2023 Trustee and any successor Series 2023 Trustee may at any time resign from the trusts hereby by giving thirty (30) days' written notice by registered or certified mail to the Bank and the owner of each Series 2023 Bond as shown by the list of Bondholders required by this Indenture to be kept at the office of the Series 2023 Trustee, and such resignation shall only take effect upon the appointment of a successor Trustee in accordance with Section 11.07 and acceptance of such appointment by the successor Trustee.

SECTION 11.06 Removal of the Trustee. The Series 2023 Trustee may be removed at any time with or without cause by an instrument or concurrent instruments in writing delivered to the Series 2023 Trustee and to the Bank and signed by the Beneficial Owners of a majority in aggregate principal amount of all Series 2023 Bonds then Outstanding or their attorneys-in-fact duly. Notice of the removal of the Trustee shall be given in the same manner as provided in Section 11.05 hereof with respect to the resignation of the Series 2023 Trustee. So long as no Event of Default or an event which, with the passage of time would become an Event of Default, shall have occurred and be continuing, the Series 2023 Trustee may be removed at any time for cause by resolution or other official written action taken by the Bank with such written action to be filed with the Series 2023 Trustee.

SECTION 11.07 Appointment of Successor Trustee by the Bondholders; Temporary Trustee. In case the Series 2023 Trustee shall resign or be removed, or be dissolved, or shall be in course of dissolution or liquidation, or otherwise become incapable of acting hereunder, or in case it shall be taken under the control of any public officer or officers, or of a receiver appointed by a court, a successor may be appointed by the owners of a majority in aggregate principal amount of all Bonds then Outstanding by an instrument or concurrent instruments in writing signed by such owners, or by their attorneys in fact duly authorized, a copy of which shall be delivered personally or sent by registered mail to the Bank. Nevertheless, in case of such vacancy, the Bank by resolution may appoint a temporary Trustee to fill such vacancy. Within ninety (90) days of such appointment, the Bondholders may appoint a successor Trustee; any such successor Trustee so appointed by the Bank shall become the successor Trustee if no appointment is made by the Bondholders within such period, but in the event an appointment is made by the Bondholders, the temporary Trustee shall immediately and without further act be superseded by any Trustee so appointed by such Bondholders. Notice of the appointment of a successor Trustee shall be given in the same manner as provided by Section 11.05 hereof with respect to the resignation of a Trustee. Every such Trustee appointed pursuant to the provisions of this Section shall be a trust company or bank in good standing in and incorporated under the laws of the State, duly authorized to exercise trust powers and subject to examination by federal or State authority, having a reported capital and surplus of not less than \$75,000,000, if there be such an institution willing, qualified and able to accept the trust upon reasonable or customary terms.

SECTION 11.08 Concerning Any Successor Trustee. Every successor Trustee appointed hereunder shall execute, acknowledge and deliver to its or his predecessor and also to the Bank an instrument in writing accepting such appointment hereunder, and thereupon such successor, without any further act, deed or conveyance, shall become fully vested with all the estates, properties, rights, powers, trusts, duties and obligations of its predecessors; but such predecessor shall, nevertheless, on the written request of the Bank, after the payment of all fees, charges and expenses which may be due and owing to such predecessor pursuant to the provisions of Section 11.02 hereof, execute and deliver an instrument transferring to such successor Trustee all the estates, properties, rights, powers and trusts of such predecessor hereunder; and shall deliver all securities, moneys and other property or documents held by it as Trustee hereunder to its or his successor hereunder. Should any instrument in writing from the Bank be required by any successor Trustee for more fully and certainly vesting in such successor the estate, rights, powers and duties

hereby vested or intended to be vested in the predecessor any and all such instruments in writing shall, on request, be executed, acknowledged and delivered by the Bank. The resignation of any Series 2023 Trustee and the instrument or instruments removing any Trustee and appointing a successor hereunder, together with all other instruments provided for in this Article, shall be filed or recorded by the successor Trustee in each recording office where this Indenture shall have been filed or recorded, if any.

SECTION 11.09 Indemnification. The Bank, will, to the fullest extent permitted by law, protect, indemnify and save the Trustee and its respective officers, board members, attorneys, agents, and employees, harmless from and against all liabilities, losses, damages, costs, expenses (including attorneys' fees and expenses of the Trustee), taxes, causes of action, suits, claims, demands and judgments of any nature arising from:

- (a) violation of any agreement, provision or condition of this Indenture, the Series 2023 City Bond, the Bonds or the City Bond Resolution except a violation by the Trustee;
- (b) any untrue statement or alleged untrue statement of a material fact contained in any offering material relating to the sale or remarketing of the Bonds (as from time to time amended or supplemented) or arising out of or based upon the omission or alleged omission to state therein a material fact required to be stated therein or necessary in order to make the statements therein not misleading, or failure to properly register or otherwise qualify the sale of the Series 2023 Bonds or failure to comply with any licensing or other law or regulation which would affect the manner whereby or to whom the Series 2023 Bonds could be sold.

Promptly after receipt by the Series 2023 Trustee of notice of the commencement of any action with respect to which indemnity may be sought against the Bank under this Section, the Series 2023 Trustee will notify the Bank in writing of the commencement thereof, and, subject to the provisions hereinafter stated, the Bank shall assume the defense of such action (including the employment of Counsel or such other person as the case may be, and the payment of expenses). Insofar as such action shall relate to any alleged liability with respect to which indemnity may be sought against the Bank, the Series 2023 Trustee shall have the right to employ separate Counsel in any such action and to participate in the defense thereof, but the fees and expenses of such Counsel shall not be at the expense of the Bank unless the employment of such Counsel has been specifically authorized by the Bank, which approval shall not be unreasonably withheld. The Bank shall not be liable to indemnify any person for any settlement of any such action effected without its consent.

The provisions of this Section 11.09 shall survive the payment and discharge of the City Bond and the Bonds.

SECTION 11.10 Successor Trustee as Trustee of Funds, Paying Agent and Registrar. In the event of a change in the office of Series 2023 Trustee, the predecessor Trustee which has resigned or been removed shall cease to be Trustee of the funds provided hereunder and registrar and paying agent for principal of, premium, if any, and interest on the Bonds, and the successor Trustee shall become such Trustee, registrar and paying agent.

ARTICLE XII

SUPPLEMENTAL INDENTURES

SECTION 12.01 Supplemental Indentures not Requiring Consent of Bondholders. The Bank and the Series 2023 Trustee may, without the consent of, or notice to, any of the Bondholders, enter into an indenture or indentures supplemental to this Indenture for any one or more of the following purposes:

- (a) To cure any ambiguity or formal defect or omission in this Indenture;
- (b) To grant to or confer upon the Trustee for the benefit of the Bondholders any additional benefits, rights, remedies, powers or authorities that may lawfully be granted to or conferred upon the Bondholders or the Trustee, or to make any change which, in the opinion of Bond Counsel,

does not materially and adversely affect the interest of the owners of Outstanding Bonds and does not require unanimous consent of the Bondholders pursuant to Section 12.02 hereof;

- (c) To subject to this Indenture additional Revenues, properties or collateral;
- (d) To modify, amend or supplement this Indenture or any indenture supplemental hereto in such manner as to permit the qualification hereof and thereof under the Trust Indenture Act of 1939 or any similar federal statute hereafter in effect or to permit the qualification of the Bonds for sale under the securities laws of the United States of America or of any of the states of the United States of America, and, if so determined, to add to this Indenture or any indenture supplemental hereto such other terms, conditions and provisions as may be permitted by said Trust Indenture Act of 1939 or similar federal statute;
- (e) To evidence the appointment of a separate or co-trustee or the succession of a new Trustee hereunder or the succession of a new registrar and/or paying agent; and
- (f) In connection with issuance of Refunding Bonds.

SECTION 12.02 Supplemental Indentures Requiring Consent of Bondholders. Exclusive of Supplemental Indentures provided for by Section 12.01 hereof and subject to the terms and provisions contained in this Section, and not otherwise, the owners of not less than a majority in aggregate principal amount of the Series 2023 Bonds then Outstanding which are affected (exclusive of Bonds held by the Bank) shall have the right, from time to time, anything contained in this Indenture to the contrary notwithstanding, to consent to and approve the execution by the Bank and the Series 2023 Trustee of such other indenture or indentures supplemental hereto as shall be deemed necessary and desirable by the Series 2023 Trustee for the purpose of modifying, altering, amending, adding to or rescinding, in any particular, any of the terms or provisions contained in this Indenture or in any Supplemental Indenture; provided, however, that nothing in this Section contained shall permit, or be construed as permitting, without the consent of the owners of all then Outstanding Bonds, (a) an extension of the maturity of the principal of or the interest or redemption date on any Bond issued hereunder, or (b) a reduction in the principal amount of any Bond or change in the rate of interest or redemption premium, or (c) a privilege or priority of any Bond or Bonds over any other Bond or Bonds, or (d) a reduction in the aggregate principal amount of the Bonds required for consent to such Supplemental Indenture, or (e) the creation of any lien securing any Bonds other than a lien ratably securing all of the Bonds at any time Outstanding hereunder, or (f) any modification of the trusts, powers, rights, obligations, duties, remedies, immunities and privileges of the Trustee without the written consent of the Trustee.

If at any time the Bank shall request the Trustee to enter into any such Supplemental Indenture for any of the purposes set forth in this Section, the Trustee shall, upon being satisfactorily indemnified with respect to expenses, cause notice of the proposed execution of such Supplemental Indenture to be mailed by registered or certified mail to each owner of a Bond at the address shown on the registration records maintained by the Series 2023 Trustee. Such notice shall briefly set forth the nature of the proposed Supplemental Indenture and shall state that copies thereof are on file at the Principal Office of the Series 2023 Trustee for inspection by all Bondholders. If, within sixty (60) days, or such longer period as shall be prescribed by the Bank, following the mailing of such notice, the owners of not less than fifty one percent (51%) in aggregate principal amount of the Bonds Outstanding at the time of the execution of any such Supplemental Indenture (exclusive of Bonds held by the Bank) shall have consented to and approved the execution of such Supplemental Indenture as provided in Section 15.01 hereof, no owner of any Bond shall have any right to object to any of the terms and provisions contained therein, or the operation thereof, or in any manner to question the propriety of the execution thereof, or to enjoin or restrain the Trustee or the Bank from executing the same or from taking any action pursuant to the provisions thereof. Upon the execution of any such Supplemental Indenture as in this Section permitted and provided, this Indenture shall be and be deemed to be modified and amended in accordance therewith.

ARTICLE XIII

[RESERVED]

ARTICLE XIV

[RESERVED]

ARTICLE XV

MISCELLANEOUS

SECTION 15.01 Consents, Etc., of Bondholders. Any consent, request, direction, approval, objection or other instrument required by this Indenture to be signed and executed by the Bondholders may be in any number or concurrent writings of similar tenor and may be signed or executed by such Bondholders in person or by an agent appointed in writing. Proof of the execution of any such consent, request, direction, approval, objection or other instrument or of the writing appointing any such agent and of the ownership of Series 2023 Bonds, if made in the following manner, shall be sufficient for any of the purposes of this Indenture, and shall be conclusive in favor of the Trustee with regard to any action taken by it or them under such request or other instrument, namely:

(a) The fact and date of the execution by any person of any such writing may be proved (i) by the certificate of any officer in any jurisdiction who by law has power to take acknowledgments within such jurisdiction that the person signing such writing acknowledged before him the execution thereof, or (ii) by an affidavit of any witness to such execution.

(b) The fact of ownership of Series 2023 Bonds and the amount or amounts, numbers and other identification of Bonds, and the date of holding the same shall be proved by the Bond Register of the Bank maintained by the Trustee pursuant to Section 3.06 hereof.

SECTION 15.02 Limitation of Rights. With the exception of rights herein expressly conferred, nothing expressed or mentioned in or to be implied from this Indenture or the Series 2023 Bonds is intended or shall be construed to give to any person or company other than the parties hereto, and the owners of the Bonds, any legal or suitable right, remedy or claim under or in respect to this Indenture or any covenants, conditions and provisions herein contained; this Indenture and all of the covenants, conditions and provisions hereof being intended to be and being for the sole and exclusive benefit of the parties hereto and the owners of the Bonds as herein provided.

SECTION 15.03 Severability. If any provision of this Indenture shall be held or deemed to be or shall, in fact, be illegal, inoperative or unenforceable, the same shall not affect any other provision or provisions herein contained or render the same invalid, inoperative or unenforceable to any extent whatever.

SECTION 15.04 Notices. Any notice, request, complaint, demand, communication or other paper shall be sufficiently given when delivered or mailed by registered or certified mail, postage prepaid, or sent by telegram, addressed to the appropriate Notice Address. A duplicate copy of each notice required to be given hereunder by the Trustee or the Bank to the City or the Original Lender shall also be given to the other. The Bank or the Trustee may, by notice given hereunder, designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent.

SECTION 15.05 Trustee as Paying Agent and Registrar. The Trustee is hereby designated and agrees to act as paying agent and registrar for and in respect to the Bonds.

SECTION 15.06 Payments Due on Saturdays, Sundays and Holidays. In any case where the date of maturity of interest on or principal of the Bonds or the date fixed for redemption of any Series 2023 Bonds shall be in the city of payment a Saturday, Sunday or a legal holiday or a day on which banking institutions are authorized by law to close, then payment of interest or principal may be made on the next Business Day with the same force and effect as if made on the date of maturity or the date fixed for redemption.

SECTION 15.07 Counterparts. This Indenture may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

SECTION 15.08 Receipt of Money or Revenues by Trustee. The Trustee is an authorized agent of the Bank for purposes of receiving money and Revenues on behalf of the Bank in accordance with provisions of this Indenture.

It is not the intent of this Section 15.08, or any other Section of this Indenture, to create a power of attorney relationship between the Bank and the Trustee.

SECTION 15.09 Applicable Provisions of Law. This Indenture shall be governed by and construed in accordance with the laws of the State.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the Bank has caused this Indenture to be executed on its behalf by its Executive Director and the seal of the Bank to be hereunto affixed and duly attested by its Secretary and the Series 2023 Trustee, to evidence its acceptance of the trusts created hereunder, has caused this Indenture to be executed in its name by its duly authorized officers and its corporate seal to be hereunto affixed and duly attested, all as of the day and year first above written.

(SEAL)

MISSISSIPPI DEVELOPMENT BANK

By:

Name: Larry W. Mobley

Title: Executive Director

ATTEST:

Name: Debbie McCollum

Title: Board Secretary

[Signature Page to the Indenture of Trust, by and between, the Mississippi Development Bank and _____ Bank, as Trustee, dated _____, 2023.]

STATE OF MISSISSIPPI

COUNTY OF HINDS

On the _____ day of _____, 2023, before me, a Notary Public in and for said County, personally appeared Larry W. Mobley and Debbie McCollum to me personally known, who, being by me first duly sworn, did say that they are the Executive Director and Secretary, respectively, of the Mississippi Development Bank, the Bank named in and which executed the foregoing Indenture, that the seal affixed to said instrument is the seal of the Bank, and that said instrument was signed, sealed, executed and delivered on behalf of said Bank by authority of its Board of Directors.

Notary Public

My Commission Expires:

(SEAL)

The foregoing Indenture of Trust is hereby acknowledged and accepted by _____ Bank on this the ____ day of _____ 2023.

_____ BANK
_____, MISSISSIPPI
as Trustee

By:

Name: _____

Title: _____

[Signature Page to the Indenture of Trust, by and between, the Mississippi Development Bank and _____ Bank, as Trustee, dated _____, 2023.]

STATE OF MISSISSIPPI

COUNTY OF _____

On the _____ day of _____, 2023, before me, a Notary Public in and for said County, personally appeared _____ to me personally known, who, being by me first duly sworn, did say that she is the Corporate Trust Officer, the Series 2023 Trustee named in and which executed the foregoing Indenture, that the seal affixed to said instrument is the seal of the Trustee,

and that said instrument was signed, sealed, executed and delivered on behalf of said Trustee by authority of its Board of Directors.

Notary Public

My Commission Expires:

(SEAL)

EXHIBIT A

FORM OF SERIES 2023 CITY BOND

[BOND FORM]

THIS CITY BOND HAS BEEN ASSIGNED TO _____, _____, _____, AS TRUSTEE UNDER AN INDENTURE OF TRUST, DATED _____, 2023, BY AND BETWEEN THE MISSISSIPPI DEVELOPMENT BANK AND THE SERIES 2023 TRUSTEE (THE "SERIES 2023 INDENTURE"). THIS CITY BOND IS REGISTERED IN THE NAME OF THE SERIES 2023 TRUSTEE AND IS NON-TRANSFERRABLE EXCEPT AS PERMITTED IN THE SERIES 2023 INDENTURE.

UNITED STATES OF AMERICA

STATE OF MISSISSIPPI

HINDS COUNTY

CITY OF JACKSON

TAXABLE GENERAL OBLIGATION BOND

SERIES 2023

NO. 1 \$ _____

Rate of Interest	Maturity	Dated Date	CUSIP
%		_____, 2023	NA

Registered Owner: _____, _____ as Trustee (the "Series 2023 Trustee")

Principal Amount: DOLLARS

The City of Jackson, State of Mississippi (the "City"), a body politic existing under the Constitution and laws of the State of Mississippi (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, upon the presentation and surrender of this Series 2023 City Bond, at the principal office of _____, _____, _____, or its successor, as paying agent (the "Paying Agent") for the Taxable General Obligation Bond, Series 2023, of the City (the "Series 2023 City Bond"), on the maturity date identified above, the principal amount identified above. Payment of the principal amount of this Series 2023 City Bond shall be made to the Registered Owner hereof who shall appear in the registration records of the City maintained by _____, _____, _____, or its successor, as transfer agent for the Series 2023 City Bond (the "Transfer Agent") at the times and periods as provided in the Series 2023 Indenture (herein defined).

The City further promises to pay interest on such principal amount from the date of this Series 2023 City Bond until said principal sum is paid, to the Registered Owner hereof who shall appear in the registration records of the City maintained by the Transfer Agent as of the Record Date (as defined in the Series 2023 Bond Resolution (defined below)).

Payments of principal of and interest on this Series 2023 City Bond shall be made by check or draft mailed on the Interest Payment Date (as defined in the Series 2023 Bond Resolution) to such Registered Owner's address as it appears on such registration records.

This Series 2023 City Bond is issued under the authority of the Constitution and statutes of the State of Mississippi, including Sections 21-33-301 et seq., Mississippi Code of 1972, as amended (the "City Bond Act") and Sections 31-25-1 et seq., Mississippi Code of 1972, as amended (the "Bank Act" and together with the City Bond Act, the "Act"), and by the further authority of proceedings duly had by the Mayor and City Council of the City (the "Governing Body"), including a resolution adopted September 26, 2023 (the "Series 2023 City Bond Resolution").

This Series 2023 City Bond is issued in the aggregate authorized principal amount of not to exceed Nine Million Five Hundred Thousand Dollars (\$9,500,000) to raise money for the purpose of funding a portion of the (a) repairing, improving, adorning and equipping of the Arts Center of Mississippi and the Russell C. Davis Planetarium and for other authorized purposes in connection with same including constructing, improving and paving streets, sidewalks, driveways, parkways, walkways and public parking facilities and for other authorized purposes under the Act (the "Construction Project"), (b) providing funds to Jackson Redevelopment Authority, an Urban Renewal Agency created under the Urban Renewal Act ("JRA") in connection with the NMTC Financing (defined below) for the Construction Project, (c) providing for the payment in full of the Series 2022 Bonds (as defined in the Series 2023 City Bond Resolution), (d) pursuing additional subsidy for the Construction Project by participating and utilizing federal New Markets Tax Credits pursuant to Section 45D of the Internal Revenue Code of 1986, as amended and/or Mississippi Equity Investment Tax Credits pursuant to Sections 57-105-1, Mississippi Code of 1972, as amended and/or supplemented from time to time (the "MS NMTC Act") (collectively, the "NMTC Financing") to finance the Construction Project, (e) authorizing the use of a Public Entity (the "Public Entity"), including but not limited to the JRA to be utilized as defined specifically pursuant to § 57-105-1 (7)(b)(iii) of the MS NMTC Act as well as a "Public Benefit Corporation" as defined specifically pursuant to § 57-105-1 (7)(b)(ii) of the MS NMTC Act ("Public Benefit Corporation"); (f) entering into or approving various leases, loans, development agreements and other financing arrangements with the Public Entity, Public Benefit Corporation or other NMTC Financing participants for the purpose of utilizing NMTC Financing as may be approved by further action of the Governing Body; (g) providing for capitalized interest, if necessary, for the Series 2023 City Bond, and (h) paying the costs of borrowing associated with the issuance of the Series 2023 Bonds, the Series 2023 City Bond and the NMTC Financing (collectively, (a) through (h), the "Project").

The City will duly and punctually pay the principal of, premium, if any, and interest on the Series 2023 City Bond at the dates and the places and in the manner mentioned in the Series 2023 City Bond Resolution, according to the true intent and meaning thereof. Notwithstanding any schedule

of payments upon the Series 2023 City Bond, the City agrees to make payments upon the Series 2023 City Bond and be liable therefor at such times and in such amounts (including principal, premium, if any, and interest) so as to provide for payment of the principal of, premium, if any, and interest on the not to exceed \$9,500,000 Mississippi Development Bank Taxable Special Obligation Bonds, Series 2023 (Jackson, Mississippi General Obligation Planetarium Improvement Bond Project) (the "Series 2023 Bank Bonds"), outstanding under the Indenture of Trust, by and between the Mississippi Development Bank (the "Bank") and the Series 2023 Trustee, dated _____, 2023 (the "Series 2023 Indenture") when due whether upon a scheduled interest payment date, at maturity or by mandatory redemption or optional redemption.

Reference is hereby made to the Series 2023 City Bond Resolution and to all amendments and supplements thereto for the provisions, among others, with respect to the nature and extent of the security for the Bondholder, the rights, duties and obligations of the City and the Bondholder and the terms upon which the Series 2023 City Bond is or may be issued and secured.

The City and the Paying Agent may deem and treat the Registered Owner hereof as the absolute owner for the purpose of receiving payment of or on account of principal hereof and interest due hereon and for all other purposes and neither the City nor the Paying Agent shall be affected by any notice to the contrary.

The Series 2023 City Bond is and will continue to be payable as to principal and interest out of and secured by an irrevocable pledge of the avails of a direct and continuing tax to be levied annually without limitation as to time, rate or amount upon all the taxable property within the geographical limits of the City; provided, however, that such tax levy for any year shall be abated pro tanto to the extent the City on or prior to September 1 of that year has transferred money to the bond fund of the Series 2023 City Bond, or has made other provisions for funds, to be applied toward the payment of the principal of and interest on the Series 2023 City Bond due during the ensuing fiscal year of the City, in accordance with the provisions of the Series 2023 City Bond Resolution. The City, when necessary, will levy annually a special tax upon all taxable property within the geographical limits of the City adequate and sufficient to provide for the payment of the principal of and the interest on the Series 2023 City Bond as the same falls due.

This Series 2023 City Bond is the only evidence of indebtedness issued and outstanding under the Series 2023 City Bond Resolution. This Series 2023 City Bond has been purchased by the Bank and has been assigned to the Series 2023 Trustee under the Series 2023 Indenture; this Series 2023 City Bond is registered in the name of the Series 2023 Trustee and is non-transferrable except as provided in the Series 2023 Indenture.

The City and the Series 2023 Trustee may deem and treat the person in whose name this Series 2023 City Bond is registered as the absolute owner hereof, whether this Series 2023 City Bond shall be overdue or not, for the purpose of receiving payment of the principal of, redemption premium, if any, and interest on this Series 2023 City Bond and for all other purposes. All such payments so made to the registered owner shall be valid and effectual to satisfy and discharge the liability upon this Series 2023 City Bond to the extent of the sum or sums or paid, and neither the City nor the Series 2023 Trustee shall be affected by any notice to the contrary.

This Series 2023 City Bond shall only be redeemed under the Series 2023 City Bond Resolution to the extent and in the manner required to redeem the Series 2023 Bank Bonds pursuant to the provisions of the Series 2023 Indenture.

Modifications or alterations of the Series 2023 Bond Resolution may be made only to the extent and under the circumstances permitted by the Series 2023 Indenture.

This Series 2023 City Bond shall not be valid or become obligatory for any purpose or be entitled to any benefit or security under the Series 2023 City Bond Resolution until the certificate of registration and authentication hereon shall have been signed by the Transfer Agent.

IT IS HEREBY CERTIFIED, RECITED AND REPRESENTED that all conditions, acts and things required by law to exist, to have happened and to have been performed precedent to and in the issuance of the Series 2023 City Bond, in order to make the same legal and binding general obligation of the City, according to the terms thereof, do exist, have happened and have been performed in regular and due time, form and manner as required by law. For the performance in

apt time and manner of every official act herein required, and for the prompt payment of this Series 2023 City Bond, both principal and interest, the full faith and credit of the City are hereby irrevocably pledged.

IN WITNESS WHEREOF, the City has caused this Series 2023 City Bond to be executed in its name by the manual or facsimile signature of the Mayor of the City, countersigned by the manual or facsimile signature of the City Clerk of the City, under the manual or facsimile seal of the City, which said manual or facsimile signatures and seal said officials adopt as and for their own proper signatures and seal, on this the ____ day of _____, 2023.

CITY OF JACKSON, MISSISSIPPI

BY: _____
Mayor

COUNTERSIGNED:

City Clerk
(SEAL)

CERTIFICATE OF REGISTRATION AND AUTHENTICATION

This Series 2023 City Bond is the Series 2023 City Bond described in the within mentioned Series 2023 City Bond Resolution and is the Taxable General Obligation Bond, Series 2023, of the City of Jackson, Mississippi.

_____,
as Transfer Agent

BY: _____
Authorized Signatory

Date of Registration and Authentication: _____, 2023

REGISTRATION AND VALIDATION CERTIFICATE

STATE OF MISSISSIPPI
COUNTY OF HINDS
CITY OF JACKSON

I, the undersigned City Clerk of the City of Jackson, Mississippi, do hereby certify that the within City Bond has been duly registered by me as an obligation of said City pursuant to law in a record kept in my office for that purpose, and has been validated and confirmed by Decree of the Chancery Court of Hinds County, Mississippi, rendered on the ___ day of _____, 2023.

City Clerk

(SEAL)

[END OF CITY BOND FORM]

EXHIBIT B

CITY BOND PURCHASE AGREEMENT

THIS CITY BOND PURCHASE AGREEMENT (this "Agreement") is dated the ___ day of _____, 2023, by and between the MISSISSIPPI DEVELOPMENT BANK, a public body corporate and politic (the "Bank" or "Issuer"), created pursuant to the provisions of Sections 31-25-1 et seq., Mississippi Code of 1972, as amended (hereinafter referred to as the "Bank Act"), having its principal place of business in the City of Jackson, Mississippi, and the CITY OF JACKSON, MISSISSIPPI (the "City"), a local governmental unit under the Act.

WITNESSETH:

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

WHEREAS, the City has duly authorized the issuance of its general obligation bond designated the City of Jackson, Mississippi Taxable General Obligation Bond, Series 2023 (Planetarium Improvement Project) in the form of one fully registered bond, in the principal amount of not to exceed Nine Million Five Hundred Thousand Dollars (\$9,500,000.00) (the "Series 2023 City Bond") as authorized by Sections 21-33-301 et seq., Mississippi Code of 1972, as amended (the "City Bond Act" and together with the Bank Act, the "Act") and the Bank Act; and

WHEREAS, the Series 2023 City Bond is expected to be purchased by the Bank in accordance with the terms and conditions of this Agreement; and

WHEREAS, the Bank has adopted a resolution approving an Indenture of Trust (the "Indenture"), dated _____, 2023, by and between the Bank and _____ Bank, _____, Mississippi, a state banking corporation authorizing the issuance of its \$9,500,000 Mississippi Development Bank Taxable Special Obligation Bonds, Series 2023 (City of Jackson, Mississippi Taxable General Obligation Planetarium Improvement Bond Project) (the "Series 2023 Bonds"), the proceeds of which will be used to purchase the Series 2023 City Bond.

NOW, THEREFORE, the Bank and the City agree:

1. Subject to the terms and conditions of this Agreement, the Bank hereby agrees to purchase the Series 2023 City Bond and the City hereby agrees to sell to the Bank the Series 2023 City Bond at the price of \$9,500,000.00 less \$ _____ for deposit to the Costs of Issuance Account, and less \$ _____ for deposit to the Capitalized Interest Account (as defined in the Series 2023 Indenture) and less \$ _____ for deposit to the Series 2022 Redemption Account (as defined in the Series 2023 Indenture) for the payment in full of the Series 2022 Bonds; which equals the balance of \$ _____ to be deposited on behalf of the City into the 2023 Construction Fund, as defined in and pursuant to that certain Bond Resolution (the "Series 2023 City Bond Resolution"),

adopted by the City Council of the City on September 26, 2023. The terms of the Series 2023 City Bond are set forth in the Series 2023 City Bond Resolution and incorporated herein by reference.

2. The City will take all action required by law to enable it to issue and sell the Series 2023 City Bond to be purchased by the Bank, and the City's obligation to issue and sell the Series 2023 City Bond and the Bank's obligation to purchase the Series 2023 City Bond are expressly contingent upon the City's taking all steps and receiving all approvals required by the laws of the State of Mississippi to issue the Series 2023 City Bond.

3. At such time as the Bank shall reasonably request and in any event prior to the delivery to the Bank of the Series 2023 City Bond, which Series 2023 City Bond shall be in the form set forth in the Series 2023 City Bond Resolution and registered in the name of The Peoples Bank, Biloxi, Mississippi, as the assignee of the Bank, the City shall furnish to the Bank a transcript of proceedings and an opinion of bond counsel satisfactory to the Bank which shall set forth, among other things, the unqualified approval of the validity and authorized issuance of the Series 2023 City Bond. The City shall bear the cost of obtaining such bond counsel's opinion.

4. The City and the Bank agree that the Series 2023 City Bond and the payments to be made thereon may be pledged or assigned by the Bank only under and to the extent provided in the Series 2023 Indenture.

5. The City agrees to furnish to the Bank as long as the Series 2023 City Bond remains outstanding annual financial reports, audit reports and such other financial information as is reasonably requested by the Bank.

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

7. If the Bank does not deliver said Series 2023 Bonds and receive payment therefor on or before _____, 2023, the City may rescind this Agreement by giving written notice of such rescission to the Executive Director of the Bank. The Bank is obligated to purchase the Series 2023 City Bond solely from proceeds of the Series 2023 Bonds.

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

9. No waiver by either the Bank or the City of any term or condition of this Agreement shall be deemed or construed as a waiver of any other terms or conditions, nor shall a waiver of any breach be deemed to constitute a waiver of any subsequent breach, whether of the same or of a different section, subsection, paragraph, clause, phrase or other provision of this Agreement.

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

IN WITNESS WHEREOF, we have set our hands unto this Series 2023 City Bond Purchase Agreement as of the day first above written.

(SEAL)

MISSISSIPPI DEVELOPMENT BANK

By:

Name: Larry W. Mobley

Title: Executive Director

ATTEST:

Name: Debbie McCollum

Title: Board Secretary

[Signature Page to Series 2023 City Bond Purchase Agreement, dated _____, 2023, by and between Mississippi Development Bank and the City of Jackson, Mississippi.]

The foregoing Series 2023 City Bond Purchase Agreement is hereby acknowledged and accepted by the City of Jackson, Mississippi on this the ____ day of _____ 2023.

(SEAL)

CITY OF JACKSON, MISSISSIPPI

By:

Name: Chokwe Antar Lumumba

Title: Mayor

ATTEST:

Name: Angela Harris

Title: City Clerk

[Signature Page to Series 2023 City Bond Purchase Agreement, dated _____, 2023, by and between Mississippi Development Bank and the City of Jackson, Mississippi.]

EXHIBIT A

MISSISSIPPI DEVELOPMENT BANK

BOND PURCHASE AGREEMENT

Among

THE CITY OF JACKSON, MISSISSIPPI,

MISSISSIPPI DEVELOPMENT BANK,

and

CADENCE BANK

JACKSON, MISSISSIPPI

DATED AS OF _____, 2023

\$9,500,000

MISSISSIPPI DEVELOPMENT BANK

TAXABLE SPECIAL OBLIGATION BONDS, SERIES 2023

(CITY OF JACKSON, MISSISSIPPI GENERAL OBLIGATION PLANETARIUM
IMPROVEMENT BOND PROJECT)

BOND PURCHASE AGREEMENT

Mississippi Development Bank

Jackson, Mississippi

City of Jackson

Jackson, Mississippi

Ladies and Gentlemen:

You have informed the undersigned the City of Jackson, Mississippi (the "City") and Mississippi Development Bank (the "Issuer") of your desire to purchase for the Issuer the aggregate of \$9,500,000.00 principal amount of the Issuer's Taxable Special Obligation Bonds, Series 2023 (Jackson, Mississippi General Obligation Bond Project).

Now, therefore, the undersigned hereby agrees with you and you agree with the undersigned as follows:

1. Definitions. For purposes of this Agreement the following terms have the meanings specified:

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

"Affiliate" means any Person controlling, controlled by or under common control with the City.

"Agreement" means this Series 2023 Bond Purchase Agreement, as from time to time amended, supplemented or modified.

"Ancillary Agreements" means the MDB Resolution, the Series 2023 Indenture, the Series 2023 City Bond Resolution, the Series 2023 City Bond and all other agreements executed and delivered in connection therewith or otherwise in connection with the issuance and sale of the Bonds, each as from time to time amended, supplemented or modified.

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

"Bonds" or "Series 2023 Bonds" means the \$9,500,000 Mississippi Development Bank Taxable Special Obligation Bonds, Series 2023 (City of Jackson, Mississippi General Obligation Planetarium Improvement Bond Project).

"Bondholder" means the record owner of any Bond.

"Business Day" means any day other than Saturday or Sunday on which the Issuer and the Series 2023 Trustee are each not required or authorized by law to be closed and on which the New York Stock Exchange is not closed.

"City" means City of Jackson, Mississippi, and its successors.

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

"Series 2023 City Bond Resolution" means the resolution of the Mayor and City Council of the City adopted on September 26, 2023 authorizing the issuance of the City Bond.

"Closing" means the closing held on the Closing Date as defined herein.

"Closing Date" means the date of issuance and delivery of the Bonds.

"Default" or "Event of Default" shall have the meanings given such terms in the Series 2023 Indenture.

"Depository" means any securities depository that is a "clearing corporation" within the meaning of the New York Uniform Commercial Code and a "clearing agency" registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934, as amended, operating and maintaining, with its participants or otherwise, a system to record ownership of beneficial interests in Bonds, and to effect transfers of Bonds, and includes and means initially The Depository Trust Company (a limited purpose trust company), New York, New York.

"Governmental Body" means any federal, state, municipal or other governmental department, commission, board, bureau, agency or instrumentality, domestic or foreign.

"Issuer" means Mississippi Development Bank or Bank, a Mississippi public corporation and its successors and assigns.

"Lender" means Cadence Bank, Jackson, as the original purchaser of the Bonds.

"MDB Resolution" means the resolution of the Issuer dated October 11, 2023, under which the Issuer authorized the issuance of the Bonds.

"Person" means an individual, a corporation, a partnership, an association, a trust or any other entity or organization, including without limitation a government or political subdivision thereof or a Governmental Body.

"Project" means the Project as defined in the Series 2023 City Bond Resolution.

"Series 2023 City Bond" means the \$9,500,000 City of Jackson, Mississippi Taxable General Obligation Bond, Series 2023 (Planetarium Improvement Project), to be dated the date of delivery thereof.

"Series 2023 Indenture" means the Series 2023 Indenture of Trust, to be dated _____, 2023, by and between the Issuer and the Series 2023 Trustee, as from time to time amended, supplemented or modified.

"Series 2023 Trustee" means _____ Bank, _____, Mississippi, a state banking corporation, as trustee under the Series 2023 Indenture, and its successors and assigns.

"Subsidiary" means, with respect to any Person, any corporation or other entity of which securities or other ownership interests having ordinary voting power to elect a majority of the board of directors or other persons performing similar functions are at the time directly or indirectly owned by such Person or one or more Subsidiaries, or by such person and one or more Subsidiaries.

2. Sale and Placement of Bonds. (A) Sale of Bonds. Subject to the terms and conditions contained in this Agreement, the Issuer hereby agrees to sell to you, and you hereby agree to

purchase the aggregate principal amount of the Bonds at a purchase price of \$9,500,000.00, which represents the par amount of the Bonds of \$9,500,000.00. The Bonds shall initially be issued in denominations of \$100,000 each and increments of \$1,000 thereafter, or integral multiples thereof up to the amount of a single maturity and shall be registered in the name of Cadence Bank, Jackson, Mississippi, as the Lender for the Bonds. The Bonds shall mature on December 1 in the years and in the principal amounts, and shall bear interest at the rates per annum, all as set forth below:

YEAR OF

MATURITY PRINCIPAL AMOUNT INTEREST

RATE

* Final Maturity

Optional Redemption. The Bonds (or any portions thereof in Authorized Denominations) maturing on or after December 1, _____ are subject to redemption in whole or in part, in principal amounts and maturities selected by the Bank on any date on or after December 1, _____, at par, plus accrued interest to the date of redemption. In the event any of the Bonds are called for optional redemption as aforesaid, notice thereof identifying the bonds to be redeemed will be given by mailing a copy of the redemption notice (which may be a conditional notice of redemption) by registered or certified mail not less than thirty (30) days nor more than sixty (60) days prior to the date fixed for redemption to the Registered Owner of the Bonds to be redeemed at the address shown on the Bond Register. Failure to give such notice by mailing, or any defect therein with respect to any bond, shall not affect the validity of any proceedings for the redemption of other Bonds.

Mandatory Sinking Fund Redemption. The Bonds maturing December 1, _____ in the principal amount of \$9,500,000 are subject to mandatory sinking fund redemption, in part, by lot, on December 1, in each of the years set forth below, at one hundred percent (100%) of the principal amount so redeemed or paid, plus accrued interest as set forth below:

\$9,500,000 Term Bonds

Maturing _____

_____ %

Year Principal Amount

* Final Maturity

(B) Closing. The sale of the Bonds shall take place on the Closing Date at the offices of Butler Snow LLP, Ridgeland, Mississippi, or such other location which is agreed upon by the parties. You shall make payment of the purchase price for the Bonds on the Closing Date to the Issuer or as directed by the Issuer in immediately available funds, wire transfer or by credit advice of transfer to such account as the Issuer may have designated to you in writing at least two Business Days prior to such Closing Date.

(C) Right to Rescind. You shall have the right to rescind or terminate this Agreement at any time on or prior to the Closing Date if an Event of Default or a Default shall have occurred and be continuing, or the sale and purchase of the Bonds as provided herein shall, in your reasonable judgment, become impossible or impractical because, since the date hereof:

(i) Any outbreak of major hostilities or any other national or international calamity or crises shall have occurred;

(ii) A general banking moratorium shall have been declared by Federal or New York State authorities;

(iii) Trading on the New York Stock Exchange shall have been suspended, or minimum or maximum prices for trading shall have been fixed or maximum ranges for prices shall have been required on the New York Stock Exchange by such Exchange or by the Securities and Exchange Commission or any other Governmental Body; or

(iv) Any action shall have been taken by the Securities and Exchange Commission preventing the effectiveness of the registration statement filed with the Securities and Exchange Commission under the Securities Act of 1933 with respect to one or more of the Funds or the Securities and Exchange Commission shall have issued a stop order suspending the effectiveness of such registration statement.

3. Representation and Warranties of the City. The City represents and warrants that on and as of the date hereof and on and as of the Closing Date:

(A) Organization and Power. The City is a political subdivision of the State, and has all power and all material governmental licenses, authorizations, consents and approvals required to carry on its business as now conducted or proposed to be conducted and to enter into and perform this Agreement and any Ancillary Agreement to which it is or is to be a party.

(B) Authorization of Agreements, etc. This Agreement and the Ancillary Agreements to which the City is or is to be a party have been duly authorized by all necessary action on the part of the City. This Agreement has been duly executed and delivered by the City and constitutes, and the Ancillary Agreements to which the City is or is to be a party, when duly executed and delivered, will constitute valid and binding agreements of the City.

(C) No Material Adverse Change. Since September 30, 2021, the date of the City's last audited financial statements, there has been no material adverse change in the business, financial, condition, results or operations of the City.

(D) Litigation. Except as disclosed in documents publicly available regarding the City, there is no action, suit, proceeding, inquiry or investigation pending or, to the knowledge of the City, threatened, against or affecting the City or any Affiliate thereof in any court or before any arbitrator or before or by any Governmental Body reasonably likely to result in an adverse decision which would materially adversely affect the business, financial position or results of operations of the City, or which in any manner raises any question affecting the validity or enforceability of this Agreement or any of the Ancillary Agreements to which the City is or is to be a party, nor to the knowledge of the City is there any basis therefor.

(E) Noncontravention. To the knowledge of the City, the execution, delivery and performance by the City of this Agreement and the Ancillary Agreements to which it is or is to be a party do not and will not contravene, or constitute a default under any material provision of applicable law or regulation of the City or of any material agreement, judgment, injunction, order, decree or other

instrument binding upon the City or any Affiliate thereof, or result in the creation of any material lien other than liens contemplated by the Ancillary Agreements or other encumbrance on any asset of the City or any Affiliate.

(F) Governmental Consents. All authorizations, consents and approvals of, and all filings and registrations with, any Governmental Body required in connection with the execution and delivery by the City of, or in connection with the performance by the City of its obligations under this Agreement, the Ancillary Agreements to which the City is or is to be a party and the Bonds have been obtained or made and are in full force and effect.

(G) Brokers, etc. Other than you, no Person has, or as a result of the transactions contemplated hereby and by the Ancillary Agreements will have, any right, interest or valid claim against or on the City or any purchaser for any commission, fee or other compensation as a broker or finder or in any similar capacity, which fee is the obligation solely of the City and will be paid on or before the Closing Date.

4. Representations and Warranties of the Issuer. The Issuer represents and warrants that, on and of the date hereof and on and as of the Closing Date:

(A) Authority. The Issuer is a validly existing public body, corporate and politic, organized and existing under the laws of the State. The Issuer is authorized and empowered by the provisions of the Act to enter into the transactions contemplated by this Agreement and the Ancillary Agreements to which the Issuer is or is to be a party. The execution, delivery and performance of this Agreement, the Ancillary Agreements to which the Issuer is or is to be a party, and the Bonds are within the authority of the Issuer, have been duly authorized by all proceedings of the Issuer, and such execution, delivery and performance do not and will not contravene, or constitute a default under, any provision of applicable law or regulation or of the charter documents or bylaws of the Issuer, or any judgment, order, decree, agreement or instrument binding on it or result in the creation of any lien or other encumbrance on any asset of the Issuer other than the lien on the Trust Estate (as defined in the Series 2023 Indenture) in favor of the Series 2023 Trustee for the benefit of the Bondholders. This Agreement constitutes, and the Ancillary Agreements to which the Issuer is or is to be a party, when duly executed and delivered, will constitute, valid and binding commitments of the Issuer, and the Bonds, when duly executed and delivered by the Issuer in accordance with this Agreement and the Series 2023 Indenture, will constitute limited, valid and binding obligations of the Issuer.

(B) Use of Proceeds. The Proceeds from the sale of the Bonds hereunder will be used to finance the Project as provided in the Series 2023 Indenture and the Series 2023 City Bond Resolution including the payment of the costs of issuance of the Bonds and the Series 2023 City Bond.

(C) Litigation. There is no action, suit or proceeding, inquiry or investigation, at law or in equity, by or before any court, arbitrator or Governmental Body pending or, to the knowledge of the Issuer, threatened against the Issuer in any way calling into question the creation, organization or existence of the Issuer, the title of any of its officers to their respective offices, the pledge or lien securing the Bonds, the collection of any amounts pledged to the payment of the Bonds or the validity of, or the power of the Issuer to enter into, the transactions contemplated hereby and by the Ancillary Agreements, or wherein an unfavorable decision, ruling or finding would adversely affect the transactions contemplated hereby or could affect the enforceability of the Bonds or any other agreement or instrument to which the Issuer is or is to be a party and that is to be used in connection with, or is contemplated by, this Agreement or the Ancillary Agreements, nor to the knowledge of the Issuer is there any basis therefor.

(D) Governmental Authorization. All authorization, consents and approvals of, and filings and registration with, any Governmental Body required in connection with the election and delivery by the Issuer of, or in connection with the performance by the Issuer of obligations under, this Agreement, the Ancillary Agreements to which the Issuer is or is to be a party, and the Bonds have been obtained or made and are in full force and effect.

5. Conditions of Closing. Your obligation to purchase the Bonds under this Agreement shall be subject to the satisfaction of the following conditions:

(A) Opinion of Counsel to the City. You shall have received a favorable opinion dated the Closing Date from counsel to the City, satisfactory to you and your counsel.

(B) Opinion of Counsels. You and the City shall have received favorable opinions dated the Closing Date from Butler Snow LLP, Ridgeland, Mississippi, bond counsel, Balch and Bingham, LLP, as Issuer's counsel and City Attorney, as City counsel, satisfactory to you Representations and Warranties. The representations and warranties of each of the City and the Issuer contained herein shall be true and correct on and as of the Closing Date with the same effect as though such representations and warranties had been made on and as of the Closing Date.

(C) Performance; No Default. Each of the City and the Issuer shall have performed and complied with all agreements and conditions herein required to be performed or complied with by it prior to or on the Closing Date, and at the time of the Closing no event of default or defaults shall have occurred and be continuing with respect to the Bonds.

(D) Compliance Certificate. The City and the Issuer shall have delivered to you on the Closing Date a certificate, dated the Closing Date, certifying that the conditions relating to the Issuer and the City specified in subparagraphs (C) and (D) of this paragraph 5 have been fulfilled.

(E) Ancillary Agreements. All of the Ancillary Agreements shall have been duly executed and delivered by and shall constitute valid and binding agreements of, the parties hereto.

All proceedings to be taken in connection with the transactions contemplated by this Agreement and the Ancillary Agreements, and all documents, opinions and certificates incident to such transactions shall be satisfactory in form and substance to you and to your special counsel.

(F) The Bonds. The Series 2023 Trustee shall have provided to the person(s) you direct as purchaser the duly authenticated Bonds in compliance with the provisions of Paragraph 2(A) hereof.

(G) Notice. You shall have received five (5) Business Days' written notice from the City or the Issuer of the proposed Closing Date.

6. Agreements of the City. The City agrees that it will deliver to the Lender, the Series 2023 Trustee and the Issuer:

(i) Copies of annual audited financial statements of the City and such other financial information as is reasonably requested by the Issuer or the Lender; however, failure to provide said financial information shall not constitute a default or an event of default on the Bonds; and

(ii) Promptly upon becoming aware of the existence of any condition or event which constitutes a default or an event of default on the Bonds, a certificate of an officer of the City to such effect setting forth the details thereof and the actions to be taken with respect thereto.

7. Payment of Certain Expenses. The City is responsible for all other expenses and fees due in connection with the placement, validation, delivery and issuance of the Series 2023 Bank Bonds which are to be paid from the proceeds of the Series 2023 Bank Bonds, as directed by the Issuer and the City, and pursuant to the Indenture.

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

9. Counterparts. This 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.

10. Binding Effect. This 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 party.

11. Arm's-Length Transaction. The Issuer and the City acknowledge and agree that (i) the purchase and sale of the Series 2023 Bank Bonds pursuant to this Agreement is an arm's length commercial transaction among the Issuer, the City, and the Lender; (ii) in connection with such transaction, the Lender is acting solely as a principal and not as an agent or a fiduciary of the Issuer

or the City; (iii) the Lender has not assumed a fiduciary responsibility in favor of the Issuer or the City with respect to the offering of the Series 2023 Bank Bonds or the process leading thereto, nor has it assumed any other obligation to the Issuer except the obligations expressly set forth in this Agreement, (iv) the Lender has financial and other interests that differ from those of the Issuer and the City; and (v) the Issuer has consulted with its own legal and financial advisors to the extent it deemed appropriate in connection with the offering of the Series 2023 Bank Bonds.

[Remainder of Page Intentionally Left Blank; Signature Pages to Follow]

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

(SEAL)

CITY OF JACKSON, MISSISSIPPI

By:

Name: Chokwe Antar Lumumba

Title: Mayor

ATTEST:

Name: Angela Harris

Title: City Clerk

[Signature Page to the Bank Bond Purchase Agreement, among and between, the City of Jackson, Mississippi, the Mississippi Development Bank and Cadence Bank, as Lender, dated _____, 2023.]

The foregoing Bank Bond Purchase Agreement is hereby acknowledged and accepted by the Mississippi Development Bank on this the ____ day of _____ 2023.

(SEAL)

MISSISSIPPI DEVELOPMENT BANK

By:

Name: Larry W. Mobley

Title: Executive Director

ATTEST:

Name: Debbie McCollum

Title: Board Secretary

The foregoing Bank Bond Purchase Agreement is hereby acknowledged and accepted by the Cadence Bank, as Purchase of the Bonds on this the ____ day of November 2023.

CADENCE BANK

JACKSON, MISSISSIPPI

as Lender

By: _____

Name: Michael Booker

Title: President, Jackson Mississippi Market

EXHIBIT A

LENDER TERM SHEET

Council Member Grizzell moved adoption; Council Member Lindsay seconded.

President Banks recognized Trey Hairston, Representative of Butler Snow LLP, who provided a brief overview of said item.

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

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

Nays – None.

Abstention– Hartley and Stokes.

Absent – None.

ORDER ACCEPTING THE BID OF FOUNTAIN CONSTRUCTION CO., INC. FOR CONSTRUCTION OF THE JACKSON PLANETARIUM RENOVATIONS PROJECT.

WHEREAS, the Jackson Planetarium Renovations Project, advertised for bids on June 15, 2023 and June 22, 2023; and

WHEREAS, two (2) bids were received in response to the City’s advertisement for bids and were opened on July 18, 2023 and

WHEREAS, the bid of Fountain Construction Co., Inc. in the amount of \$16,271,786.00 was the lowest bid received and met the specifications, but exceeded the amount allocated for the construction of this project; and

WHEREAS, pursuant to Section 31-7-13 (d) (iv) of the Mississippi Code of 1972, as amended, the architect for this project, CDFL, was able to negotiate a reduction in the bid amount through value engineering of the project to \$15,864,082.00; and

WHEREAS, the architect recommends the value engineering revisions to the specifications to the project as shown in the letter attached to this Order and made a part of the minutes of the meeting; and

WHEREAS, the Human & Cultural Services and Department of Public Works recommends that the governing authorities accept the bid of Fountain Construction Co., Inc. at the negotiated amount of \$15,864,082.00, which was achieved through value engineering of the project specifications, as the lowest and best bid and authorize the Mayor to execute a contract with said bidder.

IT IS, THEREFORE, ORDERED that the bid of Fountain Construction Co., Inc. for the construction of the Jackson Planetarium Renovations in the total amount of \$15,864,082.00 is accepted as the lowest and best bid in accordance with the City’s Advertisement for Bidders, said bid, and the specifications on file with the City Clerk.

IT IS FURTHER ORDERED that the Mayor is authorized to execute a contract with Fountain Construction Co., Inc. for said City project in a total amount of \$15,864,082.00, consistent with the specifications for the construction of the Jackson Planetarium Renovation, including those changes negotiated and recommended by CDFL through value engineering of the project.



**FOUNTAIN CONSTRUCTION
COMPANY, INC.**

ELECTRICAL - MECHANICAL
SHEETMETAL - EQUIP. SETTING
GENERAL CONSTRUCTION

Ph. (601) 373-4162 FAX (601) 373-4300

Office of Engineering
5655 Highway 18 South
P.O. Box 10506
Jackson, MS 39289-0506

Operations & Warehouse
5655 Highway 18 South
Jackson, MS 39209

August 22, 2023

Attn: Mr. Chris Myers
CDFL
3221 Old Canton Rd
Suite 200
Jackson MS 39216

Re: Jackson Planetarium project contract amount/bid reduction

Mr. Myers:

This letter is to confirm that the attached Value Engineering Options list modifying our July 18, 2023 bid amount as described therein is acceptable to Fountain Construction Company, Inc. The total adjusted contract amount will be \$15,864,082.00.

We understand that this amount will be further modified by waiver of permit fee requirements by the City of Jackson but that there will be inspection fees. We agree to further adjustment of our bid amount by permit fee waiver/inspection fees once the inspection fee amount is available from the City of Jackson.

Sincerely,

Brad Fountain

Brad Fountain
President
Fountain Construction Company

August 18, 2023
Jackson Planetarium - Value Engineering Options
Fountain Construction

Item	Description		Savings
1	Fiber Cement Panels		
	Delete embossed pattern	\$	(9,110.00)
	Change panel thickness to 8 mm from 12 mm	\$	(55,050.00)
2	Delete Window Film matching panel pattern at SF-C	\$	(6,200.00)
3	EIFS Soffit 1st Floor RCP over Lamar (delete Swisspearl system)	\$	(187,688.00)
4	Delete weather barrier at 2nd floor soffits	\$	(24,000.00)
5	Delete Insulated Metal Wall Panels substrate, use 2" rigid on 2 clips	\$	(111,460.00)
	Delete insulated metal panel behind single skin panels - redundant		
6	Change perforated metal panel design		
	1" perforated, with border/.120 thickness in lieu of 3/16" thick metal	\$	(9,048.00)
	Elevator Options		
7	Change polished stainless handrails to brushed stainless	\$	(972.00)
8	Change polished stainless ceiling to brushed stainless	\$	(4,176.00)
TOTAL COST SAVINGS		\$	(407,704.00)
	Base Bid	\$	16,045,000.00
	Base Bid less Cost Savings	\$	15,637,296.00
	Alternate 1 - Boiler Replacement	\$	226,786.00
TOTAL PROJECT COST (ADJUSTED)		\$	15,864,082.00

Council Member Lindsay moved adoption; Council Member Grizzell seconded.

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

Nays – None.
Abstentions – Hartley and Stokes.
Absent – None.

ORDER ACCEPTING THE BID OF DICKERSON & BOWEN, INC. FOR CONSTRUCTION OF STREET RESURFACING PROJECT PHASE 1A 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 Street Resurfacing Project Phase 1A; and

WHEREAS, three bids were submitted to the City Clerk on September 12, 2023; and

WHEREAS, the bid of Dickerson and Bowen, Inc., in the amount of \$5,090,582.66 was the lowest bid received; and

WHEREAS, the Public Works Department recommends that the governing authorities deem the bid of Dickerson and Bowen, Inc., in the amount of \$5,090,582.66, for the Street Resurfacing Project Phase 1A to be the lowest and best bid.

IT IS, THEREFORE, ORDERED that the bid of Dickerson and Bowen, Inc. for the construction of the Street Resurfacing Project Phase 1A in the amount of \$5,090,582.66, is 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 with Dickerson and Bowen, Inc. on the usual contract form used by the City with the usual General Conditions and Supplemental Conditions for the construction of the Street Resurfacing Project Phase 1A.

Council Member Grizzell moved adoption; Council Member Hartley seconded.

President Banks recognized Robert Lee, Interim Public Works Director, and Hibbett Neel of Neel –Schaffer Engineering, who provided a brief overview of said item.

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

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

ORDER AUTHORIZING THE MAYOR TO EXECUTE LETTER AGREEMENT #1 TO THE CONSTRUCTION ENGINEERING AND INSPECTION SERVICES CONTRACT WITH EJES, INC. FOR THE STATE STREET REHABILITATION PROJECT (SHEPPARD ROAD TO BRIARWOOD DRIVE), FEDERAL AID PROJECT NUMBER STP-6928- 00(015) LPA/108077-701000.

WHEREAS, on the City of Jackson entered into a contract with EJES, Inc. to provide construction engineering and inspection services for the State Street Rehabilitation Project; and

WHEREAS, EJES desires to change the project engineer to complete the project closeout phase of their work; and

WHEREAS, the proposed letter agreement would approve of the change without adding additional time or cost to the contract with EJES.

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute letter agreement #1 to the construction engineering and inspection services contract with EJES, Inc. for

the State Street Rehabilitation Project, Federal Aid Project Number STP-6928-00(015) LPA/108077-701000.

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

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

ORDER AUTHORIZING THE MAYOR TO EXECUTE LETTER AGREEMENT #1 TO THE CONSTRUCTION ENGINEERING AND INSPECTION SERVICES CONTRACT WITH EJES, INC. FOR THE MEADOWBROOK ROAD PROJECT, FEDERAL AID PROJECT NUMBER STP-7263-00(001) LPA/108076-701000.

WHEREAS, on the City of Jackson entered into a contract with EJES, Inc. to provide construction engineering and inspection services for the Meadowbrook Road Project; and

WHEREAS, EJES desires to change the project engineer to complete the construction phase and project closeout phase of their work; and

WHEREAS, the proposed letter agreement would approve of the change without adding additional time or cost to the contract with EJES.

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute letter agreement #1 to the construction engineering and inspection services contract with EJES, Inc. for the Meadowbrook Road Project, Federal Aid Project Number STP-7263-00(001) LPA/108076-701000.

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

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

ORDER AUTHORIZING THE MAYOR TO EXECUTE SUPPLEMENTAL AGREEMENT #1 TO THE CONSTRUCTION ENGINEERING & INSPECTION SERVICES CONTRACT WITH MYRIAD ENGINEERING SOLUTIONS, LLC FOR THE FAST ACT SIDEWALK PROJECT, FEDERAL AID PROJECT NUMBER STP-0250-00(054) LPA/108164-701000.

WHEREAS, the City of Jackson entered into a construction engineering and inspection services contract with Myriad Engineering Solutions, LLC for work on the FAST Act Sidewalk Project in an amount not to exceed \$119,668.98; and

WHEREAS, the construction contractor has exceeded the contract time specified in the contract and has had liquidated damages withheld from their invoices; and

WHEREAS, Myriad Engineering Solutions, LLC has provided a cost estimate of \$112,887.12 to provide additional construction engineering and inspection services due to the construction contractor exceeding the contract time; and

WHEREAS, the total contract amount with the additional construction engineering and inspection services would be \$232,556.10; and

WHEREAS, the Engineering Division of the Department of Public Works recommends that the governing authorities authorize Supplement Agreement #1 to the construction engineering and inspection services contract with Myriad Engineering Solutions, LLC in an amount of \$112,887.12.

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute Supplemental Agreement #1 to the construction engineering and inspection services contract with Myriad Engineering Solutions, LLC for the FAST Act Sidewalk Project, for an amount not to exceed \$112,887.12.

IT IS FURTHER ORDERED that the total amount of the contract shall not exceed \$232,556.10 without further authorization of the City Council.

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

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

ORDER AUTHORIZING THE MAYOR TO EXECUTE A PRELIMINARY ENGINEERING SERVICES CONTRACT WITH STANTEC CONSULTING SERVICES, INC., FOR THE LITTLE J RAIL TRAIL PROJECT, FEDERAL AID PROJECT DHP-8276-00(003) LPA/104587.

WHEREAS, the City of Jackson has federal earmark funds for the Lynch Street corridor and desires to improve a parallel, abandoned rail line into a shared use path from West Highland Drive to Valley Street for the use of the residents of West Jackson and as part of an overall plan to construct a shared use path along the old rail line from Buddy Butts Park to Jackson State University with further connections to Downtown Jackson; and

WHEREAS, the City of Jackson selected Stantec Consulting Services, Inc. to perform necessary preliminary engineering services for the project; and

WHEREAS, Stantec Consulting Services, Inc. has provided a cost estimate of \$248,445.00 to provide preliminary engineering services for the project, which is 80% reimbursable; and

WHEREAS, the scope of work will be to provide preliminary engineering services for a shared use path from West Highland Drive to Valley Street using, to the extent possible, an abandoned rail line; and

WHEREAS, the terms and conditions of the contract will be the standard Mississippi Department of Transportation “MDOT”) Local Public Agency engineering contract form.

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute a preliminary engineering services contract with Stantec Consulting Services, Inc., on the standard MDOT LPA engineering contract form, for the Little J Rail Trail Project, Federal Aid Project DHP-8276-00(003) LPA/104587 in an amount not to exceed \$248,445.00.

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

President Banks recognized **Robert Lee, Interim Public Works Director**, who provided a brief overview of said item.

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

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

ORDER AUTHORIZING THE MAYOR TO EXECUTE A CONSTRUCTION ENGINEERING AND INSPECTION SERVICES CONTRACT WITH NEEL-SCHAFFER, INC. FOR THE STREET RESURFACING PROJECT PHASE 1A.

WHEREAS, the City of Jackson selected Neel-Schaffer, Inc., to perform necessary construction engineering and inspection services for the Street Resurfacing Project Phase 1A; and

WHEREAS, Neel-Schaffer, Inc., has provided a cost estimate of \$424,000.00 to provide construction engineering and inspection services for the project; and

WHEREAS, Neel-Schaffer, Inc. will provide construction engineering and inspection services as follows:

1 CONSTRUCTION PHASE

General Administration of Construction Contract.

1.1 The **ENGINEER** shall consult with and advise **OWNER** and act as **OWNER'S** representative; shall issue all instructions of **OWNER** to Contractor; and shall act as initial interpreter of the Contract Documents and judge of the acceptability of the work thereunder.

1.2 Visits to Site and Observation of Construction.

1.2.1 The **ENGINEER** shall make visits to the site at intervals appropriate to the various stages of construction as he deems necessary in order to observe as an experienced and qualified design professional the progress and quality of the various aspects of Contractor's work. Based on information obtained during such visits and on such observations, the **ENGINEER** shall endeavor to determine in general if such work is proceeding in accordance with the Contract Documents and shall keep **OWNER** informed of the progress of the work. The purpose of the **ENGINEER'S** visits to the site will be to enable him to carry out the duties and responsibilities assigned to and undertaken by him during the Construction Phase, and, in addition, through his experience as a qualified design professional, to provide for **OWNER** a greater degree of confidence that the completed work of Contractor will conform generally to the Contract Documents and that the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents has been implemented and preserved by Contractor. On the other hand, the **ENGINEER** shall not, during such visits or as a result of such observations of Contractor's work in progress, supervise, direct or have control over Contractor's work; nor shall the **ENGINEER** have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by Contractor, for safety precautions and programs incident to the work of Contractor or for any failure of Contractor to comply with laws, rules, regulations, ordinances, codes or orders applicable to Contractor's furnishing and performing the work. Accordingly, the **ENGINEER** can neither guarantee the performance of the construction contract by Contractor nor assume responsibility for Contractor's failure to furnish and perform his work in accordance with the Contract Documents.

1.2.2 Defective Work. During such site visits and on the basis of such observations, the **ENGINEER** may recommend to the **OWNER** disapproval or rejection of Contractor's work if the **ENGINEER** believes that such work will not produce a completed Project which conforms generally with the Contract Documents or that it will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents.

1.2.3 Clarifications and Interpretations; Change Orders. The **ENGINEER** shall issue necessary clarifications and interpretations of the Contract Documents as appropriate to the orderly completion of the work. Such clarifications and interpretations will be consistent with the intent of and reasonably inferable from the Contract Documents. In connection therewith, if appropriate, the **ENGINEER** shall recommend Change Orders to **OWNER** and shall prepare Change Orders as required.

1.2.4 Shop Drawings. The **ENGINEER** shall review and approve (or take other appropriate action in respect of) Shop Drawings, samples and other data which Contractor is required to submit, but only for conformance with the design concept

of the completed Project as a functioning whole as indicated in the Contract Documents and compliance with the information given in the Contract Documents. Such reviews and approvals or other action shall not extend to means, methods, techniques, sequences or procedures of construction or to safety precautions and programs incident thereto.

- 1.2.5 Substitutes. The **ENGINEER** shall evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor.
- 1.2.6 Inspections and Tests. The **ENGINEER** shall have authority, as **OWNER'S** representative, to require special inspection or testing of the work, and shall receive and review all certificates of inspections, testings and approvals required by laws, rules, regulations, ordinances, codes, orders or the Contract Documents (but only to determine generally that their content complies with the requirements of, and the results certified indicate compliance with, the Contract Documents).
- 1.2.7 Applications for Payment. Based on the **ENGINEER'S** on-site observations as an experienced and qualified design professional and on review of applications for payment and the accompanying data and schedules:
- 1.2.7.1 The **ENGINEER** shall determine the amounts owed to Contractor and recommend in writing payments to Contractor in such amounts. Such recommendations of payment will constitute a representation to **OWNER**, based on such observations and review, that the work has progressed to the point indicated, and that, to the best of the **ENGINEER'S** knowledge, information and belief, the quality of such work is generally in accordance with the Contract Documents. In the case of unit price work, the **ENGINEER'S** recommendations of payment will include final determinations of quantities and classification of such work (subject to any subsequent adjustments allowed by the Contract Documents).
- 1.2.7.2 By recommending any payment, the **ENGINEER** shall not thereby be deemed to have represented that on-site observations made by the **ENGINEER** to check the quality or quantity of Contractor's work as it is performed and furnished have been exhaustive, extended to every aspect of the work in progress, or involved detailed inspections of the work beyond the responsibilities specifically assigned to the **ENGINEER** in this Agreement and the Contract Documents. The **ENGINEER'S** review of Contractor's work for the purposes of recommending payments will not impose on the **ENGINEER** responsibility to supervise, direct or control such work or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto or Contractor's compliance with laws, rules, regulations, ordinances, codes or orders applicable to their furnishing and performing the work. It will also not impose responsibility on the **ENGINEER** to make any examination to ascertain how or for what purposes any Contractor has used the monies paid on account of the contract price, or to determine that title to any of the work, materials or equipment has passed to **OWNER** free and clear of any lien, claims, security interests or encumbrances, or that there may not be other matters at issue between **OWNER** and Contractor that might affect the amount that should be paid.
- 1.2.8 Contractor's Completion Documents. The **ENGINEER** shall receive, review and transmit to **OWNER** with written comments maintenance and operating instructions, schedules, guarantees, bonds and certificates of inspection, tests and approvals which are to be assembled by Contractor in accordance with the Contract Documents (but such review will only be to determine that their content complies with the requirements of the Contract Documents); and shall transmit them to **OWNER** with written comments.
- 1.2.9 Substantial Completion. Following notice from Contractor that Contractor considers the entire work ready for its intended use, the **ENGINEER** and **OWNER**, accompanied by Contractor, shall conduct an inspection to determine if the work is substantially complete. If, after considering any objections of **OWNER**,

the **ENGINEER** considers the work substantially complete, the **ENGINEER** shall deliver a certificate of substantial completion to **OWNER** and Contractor.

- 1.2.10 Final Notice of Acceptability of the Work. The **ENGINEER** shall conduct a final inspection to determine if the completed work of Contractor is acceptable so that the **ENGINEER** may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, the **ENGINEER** shall also provide a notice that the work is acceptable to the best of the **ENGINEER'S** knowledge, information and belief and based on the extent of the services performed and furnished by the **ENGINEER** under this Agreement.
- 1.2.11 Limitation of Responsibilities. The **ENGINEER** shall not be responsible for the acts or omissions of any Contractor, or of any subcontractor, any supplier, or of any other person or organization at the site or otherwise furnishing or performing any of the work. The **ENGINEER** shall not be responsible for Contractor's failure to perform or furnish the work in accordance with the Contract Documents.
- 1.2.12 Progress Meetings and Reports. During construction, the **ENGINEER** will schedule and conduct progress meetings, as needed, with the **OWNER**, Contractor and appropriate subcontractors, if any, to discuss progress, scheduling problems, conflicts and observations of all parties involved. The **ENGINEER** shall also prepare minutes of the meeting.
- 1.2.13 Duration of Construction Phase. The Construction Phase will commence with the execution of the construction contract for the Project or any part thereof and will terminate upon written recommendation by the **ENGINEER** of final payment and submission of record documents to **OWNER**.
- 1.2.14 Project Closeout. Project closeout shall consist of consist of submission of copies of daily field notes, review of final closeout pay request, test reports, release of maintenance and bonds. The **ENGINEER** will NOT provide as-built drawings.

2 **RESIDENT PROJECT REPRESENTATIVE**

- 2.1 The **ENGINEER** shall furnish a Resident Project Representative (RPR), assistants and other field staff to assist the **ENGINEER** in observing progress and quality of the work of the Contractor.
- 2.2 Through more extensive on-site observations of the work in progress and field checks of materials and equipment by the RPR and assistants, the **ENGINEER** shall endeavor to provide further protection for **OWNER** against defects and deficiencies in the work of the Contractor; but, the furnishing of such services will not make the **ENGINEER** responsible for or give him control over construction means, methods, techniques, sequences or procedures or for safety precautions or programs, or responsibility for Contractor's failure to perform the work in accordance with the Contract Documents.
- 2.3 The duties and responsibilities of the RPR are limited to those of the **ENGINEER** in his agreement with the **OWNER** and in the construction Contract Documents, and are further limited and described as follows:
- 2.3.1 General Duties: RPR is the **ENGINEER'S** agent at the site and will act as directed by and under the supervision of the **ENGINEER** and will confer with the **ENGINEER** regarding RPR's actions. RPR's dealings in matters pertaining to the on-site work shall in general be with the **ENGINEER** and Contractor keeping **OWNER** advised as necessary. RPR's dealings with subcontractors shall only be through or with the full knowledge and approval of Contractor. RPR shall generally communicate with **OWNER** with the knowledge of and under the direction of the **ENGINEER**.
- 2.3.2 Specific Duties and Responsibilities of RPR

-
- 2.3.2.1 Schedules. Review the progress schedule and schedule of Shop Drawing submittals prepared by Contractor and consult with the **ENGINEER** concerning acceptability.
- 2.3.2.2 Conferences and Meetings. Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences and other project-related meetings.
- 2.3.2.3 Liaison: Serve as the **ENGINEER'S** liaison with Contractor, working principally through Contractor's superintendent and assist in understanding the intent of the Contract Documents; and assist the **ENGINEER** in serving as **OWNER'S** liaison with Contractor when Contractor's operations affect **OWNER'S** on-site operations.
- 2.3.2.4 Assist in obtaining from **OWNER** additional details or information, when required for proper execution of the work.
- 2.3.2.5 Shop Drawings and Samples: Record date of receipt of Shop Drawings and samples.
- 2.3.2.5.1 Receive samples which are furnished at the site by Contractor, and notify the **ENGINEER** of availability of samples for examination.
- 2.3.2.5.2 Advise the **ENGINEER** and Contractor of the commencement of any work requiring a Shop Drawing or sample if the submittal has not been approved by the **ENGINEER**.
- 2.3.2.6 Review of Work, Rejection of Defective Work, Inspections and Tests: Conduct on-site observations of the work in progress to assist the **ENGINEER** in determining if the work is in general proceeding in accordance with the Contract Documents.
- 2.3.2.6.1 Report to the **ENGINEER** whenever RPR believes that any work will not produce a completed Project that conforms generally to the Contract Documents or will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise the **ENGINEER** of work that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.
- 2.3.2.6.2 Verify that tests, equipment and systems startups and operating and maintenance training are conducted in the presence of appropriate personnel, and that Contractor maintains adequate records thereof; and observe, record and report to the **ENGINEER** appropriate details relative to the test procedures and startups.
- 2.3.2.6.3 Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections and report these results to the **ENGINEER**.
- 2.3.2.7 Interpretation of Contract Documents. Report to the **ENGINEER** when clarifications and interpretations of the Contract Documents are needed and transmit to Contractor clarifications and interpretations as issued by the **ENGINEER**.
- 2.3.2.8 Modifications: Consider and evaluate Contractor's suggestions for modifications in Drawings or Specifications and report with RPR's recommendations to the **ENGINEER**. Transmit to Contractor in writing decisions as issued by the **ENGINEER**.
- 2.3.2.9 Records: Maintain at the job site orderly files for correspondence, reports of job conferences, Shop Drawings and samples, reproductions of original Contract Documents including all addenda, Change Orders, additional Drawings issued subsequent to the execution of the contract, the **ENGINEER'S** clarifications and interpretations of the Contract Documents, progress reports, Shop Drawing

- submittals received from and delivered to Contractor and other Project related documents.
- 2.3.2.9.1 Prepare a daily report or keep a diary or logbook, recording Contractor's hours on the job site, weather conditions, data relative to questions of Change Orders or changed conditions, list of job site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to the **ENGINEER**.
- 2.3.2.9.2 Record names, addresses and telephone numbers of all Contractors, subcontractors and major suppliers of materials and equipment.
- 2.3.2.9.3 Reports: Furnish the **ENGINEER** periodic reports as required of progress of the work and of Contractor's compliance with the progress schedule and schedule of Shop Drawings and sample submittals.
- 2.3.2.10 Consult with the **ENGINEER** in advance of scheduled major tests, inspections or start of important phases of the work.
- 2.3.2.11 Draft and recommend to the **ENGINEER** proposed Change Orders, obtaining backup material from Contractor.
- 2.3.2.12 Report immediately to the **ENGINEER** and **OWNER** the occurrence of any accident.
- 2.3.2.13 Payment Requests. Review applications for payment with Contractor for compliance with the established procedure for submission and forward with recommendations to the **ENGINEER**, noting particularly the relationship of the payment requested to the work completed and materials and equipment delivered at the site but not incorporated in the work.
- 2.3.2.14 Certificates, Maintenance and Operation Manuals. During the course of the work, verify that certificates, maintenance and operation manuals and other data required to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have this material delivered to the **ENGINEER** for review and forwarding to **OWNER** prior to final payment for the work.
- 2.3.2.15 Completion: Before the **ENGINEER** certifies substantial completion, submit to Contractor a list of observed items requiring completion or correction.
- 2.3.2.16 Observe whether Contractor has performed inspections required by laws, rules, regulations, ordinances, codes, or orders applicable to the work, including but not limited to those to be performed by public agencies having jurisdiction over the work.
- 2.3.2.17 Conduct a final inspection in the company of the **ENGINEER**, **OWNER**, and Contractor and prepare a final list of items to be completed or corrected.
- 2.3.2.18 Observe whether all items on final list have been completed or corrected and make recommendations to the **ENGINEER** concerning acceptance.
- 2.4 Limitations of Authority of the Resident Project Representative: Shall not authorize any deviation from the Contract Documents or substitution of materials or equipment (including "or-equal" items), unless authorized by the **ENGINEER**.
- 2.4.1 Shall not exceed limitations of the **ENGINEER'S** authority as set forth in the Contract Documents and this Agreement.
- 2.4.2 Shall not undertake any of the responsibilities of Contractor, subcontractors, suppliers or Contractor's superintendent.

- 2.4.3 Shall not advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of construction unless such advice or directions are specifically required by the Contract Documents.
- 2.4.4 Shall not advise on, issue directions regarding to, or assume control over safety precautions and programs in connection with the work.
- 2.4.5 Shall not accept Shop Drawings or sample submittals from anyone other than Contractor.
- 2.4.6 Shall not authorize **OWNER** to occupy the Project in whole or in part.
- 2.4.7 Shall not participate in specialized field or laboratory tests or inspections conducted by others except as specifically authorized by the **ENGINEER**.

3 **SAMPLING AND TESTING**

- 3.1 The **ENGINEER** shall furnish Sampling and Testing services. These services will be accomplished through the use of a Subconsultant. The testing of the work will be reviewed by the **ENGINEER** only to determine generally that the work complies with the requirements of the Contract Documents; and

WHEREAS, the term of the contract shall coincide with the Construction Contractor's time for performance as specified in the construction contract documents plus an additional 30 day to prepare and process completion documents and record drawings; and

WHEREAS, the Agreement provides for additional services upon approval of the governing authorities in accordance with the hourly rate schedule to be attached to the Agreement as Exhibit G; and

WHEREAS, the terms and conditions have been reviewed and revised to conform to the requirements of Mississippi law.

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute a construction engineering and inspection services contract with Neel-Schaffer, Inc., for the Street Resurfacing Project Phase 1A, for an amount not to exceed \$424,000.00 consist with the scope of work set forth herein and terms and conditions consistent with Mississippi law.

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

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

Nays – None.

Absent – None.

ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT AND RELATED DOCUMENTS WITH KEEP JACKSON BEAUTIFUL, INC. TO PROVIDE FUNDING IN THE AMOUNT OF \$40,000, TO DEVELOP AND PROMOTE LITTER PREVENTION PROGRAMS AND ACTIVITIES IN THE CITY OF JACKSON FOR CALENDAR YEAR 2023.

WHEREAS, in 1984, Keep Jackson Beautiful, Inc., the local sponsor for the Keep America Beautiful System, partnered with the City of Jackson to develop and promote litter prevention programs and activities; and

WHEREAS, Senate Bill 2980, as passed the Senate, an act to reenact and amend Chapter 966, Local and Private Laws of 1999, as last amended by Chapter 904, Local and Private Laws of 2016, to authorize the governing authorities of the City of Jackson, Mississippi, to continue to pay Keep Jackson Beautiful, Inc., for its services in regard to a litter prevention program through calendar year 2026; and

WHEREAS, the staff recommends that the City of Jackson enter into an agreement with Keep Jackson Beautiful, Inc., to develop and promote the litter prevention and beautification program for calendar year 2023.

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute an agreement and related documents with Keep Jackson Beautiful, Inc., to develop and promote litter prevention programs and activities in the City of Jackson, Mississippi for calendar year 2023.

IT IS FURTHER ORDERED that payments in the amounts of \$40,000.00 be made to Keep Jackson Beautiful, Inc., for said services.

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

President Banks recognized **Lakeshia Weathers, Solid Waste Manager**, and **Alicia Crudup of Keep Jackson Beautiful**, who provided a brief overview of said item.

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

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

Nays – None.

Absent – None.

* * * * *

RESOLUTION AUTHORIZING THE SUBMISSION OF AN APPLICATION TO THE MISSISSIPPI DEPARTMENT OF TRANSPORTATION FOR A FEDERAL TRANSPORTATION ALTERNATIVES GRANT FOR THE MEDGAR AND MYRLIE EVERS HOME NATIONAL MONUMENT SIDEWALK PROJECT AND COMMITTING MATCHING FUNDS FOR THE PROJECT IF AWARDED FEDERAL FUNDS.

WHEREAS, the Mississippi Department of Transportation has made Federal Transportation Alternatives (TA) Program funds available for non-motorized transportation improvements throughout the state of Mississippi; and

WHEREAS, the John D. Dingell, Jr. Conservation, Management, and Recreation Act of 2019 authorized the Medgar and Myrlie Evers Home National Monument, and the National Monument was proclaimed on December 10, 2020 by the Secretary of the Interior; and

WHEREAS, the City of Jackson and the National Park Service desire to construct a sidewalk along Ridgeway Street, Missouri Street, and Margaret Walker Alexander Drive to connect the Medgar and Myrlie Evers Home, Myrlie’s Garden, and Medgar Evers Boulevard; and

WHEREAS, the City of Jackson hereby requests \$406,603.00 in Federal TA funding from the Mississippi Department of Transportation and agrees to provide matching funds in the amount of \$ 101,651.00 in a timely manner.

NOW, THEREFORE, BE IT RESOLVED:

SECTION 1. The City of Jackson acknowledges that if said project is selected for funding through the MDOT selection process, said project is subject to all applicable Federal and State laws and regulations regarding TA funding, as well as subject to the rules and procedures established by MDOT regarding approved TA projects.

SECTION 2. The Mayor is authorized to submit a transportation alternatives grant application to the Mississippi Department of Transportation for the Medgar and Myrlie Evers Home National Monument sidewalk project.

SECTION 3. If said project is selected for funding, that the Mayor is authorized to execute a Memorandum of Understanding and related documents and submit the same to the Mississippi Department of Transportation.

SECTION 4. If said project is selected for funding, that the Director of the Department of Public Works and the City Engineer are hereby designated as LPA Officials authorized to sign non-contractual documents and submit the same to the Mississippi Department of Transportation.

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

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

Nays – None.

Absent – None.

ORDER RATIFYING AN AGREEMENT WITH BOBBY CLOUD TO PROVIDE APPRAISALS RELATED TO THE SEWER MAIN COLLAPSE AT LAUREL STREET AND ST. ANN STREET, AND EMERGENCY REPAIR CONTRACT.

WHEREAS, a sanitary sewer main line that runs through multiple backyards and under garages on Laurel Street and Saint Ann Street was found to have failed causing at least one and possibly two rear yard garages to suffer structural damage that will require demolition of the structure; and

WHEREAS, the damage to the two rear yard garages caused by the collapsed sewer line requires the City to provide the owners of those structures with just compensation for the damage to their property and also requires the acquiring of an easement for the sewer main; and

WHEREAS, because of the public safety and environmental dangers, the Mayor invoked the emergency procurement process, pursuant to Section 31-7-13 (k), a copy of which is attached to this Order and made a part of these minutes; and

WHEREAS, pursuant to the emergency procurement process, Public Works asked Mr. Cloud to initially provide appraisals for three parcels; and

WHEREAS, Mr. Cloud agreed to provide the appraisals at a flat rate of \$1,000.00 for each appraisal; and

WHEREAS, the completion of a survey of the existing sewer main to locate the proposed permanent easement revealed that the sewer line and its proposed easement cross another parcel of property; and

WHEREAS, the Department of Public Works request that Mr. Cloud provide an appraisal for the portion of the easement on this fourth parcel of property, which Mr. Cloud agreed to perform at the same rate of compensation, \$1,000.00; and

WHEREAS, the completion of the appraisals and the presentation of just compensation offers to the property owners is necessary before proceeding with the emergency repair of the sewer main; and

WHEREAS, an agreement was signed with Mr. Cloud to perform four (4) appraisals at a cost of \$1,000.00 each, a copy of which is attached to this Order and made a part of these minutes; and

WHEREAS, Mr. Cloud has completed the work and submitted two invoices totaling \$4,000.00, copies of which are attached to this Order and made a part of these minutes.

IT IS, THEREFORE, ORDERED that the agreement with Bobby Cloud for appraisals for an amount of \$4,000.00 total related to the sewer main collapse at Laurel Street and Saint Ann Street, and emergency repair is hereby ratified.

REGULAR MEETING OF THE CITY COUNCIL
TUESDAY, SEPTEMBER 26, 2023 10:00 A.M.

1007

IT IS FURTHER ORDERED that payment to Bobby Cloud in the amount of \$4,000.00 consistent with the attached invoices for appraisals is authorized.

Bobby L. Cloud, SRPA
Real Estate Appraiser
Post Office Box 12421
Jackson, Mississippi 39236-2421
Telephone: 601-956-1720
e-mail: blcloud622@aol.com

July 21, 2023

By First Class Mail and Email
City of Jackson
Department of Public Works
Post Office Box 2779
Jackson, Mississippi 39207

Attention: Terry S. Williamson, Legal Counsel
twilliamson@jacksonms.gov

Dear Mr. Williamson:

Pursuant to your request, I herein am presenting a fee for making appraisals on utility easements across the following properties:

- (1) Parcel 15-151 (Nicholas Gartman)
- (2) Parcel 15-151-1 (Twin Sisters Trust)
- (3) Parcel 15-152 (Bernard Booth)
- (4) Parcel 15- 153 (Miller Bryant)

Appraisal Fee: \$4,000

This fee is based upon information provide to me concerning the circumstances of the appraisal, including, but not limited to, the following:

- 1) The easement to be acquired is for an existing sewer line that has collapsed, for which there appears to be no recorded easement;
- 2) The easement to be acquired will be fifteen feet in width, with the center line of the easement running parallel to the center line of the existing or replaced sewer line as shown in a survey that will be provided to me by the City; and
- 3) Garage structures on Parcels 15-151-1 and 15-152 will be demolished due to damage caused by the collapse and the danger posed to contractors due the proximity of the garage structures to the required point repair;

July 21, 2023
Terry Williamson
Page 2

- 4) Any structures other than the two garage structures on Parcels 15-151-1 and 15-152 and fences on any of the four parcels will be allowable encroachments on the City's easement; and
- 5) The City may provide a copy of the Appraiser Report to the owners of the subject parcels, but will only do so after consulting with me about the manner in which it should be presented to them, due in part to the limited market data available for the appraisals.

This fee may change on a per parcel amount should the number of appraisals increase or decrease.



Bobby L. Cloud, SRPA
State Certified General
Real Estate Appraiser (GA-207)

Agreed and accepted. We consent to the appraisals on the terms set forth above.

CITY OF JACKSON

By: 

Name: Chokwe A. Lumumba

Title: Mayor

Dated: July 24, 2023

Bobby L. Cloud, SRPA
Real Estate Appraiser
Post Office Box 12421
Jackson, Mississippi 39236
Telephone: 601-956-1720

August 6, 2023

City of Jackson
Department of Public Works
200 South President Street
Jackson, Mississippi 392001

Re: City of Jackson
Project no. 8952.000
Grant Street Relocation
(West County Line Road)

Attention: Robert Lee/Terry Williamson

INVOICE FOR: The appraisals of the following tracts:

(1) Tax Parcel 15-151-1 Twin Sisters Trust, 1509 St, Ann St.:	\$1,000
(2) Tax Parcel 15-152 Bernard Booth, IV, 1606 Laurel St.:	<u>1,000</u>
Total:	\$2,000



Bobby L. Cloud, SRPA
State Certified General Real
Real Appraiser (GA-207)

Real Property
Parcel 15-150-1
1512 Lyncrest Avenue
Jackson, Mississippi 39201

August 17, 2023

City of Jackson
Department of Public Works
200 South President Street
Jackson, Mississippi 39201

Re: City of Jackson
Belhaven Historic District

Attention: Robert Lee/ Terry Williamson

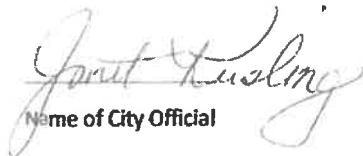
INVOICE FOR: The appraisals of the following tracts:

(1) Tax Parcel 15-150-1 Levi King, 1512 Lyncrest Avenue.:	\$1,000
(2) Tax Parcel 15-151, Nicholas Gartman, 1506 Lyncrest Avenue:	<u>1,000</u>
Total:	\$2,000



Bobby L. Cloud, SRPA
State Certified General Real
Real Appraiser (GA-207)

Copies of Two appraisals of each of the above reports received by:


Name of City Official

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

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

**ORDER RATIFYING A CONTRACT WITH DELTA CONSTRUCTORS, INC. FOR
SANITARY SEWER MAIN LINE REPAIRS AT 4145 NORTHSTATE STREET.**

WHEREAS, a sanitary sewer main line that runs beneath a business at 4145 North State Street was found to have deteriorated causing sewage to back up in the line; and

WHEREAS, because of the location and nature of the failure, the City determined that a contractor would be needed to pipe burst a new line under a commercial building; and

WHEREAS, because of these public safety and environmental dangers, the Mayor invoked the emergency procurement process, pursuant to Section 31-7-13 (k), a copy of which is attached to this Order and made a part of these minutes; and

WHEREAS, pursuant to the emergency procurement process, Public Works asked two contractors experienced in this type of work to submit sealed bids, with Delta Constructors being the lower of the two bids; and

WHEREAS, a contract was executed with Delta Constructors, Inc., for an amount not to exceed \$183,010.00, a copy of which is attached to this Order and made a part of these minutes.

IT IS, THEREFORE, ORDERED that the contract with Delta Constructors, Inc. for an amount not to exceed \$183,010.00 for sanitary sewer main line repair work at 4145 North State Street is ratified.

**DECLARATION INVOKING THE EMERGENCY
PROCUREMENT PROCEDURE**

I. REQUEST


The following sewer collection system repairs are too complex or require equipment that the Sewer Maintenance Division does not have:

- Flag Chapel/Queen Mary Point Repair;
- Congress/Pascagoula Point Repair;
- State St Gas Station Pipe Burst;
- Hwy 80/University - 2 Point Repairs: Line and Manhole;
- Catalina Point Repair;
- Laurel/St Ann - Sewer Reroute to avoid building collapses;
- Pine Lane/Jamaica;
- Dogwood Point Repair, Line; and
- Old Canton / St Andrews Point Repair

Repairing these sewer collection system failures constitutes an emergency because the sanitary sewer overflows and sewer collection system line failures to be addressed by the repairs will eliminate serious hazards to human health and the environment. In the case of the repair at the State Street Gas Station, a potential catastrophic event could result in an explosion or the discharge of petroleum products in the environment.

Accordingly, I request that you declare that this situation constitutes an "emergency" as that term is defined in Section 31-7-1 of the Mississippi Code Annotated of 1972, as amended, and authorize contracts to repair these sewer collection system failures, pursuant to Section 31-7-13 (k) of the Mississippi Code Annotated of 1972, as amended.

As background information to assist in your determination that an emergency exists, I have attached a memorandum. I have also obtained the review and approval of the Office of the City Attorney, the Chief Financial Officer, and the Chief Administrative Officer as evidenced by the signatures below.


 Robert Lee, P.E.
 City Engineer

2/3/23
DATE

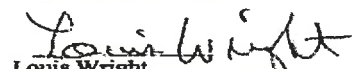
II. REVIEWED AND APPROVED


 Forri Martin
 City Attorney

2/3/2023
DATE


 Fidelis Malembeka
 Chief Financial Officer

2/13/2023
DATE


 Louis Wright
 Chief Administrative Officer

2/13/2023
DATE

III. DECLARATION OF EMERGENCY

I hereby determine that the sewer collection system failures listed herein constitute an emergency as that term is defined under Section 31-7-1 of the Mississippi Code Annotated of 1972, as amended, so that the delay incident to giving opportunity for competitive bidding would be detrimental to the interest of the City of Jackson, Mississippi and its citizens, and that contracts repair the sewer collection system failures listed herein are authorized pursuant to Section 31-7-13 (k) of the Mississippi Code Annotated of 1972, as amended.

According, this request is approved, effective February 3, 2023.


 CHOKWE A. LUMUMBA
 Mayor

2/13/2023
DATE

CONTRACT

This Contract, made this the 22^d day of May, 2023 by and between the CITY OF JACKSON, MISSISSIPPI, a municipal corporation, hereinafter called "OWNER" and Delta constructors, Inc. located in Flowood, MS, hereinafter called the "CONTRACTOR".

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

1. THE CONTRACTOR will commence and complete the construction of Emergency Sewer Repairs at 4145 North State Street and being more completely described in the Bid Form for the project.
2. The CONTRACTOR will commence the work required by the CONTRACT DOCUMENTS within one day after the time of the NOTICE TO PROCEED and will work as directed by the Director of the Department of Public Works until such time as the work described in the Bid Form for this project is complete.
3. The term "CONTRACT DOCUMENTS" means and includes CONTRACTOR'S bid, Contract, Payment Bond, Performance Bond, Special Conditions, City of Jackson's Standard Specifications and General Provisions, Supplements and Amendments to the City of Jackson General Provisions, Special Provisions (if any), Notice to Proceed, and all subsequent Change Orders, Supplemental Agreements and/or other modifications to the Contract.
4. The CONTRACTOR agrees to furnish all materials in place and to faithfully complete all of said work contemplated by this Contract in good and workmanlike manner, strictly in accordance with said Contract Documents and other requirements of the OWNER, under the direct observation of and to the complete satisfaction of the Director, or his authorized representatives, and in accordance with the Laws of the State of Mississippi and the Ordinances of the City of Jackson, for which the OWNER hereby agrees to pay and the CONTRACTOR agrees to accept a sum of money in current funds equal to the total value of the work complete in place, computed by multiplying the final quantities of each item of work by the Contract unit prices therefor as stated in the Proposal Form, attached hereto and made a part hereof, plus the amount of any supplemental agreements and force accounts for other work authorized and performed; which shall not exceed the sum of One Hundred Eighty-three Thousand and Ten Dollars (\$183,010.00),
in full compensation for furnishing all materials, the doing of all work contemplated under the Contract, as well as all loss or damage, if any, arising out of the nature of the work, the CONTRACTOR assuming all risks of every kind and description in the performance of this Contract.

02/24/2020

5. The CONTRACTOR agrees and binds himself (itself) to indemnify and save harmless and to defend any claims or suits against OWNER, its employees and its agents by reason of any claims for damages arising from the performance of this Contract as a result of negligence on the part of the CONTRACTOR, or from any suit or claim brought against OWNER by reason of alleged damages or the taking of property under Section 17 of the Mississippi Constitution of 1890, and particularly from the use of the streets being constructed or improved under this Contract.
6. The CONTRACTOR shall provide proof of general liability insurance meeting the requirements set forth in the Emergency Contract Supplements and Amendments.
7. Any covenant, promise and/or agreement contained elsewhere to indemnify or hold harmless another person from that person's own negligence is void and wholly unenforceable. This does not apply to construction bonds or insurance contracts or agreements.
8. Attached hereto and made a part of this Contract is a Performance Bond, executed by a Surety Company doing business in the State of Mississippi in the sum One Hundred Eighty-Three Thousand Ten Dollars. (183,010.00),
9. Attached hereto and made a part of this Contract is a Payment Bond, executed by a Surety Company doing business in the State of Mississippi in the sum of One Hundred Eighty-Three Thousand ten Dollars. (\$ 183,010.00).
10. Upon execution of the Performance and Payment Bonds and before commencing work contained in the Contract Documents, the CONTRACTOR shall be required to make payment of all taxes, licenses, assessments, contributions, damages, penalties, and interest thereon, when and as the same as may lawfully be due this state, or any county, municipality, board, department, commission or political subdivision thereof, by reason of and directly connected with the performance of this Agreement. In the event of default of the prompt payment of all such taxes, licenses, assessments, contributions, damages, penalties and interest thereon as may be due by the CONTRACTOR, a direct proceeding on the bonds may be brought in any court of competent jurisdiction by the proper officer or agency having lawful authority to do so to enforce such payment, the right to do so is cumulative and in addition to other remedies as may be provided by law.
11. The CONTRACTOR agrees to allow the OWNER, or any of their duly authorized representatives, access to any books, documents, papers and records of the CONTRACTOR which are directly pertinent to the project which is the subject of this Contract, for the purpose of making audits, examinations, excerpts and transcriptions, and CONTRACTOR agrees to insert an identical clause in any and all subcontracts.
12. That the Contract may be annulled by the OWNER for reason set forth in Section 8.08 of the Standard Specifications, amended by the Emergency Contract Supplements and Amendments.

02/24/2020

13. The OWNER will pay CONTRACTOR according to the Contract Documents, particularly, the Special Provisions.
14. This Contract shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.
15. The CONTRACTOR shall only use materials grown, produced, prepared, made and/or manufactured within the State of Mississippi, unless when such materials made outside of the State of Mississippi are of like quality and can be secured at a lower cost or any materials of a better quality can be acquired at a reasonable cost.
16. CONTRACTOR shall employ only workmen and laborers who have actually resided in the State of Mississippi for two (2) years preceding employment. In the case that laborers or workmen cannot be found that meet such qualifications; the CONTRACTOR shall notify the OWNER in writing. Unless the OWNER supplies the CONTRACTOR with satisfactory workmen or laborers needed, the CONTRACTOR will be authorized to employ workmen or laborers not meeting these qualifications.
17. The CONTRACTOR agrees to guaranty the work for a period of one (1) year from the date of the final inspection and acceptance. CONTRACTOR further agrees to furnish any additional bonds as deemed necessary by the OWNER.

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02/24/2020

IN WITNESS THEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Contract in four (4) counterparts, each of which shall be deemed an original on the date first above written.

CITY OF JACKSON, MISSISSIPPI

BY


Mayor

ATTEST


Municipal Clerk

(Seal)



Delta constructors, Inc, CONTRACTOR

BY:


Joe H Campbell, President

ATTEST



(Seal)

02/24/2020

Council Member Grizzell moved adoption; Council Member Hartley seconded.

President Banks recognized Robert Lee, Interim Public Works Director, who provided a brief overview of said item.

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

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

Nays – None.

Absent – None.

**ORDER RATIFYING A CONTRACT WITH UTILITY CONSTRUCTORS, INC.
FOR SANITARY SEWER MAIN LINE REPAIRS AT LAUREL STREET AND
SAINT ANN STREET.**

WHEREAS, a sanitary sewer main line that runs through multiple backyards and under garages on Laurel Street and Saint Ann Street was found to have failed causing at least one and possibly two rear yard garages to suffer structural damage that will require demolition of the structure; and

WHEREAS, because of these public safety and environmental dangers, the Mayor invoked the emergency procurement process, pursuant to Section 31-7-13 (k), a copy of which is attached to this Order and made a part of these minutes; and

WHEREAS, pursuant to the emergency procurement process, Public Works asked two contractors experienced in this type of work to submit sealed bids, with Utility Constructors, Inc. being the lower of the two bids; and

WHEREAS, a contract was executed with Utility Constructors, Inc., for an amount not to exceed \$343,075.00, a copy of which is attached to this Order and made a part of these minutes.

IT IS, THEREFORE, ORDERED that the contract Utility Constructors, Inc. for an amount not to exceed \$343,075.00 for sanitary sewer main line repair work at Laurel Street and Saint Ann Street is hereby ratified.

**DECLARATION INVOKING THE EMERGENCY
PROCUREMENT PROCEDURE**

I. REQUEST

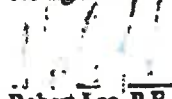
The following sewer collection system repairs are too complex or require equipment that the Sewer Maintenance Division does not have:

- Flag Chapel/Queen Mary Point Repair;
- Congress/Pascagoula Point Repair;
- State St Gas Station Pipe Burst;
- Hwy 80/University - 2 Point Repairs: Line and Manhole;
- Catalina Point Repair;
- Laurel/St Ann - Sewer Reroute to avoid building collapses;
- Pine Lane/Jamaica;
- Dogwood Point Repair, Line; and
- Old Canton / St Andrews Point Repair

Repairing these sewer collection system failures constitutes an emergency because the sanitary sewer overflows and sewer collection system line failures to be addressed by the repairs will eliminate serious hazards to human health and the environment. In the case of the repair at the State Street Gas Station, a potential catastrophic event could result in an explosion or the discharge of petroleum products in the environment.

Accordingly, I request that you declare that this situation constitutes an "emergency" as that term is defined in Section 31-7-1 of the Mississippi Code Annotated of 1972, as amended, and authorize contracts to repair these sewer collection system failures, pursuant to Section 31-7-13 (k) of the Mississippi Code Annotated of 1972, as amended.

As background information to assist in your determination that an emergency exists, I have attached a memorandum. I have also obtained the review and approval of the Office of the City Attorney, the Chief Financial Officer, and the Chief Administrative Officer as evidenced by the signatures below.

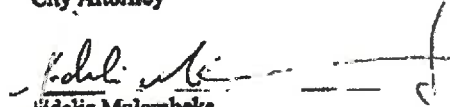

 Robert Lee, P.E.
 City Engineer

3/23
 DATE

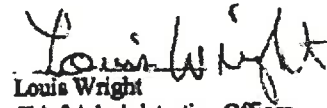
II. REVIEWED AND APPROVED


 Terri Martin
 City Attorney

2/3/2023
 DATE


 Fidelis Malembeka
 Chief Financial Officer

2/13/2023
 DATE


 Louis Wright
 Chief Administrative Officer

2/13/2023
 DATE

III. DECLARATION OF EMERGENCY

I hereby determine that the sewer collection system failures listed herein constitute an emergency as that term is defined under Section 31-7-1 of the Mississippi Code Annotated of 1972, as amended, so that the delay incident to giving opportunity for competitive bidding would be detrimental to the interest of the City of Jackson, Mississippi and its citizens, and that contracts repair the sewer collection system failures listed herein are authorized pursuant to Section 31-7-13 (k) of the Mississippi Code Annotated of 1972, as amended.

According, this request is approved, effective February 3, 2023.


 CHOKWE A. LUMUMBA
 Mayor

2/13/2023
 DATE

CONTRACT

This Contract, made this the 14th day of September, 2023, by and between the CITY OF JACKSON, MISSISSIPPI, a municipal corporation, hereinafter called "OWNER" and Utility Constructors, Inc. located in Jackson, MS, hereinafter called the "CONTRACTOR".

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

1. THE CONTRACTOR will commence and complete the construction of Emergency Sewer Repairs at St. Ann and Laurel Street Emergency Sewer Repair and being more completely described in the Bid Form for the project.
2. The CONTRACTOR will commence the work required by the CONTRACT DOCUMENTS within one day after the time of the NOTICE TO PROCEED and will work as directed by the Director of the Department of Public Works until such time as the work described in the Bid Form for this project is complete.
3. The term "CONTRACT DOCUMENTS" means and includes CONTRACTOR'S bid, Contract, Payment Bond, Performance Bond, Special Conditions, City of Jackson's Standard Specifications and General Provisions, Supplements and Amendments to the City of Jackson General Provisions, Special Provisions (if any), Notice to Proceed, and all subsequent Change Orders, Supplemental Agreements and/or other modifications to the Contract.
4. The CONTRACTOR agrees to furnish all materials in place and to faithfully complete all of said work contemplated by this Contract in good and workmanlike manner, strictly in accordance with said Contract Documents and other requirements of the OWNER, under the direct observation of and to the complete satisfaction of the Director, or his authorized representatives, and in accordance with the Laws of the State of Mississippi and the Ordinances of the City of Jackson, for which the OWNER hereby agrees to pay and the CONTRACTOR agrees to accept a sum of money in current funds equal to the total value of the work complete in place, computed by multiplying the final quantities of each item of work by the Contract unit prices therefor as stated in the Proposal Form, attached hereto and made a part hereof, plus the amount of any supplemental agreements and force accounts for other work authorized and performed; which shall not exceed the sum of Three hundred fifty two thousand dollars & 00/100 Dollars (\$352,000.00), in full compensation for furnishing all materials, the doing of all work contemplated under the Contract, as well as all loss or damage, if any, arising out of the nature of the work, the CONTRACTOR assuming all risks of every kind and description in the performance of this Contract.

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5. The CONTRACTOR agrees and binds himself (itself) to indemnify and save harmless and to defend any claims or suits against OWNER, its employees and its agents by reason of any claims for damages arising from the performance of this Contract as a result of negligence on the part of the CONTRACTOR, or from any suit or claim brought against OWNER by reason of alleged damages or the taking of property under Section 17 of the Mississippi Constitution of 1890, and particularly from the use of the streets being constructed or improved under this Contract.
6. The CONTRACTOR shall provide proof of general liability insurance meeting the requirements set forth in the Emergency Contract Supplements and Amendments.
7. Any covenant, promise and/or agreement contained elsewhere to indemnify or hold harmless another person from that person's own negligence is void and wholly unenforceable. This does not apply to construction bonds or insurance contracts or agreements.
8. Attached hereto and made a part of this Contract is a Performance Bond, executed by a Surety Company doing business in the State of Mississippi in the sum of Three hundred fifty two thousand dollars & 00/100 (\$ 352,000.00).
9. Attached hereto and made a part of this Contract is a Payment Bond, executed by a Surety Company doing business in the State of Mississippi in the sum of Three hundred fifty two thousand dollars & 00/100 (\$ 352,000.00).
10. Upon execution of the Performance and Payment Bonds and before commencing work contained in the Contract Documents, the CONTRACTOR shall be required to make payment of all taxes, licenses, assessments, contributions, damages, penalties, and interest thereon, when and as the same as may lawfully be due this state, or any county, municipality, board, department, commission or political subdivision thereof, by reason of and directly connected with the performance of this Agreement. In the event of default of the prompt payment of all such taxes, licenses, assessments, contributions, damages, penalties and interest thereon as may be due by the CONTRACTOR, a direct proceeding on the bonds may be brought in any court of competent jurisdiction by the proper officer or agency having lawful authority to do so to enforce such payment, the right to do so is cumulative and in addition to other remedies as may be provided by law.
11. The CONTRACTOR agrees to allow the OWNER, or any of their duly authorized representatives, access to any books, documents, papers and records of the CONTRACTOR which are directly pertinent to the project which is the subject of this Contract, for the purpose of making audits, examinations, excerpts and transcriptions, and CONTRACTOR agrees to insert an identical clause in any and all subcontracts.

02/24/2020

12. That the Contract may be annulled by the OWNER for reason set forth in Section 8.08 of the Standard Specifications, amended by the Emergency Contract Supplements and Amendments.
13. The OWNER will pay CONTRACTOR according to the Contract Documents, particularly, the Special Provisions.
14. This Contract shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.
15. The CONTRACTOR shall only use materials grown, produced, prepared, made and/or manufactured within the State of Mississippi, unless when such materials made outside of the State of Mississippi are of like quality and can be secured at a lower cost or any materials of a better quality can be acquired at a reasonable cost.
16. CONTRACTOR shall employ only workmen and laborers who have actually resided in the State of Mississippi for two (2) years preceding employment. In the case that laborers or workmen cannot be found that meet such qualifications; the CONTRACTOR shall notify the OWNER in writing. Unless the OWNER supplies the CONTRACTOR with satisfactory workmen or laborers needed, the CONTRACTOR will be authorized to employ workmen or laborers not meeting these qualifications.
17. The CONTRACTOR agrees to guaranty the work for a period of one (1) year from the date of the final inspection and acceptance. CONTRACTOR further agrees to furnish any additional bonds as deemed necessary by the OWNER.

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IN WITNESS THEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Contract in four (4) counterparts, each of which shall be deemed an original on the date first above written.


CITY OF JACKSON, MISSISSIPPI

Utility Constructors, Inc.
CONTRACTOR

BY


Mayor

BY:


Terry N. Lovelace

ATTEST


Municipal Clerk

ATTEST


Jackie H. King

(Seal)

(Seal)

02/24/2020

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

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

Nays – None.

Absent – None.

* * * * *

ORDER RATIFYING PROCUREMENT OF REPAIRS, PARTS, AND SERVICES FROM VARIOUS VENDORS AND AUTHORIZING PAYMENTS TO SAID VENDORS FOR THE DEPARTMENT OF PUBLIC WORKS.

WHEREAS, Department of Public Works had need of certain repairs, parts, and services for the operation and maintenance of the Water Maintenance Division and Water/Sewer Utilities Division; and

WHEREAS, due to exigent circumstances, the procurement of these necessary repairs, parts, and services done without prior approval by the City Purchasing Manager or the City Council of the City of Jackson; and

WHEREAS, the repairs, parts, and services set forth in certain invoices attached to this Order and made part of the minutes were provided to the Department of Public Works, and said work have been rendered and parts provided.

IT IS, THEREFORE, ORDERED that the procurement of the repairs, parts, and services set forth in the invoices attached to the Order is ratified.

IT IS FURTHER ORDERED that payment to the following vendors in the amounts set forth be made, consistent with the attached invoices for the repairs and services performed and the parts provided:

Vendor	Invoice No.	Invoice Date	Amount
Allied Universal Corporation	I2812892	9/28/2022	\$ 20,380.00
Basset Claims Adjusting Group Inc	2566001694	1/19/2023	\$ 45,178.65
Control Systems, Inc.	61917	11/22/2022	\$ 5,712.42
Environment Masters	118142581	4/7/2022	\$ 516.00
Environment Masters	121777652	5/5/2022	\$ 144.00
Environment Masters	126057882	6/13/2022	\$ 1,958.93
Environment Masters	127145204	6/27/2022	\$ 20,115.42
Environment Masters	130078326	7/20/2022	\$ 228.98
Environment Masters	130187154	7/25/2022	\$ 897.11
Environment Masters	135619726	9/21/2022	\$ 161.57
Environment Masters	136752399	10/7/2022	\$ 23,027.82
Fisher Fire Extinguisher Service, Inc.	81623	10/12/2022	\$ 250.00
Fleet Response	46412	4/18/2023	\$ 34,834.88
Gulf States Engineering Company, Inc.	112430	5/22/2023	\$ 11,240.26
Gray-Daniels Auto Family	362570	11/2/2022	\$ 821.69
Gray-Daniels Auto Family	519222	11/18/2022	\$ 315.00
Herrin Gear Chevrolet	699042	10/25/2022	\$ 383.83
Hydraulic Service & Supply, LLC.	131245	11/18/2022	\$ 14,175.22
Mac Haik Ford	213893	11/3/2022	\$ 558.50
Mac Haik Ford	3099055	11/22/2022	\$ 78.95
Mel Luna Saw Company	93805	10/10/2022	\$ 217.75
Mel Luna Saw Company	93893	10/10/2022	\$ 180.00
Mel Luna Saw Company	93792	10/10/2022	\$ 71.90
Mel Luna Saw Company	93807	10/10/2022	\$ 91.93

**REGULAR MEETING OF THE CITY COUNCIL
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Mel Luna Saw Company	93806	10/10/2022	\$ 89.85
Novelty Machine Works	94865	10/26/2022	\$ 13,117.10
Nuttal Gear, LLC	92606461	8/17/2023	\$ 19,984.45
On The Way	2155	11/17/2022	\$ 230.00
On The Way	2154	11/17/2022	\$ 165.00
Rankin Rental	109100081-0001	11/22/2022	\$ 3,786.84
River City Equipment Rental & Sales, Inc.	100081A-9	10/18/2022	\$ 2,200.00
Scott Equipment	P45950	11/16/2022	\$ 130.56
Scott Equipment	X16534	11/22/2022	\$ 3,003.24
Standard Crane & Hoist LLC	9-92099	5/30/2022	\$ 3,220.24
Standard Crane & Hoist LLC	9-92147	6/30/2022	\$ 462.50
Standard Crane & Hoist LLC	9-92169	7/31/2022	\$ 318.00
Stuart C. Irby Company	21001068	7/30/2021	\$ 4,278.34
United Rentals	212278382-001	10/28/2022	\$ 1,012.54
United States Geological Survey	90995769	7/15/2022	\$ 18,625.00
United States Geological Survey	91010870	9/8/2022	\$ 18,625.00
United States Geological Survey	91047596	2/10/2023	\$ 19,092.50
United States Geological Survey	91062026	4/12/2023	\$ 19,092.50
United States Geological Survey	91084918	7/12/2023	\$ 19,092.50
United States Geological Survey	91102133	9/13/2023	\$ 19,092.50
		Total	\$347,159.44

Council Member Grizzell moved adoption; Council Member Lindsay seconded.

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

Nays – None.

Absent – None.

**ORDER RATIFYING REPAIRS TO BUILDINGS AND EQUIPMENT AND THE
PROCUREMENT OF SERVICES FROM CERTAIN VENDORS AND
AUTHORIZING PAYMENTS TO SAID VENDORS.**

WHEREAS, the Building Maintenance Division of the Department of Public Works had need of certain necessary parts, equipment, and services necessary to the operation and maintenance of the City’s buildings; and

WHEREAS, due to exigent circumstances, the procurement of these necessary repairs to buildings and equipment, and the procurement of services was done without prior approval by the City Purchasing Manager or the City Council of the City of Jackson; and

WHEREAS, the repairs to buildings and equipment set forth in certain invoices attached hereto were made to the City’s buildings and equipment; and

WHEREAS, the services set forth in certain invoices attached hereto were provided to the City’s buildings; and

WHEREAS, in order to ensure the continued and proper operation and maintenance of the City’s buildings, it is necessary to pay these outstanding invoices to continue receiving any needed repairs and services from these vendors.

IT IS, THEREFORE, ORDERED that payment to the following vendors in the amounts set forth be made, consistent with the attached invoices:

United Plumbing & Heating Co., Inc.	\$6,487.49
TK Elevator Corporation	\$9,923.12
Integrated Pest Control Maintenance LLC	\$1,335.00

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Universal Services, LLC	\$2,842.00
Upchurch Services, LLC	\$1,201.85
Johnson Controls, Inc.	\$13,389.03
 Total	 \$35,178.49

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

President Banks recognized **Robert Lee, Interim Public Works Director**, who provided a brief overview of said item.

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

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

* * * * *

ORDER RATIFYING THE PROCUREMENT OF SOLID WASTE DISPOSAL SERVICES UNDER \$5,001.00 FROM COMPLETE ENVIRONMENTAL & REMEDIATION CO. LLC, AND AUTHORIZING PAYMENT TO SAID VENDOR.

WHEREAS, the Solid Waste Division of the Department of Public Works had need of hazardous waste removal services for operations and maintenance at the Environmental Service Center the services the Tri-County area; and

WHEREAS, the current contract with Complete Environmental & Remediation Co. LLC expired prior to hazardous waste removal services being rendered at the Environmental Service Center; and

WHEREAS, Complete Environmental & Remediation Co. LLC agreed to perform the services on the same terms and conditions, and same pricing as under the expired contract; and

WHEREAS, the charges set forth in the invoice attached hereto were submitted to the Solid Waste Division for the removal services and supplies and all services have been completed.

IT IS, THEREFORE, ORDERED that payment to the following vendor in the amounts set forth be made, consistent with the attached invoice:

Complete Environmental Services	\$ 4,092.40
Total	\$ 4,092.40

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

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

* * * * *

There came on for consideration Agena Item No. 46:

ORDER AUTHORIZING PAYMENT OF FULL AND FINAL SETTLEMENT ALL CLAIMS IN TINA WALLACE v. CITYOF JACKSON, ET AL., CIVIL - ACTION NUMBER 3:21-ev-326-1(HJ-MTP, UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF MISSISSIPPI, NORTHERN DIVISION.

President Banks stated said item would be taken up later in the meeting during Executive Session.

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 thatwe 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 Grizzell moved adoption; **Vice President Lee** seconded.

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

Nays – None.

Absent – None.

ORDER REVIEWING AND CONTINUING STATE OF EMERGENCY.

WHEREAS, on February 18, 2020, the Jackson City Council, pursuant to Section 33-15-17(8(d) of the Mississippi Code of 1972, as amended, passed an Order Declaring the Need to Continue the State of Emergency that was issued on February 13, 2020 by Chokwe A. Lumumba, Mayor of the City of Jackson, Mississippi; and

WHEREAS, the Jackson City Council, in the February 18, 2020 Order, found that flood waters and wide spread drainage system issues had affected several Jackson creeks, including, but not limited to: Belhaven Creek; Bogue Chitto Creek; 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, October 25, 2022, November 22, 2022, December 20, 2022, January 31, 2023, February 28, 2023, March 21, 2023, April 25, 2023, May 23, 2023, June 22, 2023, July 18, 2023 and August 29, 2023 pursuant to Section 33-15-17(8)(d) of the Mississippi Code of 1972, reviewed the need for and continued the local emergency; and

WHEREAS, pursuant to Section 33-15-17(8)(d) of the Mississippi Code of 1972, as amended, the Jackson City Council has again reviewed the need for continuing the local emergency and determined that the emergency should be continued.

IT IS THEREFORE HEREBY ORDERED that said Order Declaring the Need to Continue the Declared State of Emergency as delineated by the Jackson City Council, remains in full force and effect and shall be reviewed again in thirty (30) days in accordance with Section 33-15-17(8)(d) of the Mississippi Code of 1972, as amended.

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

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

Note: Council Member Lindsay left the meeting.

RESOLUTION OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI SUPPORTING THE DENOUNCEMENT OF NEGATIVE REFLECTIONS OF THE CITY OF JACKSON, MISSISSIPPI AS VIEWED ON 60-MINUTES.

WHEREAS, the public health, safety and welfare of the citizens of the City of Jackson shall be considered by this resolution; and

WHEREAS, on Sunday, September 17, 2023, Coach Deion Sanders interviewed with 60 Minutes, a television news magazine broadcast on the CBS television network; and

WHEREAS, during the interview, images were presented of both Jackson, Mississippi and Boulder, Colorado; the images of Boulder were very positive while the images of Jackson depicted the most hideous scenes; and

WHEREAS, it is evident that both positive and negative images are a part of most cities in the United States; as with Boulder, Colorado, positive images should have been reflected of Jackson, Mississippi.

THEREFORE, BE IT RESOLVED that the City Council of Jackson, Mississippi, hereby strongly supports the denouncement of the negative reflections of the City of Jackson, Mississippi as viewed on 60 Minutes on September 17, 2023.

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

President Banks who moved; seconded by **Council Member Grizzell**, to amend Resolution adding an IT IS FURTHER RESOLVED section stating "IT IS FURTHER RESOLVED that a copy of said resolution shall be sent to all Mississippi media outlets, CBS corporate office and its local affiliate, and the 60 Minutes show". The motion prevailed by the following vote:

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

Nays – None.

Absent – Lindsay.

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

RESOLUTION OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI SUPPORTING THE DENOUNCEMENT OF NEGATIVE REFLECTIONS OF THE CITY OF JACKSON, MISSISSIPPI AS VIEWED ON 60-MINUTES.

WHEREAS, the public health, safety and welfare of the citizens of the City of Jackson shall be considered by this resolution; and

WHEREAS, on Sunday, September 17, 2023, Coach Deion Sanders interviewed with 60 Minutes, a television news magazine broadcast on the CBS television network; and

WHEREAS, during the interview, images were presented of both Jackson, Mississippi and Boulder, Colorado; the images of Boulder were very positive while the images of Jackson depicted the most hideous scenes; and

WHEREAS, it is evident that both positive and negative images are a part of most cities in the United States; as with Boulder, Colorado, positive images should have been reflected of Jackson, Mississippi.

THEREFORE, BE IT RESOLVED that the City Council of Jackson, Mississippi, hereby strongly supports the denouncement of the negative reflections of the City of Jackson, Mississippi as viewed on 60 Minutes on September 17, 2023.

IT IS FURTHER RESOLVED that a copy of this resolution will be sent to all Mississippi media outlets, the CBS corporate office, its local affiliate and the 60 Minutes show.

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

Nays – None.

Absent – Lindsay.

ORDER OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI HIRING ATTORNEY DENNIS SWEET AND ATTORNEY NATHANIEL ARMISTAD AS CO-COUNSELS TO PROTECT THE RIGHTS OF JACKSON, MISSISSIPPI IN PROVIDING SAFE AND CLEAN DRINKING WATER TO ITS CUSTOMERS.

WHEREAS, the public health, safety and welfare of the citizens of the City of Jackson shall be considered by this resolution; and

WHEREAS, the City of Jackson must ensure that the citizens of Jackson are compensated for injuries that they sustained as a result of the exposure to environmental contamination and dangerous products; and

WHEREAS, Attorney Dennis Sweet is a licensed attorney in the state of Mississippi and United States of America and Attorney Nathaniel Armistad is a licensed attorney in the state of Mississippi and the United States of America .

IT IS HEREBY ORDERED that the City Council of Jackson, Mississippi hire Attorney Dennis Sweet and Attorney Nathaniel Armistad as co-counsels to protect the rights of Jackson, Mississippi in providing safe and clean drinking water to its customers.

Council Member Stokes moved adoption; Council Member Hartley seconded.

President Banks recognized Catoria Martin, City Attorney, who provided a brief overview of said item.

President Banks recognized Council Member Hartley who moved; seconded by Council Member Stokes, to amend said Order adding in the third WHEREAS "Attorney Deshun Martin is a licensed attorney in the state of Mississippi and the United States of America" and in the IT IS HEREBY ORDERED section adding Attorney Deshun Martin. The motion prevailed by the following vote:

- Yeas – Foote, Hartley and Stokes.
- Nays – Grizzell and Lee.
- Abstention– Banks
- Absent – Lindsay.

Thereafter, President Banks called for a vote on item as amended:

ORDER OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI HIRING ATTORNEY DENNIS SWEET AND ATTORNEY NATHANIEL ARMISTAD AS CO-COUNSELS TO PROTECT THE RIGHTS OF JACKSON, MISSISSIPPI IN PROVIDING SAFE AND CLEAN DRINKING WATER TO ITS CUSTOMERS.

WHEREAS, the public health, safety and welfare of the citizens of the City of Jackson shall be considered by this resolution; and

WHEREAS, the City of Jackson must ensure that the citizens of Jackson are compensated for injuries that they sustained as a result of the exposure to environmental contamination and dangerous products; and

WHEREAS, Attorney Dennis Sweet is a licensed attorney in the state of Mississippi and United States of America, Attorney Nathaniel Armistad is a licensed attorney in the state of Mississippi and the United States of America and Attorney Deshun Martin is a licensed attorney in the State of Mississippi and the United States of America.

IT IS HEREBY ORDERED that the City Council of Jackson, Mississippi hire Attorney Dennis Sweet, Attorney Nathaniel Armistad and Attorney Deshun Martin as co-counsels to protect the rights of Jackson, Mississippi in providing safe and clean drinking water to its customers.

- Yeas – Foote, Hartley and Stokes.
- Nays – Grizzell and Lee.
- Abstention– Banks
- Absent – Lindsay.

V E T O " V E T O

President Banks recognized Council Member Grizzell who moved, seconded by President Banks to reconsider Agenda Item No. 12. The motion prevailed by the following vote:

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

Note: Council Member Lindsay returned to the meeting.

ORDER RATIFYING AND AUTHORIZING THE PETTY CASH FUND FOR THE DEPARTMENT OF ADMINISTRATION FOR THE REMAINING OF FISCAL YEAR 2022-2023.

WHEREAS, Section 7-7-60 of the Miss. Code Ann. as amended, provides "[a] petty cash fund for offices within the county, municipality or board of education may be established in accordance with regulations set forth by the State Auditor's office"; and

WHEREAS, according to the "Routine Petty Cash Fund Procedures" in the 2022 Municipal Audit and Accounting Guide, the municipal governing authorities may authorize a petty cash fund. The authorization must be spread upon the minutes and include:

- (1) Reasons for establishing the fund;
- (2) Purposes for which fund money may be spent;
- (3) The dollar amount of the fund;
- (4) Custodian(s); and
- (5) Any special provisions, such as the use of depository account(s).

WHEREAS, the Office of Finance recommends the governing authorities for the city of Jackson authorize a petty cash fund not to exceed \$150,000.00, which is the budgeted amount, to pay for travel-related expenses such as registration fees, airfare, baggage, hotel, mileage, per diem, ground travel, travel reimbursement charges, professional organizational dues, and other necessary items for all departments; and

WHEREAS, the reason for establishing the fund is to allow for the Office of Finance to keep sufficient funds in the Petty Cash account for expenses for the Mayor, City Council, and all City employees; and

WHEREAS, the Controller and Assistant Controller will be designated as the custodian of said funds for the Office of Finance; and

WHEREAS, the Petty Cash Fund has a depository account at Cadence Bank; and

WHEREAS, the State Auditor's Office petty cash funds regulations require the governing authorities to authorize the petty cash funds on an annual basis, and the custodian of the petty cash fund must be bonded and will be responsible at all times for the funds and purchases of the petty cash fund; and

WHEREAS, the Office of Finance recommends that the governing authorities for the city of Jackson ratify and authorize the petty cash fund in an amount not to exceed \$150,000.00 for 2022-2023 fiscal year to cover the cost of travel-related expenses such as registration fees, airfare, baggage, hotel, mileage, per diem, ground travel, travel reimbursement charges, professional organizational dues, and other necessary items for all departments.

IT IS, THEREFORE, ORDERED and hereby ratified that a petty cash fund not to exceed \$150,000.00, which is a budgeted amount, be established for the Office of Finance to pay for travel-related expenses such as registration fees, airfare, baggage, hotel, mileage, per diem, ground travel, travel reimbursement charges, professional organizational dues, and other necessary items for all departments.

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

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

VETO MESSAGE OF THE MAYOR OF JACKSON

WHEREAS, I. Chokwe A. Lumumba, Mayor, dispute the authority of the City Council of Jackson to unilaterally authorize the hiring of attorneys Dennis Sweet, Nathaniel Armistad and Deshun Martin on September 26, 2023; and

WHEREAS, the Mayor exercises the executive authority within the City of Jackson, which includes the exclusive right to recommend legal services contracts to the City Council for approval; and


WHEREAS, prior to September 26, 2023, the Office of the City Attorney was not afforded the opportunity to review and research the Order prior to its adoption; and

WHEREAS, upon review and research the Office of the City Attorney not only determined the City Council lacks the authority to unilaterally propose approval of a legal services contract, but on October 15, 2019, the City Council, upon recommendation from the Office of the City Attorney, authorized a contingency contract with Davis & Williams, PLLC and Rawlings & MacInnis, P.A. for the same PFAS litigation claims; and

WHEREAS, on October 24, 2023, the City Attorney proposed an Order rescinding the September 26, 2023 Order, however, the City Council placed the item in Committee and took no action on the Order rescinding, thus this veto is necessary to protect the interests of the City of Jackson; and

NOW, THEREFORE, I, Chokwe A. Lumumba, Mayor of the City of Jackson, Mississippi, pursuant to the authority vested in me by Section 21-8-17 (2) 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 veto the action of the City Council of Jackson, Mississippi approving the Order hiring Attorney Dennis Sweet, Nathaniel Armistad, and Attorney Deshun Martin as co-counsels to Protect the Rights of Jackson, MS in Providing Safe and Clean Drinking Water to its Customers.

WITNESS MY HAND, on this 31st day of October, 2023 at 3 am/pm.



CHOKWE A. LUMUMBA, MAYOR
CITY OF JACKSON, MISSISSIPPI

**REGULAR MEETING OF THE CITY COUNCIL
TUESDAY, SEPTEMBER 26, 2023 10:00 A.M.**

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DISCUSSION: FUND BALANCE (LIBRARIES): President Banks recognized Council Member Stokes who expressed concerns regarding the number of libraries closed in the City of Jackson and expressed the need to meet with the County Supervisors to determine why the County Libraries are open and the City Libraries are closed when the library system is supposed to be a joint venture between the County and the City. He suggested using monies from fund balance to fund keeping libraries open in the City of Jackson. President Banks recognized Vice President Lee who inquired if the city had a plan for relocating the Eudora Welty Library. President Banks recognized Louis Wright, CAO, who stated there was a plan in place to relocate the Eudora Welty Library to Union Station.

DISCUSSION: UPDATE - KEYSHIA SANDERS: President Banks recognized Council Member Stokes who expressed concerns regarding the status of former employee Keyshia Sanders and exactly how much money was involved in the charges she faced. He asked that the Council be kept in the loop as to her sentencing and any information found from further investigations.

DISCUSSION: GARBAGE APPEAL AND RFP: President Banks recognized Council Member Foote who expressed concerns regarding the need for a new RFP for garbage collection to avoid a future garbage crisis given that the current emergency contract expires in 6 months and 4 days. He stated he strongly encourages the Administration to start an RFP for future garbage collections. President Banks stated he was optimistic that the city would get to a place of resolution regarding the future of garbage collections soon.

Note: Council Member Stokes left the meeting.

DISCUSSION: REVIEW AND CONTINUATION OF COVID-19 LOCAL EMERGENCY: President Banks and the City Council members discussed to continue the emergency.

MONTHLY FINANCIAL REPORTS AS REQUIRED ACCORDING TO SECTION 21-35-13 OF THE MISSISSIPPI CODE ANNOTATED OF 1972. President Banks stated that all City Council members had received the monthly financial report for review.

There came on for consideration Agenda Item No. 20.

ORDER REVISING THE FISCAL YEAR 2023 BUDGET OF THE CITY OF JACKSON DEPARTMENT OF INFORMATION TECHNOLOGY.

WHEREAS, the City of Jackson, Department of Information Technology requests a revision to its 2022-2023 fiscal budget to provide consistent and outstanding service to our employees and citizens; and

WHEREAS, the Department of Information Technology recommends that the governing authorities for the City of Jackson transfer funds in the amount of \$367,216.33 to provide services and maintenance needed throughout the city to support the City of Jackson; and

WHEREAS, Section 21-35-25 of the Mississippi Code Annotated, as amended, states that if it affirmatively appears at any time during the current fiscal year that there is in any fund or account any sum remaining unexpended and not needed or expected to be needed for the purpose or purposes for which appropriated in said budget, then the governing authorities may, in their discretion, transfer such sum or any part thereof to any other fund or funds or account or accounts where needed, by order to such effect entered upon their minutes. This shall not, however, authorize the expenditure of any funds for any purpose other than that for which the levy producing such funds was made; and

WHEREAS, the IT Department is seeking to transfer funds from the available fund balance. This balance is comprised of the unassigned portion of the budget that remains after all expenses have been accounted for. Typically, this amount is reserved for unexpected situations or emergencies that may arise during the operating year; and

FUNDS TRANSFER FROM:		FUNDS TRANSFER TO:	
General Fund/Fund Balance		Fund 4 Revenue Account	
001-5899	-\$367,216.33	004-5911	\$367,216.33
Fund 4 Revenue Account		Technology Fund	
004-5911	-367,216.33	004-904.00-6419	\$367,216.33

WHEREAS, this transfer of Three Hundred Sixty-Seven Thousand, Two Hundred Sixteen Dollars and Thirty Three cents (\$367,216.33) is in statutory compliance with Section 21-35-25 of the Mississippi Code Annotated, as amended, as there have been no other budget amendments or revisions to the Fiscal Year 2022-2023 Budget for the Department of Information Technology and this transfer does not exceed ten percent (10%) of the total budget amount appropriated to the Department of Information Technology in the Fiscal Year 2022-2023 Budget.

IT IS, THEREFORE, ORDERED that the Department of Information Technology Fiscal Year 2022-2023 budget be revised as set forth above. The mayor authorizes funds for Ringcentral, LiteCloud, AT&T Services, Kronos Maintenance, and OnSolve.

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

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

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

The following reports/announcements were provided during the meeting:

- **Chris Gray, Constituent Services**, announced the following:
 - National Night Out will be October 24, 2023. Call (601) 960-2049 or (601) 960-2324 to register for participation.
 - The Department of Human and Cultural Services Senior Services Division will sponsor a Senior Health Fair October 19 at the Jackson Convention Center.

President Banks recognized **Vice President Lee** who moved, seconded by **Council Member Lindsay** to go into Closed Session to regarding “Pending Litigation” and Agenda Item No. 46. The motion prevailed by the following vote:

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

President Banks announced to the public that the Council voted to go into Closed Session to discuss going into Executive Session regarding “Pending Litigation” and Agenda Item No. 46.

During Closed Session, **Council Member Lindsay** moved, seconded by **President Banks** to go into Executive Session regarding “Pending Litigation” and take up Agenda Item No. 46. The motion prevailed by the following vote:

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

Council Member Lindsay moved, seconded by **Council Member Hartley**, to come out of Executive Session. The motion prevailed by the following vote:

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

President Banks announced to the public that the Council voted to come out of Executive Session and action was taken.

During Executive Session, the Council took action on Agenda Item No. 46:

ORDER AUTHORIZING PAYMENT OF FULL AND FINAL SETTLEMENT ALL CLAIMS IN TINA WALLACE v. CITYOF JACKSON, ET AL., CIVIL - ACTION NUMBER 3:21-ev-326-1(HJ-MTP, UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF MISSISSIPPI, NORTHERN DIVISION.

WHEREAS, on May 12, 2021, a Complaint was filed naming the City of Jackson, Mississippi, Mayor Chokwe Lumumba, and [former] Jackson Police Chief James Davis as Defendants, in the United States District Court, Southern District of Mississippi, Northern Division, Civil Action Number 3:21-cv-326-KHJ-MTP; and

WHEREAS, the parties, through counsel, participated in settlement negotiations and reached a proposed agreement to settle the aforementioned lawsuit; and

WHEREAS, such settlement shall not constitute an admission of liability on the part of the City of Jackson, Mississippi; and

WHEREAS, the Office of the City attorney advises that Plaintiff and its counsel are willing to accept settlement in a reasonable amount to fully release all claims against the City of Jackson; and

WHEREAS, the City Council has determined that it is in the best interest of the City of Jackson to resolve all issues and claims against all parties and pay said settlement.

NOW, THEREFORE, IT IS HEREBY ORDERED by the City Council of the City of Jackson, Mississippi, that the City should and is hereby authorized to settle all claims in the lawsuit styled *Tina Wallace v. City of Jackson, et al.*, Civil Action Number 3:21-cv-326-

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KHJ-MTP; execute all documents necessary to settle and dismiss said claim; and pay the settlement amount, to the Plaintiff and its Counsel, as full and final settlement of this matter.

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

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

Nays – None.

Absent – Stokes.

There being no further business to come before the City Council, it was unanimously voted to adjourn until the Special Council Meeting at 10:00 a.m. on September 27, 2023. At 2:22 p.m., the Council stood adjourned.

PREPARED BY:

Shauekia Mosley-Jordan
CLERK OF COUNCIL

APPROVED:

[Signature], 10/10/2023
COUNCIL PRESIDENT DATE

[Signature]

MAYOR

ATTEST:

Angela Harris
CITY CLERK
