MEETING OF THE
MAYOR AND BOARD OF ALDERMAN OF THE
CITY OF RIDGELAND, MISSISSIPPI
April 7, 2020
6:00 PM

INVOCATION

PLEDGE OF ALLEGIANCE
CONSIDERATION OF MINUTES FROM PRIOR BOARD MEETING
March 17, 2020

1. AGENDA ITEMS
   a) Approve Resolution Authorizing The Refinancing of the Colony Park TIF, 2011 Series

2. CONSENT ITEMS
   a) Approve Lake Harbour Drive Extension Contractor Pay Estimate #10

   b) Approve Authorization to Advertise for Bids for Highland Colony Parkway Renaissance Driveways Traffic Signal Improvements
   c) Approve Construction Engineering & Inspection Professional Services Contract for Highland Colony Parkway-Renaissance Driveways Traffic Signal Improvements
   d) Approve Old Agency Road Truck Route Permit Lot 290 Bridgewater 7 for Barry Woodward Construction
   e) Approve Budget Amendment for Ridgeland Police Department

   f) Declare surplus property for Ridgeland Police Department

   g) Declare abandoned property surplus for the Ridgeland Police Department

   h) Approve agreement between Motorola and Ridgeland Police Department

   i) Approve Deputy Court Clerk Appointments

   j) Approve finger print processing fees

   k) Approve Memorandum of Agreement between the MS Bureau of Narcotics and Ridgeland Police Department

l) Approve Sewer Adjustment of $78.30 to Account #03-2795-00 and $11.52 for Account #05-6156-01

3. PAYMENT OF CLAIMS

a) 160200 - 160561 and March 27, 2020 Payroll ($2,824,383.47)

4. EXECUTIVE SESSION

ADJOURNMENT

INFORMATION FOR MAYOR AND BOARD

City Attorney Statement for Services thru 3/30/2020

MEETING OF THE
MAYOR AND BOARD OF ALDERMAN OF THE
CITY OF RIDGELAND, MISSISSIPPI
March 17, 2020
6:00 PM

The Mayor opened the March 17, 2020 meeting of the Mayor and Board of Aldermen to order. Present were Alderman Wesley Hamlin, Alderman Ken Heard, Alderman Kevin Holder, Alderman Brian Ramsey, Alderman D.I. Smith (via telephone), Alderman Bill Lee, City Attorney John Scanlon, and City Clerk Paula Tierce. Absent was Alderman Chuck Gautier. The meeting was opened with an invocation by Alderman Wesley Hamlin followed by the pledge of allegiance.

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The Mayor and Board of Aldermen were provided the February 2020 Financial Statement and the March 2020 Sales Tax Report.

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Next came the matter of accepting the Minutes of the March 2, 2020 Work Session and the March 3, 2020 Board of Aldermen meeting. The Minutes were accepted with no corrections noted.

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(Alderman Chuck Gautier joined the meeting at 6:04 p.m.)

Next came the consideration of the Application and Petition for Conditional Use for Holiday Inn Express (Maximum Height of 50'). Alderman Brian Ramsey moved to approve. The motion was seconded by Alderman Bill Lee and a vote was taken thereon as follows:

Vote: Aye(s): Alderman Chuck Gautier, Alderman Wesley Hamlin, Alderman Ken Heard, Alderman Kevin Holder, Alderman Brian Ramsey, Alderman D.I. Smith, Alderman Bill Lee

Nay(s): None

Abstention(s): None

The Mayor then declared the Motion carried. A copy of the Ordinance is attached hereto as Exhibit "A".

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The Mayor then declared the Motion carried. A copy of Orders B, C, D, E, and Resolution Approving Budget Amendment as Exhibit "F" are attached hereto.

Next came the Consent Items presented by Alan Hart, Community Development Director, as follows:

1. Site Plan for NorthPark-Cinema Connector
2. Site Plan/Architectural Review for Old Town Market
3. Site Plan/Architectural Review for Hospice Ministries Airgas tank (using "Old Biloxi" by Boral for brick along the East and South 8' high Walls, 8' high Hercules Horizontal Louver System in "Architectural Bronze" color with horizontal louvered gates along the east and north sides), unless otherwise approved by Mayor and Community Development Director
4. Budget Amendment Increasing Account 001-180-601 (Community Development Legal Fees) $250,000 and Decreasing General Fund $250,000

After presentation of the items, Alderman Chuck Gautier moved to approve the items as presented by Alan Hart, Community Development Director. The motion was seconded by Alderman Wesley Hamlin and a vote was taken thereon as follows:

Vote: Aye(s): Alderman Chuck Gautier, Alderman Wesley Hamlin, Alderman Ken Heard, Alderman Kevin Holder, Alderman Brian Ramsey, Alderman D.I. Smith, Alderman Bill Lee

Nay(s): None

Abstention(s): None

The Mayor then declared the Motion carried. A copy of Orders B, C, D, and E are attached hereto.

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(Alderman Chuck Gautier left the meeting.)

Next came the consideration of the following additional Consent Items presented by Alan Hart, Community Development Director:

1. Received Administrative interpretation and determination regarding new or unlisted uses for: Free-standing Restaurant with a commercial sports and recreational element (indoor/outdoor)
2. Township Go Ordinance

Alderman Kevin Holder moved to approve. The motion was seconded by Alderman Ken Heard and a vote was taken thereon as follows:

Vote: Aye(s): Alderman Wesley Hamlin, Alderman Ken Heard, Alderman Kevin Holder, Alderman Brian Ramsey, Alderman D.I. Smith, Alderman Bill Lee

Nay(s): None

Absent: Alderman Chuck Gautier

The Mayor then declared the Motion carried. A copy of the Order F and the Township Go Cup Ordinance is attached hereto as Exhibit "G".

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(Alderman Chuck Gautier rejoined the meeting.)

Next came the Consent Items presented by Mike McCollum, Public Works Director, as follows:

1. Approve Lease Agreement with Trustmark Bank for Purchase of Knuckle Boom Truck
2. Approve Lake Harbour Drive Extension Supplemental Agreement #2 Between the City of Ridgeland and Eutaw Construction

After presentation of the items, Alderman D. I. Smith moved to approve the items presented by Mike McCollum, Public Works Director. The motion was seconded by Alderman Brian Ramsey and a vote was taken thereon as follows:

Vote: Aye(s): Alderman Chuck Gautier, Alderman Wesley Hamlin, Alderman Ken Heard, Alderman Kevin Holder, Alderman Brian Ramsey, Alderman D.I. Smith, Alderman Bill Lee

Nay(s): None

Abstention(s): None

The Mayor then declared the Motion carried. A copy of Orders H and I are attached hereto.

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Next came the Consent Items presented by Police Chief John Neal as follows:

1. Approve Agreement Between PowerDMS and Ridgeland Police Department
2. Approve Special Event Permit for MS Symphony Orchestra – Pepsi Pops

Alderman Bill Lee moved to approve the Consent Items presented by Police Chief John Neal. The motion was seconded by Alderman Kevin Holder and a vote was taken thereon as follows:

Vote: Aye(s): Alderman Chuck Gautier, Alderman Wesley Hamlin, Alderman Ken Heard, Alderman Kevin Holder, Alderman Brian Ramsey, Alderman D.I. Smith, Alderman Bill Lee

Nay(s): None

Abstention(s): None

The Mayor then declared the Motion carried. A copy of Orders J and K are attached hereto.

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Next came the Consent Items presented by City Clerk Paula Tierce as follows:

1. Approve Sewer Adjustment of $424.98 to Account #05-2883-03 and $438.96 to Account #08-3400-12
2. Received February 2020 Privilege License Report
3. Approve Infectious Disease Control Police
4. Approve Administrative Leave With Pay Policy
5. Approve or Disapprove Continuation of Local Emergency Declared in Proclamation dated 3/17/2020

Alderman Wesley Hamlin moved to approve the Consent Items presented by City Clerk Paula Tierce. The motion was seconded by Alderman Chuck Gautier and a vote was taken thereon as follows:

Vote: Aye(s): Alderman Chuck Gautier, Alderman Wesley Hamlin, Alderman Ken Heard, Alderman Kevin Holder, Alderman Brian Ramsey, Alderman D.I. Smith, Alderman Bill Lee

Nay(s): None

Abstention(s): None

The Mayor then declared the Motion carried. A copy of Orders L, M, N, O, and P are attached hereto.

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Next came the payment of claims 159866 through 160199 and the March 13, 2020 payroll. Alderman Ken Heard moved to approve. The motion was seconded by Alderman Kevin Holder and a vote was taken thereon as follows:

Vote: Aye(s): Alderman Chuck Gautier, Alderman Wesley Hamlin, Alderman Ken Heard, Alderman Kevin Holder, Alderman Brian Ramsey, Alderman D.I. Smith, Alderman Bill Lee

Nay(s): None

Abstention(s): None

The Mayor then declared the Motion carried.

There being no further business before the Board of Aldermen, the Mayor adjourned the meeting at 6:40 p.m.

This the 18th day of March, 2020.

GENE F. MCGEE, MAYOR

ATTEST:

PAULA TIERCE, CITY CLERK

CITY OF RIDGELAND, MADISON COUNTY, MISS.
CORPORATE
1899
SEAL

RESOLUTION AUTHORIZING AND DIRECTING THE ISSUANCE OF (I) TAX INCREMENT LIMITED OBLIGATION REFUNDING BONDS, SERIES 2020A (COLONY PARK PROJECT) (THE "SERIES 2020A BONDS"), OF THE CITY OF RIDGELAND, MISSISSIPPI (THE "CITY"), IN THE PRINCIPAL AMOUNT OF NOT TO EXCEED FIFTEEN MILLION FIVE HUNDRED THOUSAND DOLLARS ($15,500,000) TO RAISE MONEY FOR THE PURPOSE OF PROVIDING FUNDS FOR (A) THE REFUNDING OF ALL OR A PORTION OF THE CITY'S $24,625,000 (ORIGINAL PRINCIPAL AMOUNT) TAX INCREMENT LIMITED OBLIGATION BONDS, SERIES 2009 (COLONY PARK PROJECT) DATED OCTOBER 15, 2009, (B) FUNDING A DEBT SERVICE RESERVE FUND, AND (C) PAYING THE COSTS OF ISSUANCE FOR THE SERIES 2020A BONDS; (II) TAXABLE TAX INCREMENT LIMITED OBLIGATION REFUNDING BONDS, SERIES 2020B (COLONY PARK PROJECT) (THE "SERIES 2020B BONDS"), OF THE CITY IN THE PRINCIPAL AMOUNT OF NOT TO EXCEED EIGHT MILLION DOLLARS ($8,000,000) TO RAISE MONEY FOR THE PURPOSE OF PROVIDING FUNDS FOR (A) THE REFUNDING OF ALL OR A PORTION OF THE CITY'S $10,375,000 (ORIGINAL PRINCIPAL AMOUNT) TAX INCREMENT LIMITED OBLIGATION BONDS, SERIES 2011 (COLONY PARK PROJECT) DATED APRIL 1, 2011, (B) FUNDING A DEBT SERVICE RESERVE FUND, AND (C) PAYING THE COSTS OF ISSUANCE FOR THE SERIES 2020B BONDS; AND FOR RELATED PURPOSES.

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

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

"**Act**" shall mean together the Refunding Act, the TIF Act and the REDA Act.

"**Act of Bankruptcy**" shall mean the filing of a petition in bankruptcy by or against the City under any applicable bankruptcy, insolvency, reorganization or similar law, now or hereafter in effect.

"**Additional Bonds**" shall mean any subsequent series of Bonds issued upon compliance with the terms and provisions of Section 3 hereof; provided, however, the total Outstanding principal amount of the Series 2020 Bonds and any Additional Bonds shall not exceed the principal amount of Bonds authorized by the TIF Plans, as they may be amended from time to time.

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

"**Approved Eligible Costs**" shall be eligible costs for Infrastructure Improvements that have been approved by the City in accordance with the Renaissance Reimbursement Agreement or the Prior Development Agreements.

"**Assessment Certificate**" shall mean the Assessment Certificate of the Tax Assessor of the County as required by the TIF Act, under which the Tax Assessor of the County, on behalf of the City and the County will certify as to the value of the Original Assessed Value, Current Assessed Value, Captured Assessed Value and the ad valorem portion of the Tax Increment as each relates to the Redevelopment Project and the Redevelopment Project Sites, and improvements thereon, which Assessment Certificate further sets forth the estimated amount of additional ad valorem taxes available for debt service on the Series 2020 Bonds, funding the Reserve Fund, if necessary, and the payment of the annual fees and expenses of the Paying Agent; a form of Assessment Certificate is attached hereto as **EXHIBIT A** and made a part of this Resolution as though set forth in full herein.

"**Authorized Denomination**" means $5,000 or any integral multiple of $5,000 in excess of that amount.

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

"**Beneficial Owner**" shall mean, 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.

"**Board of Supervisors**" shall mean the Board of Supervisors of the County.

"**Bond**" or "**Bonds**" shall mean the Series 2020 Bonds and any Additional Bonds.

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

"**Bond Purchase Agreement**" shall mean the Bond Purchase Agreement, dated the date of the sale of the Series 2020 Bonds, by and between the City and the Underwriter.

"**Book-Entry System**" shall mean a book-entry system established and operated for the recordation of Beneficial Owners of the Series 2020 Bonds as described in Section+ 4 herein.

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

"**Callable 2009 Bonds**" shall mean the Refunded 2009 Bonds that mature in the years 2020 through 2029, both inclusive, being redeemed with a portion of the proceeds of the Series 2020A Bonds.

"**Callable 2011 Bonds**" shall mean the Refunded 2011 Bonds that mature in the years 2022 through 2031, both inclusive, being redeemed with a portion of the proceeds of the Series 2020B Bonds.

"**Captured Assessed Value**" shall mean the incremental increase in assessed value of the real and personal property subject to taxation by the City and the County constituting the Redevelopment Project Sites and improvements thereon when the Original Assessed Value is subtracted from the Current Assessed Value for January 1, 2019 tax year, initially and each January 1 thereafter, all as set forth in the annual Assessment Certificate.

"**Chancery Clerk**" shall mean the Chancery Clerk of the County.

"**City**" shall mean the City of Ridgeland, Mississippi.

"**City Portion of the Tax Increment**" shall mean all the increased City ad valorem tax on real and personal property and all City sales tax revenue rebated to the City by the Department arising out of and generated by taxation of the retail sales originated on the Redevelopment Project Sites.

"**City Redevelopment Plan**" shall mean the Tax Increment Redevelopment Plan, City of Ridgeland, Mississippi, 2003, as may be amended and supplemented from time to time.

"**City TIF Plan**" shall mean the Tax Increment Financing Plan, Colony Park Project, City of Ridgeland, Mississippi, December 2004, as amended and restated September 2016, initially approved by the Governing Body of the City on December 7, 2004 and approved as amended and restated on November 2016, and as may be amended from time to time.

"**Clerk**" shall mean the City Clerk of the City.

"**Code**" shall mean the Internal Revenue Code of 1986, as amended and/or supplemented from time to time.

"**Continuing Disclosure Certificate**" means the Continuing Disclosure Certificate executed by the City on the date of delivery of the Series 2020 Bonds.

"**Counsel to the City**" shall mean Jerry L. Mills, Esquire, and John P. Scanlon, Esquire, Ridgeland, Mississippi.

"**County**" shall mean Madison County, Mississippi.

"**County Portion of the Tax Increment**" shall mean all increased County ad valorem taxes on real and personal property generated within the geographical limits of the Redevelopment Project Sites.

"**County Redevelopment Plan**" means the Tax Increment Redevelopment Plan, Madison County, Mississippi, 2003, as amended and supplemented from time to time.

"**County's TIF Plan**" shall mean, the Tax Increment Financing Plan, Colony Park Project, Madison County, Mississippi, December 2004, approved by the Board of Supervisors of the County on December 6, 2004 as amended and restated on November 2016, and as may be amended from time to time.

"**Current Assessed Value**" shall mean the value of the Redevelopment Project and all improvement thereon that constitute real property and personal property as certified by the County Tax Assessor for the January 1, 2019 tax year and on each January 1 thereafter, said determination being made pursuant to information made available to the County Tax Assessor by the Renaissance Developer and the Prior Developers concerning the Redevelopment Project Sites.

"**Current Diversion Amount**" shall initially mean the amount of sales tax collected within the boundaries of the Redevelopment Project Site and diverted to the City in the twelve (12) month period ending April 2020 and then on each year thereafter as long as the Series 2020 Bonds remain outstanding and as set forth in the annual Diversion Certificate of the Department filed with the City.

"**Debt Service Payments**" shall mean the annual principal and interest payments on (a) the Series 2020 Bonds as provided in the Bond Purchase Agreement and (b) any Additional Bonds issued in accordance with Section 3 hereof.

"**Department**" shall mean the Mississippi Department of Revenue and any successor entity thereof.

"**Diversion Certificate**" shall mean the certificate of the Department required by the Act, under which the Department will annually certify to the Current Diversion Amount generated within the Redevelopment Project and the Redevelopment Project Sites, which Diversion Certificate further sets forth the amount of sales tax revenues available for debt service on the Series 2020 Bonds, funding the Reserve Fund, if necessary, and the payment of the annual fees and expenses of the Paying Agent; a form of Diversion Certificate is attached hereto as **EXHIBIT B** and made a part of this Resolution as though set forth in full herein.

"**Direct Participant**" means a broker-dealer, bank or other financial institution for which the Securities Depository holds Bonds as a securities depository.

"**DTC**" means The Depository Trust Company.

"**DTC participants**" shall mean any participant for whom DTC is a Security Depository Nominee.

"**Escrow Agent**" shall mean any bank, trust company or other institution designated by the Governing Body of the City for the payment of the principal of and interest on the Refunded 2009 Bonds and the Refunded 2011 Bonds as provided under the Escrow Agreement.

"**Escrow Agreement**" shall mean that certain Escrow Agreement, dated as of April 1, 2020, by and between the City and the Escrow Agent.

"**Fiscal Year**" shall mean the period commencing on the first day of October of any year and ending on the last day of September of the following year.

"**Governing Body**" shall mean the Mayor and Board of Aldermen of the City.

"**Indirect Participant**" shall mean a broker-dealer, bank or other financial institution for which the Securities Depository holds Bonds as a securities depository through a Direct Participant.

"**Infrastructure Improvements**" shall mean and include, but are not limited to, as authorized under the TIF Plans, installation of utilities such as water, sanitary sewer and natural gas lines; relocation of utilities; installation and relocation of electrical services; installation of storm drainage; construction of roadways with curbs and gutters parking, sidewalks; installation of traffic signalization and signage; grading; lighting and landscaping of rights-of-way; purchase of rights-of-way and other property necessary for the installation of the infrastructure and other improvements described hereinabove; capitalized interest; and other related expenses such as engineering; all expenses in connection with the authorization, sale, and issuance of bonds, or indebtedness; TIF plan preparation fees and other incidental related costs; and related professional fees.

"**Letter of Representations**" shall mean the blanket issuer letter of representations from the City and/or Paying Agent to DTC under the Book-Entry System.

"**Mayor**" shall mean the Mayor of the City.

"**Moody's**" shall mean Moody's Investors Service, Inc., a Delaware corporation, its successors and assigns and, if dissolved or liquidated or if it no longer performs 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.

"**Municipal Advisor**" shall mean Government Consultants, Inc., Madison, Mississippi.

"**Original Assessed Value**" shall mean the assessed value of the real property and personal property, located within the Redevelopment Project Sites, as of January 1, 2004, the tax lien date as certified by the County Tax Assessor and/or the Clerk, and as defined in Section 21-45-21 of the TIF Act.

"**Original Diversion Amount**" shall mean the amount of sales tax revenues collected within the Redevelopment Project Sites and diverted to the City in the twelve (12) month period ending November 30, 2004, as certified by the Department, as required by the TIF Act, which amount has been certified by the Department at $0.00 dollars.

"**Outstanding**" means all Bonds that have been authenticated and delivered to the Paying Agent pursuant to this Resolution, except the following: (i) Bonds canceled or purchased by or delivered to the Paying Agent for cancellation pursuant to the provisions of this Resolution, (ii) Bonds that have become due (at maturity or on redemption, acceleration or otherwise) and for the payment, including interest accrued to the due date, of which sufficient moneys are held by

the City and/or Paying Agent; (iii) Bonds deemed paid pursuant to Section 5 of this Resolution; and (iv) Bonds that have been authenticated under Section 6 of this Resolution (relating to registration and exchange of Bonds) or Sections 4 and 9 of this Resolution (relating to mutilated, lost, stolen, destroyed or undelivered Bonds) in lieu of other Bonds.

"**Paying Agent**" shall mean any bank, rust company or other institution for the payment of the principal of and interest on the Bonds, and to serve as registrar and transfer agent for the registration of owners of the Bonds, and for the performance of other duties as may be herein or hereafter specified by the Governing Body.

"**Percentage of Payments**" shall mean the quotient determined by dividing the Debt Service Payments by the Tax Increment which equals the percentage to be applied to the City Portion of the Tax Increment and the County Portion of the Tax Increment.

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

"**Prior Developers**" shall mean Highland Colony Land Company, LLC, a Mississippi limited liability company and Township Land Company, LLC, a Mississippi limited liability company.

"**Prior Development Agreements**" shall mean collectively, that certain Security and Reimbursement Agreement dated June 12, 2006, by and between the City and the Highland Colony Land Company, LLC, as acknowledged and approved by Madison County, Mississippi on June 12, 2006 and that certain Security and Reimbursement Agreement dated June 12, 2006, by and between the City and Township Loan Company, LLC, as acknowledged and approved by Madison County, Mississippi on June 12, 2006.

"**Record Date**" shall mean, as to interest payments, the 15th day of the month preceding the dates set for payment of interest on the Series 2020 Bonds and, as to payments of principal, the 15th day of the month preceding the maturity date, or the date set for redemption.

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

"**REDA Act**" shall mean Section 57-64-1 *et seq.* of the Mississippi Code of 1972, as amended or supplemented from time to time.

"**REDA Agreement**" shall mean the Regional Economic Development Alliance Agreement (Colony Park Project) dated as of June 5, 2006, by and between the City and the County, approved by the Attorney General of the State, and properly filed with the Chancery Clerk of the County and the State Auditor of the State, all in accordance with the REDA Act.

"**Redevelopment Plans**" shall mean together the City Redevelopment Plan and the County Redevelopment Plan.

"**Redevelopment Project**" shall mean together the improvements constructed on the Redevelopment Project Sites, as detailed in **EXHIBIT C**, attached hereto and made a part hereof.

"**Redevelopment Project Sites**" shall mean the parcels of real property described in **EXHIBIT C** attached hereto and made a part hereof, upon which the Redevelopment Project was constructed, and the 2020 Redevelopment Project will be constructed.

"**Refunded 2009 Bonds**" shall mean the 2009 Bonds which mature in the years 2020 through 2029 or the maturities of the 2009 Bonds listed in the Bond Purchase Agreement, being refunded with a portion of the proceeds of the Series 2020A Bonds.

"**Refunded 2011 Bonds**" shall mean the 2011 Bonds which mature in the years 2022 through 2029, being refunded with a portion of the proceeds of the Series 2020B Bonds.

"**Refunding Act**" shall mean Sections 31-27-1 *et seq.*, Mississippi Code of 1972, as amended and supplemented from time to time.

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

"**Reserve Fund**" shall mean that debt service reserve fund created and established pursuant to this Resolution into which the City will deposit proceeds of the Series 2020 Bonds representing an amount equal to the Reserve Fund Requirement, and in addition, subsequent to the closing, that portion of the Tax Increment Surplus necessary to provide funds sufficient in the aggregate to fund any shortfall in the Reserve Fund as such is provided for in Section 19 hereof.

"**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, issued by a bank or other financial institution, which is acceptable to the City, having a long-term credit rating of "A" or better, as determined by S&P which Reserve Fund Credit Facility names the Paying Agent as the beneficiary thereunder; provided, that any such Reserve Fund Credit Facility (other than an insurance policy extending to the maturity date of the Series 2020 Bonds) 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 Reserve Fund Credit Facility must notify the City and the Paying Agent, no less than thirty (30) days in advance of the expiration of the Reserve Fund Credit Facility of its intention not to renew or extend such Reserve Fund Credit Facility; (d) permit the Paying Agent to make a drawing thereunder to fund the Reserve Fund no later than five (5) Business Days prior to the earlier of (1) the expiration date of such Reserve Fund Credit Facility and (2) the date the proceeds of such drawing will be needed to fund the Reserve Fund.

"**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 the 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 Reserve Requirement may be funded with cash or a Reserve Fund Credit Facility; provided, however, that upon initial issuance of the Series 2020 Bonds, the 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 Reserve Fund will not be invested a yield in excess of the yield on the Series 2020 Bonds. The Reserve Fund Requirement shall initially be funded as provided in the Bond Purchase Agreement.

"**Resolution**" shall mean this Resolution adopted by the City authorizing the issuance of the Series 2020 Bonds.

"**S&P**" shall mean Standard & Poor's Credit Market Services, a division of The McGraw Hill Companies, Inc., a New York corporation, 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.

"**Securities Depository**" shall mean The Depository Trust Company and any substitute for or successor to such securities depository that shall maintain a Book-Entry System with respect to the Series 2020 Bonds.

"**Securities Depository Nominee**" shall mean the Securities Depository or the nominee of such Securities Depository in whose name there shall be registered on the registration records the Series 2020 Bonds to be delivered to such Securities Depository during the continuation with such Securities Depository of participation in its Book-Entry System.

"**Series 2020 Bonds**" shall mean the Series 2020A Bonds and the Series 2020B Bonds.

"**Series 2020 Project**" shall mean together the Series 2020A Project and the Series 2020B Project.

"**Series 2020A Bonds**" shall mean the not to exceed $15,500,000 Tax Increment Limited Obligation Refunding Bonds, Series 2020A (Colony Park Project) of the City authorized and directed to be issued pursuant to this Resolution.

"**Series 2020A Project**" shall mean providing funds for (i) the current refunding of all the 2009 Bonds, (ii) the Reserve Fund, if necessary and (iii) paying the costs of issuance of the Series 2020A Bonds.

"**Series 2020B Bonds**" shall mean the not to exceed $8,000,000 Taxable Tax Increment Limited Obligation Refunding Bonds, Series 2020B (Colony Park Project) of the City authorized and directed to be issued pursuant to this Resolution.

"**Series 2020B Project**" shall mean providing funds for (i) the advance refunding of all the 2011 Bonds, (ii) the Reserve Fund, if necessary and (iii) paying the costs of issuance of the Series 2020B Bonds.

"**State**" shall mean the State of Mississippi.

"**Tax Increment**" shall mean (i) the added increments of City and County ad valorem tax revenue which results from the taxation of the Captured Assessed Value of the real property and personal property and improvements thereon contained within and forming a part of the Redevelopment Project Sites, and (b) the added increments of sale tax revenue rebated to the City by the Department arising out of and generated by taxation of the retail sales originated on the Redevelopment Project Sites, which shall be necessary and sufficient to pay the principal of and interest on the Series 2020 Bonds, fund the Reserve Fund and pay the annual fees and expenses of the Paying Agent.

"**Tax Increment Surplus**" shall mean the remainder of the Tax Increment after deducting amounts necessary to pay Debt Service Payments, the annual fees and expenses of the Paying Agent and fund any shortfall in the Reserve Fund; which surplus shall be withheld proportionately by the City and the County, based on proportional percentages as set forth in the Interlocal Agreement and used by the City and the County for any lawful purpose as authorized by State law.

"**TIF Act**" shall mean Sections 21-45-1 *et seq.*, Mississippi Code of 1972, as amended and/or supplemented from time to time.

"**TIF Plans**" shall mean together the City's TIF Plan and the County's TIF Plan.

"**Transfer Agent**" shall mean any bank, trust company or other institution hereafter designated by the Governing Body for the registration of owners of the Series 2020 Bonds and for the performance of such other duties as may be herein or hereafter specified by the Governing Body.

"**2009 TIF Bonds**" shall mean the City of Ridgeland, Mississippi Tax Increment Limited Obligation Bonds, Series 2009 (Colony Park Project) dated October 15, 2009, issued in original principal amount of $24,625,000 and presently outstanding in the amount of $14,970,000.

"**2009 Debt Service Reserve Funds**" shall mean those monies held by, or on behalf of, the City in the debt service reserve fund for the 2009 TIF Bonds.

"**2011 TIF Bonds**" shall mean the City of Ridgeland, Mississippi Tax Increment Limited Obligation Bonds, Series 2011 (Colony Park Project) dated April 1, 2011, issued in original principal amount of $10,375,000 and presently outstanding in the amount of $7,470,000.

"**2011 Debt Service Reserve Funds**" shall mean those monies held by, or on behalf of, the City in the debt service reserve fund for the 2011 TIF Bonds.

"**2020 Bond Fund**" shall mean the City of Ridgeland, Mississippi Colony Park Project Bond Fund provided for in Section 15 hereof.

"**Underwriter**" shall mean Duncan-Williams, Inc., Memphis, Tennessee.

"**United States**" shall mean the United States of America.

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

2. The City, a municipality as defined in TIF Act, is authorized and empowered by the Constitution and statutes of the State, including the Act, to undertake and carry out redevelopment projects within an area determined by the Governing Body of the City to be in need of development and/or redevelopment and designated as appropriate for a redevelopment project, in accordance with the Redevelopment Plans and TIF Plans adopted by the Governing Body of the City and the Board of Supervisors of the County, as applicable.

3. Said redevelopment projects may include: (i) to acquire the redevelopment area, including lands, structures or improvements the acquisition of which is necessary or incidental to the proper clearance, development or redevelopment of such areas or to the prevention of the spread or recurrence of slum conditions or conditions of blight; (ii) to clear the redevelopment area by demolition or removal of existing buildings, structures, streets, utilities or other improvements thereon and to install, construct or reconstruct streets, utilities, bulkheads, boat docks and site improvements essential to the preparation of sites for uses in accordance with the Redevelopment Plans and public improvements to encourage private redevelopment in accordance with the Redevelopment Plans; or (iii) to sell or lease property acquired by the City as part of the Redevelopment Project for not less than their fair value for uses in accordance with the Redevelopment Plans, and to retain property or public improvements for public use in accordance with the Redevelopment Plans.

The "Redevelopment Project" may also include the preparation of Redevelopment Plans, the planning, survey and other work incident to the Redevelopment Project, and the preparation of all plans and arrangements for carrying out the Redevelopment Project, and the relocation of businesses and families required under applicable law.

4. The Governing Body of the City approved the City Redevelopment Plan and conducted a public hearing on the City Redevelopment Plan in the manner required by the Act. The Board of Supervisors of the County approved the County Redevelopment Plan and conducted a public hearing on the County Redevelopment Plan in the manner required by the Act.

On December 7, 2004 and October 16, 2016, the City approved and adopted the City TIF Plan. On December 6, 2004 and November 2016, the County approved and adopted the County TIF Plan. The TIF Plans provide for the joint and mutual pledge and division of the Tax Increment generated by the development and redevelopment within the Redevelopment Project Sites as security for the Series 2020 Bonds.

5. To the greatest extent it determines to be feasible, the City shall afford maximum opportunity, consistent with the sound needs of the City as a whole, to the rehabilitation or redevelopment of the redevelopment areas by private enterprise. In order to utilize appropriate

private or public resources to eliminate and prevent the development or spread of slums and urban blight, to encourage needed urban rehabilitation, to provide for the redevelopment of slum and blighted areas, and to achieve the objectives of the Redevelopment Plans, the City shall encourage rehabilitation and clearance and redevelopment within the redevelopment areas by: (1) carrying out a program of voluntary repair and rehabilitation of buildings or other improvements in accordance with the Redevelopment Plans, including, from time to time, making loans to defray all or part of the costs (including costs of acquiring real estate) of repairing and rehabilitating buildings or other improvements in accordance with the Redevelopment Plans; and (2) making loans, from time to time, to defray all or part of the costs of acquiring real property, demolishing and removing buildings and improvements, and constructing improvements (including buildings) in the redevelopment area in accordance with the Redevelopment Plans. Such loans shall be made in accordance with the requirements under the General Plan as defined in the Redevelopment Plans. Pursuant to the Interlocal Agreement, the City shall also have full authority to issue tax increment bonds for the purpose of completing all of or a part of the Infrastructure Improvements, in accordance with the TIF Plans.

6. On October 15, 2009, the City issued the 2009 TIF Bonds in order to provide funds (i) for the costs of Infrastructure Improvements associated with the Redevelopment Project, (ii) for a debt service reserve fund and (iii) for the costs of issuance for the 2009 TIF Bonds. On April 21, 2011, the City issued the 2011 TIF Bonds in order to provide funds (i) for the costs of Infrastructure Improvements associated with the Redevelopment Project, (ii) for a debt service reserve fund and (iii) for the costs of issuance for the 2011 TIF Bonds.

7. The City desires to issue and sell the Series 2020 Bonds for the purpose of providing funds for financing the Series 2020 Project in accordance with the Redevelopment Plans, the TIF Plans and the Interlocal Agreement.

8. As an inducement to the City to issue the Series 2020 Bonds and to apply the proceeds of such Bonds to fund the cost of the Series 2020 Project, it is contemplated by the City that a portion of the Tax Increment collected with respect to the Redevelopment Projects will be in an amount sufficient for the payment of Debt Service Payments, the annual fees and expenses of the Paying Agent, to fully fund the Reserve Fund, if necessary, along with any deficiency in such fund, and any remaining Tax Increment Surplus used as provided in the Interlocal Agreement.

9. The Governing Body will not provide for the issuance of Additional Bonds payable from the Tax Increment except as provided in this Resolution.

10. The Governing Body is authorized and empowered by the provisions of the Act to issue the Series 2020 Bonds in the form and manner hereinafter provided for by the Act.

11. There have been submitted to this meeting forms of:

(a) the Preliminary Official Statement (the "**Preliminary Official Statement**") describing the Series 2020 Bonds and other matters in connection with the sale and issuance of the Series 2020 Bonds,

(b) the Bond Purchase Agreement providing for the terms and conditions of the sale of the Series 2020 Bonds,

(c) a Continuing Disclosure Certificate, and

(d) the Escrow Agreement providing for the refunding of the 2009 TIF Bonds and the 2011 TIF Bonds.

12. It has now become necessary to make provision for the preparation, execution and issuance of the Series 2020 Bonds.

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 Act and all matters and things recited in the premises and preamble of this Resolution are found and determined to be true and correct.

SECTION 2. (a) In consideration of the purchase and acceptance of any and all of the Series 2020 Bonds by those who shall hold the same from time to time, this Resolution shall constitute a contract between the City and the Registered Owners from time to time of the Series 2020 Bonds.

(b) For the purpose of effecting and providing for the payment of the principal of and interest on the Series 2020 Bonds as the same shall respectively mature and accrue, there is hereby irrevocably pledged:

(i) the avails of the Tax Increment authorized herein as the same is received; and

(ii) the amounts held on behalf of the City in the funds and accounts established herein, namely the 2020 Construction Fund, the Reserve Fund and the 2020 Bond Fund.

Should there be a failure in any year to comply with the requirements of this subsection (b), such failure shall not impair the right of the Registered Owners of any of the Series 2020 Bonds to subsequently receive payments of principal of and interest on the Series 2020 Bonds from the avails of the Tax Increment or amounts in the funds and accounts named in this subsection (b).

The pledge made herein, and the covenants and agreements herein set forth to be performed on behalf of the City shall be for the equal benefit, protection and security of the Registered Owners of any and all of the Series 2020 Bonds, including Additional Bonds, all of which, regardless of the time or times of their authentication and delivery or maturity, shall be of equal rank without preference, priority or distinction.

SECTION 3. (a) The Series 2020A Bonds are hereby authorized and ordered to be prepared and issued in the principal amount of not to exceed Fifteen Million Five Hundred Thousand Dollars ($15,500,000) to raise money for the Series 2020A Project as authorized by the Act. The Series 2020B Bonds are hereby authorized and ordered to be prepared and issued in the principal amount of not to exceed Eight Million Dollars ($8,000,000) to raise money for the Series 2020B Project as authorized by the Act.

(b) Should the City in it its sole discretion elects to authorize the issuance of Additional Bonds in connection with Redevelopment Projects, the following conditions shall be complied with:

(i) the amount Outstanding of the Series 2020 Bonds and the proposed Additional Bonds must not exceed the principal amount of Bonds authorized by the TIF Plans, as they may be amended from time to time;

(ii) the City must be current in all deposits into the 2020 Bond Fund and all payments required to have been deposited or made by it under the provisions of this Resolution;

(iii) (1) the consent of the Holders of one hundred percent (100%) of the then Outstanding Bonds to the issuance of the proposed Additional Bonds shall have been obtained; or

(2) the Tax Increment during any twelve (12) consecutive months of the eighteen (18) months immediately preceding delivery of any Additional Bonds, as certified by an Accountant, will be at least equal to one hundred twenty percent (120%) of the debt service requirement, calculated by including the current year debt service on the Series 2020 Bonds plus the annual average debt service on any Additional Bonds, or

(3) the Tax Increment for twelve (12) consecutive months of the eighteen (18) months following the issuance of any additional bonds are projected to be at least equal to one hundred twenty percent (120%) of the current year debt service with respect to the Series 2020 Bonds, plus the average annual debt service requirement on any Additional Bonds, according to projections of the Tax Increment certified by the Tax Assessor of the County as to ad valorem taxes, and as to incremental sales tax revenues, projections prepared by an independent financial advisor or urban planner experienced in preparing tax increment financing plans and in making such projections in the State, which projections shall apply only to new businesses that are open for business but are not on the tax roll of the County and have no operating history with respect to retail sales, or

(4) if the proposed Additional Bonds are issued for the purpose of refunding any Bonds, then the annual debt service requirement must be equal to or lower after such refunding for each year of scheduled debt service payments during the term of the refunding bonds and the Outstanding Bonds that are not being refunded in the event of a partial redemption; and

(iv) any Additional Bonds shall be issued for a purpose or purposes authorized by the Act.

(c) Such Additional Bonds: (i) shall be dated the day of their issuance, shall bear interest at a rate or rates not in excess of the rate then permitted by applicable State law, and shall be payable as to principal and interest and shall mature on such payment dates as shall be specified in this Resolution adopted in connection with the issuance of the Additional Bonds; (ii) shall have such particular designations added to their title as the City may determine, and may be in such denominations as shall be specified in this Resolution adopted in connection with the issuance of the Additional Bonds; and (iii) may contain provisions for the redemption thereof at such redemption price or prices, at such time or times, upon such notice, in such manner and upon such other terms and conditions as shall be specified in this Resolution adopted in connection with the issuance of the Additional Bonds.

(d) The City hereby covenants and agrees that in the event Additional Bonds are issued, it shall: (i) adjust the annual deposits into the 2020 Bond Fund in an amount that will be sufficient to pay the principal of and interest on the Series 2020 Bonds and such Additional Bonds; (ii) deposit into the Reserve Fund an amount equal to the lesser of the following:

(1) the Reserve Fund Requirement as calculated for the Series 2020 Bonds then Outstanding and such Additional Bonds; or

(2) the maximum amount which, if deposited therein, in the opinion of nationally recognized bond counsel, would not adversely affect the tax-exempt status of interest on the Series 2020A Bonds and any such Additional Bonds issued on a tax-exempt basis.

(e) The City may refund all or any part of the Series 2020 Bonds so long as the debt service on the Series 2020 Bonds, after refunding, provides debt service savings on the Series 2020 Bonds. If it is provided in any subsequently issued Additional Bonds that excess moneys in the 2020 Bond Fund shall be used to redeem the Series 2020 Bonds in advance of scheduled maturity, in whole or in part, or if the City, at its option, undertakes to redeem Outstanding Series 2020 Bonds in advance of scheduled maturity, in whole or in part, it is agreed and understood that: (i) calls of or prepayment on bonds will apply to each series of Bonds in the amounts and in the years as may be determined by the City and the Paying Agent; and (ii) calls of bonds for each series of Bonds will be in accordance with the call provisions of the respective Series 2020 Bonds.

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

(g) The City shall not issue any obligations whatsoever on parity with the Series 2020 Bonds, except in the manner and under the conditions provided in this Section 3. Junior and subordinate bonds may be issued from time to time within the discretion of the City.

SECTION 4. (a) The Series 2020 Bonds shall initially be issued pursuant to a Book-Entry System administered by the Securities Depository with no physical distribution of Bond certificates to be made except as provided in this Section 4. Any provision of this Resolution or the Series 2020 Bonds requiring physical delivery of the Series 2020 Bonds shall, with respect to any Bonds held under the Book-Entry System, be deemed to be satisfied by a notation on the Registration Records maintained by the Paying Agent that such Bonds are subject to the Book-Entry System.

(b) So long as a Book-Entry System is being used, one Bond in the aggregate principal amount of each separate maturity (whether serially or by term) of the Series 2020 Bonds and registered in the name of the Securities Depository, the Securities Depository Nominee and the DTC participants and Indirect Participants will evidence beneficial ownership of the Series 2020 Bonds in Authorized Denominations, with transfers of ownership effected on the records of the Securities Depository, the DTC participants and the Indirect Participants pursuant to rules and procedures established by the Securities Depository, the DTC participants and the Indirect Participants. The principal of and any premium on each Bond shall be payable to the Securities Depository Nominee or any other person appearing on the Registration Records as the Registered Holder of such Bond or its registered assigns or legal representative at the principal office of the Paying Agent. So long as the Book-Entry System is in effect, the Securities Depository will be recognized as the Holder of the Series 2020 Bonds for all purposes. Transfer of principal, interest and any premium payments or notices to DTC participants and Indirect Participants will be the responsibility of the Securities Depository and transfer of principal, interest and any premium payments or notices to Beneficial Owners will be the responsibility of the DTC participants and Indirect Participants. No other party will be responsible or liable for such transfers of payments or notices or for maintaining, supervising or reviewing such records maintained by the Securities Depository, the DTC participants or the Indirect Participants. While the Securities Depository Nominee or the Securities Depository, as the case may be, is the registered owner of the Series 2020 Bonds, notwithstanding any other provisions set forth herein, payments of principal of, redemption premium, if any, and interest on the Series 2020 Bonds shall be made to the Securities Depository Nominee or the Securities Depository, as the case may be, by wire transfer in immediately available funds to the account of such Holder, without notice to or the consent of the Beneficial Owners, the Paying Agent, with the consent of the City, and the Securities Depository may agree in writing to make payments of principal and interest in a manner different from that set out herein. In such event, the Paying Agent shall make payments with respect to the Series 2020 Bonds in such manner as if set forth herein.

(c) The City may at any time elect with the prior written consent of the Underwriter (i) to provide for the replacement of any Securities Depository as the depository for the Series 2020 Bonds with another qualified Securities Depository, or (ii) to discontinue the maintenance of the Series 2020 Bonds under a Book-Entry System. In such event, and upon being notified by the City of such election, the Paying Agent shall give thirty (30) days' prior notice of such election to the Securities Depository (or such fewer number of days as shall be acceptable to such Securities Depository).

(d) Upon the discontinuance of the maintenance of the Series 2020 Bonds under a Book-Entry System, the City will cause Bonds to be issued directly to the Beneficial Owners of Bonds, or their designees, as further described below. In such event, the Paying Agent shall make provisions to notify DTC participants and the Beneficial Owners of the Series 2020 Bonds, by mailing an appropriate notice to the Securities Depository, or by other means deemed appropriate by the Paying Agent in its discretion, that Bonds will be directly issued to the Beneficial Owners of Bonds as of a date set forth in such notice, which shall be a date at least ten (10) days after the date of mailing of such notice (or such fewer number of days as shall be acceptable to the Securities Depository).

(e) In the event that Bonds are to be issued to the Beneficial Owners of the Series 2020 Bonds, or their designees, the City shall, at its expense, promptly have prepared Bonds in certificated form registered in the names of the Beneficial Owners of Bonds shown on the records of the DTC participants provided to the Paying Agent, as of the date set forth in the notice described above. Bonds issued to the Beneficial Owners, or their designees, shall be in fully registered form substantially in the form set forth in **EXHIBIT D** attached hereto.

(f) If any Securities Depository is replaced as the depository for the Series 2020 Bonds with another qualified Securities Depository, the City will issue to the replacement Securities Depository Bonds substantially in the form set forth herein, registered in the name of such replacement Securities Depository.

(g) Each Securities Depository and the DTC participants, the Indirect Participants and the Beneficial Owners of the Series 2020 Bonds, by their acceptance of the Series 2020 Bonds, agree that the City, the Underwriter and the Paying Agent shall have no liability for the failure of any Securities Depository to perform its obligation to any DTC participant, Indirect Participant or other nominee of any Beneficial Owner of any Bonds to perform any obligation that such DTC participant, Indirect Participant or other nominee may incur to any Beneficial Owner of the Series 2020 Bonds.

(h) Notwithstanding any other provision of this Resolution, on or prior to the date of issuance of the Series 2020 Bonds, the City shall have executed and delivered to the initial Securities Depository the Letter of Representations governing various matters relating to the Securities Depository and its activities pertaining to the Series 2020 Bonds. The terms and provisions of the Letter of Representations are incorporated herein by reference and in the event, there shall exist any inconsistency between the substantive provisions of the Letter of Representations and any provisions of this Resolution, then, for as long as the initial Securities Depository shall serve with respect to the Series 2020 Bonds, the terms of the Letter of Representations shall govern.

(i) Notwithstanding any provision in this Resolution to the contrary, at all times in which the Book-Entry System is in effect, any references to physical delivery of a Bond shall not be required.

SECTION 5. (a) Payments of interest on the Series 2020 Bonds shall be made to the Record Date Registered Owner, and payments of principal shall be made upon presentation and

surrender thereof at the principal office of the Paying Agent to the Record Date Registered Owner in lawful money of the United States.

(b) The Series 2020 Bonds shall be registered as to both principal and interest; shall be dated the date of delivery; shall be issued in Authorized Denominations; shall be numbered from one upward in the order of issuance; shall bear interest from the date thereof at the rate or rates specified in the Bond Purchase Agreement, payable on April 1 and October 1 of each year (each an "**Interest Payment Date**"), commencing October 1, 2020 (unless otherwise specified in the Bond Purchase Agreement); the Series 2020 Bonds shall mature and become due and payable on October 1 in principal amounts as set forth in the Bond Purchase Agreement (unless otherwise specified in the Bond Purchase Agreement). The Series 2020 Bonds shall provide for maturity dates and interest rates that do not exceed the maximum authorized under State law.

(c) The Series 2020 Bonds will be subject to redemption as set forth in the Bond Purchase Agreement.

(d) Notice of redemption identifying the numbers of Bonds or portions thereof to be redeemed, which notice may be conditional, shall be given to the Registered Owners thereof by first class mail at least thirty (30) days and not more than sixty (60) days prior to the date fixed for redemption. Failure to mail or receive any such notice, or any defect therein or in the mailing thereof, shall not affect the validity of any proceedings for the redemption of Bonds. Any notice mailed as provided herein shall be conclusively presumed to have been given, irrespective of whether received. If such written notice of redemption is made and if due provision for payment of the redemption price is made, all as provided above, the Series 2020 Bonds which are to be redeemed thereby automatically shall be deemed to have been redeemed prior to their scheduled maturities, and they shall not bear interest after the date fixed for redemption, and they shall not be regarded as being outstanding except for the right of the owner to receive the redemption price out of the funds provided for such payment. If at the time of mailing of any notice of redemption, there shall not be on deposit with the Paying Agent sufficient moneys to redeem all of the Series 2020 Bonds called for redemption, such notice shall state that it is subject to the deposit of moneys with the Paying Agent not later than on the redemption date and shall be of no effect unless such moneys are deposited.

(e) The Bonds, for which the payment of sufficient moneys or, to the extent permitted by the laws of the State, (i) direct obligations of, or obligations for the payment of the principal of and interest on which are unconditionally guaranteed by, the United States ("**Government Obligations**"), (ii) certificates of deposit or municipal obligations fully secured by Government Obligations, (iii) evidences of ownership of proportionate interests in future interest or principal payments on Government Obligations 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 on the Government Obligations and which Government Obligations are not available to satisfy any claim of the custodian or any person claiming through the custodian or to whom the custodian may be obligated, (iv) State and Local Government Series ("**SLGS**") Securities, and (v) municipal obligations, the payment of the principal of, interest and redemption premium, if any, on which are irrevocably secured by Government Obligations and which Government Obligations are not subject to redemption prior

to the date on which the proceeds attributable to the principal of such obligations are to be used and have been deposited in an escrow account which is irrevocably pledged to the payment of the principal of and interest and redemption premium, if any, on such municipal obligations (all of which collectively, with Government Obligations, "**Defeasance Securities**"), shall have been deposited with an escrow agent appointed for such purpose, which may be the Paying and Transfer Agent, shall be deemed to have been paid, shall cease to be entitled to any lien, benefit or security under this Resolution and shall no longer be deemed to be outstanding hereunder, and the Registered Owners shall have no rights in respect thereof except to receive payment of the principal of and interest on such Bonds from the funds held for that purpose. Defeasance Securities shall be considered sufficient under this Resolution if said investments, with interest, mature and bear interest in such amounts and at such times as will assure sufficient cash to pay currently maturing interest and to pay principal when due on such Bonds.

SECTION 6. (a) When the Series 2020 Bonds have been validated and executed as herein provided, they shall be registered as an obligation 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 the reverse side of each of the Series 2020 Bonds or attached thereto, over his manual or facsimile signature and manual or facsimile seal, his certificate in substantially the form set out in Section 8.

(b) The Series 2020 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 Series 2020 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 Series 2020 Bonds shall cease to be such official before the delivery or reissuance thereof, such signature or such facsimile shall nevertheless be valid and sufficient for all purposes, the same as if such official had remained in office until delivery or reissuance.

(c) The Series 2020 Bonds shall not bear a greater overall maximum interest rate to maturity than eleven percent (11%) per annum and shall mature in the amounts and on the dates as specified in the Bond Purchase Agreement.

(d) The Series 2020 Bonds shall be delivered to the Underwriter upon payment of the purchase price therefor in accordance with the terms and conditions of the 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 Series 2020 Bonds, and the final, unqualified approving opinion of Bond Counsel.

(e) Prior to or simultaneously with the delivery by the Transfer Agent of any of the Series 2020 Bonds, the City shall file with the Transfer Agent and the Underwriter:

(i) a copy, certified by the Clerk, of the transcript of proceedings of the Governing Body in connection with the authorization, issuance, sale and validation of the Series 2020 Bonds; and

(ii) an authorization to the Transfer Agent, signed by the Mayor or Clerk, to authenticate and deliver the Series 2020 Bonds to the Underwriter.

(f) At delivery, the Transfer Agent shall authenticate the Series 2020 Bonds and deliver them to the Underwriter thereof upon payment of the purchase price of the Series 2020 Bonds to the City in accordance with the Bond Purchase Agreement.

(g) Bonds, blank as to denomination, rate of interest, date of maturity and numbered 1 upward and sufficient in quantity in the judgment of the City to meet the reasonable transfer and reissuance needs on the Series 2020 Bonds, shall be printed and delivered to the Transfer Agent in generally-accepted format, and held by the Transfer Agent until needed for transfer or reissuance, whereupon the Transfer Agent shall imprint the appropriate information as to denomination, rate of interest, date of maturity and number prior to the registration, authentication and delivery thereof to the transferee holder. The Transfer Agent is hereby authorized upon the approval of the Governing Body to have printed from time to time as necessary additional Bonds bearing the manual or facsimile seal of the City and manual or facsimile signatures of the persons who were the officials of the Governing Body as of the date of original issue of the Series 2020 Bonds.

SECTION 7. (a) The City hereby appoints the Paying and Transfer Agent. The City specifically reserves the right to hereafter designate a separate Transfer Agent and/or Paying Agent in its discretion in the manner hereinafter provided.

(b) So long as any of the Series 2020 Bonds shall remain outstanding, the City shall maintain with the Transfer Agent records for the registration and transfer of the Series 2020 Bonds. The Transfer Agent is hereby appointed registrar for the Series 2020 Bonds, in which capacity the Transfer Agent shall register in such records and permit to be transferred thereon, under such reasonable regulations as may be prescribed, any Bond entitled to registration or transfer.

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

(d) (i) An Agent may at any time resign and be discharged of the duties and obligations of either the function of the Paying Agent or Transfer Agent, or both, by giving at least sixty (60) days' written notice to the City and may be removed from either or both of said functions at any time by resolution of the Governing Body delivered to the Agent. The resolution shall specify the date on which such removal shall take effect and the name and address of the successor Agent and shall be transmitted to the Agent being removed within a reasonable time prior to the effective date thereof. Provided, however, that no resignation or

removal of an Agent shall become effective until a successor Agent has been appointed pursuant to this Resolution.

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

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

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

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

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

(vii) The City will provide any successor Agent with certified copies of all resolutions, orders and other proceedings adopted by the Governing Body relating to the Series 2020 Bonds.

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

(e) Any corporation or association into which an Agent may be converted or merged, or with which it may be consolidated or to which it may sell or transfer its assets as a whole or substantially as a whole, or any corporation or association resulting from any such conversion, sale, merger, consolidation or transfer to which it is a party, shall be and become successor Agent hereunder and vested with all the powers, discretion, immunities, privileges and all other matters as was its predecessor, without the execution or filing of any instrument or any further act, deed or conveyance on the part of either the City or the successor Agent, anything herein to the contrary notwithstanding, provided only that such successor Agent shall be satisfactory to the City and eligible under the provisions of Section 6(d)(iv) hereof.

SECTION 8. The Series 2020 Bonds shall be in substantially the forms attached hereto as **EXHIBIT D,** with such appropriate variations, omissions and insertions as are permitted or required by this Resolution.

SECTION 9. In case any 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 Bond of like date, number, maturity and tenor in exchange and substitution for and upon cancellation of such mutilated Bond, or in lieu of and in substitution for such Bond stolen, destroyed or lost, upon the Registered Owner's paying the reasonable expenses and charges of the City in connection therewith, and in case of a Bond stolen, destroyed or lost, his filing with the City or Transfer Agent evidence satisfactory to them that such Bond was stolen, destroyed or lost, and of his ownership thereof, and furnishing the City or Transfer Agent with such security or indemnity as may be required by law or by them to save each of them harmless from all risks, however remote. **THE PROVISION OF THIS SECTION 9 SHALL NOT APPLY IF THE BOOK-ENTRY SYSTEM IS IN EFFECT.**

SECTION 10. For the purpose of effectuating and providing for the payment of the principal of and interest on the Series 2020 Bonds as the same shall respectively mature and accrue, there shall be and is hereby levied a direct, continuing tax upon all of the taxable real and personal property of the City and the County within the geographical limits of the Redevelopment Project Sites in such amounts as when combined with the sales tax revenues rebated to the City by the State arising out of or generated within the geographical limits of the Redevelopment Project Sites shall provide for the principal and interest as the same respectfully matures and accrues, funding the Reserve Fund, plus the annual fees and expenses of the Paying Agent, all as agreed pursuant to the TIF Plans and the Interlocal Agreement.

In addition to the pledge of ad valorem tax revenues of the City and County described above, there is also pledged to the payment of the principal of and interest on the Series 2020 Bonds all sales tax revenues rebated to the City by the State arising out of or generated within the geographical limits of the Redevelopment Project Sites described in the TIF Plans, all as agreed pursuant to the TIF Plans and the Interlocal Agreement.

On or about March 1, 2020 and continuing on or about March 1 of each year that the Bonds remain Outstanding, all of the receipts from the levy and collection of said ad valorem tax which represents a portion of the Tax Increment will be withheld by the tax collector and paid over to the Clerk of the City and the Chancery Clerk of the County. Additionally, the Clerk shall

obtain the Diversion Certificate from the Department in order to determine the Current Diversion Amount of increased sales tax revenues rebated to the City from the Department during the twelve-month period ending on March 1 of each year that any of the Bonds remain Outstanding, which such sales tax revenues constitute a portion of the Tax Increment. After determining the Tax Increment, the Clerk and the Chancery Clerk shall determine (i) the Percentage of Payments for the City to be paid out of the City Portion of the Tax Increment and (ii) the Percentage of Payments for the County to be paid out of the County Portion of the Tax Increment necessary to make the Debt Service Payments, the fees and expenses of the Paying Agent and any deficiency in the Reserve Fund, if any and pay over such Percentage of Payments to the Paying Agent for deposit into the 2020 Bond Fund, not less than 15 days prior to April 1, taking into account any other funds that may be on deposit in the 2020 Bond Fund. The Tax Increment Surplus shall also be annually determined by the Clerk and the Chancery Clerk of the County and such Tax Increment Surplus shall be retained by the City and the County, respectfully, and used for any purpose authorized by State law

Additionally, funds on deposit in the Reserve Fund shall be used to pay the principal of and interest on the Bonds on any principal and interest payment date in the event the Tax Increment described in the above paragraph are insufficient for such purposes, as provided in Section 19 hereof.

Nothing in this Resolution shall be construed as a guarantee on the part of the State to pay the principal or interest on the Bonds nor shall school district ad valorem taxes be pledged to the payment of the Bonds.

SECTION 11. Only such of the Series 2020 Bonds as shall have endorsed thereon a certificate of registration and authentication in substantially the form hereinabove set forth, duly executed by the Transfer Agent, shall be entitled to the rights, benefits and security of this Resolution. No Bond shall 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 Resolution. The Transfer Agent's certificate of registration and authentication on any Bond shall be deemed to have been duly executed if signed by an authorized officer of the Transfer Agent, but it shall not be necessary that the same officer sign said certificate on all of the Series 2020 Bonds that may be issued hereunder at any one time.

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

SECTION 13. (a) Each Bond shall be transferable only in the records of the City, upon surrender thereof at the office of the Transfer Agent, together with a written instrument of transfer satisfactory to the Transfer Agent duly executed by the Registered Owner or his attorney

duly authorized in writing. Upon the transfer of any Bond, the City, acting through its Transfer Agent, shall issue in the name of the transferee a new Bond or Bonds of the same aggregate principal amount and maturity and rate of interest as the surrendered Bond or Bonds.

(b) In all cases in which the privilege of transferring Bonds is exercised, the Transfer Agent shall authenticate and deliver Bonds in accordance with the provisions of this Resolution.

SECTION 14. (a) The proceeds of the Series 2020A Bonds will be utilized to effectuate the Series 2020A Project as set forth in Section 16 herein.

(b) The proceeds of the Series 2020B Bonds will be utilized to effectuate the Series 2020B Project as set forth in Section 16 herein.

SECTION 15. (a) The City hereby establishes the 2020 Bond Fund for the Series 2020 Bonds which shall be maintained with the Paying Agent in its name for the payment of the principal of and interest on the Series 2020 Bonds, and the payment of Agents' fees in connection therewith. There shall be deposited into the 2020 Bond Fund as and when received:

(i) The accrued interest and premium, if any, received upon delivery of the Series 2020 Bonds;

(ii) The avails of any of the ad valorem taxes and any of the sales tax revenues collected pursuant to Section 10 hereof, subject to the limitation as described in sub-section (b) below;

(iii) Funds transferred from the Reserve Fund pursuant to sub-section (b) below;

(iv) Any income received from investment of monies in the 2020 Bond Fund; and;

(v) Any other funds available to the City which may be lawfully used for payment of the principal of and interest on the Series 2020 Bonds, and which the Governing Body, in its discretion, may direct to be deposited into the 2020 Bond Fund.

(b) The Clerk shall deposit all moneys, including but not limited to the Tax Increment portion of the receipts, but excluding the proceeds of the Series 2020 Bonds to be deposited in the Escrow Fund (as defined in the Escrow Agreement), the 2020 Construction Fund and the Reserve Fund, into the 2020 Bond Fund in accordance with Section 10 herein.

SECTION 16. (a) The principal proceeds received upon the sale of the Series 2020A Bonds shall be deposited with the Escrow Agent as provided in the Escrow Agreement. A portion of the proceeds of the Series 2020A Bonds shall be deposited in the 2009 Costs of Issuance Account (as defined in the Escrow Agreement) and used by the Escrow Agent to pay all legal fees and expenses including those of Bond Counsel and counsel to the City, the Municipal Advisor fees and expenses, Agent fees and expenses, premiums, commissions and all other fees and expenses incurred by the City in connection with the authorization, issuance, sale, validation

and delivery of the Series 2020A Bonds. The balance of the proceeds of the Series 2020A Bonds shall be deposited in the 2009 Escrow Fund (as defined in the Escrow Agreement) and used by the Escrow Agent for the payment of the principal of and interest on the Refunded 2009 Bonds as such becomes due and payable and, upon redemption or maturity thereof, the principal of, premium, if any, and interest on the Refunded 2009 Bonds.

(b) The principal proceeds received upon the sale of the Series 2020B Bonds shall be deposited with the Escrow Agent as provided in the Escrow Agreement. A portion of the proceeds of the Series 2020B Bonds shall be deposited in the 2011 Costs of Issuance Account (as defined in the Escrow Agreement) and used by the Escrow Agent to pay all legal fees and expenses including those of Bond Counsel and counsel to the City, the Municipal Advisor fees and expenses, Agent fees and expenses, premiums, commissions and all other fees and expenses incurred by the City in connection with the authorization, issuance, sale, validation and delivery of the Series 2020B Bonds. The balance of the proceeds of the Series 2020B Bonds shall be deposited in the 2011 Escrow Fund (as defined in the Escrow Agreement) and used by the Escrow Agent for the payment of the principal of and interest on the Refunded 2011 Bonds as such becomes due and payable and, upon redemption or maturity thereof, the principal of, premium, if any, and interest on the Refunded 2011 Bonds.

(c) Upon the deposit of the proceeds of the Series 2020A Bonds and the Series 2020B Bonds with the Escrow Agent and in accordance with the Prior Development Agreements, the City shall release the 2009 Debt Service Reserve Proceeds and the 2011 Debt Service Reserve Proceeds, if the amount on deposit in the Reserve Fund is equal to the Reserve Fund Requirement to such appropriate persons, including but not limited to the Prior Developers, their successors and/or assigns or the Renaissance Developer, its successors and/or assigns, for costs and expenditures made by such persons in connection with the acquisition and construction of eligible Infrastructure Improvements not previously reimbursed from proceeds of the 2009 TIF Bonds or the 2011 TIF Bonds, all in accordance with the Prior Development Agreements, the Renaissance Reimbursement Agreement, this Resolution and a requisitions to be provided to the City.

SECTION 17. [Reserved.]

SECTION 18. [Reserved.]

SECTION 19. (a) The City hereby establishes the Reserve Fund to be maintained by the City with the Paying Agent. The City shall deposit or cause to be deposited into the Reserve Fund funds as follows: (i) a portion of the proceeds of the Series 2020A Bonds, if any, designated on the date of delivery of the Series 2020A Bonds, (ii) a portion of the proceeds of the Series 2020B Bonds designated on the date of delivery of the Series 2020B Bonds, if any, designated on the date of delivery of the Series 2020B Bonds, (iii) a Reserve Fund Credit Facility, if any; and (iv) funds identified as the Tax Increment Surplus to meet a deficiency, if any, in the Reserve Fund. On or before five (5) days prior to each Interest Payment Date for the Bonds, the City shall request the Paying Agent to transfer monies to the 2020 Bond Fund to the extent there are insufficient funds deposited therein pursuant to Section 15 to make the debt

service payment for the Series 2020 Bonds on the next Interest Payment Date for the Series 2020 Bonds.

(b) The City may, at any time, provide to the Paying Agent with a Reserve Fund Credit Facility to be substituted for all or a portion of the amount of money and investments in the 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 City shall receive an opinion of counsel acceptable to 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 issue 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 City; and

(ii) The City shall receive an opinion of nationally recognized counsel, in form and substance satisfactory to the City, to the effect that substitution of such Reserve Fund Credit Facility and the proposed application to the amounts in the Reserve Fund will not cause the interest of the Series 2020A Bonds to become includable in gross income for federal income taxation purposes; and

(iii) The obligation of the City to reimburse the issuer of the Reserve Fund Credit Facility 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 Series 2020 Bonds under this Resolution;

(iv) 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

(v) The value of the assets (including the amount available for drawing under the Reserve Fund Credit Facility) held in the Reserve Fund must equal to the Reserve Fund Requirement immediately upon such substitution.

If there shall be an insufficiency of funds in the 2020 Bond Fund to make any required payment of principal of or interest on any corresponding Series 2020 Bonds and the Paying Agent is holding a Reserve Fund Credit Facility in lieu of funds in the Reserve Fund, the Paying Agent shall make a drawing under the Reserve Fund Credit Facility in an amount equal to the lesser of (a) the amount then available for drawing under the Reserve Fund Credit Facility or (b) 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 Resolution; and the proceeds of such drawing shall be deposited into the Reserve Fund for application as provided in this Resolution.

On the fifth (5th) Business Day prior to the expiration of any Reserve Fund Credit Facility, the Paying Agent shall make a drawing of the full amount available thereunder, and shall deposit the proceeds of such drawing into the Reserve Fund; provided, however, that the

Paying Agent 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 or Governmental Obligations or both money and Governmental Obligations equal to the Reserve Fund Requirement have been delivered to the Paying Agent for deposit in the Reserve Fund.

If the Paying Agent receives notice that (a) the revolving reinstatement feature described above has been suspended or terminated, (b) the rating of the issuer of Reserve Fund Credit Facility has fallen below "A" by S&P, (c) the issuer of the Reserve Fund Credit Facility has defaulted in its payment obligations thereunder, or (d) the Reserve Fund Credit Facility will not be extended or renewed, the Paying Agent 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 Reserve Fund pursuant to this Resolution, which payments may be made from the proceeds of a drawing under the Reserve Fund Credit Facility.

SECTION 20. (a) Payment of principal on the Series 2020 Bonds shall be made, upon presentation and surrender of the Series 2020 Bonds at the principal office of the Paying Agent, to the Record Date Registered Owner thereof who shall appear in the registration records of the City maintained by the Transfer Agent as of the Record Date.

(b) Payment of each installment of interest on the Series 2020 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 Bond subsequent to the Record Date and prior to the due date of the interest.

(c) Principal of and interest on the Series 2020 Bonds shall be paid by check or draft mailed on the Interest Payment Date to Registered Owners at the addresses appearing in the registration records of the Transfer Agent or at the written election of the Registered Owner of $1,000,000 or more in aggregate principal amount of Bonds delivered to the Paying Agent at least one Business Day prior to the Record Date for which such election will be effective by wire transfer to the Registered Owner. 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 as may be acceptable to the Transfer Agent, such notice to be received by the Transfer Agent not later than the Record Date preceding the applicable principal or Interest Payment Date to be effective as of such date.

SECTION 21. The Series 2020 Bonds may be submitted to validation as provided by Chapter 13, Title 31, Mississippi Code of 1972, and to that end the Clerk is hereby authorized and directed to make up a transcript of all legal papers and proceedings relating to the Series 2020 Bonds and to certify and forward the same to the State's Bond Attorney for the institution of validation proceedings in the County.

SECTION 22. Based on existing statutes, rulings and court decisions and assuming, among other matters, compliance with certain covenants, (a) the interest on the Series 2020A Bonds is exempt from federal income taxation and (b) the interest on the Series 2020B Bonds and the Series 2020C Bonds is included in gross income for federal income tax purposes. Under

existing law, interest on the Series 2020 Bonds is exempt from present taxes imposed by the State and any county, municipality or other political subdivision of the State.

SECTION 23. Each of the following constitutes an event of default under this Resolution:

(a) Failure by the City to pay any installment of principal of or interest on any Bond at the time required;

(b) Failure by the City to perform or observe any other covenant, agreement or condition on its part contained in this Resolution or in the Bonds, and the continuance thereof for a period of thirty (30) days after written notice thereof to the City by the Registered Owners of not less than ten percent (10%) in principal amount of the then Outstanding Bonds; or

(c) An Act of Bankruptcy occurs.

SECTION 24. The City is an "obligated person" under Rule 15c2-12 adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same may be amended from time to time (the "**Rule**"). The Continuing Disclosure Certificate, in the form attached to the Preliminary Official Statement as **EXHIBIT E**, is hereby made part of this resolution as though set forth in full herein and shall be, and the same hereby is, approved in substantially said form. The Authorized Officers are hereby authorized and directed to execute and deliver the Continuing Disclosure Certificate with such changes, insertions and omissions as may be approved by such officers, said execution being conclusive evidence of such approval.

SECTION 25. Due to the character of the Series 2020 Bonds, the complexity of structuring the Series 2020 Bonds and prevailing market conditions, the Series 2020 Bonds shall be sold to the Underwriter at a negotiated sale pursuant to the terms and provisions of the Bond Purchase Agreement in substantially the form attached hereto as **EXHIBIT F**. The Mayor of the City and the Clerk, acting for and on behalf of the City, is hereby authorized and directed to negotiate with the Underwriter for the sale of the Series 2020 Bonds and to make the final decisions regarding (a) the aggregate principal amount of the Series 2020 Bonds, (b) the redemption provisions of the Series 2020 Bonds, (c) the interest rates to be borne by the Series 2020 Bonds, (d) the maturity date of the Series 2020 Bonds, (e) the principal and interest payment dates for the Series 2020 Bonds, and (f) to make all final determinations necessary to structure the Series 2020 Bonds. The Bond Purchase Agreement, in the form submitted to this meeting is and attached hereto as **EXHIBIT F** is hereby made a part of this resolution as though set forth in full herein and, shall be, and the same hereby is, approved in substantially said form. The Authorized Officers are hereby authorized and directed to execute the Bond Purchase Agreement for and on behalf of the City, subject to the following conditions: (a) compliance by the City with the provisions of the Act regarding the issuance of the Series 2020 Bonds; (b) the aggregate principal amount of the Series 2020A Bonds shall not exceed $15,500,000, (c)) the aggregate principal amount of the Series 2020B Bonds shall not exceed $8,000,000, (d) the Series 2020 Bonds will bear interest at the rates to be provided in the Bond Purchase Agreement and shall not bear a greater overall maximum interest rate to maturity than that allowed by State law; (e) the term of Series 2020A Bonds does not exceed October 1, 2029, (f) the term of Series 2020B Bonds does not exceed April 1, 2031; and (g) the terms and provisions of the Series 2020 Bonds are in compliance with the Act and this Resolution.

SECTION 26. The Preliminary Official Statement, in the form submitted to this meeting and attached hereto as **EXHIBIT G**, is hereby made part of this resolution as though set forth in full herein and shall be, and the same hereby is, approved in substantially said form. The distribution by the City of the Preliminary Official Statement to the Underwriter is hereby authorized and approved. The City hereby deems the Preliminary Official Statement to be "final" as described in the SEC Rule 15c2-12(b)(1). The Mayor or the Clerk are hereby, authorized and directed to approve the form of a final Official Statement (the "**Official Statement**") in substantially the form of the Preliminary Official Statement in connection with the sale and issuance of the Series 2020 Bonds with such changes, insertions and omissions as may be approved by the Mayor or the Clerk.

SECTION 27. The Escrow Agreement, in the form submitted to this meeting and attached hereto as **EXHIBIT H**, shall be, and the same hereby is, approved in substantially said form. The Authorized Officers are hereby authorized and directed to execute and deliver the Escrow Agreement with such changes, insertions and revisions therein as the Mayor, as representative of the Governing Body, may in the Mayor's opinion determine to be required, said execution being conclusive evidence of such approval. In compliance with the Act, the Mayor is hereby authorized and directed to appoint the Escrow Agent to serve as the escrow agent under the Escrow Agreement. All proceeds of the Series 2020A Bonds and the Series 2020B bonds held by the Escrow Agent shall be invested only as provided for by the Escrow Agreement and the Act.

The City hereby authorizes the Escrow Agent to make the initial application with the Department of the Treasury, Bureau of Public Debt, Division of Special Investments, Parkersburg, West Virginia for United States Treasury Securities – State and Local Government Series (the "SLGS") in connection with the investment requirements under the terms and conditions of the Escrow Agreement. In the event the purchase of SLGS is unavailable or the purchase of open market securities is more beneficial to the City, the City authorizes the purchase of open market securities in connection with the investment requirements under the terms and conditions of the Escrow Agreement and authorizes any Authorized Officer to execute any documents necessary and related to the purchase of open market securities, including (a) the engagement of Duncan-Williams, Inc., any affiliate thereof, or other agent, to act for and on behalf of the Bank, if necessary, as escrow bidding agent for the open market escrow securities required by the Escrow Agreement, (b) the Mayor and/or Clerk to provide approval of any award in connection with obtaining open market escrow securities, and (c) any other actions required to obtain market escrow securities to complete the refunding of the Refunded 2009 Bonds and the Refunded 2011 Bonds, including without limitation, the engagement of a verification agent in connection therewith.

SECTION 28. If in the opinion of Bond Counsel, the Underwriter and the Municipal Advisor, a supplement or amendment to the Preliminary Official Statement and/or Official Statement is necessary to provide proper disclosure for the Series 2020 Bonds, the Governing Body of the City hereby authorizes (a) Bond Counsel to prepare and distribute such supplement or amendment to the Preliminary Official Statement and/or the Official Statement in a form and in a manner approved by the Underwriter, and (b) the Underwriter to provide distribution of such supplement or amendment to the Preliminary Official Statement and/or Official Statement, as the

case may be, in connection with the sale of the Series 2020 Bonds, with the distribution of such supplement or amendment being conclusive evidence of the approval of the Governing Body.

SECTION 29. Either the Mayor or the Clerk is hereby authorized and directed to sign requisitions and perform such other acts as may be necessary to authorize the Escrow Agent or the Paying Agent to pay on the closing date of the Series 2020 Bonds the costs of issuance of the Series 2020 Bonds; provided, however, the total costs of issuance for the Series 2020 Bonds shall not exceed three percent (3.0%) of the par amount of the Series 2020 Bonds, which excludes, if applicable, the premium for municipal bond insurance and Underwriter's discount or original issue discount for the sale of the Series 2020 Bonds.

SECTION 30. The Governing Body, acting for an on behalf of the City, hereby irrevocably elects and directs that the Refunded 2009 Bonds and the Refunded 2011 Bonds selected for refunding shall be redeemed on such date as may be determined by the Mayor, with the advice of the Municipal Advisor, to be in the best interest of the City and that is in compliance with the terms and provisions of the 2009 Bond Resolution, the 2011 Bond Resolution, the Escrow Agreement and the Act. The Escrow Agent is hereby authorized and directed to notify Regions Bank, as paying agent for the 2009 TIF Bonds (the "**2009 TIF Paying Agent**", and The First National Bank of Clarksdale, Clarksdale, Mississippi, as the paying agent for the 2011 TIF Bonds (the "**2011 TIF Paying Agent**"), pursuant to the respective terms and provisions of the 2009 Bond Resolution and the 2011 Bond Resolution, of the refunding of the Refunded 2009 Bonds and the Refunded 2011 Bonds, and the 2009 TIF Paying Agent and the 2011 TIF Paying Agent are hereby authorized and directed to provide the respective notice of the redemption of the Refunded 2009 Bonds and the Refunded 2011 Bonds to the respective holders of such Refunded 2009 Bonds and Refunded 2011 Bonds pursuant to the respective terms and provisions of the 2009 Bond Resolution, 2011 Bond Resolution and the Escrow Agreement.

SECTION 31. Any Authorized Officer is hereby authorized to sign and file or cause to be filed a completed I.R.S. Form 8038-G "Information Return for Governmental Obligations" for the Series 2020A Bonds.

SECTION 32. The Authorized Officers are hereby authorized to execute a non-arbitrage certification or similar document in order to comply with Section 148 of the Code and the applicable regulations thereunder related to the tax-exempt status of the Series 2020A Bonds.

SECTION 33. If upon the advice of the Municipal Advisor, the Governing Body hereby authorizes the Mayor to execute a commitment for the provision of municipal bond insurance for the Series 2020 Bonds and any additional documents and certificates which are required by any provider of such municipal bond insurance elected to provide credit enhancement in connection with the issuance of the Series 2020 Bonds. The Mayor is hereby authorized to approve any changes, insertions and omissions as may be required by the provider of the municipal bond insurance to Bond Purchase Agreement, the Preliminary Official Statement or Official Statement as are approved by the Mayor, evidenced by the execution of the commitment for said municipal bond insurance and other additional documents and certificates.

SECTION 34. Except as otherwise expressly provided herein, nothing in this Resolution, express or implied, is intended or shall be construed to confer upon any person or firm or

corporation other than the City, the holders of the Bonds issued under the provisions of this Resolution, the Governing Body and the Paying and Transfer Agent, any right, remedy, or claim, legal or equitable, under and by reason of this Resolution or any of the provisions hereof. This Resolution and all its provisions are intended to be and shall be for the sole and exclusive benefit of the City, the Governing Body and the holders from time to time of the Bonds issued under the provisions of this Resolution.

SECTION 35. All covenants, stipulations, obligations and agreements of the City contained in this Resolution, shall be binding upon the City, and, except as otherwise provided in this Resolution, all rights, powers and privileges conferred, and duties and liabilities imposed upon the City by the provisions of this Resolution, shall be exercised or performed by the City. No stipulation, obligation or agreement herein contained or any other document necessary to conclude the issuance and sale of the Series 2020 Bonds shall be deemed to be a stipulation, obligation or agreement of any officer, agent or employee of the City, including its Governing Body, in his or her individual capacity, and no such officer, agent or employee shall be personally liable on the Series 2020 Bonds or be subject to personal liability or accountability by reason of the issuance and sale thereof.

SECTION 36. The Mayor and Clerk are further authorized and directed to execute and deliver any additional documents, agreements, instruments, requisitions and certificates that are required in connection with the sale and issuance of the Series 2020 Bonds. If the date of the issuance and delivery of the Bonds occurs after March 2020, then the Mayor is hereby fully authorized to approve all applicable and necessary changes to provide for the dating of the documents for the appropriate month in 2020 (including the Bonds), the execution of said documents being conclusive evidence of such approval, and no further action shall be required of the Governing Body of the City to approve such date changes. Notwithstanding any other provision herein or in any attachments hereto, the Governing Body of the City further authorizes any necessary changes and /or deletions to the name and/or title and/or series designation of the Series 2020 Bonds and corresponding changes or deletions to this Resolution if it is determined that it is in the best economic interest of City for the Series 2020 Bonds to be issued in one or more tax-exempt or taxable series, as municipal bond market conditions may dictate.

SECTION 37. No stipulation, obligation or agreement herein contained or contained in this Resolution, or other documents necessary to conclude the sale and issuance of the Series 2020 Bonds shall be deemed to be a stipulation, obligation or agreement of any officer, director, agent or employee of the City in such person's individual capacity, and no such officer, director, agent or employee shall be personally liable on the Series 2020 Bonds or be subject to personal liability or accountability by reason of the sale and issuance thereof.

SECTION 38. When the Series 2020 Bonds are issued, the Clerk is hereby authorized and directed to prepare and furnish to the Paying Agent and Bond Counsel certified copies of all the proceedings and records of the City relating to the Series 2020 Bonds, and such other affidavits and certificates as may be required to show the facts relating to the legality and marketability of the Series 2020 Bonds as such facts appear from the books and records in the Clerk's custody and control or as otherwise known to the Clerk; and all such certified copies,

certificates and affidavits, including any heretofore furnished, shall constitute representations of the City as to the truth of all statements contained therein.

SECTION 39. From and after the execution and delivery of the documents hereinabove authorized, the proper officers, directors, agents and employees of the City are hereby authorized, empowered and directed to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of said documents as executed and are further authorized to take any and all further actions and execute and deliver any and all other documents and certificates as may be necessary or desirable in connection with the issuance of the Series 2020 Bonds and the execution and delivery of any such documents and certificates to which the City is a party or other documents necessary to conclude the sale and issuance of the Series 2020 Bonds and to document the City's compliance with the Act.

SECTION 40. If any one or more of the provisions of this Resolution shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any of the other provisions of this Resolution, but this Resolution shall be construed and enforced as if such illegal or invalid provision or provisions had not been contained herein.

SECTION 41. All orders, resolutions or proceedings of the Governing Body in conflict with any provision hereof shall be, and the same are hereby repealed, rescinded and set aside, but only to the extent of such conflict. For cause, this Resolution shall become effective upon the adoption hereof.

The above and foregoing Bond Resolution, after having been first reduced to writing, was introduced by Alderman _____, seconded by Alderman _____ and the question being put to a roll call vote, the result was as follows:

Alderman D. I. Smith	voted: ____
Alderman Ken Heard	voted: ____
Alderman Chuck Gautier	voted: ____
Alderman Kevin Holder	voted: ____
Alderman Brian Ramsey	voted: ____
Alderman Bill Lee	voted: ____
Alderman Wesley Hamlin	voted: ____

The motion having received the affirmative vote of a majority of the members present, the Mayor declared the motion carried and the resolution adopted, on this the 7th day of April 2020.

_____

MAYOR

ATTEST:

_____

CITY CLERK

EXHIBIT A

ASSESSMENT CERTIFICATE

ASSESSMENT CERTIFICATE OF CLERK OF THE CITY OF RIDGELAND, MISSISSIPPI (Colony Park TIF)

Pursuant to and as required by Section 21-45-21, Mississippi Code of 1972, as amended, I, Paula Tierce, the undersigned City Clerk of the City of Ridgeland, Mississippi (the "City"), with respect to the real property, including improvements and personal property thereon, located within the Redevelopment Project Sites as defined by the City in its Tax Increment Financing Plan, Colony Park Project, City of Ridgeland, Mississippi, December 2004, as amended and restated September 2016, initially approved by the Governing Body of the City on December 7, 2004 and approved as amended and restated on November 2016 (the "TIF Plan"), and in connection with the not to exceed City's $15,500,000 Tax Increment Limited Obligation Refunding Bonds, Series 2020A (Colony Park Project) (the "Series 2020A Bonds") and not to exceed City's $8,000,000 Taxable Tax Increment Limited Obligation Refunding Bonds, Series 2020B (Colony Park Project) (the "Series 2020B Bonds" and together with the Series 2020A Bonds, the "Series 2020 Bonds"), do hereby certify as follows:

1. The "Original Assessed Value", as such term is defined under Sections 21-45-1 *et seq.*, Mississippi Code of 1972, as amended (the "Act"), of the Redevelopment Project Sites was, as of the January 1, 20___ tax lien date, $_____ according to the Madison County Tax Assessor as set forth in the Assessment Certificate of the Forrest County Tax Assessor ("County Assessment Certificate") attached hereto as **EXHIBIT A** according to its then most recently determined valuation.

2. The "Current Assessed Value", as such term is defined under the Act, of the Redevelopment Project Sites as of the January 1, 20____ tax lien date, is $_____, according to the most recently determined valuation.

3. The "Captured Assessed Value", as such term is defined under the Act, of the Redevelopment Project Sites, as of January 1, 20____ is $_____, which amount represents the amount which the Current Assessed Value exceeds the Original Assessed Value.

4. The projected incremental increase in ad valorem taxes for the 20___ tax year due and payable on or before February 1, 20___ resulting from ad valorem taxation by the City and County, when applied to the Captured Assessed Value is a total of $_____ based on estimated millage rates of _____ mills for the City and _____ mills for the County (the "TIF Revenues").

IN WITNESS WHEREOF, I have hereto set my hand on this the ____ day of _____, 20___.

_____

PAULA TIERCE, CITY CLERK
CITY OF HATTIESBURG, MISSISSIPPI

EXHIBIT A

ASSESSMENT CERTIFICATE OF MADISON COUNTY TAX ASSESSOR
(Colony Park TIF)

Pursuant to and as required by Section 21-45-21, Mississippi Code of 1972, as amended, I, Norman A. Cannady, Jr., the undersigned Tax Assessor of the Madison County, Mississippi (the "County"), with respect to the real property, including improvements and personal property thereon, located within the Redevelopment Project Sites as defined by the County in its Tax Increment Financing Plan, Colony Park Project, City of Ridgeland, Mississippi, December 2004, as amended and restated September 2016, initially approved by the Governing Body of the County on December 6, 2004 and approved as amended and restated on November 2016 (the "TIF Plan"), and in connection with the not to exceed City of Ridgeland, Mississippi (the "City") $15,500,000 Tax Increment Limited Obligation Refunding Bonds, Series 2020A (Colony Park Project) (the "Series 2020A Bonds") and not to exceed City's $8,000,000 Taxable Tax Increment Limited Obligation Refunding Bonds, Series 2020B (Colony Park Project) (the "Series 2020B Bonds" and together with the Series 2020A Bonds, the "Series 2020 Bonds"), do hereby certify as follows:

1. The "Original Assessed Value", as such term is defined under Sections 21-45-1 *et seq.*, Mississippi Code of 1972, as amended (the "Act"), and particularly Section 21-45-21 of the Act, of the Redevelopment Project Sites as of the January 1, 20____ tax lien date, was $_____ according to its then most recently determined valuation.

2. The "Current Assessed Value", as such term is defined under the Act, of the Redevelopment Project Sites as of the January 1, 20____ tax lien date, is $_____, according to the most recently determined valuation.

3. The "Captured Assessed Value", as such term is defined under the Act, of the Redevelopment Project Sites, as of January 1, 20____ is $_____, which amount represents the amount which the Current Assessed Value exceeds the Original Assessed Value.

4. The projected incremental increase in ad valorem taxes for the 20___ tax year due and payable on or before February 1, 20___ resulting from ad valorem taxation by the City and County, when applied to the Captured Assessed Value is a total of $_____ based on estimated millage rates of _____ mills for the City and _____ mills for the County (the "TIF Revenues").

IN WITNESS WHEREOF, I have hereto set my hand on this the ____ day of _____, 20___.

_____
NORMAN A. CANNADY, JR.,
TAX ASSESSOR
MADISON COUNTY, MISSISSIPPI

EXHIBIT B

DIVERSION CERTIFICATE

Date: _____, 20__

CITY OF RIDGEL.ANO
ATTN: ASHLEY BURTON DANIEL
PO BOX 217
RIDGEL.AND MS 39157

City of Ridgeland Sales Tax
Diversion Colony Park Project
As Diverted As Of _____, 20__

Pursuant to and as required by Miss. Code Ann. Section 21-45-21, as amended, and a resolution duly adopted by the Mayor and Board of Aldermen of the City of Ridgeland, Mississippi, dated on April 7, 2020 (the "Bond Resolution"), the Mississippi Department of Revenue, as authorized by the "Tax Increment Financing Act", Miss. Code Ann. Section 21-45 -21, as amended (the "Act"), and after having been requested and authorized to do so by the Bond Resolution, does hereby certify that:

1. The Original Diversion Amount of the sales tax collected and diverted to the City from the Redevelopment Project as determined by the Mississippi Department of Revenue as of November 30, 2004 is $0.00.

2. The Current Diversion Amount collected within the Redevelopment Project and diverted to the City and as determined by the Mississippi Department of Revenue as of _____, 20___ is $_____.

3. On _____, 20___, the incremental increase in diverted sales taxes resulting from the City sales tax is $_____ (the "Tax Increment").

For purposes of the Certificate, the following words and phrases shall have the following meaning:

"Current Diversion Amount" shall mean the amount of sales tax collected within the boundaries of the Redevelopment Project and diverted to the City in the twelve month period ending February 28, 2019 and as of February 28 of each year thereafter as long as the Bonds are outstanding and as set forth in the Annual Diversion Certificate of the Mississippi Department of Revenue filed with the City.

"Original Diversion Amount" shall mean the amount of sales tax collected within the boundaries of the Redevelopment Project and diverted to the City in the twelve month period ending November 30, 2004, as certified by the Mississippi Department of Revenue as required by Miss. Code Ann. Section 21-45-21, as amended.

"Redevelopment Project" shall mean the City of Ridgeland, MS Project as described in detail in the Tax Increment Financing Plan, City of Ridgeland, Mississippi, and approved by the Mayor and Board of Aldermen of the City on Ridgeland, such project being located on a parcel of land described in EXHIBIT I of said plan.

"Tax Increment" shall mean the added increments of municipal ad valorem tax and sales tax revenue resulting from the taxation of the captured assessed value of the real and personal property contained within and forming a part of the Redevelopment Project site and the increased increment of sales tax collected within the boundaries of the Redevelopment Project and diverted to the City when the original diversion amount is subtracted from the current diversion amount to the City which shall be so much of the additional tax revenues necessary and sufficient to pay the principal of and interest on the Bond and any future series of bonds issued by the City for the Redevelopment Project together with the annual fees and expenses of the paying agent but shall not include ad valorem taxes for school district purposes nor ad valorem taxes levied and collected for and on behalf of the City of Ridgeland, Mississippi.

EXHIBIT C

REDEVELOPMENT PROJECT SITES

TRACT 1 - Renaissance (formerly Old Agency Square)

Being situated in Blocks 10, 13 and 16 of Highland Colony Subdivision and being part of the SE 1/4 and the SW 1/4 of Section 24, T7N-RlE, Ridgeland, Madison County, Mississippi, and being more particularly described as follows:

> All of that Real Property being bordered on the South by the North Right-of-Way line of Old Agency Road, bordered on the East by the Western Right-of-Way line of Interstate Highway 55, bordered on the West by the Eastern Right-of-Way line of Highland Colony Parkway and bordered on the North by the South Right-of-Way line of Steed Road and containing 77.4 acres, more or less.

TRACT 2 - Quorum

Being situated in Blocks 4 and 5 of Block 10, Highland Colony Subdivision and being part of the SE 1/4 of the NW 1/4 of Section 24, T7N-RlE, Ridgeland, Madison County, Mississippi, and being more particularly described as follows:

> All of that Real Property known as THE QUORUM, as recorded on Platslide C-200 of the Chancery records of Madison County, Mississippi, less and except all public roads and all lots presently developed, containing 6.4 acres, more or less.

TRACT 3 -Township

Being situated in the SW 1/4 of Section 13 and the NW 1/4 of Section 24, T7N-RlE and part of Lots 4 and 5, Block 7, Highland Colony Subdivision, Ridgeland, Madison County, Mississippi, and being more particularly described as follows:

> All of that Real Property being bordered on the East by the Western Right-of-Way line of Highland Colony Parkway, bordered on the South by the North Right-of-Way line of Steed Road, bordered on the West by the centerline of Purple Creek, and bordered on the North by the South boundary line of the Parkway Memorial Cemetery Association (Wright and Ferguson) property, less and except that certain property now owned by AmSouth Bank situated in the Southeast comer of this tract and containing a total of 100 acres, more or less.

TRACT 4 - Crescent

Being situated in the W ½ of Section 13, T7N-RlE, Ridgeland, Madison County, Mississippi, and being more particularly described as follows:

> All of that Real Property being bordered on the East by the Western Right-of-Way line of Highland Colony Parkway, bordered on the South by the North boundary line of the Parkway Memorial Cemetery Association (Wright and Ferguson) property, bordered on the West by the West boundary of Section 13, T7N-RlE, and bordered on the North by the Northern Corporate Limits of the City of Ridgeland, Mississippi, less and except the Bigh C, G & N, LLC property and containing a total of 28.7 acres, more or less.

TRACT 5 - Concourse

Part of Lots 3 and 6, Block 3, Lot 4 and part of Lots 3, 5 and 6 of Block 5, part of Lots 2,3 and 4, Block 7, all in Highland Colony Subdivision, Ridgeland, Madison County, Mississippi, and part of the SE 1/4 of the SW 1/4 of Section 13, T7N-R13E, Madison County, Mississippi, and being more particularly described as follows:

Commence at the Southwest comer of aforesaid Section 13 and run thence East, 1901.63'; run thence North, 887.91' to a point on the Eastern Right-of-Way line of Highland Colony Parkway marking the Southwest comer of the Highlands Presbyterian Church property, as recorded in Deedbook 344 at page 628 of the Chancery records of Madison County, Mississippi and the POINT OF BEGINNING for the property herein described; run thence Easterly, along the South boundary line of the said church property to the Southeast comer thereof; run thence Northerly, along the East boundary of the said church property to the North boundary of the SE 1/4 of the SW 1/4 of aforesaid Section 13; run thence Easterly, along the North boundary of the SE 1/4 of the SW 1/4 and the North boundary of Lot 4, Block 5 of Highland Colony Subdivision to the Northeast comer thereof; run thence Northerly, along the East boundary of Lots 5 and 4 of Block 3 of said Highland Colony Subdivision to the Northeast comer of said Lot 4; run Easterly, along the North boundary of Lot 3, Block 3 to the Western Right-of-Way line of Interstate Highway 55; run thence Southerly, along he West Right-of-Way of said highway, 3900', more or less to the Northeast comer of the Arrowhead Real Estate, LLC (Hederman Brothers) property, as recorded in Deedbook 414, at page 304 of the aforesaid Chancery records; run thence Westerly, along the North boundary of the said Arrowhead Real Estate, LLC property, 300', more or less; run thence Southwesterly, clockwise, along the arc of a curve in a Western boundary of the said Arrowhead property, 200', more or less to the Southeast comer of Parkway Place (a public roadway) Right-of-Way; run thence Northwesterly, along the Eastern limits of said public roadway, 60' to the Northeast comer of said roadway Right-of-Way; thence Southwesterly, clockwise, along the arc of a curve in the Northern Right-of-Way line, 195' more or less to the Southeast comer of the 100 Parkway Place, LP property, as recorded in Deedbook 437 at page 665 of the aforesaid Chancery records; thence Northwesterly, along the Eastern boundary of the said 100 Parkway Place property, 623', more or less, to the Northeast comer thereof; thence Westerly, along the Northern boundary of the said Parkway Place property, 194', more or less, to the intersection of the Northern boundary of Parkway place property with the Southerly projection of the Eastern boundary of the Parkway Holdings property, as recorded in Deedbook 394 at page 412 of the aforesaid Chancery records; thence Northeasterly, along the said Southern projection of the Eastern boundary and the Eastern boundary of the Parkway Holdings property, 394', more or less, to the Northeast comer thereof; thence Westerly, along the Northern boundary of said Parkway Holdings property, 773', more or less, to the Eastern Right-of-Way line of Highland Colony Parkway; thence Northwesterly, along the Eastern Right-of-Way line of said Parkway, 890', more or less, to the POINT OF BEGINNING; containing 74 acres, more or less.

EXHIBIT D

FORMS OF THE SERIES 2020 BONDS

FORM OF SERIES 2020A BONDS

UNLESS THIS BOND IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY TRUST COMPANY, A NEW YORK CORPORATION ("DTC"), TO THE PAYING AGENT OR ITS AGENT FOR REGISTRATION OF TRANSFER, EXCHANGE, OR PAYMENT, AND ANY BOND 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 INASMUCH AS THE REGISTERED OWNER HEREOF, CEDE & CO., HAS AN INTEREST HEREIN.

UNITED STATES OF AMERICA
STATE OF MISSISSIPPI
CITY OF RIDGELAND
TAX INCREMENT LIMITED OBLIGATION
REFUNDING BOND, SERIES 2020A
(COLONY PARK PROJECT)

NO._____ $_____

Interest Rate	Maturity Date	Original Date	Date of Authentication	CUSIP No.
___%	October 1, 202__	_____, 2020	_____, 2020	

Registered Owner: **CEDE & CO.**

Principal Amount: _____ DOLLARS

The City of Ridgeland, State of Mississippi (the "**City**"), a body politic existing under the Constitution and laws of the State of Mississippi (the "**State**"), acknowledges itself to owe and for value received, promises to pay in lawful money of the United States of America (the "**United States**") to the Registered Owner identified above, but solely from the sources referred to herein and not otherwise upon the presentation and surrender of this Bond, at the principal office of _____, or its successor, as paying agent (the "**Paying Agent**") for the Tax Increment Limited Obligation Refunding Bonds, Series 2020A (Colony Park Project) (the "**Series 2020A Bonds**"), on the maturity date identified above, the principal amount identified above. Payment of the principal amount of this Series 2020A Bond shall be made to the Registered Owner hereof who shall appear in the registration records of the City maintained by _____, or its successor, as transfer agent for the Series 2020A Bonds (the "**Transfer Agent**"), as of the 15th day of the calendar month preceding the maturity date hereof.

Capitalized terms not defined herein will be as described in this Resolution, as hereinafter defined.

The City further promises to pay interest on such principal amount from the date of original issuance or thereafter from the most recent Interest Payment Date to which interest has been paid at the rate of interest per annum set forth above, on April 1 and October 1 of each year (each an "**Interest Payment Date**"), commencing ____ 1, 2020, 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 15th day of the calendar month preceding the applicable Interest Payment Date.

Payments of principal of and interest on this Bond shall be made by check or draft mailed on each Interest Payment Date to such Registered Owner at his address as it appears on such registration records or at the written election of the Registered Owner of $1,000,000 or more in aggregate principal amount of Series 2020A Bonds delivered to the Paying Agent at least one Business Day prior to the Record Date for which such election will be effective by wire transfer to the Registered Owner. The Registered Owner hereof may change such address by written notice to the Transfer Agent by certified mail, return receipt requested, or such other method as may be subsequently prescribed by the Transfer Agent, such notice to be received by the Transfer Agent not later than the 15th day of the calendar month preceding the applicable principal or Interest Payment Date.

This Bond is one of the duly authorized issue of the Series 2020A Bonds, issued under and secured by that certain Resolution adopted by the Mayor and the Board of Aldermen (the "**Governing Body**") of the City on _____, 2020 (the "**Resolution**") of like date of original issue, tenor and effect, except as to denomination, number, rate of interest and date of maturity, issued in the aggregate authorized principal amount of _____ Dollars ($_____) to raise money for the purpose of providing funds for (i) the current refunding of all of the City's outstanding Tax Increment Limited Obligation Bonds, Series 2009 (Colony Park Project) dated October 15, 2009, issued in original principal amount of $24,625,000 (the "**2009 Bonds**"); (ii) the Reserve Fund, if necessary; and (iii) paying cost of issuance for the Series 2020A Bonds (together, the "**Series 2020A Project**").

Pursuant to the Resolution, simultaneous with the issuance of the Series 2020A Bonds, the City shall issue the $_____ Taxable Tax Increment Limited Obligation Refunding Bond, Series 2020B (Colony Park Project), dated _____, 2020. The Series 2020A Bonds and the Series 2020B Bonds are defined under the Resolution as the "**Series 2020 Bonds**."

This Series 2020 Bonds are issued pursuant to the authority of the Constitution and statutes of the State, including Sections 31-27-1 *et seq.*, Sections 21-45-1 *et seq.*, and Section 57-64-1 *et seq.* of the Mississippi Code of 1972, as amended and/or supplemented from time to time (collectively, the "**Act**"), and by the further authority of proceedings duly had by the Governing Body of the City, including the Resolution.

The Series 2020A Bonds maturing on October 1, 20___ and thereafter, are subject to redemption prior to their stated dates of maturity, at par, plus accrued interest to the date of redemption, either in whole, or in part, at any time on or after October 1, 20____.

Notice of redemption identifying the numbers of Series 2020A Bonds or portions thereof to be redeemed, which notice may be conditional, shall be given to the Registered Owners thereof by first class mail at least thirty (30) days and not more than sixty (60) days prior to the date fixed for redemption. Failure to mail or receive any such notice, or any defect therein or in the mailing thereof, shall not affect the validity of any proceedings for the redemption of Series 2020A Bonds. Any notice mailed as provided herein shall be conclusively presumed to have been given, irrespective of whether received. If

such written notice of redemption is made and if due provision for payment of the redemption price is made, all as provided above, the Series 2020A Bonds which are to be redeemed thereby automatically shall be deemed to have been redeemed prior to their scheduled maturities, and they shall not bear interest after the date fixed for redemption, and they shall not be regarded as being outstanding except for the right of the owner to receive the redemption price out of the funds provided for such payment. If at the time of mailing of any notice of redemption, there shall not be on deposit with the Paying Agent sufficient moneys to redeem all of the Series 2020A Bonds called for redemption, such notice shall state that it is subject to the deposit of moneys with the Paying Agent not later than on the redemption date and shall be of no effect unless such moneys are deposited.

The Series 2020A Bonds are registered as to both principal and interest. The Series 2020A Bonds are to be issued or reissued in Authorized Denominations.

This Series 2020A Bond may be transferred or exchanged by the Registered Owner hereof in person or by his attorney duly authorized in writing at the principal office of the Transfer Agent, but only in the manner, subject to the limitations in this Resolution, and upon surrender and cancellation of this Series 2020A Bond. Upon such transfer or exchange, a new Series 2020A Bond or Series 2020A Bonds of like aggregate principal amount in authorized denominations of the same maturity will be issued.

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

The Series 2020A Bonds are and will continue to be payable as to principal and interest out of and secured by the Tax Increment. Tax Increment means the added increments of City and County ad valorem tax revenue which results from the taxation of the Captured Assessed Value of the real property and personal property and improvements thereon contained within and forming a part of the Redevelopment Project Sites, and (b) the added increments of sale tax revenue rebated to the City by the State arising out of and generated by taxation of the retail sales originated on the Redevelopment Project Sites, which shall be necessary and sufficient to pay the principal of and interest on the Series 2020 Bonds, fund the Reserve Fund and pay the annual fees and expenses of the Paying Agent. THE SERIES 2020 BONDS WILL CONSTITUTE LIMITED OBLIGATIONS OF THE CITY PAYABLE SOLELY FROM THE TAX INCREMENT AND FROM OTHER MONIES PLEDGED THEREFOR. NEITHER THE FAITH, CREDIT, OR TAXING POWER OF THE CITY NOR THE FAITH, CREDIT, OR TAXING POWER OF THE STATE OR ANY POLITICAL SUBDIVISION THEREOF IS PLEDGED TO THE PAYMENT OF THE SERIES 2020 BONDS.

The City has further pledged funds available in the Reserve Fund and the Tax Increment Surplus Account.

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

IT IS HEREBY CERTIFIED, RECITED AND REPRESENTED that all conditions, acts and things required by law to exist, to have happened and to have been performed precedent to and in the issuance of the Series 2020A Bonds, in order to make the same legal and binding limited obligations 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 Series 2020A 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 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.

CITY OF RIDGELAND, MISSISSIPPI

By: _____
Mayor

COUNTERSIGNED:

_____
City Clerk

(SEAL)

There shall be printed in the lower left portion of the face of the Series 2020A Bonds, or attached thereto, a registration and authentication certificate in substantially the following form:

CERTIFICATE OF REGISTRATION AND AUTHENTICATION

This Bond is one of the Series 2020A Bonds described in the within mentioned Resolution and is one of the City of Ridgeland, Mississippi Tax Increment Limited Obligation Refunding Bonds, Series 2020A (Colony Park Project).

_____
as Transfer Agent

By:_____
Authorized Officer

Date of Registration and Authentication: _____

There shall be printed on the reverse of the Series 2020 Bonds, or attached thereto, a registration and validation certificate and an assignment form in substantially the following form:

REGISTRATION AND VALIDATION CERTIFICATE

STATE OF MISSISSIPPI
COUNTY OF MADISON
CITY OF RIDGELAND

I, the undersigned City Clerk of the City of Ridgeland, Mississippi, do hereby certify that the within 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 the Second Judicial District of Madison County, Mississippi, rendered on the ____ day of _____, 2020.

_____
City Clerk

(SEAL)

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto _____ (Name and Address of Assignee) the within Bond and does hereby irrevocably constitute and appoint _____, _____, Mississippi, as Transfer Agent to transfer the said Bond on the records kept for registration thereof with full power of substitution in the premises.

_____

NOTICE: The signature to this Assignment must correspond with the name of the Registered Owner as it appears upon the face of the within Bond in every particular, without any alteration whatever.

Signatures guaranteed:

_____

NOTICE: Signature(s) must be guaranteed by an approved eligible guarantor institution, an institution that is a participant in a Securities Transfer Association recognized signature guarantee program.

_____
(Authorized Officer)

Date of Assignment: _____
Insert Social Security Number or Other
Tax Identification Number of Assignee: _____

FORM OF SERIES 2020B BONDS

UNLESS THIS BOND IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY TRUST COMPANY, A NEW YORK CORPORATION ("DTC"), TO THE PAYING AGENT OR ITS AGENT FOR REGISTRATION OF TRANSFER, EXCHANGE, OR PAYMENT, AND ANY BOND 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 INASMUCH AS THE REGISTERED OWNER HEREOF, CEDE & CO., HAS AN INTEREST HEREIN.

UNITED STATES OF AMERICA
STATE OF MISSISSIPPI
CITY OF RIDGELAND
TAXABLE TAX INCREMENT LIMITED OBLIGATION
REFUNDING BOND, SERIES 2020B
(COLONY PARK PROJECT)

NO._____ $_____

Interest Rate	Maturity Date	Original Date	Date of Authentication	CUSIP No.
___%	April 1, 20____	_____, 2020	_____, 2020	

Registered Owner: **CEDE & CO.**

Principal Amount: _____ DOLLARS

The City of Ridgeland, State of Mississippi (the "**City**"), a body politic existing under the Constitution and laws of the State of Mississippi (the "**State**"), acknowledges itself to owe and for value received, promises to pay in lawful money of the United States of America (the "**United States**") to the Registered Owner identified above, but solely from the sources referred to herein and not otherwise upon the presentation and surrender of this Bond, at the principal office of _____, or its successor, as paying agent (the "**Paying Agent**") for the Taxable Tax Increment Limited Obligation Refunding Bonds, Series 2020B (Colony Park Project) (the "**Series 2020B Bonds**"), on the maturity date identified above, the principal amount identified above. Payment of the principal amount of this Series 2020B Bond shall be made to the Registered Owner hereof who shall appear in the registration records of the City maintained by _____, or its successor, as transfer agent for the Series 2020B Bonds (the "**Transfer Agent**"), as of the 15th day of the calendar month preceding the maturity date hereof.

Capitalized terms not defined herein will be as described in this Resolution, as hereinafter defined.

The City further promises to pay interest on such principal amount from the date of original issuance or thereafter from the most recent Interest Payment Date to which interest has been paid at the rate of interest per annum set forth above, on April 1 and October 1 of each year (each an "**Interest Payment Date**"), commencing ____ 1, 2020, 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 15th day of the calendar month preceding the applicable Interest Payment Date.

Payments of principal of and interest on this Bond shall be made by check or draft mailed on each Interest Payment Date to such Registered Owner at his address as it appears on such registration records or at the written election of the Registered Owner of $1,000,000 or more in aggregate principal amount of Series 2020B Bonds delivered to the Paying Agent at least one Business Day prior to the Record Date for which such election will be effective by wire transfer to the Registered Owner. The Registered Owner hereof may change such address by written notice to the Transfer Agent by certified mail, return receipt requested, or such other method as may be subsequently prescribed by the Transfer Agent, such notice to be received by the Transfer Agent not later than the 15th day of the calendar month preceding the applicable principal or Interest Payment Date.

This Bond is one of the duly authorized issue of the Series 2020B Bonds, issued under and secured by that certain Resolution adopted by the Mayor and the Board of Aldermen (the "**Governing Body**") of the City on _____, 2020 (the "**Resolution**") of like date of original issue, tenor and effect, except as to denomination, number, rate of interest and date of maturity, issued in the aggregate authorized principal amount of _____ Dollars ($_____) to raise money for the purpose of providing funds for (i) the advance refunding of all of the City's outstanding Tax Increment Limited Obligation Bonds, Series 2011 (Colony Park Project) dated April 1, 2011, issued in original principal amount of $10,375,000 (the "**2011 Bonds**"); (ii) the Reserve Fund, if necessary; and (iii) paying cost of issuance for the Series 2020B Bonds (together, the "**Series 2020B Project**").

Pursuant to the Resolution, simultaneous with the issuance of the Series 2020B Bonds, the City shall issue the $_____ Tax Increment Limited Obligation Refunding Bond, Series 2020A (Colony Park Project), dated _____, 2020. The Series 2020A Bonds and the Series 2020B Bonds are defined under the Resolution as the "**Series 2020 Bonds**."

This Series 2020 Bonds are issued pursuant to the authority of the Constitution and statutes of the State, including Sections 31-27-1 *et seq.*, Sections 21-45-1 *et seq.*, and Section 57-64-1 *et seq.* of the Mississippi Code of 1972, as amended and/or supplemented from time to time (collectively, the "**Act**"), and by the further authority of proceedings duly had by the Governing Body of the City, including the Resolution.

The Series 2020B Bonds maturing on October 1, 20___ and thereafter, are subject to redemption prior to their stated dates of maturity, at par, plus accrued interest to the date of redemption, either in whole, or in part, at any time on or after October 1, 20____.

Notice of redemption identifying the numbers of Series 2020B Bonds or portions thereof to be redeemed, which notice may be conditional, shall be given to the Registered Owners thereof by first class mail at least thirty (30) days and not more than sixty (60) days prior to the date fixed for redemption. Failure to mail or receive any such notice, or any defect therein or in the mailing thereof, shall not affect the validity of any proceedings for the redemption of Series 2020B Bonds. Any notice mailed as provided herein shall be conclusively presumed to have been given, irrespective of whether received. If such written notice of redemption is made and if due provision for payment of the redemption price is made, all as provided above, the Series 2020B Bonds which are to be redeemed thereby automatically shall be deemed to have been redeemed prior to their scheduled maturities, and they shall not bear interest after the date fixed for redemption, and they shall not be regarded as being outstanding except for the right of the owner to receive the redemption price out of the funds provided for such payment. If at the time of mailing of any notice of redemption, there shall not be on deposit with the Paying Agent sufficient moneys to redeem all of the Series 2020B Bonds called for redemption, such notice shall state that it is subject to the deposit of moneys with the Paying Agent not later than on the redemption date and shall be of no effect unless such moneys are deposited.

The Series 2020B Bonds are registered as to both principal and interest. The Series 2020B Bonds are to be issued or reissued in Authorized Denominations.

This Series 2020B Bond may be transferred or exchanged by the Registered Owner hereof in person or by his attorney duly authorized in writing at the principal office of the Transfer Agent, but only in the manner, subject to the limitations in this Resolution, and upon surrender and cancellation of this Series 2020B Bond. Upon such transfer or exchange, a new Series 2020B Bond or Series 2020B Bonds of like aggregate principal amount in authorized denominations of the same maturity will be issued.

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

The Series 2020B Bonds are and will continue to be payable as to principal and interest out of and secured by the Tax Increment. Tax Increment means the added increments of City and County ad valorem tax revenue which results from the taxation of the Captured Assessed Value of the real property and personal property and improvements thereon contained within and forming a part of the Redevelopment Project Sites, and (b) the added increments of sale tax revenue rebated to the City by the State arising out of and generated by taxation of the retail sales originated on the Redevelopment Project Sites, which shall be necessary and sufficient to pay the principal of and interest on the Series 2020 Bonds, fund the Reserve Fund and pay the annual fees and expenses of the Paying Agent. THE SERIES 2020 BONDS WILL CONSTITUTE LIMITED OBLIGATIONS OF THE CITY PAYABLE SOLELY FROM THE TAX INCREMENT AND FROM OTHER MONIES PLEDGED THEREFOR. NEITHER THE FAITH, CREDIT, OR TAXING POWER OF THE CITY NOR THE FAITH, CREDIT, OR TAXING POWER OF THE STATE OR ANY POLITICAL SUBDIVISION THEREOF IS PLEDGED TO THE PAYMENT OF THE SERIES 2020 BONDS.

The City has further pledged funds available in the Reserve Fund and the Tax Increment Surplus Account.

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

IT IS HEREBY CERTIFIED, RECITED AND REPRESENTED that all conditions, acts and things required by law to exist, to have happened and to have been performed precedent to and in the issuance of the Series 2020B Bonds, in order to make the same legal and binding limited obligations 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 Series 2020B 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 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.

CITY OF RIDGELAND, MISSISSIPPI

By: _____
Mayor

COUNTERSIGNED:

_____
City Clerk

(SEAL)

There shall be printed in the lower left portion of the face of the Series 2020B Bonds, or attached thereto, a registration and authentication certificate in substantially the following form:

CERTIFICATE OF REGISTRATION AND AUTHENTICATION

This Bond is one of the Series 2020B Bonds described in the within mentioned Resolution and is one of the City of Ridgeland, Mississippi Taxable Tax Increment Limited Obligation Refunding Bonds, Series 2020B (Colony Park Project).

_____
as Transfer Agent

By:_____
Authorized Officer

Date of Registration and Authentication: _____

There shall be printed on the reverse of the Series 2020 Bonds, or attached thereto, a registration and validation certificate and an assignment form in substantially the following form:

REGISTRATION AND VALIDATION CERTIFICATE

STATE OF MISSISSIPPI
COUNTY OF MADISON
CITY OF RIDGELAND

I, the undersigned City Clerk of the City of Ridgeland, Mississippi, do hereby certify that the within 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 the Second Judicial District of Madison County, Mississippi, rendered on the ____ day of _____, 2020.

_____
City Clerk

(SEAL)

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto _____ (Name and Address of Assignee) the within Bond and does hereby irrevocably constitute and appoint _____, _____, Mississippi, as Transfer Agent to transfer the said Bond on the records kept for registration thereof with full power of substitution in the premises.

_____
NOTICE: The signature to this Assignment must correspond with the name of the Registered Owner as it appears upon the face of the within Bond in every particular, without any alteration whatever.

Signatures guaranteed:

_____
NOTICE: Signature(s) must be guaranteed by an approved eligible guarantor institution, an institution that is a participant in a Securities Transfer Association recognized signature guarantee program.

_____
(Authorized Officer)

Date of Assignment: _____
Insert Social Security Number or Other
Tax Identification Number of Assignee: _____

EXHIBIT E

FORM OF CONTINUING DISCLOSURE CERTIFICATE

CONTINUING DISCLOSURE CERTIFICATE FOR THE SERIES 2020 BONDS

This Continuing Disclosure Certificate (this "**Disclosure Agreement**") is executed and delivered by the City of Ridgeland, Mississippi (the "**Issuer**") in connection with the execution and delivery of The $_____* City of Ridgeland, Mississippi Tax Increment Limited Obligation Refunding Bonds, Series 2020A (Colony Park Project) (the "**Series 2020A Bonds**"), the $_____* City of Ridgeland, Mississippi Taxable Tax Increment Limited Obligation Refunding Bonds, Series 2020B (Colony Park Project) (the "**Series 2020B Bonds**") and the $_____* City of Ridgeland, Mississippi Taxable Tax Increment Limited Obligation Bonds, Series 2020C (Colony Park Project) (the "**Series 2020C Bonds**" and together with the Series 2020A Bonds and the Series 2020B Bonds, the "**Series 2020 Bonds**"). The Series 2019 Bonds are being executed and delivered pursuant to resolutions adopted by the Mayor and Board of Aldermen (the "**Governing Body**") of the Issuer on _____ (collectively, the "**Resolution**"). The Issuer covenants and agrees as follows:

SECTION 1. Purpose of this Disclosure Agreement. This Disclosure Certificate is being executed and delivered by the Issuer for the benefit of the holders and beneficial owners of the Bonds and in order to assist the Participating Underwriter in complying with Rule 15c2-12(b)(5) of the Securities and Exchange Commission (the "SEC").

SECTION 2. Definitions. In addition to the definitions set forth in the Resolution, which apply to any capitalized term used in this Disclosure Agreement unless otherwise defined herein, the following capitalized terms shall have the following meanings:

"**Annual Report**" shall mean any Annual Report provided by the Issuer pursuant to, and as described in, Sections 3 and 4 of this Disclosure Certificate.

"**Dissemination Agent**" shall mean any Dissemination Agent designated in writing by the Issuer and which has filed with the Issuer a written acceptance of such designation.

"**Listed Events**" shall mean any of the events listed in Section 5 of this Disclosure Certificate.

"**MSRB**" shall mean the Municipal Securities Rulemaking Board. As of the date hereof, the MSRB's required method of filing is electronically via its Electronic Municipal Market Access (EMMA) system, which is currently available at http://emma.msrb.org.

"**Official Statement**" means the final Official Statement prepared in connection with the Bonds.

"**Participating Underwriter**" shall mean the original underwriter of the Bonds required to comply with the Rule in connection with an offering of the Bonds.

"**Rule**" shall mean Rule 15c2-12(b)(5) adopted by the SEC under the Securities Exchange Act of 1934, as in effect on the date of this Disclosure Certificate.

SECTION 3. Provision of Annual Reports.

(a) The Issuer shall, or shall cause the Dissemination Agent to, not later than twelve (12) months following the end of the Issuer's fiscal year ending September 30, 2019, provide to the MSRB (in an electronic format as prescribed by the MSRB), an Annual Report which is consistent with the requirements of Section 4 of this Disclosure Certificate. Not later than five (5) business days prior to said date, the Issuer shall provide the Annual Report to the Dissemination Agent (if other than the Issuer). The Annual Report may be submitted as a single document or as separate documents comprising a package and may cross-reference other information as provided in Section 4 of this Disclosure Certificate; provided that the audited financial statements of the Issuer may be submitted separately from the balance of the Annual Report. The information to be updated may be reported in any format chosen by the Issuer; it is not required that the format reflected in the Official Statement be used in future years.

(b) If the Issuer is unable to provide to the MSRB an Annual Report by the date required in subsection (a), the Issuer shall file or cause to be filed with the MSRB a notice in substantially the form attached to this Disclosure Certificate as Exhibit "A," or in another form determined by the Issuer.

SECTION 4. **Content of Annual Reports**. The Issuer's Annual Report shall contain or incorporate by reference the following:

(a) A copy of its annual financial statements, if any, prepared in accordance with generally accepted accounting principles audited by a firm of certified public accountants. If audited annual financial statements are not available by the time specified in Section 3(a) above, audited financial statements will be provided when and if available.

(b) An update of the type of information identified in Exhibit "B" hereto, which is contained in the tables in the Official Statement with respect to the Bonds.

Any or all of the items listed above may be incorporated by reference from other documents (including official statements), which are available to the public on the MSRB's Internet Web Site or filed with the SEC. The Issuer shall clearly identify each such document incorporated by reference.

SECTION 5. **Reporting of Listed Events**. The Issuer shall file or cause to be filed with the MSRB, in a timely manner not in excess of ten business days after the occurrence of the event, notice of any of the events listed below with respect to the Bonds. All of the events currently mandated by the Rule are listed below; however, some may not apply to the Bonds.

(1) Principal and interest payment delinquencies;

(2) Non-payment related defaults, *if material*;

(3) Unscheduled draws on debt service reserves reflecting financial difficulties;

(4) Unscheduled draws on credit enhancements reflecting financial difficulties;

(5) Substitution of credit or liquidity providers or their failure to perform;

(6) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds;

(7) Modifications to rights of bondholders, *if material*;

(8) Bond calls, *if material*, and tender offers;

(9) Defeasances;

(10) Release, substitution or sale of property securing repayment of the Bonds, *if material;*

(11) Rating changes;

(12) Bankruptcy, insolvency, receivership or similar event of the obligated person;[1]

---

[1] For the purposes of the event identified in subparagraph (b)(5)(i)(C)(12) of the Rule, the event is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for an obligated person in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the obligated person, or if such jurisdiction has been assumed by leaving the existing governing body and official or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the obligated person.

(13) The consummation of a merger, consolidation, or acquisition involving an obligated person or the sale of all or substantially all of the assets of the obligated person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, *if material*;

(14) Appointment of a successor or additional trustee or the change of name of a trustee, *if material*;

(15) Incurrence of a financial obligation[2] of the obligated person, *if material*, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a financial obligation of the Issuer, any of which affect security holders, *if material*; and

(16) Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a financial obligation[2] of the obligated person, any of which reflect financial difficulties.

SECTION 6. Format; Identifying Information. All documents provided to the MSRB pursuant to this Disclosure Certificate shall be in the format prescribed by the MSRB and accompanied by identifying information as prescribed by the MSRB.

As of the date of this Disclosure Certificate, all documents submitted to the MSRB must be in portable document format (PDF) files configured to permit documents to be saved, viewed, printed and retransmitted by electronic means. In addition, such PDF files must be word-searchable, provided that diagrams, images and other non-textual elements are not required to be word-searchable.

SECTION 7. Termination of Reporting Obligation. The Issuer's obligations under this Disclosure Certificate shall terminate upon the earliest of: (i) the date of legal defeasance, prior redemption or payment in full of all of the Bonds; (ii) the date that the Issuer shall no longer constitute an "obligated person" within the meaning of the Rule; or (iii) the date on which those portions of the Rule which require this written undertaking are held to be invalid by a court of competent jurisdiction in a non-appealable action, have been repealed retroactively or otherwise do not apply to the Bonds.

SECTION 8. Dissemination Agent.

(a) The Issuer may, from time to time, appoint or engage a Dissemination Agent to assist the Issuer in carrying out its obligations under this Disclosure Certificate, and may discharge any such Dissemination Agent, with or without appointing a successor Dissemination Agent. If the Issuer elects not to appoint a successor Dissemination Agent, it shall perform the duties thereof under this Disclosure Certificate. The Dissemination Agency shall have only such duties as are specifically set forth in this Disclosure Certificate and any other agreement between the Issuer and the Dissemination.

(b) In addition to the filing duties on behalf of the Issuer described in this Disclosure Certificate, the Dissemination Agent shall:

(1) each year, prior to the date for providing the Annual Report, determine the appropriate electronic format prescribed by the MSRB;

(2) send written notice to the Issuer at least 45 days prior to the date the Annual Report is due stating that the Annual Report is due as provided in Section 3(a) hereof; and

(3) if the Dissemination Agent is other than the Issuer, certify in writing to the Issuer that the Annual Report has been provided pursuant to this Disclosure Certificate and the date it was provided.

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[2] For purposes of the events identified in subparagraphs (b)(5)(i)(C)(15) and (16) of the Rule, the term "financial obligation" is defined to mean a (A) debt obligation; (B) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (C) a guarantee of (A) or (B). The term "financial obligation" does not include municipal securities as to which a final official statement has been otherwise provided to the MSRB consistent with the Rule. Numerous other terms contained in these subsections and/or in the definition of "financial obligation" are not defined in the Rule; SEC Release No. 34-83885 contains a discussion of the current SEC interpretation of those terms.

(4) If the Annual Report (or any portion thereof) is not provided to the MSRB by the date required in Section (3)(a), the Dissemination Agent shall file with the MSRB a notice in substantially the form attached to this Disclosure Certificate as Exhibit A or in another form determined by the Issuer.

SECTION 9. **Amendment; Waiver**. Notwithstanding any other provision of this Disclosure Certificate, the Issuer may amend this Disclosure Certificate and may waive any provision of this Disclosure Certificate, without the consent of the holders and beneficial owners of the Bonds, if such amendment or waiver does not, in and of itself, cause the undertakings herein (or action of any Participating Underwriter in reliance on the undertakings herein) to violate the Rule, but taking into account any subsequent change in or official interpretation of the Rule. The Issuer will provide notice of such amendment or waiver to the MSRB.

SECTION 10. **Additional Information**. Nothing in this Disclosure Certificate shall be deemed to prevent the Issuer from disseminating any other information, using the means of dissemination set forth in this Disclosure Certificate or any other means of communication, or including any other information in any Annual Report or notice of occurrence of a Listed Event, in addition to that which is required by this Disclosure Certificate. If the Issuer chooses to include any information in any Annual Report or notice of occurrence of a Listed Event in addition to that which is specifically required by this Disclosure Certificate, the Issuer shall have no obligation under this Disclosure Certificate to update such information or include it in any future Annual Report or notice of occurrence of a Listed Event.

SECTION 11. **Default**. In the event of a failure of the Issuer to comply with any provision of this Disclosure Certificate, any holder or beneficial owner of the Bonds may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the Issuer to comply with its obligations under this Disclosure Certificate. A default under this Disclosure Certificate shall not be deemed an event of default under the Indenture, and the sole remedy under this Disclosure Certificate in the event of any failure of the Issuer to comply with this Disclosure Certificate shall be an action to compel performance.

SECTION 12. **Beneficiaries**. This Disclosure Certificate shall inure solely to the benefit of the Issuer, the Dissemination Agent, the Participating Underwriter and the holders and beneficial owners from time to time of the Bonds, and shall create no rights in any other person or entity.

IN WITNESS WHEREOF, the Issuer has caused this Disclosure Agreement to be executed by a duly authorized officer of the Issuer as of this _____ day of _____ 2020.

(SEAL)

CITY OF RIDGELAND, MISSISSIPPI

By _____
Mayor

ATTEST:

By_____
City Clerk

EXHIBIT "A"

NOTICE OF FAILURE TO FILE ANNUAL REPORT

Name of Issuer:	City of Ridgeland
Name of Bond Issue:	The $_____* City of Ridgeland, Mississippi Tax Increment Limited Obligation Refunding Bonds, Series 2020A (Colony Park Project) (the "Series 2020A Bonds"), the $_____* City of Ridgeland, Mississippi Taxable Tax Increment Limited Obligation Refunding Bonds, Series 2020B (Colony Park Project) (the "Series 2020B Bonds") and the $_____* City of Ridgeland, Mississippi Taxable Tax Increment Limited Obligation Bonds, Series 2020C (Colony Park Project) (the "Series 2020C Bonds" and together with the Series 2020A Bonds and the Series 2020B Bonds, the "Series 2020 Bonds")
Date of Issuance:	_____, 2020
CUSIP Number:	766039 ___

NOTICE IS HEREBY GIVEN that the Issuer has not provided an Annual Report with respect to the above-named Bonds as required by the Continuing Disclosure Certificate dated _____, 2020. The Issuer anticipates that the Annual Report will be filed by _____.

Dated: _____, _____

EXHIBIT "B"

OFFICIAL STATEMENT TABLES TO BE UPDATED

Redevelopment District Property Ad Valorem Tax Collections[3]

Fiscal Year	City Ad Valorem Taxes[4]	Forrest County Ad Valorem Taxes[5]	Total

SOURCE: Office of the Madison County Tax Assessor; _____ 20__.

Redevelopment District Property Assessed Valuations

Fiscal Year	True Value	Assessed Valuation[6]

SOURCE: Office of the Madison County Tax Assessor; _____, 20__.

Historical City and County Retail Sales

State Fiscal Year Ended June 30	City	County

SOURCE: Mississippi State Tax Commission or Mississippi Department of Revenue Annual Reports for years indicated.

[3] Does not include school taxes.

[4] The City has pledged 100% of the City's Ad Valorem Portion of the Tax Increment from the Redevelopment Project to the payment of the debt service on the Series 2020 Bonds and the payment annual fees and expenses of the Paying Agent.

[5] The County has pledged 100% of the County's Ad Valorem Portion of the Tax Increment from the Redevelopment Project to the payment of the debt service on the Series 2020 Bonds and the payment annual fees and expenses of the Paying Agent.

[6] Assessed valuation is 15% of true value.

The Ad Valorem Tax Portion of the Tax Increment

Description of Property	Captured Assessed Value @ 15% of True Value		City Real Property Taxes	City Personal Property Taxes	County Real Property Taxes	County Personal Property Taxes
	Real	Personal	@____ mils	@____ mils	@____ mils	@____ mils
Detailed in Appendices B&D						
TOTAL AD VALOREM PORTION OF TAX INCREMENT						

SOURCE: Madison County Tax Assessor's office, _____, 2020. (Refer to Appendices Band D.)

Sales Tax Portion of the Tax Increment

	Total Retail Sales	State Sales Tax of7%	Rebate to City (18.5% of 7%)	Sales Tax Revenue Pledged to Bond Payments
Retail Sales for Year Ending _____				
Retail Sales for Calendar Year Ending _____				

SOURCE: Department of Revenue, _____, 2020.

Project Debt Service Coverage

Added Tax Increment Generated from Redevelopment Project: $_____.00
Less highest annual debt service on the Series 2020 Bonds: $_____.00
Excess Tax Increment: $_____.00
20__ Debt Service Coverage Ratio: _____%

Historical Debt Service Coverage

Pledged Revenues	**FY 20__**	**FY 20__**	**FY 20__**	**FY 20__**	**FY 20__**	**FY 20__**
City Real Property Tax						
City Personal Property Tax						
City Sales Tax						
County Real Property Tax						
County Personal Property Tax						
Total Pledged Revenues						
Maximum Annual Debt Service on Series 2009 and Series 2011 Bonds						
Debt Service Coverage						

Source: Municipal City Clerk, Colony Park TIF Calculations for each fiscal year, March 20___.

EXHIBIT F

FORM OF BOND PURCHASE AGREEMENT

BOND PURCHASE AGREEMENT

$_____
CITY OF RIDGELAND, MISSISSIPPI
TAX INCREMENT LIMITED OBLIGATION REFUNDING BONDS, SERIES 2020A
(COLONY PARK PROJECT)

$_____
CITY OF RIDGELAND, MISSISSIPPI
TAXABLE TAX INCREMENT LIMITED OBLIGATION REFUNDING BONDS, SERIES 2020B
(COLONY PARK PROJECT)

Mayor and Board of Aldermen
City of Ridgeland, Mississippi

Ladies and Gentlemen:

The undersigned, Duncan Williams, Inc., Memphis, Tennessee (the "Underwriter"), acting on its own behalf and not as agent or fiduciary for you, hereby offers to enter into this agreement (the "Bond Purchase Agreement") with City of Ridgeland, Mississippi (the "Issuer" or "City"), which, upon your acceptance of this offer, will be binding upon you and upon us.

This offer is made subject to your acceptance of this Bond Purchase Agreement on or before 5:00 o'clock p. m., Central Standard Time on this date.

1. **Purchase Price**. Upon the terms and conditions and upon the basis of the respective representations, warranties and covenants set forth herein, the Underwriter hereby agrees to purchase from the Issuer, and the Issuer hereby agrees to sell to the Underwriter, all (but not less than all) of the above-captioned $_____ in principal amount Tax Increment Limited Obligation Refunding Bonds, Series 2020A, to be dated _____, 2020 (the "**Series 2020A Bonds**"), $_____ in principal amount Taxable Tax Increment Limited Obligation Refunding Bonds, Series 2020B, to be dated _____, 2020 (the "Series 2020B Bonds" and together with the Series 2020A Bonds, the "Series 2020 Bonds") pursuant to a resolution adopted by the Mayor and Board of Aldermen of the Issuer (the "Governing Authority") on _____, 2020 (the "Bond Resolution") authorizing and approving the issuance and sale of the Series 2020 Bonds and providing the security for the Series 2020 Bonds. All capitalized terms used herein but not defined herein shall have the meanings ascribed thereto in the Bond Resolution. The purchase price of the Series 2020 Bonds is set forth in **SCHEDULE I** hereto. Such purchase price shall be paid at the Closing (hereinafter defined) in accordance with paragraph 6 hereof. The Series 2020 Bonds are to be issued by the Issuer, acting through the Governing Authority, under and pursuant to the Bond Resolution. The Series 2020 Bonds are issued pursuant to Sections 21-45-1 et seq. of the Mississippi Code of 1972, as amended and/or supplemented from time to time (the "TIF Act"), Section 57- 64-1 et seq., Mississippi Code of 1972, as amended and/or supplemented from time to time (the "REDA Act"), and Section 31-27-1 et seq. of the Mississippi Code of 1972, as amended and/or supplemented from time to time (the "Refunding Act", and other constitutional and statutory authority (the "Act").

The Series 2020 Bonds shall mature on the dates and shall bear interest at the fixed rates, all as described in **SCHEDULE II** attached hereto. The Underwriter, acting for and on behalf of the Issuer, will remit the proceeds of the Series 2020A Bonds and the Series 2020B Bonds

directly to The First National Bank of Clarksdale, Clarksdale, Mississippi, as the paying agent (the "Paying Agent" and/or "Escrow Agent") for the City's $24,625,000 (original principal amount) Tax Increment Limited Obligation Bonds, Series 2009 (Colony Park Project), dated October 15, 2009 (the "2009 TIF Bonds") and City's $10,375,000 (original principal amount) Tax Increment Limited Obligation Bonds, Series 2011 (Colony Park Project), dated April 1, 2011 (the "2011 TIF Bonds"), and the Escrow Agent pursuant to that Escrow Agreement, dated March ____, 2020, by and between the City and the Escrow Agent, for:

(1) deposit in the 2009 Escrow Account (as defined in the Escrow Agreement), which amount, together with investment income thereon, will be sufficient to effectuate the current refunding of the 2009 TIF Bonds and the redemption of the Callable 2009 Bonds, all as set forth in **SCHEDULE III** attached hereto and which are described in the Bond Resolution and the Preliminary Official Statement, as hereinafter defined;
(2) deposit in the 2011 Escrow Account (as defined in the Escrow Agreement), which amount, together with investment income thereon, will be sufficient to effectuate the advance refunding of the 2011 TIF Bonds and the redemption of the Callable 2011 Bonds, all as set forth in SCHEDULE III attached hereto and which are described in the Bond Resolution and the Preliminary Official Statement, as hereinafter defined; and
(3) for deposit in the 2020 Costs of Issuance Fund established under the Escrow Agreement and Bond Resolution to pay the costs of issuance of the Series 2020A Bonds and the Series 2020B Bonds.

2. **Public Offering.**

Series 2020A Bonds

(a) The Underwriter agrees to assist the City in establishing the issue price of the Series 2020A Bondsand shall execute and deliver to the City at the Closing an "issue price" or similar certificate, together with the supporting pricing wires or equivalent communications, substantially in the form attached hereto as **SCHEDULE IV**, with such modifications as may be appropriate or necessary, in the reasonable judgment of the Underwriter, the City and Butler Snow LLP, as Bond Counsel ("Bond Counsel"), to accurately reflect, as applicable, the sales price or prices or the initial offering price or prices to the public of the Series 2020A Series 2020A Bonds. All actions to be taken by the City under this section to establish the issue price of the Series 2020A Bondsmay be taken on behalf of the City by the Financial Advisor (as hereinafter defined) and any notice or report to be provided to the City may be provided to the Financial Advisor.

(b) Except as otherwise set forth in **SCHEDULE IV** hereto, the City will treat the first price at which 10% of each maturity of the Series 2020A Bonds (the "10% test") is sold to the public as the issue price of that maturity (if different interest rates apply within a maturity, each separate CUSIP number within that maturity will be subject to the 10% test). At or promptly after the execution of this Bond Purchase Agreement, the Underwriter shall report to the City the price or prices at which it has sold to the public each maturity of Series 2020A Bonds. If at that time the 10% test has not been satisfied as to any maturity of the Series 2020A Series 2020A Bonds, the Underwriter agrees to promptly report to the City the prices at which it sells the

unsold Series 2020A Bonds of that maturity to the public. That reporting obligation shall continue, whether or not the Closing has occurred, until the 10% test has been satisfied as to the Series 2020A Bonds of that maturity or until all Series 2020A Bonds of that maturity have been sold to the public.

(c) The Underwriter confirms that it has offered the Series 2020A Bonds to the public on or before the date of this Bond Purchase Agreement at the offering price or prices (the "initial offering price"), or at the corresponding yield or yields, set forth in Exhibit A hereto, except as otherwise set forth therein. **SCHEDULE IV** also sets forth, as of the date of this Bond Purchase Agreement, the maturities, if any, of the Series 2020A Bonds for which the 10% test has not been satisfied and for which the City and the Underwriter agree that the restrictions set forth in the next sentence shall apply, which will allow the City to treat the initial offering price to the public of each such maturity as of the sale date as the issue price of that maturity (the "hold-the-offering-price rule"). So long as the hold-the-offering-price rule remains applicable to any maturity of the Series 2020A Series 2020A Bonds, the Underwriter will neither offer nor sell unsold Series 2020A Bonds of that maturity to any person at a price that is higher than the initial offering price to the public during the period starting on the sale date and ending on the earlier of the following:

(1) The close of the fifth (5th) business day after the sale date; or

(2) The date on which the Underwriter has sold at least 10% of that maturity of the Series 2020A Bonds to the public at a price that is no higher than the initial offering price to the public.

The Underwriter shall promptly advise the City when it has sold 10% of that maturity of the Series 2020A Bonds to the public at a price that is no higher than the initial offering price to the public, if that occurs prior to the close of the fifth (5th) business day after the sale date.

(d) The Underwriter confirms that any selling group agreement and any retail distribution agreement relating to the initial sale of the Series 2020A Bonds to the public, together with the related pricing wires, contains or will contain language obligating each dealer who is a member of the selling group and each broker-dealer that is a party to such retail distribution agreement, as applicable, to (A) report the prices at which it sells to the public the unsold Series 2020A Bonds of each maturity allotted to it until it is notified by the Underwriter that either the 10% test has been satisfied as to the Series 2020A Bonds of that maturity or all Series 2020A Bonds of that maturity have been sold to the public and (B) comply with the hold-the-offering-price rule, if applicable, in each case if and for so long as directed by the Underwriter. The City acknowledges that, in making the representation set forth in this subsection, the Underwriter will rely on (i) in the event a selling group has been created in connection with the initial sale of the Series 2020A Bonds to the public, the agreement of each dealer who is a member of the selling group to comply with the hold-the-offering-price rule, if applicable, as set forth in a selling group agreement and the related pricing wires, and (ii) in the event that a retail distribution agreement was employed in connection with the initial sale of the Series 2020A Bonds to the public, the agreement of each broker-dealer that is a party to such agreement to comply with the hold-the-offering-price rule, if applicable, as set forth in the retail distribution agreement and the related pricing wires. The City further acknowledges that the

Underwriter shall not be liable for the failure of any dealer who is a member of a selling group, or of any broker-dealer that is a party to a retail distribution agreement, to comply with its corresponding agreement regarding the hold-the-offering-price rule as applicable to the Series 2020A Series 2020A Bonds.

(e) The Underwriter acknowledges that sales of any Series 2020A Bonds to any person that is a related party to the Underwriter shall not constitute sales to the public for purposes of this section. Further, for purposes of this section:

(i) "public" means any person other than an underwriter or a related party,

(ii) "underwriter" means (A) any person that agrees pursuant to a written contract with the City (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Series 2020A Bonds to the public and (B) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (A) to participate in the initial sale of the Series 2020A Bonds to the public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Series 2020A Bonds to the public),

(iii) a purchaser of any of the Series 2020A Bonds is a "related party" to an underwriter if the underwriter and the purchaser are subject, directly or indirectly, to (i) at least 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (H) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (iii) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other), and

(iv) "sale date" means the date of execution of this Bond Purchase Agreement by all parties.

Series 2020B Bonds

(d) The Underwriter intents to make an initial bona fide public offering of all the Series 2020B Bonds at not in excess of the respective public offering prices set forth on SCHEDULE II attached hereto and may subsequently change such offering price without any requirements of prior notice. The Underwriter may offer and sell the Series 2020A Bonds to certain dealers (including dealers depositing Bonds into investment trusts) and others at prices lower than such public offering prices.

3. **Representative.** _____, is duly authorized to execute this Bond Purchase Agreement on behalf of the Underwriter.

4. **Official Statement**. The Issuer shall deliver to the Underwriter at least one (1) copy of the Official Statement, dated the date hereof relating to the Series 2020 Bonds, executed on behalf of the Issuer by the duly authorized officers of the Governing Authority. The Issuer agrees to amend or supplement the Official Statement on or prior to the Closing whenever requested by the Underwriter when, in the reasonable judgment of the Underwriter and/or Bond Counsel to the Issuer, such amendment or supplementation is required.

You hereby ratify and approve the lawful use of the Preliminary Official Statement, dated _____, 2019, relating to the Series 2020 Bonds (the "Preliminary Official Statement"), by the Underwriter prior to the date hereof, and authorize and approve the Official Statement and other pertinent documents referred to in Section 7 hereof to be lawfully used in connection with the offering and sale of the Series 2020 Bonds. The Issuer has previously provided the Underwriter with a copy of its Preliminary Official Statement. As of its date, the Preliminary Official Statement is deemed final by the Issuer for purposes of SEC Rule 15c2-12(b)(l). The Issuer agrees to provide to the Underwriter within seven (7) business days of the date hereof sufficient copies of the Official Statement to enable the Underwriter to comply with the requirements of Rule 15c2-12(b)(4) under the Securities Exchange Act of 1934, as amended from time to time.

5. **Representations of the Issuer.**

(a) The Issuer has duly authorized all necessary action to be taken by it for: (i) the sale of the Series 2020 Bonds upon the terms set forth herein and in the Official Statement; (ii) the approval of the Official Statement and the signing of the Official Statement by a duly authorized officer; and (iii) the execution, delivery and receipt of this Bond Purchase Agreement, and any and all such other agreements and documents as may be required to be executed, delivered and received by the Issuer in order to carry out, give effect to, and consummate the transactions contemplated hereby, by the Series 2020 Bonds, the Official Statement, and the Bond Resolution;

(b) The information relating to the Issuer contained in the Official Statement is and, as of the date of Closing, will be correct in all material respects and such information does not contain and will not contain any untrue statement of a material fact and does not omit and will not omit to state a material fact required to be stated therein or necessary to make the statements in such Official Statement, in light of the circumstances under which they were made, not misleading;

(c) To the knowledge of the Issuer there is no action, suit, proceeding, inquiry or investigation at law or in equity or before or by any court, public board or body pending against or affecting the Issuer or the Governing Authority or threatened against or affecting the Issuer or the Governing Authority (or, to the knowledge of the Issuer, any basis therefor) contesting the due organization and valid existence of the Issuer or the Governing Authority or the validity of the Act or wherein an unfavorable decision, ruling or finding would adversely affect the transactions contemplated hereby or by the Official

Statement or the validity or due adoption of the Bond Resolution or the validity, due authorization and execution of the Series 2020 Bonds, this Bond Purchase Agreement, or any agreement or instrument to which the Issuer is a party and which is used or contemplated for use in the consummation of the transaction contemplated hereby or by the Official Statement;

(d) The authorization, execution and delivery by the Issuer of the Official Statement, this Bond Purchase Agreement, and the other documents contemplated hereby and by the Official Statement, and compliance by the Issuer with the provisions of such instruments, do not and will not conflict with or constitute on the part of the Issuer a breach of or a default under any provisions of the Constitution or laws of the State of Mississippi (the "State"), or any existing law, court or administrative regulation, decree or order by which the Issuer or its properties are or, on the date of Closing will be, bound;

(e) All consents of and notices to or filings with governmental authorities necessary for the consummation by the Issuer of the transactions described in the Official Statement, the Bond Resolution, and this Bond Purchase Agreement (other than such consents, notices and filings, if any, as may be required under the securities or blue sky laws of any federal or state jurisdiction) required to be obtained or made have been obtained or made or will be obtained or made prior to delivery of the Series 2020 Bonds;

(f) The Issuer agrees to cooperate with the Underwriter and its counsel, if any, in any endeavor to qualify the Series 2020 Bonds for offering and sale under the securities or blue sky laws of such jurisdictions of the United States of America (the "United States") as the Underwriter may reasonably request, provided, however, that the Issuer shall not be required to register as a dealer or a broker in any such state or jurisdiction or qualify as a foreign corporation or file any general consents to service of process under the laws of any state. The Issuer consents to the lawful use of the Preliminary Official Statement and the Official Statement by the Underwriter in obtaining such qualifications; and

(g) The Issuer is an "obligated person" within the meaning of Rule 15c2-12(f)(b) shall have duly authorized, executed and delivered a continuing disclosure certificate that complies with the provisions of Rule 15c2-12(b)(5).

6. **Delivery of, and Payment for, the Series 2019 Series 2020A Bonds**. At ____ o'clock a. m., Central Standard Time, on or about _____, 2020, or at such other time or date as shall have been mutually agreed upon by the Issuer and the Underwriter, the Issuer will deliver, or cause to be delivered, to the _____, _____, _____, as Paying Agent (in such capacity, the "Paying Agent"), one bond for each separate maturity (whether serially or by term) of the Series 2020 Bonds in typewritten form, duly executed, authenticated and issued in the name of "Cede & Co.," the nominee name of The Depository Trust Company (the "Securities Depository"), together with the other documents hereinafter mentioned and, if applicable, any other moneys required by the Bond Resolution to be provided by the Issuer to refund the Refunded Bonds, subject to the conditions contained herein, the Underwriter will accept such delivery and pay the purchase price of the Series 2020

Bonds in Federal Funds at the office of the Paying Agent, for the account of the Issuer. Such payment and delivery are herein called the "Closing."

7. **Certain Conditions to Underwriter's Obligations**. The obligations of the Underwriter hereunder shall be subject to the performance by the Issuer of its obligations to be performed hereunder, and to the following conditions:

(a) At the time of Closing, (i) the Bond Resolution shall have been adopted and delivered in the form approved by the Underwriter and shall be in full force and effect and shall not have been amended, modified or supplemented except as may have been agreed to in writing by the Underwriter, (ii) the Series 2020 Bonds shall have been validated by the Chancery Court of Madison County, Mississippi, (iii) the proceeds of the sale of the Series 2020 Bonds shall be applied as described in the Official Statement, the Escrow Agreement and the Bond Resolution, and (iv) there shall have been duly adopted and there shall be in full force and effect such resolutions as, in the opinion of Bond Counsel, shall be necessary in connection with the transactions contemplated hereby; and

(b) At or prior to the Closing, the Underwriter shall have received each of the following:

(A) The approving opinion of Bond Counsel, dated the date of the Closing, relating to, among other things, the validity of the Series 2020 Bonds and the excludability of the interest on the Series 2020 Bonds from gross income for federal income tax purposes under the law existing on the date of the Closing, in a form satisfactory to the Underwriter, and a letter from Bond Counsel, dated the date of the Closing and addressed to the Underwriter, to the effect that such opinion may be relied upon by the Underwriter to the same extent as if such opinion were addressed to it;

(B) A supplemental opinion of Bond Counsel, dated the date of the Closing, addressed to the Issuer and the Underwriter in a form satisfactory to the Underwriter;

(C) An opinion of counsel to the Issuer, dated the date of the Closing, addressed to the Issuer and the Underwriter in a form satisfactory to the Underwriter;

(D) Certificates of the Issuer dated the date of the Closing, executed by authorized officers in form satisfactory to the Underwriter;

(F) The Official Statement executed on behalf of the Issuer by the duly authorized officers thereof;

(G) A specimen of the Series 2020 Bonds;

(H) Executed copy of the Escrow Agreement;

(I) Certified copies of the Bond Resolution and all other resolutions of the Issuer and the Decree of Validation relating to the issuance and/or sale of the Series 2020 Bonds, as applicable;

(J) A certificate of a duly authorized officer of the Issuer, satisfactory to the Underwriter, dated the date of Closing, stating that such officer is charged, either alone or with others, with the responsibility for issuing the Series 2020 Bonds; setting forth, in the manner required by Bond Counsel, the reasonable expectations of the Issuer as of such date as to the use of proceeds of the Series 2020 Bonds and of any other funds of the Issuer expected to be used to pay principal or interest on the Series 2020 Bonds and the facts and estimates on which such expectations are based; and stating that, to the best of the knowledge and belief of the certifying officer, the Issuer's expectations are reasonable;

(K) An executed continuing disclosure certificate as described in Paragraph 5 (g);

(L) Certified copies of the TIF Plan, the REDA Agreement, the Prior Development Agreements;

(M) A copy of the Verification Report produced by The Arbitrage Group, Inc., relating to the Series 2020A Bonds and the Series 2020B Bonds;

(N) Copy of the rating letter from Standard & Poor's Ratings confirming a rating of _____ for the Series 2020 Bonds;

(O) Certificate of as to the 2% net present value savings pursuant to the Act for the Series 2020A Bonds and the Series 2020B Bonds;

(P) Copy of the Issuer's Blanket Issuer Letter of Representations; and

(A) Other certificates of the Issuer listed on a closing memorandum, including any certificates or representations required in order for Bond Counsel to deliver the opinions referred to in Paragraphs 7(b) (A) and (B) of this Bond Purchase Agreement and such additional legal opinions, certificates, proceedings, instruments and other documents as Bond Counsel or the Underwriter may reasonably request to evidence compliance by the Issuer with applicable legal requirements, the truth and accuracy, as of the time of Closing, of their respective representations contained herein, and the due performance or satisfaction by them at or prior to such time of all agreements then to be performed and all conditions then to be satisfied by each.

All such opinions, certificates, letters, agreements and documents will be in compliance with the provisions hereof only if they are satisfactory in form and substance to the Underwriter. The Issuer will furnish the Underwriter with such conformed copies or photocopies of such opinions, certificates, letters, agreements and documents relating to the Series 2020 Bonds as the Underwriter may reasonably request.

8. **Conditions to Obligations of the Issuer**. The obligations of the Issuer hereunder to deliver the Series 2020 Bonds shall be subject to receipt of the opinions of Bond Counsel described in Sections 7(b)(A) and 7(b)(B) hereof.

9. **Termination**. The Underwriter shall have the right to cancel its obligation to purchase the Series 2020 Bonds if (i) between the date hereof and the Closing, legislation shall be enacted or favorably reported for passage to either house of the United States Congress by any committee of such house to which such legislation has been referred for consideration, a decision by a court of the United States or the United States tax court shall be rendered, or a ruling, regulation or statement by or on behalf of the Treasury Department of the United States, the Internal Revenue Service or other governmental agency shall be made or proposed to be made with respect to the federal taxation upon interest on obligations of the general character of the Series 2020 Bonds, or other action or events shall have transpired which may have the purpose or effect, directly or indirectly, of adversely changing the federal income tax consequences of any of the transactions contemplated in connection herewith, and, in the sole opinion of the Underwriter, materially adversely affects the market price of the Series 2020 Bonds, or the market price generally of obligations of the general character of the Series 2020 Bonds, or (ii) there shall exist any event which in the Underwriter's sole judgment either (a) makes untrue or incorrect in any material respect any statement or information contained in the Official Statement or (b) is not reflected in the Official Statement but should be reflected therein in order to make the statements and information contained therein not misleading in any material respect, or (iii) there shall have occurred any outbreak of hostilities or any national or international calamity or crisis including financial crisis, or a default with respect to the debt obligations of, or the institution of proceedings under federal or state bankruptcy laws by or against the Issuer, the effect of which on the financial markets of the United States being such as, in the sole judgment of the Underwriter, would make it impracticable for the Underwriter to market the Series 2020 Bonds or to enforce contracts for the sale of the Series 2020 Bonds, or (iv) there shall be in force a general suspension of trading on the New York Stock Exchange, or (v) a general banking moratorium shall have been declared by either federal, Mississippi, Tennessee or New York authorities, or (vi) there shall have occurred since the date of this Bond Purchase Agreement any material adverse change in the affairs of the Issuer, except for changes which the Official Statement discloses have occurred or may occur, or (vii) legislation shall be enacted or any action shall be taken by the Securities and Exchange Commission which, in the opinion of Bond Counsel, has the effect of requiring the contemplated distribution of the Series 2020 Bonds to be registered under the Securities Act of 1933, as amended, or the Bond Resolution, or any other document executed in connection with the transactions contemplated hereof to be qualified under the Trust Indenture Act of 1939, as amended, or (viii) a stop order, ruling, regulation or official statement by or on behalf of the Securities and Exchange Commission shall be issued or made to the effect that the issuance, offering or sale of the Series 2020 Bonds, or of obligations of the general character of the Series 2020 Bonds as contemplated hereby, or the offering of any other obligation which may be represented by the Series 2020 Bonds is in violation of any provision of the Securities Act of 1933, as amended, the Securities Exchange Act of 1934, as amended, or the Trust Indenture Act of 1939, as amended, or (ix) any state blue sky or securities commission shall have withheld registration, exemption or clearance of the offering, and in the sole judgment of the Underwriter, the market for the Series 2020 Bonds is materially affected thereby.

If the Issuer shall be unable to satisfy any of the conditions to the obligations of the Underwriter contained in this Bond Purchase Agreement and such condition is not waived by the Underwriter, or if the obligations of the Underwriter to purchase and accept delivery of the Series 2020 Bonds shall be terminated or canceled for any reason permitted by this Bond Purchase Agreement, this Bond Purchase Agreement shall terminate and neither the Underwriter nor the Issuer shall be under further obligation hereunder; except that the respective obligations to pay expenses, as provided in Section 12 hereof, shall continue in full force and effect.

10. **Additional Covenants**. The Issuer covenants and agrees with the Underwriter as follows:

(a) The Issuer shall furnish or cause to be furnished to the Underwriter as many copies of the Official Statement as the Underwriter may reasonably request; and

(b) Before revising, amending or supplementing the Official Statement, the Issuer shall furnish a copy of the revised Official Statement or such amendment or supplement to the Underwriter. If in the opinion of the Issuer, its Bond Counsel or the Underwriter, a supplement or amendment to the Official Statement is required, the Issuer will supplement or amend the Official Statement in a form and in a manner approved by the Underwriter and Bond Counsel. The Issuer covenants to notify the Underwriter promptly if, on or prior to the 25th day after the End of the Underwriting Period, (or such other period as may be agreed to by the Issuer and the Underwriter) any event shall occur, or information comes to the attention of the Issuer, that is reasonably likely to cause the Official Statement (whether or not previously supplemented or amended) to contain any untrue statement of a material fact or to omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, and if in the opinion of the Underwriter such event requires the preparation and distribution of a supplement or amendment to the Official Statement, to prepare and furnish to the Underwriter, at the Issuer's expense, such number of copies of the supplement or amendment to the Official Statement, in (i) a "designated electronic format" consistent with the requirements of the MSRB's Rule G-32 and (ii) a printed format form in substance mutually agreed upon by the Issuer and the Underwriter, as the Underwriter may reasonably request. If such notification shall be given subsequent to the Closing Date, the Issuer also shall furnish, or cause to be furnished, such additional legal opinions, certificates, instruments and other documents as the Underwriter may reasonably deem necessary to evidence the truth and accuracy of any such supplement or amendment to the Official Statement.

11. **Survival of Representations**. All representations, agreements and indemnities of the Issuer and the Underwriter hereunder shall remain operative and in full force and effect and shall survive the delivery of the Series 2020 Bonds and any termination of this Bond Purchase Agreement by the Underwriter pursuant to the terms hereof.

12. **Payment of Expenses**. If the Series 2020 Bonds are sold to the Underwriter by the Issuer, the Issuer shall pay, from the proceeds of the Series 2020 Bonds, any reasonable expenses incident to the performance of its obligations hereunder, including but not limited to: (i) the cost of the preparation and printing of the Preliminary Official Statement and the Official

Statement; (ii) the cost of the preparation of book-entry Series 2020 Bonds; (iii) any rating agency fees; (iv) the cost of distribution of the Preliminary Official Statement and the Official Statement; (v) the fees and expenses of Bond Counsel, Issuer's counsel, Underwriter's counsel, the Verification Agent, the Escrow Agent, the Paying Agent and any other experts or consultants retained by the Issuer and the Underwriter and (vi) the cost of any federal funds necessary to pay the purchase price of the Series 2020 Bonds.

The Underwriter shall pay (a) all advertising expenses in connection with the public offering of the Series 2020 Bonds and (b) all other expenses incurred by the Underwriter in connection with their public offering.

13. **Acknowledgement of Role of Underwriter.** The Issuer acknowledges and agrees that (i) the primary role of the Underwriter, as underwriter, is to purchase securities, for the resale to investors, in an arm's-length commercial transaction between the Issuer and the Underwriter and that the Underwriter has financial and other interests that differ from those of the Issuer; (ii) the Underwriter is not acting as a municipal advisor, financial advisor or fiduciary to the Issuer and has not assumed any advisory or fiduciary responsibility to the Issuer with respect to the transaction contemplated hereby and the discussions, undertakings and procedures leading thereto (irrespective of whether the Underwriter has provided other services or are currently providing other services to the Issuer on other matters); (iii) the only obligations the Underwriter has to the Issuer with respect to the transaction contemplated hereby expressly are set forth in this Bond Purchase Agreement; and (iv) the Issuer has consulted its own financial and/or municipal, legal, accounting, tax and other advisors, as applicable, to the extent it deems appropriate.

14. **Indemnification**. (a) To the extent permitted by applicable State law, the Issuer agrees to indemnify and hold harmless the Underwriter, and each person, if any, who controls (within the meaning of Section 15 of the Securities Act of 1933, as amended (the "Securities Act") or Section 20 of the Securities Exchange Act of 1934, as amended (the "Exchange Act")) the Underwriter, and their directors, officers, agents, attorneys and employees, against any and all losses, claims, damages, liabilities and expenses to which the Underwriter may become subject, insofar as such losses, claims, damages, liabilities or expenses (or actions in respect thereof), arise out of or are based upon (i) a claim in connection with the public offering of the Series 2020 Bonds to the effect that the Series 2020 Bonds or any related security are required to be registered under the Securities Act or any indenture is required to be qualified under the Trust Indenture Act of 1939, as amended (the "Trust Indenture Act"), or (ii) any statement or information in the Preliminary Official Statement or in the Official Statement that is or is alleged to be untrue or incorrect in any material respect, or any omission or alleged omission of any statement or information in the Preliminary Official Statement or the Official Statement (other than in the section describing DTC and its book-entry-only procedures, the section captioned "UNDERWRITING" and the sections captioned "TAX MATTERS") which is necessary in order to make the statements therein not misleading.

(b) The Underwriter, jointly and severally, will indemnify and hold harmless the Issuer, each of its members, directors, officers and employees, and each person who controls the Issuer within the meaning of Section 15 of the Securities Act or Section 20 of the Exchange Act, to the same extent as the foregoing indemnity from the Issuer to the

Underwriter, but only with reference to the statements under the caption "UNDERWRITING" in the Preliminary Official Statement and the Official Statement.

(c) In case any claim shall be made or action brought against an indemnified party for which indemnity may be sought against any indemnifying party, as provided above, the indemnified party shall promptly notify the indemnifying party in writing setting forth the particulars of such claim or action; but the omission to so notify the indemnifying party (i) shall not relieve it from liability under paragraph (a) or (b) above unless and to the extent it did not otherwise learn of such action and such failure results in the forfeiture by the indemnifying party of substantial rights and defenses and (ii) shall not relieve it from any liability which it may have to any indemnified party otherwise than under paragraph (a) or (b) above. The indemnifying party shall assume the defense thereof, including the retention of counsel acceptable to such indemnified party and the payment of all expenses and shall have the right to negotiate and consent to settlement. An indemnified party shall have the right to retain separate counsel in any such action and to participate in the defense thereof but the fees and expenses of such counsel shall be at the expense of such indemnified party unless the employment of such counsel has been specifically authorized by the indemnifying party or the indemnifying party shall not have employed counsel reasonably acceptable to the indemnified party to have charge of the defense of such action or proceeding or the indemnified party shall have reasonably concluded that there may be defenses available to it which are different from or additional to those available to the indemnifying party (in which case the indemnifying party shall not have the right to direct the defense of such action or proceeding on behalf of the indemnified party), in any of which events, such legal or other expenses shall be borne by the indemnifying party. No party shall be liable for any settlement of any action effected without its consent, but if settled with the consent of the indemnifying party or if there is a final judgment for the plaintiff in any action with or without written consent of the indemnifying party, the indemnifying party agrees to indemnify and hold harmless the indemnified parties to the extent of the indemnities set forth above from and against any loss or liability by reason of such settlement or judgment. Any such settlement must include an unconditional release of each indemnified party from all liability arising out of such action.

(d) If the indemnification provided for above is unenforceable, or is unavailable to an indemnifying party in respect of any losses, claims, damages or liabilities (or actions in respect thereof) of the type subject to indemnification herein, then the indemnifying party shall, in lieu of indemnifying such person, contribute to the amount paid or payable by such person as a result of such losses, claims, damages, or liabilities (or actions in respect thereof). In the case of the Issuer and the Underwriter, contribution shall be in such proportion as is appropriate to reflect the relative benefits received by the Issuer, on the one hand, and the Underwriter, on the other, from the sale of the Series 2020 Bonds. If, however, the allocation provided by the immediately preceding sentence is not permitted by applicable law, then the indemnifying party shall contribute to such amount paid or payable by such indemnified party in such proportion as is appropriate to reflect not only such relative benefits but also the relative fault of the Issuer, on the one hand, and the Underwriter, on the other, in connection with the

statements or omissions which resulted in such losses, claims, damages or liabilities (or action in respect thereof), as well as any other relevant equitable considerations. The relative benefits received by the Issuer on the one hand and the Underwriter on the other shall be deemed to be in the same proportion as the total net proceeds of sale of the Series 2020 Bonds paid to the Issuer pursuant to this Bond Purchase Agreement (before deducting expenses) bear to the underwriting discount or commission received by the Underwriter. The relative fault shall be determined by reference to, among other things, whether the untrue or alleged untrue statement of a material fact or the omission or alleged omission to state a material fact relates to information supplied by the Issuer or the Underwriter and the parties' relative intent, knowledge, access to information and opportunity to correct or prevent such untrue statement or omission. The Issuer and the Underwriter agree that it would not be just and equitable if contribution pursuant to this paragraph were determined by pro rata allocation or by any other method of allocation which does not take account of the equitable considerations referred to above in this paragraph. The amount paid or payable by any person as a result of the losses, claims, damages or liabilities (or actions in respect thereof) referred to above shall be deemed to include any legal or other expenses reasonably incurred by such person in connection with investigating or defending any such action or claim. Notwithstanding the provisions of this paragraph, however, the Underwriter shall not be required to contribute an amount in excess of the amount of the underwriting discount or commission applicable to the purchase of the Securities. No person guilty of fraudulent misrepresentation (within the meaning of Section 10(b) of the Securities Act) shall be entitled to contribution from any person who was not guilty of such fraudulent misrepresentation.

15. **Notices**. Any notice or other communication to be given to the Issuer under this Bond Purchase Agreement may be given by delivering the same in writing at the address of the Issuer set forth above, and any notice or other communication to be given to the Underwriter under this Bond Purchase Agreement may be given by delivering the same in writing to Duncan Williams, Inc., 6750 Poplar Avenue, Suite 300, Memphis, Tennessee 338138.

16. **Parties**. This Bond Purchase Agreement is made solely for the benefit of the Issuer and the Underwriter (including the successors or assigns of the either) and no other person shall acquire or have any right hereunder or by virtue hereof.

17. **Governing Law**. This Bond Purchase Agreement shall be governed by and construed in accordance with the laws of the State.

18. **General**. This Bond Purchase Agreement may be executed in several counterparts, each of which shall be regarded as an original and all of which will constitute one and the same instrument. The section headings of this Bond Purchase Agreement are for convenience of reference only and shall not affect its interpretation. This Bond Purchase Agreement shall become effective upon your acceptance hereof.

Very truly yours,

DUNCAN WILLIAMS, INC.

_____

Managing Director

Accepted and agreed to as of
the date first above written:

CITY OF RIDGELAND, MISSISSIPPI

By:_____

Mayor

SCHEDULE I
To Bond Purchase Agreement
Dated _____, 2020

PURCHASE PRICE FOR THE SERIES 2020A BONDS

Par Amount of Series 2020A Bonds
Plus: Net Original Issue Premium
Less: Underwriter's Discount
Total Purchase Price for the Series 2020A Bonds

PURCHASE PRICE FOR THE SERIES 2020B BONDS

Par Amount of Series 2020B Bonds
Plus: Net Original Issue Premium
Less: Underwriter's Discount
Total Purchase Price for the Series 2020B Bonds

SCHEDULE II
To Bond Purchase Agreement
Dated _____, 2020

MATURITY SCHEDULE FOR THE SERIES 2020A BONDS

Year of Maturity	Principal Amount	Interest Rate	Yield	Cusip Number[1]
2020				
2021				
2022				
2023				
2024				
2025				
2026				
2027				
2028				
2029				

MATURITY SCHEDULE FOR THE SERIES 2020B BONDS

Year of Maturity	Principal Amount	Interest Rate	Yield	Cusip Number
2020				
2021				
2022				
2023				
2024				
2025				
2026				
2027				
2028				
2029				
2030				
2031				

[1] CUSIP is a registered trademark of the American Bankers Association. CUSIP data herein is provided by Standard and Poor's CUSIP Service Bureau, a Division of McGraw-Hill Companies, Inc. This data is not intended to create a database and does not serve in any way as a substitute for the CUSIP Services

SCHEDULE III

SCHEDULE OF REFUNDED 2009 BONDS

$24,625,000 (original principal amount)
City of Ridgeland, Mississippi Tax Increment Limited Obligation Bonds,
Series 2009 (Colony Park Project), dated October 15, 2009
Paying Agent: The First National Bank of Clarksdale

Maturity Date	Interest Rate	Principal Amount	Redemption Date	Redemption Price
October 1, 2020	4.750%	$ 1,200,000		100.00%
October 1, 2021	4.500	1,255,000		100.00
October 1, 2022	5.000	1,315,000		100.00
October 1, 2023	4.500	1,380,000		100.00
October 1, 2024	5.000	1,440,000		100.00
October 1, 2025	5.000	1,515,000		100.00
October 1, 2026	5.125	1,590,000		100.00
October 1, 2027	5.250	1,670,000		100.00
October 1, 2028	5.375	1,755,000		100.00
October 1, 2029	5.375	1,850,000		100.00
Total:		**$14,970,000**		

Interest Payment Dates are April 1 and October 1 of each year.

Principal of the Refunded 2009 Bonds maturing October 1 in years 2020 through 2029, both inclusive, are to be optionally redeemed on _____ 1, 2020, at par.

SCHEDULE OF REFUNDED 2011 BONDS

$10,375,000 (original principal amount)
City of Ridgeland, Mississippi Tax Increment Limited Obligation Bonds,
Series 2011 (Colony Park Project), dated April 1, 2011
Paying Agent: The First National Bank of Clarksdale

Maturity Date	Interest Rate	Principal Amount	Redemption Date	Redemption Price
April 1, 2020	5.200%	$ 450,000	April 1, 2021	100.00%
April 1, 2021	5.200	475,000	April 1, 2021	100.00
April 1, 2022	5.875	495,000	April 1, 2021	100.00
April 1, 2023	5.875	525,000	April 1, 2021	100.00
April 1, 2024	5.875	555,000	April 1, 2021	100.00
April 1, 2025	5.875	590,000	April 1, 2021	100.00
April 1, 2026	5.875	625,000	April 1, 2021	100.00
April 1, 2027	6.375	660,000	April 1, 2021	100.00
April 1, 2028	6.375	705,000	April 1, 2021	100.00
April 1, 2029	6.375	750,000	April 1, 2021	100.00
April 1, 2030	6.375	795,000	April 1, 2021	100.00
April 1, 2031	6.375	845,000	April 1, 2021	100.00
Total:		$7,470,000		

Interest Payment Dates are April 1 and October 1 of each year.

Principal of the Refunded 2011 Bonds maturing April 1 in years 2020 through 2031, both inclusive, are to be optionally redeemed on April 1, 2021, at par.

SCHEDULE IV

ISSUE PRICE CERTIFICATE

The undersigned, on behalf of Duncan Williams, Inc., Memphis, Tennessee ("Duncan Williams"), hereby certifies as set forth below with respect to the sale and issuance of $_____ City of Ridgeland, Mississippi Tax Increment Limited Obligation Refunding Bonds, Series 2020A (Colony Park Project) (the "Series 2020A Bonds") based on information available to Duncan Williams. Defined Terms shall have the meaning set forth in Section 4 below.

1. ***Sale of the General Rule Maturities***. As of the date of this Issue Price Certificate (this "Certificate"), for each Maturity of the General Rule Maturities, the first price at which at least 10% of such Maturity was sold to the Public is the respective price listed in Schedule A.

2. ***Initial Offering Price of the Hold-the-Offering-Price Maturities***.

(a) Duncan Williams offered the Hold-the-Offering-Price Maturities to the Public for purchase at the respective initial offering prices listed in Schedule A (the "Initial Offering Prices") on or before the Sale Date. A copy of the pricing wire or equivalent communication for the Series 2020A Bonds is attached to this Certificate as Schedule B.

(b) As set forth in the Bond Purchase Agreement, Duncan Williams has agreed in writing that, (i) for each Maturity of the Hold-the-Offering-Price Maturities, it would neither offer nor sell any of the Series 2020A Bonds of such Maturity to any person at a price that is higher than the Initial Offering Price for such Maturity during the Holding Period for such Maturity, and (ii) any selling group agreement shall contain the agreement of each dealer who is a member of the selling group, and any retail distribution agreement shall contain the agreement of each broker-dealer who is a party to the retail distribution agreement, to comply with the hold-the-offering-price rule. Pursuant to such agreement, no Underwriter has offered or sold any Maturity of the Hold-the-Offering-Price Maturities at a price that is higher than the respective Initial Offering Price for that Maturity of the Series 2020A Bonds during the Holding Period.

3. ***Yield and Weighted Average Maturity of the Series 2020A Bonds***

(a) Duncan Williams has calculated the yield on the Series 2020A Bonds to be _____%.

(b) Duncan Williams has calculated the weighted average maturity of the Series 2020A Bonds to be _____ years.

4. ***Defined Terms.***

(a) *General Rule Maturities* means those Maturities of the Series 2020A Bonds listed in Schedule A hereto as the "General Rule Maturities."

(b) *Hold-the-Offering-Price Maturities* means those Maturities of the Series 2020A Bonds listed in Schedule A hereto as the "Hold-the-Offering-Price Maturities."

(c) *Holding Period* means, with respect to a Hold-the-Offering-Price Maturity, the period starting on the Sale Date and ending on the earlier of (i) the close of the fifth business day after the Sale Date (_____), or (ii) the date on which Duncan Williams has sold at least 10% of such Hold-the-Offering-Price Maturity to the Public at prices that are no higher than the Initial Offering Price for such Hold-the-Offering-Price Maturity.

(d) *Issuer* means City of Ridgeland, Mississippi.

(e) *Maturity* means the Series 2020A Bonds with the same credit and payment terms. Series 2020A Bonds with different maturity dates, or Series 2020A Bonds with the same maturity date but different stated interest rates, are treated as separate maturities.

(f) *Public* means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter or a related party to an Underwriter. The term "related party" for purposes of this Certificate generally means any two or more persons who have greater than 50 percent common ownership, directly or indirectly.

(g) *Sale Date* means the first day on which there is a binding contract in writing for the sale of a Maturity of the Series 2020A Bonds. The Sale Date of the Series 2020A Bonds is _____.

(h) *Underwriter* means (i) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Series 2020A Bonds to the Public, and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this paragraph to participate in the initial sale of the Series 2020A Bonds to the Public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Series 2020A Bonds to the Public).

5. ***Respresentations.*** The representations set forth in this Certificate are limited to factual matters only. Nothing in this Certificate represents Duncan Williams' interpretation of any laws, including specifically Sections 103 and 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations thereunder. The undersigned understands that the foregoing information will be relied upon by the Issuer with respect to certain of the representations set forth in the Tax Compliance and No Arbitrage Certificate and with respect to compliance with the federal income tax rules affecting the Series 2020A Bonds, and by Butler Snow LLP in connection with rendering its opinion that the interest on the Series 2020A Bonds is excluded from gross income for federal income tax purposes, the preparation of the Internal Revenue Service Form 8038-G, and other federal income tax advice that it may give to the Issuer from time to time relating to the Series 2020A Bonds. Duncan Williams notes, however, that it is not an accountant or actuary and is not engaged in the practice of law. Accordingly, while Duncan Williams believes the calculations described in Section 3 above to be correct, it does not warrant their validity for purposes of Sections 103 and 141 through 150 of the Internal Revenue Code of 1986, as amended, or make any representation as to the legal sufficiency of the factual matters set forth herein. Except as expressly set forth above, the certifications set forth herein may not be relied upon or used by any third party or for any other purpose.

Duncan Williams, Inc.

By: _____

Title: _____

Dated: _____, 2020

SCHEDULE A

SALE PRICES OF THE GENERAL RULE MATURITIES AND INITIAL OFFERING PRICES OF THE HOLD-THE-OFFERING-PRICE MATURITIES

Hold the Price Maturities				
MATURITY (OCTOBER 1)	PRINCIPAL AMOUNT	INTEREST RATE	YIELD	REOFFERING PRICE
General Rule Maturities				
MATURITY (OCTOBER 1)	PRINCIPAL AMOUNT	INTEREST RATE	YIELD	REOFFERING PRICE

SCHEDULE B

PRICING WIRE OR EQUIVALENT COMMUNICATION

EXHIBIT G

FORM OF PRELIMINARY OFFICIAL STATEMENT

This Preliminary Official Statement and certain of the information contained herein is in a form deemed final for purposes of Rule 15c2-12 under the Securities Exchange Act of 1934, as amended (except for the omission of certain information permitted to be omitted under Rule 15c2-12(b)(1). This Preliminary Official Statement and the information contained herein are subject to revision, completion or amendment in the final Official Statement. These securities may not be sold nor may offers to buy be accepted prior to the time the Official Statement is delivered in final form. Under no circumstances shall this Preliminary Official Statement constitute an offer to sell or a solicitation of an offer to buy nor shall there be any sale of these securities in any jurisdiction in which such offer, solicitation or sale would be unlawful prior to registration or qualification under the securities laws of any such jurisdiction.

PRELIMINARY OFFICIAL STATEMENT DATED _____, 2020

NEW ISSUES – BOOK ENTRY **RATING:_____**

$_____*
CITY OF RIDGELAND, MISSISSIPPI
TAX INCREMENT LIMITED OBLIGATION REFUNDING BONDS, SERIES 2020A
(COLONY PARK PROJECT)

$_____*
CITY OF RIDGELAND, MISSISSIPPI
TAXABLE TAX INCREMENT LIMITED OBLIGATION REFUNDING BONDS, SERIES 2020B
(COLONY PARK PROJECT)

Dated: _____, 2020 Due: _____ 1, as shown on the inside front cover

The $_____* City of Ridgeland, Mississippi Tax Increment Limited Obligation Refunding Bonds, Series 2020A (Colony Park Project) (the "**Series 2020A Bonds**"), the $_____* City of Ridgeland, Mississippi Taxable Tax Increment Limited Obligation Refunding Bonds, Series 2020B (Colony Park Project) (the "**Series 2020B Bonds**" and together with the Series 2020A Bonds, the "**Series 2020 Bonds**") will be payable as to principal annually beginning on _____1, 20__, and will be payable as to interest semi-annually on April 1 and October 1 of each year (each a "**Payment Date**"), commencing _____1, 20____, by check or draft mailed to the registered holder of each of the Series 2020 Bonds by _____, paying agent for the Series 2020 Bonds. The Series 2020 Bonds will be issuable only in the form of fully registered bonds without coupons in the denomination of $5,000 or any integral multiple thereof.

The Series 2020 Bonds are issuable as fully registered instruments and will be initially issued only in book-entry form, under a book-entry system (described herein) in which The Depository Trust Company ("**DTC**") is the securities depository for the Series 2020 Bonds, to the nominee of DTC (Cede & CO.), with no physical delivery of Bond certificates to the purchasers thereof. Principal and interest payments on the Series 2020 Bonds will be paid to the DTC nominee, which will distribute such payments to the participating members of DTC for subsequent remittance to the owners of the beneficial interest in the Series 2020 Bonds. Such beneficial owners will be permitted to exercise the rights of holders of Bonds only indirectly through DTC and its participating members.

The Series 2020 Bonds will be limited obligations of the City of Ridgeland (the "**City**"), and together with any Additional Bonds (as defined herein) and will be secured by: (i) the added increments of City and Madison County, Mississippi (the "**County**") ad valorem tax revenue which results from the taxation of the Captured Assessed Value of the real property and personal property and improvements thereon contained within and forming a part of the Redevelopment Project Sites, and (b) the added increments of sale tax revenue rebated to the City by the State arising out of and generated by taxation of the retail sales originated on the Redevelopment Project Sites, which shall be necessary and sufficient to pay the principal of and interest on the Series 2020 Bonds, fund the Reserve Fund, if necessary, and pay the annual fees and expenses of the Paying Agent. **See "THE SERIES 2020 BONDS - Security" herein**). **Except as set forth herein, the Series 2020 Bonds do not constitute a debt, liability or loan of the credit of the City, or a pledge of the faith, credit and taxing power of the City or the County. The sources of payment of, and security for, the Series 2020 Bonds are more fully described herein.**

The Series 2020 Bonds will be further secured by the funds on deposit in the Reserve Fund all as defined and described herein.

The Series 2020 Bonds will be subject to option, mandatory and sinking fund redemption as set forth herein under "**THE SERIES 2020 BONDS - Redemption/Notice**" herein.

This cover page contains certain information for quick reference only. It is *not* a summary of the issue. Investors must read the entire Official Statement to obtain information essential to making an informed investment decision.

The Series 2020 Bonds will be offered by the City when, as and if issued and received by Duncan Williams, Inc., Memphis, Tennessee, subject to the approval of the validity thereof by Butler Snow LLP, Ridgeland, Mississippi, Bond Counsel. Certain matters pertaining to the City will be addressed by Jerry L. Mills, Esquire, and John P. Scanlon, Esquire, Ridgeland, Mississippi., Ridgeland, Mississippi, counsel to the City. It is expected that the Series 2020 Bonds in definitive form will be available for delivery on or about _____, 2020*.

DUNCAN - WILLIAMS, INC.

The date of this Official Statement is _____, 2020.

* Preliminary, subject to change.

MATURITY SCHEDULE FOR THE SERIES 2020A BONDS*

Year of Maturity	Principal Amount	Interest Rate	Yield	Cusip Number†
2020				
2021				
2022				
2023				
2024				
2025				
2026				
2027				
2028				
2029				

MATURITY SCHEDULE FOR THE SERIES 2020B BONDS*

Year of Maturity	Principal Amount	Interest Rate	Yield	Cusip Number
2020				
2021				
2022				
2023				
2024				
2025				
2026				
2027				
2028				
2029				
2030				
2031				

* Preliminary, subject to change.

† CUSIP is a registered trademark of the American Bankers Association. CUSIP data herein is provided by Standard and Poor's CUSIP Service Bureau, a Division of McGraw-Hill Companies, Inc. This data is not intended to create a database and does not serve in any way as a substitute for the CUSIP Services

NO DEALER, BROKER, SALESMAN OR OTHER PERSON HAS BEEN AUTHORIZED TO MAKE ANY REPRESENTATIONS WITH RESPECT TO THE SERIES 2020 BONDS OTHER THAN IS CONTAINED IN THIS OFFICIAL STATEMENT AND IF GIVEN OR MADE, SUCH OTHER INFORMATION OR REPRESENTATIONS MUST NOT BE RELIED UPON. THIS OFFICIAL STATEMENT DOES NOT CONSTITUTE AN OFFER TO SELL OR THE SOLICITATION OF AN OFFER TO BUY THE SERIES 2020 BONDS IN ANY JURISDICTION TO ANY PERSON TO WHOM IT IS UNLAWFUL TO MAKE SUCH OFFER OR SOLICITATION IN SUCH JURISDICTION. WHILE ALL INFORMATION HAS BEEN SECURED FROM SOURCES WHICH ARE BELIEVED TO BE RELIABLE, ALL PARTIES PREPARING AND DISTRIBUTING THE OFFICIAL STATEMENT MAKE NO GUARANTEE OR WARRANTY RELATING THERETO. ALL OPINIONS, INSTRUMENTS OR ASSUMPTIONS, WHETHER OR NOT EXPRESSLY IDENTIFIED, ARE INTENDED AS SUCH AND NOT AS REPRESENTATIONS OF FACT. NEITHER THE DELIVERY OF THIS OFFICIAL STATEMENT NOR ANY SALE MADE HEREUNDER SHALL, UNDER ANY CIRCUMSTANCES, CREATE ANY IMPLICATION THAT THERE HAS BEEN NO CHANGE IN THE AFFAIRS OF THE CITY SINCE THE DATE HEREOF.

THIS OFFICIAL STATEMENT DOES NOT CONSTITUTE AN OFFERING OF ANY SECURITY OTHER THAN THE ORIGINAL OFFERING OF THE SERIES 2020 BONDS IDENTIFIED ON THE COVER HEREOF.

UPON ISSUANCE, THE SERIES 2020 BONDS WILL NOT BE REGISTERED BY THE CITY UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR ANY STATE SECURITIES LAW, AND WILL NOT BE LISTED ON ANY STOCK OR OTHER SECURITIES EXCHANGE. NEITHER THE SECURITIES AND EXCHANGE COMMISSION NOR ANY OTHER FEDERAL, STATE OR OTHER GOVERNMENTAL ENTITY OR AGENCY, OTHER THAN THE CITY (TO THE EXTENT DESCRIBED HEREIN), WILL HAVE PASSED UPON THE ACCURACY OR ADEQUACY OF THIS OFFICIAL STATEMENT OR APPROVED THE SERIES 2020 BONDS FOR SALE.

THIS OFFICIAL STATEMENT IS NOT TO BE CONSTRUED AS A CONTRACT OR AGREEMENT BETWEEN THE CITY AND THE PURCHASERS OR HOLDERS OF THE SERIES 2020 BONDS. ALL ESTIMATES AND ASSUMPTIONS CONTAINED HEREIN ARE BELIEVED TO BE REASONABLE, BUT NO REPRESENTATION IS MADE THAT SUCH ESTIMATES OR ASSUMPTIONS ARE CORRECT OR WILL BE REALIZED.

IN CONNECTION WITH THIS OFFERING, THE UNDERWRITER MAY OVERALLOT OR EFFECT TRANSACTIONS THAT STABILIZE OR MAINTAIN THE MARKET PRICE OF THE SERIES 2020 BONDS AT A LEVEL ABOVE THAT WHICH MIGHT OTHERWISE PREVAIL IN THE OPEN MARKET. SUCH STABILIZING, IF COMMENCED, MAY BE DISCONTINUED AT ANY TIME.

THIS OFFICIAL STATEMENT CONTAINS FORECASTS, PROJECTIONS AND ESTIMATES THAT ARE BASED ON EXPECTATIONS AND ASSUMPTIONS WHICH EXISTED AT THE TIME SUCH FORECASTS, PROJECTIONS AND ESTIMATES WERE PREPARED. IN LIGHT OF THE IMPORTANT FACTORS THAT MAY MATERIALLY AFFECT ECONOMIC CONDITIONS IN THE STATE, THE CITY AND COUNTY, THE INCLUSION IN THIS OFFICIAL STATEMENT OF SUCH FORECASTS, PROJECTIONS AND ESTIMATES SHOULD NOT BE REGARDED AS A REPRESENTATION BY THE CITY OR THE UNDERWRITER THAT SUCH FORECASTS, PROJECTIONS AND ESTIMATES WILL OCCUR. SUCH FORECASTS, PROJECTIONS AND ESTIMATES ARE NOT INTENDED AS REPRESENTATIONS OF FACT OR GUARANTEES OF RESULTS.

IF AND WHEN INCLUDED IN THIS OFFICIAL STATEMENT, THE WORDS "EXPECTS," "FORECASTS," "PROJECTS," "INTENDS," "ANTICIPATES, "ESTIMATES" AND ANALOGOUS EXPRESSIONS ARE INTENDED TO IDENTIFY FORWARD-LOOKING STATEMENTS AND ANY SUCH STATEMENTS INHERENTLY ARE SUBJECT TO A VARIETY OF RISKS AND UNCERTAINTIES THAT COULD CAUSE ACTUAL RESULTS TO DIFFER MATERIALLY FROM THOSE PROJECTED. SUCH RISKS AND UNCERTAINTIES INCLUDE, AMONG OTHERS, GENERAL ECONOMIC AND BUSINESS CONDITIONS, CHANGES IN POLITICAL, SOCIAL AND ECONOMIC CONDITIONS, REGULATORY INITIATIVES AND COMPLIANCE WITH GOVERNMENTAL REGULATIONS, LITIGATION AND VARIOUS OTHER EVENTS,

CONDITIONS AND CIRCUMSTANCES, MANY OF WHICH ARE BEYOND THE CONTROL OF THE CITY. THESE FORWARD-LOOKING STATEMENTS SPEAK ONLY AS OF THE DATE OF THIS OFFICIAL STATEMENT. THE CITY DISCLAIMS ANY OBLIGATION OR UNDERTAKING TO RELEASE PUBLICLY ANY UPDATES OR REVISIONS TO ANY FORWARD-LOOKING STATEMENT CONTAINED HEREIN TO REFLECT ANY CHANGE IN THE CITY'S EXPECTATIONS WITH REGARD THERETO OR ANY CHANGE IN EVENTS, CONDITIONS OR CIRCUMSTANCES ON WHICH ANY SUCH STATEMENT IS BASED.

THE ORDER AND PLACEMENT OF MATERIALS IN THIS OFFICIAL STATEMENT, INCLUDING THE APPENDICES, ARE NOT TO BE DEEMED A DETERMINATION OF RELEVANCE, MATERIALITY OR IMPORTANCE, AND THIS OFFICIAL STATEMENT, INCLUDING THE APPENDICES, MUST BE CONSIDERED IN ITS ENTIRETY. THE CAPTIONS AND HEADINGS IN THIS OFFICIAL STATEMENT ARE FOR CONVENIENCE OF REFERENCE ONLY, AND IN NO WAY DEFINE, LIMIT OR DESCRIBE THE SCOPE OR INTENT, OR AFFECT THE MEANING OR CONSTRUCTION, OF ANY PROVISION OR SECTIONS OF THIS OFFICIAL STATEMENT. THE OFFERING OF THE SERIES 2020 BONDS IS MADE ONLY BY MEANS OF THIS OFFICIAL STATEMENT.

THE UNDERWRITER HAS PROVIDED THE FOLLOWING SENTENCE FOR INCLUSION IN THIS OFFICIAL STATEMENT: THE UNDERWRITER HAS REVIEWED THE INFORMATION IN THIS OFFICIAL STATEMENT IN ACCORDANCE WITH, AND AS PART OF, ITS RESPONSIBILITIES TO INVESTORS UNDER THE FEDERAL SECURITIES LAWS AS APPLIED TO THE FACTS AND CIRCUMSTANCES OF THIS TRANSACTION, BUT THE UNDERWRITER DOES NOT GUARANTEE THE ACCURACY OR COMPLETENESS OF SUCH INFORMATION.

CITY OF RIDGELAND, MISSISSIPPI

Mayor

Gene F. McGee

City Clerk

Paula W. Tierce

Board of Aldermen

D.I. Smith, At-Large
Ken Heard, Ward 1
Check Gautier, Ward 2
Kevin Holder, Ward 3
Brian Ramsey, Ward 4
William "Bill" Lee, Ward 5
Wesley Hamlin, Ward 6

Underwriter

Duncan-Williams, Inc. Memphis,
Tennessee

City Attorney

Jerry L. Mills, Esquire, and
John P. Scanlon, Esquire
Ridgeland, Mississippi

Bond Counsel

Butler Snow LLP
Ridgeland, Mississippi

Financial Advisor

Government Consultants, Inc.
Madison, Mississippi

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OFFICIAL STATEMENT

$_____*
CITY OF RIDGELAND, MISSISSIPPI
TAX INCREMENT LIMITED OBLIGATION REFUNDING BONDS, SERIES 2020A (COLONY PARK PROJECT)

$_____*
CITY OF RIDGELAND, MISSISSIPPI
TAXABLE TAX INCREMENT LIMITED OBLIGATION REFUNDING BONDS, SERIES 2020B (COLONY PARK PROJECT)

INTRODUCTORY STATEMENT

This Official Statement, including the cover page and Appendices A through F hereto, is furnished to prospective purchasers by the City of Ridgeland, Mississippi (the "**City**") in connection with the sale of the City's $_____* in principal amount Tax Increment Limited Obligation Refunding Bonds, Series 2020A, to be dated _____, 2020 (the "**Series 2020A Bonds**") and $_____* in principal amount Taxable Tax Increment Limited Obligation Refunding Bonds, Series 2020B, to be dated _____, 2020 (the "**Series 2020B Bonds**" and together with the Series 2020A Bonds the "**Series 2020 Bonds**").

The offering of the Series 2020 Bonds is made only by way of this Official Statement, which supersedes any other information or materials used in connection with the offer or sale of the Serie 2020 Bonds. The following introductory material is only a brief description of an is qualified by the more complete information contained throughout this Official Statement. A full review should be made of the entire Official Statement and the documents summarized or described herein, particularly the section entitled "CERTAIN RISK FACTORS." Detachment or other use of this "**INTRODUCTORY STATEMENT**" without the entire Official Statement, including the cover page and appendices, is unauthorized. Capitalized terms used but not defined herein have the meanings assigned to them in **Appendix A**, attached hereto.

The Series 2020A Bonds will be issued for the purpose of providing funds for (i) the current refunding of all of the City's $24,625,000 (original principal amount) Tax Increment Limited Obligation Bonds, Series 2009 (Colony Park Project), dated October 15, 2009 (the "**2009 TIF Bonds**"), on _____, 2020, (ii) the Reserve Fund, if necessary and (iii) paying the costs of issuance of the Series 2020A Bonds (collectively, the "**Series 2020A Project**"). The Series 2020B Bonds will be issued for the purpose of providing funds for (i) the advance refunding of all of the City's $10,375,000 (original principal amount) Tax Increment Limited Obligation Bonds, Series 2011 (Colony Park Project), dated April 1, 2011 (the "**2011 TIF Bonds**"), on _____, 2020, (ii) the Reserve Fund, if necessary and (iii) paying the costs of issuance of the Series 2020B Bonds (collectively, the "**Series 2020B Project**"). **See "PLAN OF REFUNDING" herein.**

The Series 2020 Bonds will be issued by the City under the authority of the Constitution and laws of the State of Mississippi (the "**State**"), including Sections 21-45-1 *et seq.* of the Mississippi Code of 1972, as amended and/or supplemented from time to time (the "**TIF Act**"), Section 57- 64-1 et seq., Mississippi Code of 1972, as amended and/or supplemented from time to time (the "**REDA Act**"), and Section 31-27-1 *et seq.* of the Mississippi Code of 1972, as amended and/or supplemented from time to time (the "**Refunding Act**" and together with the TIF Act and the REDA Act, the "**Act**") and pursuant to that certain resolutions (collectively, the "**Resolutions**") adopted on _____, 2020 by the Mayor and Board of Aldermen, the governing body of the City (the "**Governing Body**"). THE SERIES 2020 BONDS WILL CONSTITUTE LIMITED OBLIGATIONS OF THE CITY PAYABLE SOLELY FROM THE TAX INCREMENT, AS DEFINED HEREIN, AND FROM OTHER MONIES PLEDGED THEREFOR. NEITHER THE FAITH, CREDIT OR TAXING POWER OF THE CITY NOR THE FAITH, CREDIT, OR TAXING POWER OF THE STATE OR ANY POLITICAL SUBDIVISION THEREOF IS PLEDGED TO THE PAYMENT OF THE SERIES 2020 BONDS, INCLUDING MADISON COUNTY, MISSISSIPPI (THE "**COUNTY**") WITH RESPECT TO THE SERIES 2020 BONDS. The pledge of ad valorem taxes to the payment of the principal of and interest on the Series 2020 Bonds will not include ad valorem taxation by the City and the County for school district purposes.

---

* Preliminary, subject to change.

The Series 2020 Bonds are further secured by the Reserve Fund (**see "THE SERIES 2020 BONDS – Reserve Fund" herein**).

THE SERIES 2020 BONDS

General Description

The Series 2020 Bonds will be dated _____, will bear interest at the respective rates shown on the inside of the cover page of this Official Statement, and will mature on _____ 1 in the respective principal amounts and years as shown on the inside of the cover page of this Official Statement.

The principal of and interest on the Series 2020 Bonds shall be payable at the principal corporate trust office of the _____ (the "Paying Agent"). Interest thereon will be payable on April 1 and October 1 of each year until maturity, commencing _____, 20__, by check mailed by the Paying Agent to the then registered owners of the Series 2020 Bonds. The Series 2020 Bonds will be issued in fully registered form in the denomination of $_____ each or any integral multiple thereof not to exceed an annual maturity. The principal on the Series 2020 Bonds shall be payable only upon presentation and surrender of the Series 2020 Bonds at the principal corporate trust office of the Paying Agent. Interest on the Series 2020 Bonds shall be remitted by the Paying Agent to the then registered owners of the Series 2020 Bonds at their respective addresses as shown on the registration records of the Paying Agent pertaining to the Series 2020 Bonds.

So long as DTC or its nominee is the registered owner of the Series 2020 Bonds, payments of the principal or, redemption premium, if any, and interest on the Series 2020 Bonds will be made directly by the Paying Agent by wire transfer of funds to Cede & Co., as nominee for DTC. Disbursement of such payments to the DTC Participants will be the sole responsibility of DTC, and the ultimate disbursement of such payments to the Beneficial Owners of the Series 2020 Bonds will be the responsibility of the DTC Participants and the Indirect Participants. (See the heading "Book-Entry Only System" herein below.)

Authority for Issuance and Purpose

The City, being a municipality and a local governmental unit as respectfully defined in TIF Act and the REDA Act, and the County, being a county and a local governmental unit as respectfully defined in the TIF Act and the REDA Act, are each authorized and empowered by the Constitution and statutes of the State, including the Act, to undertake and carry out redevelopment projects within an area determined by their respective governing bodies to be in need of development and/or redevelopment and designated as appropriate for a redevelopment project, in accordance with redevelopment and tax increment financing plans adopted by their governing bodies.

In order to facilitate the development of the City and as required by the Act, the Tax Increment Redevelopment Plan, City of Ridgeland, Mississippi, 2003, as amended from time to time (the "**City Redevelopment Plan**") was adopted by the City, which City Redevelopment Plan constitutes a qualified plan under the Act. In order to facilitate the development of the County and as required by the Act, the Tax Increment Financing Redevelopment Plan, Madison County, Mississippi 2003, as may be amended from time to time (the "**County Redevelopment Plan**" and together with the City Redevelopment Plan, the "**Redevelopment Plan**"), was adopted by the County, which County Redevelopment Plan constitutes a qualified plan under the Act. In order to issue the 2009 TIF Bonds, the 2011 TIF Bonds and the Series 2020 Bonds pursuant to the Redevelopment Plan and the Act, the City and County took the following actions:

a. the City's Tax Increment Financing Plan, Colony Park Project, City of Ridgeland, Mississippi, December 2004, adopted on December 7, 2004, as amended and restated on November __, 2016 (the "**City TIF Plan**"), after conducting the public hearings required by the Act;

b. the County's Tax Increment Financing Plan, Colony Park Project, Madison County, Mississippi, December 2004,

adopted December 6, 2004, as amended and restated on November __, 2016 (the "**County TIF Plan**" and together with the City TIF Plan, the "**TIF Plans**"); and

c. the Regional Economic Development Alliance Agreement (Colony Park Project) dated as of June 5, 2006, by and between the City and the County, approved by the Attorney General of the State, and properly filed with the Chancery Clerk of the County and the State Auditor of the State.

Additional Bonds including Refunding Bonds

Pursuant to the Resolution, no Additional Bonds shall be issued unless all of the following conditions are complied with:

(i) the amount Outstanding of the Series 2020 Bonds and the proposed Additional Bonds must not exceed the principal amount of Bonds authorized by the TIF Plans, as they may be amended from time to time;

(ii) the City must be current in all deposits into the 2020 Bond Fund and all payments required to have been deposited or made by it under the provisions of the Resolution;

(iii) (1) the consent of the Holders of one hundred percent (100%) of the then Outstanding Bonds to the issuance of the proposed Additional Bonds shall have been obtained; or

(2) the Tax Increment during any twelve (12) consecutive months of the eighteen (18) months immediately preceding delivery of any Additional Bonds, as certified by an Accountant, will be at least equal to one hundred twenty percent (120%) of the debt service requirement, calculated by including the current year debt service on the Series 2020 Bonds plus the annual average debt service on any Additional Bonds, or

(3) the Tax Increment for twelve (12) consecutive months of the eighteen (18) months following the issuance of any additional bonds are projected to be at least equal to one hundred twenty percent (120%) of the current year debt service with respect to the Series 2020 Bonds, plus the average annual debt service requirement on any Additional Bonds, according to projections of the Tax Increment certified by the Tax Assessor of the County as to ad valorem taxes, and as to incremental sales tax revenues, projections prepared by an independent financial advisor or urban planner experienced in preparing tax increment financing plans and in making such projections in the State, which projections shall apply only to new businesses that are open for business but are not on the tax roll of the County and have no operating history with respect to retail sales, or

(4) if the proposed Additional Bonds are issued for the purpose of refunding any Bonds, then the annual debt service requirement must be equal to or lower after such refunding for each year of scheduled debt service payments during the term of the refunding bonds and the Outstanding Bonds that are not being refunded in the event of a partial redemption; and

(iv) any Additional Bonds shall be issued for a purpose or purposes authorized by the Act.

Additionally, the City covenants and agrees that in the event Additional Bonds are issued, it shall: (i) adjust the annual deposits into the 2020 Bond Fund in an amount that will be sufficient to pay the principal of and interest on the Series 2020 Bonds and such Additional Bonds; (ii) deposit into the Reserve Fund an amount equal to the lesser of the following:

(1) the Reserve Fund Requirement as calculated for the Series 2020 Bonds then Outstanding and such Additional Bonds; or

(2) the maximum amount which, if deposited therein, in the opinion of nationally recognized bond counsel, would not adversely affect the tax-exempt status of interest on the Series 2020A Bonds and any such Additional Bonds issued on a tax-exempt basis.

The City may refund all or any part of the Series 2020 Bonds so long as the debt service on the Series 2020 Bonds, after refunding, provides debt service savings on the Series 2020 Bonds. If it is provided in any subsequently issued Additional Bonds that excess moneys in the 2020 Bond Fund shall be used to redeem the Series 2020 Bonds in advance of scheduled maturity, in whole or in part, or if the City, at its option, undertakes to redeem Outstanding Series 2020 Bonds in advance of scheduled maturity, in whole or in part, it is agreed and understood that: (i) calls of or prepayment on bonds will apply to each series of Bonds in the amounts and in the years as may be determined by the City and the Paying Agent; and (ii) calls of bonds for each series of Bonds will be in accordance with the call provisions of the respective Series 2020 Bonds.

Any such Additional Bonds, regardless of the time or times of their issuance, shall rank equally with all other Bonds with respect to their lien on the Tax Increment and their source of and security for payment therefrom without preference of any Bonds over any other.

The City shall not issue any obligations whatsoever on parity with the Series 2020 Bonds, except in the manner and under the conditions provided in the Resolution. Junior and subordinate bonds may be issued from time to time within the discretion of the City.

Security

For the purpose of effecting and providing for the payment of the principal of and interest on the Series 2020 Bonds, as the same shall respectively mature and accrue and the fees and expenses of the Paying Agent pursuant to the Resolution and the Interlocal Agreement, the City and the County have irrevocably pledged the avails of their respective portions of the Tax Increment, and the City has irrevocably pledged the amounts held on behalf of the City in the funds and accounts established in the Resolution, namely the Bond Fund and the Reserve Fund. Should there be a failure in any year to comply with the requirements of the Resolution, such failure shall not impair the right of the Registered Owners of any of the Series 2020 Bonds in subsequent years to receive payments of principal of and interest on the Series 2020 Bonds from avails of the Tax Increment or amounts in the funds and accounts pledged pursuant to the Resolution.

The City has pledged the incremental increase in sales tax rebates from the State to the City arising out of and generated within the geographical limits of the Redevelopment Project Sites. Of the State's general sales tax rate of seven percent (7%), eighteen- and one-half percent (18½%) of such sales tax revenue is rebated by the State to the City in which the retail sale occurred. (**See Assessment Certificate and Diversion Certificate, Appendices D and E hereto**).

The Tax Increment consists of (i) increased City and County ad valorem tax revenue generated within the Redevelopment Project Sites and improvements thereon as determined by the Tax Collector of the County, and (ii) the increased sales tax rebates from the State to the City arising out of and generated by retail sales occurring within the Redevelopment Project Sites, as determined by the Department.

The Resolution requires that on or about March 1, 2020 and continuing on or about March 1 of each year that the Bonds remain Outstanding, all of the receipts from the levy and collection of said ad valorem tax which represents a portion of the Tax Increment will be withheld by the tax collector and paid over to the Clerk of the City and the Chancery Clerk of the County. Additionally, the Clerk shall obtain the Diversion Certificate from the Department in order to determine the Current Diversion Amount of increased sales tax revenues rebated to the City from the Department during the twelve-month period ending on March 1 of each year that any of the Bonds remain Outstanding, which such sales tax revenues constitute a portion of the Tax Increment. After determining the Tax Increment, the Clerk and the Chancery Clerk shall determine (i) the Percentage of Payments for the City to be paid out of the City Portion of the Tax Increment and (ii) the Percentage of Payments for the County to be paid out of the County Portion of the Tax Increment necessary to make the Debt Service Payments, the fees and expenses of the Paying Agent and any deficiency in the Reserve Fund, if any and pay over such

Percentage of Payments to the Paying Agent for deposit into the 2020 Bond Fund, not less than 15 days prior to April 1, taking into account any other funds that may be on deposit in the 2020 Bond Fund.

The Assessment Certificate attached hereto as **Appendix D** and the Diversion Certificate attached hereto as **Appendix E** set forth the tax revenue available for payment of the principal of and interest on the Series 2020 Bonds along with the fees and expenses of the Paying Agent, based upon current millage rates as it relates to ad valorem tax and current sales tax rebates.

When the Tax Increment is annually determined, and the Debt Service Payments, the fees and expenses of the Paying Agent and any deficiency in the Reserve Fund, if any, have been deposited with the Paying Agent in the 2020 Bonds Fund, the Tax Increment Surplus, if any, shall be withheld proportionately by the City and the County, based on proportional percentages as set forth in the Interlocal Agreement, and may be used by the City and the County for any lawful purpose as authorized by State law.

The following definitions shall be used in determining the Tax Increment:

"*Captured Assessed Value*" means the incremental increase in assessed value of the real and personal property subject to taxation by the City and the County constituting the Redevelopment Project Sites and improvements thereon when the Original Assessed Value is subtracted from the Current Assessed Value, as of January 1, 2009, initially and each January 1 thereafter.

"*City Portion of the Tax Increment*" shall mean all the increased City ad valorem tax on real and personal property and all City sales tax revenue rebated to the City by the Department arising out of and generated by taxation of the retail sales originated on the Redevelopment Project Sites.

"*County Portion of the Tax Increment*" shall mean all increased County ad valorem taxes on real and personal property generated within the geographical limits of the Redevelopment Project Sites

"*Current Assessed Value*" shall mean the estimated assessed value of the Redevelopment Project and all improvements thereon that constitute real and personal property as certified by the County Tax Assessor for the January 1, 2019 tax year and on each January 1 thereafter, said determination being made pursuant to information made available to the County Tax Assessor by the Renaissance Developer and the Prior Developers concerning the Redevelopment Project Sites.

"*Current Diversion Amount*" shall mean the assessed value of the real property and personal property, located within the Redevelopment Project Sites, as of January 1, 2004, the tax lien date as certified by the County Tax Assessor and/or the Clerk, and as defined in Section 21-45-21 of the TIF Act.

"*Debt Service Payments*" shall mean the annual principal and interest payments on (a) the Series 2020 Bonds as provided in the Bond Purchase Agreement and (b) any Additional Bonds issued in accordance with Section 3 hereof.

"*Original Assessed Value*" shall mean the assessed value of the real and personal property subject to the City and County ad valorem taxation that constitutes a part of the Redevelopment Project Sites and improvements thereon as determined by the Tax Assessor as of January 1, 2004.

"*Original Diversion Amount*" shall mean the amount of sales tax revenues collected within the Redevelopment Project Sites and diverted to the City in the twelve (12) month period ending November 30, 2004, as certified by the Department, as required by the TIF Act, which amount has been certified by the Department at $0.00 dollars.

"*Percentage of Payments*" shall mean the quotient determined by diving the Debt Service Payments divided by the Tax Increment which equals the percentage to be applied to the City Portion of the Tax Increment and the County Portion of the Tax Increment.

"*Tax Increment*" shall mean (i) the added increments of City and County ad valorem tax revenue which results from the taxation of the Captured Assessed Value of the real property and personal property and improvements thereon contained within and forming a part of the Redevelopment Project Sites, and (b) the added increments of sale tax revenue rebated to the City by the Department arising out of and generated by taxation of the retail sales originated on the Redevelopment Project Sites, which shall be necessary and sufficient to pay the principal of and interest on the Series 2020 Bonds, fund the Reserve Fund and pay the annual fees and expenses of the Paying Agent.

"*Tax Increment Surplus*" shall mean the remainder of the Tax Increment after deducting amounts necessary to pay Debt Service Payments, the annual fees and expenses of the Paying Agent and fund any shortfall in the Reserve Fund; which surplus shall be withheld proportionately by the City and the County, based on proportional percentages as set forth in the Interlocal Agreement and used by the City and the County for any lawful purpose as authorized by State law.

Assessment Certificate (City and County Ad Valorem Tax)

The Tax Assessor of the County will deliver at closing and annually thereafter a certificate for and on behalf of the City and County in the form set forth in **Appendix D** hereto, under which the Tax Assessor will certify to the Original Assessed Value, Current Assessed Value, Captured Assessed Value and the ad valorem portion of the Tax Increment with respect to the incremental increase in assessed value and increased ad valorem taxes generated by levying City and County ad valorem taxes on the real and personal property that constitute the Redevelopment Project Sites and improvements thereon. **See Appendix D attached hereto for details**.

Diversion Certificate (Sales Tax)

The Department has certified that the Original Diversion Amount is $0.00 and has prepared a Diversion Certificate as of _____, 2020, certifying the increase in sales tax rebates from the State to the City arising out of and generated by the retail sales occurring within the geographical limits of the Redevelopment Project Sites (the Current Diversion Amount). **See Appendix E hereto**.

Bond Fund

The City shall create and maintain the 2020 Bond Fund with the Paying Agent, which shall be used to pay the principal of and interest on the Series 2020 Bonds. There shall be deposited into the Bond Fund as and when received: (i) The accrued interest and premium, if any, received upon delivery of the Series 2020 Bonds; (ii) The avails of any of the ad valorem taxes and any of the sales tax revenues collected pursuant to Section 10 hereof, subject to the limitation as described below; (iii) Funds transferred from the Reserve Fund pursuant to below; (iv) Any income received from investment of monies in the 2020 Bond Fund; and (v) Any other funds available to the City which may be lawfully used for payment of the principal of and interest on the Series 2020 Bonds, and which the Governing Body, in its discretion, may direct to be deposited into the 2020 Bond Fund.

The Clerk shall deposit all moneys, including but not limited to the Tax Increment portion of the receipts, but excluding the proceeds of the Series 2020 Bonds to be deposited in the Escrow Fund (as defined in the Escrow Agreement), the 2020 Construction Fund and the Reserve Fund, into the 2020 Bond Fund. The City shall deposit in the 2020 Bond Fund an amount equal to the amount necessary to make each principal and interest payment together with the annual fees and expenses of the Paying Agent. The source of such funds shall be limited to the Tax Increment. The City shall first apply the Tax Increment to the payment of the Bonds. Any Tax Increment Surplus shall be deposited first into the Reserve Fund and if not necessary to fund any deficiency therein, such Tax Increment Surplus shall be withheld proportionately by the City and the County, based on proportional percentages as set forth in the Interlocal Agreement, and may be used by the City and the County for any lawful purpose as authorized by State law.

Reserve Fund

In the Resolution, the City created the Reserve Fund to be maintained with the Paying Agent. The Reserve Fund will be funded at closing with the _____ and the City shall maintain the Reserve Fund in an amount equal to the Reserve Fund Requirement, as defined below, from the Tax Increment. The Reserve Fund shall be used only to pay maturing principal and accruing interest, or both, and only whenever and to the extent that funds otherwise available in the Bond Fund are insufficient for that purpose. No funds paid into the Reserve Fund shall be used to prepay the principal unless such prepayment is for the entire balance of the principal amount of the Series 2020 Bonds.

"**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 the 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 Reserve Requirement may be funded with cash or a Reserve Fund Credit Facility; provided, however, that upon initial issuance of the Series 2020 Bonds, the 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 Reserve Fund will not be invested a yield in excess of the yield on the Series 2020 Bonds. The Reserve Fund Requirement shall initially be funded with _____.

The City may, at any time, provide to the Paying Agent with a Reserve Fund Credit Facility to be substituted for all or a portion of the amount of money and investments in the 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 City shall receive an opinion of counsel acceptable to 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 issue 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 City; and

(ii) The City shall receive an opinion of nationally recognized counsel, in form and substance satisfactory to the City, to the effect that substitution of such Reserve Fund Credit Facility and the proposed application to the amounts in the Reserve Fund will not cause the interest of the Series 2020A Bonds to become includable in gross income for federal income taxation purposes; and

(iii) The obligation of the City to reimburse the issuer of the Reserve Fund Credit Facility 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 Series 2020 Bonds under the Resolution;

(iv) 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

(v) The value of the assets (including the amount available for drawing under the Reserve Fund Credit Facility) held in the Reserve Fund must equal to the Reserve Fund Requirement immediately upon such substitution.

If there shall be an insufficiency of funds in the 2020 Bond Fund to make any required payment of principal of or interest on any corresponding Series 2020 Bonds and the Paying Agent is holding a Reserve Fund Credit Facility in lieu of funds in the Reserve Fund, the Paying Agent shall make a drawing under the Reserve Fund Credit Facility in an amount equal to the lesser of (a) the amount then available for drawing under the Reserve Fund Credit Facility or (b) 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 the Resolution; and the proceeds of such drawing shall be deposited into the Reserve Fund for application as provided in the Resolution.

On the fifth (5th) Business Day prior to the expiration of any Reserve Fund Credit Facility, the Paying Agent shall make a drawing of the full amount available thereunder, and shall deposit the proceeds of such drawing into the Reserve Fund; provided, however, that the Paying Agent 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 or Governmental Obligations or both money and Governmental Obligations equal to the Reserve Fund Requirement have been delivered to the Paying Agent for deposit in the Reserve Fund.

If the Paying Agent receives notice that (a) the revolving reinstatement feature described above has been suspended or terminated, (b) the rating of the issuer of Reserve Fund Credit Facility has fallen below "A" by S&P, (c) the issuer of the Reserve Fund Credit Facility has defaulted in its payment obligations thereunder, or (d) the Reserve Fund Credit Facility will not be extended or renewed, the Paying Agent 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 Reserve Fund pursuant to the Resolution, which payments may be made from the proceeds of a drawing under the Reserve Fund Credit Facility.

Redemption of the Series 2020 Bonds

Optional Redemption

The Series 2020 Bonds maturing on _____, 20__, and thereafter are subject to redemption at par plus accrued interest to the date of redemption prior to their respective maturities at the option of the City on _____, 20__, or on the first day of any month thereafter, either as a whole or in part.

Term Bond Redemption.

Series 2020 Bonds maturing _____, 20__ in the principal amount of $_____ is subject to mandatory sinking fund redemption prior to maturity at par plus accrued interest to the date of redemption on the following dates in the following amounts:

Year	Amount

_____

*Final Maturity.

Notice of Redemption

Not less than thirty (30) days prior to the date of any redemption, notice of the call for redemption shall be mailed by registered mail to the last known address of all registered owners of the Series 2020 Bonds; provided, however, such mailing shall not be a condition precedent to such redemption, and failure to mail any such notice shall not affect the validity of the proceedings for the redemption of Series 2020 Bonds.

Registration and Payment of Series 2020 Bonds

The Series 2020 Bonds will be dated _____, 2020. Principal on the Series 2020 Bonds will be payable on _____ 1 of each year, beginning _____ 1, 20__, by check or draft mailed to the registered owner as shown on the registration books kept by the Bond Registrar at the main corporate trust office of the Paying Agent on the 15th day of the calendar month preceding such _____ 1. The Series 2020 Bonds will mature on the dates and in the amounts and will bear interest semi-annually to maturity at the rates, set forth on the inside front cover page of the Official Statement. The principal of the Series 2020 Bonds is payable when due to the registered owner upon presentation of the Series 2020 Bonds at the principal corporate trust office of the Paying Agent.

Denomination and Transfer

The Series 2020 Bonds are to be fixed-rate bonds in fully registered form in the denomination of $_____ or any integral multiple thereof not to exceed a single maturity aggregating $_____. Ownership of any Series 2020 Bond is transferable upon surrender thereof to the Bond Registrar, together with an assignment duly executed by the registered owner or his attorney or legal representative, in such form as shall be satisfactory to the Bond Registrar. Upon any such registration of transfer of ownership, the Bond Registrar shall cause to be authenticated and delivered a new Series 2020 Bond or Series 2020 Bonds registered in the name or names of the transferee(s) in any denomination that is a multiple of $_____ in the same aggregate principal amount, maturity and interest rate as the Series 2020 Bonds surrendered for such transfer. The Series 2020 Bonds may be exchanged by the Bond Registrar for a like principal amount of Series 2020 Bonds of the same maturity of other authorized denominations. For every exchange or registration or transfer of Series 2020 Bonds, the Bond Registrar may make a charge sufficient to reimburse it for any tax or other governmental charge required to be paid with respect to such exchange or registration of transfer, but no other charge may be made to the owner for any exchange or registration of transfer of the Series 2020 Bond.

Book-Entry Only System

The Series 2020 Bonds will be available only in book-entry form in the principal amount of $1,000 or any integral multiple thereof. DTC will act as the initial securities depository for the Series 2020 Bonds. The ownership of one fully registered Bond for each maturity, in the aggregate principal amount of such maturity, will be registered in the name of Cede & Co., as nominee of DTC.

DTC is a limited purpose trust company organized under the laws of the State of New York, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code, and a "clearing agency" registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934, as amended. DTC was created to hold securities of its participants (the "**DTC Participants**") and to facilitate the clearance and settlement of securities transactions among DTC Participants in such securities through electronic book-entry changes in accounts of the DTC Participants, thereby eliminating the need for physical movement of security certificates. DTC Participants include securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations, some of whom (and/or their representatives) own DTC. Access to the DTC system is also available to others, such as banks, brokers, dealers and trust companies that clear through or maintain a custodial relationship with DTC Participant, either directly or indirectly (the "**Indirect Participants**").

Purchases of the Series 2020 Bonds under the book-entry only system may be made only through brokers and dealers who are, or act through, DTC Participants. Each DTC Participant will receive a credit balance in the records of DTC in the amount of such DTC Participant's ownership interest in the Series 2020 Bonds. The ownership interest of each actual purchaser of a Bond (a "**Beneficial Owner**") will be recorded through the records of the DTC Participant or the Indirect Participant. Beneficial owners are to receive a written confirmation of their purchase providing certain details of the Series 2020 Bonds acquired. Transfers of ownership of Bonds will be accomplished only by book entries made by DTC and, in turn, by DTC Participants or Indirect Participants who act on behalf of the beneficial owners. Beneficial owners of the Series 2020 Bonds will not receive nor have the right to receive physical delivery of Bonds and will not be or be considered to be Holders thereof under Resolution, except as specifically provided in the Resolution in the event the book-entry system is discontinued.

SO LONG AS CEDE & CO., AS NOMINEE OF DTC, IS THE REGISTERED OWNER OF THE SERIES 2020 BONDS, REFERENCES HEREIN TO THE HOLDERS OR REGISTERED OWNERS OF THE SERIES 2020 BONDS SHALL MEAN CEDE & CO. AND SHALL NOT MEAN THE BENEFICIAL OWNERS.

The City and the Paying Agent may treat DTC (or its nominee) as the sole and exclusive owner of the Series 2020 Bonds registered in its name for the purpose of payment of the principal of or interest or premium, if any, on the Series 2020 Bonds, selecting Bonds and portions thereof to be redeemed, giving any notice permitted or required to be given to holders of the Bond under the Resolution, including any notice of

redemption, registering the transfer of Bonds, obtaining any consent or other action to be taken by holders of the Series 2020 Bonds and for all other purposes whatsoever, and shall not be affected by any notice to the contrary. The City and the Paying Agent shall not have any responsibility or obligation to any DTC Participant, any person claiming a beneficial ownership interest in the Series 2020 Bonds under or through DTC or any DTC Participant, or any other person which is not shown on the registration books of the City (kept by the Paying Agent) as being a Bondholder, with respect to: the accuracy of any records maintained by DTC or any DTC Participant or Indirect Participant regarding ownership interests in the Series 2020 Bonds; the payment by DTC or any DTC Participant or Indirect Participant of any amount in respect of the principal of or interest or premium, if any, on the Series 2020 Bonds; the delivery to any DTC Participant or Indirect Participant or any Beneficial Owner of any notice which is permitted or required to be given to Bondholders under the Resolution, including any notice of redemption; the selection by DTC, any DTC Participant or any Indirect Participant of any person to receive payment in the event of a partial redemption of the Series 2020 Bonds; or any consent given or other action taken by DTC as a Bondholder.

Neither DTC nor its nominee, Cede & Co., provide consents with respect to any security. Under its usual procedures, DTC mails an omnibus proxy to the issuer of the securities for which it is acting as securities depository as soon as possible after the establishment of a "record date" by the issuer for purposes of soliciting consents from the holders of such securities. The omnibus proxy assigns Cede & Co.'s voting rights to those DTC Participants having such securities credited to their accounts on such record date.

Principal or redemption price of, and interest on, the Series 2020 Bonds will be paid to DTC or its nominee, Cede & Co., as registered owner of the Series 2020 Bonds. Disbursement of such payments to the DTC Participants is the responsibility of DTC and disbursement of such payments to the beneficial owners of the Series 2020 Bonds is the responsibility of the DTC Participants or the Indirect Participants. Upon receipt of any such payments, DTC's current practice is to immediately credit the accounts of the DTC Participants in accordance with their respective holdings shown on the records of DTC. Payments by DTC Participants and Indirect Participants to beneficial owners of the Series 2020 Bonds will be governed by standing instructions and customary practices, as is now the case with municipal securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such DTC Participant or Indirect Participant and not of DTC or the Paying Agent, subject to any statutory and regulatory requirements then in effect.

As long as the book-entry only system is used for the Series 2020 Bonds, any notice of redemption or any other notices required to be given to Bondholders will be given only to DTC. Any failure of DTC to advise any DTC Participant, or of any DTC Participant to notify any Indirect Participant, or of any DTC Participant or Indirect Participant to notify any Beneficial Owner, of any such notice and its content or effect will not affect the validity of the redemption of the Series 2020 Bonds called for redemption or of any other action premised on such notice. Conveyance of notices and other communications by DTC to DTC Participants, by DTC Participants to Indirect Participants and by DTC Participants and Indirect Participants to beneficial owners will be governed by arrangements among them, subject to any statutory and regulatory requirements as may be in effect from time to time. Beneficial owners may desire to make arrangements with a DTC Participant or Indirect Participant so that all notices of redemption or other communications to DTC which affect such beneficial owners will be forwarded in writing by such DTC Participant or Indirect Participant.

NEITHER THE CITY NOR THE PAYING AGENT WILL HAVE ANY RESPONSIBILITY OR OBLIGATION TO SUCH DTC PARTICIPANTS, OR THE PERSONS FOR WHOM THEY ACT AS NOMINEES WITH RESPECT TO THE PAYMENTS TO OR THE PROVIDING OF NOTICE FOR THE DTC PARTICIPANTS, THE INDIRECT PARTICIPANTS, OR THE BENEFICIAL OWNERS OF THE SERIES 2020 BONDS.

For every transfer and exchange of a beneficial ownership interest in the Series 2020 Bonds, a Beneficial Owner may be charged a sum sufficient to cover any tax, fee or other governmental charge that may be imposed in relation thereto.

Discontinuation of the Book-Entry Only System

DTC may determine to discontinue providing its service with respect to the Series 2020 Bonds at any time by giving reasonable notice to the City or the Paying Agent. In addition, if the City determines that (a) DTC is unable to discharge its responsibilities with respect to the Series 2020 Bonds or (b) continuation of the system of book-entry only transfers through DTC is not in the best interests of the beneficial owners of the Series 2020 Bonds or of the City, the City may thereupon terminate the services of DTC with respect to the Series 2020 Bonds. If for any such reason the system of book-entry only transfers through DTC is discontinued, Bond certificates will be delivered as described in the Resolution in fully registered form in the principal amount of $1,000 or any integral multiple thereof in the names of beneficial owners or DTC Participants; provided, however, that in the case of any such discontinuance the City may within 90 days thereafter appoint a substitute securities depository which, in the City's opinion, is willing and able to undertake the functions of DTC upon reasonable and customary terms.

In the event the book-entry system is discontinued, the persons to whom Bond certificates are delivered will be treated as "Bondholders" for all purposes of the Resolution, including giving the City any notice, consent, request or demand pursuant to the Resolution for any purpose whatsoever. In such event, the Series 2020 Bonds will be transferable to such Bondholders, interest on the Series 2020 Bonds will be payable by check or draft of the Paying Agent mailed to such Bondholders, and the principal and redemption price of all Bonds will be payable at the principal corporate trust office of the Paying Agent as described under the heading "THE SERIES 2020 BONDS - Registration, Transfer and Exchange" herein.

Portions of the foregoing concerning DTC and DTC's book-entry system are based on information furnished by DTC to the City. No representation is made herein by the City or the Underwriter as to the accuracy or completeness of such information.

THE REDEVELOPMENT PROJECT

The 2009 TIF Bonds and the 2011 TIF Bonds were issued for the purpose of providing funds necessary to defray the cost of acquiring and constructing Infrastructure Improvements, namely construction of various infrastructure improvements in connection with the Redevelopment Project, including, but not limited to, installation of utilities such as water, sanitary sewer, and natural gas lines; relocation of utilities; installation and relocation of electrical services; installation of storm drainage; construction of roadways with curb and gutter, sidewalks, multi-use paths, parking (including garages); installation of traffic signalization and signage; site improvements; grading; landscaping of rights-of-way; purchase of rights-of-way necessary for the installation of the infrastructure improvements described hereinabove; capitalized interest; engineering; TIF Plan preparation fees; other incidental costs; and related professional fees.

The "redevelopment area" designated in the City Redevelopment Plan includes all lands lying within the City's corporate boundaries, and the immediate TIF District on which debt service funds for the 2009 TIF Bond and the 2011 TIF Bonds depended consists of those properties identified and set forth in the City TIF Plan which are or have been constructed on the Redevelopment Project Sites, as described in **Appendix B** hereto (the "**Redevelopment Project Sites – 2009 and 2011 Sites**").

The Original Redevelopment Project

In 2004, Highland Colony Land Company and The Township Land Company requested participation from the City and the County in the development of 280 contiguous acres of prime real estate within the TIF District located in the City along Highland Colony Parkway. A total of $35,000,000 in TIF Bonds were authorized and the 2009 and 2011 TIF Bonds were issued.

The Original Redevelopment Project consists of the following components:

- **Renaissance**: Renaissance Phase I is comprised of 75 acres and consists of approximately 400,000 square feet of retail and related space; approximately 575,000 square feet of Class A office space; a 120-room hotel: and two

parking garages accommodating 1700 parking space.

- **Concourse:** Concourse includes 74 acres that currently consist of 300,000 square feet, an anticipated 900,000 square feet of office space, a hotel, and an upscale residential condominium development.

- **Crescent:** Crescent is comprised of 28.7 acres that consist of 100,000 square feet of Class A office space, with an anticipated increase to 250,000 square feet of Class A office space.

- **Township:** Township is comprised of 95.3 acres of mixed-use development comprised of 200,000 square feet of retail space, 200,000 square feet of office space, approximately 240 residential units, five restaurants, six hotels (consisting of four of them open, one under construction and one proposed), a conference center and multiple banks.

- **Quorum:** Quorum is comprised of approximately 6.4 acres and consists of approximately 60,000 square feet, with 100,000 square feet of office space upon completion.

The Redevelopment Project Sites are the parcels of real property described in **Appendix B** hereto, upon which the Original Redevelopment Project and other improvements were constructed.

As of the date of this Official Statement 71% of the TIF District has been developed by the Prior Developers and 29% remains to be developed, a portion of which approximately 14% is being developed by Renaissance Phase II, LLC (the "Renaissance Developer"), which will further increase City and County revenues to secure the Series 2020 Bonds and any Additional Bonds.

Highland Colony Land Company

Highland Colony Land Company, LLC's portion of the Redevelopment Project, located on 180(+/-) contiguous acres, consists of the Original Redevelopment Project components Renaissance, Concourse, Crescent and Quorum.

- **Renaissance:** 493,000 square feet of premier retail and Class A office space

  - **Renaissance Lifestyle Center,** including restaurants PF Chang's, Biaggi's, Koestler Prime Steak House and CAET Oysterette (Chef Derek Emerson – James Beard Finalist) is the State's premier shopping destination. There is 493,000 rentable square feet of upscale retail and Class A office space. Of the available retail space (443,000 sq. ft.), 85% of the total built-out space is now occupied, paying rent and open, with an additional 20,000 square feet in retail leases presently in production that will be open by the end of 2020.

  - **100 Renaissance:** The Building is comprised of Merrill Lynch, Cisco Systems, and the regional law firm of Weisbrod Matteis along with other local business. The building is 52,112 square feet and is 100% leased.

  - **200 Renaissance:** This building is comprised of 324,749 square feet of Class A office space and occupied primarily by Butler Snow LLP, currently the State's largest law firm, Horne LLP, currently the State's largest accounting firm, and Regions Bank. In addition, a 344,529 square foot parking garage sits adjacent to the office building. The office building has 323,550 rentable square feet, and 72% is currently leased and paying rent.

- **300 Renaissance:** This building is comprised of local businesses and is the state headquarters for Cellular South. There is 202,285 rentable square feet and 100% is currently leased and paying rent.

- **Concourse:** 74 acres and 220,707 square feet of Class A office space.
  - **100 Concourse:** 52,443 rentable square feet, 78% of which is leased and paying rent.
  - **200 Concourse:** 45,080 rentable square feet, 86% of which is leased and paying rent.
  - **300 Concourse:** 74,458 rentable square feet, 100% of which is leased and paying rent.
  - **400 Concourse:** 48,726 rentable square feet, 100% of which is leased and paying rent.
- **Crescent:** 20.7 acres and 117,198 square feet of Class A office space.
- **Quorum:** 11.6 acres and 100,000 square feet of office space, all independently owned and operating.

The Township Land Company

The Township Land Company, LLC's portion of the Original Redevelopment Project, located on 95.3 acres, is named Township and consists of the following buildings, totaling approximately 700,000 square feet of mixed-use development for retail, office and restaurant space developed and in service or under construction.

In Service

- **1049 Highland Colony Parkway - BancorpSouth Bank:** Class A 10,000 sq. ft. building independently owned by BancorpSouth Bank.
- **Embassy Suites Hotel:** 145-room, 139,900 sq. ft. hotel.
- **608 Steed Road - The Blake at Township:** A retirement and assisted living community that consists of 75,000 square feet, 100 suites with views of the South lake, and three landscaped courtyards. In addition to other amenities often included in such facilities, the Blake has a wellness and rehabilitation facility, theatre, billiard room, bocce ball court and putting green.
- **1111 Highland Colony Parkway:** 10,823 sq. ft. of rentable upscale retail space, 100% of which is leased and paying rent.
- **1109 Highland Colony Parkway:** 12,100 sq. ft. of rentable upscale retail space,
- **1107 Highland Colony Parkway:** 66,685 sq. ft. retail and Class A office space;
- **301 Northlake Avenue:** 8,762 sq. ft Medical/Class A Office space; 17,428 sq. ft. Residential Condominiums
- Steed Road Office Building – 10,000 sq. ft Class A Office Building
- 201 Northlake Avenue Building – 21,645 sq. ft Class A Office /Retail

- 1065-1067 Highland Colony Parkway Building – 18,336 sq. ft Retail/Restaurants
- 340 Township Avenue Building – 37,018 sq. ft - The Club at TCP
- 361 Township Avenue Building-11,664 sq. ft Mixed Use/Restaurant/ Class A Office
- 1069 Highland Colony Parkway Building – 16,500 sq. ft - independently owned by BancorpSouth Bank.
- 1063 Highland Colony Parkway – 15,000 sq. ft -independently owned by Origin Bank
- 1115 Highland Colony Parkway Building -Medical Office Building
- Marriott TownePlace Suites – 52,000 sq. ft.- 94 Rooms -extended stay hotel
- Marriott Springhill Suites Hotel – 53,000 sq. ft - 96 Rooms
- 141 Township Avenue Building -49,597 sq. ft- Mixed Used Retail/Class A Office
- 1051 Highland Colony Parkway – 9,430 sq. ft – Medical/Retail

Under Construction

- 221 Township Avenue – Marriott AC Hotel – 134 Rooms – 79, 031 sq ft - Estimated completion cost $26,882,000; scheduled completion 4th quarter 2020

In summary, Original Redevelopment Project that is completed and operational includes six Class A Office Parks with over a million rentable square feet, seven banks, four of which are state headquarters, eight hotels, 15 restaurants or food outlets, over 450,000 square feet of upscale retail space, and headquarters for four multi-state major businesses (Butler Snow, Horne LLP, Cellular South and Enexus).

The Mississippi Department of Transportation has a "Master Plan" which includes the construction of frontage roads that extend beyond Old Agency Road and the Madison exits, as well as an additional interchange between these two exits. In 20__, the interchange named "Colony Park Boulevard Interchange and Associated Frontage Roads" opened to traffic and provides interstate access to all the components of the Redevelopment Project Sites.

Expanded Redevelopment Project

In 2016, the Renaissance Developer requested participation from the City and the County in the development of 11.37 acres of prime real estate within the TIF District located in the City. The TIF Plan was amended and restated to authorize a total amount of $42,500,000 in tax increment financing bonds that may be outstanding. The TIF Plan was also amended to include the following components:

• Township Phase II: Township II is comprised of 6.75 acres of mixed-use development centrally located in the existing Township development, including approx. 100,363 square feet of hotel space; 12,000 square feet of restaurants; 12,000 square feet of retail space; 15,800 square feet of meeting/event space; 118,000 square feet of residential living space built above the mixed-use area; and 2,500 square feet of specialty retail (See the "Under Construction" Marriott AC Hotel of approx.. 79,031 sq ft).

Future development for Township includes the following:

• Two hotels (one of which is currently under construction and listed above) and a proposed Marriott Autograph Hotel, together with parking facility – 116 Rooms – approx..100,363 sq. ft – estimated cost $35,752,000

• Approximately 15,8,000 sq. ft. Conferencing Center (meeting and event space)

• An approximate 7,000 sq. ft restaurant overlooking the South Lake

•88 additional residential condominiums in the CBD overlooking the North Lake, with approx. 2,500 sq. ft retail

•Renaissance Phase II: Renaissance Phase II consist of 80,000 to 90,000 square feet of retail and restaurants.

AT THE TIME OF THIS OFFICIAL STATEMENT, NO ADDITIONAL BONDS FOR THIS PORTION OF THE TIF PROJECT HAVE BEEN AUTHORIZED OR ISSUED.

PLAN OF REFUNDING

The Series 2020A and 2020B Bonds are being issued under and pursuant to the Act and the Resolution for the purposes of (a) currently refunding and defeasing the 2009 TIF Bonds described below (the "**Refunded 2009 Bonds**"), (b) advance refunding and defeasing the 2011 TIF Bonds described below (the "**Refunded 2011 Bonds**" and together with the Refunded 2009 Bonds, the "**Refunded Bonds**"), and (c) paying certain costs incident to the respective sale and issuance of the Series 2020A And 2020B Bonds.

$24,625,000 (original principal amount) City of Ridgeland, Mississippi Tax Increment Limited Obligation Bonds,
Series 2009 (Colony Park Project), dated October 15, 2009
Paying Agent: Regions Bank

Maturity Date	Interest Rate	Principal Amount	Redemption Date	Redemption Price
October 1, 2020	4.750%	$ 1,200,000		100.00%
October 1, 2021	4.500	1,255,000		100.00
October 1, 2022	5.000	1,315,000		100.00
October 1, 2023	4.500	1,380,000		100.00
October 1, 2024	5.000	1,440,000		100.00
October 1, 2025	5.000	1,515,000		100.00
October 1, 2026	5.125	1,590,000		100.00
October 1, 2027	5.250	1,670,000		100.00
October 1, 2028	5.375	1,755,000		100.00
October 1, 2029	5.375	1,850,000		100.00
Total:		**$14,970,000**		

(The remainder of this blank left intentionally blank.)

$10,375,000 (original principal amount) City of Ridgeland, Mississippi Tax Increment Limited Obligation Bonds,
Series 2011 (Colony Park Project), dated April 1, 2011
Paying Agent: The First National Bank of Clarksdale

Maturity Date	Interest Rate	Principal Amount	Redemption Date	Redemption Price
April 1, 2020	5.200%	$ 450,000	April 1, 2021	100.00%
April 1, 2021	5.200	475,000	April 1, 2021	100.00
April 1, 2022	5.875	495,000	April 1, 2021	100.00
April 1, 2023	5.875	525,000	April 1, 2021	100.00
April 1, 2024	5.875	555,000	April 1, 2021	100.00
April 1, 2025	5.875	590,000	April 1, 2021	100.00
April 1, 2026	5.875	625,000	April 1, 2021	100.00
April 1, 2027	6.375	660,000	April 1, 2021	100.00
April 1, 2028	6.375	705,000	April 1, 2021	100.00
April 1, 2029	6.375	750,000	April 1, 2021	100.00
April 1, 2030	6.375	795,000	April 1, 2021	100.00
April 1, 2031	6.375	845,000	April 1, 2021	100.00
Total:		$7,470,000		

In order to affect the current refunding of the Refunded 2009 Bonds and the advance refunding of the Refunded 2011 Bonds in accordance with the Resolution, a portion of the proceeds of the Series 2020A Bonds and the Series 2020B Bonds will be deposited in the Escrow Fund established with _____, (the "**Escrow Agent**") pursuant to that certain Escrow Agreement, dated the day of delivery of the Series 2020 Bonds (the "**Escrow Agreement**"), by and between the City and the Escrow Agent and used to redeem the Refunded 2009 Bonds on _____, 2020 and the Refunded 2011 Bonds on April 1, 2021. The Escrow Agent shall invest moneys on deposit in the Escrow Fund in United States Treasury Securities – State and Local Government Series (the "**Investment Securities**"). The calculation of the adequacy of the maturing principal and interest payments from the Investment Securities to pay the principal of and interest on the Refunded Bonds when due will be verified by The Arbitrage Group, Inc. See **"VERIFICATION OF ARITHMETICAL AND MATHEMATICAL COMPUTATIONS,"** herein. Neither the principal of nor the interest on the Investment Securities will be available for payment of the Series 2020A Bonds or the Series 2020B Bonds. A portion of the proceeds of the Series 2020A Bonds and the Series 2020B Bonds will be deposited in the 2009 Costs of Issuance Account and the 2011 Costs of Issuance Account, respectively, established under the Resolution and the Escrow Agreement and used to pay the costs incident to the sale and issuance of the Series 2020A Bonds and the 2020B Bonds, respectively.

Upon the deposit of the proceeds of the Series 2020A Bonds and the Series 2020B Bonds with the Escrow Agent and in accordance with the Prior Development Agreements, the City shall release the 2009 Debt Service Reserve Proceeds and the 2011 Debt Service Reserve Proceeds to such appropriate persons, including but not limited to the Prior Developers, their successors and/or assigns if the funds on deposit in the Reserve Fund equal the Reserve Fund Requirement, its successors and/or assigns, for costs and expenditures made by such persons in connection with the acquisition and construction of eligible Infrastructure Improvements not previously reimbursed from proceeds of the 2009 TIF Bonds or the 2011 TIF Bonds, all in accordance with the Prior Development Agreements, the Renaissance Reimbursement Agreement, the Resolution and a requisitions to be provided to the City.

PROJECTED DEBT SERVICE COVERAGE*

The Tax Increment anticipated to be generated from the Redevelopment Project is expected to be sufficient to support the debt service on the Series 2020 Bonds (See "**PROCEDURES FOR REAL AND PERSONAL PROPERTY ASSESSMENTS AND TAX LEVIES**" and "**HISTORICAL AD VALOREM TAX COLLECTIONS AND ASSESSED VALUATIONS FOR THE REDEVELOPMENT DISTRICT**" herein). Using the Tax Increment estimates for calendar year 2020 for the Redevelopment Project, the City has projected a debt service coverage ratio of approximately ____% calculated as follows:

* Preliminary, subject to change.

The Ad Valorem Tax Portion of the Tax Increment

Description of Property	Captured Assessed Value @ 15% of True Value		City Real Property Taxes	City Personal Property Taxes	County Real Property Taxes	County Personal Property Taxes
	Real	Personal				
Detailed in Appendices B&D	$50,113,657.00	$9,996,870.00	$1,001,000.39	$196,507.42	$1,470,768.05	$288,727.14
TOTAL AD VALOREM PORTION OF TAX INCREMENT			**$2,957,003.00**			

SOURCE: Madison County Tax Assessor's office, December 2019. (Refer to Appendices Band D.)

Sales Tax Portion of the Tax Increment

	Total Retail Sales	State Sales Tax of7%	Rebate to City (18.5% of 7%)	Sales Tax Revenue Pledged to Bond Payments
Retail Sales for Year Ending 20__				
Retail Sales for Calendar Year Ending 2019				

SOURCE: Department of Revenue, _____, 2020.

Project Debt Service Coverage

Added Tax Increment Generated from Redevelopment Project:	$_____.00
Less highest annual debt service on the Series 2020 Bonds:	$_____.00
Excess Tax Increment:	$_____.00
2020 Debt Service Coverage Ratio:	_____%

Historical Debt Service Coverage

Pledged Revenues	FY 2014	FY 2015	FY 2016	FY 2017	FY 2018	FY 2019
City Real Property Tax	$ 916,988	$ 841,868	$ 888,186	$ 917,983	$ 977,433	$1,001,000
City Personal Property Tax	202,967	199,903	204,378	197,553	189,800	196,507
City Sales Tax	2,355,200	2,534,841	2,902,027	2,902,027	2,643,627	2,525,190
County Real Property Tax	1,343,664	1,233,591	1,290,375	1,473,459	1,420,036	1,470,768
County Personal Property Tax	297,407	292,918	296,924	317,780	275,739	288,727
Total Pledged Revenues	**$5,116,226**	**$5,103,121**	**$5,581,890**	**$5,808,802**	**$5,506,633**	**$5,482,193**
Maximum Annual Debt Service on Series 2009 and Series 2011 Bonds	$2,835,388	$2,835,388	$2,830,550	$2,833,390	$2,845,644	$2,839,375
Debt Service Coverage	1.80	1.80	1.97	2.05	1.94	1.93

Source: Municipal City Clerk, Colony Park TIF Calculations for each fiscal year, March 2020.

APPLICATION OF THE PROCEEDS OF THE SERIES 2020 BONDS

The City expects that the total proceeds from the sale of the Series 2020 Bonds will be as follows:

	Series 2020A Bonds	Series 2020B Bonds	Totals
Sources of Funds:			
Principal Amount			
Less/Plus Original Issue Discount			
2009 Debt Service Reserve Fund			
2011 Debt Service Reserve Fund			
Total Sources of Funds:			
Uses of funds:			
Deposit to 2009 Escrow Fund for Refunded 2009 Bonds			
Deposit to 2011 Escrow Fund for Refunded 2011 Bonds			
Deposit to 2009 Costs of Issuance Account[3]			
Deposit to 2011 Costs of Issuance Account			
Release of Prior Debt Service Funds			
For Underwriter's Discount			
Total Uses of Funds:			

DEBT SERVICE REQUIREMENTS

The following table sets forth the debt service requirements of the Series 2020 Bonds

Fiscal Year Ending of the City September 30	Principal	Interest	Total
2020			
2021			
2022			
2023			
2024			
2025			
2026			
2027			
2028			
2029			
2030			
2031			

[3] Includes the payments of fees for professionals (and the premiums for the _____).

PROCEDURES FOR REAL AND PERSONAL PROPERTY ASSESSMENTS AND TAX LEVIES

Procedure for Tax Collections

The Governing Body, when necessary, is required to levy a special tax upon all of the taxable property within the geographical limits of the City each year sufficient to provide for the payment of the principal of and interest on the Bonds. If any taxpayer neglects or refuses to pay his taxes on the due date thereof, the unpaid taxes bear interest at the rate of 1 percent per month or fractional part thereof from the delinquent date to the date of payment of such taxes. When enforcement officers take action to collect delinquent taxes, other fees, penalties and costs may accrue. Both real property and personal property are subject to public tax sale.

Section 21-33-63, Mississippi Code of 1972, as may be amended from time to time, and related statutes provide that after the fifteenth day of February and after the fifteenth day of August in each year, the tax collector for each municipality shall advertise all lands in such municipality on which all the taxes due and in arrears have not been paid, as well as all land liable for sale on the first Monday of April or the third Monday of September following, as the case may be.

Reappraisal of Property and Limitation on Ad Valorem Levies

Senate Bill No. 2672, General Laws of Mississippi, Regular Session 1980, codified in part as Sections 27-35-49 and 27-35-50, Mississippi Code of 1972 (the "Reappraisal Act"), provides that all real and personal property in the State shall be appraised at true value and assessed in proportion to true value. To ensure that property taxes do not increase dramatically as each county completes reappraisals, the Reappraisal Act provides for the limit on increase in tax revenues discussed below.

The statute limits ad valorem tax levies by the City subsequent to October 1, 1980, to a rate which will result in an increase in total receipts of not greater than ten percent (10%) over the previous year's receipts, excluding revenue from ad valorem taxes on any newly constructed properties, any existing properties added to the tax rolls or any properties previously exempt which were not assessed in the next preceding year. This limitation does not apply to levies for the payment of the principal of and the interest on general obligation bonds issued by the City or to certain other specified levies. The limitation may be increased only if the proposed increase is approved by a majority of those voting in an election held on such question.

On August 20, 1980, the Mississippi Supreme Court rendered its decision in *State Tax Commission v. Fondren*, 387 So.2d 712, affirming the decree of the Chancery Court of the First Judicial District of Hinds County, Mississippi, wherein the Mississippi Department of Revenue (formerly, the State Tax Commission) was enjoined from accepting and approving assessment rolls from any county in the State for the tax year 1983 unless the Mississippi Department of Revenue equalized the assessment rolls of all of the counties. Due to the intervening passage of the Reappraisal Act, the Supreme Court reversed that part of the lower court's decree ordering the assessment of property at true value (although it must still be appraised at true value), holding instead that assessed value may be expressed as a percentage of true value. Pursuant to the Supreme Court modification of the Chancellor's decree, on November 15, 1980, the Mississippi Department of Revenue filed a master plan to assist counties in determining true value. On February 7, 1983, the Chancery Court granted an extension until July 1, 1984, of its previous deadline past which the Mississippi Department of Revenue could not accept and approve tax rolls from counties which had not yet reappraised. The City has completed reappraisal.

Homestead Exemption

The Mississippi Homestead Exemption Law of 1946 reduces the local tax burden on homes qualifying by law and substitutes revenues from other sources of taxation on the State level as a reimbursement to the local taxing units for such tax loss. Provisions of the homestead exemption law determine qualification, define ownership and limit the amount of property that may come within the exemption. The exemption is not applicable to taxes levied for the payment of the Bonds, except as hereinafter noted.

Those homeowners who qualify for the homestead exemption and who have reached the age of sixty-five (65) years on or before March 1 of the year for which the exemption is claimed, service-connected, totally disabled American veterans who were honorably discharged from military service and those qualified as disabled under the federal Social Security Act are exempt from any and all ad valorem taxes on qualifying homesteads not in excess of $7,500 of assessed value thereof.

The tax loss resulting to local taxing units from properly qualified homestead exemptions is reimbursed by the Mississippi Department of Revenue. Beginning with the 1984 supplemental ad valorem tax roll and for each roll thereafter, no taxing unit shall be reimbursed an amount in excess of one hundred six percent (106%) of the total net reimbursement made to such taxing unit in the next preceding year.

HISTORICAL AD VALOREM TAX COLLECTIONS, ASSESSED VALUES FOR THE REDEVELOPMENT PROPERTY AND RETAIL SALES

Redevelopment District Property Ad Valorem Tax Collections[4]

Fiscal Year	City Ad Valorem Taxes[5]	Madison County Ad Valorem Taxes[6]	Total
2019	1,196,507	1,759,495	2,956,002
2018	1,167,231	1,695,775	2,863,006
2017	1,115,445	1,791,239	2,906,684
2016	1,092,564	1,587,299	2,679,863
2015	1,041,771	1,526,509	2,568,280
2014	1,119,955	1,641,071	2,761,026

SOURCE: Office of the Madison County Tax Assessor; February 2020.

Redevelopment District Property Assessed Valuations

Fiscal Year	True Value	Assessed Valuation[7]
2019	$11,496,400.50	$9,996,870.00
2018		
2017		
2016		
2015		
2014		

SOURCE: Office of the Madison County Tax Assessor; _____, 2020.

[4] Does not include school taxes.
[5] The City has pledged 100% of the City's Ad Valorem Portion of the Tax Increment from the Redevelopment Project to the payment of the debt service on the Series 2020 Bonds and the payment annual fees and expenses of the Paying Agent.
[6] The County has pledged 100% of the County's Ad Valorem Portion of the Tax Increment from the Redevelopment Project to the payment of the debt service on the Series 2020 Bonds and the payment annual fees and expenses of the Paying Agent.
[7] Assessed valuation is 15% of true value.

Historical Diversions to the City from Sales Tax Collections

State Fiscal Year Ended June 30	City-Wide	TIF District
2019	13,356,870	2,525,190
2018	13,406,830	2,643,626
2017	13,278,626	2,908,027
2016	15,279,606	2,902,027
2015	12,778,125	2,534,841
2014	12,903,590	2,355,200

SOURCE: Mississippi Department of Revenue Annual Reports for years indicated; and the Madison County Tax Assessor, February 2020.

RISKS TO THE OWNERS OF THE SERIES 2020 BONDS

General

The Series 2020 Bonds will be payable solely from the Tax Increment, and the amounts held on behalf of the City in the funds and accounts established in the Resolution, including the Reserve Fund. The ability of the City to pay principal of, redemption premium, if any, and interest on the Series 2020 Bonds depends primarily upon the receipt by the City of the Tax Increment in an amount sufficient to pay the debt service on the Series 2020 Bonds and any deficiency in the Reserve Fund. While the City anticipates receiving sufficient Tax Increments to pay the debt service on the Series 2020 Bonds and any deficiency in the Reserve Fund, there can be no representation or assurance that the City will realize sufficient Tax Increments from the Redevelopment Project to meet financial projections. Except for the Reserve Fund, there is not fund which is required to contain amounts to make up for any deficiencies in the Tax Increment.

Competition

The collection of the tax Increment depends on the level of commercial activity within the TIF District. The current businesses in the Redevelopment Project Site compete with other developments in the area, including some which are in the immediate vicinity of the Redevelopment Project Site. The impact of competing developments on the ability to attract new businesses to the TIF District or the ability to sustain commercial activity within the TIF District cannot be predicted; the success of any development is speculative and may change over time.

Continued Development Not Assured

The Renaissance is being developed by the Renaissance Developer approximately __% of the square footage has been leased or is under development. There is no guarantee that Renaissance Developer will be successful in attracting retailers to complete the Renaissance development or in retaining existing retailers. There is also no guarantee that retailers who have purchased land from Renaissance Developer and constructed businesses will continue to be competitive within the TIF District. If existing development levels of development are not maintained or if new development does not occur, the Tax Increment generated in the TIF District may be insufficient to pay debt service on the Series 2020 Bonds in the future.

Risks Related to Pledged Sales Tax Revenues

General.

The Series 2020 Bonds are secured by the Tax Increment. There is no assurance that the Tax Increment will not materially decrease or that Tax Increments will remain at a level sufficient to pay debt service on the Series 2020 Bonds in the future. Certain factors that may impact the Tax Increment are discussed throughout this Official Statement.

Sales Tax Revenues Subject to Fluctuation.

The sales tax portion of the Tax Increment represent the largest source of revenues available to pay debt service on the Series 2020 Bonds. Sales Tax collections are subject to fluctuations in consumer spending. This

causes Sales Tax revenues to increase along increased consumer spending and increasing prices brought about by inflation, but also causes collections to be vulnerable to adverse economic conditions and reduced spending. Consequently, the rate of Sales Tax collections may be expected to correspond generally to economic cycles.

In addition to the general economic cycles discussed above, the amount of sales taxes generated in the future will be affected by a variety of factors, including the following: economic conditions in the TIF District, the City and the surrounding area; the ability of RPII to complete construction of facilities and to attract and maintain retail tenants; competition from other retail businesses in the City and the surrounding area; the maintenance of competitive lease rates in the TIF District; and the perceived attractiveness of the retailers in the TIF District. Other factors, most of which are beyond the control of the City, could affect the future level of sales tax revenues pledged as part of the Tax Increment. Such circumstances may include, among others, adverse changes in national and local economic and financial conditions generally, reductions in the rates of employment and economic growth in the area, a decrease in rates of population growth and rates of residential and commercial development in the area and various other factors. Economic downturns and/or recessions may occur while the Series 2020 Bonds are outstanding; those economic conditions can be expected to reduce sales tax revenues.

Other Factors.

Other factors over which the City have no control may impact the collection of Sales Tax revenues generally. These factors include, but are not limited to, increases in purchases made via the internet and increases in purchases made via catalogue merchants which generally do not impose local sales taxes on purchases. The interruption or termination of retail operations in the TIF District due to fire, tornadoes or other natural disasters could also negatively the Tax Increment.

Risks Related to the Pledged Property Tax Revenues

General.

The Series 2020 Bonds are also secured by Property Tax Revenues. Accordingly, payment of the principal of and interest on the Series 2020 Bonds is partially dependent upon the amount of the Property Tax Revenues. There is no assurance that the Property Tax Revenues will achieve or remain at a level sufficient to pay debt service on the Series 2020 Bonds. See "**REVENUES AVAILABLE FOR DEBT SERVICE--Ad Valorem Property Tax Data.**"

Valuation and Uses of Property.

The assessed value of property in the Project Area for ad valorem property tax purposes is determined according to the statutory procedures described under "**PROCEDURES FOR REAL AND PERSONAL PROPERTY ASSESSMENTS AND TAX LEVIES.**" Assessed valuations may be affected by a number of factors beyond the control of the City. Property owners are allowed each year by State law to challenge the valuations of their property. Should the actions of property owners result in lower assessed valuations of property in the TIF District, the security for the Series 2020 Bonds would be diminished. Regardless of the level at which property is assessed for tax purposes, the ability of each taxing entity to enforce and collect the property tax is dependent upon the property in the TIF District having sufficient fair market value to support the taxes which are imposed. No assurance can be given as to the future market values of property in the TIF District.

Collection and Enforcement Considerations.

The Property Tax Revenues are based upon property taxes levied by the taxing entities overlapping the TIF District and are collected at the same time and in the same manner as taxes paid to the other taxing entities. Taxes levied must be paid in full; taxpayers may not choose to pay portions of their tax bills. The collection of Property Tax Revenues will be subject to the ability or inability of property owners in the TIF District to pay property taxes as they become due. The payment of property taxes does not constitute a personal obligation of each of the property owners within the TIF District. Instead, the obligation to pay property taxes is tied to the properties taxed, and if timely payment is not made, the obligation constitutes a lien against the specific properties. To the extent payment of property taxes depends upon the financial stability of property owners in the TIF District, no assurance can be given that timely payment will occur. The City has not undertaken any independent investigation of the financial condition of any property owners within the TIF District.

To enforce the property tax liens, the County is obligated to cause the sale of tax liens upon the property that is subject to the delinquent taxes or fees, as provided by State law. However, this is a time-consuming remedy which may extend more than two years. In addition, proceeds realized from such a sale, if any, may or may not be sufficient to cover the delinquent taxes or fees and there is no assurance that such tax liens will sell at such a sale. Owners of the Series 2020 Bonds cannot foreclose on property within the TIF District or sell such property in order to pay the principal of or interest on their Series 2020 Bonds.

In addition, the sale of tax liens applicable to property in the Project Area to enforce such liens could be delayed by bankruptcy laws and other laws affecting creditor's rights generally. During the pendency of any bankruptcy of any property owner in the TIF District, the parcels in the TIF District owned by such property owner could be sold only if the bankruptcy court approves the sale. There is no assurance that property taxes would be paid during the pendency of any bankruptcy; nor is it possible to predict the timeliness of such payment. If the property taxes are not paid over a period of years, the City's ability to pay principal and interest on the Series 2020 Bonds could be affected.

Changes in Law

Various State laws and constitutional provisions govern the assessment and collection of general ad valorem property taxes, limit revenues and spending of the State and local governments and limit rates, fees and charges imposed by such entities, including the City, the school districts and other entities overlapping the TIF District. There can be no assurance that the application of such provisions, or the adoption of new provisions, will not have a material adverse effect on the affairs of the City or the collection of the Tax Increment.

Limitations on Remedies Available to Owners of Bonds

No Acceleration.

The Resolution prohibits the acceleration of maturity of the principal of the Series 2020 Bonds in the event of a default in the payment of principal of or interest on the Series 2020 Bonds. Consequently, remedies available to the owners of the Series 2020 Bonds may have to be enforced from year to year.

Bankruptcy

The City is a "Municipality" as that term is defined in Title 11 of the United States Code (the "Bankruptcy Code"). Section 109(c) of the Bankruptcy Code prescribes the conditions and circumstances under which a Municipality may file a petition for relief under the Bankruptcy Code. As a debtor, a Municipality may only file for relief pursuant to Chapter 9 of the Bankruptcy Code ("Chapter 9"). Pursuant to Section 303(a) of the Bankruptcy Code, no creditor or judgment holder of a Municipality may file a Chapter 9 petition on behalf of a Municipality.

Pursuant to Section 109(c)(2) of the Bankruptcy Code, before a municipality may file a petition under Chapter 9 of the Bankruptcy Code, a municipality must be specifically authorized by (a) state law or (b) a governmental officer or organization empowered to authorize such a filing. Accordingly, before a Municipality in the State may file for Chapter 9 protection, it must have specific authority granted to it. Currently, there is no State statute that prescribes, authorizes or otherwise contains authorization for any Municipality to file for Chapter 9 protection, or delegates such authority to a governmental officer or organization. As such, in order for a State Municipality, including the County, to file for Chapter 9 relief, the Municipality must obtain specific authority from the State Legislature.

The State Legislature is comprised of the Senate and the House of Representatives. The Senate is composed of 52 members, and the House of Representatives consists of 122 members. Each member of each chamber is elected to a four-year term. In the State, the Legislature convenes annually on the first Tuesday after the first Monday each January. Regular sessions of the State Legislature last 90 days in all years of an administration except for the first session after a new governor has been elected, when a 125-day session is held.

In order to obtain specific authority from the State Legislature to file for relief pursuant to Chapter 9, a Municipality would have to request both houses during the annual session of the State Legislature to approve a bill authorizing the Municipality to file for relief pursuant to Chapter 9 and such bill would have to be signed

into law by the Governor of the State. There is no appeal process or any other proceeding under current State law that the Municipality may pursue if such requested specific authority is not granted by the State Legislature.

Secondary Market

There is no guarantee that a secondary market for the Series 2020 Bonds will be maintained by the Underwriter or others. Owners of Bonds should be prepared to hold the Series 2020 Bonds to maturity.

ECONOMIC AND DEMOGRAPHIC INFORMATION

This portion of the Official Statement contains general information concerning historic economic and demographic conditions in and surrounding the TIF District and the City. It is intended only to provide prospective investors with general information regarding the City's community. The information is historic in nature; it is not possible to predict whether the trends shown will continue in the future. The City makes no representation as to the accuracy or completeness of data obtained from parties other than the City.

Population

The population of the City has been recorded as follows:

1990	2000	2010	2019 Estimate
12,952	20,173	24,047	24,188

SOURCE: Census Data at website: www.census.gov; March 2020.

Income

The following table sets forth annual per capita personal income levels for the County, the State and the nation.

Year	County	Mississippi	United States	County as % Of U.S.
2018	$64,033	$37,834	$54,446	118%
2017	61,566	36,375	51,885	119
2016	60,238	35,613	49,870	121
2015	58,859	35,022	48,978	120
2014	58,444	34,545	47,058	124

SOURCE: Bureau of Economic Analysis, Regional Economic Accounts – Per Capita Personal Income, (data last updated November 14, 2029 – new statistics for 2019). Information available as of March 2020.

Employment Statistics of the County

	2015	2016	2017	2018	2019	2020*
Residence Based Employment						
Civilian Labor Force	51,710	53,450	53,610	53,300	53,530	52,500,
Unemployed	2,360	2,300	2,080	1,950	2,270	2,210
Unemployment Rate	4.6	4.3	3.9	3.7	4.2	4.2
Employed	49,350	51,150	51,530	51,350	51,260	50,340
Established Based Employment						
Manufacturing	8,670	9,310	9,460	9,400	9,460	8,910
Nonmanufacturing	47,910	50,210	50,790	50,530	51,410	50,490
Natural Resources and Mining	150	130	130	120	110	120
Construction	2,000	2,140	2,210	2,030	1,970	1,980
Trade, Transportation & Utilities	9,940	10,170	10,670	10,460	10,470	11,120
Information	2,450	1,760	1,190	1,110	1,120	1,220
Financial Activities	3,830	4,240	4,170	4,340	4,370	4,370
Professional & Business Services	9,750	11,050	11,270	11,040	11,320	10,110
Education & Health Services	5,550	6,120	6,350	6,560	6,770	6,620
Leisure and Hospitality	6,290	6,420	6,670	6,800	7,180	6,820
Other Services	3,060	3,230	3,240	3,240	3,260	3,290
Government	4,890	4,950	4,890	4,830	4,840	4,480
Public Education	2,540	2,620	2,610	2,590	2,590	2,560
Total Nonagricultural Employment	**56,580**	**59,520**	**60,240**	**59,930**	**60,870**	**59,400**

SOURCE:Mississippi Department of Employment Security ("MDES"): Annual Averages: Labor Force and Establishment Based Employment 2011 Forward, Labor Market Information Department at website: www.mdes.ms.gov; (last revision February 2020) March 2020. *Statistics reflect only 1 month of the 2020 calendar year.

Major Employers

The following is a partial listing of the City's major employers, their products or services and their approximate number of employees:

Employer	Employees	Product/Service
C-Spire	813	Wireless communications provider
Madison County Schools	476	Education
Butler Snow LLP	335	Law firm
BankPlus	281	Financial /Banking services
City of Ridgeland	253	Government
Wal-Mart Superstore	270	Retail
Horne LLP	214	Accounting

SOURCE: City of Ridgeland, MS Comprehensive Annual Financial Report for Fiscal Year ended September 30, 2018. Information available as of February 2020.

Construction Permits

Year	Number	Amount
2019	244	$74,395,543
2018	359	$88,940,876
2017	292	68,161,417
2016	314	61,346,109
2015	307	65,207,771

SOURCE: Office of the City Clerk; March 2020.

UNDERWRITING

The Series 2020A Bonds are being purchased for reoffering by the Underwriter at a purchase price of $_____, which purchase price is equal to the aggregate principal amount of the Series 2020A Bonds of $_____, less an Underwriter's discount of $_____. The Series 2020B Bonds are being purchased for reoffering by the Underwriter at a purchase price of $_____, which purchase price is equal to the aggregate principal amount of the Series 2020B Bonds of $_____, less an Underwriter's discount of $_____. The Series 2020CBonds are being purchased for reoffering by the Underwriter at a purchase price of $_____, which purchase price is equal to the aggregate principal amount of the Series 2020C Bonds of $_____, less an Underwriter's discount of $_____. The obligation of the Underwriter to accept delivery of the Series 2020 Bonds is subject to various conditions stated in the bond purchase agreement for the Series 2020 Bonds.

The Underwriter may offer and sell the Series 2020 Bonds to other dealers and other purchasers at prices lower than the public offering prices stated on the inside of the cover page hereof for the Series 2020 Bonds. The initial public offering prices for the Series 2020 Bonds may be changed from time to time by the Underwriter.

FINANCIAL ADVISOR

The City has retained the firm of Government Consultants, Inc., Madison, Mississippi, as municipal registered independent advisor (the "**Financial Advisor**") to the City in connection with the issuance of the Series 2020 Bonds. In such capacity, the Financial Advisor has provided recommendation and other financial guidance to the City with respect to the preparation of documents, the preparation for the sale of the Series 2020 Bonds and of the time of the sale, tax-exempt and taxable bond market conditions and other factors related to the sale of said Series 2020 Bonds.

Although the Financial Advisor performed an active role in drafting of the Official Statement, it has not independently verified any of the information set forth herein. The information contained in this Official Statement has been obtained primarily from municipal records and from other sources which are believed to be reliable, including financial records of the City and other entities which may be subject to interpretation. No guarantee is made as to the accuracy or completeness of any information obtained from sources other than the City. Any summaries or excerpts of statutes, ordinances, resolutions or other documents do not purport to be complete statements of same and reference is made to such original sources in all respects.

VERIFICATION OF ARITHMETICAL AND MATHEMATICAL COMPUTATIONS

The accuracy of the mathematical computations supporting the conclusions (a) that the principal amounts and the interest thereon of the Investment Securities to be deposited in trust with the Escrow Agent (see "**PLAN OF REFUNDING**" herein) are adequate to provide for the payment when due, of the principal of and interest on the Refunded Bonds, and (b) that the Series 2019 Bonds are not "arbitrage bonds" under Section 148 of the

Code will be verified by The Arbitrage Group, Inc., independent certified public accountants. Such verification will be based, in part, upon information supplied to the certified public accountants by the Underwriter.

TAX MATTERS

Series 2020A Bonds.

General Matters.

In the opinion of Butler Snow LLP, Bond Counsel, under existing laws, regulations, rulings and judicial decisions, interest on the Series 2020A Bonds (including any original issue discount properly allocable to the owner of a Bond) is excludable from gross income for federal income tax purposes and is not a specific preference item for purposes of the federal alternative minimum tax. The opinion described above assumes the accuracy of certain representations and compliance by the City with covenants designed to satisfy the requirements of the Code that must be met subsequent to the issuance of the Series 2020A Bonds. Failure to comply with such requirements could cause interest on the Series 2020A Bonds to be included in gross income for federal income tax purposes retroactive to the date of issuance of the Series 2020 Bonds. The City has covenanted to comply with such requirements. Bond Counsel has expressed no opinion regarding other federal tax consequences arising with respect to the Series 2020A Bonds.

The accrual or receipt of interest on the Series 2020A Bonds may otherwise affect the federal income tax liability of the owners of the Series 2020A Bonds. The extent of these other tax consequences will depend on such owners' particular tax status and other items of income or deduction. Bond Counsel has expressed no opinion regarding any such consequences. Purchasers of the Series 2020A Bonds, particularly purchasers that are corporations (including S corporations and foreign corporations operating branches in the United States of America), property or casualty insurance companies, banks, thrifts or other financial institutions, certain recipients of social security or railroad retirement benefits, taxpayers entitled to claim the earned income credit, taxpayers entitled to claim the refundable credit in Section 36B of the Code for coverage under a qualified health plan or taxpayers who may be deemed to have incurred or continued indebtedness to purchase or carry tax-exempt obligations, should consult their tax advisors as to the tax consequences of purchasing or owning the Series 2020A Bonds.

Bond Counsel is also of the opinion that, under existing State statutes, interest on the Series 2020A Bonds is exempt from State income tax. Bond Counsel has expressed no opinion regarding other tax consequences arising with respect to the Series 2020A Bonds under the laws of the State or any other state or jurisdiction.

Original Issue Discount.

The Series 2020A Bonds that have an original yield above their respective interest rates, as shown on the inside cover of this Official Statement (collectively, the "**Discount Bonds**"), are being sold at an original issue discount. The difference between the initial public offering prices of such Discount Bonds and their stated amounts to be paid at maturity constitutes original issue discount treated in the same manner for federal income tax purposes as interest, as described above.

The amount of original issue discount that is treated as having accrued with respect to a Discount Bond or is otherwise required to be recognized in gross income is added to the cost basis of the owner of the bond in determining, for federal income tax purposes, gain or loss upon disposition of such Discount Bond (including its sale, redemption or payment at maturity). Amounts received on disposition of such Discount Bond that are attributable to accrued or otherwise recognized original issue discount will be treated as federally tax-exempt interest, rather than as taxable gain, for federal income tax purposes.

Original issue discount is treated as compounding semiannually, at a rate determined by reference to the yield to maturity of each individual Discount Bond, on days that are determined by reference to the maturity date of such Discount Bond. The amount treated as original issue discount on such Discount Bond for a particular semiannual accrual period is equal to (a) the product of (i) the yield to maturity for such Discount Bond

(determined by compounding at the close of each accrual period) and (ii) the amount that would have been the tax basis of such Discount Bond at the beginning of the particular accrual period if held by the original purchaser, less (b) the amount of any interest payable for such Discount Bond during the accrual period. The tax basis for purposes of the preceding sentence is determined by adding to the initial public offering price on such Discount Bond the sum of the amounts that have been treated as original issue discount for such purposes during all prior periods. If such Discount Bond is sold between semiannual compounding dates, original issue discount that would have been accrued for that semiannual compounding period for federal income tax purposes is to be apportioned in equal amounts among the days in such compounding period.

Owners of Discount Bonds should consult their tax advisors with respect to the determination and treatment of original issue discount accrued as of any date, with respect to when such original issue discount must be recognized as an item of gross income, and with respect to the state and local tax consequences of owning a Discount Bond. Subsequent purchasers of Discount Bonds that purchase such Discount Bonds for a price that is higher or lower than the "adjusted issue price" of the Discount Bonds at the time of purchase should consult their tax advisors as to the effect on the accrual of original issue discount.

Original Issue Premium.

The Series 2020A Bonds that have an original yield below their respective interest rates, as shown on the inside cover of this Official Statement (collectively, the "**Premium Bonds**"), are being sold at a premium. An amount equal to the excess of the issue price of a Premium Bond over its stated redemption price at maturity constitutes premium on such Premium Bond. A purchaser of a Premium Bond must amortize any premium over such Premium Bond's term using constant yield principles, based on the purchaser's yield to maturity (or, in the case of Premium Bonds callable prior to their maturity, generally by amortizing the premium to the call date, based on the purchaser's yield to the call date and giving effect to any call premium). As premium is amortized, the amount of the amortization offsets a corresponding amount of interest for the period, and the purchaser's basis in such Premium Bond is reduced by a corresponding amount resulting in an increase in the gain (or decrease in the loss) to be recognized for federal income tax purposes upon a sale or disposition of such Premium Bond prior to its maturity. Even though the purchaser's basis may be reduced, no federal income tax deduction is allowed. Purchasers of the Premium Bonds should consult their tax advisors with respect to the determination and treatment of premium for federal income tax purposes and with respect to the state and local tax consequences of owning a Premium Bond.

Backup Withholding.

As a result of the enactment of the Tax Increase Prevention and Reconciliation Act of 2005, interest on federally tax-exempt obligations such as the Series 2020A Bonds is subject to information reporting in a manner similar to interest paid on taxable obligations. Backup withholding may be imposed on payments to any owner of the Series 2020A Bonds that fail to provide certain required information including an accurate taxpayer identification number to any person required to collect such information pursuant to Section 6049 of the Code. The reporting requirement does not in and of itself affect or alter the excludability of interest on the Series 2020A Bonds from gross income for federal income tax purposes or any other federal tax consequence of purchasing, holding or selling federally tax-exempt obligations.

Changes in Federal and State Tax Law.

From time to time, there are legislative proposals in the Congress and in the states that, if enacted, could alter or amend the federal and state tax matters referred to under this heading "TAX MATTERS" or adversely affect the market value of the Series 2020A Bonds. It cannot be predicted whether or in what form any such proposal might be enacted or whether if enacted it would apply to bonds issued prior to enactment. In addition, regulatory actions are from time to time announced or proposed and litigation is threatened or commenced which, if implemented or concluded in a particular manner, could adversely affect the market value of the Series 2020A Bonds. It cannot be predicted whether any such regulatory action will be implemented, how any particular litigation or judicial action will be resolved, or whether the Series 2020A Bonds or the market value thereof would be impacted thereby. Purchasers of the Series 2020A Bonds should consult their tax advisors regarding any pending or proposed legislation, regulatory initiatives or litigation. The opinions expressed by Bond Counsel

are based on existing legislation and regulations as interpreted by relevant judicial and regulatory authorities as of the date of issuance and delivery of the Series 2020A Bonds, and Bond Counsel has expressed no opinion as of any date subsequent thereto or with respect to any pending legislation, regulatory initiatives or litigation.

PROSPECTIVE PURCHASERS OF THE SERIES 2020A BONDS ARE ADVISED TO CONSULT THEIR OWN TAX ADVISORS PRIOR TO ANY PURCHASE OF THE SERIES 2020A BONDS AS TO THE IMPACT OF THE CODE UPON THEIR ACQUISITION, HOLDING OR DISPOSITION OF THE SERIES 2020A BONDS.

Series 2020B Bonds

The following is a summary of certain material federal income tax consequences of the purchase, ownership and disposition of the Series 2020B Bonds (the "**Taxable Bonds**") for the investors described below and is based on the advice of Butler Snow LLP, as Bond Counsel. This summary is based upon laws, regulations, rulings and decisions currently in effect, all of which are subject to change. The discussion does not deal with all federal tax consequences applicable to all categories of investors, some of which may be subject to special rules, including but not limited to, partnerships or entities treated as partnerships for federal income tax purposes, pension plans and foreign investors, except as otherwise indicated. In addition, this summary is generally limited to investors that are "U.S. holders" (as defined below) who will hold the Taxable Bonds as "capital assets" (generally, property held for investment) within the meaning of Section 1221 of the Code. Investors should consult their own tax advisors to determine the federal, state, local and other tax consequences of the purchase, ownership and disposition of Taxable Bonds. Prospective investors should note that no rulings have been or will be sought from the Internal Revenue Service (the "**Service**") with respect to any of the federal income tax consequences discussed below, and no assurance can be given that the Service will not take contrary positions.

As used herein, a "U.S. holder" is a "U.S. person" that is beneficial owner of a Taxable Bond. A "non U.S. holder" is a holder (or beneficial owner) of a Taxable Bonds that is not a U.S. person. For these purposes, a "U.S. Person" is a citizen or resident of the United States, a corporation or partnership created or organized in or under the laws of the United States or any political subdivision thereof (except, in the case of a partnership, to the extent otherwise provided in the Treasury Regulations), an estate the income of which is subject to United States federal income taxation regardless of its source or a trust if (i) a United States court is able to exercise primary supervision over the trust's administration and (ii) one or more United States persons have the authority to control all of the trust's substantial decisions.

In General.

Although the Taxable Bonds are issued by the Issuer, interest on the Taxable Bonds (including original issue discount treated as interest) is not excludable from gross income for federal income tax purposes under Section 103 of the Code. Interest on the Taxable Bonds (including original issue discount treated as interest) will be fully subject to federal income taxation. Thus, owners of the Taxable Bonds generally must include interest (including original issue discount treated as interest) on the Taxable Bonds in gross income for federal income tax purposes.

To ensure compliance with Treasury Circular 230, holders of the Taxable Bonds should be aware and are hereby put on notice that: (a) the discussion in this Official Statement with respect to U.S. federal income tax consequences of owning the Taxable Bonds is not intended or written to be used, and cannot be used, by any taxpayer for the purpose of avoiding penalties that may be imposed on the taxpayer; (b) such discussion was written in connection with the promotion or marketing (within the meaning of Treasury Circular 230) of the transactions or matters addressed by such discussion; and (c) each taxpayer should seek advice based on its particular circumstances from an independent tax advisor.

Taxation of Interest Income of the Taxable Bonds.

Payments of interest with regard to the Taxable Bonds will be includible as ordinary income when received or accrued by the holders thereof in accordance with their respective methods of accounting and applicable provisions of the Code. If the Taxable Bonds are deemed to be issued with original issue discount,

Section 1272 of the Code requires the current ratable inclusion in income of original issue discount greater than a specified de minimis amount using a constant yield method of accounting. In general, original issue discount is calculated, with regard to any accrual period, by applying the instrument's yield to its adjusted issue price at the beginning of the accrual period, reduced by any qualified stated interest (as defined in the Code) allocable to the period. The aggregate original issue discount allocable to an accrual period is allocated to each day included in such period. The holder of a debt instrument must include in income the sum of the daily portions of original issue discount attributable to the number of days he owned the instrument. The legislative history of the original issue discount provisions indicates that the calculation and accrual of original issue discount should be based on the prepayment assumptions used by the parties in pricing the transaction.

Payments of interest received with respect to the Taxable Bonds will also constitute investment income for purposes of certain limitations of the Code concerning the deductibility of investment interest expense. Potential holders of the Taxable Bonds should consult their own tax advisors concerning the treatment of interest payments with regard to the Taxable Bonds.

A purchaser (other than a person who purchases a Taxable Bonds upon issuance at the issue price) who buys a Taxable Bonds at a discount from its principal amount (or its adjusted issue price if issued with original issue discount greater than a specified de minimis amount) will be subject to the market discount rules of the Code. In general, the market discount rules of the Code treat principal payments and gain on disposition of a debt instrument as ordinary income to the extent of accrued market discount. Each potential investor should consult his tax advisor concerning the application of the market discount rules to the Taxable Bonds.

Sale or Exchange of the Taxable Bonds.

If a Bondholder sells a Taxable Bond, such person will recognize gain or loss equal to the difference between the amount realized on such sale and the Bondholder's basis in such Taxable Bond. Ordinarily, such gain or loss will be treated as a capital gain or loss. If the terms of a Taxable Bonds were materially modified, in certain circumstances, a new debt obligation would be deemed created and exchanged for the prior obligation in a taxable transaction. Among the modifications which may be treated as material are those which relate to redemption provisions and, in the case of a nonrecourse obligation, those which involve the substitution of collateral. Each potential holder of a Taxable Bonds should consult its own tax advisor concerning the circumstances in which the Taxable Bonds would be deemed reissued and the likely effects, if any, of such reissuance. The legal defeasance of the Taxable Bonds may result in a deemed sale or exchange of such Taxable Bonds under certain circumstances. Owners of such Taxable Bonds should consult their tax advisors as to the federal income tax consequences of such a defeasance.

Backup Withholding.

Certain purchasers may be subject to backup withholding at the application rate determined by statute with respect to interest paid with respect to the Taxable Bonds, if the purchasers, upon issuance, fail to supply the indenture trustee or their brokers with their taxpayer identification numbers, furnish incorrect taxpayer identification numbers, fail to report interest, dividends or other "reportable payments" (as defined in the Code) properly, or, under certain circumstances, fail to provide the indenture trustee with a certified statement, under penalty of perjury, that they are not subject to backup withholding.

Tax Treatment of Original Issue Discount.

The Taxable Bonds that have an original yield above their interest rate, as shown on the inside cover page of this Official Statement, are being sold at a discount (the "**Discounted Obligations**"). The difference between the initial public offering prices, as set forth on the inside cover hereof, of the Discounted Obligations and their stated amounts to be paid at maturity, constitutes original issue discount treated in the same manner for federal income tax purposes as interest, as described above.

In the case of an owner of a Discounted Obligation, the amount of original issue discount which is treated as having accrued with respect to such Discounted Obligation is added to the cost basis of the owner in determining, for federal income tax purposes, gain or loss upon disposition of a Discounted Obligation (including

its sale, redemption or payment at maturity). Amounts received upon disposition of a Discounted Obligation which are attributable to accrued original issue discount will be treated as taxable interest, rather than as taxable gain, for federal income tax purposes.

Original issue discount is treated as compounding semiannually, at a rate determined by reference to the yield to maturity of each individual Discounted Obligation, on days which are determined by reference to the maturity date of such Discounted Obligation. The amount treated as original issue discount on a Discounted Obligation for a particular semiannual accrual period is equal to (a) the product of (i) the yield to maturity for such Discounted Obligation (determined by compounding at the close of each accrual period) and (ii) the amount which would have been the tax basis of such Discounted Obligation at the beginning of the particular accrual period if held by the original purchaser, (b) less the amount of any interest payable for such Discounted Obligation during the accrual period. The tax basis is determined by adding to the initial public offering price on such Discounted Obligation the sum of the amounts which have been treated as original issue discount for such purposes during all prior periods. If a Discounted Obligation is sold between semiannual compounding dates, original issue discount which would have been accrued for that semiannual compounding period for federal income tax purposes is to be apportioned in equal amounts among the days in such compounding period.

The Code contains additional provisions relating to the accrual of original issue discount in the case of owners of a Discounted Obligation who purchase such Discounted Obligations after the initial offering. Owners of Discounted Obligations including purchasers of the Discounted Obligations in the secondary market should consult their own tax advisors with respect to the determination for federal income tax purposes of original issue discount accrued with respect to such obligations as of any date and with respect to the state and local tax consequences of owning a Discounted Obligation.

Tax Treatment of Bond Premium.

The Taxable Bonds that have an original yield below their interest rate, as shown on the inside cover page of this Official Statement, are being sold at a premium (collectively, the "Premium Obligations"). An amount equal to the excess of the issue price of a Premium Obligation over its stated redemption price at maturity constitutes premium on such Premium Obligation. An initial purchaser of such Premium Obligation must amortize any premium over such Premium Obligation's term using constant yield principles, based on the purchaser's yield to maturity (or, in the case of Premium Obligations callable prior to their maturity, by amortizing the premium to the call date, based upon the purchaser's yield to the call date and giving effect to any call premium). As premium is amortized, it offsets the interest allocable to the corresponding payment period and the purchaser's basis in such Premium Obligation is reduced by a corresponding amount resulting in an increase in the gain (or decrease in the loss) to be recognized for federal income tax purposes upon a sale or disposition of such Premium Obligation prior to its maturity. Even though the purchaser's basis may be reduced, no federal income tax deduction is allowed. The same treatment is afforded to the Premium Obligations purchased at a premium in the secondary market. Purchasers of Premium Obligations should consult with their own tax advisors with respect to the determination and treatment of amortizable premium for federal income tax purposes and with respect to the state and local tax consequences of owning such Premium Obligations.

State, Local or Foreign Taxation.

No representations are made regarding the tax consequences of purchase, ownership or disposition of the Taxable Bonds under the tax laws of any state, locality or foreign jurisdiction (except as provided in "Exemption Under State Tax Law"). Investors considering an investment in the Taxable Bonds should consult their own tax advisors regarding such tax consequences.

Tax-Exempt Investors.

In general, an entity which is exempt from federal income tax under the provisions of Section 501 of the Code is subject to tax on its unrelated business taxable income. An unrelated trade or business is any trade or business which is not substantially related to the purpose which forms the basis for such entity's exemption. However, under the provisions of Section 512 of the Code, interest may be excluded from the calculation of unrelated business taxable income unless the obligation which gave rise to such interest is subject to acquisition

indebtedness. Therefore, except to the extent any holder of a Taxable Bonds incurs acquisition indebtedness with respect to a Taxable Bond, interest paid or accrued with respect to such Bondholder may be excluded by such tax-exempt Bondholder from the calculation of unrelated business taxable income. Each potential tax-exempt holder of a Taxable Bonds is urged to consult its own tax advisor regarding the application of these provisions.

Exemption Under State Tax Law.

Bond Counsel is also of the opinion that, under existing State statutes, interest on the Taxable Bonds is exempt from State income tax. Bond Counsel has expressed no opinion regarding other tax consequences arising with respect to the Taxable Bonds under the laws of the State or any other state or jurisdiction.

Changes in Federal and State Tax Law.

From time to time, there are legislative proposals in the Congress and in the states that, if enacted, could alter or amend the federal and state tax matters referred to above or adversely affect the market value of the [Bonds]. It cannot be predicted whether or in what form any such proposal might be enacted or whether if enacted it would apply to bonds issued prior to enactment. In addition, regulatory actions are from time to time announced or proposed and litigation is threatened or commenced which, if implemented or concluded in a particular manner, could adversely affect the market value of the [Bonds]. It cannot be predicted whether any such regulatory action will be implemented, how any particular litigation or judicial action will be resolved, or whether the Taxable Bonds or the market value thereof would be impacted thereby. Purchasers of the Taxable Bonds should consult their tax advisors regarding any pending or proposed legislation, regulatory initiatives or litigation. The opinions expressed by Bond Counsel are based upon existing legislation and regulations as interpreted by relevant judicial and regulatory authorities as of the date of issuance and delivery of the Taxable Bonds and Bond Counsel has expressed no opinion as of any date subsequent thereto or with respect to any pending legislation, regulatory initiatives or litigation.

LEGAL PROCEEDINGS

There are no pending legal proceedings which might be expected to affect the City's ability to perform its obligations to the holders of the Series 2020 Bonds being offered for sale.

RATINGS

Moody's Investors Service is expected to assign its municipal bond rating of _____ to the Series 2020 Bonds. Information on the rating may be obtained from the City Clerk. Such rating reflects only the views of such organization, and an explanation of the significance of the rating may be obtained only from said rating agency. The rating may be changed, suspended or withdrawn as a result of changes in, or unavailability of, information. Any downward revision, suspension or withdrawal of such rating may have an adverse effect on the market price of the Series 2020 Bonds.

VALIDATION

Prior to issuance, the Series 2020 Bonds will be validated before the Chancery Court of Madison County as provided by Sections 31-13-1 through 31-13-11, Mississippi Code of 1972, as amended.

APPROVAL OF LEGAL PROCEEDINGS

Certain legal matters incident to the authorization and issuance of the Series 2020 Bonds are subject to the approval of Butler Snow LLP, Ridgeland, Mississippi ("**Bond Counsel**") whose approving legal opinion will be available at the time of delivery of the Series 2020 Bonds (**see Appendix G hereto**). No representation is made to the registered owners of the Series 2020 Bonds that Bond Counsel has verified the accuracy, completeness or fairness of the statements in this Official Statement and Bond Counsel assumes no responsibility to the registered owners of the Series 2020 Bonds except for the matters set forth in such legal opinion. Certain legal matters will be passed upon

for the City by its counsel, Pyle, Mills, Dye and Pittman, Attorneys at Law, Ridgeland, Mississippi. Butler Snow LLP, Ridgeland, Mississippi also represents the Renaissance Developer.

CONTINUING DISCLOSURE

The City has covenanted for the benefit of the owners of the Series 2019 Bonds to provide certain financial information and operating data relating to the City within twelve months after the end of each Fiscal Year of the City beginning with the Fiscal Year ending on September 30, 2019 (the "**Annual Report**"), and to provide notices of the occurrence of certain enumerated events, in certain cases if deemed material under federal laws. The Annual Report and notices of material events will be filed by the City with (a) the Municipal Securities Rulemaking Board (the "**MSRB**") through MSRB's Electronic Municipal Market Assess system at http://emma.msrb.org ("**EMMA**") in the electronic format then prescribed by the Securities and Exchange Commission (the "**SEC**") pursuant to SEC Rule15c2-12(b)(5) (the "**Rule**,"), and with (b) any public or private repository or entity designated by a state as a State Repository, if any, for the purposes of the Rule. This information will be made available free to securities brokers and the general public through EMMA. For the procedures for all filings and notices due to the MSRB, instructions will be provided on the following website for MSRB: http://emma.msrb.org. The specific nature of the information to be contained in the Annual Report or the notices of material events is summarized in **APPENDIX F** to this Official Statement. These covenants have been made in order to assist the Underwriter in complying with the Rule.

The City has previously entered into continuing disclosure undertakings with respect to bonds it has issued or for which it is the "obligated person" within the meaning of the Rule. The City has reviewed the last five years of filings and continuing disclosure undertakings with respect to any outstanding bonds within the meaning of the Rule. Without a determination as to materiality, the City's audited financial statements for fiscal year ended September 30, 2015 was filed two days late on March 30, 2016. The City's audited financial statements for fiscal year ended September 30, 2016 was filed late, however notice of failure to file the audited financial statements for fiscal year ended September 30, 2016 was timely filed on March 23, 2017. In addition, there may have been instances in which some tables included in the City's prior continuing disclosure undertakings were not included in every filing on EMMA. In addition, some of the past filings required of the City may not have been filed under all outstanding CUSIPs and may have been misfiled under the wrong CUSIP or under the wrong heading within the CUSIP. The City has adopted policies and procedures to ensure timely filing of its annual financial information (the "**Policy**"). Pursuant to the Policy, a staff designee of the City will appoint or engage a dissemination agent to assist in carrying out its obligations under the Policy and/or the staff designee will be responsible for submitting the information required under the Policy. In accordance with the Policy, the City has hired a dissemination agent to file the City's required annual report. The City has also adjusted the timing of its reporting deadline on future issues to 12 months to ensure timely filing.

MISCELLANEOUS

Any statements in this Official Statement involving matters of opinion or estimates, whether or not expressly so stated, are intended as such and not as representations of fact. No representation is made that any of the statements will be realized.

The references, excerpts and summaries of all documents referred to herein do not purport to be complete statements of the provisions of such documents, and reference is directed to all such documents for full and complete statements of all matters of fact relating to the Series 2020 Bonds, the security for the payment of the Series 2020 Bonds and the rights and obligations of the registered owners thereof.

The information contained in this Official Statement has been taken from sources considered reliable but is not guaranteed. To the best of the City's knowledge, information in this Official Statement does not include any untrue statement of material fact nor does the information omit the statement of 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.

References herein to the Act and the Resolution are only summaries, excerpts or brief outlines of certain provisions thereof and do not purport to summarize or describe all provisions thereof. Additional information

may be obtained upon request from the office of the Clerk of the City, City Hall, 304 Highway 51, Ridgeland, Mississippi 39157, attention: Paula Tierce; telephone: (601) 856-7113 and Government Consultants, Inc., 116 Village Boulevard, Madison, Mississippi 39110, attention: Steve Pittman; telephone: (601) 982-0005.

The execution of this Official Statement has been duly authorized by the Board of Mayor and Aldermen of the City of Ridgeland, Mississippi.

CITY OF RIDGELAND, MISSISSIPPI

By: _____
Gene F. McGee, Mayor

APPENDIX A – DEFINED TERMS

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 Refunding Act, the TIF Act and the REDA Act.

"**Act of Bankruptcy**" shall mean the filing of a petition in bankruptcy by or against the City under any applicable bankruptcy, insolvency, reorganization or similar law, now or hereafter in effect.

"**Additional Bonds**" shall mean any subsequent series of Bonds issued upon compliance with the terms and provisions of Section 3 of the Resolution; provided, however, the total Outstanding principal amount of the Series 2020 Bonds and any Additional Bonds shall not exceed the principal amount of Bonds authorized by the TIF Plans, as they may be amended from time to time.

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

"**Approved Eligible Costs**" shall be eligible costs for Infrastructure Improvements that have been approved by the City in accordance with the Renaissance Reimbursement Agreement or the Prior Development Agreements.

"**Assessment Certificate**" shall mean the Assessment Certificate of the Tax Assessor of the County as required by the TIF Act, under which the Tax Assessor of the County, on behalf of the City and the County will certify as to the value of the Original Assessed Value, Current Assessed Value, Captured Assessed Value and the ad valorem portion of the Tax Increment as each relates to the Redevelopment Project and the Redevelopment Project Sites, and improvements thereon, which Assessment Certificate further sets forth the estimated amount of additional ad valorem taxes available for debt service on the Series 2020 Bonds, funding the Reserve Fund, if necessary, and the payment of the annual fees and expenses of the Paying Agent.

"**Authorized Denomination**" means $5,000 or any integral multiple of $5,000 in excess of that amount.

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

"**Beneficial Owner**" shall mean, 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.

"**Board of Supervisors**" shall mean the Board of Supervisors of the County.

"**Bond**" or "**Bonds**" shall mean the Series 2020 Bonds and any Additional Bonds.

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

"**Bond Purchase Agreement**" shall mean the Bond Purchase Agreement, dated the date of the sale of the Series 2020 Bonds, by and between the City and the Underwriter.

"**Book-Entry System**" shall mean a book-entry system established and operated for the recordation of Beneficial Owners of the Series 2020 Bonds as described in Section 4 of the Bond Resoluition.

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

"**Callable 2009 Bonds**" shall mean the Refunded 2009 Bonds that mature in the years 2020 through 2029, both inclusive, being redeemed with a portion of the proceeds of the Series 2020A Bonds.

"**Callable 2011 Bonds**" shall mean the Refunded 2011 Bonds that mature in the years 2022 through 2031, both inclusive, being redeemed with a portion of the proceeds of the Series 2020B Bonds.

"**Captured Assessed Value**" shall mean the incremental increase in assessed value of the real and personal property subject to taxation by the City and the County constituting the Redevelopment Project Sites and improvements thereon when the Original Assessed Value is subtracted from the Current Assessed Value for January 1, 2019 tax year, initially and each January 1 thereafter, all as set forth in the annual Assessment Certificate.

"**Chancery Clerk**" shall mean the Chancery Clerk of the County.

"**City**" shall mean the City of Ridgeland, Mississippi.

"**City Portion of the Tax Increment**" shall mean all the increased City ad valorem tax on real and personal property and all City sales tax revenue rebated to the City by the Department arising out of and generated by taxation of the retail sales originated on the Redevelopment Project Sites.

"**City Redevelopment Plan**" shall mean the Tax Increment Redevelopment Plan, City of Ridgeland, Mississippi, 2003, as may be amended and supplemented from time to time.

"**City TIF Plan**" shall mean the Tax Increment Financing Plan, Colony Park Project, City of Ridgeland, Mississippi, December 2004, as amended and restated September 2016, initially approved by the Governing Body of the City on December 7, 2004 and approved as amended and restated on November 2016, and as may be amended from time to time.

"**Clerk**" shall mean the City Clerk of the City.

"**Code**" shall mean the Internal Revenue Code of 1986, as amended and/or supplemented from time to time.

"**Continuing Disclosure Certificate**" means the Continuing Disclosure Certificate executed by the City on the date of delivery of the Series 2020 Bonds.

"**Counsel to the City**" shall mean Jerry L. Mills, Esquire, and John P. Scanlon, Esquire, Ridgeland, Mississippi.

"**County**" shall mean Madison County, Mississippi.

"**County Portion of the Tax Increment**" shall mean all increased County ad valorem taxes on real and personal property generated within the geographical limits of the Redevelopment Project Sites.

"**County Redevelopment Plan**" means the Tax Increment Redevelopment Plan, Madison County, Mississippi, 2003, as amended and supplemented from time to time.

"**County's TIF Plan**" shall mean, the Tax Increment Financing Plan, Colony Park Project, Madison County, Mississippi, December 2004, approved by the Board of Supervisors of the County on December 6, 2004 as amended and restated on November 2016, and as may be amended from time to time.

"**Current Assessed Value**" shall mean the value of the Redevelopment Project and all improvement thereon that constitute real property and personal property as certified by the County Tax Assessor for the January 1, 2019 tax year and on each January 1 thereafter, said determination being made pursuant to information made available to the County Tax Assessor by the Renaissance Developer and the Prior Developers concerning the Redevelopment Project Sites.

"**Current Diversion Amount**" shall initially mean the amount of sales tax collected within the boundaries of the Redevelopment Project Site and diverted to the City in the twelve (12) month period ending April 2020 and then on each year thereafter as long as the Series 2020 Bonds remain outstanding and as set forth in the annual Diversion Certificate of the Department filed with the City.

"**Debt Service Payments**" shall mean the annual principal and interest payments on (a) the Series 2020 Bonds as provided in the Bond Purchase Agreement and (b) any Additional Bonds issued in accordance with Section 3 hereof.

"**Department**" shall mean the Mississippi Department of Revenue and any successor entity thereof.

"**Diversion Certificate**" shall mean the certificate of the Department required by the Act, under which the Department will annually certify to the Current Diversion Amount generated within the Redevelopment Project and the Redevelopment Project Sites, which Diversion Certificate further sets forth the amount of sales tax revenues available for debt service on the Series 2020 Bonds, funding the Reserve Fund, if necessary, and the payment of the annual fees and expenses of the Paying Agent.

"**Direct Participant**" means a broker-dealer, bank or other financial institution for which the Securities Depository holds Bonds as a securities depository.

"**DTC**" means The Depository Trust Company.

"**DTC participants**" shall mean any participant for whom DTC is a Security Depository Nominee.

"**Escrow Agent**" shall mean any bank, trust company or other institution designated by the Governing Body of the City for the payment of the principal of and interest on the Refunded 2009 Bonds and the Refunded 2011 Bonds as provided under the Escrow Agreement.

"**Escrow Agreement**" shall mean that certain Escrow Agreement, dated as of April 1, 2020, by and between the City and the Escrow Agent.

"**Fiscal Year**" shall mean the period commencing on the first day of October of any year and ending on the last day of September of the following year.

"**Governing Body**" shall mean the Mayor and Board of Aldermen of the City.

"**Indirect Participant**" shall mean a broker-dealer, bank or other financial institution for which the Securities Depository holds Bonds as a securities depository through a Direct Participant.

"**Infrastructure Improvements**" shall mean and include, but are not limited to, as authorized under the TIF Plans, installation of utilities such as water, sanitary sewer and natural gas lines; relocation of utilities; installation and relocation of electrical services; installation of storm drainage; construction of roadways with curbs and gutters parking, sidewalks; installation of traffic signalization and signage; grading; lighting and landscaping of rights-of-way; purchase of rights-of-way and other property necessary for the installation of the infrastructure and other improvements described hereinabove; capitalized interest; and other related expenses such as engineering; all expenses in connection with the authorization, sale, and issuance of bonds, or indebtedness; TIF plan preparation fees and other incidental related costs; and related professional fees.

"**Letter of Representations**" shall mean the blanket issuer letter of representations from the City and/or Paying Agent to DTC under the Book-Entry System.

"**Mayor**" shall mean the Mayor of the City.

"**Moody's**" shall mean Moody's Investors Service, Inc., a Delaware corporation, its successors and assigns and, if dissolved or liquidated or if it no longer performs 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.

"**Municipal Advisor**" shall mean Government Consultants, Inc., Madison, Mississippi.

"**Original Assessed Value**" shall mean the assessed value of the real property and personal property, located within the Redevelopment Project Sites, as of January 1, 2004, the tax lien date as certified by the County Tax Assessor and/or the Clerk, and as defined in Section 21-45-21 of the TIF Act.

"**Original Diversion Amount**" shall mean the amount of sales tax revenues collected within the Redevelopment Project Sites and diverted to the City in the twelve (12) month period ending November 30, 2004, as certified by the Department, as required by the TIF Act, which amount has been certified by the Department at $0.00 dollars.

"**Outstanding**" means all Bonds that have been authenticated and delivered to the Paying Agent pursuant to the Resolution, except the following: (i) Bonds canceled or purchased by or delivered to the Paying Agent for cancellation pursuant to the provisions of the Resolution, (ii) Bonds that have become due (at maturity or on redemption, acceleration or otherwise) and for the payment, including interest accrued to the due date, of which sufficient moneys are held by the City and/or Paying Agent; (iii) Bonds deemed paid pursuant to Section 5 of the Resolution; and (iv) Bonds that have been authenticated under Section 6 of the Resolution (relating to registration and exchange of Bonds) or Sections 4 and 9 of the Resolution (relating to mutilated, lost, stolen, destroyed or undelivered Bonds) in lieu of other Bonds.

"**Paying Agent**" shall mean any bank, rust company or other institution for the payment of the principal of and interest on the Bonds, and to serve as registrar and transfer agent for the registration of owners of the Bonds, and for the performance of other duties as may be herein or hereafter specified by the Governing Body.

"**Percentage of Payments**" shall mean the quotient determined by dividing the Debt Service Payments by the Tax Increment which equals the percentage to be applied to the City Portion of the Tax Increment and the County Portion of the Tax Increment.

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

"**Prior Developers**" shall mean Highland Colony Land Company, LLC, a Mississippi limited liability company and Township Land Company, LLC, a Mississippi limited liability company.

"**Prior Development Agreements**" shall mean collectively, that certain Security and Reimbursement Agreement dated June 12, 2006, by and between the City and the Highland Colony Land Company, LLC, as acknowledged and approved by Madison County, Mississippi on June 12, 2006 and that certain Security and Reimbursement Agreement dated June 12, 2006, by and between the City and Township Loan Company, LLC, as acknowledged and approved by Madison County, Mississippi on June 12, 2006.

"**Record Date**" shall mean, as to interest payments, the 15th day of the month preceding the dates set for payment of interest on the Series 2020 Bonds and, as to payments of principal, the 15th day of the month preceding the maturity date, or the date set for redemption.

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

"**REDA Act**" shall mean Section 57-64-1 *et seq.* of the Mississippi Code of 1972, as amended or supplemented from time to time.

"**REDA Agreement**" shall mean the Regional Economic Development Alliance Agreement (Colony Park Project) dated as of June 5, 2006, by and between the City and the County, approved by the Attorney General of the State, and properly filed with the Chancery Clerk of the County and the State Auditor of the State, all in accordance with the REDA Act.

"**Redevelopment Plans**" shall mean together the City Redevelopment Plan and the County Redevelopment Plan.

"**Redevelopment Project**" shall mean together the improvements constructed on the Redevelopment Project Sites.

"**Redevelopment Project Sites**" shall mean the parcels of real property described in **EXHIBIT C** of the Resolution, upon which the Redevelopment Project was constructed, and the 2020 Redevelopment Project will be constructed.

"**Refunded 2009 Bonds**" shall mean the 2009 Bonds which mature in the years 2020 through 2029, being refunded with a portion of the proceeds of the Series 2020A Bonds.

"**Refunded 2011 Bonds**" shall mean the 2011 Bonds which mature in the years 2022 through 2029, being refunded with a portion of the proceeds of the Series 2020B Bonds.

"**Refunding Act**" shall mean Sections 31-27-1 *et seq.*, Mississippi Code of 1972, as amended and supplemented from time to time.

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

"**Reserve Fund**" shall mean that debt service reserve fund created and established pursuant to the Resolution into which the City will deposit proceeds of the Series 2020 Bonds representing an amount equal to the Reserve Fund Requirement, and in addition, subsequent to the closing, that portion of the Tax Increment Surplus necessary to provide funds sufficient in the aggregate to fund any shortfall in the Reserve Fund as such is provided for in Section 19 hereof.

"**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, issued by a bank or other financial institution, which is acceptable to the City, having a long-term credit rating of "A" or better, as determined by S&P which Reserve Fund Credit Facility names the Paying Agent as the beneficiary thereunder; provided, that any such Reserve Fund Credit Facility (other than an insurance policy extending to the maturity date of the Series 2020 Bonds) 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 Reserve Fund Credit Facility must notify the City and the Paying Agent, no less than thirty (30) days in advance of the expiration of the Reserve Fund Credit Facility of its intention not to renew or extend such Reserve Fund Credit Facility; (d) permit the Paying Agent to make a drawing thereunder to fund the Reserve Fund no later than five (5) Business Days prior to the earlier of (1) the expiration date of such Reserve Fund Credit Facility and (2) the date the proceeds of such drawing will be needed to fund the Reserve Fund.

"**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 the 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 Reserve Requirement may be funded with cash or a Reserve Fund Credit Facility; provided, however, that upon initial issuance of the Series 2020 Bonds, the 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 Reserve Fund will not be invested a yield in excess of the yield on the Series 2020 Bonds. The Reserve Fund Requirement shall initially be funded as provided in the Bond Purchase Agreement.

"**Resolution**" shall mean the Bond Resolution adopted by the City authorizing the issuance of the Series 2020 Bonds.

"**S&P**" shall mean Standard & Poor's Credit Market Services, a division of The McGraw Hill Companies, Inc., a New York corporation, 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.

"**Securities Depository**" shall mean The Depository Trust Company and any substitute for or successor to such securities depository that shall maintain a Book-Entry System with respect to the Series 2020 Bonds.

"**Securities Depository Nominee**" shall mean the Securities Depository or the nominee of such Securities Depository in whose name there shall be registered on the registration records the Series 2020 Bonds to be delivered to such Securities Depository during the continuation with such Securities Depository of participation in its Book-Entry System.

"**Series 2020 Bonds**" shall mean the Series 2020A Bonds and the Series 2020B Bonds.

"**Series 2020 Project**" shall mean together the Series 2020A Project and the Series 2020B Project.

"**Series 2020A Bonds**" shall mean the not to exceed $15,500,000 Tax Increment Limited Obligation Refunding Bonds, Series 2020A (Colony Park Project) of the City authorized and directed to be issued pursuant to the Resolution.

"**Series 2020A Project**" shall mean providing funds for (i) the current refunding of all the 2009 Bonds, (ii) the Reserve Fund, if necessary and (iii) paying the costs of issuance of the Series 2020A Bonds.

"**Series 2020B Bonds**" shall mean the not to exceed $8,000,000 Taxable Tax Increment Limited Obligation Refunding Bonds, Series 2020B (Colony Park Project) of the City authorized and directed to be issued pursuant to the Resolution.

"**Series 2020B Project**" shall mean providing funds for (i) the advance refunding of all the 2011 Bonds, (ii) the Reserve Fund, if necessary and (iii) paying the costs of issuance of the Series 2020B Bonds.

"**State**" shall mean the State of Mississippi.

"**Tax Increment**" shall mean (i) the added increments of City and County ad valorem tax revenue which results from the taxation of the Captured Assessed Value of the real property and personal property and improvements thereon contained within and forming a part of the Redevelopment Project Sites, and (b) the added increments of sale tax revenue rebated to the City by the Department arising out of and generated by taxation of the retail sales originated on the Redevelopment Project Sites, which shall be necessary and sufficient to pay the principal of and interest on the Series 2020 Bonds, fund the Reserve Fund and pay the annual fees and expenses of the Paying Agent.

"**Tax Increment Surplus**" shall mean the remainder of the Tax Increment after deducting amounts necessary to pay Debt Service Payments, the annual fees and expenses of the Paying Agent and fund any shortfall in the Reserve Fund; which surplus shall be withheld proportionately by the City and the County, based on proportional percentages as set forth in the Interlocal Agreement and used by the City and the County for any lawful purpose as authorized by State law.

"**TIF Act**" shall mean Sections 21-45-1 *et seq.*, Mississippi Code of 1972, as amended and/or supplemented from time to time.

"**TIF Plans**" shall mean together the City's TIF Plan and the County's TIF Plan.

"**Transfer Agent**" shall mean any bank, trust company or other institution hereafter designated by the Governing Body for the registration of owners of the Series 2020 Bonds and for the performance of such other duties as may be herein or hereafter specified by the Governing Body.

"**2009 TIF Bonds**" shall mean the City of Ridgeland, Mississippi Tax Increment Limited Obligation Bonds, Series 2009 (Colony Park Project) dated October 15, 2009, issued in original principal amount of $24,625,000 and presently outstanding in the amount of $14,970,000.

"**2009 Debt Service Reserve Funds**" shall mean those monies held by, or on behalf of, the City in the debt service reserve fund for the 2009 TIF Bonds.

"**2011 TIF Bonds**" shall mean the City of Ridgeland, Mississippi Tax Increment Limited Obligation Bonds, Series 2011 (Colony Park Project) dated April 1, 2011, issued in original principal amount of $10,375,000 and presently outstanding in the amount of $7,470,000.

"**2011 Debt Service Reserve Funds**" shall mean those monies held by, or on behalf of, the City in the debt service reserve fund for the 2011 TIF Bonds.

"**2020 Bond Fund**" shall mean the City of Ridgeland, Mississippi Colony Park Project Bond Fund provided for in Section 15 hereof.

"**Underwriter**" shall mean Duncan-Williams, Inc., Memphis, Tennessee.

"**United States**" shall mean the United States of America.

APPENDIX B – REDEVELOPMENT PROJECT SITES

LEGAL DESCRIPTIONS OF REDEVELOPMENT PROJECT SITES

(as revised 11/19/2004) TRACT

1 - Renaissance (formerly Old Agency Square)

Being situated in Blocks 10, 13 and 16 of Highland Colony Subdivision and being part of the SE 1/4 and the SW 1/4 of Section 24, T7N-RlE, Ridgeland, Madison County, Mississippi, and being more particularly described as follows:

All of that Real Property being bordered on the South by the North Right-of-Way line of Old Agency Road, bordered on the East by the Western Right-of-Way line of Interstate Highway 55, bordered on the West by the Eastern Right-of-Way line of Highland Colony Parkway and bordered on the North by the South Right-of-Way line of Steed Road and containing 77.4 acres, more or less.

TRACT 2 - Quorum

Being situated in Blocks 4 and 5 of Block 10, Highland Colony Subdivision and being part of the SE 1/4 of the NW 1/4 of Section 24, T7N-RlE, Ridgeland, Madison County, Mississippi, and being more particularly described as follows:

All of that Real Property known as THE QUORUM, as recorded on Platslide C-200 of the Chancery records of Madison County, Mississippi, less and except all public roads and all lots presently developed, containing 6.4 acres, more or less.

TRACT 3 -Township

Being situated in the SW 1/4 of Section 13 and the NW 1/4 of Section 24, T7N-RlE and part of Lots 4 and 5, Block 7, Highland Colony Subdivision, Ridgeland, Madison County, Mississippi, and being more particularly described as follows:

All of that Real Property being bordered on the East by the Western Right-of-Way line of Highland Colony Parkway, bordered on the South by the North Right-of-Way line of Steed Road, bordered on the West by the centerline of Purple Creek, and bordered on the North by the South boundary line of the Parkway Memorial Cemetery Association (Wright and Ferguson) property, less and except that certain property now owned by AmSouth Bank situated in the Southeast comer of this tract and containing a total of 100 acres, more or less.

TRACT 4 - Crescent

Being situated in the W ½ of Section 13, T7N-RlE, Ridgeland, Madison County, Mississippi, and being more particularly described as follows:

All of that Real Property being bordered on the East by the Westem Right-of-Way line of Highland Colony Parkway, bordered on the South by the North boundary line of the Parkway Memorial Cemetery Association (Wright and Ferguson) property, bordered on the West by the West boundary of Section 13, T7N-RlE, and bordered on the North by the Northern Corporate Limits of the City of Ridgeland, Mississippi, less and except the Bigh C, G & N, LLC property and containing a total of 28.7 acres, more or less.

TRACT 5 - Concourse

Part of Lots 3 and 6, Block 3, Lot 4 and part of Lots 3, 5 and 6 of Block 5, part of Lots 2,3 and 4, Block 7, all in Highland Colony Subdivision, Ridgeland, Madison County, Mississippi, and part of the SE 1/4 of the SW 1/4 of Section 13, T7N-R13E, Madison County, Mississippi, and being more particularly described as follows:

Commence at the Southwest comer of aforesaid Section 13 and run thence East, 1901.63'; run thence North, 887.91' to a point on the Eastern Right-of-Way line of Highland Colony Parkway marking the Southwest comer of the Highlands Presbyterian Church property, as recorded in Deedbook 344 at page 628 of the Chancery records of Madison County, Mississippi and the POINT OF BEGINNING for the property herein described; run thence Easterly, along the South boundary line of the said church property to the Southeast comer thereof; run thence Northerly, along the East boundary of the said church property to the North boundary of the SE 1/4 of the SW 1/4 of aforesaid Section 13; run thence Easterly, along the North boundary of the SE 1/4 of the SW 1/4 and the North boundary of Lot 4, Block 5 of Highland Colony Subdivision to the Northeast comer thereof; run thence Northerly, along the East boundary of Lots 5 and 4 of Block 3 of said Highland Colony Subdivision to the Northeast comer of said Lot 4; run Easterly, along the North boundary of Lot 3, Block 3 to the Western Right-of-Way line of Interstate Highway 55; run thence Southerly, along he West Right-of-Way of said highway, 3900', more or less to the Northeast comer of the Arrowhead Real Estate, LLC (Hederman Brothers) property, as recorded in Deedbook 414, at page 304 of the aforesaid Chancery records; run thence Westerly, along the North boundary of the said Arrowhead Real Estate, LLC property, 300', more or less; run thence Southwesterly, clockwise, along the arc of a curve in a Western boundary of the said Arrowhead property, 200', more or less to the Southeast comer of Parkway Place (a public roadway) Right-of-Way; run thence Northwesterly, along the Eastern limits of said public roadway, 60' to the Northeast comer of said roadway Right-of-Way; thence Southwesterly, clockwise, along the arc of a curve in the Northern Right-of-Way line, 195' more or less to the Southeast comer of the 100 Parkway Place, LP property, as recorded in Deedbook 437 at page 665 of the aforesaid Chancery records; thence Northwesterly, along the Eastern boundary of the said 100 Parkway Place property, 623', more or less, to the Northeast comer thereof; thence Westerly, along the Northern boundary of the said Parkway Place property, 194', more or less, to the intersection of the Northern boundary of Parkway place property with the Southerly projection of the Eastern boundary of the Parkway Holdings property, as recorded in Deedbook 394 at page 412 of the aforesaid Chancery records; thence Northeasterly, along the said Southern projection of the Eastern boundary and the Eastern boundary of the Parkway Holdings property, 394', more or less, to the Northeast comer thereof; thence Westerly, along the Northern boundary of said Parkway Holdings property, 773', more or less, to the Eastern Right-of-Way line of Highland Colony Parkway; thence Northwesterly, along the Eastern Right-of-Way line of said Parkway, 890', more or less, to the POINT OF BEGINNING; containing 74 acres, more or less.

IDENTIFICATION OF LAND PARCELS THAT CONSTITUTE THE REDEVELOPMENT PROJECT SITES

Colony Park TIF Real Property 2019

PPIN	Parcel	Name	Assessed Total
47946	071F-13B-001/03.00	HIGHLAND COLONY LAND COMPANY	57.00
47947	071F-13B-002/04.00	HIGHLAND COLONY LAND COMPANY	266.00
4542	071F-13B-003/01.00	6 CRESCENT LLC	424,260.00
4543	071F-13B-003/02.00	HIGHLAND COLONY LAND COMPANY	102.00
42473	071F-13B-003/04.00	SBBP LLC	436,546.00
4551	071F-13C-002/01.00	HIGHLAND COLONY LAND COMPANY	287.00
39312	071F-13C-002/01.01	LANDRUM DAVID PROPERTIES LLC	226,539.00
41399	071F-13C-002/01.02	CYPRESS BRAKE PROPERTIES LP	480,863.00
4553	071F-13C-002/03.00	TOWNSHIP LAND COMPANY LLC THE	150.00
40753	071F-13C-002/05.00	TOWNSHIP LAND COMPANY LLC THE	33,977.00
44529	071F-13C-002/05.01	TOWNSHIP LAND COMPANY LLC THE	124,266.00
44623	071F-13C-002/05.02	TCP BLOCK I NORTH LLC	150.00
44896	071F-13C-002/05.03	TOWNSHIP LAND COMPANY LLC THE	86,785.00
52554	071F-13C-002/05.04	TCP BLOCK I SOUTH LLC	1,056,954.00
53702	071F-13C-002/05.05	TPC BLOCK I NORTH LLC	717,973.00
40816	071F-13C-002/06.00	TOWNSHIP LAND COMPANY LLC THE	48.00
43121	071F-13C-002/07.00	SBBP LLC	31,364.00
44678	071F-13C-002/08.00	TOWNSHIP LAND COMPANY LLC THE	14.00
52127	071F-13C-002/09.00	TOWNSHIP AND COMPANY LLC THE	3,476.00
4559	071F-13C-004/01.00	HIGHLAND COLONY LAND COMPANY	541.00
44265	071F-13C-004/01.01	G & N LLC	356,809.00
4561	071F-13C-004/03.00	TOWNSHIP LAND COMPANY LLC THE	1,260.00
40751	071F-13C-004/04.00	TOWNSHIP LAND COMPANY LLC THE	35.00
40766	071F-13C-004/05.00	TOWNSHIP LAND COMPANY LLC THE	175.00
49980	071F-13C-004/06.00	TOWNSHIP LAND COMPANY LLC THE	35.00
50350	071F-13C-004/07.00	CSTD REALTY LLC	6,861.00
51223	071F-13C-004/08.00	METROPOLITAN BANK	400,364.00
44691	071F-13C-005/03.00	600 CONCOURSE LLC	1,460,291.00
41910	071F-13C-008/00.00	MCINTOSH NATHAN P	58,226.00
41911	071F-13C-009/00.00	SMITH PETER K	9,750.00
41912	071F-13C-010/00.00	BANIPAL MANJIT & HARNEK -LIFE EST-	32,882.00
41913	071F-13C-011/00.00	HERRING GABRIEL & WHITNEY	39,780.00
41914	071F-13C-012/00.00	OMARA JAMES W	36,458.00
41915	071F-13C-013/00.00	NEW NANCY W	37,337.00
41916	071F-13C-014/00.00	EVANS JOHN AUSTIN & LAURA B	42,144.00
41918	071F-13C-016/00.00	WYNN JAMES J & LANA L JACKSON	74,088.00
41919	071F-13C-017/00.00	ELLIS PAUL & TANYA	63,035.00
41921	071F-13C-019/00.00	HERRING KENNETH H	56,981.00
41922	071F-13C-020/00.00	SIMMONDS DAVID M & KIMBERLY P	46,748.00
41923	071F-13C-021/00.00	MITCHELL CLIFFORD M	40,105.00
41924	071F-13C-022/00.00	GARBO WILLIAM JR & CAROL A	47,600.00

Colony Park TIF Real Property 2019

PPIN	Parcel	Name	Assessed Total
41925	071F-13C-023/00.00	GRAHAM ERIC & LORI	43,345.00
41926	071F-13C-024/00.00	LUTZ ERNEST W	39,243.00
41927	071F-13C-025/00.00	WEEKS ERNEST S JR & STEPHANIE M	42,409.00
41928	071F-13C-026/00.00	HAVENS JOE D JR & CATHY C	42,526.00
41929	071F-13C-027/00.00	COLE AMY	80,436.00
41929	071F-13C-027/00.00	COLE AMY	
41930	071F-13C-028/00.00	GOUGH PRESTON H JR ETUX	66,380.00
41931	071F-13C-029/00.00	COLVIN RONNIE G & CYNTHIA L	33,267.00
41932	071F-13C-030/00.00	FORD DAVID R SR & TRACY S	37,575.00
41933	071F-13C-031/00.00	SCHLESSINGER SHIRLEY & LOUIS PUNEKY	60,066.00
41934	071F-13C-032/00.00	WOODBY MARK W & WENDY J	38,170.00
41935	071F-13C-033/00.00	CROSWELL WILLIAM W & RACHEL O	42,294.00
41936	071F-13C-034/00.00	KERR JAMIE	51,144.00
41937	071F-13C-035/00.00	BRAUN JOHN C & LAURIE C	35,227.00
41938	071F-13C-036/00.00	COLVIN RONNIE G & CYNTHIA L	38,901.00
41939	071F-13C-037/00.00	SULLIVAN JERRY M JR	50,987.00
41940	071F-13C-038/00.00	BUTLER WAYNE & ROBIN	37,214.00
41941	071F-13C-039/00.00	TRAVIS HUNTER	38,129.00
41942	071F-13C-040/00.00	BLOOMFIELD RONALD L & ELIZABETH M	40,755.00
41943	071F-13C-041/00.00	DILLON KIMLAN J	29,777.00
41944	071F-13C-042/00.00	MACINNIS MICHAEL S & PATRICIA DIANE	32,489.00
41945	071F-13C-043/00.00	JOHNSON MARY JOHN	32,489.00
41946	071F-13C-044/00.00	CORKERN BOBBY LEE & KATIE WASSON	31,604.00
41947	071F-13C-045/00.00	MORRIS SHANNON JEANINE	36,716.00
41948	071F-13C-046/00.00	BERRY CHARLES & MICHELE	34,361.00
41949	071F-13C-047/00.00	CARMER JON F & CYNTHIA 2002 REV TR	28,641.00
41950	071F-13C-048/00.00	GEARS CHARLES C JR & ANN MARIE	33,397.00
41951	071F-13C-049/00.00	ABDELKARIM AHMAD A	29,897.00
41952	071F-13C-050/00.00	DOTSON JOSEPH R	36,681.00
41953	071F-13C-051/00.00	TANN REBECCA NIX	43,709.00
41954	071F-13C-052/00.00	TULLOS BOBBY W & EMILY B	35,519.00
41955	071F-13C-053/00.00	PUGH REVOCABLE TRUST	50,835.00
41956	071F-13C-054/00.00	LOCKE BOBBY D JR & KATHY	52,212.00
41957	071F-13C-055/00.00	GRAHAM JANICE B	33,227.00
41958	071F-13C-056/00.00	SIMPSON JESSE W JR & JACKIE J	37,171.00
41960	071F-13C-058/00.00	HAMPTON HARRIETTE L -REVOCABLE TR-	35,920.00
41961	071F-13C-059/00.00	SIDNEY AUDREY H	30,838.00
41962	071F-13C-060/00.00	HICKS JASON B	33,497.00
41963	071F-13C-061/00.00	KERR KATHY ANN	53,088.00
41964	071F-13C-062/00.00	KERR KATHY ANN	12,000.00
41965	071F-13C-063/00.00	JEFFCOAT CAMILLE J	34,459.00
41966	071F-13C-064/00.00	BARKLEY HAROLD J JR -TR-	33,285.00
41967	071F-13C-065/00.00	ROBERTS JANIS C	38,402.00

Colony Park TIF Real Property 2019

PPIN	Parcel	Name	Assessed Total
41968	071F-13C-066/00.00	ROBINSON EMERSON BARNEY III &	37,680.00
41969	071F-13C-067/00.00	LIEN LILLIAN F	35,536.00
41970	071F-13C-068/00.00	LEWIS LARRY L & JANIS K	41,986.00
41971	071F-13C-069/00.00	SMITH DAVID L & BETTE J	37,710.00
41972	071F-13C-070/00.00	RUFFIN THOMAS JERRY & SUSAN S	39,067.00
41973	071F-13C-071/00.00	GOODE MICHAEL	39,479.00
41974	071F-13C-072/00.00	HARDIN JOHN P & CAROL D	58,515.00
41975	071F-13C-073/00.00	TOWNSHIP LAND COMPANY THE LLC	150.00
41976	071F-13C-074/00.00	TOWNSHIP LAND COMPANY THE LLC	150.00
41977	071F-13C-075/00.00	TOWNSHIP LAND COMPANY THE LLC	150.00
43324	071F-13C-077/00.00	OFERRALL MARC	36,798.00
43325	071F-13C-078/00.00	NEWCOMB JERRY & MORRIS	33,497.00
43326	071F-13C-079/00.00	DURHAM GLORIA H	28,534.00
43327	071F-13C-080/00.00	CURRIE SAM W	36,576.00
43328	071F-13C-081/00.00	LAMBUTH BRUCE W & ELISE A	33,284.00
43329	071F-13C-082/00.00	HARRISON ANDREW MACLIN & TONYA M	37,842.00
43330	071F-13C-083/00.00	RAY ROBERT & NATALIE	37,539.00
43331	071F-13C-084/00.00	WALKER PATRICK W & LISMAN	36,718.00
43332	071F-13C-085/00.00	HARRELD JOHN C	39,259.00
43333	071F-13C-086/00.00	OWEN EUGENE K & JENNY S WILKINSON	31,798.00
43334	071F-13C-087/00.00	DE LEON EMILIA AYALA & JOSE M	32,269.00
43335	071F-13C-088/00.00	NEWELL SANDRA	51,288.00
43336	071F-13C-089/00.00	BEATTIE JOY W & STEVE	31,661.00
43337	071F-13C-090/00.00	MCCARTY RICHARD D & VIDA S	34,428.00
43338	071F-13C-091/00.00	MAKAMSON RAY	45,857.00
43339	071F-13C-092/00.00	DALLAS RICHARD W & SHERRY	32,695.00
43340	071F-13C-093/00.00	HARVEY DOROTHY A	28,150.00
43341	071F-13C-094/00.00	BRUNINI ANTHONY EDMUND & CHRISTIAN	27,669.00
43342	071F-13C-095/00.00	MALVANEY DIANE M	32,004.00
43343	071F-13C-096/00.00	ESCUDE JOELL B	31,668.00
43344	071F-13C-097/00.00	TOLER KENNETH P JR & KRISTI S	37,083.00
43345	071F-13C-098/00.00	COLEMAN EUNICE A	34,216.00
43346	071F-13C-099/00.00	HAIRSTON TONYATTA T	35,511.00
43347	071F-13C-100/00.00	MEEKS RICHARD E & CHRISTA P	34,075.00
43348	071F-13C-101/00.00	GREEN TIFFANY P	33,448.00
43349	071F-13C-102/00.00	HARKINS CATHY A	39,409.00
43350	071F-13C-103/00.00	CORKERN SHEREE M	39,277.00
43351	071F-13C-104/00.00	GILBERT ROBERT D & TERRY H	28,170.00
43352	071F-13C-105/00.00	FEDERAL HOME LOAN MORTGAGE	49,173.00
43353	071F-13C-106/00.00	WATSON MATTHEW P	25,576.00
43354	071F-13C-107/00.00	MCCLINTOCK NINA	41,820.00
43355	071F-13C-108/00.00	DURAN GEORGE EDWARD	46,365.00
43356	071F-13C-109/00.00	HEUSEL LAURA D & RANDY G TACKETT	29,428.00

Colony Park TIF Real Property 2019

PPIN	Parcel	Name	Assessed Total
43357	071F-13C-110/00.00	FITCH LYNN	27,348.00
43358	071F-13C-111/00.00	WILKINS EMILY H	22,804.00
54568	071F-13C-111/01.00	WATSON ANNA HAMILTON	23,557.00
54531	071F-13C-111/02.00	PHILLIPS CHAT & CHRISTINA	23,557.00
54979	071F-13C-111/03.00	KIRBY LAMARA A	22,804.00
54927	071F-13C-111/04.00	WEEKS ANDREW Q &	22,741.00
54903	071F-13C-111/06.00	MADDUX NELL PARKER	22,804.00
54909	071F-13C-111/07.00	BARBOUR JEPTHA FOWLKES V	22,804.00
54913	071F-13C-111/08.00	HARRINGTON EMILY	27,618.00
43359	071F-13C-112/00.00	TOWNSHIP BUILDERS LLC	37,397.00
55003	071F-13C-112/02.00	CIALONE LAURA	25,009.00
54991	071F-13C-112/03.00	BHANDARI RAHUL	24,931.00
55294	071F-13C-112/04.00	MEEKS RICHARD E & CHRISTA P	37,514.00
55321	071F-13C-112/05.00	PRICE DEVON B	37,397.00
55675	071F-13C-112/06.00	TOWNSHIP BUILDERS LLC	37,397.00
43360	071F-13C-113/00.00	TOWNSHIP LAND COMPANY LLC THE	42,543.00
47817	071F-13C-113/01.00	GORDON JESSICA	46,569.00
48128	071F-13C-113/02.00	SHEFFIELD THOMAS EDGAR SR	42,543.00
48927	071F-13C-113/03.00	JOHNSON CHARLES F	28,362.00
50056	071F-13C-113/04.00	WATSON ROBERT H	42,543.00
49689	071F-13C-113/06.00	TOWNSHIP BUILDERS LLC	46,569.00
43361	071F-13C-114/00.00	KERIOTH CORPORATION	85,062.00
48794	071F-13C-114/01.00	BROWN DEANNA F	28,362.00
49721	071F-13C-114/03.00	SMITH INSURANCE AGENCY INC	42,543.00
50467	071F-13C-114/04.00	SAVAGE OLIVIA JUNE	31,046.00
51294	071F-13C-114/05.00	REED LISA B	46,569.00
43362	071F-13C-115/00.00	HCP 1115 LLC	67,057.00
43363	071F-13C-116/00.00	LAKEFRONT TOWNHOMES LTD	9,750.00
55604	071F-13C-116/01.00	HARVEY ROBERT STEVEN & JESSIE G	31,481.00
55605	071F-13C-116/02.00	GLEASON GARY J	40,665.00
55721	071F-13C-116/03.00	ALSEDEK STEVEN M	31,229.00
43364	071F-13C-117/00.00	SLOAN MEREDITH E	26,454.00
43365	071F-13C-118/00.00	RICHARDSON JESSICA	29,387.00
47832	071F-13C-119/00.00	DESAI SUNIL & RASHMIKABEN S	29,329.00
47833	071F-13C-120/00.00	CARPENTER JAMES O	29,329.00
47834	071F-13C-121/00.00	PULLIAM PRISCILLA E	44,081.00
52691	071F-13C-122/00.00	ADAMS RICHARD L & AMY W	34,464.00
52789	071F-13C-123/00.00	SWIATLO EDWIN & ANDREA REV TRUST	28,772.00
49988	071F-13C-125/00.00	AKC PROPERTIES LLC	21,996.00
50777	071F-13C-126/00.00	AKC PROPERTIES LLC	21,996.00
50778	071F-13C-127/00.00	AKC PROPERTIES LLC	21,996.00
50779	071F-13C-128/00.00	TOWNSHIP LAND COMPANY LLC THE	21,996.00
50780	071F-13C-129/00.00	CAJBP LLC	21,996.00

Colony Park TIF Real Property 2019

PPIN	Parcel	Name	Assessed Total
50781	071F-13C-130/00.00	CAJBP LLC	21,996.00
50782	071F-13C-131/00.00	CAJBP LLC	21,996.00
50783	071F-13C-132/00.00	CAJBP LLC	21,996.00
50784	071F-13C-133/00.00	MORGAN SUSAN MARGARET	14,400.00
50785	071F-13C-134/00.00	TOWNSHIP LAND COMPANY LLC THE	21,600.00
50786	071F-13C-135/00.00	TOWNSHIP LAND COMPANY LLC THE	21,600.00
50787	071F-13C-136/00.00	WALKER THOMAS A & ROSALYNN C	14,400.00
50788	071F-13C-137/00.00	TOWNSHIP LAND COMPANY LLC THE	21,600.00
50789	071F-13C-138/00.00	THORNTON ROBERT L & SUE P -LIFE EST	14,400.00
50790	071F-13C-139/00.00	ADAMS RICHARD LEE & AMY WALLACE	14,400.00
50791	071F-13C-140/00.00	EDWARDS SHAWN S	24,000.00
50254	071F-13C-141/00.00	BOOZ GEORGE W	24,000.00
50792	071F-13C-142/00.00	PUCKETT BENJAMIN TODD SR	21,600.00
50793	071F-13C-143/00.00	NATIONS DONN B	36,000.00
50794	071F-13C-144/00.00	TOWNSHIP LAND COMPANY LLC THE	21,600.00
50795	071F-13C-145/00.00	TOWNSHIP LAND COMPANY LLC THE	21,600.00
50796	071F-13C-146/00.00	TOWNSHIP LAND COMPANY LLC THE	21,600.00
50797	071F-13C-147/00.00	ROWLETT LARRY	21,600.00
50011	071F-13C-148/00.00	HARRISON MICHAEL & SHELLEY	24,000.00
4567	071F-13D-001/01.00	HIGHLAND COLONY LAND COMPANY	368.00
4569	071F-13D-002/00.00	HIGHLAND COLONY LAND COMPANY	1,016.00
51428	071F-13D-002/01.00	HIGHLAND COLONY LAND COMPANY	26,250.00
4571	071F-13D-006/00.00	HIGHLAND COLONY LAND COMPANY	476.00
4573	071F-13D-008/00.00	HIGHLAND COLONY LAND COMPANY	621.00
5399	071F-24A-002/00.00	200 RENAISSANCE LLC	7,522,001.00
44911	071F-24A-002/01.00	100 RENAISSANCE LLC	904,578.00
46491	071F-24A-002/02.00	RENAISSANCE AT COLONY PARK LLC	343,118.00
46490	071F-24A-002/03.00	300 RENAISSANCE LLC	4,770,670.00
5413	071F-24A-013/02.01	BANCORPSOUTH BANK	270,605.00
5416	071F-24A-014/02.00	TRUSTMARK NATIONAL BANK	429,062.00
5417	071F-24A-014/03.00	HCP DEVELOPMENT LLC	48,351.00
5421	071F-24A-017/00.00	300 CONCOURSE LLC	82,857.00
5422	071F-24A-018/01.00	HIGHLAND COLONY LAND COMPANY	150.00
5425	071F-24A-019/00.00	HCP 1051 LLC	171,779.00
5426	071F-24A-023/01.00	HIGHLAND COLONY LAND COMPANY	52.00
44705	071F-24A-023/03.00	FEI BUILDING LLC	396,030.00
47643	071F-24A-023/04.00	WELLS MARBLE & HURST PLLC	398,024.00
47665	071F-24A-023/05.00	MISSISSIPPI NATIONAL BANKERS	166,738.00
49439	071F-24A-023/06.00	GLACIER HOLDINGS LLC	116,883.00
5429	071F-24A-025/00.00	200 RENAISSANCE LLC	150.00
47789	071F-24A-025/02.00	MADISON LODGING LLC ETAL	1,414,431.00
41417	071F-24B-004/04.00	CSTD REALTY LLC	691,591.00
52253	071F-24B-004/05.00	CSTD REALTY LLC	150.00

Colony Park TIF Real Property 2019

PPIN	Parcel	Name	Assessed Total
5505	071F-24B-007/00.00	TOWNSHIP LAND COMPANY LLC THE	267.00
40769	071F-24B-007/01.00	TOWNSHIP LAND COMPANY THE LLC	77.00
44677	071F-24B-007/02.00	TOWNSHIP LAND COMPANY LLC THE	28,218.00
48148	071F-24B-007/03.00	RIDGELAND HOTEL PARTNERS LLC	2,040,105.00
49981	071F-24B-007/05.00	TOWNSHIP LAND COMPANY LLC THE	30.00
50231	071F-24B-007/06.00	TOWNSHIP HOSPITALITY PARTNERS LLC	709,677.00
51328	071F-24B-007/07.00	HCP 1065-1067 LLC	386,050.00
51501	071F-24B-007/08.00	COMMUNITY TRUST BANK	247,145.00
51649	071F-24B-007/09.00	COMMUNITY TRUST BANK	6,665.00
52123	071F-24B-007/10.00	TOWNSHIP HOTEL GROUP LLC	731,452.00
53185	071F-24B-007/11.00	TAV 141 LLC	761,330.00
5507	071F-24B-009/00.00	RIDGELAND HOTEL GROUP LLC	57,239.00
5510	071F-24B-011/02.00	TOWNSHIP LAND COMPANY LLC THE	35.00
40767	071F-24B-011/03.00	TOWNSHIP LAND COMPANY LLC THE	260,209.00
40752	071F-24B-011/04.00	TOWNSHIP LAND COMPANY THE LLC	353.00
40768	071F-24B-011/05.00	SHI TOWNSHIP LLC	1,155,063.00
49569	071F-24B-011/06.00	MMQN HOLDINGS LLC	66,292.00
49982	071F-24B-011/07.00	TOWNSHIP LAND COMPANY LLC THE	71.00
50111	071F-24B-011/08.00	MCCRANEY MONTAGENT & QUIN PLLC	66,292.00
52252	071F-24B-011/09.00	TOWNSHIP LAND COMPANY LLC THE	150.00
5554	071F-24B-053/00.00	CENTURY CONSTRUCTION GROUP INC	826,979.00
5560	071F-24C-005/00.00	RENAISSANCE AT COLONY PARK LLC	50,700.00
5631	071F-24D-021/00.00	RENAISSANCE AT COLONY PARK LLC	12,207,978.00
5631	071F-24D-021/00.00	RENAISSANCE AT COLONY PARK LLC	
48203	071F-24D-021/01.00	BANKPLUS	254,885.00
50138	071F-24D-021/03.00	ETHAN ALLEN RETAIL INC	386,415.00
50139	071F-24D-021/04.00	RENAISSANCE AT COLONY PARK LLC	362,389.00
49388	071F-24D-022/03.00	RENAISSANCE AT COLONY PARK LLC	369,509.00
		Total Real Property	**50,113,657.00**

Colony Park TIF Personal Property 2019

PPIN	Name	St#	St Name	Assessed Total
509	TRADITIONAL JEWELERS	1000	HIGHLAND COLONY PARKWAY	12,570.00
1285	BERGLAND WEALTH MANAGEMENT	1000	HIGHLAND COLONY PARKWAY	1,610.00
1461	WILLIAMS-SONOMA #603	1000	HIGHLAND COLONY PARKWAY	110,840.00
1476	LEE MICHAEL'S FINE JEWELRY	940	HIGHLAND COLONY PARKWAY	373,230.00
1623	FIRST HERITAGE CREDIT LLC	605	CRESCENT BLVD	43,820.00
1678	H. C. BAILEY CO	1022	HIGHLAND COLONY PARKWAY	12,370.00
1860	CARR, RIGGS & INGRAM LLC	400	PARKWAY PLACE	65,220.00
1915	ABBOTT LABORATORIES,INC.	0		160.00
2103	*MISS STATE MEDICAL ASSOCIATION*	*408*	*PARKWAY PLACE*	*25,790.00*
2158	CHARLES N WHITE CONSTRUCTION CO.	613	CRESCENT CIRCLE	43,470.00
2217	BENEFIT ADMIN SERVICES, LTD BAS	613	CRESCENT CIRCLE	8,690.00
2611	COPELAND COOK TAYLOR BUSH PA	1076	HIGHLAND COLONY PARKWAY	22,910.00
2927	AFLAC-STATE OFFICE	601	CRESCENT BLVD	19,770.00
3218	FNBB SERVICES CORP	300	CONCOURSE BLVD	2,030.00
3296	OSWEGO JEWELERS	1000	HIGHLAND COLONY PARKWAY	67,650.00
3298	ANGIE'S	1000	HIGHLAND COLONY PARKWAY	19,360.00
3327	SOLLBERGER WATCHES CLOCKS & JEWELRY	1111	HIGHLAND COLONY PARKWAY	91,930.00
3389	FUSION COFFEHOUSE	1111	HIGHLAND COLONY PARKWAY	3,690.00
3771	EQUITY FINANCIAL SERVICE LLC	605	CRESCENT BLVD	450.00
3803	STATE BANK & TRUST - ADMIN OFFICE HCPW	618	CRESCENT BLVD	25,810.00
3893	NOGGINS	140	TOWNSHIP AVE	9,770.00
4304	MALOUF ROBERT	601	CRESCENT BLVD	160.00
4312	BARBOUR JEPTHA F IV	601	CRESCENT BLVD	950.00
4448	MORGAN STANLEY SMITH BARNEY FINANCING	1018	HIGHLAND COLONY PARKWAY	26,220.00
4648	DAVID NUTT & ASSOCIATES, PC	605	CRESCENT BLVD	61,370.00
4696	TELLUS OPERATING GROUP LLC	602	CRESCENT PLACE	31,460.00
5057	STEPHENS INC	140	TOWNSHIP AVE	19,400.00
5228	SOULSHINE PIZZA	1111	HIGHLAND COLONY PARKWAY	17,020.00
5235	SUMMERHOUSE LLC	1109	HIGHLAND COLONY PARKWAY	168,540.00
5235	SUMMERHOUSE LLC	1109	HIGHLAND COLONY PARKWAY	
5303	MERRILL LYNCH PIERCE, FENNER, & SMITH	1022	HIGHLAND COLONY PARKWAY	10,290.00
5369	DIVA DOG	1109	HIGHLAND COLONY PARKWAY	11,460.00
5473	*SMILE STUDIO*	*407*	*PARKWAY PLACE*	*12,140.00*
5630	ROBERTS BRIDGES & BOYDSTON PLLC	618	CRESCENT BLVD	2,660.00
5640	WELLS, MARBLE & HURST, PLLC	300	CONCOURSE BLVD	45,370.00
5656	BIAGGIS RISTORANTE ITALIANO	970	HIGHLAND COLONY PARKWAY	44,440.00
5687	CARTER LOUISE ANTIQUES	1107	HIGHLAND COLONY PARKWAY	24,150.00
5696	P F CHANGS CHINA BISTRO	910	HIGHLAND COLONY PARKWAY	57,220.00
5744	FARESE GROUP, THE	140	TOWNSHIP AVE STE 222	12,710.00
5765	HUB INTERNAIONAL GULF SOUTH	300	CONCOURSE BLVD	214,310.00
5862	TRUSTMARK BANK/HCPW BRANCH	1029	HIGHLAND COLONY PARKWAY	74,580.00
5907	SMITH LAW FIRM, THE	300	CONCOURSE BLVD	5,870.00
5970	CELLULAR SOUTH INC (MS1174)	1018	HIGHLAND COLONY PARKWAY	6,310.00

Colony Park TIF Personal Property 2019

PPIN	Name	St#	St Name	Assessed Total
5984	TELEPAK NETWORKS INC	1018	HIGHLAND COLONY PARKWAY	270,380.00
5995	TELAPEX INC	1018	HIGHLAND COLONY PARKWAY	18,410.00
6016	CELLULAR SOUTH INC	1018	HIGHLAND COLONY PARKWAY	1,948,000.00
6047	CISCO SYSTEMS INC	1022	HIGHLAND COLONY PARKWAY	51,110.00
6212	G. TODD BURWELL, P.A.	618	CRESCENT BLVD	900.00
6321	METROPOLITAN BANK (NOW RENASANT BANK)	1069	HIGHLAND COLONY PARKWAY	106,050.00
6345	LIBBY STORY INC	1000	HIGHLAND COLONY PARKWAY	6,890.00
6349	LUCKY BRAND #2605	1000	HIGHLAND COLONY PARKWAY	16,490.00
6357	MATERIAL GIRLS LLC	1000	HIGHLAND COLONY PARKWAY	16,540.00
6358	HALLMARK CARDS, AMY'S #207	1000	HIGHLAND COLONY PARKWAY	29,640.00
6359	HYATT PLACE	1016	HIGHLAND COLONY PARKWAY	78,490.00
6360	BANCORP SOUTH RC-836	1049	HIGHLAND COLONY PARKWAY	23,120.00
6361	RUTH'S CHRIS STEAK HOUSE	1000	HIGHLAND COLONY PARKWAY	46,960.00
6362	SMOOTHIE KING SUITE-8004	1000	HIGHLAND COLONY PARKWAY	3,320.00
6376	TALBOT'S #1169	1000	HIGHLAND COLONY PARKWAY	22,160.00
6378	NEEL-SCHAFFER, INC.	1022	HIGHLAND COLONY PARKWAY	15,100.00
6387	EMBASSY SUITES RIDGELAND	200	TOWNSHIP PLACE	215,810.00
6409	BANKPLUS/RENAISSANCE BRANCH	1010	HIGHLAND COLONY PARKWAY	30,810.00
6411	FACES PLLC	1111	HIGHLAND COLONY PARKWAY	49,730.00
6513	APPLE STORE	1000	HIGHLAND COLONY PARKWAY	430,500.00
6514	J CREW	1000	HIGHLAND COLONY PARKWAY	43,760.00
6530	WHITE HOUSE/BLACK MARKET # 3376	1000	HIGHLAND COLONY PARKWAY	23,410.00
6532	BARNES & NOBLE #2318	1000	HIGHLAND COLONY PARKWAY	242,250.00
6535	CHICO'S #708	1000	HIGHLAND COLONY PARKWAY	20,840.00
6537	SLEEPSTORE BY MISKELLY,LLC	1000	HIGHLAND COLONY PARKWAY	14,600.00
6554	C SPIRE WIRELESS	1000	HIGHLAND COLONY PARKWAY	71,180.00
6558	FRANCESCA'S COLLECTIONS	1000	HIGHLAND COLONY PARKWAY	8,550.00
6559	RED SQUARE CLOTHING CO	1000	HIGHLAND COLONY PARKWAY	29,240.00
6562	J JILL 3284	1000	HIGHLAND COLONY PARKWAY	22,120.00
6563	SOLSTICE SUNGLASS BOUTIQUE	1000	HIGHLAND COLONY PARKWAY	24,390.00
6564	JUSTICE FOR GIRLS #1152	1000	HIGHLAND COLONY PARKWAY	14,700.00
6565	RENAISSANCE AT COLONY PARK	1000	HIGHLAND COLONY PARKWAY	12,920.00
6625	ANJOU RESTAURANT	361	TOWNSHIP AVE	16,710.00
6668	TOM SMITH LAND AND HOMES	601	CRESCENT BLVD	3,260.00
6671	ANN TAYLOR LOFT #1660	1000	HIGHLAND COLONY PARKWAY	34,060.00
6674	ETHAN ALLEN	1000	HIGHLAND COLONY PARKWAY	101,860.00
6693	MERLE NORMAN	1000	HIGHLAND COLONY PARKWAY	11,560.00
6695	ANTHROPOLOGIE	1000	HIGHLAND COLONY PARKWAY	55,380.00
6704	CELLULAR SOUTH REAL ESTATE (MS1174)	1018	HIGHLAND COLONY PARKWAY	260.00
6791	FRESH MARKET THE	1000	HIGHLAND COLONY PARKWAY	267,100.00
6940	HORNE LLP	1020	HIGHLAND COLONY PARKWAY	387,960.00
6988	SCOTTRADE, INC	1000	HIGHLAND COLONY PARKWAY	1,650.00
7053	BARNETTS SALON	1000	HIGHLAND COLONY PARKWAY	9,020.00

Colony Park TIF Personal Property 2019

PPIN	Name	St#	St Name	Assessed Total
7057	BUTLER,SNOW,OMARA,STEVENS,CANNADA,PLLC	1020	HIGHLAND COLONY PARKWAY	357,750.00
7061	KERIOTH CORPORATION	361	TOWNSHIP AVE	23,560.00
7083	VINTAGE WINE MARKET	1000	HIGHLAND COLONY PARKWAY	38,370.00
7140	AQUA DAY SPA	1000	HIGHLAND COLONY PARKWAY	31,090.00
7178	TAGGART RIMES AND GRAHAM PLLC	1022	HIGHLAND COLONY PARKWAY	6,440.00
7198	REGIONS BRANCH & EXEC OFFICES	1020	HIGHLAND COLONY PARKWAY	138,870.00
7210	CHARMING CHARLIE #25	1000	HIGHLAND COLONY PARKWAY	30,410.00
7243	COWBOYS KITCHENS	1107	HIGHLAND COLONY PARKWAY	43,920.00
7278	FIVE GUYS	1000	HIGHLAND COLONY PARKWAY	9,050.00
7304	MCCRANEY MONTAGNET & QUIN PLLC	602	STEED RD	12,790.00
7305	CALISTOGA WINE & SPIRITS	1109	HIGHLAND COLONY PARKWAY	75,670.00
7369	BANKPLUS ATM / RENAISSANCE	1000	HIGHLAND COLONY PARKWAY	3,240.00
7376	GENERAL NUTRITION CENTER #266	1000	HIGHLAND COLONY PARKWAY	9,850.00
7406	MILLIE D'S FROZEN YOGURT	140	TOWNSHIP AVE	7,150.00
7413	THE CLUB AT TOWNSHIP-TENNIS/FITNESS CNTR	151	SOUTHLAKE AVE	96,140.00
7458	SEPHORA USA, INC #620	1000	HIGHLAND COLONY PARKWAY	189,410.00
7460	CRAWFORD EYE CARE	301	NORTHLAKE AVE	27,870.00
7463	SAND DOLLAR LIFESTYLES #14	1000	HIGHLAND COLONY PARKWAY	63,230.00
7464	ORIGIN BANK	1063	HIGHLAND COLONY PARKWAY	37,280.00
7565	BLAKE AT TOWNSHIP	402	PARKWAY PLACE	45,550.00
7581	LOCAL 463	1000	HIGHLAND COLONY PARKWAY	16,400.00
7603	JOLLY ORTHODONTICS	1000	HIGHLAND COLONY PARKWAY	9,890.00
7606	STEPHENS INSURANCE LLC	140	TOWNSHIP AVE	1,610.00
7648	STIFEL NICOLAUS & CO. INC.	300	CONCOURSE BLVD	5,210.00
7672	AFLAC BROKERAGE DIVISION	601	CRESCENT BLVD	1,560.00
7674	ARCO AVENUE	1107	HIGHLAND COLONY PARKWAY	9,860.00
7676	SUBWAY/C-SPIRE	1018	HIGHLAND COLONY PARKWAY	4,710.00
7688	HIGHLAND COLONY LAND COMPANY LLC	0	MONUMENT TOWER	33,930.00
7701	ROOM SERVICE	1020	HIGHLAND COLONY PARKWAY	3,080.00
7722	PURE BARRE	1051	HIGHLAND COLONY PARKWAY	5,120.00
7803	ENDODONTIC ASSOCIATES	301	NORTHLAKE AVE	12,170.00
7805	TRUSTCARE HEALTH-HCPW	1051	HIGHLAND COLONY PARKWAY	25,640.00
7815	NEWKS EXPRESS CAFE/TOWNSHIP	1065	HIGHLAND COLONY PARKWAY	54,220.00
7821	ANOTHER BROKEN EGG CAFE	1000	HIGHLAND COLONY PARKWAY	15,890.00
7880	SOMA #5289	1000	HIGHLAND COLONY PARKWAY	19,970.00
7881	H C BAILEY-RENAISSANCE-SECURITY	1020	HIGHLAND COLONY PARKWAY	2,570.00
7898	ALTAR'D STATE	1000	HIGHLAND COLONY PARKWAY	46,640.00
7929	300 RENAISSANCE LLC / BUILDING	1018	HIGHLAND COLONY PARKWAY	9,590.00
7998	BROOKS BROTHERS #6133	1000	HIGHLAND COLONY PARKWAY	96,520.00
8003	MAJESTIC BURGER	1067	HIGHLAND COLONY PARKWAY	17,620.00
8006	VERIZON WIRELESS	1000	HIGHLAND COLONY PARKWAY	550.00
8018	BELLA CHES	1000	HIGHLAND COLONY PARKWAY	80,060.00
8021	ROCKY MOUNTAIN CHOCOLATE FACTORY	1065	HIGHLAND COLONY PARKWAY	8,200.00

Colony Park TIF Personal Property 2019

PPIN	Name	St#	St Name	Assessed Total
8051	ADAMS AND REESE LLP	1018	HIGHLAND COLONY PARKWAY	40,000.00
8060	AKAMAI TECHNOLOGIES, INC	1018	HIGHLAND COLONY PARKWAY	530.00
8063	SOMBRA MEXICAN KITCHEN	140	TOWNSHIP AVE	46,080.00
8078	FNBB	300	CONCOURSE BLVD	17,460.00
8114	HEMLINE	140	TOWNSHIP AVE	5,740.00
8115	GREEN OAK FLORIST	1067	HIGHLAND COLONY PARKWAY	4,450.00
8154	CREMA DESIGNS	1107	HIGHLAND COLONY PARKWAY	830.00
8290	WALKER LANDS, LLC	1020	HIGHLAND COLONY PARKWAY	7,150.00
8384	RENAISSANCE ADVISORS	602	STEED RD	500.00
8428	C H ROBINSON COMPANY, INC	1020	HIGHLAND COLONY PARKWAY	37,680.00
8468	STATE FARM MUTUAL AUTO INSURANCE	1107	HIGHLAND COLONY PARKWAY	13,450.00
8574	MASS MUTUAL FINANCIAL	1020	HIGHLAND COLONY PARKWAY	20,560.00
8577	REGIONS INSURANCE---3RD FLOOR	1020	HIGHLAND COLONY PARKWAY	17,460.00
8583	SMEC LLC	201	NORTHLAKE AVE	4,700.00
8596	AEROTEK INC	201	NORTHLAKE AVE	12,360.00
8597	SPRINGHILL SUITES BY MARRIOTT	121	SOUTHTOWNE AVENUE	79,660.00
8640	REGIONS INSURANCE---8TH FLOOR	1020	HIGHLAND COLONY PARKWAY	12,710.00
8651	FCCI SERVICES INC	1020	HIGHLAND COLONY PARKWAY	53,650.00
8680	BANK OF AMERICA,NA-MS8-022	1022	HIGHLAND COLONY PARKWAY	3,700.00
8692	FUJITSU NETWORK COMMUNICATIONS INC	1018	HIGHLAND COLONY PARKWAY	800.00
8739	FIRST HERITAGE CREDIT OF MS	600	CRESCENT BLVD	12,730.00
8809	TOWNPLACE SUITES RIDGEAND	310	SOUTHLAKE AVE	162,160.00
8810	GINGERSNAPS LLC	1000	HIGHLAND COLONY PARKWAY	18,570.00
8828	HEADACHE CENTER	1000	HIGHLAND COLONY PARKWAY	8,880.00
8851	ORVIS COMPANY INC	1000	HIGHLAND COLONY PARKWAY	63,260.00
8901	YOUNG WILLIAMS,PC	141	TOWNSHIP AVE	130,970.00
8980	FREE PEOPLE LLC	1000	HIGHLAND COLONY PARKWAY	17,470.00
9109	FROLIC BOUTIQUE - **2018 TAXES**	140	TOWNSHIP AVE	6,400.00
9109	FROLIC BOUTIQUE	140	TOWNSHIP AVE	6,830.00
9158	WAKEFIELD, CAROLYN RAY CPA	618	CRESCENT BLVD	520.00
9165	REGUS MANAGEMENT GROUP LLC	1000	HIGHLAND COLONY PARKWAY	28,550.00
9167	J OLIVE CO	141	TOWNSHIP AVE	3,320.00
9173	STARBUCKS CORPORATION	990	HIGHLAND COLONY PARKWAY	22,470.00
9176	ALLURE PLASTICS	1000	HIGHLAND COLONY PARKWAY	54,650.00
9204	SEAFOOD R'EVOLUTION	1000	HIGHLAND COLONY PARKWAY	169,000.00
9217	NOKIA OF AMERICA CORP	1018	HIGHLAND COLONY PARKWAY	13,200.00
9233	ZURICH AMERICA INSURANCE CO	1020	HIGHLAND COLONY PARKWAY	21,550.00
9294	WELLS FARGO ADVISORS	1020	HIGHLAND COLONY PARKWAY	49,640.00
9316	SPORTIQUE	141	TOWNSHIP AVE	11,270.00
9329	HI COMP	618	CRESCENT BLVD	4,400.00
9333	R G SOLUTIONS,LLC	1107	HIGHLAND COLONY PARKWAY	53,460.00
9385	SUPER SHAKES	141	TOWNSHIP AVE	13,530.00
9399	PRIORITY ONE BANK	201	NORTHLAKE AVE	26,350.00

Colony Park TIF Personal Property 2019

PPIN	Name	St#	St Name	Assessed Total
9468	FRED G. RAY CPA	618	CRESCENT BLVD	420.00
9564	OXFORD RISK MANAGEMENT GROUP	602	STEED RD	1,460.00
9568	DUNBAR LAW OFFICE PC	300	CONCOURSE BLVD	1,360.00
9569	MITCHELL DAY LAW FIRM, PLLC	618	CRESCENT BLVD	1,960.00
9570	CARROLL BUFKIN ATTORNEYS	140	TOWNSHIP AVE	4,140.00
9572	FIRST COMMERCIAL BANK	1076	HIGHLAND COLONY PARKWAY	22,980.00
9573	ERIC DILLON LAW FIRM	1076	HIGHLAND COLONY PARKWAY	70.00
9574	GLACIER HOLDINGS LLC	300	CONCOURSE BLVD	6,090.00
9575	THE LITTLE GYM	1000	HIGHLAND COLONY PARKWAY	4,020.00
9576	L' OCCITANE EN PROVENCE	1000	HIGHLAND COLONY PARKWAY	4,690.00
9748	STATE FARM MUTUAL AUTOMOBILE CO.	1111	HIGHLAND COLONY PARKWAY	990.00
9882	PANERA BREAD	1000	HIGHLAND COLONY PARKWAY	70,740.00
9912	TRUSTCARE HEART	1067	HIGHLAND COLONY PARKWAY	21,650.00
10224	*MISS PHYSCIAN HEALTH PROGRAM*	*408*	*PARKWAY PLACE*	*2,110.00*
10458	SOFT SURROUNDINGS	1000	HIGHLAND COLONY PARKWAY	74,340.00
10477	RESULTS PHYSIOTHERAPY	1000	HIGHLAND COLONY PARKWAY	10,810.00
10504	ALTERATIONS BY TAILOR KIM	1000	HIGHLAND COLONY PARKWAY	3,260.00
10505	*INTERNET CONTENT MANAGEMENT INC*	*407*	*PARKWAY PLACE*	*2,640.00*
10557	CORNERSTONE HOME LENDING	201	NORTHLAKE AVE	400.00
10558	TRUSTCARE OFFICES-NORTHLAKE AVE	201	NORTHLAKE AVE	4,400.00
10584	NOBLE BARBER	1065	HIGHLAND COLONY PARKWAY	4,640.00
10585	MINDFUL THERAPY	1000	HIGHLAND COLONY PARKWAY	390.00
10586	ROW 10	1107	HIGHLAND COLONY PARKWAY	5,350.00
10590	PITA PIT	141	TOWNSHIP AVE	11,600.00
10594	MANIS AND PEDIS	1051	HIGHLAND COLONY PARKWAY	12,550.00
10609	THE MITCHELL FIRM, PLLC	1020	HIGHLAND COLONY PARKWAY	1,580.00
10637	BRUCE SARTIN	1020	HIGHLAND COLONY PARKWAY	380.00
10638	DOUG HARDY	1020	HIGHLAND COLONY PARKWAY	150.00
10639	GERALD SARTIN	1020	HIGHLAND COLONY PARKWAY	220.00
10653	SEVENTH KNIGHT	1022	HIGHLAND COLONY PARKWAY	13,980.00
10808	*THE PRUDENTIAL INSURANCE CO OF AMERICA*	*409*	*PARKWAY PLACE*	*36,510.00*
10846	EASTGROUP PROPERTIES	400	PARKWAY PLACE	42,200.00
10946	JACKSON LAW FIRM PLLC	1000	HIGHLAND COLONY PARKWAY	350.00
10955	SAVER EXPRESS PHARMACY	1057	HIGHLAND COLONY	49,900.00
10964	THE LANDING	1000	HIGHLAND COLONY STE 5008	10,800.00
11007	OLDE TYME COMMISSARY/INSIDE OUT	1000	HIGHLAND COLONY	34,670.00
	Should not be included in TIF			-79,190.00
	Total Personal Property			**$9,996,870.00**

ILLUSTRATION SHOWING DEVELOPED AND UNDEVELOPED PORTIONS OF THE REDEVELOPMENT PROJECT SITES

APPENDIX D – ASSESSMENT CERTIFICATE

APPENDIX E – DIVERSION CERTIFICATION

APPENDIX F – CONTINUING DISCLOSURE CERTIFICATE

CONTINUING DISCLOSURE CERTIFICATE FOR THE SERIES 2020 BONDS

This Continuing Disclosure Certificate (this "**Disclosure Agreement**") is executed and delivered by the City of Ridgeland, Mississippi (the "**Issuer**") in connection with the execution and delivery of The $_____* City of Ridgeland, Mississippi Tax Increment Limited Obligation Refunding Bonds, Series 2020A (Colony Park Project) (the "**Series 2020A Bonds**"), the $_____* City of Ridgeland, Mississippi Taxable Tax Increment Limited Obligation Refunding Bonds, Series 2020B (Colony Park Project) (the "**Series 2020B Bonds**") and the $_____* City of Ridgeland, Mississippi Taxable Tax Increment Limited Obligation Bonds, Series 2020C (Colony Park Project) (the "**Series 2020C Bonds**" and together with the Series 2020A Bonds and the Series 2020B Bonds, the "**Series 2020 Bonds**"). The Series 2019 Bonds are being executed and delivered pursuant to resolutions adopted by the Mayor and Board of Aldermen (the "**Governing Body**") of the Issuer on _____ (collectively, the "**Resolution**"). The Issuer covenants and agrees as follows:

SECTION 1. Purpose of this Disclosure Agreement. This Disclosure Certificate is being executed and delivered by the Issuer for the benefit of the holders and beneficial owners of the Bonds and in order to assist the Participating Underwriter in complying with Rule 15c2-12(b)(5) of the Securities and Exchange Commission (the "SEC").

SECTION 2. Definitions. In addition to the definitions set forth in the Resolution, which apply to any capitalized term used in this Disclosure Agreement unless otherwise defined herein, the following capitalized terms shall have the following meanings:

"**Annual Report**" shall mean any Annual Report provided by the Issuer pursuant to, and as described in, Sections 3 and 4 of this Disclosure Certificate.

"**Dissemination Agent**" shall mean any Dissemination Agent designated in writing by the Issuer and which has filed with the Issuer a written acceptance of such designation.

"**Listed Events**" shall mean any of the events listed in Section 5 of this Disclosure Certificate.

"**MSRB**" shall mean the Municipal Securities Rulemaking Board. As of the date hereof, the MSRB's required method of filing is electronically via its Electronic Municipal Market Access (EMMA) system, which is currently available at http://emma.msrb.org.

"**Official Statement**" means the final Official Statement prepared in connection with the Bonds.

"**Participating Underwriter**" shall mean the original underwriter of the Bonds required to comply with the Rule in connection with an offering of the Bonds.

"**Rule**" shall mean Rule 15c2-12(b)(5) adopted by the SEC under the Securities Exchange Act of 1934, as in effect on the date of this Disclosure Certificate.

SECTION 3. Provision of Annual Reports.

(a) The Issuer shall, or shall cause the Dissemination Agent to, not later than twelve (12) months following the end of the Issuer's fiscal year ending September 30, 2019, provide to the MSRB (in an electronic format as prescribed by the MSRB), an Annual Report which is consistent with the requirements of Section 4 of this Disclosure Certificate. Not later than five (5) business days prior to said date, the Issuer shall provide the Annual Report to the Dissemination Agent (if other than the Issuer). The Annual Report may be submitted as a single document or as separate documents comprising a package and may cross-reference other information as provided in Section 4 of this Disclosure Certificate; provided that the audited financial statements of the Issuer may be submitted separately from the balance of the Annual Report. The information to be updated may be reported in any format chosen by the Issuer; it is not required that the format reflected in the Official Statement be used in future years.

(b) If the Issuer is unable to provide to the MSRB an Annual Report by the date required in subsection (a), the Issuer shall file or cause to be filed with the MSRB a notice in substantially the form attached to this Disclosure Certificate as Exhibit "A," or in another form determined by the Issuer.

SECTION 4. **Content of Annual Reports**. The Issuer's Annual Report shall contain or incorporate by reference the following:

(a) A copy of its annual financial statements, if any, prepared in accordance with generally accepted accounting principles audited by a firm of certified public accountants. If audited annual financial statements are not available by the time specified in Section 3(a) above, audited financial statements will be provided when and if available.

(b) An update of the type of information identified in Exhibit "B" hereto, which is contained in the tables in the Official Statement with respect to the Bonds.

Any or all of the items listed above may be incorporated by reference from other documents (including official statements), which are available to the public on the MSRB's Internet Web Site or filed with the SEC. The Issuer shall clearly identify each such document incorporated by reference.

SECTION 5. **Reporting of Listed Events**. The Issuer shall file or cause to be filed with the MSRB, in a timely manner not in excess of ten business days after the occurrence of the event, notice of any of the events listed below with respect to the Bonds. All of the events currently mandated by the Rule are listed below; however, some may not apply to the Bonds.

(1) Principal and interest payment delinquencies;

(2) Non-payment related defaults, *if material*;

(3) Unscheduled draws on debt service reserves reflecting financial difficulties;

(4) Unscheduled draws on credit enhancements reflecting financial difficulties;

(5) Substitution of credit or liquidity providers or their failure to perform;

(6) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds;

(7) Modifications to rights of bondholders, *if material*;

(8) Bond calls, *if material*, and tender offers;

(9) Defeasances;

(10) Release, substitution or sale of property securing repayment of the Bonds, *if material;*

(11) Rating changes;

(12) Bankruptcy, insolvency, receivership or similar event of the obligated person;[8]

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[8] For the purposes of the event identified in subparagraph (b)(5)(i)(C)(12) of the Rule, the event is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for an obligated person in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the obligated person, or if such jurisdiction has been assumed by leaving the existing governing body and official or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of

(13) The consummation of a merger, consolidation, or acquisition involving an obligated person or the sale of all or substantially all of the assets of the obligated person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, *if material*;

(14) Appointment of a successor or additional trustee or the change of name of a trustee, *if material*;

(15) Incurrence of a financial obligation[9] of the obligated person, *if material*, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a financial obligation of the Issuer, any of which affect security holders, *if material*; and

(16) Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a financial obligation[2] of the obligated person, any of which reflect financial difficulties.

SECTION 6. Format; Identifying Information. All documents provided to the MSRB pursuant to this Disclosure Certificate shall be in the format prescribed by the MSRB and accompanied by identifying information as prescribed by the MSRB.

As of the date of this Disclosure Certificate, all documents submitted to the MSRB must be in portable document format (PDF) files configured to permit documents to be saved, viewed, printed and retransmitted by electronic means. In addition, such PDF files must be word-searchable, provided that diagrams, images and other non-textual elements are not required to be word-searchable.

SECTION 7. Termination of Reporting Obligation. The Issuer's obligations under this Disclosure Certificate shall terminate upon the earliest of: (i) the date of legal defeasance, prior redemption or payment in full of all of the Bonds; (ii) the date that the Issuer shall no longer constitute an "obligated person" within the meaning of the Rule; or (iii) the date on which those portions of the Rule which require this written undertaking are held to be invalid by a court of competent jurisdiction in a non-appealable action, have been repealed retroactively or otherwise do not apply to the Bonds.

SECTION 8. Dissemination Agent.

(a) The Issuer may, from time to time, appoint or engage a Dissemination Agent to assist the Issuer in carrying out its obligations under this Disclosure Certificate, and may discharge any such Dissemination Agent, with or without appointing a successor Dissemination Agent. If the Issuer elects not to appoint a successor Dissemination Agent, it shall perform the duties thereof under this Disclosure Certificate. The Dissemination Agency shall have only such duties as are specifically set forth in this Disclosure Certificate and any other agreement between the Issuer and the Dissemination.

(b) In addition to the filing duties on behalf of the Issuer described in this Disclosure Certificate, the Dissemination Agent shall:

(1) each year, prior to the date for providing the Annual Report, determine the appropriate electronic format prescribed by the MSRB;

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reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the obligated person.

[9] For purposes of the events identified in subparagraphs (b)(5)(i)(C)(15) and (16) of the Rule, the term "financial obligation" is defined to mean a (A) debt obligation; (B) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (C) a guarantee of (A) or (B). The term "financial obligation" does not include municipal securities as to which a final official statement has been otherwise provided to the MSRB consistent with the Rule. Numerous other terms contained in these subsections and/or in the definition of "financial obligation" are not defined in the Rule; SEC Release No. 34-83885 contains a discussion of the current SEC interpretation of those terms.

(2) send written notice to the Issuer at least 45 days prior to the date the Annual Report is due stating that the Annual Report is due as provided in Section 3(a) hereof; and

(3) if the Dissemination Agent is other than the Issuer, certify in writing to the Issuer that the Annual Report has been provided pursuant to this Disclosure Certificate and the date it was provided.

(4) If the Annual Report (or any portion thereof) is not provided to the MSRB by the date required in Section (3)(a), the Dissemination Agent shall file with the MSRB a notice in substantially the form attached to this Disclosure Certificate as Exhibit A or in another form determined by the Issuer.

SECTION 9. **Amendment; Waiver**. Notwithstanding any other provision of this Disclosure Certificate, the Issuer may amend this Disclosure Certificate and may waive any provision of this Disclosure Certificate, without the consent of the holders and beneficial owners of the Bonds, if such amendment or waiver does not, in and of itself, cause the undertakings herein (or action of any Participating Underwriter in reliance on the undertakings herein) to violate the Rule, but taking into account any subsequent change in or official interpretation of the Rule. The Issuer will provide notice of such amendment or waiver to the MSRB.

SECTION 10. **Additional Information**. Nothing in this Disclosure Certificate shall be deemed to prevent the Issuer from disseminating any other information, using the means of dissemination set forth in this Disclosure Certificate or any other means of communication, or including any other information in any Annual Report or notice of occurrence of a Listed Event, in addition to that which is required by this Disclosure Certificate. If the Issuer chooses to include any information in any Annual Report or notice of occurrence of a Listed Event in addition to that which is specifically required by this Disclosure Certificate, the Issuer shall have no obligation under this Disclosure Certificate to update such information or include it in any future Annual Report or notice of occurrence of a Listed Event.

SECTION 11. **Default**. In the event of a failure of the Issuer to comply with any provision of this Disclosure Certificate, any holder or beneficial owner of the Bonds may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the Issuer to comply with its obligations under this Disclosure Certificate. A default under this Disclosure Certificate shall not be deemed an event of default under the Indenture, and the sole remedy under this Disclosure Certificate in the event of any failure of the Issuer to comply with this Disclosure Certificate shall be an action to compel performance.

SECTION 12. **Beneficiaries**. This Disclosure Certificate shall inure solely to the benefit of the Issuer, the Dissemination Agent, the Participating Underwriter and the holders and beneficial owners from time to time of the Bonds, and shall create no rights in any other person or entity.

IN WITNESS WHEREOF, the Issuer has caused this Disclosure Agreement to be executed by a duly authorized officer of the Issuer as of this _____ day of _____ 2020.

(SEAL)

CITY OF RIDGELAND, MISSISSIPPI

By _____
Mayor

ATTEST:

By_____
City Clerk

EXHIBIT "A"

NOTICE OF FAILURE TO FILE ANNUAL REPORT

Name of Issuer:	City of Ridgeland
Name of Bond Issue:	The $_____* City of Ridgeland, Mississippi Tax Increment Limited Obligation Refunding Bonds, Series 2020A (Colony Park Project) (the "Series 2020A Bonds"), the $_____* City of Ridgeland, Mississippi Taxable Tax Increment Limited Obligation Refunding Bonds, Series 2020B (Colony Park Project) (the "Series 2020B Bonds") and the $_____* City of Ridgeland, Mississippi Taxable Tax Increment Limited Obligation Bonds, Series 2020C (Colony Park Project) (the "Series 2020C Bonds" and together with the Series 2020A Bonds and the Series 2020B Bonds, the "Series 2020 Bonds")
Date of Issuance:	_____, 2020
CUSIP Number:	766039 ___

NOTICE IS HEREBY GIVEN that the Issuer has not provided an Annual Report with respect to the above-named Bonds as required by the Continuing Disclosure Certificate dated _____, 2020. The Issuer anticipates that the Annual Report will be filed by _____.

Dated: _____, _____

EXHIBIT "B"

OFFICIAL STATEMENT TABLES TO BE UPDATED

Redevelopment District Property Ad Valorem Tax Collections[10]

Fiscal Year	City Ad Valorem Taxes[11]	Forrest County Ad Valorem Taxes[12]	Total
2019			
2018			
2017			
2016			
2015			
2014			
2013			
2012			
2011			
2010			
2009			

SOURCE: Office of the Madison County Tax Assessor; _____ 2020.

Redevelopment District Property Assessed Valuations

Fiscal Year	True Value	Assessed Valuation[13]
2019		
2018		
2017		
2016		
2015		
2014		
2013		
2012		
2011		
2010		
2009		

SOURCE: Office of the Madison County Tax Assessor; _____, 2020.

Historical City and County Retail Sales

State Fiscal Year Ended June 30	City	County
2019		
2018		
2017		
2016		
2015		
2014		
2013		
2012		
2011		
2010	925,719,394	1,693,639,829
2009	919,302,724	1,808,120,423

[10] Does not include school taxes.

[11] The City has pledged 100% of the City's Ad Valorem Portion of the Tax Increment from the Redevelopment Project to the payment of the debt service on the Series 2020 Bonds and the payment annual fees and expenses of the Paying Agent.

[12] The County has pledged 100% of the County's Ad Valorem Portion of the Tax Increment from the Redevelopment Project to the payment of the debt service on the Series 2020 Bonds and the payment annual fees and expenses of the Paying Agent.

[13] Assessed valuation is 15% of true value.

SOURCE: Mississippi State Tax Commission or Mississippi Department of Revenue Annual Reports for years indicated.

The Ad Valorem Tax Portion of the Tax Increment

Description of Property	Captured Assessed Value @ 15% of True Value		City Real Property Taxes	City Personal Property Taxes	County Real Property Taxes	County Personal Property Taxes
	Real	Personal	@____ mils	@____ mils	@____ mils	@____ mils
Detailed in Appendices B&D						
TOTAL AD VALOREM PORTION OF TAX INCREMENT						

SOURCE: Madison County Tax Assessor's office, _____, 2020. (Refer to Appendices Band D.)

Sales Tax Portion of the Tax Increment

	Total Retail Sales	State Sales Tax of7%	Rebate to City (18.5% of 7%)	Sales Tax Revenue Pledged to Bond Payments
Retail Sales for Year Ending _____				
Retail Sales for Calendar Year Ending _____				

SOURCE: Department of Revenue, _____, 2020.

Project Debt Service Coverage

Added Tax Increment Generated from Redevelopment Project: $_____.00
Less highest annual debt service on the Series 2020 Bonds: $_____.00
Excess Tax Increment: $_____.00
20__ Debt Service Coverage Ratio: _____%

Historical Debt Service Coverage

(insert)

APPENDIX G – FORM OF BOND COUNSEL OPINION

Mayor and Board of Aldermen
City of Ridgeland, Mississippi

Re: City of Ridgeland, Mississippi Tax Increment Limited Obligation Refunding Bonds, Series 2020A (Colony Park Project) (the "Series 2020A Bonds") and Taxable Tax Increment Limited Obligation Refunding Bonds, Series 2020B (Colony Park Project) (the "Series 2020B Bonds" and together with the Series 2020A Bonds, the "Series 2020 Bonds"), both dated _____, 2020

Dear Ladies and Gentlemen:

We have acted as Bond Counsel for the City of Ridgeland, Mississippi (the "City"), in connection with the issuance of the Series 2020 Bonds referenced above.

The Series 2020 Bonds bear interest, are subject to redemption prior to maturity and may be transferred and exchanged as set out in each of the Series 2020 Bonds and in the bond resolution adopted by the Mayor and Board of Aldermen of the City on _____, 2020, authorizing their sale and issuance (the "Bond Resolution"). Capitalized terms not defined herein will be as set forth in the Bond Resolution.

We have acted as Bond Counsel for the sole purpose of rendering an opinion with respect to the legality and validity of the Series 2020 Bonds under the laws of the State of Mississippi (the "State"), with respect to the exemption of interest on the Series 2020A Bonds from federal and State income taxation and with respect to the exemption of interest on the Series 2020B Bonds from State income taxation. We have not investigated or verified original proceedings, records, data or other material, but have relied solely upon the certified transcript of proceedings described in the following paragraph and on the authenticity, truthfulness and completeness set forth in such documents, instruments and certificates. We have not assumed any responsibility with respect to the financial condition or capabilities of the City or the disclosure thereof in connection with the sale of the Bonds.

In our capacity as Bond Counsel, we have participated in the preparation of and have examined a certified transcript of proceedings pertaining to the Series 2020 Bonds which contains copies of certain proceedings of the City, customary certificates of officers, agents and representatives of the City and other public officials and other matters relating to the authorization and issuance of the Series 2020 Bonds. We have also examined executed Series 2020A Bond No. AR-1 and Series 2020B Bond No. BR-1 of these issues.

Based on such examination and subject to the qualification, assumptions and statements of reliance herein, it is our opinion as Bond Counsel, on the date hereof, that:

1. Such proceedings reflect lawful authority for the sale and issuance of the Bonds by the City pursuant to the Constitution and laws of the State, including the Act, and the provisions of the Bond Resolution.

2. The Series 2020 Bonds have been duly authorized, executed and delivered by the City under the provisions of the Bond Resolution.

3. The Series 2020 Bonds are legal, valid and binding limited obligations of the City, and under the provisions of the Act, the Resolution and the REDA Agreement, are payable solely from the Tax Increment and other monies pledged therefor under the Resolution.

4. Under existing law, regulations and court decisions, as presently interpreted and construed, interest on the Series 2020A Bonds is not exempt from federal income taxation and the interest on the Series 2020B Bonds is <u>not</u> exempt from federal income taxation.

5. Under existing law, regulations and court decisions, as presently interpreted and construed, interest on the Series 2020 Bonds is exempt from all present income taxes imposed by the State and any county, municipality or other political subdivision of the State.

It is understood that the rights of the owners of the Series 2020 Bonds and the enforceability of the Series 2020 Bonds and the Bond Resolution may be subject to bankruptcy, insolvency, reorganization, moratorium and other similar law affecting creditors' rights heretofore or hereafter enacted to the extent constitutionally applicable, and that the enforcement thereof may be subject to the exercise of judicial discretion in appropriate cases.

In this opinion letter issued in our capacity as Bond Counsel, we are opining only upon those matters set forth herein, and we are not passing upon the accuracy, adequacy or completeness of any statements made in connection with any offer or sale of the Series 2020 Bonds or upon any federal or state tax consequences arising from the receipt or accrual of interest on or the ownership or disposition of the Series 2020 Bonds, except those specifically addressed herein.

In rendering the foregoing opinions, we have assumed the accuracy and truthfulness of all public records and of all certificates, resolutions, documents and other proceedings examined by us that have been executed or certified by public officials acting within the scope of their official capacities and have not verified the accuracy or truthfulness thereof. We also have assumed the genuineness of the signatures appearing upon such public records, certifications, resolutions, documents and proceedings. In rendering this opinion, we have relied upon the opinion of opinion of Jerry L. Mills, Esquire, counsel for the City, dated the date hereof, as to the due authorization and execution by the City of the Bonds and the Bond Resolution.

This opinion letter is issued as of the date hereof and we assume no obligation to revise or supplement this opinion letter to reflect any facts or circumstances that may hereafter come to our attention or any changes in law that may hereafter occur.

Very truly yours,

EXHIBIT H

FORM OF ESCROW AGREEMENT

ESCROW AGREEMENT

THIS ESCROW AGREEMENT (the "**Escrow Agreement**") is dated March ____, 2020, by and between City of Ridgeland, Mississippi (the "**City**" or the "**Issuer**"), and _____, as Escrow Agent (the "**Escrow Agent**").

WITNESSETH:

WHEREAS, the City issued its (1) $24,625,000 (original principal amount) Tax Increment Limited Obligation Bonds, Series 2009 (Colony Park Project), dated October 15, 2009 (the "**2009 TIF Bonds**") and there remains outstanding $_____ and (2) $10,375,000 (original principal amount) Tax Increment Limited Obligation Bonds, Series 2011 (Colony Park Project), dated April 1, 2011 (the "**2011 TIF Bonds**") and there remains outstanding $_____ ; and

WHEREAS, the Issuer desires (1) to currently refund the 2009 TIF Bonds maturing on October 1 in the years 2020 through 2029, both inclusive (the "**2009 Refunded Bonds**") and (2) to advance refund the 2011 TIF Bonds maturing on April 1 in the years 20__ through 2031, both inclusive (the "**2011 Refunded Bonds**" and together with the 2009 Refunded Bonds, the "**Refunded Bonds**"); and

WHEREAS, the Issuer desires to optionally redeem the 2009 Refunded Bonds (the "**Callable 2009 Bonds**"), on _____ 1, 2020, at par (the "**2009 Redemption Date**") and to optionally redeem the 2011 TIF Bonds maturing on April 1 in the years 2021 through 2031, both inclusive (the "**Callable 2011 Bonds**"), on April 1, 2021, at par (the "**2011 Redemption Date**"); and

WHEREAS, Sections 21-45-1 et seq. of the Mississippi Code of 1972, as amended and/or supplemented from time to time (the "**TIF Act**"), Section 57-64-1 et seq., Mississippi Code of 1972, as amended and/or supplemented from time to time (the "**REDA Act**"), and Section 31-27-1 et seq. of the Mississippi Code of 1972, as amended and/or supplemented from time to time (the "**Refunding Act**" and together with the TIF Act and the REDA Act, the "**Act**"), authorizes the Issuer to issue refunding bonds in accordance with the terms of the Act, to provide funds to refund the Refunded Bonds; and

WHEREAS, the Issuer adopted a resolution on _____, 2020 (1) authorizing the issuance of the City's $_____ in principal amount Tax Increment Limited Obligation Refunding Bonds, Series 2020A, to be dated _____, 2020 (the "**Series 2020A Bonds**") for the purpose of providing the funds necessary to currently refund the 2009 Refunded Bonds and to pay the costs of issuance of the Series 2020A Bonds and (2) authorizing the issuance of the City's $_____ in principal amount Taxable Tax Increment Limited Obligation Refunding Bonds, Series 2020B, to be dated _____, 2020 (the "**Series 2020B Bonds**") for the purpose of providing the funds necessary to advance refund the 2011 Refunded Bonds, and pay costs of issuance for the Series 2020B Bonds (the "**Bond Resolution**"); and

WHEREAS, the Issuer has determined to refund the 2009 Refunded Bonds with a portion of the proceeds of the Series 2020A Bonds and other money lawfully available for such

purpose and to refund the 2011 Refunded Bonds with a portion of the proceeds of the Series 2020B Bonds and other money lawfully available for such purpose, which refundings will result in present value debt service savings to the Issuer; and

WHEREAS, the Issuer has further determined to effectuate the refunding of the Refunded Bonds pursuant to this Escrow Agreement, under which provision is made for the safekeeping, investment, reinvestment, administration and disposition of a portion of the proceeds of the Series 2020A Bonds, the Series 2020B Bonds and such other money made available in connection with such refundings, and to provide firm banking and financial arrangements for the discharge and final payment of the Refunded Bonds; and

WHEREAS, the City has determined to deposit with the Escrow Agent sufficient funds to purchase United States Treasury Securities - State and Local Government Series listed in **EXHIBIT A** hereto (the "**Escrowed Securities**"). The Escrowed Securities to be so deposited may not be redeemed at the option of the Issuer or any person other than the holder thereof and will mature in principal amounts and bear interest at such times so that sufficient monies will be available from such maturing principal and interest payments to pay, as the same either mature or become due, all principal of and interest on, the Refunded Bonds; and

NOW THEREFORE, in consideration of the mutual undertakings, promises and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and to secure the full and timely payment of the principal of and the interest on the Refunded Bonds, the Issuer and the Escrow Agent contract and agree as follows:

SECTION 1. There is hereby established with the Escrow Agent (1) a special and irrevocable escrow fund designated the City of Ridgeland, Mississippi Tax Increment Limited Obligation Bonds, Series 2009 Escrow Fund (the "**2009 Escrow Fund**") to be held in the custody of the Escrow Agent under the Escrow Agreement, separate and apart from other funds of the City or the Escrow Agent for the refunding of the 2009 Refunded Bonds and (2) a special and irrevocable escrow fund designated the City of Ridgeland, Mississippi Tax Increment Limited Obligation Bonds, Series 2011 Escrow Fund (the "**2011 Escrow Fund**") to be held in the custody of the Escrow Agent under the Escrow Agreement, separate and apart from other funds of the City or the Escrow Agent for the refunding of the 2011 Refunded Bonds.

SECTION 2.

(a) Upon the initial delivery of the Series 2020A Bonds, a portion of the net sale proceeds of the Series 2020A Bonds will be deposited as follows: $_____ shall be paid to the Escrow Agent for deposit into the 2009 Escrow Fund (the "**2009 Escrow Requirement**") representing a portion of the proceeds of the Series 2020A Bonds, to be held in irrevocable escrow by the Escrow Agent pursuant to this Agreement and to be applied solely as provided for in this Agreement and the Bond Resolution. Such moneys are at least equal to an amount sufficient to purchase the principal amount of the Investment Securities as set forth in **EXHIBIT B-1** hereto and the aggregate principal amount of the Investment Securities as set forth in **EXHIBIT B-1** hereto, together with all interest due or to become due on such Investment Securities and any other moneys held in the 2009 Escrow Fund, will be sufficient to

pay when due and payable as provided for herein, principal and interest on the 2009 Refunded Bonds as such becomes due and payable and, upon redemption thereof, the Redemption Price of the 2009 Refunded Bonds. Notwithstanding the foregoing, if the amounts deposited in the 2009 Escrow Fund are insufficient to pay upon redemption thereof, the Redemption Price of the 2009 Refunded Bonds, the City shall deposit in the 2009 Escrow Fund the amount of any such deficiency immediately upon notice thereof from the Escrow Agent.

(b) Upon the initial delivery of the Series 2020B Bonds, a portion of the net sale proceeds of the Series 2020B Bonds will be deposited as follows: $_____ shall be paid to the Escrow Agent for deposit into the 2011 Escrow Fund (the "**2011 Escrow Requirement**") representing a portion of the proceeds of the Series 2020A Bonds, to be held in irrevocable escrow by the Escrow Agent pursuant to this Agreement and to be applied solely as provided for in this Agreement and the Bond Resolution. Such moneys are at least equal to an amount sufficient to purchase the principal amount of the Investment Securities as set forth in **EXHIBIT B-2** hereto and the aggregate principal amount of the Investment Securities as set forth in **EXHIBIT B-2** hereto, together with all interest due or to become due on such Investment Securities and any other moneys held in the 2011 Escrow Fund, will be sufficient to pay when due and payable as provided for herein, principal and interest on the 2011 Refunded Bonds as such becomes due and payable and, upon redemption thereof, the Redemption Price of the 2011 Refunded Bonds. Notwithstanding the foregoing, if the amounts deposited in the 2011 Escrow Fund are insufficient to pay upon redemption thereof, the Redemption Price of the 2011 Refunded Bonds, the City shall deposit in the 2011 Escrow Fund the amount of any such deficiency immediately upon notice thereof from the Escrow Agent.

(c) There is further hereby created and established with the Escrow Agent (1) a special and irrevocable trust fund designated as the 2009 Cost of Issuance Account (the "**2009 Cost of Issuance Account**"), to be held by the Escrow Agent separate and apart from other funds of the City and the Escrow Agent and (2) a special and irrevocable trust fund designated as the 2011 Cost of Issuance Account (the "**2011 Cost of Issuance Account**"), to be held by the Escrow Agent separate and apart from other funds of the City and the Escrow Agent. The City hereby deposits or causes to be deposited with the Escrow Agent immediately available funds (1) in the amount of $_____ representing a portion of the proceeds of the Series 2020A Bonds, to be held in irrevocable escrow in the 2009 Costs of Issuance Account by the Escrow Agent pursuant to this Agreement and to be applied solely as provided for in this Agreement and the Bond Resolution, and such moneys are to be used solely to pay the costs related to the sale and issuance of the Series 2020ABonds and (2) in the amount of $_____ representing a portion of the proceeds of the Series 2020B Bonds, to be held in irrevocable escrow in the 2011 Costs of Issuance Account by the Escrow Agent pursuant to this Agreement and to be applied solely as provided for in this Agreement and the Bond Resolution, and such moneys are to be used solely to pay the costs related to the sale and issuance of the Series 2020BBonds. All moneys which remain in the 2009 Costs of Issuance Account or the 2011 Costs of Issuance Account after payment of such costs shall be paid to the City and used by the City to pay the principal of and interest on the Series 2020ABonds or the Series 2020B Bonds, respectively.

SECTION 3. Promptly upon receipt by the Escrow Agent of the amounts referenced in Section 2 above and deposited in the respective 2009 Escrow Fund and 2011 Escrow Fund, the Escrow Agent shall purchase (1) the 2009 Escrowed Securities, which are described in the

attached **EXHIBIT A,** and deposit the same into the 2009 Escrow Fund and (2) the 2011 Escrowed Securities, which are described in the attached **EXHIBIT A**, and deposit the same into the 2011 Escrow Fund.

SECTION 4. The Escrow Agent is hereby irrevocably instructed to convey sufficient funds to Regions Bank, as the paying agent for the 2009 Refunded Bonds (the "**2009 Paying Agent**") for the payment of the interest due on the 2009 Refunded Bonds on or before _____, 2020 and for the redemption price of the outstanding Callable 2009 Bonds on _____, 2020, at par, as set forth in the Verification Report, dated _____, 2020 (the "**Verification Report**"), from The Arbitrage Group, Inc., Buhl, Alabama, the Verification Agent (the "**Verification Agent**"), attached hereto as **EXHIBIT C**.

The Escrow Agent is hereby irrevocably instructed to convey sufficient funds to The First National Bank of Clarksdale, Clarksdale, Mississippi, as the paying agent for the 2011 Refunded Bonds (the "**2011 Paying Agent**") for the payment of the interest due on the 2011 Refunded Bonds on or before _____, 2020 and for the redemption price of the outstanding Callable 2011 Bonds on _____, 2020, at par, as set forth in the Verification Report.

SECTION 5. (a) The City represents that the receipt of the principal of and interest on the Escrowed Securities, (1) in the 2009 Escrow Fund will assure that the amount on deposit in the 2009 Escrow Fund will be sufficient to provide money, as applicable, for the payment of the interest due for the Refunded 2009 Bonds due through _____, 2020, and the redemption price of the Callable 2009 Bonds on _____, 2020, at par, all as set forth in the Verification Report, and (2) in the 2011 Escrow Fund will assure that the amount on deposit in the 2011 Escrow Fund will be sufficient to provide money, as applicable, for the payment of the interest due for the Refunded 2011 Bonds due through _____, 2020, and the redemption price of the Callable 2011 Bonds on _____, 2020, at par, all as set forth in the Verification Report. If for any reason there is a deficiency in either of the amounts on deposit in the 2009 Escrow Fund or the 2011 Escrow Fund, the Escrow Agent shall promptly notify the City and the City shall forthwith provide the Escrow Agent with cash and securities sufficient to make such payments.

(b) The City hereby directs the Escrow Agent, and the Escrow Agent hereby agrees, to redeem (1) in accordance with the 2009 Bond Resolution (as defined in the Bond Resolution) all of the 2009 Refunded Bonds outstanding thereunder and the Escrow Agent further agrees to cause to be prepared and delivered or mailed in the form thereof as attached hereto as **Appendix D-1** within 30 days of the 2009 Redemption Date in connection with the redemption of the 2009 Refunded Bonds all notices required under the 2009 Bond Resolution and (2) in accordance with the 2011 Bond Resolution (as defined in the Bond Resolution) all of the 2011 Refunded Bonds outstanding thereunder and the Escrow Agent further agrees to cause to be prepared and delivered or mailed in the form thereof as attached hereto as **Appendix D-2** within 30 days of the 2011 Redemption Date in connection with the redemption of the 2011 Refunded Bonds all notices required under the 2011 Bond Resolution.

SECTION 6. The Escrow Agent at all times shall hold the Escrowed Securities and all other assets of the 2009 Escrow Fund and 2011 Escrow Fund wholly segregated from all other funds and securities on deposit with the Escrow Agent; it shall never allow the Escrowed

Securities or any other assets of the 2009 Escrow Fund or the 2011 Escrow Fund to be commingled with any other funds or securities; and it shall hold and dispose of the assets of the 2009 Escrow Fund and the 2011 Escrow Fund only as set forth herein. Escrowed Securities and other assets held, respectively, in the 2009 Escrow Fund or the 2011 Escrow Fund shall always be maintained by the Escrow Agent for the benefit of the holders of the 2009 Refunded Bonds or the 2011 Refunded Bonds. The holders of the 2009 Refunded Bonds shall be entitled to the same preferred claim and first lien upon the Escrowed Securities in the 2009 Escrow Fund, as applicable, the proceeds thereof and all other assets of the 2009 Escrow Fund as are enjoyed by other beneficiaries of similar accounts. The holders of the 2011 Refunded Bonds shall be entitled to the same preferred claim and first lien upon the Escrowed Securities in the 2011 Escrow Fund, as applicable, the proceeds thereof and all other assets of the 2011 Escrow Fund as are enjoyed by other beneficiaries of similar accounts. The amounts received by the Escrow Agent under this Escrow Agreement shall not be considered as a banking deposit by the Issuer, and the Escrow Agent shall have no right or title with respect thereto except as Escrow Agent under the terms hereof. The amounts received by the Escrow Agent hereunder shall not be subject to warrants, drafts or checks drawn by the Issuer. All funds received at the maturity of each Escrowed Security will not be reinvested but will be deposited as cash amounts reinvested at a zero percent (0%) yield as provided in the Verification Report.

SECTION 7. Cash balances from time to time on deposit in the 2009 Escrow Fund and the 2011 Escrow Fund, to the extent not insured by the Federal Deposit Insurance Corporation or its successor, shall be continuously secured by a pledge of direct obligations of, or obligations unconditionally guaranteed by, the United States of America, having a market value at least equal to such cash balances.

SECTION 8. If the date for making any payment or the last date for performance of any act or the exercising of any right, as provided in this Agreement, shall be a legal holiday or a day on which banking institutions in the City in which the principal corporate trust office of the Escrow Agent is located are authorized by law to remain closed, such payment may be made or act performed or right exercised on the next succeeding day not a legal holiday or a day on which such banking institutions are authorized by law to remain closed, with the same force and effect as if done on the nominal date provided in this Agreement, and no interest shall accrue for the period after such nominal date.

SECTION 9. The escrows created hereby shall be irrevocable. The holders of the 2009 Refunded Bonds shall have an express lien on all principal amount of and interest income on the Escrowed Securities and any other funds deposited in the 2009 Escrow Fund until used and applied in accordance with this Escrow Agreement. The holders of the 2011 Refunded Bonds shall have an express lien on all principal amount of and interest income on the Escrowed Securities and any other funds deposited in the 2011 Escrow Fund until used and applied in accordance with this Escrow Agreement. The matured principal of and interest income from the Escrowed Securities shall be applied solely as provided in this Escrow Agreement.

SECTION 10. (a) The Escrow Agent shall not be liable for any loss resulting from any investment made pursuant to this Escrow Agreement in compliance with the provisions hereof.

(b) In the event of the Escrow Agent's failure to account for any of the Escrowed Securities, or monies received by it, said Escrowed Securities or monies shall be and remain the property of the City in trust for the holders of the 2009 Refunded Bonds or the 2011 Refunded Bonds, as herein provided, and if for any reason such Escrowed Securities or monies are not transferred to the Paying Agent as provided in Section 4 herein, the assets of the Escrow Agent shall be impressed with a trust for the amount thereof until the required transfer shall be made.

SECTION 11. This Escrow Agreement shall terminate when all transactions required to be made by the Escrow Agent under the provisions hereof shall have been made. Any monies remaining in any escrow fund or account created under this Agreement at the time of such termination shall be released to the City.

SECTION 12. The Escrow Agent agrees to provide to the City prior to the last day of each April 1 and October 1 and the end of each annual period thereafter a statement of the amount on deposit in each Fund and Account established by this agreement at the beginning of the period and of the total deposits to and withdrawals from each Fund and Account during the preceding applicable period. A different statement frequency can be established at the request of the City.

SECTION 13. The Escrow Agent shall not be liable for the accuracy of the calculations as to the sufficiency of the Escrowed Securities and other monies available for such purpose to pay the 2009 Refunded Bonds or the 2011 Refunded Bonds. So long as the Escrow Agent applies the Escrowed Securities and monies as provided therein and complies fully with the terms of this Escrow Agreement, the Escrow Agent shall not be liable for any deficiencies in the amounts necessary to pay the 2009 Refunded Bonds or the 2011 Refunded Bonds caused by such calculations.

As compensation for the services to be rendered hereunder, the Escrow Agent shall be paid a one-time fee of $_____ for the administration of this Escrow Agreement.

SECTION 14. If any one or more of the covenants or agreements provided in this Escrow Agreement by or on behalf of the City or the Escrow Agent to be performed should be determined by a court of competent jurisdiction to be contrary to law, such covenant or agreement shall be deemed and construed to be severable from the remaining covenants and agreements herein contained and shall in no way affect the validity of the remaining provisions of this Escrow Agreement.

SECTION 15. All the covenants, promises and agreements contained in this Escrow Agreement by or on behalf of the City or by or on behalf of the Escrow Agent shall bind and inure to the benefit of their respective successors and assigns, whether so expressed or not.

SECTION 16. This Escrow Agreement shall be governed by the applicable law of the State of Mississippi.

SECTION 17. This Escrow Agreement may be executed in several counterparts, all or any of which shall be regarded for all purposes as one original and shall constitute and be but one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have each caused this Escrow Agreement to be executed by their duly authorized officers or elected officials and the City has caused its seal to be hereunder affixed and attested as of the date first above written.

CITY OF RIDGELAND, MISSISSIPPI

(SEAL)

By: _____
Mayor

ATTEST:

By: _____
City Clerk

_____**, as Escrow Agent**

By: _____
Title: _____

EXHIBIT A

SCHEDULE OF ESCROWED SECURITIES

EXHIBIT B

THE VERIFICATION REPORT OF THE VERIFICATION AGENT

EXHIBIT C-1

NOTICE OF REDEMPTION

$24,625,000 (ORIGINAL PRINCIPAL AMOUNT)
CITY OF RIDGELAND, MISSISSIPPI
TAX INCREMENT LIMITED OBLIGATION BONDS, SERIES 2009
(COLONY PARK PROJECT) DATED OCTOBER 15, 2009

Maturity Amount	Interest Rate	Maturity Date	CUSIP
$ 1,200,000	4.750%	October 1, 2020	76604 PAL8
1,255,000	4.500	October 1, 2021	76604 PAM6
1,315,000	5.000	October 1, 2022	76604 PAN4
1,380,000	4.500	October 1, 2023	76604 PAP9
1,440,000	5.000	October 1, 2024	76604 PAQ7
1,515,000	5.000	October 1, 2025	76604 PAR5
1,590,000	5.125	October 1, 2026	76604 PAS3
1,670,000	5.250	October 1, 2027	76604 PAT1
1,755,000	5.375	October 1, 2028	76604 PAU8
1,850,000	5.375	October 1, 2029	76604 PAV6
$14,970,000			

NOTICE IS HEREBY GIVEN that pursuant to a resolution adopted by the Mayor and Board of Aldermen of the City of Ridgeland, Mississippi (the "**City**"), the aggregate outstanding principal amount of the above-captioned bonds dated October 15, 2009 (the "**2009 Bonds**"), and due as set forth below are being called for redemption in whole on _____ 1, 2020, at par plus accrued interest to the redemption date. This call for redemption is conditional upon the receipt by the Escrow Agent of sufficient funds on or prior to the redemption date to pay regular debt service and the redemption amount.

Redemption will occur _____, 2020, and interest on the 2009 Bonds thereon shall cease to accrue from and after said redemption date. Pursuant to the terms of the 2009 Bond Resolution, notice of this defeasance is being sent to the registered owners of the Refunded Series 2009 Bonds by mailing such notice to such owners at their addresses appearing in the registration books maintained by the Paying Agent for the 2009 Bonds and to the Electronic Municipal Market Access ("**EMMA**") website, which disseminates notices of material events such as the redemption of the 2009 Bonds.

The holders of the 2009 Bonds are entitled to payment solely out of the moneys or securities so deposited in such redemption account.

Dated: _____, 2020

EXHIBIT C-2

NOTICE OF REDEMPTION

$10,375,000 (ORIGINAL PRINCIPAL AMOUNT)
TAX INCREMENT LIMITED OBLIGATION BONDS,
SERIES 2011 (COLONY PARK PROJECT), DATED APRIL 1, 2011

Maturity Amount	Interest Rate	Maturity Date	CUSIP
$1,000,000	5.200	April 1, 2021	76604 PBF0
2,790,000	5.875	April 1, 2026	76604 PBL7
3,755,000	6.375	April 1, 2031	76604 PBR4
$7,470,000			

NOTICE IS HEREBY GIVEN that pursuant to a resolution adopted by the Mayor and Board of Aldermen of the City of Ridgeland, Mississippi (the "**City**"), the aggregate outstanding principal amount of the above-captioned bonds dated April 1, 2011 (the "**2011 Bonds**"), and due as set forth below are being called for redemption in whole on April 1, 2021, at par plus accrued interest to the redemption date. This call for redemption is conditional upon the receipt by the Escrow Agent of sufficient funds on or prior to the redemption date to pay regular debt service and the redemption amount.

Redemption will occur April 1, 2021, and interest on the 2011 Bonds thereon shall cease to accrue from and after said redemption date. Pursuant to the terms of the 2011 Bond Resolution, notice of this defeasance is being sent to the registered owners of the Refunded Series 2011 Bonds by mailing such notice to such owners at their addresses appearing in the registration books maintained by the Paying Agent for the 2011 Bonds and to the Electronic Municipal Market Access ("EMMA") website, which disseminates notices of material events such as the redemption of the 2011 Bonds.

The holders of the 2011 Bonds are entitled to payment solely out of the moneys or securities so deposited in such redemption account.

Dated: _____, 2020

the city of RIDGELAND

public works

MEMORANDUM

TO: Mayor Gene F. McGee and Board of Aldermen

FROM: Christopher W. Bryson, P.E., City Engineer

DATE: March 23, 2020

RE: **CONTRACTOR'S ESTIMATE NO. 10**
Eutaw Construction Company, Inc.
Lake Harbour Drive Extension, Phase "B", Roadway and Bridge Improvements
Federal Aid Project No. HPP-8323-00(004)/LPA 104859-801000

We respectfully request the Mayor and Board of Aldermen approve payment in the amount of **$407,530.44** for work completed on the referenced project during the period between February 1, 2020 and February 29, 2020. Through this period the Contractor has completed 61% of the work on the project in 67% of the contract time. Our local matching responsibility remaining for this period's work is $81,506.09.

MDOT Reimbursement Request No. 8 will request 80% of the payment made in this Contractor Pay Estimates No. 10 in the amount of $326,024.35. To date, we have received MDOT reimbursements for Contractor Estimates No. 1 through7, in the total amount of $5,821,466.81.

Thank you for your consideration of our request. Please contact me if you have any questions.

Cc: John M. McCollum, Public Works Director

mailing address: p.o. box 217 · ridgeland, ms 39158
street address: 304 highway 51 · ridgeland, ms 39157
ph: 601.853.2027 · fax: 601.853.2019 · www.ridgelandms.org

Gene F. McGee, cmo - mayor · John M. McCollum - director of public works

board of aldermen: D.I. Smith - at-large • Ken Heard, cmo, mayor pro tempore - ward 1 • Chuck Gautier - ward 2
Kevin Holder, cmo - ward 3 • Brian P. Ramsey, cmo - ward 4 • Bill Lee - ward 5 • Wesley Hamlin, cmo - ward 6

Application and Certificate For Payment

To Owner:	CITY OF RIDGELAND 304 Highway 51 RIDGELAND, MS 39157	Project:	Lake Harbour Drive Ext. Intersection of Hwy 51 & Lake Harbour Drive Ridgeland, MS 39157	Application No: 10 Period To: 02/29/20 Architect's Project No:	Date: 02/01/2020
From (Contractor):	Eutaw Construction Company 167 Orchard Lane PO Box 2482 Madison, MS 39130	Contractor Job Number:	19013	Contract Date: 04/01/19	
Phone:	601 855-7474	Via (Architect):			
		Contract For:			

Contractor's Application For Payment

Change Order Summary			Additions	Deductions
Change orders approved in previous months by owner			131,175.00	-131,175.00
	Number	Date Approved		
Change orders approved this month				
Totals				
Net change by change orders				

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information, and belief the work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

Contractor:

By: _____ Date: _____

State of: _____ County of: _____

Subscribed and sworn to before me this _____ day of _____,

_____ (year). Notary public: _____

My commission expires _____.

Original contract sum	14,693,155.15
Net change by change orders	0.00
Contract sum to date	14,693,155.15
Total completed and stored to date	9,026,522.27
Retainage	
0.0% of completed work	0.00
0.0% of stored material	0.00
Total retainage	0.00
Total earned less retainage	9,026,522.27
Less previous certificates of payment	8,618,991.83
Current sales tax	
0.000% of taxable amount	0.00
Current sales tax	0.00
Current payment due	**407,530.44**
Balance to finish, including retainage	5,666,632.88

Architect's Certificate for Payment

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the Amount Certified.

Amount Certified: $ 407,530.44

Architect:

By: [signature] Date: 3-11-2020

This Certification is not negotiable. The Amount Certified is payable only to the Contractor named herein. Issuance, payment, and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

Application and Certificate For Payment -- page 2

To Owner: CITY OF RIDGELAND
From (Contractor): Eutaw Construction Company
Project: Lake Harbour Drive Ext.

Application No: 11 Date: 02/01/20 Period To: 02/29/20
Contractor's Job Number: 19013
Architect's Project No:

Item Number	Description	Unit Price	Contract Quantity	UM	Scheduled Value	Work Completed Previous Application Quantity	Work Completed Previous Application Amount	Work Completed This Period Quantity	Work Completed This Period Amount	Completed and Stored To Date Quantity	Completed and Stored To Date Amount	%	Retention	Memo
00														
0001	Clearing and Grubbing	350,000.0000	1.000	LS	350,000.00	100.00 %	350,000.00	0.00 %	0.00	100.00 %	350,000.00	100.0	0.00	201-A001
0002	Clearing and Grubbing	6,500.0000	1.000	ACR	6,500.00	.000	0.00	.000	0.00	.000	0.00	0.0	0.00	201-B001
0003	Removal of Asphalt Driveways A	8.5000	226.000	SY	1,921.00	90.880	772.48	.000	0.00	90.880	772.48	40.2	0.00	202-B004
0004	Removal of Asphalt Pavement Al	3.4000	3903.000	SY	13,270.20	2287.141	7,776.28	.000	0.00	2287.141	7,776.28	58.6	0.00	202-B007
0005	Removal of Concrete Median Bar	8.6000	522.000	LF	4,489.20	.000	0.00	.000	0.00	.000	0.00	0.0	0.00	202-B061
0006	Removal of Curb & Gutter All T	2.5000	1744.000	LF	4,360.00	881.000	2,202.50	.000	0.00	881.000	2,202.50	50.5	0.00	202-B088
0007	Removal of Electrical Conducto	2.0000	1259.000	LF	2,518.00	.000	0.00	.000	0.00	.000	0.00	0.0	0.00	202-B124
0008	Removal of Fence All Types	2.2000	552.000	LF	1,214.40	754.000	1,658.80	.000	0.00	754.000	1,658.80	136.6	0.00	202-B126
0009	Removal of Flared End Section	65.0000	3.000	EA	195.00	1.000	65.00	.000	0.00	1.000	65.00	33.3	0.00	202-B129
0010	Removal of Inlets All Sizes	130.0000	8.000	EA	1,040.00	.000	0.00	.000	0.00	.000	0.00	0.0	0.00	202-B165
0011	Removal of Light and Foundatio	1.0000	10.000	EA	10.00	3.000	3.00	.000	0.00	3.000	3.00	30.0	0.00	202-B174
0012	Removal of Pipe 8"" And Above	11.0000	1120.000	LF	12,320.00	189.000	2,079.00	.000	0.00	189.000	2,079.00	16.9	0.00	202-B191
0013	Removal of Traffic Stripe	1.6000	3000.000	LF	4,800.00	.000	0.00	.000	0.00	.000	0.00	0.0	0.00	202-B240
0014	Unclassified Excavation FM AH	7.5000	2677.000	CY	20,077.50	300.000	2,250.00	.000	0.00	300.000	2,250.00	11.2	0.00	203-A001
0015	Borrow Excavation AH FME Class	8.0000	21622.000	CY	172,976.00	5958.000	47,664.00	.000	0.00	5958.000	47,664.00	27.6	0.00	203-EX008
0016	Borrow Excavation AH FME Class	8.0000	162837.000	CY	1,302,696.00	119443.000	955,544.00	.000	0.00	119443.000	955,544.00	73.4	0.00	203-EX020
0017	Excess Excavation FM AH	3.0000	31100.000	CY	93,300.00	10550.570	31,651.71	.000	0.00	10550.570	31,651.71	33.9	0.00	203-G001
0018	Structure Excavation	9.0000	150.000	CY	1,350.00	4453.909	40,085.18	.000	0.00	4453.909	40,085.18	2,969.3	0.00	206-A001
0019	Select Material for Undercuts	48.0000	300.000	CY	14,400.00	425.000	20,400.00	.000	0.00	425.000	20,400.00	141.7	0.00	206-B001
0020	Geotextile Stabilization Type	1.3500	6197.000	SY	8,365.95	.000	0.00	.000	0.00	.000	0.00	0.0	0.00	209-A004
0021	Topsoil for Slope Treatment Co	1.0000	19411.000	CY	19,411.00	.000	0.00	.000	0.00	.000	0.00	0.0	0.00	211-B001
0022	Superphosphate	680.0000	18.000	TON	12,240.00	.000	0.00	.000	0.00	.000	0.00	0.0	0.00	213-C001
0023	Solid Sodding	5.3500	7538.000	SY	40,328.30	.000	0.00	.000	0.00	.000	0.00	0.0	0.00	216-A001
0024	Watering	20.0000	131.000	KGA	2,620.00	.000	0.00	.000	0.00	.000	0.00	0.0	0.00	219-A001
0025	Insect Pest Control	30.0000	36.000	ACR	1,080.00	.000	0.00	.000	0.00	.000	0.00	0.0	0.00	220-A001
0026	Concrete Paved Ditch	600.0000	27.000	CY	16,200.00	.000	0.00	.000	0.00	.000	0.00	0.0	0.00	221-A001
0027	Mowing	50.0000	36.000	ACR	1,800.00	.000	0.00	.000	0.00	.000	0.00	0.0	0.00	223-A001
0028	Grassing	200.0000	36.000	ACR	7,200.00	.000	0.00	.000	0.00	.000	0.00	0.0	0.00	225-A001
0029	Agricultural Limestone	100.0000	18.000	TON	1,800.00	.000	0.00	.000	0.00	.000	0.00	0.0	0.00	225-B001
0030	Mulch Vegetative Mulch	195.0000	72.000	TON	14,040.00	.000	0.00	.000	0.00	.000	0.00	0.0	0.00	225-C001
0031	Temporary Grassing	150.0000	36.000	ACR	5,400.00	6.790	1,018.50	.000	0.00	6.790	1,018.50	18.9	0.00	226-A001
0032	Shrub Planting Dwarf Juniper	18.0000	1542.000	EA	27,756.00	.000	0.00	.000	0.00	.000	0.00	0.0	0.00	230-A035

Application and Certificate For Payment -- page 3

To Owner: CITY OF RIDGELAND
From (Contractor): Eutaw Construction Company
Project: Lake Harbour Drive Ext.

Application No: 11 Date: 02/01/20 Period To: 02/29/20
Contractor's Job Number: 19013
Architect's Project No:

Item Number	Description	Unit Price	Contract Quantity	UM	Scheduled Value	Work Completed Previous Application Quantity	Work Completed Previous Application Amount	Work Completed This Period Quantity	Work Completed This Period Amount	Completed and Stored To Date Quantity	Completed and Stored To Date Amount	%	Retention	Memo
0033	Tree Planting Natchez Crape My	220.0000	22.000	EA	4,840.00	.000	0.00	.000	0.00	.000	0.00	0.0	0.00	230-B056
0034	Tree Planting Pin Oak	220.0000	24.000	EA	5,280.00	.000	0.00	.000	0.00	.000	0.00	0.0	0.00	230-B059
0035	Temporary Silt Fence	4.8000	10672.000	LF	51,225.60	6246.000	29,980.80	440.000	2,112.00	6686.000	32,092.80	62.6	0.00	234-A001
0036	Wattles 20""	4.8000	1280.000	LF	6,144.00	2400.000	11,520.00	180.000	864.00	2580.000	12,384.00	201.6	0.00	237-A002
0037	Rockbags	10.7000	475.000	EA	5,082.50	15.000	160.50	.000	0.00	15.000	160.50	3.2	0.00	246-B001
0038	Remove and Reset Riprap	15.0000	650.000	CY	9,750.00	.000	0.00	.000	0.00	.000	0.00	0.0	0.00	249-B001
0039	Granular Material Class 5 Grou	19.0000	1544.000	TON	29,336.00	.000	0.00	.000	0.00	.000	0.00	0.0	0.00	304-B003
0041	Size 610 Crushed Stone Base	45.0000	2702.000	TON	121,590.00	163.400	7,353.00	.000	0.00	163.400	7,353.00	6.0	0.00	304-F002
0043	8"" Soil-Lime Water Mixing Cla	1.8000	22778.000	SY	41,000.40	13530.000	24,354.00	.000	0.00	13530.000	24,354.00	59.4	0.00	307-C006
0044	Lime	273.0000	410.000	TON	111,930.00	216.110	58,998.03	.000	0.00	216.110	58,998.03	52.7	0.00	307-D001
0045	Bituminous Curing Seal	5.3000	5694.000	GAL	30,178.20	2636.845	13,975.28	.000	0.00	2636.845	13,975.28	46.3	0.00	307-S001
0046	Cement	224.0000	97.000	TON	21,728.00	.000	0.00	.000	0.00	.000	0.00	0.0	0.00	308-A001
0047	Soil-Cement-Water Mixing Optio	7.5000	1140.000	SY	8,550.00	.000	0.00	.000	0.00	.000	0.00	0.0	0.00	308-B003
0048	Bituminous Curing Seal	5.4000	285.000	GAL	1,539.00	.000	0.00	.000	0.00	.000	0.00	0.0	0.00	308-S001
0049	12.5-mm MT Asphalt Pavement	103.5000	4845.000	TON	501,457.50	.000	0.00	.000	0.00	.000	0.00	0.0	0.00	403-A002
0050	19-mm MT Asphalt Pavement	92.0000	4097.000	TON	376,924.00	.000	0.00	.000	0.00	.000	0.00	0.0	0.00	403-A005
0051	19-mm ST Asphalt Pavement	92.0000	4108.000	TON	377,936.00	1499.330	137,938.36	10.000	920.00	1509.330	138,858.36	36.7	0.00	403-A006
0052	9.5-mm MT Asphalt Pavement	115.0000	3388.000	TON	389,620.00	.000	0.00	.000	0.00	.000	0.00	0.0	0.00	403-A014
0053	12.5-mm HT Asphalt Pavement Po	160.0000	585.000	TON	93,600.00	.000	0.00	.000	0.00	.000	0.00	0.0	0.00	403-D001
0054	Cold Milling of Bituminous Pav	4.2000	10828.000	SY	45,477.60	.000	0.00	.000	0.00	.000	0.00	0.0	0.00	406-A002
0055	Asphalt for Tack Coat	4.5000	2325.000	GAL	10,462.50	.000	0.00	.000	0.00	.000	0.00	0.0	0.00	407-A001
0056	Geotextile Fabric For Undersea	3.3000	288.000	SY	950.40	.000	0.00	.000	0.00	.000	0.00	0.0	0.00	409-A002
0057	Reinforced Cement Concrete Bri	350.0000	426.000	SY	149,100.00	117.800	41,230.00	327.320	114,562.00	445.120	155,792.00	104.5	0.00	502-A001
0058	Saw Cut Full Depth	11.0000	684.000	LF	7,524.00	.000	0.00	.000	0.00	.000	0.00	0.0	0.00	503-C010
0059	Class ""B"" Structural Concret	400.0000	354.000	CY	141,600.00	281.510	112,604.00	.000	0.00	281.510	112,604.00	79.5	0.00	601-A001
0060	Class ""B"" Structural Concret	1,650.0000	211.000	CY	348,150.00	144.021	237,634.65	.000	0.00	144.021	237,634.65	68.3	0.00	601-B001
0061	Reinforcing Steel	0.8000	76875.000	LBS	61,500.00	65246.999	52,197.60	.000	0.00	65246.999	52,197.60	84.9	0.00	602-A001
0062	18"" Reinforced Concrete Pipe	35.0000	5220.000	LF	182,700.00	3640.000	127,400.00	.000	0.00	3640.000	127,400.00	69.7	0.00	603-CA011
0063	24"" Reinforced Concrete Pipe	45.0000	468.000	LF	21,060.00	420.000	18,900.00	.000	0.00	420.000	18,900.00	89.7	0.00	603-CA026
0064	30"" Reinforced Concrete Pipe	60.0000	296.000	LF	17,760.00	168.000	10,080.00	.000	0.00	168.000	10,080.00	56.8	0.00	603-CA040
0065	36"" Reinforced Concrete Pipe	75.0000	316.000	LF	23,700.00	116.000	8,700.00	.000	0.00	116.000	8,700.00	36.7	0.00	603-CA055
0066	36"" Reinforced Concrete Pipe	100.0000	352.000	LF	35,200.00	384.000	38,400.00	.000	0.00	384.000	38,400.00	109.1	0.00	603-CA057
0067	18"" Reinforced Concrete End S	800.0000	4.000	EA	3,200.00	2.000	1,600.00	.000	0.00	2.000	1,600.00	50.0	0.00	603-CB003
0068	24"" Reinforced Concrete End S	900.0000	2.000	EA	1,800.00	3.000	2,700.00	.000	0.00	3.000	2,700.00	150.0	0.00	603-CB004

Application and Certificate For Payment -- page 4

To Owner: CITY OF RIDGELAND
From (Contractor): Eutaw Construction Company
Project: Lake Harbour Drive Ext.

Application No: 11 Date: 02/01/20 Period To: 02/29/20
Contractor's Job Number: 19013
Architect's Project No:

Item Number	Description	Unit Price	Contract Quantity	UM	Scheduled Value	Work Completed Previous Application Quantity	Work Completed Previous Application Amount	Work Completed This Period Quantity	Work Completed This Period Amount	Completed and Stored To Date Quantity	Completed and Stored To Date Amount	%	Retention	Memo
0069	30"" Reinforced Concrete End S	900.0000	3.000	EA	2,700.00	2.000	1,800.00	.000	0.00	2.000	1,800.00	66.7	0.00	603-CB005
0070	36"" Reinforced Concrete End S	1,500.0000	1.000	EA	1,500.00	1.000	1,500.00	.000	0.00	1.000	1,500.00	100.0	0.00	603-CB006
0071	22"" x 13"" Concrete Arch Pipe	70.0000	48.000	LF	3,360.00	48.000	3,360.00	.000	0.00	48.000	3,360.00	100.0	0.00	603-CE002
0072	44"" x 27"" Concrete Arch Pipe	200.0000	24.000	LF	4,800.00	76.000	15,200.00	.000	0.00	76.000	15,200.00	316.7	0.00	603-CE018
0073	22"" x 13"" Concrete Arch Pipe	800.0000	2.000	EA	1,600.00	2.000	1,600.00	.000	0.00	2.000	1,600.00	100.0	0.00	603-CF002
0074	Castings	1.5000	4187.000	LBS	6,280.50	.000	0.00	.000	0.00	.000	0.00	0.0	0.00	604-A001
0075	Gratings	2.2000	250.000	LBS	550.00	.000	0.00	.000	0.00	.000	0.00	0.0	0.00	604-B001
0076	Guard Rail Class A Type 1	28.0000	200.000	LF	5,600.00	.000	0.00	.000	0.00	.000	0.00	0.0	0.00	606-B001
0077	Guard Rail Bridge End Section	2,800.0000	2.000	EA	5,600.00	.000	0.00	.000	0.00	.000	0.00	0.0	0.00	606-D022
0078	Guard Rail Terminal End Sectio	3,400.0000	2.000	EA	6,800.00	.000	0.00	.000	0.00	.000	0.00	0.0	0.00	606-E007
0079	60"" Type II Chain Link Fence	15.5000	500.000	LF	7,750.00	.000	0.00	.000	0.00	.000	0.00	0.0	0.00	607-B020
0080	Line Post 7' x 1 1/2"" Galva	53.0000	43.000	EA	2,279.00	.000	0.00	.000	0.00	.000	0.00	0.0	0.00	607-P1008
0081	Brace Post 8' x 2"" Galvaniz	170.0000	13.000	EA	2,210.00	.000	0.00	.000	0.00	.000	0.00	0.0	0.00	607-P2007
0082	Concrete Sidewalk With Reinfor	5.0000	5500.000	SY	27,500.00	.000	0.00	.000	0.00	.000	0.00	0.0	0.00	608-B001
0083	Detectable Warning Panels	53.0000	360.000	SF	19,080.00	.000	0.00	.000	0.00	.000	0.00	0.0	0.00	608-C001
0084	Combination Concrete Curb and	44.0000	137.000	LF	6,028.00	.000	0.00	.000	0.00	.000	0.00	0.0	0.00	609-D003
0085	Combination Concrete Curb and	21.0000	13165.000	LF	276,465.00	.000	0.00	5207.000	109,347.00	5207.000	109,347.00	39.6	0.00	609-D007
0086	Concrete Driveway With Reinfor	110.0000	47.000	SY	5,170.00	.000	0.00	.000	0.00	.000	0.00	0.0	0.00	614-B001
0087	Concrete Pier Protection Barri	450.0000	296.000	LF	133,200.00	.000	0.00	.000	0.00	.000	0.00	0.0	0.00	615-A007
0088	Concrete Type III Cast-in-Plac	250.0000	148.000	LF	37,000.00	.000	0.00	.000	0.00	.000	0.00	0.0	0.00	615-A017
0089	10"" Colored and Imprinted Isl	24.0000	684.000	SF	16,416.00	.000	0.00	.000	0.00	.000	0.00	0.0	0.00	907-616-C001
0090	4"" Colored and Imprinted Isla	14.0000	2612.000	SF	36,568.00	.000	0.00	.000	0.00	.000	0.00	0.0	0.00	907-616-C003
0091	6"" Colored and Imprinted Isla	14.0000	4086.000	SF	57,204.00	.000	0.00	.000	0.00	.000	0.00	0.0	0.00	907-616-C004
0092	Right-of-Way Marker	220.0000	44.000	EA	9,680.00	.000	0.00	.000	0.00	.000	0.00	0.0	0.00	617-A001
0093	Maintenance of Traffic	500,000.0000	1.000	LS	500,000.00	54.69 %	273,450.00	2.69 %	13,450.00	57.38 %	286,900.00	57.4	0.00	618-A001
0094	Temporary Traffic Stripe Conti	0.8000	9739.000	LF	7,791.20	.000	0.00	.000	0.00	.000	0.00	0.0	0.00	619-A1002
0095	Temporary Traffic Stripe Conti	0.8000	4101.000	LF	3,280.80	1086.000	868.80	.000	0.00	1086.000	868.80	26.5	0.00	619-A2002
0096	Temporary Traffic Stripe Skip	0.5300	6200.000	LF	3,286.00	.000	0.00	.000	0.00	.000	0.00	0.0	0.00	619-A3002
0097	Temporary Traffic Stripe Skip	0.5300	800.000	LF	424.00	.000	0.00	.000	0.00	.000	0.00	0.0	0.00	619-A4001
0098	Temporary Traffic Stripe Detai	0.8000	1096.000	LF	876.80	.000	0.00	.000	0.00	.000	0.00	0.0	0.00	619-A5001
0099	Temporary Traffic Stripe Legen	2.1000	175.000	SF	367.50	.000	0.00	.000	0.00	.000	0.00	0.0	0.00	619-A6001
0100	Temporary Traffic Stripe Legen	1.1000	2090.000	LF	2,299.00	.000	0.00	.000	0.00	.000	0.00	0.0	0.00	619-A6002
0101	Standard Roadside Construction	10.0000	177.000	SF	1,770.00	150.920	1,509.20	16.000	160.00	166.920	1,669.20	94.3	0.00	619-D1001
0102	Standard Roadside Construction	10.0000	631.000	SF	6,310.00	142.500	1,425.00	220.000	2,200.00	362.500	3,625.00	57.4	0.00	619-D2001

Application and Certificate For Payment -- page 5

To Owner: CITY OF RIDGELAND
From (Contractor): Eutaw Construction Company
Project: Lake Harbour Drive Ext.

Application No: 11 Date: 02/01/20 Period To: 02/29/20
Contractor's Job Number: 19013
Architect's Project No:

Item Number	Description	Unit Price	Contract Quantity	UM	Scheduled Value	Work Completed Previous Application Quantity	Work Completed Previous Application Amount	Work Completed This Period Quantity	Work Completed This Period Amount	Completed and Stored To Date Quantity	Completed and Stored To Date Amount	%	Retention	Memo
0103	Flashing Arrow Panel Type C	3,200.0000	3.000	EA	9,600.00	.000	0.00	.000	0.00	.000	0.00	0.0	0.00	619-E1001
0104	Changeable Message Sign	16,000.0000	3.000	EA	48,000.00	2.000	32,000.00	.000	0.00	2.000	32,000.00	66.7	0.00	907-619-E3001
0105	Concrete Median Barrier Precas	15.0000	411.000	LF	6,165.00	1659.000	24,885.00	.000	0.00	1659.000	24,885.00	403.6	0.00	619-F1001
0106	Portable Median Barrier	15.0000	1330.000	LF	19,950.00	.000	0.00	.000	0.00	.000	0.00	0.0	0.00	619-F1002
0107	Remove and Reset Concrete Medi	6.0000	600.000	LF	3,600.00	570.000	3,420.00	.000	0.00	570.000	3,420.00	95.0	0.00	619-F2001
0108	Remove and Reset Portable Medi	6.0000	1400.000	LF	8,400.00	.000	0.00	.000	0.00	.000	0.00	0.0	0.00	619-F2002
0109	Barricades Type III Single Fac	22.0000	84.000	LF	1,848.00	208.000	4,576.00	12.000	264.00	220.000	4,840.00	261.9	0.00	619-G4005
0110	Barricades Type III Single Fac	45.0000	48.000	LF	2,160.00	.000	0.00	.000	0.00	.000	0.00	0.0	0.00	619-G4007
0111	Free Standing Plastic Drums	45.0000	93.000	EA	4,185.00	11.000	495.00	.000	0.00	11.000	495.00	11.8	0.00	619-G5001
0112	Warning Lights Type ""B""	235.0000	10.000	EA	2,350.00	.000	0.00	.000	0.00	.000	0.00	0.0	0.00	619-G7001
0113	Traffic Signals	90,000.0000	1.000	LS	90,000.00	75.00 %	67,500.00	0.00 %	0.00	75.00 %	67,500.00	75.0	0.00	619-H1001
0114	Impact Attenuator 70 MPH	7,000.0000	2.000	EA	14,000.00	3.000	21,000.00	.000	0.00	3.000	21,000.00	150.0	0.00	619-J1005
0115	Mobilization	1,450,000.0000	1.000	LS	1,450,000.00	90.00 %	1,305,000.00	0.00 %	0.00	90.00 %	1,305,000.00	90.0	0.00	620-A001
0116	6"" Thermoplastic Double Drop	0.5300	946.000	LF	501.38	.000	0.00	.000	0.00	.000	0.00	0.0	0.00	626-A002
0117	6"" Thermoplastic Traffic Stri	0.5300	9836.000	LF	5,213.08	.000	0.00	.000	0.00	.000	0.00	0.0	0.00	626-A003
0118	6"" Thermoplastic Traffic Stri	1.0700	1057.000	LF	1,130.99	.000	0.00	.000	0.00	.000	0.00	0.0	0.00	626-B003
0119	6"" Thermoplastic Double Drop	1.0700	946.000	LF	1,012.22	.000	0.00	.000	0.00	.000	0.00	0.0	0.00	626-C001
0120	6"" Thermoplastic Edge Stripe	1.0700	9179.000	LF	9,821.53	.000	0.00	.000	0.00	.000	0.00	0.0	0.00	626-C003
0121	6"" Thermoplastic Traffic Stri	0.4800	1008.000	LF	483.84	.000	0.00	.000	0.00	.000	0.00	0.0	0.00	626-D004
0122	6"" Thermoplastic Traffic Stri	1.0100	3588.000	LF	3,623.88	.000	0.00	.000	0.00	.000	0.00	0.0	0.00	626-E003
0123	6"" Thermoplastic Double Drop	1.0100	946.000	LF	955.46	.000	0.00	.000	0.00	.000	0.00	0.0	0.00	626-F002
0124	6"" Thermoplastic Edge Stripe	1.0100	4791.000	LF	4,838.91	.000	0.00	.000	0.00	.000	0.00	0.0	0.00	626-F004
0125	Thermoplastic Detail Stripe Wh	1.3000	8336.000	LF	10,836.80	.000	0.00	.000	0.00	.000	0.00	0.0	0.00	626-G002
0126	Thermoplastic Detail Stripe Ye	1.3000	3120.000	LF	4,056.00	.000	0.00	.000	0.00	.000	0.00	0.0	0.00	626-G003
0127	Thermoplastic Legend White	6.4000	1239.000	SF	7,929.60	.000	0.00	.000	0.00	.000	0.00	0.0	0.00	626-H004
0128	Thermoplastic Legend White	3.2000	2063.000	LF	6,601.60	.000	0.00	.000	0.00	.000	0.00	0.0	0.00	626-H005
0129	Red-Clear Reflective High Perf	7.5000	387.000	EA	2,902.50	.000	0.00	.000	0.00	.000	0.00	0.0	0.00	627-K001
0130	Two-Way Yellow Reflective High	7.5000	232.000	EA	1,740.00	.000	0.00	.000	0.00	.000	0.00	0.0	0.00	627-L001
0131	Vehicular Impact Attenuator 70	45,000.0000	2.000	EA	90,000.00	.000	0.00	.000	0.00	.000	0.00	0.0	0.00	629-A005
0132	Median Barrier End Section	2,800.0000	2.000	EA	5,600.00	.000	0.00	.000	0.00	.000	0.00	0.0	0.00	629-B001
0133	Vehicular Impact Attenuator Ba	2,000.0000	2.000	EA	4,000.00	.000	0.00	.000	0.00	.000	0.00	0.0	0.00	629-C001
0134	Standard Roadside Signs Sheet	21.0000	70.000	SF	1,470.00	.000	0.00	.000	0.00	.000	0.00	0.0	0.00	630-A001
0135	Standard Roadside Signs Sheet	23.0000	94.000	SF	2,162.00	.000	0.00	.000	0.00	.000	0.00	0.0	0.00	630-A003
0136	Standard Roadside Signs Sheet	22.0000	39.000	SF	858.00	.000	0.00	.000	0.00	.000	0.00	0.0	0.00	630-A005

Application and Certificate For Payment -- page 6

To Owner: CITY OF RIDGELAND
From (Contractor): Eutaw Construction Company
Project: Lake Harbour Drive Ext.

Application No: 11 Date: 02/01/20 Period To: 02/29/20
Contractor's Job Number: 19013
Architect's Project No:

Item Number	Description	Unit Price	Contract Quantity	UM	Scheduled Value	Work Completed Previous Application Quantity	Work Completed Previous Application Amount	Work Completed This Period Quantity	Work Completed This Period Amount	Completed and Stored To Date Quantity	Completed and Stored To Date Amount	%	Retention	Memo
0137	Steel U-Section Posts 3.0 lb/f	10.0000	445.000	LF	4,450.00	.000	0.00	.000	0.00	.000	0.00	0.0	0.00	630-C003
0138	Solid State Traffic Cabinet As	27,000.0000	1.000	EA	27,000.00	.000	0.00	.000	0.00	.000	0.00	0.0	0.00	907-632-A010
0139	Remove and Replace Existing T	26,000.0000	1.000	EA	26,000.00	.000	0.00	.000	0.00	.000	0.00	0.0	0.00	907-632-B007
0140	Power Service Pedestal	4,000.0000	2.000	EA	8,000.00	.000	0.00	.000	0.00	.000	0.00	0.0	0.00	907-632-J001
0141	Uninterruptable Power Supply	10,000.0000	1.000	EA	10,000.00	.000	0.00	.000	0.00	.000	0.00	0.0	0.00	907-633-A001
0142	Traffic Signal Equipment Pole	20,000.0000	1.000	EA	20,000.00	.000	0.00	.000	0.00	.000	0.00	0.0	0.00	907-634-A028
0143	Traffic Signal Equipment Pole	20,000.0000	2.000	EA	40,000.00	.000	0.00	.000	0.00	.000	0.00	0.0	0.00	907-634-A029
0144	Traffic Signal Equipment Pole	24,000.0000	3.000	EA	72,000.00	.000	0.00	.000	0.00	.000	0.00	0.0	0.00	907-634-A031
0145	Traffic Signal Equipment Pole	22,000.0000	1.000	EA	22,000.00	.000	0.00	.000	0.00	.000	0.00	0.0	0.00	907-634-A044
0146	Traffic Signal Equipment Pole	25,000.0000	1.000	EA	25,000.00	.000	0.00	.000	0.00	.000	0.00	0.0	0.00	907-634-A046
0147	Traffic Signal Equipment Pole	1,700.0000	3.000	EA	5,100.00	.000	0.00	.000	0.00	.000	0.00	0.0	0.00	907-634-A545
0148	Pole Foundations Class ""B"" C	1.0500	69.000	CY	72.45	.000	0.00	.000	0.00	.000	0.00	0.0	0.00	907-634-C001
0149	Slip Casing 24"" Diameter	1.0500	15.000	LF	15.75	.000	0.00	.000	0.00	.000	0.00	0.0	0.00	907-634-D001
0150	Slip Casing 30"" Diameter	1.0500	30.000	LF	31.50	.000	0.00	.000	0.00	.000	0.00	0.0	0.00	907-634-D002
0151	Slip Casing 36"" Diameter	1.0500	42.000	LF	44.10	.000	0.00	.000	0.00	.000	0.00	0.0	0.00	907-634-D003
0152	Traffic Signal Head Type 1	960.0000	14.000	EA	13,440.00	.000	0.00	.000	0.00	.000	0.00	0.0	0.00	635-A059
0153	Traffic Signal Head Type 2	960.0000	4.000	EA	3,840.00	.000	0.00	.000	0.00	.000	0.00	0.0	0.00	635-A061
0154	Traffic Signal Head Type 2 FYA	105.0000	7.000	EA	735.00	.000	0.00	.000	0.00	.000	0.00	0.0	0.00	635-A065
0155	Traffic Signal Head Type 3	1,300.0000	2.000	EA	2,600.00	.000	0.00	.000	0.00	.000	0.00	0.0	0.00	635-A070
0156	Traffic Signal Head Type 6	850.0000	14.000	EA	11,900.00	.000	0.00	.000	0.00	.000	0.00	0.0	0.00	635-A076
0157	Electric Cable Underground in	2.0000	2030.000	LF	4,060.00	.000	0.00	.000	0.00	.000	0.00	0.0	0.00	907-636-B014
0158	Electric Cable Underground in	7.0000	1405.000	LF	9,835.00	.000	0.00	.000	0.00	.000	0.00	0.0	0.00	907-636-B016
0159	Electric Cable Underground in	5.0000	195.000	LF	975.00	.000	0.00	.000	0.00	.000	0.00	0.0	0.00	907-636-B027
0160	Electric Cable Underground in	21.0000	80.000	LF	1,680.00	.000	0.00	.000	0.00	.000	0.00	0.0	0.00	907-636-B034
0161	Underground Cable and Conduit	0.1000	2000.000	LF	200.00	.000	0.00	.000	0.00	.000	0.00	0.0	0.00	907-636-G001
0162	Pullbox Enclosure Type 2	500.0000	11.000	EA	5,500.00	.000	0.00	.000	0.00	.000	0.00	0.0	0.00	907-637-A002
0163	Pullbox Enclosure Type 3	500.0000	6.000	EA	3,000.00	.000	0.00	.000	0.00	.000	0.00	0.0	0.00	907-637-A003
0164	Pullbox Enclosure Type 4	990.0000	3.000	EA	2,970.00	.000	0.00	.000	0.00	.000	0.00	0.0	0.00	907-637-A004
0165	Traffic Signal Conduit Undergr	21.0000	50.000	LF	1,050.00	.000	0.00	.000	0.00	.000	0.00	0.0	0.00	907-637-C015
0166	Traffic Signal Conduit Undergr	27.0000	900.000	LF	24,300.00	.000	0.00	.000	0.00	.000	0.00	0.0	0.00	907-637-C028
0167	Traffic Signal Conduit Undergr	27.0000	40.000	LF	1,080.00	.000	0.00	.000	0.00	.000	0.00	0.0	0.00	907-637-C030
0168	Traffic Signal Conduit Undergr	20.0000	1585.000	LF	31,700.00	.000	0.00	.000	0.00	.000	0.00	0.0	0.00	907-637-D003
0169	Railroad Signal Preemption	11,000.0000	1.000	EA	11,000.00	.000	0.00	.000	0.00	.000	0.00	0.0	0.00	907-639-A001
0170	Type 1 Optical Detector	740.0000	8.000	EA	5,920.00	.000	0.00	.000	0.00	.000	0.00	0.0	0.00	907-639-B001

Application and Certificate For Payment -- page 7

To Owner: CITY OF RIDGELAND
From (Contractor): Eutaw Construction Company
Project: Lake Harbour Drive Ext.

Application No: 11 Date: 02/01/20 Period To: 02/29/20
Contractor's Job Number: 19013
Architect's Project No:

Item Number	Description	Unit Price	Contract Quantity	UM	Scheduled Value	Work Completed Previous Application Quantity	Work Completed Previous Application Amount	Work Completed This Period Quantity	Work Completed This Period Amount	Completed and Stored To Date Quantity	Completed and Stored To Date Amount	%	Retention	Memo
0171	Type 1 Optical Detector Cable	2.0000	1375.000	LF	2,750.00	.000	0.00	.000	0.00	.000	0.00	0.0	0.00	907-639-C001
0172	Multimode Phase Selector	3,700.0000	2.000	EA	7,400.00	.000	0.00	.000	0.00	.000	0.00	0.0	0.00	907-639-D001
0173	Video Vehicle Detection Sensor	5,600.0000	4.000	EA	22,400.00	.000	0.00	.000	0.00	.000	0.00	0.0	0.00	907-643-A002
0174	Video Vehicle Detection Cable	10.0000	95.000	LF	950.00	.000	0.00	.000	0.00	.000	0.00	0.0	0.00	907-643-B001
0175	Multi-Sensor Vehicle Detection	15,000.0000	4.000	EA	60,000.00	.000	0.00	.000	0.00	.000	0.00	0.0	0.00	907-643-E001
0176	Multi-Sensor Vehicle Detection	1.0700	1323.000	LF	1,415.61	.000	0.00	.000	0.00	.000	0.00	0.0	0.00	907-643-F001
0177	Accessible Pedestrian Detectio	1,000.0000	14.000	EA	14,000.00	.000	0.00	.000	0.00	.000	0.00	0.0	0.00	907-645-B001
0178	LED Blank-Out Sign	3,700.0000	2.000	EA	7,400.00	.000	0.00	.000	0.00	.000	0.00	0.0	0.00	646-C001
0179	On Street Video Equipment PTZ	7,100.0000	1.000	EA	7,100.00	.000	0.00	.000	0.00	.000	0.00	0.0	0.00	907-650-A003
0180	Traffic Sign	130.0000	23.000	SF	2,990.00	.000	0.00	.000	0.00	.000	0.00	0.0	0.00	907-653-A001
0181	Street Name Sign	150.0000	63.000	SF	9,450.00	.000	0.00	.000	0.00	.000	0.00	0.0	0.00	907-653-B001
0182	Traffic Management Center Modi	9,600.0000	1.000	LS	9,600.00	0.00 %	0.00	0.00 %	0.00	0.00 %	0.00	0.0	0.00	907-659-A001
0183	Fiber Optic Drop Cable 12 SM	8.5000	240.000	LF	2,040.00	.000	0.00	.000	0.00	.000	0.00	0.0	0.00	907-661-B002
0184	Network Switch Type A	3,500.0000	2.000	EA	7,000.00	.000	0.00	.000	0.00	.000	0.00	0.0	0.00	907-663-A001
0185	Underground Branch Circuit AWG	21.0000	1810.000	LF	38,010.00	.000	0.00	.000	0.00	.000	0.00	0.0	0.00	682-A001
0186	Underground Branch Circuit AWG	7.0000	1320.000	LF	9,240.00	.000	0.00	.000	0.00	.000	0.00	0.0	0.00	682-A010
0187	Underground Branch Circuit AWG	8.0000	1104.000	LF	8,832.00	.000	0.00	.000	0.00	.000	0.00	0.0	0.00	682-A028
0188	Underground Branch Circuit AWG	9.0000	1050.000	LF	9,450.00	.000	0.00	.000	0.00	.000	0.00	0.0	0.00	682-A034
0189	Underground Branch Circuit AWG	8.0000	1551.000	LF	12,408.00	.000	0.00	.000	0.00	.000	0.00	0.0	0.00	682-A039
0190	Underground Branch Circuit Jac	21.0000	385.000	LF	8,085.00	.000	0.00	.000	0.00	.000	0.00	0.0	0.00	682-B001
0191	Underground Branch Circuit Jac	13.0000	625.000	LF	8,125.00	.000	0.00	.000	0.00	.000	0.00	0.0	0.00	682-B010
0192	Underground Branch Circuit Jac	15.0000	287.000	LF	4,305.00	.000	0.00	.000	0.00	.000	0.00	0.0	0.00	682-B025
0193	Underground Branch Circuit Jac	15.0000	370.000	LF	5,550.00	.000	0.00	.000	0.00	.000	0.00	0.0	0.00	682-B032
0194	Underground Branch Circuit Jac	14.0000	415.000	LF	5,810.00	.000	0.00	.000	0.00	.000	0.00	0.0	0.00	682-B037
0195	Structure Mounted Branch Circu	22.0000	650.000	LF	14,300.00	.000	0.00	.000	0.00	.000	0.00	0.0	0.00	682-C009
0196	Structure Mounted Branch Circu	22.0000	100.000	LF	2,200.00	.000	0.00	.000	0.00	.000	0.00	0.0	0.00	682-C033
0197	Underground Junction Box	1,700.0000	4.000	EA	6,800.00	.000	0.00	.000	0.00	.000	0.00	0.0	0.00	682-E002
0198	Underground Junction Box With	1,800.0000	4.000	EA	7,200.00	.000	0.00	.000	0.00	.000	0.00	0.0	0.00	682-E003
0199	Lighting Assembly Per Plans Wa	920.0000	12.000	EA	11,040.00	.000	0.00	.000	0.00	.000	0.00	0.0	0.00	907-683-PP001
0200	Lighting Assembly Per Plans Wa	920.0000	3.000	EA	2,760.00	.000	0.00	.000	0.00	.000	0.00	0.0	0.00	907-683-PP001
0201	Pole Foundation 30"" Diameter	1,400.0000	48.000	CY	67,200.00	.000	0.00	.000	0.00	.000	0.00	0.0	0.00	684-A004
0202	Pole Foundation 48"" Diameter	1,600.0000	13.000	CY	20,800.00	12.101	19,361.60	.000	0.00	12.101	19,361.60	93.1	0.00	684-A007
0203	Relocation of Existing Lightin	7,000.0000	1.000	EA	7,000.00	1.000	7,000.00	.000	0.00	1.000	7,000.00	100.0	0.00	686-A001
0204	Relocation of Existing Wiring	0.1000	1661.000	LF	166.10	.000	0.00	.000	0.00	.000	0.00	0.0	0.00	686-B001

Application and Certificate For Payment -- page 8

To Owner: CITY OF RIDGELAND
From (Contractor): Eutaw Construction Company
Project: Lake Harbour Drive Ext.

Application No: 11 Date: 02/01/20 Period To: 02/29/20
Contractor's Job Number: 19013
Architect's Project No:

Item Number	Description	Unit Price	Contract Quantity	UM	Scheduled Value	Work Completed Previous Application Quantity	Work Completed Previous Application Amount	Work Completed This Period Quantity	Work Completed This Period Amount	Completed and Stored To Date Quantity	Completed and Stored To Date Amount	%	Retention	Memo
0205	Roadway Construction Stakes	250,000.0000	1.000	LS	250,000.00	54.69 %	136,725.00	2.69 %	6,725.00	57.38 %	143,450.00	57.4	0.00	699-A001
0206	Loose Riprap Size 100	65.0000	334.000	TON	21,710.00	184.690	12,004.85	41.970	2,728.05	226.660	14,732.90	67.9	0.00	815-A002
0207	Loose Riprap Size 300	65.0000	300.000	TON	19,500.00	.000	0.00	.000	0.00	.000	0.00	0.0	0.00	815-A007
0208	Geotextile under Riprap	5.0000	450.000	SY	2,250.00	238.300	1,191.50	.000	0.00	238.300	1,191.50	53.0	0.00	815-E001
0209	Railway-Highway Provisions	50,000.0000	1.000	LS	50,000.00	0.00 %	0.00	0.00 %	0.00	0.00 %	0.00	0.0	0.00	907-899-A001
0210	Lighting Assembly Low Mast Ty	5,600.0000	26.000	EA	145,600.00	.000	0.00	.000	0.00	.000	0.00	0.0	0.00	L00016: 683-B500
0211	Lighting Assembly Low Mast Ty	4,400.0000	20.000	EA	88,000.00	.000	0.00	.000	0.00	.000	0.00	0.0	0.00	L00016: 683-B500
0212	Secondary Power Controller Per	7,100.0000	3.000	EA	21,300.00	.000	0.00	.000	0.00	.000	0.00	0.0	0.00	L00033: 907-682- PP50
0213	Transverse Grooving	2.5000	2305.000	SY	5,762.50	.000	0.00	.000	0.00	.000	0.00	0.0	0.00	501-KOO1
0214	Conventional Static Pile Load	5,000.0000	1.000	EA	5,000.00	.000	0.00	.000	0.00	.000	0.00	0.0	0.00	803-B001
0215	14""x14"" Prestressed Concrete	55.0000	.000	LF	0.00	.000	0.00	.000	0.00	.000	0.00	0.0	0.00	803-C002
0216	PDA Test Pile	6,200.0000	2.000	EA	12,400.00	2.000	12,400.00	.000	0.00	2.000	12,400.00	100.0	0.00	803-I001
0217	Pile Restrike	1,000.0000	2.000	EA	2,000.00	1.000	1,000.00	.000	0.00	1.000	1,000.00	50.0	0.00	803-J001
0218	Drilled Shafts (54"" Diameter)	500.0000	755.000	LF	377,500.00	775.000	387,500.00	.000	0.00	775.000	387,500.00	102.6	0.00	803-K007
0219	Test Shaft (54"" Diameter)	130,000.0000	1.000	EA	130,000.00	1.000	130,000.00	.000	0.00	1.000	130,000.00	100.0	0.00	803-L003
0220	Trial Shaft (54"" Diameter)	600.0000	66.000	LF	39,600.00	66.000	39,600.00	.000	0.00	66.000	39,600.00	100.0	0.00	803-M006
0221	Exploration	1.0000	200.000	LF	200.00	.000	0.00	.000	0.00	.000	0.00	0.0	0.00	803-N001
0222	Temporary Casing (54"" Diamete	1.0000	400.000	LF	400.00	225.000	225.00	.000	0.00	225.000	225.00	56.3	0.00	803-O019
0223	Bridge Concrete Class ""AA""	850.0000	558.000	CY	474,300.00	555.860	472,481.00	.000	0.00	555.860	472,481.00	99.6	0.00	804-A001
0224	Bridge Concrete Class ""BD""	950.0000	1429.000	CY	1,357,550.00	1257.010	1,194,159.50	37.820	35,929.00	1294.830	1,230,088.50	90.6	0.00	804-A004
0225	136 Ft. Prestreessed Concrete	280.0000	3527.000	LF	987,560.00	3526.640	987,459.20	.000	0.00	3526.640	987,459.20	100.0	0.00	804-C056
0226	80 Ft. Prestreessed Concrete B	220.0000	1752.000	LF	385,440.00	1751.860	385,409.20	.000	0.00	1751.860	385,409.20	100.0	0.00	804-C120
0227	Reinforcement	1.2600	337505.000	LBS	425,256.30	334084.849	420,946.91	3420.151	4,309.39	337505.000	425,256.30	100.0	0.00	805-A001
0228	Concrete-Steel Railing	385.0000	956.000	LF	368,060.00	.000	0.00	296.000	113,960.00	296.000	113,960.00	31.0	0.00	813-B001
0229	Concrete Slope Paving	600.0000	270.000	CY	162,000.00	216.404	129,842.40	.000	0.00	216.404	129,842.40	80.1	0.00	815-D001
Total					14,561,980.15		8,495,791.83		407,530.44		8,903,322.27		0.00	
99														
0230	HP 12 X 53 Steel Piling SA	55.0000	2385.000	LF	131,175.00	2240.000	123,200.00	.000	0.00	2240.000	123,200.00	93.9	0.00	
UNACOR	Unapproved Change Orders Billing Total	0.0000	.000	LS	0.00	0.00 %	0.00	0.00 %	0.00	0.00 %	0.00	0.0	0.00	
Total					131,175.00		123,200.00		0.00		123,200.00		0.00	
	Application Total				14,693,155.15		8,618,991.83		407,530.44		9,026,522.27		0.00	

the city of RIDGELAND

public works

MEMORANDUM

TO: The Mayor and Board of Aldermen

FROM: Christopher W. Bryson, P.E., City Engineer

DATE: March 24, 2020

RE: **AUTHORIZATION TO ADVERTISE FOR BIDS**
Highland Colony Parkway-Renaissance Driveways Traffic Signal Improvements
STP-7354-00(005) LPA / 108011-701000
City of Ridgeland, Madison County, Mississippi

We respectfully request the Mayor and Board of Aldermen authorize the Public Works Department to advertise for bids on the above referenced project. On March 24, 2020 the Federal Highway Administration and the Mississippi Department of Transportation provided written authorization to advertise the subject project for bids based on their review and approval of the PS&E Assembly that was submitted to MDOT on February 21, 2020 and revised on March 17, 2020.

Upon your approval, the project would be published in the April 10th and April 17th editions of the Clarion Ledger. Based on these advertisement dates, the earliest date for a Bid Opening would be Tuesday, May 12, 2020. The Bid Opening results and a recommendation for awarding the contract would be presented to you at the May 19th Board meeting.

The project's total construction costs are estimated to be $1,016,235.09 at this time, which includes construction of traffic signals at two intersections, construction engineering & inspection, 5% materials testing allowance, and 5% construction contingency allowance. There are $926,000.00 in Federal Funds allocated for this project which are eligible to be used at a 100% Federal Share; however, the City of Ridgeland will be responsible for providing funding for construction and inspection costs that exceed this Federal award amount. Currently, the local funding amount required is estimated to be $90,235.09; however this amount will change based on the low bid amount and the actual amount of testing and construction contingency required.

Thank you for your consideration of our request. Please contact me if you have any questions.

mailing address: p.o. box 217 • ridgeland, ms 39158
street address: 304 highway 51 • ridgeland, ms 39157
ph: 601.853.2027 • fax: 601.853.2019 • www.ridgelandms.org

Gene F. McGee, cmo - mayor • John M. McCollum - director of public works

board of aldermen: D.I. Smith, cmo - at-large • Ken Heard, cmo - ward 1 • Chuck Gautier, cmo - ward 2
Kevin Holder, cmo, mayor pro tempore - ward 3 • Brian P. Ramsey, cmo - ward 4 • Bill Lee - ward 5 • Wesley Hamlin, cmo - ward 6

Melinda L. McGrath
Executive Director

P. O. Box 1850
Jackson, MS 39215-1850
Telephone (601) 359-7249
FAX (601) 359-7050
GoMDOT.com

MDOT
MISSISSIPPI DEPARTMENT OF TRANSPORTATION

Brian D. Ratliff
Deputy Executive Director/Chief Engineer
Lisa M. Hancock
Deputy Executive Director/Administration
Willie Huff
Director, Office of Enforcement
Charles R. Carr
Director, Office of Intermodal Planning

March 24, 2020

Honorable Gene F. McGee
Mayor, City of Ridgeland
P.O. Box 217
Ridgeland, MS 39158

RE: STP-7354-00(005)LPA/108011-701000 - Authority to Advertise
Madison County

Dear Mayor McGee:

This letter confirms that the Federal Highway Administration and the Mississippi Department of Transportation have received and approved the PS&E Package submitted and hereby authorize the advertisement for receipt of bids on the subject project which is for New Traffic Signals at Highland Colony Parkway at Renaissance Driveway. No changes are to be made to the proposal before advertising without submission and approval by MDOT and FHWA, as applicable. Additionally, all Addenda must also be approved. Any unapproved changes will result in non-participating costs in the contract.

In the advertisement, receipt of bids and opening of bids, the following criteria must be met:

1. The date of the first ad must be within 60 days from the date of this letter. Failure to advertise within this time frame will result in the funding authority being de-obligated and authority to advertise is rescinded.
2. The advertisement must be published in a newspaper having statewide distribution, once a minimum of three weeks prior to the scheduled receipt of bids, and the second time a minimum of two weeks prior to the scheduled receipt of bids. One **Sworn Proof** of Publication is furnished us. At the present time, the only newspaper with Statewide distribution is the Clarion-Ledger in Jackson. Refer to the first paragraph of the PDM in Chapter 6, and consult your District LPA Coordinator for guidance in setting these dates.
3. Bidding procedures on a nondiscriminatory basis must be afforded to all qualified bidders regardless of State boundaries. You can not require any license or certificate that would restrict competition, or prevent submission of a bid or prohibit consideration of a bid submitted by any responsible contractor, whether resident or nonresident of Mississippi. Please see the attached copy of Page 9 Federal-Aid Policy Guide (Transmittal 2) dated April 7, 1992, 23 CFR 635A Section 635.110 – Licensing and qualification of contractors.
4. Proposals must be opened and read publicly at the time and at the place indicated in the proposal and/or advertisement. Do not accept a stripped proposal. The bidders must return the entire proposal that you sold to them, plus any addendums and their bid bond. Proposals received after the time for opening of bids <u>must be returned to the bidder unopened</u>.
5. All proposals opened must be filed prior to the time and at the place specified in the proposal and/or in the advertisement.
6. Before award, the successful bidder must have obtained a State Privilege License from the State Department of Revenue.

7. Notice to Bidders No. 7 (DBE's in Federal-Aid Highway Construction) and Supplement to Notice to Bidders 7 are a part of this contract. The Section titled 'Directory' refers to the current list of Certified DBE Contractors and Certified DBE Suppliers/Manufacturers published monthly by MDOT on the website www.gomdot.com. The DBE firm must be on the Department's list of "Certified DBE Contractors" that is posted online at the time the job is let and approved by MDOT to count towards meeting the DBE goal.
8. The DBE Goal for this project is 3%.
9. Refer to Chapter 6: MDOT Authorization and LPA Selection of a Contractor, in the on-line PDM (www.gomdot.com, Projects, Local Public Agencies), for guidance to request concurrence in the award or to reject bids and re-advertise.
10. The award of the contract or the rejection of all bids submitted is subject to the concurrence of the Mississippi Department of Transportation. Awarded projects shall not be executed prior to concurrence by MDOT.

When the dates for advertisement and receipt of bids in accordance with the foregoing are established, please furnish this information to the District LPA Engineer, Josh Tillery, and District Engineer, Mr. Neil Patterson, P.O. Box 90, Newton, Mississippi 39345. This notification is essential in order that representatives of the Department may be present at this opening of bids.

For your information, Chapter 474, General Laws of Mississippi as amended by Chapter 393, General Laws of Mississippi provides that nothing therein shall apply to highway construction, highway bridges, overpasses, and any other project incidental to the construction of highways which are designated as federal aid projects and federal funds are involved; therefore the Certificate of Responsibility requirements of this law are not applicable to a Local Public Agency (LPA) Project designated as a federal aid project where federal funds are involved.

The LPA's prorated share of the project cost will be based on the low bid, estimated cost of the contingencies and construction engineering, if applicable, and that share amount will be provided by MDOT in the Concurrence in Award Letter.

Sincerely,

Lee Frederick, P. E.
State LPA Engineer

TLF:phm

cc: Commissioner Willie Simmons
Assistant to the Executive Director
LPA Division
Construction Division
Central File
District Engineer
District LPA Engineer (Tillery)
Federal Highway Administration
Neel-Schaffer, Inc.

ENGINEER'S OPINION OF PROBABLE COST

February-2020

Signals on Highland Colony Parkway at Renaissance
Federal Aid Project No. STP-7354-00(005) LPA / 108011-701000

ITEM NUMBER	ITEM DESCRIPTION	UNIT	QTY.	UNIT PRICE	TOTAL
202-B088	Removal of Curb & Gutter, All Types	LF	36	$40.00	$1,440.00
203-EX041	Borrow Excavation, AH, LVM, Class B9-6	CY	90	$50.00	$4,500.00
203-G002	Excess Excavation, LVM, AH	CY	45	$40.00	$1,800.00
216-B001	Solid Sodding, Bermuda	SY	500	$25.00	$12,500.00
219-A001	Watering	KGAL	10	$20.00	$200.00
234-A001	Temporary Silt Fence	LF	250	$15.00	$3,750.00
237-A002	Wattles, 20"	LF	250	$15.00	$3,750.00
608-B001	Concrete Sidewalk, With Reinforcement	SY	275	$150.00	$41,250.00
907-608-C001	Detectable Warning Panels	SF	358	$50.00	$17,900.00
609-D001	Combination Concrete Curb and Gutter Type 1	LF	36	$60.00	$2,160.00
616-A001	Concrete Median and/or Island Pavement, 10-inch	SY	13	$250.00	$3,250.00
616-A004	Concrete Median and/or Island Pavement, 4-inch	SY	30	$200.00	$6,000.00
618-A001	Maintenance of Traffic	LS	1	$20,000.00	$20,000.00
618-B001	Additional Construction Signs	SF	1	$10.00	$10.00
620-A001	Mobilization	LS	1	$60,000.00	$60,000.00
626-H005	Thermoplastic Legend, White	LF	4374	$3.00	$13,122.00
628-L001	High Performance Cold Plastic Legend, White	LF	1944	$10.00	$19,440.00
630-A001	Standard Roadside Signs, Sheet Aluminum, 0.080" Thickness	SF	2	$50.00	$100.00
630-A003	Standard Roadside Signs, Sheet Aluminum, 0.125" Thickness	SF	9	$50.00	$450.00
907-632-A007	Solid State Traffic Cabinet Assembly, Type III Cabinet, Type 1 Controller	EA	2	$20,000.00	$40,000.00
907-632-J001	Power Service Pedestal	EA	2	$4,000.00	$8,000.00
907-632-PP001	Traffic Signal Remote Monitoring Systems, Per Plans	EA	2	$20,000.00	$40,000.00
907-633-A001	Uninterruptable Power Supply	EA	2	$12,000.00	$24,000.00
907-634-A047	Traffic Signal Equipment Pole, Type II(L), 30' Shaft, 55' Arm	EA	1	$25,000.00	$25,000.00
907-634-A048	Traffic Signal Equipment Pole, Type II(L), 30' Shaft, 60' Arm	EA	1	$27,000.00	$27,000.00
907-634-A545	Traffic Signal Equipment Pole, Type VI, 8' Shaft	EA	1	$2,000.00	$2,000.00
907-634-A549	Traffic Signal Equipment Pole, Type II(L), 21' Shaft, 50' Arm	EA	2	$22,000.00	$44,000.00
907-634-A550	Traffic Signal Equipment Pole, Type II(L), 21' Shaft, 55' Arm	EA	3	$23,500.00	$70,500.00
907-634-A551	Traffic Signal Equipment Pole, Type II(L), 21' Shaft, 60' Arm	EA	1	$25,000.00	$25,000.00
907-634-C001	Pole Foundations, Class "B" Concrete	CY	32	$800.00	$25,600.00
635-A059	Traffic Signal Head, Type 1	EA	13	$1,000.00	$13,000.00
635-A061	Traffic Signal Head, Type 2	EA	4	$1,100.00	$4,400.00
635-A065	Traffic Signal Head, Type 2 FYA	EA	4	$1,200.00	$4,800.00
635-A070	Traffic Signal Head, Type 3	EA	3	$1,000.00	$3,000.00
635-A076	Traffic Signal Head, Type 6	EA	14	$1,500.00	$21,000.00
907-636-B003	Electric Cable, Underground in Conduit, IMSA 20-1, AWG 10, 2 Conductor	LF	1045	$3.00	$3,135.00
907-636-B014	Electric Cable, Underground in Conduit, IMSA 20-1, AWG 14, 5 Conductor	LF	2105	$3.00	$6,315.00
907-636-B016	Electric Cable, Underground in Conduit, IMSA 20-1, AWG 14, 8 Conductor	LF	1135	$3.00	$3,405.00
907-636-B025	Electric Cable, Underground in Conduit, IMSA 20-1, AWG 6, 3 Conductor	LF	105	$10.00	$1,050.00
907-636-D001	Electric Cable, Aerial Supported in Conduit, IMSA 20-1, AWG 10, 2 Conductor	LF	120	$3.00	$360.00
907-636-D006	Electric Cable, Aerial Supported in Conduit, IMSA 20-1, AWG 14, 5 Conductor	LF	152	$3.00	$456.00
907-636-D008	Electric Cable, Aerial Supported in Conduit, IMSA 20-1, AWG 14, 8 Conductor	LF	540	$3.00	$1,620.00
907-637-A002	Pullbox Enclosure, Type 2	EA	7	$1,000.00	$7,000.00
907-637-A003	Pullbox Enclosure, Type 3	EA	3	$1,250.00	$3,750.00
907-637-C028	Traffic Signal Conduit, Underground, Type 4, 2"	LF	125	$10.00	$1,250.00
907-637-C030	Traffic Signal Conduit, Underground, Type 4, 3"	LF	225	$15.00	$3,375.00
907-637-D002	Traffic Signal Conduit, Underground Drilled or Jacked, Rolled Pipe, 2"	LF	1840	$18.00	$33,120.00
907-637-D003	Traffic Signal Conduit, Underground Drilled or Jacked, Rolled Pipe, 3"	LF	1500	$20.00	$30,000.00
907-643-A004	Video Vehicle Detection Sensor, Type 1A	EA	4	$7,000.00	$28,000.00
907-643-B001	Video Vehicle Detection Cable	LF	805	$3.00	$2,415.00
907-643-E001	Multi-Sensor Vehicle Detection Sensor	EA	4	$12,500.00	$50,000.00
907-643-F001	Multi-Sensor Vehicle Detection Cable	LF	810	$3.00	$2,430.00
907-645-B001	Accessible Pedestrian Detection Assembly	EA	14	$500.00	$7,000.00
907-650-A003	On Street Video Equipment, PTZ Type	EA	2	$10,000.00	$20,000.00
907-653-A001	Traffic Sign	SF	50	$100.00	$5,000.00
907-653-B001	Street Name Sign	SF	198	$50.00	$9,900.00
907-659-A001	Traffic Management Center Modifications	LS	1	$25,000.00	$25,000.00
907-659-C001	Traffic Management Center Modifications - Training	LS	1	$5,000.00	$5,000.00
907-661-B002	Fiber Optic Drop Cable, 12 SM	LF	1040	$3.00	$3,120.00
907-663-A001	Network Switch, Type A	EA	2	$3,000.00	$6,000.00
699-A001	Roadway Construction Stakes	LS	1	$3,000.00	$3,000.00
907-630-PP500	Decorative Sign Post, Per Plans	EA	1	$500.00	$500.00

ROBERT RAINES MAYER REGISTERED PROFESSIONAL ENGINEER #12089 STATE OF MISSOURI

2/21/2020

Construction Total	**$851,123.00**
Construction - 5% Contingency	**$42,556.15**
Testing - 5% Contingency	**$42,556.15**
CE&I Estimate	**$79,999.79**
Grand Total	**$1,016,235.09**

SECTION 901
ADVERTISEMENT
CITY OF RIDGELAND, MADISON COUNTY, MISSISSIPPI
Federal Aid Project No. STP-7354-00(005) LPA 108011-701000

NOTICE is hereby given that the City of Ridgeland, Mississippi will receive written and electronic sealed bids until the hour of **2:00 PM, local time, on TUESDAY, MAY 12, 2020,** in the Ridgeland City Hall Board room, 304 Highway 51, Ridgeland, Mississippi 39157; or, electronically at www.centralbidding.com for the furnishing of all labor and materials and for the construction of that certain project designated as:

"Highland Colony Parkway-Renaissance Driveways Traffic Signal Improvements"
Federal Aid Project No. STP-7354-00(005) LPA 108011-701000

Bids are to be stated for the installation of two fully actuated traffic signals located at the intersection of Highland Colony Parkway with the future Renaissance Phase 3 and Renaissance Phase 4 primary access roads, and all work with all related appurtenances necessary to complete the above project as provided for on the Bid Form.

The **Total Contract Time** will be **130 WORKING DAYS** and the liquidated damages will be assessed in accordance with the applicable section of the current edition of the Standard Specifications for Road and Bridge Construction adopted by the Mississippi Transportation Commission. A non-mandatory pre-bid conference will be held at **10:00 AM, local time, on MONDAY, MAY 4, 2020,** in the Ridgeland City Hall Board room. All plan holders are encouraged to attend.

Official Bid Documents can be downloaded from Central Bidding at www.centralbidding.com and electronic bids can be submitted at www.centralbidding.com. For any questions relating to the electronic bidding process and to register, please call Central Bidding at 225-810-4814.

Optional hard copies of project bid documents are also available for a nonrefundable price of **$150.00** for each set. Paper copies of the Proposal and Contract Documents may be obtained from the Public Works Department of the City of Ridgeland, Mississippi, at the Ridgeland City Hall, 304 Highway 51, Ridgeland, Mississippi 39157.

The DRAWINGS, SPECIFICATIONS AND BID SCHEDULE may also be examined at the following locations:

Mississippi Procurement Technical Assistance Program (MPTAP) 501 North West Street, Suite B 01 Jackson, MS 39201 Contact: Carlyn McGee 601-359-3448	City of Ridgeland Public Works Department Ridgeland City Hall 304 Highway 51 Ridgeland, MS 39157 Contact: Christopher W. Bryson, P.E., 601-853-2027	Neel-Schaffer, Inc. 125 S. Congress Street, Suite 1100 Jackson, MS 39201 Contact: Mike Brown 601-948-3071	Central Bidding www.centralbidding.com 225-810-4814

The attention of bidders is directed to the Contract Provisions governing selection and employment of labor. Minimum wage rates have been predetermined by the Secretary of Labor and are subject to Public Law 87-581, Work Hours Act of 1962, as set forth in the Contract Provisions.

The City of Ridgeland, Mississippi hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, sex, religion or national origin in consideration for an award. **The award of this contract will be contingent upon the Contractor satisfying the DBE requirements, which is 3%.**

Each bid shall be accompanied by a Certified Check on a solvent bank or a Bidder's Bond issued by a Surety Company licensed to operate in the State of Mississippi, in the amount of five percent (5%) of the total bid price, payable to the City of Ridgeland, Mississippi as bid security. Bidders shall also submit a current financial statement, if requested by the City of Ridgeland. The successful bidder will be required to furnish a Performance Bond and a Payment Bond each in the amount of one hundred percent (100%) of the contract amount.

The proposal and contract documents in its entirety shall be submitted in a sealed envelope and deposited with Ridgeland City Hall, Ridgeland, Mississippi prior to the hour and date above designated. No stripped bids will be accepted. No bidder may withdraw his bid within sixty (60) days after the date of actual bid opening, without Owner's consent. Work to be performed shall be in accordance with the "Mississippi State Highway Standard Specifications for Road and Bridge Construction, 2017 Edition", together with all amendments and/or special provisions and/or addenda to the standards duly approved and adopted, unless otherwise noted in these specifications.

The attention of Bidders is directed to the provisions of Subsection 102.07 pertaining to irregular proposals and rejection of bids.

The Mayor and Board of Aldermen reserve the right to accept or reject any and all bids and to waive any and all informalities.

the city of RIDGELAND

public works

MEMORANDUM

TO: Mayor Gene F. McGee and Board of Aldermen

FROM: Christopher W. Bryson, P.E., City Engineer

DATE: March 24, 2020

RE: **Construction Engineering & Inspection (CE&I) Professional Services Contract**
Highland Colony Parkway-Renaissance Driveways Traffic Signal Improvements
STP-7354-00(005) LPA / 108011-701000
City of Ridgeland, Madison County, Mississippi

We respectfully request the Mayor and Board of Aldermen approve the attached Contract with Neel-Schaffer, Inc. with an upset cost limit of $79,951.91 for providing CE&I professional services on the subject project. The MDOT previously provided written concurrence for this contract on March 2, 2020. The costs associated with this contract are eligible for 100% Federal reimbursement.

Upon your approval the Mayor will need to sign the contract where indicated and return to the Public Works department for distribution. The Notice to Proceed for this Contract will not begin until the date of FHWA/MDOT concurrence in the award of the construction contract. The Contract states that services provided within this Contract must be completed within 60-days after the final inspection.

Thank you for your consideration of our request. Please contact me if you have any questions.

mailing address: p.o. box 217 · ridgeland, ms 39158
street address: 304 highway 51 · ridgeland, ms 39157
ph: 601.853.2027 · fax: 601.853.2019 · www.ridgelandms.org

Gene F. McGee, cmo - mayor · John M. McCollum - director of public works

board of aldermen: D.I. Smith, cmo - at-large • Ken Heard, cmo - ward 1 • Chuck Gautier, cmo - ward 2
Kevin Holder, cmo, mayor pro tempore - ward 3 • Brian P. Ramsey, cmo - ward 4 • Bill Lee - ward 5 • Wesley Hamlin, cmo - ward 6

Melinda L. McGrath
Executive Director

P. O. Box 1850
Jackson, MS 39215-1850
Telephone (601) 359-7249
FAX (601) 359-7050
GoMDOT.com

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

Brian D. Ratliff
Deputy Executive Director/Chief Engineer
Lisa M. Hancock
Deputy Executive Director/Administration
Willie Huff
Director, Office of Enforcement
Charles R. Carr
Director, Office of Intermodal Planning

March 2, 2020

City of Ridgeland
Gene McGee, Mayor
304 Hwy 51
Ridgeland, MS 39157

RE: Construction Engineering and Inspection Contract Review
Project Number: STP-7354-00(005)LPA/108011-701000
City of Ridgeland - Traffic Signal Improvements Project
Madison County

Dear Mayor Gene McGee,

The Consultant Services Unit has reviewed the Construction Engineering & Inspection (CE&I) Services Contract for the above referenced project.

Attached please find two (2) signed originals of the CE&I Services Contract with **Neel Schaffer, Inc.** (the Consultant) for an upset cost limit of **$79,951.91** on the above referenced project. We have verified that the correct boiler-plate contract has been used.

The LPA may execute the CE&I contract with the Consultant when appropriate. Please send one (1) copy of the fully executed contract, Notice to Proceed (NTP) and the LPA's "Exhibit 1" to the LPA Division (Attention: Necole Baker), the MDOT District LPA Engineer, and Consultant Services Unit (Attention: Stephen Rone).

As a brief explanation of the Labor Hour (CE&I) contract process, understand all Rates and Classifications established in the contract MUST match the invoices billed for the project. This will also include names if listed in the Contract. Please be sure to send your Exhibit 3, Fee Proposal Billing Rate Table, and the Fee Proposal Hour Distribution/Labor Cost Sheet to your accounting department. If additional personnel are needed after the Contract has been executed, the Consultant MUST have approval by the LPA and MDOT prior to proceeding.

Construction Engineering and Inspection Contract Review
Project Number: 108011-701000
March 2, 2020

As a reminder, any supplemental agreements must be forwarded to the MDOT for concurrence prior to being executed and any work conducted under this Contract on non-participating items cannot be reimbursed.

Please contact me if you have any questions.

Sincerely,

Stephen Rone
MDOT Director of Consultant Services

SR/sh
Attachments

Cc: 77-01 LPA Division {Frederick/ P.Morgan/Baker}
15-01 District 5 {Tillery}

ESC
Rev. 06/05/09 (Base)
Rev. 07/08/19 (This form)
08/02/2019

CONSTRUCTION ENGINEERING & INSPECTION SERVICES CONTRACT

{Highland Colony Parkway-Renaissance Driveways Traffic Signal Improvements}
STP-7354-00(005) LPA/108011-701000
Madison County

THIS CONTRACT, is made and entered into by and between the ***City of Ridgeland***, a body Politic of the State of Mississippi (the "LPA"), and, ***Neel-Schaffer, Inc.*** (the "CONSULTANT"), a ***Corporation,*** duly registered to do business in the State of Mississippi, whose address for mailing is ***PO Box 22625 Jackson, MS 39225-2625,*** effective as of the date of latest execution below.

WITNESSETH:

WHEREAS, the LPA proposes to perform the construction engineering services for the addition of traffic signals at the intersections located at Highland Colony Parkway and two unnamed crossing routes which will access the proposed Costco Store, hereinafter called the "PROJECT"; and,

WHEREAS, the LPA desires to engage a qualified and experienced CONSULTANT to perform engineering services in connection with the PROJECT, all of which are hereinafter called the "SERVICES"; and,

WHEREAS, the CONSULTANT has represented to the LPA that it is experienced and qualified to provide those services, and the LPA has relied upon such representation; and,

WHEREAS, the CONSULTANT herein was chosen for their expertise in performing the services in connection with the PROJECT and found satisfactory by the LPA; which is now desirous of entering into a contract; and

WHEREAS, the CONSULTANT herein was chosen through the LPA Consultant Selection Process pursuant to Mississippi Department of Transportation (hereinafter "MDOT") LPA Project Development Manual and pursuant to Federal Highway Administration ("FHWA") regulations, Engineering and Design Related Service Contracts, 23 C.F.R. Part 172 (as amended) and found satisfactory;

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein and for other good and valuable considerations flowing unto the parties, the receipt and sufficiency of which is hereby acknowledged, the LPA and the CONSULTANT do hereby contract and agree as follows:

ARTICLE I. GENERAL RECITALS

CONSULTANT shall, for the agreed fees, furnish all engineering services and materials required to perform the tasks described in the Scope of Work for the proposed transportation project. In so doing, CONSULTANT shall meet the current industry standards (and those MDOT and LPA standards specified in Exhibit 2) as to general format and content and in addition thereto, any special requirements of the LPA.

THE LPA, in support of CONSULTANT will provide the CONSULTANT a Scope of Work shown in "Exhibit 2" hereto and any other data which may be of assistance to CONSULTANT and within the possession and control of the LPA.

Manuals, guides, and specifications applicable to this CONTRACT shall be those approved and/or adopted by MDOT and in effect on the effective date of this CONTRACT, unless otherwise specified in this Contract or subsequently directed by MDOT during the course of the CONTRACT.

ARTICLE II. SCOPE OF WORK

The CONSULTANT shall conduct the SERVICES in accordance with the Scope of Work attached to this CONTRACT as "Exhibit 2" and made a part hereof as if fully set forth herein. The performance of the SERVICES referred to in "Exhibit 2" shall be the primary basis for measurement of performance under this CONTRACT. The LPA specifically reserves the right and privilege to enlarge or reduce the scope; or to cancel this CONTRACT at any time.

ARTICLE III. CONTRACT TERM

This CONTRACT shall commence upon the latest date of execution below and continue until such time as the above named project is successfully completed to the satisfaction of the LPA at which time this CONTRACT shall absolutely and finally terminate.

The construction engineering services of the CONSULTANT under this contract shall start no earlier than the **date of FHWA/MDOT concurrence in the award of the construction contract by the LPA,** and be completed within 60 days after the final inspection and acceptance of the construction work performed by others. However, the CONSULTANT may not begin work on any feature of this PROJECT prior to receiving a Notice to Proceed from the LPA. The services of the CONSULTANT are anticipated to be needed and completed in an expedient manner. It is understood that construction progress of force account work by the LPA and/or contractor's work shall influence the time period for the CONSULTANT's services. Therefore, it is necessary that construction be completed in accordance with the original time limit set forth in the original construction schedule. The estimated fees in the Cost/Fee breakdown are based on the initial construction time estimate as included in the Contract Documents. If the construction time extends beyond the contract time, through no fault of the CONSULTANT, the LPA agrees to pay the CONSULTANT for the construction engineering services to complete the project with or without Federal participation, subject to approval by MDOT and FHWA.

During the term of this CONTRACT, the LPA reserves the right to terminate this CONTRACT, subject to the approval of MDOT, in whole or in part, at any time, with or without cause, upon seven (7) days written notice to the CONSULTANT, notwithstanding any just claims by the CONSULTANT for payment of SERVICES rendered prior to the date of termination. The LPA must receive written approval from the MDOT Executive Director on behalf of the Mississippi Transportation Commission before the LPA can terminate this CONTRACT. The LPA shall be liable only for the costs, fees and expenses for demobilization and close out of contract, based on actual time and expenses incurred by CONSULTANT in the packaging and shipment of all documents covered by this CONTRACT to the LPA. In no event shall the LPA be liable for lost profits or other consequential damages.

ARTICLE IV. TIME OF PERFORMANCE

TIME IS OF THE ESSENCE IN THIS CONTRACT. The CONSULTANT shall be prepared to perform its responsibilities for providing SERVICES commencing on the date of execution of the CONTRACT.

ARTICLE V. RELATIONSHIP OF THE PARTIES

The relationship of the CONSULTANT to the LPA is that of an independent contractor, and said CONSULTANT, in accordance with its status as an independent contractor, covenants and agrees that it will conduct itself consistent with such status, that it will neither hold itself out as, nor claim to be, an officer or employee of the LPA by reason hereof. The CONSULTANT will not by reason hereof, make any claim, demand or application or for any right or privilege applicable to an officer or employee of the LPA, including

but not limited to workers' compensation coverage, unemployment insurance benefits, social security coverage, retirement membership or credit, or any form of tax withholding whatsoever.

All notices, communications, and correspondence between the LPA and the CONSULTANT shall be directed to the key personnel and agents designated in this contract.

ARTICLE VI. COMPENSATION, BILLING & AUDIT

A. Cost and Fees

The CONSULTANT shall be paid on the basis set forth in "Exhibit 3" to this CONTRACT. Under no circumstances shall the LPA be liable for any amounts, including any costs, which exceed the maximum dollar amount of compensation that is specified in and set forth in "Exhibit 3".

B. Monthly Billing

The CONSULTANT must submit monthly billing to the LPA. (A sample of a preferred invoice is attached as "Exhibit 4".) All billing must be submitted in accordance with the Local Public Agency Consultant Operating Procedures. Each billing shall include all time and allowable expenses through the end of the billing period. Direct expenses, as used herein, include the costs of travel, subsistence, shipping charges, long distance telephone calls and printing if it is not company accounting policy to include these costs in overhead rates. The LPA retains the right to verify time and expense records by audit of any or all CONSULTANT's time and accounting records at any time during the life of the CONTRACT and up to three years thereafter.

If SERVICES are rendered within a given State fiscal year, an invoice requesting payment from the CONSULTANT shall be presented to the LPA within 60 days of the end of the State fiscal year. **Should the CONSULTANT fail to present the invoice within the allotted time, legislative approval may be required before payment can be rendered.**

The CONSULTANT further agrees that FHWA or any other Federal Agency may audit the same records at any time during the life of the CONTRACT and up to three years thereafter, should the funding source for all or any part of the CONTRACT be funds of the United States of America.

C. Record Retention

The CONSULTANT shall maintain all time and expense records incurred on the PROJECT and used in support of its proposal and shall make such material available at all reasonable times during the period of the CONTRACT and for three years from the date of final payment under this CONTRACT for inspection by the LPA, and copies thereof shall be furnished upon request, at the LPA's expense. The CONSULTANT agrees that the provisions of this Article shall be included in any CONTRACT it may make with any subconsultants, assignees or transferees.

D. Retainage

The LPA shall retain the final 5% of the CONSULTANT'S CONTRACT amount until the final payment request has been received and an audit of the total PROJECT cost to date has been completed by the LPA or its designee.

ARTICLE VII. FINAL PAYMENT

The CONSULTANT agrees that acceptance of the final payment shall be in full and final settlement of all claims arising against the LPA for work done, documents furnished, cost incurred, or otherwise arising out of this CONTRACT and shall release the LPA from any and all further claims of whatever nature, whether known or unknown, for and on account of said CONTRACT, including payment for any and all work done, and labor and material furnished in connection with the same. Errors and/or omissions discovered subsequent to the acceptance by the LPA of the final contract documents shall be corrected by the CONSULTANT without additional compensation.

ARTICLE VIII. REVIEW OF WORK

Authorized representatives of the LPA may at all reasonable times review and inspect the SERVICES under this CONTRACT and any addenda or amendments thereto. Authorized representatives of the FHWA may also review and inspect the SERVICES under this CONTRACT should funds of the United States of America be in any way utilized in payment for said SERVICES. Such inspection shall not make the United States of America a party to this CONTRACT, nor will FHWA interfere with the rights of either party hereunder.

All reports, drawings, studies and maps prepared by and for the CONSULTANT, shall be made available to authorized representatives of the LPA for inspection and review at all reasonable times in the General Offices of the LPA. Authorized representatives of the FHWA may also review and inspect said reports, drawings, studies and maps prepared under the CONTRACT should funds of the United States of America be in any way utilized in payment for the same. Acceptance by the LPA shall not relieve the CONSULTANT of its professional obligation to correct, at its expense, any of its breaches, errors and/or omissions, in the final version of the work.

The CONSULTANT shall be responsible for performance of and compliance with all terms of this CONTRACT, including the Scope of Work and other exhibits attached to this contract, and including any technical specifications and special requirements of the LPA, and shall be responsible for errors and/or omissions, including those as to conduct and care, format and content, for all aspects of the CONTRACT, and including professional quality and technical accuracy of all designs, drawings, specifications, and other services furnished by the CONSULTANT.

Failure to comply with any terms of this CONTRACT shall be corrected by the CONSULTANT without additional compensation.

If any breach of CONTRACT, is discovered by LPA personnel after final acceptance of the work by the LPA, then the CONSULTANT shall, without additional compensation, cure any deficiency or breach including errors and/or omissions in designs, plans, drawings, specifications, or other services.

In the event that the project schedule requires that a breach of this CONTRACT be corrected by someone other than the CONSULTANT then the actual costs incurred by the LPA for such corrections shall be the responsibility of the CONSULTANT. The LPA shall give the CONSULTANT an opportunity to correct said breach unless (1) the LPA determines, in its sole discretion, that the CONSULTANT cannot cure the breach within the schedule established by the LPA, or (2) the LPA determines, in its sole discretion, that the CONSULTANT cannot cure the breach to the satisfaction of the LPA.

In the event that the CONSULTANT breaches this CONTRACT, and the breaches of the CONSULTANT are discovered during the construction phase, then an accounting of all costs incurred by the LPA resulting from such breach, including errors and/or omissions, will be made and such amount will be recovered from the CONSULTANT.

ARTICLE IX. RESPONSIBILITIES FOR CLAIMS AND LIABILITY

The CONSULTANT shall indemnify, defend and hold harmless the LPA and all its officers, agents and employees from any claim, loss, damage, cost, charge or expense arising out of any negligent act, actions, neglect or omission by the CONSULTANT, its agents, employees, or subconsultants during the performance of this CONTRACT, whether direct or indirect, and whether to any person or property for which LPA or said parties may be subject, except that neither the CONSULTANT nor any of his agents or subconsultants will be liable under this provision for damages arising out of the injury or damage to persons or property solely caused or resulting from the negligence of the LPA or any of its officers, agents or employees.

The CONSULTANT'S obligations under this Article, including the obligations to indemnify, defend, hold harmless, pay reasonable attorney fees or, at the LPA'S option, participate and associate with the LPA in the defense and trial or arbitration of any damage claim, lien or suit and any related settlement negotiations, shall be initiated by the LPA'S notice of claim for indemnification to the CONSULTANT. Only an adjudication or judgment after the highest appeal is exhausted specifically finding the LPA entirely responsible shall excuse performance of this provision by the CONSULTANT. In such case, the LPA shall pay all costs and fees related to this obligation and its enforcement. Should there be a finding of dual or multiple liability, costs and fees shall be apportioned accordingly.

In conjunction herewith, the LPA agrees to notify CONSULTANT in writing as soon as practicable after receipt or notice of any claim involving CONSULTANT. These indemnities shall not be limited by reason of the listing of any insurance coverage below.

ARTICLE X. INSURANCE

Prior to beginning any work under this CONTRACT, the CONSULTANT shall obtain and furnish proof of insurance through Certificates of Insurance and, at the LPA's request, copies of insurance policies of the following:

A. Workers' Compensation Insurance in accordance with the laws of the State of Mississippi.

B. Commercial General Liability Insurance with a minimum combined limit of not less than One Million Dollars ($1,000,000.00) for each occurrence.

C. Errors and Omissions (Professional Liability) Insurance in an amount not less than One Million Dollars ($1,000,000.00) per claim; One Million Dollars ($1,000,000.00) annual aggregate.

D. Comprehensive Automobile Liability Insurance, in an amount not less than One Million Dollars ($1,000,000.00) per occurrence.

The LPA shall be listed as a certificate holder of insurance on any of the insurance required under this CONTRACT.

In the event that the CONSULTANT retains any subconsultant or other personnel to perform SERVICES or carry out any activities under or incident to work on any project or phase of this CONTRACT, the CONSULTANT agrees to obtain from said subconsultant or other personnel, certificates of insurance demonstrating that said subconsultant or other personnel shall have sufficient coverage, or the CONSULTANT agrees to include said subconsultant or other personnel within the CONSULTANT'S coverage for the duration of this PROJECT or phase for which said subconsultant or other personnel is employed.

The Insurance coverage recited above shall be maintained in full force and effect by the CONSULTANT during the entire term of the CONTRACT. The LPA shall be notified of cancellation of any of the required insurance by the CONSULTANT and by the insurance company issuing any such cancellation of the required policies. Should the CONSULTANT cease to carry the errors and/or omissions coverage listed

above for any reason, it shall obtain "tail" or extended reporting period coverage at the same limits for a period of not less than three (3) years subsequent to policy termination or contract termination, whichever is longer.

All insurance carriers shall be licensed and in good standing with the Office of the Insurance Commissioner of the State of Mississippi.

A certificate of insurance acceptable to the LPA shall be issued to the LPA by the CONSULTANT prior to beginning any work under this CONTRACT and thereafter on an annual basis for the duration of this CONTRACT as evidence that policies providing the required insurance are in full force and effect. All policies of required insurance shall give thirty days written notice to the LPA before the effective date of cancellation or reduction in limits of any required insurance.

The CONSULTANT will furnish certified copies, upon request, of any or all of the policies and/or endorsements to the LPA prior to the execution of this CONTRACT and thereafter on an annual basis for the duration of this CONTRACT.

The CONSULTANT shall provide the LPA any and all documentation necessary to prove compliance with the insurance requirements of this CONTRACT as such documentation is requested, from time to time, by the LPA.

If the CONSULTANT fails to procure or maintain required insurance, the LPA may immediately elect to terminate this CONTRACT or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, and all monies so paid by the LPA shall be repaid by the CONSULTANT to the LPA upon demand, or the LPA may offset the cost of the premiums against any monies due to the CONSULTANT from the LPA.

ARTICLE XI. COVENANT AGAINST CONTINGENT FEES AND LOBBYING

The CONSULTANT shall comply with the relevant requirements of all federal, state or local laws. The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this CONTRACT, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the CONSULTANT, any fee commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award or making of the CONTRACT. The CONSULTANT warrants that it shall not contribute any money, gift or gratuity of any kind, either directly or indirectly to any employee of the LPA, or to any employee of the Mississippi Department of Transportation. For breach or violation of this warranty, the LPA shall have the right to terminate this CONTRACT without liability, and the CONSULTANT shall forfeit any sums due hereunder at the time of such breach and may be barred from performing any future services for the LPA or participating in any future contracts with the LPA.

ARTICLE XII. EMPLOYMENT OF LPA'S PERSONNEL

The CONSULTANT shall not employ any person or persons in the employ of the LPA for any work required by the terms of this CONTRACT, without the written permission of the LPA, except as may otherwise be provided for herein.

ARTICLE XIII. MODIFICATION

If, prior to the satisfactory completion of the SERVICES under this CONTRACT, the LPA materially alters the scope, character, complexity or duration of the SERVICES from those required under this CONTRACT, a supplemental agreement may be executed between the parties. Also, a supplemental agreement may be executed between the parties in the event that both parties agree the CONSULTANT's compensation should be increased due to an unanticipated increase in the nature, scope or amount of work necessary to properly provide the SERVICES required on any particular phase or project begun hereunder.

Oral agreements or conversations with the LPA, any individual member of the LPA, officer, agent, or employee of the Mississippi Department of Transportation, either before or after execution of this CONTRACT, shall not affect or modify any of the terms or obligations contained in this CONTRACT. All modifications to this CONTRACT, amendments or addenda thereto must be submitted in writing and signed by the parties thereto before any work is commenced.

The CONSULTANT may not begin work on any modifications, amendments, or addenda prior to receiving a Notice to Proceed.

Minor changes in the proposal which do not involve changes in the contract maximum not to exceed amount, extensions of time or changes in the goals and objectives of the CONTRACT may be made by written notification of such change by either the LPA or the CONSULTANT to the other party, and shall become effective upon written acceptance thereof (i.e. letter agreement).

ARTICLE XIV. SUBLETTING, ASSIGNMENT OR TRANSFER

It is understood by the parties to this CONTRACT that the work of the CONSULTANT is considered personal by the LPA. The CONSULTANT shall not assign, sublet or transfer any or all of its interest in this CONTRACT without prior written approval of the LPA. Under no circumstances will CONSULTANT be allowed to sublet more than 60% of the work required under this contract. It is clearly understood and agreed that specific projects or phases of the work may be sublet in their entirety provided that CONSULTANT performs at least 40% of the overall contract with its own forces. Consent by the LPA to any subcontract shall not relieve CONSULTANT from any of its obligations hereunder, and CONSULTANT is required to maintain final management responsibility with regard to any such subcontract.

The LPA reserves the right to review all subcontract documents prepared in connection with this CONTRACT, and the CONSULTANT agrees that it shall submit to the LPA any proposed subcontract document together with subconsultant cost estimates for review and written concurrence of the LPA in advance of their execution.

The CONSULTANT shall make prompt payment to all subconsultants no later than 15 days from receipt of each payment the LPA makes to the CONSULTANT. Each month, the CONSULTANT shall submit OCR-484-C found on MDOT's website to the LPA along with the Invoice. This form certifies payments to all subconsultants and shows all firms even if the CONSULTANT has paid no monies to the firm during that estimate period (negative report).

ARTICLE XV. OWNERSHIP OF PRODUCTS AND DOCUMENTS AND WORK MADE FOR HIRE

The CONSULTANT agrees that all reports, computer information and access, drawings, studies, notes, maps and other data, prepared by and for them under the terms of this CONTRACT shall be delivered to, become and remain in the property of the LPA upon creation and shall be delivered to the LPA upon termination or completion of work, or upon request of the LPA regardless of any claim or dispute between the parties. All such data shall be delivered within thirty (30) days of receipt of a written request by the LPA.

The CONSULTANT and the LPA intend and agree that this CONTRACT to be a contract for services and each party considers the products and results of the services to be rendered by the CONSULTANT hereunder, including any and all material produced and/or delivered under this CONTRACT (the "Work"), to be a "work made for hire" under U.S. copyright and all applicable laws. The CONSULTANT acknowledges and agrees that the LPA owns all right, title, and interest in and to the Work including, without limitation, the copyright thereto and all trademark, patent, and all intellectual property rights thereto.

If for any reason the Work would not be considered a work made for hire under applicable law, or in the event this CONTRACT is determined to be other than a contract or agreement for a work made for hire, the CONSULTANT does hereby transfer and assign to the LPA, and its successors and assigns, the entire right, title, and interest in and to any Work prepared hereunder including, without limitation, the following: the copyright and all trademark, patent, and all intellectual property rights in the Work and any registrations and copyright, and/or all other intellectual property, applications relating thereto and any renewals and extensions thereof; all works based upon, derived from, or incorporating the Work; all income, royalties, damages, claims, and payments now or hereafter due or payable with respect thereto; all causes of action, either in law or in equity, for past, present, or future infringement based on the copyrights and/or all other intellectual property; all rights, including all rights to claim priority, corresponding to the foregoing in the United States and its territorial possessions and in all foreign countries. The CONSULTANT agrees to execute all papers and perform such other proper acts as the LPA may deem necessary to secure for the LPA or its designee the rights herein assigned.

The LPA may, without any notice or obligation of further compensation to the CONSULTANT, publish, re-publish, anthologize, use, disseminate, license, or sell the Work in any format or medium now known or hereafter invented or devised. The LPA'S rights shall include, without limitation, the rights to publish, re-publish, or license a third party to publish, re-publish, or sell the Work in print, on the World Wide Web, or in any other electronic or digital format or database now known or hereafter invented or devised, as a separate isolated work or as part of a compilation or other collective work, including a work different in form from the first publication, and to include or license a third party to include the Work in an electronic or digital database or any other medium or format now known or hereafter invented or devised.

The CONSULTANT shall obtain any and all right, title, and interest to all input and/or material from any third party subconsultant, or any other party, who may provide such input and/or material to any portion of the Work so that said right, title, and interest, and all such interest in and to the Work including, without limitation, the copyright thereto and all trademark, patent, and all intellectual property rights thereto, shall belong to the LPA.

For any intellectual property rights currently owned by third parties or by the CONSULTANT and not subject to the terms of this CONTRACT, the CONSULTANT agrees that it will obtain or grant royalty-free, nonexclusive, irrevocable license(s) for or to the LPA at no cost to the LPA to use all copyrighted or copyrightable work(s) and all other intellectual property which is incorporated in the material furnished under this CONTRACT. Further, the CONSULTANT warrants and represents to the LPA that it has obtained or granted any and all such licensing prior to presentation of any Work to the LPA under this CONTRACT. This obligation of the CONSULTANT does not apply to a situation involving a third party who enters a license agreement directly with the LPA.

The CONSULTANT warrants and represents that it has not previously licensed the Work in whole or in part to any third party and that use of the Work in whole or in part will not violate any rights of any kind or nature whatsoever of any third party. The CONSULTANT agrees to indemnify and hold harmless the LPA, its successors, assigns and assignees, and its respective officers, directors, agents and employees, from and against any and all claims, damages, liabilities, costs and expenses (including reasonable attorneys' fees), arising out of or in any way connected with any breach of any representation or warranty made by CONSULTANT herein.

ARTICLE XVI. PUBLICATION AND PUBLICITY

The CONSULTANT agrees that it shall not for any reason whatsoever communicate to any third party, with the exception of the MDOT and the FHWA, in any manner whatsoever concerning any of its CONTRACT work product, its conduct under the CONTRACT, the results or data gathered or processed under this CONTRACT, which includes, but is not limited to, reports, computer information and access, drawings, studies, notes, maps and other data prepared by and for the CONSULTANT under the terms of

this CONTRACT, without prior written approval from the LPA, unless such release or disclosure is required by judicial proceeding. The CONSULTANT agrees that it shall immediately refer any third party who requests such information to the LPA and shall also report to the LPA any such third party inquiry, with the exception of the MDOT and/or the FHWA. This Article shall not apply to information in whatever form that comes into the public domain, nor shall it restrict the CONSULTANT from giving notices required by law or complying with an order to provide information or data when such order is issued by a court, administrative agency or other authority with proper jurisdiction, or if it is reasonably necessary for the CONSULTANT to defend itself from any suit or claim.

IT IS FURTHER AGREED, that all approved releases of information, findings, and recommendations shall include a disclaimer provision and that all published reports shall include that disclaimer on the cover and title page in the following form:

The opinions, findings, and conclusions in this publication are those of the author(s) and not necessarily those of the Local Public Agency, Mississippi Department of Transportation, Mississippi Transportation Commission, the State of Mississippi, or the Federal Highway Administration.

ARTICLE XVII. CONTRACT DISPUTES

This CONTRACT shall be deemed to have been executed in Madison County, Mississippi, and all questions including, but not limited to, questions of interpretation, construction and performance shall be governed by the laws of the State of Mississippi, excluding its conflicts of laws provisions, and any litigation with respect to this CONTRACT shall be brought in a court of competent jurisdiction in Madison County, State of Mississippi. The CONSULTANT expressly agrees that under no circumstances shall the LPA be obligated to or responsible for payment of an attorney's fee for the cost of legal action to or on behalf of the CONSULTANT.

ARTICLE XVIII. COMPLIANCE WITH APPLICABLE LAW

A. The undersigned certify that to the best of their knowledge and belief, the foregoing is in compliance with all applicable laws.

B. The CONSULTANT shall observe and comply with all applicable federal, state, and local laws, rules and regulations, policies and procedures, ordinances, and orders and decrees of bodies or tribunals of the United States of America or any agency thereof, the State of Mississippi or any agency thereof, and any local governments or political subdivisions, that are in effect at the time of the execution of this CONTRACT or that may later become effective.

C. The CONSULTANT shall not discriminate against any employee nor shall any party be subject to discrimination in the performance of this CONTRACT because of race, creed, color, sex, national origin, age or disability.

D. IT IS FURTHER SPECIFICALLY AGREED that the CONSULTANT shall comply and shall require its subconsultants to comply with the regulations for COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964, as amended, and all other applicable federal regulations as stated in "Exhibit 5" which is incorporated herein by reference.

E. It is agreed that the CONSULTANT will comply with the provisions set forth in Department of Transportation, 49 CFR, Section 18, Et Seq., regarding Uniform Administrative Requirements for Grants and Cooperative agreements in its administration of this CONTRACT or any subcontract resulting herefrom.

F. The CONSULTANT agrees that it will abide by the provisions of 49 CFR Section 26 regarding disadvantaged business enterprises and include the certification made in "Exhibit 5" to this CONTRACT in any and all subcontracts which may result from this CONTRACTS.

G. The CONSULTANT shall comply and shall require its subconsultants to comply with Code of Federal Regulations CFR 23 Part 634 - Worker Visibility – as stated in "Exhibit 5".

H. IMMIGRANT STATUS CERTIFICATION. The CONSULTANT represents that it is in compliance with the Immigration Reform and Control Act of 1986 (Public Law 99-603), as amended, in relation to all employees performing work in the State of Mississippi and does not knowingly employ persons in violation of the United States immigration laws. The CONSULTANT further represents that it is registered and participating in the Department of Homeland Security's E-Verify™ employment eligibility verification program, or successor thereto, and will maintain records of compliance with the Mississippi Employment Protection Act including, but not limited to, requiring compliance certification from all subconsultants and vendors who will participate in the performance of this Agreement and maintaining such certifications for inspection if requested. The CONSULTANT acknowledges that violation may result in the following: (a) cancellation of any public contract and ineligibility for any public contract for up to three (3) years, or (b) the loss of any license, permit, certification or other document granted by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year, or (c) both. The CONSULTANT also acknowledges liability for any additional costs incurred by the LPA due to such contract cancellation or loss of license or permit. The CONSULTANT is required to provide the certification on Exhibit 9 in this CONTRACT to the LPA verifying that the CONSULTANT and subconsultant(s) are registered and participating in E-Verify prior to execution of this CONTRACT

I. The covenants herein shall, except as otherwise provided, accrue to the benefit of and be binding upon the successors and assigns of the parties hereto.

ARTICLE XIX. WAIVER

Failure of either party hereto to insist upon strict compliance with any of the terms, covenants, and conditions hereof shall not be deemed a waiver or relinquishment of any similar right or power hereunder at any subsequent time, or of any other provision hereof, nor shall it be construed to be a modification of the terms of this CONTRACT.

ARTICLE XX. SEVERABILITY

If any terms or provisions of this CONTRACT are prohibited by the laws of the State of Mississippi or declared invalid or void by a court of competent jurisdiction, the remainder of this CONTRACT shall not be affected thereby and each term and provision of this CONTRACT shall be valid and enforceable to the fullest extent permitted by law.

ARTICLE XXI. ENTIRE AGREEMENT

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

ARTICLE XXII. CONFLICT OF INTEREST

The CONSULTANT covenants that no public or private interests exist and none shall be acquired directly or indirectly which would conflict in any manner with the performance of the CONSULTANT'S CONTRACT. The CONSULTANT further covenants that no employee of the CONSULTANT or of any subconsultant(s), regardless of his/her position, is to personally benefit directly or indirectly from the

performance of the SERVICES or from any knowledge obtained during the CONSULTANT'S execution of this CONTRACT.

ARTICLE XXIII. AVAILABILITY OF FUNDS

It is expressly understood and agreed that the obligation of the LPA to proceed under this CONTRACT is conditioned upon the availability of funds, the appropriation of funds by the Mississippi Legislature, and the receipt of state and/or federal funds. If, at any time, the funds anticipated for the fulfillment of this CONTRACT are not forthcoming or are insufficient, either through the failure of the federal government to provide funds or of the State of Mississippi 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 LPA for the performance of this CONTRACT, the LPA shall have the right, upon written notice to the CONSULTANT, to immediately terminate or stop work on this CONTRACT without damage, penalty, cost, or expense to the LPA of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.

ARTICLE XXIV. STOP WORK ORDER

A. **Order to Stop Work.** The LPA may, by written order to the CONSULTANT at any time, and without notice to any surety, require the CONSULTANT to stop all or any part of the work called for by this CONTRACT. This order shall be for a specified period not exceeding twenty-four (24) months after the order is delivered to the CONSULTANT unless the parties agree to any further period. Any such order shall be identified specifically as a stop work order issued pursuant to this clause. Upon receipt of such an order, the CONSULTANT shall forthwith comply with its terms and take all steps to minimize the occurrence of costs allocable to the work covered by the order during the period of work stoppage. Before the stop work order expires, or within any further period to which the parties shall have agreed, the LPA shall either:

(1) cancel the stop work order; or

(2) terminate the work covered by such order according to and as provided in Article III of this CONTRACT.

Prior to the LPA'S taking official action to stop work under this CONTRACT, the Executive Director of MDOT and/or the LPA may notify the CONSULTANT, in writing, of MDOT and/or the LPA's intentions to ask the CONSULTANT to stop work under this CONTRACT. Upon notice from the Executive Director of MDOT and/or the LPA, the CONSULTANT shall suspend all activities under this CONTRACT, pending final action by the LPA.

B. **Cancellation or Expiration of the Order.** If a stop work order issued under this clause is canceled at any time during the period specified in the order, or if the period of the order or any extension thereof expires, the CONSULTANT shall have the right to resume work. If the LPA decides that it is justified, an appropriate adjustment may be made in the delivery schedule. If the stop work order results in an increase in the time required for or in the CONSULTANT'S cost properly allocable to the performance of any part of this CONTRACT and the CONSULTANT asserts a claim for such an adjustment within 30 days after the end of the period of work stoppage, an equitable adjustment in this CONTRACT may be made by written modification of this CONTRACT as provided by the terms of this CONTRACT.

C. **Termination of Stopped Work.** If a stop work order is not canceled and the work covered by such order is terminated, the CONSULTANT may be paid for services rendered prior to the Termination. In addition to payment for services rendered prior to the date of termination, the LPA shall be liable only for the costs, fees, and expenses for demobilization and close out of this CONTRACT, based on actual time and expenses incurred by the CONSULTANT in the packaging and shipment of all

documents covered by this CONTRACT to the LPA. In no event shall the LPA be liable for lost profits or other consequential damages.

ARTICLE XXV. KEY PERSONNEL & DESIGNATED AGENTS

CONSULTANT agrees that Key Personnel identified as assigned to this PROJECT shall not be changed or reassigned without prior approval of the LPA or, if prior approval is impossible, and then notice to the LPA and subsequent review by the LPA which may approve or disapprove the action. For purposes of implementing this section and all other sections of this CONTRACT with regard to notice, the following individuals are herewith designated as agents for the respective parties unless otherwise identified in the addenda hereto:

LPA:

For Contractual Matters:
Gene McGee, Mayor
City of Ridgeland
304 Highway 51
Ridgeland, MS 39157
(601) 856-7113
Gene.McGee@ridgelandms.org

For Technical Matters:
Chris Bryson
City of Ridgeland
304 Highway 51
Ridgeland, MS 39157
(601) 856-7113
Chris.Bryson@ridgelandms.org

CONSULTANT:

For Contractual Matters:
Robert Walker, P.E.
Neel-Schaffer, Inc.
125 South Congress Street, Suite 1100
Jackson, MS 39201
Phone: 601-948-3071
Robert.walker@neel-schaffer.com

Licensure Number
from the Mississippi
Board of Licensure
for Professional
Engineers/Architects and Surveyors:

P.E. #__12089_____

For Technical Matters:
Robert Walker, P.E.
Neel-Schaffer, Inc.
125 South Congress Street, Suite 1100
Jackson, MS 39201
Phone: 601-948-3071
Robert.walker@neel-schaffer.com

Licensure Number
from the Mississippi
Board of Licensure
for Professional
Engineers/Architect's and Surveyors:

P.E.#__12089_____

ARTICLE XXVI. AUTHORIZATION

Both parties hereto represent that they have authority to enter into this CONTRACT and that the individuals executing this CONTRACT are authorized to execute it and bind their respective parties and certified copies of the applicable LPA Order and the Resolution of the Corporate Board of Directors of the CONSULTANT are attached hereto as "Exhibit 1" and incorporated herein by reference and made a part hereof as if fully copied herein in words and figures.

WITNESS this my signature in execution hereof, this the ____ day of _____, 20___.

The City of Ridgeland

_____

Gene F. McGee, Mayor

WITNESS this my signature in execution hereof, this the 28th day of February 2020.

Neel-Schaffer, Inc.

BY:_____

Robert Walker, Executive Vice President

ATTEST:_____
(for CONSULTANT)

Exhibits attached hereto and incorporated by reference into this contract include those identified on the attached page entitled "List of Exhibits".

LIST OF EXHIBITS

1. Evidence of Authority
2. Scope of Work
3. Fees and Expenses.
4. Sample Invoice
5. Notice to the CONSULTANT
6. CONSULTANT's Certification Regarding Debarment, Suspension and Other Responsibility Matters.
7. Certification of LPA
8. {*This Exhibit was intentionally left blank*}
9. Prime Consultant EEV Certification and Agreement

EXHIBIT 1

{{{{Attach a copy of authority to execute contracts on behalf of the LPA}}}}

ACTIONS OF THE BOARD OF DIRECTORS OF NEEL SCHAFFER, INC.
TAKEN BY UNANIMOUS CONSENT

Pursuant to §79-4-8.21, Mississippi Code Annotated (Rev. 2013) and other applicable law, and the Bylaws of Neel Schaffer, Inc., a Mississippi corporation (the "Corporation"), the undersigned, being the Board of Directors of the Corporation, took the actions hereinafter set forth by unanimous consent and agreement as evidenced by this written consent.

WHEREAS, Neel-Schaffer, Inc. is desirous of entering into professional services agreements, work assignments, and change orders with the Mississippi Transportation Commission and LPA's within the State of Mississippi.

WHEREAS, such contract documents require the signature of a company officer or official empowered to bind the consultant to the provisions of the agreements, work assignments and change orders.

WHEREAS, Neel-Schaffer, Inc. has several employees who are responsible for the preparation and management of professional service agreements, work assignments and change orders with the Mississippi Transportation Commission and LPA's within the State of Mississippi

NOW, THEREFORE, IT IS HEREBY:

RESOLVED that the following persons are hereby authorized and empowered to sign all professional service agreements, work assignments and change orders with the Mississippi Transportation Commission and LPA's for the 2020 calendar year.

NAME	TITLE
Robert R. Walker	Executive Vice President Area Manager
Jonathan Kiser	Vice President Engineer IV
Mike Essary	Vice President Sr. Engineer Manager
Cindy Rich	Vice President Sr. Engineer Manager
Kevin Stafford	Vice President Sr. Engineer Manager

Steve Twedt	Sr. Vice President Area Manager
Keith Purvis	Vice President Sr. Engineer Manager
Vincent Malavasi	Vice President Sr. Engineer Manager
Stan Wright	Vice President Sr. Project Manager
Mandy Hegwood	Vice President Engineer Manager
Doug Wimberly	Vice President Engineer Manager

FURTHER RESOLVED that the actions herein set forth are effective as of December 5, 2019 (the "Effective Date"), and that the actions herein set forth may be referred to in all respects as actions taken at the annual meeting of the Directors of the Corporation by the vote of the Directors.

WITNESS THE SIGNATURES of the Directors of the Corporation effective as of the Effective Date.

DIRECTORS:

W. Hibbett Neel Jr.

W. HIBBETT NEEL, JR.

JOEL HUDNALL

ROBERT WALKER

CRAIG HANCHEY

JERRY TRUMPS

NELSON LUCIUS

J. CLARK ROBINSON

EXHIBIT 2

Scope of Work

INTRODUCTION

The CONSULTANT will be providing the Construction Engineering & Inspection (CE&I) services to administer this construction contract in accordance with the latest version of the Mississippi Department of transportation (MDOT) LPA Project Development Manual (PDM). The CONSULTANT is required to adhere to the MDOT standards for this project which include the Standard Specifications, Construction, MDOT Materials Division Inspection, Testing, and Certification Manual, MDOT Construction Manual, LPA PDM, and all other documents that are referred to in the Project Construction Contract. The CONSULTANT will be required to use the LPA version of Site Manager software. Should there be a conflict between the LPA PDM and this scope of work, the LPA PDM shall govern.

ENGINEERING ADMINISTRATION:
The engineering administration of construction will be the responsibility of the LPA acting through the CONSULTANT and will be subject to inspection and approval of the Chief Engineer of the MISSISSIPPI D.O.T., (hereinafter designated as the MDOT), and of the Federal Highway Administration (FHWA) or their representatives.

CONSTRUCTION ENGINEERING SERVICES:
Construction Engineering services shall consist of all engineering work, respectively, involved from the contract stage, beginning the date of FHWA/MDOT concurrence in award of the construction contract, through the preparation and submission of the final estimate and supporting documents to the MDOT, and shall include the following:

A. All materials to be used in the construction of this project shall be tested and certified by the CONSULTANT as meeting the requirements of the approved plans and specifications in accordance with Federal Aid Policy Guide (FAPG) 23CFR637B, Construction Inspection and Approval.

B. The CONSULTANT shall promptly prepare, verify and recommend payment of all eligible Contractor's estimates: he shall maintain a project daily diary as the official project record for each project, showing the Contractor's daily operation; and The engineer's daily activities by names, function performed and hours worked. He shall check and verify the quantities of all materials incorporated in the project; and shall make prompt preparation and submission of the final estimate and supporting documents to the LPA for approval and payment. He shall likewise make such records available at all reasonable times during the contract period. These records, documents, and data shall be available for inspection by the LPA, MDOT, and the Federal Highway Administration and any other authorized representative of the Federal Government, and copies thereof shall be furnished if requested.

C. **Subsurface Conditions and Utilities.** LPA recognizes that a comprehensive sampling and testing program implemented by trained and experienced personnel of CONSULTANT or CONSULTANT's subconsultants with appropriate equipment may fail to detect certain hidden conditions. LPA also recognizes that actual environmental,

geological and geotechnical conditions that CONSULTANT properly inferred to exist between sampling points may differ significantly from those that actually exist.

CONSULTANT will locate utilities which will affect the project from information provided by the LPA and utility companies and from CONSULTANT's surveys. In that these utility locations are based, at least in part, on information from others, CONSULTANT cannot and does not warrant their completeness and accuracy.

D. The duties, responsibilities, and limitations of authority of the resident Project engineer are listed in this scope of work.

A LISTING OF THE DUTIES, RESPONSIBILITIES AND LIMITATIONS OF AUTHORITY OF THE RESIDENT PROJECT ENGINEER.

The CONSULTANT shall furnish a resident Project Engineer, assistants and other field staff to inspect performance of the Work of the CONTRACTOR. Through more extensive on-site inspections of the Work in progress and field checks of materials and equipment by the resident Project Engineer and assistants, the CONSULTANT shall endeavor to provide further protection for the LPA against defects and deficiencies in the Work; but, the furnishing of such services will not make the CONSULTANT responsible for or guarantee the CONTRACTOR'S performance. The duties and responsibilities of the resident Project Engineer are limited to this agreement with the LPA and in the construction Contract Documents, and are further limited and described as follows:

I. General:

The resident Project Engineer's dealings in matters pertaining to the on-site work shall in general be with the CONTRACTOR, keeping the LPA advised as necessary. The resident Project Engineer dealings with subcontractors shall only be through or with the full knowledge and approval of the CONTRACTOR. The resident Project Engineer shall generally communicate with the LPA.

II. Duties and Responsibilities of the resident Project Engineer:

A. Schedules:

Review progress schedule of Shop Drawing submittals and schedule of values prepared by the CONTRACTOR and consult with the LPA concerning acceptability.

B. Conferences and Meetings:

Attend meetings with the CONTRACTOR, such as preconstruction conferences, progress meetings, job conferences and other project-related meetings, and prepare and circulate copies of minutes thereof.

C. Liaison:

a. Work principally through the CONTRACTOR'S superintendent and assist in understanding the intent of the Contract Documents; and serve as the LPA'S liaison with the CONTRACTOR when the CONTRACTOR's operations affect the LPA's on-site operations.

b. Assist in obtaining from the LPA additional details or information, when required for Proper execution of the Work.

D. Shop Drawings and Samples:

a. Record the date of receipt of Shop Drawings and samples.

b. Take samples and receive samples which are furnished at the site by the CONTRACTOR and notify the LPA of availability of samples for examination.

c. Advise the LPA and the CONTRACTOR of the commencement of any Work requiring a Shop Drawing or sample if the submittal has not been approved by the CONSULTANT.

E. Review of Work, Rejection of Defective Work, Inspections and Tests:

a. Conduct on-site observations of the Work in progress to determine if the Work is in general proceeding in accordance with the Contract Documents.

b. Report to the LPA any Work that is believed to be unsatisfactory, faulty or defective or does not conform to the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise the LPA of Work that should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.

c. Verify that tests, equipment and systems startups and operating and maintenance training are conducted in the presence of appropriate personnel, and that the CONTRACTOR maintains adequate records thereof-, and observe, record and report to the LPA appropriate details relative to the test procedures and startups.

d. Accompany visiting inspectors representing the public or other agencies having jurisdiction over the Project, record the results of these inspections and report to the LPA.

F. Interpretation of Contract Documents:

Report to the LPA when clarifications and interpretation of the Contract Documents are needed and transmit to the CONTRACTOR clarifications and interpretations as issued by the LPA.

G. Modifications:

Consider and evaluate the CONTRACTOR'S suggestions for modifications in Drawings or Specifications and report to the LPA. Transmit to the CONTRACTOR decisions as issued by the LPA.

H. Records:

a. Maintain at the job site orderly files for correspondence, reports of job conferences, Shop Drawings and samples, reproductions of original Contract Documents including all Work Directive Changes, Addenda, Change Orders, Field Orders, additional Drawings issued subsequent to the execution of the

Contract, clarification and interpretations of the Contract Documents, progress reports, and other Project related documents.

b. Keep a diary signed daily, recording the CONTRACTOR hours on the job site, weather conditions, data relative to questions of Work Directive Changes, Change Orders or changed conditions, list of job site visitors, daily activities of the prime contractors and all subcontractors, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to the LPA.

c. Record names, addresses and telephone numbers of all CONTRACTORS, subcontractors and major suppliers of materials and equipment.

I. Reports:

a. Furnish the LPA periodic reports as required of progress of the Work and of the CONTRACTOR'S compliance with the progress schedule and schedule of Shop Drawing and sample submittals.

b. Consult with the LPA in advance of scheduled major tests, inspections or start of important phases of the Work.

c. Draft proposed Supplemental Agreements, Quantity Adjustments and Work Directive Changes, obtaining backup material from the CONTRACTOR; and recommend Supplemental Agreements, Quantity Adjustments, Work Directive Changes, and Field Orders to the LPA.

d. Report immediately to the LPA upon the occurrence of any accident.

J. Payment Requests:

a. Review applications for payment with the CONTRACTOR for compliance with the established procedure for their submission and forward to the LPA, noting particularly the relationship of the payment requested to the schedule of values and Work completed and materials and equipment delivered to the site but not incorporated in the Work.

K. Certificates, Maintenance and Operation Manuals:

During the course of the Work verify that certificates, maintenance and operations manuals and other data required to be assembled and furnished by the CONTRACTOR are applicable to the items actually installed and in accordance with the Contract Documents, and have this material delivered to the LPA prior to final payment for the Work.

L. Completion:

a. Before issuing a Certificate of Substantial Completion, submit a list of observed items requiring completion or correction to the Contractor.

b. Conduct a final inspection in the company of the LPA, the CONTRACTOR, the MDOT, & FHWA, and prepare a final list of items to be completed or corrected.

c. Observe that all items on the final list have been completed or corrected and make recommendations to the LPA concerning acceptance.

III. Limitations of Authority

The resident Project Engineer:

A. Shall not authorize any deviation from the Contract Documents or substitution of materials or equipment, unless authorized by the LPA.

B. Shall not exceed the limitations of the LPA'S authority as set forth in the Contract Documents.

C. Shall not undertake any of the responsibilities of the CONTRACTOR, subcontractors or the CONTRACTOR's superintendent.

D. Shall not advise on, issue directions relative to, or assume control over any aspect of the means, method, techniques, sequences or procedures of construction unless such advice or directions are specifically required by the Contract Documents.

E. Shall not accept Shop Drawings or sample submittals from anyone other than the Contractor.

F. Shall not authorize the LPA to occupy the Project in whole or in part.

G. Shall not participate in specialized field or laboratory tests or inspections conducted by others except as specifically authorized by LPA.

EXHIBIT 3

FEES AND EXPENSES

The LPA shall pay the CONSULTANT on a Labor-Hour/Unit Cost Basis, with an upset limit of **$79,951.91** for the satisfactory completion of the Scope of Work set forth under "Exhibit 2", hereto, for all salaries, overhead, direct costs and the CONSULTANT'S fixed fees attributable to this CONTRACT.

All charges for services must be substantiated by supporting data, i.e. certified time sheets, daily logs, check stubs, pay vouchers, or other items as deemed necessary.

Payroll Additive & Overhead:

The current overhead rates shall be submitted by the CONSULTANT and approved by the MDOT within nine (9) months of the end of the CONSULTANT's fiscal period. The current overhead rate, as defined in this CONTRACT, shall be the overhead rate for the CONSULTANT's most recent previous fiscal period. The CONSULTANT's failure to provide a current overhead rate within nine (9) months of the end of the CONSULTANT's fiscal period may result in the **CONSULTANT being deemed ineligible for any potential Supplemental Agreements with the LPA. Any additions to an existing Labor Hour Rate table via Letter Agreement and/or Supplemental Agreement shall utilize the overhead rate(s) applied to the original CONTRACT.** The estimated FCCM for cost proposals, Supplemental Agreements, and invoices must be specially identified and distinguished from the other costs. Profit/Fee shall not include amounts applicable to FCCM.

All overhead rates submitted to MDOT for approval shall comply with the AASHTO Audit Guide, latest edition, as amended. In addition, the CONSULTANT shall submit written certification in accordance with FHWA Order 4470.1A, as amended, that the indirect cost rate submitted does not include any costs which are expressly unallowable and the indirect cost rate was established only with allowable costs in accordance with the applicable cost principles contained in the Federal Acquisition Regulations (FAR) of 48 CFR part 31.

Direct Costs:

Direct Costs are those expenses deemed reasonably necessary by the LPA for the successful completion of the Scope of Work, which are charged directly to the project and not included in overhead. These direct expenses, as used herein, include the costs of travel, subsistence, shipping charges, long distance telephone calls and printing if it is not company accounting policy to include these costs in overhead rates. **However, Direct costs for lodging shall be reimbursed in accordance with FAR 31.205-46(a)(2).** The LPA will reimburse the CONSULTANT'S actual documented expenses; or the amount allowable under the current edition of the MDOT State Travel Handbook, whichever is lower. Except as otherwise specifically provided herein, the procedures generally outlined in the MDOT State Travel Handbook shall govern the allowability of any expense reimbursement. In addition, no meal reimbursement will be allowed when there is no overnight stay.

Labor Hour / Unit-cost Rates:

Labor Hour as the term is used herein shall include all direct salaries, audited overhead rate (as approved by MDOT), and profit. The audited overhead rate shall consist of fringe benefits and the general overhead. Unit-costs, as the term is used herein shall include all direct costs, profit, and any other associated costs for the project. Labor Hour / Unit-Costs are not subject to any adjustments on the basis of the CONSULTANT's cost experience in performing the PROJECT. The Labor Hour / Unit-costs shall not

exceed the rates established in EXHIBIT 3 (found in Table 1: Rate Schedule for Labor Hours). Once the LPA has approved and accepted the work of the CONSULTANT, the LPA will pay the CONSULTANT any unpaid amounts of the PROJECT.

Under no circumstances shall the CONSULTANT alter the personnel, classifications, and rates listed in the Labor Rate Schedule without an approved Letter Agreement signed by both parties.

Table 1: Rate Schedule for Labor Hours

PERSONNEL NAME	LABOR CLASSIFICATION	2020 Loaded Rate
Robert Walker	Project Manager	$299.04
Mark Sorrell	Project Engineer	$129.77
	Supervisory Inspector	$104.92
	Graduate Engineer	$72.36
	Administrative Assistant	$76.88

SCHEDULE OF MAXIMUM RATES, EXPENSES & FEES:

Contract Maximums:

Under no circumstances shall the amount payable by the LPA for this CONTRACT exceed $79,951.91 (Total of all Charges) without the prior written consent of both parties

Fee and Expense Summary

Labor Cost	Direct Cost	SubConsultant	Total
72,545.96	1,603.70	5,802.25	79,951.91

EXHIBIT 4

SAMPLE INVOICE
[Labor-Hour/Unit Cost]

LPA's name
LPA's address

DATE:

ATTENTION: LPA, Consultant Services Administrator

INVOICE NO. 0000
PERIOD _____, 20__ THROUGH ____, 20__
PROFESSIONAL SERVICES IN ACCORDANCE WITH
CONTRACT DATED_____, 20__, AS RELATES TO
PROJECT NO. ___-___-____-____-____ IN_____ COUNTY, HIGHWAY_____.

CONSULTANT:
CUSTOMER NUMBER 0000000000 FILE NO. 000-000000

	CURRENT PERIOD	PREVIOUS ESTIMATE	TOTAL ALLOWED TO DATE
* LABOR COSTS	$	$	$
** DIRECT COSTS	$	$	$
PROJECT TOTAL	$	$	$

AMOUNT DUE THIS INVOICE: $

NOTE:
1. * ATTACH SUPPORTING DATA
2. ** DIRECT COSTS (ATTACH SUPPORTING DATA)
3. THE CONSULTANT MAY USE ITS OWN INVOICE FORM SO LONG AS IT HAS BEEN APPROVED. PRIOR TO SUBMISSION BY THE CONSULTANT SAID FORM SHOULD, AT A MINIMUM, CONTAIN THE ABOVE INFORMATION

SUPPORTING DATA

Project No. 00-0000-00-000-00
County _____

Employee and Classification	Rate of Pay (in contract)	Current Period Hours	Previous Period Costs	Costs To Date
DIRECT LABOR AND DIRECT COSTS				
John P. Public, Jr Engineer	0.00	0.00	0.00	0.00
John P. Public, Jr Designer	0.00	0.00	0.00	0.00
John P. Public, Jr Engineer	0.00	0.00	0.00	0.00
John P. Public, Jr Technician	0.00	0.00	0.00	0.00
Sub Total		0.00	0.00	0.00
Total Labor			0.00	0.00
Direct Costs			0.00	0.00
Project Total			0.00	0.00

EXHIBIT 5

NOTICE TO CONTRACTORS, FEDERAL-AID CONTRACT COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964 COPELAND ANTI-KICKBACK ACT, DAVIS BACON ACT CONTRACT WORK HOURS AND SAFETY STANDARDS ACT CLEAN AIR ACT, ENERGY POLICY AND CONSERVATION ACT DISADVANTAGED BUSINESS ENTERPRISES, WORKER VISIBILITY

During the performance of this CONTRACT, the CONSULTANT, for itself, its assignees and successor-in-interest (hereinafter referred to as the "CONSULTANT") agrees as follows:

1. Compliance with Regulations: The CONSULTANT will comply with the Regulations of the Department of Transportation relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (Title 49, Code of Federal Regulations, Part 21, hereinafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of this CONTRACT.

2. Nondiscrimination: The CONSULTANT, with regard to the work performed by it after award and prior to completion of the contract work, will not discriminate on the grounds of race, religion, color, sex, national origin, age or disability in the selection and retention of subconsultants including procurement of materials and leases of equipment. The CONSULTANT will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the CONTRACT covers a program set forth in Appendix B of the Regulations. In addition, the CONSULTANT will not participate either directly or indirectly in discrimination prohibited by 23 C.F.R. 710.405(b).

3. Solicitations for Subcontracts. Including Procurement of Materials and Equipment: In all Solicitations, either by competitive bidding or negotiation made by the CONSULTANT for work to be performed under a subcontract, including procurement of materials or equipment, each potential subconsultant or supplier shall be notified by the CONSULTANT of the CONSULTANT's obligations under this CONTRACT and the Regulations relative to nondiscrimination on the grounds of race, religion, color, sex, national origin, age or disability.

4. Anti-kickback provisions: All contracts and subcontracts for construction or repair shall include a provision for compliance with the Copeland "Anti-Kick Back" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR, Part 3). This Act provides that each contractor or subcontractor shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The CONSULTANT shall report all suspected or reported violations to the LPA.

5. Davis Bacon Act: When required by the federal grant program legislation, all construction contracts awarded to contractors and subcontractors in excess of $2,000 shall include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 276a to a-7) and as supplemented by Department of Labor regulations (29 CFR, Part 5). Under this Act, contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less often than once a week.

6. Contract Work Hours and Safety Standards Act: Where applicable, all contracts awarded by or to contractors and subcontractors in excess of $100,000 which involve the employment of mechanics or laborers shall include a provision for compliance with sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor Regulations (29 CFR, Part 5). Under section 103 of the Act, each contractor shall be required to compute the wages of every mechanic and

laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1 1/2 times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction, safety, and health standards promulgated by the Secretary of Labor. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

7. Clean Air Act: Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857 (h), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15) (Contracts and subcontracts in amounts in excess of $100,000).

8. Energy Policy and Conservation Act: Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163).

9. Disadvantaged Business Enterprises: It is the policy of the Mississippi Department of Transportation to comply with the requirements of 49 C.F.R. 26, to prohibit unlawful discrimination, to meet it's goal for DBE participation, to meet that goal whenever possible by race-neutral means, to create a level playing field, and to achieve that amount of DBE participation that would be obtained in an non-discriminatory market place. To meet that objective in any United States Department of Transportation assisted contracts, the LPA and the CONSULTANT shall comply with the "Mississippi Department of Transportation's Disadvantaged Business Enterprise Programs For United States Department Of Transportation Assisted Contracts".

Neither the CONSULTANT (Contractor), nor any sub-recipient or sub-contractor shall discriminate on the bases of race, color, national origin, or sex in the performance of this contract. The CONSULTANT (Contractor) shall carry out applicable requirements of 49 C.F.R. 26 in the award and administration of United States Department of Transportation assisted contracts. Failure of the CONSULTANT (Contractor) to carry out those requirements is a material breach of the contract which may result in the termination of this contract or such other remedies as the Mississippi Department of Transportation deems appropriate.

10. Worker Visibility: All workers within the right-of-way of a Federal-aid highway who are exposed either to traffic (vehicles using the highway for the purposes of travel) or to construction equipment within the work area shall wear high-visibility safety apparel – personal protective safety clothing that is intended to provide conspicuity during both daytime and nighttime usage, and that meets the Performance Class 2 or 3 requirements of the ANSI/ISEA 107–2004 publication entitled "American National Standard for High-Visibility Safety Apparel and Headwear" – for compliance with 23 CFR, Part 634.

EXHIBIT 6

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS - Certification in accordance with Section 29.510 Appendix A, C.F.R./Vol. 53, No. 102, page 19210 and 19211:

(1) The CONSULTANT certifies to the best of its knowledge and belief that it and its principals:

(a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;

(b) have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in paragraph (l)(b) of this certification: and

(d) have not within a three-year period preceding this application/proposal had one or more public transactions (federal, state or local) terminated for cause or default;

(e) has not either directly or indirectly entered into any agreement participated in any collusion; or otherwise taken any action in restraint of free competitive negotiation in connection with this CONTRACT.

(2) The CONSULTANT further certifies, to the best of his/her knowledge and belief, that:

(f) No federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a member of Congress, an officer or employee of Congress, or employee of a member of Congress in connection with the awarding of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(g) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer of employee of Congress, or any employee of a member of Congress in connection with this CONTRACT, Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions will be completed and submitted.

The certification contained in (1) and (2) above is a material representation of fact upon which reliance is placed and a pre-requisite imposed by Section 1352, Title 31, U. S. Code prior to entering into this CONTRACT. Failure to comply shall be subject to a civil penalty of not less than $10,000 and not more than $100,000. The CONSULTANT shall include the language of the certification in all subcontracts exceeding $100,000 and all sub-contractors shall certify and disclose accordingly.

I hereby certify that I am the duly authorized representative of the CONSULTANT for purposes of making this certification, and that neither I, nor any principal, officer, shareholder or employee of the above firm has:

(a) employed or retained for commission, percentages, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above consultant) to solicit or secure this agreement,

(b) agreed, as an express or implied condition for obtaining this CONTRACT, to employ or retain the services of any firm or person in connection with carrying out the agreement, or

(c) paid, or agreed to pay, to any firm, organization or person (other than a bone fide employee working solely for me or the above consultant) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the agreement; except as herein expressly stated (if any).

I acknowledge that this Agreement may be furnished to the Federal Highway Administration, United States Department of Transportation, in connection with the Agreement involving participation of Federal-Aid Highway funds, and is subject to applicable state and federal laws, both criminal and civil.

SO CERTIFIED this 28th day of February, 2020.

Neel-Schaffer, Inc.

BY: _____

Robert Walker, Executive Vice President

ATTEST: _____

My Commission Expires:

_____

Notary

STATE OF MISSISSIPPI
NOTARY PUBLIC
ID # 62836
BARBARA L. EARLES
Commission Expires
May 14, 2021
RANKIN COUNTY

EXHIBIT 7

CERTIFICATION OF THE LPA

I hereby certify that I am the Chief Administrative Official, duly authorized by the LPA to execute this certification and that the above consulting firm or its representative has not been required, directly or indirectly, as an express or implied condition in connection with obtaining or carrying out this agreement to:

(a) employ or retain, or agree to employ or retain, firm or person, or

(b) pay, or agree to pay, to any firm, person organization, any fee, contribution, donation, or consideration of any kind except as here expressly stated (if any).

SO CERTIFIED on the _____day of _____, 20__.

The City of Ridgeland

_____

Gene F. McGee, Mayor

EXHIBIT 8

{Intentionally Left Blank}

EXHIBIT 9

PRIME CONSULTANT / CONTRACTOR EEV CERTIFICATION AND AGREEMENT

By executing this Certification and Agreement, the undersigned verifies its compliance with the, "Mississippi Employment Protection Act," Section 71-11-3 of the Mississippi Code of 1972, as amended, and any rules or regulations promulgated by the LPA, Mississippi Transportation Commission [MTC], Department of Employment Security, State Tax Commission, Secretary of State, Department of Human Services in accordance with the Mississippi Administrative Procedures Law (Section 25-43-1 et seq., Mississippi Code of 1972, as amended), stating affirmatively that the individual, firm, or corporation which is contracting with the LPA has registered with and is participating in a federal work authorization program* operated by the United States Department of Homeland Security to electronically verify information of newly hired employees pursuant to the Immigration Reform and Control Act of 1986, Pub.L. 99-603,100 Stat 3359, as amended. The undersigned agrees to inform the LPA if the undersigned is no longer registered or participating in the program.

The undersigned agrees that, should it employ or contract with any entity(s) in connection with the performance of this CONTRACT, the undersigned will secure from such entity(s) verification of compliance with the Mississippi Employment Protection Act. The undersigned further agrees to maintain records of such compliance and provide a copy of each such verification to the LPA, if requested, for the benefit of the LPA or this CONTRACT.

128686
EEV* Company Identification Number [Required]

The undersigned certifies that the above information is complete, true and correct to the best of my knowledge and belief. The undersigned acknowledges that any violation may be subject to the cancellation of the contract, ineligibility for any state or public contract for up to three (3) years, the loss of any license, permit, certificate or other document granted by any agency, department or government entity for the right to do business in Mississippi for up to one (1) year, or both, any and all additional costs incurred because of the contract cancellation or the loss of any license or permit, and may be subject to additional felony prosecution for knowingly or recklessly accepting employment for compensation from an unauthorized alien as defined by 8 U.S.C §1324a(h)(3), said action punishable by imprisonment for not less than one (1) year nor more than five (5) years, a fine of not less than One Thousand Dollars ($1,000.00) nor more than Ten Thousand Dollars ($10,000.00), or both, in addition to such prosecution and penalties as provided by Federal law.

BY: _____ 2/28/2020
Authorized Officer or Agent — Date

Robert Walker — Executive Vice President
Printed Name of Authorized Officer or Agent — Title of Authorized Officer or Agent of Contractor / Consultant

SWORN TO AND SUBSCRIBED before me on this the 28th day of February, 2020.

STATE OF MISSISSIPPI NOTARY PUBLIC ID # 62836 BARBARA L. EARLES Commission Expires May 14, 2021 RANKIN COUNTY

Barbara L. Earles
NOTARY PUBLIC
My Commission Expires: _____

* As of the effective date of the Mississippi Employment Protection Act, the applicable federal work authorization program is E-Verify™ operated by the U. S. Citizenship and Immigration Services of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration.

FEE PROPOSAL

CONSTRUCTION ENGINEERING & INSPECTION

Highland Colony Parkway-Renaissance Driveways Traffic Signal Improvements

Prepared for:

Mississippi Department of Transportation

Project Number:

STP-7354-00(005) LPA / 108011-701000

City of Ridgeland

Prepared by: **Neel-Schaffer, Inc.**

Date Submitted:

Date Revised:

Cost Summary

Highland Colony Parkway-Renaissance Driveways Traffic Signal Improvements

Construction Engineering & Inspection Services

Neel-Schaffer, Inc.		
Labor Costs		
CE&I Services	$	72,545.96
Direct Costs		
CE&I Services	$	1,603.70
Subtotal **Neel-Schaffer, Inc.**	**$**	**74,149.66**
{Soiltech}		
Labor Costs		
CE&I Services	$	4,921.25
Direct Costs		
CE&I Services	$	881.00
Subtotal {name of SubConsultant) Costs	**$**	**5,802.25**
PROJECT TOTAL COSTS	**$**	**79,951.91**

BILLING RATE TABLE

Neel-Schaffer, Inc.

Construction Engineering & Inpection Services

Home Overhead Rate [2]	151.89%	%	*151.75% OH + 0.14% FCCM*
Field Overhead Rate [2]	115.35%	%	*115.31% OH + 0.04% FCCM*
Profit	12.00%	%	

REGULAR BILLING TIME

Classification	Raw Wage Rate	Audited OH Rate[3]	Profit	Regular Billing Rate
Project Manager	$ 106.00	$ 161.00	$ 32.04	**$ 299.04**
Project Engineer	$ 46.00	$ 69.87	$ 13.90	**$ 129.77**
Supervisory Inspector	$ 43.50	$ 50.18	$ 11.24	**$ 104.92**
Graduate Engineer	$ 30.00	$ 34.61	$ 7.75	**$ 72.36**
Administrative Assistant	$ 27.25	$ 41.39	$ 8.24	**$ 76.88**

HOUR DISTRIBUTION / LABOR COSTS

Neel-Schaffer, Inc.

Construction Engineering & Inpection Services

STP-7354-00(005) LPA / 108011-701000

REGULAR HOURS ONLY

POSITION TITLE	Hours Per Month												On Job Months	Subtotal Hours	Hourly Rate	Extension
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec				
Project Manager			2	2	2	2	2	2	2	2	2		0	18	$ 299.04	$ 5,382.72
Project Engineer			20	16	16	16	16	16	20	20	40		0	180	$ 129.77	$ 23,358.60
Supervisory Inspector			24	20	8	8	8	8	12	16	16		0	120	$ 104.92	$ 12,590.40
Graduate Engineer			80	40	16	16	16	80	80	40	40		0	408	$ 72.36	$ 29,522.88
Administrative Assistant			2	2	2	2	2	3	3	3	3		0	22	$ 76.88	$ 1,691.36

Labor Subtotal (Regular) $ 72,545.96

CONTRACTOR's Project Completion Time: 130 Working Days

Construction Cost Estimate: $836,623

$ 79,951.91

DIRECT COSTS ****

Neel-Schaffer, Inc.

Construction Engineering & Inpection Services

POSITION TITLE	LODGING	MEALS	TRAVEL	PRINTING	*{OTHER}*	MONTH TOTAL
Project Manager						$ -
Project Engineer					$ 95.70	$ 95.70
Supervisory Inspector					$ 116.00	$ 116.00
Graduate Engineer					$ 1,392.00	$ 1,392.00
Administrative Assistant						$ -
				TOTAL		**$ 1,603.70**

Project Engineer: 165 miles at $0.58 per mile
Supervisory Inspector: 200 miles at $0.58 per mile
Graduate Engineer: 2,400 miles at $0.58 per mile

ESTIMATED MAXIMUM FEE FOR TESTING SERVICES

Project Name: Highland Colony Parkway-Renaissance Driveways Traffic Signal Improvements — City of: City of Ridgeland

MDOT Project No.: STP-7354-00(005) LPA / 108011-701000

Testing Firm Name: Soiltech

MDOT District Material Engineer Approval Date for the S&T Report:

Overhead Rate: 195.23%

Profit: 12.00%

Classification	Raw Wage Rate	Audited OH Rate	Profit	Regular Billing Rate
Project Engineer	$ 66.69	$ 130.20	$ 23.63	**$ 220.52**
Project Manager	$ 39.08	$ 76.30	$ 13.85	**$ 129.22**
Field Technician II	$ 20.91	$ 40.82	$ 7.41	**$ 69.14**
Field Technician	$ 18.00	$ 35.14	$ 6.38	**$ 59.52**
Admin. Asst.	$ 15.59	$ 30.44	$ 5.52	**$ 51.55**

LABOR COSTS	Hours	Regular Billing Rate	Total
Project Engineer	5	$ 220.52	$ 1,102.60
Project Manager	10	$ 129.22	$ 1,292.20
Field Technician II	30	$ 69.14	$ 2,074.20
Field Technician	5	$ 59.52	$ 297.60
Admin. Asst.	3	$ 51.55	$ 154.65
SUBTOTAL - LABOR COSTS	53		$ 4,921.2500

FIELD AND LABORATORY	Quantity	Unit	Unit Cost	Total Cost
Grain Size Analysis (Soil/Fine Aggregate)	2	Each	$ 65.00	$ 130.00
Grain Size Analysis (Coarse Aggregate)	2	Each	$ 85.00	$ 170.00
Concrete Compression Tests	21	Each	$ 18.00	$ 378.00
SUB-TOTAL - FIELD AND LABORATORY				$ 678.00

EXPENSE ITEMS	Quantity		Rate	Total Cost
Automobile travel (10 miles R/T from Office to Site)	350	x	$ 0.580	$ 203.00
SUB-TOTAL - EXPENSE ITEMS				$ 881.00
			TOTAL PROPOSED FEE	**$ 5,802.25**

NOTES:

The above quantities are based on the contractor production estimates provided by MDOT. One 3-hour trip was estimated to pick up all soil sample required for the project. It was estimated that the contractor will have approximately 2000 feet of sidewalk prepared for density testing on each tri requiring only five 5-hour trips. For 825 yards of concrete, nine 4-hour trips will be required for concrete testing, making only one set of three cylinder per trip (27 cylinders). Nine 4-hour trips will be required for cylinder pickups

Senior Field Inspector Trip and Hourly Summary

Description	Trips	Hours/Trip	Travel Time	Hours
Sample Pickup	1	2	1.5	3.5
Concrete Testing	7	3	0.5	24.5
Concrete Cylinder Pickup	7	0.5	0.5	7
Totals	15			35

The above quantities are based on the LPA Sampling and Testing Proposal dated 11/7/19.
One trip was estimated to pick up concrete components from the supplier and deliver them to MDOT Central Lab for testing
It is estimated that 7 trips for concrete testing will be required as follows: 3 trips for sidewalks, 1 trip for curb and gutter, one trip for concrete median one trip for concrete median (4"), and one trip for pole foundations
We estimate that 7 trips will be required for cylinder pick ups.
We estimate that the administrative assistant will spend approximately 3 hours inputting data, the project manager will spend approximately 10 hour writing reports and overseeing the project, and the project engineer will spend approximately 5 hours approving reports

the city of RIDGELAND

public works

Memorandum

To: The Mayor and Board of Alderman

From: Mike McCollum, Public Works Director

Date: March 31, 2020

Re: Old Agency Road Truck Route Permit Lot 290 Bridgewater 7 for Barry Woodward

We recommend the Mayor and Board of Alderman approve a truck route that includes the use of Old Agency Road from Livingston Road to Patterson's Crossing for Barry Woodward Construction. We have determined that this is the only practical way for trucks to access the site.

Thank you for our consideration of our recommendation. Please let me know if you have any questions.

mailing address: p.o. box 217 · ridgeland, ms 39158
street address: 304 highway 51 · ridgeland, ms 39157
ph: 601.853.2027 · fax: 601.853.2019 · www.ridgelandms.org

Gene F. McGee, cmo - mayor · John M. McCollum - director of public works

board of aldermen: D.I. Smith, cmo - at-large • Ken Heard, cmo - ward 1 • Chuck Gautier, cmo - ward 2
Kevin Holder, cmo, mayor pro tempore - ward 3 • Brian P. Ramsey, cmo - ward 4 • Bill Lee - ward 5 • Wesley Hamlin, cmo - ward 6

City of Ridgeland

1. Destination (Physical Address)_____Lot 290 Bridgewater 7_____

2. Building Permit #00572____NA_____

3. Number and Type of Trucks_____Mulitple Tandum axil dump trucks, concrete trucks and supply strucks_____

4. Number of estimate loads_____250_____

5. Purpose of Loads___Dirt, Equipment, concrete and building material Hauling_____

6. Gross Vehicle Weight Rating and Classification_____26000_____

7. Trucking Company Various independent trucks_____ Phone #____601-941-5190_____

8. Trucking Company Address___P.O Box 2147 Madison, MS 39110 _____

9. Start Point(Physical Address)____ North Livingston Road

10. Start Time_____April 7th h 2020_____

11. Expiration Date___April 1st 2021_____

12. Approved Truck Route__ From North Livington Road turn East on Old Agency Road then North on Patterson Crossing then North to Bridgewater Crossing to destination and reverse trip back.

13. A copy of this permit is required to have in each truck and must be presented to any City Office that request to see it.

John M. McCollum or Designee
Public Works Director
City of Ridgeland

Date_____

the city of RIDGELAND

police department

March 31, 2020

TO: Mayor & Board of Aldermen

FROM: John R. Neal, Chief of Police

SUBJECT: Budget Amendment

I am respectfully requesting the following budget amendment:

Decrease 005-101-730 (Capital Machinery & Equip) $4,993.17 and increase 005-101-635 (Equip Repair and Maintenance) $4,993.17

These funds were inadvertently amended to the 005-101-730 (Capital Machinery & Equip) to be used for the unexpected replacement of air conditioning unit in our City Prosecutor's office in Court Services.

Your consideration and approval of this request will be greatly appreciated.

CC: Craig Cotten

115 west school street · ridgeland, ms 39157
ph: 601.856.2121 · www.ridgelandms.org

Gene F. McGee, cmo - mayor · John R. Neal - chief of police
board of aldermen: D.I. Smith, cmo - at-large · Ken Heard, cmo - ward 1 · Chuck Gautier, cmo - ward 2
Kevin Holder, cmo, mayor pro tempore - ward 3 · Brian P. Ramsey, cmo - ward 4 · Bill Lee - ward 5 · Wesley Hamlin, cmo - ward 6

the city of RIDGELAND

police department

March 31, 2020

TO: Mayor & Board of Aldermen

FROM: John R. Neal, Chief of Police

SUBJECT: Surplus Property

I am requesting the following items be declared surplus property to be disposed of accordingly.

Description:	**Asset Number:**
SETCOM Mic for Motorola Radio	**100-6-01102**
SETCOM Mic for Motorola Radio	**100-6-01103**
Daewoo Refrigerator (S/N IE83900158)	**100-2-00315**
2017 Ford Explorer (VIN 1FM5K8AR4HGA79490)	**100-1-766**

The above SETCOM Mic's are no longer compatible with new Motorola Radios and refrigerator is no longer operable. The patrol vehicle was involved in an accident and deemed totaled to be released to the insurance company upon approval.

Your consideration and approval of this request will be greatly appreciated.

CC: Craig Cotten

115 west school street · ridgeland, ms 39157
ph: 601.856.2121 · www.ridgelandms.org

Gene F. McGee, cmo - mayor · John R. Neal - chief of police
board of aldermen: D.I. Smith, cmo - at-large · Ken Heard, cmo - ward 1 · Chuck Gautier, cmo - ward 2
Kevin Holder, cmo, mayor pro tempore - ward 3 · Brian P. Ramsey, cmo - ward 4 · Bill Lee - ward 5 · Wesley Hamlin, cmo - ward 6

the city of RIDGELAND

police department

March 31, 2020

TO: Mayor & Board of Aldermen

FROM: John R. Neal, Chief of Police

SUBJECT: Surplus Property

The below listed items were posted in three public places (Ridgeland Police Department, City of Ridgeland Library, and Ridgeland City Hall) for one hundred twenty (120) days as abandoned property and in accordance with MS Code Annotated 21-39-21. During that time, the property was unclaimed and is requested to be declared surplus property to be used for store credit.

Case #	Make	Model	Serial #
2013007999	Sig Sauer		F262976
2015016205	RG IND	22	431255
2016006103	Arminus	HW33	540425
2014009201	Bryco Arms	25	153772
2016000142	HiPoint	C9	P1667791
2015014271	Jimenez Arms	380	175904
2015000577	HiPoint	C9	P02540
2015000577	Witness	9	EA36180
2015007286	Ruger	P95	31651504
2015008612	EKOL	Viper	E4UP-14110305
2015002022	Taurus	PT22	Z046664
2017001197	Taurus	38	GM78665
2015001642	Jimenez Arms	25	188030

Your consideration and approval of this request will be greatly appreciated.

Attachments (1)

CC: Craig Cotten

115 west school street · ridgeland, ms 39157
ph: 601.856.2121 · www.ridgelandms.org

Gene F. McGee, cmo - mayor · John R. Neal - chief of police
board of aldermen: D.I. Smith, cmo - at-large · Ken Heard, cmo - ward 1 · Chuck Gautier, cmo - ward 2
Kevin Holder, cmo, mayor pro tempore - ward 3 · Brian P. Ramsey, cmo - ward 4 · Bill Lee - ward 5 · Wesley Hamlin, cmo - ward 6

the city of RIDGELAND

police department

October 22, 2019

NOTICE OF INTENTION
TO DISPOSE OF ABANDONED PROPERTY

TO: Any and All Unknown Owners

You are hereby notified that the property listed and described below was recovered and is currently being held by the **Ridgeland Police Department**.

DESCRIPTION OF PROPERTY:

1. One Sig Sauer Serial Number F262976. Taken from Curtis Davis case number 2013007999.
2. One RG IND .22 Serial Number 431255. Taken from Clarence Conrod case number 2015016205.
3. One Arminus HW33 .33 cal Serial Number 540425. Taken from George Roberson case number 2016006103.
4. One Bryco Arms 25 cal Serial Number 153772. Taken from Laura Brown case number 2014009201.
5. One HiPoint C9 9MM Serial Number P1667791. Taken from Steven Lee Cameron case number 2016000142.
6. One Jimenez Arms .380 Serial Number 175904. Taken from Rodnequa Jamison case number 2015014271.
7. One HiPoint 9MM Serial Number P02540 and one Witness 9MM Serial Number EA36180. Taken from Christopher Jones case number 2015000577
8. One Rugr P95 Serial Number 31651504. Taken from Lester Hollins Jr case number 2015007286.
9. One EKOL Viper Serial Number E4UP-14110305. Taken from Michael Garren case number 2015008612.
10. One taurus PT22 Serial Number Z046664. Taken from Amanda Hudson case number 2015002022.
11. One Taurus 38 Special Serial Number GM78665. Taken from Monjyot Singh case number 2017001197.
12. One Jimenez 25 Cal Serial Number 188030. Taken from Jennifer Brister case number 2015001642.
13. One Spare Tire and One Tire Iron. Taken on April 2, 2016 case number 2016004579.
14. One Red Floor Jack and One Tire Iron. Taken on July 28, 2016 case number 2016010528..
15. One Toshiba Computer Purple Serial Number 4A1130880 and one Sony Cybershot Camera Serial Number 3534763. Taken on December 3, 2012.
16. One Jabra SP500 Bluetooth speaker. Taken September 1, 2012.

115 west school street · ridgeland, ms 39157
ph: 601.856.2121 · www.ridgelandms.org

Gene F. McGee, cmo - mayor · John R. Neal - chief of police
board of aldermen: D.I. Smith, cmo - at-large · Ken Heard, cmo - ward 1 · Chuck Gautier, cmo - ward 2
Kevin Holder, cmo, mayor pro tempore - ward 3 · Brian P. Ramsey, cmo - ward 4 · Bill Lee - ward 5 · Wesley Hamlin, cmo - ward 6

the city of RIDGELAND

police department

Said vehicles and/or property being subject to disposition under the provisions of Section 21-39-21 of the Mississippi Code of 1972, as amended, having been the receipt or recovery of lost, stolen, abandoned or misplaced personal property.

TO RECOVER SAID PROPERTY

If you claim an interest in the above-described property which is subject to notice under Miss. Code Ann. § 21-39-21, and wish to contest the disposition you must within **one hundred and twenty (120) days** after receipt of this Notice or of the date of the first publication of this Notice, file a written claim signed by you contesting the disposition.

If you file such a Notice, a copy of the said Notice must be served upon the attorney or representative providing this Notice by service of process in the same manner as in other civil cases. Said agent for process for the agency can be served at the following address:

Ridgeland Police Department
115 West School Street
Ridgeland, Mississippi 39157
Attention: Chief John Neal

If you do not file a claim stating an interest in the property within **one hundred and twenty (120) days** of the date of first posting of this notice, the above-described property will be declared abandoned and the Ridgeland Police Department shall distribute, or dispose of said property in accordance with the provisions of Miss. Code Ann. § 21-39-21.

Dated this the 28th day of October, 2019.

Notice provided by:

John R. Neal
Chief of Police
Ridgeland Police Department

115 west school street · ridgeland, ms 39157
ph: 601.856.2121 · www.ridgelandms.org

Gene F. McGee, cmo - mayor · John R. Neal - chief of police
board of aldermen: D.I. Smith, cmo - at-large · Ken Heard, cmo - ward 1 · Chuck Gautier, cmo - ward 2
Kevin Holder, cmo, mayor pro tempore - ward 3 · Brian P. Ramsey, cmo - ward 4 · Bill Lee - ward 5 · Wesley Hamlin, cmo - ward 6

the city of RIDGELAND

police department

March 31, 2020

TO: Mayor & Board of Aldermen

FROM: John R. Neal, Chief of Police

SUBJECT: Motorola Services Agreement

Please review for approval the attached services agreement between the Ridgeland Police Department and Motorola. This is maintenance services for our Motorola radios and equipment.

Your consideration and approval will be greatly appreciated.

Attachments (1)

CC: Craig Cotten

115 west school street · ridgeland, ms 39157
ph: 601.856.2121 · www.ridgelandms.org

Gene F. McGee, cmo - mayor · John R. Neal - chief of police
board of aldermen: D.I. Smith, cmo - at-large · Ken Heard, cmo - ward 1 · Chuck Gautier, cmo, mayor pro tempore - ward 2
Kevin Holder, cmo - ward 3 · Brian P. Ramsey, cmo - ward 4 · Scott Jones, cmo - ward 5 · Wesley Hamlin, cmo - ward 6

MOTOROLA SOLUTIONS

SERVICE AGREEMENT

500 W Monroe Street
Chicago, IL. 60661

(888) 325-9336

Quote Number : QUOTE-859209
Contract Number: USC000005144
Contract Modifier: R01-NOV-19 14:22:24

Date: 11/01/2019

Company Name: RIDGELAND, CITY OF

Attn:

Billing Address: P O BOX 875

City, State, Zip: RIDGELAND , MS, 39158

Customer Contact:

Phone:

Required P.O. :
Customer # : 1000288317
Bill to Tag # :
Contract Start Date : 01-Mar-2020
Contract End Date : 28-Feb-2021
Anniversary Day : Feb 28th
Payment Cycle : ANNUALLY PO # :

Qty	Service Name	Service Description	Extended Amt
	LSV01S01107A	ASTRO SYSTEM ESSENTIAL PLUS PACKAGE	$19,184.00

Subtotal - Recurring Services	$1,598.67	$19,184.00
Subtotal - One-Time Event Services	$0.00	$0.00
Total	$1,598.67	$19,184.00

THIS SERVICE AMOUNT IS SUBJECT TO STATE AND LOCAL TAXING JURISDICTIONS WHERE APPLICABLE. TO BE VERIFIED BY MOTOROLA

SPECIAL INSTRUCTIONS:

Apmc 7E
AGENDA

I received Statements of
Conditions, a copy of wh

is Agreement. Motorola's Service Terms and
corporated herein by this reference.

cspire business solutions

MOTOROLA SOLUTIONS

SERVICE AGREEMENT

AUTHORIZED CUSTOMER SIGNATURE	TITLE	DATE
CUSTOMER (PRINT NAME)		
Homer Lancaster	CSM	3-12-20
MOTOROLA REPRESENTATIVE(SIGNATURE)	TITLE	DATE
Homer Lancaster	(901)2330138	

500 W Monroe Street
Chicago, IL. 60661

(888) 325-9336

Quote Number : QUOTE-859209
Contract Number: USC000005144
Contract Modifier: R01-NOV-19 14:22:24

MOTOROLA REPRESENTATIVE(PRINT NAME) PHONE

Company Name : RIDGELAND, CITY OF
Contract Number : USC000005144
Contract Modifier : R01-NOV-19 14:22:24
Contract Start Date : 01-Mar-2020
Contract End Date : 28-Feb-2021

MOTOROLA SOLUTIONS

SERVICE AGREEMENT

500 W Monroe Street
Chicago, IL. 60661

(888) 325-9336

Quote Number : QUOTE-859209
Contract Number: USC000005144
Contract Modifier: R01-NOV-19 14:22:24

Service Terms and Conditions

Motorola Solutions Inc. ("Motorola") and the customer named in this Agreement ("Customer") hereby agree as follows:

Section 1. APPLICABILITY
These Maintenance Service Terms and Conditions apply to service contracts whereby Motorola will provide to Customer either (1) maintenance, support, or other services under a Motorola Service Agreement, or (2) installation services under a Motorola Installation Agreement.

Section 2. DEFINITIONS AND INTERPRETATION
2.1 "Agreement" means these Maintenance Service Terms and Conditions; the cover page for the Service Agreement or the Installation Agreement, as applicable; and any other attachments, all of which are incorporated herein by this reference. In interpreting this Agreement and resolving any ambiguities, these Maintenance Service Terms and Conditions take precedence over any cover page, and the cover page takes precedence over any attachments, unless the cover page or attachment states otherwise.

2.2 "Equipment" means the equipment that is specified in the attachments or is subsequently added to this Agreement.

2.3 "Services" means those installation, maintenance, support, training, and other services described in this Agreement.

Section 3. ACCEPTANCE
Customer accepts these Maintenance Service Terms and Conditions and agrees to pay the prices set forth in the Agreement. This Agreement becomes binding only when accepted in writing by Motorola. The term of this Agreement begins on the "Start Date" indicated in this Agreement.

Section 4. SCOPE OF SERVICES
4.1 Motorola will provide the Services described in this Agreement or in a more detailed statement of work or other document attached to this Agreement. At Customer's request, Motorola may also provide additional services at Motorola's then-applicable rates for the services.

4.2 If Motorola is providing Services for Equipment, Motorola parts or parts of equal quality will be used; the Equipment will be serviced at levels set forth in the manufacturer's product manuals; and routine service procedures that are prescribed by Motorola will be followed

4.3 If Customer purchases from Motorola additional equipment that becomes part of the same system as the initial Equipment, the additional equipment may be added to this Agreement and will be billed at the applicable rates after the warranty for that additional equipment expires.

4.4 All Equipment must be in good working order on the Start Date or when additional equipment is added to the Agreement. Upon reasonable request by Motorola, Customer will provide a complete serial and model number list of the Equipment. Customer must promptly notify Motorola in writing when any Equipment is lost, damaged, stolen or taken out of service. Customer's obligation to pay Service fees for this Equipment will terminate at the end of the month in which Motorola receives the written notice.

4.5 Customer must specifically identify any Equipment that is labeled intrinsically safe for use in hazardous environments.

4.6 If Equipment cannot, in Motorola's reasonable opinion, be properly or economically serviced for any reason, Motorola may modify the scope of Services related to that Equipment; remove that Equipment from the Agreement; or increase the price to Service that Equipment.

4.7 Customer must promptly notify Motorola of any Equipment failure. Motorola will respond to Customer's notification in a manner consistent with the level of Service purchased as indicated in this.

Section 5. EXCLUDED SERVICES
5.1 Service excludes the repair or replacement of Equipment that has become defective or damaged from use in other than the normal, customary, intended, and authorized manner; use not in compliance with applicable industry standards; excessive wear and tear; or accident, liquids, power surges, neglect, acts of God or other force majeure events.

5.2 Unless specifically included in this Agreement, Service excludes items that are consumed in the normal operation of the Equipment, such as batteries or magnetic tapes.; upgrading or reprogramming Equipment; accessories, belt clips, battery chargers, custom or special products, modified units, or software; and repair or maintenance of any transmission line, antenna, microwave equipment, tower or tower lighting, duplexer, combiner, or multicoupler.

Motorola has no obligations for any transmission medium, such as telephone lines, computer networks, the internet or the worldwide web, or for Equipment malfunction caused by the transmission medium.

MOTOROLA SOLUTIONS

SERVICE AGREEMENT

500 W Monroe Street
Chicago, IL. 60661

(888) 325-9336

Quote Number : QUOTE-859209
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Contract Modifier: R01-NOV-19 14:22:24

Section 6. TIME AND PLACE OF SERVICE

Service will be provided at the location specified in this Agreement. When Motorola performs service at Customer's location, Customer will provide Motorola, at no charge, a non-hazardous work environment with adequate shelter, heat, light, and power and with full and free access to the Equipment. Waivers of liability from Motorola or its subcontractors will not be imposed as a site access requirement. Customer will provide all information pertaining to the hardware and software elements of any system with which the Equipment is interfacing so that Motorola may perform its Services. Unless otherwise stated in this Agreement, the hours of Service will be 8:30 a.m. to 4:30 p.m., local time, excluding weekends and holidays. Unless otherwise stated in this Agreement, the price for the Services exclude any charges or expenses associated with helicopter or other unusual access requirements; if these charges or expenses are reasonably incurred by Motorola in rendering the Services, Customer agrees to reimburse Motorola for those charges and expenses.

Section 7. CUSTOMER CONTACT

Customer will provide Motorola with designated points of contact (list of names and phone numbers) that will be available twenty-four (24) hours per day, seven (7) days per week, and an escalation procedure to enable Customer's personnel to maintain contact, as needed, with Motorola.

Section 8. INVOICING AND PAYMENT

8.1 Customer affirms that a purchase order or notice to proceed is not required for the duration of this service contract and will appropriate funds each year through the contract end date. Unless alternative payment terms are stated in this Agreement, Motorola will invoice Customer in advance for each payment period. All other charges will be billed monthly, and Customer must pay each invoice in U.S. dollars within twenty (20) days of the invoice date

8.2 Customer will reimburse Motorola for all property taxes, sales and use taxes, excise taxes, and other taxes or assessments that are levied as a result of Services rendered under this Agreement (except income, profit, and franchise taxes of Motorola) by any governmental entity. The Customer will pay all invoices as received from Motorola. At the time of execution of this Agreement, the Customer will provide all necessary reference information to include on invoices for payment in accordance with this Agreement.

8.3 For multi-year service agreements, at the end of the first year of the Agreement and each year thereafter, a CPI percentage change calculation shall be performed using the U.S.Department of Labor, Consumer Price Index, all Items, Unadjusted Urban Areas (CPI-U). Should the annual inflation rate increase greater than 3% during the previous year, Motorola shall have the right to increase all future maintenance prices by the CPI increase amount exceeding 3%. All items, not seasonally adjusted shall be used as the measure of CPI for this price adjustment. Measurement will take place once the annual average for the new year has been posted by the Bureau of Labor Statistics. For purposes of illustration, if in year 5 the CPI reported an increase of 8%, Motorola may increase the Year 6 price by 5% (8%-3% base).

Section 9. WARRANTY

Motorola warrants that its Services under this Agreement will be free of defects in materials and workmanship for a period of ninety (90) days from the date the performance of the Services are completed. In the event of a breach of this warranty, Customer's sole remedy is to require Motorola to re-perform the non-conforming Service or to refund, on a pro-rata basis, the fees paid for the non-conforming Service. MOTOROLA DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Section 10. DEFAULT/TERMINATION

10.1 If either party defaults in the performance of this Agreement, the other party will give to the non-performing party a written and detailed notice of the default. The non-performing party will have thirty (30) days thereafter to provide a written plan to cure the default that is acceptable to the other party and begin implementing the cure plan immediately after plan approval. If the non-performing party fails to provide or implement the cure plan, then the injured party, in addition to any other rights available to it under law, may immediately terminate this Agreement effective upon giving a written notice of termination to the defaulting party.

10.2 Any termination of this Agreement will not relieve either party of obligations previously incurred pursuant to this Agreement, including payments which may be due and owing at the time of termination. All sums owed by Customer to Motorola will become due and payable immediately upon termination of this Agreement. Upon the effective date of termination, Motorola will have no further obligation to provide Services.

10.3 If the Customer terminates this Agreement before the end of the Term, for any reason other than Motorola default, then the Customer will pay to Motorola an early termination fee equal to the discount applied to the last three (3) years of Service payments for the original Term.

500 W Monroe Street
Chicago, IL. 60661

Quote Number : QUOTE-859209
Contract Number: USC000005144

Section 11. LIMITATION OF LIABILITY

Except for personal injury or death, Motorola's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of twelve (12) months of Service provided under this Agreement. ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT OR THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS AGREEMENT. No action for contract breach or otherwise relating to the transactions contemplated by this Agreement may be brought more than one (1) year after the accrual of the cause of action, except for money due upon an open account. This limitation of liability will survive the expiration or termination of this Agreement and applies notwithstanding any contrary provision.

Section 12. EXCLUSIVE TERMS AND CONDITIONS

12.1 This Agreement supersedes all prior and concurrent agreements and understandings between the parties, whether written or oral, related to the Services, and there are no agreements or representations concerning the subject matter of this Agreement except for those expressed herein. The Agreement may not be amended or modified except by a written agreement signed by authorized representatives of both parties.

12.2 Customer agrees to reference this Agreement on any purchase order issued in furtherance of this Agreement, however, an omission of the reference to this Agreement will not affect its applicability. In no event will either party be bound by any terms contained in a Customer purchase order, acknowledgement, or other writings unless: the purchase order, acknowledgement, or other writing specifically refers to this Agreement; clearly indicate the intention of both parties to override and modify this Agreement; and the purchase order, acknowledgement, or other writing is signed by authorized representatives of both parties.

Section 13. PROPRIETARY INFORMATION; CONFIDENTIALITY; INTELLECTUAL PROPERTY RIGHTS

13.1 Any information or data in the form of specifications, drawings, reprints, technical information or otherwise furnished to Customer under this Agreement will remain Motorola's property, will be deemed proprietary, will be kept confidential, and will be promptly returned at Motorola's request. Customer may not disclose, without Motorola's written permission or as required by law, any confidential information or data to any person, or use confidential information or data for any purpose other than performing its obligations under this Agreement. The obligations set forth in this Section survive the expiration or termination of this Agreement.

13.2 Unless otherwise agreed in writing, no commercial or technical information disclosed in any manner or at any time by Customer to Motorola will be deemed secret or confidential. Motorola will have no obligation to provide Customer with access to its confidential and proprietary information, including cost and pricing data.

13.3 This Agreement does not grant directly or by implication, estoppel, or otherwise, any ownership right or license under any Motorola patent, copyright, trade secret, or other intellectual property, including any intellectual property created as a result of or related to the Equipment sold or Services performed under this Agreement.

Section 14. FCC LICENSES AND OTHER AUTHORIZATIONS

Customer is solely responsible for obtaining licenses or other authorizations required by the Federal Communications Commission or any other federal, state, or local government agency and for complying with all rules and regulations required by governmental agencies. Neither Motorola nor any of its employees is an agent or representative of Customer in any governmental matters.

Section 15. COVENANT NOT TO EMPLOY

During the term of this Agreement and continuing for a period of two (2) years thereafter, Customer will not hire, engage on contract, solicit the employment of, or recommend employment to any third party of any employee of Motorola or its subcontractors without the prior written authorization of Motorola. This provision applies only to those employees of Motorola or its subcontractors who are responsible for rendering services under this Agreement. If this provision is found to be overly broad under applicable law, it will be modified as necessary to conform to applicable law.

Section 16. MATERIALS, TOOLS AND EQUIPMENT

All tools, equipment, dies, gauges, models, drawings or other materials paid for or furnished by Motorola for the purpose of this Agreement will be and remain the sole property of Motorola. Customer will safeguard all such property while it is in Customer's custody or control, be liable for any loss or damage to this property, and return it to Motorola upon request. This property will be held by Customer for Motorola's use without charge and may be removed from Customer's premises by Motorola at any time without restriction.

Section 17. GENERAL TERMS

17.1 If any court renders any portion of this Agreement unenforceable, the remaining terms will continue in full force and effect.

500 W Monroe Street
Chicago, IL. 60661

(888) 325-9336

Quote Number : QUOTE-859209
Contract Number: USC000005144
Contract Modifier: R01-NOV-19 14:22:24

17.2 This Agreement and the rights and duties of the parties will be interpreted in accordance with the laws of the State in which the Services are performed.

17.3 Failure to exercise any right will not operate as a waiver of that right, power, or privilege.

Contract Modifier: R01-NOV-19 14:22:24

(888) 325-9336

17.4 Neither party is liable for delays or lack of performance resulting from any causes that are beyond that party's reasonable control, such as strikes, material shortages, or acts of God.

17.5 Motorola may subcontract any of the work, but subcontracting will not relieve Motorola of its duties under this Agreement.

17.6 Except as provided herein, neither Party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party, which consent will not be unreasonably withheld. Any attempted assignment, delegation, or transfer without the necessary consent will be void. Notwithstanding the foregoing, Motorola may assign this Agreement to any of its affiliates or its right to receive payment without the prior consent of Customer. In addition, in the event Motorola separates one or more of its businesses (each a "Separated Business"), whether by way of a sale, establishment of a joint venture, spin-off or otherwise (each a "Separation Event"), Motorola may, without the prior written consent of the other Party and at no additional cost to Motorola, assign this Agreement such that it will continue to benefit the Separated Business and its affiliates (and Motorola and its affiliates, to the extent applicable) following the Separation Event.

17.7 THIS AGREEMENT WILL RENEW, FOR AN ADDITIONAL ONE (1) YEAR TERM, ON EVERY ANNIVERSARY OF THE START DATE UNLESS EITHER THE COVER PAGE SPECIFICALLY STATES A TERMINATION DATE OR ONE PARTY NOTIFIES THE OTHER IN WRITING OF ITS INTENTION TO DISCONTINUE THE AGREEMENT NOT LESS THAN THIRTY (30) DAYS OF THAT ANNIVERSARY DATE. At the anniversary date, Motorola may adjust the price of the Services to reflect its current rates.

17.8 If Motorola provides Services after the termination or expiration of this Agreement, the terms and conditions in effect at the time of the termination or expiration will apply to those Services and Customer agrees to pay for those services on a time and materials basis at Motorola's then effective hourly rates.

17.9 This Agreement may be executed in one or more counterparts, all of which shall be considered part of the Agreement. The parties may execute this Agreement in writing, or by electronic signature, and any such electronic signature shall have the same legal effect as a handwritten signature for the purposes of validity, enforceability and admissibility. In addition, an electronic signature, a true and correct facsimile copy or computer image of this Agreement shall be treated as and shall have the same effect as an original signed copy of this document.

the city of RIDGELAND

police department

March 31, 2020

TO: **Mayor & Board of Aldermen**

FROM: **John R. Neal, Chief of Police**

SUBJECT: **Deputy Court Clerk Appointment**

Mississippi State Statute 21-23-11 requires that the appointment of Deputy Court Clerks of the Municipal Court be entered into the minutes of the Mayor and Board of Aldermen. Pursuant to the aforementioned statute, I am requesting that the minutes reflect that Officer Eric Peacock, Officer Victor Andrews, Administrative Assistant Brandette Phillips and Administrative Assistant Megan Spears have been appointed as Deputy Court Clerk.

Your consideration and approval of this request will be greatly appreciated.

CC: Michele Wallace, Court Clerk

Attachments (4)

115 west school street · ridgeland, ms 39157
ph: 601.856.2121 · www.ridgelandms.org

Gene F. McGee, cmo - mayor · John R. Neal - chief of police
board of aldermen: D.I. Smith, cmo - at-large · Ken Heard, cmo - ward 1 · Chuck Gautier, cmo - ward 2
Kevin Holder, cmo, mayor pro tempore - ward 3 · Brian P. Ramsey, cmo - ward 4 · Bill Lee - ward 5 · Wesley Hamlin, cmo - ward 6

OATH OF OFFICE

STATE OF MISSISSIPPI

COUNTY OF MADISON

I, Eric Pearcowl, do solemnly swear that I will faithfully support the Constitution of the United States and the Constitution of the State of Mississippi, and obey the laws thereof; that I am not disqualified from holding the office of Deputy Court Clerk, City of Ridgeland, Mississippi; that I will faithfully discharge the duties of the office upon which I am about to enter, so help me God.

Signature

Sworn and subscribed before me this the 3 day of March, 2020.

MUNICIPAL COURT JUDGE

Witness

OATH OF OFFICE

STATE OF MISSISSIPPI

COUNTY OF MADISON

I, Victor B. Andrews IV, do solemnly swear that I will faithfully support the Constitution of the United States and the Constitution of the State of Mississippi, and obey the laws thereof; that I am not disqualified from holding the office of Deputy Court Clerk, City of Ridgeland, Mississippi; that I will faithfully discharge the duties of the office upon which I am about to enter, so help me God.

Signature

Sworn and subscribed before me this the 25 day of Feb, 2020.

MUNICIPAL COURT JUDGE

Witness

OATH OF OFFICE

STATE OF MISSISSIPPI

COUNTY OF MADISON

I, Brandette Phillips, do solemnly swear that I will faithfully support the Constitution of the United States and the Constitution of the State of Mississippi, and obey the laws thereof; that I am not disqualified from holding the office of Deputy Court Clerk, City of Ridgeland, Mississippi; that I will faithfully discharge the duties of the office upon which I am about to enter, so help me God.

Signature

Sworn and subscribed before me this the 25 day of Feb, 2020.

MUNICIPAL COURT JUDGE

Witness

OATH OF OFFICE

STATE OF MISSISSIPPI

COUNTY OF MADISON

I, MEGAN SPEARS, do solemnly swear that I will faithfully support the Constitution of the United States and the Constitution of the State of Mississippi, and obey the laws thereof; that I am not disqualified from holding the office of Deputy Court Clerk, City of Ridgeland, Mississippi; that I will faithfully discharge the duties of the office upon which I am about to enter, so help me God.

Signature

Sworn and subscribed before me this the 20th day of March, 2020.

MUNICIPAL COURT JUDGE

Witness

the city of RIDGELAND

police department

March 31, 2020

TO: Mayor & Board of Aldermen

FROM: John R. Neal, Chief of Police

SUBJECT: Finger Print Processing Fee

It is requested to set administrative fees for the cost of processing finger prints to $20.00 for the first two cards and $5.00 for any additional cards thereafter. Surrounding agencies have been consulted and this will put us in line with the fees assessed by these agencies.

Your approval will be greatly appreciated.

115 west school street · ridgeland, ms 39157
ph: 601.856.2121 · www.ridgelandms.org

Gene F. McGee, cmo - mayor · John R. Neal - chief of police
board of aldermen: D.I. Smith, cmo - at-large · Ken Heard, cmo - ward 1 · Chuck Gautier, cmo - ward 2
Kevin Holder, cmo, mayor pro tempore - ward 3 · Brian P. Ramsey, cmo - ward 4 · Bill Lee - ward 5 · Wesley Hamlin, cmo - ward 6

the city of RIDGELAND

police department

March 31, 2020

TO: Mayor & Board of Aldermen

FROM: John R. Neal, Chief of Police

SUBJECT: FY20 HIDTA Sub Grantee Cooperative Agreement

Please review for approval the Memorandum of Agreement between the MS Bureau of Narcotics, MS Gulf Coast High Intensity Drug Trafficking Area (HIDTA) and the Ridgeland Police Department. This is a requirement of the FY20 HIDTA Grant which covers overtime and services reimbursement for Detective Hunter Bridges who will be assigned to MBN/HIDTA.

Your approval will be greatly appreciated.

Attachments (1)

115 west school street • ridgeland, ms 39157
ph: 601.856.2121 • www.ridgelandms.org

Gene F. McGee, cmo - mayor • John R. Neal - chief of police
board of aldermen: D.I. Smith, cmo - at-large • Ken Heard, cmo - ward 1 • Chuck Gautier, cmo, mayor pro tempore - ward 2
Kevin Holder, cmo - ward 3 • Brian P. Ramsey, cmo - ward 4 • Bill Lee - ward 5 • Wesley Hamlin, cmo - ward 6

STATE OF MISSISSIPPI

DEPARTMENT OF PUBLIC SAFETY
MISSISSIPPI BUREAU OF NARCOTICS

Tate Reeves
GOVERNOR

March 2, 2020

Chief John Neal
Ridgeland PD
911 Town Square
Ridgeland, MS 39157

Dear Sir:

Congratulations! Enclosed is your FY 2020 HIDTA Sub grantee Cooperative Agreement. Please have the appropriate Agency Official sign the agreement acceptance section and return a copy of the agreement to me. A copy of the award letter is also enclosed for your files with your approved budgets.

Please note changes under the 2020 grant awards that are covered in Appendix C which includes the Grant Conditions section that must be signed by your agency head and Certification Regarding Lobbying. Please fill out and sign all of these certifications and return with your MOA.

Also enclosed are blank copies of the Detailed Expenditure. In addition, enclosed is an Overtime Reimbursement Certification and Vehicle Reimbursement form (Appendix B) to be used when claiming overtime reimbursements.

If you have any questions, please call me at 601.371.3625. We look forward to working with you on this project.

Sincerely,

Shauna Powell

Shauna Powell
Mississippi Bureau of Narcotics

601.371.3625- Work
601.352.4729- Fax
spowell@mbn.ms.gov

Enclosures

FEDERAL GRANT NO. G20-GC0003A
MBN GRANT REPT. CT. NO. : _____
DUNS NO. : 603797481

MEMORANDUM OF AGREEMENT

BETWEEN THE

MISSISSIPPI BUREAU OF NARCOTICS

AND THE

MISSISSIPPI GULF COAST HIGH INTENSITY DRUG TRAFFICKING AREA

AND THE RIDGELAND POLICE DEPARTMENT

This Agreement between the Mississippi Bureau of Narcotics (MBN), Mississippi Gulf Coast High Intensity Drug Trafficking Area (HIDTA) and the **RIDGELAND POLICE DEPARTMENT** (LEO) shall begin on 01/01/2020 and shall not extend beyond 12/31/20 unless the period is extended by written modification to this Agreement.

WHEREAS, MBN has been designated as the fiscal agent for the State of Mississippi Gulf Coast High Intensity Drug Trafficking Area (HIDTA) program, all requests for payments and budget reprogramming shall pass through MBN.

NOW THEREFORE, MBN, HIDTA and LEO hereby agree to the disbursement of HIDTA funds in the amount of **$16,049.00** to the resource recipient, LEO, under the following terms and conditions:

1. LEO agrees to follow all applicable federal, state, and local guidelines regarding purchases and other expenditures under the HIDTA program, including but not limited to the following: OMB Circular 87, OMB Circular A-102, OMB Circular A-133, and 21 CFR Part 1403, and the Fair Labor Standards Act (FLSA).

2. LEO agrees to abide by and be bound by the attached approved budget (Appendix A) for purchases including future reprogramming requests as approved by MBN and Gulf Coast

HIDTA. All reprogramming requests shall be submitted via e-mail to the Mississippi Gulf Coast HIDTA State Director.

3. Requests for payment shall be submitted on a quarterly basis to the MBN financial office through the HIDTA State Director of Operations at the following address by the 10th of the following month:

Shauna Powell, Chief Financial Officer
Mississippi Bureau of Narcotics
P.O. Box 720519
Byram, Mississippi 39272-0519

All invoices submitted shall comply with the terms noted in Appendix A. The last invoice from the Resource Recipient (LEO) shall be received by the Mississippi Gulf Coast HIDTA State Director no later than the 15th day prior to the grant expiration date, unless the grant is extended.

All Reimbursement of Overtime Expenses shall be submitted using the appropriate form (Appendix B) which must contain the HIDTA Group Task Force Supervisor's signature, certifying the overtime was HIDTA related and with the HIDTA case number contained therein.

4. Resource Recipient (LEO) agrees to complete all applicable items in Appendix C and return to MBN along with the signed agreement.

5. The parties agree and understand that MBN is not responsible for any purchases or actions of LEO in violation of the grant agreement or budget.

6. MBN agrees to transfer funds to the resource recipient after funds have been electronically transmitted by Gulf Coast HIDTA and receipted into MBN special revenue funds.

7. LEO agrees to reimburse MBN for any purchase paid by MBN which is later disallowed after audit or financial review.

8. For any and all disputes arising under the terms of this Agreement, the parties hereto agree, in compliance with the recommendations of the Governor and Attorney General, when considering settlement of such disputes, to utilize appropriate forms of non-binding alternative

dispute resolution including, but not limited to, mediation by and through the Attorney General's Office or when appropriate, private mediators.

IN WITNESS WHEREOF, the parties acknowledge the Agreement as evidenced by their signatures below.

Steve Maxwell
Acting Director, Mississippi Bureau of Narcotics

MBN Legal Counsel, Anthony Schmidt
Reviewed as to legal form

Tony Sauro
State Director, Mississippi Gulf Coast HIDTA

Law Enforcement Agency Head

Appendix - A

Approved G20-GC0003A Budget

Your spending plan will be comprised of current and previous unused grants and reprograms

Budget Detail

2020 - Gulf Coast

Initiative - Metro Jackson Mobile Deployment Team **Investigation**

Award Recipient - Mississippi Bureau of Narcotics (G20GC0003A)

Resource Recipient - Ridgeland Police Department

Current Budget (net of reprogrammed funds) ***$16,049.00***

Overtime	Quantity	Amount	Comments
Investigative - Law Enforcement Officer	1	$18,649.00	1 TFO @ $18,649 (FT RPD TFO)
Overtime		($9,500.00)	
Total Overtime	**1**	**$9,149.00**	

Services	Quantity	Amount	Comments
Services		($1,500.00)	
Vehicle allowance	1	$8,400.00	1 @ $8,400/yr (1 TFO assigned)
Total Services	**1**	**$6,900.00**	
Total		**$16,049.00**	

DETAILED EXPENDITURE WORKSHEET

Award #: _____ Agency: _____

Peroid:

From: _____ Intitiative: _____

To: _____

Code	Description	Amount This Period
PERSONNEL	Regular salary, including vacation and holiday, paid to agency employees	_____
FRINGE	FICA, Retirement, Health, Life, Dental, Other Fringe Benefits paid in accordance with agency policies	_____
OVERTIME	Overtime paid to agency employees	_____
TRAVEL	Operational (Witness interview & Managerial meetings), Seminars, Conferences/Training/Local travel costs, including transportation, lodging, meals, and incidentals	_____
FACILITIES	.Lease of office space, warehouse, and other facilities .Facilities-related services, including Utilities (electricity, water, sewer, garbage), Janitorial & Alarm, and Improvements/Upgrades/Maintenance (e.g., repairs, fumigation)	_____
SERVICES	.All lease/rental of equipment [all phones (local/long distance charges), pagers, radios, copiers, vehicles, computers, data lines, audio/visual] .Contractual services [Workforce under contract for specific project, Consultants (computer, investigative, litigation), Photo processing] .Insurance (planes, vehicles, professional) .Repairs/Maintenance (all except facilities) - service agreements .Training/Tuition (fees, course-related books & supplies) .Training/Tuition (fees, course-related books & supplies)	_____
EQUIPMENT	Purchase of Equipment [Communications (audio, phones, pagers, radios); Office (furniture, computer work stations, computers & accessories, copiers, fax machines, & others); Surveillance (electronics, specialized audio/phone, equip., lens, scopes, night vision, pen register, automatic dialed number recorder); Photo (cameras, lenses, and related equipment); Transportation (vehicles, vans, planes, boats, motorcycles, accessories); Video (video & infrared/night vision cameras and lenses, microwave, monitor, VCR, transmitter, others)]	_____
SUPPLIES	Books, directories, subscription to journals, etc.; Computer software/ updates, and supplies (paper, toner, etc.); Vehicle fuel, lubricants, repair parts; Uniforms, safety glasses, riot equip.; Films, office and analytical supplies)	_____
OTHER COSTS	Purchase of Information/Evidence; Items not covered elsewhere	_____
		$ -

Appendix B

Appendix B

Gulf Coast

High Intensity Drug Trafficking Area

3838 North Causeway Boulevard · Suite 1900 · Metairie, Louisiana 70002 · Phone (571) 362-4851 · Fax (571) 362-4915

Request for Reimbursement of HIDTA Overtime Expenses

Agency
Address

HIDTA Initiative
Period From
To

Contact Person

Phone

	A	B	C	D	E
Employee Name	OT Hrs. this period	Is the officer eligible for agency overtime? Yes/No	Case Number or DHE Operation Number	OCDETF case? Yes/No	Current claim
TOTALS	0.00				$0.00

I certify to the best of my knowledge that the above is correct: all outlays were for the purposes set forth in the grant agreement or any other agreement; that they were made in accordance with the grant or other agreement conditions

Signature of Authorized Representative of Requesting Agency	Print name and Title:	Date
Signature of HIDTA Initiative Supervisor	Print name and Title:	Date

High Intensity Drug Trafficking Area

3838 North Causeway Suite 1900 - Metairie, Louisiana 70002 - Phone(504) 840-1400 - Fax (504) 840-1406

VEHICLE ALLOWANCE

AGENCY: _____

GC HIDTA INITIATIVE: _____

GRANT #: _____

MONTH/ YEAR: _____

DESCRIPTION OF VEHICLE DRIVEN BY FULL-TIME GC HIDTA AGENT(S) SEEKING ALLOWANCE:

	Make	Model	Year	VIN:	Beginning/ Ending/ Total driven/ driver's name
1.					0
2.					0
3.					0
4.					0
5.					0
6.					0
7.					0
8.					0
9.					0
10.					0

Names of full-time Agents Assined from your department during this reporting period.
(NOTE: List all sworn officers assigned full-time to all GCHIDTA Initiatives).

1. _____
2 _____
3 _____
4 _____ 9. _____ 14. _____
5 _____ 10. _____ 15. _____

Appendix B

AMOUNT CLAIMED: $2,100.00

_____
Name of Agency Certifying Official

_____
Signature of Employee

_____
Signature of Initiative Supervisor

_____
Signature of State Director

Appendix C

CERTIFICATION REGARDING LOBBYING

Each applicant shall file this certification and disclosures form if applicable, with each submission that initiates agency consideration of such applicant for an award of a LETS contract, grant or cooperative agreement of $100,000 or more.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal Agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any non-Federal funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall initial here _____ and complete and submit Standard Form # LLL, "Disclosure of Lobbying Activities", in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers and that all sub-recipients shall certify and disclose accordingly.

_____ _____

Signature of Authorized Official Date

_____

Title

VENDOR NUMBER	NAME	DOCKET NUMBER	COMMENT	INVOICE NUMBER	INVOICE DATE	INVOICE AMOUNT
01-03306	AMERICAN PAYROLL ASSOCIAT	160200	MEMBERSHIP	I 1077038	3/13/2020	258.00
			MEMBERSHIP	001-040-686	258.00	
01-00949	INTERNATIONAL CODE COUNCI	160201	TRAINING	I 100853811	3/13/2020	304.60
			TRAINING	001-180-681	304.60	
					TOTAL =	562.60

FUND TOTALS

FUND	NAME	TOTAL
001	GENERAL FUND	562.60
	TOTALS FOR ALL FUNDS =	562.60

VENDOR NUMBER	NAME	DOCKET NUMBER	COMMENT	INVOICE NUMBER	INVOICE DATE	INVOICE AMOUNT
01-61100	RIDGELAND TOURISM COMMISS	160202	TOURISM TAX	I 202003208654	3/16/2020	134,755.83
			TOURISM TAX	001-000-101	134,755.83	
				TOTAL =		134,755.83

VENDOR NUMBER	NAME	DOCKET NUMBER	COMMENT	INVOICE NUMBER	INVOICE DATE	INVOICE AMOUNT
01-03495	MISS DEPARTMENT OF REVENU	160203	FEBRUARY 2020 SALES TAX	I 202003208655	3/16/2020	4,647.51
			FEBRUARY 2020 SALES TAX	001-000-104	4.20	
			FEBRUARY 2020 SALES TAX	400-000-111	4,643.31	
					TOTAL =	4,647.51

FUND TOTALS

FUND	NAME	TOTAL
001	GENERAL FUND	134,760.03
400	PUBLIC UTILITIES FUND	4,643.31
	TOTALS FOR ALL FUNDS =	139,403.34

VENDOR NUMBER	NAME	DOCKET NUMBER	COMMENT	INVOICE NUMBER	DATE	AMOUNT
01-00550	A T & T	160204	60189817025490595:3-04 - 04-03	I 202004018659	3/04/2020	33.46
			60189817025490595:3-04 - 04-03	001-100-604	33.46	
01-02402	ACCESS CONTROL GROUP	160205	ANNUAL SERVICE SUPPORT	I 1635	3/02/2020	5,040.00
			ANNUAL SERVICE SUPPORT	001-020-635	72.09	
			ANNUAL SERVICE SUPPORT	001-042-635	264.33	
			ANNUAL SERVICE SUPPORT	001-080-635	24.04	
			ANNUAL SERVICE SUPPORT	001-100-635	2,189.07	
			ANNUAL SERVICE SUPPORT	001-160-635	1,673.28	
			ANNUAL SERVICE SUPPORT	001-180-635	312.39	
			ANNUAL SERVICE SUPPORT	001-201-635	96.12	
			ANNUAL SERVICE SUPPORT	001-340-635	264.44	
			ANNUAL SERVICE SUPPORT	400-650-635	144.24	
01-01350	ADCAMP INC	160206	PAVING RIDGELAND AVENUE	I 39388	3/13/2020	192,555.90
			SC-1A ASPHALT	001-201-603	183,555.90	
			MILLING LS	001-201-603	9,000.00	
01-01655	ADVANTAGE BUSINESS SYSTEM	160207	PRINTER FEES	I 178008	3/19/2020	84.60
			BLACK/WHITE	001-340-604	42.60	
			COLOR	001-340-604	42.00	
01-01685	AFFORDABLE TREE SERVICE	160208	TREE REMOVAL FRP	I 202003248656	3/19/2020	450.00
			TREE REMOVAL FRP	001-340-575	450.00	
01-03952	AIRGAS USA LLC	160209	ARGON BOTTLE RENTAL	I 9968926286	2/29/2020	25.29
			ARGON BOTTLE RENTAL	400-650-540	11.89	
			HAZMAT	400-650-540	13.40	
01-04417	ALLEN ENGINEERING AND SCI	160210	01-27-20 - 02-23-20 STORMWATER	I 00200089	2/23/2020	1,583.34
			01-27-20 - 02-23-20 STORMWATER	001-201-600	1,583.34	
01-03780	AMERICAN MUNICIPAL SERVIC	160211	FEBRUARY 2020: COURT SERVICES	I 45678	2/29/2020	416.40
			FEBRUARY 2020: COURT SERVICES	001-000-115	416.40	
01-01944	ATMOS ENERGY	160212	3013046088:02-21-20 - 03-20-20	I 202004018660	3/20/2020	323.12
			3013046088:02-21-20 - 03-20-20	001-160-630	323.12	
01-01944	ATMOS ENERGY	160213	3015422613:02-26-20 - 03-25-20	I 202004018661	3/25/2020	103.46
			3015422613:02-26-20 - 03-25-20	001-160-630	103.46	
01-01944	ATMOS ENERGY	160214	3013187195:02-28-20 - 03-25-20	I 202004028741	3/27/2020	51.10
			3013187195:02-28-20 - 03-25-20	001-340-630	51.10	
01-05219	BAILEY, TRACY	160215	MARCH 12, 2020 MEETING	I 031220	3/12/2020	50.00
			MARCH 12, 2020 MEETING	001-180-611	50.00	
01-05598	BENCHMARK CONSTRUCTION CO	160216	CONSTRUCTION SERVICES	I 9	4/01/2020	27,287.76
			CONSTRUCTION SERVICES	390-601-600	27,287.76	
01-00717	BEST BUY BUSINESS ADVANTA	160217	FD-INSPECTIONS	I 4432564	3/11/2020	95.98

VENDOR NUMBER	NAME	DOCKET NUMBER	COMMENT	INVOICE NUMBER	DATE	AMOUNT	
01-00717	BEST BUY BUSINESS ADVANTA	160217	FD-INSPECTIONS	I 4432564	3/11/2020	95.98	CONT
			SCREEN PROTECTOR	001-160-501	95.98		
01-07400	BLURTON, BANKS & ASSOCIAT	160218	REPLACE DRIVEWAY	I 054-788	3/23/2020	1,950.00	
			REPLACE DRIVEWAY	001-201-604	1,950.00		
01-07400	BLURTON, BANKS & ASSOCIAT	160219	ARLINGTON CIRCLE	I 054-789	3/23/2020	4,565.00	
			ARLINGTON CIRCLE	001-201-691	4,565.00		
01-07400	BLURTON, BANKS & ASSOCIAT	160220	CN BOX CULVERT ABANDON	I 054-790	3/26/2020	115,489.00	
			CN BOX CULVERT ABANDON	378-601-750	115,489.00		
01-01767	BRENNTAG MID SOUTH	160221	SODIUM FLORIDE	I BMS536834	3/18/2020	1,960.00	
			SODIUM FLORIDE	400-650-575	1,960.00		
01-08860	BULLDOG CONSTRUCTION CO I	160222	STEED RD ADD'TL REPAIRS	I 5163	3/12/2020	4,104.00	
			POLYURETHANE	001-201-603	4,104.00		
01-08860	BULLDOG CONSTRUCTION CO I	160223	RIDGELAND AVENUE	I 5164	3/12/2020	11,727.00	
			FOAM LEVELING	001-201-603	6,897.00		
			R&R CURB AND GUTTER	001-201-603	4,830.00		
01-08860	BULLDOG CONSTRUCTION CO I	160224	306 TIMBER RIDGE DR	I 5166	3/12/2020	3,971.00	
			FOAM SEAL	001-201-603	3,971.00		
01-08860	BULLDOG CONSTRUCTION CO I	160225	209 & 211 SCHOOL STREET	I 5174	3/20/2020	15,432.00	
			R&R CURB &GUTTER	001-201-603	9,072.00		
			R&R MISC CONCRETE	001-201-603	6,300.00		
			SAWCUTTING	001-201-603	60.00		
01-01096	BUSINESS COMMUNICATIONS I	160226	DELL EMC SAN REPLACEMENT	I 119099	3/25/2020	47,478.22	
			DELL EMC SAN	001-042-730	47,478.22		
01-01096	BUSINESS COMMUNICATIONS I	160227	DELL EMC SAN REPLACEMENT	I 119100	3/25/2020	3,170.00	
			DELL EMC SAN	001-042-730	3,170.00		
01-05389	BXS INSURANCE	160228	EDORSEMENT FOR AUTO POLICY	C 329305	3/26/2020	969.00CR	
			EDORSEMENT FOR AUTO POLICY	001-092-625	969.00CR		
01-05389	BXS INSURANCE	160229	ENDORSEMENT OF EQUIPMENT CHANG	I 329303	3/26/2020	1,719.00	
			ENDORSEMENT OF EQUIPMENT CHANG	001-092-625	1,719.00		
01-03826	C SPIRE WIRELESS	160230	0002596490:02-08-20 - 03-07-20	I 202004018669	3/07/2020	803.06	
			0002596490:02-08-20 - 03-07-20	001-340-605	803.06		
01-03826	C SPIRE WIRELESS	160231	0031603285:02-23-20 - 03-22-20	I 202004018670	3/22/2020	2,560.17	
			0031603285:02-23-20 - 03-22-20	001-100-605	2,560.17		
01-03826	C SPIRE WIRELESS	160232	0031656019:02-23-20 - 03-22-20	I 202004018671	3/22/2020	51.38	
			0031656019:02-23-20 - 03-22-20	001-020-605	51.38		
01-03826	C SPIRE WIRELESS	160233	0031656041:02-23-20 - 03-22-20	I 202004018672	3/22/2020	619.75	

VENDOR NUMBER	NAME	DOCKET NUMBER	COMMENT	INVOICE NUMBER	DATE	AMOUNT	
01-03826	C SPIRE WIRELESS	160233	0031656041:02-23-20 - 03-22-20	I 202004018672	3/22/2020	619.75	CONT
			0031656041:02-23-20 - 03-22-20	001-020-605	324.90		
			0031656041:02-23-20 - 03-22-20	001-042-605	171.14		
			0031656041:02-23-20 - 03-22-20	001-080-605	51.38		
			0031656041:02-23-20 - 03-22-20	001-092-605	20.95		
			0031656041:02-23-20 - 03-22-20	001-093-605	51.38		
01-03826	C SPIRE WIRELESS	160234	0031656124:02-23-20 - 03-22-20	I 202004018673	3/22/2020	420.04	
			0031656124:02-23-20 - 03-22-20	001-180-605	420.04		
01-03826	C SPIRE WIRELESS	160235	0031656148:02-23-20 - 03-22-20	I 202004018674	3/22/2020	1,040.87	
			0031656148:02-23-20 - 03-22-20	001-201-605	443.46		
			0031656148:02-23-20 - 03-22-20	400-650-605	511.84		
			0031656148:02-23-20 - 03-22-20	404-650-605	85.57		
01-03826	C SPIRE WIRELESS	160236	0031656076:02-23-20 - 03-22-20	I 202004028743	3/22/2020	305.71	
			0031656076:02-23-20 - 03-22-20	001-160-605	305.71		
01-03297	C.C. LYNCH & ASSOCIATES,	160237	QUARTERLY SERVICE	I 200622	3/03/2020	7,900.00	
			QUARTERLY SERVICE	404-650-603	3,500.00		
			CONFINED SPACE	404-650-603	4,400.00		
01-03297	C.C. LYNCH & ASSOCIATES,	160238	ANNUAL DATA PLAN	I 200765	3/25/2020	12,000.00	
			ANNUAL DATA PLAN	404-650-605	12,000.00		
01-01999	CABALLERO, MICHELLE	160239	MARCH 12, 2020 MEETING	I 031220	3/12/2020	50.00	
			MARCH 12, 2020 MEETING	001-180-611	50.00		
01-05777	CANTON SANITARY LANDFILL	160240	ACCT 120: FEB 2020 SERVICES	I 202004018665	2/28/2020	1,170.69	
			ACCT 120: FEB 2020 SERVICES	400-650-604	1,170.69		
01-01441	CAPITOL TOWING INC	160241	CID CASE2010003488	I 96515	3/17/2020	75.00	
			CID CASE2010003488	001-100-632	75.00		
01-05287	CARDIO PARTNERS INC	160242	FD - PM	I 670172	3/19/2020	2,598.00	
			PM LIFEPAK 12	001-160-635	1,800.00		
			AED	001-160-635	198.00		
			TRIP CHARGE	001-160-635	250.00		
			12 LEAD CABLE	001-160-635	350.00		
01-05580	CARDMEMBER SERVICE	160243	02-19-20 - 03-17-20 SERVICES	I 202004018663	3/17/2020	6,967.60	
			02-19-20 - 03-17-20 SERVICES	001-020-610	6,607.21		
			02-19-20 - 03-17-20 SERVICES	001-100-610	8.04CR		
			02-19-20 - 03-17-20 SERVICES	400-650-610	368.43		
01-12050	CENTRAL PIPE SUPPLY INC	160244	3/4 METER INDEXES	I S100209869.001	3/03/2020	4,894.08	
			3/4 METER INDEXES	400-650-575	4,260.00		
			6" REPAIR CLAMP THIC	400-650-575	140.70		
			6" HYMAX COUPLING	400-650-575	493.38		
01-12050	CENTRAL PIPE SUPPLY INC	160245	INEDEXES & METER BOX TOP	I S100210299.001	3/05/2020	4,821.75	
			3/4" INDEX	400-650-540	4,260.00		

VENDOR NUMBER	NAME	DOCKET NUMBER	COMMENT	INVOICE NUMBER	DATE	AMOUNT	
01-12050	CENTRAL PIPE SUPPLY INC	160245	INEDEXES & METER BOX TOP	I S100210299.001	3/05/2020	4,821.75	CONT
			METER BOX TOPS W/HOL	400-650-540	561.75		
01-12050	CENTRAL PIPE SUPPLY INC	160246	VALVE BOX RISER	I S100210552.001	3/09/2020	172.50	
			VAL BOX RISER 1 1/2	001-201-575	112.50		
			VALVE BOX RISER 2"	001-201-575	60.00		
01-12050	CENTRAL PIPE SUPPLY INC	160247	VALVE BOX RISER	I S100210884.001	3/11/2020	711.34	
			6"X20" REPAIR CLAMP	400-650-575	533.54		
			HAND PUMP	400-650-575	177.80		
01-13025	CINTAS CORPORATION LOC #2	160248	04450	I 01063669	1/27/2020	339.85	
			04450	400-650-535	339.85		
01-13025	CINTAS CORPORATION LOC #2	160249	04450	I 45001091	3/11/2020	151.60	
			04450	400-650-535	130.99		
			04450	404-650-535	20.61		
01-13025	CINTAS CORPORATION LOC #2	160250	04448	I 45001197	3/11/2020	251.58	
			04448	001-201-535	251.58		
01-13025	CINTAS CORPORATION LOC #2	160251	04052	I 45248359	3/13/2020	89.71	
			04052	001-340-540	89.71		
01-13025	CINTAS CORPORATION LOC #2	160252	02148	I 45248401	3/13/2020	49.89	
			02148	001-180-540	32.52		
			02148	400-650-540	17.37		
01-13025	CINTAS CORPORATION LOC #2	160253	08828	I 45248426	3/13/2020	30.00	
			08828	001-340-540	30.00		
01-13025	CINTAS CORPORATION LOC #2	160254	02147	I 45248445	3/13/2020	99.50	
			02147	001-340-540	99.50		
01-13025	CINTAS CORPORATION LOC #2	160255	04448	I 45660206	3/18/2020	280.15	
			04448	001-201-535	280.15		
			04448	001-201-535	0.00		
01-13025	CINTAS CORPORATION LOC #2	160256	04450	I 45660242	3/18/2020	199.09	
			04450	400-650-535	184.14		
			04450	404-650-535	14.95		
01-13025	CINTAS CORPORATION LOC #2	160257	04479	I 45666028	3/18/2020	2.64	
			04479	001-201-540	2.64		
01-13025	CINTAS CORPORATION LOC #2	160258	04481	I 45666053	3/18/2020	48.19	
			04481	400-650-540	48.19		
01-13025	CINTAS CORPORATION LOC #2	160259	02148	I 45904724	3/20/2020	49.89	
			02148	001-180-540	32.52		
			02148	400-650-540	17.37		

VENDOR NUMBER	NAME	DOCKET NUMBER	COMMENT	INVOICE NUMBER	DATE	AMOUNT
01-13025	CINTAS CORPORATION LOC #2	160260	00244	I 46165343	3/24/2020	22.39
			00244	001-160-540	22.39	
01-13025	CINTAS CORPORATION LOC #2	160261	04450	I 46279359	3/25/2020	153.68
			04450	400-650-535	133.07	
			04450	404-650-535	20.61	
01-13025	CINTAS CORPORATION LOC #2	160262	04448	I 46279436	3/25/2020	279.16
			04448	001-201-535	279.16	
01-13025	CINTAS CORPORATION LOC #2	160263	04481	I 46285943	3/25/2020	48.19
			04481	400-650-540	48.19	
01-13025	CINTAS CORPORATION LOC #2	160264	04450	I 46920593	4/01/2020	148.02
			04450	400-650-535	133.07	
			04450	404-650-535	14.95	
01-13025	CINTAS CORPORATION LOC #2	160265	04448	I 46920603	4/01/2020	251.80
			04448	001-201-535	251.80	
01-13025	CINTAS CORPORATION LOC #2	160266	04479	I 46925691	4/01/2020	2.64
			04479	001-201-540	2.64	
01-13025	CINTAS CORPORATION LOC #2	160267	04481	I 46925807	4/01/2020	48.19
			04481	400-650-540	48.19	
01-05517	CITY OF JACKSON	160268	030-5373: APRIL 2020 RIDGELAND	I 202004018667	4/01/2020	15,247.49
			030-5373: APRIL 2020 RIDGELAND	400-650-691	15,247.49	
01-13200	CITY OF JACKSON	160269	030-5380: APRIL 2020 EAST	I 202004018668	4/01/2020	133,670.31
			030-5380: APRIL 2020 EAST	404-650-688	133,670.31	
01-05220	COLLETTE JR, JAMES	160270	MARCH 12, 2020 MEETING	I 031220	3/12/2020	50.00
			MARCH 12, 2020 MEETING	001-180-611	50.00	
01-02440	COMCAST CABLE	160271	8396410530286232:03-19 - 04-18	I 202004018675	3/15/2020	108.35
			8396410530286232:03-19 - 04-18	001-201-604	108.35	
01-14825	COMMUNITY COFFEE COMPANY,	160272	COFFEE	I 12246008495	3/24/2020	138.00
			COFFEE	001-340-540	138.00	
01-18050	DELL MARKETING L.P.	160273	LATITUDE 2 IN 1	I 10380266666	3/13/2020	961.82
			LATITUDE 2 IN 1	001-093-540	900.00	
			BACKPACK	001-093-540	42.05	
			MOUSE	001-093-540	19.77	
01-03638	DELTA DENTAL INSURANCE CO	160274	25-1536700000: APRIL 2020	I BE003854521	4/01/2020	12,108.14
			25-1536700000: APRIL 2020	001-010-480	243.12	
			25-1536700000: APRIL 2020	001-020-480	273.51	
			25-1536700000: APRIL 2020	001-040-480	243.12	
			25-1536700000: APRIL 2020	001-040-480	30.39	

VENDOR NUMBER	NAME	DOCKET NUMBER	COMMENT	INVOICE NUMBER	DATE	AMOUNT	
01-03638	DELTA DENTAL INSURANCE CO	160274	25-1536700000: APRIL 2020	I BE003854521	4/01/2020	12,108.14	CONT
			25-1536700000: APRIL 2020	001-092-480	30.39		
			25-1536700000: APRIL 2020	001-100-480	2,491.98		
			25-1536700000: APRIL 2020	001-160-480	1,853.79		
			25-1536700000: APRIL 2020	001-160-480	163.44CR		
			25-1536700000: APRIL 2020	001-180-480	334.29		
			25-1536700000: APRIL 2020	001-201-480	1,002.87		
			25-1536700000: APRIL 2020	001-201-480	30.39		
			25-1536700000: APRIL 2020	001-340-480	395.07		
			25-1536700000: APRIL 2020	001-340-480	112.11		
			25-1536700000: APRIL 2020	005-101-480	60.78		
			25-1536700000: APRIL 2020	400-650-480	607.80		
			25-1536700000: APRIL 2020	404-650-480	60.78		
			25-1536700000: APRIL 2020	001-000-170	3,986.08		
			25-1536700000: APRIL 2020	005-000-170	0.00		
			25-1536700000: APRIL 2020	400-000-170	442.94		
			25-1536700000: APRIL 2020	404-000-170	72.17		
01-18620	DICKERSON & BOWEN INC	160275	TONS OF ASPHALT	I 76821	2/29/2020	2,984.49	
			TONS OF ASPHALT 50.8	001-201-575	2,984.49		
01-18620	DICKERSON & BOWEN INC	160276	TONS OF ASPHALT	I 76907	3/17/2020	2,941.03	
			TONS OF ASPHALT	001-201-575	2,941.03		
01-18620	DICKERSON & BOWEN INC	160277	TONS OF ASPHALT	I 76953	3/24/2020	1,187.92	
			TONS OF ASPHALT22.22	001-201-575	1,187.92		
01-04298	ELKINS WHOLESALE INC	160278	PAPER TOWELS FOR CARS	I 411224	3/20/2020	56.64	
			PAPER TOWELS FOR CARS	001-100-540	56.64		
01-03711	EMERGENCY EQUIPMENT PROFE	160279	FD - E2	I 449549	3/10/2020	730.80	
			LABOR	001-160-632	690.00		
			PARTS	001-160-632	25.80		
			SHOP SUPPLIES	001-160-632	15.00		
01-21300	EMPIRE TRUCK SALES LLC	160280	63009 FUEL FILTER	I CE001803877	3/17/2020	83.92	
			63009 FUEL FILTER	001-201-632	83.92		
01-21506	ENTERGY	160281	68325224: 01-30-20 - 02-29-20	I 202004018678	3/09/2020	7.55	
			68325224: 01-30-20 - 02-29-20	001-201-684	7.55		
01-21506	ENTERGY	160282	19579978: 02-04-20 - 03-06-20	I 202004018679	3/10/2020	7.55	
			19579978: 02-04-20 - 03-06-20	001-340-630	7.55		
01-21506	ENTERGY	160283	77233922: 02-05-20 - 03-07-20	I 202004018680	3/10/2020	7.78	
			77233922: 02-05-20 - 03-07-20	001-201-630	7.78		
01-21506	ENTERGY	160284	95283941: 02-04-20 - 03-06-20	I 202004018681	3/10/2020	79.37	
			95283941: 02-04-20 - 03-06-20	001-201-684	79.37		
01-21506	ENTERGY	160285	97880801: 02-03-20 - 03-05-20	I 202004018682	3/10/2020	63.34	
			97880801: 02-03-20 - 03-05-20	001-201-684	63.34		

VENDOR NUMBER	NAME	DOCKET NUMBER	COMMENT	INVOICE NUMBER	INVOICE DATE	AMOUNT
01-21506	ENTERGY	160286	111753950: 02-06-20 - 03-06-20 I	202004018683	3/11/2020	278.39
			111753950: 02-06-20 - 03-06-20	001-201-684	278.39	
01-21506	ENTERGY	160287	112618988: 02-06-20 - 03-09-20 I	202004018684	3/11/2020	75.37
			112618988: 02-06-20 - 03-09-20	001-201-684	75.37	
01-21506	ENTERGY	160288	100962737: 02-25-20 - 03-26-20 I	202004018685	3/30/2020	9.08
			100962737: 02-25-20 - 03-26-20	400-650-630	9.08	
01-21506	ENTERGY	160289	164979585: 02-25-20 - 03-26-20 I	202004018686	3/30/2020	9.32
			164979585: 02-25-20 - 03-26-20	001-160-630	9.32	
01-21506	ENTERGY	160290	100962703: 02-26-20 - 03-27-20 I	202004018687	3/31/2020	9.08
			100962703: 02-26-20 - 03-27-20	400-650-630	9.08	
01-21506	ENTERGY	160291	119515120: 02-25-20 - 03-25-20 I	202004018688	3/31/2020	47.20
			119515120: 02-25-20 - 03-25-20	001-340-630	47.20	
01-21506	ENTERGY	160292	148884364: 02-25-20 - 03-25-20 I	202004018689	3/31/2020	1,247.33
			148884364: 02-25-20 - 03-25-20	001-201-684	1,247.33	
01-21506	ENTERGY	160293	154178826: 02-26-20 - 03-27-20 I	202004018690	3/31/2020	65.47
			154178826: 02-26-20 - 03-27-20	001-201-684	65.47	
01-21506	ENTERGY	160294	75485649: 02-25-20 - 03-25-20 I	202004018691	3/31/2020	11.31
			75485649: 02-25-20 - 03-25-20	001-201-684	11.31	
01-21506	ENTERGY	160295	100962695: 03-01-20 - 03-31-20 I	202004018692	4/01/2020	8.74
			100962695: 03-01-20 - 03-31-20	400-650-630	8.74	
01-21506	ENTERGY	160296	101379923: 03-02-20 - 03-30-20 I	202004018693	4/01/2020	27.02
			101379923: 03-02-20 - 03-30-20	001-201-684	27.02	
01-21506	ENTERGY	160297	105612568: 02-24-20 - 03-26-20 I	202004018694	4/01/2020	227.73
			105612568: 02-24-20 - 03-26-20	001-201-684	227.73	
01-21506	ENTERGY	160298	105612600: 02-24-20 - 03-26-20 I	202004018695	4/01/2020	309.36
			105612600: 02-24-20 - 03-26-20	001-201-684	309.36	
01-21506	ENTERGY	160299	114576762: 02-28-20 - 03-31-20 I	202004018696	4/01/2020	53.91
			114576762: 02-28-20 - 03-31-20	001-201-684	53.91	
01-21506	ENTERGY	160300	123466740: 02-24-20 - 03-27-20 I	202004018697	4/01/2020	97.19
			123466740: 02-24-20 - 03-27-20	001-201-684	97.19	
01-21506	ENTERGY	160301	123466989: 02-24-20 - 03-27-20 I	202004018698	4/01/2020	26.91
			123466989: 02-24-20 - 03-27-20	001-201-684	26.91	
01-21506	ENTERGY	160302	123468100: 02-25-20 - 03-25-20 I	202004018699	4/01/2020	21.48
			123468100: 02-25-20 - 03-25-20	001-201-684	21.48	

VENDOR NUMBER	NAME	DOCKET NUMBER	COMMENT	INVOICE NUMBER	INVOICE DATE	INVOICE AMOUNT
01-21506	ENTERGY	160303	123468233: 03-02-20 - 03-30-20 I	202004018700	4/01/2020	20.41
			123468233: 03-02-20 - 03-30-20	001-201-684	20.41	
01-21506	ENTERGY	160304	123468522: 02-26-20 - 03-30-20 I	202004018701	4/01/2020	21.13
			123468522: 02-26-20 - 03-30-20	001-201-684	21.13	
01-21506	ENTERGY	160305	123469033: 02-24-20 - 03-27-20 I	202004018702	4/01/2020	27.37
			123469033: 02-24-20 - 03-27-20	001-201-684	27.37	
01-21506	ENTERGY	160306	125164566: 02-25-20 - 03-29-20 I	202004018703	4/01/2020	98.73
			125164566: 02-25-20 - 03-29-20	001-201-684	98.73	
01-21506	ENTERGY	160307	125336933: 02-25-20 - 03-29-20 I	202004018704	4/01/2020	38.22
			125336933: 02-25-20 - 03-29-20	001-201-684	38.22	
01-21506	ENTERGY	160308	125345488: 02-29-20 - 03-25-20 I	202004018705	4/01/2020	44.35
			125345488: 02-29-20 - 03-25-20	001-201-684	44.35	
01-21506	ENTERGY	160309	125345504: 02-25-20 - 03-29-20 I	202004018706	4/01/2020	35.26
			125345504: 02-25-20 - 03-29-20	001-201-684	35.26	
01-21506	ENTERGY	160310	148884430: 02-24-20 - 03-27-20 I	202004018707	4/01/2020	1,194.72
			148884430: 02-24-20 - 03-27-20	001-201-684	1,194.72	
01-21506	ENTERGY	160311	15484330: 02-28-20 - 03-31-20 I	202004018708	4/01/2020	4,586.67
			15484330: 02-28-20 - 03-31-20	001-100-630	4,586.67	
01-21506	ENTERGY	160312	17002775: 02-29-20 - 03-31-20 I	202004018709	4/01/2020	24.67
			17002775: 02-29-20 - 03-31-20	400-650-630	24.67	
01-21506	ENTERGY	160313	17717240: 02-28-20 - 03-31-20 I	202004018710	4/01/2020	309.90
			17717240: 02-28-20 - 03-31-20	001-201-630	309.90	
01-21506	ENTERGY	160314	17853490: 02-28-20 - 03-31-20 I	202004018711	4/01/2020	1,413.53
			17853490: 02-28-20 - 03-31-20	001-340-630	1,413.53	
01-21506	ENTERGY	160315	44930162: 02-24-20 - 03-27-20 I	202004018712	4/01/2020	23.61
			44930162: 02-24-20 - 03-27-20	001-201-684	23.61	
01-21506	ENTERGY	160316	47143144: 03-03-20 - 03-31-20 I	202004018713	4/01/2020	34.31
			47143144: 03-03-20 - 03-31-20	400-650-630	34.31	
01-21506	ENTERGY	160317	47143193: 03-03-20 - 03-31-20 I	202004018714	4/01/2020	25.38
			47143193: 03-03-20 - 03-31-20	400-650-630	25.38	
01-21506	ENTERGY	160318	51277291: 02-22-20 - 03-26-20 I	202004018715	4/01/2020	694.48
			51277291: 02-22-20 - 03-26-20	001-160-630	694.48	
01-21506	ENTERGY	160319	64589617: 02-28-20 - 03-31-20 I	202004018716	4/01/2020	12.75
			64589617: 02-28-20 - 03-31-20	001-340-630	12.75	

VENDOR NUMBER	NAME	DOCKET NUMBER	COMMENT	INVOICE NUMBER	DATE	AMOUNT
01-21506	ENTERGY	160320	64589682: 02-28-20 - 03-31-20	I 202004018717	4/01/2020	7.55
			64589682: 02-28-20 - 03-31-20	001-340-630	7.55	
01-21506	ENTERGY	160321	67890079: 02-25-20 - 03-29-20	I 202004018718	4/01/2020	35.97
			67890079: 02-25-20 - 03-29-20	001-201-684	35.97	
01-21506	ENTERGY	160322	69877777: 02-28-20 - 03-31-20	I 202004018719	4/01/2020	7.55
			69877777: 02-28-20 - 03-31-20	001-340-630	7.55	
01-21506	ENTERGY	160323	69877793: 02-28-20 - 03-31-20	I 202004018720	4/01/2020	8.15
			69877793: 02-28-20 - 03-31-20	001-340-630	8.15	
01-21506	ENTERGY	160324	69877819: 02-28-20 - 03-31-20	I 202004018721	4/01/2020	7.55
			69877819: 02-28-20 - 03-31-20	001-340-630	7.55	
01-21506	ENTERGY	160325	74592593: 02-21-20 - 03-25-20	I 202004018722	4/01/2020	119.04
			74592593: 02-21-20 - 03-25-20	001-201-630	119.04	
01-21506	ENTERGY	160326	74592635: 02-21-20 - 03-25-20	I 202004018723	4/01/2020	126.41
			74592635: 02-21-20 - 03-25-20	400-650-630	126.41	
01-21506	ENTERGY	160327	78293693: 02-29-20 - 03-25-20	I 202004018724	4/01/2020	28.89
			78293693: 02-29-20 - 03-25-20	001-201-684	28.89	
01-21506	ENTERGY	160328	82141797: 02-24-20 - 03-27-20	I 202004018725	4/01/2020	86.23
			82141797: 02-24-20 - 03-27-20	001-201-684	86.23	
01-21506	ENTERGY	160329	86018090: 02-27-20 - 03-31-20	I 202004018726	4/01/2020	3,470.69
			86018090: 02-27-20 - 03-31-20	400-650-630	3,470.69	
01-21506	ENTERGY	160330	86654423: 02-28-20 - 03-31-20	I 202004018727	4/01/2020	132.56
			86654423: 02-28-20 - 03-31-20	400-650-630	132.56	
01-02179	EUTAW CONSTRUCTION COMPAN	160331	LAKE HARBOUR DRIVE PROJECT	I 10A	3/11/2020	407,530.44
			LAKE HARBOUR DRIVE PROJECT	378-601-750	407,530.44	
01-22500	FEDERAL EXPRESS	160332	1393-1125-6	I 6-961-70554	3/19/2020	68.09
			1393-1125-6	001-100-540	68.09	
01-23250	FISHER FIRE EXTINGUISHER	160333	FD - EXTINGUISHERS	I 73609	3/16/2020	343.50
			FIRE EXTINGUISHER	491-650-730	195.00	
			EXTINGUISHER	491-650-730	148.50	
01-23490	FOLIAGE DESIGN SYSTEMS	160334	PLANT MAINT. 4/2020	I 949832	4/01/2020	167.50
			PLANT MAINT. 4/2020	001-100-604	167.50	
01-23750	FORESTRY SUPPLIERS INC	160335	WADERS,BOOTS,SPRAYER	I 666457-00	3/11/2020	1,052.45
			13384 SPRAYER	001-201-540	100.50	
			33651 GATORADE	001-201-540	464.25	
			39517 STAKES	001-201-540	56.00	
			33521 GREEN FLAG	400-650-540	79.50	

VENDOR NUMBER	NAME	DOCKET NUMBER	COMMENT	INVOICE NUMBER	DATE	AMOUNT	
01-23750	FORESTRY SUPPLIERS INC	160335	WADERS,BOOTS,SPRAYER	I 666457-00	3/11/2020	1,052.45	CONT
			33522 BLUE FLAG	400-650-540	79.50		
			93382 RUBBER BOOT 8	400-650-540	85.50		
			93387 RUBBER BOOT 13	400-650-540	85.50		
			95187 WADER 13	400-650-540	41.75		
			93748 WADER 12	400-650-540	59.95		
01-23750	FORESTRY SUPPLIERS INC	160336	WADERS,BOOTS,SPRAYER	I 667535-00	3/12/2020	174.45	
			31137 5-GAL. COOLER	400-650-540	132.75		
			31173 SPIGOT	400-650-540	41.70		
01-23750	FORESTRY SUPPLIERS INC	160337	FD - FOAM	I 669570-00	3/18/2020	1,654.44	
			FOAM	491-650-730	1,539.50		
			SHIPPING	491-650-730	114.94		
01-05776	FOWLER CONSTRUCTION & EXC	160338	WOLCOTT PARK PARKING LOT	I 2	3/19/2020	76,065.32	
			WOLCOTT PARK PARKING LOT	382-601-750	76,065.32		
01-24500	FUELMAN OF MS-#127779	160339	127779; 03-16-20 - 03-22-20	I NP57929490	3/23/2020	22.38	
			127779; 03-16-20 - 03-22-20	001-092-525	22.38		
01-01867	FUELMAN OF MS-#127780	160340	127780; 03-09-20 - 03-15-20	I NP57906588	3/16/2020	1,306.99	
			127780; 03-09-20 - 03-15-20	001-201-525	764.98		
			127780; 03-09-20 - 03-15-20	400-650-525	465.06		
			127780; 03-09-20 - 03-15-20	404-650-525	76.95		
01-01867	FUELMAN OF MS-#127780	160341	127780; 03-16-20 - 03-22-20	I NP57929491	3/23/2020	661.99	
			127780; 03-16-20 - 03-22-20	001-201-525	282.87		
			127780; 03-16-20 - 03-22-20	400-650-525	362.82		
			127780; 03-16-20 - 03-22-20	404-650-525	16.30		
01-01867	FUELMAN OF MS-#127780	160342	127780; 03-23-20 - 03-29-20	I NP57956466	3/30/2020	589.34	
			127780; 03-23-20 - 03-29-20	001-201-525	412.99		
			127780; 03-23-20 - 03-29-20	400-650-525	145.36		
			127780; 03-23-20 - 03-29-20	404-650-525	30.99		
01-01868	FUELMAN OF MS-#127781	160343	127781; 03-09-20 - 03-15-20	I NP57906589	3/16/2020	291.31	
			127781; 03-09-20 - 03-15-20	001-160-525	291.31		
01-01868	FUELMAN OF MS-#127781	160344	127781; 03-16-20 - 03-22-20	I NP57929492	3/23/2020	218.93	
			127781; 03-16-20 - 03-22-20	001-160-525	218.93		
01-01868	FUELMAN OF MS-#127781	160345	127781: 03-23-20 - 03-29-20	I NP57956467	3/30/2020	154.52	
			127781: 03-23-20 - 03-29-20	001-160-525	154.52		
01-01869	FUELMAN OF MS-#127782	160346	127782; 03-09-20 - 03-15-20	I NP57906590	3/16/2020	76.95	
			127782; 03-09-20 - 03-15-20	001-180-525	76.95		
01-01869	FUELMAN OF MS-#127782	160347	127782; 03-16-20 - 03-22-20	I NP57929493	3/23/2020	52.32	
			127782; 03-16-20 - 03-22-20	001-180-525	52.32		
01-01869	FUELMAN OF MS-#127782	160348	127782; 03-23-20 - 03-29-20	I NP57956468	3/30/2020	27.85	

VENDOR NUMBER	NAME	DOCKET NUMBER	COMMENT	INVOICE NUMBER	DATE	AMOUNT	
01-01869	FUELMAN OF MS-#127782	160348	127782; 03-23-20 - 03-29-20	I NP57956468	3/30/2020	27.85	CONT
			127782; 03-23-20 - 03-29-20	001-180-525	27.85		
01-01870	FUELMAN OF MS-#127783	160349	127783; 03-09-20 - 03-15-20	I NP57906591	3/16/2020	1,889.40	
			127783; 03-09-20 - 03-15-20	001-100-525	1,889.40		
01-01870	FUELMAN OF MS-#127783	160350	127783; 03-16-20 - 03-22-20	I NP57929494	3/23/2020	1,532.73	
			127783; 03-16-20 - 03-22-20	001-100-525	1,532.73		
01-01870	FUELMAN OF MS-#127783	160351	127783; 03-23-20 - 03-29-20	I NP57956469	3/30/2020	1,266.12	
			127783; 03-23-20 - 03-29-20	001-100-525	1,266.12		
01-01871	FUELMAN OF MS-#127785	160352	127785; 03-09-20 - 03-15-20	I NP57906592	3/16/2020	112.25	
			127785; 03-09-20 - 03-15-20	001-340-525	112.25		
01-01871	FUELMAN OF MS-#127785	160353	127785; 03-16-20 - 03-22-20	I NP57929495	3/23/2020	29.80	
			127785; 03-16-20 - 03-22-20	001-340-525	29.80		
01-01871	FUELMAN OF MS-#127785	160354	127785; 03-23-20 - 03-29-20	I NP57956470	3/30/2020	21.41	
			127785; 03-23-20 - 03-29-20	001-340-525	21.41		
01-24550	G F O A	160355	CAFR FEE	I 202004018728	3/31/2020	530.00	
			CAFR FEE	001-040-686	530.00		
01-00111	CHUCK GAUTIER	160356	ACT TRAF: 03-06-20 - 03-10-20	I 202004028742	4/02/2020	183.56	
			ACT TRAF: 03-06-20 - 03-10-20	001-020-610	183.56		
01-05687	GEOTECHNICAL ENGINEERING	160357	ENGINEERING SERVICES	I 20041	3/27/2020	122.50	
			ENGINEERING SERVICES	382-601-600	122.50		
01-00218	GIESSNER, BERNIE	160358	MARCH 12, 2020 MEETING	I 031220	3/12/2020	50.00	
			MARCH 12, 2020 MEETING	001-180-611	50.00		
01-26200	GRAINGER, W W INC	160359	TRASH CAN & BUCKET	I 9468236014	3/09/2020	150.65	
			2GAL. PAIL	400-650-540	15.60		
			55GAL TRASH CAN	400-650-540	92.52		
			55GAL. TOP	400-650-540	42.53		
01-26200	GRAINGER, W W INC	160360	TRASH CAN & BUCKET	I 9471239864	3/11/2020	34.41	
			2 1/2 GAL PAIL	400-650-540	34.41		
01-26200	GRAINGER, W W INC	160361	SILICONE GASKET MAKER	I 9476883799	3/17/2020	54.80	
			2GXZ5 SILICONE	400-650-540	54.80		
01-00644	GREEN EARTH PRODUCTS	160362	HAND TOWELS & OIL DRY	I 43829	3/17/2020	663.76	
			TUFF TOWEL	400-650-540	328.76		
			OIL DRY	400-650-540	335.00		
01-00644	GREEN EARTH PRODUCTS	160363	525 GALLON WHITE LEG TANK	I 43844	3/19/2020	1,075.95	
			525 GALLON WHITE LEG TANK	001-201-730	1,025.95		
			FREIGHT	001-201-730	50.00		

VENDOR NUMBER	NAME	DOCKET NUMBER	COMMENT	INVOICE NUMBER	DATE	AMOUNT
01-05056	HADDOX REID EUBANK BETTS	160364	AUDIT FOR YEAR ENDED 09-30-19	I 228664	2/28/2020	13,937.95
			AUDIT FOR YEAR ENDED 09-30-19	001-040-602	13,937.95	
01-27425	HALL'S TOWING SERVICE INC	160365	FD - ENGINE 2	I 450881	3/10/2020	300.00
			TOW	001-160-632	300.00	
01-01062	HANCOCK BANK/WHITNEY BANK	160366	GEN OBLIG REUND BOND, 2010	I 202004018730	3/03/2020	19,895.00
			GEN OBLIG REUND BOND, 2010	400-650-847	17,676.00	
			GEN OBLIG REUND BOND, 2010	491-650-847	2,219.00	
01-27765	HARCROS CHEMICALS INC	160367	CHLORINE & SODIUM FLORIDE	I 770113758	3/03/2020	1,864.50
			CHLORINE 150LB. CYL	400-650-575	1,192.50	
			SODIUM FLORIDE	400-650-575	672.00	
01-27765	HARCROS CHEMICALS INC	160368	1 TON CHLORINE	I 770113938	3/19/2020	660.00
			1 TON CHLORINE	400-650-575	660.00	
01-27765	HARCROS CHEMICALS INC	160369	1 TON CHLORINE	I 770113939	3/19/2020	660.00
			1 TON CHLORINE	400-650-575	660.00	
01-04997	HARTLEY EQUIPMENT COMPANY	160370	FD - ST 2	I 75671	3/13/2020	439.96
			BLOWER	001-160-540	439.96	
01-29000	CHRIS HAYNES ELECTRIC SUP	160371	FLOURSCENT BULBS	I 2016640-00	3/26/2020	135.00
			F40T12/CW ALTO BULB	400-650-540	70.80	
			F32T8/TL741 ALTO BUL	400-650-540	64.20	
01-29190	HEARD, KEN	160372	ACT TRAV: 03-07-20 - 03-11-20	I 202004018729	4/01/2020	72.00
			ACT TRAV: 03-07-20 - 03-11-20	001-020-610	72.00	
01-29250	HEDERMAN BROTHERS	160373	RIDGELAND LIFE SPRING 20	I 35402	2/29/2020	9,694.25
			RIDGELAND LIFE SPRING 20	001-093-620	7,305.00	
			PURCHASE IMAGE	001-093-620	60.00	
			POSTAGE	001-093-620	2,329.25	
01-29350	HEMPHILL CONSTRUCTION INC	160374	ASPHALT MILLING	I 4271-H20995-01	3/23/2020	12,755.70
			ASPHALT MILLING	378-601-750	12,755.70	
01-04622	HOLLY, SALLY M.	160375	MARCH 2020	I 202004018666	3/12/2020	520.00
			MARCH 2020	001-340-690	520.00	
01-01132	HOME DEPOT CREDIT SERVICE	160376	FD - GLASSES	I 1043458	3/17/2020	99.58
			GLASSES	001-160-540	59.64	
			GLASSES	001-160-540	39.94	
01-01132	HOME DEPOT CREDIT SERVICE	160377	FD - TRAPS	I 6104392	3/12/2020	7.48
			MOUSETRAPS	001-160-540	7.48	
01-00098	I A C P - MEMBERSHIP	160378	MEMBERSHIP DUES	I 0064160	3/19/2020	190.00
			MEMBERSHIP DUES	001-100-686	190.00	

VENDOR NUMBER	NAME	DOCKET NUMBER	COMMENT	INVOICE NUMBER	DATE	AMOUNT
01-00098	I A C P - MEMBERSHIP	160379	MEMBERSHIP DUES	I 0094871	12/04/2019	190.00
			MEMBERSHIP DUES	001-100-686	190.00	
01-00098	I A C P - MEMBERSHIP	160380	MEMBERSHIP DUES	I 0096746	12/04/2019	190.00
			MEMBERSHIP DUES	001-100-686	190.00	
01-00098	I A C P - MEMBERSHIP	160381	MEMBERSHIP DUES	I 0113866	3/19/2020	190.00
			MEMBERSHIP DUES	001-100-686	190.00	
01-00905	INTERSTATE ALL BATTERY CE	160382	BATTERY	I 01031022	3/09/2020	48.60
			BATTERY	001-340-635	48.60	
01-00905	INTERSTATE ALL BATTERY CE	160383	BATTERY STOCK	I 01031123	3/20/2020	47.76
			CR123A BATTERY	001-100-540	23.88	
			CR2032 BATTERY	001-100-540	23.88	
01-00905	INTERSTATE ALL BATTERY CE	160384	UPS BATTERY	I 01031139	3/24/2020	22.95
			UPS BATTERY	001-100-635	22.95	
01-00905	INTERSTATE ALL BATTERY CE	160385	BATTERY	I 02037959	3/09/2020	93.95
			MT-26 BATTERY	001-340-635	93.95	
01-00905	INTERSTATE ALL BATTERY CE	160386	6V BATTERY	I 02037977	3/09/2020	156.00
			6V BATTERY	001-201-540	156.00	
01-32675	INTERSTATE BATTERY SYSTEM	160387	SP-40 BATTERY	I 699668	3/11/2020	49.95
			SP-40 BATTERY	001-201-635	49.95	
01-32675	INTERSTATE BATTERY SYSTEM	160388	FD - L1	I 699807	3/25/2020	719.70
			BATTERY	001-160-632	719.70	
01-32675	INTERSTATE BATTERY SYSTEM	160389	P326 BATTERY	I 699810	3/25/2020	141.95
			P326 BATTERY	001-100-632	141.95	
01-04057	ITSAVVY	160390	MOPHIE BELT CLIPS	I 01173324	3/10/2020	83.49
			MOPHIE BELT CLIPS	001-042-501	83.49	
01-05346	JACKKNIFED TRAILER	160391	HITCH RED. & HITCH BALL	I 51312	3/17/2020	108.00
			HITCH REDUCER	400-650-540	40.00	
			2" BALL	400-650-540	24.00	
			2 5/16" BALL	400-650-540	44.00	
01-05346	JACKKNIFED TRAILER	160392	HITCH RED. & HITCH BALL	I 51329	3/18/2020	167.00
			PINTLE HOOK	001-201-540	72.00	
			PINTLE HITCH	001-201-540	60.00	
			2 5/16 BALL 1 1/4 SH	001-201-540	35.00	
01-33380	JACKSON COMMUNICATIONS IN	160393	FD - ST 2	I 118991	3/03/2020	260.00
			TRAVEL TIME	001-160-635	80.00	
			TECH LABOR	001-160-635	180.00	

VENDOR NUMBER	NAME		DOCKET NUMBER	COMMENT	INVOICE NUMBER	DATE	AMOUNT
01-33385	JACKSON DATA PRODUCTS	IN	160394	BUSINESS CARDS	I 0106156	3/17/2020	1,119.71
				BUSINESS CARDS	001-180-540	61.00	
				CORRECTION NOTICES	001-180-540	1,058.71	
01-33385	JACKSON DATA PRODUCTS	IN	160395	BUSINESS CARDS	I 0106246	3/25/2020	61.00
				BUSINESS CARDS	001-180-540	61.00	
01-33385	JACKSON DATA PRODUCTS	IN	160396	CH- JANITORIAL SUPPLIES	I 16123-0	3/27/2020	276.80
				TOILET PAPER 48/CS	001-092-510	216.00	
				PAPER TOWELS 30/CS	001-092-510	32.00	
				CITRUS CLEANER 9/CS	001-092-510	28.80	
01-33800	JACKSON PAPER COMPANY		160397	FOLDERS & PAPER TOWELS	I 1172976	3/10/2020	38.39
				MULTIFOLD TOWELS	001-100-510	38.39	
01-33800	JACKSON PAPER COMPANY		160398	FOLDERS & PAPER TOWELS	I 1173200	3/11/2020	163.65
				YELLOW FILE FOLDERS	001-100-540	163.65	
01-33800	JACKSON PAPER COMPANY		160399	PURELL WIPES FOR CARS	I 1173722	3/13/2020	383.67
				PURELL WIPES	001-100-540	383.67	
01-33800	JACKSON PAPER COMPANY		160400	FD - ST 4	I 1173964	3/16/2020	35.84
				PAPER TOWELS	001-160-510	35.84	
01-33800	JACKSON PAPER COMPANY		160401	FD - CENTRAL	I 1173966	3/16/2020	57.44
				CLOROX SPRAY	001-160-510	57.44	
01-33800	JACKSON PAPER COMPANY		160402	FD - CENTRAL	I 1174638	3/18/2020	199.42
				CENTERPULL TOWELS	001-160-510	96.00	
				KITCHEN TOWELS	001-160-510	89.60	
				BLEACH	001-160-510	13.82	
01-00973	KIMBALL MIDWEST		160403	SHOP SUPPLIES	I 7803974	3/12/2020	443.02
				3/16X8 CABLE TIE	400-650-540	13.63	
				5/16X15 1/4 TIE	400-650-540	18.41	
				3/16X15 1/2 TIE	400-650-540	14.12	
				22-18 BUTT CONNECTOR	400-650-540	27.70	
				16-14 BUTT CONNECTOR	400-650-540	27.70	
				GREEN PAINT	400-650-540	109.56	
				14X1/8X20MM WHEEL	400-650-540	191.40	
				6"X10T SAW BLADE	400-650-540	28.05	
				NAIL BRUSH	400-650-540	12.45	
01-00973	KIMBALL MIDWEST		160404	SHOP SUPPLIES	I 7819887	3/19/2020	19.36
				HITCH PIN	400-650-540	19.36	
01-02334	LATHAM, RITA		160405	MARCH 2020	I 202004018677	3/04/2020	70.00
				MARCH 2020	001-340-690	70.00	
01-05402	LEE TRACTOR CO OF MISS	IN	160406	CLAMSHELL CYL. SEAL KIT	I PJ02086	3/26/2020	76.25
				CYLINDER SEAL KIT	001-201-635	76.25	

VENDOR NUMBER	NAME	DOCKET NUMBER	COMMENT	INVOICE NUMBER	INVOICE DATE	INVOICE AMOUNT
01-03299	LEXISNEXIS RISK DATA MANA	160407	RISK MGMT PROGRAM	I 1191070-20200229	2/29/2020	708.33
			FEBRUARY FEES	005-101-604	708.33	
01-02576	LINCOLN NATIONAL LIFE INS	160408	502251: 04-01-20 - 04-30-20	I 202004018731	4/01/2020	4,397.48
			502251: 04-01-20 - 04-30-20	001-010-480	139.31	
			502251: 04-01-20 - 04-30-20	001-020-480	51.00	
			502251: 04-01-20 - 04-30-20	001-040-480	185.49	
			502251: 04-01-20 - 04-30-20	001-040-480	25.50	
			502251: 04-01-20 - 04-30-20	001-092-480	14.49	
			502251: 04-01-20 - 04-30-20	001-040-480	0.00	
			502251: 04-01-20 - 04-30-20	001-100-480	1,449.02	
			502251: 04-01-20 - 04-30-20	001-160-480	1,047.65	
			502251: 04-01-20 - 04-30-20	001-180-480	251.90	
			502251: 04-01-20 - 04-30-20	001-201-480	498.06	
			502251: 04-01-20 - 04-30-20	001-340-480	272.15	
			502251: 04-01-20 - 04-30-20	005-101-480	41.60	
			502251: 04-01-20 - 04-30-20	400-650-480	392.98	
			502251: 04-01-20 - 04-30-20	404-650-480	28.33	
01-02031	LOWE'S BUSINESS ACCOUNT	160409	STREET LIGHT PARTS	I 09472	3/16/2020	30.24
			72 IN WHITE RODS	001-201-540	30.24	
01-02031	LOWE'S BUSINESS ACCOUNT	160410	FD - WEED & FEED	I 09898	3/13/2020	122.22
			WEED & FEED	001-160-540	88.29	
			SPREADER	001-160-540	33.93	
01-02031	LOWE'S BUSINESS ACCOUNT	160411	FD - SUPPLIES	I 09901	3/13/2020	795.68
			HACKSAW BLADES	001-160-540	11.14	
			TOOLBOX	001-160-540	111.58	
			TAPE	001-160-540	3.68	
			TAPE	001-160-540	3.89	
			TAPE	001-160-540	6.49	
			WIRE BRUSH	001-160-540	2.77	
			RECIP. SAW BLADES	001-160-540	17.65	
			RECIP SAW BLADES	001-160-540	9.75	
			RECIP. SAW BLADES	001-160-540	13.00	
			RECIP. SAW BLADES	001-160-540	9.28	
			HACKSAW BLADES	001-160-540	3.24	
			CRAFTSMAN BLADES	001-160-540	9.28	
			CARGO TOOL BAG	001-160-540	46.46	
			DRILL BITS	001-160-540	18.99	
			HACKSAW BLADES	001-160-540	11.14	
			COMBO TOOL KIT	491-650-730	284.05	
			COMBO WRENCH	491-650-730	55.76	
			BOLT CUTTER	491-650-730	27.88	
			LOCKING PLIER	491-650-730	13.00	
			LINESMEN PLIERS	491-650-730	12.07	
			WIRE STRIPPERS	491-650-730	13.00	
			GRV JOINT PLIER	491-650-730	13.00	
			CLAW HAMMER	491-650-730	6.49	
			HEX KEYS	491-650-730	14.84	

VENDOR NUMBER	NAME	DOCKET NUMBER	COMMENT	INVOICE NUMBER	DATE	AMOUNT	
01-02031	LOWE'S BUSINESS ACCOUNT	160411	FD - SUPPLIES	I 09901	3/13/2020	795.68	CONT
			LONG NOSE PLIERS	491-650-730	12.07		
			SLIP JOINT PLIER	491-650-730	8.35		
			RUBBER MALLET	491-650-730	6.49		
			SCREWDRIVER SET	491-650-730	10.43		
			CFT KNIVES	491-650-730	8.35		
			PRY BAR	491-650-730	10.22		
			CRESCENT WRENCH	491-650-730	9.27		
			CRESCENT WRENCH	491-650-730	12.07		
01-02031	LOWE'S BUSINESS ACCOUNT	160412	DISINFECTANT TOWELS	I 10106	3/20/2020	125.65	
			ZEPPRO SPRAY BOTTLES	001-100-540	74.08		
			SPRAY BOTTLE	001-100-540	27.45		
			DOORSTOPS	001-100-540	18.56		
			#14X3/4 SCREWS	001-100-540	5.56		
01-02031	LOWE'S BUSINESS ACCOUNT	160413	LOWE'S BUSINESS ACCOUNT	I 10223	3/30/2020	12.45	
			GLOVES	001-180-540	12.45		
01-05792	MAC HAIK CHEVROLET	160414	FRONT COURTESY LAMP	I 9129	3/25/2020	80.82	
			FRONT COURTESY LAMP	001-100-632	80.82		
01-04824	MAC HAIK CHRYSLER DODGE J	160415	REPLACE VOID CHECK 145655	I 354429A	1/23/2020	137.50	
			REPLACE VOID CHECK 145655	001-100-632	137.50		
01-40485	MADISON ACE HARDWARE	160416	SUPPLIES	I 32259	3/17/2020	1,918.14	
			BLEACH GAL	001-340-510	17.95		
			PINE SOL 144 OZ	001-340-510	12.99		
			409 KITCH LEM 22OZ	001-340-510	17.94		
			CLOROX CLEANUP 32OZ	001-340-510	19.95		
			LYSOL BOWL 24OZ	001-340-510	14.36		
			DAWN ULTRA	001-340-510	29.94		
			GOJO ORG PUM 1/2 GAL	001-340-510	29.97		
			LYSOL WIP 110CT	001-340-510	59.94		
			TOILET BWL BR 14.5	001-340-510	13.77		
			BAR/CHAIN OIL 1GAL	001-340-540	29.98		
			TRIAZICIDE INS 40-OZ	001-340-540	35.97		
			ARM ALL 28OZ	001-340-540	59.94		
			LIME RUST REM GAL	001-340-540	77.97		
			MOTOR OIL 10W30 QT	001-340-540	74.85		
			GLUE ADH 10.3 OZ	001-340-540	71.88		
			BATTERY C BX/12	001-340-540	19.99		
			BATTERY 9V 12PK	001-340-540	29.99		
			BATTERY AAA 24PK	001-340-540	22.99		
			BATTERY AA BX/24	001-340-540	45.98		
			PIN 1/4 X 2-1/2	001-340-540	45.80		
			LOCK PIN 1/4 BAG/2	001-340-540	13.95		
			TAPE FLAG ORG 300	001-340-540	16.74		
			GOR TAPE BL 35YD	001-340-540	29.97		
			GOR TAPE WH 10YD	001-340-540	55.92		
			TAPE CAUTION 1000	001-340-540	19.98		
			GOR GLUE ORG 40 OZ	001-340-540	9.99		

VENDOR NUMBER	NAME	DOCKET NUMBER	COMMENT	INVOICE NUMBER	DATE	AMOUNT	
01-40485	MADISON ACE HARDWARE	160416	SUPPLIES	I 32259	3/17/2020	1,918.14	CONT
			SNAPBLADE KNIFE	001-340-540	33.48		
			HOE SCUFFL 57"	001-340-540	39.98		
			SHVL LONG-HND	001-340-540	37.98		
			RAKE BOW 16T	001-340-540	31.98		
			TRASH CAN 32 GAL BLK	001-340-540	379.80		
			1/4 IN TIRE 1PC	001-340-540	47.97		
			LUG STUD 3/8	001-340-540	12.80		
			LUG STUD 1/2 5S	001-340-540	23.80		
			LUG STUD 1/2 1S	001-340-540	6.80		
			ZIPTIES 1000CT 2W3BL	001-340-540	274.95		
			ZIPTIE 11" 100 CT	001-340-540	149.90		
01-41000	MADISON COUNTY JOURNAL	160417	ACCT 717: 1 YEAR SUBSCRIPTION	I 202004028744	3/25/2020	42.00	
			ACCT 717: 1 YEAR SUBSCRIPTION	001-040-686	42.00		
01-41000	MADISON COUNTY JOURNAL	160418	COND. USE-BRANDON BROWN PROP	I 300069723	1/31/2020	68.60	
			COND. USE-BRANDON BROWN PROP	001-180-615	68.60		
01-41100	MADISON COUNTY SHERIFF'S	160419	JANUARY 2020 HOUSING	I R-0120	3/03/2020	4,473.00	
			JANUARY 2020 HOUSING	001-100-687	4,473.00		
01-41100	MADISON COUNTY SHERIFF'S	160420	JANUARY 2020 MEDICAL	I R-M0120	3/20/2020	214.72	
			JANUARY 2020 MEDICAL	001-100-687	214.72		
01-01078	MADISON COUNTY WASTEWATER	160421	ACOE TNB LOAN: APRIL 2020	I 3987	3/01/2020	5,809.84	
			ACOE TNB LOAN: APRIL 2020	400-650-846	5,809.84		
01-01078	MADISON COUNTY WASTEWATER	160422	MADISAUTHORITY SRF: APRIL 202	I 3994	3/01/2020	1,409.79	
			MADISAUTHORITY SRF: APRIL 202	400-650-842	1,409.79		
01-01078	MADISON COUNTY WASTEWATER	160423	BOZEMAN ROAD: APRIL 2020	I 4003	3/01/2020	1,832.14	
			BOZEMAN ROAD: APRIL 2020	400-650-848	1,832.14		
01-01078	MADISON COUNTY WASTEWATER	160424	PARKWAY EAST: APRIL 2020	I 4006	3/01/2020	2,021.54	
			PARKWAY EAST: APRIL 2020	400-650-845	2,021.54		
01-03554	MADISON SOUTH RUBBISH LAN	160425	LAND FIELD CHARGES	I 13806	3/17/2020	1,476.00	
			12 CUBIC YARDS	001-201-683	462.00		
			6 CUBIC YARDS	001-201-683	891.00		
			HOST FEE	001-201-683	61.50		
			ENVIROMENTAL FEE	001-201-683	61.50		
01-05372	MAGNOLIA CLIPPING &N BROA	160426	PRIVILEGE LICENSE OVRPYMNT	I 202004018662	3/18/2020	20.00	
			PRIVILEGE LICENSE OVRPYMNT	001-000-220	20.00		
01-03880	MALONE, DOUGLAS	160427	MARCH 12, 2020 MEETING	I 031220	3/12/2020	50.00	
			MARCH 12, 2020 MEETING	001-180-611	50.00		
01-42480	MARTINSON'S GARDEN WORKS	160428	DORMANT OIL	I 24215	3/02/2020	1,556.10	
			DORMANT OIL	001-201-575	1,556.10		

VENDOR NUMBER	NAME	DOCKET NUMBER	COMMENT	INVOICE NUMBER	DATE	AMOUNT
01-42480	MARTINSON'S GARDEN WORKS	160429	DORMANT OIL	I 24224	3/09/2020	374.97
			ELM TREES	001-201-575	374.97	
01-42480	MARTINSON'S GARDEN WORKS	160430	DRENCH FOR CRAPE MYRTLES	I 24230	3/16/2020	4,737.60
			DRENCH FOR CRAPE MYRTLES	001-201-575	4,737.60	
01-42517	MASON & OVERSTREET WELDIN	160431	STEEL PLATES	I 5483	1/15/2020	490.00
			4X8X3/16 PLATE	001-201-540	490.00	
01-01984	MCDONALD DIRT WORKS	160432	CLAY GRAVEL	I 150994	3/25/2020	3,750.00
			CLAY GRAVEL	001-201-575	3,750.00	
01-42885	MCGRAW RENTAL AND SUPPLY	160433	ASPHALT TAMPER	C 473570.1.2	3/10/2020	53.12CR
			L.H. SHARP SHOOTER	001-201-540	53.12CR	
01-42885	MCGRAW RENTAL AND SUPPLY	160434	LIFT	I 470011.1.3	1/06/2020	375.00
			LIFT GENIE BOOM4X4	001-340-650	175.00	
			DELIVERY	001-340-650	200.00	
01-42885	MCGRAW RENTAL AND SUPPLY	160435	LIFT	I 471376.1.2	1/30/2020	140.00
			GEN GR20DC EXT DECK	001-340-637	80.00	
			TRAILER MISC	001-340-637	60.00	
01-42885	MCGRAW RENTAL AND SUPPLY	160436	ASPHALT TAMPER	I 473570.1.1	3/10/2020	317.61
			ASPHALT TAMPER	001-201-540	64.52	
			L.H. SHARP SHOOTER	001-201-540	212.50	
			SHARP SHOOTER	001-201-540	40.59	
01-05786	METROPOLITAN LIFE INSURAN	160437	TM05969153: APRIL 2020	I 202004028745	4/02/2020	2,096.48
			TM05969153: APRIL 2020	001-010-480	74.25	
			TM05969153: APRIL 2020	001-020-480	74.25	
			TM05969153: APRIL 2020	001-040-480	66.00	
			TM05969153: APRIL 2020	001-040-480	8.25	
			TM05969153: APRIL 2020	001-092-480	8.25	
			TM05969153: APRIL 2020	001-100-480	668.25	
			TM05969153: APRIL 2020	001-160-480	495.00	
			TM05969153: APRIL 2020	001-180-480	90.75	
			TM05969153: APRIL 2020	001-201-480	264.00	
			TM05969153: APRIL 2020	001-340-480	99.00	
			TM05969153: APRIL 2020	005-101-480	16.50	
			TM05969153: APRIL 2020	400-650-480	173.25	
			TM05969153: APRIL 2020	404-650-480	16.50	
			TM05969153: APRIL 2020	001-000-170	37.26	
			TM05969153: APRIL 2020	005-000-170	0.00	
			TM05969153: APRIL 2020	400-000-170	4.97	
			TM05969153: APRIL 2020	404-000-170	0.00	
01-05319	MIDSOUTH ELEVATOR LLC	160438	ELEVATOR MAINTENANCE CONTRACT	I 3654710	3/15/2020	250.00
			ELEVATOR MAINTENANCE CONTRACT	001-100-637	250.00	
01-05595	MILES FOR MIGRAINE	160439	REIMBURSE OF SPECIAL EVENT FEE	I 202004018732	3/30/2020	100.00

VENDOR NUMBER	NAME	DOCKET NUMBER	COMMENT	INVOICE NUMBER	DATE	AMOUNT	
01-05595	MILES FOR MIGRAINE	160439	REIMBURSE OF SPECIAL EVENT FEE	I 202004018732	3/30/2020	100.00	CONT
			REIMBURSE OF SPECIAL EVENT FEE	001-000-119	100.00		
01-05399	MILLS, SCANLON, DYE, & PI	160440	SERVICES THROUGH 03-30-20	I 202004018733	4/01/2020	10,700.15	
			SERVICES THROUGH 03-30-20	001-180-601	2,136.25		
			SERVICES THROUGH 03-30-20	001-180-601	2,683.00		
			SERVICES THROUGH 03-30-20	001-060-601	4,404.90		
			SERVICES THROUGH 03-30-20	001-100-601	360.00		
			SERVICES THROUGH 03-30-20	001-201-601	1,056.00		
			SERVICES THROUGH 03-30-20	001-340-601	60.00		
01-00953	MISS INDUSTRIES FOR THE B	160441	DISINFECTANT CLEANER	I 0045084-IN	3/11/2020	60.33	
			DISINFECTANT CLEANER	001-201-540	60.33		
01-00953	MISS INDUSTRIES FOR THE B	160442	SPRAY BOTTLES 32OZ	I 0045174-IN	3/17/2020	34.18	
			SPRAY BOTTLES 32OZ	001-100-540	34.18		
01-00953	MISS INDUSTRIES FOR THE B	160443	CLOROX SPRAY	I 0045266-IN	3/19/2020	74.99	
			CLOROX SPRAY	001-092-510	74.99		
01-00953	MISS INDUSTRIES FOR THE B	160444	SPRAY BOTTLES 32OZ	I 0045284-IN	3/19/2020	488.31	
			CLOROX CAN SPRAY	001-100-540	224.97		
			PURELL MIB STOCK	001-100-540	117.98		
			PURELL TIB STOCK	001-100-540	145.36		
01-00953	MISS INDUSTRIES FOR THE B	160445	SPRAY BOTTLES	I 0045320-IN	3/23/2020	49.44	
			SPRAY BOTTLES	001-100-540	49.44		
01-47297	MISS RUBBER CO	160446	TUBING	I 685154-1	3/23/2020	43.00	
			TUBING 100'	400-650-540	43.00		
01-47297	MISS RUBBER CO	160447	HYDRAULIC HOSE	I 685306-1	3/30/2020	31.53	
			HYDRAULIC HOSE	001-201-635	31.53		
01-47950	MISS VALLEY ELECTRIC SUPP	160448	ELECTRICAL SUPPLIES	I S1333754.003	3/25/2020	70.77	
			20AMP GFCI RCPT	400-650-635	19.00		
			1/2" L/T CONNECTOR	400-650-635	2.56		
			1/2" STL CONNECTOR	400-650-635	3.74		
			1/2" BOX 3 HOLE	400-650-635	11.28		
			16-IN-1 CVR CLEAR	400-650-635	18.00		
			BLANK COVER	400-650-635	1.19		
			5/8" GROUND ROD CLAM	400-650-635	6.00		
			5/8X6 GROUND ROD	400-650-635	9.00		
01-47950	MISS VALLEY ELECTRIC SUPP	160449	AIR HANDLER CUT-OFFSWITCH	I S1336333.001	3/25/2020	129.64	
			60AMP DISCONNECT	001-100-637	119.84		
			1/2X2 NIPPLE	001-100-637	7.80		
			1/2 STL RGD LOCKNUT	001-100-637	2.00		
01-47950	MISS VALLEY ELECTRIC SUPP	160450	ELECTRICAL SUPPLIES	I S1337545.001	3/25/2020	2,013.78	
			175 W MH V5 BAL	001-340-637	323.05		
			MH 400 5-TAP	001-340-637	380.15		

VENDOR NUMBER	NAME	DOCKET NUMBER	COMMENT	INVOICE NUMBER	DATE	AMOUNT	
01-47950	MISS VALLEY ELECTRIC SUPP	160450	ELECTRICAL SUPPLIES	I S1337545.001	3/25/2020	2,013.78	CONT
			MP175/ED17/U/4K HID	001-340-637	176.70		
			1000 MH V5 BL	001-340-637	700.70		
			MH1000/BT56 1000W	001-340-637	133.75		
			20A SLF-TST GFCI RCP	001-340-637	160.00		
			1G VERT GFI CVR	001-340-637	26.61		
			1G HORZ GFI CVR	001-340-637	15.00		
			LDCNTR 70A MLO 3R	001-340-637	78.40		
			SP-120/240V-20A CB	001-340-637	10.34		
			EMT TO FLX COMB CPLG	001-340-637	8.28		
			1-IN PVC TERM ADPTR	001-340-637	0.80		
01-04419	MISSISSIPPI AG COMPANY	160451	MOWER & SWEEPER TRUCK	I P36659	3/17/2020	348.73	
			RE551508 FILTER	001-201-632	99.24		
			RE551507 FILTER	001-201-632	91.50		
			RE504836 FILTER	001-201-632	31.14		
			DECK BELT	001-201-635	126.85		
01-04434	MISSISSIPPI PROSECUTORS A	160452	MS PROSECUTORS DUES	I 104131	3/17/2020	79.00	
			MS PROSECUTORS DUES	001-010-686	75.00		
			MS PROSECUTORS DECAL	001-010-686	4.00		
01-05793	MISSISSIPPI YARD BARBER	160453	LAWN SERVICES: 03-15-20	I 1365	3/21/2020	4,064.00	
			LAWN SERVICES: 03-15-20	001-201-604	4,064.00		
01-05793	MISSISSIPPI YARD BARBER	160454	LAWN SERVICE: 03-22-20	I 1366	3/27/2020	4,064.00	
			LAWN SERVICE: 03-22-20	001-201-604	4,064.00		
01-00057	NASCO	160455	EXERCISE EQUIPMENT	I 693148	3/04/2020	97.07	
			SPR BAND 50 YD ROLL	001-340-540	89.95		
			SHIPPING	001-340-540	7.12		
01-00057	NASCO	160456	EXERCISE EQUIPMENT	I 694283	3/05/2020	25.71	
			MAC-T 8" BALLS	001-340-540	17.88		
			SHIPPING	001-340-540	7.83		
01-04679	NEXAIR, LLC	160457	TORCH BOTTLE RENTAL	I 07622962	2/29/2020	60.42	
			HIGH PSI BOTTLE	400-650-540	24.71		
			LOW PSI BOTTLE	400-650-540	24.71		
			CYLINDER MAINTENANCE	400-650-540	11.00		
01-01133	O'REILLY AUTO PARTS	160458	FILTERS-SWEEPER TRUCK	I 297519	3/17/2020	395.44	
			57182 OIL FILTER	001-201-632	18.26		
			42812 AIR FILTER	001-201-632	161.38		
			49520 AIR FILTER	001-201-632	72.02		
			57750S OIL FILTER	001-201-632	23.62		
			46761 AIR FILTER	001-201-632	79.66		
			46766 AIR FILTER	001-201-632	40.50		
01-01133	O'REILLY AUTO PARTS	160459	P307 SIGNAL LIGHT SOCKET	I 297968	3/20/2020	15.99	
			P307 SIGNAL LIGHT SOCKET	001-100-632	15.99		

VENDOR NUMBER	NAME	DOCKET NUMBER	COMMENT	INVOICE NUMBER	DATE	AMOUNT
01-00593	PERFIT INC	160460	MARCH 2020	I 202004018664	3/13/2020	240.00
			MARCH 2020	001-340-690	240.00	
01-55550	PETTY CASH - ADM	160461	09-27-19 - 03-27-20 PETTY CASH	I 202004018734	3/27/2020	62.99
			09-27-19 - 03-27-20 PETTY CASH	001-093-650	32.99	
			09-27-19 - 03-27-20 PETTY CASH	001-100-632	30.00	
01-01932	PINNACLE TOWERS LLC	160462	MARCH 2020 TOWER RENTAL	I 30752418	3/01/2020	1,904.85
			MARCH 2020 TOWER RENTAL	005-101-604	1,904.85	
01-01932	PINNACLE TOWERS LLC	160463	APRIL 2020 TOWER RENTAL	I 31043165	4/01/2020	1,904.85
			APRIL 2020 TOWER RENTAL	005-101-604	1,904.85	
01-04380	POWERDMS INC	160464	03-14-20 - 03-13-23 SERVICES	I 33035	1/14/2020	2,850.00
			03-14-20 - 03-13-23 SERVICES	005-101-635	2,850.00	
01-57550	PRECISION DELTA CORPORATI	160465	AMMO ORDER	I 16197	3/25/2020	2,149.35
			GLOCK FMJ AMMO ORDER	001-100-681	2,149.35	
01-57550	PRECISION DELTA CORPORATI	160466	AMMO ORDER	I 16391	3/18/2020	893.75
			GLOCK 45 AMMO ORDER	001-100-681	893.75	
01-00381	PUCKETT RENTS	160467	QUICKRETE & PORTLAND	I 750902-0000	3/10/2020	514.50
			QUICKRETE	001-201-575	147.00	
			PORTLAND	001-201-575	367.50	
01-58550	QUALITY CHEMICAL & SUPPLY	160468	TOILET PAPER	I 188305	3/10/2020	88.00
			TOLIET PAPER	001-100-510	88.00	
01-58550	QUALITY CHEMICAL & SUPPLY	160469	STOCK SUPPLIES	I 188400	3/16/2020	24.22
			SPRAY BOTTLE	001-201-540	7.84	
			TRIGGER SPRAYER	001-201-540	16.38	
01-58550	QUALITY CHEMICAL & SUPPLY	160470	STOCK SUPPLIES	I 188485	3/18/2020	778.02
			CENTER PULL TOWELS	001-201-510	258.00	
			TOILET TISSUE	001-201-510	99.60	
			TRASH BAGS 55GAL.	001-201-510	321.80	
			COFFEE CUPS 8OZ.	001-201-540	98.62	
01-03095	RAMSEY, BRIAN	160471	ACT TRAV: 03-07-20 - 03-11-20	I 202004028736	4/02/2020	136.81
			ACT TRAV: 03-07-20 - 03-11-20	001-020-610	136.81	
01-03228	REGIONS BANK	160472	GEN OBLIG BOND SERIES 2011	I 202004028735	3/26/2020	456,179.98
			GEN OBLIG BOND SERIES 2011	200-450-893	56,187.50	
			GEN OBLIG BOND SERIES 2011	200-450-892	400,000.00	
			GEN OBLIG BOND SERIES 2011	200-450-893	7.52CR	
01-04448	REGIONS BANK	160473	ANNUAL FEE	I 77397	3/19/2020	886.88
			ANNUAL FEE	200-450-840	886.88	
01-04325	RICHARDSON, JAN M.	160474	TRAVEL EXPENSE-PARKING	I 202004028737	3/23/2020	98.78

VENDOR NUMBER	NAME	DOCKET NUMBER	COMMENT	INVOICE NUMBER	DATE	AMOUNT	
01-04325	RICHARDSON, JAN M.	160474	TRAVEL EXPENSE-PARKING	I 202004028737	3/23/2020	98.78	CONT
			TRAVEL EXPENSE-PARKING	001-550-599	98.78		
01-02496	RJ YOUNG COMPANY	160475	C-JC1548: 02-11-20 - 03-10-20	I INV3570240	3/11/2020	3,822.30	
			C-JC1548: 02-11-20 - 03-10-20	001-010-635	460.37		
			C-JC1548: 02-11-20 - 03-10-20	001-020-635	27.02		
			C-JC1548: 02-11-20 - 03-10-20	001-040-635	400.95		
			C-JC1548: 02-11-20 - 03-10-20	001-080-635	27.02		
			C-JC1548: 02-11-20 - 03-10-20	001-100-635	1,588.40		
			C-JC1548: 02-11-20 - 03-10-20	001-160-635	479.66		
			C-JC1548: 02-11-20 - 03-10-20	001-180-635	54.04		
			C-JC1548: 02-11-20 - 03-10-20	400-650-635	689.08		
			C-JC1548: 02-11-20 - 03-10-20	001-201-635	61.39		
			C-JC1548: 02-11-20 - 03-10-20	001-340-635	34.37		
01-05754	RP POWER	160476	FD - GENERATOR MTC	I SCPAY12183	3/16/2020	776.75	
			GENERATOR MTC	001-160-635	776.75		
01-05362	SAVANT LEARNING SYSTEMS	160477	VIRTUAL ACADEMY RENEWAL	I VA4919	3/10/2020	3,430.00	
			VIRTUAL ACADEMY RENEWAL	001-100-681	3,430.00		
01-03809	SETCOM CORPORATION	160478	SETCOM MIC CONVERT TO APX	I 41158	3/13/2020	283.96	
			SETCOM MIC CONVERT TO APX	001-100-635	267.00		
			SHIPPING	001-100-635	16.96		
01-05705	SHIVERS CONSTRUCTION LLC	160479	NEW CITY HALL SERVICES	I 005	4/01/2020	9,640.16	
			NEW CITY HALL SERVICES	390-601-750	9,640.16		
01-05488	SIMMONS LANDSCAPE LLC	160480	LANDSCAPE SERVICES	I 16-12680	4/01/2020	8,592.52	
			LANDSCAPE SERVICES	001-340-604	8,592.52		
01-04854	SITEONE LANDSCAPE SUPPLY	160481	PLANTS	I 97864195-001	3/16/2020	163.75	
			SUNSHINE CHINESE	001-340-575	92.50		
			ADAGIO GRASS MAIDEN	001-340-575	8.00		
			SKY PENCIL HOLLY	001-340-575	17.00		
			PINE BK MULCH 2.0 CU	001-340-575	9.75		
			STELLA DORO DAYLILY	001-340-575	36.50		
01-04854	SITEONE LANDSCAPE SUPPLY	160482	LESCO PROSECUTOR PRO	I 97933898-001	3/18/2020	246.74	
			HERBICIDE	001-201-540	246.74		
01-65950	SOUTHERN ADMINISTRATORS	160483	COMPANY# 106: APRIL 2020	I 20032410600000	3/24/2020	531.16	
			COMPANY# 106: APRIL 2020	001-010-481	17.50		
			COMPANY# 106: APRIL 2020	001-020-481	12.25		
			COMPANY# 106: APRIL 2020	001-040-481	12.25		
			COMPANY# 106: APRIL 2020	001-092-481	1.75		
			COMPANY# 106: APRIL 2020	001-040-481	1.75		
			COMPANY# 106: APRIL 2020	001-100-481	87.50		
			COMPANY# 106: APRIL 2020	001-160-481	63.00		
			COMPANY# 106: APRIL 2020	001-180-481	10.50		
			COMPANY# 106: APRIL 2020	001-201-481	26.25		
			COMPANY# 106: APRIL 2020	001-340-481	17.50		

VENDOR NUMBER	NAME	DOCKET NUMBER	COMMENT	INVOICE NUMBER	DATE	AMOUNT	
01-65950	SOUTHERN ADMINISTRATORS	160483	COMPANY# 106: APRIL 2020	I 20032410600000	3/24/2020	531.16	CONT
			COMPANY# 106: APRIL 2020	005-101-481	1.75		
			COMPANY# 106: APRIL 2020	400-650-481	24.50		
			COMPANY# 106: APRIL 2020	404-650-481	3.50		
			COMPANY# 106: APRIL 2020	001-000-170	223.18		
			COMPANY# 106: APRIL 2020	005-000-170	1.50		
			COMPANY# 106: APRIL 2020	400-000-170	23.48		
			COMPANY# 106: APRIL 2020	404-000-170	3.00		
01-03210	SOUTHERN CONNECTION POLIC	160484	CHIEF NEAL CLASS A	I 14692	3/10/2020	193.94	
			CLASS A S/S SHIRT	001-100-535	45.00		
			CLASS A L/S SHIRT	001-100-535	49.99		
			DUTY BELT	001-100-535	69.00		
			GARRISON BELT	001-100-535	29.95		
01-03210	SOUTHERN CONNECTION POLIC	160485	BOYER UNIFORM SHIRT	I 14702	3/10/2020	76.00	
			BOYER UNIFORM SHIRT	001-100-535	76.00		
01-03210	SOUTHERN CONNECTION POLIC	160486	P349 REPAIR	I 14737	3/13/2020	310.00	
			LABOR	001-100-632	190.00		
			POWER RUN/RELAY WIRE	001-100-632	55.00		
			BREAKER/FUSE BUS	001-100-632	65.00		
01-03210	SOUTHERN CONNECTION POLIC	160487	REPLACE RUINED PANTS	I 14757	3/17/2020	90.00	
			RECLASS A PANTS	001-100-535	90.00		
01-03210	SOUTHERN CONNECTION POLIC	160488	NEW HIRE UNIFORM-ROSE	I 14791	3/19/2020	1,073.77	
			BLACK TIE	001-100-535	10.99		
			SOFTSHELL JACKET	001-100-535	119.95		
			CLASS A L/S SHIRT	001-100-535	49.99		
			CLASS A PANTS	001-100-535	90.00		
			KHAKI PANTS	001-100-535	92.00		
			ARMORSKIN BASE SHIRT	001-100-535	90.00		
			WH. POLO	001-100-535	70.00		
			WH. T-SHIRTS	001-100-535	60.00		
			SM RAIN COAT	001-100-535	55.00		
			TRAFFIC VEST	001-100-535	29.99		
			INNER BELT	001-100-535	29.95		
			DUTY BELT	001-100-535	49.95		
			BELT KEEPERS	001-100-535	12.99		
			AIR-TEK LIGHT HOLDER	001-100-535	15.99		
			CUFF KEY	001-100-535	10.99		
			NAME PLATE	001-100-535	15.00		
			SERVING SINCE PLATE	001-100-535	15.00		
			SWEATPANTS	001-100-535	30.00		
			SWEATSHIRTS	001-100-535	30.00		
			HANDCUFFS	001-100-535	29.99		
			LV-III GL45 HOLSTER	001-100-535	139.00		
			HANDCUFF CASE	001-100-535	26.99		
01-03210	SOUTHERN CONNECTION POLIC	160489	BLUNT SPEC. EVENT POLO	I 14794	3/19/2020	45.00	
			BLUNT SP. EVENT POLO	001-100-535	45.00		

VENDOR NUMBER	NAME	DOCKET NUMBER	COMMENT	INVOICE NUMBER	DATE	AMOUNT
01-03210	SOUTHERN CONNECTION POLIC	160490	NEW HIRE UNIFORM-STACEY	I 14816	3/23/2020	920.81
			BELT KEEPERS	001-100-535	12.99	
			AIR-TEK LIGHT HOLDER	001-100-535	15.99	
			CUFF KEY	001-100-535	10.99	
			SERVING SINCE PLATE	001-100-535	15.00	
			NAME PLATE	001-100-535	15.00	
			LV-III GL45 HOLSTER	001-100-535	139.00	
			CLASS A L/S SHIRT	001-100-535	49.99	
			ARMORSKIN BASE SHIRT	001-100-535	90.00	
			WH. POLO	001-100-535	70.00	
			INNER BELT	001-100-535	29.95	
			DUTY BELT	001-100-535	49.95	
			SWEATPANTS	001-100-535	30.00	
			SWEAT SHIRTS	001-100-535	30.00	
			FLEECE JACKET	001-100-535	119.95	
			CLASS A PANTS	001-100-535	90.00	
			KHAKI PANTS	001-100-535	92.00	
			WH. T-SHIRTS	001-100-535	60.00	
01-03210	SOUTHERN CONNECTION POLIC	160491	NEW HIRE UNIFORM-WINSTEAD	I 14819	3/23/2020	988.78
			BLACK TIE	001-100-535	10.99	
			BELT KEEPERS	001-100-535	12.99	
			AIR-TEK LIGHT HOLDER	001-100-535	15.99	
			CUFF KEY	001-100-535	10.99	
			SERVING SINCE PLATE	001-100-535	15.00	
			NAME PLATE	001-100-535	15.00	
			HANDCUFFS	001-100-535	29.99	
			LV-III GL 45 HOLSTER	001-100-535	139.00	
			HANDCUFF CASE	001-100-535	26.99	
			ARMORSKIN BASE SHIRT	001-100-535	90.00	
			WH. POLO	001-100-535	70.00	
			INNER BELT	001-100-535	29.95	
			CLASS A L/S SHIRT	001-100-535	49.99	
			DUTY BELT	001-100-535	49.95	
			SWEATPANTS	001-100-535	30.00	
			SWEAT SHIRTS	001-100-535	30.00	
			FLEECE JACKET	001-100-535	119.95	
			CLASS A PANTS	001-100-535	90.00	
			KHAKI PANTS	001-100-535	92.00	
			T-SHIRTS	001-100-535	60.00	
01-04466	SOUTHERN FINANCIAL SYSTEM	160492	CMCRID4: 02-01-20 - 03-04-20	I 202004028738	3/04/2020	505.40
			CMCRID4: 02-01-20 - 03-04-20	001-000-115	505.40	
01-04466	SOUTHERN FINANCIAL SYSTEM	160493	UTLRID4: 02-01-20 - 03-04-20	I 202004028739	3/04/2020	1.52
			UTLRID4: 02-01-20 - 03-04-20	400-000-115	1.52	
01-04508	BC LANDSCAPE AND LAWN SER	160494	ST. AUGUSTINE SOD	I 034515	3/25/2020	392.00
			ST. AUGUSTINE SOD	001-201-575	392.00	
01-03641	STAPLES BUSINESS CREDIT	160495	CH- SUPPLIES	I 7305390343-0-1	3/03/2020	42.85

VENDOR NUMBER	NAME	DOCKET NUMBER	COMMENT	INVOICE NUMBER	DATE	AMOUNT	
01-03641	STAPLES BUSINESS CREDIT	160495	CH- SUPPLIES	I 7305390343-0-1	3/03/2020	42.85	CONT
			PEN REFILL	001-040-500	9.72		
			GLUE STICK 4-PK	001-040-500	1.36		
			DISPOSABLE GLOVES	001-040-540	7.48		
			CLOROX WIPES 6-PK	001-092-510	24.29		
01-03641	STAPLES BUSINESS CREDIT	160496	CH- SUPPLIES	I 7305390343-0-2	3/09/2020	10.40	
			HAND SANITIZ 8 OZ	001-040-540	10.40		
01-03641	STAPLES BUSINESS CREDIT	160497	CH- SUPPLIES	I 7305477692-0-1	3/04/2020	160.72	
			COFFEE CUPS 500-CT	001-040-540	59.65		
			SPOONS 960-CT	001-040-540	34.45		
			AUTO HAND SOAP	001-092-510	66.62		
01-03641	STAPLES BUSINESS CREDIT	160498	DISPOSABLE GLOVES	I 7306216242-0-1	3/18/2020	68.32	
			MED GLOVES	001-040-540	34.16		
			LG GLOVES (1/2 CS)	001-092-510	17.08		
			LG GLOVES (1/2 CS)	400-650-540	17.08		
01-03641	STAPLES BUSINESS CREDIT	160499	ELECTRIC STAPLER	I 7306495690-0-1	3/27/2020	66.44	
			ELECTRIC STAPLER	001-040-500	66.44		
01-05363	STRAW DEPOT LLC	160500	PINE STRAW	I 4332	3/12/2020	720.00	
			PINE STRAW	001-201-540	720.00		
01-69095	SULLIVAN ELECTRIC	160501	SERVICE ORDERS -CENTRAL	I 170313	3/23/2020	4,050.00	
			LABOR	001-160-637	4,050.00		
01-69155	SUNBELT FIRE APPARATUS IN	160502	FD - NEW ENGINE 2	I 322028	2/14/2020	14,247.50	
			BALL INTAKE VALVE	491-650-730	1,440.00		
			GATED SIAMESE	491-650-730	1,260.00		
			THUNDERFOG NOZLE	491-650-730	3,595.00		
			THUNDERFOG NOZZLE	491-650-730	1,538.00		
			BATTERY KIT FAN	491-650-730	4,955.00		
			FLAT HEAD AXE	491-650-730	52.94		
			PICK HEAD AXE	491-650-730	56.19		
			HALLIGAN TOOL	491-650-730	220.05		
			PIKE POLE	491-650-730	59.32		
			WRENCH SPANNER	491-650-730	282.00		
			STORZ WRENCH SET	491-650-730	94.00		
			STORZ SWIVEL	491-650-730	264.00		
			STORZ ADAPTER	491-650-730	152.00		
			2.5" ADAPTER	491-650-730	40.00		
			2.5X1.5 ADAPTER	491-650-730	19.00		
			ADAPTER	491-650-730	20.00		
			SHIPPING	491-650-730	200.00		
01-69155	SUNBELT FIRE APPARATUS IN	160503	FD - NEW ENGINE 2	I 322028X1	3/16/2020	6,812.50	
			THERMAL IMAGING CAME	491-650-730	6,812.50		
01-69155	SUNBELT FIRE APPARATUS IN	160504	FD - L1	I 322843	3/16/2020	72.64	
			GAUGE	001-160-632	59.31		

VENDOR NUMBER	NAME	DOCKET NUMBER	COMMENT	INVOICE NUMBER	DATE	AMOUNT	
01-69155	SUNBELT FIRE APPARATUS IN	160504	FD - L1	I 322843	3/16/2020	72.64	CONT
			FREIGHT	001-160-632	13.33		
01-02021	TAYLOR POWER SYSTEMS	160505	CHI 2405 STARTER	I 02604934	3/12/2020	985.14	
			CHI 2405 STARTER	400-650-635	985.14		
01-02274	TCS WARE INC	160506	APRIL 2020	I 151983	3/20/2020	4,865.00	
			APRIL 2020	001-100-635	4,865.00		
01-05031	TERRY SERVICE INC	160507	MARCH 2020 SERVICES	I 70907	3/23/2020	4,159.00	
			MARCH 2020 SERVICES	001-092-637	291.13		
			MARCH 2020 SERVICES	001-100-637	1,289.29		
			MARCH 2020 SERVICES	001-160-637	1,122.93		
			MARCH 2020 SERVICES	001-201-637	207.95		
			MARCH 2020 SERVICES	001-340-637	748.62		
			MARCH 2020 SERVICES	001-350-637	291.13		
			MARCH 2020 SERVICES	400-650-637	207.95		
01-05031	TERRY SERVICE INC	160508	CHILLER DOWN	I 70912	3/23/2020	1,072.92	
			LABOR	001-100-637	630.00		
			TRIP CHARGE	001-100-637	35.00		
			FAN CONTROLLER	001-100-637	143.92		
			FREON	001-100-637	264.00		
01-05489	TIREHUB LLC	160509	REPLACE P310 RUINED TIRE	I 13081096	3/11/2020	126.60	
			265/60/18 P310	001-100-632	125.60		
			TIRE FEE	001-100-632	1.00		
01-05489	TIREHUB LLC	160510	TIRES P307 P326	I 13287838	3/26/2020	966.24	
			TIRES P307 P326	001-100-632	958.24		
			FEES	001-100-632	8.00		
01-02852	TRANSAMERICA LIFE INSURAN	160511	OB232: 03-01-20 - 03-31-20	I 2503713087	4/01/2020	112.09	
			OB232: 03-01-20 - 03-31-20	001-000-171	112.09		
01-04418	TRANSUNION RISK AND ALTER	160512	ACCT 44061:03-01-20 - 03-31-20	I 202004028740	4/01/2020	285.70	
			ACCT 44061:03-01-20 - 03-31-20	001-100-604	285.70		
01-04160	KC EXPRESS LLC	160513	AUG-OCT 2019 SERVICES	I 246K19538	11/01/2019	870.00	
			AUG-OCT 2019 SERVICES	001-010-604	0.00		
			AUG-OCT 2019 SERVICES	001-020-604	0.00		
			AUG-OCT 2019 SERVICES	001-040-604	40.00		
			AUG-OCT 2019 SERVICES	001-100-604	345.00		
			AUG-OCT 2019 SERVICES	001-160-604	140.00		
			AUG-OCT 2019 SERVICES	001-180-604	0.00		
			AUG-OCT 2019 SERVICES	001-201-604	345.00		
			AUG-OCT 2019 SERVICES	001-340-604	0.00		
			AUG-OCT 2019 SERVICES	400-650-604	0.00		
01-04160	KC EXPRESS LLC	160514	NOV 2019 SERVICES	I 402K19538	12/01/2019	1,090.00	
			NOV 2019 SERVICES	001-010-604	0.00		
			NOV 2019 SERVICES	001-020-604	0.00		

VENDOR NUMBER	NAME	DOCKET NUMBER	COMMENT	INVOICE NUMBER	DATE	AMOUNT	
01-04160	KC EXPRESS LLC	160514	NOV 2019 SERVICES	I 402K19538	12/01/2019	1,090.00	CONT
			NOV 2019 SERVICES	001-040-604	0.00		
			NOV 2019 SERVICES	001-100-604	345.00		
			NOV 2019 SERVICES	001-160-604	170.00		
			NOV 2019 SERVICES	001-180-604	0.00		
			NOV 2019 SERVICES	001-201-604	460.00		
			NOV 2019 SERVICES	001-340-604	0.00		
			NOV 2019 SERVICES	400-650-604	115.00		
01-04160	KC EXPRESS LLC	160515	NOVEMBER 2019 SERVICES	I 482K19538	12/25/2019	420.00	
			VOVEMBER 2019 SERVICES	001-010-604	0.00		
			VOVEMBER 2019 SERVICES	001-020-604	0.00		
			VOVEMBER 2019 SERVICES	001-040-604	75.00		
			VOVEMBER 2019 SERVICES	001-100-604	115.00		
			VOVEMBER 2019 SERVICES	001-160-604	115.00		
			VOVEMBER 2019 SERVICES	001-180-604	0.00		
			VOVEMBER 2019 SERVICES	001-201-604	0.00		
			VOVEMBER 2019 SERVICES	001-340-604	115.00		
			VOVEMBER 2019 SERVICES	400-650-604	0.00		
01-04160	KC EXPRESS LLC	160516	DECEMBER 2019 SERVICES	I 524K19538	1/01/2020	270.00	
			DECEMBER 2019 SERVICES	001-180-604	115.00		
			DECEMBER 2019 SERVICES	001-201-604	155.00		
01-04160	KC EXPRESS LLC	160517	AUGUST 2019 SERVICES	I 60K19538	9/01/2019	115.00	
			AUGUST 2019 SERVICES	001-160-604	115.00		
01-04160	KC EXPRESS LLC	160518	DEC 2019 SERVICES	I 668K19538	2/01/2020	325.00	
			DEC 2019 SERVICES	001-100-604	125.00		
			DEC 2019 SERVICES	001-201-604	200.00		
01-04160	KC EXPRESS LLC	160519	JAN - FEB 2020 SERVICES	I 824K19538	3/01/2020	2,140.00	
			JAN - FEB 2020 SERVICES	001-010-604	0.00		
			JAN - FEB 2020 SERVICES	001-020-604	0.00		
			JAN - FEB 2020 SERVICES	001-040-604	0.00		
			JAN - FEB 2020 SERVICES	001-100-604	800.00		
			JAN - FEB 2020 SERVICES	001-160-604	880.00		
			JAN - FEB 2020 SERVICES	001-180-604	0.00		
			JAN - FEB 2020 SERVICES	001-201-604	115.00		
			JAN - FEB 2020 SERVICES	001-340-604	230.00		
			JAN - FEB 2020 SERVICES	400-650-604	115.00		
01-02393	TYLER TECHNOLOGIES	160520	MAY 2020-ARIL 2021 MAINTENANCE	I 025-290229	4/01/2020	33,777.96	
			MAY 2020-ARIL 2021 MAINTENANCE	001-040-635	20,131.56		
			MAY 2020-ARIL 2021 MAINTENANCE	001-180-635	1,164.66		
			MAY 2020-ARIL 2021 MAINTENANCE	001-010-635	1,164.66		
			MAY 2020-ARIL 2021 MAINTENANCE	400-650-635	11,317.08		
01-02393	TYLER TECHNOLOGIES	160521	APRIL 2020 MONTHLY FEE	I 025-290693	4/01/2020	370.00	
			APRIL 2020 MONTHLY FEE	400-650-604	370.00		
01-00544	U.S. LAWNS OF JACKSON	160522	I-55 FRONTAGE ROAD	I 40951	4/01/2020	3,141.25	

VENDOR NUMBER	NAME	DOCKET NUMBER	COMMENT	INVOICE NUMBER	DATE	AMOUNT	
01-00544	U.S. LAWNS OF JACKSON	160522	I-55 FRONTAGE ROAD	I 40951	4/01/2020	3,141.25	CONT
			I-55 FRONTAGE ROAD	001-201-604	3,141.25		
01-00544	U.S. LAWNS OF JACKSON	160523	COLONY PARK BLVD	I 40952	4/01/2020	4,973.33	
			COLONY PARK BLVD	001-201-604	4,973.33		
01-00544	U.S. LAWNS OF JACKSON	160524	HARBOR DRIVE	I 40953	4/01/2020	1,017.18	
			HARBOR DRIVE	001-201-604	1,017.18		
01-00544	U.S. LAWNS OF JACKSON	160525	COUNTY LINE ROAD	I 40955	4/01/2020	3,778.50	
			COUNTY LINE ROAD	001-201-604	3,778.50		
01-00544	U.S. LAWNS OF JACKSON	160526	JACKSON ST PARKING LOT	I 40956	4/01/2020	775.00	
			JACKSON ST PARKING LOT	001-201-604	775.00		
01-00544	U.S. LAWNS OF JACKSON	160527	I-55 INTERCHANGE	I 40957	4/01/2020	7,499.58	
			I-55 INTERCHANGE	001-201-604	7,499.58		
01-03710	UNION AUTO PARTS	160528	AIR FILTER STOCK	C 1714266-00	3/02/2020	321.67CR	
			RAY58040P	001-100-632	86.70CR		
			RAY68012P	001-100-632	89.04CR		
			MOTFG1114	001-100-632	53.48CR		
			WIX51515	001-100-632	18.00CR		
			WIX51040	001-100-632	30.15CR		
			WIX51036	001-100-632	28.48CR		
			WIX51061	001-100-632	12.27CR		
			PPFPH500	001-100-632	2.40CR		
			PPFPH2876	001-100-632	1.15CR		
01-03710	UNION AUTO PARTS	160529	POWER STEERING PUMP	C 1722901-00	3/12/2020	229.61CR	
			FAN SHROUD	400-650-632	229.61CR		
01-03710	UNION AUTO PARTS	160530	AIR FILTER STOCK	I 1717100-00	3/05/2020	693.59	
			WIX46814	001-100-632	73.92		
			WIX49746	001-100-632	359.16		
			WIX42487	001-100-632	85.52		
			WIX42725	001-100-632	50.04		
			WIX46116	001-100-632	12.88		
			WIX46573	001-100-632	20.62		
			WIX49115	001-100-632	16.67		
			WIX49883	001-100-632	20.22		
			WIX46935	001-100-632	27.28		
			WIX46935	001-100-632	27.28		
01-03710	UNION AUTO PARTS	160531	POWER STEERING PUMP	I 1720496-00	3/10/2020	204.61	
			POWER STEERING PUMP	400-650-632	85.24		
			IMPLIED CORE	400-650-632	70.00		
			DIRTY CORE	400-650-632	70.00CR		
			33818 FUEL FILTER	400-650-632	119.37		
01-03710	UNION AUTO PARTS	160532	POWER STEERING PUMP	I 1720933-00	3/10/2020	283.56	
			TRANSMISSION FLUID	400-650-540	28.08		

VENDOR NUMBER	NAME	DOCKET NUMBER	COMMENT	INVOICE NUMBER	DATE	AMOUNT	
01-03710	UNION AUTO PARTS	160532	POWER STEERING PUMP	I 1720933-00	3/10/2020	283.56	CONT
			FAN SHROUD	400-650-632	229.61		
			GASKET	400-650-632	25.87		
01-03710	UNION AUTO PARTS	160533	POWER STEERING PUMP	I 1721979-00	3/11/2020	361.05	
			FAN SHROUD	400-650-632	361.05		
01-03710	UNION AUTO PARTS	160534	P307 REAR PADS	I 1725147-00	3/16/2020	40.41	
			P307 REAR PADS	001-100-632	40.41		
01-03710	UNION AUTO PARTS	160535	REPAIR PICKUP TRUCK	I 1725175-00	3/16/2020	60.44	
			RF SPEED SENSOR	400-650-632	60.44		
01-03710	UNION AUTO PARTS	160536	PARTS	I 1725776-00	3/17/2020	133.30	
			UPPER	001-340-632	75.58		
			LOWER	001-340-632	57.72		
01-03710	UNION AUTO PARTS	160537	BODY MOUNTS 340-1-95	I 1726568-00	3/17/2020	133.30	
			UPPER BODY MOUNT	001-340-632	57.72		
			LOWER BODY MOUNT	001-340-632	75.58		
01-03710	UNION AUTO PARTS	160538	REPAIR PICKUP TRUCK	I 1727550-00	3/18/2020	139.36	
			FD 4616 OIL FILTER	001-201-632	137.97		
			1" COOLANT HOSE	001-201-632	1.39		
01-03710	UNION AUTO PARTS	160539	REPAIR PICKUP TRUCK	I 1727904-00	3/18/2020	215.20	
			ACCELERATOR PETAL	001-201-632	215.20		
01-03710	UNION AUTO PARTS	160540	VAN REPAIR PARTS	I 1727942-00	3/18/2020	252.60	
			DOOR HANDLE ASSBLY	001-092-632	53.27		
			REAR DOOR HDL ASSY	001-092-632	199.33		
01-03710	UNION AUTO PARTS	160541	P330 SWAY BAR	I 1730474-00	3/23/2020	36.67	
			P330 SWAY BAR	001-100-632	36.67		
01-03710	UNION AUTO PARTS	160542	REAR BRAKE PADS	I 1731302-00	3/24/2020	53.31	
			REAR BRAKE PADS	001-201-632	53.31		
01-03710	UNION AUTO PARTS	160543	REAR BRAKE PADS	I 1734029-00	3/26/2020	215.65	
			ACCELERATOR PEDAL	001-201-632	149.74		
			PEDAL BRACKET	001-201-632	65.91		
01-75100	WAGGONER ENGINEERING, INC	160544	PROJECT# 0018145.000	I 36672	3/05/2020	5,599.78	
			PROJECT# 0018145.000	378-601-600	5,599.78		
01-75100	WAGGONER ENGINEERING, INC	160545	PROJECT# 0019094.000	I 36673	3/05/2020	74,117.83	
			PROJECT# 0019094.000	378-601-600	74,117.83		
01-75100	WAGGONER ENGINEERING, INC	160546	PROJECT# 0019127.000	I 36674	3/05/2020	18,816.33	
			PROJECT# 0019127.000	390-601-600	18,816.33		
01-75100	WAGGONER ENGINEERING, INC	160547	PROJECT# 0019260.000	I 36675	3/05/2020	6,000.00	

VENDOR NUMBER	NAME	DOCKET NUMBER	COMMENT	INVOICE NUMBER	DATE	AMOUNT	
01-75100	WAGGONER ENGINEERING, INC	160547	PROJECT# 0019260.000	I 36675	3/05/2020	6,000.00	CONT
			PROJECT# 0019260.000	400-650-600	6,000.00		
01-75450	WALMART	160548	DISINFECTANT SUPPLIES	I 00719	3/12/2020	67.78	
			GV DISINFECTANT SPRA	400-650-510	35.76		
			CLOROX CLEANER	400-650-510	6.76		
			LYSOL SPRAY	400-650-510	5.77		
			PEROXIDE	400-650-510	1.23		
			RUBBING ALCOHOL	400-650-510	5.00		
			KLENEEX TISSUE	400-650-540	5.98		
			PLATES 100 CT	400-650-540	7.28		
01-75450	WALMART	160549	FD - SUPPLIES	I 02142A	3/19/2020	57.14	
			WATER	001-160-540	3.98		
			BUG SPRAY	001-160-540	53.16		
01-75450	WALMART	160550	COFFEE & CLEANING SUPPLI	I 07978	3/12/2020	36.23	
			BLEACH	001-201-510	5.88		
			PINE-SOL	001-201-510	6.88		
			PINE-SO LAV	001-201-510	5.88		
			COFFEE	001-201-540	12.96		
			CREAMER	001-201-540	4.63		
01-75450	WALMART	160551	FD - CENTRAL	I 08967A	3/11/2020	80.58	
			CASCADE	001-160-510	20.52		
			CREAMER	001-160-540	6.28		
			COFFEE	001-160-540	49.80		
			WATER	001-160-540	3.98		
01-75750	WARING OIL CO	160552	REFUEL DIESEL & GASOLINE	I 001845455	3/12/2020	1,021.40	
			DIESEL FUEL	001-340-525	560.70		
			GASOLINE	001-340-525	400.50		
			MS ENVIRONMENT TAX	001-340-525	0.90		
			MS ENVIROONMENT TAX	001-340-525	1.26		
			FED LUST TAX	001-340-525	0.54		
			MS GAS STATE & LOCAL	001-340-525	28.35		
			MS SPEC FUELS	001-340-525	18.11		
			COMPLIANCE FEE	001-340-525	9.88		
			FED OIL SPILL TAX	001-340-525	1.16		
01-75790	WARREN FIRST AID & SUPPLY	160553	SAFETY SUPPLIES	I 7180	3/10/2020	404.85	
			SAFETY GLASSES CL	001-201-540	30.00		
			SAFETY GLASSES SH	001-201-540	33.00		
			NITRILE GLOVE XL	001-201-540	219.00		
			WORK GLOVE	001-201-540	90.00		
			JERSEY GLOVE	001-201-540	32.85		
01-75790	WARREN FIRST AID & SUPPLY	160554	SAFETY SUPPLIES	I 7195	3/12/2020	159.50	
			HAND SANTIZIER 25/1	001-201-540	89.50		
			N95 RESPIRATOR MASK	001-201-540	70.00		
01-75790	WARREN FIRST AID & SUPPLY	160555	SAFETY SUPPLIES	I 7202	3/16/2020	244.75	

VENDOR NUMBER	NAME	DOCKET NUMBER	COMMENT	INVOICE NUMBER	DATE	AMOUNT	
01-75790	WARREN FIRST AID & SUPPLY	160555	SAFETY SUPPLIES	I 7202	3/16/2020	244.75	CONT
			HAND SANITIZER 10/1	001-201-540	200.00		
			HAND SANITIZER 25/1	001-201-540	44.75		
01-75790	WARREN FIRST AID & SUPPLY	160556	SAFETY SUPPLIES	I 7210	3/18/2020	187.85	
			RESPIRATORS	001-201-540	105.00		
			DUST MASKS	001-201-540	32.85		
			HAND WIPES	001-201-540	50.00		
01-75790	WARREN FIRST AID & SUPPLY	160557	NITRILE GLOVE XLG	I 7230	3/30/2020	267.40	
			NITRILE GLOVE XLG	400-650-540	219.00		
			ALCOHOL WIPES	400-650-540	13.90		
			ALCOHOL SPRAY	400-650-540	34.50		
01-75900	WASTE MANAGEMENT OF MS	160558	03-01-20 - 03-31-20 SERVICES	I 2953911-0078-7	3/24/2020	1,020.00	
			03-01-20 - 03-31-20 SERVICES	001-340-682	800.00		
			03-01-20 - 03-31-20 SERVICES	001-201-682	80.00		
			03-01-20 - 03-31-20 SERVICES	400-650-682	80.00		
			03-01-20 - 03-31-20 SERVICES	001-350-682	60.00		
01-04506	WELLS MARBLE & HURST PLLC	160559	BALANCE DUE ON INVOICE 124171	I 124171A	2/05/2020	531.62	
			BALANCE DUE ON INVOICE 124171	001-180-601	531.62		
01-04506	WELLS MARBLE & HURST PLLC	160560	2014 ZONING ORDINANCE	I 124654	3/05/2020	41,031.04	
			2014 ZONING ORDINANCE	001-180-601	41,031.04		
01-02983	YELVERTON CONSULTING, LLC	160561	APRIL 2020 CONSULTING FEE	I 2020-4R	4/01/2020	3,000.00	
			APRIL 2020 CONSULTING FEE	001-020-604	3,000.00		

TOTAL = 2,056,649.14

FUND TOTALS

FUND	NAME	TOTAL
001	GENERAL FUND	572,161.61
005	COURT SERVICES FEE FUND	7,490.16
200	G. O. BOND FUND	457,066.86
378	LAKE HARBOUR DR EXT	615,492.75
382	WOLCOTT PARK IMPS	76,187.82
390	CITY CENTER PROJECTS	55,744.25
400	PUBLIC UTILITIES FUND	92,675.89
404	EMCRS OPERATION & MAINT	154,035.52
491	FIRE PROTECTION SURCHARGE	25,794.28
	TOTALS FOR ALL FUNDS =	2,056,649.14

DEPT: ALL
PAYROLL NO#: 01
PAY PERIOD BEGINNING: 3/06/2020
PAY PERIOD ENDING: 3/19/2020

March 27, 2020 payroll

*** GRAND TOTALS ***

EARNINGS			BENF/REIMB	
DESC	HRS	AMOUNT	DESC	AMOUNT
SAL	1,104.00	45,510.24	VEH	174.00
SMON	0.00	27,724.68		
REG	18,257.00	331,042.20		
R/O	18.00	240.03		
O/T	260.00	5,582.65		
CE	45.00	0.00		
CMPRG	14.75	0.00		
COMP	34.50	821.88		
SICK	694.25	10,954.67		
VAC	829.00	18,758.86		
HOL	433.00	7,208.57		
FNRL	102.00	1,512.96		
PARAM	0.00	1,384.62		
SHIFT	0.00	450.00		
YMCA	0.00	22.50		
TRAFF	0.00	200.20		
TASKF	14.00	592.62		
FUGTF	19.00	554.99		
MBNHI	14.00	399.00		

DEDUCTIONS			
CD	ABBV	EMPLOYEE	EMPLOYER
AFA	AFACC	1025.49	
AFC	AFCAN	1046.28	
AFD	AFSHO	1201.82	
AFH	AFHOS	494.78	
AFS	AFSPE	202.39	
ANN	ANUTY	3467.25	
B18	BKRUP	181.00	
B19	BKRUP	91.50	
C18	CHSUP	202.50	
C32	CHSUP	225.00	
C33	CHSUP	25.00	
C39	CHSUP	152.50	
C42	CHSUP	147.50	
C43	CHSUP	110.00	
C56	CHSUP	130.00	
C57	CHSUP	75.00	
C58	CHSUP	164.00	
C59	CHSUP	285.25	
C63	CHSUP	96.00	
C66	CHSUP	107.50	
C67	CHSUP	177.50	
C69	CHSUP	225.00	
C70	CHSUP	107.00	
C71	CHSUP	132.50	
C72	CHSUP	100.50	
C73	CHSUP	103.50	
C74	CHSUP	200.00	
C75	CHSUP	109.50	
C76	CHSUP	99.00	
C77	CHSUP	122.50	
C78	CHSUP	110.00	
CAF	ADMFE	114.00	133.76
CCF	CANCF	56.05	
CFM	CFM	10.50	12.25
CHC	CHCAR	885.82	
CO5	CHSUP	204.50	
CRU	CRUN	3788.00	
D64	GARNI	303.80	
D69	GARNI	100.00	
D70	GARNI	217.84	
D71	GARNI	285.77	
D72	GARNI	75.00	

TAXES			
DESC	TAXABLE	EMPLOYEE	EMPLOYER
FED W/H	386,119.71	32,424.80	
ST WH MS	386,119.71	12,155.00	
FICA	429,852.80	26,650.77	26650.77
MEDI	429,852.80	6,232.88	6232.88

DEPT: ALL
PAYROLL NO#: 01
PAY PERIOD BEGINNING: 3/06/2020
PAY PERIOD ENDING: 3/19/2020

** (CONTINUED) **

DATE	ORG FN	ACCOUNT	CODE/RATE	HOURLY RATE		HOURS	AMOUNT	PROJECT
				D73	GARNI	179.84		
				DCF	DENCF	2134.95	1275.96	
				DCM	DCM	235.60	121.52	
				DEN	DENTL		2293.69	
				DMO	DMO		121.52	
				FCE	FLEX	5.58		
				HCF	HTHCF	12915.10	16728.31	
				HCM	HCM	1470.42	1884.88	
				HLT	HELTH		38640.04	
				HMO	HMO	574.00	942.44	
				HRF	HRF	181.34	280.24	
				LIF	LIFE	46.48	1325.00	
				MDF	YMCA	118.00		
				PBA	POBEN	164.50		
				RET	RET	40265.84	78164.46	
				UNR	UNREM	2864.80		
TOTALS:	21,838.50	452,960.67	174.00			78115.49	141924.07	77,463.45 32883.65

DEPARTMENT RECAP

DEPT NO#	GROSS	REGULAR	OVERTIME	LEAVE	OTHER	BENEFITS	DEDUCTIONS	TAXES	NET
001-010	19,799.61	18,715.61	0.00	1,084.00	0.00	0.00	3,697.73	2,952.48	13,149.40
001-020	18,386.67	18,239.27	0.00	147.40	0.00	0.00	5,341.34	2,617.75	10,427.58
001-040	23,239.20	22,460.38	0.00	778.82	0.00	0.00	4,045.57	4,056.66	15,136.97
001-092	1,311.20	1,311.20	0.00	0.00	0.00	0.00	353.90	148.83	808.47
001-100	140,733.76	121,151.45	4,044.49	13,341.01	2,196.81	0.00	21,397.50	24,736.07	94,600.19
001-160	102,583.60	91,031.26	0.00	10,167.72	1,384.62	0.00	18,999.20	17,385.87	66,198.53
001-180	24,623.30	22,254.14	0.00	2,346.66	22.50	0.00	3,680.35	4,771.11	16,171.84
001-201	48,375.94	42,376.41	100.80	5,771.74	24.99	102.00	7,929.83	7,815.83	32,528.28
001-340	30,486.95	28,865.69	343.32	1,277.94	0.00	0.00	3,296.18	5,629.19	21,561.58
005-101	3,728.52	2,713.96	0.00	1,014.56	0.00	0.00	909.73	658.14	2,160.65
400-650	37,302.71	32,778.60	1,094.04	3,143.03	215.04	72.00	7,886.03	6,353.08	22,991.60
404-650	2,563.21	2,379.15	0.00	184.06	0.00	0.00	578.13	338.44	1,646.64
TOTALS	453,134.67	404,277.12	5,582.65	39,256.94	3,843.96	174.00	78,115.49	77,463.45	297,381.73

REGULAR INPUT: 269 MANUAL INPUT: 0 CHECK STUB COUNT: 0 DIRECT DEPOSIT STUB COUNT: 269

DEPT: ALL
PAYROLL NO#: 01
PAY PERIOD BEGINNING: 3/06/2020
PAY PERIOD ENDING: 3/19/2020

*** G R A N D T O T A L S ***

EARNINGS			BENF/REIMB		DEDUCTIONS				TAXES			
DESC	HRS	AMOUNT	DESC	AMOUNT	CD	ABBV	EMPLOYEE	EMPLOYER	DESC	TAXABLE	EMPLOYEE	EMPLOYER
TRAFF	0.00	1,001.00							FED W/H	1,001.00	54.29	
									ST WH MS	1,001.00	0.00	
									FICA	1,001.00	62.05	62.05
									MEDI	1,001.00	14.51	14.51
TOTALS:	0.00	1,001.00		0.00							130.85	76.56

DEPARTMENT RECAP

DEPT NO#	GROSS	REGULAR	OVERTIME	LEAVE	OTHER	BENEFITS	DEDUCTIONS	TAXES	NET
001-100	1,001.00	0.00	0.00	0.00	1,001.00	0.00	0.00	130.85	870.15
TOTALS	1,001.00	0.00	0.00	0.00	1,001.00	0.00	0.00	130.85	870.15

REGULAR INPUT: 4 MANUAL INPUT: 0 CHECK STUB COUNT: 0 DIRECT DEPOSIT STUB COUNT: 4

PACKET: 17842 Regular Payments

VENDOR SET: 01 **** CHECK LISTING ****

BANK : PYBK PAYROLL RELATED DISB

March 2020 month End

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
00027	MISS DEPT OF HUMAN SERVICE							
	I-CO5202003108558	VARIOUS CHILD SUPP MONTHLY	R	3/31/2020		75.00CR	146366	
	I-CO5202003248657	VARIOUS CHILD SUPP MONTHLY	R	3/31/2020		204.50CR	146366	279.50

PACKET: 17842 Regular Payments
VENDOR SET: 01 *** DRAFT/OTHER LISTING ***
BANK : PYBK PAYROLL RELATED DISB

VENDOR	NAME / I.D.	DESC	ITEM TYPE	ITEM DATE	DISCOUNT	AMOUNT	ITEM NO#	ITEM AMOUNT
00010	STATE TAX COMMISSION							
	I-T2 202003108558	STATE TAX WITHHOLDING	D	3/31/2020		12,227.00CR	000523	
	I-T2 202003248657	STATE TAX WITHHOLDING	D	3/31/2020		12,155.00CR	000523	24,382.00
00011	GOVT EMPL DEFERRED COMP P							
	I-ANN202003108558	ANNUITY	D	3/31/2020		2,170.00CR	000524	
	I-ANN202003248657	ANNUITY	D	3/31/2020		3,467.25CR	000524	5,637.25
00029	CITY OF RIDGELAND PAYROLL							
	I-RET202003108558	RETIREMENT	D	3/31/2020		115,879.57CR	000525	
	I-RET202003248657	RETIREMENT	D	3/31/2020		118,430.30CR	000525	234,309.87

* * T O T A L S * *	NO#	DISCOUNTS	CHECK AMT	TOTAL APPLIED
REGULAR CHECKS:	1	0.00	279.50	279.50
HANDWRITTEN CHECKS:	0	0.00	0.00	0.00
PRE-WRITE CHECKS:	0	0.00	0.00	0.00
DRAFTS:	3	0.00	264,329.12	264,329.12
VOID CHECKS:	0	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
CORRECTIONS:	0	0.00	0.00	0.00
REGISTER TOTALS:	4	0.00	264,608.62	264,608.62

TOTAL ERRORS: 0 TOTAL WARNINGS: 0

PACKET: 17842 Regular Payments
VENDOR SET: 01 *** DRAFT/OTHER LISTING ***
BANK : PYBK PAYROLL RELATED DISB

VENDOR	NAME / I.D.	DESC	ITEM TYPE	ITEM DATE	DISCOUNT	AMOUNT	ITEM NO#	ITEM AMOUNT

** POSTING PERIOD RECAP **

FUND	PERIOD	AMOUNT
001	3/2020	238,194.65CR
005	3/2020	2,291.53CR
400	3/2020	22,665.21CR
404	3/2020	1,457.23CR
ALL		264,608.62CR