

CITY OF BYRAM
MINUTES FOR REGULAR MEETING OF THE
MAYOR AND BOARD OF ALDERMEN
THURSDAY, FEBRUARY 8, 2024, 7:00 PM
City Hall: 5901 Terry Road, Byram, MS

1. Welcome and Call to Order

Mayor White called the meeting to order at 7:00 P.M.

2. Invocation

The invocation was given by Pastor Pam Cameron of Spring Ridge United Methodist Church

3. Pledge of Allegiance

4. Roll Call

Present: Richard White, Mayor
Erma Johnson, Alderman
Diandra Hosey, Alderman
Robert Amos, Alderman
Teresa Mack, Alderman
Roschelle Gibson, Alderman
David Moore, Alderman
Roshunda Harris-Allen, Alderman
Legal Counsel present: Attorney John Scanlon

5. Presented Items

- a. Approval to amend the agenda to include under Presented Items, items (e) and (f), authorization to execute the necessary matching funds document for the 2024 Surface Transportation Block Grant application submission, and discussion of an emergency repair of the Sewer Force Main at the Chevron Station at 7382 Siwell Road**

Motion to amend the agenda

Moved by: Alderman Gibson

Seconded by: Alderman Mack

MOTION Passed

Ayes: Johnson, Hosey, Amos, Mack, Gibson, Moore, Harris-Allen

- b. Approval of Resolution of the Mayor and Board of Aldermen of the City of Byram, Mississippi, Authorizing and Directing the Issuance of Tax Increment Financing Revenue Bonds, Series 2024 (Byram Town Center Project), of the City of Byram, Mississippi, in the Maximum Principal Amount of \$800,000 to Provide Funds for the Purpose of Paying or Reimbursing the Costs of Constructing Various Infrastructure Improvements for the Use or Benefit of the Byram Town Center Project, Pursuant to Plans, Including the Tax Increment Financing Plan, Presented**

To and Approved By the Municipality; Prescribing the Form and Incidents of the Bonds; Providing for the Collection, Segregation, and Distribution of the Tax Increment Revenues to be Derived from the Tax Increment Financing District Pursuant to the Tax Increment Financing Plan in an Amount Sufficient to Pay the Principal of and Interest on the Bonds; Authorizing Various Funds and Accounts, Including a Debt Service Reserve Fund; Making Provision for Maintaining the Tax-Exempt Status of the Bonds, if any; Approving and Authorizing the Execution of a Bond Purchase Agreement and a Placement Agreement for the Bonds; Acknowledging and Authorizing the Execution of Post Issuance Compliance Procedures; Approving and Authorizing the Execution and Distribution of a Bond Purchase Agreement Pertaining to the Sale of the Bonds; Engaging Various Professionals in Connection with the Issuance of the Bonds; and for Related Purposes

Motion to approve the Resolution as written

Moved by: Alderman Gibson

Seconded by: Alderman Harris-Allen

MOTION Passed

Ayes: Johnson, Hosey, Amos, Mack, Gibson, Moore, Harris-Allen

- c. Continuation of Hearing for consideration of a variance under the Mississippi Medical Cannabis Act for a cultivation facility and processing facility in a C-4 district**

Motion to approve variance

Moved by: Alderman Hosey

Seconded by: Alderman Amos

MOTION Passed

Ayes: Hosey, Amos, Mack, Gibson, Moore, Harris-Allen

Nays: Johnson

- d. Approval of Site Plan for Take 5 Oil Change**

Motion to approve site plan

Moved by: Alderman Gibson

Seconded by: Alderman Hosey

MOTION Passed

Ayes: Johnson, Hosey, Amos, Mack, Gibson, Moore, Harris-Allen

- e. Authorization to execute the necessary matching funds document for the 2024 Surface Transportation Block Grant application submission**

Motion to approve

Moved by: Alderman Gibson

Seconded by: Alderman Moore

MOTION Passed

Ayes: Johnson, Hosey, Amos, Mack, Gibson, Moore, Harris-Allen

f. Discussion of emergency sewer force main repair at the Chevron Station at 7382 Siwell Road

Motion to make a factual determination and a finding that an emergency exists as defined in Miss. Code Ann. § 31-7-1(i), making an emergency expenditure for a repair contract appropriate and necessary, and hereby declare an emergency due to circumstances existing and find that the immediate restoration of sewer force main is advisable and that the delay incident to obtaining competitive bids could cause adverse impact upon the governing authorities, its employees, and/or its citizens.

Moved by: Alderman Johnson

Seconded by: Alderman Hosey

MOTION Passed

Ayes: Johnson, Hosey, Amos, Mack, Gibson, Moore, Harris-Allen

6. Approval of Consent Agenda Items

Motion to approve Consent Agenda

Moved by: Alderman Harris-Allen

Seconded by: Alderman Gibson

MOTION Passed

Ayes: Johnson, Hosey, Amos, Mack, Gibson, Moore, Harris-Allen

- a. Approval of Minutes of the Special Called Work Session of the Mayor and Board of Aldermen held January 22, 2024**
- b. Approval of minutes of the Regular Meeting of the Mayor and Board of Aldermen held January 25, 2024**
- c. Approval for Ledireada Kent to attend the MML Spring 2024 Educational Program Advanced Workshop in Flowood, MS on April 4, 2024, at no cost to the City**
- d. Approval of payment in the amount of \$7,165.00 to Guest Consultants for January engineering services**
- e. Approval of payment in the amount of \$12,350.30 to McMaster & Associates, Inc., engineering services for Gary Road Bridge repairs, and \$5,648.62 for engineering services for the widening of the Siwell Rd/Terry Rd intersection**
- f. Acceptance of a \$7,500.00 Adopt a K-9 Grant from AKC Reunite to be used for the K-9 program**
- g. Acceptance of a grant in the amount of \$10,000.00 from Mississippi Families as Allies and the Hinds County Children's Coalition to be used for the 2024 Blue Dawgs program**
- h. Approval for Officer B. Armstrong, Officer J. Jackson, and Officer T. Johnson to attend "Survive and Thrive", a 16-Hour Training Class in Pearl, MS, February 26-27, 2024, at no cost to the City**

- i. **Approval for eight (8) firefighters to attend an EMT refresher course at Station 1 on February 6, 21 & 27, 2024 with \$735 registration fee and no travel expenses. The firefighters attending are H Horton, D Herrington, C Irving, D Jones, J Jones, S McElroy, S Smith and D Reed.**
- j. **Approval of payment in the amount of \$113.00 to Stegall Notary Service for renewal of Notary Commission for Lea Ann Warren.**
- k. **Approval of contract in the amount of \$5,000.00 with Slough Productions for stage, audio and lighting rental and service for the Swinging Bridge Festival**

7. Discussion and Action

- a. **Approval of Claims Docket in the amount of \$9,613,234.16 from January 17th through January 31st**
Motion to approve Claims Docket
Moved by: Alderman Gibson
Seconded by: Alderman Harris-Allen
MOTION Passed
Ayes: Johnson, Hosey, Amos, Mack, Gibson, Moore, Harris-Allen
- b. **Approval to hire a Police Officer II at \$18.50 per hour with full benefits, contingent upon successful completion of the hiring process**
Motion to hire Jamison Gordon as a Police Officer II at \$18.50 per hour with full benefits, contingent upon successful completion of the hiring process
Moved by: Alderman Hosey
Seconded by: Alderman Gibson
MOTION Passed
Ayes: Johnson, Hosey, Amos, Mack, Gibson, Moore, Harris-Allen
- c. **Approval to hire a Public Safety Dispatcher at \$13.25 per hour with full benefits, contingent upon successful completion of the hiring process**
Motion to hire Jessica Swindall as a Public Safety Dispatcher at \$13.25 per hour with full benefits, contingent upon successful completion of the hiring process.
Moved by: Alderman Johnson
Seconded by: Alderman Harris-Allen
MOTION Passed
Ayes: Johnson, Hosey, Amos, Mack, Gibson, Moore, Harris-Allen
- d. **Approval for elected officials to attend a CMO elective evening class in Ridgeland on Thursday, April 25th, with a registration fee of \$25.00 per person and no travel expense to the City**

Motion to approve

Moved by: Alderman Harris-Allen

Seconded by: Alderman Gibson

MOTION Passed

Ayes: Johnson, Hosey, Amos, Mack, Gibson, Moore, Harris-Allen

e. Department Heads Monthly Reports

No action taken

8. Public Comments

Bob Mabry of Lake Dockery Drive asked the Board for an update on the proposed sports complex

Tasha Lock of Fairway Avenue approached the Board to voice complaints about the builders of the new homes in her subdivision and to gain clarification on Homeowners Association status

9. Announcements

a. City Administrative Offices will be closed on Monday, February 19th in observance of Presidents Day

b. Regular Meeting of the Mayor and Board of Aldermen - Thursday, February 22nd, 7:00 P.M. at City Hall

c. Public Hearing concerning the establishment of election districts for the City of Byram - Thursday, February 22nd, 7:00 P.M. during the regular meeting of the Mayor and Board of Aldermen

d. Extra Table's March of the Mayors: from February 1st to March 1st, eight Jackson area Mayors are organizing food donations to benefit local food pantries. Mayor White is collecting 1-lb bags of rice. Please join with the City of Byram in helping feed hungry Mississippians by dropping off your donation of a pound (or more!) of rice off at Vowell's Marketplace, 5777 Terry Rd

10. Adjourn

Motion to adjourn at 8:22 P.M.

Moved by: Alderman Gibson

Seconded by: Alderman Harris-Allen

MOTION Passed

Ayes: Johnson, Hosey, Amos, Mack, Gibson, Moore, Harris-Allen

APPROVED:


Richard White, Mayor

Date

02/23/24

ATTEST:


Angela Rickburg, City Clerk

Date

02/23/24



CITY OF BYRAM
Claims Docket
01/17/2024 to 01/31/2024
FEBRUARY 9, 2024 CHECK RUN

Paid Claims:

PACKET # 8139	\$9,613,234.16	01/26/2024 AGENDA RUN	Pages 1-3 attached
PACKET # 8144	\$4,798.38	01/31/2024 END OF MONTH	Pages 4-6 attached
PACKET # 8151	\$175.00	01/31/2024 END OF MONTH	Page 7 attached

Unpaid Claims:

PACKET # 8155	\$41,750.38	02/09/2024 1st A.P. (IN HOUSE)	Pages 8-9 attached
PACKET # 8156	\$11,289.26	02/09/2024 1st A.P. (A/P AUTOMATION)	Pages 10-12 attached
PACKET # 8157	\$25,343.50	02/09/2024 1st A.P. (SEWER AUTOMATION)	Page 13 attached

Total Claims:	\$9,696,590.68		
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City of Byram, MS

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APPKT008139 - 01/26/2024 AGENDA RUN

By Docket/Claim Number

Vendor #	Vendor Name Payable Number	Docket/Claim # Payable Description	Payable Type	Payable Date	Item Description	Account Number	Payment Amount Distribution Amount
02916	ALFORD, JAMES EARL 01222024	DKT0035911 REFUND - OVERPAYMENT (DOCKET # 1	Invoice	01/22/2024	REFUND - OVERPAYMENT (DOCKET # 1	001-000-398	25.00 25.00
01291	ALL SEASONS EVENTS, INC 5755	DKT0035912 SBF 2024 DEPOSIT - TENTS, TABLES & I	Invoice	01/22/2024	SBF 2024 DEPOSIT - TENTS, TABLES & I	100-550-640	1,118.50 1,118.50
02913	APEL, THERESE 0000002	DKT0035913 PREPARED PIO CLASS X2 STUDENTS	Invoice	01/24/2024	PREPARED PIO CLASS X2 STUDENTS	001-200-611	600.00 600.00
00161	AT & T 01112024	DKT0035914 NCIC MONITORING 01/11/2024 - 02/1	Invoice	01/11/2024	NCIC MONITORING 01/11/2024 - 02/1	001-200-609	38.41 38.41
02691	C SPIRE WIRELESS 01072024	DKT0035915 ACCT# 0054631220, CELL PHONES, 12	Invoice	01/07/2024	ACCT# 0054631220, CELL PHONES, 12	001-120-606 001-140-606 001-140-606 001-200-606 001-200-606 001-260-606 001-260-606 001-280-606 001-301-606 001-301-606 001-550-606 400-700-606	2,271.33 34.48 51.85 34.48 489.10 1,103.36 34.48 195.64 97.82 97.82 34.48 48.91 48.91
00048	CENTERPOINT ENERGY PW01162024	DKT0035916 GENERATOR - ACCT# 11732033-3 (12/	Invoice	01/16/2024	GENERATOR - ACCT# 11732033-3 (12/	400-700-630	20.41 20.41
00631	CITY OF BYRAM 01252024	DKT0035917 JANUARY PAYROLL & A/P TRANSFER	Invoice	01/25/2024	JANUARY PAYROLL & A/P TRANSFER	400-000-005	16,298.90 16,298.90
02938	CITY OF BYRAM CADENCE 2% PA 01252024	DKT0035918 TRANSFER TO CADENCE	Invoice	01/25/2024	TRANSFER TO CADENCE	101-000-380	176,000.00 176,000.00
02936	CITY OF BYRAM CADENCE 2012 C 01252024	DKT0035919 TRANSFER TO CADENCE	Invoice	01/25/2024	TRANSFER TO CADENCE	200-000-380	491,504.00 491,504.00
02935	CITY OF BYRAM CADENCE 2017 E 01252024	DKT0035920 TRANSFER TO CADENCE	Invoice	01/25/2024	TRANSFER TO CADENCE	215-000-380	565,056.39 565,056.39
02934	CITY OF BYRAM CADENCE 2018 S 01252024	DKT0035921 TRANSFER TO CADENCE	Invoice	01/25/2024	TRANSFER TO CADENCE	220-000-380	354,401.75 354,401.75

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Vendor #	Vendor Name	Docket/Claim #	Payable Type	Payable Date	Item Description	Account Number	Payment Amount
	Payable Number	Payable Description					Distribution Amount
02940	CITY OF BYRAM CADENCE ARPA	DKT0035922					2,819,230.55
	01252024	TRANSFER TO CADENCE	Invoice	01/25/2024	TRANSFER TO CADENCE	115-000-380	2,819,230.55
02932	CITY OF BYRAM CADENCE GENE	DKT0035923					3,500,000.00
	01252026	TRANSFER TO CADENCE	Invoice	01/25/2024	TRANSFER TO CADENCE	001-000-380	3,500,000.00
02926	CITY OF BYRAM CADENCE HB135	DKT0035924					110,000.00
	01242024	TRANSFER OF FUNDS TO CADENCE	Invoice	01/24/2024	TRANSFER OF FUNDS TO CADENCE	130-000-380	110,000.00
02925	CITY OF BYRAM CADENCE HB603	DKT0035925					250,000.00
	01242024	TRANSFER OF FUNDS TO CADENCE	Invoice	01/24/2024	TRANSFER OF FUNDS TO CADENCE	132-000-380	250,000.00
02924	CITY OF BYRAM CADENCE HB603	DKT0035926					487,000.00
	01242024	TRANSFER OF FUNDS TO CADENCE	Invoice	01/24/2024	TRANSFER OF FUNDS TO CADENCE	131-000-380	487,000.00
02937	CITY OF BYRAM CADENCE LAW E	DKT0035927					1,192.71
	01252024	TRANSFER TO CADENCE	Invoice	01/25/2024	TRANSFER TO CADENCE	110-000-380	1,192.71
02923	CITY OF BYRAM CADENCE SB294	DKT0035928					401,400.00
	01242024	TRANSFER OF FUNDS TO CADENCE	Invoice	01/24/2024	TRANSFER OF FUNDS TO CADENCE	125-000-380	401,400.00
02921	CITY OF BYRAM CADENCE SEWEI	DKT0035929					250,000.00
	01242024	TRANSFER OF FUNDS TO CADENCE	Invoice	01/24/2024	TRANSFER OF FUNDS TO CADENCE	400-000-380	250,000.00
02939	CITY OF BYRAM CADENCE TOURI	DKT0035930					140,000.00
	01252024	TRANSFER TO CADENCE	Invoice	01/25/2024	TRANSFER TO CADENCE	100-000-380	140,000.00
02933	CITY OF BYRAM CADENCE UNEM	DKT0035931					45,039.75
	01252024	TRANSFER TO CADENCE	Invoice	01/25/2024	TRANSFER TO CADENCE	600-000-380	45,039.75
00994	FBINAA	DKT0035932					240.00
	51677-01012024	MEMBERSHIP DUES 2024 - DAVID W. E	Invoice	01/01/2024	MEMBERSHIP DUES 2024 - DAVID W. E	001-200-622	120.00
	72661-01012024	MEMBERSHIP DUES 2024 - RICARDO K	Invoice	01/01/2024	MEMBERSHIP DUES 2024 - RICARDO K	001-200-622	120.00
02927	FOLEY, ELENA	DKT0035933					75.00
	01242024	REFUND - UPWARD BASKETBALL FOR I	Invoice	01/24/2024	REFUND - UPWARD BASKETBALL FOR I	001-000-318	75.00
02928	GIBSON, KEITH	DKT0035934					150.00
	01242024	REFUND - UPWARD BASKETBALL FOR I	Invoice	01/24/2024	REFUND - UPWARD BASKETBALL FOR I	001-000-318	75.00
						001-000-318	75.00
02919	HARRIS, MARIAM M.	DKT0035935					100.00
	009	BALLOON COLUMNS - JOB FAIR @ STA	Invoice	01/23/2024	BALLOON COLUMNS - JOB FAIR @ STA	001-200-505	25.00
						001-260-505	25.00
						001-301-505	25.00
						400-700-505	25.00
02855	JXN WATER INC	DKT0035936					43.94
	FD01102024	ACCT# 1836400000 (12/07/2023 - 01/	Invoice	01/10/2024	ACCT# 1836400000 (12/07/2023 - 01/	001-260-630	43.94
02915	LYRIC HOTEL WEST END	DKT0035937					117.00
	01192024	CONF# 908709637, BILL MILEY, MARCI	Invoice	01/19/2024	CONF# 908709637, BILL MILEY, MARCI	001-550-610	117.00

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Vendor #	Vendor Name Payable Number	Docket/Claim # Payable Description	Payable Type	Payable Date	Item Description	Account Number	Payment Amount Distribution Amount
01107	MRPA 080923-03	DKT0035938 REGISTR - BILL MILEY, MARCH 6-7, CLE	Invoice	01/10/2024	REGISTR - BILL MILEY, MARCH 6-7, CLE	001-550-611	100.00
00078	MS MUNICIPAL CLERKS & COLLE 01222024	DKT0035939 ANNUAL MEMBERSHIP DUES	Invoice	01/22/2024	ANNUAL MEMBERSHIP DUES	001-140-622	142.50
00689	NFPA 01182024-1 01182024-2	DKT0035940 MEMBERSHIP - FRED GREEN, ID# 3315 MEMBERSHIP - MICHAEL STERLING, IC	Invoice Invoice	01/18/2024 01/18/2024	MEMBERSHIP - FRED GREEN, ID# 3315 MEMBERSHIP - MICHAEL STERLING, IC	001-260-622 001-260-622	350.00 175.00 175.00
02929	POPE, CHRISTOPHER 01242024	DKT0035941 REFUND - UPWARD BASKETBALL FOR /	Invoice	01/24/2024	REFUND - UPWARD BASKETBALL FOR /	001-000-318	75.00
01239	SHRM 01172024	DKT0035942 MEMBERSHIP - LEDIREADA KENT 02/0	Invoice	01/17/2024	MEMBERSHIP - LEDIREADA KENT 02/0	001-140-611	424.00
02124	STARKEY, LISA 01112024	DKT0035943 TRAVEL REIMBURSEMENT, BOSSIER CI	Invoice	01/11/2024	TRAVEL REIMBURSEMENT, BOSSIER CI	001-200-610	38.67
02931	VB ONE LLC INV0078746 INV0078748	DKT0035944 VB ONE LLC VB ONE LLC	Invoice Invoice	01/25/2024 01/25/2024	VB ONE LLC VB ONE LLC	400-000-156 400-000-156	115.03 39.16 75.87
02930	VB ONE, LLC INV0078744 INV0078750	DKT0035945 VB ONE, LLC VB ONE, LLC	Invoice Invoice	01/25/2024 01/25/2024	VB ONE, LLC VB ONE, LLC	400-000-156 400-000-156	65.32 34.42 30.90
Total Claims: 35						Total Payment Amount:	9,613,234.16



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By Docket/Claim Number

	Vendor Name	Docket/Claim #					Payment Amount
Vendor #	Payable Number	Payable Description	Payable Type	Payable Date	Item Description	Account Number	Distribution Amount
02119	ATMOS ENERGY CORP	DKT0035946					166.84
	01222024	ACCT# 3063492252 (FIRE) 01/11/2024	Invoice	01/22/2024	ACCT# 3063492252 (FIRE) 01/11/2024	001-260-630	166.84
00123	CAPITAL ONE TRADE CREDIT	DKT0035947					642.94
	00021	LG PLANNER, AW SEA 5CT, AWOIL FALI	Invoice	01/08/2024	LG PLANNER, AW SEA 5CT, AWOIL FALI	001-260-500	9.84
						001-260-505	47.92
	00492	FOIL & SARAN WRAP FOR CITY HALL	Invoice	12/21/2023	FOIL & SARAN WRAP FOR CITY HALL	001-195-505	11.60
	04506	TWIST NOZZLES, GARDEN HOSE	Invoice	01/19/2024	TWIST NOZZLES, GARDEN HOSE	001-260-505	64.73
	05574	TAPE, BATTERIES	Invoice	01/05/2024	TAPE, BATTERIES	001-200-500	18.47
						001-200-505	58.48
	06012	PO7066 FD OFFICE, CLEANING SUPPL	Invoice	12/21/2023	PO7066 FD OFFICE, CLEANING SUPPL	001-260-500	34.70
					PO7066 FD OFFICE, CLEANING SUPPL	001-260-510	278.78
	06563	WATER FILTERS	Invoice	01/17/2024	WATER FILTERS	001-260-505	112.44
	09888	DCK MED GAP	Invoice	01/19/2024	DCK MED GAP	001-260-505	5.98
00052	COMCAST	DKT0035948					105.82
	CH01182024	ACCT# 8396 41 043 0118550 (01/22/2	Invoice	01/18/2024	ACCT# 8396 41 043 0118550 (01/22/2	001-195-605	105.82
02322	CONNECTICUT-CCSPC						421.48
	INV0078462		Invoice	01/12/2024		001-000-125	210.74
	INV0078671		Invoice	01/26/2024		001-000-125	210.74
00666	ERRINGTON, DAVID	DKT0035950					41.17
	01242024	TRAVEL REIMBURSEMENT, MONTGOM	Invoice	01/24/2024	TRAVEL REIMBURSEMENT, MONTGOM	001-200-610	41.17
02919	HARRIS, MARIAM M.	DKT0035951					100.00
	009	BALLOON COLUMNS - JOB FAIR @ STA	Invoice	01/23/2024	BALLOON COLUMNS - JOB FAIR @ STA	001-200-505	25.00
						001-260-505	25.00
						001-301-505	25.00
						400-700-505	25.00
01222	HENLEY, ROSS E.						100.00
	INV0078515		Invoice	01/12/2024		001-000-125	50.00
	INV0078723		Invoice	01/26/2024		001-000-125	50.00
02855	JXN WATER INC	DKT0035953					40.30
	PD01122024	ACCT# 3179300000 (12/07/2023 - 01/	Invoice	01/12/2024	ACCT# 3179300000 (12/07/2023 - 01/	001-200-630	40.30
02855	JXN WATER INC	DKT0035954					32.90
	CH01122024	ACCT# 1665300000 (12/07/2023 - 01/	Invoice	01/12/2024	ACCT# 1665300000 (12/07/2023 - 01/	001-195-630	32.90
02855	JXN WATER INC	DKT0035955					32.90
	DRP01162024	ACCT# 1740745981 (12/08/2023 - 01/	Invoice	01/16/2024	ACCT# 1740745981 (12/08/2023 - 01/	001-550-630	32.90

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Vendor #	Vendor Name	Docket/Claim #	Payable Type	Payable Date	Item Description	Account Number	Payment Amount
	Payable Number	Payable Description				Distribution Amount	
01968	LEGAL SHIELD	DKT0035956					207.40
	CM0001528		Credit Memo	01/29/2024		001-000-123	-0.04
	INV0078485		Invoice	01/12/2024		001-000-123	13.95
	INV0078486		Invoice	01/12/2024		001-000-123	16.95
	INV0078487		Invoice	01/12/2024		001-000-123	17.95
	INV0078488		Invoice	01/12/2024		001-000-123	9.48
	INV0078489		Invoice	01/12/2024		001-000-123	9.48
	INV0078490		Invoice	01/12/2024		001-000-123	9.48
	INV0078491		Invoice	01/12/2024		001-000-123	9.48
	INV0078694		Invoice	01/26/2024		001-000-123	13.95
	INV0078695		Invoice	01/26/2024		001-000-123	16.95
	INV0078696		Invoice	01/26/2024		001-000-123	17.95
	INV0078697		Invoice	01/26/2024		001-000-123	9.48
	INV0078698		Invoice	01/26/2024		001-000-123	9.48
	INV0078699		Invoice	01/26/2024		001-000-123	9.48
	INV0078700		Invoice	01/26/2024		001-000-123	9.48
	INV0078781		Invoice	01/31/2024		001-000-123	33.90
02698	MENDELSON LAW FIRM	DKT0035957					363.63
	INV0078782		Invoice	01/31/2024		001-000-125	363.63
02772	RAWLINGS, DAVID C.	DKT0035958					643.50
	INV0078460		Invoice	01/12/2024		001-000-125	155.75
	INV0078461		Invoice	01/12/2024		001-000-125	166.00
	INV0078669		Invoice	01/26/2024		001-000-125	155.75
	INV0078670		Invoice	01/26/2024		001-000-125	166.00

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Vendor #	Vendor Name	Docket/Claim #	Payable Type	Payable Date	Item Description	Account Number	Payment Amount
	Payable Number	Payable Description				Distribution Amount	
00322	SOUTHERN STATES POLICE BENE	DKT0035959					399.50
	INV0078498		Invoice	01/12/2024		001-000-124	11.75
	INV0078499		Invoice	01/12/2024		001-000-124	11.75
	INV0078500		Invoice	01/12/2024		001-000-124	11.75
	INV0078501		Invoice	01/12/2024		001-000-124	11.75
	INV0078502		Invoice	01/12/2024		001-000-124	11.75
	INV0078503		Invoice	01/12/2024		001-000-124	11.75
	INV0078504		Invoice	01/12/2024		001-000-124	11.75
	INV0078505		Invoice	01/12/2024		001-000-124	11.75
	INV0078506		Invoice	01/12/2024		001-000-124	11.75
	INV0078507		Invoice	01/12/2024		001-000-124	11.75
	INV0078508		Invoice	01/12/2024		001-000-124	11.75
	INV0078509		Invoice	01/12/2024		001-000-124	11.75
	INV0078510		Invoice	01/12/2024		001-000-124	11.75
	INV0078511		Invoice	01/12/2024		001-000-124	11.75
	INV0078512		Invoice	01/12/2024		001-000-124	11.75
	INV0078513		Invoice	01/12/2024		001-000-124	11.75
	INV0078514		Invoice	01/12/2024		001-000-124	11.75
	INV0078706		Invoice	01/26/2024		001-000-124	11.75
	INV0078707		Invoice	01/26/2024		001-000-124	11.75
	INV0078708		Invoice	01/26/2024		001-000-124	11.75
	INV0078709		Invoice	01/26/2024		001-000-124	11.75
	INV0078710		Invoice	01/26/2024		001-000-124	11.75
	INV0078711		Invoice	01/26/2024		001-000-124	11.75
	INV0078712		Invoice	01/26/2024		001-000-124	11.75
	INV0078713		Invoice	01/26/2024		001-000-124	11.75
	INV0078714		Invoice	01/26/2024		001-000-124	11.75
	INV0078715		Invoice	01/26/2024		001-000-124	11.75
	INV0078716		Invoice	01/26/2024		001-000-124	11.75
	INV0078717		Invoice	01/26/2024		001-000-124	11.75
	INV0078718		Invoice	01/26/2024		001-000-124	11.75
	INV0078719		Invoice	01/26/2024		001-000-124	11.75
	INV0078720		Invoice	01/26/2024		001-000-124	11.75
	INV0078721		Invoice	01/26/2024		001-000-124	11.75
	INV0078722		Invoice	01/26/2024		001-000-124	11.75
02364	STEWART, KEVIN THOMAS	DKT0035960					1,500.00
	JAN2024	PUBLIC DEFENDER FOR JANUARY 2024	Invoice	01/26/2024	PUBLIC DEFENDER FOR JANUARY 2024	001-110-672	1,500.00
Total Claims: 15						Total Payment Amount:	4,798.38



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APPKT008151 - 01/31/2024 END OF MONTH

By Docket/Claim Number

Vendor #	Vendor Name	Payable Number	Docket/Claim #	Payable Description	Payable Type	Payable Date	Item Description	Account Number	Payment Amount
									Distribution Amount
02942	BUSBY, CHRISTOPHER	01292024	DKT0035961	REFUND - UPWARD BASKETBALL FOR J	Invoice	01/29/2024	REFUND - UPWARD BASKETBALL FOR J	001-000-318	75.00
02919	HARRIS, MARIAM M.	009-B	DKT0035962	BALLOON COLUMNS	Invoice	01/23/2024	BALLOON COLUMNS	001-200-505	100.00
								001-260-505	25.00
								001-301-505	25.00
								400-700-505	25.00
Total Claims: 2								Total Payment Amount:	175.00



City of Byram, MS

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APPKT008155 - 02/09/2024 1st A.P. (IN HOUSE)

By Docket/Claim Number

Vendor #	Vendor Name	Payable Number	Payable Description	Payable Type	Payable Date	Item Description	Account Number	Payment Amount Distribution Amount
02703	AMERICAN BANKERS INSURANCE	PD11282023	POLICY # 9905143438, 141 SOUTHPOINTE	Invoice	11/28/2023	POLICY # 9905143438, 141 SOUTHPOINTE	001-200-625	2,744.00
00423	RAWORTH & HARVEL, LLC	FEB2024	130 SOUTHPOINTE DR SUITE #G (FEBRUARY)	Invoice	02/02/2024	130 SOUTHPOINTE DR SUITE #G (FEBRUARY)	001-200-688	1,750.00
02599	ODP BUSINESS SOLUTIONS	347575013001	OFFICE SUPPLIES	Invoice	01/15/2024	OFFICE SUPPLIES	001-110-500	356.18
							001-195-500	121.90
							001-195-510	224.70
		347594675001	CARPET CLEANER	Invoice	01/13/2024	CARPET CLEANER	001-195-510	9.58
0005	ENTERGY	10018452383	ACCT# 197777121 (WELCOME SIGN) 1	Invoice	01/26/2024	ACCT# 197777121 (WELCOME SIGN) 1	001-550-630	41.09
0005	ENTERGY	85007775851	ACCT# 104018296 (STREETLIGHTS) 12	Invoice	01/25/2024	ACCT# 104018296 (STREETLIGHTS) 12	001-301-631	41.09
02096	MS DEPARTMENT OF REVENUE	01252024-1	UNDERCOVER TAG RENEWAL FOR VEHICLE	Invoice	01/25/2024	UNDERCOVER TAG RENEWAL FOR VEHICLE	001-200-696	6,603.21
02096	MS DEPARTMENT OF REVENUE	01252024-2	UNDERCOVER TAG RENEWAL FOR VEHICLE	Invoice	01/25/2024	UNDERCOVER TAG RENEWAL FOR VEHICLE	001-200-696	14.75
00052	COMCAST	PD01232024	ACCT# 8396 41 046 0063338 (01/24/24)	Invoice	01/23/2024	ACCT# 8396 41 046 0063338 (01/24/24)	001-200-605	14.75
01498	ELABOR, CYNTHIA	01302024	MILEAGE ADVANCE - OXFORD, MS, FEI	Invoice	01/30/2024	MILEAGE ADVANCE - OXFORD, MS, FEI	001-140-610	370.66
00007	MILLS, SCANLON, DYE & PITTMAN	JAN2024-S	SEWER SERVICES	Invoice	01/30/2024	SEWER SERVICES	400-700-603	72.24
00007	MILLS, SCANLON, DYE & PITTMAN	JAN2024	GENERAL SERVICES	Invoice	01/30/2024	GENERAL SERVICES	001-110-603	12,382.50
							001-110-671	11,607.85
							001-120-603	1,986.10
							001-190-603	3,879.75
							001-195-603	525.00
00482	CENTRAL MS AUTO PARTS INC.	749179	PURGE VALVE KIT, SNAP RING PLIERS	Invoice	01/25/2024	PURGE VALVE KIT, SNAP RING PLIERS	001-260-559	1,872.75
							001-260-570	3,344.25
		749270	TURBO VALVE	Invoice	01/25/2024	TURBO VALVE	001-260-570	212.93

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APPKT008155 - 02/09/2024 1st A.P. (IN HOUSE)

Vendor #	Vendor Name	Docket/Claim #	Payable Description	Payable Type	Payable Date	Item Description	Account Number	Payment Amount
	Payable Number							Distribution Amount
02047	AMAZON CAPITAL SERVICES							77.63
	14LV-3HGX-HHV	SCREEN PROTECTOR	Invoice	01/25/2024	SCREEN PROTECTOR	001-200-505		24.98
	196P-4FRP-J69Q	TAPE	Invoice	01/25/2024	TAPE	001-280-500		7.39
	1PJ1-3VQL-LYQY	SELF INKING STAMP, BUSINESS LOGO/I	Invoice	02/02/2024	SELF INKING STAMP, BUSINESS LOGO/I	001-110-500		45.26
02047	AMAZON CAPITAL SERVICES							149.49
	1QL4-CXWY-DNKP	GLOVES	Invoice	01/24/2024	GLOVES	400-700-505		65.67
						400-700-505		34.96
						400-700-681		6.99
	1RNJ-Q19T-3PVG	REFLECTORS, GLOVES	Invoice	01/27/2024	REFLECTORS, GLOVES	400-700-505		21.89
						400-700-576		12.99
						400-700-681		6.99
02703	AMERICAN BANKERS INSURANCE							4,786.00
	PW11282023	POLICY # 8705143460, 550 EXECUTIVE	Invoice	11/28/2023	POLICY # 8705143460, 550 EXECUTIVE	001-301-625		2,393.00
						400-700-625		2,393.00
00390	HOLIDAY INN EXPRESS							283.10
	01242024	SBF 2024 -CONF# 83877707, DR ZARR'	Invoice	01/24/2024	SBF 2024 -CONF# 83877707, DR ZARR'	100-550-676		283.10
00042	AT&T							284.00
	01232024	CIRCUIT ID 01/23/2024 - 02/22/2024	Invoice	01/23/2024	CIRCUIT ID 01/23/2024 - 02/22/2024	001-200-605		284.00
Total Claims: 17							Total Payment Amount:	41,750.38



City of Byram, MS

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APPKT008156 - 02/09/2024 1st A.P. (A/P AUTOMATION)

By Docket/Claim Number

Vendor #	Vendor Name	Payable Number	Payable Description	Payable Type	Payable Date	Item Description	Account Number	Payment Amount Distribution Amount
00611	BARNETT'S BODY SHOP	DKT0035972						244.85
	76276	OIL CHANGE, LABOR	Invoice	01/18/2024	OIL CHANGE, LABOR	001-200-570		124.95
	76318	OIL CHANGE	Invoice	01/29/2024	OIL CHANGE	001-200-570		59.95
	76343	OIL CHANGE	Invoice	01/31/2024	OIL CHANGE	001-200-570		59.95
00233	CARTRUST	DKT0035973						68.49
	209288	OIL CHANGE	Invoice	01/19/2024	OIL CHANGE	001-301-570		68.49
01197	CINTAS CORPORATION #210	DKT0035974						89.97
	4180507063	UNIFORM RENTALS	Invoice	01/17/2024	UNIFORM RENTALS	001-301-535		23.64
						001-550-535		1.92
						400-700-535		4.43
	4181282170	UNIFORM RENTALS	Invoice	01/24/2024	UNIFORM RENTALS	001-301-535		23.64
						001-550-535		1.92
						400-700-535		4.43
	4181997934	UNIFORM RENTALS	Invoice	01/31/2024	UNIFORM RENTALS	001-301-535		23.64
						001-550-535		1.92
						400-700-535		4.43
01748	COAST TO COAST COMPUTER PR	DKT0035975						209.98
	A2632083	TONER	Invoice	01/30/2024	TONER	001-110-500		209.98
00730	DICKERSON & BOWEN	DKT0035976						150.71
	85106	SURFACE SC-1 TYPE 2	Invoice	01/17/2024	SURFACE SC-1 TYPE 2	001-301-572		150.71
01380	ELEVATOR SAFETY INSPECTION S	DKT0035977						235.00
	MS-6731	PO7094 FD ANNUAL ELEVATOR SAFE	Invoice	01/16/2024	PO7094 FD ANNUAL ELEVATOR SAFE	001-260-560		235.00

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APPKT008156 - 02/09/2024 1st A.P. (A/P AUTOMATION)

Vendor #	Vendor Name	Docket/Claim #	Payable Description	Payable Type	Payable Date	Item Description	Account Number	Payment Amount
	Payable Number							Distribution Amount
00058	FLEETCOR TECHNOLOGIES OPER.	DKT0035978						5,446.74
	NP65803236	VEHICLE FUEL FOR 01/15/2024 - 01/21/2024	Invoice	01/22/2024	VEHICLE FUEL FOR 01/15/2024 - 01/21/2024	001-190-525		41.58
						001-200-525		1,393.76
						001-260-525		418.31
						001-280-525		53.29
						001-301-525		250.06
						001-550-525		76.20
						400-700-525		110.76
	NP65831338	VEHICLE FUEL FOR 01/22/2024 - 01/28/2024	Invoice	01/29/2024	VEHICLE FUEL FOR 01/22/2024 - 01/28/2024	001-190-525		48.67
						001-200-525		1,794.89
						001-260-525		304.97
						001-280-525		44.59
						001-301-525		386.49
						001-550-525		77.43
						400-700-525		445.74
00069	JACKSON PAPER	DKT0035979						725.48
	1362493	PAPERTOWELS, TISSUE, LYSOL	Invoice	12/06/2023	PAPERTOWELS, TISSUE, LYSOL	001-195-510		196.86
	1362503	CENTERPULL PAPERTOWELS, TRASH LI	Invoice	12/06/2023	CENTERPULL PAPERTOWELS, TRASH LI	001-195-510		103.65
	1366009	LYSOL TOILET CLEANER	Invoice	01/12/2024	LYSOL TOILET CLEANER	001-200-510		56.95
	1366061	PAPERTOWELS, PINE-SOL	Invoice	01/12/2024	PAPERTOWELS, PINE-SOL	001-200-505		21.28
						001-200-510		45.00
	1366291	PO7105 FD PAPER PRODUCTS FOR FII	Invoice	01/15/2024	PO7105 FD PAPER PRODUCTS FOR FII	001-260-505		212.34
	1367845	TISSUE, PINE-SOL	Invoice	01/31/2024	TISSUE, PINE-SOL	001-195-510		89.40
00406	LEWIS ELECTRIC	DKT0035980						810.00
	M2024.08	PO7092 FD REPAIR LIGHTS IN UPSTAI	Invoice	01/11/2024	PO7092 FD REPAIR LIGHTS IN UPSTAI	001-260-560		810.00
00544	ONEWAY	DKT0035981						166.90
	22924	TABLE CLOTHS, TABLE RUNNERS	Invoice	01/17/2024	TABLE CLOTHS, TABLE RUNNERS	001-200-646		166.90
00096	O'REILLY AUTOMOTIVE STORES,	DKT0035982						9.74
	1676-189962	CAPSULE	Invoice	01/24/2024	CAPSULE	001-190-570		9.74
00848	PUCKETT MACHINERY COMPANY	DKT0035983						1,760.00
	WOEN5504114	GENERATOR MAINTENANCE	Invoice	01/30/2024	CITY HALL GENERATOR MAINTENANCE	001-195-575		700.00
	WOEN5504115	PO7117 PW GENERATOR MAINTENAN	Invoice	01/30/2024	PO7117 PW GENERATOR MAINTENAN	001-280-650		265.00
						001-301-650		265.00
						001-550-650		265.00
						400-700-650		265.00
00193	REPUBLIC SERVICES, INC	DKT0035984						766.36
	0823-001130734	PD BASIC SERVICE 02/01/2024 - 02/29	Invoice	01/26/2024	PD BASIC SERVICE 02/01/2024 - 02/29	001-200-685		306.86
	0823-001130820	PW BASIC SERVICE 01/01/2024 - 01/31	Invoice	01/26/2024	PW BASIC SERVICE 01/01/2024 - 01/31	001-301-685		459.50

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APPKT008156 - 02/09/2024 1st A.P. (A/P AUTOMATION)

Vendor #	Vendor Name	Docket/Claim #	Payable Description	Payable Type	Payable Date	Item Description	Account Number	Payment Amount
	Payable Number							Distribution Amount
00089	REVELL HARDWARE	DKT0035985						157.51
	190312/4		SHARKBIE ELBOW & COUPLER, SANDP.	Invoice	01/25/2024	SHARKBIE ELBOW & COUPLER, SANDP.	001-550-505	43.71
	190316/4		SHARKBITE COUPLE	Invoice	01/25/2024	SHARKBITE COUPLE	001-550-505	18.39
	190353/4		CABLE TIE	Invoice	01/29/2024	CABLE TIE	001-550-505	14.16
	190391/4		BUG SPRAY, BULBS	Invoice	01/30/2024	BUG SPRAY, BULBS	001-550-505	40.37
	190413/4		NUTS, BOLTS, FASTENERS, CABLE TIE, S	Invoice	01/31/2024	NUTS, BOLTS, FASTENERS, CABLE TIE, S	001-301-505	36.89
	190416/4		CONCRETE MIX 40LB.	Invoice	01/31/2024	CONCRETE MIX 40LB.	001-280-505	3.99
01618	SHRED-IT USA	DKT0035986						87.58
	8006116633		CUSTOMERJ # 1000683303 (CH/RECYC	Invoice	01/31/2024	CUSTOMERJ # 1000683303 (CH/RECYC	001-110-681	43.79
							001-140-681	43.79
00194	THE SOUTHERN CONNECTION, LI	DKT0035987						145.00
	29024		BOOTS	Invoice	01/22/2024	BOOTS	001-200-535	145.00
00340	THORNTON, MELVIN G	DKT0035988						70.94
	83771		OIL CHANGE	Invoice	01/22/2024	OIL CHANGE	001-260-570	70.94
01940	TIRE HUB	DKT0035989						144.01
	39714243		TIRE	Invoice	01/18/2024	TIRE	001-200-570	144.01
Total Claims: 18							Total Payment Amount:	11,289.26



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APPKT008157 - 02/09/2024 1st A.P. (SEWER AUTOMATION)

By Docket/Claim Number

	Vendor Name	Docket/Claim #					Payment Amount
Vendor #	Payable Number	Payable Description	Payable Type	Payable Date	Item Description	Account Number	Distribution Amount
02659	DELTA TRENCHERS, INC	DKT0035963					53.47
	P29299	Y-STRAINER	Invoice	01/30/2024	Y-STRAINER	400-700-575	53.47
00516	DULANEY ELECTRIC & ASSOCIATI	DKT0035964					262.50
	9552	PO7107 CONTACTOR REPAIR ON SEWA	Invoice	01/10/2024	PO7107 CONTACTOR REPAIR ON SEWA	400-700-577	262.50
00018	ELLIOTT SECURITY & ELECTRONIC	DKT0035965					315.00
	23819	PO7104 REPLACE CAMERA & WIRING	Invoice	01/17/2024	PO7104 REPLACE CAMERA & WIRING	400-700-560	315.00
01616	FLUID PROCESS & PUMPS, LLC	DKT0035966					10,046.00
	0027755	PO7087 REPLACE PUMP 844 MEADOV	Invoice	01/11/2024	PO7087 REPLACE PUMP 844 MEADOV	400-700-556	3,475.00
	0027819	PO7085 PUMP LAKE RIDGELEA W 50 F	Invoice	01/25/2024	PO7085 PUMP LAKE RIDGELEA W 50 F	400-700-556	3,096.00
	0027821	PO7103 REPLACE PUMP 457 LINE ST L	Invoice	01/25/2024	PO7103 REPLACE PUMP 457 LINE ST L	400-700-556	3,475.00
02350	HYDRA SERVICE, INC	DKT0035967					2,967.25
	175004	PO7067 PUMP RENTAL DOROTHY LAN	Invoice	01/12/2024	PO7067 PUMP RENTAL DOROTHY LAN	400-700-640	2,188.00
	175207	PO7096 SERVICE CALL RENFROW STAT	Invoice	01/19/2024	PO7096 SERVICE CALL RENFROW STAT	400-700-577	284.25
	175435	PO7111 CROSSBRIDGE PUMP SERVICE	Invoice	01/26/2024	PO7111 CROSSBRIDGE PUMP SERVICE	400-700-577	495.00
00488	MEL LUNA SAW COMPANY	DKT0035968					917.88
	95060	PO7115 LAWNMOWER MAINTENANC	Invoice	01/29/2024	PO7115 LAWNMOWER MAINTENANC	400-700-575	917.88
00089	REVELL HARDWARE	DKT0035969					93.90
	190189/4	COMPRESSION COUPLETS	Invoice	01/19/2024	COMPRESSION COUPLETS	400-700-505	21.23
	190207/4	ELBOW, PVC ADAPTER, SXS PVC COUPL	Invoice	01/19/2024	ELBOW, PVC ADAPTER, SXS PVC COUPL	400-700-577	5.92
	190375/4	PVP PIPE, COUPLINGS	Invoice	01/29/2024	PVP PIPE, COUPLINGS	400-700-556	21.74
	190384/4	COUPLINGS	Invoice	01/30/2024	COUPLINGS	400-700-577	45.01
02876	RODGERS, DAVID A	DKT0035970					8,400.00
	850927	PO7101 NIGHT WORK BYRAM PARKW	Invoice	01/15/2024	PO7101 NIGHT WORK BYRAM PARKW	400-700-635	7,000.00
	850929	PO7102 PUMP 4 LOADS BYRAM PARK	Invoice	01/18/2024	PO7102 PUMP 4 LOADS BYRAM PARK	400-700-635	1,400.00
02639	THE PEOPLES BANK	DKT0035971					2,287.50
	12152023	G. O. BONDS, SERIES 2015	Invoice	12/15/2023	G. O. BONDS, SERIES 2015	400-700-810	2,287.50
					Total Claims: 9	Total Payment Amount:	25,343.50

RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF BYRAM, MISSISSIPPI, AUTHORIZING AND DIRECTING THE ISSUANCE OF TAX INCREMENT FINANCING REVENUE BONDS, SERIES 2024 (BYRAM TOWN CENTER PROJECT), OF THE CITY OF BYRAM, MISSISSIPPI, IN THE MAXIMUM PRINCIPAL AMOUNT OF \$800,000 TO PROVIDE FUNDS FOR THE PURPOSE OF PAYING OR REIMBURSING THE COSTS OF CONSTRUCTING VARIOUS INFRASTRUCTURE IMPROVEMENTS FOR THE USE OR BENEFIT OF THE BYRAM TOWN CENTER PROJECT, PURSUANT TO PLANS, INCLUDING THE TAX INCREMENT FINANCING PLAN, PRESENTED TO AND APPROVED BY THE MUNICIPALITY; PRESCRIBING THE FORM AND INCIDENTS OF THE BONDS; PROVIDING FOR THE COLLECTION, SEGREGATION, AND DISTRIBUTION OF THE TAX INCREMENT REVENUES TO BE DERIVED FROM THE TAX INCREMENT FINANCING DISTRICT PURSUANT TO THE TAX INCREMENT FINANCING PLAN IN AN AMOUNT SUFFICIENT TO PAY THE PRINCIPAL OF AND INTEREST ON THE BONDS; AUTHORIZING VARIOUS FUNDS AND ACCOUNTS, INCLUDING A DEBT SERVICE RESERVE FUND; MAKING PROVISION FOR MAINTAINING THE TAX-EXEMPT STATUS OF THE BONDS, IF ANY; APPROVING AND AUTHORIZING THE EXECUTION OF A BOND PURCHASE AGREEMENT AND A PLACEMENT AGREEMENT FOR THE BONDS; ACKNOWLEDGING AND AUTHORIZING THE EXECUTION OF POST ISSUANCE COMPLIANCE PROCEDURES; APPROVING AND AUTHORIZING THE EXECUTION AND DISTRIBUTION OF A BOND PURCHASE AGREEMENT PERTAINING TO THE SALE OF THE BONDS; ENGAGING VARIOUS PROFESSIONALS IN CONNECTION WITH THE ISSUANCE OF THE BONDS; AND FOR RELATED PURPOSES.

WHEREAS, the Mayor and Board of Aldermen of the City of Byram, Mississippi, acting for and on behalf of the City of Byram, Mississippi, hereby finds, determines, adjudicates, and declares as follows:

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

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

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

“Board” means the Board of Supervisors of the County.

“Bonds” shall mean the Municipality's Tax Increment Financing Revenue Bonds, Series 2024 (Byram Town Center Project), authorized and directed to be issued in this Bond Resolution. The Bonds shall be in the maximum principal amount of \$800,000, but in the actual amount sold and issued pursuant to the Bond Purchase Agreement, out of the total authorized amount of \$5,500,000.

“Bond Counsel” shall mean Watkins & Eager PLLC, Jackson, Mississippi, or any other nationally recognized attorneys on the subject of municipal bonds (a “Nationally Recognized Bond Counsel”).

“Bond Fund” shall mean the Tax Increment Financing Bond Fund (Byram Town Center Project), including a Reserve Fund, if any, as created by Section 2.01 of this Bond Resolution and provided for in the Interlocal Agreement.

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

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

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

“Bond Year” shall mean, with respect to the Bonds, the period beginning on the Closing Date and ending with the ensuing last day of September, and each one-year period thereafter during which any of the Bonds remain Outstanding; provided, however, that the final Bond Year shall end on the date the Bonds are retired.

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

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

“Chancery Clerk” shall mean the Chancery Clerk of the County.

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

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

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

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

“Counsel to the Municipality” shall mean Mills Scanlon Dye & Pittman, Ridgeland, Mississippi, as Counsel to the Municipality.

“County” shall mean Hinds County, Mississippi.

“County Ad Valorem TIF Revenues” shall mean 50% of the County’s additional ad valorem tax revenues received by the County resulting from ad valorem taxes on the Captured Assessed Value of real property, including personal property located thereon, within the boundaries of the TIF District, as defined and calculated in the manner set forth in the TIF Act.

“Debt Service Reserve Requirement” means the lesser of the following: (i) the maximum amount of principal and interest becoming due in the current or any future bond year (meaning each one year period beginning on the Closing Date of one year and ending on the last day of September of the following year) on all Bonds then outstanding; (ii) 120% of average annual debt service on the Bonds; or (iii) 10% of the stated principal amount of the Bonds.

“Developers” shall mean, together, BTC, LLC, a Mississippi limited liability company and the Wal-Mart Real Estate Business Trust, a Delaware statutory trust, any affiliates or any entities related thereto, or any successors or assigns thereof, the developers of the Project.

“Development and Reimbursement Agreement” shall mean, together, the development and reimbursement agreements between the Municipality and the Developers dated June 9, 2011 February 27, 2014, and January 25, 2024.

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

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

“Governing Body” shall mean the Mayor and Board of Aldermen of the Municipality.

“Holder” or “Bondholder” or any similar term, shall mean any person who shall be the Registered Owner of any Outstanding Bonds.

“Improvement Fund” shall mean the Tax Increment Financing Improvement Fund (Byram Town Center Project), created by Section 2.01 of this Bond Resolution.

“Infrastructure Improvements” shall mean various public infrastructure improvements, as described further in the TIF Plan, including, but not limited to, installing or constructing various infrastructure improvements for the use or benefit of the Project, which may include but are not limited to, acquiring and constructing improvements, which may include, but not necessarily be limited to, installation, rehabilitation and/or relocation of utilities such as water and sanitary sewer; construction, renovation, demolition or rehabilitation of drainage improvements, roadways, curbs, gutters, sidewalks, and surface parking; demolition of structures; relocation of electrical lines; lighting; signalization; landscaping of rights-of way; related soft costs including, but not limited

to, architectural/engineering fees, attorney's fees, TIF Plan preparation fees, issuance costs, capitalized interest, and other related soft costs.

"Interlocal Agreement" shall mean the Tax Increment Financing Interlocal Cooperation Agreement between the Municipality and the County, pursuant to the Act and Sections 17-13-1, *et seq.*, Mississippi Code of 1972, as amended (the "Interlocal Act"), wherein the Municipality and the County agree to pay a portion of the Bonds from the TIF Revenues, as provided in such Interlocal Agreement. The Interlocal Agreement was approved by the Attorney General, as evidenced by letter dated September 12, 2011. The Interlocal Agreement was filed with the Mississippi Secretary of State on September 16, 2011, and filed with the County on September 22, 2011.

"Mayor" shall mean the Mayor of the Municipality.

"Municipality" shall mean the City of Byram, Mississippi.

"Municipality Ad Valorem TIF Revenues" shall mean 100% of the Municipality's additional ad valorem tax revenues received by the Municipality resulting from ad valorem taxes on the Captured Assessed Value of real property, including personal property located thereon, within the boundaries of the TIF District, as defined and calculated in the manner set forth in the TIF Act.

"Municipal Advisor" shall mean Government Consultants, Inc., Madison, Mississippi, as "independent registered municipal advisor" to the Municipality.

"Original Assessed Value" shall mean with regard to ad valorem taxes of the Municipality and the County, the assessed value of all real and personal property included in the TIF District at the time the TIF Plan was approved by the County on May 2, 2011, and by the City on June 9, 2011.

"Outstanding" in connection with the Bonds shall mean, as of the time in question, all Bonds authenticated and delivered pursuant to this Bond Resolution, or any resolution authorizing and directing the issuance of the Series 2017 Bonds, except:

- (a) Bonds deemed paid pursuant to Section 9.02 hereof; and
- (b) Bonds in substitution for which other Bonds have been authenticated and delivered pursuant to Sections 3.03(b), 3.04, or 3.05.

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

"Paying Agent" shall mean any bank, trust company, other institution, or the City Clerk, as designated whether herein or hereafter by the Governing Body, to make payments of the

principal of and interest on the Bonds, to serve as registrar and transfer agent for the registration of owners of the Bonds, and for the performance of other duties as may be herein or hereafter specified by the Governing Body.

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

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

“Placement Agent” shall mean the placement agent, if any, engaged by the Municipality to facilitate the sale of the Bonds to the Purchaser.

“Placement Agreement” shall mean the agreement between the Municipality and the Placement Agent, if any, pursuant to which the Placement Agent will arrange for the sale of the Bonds by the Municipality and the purchase of the Bonds by the Purchaser.

“Procedures” shall mean the Post Issuance Compliance Procedures, in substantially the form attached hereto as **Attachment C**.

“Project” shall mean the approximately 38-acre mixed-use development known as the Byram Town Center Project, located along Siwell Road and near the intersection with Terry Road in the Municipality, as described more fully in the TIF Plan.

“Purchaser” shall mean the purchaser of the Bonds.

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

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

“Redevelopment Plan” shall mean the Municipality’s *Tax Increment Financing Redevelopment Plan, City of Byram, Mississippi, April 2011*, as amended from time to time.

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

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

“Reserve Fund” means the debt service reserve fund by that name created by Section 2.01 of this Bond Resolution.

“Sales Tax TIF Revenues” shall mean 100% of the increase in the amount of the municipal sales tax diversion received by the Municipality from sales taxes collected within the boundaries of the TIF District, based upon the Original Sales Value, and as calculated in the manner set forth in the Act.

“Series 2017 Bonds” shall mean the Municipality’s Tax Increment Financing Revenue Bonds, Series 2017 (Byram Town Center Project), in the principal amount of \$4,700,000, dated August 16, 2017.

“State” shall mean the State of Mississippi.

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

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

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

“TIF Plan” shall mean the Municipality’s *Tax Increment Financing Plan, Byram Town Center Project, Byram, Mississippi, April 2011*.

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

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

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

3. The Governing Body of the Municipality has heretofore on May 12, 2011, adopted a resolution declaring its intention to exercise its tax increment financing power pursuant to the Act and the Redevelopment Plan, and called a public hearing on the TIF Plan to be held on June 9, 2011. Notice of the public hearing on the TIF Plan was published in *The Clarion-Ledger* on May 23, 2011, and May 30, 2011. On June 9, 2011, the Governing Body held a public hearing on the TIF Plan and adopted a resolution approving the TIF Plan.

4. The Board of the County has heretofore on April 18, 2011, adopted a resolution declaring its intention to approve the TIF Plan and called a public hearing on the TIF Plan held on May 2, 2011. Notice of the public hearing on the TIF Plan was published in *The Jackson Advocate* on April 21, 2011, and April 28, 2011. On May 2, 2011, the Board of the County held a public hearing on the TIF Plan and adopted a resolution approving the TIF Plan.

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

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

7. On April 28, 2011, the Governing Body of the Municipality adopted a resolution approving the execution of the Development and Reimbursement Agreement pertaining to the Project between the Municipality and the Developers. The Development and Reimbursement Agreement was executed on June 9, 2011, by the Mayor and the City Clerk of the Municipality and an authorized representative of the Developers.

8. On February 27, 2014, the Municipality adopted a resolution approving and confirming the execution of an Amended Development and Reimbursement Agreement between the Municipality and the Developers. The Amended Development and Reimbursement Agreement was executed on February 27, 2014.

9. On January 25, 2024, the Municipality adopted a resolution approving and confirming the execution of a Second Amended Development and Reimbursement Agreement between the Municipality and the Developers. The Amended Development and Reimbursement Agreement was executed on January 25, 2024.

10. Together, the Development and Reimbursement Agreement, the Amended Development and Reimbursement Agreement, and the Second Amended Development and Reimbursement Agreement are the "Development and Reimbursement Agreement."

11. On April 28, 2011, the Governing Body of the Municipality adopted a resolution authorizing the Municipality to enter into the Interlocal Agreement with the County and to divert a sufficient portion of County Ad Valorem TIF Revenues to the payment or deposit of Bond Payments, as provided for in the Interlocal Agreement and in this Bond Resolution.

12. On May 2, 2011, the Board of the County adopted a resolution authorizing the County to enter into the Interlocal Agreement with the Municipality and to divert Ad Valorem TIF Revenues of the County to the payment or deposit of Bond Payments, as provided for in the Interlocal Agreement and in this Bond Resolution.

13. The Interlocal Agreement was executed by the County and the Municipality on June 9, 2011, and forwarded to the Attorney General of the State for approval. The Interlocal Agreement has been approved by the Attorney General, as evidenced by letter dated September 12, 2011. The Interlocal Agreement was filed with the Mississippi Secretary of State on September 16, 2011, and filed with the County on September 22, 2011.

14. The Original Assessed Value, as such term is defined in the Act, of all real and personal property included in the TIF District, according to the Ad Valorem Tax Assessment Certificate of the Tax Assessor of the County dated January 6, 2017, was \$0.00, as of January 1, 2011. A copy of such certification is attached hereto as **Attachment A**.

15. The Original Sales Tax Diversion Amount, as such term is defined in the Act, of the sales tax collected within the TIF District and diverted to the Municipality, as determined by the Mississippi Department of Revenue as of March 31, 2011, according to the Sales Tax Diversion Certificate of the Mississippi Department of Revenue dated September 23, 2016, was \$0.00. A copy of such certification is attached hereto as **Attachment A**.

16. The Municipality has previously issued its Series 2017 Bonds for the partial reimbursement to the Developers of the costs of the Infrastructure Improvements for the Project.

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

18. The maximum aggregate principal amount of the Bonds authorized herein is \$800,000. The actual amount issued pursuant to this Bond Resolution shall be such amount as is actually sold and delivered pursuant to the Bond Purchase Agreement. Any authorized but unissued amount may be issued pursuant to subsequent deliberations and actions of the Municipality.

19. The Municipality will size the principal amount of the Bonds so that the principal amount of the Bonds will equal the lesser of (1) such amount as can be retired out of the projected TIF Revenues, as determined by the Municipality in accordance with fact, and (2) \$800,000.

20. Pursuant to the TIF Act and the TIF Plan, the TIF Bonds will be sized based upon and secured by a pledge of the TIF Revenues .

21. Pursuant to the Act, the Municipality is authorized to sell the Bonds at private sale, such sale to be consummated pursuant to the Placement Agreement and/or the Bond Purchase Agreement, and it is necessary and appropriate for the Municipality to approve the Bond Purchase Agreement, in substantially the form attached hereto as **Attachment B**, and to approve the Placement Agreement, if any, and to authorize the Mayor to execute the Placement Agreement, if any, and to execute the Bond Purchase Agreement on behalf of the Municipality provided that: (a) the aggregate principal amount of the Bonds shall not exceed \$800,000, (b) the Bond Purchase Agreement shall be executed within one year of the adoption of this Bond Resolution, (c) the term of the Bonds shall not exceed 15 years or not longer than the remaining life of the TIF District, (d) the overall interest rate for the Bonds shall not exceed 11% per annum, and (e) the payments of principal and interest can be made from projected TIF Revenues as provided for in this Bond Resolution and in the Interlocal Agreement.

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

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

24. The Bonds are not "private activity bonds" as such term is defined in Section 141 of the Code and the Governing Body does not reasonably anticipate that the Municipality or any other subordinate entities thereof will issue more than \$10,000,000 of "qualified tax-exempt obligations" (other than "private activity bonds") in this calendar year. It is necessary to designate the Bonds as "qualified tax-exempt obligations" within the meaning of Section 265(b)(3) of the Code.

25. The Bond Purchase Agreement pertaining to the sale of the Bonds should be approved by the Governing Body of the Municipality, and copies thereof distributed to prospective purchasers of the Bonds.

26. The Governing Body of the Municipality desires to approve and adopt the Post Issuance Compliance Procedures, in substantially the form attached hereto as **Attachment C**.

27. The Municipality desires to go forward with preparation for the issuance of the Bond and in connection therewith desires to affirm and/or approve the engagement of certain professionals to assist with the issuance of the Bonds by the execution of letters of engagement and disclosure attached hereto as **Attachment D**.

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

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF BYRAM, MISSISSIPPI, AS FOLLOWS:

**ARTICLE I.
STATUTORY AUTHORITY; SALE AND AWARD OF BONDS**

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

SECTION 1.02. **ENGAGEMENT OF PROFESSIONALS.** In connection with the issuance of the Bonds for the payment or reimbursement of all or a portion of the Costs of the Infrastructure Improvements for the Project, the Governing Body of the Municipality affirms and/or approves the engagement of certain professionals to assist with the issuance of the Bonds and authorizes the Mayor and/or the City Clerk to execute letters of engagement and disclosure, as necessary. The Governing Body of the Municipality affirms or authorizes the engagement of the following: (a) the Placement Agent, if any; (b) Watkins & Eager PLLC, Jackson, Mississippi, to serve as Bond Counsel; (c) Mills Scanlon Dye & Pittman, Ridgeland, Mississippi, to serve as Counsel to the Municipality; and (d) Government Consultants, Inc., Madison, Mississippi, to serve as "independent registered municipal advisor". The Mayor and the City Clerk are authorized to execute any required letters of engagement and/or disclosure attached hereto as **Attachment D**.

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

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

(b) Placement Agreement. The Placement Agreement, if any, is hereby approved, and the Mayor is authorized to execute and deliver the Placement Agreement for and on behalf of the Municipality, with such completions, changes, insertions, and modifications as shall be approved by the Mayor and the Placement Agent, if any, the execution thereof by the Mayor to be conclusive evidence of such approval by the Municipality.

(c) Bond Purchase Agreement. The Bond Purchase Agreement, in substantially the form attached hereto as **Attachment B**, is hereby approved, and the Mayor is authorized to execute and deliver the Bond Purchase Agreement for and on behalf of the Municipality, with such completions, changes, insertions, and modifications as shall be approved by the Mayor and the Purchaser, the execution thereof by the Mayor to be conclusive evidence of such approval by the Municipality, provided that: (a) the aggregate principal amount of the Bonds shall not exceed \$800,000, (b) the Bond Purchase Agreement shall be executed within one year of the adoption of this Bond Resolution, (c) the term of the Bonds shall not exceed 15 years or not longer than the remaining life of the TIF District, (d) the overall interest rate for the Bonds shall not exceed 11% per annum, and (e) the payments of principal and interest can be made from projected TIF Revenues as provided for in this Bond Resolution and in the Interlocal Agreement.

ARTICLE II.

ESTABLISHMENT OF FUNDS; APPLICATION OF BOND PROCEEDS

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

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

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

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

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

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

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

(b) Improvement Fund. After the payment of the costs of the authorization, issuance, sale, validation, execution, and delivery of the Bonds and the funding of a Reserve Fund, if required by the Municipality or the Purchaser in the Bond Purchase Agreement, the remaining proceeds of the sale of the Bonds shall be deposited into the Improvement Fund.

ARTICLE III. AUTHORIZATION, TERMS AND EXECUTION OF THE BONDS

SECTION 3.01. AUTHORIZATION AND TERMS OF THE BONDS; REDEMPTION PRIOR TO MATURITY. (a) In order to finance the payment or reimbursement of all or a portion of the Costs of the Infrastructure Improvements for the Project, the Bonds are hereby authorized and directed to be issued. The Bonds shall be issued as fully registered bonds; shall be dated such date specified in the Bond Purchase Agreement; shall be in the actual principal amount specified in the Bond Purchase Agreement; shall be in the denominations specified in the Bond Purchase Agreement; shall be numbered consecutively in numerical order from one upward; shall bear interest from the date thereof at the rates specified in the Bond Purchase Agreement, commencing on a date specified in the Bond Purchase Agreement, payable semiannually on such dates in each year as specified in the Bond Purchase Agreement; and shall mature, subject to prior redemption, if so provided in the Bond Purchase Agreement, on the dates and in the years and principal amounts specified in the Bond Purchase Agreement.

(b) The Bonds shall be issued in such actual amount as is specified in the Bond Purchase Agreement and actually sold and delivered.

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

(d) Optional Redemption.

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

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

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

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

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

SECTION 3.02. PAYMENTS OF INTEREST AND PRINCIPAL.

(a) Payments of principal shall be made upon presentation and surrender of the Bonds then due for payment at the principal office of the Paying Agent to the Record Date Registered Owner in lawful money of the United States of America.

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

(c) Interest on the Bonds shall be paid and, following presentation and surrender of the Bonds as set forth in Section 3.02 hereof, principal of the Bonds shall be paid by check or draft delivered to or mailed on the applicable Payment Date to the Registered Owners at the addresses appearing in the registration records of the Paying Agent. Any such address may be changed by written notice from the Registered Owner to the Paying Agent by certified mail, return receipt requested, or such other method as may be subsequently prescribed or allowed by the Paying Agent, such notice to be received by the Paying Agent not later than the fifteenth day of the calendar month preceding the applicable Payment Date to be effective as of such date.

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

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

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

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

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

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

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

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

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

(g) The Bonds herein directed to be issued shall be submitted to validation pursuant to the provisions of Sections 31-13-1 *et seq.*, Mississippi Code of 1972, as amended, and, to that end,

the City Clerk is hereby instructed to make up, certify, and transmit to the State Bond Attorney a transcript of proceedings and other documents relating to the issuance of the Bonds.

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

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

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

(b) The Municipality and the Paying Agent may deem and treat the person in whose name any Bond shall be registered upon the books of the Municipality as the absolute owner thereof, whether such Bond shall be overdue or not, for the purpose of receiving payment of the principal and accrued interest on such Bond and for all other purposes. All such payments so made to any such Registered Owner or upon his order shall be valid and effectual to satisfy and discharge the liability of the Municipality upon such Bond to the extent of the sum or sums so paid. Neither the Municipality nor the Paying Agent shall be affected by any notice to the contrary.

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

SECTION 3.06. REGULATIONS WITH RESPECT TO EXCHANGES AND TRANSFERS. (a) In all cases in which the privilege of exchanging or transferring Bonds is exercised, the Municipality shall execute and the Paying Agent, as Bond Registrar, shall authenticate and deliver Bonds in accordance with provisions of this Bond Resolution without expense to the Bondholders.

(b) Neither the Municipality nor the Paying Agent shall be obligated to exchange or transfer any Bond during the 15 days next preceding (i) a Payment Date or (ii) in the case of any proposed redemption of Bonds, the date of the mailing of notice of such redemption.

SECTION 3.07. PROVISIONS CONCERNING THE PAYING AGENT.

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

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

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

(d) (1) A Paying Agent may at any time resign and be discharged of its duties and obligations as Paying Agent by giving at least sixty days written notice to the Municipality, and may be removed as Paying Agent at any time by resolution of the Governing Body delivered to the Paying Agent. The resolution shall specify the date on which such removal shall take effect and the name and address of the successor Paying Agent, and shall be transmitted to the Paying Agent being removed within a reasonable time prior to the effective date thereof. Provided, however, that no resignation or removal of a Paying Agent shall become effective until a successor Paying Agent has been appointed pursuant to this Bond Resolution.

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

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

Owners and all other records, documents and instruments relating to its duties as such Paying Agent.

(4) Any successor Paying Agent other than the City Clerk appointed pursuant to 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.

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

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

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

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

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

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

**UNITED STATES OF AMERICA
STATE OF MISSISSIPPI
CITY OF BYRAM, MISSISSIPPI
TAX INCREMENT FINANCING REVENUE BONDS, SERIES 2024
(BYRAM TOWN CENTER PROJECT)**

NO. R-_____ \$ _____

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

Registered Owner:

Principal Amount: _____ DOLLARS

The City of Byram, Mississippi (the "Municipality"), a political subdivision existing pursuant to the Constitution and laws of the State of Mississippi (the "State"), acknowledges itself to owe and for value received, promises to pay in lawful money of the United States of America to the registered owner identified above, on the maturity date stated above, upon the presentation and surrender of this Bond at the principal corporate trust office of _____, _____, or its successor, as paying agent (the "Paying Agent") for the \$ _____ Tax Increment Financing Revenue Bonds, Series 2024 (Byram Town Center Project), of the Municipality, dated and issued _____, 20__ (the "Bonds"), on the maturity date identified above, the principal amount identified above. Payment of the principal amount of this Bond shall be made to the registered owner hereof whose name shall appear in the registration records of the Municipality maintained by the Paying Agent, which will also serve as registrar and transfer agent for the Bonds, as of the fifteenth day of the calendar month preceding the maturity date hereof.

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

Payments of principal of and interest on this Bond shall be made by check or draft delivered directly to or mailed on the date on which interest or principal and interest shall be due and payable (or, with respect to principal, such later date on which any Bond shall be presented and surrendered for payment as provided herein) to such registered owner at his address as it appears on such registration records. The registered owner hereof may change such address by written notice to the Paying Agent by certified mail, return receipt requested, or such other method as may be subsequently prescribed or allowed by the Paying Agent, such notice to be received by the Paying Agent not later than the fifteenth day of the calendar month preceding the applicable principal or interest payment date.

This Bond is 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 \$_____ to provide funds to pay or reimburse all or a portion of the Costs of the Infrastructure Improvements for the Project.

This Bond is issued pursuant to the authority of the Constitution and statutes of the State, including Sections 21-45-1 *et seq.*, Mississippi Code of 1972, as amended (the "Act"), and by the further authority of proceedings duly had by the Mayor and Board of Aldermen of the Municipality, including a resolution authorizing and directing the issuance of the Bonds adopted _____, 20__ (the "Bond Resolution"). Capitalized terms used herein and not otherwise defined shall have the meanings given in the Bond Resolution.

The Bonds are limited obligations of the Municipality payable solely from and secured by a pledge of a sufficient amount of the TIF Revenues as defined and provided for in the Bond Resolution, on a parity with the Municipality's Tax Increment Financing Revenue Bonds, Series 2017 (Byram Town Center Project), in the principal amount of \$4,700,000, dated August 16, 2017 (the "Series 2017 Bonds").

This Bond does not constitute an indebtedness of the Municipality within the meaning of any constitutional provision or statutory limitation of the State, and shall never constitute nor give rise to a pecuniary liability of the Municipality or a charge against its general credit or taxing power other than as provided in the Bond Resolution.

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

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

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

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

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

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

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

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

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

IT IS HEREBY CERTIFIED, RECITED, AND REPRESENTED that all conditions, acts, and things required by law to exist, to have happened, and to have been performed precedent to and in the issuance of the Bonds, in order to make the same legal and binding limited obligations of the Municipality, according to the terms thereof, do exist, have happened, and have been performed in regular and due time, form, and manner as required by law.

IN WITNESS WHEREOF, the Municipality has caused this Bond to be executed in its name by the manual or facsimile signature of the Mayor, countersigned by the manual or facsimile signature of the City Clerk, under the impressed or facsimile seal of the Municipality, which said facsimile signatures and seal said officials adopt as and for their own proper signatures and seal, all as of this day, February 8, 2024

City of Byram, Mississippi



Mayor

Attest:

Angela E. Pridemore
City Clerk

(seal)

Registration and Validation Certificate

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

City of Byram, Mississippi

Angela E. Pickens
City Clerk

(seal)

Certificate of Registration and Authentication

This Bond is one of the Bonds described in the within-mentioned Bond Resolution and is one of the Tax Increment Financing Revenue Bonds, Series 2024 (Byram Town Center Project) of the City of Byram, Mississippi.

_____, _____, _____
as Paying Agent

Authorized Signatory

Date of Registration and Authentication: _____

Assignment

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

(Name and Address of Assignee)

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

Signature guaranteed:

(Bank, Trust Company or Paying Agent)

(Authorized Signatory)

NOTICE: The signature to this Assignment
must correspond with the name of the
registered owner as it appears upon the face

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

of the within Bond in every particular, without any alteration whatsoever.

Date of Assignment: _____

Insert Social Security Number or other Tax Identification Number of Assignee

ARTICLE IV. SECURITY FOR THE BONDS

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

SECTION 4.02. PLEDGE OF MONEYS IN CERTAIN FUNDS AND ACCOUNTS. The amounts held in the Bond Fund are hereby pledged to the payment of the principal of and interest on the Bonds. The moneys in the Improvement Fund, to the extent not used for the payment or reimbursement of Infrastructure Improvements for the Project, are pledged to the use described in Section 6.01 hereof.

SECTION 4.03. RIGHTS OF REGISTERED OWNERS. The pledges made herein and the covenants and agreements herein set forth to be performed on behalf of the Municipality shall be for the equal benefit, protection, and security of the Registered Owners of any and all Bonds, all of which, regardless of the time or times of their authentication and delivery or maturity, shall be of equal rank without preference, priority, or distinction. Should there be a failure in any year to comply with the requirements of this Article, such failure shall not impair the right of the Registered Owners of any of the Bonds in any subsequent year.

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

ARTICLE V. TIF REVENUES AND APPLICATION THEREOF

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

SECTION 5.02. BOND FUND; DISCONTINUANCE OF PAYMENTS.

(a) Deposit of Ad Valorem TIF Revenues. County Ad Valorem TIF Revenues received by the Municipality from the County shall be received and deposited into the Bond Fund and those moneys provided for in this Bond Resolution and in the Interlocal Agreement shall be set aside or allocated to and deposited in the Bond Fund to provide for the Bond Payments on each Payment Date. Municipality Ad Valorem TIF Revenues are to be set aside and allocated to the Bond Fund pursuant to the Interlocal Agreement and to this Bond Resolution and shall be deposited in the Bond Fund.

(b) Pledge of Sales Tax TIF Revenues. Sales Tax TF Revenues shall be received and deposited into the Bond Fund and those moneys provided for in this Bond Resolution and in the Interlocal Agreement shall be set aside or allocated to and deposited in the Bond Fund to provide for the Bond Payments on each Payment Date.

(c) Pledge of TIF Revenues. A sufficient portion of all TIF Revenues are pledged to the payment of the Bonds and, to the extent needed to provide for the Bond Payments, shall be deposited in the Bond Fund as hereinafter provided.

(d) Tax Increment Financing Bond Fund (Byram Town Center Project). There shall be deposited into the Bond Fund from available TIF Revenues such amount that, together with moneys on deposit therein, will provide a sum for the payment of principal equal to the amount needed to pay the next installment of principal on the Bonds (including for this purpose any advancement of maturity pursuant to a mandatory sinking fund payment), and a sum for the payment of interest equal to the amount of interest to come due through to the next installment of principal.

(e) Additional Deposits to Bond Fund. In addition to the deposits into the Bond Fund described above in this Section, there shall also be deposited into the Bond Fund:

(1) the accrued interest, if any, received upon delivery of the Bonds as provided in Section 2.02(a) hereof;

(2) any income received from investment of moneys on deposit in the Bond Fund;

(3) any balance remaining in the Improvement Fund following completion of the Infrastructure Improvements which is transferred to the Bond Fund pursuant to Section 6.01 hereof; and

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

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

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

ARTICLE VI. IMPROVEMENT FUND

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

ARTICLE VII. COVENANTS OF THE MUNICIPALITY

SECTION 7.01. RESERVED.

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

148 of the Code, and any regulations thereunder as such may be applicable to the Bonds, at the time of such action, investment or use.

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

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

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

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

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

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

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

(b) The Bonds are secured by and payable from the TIF Revenues. Such taxes are generally applicable taxes which are enforced contributions exacted pursuant to legislative authority in the exercise of the taxing power that are imposed and collected for the purpose of raising revenue to be used for governmental purposes. Such taxes also have a uniform tax rate that is applied to all persons of the same classification in the appropriate jurisdiction and a generally applicable manner of determination and collection. No taxpayer has entered into an impermissible agreement with the Municipality relating to the payment of such taxes (e.g., an agreement to be personally liable on a tax that does not generally impose personal liability, to provide additional credit support such as a third party guarantee, or to pay unanticipated shortfalls; an agreement regarding the minimum market value of property subject to property tax; and an agreement not to challenge or seek deferral of the tax).

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

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

(e) The Municipality covenants and certifies that no payment of principal of or interest on the Bonds is or will be guaranteed (in whole or in part, directly or indirectly) by the United States of America, or any agency or instrumentality thereof or any entity with statutory authority to borrow from the United States of America. The Municipality represents, warrants and covenants that none of the proceeds of the Bonds will be: (1) used to make loans, the payment of principal of or interest on which is or will be guaranteed (in whole or in part, directly or indirectly) by the United States of America or any agency or instrumentality thereof or any entity with

statutory authority to borrow from the United States of America; or (2) invested (directly or indirectly) in any deposit or account which is insured pursuant to federal law by the Federal Deposit Insurance Corporation, the Federal Savings and Loan Insurance Corporation, the National Credit Union Administration, or any similar federally chartered corporation other than: (A) the investment of the proceeds of the Bonds for an initial temporary period (within the meaning of subparagraph 3(B) of Subsection 149(b) of the Code) until such proceeds are needed for the purpose for which the Bonds are being issued; (B) investments of a bona fide debt service fund (within the meaning of Subparagraph 3(B) of Subsection 149(b) of the Code); (C) investments of a reserve which meets the requirements of Subsection 148(d) of the Code; (D) investments in bonds issued by the Treasury of the United States of America; or (E) other investments permitted pursuant to regulations promulgated by the Internal Revenue Service pursuant to Subsection 149(b) of the Code.

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

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

(h) In the event the Municipality receives an opinion of Nationally Recognized Bond Counsel to the effect that any of the computations, deposits or payments referenced in Section 7.02 and Section 7.03 hereof are not required to be made in order to avoid adversely affecting the tax-exempt status of interest on the Bonds, the Municipality need not make such computations, deposits or payments; or, to the effect that compliance with any of the covenants set forth in Section 7.02 and Section 7.03 hereof is not necessary in order to avoid adversely affecting the tax-exempt status of interest on the Bonds, the Municipality need not comply with such covenants except to the extent provided in such opinion.

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

SECTION 7.04. BONDS AS QUALIFIED TAX-EXEMPT OBLIGATIONS. The Bonds are hereby designated as a portion of the \$10,000,000 of “qualified tax-exempt obligations” for calendar year 2024 within the meaning and for the purposes of Section 265(b)(3) of the Code.

ARTICLE VIII. DEFAULT

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

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

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

ARTICLE IX. DEFEASANCE

SECTION 9.01. RESERVED.

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

Bonds or interest installments for the payment or redemption of which moneys shall have been set aside and held in trust by the Paying Agent (through deposit by the Municipality of funds for such payment or redemption or otherwise) shall be deemed to have been paid within the

meaning and with the effect expressed in the first paragraph of this Section. All outstanding Bonds of a series shall, prior to the maturity or redemption date thereof, be deemed to have been paid within the meaning and with the effect expressed in the first paragraph of this Section if (a) in case any of the Bonds are to be redeemed on a date prior to their maturity, the Municipality shall have adopted a resolution or order directing the call and redemption of such Bonds on said date, (b) there shall have been deposited with the Paying Agent either moneys in an amount which shall be sufficient, or moneys which shall be invested in direct obligations of the United States of America, or obligations the principal of and interest on which is guaranteed by the United States of America, and which obligations are not redeemable prior to their maturity by the issuer or any other person other than the holder thereof, the principal of and the interest on which when due will provide money which, together with the moneys, if any, deposited with the Paying Agent at the same time, shall be sufficient, without reinvestment, to pay when due the principal and accrued interest, if applicable, and interest due and to become due on the Bonds on and prior to the redemption date or maturity date thereof, as the case may be, and (c) in the event the Bonds are not by their terms subject to redemption within the next succeeding sixty days, the Municipality shall have adopted a resolution or order directing the call and redemption of such Bonds on such date and notice to the holders of such Bonds has been given that the deposit required by (b) above has been made with the Paying Agent and that the Bonds are deemed to have been paid in accordance with this Section and stating such maturity or redemption date upon which moneys are to be available for the payment of the principal and accrued interest, if applicable, on the Bonds. Neither investments nor moneys deposited with the Paying Agent pursuant to this Section nor principal or interest payments on any such investments shall be withdrawn or used for any purpose other than, and shall be held in trust for, the payment of the principal or interest payments on the Bonds; provided, that if the interest on such investments deposited with the Paying Agent, if not then needed for such purpose, may to the extent practicable and legally permissible, be reinvested in investments of the type allowed in Section 5.03 of this Bond Resolution maturing at times and in amounts sufficient to pay when due the principal and accrued interest, if applicable, and interest due or to become due on the Bonds to the redemption date or maturity date thereof, as the case may be, and interest earned from such reinvestments may be paid over to the Municipality, as received by the Paying Agent, free and clear of any trust, lien or pledge.

ARTICLE X. MISCELLANEOUS

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

SECTION 10.02. MODIFICATION OR AMENDMENT. (a) No material modification or amendment of this Bond Resolution or of any resolution amendatory hereof or supplemental hereto, may be made without the consent in writing of the Holders of two-thirds or more in principal amount of the Bonds then Outstanding; provided, however, that no modification or amendment shall permit a change in the maturity of the Bonds or a reduction in the rate of interest

thereon, or affect the unconditional promise of the Municipality to pay the interest and principal on the Bonds, as the same mature and become due, from the TIF Revenues, or reduce such percentage of Holders of the Bonds required above for such modification or amendment without the consent of the Holders of all of the Bonds.

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

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

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

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

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

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

SECTION 10.04. PAYMENTS DUE ON DAYS OTHER THAN BUSINESS DAYS. In any case where the date of maturity of interest on or principal of the Bonds or the date fixed for redemption of any Bonds, or the date on which any moneys are required to be deposited into any fund or account pursuant hereto, shall be in the city in which the principal office of the Paying Agent is located a day other than a Business Day, then paying of interest or principal, and premium, if any, or deposit into the Funds pursuant hereto, need not be made on such date but shall be made on the next succeeding Business Day with the same force and effect as if made on the date of maturity or the date fixed for redemption, or the date fixed for deposit into a Fund, and no interest shall accrue for the period after such date.

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

notwithstanding that such amounts are combined with other moneys of the Municipality in a combined deposit or investment.

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

SECTION 10.07. RESERVED.

SECTION 10.08. POST ISSUANCE COMPLIANCE PROCEDURES. The Municipality hereby approves and adopts the Post Issuance Compliance Procedures, in substantially the form attached hereto as **Attachment C**.

SECTION 10.09. CERTIFICATES REGARDING TAX VALUES.

(a) CERTIFICATES OF TAX ASSESSOR OF THE COUNTY. The City Clerk is hereby further authorized and directed to request and deliver a certificate each year from the Tax Assessor of the County while the TIF Plan is in effect certifying the Captured Assessed Value of the real and personal property included in the TIF Plan, in substantially the form attached hereto as **Attachment A**.

(b) CERTIFICATES OF THE MISSISSIPPI DEPARTMENT OF REVENUE. The City Clerk is hereby further authorized and directed to request from the Mississippi Department of Revenue a certification of the original value of the sales tax diversion revenues and to request each year while the TIF Plan is in effect a certificate of the Mississippi Department of Revenue certifying the Captured Assessed Value of sales tax diversion revenues derived from the TIF District pursuant to the Act to the extent that such information is not otherwise available or determinable, in substantially the form attached hereto as **Attachment A**.

SECTION 10.10. BOOK-ENTRY ONLY SYSTEM. Notwithstanding anything herein to the contrary and unless specifically declined by the Purchaser of the Bonds, the Bonds shall be initially issued in the form of a separate, single, and fully registered Bond for each of the maturities thereof. In such case, upon initial issuance, the ownership of each such Bond shall be registered in the Bond Register in the name of Cede & Co., as nominee of DTC, all of the outstanding Bonds shall be registered in the Bond Register in the name of Cede & Co., as nominee of DTC.

With respect to Bonds registered in the Bond Register in the name of Cede & Co., as nominee of DTC, the Municipal and the Paying Agent shall have no responsibility or obligation to any participant for whom DTC is a security depository nominee ("DTC participants") or to any Person on behalf of whom such a DTC participant holds an interest in the Bonds. Without limiting the immediately preceding sentence, the Municipality and the Paying Agent shall have no responsibility or obligation with respect to (a) the accuracy of the records of DTC, Cede & Co. or any DTC participant with respect to any ownership interest in the Bonds, (b) the delivery to any

DTC participant or any other Person, other than a Registered Owner, as shown in the Bond Register, of any notice with respect to the Bonds, including any notice of redemption, or (c) the payment to any DTC participant or any other Person, other than a Registered Owner, as shown in the Bond Register, of any amount with respect to principal of, premium, if any, or interest on, the Bonds. Notwithstanding any other provision of this Bond Resolution to the contrary, the Municipality and the Paying Agent shall be entitled to treat and consider the Person in whose name each Bond is registered in the Bond Register as the absolute owner of such Bond for the purpose of payment of principal, premium, if any, and interest with respect to such Bond, for the purpose of giving notices of redemption and other matters with respect to such Bond, for the purpose of registering transfers with respect to such Bond, and for all other purposes whatsoever. The Paying Agent, shall pay all principal of, premium, if any, and interest on the Bonds only to or upon the order of the respective Registered Owners, as shown in the Bond Register as provided in this Bond Resolution, or their respective attorneys duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the Municipality's obligations with respect to payment of principal of, premium, if any, and interest on the Bonds to the extent of the sum or sums so paid. No person other than a Registered Owner, as shown in the Bond Register, shall receive a bond certificate evidencing the obligation of the Municipality to make payments of principal, premium, if any, and interest pursuant to this Bond Resolution. Upon delivery by DTC to the Paying Agent of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., and subject to the provisions in this Bond Resolution with respect to interest checks or drafts being mailed to the Registered Owner at the close of business on the Record Date, the words "Cede & Co." in this Bond Resolution shall refer to such new nominees of DTC.

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

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

ARTICLE XI.
FURTHER ACTION; REPEALING CLAUSE AND EFFECTIVE DATE;
DESIGNATION OF BONDS

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

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

Following the reading of the foregoing resolution and discussion thereof, Alderman Gibson moved and Alderman Harris-Allen seconded the motion to adopt the foregoing resolution, and the question being put to a roll call vote, the result was as follows:

Alderman Robert Amos	voted: <u>AYE</u>
Alderman Roschelle Gibson	voted: <u>AYE</u>
Alderman Roshunda Harris-Allen	voted: <u>AYE</u>
Alderman Diandra Hosey	voted: <u>AYE</u>
Alderman Erma Johnson	voted: <u>AYE</u>
Alderman Teresa Mack	voted: <u>AYE</u>
Alderman David Moore	voted: <u>AYE</u>

The motion having received the affirmative vote of a majority of the members present, the Mayor declared the motion carried and the resolution adopted this day, February 8, 2024.

City of Byram, Mississippi



Mayor

Angela E. Pickling
City Clerk

(seal)

Attachment A

**Certificates of the Tax Assessor of Hinds County, Mississippi,
and the Mississippi Department of Revenue**

Diversion Certificate



Date: 9/23/16

GOURAS & ASSOCIATES
ATTN: CHRISTIANA SUGG
POST OFFICE BOX 1465
RIDGELAND MS 39158-1465

**City of BYRAM Sales Tax Diversion
Byram Town Center Project
As Diverted As Of August 31, 2016**

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 Byram, Mississippi, dated on April 28, 2011, (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 March 31, 2011 is \$0.
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 August 31, 2016 is \$350,525.82.
3. On August 31, 2016 the incremental increase in diverted sales taxes resulting from the City sales tax is \$350,525.82 (the "Tax Increment").

For purposes of this 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 six month period beginning March 1, 2016 and ending August 31, 2016 and the twelve month period as of March 31 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 April 30, 2011, 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 Byram, MS Project as described in detail in the Tax Increment Financing Plan, City of Byram, Mississippi, and approved by the Mayor and Board of Aldermen of the City on April 28, 2011 such project being located on a parcel of land described in EXHIBIT I of said plan.

"Tax Increment" shall mean 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.

Nicolette Floyd, Auditor

ASSESSMENT CERTIFICATE OF THE HINDS COUNTY TAX ASSESSOR

I, Charles E. Stokes, Tax Assessor of Hinds County, Mississippi (the "County"), do hereby certify as follows with regards to certain real property including personal property located thereon (collectively the "TIF District Property") all as described in the *Tax Increment Financing Plan Byram Town Center Project City of Byram, Mississippi April 2011*, (the "TIF Plan") adopted by the City of Byram, Mississippi (the "City"), said real and personal property being located within the Tax Increment Financing District established by the City in the TIF Plan:

1) The "*Original Assessed Value*", as such term is defined under Sections 21-45-1, *et seq.*, Mississippi Code of 1972, as amended (the "Act"), and particularly Section 21-45-21 of the Act, of the TIF District Property as of January 1, 2011, was \$0.00 according to its then most recently determined valuation.

2) The "*Original Assessed Value*" resulted in:

CITY TAXES:	\$0.00 at 30.00 mills
COUNTY TAXES:	\$0.00 at 37.33 mills
SCHOOL TAXES:	\$0.00 at 128.31 mills

3) The "*Current Assessed Value*", as such term is defined under Section 21-45-21 of the Act, of the TIF District Property as of November 1, 2016, is \$2,517,601.50 according to the most recently determined valuation, consisting of \$1,629,276.00 in real property and \$888,325.50 in personal property.

4) The "*Captured Assessed Value*", as such term is defined under Section 21-45-21 of the Act, of the TIF District Property, as of November 1, 2016, is \$2,517,601.50 according to the most recently determined valuation, consisting of \$1,629,276.00 in real property and \$888,325.50 in personal property.

5) The projected incremental increase in ad valorem taxes for the 2016 tax year (being due and payable on or before February 1, 2017) resulting from ad valorem taxation by the City and County, when applied to the Captured Assessed Value is:

CITY TAXES:	\$85,850 at 34.10 mills
COUNTY TAXES:	\$114,425 at 45.45 mills
*COUNTY SCHOOL TAXES:	\$168,805 at 67.05 mills

IN WITNESS WHEREOF, I have hereto set my hand on this the 6 day of January, 2017.

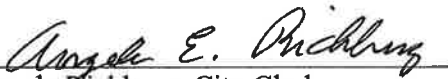

CHARLES E. STOKES, TAX ASSESSOR
HINDS COUNTY, MISSISSIPPI

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

CERTIFICATE OF CITY CLERK RE: ORIGINAL ASSESSED VALUE

I, Angela Richburg, City Clerk of the City of Byram, Mississippi, do hereby certify the "original assessed value," as such term is defined by Section 21-45-21, Mississippi Code of 1972, as amended, of the real and personal property included in the Tax Increment Financing District (the "TIF District") described in "Exhibit A" to the Tax Increment Financing Plan, Byram Town Center Project, Byram, Mississippi, April 2011 (the "TIF Plan"), approved by resolution of the Mayor and Board of Aldermen of the City of Byram, Mississippi, on June 9, 2011, as of January 1, 2011, was \$0.00.

IN WITNESS WHEREOF, I have hereunto set my hand and have caused the seal of the City of Byram, Mississippi to be affixed hereto as of this the 11th day of May, 2017.


Angela Richburg, City Clerk

(seal)

Attachment B

Bond Purchase Agreement

Sales Parameters Sheet

**City of Byram, Mississippi
\$800,000 Tax Increment Financing Revenue Bonds, Series 2024
(Byram Town Center Project)
(the “Bond” or “Bonds”)**

Issuer:	City of Byram, Mississippi (the “Municipality”)
Municipal Advisor:	Government Consultants, Inc.
Bond Counsel:	Watkins & Eager PLLC
Project:	The development by BTC, LLC, and Wal-Mart Real Estate Business Trust (together, the “Developers”) of an approximately 38-acre mixed-use development known as the Byram Town Center Project, located along Siwell Road and near the intersection with Terry Road in the Municipality, as described more fully in the <i>Tax Increment Financing Plan, Byram Town Center Project, Byram, Mississippi, April 2011</i> (the “TIF Plan”), known as the Byram Town Center Project (the “Project”).
Purpose:	The proceeds of the Bonds will be used to: (a) reimburse a portion of the costs of certain Infrastructure Improvements, as described below and in the TIF Plan, (b) fund a debt service reserve fund, if required, and (c) pay the costs of the authorization, issuance, sale, validation, and delivery of the Bonds. Infrastructure Improvements: Proceeds of the Bonds will be used to pay or reimburse the costs of constructing various infrastructure improvements for the use or benefit of the Project, which may include but are not limited to, acquiring and constructing improvements, which may include, but not necessarily be limited to, installation, rehabilitation and/or relocation of utilities such as water and sanitary sewer; construction, renovation, demolition or rehabilitation of drainage improvements, roadways, curbs, gutters, sidewalks, and surface parking; demolition of structures; relocation of electrical lines; lighting; signalization; landscaping of rights-of way; related soft costs including, but not limited to, architectural/engineering fees, attorney’s fees, TIF Plan preparation fees, issuance costs, capitalized interest, and other related soft costs.
Bonds:	\$800,000 Tax Increment Financing Revenue Bonds, Series 2024 (Byram Town Center Project)
Loan Amount:	An amount not to exceed \$800,000
Tax Status:	The Bonds will be exempt from income taxes of the State of Mississippi, exempt from federal income taxes, and will be a

“qualified tax-exempt obligation” based upon Section 265(b)(3) of the Internal Revenue Code of 1986, as amended (the “Code”).

Term: The term of the Bonds is _____ years from date of issuance, with a final maturity of _____, 20__.

Structure: Annual principal payments beginning _____, 2024, and semi-annual interest payments on _____ 1 and _____ 1, beginning _____, 20__. The schedule of estimated sinking fund payments is attached as **Exhibit A**.

Optional Redemption: The Municipality prefers the option to redeem or refund the Bonds either in whole or in part on any date, at the principal amount thereof together with accrued interest to the date fixed for redemption.

Security: Pursuant to the TIF Plan and the resolution adopted by the Mayor and Board of Aldermen (the “Governing Body”) of the Municipality on _____, 2024, authorizing and directing the issuance and sale of the Bonds (the “Bond Resolution”), the Bonds will be secured solely by a pledge of 100% of the Municipality’s ad valorem tax increases from the real and personal property within the TIF District, a pledge of 100% of the Municipality’s increased sales tax rebates within the TIF District, and a pledge of 50% of the County’s ad valorem tax increases from the real and personal property within the TIF (together, the “TIF Revenues”), as set forth with more particularity below:

The Bonds will never be a general obligation of the Municipality, will not be secured by the full faith, credit, and taxing power of the Municipality, nor create any other pecuniary liability on the part of the Municipality other than the pledge of the incremental increases in the ad valorem taxes and sales tax rebates set forth above.

The Bonds are issued on a parity with the Municipality’s Tax Increment Financing Revenue Bonds, Series 2017 (Byram Town Center Project), issued in the principal amount of \$4,700,000, dated August 16, 2017 (the “Series 2017 Bonds”), with a current outstanding principal balance of \$2,555,000, in regards to the TIF Revenues.

Debt Service Reserve Fund: If so required by the Municipality or the party purchasing the Bonds (the “Purchaser”), a portion of the proceeds of the Bonds may be used to fund a debt service reserve fund.

Paying Agent: Please indicate your interest (and fee, if any) in serving as Paying Agent; otherwise, the Municipality will select the Paying Agent (if any).

Bond Ratings:	None on this issue.
Bond Insurance:	None on this issue.
Payment Record:	The Municipality has never defaulted on any of its debt obligations.
Interest Rate:	Provide interest rate on Exhibit A . Interest shall be calculated 30/360 unless otherwise indicated.
Privately Negotiated Transaction:	It is the expectation of the Municipality that the Bonds shall <u>not</u> be (i) assigned a separate rating by any municipal securities rating agency, (ii) registered with The Depository Trust Company or any other securities depository, (iii) issued pursuant to any type of offering document or official statement, or (iv) assigned a CUSIP number by Standard & Poor's CUSIP Service.
Conditions Precedent to Financing:	Including, but not limited to, the following: (i) Execution of all reasonable documentation as may be requested by the Purchaser relating to the Bonds in form and substance satisfactory to the Purchaser. (ii) Receipt of an opinion of Bond Counsel, in form and substance satisfactory to the Purchaser and including without limitation, due authorization, enforceability, and compliance with all applicable laws. (iii) Receipt of and satisfactory review by the Purchaser of all applicable ordinances and evidence of authority. (iv) Receipt of an opinion from Bond Counsel confirming tax-exempt status of the Bonds.
Remedies:	The Purchaser shall have all of the rights and remedies set forth in the financing documents, and available at law and in equity, for the enforcement thereof.
Legal Opinions:	Legal matters incident to the authorization and issuance of the Bonds are subject to the unqualified approving opinion of Bond Counsel.
Disclaimer:	This Term Sheet describes some of the basic terms and conditions proposed to be included in the documents between the Purchaser and the Municipality. This Term Sheet does not purport to summarize all the conditions, covenants, representations, warranties, assignments, events of default, cross default, acceleration events, remedies, or other provisions that may be contained in documents required to consummate this financing.

Proposal Process:

The Municipal Advisor and the Municipality may, at any time prior to the selection of a Purchaser, reject any and all proposals and cancel this Term Sheet, without liability therefor, upon finding it would be in the Municipality's interest to cancel this Term Sheet. Further, regardless of the number and quality of proposals submitted, the Municipal Advisor and the Municipality shall under no circumstances be responsible for any costs and expenses of any Purchaser incurred in submitting a response to this Term Sheet. Any Purchaser who submits a response does so solely at their own risk and expense. The Municipal Advisor and the Municipality accept no responsibility for the return of successful or unsuccessful proposals. This Term Sheet in no way obligates the Municipal Advisor and the Municipality to make a selection. Acceptance of financing and related terms is subject to approval by the Municipality, as evidenced by the execution of **Exhibit**

A.

Acceptance:

Submission of proposals, in response to this Term Sheet, constitutes acceptance of all conditions, requirements, and limitations described in this Term Sheet.

Basis for Award:

The Bonds will be awarded to the Purchaser producing the lowest interest cost to the Municipality and with the terms most advantageous to the Municipality, including, but not limited to, Paying Agent fees, underwriting fees, bank counsel fees, and early redemption provisions.

Investment Letter:

The Purchaser will be required to deliver a Purchaser Letter running to the Municipality, the Municipal Advisor, and Bond Counsel, which also states, among other usual and customary matters, that it intends to hold the obligation until maturity, early redemption, or mandatory tender, and has performed its own due diligence, evaluation, and investment decision without reliance upon others.

Exhibit A

OFFICIAL PROPOSAL FORM

To: City of Byram, Mississippi (the "Municipality")
RE: \$800,000 Tax Increment Financing Revenue Bonds, Series 2024
(Byram Town Center Project Project)
(the "Bond" or the "Bonds").

Term Bond maturing on _____, 20____, at _____% per annum.

<u>Due</u> _____1	<u>Principal Amount*</u>
20_____	\$_____
20_____	\$_____
20_____	\$_____
20_____	\$_____
20_____	\$_____
20_____	\$_____
20_____	\$_____
20_____	\$_____
20_____	\$_____
20_____	\$_____
20_____	\$_____
20_____	\$_____
20_____	\$_____
20_____	\$_____
20_____	\$_____
20_____	\$_____
20_____	\$_____
Total	\$800,000

*preliminary; subject to change

Paying Agent Fee (if any): \$_____

Call Provision*: _____
*The Municipality would prefer an optional redemption at any time.

Other provisions of proposal (if any):

Respectfully submitted,

By: _____

Name: _____

Title: _____

Date: _____

Approved and accepted by:

City of Byram, Mississippi

Mayor

Date: _____

Attachment C

Post Issuance Compliance Procedures

**\$800,000 TAX INCREMENT FINANCING REVENUE BONDS, SERIES 2024
(BYRAM TOWN CENTER PROJECT)
CITY OF BYRAM, MISSISSIPPI**

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

General

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

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

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

The “Financing”

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

Responsible Parties

The Issuer designates the City Clerk of the Municipality (the “Responsible Party”) as the primary person responsible for compliance with this policy. The Responsible Party will coordinate efforts with the Board and parties working with the Issuer on financings and the operation of bond financed facilities to ensure that any actions taken with respect to bond financed facilities will be in compliance with the requirements of the Code and rulings of the IRS.

General Recordkeeping

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

- Audited Financial Statements for each years that tax-exempt bonds are outstanding

- Reports of any examinations by the IRS of the Issuer or its tax-exempt financings for, or in relation to conduit transactions with, the Issuer

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

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

Separate Bank Account

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

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

Investments and Arbitrage Compliance

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

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

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

With respect to each issue of tax-exempt bonds, the Issuer agrees to retain the following for the

life of the bonds plus three years:

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

Expenditures and Assets

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

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

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

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

Private Business Use

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

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

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

Corrective Action

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

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

Internal Revenue Service Examination of Bonds

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

Policy Supplemental to all Existing Policies

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

City of Byram, Mississippi

Angela E. Richburg
City Clerk

Dated: Feb. 9, 2024

(seal)

Attachment D

Letters of Disclosure and Engagement

WATKINS & EAGER

MAILING ADDRESS
P.O. Box 650
JACKSON, MS 39205
Telephone: (601) 965-1900
Facsimile: (601) 965-1901

Attorneys and Counselors at Law

est. 1893

BRAD C. DAVIS
Direct Dial: (601) 965-1988
bdavis@watkinseager.com

February 8, 2024

Mayor Richard White
City of Byram, Mississippi
Byram City Hall
5901 Terry Road
Byram, Mississippi 39272-0222

**RE: \$800,000 Tax Increment Financing Revenue Bonds
(Byram Town Center Project)
City of Byram, Mississippi**

Dear Mayor White:

This letter will confirm the selection by the Mayor and Board of Aldermen (the "Governing Body") of the City of Byram, Mississippi (the "Municipality"), of Watkins & Eager PLLC to act as Special Counsel to the Municipality with respect to the development of the tax increment financing plans and development agreements related to the development of the Byram Town Center Project in the Municipality (the "Project") and as Bond Counsel with respect to any issuance of tax increment financing revenue bonds of the Municipality related to the Project (the "Bonds"). This letter will also set forth the role and responsibilities we propose to undertake as Special Counsel and as Bond Counsel to the Municipality and the terms upon which we understand we will undertake those responsibilities and be compensated by you for performing in such role.

Proceeds of the Bonds are expected to be used to provide funds to pay the costs of improvements to the approximately 38-acre mixed-use development known as the Byram Town Center Project, located along Siwell Road and near the intersection with Terry Road in the Municipality, and to pay the related costs of the authorization, issuance, sale, validation, and delivery of the Bonds.

Scope of Engagement and Duties to Be Performed

As Special Counsel, we will undertake to draft or edit the usual documents associated with the development and approval of the redevelopment plan of the Municipality (the "Redevelopment Plan"), the tax increment financing plan for the Project (the "TIF Plan"), the creation of the tax increment financing district for the Project (the "TIF District"), the authorization, execution, and filing of the interlocal agreement for the Project (the "Interlocal Agreement"), the authorization and execution of the development and reimbursement agreement for the Project (the "Development Agreement"), and the issuance of the Bonds for the Project.

As Bond Counsel, our chief function is to render an objective legal opinion with respect to the authorization and issuance of the Bonds, the validity and binding effect of the Bonds, the source of payment and security for the Bonds, and the excludability of interest on the Bonds from gross income for federal and State of Mississippi income tax purposes. Assuming that no legal impediments to the issuance of the Bonds become apparent, we would contemplate furnishing to the financial institution or other party purchasing the Bonds (the "Purchaser") our approving opinion as to the validity of the Bonds, which opinion will be executed and delivered by us in written form on the date the Bonds are exchanged for their purchase price (the "Closing"), and will be based on facts and law existing as of its date. Upon delivery of the opinion with respect to the original issuance of the Bonds, our responsibilities as Bond Counsel will be concluded with respect to this financing.

In addition to rendering our approving opinion upon the issuance of the Bonds, we will draft or review the basic legal documents required for authorization, securing, issuance, and sale of the Bonds, and all related Municipality proceedings and resolutions which might be required. We will undertake or coordinate validation proceedings under Mississippi law. We will also prepare or furnish the incidental closing documents (excepting those customarily prepared or furnished by the Municipality or Purchaser or their respective counsel), including various certificates to be signed by the Municipality, and the form of opinion which will be required from the Municipality's counsel.

In addition, in connection with the delivery of our opinion, we may require that the proceedings for the issuance of such Bonds include other items, including the following:

- (a) certificates from the Municipality's officials dealing with incumbency, financial condition, litigation, regulatory approval, due authorization, and various factual matters;
- (b) certificates from other parties to the transaction and/or opinions of counsel to such parties, as applicable.

Although we ordinarily draft suggested forms for these and other customary closing papers, we do not assume responsibility for verifying the truth of facts certified as true by others, nor, except as necessary to our opinion, do we assume responsibility for examining legal questions on which other participating lawyers are asked to opine.

We assume that we will have the full cooperation of the Municipality, the Purchaser, and any others necessary to successfully complete this financing, including counsel to the parties. We cannot, of course, guarantee the timing or outcome of legislative or judicial processes or other actions necessary to complete the financing.

Compensation and Reimbursement

We propose that our fees as Special Counsel for the development of the Project and as Bond Counsel for the issuance of the Bonds will be an amount to be negotiated, plus expenses.

Our fee will be based upon (i) our current understanding of the terms, structure, size, and schedule of the financings which may be represented by the Bonds, (ii) the duties we will undertake pursuant to this engagement letter, (iii) the time we anticipate devoting to the financings, and (iv) the responsibilities we will assume in connection therewith. If unusual or unforeseen circumstances arise which require a significant increase in our time or responsibility, we will consult with you regarding further handling and any possible adjustment to our fee amount. In addition to our fees for services, our bills will include expenses and costs normally associated with representations of this kind.

You have the right to discharge us, and we have the right to withdraw, for any reason at any time upon reasonable notice. If we elect to withdraw, you will take all steps necessary to free us of any obligation to perform further, including the execution of any documents necessary to complete our withdrawal. In the event of our withdrawal or discharge, we will be entitled to retain any fees for services provided before the date of our withdrawal or discharge, as well as to compensation for the reasonable value of our services actually rendered. We also will be entitled to reimbursement of any costs and expenses paid or incurred on your behalf up to the effective date of withdrawal or discharge.

Documents and Files

Subsequent to the Closing, we will provide you with a copy of the Closing transcript relating to the issuance of the Bonds. In addition, any documents or related materials which you have provided to us in connection with our participation in the transaction will be returned to you at your request. All other documents, materials, and work product of any kind shall constitute our own files and property and will be retained or discarded at any time at our sole discretion.

Waiver of Conflicts

From time to time this firm represents clients, including in connection with a variety of unrelated matters in which the Municipality is involved. These matters may include, but are not limited to, proceedings before the various federal, state, and local governing bodies and boards, agencies, and commissions in which the interest of our client is adverse to the Municipality.

We have reviewed the relationship between our responsibilities as Special Counsel and as Bond Counsel (which will primarily consist of development of the Project, drafting documents, consulting as to debt options and responsibilities, and rendering one or more opinions with respect to the Bonds) and our representation of other clients, in unrelated matters as described above, and

we have concluded that the performance of our responsibilities as Special Counsel and as Bond Counsel will not be affected by our representation of other clients.

It is our understanding that the Municipality consents to or waives any conflict of interest which may arise as a result of any current representations in unrelated matters and future representations similar to those described above. Your acceptance of this engagement letter will be evidence of that consent.

Miscellaneous

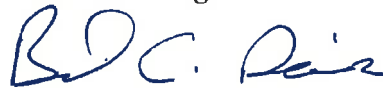
Once the initial Project is complete and the Bonds are issued, our engagement as Special Counsel and as Bond Counsel will be completed. Except for the completion and distribution of the transcripts, we will have no further obligations as Special Counsel for the Project and as Bond Counsel with regard to the Bonds.

Our willingness to undertake the functions described herein is based upon the facts available to us at this time. Nothing has come to our attention which would lead us to conclude that there are any legal obstacles to delivery of the Bonds. We will proceed with the understanding that should anything come to our attention prior to the issuance of the Bonds which would, in our opinion, cast doubt upon the legality of transaction, we will not be obligated to render our approving legal opinion.

If the foregoing terms are satisfactory to you, please indicate by returning the enclosed copy of this letter signed by an authorized person, retaining the original for your files.

Very truly yours,

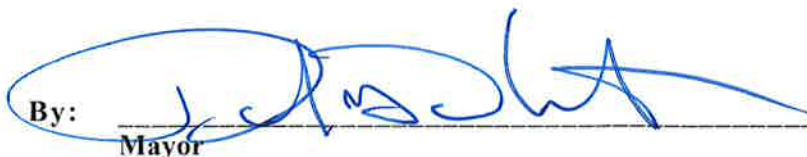
Watkins & Eager PLLC



Brad C. Davis

Accepted and agreed to this day, February 8, 2024.

City of Byram, Mississippi

By: 
Mayor

(seal)



GOVERNMENT CONSULTANTS, INC.

Consulting & Municipal Advisory Firm

116 Village Boulevard
Madison, Mississippi 39110

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

February 22, 2024

Mayor and Board of Aldermen
City of Byram, Mississippi
5901 Terry Road
Byram, Mississippi 39272

Re: City of Byram, Mississippi
Not to Exceed \$800,000 City of Byram, Mississippi Tax Increment Financing Revenue Bonds, in one or more taxable or tax-exempt series (the "Bonds")
Disclosure and Engagement Letter (the "Letter")

Dear Mayor and Board of Aldermen,

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

Disclosures Concerning our Role as Municipal Advisor

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

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

Disclosure Concerning Conflicts of Interest and Other Information

MSRB Rule G-42 requires that GCI provide in writing any disclosures relating to actual or potential material conflicts of interest, including certain categories of potential conflicts of interest identified in MSRB Rule G-42, if applicable. After reasonable due diligence by GCI, there are no known material conflicts of interest that may affect GCI's ability to serve as a municipal advisor to you. In accordance with MSRB Rule G-42, GCI will follow its fiduciary duty, that includes the duty of loyalty and the duty of care to the Issuer and to disclose our role and duties as a Municipal Advisor. Our primary obligation is to always act in your best interest. There are no other known material conflict(s) of interest at the time of engagement.

If any new or additional material conflict(s) of interest occurs after the delivery and execution of this Letter, GCI will disclose all new material conflict(s) of interest to the you.

Disclosure Concerning the Compensation

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

Disclosure of Information Regarding Legal Events and Disciplinary History

GCI recommends potential clients to undertake its own evaluation of GCI's regulatory history, professional qualifications, and other material issues. Such information, whether material or not, must be reported on Form MA and/or MA-I filed with the SEC. There are no recent changes made on any Form MA or Form MA-I, which are available and can be viewed on the SEC's EDGAR system website at <http://www.sec.gov/edgar/searchedgar/companysearch.html>.

Disclosure Relating to Issuing Bonds

As with any issuance of debt, your obligation to pay principal and interest when due, will be a contractual obligation that will require that these payments be made no matter what budget restraints may be encountered. Your failure to pay principal and interest when due, could cause you to be in default. A default may negatively impact your credit ratings and may effectively limit your ability to publicly offer other debts at market rate levels.

Please be aware of the following basic aspects of the Bonds:

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

Revenue bonds are a debt obligation secured by a pledge of incomes and revenues (fees, rates or rentals). You pledge to use the lawfully available net revenues of the fund or funds in the manner as described in the documents related to issuance for the repayment of the Bonds.

The Bonds may be offered as federally taxable obligations.

Additionally, the Bonds may be offered as federally tax-exempt obligations. This requires that you comply with various Internal Revenue Service ("IRS") requirements and restrictions relating to how you use and invest the proceeds of the bond issue, how you use any facilities constructed with the proceeds of the bond issue and other restrictions throughout the term of the Bonds.

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

Disclosure Concerning the Term of Engagement

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

Acknowledgement

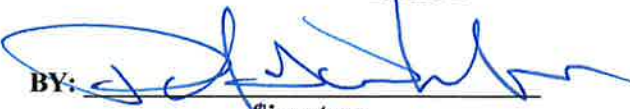
We must seek your acknowledgement that you have received this Letter. Accordingly, please acknowledge receipt of this Letter on in the space provided below. If you are not authorized to execute this Letter, please notify GCI immediately so the correct individual may be contacted. Please let us know if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

Sincerely,

Government Consultants, Inc.

BY: _____
Nick Schorr

RECEIPT ACKNOWLEDGEMENT

BY: _____
Signature

Richard White, Mayor, City of Byram, Mississippi
Authorized Representative's Name



City of Byram
DRC Meeting January 18, 2024, 10:00 a.m.
Public Works

Agenda:

1. Conditional Use for a Bar/Nightclub @ the old Sears Building
2. Conditional Use for a Gas station/convenience store at the corner of Terry Rd. and Byram Parkway
3. Variance for a Medical Marijuana Cultivation/Processing facility @ 5477 I-55 S Frontage Rd.

Present:

Eric Munden, Building Official
Bill Miley, Director of Public Works
Ricky Thompson, Code Enforcement
Chief David Errington
Lt Ricardo Kincaid
Fire Marshall Michael Sterling
Cheri Bridges, Administrative Assistant

1. Conditional Use for a Bar/Nightclub @ the old Sears Building
 - The DRC Members were all in agreement to deny this request because it would be detrimental to the public health, safety, or general welfare due to the potential increased number of intoxicated drivers.
 - The Fire Department recommends a sprinkler system.
 - Public Works- Not enough parking for the size of the building per City of Byram Ordinance 3.37.2 3B
2. Conditional use for a Gas station / convenience store at the corner of Terry Rd. and Byram Parkway
 - Public Works need a more detail traffic plan before granting a Conditional Use
3. Variance for a Medical Marijuana Cultivation / Processing facility @ 5477 I-55 S Frontage Rd.
 - The DRC Members recommend a ventilation system
 - The Police Department recommends a security camera & gate

Approved: _____

Date: _____

Bill Miley
1-18-24

ORDER APPROVING AND GRANTING A ZONING VARIANCE ON PETITION AND APPLICATION OF JEREMY V. JONES – GRH PROPERTIES, LLC FOR PROPERTY LOCATED AT 5477 I-55 SOUTH FRONTAGE ROAD AND IDENTIFIED AS PARCEL NO. 4851-201, IN THE CITY OF BYRAM, HINDS COUNTY, MISSISSIPPI

THERE CAME ON for consideration by Petitioner Jeremy V. Jones – GRH Properties, LLC, the issue of whether a Zoning Variance in a district zoned C-4 in the City of Byram, Mississippi, should be permitted. The Mayor and Board of Aldermen hereby find as follows:

WHEREAS, Petitioner now requests the governing authorities of City of Byram, Mississippi, to grant a Zoning Variance as permitted by Mississippi Code Annotated Section 41-137-37(3) for the property described herein, which property is located in a C-4 Major Thoroughfares Commercial District, under the City of Byram's Official Zoning Ordinance of May 23, 2019, to Petitioner Jeremy V. Jones – GRH Properties, LLC, to allow under the Mississippi Medical Cannabis Act a cannabis cultivation facility and cannabis processing facility on certain real property located at 5477 I-55 South Frontage Road and identified as Parcel No. 4851-201, in the City of Byram, Hinds County, Mississippi; and,

WHEREAS, the Development Review Committee ("DRC") upon conclusion of its January 18, 2024, meeting, did make certain findings in its minutes and recommended in writing approval by the Board of Aldermen of the request for a Zoning Variance, and that the recommendation be forwarded to the next meeting of the Mayor and Board of Aldermen for their consideration; and,

WHEREAS, the Mayor and Board of Aldermen scheduled a hearing on said Petition for February 8, 2024, at 7:00 o'clock p.m. after review of the Petition and Application by the Development Review Committee of the City of Byram ("DRC") – the Board was advised that

the DRC at its January 18, 2024, meeting, had reviewed the Petition and Application and did make certain findings in its minutes and recommended approval of the Petition and Application to allow under the Mississippi Medical Cannabis Act a cannabis cultivation facility and cannabis processing facility on the subject property; and,

WHEREAS, at the February 8, 2024, meeting, the Mayor and Board of Aldermen of the City of Byram, Mississippi, did conduct a full and complete hearing on the Petition and Application, and heard evidence presented by the Petitioner; and,

WHEREAS, the Mayor and Board of Aldermen are fully familiar with the request and the property and existing land uses within the City of Byram and in the area of the City where the property is located, and in acting on this Order, have duly considered the matters and facts within their personal knowledge as same affect the land uses required in the Petition and Application.

BE IT HEREBY ORDERED by the Mayor and Board of Aldermen of the City of Byram, Mississippi, that the request of Petitioner Jeremy V. Jones – GRH Properties, LLC, to grant a Zoning Variance for real property located at 5477 I-55 South Frontage Road and identified as Parcel No. 4851-201, in the City of Byram, Hinds County, Mississippi, is hereby granted, namely to allow a cannabis cultivation facility and cannabis processing facility on the subject property; such action is taken pursuant to Miss. Code Ann. § 41-137-37(3) (Mississippi Medical Cannabis Act) and the findings of fact set out as follows:

1. The Mayor and Board of Aldermen of the City of Byram, Mississippi, have the final authority with regard to all matters involving the Zoning Ordinance.
2. The written recommendation of the DRC is advisory in nature.

3. The Mayor and Board of Aldermen have knowledge of the area involved and are aware of the need for the Zoning Variance.
4. The subject property described herein, below, is within a zoning district zoned C-4:

See attached published notice. Otherwise, located at 5477 I-55 South Frontage Road and identified as Parcel No. 4851-201, in the City of Byram, Hinds County, Mississippi.
5. The main point of entry of the medical cannabis establishment on the subject property shall not be located within one thousand (1,000) feet of the nearest property boundary line of any school, church, or child care facility, unless a waiver to the distance restriction is received by receiving approval from the school, church, or child care facility.
6. The reasons set forth in the application justify the granting of the variance, and the granting of the Zoning Variance will not be injurious to the neighborhood or otherwise detrimental to the public welfare.
7. The granting of this Zoning Variance does not relieve the requested use from compliance with any applicable law, court order, covenants, or contracts.
8. Petitioner seeks to locate a cannabis cultivation facility and/or cannabis processing facility in an area in Byram which is zoned commercial. The Petitioner represents to the Mayor and Board of Aldermen that the granting of his petition would not violate any other provision of the Miss. Medical Cannabis Act. The City of Byram hereby finds the request is proper and hereby grants Petitioner a variance to locate a cannabis cultivation facility and/or cannabis processing facility in the requested commercial zone.

ORDAINED, ADOPTED AND APPROVED by the Mayor and Board of Aldermen of the City of Byram, Hinds County, Mississippi, at a regular meeting thereof held on the 8th day of February, 2024.

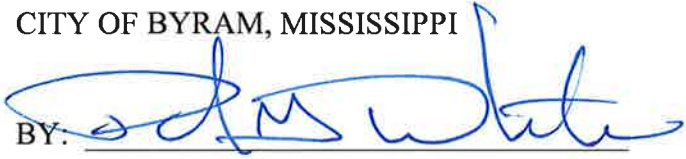
The foregoing Order, having been reduced to writing, Alderman Hosey moved that said Order be adopted. Alderman Amos seconded. The vote was as follows:

Alderman Johnson (Ward 1) voted:	Aye
Alderman Hosey (Ward 2) voted:	Aye
Alderman Amos (Ward 3) voted:	Aye
Alderman Mack (Ward 4) voted:	Aye
Alderman Gibson (Ward 5) voted:	Aye
Alderman Moore (Ward 6) voted:	Aye
Alderman Harris-Allen (At-large) voted:	Aye

Whereupon, the Mayor declared the Motion carried and the Order approved and adopted.

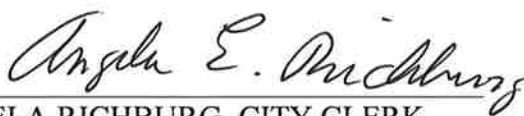
SO ORDERED, this the 8th day of February, 2024.

CITY OF BYRAM, MISSISSIPPI

BY: 

RICHARD WHITE, MAYOR

ATTEST:

BY: 

ANGELA RICHBURG, CITY CLERK

[SEAL]



Contract for Sound, Staging and Lighting Services SLOUGH PRODUCTIONS

The following shall constitute an ('AGREEMENT") on this day, _30th of January 2024, between SLOUGH PRODUCTIONS ("SP") and the City Byram, MS, the ("PURCHASER") of the rental equipment and services for audio, lighting, and staging.

- 1) Engagement: SP shall provide production services of an "audio, lighting, and staging" in the style for your called music event, "Byram Swinging Bridge Festival" on the date of May 3rd-4th,2024. The PURCHASER will be responsible for all fees/penalties/legal actions due to reproduction, copyright, for any of the music performed at their event. SP is to be known as FREE AND CLEAR of any legal action, civil cases, or any of their expenses.
- 2) Compensation: The PURCHASER will be responsible by this agreement for the "FULL AMOUNT OWED FOR SERVICES RENDERED" by the end of the day of the event, performance(s), payable to in the amount of **\$5,000**. In

the situation where the "FULL AMOUNT" is not paid, SP has all right, under the law, to recover the FULL AMOUNT from the PURCHASER by LEGAL MEANS. Under the situation which legal means is used, the PURCHASER will be responsible for SP's LEGAL EXPENSES, FEES, FILINGS, EXPERT WITNESS EXPENSISES and any other expenses incurred.

3) Damages: Under the situation where damages are caused during the time SP's equipment and crew are "ONSITE" at the PURCHASES location of designation, the PURCHASER will be responsible for all damages to any equipment caused by attendees, their employees, weather, riots, crowd disruptions. Only the crew, Purchasers staff, musicians playing, will be allowed on the stage area at any time. The PURCHASER shall have security on site after hours 11:00pm through 8:00am of each day/night of the event. The PURCHASER will be given an invoice of the "REPLACEMENT COST ONLY" of damage or thief of equipment with shipping included, to the purchaser and the purchaser has 2 days to review and pay such invoice in FULL by bank check or cash.

4) Weather: In the situation of an outside Event, weather is a large factor. Once SP is "ON SITE" of the event location(s) and has placed any

equipment out of the delivery vehicles, the full requirement of "COMPENSATION" is enacted. In the event of poor, bad weather, which can cause damage to any equipment, SP representative(s), and guest, SP shall have all rights, to postpone or cancel the event in which to keep the public, equipment safe. The representative of SP must inform the PURCHASER or one of their personnel of such decision. The PURCHASER shall have to be responsible for general liability/loss insurance for the event, including which covers the event and equipment while under contract with SP.

- 5) Food for SP Crew: Lunch and dinner food for 5 people.

Equipment to be rented and services provided:

Main Stage

- 1) Line Array Sound System. RCF HDL-20a
- 2) RCF AS-8006 Subs
- 3) 8 Turbo Sound TFX-AN 5 Monitors
- 4) Midas FOH console and Enntec lighting control

- 5) Truss with roof**
- 6) 6 Moving Head Lights**
- 7) 1- Blinder**
- 8) Side Stage Monitoring Console Behringer**
- 9) Full Complementary Mics, Mic Stands, cabling**
- 10)Hydraulic Stage**

****We require a minimum of CLEAN DEDICATED 200 amps, 120v single phase power within 50 ft of the MAIN STAGE. In the events where no power is available, a quite run, 90% DUTY CYCLE, 45KW generator w/ CAMLOK connection will need to be supplied. **** We suggest TAYLOR POWER SYSTEMS in Richland. AT NO TIME WILL WELDING RIGGS, LIGHTINGPOLE STYLE GENERATORS, HOME DEPOT STYLE GENERATORS ARE ALLOW TO BE HOOKED UP TO OUR SOUND/LIGHTING SYSTEM!**

We are happy to supply the proper GENERATOR for the cost of the rental invoice plus \$100.00 to pick it up and drop it off from the Richland location.

SIGNATURE X  Position MAYOR

DATE X Feb. 9, 2024

In signing this "AGREEMENT", The Purchaser Agrees with all aspects of the Contract.

