

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET (SLATER, HORHN)
DATE April 23, 2026

POINTS		COMMENTS																																								
1.	Brief Description/Purpose	ORDER AUTHORIZING PAYMENT FOR BACKUP AND RECOVERY WITH SUBSCRIPTION TO SUPPORT THE CITY OF JACKSON IN THE AMOUNT OF \$24,778.48 INVOICE #AA5PR4U AND \$24,778.48 INVOICE #AE76N4I PROVIDED BY CDW GOVERNMENT IN THE TOTAL AMOUNT OF \$ 49,556.96																																								
2.	Purpose	Continue to allow backup and recovery solution for the City of Jackson																																								
3.	Who will be affected	All Departments																																								
4.	Benefits	Backup recovery solution for our virtual and physical servers and recover files																																								
5.	Schedule (beginning date)	9/10/2024																																								
6.	Location: <ul style="list-style-type: none"> ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable 	City Wide																																								
7.	Action implemented by: <ul style="list-style-type: none"> ▪ City Department <input checked="" type="checkbox"/> ▪ Consultant <input type="checkbox"/> 	Department of Information Technology																																								
8.	COST	\$49,556.96																																								
9.	Source of Funding <ul style="list-style-type: none"> ▪ General Fund <input type="checkbox"/> ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input type="checkbox"/> 	Technology Fund Computer Software-004.904.00.6231																																								
10.	EBO participation	<table border="0" style="width: 100%;"> <tr> <td>ABE _____ %</td> <td>WAIVER</td> <td>yes ___</td> <td>no ___</td> </tr> <tr> <td>N/A <u> X </u></td> <td></td> <td></td> <td></td> </tr> <tr> <td>AABE _____ %</td> <td>WAIVER</td> <td>yes ___</td> <td>no ___</td> </tr> <tr> <td>N/A <u> X </u></td> <td></td> <td></td> <td></td> </tr> <tr> <td>WBE _____ %</td> <td>WAIVER</td> <td>yes ___</td> <td>no ___</td> </tr> <tr> <td>N/A <u> X </u></td> <td></td> <td></td> <td></td> </tr> <tr> <td>HBE _____ %</td> <td>WAIVER</td> <td>yes ___</td> <td>no ___</td> </tr> <tr> <td>N/A <u> X </u></td> <td></td> <td></td> <td></td> </tr> <tr> <td>NABE _____ %</td> <td>WAIVER</td> <td>yes ___</td> <td>no ___</td> </tr> <tr> <td>N/A <u> X </u></td> <td></td> <td></td> <td></td> </tr> </table>	ABE _____ %	WAIVER	yes ___	no ___	N/A <u> X </u>				AABE _____ %	WAIVER	yes ___	no ___	N/A <u> X </u>				WBE _____ %	WAIVER	yes ___	no ___	N/A <u> X </u>				HBE _____ %	WAIVER	yes ___	no ___	N/A <u> X </u>				NABE _____ %	WAIVER	yes ___	no ___	N/A <u> X </u>			
ABE _____ %	WAIVER	yes ___	no ___																																							
N/A <u> X </u>																																										
AABE _____ %	WAIVER	yes ___	no ___																																							
N/A <u> X </u>																																										
WBE _____ %	WAIVER	yes ___	no ___																																							
N/A <u> X </u>																																										
HBE _____ %	WAIVER	yes ___	no ___																																							
N/A <u> X </u>																																										
NABE _____ %	WAIVER	yes ___	no ___																																							
N/A <u> X </u>																																										

Revised 2-04



Department of Information Technology

Memorandum

To: Honorable Mayor John Horhn
From: Nathan Slater, Director of Information Technology
Subject: Order Authorizing Payment to CDW Government
Date: April 23, 2026

The attached agenda item authorizes the payment of invoice AA5PR4 in the amount of \$24,778.48 and invoice AE76N4I in the amount of \$24,778.48.

The procurement of CDW Government currently utilizes this backup and recovery solution for our virtual and physical servers, recover files and workstations for the City of Jackson. We have used this in the past to recover from ransomware attacks and recover files when needed.

DS/NS

004.904.00.6231

Office of the City Attorney

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

OFFICE OF THE CITY ATTORNEY

This **ORDER RATIFYING AND AUTHORIZING PAYMENT TO CDW GOVERNMENT IN THE AMOUNT OF \$49,556.96 FOR THE IT DEPARTMENT'S UNITRENDS SOLUTION** is legally sufficient for placement in NOVUS Agenda.

Sondra Moncure, *Special Assistant to the City Attorney*
Chelsea L. Chicosky, *Deputy City Attorney*

Sondra Moncure
Chelsea L. Chicosky



ORIGINAL COPY

Tax Identification
36-4230110

CDWG.com | 800.808.4239

INVOICE NO.	ACCOUNT NO.	INVOICE DATE
AA5PR4U	3587398	9-10-24

S
O
L
D
T
O

CITY OF JACKSON
200 S PRESIDENT ST
INFORMATION SYS
JACKSON, MS 39201-4307
6019601111

S
H
I
P
T
O
CITY OF JACKSON
353 S CONGRESS ST
INFORMATION SYSTEMS
JACKSON, MS 39201-4702
YOUR P.O. # 23001273

ACCOUNT MANAGER	DATE ORDERED	DATE SHIPPED	WEIGHT	SHIPPED VIA	TERMS
NICK TRAPANI	6-29-23	9-10-24		DROP SHIP-GROUND	Net 30 Days-Govt

ORDER	SHIPPED	ITEM NUMBER	DESCRIPTION	UNIT PRICE	EXTENSION
1	1	331986	UNITRENDS RECOV 9080S APPL BNDL CONTRACT: MARKET MFG#: RS-9080BPL-A	24778.48	24778.48
				Subtotal:	24778.48
				Freight:	.00
				Sales Tax:	.00

PLEASE REMIT TO:
CDW GOVERNMENT
75 REMITTANCE DR., SUITE 1515, CHICAGO IL 60675-1515

INVOICE TOTAL	US Currency 24778.48
----------------------	-------------------------

EXPLANATION OF OUR RETURN AND FREIGHT POLICIES ARE ON BACK OF THIS INVOICE. IF YOU HAVE ANY QUESTIONS ABOUT THE ORDER OR INVOICE, PLEASE WRITE OR CALL.

EVERYTHING WE DO REVOLVES AROUND MEETING YOUR NEEDS.

Our team of technology experts and dedicated account managers can tailor a piece of equipment, individual software or an entire network that delivers the most effective and sustainable results.



WE'VE GOT THE **PEOPLE**.
WE'VE GOT THE **PARTNERS**.
WE'VE GOT THE **PLAN**.

- ✓ That's what you expect from a trusted partner
- ✓ And that's what you get from CDW-G



ACCESSIBLE FROM ANYWHERE

Our mobile-friendly website and iPhone app makes CDWG.com accessible from anywhere.

GET IT AT **M.CDWG.COM**

WE'RE PEOPLE WHO GET IT. **CDWG.com | 800.808.4239**



YOUR BUSINESS IS APPRECIATED.

REMIT PAYMENT TO: _____

INVOICE

ACH INFORMATION:
 THE NORTHERN TRUST
 50 SOUTH LASALLE STREET
 CHICAGO, IL 60675

E-mail Remittance To: gachremittance@cdw.com
 ROUTING NO.: 071000152
 ACCOUNT NAME: CDW GOVERNMENT
 ACCOUNT NO.: 91057



CDW Government
 75 Remittance Drive, Suite 1515
 Chicago, IL 60675-1515

RETURN SERVICE REQUESTED



INVOICE NUMBER	INVOICE DATE	CUSTOMER NUI
AE76N4I	06/30/25	3587398
SUBTOTAL	SHIPPING	SALES TAX
\$24,778.48	\$0.00	\$0.00
DUE DATE		AMOUNT DUE
07/30/25		\$24,778.48

CITY OF JACKSON
 INFORMATION SYS
 200 S PRESIDENT ST
 JACKSON MS 39201-4307

CDW Government
 75 Remittance Drive
 Suite 1515
 Chicago, IL 60675-1515

PLEASE RETURN THIS PORTION WITH YOUR PAYMENT

INVOICE DATE	INVOICE NUMBER	PAYMENT TERMS			DUE DATE	
06/30/25	AE76N4I	Net 30 Days			07/30/25	
ORDER DATE	SHIP VIA	PURCHASE ORDER NUMBER			CUSTOMER NUMBER	
06/29/23	DROP SHIP-GROUND	23001273			3587398	
ITEM NUMBER	DESCRIPTION	QTY ORD	QTY SHIP	QTY B/O	UNIT PRICE	TOTAL
6331986	UNITRENDS RECOV 9080S APPL BNDL+SUP Manufacturer Part Number: RS-9080BPL-A	1	1	0	24,778.48	24,778.48

GO GREEN!
 CDW is happy to announce that paperless billing is now available! If you would like to start receiving your invoices as an emailed PDF, please email CDW at paperlessbilling@cdw.com. Please include your Customer number or an Invoice number in your email for faster processing.
REDUCE PROCESSING COSTS AND ELIMINATE THE HASSLE OF PAPER CHECKS!
 Begin transmitting your payments electronically via ACH using CDW's bank and remittance information located at the top of the attached payment coupon. Email credit@cdw.com with any questions.

ACCOUNT MANAGER	SHIPPING ADDRESS:	SUBTOTAL	
NICK TRAPANI 847-465-6000 nick.trapani@cdwg.com	CITY OF JACKSON INFORMATION SYSTEMS 353 S CONGRESS ST JACKSON MS 39201-4702	\$24,778.48	
SALES ORDER NUMBER		SHIPPING	\$0.00
NLHQ082		SALES TAX	\$0.00
		AMOUNT DUE	\$24,778



Cage Code Number 1KH72
 DUNS Number 02-615-7235
 Unique Entity ID (SAM): PHZDZ8SJ6CM1
 ISO 9001 and ISO 14001 Certified
 CDW GOVERNMENT FEIN 36-4230110

HAVE QUESTIONS ABOUT YOUR ACCOUNT?
 PLEASE EMAIL US AT credit@cdw.com
 VISIT US ON THE INTERNET AT www.cdwg.com

ORDER AUTHORIZING THE MAYOR TO SUBMIT TO THE UNITED STATES DEPARTMENT OF TRANSPORTATION FEDERAL TRANSIT ADMINISTRATION THE APPLICATION ACCEPTING CONGRESSIONALLY APPORTIONED FUNDS IN THE AMOUNT OF \$3,666,456 PURSUANT TO TITLE 49 SECTION 5307 OF THE U.S. CODE AND \$293,535 PURSUANT TO TITLE 49 SECTION 5339 OF THE U.S. CODE

OFFICE OF THE CITY ATTO
 APPROVED
 5/11/2024

WHEREAS, the U.S. Department of Transportation Federal Transit Administration provides grants annually in accordance with Title 49 Section 5307 of the U.S. Code and Title 49 Section 5339 of the U.S. Code based upon congressionally apportioned formulas; and

WHEREAS, the City of Jackson is eligible to receive funding from the Federal Transit Administration in the amount of \$3,666,456.00 pursuant to Title 49 Section 5307 which may be used for transit capital and operating assistance for public transportation; and

WHEREAS, the City of Jackson is also eligible to receive funding from the Federal Transit Administration in the amount of \$293,535 pursuant to Title 49 Section 5339 which may be used for buses and bus facilities in a public transportation program; and

WHEREAS, if authorized, the Department of Planning will utilize the Section 5339 funding to assist with the repair of the bus wash facility, installation of bus wash brushes, repair a broken vacuum system, replace a hot water heater, and make other repairs at the bus wash facility; and

WHEREAS, the match requirements necessary for receipt of the apportioned funding is set forth below:

FY2026 Apportionments

Section 5307

	Federal	Local	Total
50%/50%	\$ 2,235,150.00	\$ 2,235,150.00	\$ 4,470,300.00
80%/20%	\$ 1,431,306.00	\$ 357,828.00	\$ 1,789,134.00
Section 5307 Total	\$ 3,666,456.00	\$ 2,592,978.00	\$ 6,259,434.00

Section 5339

	Federal	Local	Total
80%/20%	\$ 293,535.00	\$ 73,384.00	\$ 366,919.00
Section 5339 Total	\$ 293,535.00	\$ 73,384.00	\$ 366,919.00

	Federal	Local	Total
Combined Section 5307 and 5339 Totals	\$ 3,959,991.00	\$ 2,666,362.00	\$ 6,626,353.00

Agenda Item No. 24
 May 5, 2026
 (Brown, Horhn)

WHEREAS, an application must be submitted to the Federal Transit Administration accepting the funds apportioned; and

WHEREAS, the Department of Planning and Development recommends that the governing authorities empower the mayor or his designee to submit the necessary application for acceptance of the apportioned funds in order to support the public transit system; and

WHEREAS, the Department of Planning and Development also recommends that the governing authorities provide the required match for the apportioned funds to support the public transit system; and

WHEREAS, the best interest of the City of Jackson would be served by accepting the apportioned funds and provided the required match because many residents depend upon the system to provide transportation to work and medical appointments.

IT IS THEREFORE, ORDERED that the mayor or his designee is authorized to submit the application required by the U.S. Department of Transportation Federal Transit Administration for acceptance of the funds apportioned in accordance with Title 49 Section 5307 and Title 49 Section 5339 of the U.S. Code.

IT IS FURTHER ORDERED that the mayor or if allowed by the U.S. Department of Transportation Federal Transit Administration, a designee shall be authorized to execute documents necessary for receipt of the funds.

IT IS FINALLY ORDERED that budgeted funds may be used to satisfy the match requirements set forth in this order.

BROWN, HORN

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET May 5, 2026

POINTS		COMMENTS
1.	Brief Description/Purpose	ORDER AUTHORIZING THE MAYOR TO APPLY TO THE UNITED STATES DEPARTMENT OF TRANSPORTATION, FEDERAL TRANSIT ADMINISTRATION FOR THE CONGRESSIONAL APPORTIONMENT UNDER SECTION 5307 OF TITLE 49 OF THE UNITED STATES CODE, URBANIZED AREA GRANT FOR TRANSIT CAPITAL, OPERATING ASSISTANCE, AND TRANSPORTATION-RELATED PLANNING, IN THE AMOUNT OF \$3,666,456 AND FOR THE CONGRESSIONAL APPORTIONMENT UNDER SECTION 5339 OF TITLE 49 OF THE UNITED STATE CODE, BUS AND BUS FACILITIES FORMULA PROGRAM, IN THE AMOUNT OF \$293,535
2.	Public Policy Initiative 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure & Transportation 7. Quality of Life	Infrastructure & Transportation
3.	Who will be affected	All residents and visitors of the City of Jackson.
4.	Benefits	All residents and visitors of the City of Jackson.
5.	Schedule (beginning date)	Upon execution
6.	Location:	Citywide
7.	Action implemented by: City Department	Department of Planning & Development Transportation Planning Division
8.	COST	Total funds federal and local: \$6,626,353.00
9.	Source of Funding General Fund X Grant X Bond Other	<u>Federal</u> 3,959,991.00 <u>General Fund</u> \$ 2,666,362.00
10.	EBO participation	ABE % WAIVER yes no N/A <u>X</u> AABF % WAIVER yes no N/A <u>X</u> WBE % WAIVER yes no N/A <u>X</u> HBE % WAIVER yes no N/A <u>X</u> NABE % WAIVER yes no N/A <u>X</u>

MEMORANDUM

TO: John A. Horhn, Mayor

THRU: Angela Brown, Director
Department of Planning & Development

FROM: Christine Welch, Deputy Director
Office of Transportation

DATE: April 21, 2026

RE: **FY2026 FTA Appropriations**

The agenda item which accompanies this memo requests that the governing authorities to receive annual allocation funding from the U.S. Department of Transportation Federal Transit Administration for FY2026

If you have any questions, please call Christine Welch, Deputy Director, Office of Transportation at (601) 960-1909 or e-mail cwelch@jacksonms.gov

Office of the City Attorney

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

OFFICE OF THE CITY ATTORNEY

This ORDER AUTHORIZING THE MAYOR TO SUBMIT TO THE UNITED STATES DEPARTMENT STATES OF TRANSPORTATION FEDERAL TRANSIT ADMINISTRATION THE APPLICATION ACCEPTING CONGRESSIONAL APPORTIONMENT FUNDS IN THE AMOUNT \$3,666,456 PURSUANT TO TITLE 49 SECTION 5307 OF THE U.S. CODE AND \$293,535 PURSUANT TO TITLE 49 SECTION 5339 OF THE U.S. CODE is legally sufficient for placement in NOVUS Agenda.

Sondra Moncure, *Special Assistant* S.M.

Carrie Johnson, *Senior Deputy Attorney* Carrie Johnson

OFFICE OF THE CITY ATTORNEY
WB 5/29/2026

ORDER AUTHORIZING THE MAYOR TO RELEASE COMMUNITY FOUNDATION OF MISSISSIPPI AS THE FISCAL AGENT FOR THE NATIONAL FOLK FESTIVAL AND EXECUTE A MEMORANDUM OF UNDERSTANDING WITH THE JACKSON REDEVELOPMENT AUTHORITY TO SERVE AS THE FISCAL AGENT TO THE NATIONAL FOLK FESTIVAL IN JACKSON, MISSISSIPPI, IN THE YEARS 2026 AND 2027.

WHEREAS, the Department of Planning and Development has partnered with the National Council for the Traditional Arts (NCTA) to bring the National Folk Festival, the oldest multicultural festival of traditional arts in the nation, which has been produced from its inception in 1934 by the NCTA, to Jackson, Mississippi; and

WHEREAS, the National Folk Festival is a free, large-scale, three-day outdoor event celebrating the roots, richness, and variety of American culture. It features over 350 of the nation's finest traditional musicians, dancers, craftspeople, and other keepers of culture in performances, workshops, and demonstrations, plus children's activities, savory regional and culturally diverse cuisines, participatory dancing, storytelling, parades, and more; and

WHEREAS, in May of 2024, the City Council entered an order authorizing the Mayor to enter into a Memorandum of Understanding with the Community Foundation for Mississippi to serve as the fiscal agent for the National Folk Festival in Jackson, Mississippi, in 2025 – 2027. The MOU was amended in October of 2024.

WHEREAS, CFM wishes to be released from the MOU, and be replaced as the fiscal officer by the Jackson Redevelopment Authority (JRA). All parties have agreed to release CFM from as fiscal agent for the years 2026 and 2027 and enter into a new MOU with JRA; and

WHEREAS, the Department of Planning and Development recommends entering into a Memorandum of Understanding (MOU) with the JRA to serve as the fiscal agent for the planning and execution of the National Folk Festival for years 2026 and 2027 to receive both public and private funds and to pay NCTA, Community-based Organizations, vendors, partners, stakeholders, and other related parties necessary for the success of the Festival. The MOU and its exhibits, schedules, and attachments are incorporated herein by reference as if fully included in the text of this Order and are made a part of these minutes; and

WHEREAS, the JRA and CFM have negotiated a separate agreement for CFM to manage receipt and disbursement of funds over five thousand dollars (\$5,000) and donations agreed upon during the 2025 festival year that span multiple years, which is reflected in the attached MOU's Schedule A.

IT IS, THEREFORE, ORDERED that the Mayor is authorized to enter into the attached Memorandum of Understanding with the Jackson Redevelopment Authority to serve as the fiscal agent for the National Folk Festival in Jackson, Mississippi, for the 2026 and 2027 festivals, and to execute any and all documents related to the JRA's acceptance as fiscal agent for the Festival.

Agenda Item No. 25
May 5, 2026
(Brown, Horhn)

IT IS FURTHER ORDERED that Community Foundation of Mississippi be released from the Amended Memorandum of Understanding insofar as the responsibilities related to the 2026 and 2027 festivals, and the MOU contemplated by this Order with JRA supercedes.

Office of the City Attorney

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

OFFICE OF THE CITY ATTORNEY

This ORDER AUTHORIZING THE MAYOR TO RELEASE COMMUNITY FOUNDATION OF MISSISSIPPI AS THE FISCAL AGENT FOR THE NATIONAL FOLK FESTIVAL AND EXECUTE A MEMORANDUM OF UNDERSTANDING WITH THE JACKSON REDEVELOPMENT AUTHORITY TO SERVE AS THE FISCAL AGENT TO THE NATIONAL FOLK FESTIVAL IN JACKSON, MISSISSIPPI, IN THE YEARS 2026 AND 2027 is legally sufficient for placement in NOVUS Agenda.

Sondra Moncure
Sondra Moncure, Special Assistant

Megan Bennett, Deputy City Attorney MB

4/29/20

Date

OFFICE OF THE CITY ATTORNEY
4/29/20

**MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF
JACKSON AND THE JACKSON REDEVELOPMENT AUTHORITY**

This Memorandum of Understanding (hereinafter referred to as the "MOU") made as of the _____ day of _____, 2026 between the City of Jackson ("City") and the Jackson Redevelopment Authority ("JRA").

WITNESSETH:

WHEREAS, the City has been selected to be the host city for the 83rd and 84th National Folk Festivals (2026 and 2027) in Jackson, Mississippi (the "Festival" or "Festivals"); and

WHEREAS, the City and the National Council for the Traditional Arts ("NCTA") have executed an Operating Agreement ("Festival Agreement") to produce the Festivals, working together with local community partners in Jackson, including but not limited to Jackson Redevelopment Authority, Visit Jackson, Visit Mississippi, Mississippi Humanities Council, Mississippi Arts Commission, Downtown Jackson Partners, Greater Jackson Chamber Partnership, and others; and

WHEREAS, JRA, by serving as the City's fiscal agent, and by providing oversight, monitoring of, and support for the work of the Local Festival Manager and staff housed in its offices, desires to support the implementation of the Festivals; and

WHEREAS, the City and the NCTA will remain responsible for implementing the Festivals in accordance with the Festival Agreement; and

WHEREAS, whenever any apparent conflict exists between this MOU and the Festival Agreement, this MOU should be interpreted so as not to conflict with the Festival Agreement.

NOW, THEREFORE, THE CITY AND JRA AGREE AS FOLLOWS:

Section 1: Award.

- 1.1 The City and JRA have agreed that the Community Foundation of Mississippi ("CFM") shall remain in place to receive all cash or cash equivalent contributions in excess of Five Thousand Dollars (\$5,000). JRA shall receive cash or cash equivalent contributions of Five Thousand Dollars (\$5,000) or less (hereinafter collectively referred to as the "Donations" or "Donated Funds").
- 1.2 The relationship between CFM and JRA is further articulated in Schedule A – Fiscal Partnership and Fund Administration. The relationship between CFM and the City is outlined in the Memorandum of Understanding executed between the City and CFM. Donated Funds shall be available during the period beginning upon execution of this MOU and continuing through

December 31, 2027, unless earlier terminated or extended in accordance with the terms of this MOU. Funds shall be paid in U.S. Dollars via ACH, cash, check, credit card, or another agreed-upon method.

1.3

Section 2: Purpose.

2.1 The Donated Funds shall be used by JRA to support the planning, production and presentation of the Festivals, as further described in Schedule A attached hereto, in a manner consistent with the Festival Agreement, this MOU, the schedules attached hereto, and the Festival budget as set forth on Schedule B attached hereto (the "Festival Budget" or the "Budget").

Section 3: Use of Funds.

3.1 Scope and Budget. The Donated Funds will be made only for the purposes stated in the Festival Agreement and this MOU and the Schedules attached hereto, and Funds shall be used for such purposes in accordance with the Festival Budget described in Section 3(b). Any Funds not expended, committed, or otherwise encumbered for the purposes of the Festivals or within the period stated above must be redeposited into the NFF-MS Fund at the Community Foundation of Mississippi (CFM) or remain in the JRA NFF account with appropriate documentation, except that where donor restrictions or fulfillment of Festivals contractual obligations require a specific use or destination of donor funds, those restrictions or obligations will be followed.

3.2 Budget. The Festival Budget has been developed to cover costs related to the Festivals. JRA and the City must adhere to the Festival Budget, as amended from time to time. JRA reserves the right to withhold funding if said expenditures are inconsistent with the Festival Agreement or this MOU and the Schedules attached. In addition, indirect costs paid to JRA will be negotiated when the final budget is approved by the Executive Committee each year; the negotiated amount will be a minimum of \$75,000 per year and a maximum of 10% of the final budget. For the purposes of this MOU, "indirect costs" means those costs which are regularly charged by JRA for technical assistance, including administrative support, accounting, compliance, donation receiving and reporting, auditing, promotion, and similar services.

3.3 JRA may choose to deposit the Donated Funds in an interest-bearing account or other short-term investment vehicle and will apply any interest earned to the Festivals. Any additional income related to Funds, including but not limited to dividends, interest or appreciation, and currency fluctuation, must be used for the Festivals. Interest earned must be reported in a Periodic Report as required. JRA will not cover any losses due to market conditions as a result of this provision in the MOU.

3.4 Key Persons. If the Mayor or any relevant staff members of his office (each a "Key Person") ceases to devote to the Festivals an amount of time previously-agreed upon by the City, NCTA or JRA shall notify the City of such cessation within 3 business days. The City will ensure that within ten business days of receiving notice the Key Person resumes devoting the previously-agreed-upon amount of time to the Festivals, or the City will provide a substitute Key Person possessing similar skills and capabilities to fill the role. The Key Person has been identified as Angela Brown, Director of Planning and Development.

- 3.5 Restrictions on Distribution of Funds. JRA acknowledges that it is familiar with the U.S. Executive Orders and laws that prohibit the provision of resources and support to organizations and individuals and/or organizations associated with terrorism and terrorist-related lists promulgated by the U.S. Government, the United Nations, and the European Union. JRA will take all precautions necessary to ensure that none of the Donated Funds will be used (i) in support of or to promote violence, terrorist activity, or related training, whether directly through its own activities and programs or indirectly through its support of, or cooperation with, other persons and organizations known to support terrorism or that are involved in money laundering activities or (ii) for purposes of or in connection with bribery or in contravention of the U.S. Foreign Corrupt Practices Act of 1977, as amended, or other applicable anti-bribery law. In addition, JRA confirms that no Donated Funds will be paid to, or on behalf of, U.S. Government officials except as permitted under Treasury Regulation 53.4941(d)-3(e).
- 3.6 Modification of Responsibilities. The City may request that JRA modify its responsibilities during the term of MOU, provided any such modifications are appropriate and reasonable in terms of timing, deadlines, and financial resources, and align with the Festival Agreement. If JRA and the City cannot reach an agreement about the terms of any such proposed modification, the City shall have the right to discontinue this MOU.
- 3.7 Grants and Sub-Awards. JRA shall not be permitted to use any portion of the Donated Funds to make grants or sub-awards to other organizations or individuals, except as such awards may be related directly to the purpose of the fund. It is understood that JRA may expend the Donated Funds in connection with the Festivals, including paying CBOs, vendors, partners, stakeholders, and other necessary parties ("Contractors") for the success of the Festivals. The City has not earmarked the use of the Donated Funds for any specific party besides NCTA. JRA may not make payments in currencies other than in U.S. Dollars, or to foreign (non-U.S.-based) contractors. The City and JRA will work with the Festival Executive Committee and the Local Festival Manager to ensure that all, vendors, sub-contractors, partners, stakeholders, and parties use the Donated Funds for the purposes of the Festivals.
- 3.8 JRA will establish a separate bank account for Festival funds, to ensure that Festival funds are kept separate from non-Festival funds in a manner consistent with the Festival Agreement.
- 3.9

Section 4: Reporting.

- 4.1 Monthly Reports. JRA shall provide monthly reports (each a "Monthly Report") in accordance with this Section 4, including the delivery schedule set forth below in Section 4(d). Each Report shall be signed by an appropriate officer of JRA and shall include:
- (A) A financial report reflecting expenditures according to the line-item categories of the Festival Budget as of the end of the applicable reporting period and reflecting the use of additional income related to the Donated Funds described in Section 3(b); and
 - (B) (i) a narrative account of what has been accomplished by the expenditure of Donated Funds (including an assurance that the activities under the Donation and the Festivals have been conducted in conformity with the terms of the Festival Agreement and this MOU.
- 4.2 Access to reports will be provided to the City, NCTA, and the Executive Committee. The City, the Local Festival Manager, and NCTA shall have access to and use the fund donor portal, which

makes current fund information available at all times.

- 4.3 Additional Items. JRA shall provide a copy of its Form 990, as filed, to the City within 10 days after it is filed with the Internal Revenue Service. JRA shall immediately provide notice to the City by electronic mail and confirm that the City has actually received such electronic mail if it becomes aware, at any time during the Award Term, of any of the following:
- (A) Any misappropriation of Award Funds or other assets of JRA or the City;
 - (B) The occurrence of an excess benefit transaction between JRA and any of its disqualified persons or an act of self-dealing by any of JRA's disqualified persons;
 - (C) A violation of JRA's conflicts of interest policy; or
 - (D) A formal investigation of an allegation of any of the foregoing.
- 4.4 Report Details and Schedule. Details for all reports shall be specified by NCTA based on a monthly schedule agreed upon by JRA, the City and NCTA. All reports should be submitted electronically.
- 4.5 JRA may be required to submit, or cause the City to submit, additional reports as requested by NCTA (format to be specified by the NCTA) on Festival progress.

Section 5: Record Maintenance and Inspection.

JRA shall make its books and records related to the Festivals available for inspection and monitoring at reasonable times by the City, NCTA and their assignees. JRA shall maintain records of expenditures, as well as copies of the reports submitted to the City and NCTA, for at least three years after completion of the use of the Donated Funds. The City and NCTA, and/or their assignees, may monitor and conduct evaluations of any recipient of donated funds. Such monitoring activities may include: (i) speaking with any recipient's staff members regarding the Festivals and (ii) conducting a review of financial and other records related to the Festivals.

5.1

Section 6: Prohibition on Lobbying and Other Compliance with Tax Laws.

6.1 Under the Code, Donation Funds may not be used by JRA, NCTA or the City to :

- (A) Carry on propaganda, or otherwise attempt to influence any specific legislation through (i) an attempt to affect the opinion of the general public or any segment thereof or (ii) communication with any member or employee of a legislative body, or with any other governmental official or employee who may participate in the formulation of the legislation (except technical advice or assistance provided to a governmental body or to a committee or other subdivision thereof in response to a written request by such body, committee or subdivision), other than through making available the results of non-partisan analysis, study or research;
- (B) Influence the outcome of any specific public election or to carry on, directly or indirectly, any voter registration drive;
- (C) Engage in activities that require any person actively involved in the Festivals to register as a lobbyist or be identified as a lobbyist in a registration or report filed with a public agency by any other person or entity; or
- (D) Support the election or defeat of a candidate for public office, finance electioneering communications, register prospective voters, or encourage the general public or any segment thereof to vote in a specific election.

Section 7: JRA Representation.

7.1 JRA represents that conduct by JRA of the activities described in Schedules A, B, and C hereto in the manner described therein shall not cause JRA to be in violation of any federal, state, local, or municipal law, rule, regulation, or ordinance. JRA further represents that it is not aware of any of the following ever having occurred: (i) any misappropriation of assets of JRA; (ii) the occurrence of an excess benefit transaction between JRA and any of its disqualified persons or an act of self-dealing by any of JRA's disqualified persons; (iii) a violation of JRA's conflicts of interest policy; or (iv) a formal investigation of an allegation of any of the foregoing.

7.2 The person signing this MOU on behalf of JRA represents and certifies that she or he has full, express power and authority to do so.

Section 8: Compliance.

If the City or NCTA is not satisfied with the work contemplated by this MOU, the content of any written report, or the management of JRA, and if agreed upon corrective action(s) do not cure that dissatisfaction, the dissatisfied party shall have the right, in its sole discretion, to suspend this MOU and/or close the fund, and advise on the disposition of any unused or undistributed Donated Funds, except that where donor restrictions or fulfillment of Festival contractual obligations require a specific use or destination of donor funds, those restrictions or obligations will be followed.

Section 9: Warranty/Indemnity.

JRA represents, warrants, and covenants that NCTA is the producer of the Festivals, in partnership with the City and in cooperation with the Festival partners. To the extent permitted by law, JRA will indemnify and hold NCTA, the City, their licensees, and their assigns harmless from any and all claims, liabilities, costs, and expenses, including reasonable attorneys' fees, arising as a result of a (i) breach or alleged breach of JRA's obligations, representations, warranties and covenants under or contained in this MOU, including, without limitation, those contained in Section 14 and Section 15; or (ii) JRA's gross negligence or willful misconduct. The City will obtain insurance for the public events as it relates to the Festivals, and JRA will obtain insurance for the fund.

Section 10: Primary Contacts.

For purposes of coordination and communication under this Agreement, the primary point of contact for the Jackson Redevelopment Authority (JRA) shall be Alexander Lawson, or his designee. The primary points of contact for Festival coordination shall be Angela Brown, Director of the Department of Planning and Development for the City of Jackson, and Blaine Waide, Executive Director of the National Council for the Traditional Arts (NCTA), or their respective designees.

Section 11: Requirement to Maintain Tax Status.

JRA shall notify the City in writing of any proposed changes in its operations or funding sources that could affect its tax status under U.S. law.

Section 12: City Engagement and Cooperation.

12.1 JRA, working with the City of Jackson and NCTA, shall provide administrative oversight with respect to the Local Festival Manager and related coordinators, including monitoring the progress and general quality of performance of such parties to ensure the fulfillment of the City's obligations as outlined in the Festival Agreement. (see Schedule C).

12.2 JRA shall be responsible for the review and approval of disbursements of Donated Funds for Festival-related expenditures, subject to the submission of sufficient documentation evidencing that such expenditures are directly related to the Festivals and consistent with the approved budget and applicable guidelines. Employees of the City of Jackson and JRA, whether acting in their official capacity or as private citizens or business owners, shall be ineligible to serve as subcontractors for the Festivals and shall not be eligible to receive compensation from Donated Funds.

12.3

Section 13: Festival Coordination.

JRA acknowledges that the success of the Festivals is dependent upon the sharing of information and cooperation generally among partners of the Festivals. Accordingly, JRA, the City, and NCTA shall submit updates, at the times and in the format mutually agreed upon format, about Festival status, contracts, and other requested topics to keep the other Festival partners apprised of Festival developments concerning the Festivals and to order to prevent duplication of efforts and achieve maximum Festival impact.

Section 14: Representations and Covenants.

14.1 JRA represents, warrants and covenants to the City that (i) it and/or its own sub-contractors have all necessary and appropriate licenses and rights to perform the activities described herein and shall maintain such licenses and rights during the Term of this MOU; (ii) it is in compliance with all applicable local, city, state, federal and international laws, rules and regulations governing JRA's operation; and (iii) it is in compliance with all applicable affirmative action laws and regulations. The City represents, warrants, and covenants that it will do likewise as to any licenses, rights, and legal compliances to which it has control.

14.2 NCTA, the City, and JRA will ensure that (i) they have established with the Local Festival manager adequate safety standards and protocols; (ii) their personnel shall follow such standards and protocols and be in compliance with the Occupational Safety and Health Administration Act ("OSHA"); (iii) the personnel and contractor selected as the Local Festival Manager shall have the necessary experience, qualifications, knowledge, competency and skill necessary to perform the activities required for the success of the Festivals; (iv) the contractors are approved and authorized to work in the United States under all rules and regulations of the Immigration and Naturalization Service of the United States, if applicable; and (v) it shall use reasonable efforts to prevent the creation or continuation of any condition which shall or may cause or be conducive to any labor complaints, troubles, disputes or controversies which interfere or are likely to interfere with the activities under this MOU.

Section 15: Confidentiality.

15.1 Each party, including JRA, the City, and NCTA recognizes that it will have access to

information of a proprietary or confidential nature owned by the other party. The parties acknowledge that the information they share with each other is proprietary, private and confidential. As such, each party agrees to keep such information in strictest confidence and protect it from disclosure; provided that the parties may disclose such information as required by law.

15.2 Each party hereby waives any and all right, title and interest in and to such proprietary information of the other and agrees to return all physical copies, and destroy all electronic copies, of such proprietary information, except as otherwise agreed, at their expense, upon the expiration or termination of their MOU.

15.3

Section 16: Entire MOU and Amendment.

This MOU constitutes the entire understanding between JRA and the City with respect to the subject matter hereof. This MOU may not be amended except by written instrument executed by authorized representatives of both JRA and the City. Whenever any apparent conflict exists between this MOU and the Festival Agreement, this MOU should be interpreted so as not to conflict with the Festival Agreement. To the extent that a conflict remains, the provisions of the Festival Agreement control.

Section 17: Notice.

17.1 All legal notices and other legal communications given or made pursuant hereto shall be in writing and shall be delivered personally or sent by registered or certified mail (postage prepaid, return receipt requested), or overnight courier and addressed to the party's proper address as set forth below. Any such notice shall be deemed to be given as of the date it is delivered to the recipient. All notices shall be addressed as follows:

If to JRA:

Alexander Lawson
Jackson Redevelopment Authority
300 West Capitol Street, Suite 200
Jackson, MS 39203
alawson@jrams.org

If to the City:

Angela Brown, Director of Planning & Development
200 S. President Street, 2nd floor, Suite 223
Jackson, MS 39201
economicdevelopment@jacksonms.gov

With copy mailed to:

Drew Martin, City Attorney
P.O. Box 2779
Jackson, MS 39207-2779

17.2 Notice. JRA understands that the City of Jackson and the National Council for the Traditional Arts have entered into a Festival Agreement, and the City of Jackson is bound by the terms of the Festival Agreement. Should there be any conflict between the provisions of the City's MOU with JRA and the Festival Agreement, then the Festival Agreement shall govern.

Section 18: Miscellaneous.

- 18.1 This MOU may be executed in counterparts, each of which shall be deemed an original but all of which, when taken together, shall constitute one and the same instrument. This MOU shall be binding upon, inure to the benefit of, and may be enforced by each of the parties to this MOU and its successors and permitted assigns.
- 18.2 Each provision of this MOU shall be considered separable, and if, for any reason, any provision or provisions hereof are determined to be invalid, illegal or unenforceable, such invalidity, illegality, or unenforceability shall attach only to such provision and shall not in any manner affect or render illegal, invalid or unenforceable any other provision of this MOU, and this MOU shall be carried out as if any such illegal, invalid or unenforceable provision were not contained herein.
- 18.3 This MOU shall not be assigned without the City's prior written consent.
- 18.4 This MOU, including any schedules, amendments, modifications, waivers, or notifications relating thereto, may be executed and delivered by facsimile, electronic mail, or other electronic means. Any such facsimile, electronic mail transmission, or communication via such electronic means shall constitute the final MOU of the parties and conclusive proof of such MOU and shall be deemed to be in writing and to have the same effect as if signed manually. Any consent required to be given in writing hereunder may be given by electronic mail.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have executed this MOU as of the Effective Date.

CITY OF JACKSON, MISSISSIPPI

By: _____

Name: Drew Martin

Title: City Attorney

Date: _____

JACKSON REDEVELOPMENT AUTHORITY

By: _____

Name: Alexander Lawson

Title: Executive Director/CEO

Date: _____

INTERESTED PARTY SIGNATURE:

NATIONAL COUNCIL FOR THE TRADITIONAL ARTS

By: _____

Name: Blaine Waide

Title: Executive Director

Date: _____

SCHEDULE A
FISCAL PARTNERSHIP AND FUND ADMINISTRATION

Pursuant to the Memorandum of Understanding between the City of Jackson (“COJ”) and the Community Foundation for Mississippi (“CFM”), CFM shall serve as the 501(c)(3) designated to receive certain donations for the National Folk Festival. In this capacity, CFM shall receive and administer all cash or cash equivalent contributions in the amount of Five Thousand Dollars (\$5,000) or greater (collectively, “Donations” or “Donated Funds”) associated with the Festival.

Donations in amounts less than Five Thousand Dollars (\$5,000) shall be facilitated by the Jackson Redevelopment Authority (“JRA”), which will coordinate the receipt, processing, and stewardship of such funds through a qualified third-party administrator, such as Do Good or a similarly structured entity, ensuring appropriate tracking, reporting, and donor acknowledgment.

In accordance with the terms of the MOU, CFM shall provide regular, agreed-upon disbursements of Donated Funds to JRA for the express purpose of supporting the day-to-day management, administration, and operational expenses related to Festival planning and execution. JRA shall serve in a financial coordination role, ensuring that such funds are utilized in accordance with approved budgets, established financial controls, and applicable policies and procedures.

These Donated Funds shall support the preparation and implementation of the 83rd and 84th National Folk Festivals (2026–2027). These funds are to be deployed as part of a broader, coordinated funding strategy that includes contributions from public and private sector partners to ensure the overall financial sustainability of the Festivals.

18.5 SCHEDULE B BUDGET

The attached budget summary reflects the budget as reviewed and approved by the NCTA, the City, and the Executive Committee for the National Folk Festival.

Notwithstanding the foregoing, the official working budget for the 2026 Festival shall be maintained and administered by the Local Festival Manager with support and supervision from JRA staff in coordination with the Budget Committee. The working budget may be updated from time to time to reflect operational needs, funding availability, and approved adjustments, provided that any material changes remain subject to appropriate review and approval by the by the NCTA, the City, and the Executive Committee.

National Folk Festival Sample Budget				
Operating Budget Summary				
	Year 1 - Projected	Year 1 - Actual	Year 2 - Projected	Year 2 - Actual
Revenue:				
Public/Government Support	380,000.00	\$ 550,000.00	\$ 585,000.00	\$ -
Private Support	1,100,000.00	984,772.24	1,265,000.00	-
Earned Revenue	222,000.00	90,722.26	165,000.00	-
Donated Goods and Services (to be determined/ see in kind tab)				-
Total Gross Revenue	\$ 1,702,000.00	\$ 1,625,494.50	\$ 1,015,000.00	\$ -
Costs of Goods Sold:				
Total COGS	90,000.00	48,523.45	50,000.00	-
Total Net Revenue	\$ 1,612,000.00	\$ 1,576,971.05	\$ 1,965,000.00	\$ -
Expenses:				
Administration	422,500.00	366,425.88	433,000.00	-
Personnel	437,000.00	435,287.70	520,000.00	-
Production - Equipment Rental	343,100.00	393,264.69	392,000.00	-
Production - Supplies and Materials (non-cap)	60,000.00	64,719.84	60,000.00	-
Production - Contract Services	94,000.00	25,330.58	82,500.00	-
Advertising and Marketing	118,000.00	113,994.59	118,000.00	-
Fundraising	25,000.00	22,690.11	90,000.00	-
Other	90,000.00	66,126.57	67,000.00	-
Total Expenses	\$ 1,589,600.00	\$ 1,529,809.96	\$ 1,742,500.00	\$ -
2025 deficit			551,238.91	-
CFM Administrative Fee	550,000.00	550,000.00	510,000.00	510,000.00
JRA Administrative Fee			575,000.00	-
Melissa Nederman	50.00	\$48,400.00	-	-
Net Surplus (Deficit)	(\$27,000.00)	(\$51,238.91)	\$86,261.09	(\$18,000.00)

18.6 SCHEDULE C

FESTIVAL STAFFING STRUCTURE

Certain staff supporting the planning and execution of the Festivals — including the Local Festival Manager, coordinators, staff accountant, fundraiser, and others — shall be contractors engaged by the Jackson Redevelopment Authority (JRA), unless otherwise agreed to in writing by all parties. (It is understood that the staff accountant will have the requisite experience in nonprofit accounting.)

Staffing levels, position descriptions, scopes of work, and compensation ranges shall be developed collaboratively and approved by the National Council for the Traditional Arts (NCTA), JRA, and the City of Jackson to uphold the high programming and production standards for which the National Folk Festival is known.

JRA shall serve as the contracting entity responsible for:

- Procurement and contracting of designated Festival staff in consultation with the NCTA
- Payroll and contractor compensation
- Human resources compliance and documentation
- Insurance and liability coverage, as applicable. Event insurance to be provided by the City.
- Timekeeping and performance tracking, as appropriate
- Local onboarding and orientation, in conjunction with the Local Festival Manager, as appropriate.
- Submission of various grant requests to support the Festival effort, as appropriate, as developed by the Local Festival Manager in consultation with the NCTA, JRA and the City, and subsequent oversight and reporting of successful applications.

Workspace and Operational Coordination

Festival staff may be co-located within JRA facilities, Festival headquarters, or other designated operational sites as needed. Workspace assignments shall be coordinated jointly by NCTA, JRA, and the City of Jackson based on operational efficiency, venue proximity, and production logistics.

Working in conjunction with the Local Festival Manager, JRA shall provide facility access and operational coordination support, including:

- Property scheduling and logistics
- Security and maintenance liaison

- Equipment storage and staging

Programmatic Direction and Partnership Alignment

While some staff are contracted through JRA, the NCTA hires all production, operations and technical crew. Overall Festival planning, production and presentation is led by the NCTA following a successful model developed over many decades: programmatic direction — including artistic programming, production standards, branding, and model integrity — shall remain under the guidance of NCTA in accordance with the National Festival Agreement. The NCTA has established Festival guidelines, timelines and schedules for the execution and/or implementation of every festival task and/or activity area, as well as job description models for coordinators and team leaders; templates for marketing and promotion; vendor solicitation and evaluation; folklife program and children's area development; and more that serve as resources for local festival partners, staff and contractors.

Operational direction related to local implementation; logistics; municipal coordination; community partnerships; and communications/engagement with downtown businesses, local/regional cultural communities, and civic and religious groups shall be performed by the Local Festival Manager and coordinators under the guidance of JRA, in collaboration with the NCTA and the City of Jackson.

All parties shall operate within a shared governance framework prioritizing:

- Seamless Festival execution
- Clear roles and responsibilities
- Transparent communication and reporting
- Delivering an event of the highest caliber for the citizens of Jackson, Mississippi, the region, and the nation.

ORDER AUTHORIZING THE MAYOR TO EXECUTE AN OPERATING AGREEMENT WITH THE NATIONAL COUNCIL FOR THE TRADITIONAL ARTS ("NCTA") TO PRODUCE THE NATIONAL FOLK FESTIVAL ("FESTIVAL") IN JACKSON, MISSISSIPPI IN THE YEARS 2025, 2026, AND 2027.

WHEREAS, the Office of Economic Development within the Department of Planning and Development seeks to partner with the National Council for the Traditional Arts ("NCTA") to bring the National Folk Festival ("Festival"), the oldest multicultural festival of traditional arts in the nation, which has been produced from its inception in 1934 by the NCTA, to Jackson, Mississippi; and

WHEREAS, through said partnership, there will be a free 3-day festival that is expected to draw audiences of more than 100,000 to the downtown streets of the host city for multicultural artistry, which has proven to transform its host city economically, socially, and culturally; and

WHEREAS, the National Folk Festival is a free, large-scale, three-day outdoor event celebrating American culture's roots, richness, and variety. It features over 350 of the nation's finest traditional musicians, dancers, craftspeople, and other keepers of culture in performances, workshops, and demonstrations, plus children's activities, savory regional and culturally diverse cuisines, participatory dancing, storytelling, parades, and more; and

WHEREAS, the Office of Economic Development believes that this partnership will improve the quality of life in the community, generate tens of millions in future growth and prosperity, energize and diversify social life and entertainment opportunities downtown, and inspire citizens to consider careers in the field of Arts; and

WHEREAS, on August 1, 2023, the Jackson Council authorized the Office of Economic Development to submit a proposal and related documents to NCTA to apply for Jackson, Mississippi, to be the host city for the 2024 National Folk Festival to encourage career interests and economic growth in the community; and

WHEREAS, on November 29, 2023, the National Council for the Traditional Arts notified the Office of Economic Development that Jackson, Mississippi has been selected as a leading candidate to be selected as the host city for the 2025, 2026, and 2027 National Folk Festival; and

WHEREAS, the Office of Economic Development recommends entering into an Operating Agreement with the National Council for the Traditional Arts to (1) identify, select, and obtain the professional services, including fee negotiation of artists for the festival program; (2) coordinate travel, accommodation, and meal arrangements for artists and staff; (3) create a festival performance program and schedule with no repeats within the three years of the Festival's tenure; (4) identify, select and obtain sound, lighting, backline, tent and staging contractors; (5) coordinate music production and performers at all music stages, including identifying, selecting and obtaining audio engineers and other technical personnel; (6) create and supervise the Production and Operations Schedule for the festival; (7) handle financial record keeping and payment of the festival performing artists and personnel; and (8) apply to the National Endowment for the Arts (NEA) for general support grant funding to pay for a portion of festival costs and manage any funds received; and

WHEREAS, the Festival will be held with anticipated local partners, including the Community Foundation for Mississippi, Visit Jackson, Visit Mississippi, Mississippi Humanities Council, Mississippi Arts Commission, Downtown Jackson Partners, Greater Jackson Chamber Partnership, and others; and

WHEREAS, the Operating Agreement will require the City to pay NCTA a total contracted amount of Five Hundred Eighty-Five Thousand Dollars and Zero Cents (\$585,000.00), which is equal to One Hundred Ninety-Five Thousand Dollars and Zero Cents (\$195,000.00) for professional services for the National Folk Festival for each of the three festivals to occur in 2025, 2026, and 2027, paid as follows:

For the 2025 Festival:

\$30,000.00 due upon contract execution;
\$55,000.00 due in or around October of 2024;
\$55,000.00 due in or around January of 2025;
\$55,000.00 due one month before the 2025 festival event date;

For the 2026 Festival:

Four payments of \$48,750.00 due in or around July of the prior festival year, November of previous festival year, March of festival year, and May of festival year;

For the 2027 Festival:

Four payments of \$48,750.00 due in or around July of the prior festival year, November of previous festival year, March of festival year, and May of festival year;

WHEREAS, the City also agrees to pay NCTA for travel costs (transportation, hotel accommodations and per diem) for (1) pre-festival site design, technical, and production visits; and (2) NCTA's production team during the week of the festival, all consistent with a Festival Budget to be developed by the City and NCTA; and

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute an Operating Agreement with the National Council for the Traditional Arts for professional services provided for the planning and execution of the National Folk Festival in Jackson, Mississippi in 2025 – 2027, at a total cost of \$585,000.00 plus budgeted expenses.

IT IS FURTHER ORDERED that the National Council for the Traditional Arts will be compensated in an amount not to exceed the amounts set forth in this Order for the period of time beginning with the execution of the agreement and terminating in 2027, upon submission of invoices to the City of Jackson for payment

Vice President Lee moved adoption; Council Member Hartley seconded.

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

Nays – None.

Absent – None.

STATEMENT OF VOTES

The foregoing is a true and exact copy of an Order stating the action taken by the City Council at its Regular Council Meeting on May 7, 2024. However, upon the completion of the minutes, signed by the Mayor and attested by the City Clerk, a certified attested copy can be provided upon request.

Operating Agreement

Between the National Council for the Traditional Arts
and
the City of Jackson, Mississippi, collectively referred to hereinafter as the "parties"

In cooperation with its anticipated local partners including the Community Foundation for Mississippi, Visit Jackson, Visit Mississippi, Mississippi Humanities Council, Mississippi Arts Commission, Downtown Jackson Partners, Greater Jackson Chamber Partnership and others

For the Purposes of Planning and Executing the
National Folk Festival in Jackson, MS, 2025-2027

This Agreement is made this 9th day of May 2024 (the "Effective Date"), by and between the National Council for the Traditional Arts, a private not-for-profit corporation exempt from federal taxation pursuant to Section 501(c)(3) of the Internal Revenue Code with a place of business at 8757 Georgia Avenue, Suite 450, Silver Spring, Maryland (hereinafter "the NCTA"), and the City of Jackson, Mississippi, with a place of business at 219 South President St, Jackson, MS 39201, (hereinafter "the City") (the "Agreement").

1. **Scope of Agreement:** the NCTA and the City hereby engage one another to produce the National Folk Festival in Jackson, Mississippi, in the years 2025, 2026, and 2027 (hereinafter, the "National Folk Festival" or the "Festival"). The NCTA and the City will work together in cooperation with local community partners in Jackson, including but not limited to Community Foundation for Mississippi, Visit Jackson, Visit Mississippi, Mississippi Humanities Council, Mississippi Arts Commission, Downtown Jackson Partners, Greater Jackson Chamber Partnership and others to make the Festival possible.
2. **Responsibilities and Services:** The NCTA and the City agree to provide services as outlined in Attachment A, a copy of which is attached and incorporated by reference as part of this Agreement.
3. **Term:** This Agreement shall commence on the Effective Date and be in effect through December 31, 2027, unless the parties consent in writing to an extension or this Agreement is terminated in accordance with Section 4 (the "Term").
4. **Termination:** Either NCTA or the City may terminate this Agreement for cause in the event of a material breach of this Agreement by the other party, provided at least sixty (60) days prior notice in writing is provided to the other party (including via electronic means), and provided that the other party has not cured such breach within such 60-day period. All outstanding

contractual obligations and commitments made prior to the termination notice must be honored by the respective parties. Termination of this Agreement shall not affect reimbursements (subject to the terms and conditions set forth in Attachment A) due NCTA for outstanding executed contracts in connection with the National Folk Festivals in Jackson, Mississippi. All such contracts and reimbursements shall be consistent with the Festival Budget described in Section 4(B) of Attachment A and subject to appropriation as described in Section 5 of this Agreement. In the event this Agreement is terminated by the NCTA for cause under this Section 4 of the Agreement, its sole remedy would be to require the City to pay as liquidated damages an amount equal to fifty percent (50%) of the unpaid balance of the total annual contract amount, so that each remaining installment payment is reduced by fifty percent (50%), but any such payments must be appropriated as described in Section 5 hereof. Any funds not yet appropriated shall not be due and payable. NCTA shall use its best efforts to identify and secure an appropriate Jackson, Mississippi based partner to replace the City and any liquidated damages owed to NCTA shall be reduced by amounts paid by such replacement partner. Notwithstanding the foregoing, NCTA and the City acknowledge and agree that due to the unique subject matter of this Agreement, the obligations of the parties set forth herein and the required preparation, time and planning necessary to host the Festival, as evidenced by the terms and conditions contained herein, NCTA may enter into a contract in its sole discretion with a replacement partner and nothing contained herein shall require NCTA to enter into such a contract. In the event the City gives notice to NCTA of a material breach, the City shall have the right to suspend payment of the fees otherwise due under Section 9 of Attachment A until the breach is cured. If the material breach is cured, the suspended payments shall be made within fifteen (15) business days of the cure; if the material breach is not cured within the 60-day cure period, and the City exercises its right to terminate this Agreement, no further fees shall accrue under this Agreement, and the City may pursue its claim for actual damages.

5. Termination of Multi-year Contract: If the City fails to appropriate funds and/or if funds are not otherwise made available for continued performance for any fiscal period of this Agreement succeeding the first fiscal period, this Agreement shall be cancelled automatically as of the beginning of the City's fiscal year for which funds were not appropriated and/or otherwise made available; provided, however, that this will not affect either the City's rights or NCTA's rights under any termination clause in this Agreement. The effect of termination of the Agreement hereunder will be to discharge both NCTA and the City from future performance of the Agreement. Termination pursuant to this provision will not discharge rights and obligations which have already been incurred at the time of termination, so that the City would be responsible for reimbursing NCTA for the reasonable value of any non-recurring costs which it had already incurred but are not amortized in the price of the Agreement, including but not limited to payments due to artists, production staff, and vendors pursuant to contracts which were executed prior to termination; nonrefundable payments already made to contractors pursuant to invoiced work on the Festival; and other nonrefundable expenses paid or incurred by NCTA for the Festival which NCTA is unable to recover after making good faith, commercially reasonable efforts. The City shall notify NCTA as soon as it has knowledge that funds may not be available for the continuation of this Agreement for each succeeding fiscal period beyond the first.

6. Reports: The City shall provide such periodic reports regarding the progress of the work hereunder as reasonably required by the NCTA. NCTA shall provide such periodic reports regarding the progress of the work hereunder as reasonably required by the City. A list of reporting deadlines is included in Attachment A.
7. Assignment: No party to this Agreement shall assign, delegate, subcontract or otherwise transfer its rights or obligations hereunder without the prior written consent of the other party, or except as otherwise expressly provided in this Agreement or the Attachment A.
8. Disclaimer of Relationships: Neither this Agreement nor any action by any cooperating entity shall be deemed or construed by any party to create any relationship of third-party beneficiary or of principal and agent, or of limited or general partnership or of joint venture, or of any other association or relationship except as hereinafter provided.
9. Equal Employment Opportunity: During the performance of this Agreement, the City agrees as follows:
 - A. The City will not discriminate against any employee or applicant for employment relating to this Agreement because of race, color, religion, sex, national origin, ancestry, age or physical handicap, unless related to a bona fide occupational qualification. The City will take affirmative action to insure that applicants are employed and employees are treated during employment without regard to their race, color, religion, sex, age, ancestry, national origin or physical handicap. Such action shall include, but not be limited to, the following: employment upgrading, demotions or transfers, recruitment or recruitment advertising; layoffs or terminations; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The City agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - B. The City will, in all solicitations or advertising for employees placed by or on behalf of the City relating to this Agreement, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, creed, sex, national origin, ancestry, age or physical handicap.
10. Contingency: On or before October 1 of the year prior to the festival year, the City will provide assurance (satisfactory to NCTA) that the City and/or its partners are able to guarantee payment of all sums that would be due to NCTA for the forthcoming festival. If NCTA is not satisfied of the City's and/or its partners' ability to guarantee payment of all sums due to NCTA under this Operating Agreement on or before October 1 as described above. NCTA may terminate this Agreement by notice to the City, and, thereafter, neither party will have any further obligation or liability to the other.
11. General Provisions:
 - A. Waiver of Breach. The waiver by any party of any breach of a provision of this

Agreement shall not operate or be construed as a waiver of any subsequent breach by the parties.

- B. **Notice.** All notices, requests, demands, payments or other communication hereunder shall be deemed to have been duly given if in writing (including via electronic means) to the appropriate physical or electronic address indicated above or to such other address as may be given in a notice sent all parties hereto.
- C. **Entire Agreement.** This Agreement supersedes any and all other understandings and agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof and constitutes the sole and only agreement between the parties with respect to said subject matter. Each party to this Agreement acknowledges that no representations, inducements, promises or agreements, oral or otherwise, have been made by any party or by anyone acting on behalf of any party, which are not embodied herein, and that no agreement, statement or promise not contained in this Agreement shall be valid or binding or of any force or effect. No change or modification of this Agreement shall be valid or binding upon the parties hereto unless such change or modification is in writing and is signed by the parties hereto.
- D. **Severability.** If any one or more of the provisions contained in this Agreement shall be held by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect for any reason, that invalidity, illegality or unenforceability shall not affect any other provisions hereof, and this Agreement shall be construed as if that invalid, illegal or unenforceable provision had never been contained herein.
- E. **Parties Bound.** To the extent permitted by Mississippi law, the terms, promises, covenants and agreements contained in this Agreement shall apply to, be binding upon, and inure to the benefit of the parties hereto and their respective successors and assigns. NCTA understands that a current municipal governing body generally may not bind a later administration without the consent of the later administration. However, it is the parties' intent to enter into a mutually binding three-year contract, subject only to the rights of termination expressly stated in this Agreement or as otherwise permitted by law. This Agreement does not intend to confer any rights or remedies upon any person other than the parties.
- F. **Captions.** Captions to the Sections of this Agreement are inserted solely for the convenience of the parties, are not a part of this Agreement, and in no way define, limit, extend or describe the scope thereof or the intent of any of the provisions.
- G. **Applicable Law and Venue.** This Agreement shall be governed by and construed in accordance with the internal laws of the State of Mississippi without regard to principles of conflict of laws. The parties agree that, in the event of any disputes arising under this contract, the state or federal courts sitting in the County of Hinds, Mississippi, shall have exclusive jurisdiction, and all objections relating to venue or personal jurisdiction are hereby waived by each party.

- H. **Force Majeure.** Neither party shall be liable in damages or have the right to terminate this Agreement for cause for any delay or default in performing hereunder if such delay or default is caused by conditions beyond its control including but not limited to acts of God, government restrictions (including the denial or cancellation of any necessary license), wars, insurrections and/or any other cause beyond the reasonable control of the party whose performance is affected (including mechanical, electronic or communications failure). For the avoidance of doubt, it is understood that the cancellation or postponement of the Festival due to, arising from, or related to pandemics or other public health emergencies will constitute an occurrence within the meaning of this Paragraph.

- I. **Representations.** Each party hereto represents and warrants that it has full power, right, authority and budget authorizations to execute this Agreement and to perform its obligations hereunder, and the execution of this Agreement has been duly and validly approved through all requisite actions on its part.

- J. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Signatures transmitted electronically or via facsimile shall be deemed originals for purposes of this Agreement.

IN WITNESS WHEREOF, the parties hereunder duly authorized have executed and delivered this Agreement as of the date first above written.

PARTIES

WITNESS:

National Council for the Traditional Arts



Name


Name
Executive Director
Title

WITNESS:

City of Jackson


Name


Name
Mayor
Title



Attachment A

SCOPE OF WORK

82nd, 83rd, and 84th National Folk Festivals – Jackson, Mississippi 2025-2027

1. NCTA, in consultation with the City and other Jackson festival partners, will:
 - A. Work with the City and other partners to provide guidance on the establishment of administrative and financial systems to support the National Folk Festival. This includes providing a Festival Budget model based on past trends of the National Folk Festival (see Section 4(B)).
 - B. Select and obtain the services of traditional musicians, dancers, and other tradition-bearers to perform at the festival. Consistent with the long-standing programming philosophy of the festival, a new lineup of performers will be presented each year. Thematic programs and educational workshops will be included in the programming mix.
 - C. Coordinate travel, accommodations, and meal arrangements for all out-of-town festival artists and staff.
 - D. Select and obtain the services of all festival stage presenters and workshop moderators.
2. The NCTA will:
 - A. Conduct year-round research to identify artists appropriate for inclusion in the festival program.
 - B. Create a festival performance program that is artistically excellent, with no repeats within the three years of the National's tenure, with input from the Festival Programming Advisory Committee, which includes, among others, representatives of the City, other local partners, and representatives from the community.
 - 1) It is understood that the NCTA is the curator of the National Folk Festival program, and as such, has the final word on artists to be included in said program, and that no other party, sponsor or stakeholder may direct the inclusion or presentation of artists/groups not explicitly approved in writing by the NCTA. No artist/group, including sponsor-affiliated or sponsor-promoted artists/groups, who does not meet the festival's artistic criteria and standards, as determined by the NCTA at its sole discretion, shall be permitted to perform on National Folk Festival stages or within the festival footprint, unless the NCTA explicitly approves in writing the artist/group, and the location, time and length of such performance(s).

- C. Negotiate fees with selected performing artists. Prepare and execute contracts with all music performers for the festival. NCTA contracts made under this provision will be made within the Festival Budget guidelines established by the Festival Executive Committee.
- D. Work closely with the curators/coordinators of festival's Regional Folklife Area to develop a new thematic program for each year of the festival, and to ensure an integrated overall festival program that is consistent with the festival's commitment to excellence and traditionality.
- E. Work with Family Area organizers to create an interactive festival program for children and assist with Family Area performance programming.
- F. Work with Marketplace Committee to create a vibrant and juried Festival Marketplace for each year of the festival that is consistent with the festival's commitment to excellence and traditionality.
- G. Work with Food Vendor Committee to develop standards and guidelines for food vendors consistent with festival goals for varied, regionally, and culturally vibrant cuisine options for each year of the festival.
- H. Develop written materials about festival performers for both marketing purposes and the festival program guide, and obtain the necessary biographical, photographic, audio and audio-visual materials regarding festival performers. Guide the City and other festival partners in the development of both general and specific marketing strategies related to the festival's history, philosophy, and content.
- I. Create the festival performance schedule.
- J. Establish a schedule to provide information about performers for marketing purposes. Said schedule will be agreed upon by the City and other festival partners and provided by addendum to this agreement by or before a workable date to be mutually determined. Schedule will outline dates for the delivery of the following information or materials:
 - 1) Early confirmation of several major performing artists.
 - 2) Confirmation of complete performer line-up.
 - 3) Artists' photos.
 - 4) All artists' biographies.
 - 5) Performing artists' music sampler and A/V materials.
 - 6) Complete festival schedule.
- K. Provide the services of NCTA senior staff members to produce the festival, working in cooperation with the local Festival Manager and designated local coordinators(s).

- L. Share plans and design recommendations and guide development for festival infrastructure including visitor services, volunteers, merchandise, public safety, site operations, on-site fundraising, cash management, and transportation. This includes a public health safety plan if deemed necessary for each festival year; necessity to be mutually determined.
- M. Select sound, lighting, backline, tent, and staging contractors with the input of the Festival Executive Committee (see Section 3 below), with consideration given to competitive local/regional providers as deemed appropriate and in the best interests of the festival.
- N. Design and develop a festival site plan in consultation with City Leadership and Festival Executive Committee, with preliminary design and development to be completed by a workable date to be mutually determined.
- O. Coordinate music production and performers at all music stages, including the selection and hiring of highly qualified audio engineers and other technical personnel, and the supervision of all out-of-town and local technical personnel.
- P. Contact all performers to determine the technical production needs, create master list and order all backline (equipment and instrument rentals). Create schedule of delivery, setup, and servicing of festival stages.
- Q. Create an overall event travel schedule and hotel rooming lists for all participants and staff; develop individual schedules and itineraries, calculate festival meal counts; and manage the hotel festival desk.
- R. Create and supervise the Production and Operations Schedule for the set-up and strike of the festival.
- S. Handle financial record keeping and payment of festival performing artists and out-of-town personnel.
- T. Apply to the National Endowment for the Arts (hereinafter "NEA") for general support grant funding to pay for a portion of festival costs, and manage any such funds received. Consistent with this application, NCTA will comply with any applicable granting agency regulations that require that the City or any duly authorized representative, including state and/or federal auditors, will, until the expiration of three (3) years after final payment hereunder, have access to and the right to examine and copy any directly pertinent books, papers and records of NCTA involving transactions relating to this contract. The parties understand and agree that the City and/or any eligible local community stakeholders may also apply for NEA or National Endowment for the Humanities (hereinafter NEH) funding for complementary National Folk Festival activities or programs, such as the festival's Folklife Area, as allowed under current NEA or NEH guidelines.

3. The City, in consultation with the NCTA, will:

Appoint a Festival Executive Committee of no more than fifteen (15) people, comprised of representatives from the NCTA, the City, and other primary partners, to guide the festival effort. Each organization/entity represented on the Festival Executive Committee shall have one vote. It will be the responsibility of the Festival Executive Committee and the local Festival Manager, together with the City, to communicate regularly with the NCTA in order to fully coordinate all activities.

4. The City will, either directly or through local festival partners:

- A. Hire a local Festival Manager and Festival Coordinator and arrange for other local staffing of the festival as necessary. Other key festival roles could include an administrative assistant, marketing professional, and bookkeeper.
- B. Develop, with the NCTA, an initial working Festival Budget for the 2025 festival by no later than July 1, 2024. The 2025 festival budget will be amended by a multi-year capital investment budget that is developed in consultation with the NCTA by August 1, to enable advanced fundraising initiatives and financing requirements. For festival years 2026-2027, a festival budget will be approved by the Festival Executive Committee no later than 10 months preceding the next festival date. Failure to reach agreement with NCTA on a final Festival Budget (customized for Jackson) on or before January 1 of the year of the festival shall render the Agreement terminated and relieve all parties of any further obligation under this Agreement, unless and until all parties agree to extend the January 1 deadline and to continue this Operating Agreement. Both parties agree that the Festival Budget may be adjusted from time to time by mutual consent of the parties.
- C. In consultation with NCTA, contract for accommodations and meals for festival artists and out-of-town staff.
- D. Develop, in cooperation with the NCTA, a detailed timeline for all festival activities by a workable date to be mutually determined by the NCTA and the City.
- E. Mobilize local commitments and volunteers as necessary for production of the festival. To that end, create Fundraising, Marketing, Programming, and Volunteer Committees, among others.
- F. Direct fundraising and grant writing, except as provided for in Section 2(T) above, to provide the funding required for the festival.
- G. Periodically review festival fundraising with the NCTA.
- H. Periodically review the Festival Budget with the NCTA in order to determine and make any necessary adjustments.

- I. Work with an experienced folklorist/cultural specialist, to be identified with the assistance of the NCTA, who will (1) guide the creation of a thematic program for the festival's Regional Folklife Area and the selection of participants for this area, and (2) advise on the development of criteria for selecting food vendors and craft vendors for the Festival Marketplace, to be consistent with the purposes and themes of the festival and the traditional nature of the event. Arrange for administrative support for the development of the Regional Folklife Area.
- J. Identify a local organization(s) with the appropriate expertise with which to partner in the organization of the festival's Family Area activities.
- K. Develop and implement a marketing and promotion plan created in conjunction with the NCTA, including publicity and promotional materials and activities. Establish local relationships to facilitate printing and distribution of Festival Program Guide (newspaper) and live broadcast (radio).
- L. Develop, with input from the NCTA, and subsequently implement a volunteer plan, including recruiting, training and supervising volunteers for pre-festival committee work and for volunteer positions necessary for carrying out the festival over three years and beyond. The NCTA will provide an overview, including delineation of volunteer responsibilities and guidance on training procedures.
- M. Maintain a volunteer database.
- N. Designate, or contract as needed, local coordinators for the following areas: Family Area, Marketplace, Food Vendors, Beverage Sales, Volunteers, and Transportation.
- O. In consultation with NCTA, arrange for all local and on-site transportation for festival artists and out-of-town staff, and develop plan for public transportation to the festival site, including parking and shuttles.
- P. Secure the participation and cooperation of all necessary City services, including but not limited to police, fire/EMS, public works, traffic and parking control services, electrical service hookups, first aid, sanitary facilities, trash removal, use of city-owned stages, tables and chairs and other related services.
- Q. Develop a documented public safety plan for the festival, in consultation with the NCTA, local police, fire, EMS, and other relevant authorities.
- R. Provide a full report following the festival that includes a critique of the planning and implementation of the festival, marketing statistics, responses to a public survey, an economic impact report, budget actuals, and recommendations for improvements for future festivals. This is accomplished through written reports, and through feedback during a post-festival debrief with all leadership of the festival.

5. The City will:

- A. Serve as the NCTA's local producing partner.
- B. Contract for local staffing and vendors in consultation with the NCTA.
- C. The City or its designated fiscal agent will provide fiscal management for the festival and provide all payments and accounting services for the festival, in accordance with any applicable grant regulations and basic fiscal policies, including writing checks for all monies within the festival's budget expended for festival costs, with the exception that NCTA shall write the checks for payments of amounts due performers, staff and any others contracted directly by NCTA. The NCTA shall be reimbursed by the City, for such expenditures, according to a schedule determined by the festival's production timeline, which shall include pre-festival reimbursement of major NCTA out-of-pocket festival expenses. The City will also provide NCTA with the advance funds required over the festival weekend. Neither the City nor any Jackson festival partner has any rights or obligations with respect to the funds or management of the funds received by NCTA from NEA as per item 2(T) above. All amounts paid under this Section 5(C) shall be consistent with the Festival Budget described in Section 4(B) of Attachment A.
- D. The City or its designated fiscal agent will establish a separate bank account for the Festival and provide monthly reports appropriately in order to ensure Festival finances are separate and apart from non-Festival finances.
- E. Obtain site access and arrange event insurance coverage for site owners, the City, the NCTA, and others customarily covered by such insurance. In addition, the City shall make best efforts to seek and arrange for any mutually agreed upon site improvements to public property (as and when such improvements are included in the festival budget).
- F. Enter into contracts necessary for the production of the festival, as required herein.

6. Marketing and Promotion Considerations:

- A. The name "National Folk Festival" is the trademarked property of the NCTA, and NCTA has the exclusive right to determine the manner in which it shall be used. The City agrees not to use the NCTA Marks (as defined below) in any advertising, publicity releases or marketing communication without the NCTA's prior written approval in each instance. Subject to the terms and conditions of this Agreement, solely during the Term of this Agreement, the NCTA hereby grants the City a limited, revocable, royalty-free, non-sublicensable (except to the City's contractors and service providers acting in such capacity and performing services for the City related to the Festival), non-transferable (except as set forth in Section 7) license, to use, copy and display the NCTA's name, logos, trademarks (including any marks used in connection with the "National Folk Festival") and seals (the

“NCTA Marks”) (i) for use in connection with the City’s fulfillment of its obligations under this Agreement and (ii) in connection with the development of any Festival materials (as defined below). All such use must be in accordance with any guidelines the NCTA may provide from time to time to the City during the Term of this Agreement. The City will not take any action with respect to the NCTA Marks that does or could adversely affect such NCTA Marks, the goodwill associated with such NCTA Marks, or the reputation or image of the NCTA and its affiliates. All goodwill in the NCTA Marks will inure for the sole benefit of the NCTA. The NCTA marks are the exclusive property of the NCTA.

- B. Whenever and wherever mention is made of “the producers” of the National Folk Festival in public relations, publicity, promotion, and marketing materials, the NCTA and the City of Jackson, Mississippi, will be credited as co-producers. Other stakeholders, supporters, and cooperating entities will be credited as appropriate.
- C. The NCTA Marks shall be prominently displayed in all Festival Materials (as defined below) including, but not limited to, festival websites, print advertising, display advertising, posters, T-shirts, brochures, program guide and pocket guide, etc.
- D. The City agrees to honor the terms of any NCTA/National Folk Festival national sponsorship agreements with regard to sponsor recognition and benefits of which the City has been provided copies or adequate descriptions. Such sponsorships shall be structured in such a way as to provide mutual benefit to the NCTA and the City.
- E. Any email, attendee list and/or mailing lists developed, created, used or compiled by the City and its local festival partners in conjunction with the National Folk Festivals in Jackson, including without limitation any lists developed on or by use of social media (e.g., Facebook, Instagram, etc.) shall be shared with the NCTA on an annual basis or as requested from time to time by the NCTA, and any email and/or mailing lists available to NCTA with respect to its prior National Folk Festivals shall likewise be shared with Jackson. Any and all lists made available by either party may be used by the other solely for the purpose of marketing and promoting National Folk Festivals, whether in Jackson or other cities, or any successor folk festivals in Jackson. For the avoidance of doubt, the NCTA’s right to receive any and all related e-mail, attendee list and/or mailing lists under this Section 6(E) shall survive termination of this Agreement.
- F. NCTA will work with the City in the creation of a National Folk Festival website and/or social media pages (e.g., Facebook, Instagram, etc.) for the 82nd, 83rd and 84th National Folk Festivals to be held in Jackson, MS. For the avoidance of doubt, such websites and social media pages shall constitute Festival Materials, as defined below.

7. Marketing Plan and Timeline:

- A. The marketing plan/timeline shall be developed with the active participation of the NCTA, and shall be subject to final approval of the NCTA. It is imperative that the primacy of the

marketing plan/timeline be recognized and agreed upon and documented in a timely and complete manner in accordance with the schedules and duties set forth below.

- 1) For the 82nd National Folk Festival (2025), the marketing plan/timeline shall be completed and agreed upon no later than one year ahead of event date.
 - 2) With respect to Section 2(J) of Attachment A, the dates for delivery contemplated therein shall be included in the marketing plan/timeline.
- B. The marketing plan/timeline shall accurately reflect and be guided by the long-established identity, mission and philosophy of the National Folk Festival, as articulated by the NCTA. Central to this identity is that the National Folk Festival does not characterize any artists as the "stars" of the event; all are peers, and valued equally. Each artist represents a unique cultural community, and there are many important stories to be shared with the public. The National Folk Festival is the "star," and by inference, American culture writ large.
- C. For purposes of this Agreement, "NCTA Pre-Existing Materials" means, collectively, any and all (i) intellectual property and/or technology, and tangible embodiments thereof, including without limitation ideas, developments, designs, graphics or images, text audio or visual works and other works of authorship provided or made available to the City by the NCTA and (ii) intellectual property rights in or to the foregoing or that claim or cover the foregoing. Subject to the terms and conditions of this Agreement, the NCTA hereby grants to the City a limited, nonexclusive, non-sublicensable, non-assignable, non-transferable right and license, to copy, create derivative works of, modify and otherwise use the NCTA Pre-Existing Materials, solely in furtherance of the Festival and as otherwise expressly set forth herein. The City hereby assigns and transfers to the NCTA all right, title and interest in and to any such derivative works and/or modifications of NCTA Pre-Existing Materials and all associated intellectual property rights, including all Festival Materials (as defined below). The foregoing limited right and license will extend to no other materials or for any other purpose and will terminate automatically upon expiration or termination of this Agreement for any reason.
- D. The NCTA shall have the right to review and approve the design and content of all marketing, promotional and sponsorship materials developed by or for the City in connection with the Festival ("Festival Materials"), including, but not limited to, festival website, display advertising, posters, festival logo, t-shirt design, festival brochures, etc., which shall include or incorporate the NCTA Pre-Existing Materials or the NCTA Mark. The NCTA shall be regularly consulted during the conception, development and design of the Festival Materials. For the avoidance of doubt, all such Festival Materials shall constitute derivative works and/or modifications of the NCTA Pre-Existing Materials and shall be owned by the NCTA. The City agrees to execute any documents of assignment or registration requested by the NCTA relating to any and all Festival Materials. The City agrees to cooperate fully with the NCTA, both during and after the Term of this Agreement, with respect to the procurement, maintenance and enforcement of intellectual property

rights in or related to the Festival Materials, including but not limited changing registration or ownership details on Festival related websites or social media pages.

- E. All Festival Materials shall be submitted in a timely manner so as to permit review and approval by the NCTA and to allow time for any necessary corrections. The NCTA Marks shall be prominently displayed in all such Festival Materials.
- 1) The minimum turnaround time provided for the NCTA to make corrections or revisions shall be four (4) working days, with the following exception: The initial proof of the National Folk Festival Program Guide shall be presented to the NCTA no less than 10 working days before it is due to the printer. The NCTA reserves the right to determine the appropriate length of each program participant biography needed to convey the background, cultural tradition and significance of the artist, taking into the consideration the length and layout of the guide, with the expectation that such biographies will typically be 350 – 500 words in length.

8. Communication

- A. It is understood that the prerogatives of the NCTA cannot and will not be neglected or circumvented through failure to communicate relevant information or to provide such information in such time and manner so as to permit the full participation of the NCTA and the exercise of its rights. Advance consultation in a timely and forthright manner is critical to the efficacious and agreeable resolution of all issues that may be of interest or concern to NCTA. Breaches of these terms and conditions are of utmost materiality, and every effort must be made to avoid or promptly cure them.
- B. Regular reporting of essential and time-sensitive material between the partners will ensure long-term success of the festival. Key areas for quarterly reporting are:
- 1) Financial, including budget approval (per Section 4(B) above) and financial statement review to illustrate financial performance and cash position, with monthly calls as needed to review trends and concerns
 - 2) Fundraising, including summary of written and verbal commitments
 - 3) Marketing plan and schedule
 - 4) Site Design and Capital needs
 - 5) Festival Staffing and Volunteers

9. Financial Considerations:

- A. The City will pay the NCTA a total contracted amount of \$585,000 over the agreement period (\$195,000 per festival) for the work described in this agreement. The NCTA will be paid on the following schedule for the 2025 festival:
- 1) Nonrefundable payment of \$30,000 upon contract execution (before June 30, 2024)

- 2) Payment of \$55,000 due November 30, 2024
- 3) Payment of \$55,000 due April 30, 2025
- 4) Payment of \$55,500 due September 30, 2025

B. For 2026 and 2027 Festivals, the City will pay NCTA the annual \$195,000 fee on the following schedule:

- 1) \$48,750 (25%) due January 15 of the festival year
- 2) Second payment (25%) due April 15 of the festival year
- 3) Third payment (25%) due July 15 of the festival year
- 4) Fourth payment (25%) due September 30 of the festival year

C. In addition to the fee above, the City will pay travel costs (transportation, hotel accommodations, and per diem) as included in the Festival Budget for:

- 1) Pre-festival site design, technical, and production visits (small group visits of NCTA staff or third party consultants that vary in number, up to a total of 15 reimbursable visits per festival planning cycle); and
- 2) NCTA's production team during "festival week," i.e. pre-festival site setup and other related activities. (Note: these costs are accounted for, but not broken out, in the RFP Sample Budget.)

All amounts paid under this Section 9(A), (B) and (C) shall be consistent with the Festival Budget described in Section 4(B) of Attachment A and subject to appropriation as described in Section 5 of the Agreement.

D. NCTA will invoice the City for reimbursement of costs associated with festival contracts (including travel and per diem) with performers, consultants, technical/operations staff, and other contractors (including travel and per diem) and service agreements in accordance with the provisions of this agreement on the following dates—sixty (60) days prior to the start of the festival, thirty (30) days prior to the start of the festival, and a final invoice no later than December 15 of the festival year. The NCTA shall provide complete documentation of said expenses, including copies of relevant contracts, invoices, and other financial information within sixty (60) days, which the City shall maintain in its records. All amounts paid under this Section 9(D) shall be consistent with the Festival Budget described in Section 4(B) of Attachment A and subject to appropriation as described in Section 5 of the Agreement.

E. NCTA and the City both agree to use best efforts to use and rely on in-kind agreements and arrangements for transportation, lodging, meals and other related expenses before incurring any obligations for cash expenditures.

10. Status of Parties:

NCTA will at all times during the term of this operating agreement be deemed an independent contractor and not an agent or partner of the City; similarly, the City will be deemed independent contractors and will not be deemed agents or partners of NCTA. When entering into contracts with performers and such other contracts, as NCTA deems necessary for this project, the contracts will be in the name of NCTA only and will not be in the name of the City, unless prior written authorization is obtained.

11. Hold Harmless and Indemnification

- A. To the extent permitted by Mississippi law, the City agrees to defend, indemnify, and hold harmless NCTA and its employees, officials, officers, representatives and agents from and against all claims, administrative hearings, lawsuits, costs, expenses, court costs, attorney fees, liabilities or damages of whatsoever nature arising out of or in connection with, or relating in any manner to any act or omission by the City, or by the City's employees, officials, officers, representatives and agents, in connection with any such party's performance or non-performance of this Agreement which represents a breach of such party's obligations under this Agreement.
- B. NCTA agrees to defend, indemnify and hold harmless the City and the City's employees, officials, officers, representatives and agents from and against all claims, administrative hearings, lawsuits, costs, expenses, court costs, attorney fees, liabilities or damages of whatsoever nature arising out of or in connection with, or relating in any manner to any act or omission by NCTA, or by NCTA's employees, officials, officers, representatives and agents, in connection with NCTA's performance or non- performance of this agreement which represents a breach of NCTA's obligations under this agreement.
- C. All parties to this agreement agree to name each other as additional insureds on their existing insurance policies if permitted by the parties' insurance carriers. Any additional cost for indemnification, naming each other as additional insureds or for insuring the parties to the Operating Agreement or festival partners shall be included in the Festival Budget.


IN WITNESS WHEREOF, the parties hereunder duly authorized have executed and delivered this Amendment as of the date first above written.

PARTIES

WITNESS:

National Council for the Traditional Arts





Name

Name

Executive Director

Title

WITNESS:

City of Jackson

Angela Hines

Cliff Apple DMS

Name

Name

Mayor

Title

ORDER AUTHORIZING THE MAYOR TO SUBMIT AN APPLICATION TO THE BLOOMBERG CENTER FOR PUBLIC INNOVATION AT JOHNS HOPKINS UNIVERSITY FOR A LOVE YOUR BLOCK PROGRAM GRANT

OFFICE OF THE CITY ATTORNEY
[Signature]

WHEREAS, the City of Jackson, Mississippi, through its Department of Planning and Development, seeks to strengthen neighborhoods through resident-driven revitalization, community engagement, and strategic investment; and

WHEREAS, the Bloomberg Center for Public Innovation at Johns Hopkins University is accepting applications until June 1, 2026 for the 2026-2028 Love Your Block Program; and

WHEREAS, cities selected to participate in the 2026-2028 Love Your Block Program will receive \$70,000 in funding for program implementation and volunteer led mini-grant projects in neighborhoods; and

WHEREAS, the mini-grants are intended to support volunteer led neighborhood improvement projects and used primarily for supplies and other implementation costs on a competitive basis; and

WHEREAS, cities selected to participate in the 2026-2028 Love Your Block Program will also receive \$200,000 to support the compensation of up to two Love Your Block fellows from the community who will work under the direction of designated city co-leads on the development and implementation of a robust community engagement strategy and focus on project management activities; and

WHEREAS, the eligibility criteria for the program is: (1) population exceeding 50,000; (2) mayoral tenure through at least October 2028; (3) mayoral pledge to partner with local communities for neighborhood improvement; (4) continuous support and engagement from the mayor and city leaders; (5) designation of two city staff members as program co-leads who build and enable implementation of the program, which includes management of up to two Love Your Block Fellows for two-year fellowships; and

WHEREAS, the provision of monetary contributions is optional and not required for participation in the program; and

WHEREAS, the best interest of the City of Jackson would be served by authorizing the mayor to submit the application for the Love Your Block Program to be implemented for the period 2026-2028.

IT IS HEREBY ORDERED that the mayor shall be authorized to submit the application to the Bloomberg Center for Public Innovation at Johns Hopkins University for the Love Your Block Program for 2026-2028 provided the application does not contain a commitment to provide a cash match.

Agenda Item No. 26
May 5, 2026
(Brown, Horhn)

IT IS HEREBY ORDERED that if the City of Jackson is chosen to participate, the mayor shall also be authorized to execute documents required for participation in the program and receipt of the funds awarded.

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

(Brown, Horhn)
DATE April 9, 2026

POINTS		COMMENTS					
1.	Brief Description/Purpose	Order authorizes submission of application for the Bloomberg Center for Public Innovation at Johns Hopkins University Love Your Block 2026–2028 Program					
2.	Purpose	Secure grant funding, technical assistance, and program support to implement resident-led neighborhood revitalization projects, strengthen community engagement, and support small-scale improvements across the City					
3.	Who will be affected	City of Jackson, neighborhood associations, residents, community-based organizations, and small businesses					
4.	Benefits	Supports neighborhood revitalization through small-scale, resident-led improvement projects across the City. The program increases community engagement, provides mini-grants to local groups, and strengthens collaboration between residents and City government. It also advances equitable economic development by directing resources and support to neighborhood-level initiatives.					
5.	Schedule (beginning date)	Upon Council approval					
6.	Location: ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable	Citywide					
7.	Action implemented by: ▪ City Department <input checked="" type="checkbox"/> ▪ Consultant <input type="checkbox"/>	Department of Planning					
8.	COST	No direct cost required to submit application. If awarded, program funding is provided by the grant. City contribution may include staff time and in-kind support depending on program requirements.					
9.	Source of Funding ▪ General Fund <input type="checkbox"/> ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input type="checkbox"/>	In-kind match (staff time, program support)					
10.	EBO participation	ABE _____%	WAIVER	yes _____	no _____	N/A	<u>X</u>
		AABE _____%	WAIVER	yes _____	no _____	N/A	<u>X</u>
		WBE _____%	WAIVER	yes _____	no _____	N/A	<u>X</u>
		HBE _____%	WAIVER	yes _____	no _____	N/A	<u>X</u>
		NABE _____%	WAIVER	yes _____	no _____	N/A	<u>X</u>

Office of the City Attorney

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

OFFICE OF THE CITY ATTORNEY

This ORDER AUTHORIZING THE MAYOR TO SUBMIT AN APPLICATION TO THE BLOOMBERG CENTER FOR PUBLIC INNOVATION AT JOHNS HOSPKINS UNIVERSITY FOR LOVE YOUR BLOCK PROGRAM GRANT is legally sufficient for placement in NOVUS Agenda.

Sondra D. Moncure

Sondra Moncure, Special Assistant

Carrie Johnson, Senior Deputy Attorney

Carrie Johnson

4/27/20

Date

**Department of Planning
& Development**



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

MEMORANDUM

To: John A. Horhn, Mayor
From: Angela Brown, Director
Date: April 9, 2026
Subject: Love Your Block 2026–2028 Application

This memorandum requests that the Council authorize the Mayor to submit an application on behalf of the City of Jackson for participation in the Bloomberg Center for Public Innovation at Johns Hopkins University Love Your Block 2026–2028 program.

If awarded, the City will receive funding, technical assistance, and implementation support to advance neighborhood revitalization efforts through resident-led projects. The program will enable the City to provide mini-grants to neighborhood groups, support volunteer-driven improvement projects, and strengthen partnerships between residents and local government.

Participation in this program aligns with the City's goals to increase community engagement, support neighborhood stabilization, and expand equitable economic development strategies at the neighborhood level.

Approval to Apply for Grant Form

Request by: Yika Hoover
Department/Program: Planning and Development
Date of Request: April 9, 2026

Grant Information

Grantor/Funding Agency: Bloomberg Center for Public Innovation at Johns Hopkins University (supported by Bloomberg Philanthropies)
Grant Title/Opportunity: Love Your Block 2026-2028 Program
Application Due Date: June 1, 2026
Maximum Award Amount: \$100,000-\$150,000 (program-based funding with technical assistance)
Match Requirement (if any): \$ or %

Project Information

Project Title: Love Your Block Jackson
Brief Project Description (2-3 sentences): The City of Jackson will implement a neighborhood revitalization initiative that provide mini-grants to resident groups for small-scale improvement projects such as beautification, public space activation, and blight reduction. The program will strengthen community engagement, increase volunteerism, and build partnerships between residents and local government.
Total Project Cost: \$ estimated \$100,000-\$150,000
\$

Organizational Impact

Fits within strategic priorities/mission Yes
Staffing capacity available to manage project & reporting Yes
Current budget has appropriated (match, indirect, ongoing costs) In-kind staff support
Requires new hires or significant resource commitments No

Approvals

Prepared by (Grant Writer/Applicant): Name: Yika Hoover Signature: [Signature] Date: 4/9/26
Department/Program Director: Name: Angela Brown Signature: [Signature] Date: 4/9/2026
Finance/Accounting Review: Name: Tulio Caldwell Signature: [Signature] Date: 4/2/26
Mayor Approval (if required) Name: _____ Signature: _____ Date: _____
Board Approval (if required): Name/Title: _____ Signature: _____ Date: _____

GRANT APPLICATION CHECKLIST

Grant Information

Name of Grant: _Love Your Block 2026–2028

Program _____

Funding Organization: _Bloomberg Center for Public Innovation at Johns Hopkins University (supported by Bloomberg Philanthropies) _____

Grant Cycle (e.g., Annual, Rolling): Competitive, multi-year cohort (2026–2028) _____

Submission Due Date (include time zone): _June 1, 2026 (11:59 PM Eastern Time) _____

Application Portal/Method (URL, email, or mailing address): _Online application portal (Bloomberg Center for Public Innovation website) _____

Match Requirement (% and source): _No formal cash match; in-kind staff time and program support expected _____

Award Amount Range: ___Estimated \$100,000–\$150,000 plus technical assistance _____

Eligibility & Scope

Eligibility Criteria (e.g., nonprofits, individuals, location):

- U.S. cities with population over 50,000
- Local governments applying as lead entity
- Commitment to resident engagement and program implementation

Project Scope (type of projects supported):

- Resident-led neighborhood improvement projects
- Mini-grant programs for community groups
- Beautification, blight reduction, and public space activation
- Volunteer-driven initiatives

Past Awardees (if applicable): ___N/A _____

Application Requirements

Required Documents (e.g., budget, narrative, letters):

- Completed application form
- Program narrative and implementation plan
- Community engagement strategy

- Budget and mini-grant framework
- Letters of support (recommended)

Attachments Format (PDF, Word, Excel, etc.): Online form with uploads in PDF and Word formats

Evaluation Criteria (how proposals are scored):

- Strength of community engagement approach
- Feasibility of implementation plan
- Capacity to manage mini-grant program
- Alignment with neighborhood revitalization goals
- Leadership commitment

Reporting Requirements (frequency and format):

- Regular progress reports (quarterly or as required)
- Participation in technical assistance sessions
- Documentation of outcomes and resident impact

Contacts & Timeline

Contact Person/Grant Administrator (name, email, phone): Bloomberg Center for Public Innovation – Love Your Block Program Team (via application portal contact form)

Confirmation of Grant Submission (date, confirmation number): To be completed upon submission (confirmation email/receipt from portal)

Grant Status update(s) (grant disbursements, decisions): Award notifications typically issued following application review (timeline provided by funder after submission)

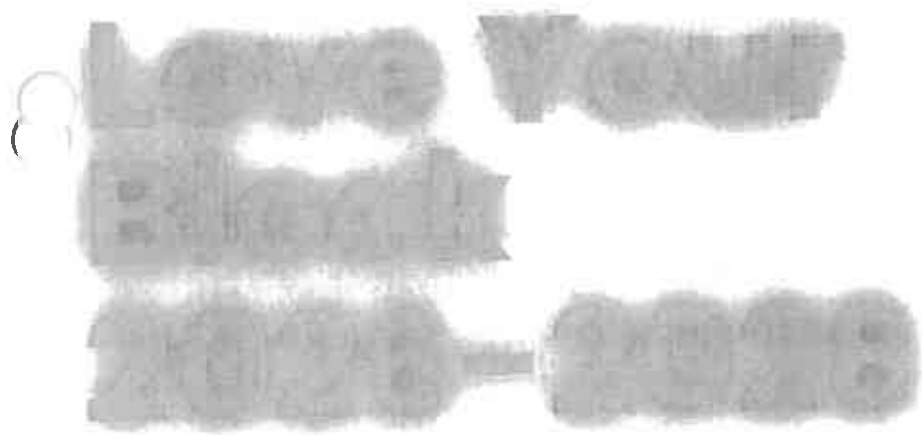
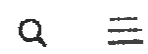
Notes / Additional Items: Program includes technical assistance and peer learning opportunities



JOHNS HOPKINS UNIVERSITY EST. 1876
AMERICA'S FIRST RESEARCH UNIVERSITY

SUBSCRIBE

publicinnovation@jh.edu



LOVE YOUR BLOCK

2024-2026

2026-2028



About Love Your Block 2026-2028

The Love Your Block Program includes a two-year \$270,000 grant for program implementation and staffing, focused on resident engagement, impact volunteering, and project management. An essential component of Love Your Block is the mini-grant competition, which serves as both a funding mechanism and an engagement tool by awarding \$1,500-\$5,000 in seed funding to residents and community partners to lead volunteer-driven neighborhood projects that reflect local priorities, build community pride, and strengthen neighborhood spaces and relationships.

The benefits of Love Your Block go far beyond physical improvements. According to the Urban Institute's Study of Love Your Block, strong social networks formed through meaningful engagement between city hall and residents can drive broad, long-lasting changes in municipal practices and policies, while also fostering improvements at the neighborhood level. Love Your Block activates and builds social networks between residents, their neighbors, and city hall. The relationships between residents and city hall strengthened through Love Your Block can drive collective efficacy that is often bidirectional. City officials can leverage neighborhood social capital to better implement mayoral

goals and align them with community priorities. Residents can leverage greater responsiveness from officials to address their needs and give input into city programs. Love Your Block is a proven starting point for cities to engage their residents more meaningfully and improve their communities in holistic, sustainable ways.

APPLY NOW

Award Benefits

Over the two years of the grant term, selected cities will receive:

- \$70,000 in funding for program implementation and volunteer-led mini-grant projects.
- \$200,000 in funding to support up to two Love Your Block Fellows.
- Training, coaching, and programmatic support from the Bloomberg Center for Public Innovation at Johns Hopkins University.
- Peer-to-peer learning with current and former Love Your Block grantee cities.
- Exclusive access to national experts, peer practitioners, and hands-on, in-person technical support at the Love Your Block annual convening.
- Recognition as a Love Your Block grantee city in the Bloomberg Center for Public Innovation at Johns Hopkins University collateral, including on social media, the Center website, and other media.

Eligibility

This opportunity is an open invitation to all U.S. cities that meet the following eligibility requirements:

- Population of at least 50,000 residents
- Mayoral tenure through at least October 2028
- Mayoral pledge committing to partner with local communities for neighborhood improvement
- Continuous support and engagement from mayor and city leaders
- Designation of two city staff as program co-leads, who guide and enable implementation of the program, including:
 - Recruitment and management of up to two Love Your Block Fellow(s) for two-year fellowship(s)
 - Leadership, development, and management of Love Your Block program tailored to the city
 - Completion of all programmatic and grant administration and compliance

Cities that participated in the 2021-2023 or 2024-2026 cohorts of the Love Your Block programs are not eligible to apply.

Selection Criteria

Applications will be judged on criteria including, but not limited to:

- Definition of the challenge to be addressed and how and why it is a priority for the mayor and the city.
- How the city will tackle the challenge through Love Your Block. Initiatives that align with broader city strategies or address problems in innovative ways, supported by impacted residents and other stakeholders preferred.
- The specific neighborhoods that will be the focus of the initiative. Cities must identify a neighborhood in need. This can include historically disinvested neighborhoods. Provide a clear justification for its selection, demonstrating an understanding of the historical, social, and economic conditions shaping local needs. There must also be a demonstrated involvement of neighborhood-specific stakeholders in the proposed initiative or a commitment to doing so during the grant period.
- The resources the city will contribute to the initiative. Cities must outline how they will support the effort including coordinating resident volunteers, collaborating with specific city departments, and specifying the services, staff time, and operational capacity, and any optional financial investment the city will contribute to carry out the proposed work.

Application Dates

**Informational Webinar
Session 1** April 20, 2026
1 to 2 p.m. ET
[Register here](#)

**Informational Webinar
Session 2** May 15, 2026
1 to 2 p.m. ET
[Register here](#)

Application Deadline June 1, 2026
11:59 p.m. ET

Note: Both informational webinars will cover the same content. Attendance is optional but highly encouraged.

Program Dates for Selected Cities

**Award Notification and
Announcement** August 2026

**Contracting Period
Between Johns Hopkins
University and Selected
Cities** August to December 2026

**Love Your Block Cohort
Launch** January 1, 2027

Frequently Asked Questions

What is the difference between a public problem, a city priority, and a proposed project?



What is the Love Your Block program's approach to impact volunteering and volunteer engagement?



How do mini-grants work?



What is included in the grant award?



What is the duration of the grant?



What support can I expect from the Bloomberg Center for Public Innovation at Johns Hopkins University if my city is selected for Love Your Block?



What are the expectations of the mayor?



What are the expectations for a Love Your Block City Lead?



What are the expectations for a Love Your Block Fellow?



What is a key partner?



What should letters of support include?



What types of metrics will cities be expected to collect and report?



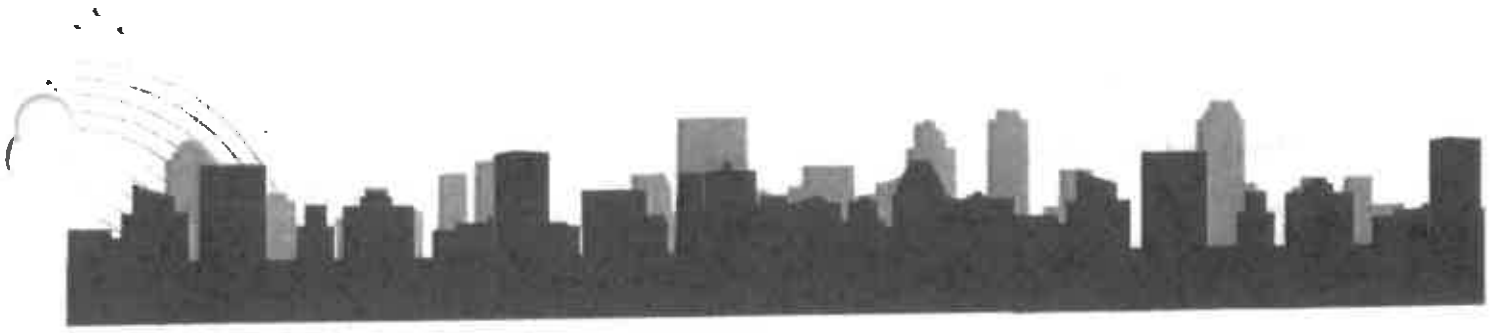


About the Bloomberg Center for Public Innovation at Johns Hopkins University

The Bloomberg Center for Public Innovation at Johns Hopkins University drives innovation in local government by marrying cutting-edge practice with world-class research. Together with public servants and government innovators around the world, the Center is transforming the culture in municipal management, delivering exceptional results for residents, and deepening trust in public service worldwide. The Center integrates successful global approaches to government innovation with an array of programs that serve city governments and work to build innovation capacity among public servants.

Contact

If you still have questions, please contact
BCPIcivicengagement@jh.edu.



HOME

CITY SUPPORT

NEWS & INSIGHTS

ABOUT

in f @ X

publicinnovation@jhu.edu

in f @ X

publicinnovation@jhu.edu

© 2026 Bloomberg Center for Public Innovation at Johns Hopkins University. All rights reserved. | Privacy clause


Office of the City Attorney


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

OFFICE OF THE CITY ATTORNEY

3/15/26

This **ORDER ACCEPTING THE BID OF NEXTGEN SPORTS SURFACES, LLC FOR THE REPAIR AND REPLACEMENT OF GROVE PARK SPORT LIGHTING, PARKS & RECREATION DEPARTMENT** is legally sufficient for placement in NOVUS Agenda.



Drew Martin, *City Attorney*
Megan Bennett, *Deputy City Attorney* 

3/16/26
Date

ORDER AUTHORIZING THE MAYOR TO EXECUTE AGREEMENT WITH THE GROVE PARK JUNIOR GOLF CLINIC, INC. FOR THE USE OF THE CITY-OWNED PETE BROWN GOLF FACILITY

OFFICE OF THE CITY ATTORNEY
MAY 3 11 21 2026

WHEREAS, the City of Jackson owns and manages Pete Brown Golf Facility (referred to as Pete Brown), which is a public golf course that does not charge admission to youths under seventeen. Grove Park Junior Golf Clinic, Inc. ("Grove Park") is a non-profit organization that intends to use the putting greens and driving range of Pete Brown from Monday to Friday, between 8:00 a.m. and 11:30 a.m.; and,

WHEREAS, Grove Park's use of Pete Brown will be non-exclusive and for a limited period of time commencing June 1, 2026, and ending on July 10, 2026. Grove Park will not be required to pay fees for use of Pete Brown during the limited period of time, provided the use occurs between Monday and Friday, between the hours of 8:00 a.m. and 11:30 a.m. *See* Op. Miss. Att'y Gen. No. 2010-00221, 2010 WL 279564; and,

WHEREAS, the Department of Human and Cultural Services, Parks and Recreation Division (the Department) has evaluated Grove Park's request and has determined that preference for use of the putting greens and driving range, on the days and times listed above, will not substantially impact the use of Pete Brown by fee-paying patrons; and,

WHEREAS, Grove Park will release, indemnify, and hold the City, its officers, agents, and employees harmless from any claims for bodily injury or property damage arising out of their use of the Pete Brown; and,

WHEREAS, Grove Park will provide the City of Jackson with a Certificate of Liability Insurance naming the City of Jackson as a co-insured with combined limits of not less than one million dollars (\$1,000,000) for bodily injury and property damage, and indemnify the City against all damages, liabilities, expenses, and losses arising out of its use of Pete Brown; and,

WHEREAS, Grove Park was created on July 26, 2006, and is currently in good standing with the Mississippi Secretary of State; and,

WHEREAS, the aforementioned terms are fully subject to the terms of the Facility Use Agreement incorporated fully herein by reference and attached as Exhibit A; and,

WHEREAS, the Department has determined it is in the best interest of the City of Jackson to allow Grove Park's use of Pete Brown as described herein. The use promotes the facility to the public, promotes youths' engagement in healthy outdoor physical activities, teamwork, and camaraderie, and encourages patronage of the facility; and,

WHEREAS, Section 21-17-5 of the Mississippi Code gives governing authorities the care,

Agenda Item No. 27
May 5, 2026
(Teeuwissen, Horhn)

management, and control of the municipal affairs and its property and finances. A municipality may authorize the use of municipal facilities or property so long as a uniform use policy, written or unwritten, is in existence for such use, and provided that said use policy passes constitutional muster and is applied consistently to all individuals or groups using the municipal facilities or property (Op. Miss. Att’y Gen. No. 2009-00047, 2009 WL 927993). Further, the governing authorities of a municipality may authorize the use of municipal facilities without charge (Op. Miss. Att’y Gen. No. 2010-00221, 2010 WL 2795644).

IT IS THEREFORE ORDERED, that the Mayor is authorized to execute an Agreement with Grove Park for the use of the Pete Brown Golf Facility putting greens and driving range at no cost for a limited period commencing on June 1, 2026, and ending on July 10, 2026, on the condition the use occurs Monday through Friday between the hours of 8:00 a.m. and 11:30 a.m.

Date _____ Item No. _____

Office of the City Attorney

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

OFFICE OF THE CITY ATTORNEY

OFFICE OF THE CITY ATTORNEY
4/25/20

This **ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH THE GROVE PARK JUNIOR GOLF CLINIC, INC. FOR THE USE OF THE CITY-OWNED PETE BROWN GOLF FACILITY** is legally sufficient for placement in NOVUS Agenda.

Sondra O. Moncure

Sondra Moncure, Special Assistant

Megan Bennett, Deputy City Attorney *MS*

4/25/20

Date

GROVE PARK JUNIOR GOLF CLINIC INC.
Facility Use Agreement

The following "Facility Use Agreement" is made by and between the **City of Jackson, Mississippi**, a municipal corporation, and **Grove Park Junior Golf Clinic, Inc.**, a nonprofit corporation.

WHEREAS, the City of Jackson has a public golf facility known as the "Pete Brown Golf Facility" located at 3200 Woodrow Wilson Drive; and

WHEREAS, the City of Jackson does not charge admission or fees to youths ages 17 and younger who utilize its municipal golf facilities; and

WHEREAS, Grove Park Junior Golf Clinic, Inc., is comprised of male and female members from the ages of seven (7) to seventeen (17) who participate in its various golf programs; and

WHEREAS, Grove Park Junior Golf Clinic, Inc., would like to have its members utilize the putting greens and driving range of the "Pete Brown Golf Facility" on Monday through Thursday between the hours of 8:00 a.m. to 11:30 a.m.; and

WHEREAS, the City of Jackson has determined that the use of the putting greens and driving range as listed above by Grove Park Junior Golf Clinic members will not substantially impact use of the "Pete Brown Golf Facility" by fee-paying patrons and other youths; and

WHEREAS, designating specific days and times for Grove Park Junior Golf Clinic members to use the putting greens and driving range at the "Pete Brown Golf Facility" ensures that the members have reasonable access to municipal property whereby they can practice and improve their golfing skills and techniques, and also keeps said putting greens and driving range reasonably available for use by other youths and fee-paying patrons at other times; and

WHEREAS, the City of Jackson schedules golf tournaments and other revenue generating activities at the Pete Brown Golf Facility and recognizes those tournaments and activities take precedence;

NOW THEREFORE, the City of Jackson ("City") and the Grove Park Junior Golf Clinic, Inc., ("User") understand and agree as follows:

1. **Term of Use:** User shall be afforded preference in the use of the putting greens and driving range of the "Pete Brown Golf Facility" located at 3200 Woodrow Wilson Drive between the hours of 8:00 a.m. to 11:30 a.m. on Monday through Thursday of each week commencing with the first Monday of June following the municipal clerk's attestation of the execution of the Agreement by the Mayor of the City and terminating on the second Friday of July 2026. No fee shall be assessed and charged by User for youths utilizing the putting greens and driving range. User agrees to abide by the City's policy which does not assess fees to youths 17 and under for use of its golfing facilities. Availability is subject to previously scheduled tournaments or revenue generating activities.
-

-
2. **Supervision of Youths:** User agrees that youths participating in its programming shall always be accompanied by a minimum of two adult employees/volunteers while present at the "Pete Brown Golf Facility." Adult employees/volunteers accompanying the youths shall monitor, supervise, and account for the youths' presence and activities until departure from the "Pete Brown Golf Facility."
 3. **Authorized Users:** User agrees and understands that preference in the use of the putting greens and driving range is being afforded to youths under the age of 17 participating in its golf programming; therefore, use of the putting greens and driving range by individuals above the age of 17 should be limited to that use reasonably necessary for instruction and coaching techniques. Adults accompanying the youths pursuant to this Agreement shall not use the putting greens and driving range for personal pursuits.
 4. **Transportation of Youths:** User shall be responsible for providing or ensuring that youths are transported to the driving range or putting greens for its programming.
 5. **City's Obligation Concerning Maintenance of Putting Green and Driving Range:**
The City will maintain the putting greens and driving range by cutting grass and removing litter in accordance with its existing maintenance schedule. The City shall not be liable for damages of any kind arising out of a failure to cut grass or remove litter from the putting greens and driving range.
 6. **Restrictions on Use:** User shall ensure that its use of the putting greens and driving range is reasonable and consistent with usual golfing methodology. User will be responsible for paying the cost of repair and restoring the putting greens and driving range for use inconsistent with golfing methodology that results in damage beyond normal.
 7. **Signs/Banners:** Erection by User of any sign or banner shall require the prior written approval of the Director or their Designee.
 8. **Equipment and Personnel:** User shall provide all equipment, uniforms, and personnel necessary to operate its program.
 9. **Building Safety:** User shall use the "Pete Brown Golf Facility" in a safe manner, shall not cause or permit damage or injury thereto, and shall comply with all applicable Federal, State and local laws, rules, regulations, policies and procedures. User shall be responsible for informing its coaches, officers, and other personnel of these laws, rules, regulations, policies, and procedures. Absent written consent of the City, the "Pete Brown Golf Facility" shall not be used for any purpose except those herein designated. designee
 10. **Ownership:** "Pete Brown Golf Facility" shall remain the property of the City; therefore, the City may enter the property at any time during the period of this Agreement for inspection or supervision deemed necessary by the City.
 11. **Vandalism:** User shall report all vandalism to the Director or their Designee immediately upon its discovery. Thereafter, User shall submit a written report of such vandalism.
-

12. Certificate of Liability Insurance: User shall provide the Director or their Designee with a certificate of insurance evidencing comprehensive liability coverage naming the City of Jackson as co-insured in combined limits not less than \$1,000,000 for bodily injury and property damage. User expressly releases the City, its agents, officers and employees from any and all damage or injury to persons or property arising out of the performance of this Agreement and indemnifies the City against all damages, liabilities, expenses and losses incurred by the City as a result of User's performance under this Agreement.

13. Expectations:

- a. The Director or their Designee shall serve as the liaison between the City and User and shall ensure compliance with the Agreement.
- b. Failure of the City to insist upon strict performance of any term or condition of this Agreement shall not be deemed a waiver of any subsequent breach of such term or condition.
- c. User is in all respects an independent entity, not being a part of the City or associated therewith, except as a party to this Agreement.
- d. Nothing contained herein shall be construed to be a waiver of governmental immunity by the City, its officers, and employees.
- e. User shall, at the end of this Agreement, provide the Director or their Designee with a complete financial statement outlining the income and expenses of User and any expenditure solely for the improvement of the Facilities covered by this Agreement.
- f. User shall comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and all requirements imposed by or pursuant to that Title. In accordance with Title VI, User agrees that no person in the United States shall, on the grounds of race, color, age, sex, religion, handicap, or national origin, be excluded from participation, activities, and/or use of its programs and/or the Facilities.

14. Termination of Use Agreement:

This Agreement may be terminated by either party upon giving sixty (60) days written notice to the other party. Notwithstanding termination by election of the parties, the User's violation of any term or condition of this Agreement shall place it in default, thereby allowing the City to terminate this Agreement immediately.

15. Notices:

Notices required or permitted to be sent to the parties hereof shall be deemed to have been given when sent as follows:

City: Human and Cultural Services City of Jackson Post Office Box 17 Jackson, MS 39205 601-960-0716 isppears@jacksonms.gov	User: Plavise Patterson, President Grove Park Junior Clinic Inc. 364 Heritage Place Jackson, MS 39212-5825 601-850-9938 plavise@hotmail.com	Copy To: The Office of the City Attorney P. O. Box 2779 Jackson, MS 39207-2779
-----------------------------------------------------------------------------------------------------------------------------------------------------	----------------------------------------------------------------------------------------------------------------------------------------------------------------------	------------------------------------------------------------------------------------------------

16. Governing law: This Agreement shall be governed in accordance with the laws of the State of Mississippi.

17. Assignment: User may not assign its rights and responsibilities under the provisions of this Agreement.

18. Modification: This Agreement may not be modified except by a writing executed by the parties upon proper authorization. For purposes of this Agreement, proper authorization means upon consent of the governing authorities for the City of Jackson and the governing body of the Grove Park Junior Golf Clinic Inc.

19. Waiver: The failure of the City to insist upon particular performance shall not operate or be construed to be a waiver of the performance for future occasions unless there is a writing, signed by both parties, clearly expressing that the performance shall be waived.

20. Conclusiveness of Agreement: The provisions contained in this document contain all provisions related to the parties' Agreement. This Agreement shall not be altered or varied in any way based solely upon oral representations by either party. No other writings shall be used to alter or vary the terms of the Agreement unless said writings are executed by both parties and are properly authorized as described in Section 18.

In witness hereof, the parties to this Agreement have executed same after first being duly authorized to do so by its governing body:

IN WITNESS WHEREOF, this Agreement is entered into on the date first written above.

GROVE PARK JUNIOR GOLF CLINIC INC. CITY OF JACKSON, MISSISSIPPI

BY: _____
Plavise Patterson, President

BY: _____
John Horhn, Mayor

Attestation of Municipal Clerk:

Angela Harris

Attestation Date: _____

**ORDER ACCEPTING ROAD WORK PERFORMED BY HINDS COUNTY
ON CITY OF JACKSON STREETS AND AUTHORIZING THE PAYMENT
OF FUNDS FROM THE SPECIAL SALES TAX FUND**

OFFICE OF
CITY ATTORNEY

WHEREAS, the Board of Supervisors of Hinds County (the "Governing Body") on behalf of Hinds County received funding from the State of Mississippi in the amount of \$1,500,000.00 in 2024 to make street and drainage repairs in the Country Club of Jackson Subdivision which hosts the annual Sanderson Farms PGA Championship Golf Tournament (which has an estimated annual attendance of 31,000 people each year); and

WHEREAS, at the request of Hinds County Supervisor Robert Graham, the Special Sales Tax Commission budgeted funding for the project in the amount of \$350,000.00 at its February 20, 2025 monthly meeting; and

WHEREAS, the total project cost to Hinds County was \$1,870,000.00, which included engineering costs of \$138,866.00 and construction costs of \$1,731,134.00; and

WHEREAS, the Special Sales Tax Commission subsequently increased the approved budget for the project to \$370,000.00; and

WHEREAS, the project resurfaced and repaired curb and gutter on the following streets in the Country Club of Jackson Subdivision:

Streets	Termini	Miles
St. Andrews Drive (East)	Old Canton Road to Dead end	1.10
Brae Burn Drive	Old Canton Road to St. Andrews Drive (East)	0.53
Olympia Fields	Brae Burn Drive to Brae Burn Drive	0.34
Winged Foot Circle	St. Andrews Drive to St. Andrews Drive	0.54
Hoylake Drive	St. Andrews Drive to Dead end	0.09
Royal Lytham	St. Andrews Drive to Dead end	0.17
Total		2.77

WHEREAS, the City would like to approve and accept the work performed by Hinds County and authorize the payment of the funds budgeted by the Special Sales Tax Commission for the this street resurfacing and drainage improvement project.

IT IS, THEREFORE, ORDERED that payment in the amount of \$370,000.00 from the Special Sales Tax Fund to Hinds County, Mississippi is authorized for the resurfacing and drainage improvement project described herein.

Agenda Item No. 28
May 5, 2026
(Anderson, Horhn)

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET

April 27, 2026
DATE

P O I N T S		C O M M E N T S
1.	Brief Description	ORDER ACCEPTING ROAD WORK PERFORMED BY HINDS COUNTY ON CITY OF JACKSON STREETS AND AUTHORIZING THE PAYMENT OF SUPPLEMENTARY FUNDS FROM THE SPECIAL SALES TAX FUND
2.	Public Policy Initiative 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	5, 6, 7
3.	Who will be affected	Residents of Jackson and persons attending the Sanderson Farms PGA Championship Golf Tournament
4.	Benefits	The improvements benefit residents and support the Sanderson Farms PGA Championship Golf Tournament.
5.	Schedule (beginning date)	Upon acceptance of the work and authorization to make the payment
6.	Location: ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable	Ward 1
7.	Action implemented by: ▪ City Department <input type="checkbox"/> ▪ Consultant <input type="checkbox"/>	Previous Administration and Hinds County Supervisor Graham
8.	COST	\$370,000.00
9.	Source of Funding ▪ General Fund <input type="checkbox"/> ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input type="checkbox"/>	Special Sales Tax Fund



DEPARTMENT OF PUBLIC WORKS

MEMORANDUM

To: Hon. John Horhn, Mayor
From: Lorenzo Anderson, P.E., Director
Department of Public Works
Date: April 27, 2026
Subject: Agenda Item for City Council Meeting

Attached you will find an agenda item accepting street resurfacing and drainage improvements constructed under the auspices of Hinds County in 2024. The Special Sales Tax Commission originally budgeted \$350,000.00 to contribute toward the project, in addition to the \$1,500,000.00 appropriated by the State of Mississippi.

However, the previous Administration took no action to obtain the authorization of the City Council to pay the Special Sales Tax Funds toward cost of the project.

The project is complete. The total project cost is \$20,000.00 more than was available for the project.

The Special Sales Tax Commission voted at their April 2026 meeting to increase the budget for this project by \$20,000.00 for a total budget of \$370,000.00.

In order to pay the \$370,000.00 from the Special Sales Tax Fund to Hinds County to assist in the project, the City Council needs to accept the work and authorize the payment from the Special Sales Tax Fund.

Please contact me if you have any questions.

Office of the City Attorney

OFFICE OF THE CITY ATTORNEY
455 East Capitol Street
Post Office Box 2778
Jackson, Mississippi 39203-2778
Telephone: (601) 960-1229
Facsimile: (601) 960-1154
2026

OFFICE OF THE CITY ATTORNEY

This **ORDER ACCEPTING ROAD WORK PERFORMED BY HINDS COUNTY ON CITY OF JACKSON STREETS AND AUTHORIZING THE PAYMENT OF FUNDS FROM THE SPECIAL SALES TAX FUND** is legally sufficient for placement in NOVUS Agenda.

Sondra Moncure, *Special Assistant*

J. cm. 4/18/20

Terry Williamson, *Legal Counsel*

[Signature]

ROBERT GRAHAM



DISTRICT 1

November 25, 2024

Attention: The Honorable Chokwe Antar Lumumba, Mayor
Attention: Councilman Ashby Foote (Ward 1)

The City of Jackson
219 President Street
Jackson, MS 39205

RE: Hinds County: Saint Andrews Roadway Improvements (Project No. HC-SA-01-01)
SUBJECT: Request for the City of Jackson Support to Complete Construction

Dear Mayor Lumumba and Councilman Foote:

On behalf of the Hinds County Board of Supervisors, we are writing this letter to formally request your financial support in addressing needed street repairs and drainage improvements in the Country Club of Jackson Subdivision area located in the City of Jackson, MS in the Northeastern part of Hinds County off of Old Canton Road (just South of West County Line Road).

As you are aware, the Country Club of Jackson is well known for annually hosting the Sanderson Farms PGA Championship Golf Tournament (which has an estimated attendance of approximately 31,000 people annually). Due to the large traffic volume from these events, the streets are in dire need for improvements.

Hinds County was successful in receiving State Funds to improve streets within the Country Club of Jackson Subdivision area. Hinds County has met with the Home Owner Association to identify street and curb & gutter repairs that are needed in an effort to promote proper drainage and improved the conditions of the existing streets. Based on our meetings and assessment, Hinds County developed construction documents to resurface existing streets along with replacing/adjusting inefficient curbs & gutters in selected areas to eliminate ponding of stormwater and promote positive drainage runoff into outfalls throughout the subdivision.

Recently, we received four bid proposals with the best and most responsive bid proposal being over our budget. The County's current budget is \$1,500,000.00. And with the best responsive bid proposal, the budget has increased to \$1,870,000.00 (causing a shortfall of \$370,000.00) to improve the following streets:

Item	Streets	Termini	Miles
D1-1	St. Andrews Drive (East)	Old Canton Road to Deadend	1.10
D1-2	Brae Burn Drive	Old Canton Road to St. Andrew Drive (East)	0.53
D1-3	Olympia Fields	Brae Burn Drive to Brae Burn Drive	0.34
D1-4	Winged Foot Circle	St. Andrews Drive to St. Andrews Drive	0.54
D1-5	Hoylake Drive	St. Andrews Drive to Deadend	0.09
D1-6	Royal Lytham	St. Andrews Drive to Deadend	0.17
	Total		2.78

HINDS COUNTY BOARD OF SUPERVISORS

316 South President Street • P. O. Box 686 • Jackson, MS 39205-0686 • (601) 968-6689 • Fax: (601) 714-6306

It is our understanding that the City of Jackson's One Percent Sales Tax Program has allocated funds to also improve most of the streets listed above. Upon receipt of this letter, we are respectfully requesting the City's financial support of providing \$370,000.00 of the One Percent Sales Tax Program Funds to Hinds County to cover the \$370,000.00 shortfall.

We are anticipating starting construction as soon as possible in an effort for all work to be completed in a timely manner for the next PGA Tournament.

We respectfully request that the City meet with the County right away to expedite developing a Resolution, an Interlocal Agreement, or whatever document required to officially commit the \$370,000.00 cash contribution needed to fully execute this project. We would like to have these funds on hand as soon as feasible to avoid any delays with paying the contractor in a timely manner.

Listed below is a summary of the cost and budget.

A Actual Construction Cost			
1	Base Bid Construction Cost	\$ 1,731,134.00	
2	Engineering Cost	\$ 138,866.00	
3	Total Construction & Engineering Cost	\$ 1,870,000.00	

B Project Budget Summary			
1	Hinds County Contribution Engr./Construction	\$ 1,500,000.00	80.00%
2	Hinds County Contribution Total	\$ 1,500,000.00	80.00%
3	City of Jackson Contribution	\$ 370,000.00	20.00%
4	Total Project Cost	\$ 1,870,000.00	

Upon receipt of this letter, please let us know who we need to coordinate with to move this forward.

Sincerely,



Robert Graham, President
Hinds County Board of Supervisors

- C: Hinds County Board of Supervisors
Lure Berry, Hinds County Administrator
Tony Gaylor, Hinds County Board Attorney
Rod L. Hill, P.E., IMS Engineers (Hinds County Engineer)
Tommy Avant, P.E., IMS Engineers (Hinds County LSBP Engineer)
File

HINDS COUNTY BOARD OF SUPERVISORS

FEBRUARY 20, 2025 SPECIAL SALES TAX COMMISSION MEETING

Thursday February 20, 2025, 3:30 pm, Virtual meeting

COMMISSIONERS PRESENT: Michael Boerner, Ted Duckworth, Chockwe Lumumba, Paul Forester, Fidelis Malembaka, Pete Perry, Nathen Wells and Louis Wright .

CALL TO ORDER AND INVOCATION: Chairman Lumumba called the meeting to order at 3:35 individually acknowledging those on the video/telephonic meeting and stating that those present consisted of a quorum; this was followed by an invocation offered by Wells.

Lumumba stated that this special meeting was called in accordance with the Commission's decision in its February 11, 2025 meeting to discuss and consider taking action on a proposal to add several streets to the existing contracts for Phase 1B and 1C of the Neighborhood Street resurfacing program.

In order to initiate the discussion, **Perry moved that the Commission obligate an additional \$ 5,100,000 to Contract 1B and an additional \$ 3,600,000 to Contract 1C with the funds to be used to add additional streets as identified in Attachment A and Attachment B to these minutes and as identified in the maps included in those attachments; and also to delete certain streets included in existing Contracts 1B and 1C that are included in the City's pending bond fund expenditures, with those streets also being identified in these attachments. Duckworth seconded the motion.**

Lumumba then opened the meeting for discussion and questions. Perry explained that the streets proposed to be added would, along with the streets in the existing contracts along with streets that have been reworked either by the City, County or State within the past ten years, basically address all the public streets within these specific neighborhoods. He stated that not every neighborhood that may have streets included in the existing contracts would receive additional streets -- generally due to the size of the neighborhood and the number of previously unaddressed streets within the area. He referred to the maps that had been distributed during the previous meeting and reiterated the color-coding system used that identified the streets being added by the proposed change orders and those that have been resurfaced by the various entities.

As to the streets proposed to be removed from the existing contracts (1B and 1C), he explained that when he became aware of the City's intention to issue bonds, with part of the funds to be used for street resurfacing, a meeting was held with IMS (the City's consultant for the bond issue program) and the City's program manager so coordination could be made between these two programs and eliminating duplicative situations and modifying the two programs for the better deployment of equipment. This resulted in some streets (as identified in the Attachments) being removed from the existing contracts and others being removed from the proposed change order while other streets were removed from the bond program and added to the proposed change orders.

Lumumba stated that a question had been raised as to whether making a change order of this magnitude – adding this many streets and this amount of work to the original advertisement – might not be proper under the state’s procurement process; in stating this concern he stated that he was not raising this as an objection to the action but only as a concern that should be investigated. After discussion it was agreed that the City’s legal department should review the proposed action if approved by the Commission and before any further action could be taken an affirmative opinion must be obtained from the legal department stating that these change orders would not be in violation of procurement processes. .

Wells asked if someone had visually identified and selected these streets and ascertained that they should reasonably be included in these change orders. Perry responded that he had on multiple occasions driven through and looked all the streets in all of the neighborhoods involved in the two contracts in developing this proposed list. Also, the list had been provided to the City’s consultant, Neel Schaffer, who performed services similar to those done for the original contracts to provide an opinion as to the inclusion of these streets in this work program and to develop the estimated cost required to add them to the existing contracts.

After further discussion, Lumumba asked if the Commission was prepared to vote on the two matters, and with general agreement, the motion was brought to the floor for a vote. **Motion to add streets to Contract 1B with an additional obligation of \$5,100,000 passed 8-0. Motion to add streets to Contract 1C with an additional obligation of \$3,600,000 passed 8-0.**

Perry then asked permission to raise another issue for discussion and possible vote; upon agreement, he reminded the Commission of a discussion in the December 2024 meeting regarding a request from Hinds County to participate in a contract where the county would resurface all the streets within the Jackson Country Club utilizing a \$1,500,000 appropriation from the State made in support of the PGA tournament held at the facility. The county had acknowledged that their repair and resurfacing would be similar to the work that is being done under the Commission’s current neighborhood street program including removal and repair of the curb and gutters where necessary, milling the existing surface and overlay. Also, the work is to include all of the streets within the neighborhood including the cul-de-sacs. Perry reminded Commissioners that these streets had originally planned to be included in our recently awarded contract 1C but when the state appropriated funds for this work, we removed them from the bid documents. The county has received bids for the work but the bids along with the required CE&I work exceeded the state’s appropriation; therefore the county was requesting that the City participate in the project. Based on this request and the Commission’s earlier indication of a willingness to participate, **Perry moved that the Commission obligate up to \$350,000 to be used for project costs over and above the state appropriation of \$1,500,000. Boerner seconded. Motion carried 8-0.**

There being no further business, Boerner moved to adjourn, seconded by Duckworth; motion carried, and the meeting adjourned at 4:06 p.m.

ROBERT GRAHAM



DISTRICT 1

March 9, 2026

The City of Jackson
219 President Street
Jackson, MS 39205

RE: Saint Andrews Roadway Improvements (Project No. HC-SA-01-01)

SUBJECT: Request for the City of Jackson Commitment Funds for Saint Andrews Roadway Improvements

Dear City of Jackson:

We are currently closing out the above referenced project. As a follow up to the City of Jackson's commitment, we respectfully request that the \$370,000.00 cash contribution be paid to the Hinds County Board of Supervisors for services rendered.

Attached is Invoice No. HC-SA-01-01-2601 for \$370,000.00, along with the original Commitment Request Letter submitted to the City.

Sincerely,

Robert Graham, President
Hinds County Board of Supervisors

Attachment: Invoice

C: Hinds County Board of Supervisors
Lure Berry, Hinds County Administrator
Lynn Seals, Hinds County Director of Administration and Human Capital Development
Tony Gaylor, Hinds County Board Attorney
Rod L. Hill, P.E., IMS Engineers (Hinds County Engineer)
Tommy Avant, P.E., IMS Engineers (Hinds County LSBP Engineer)
File

HINDS COUNTY BOARD OF SUPERVISORS

316 South President Street • P. O. Box 686 • Jackson, MS 39205-0686 • (601) 968-6689 • Fax: (601) 714-6306



INVOICE

HINDS COUNTY BOARD OF SUPERVISORS

316 South President Street
Jackson, MS 39205-0686
Phone: (601) 968-6794

BILL TO
CITY OF JACKSON

219 President street
Jackson, MS 39205

INVOICE # **DATE**
HC-SA-01-01-2601 3/9/2026

PROJECT NO. **TERMS**
HC-SA-01-01 Due upon receipt

DESCRIPTION	QTY	UNIT PRICE	AMOUNT
Construction Services Rendered for	1	370,000.00	370,000.00
Saint Andrews Roadway Improvements			-
			-
			-
			-
			-

SUBTOTAL 370,000.00

TAX RATE 0.000%

TAX -

TOTAL \$ 370,000.00

**ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT
FOR PROFESSIONAL ENGINEERING SERVICES WITH EJES, INC.
FOR STREET RESURFACING PROJECT—PHASE 2**

OFFICE OF THE CITY ATTORNEY
2026
29

WHEREAS, the City desires to continue with the resurfacing of local streets throughout the City; and

WHEREAS, the Special Sales Tax Commission previously authorized funding for Street Resurfacing Project—Phase 1A; Street Resurfacing Project—Phase 1B; and Street Resurfacing Project—Phase 1C; and

WHEREAS, the Special Sales Tax Commission and the Department of Public Works have identified additional local streets in need of resurfacing and the Special Sales Tax Commission has budgeted funding for Resurfacing Project—Phase 2; and

WHEREAS, the Department of Public Works desires to enter into an Agreement for Professional Engineering Services with EJES, Inc.; and

WHEREAS, the scope of work for the project is as follows:

Baseline Information: Owner has furnished the following Project information to Engineer as of the Effective Date. Engineer's scope of services has been developed based on this information. As the Project moves forward, some of the information may change or be refined, and additional information will become known, resulting in the possible need to change, refine, or supplement the scope of services.

Project Title:	Phase 2 Neighborhood Street Resurfacing
Type of Facility:	Roadway
Description	of Resurfacing of streets
Improvements:	
	Approximately 45 miles of roadway across 338 streets
	Program includes:
	<ul style="list-style-type: none">• Mill and overlay (majority of streets)• Limited full-depth reconstruction (~10%)• Localized drainage improvements where required
	Design will be delivered in:
	<ul style="list-style-type: none">• Five (5) resurfacing packages• One (1) reconstruction package

Expected Construction Start:	
Prior Studies, Reports, Plans:	N/A
Facility Location(s):	Phase 2
Current Project Budget:	\$12.5M
Funding Sources:	

Agenda Item No. 29
May 5, 2026
(Anderson, Horhn)

Office of the City Attorney

OFFICE OF THE CITY ATTORNEY
455 East Capitol Street
Post Office Box 2779
Jackson, Mississippi 39201-2779
Telephone: (601) 960-1756
Facsimile: (601) 960-1756

OFFICE OF THE CITY ATTORNEY

This **ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES WITH EJES, INC. FOR STREET RESURFACING PROJECT—PHASE 2** is legally sufficient for placement in NOVUS Agenda.

Sondra Moncure, *Special Assistant* SM 4/29/26
Terry Williamson, *Legal Counsel* TW

Chief Administrative Officer



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

Chokwe Antar Lumumba
Mayor of the City of Jackson

MEMORANDUM

To: Hon. John Horhn, Mayor

From: Lorenzo Anderson, P.E., Director
Department of Public Works

Date: April 28, 2026

Subject: Agenda Item for City Council Meeting

Attached you will find an agenda item to authorize the Mayor to execute an Agreement for Professional Engineering Services with EJES, Inc. for Street Resurfacing Project—Phase 2. This is a continuation of the work begun with Phase 1A, 1B, & 1C. This Agreement will provide engineering services for the design, bidding, and construction of Street Resurfacing Project—Phase 2.

The estimated cost of the engineering services for the entire project is \$1,914,391.48. Design will begin immediately upon passage of this order. The project is anticipated to take twenty-four months to complete.

It is the recommendation of this office that this item be approved. If you have any questions or comments, please do not hesitate to call me.

Other Pertinent
Information:

The Project is based on a list of approximately 338 streets provided by the Owner. Street limits and lengths are based on available information and will be validated during the Preliminary Design Phase. Additions to or modifications of the street list after execution of this Agreement may result in adjustments to the scope of services, schedule, and compensation.

Streets:

<u>Street</u>	<u>From</u>	<u>To</u>
<u>Phase 2A</u>		
BASS AVENUE	Lake Road	Dead End
BIG OAK DRIVE	Oak Vinyard Drive	Dead End
BLACKMON ROAD	Terry Road	Robinhood Drive
BRACKEN COVE	Brookwood Place	Dead End
BROOKS COVE	Brookwood Place	Dead End
BROOKWOOD PLACE	Forest Hill Road	Southaven Dr
BROOKWOOD PLACE	Southaven Drive	Dead End
CANARY DRIVE	Forest Hill Road	Dead End
CEDAR SPRINGS DRIVE	Twin Oaks Drive	Sycamore Drive
CHASWOOD DRIVE	McCluer Road	Dead End
CHRISTOPHER COURT	Vineland Drive	Dead End
COOKS AVE	Ronald Road	Dead End
DEES ROAD	Terry Road	Dead End
DEES ROAD	Dees Road	Dead End
DIANE COVE	Brookwood Place	Dead End
ELTON ROAD	Interstate 55	Terry Road
FAIRWAY COVE	Brookwood Place	Dead End
FARROW DRIVE	Terry Road	Dead End
GARY DANIELS DRIVE	Eagle Drive	Dead End
GREEN COURT	Raintree Drive	Dead End
Ronald ROAD	McCluer Road	Summit Avenue
HARREL AVENUE	Bass Avenue	Dead End
HAVEN COVE	Brookwood Place	Dead End
JAN STREET	Riser Street	Lee Street

KEE COURT	Vineland Drive	Dead End
LAKE ROAD	Cooks Avenue	Dead End
LAKEVIEW AVENUE	Lake Road	Dead End
LEE STREET	Robinhood Drive	Terry Road
LOST LAKE CIRCLE	Rainey Road	Rainey Road
LOST LAKE COVE	Dead End	Dead End

<u>Street</u>	<u>From</u>	<u>To</u>
---------------	-------------	-----------

LOST LAKE WAY	Lost Lake Circle	Dead End
MARSHALL DRIVE	McCluer Road	Dead End
MATT CIRCLE	Trent Drive	Dead End
MAY AVENUE	Lake Road	Harrel Avenue
MEADOW DRIVE	Brookwood Place	Dead End
MEADOWVIEW COVE	Dead end	Dead End
MIDDLE Drive	Dees Road	Dead End
NELSON CIRCLE	McCluer Road	McCluer Road
OAK HOLLOW COVE	Oak Vinyard Drive	Dead End
OAK VINYARD DRIVE	Henderson Road	Dead End
OLD BYRAM ROAD	Elton Road	Interstate 55
PEACOCK DRIVE	Forest Hill Road	Teal Drive Sycamore Drive
RED OAK DRIVE	Twin Oaks Drive	
RISER STREET	Lee Street	Farrow Drive Scotsdale Drive
ROB LANE	Scotsdale Drive	
ROBINHOOD DRIVE	Blackmon Road	Riser Street
ROCHELLE DRIVE	Sycamore Drive	Dead End
RUSS DRIVE	Sycamore Drive	Dead End
SANDPIPER COVE	Skylark Drive	Dead End
SKYLARK DRIVE	Canary Drive	Dead End
SOUTHHAVEN DRIVE	Brookwood Place	Dead End
SUMMIT AVENUE	Harold Road	Dead End
SWAN HILLS DRIVE	Swan Ridge Drive	Rainey Road
SWAN LAKE COVE	Swan Lake Drive	Dead End
SWAN LAKE DRIVE	Lakeshore Road	Rainey Road
SWAN RIDGE DRIVE	Swan Lake Drive	Rainey Road

SYCAMORE DRIVE	Holly Hill Drive	Terry Road
TANNER HILL DRIVE	McCluer Road	Dead End
TAYLOR AVENUE	Harold Road	Dead End
TEAL DRIVE	Peacock Drive	Canary Drive
THOMPSON DRIVE	Old Byram Road	Dead End

Street

From

To

TRENT DRIVE	Sycamore Drive	Dead End
TUESDAY LANE	Henderson Road	Dead End
TWIN OAK	Red Oak	Cedar Spring
VAIL AVENUE	Harold Road	Dead End
VELMA DRIVE	Henderson Road	Dead End
VENUS AVENUE	Lakeshore Road	Dead End
VINELAND DRIVE	Trent Drive	Sycamore Drive
Access Ramp	Fortification St	Mill St
Adelle Street	West St	Blair St
Alexander Street	West St	Lamar St
Arlington Street	N State St	Peachtree St

Phase 2B

Ash Street	Wood St	Maderia Ave
Aspen Cove	Will-O-Lake Dr	Dead End
Audubon Park	Southwood St	Wild Valley
Avian Lane	Bristol Blvd	Dead End
Baker Street	West St	Lamar St
Barkwood Drive	Beechcrest Dr	S Canton Club Cir
Barnes Street	Mimosa Ave	Crepe Myrtle Dr
Barrier Place	Raymond Rd	Stillcreek Dr
Beechcrest Court	Beechcrest Dr	Dead end
Beechcrest Drive	Sedgwick Dr	Dead end
Beechwood Street	Will-O-Lake Dr	Will-O-Wood Blvd
Belhaven Street	N State St	Peachtree St
Bell Court	Bell St	Dead end

<u>Street</u>	<u>From</u>	<u>To</u>
Berryhill Place	Valley Ridge Dr	Dead End
Berrywood Drive	Fairwood Dr	Dead End
Bienville Place	Serville Dr	Dead end
Bindura Court	Horton St	Dead end
Bishop Avenue	Stonewall St	W Ridgeway St
Bloom Street	E Monument	Bow St W Ridgeway St
Booker T Washington	Stonewall St	St
Bounds Street	Manhattan Rd	I55 Frontage
Bow Street	Farish St	N Blair St
Briarwood West	Fernwood Dr	Briarwood Dr
Bristol Blvd	Raymond Rd	Dead End Meadowbrook Rd
Brookdale Street	Buckley Dr	Dead end Meadowbrook Rd
Brookwood Road	Oakridge Dr	Dead end Meadowbrook Rd
Buckley Drive	Crane Blvd	Dead end
Cabell Lane	Buckley Dr	Dead end
Canterbury Court	E Manor Dr	Dead End N Canton Club Cir
Canton Park Drive	S Canton Club Cir	Club Cir
Carley Drive	Michael Clay Dr	Dead end
Cedar Place	Will-O-Lake Dr	Dead End
Cedarwood Place	Cedarwood Dr	Dead End
Center Street	Summit Dr	Oak Park Dr
Chateau Court	E Manor Dr	Dead End
Chelsa Court	N Canton Club Cir	Dead end
Clair Street	Bounds St	Serville Dr
Cloverleaf Circle	Palmyra St	Palmyra St
Coleman Avenue	Medgar Evers Blvd	Elraine Blvd
Comet Street	Galaxie Dr	Keele St
Cone Place	Lake of Pines Dr	Pine Bay Dr Woodrow Wilson
Content Street	Hull St	Wilson
County Cork Road	Fernwood Dr	Briarwood Dr

Covent Street	Bell St	Taft St
Crane Blvd	Old Canton Rd	Meadowbrook Rd
Creekwood Place	Pear Orchard	Dead end
Crestview Street	Manship St	Fortification St
<u>Street</u>	<u>From</u>	<u>To</u>
Cromwell Street	Ridgeway St	Dead End
Cumberland	Valley Ridge N	Dead End
Cypress Trail	Foxboro Drive	River Road N
Dale Court	Chandler Dr	Dead end
Dalrymple Court	Wild Valley	Dead End
Darius Drive	Dixon Road	Dryden Avenue
Dartmount Drive	Dead end	Dead end
Deer Creek Drive	Wild Valley	Southwood
Deer Trail	Foxboro Drive	River Road N
Delisle Drive	Dixon Road	Dryden Avenue
Desaline Avenue	Dead end	Dead end
Diane Drive	Maria Dr	Maria Dr
D'Iberville Place	Serville Dr	Dead end
Diller Lane	E Sedgwick Ct	Dead end
Dogwood Hills Drive	Pear Orchard	Dead end
Douglas Drive	Ridgewood Rd	Restbrook Dr
Dover Place	E Sedgwick Ct	Dead end
Dr Moton Street	B T Washington	Bishop St
Drefus Hill	N Lamar	Drefus St
Dreyfus Street	E Church St	E Monument St
Dryden Avenue	Darius Drive	Dead end
Duberry Lane	Dixon Road	Dead end
Dunleith Place	Elms Court Cl	Elms Court Cl
Dye Cove	Dye St	Dead end
Dye Street	Rita Dr	Jackye Ln
E Cheryl Drive	Wild Valley	N Cheryl Dr
E Davis Street	N Blair	N West St

E Manor Court	E Manor Dr	Dead End
E Monument Street	N Lamar	Farish St
E Sedgwick Court	Beechcrest Dr	Sedgwick Dr

<u>Street</u>	<u>From</u>	<u>To</u>
East County Line Road; inc CdS	E County Line	E County Line
East Ridge Drive	Meadowbrook Rd	Northside Dr
Eastbourne Place	Ridgewood Rd	Restbrook Dr
Eastover Place	Meadowbrook Rd	Dead end
Eastwood Rd	Northside Dr	Southwood Dr
Edgewood Street	Euclid Avenue	Belhaven St.
Edward Lane	Northside Dr	Dead end
Elm Street	Palmyra St	Bailey Ave
Elms Court Circle	Raymond Rd	Raymond Rd
Elraine Boulevard	Coleman Ave	Dead End
Emmitt Avenue	Skyline Dr	Dead End
Erie Street	Wood St	MLK Drive
Euclid Avenue	N State St	Peachtree St
Executive Place	Frontage Road	Bounds St
Fairbanks Street	Mill St	Lamar St
Fairoaks Cove	Fair Oaks Dr	Dead end
Fairoaks Drive	Sharon Hills Dr	Dead end
Fairview Street	N State St	Peachtree St
FD Roosevelt	Presidential Dr	Dead End
Fernwood Drive	Enochs St	Comfort St
Fernwood Drive	N State St	Dead end
Flag Chapel Circle	Flag Chapel Rd	Dead end
Flowers Drive	Raymond Rd	Diane Dr
Foxboro Drive	River Road	Dead end
Friar Circle	Nottingham Rd	Dead End
Gammil Street	Ridgeway St	Skyline Dr
Gillespie Street	N State St	Peachtree St
Glen Ridge Drive		
Glendale	Pleasant Ave	Dead end

<u>Street</u>	<u>From</u>	<u>To</u>
Gordon Street	Woodrow Wilson	Jennings St
Green Harbour Drive	Watkins Dr	Pine Island Dr
Hancock Street	Kimbell Ave	Dead end
Harriotte Avenue	Laura Ave	Ellis Ave
Hawthorne Court	Brookwood Rd	Dead end
Hawthorne Drive	Avondale St	Brookwood Rd
Hazel Street	Euclid Avenue	Poplar Blvd
Hazlewood Drive	Northside Dr	N Cheryl Dr
Hemingway Circle	Ellis Ave	Ellis Ave
Hickory Ridge	Northside Dr	Southwood Dr
Hidden Valley Lane	Raymond Rd	Dead end
Hollywood Avenue	Fernwood Dr	Summit Drive
Homewood Circle	Hamilton Blvd	Dead End
Horseshoe Circle	Palmyra St	Palmyra St
Horton Avenue	Fernwood Dr	Briarwood Dr
Hull Street	Content St	Pleasant Ave
Inwood Drive	Post Oak Rd	Dead End
Irving Place	N Honeysuckle	N Honeysuckle
Jackye Ln	Dead end	Dead end
James Madison	LBJ	Ab Lincoln
James Monroe Drive	LBJ	James Monroe Pl
James Monroe Place	Ab Lincoln Dr	Dead End
N. Jefferson Street	Arlington St	Gillespie St
Jessamine Street	Wood St	Bailey Ave
Jo Ann Drive	Edward Ln	Rita Dr
John Adams	LBJ	Ab Lincoln
John F Kennedy Blvd	Presidential Dr	Presidential Dr
Johnson Place	LBJ	Dead End
Josanna Street	West St	Lamar St
Katherine Blvd	Wild Valley	N Cheryl Dr
Keele Street	Cedars Lebanon Rd	Marquis St

<u>Street</u>	<u>From</u>	<u>To</u>
Kinder Drive	S Canton Club Cir	N Canton Club Cir
Kings Court	E Manor Dr	Dead End
Kings Place	Lake Trace Drive	Springridge Dr
Kingston Avenue	Gammill St	Dead End
Kirkwood Court	Kirkwood Pl	Dead End
Kirkwood Place	Northside Dr	Dead End
Lake Cove Drive	Will-O-Lake Dr	Dead End
Laura Avenue	Hemingway Cir	Hemingway Cir
Lee Circle	McDowell Rd	McDowell Rd
Linda Lane	Marshall Place	Dead end
Lois Cove	Barrier Pl	Dead End
Lurline Drive	Raymond Rd	Stillcreek Dr
Lyndon B Johnson	Flag Chapel Rd	Flag Chapel Rd
Lyndon B Johnson	Flag Chapel Rd	John F Kennedy Blvd
Lynwood Drive	Manhattan Rd	I55 Frontage
Malvern Place	Thomwood Pl	Dead End
Manhattan Road	Meadowbrook Rd	Cedars Lebanon
Manship Street	West St	Lamar St
Maria Court	Maria Dr	Dead End
Maria Drive	McDowell Rd	Barbara Ann Dr
Maria Terrace	Maria Dr	Dead End
Marion Dunbar Street	Stonewall St	W Ridgeway St
Marquis Street	Galaxie Dr	Keele St
McKee Street	Lamar St	N West St
Meloan Avenue	Hemingway Cir	Hemingway Cir
Michael Clay Court	Michael Clay Dr	Dead end
Michele Court	Michael Clay Dr	Dead end
Miller Avenue	Skyline Dr	Dead End
Mimosa Avenue	Cedars Lebanon Rd	Crepe Myrtle Dr

<u>Street</u>	<u>From</u>	<u>To</u>
Myles Alley	Bailey Ave	Dead end
N Blair St	E Monument	E Fortification
N Cheryl Drive	W Cheryl Dr	Private
N Honeysuckle Drive	Meadowbrook Rd	Meadowbrook Meadowbrook Rd
N Honeysuckle Lane	Honeysuckle Ln	
Needle Cove Drive	Watkins Dr	Pine Island Dr
Noel Street	Mill St	Covent St
Northover Drive	Southwood St	Hickory Ridge
Northwood Circle	Cedarwood Dr	Dead End
Northwood Place	Northwood Dr	Dead End Katherine Blvd
Nottingham Road	N Cheryl	
Oak Creek Place	Pear Orchard	Dead end Countrywood Dr
Oak Tree Drive	Hamilton Blvd	Meadowbrook Rd
Oakridge Drive	Old Canton Rd	
Oakwood Place	Cedarwood Dr	Dead End
Oakwood Street	N State St	Edgewood St
Office Park Drive	Lynwood Dr	Northside Dr
Overlook Place	Dead end	Dead end
Park Ave	N State St	Dead End Woodrow Wilson
Peace Street	Hull St	
Peach Orchard Street	Bailey Ave	Pleasant Ave
Pear Orchard Place	Pear Orchard	Dead end
Pickford Lane	E Sedgwick Ct	Dead end
Pine Bay Drive	Forest Ave	Pine Island Dr Lake of Pines Dr
Pine Island Drive	Watkins Dr	
Pine Street	Euclid Avenue	Arlington St Dead end @
Pleasant Avenue	Woodrow Wilson	Fortification
Pleasant Court	Bell St	Dead end
Polo Drive	St Andrews Dr	Dead end
Ponce de Leon Place	Serville Dr	Dead end

<u>Street</u>	<u>From</u>	<u>To</u>
Post Oak Road	Livingston Rd	Valley North Blvd
Presidential Drive	Hwy 49 @ Entrance	FD Roosevelt
Presto Lane	N State St	Highland Dr Woodrow Wilson
Prosperity Street	Hull St	E Manor Dr
Quail Run Drive	Meadowbrook Rd	Dead end
Raintree Place	Pear Orchard	W Ridgeway St
Randolph Street	Stonewall St	Dead End
Redbud Road	Eastover Dr	Dead End
Regency Court	E Manor Dr	Douglas Dr
Restbrook Drive	Eastbourne Pl	Lake Circle
Rhymes Place	Eastbourne Pl	Dead End
Richwood Drive	County Line Rd	Dead end
Rita Court	Rita Dr	Carley Dr
Rita Drive	JoAnne Dr	Cypress Trail
River Cove	Cypress Trail	Sedgwick Dr
Riveria Drive	S Canton Club Cir	Riverwood Dr
Riverwood Circle	Riverwood Dr	Private Gate
Riverwood Drive	Old Canton Rd	Randolph St
Roadway Street	Smith Robinson	Meadowbrook Rd
Robin Drive	Hawthorne Dr	Dead End
Rock Glen Place	Valley Ridge Dr	Dead End
Rondo Street	Woodrow Wilson	Warren
Roosevelt Circle	FD Roosevelt	Harding Dr
Roosevelt Place	RD Roosevelt	Dead End
S Canton Club Circle	Old Canton Rd	Sedgwick Will-O-Lake Dr
Sandlewood Drive	Will-O-Run Dr	Dead End
Sandridge Drive	Dead end	Dead end
Sedgwick Drive	Bridge @ Purple Cr	Clair St
Serville Drive	Manhattan Rd	Current @ Waxwing
Sharon Hills Drive	Will-o-Run Dr	

<u>Street</u>	<u>From</u>	<u>To</u>
Short Davis Street	Fortification St	E Davis St
Short unnamed	Fairwood Dr	Dead End
Sidway Street	Mill St	Lamar St
Skyline Drive	Ridgeway St	Dead End W Ridgeway St
Smith Robinson Street	Stonewall St	Dead End
Southwood Place	Cedarwood Dr	Dead End
Southwood Street	Dead end	Dead End
Spanish Court	West St	Lamar St
Springhill Circle	Pear Orchard	Pear Orchard
Springridge Drive	Pear Orchard	Kristen Dr
St Andrews Drive	Old Canton Rd	Dead end
St Andrews Place	St Andrews Dr	Dead end
St Regis Court	E Manor Dr	Dead End
Stillcreek	Barrier Pl	Lurline Dr
Stover Avenue	Miller Ave	Dead End James Davis Dr
Sylvia Street	Beasley Rd	Elms Court Cl
Tanglewood Place	Elms Court Cl	Elms Court Cl
Thackery Circle	E Sedgwick Ct	Dead end
Thomas Jefferson	LBJ	Ab Lincoln
Thornwood Place	Post Oak Rd	Dead End
Trawick Drive	Northside Dr	N Cheryl Dr
Valley Ridge Road	Post Oak Rd	Dead End
Vardaman Street	Rondo St	Bailey Ave
Vista Court	N Canton Club Cir	Dead end
W Bell Street	Pleasant Ave	Bailey Ave
W Cheryl Drive	Northside Dr	N Cheryl Dr
W Sedgwick Court	Sedgwick Dr	Dead end
Warren Harding Dr	FD Roosevelt	Dead End
Wedgewood Street	E Manor Dr	Southwood Rd
Whitehaven	TV Road	Raymond Rd
Will-O-Lake Drive	Will-O-Run Dr	Dead End
Will-O-Run Drive	Sandlewood Dr	Dead End

<u>Wilson Street</u>	<u>Kenner St</u>	<u>Livingston St</u>
<u>Street</u>	<u>From</u>	<u>To</u>
Wimbledon Drive	St Andrews Dr	Dead end
Windy Ridge Cove	Pear Orchard	Dead end
Wood Street	Maple St	Bell St
Woodgrove Cir	Sandlewood Dr	Dead End
Woodlark Drive	Southwood	Wedgewood
Woodward	Old Canton Rd	Dead end
Woodway Drive	N State St	Manhattan Rd

Engineer shall provide Basic and Additional Services as set forth below.

ARTICLE 1—BASIC SERVICES

1.01 Management of Engineering Services

- A. All phases of Engineer's services will include management of Engineer's Project-specific responsibilities, including but not limited to the following management tasks, whether separately tracked and itemized or included as being incidental to other phase and scope task items.
 1. Develop and submit an Engineering Services Schedule. The Engineering Services Schedule will:
 - a. be consistent with and serve as a supplement to the Schedule of Deliverables set forth in Exhibit B.
 - b. be updated on a regular basis, and as required to reflect any programmatic decisions by Owner.
 - c. include, but not be limited to, an anticipated sequence of tasks; estimates of task duration; interrelationships among tasks; milestone meetings and submittals; anticipated schedule of construction; and other pertinent Project events.
 2. Develop and submit detailed work plans from Exhibit A tasks.
 3. Coordinate services within Engineer's internal team, and with Subconsultants and Engineer's Subcontractors.
 4. Prepare for and participate in meetings with consultants and contractors working on other parts of the Project that may affect, or be affected by, Engineer's services or resulting construction.
 5. Prepare and submit monthly engineering services progress reports to the Owner. Include summary of services performed in period, expected progress in next period, percent completion of current tasks, and a description of major issues or concerns.

6. Special Invoicing: In addition to, or as a substitute for, Engineer's standard invoicing, provide the specified additional information or documentation, following the invoicing procedures indicated: Invoice will include a breakdown of services provided.
7. Conduct ongoing management tasks, including:
 - a. Maintaining communications records and files pertaining to or arising from Engineer's services;
 - b. With respect to Engineer's services and other directly relevant parts of the Project, prepare for and participate in periodic progress meetings with Owner to discuss progress, schedule, budget, issues, potential problems and their resolution; and
 - c. Preparing agendas prior to and minutes following all Engineer-led meetings.
- B. In all phases of Engineer's services, Engineer shall prepare draft and final Drawings in accordance with Engineer's CAD standards, using 2026 version Civil 3D software.
- C. The source documents for the draft and final Specifications in all phases of Engineer's services will be Engineer's standard specifications, unless otherwise mutually agreed upon by the parties.
- D. After acceptance by Owner of the Report and any other Study and Report Phase deliverables (if Engineer's services under this Agreement included Study and Report Phase services); selection by Owner of a recommended solution; issuance by Owner of any instructions for use of Project Strategies, Technologies, and Techniques, or for inclusion of sustainable features in the design, or enhanced resiliency of the design; indication by Owner of any specific modifications or changes in the scope, extent, character, or design requirements of the Project desired by Owner; and any necessary changes, refinements, and supplementation of the Baseline Information set forth at the beginning of this Exhibit A, Engineer and Owner shall discuss, resolve, and document in writing any necessary revisions to Engineer's scope of services, compensation (through application of the provisions regarding Additional Services, or otherwise), and the time for completion of Engineer's services, resulting from the selected solution, related Project Strategies, Technologies, or Techniques, sustainable design and resiliency instructions, specific modifications to the Project, or changes, refinements, or supplementation of the Baseline Information.
- E. Upon written authorization from Owner, Engineer shall:
 1. Review and assess all available Project information and data, including any pertinent reports or studies (whether prepared by Engineer or others) and any related instructions from Owner.
 2. Based on the threshold review and assessment of available information and data, advise Owner of any need for Owner to obtain, furnish, or otherwise make available to Engineer any additional information and data, for Engineer's use in the preparation of a Preliminary Design Phase Report.
 3. Prepare a Preliminary Design Phase Report in the following format: This may consist of the listing of the necessary documents required for the final design.

4. The Preliminary Design Phase Report will consist of final design criteria, and written descriptions of the Project. The Preliminary Design Phase Report will consider the following matters to the extent applicable to the Project and as necessary to establish the basis of design for proceeding to final design and construction:
 - a. The Project concept, intent, performance criteria, desired outcomes, Owner's standards and Owner directed improvements and facility elements as established in the Study and Report Phase and as expressly set forth in the Baseline Information section of this Exhibit A (collectively the "Project Goals").
 - b. Recommended appropriate design criteria for each primary portion and significant discipline of the design necessary to address the Project Goals.
 - c. Site conditions and characterization as known at the time of, or to be determined during, the Preliminary Design Phase, including topography; subsurface information; Constituents of Concern; cultural, historical, and archaeological resources at the Site; wetlands information; and evaluations of flora and fauna that may be affected by the Project.
 - d. The time schedule for completion of the Project in accordance with Project Goals, including any recommended changes to the time required to complete the Final Design Phase (as set forth in Exhibit B, Deliverables Schedule) and estimated schedule(s) for construction.
 - e. Identification of major items of materials and equipment, rationale for selection with consideration of quality, suitability, pricing, sourcing, regulatory, and bidding issues affecting recommended selection.
 - f. Opinions of probable Construction Cost.
 - g. Construction Phase quality assurance and quality control needs affecting development of Drawings and Specifications and other Final Design and Bidding Phase documents.
 - h. The effect of permits and authorizations by other entities and utility coordination needs on the Project.
 - i. Other matters and information pertinent to addressing the Project Goals.
5. Visit the Site as needed to prepare the Preliminary Design Phase Report.
6. If at any point in the Preliminary Design Phase it becomes apparent to Engineer that additional reports, data, information, or services of the types described in Article 2 are necessary, then so advise Owner, and assist Owner in obtaining such reports, data, information, or services.
7. Above-Ground Utilities
 - a. Review above-ground utilities information obtained from Owner and from observations at the Site.

- b. Make recommendations regarding any further identification, investigation, and mapping of above-ground utilities at or adjacent to the Site, for Engineer's design purposes or otherwise.
 - c. Account for above-ground utilities, based on available information, when advancing design during the Preliminary Design Phase.
8. Underground Facilities
- a. Review Underground Facilities data furnished by Owner. Assist Owner in reducing and managing risks associated with Underground Facilities by working together with Owner to jointly establish a procedure ("Underground Facilities Procedure") for the further identification, investigation, and mapping of Underground Facilities at or adjacent to the Site, using ASCE 38, "Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data," as a basis for establishing such Underground Facilities Procedure.
 - b. Such Underground Facilities Procedure must take into account the Site and the nature of the Project.
 - c. Use the Underground Facilities Procedure to aid in the performance of design services:
 - 1) Account for Underground Facilities, based on available information, when advancing the design during the Preliminary Design Phase.
 - 2) The Underground Facilities Procedure will include a plan to keep Underground Facilities information current as Engineer proceeds with the provision of design services, and to add new or relocated Underground Facilities information to the base utility or Site drawings.
 - 3) To manage the potential impact of design changes on Underground Facilities, Engineer shall work together with Owner to modify or reapply the Underground Facilities Procedure as the design progresses and changes.
9. Mitigation of Utilities Conflicts
- a. Identify potential conflicts between the Project (including existing and new facilities and structures) and above-ground utilities and Underground Facilities as reviewed in Exhibit A Paragraphs 1.02.B.8 and 9 above, and advise Owner regarding the need for resolution of such conflicts with utility and Underground Facilities owners and permit agencies. Identify the potential need for the relocation of existing above-ground utilities and Underground Facilities.
 - b. Update the Underground Facilities Procedure as necessary for any Underground Utilities conflicts and relocations.
 - c. Working together with Owner, jointly identify which specific parties or other entities will be responsible for implementation of the various specific parts of the Underground Facilities Procedure (including those parts that address

resolution of Underground Facilities conflicts), and for resolution of above-ground utilities conflicts. Such identification will take into account Owner's authority and standing, as owner of the Site, with respect to Underground Facilities and above-ground utilities.

- 1) To the extent that Owner and Engineer agree that in addition to performing the design-related obligations set forth in Exhibit A Paragraphs 1.02.B.8 and 9, Engineer will also implement any non-design part of the Underground Facilities Procedure (including resolution of Underground Facilities conflicts), or undertake resolution of above-ground utilities conflicts, such additional duties will be Additional Services under Article 2 of this Exhibit A.

10. Surveys, Topographic Mapping, and Utility Documentation

- a. Coordinate with Owner's utility engineer, utility consultant, or land surveyor for the necessary field surveys, topographic mapping, and utility documentation required for Engineer's design purposes, or by the Underground Facilities Procedure.
 - b. If no scope of work and procedure for utility documentation has been established, selected, or authorized, then at a minimum Engineer will contact utility owners and obtain available information. Except as otherwise provided in this Agreement, Owner acknowledges that the information gathered from utility owners may be incorrect, incomplete, outdated, or otherwise flawed, and as to Engineer, bidders, and Contractor, the Owner accepts all associated risks. Owner reserves all associated rights as to recourse against the sources of such flawed information and against third parties.
11. Prepare initial draft of a comprehensive permit document that identifies Owner's permit duties, Engineer's permit duties, and Contractor's permit duties, and the schedule for permitting activities.
12. Obtain Owner's instructions regarding Owner's procurement of construction services (including instructions regarding advertisements for bids, instructions to bidders, and requests for proposals, as applicable), Owner's construction contract practices and requirements, insurance and bonding requirements, electronic transmittals during construction, and other information necessary for the finalization of Owner's Bidding/Proposal Documents and Front-End Construction Contract Documents.
- a. Also obtain copies of Owner's standard Bidding/Proposal Documents and Front-End Construction Contract Documents (if other than the EJCDC 2018 Construction Series documents), and any other related documents or content for Engineer to include in drafts of the Project-specific Bidding/Proposal Documents and Front-End Construction Contract Documents, when applicable.
 - b. Review Owner's instructions regarding procurement, bidding and contracting of construction services with respect to effects on the Project

design, schedule and construction and address as needed in the Preliminary Design Phase deliverables.

13. Prepare the Preliminary Design Phase Report. This Report will consist of, as appropriate, separate or combined submittals in whole or summary, the Preliminary Design Phase documents listed in Exhibit A Paragraph 1.02.B.4, and Engineer's findings and recommendations for advancing the Project to the Final Design Phase (including Engineer's findings and recommendations, if any, regarding permitting, utilities, and Underground Facilities). The submittal will be in the format of a report, or otherwise organized and assembled for ease and practicality of use.
 - a. Based on the information contained in the Preliminary Design Phase documents, prepare a revised opinion of probable Construction Cost, and on the basis of information furnished by Owner, assist Owner in tabulating the various cost categories which comprise Total Project Costs.
 - b. Engineer will meet with Owner to discuss the draft Preliminary Design Phase submittal and receive Owner's comments.
14. Perform or provide the following other Preliminary Design Phase tasks or deliverables:
 - a. *Perform field reconnaissance of the listed streets to verify general street limits, apparent pavement condition, curb and gutter presence, roadside ditch conditions, and visible reconstruction or drainage concerns.*
 - b. *Review and validate the Owner-provided street list and develop an updated planning-level street inventory, including approximate street lengths, limits, and preliminary classification.*
 - c. *Classify streets into anticipated improvement categories, including resurfacing, enhanced resurfacing, and reconstruction-level improvements.*
 - d. *Develop preliminary assumptions for mill and overlay, base repair, ADA improvements, drainage/ditch improvements, and reconstruction.*
 - e. *Coordinate with survey and geotechnical subconsultants to define planning-level survey and geotechnical scopes.*
 - f. *Develop preliminary construction packaging assumptions, including anticipated resurfacing packages and reconstruction/enhanced improvement package.*
 - g. *Prepare preliminary opinion of probable construction cost by package or improvement category.*
 - h. *Identify streets or segments requiring additional survey, geotechnical investigation, drainage evaluation, or reconstruction-level design.*
15. Furnish the Preliminary Design Phase Report, opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables to Owner pursuant to

the requirements of the Deliverables Schedule in Exhibit B and review the deliverables with Owner.

16. Revise the Report and any other deliverables in response to Owner's comments, as appropriate, and submit revised deliverables pursuant to the Deliverables Schedule.

F. Engineer's services under the Preliminary Design Phase will be considered complete on the date when Engineer has delivered to Owner the final Preliminary Design Phase Report (as revised) and associated documents, revised opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables.

1.02 Final Design Phase

A. After acceptance by Owner of the Preliminary Design Phase Report and any other Preliminary Design Phase deliverables; issuance by Owner of any instructions for specific modifications or changes in the scope, extent, character, or design requirements of the Project desired by Owner; and any necessary changes, refinements, and supplementation of the Baseline Information set forth at the beginning of this Exhibit A, Engineer and Owner shall discuss, resolve, and document any necessary revisions to Engineer's scope of services, compensation (through application of the provisions regarding Additional Services, or otherwise), and the time for completion of Engineer's services, resulting from specific modifications to the Project, or changes, refinements, or supplementation of the Baseline Information.

1. The number of prime contracts for Work designed or specified by Engineer upon which the Engineer's compensation has been established under this Agreement is **6 packages (5 resurfacing + 1 construction)**. If more prime contracts are awarded, Engineer shall be entitled to an equitable increase in its compensation under this Agreement.
2. If more than one prime construction contract is to be awarded for the Work designed or specified by Engineer, then Owner shall define and set forth (in an exhibit to this Agreement, or in a subsequent document) the duties, responsibilities, and limitations of authority of a person or entity that will have authority and responsibility for coordinating the activities among the various prime Contractors, and any resulting changes in the duties, responsibilities, and authority of Engineer.
3. In the event that the Work designed or specified by Engineer is to be performed or furnished under more than one prime construction contract, or if Engineer's services are to be separately sequenced with the work of one or more separate design professional consultants or prime Contractors (such as in the case of fast-tracking), Owner and Engineer shall, prior to commencement of the Final Design Phase, develop a schedule for performance of Engineer's services during the Final Design, Bidding/Proposal, Construction, and Post-Construction Phases in order to sequence and coordinate properly such services as are applicable under such separate prime construction contracts. This schedule is to be prepared and included in or become an amendment to Exhibit A whether or not the work under such construction contracts is to proceed concurrently.

- B. Upon written authorization from Owner, Engineer shall prepare final Drawings and Specifications indicating the scope, extent, and character of the Work to be performed and furnished by Contractor, in accordance with the Preliminary Design Phase Report (as revised) and other Preliminary Design Phase deliverables. As part of the preparation of the Drawings and Specifications, Engineer shall prepare interim drafts and final Drawings and Specifications as follows, pursuant to the Deliverables Schedule in Exhibit B:
 - 1. First Final Design Phase draft of all Drawings and Specifications.
 - 2. Second Final Design Phase draft of all Drawings and Specifications, addressing Owner comments and including appropriate design advancement.
 - 3. Final Drawings and Specifications that address Owner comments; complete the design; are suitable for estimating and pricing by prospective Contractors; and are complete and ready for construction.
- C. In preparing the Specifications (and any bidding, contract, or other documents that are part of Engineer's scope of services), Engineer shall obtain from Owner or Owner's legal counsel any relevant constraints such as requirements for use of domestic steel and iron, other domestic purchasing requirements, statutory restrictions on utilizing proprietary specifying methods, and the like, and comply with or account for such constraints in drafting Specifications, Bidding/Proposal Documents, and other Project documents.
- D. Engineer shall prepare or assemble draft Bidding/Proposal Documents and Front-End Construction Contract Documents as follows:
 - 1. Such documents will be based on the 2018 EJCDC Construction Documents, and on the specific bidding or Contractor selection-related instructions and forms, contract forms, text, or other content received from Owner.
 - 2. When Engineer is required to use other than the 2018 EJCDC Construction Documents, then as required in the Preliminary Design Phase Owner will furnish to Engineer a copy of the required documents to be used for the Project's Bidding/Proposal Documents and Front-End Construction Contract Documents. Prior to the first Final Design Phase submittal, Engineer will review the bidding and contracting documents furnished by Owner and provide comments to Owner. Engineer will meet with Owner to discuss Engineer's comments. Owner will consider Engineer's recommendations to revise Owner's documents for the Project.
 - 3. Engineer will furnish to Owner, for review by Owner's legal counsel, the draft Bidding/Proposal Documents and Front-End Construction Contract Documents. Owner and Owner's legal counsel must transmit to Engineer, in a timely manner, one coordinated set of comments and revisions to the draft documents.
- E. During the Final Design Phase the Engineer shall continue to account for above-ground utilities and Underground Facilities as the design advances and is finalized. This may include:

1. performing the services assigned to Engineer under the Underground Facilities Procedure described in Exhibit A Paragraph 1.03 above, including but not limited to the design-related tasks in Exhibit A Paragraph 1.03.B.9.
 2. addressing required and proposed activities or mitigations identified in the analysis of utilities and by the Underground Facilities Procedure as having an impact on the final design, and considering such in preparing the Drawings and Specifications.
- F. Engineer shall perform or furnish the following other Final Design Phase services:
1. Visit the Site as needed to assist in preparing the final Drawings and Specifications.
 2. Advise Owner of any recommended adjustments to the opinion of probable Construction Cost. Furnish to Owner an updated opinion of probable Construction Cost with the interim and final deliverables of the Drawings and Specifications.
 3. After consultation with Owner, include in the Front-End Construction Contract Documents any Electronic Document Protocol addressing specific protocols for the transmittal of Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website.
 4. Assist Owner in assembling known reports and drawings of Site conditions, and in identifying the technical data contained in such reports and drawings upon which bidders or other prospective contractors may rely.
 5. Review the preliminary schedule for the Construction Phase and advise Owner when initial understanding of the Construction Contract Times must or should be revised, and furnish Owner with recommendations on revisions to the proposed Construction Contract Times.
 6. Engineer's project manager and other appropriate staff will participate in the following meetings and conference calls:
 - a. First draft design review meeting at Owner's office.
 - b. Second draft design review meeting at Owner's office.
 - c. Engineer will prepare and distribute minutes of each such meeting and conference call, indicating attendees, topics discussed, decisions made, and action items for follow-up.
 7. Perform or provide the following other Final Design Phase activities or deliverables:
 - a. Deliver Advertisement and Front-End Documents to Owner's legal counsel prior to Second draft design review meeting at Owner's office.
 - b. **Resurfacing Packages (5 anticipated – Preliminary / Programmatic Level Design):**
Resurfacing design is based on limited field reconnaissance and available data. It is assumed that 70% of the streets will be included in the Resurfacing

packages. No detailed topographic survey will be performed for resurfacing streets. Quantities and limits are approximate and intended for program-level budgeting and packaging. Deliverables for resurfacing packages will be developed to an approximate 60% design level and will include:

- 1) Programmatic framework for resurfacing package development
 - 2) Typical sections for resurfacing treatments
 - 3) Key maps, exhibit maps, and package limits
 - 4) Street lists and limits of work
 - 5) Quantity estimates based on available data and limited field verification
 - 6) Preliminary (planning-level) construction cost estimates
 - 7) Assembly of bid packages for Owner review
 - 8) Resurfacing package design **will not include** the following unless otherwise authorized as Additional Services:
 - 9) ADA ramp design
 - 10) Traffic Control Plans (TCP)
 - 11) Detailed drainage design
 - 12) Full plan and profile sheets
 - 13) Detailed utility coordination beyond available information
- c. **Reconstruction Package (1 anticipated – Full Design):**
- 1) Deliverables for the reconstruction package will be developed to a full design level and will include:
 - 2) Detailed plan and profile sheets
 - 3) Roadway geometry and vertical alignment design
 - 4) Pavement structural design based on geotechnical recommendations
 - 5) Drainage design, including storm sewer systems, culverts, and hydraulic evaluation where required
 - 6) Grading plans and ditch re-establishment where applicable
 - 7) Utility coordination based on available information and field conditions
 - 8) Standard details and technical specifications
 - 9) Quantity estimates and final opinion of probable construction cost
 - 10) Preparation of bid-ready construction documents
 - 11) Reconstruction design will be developed based on full topographic survey and geotechnical investigation for identified streets or segments requiring reconstruction-level improvements.

- d. The level of design effort will vary based on the classification of each street as determined during the Preliminary Design Phase. Streets identified for resurfacing will receive program-level design as described above, while streets identified for reconstruction will receive full design services. Streets not initially identified for reconstruction that are later determined to require reconstruction-level improvements due to field conditions, insufficient pavement structure, or Owner direction will be treated as Additional Services.

G. Engineer shall complete the Final Design Phase as follows:

1. Pursuant to the requirements of the Deliverables Schedule in Exhibit B, furnish for review by Owner, its legal counsel, and other advisors, the final Drawings and Specifications (as set forth in Exhibit A Paragraph 1.04.B.3 above); assembled drafts of other Construction Contract Documents including the draft Front-End Construction Contract Documents; the draft Bidding/Proposal Documents; the most recent opinion of probable Construction Cost; and any other Final Design Phase deliverables, and review the deliverables with Owner.
2. Revise the final Design Phase deliverables in response to Owner's comments, as appropriate, and submit revised deliverables pursuant to the Deliverables Schedule.
3. Engineer's services under the Final Design Phase will be considered complete on the date when Engineer has delivered to Owner the final Drawings and Specifications; assembled drafts of the Front-End Construction Contract Documents; the draft Bidding/Proposal Documents; and any other Final Design Phase deliverables, as revised.

1.03 Bidding/Proposal Phase

- A. After acceptance by Owner of the final Drawings and Specifications; assembled drafts of other Construction Contract Documents, including the draft Front-End Construction Contract Documents; the draft Bidding/Proposal Documents; the most recent opinion of probable Construction Cost as determined in the Final Design Phase, and any other Final Design Phase deliverables, and upon written authorization by Owner to proceed, Engineer shall:
 1. Assist Owner in advertising for and obtaining bids or proposals for the Work; assist Owner in issuing assembled Bidding/Proposal Documents and proposed Construction Contract Documents to prospective contractors; if applicable, maintain a record of prospective contractors to which documents have been issued; attend pre-bid conferences, if any; and receive and process contractor deposits or charges, if any, for the issued documents.
 - a. Engineer shall deliver three complete, hard copy sets of Construction Contract Documents prior to the first date of the advertisement of the Invitation for Bids.
 - b. Owner will place advertisements in the appropriate newspaper(s) and provide a complete set of Construction Contract Documents to the Owner's Plan Room manager prior to the advertisement of the Invitation for Bids.

2. Prepare and issue addenda as appropriate to clarify, correct, or change the issued documents. Obtain Owner's concurrence on any Addenda that modify the Bidding Documents. Obtain prior concurrence when possible.
3. If the issued documents require, the Engineer shall evaluate and determine the acceptability of "or equals" and substitute materials and equipment proposed by prospective contractors, provided that such proposals are allowed by the bidding-related documents (or requests for proposals or other construction procurement documents) prior to award of contracts for the Work. Services under this paragraph are subject to the provisions of Exhibit A Paragraph 2.01.A.2.
4. Attend the bid opening; prepare bid tabulation sheets; and assist Owner in evaluating bids or proposals, assembling final Construction Contracts for the Work for execution by Owner and Contractor, and in preparing notices of award to be issued by Owner for such contracts.
5. Provide information or assistance needed by Owner in the course of any review of bids, proposals, or negotiations with prospective contractors.
6. Consult with Owner as to the qualifications of prospective contractors.
7. Consult with Owner as to the qualifications of subcontractors, suppliers, and other individuals and entities proposed by prospective contractors, for those portions of the Work as to which review of qualifications is required by the issued documents.
8. If Owner engages in negotiations with bidders or proposers, assist Owner with respect to technical and engineering issues that arise during the negotiations.
9. Perform or provide the following other Bidding/Proposal Phase tasks or deliverables:
 - a. Upon award of the Construction Contract, the Engineer shall furnish to Owner five executed copies of the Contract Documents and one electronic copy of the signed documents, including Drawings and Specifications.
10. The Bidding/Proposal Phase will be considered complete upon award of Construction Contracts for the Work and commencement of the Construction Phase, or upon cessation of negotiations with prospective contractors.

1.04 Construction Phase

- A. After completion of the Final Design Phase and concurrent with the Bidding/Proposal Phase, and after issuance by Owner of any instructions for specific modifications or changes in the scope, extent, character, design, schedule, number of prime construction contracts, and other construction requirements of the Project during the Construction Phase desired by Owner, the Engineer and Owner shall discuss, resolve, and document any necessary revisions to Engineer's scope of services or compensation (through application of the provisions regarding Additional Services, or otherwise), or the time for completion of Engineer's services, resulting from specific modifications to the Project.
 1. Engineer shall be responsible only for those Construction Phase services expressly required of Engineer in Exhibit A Paragraph 1.06, as duly modified.

With the exception of such expressly required services, Engineer shall have no design, Submittal (including Shop Drawing) review, or other obligations during construction, and Owner assumes all responsibility for providing or arranging for all other necessary Construction Phase administrative, engineering, and professional services.

2. Owner waives all claims against Engineer and its officers, directors, members, partners, agents, employees, and Subconsultants, and Engineer's Subcontractors, that may be connected in any way to Construction Phase administrative, engineering, or professional services except for those services that are expressly required of Engineer in Exhibit A. Notwithstanding the foregoing waiver, Engineer shall be responsible for any professional opinions and interpretations provided by Engineer to Owner during the Construction Phase or Post-Construction Phase, including interpretations or clarifications of the Construction Contract Documents.
- B. Upon successful completion of the Bidding/Proposal Phase, and upon written authorization from Owner, Engineer shall provide the following services:
1. General Administration of Construction Contract: Consult with Owner and act as Owner's representative as provided in this Agreement and the Construction Contract. Unless otherwise set forth in the scope of Basic Services (as duly modified), the extent and limitations of the duties, responsibilities, and authority of Engineer shall be as assigned in EJCDC® C-700, Standard General Conditions of the Construction Contract (2018) or other construction general conditions specified in this Agreement. Except as otherwise provided in the Construction Contract, Owner's communications to Contractor will be issued through Engineer.
 - a. If the responsibilities of Engineer as set forth in the Construction Contract are greater than those Construction Phase services expressly required of Engineer in Exhibit A Paragraph 1.06, as duly modified, then Owner shall either (1) expand the scope of the Construction Phase services to match those of the Construction Contract, and compensate Engineer for any related increases in the cost to provide Construction Phase services, pursuant to the provisions for compensating Additional Services, or (2) identify a qualified individual or entity (other than Engineer) responsible for the additional responsibilities in the Construction Contract.
 - b. If Owner, or Owner and Contractor, modify the duties, responsibilities, and authority of Engineer in the Construction Contract, or modify other terms of the Construction Contract having a direct bearing on Engineer, or if Owner requires Engineer's services for construction that extends longer than the anticipated Construction Contract Times, then Owner shall compensate Engineer for any related increases in the cost to provide Construction Phase services, pursuant to the provisions for compensating Additional Services.
 - c. Engineer shall not be required to furnish or perform services contrary to Engineer's responsibilities as a licensed professional.

2. Resident Project Representative (RPR): Provide the services of an RPR at the Site to assist Engineer and to provide more extensive observation of Contractor's Work. Duties, responsibilities, and authority of the RPR are as set forth in Exhibit D. The furnishing of such RPR's services will not limit, extend, or modify Engineer's responsibilities or authority except as expressly set forth in Exhibit D.
3. Selection of Independent Testing Laboratory: Assist Owner in the selection of an independent testing laboratory to perform required testing services.
4. Pre-Construction Conference: Participate in and chair a pre-construction conference prior to commencement of Work at the Site; prepare and distribute agenda for the conference and prepare and distribute minutes of such conference.
5. Electronic Transmittal Protocols: If the Construction Contract does not establish protocols for transmittal of Electronic Documents by Electronic Means, then Owner, Engineer, and Contractor shall jointly develop such protocols.
6. Original Documents: Maintain and safeguard during the Construction Phase at least one original printed record version of the Construction Contract Documents, including Drawings and Specifications signed and sealed by Engineer and other design professionals in accordance with applicable Laws and Regulations. Throughout the Construction Phase, make such original printed record version of the Construction Contract Documents available to Contractor and Owner for review.
7. Schedules: Receive, review, and, subject to the criteria of the Construction Contract, determine the acceptability of any and all schedules that Contractor is required to submit to Engineer, including the progress schedule, schedule of submittals, and schedule of values. Advise Contractor in writing of Engineer's comments or acceptance of schedules.
 - a. Schedules will be acceptable to Engineer as to form and substance:
 - 1) Progress Schedule: if it provides an orderly progression of the Work to completion within the Contract Times. Such acceptance will not impose on Engineer responsibility for the Progress Schedule, for sequencing, scheduling, or progress of the Work, nor interfere with or relieve Contractor from Contractor's full responsibility therefor.
 - 2) Contractor's Schedule of Submittals: if it provides a workable arrangement for reviewing and processing the required Submittals.
 - 3) Contractor's Schedule of Values: if it provides a reasonable allocation of the Contract Price to the component parts of the Work.
8. Baselines and Benchmarks: As appropriate, establish baselines and benchmarks for locating the Work which in Engineer's judgment are necessary to enable Contractor to proceed.
9. Permits: Provide Owner with copies of technical information and supporting data previously obtained or developed by Engineer for Owner's use, or for Owner to provide to Contractor, in obtaining required permits and licenses delegated to Contractor by Owner.

10. Visits to Site and Observation of Construction: In connection with observations of Contractor's Work while it is in progress:

- a. Make visits to the Site at intervals appropriate to the various stages of the Work, as Engineer deems necessary, to observe as an experienced and qualified design professional, the progress of Contractor's executed Work. Such visits and observations by Engineer, including its RPR, if any, are not intended to be exhaustive or to extend to every aspect of the Work or to involve detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement and the Construction Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on Engineer's exercise of professional judgment, as assisted by its RPR, if any. Based on information obtained during such visits and observations, Engineer will determine in general if the Work is proceeding in accordance with the Construction Contract Documents, and Engineer shall keep Owner informed of the progress of the Work. Engineer will make a report of Engineer's visit, summarizing Engineer's general observations and any significant findings.
- b. The purpose of Engineer's visits to the Site, and representation by the Resident Project Representative, if any, at the Site, will be to enable Engineer to better carry out the duties and responsibilities assigned to by this Agreement and undertaken by Engineer during the Construction Phase, and, in addition, by the exercise of Engineer's efforts as an experienced and qualified design professional, to provide for Owner a greater degree of confidence that the completed Work will conform in general to the Construction Contract Documents and that Contractor has implemented and maintained the integrity of the design concept of the completed Project as a functioning whole as indicated in the Construction Contract Documents. Engineer will not, during such visits or as a result of such observations of the Work, supervise, direct, or have control over the Work, nor will Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, for security or safety at the Site, for safety precautions and programs incident to any Constructor's work in progress, for the coordination of the Constructors' work or schedules, nor for any failure of any Constructor to comply with Laws and Regulations applicable to furnishing and performing of its work. Accordingly, Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish or perform the Work, or any portion of the Work, in accordance with the Construction Contract Documents.
- c. These site visits must be at least monthly and the Engineer must document all visits to the project with copies furnished to the Owner.

11. Defective Work: If, on the basis of Engineer's observations or as indicated in documentation available to Engineer, Engineer believes that any part of the Work is defective under the terms and standards set forth in the Construction Contract Documents, Engineer will promptly issue written notice to Contractor (with copy

to Owner) of such defective Work. Such notice will communicate the scope, extent (to Engineer's understanding) of defect, and associated provisions of the Construction Contract Documents.

- a. Provide recommendations to Owner regarding whether Contractor should correct such Work or remove and replace such Work, or whether Owner should consider accepting the defective Work in accordance with the provisions of the Construction Contract Documents. Engineer shall give notice to Contractor regarding whether the defective Work should be repaired, replaced, or will be accepted by Owner.
 - b. However, Engineer's authority to provide this information to Owner or Engineer's decision to exercise or not exercise such authority will not give rise to a duty or responsibility of the Engineer to Contractors, Subcontractors, material and equipment suppliers, their agents or employees, or any other person(s) or entities performing any of the Work, including but not limited to any duty or responsibility for Contractors' or Subcontractors' safety precautions and programs incident to the Work.
12. **Compatibility with Design Concept:** If Engineer has express knowledge that a specific part of the Work that is not defective under the terms and standards set forth in the Construction Contract Documents is nonetheless not compatible with the design concept of the completed Project as a functioning whole, then inform Owner of such incompatibility, and provide recommendations for addressing such Work.
 13. **Clarifications and Interpretations:** Accept from Contractor and Owner submittal of all matters in question concerning the requirements of the Construction Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Construction Contract Documents. With reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Construction Contract Documents.
 14. **Non-reviewable Matters:** If a submitted matter in question concerns the Engineer's performance of its duties and obligations, or terms and conditions of the Construction Contract Documents that do not involve (a) the performance or acceptability of the Work under the Construction Contract Documents, (b) the design (as set forth in the Drawings, Specifications, or otherwise), or (c) other engineering or technical matters, then Engineer will promptly give written notice to Owner and Contractor that Engineer will not provide a decision or interpretation.
 15. **Field Orders:** Subject to any limitations in the Construction Contract Documents, Engineer may prepare and issue Field Orders requiring minor changes in the Work.
 16. **Change Orders and Work Change Directives:** Recommend Change Orders and Work Change Directives to Owner, as appropriate, and prepare Change Orders and Work Change Directives as required.

17. Change Proposals and Claims

- a. Review and respond to Change Proposals. Review each duly submitted Change Proposal from Contractor and, within 30 days after receipt of the Contractor's supporting data, either deny the Change Proposal in whole, approve it in whole, or deny it in part and approve it in part. Such actions must be in writing, with a copy provided to Owner and Contractor. If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties that the Engineer will not resolve the Change Proposal.
- b. Provide information or data to Owner regarding engineering or technical matters pertaining to Claims.

18. Differing Site Conditions: Respond to any notice from Contractor of differing site conditions, including conditions relating to Underground Facilities such as utilities, and hazardous environmental conditions. Promptly conduct reviews and prepare findings, conclusions, and recommendations for Owner's use subject to limitations of Engineer's obligations under this Agreement.

19. Contractor's Submittals: Review and approve or take other appropriate action with respect to required Contractor Submittals, but only to determine if the items covered by the Submittals will, after installation or incorporation in the Work, comply with the requirements of the Construction Contract Documents, and for compatibility with the design concept of the completed Project as a functioning whole as indicated by the Construction Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto. Engineer shall meet any Contractor's Submittal schedule that Engineer has accepted.

20. Substitutes and "Or-equals": Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor, but subject to the provisions of Exhibit A Paragraph 2.01.A.2.

21. Inspections and Tests

- a. Receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Construction Contract Documents. Engineer's review of such certificates will be for the purpose of determining whether the results certified indicate compliance with the Construction Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Construction Contract Documents. Engineer shall be entitled to rely on the results of such inspections and tests.
- b. Reply to Contractor requests for written concurrence that specific portions of the Work that are to be inspected, tested, or approved may be covered.
- c. Issue written requests to Contractor that specific portions of the Work remain uncovered.

- d. As deemed reasonably necessary, request that Contractor uncover Work that is to be inspected, tested, or approved.
 - e. Pursuant to the terms of the Construction Contract, require additional inspections or testing of the Work, whether or not the Work is fabricated, installed, or completed.
22. Contractor's Applications for Payment: Based on Engineer's observations as an experienced and qualified design professional and on review of Applications for Payment and accompanying supporting documentation:
- a. Determine the amounts that Engineer recommends Contractor be paid. Recommend reductions in payment (set offs) based on the provisions for set offs stated in the Construction Contract. Such recommendations of payment will be in writing and will constitute Engineer's representation to Owner, based on such observations and review, that, within the limits of Engineer's knowledge, information and belief, Contractor's Work has progressed to the point indicated, the Work is generally in accordance with the Construction Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Construction Contract Documents, and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work. In the case of unit price Work, Engineer's recommendations of payment will include final determinations of quantities and classifications of the Work (subject to any subsequent adjustments allowed by the Construction Contract Documents).
 - b. By recommending payment, Engineer shall not thereby be deemed to have represented that observations made by 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 Contractor's Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment including final payment will impose on Engineer responsibility to supervise, direct, or control the 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 and Regulations applicable to Contractor's furnishing and performing the Work. It will also not impose responsibility on Engineer to make any examination to ascertain how or for what purposes Contractor has used the money paid to Contractor by Owner; to determine that title to any portion of the Work, including materials or equipment, has passed to Owner free and clear of any liens, 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.

23. **Contractor's Completion Documents:** Receive from Contractor, review, and transmit to Owner maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance required by the Construction Contract Documents, certificates of inspection, tests and approvals, and Shop Drawings, Samples, and other data approved as provided under Exhibit A Paragraph 1.06.B.20. Receive from Contractor and review the annotated record documents which are to be assembled by Contractor in accordance with the Construction Contract Documents to obtain final payment. The Engineer shall prepare Record Drawings and furnish such Record Drawings to Owner.
24. **Substantial Completion:** Promptly after notice from Contractor that Contractor considers the entire Work ready for its intended use, visit the Site in company with Owner and Contractor to review the Work and determine the status of completion. Follow the procedures in the Construction Contract regarding the preliminary certificate of Substantial Completion, punch list of items to be completed, Owner's objections, notice to Contractor, and issuance of a final certificate of Substantial Completion. Assist Owner regarding any remaining engineering or technical matters affecting Owner's use or occupancy of the Work following Substantial Completion.
25. **Completion and Acceptability of the Work:** After notice from Contractor that the Work is complete:
 - a. visit the Site with Owner and Contractor to determine if the Work is in fact complete and acceptable;
 - b. notify Contractor of any part of the Work that is found during the visit to be incomplete or defective, and subsequently confirm that Contractor has corrected any such deficiencies;
 - c. follow the procedures in the Construction Contract regarding review and response to Contractor's application for final payment and accompanying documentation; and
 - d. if Engineer is satisfied that the Work is complete and acceptable, provide a notice to Owner and Contractor using EJCDC® C-626, Notice of Acceptability of Work (attached as Exhibit E), stating that the Work is acceptable (subject to the provisions of the Notice and this Exhibit A) within the limits of Engineer's knowledge, information, and belief, and based on the extent of the services provided by Engineer under this Agreement.
26. **Standards for Certain Construction-Phase Decisions:** Engineer will render decisions regarding the requirements of the Construction Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth in the Construction Contract for initial interpretations, Change Proposals, and acceptance of the Work. In rendering such decisions and judgments, Engineer will not show partiality to Owner or Contractor, and will not be liable to Owner, Contractor, or others in connection with any proceedings, interpretations, decisions, or judgments conducted or rendered in good faith.

- C. Duration of Construction Phase: The Construction Phase will commence with the execution of the first Construction Contract for the Project or any part thereof and will terminate upon written recommendation by Engineer for final payment to Contractor. If the Project involves more than one prime contract as indicated in Exhibit A Paragraph 1.04.A.1, then Construction Phase services may be rendered at different times in respect to the separate contracts. Subject to the provisions of Article 3, Engineer shall be entitled to an equitable increase in compensation if Construction Phase services (including Resident Project Representative services, if any) are required after the original date for completion and readiness for final payment of Contractor as set forth in the Construction Contract.

1.05 Post-Construction Phase

- A. Upon written authorization from Owner during the Post-Construction Phase, Engineer shall:
 - 1. Together with Owner, visit the Project to observe any apparent defects in the Work, make recommendations as to replacement or correction of defective Work, if any, or the need to repair of any damage to the Site or adjacent areas, and assist Owner in consultations and discussions with Contractor concerning correction of any such defective Work and any needed repairs.
 - 2. Together with Owner, visit the Project within one month before the end of the Construction Contract's correction period to ascertain whether any portion of the Work or the repair of any damage to the Site or adjacent areas is defective and therefore subject to correction by Contractor.
 - 3. Perform or provide the following other Post-Construction Phase tasks or deliverables:
 - a. None.
- B. The Post-Construction Phase services may commence during the Construction Phase and, if not otherwise modified in this Exhibit A, will terminate 12 months after the commencement of the Construction Contract's correction period.

and

WHEREAS, the terms of the Agreement are the Engineering Joint Contract Documents Committee (EJCDC) E-500-2020 Agreement between Owner and Engineer for Professional Services; and

WHEREAS, included among those terms is the requirement that EJES, Inc. submit monthly invoices including a breakdown of the services performed and the City shall pay EJES, Inc. within forty-five days of the receipt of an invoice; and

WHEREAS, suspension or termination of the Agreement will be on the following terms:

1.06 Suspension and Termination

- A. Suspension
 - 1. By Owner: Owner may suspend Engineer's services for up to 90 days upon 7 days' written notice to Engineer.

2. By Engineer: Engineer may, after giving 14 days' written notice to Owner, suspend services under this Agreement:
 - a. if Owner has failed to pay Engineer for invoiced services and expenses, as set forth in Paragraphs 4.02.B and 4.02.C;
 - b. in response to the presence of Constituents of Concern at the Site, as set forth in Paragraph 6.09.D; or
 - c. if persistent circumstances beyond the control of Engineer have prevented it from performing its obligations under this Agreement.

B. Termination for Cause

1. Either party may terminate the Agreement for cause upon 30 days' written notice in the event of substantial failure by the other party to perform in accordance with the terms of the Agreement, through no fault of the terminating party.
 - a. Notwithstanding the foregoing, this Agreement will not terminate under Paragraph 6.05.B.1 if the party receiving such notice begins, within 7 days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30-day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein will extend up to, but in no case more than, 60 days after the date of receipt of the notice.
2. In addition to its termination rights in Paragraph 6.05.B.1, Engineer may terminate this Agreement for cause upon 7 days' written notice:
 - a. if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional;
 - b. if Engineer's services for the Project are delayed or suspended for more than 90 days for reasons beyond Engineer's control; or
 - c. as the result of the presence at or adjacent to the Site of undisclosed Constituents of Concern, as set forth in Paragraph 6.09.E.
3. Engineer will have no liability to Owner on account of any termination by Engineer for cause.

C. Termination for Convenience: Owner may terminate this Agreement for convenience, effective upon Engineer's receipt of notice from Owner.

D. Extension of Effective Date of Termination: If Owner terminates the Agreement for cause or convenience, Owner may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to demobilize personnel and equipment from the Site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files. Engineer shall be entitled to compensation for such tasks.

E. **Payments Upon Termination:** In the event of any termination under Paragraph 6.05, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all reimbursable expenses incurred through the effective date of termination. Upon making such payment, Owner will have the limited right to the use of Documents, at Owner's sole risk, subject to the provisions of Paragraph 6.02.A.

If Owner has terminated the Agreement for cause and disputes Engineer's entitlement to compensation for services and reimbursement of expenses, then Engineer's entitlement to payment and Owner's rights to the use of the Documents will be resolved in accordance with the dispute resolution provisions of this Agreement or as otherwise agreed in writing.

WHEREAS, the Agreement is subject to the availability of funding from the governing authorities as follows:

It is expressly understood and agreed that the obligation of the Owner to proceed under the resulting contract is conditioned upon the appropriation of funds by its City Council and the receipt of such funds. If the funds anticipated for the continuing fulfillment of the Agreement are, at any time, not forthcoming or insufficient, either through the failure of the Owner to provide funds or of its City Council to appropriate funds or the discontinuance or material alteration of the program under which funds were provided or if funds are not otherwise available to the Owner, the Owner shall have the right upon ten (10) working days written notice to the Service Provider to terminate the resulting contract without damage, penalty, cost or expenses to the Owner of any kind whatsoever, other than payment for services rendered prior to receiving written notice. The effective date of termination shall be as specified in the notice of termination.

WHEREAS, EJES, Inc. has provided a cost estimate of \$1,914,391.48 to provide engineering services for the project and the maximum hourly rate of the employees, by classification/position for additional services is as follows:

Senior Project Manager	\$234.12
Senior Project Engineer	\$202.56
Project Engineer	\$157.84
Sr. Engineering Technician	\$107.86

WHEREAS, the schedule for the project, as agreed, is as follows:

Party	Action	Schedule
Engineer	Submit Preliminary Design memorandum, street classification, packaging plan, and opinion of probable construction cost	Within 60 days of Notice to Proceed
Owner	Provide comments	Within 14 days of receipt

Party	Action	Schedule
Engineer	Submit revised Preliminary Design deliverables	Within 21 days of receipt of comments.
Engineer	Submit 3 copies of the first Final Design Phase (Resurfacing) draft of Drawings and Specifications to Owner.	Within 45 days of Owner's authorization to proceed with Final Design Phase services.
Engineer	Submit 3 copies of the first Final Design Phase (Reconstruction) draft of Drawings and Specifications to Owner.	Within 90 days of Owner's authorization to proceed with Final Design Phase services.
Owner	Submit comments and instructions regarding the first Final Design Phase draft of Drawings and Specifications to Engineer.	Within 14 days of the receipt of the first final Design Phase drafts of Drawings and Specifications from Engineer.
Engineer	Submit 3 copies of the second Final Design Phase Reconstruction drafts of Drawings and Specifications to Owner.	Within 60 days of the receipt of Owner's comments and instructions regarding the first Final Design Phase drafts of Drawings and Specifications.
Engineer	Submit 3 copies of draft Bidding/Proposal and Front-End Construction Contract Documents, as required, and any other Final Design Phase deliverables (other than Drawings and Specifications) to Owner.	Concurrent with submittal to Owner of the second Final Design Phase drafts of Drawings and Specifications.
Owner	Submit comments and instructions regarding the second Final Design Phase drafts of Drawings and Specifications to Engineer.	Within 14 days of the receipt from Engineer of the second Final Design Phase drafts of Drawings and Specifications.
Engineer	Submit 3 copies of the final, completed, pricing-ready and construction-ready Resurfacing Package Drawings and Specifications to Owner.	Within 30 days of the receipt of Owner's comments and instructions regarding the second Final Design Phase drafts of Drawings and Specifications.

Party	Action	Schedule
Engineer	Submit 3 copies of the final, completed, pricing-ready and construction-ready Reconstruction Package Drawings and Specifications to Owner.	Within 30 days of the receipt of Owner's comments and instructions regarding the second Final Design Phase drafts of Drawings and Specifications.
Owner	Submit comments and instructions regarding the final, completed, pricing-ready and construction-ready Drawings and Specifications to Engineer.	Within 14 days of the receipt from Engineer of the final, completed, pricing-ready and construction-ready Drawings and Specifications.
Owner	Submit comments and instructions regarding drafts of Bidding/Proposal and Front-End Construction Contract Documents, and any other Final Design Phase deliverables (other than Drawings and Specifications) to Engineer.	Concurrent with Owner's submittal of comments and instructions regarding the final, completed, pricing-ready and construction-ready Drawings and Specifications.
Engineer	Submit to Owner: 3 copies of the revised final, completed, pricing-ready and construction-ready Drawings and Specifications; and 3 of copies of assembled Bidding/Proposal and Front-End Construction Contract Documents, and any other Final Design Phase deliverables.	Within 14 days of receipt of Owner's final comments and instructions regarding the final, completed, pricing-ready and construction-ready Drawings and Specifications, the Bidding/Proposal and Front-End Construction Contract Documents, and any other Final Design Phase deliverables.

Party	Action	Schedule
Engineer	Submit 3 copies of Bidding/Proposal Phase deliverables (if any) identified in Exhibit A Paragraph 1.05.A.9.a to Owner.	Within 7 days of written authorization by Owner to proceed with Bidding/Proposal Phase services.
Engineer	Submit 3 copies of Post-Construction Phase deliverables (if any) identified in Exhibit A Paragraph 1.07.A.3.a to Owner.	Within 45 days of Substantial Completion.

IT IS THEREFORE ORDERED that the Mayor is authorized to execute an Agreement for Professional Engineering Services with EJES, Inc. on the EJCDC E-500-2020 form agreement as modified as indicated herein for the Street Resurfacing Project—Phase 2, for an amount not to exceed \$1,914,391.48.

CITY COUNCIL AGENDA ITEM 10 POINT DATA SHEET April 28, 2026

DATE

POINTS		COMMENTS
1.	Brief Description	ORDER AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES WITH EJES, INC. FOR STREET RESURFACING PROJECT—PHASE 2
2.	Public Policy Initiative 1. Youth & Education 2. Crime Prevention 3. Changes in City Government 4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life	4. Neighborhood Enhancement 5. Economic Development 6. Infrastructure and Transportation 7. Quality of Life
3.	Who will be affected	Residents and visitors traveling the resurfaced streets
4.	Benefits	Provides the engineering services for design, bidding, and construction of the project
5.	Schedule (beginning date)	Upon City Council approval
6.	Location: ▪ WARD ▪ CITYWIDE (yes or no) (area) ▪ Project limits if applicable	CITYWIDE (see list of streets)
7.	Action implemented by: ▪ City Department <input checked="" type="checkbox"/> ▪ Consultant <input type="checkbox"/>	City of Jackson, Department of Public Works, Engineering Division
8.	COST	\$1,914,391.48
9.	Source of Funding ▪ General Fund <input type="checkbox"/> ▪ Grant <input type="checkbox"/> ▪ Bond <input type="checkbox"/> ▪ Other <input checked="" type="checkbox"/>	Special Sales Tax Fund

AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

TABLE OF CONTENTS

	Page
Article 1— Services Of Engineer	1
1.01 Scope	1
Article 2— Owner’s Responsibilities	1
2.01 Project Information.....	1
2.02 Owner’s Instructions Regarding Bidding/Proposal and Front-End Construction Contract Documents	2
2.03 Owner-Furnished Services	3
2.04 Owner’s General Responsibilities	4
2.05 Payment.....	5
Article 3— Schedule For Rendering Services	6
3.01 Commencement	6
3.02 Time for Completion	6
Article 4— Invoices And Payments	6
4.01 Invoices	6
4.02 Payments	6
Article 5— Opinions Of Cost.....	7
5.01 Opinions of Probable Construction Cost.....	7
5.02 Opinions of Total Project Costs.....	7
Article 6— General Considerations.....	7
6.01 Standards of Performance	7
6.02 Ownership and Use of Documents	9
6.03 Electronic Transmittals	10
6.04 Insurance.....	11
6.05 Suspension and Termination	12
6.06 Successors, Assigns, and Beneficiaries.....	13
6.07 Dispute Resolution.....	14
6.08 Controlling Law; Venue.....	14
6.09 Environmental Condition of Site	15
6.10 Indemnification and Mutual Waiver.....	16
6.11 Records Retention.....	17
6.12 Miscellaneous Provisions.....	17
Article 7— Definitions	17
7.01 Defined Terms.....	17
Article 8— Exhibits And Special Provisions	22
8.01 Exhibits to Agreement	22
8.02 Total Agreement	22
8.03 Designated Representatives	23
8.04 Engineer’s Certifications	23
8.05 Conflict of Interest	23

AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

This is an Agreement between the **City of Jackson, Mississippi**, a municipality (Owner) and **EJES, Inc.** (Engineer). Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as **Phase 2 Neighborhood Street Resurfacing (Project)**. Other terms used in this Agreement are defined in Article 7. Engineer's services under this Agreement are generally identified as **planning-level assessment, design, bidding support, and construction phase services for a neighborhood street resurfacing program, including mill and overlay improvements and limited reconstruction, as further defined in Exhibit A.**

Owner and Engineer further agree as follows:

ARTICLE 1—SERVICES OF ENGINEER

1.01 Scope

- A. Engineer shall provide, or cause to be provided, the services set forth herein and in Exhibit A.
- B. All phases of service will include Management of Engineering Services as shown in Exhibit A.

ARTICLE 2—OWNER'S RESPONSIBILITIES

2.01 Project Information

- A. To the extent Owner has not already provided the following, or has new, additional, or revised information from that previously provided, Owner shall provide Engineer with information and data needed by Engineer in the performance of Basic and Additional Services, including Owner's:
 - 1. design objectives and constraints;
 - 2. space, capacity, and performance requirements;
 - 3. flexibility and expandability needs;
 - 4. design and construction standards;
 - 5. budgetary limitations; and
 - 6. any other available information pertinent to the Project including reports and data relative to previous designs, construction, or investigation at or adjacent to the Site.
- B. Following Engineer's assessment of initially-available Project information and data and upon Engineer's request, Owner shall obtain, furnish, or otherwise make available (if necessary through retention of specialists or consultants) such additional Project-related information and data as is reasonably required to enable Engineer to complete its Basic and Additional Services; or, with consent of Engineer, Owner may authorize the Engineer to obtain or provide all or part of such additional information as Additional Services. Such additional information or data may include the following:
 - 1. Property descriptions.
 - 2. Zoning, deed, and other land use restrictions.
 - 3. Surveys, topographic mapping, and utility documentation.

4. Property, boundary, easement, right-of-way, and other special surveys or data, including establishing relevant reference points.
 5. Explorations and tests of subsurface conditions at or adjacent to the Site; geotechnical reports and investigations; drawings of physical conditions relating to existing surface or subsurface structures at the Site; hydrographic surveys, laboratory tests and inspections of samples, materials, and equipment; appropriate professional interpretation of such information or data.
 6. Environmental assessments, audits, investigations, and impact statements, and other relevant environmental, historical, or cultural studies relevant to the Project, the Site, and adjacent areas.
 7. Data or consultations as required for the Project but not otherwise identified in this Agreement.
- C. Owner shall examine all alternative solutions, studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by Engineer (including obtaining advice of an attorney, risk manager, insurance counselor, financial/municipal advisor, and other advisors or consultants as Owner deems appropriate with respect to such examination) and render in writing timely decisions pertaining thereto.
 - D. Owner shall furnish to Engineer data as to Owner's anticipated costs for services to be provided to Owner by others (including, but not limited to, accounting, bond and financial, independent cost estimating, insurance counseling, and legal advice) so that Engineer may assist Owner in collating the various cost categories that comprise Total Project Costs.
 - E. Owner shall advise Engineer if any invention, design, process, product, or device that Owner has requested, required, or recommended for inclusion in the Drawings or Specifications will be subject to payment (whether by Owner or Contractor) of any license fee or royalty to others, as required by patent rights or copyrights.
 - F. Owner shall inform Engineer as to whether Engineer's assistance is requested with respect to Owner's evaluation of the possible use of Project Strategies, Technologies, and Techniques, as defined in Exhibit A.
 - G. Owner shall inform Engineer as to whether Engineer's assistance is requested in identifying opportunities for enhancing the sustainability of the Project.

2.02 Owner's Instructions Regarding Bidding/Proposal and Front-End Construction Contract Documents

- A. Owner shall give instructions to Engineer regarding Owner's procurement of construction services (including instructions regarding advertisements for bids, instructions to bidders, and requests for proposals, as applicable) and Owner's construction contract practices and requirements, and furnish to Engineer (or give specific directions requesting Engineer to use copies already in Engineer's possession) the following:
 1. Owner's standard contract forms, general conditions (if other than the current edition of EJCDC® C-700, Standard General Conditions of the Construction Contract), supplementary conditions, text, and related documents and content for Engineer to include in the draft Bidding/Proposal Documents, and in draft Front-End Construction Contract Documents;

2. insurance and bonding requirements;
 3. protocols for electronic transmittals during bidding and construction;
 4. Owner's safety and security programs applicable to Contractor and other Constructors;
 5. diversity and other social responsibility requirements;
 6. bidding and contract requirements of funding, financing, or regulatory entities;
 7. other specific conditions applicable to the procurement of construction or contract documents;
 8. any other information necessary for Engineer to assist Owner in preparing its Bidding/Proposal Documents and Front-End Construction Contract Documents.
- B. Owner shall have responsibility for the final content of (1) such Bidding/Proposal Documents, and (2) such Front-End Construction Contract Documents; other than content furnished by Engineer concerning the design (as set forth in the Drawings, Specifications, or otherwise) or other engineering or technical matters.
1. Owner shall seek the advice of Owner's legal counsel, risk managers, and insurance advisors with respect to the drafting and content of such documents.
- C. If there will be an advertisement soliciting bids for construction, Owner shall place and pay for such advertisement.

2.03 Owner-Furnished Services

- A. Recognizing and acknowledging that Engineer's services and expertise do not include the following services, Owner shall obtain, as required for the Project:
1. Accounting, bond and financial advisory services (including, if applicable, "municipal advisor" services as described in Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) and the municipal advisor registration rules issued by the Securities and Exchange Commission), independent cost estimating, and insurance counseling services.
 2. Legal services, including attorney review of proposed Construction Contract Documents, legal services required by Owner, legal services needed as a result of issues raised by Contractor, and Project-related legal services reasonably requested by Engineer.
 3. Auditing services, including those needed by Owner to ascertain how or for what purpose Contractor has used money paid to it.
- B. Owner shall provide the services of an independent testing laboratory to perform all inspections, tests, and approvals of samples, materials, and equipment required by the Construction Contract Documents (other than those required to be furnished or arranged by Contractor), or to evaluate the performance of materials, equipment, and facilities of Owner, prior to their incorporation into the Work with appropriate professional interpretation thereof. Owner shall provide Engineer with the findings and reports generated by testing laboratories, including findings and reports obtained from or through Contractor.
- C. Owner shall acquire or arrange for acquisition of the Site(s) and any temporary or permanent rights of access, easements, or property rights needed for the Project.

- D. With respect to the portions or phases of the Project designed or specified by Engineer, Owner shall provide, obtain, or arrange for:
 - 1. all required reviews, approvals, consents, and permits from governmental authorities having jurisdiction, and
 - 2. such reviews, approvals, and consents from others as may be necessary for completion of each portion or phase of the Project.
- E. Owner may delegate to Contractor or others the responsibilities set forth in Paragraphs 2.03.C and D.

2.04 Owner's General Responsibilities

- A. Owner shall inform Engineer of the policies, procedures, and requirements of Owner that are applicable to Engineer's performance of services under this Agreement.
- B. Owner shall provide Engineer with Owner's budget for the Project, including type and source of funding to be used, and will promptly inform Engineer if the budget or funding sources change.
- C. Owner shall inform Engineer in writing of any safety or security programs that are applicable to the personnel of Engineer, its Subconsultants, and Engineer's Subcontractors, as they visit the Site or otherwise perform services under this Agreement.
- D. Owner shall arrange for safe access to and make all provisions for Engineer to enter upon public and private property as required for Engineer to perform services under this Agreement.
- E. Owner shall provide necessary direction and make decisions, including prompt review of Engineer's submittals, and carry out its other responsibilities in a timely manner so as not to delay Engineer's performance of its services.
- F. Owner shall be responsible for all requirements and instructions that it furnishes to Engineer pursuant to this Agreement, and for the accuracy and completeness of all programs, reports, data, and other information furnished by Owner to Engineer pursuant to this Agreement. Engineer may use and rely upon such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement, subject to any express limitations or reservations applicable to the furnished items.
- G. Owner shall give prompt written notice to Engineer whenever Owner observes or otherwise becomes aware of:
 - 1. any development that affects the scope or time of performance of Engineer's services;
 - 2. the presence at the Site of any Constituent of Concern; or
 - 3. any relevant, material defect or nonconformance in: (a) Engineer's services, (b) the Work, (c) the performance of any Constructor, or (d) Owner's performance of its responsibilities under this Agreement.
- H. Owner shall advise Engineer of the identity and scope of services of any independent consultants employed by Owner to perform or furnish services in regard to the Project, including, but not limited to, cost estimating, project peer review, value engineering, and constructability review.

- I. If Owner designates a construction manager, site representative, or any individual or entity other than, or in addition to, Engineer to represent Owner at the Site, Owner shall define and set forth as an exhibit to this Agreement the duties, responsibilities, and limitations of authority of such other party and the relation thereof to the duties, responsibilities, and authority of Engineer.
- J. Owner shall:
 1. Attend and participate in the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job-related meetings, and Site visits to determine Substantial Completion and readiness of the completed Work for final payment.
 2. Primarily communicate with Engineer's Subcontractors and Subconsultants through the Engineer.
 - a. Promptly inform Engineer of the substance of any communications between Owner and Engineer's Subcontractors or Subconsultants.
 - b. Refrain from directing the services of Engineer's Subcontractors or Subconsultants.
 3. Authorize Engineer to provide Additional Services as set forth in Article 2 of Exhibit A of the Agreement, as required.
 4. Perform or provide the following:
 - a. n/a

2.05 Payment

- A. Owner shall pay Engineer as set forth in Article 4 and Exhibit J.
- B. Engineer's compensation is summarized as follows; if there is a conflict between the following summary and the contents of Exhibit J, then Exhibit J will prevail.

Description of Service	Amount	Basis of Compensation
1. Basic Services (Article 1 of Exhibit A)	\$685,322.71	Lump Sum
2. Resident Project Representative Services	\$404,068.76	Lump Sum
3. Reimbursable Expenses	\$825,000.00	Lump Sum
4. Additional Services (Article 2 of Exhibit A)		Hourly

Based on a 24-month continuous construction period.

1. Compensation items and totals based in whole or in part on Hourly Rates, Direct Labor, or Percentage of Construction Cost are estimates only.
2. Lump sum amounts incorporate Engineer's labor, overhead, profit, and Engineer's Subcontractor and Subconsultants' charges.
3. Engineer's compensation for each delineated service summarized above will not be exceeded without the approval of the governing authorities.

ARTICLE 3—SCHEDULE FOR RENDERING SERVICES

3.01 Commencement

- A. Engineer is authorized to begin rendering services as of the Effective Date.

3.02 Time for Completion

- A. Engineer shall complete its obligations within a reasonable time. Specific periods of time for rendering services, or specific dates by which services are to be completed, are provided in Exhibit B, and are hereby agreed to be reasonable.
- B. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer's services is impaired, or Engineer's services are delayed or suspended, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, will be adjusted equitably.
- C. If Owner authorizes changes in the scope, extent, or character of the Project or Engineer's services, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, will be adjusted equitably.
- D. If Engineer fails, for reasons within control of Engineer, to complete the performance required in this Agreement within the time set forth, as duly adjusted, then Owner shall be entitled, as its sole remedy, to the recovery of direct damages to the extent, if any, resulting from such failure by Engineer.

ARTICLE 4—INVOICES AND PAYMENTS

4.01 Invoices

- A. Preparation and Submittal of Invoices: Engineer shall prepare invoices in accordance with its standard invoicing practices, the progress reporting and special invoicing requirements (if any) in Exhibit A Paragraph 1.01.A, and the terms of Exhibit J. Invoices will include a breakdown of services provided. Engineer shall submit its invoices to Owner on a monthly basis. Invoices are due and payable within 45 days of receipt.

4.02 Payments

- A. Application to Interest and Principal: Payment will be credited first to any interest owed to Engineer and then to principal.
- B. Disputed Invoices: If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise Engineer in writing of the specific basis for doing so; may withhold only that portion so disputed; and must pay the undisputed portion, subject to the terms of Paragraph 4.01. After a disputed item has been resolved, Engineer shall include the agreed-upon amount on a new invoice.
- C. Failure to Pay: If Owner fails to make any undisputed payment due Engineer within 45 days after receipt of Engineer's invoice, then:
 - 1. amounts due Engineer will be increased at the rate of 1.5% per month (or the maximum rate of interest permitted by law, if less) from said forty-fifth day, and

2. Engineer may, after giving 14 days' written notice to Owner, suspend services under this Agreement until Owner has paid in full amounts due. Owner waives any and all claims against Engineer for any such suspension.
- D. Sales or Use Taxes: If after the Effective Date any governmental entity takes an action that imposes additional sales or use taxes on Engineer's services or compensation under this Agreement, then Engineer may invoice such additional sales or use taxes for reimbursement by Owner. Owner shall reimburse Engineer for the cost of such invoiced additional sales or use taxes; such reimbursement will be in addition to the compensation to which Engineer is entitled under the terms of Exhibit J.

ARTICLE 5—OPINIONS OF COST

5.01 Opinions of Probable Construction Cost

- A. Engineer's opinions of probable Construction Cost (if any) are to be made on the basis of Engineer's experience, qualifications, and general familiarity with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by Engineer. If Owner requires greater assurance as to probable Construction Cost, then Owner agrees to obtain an independent cost estimate.

5.02 Opinions of Total Project Costs

- A. The services, if any, of Engineer with respect to Total Project Costs will be limited to assisting the Owner in tabulating the various categories that comprise Total Project Costs. Engineer assumes no responsibility for the accuracy of any opinions of Total Project Costs.

ARTICLE 6—GENERAL CONSIDERATIONS

6.01 Standards of Performance

- A. **Standard of Care:** The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Engineer.
- B. **Technical Accuracy:** Owner shall not be responsible for discovering deficiencies in the technical accuracy of Engineer's services. Engineer shall correct deficiencies in technical accuracy without additional compensation, unless such corrective action is directly attributable to deficiencies in Owner-furnished information.
- C. **Engineer's Subcontractors and Subconsultants:** Engineer may retain such Engineer's Subcontractors and Subconsultants as Engineer deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objections by Owner.

- D. **Reliance on Others:** Subject to the standard of care set forth in Paragraph 6.01.A, Engineer may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- E. **Compliance with Laws and Regulations, and Policies and Procedures**
1. Engineer and Owner shall comply with applicable Laws and Regulations.
 2. Engineer shall comply with the policies, procedures, and instructions of Owner that are applicable to Engineer's performance of services under this Agreement and that Owner provides to Engineer in writing, subject to the standard of care set forth in Paragraph 6.01.A, and to the extent compliance is not inconsistent with professional practice requirements.
 3. This Agreement is based on Laws and Regulations and Owner-provided written policies and procedures as of the Effective Date. The following may be the basis for modifications to Owner's responsibilities or to Engineer's scope of services, times of performance, or compensation:
 - a. changes after the Effective Date to Laws and Regulations,
 - b. the receipt by Engineer after the Effective Date of Owner-provided written policies and procedures, and
 - c. changes after the Effective Date to Owner-provided written policies or procedures.
- F. **General Conditions of Construction Contract:** The general conditions for any Construction Contract Documents prepared hereunder, are to be the current edition of EJCDC® C-700, Standard General Conditions of the Construction Contract, prepared by the Engineers Joint Contract Documents Committee, unless expressly indicated otherwise.
- G. **Copies of Drawings and Specifications:** If Engineer is required to prepare or furnish Drawings or Specifications under this Agreement, Engineer shall deliver to Owner at least one complete electronic copy of such Drawings and Specifications, signed and sealed according to applicable Laws and Regulations, and three complete printed copies, duly signed and sealed.
- H. Engineer shall not be required to sign any document, no matter by whom requested, that would result in Engineer having to certify, guarantee, or warrant conditions whose existence Engineer cannot ascertain within the authorized scope of Engineer's services. Owner agrees not to make resolution of any dispute with Engineer or payment of any amount due to Engineer in any way contingent upon Engineer signing any such document.
- I. Engineer shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor will Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Site, nor for any failure of a Constructor to comply with Laws and Regulations applicable to that Constructor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Constructor.

- J. Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform the Work in accordance with the Construction Contract Documents.
- K. Engineer shall not be responsible for any decision made regarding the Construction Contract Documents, or any application, interpretation, clarification, or modification of the Construction Contract Documents, other than those made by Engineer.
- L. Engineer is not required to provide and does not have any responsibility for surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements.
- M. Engineer's services do not include providing legal advice or representation.
- N. Engineer's services do not include (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission, or (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances.
- O. While at the Site, Engineer, its Subconsultants, and Engineer's Subcontractors, and their employees and representatives will comply with the applicable requirements of Contractor's and Owner's safety programs of which Engineer has been informed in writing.

6.02 Ownership and Use of Documents

- A. All Documents are instruments of service, and Engineer owns the Documents, including all associated copyrights and the right of reuse at the discretion of the Engineer, subject to the following provisions:
 - 1. Upon receipt by Engineer of full payment due and owing for all services relating to preparation of the Documents and subject to the express exclusions that follow, Engineer and any Subconsultants will grant to Owner the ownership of the Documents, including all associated copyrights and the right of reuse.
 - 2. When requested by Owner, Engineer will perform any clerical or administrative acts reasonably necessary to confirm or record the transfer of Engineer's interests in the Documents to the Owner, and Owner will reimburse the Engineer for its costs to comply with the transfer request.
 - 3. Engineer shall have and retain the ownership, title, and property rights, including copyright, patent, intellectual property, and common law rights, in any design elements (including but not limited to standard details, drawings, plans, specifications, methodologies, and engineering computations) used in the Documents, but developed by Engineer or its Subconsultants previous to or independent of this Agreement ("Previously/Independently Created Works"). Engineer shall provide appropriate verification of such previous or independent development upon Owner's request.
 - 4. Upon receipt by Engineer of full payment due and owing for all services relating to preparation of the Documents, Engineer will issue to Owner a royalty-free, nonexclusive and irrevocable license to use such Previously/Independently Created Works on the Project or on any extension of the Project.

5. Owner acknowledges that the Documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer.
 6. Any such use or reuse, or any modification of the Documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and Consultants.
 7. Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Subconsultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the Documents without written verification, completion, or adaptation by Engineer.
 8. Such limited license to Owner shall not create any rights in third parties.
 9. Nothing herein limits the Engineer's right of use or reuse of Previously/Independently Created Works or any of Engineer's non-Document work product.
- B. If Engineer at Owner's request verifies the suitability of the Documents, completes them, or adapts them for extensions of the Project or for any other purpose, then Owner shall compensate Engineer at rates or in an amount to be agreed upon by Owner and Engineer.
- C. Engineer shall inform Owner if Engineer is aware of any invention, design, process, product, or device specified in the Drawings, Specifications, or other Documents that is subject to payment (whether by Owner or Contractor) of any license fee or royalty to others, as required by patent rights or copyrights. If Engineer's good-faith inclusion in the Drawings, Specifications, or other Documents of new, innovative, or non-standard technologies, for the benefit of Owner and the Project, results in third-party claims of infringement or violation of intellectual property rights, then Owner and Engineer shall share equally the costs of defending against, settling, or paying such claims.
- D. Engineer will obtain Owner's consent, which will not be unreasonably withheld, prior to releasing any publicity, including news and press releases, promotional publications, award and prize competition submittals, and other advertising regarding the subject matter of this Agreement. Nothing herein will limit the Engineer's right to include information in statements of qualifications and proposals to others accurately describing its participation and participation of employees in the Project.

6.03 Electronic Transmittals

- A. To the fullest extent practical, Owner and Engineer agree to transmit, and accept, Project-related correspondence, Documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, in accordance with Exhibit F, Electronic Documents Protocol (EDP).
1. Compliance with the EDP by Engineer shall be considered a Basic Service and no direct or separate compensation will be paid to Engineer for such compliance, unless provisions for separate compensation are expressly set forth in the EDP.

2. Engineer's costs directly attributable to changes in Engineer's Electronic Documents obligations, after the effective date of this Agreement, necessitated by revisions to Exhibit F, delayed adoption of Exhibit F, or implementation of other Electronic Documents protocols, will be compensated as Additional Services.
- B. If this Agreement does not include Exhibit F or otherwise does not establish or include protocols for transmittal of Electronic Documents by Electronic Means, then Owner and Engineer may operate without specific protocols or may jointly develop such protocols at a later date.
 - C. Except as stated otherwise in Exhibit F (if included in this Agreement), when transmitting Electronic Documents by Electronic Means, the transmitting party makes no representations as to long term compatibility, usability, or readability of the Electronic Documents resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the Electronic Documents, or from those established in applicable protocols.
 - D. This Agreement (including the EDP) is not intended to create obligations for Owner or Engineer with respect to transmittals to or from third parties, except as expressly stated in the EDP.

6.04 Insurance

- A. Engineer shall procure and maintain insurance as set forth in Exhibit G.
- B. Additional Insureds: The Engineer's commercial general liability, automobile liability, and umbrella or excess liability policies, must:
 1. include and list as additional insureds Owner; and any individuals or entities identified as additional insureds in Exhibit G;
 2. include coverage for the respective officers, directors, members, partners, and employees of all such additional insureds;
 3. afford primary coverage to these additional insureds for all claims covered thereby (including as applicable those arising from both ongoing and completed operations); and
 4. not seek contribution from insurance maintained by the additional insured.
- C. Owner shall procure and maintain insurance as set forth in Exhibit G.
- D. Owner shall require Contractor to purchase and maintain policies of insurance covering workers' compensation, general liability, motor vehicle damage and injuries, and other insurance necessary to protect Owner's and Engineer's interests in the Project. Owner shall require Contractor to cause Engineer, its Subconsultants, and Engineer's Subcontractors to be listed as additional insureds with respect to such liability insurance purchased and maintained by Contractor for the Project. Owner shall give Engineer access to any certificates of insurance and copies of endorsements and policies obtained by Owner from Contractor.
- E. Owner and Engineer shall each deliver to the other certificates of insurance evidencing the coverages indicated in Exhibit G. Such certificates must be furnished prior to commencement of Engineer's services and at renewals thereafter during the life of the Agreement.

1. Upon request by Owner or any other insured, Engineer shall also furnish other evidence of such required insurance, including but not limited to copies of policies and endorsements, documentation of applicable self-insured retentions (if allowed) and deductibles, full disclosure of all relevant exclusions, and evidence of insurance required to be purchased and maintained by Subconsultants and Engineer's Subcontractors. In any documentation furnished under this provision, Engineer may redact (a) any confidential premium or pricing information and (b) any wording specific to projects or jurisdictions other than those applicable to this Agreement.
- F. All construction contracts entered into by Owner with respect to the Project must require builder's risk or similar property insurance.
 - G. All policies of insurance must contain a provision or endorsement that the coverage afforded will not be canceled, and that renewal will not be refused, until at least 10 days' prior written notice has been given to the primary insured. Upon receipt of such notice, the primary insured must promptly forward a copy of the notice to the other party to this Agreement and replace the coverage being cancelled or reduced to conform to the requirements of this Agreement.
 - H. At any time, Owner may request that Engineer, or Engineer's Subcontractors or Subconsultants, at Owner's sole expense, provide additional insurance coverage, increased limits, or revised deductibles that are more protective than those specified in Exhibit G. If so requested by Owner, and if commercially available, Engineer shall obtain and shall require Engineer's Subcontractors or Subconsultants to obtain such additional insurance coverage, different limits, or revised deductibles for such periods of time as requested by Owner, and Exhibit G will be supplemented to incorporate these requirements.

6.05 Suspension and Termination

A. Suspension

1. By Owner: Owner may suspend Engineer's services for up to 90 days upon 7 days' written notice to Engineer.
2. By Engineer: Engineer may, after giving 14 days' written notice to Owner, suspend services under this Agreement:
 - a. if Owner has failed to pay Engineer for invoiced services and expenses, as set forth in Paragraphs 4.02.B and 4.02.C;
 - b. in response to the presence of Constituents of Concern at the Site, as set forth in Paragraph 6.09.D; or
 - c. if persistent circumstances beyond the control of Engineer have prevented it from performing its obligations under this Agreement.

B. Termination for Cause

1. Either party may terminate the Agreement for cause upon 30 days' written notice in the event of substantial failure by the other party to perform in accordance with the terms of the Agreement, through no fault of the terminating party.
 - a. Notwithstanding the foregoing, this Agreement will not terminate under Paragraph 6.05.B.1 if the party receiving such notice begins, within 7 days of receipt of such notice, to correct its substantial failure to perform and proceeds

diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30-day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein will extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. In addition to its termination rights in Paragraph 6.05.B.1, Engineer may terminate this Agreement for cause upon 7 days' written notice:
 - a. if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional;
 - b. if Engineer's services for the Project are delayed or suspended for more than 90 days for reasons beyond Engineer's control; or
 - c. as the result of the presence at or adjacent to the Site of undisclosed Constituents of Concern, as set forth in Paragraph 6.09.E.
3. Engineer will have no liability to Owner on account of any termination by Engineer for cause.

- C. Termination for Convenience: Owner may terminate this Agreement for convenience, effective upon Engineer's receipt of notice from Owner.
- D. Extension of Effective Date of Termination: If Owner terminates the Agreement for cause or convenience, Owner may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to demobilize personnel and equipment from the Site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files. Engineer shall be entitled to compensation for such tasks.
- E. Payments Upon Termination: In the event of any termination under Paragraph 6.05, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all reimbursable expenses incurred through the effective date of termination. Upon making such payment, Owner will have the limited right to the use of Documents, at Owner's sole risk, subject to the provisions of Paragraph 6.02.A.
 1. If Owner has terminated the Agreement for cause and disputes Engineer's entitlement to compensation for services and reimbursement of expenses, then Engineer's entitlement to payment and Owner's rights to the use of the Documents will be resolved in accordance with the dispute resolution provisions of this Agreement or as otherwise agreed in writing.

6.06 Successors, Assigns, and Beneficiaries

- A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 6.06.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement, except that the successors to the elected officials of the Owner

and their appointed officers and directors may terminate this Agreement by a vote of a majority of the quorum without notice or cause.

- B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, claims arising out of this Agreement or money that is due or may become due) in this Agreement without the written consent of the other party, except to the extent that any assignment, subletting, or transfer is mandated by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
- C. Unless expressly provided otherwise in this Agreement:
 - 1. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.
 - 2. Nothing in this Agreement will be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Constructor, other third-party individual or entity, or to any surety for or employee of any of them.
 - 3. Owner agrees that the substance of the provisions of this Paragraph 6.06.C will appear in the Construction Contract Documents.

6.07 Dispute Resolution

- A. Unless otherwise required by Exhibit H, Owner and Engineer shall resolve all disputes in the following manner:
 - 1. Owner and Engineer agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice, prior to invoking mediation.
 - 2. Owner and Engineer agree that they may mutually agree to first submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this Agreement or the breach thereof ("Disputes") to mediation. Owner and Engineer agree to participate in the mediation process in good faith. The process will be conducted on a confidential basis, and must be completed within 120 days.
 - 3. If the parties fail to resolve a Dispute through negotiations under Paragraph 6.07.A.1 or mediation under Paragraph 6.07.A.2, then:
 - a. either or both may invoke the applicable dispute resolution procedures of Exhibit H for final resolution of Disputes.
 - b. If Exhibit H is not included, or if no final dispute resolution method is specified in Exhibit H, then the parties may exercise their rights at law.

6.08 Controlling Law; Venue

- A. This Agreement is to be governed by the Laws and Regulations of the state in which the Project is located.
- B. Venue for any exercise of rights at law will be the state court having jurisdiction at the location of the Project; or at the choice of either party, and if federal jurisdictional requirements can be met, in federal court in the district in which the Project is located.

6.09 Environmental Condition of Site

- A. Owner represents to Engineer that, as of the Effective Date, to the best of Owner's knowledge, no Constituents of Concern, other than those disclosed in writing to Engineer, exist at or adjacent to the Site.
- B. Undisclosed Constituents of Concern: For purposes of this Paragraph 6.09, the presence at or adjacent to the Site of Constituents of Concern that were not disclosed to Engineer pursuant to Paragraph 6.09.A, in such quantities or circumstances that such Constituents of Concern may present a danger to persons or property exposed to them, will be referred to as "undisclosed" Constituents of Concern.
 - 1. The presence at the Site of materials that are necessary for the execution of the Work, or that are to be incorporated in the Work, and that are controlled and contained pursuant to industry practices, Laws and Regulations, and the requirements of this Agreement or the Construction Contract, are not undisclosed Constituents of Concern.
 - 2. Constituents of Concern that are to be located, identified, studied, removed, or remediated as part of the services under this Agreement are not undisclosed Constituents of Concern.
 - 3. Constituents of Concern that are to be located, identified, studied, removed, or remediated as part of the services under another professional services contract for Owner, or as part of the work under a construction or remediation contract, are not undisclosed Constituents of Concern if Engineer has been informed of the general scope of such contract.
- C. If Engineer encounters or learns of an undisclosed Constituent of Concern at the Site, then Engineer shall notify (1) Owner and (2) appropriate authorities having jurisdiction if Engineer reasonably concludes that doing so is required by applicable Laws or Regulations.
- D. It is acknowledged by both parties that Engineer's scope of services does not include any services related to undisclosed Constituents of Concern. If Engineer or any other party encounters, uncovers, or reveals an undisclosed Constituent of Concern, or if encountered, uncovered, or revealed Constituents of Concern are present in substantially greater quantities or substantially different locations than disclosed or anticipated, or if investigative or remedial action, or other professional services, are necessary or required by applicable Laws and Regulations with respect to such Constituents of Concern, then Engineer may, at its option and without liability for direct, consequential, or any other damages, suspend performance of services on the portion of the Project adversely affected thereby until such portion of the Project is no longer so affected; and Owner shall promptly determine whether to retain a qualified expert to evaluate such condition or take any necessary corrective action.
- E. If the presence at the Site of undisclosed Constituents of Concern, or of Constituents of Concern in substantially greater quantities or in substantially different locations than disclosed or anticipated, adversely affects the performance of Engineer's services under this Agreement, then:
 - 1. if the adverse effects do not preclude Engineer from completing its Project services in general accordance with this Agreement on unaffected or marginally affected portions of the Project, Engineer may accept an equitable adjustment in its compensation or in

the time of completion, or both; and the Agreement will be amended to reflect changes necessitated by the presence of such Constituents of Concern; or

2. if the adverse effects are of such materiality to the overall performance of Engineer that it cannot complete its services without significant changes to the scope of services, time of completion, and compensation, then Engineer may terminate this Agreement for cause on 7 days' written notice.
- F. Owner acknowledges that Engineer is performing professional services for Owner and that Engineer is not and will not be required to become an "owner," "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, which are or may be encountered at or near the Site in connection with Engineer's activities under this Agreement.

6.10 Indemnification and Mutual Waiver

- A. **Indemnification by Engineer:** To the fullest extent permitted by Laws and Regulations, Engineer shall indemnify, hold harmless, and defend Owner, and Owner's officers, directors, members, partners, agents, and employees, from losses, damages, and judgments (including reasonable consultants' and attorneys' fees and expenses) arising from third-party claims or actions relating to the Project, provided that any such claim, action, loss, damages, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Engineer or Engineer's officers, directors, members, partners, agents, employees, Subconsultants, or Engineer's Subcontractors. This indemnification provision is subject to and limited by the provisions, if any, agreed to by Owner and Engineer in Exhibit I, "Limitations of Liability."
- B. **Environmental Indemnification:** To the extent permitted under Mississippi law, Owner shall indemnify and hold harmless Engineer, its Subconsultants, Engineer's Subcontractors, and their officers, directors, members, partners, agents, employees, and subconsultants from all claims, costs, losses, damages, actions, and judgments (including reasonable consultants' and attorney's fees and expenses) caused by, arising out of, relating to, or resulting from a Constituent of Concern at, on, or under the Site, provided that:
1. any such claim, cost, loss, damages, action, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, and
 2. nothing in this paragraph obligates Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence or willful misconduct.
- C. **Percentage Share of Negligence:** To the fullest extent permitted by Laws and Regulations, a party's total liability to the other party and anyone claiming by, through, or under the other party for any cost, loss, or damages caused in part by the negligence of the party and in part by the negligence of the other party or any other negligent entity or individual, will not exceed the percentage share that the party's negligence bears to the total negligence of Owner, Engineer, and all other negligent entities and individuals.

6.11 Records Retention

- A. Engineer shall maintain on file in legible form, for a period of five years following completion or termination of its services, or such other period as required by Laws and Regulations, all Documents, records (including cost records), and design calculations related to Engineer's services or pertinent to Engineer's performance under this Agreement. Upon Owner's request, Engineer shall provide a copy of any such item to Owner at cost.

6.12 Miscellaneous Provisions

- A. Notices: Any notice required under this Agreement will be in writing, and delivered: in person (by commercial courier or otherwise); by registered or certified mail; or by e-mail to the recipient, with the words "Formal Notice" or similar in the e-mail's subject line. All such notices are effective upon the date of receipt.
- B. Survival: Subject to applicable Laws and Regulations, all express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.
- C. Severability: Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations will be deemed stricken, and all remaining provisions will continue to be valid and binding upon Owner and Engineer.
- D. No Waiver: A party's non-enforcement of any provision will not constitute a waiver of that provision, nor will it affect the enforceability of that provision or of the remainder of this Agreement.
- E. Accrual of Claims: To the fullest extent permitted by Laws and Regulations, all causes of action arising under this Agreement will be deemed to have accrued, and all statutory periods of limitation will commence, no later than the date of Substantial Completion; or, if Engineer's services do not include Construction Phase services, or the Project is not completed, then no later than the date of Owner's last payment to Engineer.

ARTICLE 7—DEFINITIONS

7.01 Defined Terms

- A. Wherever used in this Agreement (including the exhibits hereto) terms (including the singular and plural forms) printed with initial capital letters have the meanings indicated in the text above, in the exhibits, or in the following definitions:
 1. Addenda—Written or graphic instruments issued prior to the opening of bids which clarify, correct, or change the bidding requirements or the proposed Construction Contract Documents.
 2. Additional Services—The services to be performed for or furnished to Owner by Engineer in accordance with Article 2 of Exhibit A of this Agreement.
 3. Agreement—This written contract for professional services between Owner and Engineer, including all exhibits identified in Paragraph 8.01 and any duly executed amendments.
 4. Application for Payment—The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and

which is to be accompanied by such supporting documentation as is required by the Construction Contract.

5. **Basic Services**—The services to be performed for or furnished to Owner by Engineer in accordance with Article 1 of Exhibit A of this Agreement.
6. **Bidding/Proposal Documents**—Documents related to the selection of the Contractor, including advertisements or invitations to bid; requests for proposals; instructions to bidders or proposers, including any attachments such as lists of available Site-related documents; bid forms; bids; proposal forms; proposals; bidding requirements; and qualifications documents.
7. **Change Order**—A document which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Construction Contract Price or the Construction Contract Times, or other revision to the Construction Contract, issued on or after the effective date of the Construction Contract.
8. **Change Proposal**—A written request by Contractor, duly submitted in compliance with the procedural requirements set forth in the Construction Contract, seeking an adjustment in Construction Contract Price or Construction Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Construction Contract Documents or the acceptability of Work under the Construction Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Construction Contract.
9. **Constituents of Concern**—Asbestos, petroleum, radioactive materials, polychlorinated biphenyls (PCBs), lead-based paint (as defined by the HUD/EPA standard), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to Laws and Regulations regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.
10. **Construction Contract**—The entire and integrated written contract between Owner and Contractor concerning the Work.
11. **Construction Contract Documents**—Those items designated as “Contract Documents” in the Construction Contract, and which together comprise the Construction Contract. See also definition of “Front-End Construction Contract Documents” below.
12. **Construction Contract Price**—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Construction Contract Documents.
13. **Construction Contract Times**—The number of days or the dates by which Contractor must: (a) achieve milestones, if any, in the Construction Contract; (b) achieve Substantial Completion; and (c) complete the Work.

14. **Construction Cost**—The cost to Owner of the construction of those portions of the entire Project designed or specified by or for Engineer under this Agreement, including construction labor, services, materials, equipment, insurance, and bonding costs, and allowances for contingencies. Construction Cost does not include costs of services of Engineer or other design professionals and consultants; cost of land or rights-of-way, or compensation for damages to property; Owner's costs for legal, accounting, insurance counseling, or auditing services; interest or financing charges incurred in connection with the Project; or the cost of other services to be provided by others to Owner. Construction Cost is one of the items comprising Total Project Costs.
15. **Constructor**—Any person or entity (not including the Engineer, its employees, agents, representatives, or Subconsultants, or Engineer's Subcontractors), performing or supporting construction activities relating to the Project, including but not limited to Contractors, Subcontractors, Suppliers, Owner's work forces, utility companies, other contractors, construction managers, design-builders, testing firms, shippers, and truckers, and the employees, agents, and representatives of any or all of them.
16. **Contractor**—The entity or individual with which Owner enters into a Construction Contract.
17. **Documents**—All documents expressly identified as deliverables in this Agreement, whether in printed or Electronic Document form, required by this Agreement to be provided or furnished by Engineer to Owner. Such specifically required deliverables may include, by way of example, Drawings, Specifications, data, reports, building information models, and civil integrated management models.
18. **Drawings**—That part of the Construction Contract Documents that graphically shows the scope, extent, and character of the Work to be performed by Contractor.
19. **Effective Date**—The date indicated in this Agreement on which it becomes effective, but if no such date is indicated, the date on which this Agreement is signed and delivered by the last of the parties to sign and deliver.
20. **Electronic Document**—Any Project-related correspondence, attachments to correspondence, data, documents, drawings, information, or graphics, including but not limited to Shop Drawings and other Submittals, that are in an electronic or digital format.
21. **Electronic Means**—Electronic mail (e-mail), upload/download from a secure Project website, or other communications methods that allow: (a) the transmission or communication of Electronic Documents; (b) the documentation of transmissions, including sending and receipt; (c) printing of the transmitted Electronic Document by the recipient; (d) the storage and archiving of the Electronic Document by sender and recipient; and (e) the use by recipient of the Electronic Document for purposes permitted by this Agreement. Electronic Means does not include the use of text messaging, or of Facebook, Twitter, Instagram, or similar social media services for transmission of Electronic Documents.
22. **Engineer**—The individual or entity named as such in this Agreement.

23. **Engineer's Subcontractor**—An individual, firm, vendor, or other entity having a contract with Engineer to furnish general services, equipment, or materials with respect to the Project as an independent contractor.
24. **Field Order**—A written order issued by Engineer which requires minor changes in the Work but does not change the Construction Contract Price or the Construction Contract Times.
25. **Front-End Construction Contract Documents**—Those Construction Contract Documents whose primary purpose is to establish legal and contractual terms and conditions, typically including the Owner-Contractor agreement, bonds, general conditions, and supplementary conditions. The term excludes the Drawings and Specifications, and any Construction Contract Documents delivered or issued after the effective date of the Construction Contract.
26. **Laws and Regulations; Laws or Regulations**—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
27. **Owner**—The individual or entity named as such in this Agreement and for which Engineer's services are to be performed. Unless indicated otherwise, this is the same individual or entity that will enter into any Construction Contracts concerning the Project.
28. **Project**—The total undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the services to be performed or furnished by Engineer under this Agreement are a part.
29. **Record Drawings**—Drawings depicting the completed Project, or a specific portion of the completed Project, prepared by Engineer and based on Contractor's record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications, as delivered to Engineer and annotated by Contractor to show changes made during construction.
30. **Resident Project Representative**—The authorized representative of Engineer assigned to assist Engineer at the Site during the Construction Phase. As used herein, the term Resident Project Representative (RPR) includes any assistants or field staff of the RPR.
31. **Samples**—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.
32. **Shop Drawings**—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Construction Contract Documents.
33. **Site**—Lands or areas to be indicated in the Construction Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands furnished by Owner which are designated for the use of Contractor.

34. **Specifications**—The part of the Construction Contract Documents that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.
35. **Subconsultant**—An individual, design firm, consultant, or other entity having a contract with Engineer to furnish professional services with respect to the Project as an independent contractor.
36. **Subcontractor**—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work.
37. **Submittal**—A written or graphic document, prepared by or for Contractor, which the Construction Contract Documents require Contractor to submit to Engineer, or that is indicated as a Submittal in the Schedule of Submittals accepted by Engineer. Submittals may include Shop Drawings and Samples; schedules; product data; Owner-delegated designs; sustainable design information; information on special procedures; testing plans; results of tests and evaluations, source quality-control testing and inspections, and field or Site quality-control testing and inspections; warranties and certifications; Suppliers' instructions and reports; records of delivery of spare parts and tools; operations and maintenance data; Project photographic documentation; record documents; and other such documents required by the Construction Contract Documents. Submittals, whether or not approved or accepted by Engineer, are not Construction Contract Documents. Change Proposals, Change Orders, Claims, notices, Applications for Payment, and requests for interpretation or clarification are not Submittals.
38. **Substantial Completion**—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Construction Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.
39. **Supplier**—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.
40. **Total Project Costs**—The total cost of planning, studying, designing, constructing, testing, commissioning, and start-up of the Project, including Construction Cost and all other Project labor, services, materials, equipment, insurance, and bonding costs, allowances for contingencies, and the total costs of services of Engineer or other design professionals and consultants, together with such other Project-related costs that Owner furnishes for inclusion, including but not limited to cost of land, rights-of-way, compensation for damages to properties and private utilities (including relocation if not part of Construction Cost), Owner's costs for legal, accounting, insurance counseling, and auditing services, interest and financing charges incurred in connection with the Project, and the cost of other services to be provided by others to Owner.
41. **Underground Facilities**—All active or not-in-service underground lines, pipelines, conduits, ducts, encasements, cables, wires, manholes, vaults, tanks, tunnels, or other

such facilities or systems at the Site, including but not limited to those facilities or systems that produce, transmit, distribute, or convey telephone or other communications, cable television, fiber optic transmissions, power, electricity, light, heat, gases, oil, crude oil products, liquid petroleum products, water, steam, waste, wastewater, storm water, other liquids or chemicals, or traffic or other control systems. An abandoned facility or system is not an Underground Facility.

42. Work—The entire construction or the various separately identifiable parts thereof required to be provided under the Construction Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Construction Contract Documents.
43. Work Change Directive—A written directive to Contractor issued on or after the effective date of the Construction Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.

B. Terminology

1. The word "day" means a calendar day of 24 hours measured from midnight to the next midnight.

ARTICLE 8—EXHIBITS AND SPECIAL PROVISIONS

8.01 Exhibits to Agreement

The following exhibits are incorporated by reference and included as part of this Agreement:

- A. Exhibit A, Engineer's Services.
- B. Exhibit B, Deliverables Schedule.
- C. Exhibit C, Amendment to Owner-Engineer Agreement (form).
- D. Exhibit D, Duties, Responsibilities and Limitations of Authority of Resident Project Representative.
- E. Exhibit E, EJCDC® C-626, Notice of Acceptability of Work (form).
- F. Exhibit F, Electronic Documents Protocol (EDP).
- G. Exhibit G, Insurance.
- H. Exhibit H, Dispute Resolution. Not Used.
- I. Exhibit I, Limitations of Liability. Not Used.
- J. Exhibit J, Payments to Engineer for Services and Reimbursable Expenses.

8.02 Total Agreement

- A. This Agreement (which includes the exhibits listed above) constitutes the entire contractual agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or

canceled by a written instrument duly executed by both parties. Amendments should be based whenever possible on the format of Exhibit C to this Agreement.

8.03 Designated Representatives

- A. With the execution of this Agreement, Engineer and Owner shall each designate a specific individual to act as representative under this Agreement. Such an individual must have authority to transmit instructions, receive information, and render decisions with respect to this Agreement on behalf of the party that the individual represents.

8.04 Engineer's Certifications

- A. Engineer certifies that it has not engaged in corrupt, fraudulent, or coercive practices in competing for or in executing the Agreement. For the purposes of this Paragraph 8.04:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the selection process or in the Agreement execution;
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the selection process or the execution of the Agreement to the detriment of Owner, or (b) to deprive Owner of the benefits of free and open competition;
 - 3. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the selection process or affect the execution of the Agreement.

8.05 Conflict of Interest

- A. Nothing in this Agreement will be construed to create or impose any duty on the part of Engineer that would be in conflict with Engineer's paramount obligations to the public health, safety, and welfare under the professional practice requirements governing Engineer, its Subconsultants, and all licensed professionals employed by Engineer or its Subconsultants.
- B. If during the term of this Agreement a potential or actual conflict of interest arises or is identified:
 - 1. Engineer and Owner together will make reasonable, good faith efforts to avoid or eliminate the conflict of interest; to mitigate any adverse consequences of the conflict of interest; and, if necessary and feasible, to modify this Agreement to address the conflict of interest and its consequences, such that progress under the Agreement may continue.
 - 2. Such efforts will be governed by applicable Laws and Regulations and by any pertinent Owner's policies, procedures, and requirements (including any conflict of interest resolution methodologies) provided to Engineer under Paragraph 2.04.A of this Agreement.

8.06 Availability of Funding

It is expressly understood and agreed that the obligation of the Owner to proceed under the resulting contract is conditioned upon the appropriation of funds by its City Council and the receipt of such funds. If the funds anticipated for the continuing fulfillment of the Agreement are, at any time, not forthcoming or insufficient, either through the failure of the Owner to provide

funds or of its City Council to appropriate funds or the discontinuance or material alteration of the program under which funds were provided or if funds are not otherwise available to the Owner, the Owner shall have the right upon ten (10) working days written notice to the Service Provider to terminate the resulting contract without damage, penalty, cost or expenses to the Owner of any kind whatsoever, other than payment for services rendered prior to receiving written notice. The effective date of termination shall be as specified in the notice of termination.

This Agreement's Effective Date is _____

Owner:

City of Jackson, Mississippi

By: _____
John Horhn, Mayor

Date: _____
(date signed)

Name: N/A
(typed or printed)

Title: N/A
(typed or printed)

Attach evidence of authority to sign.

Attest: _____
(individual's signature)

Title: _____
(typed or printed)

Address for giving notices:

Designated Representative:

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Address:

Phone: _____

Email: _____

Engineer:

(name of organization)

By: _____
(individual's signature)

Date: _____
(date signed)

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Attach evidence of authority to sign.

Attest: _____
(individual's signature)

Title: _____
(typed or printed)

Address for giving notices:

Designated Representative:

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Address:

Phone: _____

Email: _____

EXHIBITS TO AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

TABLE OF CONTENTS

EXHIBIT A—ENGINEER'S SERVICES
EXHIBIT B—DELIVERABLES SCHEDULE
EXHIBIT C—AMENDMENT TO OWNER-ENGINEER AGREEMENT
EXHIBIT D—DUTIES, RESPONSIBILITIES, AND LIMITATIONS OF AUTHORITY OF RESIDENT PROJECT REPRESENTATIVE
EXHIBIT E—EJCDC® C-626, NOTICE OF ACCEPTABILITY OF WORK
EXHIBIT F—ELECTRONIC DOCUMENTS PROTOCOL (EDP)
EXHIBIT F—ATTACHMENT 1: SOFTWARE REQUIREMENTS FOR ELECTRONIC DOCUMENT EXCHANGE
EXHIBIT G—INSURANCE
EXHIBIT H—DISPUTE RESOLUTION
EXHIBIT I—LIMITATIONS OF LIABILITY
EXHIBIT J—PAYMENTS TO ENGINEER FOR SERVICES AND REIMBURSABLE EXPENSES: INTRODUCTION
COMPENSATION PACKET BC-1: BASIC SERVICES—LUMP SUM
COMPENSATION PACKET BC-2: BASIC SERVICES—STANDARD HOURLY RATES
COMPENSATION PACKET BC-3: BASIC SERVICES—PERCENTAGE OF CONSTRUCTION COST
COMPENSATION PACKET BC-4: BASIC SERVICES—DIRECT LABOR COSTS TIMES A FACTOR
COMPENSATION PACKET BC-5: BASIC SERVICES—DIRECT LABOR COSTS PLUS OVERHEAD PLUS A FIXED FEE
COMPENSATION PACKET BC-6: BASIC SERVICES—SALARY COSTS TIMES A FACTOR
COMPENSATION PACKET RPR-1: RESIDENT PROJECT REPRESENTATIVE—LUMP SUM
COMPENSATION PACKET RPR-2: RESIDENT PROJECT REPRESENTATIVE—STANDARD HOURLY RATES
COMPENSATION PACKET RPR-3: RESIDENT PROJECT REPRESENTATIVE—PERCENTAGE OF CONSTRUCTION COST
COMPENSATION PACKET RPR-4: RESIDENT PROJECT REPRESENTATIVE—DIRECT LABOR TIMES A FACTOR
COMPENSATION PACKET RPR-5: RESIDENT PROJECT REPRESENTATIVE—SALARY COSTS TIMES A FACTOR
COMPENSATION PACKET AS-1: ADDITIONAL SERVICES—STANDARD HOURLY RATES
COMPENSATION PACKET AS-2: ADDITIONAL SERVICES—DIRECT LABOR COSTS TIMES A FACTOR
COMPENSATION PACKET AS-3: ADDITIONAL SERVICES—SALARY COSTS TIMES A FACTOR
APPENDIX 1: REIMBURSABLE EXPENSES SCHEDULE
APPENDIX 2: STANDARD HOURLY RATES SCHEDULE

Exhibit A Table of Contents

Article 1— BASIC SERVICES13

 1.01 Management of Engineering Services.....13

 1.02 Study and Report Phase **Error! Bookmark not defined.**

 1.03 Preliminary Design Phase **Error! Bookmark not defined.**

 1.04 Final Design Phase19

 1.05 Bidding/Proposal Phase.....23

 1.06 Construction Phase.....24

 1.07 Post-Construction Phase31

Article 2— ADDITIONAL SERVICES31

 2.01 Additional Services Not Requiring Owner’s Written Authorization.....31

 2.02 Additional Services Requiring Owner’s Written Authorization.....33

Article 1 of the Agreement, Services of Engineer, is supplemented to include the following provisions:

Baseline Information: Owner has furnished the following Project information to Engineer as of the Effective Date. Engineer’s scope of services has been developed based on this information. As the Project moves forward, some of the information may change or be refined, and additional information will become known, resulting in the possible need to change, refine, or supplement the scope of services.

Project Title: Phase 2 Neighborhood Street Resurfacing
Type of Facility: Roadway
Description of Improvements: Resurfacing of streets

Approximately 45 miles of roadway across 338 streets
Program includes:

- Mill and overlay (majority of streets)
- Limited full-depth reconstruction (~10%)
- Localized drainage improvements where required

Design will be delivered in:

- Five (5) resurfacing packages
- One (1) reconstruction package

Expected Construction Start:
Prior Studies, Reports, Plans: N/A
Facility Location(s): Phase 2
Current Project Budget: \$12.5M
Funding Sources:
Other Pertinent Information:

The Project is based on a list of approximately 338 streets provided by the Owner. Street limits and lengths are based on available information and will be validated during the Preliminary Design Phase. Additions to or modifications of the street list after execution of this Agreement may result in adjustments to the scope of services, schedule, and compensation.

Streets:

<u>Street</u>	<u>From</u>	<u>To</u>
Phase 2A		
BASS AVENUE	Lake Road	Dead End
BIG OAK DRIVE	Oak Vinyard Drive	Dead End
BLACKMON ROAD	Terry Road	Robinhood Drive
BRACKEN COVE	Brookwood Place	Dead End
BROOKS COVE	Brookwood Place	Dead End
BROOKWOOD PLACE	Forest Hill Road	Southhaven Dr
BROOKWOOD PLACE	Southaven Drive	Dead End
CANARY DRIVE	Forest Hill Road	Dead End
CEDAR SPRINGS DRIVE	Twin Oaks Drive	Sycamore Drive
CHASWOOD DRIVE	McCluer Road	Dead End
CHRISTOPHER COURT	Vineland Drive	Dead End
COOKS AVE	Ronald Road	Dead End
DEES ROAD	Terry Road	Dead End
DEES ROAD	Dees Road	Dead End
DIANE COVE	Brookwood Place	Dead End
ELTON ROAD	Interstate 55	Terry Road
FAIRWAY COVE	Brookwood Place	Dead End
FARROW DRIVE	Terry Road	Dead End

Exhibit A—Engineer's Services.

Exhibits to EJCDC® E-500, Agreement between Owner and Engineer for Professional Services.
 Copyright© 2020 National Society of Professional Engineers, American Council of Engineering Companies,
 and American Society of Civil Engineers. All rights reserved.

GARY DANIELS DRIVE	Eagle Drive	Dead End
GREEN COURT	Raintree Drive	Dead End
Ronald ROAD	McCluer Road	Summit Avenue
HARREL AVENUE	Bass Avenue	Dead End
HAVEN COVE	Brookwood Place	Dead End
JAN STREET	Riser Street	Lee Street
KEE COURT	Vineland Drive	Dead End
LAKE ROAD	Cooks Avenue	Dead End
LAKEVIEW AVENUE	Lake Road	Dead End
LEE STREET	Robinhood Drive	Terry Road
LOST LAKE CIRCLE	Rainey Road	Rainey Road
LOST LAKE COVE	Dead End	Dead End
<u>Street</u>	<u>From</u>	<u>To</u>
LOST LAKE WAY	Lost Lake Circle	Dead End
MARSHALL DRIVE	McCluer Road	Dead End
MATT CIRCLE	Trent Drive	Dead End
MAY AVENUE	Lake Road	Harrel Avenue
MEADOW DRIVE	Brookwood Place	Dead End
MEADOWVIEW COVE	Dead end	Dead End
MIDDLE Drive	Dees Road	Dead End
NELSON CIRCLE	McCluer Road	McCluer Road
OAK HOLLOW COVE	Oak Vinyard Drive	Dead End
OAK VINYARD DRIVE	Henderson Road	Dead End
OLD BYRAM ROAD	Elton Road	Interstate 55
PEACOCK DRIVE	Forest Hill Road	Teal Drive
RED OAK DRIVE	Twin Oaks Drive	Sycamore Drive
RISER STREET	Lee Street	Farrow Drive
ROB LANE	Scotsdale Drive	Scotsdale Drive
ROBINHOOD DRIVE	Blackmon Road	Riser Street
ROCHELLE DRIVE	Sycamore Drive	Dead End
RUSS DRIVE	Sycamore Drive	Dead End
SANDPIPER COVE	Skylark Drive	Dead End

Exhibit A—Engineer's Services.

Exhibits to EJCDC® E-500, Agreement between Owner and Engineer for Professional Services.
 Copyright© 2020 National Society of Professional Engineers, American Council of Engineering Companies,
 and American Society of Civil Engineers. All rights reserved.

SKYLARK DRIVE	Canary Drive	Dead End
SOUTHHAVEN DRIVE	Brookwood Place	Dead End
SUMMIT AVENUE	Harold Road	Dead End
SWAN HILLS DRIVE	Swan Ridge Drive	Rainey Road
SWAN LAKE COVE	Swan Lake Drive	Dead End
SWAN LAKE DRIVE	Lakeshore Road	Rainey Road
SWAN RIDGE DRIVE	Swan Lake Drive	Rainey Road
SYCAMORE DRIVE	Holly Hill Drive	Terry Road
TANNER HILL DRIVE	McCluer Road	Dead End
TAYLOR AVENUE	Harold Road	Dead End
TEAL DRIVE	Peacock Drive	Canary Drive
THOMPSON DRIVE	Old Byram Road	Dead End
<u>Street</u>	<u>From</u>	<u>To</u>
TRENT DRIVE	Sycamore Drive	Dead End
TUESDAY LANE	Henderson Road	Dead End
TWIN OAK	Red Oak	Cedar Spring
VAIL AVENUE	Harold Road	Dead End
VELMA DRIVE	Henderson Road	Dead End
VENUS AVENUE	Lakeshore Road	Dead End
VINELAND DRIVE	Trent Drive	Sycamore Drive
Access Ramp	Fortification St	Mill St
Adelle Street	West St	Blair St
Alexander Street	West St	Lamar St
Arlington Street	N State St	Peachtree St
Phase 2B		
Ash Street	Wood St	Maderia Ave
Aspen Cove	Will-O-Lake Dr	Dead End
Audubon Park	Southwood St	Wild Valley
Avian Lane	Bristol Blvd	Dead End
Baker Street	West St	Lamar St
Barkwood Drive	Beechcrest Dr	S Canton Club Cir

Exhibit A—Engineer's Services.

Exhibits to EJCDC® E-500, Agreement between Owner and Engineer for Professional Services.
 Copyright© 2020 National Society of Professional Engineers, American Council of Engineering Companies,
 and American Society of Civil Engineers. All rights reserved.

Barnes Street	Mimosa Ave	Crepe Myrtle Dr
Barrier Place	Raymond Rd	Stillcreek Dr
Beechcrest Court	Beechcrest Dr	Dead end
Beechcrest Drive	Sedgwick Dr	Dead end
Beechwood Street	Will-O-Lake Dr	Will-O-Wood Blvd
Belhaven Street	N State St	Peachtree St
Bell Court	Bell St	Dead end
Berryhill Place	Valley Ridge Dr	Dead End
Berrywood Drive	Fairwood Dr	Dead End
Bienville Place	Serville Dr	Dead end
Bindura Court	Horton St	Dead end
<u>Street</u>	<u>From</u>	<u>To</u>
Bishop Avenue	Stonewall St	W Ridgeway St
Bloom Street	E Monument	Bow St
Booker T Washington	Stonewall St	W Ridgeway St
Bounds Street	Manhattan Rd	I55 Frontage
Bow Street	Farish St	N Blair St
Briarwood West	Fernwood Dr	Briarwood Dr
Bristol Blvd	Raymond Rd	Dead End
Brookdale Street	Buckley Dr	Meadowbrook Rd
Brookwood Road	Oakridge Dr	Dead end
Buckley Drive	Crane Blvd	Meadowbrook Rd
Cabell Lane	Buckley Dr	Dead end
Canterbury Court	E Manor Dr	Dead End
Canton Park Drive	S Canton Club Cir	N Canton Club Cir
Carley Drive	Michael Clay Dr	Dead end
Cedar Place	Will-O-Lake Dr	Dead End
Cedarwood Place	Cedarwood Dr	Dead End
Center Street	Summit Dr	Oak Park Dr
Chateau Court	E Manor Dr	Dead End
Chelsa Court	N Canton Club Cir	Dead end

Exhibit A—Engineer's Services.

Exhibits to EJCDC® E-500, Agreement between Owner and Engineer for Professional Services.
 Copyright © 2020 National Society of Professional Engineers, American Council of Engineering Companies,
 and American Society of Civil Engineers. All rights reserved.

Clair Street	Bounds St	Serville Dr
Cloverleaf Circle	Palmyra St	Palmyra St
Coleman Avenue	Medgar Evers Blvd	Elraine Blvd
Comet Street	Galaxie Dr	Keele St
Cone Place	Lake of Pines Dr	Pine Bay Dr
		Woodrow
Content Street	Hull St	Wilson
County Cork Road	Fernwood Dr	Briarwood Dr
Covent Street	Bell St	Taft St
		Meadowbrook
Crane Blvd	Old Canton Rd	Rd
Creekwood Place	Pear Orchard	Dead end
Crestview Street	Manship St	Fortification St
<u>Street</u>	<u>From</u>	<u>To</u>
Cromwell Street	Ridgeway St	Dead End
Cumberland	Valley Ridge N	Dead End
Cypress Trail	Foxboro Drive	River Road N
Dale Court	Chandler Dr	Dead end
Dalrymple Court	Wild Valley	Dead End
		Dryden
Darius Drive	Dixon Road	Avenue
Dartmount Drive	Dead end	Dead end
Deer Creek Drive	Wild Valley	Southwood
Deer Trail	Foxboro Drive	River Road N
		Dryden
Delisle Drive	Dixon Road	Avenue
Desaline Avenue	Dead end	Dead end
Diane Drive	Maria Dr	Maria Dr
D'Iberville Place	Serville Dr	Dead end
Diller Lane	E Sedgwick Ct	Dead end
Dogwood Hills Drive	Pear Orchard	Dead end
Douglas Drive	Ridgewood Rd	Restbrook Dr
Dover Place	E Sedgwick Ct	Dead end
Dr Moton Street	B T Washington	Bishop St
Drefus Hill	N Lamar	Drefus St

Exhibit A--Engineer's Services.

Exhibits to EJCDC® E-500, Agreement between Owner and Engineer for Professional Services.
 Copyright© 2020 National Society of Professional Engineers, American Council of Engineering Companies,
 and American Society of Civil Engineers. All rights reserved.

Dreyfus Street	E Church St	E Monument St
Dryden Avenue	Darius Drive	Dead end
Duberry Lane	Dixon Road	Dead end
Dunleith Place	Elms Court Cl	Elms Court Cl
Dye Cove	Dye St	Dead end
Dye Street	Rita Dr	Jackye Ln
E Cheryl Drive	Wild Valley	N Cheryl Dr
E Davis Street	N Blair	N West St
E Manor Court	E Manor Dr	Dead End
E Monument Street	N Lamar	Farish St
E Sedgwick Court	Beechcrest Dr	Sedgwick Dr

Street

From

To

East County Line Road; inc CdS	E County Line	E County Line
East Ridge Drive	Meadowbrook Rd	Northside Dr
Eastbourne Place	Ridgewood Rd	Restbrook Dr
Eastover Place	Meadowbrook Rd	Dead end
Eastwood Rd	Northside Dr	Southwood Dr
Edgewood Street	Euclid Avenue	Belhaven St.
Edward Lane	Northside Dr	Dead end
Elm Street	Palmyra St	Bailey Ave
Elms Court Circle	Raymond Rd	Raymond Rd
Elrairie Boulevard	Coleman Ave	Dead End
Emmitt Avenue	Skyline Dr	Dead End
Erie Street	Wood St	MLK Drive
Euclid Avenue	N State St	Peachtree St
Executive Place	Frontage Road	Bounds St
Fairbanks Street	Mill St	Lamar St
Fairoaks Cove	Fair Oaks Dr	Dead end
Fairoaks Drive	Sharon Hills Dr	Dead end
Fairview Street	N State St	Peachtree St
FD Roosevelt	Presidential Dr	Dead End

Exhibit A—Engineer's Services.

Exhibits to EJCDC® E-500, Agreement between Owner and Engineer for Professional Services.
Copyright© 2020 National Society of Professional Engineers, American Council of Engineering Companies,
and American Society of Civil Engineers. All rights reserved.

Fernwood Drive	Enochs St	Comfort St
Fernwood Drive	N State St	Dead end
Flag Chapel Circle	Flag Chapel Rd	Dead end
Flowers Drive	Raymond Rd	Diane Dr
Foxboro Drive	River Road	Dead end
Friar Circle	Nottingham Rd	Dead End
Gammil Street	Ridgeway St	Skyline Dr
Gillespie Street	N State St	Peachtree St
Glen Ridge Drive		
Glendale	Pleasant Ave	Dead end
Gordon Street	Woodrow Wilson	Jennings St
Green Harbour Drive	Watkins Dr	Pine Island Dr
Hancock Street	Kimbell Ave	Dead end
<u>Street</u>	<u>From</u>	<u>To</u>

Harriotte Avenue	Laura Ave	Ellis Ave
Hawthorne Court	Brookwood Rd	Dead end
Hawthorne Drive	Avondale St	Brookwood Rd
Hazel Street	Euclid Avenue	Poplar Blvd
Hazlewood Drive	Northside Dr	N Cheryl Dr
Hemingway Circle	Ellis Ave	Ellis Ave
Hickory Ridge	Northside Dr	Southwood Dr
Hidden Valley Lane	Raymond Rd	Dead end
Hollywood Avenue	Fernwood Dr	Summit Drive
Homewood Circle	Hamilton Blvd	Dead End
Horseshoe Circle	Palmyra St	Palmyra St
Horton Avenue	Fernwood Dr	Briarwood Dr
Hull Street	Content St	Pleasant Ave
Inwood Drive	Post Oak Rd	Dead End
Irving Place	N Honeysuckle	N Honeysuckle
Jackye Ln	Dead end	Dead end
James Madison	LBJ	Ab Lincoln
		James Monroe
James Monroe Drive	LBJ	PI
James Monroe Place	Ab Lincoln Dr	Dead End

N. Jefferson Street	Arlington St	Gillespie St
Jessamine Street	Wood St	Bailey Ave
Jo Ann Drive	Edward Ln	Rita Dr
John Adams	LBJ	Ab Lincoln
John F Kennedy Blvd	Presidential Dr	Presidential Dr
Johnson Place	LBJ	Dead End
Josanna Street	West St	Lamar St
Katherine Blvd	Wild Valley	N Cheryl Dr
Keele Street	Cedars Lebanon Rd	Marquis St
		N Canton Club
Kinder Drive	S Canton Club Cir	Cir
Kings Court	E Manor Dr	Dead End
Kings Place	Lake Trace Drive	Springridge Dr
<u>Street</u>	<u>From</u>	<u>To</u>
Kingston Avenue	Gammill St	Dead End
Kirkwood Court	Kirkwood Pl	Dead End
Kirkwood Place	Northside Dr	Dead End
Lake Cove Drive	Will-O-Lake Dr	Dead End
		Hemingway
Laura Avenue	Hemingway Cir	Cir
Lee Circle	McDowell Rd	McDowell Rd
Linda Lane	Marshall Place	Dead end
Lois Cove	Barrier Pl	Dead End
Lurline Drive	Raymond Rd	Stillcreek Dr
Lyndon B Johnson	Flag Chapel Rd	Flag Chapel Rd
		John F
Lyndon B Johnson	Flag Chapel Rd	Kennedy Blvd
Lynwood Drive	Manhattan Rd	ISS Frontage
Malvern Place	Thomwood Pl	Dead End
		Cedars
Manhattan Road	Meadowbrook Rd	Lebanon
Manship Street	West St	Lamar St
Maria Court	Maria Dr	Dead End
		Barbara Ann
Maria Drive	McDowell Rd	Dr
Maria Terrace	Maria Dr	Dead End

Exhibit A—Engineer's Services.

Exhibits to EJCDC® E-500, Agreement between Owner and Engineer for Professional Services.
 Copyright© 2020 National Society of Professional Engineers, American Council of Engineering Companies,
 and American Society of Civil Engineers. All rights reserved.

Marion Dunbar Street	Stonewall St	W Ridgeway St
Marquis Street	Galaxie Dr	Keele St
McKee Street	Lamar St	N West St
		Hemingway
Meloan Avenue	Hemingway Cir	Cir
Michael Clay Court	Michael Clay Dr	Dead end
Michele Court	Michael Clay Dr	Dead end
Miller Avenue	Skyline Dr	Dead End
		Crepe Myrtle
Mimosa Avenue	Cedars Lebanon Rd	Dr
Myles Alley	Bailey Ave	Dead end
N Blair St	E Monument	E Fortification
N Cheryl Drive	W Cheryl Dr	Private
<u>Street</u>	<u>From</u>	<u>To</u>
N Honeysuckle Drive	Meadowbrook Rd	Meadowbrook
		Meadowbrook
N Honeysuckle Lane	Honeysuckle Ln	Rd
Needle Cove Drive	Watkins Dr	Pine Island Dr
Noel Street	Mill St	Covent St
Northover Drive	Southwood St	Hickory Ridge
Northwood Circle	Cedarwood Dr	Dead End
Northwood Place	Northwood Dr	Dead End
Nottingham Road	N Cheryl	Katherine Blvd
Oak Creek Place	Pear Orchard	Dead end
		Countrywood
Oak Tree Drive	Hamilton Blvd	Dr
		Meadowbrook
Oakridge Drive	Old Canton Rd	Rd
Oakwood Place	Cedarwood Dr	Dead End
Oakwood Street	N State St	Edgewood St
Office Park Drive	Lynwood Dr	Northside Dr
Overlook Place	Dead end	Dead end
Park Ave	N State St	Dead End
		Woodrow
Peace Street	Hull St	Wilson
Peach Orchard Street	Bailey Ave	Pleasant Ave

Exhibit A—Engineer's Services.

Exhibits to EJCDC® E-500, Agreement between Owner and Engineer for Professional Services.
 Copyright© 2020 National Society of Professional Engineers, American Council of Engineering Companies,
 and American Society of Civil Engineers. All rights reserved.

Pear Orchard Place	Pear Orchard	Dead end
Pickford Lane	E Sedgwick Ct	Dead end
Pine Bay Drive	Forest Ave	Pine Island Dr Lake of Pines Dr
Pine Island Drive	Watkins Dr	
Pine Street	Euclid Avenue	Arlington St Dead end @ Fortification
Pleasant Avenue	Woodrow Wilson	
Pleasant Court	Bell St	Dead end
Polo Drive	St Andrews Dr	Dead end
Ponce de Leon Place	Serville Dr	Dead end Valley North Blvd
Post Oak Road	Livingston Rd	
<u>Street</u>	<u>From</u>	<u>To</u>
Presidential Drive	Hwy 49 @ Entrance	FD Roosevelt
Presto Lane	N State St	Highland Dr Woodrow Wilson
Prosperity Street	Hull St	
Quail Run Drive	Meadowbrook Rd	E Manor Dr
Raintree Place	Pear Orchard	Dead end
Randolph Street	Stonewall St	W Ridgeway St
Redbud Road	Eastover Dr	Dead End
Regency Court	E Manor Dr	Dead End
Restbrook Drive	Eastbourne Pl	Douglas Dr
Rhymes Place	Eastbourne Pl	Lake Circle
Richwood Drive	County Line Rd	Dead End
Rita Court	Rita Dr	Dead end
Rita Drive	JoAnne Dr	Carley Dr
River Cove	Cypress Trail	Cypress Trail
Riveria Drive	S Canton Club Cir	Sedgwick Dr
Riverwood Circle	Riverwood Dr	Riverwood Dr
Riverwood Drive	Old Canton Rd	Private Gate
Roadway Street	Smith Robinson	Randolph St Meadowbrook Rd
Robin Drive	Hawthorne Dr	
Rock Glen Place	Valley Ridge Dr	Dead End

Exhibit A—Engineer's Services.

Exhibits to EJCDC® E-500, Agreement between Owner and Engineer for Professional Services.
Copyright© 2020 National Society of Professional Engineers, American Council of Engineering Companies,
and American Society of Civil Engineers. All rights reserved.

<u>Street</u>	<u>From</u>	<u>To</u>
Rondo Street	Woodrow Wilson	Dead End
Roosevelt Circle	FD Roosevelt	Warren
Roosevelt Place	RD Roosevelt	Harding Dr
S Canton Club Circle	Old Canton Rd	Dead End
Sandlewood Drive	Will-O-Run Dr	Sedgwick
Sandridge Drive	Dead end	Will-O-Lake Dr
Sedgwick Drive	Bridge @ Purple Cr	Dead End
Serville Drive	Manhattan Rd	Dead end
Sharon Hills Drive	Will-o-Run Dr	Clair St
Short Davis Street	Fortification St	Current @
		Waxwing
		E Davis St
Short unnamed	Fairwood Dr	Dead End
Sidway Street	Mill St	Lamar St
Skyline Drive	Ridgeway St	Dead End
Smith Robinson Street	Stonewall St	W Ridgeway St
Southwood Place	Cedarwood Dr	Dead End
Southwood Street	Dead end	Dead End
Spanish Court	West St	Lamar St
Springhill Circle	Pear Orchard	Pear Orchard
Springridge Drive	Pear Orchard	Kristen Dr
St Andrews Drive	Old Canton Rd	Dead end
St Andrews Place	St Andrews Dr	Dead end
St Regis Court	E Manor Dr	Dead End
Stillcreek	Barrier Pl	Lurline Dr
Stover Avenue	Miller Ave	Dead End
		James Davis
		Dr
Sylvia Street	Beasley Rd	Elms Court Cl
Tanglewood Place	Elms Court Cl	Elms Court Cl
Thackery Circle	E Sedgwick Ct	Dead end
Thomas Jefferson	LBJ	Ab Lincoln
Thornwood Place	Post Oak Rd	Dead End
Trawick Drive	Northside Dr	N Cheryl Dr
Valley Ridge Road	Post Oak Rd	Dead End

Exhibit A—Engineer's Services.

Exhibits to EJCDC® E-500, Agreement between Owner and Engineer for Professional Services.
 Copyright© 2020 National Society of Professional Engineers, American Council of Engineering Companies,
 and American Society of Civil Engineers. All rights reserved.

Vardaman Street	Rondo St	Bailey Ave
Vista Court	N Canton Club Cir	Dead end
W Bell Street	Pleasant Ave	Bailey Ave
W Cheryl Drive	Northside Dr	N Cheryl Dr
W Sedgwick Court	Sedgwick Dr	Dead end
Warren Harding Dr	FD Roosevelt	Dead End
Wedgewood Street	E Manor Dr	Southwood Rd
Whitehaven	TV Road	Raymond Rd
Will-O-Lake Drive	Will-O-Run Dr	Dead End
Will-O-Run Drive	Sandlewood Dr	Dead End
Wilson Street	Kenner St	Livingston St
<u>Street</u>	<u>From</u>	<u>To</u>
Wimbledon Drive	St Andrews Dr	Dead end
Windy Ridge Cove	Pear Orchard	Dead end
Wood Street	Maple St	Bell St
Woodgrove Cir	Sandlewood Dr	Dead End
Woodlark Drive	Southwood	Wedgewood
Woodward	Old Canton Rd	Dead end
Woodway Drive	N State St	Manhattan Rd

Engineer shall provide Basic and Additional Services as set forth below.

ARTICLE 1—BASIC SERVICES

1.01 Management of Engineering Services

- A. All phases of Engineer's services will include management of Engineer's Project-specific responsibilities, including but not limited to the following management tasks, whether separately tracked and itemized or included as being incidental to other phase and scope task items.
 1. Develop and submit an Engineering Services Schedule. The Engineering Services Schedule will:
 - a. be consistent with and serve as a supplement to the Schedule of Deliverables set forth in Exhibit B.
 - b. be updated on a regular basis, and as required to reflect any programmatic decisions by Owner.

Exhibit A—Engineer's Services.

Exhibits to EJCDC® E-500, Agreement between Owner and Engineer for Professional Services.
 Copyright© 2020 National Society of Professional Engineers, American Council of Engineering Companies,
 and American Society of Civil Engineers. All rights reserved.

- c. include, but not be limited to, an anticipated sequence of tasks; estimates of task duration; interrelationships among tasks; milestone meetings and submittals; anticipated schedule of construction; and other pertinent Project events.
 2. Develop and submit detailed work plans from Exhibit A tasks.
 3. Coordinate services within Engineer's internal team, and with Subconsultants and Engineer's Subcontractors.
 4. Prepare for and participate in meetings with consultants and contractors working on other parts of the Project that may affect, or be affected by, Engineer's services or resulting construction.
 5. Prepare and submit monthly engineering services progress reports to the Owner. Include summary of services performed in period, expected progress in next period, percent completion of current tasks, and a description of major issues or concerns.
 6. Special Invoicing: In addition to, or as a substitute for, Engineer's standard invoicing, provide the specified additional information or documentation, following the invoicing procedures indicated: Invoice will include a breakdown of services provided.
 7. Conduct ongoing management tasks, including:
 - a. Maintaining communications records and files pertaining to or arising from Engineer's services;
 - b. With respect to Engineer's services and other directly relevant parts of the Project, prepare for and participate in periodic progress meetings with Owner to discuss progress, schedule, budget, issues, potential problems and their resolution; and
 - c. Preparing agendas prior to and minutes following all Engineer-led meetings.
- B. In all phases of Engineer's services, Engineer shall prepare draft and final Drawings in accordance with Engineer's CAD standards, using 2026 version Civil 3D software.
- C. The source documents for the draft and final Specifications in all phases of Engineer's services will be Engineer's standard specifications, unless otherwise mutually agreed upon by the parties.
- D. After acceptance by Owner of the Report and any other Study and Report Phase deliverables (if Engineer's services under this Agreement included Study and Report Phase services); selection by Owner of a recommended solution; issuance by Owner of any instructions for use of Project Strategies, Technologies, and Techniques, or for inclusion of sustainable features in the design, or enhanced resiliency of the design; indication by Owner of any specific modifications or changes in the scope, extent, character, or design requirements of the Project desired by Owner; and any necessary changes, refinements, and supplementation of the Baseline Information set forth at the beginning of this Exhibit A, Engineer and Owner shall discuss, resolve, and document in writing any necessary revisions to Engineer's scope of services, compensation (through application of the provisions regarding Additional Services, or otherwise), and the time for completion of Engineer's services, resulting from the selected solution, related Project Strategies, Technologies, or Techniques, sustainable design and resiliency instructions, specific modifications to the Project, or changes, refinements, or supplementation of the Baseline Information.

Exhibit A—Engineer's Services.

Exhibits to EJCDC® E-500, Agreement between Owner and Engineer for Professional Services.
Copyright© 2020 National Society of Professional Engineers, American Council of Engineering Companies,
and American Society of Civil Engineers. All rights reserved.

- E. Upon written authorization from Owner, Engineer shall:
1. Review and assess all available Project information and data, including any pertinent reports or studies (whether prepared by Engineer or others) and any related instructions from Owner.
 2. Based on the threshold review and assessment of available information and data, advise Owner of any need for Owner to obtain, furnish, or otherwise make available to Engineer any additional information and data, for Engineer's use in the preparation of a Preliminary Design Phase Report.
 3. Prepare a Preliminary Design Phase Report in the following format: This may consist of the listing of the necessary documents required for the final design.
 4. The Preliminary Design Phase Report will consist of final design criteria, ~~preliminary drawings, a preliminary list of expected specifications,~~ and written descriptions of the Project. The Preliminary Design Phase Report will consider the following matters to the extent applicable to the Project and as necessary to establish the basis of design for proceeding to final design and construction:
 - a. The Project concept, intent, performance criteria, desired outcomes, Owner's standards and Owner directed improvements and facility elements as established in the Study and Report Phase and as expressly set forth in the Baseline Information section of this Exhibit A (collectively the "Project Goals").
 - b. Recommended appropriate design criteria for each primary portion and significant discipline of the design necessary to address the Project Goals.
 - c. Site conditions and characterization as known at the time of, or to be determined during, the Preliminary Design Phase, including topography; subsurface information; Constituents of Concern; cultural, historical, and archaeological resources at the Site; wetlands information; and evaluations of flora and fauna that may be affected by the Project.
 - d. The time schedule for completion of the Project in accordance with Project Goals, including any recommended changes to the time required to complete the Final Design Phase (as set forth in Exhibit B, Deliverables Schedule) and estimated schedule(s) for construction.
 - e. Identification of major items of materials and equipment, rationale for selection with consideration of quality, suitability, pricing, sourcing, regulatory, and bidding issues affecting recommended selection.
 - f. Opinions of probable Construction Cost.
 - g. Construction Phase quality assurance and quality control needs affecting development of Drawings and Specifications and other Final Design and Bidding Phase documents.
 - h. The effect of permits and authorizations by other entities and utility coordination needs on the Project.
 - i. Other matters and information pertinent to addressing the Project Goals.

5. Visit the Site as needed to prepare the Preliminary Design Phase Report.
6. If at any point in the Preliminary Design Phase it becomes apparent to Engineer that additional reports, data, information, or services of the types described in Article 2 are necessary, then so advise Owner, and assist Owner in obtaining such reports, data, information, or services.
7. Above-Ground Utilities
 - a. Review above-ground utilities information obtained from Owner and from observations at the Site.
 - b. Make recommendations regarding any further identification, investigation, and mapping of above-ground utilities at or adjacent to the Site, for Engineer's design purposes or otherwise.
 - c. Account for above-ground utilities, based on available information, when advancing design during the Preliminary Design Phase.
8. Underground Facilities
 - a. Review Underground Facilities data furnished by Owner. Assist Owner in reducing and managing risks associated with Underground Facilities by working together with Owner to jointly establish a procedure ("Underground Facilities Procedure") for the further identification, investigation, and mapping of Underground Facilities at or adjacent to the Site, using ASCE 38, "Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data," as a basis for establishing such Underground Facilities Procedure.
 - b. Such Underground Facilities Procedure must take into account the Site and the nature of the Project.
 - c. Use the Underground Facilities Procedure to aid in the performance of design services:
 - 1) Account for Underground Facilities, based on available information, when advancing the design during the Preliminary Design Phase.
 - 2) The Underground Facilities Procedure will include a plan to keep Underground Facilities information current as Engineer proceeds with the provision of design services, and to add new or relocated Underground Facilities information to the base utility or Site drawings.
 - 3) To manage the potential impact of design changes on Underground Facilities, Engineer shall work together with Owner to modify or reapply the Underground Facilities Procedure as the design progresses and changes.
9. Mitigation of Utilities Conflicts
 - a. Identify potential conflicts between the Project (including existing and new facilities and structures) and above-ground utilities and Underground Facilities as reviewed in Exhibit A Paragraphs 1.02.B.8 and 9 above, and advise Owner regarding the need for resolution of such conflicts with utility and Underground

Facilities owners and permit agencies. Identify the potential need for the relocation of existing above-ground utilities and Underground Facilities.

- b. Update the Underground Facilities Procedure as necessary for any Underground Utilities conflicts and relocations.
- c. Working together with Owner, jointly identify which specific parties or other entities will be responsible for implementation of the various specific parts of the Underground Facilities Procedure (including those parts that address resolution of Underground Facilities conflicts), and for resolution of above-ground utilities conflicts. Such identification will take into account Owner's authority and standing, as owner of the Site, with respect to Underground Facilities and above-ground utilities.
 - 1) To the extent that Owner and Engineer agree that in addition to performing the design-related obligations set forth in Exhibit A Paragraphs 1.02.B.8 and 9, Engineer will also implement any non-design part of the Underground Facilities Procedure (including resolution of Underground Facilities conflicts), or undertake resolution of above-ground utilities conflicts, such additional duties will be Additional Services under Article 2 of this Exhibit A.

10. Surveys, Topographic Mapping, and Utility Documentation

- a. Coordinate with Owner's utility engineer, utility consultant, or land surveyor for the necessary field surveys, topographic mapping, and utility documentation required for Engineer's design purposes, or by the Underground Facilities Procedure.
- b. If no scope of work and procedure for utility documentation has been established, selected, or authorized, then at a minimum Engineer will contact utility owners and obtain available information. Except as otherwise provided in this Agreement, Owner acknowledges that the information gathered from utility owners may be incorrect, incomplete, outdated, or otherwise flawed, and as to Engineer, bidders, and Contractor, the Owner accepts all associated risks. Owner reserves all associated rights as to recourse against the sources of such flawed information and against third parties.

11. Prepare initial draft of a comprehensive permit document that identifies Owner's permit duties, Engineer's permit duties, and Contractor's permit duties, and the schedule for permitting activities.

12. Obtain Owner's instructions regarding Owner's procurement of construction services (including instructions regarding advertisements for bids, instructions to bidders, and requests for proposals, as applicable), Owner's construction contract practices and requirements, insurance and bonding requirements, electronic transmittals during construction, and other information necessary for the finalization of Owner's Bidding/Proposal Documents and Front-End Construction Contract Documents.

- a. Also obtain copies of Owner's standard Bidding/Proposal Documents and Front-End Construction Contract Documents (if other than the EJCDC 2018 Construction Series documents), and any other related documents or content for Engineer to

- include in drafts of the Project-specific Bidding/Proposal Documents and Front-End Construction Contract Documents, when applicable.
- b. Review Owner's instructions regarding procurement, bidding and contracting of construction services with respect to effects on the Project design, schedule and construction and address as needed in the Preliminary Design Phase deliverables.
13. Prepare the Preliminary Design Phase Report. This Report will consist of, as appropriate, separate or combined submittals in whole or summary, the Preliminary Design Phase documents listed in Exhibit A Paragraph 1.02.B.4, and Engineer's findings and recommendations for advancing the Project to the Final Design Phase (including Engineer's findings and recommendations, if any, regarding permitting, utilities, and Underground Facilities). The submittal will be in the format of a report, or otherwise organized and assembled for ease and practicality of use.
 - a. Based on the information contained in the Preliminary Design Phase documents, prepare a revised opinion of probable Construction Cost, and on the basis of information furnished by Owner, assist Owner in tabulating the various cost categories which comprise Total Project Costs.
 - b. Engineer will meet with Owner to discuss the draft Preliminary Design Phase submittal and receive Owner's comments.
 14. Perform or provide the following other Preliminary Design Phase tasks or deliverables:
 - a. ***Perform field reconnaissance of the listed streets to verify general street limits, apparent pavement condition, curb and gutter presence, roadside ditch conditions, and visible reconstruction or drainage concerns.***
 - b. ***Review and validate the Owner-provided street list and develop an updated planning-level street inventory, including approximate street lengths, limits, and preliminary classification.***
 - c. ***Classify streets into anticipated improvement categories, including resurfacing, enhanced resurfacing, and reconstruction-level improvements.***
 - d. ***Develop preliminary assumptions for mill and overlay, base repair, ADA improvements, drainage/ditch improvements, and reconstruction.***
 - e. ***Coordinate with survey and geotechnical subconsultants to define planning-level survey and geotechnical scopes.***
 - f. ***Develop preliminary construction packaging assumptions, including anticipated resurfacing packages and reconstruction/enhanced improvement package.***
 - g. ***Prepare preliminary opinion of probable construction cost by package or improvement category.***
 - h. ***Identify streets or segments requiring additional survey, geotechnical investigation, drainage evaluation, or reconstruction-level design.***
 15. Furnish the Preliminary Design Phase Report, opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables to Owner pursuant to the

requirements of the Deliverables Schedule in Exhibit B and review the deliverables with Owner.

16. Revise the Report and any other deliverables in response to Owner's comments, as appropriate, and submit revised deliverables pursuant to the Deliverables Schedule.

F. Engineer's services under the Preliminary Design Phase will be considered complete on the date when Engineer has delivered to Owner the final Preliminary Design Phase Report (as revised) and associated documents, revised opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables.

1.02 Final Design Phase

A. After acceptance by Owner of the Preliminary Design Phase Report and any other Preliminary Design Phase deliverables; issuance by Owner of any instructions for specific modifications or changes in the scope, extent, character, or design requirements of the Project desired by Owner; and any necessary changes, refinements, and supplementation of the Baseline Information set forth at the beginning of this Exhibit A, Engineer and Owner shall discuss, resolve, and document any necessary revisions to Engineer's scope of services, compensation (through application of the provisions regarding Additional Services, or otherwise), and the time for completion of Engineer's services, resulting from specific modifications to the Project, or changes, refinements, or supplementation of the Baseline Information.

1. The number of prime contracts for Work designed or specified by Engineer upon which the Engineer's compensation has been established under this Agreement is **6 packages (5 resurfacing + 1 construction)**. If more prime contracts are awarded, Engineer shall be entitled to an equitable increase in its compensation under this Agreement.

2. If more than one prime construction contract is to be awarded for the Work designed or specified by Engineer, then Owner shall define and set forth (in an exhibit to this Agreement, or in a subsequent document) the duties, responsibilities, and limitations of authority of a person or entity that will have authority and responsibility for coordinating the activities among the various prime Contractors, and any resulting changes in the duties, responsibilities, and authority of Engineer.

3. In the event that the Work designed or specified by Engineer is to be performed or furnished under more than one prime construction contract, or if Engineer's services are to be separately sequenced with the work of one or more separate design professional consultants or prime Contractors (such as in the case of fast-tracking), Owner and Engineer shall, prior to commencement of the Final Design Phase, develop a schedule for performance of Engineer's services during the Final Design, Bidding/Proposal, Construction, and Post-Construction Phases in order to sequence and coordinate properly such services as are applicable under such separate prime construction contracts. This schedule is to be prepared and included in or become an amendment to Exhibit A whether or not the work under such construction contracts is to proceed concurrently.

B. Upon written authorization from Owner, Engineer shall prepare final Drawings and Specifications indicating the scope, extent, and character of the Work to be performed and furnished by Contractor, in accordance with the Preliminary Design Phase Report (as revised)

and other Preliminary Design Phase deliverables. As part of the preparation of the Drawings and Specifications, Engineer shall prepare interim drafts and final Drawings and Specifications as follows, pursuant to the Deliverables Schedule in Exhibit B:

1. First Final Design Phase draft of all Drawings and Specifications.
 2. Second Final Design Phase draft of all Drawings and Specifications, addressing Owner comments and including appropriate design advancement.
 3. Final Drawings and Specifications that address Owner comments; complete the design; are suitable for estimating and pricing by prospective Contractors; and are complete and ready for construction.
- C. In preparing the Specifications (and any bidding, contract, or other documents that are part of Engineer's scope of services), Engineer shall obtain from Owner or Owner's legal counsel any relevant constraints such as requirements for use of domestic steel and iron, other domestic purchasing requirements, statutory restrictions on utilizing proprietary specifying methods, and the like, and comply with or account for such constraints in drafting Specifications, Bidding/Proposal Documents, and other Project documents.
- D. Engineer shall prepare or assemble draft Bidding/Proposal Documents and Front-End Construction Contract Documents as follows:
1. Such documents will be based on the 2018 EJCDC Construction Documents, and on the specific bidding or Contractor selection-related instructions and forms, contract forms, text, or other content received from Owner.
 2. When Engineer is required to use other than the 2018 EJCDC Construction Documents, then as required in the Preliminary Design Phase Owner will furnish to Engineer a copy of the required documents to be used for the Project's Bidding/Proposal Documents and Front-End Construction Contract Documents. Prior to the first Final Design Phase submittal, Engineer will review the bidding and contracting documents furnished by Owner and provide comments to Owner. Engineer will meet with Owner to discuss Engineer's comments. Owner will consider Engineer's recommendations to revise Owner's documents for the Project.
 3. Engineer will furnish to Owner, for review by Owner's legal counsel, the draft Bidding/Proposal Documents and Front-End Construction Contract Documents. Owner and Owner's legal counsel must transmit to Engineer, in a timely manner, one coordinated set of comments and revisions to the draft documents.
- E. During the Final Design Phase the Engineer shall continue to account for above-ground utilities and Underground Facilities as the design advances and is finalized. This may include:
1. performing the services assigned to Engineer under the Underground Facilities Procedure described in Exhibit A Paragraph 1.03 above, including but not limited to the design-related tasks in Exhibit A Paragraph 1.03.B.9.
 2. addressing required and proposed activities or mitigations identified in the analysis of utilities and by the Underground Facilities Procedure as having an impact on the final design, and considering such in preparing the Drawings and Specifications.
- F. Engineer shall perform or furnish the following other Final Design Phase services:

Exhibit A—Engineer's Services.

Exhibits to EJCDC® E-500, Agreement between Owner and Engineer for Professional Services.
Copyright© 2020 National Society of Professional Engineers, American Council of Engineering Companies,
and American Society of Civil Engineers. All rights reserved.

1. Visit the Site as needed to assist in preparing the final Drawings and Specifications.
2. Advise Owner of any recommended adjustments to the opinion of probable Construction Cost. Furnish to Owner an updated opinion of probable Construction Cost with the interim and final deliverables of the Drawings and Specifications.
3. After consultation with Owner, include in the Front-End Construction Contract Documents any Electronic Document Protocol addressing specific protocols for the transmittal of Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website.
4. Assist Owner in assembling known reports and drawings of Site conditions, and in identifying the technical data contained in such reports and drawings upon which bidders or other prospective contractors may rely.
5. Review the preliminary schedule for the Construction Phase and advise Owner when initial understanding of the Construction Contract Times must or should be revised, and furnish Owner with recommendations on revisions to the proposed Construction Contract Times.
6. Engineer's project manager and other appropriate staff will participate in the following meetings and conference calls:
 - a. First draft design review meeting at Owner's office.
 - b. Second draft design review meeting at Owner's office.
 - c. Engineer will prepare and distribute minutes of each such meeting and conference call, indicating attendees, topics discussed, decisions made, and action items for follow-up.
7. Perform or provide the following other Final Design Phase activities or deliverables:
 - a. Deliver Advertisement and Front-End Documents to Owner's legal counsel prior to Second draft design review meeting at Owner's office.
 - b. **Resurfacing Packages (5 anticipated – Preliminary / Programmatic Level Design):** Resurfacing design is based on limited field reconnaissance and available data. It is assumed that 70% of the streets will be included in the Resurfacing packages. No detailed topographic survey will be performed for resurfacing streets. Quantities and limits are approximate and intended for program-level budgeting and packaging. Deliverables for resurfacing packages will be developed to an approximate 60% design level and will include:
 - 1) Programmatic framework for resurfacing package development
 - 2) Typical sections for resurfacing treatments
 - 3) Key maps, exhibit maps, and package limits
 - 4) Street lists and limits of work
 - 5) Quantity estimates based on available data and limited field verification
 - 6) Preliminary (planning-level) construction cost estimates

- 7) Assembly of bid packages for Owner review
- 8) Resurfacing package design **will not include** the following unless otherwise authorized as Additional Services:
 - 9) ADA ramp design
 - 10) Traffic Control Plans (TCP)
 - 11) Detailed drainage design
 - 12) Full plan and profile sheets
 - 13) Detailed utility coordination beyond available information
- c. **Reconstruction Package (1 anticipated – Full Design):**
 - 1) Deliverables for the reconstruction package will be developed to a full design level and will include:
 - 2) Detailed plan and profile sheets
 - 3) Roadway geometry and vertical alignment design
 - 4) Pavement structural design based on geotechnical recommendations
 - 5) Drainage design, including storm sewer systems, culverts, and hydraulic evaluation where required
 - 6) Grading plans and ditch re-establishment where applicable
 - 7) Utility coordination based on available information and field conditions
 - 8) Standard details and technical specifications
 - 9) Quantity estimates and final opinion of probable construction cost
 - 10) Preparation of bid-ready construction documents
 - 11) Reconstruction design will be developed based on full topographic survey and geotechnical investigation for identified streets or segments requiring reconstruction-level improvements.
- d. The level of design effort will vary based on the classification of each street as determined during the Preliminary Design Phase. Streets identified for resurfacing will receive program-level design as described above, while streets identified for reconstruction will receive full design services. Streets not initially identified for reconstruction that are later determined to require reconstruction-level improvements due to field conditions, insufficient pavement structure, or Owner direction will be treated as Additional Services.

G. Engineer shall complete the Final Design Phase as follows:

1. Pursuant to the requirements of the Deliverables Schedule in Exhibit B, furnish for review by Owner, its legal counsel, and other advisors, the final Drawings and Specifications (as set forth in Exhibit A Paragraph 1.04.B.3 above); assembled drafts of other Construction Contract Documents including the draft Front-End Construction Contract Documents; the draft Bidding/Proposal Documents; the most recent opinion

of probable Construction Cost; and any other Final Design Phase deliverables, and review the deliverables with Owner.

2. Revise the final Design Phase deliverables in response to Owner's comments, as appropriate, and submit revised deliverables pursuant to the Deliverables Schedule.
3. Engineer's services under the Final Design Phase will be considered complete on the date when Engineer has delivered to Owner the final Drawings and Specifications; assembled drafts of the Front-End Construction Contract Documents; the draft Bidding/Proposal Documents; and any other Final Design Phase deliverables, as revised.

1.03 Bidding/Proposal Phase

- A. After acceptance by Owner of the final Drawings and Specifications; assembled drafts of other Construction Contract Documents, including the draft Front-End Construction Contract Documents; the draft Bidding/Proposal Documents; the most recent opinion of probable Construction Cost as determined in the Final Design Phase, and any other Final Design Phase deliverables, and upon written authorization by Owner to proceed, Engineer shall:
 1. Assist Owner in advertising for and obtaining bids or proposals for the Work; assist Owner in issuing assembled Bidding/Proposal Documents and proposed Construction Contract Documents to prospective contractors; if applicable, maintain a record of prospective contractors to which documents have been issued; attend pre-bid conferences, if any; and receive and process contractor deposits or charges, if any, for the issued documents.
 - a. Engineer shall deliver three complete, hard copy sets of Construction Contract Documents prior to the first date of the advertisement of the Invitation for Bids.
 - b. Owner will place advertisements in the appropriate newspaper(s) and provide a complete set of Construction Contract Documents to the Owner's Plan Room manager prior to the advertisement of the Invitation for Bids.
 2. Prepare and issue addenda as appropriate to clarify, correct, or change the issued documents. Obtain Owner's concurrence on any Addenda that modify the Bidding Documents. Obtain prior concurrence when possible.
 3. If the issued documents require, the Engineer shall evaluate and determine the acceptability of "or equals" and substitute materials and equipment proposed by prospective contractors, provided that such proposals are allowed by the bidding-related documents (or requests for proposals or other construction procurement documents) prior to award of contracts for the Work. Services under this paragraph are subject to the provisions of Exhibit A Paragraph 2.01.A.2.
 4. Attend the bid opening; prepare bid tabulation sheets; and assist Owner in evaluating bids or proposals, assembling final Construction Contracts for the Work for execution by Owner and Contractor, and in preparing notices of award to be issued by Owner for such contracts.
 5. Provide information or assistance needed by Owner in the course of any review of bids, proposals, or negotiations with prospective contractors.
 6. Consult with Owner as to the qualifications of prospective contractors.

7. Consult with Owner as to the qualifications of subcontractors, suppliers, and other individuals and entities proposed by prospective contractors, for those portions of the Work as to which review of qualifications is required by the issued documents.
8. If Owner engages in negotiations with bidders or proposers, assist Owner with respect to technical and engineering issues that arise during the negotiations.
9. Perform or provide the following other Bidding/Proposal Phase tasks or deliverables:
 - a. Upon award of the Construction Contract, the Engineer shall furnish to Owner five executed copies of the Contract Documents and one electronic copy of the signed documents, including Drawings and Specifications.
10. The Bidding/Proposal Phase will be considered complete upon award of Construction Contracts for the Work and commencement of the Construction Phase, or upon cessation of negotiations with prospective contractors.

1.04 Construction Phase

- A. After completion of the Final Design Phase and concurrent with the Bidding/Proposal Phase, and after issuance by Owner of any instructions for specific modifications or changes in the scope, extent, character, design, schedule, number of prime construction contracts, and other construction requirements of the Project during the Construction Phase desired by Owner, the Engineer and Owner shall discuss, resolve, and document any necessary revisions to Engineer's scope of services or compensation (through application of the provisions regarding Additional Services, or otherwise), or the time for completion of Engineer's services, resulting from specific modifications to the Project.
 1. Engineer shall be responsible only for those Construction Phase services expressly required of Engineer in Exhibit A Paragraph 1.06, as duly modified. With the exception of such expressly required services, Engineer shall have no design, Submittal (including Shop Drawing) review, or other obligations during construction, and Owner assumes all responsibility for providing or arranging for all other necessary Construction Phase administrative, engineering, and professional services.
 2. Owner waives all claims against Engineer and its officers, directors, members, partners, agents, employees, and Subconsultants, and Engineer's Subcontractors, that may be connected in any way to Construction Phase administrative, engineering, or professional services except for those services that are expressly required of Engineer in Exhibit A. Notwithstanding the foregoing waiver, Engineer shall be responsible for any professional opinions and interpretations provided by Engineer to Owner during the Construction Phase or Post-Construction Phase, including interpretations or clarifications of the Construction Contract Documents.
- B. Upon successful completion of the Bidding/Proposal Phase, and upon written authorization from Owner, Engineer shall provide the following services:
 1. General Administration of Construction Contract: Consult with Owner and act as Owner's representative as provided in this Agreement and the Construction Contract. Unless otherwise set forth in the scope of Basic Services (as duly modified), the extent and limitations of the duties, responsibilities, and authority of Engineer shall be as assigned in EJCDC® C-700, Standard General Conditions of the Construction Contract

Exhibit A—Engineer's Services.

Exhibits to EJCDC® E-500, Agreement between Owner and Engineer for Professional Services.
Copyright© 2020 National Society of Professional Engineers, American Council of Engineering Companies,
and American Society of Civil Engineers. All rights reserved.

(2018) or other construction general conditions specified in this Agreement. Except as otherwise provided in the Construction Contract, Owner's communications to Contractor will be issued through Engineer.

- a. If the responsibilities of Engineer as set forth in the Construction Contract are greater than those Construction Phase services expressly required of Engineer in Exhibit A Paragraph 1.06, as duly modified, then Owner shall either (1) expand the scope of the Construction Phase services to match those of the Construction Contract, and compensate Engineer for any related increases in the cost to provide Construction Phase services, pursuant to the provisions for compensating Additional Services, or (2) identify a qualified individual or entity (other than Engineer) responsible for the additional responsibilities in the Construction Contract.
 - b. If Owner, or Owner and Contractor, modify the duties, responsibilities, and authority of Engineer in the Construction Contract, or modify other terms of the Construction Contract having a direct bearing on Engineer, or if Owner requires Engineer's services for construction that extends longer than the anticipated Construction Contract Times, then Owner shall compensate Engineer for any related increases in the cost to provide Construction Phase services, pursuant to the provisions for compensating Additional Services.
 - c. Engineer shall not be required to furnish or perform services contrary to Engineer's responsibilities as a licensed professional.
2. Resident Project Representative (RPR): Provide the services of an RPR at the Site to assist Engineer and to provide more extensive observation of Contractor's Work. Duties, responsibilities, and authority of the RPR are as set forth in Exhibit D. The furnishing of such RPR's services will not limit, extend, or modify Engineer's responsibilities or authority except as expressly set forth in Exhibit D.
 3. Selection of Independent Testing Laboratory: Assist Owner in the selection of an independent testing laboratory to perform required testing services.
 4. Pre-Construction Conference: Participate in and chair a pre-construction conference prior to commencement of Work at the Site; prepare and distribute agenda for the conference and prepare and distribute minutes of such conference.
 5. Electronic Transmittal Protocols: If the Construction Contract does not establish protocols for transmittal of Electronic Documents by Electronic Means, then Owner, Engineer, and Contractor shall jointly develop such protocols.
 6. Original Documents: Maintain and safeguard during the Construction Phase at least one original printed record version of the Construction Contract Documents, including Drawings and Specifications signed and sealed by Engineer and other design professionals in accordance with applicable Laws and Regulations. Throughout the Construction Phase, make such original printed record version of the Construction Contract Documents available to Contractor and Owner for review.
 7. Schedules: Receive, review, and, and, subject to the criteria of the Construction Contract, determine the acceptability of any and all schedules that Contractor is required to submit to Engineer, including the progress schedule, schedule of submittals,

Exhibit A—Engineer's Services.

Exhibits to EJCDC® E-500, Agreement between Owner and Engineer for Professional Services.
Copyright© 2020 National Society of Professional Engineers, American Council of Engineering Companies,
and American Society of Civil Engineers. All rights reserved.

and schedule of values. Advise Contractor in writing of Engineer's comments or acceptance of schedules.

a. Schedules will be acceptable to Engineer as to form and substance:

- 1) Progress Schedule: if it provides an orderly progression of the Work to completion within the Contract Times. Such acceptance will not impose on Engineer responsibility for the Progress Schedule, for sequencing, scheduling, or progress of the Work, nor interfere with or relieve Contractor from Contractor's full responsibility therefor.
- 2) Contractor's Schedule of Submittals: if it provides a workable arrangement for reviewing and processing the required Submittals.
- 3) Contractor's Schedule of Values: if it provides a reasonable allocation of the Contract Price to the component parts of the Work.

8. Baselines and Benchmarks: As appropriate, establish baselines and benchmarks for locating the Work which in Engineer's judgment are necessary to enable Contractor to proceed.

9. Permits: Provide Owner with copies of technical information and supporting data previously obtained or developed by Engineer for Owner's use, or for Owner to provide to Contractor, in obtaining required permits and licenses delegated to Contractor by Owner.

10. Visits to Site and Observation of Construction: In connection with observations of Contractor's Work while it is in progress:

a. Make visits to the Site at intervals appropriate to the various stages of the Work, as Engineer deems necessary, to observe as an experienced and qualified design professional, the progress of Contractor's executed Work. Such visits and observations by Engineer, including its RPR, if any, are not intended to be exhaustive or to extend to every aspect of the Work or to involve detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement and the Construction Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on Engineer's exercise of professional judgment, as assisted by its RPR, if any. Based on information obtained during such visits and observations, Engineer will determine in general if the Work is proceeding in accordance with the Construction Contract Documents, and Engineer shall keep Owner informed of the progress of the Work. Engineer will make a report of Engineer's visit, summarizing Engineer's general observations and any significant findings.

b. The purpose of Engineer's visits to the Site, and representation by the Resident Project Representative, if any, at the Site, will be to enable Engineer to better carry out the duties and responsibilities assigned to by this Agreement and undertaken by Engineer during the Construction Phase, and, in addition, by the exercise of Engineer's efforts as an experienced and qualified design professional, to provide for Owner a greater degree of confidence that the completed Work will conform in general to the Construction Contract Documents and that Contractor has

Exhibit A—Engineer's Services.

Exhibits to EJCDC® E-500, Agreement between Owner and Engineer for Professional Services.
Copyright © 2020 National Society of Professional Engineers, American Council of Engineering Companies,
and American Society of Civil Engineers. All rights reserved.

implemented and maintained the integrity of the design concept of the completed Project as a functioning whole as indicated in the Construction Contract Documents. Engineer will not, during such visits or as a result of such observations of the Work, supervise, direct, or have control over the Work, nor will Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, for security or safety at the Site, for safety precautions and programs incident to any Constructor's work in progress, for the coordination of the Constructors' work or schedules, nor for any failure of any Constructor to comply with Laws and Regulations applicable to furnishing and performing of its work. Accordingly, Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish or perform the Work, or any portion of the Work, in accordance with the Construction Contract Documents.

- c. These site visits must be at least monthly and the Engineer must document all visits to the project with copies furnished to the Owner.
11. Defective Work: If, on the basis of Engineer's observations or as indicated in documentation available to Engineer, Engineer believes that any part of the Work is defective under the terms and standards set forth in the Construction Contract Documents, Engineer will promptly issue written notice to Contractor (with copy to Owner) of such defective Work. Such notice will communicate the scope, extent (to Engineer's understanding) of defect, and associated provisions of the Construction Contract Documents.
 - a. Provide recommendations to Owner regarding whether Contractor should correct such Work or remove and replace such Work, or whether Owner should consider accepting the defective Work in accordance with the provisions of the Construction Contract Documents. Engineer shall give notice to Contractor regarding whether the defective Work should be repaired, replaced, or will be accepted by Owner.
 - b. However, Engineer's authority to provide this information to Owner or Engineer's decision to exercise or not exercise such authority will not give rise to a duty or responsibility of the Engineer to Contractors, Subcontractors, material and equipment suppliers, their agents or employees, or any other person(s) or entities performing any of the Work, including but not limited to any duty or responsibility for Contractors' or Subcontractors' safety precautions and programs incident to the Work.
 12. Compatibility with Design Concept: If Engineer has express knowledge that a specific part of the Work that is not defective under the terms and standards set forth in the Construction Contract Documents is nonetheless not compatible with the design concept of the completed Project as a functioning whole, then inform Owner of such incompatibility, and provide recommendations for addressing such Work.
 13. Clarifications and Interpretations: Accept from Contractor and Owner submittal of all matters in question concerning the requirements of the Construction Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Construction Contract Documents. With reasonable promptness, render a written clarification, interpretation, or decision

Exhibit A—Engineer's Services.

Exhibits to EJCDC® E-500, Agreement between Owner and Engineer for Professional Services,
Copyright © 2020 National Society of Professional Engineers, American Council of Engineering Companies,
and American Society of Civil Engineers. All rights reserved.

on the issue submitted, or initiate an amendment or supplement to the Construction Contract Documents.

14. **Non-reviewable Matters:** If a submitted matter in question concerns the Engineer's performance of its duties and obligations, or terms and conditions of the Construction Contract Documents that do not involve (a) the performance or acceptability of the Work under the Construction Contract Documents, (b) the design (as set forth in the Drawings, Specifications, or otherwise), or (c) other engineering or technical matters, then Engineer will promptly give written notice to Owner and Contractor that Engineer will not provide a decision or interpretation.
15. **Field Orders:** Subject to any limitations in the Construction Contract Documents, Engineer may prepare and issue Field Orders requiring minor changes in the Work.
16. **Change Orders and Work Change Directives:** Recommend Change Orders and Work Change Directives to Owner, as appropriate, and prepare Change Orders and Work Change Directives as required.
17. **Change Proposals and Claims**
 - a. Review and respond to Change Proposals. Review each duly submitted Change Proposal from Contractor and, within 30 days after receipt of the Contractor's supporting data, either deny the Change Proposal in whole, approve it in whole, or deny it in part and approve it in part. Such actions must be in writing, with a copy provided to Owner and Contractor. If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties that the Engineer will not resolve the Change Proposal.
 - b. Provide information or data to Owner regarding engineering or technical matters pertaining to Claims.
18. **Differing Site Conditions:** Respond to any notice from Contractor of differing site conditions, including conditions relating to Underground Facilities such as utilities, and hazardous environmental conditions. Promptly conduct reviews and prepare findings, conclusions, and recommendations for Owner's use subject to limitations of Engineer's obligations under this Agreement.
19. **Contractor's Submittals:** Review and approve or take other appropriate action with respect to required Contractor Submittals, but only to determine if the items covered by the Submittals will, after installation or incorporation in the Work, comply with the requirements of the Construction Contract Documents, and for compatibility with the design concept of the completed Project as a functioning whole as indicated by the Construction Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto. Engineer shall meet any Contractor's Submittal schedule that Engineer has accepted.
20. **Substitutes and "Or-equals":** Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor, but subject to the provisions of Exhibit A Paragraph 2.01.A.2.

21. Inspections and Tests

- a. Receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Construction Contract Documents. Engineer's review of such certificates will be for the purpose of determining whether the results certified indicate compliance with the Construction Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Construction Contract Documents. Engineer shall be entitled to rely on the results of such inspections and tests.
- b. Reply to Contractor requests for written concurrence that specific portions of the Work that are to be inspected, tested, or approved may be covered.
- c. Issue written requests to Contractor that specific portions of the Work remain uncovered.
- d. As deemed reasonably necessary, request that Contractor uncover Work that is to be inspected, tested, or approved.
- e. Pursuant to the terms of the Construction Contract, require additional inspections or testing of the Work, whether or not the Work is fabricated, installed, or completed.

22. Contractor's Applications for Payment: Based on Engineer's observations as an experienced and qualified design professional and on review of Applications for Payment and accompanying supporting documentation:

- a. Determine the amounts that Engineer recommends Contractor be paid. Recommend reductions in payment (set offs) based on the provisions for set offs stated in the Construction Contract. Such recommendations of payment will be in writing and will constitute Engineer's representation to Owner, based on such observations and review, that, within the limits of Engineer's knowledge, information and belief, Contractor's Work has progressed to the point indicated, the Work is generally in accordance with the Construction Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Construction Contract Documents, and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work. In the case of unit price Work, Engineer's recommendations of payment will include final determinations of quantities and classifications of the Work (subject to any subsequent adjustments allowed by the Construction Contract Documents).
- b. By recommending payment, Engineer shall not thereby be deemed to have represented that observations made by 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 Contractor's Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement. Neither Engineer's review of Contractor's Work for the

purposes of recommending payments nor Engineer's recommendation of any payment including final payment will impose on Engineer responsibility to supervise, direct, or control the 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 and Regulations applicable to Contractor's furnishing and performing the Work. It will also not impose responsibility on Engineer to make any examination to ascertain how or for what purposes Contractor has used the money paid to Contractor by Owner; to determine that title to any portion of the Work, including materials or equipment, has passed to Owner free and clear of any liens, 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.

23. **Contractor's Completion Documents:** Receive from Contractor, review, and transmit to Owner maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance required by the Construction Contract Documents, certificates of inspection, tests and approvals, and Shop Drawings, Samples, and other data approved as provided under Exhibit A Paragraph 1.06.B.20. Receive from Contractor and review the annotated record documents which are to be assembled by Contractor in accordance with the Construction Contract Documents to obtain final payment. The Engineer shall prepare Record Drawings and furnish such Record Drawings to Owner.
24. **Substantial Completion:** Promptly after notice from Contractor that Contractor considers the entire Work ready for its intended use, visit the Site in company with Owner and Contractor to review the Work and determine the status of completion. Follow the procedures in the Construction Contract regarding the preliminary certificate of Substantial Completion, punch list of items to be completed, Owner's objections, notice to Contractor, and issuance of a final certificate of Substantial Completion. Assist Owner regarding any remaining engineering or technical matters affecting Owner's use or occupancy of the Work following Substantial Completion.
25. **Completion and Acceptability of the Work:** After notice from Contractor that the Work is complete:
 - a. visit the Site with Owner and Contractor to determine if the Work is in fact complete and acceptable;
 - b. notify Contractor of any part of the Work that is found during the visit to be incomplete or defective, and subsequently confirm that Contractor has corrected any such deficiencies;
 - c. follow the procedures in the Construction Contract regarding review and response to Contractor's application for final payment and accompanying documentation; and
 - d. if Engineer is satisfied that the Work is complete and acceptable, provide a notice to Owner and Contractor using EJCDC® C-626, Notice of Acceptability of Work (attached as Exhibit E), stating that the Work is acceptable (subject to the provisions of the Notice and this Exhibit A) within the limits of Engineer's

knowledge, information, and belief, and based on the extent of the services provided by Engineer under this Agreement.

26. Standards for Certain Construction-Phase Decisions: Engineer will render decisions regarding the requirements of the Construction Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth in the Construction Contract for initial interpretations, Change Proposals, and acceptance of the Work. In rendering such decisions and judgments, Engineer will not show partiality to Owner or Contractor, and will not be liable to Owner, Contractor, or others in connection with any proceedings, interpretations, decisions, or judgments conducted or rendered in good faith.

C. Duration of Construction Phase: The Construction Phase will commence with the execution of the first Construction Contract for the Project or any part thereof and will terminate upon written recommendation by Engineer for final payment to Contractor. If the Project involves more than one prime contract as indicated in Exhibit A Paragraph 1.04.A.1, then Construction Phase services may be rendered at different times in respect to the separate contracts. Subject to the provisions of Article 3, Engineer shall be entitled to an equitable increase in compensation if Construction Phase services (including Resident Project Representative services, if any) are required after the original date for completion and readiness for final payment of Contractor as set forth in the Construction Contract.

1.05 Post-Construction Phase

- A. Upon written authorization from Owner during the Post-Construction Phase, Engineer shall:
1. Together with Owner, visit the Project to observe any apparent defects in the Work, make recommendations as to replacement or correction of defective Work, if any, or the need to repair of any damage to the Site or adjacent areas, and assist Owner in consultations and discussions with Contractor concerning correction of any such defective Work and any needed repairs.
 2. Together with Owner, visit the Project within one month before the end of the Construction Contract's correction period to ascertain whether any portion of the Work or the repair of any damage to the Site or adjacent areas is defective and therefore subject to correction by Contractor.
 3. Perform or provide the following other Post-Construction Phase tasks or deliverables:
 - a. [List any such tasks or deliverables here].
- B. The Post-Construction Phase services may commence during the Construction Phase and, if not otherwise modified in this Exhibit A, will terminate 12 months after the commencement of the Construction Contract's correction period.

ARTICLE 2—ADDITIONAL SERVICES

2.01 Additional Services Not Requiring Owner's Written Authorization

- A. Engineer shall advise Owner that Engineer is commencing to perform or furnish the Additional Services of the types listed below. For such Additional Services, Engineer need not request or obtain specific advance written authorization from Owner. Engineer shall cease

Exhibit A—Engineer's Services.

Exhibits to EJCDC® E-500, Agreement between Owner and Engineer for Professional Services.
Copyright© 2020 National Society of Professional Engineers, American Council of Engineering Companies,
and American Society of Civil Engineers. All rights reserved.

performing or furnishing such Additional Services upon receipt of written notice to cease from Owner. These services are not included as part of Basic Services and will be paid for by Owner as indicated in Exhibit J.

1. Substantive design and other technical services in connection with Work Change Directives, Change Proposals, and Change Orders to reflect changes requested by Owner.
2. Services essential to the orderly progress of the Bidding/Proposal and Construction Phases and not wholly quantifiable prior to those Phases or otherwise dependent on the actions of prospective individual bidders or contractors and including:
 - a. making revisions to Drawings and Specifications occasioned by the acceptance of substitute materials or equipment other than "or equal" items;
 - b. evaluation and determination of an excessive number of proposed "or equals" or substitutions, whether proposed before or after award of the Construction Contract; and
 - c. providing to the Contractor or Owner additional or new information not previously prepared or developed by the Engineer for their use in applying for or obtaining required permits and licenses, in responding to agency comments on such applications, or in the administration of any such permits or licenses.
3. Services resulting from significant delays, changes, or price increases occurring as a direct or indirect result of materials, equipment, or energy shortages.
4. Additional or extended services arising from (a) the presence at the Site of any Constituent of Concern or items of historical or cultural significance, (b) emergencies or acts of God endangering the Work, (c) damage to the Work by fire or other causes during construction, (d) a significant amount of defective, neglected, or delayed Work, (e) acceleration of the progress schedule involving services beyond normal working hours, or (f) default by Contractor.
5. Implement coordination of Engineer's services with other parts of the Project that are not planned or designed by Engineer or its Subconsultants, unless Owner furnished to Engineer substantive information about such other parts of the Project prior to the parties' entry into this Agreement, in the Baseline Information section of this Exhibit A, or otherwise in Exhibit A; if such substantive information has been so provided, coordination of Engineer's services will be part of Basic Services.
6. Implement the specific parts of an Underground Facilities Procedure that are assigned to Engineer, or above-ground utilities tasks that are assigned to Engineer as the Project progresses (but not including the design-related services already assigned to Engineer as a Basic Service).
7. Services (other than Basic Services during the Post-Construction Phase) in connection with any partial utilization of the Work by Owner prior to Substantial Completion.
8. Evaluating unreasonable or frivolous requests for interpretation or information (RFIs), Change Proposals, or other demands from Contractor or others in connection with the Work, or an excessive number of RFIs, Change Proposals, or demands.

Exhibit A—Engineer's Services.

Exhibits to EJCDC® E-500, Agreement between Owner and Engineer for Professional Services.
Copyright © 2020 National Society of Professional Engineers, American Council of Engineering Companies,
and American Society of Civil Engineers. All rights reserved.

9. Reviewing a Shop Drawing or other Contractor submittal more than three times, as a result of repeated inadequate submissions by Contractor.
10. While at the Site, compliance by Engineer and its staff with those terms of Owner's or Contractor's safety program provided to Engineer subsequent to the Effective Date that exceed those normally required of engineering personnel by federal, State, or local safety authorities for similar construction sites.
11. To the extent the Project is subject to Laws and Regulations governing public or government records disclosure or non-disclosure, Engineer will comply with provisions applicable to Engineer, and Owner will compensate Engineer as Additional Services for Engineer's costs to comply with any disclosure or non-disclosure obligations beyond those identified in the Basic Services.
12. Services directly attributable to changes in Engineer's Electronic Documents obligations after the effective date of the Agreement.

2.02 Additional Services Requiring Owner's Written Authorization

- A. If authorized in writing by Owner, Engineer shall provide Additional Services of the types listed below. These services are not included as part of Basic Services and will be paid for by Owner as indicated in Exhibit J.
 1. Obtain or provide specified additional Project-related information and data to enable Engineer to complete its Basic and Additional Services.
 2. Preparation of special and customized reporting, invoicing, and related support documentation in addition to that identified to be provided under Basic Services.
 3. Preparation of applications and supporting documents (in addition to those furnished under Basic Services) for private or governmental grants, loans, or advances in connection with the Project; preparation or review of environmental assessments and impact statements; review and evaluation of the effects on the design requirements for the Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project.
 4. Services to make measured drawings of existing conditions or facilities, to conduct tests or investigations of existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by Owner or others.
 5. Services resulting from significant changes in the scope, extent, or character of the portions of the Project designed or specified by Engineer, or the Project's design requirements, including, but not limited to, changes in size, complexity, Owner's schedule, character of construction, or method of financing; and revising previously accepted studies, reports, Drawings, Specifications, or Construction Contract Documents when such revisions are required by changes in Laws and Regulations enacted subsequent to the Effective Date or are due to any other causes beyond Engineer's control.
 6. Services resulting from Owner's request to evaluate additional Study and Report Phase alternative solutions beyond those agreed to in Exhibit A Paragraph 1.02.A.1, but only if the Owner's request is made after completion of the Study and Report Phase.

Exhibit A—Engineer's Services.

Exhibits to EJCDC® E-500, Agreement between Owner and Engineer for Professional Services.
 Copyright © 2020 National Society of Professional Engineers, American Council of Engineering Companies,
 and American Society of Civil Engineers. All rights reserved.

7. Services required as a result of Owner's providing incomplete or incorrect Project information to Engineer.
8. Providing renderings or models for Owner's use, including development, management, and other services in support of building information modeling or civil integrated management.
9. Undertaking investigations and studies including, but not limited to:
 - a. All-hazards risk assessments and other studies to evaluate the feasibility of enhancing the resiliency of the design;
 - b. detailed consideration of operations, maintenance, and overhead expenses;
 - c. the preparation of feasibility studies (such as those that include projections of output capacity, utility project rates, project market demand, or project revenues) and cash flow analyses, provided that such services are based on the engineering and technical aspects of the Project, and do not include rendering advice regarding municipal financial products or the issuance of municipal securities;
 - d. preparation of appraisals;
 - e. with respect to proprietary systems or processes requiring licensing, providing services necessary to assist Owner in obtaining such licensing.
 - f. detailed quantity surveys of materials, equipment, and labor; and
 - g. audits or inventories required in connection with construction performed or furnished by Owner.
10. Furnishing services of Subconsultants or Engineer's Subcontractors for other than Basic Services.
11. Providing data or services of the types described in Article 2, when Owner retains Engineer to provide such data or services instead of Owner furnishing the same.
12. Providing the following services:
 - a. Services attributable to more prime construction contracts than specified in Exhibit A Paragraph 1.04.A.1.
 - b. Services to arrange for performance of construction services for Owner by contractors other than the principal prime Contractor, and administering Owner's contract for such services.
13. Services during out-of-town travel required of Engineer, other than for visits to the Site or Owner's office as required in Basic Services (Article 1 of Exhibit A).
14. Preparing for, coordinating with, participating in and responding to structured independent review processes, including, but not limited to, construction management, cost estimating, project peer review, value engineering, and constructability review requested by Owner; and performing or furnishing services required to revise studies, reports, Drawings, Specifications, or other documents as a result of such review processes.

Exhibit A—Engineer's Services.

Exhibits to EJCDC® E-500, Agreement between Owner and Engineer for Professional Services.
Copyright© 2020 National Society of Professional Engineers, American Council of Engineering Companies,
and American Society of Civil Engineers. All rights reserved.

15. Preparing additional bidding-related documents (or requests for proposals or other construction procurement documents); preparing pre-qualification procedures and documents, and participating in pre-qualifying prospective Bidders; and preparing Construction Contract Documents for alternate bids.
16. Assistance in connection with bid protests, rebidding, or renegotiating contracts for construction, materials, equipment, or services.
17. Preparing conformed Construction Contract Documents that incorporate and integrate the content of all addenda and any amendments negotiated by Owner and Contractor.
18. Services to assist Owner in developing or modifying protocols for transmittal of Electronic Documents by Electronic Means after the effective date of this Agreement, either by revising or adapting Exhibit F to the Project or implementing other Electronic Documents protocols among Project participants.
19. Any services by Engineer in connection with Owner or Engineer providing a Document to a Requesting Party under Exhibit F Paragraph 1.01.D (see Exhibit F, Electronic Documents Protocol), or any other distribution of a Document to a third party. Such services may include but are not limited to preparing the data contained in the requested Document in a manner deemed appropriate by Engineer; creating or otherwise preparing and distributing the Document in a format necessary to respond to Owner's direction or decision to provide the Document to a requesting party, including Contractor, in a format other than that required for deliverables from Engineer to Owner; and services in connection with obtaining required releases from the third parties to which the Documents will be distributed. Compensation for these Additional Services is not contingent upon Owner's reimbursement from the requesting party.
20. Providing Construction Phase services beyond the original date for completion and readiness for final payment of Contractor, but only if such services increase the total quantity of services to be performed in the Construction Phase, rather than merely shifting performance of such services to a later date.
21. Preparing Record Drawings, and furnishing such Record Drawings to Owner.
22. Supplementing Record Drawings with information regarding the completed Project, Site, and immediately adjacent areas obtained from field observations, Owner, utility companies, and other reliable sources.
23. Conducting surveys, investigations, and field measurements to verify the accuracy of Record Drawing content obtained from Contractor, Owner, utility companies, and other sources; revise and supplement Record Drawings as needed.
24. Preparation of operation, maintenance, and staffing manuals.
25. Protracted or extensive assistance in refining and adjusting of Project equipment and systems (such as initial startup, testing, and balancing).
26. Assistance to Owner in training Owner's staff to operate and maintain Project equipment and systems.

27. Assistance to Owner in developing systems and procedures for (a) control of the operation and maintenance of Project equipment and systems, and (b) related recordkeeping.
28. Preparing to serve or serving as a consultant or witness for, or producing documents for or on behalf of, Owner in any litigation, arbitration, mediation, lien or bond claim, or other legal or administrative proceeding involving the Project (but not including disputes between Owner and Engineer).
29. Overtime work requiring higher than regular rates.
30. Providing construction surveys and staking to enable Contractor to perform its work other than as required under Exhibit A Paragraph 1.06.B.9; any type of property surveys or related engineering services needed for the transfer of interests in real property; providing construction and property surveys to replace reference points or property monuments lost or destroyed during construction; and providing other special field surveys.
31. Providing more extensive services required to enable Engineer to issue notices or certifications requested by Owner.
32. Extensive services required during any correction period, or with respect to monitoring Contractor's compliance with warranties and guarantees called for in the Construction Contract (except as agreed to under Basic Services).
33. Other additional services performed or furnished by Engineer not otherwise provided for in this Agreement.

Exhibit A—Engineer's Services.

Exhibits to EJCDC® E-500, Agreement between Owner and Engineer for Professional Services.
Copyright© 2020 National Society of Professional Engineers, American Council of Engineering Companies,
and American Society of Civil Engineers. All rights reserved.

EXHIBIT B—DELIVERABLES SCHEDULE

Paragraphs 2.04.E, 3.02.A, and Exhibit A of the Agreement are supplemented by the following paragraph and table.

Engineer shall furnish Documents to Owner as required in Column 2 of the following table (and as further described in Exhibit A), according to the schedule in Column 4. Owner shall comment or take other identified actions with respect to the Documents as indicated in Column 2 (and as further described in Exhibit A), according to the schedule in Column 4.

Party	Action	Schedule
Engineer	Submit Preliminary Design memorandum, street classification, packaging plan, and opinion of probable construction cost	Within 60 days of Notice to Proceed
Owner	Provide comments	Within 14 days of receipt
Engineer	Submit revised Preliminary Design deliverables	Within 21 days of receipt of comments.
Engineer	Submit 3 copies of the first Final Design Phase (Resurfacing) draft of Drawings and Specifications to Owner.	Within 45 days of Owner's authorization to proceed with Final Design Phase services.
Engineer	Submit 3 copies of the first Final Design Phase (Reconstruction) draft of Drawings and Specifications to Owner.	Within 90 days of Owner's authorization to proceed with Final Design Phase services.
Owner	Submit comments and instructions regarding the first Final Design Phase draft of Drawings and Specifications to Engineer.	Within 14 days of the receipt of the first final Design Phase drafts of Drawings and Specifications from Engineer.
Engineer	Submit 3 copies of the second Final Design Phase Reconstruction drafts of Drawings and Specifications to Owner.	Within 60 days of the receipt of Owner's comments and instructions regarding the first Final Design Phase drafts of Drawings and Specifications.
Engineer	Submit 3 copies of draft Bidding/Proposal and Front-End Construction Contract Documents, as required, and any other Final Design Phase deliverables (other than Drawings and Specifications) to Owner.	Concurrent with submittal to Owner of the second Final Design Phase drafts of Drawings and Specifications.
Owner	Submit comments and instructions regarding the second Final Design Phase drafts of Drawings and Specifications to Engineer.	Within 14 days of the receipt from Engineer of the second Final Design Phase drafts of Drawings and Specifications.
Engineer	Submit 3 copies of the final, completed, pricing-ready and construction-ready Resurfacing Package Drawings and Specifications to Owner.	Within 30 days of the receipt of Owner's comments and instructions regarding the second Final Design Phase drafts of Drawings and Specifications.

Exhibit B—Deliverables Schedule.

Exhibits to EJCDC® E-500, Agreement between Owner and Engineer for Professional Services.
Copyright© 2020 National Society of Professional Engineers, American Council of Engineering Companies,
and American Society of Civil Engineers. All rights reserved.

Party	Action	Schedule
Engineer	Submit 3 copies of the final, completed, pricing-ready and construction-ready Reconstruction Package Drawings and Specifications to Owner.	Within 30 days of the receipt of Owner's comments and instructions regarding the second Final Design Phase drafts of Drawings and Specifications.
Owner	Submit comments and instructions regarding the final, completed, pricing-ready and construction-ready Drawings and Specifications to Engineer.	Within 14 days of the receipt from Engineer of the final, completed, pricing-ready and construction-ready Drawings and Specifications.
Owner	Submit comments and instructions regarding drafts of Bidding/Proposal and Front-End Construction Contract Documents, and any other Final Design Phase deliverables (other than Drawings and Specifications) to Engineer.	Concurrent with Owner's submittal of comments and instructions regarding the final, completed, pricing-ready and construction-ready Drawings and Specifications.
Engineer	Submit to Owner: 3 copies of the revised final, completed, pricing-ready and construction-ready Drawings and Specifications; and 3 of copies of assembled Bidding/Proposal and Front-End Construction Contract Documents, and any other Final Design Phase deliverables.	Within 14 days of receipt of Owner's final comments and instructions regarding the final, completed, pricing-ready and construction-ready Drawings and Specifications, the Bidding/Proposal and Front-End Construction Contract Documents, and any other Final Design Phase deliverables.
Engineer	Submit 3 copies of Bidding/Proposal Phase deliverables (if any) identified in Exhibit A Paragraph 1.05.A.9.a to Owner.	Within 7 days of written authorization by Owner to proceed with Bidding/Proposal Phase services.

Exhibit B—Deliverables Schedule.

Exhibits to EJCDC® E-500, Agreement between Owner and Engineer for Professional Services.
Copyright© 2020 National Society of Professional Engineers, American Council of Engineering Companies,
and American Society of Civil Engineers. All rights reserved.

Party	Action	Schedule
Engineer	Submit 3 copies of Post-Construction Phase deliverables (if any) identified in Exhibit A Paragraph 1.07.A.3.a to Owner.	Within 45 days of Substantial Completion.

1.07.A.3.a

Exhibit B— Deliverables Schedule.

**Exhibits to EJCDC® E-500, Agreement between Owner and Engineer for Professional Services.
Copyright© 2020 National Society of Professional Engineers, American Council of Engineering Companies,
and American Society of Civil Engineers. All rights reserved.**

EXHIBIT C—AMENDMENT TO OWNER-ENGINEER AGREEMENT

AMENDMENT TO OWNER-ENGINEER AGREEMENT

Amendment No. [Enter Amendment Number]

Owner: [Name of Owner]

Engineer: [Name of Engineer]

Project: [Name of Project]

Effective Date of Owner-Engineer Agreement: [Effective Date of Agreement]

Nature of Amendment: (Check those that apply)

- Additional Services to be performed by Engineer
- Modifications to services of Engineer
- Modifications to responsibilities of Owner
- Modifications of payment to Engineer
- Modifications to time(s) for rendering services
- Modifications to other terms and conditions of the Agreement

Description of Modifications:

[Here describe the modifications, in as much specificity and detail as needed. Use an attachment if necessary. Include cost breakdown and documentation, if applicable.]

Agreement Summary:

Original agreement amount: \$
Net change for prior amendments: \$
This amendment amount: \$
Adjusted Agreement amount: \$
Change in time for services (days or date, as applicable):

Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Amendment. The Effective Date of the Amendment is [Enter Effective Date of Amendment].

Owner

Engineer

(typed or printed name of organization)

(typed or printed name of organization)

By:

(individual's signature)

By:

(individual's signature)

(Attach evidence of authority to sign.)

(Attach evidence of authority to sign.)

Date:

(date signed)

Date:

(date signed)

Name:

(typed or printed)

Name:

(typed or printed)

Title:

(typed or printed)

Title:

(typed or printed)

EXHIBIT D—DUTIES, RESPONSIBILITIES, AND LIMITATIONS OF AUTHORITY OF RESIDENT PROJECT REPRESENTATIVE

ARTICLE 1—RESIDENT PROJECT REPRESENTATIVE SERVICES

Article 1 of the Agreement, Services of Engineer, and Exhibit A, Engineer's Services, are supplemented to include Exhibit D Paragraphs 1.01, 1.02, and 1.03, as follows:

1.01 Resident Project Representative

- A. Engineer shall furnish a Resident Project Representative ("RPR") to observe progress and quality of the Work. RPR is Engineer's representative at the Site, will act as directed by and under the supervision of Engineer, and will confer with Engineer regarding RPR's actions.
- B. The RPR will provide full-time representation.
- C. Subject to the scope of RPR's observations of the Work, which may include field checks of materials and installed equipment, Engineer shall endeavor to identify defects and deficiencies in the Work. However, Engineer shall not, as a result of such RPR observations of the Work, supervise, direct, inspect, or have control over the Work, nor shall Engineer (including the RPR) have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, for security or safety at the Site, for safety precautions and programs incident to the Work or any Constructor's work in progress, for the coordination of the Constructors' work or schedules, or for any failure of any Constructor to comply with Laws and Regulations applicable to the performing and furnishing of its work. The Engineer (including RPR) neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform the Work, or any portion of the Work, in accordance with the Construction Contract Documents. In addition, the specific terms set forth in Exhibit A Paragraph 1.06 are applicable.

1.02 Duties and Responsibilities of RPR

- A. The duties and responsibilities of the RPR are as follows:
 - 1. General: RPR's dealings in matters pertaining to the Work in general will be with Contractor. RPR's dealings with Subcontractors shall only be through or with the full knowledge and approval of Contractor. RPR shall generally communicate with Owner only with the knowledge of and under the direction of Engineer.
 - 2. Schedules: Review the progress schedule, schedule of Shop Drawing and Sample submittals, schedule of values, and other schedules prepared by Contractor and consult with Engineer concerning acceptability of such schedules.
 - 3. Conferences and Meetings: Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences, and other Project-related meetings (but not including Contractor's safety meetings), and as appropriate prepare and circulate copies of minutes thereof.

4. **Safety Compliance:** Comply with Site safety programs, as they apply to RPR, and if required to do so by such safety programs, receive safety training specifically related to RPR's own personal safety while at the Site.
5. **Liaison**
 - a. Serve as Engineer's liaison with Contractor. Working principally through Contractor's authorized representative or designee, assist in providing information regarding the provisions and intent of the Construction Contract Documents.
 - b. Assist Engineer in serving as Owner's liaison with Contractor when Contractor's operations affect Owner's on-Site operations.
 - c. Assist in obtaining from Owner additional details or information, when required for proper execution of the Work.
6. **Clarifications and Interpretations:** Receive from Contractor submittal of any matters in question concerning the requirements of the Construction Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Construction Contract Documents. Report to Engineer regarding such RFIs. Report to Engineer when clarifications and interpretations of the Construction Contract Documents are needed, whether as the result of a Contractor RFI or otherwise. Transmit Engineer's clarifications, interpretations, and decisions to Contractor.
7. **Shop Drawings, Samples, and other Submittals**
 - a. Receive Samples that are furnished at the Site by Contractor.
 - b. Receive Contractor-approved Shop Drawings.
 - c. Receive other Submittals from Contractor.
 - d. Record date of receipt of Samples, Contractor-approved Shop Drawings, and other Submittals.
 - e. Notify Engineer of availability of Samples for examination, and forward Contractor-approved Shop Drawings and other Submittals to Engineer. When appropriate recommend distribution of Submittal to specified Subconsultants.
 - f. Advise Engineer and Contractor of the commencement of any portion of the Work requiring a Shop Drawing or Sample submittal, if RPR believes that the submittal has not been received from Contractor, or has not been approved by Contractor or Engineer.
8. **Proposed Modifications:** Consider and evaluate Contractor's suggestions for modifications to the Drawings or Specifications, and report such suggestions, together with RPR's recommendations, if any, to Engineer. Transmit Engineer's response (if any) to such suggestions to Contractor.
9. **Review of Work; Defective Work**
 - a. Report to Engineer whenever RPR believes that any part of the Work is defective under the terms and standards set forth in the Construction Contract Documents, and provide recommendations as to whether such Work should be corrected,

removed and replaced, or accepted as provided in the Construction Contract Documents.

- b. Inform Engineer of any Work that RPR believes is not defective under the terms and standards set forth in the Construction Contract Documents, but is nonetheless not compatible with the design concept of the completed Project as a functioning whole, and provide recommendations to Engineer for addressing such Work.
- c. Advise Engineer of that part of the Work that RPR believes should be uncovered for observation, or requires special testing, inspection, or approval.

10. Inspections, Tests, and System Start-ups

- a. Consult with Engineer in advance of scheduled inspections, tests, and systems start-ups.
- b. Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate Owner's personnel, and that Contractor maintains adequate records thereof.
- c. Observe, record, and report to Engineer appropriate details relative to the test procedures and systems start-ups.
- d. Observe whether Contractor has arranged for inspections required by Laws and Regulations, including but not limited to those to be performed by public or other agencies having jurisdiction over the Work.
- e. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Work, record the results of these inspections, and report to Engineer.
- f. Nothing in this Agreement will be construed to require RPR to conduct inspections.

11. Records

- a. Maintain at the Site orderly files for correspondence, reports of job conferences, copies of Construction Contract Documents including all Change Proposals, Change Orders, Field Orders, Work Change Directives, Addenda, additional Drawings issued subsequent to the execution of the Construction Contract, RFIs, Engineer's clarifications and interpretations of the Construction Contract Documents, progress reports, approved Shop Drawing and Sample submittals, and other Project-related documents.
- b. Prepare a daily report or keep a diary or log book, recording Contractor's hours on the Site, Subcontractors present at the Site, weather conditions, data relative to questions of Change Proposals, Change Orders, Field Orders, Work Change Directives, or changed conditions, Site visitors, deliveries of equipment or materials, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to Engineer.
- c. Photograph or video Work in progress or Site conditions.

- d. Record and maintain accurate, up-to-date lists of the company names and points of contact for Contractors, Subcontractors, and major Suppliers of materials and equipment.
 - e. Maintain records for use in preparing Project documentation.
 - f. Upon completion of the Work, furnish original set of all RPR Project documentation to designated recipients.
12. Reports
- a. Furnish periodic reports as required of progress of the Work and of Contractor's compliance with the progress schedule and schedule of Shop Drawing and Sample submittals.
 - b. Draft responses to or make recommends on Change Proposals, Change Orders, Work Change Directives, and Field Orders. Obtain backup material from Contractor.
 - c. Furnish to Engineer and Owner copies of all inspection, test, and system start-up reports.
 - d. Immediately inform appropriate parties of the occurrence of any Site accidents, emergencies, natural catastrophes endangering the Work, possible force majeure or delay events, damage to property by fire or other causes, or the discovery of any potential differing site condition or Constituent of Concern.
13. Payment Requests: Review applications for payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to Engineer, noting particularly the relationship of the payment requested to the schedule of values, Work completed, and materials and equipment delivered at the Site but not incorporated in the Work.
14. Certificates, Operation and Maintenance Manuals: During the course of the Work, verify that materials and equipment certificates, operation and maintenance manuals and other data required by the Contract Documents to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have these documents delivered to Engineer for review and forwarding to Owner prior to payment for that part of the Work.
15. Completion
- a. Participate in Engineer's visits to the Site regarding Substantial Completion, assist in the determination of Substantial Completion, and prior to the issuance of a Certificate of Substantial Completion submit a punch list of observed items requiring completion or correction.
 - b. Participate in Engineer's visit to the Site in the company of Owner and Contractor, to determine completion of the Work, and prepare a final punch list of items to be completed or corrected by Contractor.
 - c. Observe whether all items on the final punch list have been completed or corrected, and make recommendations to Engineer concerning acceptance and issuance of the Notice of Acceptability of the Work (Exhibit E).

1.03 Limitations of Authority

A. Resident Project Representative shall not:

1. Authorize any deviation from the Construction Contract Documents or substitution of materials or equipment (including "or-equal" items).
2. Exceed limitations of Engineer's authority as set forth in this Agreement.
3. Undertake any of the responsibilities of Contractor, Subcontractors, or Suppliers, or any Constructor.
4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of the Work, by Contractor or any other Constructor.
5. Advise on, issue directions regarding, or assume control over security or safety practices, precautions, and programs in connection with the activities or operations of Owner or Contractor.
6. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by Engineer.
7. Accept Shop Drawing or Sample submittals from anyone other than Contractor.
8. Authorize Owner to occupy the Project in whole or in part.

NOTICE OF ACCEPTABILITY OF WORK (EJCDC® C-626 2018)

Owner: _____ Owner's Project No.: _____
Engineer: _____ Engineer's Project No.: _____
Contractor: _____ Contractor's Project No.: _____
Project: _____
Contract Name: _____
Notice Date: _____ Effective Date of the Construction Contract: _____

The Engineer hereby gives notice to the Owner and Contractor that Engineer recommends final payment to Contractor, and that the Work furnished and performed by Contractor under the Construction Contract is acceptable, expressly subject to the provisions of the Construction Contract's Contract Documents ("Contract Documents") and of the Agreement between Owner and Engineer for Professional Services dated [date of professional services agreement] ("Owner Engineer Agreement"). This Notice of Acceptability of Work (Notice) is made expressly subject to the following terms and conditions to which all who receive and rely on said Notice agree:

1. This Notice has been prepared with the skill and care ordinarily used by members of the engineering profession practicing under similar conditions at the same time and in the same locality.
2. This Notice reflects and is an expression of the Engineer's professional opinion.
3. This Notice has been prepared to the best of Engineer's knowledge, information, and belief as of the Notice Date.
4. This Notice is based entirely on and expressly limited by the scope of services Engineer has been employed by Owner to perform or furnish during construction of the Project (including observation of the Contractor's Work) under the Owner Engineer Agreement, and applies only to facts that are within Engineer's knowledge or could reasonably have been ascertained by Engineer as a result of carrying out the responsibilities specifically assigned to Engineer under such Owner Engineer Agreement.
5. This Notice is not a guarantee or warranty of Contractor's performance under the Construction Contract, an acceptance of Work that is not in accordance with the Contract Documents, including but not limited to defective Work discovered after final inspection, nor an assumption of responsibility for any failure of Contractor to furnish and perform the Work thereunder in accordance with the Contract Documents, or to otherwise comply with the Contract Documents or the terms of any special guarantees specified therein.
6. This Notice does not relieve Contractor of any surviving obligations under the Construction Contract, and is subject to Owner's reservations of rights with respect to completion and final payment.

Engineer

By (signature): _____
Name (printed): _____
Title: _____

EXHIBIT F—ELECTRONIC DOCUMENTS PROTOCOL (EDP)

ARTICLE 1—ELECTRONIC DOCUMENTS PROTOCOL (EDP)

Paragraph 6.03 of the Agreement is supplemented by the following Exhibit F Paragraph 1.01 and Exhibit F—Attachment 1: Software Requirements for Electronic Document Exchange:

1.01 Electronic Documents Protocol

A. **Electronic Transmittals:** The parties shall conform to the following provisions together referred to as the Electronic Documents Protocol ("EDP" or "Protocol") for exchange of electronic transmittals.

1. Basic Requirements

- a. To the fullest extent practical, the parties agree to and will transmit and accept Electronic Documents by Electronic Means using the procedures described in this Protocol. Use of the Electronic Documents and any information contained therein is subject to the requirements of this Protocol and other provisions of the Agreement.
- b. The contents of the information in any Electronic Document will be the responsibility of the transmitting party.
- c. Electronic Documents as exchanged by this Protocol may be used in the same manner as the printed versions of the same documents that are exchanged using non-electronic format and methods, subject to the same governing requirements, limitations, and restrictions, set forth in the Agreement.
- d. Except as otherwise explicitly stated herein, the terms of this Protocol will be incorporated into any other agreement or subcontract between the Owner and Engineer and any third party for any portion of the Project, or any Project-related services, where that third party is, either directly or indirectly, required to exchange Electronic Documents with Owner, Engineer, or any Contractor or other entity directly contracted with the Owner to furnish Program-related services. Nothing herein will modify the requirements of the Agreement and applicable Construction Contract Documents regarding communications between and among the individual third parties and their respective subcontractors and consultants, except to the extent that any respective subcontractor or consultant exchanges Electronic Documents with the Owner or Engineer.
- e. When transmitting Electronic Documents, the transmitting Party makes no representations as to long term compatibility, usability, or readability of the items resulting from the receiving Party's use of software application packages, operating systems, or computer hardware differing from those established in this Protocol.
- f. Nothing herein negates any obligation (1) in the Agreement to create, provide, or maintain an original printed record version of Drawings and Specifications, signed and sealed according to applicable Laws and Regulations; (2) to comply with any applicable Law or Regulation governing the signing and sealing of design documents or the signing and electronic transmission of any other documents; or

Exhibit F—Electronic Documents Protocol (EDP).

Exhibits to EJCDC® E-500, Agreement between Owner and Engineer for Professional Services.
Copyright© 2020 National Society of Professional Engineers, American Council of Engineering Companies,
and American Society of Civil Engineers. All rights reserved.

(3) to comply with any notice requirements limiting or otherwise modifying the acceptance of Electronic Documents for such notice.

2. System Infrastructure for Electronic Document Exchange

- a. Each party will provide hardware, operating system(s) software, internet, e-mail, and large file transfer functions ("System Infrastructure") at its own cost and sufficient for complying with the EDP requirements. With the exception of minimum standards set forth in this EDP and any explicit system requirements specified by attachment to this EDP, it will be the obligation of each party to determine, for itself, its own System Infrastructure.
 - 1) The maximum size of an e-mail attachment for exchange of Electronic Documents under this EDP is [File Size] MB. Attachments larger than that may be exchanged using large file transfer functions or physical media.
 - 2) Each Party assumes full and complete responsibility for any and all of its own costs, delays, deficiencies, and errors associated with converting, translating, updating, verifying, licensing, or otherwise enabling its System Infrastructure, including operating systems and software, for use with respect to this EDP.
- b. Each party is responsible for its own system operations, security, back-up, archiving, audits, printing resources, and other Information Technology ("IT") for maintaining operations of its System Infrastructure during the Project, including coordination with the party's individual(s) or entity responsible for managing its System Infrastructure and capable of addressing routine communications and other IT issues affecting the exchange of Electronic Documents.
- c. Each party will operate and maintain industry-standard, industry-accepted, ISO-standard, commercial-grade security software and systems that are intended to protect the other party from: software viruses and other malicious software like worms, trojans, adware; data breaches; loss of confidentiality; and other threats in the transmission to or storage of information from the other parties, including transmission of Electronic Documents by physical media such as CD/DVD/flash drive/hard drive. To the extent that a party maintains and operates such security software and systems, it will not be liable to the other party for any breach of system security.
- d. In the case of disputes, conflicts, or modifications to the EDP required to address issues affecting System Infrastructure, the parties will cooperatively resolve the issues; but, failing resolution, the Owner is authorized to make and require reasonable and necessary changes to the EDP to effectuate its original intent. If the changes cause additional cost or time to Engineer, not reasonably anticipated under the original EDP, Engineer shall be entitled to compensation as Additional Services for its costs associated with the revisions to the EDP, delayed adoption of Exhibit L or implementation of other Electronic Documents protocols.
- e. Each party is responsible for its own back-up and archive of documents sent and received during the term of any Project contract/agreement under this EDP, unless this EDP establishes a Project document archive, either as part of a mandatory Project website or other communications protocol, upon which the Parties may

rely for document archiving during the specified term of operation of such project document archive. Further, each party remains solely responsible for its own post-Project back-up and archive of project documents, as each party deems necessary for its own purposes, after the term of contract, or termination of the project document archive, if one is established.

- f. If a receiving party receives an obviously corrupted, damaged, or unreadable Electronic Document, the receiving party will advise the sending party of the incomplete transmission.
 - g. The parties will bring any non-conforming Electronic Documents into compliance with the EDP. The parties will attempt to complete a successful transmission of the Electronic Document or use an alternative delivery method to complete the communication.
- B. Software Requirements for Electronic Document Exchange; Limitations**
1. Each party will acquire the software and software licenses necessary to create and transmit Electronic Documents and to read and to use any Electronic Documents received from the other party (and if relevant from third parties), using the software formats required in this section of the EDP.
 - a. Prior to using any updated version of the software required in this section for sending Electronic Documents to the other party, the originating party will first notify and receive concurrence from the other party for use of the updated version or adjust its transmission to comply with this EDP.
 2. The parties agree not to intentionally edit, reverse engineer, decrypt, remove security or encryption features, or convert to another format for modification purposes any Electronic Document or information contained therein that was transmitted in a software data format, including Portable Document Format (PDF), intended by sender not to be modified, unless the receiving party obtains the permission of the sending party or is citing or quoting excerpts of the Electronic Document for Project purposes.
 3. Software and data formats for exchange of Electronic Documents will conform to the requirements set forth in the following Attachment 1 to this EDP, including software version, if listed.
- C. Format and Distribution of Deliverables**
1. By definition, "Documents" as used in this Agreement are documents expressly identified as deliverables from Engineer to Owner. Exhibit A of the Agreement identifies various Documents that Engineer is required to deliver to Owner as part of Engineer's services; Exhibit B is a schedule of such Documents. Engineer will transmit such Documents to Owner in the formats identified in Attachment 1 to this Protocol. If no specific format is identified for a deliverable Document, the format will be Portable Document Format (PDF).
 2. If a Document will be distributed to third parties, such as prospective bidders and contractors, reviewing agencies, or lenders, the transmittal format for distribution will be as identified in Attachment 1 to this Protocol; provided, however, that if a format for distribution of a specific Document is expressly stated in Exhibit A, then the Exhibit A

format will take precedence. If no specific format is identified for distribution of a deliverable Document to third parties, the format will be Portable Document Format (PDF).

- a. If a format for Document distribution other than Portable Document Format (PDF) is specified, Owner shall first obtain a written, signed release from each third party to which the deliverable Document is distributed, establishing agreement to the following conditions:
 - 1) The content included in the Electronic Documents prepared by or for Engineer and covered by the request was prepared as an internal working document for Engineer's purposes solely, and is being provided to the third party on an "AS IS" basis without any warranties of any kind, including, but not limited to any implied warranties of fitness for any purpose. As such, the third party is advised and acknowledges that the content may not be suitable for the third party's application, or may require substantial modification and independent verification by the third party. The content may include limited resolution of models; not-to-scale schematic representations and symbols; use of notes to convey design concepts in lieu of accurate graphics; approximations; graphical simplifications; undocumented intermediate revisions; and other devices that may affect subsequent reuse.
 - 2) Electronic Documents containing text, graphics, metadata, or other types of data that are provided to the Requesting Party are only for the convenience of the third party. Any conclusion or information obtained or derived from such data will be at the third party's sole risk and the third party waives any and all claims against Engineer or Owner arising from the use of the Electronic Documents covered by the request, or of any data contained in such Electronic Documents.
 - 3) The third party shall indemnify and hold harmless Owner, Engineer, and Engineer's Subcontractors and Subconsultants, from all claims, damages, losses, and expenses, including attorneys' fees and defense costs arising out of or resulting from the third party's use, adaptation, or distribution of any Electronic Documents provided under the request.
 - 4) The third party agrees not to sell, copy, transfer, forward, give away or otherwise distribute this information (in source or modified file format) to any third party without the direct written authorization of Engineer, unless such distribution is specifically identified in the request and is limited to the third party's subcontractors and consultants. The third party warrants that subsequent use by the third party's subcontractors and subconsultants will comply with all terms of the Construction Contract Documents and any specific instructions or conditions established by Owner.
- b. If Engineer is required to assist or participate in obtaining such releases from third parties, such services will be categorized as Additional Services.

D. Requests by Project-Related Parties for Electronic Documents in Other Formats

1. Owner may release (or direct Engineer to release) an Electronic Document version of a Document prepared by or for Engineer, including but not limited to a deliverable Document as set forth in Exhibit F Paragraph 1.01.C, in a format other than those identified in Exhibit F Paragraph 1.01.B or 1.01.C of the Electronic Documents Protocol, or elsewhere in the Agreement, only if (a) a Contractor or other Project-related party (Requesting Party) makes a good faith request for such release, (b) Owner determines in its sole discretion that such release is prudent and will be beneficial to the Project, and (c) Owner obtains Requesting Party's written consent to the four conditions set forth in Exhibit F Paragraph 1.01.C.2.a.1-4 above.
2. Any services by Engineer in connection with Owner or Engineer providing a Document to a Requesting Party under this Exhibit F Paragraph 1.01.D are Additional Services. Such services may include but are not limited to preparing the data in a manner deemed appropriate by Engineer. Owner may require reimbursement from the Requesting Party for the cost of such Additional Services, but compensation by Owner to Engineer for the Additional Services is not contingent upon Owner obtaining reimbursement from the Requesting Party.

EXHIBIT F— ATTACHMENT 1: SOFTWARE REQUIREMENTS FOR ELECTRONIC DOCUMENT EXCHANGE

Guidance Notes

Item	Electronic Documents	Transmittal Means	Data Format	Note (1)
a.1	General communications, transmittal covers, meeting notices, and responses to general information requests for which there is no specific prescribed form.	Email	Email	
a.2	Meeting agendas; meeting minutes; RFI's and Responses to RFI's; and Construction Contract administrative forms.	Email w/Attach	PDF	(2)
a.3	Contractor's Submittals (Shop Drawings, "Or Equal" requests, Substitute requests, documentation accompanying Sample submittals and other Submittals) to Owner and Engineer; and, Owner's and Engineer's Responses to Contractor's Submittals, Shop Drawings, Correspondence, and Applications for Payment	Email w/Attach	PDF	
a.4	Correspondence; Interim and Final Versions of reports, layouts, Specifications, Drawings, maps, calculations and spreadsheets, Construction Contract, Bidding/Proposal Documents, and Front-End Construction Contract Documents.	Email w/ Attach or LFE	PDF	(3)
a.5	Layouts, plans, maps, and Drawings to be submitted to Owner by Engineer for future use and modification	Email w/ Attach or LFE	DWG	
a.6	Correspondence, reports, and specifications to be submitted by Engineer to Owner for future word processing use and modification	Email w/ Attach or LFE	DOC	
a.7	Spreadsheets and data to be submitted to Owner by Engineer for future data processing use and modification	Email w/ Attach or LFE	EXC	
a.8	Database files and data to be submitted to Owner for future data processing use and modification	Email w/ Attach or LFE	DB	
Notes				
(1)	All exchanges and uses of transmitted data are subject to the appropriate provisions of the Agreement and Construction Contract.			
(2)	Transmittal of written notices is governed by requirements of the Agreement and Construction Contract.			
(3)	Transmittal of Bidding/Proposal Documents and Front-End Construction Contract Documents will be in manner selected by Owner in Exhibit A, Paragraph 1.03.A.1.a. Unless otherwise expressly stated, these documents and the Construction Contract will be transmitted in PDF format, including transmittals to bidders and Contractor.			
Key				
EMAIL	Standard Email formats (.htm, .rtf, or .txt). Do not use stationery formatting or other features that impair legibility of content on screen or in printed copies.			
LFE	Agreed upon Large File Exchange method (FTP, CD, DVD, hard drive.)			
PDF	Portable Document Format readable by Adobe® Acrobat Reader Version [number] or later.			
DWG	Autodesk® AutoCAD. dwg format Version [number].			
DOC	Microsoft® Word. docx format Version [number].			
EXC	Microsoft® Excel .xlsx or .xml			
DB	Microsoft® Access .mdb			

EXHIBIT G—INSURANCE

ARTICLE 1—INSURANCE

Paragraph 6.04 of the Agreement, Insurance, is supplemented to include the following Exhibit G Paragraphs 1.01 and 1.02:

1.01 Insurance Policies and Limits

- A. In accordance with Paragraph 6.04.A of the Agreement, the insurance that Engineer must procure and maintain, and the policy limits of such insurance, are as follows:

Coverage	Policy limits of not less than:
Workers' Compensation	
State	Statutory
Employer's Liability	
Each accident	\$500,000.00
Each employee	\$500,000.00
Policy limit	\$1,000,000.00
Commercial General Liability	
General Aggregate	\$2,000,000.00
Personal and Advertising Injury	\$
Bodily Injury and Property Damage— Each Occurrence	\$2,000,000.00
Automobile Liability	
Bodily Injury	
Each Person	\$
Each Accident	\$
Property Damage	
Each Accident	\$
Or	
Combined Single Limit	
Combined Single Limit (Bodily Injury and Property Damage)	\$1,000,000.00
Excess or Umbrella Liability	
Each Occurrence	\$
General Aggregate	\$
Professional Liability	
Each Claim	\$1,000,000.00
Annual Aggregate	\$1,000,000.00
Unmanned Aerial Vehicle Liability Insurance	
Each Claim	\$
General Aggregate	\$
Other Insurance [Specify]	
Each Claim	\$
General Aggregate	\$

Exhibit G—Insurance.

Exhibits to EJCDC® E-500, Agreement between Owner and Engineer for Professional Services.
Copyright© 2020 National Society of Professional Engineers, American Council of Engineering Companies,
and American Society of Civil Engineers. All rights reserved.

- B. In accordance with Paragraph 6.04.C of the Agreement, the insurance that Owner must procure and maintain, and the policy limits of such insurance, are as follows:

Coverage	Policy limits of not less than:
Workers' Compensation	
State	Statutory
Employer's Liability	
Each accident	\$
Each employee\$	\$
Policy limit	\$
Commercial General Liability	
General Aggregate	\$
Personal and Advertising Injury	\$
Bodily injury and Property Damage—Each Occurrence	\$
Automobile Liability	
Bodily Injury	
Each Person	\$
Each Accident	\$
Property Damage	
Each Accident	\$
Or	
Combined Single Limit	
Combined Single Limit (Bodily Injury and Property Damage)	\$
Excess or Umbrella Liability	
Each Occurrence	\$
General Aggregate	\$
Unmanned Aerial Vehicle Liability Insurance	
Each Claim	\$
General Aggregate	\$
Other Insurance [Specify]	
Each Claim	\$
General Aggregate	\$

1.02 Additional Insureds

- A. The Owner must be listed on Engineer's general liability policy as provided in Paragraph 6.04.B.
- B. For applicable Contractor's general liability policies of insurance, the additional insured endorsements will include both ongoing operations and products and completed operations coverage through ISO Endorsements CG 20 10 10 01 and CG 20 37 10 01 (together). If Contractor demonstrates to Owner that the specified ISO endorsements are not commercially available, then Contractor may satisfy this requirement by providing equivalent endorsements.
- C. For applicable Contractor's general liability policies of insurance, Contractor shall provide ISO Endorsement CG 20 32 07 04, "Additional Insured—Engineers, Architects or Surveyors Not Engaged by the Named Insured" or its equivalent for Engineer, Subconsultants, and other design professional additional insureds.

Exhibit G—Insurance.

Exhibits to EJCDC® E-500, Agreement between Owner and Engineer for Professional Services.
 Copyright© 2020 National Society of Professional Engineers, American Council of Engineering Companies,
 and American Society of Civil Engineers. All rights reserved.

EXHIBIT H—DISPUTE RESOLUTION—DELETED

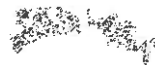


EXHIBIT I—LIMITATIONS OF LIABILITY--DELETED

EXHIBIT J—PAYMENTS TO ENGINEER FOR SERVICES AND REIMBURSABLE EXPENSES

COMPENSATION PACKET BC-1: BASIC SERVICES—LUMP SUM

ARTICLE 1—COMPENSATION PACKET BC-1: BASIC SERVICES—LUMP SUM

Article 2 of the Agreement is supplemented to include the following Exhibit J Paragraph 1.01:

1.01 Compensation for Basic Services (other than Resident Project Representative)—Lump Sum Method of Payment

A. Owner shall pay Engineer for Basic Services set forth in Exhibit A (except for Resident Project Representative services, if any) as follows:

1. A Lump Sum amount of \$ **685,322.71** based on the following estimated distribution of compensation:

a. Study and Report Phase	\$n/a
b. Preliminary Design Phase	\$60,347.25
c. Final Design Phase	\$33,6981.77
d. Bidding and Negotiating Phase	\$58,037.53
e. Construction Phase	\$193,826.73
f. Post-Construction Phase	\$36,129.43

2. Engineer may alter the distribution of compensation between individual phases noted herein to be consistent with services actually rendered, but compensation will not exceed the total Lump Sum amount unless approved in writing by the Owner.

3. The Lump Sum includes compensation for Engineer's services and services of Engineer's Subcontractors and Subconsultants, if any. Appropriate amounts have been incorporated in the Lump Sum to account for labor costs, overhead, profit, and expenses (other than any expressly allowed Reimbursable Expenses).

4. In addition to the Lump Sum, Engineer is also entitled to reimbursement from Owner for the following Reimbursable Expenses (see Appendix 1 for rates or charges):

a. **Topographic Survey Services in accordance with Paragraph A.2.01.B, a fee not to exceed \$350,000. Fee based on the following:**

- 1) Limited survey for resurfacing streets, consisting primarily of roadway centerline, edge of pavement, and visible features
- 2) Full right-of-way survey is assumed only for streets identified for reconstruction or where required for drainage design
- 3) No property boundary resolution, title research, or right-of-way acquisition surveys are included

b. **Geotechnical Investigation Services in accordance with Paragraph A.2.01.B, a fee not to exceed \$150,000. Fee based on the following:**

- 1) Limited borings for representative pavement evaluation
- 2) Targeted borings for streets identified for reconstruction

Exhibit J—Payments to Engineer for Services and Reimbursable Expenses.
Compensation Packet BC-1: Basic Services—Lump Sum.

Exhibits to EJCDC® E-500, Agreement between Owner and Engineer for Professional Services.
Copyright© 2020 National Society of Professional Engineers, American Council of Engineering Companies,
and American Society of Civil Engineers. All rights reserved.

- 3) No comprehensive subsurface investigation for all streets is included
 - c. **Construction Testing Services in accordance with Paragraph A.2.01.B, a fee not to exceed \$325,000**
 - d. **The not-to-exceed amounts for survey and geotechnical services are based on the assumptions set forth in Exhibit A. If additional survey coverage, geotechnical investigation, or related services are required due to:**
 - 1) changes in project scope,
 - 2) unknown field conditions,
 - 3) utility conflicts,
 - 4) drainage design requirements, or
 - 5) Owner-directed changes,
 - 6) such services shall be considered Additional Services.
 5. The portion of the Lump Sum amount billed for Engineer's services will be based upon Engineer's estimate of the percentage of the total services actually completed during the billing period. If any Reimbursable Expenses are expressly allowed, Engineer may also bill for any such Reimbursable Expenses incurred during the billing period.
- B. **Period of Service:** The compensation amount stipulated in Compensation Packet BC-1 is conditioned on a period of service not exceeding 24 months. If such period of service is extended, the compensation amount for Engineer's services will be appropriately adjusted.

EXHIBIT J—PAYMENTS TO ENGINEER FOR SERVICES AND REIMBURSABLE EXPENSES
COMPENSATION PACKET RPR-1: RESIDENT PROJECT REPRESENTATIVE—LUMP SUM

ARTICLE 2—COMPENSATION PACKET RPR-1: RESIDENT PROJECT REPRESENTATIVE—LUMP SUM

Article 2 of the Agreement is supplemented to include the following Exhibit J Paragraph 2.01:

2.01 Compensation for Resident Project Representative Services—Lump Sum Method of Payment

A. Owner shall pay Engineer for Resident Project Representative Services as follows:

- 1. Resident Project Representative Services:** For services of Engineer's Resident Project Representative (RPR), if any, under Exhibits A and D, the Lump Sum amount of **\$404,068.76**. The Lump Sum includes compensation for Resident Project Representative services, including any RPR-related services performed by Engineer's Subcontractors and Subconsultants. Appropriate amounts have been incorporated in the Lump Sum to account for labor costs, overhead, profit, and expenses (other than any expressly allowed Reimbursable Expenses, as set forth immediately below) related to the Resident Project Representative services.
- 2. Reimbursable Expenses:** In addition to the Lump Sum, Engineer is also entitled to reimbursement from Owner for the following RPR-related Reimbursable Expenses (see Appendix 1 for rates or charges); all other expenses are accounted for in the Lump Sum: **[None.]**
- 3. Resident Project Representative Schedule:** The Lump Sum amount set forth in Exhibit J Paragraph 2.01.A.1 above is based on full-time RPR services on an eight-hour workday Monday through Friday over a **480**-day construction schedule. Modifications to the construction schedule will entitle Engineer to an equitable adjustment of compensation for RPR services. Changes will not be effective unless and until concurred in by the Owner.

EXHIBIT J—PAYMENTS TO ENGINEER FOR SERVICES AND REIMBURSABLE EXPENSES
COMPENSATION PACKET AS-1: ADDITIONAL SERVICES—STANDARD HOURLY RATES

ARTICLE 3—COMPENSATION PACKET AS-1: ADDITIONAL SERVICES—STANDARD HOURLY RATES

Article 2 of the Agreement is supplemented to include the following Exhibit J Paragraph 3.01:

3.01 Compensation for Additional Services—Standard Hourly Rates Method of Payment

A. Owner shall pay Engineer for Additional Services, if any, as follows:

1. For services of Engineer's personnel engaged directly on the Project pursuant to Exhibit A Paragraph 2.01 or 2.02, except for services as a consultant or witness under Exhibit A Paragraph 2.02.A.28 (which if needed will be separately negotiated based on the nature of the required consultation or testimony), an amount equal to the cumulative hours charged by each class of Engineer's personnel providing such Additional Services times Standard Hourly Rates for each applicable billing class, plus Additional Services-related Reimbursable Expenses and Additional Services-related Engineer's Subcontractors' and Subconsultants' charges, if any.

B. Compensation for Reimbursable Expenses

1. For those Reimbursable Expenses that are directly related to the provision of Additional Services, and are not already accounted for in the compensation for Basic Services or RPR-related services, Owner shall reimburse Engineer, using the rates set forth in Appendix 1 to this Exhibit J when applicable.
2. Such Reimbursable Expenses include, to the extent Additional Services-related, the expenses identified in Appendix 1 and the following categories: transportation (including mileage), lodging, and subsistence incidental thereto; providing and maintaining field office facilities including furnishings and utilities; toll telephone calls, mobile phone charges, and courier charges; reproduction of reports, Drawings, Specifications, bidding-related or other procurement documents, Construction Contract Documents, and similar items. In addition, if authorized in advance by Owner, Reimbursable Expenses will also include expenses incurred for the use of highly specialized equipment.
3. The amounts payable to Engineer for Reimbursable Expenses, if any, will be the Additional Services-related internal expenses actually incurred or allocated by Engineer, plus all invoiced external Reimbursable Expenses allocable to such Additional Services, the latter multiplied by a factor of 1.15

C. Other Provisions Concerning Payment for Additional Services

1. Whenever Engineer is entitled to compensation for the charges of Engineer's Subcontractors and Subconsultants, such compensation will be the amounts billed by Engineer's Subcontractors and Subconsultants to Engineer times a factor of 1.15
2. Factors: The external Reimbursable Expenses and Engineer's Subcontractors' and Subconsultants' factors include Engineer's overhead and profit associated with Engineer's responsibility for the administration of such services and costs.

3. The Standard Hourly Rates and the Reimbursable Expenses Schedule will be adjusted annually (as of **January 1st** to reflect equitable changes in the compensation payable to Engineer for Additional Services-related services and expenses. Changes will not be effective unless and until concurred in by the Owner.
4. To the extent necessary to verify Engineer's charges and upon Owner's timely request, Engineer shall make copies of such records available to Owner at no cost.

EXHIBIT J—PAYMENTS TO ENGINEER FOR SERVICES AND REIMBURSABLE EXPENSES

APPENDIX 1: REIMBURSABLE EXPENSES SCHEDULE

Reimbursable Expenses are subject to review and adjustment per Exhibit J. Rates and charges for Reimbursable Expenses as of the date of the Agreement are:

8"x11" Copies/Impressions	\$ [Enter Cost]/page
Copies of Drawings	\$ [Enter Cost]/sq. ft.
Mileage (auto)	\$ [Enter Cost]/mile
Laboratory Testing	at cost
Health and Safety Level D	\$ [Enter Cost]/day
Health and Safety Level C	\$ [Enter Cost]/day

EXHIBIT J—PAYMENTS TO ENGINEER FOR SERVICES AND REIMBURSABLE EXPENSES

APPENDIX 2: STANDARD HOURLY RATES SCHEDULE

A. Standard Hourly Rates

1. Standard Hourly Rates are set forth in this Appendix 2 to this Exhibit J and include salaries and wages paid to personnel in each billing class plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin or profit.
2. The Standard Hourly Rates apply only as specified in Exhibit J.

B. Schedule: Hourly rates for services performed on or after the date of the Agreement are:

Senior Project Manager	\$234.12
Senior Project Engineer	\$202.56
Project Engineer	\$157.84
Sr. Engineering Technician	\$107.86

**ORDER RATIFYING AND AUTHORIZING A SIXTY (60) DAY
EXTENSION OF THE LEASE AGREEMENT FOR THE
PROPERTY LOCATED AT 2525 ROBINSON ROAD**

OFFICE OF THE CITY CLERK
WB
MAY 20 2026

WHEREAS, the City of Jackson currently leases the property located at 2525 Robinson Road, with said facility housing the Records Management Division and the Margaret Walker Alexander Library, and the existing lease term expired on April 30, 2026; and

WHEREAS, the property is owned by 2525 Robinson Road, LLC, a Mississippi limited liability corporation with a principal place of business at 800 Woodlands Parkway, No. 206, Ridgeland, Mississippi, 39157.

WHEREAS, the City of Jackson desires to continue leasing the property long-term, and while future terms are being negotiated, the City desires to continue the lease under the same terms and conditions for a limited period to allow for transition, evaluation, or negotiation of a future agreement; and

WHEREAS, the parties or their successors to the Lease Agreement by and between Richard L. Blount, Landlord, and City of Jackson, Mississippi, for 2525 Robinson Road, executed April 11, 2016, and approved by the Council as indicated in the City's Minutes dated April 19, 2016, desire to continue their relationship as Lessor and Lessee, for the purpose of housing the Margaret Walker Alexander Library and the City of Jackson Records Management Division. As of that Lease's termination date of April 30, 2026, the parties are in ongoing negotiations about certain terms to a new lease; and

WHEREAS, the parties agree to extend the terms of the April 11, 2016, lease for sixty days, beginning May 1, 2026. All terms of the 2016 lease will remain in full force and effect, except that the City will not be considered a holdover tenant. Any provision of the Lease which would apply to a holdover tenant will not apply or otherwise be enforceable nor enforced. The monthly rent will continue to be \$12,950. The parties agree to continue to negotiate a new lease to become effective on or before July 1, 2026.

IT IS, THEREFORE, ORDERED that the Mayor is authorized to execute any documents necessary to continue a sixty (60) day extension of the Lease Agreement for the property located at 2525 Robinson Road, thereby extending the lease term from May 1, 2026, through June 30, 2026.

IT IS FURTHER ORDERED that all terms and conditions of the lease agreement, including the monthly rent of \$12,950.00, shall remain unchanged and in full force and effect during the extension period, except that the City will not be considered a holdover tenant. Any provision of the Lease which would apply to a holdover tenant will not apply or otherwise be enforceable nor enforced.

Agenda Item No. 30
May 5, 2026
(D.Martin, Horhn)

Office of the City Attorney

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

OFFICE OF THE CITY ATTORNEY

OFFICE OF THE CITY ATTORNEY
VMS 4/28/20

This **ORDER RATIFYING AND AUTHORIZING THE MAYOR TO EXECUTE A SIXTY (60) DAY EXTENSION OF THE LEASE AGREEMENT FOR THE PROPERTY LOCATED AT 2525 ROBINSON ROAD** is legally sufficient for placement in NOVUS Agenda.

Sondra O. Moncure

Sondra Moncure, *Special Assistant*

Megan Bennett, *Deputy City Attorney*

MB

4/28/20

Date

HOLDOVER LIMITATION AGREEMENT

THIS HOLDOVER LIMITATION AGREEMENT is made as of the _____ day of _____, 2026, and is part of the 60-day lease extension, by and between 2525 Robinson Road, LLC a Mississippi limited liability corporation with a principal place of business at 800 Woodlands Parkway, No. 206, Ridgeland, Mississippi, 39157, hereinafter called "Landlord", and City of Jackson, MS hereinafter called "Tenant".

WITNESSETH

WHEREAS, on May 5, 2026, the governing authority for the City of Jackson authorized the Mayor to execute a lease agreement with Landlord for certain premises in the City of Jackson, County of Hinds, State of Mississippi, more particularly described as 2525 Robinson Road, consisting of approximately 21,000 square feet of building area and approximately 45,000 square feet of property area; and

WHEREAS, the parties agree that upon termination of the Lease on April 30, 2026, there shall be a 60-day extension of the lease agreement, and the Landlord, by executing this agreement, agrees to waive any and all holdover penalties that could apply to the Tenant.

NOW, THEREFORE, in consideration of the mutual covenants, obligations, and agreements herein established, the Parties hereby agree as follows:

Extension of the Lease. The parties agree to extend the terms of the April 11, 2016, lease for sixty days, beginning May 1, 2026. All terms of the 2016 lease will remain in full force and effect, except that the City will not be considered a holdover tenant.

Holdover Provision Waiver. Notwithstanding any language to the contrary in the original Lease, the Landlord hereby agrees that if the Tenant remains in possession of the premises after the expiration date, no penalty rent, holdover rent, or automatic lease extension shall apply.

Waiver of Rent Increase: Landlord explicitly waives the right to charge increased rent as a penalty.

Enforceability: Any provision in the original Lease that would treat a holdover tenant as a tenant "at sufferance" or automatically extend the Lease is hereby deemed void and unenforceable by the Landlord. Any provision of the Lease that would apply to a holdover tenant will not apply, and will not be enforceable or enforced. The monthly rent will remain \$12,950.

Good Faith negotiations: The parties agree to undertake good-faith, diligent efforts to negotiate a commercially reasonable new lease, effective on or before July 1, 2026. In the event that negotiators fail, the parties may terminate discussions without expectation of damages.

WITNESS OUR SIGNATURES this the _____ day of _____, 2026.

TENANT: City of Jackson, Mississippi

By: _____

Title: _____

LANDLORD: 2525 Robinson Road, LLC

By: _____

Title: _____

WHEREAS, the City of Jackson, if awarded this grant, will receive allocation from the United States Department of Justice, Office of Community Oriented Policing Services (COPS); and

WHEREAS, the 2016 Community Policing Development Grant requires no matching funds; and

WHEREAS, funds through this award will be used to advance the practice of community policing in law enforcement through training and technical assistance and to coordinate a minority youth violence prevention program.

IT IS, THEREFORE, ORDERED that the Mayor is authorized to submit an application for the COPS office FY 2016 Application for Community Policing Development.

IT IS FURTHERED ORDERED that the Mayor or his designee be authorized to execute any and all documents necessary for the acceptance and administration of said grant.

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

Yeas- Barrett-Simon, Foote, Hendrix, Priester, Stamps and Stokes.
Nays- None.
Absent- Tillman.

President Priester requested that Agenda Items No. 29 and 41 be moved forward on the Agenda. Hearing no objections, the Clerk read the following:

ORDER AUTHORIZING THE MAYOR TO EXECUTE A RENEWAL OF THE LEASE AGREEMENT WITH RICHARD L. BLOUNT FOR THE PROPERTY LOCATED AT 2525 ROBINSON ROAD.

WHEREAS, City of Jackson leases the property located at 2525 Robinson Road from Richard L. Blount with said facility housing the Records Management Division and the Margaret Walker Alexander Library; and

WHEREAS, the lease expires April 30, 2016 and the City wishes to continue to lease the property for the same purposes; and

WHEREAS, the term of this Lease shall be for ten (10) year commencing on May 1, 2016 and terminating on April 30, 2026.

WHEREAS, effective May 1, 2016, Tenant agree to pay through April 30, 2026, the present monthly rent, of \$12,950.00.

IT IS, THEREFORE, ORDERED that the Mayor be authorized to execute a renewal of the Lease Agreement with Richard L. Blount for the property located at 2525 Robinson Road.

Council Member Barrett-Simon moved adoption; **Council Member Hendrix** seconded.

Yeas- Barrett-Simon, Foote, Hendrix, Priester, Stamps and Stokes.
Nays- None.
Absent- Tillman.

LEASE AGREEMENT
By and between
Richard L. Blount, Landlord
And
City of Jackson, Mississippi

THIS LEASE AGREEMENT ("Lease") made as of the 11th day April, 2016 by and between Richard L. Blount hereinafter called "Landlord", and City of Jackson, MS hereinafter called "Tenant".

WITNESSETH

1. **PREMISES.** The Landlord hereby leases to Tenant and the Tenant hereby leases from Landlord those certain premises in the City of Jackson, County of Hinds, State of Mississippi, more particularly described as **2525 Robinson Road** consisting of 21,000 +/- square feet of Building area and +/- 45,000 square feet of Property area, ("Leased Premises"), more particularly described in Exhibit A attached hereto.
2. **IMPROVEMENTS.** The Leased Premises shall be leased as per the plans and specifications attached hereto in Exhibit B.
3. **TERM.**
(A) **DATES.** The term of this Lease shall be for ten (10) years commencing on May 1, 2016 and terminating on April 30, 2026.
4. **RENT.**
(A) Effective May 1, 2016, Tenant agrees to pay through April 30, 2026, the present monthly rent of \$12,950.00, or \$7.40 per square foot.

(B) During the period of the lease the Tenant reserves the right to reduce the amount of storage space used for the keeping of city records. This will be done after an annual assessment for the need to continue storing records in the current manner and with 90 days prior written notice. The Landlord and Tenant will then agree to reduce the amount of the rent to reflect the amount of space utilized for storage at the rate of \$7.40 per square foot. The area of the building utilized for the library is not subject to this portion of the agreement.

(C) **OPERATION OF BUSINESS, DESERTION AND ABANDONMENT.** The Tenant shall continuously during the entire term of this Lease operate its business on Leased Premises with due diligence and efficiency and shall keep Leased Premises open for business and cause such business to be conducted for such number of hours each day as is customary for business of like character. Tenant shall at all times during the term of this Lease maintain a complete and adequate inventory of

(G) Landlord shall have the right to appoint a property managing agent to negotiate, manage and carry out Landlord's responsibilities hereunder. Landlord hereby appoints Balfour Concord Property Management, LLC as managing agent to serve as such until Landlord notifies Tenant to the contrary. The managing agent shall be deemed an independent contractor of Landlord.

30. SPECIAL PROVISIONS. It is the specific intent of this Lease that:

(A) Landlord be responsible for foundation, walls, and roof of the Leased Premise. All else shall be responsibility of Tenant.

(B) HEATING AND AIR CONDITIONING. Tenant shall be responsible for the maintenance and repair of all heating and air conditioning equipment up to a maximum cost of \$4,000.00 per 12 month period per system. Thereafter, Landlord shall be responsible for maintenance and repair expenses for the remainder of that 12 month period.

(C) Landlord be responsible for all taxes and Landlord insurance up to the amount of the costs of taxes for the 2015 year and insurance for the 2015 year which shall serve as the base years. Increases in taxes and Landlord insurance over these base years shall be the responsibility of the Tenant.

(D) All other costs not referenced above in this Special Provisions Section shall be the responsibility of the Tenant and shall include plumbing, restrooms, all utilities, parking lot maintenance and repair, landscaping, janitorial, trash removal, etc. expenses.

31. This Lease Agreement is subject to final approval by Landlord.

WITNESS OUR SIGNATURES THIS THE 11th day of April, 2016.

TENANT:

By: 77 York Ave CMCAO

Title: Mayor

LANDLORD: Richard L. Blount

By: Richard L. Blount
Richard L. Blount
Owner

Title: Owner of Bldg

**Addendum to the Lease Agreement
By and Between
Richard L. Blount, Landlord
And
City of Jackson, Mississippi**

THIS ADDENDUM TO THE LEASE AGREEMENT, dated April 11, 2016, is ("Lease") made as of the _____ day of _____, 2026, by and between 2525 Robinson Road, LLC a Mississippi limited liability corporation with a principal place of business at 800 Woodlands Parkway, No. 206, Ridgeland, Mississippi, 39157, hereinafter called "Landlord", and City of Jackson, MS hereinafter called "Tenant".

WITNESSETH

WHEREAS, the parties to the April 11, 2016 Lease Agreement, by and between Richard L. Blount, Landlord, and City of Jackson, Mississippi, for 2525 Robinson Road, and approved by the Council as indicated in the City's Minutes dated April 19, 2016, desire to continue their relationship as Landlord and Tenant, for the purpose (among other things) of housing the Margaret Walker Alexander Library; and

WHEREAS, as of that Lease's termination date of April 30, 2026, the parties are in ongoing negotiations about certain terms of a new lease. Accordingly, the parties agree to extend the terms of the April 11, 2016, lease for sixty days, beginning May 1, 2026.

NOW, THEREFORE, in consideration of the mutual covenants, obligations, and agreements herein established, the Parties hereby agree as follows:

Term. The term of this Lease shall be for sixty (60) days commencing on May 1, 2026, and terminating on June 30, 2026.

Rent. Effective May 1, 2026, Tenant agrees to pay through June 30, 2026, the present monthly rent of \$12,950.00, or \$7.40 per square foot.

Renewal clause. The parties agree that the April 16, 2016, lease agreement is extended for sixty days, and all other terms and conditions of the original agreement shall remain in full force and effect, except as indicated below.

Holdover Provision Waiver. Attached hereto and included by reference is the Holdover Limitation Agreement to be executed by the parties and, in full force and effect, is the Landlord's acknowledgment that any holdover provisions, language, remedies, and any and all related actions shall be unenforceable against the Tenant.

WITNESS OUR SIGNATURES this the _____ day of _____, 2026.

TENANT: City of Jackson, Mississippi

By: _____

Title: _____

LANDLORD: 2525 Robinson Road, LLC

By: _____

Title: _____

HOLDOVER LIMITATION AGREEMENT

THIS HOLDOVER LIMITATION AGREEMENT is made as of the _____ day of _____, 2026, and is part of the 60-day lease extension, by and between 2525 Robinson Road, LLC a Mississippi limited liability corporation with a principal place of business at 800 Woodlands Parkway, No. 206, Ridgeland, Mississippi, 39157, hereinafter called "Landlord", and City of Jackson, MS hereinafter called "Tenant".

WITNESSETH

WHEREAS, on May 5, 2026, the governing authority for the City of Jackson authorized the Mayor to execute a lease agreement with Landlord for certain premises in the City of Jackson, County of Hinds, State of Mississippi, more particularly described as 2525 Robinson Road, consisting of approximately 21,000 square feet of building area and approximately 45,000 square feet of property area; and

WHEREAS, the parties agree that upon termination of the Lease on April 30, 2026, there shall be a 60-day extension of the lease agreement, and the Landlord, by executing this agreement, agrees to waive any and all holdover penalties that could apply to the Tenant.

NOW, THEREFORE, in consideration of the mutual covenants, obligations, and agreements herein established, the Parties hereby agree as follows:

Extension of the Lease. The parties agree to extend the terms of the April 11, 2016, lease for sixty days, beginning May 1, 2026. All terms of the 2016 lease will remain in full force and effect, except that the City will not be considered a holdover tenant.

Holdover Provision Waiver. Notwithstanding any language to the contrary in the original Lease, the Landlord hereby agrees that if the Tenant remains in possession of the premises after the expiration date, no penalty rent, holdover rent, or automatic lease extension shall apply.

Waiver of Rent Increase: Landlord explicitly waives the right to charge increased rent as a penalty.

Enforceability: Any provision in the original Lease that would treat a holdover tenant as a tenant "at sufferance" or automatically extend the Lease is hereby deemed void and unenforceable by the Landlord. Any provision of the Lease that would apply to a holdover tenant will not apply, and will not be enforceable or enforced. The monthly rent will remain \$12,950.

Good Faith negotiations: The parties agree to undertake good-faith, diligent efforts to negotiate a commercially reasonable new lease, effective on or before July 1, 2026. In the event that negotiators fail, the parties may terminate discussions without expectation of damages.

WITNESS OUR SIGNATURES this the _____ day of _____, 2026.

TENANT: City of Jackson, Mississippi

By: _____

Title: _____

LANDLORD: 2525 Robinson Road, LLC

By: _____

Title: _____

OFFICE OF THE CITY ATTORNEY
Taylor Ch. Blomquist
J.M. 4/28/25

RESOLUTION OF THE JACKSON CITY COUNCIL DECLARING THE COST AND PENALTY ASSOCIATED WITH THE DEMOLITION OF THE PROPERTY LOCATED AT 4639 NORTH HIGHWAY 55, JACKSON, MISSISSIPPI, SHALL BE COLLECTED AS A CIVIL DEBT AGAINST THE PROPERTY OWNERS

WHEREAS, on September 24, 2024, the Jackson City Council declared the property located at 4639 North Highway 55, Jackson, Mississippi a menace to public health, safety, and welfare of the City of Jackson pursuant to Section 21-19-11 of the Mississippi Code following an administrative hearing held on August 27, 2024; and

WHEREAS, on November 19, 2024, the Jackson City Council authorized the mayor to execute a contract between the City and Cornerstone Enterprises, LLC, for the sum of \$240,000.00, to demolish the structure on the property located at 4639 North Highway 55, Jackson, Mississippi and perform other work to remedy the conditions on the property that constitute a menace to public health, safety, and welfare according to Section 21-19-11 of the Mississippi Code; and

WHEREAS, on February 14, 2025, the City of Jackson and Cornerstone Enterprises, LLC amended the contract to allow the City to pay Cornerstone Enterprises, LLC 50% of the bid amount upon confirmation by the City that 50% of the work had been completed and the remaining 50% of the bid amount upon confirmation by the City that contracted work is 100% complete; and

WHEREAS, on February 21, 2025, the City of Jackson issued a Notice to Proceed upon Cornerstone Enterprises, LLC to begin contracted work on the property located at 4639 North Highway 55, Jackson, Mississippi; and

WHEREAS, on March 7, 2025, Cornerstone Enterprises, LLC submitted Invoice No. CE-21-1871A to the City to be compensated for the first 50% of the bid amount, \$120,000.00, as 50% of the contracted work was complete; and

WHEREAS, on March 18, 2025, the City of Jackson initiated an EFT payment to pay Invoice No. CE-21-1871A from Cornerstone Enterprises, LLC; and

WHEREAS, March 31, 2025, Cornerstone Enterprises, LLC submitted Invoice No. CE-21-1871B to the City to be compensated for the remaining 50% of the bid amount, \$120,000.00, as 100% of the work contracted for was complete; and

WHEREAS, on April 1, 2025, the City of Jackson confirmed Cornerstone Enterprises, LLC completed the demolition and other work contracted for at the property located at 4639 North Highway 55, Jackson, Mississippi; and

WHEREAS, on April 8, 2025, the City of Jackson initiated an EFT payment to pay Invoice No. CE-21-1871B from Cornerstone Enterprises, LLC; and

WHEREAS, the City of Jackson is statutorily authorized to assess the actual cost of cleaning the property and a penalty not to exceed One Thousand Five Hundred Dollars (\$1,500.00)

Agenda Item No. 31
May 5, 2026
(D.Martin, Horhn)

or fifty (50%) percent of the actual cost of cleaning the property, whichever is more, to be included with municipal ad valorem taxes with payment enforced in the same manner as payment of municipal ad valorem taxes are enforced; and

WHEREAS, the City of Jackson is also statutorily authorized to adjudicate the actual cost of cleaning the property and a penalty not to exceed One Thousand Five Hundred Dollars (\$1,500.00) or fifty (50%) percent of the actual cost of cleaning the property, whichever is more, to be collected as a civil debt against the property owner; and

WHEREAS, the property owners of 4639 North Highway 55, Jackson, Mississippi have not paid property taxes for the property since tax year 2022; and

WHEREAS, the City of Jackson is not confident the owner of 4639 North Highway 55, Jackson, Mississippi will pay its property taxes this year, which is the only way to enforce payment of the assessment against the property; and

WHEREAS, the City of Jackson believes it is in the best interest of the City to adjudicate the cost of cleaning the property and a penalty of fifty (50%) percent of the actual cost of cleaning the property to be collected as a civil debt against the property owners, Noah Muthana, Ibrahim Khoder, and Susan Khoder.

BE IT HEREBY RESOLVED, that the City Council of Jackson, Mississippi declares, by resolution, that the cost of cleaning the property and a penalty of 50% of the cost of cleaning the property shall be collected as a civil debt against the owners of 4639 North Highway 55, Jackson, Mississippi, Noah Muthana, Ibrahim Khoder, and Susan Khoder.

BE IT HEREBY RESOLVED, that the City Council of Jackson, Mississippi authorizes the institution of a suit on open account against the owner of the property in a court of competent jurisdiction in the manner provided by law for the cost and any penalty, plus court costs and interest from the date that the property was cleaned.

SO RESOLVED this the 5th day of May, 2026.

APPROVED FOR AGENDA:

FINANCE
Budgeted: ___yes___no
LEGAL
CAO
MAYOR'S OFFICE

INITIALS: DATE:

Acct # 001519306414

Item# _____
Date: _____
By: Horhn, Martin

Office of the City Attorney

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

OFFICE OF THE CITY ATTORNEY

This **RESOLUTION OF THE JACKSON CITY COUNCIL DECLARING THE COST AND PENALTY ASSOCIATED WITH THE DEMOLITION OF THE PROPERTY LOCATED AT 4639 NORTH HIGHWAY 55, JACKSON, MISSISSIPPI, SHALL BE COLLECTED AS A CIVIL DEBT AGAINST THE PROPERTY OWNER** is legally sufficient for placement in NOVUS Agenda.

OFFICE OF THE CITY ATTORNEY
J.N. Taylor
2020-8 Houston



Jason Nabors, *Special Assistant*

Taylor Houston, *Deputy City Attorney* 

4/28/20

DATE

OFFICE OF THE CITY ATTORNEY
JMU 2/2/26

ORDER AUTHORIZING PAYMENT OF FULL AND FINAL SETTLEMENT OF ALL CLAIMS IN THE MATTER OF "FORTNER V. CITY OF JACKSON, MISSISSIPPI" IN THE CIRCUIT COURT OF HINDS COUNTY, MISSISSIPPI, FIRST JUDICIAL DISTRICT; CIVIL ACTION NO.: 18-652.

WHEREAS, on November 16, 2018, Plaintiffs filed a Complaint in the Circuit Court of Hinds County, Mississippi, First Judicial District, against the City of Jackson, Mississippi; and

WHEREAS, Plaintiffs, Thomas Fortner and Laurilyn Fortner, Individually and as Wrongful Death Beneficiaries of Francis Fortner, Deceased, and the Estate of Francis Fortner, Deceased, allege damages and seek recovery for the death of Francis Fortner resulting from a motor vehicle crash that occurred on May 17, 2018; and

WHEREAS, the parties, through counsel, participated in settlement negotiations and reached a proposed agreement to settle the aforementioned lawsuit; and

WHEREAS, the Office of the City Attorney is recommending the City of Jackson fully and finally resolve the aforementioned lawsuit for \$400,000.00 in return for a complete release of the City of Jackson, Mississippi, and its officers from the lawsuit; and

WHEREAS, such settlement shall not constitute an admission of liability on the part of the City of Jackson, Mississippi, or its officers; and

WHEREAS, based on the economic value to the City of Jackson and without admitting any liability, it is in the best interests of the citizenry that the City of Jackson resolve this matter through settlement.

NOW, THEREFORE, IT IS HEREBY ORDERED by the City Council of the City of Jackson, Mississippi, that the Office of the City Attorney should and is hereby authorized to settle all claims for \$400,000.00 in the lawsuit styled *Fortner v. City of Jackson, Mississippi*, Circuit Court of Hinds County, Mississippi, First Judicial District, No. 18-652; execute all documents necessary to settle and dismiss said claim; and pay the settlement amount to the Plaintiffs and Plaintiffs' Counsel, as full and final settlement of this matter.

APPROVED FOR AGENDA:

FINANCE
Budgeted: ___yes___no
LEGAL
CAO
MAYOR'S OFFICE

INITIALS: DATE:

Acct # 001519306414

Item# _____

Date: _____

By: Horhn, Martin


Agenda Item No. 32
May 5, 2026
(D.Martin, Horhn)

Office of the City Attorney

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

OFFICE OF THE CITY ATTORNEY

This **ORDER AUTHORIZING PAYMENT OF FULL AND FINAL SETTLEMENT OF ALL CLAIMS IN THE MATTER OF "FORTNER V. CITY OF JACKSON, MISSISSIPPI" IN THE CIRCUIT COURT OF HINDS COUNTY, MISSISSIPPI, FIRST JUDICIAL DISTRICT; CIVIL ACTION NO.: 18-652** is legally sufficient for placement in NOVUS Agenda.



Jason Nabors, Special Assistant

4/28/26

DATE

OFFICE OF THE CLERK
J.M.
MAY 12 2016

RESOLUTION AUTHORIZING THE ISSUANCE OF MISSISSIPPI DEVELOPMENT BANK SPECIAL OBLIGATION REFUNDING BONDS, SERIES 2026 (CITY OF JACKSON, MISSISSIPPI GENERAL OBLIGATION WATER AND SEWER SYSTEM REVENUE REFUNDING BOND PROJECT) IN AN ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF NOT TO EXCEED THIRTY-THREE MILLION SIX HUNDRED ELEVEN THOUSAND DOLLARS (\$33,611,000) (THE "SERIES 2026 BONDS") IN ONE OR MORE TAXABLE OR TAX-EXEMPT SERIES FOR THE PURPOSE OF REFUNDING, DEFEASING AND RESTRUCTURING ALL OR A PORTION OF CERTAIN OUTSTANDING OBLIGATIONS OF THE MISSISSIPPI DEVELOPMENT BANK, AS DESCRIBED HEREIN; AUTHORIZING THE EMPLOYMENT OF PROFESSIONALS IN CONNECTION WITH THE CITY'S DIRECT LOAN AND ISSUANCE OF THE SERIES 2026 BONDS; AUTHORIZING AND APPROVING THE FORM OF AND EXECUTION OF CERTAIN BOND AND FINANCING DOCUMENTS AS DEFINED HEREIN; AUTHORIZING THE ISSUANCE OF DEBT OBLIGATIONS THROUGH ANY INSTRUMENTALITY, AGENCY, OR BODY CORPORATE AND POLITIC ESTABLISHED PURSUANT TO APPLICABLE LAW; AND FOR RELATED PURPOSES.

WHEREAS, the Mayor and City Council (the "Governing Body") of City of Jackson, Mississippi (the "City"), acting for and on behalf of the City issued its (i) City of Jackson, Mississippi Water & Sewer System Revenue Refunding Bond Project) dated August 18, 2011 in the aggregate principal amount of \$46,720,000 (the "Series 2011A City Bond") and authorized the issuance of the Mississippi Development Bank Special Obligation Bonds, Series 2011A (City of Jackson, Mississippi Water and Sewer System Revenue Refunding Bond Project) dated August 29, 2012 in an aggregate amount of \$46,720,000 (the "Series 2011A Bonds"), (ii) City of Jackson, Mississippi Water & Sewer System Revenue Refunding Bond Project) dated August 18, 2011 in the aggregate principal amount of \$63,045,000 (the "Series 2012A City Bond") and authorized the issuance of the Mississippi Development Bank Special Obligation Bonds, Series 2012A (City of Jackson, Mississippi Water and Sewer System Revenue Refunding Bond Project) dated August 29, 2012 in an aggregate amount of \$63,045,000 (the "Series 2012A Bonds") and (iii) City of Jackson, Mississippi Water and Sewer System Revenue Bond, Series 2013 dated June 27, 2013 in the aggregate principal amount of \$89,990,000 (the "Series 2013 City Bond") and authorized the issuance of the Mississippi Development Bank Special Obligation Bonds, Series 2013 (City of Jackson, Mississippi Water and Sewer System Revenue Bond Project) dated June 27, 2013 in an aggregate amount of \$89,990,000 (the "Series 2013 Bonds") for the purpose of providing working capital for the combined water and sewer system of the City, as allowed under Sections 21-27-11 through 21-27-73, of the Mississippi Code of 1972, as amended (the "Municipal Utilities Act") and Sections 31-25-1 et seq., of the Mississippi Code of 1972, as amended (the "Bank Act"), including paying for capitalized interest, if any, funding a debt service reserve fund, if any, and paying the cost of such borrowing with the City issuing its general obligation bond for sale to the Mississippi Development Bank (the "Bank") in such amount as it may find necessary and proper in order to provide funds to finance the costs of the Restructuring Project and/or Series 2026

Agenda Item No. **33**
May 5, 2026
(D.Martin, Horhn)

Project (both defined below) and to secure such general obligation bond with the full faith, credit and taxing power of the City under ; and

WHEREAS, the Governing Body, acting for and on behalf of the City finds it necessary and proper to issue its revenue bond for sale to the Bank in connection with the issuance by the Bank of certain obligations for the purpose of refinancing certain outstanding maturities of (i) the Series 2011A City Bond and Series 2011A Bonds, (ii) the Series 2012A City Bond and Series 2012A Bonds, and (iii) the Series 2013 City Bond and Series 2013 Bonds (the "**Refunding Bonds**") at more favorable interest rates (the "**Restructuring Project**"); and

WHEREAS, the Governing Body is authorized by Sections 31-15-1 et seq., Mississippi Code of 1972, as amended (the "**Refunding/Restructure Act**"), Sections 21-33-301 et seq., Mississippi Code of 1972, as amended (the "**City Bond Act**"), Sections 27-67-31 through 27-67-35, Mississippi Code of 1972, as amended and/or supplemented from time to time (the "**Infrastructure Modernization Act**") and Sections 31-27-1 et seq., Mississippi Code of 1972, as amended and supplemented from time to time (the "**Refunding Act**", and together with the Refunding/Restructure Act, the Municipal Utilities Act, the City Bond Act, the Infrastructure Modernization Act, the Bank Act, the "**Act**") and Section 3.02 of the General Bond Resolution, to issue revenue bonds of the City for the purpose of refinancing certain indebtedness of the City; and

WHEREAS, the Governing Body, acting for and on behalf of the City, desires to provide in accordance with this Series 2026 Supplemental Bond Resolution for the restructuring, refunding and defeasance of all or a portion of the outstanding Series 2011A City Bond, Series 2012A City Bond and Series 2013 City Bond.

WHEREAS, the Governing Body, acting for and on behalf of the City, has determined that such refunding would be carried out to restructure the City's debt service in order to provide cash flow relief to the City during a time of financial difficulty and is in the financial best interest of the City; and

WHEREAS, the Governing Body, acting for and on behalf of the City, is authorized under the Act and other applicable laws of the State, to issue its general obligation bond and revenue bond for sale to the Bank in such amount as it may find necessary and proper in order to provide funds for the restructuring, refunding and defeasance of the Refunded Bonds and paying the costs in connection therewith (the "**Restructuring Project**") and to secure such general obligation bond with the full faith, credit and taxing power of the City and the revenue bond with a pledge of the Net Revenues of the System; and

WHEREAS, the City is a "local governmental unit" under the Bank Act; and

WHEREAS, in connection with the Restructuring Project, the Governing Body, acting for and on behalf of the City, has determined that it is in the best interest of the citizens of the City for the City to issue its General Obligation and Water and Sewer System Revenue Refunding Bond, Series 2026 in the principal amount of not to exceed Thirty-Three Million Six Hundred Eleven Thousand Dollars (\$33,611,000), in one or more taxable or tax-exempt series, dated the date of delivery (the "**City Bonds**") and to authorize the sale of the City Bonds to the Bank; and

WHEREAS, in connection with the Restructuring Project, the Bank has agreed to issue its Special Obligation Bonds, Series 2026 (City of Jackson, Mississippi General Obligation Water and Sewer System Revenue Refunding Bond Project) in the principal amount not to exceed Thirty-Three Million Six Hundred Eleven Thousand Dollars (\$33,611,000) in one or more series (such bonds, the "**Series 2026 Bonds**"), which such Series 2026 Bonds shall evidence the amount of the loan (the "**Loan**") from the Lender to the Bank; and will use a portion of the proceeds thereof to purchase the City Bonds under the terms and provisions of the Indenture for the City to provide: (i) a portion of the funds to refund and refinance some or all of the outstanding Series 2011A Bonds, Series 2012A Bonds and the Series 2013 Bonds; and (ii) payment of the costs of issuance of the Series 2026 Bonds and the City Bonds (as defined herein), which items (i) through (ii) are hereinafter referred to as the "**Series 2026 Project**"; and

WHEREAS, the issuance of the City Bonds for the purpose of funding the Restructuring Project will result in a substantial public benefit to the citizens of the City; and

WHEREAS, the City is now desirous of proceeding with the issuance of the City Bonds and authorizing the sale thereof; and

WHEREAS, there has been prepared and submitted to the City the form of the Indenture of Trust (the "**Indenture**"), by and between the Bank and the Trustee (as defined herein) to be dated the day of delivery of the Series 2026 Bonds, which provides for the issuance of the Series 2026 Bonds; and

WHEREAS, the City Bonds will be sold to the Bank pursuant to the terms and provisions of this Series 2026 Supplemental Bond Resolution, the General Bond Resolution, the Act and a City Bond Purchase Agreement by and between the Bank and the City (the "**City Bond Purchase Agreement**"); and

WHEREAS, the City will make payments on the City Bonds in amounts sufficient to pay the principal of, premium, if any, and interest on the Series 2026 Bonds, as and when the same shall become due and payable; and

WHEREAS, the City Bonds shall be secured by both a pledge of and lien on the Net Revenues of the System as well as be a general obligation of the City payable as to principal of, premium, if any, and interest out of and secured by a special tax to be levied annually by the City, without limitation as to time, rate or amount, upon all of the taxable property within the geographical boundaries of the City adequate and sufficient to provide for the payment of the principal of, premium, if any, and interest on the City Bonds as the same becomes due. 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 the 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; 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 for the City Bond or has made provisions for other legally available funds to be applied toward the payment of the principal of and interest on the City Bonds due during the ensuing fiscal year of the City, in accordance with the provisions of the this Resolution. The avails of said tax are irrevocably pledged by the City under this Resolution for the payment of the principal of, premium, if any, and

interest on the City Bonds as the same shall mature and accrue. Should there be a failure in any year to comply with the requirements, such failure shall not impair the right of the holder of the City Bonds in any subsequent year to have adequate taxes levied and collected to meet the obligations of the City Bonds, as to principal of, premium, if any, and interest.

WHEREAS, the City Bonds will be issued on parity with (to the extent the same is not refunded and defeased), the City's \$46,720,000 (original principal amount) Water and Sewer System Revenue Refunding Bond, Series 2011A, the City's \$2,565,000 (original principal amount) Water and Sewer System Revenue Refunding Bond, Series 2011B, the City's \$63,045,000 (original principal amount) Water and Sewer System Revenue Refunding Bond, Series 2012A, the City's \$19,180,000 (original principal amount) Water and Sewer System Revenue Refunding Bond, Series 2012B and the City's \$89,990,000 (original principal amount) Water and Sewer System Revenue Bond, Series 2013 and any other bonds issued pursuant to the General Bond Resolution which are also secured by the Net Revenues of the System (collectively, the "**City Revenue Bonds**"); and

WHEREAS, there has been prepared and submitted to the City the form of the Private Placement Agreement ("**Private Placement Agreement**") providing for the direct placement of the Series 2026 Bonds by the Placement Agent (as defined herein); and

WHEREAS, there has been prepared and submitted to the City the form of the Tax Intercept Agreement, to be dated the day of delivery of the Series 2026 Bonds (the "**Tax Intercept Agreement**"), which provides additional security for the Series 2026 Bonds; and

WHEREAS, it appears that the Indenture, the City Bonds, the Private Placement Agreement, and the Tax Intercept Agreement (collectively, the "**City Documents**") are in appropriate form and are appropriate documents for the purposes identified; and

WHEREAS, there is contemplated that certain debt obligations may be issued on the City's behalf through any instrumentality, agency, or body corporate and politic established pursuant to applicable law; and

WHEREAS, it is proposed that the Governing Body should take all such additional actions, authorize the execution of such certificates, applications, reports and notices, and authorize such other actions and proceedings as shall be necessary in connection with the sale and issuance of the City Bonds and the Series 2026 Bonds and the refunding, defeasance and restructuring of the Refunding Bonds; and

WHEREAS, the Series 2026 Bonds are being structured as a direct loan obligation to prospective lenders who are purchasing the Series 2026 Bonds to evidence the Loan and are not being offered or sold to the general public, but rather are being sold directly to a single institutional lender or limited number of qualified institutional buyers in a transaction that is exempt from federal and state securities registration requirements.

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

SECTION 1. The Governing Body of the City adopts this Resolution pursuant to the Acts and all matters and things recited in the premises and preamble of this Resolution are found and determined to be true and accurate.

SECTION 2. This Series 2026 Supplemental Bond Resolution is adopted pursuant to the General Bond Resolution, the Act and the Constitution and laws of the State.

SECTION 3. 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 Bank Act, the City Bond Act, the Infrastructure Modernization Act, the Utilities Act and the Refunding Act.

"Arbitrage Rebate Agreement" means the Arbitrage Rebate Agreement among the Bank, the City and the Trustee in connection with the Series 2026 Bonds

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

"Bank" shall mean the Mississippi Development Bank, a body corporate and politic exercising essential public functions, or any successor thereto with its functions.

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

"Bankruptcy Code" means 11 U.S.C. Section 100 et seq., as amended or supplemented from time to time.

"Bond Counsel" shall mean an attorney or firm of attorneys approved by the City and the Bank nationally recognized in the area of municipal law and in 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. Butler Snow LLP and/or Tray Hairston, Esq., shall serve as Bond Counsel in connection with the sale and issuance of the Series 2026 Bonds.

"Bond Documents" shall mean the Indenture, the Tax Intercept Agreement, the Tax Certificate and all other agreements, instruments, documents, notices of assignment, schedules, assignments, pledges, powers of attorney, leases, trust account agreements, certificates, consents, contracts, notices, and all other written matter and all amendments, modifications, supplements, extensions and restatements thereof and thereto, and all agreements, notes, documents or instruments delivered in substitution therefor, or in lieu thereof, whether heretofore, now, or hereafter executed by or on behalf of the City, or any other person which are delivered to the Trustee, the Bank or any participant with respect to the transactions contemplated in the Indenture.

"Bond Fund" shall mean the Water and Sewer System Bond Fund created pursuant to Section 6.03(B) of the General Bond Resolution.

"Bond Insurance Policy" means the insurance policy issued by the Bond Insurer insuring the scheduled payment when due of the principal of and interest on the Series 2026 Bonds as provided in the Indenture.

"Bond Insurer" means Assured Guaranty Inc. ("AGI") and its successors.

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

"Bond Purchase Agreement" shall mean the Bond Purchase Agreement, by and among the Lender, the Bank and the City in connection with the Series 2026 Bonds.

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

"Bond" or **"Bonds"** shall mean the Series 2026 Bonds, any Refunding Bonds and any Additional Bonds issued pursuant to the Indenture.

"Business Day" means any day other than (a) a Saturday, (b) a Sunday, (c) any other day on which banking institutions in New York, New York or Jackson, Mississippi, are authorized or required not to be open for the transaction of regular banking business, (d) any day City Hall in Jackson, Mississippi is closed, or (e) any day on which the New York Stock Exchange is closed.

"Callable 2011A City Bond" shall mean the partial refunding of the Refunded 2011A City Bond maturing on September 1, 2026 and September 1, 2027.

"Callable 2012A City Bond" shall mean the partial refunding of the Refunded 2012A City Bond maturing on September 1, 2026 and September 1, 2027.

"Callable 2013 City Bond" shall mean the partial refunding of the Refunded 2013 City Bond maturing on December 1, 2026 and December 1, 2027.

"Capitalized Interest Account" shall mean the account by that name created by Section 6.02 of the Indenture.

"City" shall mean the City of Jackson, Mississippi, a Local Governmental Unit under the Bank Act.

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

"City Bond" means the City of Jackson, Mississippi General Obligation Water and Sewer System Revenue Refunding Bond, Series 2026.

"City Bond Interest Payment" means that portion of a City Bond Payment that represents the interest due or to become due on each of the City Bond, respectively.

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

"City Bond Principal Payment" means that portion of a City Bond Payment that represents the principal due or to become due on each of the City Bonds, respectively.

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

"City Council" means the City Council of the City, being the governing body of the City.

"City Project" shall mean together, providing projects as authorized under the Municipal Utilities Act, including but not limited to (a) fund a loan to the City secured by the City Bond, for the purposes set forth in the Municipal Utilities Act (b) to pay the premium for the Surety Bond and the Policy (c) fund the Capitalized Interest Fund and (d) pay the costs of issuance of the Series 2026 Bonds.

"Clerk" shall mean the Clerk of the City.

"Closing Date" means, in connection with the Series 2026 Bonds, the date on which the Series 2026 Bonds are delivered by the Bank to, and paid for by, the Placement Agent.

"Code" or "Internal Revenue Code" shall mean the Internal Revenue Code of 1986, as amended, and all applicable Treasury Regulations promulgated thereunder.

"Costs of Issuance" means items of expense payable or reimbursable, directly or indirectly, by the Bank and related to the authorization, sale, validation, issuance and/or delivery of the Series 2026 Bonds and the City Bond, which items of expense shall include, but not be limited to, printing costs, costs of reproducing documents, filing and recording fees, initial fees and charges of the Trustee, legal fees and charges, professional consultants' fees, financial advisory fees, costs of credit ratings, fees and charges for execution, transportation and safekeeping of the Series 2026 Bonds, credit enhancements or liquidity facility fees, fees and expenses of the Placement Agent, and other costs, charges and fees in connection with the foregoing.

"Counsel " shall mean the City Attorney of the City of Jackson, Mississippi or as designated by the Mayor and City Council.

"Debt Service Reserve Fund" shall mean the Debt Service Reserve Fund initially funded by a Reserve Fund Credit Facility issued by the Bond Insurer.

"Debt Service Reserve Fund Requirement" shall mean, the lesser of the following: (i) an amount equal to the maximum amount of principal and interest becoming due in the current or any future bond year on all Bonds then outstanding; (ii) 125% of average annual debt service on the Bonds; and (iii) 10% of the stated principal amount of the Bonds, or if such issue of Series 2026 Bonds has more than a de minimis amount (as defined in Section 1.148-1(b) of the Treasury Regulations) of original issue discount or premium, ten percent (10%) of the issue price (as defined

in Section 1.148-1(b) of the Treasury Regulations), which Debt Service Reserve Requirement may be funded with cash or a Reserve Fund Credit Facility; provided, however, that upon initial issuance of the Series 2026 Bonds, the Debt Service Reserve Requirement will mean the amount set forth in (i) hereinabove and in future years if that amount should equal an amount in excess of the lesser of (i), (ii) and (iii) above, the funds held in the Debt Service Reserve Fund will be not be invested at a yield in excess of the yield on the Series 2026 Bonds.

"Existing City Bonds" means the City's \$46,720,000 (original principal amount) Water and Sewer System Revenue Refunding Bond, Series 2011A, the City's \$2,565,000 (original principal amount) Water and Sewer System Revenue Refunding Bond, Series 2011B, the City's \$63,045,000 (original principal amount) Water and Sewer System Revenue Refunding Bond, Series 2012A, the City's \$19,180,000 (original principal amount) Water and Sewer System Revenue Refunding Bond, Series 2012B and the City's \$89,990,000 (original principal amount) Water and Sewer System Revenue Bond, Series 2013.

"General Bond Resolution" means that certain resolution adopted by the City Council on March 11, 1993, as the same may be amended and supplemented from time to time, including, but not limited to, that amendment and supplement to the General Bond Resolution adopted by the City Council on March 16, 2004, that amendment and supplement to the General Bond Resolution adopted by the City Council on July 18, 2011, that amendment and supplement to the General Bond Resolution adopted on August 7, 2012, that amendment and supplement to the General Bond Resolution adopted by the City Council on May 14, 2013, and that amendment and supplement to the General Bond Resolution adopted by the City Council on May 5, 2026.

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

"Indenture" shall mean the Indenture of Trust, and all supplements and amendments hereto entered into by and between the Trustee and the Bank.

"Infrastructure Modernization Act" shall mean Sections 27-65-31 through 27-67-35, Mississippi Code of 1972, as amended and/or supplemented from time to time.

"Interest Payment Date" means any date on which interest is payable on the Bonds, and for the Series 2026 Bonds, means each March 1 and September 1, commencing September 1, 2026.

"Mayor" shall mean the Mayor of the City.

"Municipal Advisor" shall mean Government Consultants, Inc.

"Municipal Utilities Act" means Sections 21-27-11 through 21-27-73, Mississippi Code of 1972, as amended and supplemented from time to time.

"Net Revenues" shall mean the excess of Water/Sewer Revenues over total Operating Expenses.

"Operating Expenses" means (a) the reasonable expenses of operating and maintaining the System in good repair and working order as shall be determined in accordance with sound

accounting practice, and (b) to the extent applicable, the reserve rentals payable by the City to the Hinds-Rankin Metropolitan Water and Sewer Association, Inc. ("**Hirmet**") as compensation for the City's acquisition of certain water and sewer facilities from Hirmet, which shall be treated as expenses of operating and maintaining the System; provided that "Operating Expenses" shall not include any allowance for depreciation.

"Paying Agent" means The Peoples Bank, a national banking association organized and existing under the laws of the United States of America, or any successor thereto, acting as the Paying Agent under the Series 2026 Supplemental Bond Resolution.

"Placement Agent" shall mean together, Oppenheimer & Co., Inc., New York, New York and Carty, Harding & Hearn, Inc., Little Rock, Arkansas.

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

"Private Placement Agreement" shall mean the Private Placement Agreement by and among the Bank, the City and the Placement Agent.

"Project" means the purchase of the City Bond to raise monies for providing funds for (i) the Refunding Project, (ii) a Debt Service Reserve Fund for the Series 2026 Bonds, including the payment of the Reserve Policy premium, (iii) a Capitalized Interest Fund, and (iv) paying costs of issuance for the City Bond and the Series 2026 Bonds, including the premium for the Bond Insurance Policy.

"Refunded 2011A City Bond" shall mean the 2011A City Bond maturing on September 1, 2026 and September 1, 2027.

"Refunded 2011A Bank Bonds" shall mean the 2011A Bank Bonds maturing on September 1, 2026 and September 1, 2027.

"Refunded 2012A City Bond" shall mean the 2012A City Bond maturing on September 1, 2026 and September 1, 2027.

"Refunded 2012A Bank Bonds" shall mean the 2012A Bank Bonds maturing on September 1, 2026 and September 1, 2027.

"Refunded 2013 City Bond" shall mean the 2013 City Bond maturing on December 1, 2026 and December 1, 2027.

"Refunded 2013 Bank Bonds" shall mean the 2013 Bank Bonds maturing on December 1, 2026 and December 1, 2027.

"Refunding/Restructuring Act" shall mean Sections 31-15-21 through 31-15-17, Mississippi Code of 1972, as amended and supplemented from time to time.

"Refunding/Restructuring Project" shall mean the prepayment, refinance and refunding of certain maturities of (a) the Refunded 2011A City Bond and the subsequent current refunding

of the Refunded 2011A Bank Bonds and the redemption of the Callable 2011A Bank Bonds; (b) the redemption of the Callable 2012A Bank Bonds the Refunded 2012A City Bond and the subsequent current refunding of the Refunded 2012A Bank Bonds and the redemption of the Callable 2012A Bank Bonds and (c) the Refunded 2013 City Bond and the subsequent current refunding of the Refunded 2013 Bank Bonds and the redemption of the Callable 2013 Bank Bonds.

"Reserve Fund Credit Facility" means an irrevocable and unconditional letter of credit, insurance policy or surety bond, the terms of which have been approved by the City and the Bank, issued by a bank or other financial institution, which is acceptable to the City and the Bank, having a long-term credit rating of "Investment Grade" or better, as determined by S&P at the time of its issuance which credit facility names the Trustee as the beneficiary thereunder; provided, that any such credit facility must (a) be renewable or extendable on an annual basis; (b) have an initial term of not less than three (3) years; (c) provide that the bank or other financial institution providing such credit facility must notify the Trustee and the City, no less than thirty (30) days in advance of the expiration of the credit facility of its intention not to renew or extend such credit facility; (d) permit the Trustee to make a drawing thereunder to fund the Debt Service Reserve Fund no later than five (5) Business Days prior to the earlier of (1) the expiration date of such credit facility and (2) the date the proceeds of such drawing will be needed to fund the Debt Service Reserve Fund.

"Reserve Fund Credit Facility Issuer" means the issuer of the Reserve Fund Credit Facility and initially shall mean the Bond Insurer.

"Revenues" means the Funds and Accounts (except for the Rebate Fund) and all income, revenues and profits of the Funds and Accounts (except for the Rebate Fund) referred to in the Granting Clauses hereof including, without limitation, all City Bond Payments, Tax Monies and any additional amounts paid to the Trustee under the Series 2026 Supplemental Bond Resolution or from any other source whatsoever.

"Series 2026 Bonds" shall mean the Mississippi Development Bank Special Obligation Bonds, Series 2026 (City of Jackson, Mississippi General Obligation Water and Sewer System Revenue Refunding Bond Project).

"Special Modernization Tax Revenues" shall mean the revenues generated from the Special Modernization Tax as authorized pursuant to the Infrastructure Modernization Act remitted from the State to the City in January and July of each calendar year allowing for the (i) repair, maintenance and/or reconstruction of roads, streets and bridges in municipalities, (ii) repair, maintenance and/or other improvements to water infrastructure and sewer infrastructure, including storm water and drainage improvements, and/or (iii) as a pledge to pay all or a portion of debt service on debt issued by a municipality for the purposes provided above.

"State" shall mean the State of Mississippi.

"System" shall mean the combined water and sewer system of the City, including any enlargement and extension thereof.

"Tax Intercept Agreement" shall mean the Tax Intercept Agreement by and between the City and the Bank and accepted by the Trustee.

"Trustee" shall mean a bank or other financial institution hereafter designated by the Mayor upon sale of the Series 2026 Bonds, which financial institution will have corporate trust powers and be qualified to act as Trustee under the Indenture, and which shall initially be The Peoples Bank, Biloxi, Mississippi.

"2011 City Bonds" means the City's \$46,720,000 Water and Sewer System Revenue Refunding Bond, Series 2011A and the City's \$2,565,000 Water and Sewer System Revenue Refunding Bond, Series 2011B.

"2012 City Bonds" means the City's \$63,045,000 Water and Sewer System Revenue Refunding Bond, Series 2012A and the City's \$19,180,000 Water and Sewer System Revenue Refunding Bond, Series 2012B.

"2013 City Bond" means the City's \$89,990,000 Water and Sewer System Revenue Bond, Series 2013.

"2026 Project" means providing funds to provide financing for (a) the Project, (b) funding the Debt Service Reserve Fund for the Series 2026 Bonds, (c) funding the Capitalized Interest Fund, and (d) paying the Costs of Issuance for the City Bond and the Series 2026 Bonds.

"Water Sewer Revenues" means all payments, proceeds, fees, charges, rents and all other income (including investment income) derived by or for the account of the City from its ownership and operation of the System, excluding security deposits and all acreage, front-footage, assessment and similar fees and charges derived by the City in connection with the provision of or payment for capital improvements constituting a part of the System, and gifts, grants, bequests and proceeds of tax levies, all as calculated in accordance with generally accepted accounting principles.

(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.

SECTION 4. The City Bonds are hereby authorized and ordered to be prepared and issued in the maximum aggregate original principal amount of not to exceed Thirty-Three Million Six Hundred Eleven Thousand Dollars (\$33,611,000) to provide a portion of the financing for the Project as authorized by the Act. The Governing Body is authorized and empowered by the provisions of the Act to issue the Series 2026 City Bond without an election on the question of the issuance thereof and is authorized to issue the City Bonds pursuant to the Act and as may otherwise be provided by law.

SECTION 5. The Governing Body hereby further authorizes and approves the sale of the City Bonds to the Bank pursuant to the terms and provisions of the City Bond Purchase Agreement and based upon the terms and conditions of the direct placement of the Series 2026 Bonds by the Bank to the Lender(s). The Series 2026 Bonds are being sold to the directly placed with the Lender(s) pursuant to the terms and provisions of the Bond Purchase Agreement or Private Placement Agreement.

SECTION 6. The Governing Body does hereby find and determine that the City Bonds and the Series 2026 Bonds are being issued to provide financing for the costs of the project.

SECTION 7. The principal of, premium, if any, and interest on the City Bonds will be secured and payable by both a pledge of and lien on the Net Revenues of the System as well as be a general obligation of the City secured by a special tax to be levied annually by the City, without limitation as to time, rate or amount, upon all of the taxable property within the geographical boundaries of the City adequate and sufficient to provide for the payment of the principal of, premium, if any, and interest on the City Bonds as the same becomes due. 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 the 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; 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 for the City Bond or has made provisions for other legally available funds to be applied toward the payment of the principal of and interest on the City Bonds due during the ensuing fiscal year of the City, in accordance with the provisions of the this Resolution. The avails of said tax are irrevocably pledged by the City under this Resolution for the payment of the principal of, premium, if any, and interest on the City Bonds as the same shall mature and accrue. Should there be a failure in any year to comply with the requirements, such failure shall not impair the right of the holder of the City Bonds in any subsequent year to have adequate taxes levied and collected to meet the obligations of the City Bonds, as to principal of, premium, if any, and interest.

SECTION 8. The Governing Body is also authorized by Infrastructure Modernization Act to utilize its Special Modernization Tax Revenues remitted from the State to the City in January and July of each calendar year (the "**Special Modernization Tax Revenues**") for the payment of the principal of, premium, if any, and interest on the City Bonds subject to a lien on the Mississippi Development Bank Special Obligation Bonds, Series 2025 (City of Jackson, MS Infrastructure Modernization Revenue Bond Project) dated September 30, 2025 in the principal aggregate amount of \$40,000,000, but the Special Modernization Tax Revenues are not specifically pledged..

SECTION 9. In consideration of the purchase and acceptance of the City Bonds by the Bank, this Series 2026 Supplemental Bond Resolution shall constitute a contract between the City and the Registered Owner from time to time of the City Bonds. The pledge made herein and the covenants and agreements herein set forth to be performed on behalf of the City for the benefit of the Registered Owner shall be for the benefit, protection and security of the Registered Owner of the City Bonds. Purchasers of the Series 2026 Bonds are deemed to have consented in writing to the terms and provisions of the General Bond Resolution, including but not limited to, the amendments adopted by the Governing Body on May 5, 2026.

SECTION 10. (a) Payments of principal of and interest on the City Bonds shall be made to the Record Date Registered Owner in lawful money of the United States of Americas as provided in herein.

(b) The City Bonds shall be dated the date of its delivery, shall be issued in one or more series, as a fully registered bond in a single denomination equal to the principal amount thereof;

shall be numbered R-1; shall bear interest from the date thereof at the rate or rates borne by the City Bonds (as provided in the Indenture), payable on each Interest Payment Date, subject to the limitation that the Series 2026 City Bond shall not bear a greater overall interest rate to maturity than eleven percent (11%) per annum, except upon the occurrence of an Event of Default or an Event of Taxability (each as defined in the Indenture); and shall mature and become due and payable in the same manner and at the same dates and times as provided in the Indenture for the Series 2026 Bonds; provided however, that the final maturity for the Series 2026 City Bond shall be no later than September 1, 2041.

The City Bonds shall be subject to redemption pursuant to the Bond Purchase Agreement.

(c) A default in the due and punctual payment of any interest or principal on the City Bonds or a default by the City under this Series 2026 Supplemental Bond Resolution is an Event of Default (as defined in the Indenture) under the Indenture entitling the Trustee to exercise certain remedies under the Indenture, including, but not limited to, the acceleration of all principal and interest due and owing on the outstanding Series 2026 Bonds. In the event the Trustee exercises such remedy under the Indenture, the principal and interest due and owing on the City Bonds shall be accelerated and the City shall cause the City Bonds to be redeemed and paid in full. Upon the Occurrence and continuance of an Event of Default, the interest of the Series 2026 Bonds may be subject to a Default Rate as defined in the 2026 Indenture.

(d) Neither the City Bonds nor the Series 2026 Bonds shall be (a) registered under the Securities Act of 1933 nor registered or otherwise qualified for sale under the "Blue Sky" laws and regulations of any state, (b) assigned a separate rating by any rating agency, (c) registered with The Depository Trust Company or any other securities depository, (d) issued pursuant to any type of offering document or official statement, (e) assigned a CUSIP number on behalf of the American Bankers Association by FactSet Research Systems Inc., or (f) listed on any stock or other securities exchange.

(e) Payments due under the City Bonds or the Series 2026 Bonds shall be payable without the requirement of presentation of such City Bonds or the Series 2026 Bonds with respect to all payments including the final payment hereunder

SECTION 11. (a) When the City Bonds shall have been validation and executed as herein provided, they shall be registered as obligations of the City in the office of the Clerk in a record maintained for that purpose, and the Clerk shall cause to be imprinted upon each of the City Bonds, over such official's manual or facsimile signature and manual or facsimile seal, its certificate in substantially the forms set out in Section 12 hereof.

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

signature or such facsimiles shall nevertheless be valid and sufficient for all purposes, the same as if such official had remained in office until delivery or reissuance.

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

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

(i) a copy, certified by the Clerk, of the General Bond Resolution, this Series 2026 Supplemental Bond Resolution and a transcript of proceedings of the Governing Body in connection with the authorization, issuance, sale and validation of the City Bonds;

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

(iii) such other documentation, if any, as may be required by the General Bond Resolution or this Series 2026 Supplemental Bond Resolution.

(e) At delivery, the Transfer Agent shall authenticate the City Bonds and deliver them to the Bank upon payment of the purchase price of the City Bonds to the City in accordance with the City Bond Purchase Agreement.

(f) 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.

(g) The City will provide any successor Agent with certified copies of all resolutions, orders and other proceedings adopted by the Governing Body relating to the City Bond and the Series 2026 Bonds.

(h) 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 2026 Supplemental Bond Resolution.

SECTION 12. The City Bonds shall be in substantially the following forms, with such appropriate variations, omissions and insertions as are permitted or required by this Series 2026 Supplemental Bond Resolution:

[CITY BOND FORM]

THIS CITY BOND HAS BEEN ASSIGNED TO THE PEOPLES BANK, AS TRUSTEE (THE "TRUSTEE") UNDER AN INDENTURE OF TRUST, DATED AS OF _____, 2026, BY AND BETWEEN THE MISSISSIPPI DEVELOPMENT BANK AND THE TRUSTEE. THIS CITY BOND IS REGISTERED IN THE NAME OF THE TRUSTEE AND IS NON-TRANSFERRABLE EXCEPT AS PERMITTED IN THE INDENTURE.

**UNITED STATES OF AMERICA
STATE OF MISSISSIPPI
HINDS COUNTY**

**CITY OF JACKSON, MISSISSIPPI
GENERAL OBLIGATION WATER AND SEWER SYSTEM
REVENUE REFUNDING BOND,
SERIES 2026**

NO. R-1

\$ _____

Rate of Interest	Maturity	Date of Original Issue
Semiannually, as set forth herein	_____, 2038	_____, 2026

**REGISTERED OWNER: The Peoples Bank,
As Assignee of the Mississippi Development Bank**

PRINCIPAL AMOUNT: _____ DOLLARS

The City of Jackson, Mississippi (the "City"), a body politic existing under the Constitution and laws of the State of Mississippi, acknowledges itself to owe and for value received, promises to pay in lawful money of the United States of America to the Registered Owner identified above, upon the presentation and surrender hereof, at the corporate trust office of The Peoples Bank in Biloxi, Mississippi, or its successor, as paying agent (the "Paying Agent") for the General Obligation Water and Sewer System Revenue Refunding Bond, Series 2026 of the City (this "City Bond"), on the maturity date identified above, the principal amount identified above. Payment of the principal amount of this City Bond shall be made to the Registered Owner hereof who shall appear in the registration records of the City maintained by The Peoples Bank, Biloxi, Mississippi, or its successor, as transfer agent for this City Bond (the "Transfer Agent") at the times and periods as provided in the Indenture (as hereinafter defined).

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

Payments of principal of and interest on this City Bond shall be made by check or draft mailed to such Registered Owner at its address as such address appears on such registration records in time to reach the Registered Owner at least five (5) days prior to an Interest Payment Date (as defined in the Indenture).

This City Bond is issued under the authority of the Constitution and statutes of the State of Mississippi, including Sections 21-27-11 through 21-27-73, of the Mississippi Code of 1972, as amended (the "Municipal Utilities Act") and Sections 31-25-1 et seq., of the Mississippi Code of 1972, as amended (the "Bank Act"), Sections 31-15-1 et seq., Mississippi Code of 1972, as amended (the "Refunding/Restructure Act"), Sections 21-33-301 et seq., Mississippi Code of 1972, as amended (the "City Bond Act"), Sections 27-67-31 through 27-67-35, Mississippi Code of 1972, as amended and/or supplemented from time to time (the "Infrastructure Modernization Act"), and Sections 31-27-1 et seq., Mississippi Code of 1972, as amended and supplemented from time to time (the "Refunding Act"), and together with the Refunding/Restructure Act, the Municipal Utilities Act, the City Bond Act, the Infrastructure Modernization Act, the Bank Act, the "Act"), and by the further authority of proceedings duly had by the City Council of the City (the "City Council"), including a General Bond Resolution adopted by the City Council on March 11, 1993, as the same may be amended from time to time, including amendments adopted by the

City Council on March 16, 2004, July 18, 2011, August 7, 2012 and May 14, 2013 (collectively, the "**General Bond Resolution**"), and a Series 2026 Supplemental Bond Resolution adopted by the City Council on _____, 2026 (the "**Series 2026 Supplemental Bond Resolution**").

This City Bond is issued in the aggregate authorized principal amount of Thirty-Three Million Six Hundred Eleven Thousand Dollars (\$33,611,000) for the purpose of (a) financing the Refunding Project, (b) funding the Debt Service Reserve Fund, (c) funding the Capitalized Interest Fund, and (d) paying the costs of issuance of this City Bond and the Bank Bonds (as hereinafter defined), including, but not limited to, any premium for bond insurance and a surety bond for the Bank Bonds.

The City will duly and punctually pay the principal of, premium, if any, and interest on this City Bond at the dates and the places and in the manner mentioned in the Series 2026 Supplemental Bond Resolution, according to the true intent and meaning thereof. Notwithstanding any schedule of payments upon this City Bond, the City agrees to make payments upon this 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 \$33,611,000 Mississippi Development Bank Special Obligation Bonds, Series 2026 (City of Jackson, Mississippi General Obligation Water and Sewer System Revenue Refunding Bond Project) (the "**Bank Bonds**"), outstanding under the Indenture of Trust, by and between the Mississippi Development Bank (the "Bank") and The Peoples Bank, Biloxi, Mississippi, as trustee (the "**Trustee**"), dated as of _____ 1, 2026 (the "**Indenture**") when due whether upon a scheduled interest payment date or at maturity.

Reference is hereby made to the General Bond Resolution and the Series 2026 Supplemental 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 this City Bond is or may be issued and secured. Purchasers of the Bank Bonds are deemed to have consented in writing to the terms and provisions of the General Bond Resolution, including, but not limited to, the amendments adopted by the City Council on _____, 2026.

The principal of, premium, if any, and interest on this City Bond shall be payable from the gross revenues derived from the operation of the combined water and sewer system of the City (the "**System**"), subject to the prior payment of the reasonable and necessary expenses of operating and maintaining the System, including certain amounts treated under the General Bond Resolution as expenses of operating and maintaining the System (the "**Net Revenues**"). This City Bond shall be secured by both a (1) pledge of and lien on the Net Revenues of the System as described in the General Bond Resolution and the Tax Monies as well as be a (2) general obligation of the City payable as to principal of, premium, if any, and interest out of and secured by a special tax to be levied annually by the City, without limitation as to time, rate or amount, upon all of the taxable property within the geographical boundaries of the City adequate and sufficient to provide for the payment of the principal of, premium, if any, and interest on the City Bond as the same becomes due. 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 the 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; 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 for the City Bond or has made provisions for other legally available funds to be applied toward the payment of the principal of and interest on the City Bond due during the ensuing fiscal year of the City, in accordance with the provisions of the this Series 2026 Supplemental Bond Resolution. The avails of said tax are irrevocably pledged by the City under this Series 2026 Supplemental Bond Resolution for the payment of the principal of, premium, if any, and interest on this City Bond as the same shall mature and accrue. Should there be a failure in any year to comply with the requirements, such failure shall not impair the right of the holder of the City Bond in any subsequent year to have adequate taxes levied and collected to meet the obligations of the City Bond, as to principal of, premium, if any, and interest. The principal of, premium, if any, and interest on this City Bond may also be payable from the City's Special Modernization Tax Revenues remitted from the State to the City in January and July of each calendar year (the "**Special Modernization Tax Revenues**") subject to a lien on the Mississippi Development Bank Special Obligation Bonds, Series 2025 (City of Jackson, MS Infrastructure Modernization Revenue Bond Project) dated September 30, 2025 in the principal aggregate amount of \$40,000,000, but the Special Modernization Tax Revenues are not specifically pledged.

This City Bond is being issued on parity with the \$46,720,000 City of Jackson, Mississippi Water and Sewer System Revenue Refunding Bond, Series 2011A; the \$2,565,000 City of Jackson, Mississippi Water and Sewer System Revenue Refunding Bond, Series 2011B; the \$63,045,000 City of Jackson, Mississippi Water and Sewer System Revenue Refunding Bond, Series 2012A; the \$19,180,000 City of Jackson, Mississippi Water and Sewer System Revenue Refunding Bond, Series 2012B and \$89,990,000 City of Jackson, Mississippi Water and Sewer System Revenue Bond, Series 2013 (collectively, the "**Parity Bonds**").

THE GENERAL BOND RESOLUTION PROVIDES THAT UNDER CERTAIN CIRCUMSTANCES, ADDITIONAL BONDS MAY BE ISSUED BY THE CITY ON PARITY WITH THIS CITY BOND AND THE PARITY BONDS AND SECURED BY A PARITY LIEN ON NET REVENUES OF THE SYSTEM AND PAYABLE RATABLY FROM SUCH NET REVENUES ALONG WITH THIS CITY BOND AND THE PARITY BONDS.

The City covenants and agrees that it will perform all duties required by law, by the General Bond Resolution and by the Series 2026 Supplemental Bond Resolution; that it will apply the proceeds of this City Bond to the purposes set forth above; that, as long as this City Bond is outstanding, it will operate and maintain the System; that it will fix and maintain rates and make and collect charges for the services of the System, without regard to the user thereof, sufficient to provide for the operation and maintenance of the System in good repair and working order, to provide for the payment of the principal of and interest on this City Bond as the same shall mature and accrue, and to provide for such other funds and accounts required by the General Bond Resolution, all as set forth in the General Bond Resolution; and that such an amount of the gross revenues of the System remaining after paying the expenses of operating and maintaining the System as will maintain the payment of the principal and interest on this City Bond, as the same shall mature and accrue, is hereby irrevocably pledged to said purpose; provided that such pledge

is on a parity with the Parity Bonds and any additional bonds issued pursuant to the General Bond Resolution.

This City Bond is the only evidence of indebtedness issued and outstanding under the Series 2026 Supplemental Bond Resolution and constitutes a direct loan obligation of the City rather than a security for purposes of federal or state securities laws. This City Bond has been purchased by the Bank and has been assigned to the Trustee under the Indenture. This City Bond is registered in the name of the Trustee and is non-transferrable except with the prior written consent of the City and the Bank, and then only to a single successor qualified institutional buyer or accredited investor.

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

Upon a default in payment under this City Bond, the Trustee may, as provided in the Indenture, the General Bond Resolution and the Series 2026 Supplemental Bond Resolution, declare the principal of and accrued interest on this City Bond to be due and payable immediately.

This City Bond shall only be redeemed under the Series 2026 Supplemental Bond Resolution to the extent and in the manner required to redeem the Bank Bonds pursuant to the provisions of the Indenture.

Modifications or alterations of the Series 2026 Supplemental Bond Resolution may be made only to the extent and under the circumstances permitted by the Indenture, the General Bond Resolution and the Series 2026 Supplemental Bond Resolution.

This City Bond shall not be valid or become obligatory for any purpose or be entitled to any benefit or security under the Series 2026 Supplemental Bond Resolution until the certificate of registration and authentication hereon shall have been signed by the Transfer Agent.

Capitalized terms used herein, but not defined herein, shall have the meanings given to such terms in the Series 2026 Supplemental Bond Resolution, the General Bond Resolution and the Indenture.

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 this City Bond, in order to make the same a legal and binding limited 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.

IN WITNESS WHEREOF, the City has caused this City Bond to be executed in its name by the manual or facsimile signature of the Mayor of the City, countersigned by the manual or

facsimile signature of the City Clerk of the City, under the manual or facsimile seal of the City, which said manual or facsimile signatures and seal said officials adopt as and for their own proper signatures and seal, on this the ___ day of _____, 2026.

(SEAL)

CITY OF JACKSON, MISSISSIPPI

By: _____
Mayor

COUNTERSIGNED:

City Clerk

CERTIFICATE OF REGISTRATION AND AUTHENTICATION

This City Bond is the City Bond described in the within mentioned Series 2026 Supplemental Bond Resolution and is the General Obligation Water and Sewer System Revenue Refunding Bond, Series 2026, of the City of Jackson, Mississippi.

THE PEOPLES BANK, as Transfer Agent

By: _____
Authorized Signatory

Date of Registration and Authentication: _____, 2026

REGISTRATION AND VALIDATION CERTIFICATE

**STATE OF MISSISSIPPI
COUNTY OF HINDS**

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 _____,
2026.

(SEAL)

City Clerk

[END CITY BOND FORM]

SECTION 13. In case the City Bond shall become mutilated or be stolen, destroyed or lost, the City shall, if not then prohibited by law, cause to be authenticated and delivered a new City Bond of like date, number, series, maturity and tenor in exchange and substitution for and upon cancellation of such mutilated City Bond, or in lieu of and in substitution for such City Bond stolen, destroyed or lost, upon the Registered Owner's paying the reasonable expenses and charges of the City in connection therewith, and in case of a City Bond stolen, destroyed or lost, such Registered Owner's filing with the City or Transfer Agent evidence satisfactory to them that such

City Bond was stolen, destroyed or lost, and of its ownership thereof, and furnishing the City and/or the 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 14. Only if the City Bond shall have endorsed thereon the certificate of registration and authentication in substantially the form hereinabove set forth, duly executed by the Transfer Agent, shall the City Bond be entitled to the rights, benefits and security of this Series 2026 Supplemental Bond Resolution. The City Bond shall not be valid or obligatory for any purpose unless and until such certificate of registration and authentication shall have been duly executed by the Transfer Agent, which executed certificate shall be conclusive evidence of registration, authentication and delivery under this Series 2026 Supplemental Bond Resolution. The Transfer Agent's certificate of registration and authentication of the City Bond shall be deemed to have been duly executed if signed by an authorized officer of the Transfer Agent; provided, however, it shall not be necessary that the same officer sign said certificates on every City Bonds that may be issued hereunder.

SECTION 15. Ownership of the City Bond shall be in the Bank or its assignee. The Person in whose name the City Bond shall be registered in the records of the City maintained by the Transfer Agent shall be deemed the absolute owner thereof for all purposes, and payment of or on account of the principal of, premium, if any, or interest on the City Bond shall be made only to or, upon the order of the Registered Owner thereof, or its legal representative, but such registration may be changed as herein provided. All such payments shall be valid and effectual to satisfy and discharge the liability upon the City Bond to the extent of the sum or sums so paid.

SECTION 16. Neither the City Bond nor the Series 2026 Bonds shall be transferable unless such transfer, with respect to the City Bond, is accompanied with the consent of the Lender, and, with respect to both the City Bond and the Series 2026 Bond, to a single successor holder that is a "qualified institutional buyer" as defined in Rule 144A under the Securities Act of 1933, or an "accredited investor" as defined in Rule 501 of Regulation D under the Securities Act of 1933. Upon any permitted transfer of the City Bond, the City, acting through the Transfer Agent, shall issue in the name of the transferee a new City Bond of the same series, aggregate principal amount, maturity and rate of interest as the surrendered City Bond.

SECTION 17. (a) Pursuant to the General Bond Resolution, the City has established the following funds and accounts:

(i) a Water and Sewer System Revenue Fund for the deposit of all revenues of the System;

(ii) a Water and Sewer System Operation and Maintenance Fund to be used for the operation and maintenance of the System;

(iii) a Water and Sewer System Bond Fund (the "**Bond Fund**"), including therein a Water and Sewer System Debt Service Account (the "**Debt Service Account**"), a Water and Sewer System Debt Service Reserve Account (the "**Debt Service Reserve Account**"), and a Water and Sewer System Capitalized Interest Fund (the "**Capitalized Interest Account**"), to be used for the payment of

the principal of and interest on bonds issued pursuant to the General Bond Resolution;

(iv) a Water and Sewer System Contingent Fund to be used for defraying the cost of the operation and maintenance of the System;

(v) a Water and Sewer System Subordinate Bond Fund to be used for the purpose of paying debt service on any Subordinate Indebtedness (as defined in the General Bond Resolution);

(vi) a Water and Sewer System Rate Stabilization Fund to be used in accordance with the terms and provisions of the General Bond Resolution; and

(vii) a Water and Sewer System Surplus Fund to be used in accordance with the terms and provisions of the General Bond Resolution.

(b) As provided in the General Bond Resolution, any bonds issued pursuant to the terms and provisions of the General Bond Resolution, including the City Bonds, shall, to the extent provided in the General Bond Resolution, be entitled to the benefit of the funds and accounts as set out in (a) above.

(c) As long as any principal of, premium, if any, and interest on the City Bonds or the Series 2026 Bonds remain outstanding and/or other obligations of the City remain outstanding hereunder, under the General Bond Resolution or under the Indenture, the Director of Administration is hereby irrevocably authorized and directed to withdraw from the Debt Service Account of the Bond Fund sufficient monies to make the payments necessary (the "City Bond Payments") to pay (i) the principal of, premium, if any, and interest coming due on the Series 2026 Bank Bonds, and (ii) any additional payments necessary and required as obligations of the City hereunder or under the Indenture, including but not limited to Program Expenses (as such term is defined in the Indenture), but not limited to Program Expenses (as such term is defined in the Indenture), and to transfer same to the account of the Trustee in time to reach the Trustee at least five (5) days prior to the date on which said interest, principal or premium, if any, on the Series 2026 Bank Bonds shall become due, or in such time as may be required for any other payments regarding the Series 2026 Bank Bonds shall become due. The Trustee shall deposit all City Bond Payments received in the General Account of the General Fund of the Indenture (as such terms are defined in the Indenture), or such other fund or account as the Trustee is so directed in the Indenture.

(d) Pursuant to the General Bond Resolution, the City is not required to fund the Debt Service Reserve Account for bonds issued by the City to secure bonds issued on behalf of the City by the Bank as long as the bonds issued by the Bank have a separate debt service reserve fund or account satisfying the policies of the Bank. Under the Indenture, the Series 2026 Bank Bonds are secured by a funded debt service reserve account.

(e) On the first day of each month prior to each Interest Payment Date, the City shall provide to the Trustee a Certificate executed by an Authorized Officer, if, and only

if, the City has determined that there are insufficient Net Revenues to make the payments due under this Section and Section 9 of this Series 2026 Supplemental Bond Resolution; however, such certificate is not required if it is determined that there are sufficient Net Revenues to make the payments due under this Section and Section 9 of this Series 2026 Supplemental Bond Resolution.

SECTION 18. A portion of the proceeds received upon the sale of the City Bonds as provided in Sections 6.07 and 7.02 of the Indenture shall be transferred by the Trustee and deposited in the 2026 General Fund to be used as set forth herein and used to pay the costs of the Project.

The balance of the proceeds derived from the sale of the City Bonds following the deposits to be made as outlined above shall be retained by the Bank and deposited with the Trustee under the Indenture to be used for the payment of the costs of issuance and sale of the City Bonds and the costs of issuance and sale of the Series 2026 Bank Bonds, all as provided in the Indenture.

SECTION 19. (a) Payment of principal on the City Bonds shall be made, upon presentation of the City Bonds at the corporate trust office of the Paying Agent, to the Record Date Registered Owner thereof who shall appear in the registration records of the City maintained by the Transfer Agent as of the Record Date.

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

(c) Principal of and interest on the City Bonds shall be paid by the Paying Agent by check or draft mailed to the Registered Owner at the address appearing in the registration records of the Transfer Agent in time to reach the Registered Owner at least five (5) days prior to an Interest Payment Date. 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 20. The City may issue revenue refunding bonds in one or more series, with the consent of the Bank and the Lender, pursuant to the General Bond Resolution and a supplement to this Series 2026 Supplemental Bond Resolution or a separate resolution to provide funds for the refunding of the City Bond so long as (a) no default has occurred and is continuing under the General Bond Resolution, this Series 2026 Supplemental Bond Resolution or the Indenture; and (b) there shall have been filed with the City and the Trustee an opinion of Bond Counsel that the exclusion from gross income for federal income tax purposes of interest on the Series 2026 Bank Bonds then outstanding under the Indenture shall not be adversely affected.

Such refunding 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 2026 Supplemental Bond Resolution or separate resolution authorizing the issuance of such refunding bonds.

It is intended that this Section 14 allow for the provision of refunding bonds commensurate with the ability of the Bank to issue its refunding bonds as provided in the Indenture.

SECTION 21. The City Bonds may be submitted to validation in the Chancery Court of the First Judicial District of Hinds County, Mississippi, in the manner and with the force and effect provided by Sections 31-13-4 *et. seq.*, Mississippi Code of 1972, as amended. The Clerk is hereby directed to prepare a transcript of all legal papers and proceedings relating to the City Bond and to certify and forward the same to the State's Bond Attorney for the institution of validation proceedings.

SECTION 22. The City covenants to comply with each requirement of the Code and the regulations promulgated thereunder necessary to maintain the exclusion of interest on the Series 2026 Bond Bonds from gross income for federal income tax purposes, and in furtherance thereof, to comply with a certificate of the City to be executed and delivered concurrently with the issuance of the City Bond and the Series 2026 Bank Bonds, or such other covenants as may, from time to time, be required to be complied with in order to maintain the exclusion of interest on the Series 2026 Bank Bonds from gross income for federal income tax purposes. The City shall not use or permit the use of any of the proceeds of the City Bond or the Series 2026 Bank Bonds, or any other funds of the City, directly or indirectly, to acquire any securities, obligations or other investment property, and shall not take or permit to be taken any other action or actions, which would cause any Series 2026 Bank Bond to be an "arbitrage bond" as defined in Section 148 of the Code. Notwithstanding any other provisions to the contrary, so long as necessary in order to maintain the exclusion of interest on the Series 2026 Bank Bonds from gross income for federal income tax purposes under the Code, the covenants contained in this Section 16 shall survive the payment of the City Bonds and the Series 2026 Bank Bonds and the interest thereon, including any payment or defeasance thereof.

SECTION 23. In addition to the representations and warranties set forth in related documents, the City represents as follows:

(a) The City shall take no action that would cause the Series 2026 Bank Bonds to be "federally guaranteed" within the meaning of Section 149(b) of the Code;

(b) The City shall take all necessary action to have the Series 2026 Bank Bonds registered within the meaning of Section 149(a) of the Code; and

(c) The City will not employ any device or abusive transaction with respect to the investment of the proceeds of the Series 2026 Bank Bonds and, to the extent provided by the Code, the City Bond.

SECTION 24. The City hereby covenants that in connection with the Series 2026 Bonds that it shall make, or cause to be made to the United States of America, any rebate payment required by Section 148(f) of the Code and the regulations promulgated thereunder and to that end, will

enter into the Arbitrage Rebate Agreement (as defined in the Indenture) with the Bank and the Trustee.

SECTION 25. In connection with the Series 2026 Bonds and the City Bond, the Mayor and/or the Director of Administration are hereby authorized to sign and file or cause to be filed a completed I.R.S. Form 8038-G "Information Return for Tax-Exempt Governmental Bonds" if required by Section 149(e) of the Code.

SECTION 26. In connection with the Series 2026 Bonds and the City Bond, the Mayor and/or the Director of Administration are hereby authorized to execute a non-arbitrage certification in order to comply with Section 148 of the Code and the applicable regulations thereunder.

SECTION 27. (a) The Bank and the City may enter into supplements to this Series 2026 Supplemental Bond Resolution only with the consent of the Lender(s).

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

SECTION 28. The form of the Indenture as submitted to this meeting and made a part of this Resolution as though set forth in full herein shall be, and the same hereby are, approved in substantially said form. The Mayor be, and hereby is, authorized to approve such additional changes as may be requested by the Bank. The City hereby approves and acknowledges the Indenture and the terms and provisions thereof and recognizes that many items governing the terms and conditions of the City Bond are based upon terms, limitations and conditions provided in the Indenture. Said Indenture is attached hereto as **EXHIBIT A**.

SECTION 29. The form of the Private Placement Agreement as submitted to this meeting and made a part of this Resolution as though set forth in full herein shall be, and the same hereby are, approved in substantially said forms. The Mayor and/or the City Clerk is hereby authorized and directed to execute and deliver, as applicable, the Private Placement Agreement with such changes, insertions and omissions as may be approved by such officer, said execution being conclusive evidence of such approval. Said Private Placement Agreement is attached hereto as **EXHIBIT B**. The City hereby approves the placement of the Series 2026 Bonds by Oppenheimer & Co., Inc., ("**Oppenheimer**") and Carty, Harding & Hearn, Inc., ("**Carty & Co.**") (together, the "**Placement Agent**"), together with any additional Placement Agents to be designated and approved by the Executive Director of the Bank, at the request of the City, with execution of the Private Placement Agreement being such conclusive evidence of such approval.

SECTION 30. The form of the Bond Purchase Agreement as submitted to this meeting and made a part of this Resolution as though set forth in full herein shall be, and the same hereby are, approved in substantially said form. The Mayor be, and hereby is, authorized to approve such additional changes as may be requested by the Bank. The City hereby approves and acknowledges the Bond Purchase Agreement and the terms and provisions thereof and recognizes that many items governing the terms and conditions of the Series 2026 Bonds are based upon terms, limitations and conditions provided in the Bond Purchase Agreement. Said Bond Purchase Agreement is attached hereto as **EXHIBIT C**.

SECTION 31. The form of the City Bond Purchase Agreement as submitted to this meeting and made a part of this Resolution as though set forth in full herein shall be, and the same hereby are, approved in substantially said form. The Mayor be, and hereby is, authorized to approve such additional changes as may be requested by the Bank. The City hereby approves and acknowledges the City Bond Purchase Agreement and the terms and provisions thereof and recognizes that many items governing the terms and conditions of the City Bond are based upon terms, limitations and conditions provided in the City Bond Purchase Agreement. Said City Bond Purchase Agreement is attached hereto as **EXHIBIT D**.

SECTION 32. In consultation with Government Consultants, Inc., serving as municipal advisor (the "**Municipal Advisor**"), City also authorizes the sale of the Series 2026 Bonds to a single institutional lender or a limited number of qualified institutional buyers as a direct loan transaction exempt from registration under applicable federal and state securities laws. The Series 2026 Bonds shall be issued in a single denomination equal to the full principal amount and shall not be sold to more than one (1) purchaser. The purchaser must be a "qualified institutional buyer" as defined in Rule 144A under the Securities Act of 1933, or an "accredited investor" as defined in Rule 501 of Regulation D, which purchaser is acquiring the Series 2026 Bonds for its own account and not with a view toward resale or distribution. The Series 2026 Bonds are not being offered or sold as securities to the general public and are structured as a direct loan obligation of the City.

SECTION 33. The form of the Tax Intercept Agreement attached hereto as **EXHIBIT E** as submitted to this meeting and made a part of this Resolution as though set forth in full herein shall be, and the same hereby is, approved in substantially said form. The Mayor and/or the City Clerk are hereby authorized and directed to execute and deliver the Tax Intercept Agreement with such changes, insertions and omissions as may be approved by such officers, said execution being conclusive evidence of such approval.

SECTION 34. Copies of the documents provided for in Sections 27 through 30 of this Series 2026 Supplemental Bond Resolution in the forms submitted to this meeting and approved in substantially said forms by this Series 2026 Supplemental Bond Resolution are on file in the office of the Clerk.

SECTION 35. The City, acting by and through the Governing Body, hereby irrevocably elects and directs that the Refunded Bonds selected for refunding and defeasance in accordance with this Series 2026 Supplemental Bond Resolution shall be defeased and paid on such dates as may be determined by the Mayor and the Placement Agent to be in the best interest of the City and that are in compliance with the terms and provisions of the General Bond Resolution, the Supplemental Bond Resolutions, the 2011 Indenture, the 2012 Indenture and the 2013 Indenture (together with the 2011 Indenture and 2012 Indenture, "the Prior Indentures"). The Director of Administration is hereby authorized and directed to notify the Prior Trustee and/or the Prior Paying Agent, as applicable, of the refunding and defeasance of such Refunded Bonds and, when required, the Prior Trustee and/or the Prior Paying Agent are hereby authorized and directed to provide notice of the redemption of such Refunded Bonds to the holders of such Refunded Bonds pursuant to the terms and provisions of the General Bond Resolution, the Supplemental Bond Resolutions and the Prior Indentures.

SECTION 36. As provided for in the Act, the City and the Bank have entered into and the Trustee has accepted the Tax Intercept Agreement, whereby the City has covenanted, agreed and authorized the Mississippi Department of Revenue or any other State agency, department or commissions to (a) withhold all or any part of any monies which the City is entitled to receive from time to time pursuant to any law and which is in possession of the Mississippi Department of Revenue or any other State agency, department or commission (the "**Tax Monies**"), and (b) pay the same over to the Trustee (as assignee of the Bank) to satisfy any delinquent payment (the "**Delinquent Payment**") under Sections 7 and 16 of this Series 2026 Supplemental Bond Resolution. If on the first day of each month prior to each Interest Payment Date, the Trustee has been notified pursuant to Section 16(e) hereof that there are insufficient Net Revenues of the City to make the deposits required to provide the payments under Sections 7 and 16 of this Series 2026 Supplemental Bond Resolution,, the Bank has authorized and directed the Trustee under the Tax Intercept Agreement to file the Tax Intercept Agreement and a statement of deficiency setting forth the amount of any Delinquent Payment with the Mississippi Department of Revenue or any other State agency, department or commission, thereby directing the Mississippi Department of Revenue or any other State agency, department or commission to pay any Tax Monies directly to the Trustee on behalf of the Bank to satisfy any Delinquent Payment, all, as permitted under the Act. In any event if the City fails to make timely payments under this Series 2026 Supplemental Bond Resolution as provided in Sections 7 and 17 of this Series 2026 Supplemental Bond Resolution, the Trustee is hereby further directed to file the Tax Intercept Agreement with the Mississippi Department of Revenue and take all further action required to recover Tax Monies into the General Account of the General Fund to be applied in accordance with Section 6.05 of the Indenture. In addition to the Tax Intercept Agreement, the City has entered into additional agreements similar to the Tax Intercept Agreement with the Bank and other agencies and department of the State.

SECTION 37. Except as otherwise expressly provided herein, nothing in this Series 2026 Supplemental Bond Resolution, express or implied, is intended or shall be construed to confer upon any person or firm or corporation other than the City, the Bank and the Trustee, any right, remedy or claim, legal or equitable, under and by reason of this Series 2026 Supplemental Bond Resolution or any of the provisions hereof or the Indenture or any provision thereof. This Series 2026 Supplemental Bond Resolution, the Indenture and all of their provisions are intended to be and shall be for the sole and exclusive benefit of the City, the Trustee, the holders of the Series 2026 Bonds and the Bank.

SECTION 38. The Mayor is hereby authorized and directed to sign requisitions and perform such other acts as may be necessary to authorize the payment by the Trustee under the Indenture on the closing date of the Series 2026 Bonds and the City Bond, the costs of issuance for the Series 2026 Bonds and costs of issuance for the City Bond.

SECTION 39. If deemed in the best interest of the City and the marketing of the Series 2026 Bonds by the Mayor, the City's Municipal Advisor and the Placement Agent, the Mayor is hereby authorized to execute and deliver a commitment for the provisions of a municipal bond insurance policy (the "**Policy**") in connection with the sale and issuance of the Series 2026 Bonds and any additional documents and certificates which are required by the provider thereof (the "**Bond Insurer**"), in order to provide credit enhancement in connection with the issuance of the Series 2026 Bonds. Any changes, insertions and omissions as may be required by the Bond Insurer

as conditions to the issuance of the Policy to the Indenture, the City Bond, the City Bond Purchase Agreement, the Bond Purchase Agreement and the Preliminary Offering Memorandum are to be approved by the Mayor, the execution of the commitment for the Policy being conclusive evidence of such approval. The Mayor is hereby authorized and directed to execute and deliver such other documents as may be necessary or appropriate to meet the requirements of the Bond Insurer under the Policy.

SECTION 40. If deemed in the best interest of the City and the marketing of the Series 2026 Bonds by the Mayor, the City's Municipal Advisor and the Placement Agent, the Mayor is also authorized to execute and deliver a commitment for the provisions of a surety bond or similar document in connection with the funding of one or more debt service reserve funds for the Series 2026 Bonds, and any additional documents and certificates which are required by the provider thereof.

SECTION 41. The City, acting by and through the Governing Body, hereby covenants and agrees to comply with and be bound by any and all of the provisions of the Indenture which are for the benefit of the Bond Insurer.

SECTION 42. The Authorized Officers are authorized to execute and deliver such resolutions, agreements, certificates and other documents as are required for the sale, issuance and delivery of the City Bond and the Series 2026 Bonds. The Governing Body further authorized Bond Counsel, City Counsel, Placement Agent, and Placement Agent Counsel, to prepare and distribute all necessary documents and to do all things required in order to negotiate the sale of the Series 2026 Bonds and to effectuate the issuance of the Series 2026 Bonds and the City Bonds.

SECTION 43. Butler Snow LLP and/or Tray Hairston, Esq., is hereby employed as Bond Counsel and the Mayor is authorized to execute the engagement letter.

SECTION 44. Government Consultants, Inc., is hereby employed as Municipal Advisor and the Mayor is authorized to execute its Independent Registered Municipal Advisor Letter or IRMA Letter.

SECTION 45. Oppenheimer & Co., Inc., New York, New York and Carty, Harding & Hearn, Inc., Little Rock, Arkansas are hereby employed as Placement Agent and the Mayor is authorized to execute their G-17 Letters.

SECTION 46. The Mayor and/or the Clerk are further authorized and directed to execute and deliver such additional documents and certificates which are required in connection with this Series 2026 Supplemental Bond Resolution to provide for the sale, issuance and delivery of the City Bonds and the Series 2026 Bonds.

SECTION 47. The Mayor is hereby authorized and directed to make all final determinations necessary in connection with the City Bonds and the Series 2026 Bonds, including, but not limited to, the final principal amount of the City Bonds and the Series 2026 Bonds, the maturity schedule relating to the City Bonds and the Series 2026 Bonds, the redemption terms of the City Bonds and the Series 2026 bonds, the funding of a debt service reserve fund for the Series 2026 Bonds, the interest rate or rates to be borne by the City Bond and the Series 2026 Bonds, the

price to be paid for the City Bond and the Series 2026 Bonds, and any and all other terms thereof, subject to the provisions of the Act and this Series 2026 Supplemental Resolution.

SECTION 48. No "event of default" has occurred or is continuing under the General Bond Resolution; the City has fully complied with the terms and provisions of the General Bond Resolution; and this Series 2026 Supplemental Bond Resolution complies with the requirements of Sections 3.02 and 3.04 of the General Bond Resolution.

SECTION 49. Other than the City Revenue Bonds, no additional bonds are outstanding pursuant to the General Bond Resolution.

SECTION 50. The City is authorized to pursue the issuance of certain debt obligations through any instrumentality, agency, or body corporate and politic established pursuant to applicable law.

SECTION 51. If any one or more of the provisions of this Series 2026 supplemental Bond Resolution shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any of the other provisions of this Series 2026 Supplemental Bond Resolution, but this Series 2026 Supplemental Bond Resolution shall be construed and enforced as if such illegal or invalid provision or provisions had not been contained herein.

SECTION 52. All resolutions and orders or parts thereof in conflict herewith are, to the extent of such conflicts, hereby repealed, and this Series 2026 Supplemental Bond Resolution shall become effective immediately.

[Remainder Shall be Left Intentionally Blank; Voting and Signature Page To Follow]

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

Yeas:

Nays:

Abstained:

Absent:

The President of the Council then declared the resolution passes and adopted this the 5th day of May 2026.

APPROVED BY:

PRESIDENT OF THE CITY COUNCIL

MAYOR

ATTEST:

CITY CLERK

(SEAL)

EXHIBIT A
FORM OF INDENTURE

INDENTURE OF TRUST

BY AND BETWEEN

MISSISSIPPI DEVELOPMENT BANK

AND

**THE PEOPLES BANK,
AS TRUSTEE**

DATED AS OF _____, 2026

RELATING TO THE ISSUANCE OF

**§ _____
MISSISSIPPI DEVELOPMENT BANK
SPECIAL OBLIGATION BONDS, SERIES 2026
(CITY OF JACKSON, MISSISSIPPI GENERAL OBLIGATION WATER AND SEWER
REFUNDING BOND PROJECT)**

TABLE OF CONTENTS

**ARTICLE I
DEFINITIONS AND RULES OF INTERPRETATION**

SECTION 1.01. Definitions..... 4
SECTION 1.02. Rules of Interpretation 17

**ARTICLE II
AUTHORIZATION AND ISSUANCE OF BONDS**

SECTION 2.01. Authorization and Issuance of Series 2026 Bonds..... 19
SECTION 2.02. Purpose and Disposition of Series 2026 Bonds 19
SECTION 2.03. General Description of the Series 2026 Bonds 20
SECTION 2.04. Provisions for Issuance of Series 2026 Bonds 21
SECTION 2.05. Provisions for Issuance of Additional Bonds..... 21
SECTION 2.06. Form of Series 2026 Bonds..... 22
SECTION 2.07. Book-Entry Only System 31
SECTION 2.08. Successor Securities Depository; Transfers Outside Book-Entry Only System 32
SECTION 2.09. Payments and Notices to Cede & Co. 32

**ARTICLE III
GENERAL TERMS AND PROVISIONS OF BONDS**

SECTION 3.01. Medium, Form and Place of Payment..... 33
SECTION 3.02. Legends 33
SECTION 3.03. Execution 33
SECTION 3.04. Authentication..... 33
SECTION 3.05. Mutilated, Lost, Stolen or Destroyed Bonds..... 34
SECTION 3.06. Registration, Transfer and Exchange of Bonds; Persons Treated as Owners 34
SECTION 3.07. Destruction of Bonds 35
SECTION 3.08. Nonpresentment of Bonds..... 35
SECTION 3.09. Other Obligations Payable from Revenues..... 35
SECTION 3.10. Temporary Bonds..... 35
SECTION 3.11. Limitations on Obligations of Bank..... 36
SECTION 3.12. Immunity of Officers and Directors..... 36

**ARTICLE IV
REDEMPTION OF SERIES 2026 BONDS PRIOR TO MATURITY**

SECTION 4.01. Redemption and Redemption Prices and Terms for Series 2026 Bonds 37
SECTION 4.02. Redemption at the Election or Direction of the Bank..... 37
SECTION 4.03. Selection of Series 2026 Bonds to be Redeemed..... 37
SECTION 4.04. Redemption Payments..... 38
SECTION 4.05. Notice of Redemption 38
SECTION 4.06. Cancellation 38

**ARTICLE V
GENERAL COVENANTS**

SECTION 5.01. Payment of Debt Service.....	39
SECTION 5.02. Performance of Covenants.....	39
SECTION 5.03. Instruments of Further Assurance.....	39
SECTION 5.04. Covenants Concerning Program, Etc.....	39
SECTION 5.05. Possession and Inspection of City Bond.....	40
SECTION 5.06. Accounts and Reports	40
SECTION 5.07. Bank Covenants with Respect to the City Bond.....	40
SECTION 5.08. Monitoring Investments.....	40
SECTION 5.09. Covenants Concerning Preservation of Tax Exemption.....	41
SECTION 5.10. Agreement Withholding City Monies to Satisfy Delinquent Payments	41

**ARTICLE VI
REVENUES AND FUNDS**

SECTION 6.01. Source of Payment of Bonds.....	42
SECTION 6.02. Creation of Funds.....	42
SECTION 6.03. Deposit of Net Proceeds of Bonds.....	42
SECTION 6.04. Deposit of Revenues and Other Receipts.....	42
SECTION 6.05. Operation of General Account and Capitalized Interest Account.....	42
SECTION 6.06. Operation of the Redemption Account	43
SECTION 6.07. Operation of the Purchase Account	43
SECTION 6.08. Operation of Debt Service Reserve Fund.....	43
SECTION 6.09. Operation of Bond Issuance Expense Account.....	45
SECTION 6.10. Operation of the Rebate Fund.....	45
SECTION 6.11. Moneys to be Held in Trust.....	46
SECTION 6.12. Amounts Remaining in Funds or Accounts	46
SECTION 6.13. Certain Verifications	46

**ARTICLE VII
PURCHASE OF CITY BOND**

SECTION 7.01. Terms and Conditions of Purchase	48
SECTION 7.02. Purchases.....	48
SECTION 7.03. Retention and Inspection of Documents	49
SECTION 7.04. Report.....	49

**ARTICLE VIII
INVESTMENT OF MONEYS**

SECTION 8.01. General Provisions.....	50
SECTION 8.02. Arbitrage Restrictions; Series 2026 Bonds to Remain Tax Exempt.....	50

**ARTICLE IX
DISCHARGE OF INDENTURE**

SECTION 9.01. Discharge of Indenture..... 51

**ARTICLE X
DEFAULT PROVISIONS AND REMEDIES
OF TRUSTEE AND BONDHOLDERS**

SECTION 10.01. Defaults; Events of Default..... 53
SECTION 10.02. Remedies; Rights of Bondholders..... 53
SECTION 10.03. Rights of Bondholders to Direct Proceedings..... 54
SECTION 10.04. Appointment of Receivers 55
SECTION 10.05. Application of Moneys..... 55
SECTION 10.06. Remedies Vested in the Trustee..... 56
SECTION 10.07. Rights and Remedies of Bondholders..... 56
SECTION 10.08. Termination of Proceedings..... 57
SECTION 10.09. Waivers of Events of Default..... 57
**SECTION 10.10. Notice of Defaults under Section 10.0l(d) or (e); Opportunity of the Bank to
Cure Such Defaults..... 57**

**ARTICLE XI
TRUSTEE**

SECTION 11.01. Acceptance of the Trusts..... 58
SECTION 11.02. Fees, Charges and Expenses of the Trustee 59
SECTION 11.03. Intervention by the Trustee 60
SECTION 11.04. Successor Trustee..... 60
SECTION 11.05. Resignation by the Trustee..... 60
SECTION 11.06. Removal of the Trustee 60
SECTION 11.07. Appointment of Successor Trustee by the Bondholders; Temporary Trustee. 60
SECTION 11.08. Acceptance of Appointment by Successor Trustee..... 61
SECTION 11.09. Indemnification 61
SECTION 11.10. Successor Trustee as Trustee of Funds, Paying Agent and Registrar..... 62

**ARTICLE XII
SUPPLEMENTAL INDENTURES**

SECTION 12.01. Supplemental Indentures not Requiring Consent of Bondholders..... 63
SECTION 12.02. Supplemental Indentures Requiring Consent of Bondholders..... 63

**ARTICLE XIII
RESERVE FUND CREDIT FACILITY**

SECTION 13.01. Provisions Relating to the Reserve Fund Credit Facilities 65
**SECTION 13.02. Claims Upon the Reserve Fund Credit Facility and Payments to the Reserve
Fund Credit Facility Provider..... 65**

**ARTICLE XIV
BOND INSURANCE POLICY**

SECTION 14.01. Provisions Relating to Bond Insurance Policy.....	67
SECTION 14.02. Claims Upon the Bond Insurance Policy and Payments by and to the Bond Insurer.....	68

**ARTICLE XV
MISCELLANEOUS**

SECTION 15.01. Consents, etc., of Bondholders.....	72
SECTION 15.02. Limitation of Rights.....	72
SECTION 15.03. Severability	72
SECTION 15.04. Notices	72
SECTION 15.05. Trustee as Paying Agent and Registrar	72
SECTION 15.06. Payments Due on Saturdays, Sundays and Holidays.....	72
SECTION 15.07. Counterparts.....	73
SECTION 15.08. Receipt of Money or Revenues by Trustee.....	73
SECTION 15.09. Applicable Provisions of Law.....	73

INDENTURE OF TRUST

THIS INDENTURE OF TRUST (this "**Indenture**") is dated as of _____, 2026, 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 Sections 31-25-1 et seq., Mississippi Code of 1972, as amended or supplemented from time to time (the "**Bank Act**") and The Peoples Bank a banking corporation duly organized and validly existing under the laws of the State and duly authorized to accept and execute trusts of the character herein with a corporate trust office in Biloxi, Mississippi, as Trustee (the "**Trustee**").

WITNESSETH:

WHEREAS, the Bank is authorized by the Bank Act, among other things, to assist in the issuance and refunding of indebtedness of Local Governmental Units (as defined herein) in the State; and

WHEREAS, the City of Jackson, Mississippi (the "**City**") is a Local Governmental Unit (as hereinafter defined) under the Bank Act and has duly authorized the issuance of its Securities (as hereinafter defined) designated as the City of Jackson, Mississippi General Obligation Water and Sewer Refunding Bond, Series 2026 in the aggregate principal amount of _____ Dollars (\$ _____) (the "**City Bond**") and

WHEREAS, being in the best interest of the Bank and the State, the Bank is authorized to issue its Special Obligation refunding bonds and use the funds derived from the sale thereof to purchase the City of Jackson, Mississippi General Obligation Water and Sewer Refunding Bond, Series 2026, in the form of one fully registered bond, in the principal amount of _____ Dollars (\$ _____) (the "**City Bond**") to raise money for the purpose of providing funds for (a) the prepayment, refinance and refunding of a portion of the outstanding principal of the City's Water and Sewer System Revenue Refunding Bond, Series 2011A, dated August 18, 2011, issued in the original principal amount of \$46,720,000 (the "**2011A City Bond**") purchased by the Bank and the subsequent current refunding of a portion of the outstanding principal of the Bank's Special Obligation Bonds, Series 2011A (City of Jackson, Mississippi Water and Sewer System Revenue Refunding Bond Project), dated August 18, 2011, issued in the original principal amount of \$46,720,000 (the "**2011A Bank Bonds**"), and the redemption of certain outstanding maturities of the 2011A Bank Bonds, (b) the prepayment, refinance and refunding of a portion of the outstanding principal of the City's Water and Sewer System Revenue Refunding Bond, Series 2012A, dated August 29, 2012, issued in the original principal amount of \$63,045,000 (the "**2012A City Bond**") purchased by the Bank and the subsequent current refunding of a portion of the outstanding principal of the Bank's Special Obligation Bonds, Series 2012A (City of Jackson, Mississippi Water and Sewer System Revenue Refunding Bond Project), dated August 29, 2012, issued in the original principal amount of \$63,045,000 (the "**2012A Bank Bonds**"), and the redemption of certain outstanding maturities of the 2012A Bank Bonds; (c) the prepayment, refinance and refunding of all of or a portion of the outstanding principal of the City's Water and Sewer System Revenue Bond, Series 2013, dated June 27, 2013, issued in the original principal amount of \$89,990,000 (the "**2013 City Bond**") purchased by the Bank and the subsequent current refunding of all of or a portion of the outstanding principal of the Bank's Special Obligation Bonds, Series 2013 (City of Jackson, Mississippi Water and Sewer System Revenue Bond Project), dated June 27, 2013, issued in the original principal amount of \$89,990,000 (the "**2013 Bank Bonds**"), and the redemption of certain outstanding maturities of the 2013 Bank Bonds, (b) funding a debt service

reserve fund for the Bank Bonds, including payment of a debt service reserve, (c) funding the capitalized interest fund to pay interest on the Series 2026 Bonds and the Refunded Bonds from the date of issuance of the Series 2026 Bonds through December 1, 2027 and (d) paying for the costs of issuance of the City Bond and the Series 2026 Bonds, as hereinafter defined, including payment of a municipal bond insurance premium (collectively, (a) through (d), the "**Project**"); and

WHEREAS, the City has requested that the Bank issue the \$ _____ Mississippi Development Bank Special Obligation Bonds, Series 2026 (City of Jackson, Mississippi General Obligation Water and Sewer Refunding Bond Project), to be dated the date of delivery thereof (the "**Series 2026 Bonds**"), and the proceeds of the sale of such Series 2026 Bonds are to be used by the Bank to purchase the City Bond, which City Bond has been issued by the City pursuant to a Bond Resolution of the City dated _____, 2026 (the "**Supplemental Bond Resolution**"), for the purpose of providing funds for the Project; and

WHEREAS, the Bank is authorized under the provisions of the Bank Act and other constitutional and statutory authority to issue the Series 2026 Bonds for such purposes and the Bank has determined that it is most advantageous to the Bank and necessary to it to issue its revenue bonds as hereinafter provided for such purposes; and

WHEREAS, pursuant to the City Bond Resolution, the City will agree to make payments of debt service on the City Bond in an amount sufficient to make timely payments of principal of, premium, if any, and interest on the Series 2026 Bonds and to pay such other amounts as are required by the City Bond Resolution and this Indenture; and

WHEREAS, all things necessary to make the Series 2026 Bonds when authenticated by the Trustee and issued as in this Indenture provided, the valid, binding and legal obligations of the Bank according to the import thereof, and to constitute this Indenture a valid assignment and pledge of the payments under the City Bond Resolution for payment of the principal of, premium, if any, and interest on the Series 2026 Bonds, and to constitute this Indenture a valid assignment of the rights of the Bank under the City Bond Resolution except as otherwise stated herein, have been done and performed, and the creation, execution and delivery of this Indenture, and the issuance of the Series 2026 Bonds, subject to the terms hereof, have in all respects been duly authorized.

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

NOW, THEREFORE, THIS INDENTURE OF TRUST WITNESSETH:

GRANTING CLAUSES

The Bank, in consideration of the premises and the acceptance by the Trustee of the trusts hereby created and of the purchase and acceptance of the Bonds (as hereinafter defined) by the owners thereof, and for other good and valuable consideration, the receipt of which is hereby acknowledged, in order to secure the payment of the principal of, Redemption Price (as hereinafter defined), and interest on the Bonds according to their tenor and effect and to secure the performance and observance by the Bank of all covenants expressed or implied herein and in the Bonds, does hereby grant, transfer, bargain, sell, convey, mortgage, assign and pledge, and grant a security interest in the rights, interests, properties, moneys and other assets described in the following Granting Clauses to the Trustee and its successors in trust and assigns forever (collectively, the "Trust Estate"), for the purpose of securing 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, as hereinafter defined) 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 to the Rebate Fund from time to time in accordance with this Indenture).

GRANTING CLAUSE SECOND

The City Bond acquired and held by the Trustee pursuant to this Indenture, all the payments thereunder, all the earnings thereon and all proceeds thereof.

GRANTING CLAUSE THIRD

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

GRANTING CLAUSE FOURTH

Any Tax Monies (as hereafter defined) received by the Trustee under Section 5.10 hereof.

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

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

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

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

ARTICLE I
DEFINITIONS AND RULES OF INTERPRETATION

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

Accounts

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

Act

"Act" means together the Bank Act, the Utilities Act and the Refunding Act.

Additional Bonds

"Additional Bonds" means any bonds issued under the General Bond Resolution and secured by a parity lien on the Net Revenues of the System.

Arbitrage Rebate Agreement

"Arbitrage Rebate Agreement" means the Arbitrage Rebate Agreement among the Bank, the City and the Trustee, dated as of _____, 2026, in connection with the Series 2026 Bonds.

Authorized Officer

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

Bank

"Bank" means the Mississippi Development Bank, a body corporate and politic exercising essential public functions, or any successor thereto with its functions.

Bank Act

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

Bankruptcy Code

"Bankruptcy Code" means 11 U.S.C. Section 100 et seq., as amended or supplemented from time to time.

Beneficial Owner

"Beneficial Owner" means, whenever used with respect to a Bond, the person in whose name such Bond is recorded as the beneficial owner of such Bond by a DTC Participant on the records of such DTC Participant, or such person's subrogee.

Bond Counsel

"Bond Counsel" means an attorney or firm of attorneys approved by the City and the Bank nationally recognized in the area of municipal law and in 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. Butler Snow LLP, Ridgeland, Mississippi, serving as Bond Counsel in connection with the sale and issuance of the Series 2026 Bonds.

Bond Insurance Policy

"Bond Insurance Policy" means the insurance policy issued by the Bond Insurer insuring the scheduled payment when due of the principal of and interest on the Series 2026 Bonds as provided therein.

Bond Insurer

"Bond Insurer" means Assured Guaranty Inc. ("AGI") and its successors.

Bond Issuance Expense Account

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

Bond Register

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

Bondholder

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

Bonds

"Bonds" means the Series 2026 Bonds and any Refunding Bonds issued pursuant to this Indenture.

Business Day

"Business Day" means any day other than (a) a Saturday, (b) a Sunday, (c) any other day on which banking institutions in New York, New York or Jackson, Mississippi, are authorized or required not to be open for the transaction of regular banking business, (d) any day City Hall in Jackson, Mississippi is closed, or (e) any day on which the New York Stock Exchange is closed.

Callable 2011A Bank Bonds

"Callable 2011A Bank Bonds" means the Refunded 2011A Bank Bonds maturing on September 1, 2026 and September 1, 2027.

Callable 2011A City Bond

"Callable 2011A City Bond" shall mean the Refunded 2011A City Bond maturing on September 1, 2026 and September 1, 2027.

Callable 2012A Bank Bonds

"Callable 2012A Bank Bonds" means the Refunded 2012A Bank Bonds maturing on September 1, 2026 and September 1, 2027.

Callable 2012A City Bond

"Callable 2012A City Bond" shall mean the Refunded 2012A City Bond maturing on September 1, 2026 and September 1, 2027.

Callable 2013 Bank Bonds

"Callable 2013 Bank Bonds" means the Refunded 2013 Bank Bonds maturing on December 1, 2026 and December 1, 2027.

Callable 2013 City Bond

"Callable 2013 City Bond" shall mean the Refunded 2013 City Bond maturing on December 1, 2026 and December 1, 2027.

Capitalized Interest Account

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

City

"City" means the City of Jackson, Mississippi, a Local Governmental Unit under the Bank Act.

City Bond

"City Bond" means the City of Jackson, Mississippi General Obligation Water and Sewer Refunding Bond, Series 2026 in the aggregate principal amount of _____ Dollars (\$ _____).

City Bond Interest Payment

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

City Bond Payment

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

City Bond Principal Payment

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

City Bond Purchase Agreement

"City Bond Purchase Agreement" means that certain City Bond Purchase Agreement, dated _____, 2026, by and between the City and the Bank in connection with the issuance and sale of the City Bond.

City Council

"City Council" means the City Council of the City, being the governing body of the City.

City Project

"City Project" shall mean together, providing projects as authorized under the Municipal Utilities Act, including but not limited to (a) fund a loan to the City secured by the City Bond, for the purposes set forth in the Municipal Utilities Act (b) to pay the premium for the Surety Bond and the Policy (c) pay the capitalized interest and (d) pay the costs of issuance of the Series 2026 Bonds.

Clerk

"Clerk" shall mean the Clerk of the City.

Closing Date

"Closing Date" means, in connection with the Series 2026 Bonds, the date on which the Series 2026 Bonds are delivered by the Bank to, and paid for by, the Placement Agent.

Code

"Code" or "Internal Revenue Code" means the Internal Revenue Code of 1986, as amended, and all applicable Treasury Regulations promulgated thereunder.

Costs of Issuance

"Costs of Issuance" means items of expense payable or reimbursable, directly or indirectly, by the Bank and related to the authorization, sale, validation, issuance and/or delivery of the Series 2026 Bonds and the City Bond, which items of expense shall include, but not be limited to, printing costs, costs of reproducing documents, filing and recording fees, initial fees and charges of the Trustee, legal fees and charges, professional consultants' fees, financial advisory fees, costs of credit ratings, fees and charges for execution, transportation and safekeeping of the Series 2026 Bonds, credit enhancements or liquidity facility fees, fees and expenses of the Placement Agent, and other costs, charges and fees in connection with the foregoing.

Counsel

"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, the City and the Trustee.

Debt Service Reserve Fund

"Debt Service Reserve Fund" means the fund by that name created by Section 6.02 hereof initially funded by a Reserve Fund Credit Facility issued by the Bond Insurer.

Debt Service Reserve Requirement

"Debt Service Reserve Requirement" means the lesser of the following: (a) the maximum amount of principal and interest becoming due in the current or any future bond year (meaning, in connection with the Series 2026 Bonds, each one year period beginning on ____ of each year and ending on ____ of the following year, with the first bond year beginning on ____, 2026 and ending on ____, ____) on all Bonds then Outstanding; (b) 125% of the average annual debt service on the Bonds; or (c) 10% of the stated principal amount of the Bonds, which Debt Service Reserve Requirement may be funded with cash or a Reserve Fund Credit Facility. The initial Debt Service Reserve Requirement will be funded with a surety bond.

Default

"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.

DTC

"DTC" means The Depository Trust Company, New York, New York.

DTC Participants

"DTC Participants" shall have the meaning ascribed thereto in Section 2.07 hereof.

DTC's Blanket Letter of Representations

"DTC's Blanket Letter of Representations" means the Blanket Letter of Representations, dated April 1, 2025, between the Bank and DTC.

Event of Default

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

Existing City Bonds

"Existing City Bonds" means the City's \$46,720,000 (original principal amount) Water and Sewer System Revenue Refunding Bond, Series 2011A, the City's \$2,565,000 (original principal amount) Water and Sewer System Revenue Refunding Bond, Series 2011B, the City's \$63,045,000 (original principal amount) Water and Sewer System Revenue Refunding Bond, Series 2012A, the City's \$19,180,000 (original principal amount) Water and Sewer System Revenue Refunding Bond,

Series 2012B and the City's \$89,990,000 (original principal amount) Water and Sewer System Revenue Bond, Series 2013.

Fiscal Year

"Fiscal Year" means, when used with respect to the Bank, the Bank's fiscal year being the twelve (12) month period from July 1 through the following June 30 or such other fiscal year as may be established by the Bank.

Forbearance and Waiver Agreement

"Forbearance and Waiver Agreement" means the Forbearance and Waiver Agreement, dated _____, 2026, by and among the Bank, the City, the Trustee and the Bond Insurer.

Funds

"Funds" means the funds created pursuant to Article VI hereof.

General Account

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

General Bond Resolution

"General Bond Resolution" means that certain resolution adopted by the City Council on March 11, 1993, as the same may be amended and supplemented from time to time, including, but not limited to, that amendment and supplement to the General Bond Resolution adopted by the City Council on March 16, 2004, that amendment and supplement to the General Bond Resolution adopted by the City Council on July 18, 2011, that amendment and supplement to the General Bond Resolution adopted on August 7, 2012, that amendment and supplement to the General Bond Resolution adopted by the City Council on May 14, 2013, and that amendment and supplement to the General Bond Resolution adopted by the City Council on _____, 2026.

General Fund

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

Governing Body

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

Governmental Obligations

"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 State law.

Indenture

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

Insurance and Reimbursement Agreement

"Insurance and Reimbursement Agreement" means the Insurance and Reimbursement Agreement, dated _____, 2026, by and among the Bank, the City, and the Bond Insurer.

Interest Payment Date

"Interest Payment Date" means any date on which interest is payable on the Bonds, and for the Series 2026 Bonds, means each March 1 and September 1, commencing September 1, 2026.

Investment Securities

"Investment Securities" means any of the following to the extent such investments are permitted by State law: (a) obligations of the State, any municipality of the State or the United States of America rated at least "A" by S&P or Moody's; (b) obligations the principal and interest of which are fully guaranteed by the State or the United States of America; (c) obligations of any corporation wholly owned by the United States of America; (d) obligations of any corporation sponsored by the United States of America which are or may become eligible as collateral for advances to member banks as determined by the Board of Governors of the Federal Reserve System; (e) obligations of insurance firms or other corporations whose investments are rated "AA" or better by recognized rating companies; (f) certificates of deposit or time deposits of qualified depositories of the State as approved by the State Depository Commission, secured in such manner, if any, as the Bank shall determine; (g) contracts for the purchase and sale of obligations of the type specified in items (a) through (e) above; (h) repurchase agreements secured by obligations specified in items (a) through (e) above; or (i) money market funds, rated "AAm" or "AAm-G" or better by S&P, the assets of which are required to be invested in obligations specified in items (a) through (f) above.

Local Governmental Unit

"Local Governmental Unit" means (a) any county, municipality, utility district, regional solid waste authority, county cooperative service district or political subdivision of the State, (b) the State or any agency thereof, (c) the institutions of higher learning of the State, (d) any education building corporation established for institutions of higher learning, or (e) any other governmental unit created under state law, such as the City. The City is a Local Governmental Unit under the Bank Act.

Moody's

"Moody's" means Moody's Investors Service, Inc., a Delaware corporation, its successors and assigns, and, if such corporation shall for any reason no longer perform the functions of a securities rating agency, "Moody's" shall be deemed to refer to any other nationally recognized securities rating agency designated by the City (with the approval of the Bank), with written notice to the Trustee.

Municipal Advisor

"Municipal Advisor" shall mean Government Consultants, Inc.

Net Revenues

"Net Revenues" shall mean the excess of Water/Sewer Revenues over total Operating Expenses.

Notice Address

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

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

Trustee: The Peoples Bank
758 Howard Avenue
Biloxi, Mississippi 39530-3820
Attention: Corporate Trust Department

Placement Agent: Carty, Harding & Hearn, Inc.
900 S. Shackleford Rd, Suite 100
Little Rock, Arkansas 72211

Oppenheimer & Co., Inc.
44 Wall Street
New York, New York

Bond Insurer: Assured Guaranty Inc.
1633 Broadway
New York, New York 10019
Attention: _____
Re: Policy No. _____
Telephone: (212) 974-0100

In each case in which notice or other communication refers to an Event of Default, then a copy of such notice or other communication shall also be sent to the attention of the General Counsel of the

Bond Insurer at the above address and shall be marked to indicate "URGENT MATERIAL ENCLOSED."

Operating Expenses

"Operating Expenses" means (a) the reasonable expenses of operating and maintaining the System in good repair and working order as shall be determined in accordance with sound accounting practice, and (b) to the extent applicable, the reserve rentals payable by the City to the Hinds-Rankin Metropolitan Water and Sewer Association, Inc. ("**Hirnet**") as compensation for the City's acquisition of certain water and sewer facilities from Hirnet, which shall be treated as expenses of operating and maintaining the System; provided that "Operating Expenses" shall not include any allowance for depreciation.

Opinion of Bond Counsel

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

Opinion of Counsel

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

Outstanding

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

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

Paying Agent

"Paying Agent" means The Peoples Bank, a banking corporation duly organized and validly existing under the laws of the State, or any successor thereto, acting as the Paying Agent under the Series 2026 Supplemental Bond Resolution.

Placement Agent

"Placement Agent" shall mean together, Oppenheimer & Co., Inc., New York, New York and Carty, Harding & Hearn, Inc. ("Carty & Co."), Little Rock, Arkansas.

Principal Office

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

Principal Payment Date

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

Program

"Program" means the program for purchasing Securities of Local Governmental Units by the Bank pursuant to the Bank Act.

Program Expenses

"Program Expenses" means all of the fees and expenses of the Trustee relating to the Series 2026 Bonds or the City Bond and costs of determining the amount rebatable, if any, to the United States of America under Section 6.10 hereof, all to the extent properly allocable to the Program and approved in writing by the Bank.

Project

"Project" means the purchase of the City Bond to raise monies for providing funds for (i) the Refunding Project, (ii) a Debt Service Reserve Fund for the Series 2026 Bonds, including the payment of the Reserve Policy premium, (iii) paying capitalized interest on the Series 2026 Bonds and (iv) paying costs of issuance for the City Bond and the Series 2026 Bonds, including the premium for the Bond Insurance Policy.

Purchase Account

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

Rebate Fund

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

Record Date

"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

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

Redemption Price

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

Refunded 2011A Bank Bonds

"Refunded 2011A Bank Bonds" shall mean the 2011A Bank Bonds maturing on September 1, 2026 and September 1, 2027.

Refunded 2011A City Bond

"Refunded 2011A City Bond" shall mean the 2011A City Bond maturing on September 1, 2026 and September 1, 2027.

Refunded 2012A Bank Bonds

"Refunded 2012A Bank Bonds" shall mean the 2012A Bank Bonds maturing on September 1, 2026 and September 1, 2027.

Refunded 2012A City Bond

"Refunded 2012A City Bond" shall mean the 2012A City Bond maturing on September 1, 2026 and September 1, 2027.

Refunded 2013 Bank Bonds

"Refunded 2013 Bank Bonds" shall mean the 2013 Bank Bonds maturing on December 1, 2026 and December 1, 2027.

Refunded 2013 City Bond

"Refunded 2013 City Bond" shall mean the 2013 City Bond maturing on December 1, 2026 and December 1, 2027.

Refunding Project

"Refunding Project" shall mean the partial prepayment, refinance and refunding of (a) the Refunded 2011A City Bond and the subsequent current refunding of the Refunded 2011A Bank Bonds and the redemption of the Callable 2011A Bank Bonds; (b) the redemption of the Callable 2012A Bank Bonds the Refunded 2012A City Bond and the subsequent current refunding of the Refunded 2012A Bank Bonds and the redemption of the Callable 2012A Bank Bonds and (c) the Refunded 2013 City Bond and the subsequent current refunding of the Refunded 2013 Bank Bonds and the redemption of the Callable 2013 Bank Bonds.

Refunding/Restructure Act

"Refunding/Restructure Act" shall mean Sections 31-15-21 through 31-15-17, Mississippi Code of 1972, as amended and supplemented from time to time.

Registered Owner

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

Related Documents

"Related Documents" means this Indenture, the General Bond Resolution and the Series 2026 Supplemental Bond Resolution.

Reserve Fund Credit Facility

"Reserve Fund Credit Facility" means an irrevocable and unconditional letter of credit, insurance policy or surety bond, the terms of which have been approved by the City and the Bank, issued by a bank or other financial institution, which is acceptable to the City and the Bank, having a long-term credit rating of "Investment Grade" or better, as determined by S&P at the time of its issuance which credit facility names the Trustee as the beneficiary thereunder; provided, that any such credit facility must (a) be renewable or extendable on an annual basis; (b) have an initial term of not less than three (3) years; (c) provide that the bank or other financial institution providing such credit facility must notify the Trustee and the City, no less than thirty (30) days in advance of the expiration of the credit facility of its intention not to renew or extend such credit facility; (d) permit the Trustee to make a drawing thereunder to fund the Debt Service Reserve Fund no later than five (5) Business Days prior to the earlier of (1) the expiration date of such credit facility and (2) the date the proceeds of such drawing will be needed to fund the Debt Service Reserve Fund.

Reserve Fund Credit Facility Issuer

"Reserve Fund Credit Facility Issuer" means the issuer of the Reserve Fund Credit Facility and initially shall mean the Bond Insurer.

Revenues

"Revenues" means the Funds and Accounts (except for the Rebate Fund) and all income, revenues and profits of the Funds and Accounts (except for the Rebate Fund) referred to in the Granting Clauses hereof including, without limitation, all City Bond Payments, Tax Monies and any additional amounts paid to the Trustee under the Series 2026 Supplemental Bond Resolution or from any other source whatsoever.

S&P

"S&P" means Standard & Poor's Ratings Services, a Standard & Poor's Financial Services LLC business, its successors and assigns, and, if dissolved or liquidated or if it no longer performs the functions of a securities rating agency, "S&P" shall be deemed to refer to any other nationally recognized securities rating agency designated by the City (with the approval of the Bank), with written notice to the Trustee.

Securities

"Securities" means bonds, notes or other evidences of indebtedness issued by a Local Governmental Unit pursuant to the Bank Act including the City Bond.

Series 2026 Bonds

"Series 2026 Bonds" means the \$ _____ Mississippi Development Bank Special Obligation Bonds, Series 2026 (City of Jackson, Mississippi General Obligation Water and Sewer Refunding Bond Project) issued pursuant to Section 2.01 of this Indenture.

Series 2026 Supplemental Bond Resolution

"Series 2026 Supplemental Bond Resolution" means that certain resolution adopted by the City Council on _____, 2026, pursuant to the General Bond Resolution directing the issuance of the City Bond.

State

"State" means the State of Mississippi.

Supplemental Indenture

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

System

"System" shall mean the combined water and sewer system of the City, including any enlargement and extension thereof.

Tax Intercept Agreement

"Tax Intercept Agreement" shall mean the Tax Intercept Agreement, dated as of _____, 2026, by and between the City and the Bank, and accepted by the Trustee, as further described in Section 5.10 hereof.

Tax Monies

"Tax Monies" shall have the meaning given to it in Section 5.10 hereof.

Treasury Regulations

"Treasury Regulations" means all proposed, temporary or permanent federal income tax regulations then in effect and applicable.

Trust Estate

"Trust Estate" means the property, rights, and amounts pledged and assigned to the Trustee as security for the Bonds, pursuant to the First, Second, Third and Fourth Granting Clauses hereof.

Trustee

"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.

2011 City Bonds

"2011 City Bonds" means the City's \$46,720,000 Water and Sewer System Revenue Refunding Bond, Series 2011A and the City's \$2,565,000 Water and Sewer System Revenue Refunding Bond, Series 2011B.

2012 City Bonds

"2012 City Bonds" means the City's \$63,045,000 Water and Sewer System Revenue Refunding Bond, Series 2012A and the City's \$19,180,000 Water and Sewer System Revenue Refunding Bond, Series 2012B.

2013 City Bond

"2013 City Bond" means the City's \$89,990,000 Water and Sewer System Revenue Bond, Series 2013.

2026 Project

"2026 Project" means providing funds to provide financing for (a) the Project, (b) funding the Debt Service Reserve Fund for the Series 2026 Bonds, (c) paying Capitalized Interest and (d) paying the Costs of Issuance for the City Bond and the Series 2026 Bonds.

Utilities Act

"Utilities Act" means Sections 21-27-11 *et seq.*, Mississippi Code of 1972, as amended and supplemented from time to time.

Water Sewer Revenues

"Water Sewer Revenues" means all payments, proceeds, fees, charges, rents and all other income (including investment income) derived by or for the account of the City from its ownership and operation of the System, excluding security deposits and all acreage, front-footage, assessment and similar fees and charges derived by the City in connection with the provision of or payment for capital improvements constituting a part of the System, and gifts, grants, bequests and proceeds of tax levies, all as calculated in accordance with generally accepted accounting principles.

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

(a) The words "herein" and "hereof" and "hereunder" and words of similar import, without reference to any particular section or subdivision, refer to this Indenture as a whole rather than to any particular section or subdivision of this Indenture.

(b) References in this Indenture to any particular article, section or subdivision hereof are to the designated article, section or subdivision of this Indenture as originally executed.

(c) All accounting terms not otherwise defined herein have the meanings assigned to them in accordance with generally accepted accounting principles; and all computations provided for herein shall be made in accordance with generally accepted accounting principles consistently applied and applied on the same basis as in prior years.

(d) The Table of Contents and titles of articles and sections herein are for convenience only and are not a part of this Indenture.

(e) Unless the context hereof clearly requires otherwise, the singular shall include the plural and vice versa, and the masculine shall include the feminine and vice versa.

(f) Articles, sections, subsections and clauses mentioned by number only are those so numbered which are contained in this Indenture.

(g) For purposes of this Indenture, a petition in bankruptcy shall be deemed dismissed only if the petition is dismissed by order of a court of competent jurisdiction and no further appeal rights exist from such order.

(h) Any Opinion of Counsel required hereunder shall be a written opinion of such counsel.

[Remainder of this page intentionally left blank]

**ARTICLE II
AUTHORIZATION AND ISSUANCE OF BONDS**

SECTION 2.01. Authorization and Issuance of Series 2026 Bonds.

(a) In accordance with the Act, the "Mississippi Development Bank Special Obligation Bonds, Series 2026 (City of Jackson, Mississippi General Obligation Water and Sewer Refunding Bond Project)," are hereby authorized to be issued in the aggregate principal amount of _____ Dollars (\$_____).

(b) 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 2026 Bonds issued pursuant to this Indenture. The Series 2026 Bonds shall be payable solely from Revenues. The State shall not be liable on the Series 2026 Bonds and the Series 2026 Bonds shall not be a debt, liability, pledge of the faith or loan of the credit or moral obligation of the State. The Series 2026 Bonds shall contain on the face thereof a statement to the effect that the Bank is obligated to pay the principal of the Series 2026 Bonds, Redemption Price, and the interest thereon only from the Revenues and that the State is not obligated to pay such principal, Redemption Price and interest and that neither the faith and credit nor the taxing power of the State is pledged to the payment of the Bonds. In the Bank Act, the State has pledged to and agreed with the holders of any Bonds that the State will not limit or alter the rights hereby vested in the Bank to fulfill the terms of any agreements made with the said Bondholders or in any way impair the rights and remedies of such holders until such Bonds, together with the interest thereon, with interest on any unpaid installments of interest, and all costs and expenses in connection with any action or proceeding by or on behalf of such holders of such Bonds, are fully met and discharged. All Series 2026 Bonds shall mature on or before September 1, 2038, as set forth herein.

(c) **THE CITY BOND IS BEING ISSUED ON A PARITY WITH THE 2011 CITY BONDS, THE 2012 CITY BONDS AND THE 2013 CITY BOND (COLLECTIVELY, THE "EXISTING CITY BONDS").**

THE GENERAL BOND RESOLUTION PROVIDES THAT UNDER CERTAIN CIRCUMSTANCES, ADDITIONAL BONDS (AS DEFINED THEREIN) MAY BE ISSUED ON A PARITY WITH THE CITY BOND AND THE EXISTING CITY BONDS AND SECURED BY A PARITY LIEN ON THE NET REVENUES OF THE SYSTEM AND PAYABLE RATABLY FROM SUCH NET REVENUES ALONG WITH THE CITY BONDS AND THE EXISTING CITY BONDS.

(d) **THE SERIES 2026 BONDS WILL BE PAID FROM THE SAME SOURCE OF FUNDS AS THE EXISTING CITY BONDS AND ANY ADDITIONAL BONDS.**

SECTION 2.02. Purpose and Disposition of Series 2026 Bonds. The purpose for issuing the Series 2026 Bonds is to provide funds for the purchase of the City Bond, which funds will be used by the City to finance the Project. Upon the delivery of the Series 2026 Bonds and receipt of the net proceeds therefor, the Bank shall deliver to the Trustee proceeds of the Series 2026 Bonds, in the amount of \$_____ (\$_____ par amount of Series 2026 Bonds, less net original issue discount of \$_____, less a Placement Agent Fee of \$_____, less the Bond Insurance Policy and Reserve Policy premiums of \$_____ and \$_____, respectively, which were remitted to the Bond

Insurer by the Placement Agent, for and on behalf of the Bank, on the date of delivery of the Series 2026 Bonds) (i) for deposit into the Bond Issuance Expense Account of the General Fund, the sum of \$ _____ to pay Costs of Issuance for the Series 2026 Bonds and the City Bond; (ii) into the Current Refunding Fund, \$ _____ to pay principle and interest on the Refunded City Bonds on September 1, 2026, (iii) into the Capitalized Interest Account, \$ _____ to pay interest on the Series 2026 Bonds and \$ _____ to pay interest on the unrefunded City Bonds from the date of issuance of the Series 2026 Bonds through December 1, 2027 and (iv) for credit to the Purchase Account, \$ _____ of the net proceeds, which funds will be wired on the date of closing directly by the Placement Agent to the Trustee, which funds will be sufficient to provide for the Refunding Project.

SECTION 2.03. General Description of the Series 2026 Bonds. The Series 2026 Bonds shall be issuable as fully registered bonds in denominations of \$100,000 or any integral multiple thereof. The Series 2026 Bonds shall be numbered from R-1 upward, as applicable.

Each Series 2026 Bond shall carry an original date of _____, 2026, and shall carry the date on which it is authenticated. If a Series 2026 Bond is authenticated on or prior to _____ 1, 2026, it shall bear interest from _____, 2026. Each Series 2026 Bond authenticated after _____ 1, 2026, 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 2026 Bond unless such Series 2026 Bond is authenticated after a Record Date and on or before the next succeeding Interest Payment Date, in which event the Series 2026 Bond will bear interest from such next succeeding Interest Payment Date.

Interest on the Series 2026 Bonds shall be payable on March 1 and September 1 of each year, commencing September 1, 2026, until the Series 2026 Bonds are paid. Interest will be calculated using a three hundred sixty (360) day year based on twelve (12) thirty (30) day months.

The Series 2026 Bonds shall mature on September 1 in the years and in the principal amounts, and shall bear interest at the rates per annum, all as set forth below:

Year	Principal Amount	Interest Rate
2026		
2027		
2028		
2029		
2030		
2031		
2032		
2033		
2034		
2035		
2036		
2037		
2038		

The Series 2026 Bonds maturing on September 1, 2038 are term bonds subject to mandatory sinking fund redemption on September 1 in the years and in the principal amounts as set forth in Section 4.01(b) hereof.

SECTION 2.04. Provisions for Issuance of Series 2026 Bonds. The Series 2026 Bonds shall be executed by Authorized Officers of the Bank, shall be delivered to the Trustee and thereupon shall be authenticated by the Trustee and by it delivered to the Bank, as specified in a written order of the Bank, but only upon the receipt by the Trustee of:

(a) A copy, duly certified by an Authorized Officer, of the resolution or resolutions adopted by the Board of Directors of the Bank authorizing the execution and delivery of this Indenture and all other instruments contemplated thereby and the authorization, issuance, sale and delivery of the Bonds;

(b) A copy, duly certified by the Clerk of the City, of the General Bond Resolution, as amended and supplemented, the Series 2026 Supplemental Bond Resolution and any other resolution(s) of the City authorizing the execution and delivery of all instruments contemplated thereby and approving this Indenture and the authorization, issuance, sale and delivery of the City Bond;

(c) Original executed counterpart of this Indenture;

(d) Signed copies of all opinions of Counsel required by the Placement Agent;

(e) A request and authorization to the Trustee by or on behalf of the Bank and signed by an Authorized Officer to authenticate and deliver the Series 2026 Bonds to the Purchaser and specifying the amounts to be deposited in the accounts pursuant to Section 2.02 hereof;

(f) A certificate of an Authorized Officer that the issuance of the Series 2026 Bonds will not violate any limitations in the Bank Act or any other law of the State as to the amount of bonds that may be outstanding from time to time under the Bank Act;

(g) Signed copies of the legal opinions of Bond Counsel;

(h) Evidence that the Debt Service Reserve Fund has been fully funded;

(i) A certificate of an Authorized Officer that the Bank Act has not been repealed or amended in a manner that would adversely affect the rights of owners of the Series 2026 Bonds;

(j) Original executed counterpart of the Tax Intercept Agreement; and

(k) Such further documents, moneys and securities as are required by the provisions of Article VII hereof.

SECTION 2.05. Provisions for Issuance of Additional Bonds.

(a) All or any part of one or more series of Additional Bonds may be issued hereunder, authenticated and delivered upon original issuance to refund all or any part of the Outstanding Bonds. Additional Bonds shall be issued in a principal amount sufficient, together with other monies available therefor, to accomplish such refunding and to make such deposits required by the provisions of the Act, this Section and by the Supplemental Indenture authorizing said Additional Bonds.

(b) Additional Bonds may be authenticated and delivered only upon receipt by the Trustee (in addition to the receipt by the Trustee of the documents required by Section 2.04 hereof) of:

(i) Irrevocable instructions to the Trustee, satisfactory to it, to give due notice of redemption of all the Series 2026 Bonds to be refunded on the redemption date specified in such instructions;

(ii) Irrevocable instructions to the Trustee, satisfactory to it, to give due notice provided for in Section 4.05 hereof to the owners of the Series 2026 Bonds being refunded (which may be a conditional notice of redemption); and

(iii) Either (A) monies in an amount sufficient to effect timely payment at the applicable Redemption Price or principal payment amount of the Series 2026 Bonds to be refunded or paid, respectively, together with accrued interest on such Series 2026 Bonds to the redemption or maturity date and all necessary and appropriate fees and expenses of the Trustee, which monies shall be held by the Trustee or an escrow agent approved by the Bank in a separate account irrevocably in trust for and assigned to the respective owners of the Series 2026 Bonds to be refunded or paid, or (B) Governmental Obligations in such principal amounts, of such maturities, bearing such interest, and otherwise having such terms and qualifications, as shall be necessary to comply with the provisions of Article IX which Governmental Obligations shall be held in trust and used only as provided in said Article.

SECTION 2.06. Form of Series 2026 Bonds. The Series 2026 Bonds and the Trustee's certificate of authentication to be endorsed on the Series 2026 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 or any Supplemental Indenture, as applicable:

[FORM OF SERIES 2026 BOND]

UNLESS THIS BOND IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY TRUST COMPANY, A NEW YORK CORPORATION ("DTC"), TO THE TRUSTEE (AS DEFINED BELOW) OR ITS AGENT FOR REGISTRATION OF TRANSFER, EXCHANGE, OR PAYMENT, AND ANY CERTIFICATE ISSUED IS REGISTERED IN THE NAME OF CEDE & CO. OR IN SUCH OTHER NAME AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC (AND ANY PAYMENT IS MADE TO CEDE & CO. OR TO SUCH OTHER ENTITY AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL IN AS MUCH AS THE REGISTERED OWNER HEREOF, CEDE & CO., HAS AN INTEREST HEREIN.

UNITED STATES OF AMERICA
STATE OF MISSISSIPPI

\$ _____
MISSISSIPPI DEVELOPMENT BANK
SPECIAL OBLIGATION BONDS, SERIES 2026
(CITY OF JACKSON, MISSISSIPPI GENERAL OBLIGATION WATER AND SEWER
REFUNDING BOND PROJECT)

No. R- _____ \$ _____
Dated Date Maturity Date Interest Rate CUSIP Number
_____, 2026 _____, _____ %

Registered Owner: **CEDE & CO.**

Principal Amount:

The Mississippi Development Bank, a body corporate and politic, exercising essential public functions (the "**Bank**"), and organized under the laws of the State of Mississippi (the "**State**"), for value received, hereby promises to pay to the Registered Owner specified above, or its 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, 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 Bond (unless this Bond is authenticated on or before _____, 2026, then from _____, 2026, or unless this Bond is authenticated after _____, 2026, and on or before the next succeeding interest payment date, then from such interest payment date or unless payment of the interest on this 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 March 1 and September 1 (each an Interest Payment Date), commencing September 1, 2026, until payment of such principal amount shall have been made at maturity. The

principal of this Bond is payable at the corporate trust office of The Peoples Bank in Biloxi, Mississippi (the "Principal Office"), or at a corporate trust office of any successor trustee appointed under the Indenture hereinafter mentioned; and payments of interest hereon will be made to the Registered Owner hereof (whose name appears on the registration records- kept by the Trustee at the close of business on the fifteenth (15th) day of the month prior to such Interest Payment Date) by check mailed on the Interest Payment Date by the Trustee to such Registered Owner at its address as it appears on the registration records of the Bank (the "Bond Register") kept by the Trustee or at such other address as is furnished to the Trustee in writing by such Registered Owner or at the written election of the Registered Owner of \$100,000 or more in aggregate principal amount of Bonds delivered to the Trustee at least one Business Day (as defined in the Indenture) prior to the Record Date (as defined in the Indenture) for which such election will be effective, by wire transfer to that Registered Owner or by deposit into the account of such Registered Owner if such account is maintained by the Trustee.

This Bond and the other Bonds (as hereinafter defined), and the interest payable hereon and thereon, are payable by the Bank solely from the Revenues (as hereinafter defined) and other funds of the Bank pledged therefor under the Indenture, which Revenues and funds include the payments on the City Bond (as hereinafter defined) purchased by the Bank with the proceeds of the Bonds. The Bank has no taxing power. This Bond and the other Bonds, as to principal, premium, if any, and interest, constitute neither a debt, liability or loan of the credit of the 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, including the City (as hereinafter defined). The issuance of the 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 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 or a pledge of the full faith and credit of the State or any political subdivision thereof, including 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, premium, if any, or interest on the 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 Bank Act (as hereinafter defined), the State has pledged and agreed with the holders of the Bonds that the State will not limit or alter the rights hereby vested in the Bank to fulfill the terms of any agreements made with the said bondholders or in any way impair the rights and remedies of such holders until such Bonds, together with the interest thereon, with interest on any unpaid installments of interest, and all costs and expenses in connection with any action or proceeding by or on behalf of such holders of Bonds, are fully met and discharged.

This Bond is one of an authorized issue of bonds of the Bank known as Mississippi Development Bank Special Obligation Bonds, Series 2026 (City of Jackson, Mississippi General Obligation Water and Sewer Refunding Bond Project) (the "**Bonds**") issued under and secured by an Indenture of Trust, dated as of _____, 2026 ("**Indenture**"), duly executed and delivered by the Bank to The Peoples Bank, as trustee ("**Trustee**"). The Bonds are limited in aggregate principal amount to _____ Dollars (\$ _____). The Bonds are issued pursuant to Sections 31-25-1 et seq., Mississippi Code of 1972, (the "**Bank Act**") as amended and supplemented from time to

time, and Sections 21-27-11 through 21-27-73, Mississippi Code of 1972 (the "**Municipal Utilities Act**"), as amended and supplemented from time to time and Section 31-27-1 *et seq.*, and 31-15-1 *et seq.*, Mississippi Code of 1972, as amended from time to time (the "**Refunding Acts**") together with the Bank Act and Municipal Utilities Act, the "**Act**"), to provide funds to purchase the City Bond, to pay a premium for a bond insurance policy and a surety bond, to pay capitalized interest and to pay the costs of issuing the Bonds and the City Bond. The City is the City of Jackson, Mississippi (the "**City**"), and the City Bond is the City of Jackson, Mississippi Water and Sewer System Revenue Refunding Bond, Series 2026, issued in the aggregate principal amount of \$ _____ (the "**City Bond**"). The City Bond will be payable solely from the gross revenues derived from the operation of the combined water and sewer system of the City (the "**System**"), subject to the prior payment of the reasonable and necessary expenses of operating and maintaining the System (the "**Net Revenues**"), as more particularly described in that certain resolution of the City adopted by the City Council of the City on March 11, 1993, as amended and supplemented (the "**General Bond Resolution**"), and that certain resolution of the City adopted by the City Council of the City on _____, 2026 (the "**2026 Supplemental Bond Resolution**"). The proceeds received by the City from the sale of the City Bond to the Bank will be used by the City together with any Transferred Proceeds (if any), to provide funds to raise money for the purpose of providing funds for (a) the prepayment, refinance and refunding of all of or a portion of the outstanding principal of the City's Water and Sewer System Revenue Refunding Bond, Series 2011A, dated August 18, 2011, issued in the original principal amount of \$46,720,000 (the "**2011A City Bond**") purchased by the Bank and the subsequent current refunding of all of or a portion of the outstanding principal of the Bank's Special Obligation Bonds, Series 2011A (City of Jackson, Mississippi Water and Sewer System Revenue Refunding Bond Project), dated August 18, 2011, issued in the original principal amount of \$46,720,000 (the "**2011A Bank Bonds**"), and the redemption of certain outstanding maturities of the 2011A Bank Bonds, (b) the prepayment, refinance and refunding of all of or a portion of the outstanding principal of the City's Water and Sewer System Revenue Bond, Series 2012A, dated August 29, 2012, issued in the original principal amount of \$63,045,000 (the "**2012A City Bond**") purchased by the Bank and the subsequent current refunding of all of or a portion of the outstanding principal of the Bank's Special Obligation Bonds, Series 2012A (City of Jackson, Mississippi Water and Sewer System Revenue Refunding Bond Project), dated August 29, 2012, issued in the original principal amount of \$63,045,000 (the "**2012A Bank Bonds**"), and the redemption of certain outstanding maturities of the 2012A Bank Bonds, (c) the prepayment, refinance and refunding of all of or a portion of the outstanding principal of the City's Water and Sewer System Revenue Bond, Series 2013, dated June 27, 2013, issued in the original principal amount of \$89,990,000 (the "**2013 City Bond**") purchased by the Bank and the subsequent current refunding of all of or a portion of the outstanding principal of the Bank's Special Obligation Bonds, Series 2013 (City of Jackson, Mississippi Water and Sewer System Revenue Bond Project), dated June 27, 2013, issued in the original principal amount of \$89,990,000 (the "**2013 Bank Bonds**"), and the redemption of certain outstanding maturities of the 2013 Bank Bonds, (d) funding a debt service reserve fund for the Series 2026 Bonds, including payment of the Reserve Policy premium, (e) funding a capitalized interest fund and (f) paying for the costs of issuance of the City Bond and the Series 2026 Bonds, including payment of the Bond Insurance Policy premium (collectively, (a) through (f), the "Project").

The 2026 Supplemental Bond Resolution, a certified copy of which is on file in the Principal Office of the Trustee, provides that the City is obligated to make payments secured by the full, faith, credit and resources of the City, along with a pledge of the Net Revenues of the System in an aggregate amount sufficient, with any other funds available therefor, for the payment in full of the principal of, premium, if any, and interest on all Bonds issued and outstanding under the Indenture, to the date of

payment thereof, and certain costs, expenses and charges of the Bank and the Trustee. The City Bond is secured by a parity lien on Net Revenues of the System.

The Bonds are all equally and ratably secured by and entitled to the protection of the Indenture on a parity one with another, and with any Additional Bonds which may be issued pursuant to Section 2.05 of the Indenture (collectively, the "**Bonds**"). To secure payment of the principal of and interest on all Bonds and performance of all other covenants of the Bank under the Indenture, the Bank, pursuant to the Indenture, has assigned and pledged to the Trustee, and has granted to the Trustee a security interest in, the Trust Estate (as defined in the Indenture), including all right, title and interest of the Bank in and to all moneys and securities from time to time received and held by the Trustee under the Indenture, including Tax Monies (as defined in the Indenture) and all income from the deposit, investment and reinvestment thereof except any moneys and securities held in the Rebate Fund established under the Indenture (all such money and funds and accounts referred to in the granting clauses of the Indenture are defined in the Indenture and are herein referred to as the "Revenues"). Reference is hereby made to the Indenture for a description of the rights, duties and obligations of the Bank, the Trustee and the owners of the Bonds, the terms and conditions upon which the Bonds are issued and the terms and conditions upon which the Bonds will be paid at or prior to maturity or will be deemed to be paid upon the making of provision for payment therefor. A copy of the Indenture is on file in the Principal Office of the Trustee.

THE 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, THE CITY OR OF ANY OTHER POLITICAL SUBDIVISION THEREOF IS PLEDGED TO THE PAYMENT OF THE PRINCIPAL OF, PREMIUM, IF ANY, OR THE INTEREST ON THE BONDS. THE 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, PAYMENTS MADE BY THE CITY PURSUANT TO THE 2026 SUPPLEMENTAL BOND RESOLUTION AND THE CITY BOND AND FROM ANY MONEYS RECEIVED BY THE TRUSTEE UNDER THE INDENTURE. THE BANK HAS NO TAXING POWER.

THE CITY BOND IS BEING ISSUED ON A PARITY WITH THE CITY'S \$46,720,000 (ORIGINAL PRINCIPAL AMOUNT) CITY OF JACKSON, MISSISSIPPI WATER AND SEWER SYSTEM REVENUE REFUNDING BOND, SERIES 2011A, THE CITY'S \$2,565,000 (ORIGINAL PRINCIPAL AMOUNT) CITY OF JACKSON, MISSISSIPPI WATER AND SEWER SYSTEM REVENUE REFUNDING BOND, SERIES 2011B, THE CITY'S \$63,045,000 (ORIGINAL PRINCIPAL AMOUNT) WATER AND SEWER SYSTEM REVENUE REFUNDING BOND, SERIES 2012A, THE CITY'S \$19,180,000 (ORIGINAL PRINCIPAL AMOUNT) WATER AND SEWER SYSTEM REVENUE REFUNDING BOND, SERIES 2012B AND THE CITY'S \$89,990,000 (ORIGINAL PRINCIPAL AMOUNT) CITY OF JACKSON, MISSISSIPPI WATER AND SEWER SYSTEM REVENUE BOND, SERIES 2013 (COLLECTIVELY, THE "EXISTING CITY BONDS").

THE GENERAL BOND RESOLUTION OF THE CITY (AS DESCRIBED IN THE INDENTURE) PROVIDES THAT UNDER CERTAIN CIRCUMSTANCES, ADDITIONAL BONDS (AS DEFINED THEREIN) MAY BE ISSUED ON A PARITY WITH THE CITY BOND AND THE EXISTING CITY BONDS AND SECURED BY A PARITY LIEN ON THE NET REVENUES OF THE SYSTEM AND PAYABLE RATABLY FROM SUCH NET REVENUES ALONG WITH THE CITY BOND AND THE EXISTING CITY BONDS.

THIS BOND WILL BE PAID FROM THE SAME SOURCE OF FUNDS AS THE EXISTING CITY BONDS AND ANY ADDITIONAL BONDS.

This Bond is transferable by the Registered Owner hereof in person or by his attorney, duly authorized in writing, at the Principal 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 Bond. This 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 Bond or 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 Bonds are issuable as fully registered bonds in denominations of \$100,000 and any integral multiple thereof. Subject to the limitations and upon payment of any taxes or governmental charges, Bonds may be exchanged for like aggregate principal amounts of Bonds of the same maturities and authorized denominations.

The Bonds are not subject to optional redemption.

The Bonds maturing on September 1, 2038 are term bonds subject to mandatory sinking fund redemption prior to their scheduled maturity on December 1 of the years listed below at a redemption price of 100% of the principal amount redeemed plus accrued interest to the redemption date from amounts on deposit in the General Account of the General Fund (as such terms are defined in the Indenture) in accordance with the following schedule:

Maturity	Principal Amount	Interest Rate
2026		
2027		
2028		
2029		
2030		
2031		
2032		
2033		
2034		
2035		
2036		

2037
2038

In the event less than all of the Bonds are to be redeemed, the principal amount and maturity to be redeemed shall be selected by the Bank, and the Trustee, in its sole discretion, shall select the Bonds to be redeemed by lot within a selected maturity, provided that Bonds shall be redeemed only in whole multiples of \$100,000.

In the event any of the Bonds are called for 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 forty-five (45) days prior to the date fixed for redemption to the Registered Owners 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. All Bonds so called for redemption will cease to bear interest on the specified redemption date, shall no longer be secured under the Indenture and shall not be deemed to be outstanding under the provisions of the Indenture; provided funds for their redemption are on deposit at the place of payment prior to the redemption date.

The Registered Owner of this 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 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, to have happened and to be performed prior to the issuance of this 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 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 and interest on the Bonds, as the same become due, are designed to be sufficient in amount for that purpose.

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

IN WITNESS WHEREOF, the Mississippi Development Bank has caused this 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 or Assistant Secretary.

(SEAL)

MISSISSIPPI DEVELOPMENT BANK

By _____
Executive Director

ATTEST:

By _____
Secretary

CERTIFICATE OF AUTHENTICATION

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

THE PEOPLES BANK, as Trustee

By _____
Authorized Signatory

Date of Authentication: _____, 2026

VALIDATION CERTIFICATE

STATE OF MISSISSIPPI

COUNTY OF HINDS

The undersigned Secretary of the Mississippi Development Bank does hereby certify that the within 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 ____, 2026.

(SEAL)

Secretary

ASSIGNMENT

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

Dated: _____

Signature Guaranteed:

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

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

By _____
Authorized Officer

STATEMENT OF INSURANCE

Assured Guaranty Inc. ("**AGI**"), New York, New York, has delivered its municipal bond insurance policy (the "**Policy**") with respect to the scheduled payments due of principal of and interest on this Bond to The Peoples Bank, Biloxi, Mississippi, or its successor, as paying agent for the Bonds (the "**Paying Agent**"). Said Policy is on file and available for inspection at the principal office of the Paying Agent and a copy thereof may be obtained from AGI or the Paying Agent. All payments required to be made under the Policy shall be made in accordance with the provisions thereof. The owner of this Bond acknowledges and consents to the subrogation rights of AGI as more fully set forth in the Policy.

[END OF SERIES 2026 BOND FORM]

SECTION 2.07. Book-Entry Only System. The Series 2026 Bonds shall be initially issued in the form of a separate single fully registered Series 2026 Bond for each of the maturities thereof. Upon initial issuance, the ownership of each such Series 2026 Bond shall be registered in the Bond Register in the name of Cede & Co., as nominee of DTC, and except as provided in Section 2.08 hereof, all of the Outstanding Series 2026 Bonds shall be registered in the Bond Register in the name of Cede & Co., as nominee of DTC.

With respect to Series 2026 Bonds registered in the Bond Register in the name of Cede & Co., as nominee of DTC, the Bank and the Trustee shall have no responsibility or obligation to any participant for whom DTC is a security depository nominee ("**DTC Participants**") or to any person on behalf of whom such a DTC Participant holds an interest in the Series 2026 Bonds. Without limiting the immediately preceding sentence, the Bank and the Trustee shall have no responsibility or obligation with respect to (a) the accuracy of the records of DTC, Cede & Co. or any DTC Participant with respect to any ownership interest in the Series 2026 Bonds, (b) the delivery to any DTC Participant or any other person, other than a Bondholder, as shown in the Bond Register, of any notice with respect to the Series 2026 Bonds, or (c) the payment to any DTC Participant or any other person, other than a Bondholder, as shown in the Bond Register, of any amount with respect to principal of, Redemption Price, or interest on, the Series 2026 Bonds. Notwithstanding any other provision of this Indenture to the contrary, the Bank, the Trustee and each paying agent, if any, shall be entitled to treat and consider the person in whose name each Series 2026 Bond is registered in the Bond Register as the absolute owner of such Series 2026 Bond for the purpose of payment of principal, premium, if any, and interest with respect to such Series 2026 Bond, for the purpose of giving notices with respect to such Series 2026 Bond, for the purpose of registering transfers with respect to such Series 2026 Bond, and for all other purposes whatsoever. The Trustee and each paying agent, if any, shall pay all principal of, premium, if any, and interest on the Series 2026 Bonds only to or upon the order of the respective Bondholders, as shown in the Bond Register as provided in this Indenture, or their respective attorneys, duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the Bank's obligations with respect to payment of principal of, premium, if any, and interest on the Series 2026 Bonds to the extent of the sum or sums so paid. No person other than a Bondholder, as shown in the Bond Register, shall receive a Series 2026 Bond certificate evidencing the obligation of the Bank to make payments of principal, premium, if any, and interest pursuant to this Indenture. Upon delivery by DTC to the Trustee of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., and subject to the provisions in this Indenture with respect to interest checks or drafts being mailed to the Registered Owner at the close of business on the Record Date, the words "Cede & Co." in this Indenture shall refer to such new nominees of DTC; and upon receipt of such a notice the Trustee shall promptly deliver a copy of the same to each paying agent, if any.

SECTION 2.08. Successor Securities Depository; Transfers Outside Book-Entry Only System. In the event that the Bank determines that DTC is incapable of discharging its responsibilities described herein and in DTC's Blanket Letter of Representations or that it is in the best interest of the Beneficial Owners of the Series 2026 Bonds that they be able to obtain certificated Series 2026 Bonds, the Bank shall (a) appoint a successor securities depository, qualified to act as such under Section 17(a) of the Securities and Exchange Act of 1934, as amended, notify DTC and DTC Participants of the appointment of such successor securities depository and transfer one or more separate Series 2026 Bond certificates to such successor securities depository or (b) notify DTC and DTC Participants of the availability through DTC of Series 2026 Bond certificates and transfer one or more separate Series 2026 Bond certificates to DTC Participants having Series 2026 Bonds credited to their DTC accounts. In such event, the Series 2026 Bonds shall no longer be restricted to being registered in the Bond Register in the name of Cede & Co., as nominee of DTC, but may be registered in the name of the successor securities depository, or its nominee, or in whatever name or names Bondholders transferring or exchanging Series 2026 Bonds shall designate, in accordance with the provisions of this Indenture.

SECTION 2.09. Payments and Notices to Cede & Co. Notwithstanding any other provision of this Indenture to the contrary, so long as any of the Series 2026 Bonds are registered in the name of Cede & Co., as nominee of DTC, all payments with respect to the principal of, premium, if any, and interest on such Series 2026 Bonds and all notices with respect to such Series 2026 Bonds shall be made and given, respectively, in the manner provided in DTC's Blanket Letter of Representations. The Trustee shall request in each notice sent to Cede & Co. pursuant to the terms of this Indenture that Cede & Co. forward or cause to be forwarded such notice to the DTC Participants in accordance with its rules and regulations.

**ARTICLE III
GENERAL TERMS AND PROVISIONS OF BONDS**

SECTION 3.01. Medium, Form and Place of Payment. The Bonds shall be payable, with respect to interest and principal, 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 wire transfer or other form of electronic payment in accordance with written instructions provided by the Registered Owner or, with Registered Owner's written consent, by such other commercially reasonable method of payment to the Registered Owner as of the Record Date. Prior to the Maturity Date or the earlier payment in full of the Bonds, payments of principal of and interest on the Bonds will be payable without presentation and surrender thereof.

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

SECTION 3.03. Execution. The Bonds shall be executed on behalf of the Bank with the manual or facsimile signature of its Executive Director, 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 Secretary or Assistant Secretary of the Bank. In case any officer of the Bank whose signature or whose facsimile signature shall appear on the Bonds shall cease to be such officer before the delivery of such Bonds, such signature or facsimile signature shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office until delivery. Any Bond may be executed and attested on behalf of the Bank by such officer who at the time of the execution of such Bonds shall be duly authorized or who at the time of the execution of such Bonds held the proper office of the Bank even if 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 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 Bond is one of the Bonds issued and delivered pursuant to the provisions of the within mentioned Indenture.

The Peoples Bank, as Trustee

By: _____
Authorized Signatory

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

SECTION 3.05. Mutilated, Lost, Stolen or Destroyed Bonds. If any Bond is mutilated, lost, stolen or destroyed, the Bank shall execute and the Trustee shall authenticate a new Bond or Bonds of the same maturity and denomination, as that mutilated, lost, stolen or destroyed; provided that in the case of any mutilated Bond, it shall first be surrendered to the Trustee, and in the case of any lost, stolen or destroyed Bond, there shall be first furnished to the Trustee evidence of such loss, theft or destruction satisfactory to the Trustee, together with security and/or indemnity satisfactory to the Trustee. In the event any such Bond shall have matured, instead of issuing and authenticating a duplicate Bond, the Trustee may pay the same without surrender thereof; provided, however, that in the case of a lost, stolen or destroyed Bond, there shall be first furnished to the Trustee evidence of such loss, theft or destruction satisfactory to the Trustee together with security and/or indemnity satisfactory to the Trustee. The Trustee may charge the owner of such Bond its reasonable fees and expenses in connection with replacing any Bonds 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 the Bond Register to be kept by the Trustee at its Principal Office, and the Trustee is hereby constituted and appointed the bond registrar of the Bank for the Bonds. At reasonable times and under reasonable regulations established by the Trustee, the Bond Register may be inspected and prepared by the Bank or by Beneficial Owners (or a designated representative thereof) of five percent (5%) or more in aggregate principal amount of the Bonds then Outstanding.

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

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

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

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

SECTION 3.08. Non-presentment of Bonds. In the event any Bond shall not be presented for payment when the principal thereof comes due, either at maturity, or otherwise, if funds sufficient to pay such Bond shall have been made available to the Trustee for the benefit of the owner thereof, all liability of the Bank to the 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 owner of such Bond, without liability for interest thereon to such owner, who shall thereafter be restricted exclusively to such funds, for any claim of whatever nature on his part under this Indenture or on, or with respect to, said Bond.

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

SECTION 3.09. Other Obligations Payable from Revenues. The Bank shall grant no liens or encumbrances on or security interests in the Trust Estate (other than those created by this Indenture), and, except for the Bonds, shall issue no bonds or other evidences of indebtedness payable from the Trust Estate; provided, however, that City Bond Payments constitute parity obligations as to the obligation of the City in connection with the Existing City Bonds and any Additional Bonds secured by a parity lien on the Net Revenues of the System as payable ratably from such Net Revenues along with the Existing City Bonds and any Additional Bonds.

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, 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 \$100,000 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, 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 and a counterpart of a certificate of destruction evidencing such destruction shall be furnished by the Trustee to the Bank.

SECTION 3.11. Limitations on Obligations of Bank. The Bonds, together with interest thereon, shall be limited obligations of the Bank but payable solely from Revenues and shall be a valid claim of the respective owners thereof only against the Funds and Accounts, other than the Rebate Fund and any Accounts created thereunder, established hereunder and the City Bond acquired by the Trustee, all of which are hereby assigned and pledged hereunder for the equal and ratable payment of the Bonds and shall be used for no other purpose than the payment of the Bonds, except as may be otherwise expressly authorized in this Indenture. The Bonds do not constitute a debt or liability of the State or of any political subdivision thereof under the constitution of the State or a pledge of the faith and credit 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. The issuance of the Bonds under the provisions of the Bank Act does not directly, indirectly or contingently, obligate the State or any political subdivision thereof, including the City, to levy any form of taxation for the payment thereof or to make any appropriation for their payment, and such Bonds and the interest payable thereon do not now and shall never constitute a debt of the State or any political subdivision thereof within the meaning of the constitution of the State or the statutes of the State and do not now and shall never constitute a charge against the credit or taxing power of the State or any political subdivision thereof, including 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, including the City. In the Bank Act, the State has pledged to and agreed with the holders of any Series 2026 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 2026 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 2026 Bonds are fully met and discharged.

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

[Remainder of this page intentionally left blank]

**ARTICLE IV
REDEMPTION OF SERIES 2026 BONDS PRIOR TO MATURITY**

SECTION 4.01. Redemption and Redemption Prices and Terms for Series 2026 Bonds. In accordance with the Series 2026 Supplemental Bond Resolution, the Bank agrees to accept redemption and redeem the Series 2026 Bonds in the following instances:

(a) **Optional Redemption.** The Series 2026 Bonds are not subject to optional redemption.

(b) **Mandatory Sinking Fund Redemption.** The Series 2026 Bonds maturing on September 1, 2038 are term bonds subject to mandatory sinking fund redemption prior to their scheduled maturity on September 1 of the years listed below at a redemption price of 100% of the principal amount redeemed plus accrued interest to the redemption date from amounts on deposit in the General Account of the General Fund in accordance with the following schedule:

Maturity	Principal Amount	Interest Rate
2026		
2027		
2028		
2029		
2030		
2031		
2032		
2033		
2034		
2035		
2036		
2037		
2038		

SECTION 4.02. Redemption at the Election or Direction of the Bank. In the case of the redemption of any Series 2026 Bonds, the Bank shall give written notice to the Trustee of its direction to redeem, of the redemption date, of the principal amounts of the Series 2026 Bonds of each maturity to be redeemed (which maturities and principal amounts thereof to be redeemed shall be determined by the Bank at the direction of the City, subject to any limitations with respect thereto contained in the Act or this Indenture) and of the monies to be applied to the payment of the Redemption Price. Such notice shall be given at least forty-five (45) days prior to the redemption date or such shorter period as shall be acceptable to the Trustee and may be conditioned upon receipt of sufficient funds to redeem the Series 2026 Bonds called for redemption on the redemption date. The Bank shall pay to the Trustee an amount in cash which, in addition to other monies, if any, available therefor and held by the Trustee, will be sufficient to redeem, on the redemption date at the Redemption Price thereof, together with interest accrued to the redemption date, all of the Series 2026 Bonds to be redeemed.

SECTION 4.03. Selection of Series 2026 Bonds to be Redeemed. If less than all of the Series 2026 Bonds are to be redeemed, the Series 2026 Bonds shall be redeemed only in whole multiples of \$100,000. For purposes of redemption, each \$5,000 of principal shall be considered as a Series 2026

Bond. If less than all of the Series 2026 Bonds shall be called for redemption, the principal amount and maturity of the Series 2026 Bonds to be redeemed shall be selected by the Bank and the Trustee shall select the particular Series 2026 Bonds to be redeemed by lot within a maturity and in such manner as the Trustee may determine.

SECTION 4.04. Redemption Payments. The Trustee is hereby authorized and directed to apply funds deposited with the Trustee by the Bank in an amount sufficient to pay the Redemption Price of the Series 2026 Bonds or portions thereof called, together with accrued interest thereon to the redemption date. If proper notice of redemption by mailing has been given as provided in Section 4.05 hereof and sufficient funds for redemption shall be on deposit with the Trustee as aforesaid, interest on the Series 2026 Bonds or portions thereof thus called shall no longer accrue after the date fixed for redemption. No payment shall be made by the Trustee upon any Series 2026 Bond or portion thereof called for redemption until such Series 2026 Bond or portion thereof shall have been delivered for payment or cancellation or the Trustee shall have received the items required by Section 3.05 hereof with respect to any mutilated, lost, stolen or destroyed Series 2026 Bond.

SECTION 4.05. Notice of Redemption. Notice of the call for any redemption, identifying the Series 2026 Bonds to be redeemed (which may be a conditional notice of redemption), shall be given by the Trustee by mailing a copy of the redemption notice by registered or certified mail at least thirty (30) days but not more than forty-five (45) days prior to the date fixed for redemption to the Registered Owner of each Series 2026 Bond to be redeemed at the address shown on the Bond Register. Failure to give such notice by mailing to any Bondholder or any defect in such notice, shall not affect the validity of any proceeding for the redemption of any other Series 2026 Bonds.

SECTION 4.06. Cancellation. All Series 2026 Bonds which have been redeemed shall not be reissued but shall be canceled and destroyed by the Trustee in accordance with Section 3.07 hereof.

[Remainder of this page intentionally left blank]

**ARTICLE V
GENERAL COVENANTS**

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

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

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

SECTION 5.04. Covenants Concerning Program, Etc.

(a) In order to provide for the payment of the principal, Redemption Price and interest on the Series 2026 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 2026 Bonds (i) do all such acts and things as shall be necessary to receive and collect the Revenues (including enforcement of the prompt collection of all arrears on the City Bond), and (ii) diligently enforce and take all steps, actions and proceedings reasonably necessary in the judgment of the Bank to protect its rights with respect to the City Bond and to enforce all terms, covenants and conditions of the City Bond, including the collection, custody and prompt application of all City Bond Payments and deposits required by the terms of the City Bond for the purposes for which they were made.

(b) Whenever necessary in order to provide for the payment of debt service on the Series 2026 Bonds, the Bank shall commence appropriate remedies with respect to the occurrence of any event of default in connection with the City Bond or any other bonds issued by the City on a parity with the City Bond pursuant to a resolution of the City and as authorized by a supplemental bond resolution.

SECTION 5.05. Possession and Inspection of City Bond. The Trustee covenants and agrees to retain or cause its agent to retain possession of the City Bond and a copy of the transcript or documents related thereto and release them only in accordance with the provisions of this Indenture. The Bank and the Trustee covenant and agree that all records and documents in their possession relating to the City Bond shall at all times be open to inspection by such accountants or other agencies or persons as the Bank or the Trustee may from time to time designate.

SECTION 5.06. Accounts and Reports. The Bank covenants and agrees to keep proper records and accounts (separate from all other records and accounts) in which complete and correct entries shall be made of its transactions relating to the Program, the City Bond and the Funds and Accounts. Such records, and all other records and papers of the Bank, and such Funds and Accounts shall at all reasonable times be subject to the inspection of the Trustee, the Bond Insurer and the Beneficial Owners of an aggregate of not less than five percent (5%) in principal amount of the Series 2026 Bonds then Outstanding or their representatives, duly authorized in writing.

The Trustee covenants and agrees, to provide to the Bank and the City prior to the twentieth (20th) day of the month following the end of each six-month period, commencing with the period ending _____, 2026, a statement of the amount on deposit in each Fund and Account as of the first day of that month and of the total deposits to and withdrawals from each Fund and Account during the preceding six-month period.

The reports, statements and other documents required to be furnished to or by the Trustee pursuant to any provision of this Indenture shall be provided to the Beneficial Owners of an aggregate of not less than five percent (5%) in principal amount of the Series 2026 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.

Information relating to the Series 2026 Bonds and all Bond Documents may be disseminated among Lender, its affiliates and any of their respective or prospective successors, assigns, participants or holders of beneficial interests in the Series 2026 Bonds and any Bond Document.

SECTION 5.07. Bank Covenants with Respect to the City Bond.

(a) The Bank covenants and agrees that it will not permit or agree to any material change in the City Bond.

(b) The Bank covenants and agrees that it will enforce or authorize the enforcement of all remedies available to owners or holders of the City Bond; provided, however, that decisions as to the enforcement of remedies shall be within the sole discretion of the Trustee as set forth in Article X hereof, except with respect to the rights of the Bond Insurer as set forth in Section 14.01(b) hereof.

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

SECTION 5.08. Monitoring Investments. The Bank covenants and agrees to regularly review the investments held by the Trustee in the Funds and Accounts for the purpose of assuring that the Revenues derived from such investments are sufficient to provide, with other anticipated Revenues, the debt service on Outstanding Bonds.

SECTION 5.09. Covenants Concerning Preservation of Tax Exemption. The Bank hereby covenants and agrees to take all qualifying actions and shall take any qualifying actions that are necessary in order to protect and preserve the exclusion from gross income for federal income tax purposes of the interest on the Series 2026 Bonds. For this purpose, the Bank shall approve and deliver to the Trustee a certificate concerning the provisions of the Code necessary to protect and preserve such exclusion. Such certificate 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 certificate will not adversely affect the exclusion of interest on the Series 2026 Bonds from gross income of the holders thereof for federal income tax purposes.

SECTION 5.10. Agreement Withholding City Monies to Satisfy Delinquent Payments. As provided for in the Bank Act, the City and the Bank have entered into and the Trustee has accepted the Tax Intercept Agreement whereby the City has covenanted, agreed and authorized the Mississippi Department of Revenue or any other State agency, department or commission to (a) withhold all or any part of any monies which the City is entitled to receive from time to time pursuant to any law and which are in possession of the Mississippi Department of Revenue or any other State agency, department or commission (the "**Tax Monies**") and (b) pay same over to the Trustee on behalf of the Bank to satisfy any delinquent payment (the "**Delinquent Payment**") under Sections 7 and 17 of the Series 2026 Supplemental Bond Resolution. If on the first day of February or August of each year, beginning August 1, 2026, which dates are thirty (30) days prior to each Interest Payment Date, there are insufficient Revenues to make the payments under Sections 7 and 17 of the Series 2026 Supplemental Bond Resolution, the Bank has authorized and directed the Trustee under the Tax Intercept Agreement to file the Tax Intercept Agreement and a statement of deficiency setting forth the amount of any Delinquent Payment with the Mississippi Department of Revenue or any other State agency, department or commission, thereby directing the Mississippi Department of Revenue or any other State agency, department or commission to pay any Tax Monies directly to the Trustee on behalf of the Bank to satisfy any Delinquent Payment, all as permitted under the Bank Act. In any event, if the City fails to make timely payments under the Series 2026 Supplemental Bond Resolution as provided in Sections 7 and 17 of the Series 2026 Supplemental Bond Resolution, the Trustee is hereby further directed to file the Tax Intercept Agreement with the Mississippi Department of Revenue and take further action to recover Tax Monies under the Tax Intercept Agreement. The Trustee is hereby directed to pay any Tax Monies into the General Account to be applied in accordance with Section 6.05 hereof. In addition to the Tax Intercept Agreement, the City has entered into additional agreements similar to the Tax Intercept Agreement with the Bank and other agencies and departments of the State.

[Remainder of this page intentionally left blank]

**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 General Fund, the Debt Service Reserve Fund and the Rebate Fund to be held by the Trustee. There is hereby created and established in the General Fund a "General Account," a "Bond Issuance Expense Account," a "Capitalized Interest Account", a "Defeasance Account", a "Purchase Account" and a "Redemption 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.

(a) The Trustee shall deposit the proceeds from the sale of the Series 2026 Bonds in the manner provided in Section 2.02 hereof.

(b) 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 of the Revenues or other receipts (except the proceeds of the Series 2026 Bonds and moneys received upon sale of the City Bond and except as set forth in Section 6.14 hereof), the Trustee shall deposit such amounts into the General Account of the General Fund.

SECTION 6.05. Operation of General Account and Capitalized Interest Account.

(a) **General Account.** The Trustee shall deposit in the General Account of the General Fund and Capitalized Interest Account of the General Fund all amounts received for payment of principal and interest on the Series 2026 Bonds and required to be deposited therein pursuant to the provisions of this Article VI.

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:

(i) On or before each Interest Payment Date, to the Registered Owners such amount (including Investment Securities held by the 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 2026 Bonds on such Interest Payment Date;

(ii) As soon as funds become available, to the Debt Service Reserve Fund sufficient amounts to assure that there is on deposit therein an amount equal to the Debt Service Reserve Requirement including any amounts required to reimburse the Reserve Policy Provider;

(iii) At such times as shall be necessary, to pay Program Expenses allocable to the Series 2026 Bonds;

(iv) On or before thirty (30) days after each anniversary of the issuance of the Series 2026 Bonds, the amounts, if any, to be transferred to the Rebate Fund as provided in the Arbitrage Rebate Agreement; and

(v) After making such payments in paragraphs (i) through (iv) above, the Trustee shall make a determination of the amounts reasonably expected to be received in the form of cash in the succeeding twelve (12) months and shall transfer all moneys in the General Account which, together with such expected receipts for the succeeding twelve (12) months, are in excess of the amounts needed to pay principal and interest on the Series 2026 Bonds within the immediately succeeding twelve-month period, to the City at its written request with the prior written approval of the Bank and the Bond Insurer.

(b) ***Insufficient Funds.*** To the extent moneys are not available to pay the principal and interest coming due on the Series 2026 Bonds on any Interest Payment Date, the Trustee shall apply the amounts available to General Account for the payment of such debt service.

SECTION 6.06. Operation of the Redemption Account. The Trustee shall deposit in the Redemption Account all monies received upon the sale or redemption prior to maturity of the City Bond and all other monies 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 to redeem 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 Bonds so redeemed to the date of redemption from the General Account and the Redemption Price from the Redemption Account.

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

SECTION 6.08. Operation of Debt Service Reserve Fund.

(a) The Trustee shall deposit in the Debt Service Reserve Fund all monies required to be deposited therein pursuant to Section 2.02 and Article VI hereof, shall invest such funds pursuant to Article VIII hereof, and, except as provided in this Section 6.08, shall disburse the funds held in the Debt Service Reserve Fund solely to the General Account for the payment of interest on and principal of the Series 2026 Bonds, and only in the event that monies in the General Account are insufficient to pay principal of and interest on the Series 2026 Bonds. The Trustee shall, as of each Interest Payment Date, value the investments in the Debt Service Reserve Fund at fair market value. If there is any deficiency in the Debt Service Reserve Fund as of any Interest Payment Date (after taking into account any debt service payment made on such Interest Payment Date), the Trustee shall provide written notice

within five (5) Business Days to the City and the City shall replenish the Debt Service Reserve Fund within one hundred eighty (180) days after the Interest Payment Date. Pursuant to Section 10.01(i) hereof, failure to restore any deficiency in the Debt Service Reserve Fund to the Debt Service Reserve Requirement within one hundred eighty (180) days after a deficiency occurs is an Event of Default. Following each Interest Payment Date, the Trustee shall determine if any amounts in the Debt Service Reserve Fund are in excess of the Debt Service Reserve Requirement and shall transfer said excess amount to the General Account; provided, however, such amounts in excess of the Debt Service Reserve Requirement shall be paid to the City at its written request with the prior written approval of the Bank and the Bond Insurer. Initially, the Bank shall provide a Reserve Fund Credit Facility issued by the Bond Insurer to satisfy the Debt Service Reserve Requirement.

(b) The City, with the prior written consent of the Bond Insurer, may, at any time, provide the Trustee with a Reserve Fund Credit Facility to be substituted for all or a portion of the amount of money and investments in the Debt Service Reserve Fund equal to the amount available for drawing under such Reserve Fund Credit Facility, provided that such right of substitution shall be subject to the following conditions:

(i) The Trustee shall receive a certificate of the City to the effect that such substitution is in the best economic interest of the City stating the reasons therefor and stating how the amounts on deposit in the Debt Service Reserve Fund are to be applied;

(ii) The Trustee shall receive an Opinion of Counsel acceptable to the Trustee, in form and substance satisfactory to the Trustee, addressed to the Trustee, the Bank and the City as to the due authorization, execution, delivery and enforceability of the Reserve Fund Credit Facility in accordance with its terms, subject to applicable laws affecting creditors' rights generally, and, in the event the issuer of the Reserve Fund Credit Facility is not a domestic entity, an opinion of foreign counsel to the same effect in form and substance satisfactory to the Trustee;

(iii) The Trustee, the Bank and the City shall receive an Opinion of Bond Counsel, in form and substance satisfactory to each of them, to the effect that substitution of such Reserve Fund Credit Facility and the proposed application of the amounts in the Debt Service Reserve Fund will not cause the interest on any Series 2026 Bonds to become includable in gross income for federal income taxation purposes;

(iv) The obligation of the Bank to reimburse the Reserve Fund Credit Facility Issuer for any fees or expenses or claims or drawings under such Reserve Fund Credit Facility shall be subordinate to the payment of debt service on the Bonds under this Indenture;

(v) The Reserve Fund Credit Facility must provide for a revolving feature under which the amount available for drawing thereunder will be reinstated to the extent of any reimbursement of drawings or claims paid; and

(vi) The value of the assets (including the amount available for drawing under the Reserve Fund Credit Facility) held in the Debt Service Reserve Fund must equal the Debt Service Reserve Requirement immediately upon such substitution.

If there shall be an insufficiency of funds in the General Accounts to make any required payment of principal of or interest on any Series 2026 Bonds and the Trustee is holding a Reserve Fund Credit Facility in lieu of funds in the Debt Service Reserve Fund, the Trustee shall make a drawing under the

Reserve Fund Credit Facility in an amount equal to the lesser of (1) the amount then available for drawing under the Reserve Fund Credit Facility, or (2) the amount necessary to make up the insufficiency described above, which drawing shall be made in time to prevent the occurrence of an Event of Default under this Indenture; and the proceeds of such drawing shall be deposited into the Debt Service Reserve Fund for application as provided in this Indenture. On the fifth (5th) Business Day prior to the expiration of any Reserve Fund Credit Facility, the Trustee shall make a drawing of the full amount available thereunder, and shall deposit the proceeds of such drawing into the Debt Service Reserve Fund; provided, however, that the Trustee shall not make a drawing if, not later than the fifth (5th) Business Day prior to the expiration of such Reserve Fund Credit Facility, a substitute Reserve Fund Credit Facility or money and/or Investment Securities equal to the Debt Service Reserve Requirement have been delivered to the Trustee for deposit into the Debt Service Reserve Fund.

If the Trustee receives notice that (1) the revolving reinstatement feature described above has been suspended or terminated, (2) the Reserve Fund Credit Facility Issuer has defaulted in its payment obligations thereunder, or (3) the Reserve Fund Credit Facility will not be extended or renewed, the Trustee shall immediately notify the City in writing, of the occurrence of such event and shall request that the City make or cause to be made the payments required to replenish the Debt Service Reserve Fund to the Debt Service Reserve Requirement pursuant to this Indenture, which payments may be made from the proceeds of a drawing under the Reserve Fund Credit Facility.

SECTION 6.09. 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:

(i) Upon receipt of acceptable invoices and the written authorization of the Mayor of the City and an Authorized Officer, to pay the Costs of Issuance of the Series 2026 Bonds or to reimburse the Bank for amounts previously advanced for such costs; and

(ii) On the date that is sixty (60) days after the date of issuance of the Series 2026 Bonds, any funds remaining in the Bond Issuance Expense Account shall be transferred to the General Account of the General Fund.

SECTION 6.10. Operation of the Rebate Fund.

(a) The Trustee is authorized to establish and maintain, so long as any Series 2026 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 2026 Bonds and investments hereunder available to the Bank and shall make deposits and disbursements from the Rebate Fund in accordance with the Arbitrage Rebate Agreement and Section 8.02 hereof, shall invest the Rebate Fund as directed by the City and shall deposit income from such investments immediately upon receipt thereof in the Rebate Fund. Anything in this Indenture to the contrary notwithstanding, the provisions of this Section may be superseded or amended by an amended Arbitrage Rebate Agreement and accompanied by an Opinion of Bond Counsel addressed to the Trustee to the effect that the provisions of the amended Arbitrage Rebate Agreement will not adversely affect the exclusion from gross income for federal income tax purposes of the interest on the Series 2026 Bonds.

(b) If a deposit to the Rebate Fund is required as a result of the computations made by or on behalf of the Bank pursuant to the Arbitrage Rebate Agreement, 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 written direction from the Bank, transfer such amount to the General Account. Records of the determinations required by this Section and the Arbitrage Rebate Agreement and the investment instructions must be retained by the Trustee until six (6) years after the Series 2026 Bonds are no longer Outstanding.

(c) Not later than sixty (60) days following _____, _____ and every fifth year thereafter, the Trustee shall, upon written request of the Bank in accordance with the Arbitrage Rebate Agreement, pay to the United States of America one hundred percent (100%) of the amount required to be on deposit in the Rebate Fund as of such payment date provided that written direction from the Bank for transfer of such amount to the Rebate Fund has been previously received by the Trustee pursuant to the provisions of Section 6.10(b), and further provided that funds were available in the General Account to fund one hundred percent (100%) of the amount required to be on deposit in the Rebate Fund as of such payment date. 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 Submission Processing Center, Ogden, Utah 84201. Each payment shall be accompanied by a copy of the Form 8038-G originally filed with respect to the Series 2026 Bonds, and a statement of the Bank summarizing the determination of the amount to be paid to the United States of America.

SECTION 6.11. Moneys to be Held in Trust. All moneys required to be deposited with or paid to the Trustee for the account of any Fund or Account established under any provision of this Indenture shall be held by the Trustee in trust and applied in accordance with the provisions of this Indenture, except for moneys held pursuant to the Rebate Fund and any Accounts created thereunder and shall, while held by the Trustee, constitute part of the Trust Estate and be subject to the security interest created hereby and shall not be subject to any lien or attachment by any creditor of the Bank.

SECTION 6.12. 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 or the Bond Insurer which amounts shall be paid to such party and except as provided in Section 3.08 hereof.

SECTION 6.13. Certain Verifications. The Bank and/or the Trustee from time to time may cause a firm of independent certified public accountants of national standing or other nationally recognized experts to supply the Bank and the Trustee with such information as the Bank or the Trustee may request in order to determine in a manner reasonably satisfactory to the Bank and the Trustee all matters relating to (a) the sufficiency of projected cash flow receipts and disbursements with respect to the Funds and Accounts to pay the principal of and interest on the Bonds and Program Expenses; (b) the actuarial yields on the Outstanding Bonds as the same may relate to any data or conclusions necessary to verify that the Bonds are not arbitrage bonds within the meaning of Section 148 of the Code; (c) the yields on any obligations acquired and held by the Bank and/or the Trustee; and (d) the rebate calculation required by Section 6.10 hereof. The Bank and/or the Trustee from time to time may also obtain an Opinion of Bond Counsel concerning post-issuance compliance with the Code and any

federal legislation applicable to the Bonds. The fees of such independent certified public accountants and Bond Counsel shall constitute reimbursable Program Expenses to be paid by the City.

[Remainder of this page intentionally left blank]

**ARTICLE VII
PURCHASE OF CITY BOND**

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

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

(a) a written requisition of the Bank signed by an Authorized Officer stating to whom payment is to be made and the amount to be paid;

(b) a certificate signed by an Authorized Officer attached to the requisition and certifying that the City, pursuant to the City Bond Purchase Agreement, has sold or will sell the City Bond to the Bank and is obligated to make City Bond Payments and to pay all fees and charges required to be paid to the Bank under the Indenture and the Series 2026 Supplemental Bond Resolution, and that, to the knowledge of such officer, the City is not in default under the payment terms or other material terms or provisions of any other obligations of the 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 and the Trustee;

(d) the opinions of Bond Counsel in a form satisfactory to the Bank stating that the City Bond constitutes a valid and binding obligation enforceable in accordance with its terms, subject to such enforcement limitations customarily contained in such opinions;

(e) the City Bond, registered as to both principal and interest to the Bank and delivered in accordance with the Act;

(f) an Opinion of Counsel for the City in a form satisfactory to the Bank stating that the City is a Local Governmental Unit within the meaning of the Act;

(g) an executed City Bond Purchase Agreement from the City;

(h) an executed Tax Intercept Agreement; and

(i) a certificate from the City in connection with the Series 2026 Bonds stating that either (i) the City is exempt from the rebate requirements of Section 148 of the Code, or (ii) the City is subject to the rebate requirements of Section 148 of the Code and will comply with such provisions, or (iii) if the City intends to meet an exception from rebate contained in Section 148(f)(4)(C) of the Code, the City elects on or before the closing date to pay a penalty in lieu of rebate if such provisions are not met.

Upon receipt of the documents enumerated above, the Trustee shall transfer the amounts on deposit in the Purchase Account to the City for deposit in in the 2026 General Fund (as established in the 2026 Supplemental Bond Resolution) to pay a portion of the cost of the Project.

SECTION 7.03. Retention and Inspection of Documents. The City Bond and all documents received by the Trustee as required in this Article as a condition of payment may be relied upon by and shall be retained in the possession of the Trustee, subject at all times during normal business hours to the inspection of the Bank and, after written request received by the Trustee at least five (5) Business Days prior to the date of inspection, by any Beneficial Owner of at least five percent (5%) in principal amount of Outstanding Series 2026 Bonds.

SECTION 7.04. Report. The Bank may require a report to be made by an officer or employee of the Trustee on behalf of the Trustee within sixty (60) days after the delivery of the Series 2026 Bonds covering all receipts and all disbursements made pursuant to the provisions of this Article VII in respect of the proceeds of the Series 2026 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 proceeds of the Series 2026 Bonds deposited in the Purchase Account shall have been expended. Each such report shall be mailed by the Trustee to the Bank and the City.

[Remainder of this page intentionally left blank]

**ARTICLE VIII
INVESTMENT OF MONEYS**

SECTION 8.01. General Provisions.

(a) Any moneys held as part of any Fund or Account created under or pursuant to Article VI hereof including the Rebate Fund shall be invested or reinvested by the Trustee as continuously as reasonably possible in such Investment Securities as may be directed in writing by the City. All such investments shall at all times be a part of the Fund or Account in which the moneys used to acquire such investments had been deposited and, except as provided in Article VI, all income and profits on such investments, other than from moneys on deposit in the Rebate Fund or any Account created thereunder, shall be deposited as received in the General Account. The Trustee may make any and all such investments through its bond department or through the bond department of any financial institution that is an affiliate of the Trustee and may trade with itself or any of its affiliates in doing so. Moneys in separate Funds and Accounts may not be commingled for the purpose of investment or deposit. Any investment losses shall be charged to the Fund or Account in which moneys used to purchase such investment had been deposited. For so long as the Trustee is in compliance with the provisions of this Section 8.01, the Trustee shall not be liable for any investment losses. Moneys in any Fund or Account shall be invested in Investment Securities with a maturity date that shall coincide as nearly as practicable with times at which moneys in such Funds or Accounts will be required for the purposes thereof. The Trustee shall sell and reduce to cash a sufficient amount of such investments in the respective Fund or Account whenever the cash balance therein is insufficient to pay the amounts contemplated to be paid therefrom at the time those amounts are to be paid.

(b) The Bank (i) certifies to the owners of the Series 2026 Bonds Outstanding that moneys on deposit in any Fund or Account in connection with the Series 2026 Bonds, whether or not such moneys were derived from the proceeds of the sale of the Series 2026 Bonds or from any other sources, are not intended to be used in a manner which will cause the interest on the Series 2026 Bonds to lose the exclusion from gross income for federal income tax purposes and covenants with the owners of the Series 2026 Bonds Outstanding that, so long as any of the Series 2026 Bonds remain Outstanding, moneys on deposit in any Fund or Account established in connection with the Series 2026 Bonds, whether or not such moneys were derived from the proceeds of the sale of the Series 2026 Bonds or from any other source, will not be used in any manner which will cause the interest on the Series 2026 Bonds to become subject to federal income taxation.

SECTION 8.02. Arbitrage Restrictions; Series 2026 Bonds to Remain Tax Exempt.

(a) The Bank shall provide the Trustee with the Arbitrage Rebate Agreement which shall govern the investment of the Funds and Accounts applicable to the Series 2026 Bonds and the application of Section 6.10 hereof.

(b) Without limiting subsection (b) of Section 8.01 hereof, the Bank further covenants and agrees that it will not take any action or fail to take any action with respect to the investment of the proceeds of the Series 2026 Bonds, or with respect to the investment or application of any payments under the City Bond or any other agreement or instrument entered into in connection therewith or with the issuance of the Series 2026 Bonds, including but not limited to the obligation, if any, to rebate certain funds to the United States of America, which would result in the Series 2026 Bonds being deemed arbitrage bonds within the meaning of such term as used in Section 148 of the Code. The Bank

further agrees that it will not act in any other manner that would adversely affect the exclusion from gross income tax for federal income tax purposes of the interest on the Series 2026 Bonds.

ARTICLE IX DISCHARGE OF INDENTURE

SECTION 9.01. Discharge of Indenture. Except as provided in this Article IX, if payment or provision for payment is made to the Trustee, of the principal of, premium, if any, and interest due and to become due on the Bonds at the times and in the manner stipulated therein, and there is paid or caused to be paid to the Trustee all sums of money due and to become due according to the provisions hereof, and all other amounts due hereunder have been paid in full, then these presents and the Trust Estate and rights hereby granted shall cease, terminate and be void, whereupon the Trustee shall cancel and discharge the lien of this Indenture, and execute and deliver to the Bank such instruments in writing as shall be requisite to cancel and discharge the lien hereof, and release, assign and deliver unto the Bank any and all estate, right, title and interest in and to any and all rights assigned or pledged to the Trustee hereby or otherwise subject to the lien of this Indenture, except moneys or securities held by the Trustee for the payment of the principal of, premium, if any, 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 (and premium, if any, on) such Bond and interest thereon to the due date thereof (whether such due date be by reason of maturity 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 or other financial institution (which must meet the requirements of Section 11.07 hereof), 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 in accordance with the Arbitrage Rebate Agreement and Section 6.10 hereof, with respect to which such deposit is made, shall have been paid or deposited with the Trustee.

Notwithstanding the foregoing, in the case of Bonds which by their terms may be redeemed prior to their stated maturity, no deposit under the immediately preceding paragraph shall be deemed a payment of such Bonds as aforesaid until the Bank shall have given the Trustee, in a form satisfactory to the Trustee, irrevocable instructions:

(x) 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);

(x) to call for redemption pursuant to this Indenture any Bonds to be redeemed prior to maturity pursuant to (x) of this paragraph; and

(y) to mail, as soon as practicable, in the manner prescribed by Article IV hereof, a notice to the owners of such Bonds satisfying the requirements thereof.

Any monies so deposited with the Trustee as provided in this Article may at the direction of the Bank also be invested and reinvested in Governmental Obligations, maturing in the amounts and at the times as hereinbefore set forth, and all income from all Governmental Obligations in the hands of the

Trustee pursuant to this Article which is not required for the payment of the Bonds and interest thereon with respect to which such monies shall have been so deposited, shall be deposited in the General Account, as and when and collected for use and application as are other monies deposited in the General Account.

Notwithstanding any provision of any other Article of this Indenture which may be contrary to the provisions of this Article, all moneys or Governmental Obligations set aside and held in trust pursuant to the provisions of this Article for the payment of Bonds (including interest thereon but excluding any amounts, if any, set aside for rebate to the United States of America in accordance with the Arbitrage Rebate Agreement and Section 6.10 hereof) shall be applied to and used solely for the payment of the particular Bonds (including interest thereon) with respect to which such moneys or obligations have been set aside in trust.

Upon the deposit with the Trustee, in trust, at or before maturity, of money or Governmental Obligations in the necessary amount to pay or redeem all Outstanding Bonds as aforesaid, this Indenture, to the extent it relates to such Bonds, may be discharged in accordance with the provisions hereof and 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.

[Remainder of this page intentionally left blank]

**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 of any Bond; or
- (c) Failure of the Bank to remit to the Trustee within the time limits prescribed herein any moneys which are required by this Indenture to be so remitted; or
- (d) Default in the performance or observance of any other of the covenants, agreements or conditions on the part of the Bank contained in this Indenture or in the Bonds and failure to remedy the same within the time provided in, and after notice thereof pursuant to, Section 10.10 hereof; or
- (e) Any warranty, representation or other statement by or on behalf of the Bank contained in this Indenture or in any instrument furnished in compliance with or in reference to this Indenture is false or misleading, when made, in any material respect, and failure to remedy the same within the time provided in, and after notice thereof pursuant to, Section 10.10 hereof; or
- (f) A petition is filed against the Bank under any bankruptcy, reorganization, arrangement, insolvency, readjustment of debt, dissolution or liquidation law of any jurisdiction whether now or hereafter in effect and is not dismissed within sixty (60) days after such filing; or
- (g) The Bank files a petition in voluntary bankruptcy or seeking relief under any provisions of any bankruptcy, reorganization, arrangement, insolvency, adjustment of debt, dissolution or liquidation law of any jurisdiction whether now or hereafter in effect, or consents to the filing of any petition against it under such law; or
- (h) The Bank is generally not paying its debts as such debts become due, or becomes insolvent or bankrupt, or makes an assignment for the benefit of creditors, or a liquidator or trustee of the Bank or any of its property is appointed by court order or otherwise takes possession of such property and such order remains in effect or such possession continues for more than sixty (60) days; or
- (i) The Bank fails to restore the Debt Service Reserve Fund to an amount equal to the Debt Service Reserve Requirement within one hundred eighty days (180) after a deficiency occurs; or
- (j) Default in the due and punctual payment of any interest or principal on the City Bond;
or
- (k) There is a default under the City Bond, the Series 2026 Supplemental Bond Resolution and/or the General 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 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 Outstanding, including enforcement of any rights of the Bank or the Trustee under the City Bond, including, but not limited to, acceleration thereof.

(b) The Trustee may by action or suit in equity require the Bank to account as if it were the trustee of an express trust for the holders of the Bonds and may take such action with respect to the City Bond as the Trustee deems necessary or appropriate and in the best interest of the Bondholders, subject to the terms of the City Bond.

(c) Upon the filing of a suit or other commencement of judicial proceedings to enforce any rights of the Trustee and of the Bondholders under this Indenture, the Trustee will be entitled, as a matter of right, to the appointment of a receiver or receivers of the Trust Estate and of the Revenues, issues, earnings, income, products and profits thereof, pending such proceedings, with such powers as the court making such appointment shall confer.

(d) The Trustee may declare the principal of and accrued interest on all Bonds to be due and payable immediately in accordance with this Indenture and the Act, by notice to the Bank and the City.

Upon the occurrence of an Event of Default, (a) if requested to do so by the holders of twenty-five percent (25%) or more in aggregate principal amount of all Bonds Outstanding, and (b) if secured and/or indemnified as provided in Section 11.01(k) hereof, the Trustee shall be obligated to exercise such one or more of the rights, remedies and powers conferred by this Section as the Trustee, being advised by Counsel, shall deem most expedient in the interests of the Bondholders.

No right or remedy by the terms of this Indenture conferred upon or reserved to the Trustee (or to the Bondholders) is intended to be exclusive of any other right or remedy, but each and every such right or remedy shall be cumulative and shall be in addition to any other right or remedy given to the 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, the Beneficial Owners of a majority in aggregate principal amount of Bonds Outstanding shall have the right, at any time during the continuance of an Event of Default, by an instrument or instruments in writing executed and delivered to the Trustee, to direct the time, method and place of conducting all proceedings to be taken in connection with the enforcement of the terms and conditions of this Indenture, or for the appointment of a receiver or any other proceedings hereunder; provided that such direction shall not be otherwise than in accordance with the provisions of law and of this Indenture including Section 11.01(k) hereof.

SECTION 10.04. Appointment of Receivers. Upon the occurrence of an Event of Default, and upon the filing of a suit or other commencement of judicial proceedings to enforce any rights of the Trustee and of the Bondholders under this Indenture, the Trustee shall be entitled, as a matter of right, to the appointment of a receiver or receivers of the Trust Estate and of the Revenues, issues, earnings, income, products and profits thereof, pending such proceedings with such powers as the court making such appointment shall confer.

SECTION 10.05. Application of Moneys. All moneys received by the Trustee pursuant to any right or remedy given or action taken under the provisions of this Article (including moneys received by virtue of action taken under provisions of the City Bond) shall, after payment of the costs and expenses of the proceedings resulting in the collection of such moneys and payment of the expenses, liabilities and advances incurred or made by the Trustee and any other moneys owed to the Trustee hereunder, be deposited in the General Account and all moneys in such Account shall be applied as follows:

(a) Unless the principal of all the Bonds shall have become due and payable, all such moneys shall be applied:

FIRST - To the payment to the persons entitled thereto of all installments of interest then due on the Bonds, including interest on any past due principal of any Bond at the rate borne by such Bond, in the order of the maturity of the installments of such interest and, if the amount available shall not be sufficient to pay in full any particular installment, then to such payment ratably, according to the amounts due on such installments, to the persons entitled thereto, without any discrimination or privilege;

SECOND - To the payment to the persons entitled thereto of the unpaid principal of any of the Bonds which shall have become due in the order of their due dates, and, if the amount available shall not be sufficient to pay in full the principal of Bonds due on any particular date, together with such interest, then to such payment ratably, according to the amount of principal due on such date, to the persons entitled thereto without any discrimination or privilege;

THIRD - To be held for the payment to the persons entitled thereto as the same shall become due of the principal of and interest on the Bonds which may then become due and, if the amount available shall not be sufficient to pay in full the principal of and interest on Bonds due on any particular date, such payment shall be made ratably according to the amount of principal and interest due on such date to the persons entitled thereto without any discrimination or privilege; and

FOURTH - Amounts due to the Bond Insurer not provided for in FIRST, SECOND or THIRD above.

(b) If the principal of all the Bonds shall have become due or shall have been declared due and payable, all such moneys shall be applied to the payment of the principal and interest then due and unpaid upon the Bonds, without preference or priority of principal over interest or of interest over principal, or of any installment of interest over any other installment of interest, or of any Bond over any other Bond, ratably, according to the amounts due respectively for principal and interest, to the persons entitled thereto without any discrimination or privilege.

Whenever moneys are to be applied pursuant to the provisions of this Section, such moneys shall be applied at such times, and from time to time, as the Trustee shall determine, having due regard for the amount of such moneys available for application and the likelihood of additional moneys becoming available for such application in the future. Whenever the Trustee shall apply such funds, it shall fix the date (which shall be an Interest Payment Date unless the Trustee shall deem another date more suitable) upon which such application is to be made, and upon such date interest on the amounts of principal to be paid on such dates shall cease to accrue. The Trustee shall give such notice as it may deem appropriate of the deposit with it of any such moneys and of the fixing of any such date, and shall not be required to make payment of principal to the owner of any Bond until such Bond shall be presented to the Trustee for appropriate endorsement or for cancellation if fully paid.

Whenever all principal of and interest on all Bonds have been paid under the provisions of this Section and all expenses and charges of the Trustee have been paid and all other amounts due hereunder have been paid in full, any balance remaining in the General Account shall be paid as provided in Article VI hereof.

SECTION 10.06. Remedies Vested in the Trustee. All rights of action (including the right to file proof of claims) under this Indenture or under any of the Bonds may be enforced by the Trustee without the possession of any of the Bonds or the production thereof in any trial or other proceeding related thereto and any such suit or proceeding instituted by the Trustee shall be brought in its name as Trustee without the necessity of joining as plaintiffs or defendants any owners of the Bonds, and any recovery of judgment shall be for the equal and ratable benefit of the owners of all the Outstanding Bonds.

SECTION 10.07. Rights and Remedies of Bondholders. No owner of any Bond shall have any right to institute any suit, action or proceeding at law or in equity for the enforcement of this Indenture or for the execution of any trust hereof or for the appointment of a receiver or any other remedy hereunder, unless (a) a Default has occurred, (b) such Default shall have become an Event of Default and the Beneficial Owners of not less than twenty-five percent (25%) in aggregate principal amount of Bonds Outstanding shall have made written request to the Trustee and shall have offered it reasonable opportunity either to proceed to exercise the remedies hereinbefore granted or to institute such action, suit or proceeding in its own name, (c) such Beneficial Owners of Bonds have offered to the Trustee security and/or 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 security and/or 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 security and/or indemnity are hereby declared in every case at the option of Trustee to be conditions precedent to the execution of the powers and trusts of this Indenture, and to any action or cause of action for the enforcement of this Indenture, or for the appointment of a receiver or for any other remedy hereunder; it being understood and intended that no one or more owners of the Bonds shall have any right in any manner whatsoever to affect, disturb or prejudice the lien of this Indenture by its, his, her or their action or to enforce any right hereunder except in the manner herein provided, and that all proceedings at law or in equity shall be instituted, had and maintained in the manner herein provided and for the equal and ratable benefit of the owners of all Bonds Outstanding. However, nothing contained in this Indenture shall affect or impair the right of any Bondholder to enforce the payment of the principal of, premium, if any, and interest on any Bond at and after the maturity thereof, or the limited obligation of the Bank to pay the principal of, premium, if any, and interest on each of the Bonds issued hereunder to the respective owners thereof at the time and place, from the source and in the manner expressed in the Bonds.

SECTION 10.08. Termination of Proceedings. In case the Trustee or any owner of any Bonds shall have proceeded to enforce any right under this Indenture by the appointment of a receiver or otherwise, and such proceedings shall have been discontinued or abandoned for any reason, or shall have been determined adversely, then and in every such case the Bank, the Trustee and the Bondholders shall be restored to their former positions and rights hereunder, respectively, and with regard to the property herein subject to this Indenture, and all rights, remedies and powers of the Trustee and the owners of the Bonds shall continue as if no such proceedings had ever taken place.

SECTION 10.09. Waivers of Events of Default. The Trustee may at its discretion (with the prior written consent of the Bond Insurer) waive any Event of Default hereunder and its consequences, and shall do so upon the written request of the Beneficial Owners of (a) more than sixty-six and two-thirds percent (66 2/3%) in aggregate principal amount of all the Bonds then Outstanding in respect of which an Event of Default in the payment of principal or interest exists, or (b) more than fifty percent (50%) in aggregate principal amount of all Bonds then Outstanding in the case of any other Event of Default; provided, however, that there shall not be waived (x) any Event of Default in the payment of the principal of any Outstanding Bond at the date of maturity specified therein or (y) any Event of Default in the payment when due of the interest on any Outstanding Bond unless prior to such waiver all of the interest or all payments of principal when due, as the case may be, with interest on overdue principal at the rate borne by such Bond, and all expenses of the Trustee in connection with such Event of Default shall have been paid or provided for or (z) any Event of Default for nonpayment of Program Expenses. In case of any such waiver or rescission, or in case any proceeding taken by the Trustee on account of any such Event of Default shall have been discontinued or abandoned or determined adversely, then and in every such case the Bank, the Trustee and the Bondholders shall be restored to their former positions and rights hereunder, respectively, but no such waiver or rescission 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 and the City by the Trustee or the Beneficial Owners of not less than twenty-five percent (25%) in aggregate principal amount of all Bonds Outstanding 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 and the City 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 of 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.

[Remainder of this page intentionally left blank]

**ARTICLE XI
TRUSTEE**

SECTION 11.01. Acceptance of the Trusts. The Trustee hereby accepts the trusts and duties imposed upon it by this Indenture, and agrees to perform said trusts and duties with the same degree of care and skill in their exercise as a prudent corporate trustee would exercise or use under the circumstances in the conduct of its own affairs, but only upon and subject to the following express terms and conditions:

(a) The Trustee, prior to the occurrence of an Event of Default and after the curing of all Events of Default which may have occurred, undertakes to perform such duties and only such duties as are specifically set forth in this Indenture. In case an Event of Default has occurred (which has not been cured or waived), the Trustee shall exercise the rights and powers vested in it by this Indenture in accordance with the standard specified above.

(b) The Trustee may execute any of the trusts or powers hereof and perform any of its duties by or through attorneys, agents, receivers or employees but shall not be answerable for the conduct of the same if appointed in accordance with the standard specified above, and shall be entitled to advice of Counsel concerning all matters of trusts hereof and the duties hereunder, and may in all cases pay such reasonable compensation to all such attorneys, agents, receivers and employees as may reasonably be employed in connection with the trusts hereof. The Trustee may act upon the opinion or advice of any attorney or firm of attorneys (who may be the attorney or firm of attorneys for the Bank), approved by the Trustee in the exercise of reasonable care. The Trustee shall not be responsible for any loss or damage resulting from any action or non-action in good faith reliance upon such opinion or advice.

(c) The Trustee shall not be responsible for any recital herein or in the Bonds, other than the Certificate of Authentication required by Section 3.04 hereof, or for the validity of the execution by the Bank of this Indenture or of any supplements hereto or instruments of further assurance, or for the sufficiency of the security for the Bonds issued hereunder or intended to be secured hereby.

(d) The Trustee shall not be accountable for the use of any Bonds authenticated or delivered hereunder. The Trustee may become the owner of Bonds secured hereby with the same rights which it would have if it were not the Trustee, and Bonds owned by the Trustee shall be deemed Outstanding unless canceled pursuant to the provisions hereof.

(e) The Trustee shall be protected in acting upon any notice, request, consent, certificate, order, affidavit, letter, telegram or other paper or document reasonably believed to be genuine and correct and to have been signed or sent by the proper person or persons. The Trustee shall not withhold unreasonably its consent, approval or action to any reasonable request of the Bank. Any action taken by the Trustee pursuant to this Indenture upon the request of the Bank or consent of any person who at the time of making such request or giving such consent is the owner of any Bond, shall be conclusive and binding upon all future owners of the same Bond and upon Bonds issued in exchange therefor or in place thereof.

(f) As to the existence or nonexistence of any fact or as to the sufficiency or validity of any instrument, paper or proceeding, the Trustee shall be entitled in good faith to rely upon a certificate signed by an Authorized Officer as sufficient evidence of the facts therein contained, and prior to the occurrence of an Event of Default of which the Trustee has become aware shall also be at liberty to

accept a similar certificate to the effect that any particular dealing, transaction or action is necessary or expedient, but may at its discretion secure such further evidence deemed necessary or advisable, but shall in no case be bound to secure the same. The Trustee may accept a certificate of an Authorized Officer of the Bank under its seal to the effect that a resolution in the form therein set forth has been adopted by the Bank as conclusive evidence that such resolution has been duly adopted and is in full force and effect.

(g) The permissive right of the Trustee to do things enumerated in this Indenture shall not be construed as a duty and the Trustee shall not be answerable for such other than for its gross negligence or willful default.

(h) At any and all reasonable times the Trustee and its duly authorized agents, attorneys, experts, engineers, accountants and representatives shall have the right to inspect any and all of the books, papers and records of the Bank pertaining to the Revenues and receipts pledged to the payment of the Bonds, and to take such memoranda from and in regard thereto as may be desired.

(i) The Trustee shall not be required to give any bond or surety in respect of the execution of the said trusts and powers or otherwise in respect of the premises.

(j) Notwithstanding anything elsewhere in this Indenture contained, the Trustee shall have the right, but shall not be required, to demand, in respect of the authentication of any Bonds, the withdrawal of any cash, or the taking of any action whatsoever within the purview of this Indenture, and to demand any showings, certificates, opinions, appraisals or other information, or corporate action or evidence thereof, in addition to that by the terms hereof required as a condition of such action, deemed desirable by the Trustee for the purpose of establishing the right of the Bank to the authentication of any Bonds.

(k) Before taking any action referred to in Sections 10.02, 10.03 or 10.07 hereof, the Trustee may require that satisfactory security and/or indemnity be furnished for reimbursement of all expenses to which the Trustee may be put and to protect the Trustee against all liability, except liability which is adjudicated to have resulted from its gross negligence or willful default.

(l) All moneys received by the Trustee shall, until used, applied or invested as herein provided, be held in trust for the purposes for which they were received but need not be segregated from other funds except to the extent required by law. The Trustee shall not be under any liability for interest on any moneys received hereunder except such as may be agreed upon in writing.

(m) The Trustee for all purposes of this Indenture shall be deemed to be aware of any Event of Default in the payment of principal, premium, if any, or interest on any of the Bonds.

SECTION 11.02. Fees, Charges and Expenses of the Trustee. The Trustee shall be entitled to prompt payment and reimbursement upon demand for reasonable fees for its services rendered hereunder and all advances, counsel fees and other expenses reasonably and necessarily made or incurred by the Trustee in connection with such services. The Trustee shall be entitled to payment and reimbursement for the reasonable fees and charges of the Trustee as paying agent and registrar for the Bonds but only as hereinabove 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 or interest on any Bond upon the Trust Estate for the foregoing fees, charges and expenses incurred by it, respectively.

SECTION 11.03. Intervention by the Trustee. In any judicial proceeding to which the Bank is a party and which in the opinion of the Trustee and its Counsel has a substantial bearing on the interests of the owners of the Bonds, the Trustee may intervene on behalf of the Bondholders, and shall do so if requested in writing by the Beneficial Owners of at least twenty-five percent (25%) of the aggregate principal amount of Bonds Outstanding upon receiving security and/or indemnification satisfactory to the Trustee.

SECTION 11.04. Successor Trustee. Any corporation or association into which the Trustee may be converted or merged, or with which it may be consolidated, or to which it may sell or transfer its trust business and assets as a whole or substantially as a whole, or any corporation or association resulting from any such conversion, sale, merger, consolidation or transfer to which it is a party ("Reorganization"), ipso facto shall be and become successor Trustee hereunder, if legally qualified to serve as such, and vested with all of the title to the Trust Estate and all the trusts, powers, discretions, immunities, privileges and all other matters as was its predecessor, without the execution or filing of any instrument or any further act, deed or conveyance on the part of any of the parties hereto, anything herein to the contrary notwithstanding; provided that within thirty (30) days of the effective date of such Reorganization, the Bank may object to such corporation or association becoming successor Trustee by filing written notice of such objection with the Trustee and by mailing such notice to each Bondholder whereupon a successor or temporary Trustee shall be appointed in accordance with Section 11.07 hereof.

SECTION 11.05. Resignation by the Trustee. The Trustee and any successor Trustee may at any time resign by giving thirty (30) days' written notice by registered or certified mail to the Bank, the City, the Bond Insurer and the owner of each Bond as shown by the list of Bondholders required by this Indenture to be kept at the office of the Trustee, and such resignation shall only take effect upon the appointment of a successor Trustee in accordance with Section 11.07 and acceptance of such appointment by the successor Trustee. Notwithstanding any other provision of this Indenture, no removal, resignation or termination of the Trustee shall take effect until a successor shall be appointed.

SECTION 11.06. Removal of the Trustee. The Trustee may be removed at any time with or without cause by an instrument or concurrent instruments in writing delivered to the Trustee, the City and the Bank and signed by the (a) the City, or (b) the Beneficial Owners of a majority in aggregate principal amount of all Bonds Outstanding or their duly authorized attorneys-in-fact. Notice of the removal of the Trustee shall be given in the same manner as provided in Section 11.05 hereof with respect to the resignation of the Trustee. So long as no Event of Default or an event which, with the passage of time would become an Event of Default, shall have occurred and be continuing, the Trustee may be removed at any time for cause by resolution or other official written action taken by the Bank and the City with such written action to be filed with the Trustee.

SECTION 11.07. Appointment of Successor Trustee by the Bondholders; Temporary Trustee. In case the Trustee shall resign or be removed, or be dissolved; or shall be in course of dissolution or liquidation, or otherwise become incapable of acting hereunder, or in case it shall be taken under the control of any public officer or officers, or of a receiver appointed by a court, a successor may be appointed by the owners of a majority in aggregate principal amount of all Bonds Outstanding, by an instrument or concurrent instruments in writing signed by such owners, or by their duly authorized attorneys-in-fact, a copy of which shall be delivered personally or sent by registered mail to the Bank and the City. 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 temporary 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 having its principal place of business in the United States of America duly authorized to exercise trust powers and 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. Acceptance of Appointment by Successor Trustee. Every successor Trustee appointed hereunder shall execute, acknowledge and deliver to its predecessor and also to the Bank and the City 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 or the City, 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 every predecessor Trustee shall deliver all securities, moneys and other property or documents held by it as Trustee hereunder to its successor hereunder. Should any instrument in writing from the Bank be required by any successor Trustee for more fully and certainly vesting in such successor the estate, rights, powers and duties hereby vested or intended to be vested in the predecessor, any and all such instruments in writing shall, on request, be executed, acknowledged and delivered by the Bank. The resignation of any Trustee and the instrument or instruments removing any Trustee and appointing a successor hereunder, together with all other instruments provided for in this Article, shall be filed or recorded by the successor Trustee in each recording office where this Indenture shall have been filed or recorded.

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, agents, and employees, harmless from and against all liabilities, losses, damages, costs, expenses (including attorneys' fees and expenses of the Trustee), taxes, causes of action, suits, claims, demands and judgments of any nature arising from:

(a) violation of any agreement, provision or condition of this Indenture, the City Bond, the Bonds, the General Bond Resolution or the Series 2026 Supplemental Bond Resolution, except a violation by the Trustee resulting from the Trustee's gross negligence or willful misconduct;

(b) any statement or information relating to the expenditure of the proceeds of the Bonds contained in the "Arbitrage Certificate" or similar document furnished by the City to the Bank which, at the time made, is misleading, untrue or incorrect in any material respect; and

(c) any untrue statement or alleged untrue statement of a material fact contained in any offering materials relating to the sale or remarketing of the Bonds (as from time to time amended or supplemented) or arising out of or based upon the omission or alleged omission to state therein a material fact required to be stated therein or necessary in order to make the statements therein not misleading, or failure to properly register or otherwise qualify the sale of the Bonds or failure to comply

with any licensing or other law or regulation which would affect the manner whereby or to whom the Bonds could be sold.

Promptly after receipt by the Trustee of notice of the commencement of any action with respect to which security and/or indemnity may be sought against the Bank under this Section, the Trustee will notify the Bank in writing of the commencement thereof, and, subject to the provisions hereinafter stated, the Bank shall assume the defense of such action (including the employment of Counsel or such other person as the case may be, and the payment of expenses). Insofar as such action shall relate to any alleged liability with respect to which security and/or indemnity may be sought against the Bank, the Trustee shall have the right to employ separate Counsel in any such action and to participate in the defense thereof, but the fees and expenses of such Counsel shall not be at the expense of the Bank unless the employment of such Counsel has been specifically authorized by the Bank. The Bank shall not be liable to indemnify any person for any settlement of any such action effected without its consent.

The provisions of this Section 11.09 shall survive the payment and discharge of the City Bond and the Bonds.

SECTION 11.10. Successor Trustee as Trustee of Funds, Paying Agent and Registrar. In the event of a change in the office of Trustee, the predecessor Trustee which has resigned or been removed shall cease to be Trustee of the funds provided hereunder and registrar and paying agent for principal of, premium, if any, and interest on the Bonds, and the successor Trustee shall become such Trustee, registrar and paying agent.

**ARTICLE XII
SUPPLEMENTAL INDENTURES**

SECTION 12.01. Supplemental Indentures not Requiring Consent of Bondholders. The Bank and the Trustee may, without the consent of, or notice to, any of the Bondholders, enter into an indenture or indentures supplemental to this Indenture for any one or more of the following purposes:

- (a) To cure any ambiguity or formal defect or omission in this Indenture;
- (b) To grant to or confer upon the Trustee for the benefit of the Bondholders any additional benefits, rights, remedies, powers or authorities that may lawfully be granted to or conferred upon the Bondholders or the Trustee, or to make any change which, in the opinion of Bond Counsel, does not materially and adversely affect the interest of the owners of Outstanding Bonds and does not require unanimous consent of the Bondholders pursuant to Section 12.02 hereof;
- (c) To subject to this Indenture additional Revenues, properties or collateral;
- (d) To modify, amend or supplement this Indenture or any indenture supplemental hereto in such a 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 they so determine, 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; and
- (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.

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 Bond Insurer and the owners of not less than a majority in aggregate principal amount of the Bonds Outstanding which are affected (exclusive of Bonds held by the Bank), shall have the right, from time to time, anything contained in this Indenture to the contrary notwithstanding, to consent to and approve the execution by the Bank and the Trustee of such other indenture or indentures supplemental hereto as shall be deemed necessary and desirable by the Trustee for the purpose of modifying, altering, amending, adding to or rescinding, in any particular, any of the terms or provisions contained in this Indenture or in any Supplemental Indenture; provided, however, that nothing in this Section contained shall permit, or be construed as permitting, without the consent of the Bond Insurer and the owners of all then Outstanding Bonds, (a) an extension of the maturity of the principal of or the interest on any Bond issued hereunder, or (b) a reduction in the principal amount of any Bond or change in the rate of interest, 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 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 secured

and/or indemnified with respect to expenses, cause notice of the proposed execution of such Supplemental Indenture to be mailed by registered or certified mail to each owner of a Bond at the address shown on the registration records maintained by the Trustee. Such notice shall briefly set forth the nature of the proposed Supplemental Indenture and shall state that copies thereof are on file at the Principal Office of the Trustee for inspection by all Bondholders. If, within sixty (60) days, or such longer period as shall be prescribed by the Bank, following the mailing of such notice, the owners of not less than fifty-one percent (51%) in aggregate principal amount of the Bonds Outstanding at the time of the execution of any such Supplemental Indenture (exclusive of Bonds held by the Bank) shall have consented to and approved the execution of such Supplemental Indenture as provided in Section 12.01 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 permitted and provided in this Section, this Indenture shall be and be deemed to be modified and amended in accordance therewith.

[Remainder of this page intentionally left blank]

**ARTICLE XIII
RESERVE FUND CREDIT FACILITY**

SECTION 13.01. Provisions Relating to the Reserve Fund Credit Facilities. The City and the Bank have entered into the Insurance and Reimbursement Agreement with the Reserve Fund Credit Facility Issuer with respect to separate Reserve Fund Credit Facilities for the Series 2026 Bonds and in the event of any conflict between the provisions hereof and the Insurance and Reimbursement Agreement, the terms and provisions of the Insurance and Reimbursement Agreement shall prevail.

SECTION 13.02. Claims Upon the Reserve Fund Credit Facility and Payments to the Reserve Fund Credit Facility Provider.

(a) The Bank, shall repay or cause the City to repay any draws under the Reserve Fund Credit Facility and pay all related reasonable expenses incurred by the Reserve Fund Credit Facility Issuer and shall pay interest thereon from the date of payment by the Reserve Fund Credit Facility Issuer at the Late Payment Rate. "Late Payment Rate" means the lesser of (x) the greater of (i) the per annum rate of interest, publicly announced from time to time by JPMorgan Chase Bank at its principal office in the City of New York, as its prime or base lending rate ("Prime Rate") (any change in such Prime Rate to be effective on the date such change is announced by JPMorgan Chase Bank) plus 3%, and (ii) the then applicable highest rate of interest on the Series 2026 Bonds and (y) the maximum rate permissible under applicable usury or similar laws limiting interest rates. The Late Payment Rate shall be computed on the basis of the actual number of days elapsed over a year of 360 days. In the event JPMorgan Chase Bank ceases to announce its Prime Rate publicly, Prime Rate shall be the publicly announced prime or base lending rate of such national bank as the Reserve Fund Credit Facility Issuer shall specify. If the interest provisions of this subparagraph (a) shall result in an effective rate of interest which, for any period, exceeds the limit of the usury or any other laws applicable to the indebtedness created herein, then all sums in excess of those lawfully collectible as interest for the period in question shall, without further agreement or notice between or by any party hereto, be applied as additional interest for any later periods of time when amounts are outstanding hereunder to the extent that interest otherwise due hereunder for such periods plus such additional interest would not exceed the limit of the usury or such other laws, and any excess shall be applied upon principal immediately upon receipt of such moneys by the Reserve Fund Credit Facility Issuer, with the same force and effect as if the Bank or City had specifically designated such extra sums to be so applied and the Reserve Fund Credit Facility Issuer had agreed to accept such extra payment(s) as additional interest for such later periods. In no event shall any agreed-to or actual exaction as consideration for the indebtedness created herein exceed the limits imposed or provided by the law applicable to this transaction for the use or detention of money or for forbearance in seeking its collection.

Repayment of draws and payment of expenses and accrued interest thereon at the Late Payment Rate (collectively, "**Reserve Fund Credit Facility Costs**") shall commence in the first month following each draw, and each such monthly payment shall be in an amount at least equal to 1/12 of the aggregate of Reserve Fund Credit Facility Costs related to such draw.

Amounts in respect of Reserve Fund Credit Facility Costs paid to the Reserve Fund Credit Facility Issuer shall be credited first to interest due, then to the expenses due and then to principal due. As and to the extent that payments are made to the Reserve Fund Credit Facility Issuer on account of principal due, the coverage under the Reserve Fund Credit Facility will be increased by a like amount, subject to the terms of the Reserve Fund Credit Facility. The obligation to pay Reserve Fund Credit

Facility Costs shall be secured by a valid lien on all revenues and other collateral pledged as security for the Series 2026 Bonds (subject only to the priority of payment provisions set forth under this Indenture).

All cash and investments in the Debt Service Reserve Fund shall be transferred to the General Account of the General Fund for payment of debt service on Series 2026 Bonds before any drawing may be made on the Debt Service Reserve Fund Credit Facility or any other credit facility credited to the Debt Service Reserve Fund in lieu of cash ("**Credit Facility**"). Payment of any Reserve Fund Credit Facility Costs shall be made prior to replenishment of any such cash amounts. Draws on all Credit Facilities (including the Reserve Fund Credit Facility) on which there is available coverage shall be made on a pro-rata basis (calculated by reference to the coverage then available thereunder) after applying all available cash and investments in the Debt Service Reserve Fund. Payment of Reserve Fund Credit Facility Costs and reimbursement of amounts with respect to other Credit Facilities shall be made on a pro-rata basis prior to replenishment of any cash drawn from the Debt Service Reserve Fund. For the avoidance of doubt, "available coverage" means the coverage then available for disbursement pursuant to the terms of the applicable alternative credit instrument without regard to the legal or financial ability or willingness of the provider of such instrument to honor a claim or draw thereon or the failure of such provider to honor any such claim or draw.

(b) If the Bank or the City shall fail to pay any Reserve Fund Credit Facility Costs in accordance with the requirements of subparagraph (a) hereof, the Reserve Fund Credit Facility Issuer shall be entitled to exercise any and all legal and equitable remedies available to it, including those provided under this Indenture other than (i) acceleration of the maturity of the Series 2026 Bonds or (ii) remedies which would adversely affect owners of the Series 2026 Bonds.

(c) This Indenture shall not be discharged until all Reserve Fund Credit Facility Costs owing to the Reserve Fund Credit Facility Issuer shall have been paid in full. The obligation to pay such amounts shall expressly survive payment in full of the Series 2026 Bonds.

(d) The Trustee shall ascertain the necessity for a claim upon the Reserve Fund Credit Facility in accordance with the provisions of subparagraph (a) hereof and shall provide notice to the Reserve Fund Credit Facility Issuer in accordance with the terms of the Reserve Fund Credit Facility at least five (5) business days prior to each date upon which interest or principal is due on the Series 2026 Bonds.

ARTICLE XIV
BOND INSURANCE POLICY

SECTION 14.01. Provisions Relating to Bond Insurance Policy. The provisions of this Section shall govern, notwithstanding anything to the contrary set forth in this Indenture:

(a) Notwithstanding anything to the contrary set forth in this Indenture, amounts on deposit in the Debt Service Reserve Fund shall be applied solely to the payment of debt service due on the Series 2026 Bonds until the Series 2026 Bonds are no longer Outstanding.

(b) The Bond Insurer shall be deemed to be the sole holder of the Series 2026 Bonds for the purpose of exercising any voting right or privilege or giving any consent or direction or taking any other action that the holders of the Series 2026 Bonds are entitled to take pursuant to the provisions of this Indenture pertaining to (i) defaults and remedies; and (ii) the duties and obligations of the Trustee.

(c) The Series 2026 Bonds shall not be accelerated without the consent of the Bond Insurer and in the event any maturity of the Series 2026 Bonds is accelerated, the Bond Insurer may elect, in its sole discretion, to pay accelerated principal and interest accrued, on such principal to the date of acceleration (to the extent unpaid by the Bank) and the Trustee shall be required to accept such amounts. Upon payment of such accelerated principal and interest accrued to the acceleration date as provided above, the Bond Insurer's obligations under the Bond Insurance Policy with respect to such Series 2026 Bonds shall be fully discharged.

(d) To the extent that this Indenture confers upon or gives or grants to the Bondholders any right, remedy or claim under or by reason of this Indenture, the Bond Insurer is explicitly recognized as being a third party beneficiary hereunder and may enforce any such right, remedy or claim conferred, given or granted hereunder.

(e) Upon the occurrence of an optional redemption in part, the selection of Series 2026 Bonds to be redeemed shall be subject to the approval of the Bond Insurer. The exercise of any provision of this Indenture which permits the purchase of Series 2026 Bonds in lieu of redemption shall require the prior written approval of the Bond Insurer if any Series 2026 Bond so purchased is not cancelled upon purchase.

(f) Any amendment, supplement or modification to, or waiver of, this Indenture or any other transaction document, including any underlying security agreement (each a "Related Document"), that requires the consent of Bondholders or adversely affects the rights and interests of the Bond Insurer shall be subject to the prior written consent of the Bond Insurer.

(g) The rights granted to the Bond Insurer under this Indenture or any other Related Document to request, consent to or direct any action are rights granted to the Bond Insurer in consideration of its issuance of the Bond Insurance Policy. Any exercise by the Bond Insurer of such rights is merely an exercise of the Bond Insurer's contractual rights and shall not be construed or deemed to be taken for the benefit, or on behalf, of the Bondholders and such action does not evidence any position of the Bond Insurer, affirmative or negative, as to whether the consent of the Bondholders or any other person is required in addition to the consent of the Bond Insurer.

(h) Only (1) cash, (2) non-callable direct obligations of the United States of America ("Treasuries"), (3) evidences of ownership of proportionate interests in future interest and principal

payments on Treasuries held by a bank or trust company as custodian, under which the owner of the investment is the real party in interest and has the right to proceed directly and individually against the obligor and the underlying Treasuries are not available to any person claiming through the custodian or to whom the custodian may be obligated, (4) subject to the prior written consent of the Bond Insurer, pre-refunded municipal obligations rated "AAA" and "Aaa" by S&P and Moody's, respectively, or (5) subject to the prior written consent of the Bond Insurer, securities eligible for "AAA" defeasance under then existing criteria of S & P or any combination thereof, shall be used to effect defeasance of the Series 2026 Bonds unless the Bond Insurer otherwise approves.

(i) Series 2026 Bonds shall be deemed "Outstanding" under this Indenture unless and until they are in fact paid and retired or the above criteria are met.

(j) Amounts paid by the Bond Insurer under the Bond Insurance Policy shall not be deemed paid for purposes of this Indenture and the Series 2026 Bonds relating to such payments shall remain Outstanding and continue to be due and owing until paid by the Bank in accordance with this Indenture. This Indenture shall not be discharged unless all amounts due or to become due to the Bond Insurer have been paid in full or duly provided for.

(k) Each of the Bank and Trustee covenant and agree to take such action (including, as applicable, filing of UCC financing statements and continuations thereof) as is necessary from time to time to preserve the priority of the pledge of the Trust Estate under applicable law.

SECTION 14.02. Claims Upon the Bond Insurance Policy and Payments by and to the Bond Insurer. As long as the Bond Insurance Policy shall be in full force and effect, the Bank, the Trustee and any paying agent agree to comply with the following provisions:

(a) If, on the third Business Day prior to the related scheduled Interest Payment Date there is not on deposit with the Trustee, after making all transfers and deposits required under this Indenture, moneys sufficient to pay the principal of and interest on the Series 2026 Bonds due on such Interest Payment Date, the Trustee shall give notice to the Bond Insurer and to its designated agent (if any) (the "Bond Insurer's Fiscal Agent") by telephone or telecopy of the amount of such deficiency by 12:00 noon, New York City time, on such Business Day. If, on the second Business Day prior to the related Interest Payment Date, there continues to be a deficiency in the amount available to pay the principal of and interest on the Series 2026 Bonds due on such Interest Payment Date, the Trustee shall make a claim under the Bond Insurance Policy and give notice to the Bond Insurer and the Bond Insurer's Fiscal Agent (if any) by telephone of the amount of such deficiency, and the allocation of such deficiency between the amount required to pay interest on the Series 2026 Bonds and the amount required to pay principal of the Series 2026 Bonds, confirmed in writing to the Bond Insurer and the Bond Insurer's Fiscal Agent by 12:00 noon, New York City time, on such second Business Day by filling in the form of Notice of Claim and Certificate delivered with the Bond Insurance Policy.

(b) The Trustee shall designate any portion of payment of principal on Series 2026 Bonds paid by the Bond Insurer, whether by virtue of maturity or other advancement of maturity, on its books as a reduction in the principal amount of Series 2026 Bonds registered to the then current Bondholder, whether DTC or its nominee or otherwise, and shall issue a replacement Series 2026 Bond to the Bond Insurer, registered in the name of Assured Guaranty Inc., in a principal amount equal to the amount of principal so paid (without regard to authorized denominations); provided that the Trustee's failure to so designate any payment or issue any replacement Series 2026 Bond shall have no effect on the amount

of principal or interest payable by the Bank on any Series 2026 Bond or the subrogation rights of the Bond Insurer.

(c) The Trustee shall keep a complete and accurate record of all funds deposited by the Bond Insurer into the Policy Payments Account (defined below) and the allocation of such funds to payment of interest on and principal of any Series 2026 Bond. The Bond Insurer shall have the right to inspect such records at reasonable times upon reasonable notice to the Trustee.

(d) Upon payment of a claim under the Bond Insurance Policy, the Trustee shall establish a separate special purpose trust account for the benefit of Bondholders referred to herein as the "Policy Payments Account" and over which the Trustee shall have exclusive control and sole right of withdrawal. The Trustee shall receive any amount paid under the Bond Insurance Policy in trust on behalf of Bondholders and shall deposit any such amount in the Policy Payments Account and distribute such amount only for purposes of making the payments for which a claim was made. Such amounts shall be disbursed by the Trustee to Bondholders in the same manner as principal and interest payments are to be made with respect to the Series 2026 Bonds under the sections hereof regarding payment of Series 2026 Bonds. It shall not be necessary for such payments to be made by checks or wire transfers separate from the check or wire transfer used to pay debt service with other funds available to make such payments. Notwithstanding anything herein to the contrary, the Bank agrees to pay to the Bond Insurer (i) a sum equal to the total of all amounts paid by the Bond Insurer under the Bond Insurance Policy (the "Insurer Advances"); and (ii) interest on such Insurer Advances from the date paid by the Bond Insurer until payment thereof in full, payable to the Bond Insurer at the Late Payment Rate per annum (collectively, the "Insurer Reimbursement Amounts"). "Late Payment Rate" means the lesser of (a) the greater of (i) the per annum rate of interest, publicly announced from time to time by JPMorgan Chase Bank at its principal office in The City of New York, as its prime or base lending rate (any change in such rate of interest to be effective on the date such change is announced by JPMorgan Chase Bank) plus 3%, and (ii) the then applicable highest rate of interest on the Series 2026 Bonds and (b) the maximum rate permissible under applicable usury or similar laws limiting interest rates. The Late Payment Rate shall be computed on the basis of the actual number of days elapsed over a year of 360 days. The Bank hereby covenants and agrees that the Insurer Reimbursement Amounts are secured by a lien on and pledge of the Trust Estate and payable solely out of the revenues and funds pledged under the Trust Estate on a parity with debt service due on the Series 2026 Bonds.

(e) Funds held in the Policy Payments Account shall not be invested by the Trustee and may not be applied to satisfy any costs, expenses or liabilities of the Trustee. Any funds remaining in the Policy Payments Account following an Interest Payment Date shall promptly be remitted to the Bond Insurer.

(f) The Bond Insurer shall, to the extent it makes any payment of principal of or interest on the Series 2026 Bonds, become subrogated to the rights of the recipients of such payments in accordance with the terms of the Bond Insurance Policy. Each obligation of the Bank to the Bond Insurer under the Related Documents shall survive discharge or termination of such Related Documents.

(g) After payment of reasonable expenses of the Trustee, the application of funds realized upon default shall be applied to the payment of expenses of the Bank or rebate only after the payment of past due and current debt service on the Series 2026 Bonds and amounts required to restore the Debt Service Reserve Fund to the Debt Service Reserve Requirement.

(h) The Bond Insurer shall be entitled to pay principal or interest on the Series 2026 Bonds that shall become Due for Payment but shall be unpaid by reason of Nonpayment by the Bank (as such terms are defined in the Bond Insurance Policy) and any amounts due on the Series 2026 Bonds as a result of acceleration of the maturity thereof in accordance with the Indenture, whether or not the Bond Insurer has received a Notice of Nonpayment (as such terms are defined in the Bond Insurance Policy) or a claim upon the Bond Insurance Policy.

(i) The Bond Insurer shall be provided with the following information by the Bank, the City or the Trustee, as the case may be:

(i) Annual audited financial statements within 180 days after the end of the City's fiscal year (together with a certification of the City that it is not aware of any default or Event of Default under the City Bond), and the City's annual budget within 30 days after the approval thereof together with such other information, data or reports as the Bond Insurer shall reasonably request from time to time;

(ii) Notice of any draw upon the Debt Service Reserve Fund within two Business Days after knowledge thereof other than (i) withdrawals of amounts in excess of the Debt Service Reserve Requirement and (ii) withdrawals in connection with a refunding of Series 2026 Bonds;

(iii) Notice of any Event of Default known to the Trustee or Bank within five (5) Business Days after knowledge thereof;

(iv) Prior notice of the advance refunding or redemption of any of the Series 2026 Bonds, including the principal amount, maturities and CUSIP numbers thereof;

(v) Notice of the resignation or removal of the Trustee and Bond Registrar and the appointment of, and acceptance of duties by, any successor thereto;

(vi) Notice of the commencement of any proceeding by or against the Bank or the City commenced under the United States Bankruptcy Code or any other applicable bankruptcy, insolvency, receivership, rehabilitation or similar law (an "Insolvency Proceeding");

(vii) Notice of the making of any claim in connection with any Insolvency Proceeding seeking the avoidance as a preferential transfer of any payment of principal of, or interest on, the Series 2026 Bonds;

(viii) A full original transcript of all proceedings relating to the execution of any amendment, supplement, or waiver to this Indenture, the Series 2026 Supplemental Bond Resolution and the City Bond;

(ix) All reports, notices and correspondence to be delivered to Bondholders under the terms of the Related Documents; and

(x) In addition, to the extent that the Bank has entered into a continuing disclosure agreement, covenant or undertaking with respect to the Series 2026 Bonds, all information furnished pursuant to such agreements shall also be provided to the Bond Insurer, simultaneously with the furnishing of such information.

(j) The Bond Insurer shall have the right to receive such additional information as it may reasonably request.

(k) The Bank will permit the Bond Insurer to discuss the affairs, finances and accounts of the Bank or any information the Bond Insurer may reasonably request regarding the security for the Series 2026 Bonds with appropriate officers of the Bank and will use commercially reasonable efforts to enable the Bond Insurer to have access to the facilities, books and records of the Bank and the City on any business day upon reasonable prior notice.

(l) The Trustee shall notify the Bond Insurer of any failure of the Bank or the City to provide notices, certificates and other information under the transaction documents.

(m) In determining whether any amendment, consent, waiver or other action to be taken, or any failure to take action, under the Indenture would adversely affect the security for the Series 2026 Bonds or the rights of the Bondholders, the Trustee shall consider the effect of any such amendment, consent, waiver, action or inaction as if there were no Bond Insurance Policy.

(n) No contract shall be entered into or any action taken by which the rights of the Bond Insurer or security for or sources of payment of the Series 2026 Bonds may be impaired or prejudiced in any material respect except upon obtaining the prior written consent of the Bond Insurer.

[Remainder of this page intentionally left blank]

**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 agent appointed in writing. Proof of the execution of any such consent, request, direction, approval, objection or other instrument or of the writing appointing any such agent and of the ownership of Bonds, if made in the following manner, shall be sufficient for any of the purposes of this Indenture, and shall be conclusive in favor of the Trustee with regard to any action taken by it or them under such request or other instrument, namely:

(a) The fact and date of the execution by any person of any such writing may be proved (i) by the certificate of any officer in any jurisdiction who by law has power to take acknowledgments within such jurisdiction that the person signing such writing acknowledged before such officer the execution thereof, or (ii) by an affidavit of any witness to such execution.

(b) The fact of ownership of Bonds and the amount or amounts, numbers and other identification of Bonds, and the date of holding the same shall be proved by the Bond Register maintained by the Trustee pursuant to Section 3.06 hereof.

SECTION 15.02. Limitation of Rights. With the exception of rights herein expressly conferred, nothing expressed or mentioned in or to be implied from this Indenture or the Bonds is intended or shall be construed to give to any person or company, other than the parties hereto, the Bond Insurer and the owners of the Bonds, any legal or suitable right, remedy or claim under or in respect to this Indenture or any covenant, condition or provision 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 Purchaser or the Bond Insurer shall also be given to the others. 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 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.

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. 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 this 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 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, all as of the day and year first above written.

(SEAL)

MISSISSIPPI DEVELOPMENT BANK

By _____
Executive Director

ATTEST:

By _____
Secretary

(SEAL)

THE PEOPLES BANK, as Trustee

By _____
Title _____

[CITY BOND FORM]

THIS CITY BOND HAS BEEN ASSIGNED TO THE PEOPLES BANK, AS TRUSTEE (THE "TRUSTEE") UNDER AN INDENTURE OF TRUST, DATED AS OF _____, 2026, BY AND BETWEEN THE MISSISSIPPI DEVELOPMENT BANK AND THE TRUSTEE. THIS CITY BOND IS REGISTERED IN THE NAME OF THE TRUSTEE AND IS NON-TRANSFERRABLE EXCEPT AS PERMITTED IN THE INDENTURE.

UNITED STATES OF AMERICA
STATE OF MISSISSIPPI
HINDS COUNTY

CITY OF JACKSON, MISSISSIPPI
GENERAL OBLIGATION WATER AND SEWER REFUNDING BOND,
SERIES 2026

NO. R-1

\$ _____

Rate of Interest	Maturity	Date of Original Issue
Semiannually, as set forth herein	September 1, 2038	_____, 2026

REGISTERED OWNER: The Peoples Bank,
As Assignee of the Mississippi Development Bank

PRINCIPAL AMOUNT: _____ DOLLARS

The City of Jackson, Mississippi (the "City"), a body politic existing under the Constitution and laws of the State of Mississippi, acknowledges itself to owe and for value received, promises to pay in lawful money of the United States of America to the Registered Owner identified above, upon the presentation and surrender hereof, at the corporate trust office of The Peoples Bank in Biloxi, Mississippi, or its successor, as paying agent (the "Paying Agent") for the General Obligation Water and Sewer Refunding Bond, Series 2026 of the City (this "City Bond"), on the maturity date identified above, the principal amount identified above. Payment of the principal amount of this City Bond shall be made to the Registered Owner hereof who shall appear in the registration records of the City maintained by The Peoples Bank, Biloxi, Mississippi, or its successor, as transfer agent for this City Bond (the "Transfer Agent") at the times and periods as provided in the Indenture (as hereinafter defined).

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

Payments of principal of and interest on this City Bond shall be made by check or draft mailed to such Registered Owner at its address as such address appears on such registration records in time to reach the Registered Owner at least five (5) days prior to an Interest Payment Date (as defined in the Indenture).

This City Bond is issued under the authority of the Constitution and statutes of the State of Mississippi, including Sections 21-27-11 *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 (collectively, the "Act"), and by the further authority of proceedings duly had by the City Council of the City (the "City Council"), including a General Bond Resolution adopted by the City Council on March 11, 1993, as the same may be amended from time to time, including amendments adopted by the City Council on March 16, 2004, July 18, 2011, August 7, 2012 and May 14, 2013 (collectively, the "General Bond Resolution"), and a Series 2026 Supplemental Bond Resolution adopted by the City Council on _____, 2026 (the "Series 2026 Supplemental Bond Resolution").

This City Bond is issued in the aggregate authorized principal amount of _____ Dollars (\$ _____) for the purpose of (a) financing the Refunding Project, (b) funding capitalized interest and (c) paying the costs of issuance of this City Bond and the Bank Bonds (as hereinafter defined), including, but not limited to, any premium for bond insurance and a surety bond for the Bank Bonds.

The City will duly and punctually pay the principal of, premium, if any, and interest on this City Bond at the dates and the places and in the manner mentioned in the Series 2026 Supplemental Bond Resolution, according to the true intent and meaning thereof. Notwithstanding any schedule of payments upon this City Bond, the City agrees to make payments upon this 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 \$ _____ Mississippi Development Bank Special Obligation Bonds, Series 2026 (City of Jackson, Mississippi General Obligation Water and Sewer Refunding Bond Project) (the "Bank Bonds"), outstanding under the Indenture of Trust, by and between the Mississippi Development Bank (the "Bank") and The Peoples Bank, Biloxi, Mississippi, as trustee (the "Trustee"), dated as of _____ 1, 2026 (the "Indenture") when due whether upon a scheduled interest payment date or at maturity.

Reference is hereby made to the General Bond Resolution and the Series 2026 Supplemental 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 this City Bond is or may be issued and secured. Purchasers of the Bank Bonds are deemed to have consented in writing to the terms and provisions of the General Bond Resolution, including, but not limited to, the amendments adopted by the City Council on _____, 2026.

The principal of, premium, if any, and interest on this City Bond shall be payable by a special tax to be levied annually by the City, without limitation as to time, rate or amount, upon all of the taxable property within the geographical boundaries of the City adequate and sufficient to provide for the payment of the principal of, premium, if any, and interest on the City Bond as the same becomes due and from the gross revenues derived from the operation of the combined water and sewer system of the City (the "System"), subject to the prior payment of the reasonable and necessary expenses of operating

and maintaining the System, including certain amounts treated under the General Bond Resolution as expenses of operating and maintaining the System (the "**Net Revenues**") and from Tax Monies (as described in the Series 2026 Supplement Bond Resolution). This City Bond shall be a general obligation of the City payable as to principal of, premium, if any, and interest out of and secured by a special tax to be levied annually by the City, without limitation as to time, rate or amount, upon all of the taxable property within the geographical boundaries of the City adequate and sufficient to provide for the payment of the principal of, premium, if any, and interest on the City Bond as the same becomes due, along with a lien on the Net Revenues of the System as more fully described in the General Bond Resolution and the Tax Monies.

This City Bond is being issued on parity with the \$46,720,000 City of Jackson, Mississippi Water and Sewer System Revenue Refunding Bond, Series 2011A; the \$2,565,000 City of Jackson, Mississippi Water and Sewer System Revenue Refunding Bond, Series 2011B; the \$63,045,000 City of Jackson, Mississippi Water and Sewer System Revenue Refunding Bond, Series 2012A; the \$19,180,000 City of Jackson, Mississippi Water and Sewer System Revenue Refunding Bond, Series 2012B and \$89,990,000 City of Jackson, Mississippi Water and Sewer System Revenue Bond, Series 2013 (collectively, the "**Parity Bonds**").

THE GENERAL BOND RESOLUTION PROVIDES THAT UNDER CERTAIN CIRCUMSTANCES, ADDITIONAL BONDS MAY BE ISSUED BY THE CITY ON PARITY WITH THIS CITY BOND AND THE PARITY BONDS AND SECURED BY A PARITY LIEN ON NET REVENUES OF THE SYSTEM AND PAYABLE RATABLY FROM SUCH NET REVENUES ALONG WITH THIS CITY BOND AND THE PARITY BONDS.

The City covenants and agrees that it will perform all duties required by law, by the General Bond Resolution and by the Series 2026 Supplemental Bond Resolution; that it will apply the proceeds of this City Bond to the purposes set forth above; that, as long as this City Bond is outstanding, it will operate and maintain the System; that it will fix and maintain rates and make and collect charges for the services of the System, without regard to the user thereof, sufficient to provide for the operation and maintenance of the System in good repair and working order, to provide for the payment of the principal of and interest on this City Bond as the same shall mature and accrue, and to provide for such other funds and accounts required by the General Bond Resolution, all as set forth in the General Bond Resolution; and that such an amount of the gross revenues of the System remaining after paying the expenses of operating and maintaining the System as will maintain the payment of the principal and interest on this City Bond, as the same shall mature and accrue, is hereby irrevocably pledged to said purpose; provided that such pledge is on a parity with the Parity Bonds and any additional bonds issued pursuant to the General Bond Resolution.

This City Bond is the only evidence of indebtedness issued and outstanding under the Series 2026 Supplemental Bond Resolution. This City Bond has been purchased by the Bank and has been assigned to the Trustee under the Indenture. This City Bond is registered in the name of the Trustee and is non-transferrable except as provided in the Indenture.

The City and the Paying Agent may deem and treat the person in whose name this City Bond is registered as the absolute owner hereof, whether this City Bond shall be overdue or not, for the purpose of receiving payment of the principal of, premium, if any, and interest on this City Bond and for all other purposes. All such payments so made to the Registered Owner shall be valid and effectual to

satisfy and discharge the liability upon this City Bond to the extent of the sum or sums paid, and neither the City nor the Paying Agent shall be affected by any notice to the contrary.

Upon a default in payment under this City Bond, the Trustee may, as provided in the Indenture, the General Bond Resolution and the Series 2026 Supplemental Bond Resolution, declare the principal of and accrued interest on this City Bond to be due and payable immediately.

This City Bond shall only be redeemed under the Series 2026 Supplemental Bond Resolution to the extent and in the manner required to redeem the Bank Bonds pursuant to the provisions of the Indenture.

Modifications or alterations of the Series 2026 Supplemental Bond Resolution may be made only to the extent and under the circumstances permitted by the Indenture, the General Bond Resolution and the Series 2026 Supplemental Bond Resolution.

This City Bond shall not be valid or become obligatory for any purpose or be entitled to any benefit or security under the Series 2026 Supplemental Bond Resolution until the certificate of registration and authentication hereon shall have been signed by the Transfer Agent.

Capitalized terms used herein, but not defined herein, shall have the meanings given to such terms in the Series 2026 Supplemental Bond Resolution, the General Bond Resolution and the Indenture.

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 this City Bond, in order to make the same a legal and binding limited 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.

[The remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the City has caused this City Bond to be executed in its name by the manual or facsimile signature of the Mayor of the City, countersigned by the manual or facsimile signature of the City Clerk of the City, under the manual or facsimile seal of the City, which said manual or facsimile signatures and seal said officials adopt as and for their own proper signatures and seal, on this the ___ day of _____, 2026.

(SEAL)

CITY OF JACKSON, MISSISSIPPI

By _____
Mayor

COUNTERSIGNED:

City Clerk

CERTIFICATE OF REGISTRATION AND AUTHENTICATION

This City Bond is the City Bond described in the within mentioned Series 2026 Supplemental Bond Resolution and is the General Obligation Water and Sewer Refunding Bond, Series 2026, of the City of Jackson, Mississippi.

THE PEOPLES BANK, as Transfer Agent

By _____
Authorized Signatory

Date of Registration and Authentication: _____, 2026

REGISTRATION AND VALIDATION CERTIFICATE

**STATE OF MISSISSIPPI
COUNTY OF HINDS**

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 _____, 2026.

(SEAL)

City Clerk

[END CITY BOND FORM]

EXHIBIT B

FORM OF PRIVATE PLACEMENT AGREEMENT

PRIVATE PLACEMENT AGREEMENT

This PRIVATE PLACEMENT AGREEMENT, dated _____, 2026 (this "**Placement Agreement**"), is by and between CITY OF JACKSON, MISSISSIPPI (the "**City**"), a body politic existing under the Constitution and laws of the State of Mississippi (the "**State**") and, OPPENHEIMER & CO., INC., New York, New York and CARTY, HARDING & HEARN, INC. ("**Carty & Co.**"), Memphis, Tennessee (the "**Co-Placement Agents**").

WITNESSETH:

WHEREAS, the Mayor and City Council, acting for and on behalf of the City, has authorized the issuance of the City's General Obligation Water and Sewer Refunding Bonds, Series 2026, in the aggregate principal amount of \$ _____ (the "**Bonds**"), pursuant to the provisions of a Supplemental Bond Resolution, adopted on _____, 2026 (the "**Supplemental Bond Resolution**"); and

WHEREAS, the proceeds of the Bonds will be used to provide funds for the current refunding of certain maturities of (a) the outstanding amount of the \$46,720,000 (original principal amount) Mississippi Development Bank Special Obligation Bonds, Series 2011A (City of Jackson, Mississippi Water and Sewer System Revenue Refunding Bond Project), dated August 18, 2011, (b) the outstanding amount of the \$63,045,000 (original principal amount) Mississippi Development Bank Special Obligation Bonds, Series 2012A (City of Jackson, Mississippi Water and Sewer System Revenue Refunding Bond Project), dated August 29, 2012 and (c) the outstanding amount of the \$89,990,000 (original principal amount) Mississippi Development Bank Special Obligation Bonds, Series 2013 (City of Jackson, Mississippi Water and Sewer System Revenue Refunding Bond Project), dated June 27, 2013, as described in Schedule I hereto; and

WHEREAS, the Bonds are more fully described in the Supplemental Bond Resolution and in Schedule II attached hereto; and

WHEREAS, the City has employed the Placement Agent to act as its agent in connection with the private placement of the Bonds.

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

Definitions. All capitalized terms used herein and not otherwise herein defined shall have the meanings ascribed to them in the Supplemental Bond Resolution.

Appointment of Placement Agent. Pursuant to the Supplemental Bond Resolution and this Placement Agreement, the City hereby appoints the Placement Agent as exclusive placement agent with respect to the Bonds, and the Placement Agent and the Purchaser hereby accepts such appointment, with such duties as described herein and in the Supplemental Bond Resolution.

Placement of the Bonds. The Placement Agent hereby agrees, as the agent of the City, to place the Bonds with _____, _____, _____ (the "**Purchaser**") pursuant to the terms set forth in the Purchaser's Commitment to Finance, attached hereto as Schedule III. The Purchaser is

to purchase the Bonds at a price as set forth in Schedule IV (the "**Purchase Price**"). It is understood that the purchase of the Bonds by the Purchaser is subject to (a) receipt by the Placement Agent of an opinion of Butler Snow LLP, Ridgeland, Mississippi ("**Bond Counsel**") to the effect that the Bonds constitute valid and legally binding obligations of the City payable from and secured by an irrevocable pledge of the avails of a direct and continuing tax to be levied annually without limitation as to time, rate or amount upon all the taxable property within the geographical limits of the City, along with a pledge of the Net Revenues, as set forth in the Supplemental Bond Resolution, and to the effect that the interest on the Bonds is exempt from federal and State income taxes under existing laws, regulations, rulings and judicial decisions; (b) the delivery of certificates in form and tenor satisfactory to the Placement Agent and the Purchaser evidencing the proper execution and delivery of the Bonds and receipt of payment therefor, including a statement of the City, dated as of the date of such delivery, to the effect that there is no litigation pending or, to the knowledge of the signer or signers thereof, threatened relating to the issuance, sale and delivery of the Bonds; and (c) satisfaction of other conditions specified in the Supplemental Bond Resolution. The Purchaser shall be required to deposit the Purchase Price with the City on or before _____ (the "**Closing Date**"), as set forth in Schedule IV attached hereto. Subject to the purchase of the Bonds by the Purchaser, the City will pay \$ _____ from the proceeds of the Bonds or from other funds of the City to the Placement Agent for its Placement Agent Fee (the "**Placement Agent Fee**") on or after the Closing Date. The Bonds will be placed on the Closing Date with the Purchaser in accordance with the exemptions set forth in Rule 15c2-12 of the Securities and Exchange Commission.

Tax Exemption. Bond Counsel will deliver an opinion to the effect that interest on the Bonds is excludable from gross income for federal income tax purposes under existing statutes, regulations, rulings and court decisions.

Payment to the City. The Placement Agent agrees that it will, on the Closing Date, cause the Purchaser to transfer to the City, the Purchase Price in immediately available funds. If the Purchaser does not transfer to the City the Purchase Price of the Bonds to be purchased by it or otherwise refuses to purchase the Bonds, the Placement Agent will use its reasonable best efforts to arrange for a substitute Purchaser for the Bonds on the terms set forth in Section 3.

Limitation. Nothing contained in this Placement Agreement shall obligate the Placement Agent to purchase the Bonds in the event the Purchaser fails to pay the Purchase Price of the Bonds or in the event the Placement Agent is unable to arrange for the purchase of the Bonds.

Fees and Expenses. The Placement Agent Fee set forth herein represents the total compensation due to the Placement Agent for its services under this Placement Agreement.

The City is responsible for all other expenses and fees due in connection with the sale, delivery and issuance of the Bonds that are to be paid from the balance of the proceeds of the Bonds not utilized for the current refunding of the Prior Indebtedness or from other funds of the City.

Obligations of Placement Agent. The City acknowledges and agrees that this Placement Agreement does not constitute a guarantee by the Placement Agent to arrange the placement of the Bonds. It is understood that the Placement Agent's obligations under this Agreement are to use

reasonable efforts throughout the term of this Placement Agreement to perform the services described herein. The City acknowledges and agrees that the Placement Agent is being retained to act solely as placement agent for the Bonds, and not as an agent, advisor or fiduciary to the City, and that this Placement Agreement is not intended to confer rights or benefits on any member, affiliate, shareholder or creditor of the City or any other person or entity or to provide the City or any other person with any assurances that the transaction will be consummated.

The Placement Agent shall act as an independent contractor under this Placement Agreement, and not in any other capacity, including as a fiduciary. The City acknowledges and agrees that: (i) the transaction contemplated by this Placement Agreement is an arm's length, commercial transaction between the City and the Placement Agent in which the Placement Agent is acting solely as a principal and is not acting as a municipal advisor, financial advisor or fiduciary to the City; (ii) the Placement Agent has not assumed any advisory or fiduciary responsibility to the City with respect to the transaction contemplated hereby and the discussions, undertakings and procedures leading thereto (irrespective of whether the Placement Agent has provided other services or is currently providing other services to the City on other matters); (iii) the only obligations the Placement Agent has to the City with respect to the transaction contemplated hereby expressly are set forth in this Placement Agreement; and (iv) the City has consulted its own legal, accounting, tax, financial and other advisors, as applicable, to the extent it has deemed appropriate.

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

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

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

Investor Letter. The Purchaser shall execute an Investor Letter in substance and in force satisfactory to the City and the Placement Agent.

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

**CARTY, HARDING & HEARN, INC.,
as Co-Placement Agent**

By: _____
Title: Managing Director

**OPPENHEIMER & CO., INC.,
as Co-Placement Agent**

By: _____
Title: Managing Director

CITY OF JACKSON, MISSISSIPPI

By: _____
Mayor

ATTEST:

By: _____
City Clerk

(SEAL)

Approved and Acknowledged:

By: _____

Title _____

SCHEDULE I
REFUNDED BONDS

\$46,720,000 (original principal amount) Mississippi Development Bank Special Obligation Bonds, Series 2011A (City of Jackson, Mississippi Water and Sewer System Revenue Refunding Bond Project), dated August 18, 2011

Maturity Date	Interest Rate	Principal Amount	Redemption Date	Redemption Price
09/01/2026	5.000%	\$2,570,000		100%
09/01/2027	5.000	2,700,000		100%

\$63,045,000 (original principal amount) Mississippi Development Bank Special Obligation Bonds, Series 2012A (City of Jackson, Mississippi Water and Sewer System Revenue Refunding Bond Project), dated August 29, 2012

Maturity Date	Interest Rate	Principal Amount	Redemption Date	Redemption Price
09/01/2026	5.000%	\$3,750,000		100%
09/01/2027	5.000	3,940,000		100%

\$89,990,000 (original principal amount) Mississippi Development Bank Special Obligation Bonds, Series 2013 (City of Jackson, Mississippi Water and Sewer System Revenue Bond Project), dated June 27, 2013

Maturity Date	Interest Rate	Principal Amount	Redemption Date	Redemption Price
12/01/2026	6.750%	\$2,765,000		100%
12/01/2027	6.750%	2,960,000		100%

SCHEDULE II

MATURITY SCHEDULE

\$ __,000 __% Term Bond, due ____ 1, 20 __, Priced at __% to Yield __%

SCHEDULE III
COMMITMENT TO FINANCE

SCHEDULE IV
PURCHASE PRICE

Par Amount of Bonds	<u>\$33,604,000.00</u>
PURCHASE PRICE DUE TO CITY:	<u>\$33,604,000.00</u>

EXHIBIT C

FORM OF BOND PURCHASE AGREEMENT

§ _____
**MISSISSIPPI DEVELOPMENT BANK
SPECIAL OBLIGATION BONDS, SERIES 2026
(CITY OF JACKSON, MISSISSIPPI GENERAL OBLIGATION WATER AND SEWER
REFUNDING BOND PROJECT)**

BOND PURCHASE AGREEMENT

_____, 2026

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

City of Jackson, Mississippi
200 South President Street
Jackson, Mississippi 39205

Ladies and Gentlemen:

The undersigned, Oppenheimer & Co., Inc. and Carty, Harding & Hearn, Inc. ("Carty & Co."), (together, the "**Placement Agent**"), being duly authorized, offers to enter into the following agreement with the Mississippi Development Bank (the "**Bank**") and the City of Jackson, Mississippi (the "**City**"), which, upon your acceptance of this offer, will be binding upon the Bank and the City and upon the Placement Agent. This offer is made subject to your written acceptance of this Bond Purchase Agreement on or before 5:00 o'clock p.m., Mississippi Time, on _____, 2026, and, if not so accepted, will be subject to withdrawal by the Placement Agent upon written notice delivered by the Placement Agent to the Bank and the City at the above addresses, at any time prior to the acceptance hereof by you.

1. Purchase.

(a) Upon the terms and conditions and upon the basis of the representations, warranties and agreements set forth herein, the Placement Agent hereby agrees to purchase from the Bank for offering to the public, and the Bank hereby agrees to sell and deliver to the Placement Agent for such purpose, an aggregate principal amount of \$ _____ of the Bank's Special Obligation Bonds, Series 2026 (City of Jackson, Mississippi General Obligation Water and Sewer Refunding Bond Project) (the "**Bonds**"), dated the date of delivery thereof, and having maturities and bearing interest at the rates per annum as set forth in **Exhibit A** hereto, and payable as described in the resolution concerning the Bonds adopted on _____, 2026, by the Board of Directors of the Bank (the "**Bond Resolution**"), which the Bonds will be issued and by which they will be secured. The purchase price for the Bonds shall be \$ _____, being comprised of the principal amount of the Bonds of \$ _____ less an Placement Agent's fee of \$ _____, which purchase price, subject to the terms and conditions of this Bond Purchase Agreement, will be paid to The Peoples Bank, the successor paying agent to Trustmark National Bank, of the Bonds on the

date of the payment for and delivery of the Bonds (herein called the "**Closing**"). The Bonds are not subject to optional redemption prior to maturity as set forth in **Exhibit A** hereto.

(b) It is intended that interest on the Bonds will be excluded from gross income for federal income tax purposes under existing statutes, regulations, rulings and court decisions and in reliance thereon, the Placement Agent may offer the Bonds without registration under the Securities Act of 1933, as amended.

(c) All capitalized terms used and not defined herein shall have the meanings ascribed to them in the Indenture.

(d) The Placement Agent acknowledges that the principal of, premium, if any, and interest on the Bonds shall be payable solely from the Net Revenues and 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; and funds of the Bank under the Indenture, including the \$33,604,000 City of Jackson, Mississippi General Obligation Water and Sewer Refunding Bond, Series 2026 (the "City Bond"), and payments derived therefrom. The City Bond is being issued on a parity as to the pledge of the lien on such revenues and funds with the Existing City Bonds (as defined in the Indenture). The City Bond will be sold to the Bank by the City pursuant to a resolution of the City adopted by the City Council of the City on March 11, 1993, as the same may be amended and supplemented from time to time, including, but not limited to, that amendment and supplement to the General Bond Resolution adopted by the City Council on March 16, 2004, that amendment and supplement to the General Bond Resolution adopted by the City Council on July 18, 2011, that amendment and supplement to the General Bond Resolution adopted on August 7, 2012, that amendment and supplement to the General Bond Resolution adopted by the City Council on May 14, 2013, and that amendment and supplement to the General Bond Resolution adopted by the City Council on _____, 2026 (the "City Bond Resolution"), which authorizes the sale and issuance of the City Bond and approves the sale and issuance of the Series 2026 Bonds (together, the General Bond Resolution, the City Bond Resolution and the Bank Resolution are the "Bond Resolutions"), and a City Bond Purchase Agreement, dated the date hereof, between the City and the Bank (the "City Bond Purchase Agreement"). The City Bond is payable solely from the gross revenues derived from the operation of the combined water and sewer system of the City (the "System"), subject to the prior payment of the reasonable and necessary expenses of operating and maintain the System, including certain amounts treated un the General Bond Resolution as expenses of operating and maintaining the System (the "Net Revenues") and 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.

(e) Payment of principal of and interest on the Series 2026 Bonds shall be guaranteed by an insurance policy (the "Policy") to be issued by Assured Guaranty Inc. (the "Bond Insurer") simultaneously with the issuance of the Series 2026 Bonds.

(f) The Debt Service Reserve Fund (as defined in the Indenture) for the Series 2026 Bonds is being funded with a Surety Bond issued by the Bond Insurer (the "Surety Bond") in the amount of the Debt Service Reserve Requirement (as defined in the Indenture).

Inasmuch as the purchase and sale represents a negotiated transaction, the Bank and the City understand, and hereby confirm, that (i) no Placement Agent is acting as a fiduciary of the Bank or the City, but rather is acting solely in its capacity as an Placement Agent for its own account in an arm's length commercial transaction (ii) the Placement Agent has financial and other interest that differ from those of the Bank and the City, and (iii) the Bank and the City have consulted with their respective legal, accounting, tax, financial and other advisors as applicable, to the extent either has deemed appropriate.

2. Preliminary Limited Offering Memorandum and Offering Memorandum. A Preliminary Limited Offering Memorandum of the Bank, dated _____, 2026 (the "**Preliminary Limited Offering Memorandum**"), has been distributed in connection with the Bonds, and an Offering Memorandum of the Bank, to be dated _____, 2026, will be delivered as hereinafter set forth in this Paragraph 2. The final Offering Memorandum as it may be amended or supplemented, with the written consent of the Bank and the Placement Agent, is hereinafter called the "**Offering Memorandum**."

The Bank and the City hereby authorize the use of the Preliminary Limited Offering Memorandum, the Offering Memorandum and the information therein contained by the Placement Agent in connection with the public offering and the sale of the Bonds. As required by Rule 15c2-12 promulgated by the Securities and Exchange Commission under Section 15 of the Securities Exchange Act of 1934, as amended ("**Rule 15c2-12**"), the Placement Agent shall deliver the Offering Memorandum to the Municipal Securities Rulemaking Board (the "**MSRB**"). The Bank and the City hereby approve of and ratify the use by the Placement Agent on or before the date hereof of the Preliminary Limited Offering Memorandum in connection with the prospective offering of the Bonds prior to the date hereof. The Bank and the City have duly authorized, approved and delivered the Preliminary Limited Offering Memorandum to the Placement Agent; the Bank and the City have previously deemed the Preliminary Limited Offering Memorandum final, except for the omission of the following information: offering, prices, interest rates, selling compensation, aggregate principal amount of the Bonds, principal amount per maturity, delivery date, ratings and other terms of the Bonds depending on such matters permitted to be omitted in accordance with Paragraph (b)(1) of Rule 15c2-12; and the Bank and the City have duly authorized and approved the Offering Memorandum on or prior to the Closing and shall deliver the same in final printed form subject to the provisions of Paragraph 9 hereof to permit the Placement Agent to comply with Paragraph 9(b)(4) of Rule 15c2-12 and the rules of the MSRB, within seven (7) business days from the date hereof. The Bank and the City have delivered a "deemed final" certificate to the Placement Agent, dated the date hereof, to evidence compliance with Rule 15c2-12 to the date hereof (the "**Deemed Final Certificate**"), in substantially the form attached hereto as Exhibit B.

3. Offering.

The Placement Agent agrees to make a bona fide offering of all of the Bonds at prices not greater than and yields not less than those set forth in **Exhibit A** hereto. If such public offering does not result in the sale of all the Bonds, the Placement Agent may offer and sell the Bonds to certain bond houses, brokers, or similar persons or organizations acting in the capacity of

Placement Agents or wholesalers at prices lower than the public offering prices or yields higher than the yields, set forth in **Exhibit A** hereto.

4. Representations and Warranties of the Bank.

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

(a) The Bank is a public body corporate and politic of the State of Mississippi (the "**State**"). The Board of Directors of the Bank (the "**Board**") is duly organized and existing under the Constitution and laws of the State with the powers and authority, among others, set forth in Sections 31-25-1 *et seq.*, Mississippi Code of 1972, as amended (the "**Bank Act**"), and is authorized to issue the Bonds and otherwise to act on behalf of the Bank in connection with the sale and issuance of the Bonds.

(b) The Board, on behalf of the Bank, has full legal right, power and authority to enter into or accept this Bond Purchase Agreement, the City Bond Purchase Agreement, the Tax Intercept Agreement and the Indenture, to adopt the Bank Resolution, to accept and assign the City Bond and to sell, issue and deliver the Bonds to the Placement Agent as provided herein and to carry out and consummate all other transactions contemplated by this Bond Purchase Agreement, the Bonds, the City Bond Purchase Agreement, the Indenture, the Tax Intercept Agreement, the Bank Resolution and the Offering Memorandum (collectively, the "**Bond Documents**").

(c) By official action of the Board prior to or concurrently with the acceptance hereof, the Board has duly adopted the Bank Resolution, has duly authorized and approved the execution and delivery of or acceptance of, and the performance by the Bank of the obligations of the Bank contained in the Bond Documents, the Bonds, and this Bond Purchase Agreement and the consummation by it of all other transactions contemplated by the Offering Memorandum and this Bond Purchase Agreement.

(d) Neither the Bank nor the Board is in breach of or default under any applicable law or administrative regulation of the State or the United States of America or any applicable judgment or decree or any agreement or other instrument to which either the Bank or the Board is a party or is otherwise subject, which breach or default would in any way materially adversely affect the official existence or powers of the Bank or the Board, the Bond Documents or the issuance of the Bonds, and no event has occurred and is continuing, which with the passage of time or the giving of notice, or both, would constitute such a breach of or default under any such instrument; and the execution and delivery of or acceptance of this Bond Purchase Agreement, the Bond Documents, and the Bonds and the adoption of the Bank Resolution and compliance with the provisions of each thereof will not conflict with or constitute a breach of or default under any law, administrative regulation, judgment, decree, agreement or other instrument to which either the Bank or the Board is a party or is otherwise subject.

(e) At the time of the Bank's acceptance hereof, the Preliminary Limited Offering Memorandum as it pertains to the Bank does not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to

make the statements therein, in the light of the circumstances under which they were made, not misleading.

(f) No summons or complaint or any other notice or document has been served upon or delivered to the Bank or the Board or any of their officers or employees relating to any litigation, and there is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, public board or body, pending or, to the best knowledge of the Bank or the Board, threatened against the Bank or the Board, affecting the existence of the Bank or the Board, the titles of their officers to their respective offices or seeking to prohibit, restrain or enjoin the sale, issuance or delivery of the Bonds or in any way contesting or affecting the validity or enforceability of the Bonds, the Bond Documents, the acceptance and assignment of the City Bond or this Bond Purchase Agreement, or contesting the powers of the Bank or the Board or any authority for the issuance of the Bonds, the adoption of the Bank Resolution, the acceptance and assignment of the City Bond or the execution or acceptance of this Bond Purchase Agreement, the Bond Documents or the Bank's performance thereunder, nor is there any controversy or litigation pending or, to the best knowledge of the Bank or the Board, threatened, nor, to the best of the knowledge of the Bank and the Board, is there any basis therefore, wherein an unfavorable decision, ruling or finding would materially adversely affect the validity or enforceability of the Bonds, the Bond Documents or this Bond Purchase Agreement.

(g) Except as otherwise provided herein, (i) the Bond Documents and the Bonds conform to the description thereof contained in the Preliminary Limited Offering Memorandum, and (ii) the Bonds and the Indenture will constitute valid, legally binding and enforceable obligations of the Bank.

(h) The proceeds from the sale of the Bonds will be used or applied as is provided in the Bond Documents and the Preliminary Limited Offering Memorandum.

(i) If required by law to do so in the future, the Bank will undertake, pursuant to a continuing disclosure agreement with the City and the Trustee, to provide notices of certain events in connection with the Bonds.

5. Representations and Warranties of the City. The City represents and warrants to, and agrees with the Placement Agent that:

(a) The City is a public body corporate and a political subdivision of the State and a "local governmental unit" within the meaning of the City Act. The Governing Body is duly organized and existing under the Constitution and laws of the State and is authorized, pursuant to the provisions of Sections 21-27-11 through 21-27-73 *et seq.* Mississippi Code of 1972, as amended from time to time (the "**Municipal Utilities Act**") and for other related purposes authorized under the Municipal Utilities Act and Section 31-25-1 *et seq.* Mississippi Code of 1972, as amended from time to time (the "**Bank Act**" and together with the Municipal Utilities Act, the "**Act**"), to issue the City Bond under the terms and provisions of the City Bond Resolution, under which the City's obligations on the City Bond arise, and otherwise to act on behalf of the City in connection with the execution of the City Bond Purchase Agreement and the execution and delivery of the City Bond.

(b) The Governing Body, on behalf of the City, has full legal right, power and authority to enter into or accept this Bond Purchase Agreement, the Continuing Disclosure Agreement of the City (the "Continuing Disclosure Agreement"), the Tax Intercept Agreement and the City Bond Purchase Agreement, to execute, issue and deliver the City Bond to the Bank as provided in the City Bond Resolution and the City Bond Purchase Agreement and to carry out and consummate all other transactions contemplated by this Bond Purchase Agreement, the City Bond Purchase Agreement, the City Bond, the City Bond Resolution, the Continuing Disclosure Agreement, the Tax Intercept Agreement and the Offering Memorandum (collectively, the "City Bond Documents").

(c) By official action of the Governing Body prior to or concurrently with the acceptance hereof, the Governing Body has duly adopted the City Bond Resolution and has duly approved the execution and delivery by the Mayor of the Governing Body (the "Mayor") and/or the City Clerk of the City (the "City Clerk") of this Bond Purchase Agreement, and the City Bond Documents, has duly authorized and approved the execution and delivery of or acceptance of, and the performance by the City of the obligations of the City contained in, the City Bond Documents and the consummation by it of all other transactions contemplated by the Preliminary Limited Offering Memorandum and this Bond Purchase Agreement.

(d) Neither the City nor the Governing Body is in breach of or default under any applicable law or administrative regulation of the State or the United States of America or any applicable judgment or decree or any agreement or other instrument to which either the City or the Governing Body is a party or is otherwise subject, which breach or default would in any way materially adversely affect the official existence or powers of the City or the Governing Body, the City Bond Resolution or the issuance of the City Bond and no event has occurred and is continuing which with the passage of time or the giving of notice, or both, would constitute such a breach of or default under any such instrument; and the execution and delivery of or acceptance of this Bond Purchase Agreement, the City Bond Documents, the adoption of the City Bond Resolution, the execution and delivery of the City Bond Documents and compliance with the provisions of each thereof will not conflict with or constitute a breach of or default under any law, administrative regulation, judgment, decree, agreement or other instrument to which either the City or the Governing Body is a party or is otherwise subject.

(e) The Preliminary Limited Offering Memorandum does not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein in connection with the City, the City Bond Documents, in the light of the circumstances under which they were made, not misleading, and as of the Closing, the Offering Memorandum will not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein in connection with the City and the City Bond Documents, in the light of the circumstances under which they were made, not misleading.

(f) Between the date of this Bond Purchase Agreement and the Closing, neither the City nor the Governing Body on behalf of the City, will, without the prior written consent of the Placement Agent, which consent will not be unreasonably withheld, issue any bonds, notes or other obligations for borrowed money.

(g) No summons or complaint or any other notice or document has been served upon or delivered to the City or the Governing Body or any of their officers or employees relating to any litigation, and there is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, public board or body, pending or, to the best knowledge of the City or the Governing Body, threatened against the City or the Governing Body, affecting the existence of the City or the Governing Body, the titles of their officers to their respective offices or seeking to prohibit, restrain or enjoin the issuance or delivery of the City Bond, or in any way contesting or affecting the validity or enforceability of the City Bond Documents or this Bond Purchase Agreement, or contesting the powers of the City or the Governing Body or any authority for the issuance of the City Bond, the adoption of the City Bond Documents, or the City's performance thereunder, nor is there any controversy or litigation pending, or to the best knowledge of the City or the Governing Body, threatened, nor, to the best of the knowledge of the City and the Governing Body, is there any basis therefore, wherein an unfavorable decision, ruling or finding would materially adversely affect the City Bond Documents.

(h) The proceeds from the sale of the City Bond to the Bank by the City as evidenced by the City Bond Purchase Agreement and the City Bond will be used or applied as provided in the City Bond Documents and the Preliminary Limited Offering Memorandum.

(i) The City will undertake, pursuant to the Continuing Disclosure Agreement, to provide financial information and notices of certain events in connection with the Bonds. A description of this undertaking is set forth in the Preliminary Limited Offering Memorandum.

(j) Except as otherwise provided herein, (i) the City Bond Documents conform to the descriptions thereof contained in the Preliminary Limited Offering Memorandum, (ii) the City Bond, when issued and delivered in accordance with the City Bond Resolution and the City Bond Purchase Agreement, will be a validly issued and outstanding revenue bond of the City secured by all legally available revenue of the City and 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, all as more fully described in the Preliminary Limited Offering Memorandum and as to be more fully described in the Offering Memorandum, and (iii) the City Bond Documents will constitute valid, legally binding and enforceable obligations of the City.

6. Further Representations and Warranties of the Bank. The Bank further represents and warrants to, and agrees with the Placement Agent that:

(a) The Bank will furnish such information, execute such instruments and take such other reasonable action in cooperation with the Placement Agent as the Placement Agent may reasonably request to qualify the Bonds for offer and sale under the Blue Sky or other securities laws or regulations of such states and other jurisdictions of the United States of America as the Placement Agent may designate; provided, however, that the Bank shall not be required to consent to service of process in any state or place where such is not provided by the laws of such state.

(b) No consent, approval, authorization or order of or filing, registration or declaration with any court or government agency or body is required for the sale, issuance or delivery of the Bonds or the consummation of the other transactions effected or contemplated herein or thereby,

except such as may be required under the Blue Sky or other securities laws or regulations of any jurisdiction in connection with the offer and sale of the Bonds by the Placement Agent, or if any such consent, approval or authorization is required, the Bank will obtain it prior to the date of the Closing and will provide reasonable evidence to the Placement Agent that the same has been obtained.

(c) Except as otherwise provided herein, (i) the Bond Documents and the conform to the descriptions thereof contained in the Preliminary Limited Offering Memorandum, (ii) the Bonds, when validly issued, authenticated and delivered in accordance with the Bank Resolution and the Indenture and sold to the Placement Agent as provided herein, will be validly issued and outstanding limited obligations of the Bank entitled to the benefits and security of the Bank Resolution and the Indenture, , all as more fully described in the Preliminary Limited Offering Memorandum and as to be more fully described in the Offering Memorandum, and will constitute valid, legally binding and enforceable limited obligations of the Bank, and (iii) the Bond Documents will constitute valid, legally binding and enforceable obligations of the Bank.

(d) In order for the Placement Agent to comply with Rule 15c2-12, the Bank:

(i) Represents and warrants that, if, after the date of this Bond Purchase Agreement and until twenty-five (25) days after the "end of the underwriting period", as such term is defined in Rule 15c2-12, any event shall occur, and be known to the Bank, as a result of which it is necessary to amend or supplement the Offering Memorandum in order to make the statements therein, in light of the circumstances when the Official Statement is delivered to a purchaser, not misleading, or if it is necessary to amend or supplement the Offering Memorandum to comply with law, it will notify the Placement Agent (and for the purposes of this paragraph (i) of this subsection (d) to provide the Placement Agent with such information as it may from time to time reasonably request), and it will forthwith prepare and furnish, at the expense of the City (in a form and manner reasonably acceptable to the Placement Agent), a reasonable number of copies of either amendments or supplements to the Offering Memorandum so that the statements in the Offering Memorandum as so amended and supplemented will not, in light of the circumstances when the Offering Memorandum is delivered to a purchaser, be misleading or so that the Offering Memorandum will comply with all applicable laws and regulations;

(ii) Represents and warrants that, at the time of the Bank's acceptance hereof, and unless an event of the nature described in paragraph (i) of this subsection (d) occurs, at all times subsequent thereto during the period up to and including twenty-five (25) days subsequent to the end of the underwriting period, the Offering Memorandum does not and will not contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein not misleading; and

(iii) Represents and warrants that, if the Offering Memorandum is supplemented or amended pursuant to paragraph (i) of this subsection (d), at the time of each supplement or amendment thereto and (unless an event of the nature described in paragraph (i) of this subsection (d) subsequently occurs) at all times subsequent thereto during the period up to and including twenty-five (25) days subsequent to the end of the underwriting period, the

Offering Memorandum as so supplemented or amended will not contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein not misleading; and

(iv) Unless otherwise notified in writing by the Placement Agent by the date of Closing, the Bank can assume that the "end of the underwriting period" for purposes of Rule 15c2-12 is the Closing. In the event such notice is so given in writing by the Placement Agent, the Placement Agent agrees to notify the Bank in writing following the occurrence of the "end of the underwriting period" as defined in Rule 15c2-12. The "end of the underwriting period" as used in this Bond Purchase Agreement shall mean the date of Closing or such later date as to which notice is given by the Placement Agent in accordance with the preceding sentence.

7. Closing. The Bank will deliver the Bonds by delivery thereof to Cede & Co., as nominee of The Depository Trust Company ("**DTC**") as directed by the Placement Agent against payment of the purchase price therefore by wire transfer of immediately available funds to the Trustee at or prior to 9:00 o'clock a.m., Mississippi Time, on _____, 2026, or such other place, time or date as shall be mutually agreed upon by the Bank and the Placement Agent. The Bonds will be delivered in fully registered form in such denominations and registered to such persons as the Placement Agent shall request at least three (3) days prior to the date of the Closing. The Bonds may be in printed, engraved, typewritten or photocopied form and each such form shall constitute "definitive form." The legal documents required by this Bond Purchase Agreement and the Offering Memorandum shall be delivered to the parties hereto at the offices of Bond Counsel on such date or such other date corresponding with the payment for and delivery of the Bonds, and contemporaneously with such payment and delivery.

8. Closing Conditions. The Placement Agent has entered into this Bond Purchase Agreement in reliance upon the representations, warranties and agreements of the City contained herein and to be contained in the documents and instruments to be delivered at the Closing and upon the performance by the City of their obligations hereunder, both as of the date hereof and as of the date of Closing. Accordingly, the Placement Agent's obligations under this Bond Purchase Agreement to purchase and pay for the Bonds shall be subject to the performance by the Bank and the City of their obligations to be performed hereunder and under such documents and instruments at or prior to the Closing, and shall also be subject to the following conditions:

(a) The representations and warranties of the Bank and the City contained herein shall be true, complete and correct as of the date hereof, and on and as of the date of Closing with the same effect as if made on the date of Closing.

(b) At the time of the Closing, the Bond Documents shall be in full force and effect, and shall not have been amended, modified or supplemented, and the Offering Memorandum shall not have been amended, modified or supplemented, except as may have been agreed to by the Placement Agent.

(c) At the time of Closing, all official action of the Bank and the City relating to the Bond Documents and the City Bond Documents shall be in full force and effect and shall not have been amended, modified or supplemented, except as may have been agreed to by the Placement Agent.

(d) The Bank and the City shall not have, subsequent to the date hereof and prior to Closing, failed to pay principal or interest when due on any of their obligations for money borrowed wherein such failure, if any, would have a material adverse impact on their ability to perform in accordance with the Bond Documents and the City Bond Documents except as set forth in the Offering Memorandum.

(e) The Placement Agent shall have the right to terminate its obligations under this Bond Purchase Agreement to purchase and pay for the Bonds by notifying the Bank and the City of its election to do so if, after the execution hereof and prior to the Closing: (i) legislation shall have been introduced in or enacted by the Congress of the United States of America or enacted by the State, or legislation pending in the Congress of the United States of America shall have been amended, or a decision shall have been rendered by a court of the United States of America or the State, including the Tax Court of the United States of America or a ruling shall have been made or a regulation shall have been proposed or made or a press release or other form of notice shall have been issued by the Treasury Department of the United States of America or the Internal Revenue Service or other federal or State authority, with respect to federal or State taxation upon revenues or other income of the general character to be derived by the State or by a similar body, or upon interest on the Bonds or the City Bond or obligations of the general character of the Bonds or the City Bond which may have the purpose or effect, directly or indirectly, of affecting the tax status of the Bank and the City, the Bank's property or income, its securities (including the Bonds) or the interest thereon, or any tax exemption granted or authorized by the Act, in the sole reasonable opinion of the Placement Agent, affects materially and adversely the market for the Bonds, or the market price generally of obligations of the general character of the Bonds or the City Bond; (ii) the outbreak or escalation of hostilities involving the United States of America or the declaration by the United States of America of a national emergency or war, if the effect of any such event specified in this clause (ii) in the reasonable judgment of the Placement Agent makes it impracticable or inadvisable to proceed with the public offering or the delivery of the Bonds on the terms and in the manner contemplated by the Offering Memorandum; (iii) there shall have occurred a general suspension of trading on the New York Stock Exchange or the declaration of a general banking moratorium by the United States of America, New York State or State authorities; (iv) there shall have been issued a stop order, ruling, or regulation affecting the validity or tax exempt status of the Bonds or the City Bond by the Securities and Exchange Commission; or (v) an event described in subsection (d) of Paragraph 6 hereof occurs which, in the reasonable opinion of the Placement Agent, requires or has required the preparation and distribution of a supplement or amendment to the Offering Memorandum and which in the reasonable opinion of the Placement Agent affects materially and adversely the market for the Bonds..

(f) At or prior to the Closing, the Placement Agent shall have received each of the following documents:

(i) The Offering Memorandum, together with any supplements or amendments to the Offering Memorandum in the event that the Offering Memorandum has been supplemented or amended, executed on behalf of the Bank by the Executive Director of the Bank;

(ii) A copy of the Bank Bond Resolution certified as of the date of the Closing by the Secretary or the Assistant Secretary of the Bank as having been duly adopted by the Board and as being in effect, with such amendments, modifications and supplements as may have been agreed to by the Placement Agent;

(iii) A copy of the City Bond Resolution certified as of the date of the Closing by the Clerk as having been duly adopted by the Governing Body and as being in effect, with such amendments, modifications and supplements as may have been agreed to by the Placement Agent;

(iv) Executed copies of the Bond Documents and the City Bond Documents with such amendments, modifications and supplements as may have been agreed to by the Placement Agent;

(v) The unqualified opinion, dated the date of the Closing, of Bond Counsel in substantially the form attached to the Preliminary Limited Offering Memorandum and incorporated herein by this reference thereto, and a letter from such Bond Counsel, dated the date of the Closing and addressed to the Placement Agent (or a separate letter addressed to the Placement Agent), to the effect that such opinion may be relied upon by the Placement Agent to the same extent as if such opinion were addressed to the Placement Agent;

(vi) An opinion, dated the date of the Closing and addressed to the Placement Agent, of Counsel to the Bank (the "Bank's Counsel"), to the effect that (A) the Bank and the Board are duly organized and existing under the laws of the State, including the Bank Act; (B) the Bank Resolution has been duly adopted by the Board on behalf of the Bank which has full power and authority to perform its obligations thereunder; (C) this Bond Purchase Agreement, the Bonds, and the Bond Documents have been duly authorized, executed and delivered, or accepted, by the Board on behalf of the Bank; (D) the Bond Documents constitute, assuming the valid authorization, execution and delivery by the other parties thereto, legal and binding obligations of the Bank, enforceable in accordance with their respective terms, subject to (1) applicable bankruptcy, insolvency or other similar laws of the State or federal government affecting the enforcement of creditors' rights generally, and (2) the fact that specific performance and other equitable remedies are granted only in the discretion of a court; (E) neither the execution, delivery or performance by the Bank of this Bond Purchase Agreement or the Bond Documents conflicts with or results in a breach of the terms or provisions of the Constitution of the State or any State law including the Act; (F) all consents, approvals and other action required by any governmental authority or agency in connection with the execution, delivery and performance, or acceptance of, by the Bank of the Bond Documents have been obtained or accomplished; (G) the Board on behalf of the Bank has duly approved the form of and authorized the use by the Placement Agent in connection with the offering and sale of the

Bonds by the Placement Agent of the Preliminary Limited Offering Memorandum and the Offering Memorandum in connection with the offering and sale of the Bonds by the Placement Agent; (H) the Bond Documents conform as to form and tenor with the terms and provisions thereof as summarized and set out in the Offering Memorandum; and (I) without having undertaken to determine independently the accuracy or completeness of the statements contained in the Official Statement, such counsel has no reason to believe that, as of the date of the Closing, the Offering Memorandum (except for financial statements and other financial and statistical data and "TAX MATTERS" or Appendices A and B, included therein, as to which no view need be expressed) contains any untrue statement of a material fact or omits to state any material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, or that the Offering Memorandum, as the same may have been amended or supplemented to the date of the Closing pursuant to subsection (d) of Paragraph 6 hereof (except as aforesaid), as of the date of the Closing contains any untrue statement of a material fact or omits to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading;

(vii) An opinion, dated the date of the Closing and addressed to the Placement Agent of _____, Jackson, Mississippi, Counsel to the City (the "City's Counsel"), to the effect that (A) the City and the Governing Body are duly organized and existing under the laws of the State; (B) the City Bond Resolution has been duly adopted by the Governing Body on behalf of the City which has full power and authority to perform its obligations thereunder; (C) the City Bond Documents have been duly authorized, executed and delivered, or approved, by the Governing Body on behalf of the City; (D) the City Bond Documents constitute, assuming the valid authorization, execution and delivery by the other parties thereto, if any, legal and binding obligations of the City, enforceable in accordance with their respective terms, subject to (1) applicable bankruptcy, insolvency or other similar laws of the State or federal government affecting the enforcement of creditors' rights generally, and (2) the fact that specific performance and other equitable remedies are granted only in the discretion of a court; (E) neither the execution, delivery nor performance by the City of the City Bond Documents conflicts with or results in a breach of the terms or provisions of the Constitution of the State or any State law; (F) all consents, approvals and other action required by any governmental authority or agency in connection with the execution, delivery and performance by the City of the City Bond Documents have been obtained or accomplished; (G) the City Bond Documents conform as to form and tenor with the terms and provisions thereof as summarized and set out in the Offering Memorandum; and (H) without having undertaken to determine independently the accuracy or completeness of the statements contained in the Offering Memorandum, such counsel has no reason to believe that, as of the date of the Closing, the Offering Memorandum contains any untrue statement of a material fact or omits to state any material fact required to be stated therein or necessary to make the statements therein in connection with the City, the City Bond Documents, in the light of the circumstances under which they were made, not misleading, or that the Offering Memorandum, as the same may have been amended or supplemented to the date of the Closing pursuant to subsection (d) of Paragraph 6 hereof (except as aforesaid), as of the date of the Closing contains any untrue statement

of a material fact or omits to state a material fact required to be stated therein or necessary to make the statements therein in connection with the City, the City Bond Documents, in the light of the circumstances under which they were made, not misleading;

(viii) The opinion of Bond Counsel, dated the date of the Closing, and addressed to the Placement Agent to the effect that the Bonds constitute exempt securities within the meaning of Section 3(a)(2) of the Securities Act of 1933, as amended, and it is not necessary, in connection with the public offering and sale of the Bonds, to register the Bonds under said Securities Act or to qualify the Bond Resolution under the Trust Indenture Act of 1939;

(ix) A certificate, dated the date of the Closing and signed by the Executive Director and Secretary of the Bank to the effect that (A) the representations and warranties of the Bank contained herein are true and correct in all material respects on and as of the date of the Closing with the same effect as if made on the date of the Closing; (B) no summons or complaint or any other notice or document has been served upon or delivered to the Bank or any of their officers or employees relating to any litigation, and there is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, public board or body, pending or, to the best of their knowledge, threatened against the Bank or the Board, affecting the existence of the Bank or the Board, or the titles of their officers to their respective offices, or seeking to prohibit, restrain or enjoin the sale, issuance or delivery of the Bonds, or in any way contesting or affecting the tax exempt status of the interest on the Bonds or the validity or enforceability of the Bonds, the Bond Documents, or contesting in any way the completeness or accuracy of the Offering Memorandum, or contesting the powers of the Bank, the Board or any authority for the issuance of the Bonds, the adoption of the Bank Resolution or the execution or acceptance of the Bond Documents, nor is there any controversy or litigation pending or, to the best of their knowledge, threatened, nor to the best of their knowledge is there any basis therefor, wherein any unfavorable decision, ruling or finding would materially adversely affect the Bond Documents or the validity or enforceability of the Bonds, the Bond Documents (but in lieu of or in conjunction with such certificate the Placement Agent may, in their sole discretion, accept certificates or opinions of the Bank's Counsel, that in its opinion the issues raised in any such pending or threatened litigation are without substance or that the contentions of all plaintiffs therein are without merit); (C) to the best of their knowledge, no event affecting the Bank or Board has occurred since the date of the Offering Memorandum that should be disclosed in the Offering Memorandum, as the same may be supplemented or amended, in order that the Offering Memorandum shall not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading; and (D) the Bank and the Board have complied with all the agreements and satisfied all the conditions on their respective parts to be performed or satisfied at or prior to the Closing;

(x) A certificate, dated the date of the Closing and signed by the Mayor and the Clerk to the effect that (A) the representations and warranties of the City contained herein are true and correct in all material respects on and as of the date of the Closing with the

same effect as if made on the date of the Closing; (B) no summons or complaint or any other notice or document has been served upon or delivered to the City or any of their officers or employees relating to any litigation, and there is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, public board or body, pending or, to the best of their knowledge, threatened against the City or the Governing Body, affecting the existence of the City or the Governing Body, or the titles of their officers to their respective offices, or seeking to prohibit, restrain or enjoin the execution or delivery of the City Bond, or in any way contesting or affecting the City Bond Documents or the validity or enforceability of the City Bond Documents, or contesting in any way the completeness or accuracy of the Offering Memorandum, or contesting the powers of the City, the Governing Body or any authority for the issuance of the City Bond, the adoption of the City Bond Resolution or the execution or approval of the City Bond Documents nor is any controversy or litigation pending or, to the best of their knowledge, threatened, nor to the best of their knowledge is there any basis therefor wherein any unfavorable decision, ruling or finding would materially adversely affect the validity or enforceability of the City Bond Documents (but in lieu of or in conjunction with such certificate the Placement Agent may, in its sole discretion, accept certificates or opinions of the City's Counsel, that in its opinion the issues raised in any such pending or threatened litigation are without substance or that the contentions of all plaintiffs therein are without merit); (C) to the best of their knowledge, no event affecting the City or Governing Body has occurred since the date of the Offering Memorandum that should be disclosed in the Offering Memorandum, as the same may be supplemented or amended, in order that the Offering Memorandum shall not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading; and (D) the City and the Governing Body have complied with all the agreements and satisfied all the conditions on their respective parts to be performed or satisfied at or prior to the Closing;;

(xi) The unqualified final decree of the Chancery Court of the of Hinds County, Mississippi validating the Bonds, in customary form;

(xii) A certified copy of a transcript of all proceedings taken by the Bank relating to the authorization and issuance of the Bonds and the execution and delivery of the Bond Documents;

(xiii) A certified copy of a transcript of all proceedings taken by the City and relating to the authorization and issuance of the City Bond and the execution and delivery of the City Bond Documents;

(xiv) The Placement Agent shall have received a certificate, dated the date of Closing and signed by an authorized officer of the Trustee, to the effect that (A) such officer is an authorized officer of the Trustee, (B) the Indenture has been duly executed and delivered by the Trustee, (C) the Trustee has all necessary corporate and trust powers required to carry out the trust created by the Indenture, (D) to the best of such officer's knowledge, the acceptance by the Trustee of the duties and obligations of the Trustee under

the Indenture and compliance with the provisions thereof will not conflict with or constitute a breach of or default under any law, administrative regulation, consent decree or any agreement or other instrument to which the Trustee is subject or by which the Trustee is bound, and (E) the Trustee has duly authenticated the Bonds, and the person signing the certificate of authentication on each Bond has been duly authorized to do so;

(xv) A certificate, dated the date of the Closing, signed by the Executive Director and the Secretary or the Assistant Secretary of the Bank, certifying that on the date of the execution of the certificate (A) they are the duly chosen, qualified and acting officers of the Bank occupying the offices indicated opposite their names, (B) the members of the Governing Body at all times relevant to the sale and issuance of the Bonds are as set forth therein, (C) the Executive Director and the Secretary or the Assistant Secretary of the Bank have executed the Bonds by causing their signatures to be affixed to each Bond, (D) they do thereby recognize the said signatures as their true and lawful signatures, and (E) further certifying that the seal, which is imprinted on each of said Bonds and on such certificate is the official seal of the Bank;

(xvi) A certificate, dated the date of the Closing, signed by the Mayor and the Clerk, certifying that on the date of the execution of the certificate (A) they are the duly chosen, qualified and acting officers of the City occupying the offices indicated opposite their names, (B) the members of the Governing Body at all times relevant to the execution and delivery of the City Bond Documents and the issuance thereof, are as set forth therein, (C) the Mayor and/or the Clerk have executed the City Bond Documents by causing their signatures to be affixed to the City Bond Documents (D) they do thereby recognize the said signatures as their true and lawful signatures, and (E) further certifying that the seal which is imprinted on the City Bond Documents and on such certificate, is the official seal of the City;

(xvii) A certificate, dated the date of the Closing, signed by the Executive Director and the Secretary or the Assistant Secretary of the Bank, to the effect that nothing has come to their attention which would lead them to believe that the Offering Memorandum, as of its date and as of the date of the Closing, contains any untrue statement of a material fact or omits to state any material fact which should be included therein for the purpose for which the Offering Memorandum is to be used, or which is necessary to make the statements therein, in light of the circumstances under which they were made, not misleading and in providing such certificate, the Executive Director and the Secretary or the Assistant Secretary of the Bank may state that they have not undertaken to independently verify information outlined or derived from the various publications or other similar sources as presented therein;

(xviii) A certificate, dated the date of the Closing, signed by the Mayor of the Governing Body and the Clerk, to the effect that nothing has come to their attention that would lead them to believe that the Offering Memorandum, as of its date and as of the date of the Closing, contains any untrue statement of a material fact or omits to state any material fact that should be included therein for the purpose for which the Offering Memorandum is to be used, or which is necessary to make the statements therein, in light

of the circumstances under which they were made, not misleading and in providing such certificate, the Mayor and the Clerk may state that they have not undertaken to independently verify information outlined or derived from the various publications or other similar sources as presented therein;

(xix) A certificate of The Peoples Bank, Biloxi, Mississippi, as paying agent for the City Bond, in form and substance acceptable to the Placement Agent and Bond Counsel;

(xx) A copy of the Municipal Bond Insurance Policy and the Surety Bond Policy;

(xxi) A copy of the Letter of Representation to DTC from the Bank;

(xxii) To the extent not otherwise included herein, a copy of each of the documents described in Section 2.04 of the Indenture, and

(xxiii) Such additional legal opinions, certificates, instruments and other documents as the Placement Agent or Bond Counsel may reasonably request to evidence the truth and accuracy, as of the date hereof and as of the date of the Closing, of the representations and warranties contained herein and of the statements and information of the Bank and the City contained in the Offering Memorandum and the due performance or satisfaction by the Bank and the City at or prior to the date of the Closing of all agreements then to be performed and all the conditions then to be satisfied by the Bank and the City.

All the opinions, letters, certificates, instruments and other documents mentioned above or elsewhere in this Bond Purchase Agreement shall be deemed to be in compliance with the provisions hereof but only if they are delivered to the Placement Agent in form and substance satisfactory to the Placement Agent.

If the Bank and the City, in good faith, shall be unable to satisfy the conditions to the obligations of the Placement Agent contained in this Bond Purchase Agreement (unless the Placement Agent waives and/or consents to the inability to satisfy such conditions), or if such obligations of the Placement Agent shall be terminated for any reason permitted by this Bond Purchase Agreement, this Bond Purchase Agreement shall terminate and neither the Placement Agent, nor the Bank and the City shall be under further obligation hereunder.

9. Expenses. Expenses incident to the performance of the obligations of the Bank and the City hereunder including but not limited to: (a) the cost of the preparation of the Bond Documents; (b) the cost of the preparation and printing of the definitive Bonds; (c) the fees and disbursements of Bond Counsel and City's Counsel; (d) the fees and disbursements of the Bank's Counsel and experts, the City's municipal advisor or consultants retained by the Bank or the City; (e) fees for bond ratings, if any; and (f) the cost of preparation and printing of the Preliminary Limited Offering Memorandum and the Offering Memorandum in sufficient quantity (but not to exceed 20 copies) to permit the Placement Agent to comply with the requirements of Rule 15c2-12; and (g) the cost of the preparation of this Bond Purchase Agreement, shall be paid from the proceeds of the Bonds. Neither the Bank nor the City shall be required to pay any such costs or to reimburse any party for any such

expenses other than from the proceeds of the Bonds. Except as provided in this Paragraph 9, the Placement Agent shall pay: (x) all advertising expenses in connection with the public offering of the Bonds; (y) the cost of any copies of the Offering Memorandum in excess of said copy limitations; and (z) all other expenses incurred by it in connection with its public offering and distribution of the Bonds. The City shall pay for expenses (included in the expense component of the spread) incurred on behalf of City's employees which are incidental to implementing this Bond Purchase Agreement, including, but not limited to, meals, transportation, lodging and entertainment of those employees.

If and to the extent permitted by State law, the Bank and the City agree to indemnify the Placement Agent (or any person who controls the Placement Agent within the meaning of the Securities Act of 1933, as amended) and hold the Placement Agent harmless against any loss, damage, claim, liability or expense (including reasonable cost of defense) arising out of or based upon any allegation that any of the information contained in the Preliminary Limited Offering Memorandum includes any untrue statement of a material fact or omits to state any material fact necessary in order to make statements therein in the light of the circumstances under which they were made not misleading, and will reimburse the Placement Agent for any legal or other expenses reasonably incurred by them in investigating, defending or preparing to defend any such action or claim. The indemnity agreement in this paragraph shall be in addition to any liability that the Bank and/or the City may otherwise have to the Placement Agent and shall extend upon the same terms and conditions to the officers, directors, agents or employees of the Placement Agent and to each person, if any, who controls the Placement Agent within the meaning of the Securities Act of 1933, as amended. Promptly after receipt by the Placement Agent of notice of the commencement of any action, the Placement Agent shall, if a claim in respect thereof is to be made against the Bank and/or the City under this paragraph, notify the Bank and the City in writing of the commencement thereof, but the omission so to notify the Bank and the City shall not relieve the Bank and/or the City from any liability which it may have to the Placement Agent otherwise than under this paragraph. In case any such action shall be brought against the Placement Agent and the Placement Agent shall notify the Bank and the City of the commencement thereof, the Bank and/or the City shall be entitled to participate therein and, to the extent that one or both wish, to assume the defense thereof, with counsel reasonably satisfactory to such Placement Agent and after notice from the Bank and/or the City to the Placement Agent of their election so to assume the defense thereof, the Bank and/or the City shall not be liable to the Placement Agent under this paragraph for any legal or other expenses subsequently incurred by such Placement Agent in connection with the defense thereof other than reasonable out-of-pocket costs of any investigation; provided, however, that if the named parties to any such action (including any impleaded parties) include the Placement Agent (or its officers, directors, agents or employees, or any person so controlling the Placement Agent), the Bank and/or the City, and the Placement Agent (or such officers, directors, agents or employees or any person so controlling the Placement Agent) shall have reasonably concluded that there may be one or more legal defenses available to it which are different from or additional to those available to the Bank or the City, the Placement Agent (or such officers, directors, agents or employees or such person so controlling the Placement Agent) shall have the right to select separate counsel to assume such legal defenses and to otherwise participate in the defense of such action on behalf of the Placement Agent (or such officers, directors, agent or employees or such person so controlling the Placement Agent), and in such event the said fees and expenses of the Placement Agent in defending such action shall be borne by the Bank and/or the City.

11. Notices. Any notice or other communication to be given to the Bank and the City under this Bond Purchase Agreement may be given by delivering the same in writing at the addresses set forth above and any notice or other communication to be given to the Placement Agent under this Bond Purchase Agreement may be given by delivering the same in writing to Oppenheimer & Co., Inc., _____, New York, New York _____ and Carty, Harding & Hearn, Inc. ("Carty & Co."), 6263 Poplar Avenue, Little Rock, Arkansas 38119, Attention: _____.

12. Parties in Interest. This Bond Purchase Agreement is made solely for the benefit of the Bank, the City and the Placement Agent (including the successors or assigns of the Placement Agent), and no other person shall acquire or have any right hereunder or by virtue hereof. All the representations, warranties and agreements of the Bank, the City and the Placement Agent contained in this Bond Purchase Agreement shall remain operative and in full force and effect, regardless of (a) any investigation made by or on behalf of the Placement Agent; the Bank and the City; (b) delivery of any payment for the Bonds hereunder; and (c) any termination of this Bond Purchase Agreement.

13. Governing Law. This Bond Purchase Agreement shall be governed by, and construed in accordance with, the laws of the State. This Bond Purchase Agreement shall become effective upon the execution of the acceptance hereof by duly authorized officers of the Bank and the City and shall be valid and enforceable as of the time of such acceptance.

14. Counterparts. This Bond Purchase Agreement may be executed in several counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

15. Entire Agreement. This Bond Purchase Agreement, when accepted by the Bank and the City in writing as heretofore specified, shall constitute the entire agreement among the parties hereto with respect to the offer and sale of the Bonds and the transactions related thereto, as set forth herein.

16. Placement Agent has No Advisory or Fiduciary Role. The Bank and the City acknowledge and agree that:

(a) The primary role of the Placement Agent is to purchase securities, for resale to investors, in an arm's length commercial transaction between the City and the Placement Agent and that the Placement Agent has financial and other interests that differ from those of the Bank and the City;

(b) The Placement Agent is not acting as a municipal advisor, financial advisor, or fiduciary to the Bank or the City and has not assumed any advisory or fiduciary responsibility to the Bank or the City with respect to the transaction contemplated by this Bond Purchase Agreement and the discussions, undertakings and procedures leading thereto (irrespective of whether the Placement Agent has provided other services or is currently providing other services to the Bank or the City on other matters;

(c) The only obligations the Placement Agent has to the Bank and the City with respect to the transaction contemplated hereby are expressly set for in this Bond Purchase Agreement; and

(d) The Bank and the City have consulted their own financial and/or municipal, legal, accounting, tax and other advisors, as applicable, to the extent they deem appropriate. If the Bank would like a municipal advisor in this transaction that has legal fiduciary duties to the Bank, then the Bank is free to engage a municipal advisor to serve in that capacity. The City has employed Government Consultants, Inc. as its independent registered municipal advisor.

If you agree with the foregoing, please sign this Bond Purchase Agreement in the space provided below and return one copy so executed to each of the Placement Agent, the Bank and the City, whereby this Bond Purchase Agreement shall then become a binding agreement among the Placement Agent, the Bank and the City.

Very truly yours,

**CARTY, HARDING & HEARN, INC.,
as Placement Agent**

By: _____
Edmund Hurst, Senior Managing Director

**OPPENHEIMER & CO., INC.,
as Placement Agent**

By: _____

Accepted and agreed to as of
__:__ o'clock __.m.
Central Daylight Savings Time written:

MISSISSIPPI DEVELOPMENT BANK

BY: _____
Its: Executive Director

ACCEPTED:

This ___ day of _____ 2026.

CITY OF JACKSON, MISSISSIPPI

By _____
Mayor

[Signature Page to Bond Purchase Agreement]

EXHIBIT A

MATURITY SCHEDULE

Date of Maturity (September 1)	Principal Amount	Interest Rate	Yield	Price	10% Maturity
-----------------------------------------------	-----------------------------	--------------------------	--------------	--------------	---------------------

REDEMPTION PROVISIONS

Optional Redemption:

The Bonds are not subject to optional redemption.

Mandatory Sinking Fund Payments:

The Bonds maturing on September 1, 2038 are subject to mandatory sinking fund redemption prior to maturity, in part, at a redemption price equal to 100% of the principal amount of the Bonds to be redeemed, plus the interest due thereon on the redemption date, in the amount and on the dates set forth below, amount to be paid rather than redeemed:

Year (September 1)	Principal Amount Due
2035	
2036	
2037	
2038	

EXHIBIT B
PRICING WIRE

EXHIBIT D
FORM OF CITY BOND PURCHASE AGREEMENT

CITY BOND PURCHASE AGREEMENT

THIS CITY BOND PURCHASE AGREEMENT (this "Agreement") is dated the ___ day of _____, 2026, by and between the **MISSISSIPPI DEVELOPMENT BANK**, a public body corporate and politic (the "Bank"), created pursuant to the provisions of Sections 31-25-1 *et seq.*, Mississippi Code of 1972, as amended (hereinafter referred to as the "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" within the meaning of the Act.

WITNESSETH:

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

WHEREAS, the City has duly authorized the issuance of its water and sewer system revenue refunding bond designated City of Jackson, Mississippi General Obligation Water and Sewer Refunding Bond, Series 2026 in the form of one fully registered bond, in the principal amount of _____ Dollars (\$ _____) (the "City Bond"), a portion of the proceeds of which will be used to finance (i) the Refunding Project, (ii) a Debt Service Reserve Fund for the Series 2026 Bonds, including the payment of the Reserve Policy premium, (iii) a Capitalized Interest Fund; and (iv) paying costs of issuance for the City Bond and the Series 2026 Bonds, including the premium for the Bond Insurance Policy (the "Project"); and

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

WHEREAS, the Bank has adopted a resolution on _____, 2026, approving an Indenture of Trust (the "Indenture"), dated as of _____, 2026, by and between the Bank and The Peoples Bank, as trustee (the "Trustee"), authorizing the issuance of its \$33,604,000 Mississippi Development Bank Special Obligation Bonds, Series 2026 (City of Jackson, Mississippi General Obligation Water and Sewer Refunding Bond Project) (the "Series 2026 Bonds"), a portion of the proceeds of which will be used to purchase the City Bond.

NOW, THEREFORE, the Bank and the City agree as follows:

1. Subject to the terms and conditions of this Agreement, the Bank hereby agrees to purchase the City Bond and the City hereby agrees to sell the City Bond to the Bank at the purchase price of \$ _____, representing the aggregate principal amount of the City Bond of \$ _____, less a placement agent's fee of \$ _____, less a bond insurance policy premium of \$ _____, less a surety bond premium of \$ _____, less \$ _____ to be deposited to the Bond Issuance Expense Account of the General Fund and less \$ _____ to be retained by the Trustee under the Indenture and deposited to the Capitalized Interest Account of the General Fund to pay capitalized interest on the City Bond and the Bank Bond. The amount of such purchase price will be distributed to the City, all as provided under that certain resolution (the "Series 2026 Supplemental Bond Resolution") adopted on _____, 2026, pursuant to which the City will issue the City Bond. The terms of the City Bond are set forth in the Series 2026 Supplemental Bond Resolution and the General Bond Resolution, adopted

on March 11, 1993, as amended on March 16, 2004, July 18, 2011, August 7, 2012, and May 14, 2013 (the "General Bond Resolution"), and are incorporated herein by reference.

2. The City will take all action required by law to enable it to issue and sell the City Bond to the Bank, and the City's obligation to issue and sell the City Bond, and the Bank's obligation to purchase the City Bond, are expressly contingent upon the City's taking all steps and receiving all approvals required by the laws of the State of Mississippi (the "State") to issue and sell the City Bond.

3. To the extent the City Bond or the Series 2026 Bonds are subject to the rebate requirements as set forth in Section 148(f) of the Internal Revenue Code of 1986, as amended, and the Regulations promulgated thereunder (the "Rebate Requirement"), the City agrees to pay to the Bank for prompt payment to or to provide evidence to the Bank of payment to, the United States of America of the Rebate Requirement resulting from the investment of moneys held by the City that constitute gross proceeds of the Series 2026 Bonds, as such Rebate Requirement is computed by the City. The City agrees to provide documentation to the Bank relative to the computation of the Rebate Requirement and payment of such Rebate Requirement when required.

4. At such time as the Bank shall reasonably request and in any event prior to the delivery to the Bank of the City Bond, which City Bond shall be in the form set forth in the Series 2026 Supplemental Bond Resolution and registered in the name of the Trustee, as the assignee of the Bank, the City shall furnish to the Bank a transcript of proceedings and the opinions of Butler Snow, LLP ("Bond Counsel"), and _____ (the "City Attorney") satisfactory to the Bank which shall set forth, among other things, an unqualified approval of Bond Counsel and the City Attorney in connection with the City Bond. The City shall bear the cost of such opinions which cost shall be paid out of the Bond Issuance Expense Account of the General Fund under the Indenture.

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

6. The City agrees to furnish to the Bank as long as the City Bond remains outstanding annual financial reports, audit reports and such other financial information as is reasonably requested by the Bank and as required by the Indenture and the Undertaking (as hereinafter defined).

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

8. If the Bank does not execute a Placement Agreement for the placement of the Series 2026 Bonds on or before _____, and deliver the Series 2026 Bonds and receive payment therefor on or before _____, the City may rescind this Agreement by giving written

notice of such rescission to the Executive Director of the Bank. The Bank is obligated to purchase the City Bonds solely from proceeds of the Series 2026 Bonds.

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

10. No waiver by either the Bank or the City of any term or condition of this Agreement shall be deemed or construed as a waiver of any other terms or conditions, nor shall a waiver of any breach be deemed to constitute a waiver of any subsequent breach, whether of the same or of a different section, subsection, paragraph, clause, phrase or other provision of this Agreement.

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

12. The City has reviewed the Indenture and approves the terms thereof and agrees to take all actions required of it thereunder.

13. Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Indenture and the Series 2026 Supplemental Bond Resolution.

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

(SEAL)

MISSISSIPPI DEVELOPMENT BANK

By: _____
Executive Director

ATTEST:

By: _____
Secretary

CITY OF JACKSON, MISSISSIPPI

By: _____
Mayor

ATTEST:

City Clerk

EXHIBIT E
FORM OF TAX INTERCEPT AGREEMENT

TAX INTERCEPT AGREEMENT

This Tax Intercept Agreement, dated the ____ day of _____, 2026 (this "**Agreement**"), is by and between the **MISSISSIPPI DEVELOPMENT BANK**, a public body corporate and politic (the "**Bank**"), created pursuant to the provisions of Sections 31-25-1 *et seq.*, Mississippi code of 1972, as amended from time to time (the "**Bank Act**") and **CITY OF JACKSON, MISSISSIPPI** (the "**City**"), a local governmental unit under the Bank Act.

WITNESSETH

WHEREAS, pursuant to the Bank Act, the Bank is authorized to loan money to "local governmental units" (as defined in the Bank Act); and

WHEREAS, the City has duly authorized the issuance of its \$ _____ City of Jackson, Mississippi General Obligation Water and Sewer Refunding Bond, dated _____ 1, 2026 (the "City Bond"), and the City Bond is expected to be purchased by the Bank in accordance with that certain City Bond Purchase Agreement, dated as of the ____ day of _____, 2026, by and between the Bank and the City; and

WHEREAS, pursuant to the Indenture of Trust, dated _____ 1, 2026, between the Bank and The Peoples Bank, Biloxi, Mississippi, as Trustee (the "**Trustee**") (the "**Indenture**"), the Bank has duly authorized the issuance of the Series 2026 Bonds, which will be used to purchase the City Bond; and

WHEREAS, any local governmental unit is authorized under Section 31-25-28(5) of the Bank Act to agree in writing with the Bank that the Mississippi Department of Revenue (the "**MDR**") or any other State of Mississippi (the "**State**") agency, department or commission shall (a) withhold all or any part (as agreed by the local governmental unit) of any monies which such local governmental unit is entitled to receive from time to time pursuant to any law and which is in the possession of the MDR, or any State agency, department or commission created pursuant to State law and (b) pay the same over to the Trustee to satisfy any delinquent payments on any securities issued by such local governmental unit under provisions of the Bank Act, and any other delinquent payments due and owing the Bank by such local governmental unit, all as the same shall occur.

NOW, THEREFORE, the Bank and the City agree:

1. As authorized by the Bank Act, the City hereby covenants, agrees and authorizes the MDR or any other State agency, department or commission created pursuant to State law to (1) withhold all or any part of any monies (the "**Tax Monies**") which the City is entitled to receive from time to time pursuant to any law and which is in possession of the MDR or any other State agency, department or commission created pursuant to State law and (2) pay same over to the Trustee to satisfy any delinquent payment (the "**Delinquent Payment**") of the City under and pursuant to Section 9 and 16 of the City Bond Resolution, adopted on _____, 2026 (the "City Bond Resolution").

2. If on the first day of February and August of each year, beginning August 1, 2026, there will not be sufficient amounts to make the payments under and pursuant to Section 6 of the City Bond Resolution to make the payments under and pursuant to Section 16 of the City Bond Resolution, the Bank hereby authorizes and directs the Trustee under the provisions of this Agreement to file the Agreement and a statement of deficiency setting forth the amount of any Delinquent Payment with the MDR or other State agency, department or commission, thereby directing the MDR or other State agency, department or commission to pay any Tax Monies directly to the Trustee, on behalf of the Bank, to satisfy any Delinquent Payment, all as permitted under the Bank Act. In any event, if the City fails to make timely payments under and pursuant to Section 16 of the City Bond Resolution, the Trustee is hereby further directed to file this Agreement with the MDR and take further action to recover Tax Monies under the Indenture. This paragraph 2 includes requirements in addition to the requirements under paragraph 1 and this paragraph 2 in no way limits the rights of the Trustee or the Bank.

3. The Trustee is directed under the Indenture to deposit any Tax Monies it receives into the Series 2026 General Account of the General Fund to be applied in accordance with Section 6.05 under the Indenture.

4. The term Tax Monies as defined herein shall exclude any monies held by the MDR or any other State agency, department or commission created pursuant to State law to the extent amounts are to be paid to the City for the benefit of a separate school district or any other political subdivision other than the City.

5. 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 one and the same instrument. The Bank and 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.

6. No waiver of 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.

7. 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 WITNESSETH WHEREOF, we have hereunto set our hands as of the date first above written.

MISSISSIPPI DEVELOPMENT BANK

BY: _____
Executive Director

ATTEST:

Secretary

CITY OF JACKSON, MISSISSIPPI

BY: _____
Mayor

ATTEST:

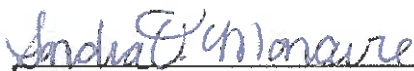
City Clerk

Office of the City Attorney

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

OFFICE OF THE CITY ATTORNEY

This RESOLUTION AUTHORIZING THE ISSUANCE OF MISSISSIPPI DEVELOPMENT BANK SPECIAL OBLIGATION REFUNDING BONDS, SERIES 2026 (CITY OF JACKSON, MISSISSIPPI GENERAL OBLIGATION WATER AND SEWER SYSTEM REVENUE REFUNDING BOND PROJECT) IN AN ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF NOT TO EXCEED THIRTY-THREE MILLION SIX HUNDRED ELEVEN THOUSAND DOLLARS (\$33,611,000) (THE "SERIES 2026 BONDS") IN ONE OR MORE TAXABLE OR TAX-EXEMPT SERIES FOR THE PURPOSE OF REFUNDING, DEFEASING AND RESTRUCTURING ALL OR A PORTION OF CERTAIN OUTSTANDING OBLIGATIONS OF THE MISSISSIPPI DEVELOPMENT BANK, AS DESCRIBED HEREIN; AUTHORIZING THE EMPLOYMENT OF PROFESSIONALS IN CONNECTION WITH THE CITY'S DIRECT LOAN AND ISSUANCE OF THE SERIES 2026 BONDS; AUTHORIZING AND APPROVING THE FORM OF AND EXECUTION OF CERTAIN BOND AND FINANCING DOCUMENTS AS DEFINED HEREIN; AUTHORIZING THE ISSUANCE OF DEBT OBLIGATIONS THROUGH ANY INSTRUMENTALITY, AGENCY, OR BODY CORPORATE AND POLITIC ESTABLISHED PURSUANT TO APPLICABLE LAW; AND FOR RELATED PURPOSES is legally sufficient for placement in NOVUS Agenda.



Sondra Moncure, *Special Assistant*



Date

RESOLUTION OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI, IN SUPPORT OF THE CELEBRATIONS OF TEACHERS DURING TEACHER APPRECIATION WEEK AND RECOGNIZING THEIR INVALUABLE CONTRIBUTIONS TO THE COMMUNITY.

WHEREAS, the well-being of family and community shall be considered in this resolution; and

WHEREAS, teachers play a vital role in shaping the minds, character, and future of our youth, and their dedication often extends far beyond the classroom through mentorship, guidance, and support; and

WHEREAS, teachers serve as leaders, role models, and advocates who inspire students to pursue excellence, think critically, and contribute meaningfully to society; and

WHEREAS, the Jackson City Council recognizes that the work of teachers strengthens not only individual students, but also families, neighborhoods, and the overall well-being and future prosperity of our community; and

WHEREAS, teachers continuously adapt to meet the evolving needs of students, demonstrating resilience, creativity, and commitment in the face of challenges; and

WHEREAS, the City of Jackson is proud to be home to a diverse and dedicated community of educators who work tirelessly to ensure that every student has the opportunity to learn and succeed; and

WHEREAS, Teacher Appreciation Week provides an opportunity to acknowledge and celebrate the hard work, compassion, and lasting influence of educators across our city; and

WHEREAS, it is both fitting and proper that the City Council not only recognize, but actively support teachers and advocate for their continued success and well-being.

NOW, THEREFORE, BE IT RESOLVED by the City Council of Jackson, Mississippi, hereby recognizes Teacher Appreciation Week, observed during the week of May 4, 2026, and extends its deepest appreciation to all teachers serving in our community;

BE IT FURTHER RESOLVED THAT the City Council encourages residents, businesses, and community organizations to join in honoring and supporting teachers, not only during this week, but throughout the year;

BE IT FURTHER RESOLVED THAT the City Council expresses its sincere gratitude for the lasting impact teachers have on the lives of students and on the future of the City of Jackson;

SO RESOLVED, this the 5th day of May, 2026.

Agenda Item No. 34
May 5, 20226
(Jackson City Council)

**ORDER OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI
PROHIBITING PERSONS WHO HAVE CONSUMED ALCOHOL
AND/OR ILLEGAL DRUGS FROM ATTENDING CITY COUNCIL
MEETINGS**

WHEREAS, the public health, safety, and welfare of the citizens of the City of Jackson shall be considered by this Order; and

WHEREAS, the use of alcohol and/or illegal drugs often impairs the demeanor and judgment of those who consume; and

WHEREAS, those impairments may often interfere with the well-being of other attendees, to their endangerment; and

WHEREAS, negative behaviors may result from interaction between those who have consumed alcohol and/or illegal drugs and those attending City Council meeting(s); and

WHEREAS, to effectively continue the scheduled business of the City Council of Jackson, Mississippi, without interruption, those who have consumed alcohol and/or illegal drugs will be prohibited from attending meetings of the City Council of Jackson, Mississippi; and

WHEREAS, it is in the best interest of the citizens of the City of Jackson that the Jackson City Council take the necessary steps to prohibit those who have consumed alcohol and/or illegal drugs prior to City Council meetings from attending the said meeting by all means necessary to ensure that public safety and the primary need for law and order are maintained at the highest level.

THEREFORE, IT IS HEREBY ORDERED that the City Council of Jackson, Mississippi, hereby prohibits those who have consumed alcohol and/or illegal drugs prior to City Council meetings from attending the said meeting(s).

SO ORDERED, this the ____ day of May, 2026.

Agenda Item # 35
Agenda Date: May 5, 2026
BY: STOKES

**ORDER AUTHORIZING THE CITY TO PURCHASE REAL PROPERTY FOR
USE AS A SOUTH JACKSON COMMUNITY MEETING SPACE.**

WHEREAS, the public health, safety, and welfare of the citizens of the City of Jackson shall be considered by this Order; and

WHEREAS, the City of Jackson consists of seven wards with public amenities in most wards, which allow for public meetings and use by citizens; and

WHEREAS, South Jackson in general and Ward 6 in particular lack public amenities found elsewhere in the city, and specifically Ward 6 lacks a public gathering location; and

WHEREAS, the Terry Road corridor in South Jackson was once a vibrant commercial district including banks, restaurants, retail and other businesses which have mostly closed or located elsewhere; and

WHEREAS, Ward 6 residents are seeking to increase redevelopment interest in South Jackson and have a public space where residents can gather, discuss, interact and otherwise conduct community activities; and

WHEREAS, pursuant to Miss. Code. Ann. Section 21-17-1, every municipality in the State of Mississippi has the power to purchase and hold real estate.

NOW, THEREFORE, the City Council authorizes the Mayor and administration to pursue obtaining property for public use as a community center in an amount not to exceed \$50,000.00.

Agenda Item No. 36
May 5, 2026
(Brown-Thomas)

OFFICE OF THE CITY ATTORNEY
5/5/26

**RESOLUTION OF THE CITY OF JACKSON, MISSISSIPPI
ADOPTING THE PUBLIC EMPLOYEE'S RETIREMENT SYSTEM
OF MISSISSIPPI PROPOSED MILLAGE TAX TO SUPPORT THE
COST-OF-LIVING ADJUSTMENT UNDER THE MISSISSIPPI
MUNICIPAL RETIREMENT SYSTEM**

WHEREAS, the City of Jackson, Mississippi, participates in the Mississippi Municipal Retirement System and maintains a fund known as the "City Employee Retirement Fund, which is for the benefit of certain city employees; and,

WHEREAS, under the City of Jackson's retirement plan, retired participants and beneficiaries currently receiving benefits receive a cost-of-living increase, which is funded through taxes levied on assessed properties; and,

WHEREAS, the Board of Trustees for the Public Employees' Retirement System of Mississippi (PERS) will provide the City of Jackson with the cost-of-living increases that are authorized by Section 21-29-247(2) and (3) of the Mississippi Code Annotated, as amended, to the persons authorized and entitled to receive them, after the following conditions are met:

1. The governing authority of any municipality must adopt a resolution to provide for the cost-of-living increases, and transmit the resolution to the Board of Trustees; and
2. The advisory board on the disability and relief fund must adopt a resolution supporting the provision of the cost-of-living increase and transmit the resolution to the Board of Trustees; and
3. The Board of Trustees must receive the resolutions from the governing authorities and the advisory board, and receive the most recent actuarial study of the disability and relief fund and the certified statement from the actuarial firm that the disability and relief fund will remain actuarially sound if the cost-of-living increases are provided; and

WHEREAS, according to the PERS Report of the Annual Valuation Covering the Participation of the City of Jackson in the Mississippi Municipal Retirement Systems, prepared as of June 30, 2025, the PERS millage rate is established at a level that will ensure actuarial soundness of the system; and

WHEREAS, according to the valuation report, the City of Jackson's current PERS millage rate for the fiscal year ending September 30, 2026, is more than the certified PERS millage rate for the fiscal year ending September 30, 2027, under the funding policy; and

WHEREAS, the City of Jackson must decrease its current PERS millage rate from 3.07 to the certified PERS millage rate for the fiscal year ending September 30, 2027, which is 2.76.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING AUTHORITIES OF THE CITY OF JACKSON, MISSISSIPPI, that the governing authorities for the City of Jackson, Mississippi, adopt the certified PERS millage rate of 2.76 for assessed property and authorize the Department of the Municipal Clerk to provide this

**Agenda Item No. 37
May 5, 2026
(Caldwell, Horhn)**

BE IT FURTHER RESOLVED, that the City will establish a PERS rate of no less than 2.76 mills, consistent with the PERS Actuarial Valuation for Fiscal Year 2026 beginning October 1, 2026, and that the Board of Trustees of the Public Employees' Retirement System of Mississippi is hereby directed to pay all of those persons receiving an allowance from said fund.

Agenda Item No. _____

Date: May 5, 2026

By: Caldwell, Horhn

Office of the City Attorney

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

OFFICE OF THE CITY ATTORNEY

This **RESOLUTION OF THE CITY OF JACKSON, MISSISSIPPI ADOPTING THE PUBLIC EMPLOYEE'S RETIREMENT SYSTEM OF MISSISSIPPI PROPOSED MILLAGE TAX TO SUPPORT THE COST-OF-LIVING ADJUSTMENT UNDER THE MISSISSIPPI MUNICIPAL RETIREMENT SYSTEM** is legally sufficient for placement in NOVUS Agenda.

Sondra O. Moncure

Sondra Moncure, Special Assistant

Megan Bennett, Deputy City Attorney



5/4/2026

Date



SECTION III – COMPUTED EMPLOYER CONTRIBUTION RATE

**Mississippi Municipal Retirement Systems
Computed Employer Contribution Rates¹
As of June 30, 2025 for the 2027 Fiscal Year End**

Municipality	Certified Rate for Fiscal Year Ending 9/30/2026	Current Millage Rate for Fiscal Year Ending 9/30/2026	Calculated Rate for Fiscal Year Ending 9/30/2027	Certified Rate ² for Fiscal Year Ending 9/30/2027
Biloxi	1.56	1.56	1.39	1.39
Clarksdale	4.93	4.93	4.86	4.86
Clinton	0.76	0.76	0.54	0.54
Columbus	3.32	3.35	2.80	2.80
Greenville	2.01	2.01	1.91	1.91
Greenwood	2.28	2.76	1.86	1.86
Gulfport	0.76	0.91	0.57	0.57
Hattiesburg	2.19	2.19	1.89	1.89
Jackson	3.07	3.07	2.76	2.76
Laurel	0.74	0.74	0.49	0.49
McComb	1.28	1.28	1.41	1.41
Meridian	2.01	2.01	1.51	1.51
Natchez	1.17	1.17	1.04	1.04
Pascagoula	0.91	0.91	0.80	0.80
Tupelo	1.27	1.61	1.05	1.05
Vicksburg	1.70	2.75	1.44	1.44
Yazoo City	2.38	3.03	2.39	2.39

¹ Millage rates applied to assessed property

² Calculated using cash flow projections and 5.50% investment return assumption (see Schedule H)

The Systems are funded through taxes levied on assessed properties located in the Municipalities.





MEMORANDUM

TO: Honorable John Horhn, Mayor

FROM: Jillian Caldwell, Chief Financial Officer *Jillian Caldwell*

DATE: April 10, 2026

SUBJECT: **RESOLUTION OF THE CITY OF JACKSON, MISSISSIPPI, ADOPTING THE PUBLIC EMPLOYEES' RETIREMENT SYSTEM OF MISSISSIPPI'S PROPOSED MILLAGE TAX TO SUPPORT THE COST-OF-LIVING ADJUSTMENT UNDER THE MUNICIPAL RETIREMENT SYSTEM**

The purpose of this memorandum is to provide an overview and recommendation regarding the attached resolution adopting the required millage rate to support the cost-of-living adjustment (COLA) under the City's participation in the Mississippi Municipal Retirement System administered by the Public Employees' Retirement System (PERS).

Background

The City of Jackson participates in the Mississippi Municipal Retirement System and maintains a retirement fund for eligible employees and beneficiaries. Under this system, retirees are eligible to receive cost-of-living adjustments, which are funded through a dedicated property tax millage.

Pursuant to Mississippi law, specifically Section 21-29-247, certain conditions must be met in order for PERS to authorize and distribute COLA payments. One of the primary requirements is that the governing authority of the municipality adopt and transmit a resolution confirming the necessary millage rate to support these increases. The most recent actuarial valuation prepared by PERS (as of June 30, 2025) establishes a certified millage rate necessary to maintain the actuarial soundness of the retirement fund.

Fiscal Impact & Recommendation

Adoption of this resolution ensures compliance with actuarial funding standards and avoids potential risks to the long-term solvency of the City's retirement obligations. The millage rate reflects PERS' determination of the amount necessary to sustain the fund and support COLA payments.

It is recommended that the City proceed with acknowledgment and support of this resolution to ensure continued compliance with PERS requirements and to safeguard retirement benefits for eligible employees and retirees.

Thank you for your consideration.



Providing Benefits for Life

March 10, 2026

TO: Mayors and City Clerks
Municipal Retirement Systems

FROM: Mariam May-Clayton
Member and Employer Services

RE: FY 2027 Municipality Cost-of-Living Authorization Resolution - **Due May 1, 2026**

Cities in the Municipal Retirement System (MRS) are required to maintain a fund for the benefit of participating employees, as well as fund through taxes levied on assessed properties cost-of-living increases for those retired participants and beneficiaries receiving benefits from MRS. However, to authorize payment of this cost-of-living adjustment from MRS, the Public Employees' Retirement System of Mississippi (PERS), as outlined in Mississippi Code Annotated § 21-29-247 9 (3) and (5), requires cities in MRS to annually submit a cost-of-living adjustment authorization resolution.

Your municipality's resolution must be *received* by PERS no later than **May 1, 2026**. To expedite processing, you may fax the resolution to 601-359-5262, Attn: Mariam May-Clayton, or you may email the resolution to mclayton@pers.ms.gov.

If you have any questions, please contact Mariam May-Clayton, Member and Employer Services, at 601-359-4335 or 800-444-7377. Thank you.

**ORDER CONFIRMING THE APPOINTMENT OF THE HONORABLE
JOHN HORHN TO THE SPECIAL SALES TAX COMMISSION**

WHEREAS, the Mayor appoints three members with the advice and consent of the City Council to the Special Sales Tax Commission, pursuant to Section 27-65-241 of the Mississippi Code of 1972, as amended; and

WHEREAS, the appointments are for five-year terms; and

WHEREAS, one of these appointments expired on February 28, 2026; and

WHEREAS, the Mayor desires to appoint himself to this seat for a term expiring on February 28, 2031.

IT IS, THEREFORE, ORDERED that the appointment of the Honorable John Horhn to the Special Sales Tax Commission for a term beginning March 1, 2026 and ending February 28, 2031 is hereby confirmed.

Agenda Item No. 38
May 5, 2026

Office of the City Attorney

OFFICE OF THE CITY ATTORNEY
455 East Capitol Street
Post Office Box 129
Jackson, Mississippi 39207-0129
Telephone: (601) 266-1789
Facsimile: (601) 260-1786

OFFICE OF THE CITY ATTORNEY

This **ORDER CONFIRMING THE APPOINTMENT OF THE HONORABLE JOHN HORHN TO THE SPECIAL SALES TAX COMMISSION** is legally sufficient for placement in NOVUS Agenda.

5/1/2026

DATE

Sondra Moncure, *Special Assistant* Sondra O. Moncure

Terry Williamson, *Legal Counsel* TW

**RESOLUTION OF THE CITY COUNCIL OF JACKSON, MISSISSIPPI
RECOGNIZING AND SUPPORTING THE CELEBRATION OF MOTHER’S DAY,
2026.**

WHEREAS, the celebration of Mother’s Day was started in the early 20th century by an American, Anna Jarvis, who never became a mother; at the age of twelve, Anna heard her mother as she prayed that someone would begin a day of commemoration to recognize the role mothers play in the development of humankind; and

WHEREAS, in 1907, two years after Ann Marie Jarvis died, her daughter, Anna, began an aggressive campaign to establish Mother’s Day; in 1914, Mother’s Day became an official holiday in the US.; and

WHEREAS, in almost every culture throughout the world, mothers are deeply respected and revered as the foundation of the most basic unit – the family; and

WHEREAS, traditions of recognition for mother, step-mothers, mothers-in-law, grandmother, great- grandmothers, mother figures and female relatives are diverse; and

WHEREAS, because of the affirmation of the important role of mothers in nurturing children and building a stronger society, the entire nation and world join the City of Jackson in recognizing and supporting the observance of Mother’s Day, 2026.

THEREFORE, IT IS HEREBY RESOLVED that the City Council of Jackson, Mississippi, hereby recognizes and supports the observance of Mother’s Day, 2026.

**Agenda Item No. 39
May 5, 2026
(Stokes)**