

**AGENDA
CITY OF GAUTIER, MISSISSIPPI
CITY HALL COUNCIL CHAMBERS
January 15, 2019 @ 6:30 PM**

I. Call to Order

1. Prayer

2. Pledge of Allegiance

II. Agenda Order Approval

III. Announcements

1. Office closed Monday, January 21, 2019 in observance of the birthdays of Robert E. Lee and Dr. Martin Luther King, Jr.

IV. Presentation Agenda

1. Gautier School Choice Week Proclamation

V. Business Agenda

1. Consideration for a variance at 4528 Gautier-Vancleave Rd., allowing a decrease in the south-side property setback from the required fifteen (15) feet to six (6) feet, a decrease in the north-side setback from the required thirty-five (35) feet to six (6) feet, and a decrease in the rear property setback from the required thirty-five (35) feet to twenty (20) feet in a C-2 Community Commercial Zoning District. (GPC Case No. 18-23-VAR)

☐	STAFF PRESENTATION	☐	PUBLIC QUESTIONS/COMMENTS (3 MINUTES PER PERSON)	☐	MOTION COUNCIL DISCUSSION/QUESTIONS	☐	VOTE
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2. Resolution authorizing the issuance of a General Obligation Bond of the City of Gautier for sale to the Mississippi Development Bank in a total not to exceed 5,000,000.00.

☐	STAFF PRESENTATION	☐	PUBLIC QUESTIONS/COMMENTS (3 MINUTES PER PERSON)	☐	MOTION COUNCIL DISCUSSION/QUESTIONS	☐	VOTE
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3. Approval of Docket of Claims

☐	STAFF PRESENTATION	☐	PUBLIC QUESTIONS/COMMENTS (3 MINUTES PER PERSON)	☐	MOTION COUNCIL DISCUSSION/QUESTIONS	☐	VOTE
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VI. Consent Agenda **(All items approved in one motion)**

1. Resolution to remove a Frigidaire microwave from Police Department inventory and declare surplus
2. Receive December 2018 Privilege License Report
3. Approval of minutes from Regular Council Meeting held January 2, 2019.
4. Approval of water and sewer adjustments dated December 2018 in the amount of \$19,212.70
5. Authorization to advertise a Request for Qualifications for professional engineering services relating to sewer improvements
6. Authorization to Advertise for Bids for the Bemis Avenue Sewer Project
7. Authorization to advertise a public notice relating to the Mississippi Development Authority Development Block Grant funding for Bemis Avenue Sewer Project.
8. Approval to retain Butler Snow LLP to prepare and submit the City of Gautier's Financial Disclosure Statement

VII. STUDY AGENDA

1. Discuss Citizen Comments
2. Discuss Council Comments
3. Discuss City Manager Comments
4. Discuss City Clerk Comments

5. Discuss City Attorney Comments

Adjourn until February 5, 2019 at 6:30 PM

www.gautier-ms.gov

TO THE OFFICERS AND EMPLOYEES OF THE STATE OF MISSISSIPPI:

WHEREAS, the Legislature has designated the third Monday of January as the day for the observance of the birthdays of ROBERT E. LEE and DR. MARTIN LUTHER KING, JR., and under the provisions of Section 3-3-7, Mississippi Code of 1972, is a legal holiday in the State of Mississippi;

THEREFORE, all officers and employees of the State of Mississippi are authorized and empowered, at the discretion of the executive head of the department or agency, to close their respective offices in observance of the holiday on

MONDAY, JANUARY 21, 2019

GIVEN under my hand and seal of office at Jackson, Mississippi, this the 19th day of December, 2018.



C. Delbert Hosemann, Jr.

C. DELBERT HOSEMAN, JR.
SECRETARY OF STATE
STATE OF MISSISSIPPI

CITY OF GAUTIER PROCLAMATION

A Proclamation Commemorating Gautier School Choice Week

WHEREAS, all children in the City of Gautier should have access to the highest-quality education possible; and,

WHEREAS, The City of Gautier recognizes the important role that an effective education plays in preparing all students in Gautier to be successful adults; and,

WHEREAS, quality education is critically important to the economic vitality of the City of Gautier; and,

WHEREAS, The City of Gautier is home to a multitude of excellent education options from which parents can choose for their children; and,

WHEREAS, educational variety not only helps to diversify our economy, but also enhances the vibrancy of our community; and,

WHEREAS, our area has many high-quality teaching professionals who are committed to educating our children; and,

WHEREAS, School Choice Week is celebrated across the country by millions of students, parents, educators, schools and organizations to raise awareness of the need for effective educational options;

NOW THEREFORE, I, Phil Torjusen, Mayor of the City of Gautier, do hereby recognize January 20-26, 2019 as

GAUTIER SCHOOL CHOICE WEEK

in the City of Gautier, Mississippi and call this observance to the attention of all of our citizens.

Mayor Phil Torjusen
City of Gautier, Mississippi

**CITY OF GAUTIER
Business Agenda Item #1
Fact Sheet**

Council Meeting:

January 15, 2019

Title:

Consideration for a variance at 4528 Gautier-Vancleave Rd., allowing a decrease in the south-side property setback from the required fifteen (15) feet to six (6) feet, decrease in the north-side setback from the required thirty-five (35) feet to six (6) feet, and a decrease in the rear property setback from the required thirty-five (35) feet to twenty (20) feet in a C-2 Community Commercial Zoning District. (GPC Case No. 18-23-VAR)

Introduced by:

Contact Person/Telephone

Scott Ankerson 497-8000 ext. 312

Summary Explanation: Consideration for a variance at 4528 Gautier-Vancleave Rd., allowing a decrease in the south-side property setback from the required fifteen (15) feet to six (6) feet, a decrease in the north side setback from the required thirty-five (35) feet to six (6) feet, and a decrease in the rear property setback from the required thirty-five (35) feet to twenty (20) feet in a C-2 Community Commercial Zoning District. (GPC Case No. 18-23-VAR). All public notice requirements have been met.

EXHIBITS FOR REVIEW

Resolution	☐
Ordinance	☐
Contract	☐
Minutes	☐
Plan Maps	☐
Order/Public Hearing	☒
Other	☐
Submittal Authorization	City Manager

Staff Recommendation:

Approval

Motion Made by:

Torjusen	☐	Martin	☐	George	☐	Jackson	☐	Vaughan	☐	Anderson	☐	Colledge	☐
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Second Made by:

Torjusen	☐	Martin	☐	George	☐	Jackson	☐	Vaughan	☐	Anderson	☐	Colledge	☐
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Voted as follows:		Ayes	Nays	Abstained	Absent
Mayor	Torjusen	☐	☐	☐	☐
At Large	Martin	☐	☐	☐	☐
Ward 1	George	☐	☐	☐	☐
Ward 2	Jackson	☐	☐	☐	☐
Ward 3	Vaughan	☐	☐	☐	☐
Ward 4	Anderson	☐	☐	☐	☐
Ward 5	Colledge	☐	☐	☐	☐

Action Taken:

There came for consideration of the Mayor and Members of the Council of the City of Gautier, Mississippi, the following:

ORDER NUMBER 000-2019

WHEREAS, the homeowner of 4528 Gautier-Vancleave Rd, (PID# 82426190.050) has requested a variance to allow the decrease in the south-side property setback from the required fifteen (15) feet to six (6) feet, a decrease in the north side setback from the required thirty-five (35) feet to six (6) feet, and a decrease in the rear property setback from the required thirty-five (35) feet to twenty (20) feet in an C-2 Community Commercial Zoning District; and

WHEREAS, the request property is zoned C-2 Community Commercial Zoning District. The property currently houses an existing 2015 sq. ft. day care facility. The day care proposes to expand their facility by adding a mobile unit on their existing property behind the existing building to include "After School Scholars" tutoring program and after school care for school age children. The proposed mobile unit will be made to look like it is part of the existing building. The addition of the new mobile unit would not meet the current minimum setback requirements as specified in the City of Gautier UDO, so the applicant is seeking a Variance on minimum set back requirements to accommodate this proposed new mobile unit.

WHEREAS, the property owner requests a variance to decrease the minimum property setbacks for his facility located in a C-2 Zoning District to six (6) feet on each side and twenty (20) feet for the rear property setback. The UDO specifies that the minimum property setbacks in a C-2 district be: Side—Fifteen (15) feet on interior lots and in the case of a corner lot abutting a public street the side setback shall be thirty-five (35) feet. The property at 4528 Gautier Vancleave Rd. is a corner lot and is adjacent to a residential district calling for more stringent setbacks that are described above. The setbacks in the City of Gautier Unified Development Ordinance for this C-2 property will not allow the owners to purchase this mobile unit and expand their existing facility and business. If the commercial lot is adjacent to residentially zoned property, the rear yard requirement shall be increased to thirty-five (35) feet. The outside ten (10) feet of the setback shall be a landscaped buffer area in accordance with Article XI.

WHEREAS, after duly noticed public hearing, the Gautier Planning Commission has recommended to deny the requested variance; and

WHEREAS, the Mayor and Councilmembers hereby find that all criteria under Section 4.18.4 of the Unified Development Ordinance (have or have not) been met in this case;

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the City Council hereby (adopts or denies) the Gautier Planning Commission's recommendation to grant a variance to allow a decrease in front property set back requirements from the minimum front setback requirement of twenty-five (25) feet to twelve (12) feet at PID# 82426190.050;

IT IS FURTHER ORDERED that said Variance is hereby (approved or denied);

IT IS FURTHER ORDERED that the City Manager or City Clerk is authorized to execute any and all documents necessary for this purpose.

Motion was made by **BLANK**, seconded by **BLANK** and the following vote was recorded:

AYES:

NAYS:

MAYOR

ATTEST:

CITY CLERK

BLANK by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of January 15, 2019.

CITY OF GAUTIER MEMORANDUM

To: Paula Yancey, City Manager
From: Scott Ankerson, Planning Director
Date: January 15, 2019
Subject: 4528 Gautier-Vancleave Rd. – Request for a variance allowing a decrease in the south side property set back from the required fifteen feet to six feet; a decrease in the north side setback from the required thirty-five feet to six feet; and a decrease in the rear property setback from the required thirty-five feet to twenty feet in a C-2 Community Commercial Zoning District. (GPC Case No. 18-23-VAR)

REQUEST:

The Planning Department has received a request from Anthony York dba Faithfully Yours Learning Center for a Variance allowing the decrease in the south side property set back from the required fifteen feet to six feet; a decrease in the north side setback from the required thirty-five feet to six feet; and a decrease in the rear property setback from the required thirty-five feet to twenty feet in a C-2 Community Commercial Zoning District at 4528 Gautier-Vancleave Road, PID #82426190.050. The application fee of \$175 was paid on November 27, 2018. All public notice requirements have been met.

BACKGROUND:

The request property is zoned C-2 Community Commercial Zoning District. The property currently houses an existing 2015 sq. ft. day care facility. The day care proposes to expand their facility by adding a mobile unit on their existing property behind the existing building to include “After School Scholars” tutoring program and after school care for school age children. The proposed mobile unit will be made to look like it is part of the existing building. The addition of the new mobile unit would not meet the current minimum setback requirements as specified in the City of Gautier UDO, so the applicant is seeking a Variance on minimum set back requirements to accommodate this proposed new mobile unit.

DISCUSSION:

The property owner requests a variance to decrease the minimum property setbacks for his facility located in a C-2 Zoning District to six (6) feet on each side and twenty (20) feet for the rear property setback. The UDO specifies that the minimum property setbacks in a C-2 district be: **Side**—Fifteen (15) feet on interior lots and in the case of a corner lot abutting a public street the side setback shall be thirty-five (35) feet.

Rear—None; however, if the commercial lot is adjacent to residentially zoned property, the rear yard requirement shall be increased to thirty-five (35) feet. The outside ten (10) feet of the setback shall be a landscaped buffer area in accordance with Article XI.

The property at 4528 Gautier Vancleave Rd. is a corner lot, and is adjacent to a residential district calling for more stringent setbacks that are described above. The setbacks in the City of Gautier Unified Development Ordinance for this C-2 property will not allow the owners to purchase this mobile unit and expand their existing facility and business.

DETERMINATION OF APPLICABLE LAW:

The Unified Development Ordinance (UDO) defines **Variances** as:

A Variance is a relaxation of the terms of the Unified Development Ordinance where such Variance will not be contrary to the public interest and where, owing to conditions peculiar to the property, a literal enforcement of the Ordinance would result in an unnecessary or undue hardship. As used in this Ordinance, a Variance is authorized only for height, area and size of structure, or size of yards, separation of uses, open spaces, off-street parking spaces and some subdivision of property. The establishment or expansion of a use not permitted shall not be allowed by Variance.

The UDO defines **Hardship** as:

Hardship means the exceptional hardship that would result from a failure to grant the requested variance. The City requires that the variance is exceptional, unusual, and peculiar to the property involved. Mere economic or financial hardship alone is not exceptional. Inconvenience, aesthetic considerations, physical handicaps, personal preferences, or the disapproval of one's neighbors likewise cannot, as a rule, qualify as an exceptional hardship. All of these problems can be resolved through other means without granting a variance, even if the alternative is more expensive, or requires the property owner to build elsewhere or put the parcel to a different use than originally intended.

The UDO defines **Setback** as:

SETBACK: (SEE YARD) The minimum horizontal distance between the lot or property line and the nearest front, side or rear line of the building as measured to the outside face at the enclosing wall or in structures lacking walls (as in the case of a carport) to the face of the supporting columns and beams. Setback does not include roof overhangs, except that they shall not encroach on more than fifty (50) percent of the required setback.

- A. **SETBACK, FRONT:** The yard area extending along the full width of a front lot line between side lot lines and from the front lot line to the front building line in depth.
- B. **SETBACK, REAR:** The yard area extending across the full width of the lot and lying between the rear lot line and the nearest line of the building. Rear-yard depth shall be measured at right angles to the rear line of the lot.

- C. **SETBACK, SIDE:** The yard area lying between the side line of the lot and the nearest line of the building and extending from the front yard to the rear yard, or in the absence of a front yard or a rear yard, to the front or rear lot lines. Side-yard width shall be measured at right angles to side lines of the lot.

UDO SECTION 4.18: Variance

In certain circumstances, a Variance from the dimensional requirements (i.e. height, setbacks, square footage) of this ordinance may be granted if the applicant can prove that because of physical constraints of the property involved, he is not able to build the same type of structure that other persons with the same zoning classification can build. Variances for uses permitted will not be considered in as much as “use Variances” are not legal in the State of Mississippi.

Most Variances must be granted by the City Council; however, certain minor Variances may be granted by the Economic Development Director in accordance with *Section 4.18.3* below.

4.18.1 Who May Initiate

A request for a Variance may be initiated by the property owner or agent of the owner provided that said property has not been denied a previous request for a Variance for the same property or portion of property within the past twelve (12) months.

4.18.2 Application for Variance

Applications for a Variance (from dimensional requirements) may be filed on the appropriate application available from the Economic Development/Planning Department and shall include all requested information, attachments and submittals:

4.18.3 Administrative Variances

The following dimensional variances may be granted by the Economic Development Director at his/her discretion (Note: Within the COR, Corridor Overlay District, applicants shall be required to mitigate a requested dimensional variance in accordance with the Tier Land Use Provisions in Section 5.11):

- A. 30% of required off-street parking spaces and/or
- B. 30% of required setbacks from property lines

4.18.4 Criteria for Approval

The Variance application shall demonstrate the following:

- A. That special conditions and circumstances exist which are peculiar to this particular site (lot or parcel), structure or building involved and which are not applicable to other sites (lots or parcels) or structures or buildings in the same district;
- B. That literal interpretation of the provisions of this Ordinance would deprive the applicant of rights commonly enjoyed by other properties in the same district under the provisions of this Ordinance;
- C. That the special conditions and circumstances do not result from actions of the applicant; and

- D. That granting the Variance requested will not confer upon the applicant any special privilege that is denied by this Ordinance to other similar sites (lots or parcels) structures or buildings in the same district.

RECOMMENDATION:

Planning Commission recommends that Council deny the Variance request because the applicant did not identify a need or hardship associated with the request, and had not demonstrated proof of the criteria required by the UDO for approval of such a request.

The City Council may:

1. Approve the Variance request as presented;
2. Approve the Variance requests with changes; or
3. Deny the Variance Request.

ATTACHMENTS:

1. Memo
2. GPC Minute Excerpt
3. Staff Report with back-up

Excerpt from January 3, 2019 Gautier Planning Commission Meeting:

The Planning Department has received a request from Anthony York dba Faithfully Yours Learning Center at 4528 Gautier Vancleave Road for a Variance allowing a decrease in the south side property setback from the required fifteen (15) feet to six (6) feet; the north side setback from the required thirty-five (35) feet to six (6) feet; and the rear property setback from the required thirty-five (35) feet to twenty (20) feet in a Community Commercial, C-2, zoning district. (GPC Case No. 18-23-VAR)

Scott Ankerson, Planning Director, gave a brief overview of the case.

REQUEST:

The Planning Department has received a request from Anthony York dba Faithfully Yours Learning Center for a Variance allowing the decrease in the south side property set back from the required fifteen feet to six feet; a decrease in the north side setback from the required thirty-five feet to six feet; and a decrease in the rear property setback from the required thirty-five feet to twenty feet in a C-2 Community Commercial Zoning District at 4528 Gautier-Vancleave Road, PID #82426190.050. The application fee of \$175 was paid on November 27, 2018. All public notice requirements have been met.

BACKGROUND:

The request property is zoned C-2 Community Commercial Zoning District. The property currently houses an existing 2015 sq. ft. day care facility. The day care proposes to expand their facility by adding a mobile unit on their existing property behind the existing building to include "After School Scholars" tutoring program and after school care for school age children. The proposed mobile unit will be made to look like it is part of the existing building. The addition of the new mobile unit would not meet the current minimum setback requirements as specified in the City of Gautier UDO, so the applicant is seeking a Variance on minimum set back requirements to accommodate this proposed new mobile unit.

DISCUSSION:

The property owner requests a variance to decrease the minimum property setbacks for his facility located in a C-2 Zoning District to six (6) feet on each side and twenty (20) feet for the rear property setback. The UDO specifies that the minimum property setbacks in a C-2 district be:

Side—Fifteen (15) feet on interior lots and in the case of a corner lot abutting a public street the side setback shall be thirty-five (35) feet.

Rear—None; however, if the commercial lot is adjacent to residentially zoned property, the rear yard requirement shall be increased to thirty-five (35) feet. The outside ten (10) feet of the setback shall be a landscaped buffer area in accordance with Article XI.

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DETERMINATION OF APPLICABLE LAW:

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Most Variances must be granted by the City Council; however, certain minor Variances may be granted by the Economic Development Director in accordance with *Section 4.18.3* below.

4.18.1 Who May Initiate

A request for a Variance may be initiated by the property owner or agent of the owner provided that said property has not been denied a previous request for a Variance for the same property or portion of property within the past twelve (12) months.

4.18.2 Application for Variance

Applications for a Variance (from dimensional requirements) may be filed on the appropriate application available from the Economic Development/Planning Department and shall include all requested information, attachments and submittals:

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- A. 30% of required off-street parking spaces and/or
- B. 30% of required setbacks from property lines

4.18.4 Criteria for Approval

The Variance application shall demonstrate the following:

- A. That special conditions and circumstances exist which are peculiar to this particular site (lot or parcel), structure or building involved and which are not applicable to other sites (lots or parcels) or structures or buildings in the same district;
- B. That literal interpretation of the provisions of this Ordinance would deprive the applicant of rights commonly enjoyed by other properties in the same district under the provisions of this Ordinance;
- C. That the special conditions and circumstances do not result from actions of the applicant; and
- D. That granting the Variance requested will not confer upon the applicant any special privilege that is denied by this Ordinance to other similar sites (lots or parcels) structures or buildings in the same district.

RECOMMENDATION AND CONCLUSION:

Staff has been presented with no evidence or information indicating that variance criteria 4.18.4 A or B have been met. Planning Commission must also record a Finding of Fact regarding the “Criteria for Approval” from the UDO as listed above.

The Planning Commission may:

1. Recommend that City Council approve variance request as presented;
2. Recommend that City Council approve the variance requests with changes; or
3. Recommend that City Council deny variance request.

ACTION TAKEN:

Chairman Wooten made the motion to deny the variance request because the applicant did not identify a need or hardship associated with the request, and had not demonstrated proof of the criteria required by the UDO for approval of such a request.

Commissioner Lee seconded the motion and the following vote was recorded:

AYES: **David Wooten**
 Kay C. Jamison
 James Lee

NAYS: **Paul Gainer**

Motion passed.

Gautier Planning Commission

Regular Meeting Agenda

January 3, 2019

GPC #18-23-VAR

4528 Gautier-Vancleave Rd. Variance Request

VII. NEW BUSINESS

1. 4528 GAUTIER-VANCLEAVE RD. – REQUEST FOR A VARIANCE ALLOWING A DECREASE IN THE SOUTH SIDE PROPERTY SETBACK FROM THE REQUIRED FIFTEEN (15) FEET TO SIX (6) FEET; THE NORTH SIDE SETBACK FROM THE REQUIRED THIRTY- FIVE (35) FEET TO SIX (6) FEET; AND THE REAR PROPERTY SETBACK FROM THE REQUIRED THIRTY-FIVE (35) FEET TO TWENTY (20) FEET IN A C-2 COMMUNITY COMMERCIAL ZONING DISTRICT (GPC CASE #18-23-VAR)

GAUTIER PUBLIC HEARING PROCESS (PLANNING COMMISSION)

Planning Commission Chairman to follow procedure below. All questions/comments to be directed to the Council and not to applicant, staff, or other attendees of the meeting.

1. Chairman announces the case.
2. Chairman makes statement, "This is a Public Hearing and all statements to be made need to be true and accurate for the record."
3. Staff gives brief overview of case.
4. Applicant presents their case.
5. Anyone to speak in support of the Request? Please state your name and address for the record.
6. Anyone to speak in opposition of the Request? Please state your name and address for the record.
7. Any final comments from the applicant?
8. Questions from Commission?
9. Chairman closes public hearing – "This closes the Public Hearing portion of this case" bang of gavel
10. Motion/Deliberation/Vote

CITY OF GAUTIER STAFF REPORT

To: Chairman and Members, Planning Commission

From: Scott Ankerson, Planning Director

Date: January 3, 2019

Subject: 4528 Gautier-Vancleave Rd. – Request for a variance allowing a decrease in the south side property set back from the required fifteen feet to six feet; a decrease in the north side setback from the required thirty-five feet to six feet; and a decrease in the rear property setback from the required thirty-five feet to twenty feet in a C-2 Community Commercial Zoning District. (GPC Case No. 18-23-VAR)

REQUEST:

The Planning Department has received a request from Anthony York dba Faithfully Yours Learning Center for a Variance allowing the decrease in the south side property set back from the required fifteen feet to six feet; a decrease in the north side setback from the required thirty-five feet to six feet; and a decrease in the rear property setback from the required thirty-five feet to twenty feet in a C-2 Community Commercial Zoning District at 4528 Gautier-Vancleave Road, PID #82426190.050. The application fee of \$175 was paid on November 27, 2018. All public notice requirements have been met.

BACKGROUND:

The request property is zoned C-2 Community Commercial Zoning District. The property currently houses an existing 2015 sq. ft. day care facility. The day care wants to expand their facility by adding a mobile unit on their existing property behind the existing building to include “After School Scholars” tutoring program and after school care for school age children. The proposed mobile unit will be made to look like it is part of the existing building. The addition of the new mobile unit would not meet the current minimum setback requirements as specified in the City of Gautier UDO, so the applicant is seeking a Variance on minimum set back requirements to accommodate this proposed new mobile unit.

DISCUSSION:

The property owner requests a variance to decrease the minimum property setbacks for his facility located in a C-2 Zoning District to six (6) feet on each side and twenty (20) feet for the rear property setback. The UDO specifies that the minimum property setbacks in a C-2 district be: **Side**—Fifteen (15) feet on interior lots and in the case of a corner lot abutting a public street the side setback shall be thirty-five (35) feet.

Rear—None; however, if the commercial lot is adjacent to residentially zoned property, the rear yard requirement shall be increased to thirty-five (35) feet. The outside ten (10) feet of the setback shall be a landscaped buffer area in accordance with Article XI.

The property at 4528 Gautier Vancleave Rd. is a corner lot, and is adjacent to a residential district calling for more stringent setbacks that are described above. The setbacks in the City of Gautier Unified Development Ordinance for this C-2 property will not allow the owners to purchase this modular unit and expand their existing facility and business.

DETERMINATION OF APPLICABLE LAW:

The Unified Development Ordinance (UDO) defines **Variances** as:

A Variance is a relaxation of the terms of the Unified Development Ordinance where such Variance will not be contrary to the public interest and where, owing to conditions peculiar to the property, a literal enforcement of the Ordinance would result in an unnecessary or undue hardship. As used in this Ordinance, a Variance is authorized only for height, area and size of structure, or size of yards, separation of uses, open spaces, off-street parking spaces and some subdivision of property. The establishment or expansion of a use not permitted shall not be allowed by Variance.

The UDO defines **Hardship** as:

Hardship means the exceptional hardship that would result from a failure to grant the requested variance. The City requires that the variance is exceptional, unusual, and peculiar to the property involved. Mere economic or financial hardship alone is not exceptional. Inconvenience, aesthetic considerations, physical handicaps, personal preferences, or the disapproval of one's neighbors likewise cannot, as a rule, qualify as an exceptional hardship. All of these problems can be resolved through other means without granting a variance, even if the alternative is more expensive, or requires the property owner to build elsewhere or put the parcel to a different use than originally intended.

The UDO defines **Setback** as:

SETBACK: (SEE YARD) The minimum horizontal distance between the lot or property line and the nearest front, side or rear line of the building as measured to the outside face at the enclosing wall or in structures lacking walls (as in the case of a carport) to the face of the supporting columns and beams. Setback does not include roof overhangs, except that they shall not encroach on more than fifty (50) percent of the required setback.

- A. **SETBACK, FRONT:** The yard area extending along the full width of a front lot line between side lot lines and from the front lot line to the front building line in depth.
- B. **SETBACK, REAR:** The yard area extending across the full width of the lot and lying between the rear lot line and the nearest line of the building. Rear-yard depth shall be measured at right angles to the rear line of the lot.

- C. **SETBACK, SIDE:** The yard area lying between the side line of the lot and the nearest line of the building and extending from the front yard to the rear yard, or in the absence of a front yard or a rear yard, to the front or rear lot lines. Side-yard width shall be measured at right angles to side lines of the lot.

UDO SECTION 4.18: Variance

In certain circumstances, a Variance from the dimensional requirements (i.e. height, setbacks, square footage) of this ordinance may be granted if the applicant can prove that because of physical constraints of the property involved, he is not able to build the same type of structure that other persons with the same zoning classification can build. Variances for uses permitted will not be considered in as much as “use Variances” are not legal in the State of Mississippi.

Most Variances must be granted by the City Council; however, certain minor Variances may be granted by the Economic Development Director in accordance with *Section 4.18.3* below.

4.18.1 Who May Initiate

A request for a Variance may be initiated by the property owner or agent of the owner provided that said property has not been denied a previous request for a Variance for the same property or portion of property within the past twelve (12) months.

4.18.2 Application for Variance

Applications for a Variance (from dimensional requirements) may be filed on the appropriate application available from the Economic Development/Planning Department and shall include all requested information, attachments and submittals:

4.18.3 Administrative Variances

The following dimensional variances may be granted by the Economic Development Director at his/her discretion (Note: Within the COR, Corridor Overlay District, applicants shall be required to mitigate a requested dimensional variance in accordance with the Tier Land Use Provisions in Section 5.11):

- A. 30% of required off-street parking spaces and/or
- B. 30% of required setbacks from property lines

4.18.4 Criteria for Approval

The Variance application shall demonstrate the following:

- A. That special conditions and circumstances exist which are peculiar to this particular site (lot or parcel), structure or building involved and which are not applicable to other sites (lots or parcels) or structures or buildings in the same district;
- B. That literal interpretation of the provisions of this Ordinance would deprive the applicant of rights commonly enjoyed by other properties in the same district under the provisions of this Ordinance;

- C. That the special conditions and circumstances do not result from actions of the applicant; and
- D. That granting the Variance requested will not confer upon the applicant any special privilege that is denied by this Ordinance to other similar sites (lots or parcels) structures or buildings in the same district.

RECOMMENDATION & CONCLUSION:

Staff has been presented with no evidence or information indicating that variance criteria 4.18.4 A or B have been met. Planning Commission must also record a Finding of Fact regarding the “Criteria for Approval” from the UDO as listed above.

The Planning Commission may:

- 1. Recommend that City Council approve variance request as presented;
- 2. Recommend that City Council approve the variance requests with changes; or
- 3. Recommend that City Council deny variance request.

ATTACHMENTS:

- 1. Applicant’s Exhibit 1 – Application
- 2. City’s Exhibit A – Location Map
- 3. City’s Exhibit B – Existing Zoning Map
- 4. City’s Exhibit C – Existing Land Use Map
- 5. City’s Exhibit D – Future Land Use Map

GAUTIER, MISSISSIPPI
PLANNING DEPARTMENT
PUBLIC HEARING APPLICATION

Public Hearing Number

18-23-VAR.

TO BE HEARD BY GAUTIER PLANNING COMMISSION:

FEE:

Zoning Change	_____	\$300.00
Major Development	_____	\$100.00
Variance	<u>X</u>	\$175.00
Appeal to Staff Decision	_____	\$100.00

Name of Applicant: Anthony York
Name of Business: Faithfully Yours Learning Center Phone: 228-249-6773
Property Address: 4528 Gautier-Vandrew Rd Mailing Address (if Different): _____
E-Mail Address: visionpainting7@gmail.com
Reason for request, location and intended use of Property: _____

ATTACHMENTS REQUIRED AS APPLICABLE:

- ✓ 1. Diagram of intended use, showing dimensions and distances of property, building with setbacks, parking spaces, entrances and exits.
- ✓ 2. A detailed project narrative.
- N/A 3. Copy of protective covenants or deed restrictions, if any.
- N/A 4. Copies of approvals, or requests for approval, from other agencies, such as, but not limited to, the Mississippi State Department of Health, U.S. Army Corp of Engineers, Mississippi Department of Environmental Quality and Department of Marine Resources.
- N/A 5. Any other information requested by the Economic Development/Planning Director and/or members of the Technical Review Committee.

Signature of Applicant Anthony York Date of Application: 11/19/18

FOR OFFICE USE ONLY

Date Received 11-20-18 Verify as Complete SA

Fee Amount Received 175 Initials of Employee Receiving Application SPB

To who may concern, Anthony & Sarah York requested a special variances to install a modular building at our existing location 4528 Gautier-Vancleave Rd. If you approve we are gone to make this unit look as if it is a part of the existing building. We have continued to improve this location, since we bought it. This addition will serve Gautier community better, as we are getting suited for after scholars. Tutor programs will be offer here also. We are still committed to improve Gautier with hour businesses growing we just want to make a move that will make us a better premier Child Development environment for Gautier. It's my hope that you will look over the plans and lets us know soon as possible. We have a sell pending on the decision. With Anthony owning Vision Painting & Construction the aesthetics of the modular will be of high standard and quality work, providing an improve larger location to serve Gautier & surround areas.

Thanks,

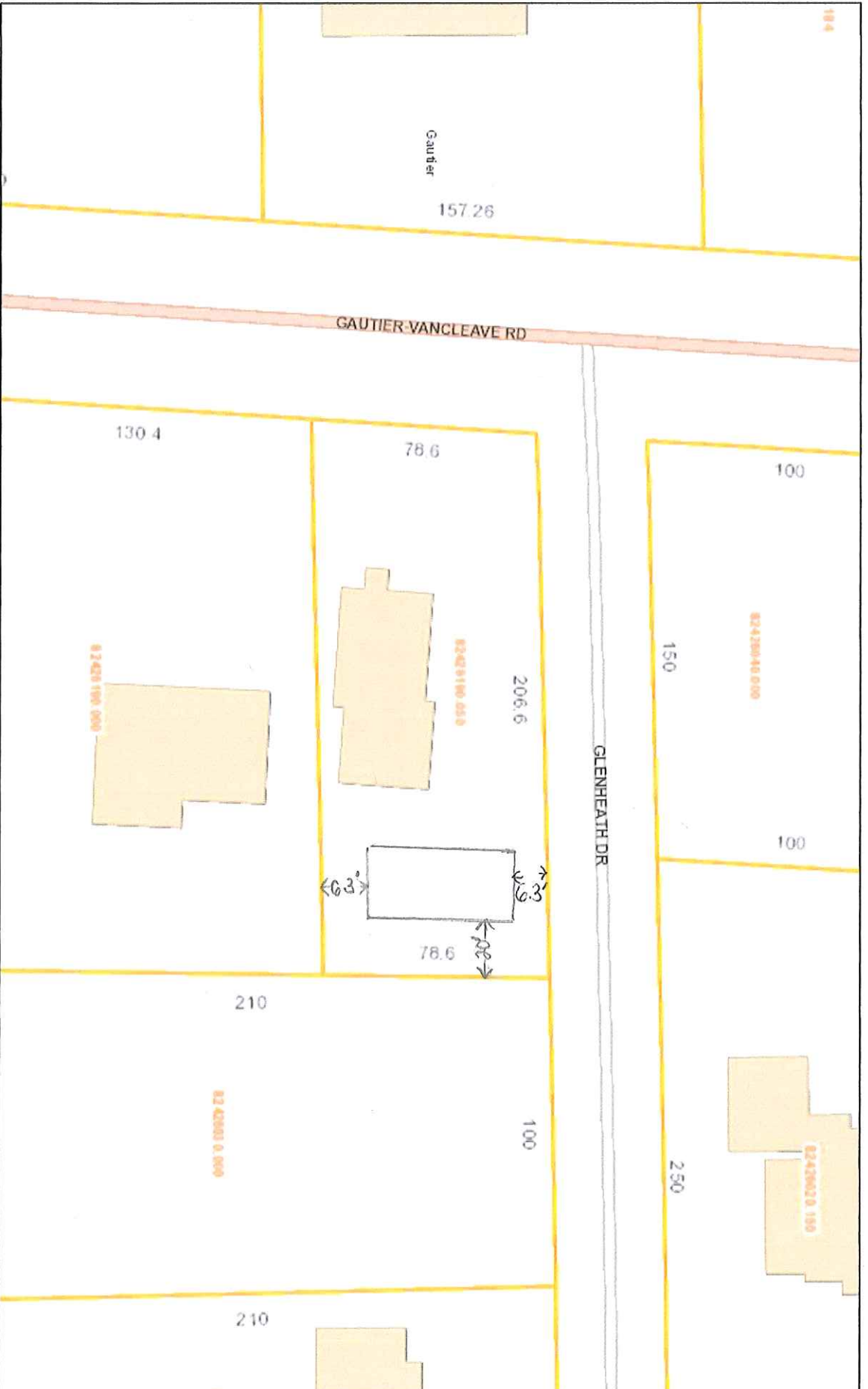
Anthony & Sarah York Owners

Faithfully Yours Learning Center Incorporated

& Vision Painting & Construction LLC

Contact Anthony 228-249-6773 or Sarah 228-217-3293

ArcGIS Web Map



November 19, 2018

- Parcels
- CenterLines
- Major
- City Limits
- PrimaryRoads

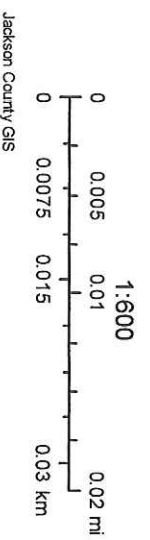


Exhibit A Location Map

City Of Gautier
Planning Department



Prepared by the
City of Gautier
Planning Department



Exhibit B Existing Zoning Map

City Of Gautier
Planning Department



Prepared by the
City of Gautier
Planning Department

Legend

<all other values>

ZONECODE

- AG
- C-1
- C-2
- C-3
- I-2
- MURC-1
- MURC-2
- MURC-MW
- PL
- PUD
- R-1
- R-2
- R-3
- RE
- TC

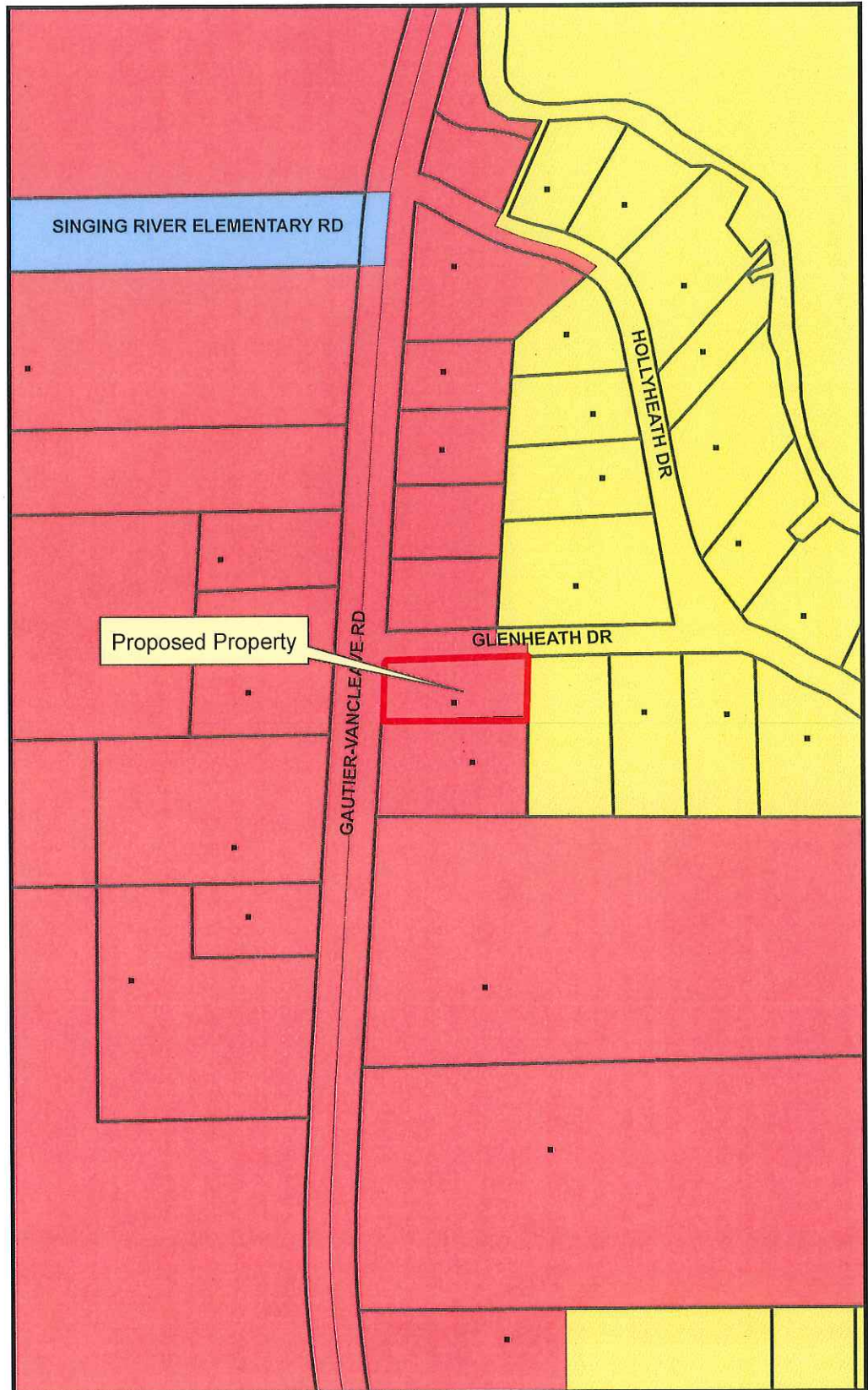


Exhibit C Existing Land Use Map

City Of Gautier
Planning Department



Prepared by the
City of Gautier
Planning Department

Legend

- Gautier_Parcels_Trimmed_0617
- City_Limits
- CorOverlay

EXISTING LAND USE

- Commercial-Retail
- Conservation
- Civic
- Industrial
- Marina/Fish Camps
- High Density Residential
- Mobile Home
- Mobile Home Park
- Medium Density Residential
- Office
- Recreation
- Very Low to Low Density Residential
- Utility
- Vacant

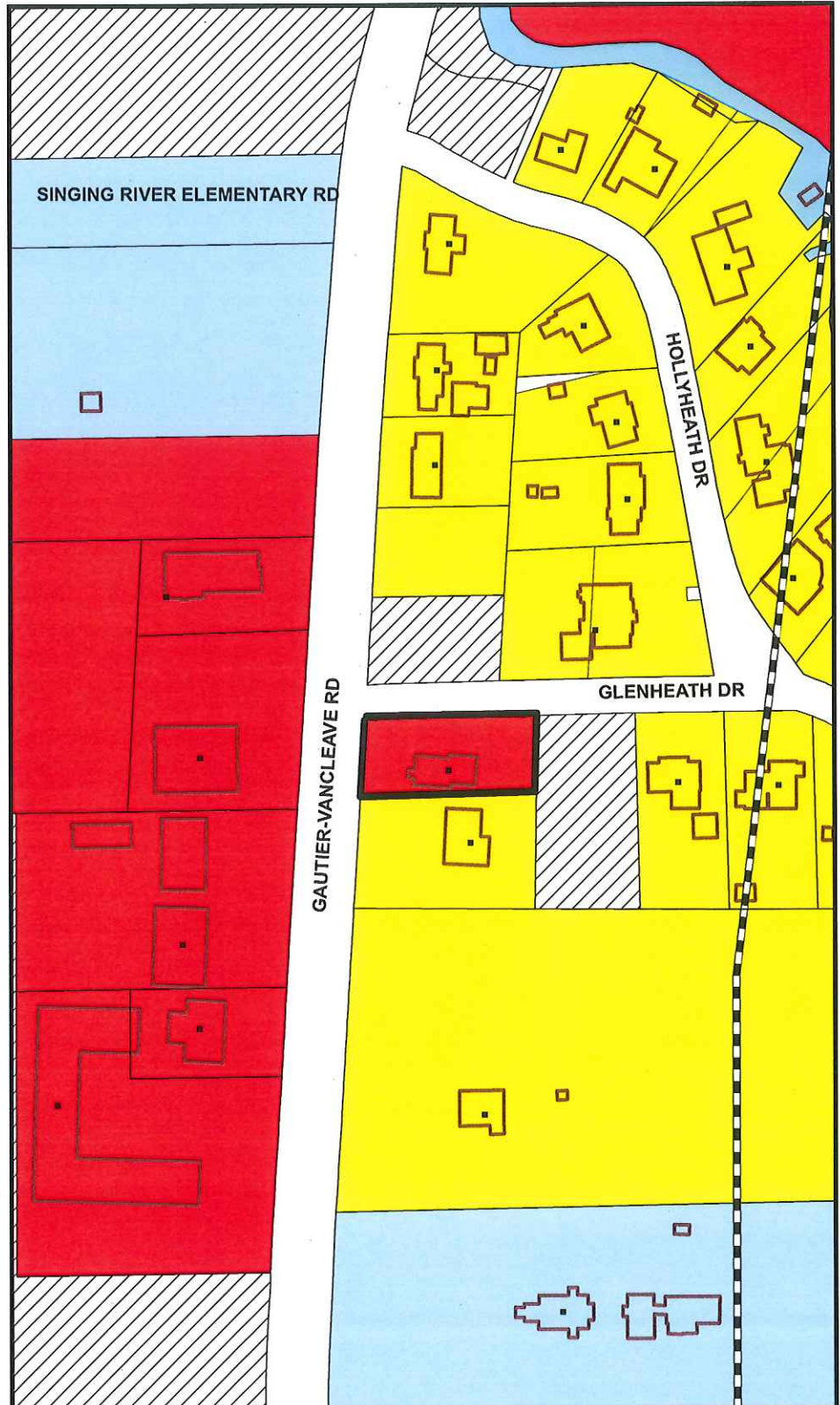


Exhibit D Future Land Use Map

City Of Gautier
Planning Department



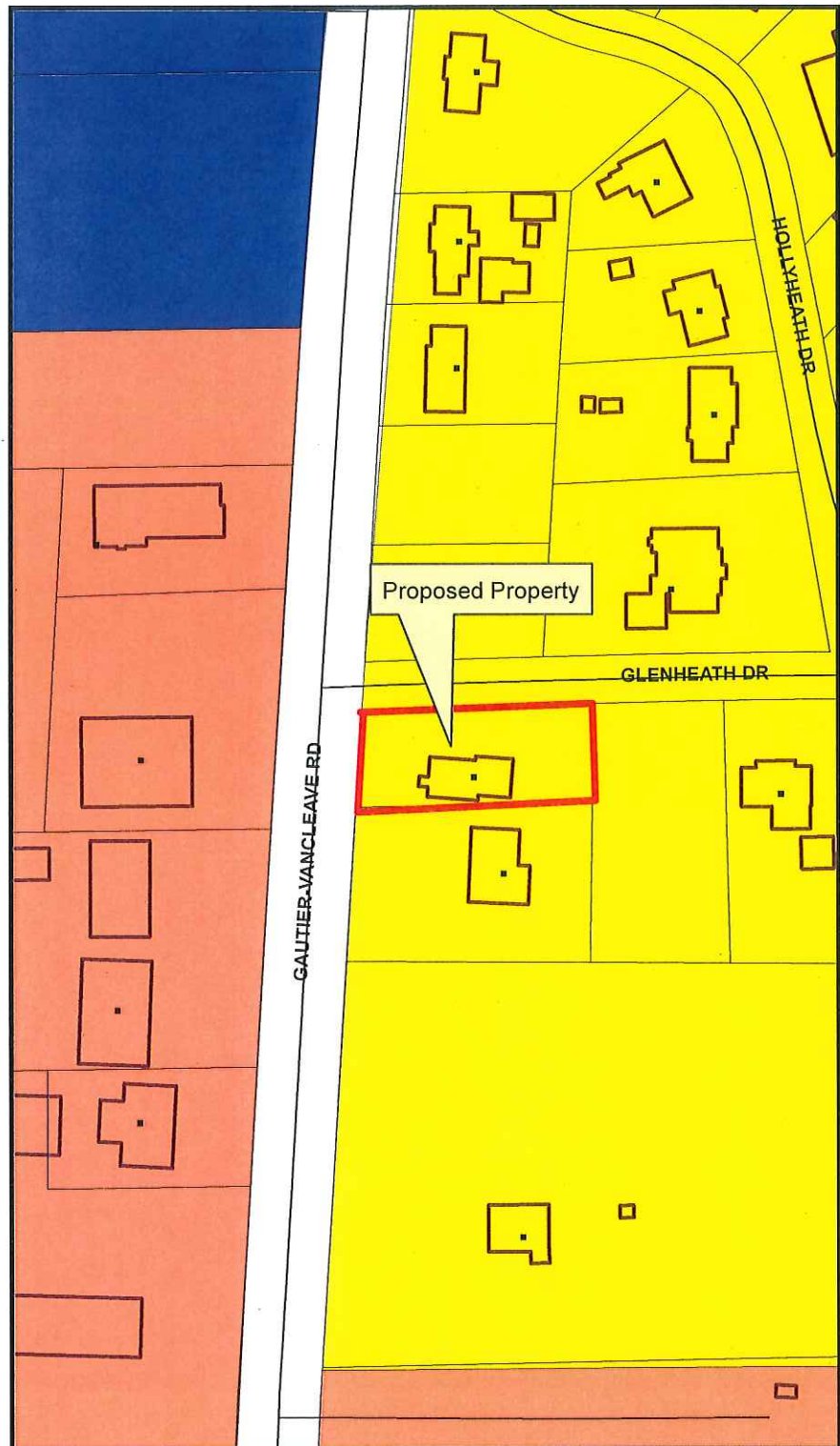
Prepared by the
City of Gautier
Planning Department

Legend

FUTURE LAND USE

FLU_Class

-  Civic
-  high impact commercial
-  Conservation
-  High Density Residential
-  Industrial
-  Low Density Residential
-  Medium Density Residential
-  Mobile Home Residential
-  low impact Commercial
-  Recreational
-  recreational commercial
-  Regional Scale Commercial
-  mixed use residential
-  Town Center
-  Very Low Density Residential



**CITY OF GAUTIER
Business Agenda Item #2
Fact Sheet**

Council Meeting:
Title:

January 15, 2019
**Resolution authorizing the issuance of a
General Obligation Bond of the City of Gautier for
sale to the Mississippi Development Bank in a total
not to exceed \$5,000,000.00.**

Introduced by:
Contact Person/Telephone

City Manager 497-8000 ext. 306

Summary Explanation: Resolution authorizing the issuance of a General Obligation Bond of the City of Gautier for sale to the Mississippi Development Bank in a total aggregate principal amount of not to exceed Five million dollars (\$5,000,000).

EXHIBITS FOR REVIEW

Resolution	☒
Ordinance	☐
Contract	☐
Minutes	☐
Plan Maps	☐
Order	☐
Other	☐
Submittal Authorization	City Manager

Staff Recommendation:

Approval

Motion Made by:

Torjusen	☐	Martin	☐	George	☐	Jackson	☐	Vaughan	☐	Anderson	☐	Colledge	☐
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Second Made by:

Torjusen	☐	Martin	☐	George	☐	Jackson	☐	Vaughan	☐	Anderson	☐	Colledge	☐
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Voted as follows:		Ayes	Nays	Abstained	Absent
Mayor	Torjusen	☐	☐	☐	☐
At Large	Martin	☐	☐	☐	☐
Ward 1	George	☐	☐	☐	☐
Ward 2	Jackson	☐	☐	☐	☐
Ward 3	Vaughan	☐	☐	☐	☐
Ward 4	Anderson	☐	☐	☐	☐
Ward 5	Colledge	☐	☐	☐	☐

Action Taken:

There came on for consideration the matter of providing financing for various capital improvements for the City of Gautier, Mississippi and, after a discussion of the subject matter, Councilman _____ offered and moved the adoption of the following resolution:

RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF GAUTIER, MISSISSIPPI AUTHORIZING THE ISSUANCE OF A GENERAL OBLIGATION BOND OF THE CITY FOR SALE TO THE MISSISSIPPI DEVELOPMENT BANK IN A TOTAL AGGREGATE PRINCIPAL AMOUNT OF NOT TO EXCEED FIVE MILLION DOLLARS (\$5,000,000) TO RAISE MONEY FOR THE PURPOSE OF (A) CONSTRUCTING, IMPROVING, EQUIPPING OR PAVING STREETS, SIDEWALKS, DRIVEWAYS, PARKWAYS, PUBLIC PLAY GROUNDS, WALKWAYS OR PUBLIC PARKING FACILITIES, BRIDGES, CULVERTS AND PURCHASING LAND THEREFOR IF NECESSARY, (B) ERECTING, REPAIRING, IMPROVING, ADORNING, EQUIPPING AND FURNISHING MUNICIPAL BUILDINGS, (C) REPAIRING, IMPROVING, AND EXTENDING PUBLIC UTILITY PLANTS OR DISTRIBUTION SYSTEMS, (D) REPAIRING, IMPROVING AND EXTENDING SANITARY, STORM, DRAINAGE OR SEWERAGE SYSTEMS, AND (E) FINANCING OTHER RELATED PURPOSES AS AUTHORIZED UNDER SECTIONS 21-33-301 ET SEQ., MISSISSIPPI CODE OF 1972, AS AMENDED AND/OR SUPPLEMENTED FROM TIME TO TIME, INCLUDING PAYING FOR THE COST OF SUCH BORROWING; PRESCRIBING THE FORM AND DETAILS OF SAID BOND; PROVIDING CERTAIN COVENANTS OF SAID CITY IN CONNECTION WITH SAID BOND AND DIRECTING THE PREPARATION, EXECUTION AND DELIVERY THEREOF; AUTHORIZING THE SALE OF SAID BOND TO THE MISSISSIPPI DEVELOPMENT BANK; APPROVING THE FORM OF AND THE EXECUTION AND DELIVERY OF A CITY BOND PURCHASE AGREEMENT IN CONNECTION WITH THE SALE OF SAID BOND; APPROVING THE FORM OF AND AUTHORIZING THE DISTRIBUTION OF A PRELIMINARY OFFICIAL STATEMENT AND THE PREPARATION AND DISTRIBUTION OF A FINAL OFFICIAL STATEMENT IN CONNECTION WITH SAID BOND AND THE NOT TO EXCEED \$5,000,000 MISSISSIPPI DEVELOPMENT BANK SPECIAL OBLIGATION BONDS, SERIES 2019 (CITY OF GAUTIER, MISSISSIPPI PUBLIC IMPROVEMENT GENERAL OBLIGATION BOND PROJECT); APPROVING THE FORM OF AN INDENTURE OF TRUST FOR SAID MISSISSIPPI DEVELOPMENT BANK BONDS; AUTHORIZING AND APPROVING THE FORM OF AND THE EXECUTION AND DELIVERY OF A BOND PURCHASE AGREEMENT AND CERTAIN OTHER DOCUMENTS IN CONNECTION WITH SAID MISSISSIPPI DEVELOPMENT BANK BONDS AND SAID CITY BOND; AND FOR RELATED PURPOSES.

WHEREAS, the Mayor and City Council of the City of Gautier, Mississippi (the "Governing Body"), acting for and on behalf of the City of Gautier, Mississippi (the "City"), is authorized by Sections 21-33-301 *et seq.*, Mississippi Code of 1972, as amended and

supplemented from time to time (the "City Bond Act"), to issue general obligation bonds for the purposes set forth therein, including, but not limited, (a) constructing, improving, equipping or paving streets, sidewalks, driveways, parkways, public play grounds, walkways or public parking facilities, bridges, culverts and purchasing land therefor if necessary, (b) erecting, repairing, improving, adorning, equipping and furnishing municipal buildings, (c) repairing, improving, and extending public utility plants or distribution systems, (d) repairing, improving and extending sanitary, storm, drainage or sewerage systems, and (e) financing other related purposes as authorized under the City Bond Act, including paying for the cost of such borrowing (collectively, the "City Project"); and

WHEREAS, the Governing Body, acting for and on behalf of the City, is also authorized under the City Bond Act and Sections 31-25-1 *et seq.*, Mississippi Code of 1972, as amended (the "Bank Act" and together with the City Bond Act, the "Act"), and other applicable laws of the State of Mississippi (the "State"), to issue its general obligation bond for sale to the Mississippi Development Bank (the "Bank") in such amount as it may find necessary and proper in order to provide funds to finance the costs of the City Project and to secure such general obligation bond with the full faith, credit and taxing power of the City; and

WHEREAS, the City Project is in accordance with and in furtherance of the provisions of the Act; and

WHEREAS, the City is a "local governmental unit" under the Bank Act; and

WHEREAS, on November 21, 2017, the Governing Body adopted a resolution (the "Intent Resolution") declaring its intention to either (a) issue and sell general obligation bonds of the City pursuant to the City Bond Act in an aggregate principal amount not to exceed Five Million Dollars (\$5,000,000), (b) issue and sell a general obligation bond of the City to the Bank pursuant to the Act in an aggregate principal amount not to exceed Five Million Dollars (\$5,000,000), or (c) enter into a loan with the Bank pursuant to the Act in an amount not to exceed Five Million Dollars (\$5,000,000), all for the purpose of providing financing for the City Project; and

WHEREAS, as required by the Intent Resolution and the Act, a copy of the Intent Resolution (the "Notice of Intent") was published in *The Mississippi Press*, a newspaper having a general circulation in the City and qualified under the provisions of Section 13-3-31, Mississippi Code of 1972, as amended, on December 6, 13, 20, and 27, 2017, said publication being for at least three (3) consecutive weeks, with the first publication of the Notice of Intent being made not less than twenty-one (21) days prior to January 2, 2018, and the last publication being made not more than seven (7) days prior to such date; and

WHEREAS, as of the hour of 6:30 o'clock p.m. on January 2, 2018, (a) no qualified elector of the City had filed a written protest or objection of any kind or character with the City Clerk (the "Clerk") or any member of the Governing Body against the issuance of such general obligation bond or bonds of the City or the sale thereof to the Bank or such loan from the Bank as described in the Notice of Intent pursuant to the Act, and (b) in accordance with the Notice of Intent, all persons present or represented by counsel or otherwise were given the opportunity to be heard concerning the issuance of such general obligation bond or bonds or such loan as

described in the Notice of Intent pursuant to the Act and the purposes for which such borrowing is to be obtained and no protest or objection of any kind or character against such borrowing or the purposes for which it is to be obtained was presented; and

WHEREAS, at the hour of 6:30 o'clock p.m. on January 2, 2018, at the usual meeting place of the Governing Body, the Governing Body convened and adopted a resolution finding and determining that the Notice of Intent was duly published as required by law and that no written protest or other objection of any kind or character against the issuance of such general obligation bond or bonds or such loan was filed by qualified electors of the City and authorizing and approving the issuance of such general obligation bond or bonds or such loan to raise money for the City Project, all in accordance with the Act; and

WHEREAS, it would be in the best interest of the City for the Governing Body to provide funding for the costs of the City Project through the issuance of a general obligation bond of the City to be sold to the Bank in accordance with the Act; and

WHEREAS, after careful study and investigation by the Governing Body, it appears to be in the best interest of the citizens of the City for the City to issue its Public Improvement General Obligation Bond, Series 2019 in the principal amount of not to exceed Five Million Dollars (\$5,000,000) (the "City Bond") and to authorize the sale of the City Bond to the Bank; and

WHEREAS, the Bank will issue its Special Obligation Bonds, Series 2019 (City of Gautier, Mississippi Public Improvement General Obligation Bond Project), in the aggregate principal amount of not to exceed Five Million Dollars (\$5,000,000) (the "Bank Bonds") and will use a portion of the proceeds thereof to purchase the City Bond; and

WHEREAS, the issuance of the City Bond and the Bank Bonds for the purpose of providing funding for the City Project will result in a substantial public benefit to the citizens of the City; and

WHEREAS, the Governing Body is now desirous of proceeding with the issuance of the City Bond and the purchase thereof by the Bank with the proceeds of the Bank Bonds; and

WHEREAS, the Bank Bonds will be issued pursuant to and secured by an Indenture of Trust (the "Indenture"), by and between the Bank and the Trustee (as defined herein); and

WHEREAS, the proceeds of the Bank Bonds will be used to (a) purchase the City Bond, (b) pay capitalized interest on the Bank Bonds and the City Bond, if any, and (c) pay the costs incurred by the City and the Bank in connection with the sale and issuance of the Bank Bonds and the City Bond, including, but not limited to, a premium for a municipal bond insurance policy, if any (together, the "Project"); and

WHEREAS, the City Bond will be sold to the Bank pursuant to the terms and provisions of this Bond Resolution (as defined herein), the Act and a City Bond Purchase Agreement by and between the Bank and the City (the "City Bond Purchase Agreement"); and

WHEREAS, the City will make payments on the City Bond in amounts sufficient to pay the principal of, premium, if any, and interest on the Bank Bonds, as and when the same shall become due and payable; and

WHEREAS, the Bank Bonds will be sold to Duncan-Williams, Inc., as underwriter (the "Underwriter"), pursuant to the terms and provisions of a Bond Purchase Agreement, to be dated as of the date of the sale of the Bank Bonds (the "Bond Purchase Agreement"), by and among the Bank, the Underwriter and the City; and

WHEREAS, there have been prepared and submitted to the Governing Body forms of:

(a) the Indenture under which the Bank Bonds will be issued and by which they will be secured,

(b) the City Bond Purchase Agreement providing for the sale of the City Bond to the Bank,

(c) the Bond Purchase Agreement providing for the sale of the Bank Bonds to the Underwriter,

(d) the Bank's Preliminary Official Statement (the "Preliminary Official Statement") describing the Bank Bonds, the City Bond, the terms of the Indenture and other matters in connection with the sale and issuance of the Bank Bonds and the City Bond, and

(e) a continuing disclosure agreement (the "Continuing Disclosure Agreement"), in connection with the Bank Bonds, between the City and the Trustee, dated the date of issuance and delivery of the Bank Bonds, in connection with the Bank Bonds; and

WHEREAS, it appears that each of the documents referred to above, which documents are now before the Governing Body, is in appropriate form and is an appropriate document for the purposes identified; and

WHEREAS, upon approval by the Bank, the Preliminary Official Statement will be distributed to the Underwriter for use in connection with the sale of the Bank Bonds; and

WHEREAS, all conditions, acts and things required by the Act and the Constitution and laws of the State to have existed, to have happened and to have been performed precedent to and in connection with the adoption of this Bond Resolution, the sale and issuance of the City Bond to the Bank, the sale and issuance of the Bank Bonds, the execution by the City of the Bond Purchase Agreement, the City Bond Purchase Agreement and the Continuing Disclosure Agreement and the distribution of the Preliminary Official Statement have happened and have been performed in regular and due time, form and manner as required by law; and

WHEREAS, it is proposed that the Governing Body should take all such additional actions, authorize the execution of such certificates, applications, reports and notices, and authorize such other actions and proceedings as shall be necessary in connection with the sale and issuance of the City Bond and the Bank Bonds.

NOW, THEREFORE, BE IT RESOLVED, DETERMINED AND ORDERED BY THE MAYOR AND CITY COUNCIL OF THE CITY, ACTING FOR AND ON BEHALF OF THE CITY, AS FOLLOWS:

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

SECTION 2. This Bond Resolution is adopted pursuant to the Act and the Constitution and laws of the State.

SECTION 3. In addition to any words and terms elsewhere defined herein, the following words and terms shall have the following meanings, unless some other meaning is plainly intended:

"Act" shall mean together the City Bond Act and the Bank Act.

"Agent" shall mean any Paying Agent or Transfer Agent, whether serving in either or both capacities. The Agent shall initially be the Trustee.

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

"Bank" shall mean the Mississippi Development Bank.

"Bank Act" shall mean Sections 31-25-1 *et seq.*, Mississippi Code of 1972, as amended and supplemented from time to time.

"Bank Bonds" shall mean the not to exceed \$5,000,000 Mississippi Development Bank Special Obligation Bonds, Series 2019 (City of Gautier, Mississippi Public Improvement General Obligation Bond Project), authorized to be issued by the Bank pursuant to the Bank Act and the terms and conditions of the Indenture.

"Bond Counsel" shall mean the law firm selected by the Mayor in connection with the City Bond and the Bank Bonds.

"Bond Resolution" shall mean this resolution.

"Business Day" shall mean any day other than (a) a Saturday, (b) a Sunday, (c) any other day on which banking institutions in New York, New York, or in the city in which the Trustee maintains its principal corporate trust office, are authorized or required not to be open for the transaction of regular banking business, (d) any day the City Hall in Gautier, Mississippi is closed, or (e) a day on which the New York Stock Exchange is closed.

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

"City Bond" shall mean the not to exceed \$5,000,000 Public Improvement General Obligation Bond, Series 2019, of the City authorized and directed to be issued by this Bond Resolution.

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

"City Bond Payments" shall mean the payments required of the City hereunder as provided in Sections 9 and 18 hereof.

"City Counsel" shall mean Bordis & Danos, PLLC.

"City Manager" shall mean the City Manager of the City.

"City Project" shall mean providing funds for the purpose of (a) constructing, improving, equipping or paving streets, sidewalks, driveways, parkways, public play grounds, walkways or public parking facilities, bridges, culverts and purchasing land therefor if necessary, (b) erecting, repairing, improving, adorning, equipping and furnishing municipal buildings, (c) repairing, improving, and extending public utility plants or distribution systems, (d) repairing, improving and extending sanitary, storm, drainage or sewerage systems, and (e) financing other related purposes as authorized under the City Bond Act, including the costs of issuance of the Bank Bonds and the City Bond.

"Clerk" shall mean the Clerk of the City.

"Code" shall mean the Internal Revenue Code of 1986 in effect on the date of issuance of the Bank Bonds and the City Bond, and the applicable regulations or rulings promulgated or proposed thereunder, and any successor thereto, as such may be amended from time to time.

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

"Interest Payment Date" shall mean the interest payment dates for the Bank Bonds as described in Section 2.03 of the Indenture.

"Mayor" shall mean the Mayor of the City.

"Municipal Advisor" shall mean Government Consultants, Inc.

"Paying Agent" shall mean any bank, trust company or other institution hereafter designated by the Governing Body for the payment of the principal of and interest on the City Bond. The Paying Agent shall initially be the Trustee.

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

"Project" shall mean providing funds to finance (a) the purchase of the City Bond, (b) capitalized interest on the Bank Bonds and the City Bond, if any, and (c) the costs of issuance of the City Bond and the Bank Bonds.

"Record Date Registered Owner" shall mean the Registered Owner of the City Bond as of the Record Date.

"Record Date" shall have the meaning given to it in Section 1.01 of the Indenture.

"Registered Owner" or "Bondholder" shall mean the Person whose name shall appear in the registration records of the City maintained by the Transfer Agent and shall initially be the Trustee as assignee of the Bank as provided for in the Indenture.

"State" shall mean the State of Mississippi.

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

"Trustee" shall mean the state banking corporation or national banking association with corporate trust powers qualified to act as Trustee under the Indenture approved by the Executive Director of the Bank and the Mayor, as trustee under the Indenture.

"2019 Bond Fund" shall mean the City of Gautier, Mississippi Public Improvement General Obligation Bond, Series 2019 Bond Fund provided for in Section 18 hereof.

"2019 Construction Fund" shall mean the City of Gautier, Mississippi Public Improvement General Obligation Bond, Series 2019 Construction Fund provided for in Section 19 hereof.

"Underwriter" shall mean Duncan-Williams, Inc., Memphis, Tennessee, as underwriter of the Bank Bonds.

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 such word or term.

SECTION 4. The Governing Body, acting for and on behalf of the City, does hereby find and declare that the sale and issuance of the City Bond pursuant to the Act in an aggregate principal amount of not to exceed Five Million Dollars (\$5,000,000) is necessary and advisable and conforms to the City Act.

SECTION 5. The City Bond is hereby authorized and ordered to be prepared and issued in a principal amount of not to exceed Five Million Dollars (\$5,000,000) to provide financing for the City Project as authorized by the Act. The Governing Body is authorized and empowered by the provisions of the City Bond Act to issue the City Bond without an election on the question of the issuance thereof and is authorized to issue the City Bond pursuant to the Act or as may otherwise be provided by law.

SECTION 6. The Governing Body hereby further authorizes and approves the sale of the City Bond to the Bank pursuant to the terms and provisions of the City Bond Purchase Agreement and based upon the terms and conditions of the sale of the Bank Bonds by the Bank to the Underwriter. The Bank Bonds are being sold to the Underwriter pursuant to the terms and provisions of the Bond Purchase Agreement.

SECTION 7. The Governing Body does hereby find and determine that the Bank Bonds are being issued to provide financing for the costs of the Project and the City Bond is being issued to provide financing for the costs of the City Project.

SECTION 8. In consideration of the purchase and acceptance of the City Bond by those who shall hold the same from time to time, this Bond Resolution shall constitute a contract between the City and the Registered Owner from time to time of the City Bond. The pledge made herein and the covenants and agreements herein set forth to be performed on behalf of the City for the benefit of the Registered Owner shall be for the equal benefit, protection and security of the Registered Owner, all of which, regardless of the time or times of its authentication and delivery or maturity, shall be of equal rank without preference, priority or distinction.

SECTION 9. (a) Payments of interest on the City Bond shall be made to the Record Date Registered Owner, and payments of principal shall be made to the Record Date Registered Owner in lawful money of the United States of America upon presentation of the City Bond at the corporate trust office of the Paying Agent.

(b) The City Bond shall be dated the date of its delivery; shall be issued as a fully registered bond in a single denomination equal to the principal amount thereof; shall be numbered R-1; shall bear interest from the date thereof at the rate or rates borne by the Bank Bonds (as provided in the Indenture) which rate or rates shall be reviewed by the Municipal Advisor and determined to be reasonable under then current market conditions, payable on each Interest Payment Date, subject to the limitation that the City Bond shall not bear a greater overall interest rate to maturity than eleven percent (11%) per annum; and shall mature and become due and payable in the same manner and at the same dates and times as provided for the Bank Bonds in the Indenture; provided, however, that the final maturity for the City Bond shall be no later than twenty-two (22) years from its date of issuance unless earlier redeemed as provided for in this Bond Resolution and the Indenture.

(c) The City Bond is subject to redemption prior to maturity only at the times, to the extent, in the manner and as otherwise provided for the Bank Bonds in the Indenture. If applicable, the City shall provide proper notices to the Bank and the Trustee as provided in the Indenture in the event the City elects to redeem the City Bond or any portion thereof, and redemption of the City Bond or any portion thereof shall be as provided in this Section 9 and Article IV of the Indenture. It is intended that redemption of the City Bond may only occur through the processes provided in the Indenture, and the City hereby accepts such redemption provisions by this reference.

(d) A default in the due and punctual payment of any interest or principal on the City Bond or a default by the City under this Bond Resolution is an Event of Default (as defined in

the Indenture) under the Indenture entitling the Trustee to exercise certain remedies under the Indenture, including, but not limited to, the acceleration of all principal and interest due and owing on the Bank Bonds outstanding. In the event the Trustee exercises such remedies under the Indenture, the principal and interest due and owing on the City Bond may be accelerated in accordance with the Indenture and the City shall cause the City Bond to be redeemed and paid in full.

SECTION 10. (a) When the City Bond shall have been validated and executed as herein provided, it shall be registered as an obligation of the City in the office of the Clerk in a record maintained for that purpose, and the Clerk shall cause to be imprinted upon the City Bond, over such official's manual or facsimile signature and manual or facsimile seal, its certificate in substantially the form set out in Section 12 hereof.

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

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

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

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

(ii) an authorization to the Transfer Agent, signed by the Mayor, to authenticate and deliver the City Bond to the Bank; and

(iii) such other documentation, if any, as may be required by this Bond Resolution, the Bond Purchase Agreement, Bond Counsel and the Indenture.

(e) At delivery, the Transfer Agent shall authenticate the City Bond and deliver it to the Bank upon payment of the purchase price of the City Bond to the City in accordance with the City Bond Purchase Agreement.

SECTION 11. (a) The City hereby designates the Trustee as the Paying Agent and Transfer Agent for the City Bond. The City specifically reserves the right to hereafter designate

a separate Paying Agent and Transfer Agent in its discretion, subject, however to the terms and conditions of the Indenture, and as hereinafter provided.

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

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

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

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

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

(g) The provisions of Sections 11.07 and 11.08 of the Indenture shall govern the acceptance of any appointment of a successor Agent.

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

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

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

SECTION 12. The City Bond shall be in substantially the following form and the Mayor and the Clerk be and are hereby authorized and directed to make such changes, insertions and omissions therein as may in their opinions be required:

[CITY BOND FORM]

THIS CITY BOND HAS BEEN ASSIGNED TO _____, AS TRUSTEE (THE "TRUSTEE") UNDER AN INDENTURE OF TRUST, (THE "INDENTURE") DATED AS OF _____ 1, 2019, BY AND BETWEEN THE MISSISSIPPI DEVELOPMENT BANK AND THE TRUSTEE. THIS CITY BOND IS REGISTERED IN THE NAME OF THE TRUSTEE AND IS NON-TRANSFERRABLE EXCEPT AS PERMITTED IN THE INDENTURE.

**UNITED STATES OF AMERICA
STATE OF MISSISSIPPI
JACKSON COUNTY**

**CITY OF GAUTIER, MISSISSIPPI
PUBLIC IMPROVEMENT GENERAL OBLIGATION BOND,
SERIES 2019**

NO. R-1

\$ _____

Rate of Interest

Maturity

Date of Original Issue

***Payable
as set forth herein***

_____ 1, _____

_____, 2019

REGISTERED OWNER: _____,

As Assignee of the Mississippi Development Bank

PRINCIPAL AMOUNT: _____ MILLION AND NO/100THS DOLLARS

The City of Gautier, Mississippi (the "City"), a body politic existing under the Constitution and laws of the State of Mississippi, acknowledges itself to owe and for value received, promises to pay in lawful money of the United States of America to the Registered Owner identified above, upon the presentation and surrender hereof, at the corporate trust office of _____, in _____, Mississippi, or its successor, as paying agent (the "Paying Agent") for the Public Improvement General Obligation Bond, Series 2019 of the City (this "City Bond"), on the maturity date identified above, the principal amount identified above. Payment of the principal amount of this City Bond shall be made to the Registered Owner hereof who shall appear in the registration records of the City maintained by _____,

_____, Mississippi, or its successor, as transfer agent for the City Bond (the "Transfer Agent") at the times and periods as provided in the Indenture (as defined herein).

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

Payments of principal of and interest on this City Bond shall be made by check or draft mailed to such Registered Owner at its address as such address appears on such registration records in time to reach the Registered Owner at least five (5) days prior to an Interest Payment Date (as defined in the Bond Resolution, as hereinafter defined).

This City Bond is issued under the authority of the Constitution and statutes of the State of Mississippi, including Sections 21-33-301 *et seq.*, Mississippi Code of 1972, as amended and supplemented from time to time (the "City Bond Act"), and Sections 31-25-1 *et seq.*, Mississippi Code of 1972, as amended and supplemented from time to time (together with the City Bond Act, the "Act"), and by the further authority of proceedings duly had by the Mayor and City Council of the City, including a resolution adopted on January 15, 2019 (the "Bond Resolution").

This City Bond is issued in the aggregate authorized principal amount of _____ Dollars (\$_____) to provide funds for the purposes set forth in the Bond Resolution, including, but not limited to, (a) constructing, improving, equipping or paving streets, sidewalks, driveways, parkways, public play grounds, walkways or public parking facilities, bridges, culverts and purchasing land therefor if necessary, (b) erecting, repairing, improving, adorning, equipping and furnishing municipal buildings, (c) repairing, improving, and extending public utility plants or distribution systems, (d) repairing, improving and extending sanitary, storm, drainage or sewerage systems, (e) financing other related purposes as authorized under the City Bond Act, (f) paying capitalized interest on the Bank Bonds (as hereinafter defined) and this City Bond, and (g) paying the costs of issuance of this City Bond and the Bank Bonds.

The City will duly and punctually pay the principal of, premium, if any, and interest on this City Bond at the dates and the places and in the manner mentioned in the Bond Resolution, according to the true intent and meaning thereof. Notwithstanding any schedule of payments upon the City Bond, the City agrees to make payments upon the City Bond and be liable therefor at such times and in such amounts (including principal, premium, if any, and interest) so as to provide for payment of the principal of, premium, if any, and interest on the \$_____ Mississippi Development Bank Special Obligation Bonds, Series 2019 (City of Gautier, Mississippi Public Improvement General Obligation Bond Project) (the "Bank Bonds"), outstanding under the Indenture of Trust, by and between the Mississippi Development Bank and _____, _____, Mississippi, as trustee (the "Trustee"), dated as of _____ 1, 2019 (the "Indenture") when due whether upon a scheduled interest payment date, redemption or at maturity.

Reference is hereby made to the Bond Resolution and to all amendments and supplements thereto for the provisions, among others, with respect to the nature and extent of the

security for the bondholder, the rights, duties and obligations of the City and the bondholder and the terms upon which this City Bond is or may be issued and secured.

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

This City Bond shall be a general obligation of the City payable as to principal of, premium, if any, and interest out of and secured by a special tax to be levied annually by the City, without limitation as to time, rate or amount, upon all of the taxable property within the geographical boundaries of the City adequate and sufficient to provide for the payment of the principal of, premium, if any, and interest on the City Bond as the same becomes due. Said tax shall be extended upon the tax rolls and collected in the same manner and at the same time as other taxes of the City are collected, and the rate of the tax which shall be so extended shall be sufficient in each year fully to produce the sums required as aforesaid, without limitation as to time, rate or amount; provided, however, that such tax levy for any year shall be abated *pro tanto* to the extent the City on or prior to September 1 of that year has transferred money to the 2019 Bond Fund (as defined in the Bond Resolution), or has made other provisions for funds, to be applied toward the payment of the principal of and interest on the City Bond due during the ensuing fiscal year of the City, in accordance with the provisions of the Bond Resolution. The avails of said tax are irrevocably pledged by the City under the Bond Resolution for the payment of the principal of, premium, if any, and interest on the City Bond as the same shall mature and accrue. Should there be a failure in any year to comply with the requirements, such failure shall not impair the right of the holder of the City Bond in any subsequent year to have adequate taxes levied and collected to meet the obligations of the City Bond, as to principal of, premium, if any, and interest.

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

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

Upon a default in payment under this City Bond, the Trustee may, as provided in the Indenture and the Bond Resolution, declare the principal of and accrued interest on this City Bond to be due and payable immediately.

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

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

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

Capitalized terms used herein, but not defined herein, shall have the meanings given to such terms in the Bond Resolution and the Indenture.

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

IN WITNESS WHEREOF, the City has caused this City Bond to be executed in its name by the manual or facsimile signature of the Mayor of the City, countersigned by the manual or facsimile signature of the City Clerk of the City, under the manual or facsimile seal of the City, which said manual or facsimile signatures and seal said officials adopt as and for their own proper signatures and seal, on this the _____ day of _____, 2019.

(SEAL)

CITY OF GAUTIER, MISSISSIPPI

By _____
Mayor

ATTEST:

City Clerk

CERTIFICATE OF REGISTRATION AND AUTHENTICATION

This City Bond is the City Bond described in the within mentioned Bond Resolution and is the Public Improvement General Obligation Bond, Series 2019, of the City of Gautier, Mississippi.

_____, as Transfer Agent

By _____
Authorized Signatory

Date of Registration and Authentication: _____, 2019

REGISTRATION AND VALIDATION CERTIFICATE

STATE OF MISSISSIPPI COUNTY OF JACKSON

I, the undersigned City Clerk of the City of Gautier, Mississippi, do hereby certify that the within City Bond has been duly registered by me as an obligation of said City pursuant to law in a record kept in my office for that purpose, and has been validated and confirmed by Decree of the Chancery Court of Jackson County, Mississippi, rendered on the _____ day of _____, 2019.

(SEAL)

City Clerk

[END OF CITY BOND FORM]

SECTION 13. In case the City Bond shall become mutilated or be stolen, destroyed or lost, the City shall, if not then prohibited by law, cause to be authenticated and delivered a new City Bond of like date, number, maturity and tenor in exchange and substitution for and upon cancellation of such mutilated City Bond, or in lieu of and in substitution for such City Bond stolen, destroyed or lost, upon the Registered Owner's paying the reasonable expenses and charges of the City in connection therewith, and in case of a City Bond stolen, destroyed or lost, such Registered Owner's filing with the City or Transfer Agent evidence satisfactory to them that the City Bond was stolen, destroyed or lost, and of its ownership thereof, and furnishing the City or the Transfer Agent with such security and/or indemnity as may be required by law or by them to save each of them harmless from all risks, however remote.

SECTION 14. The City Bond shall be a general obligation of the City and the City hereby irrevocably pledges its full faith, credit and taxing power for the purpose of effectuating and providing for the payment of the principal of, premium, if any, and interest on the City Bond as the same shall respectively mature and accrue. There shall be levied annually by the City, without limitation as to time, rate or amount, upon all of the taxable property within the geographical boundaries of the City adequate and sufficient to provide for the payment of the principal of, premium, if any, and interest on the City Bond as the same becomes due. Said tax shall be extended upon the tax rolls and collected in the same manner and at the same time as other taxes of the City are collected, and the rate of the tax which shall be so extended shall be sufficient in each year fully to produce the sums required as aforesaid, without limitation as to time, rate or amount; provided, however, that such tax levy for any year shall be abated *pro tanto* to the extent the City on or prior to September 1 of that year has transferred money to the Series 2019 Bond Fund, or has made other provisions for funds, to be applied toward the payment of the principal of and interest on the City Bond due during the ensuing fiscal year of the City, in accordance with the provisions of this Bond Resolution. The avails of said tax are hereby irrevocably pledged for the payment of the principal of, premium, if any, and interest on the City

Bond as the same shall mature and accrue. Should there be a failure in any year to comply with the requirements, such failure shall not impair the right of the holder of the City Bond in any subsequent year to have adequate taxes levied and collected to meet the obligations the City Bond, as to principal of, premium, if any, and interest.

SECTION 15. Only if the City Bond shall have endorsed thereon a certificate of registration and authentication in substantially the form hereinabove set forth, duly executed by the Transfer Agent, shall the City Bond be entitled to the rights, benefits and security of this Bond Resolution. The City Bond shall not be valid or obligatory for any purpose unless and until such certificate of registration and authentication shall have been duly executed by the Transfer Agent, which executed certificate shall be conclusive evidence of registration, authentication and delivery under this Bond Resolution. The Transfer Agent's certificate of registration and authentication on the City Bond shall be deemed to have been duly executed if signed by an authorized officer of the Transfer Agent; provided, however, it shall not be necessary that the same officer sign said certificate on every City Bond that may be issued hereunder.

SECTION 16. Ownership of the City Bond shall be in the Bank or its assignee. The Person in whose name the City Bond shall be registered in the records of the City maintained by the Transfer Agent may be deemed the absolute owner thereof for all purposes, and payment of or on account of the principal of, premium, if any, or interest on the City Bond shall be made only to or upon the order of the Registered Owner thereof, or its legal representative, but such registration may be changed as hereinafter provided. All such payments shall be valid and effectual to satisfy and discharge the liability upon the City Bond to the extent of the sum or sums so paid.

SECTION 17. The City Bond shall be transferable only as provided in the Indenture. Upon the transfer of the City Bond, the City, acting through the Transfer Agent, shall issue in the name of the transferee a new City Bond of the same aggregate principal amount and maturity and rate of interest as the surrendered City Bond.

SECTION 18. (a) The City hereby establishes the "City of Gautier, Mississippi Public Improvement General Obligation Bond, Series 2019 Bond Fund" (the "2019 Bond Fund") which shall be maintained with a qualified depository in its name for the payment of the principal of, premium, if any, and interest on the City Bond, and the payment of the Agent's fees in connection therewith. There shall be deposited into the 2019 Bond Fund as and when received:

- (i) The avails of any of the taxes levied and collected pursuant to Section 14 hereof;
- (ii) Any income received from the investment of monies in the 2019 Bond Fund; and
- (iii) Any other funds available to the City which may be lawfully used for payment of the principal of, premium, if any, and interest on the City Bond or for other obligations of the City which may be due under the Indenture, and which the Governing Body, in its discretion, may direct to be deposited into the 2019 Bond Fund.

(b) As long as any principal of, premium, if any, and interest on the City Bond or the Bank Bonds remain outstanding and/or other obligations of the City remain outstanding hereunder or under the Indenture, the Clerk is hereby irrevocably authorized and directed to withdraw from the 2019 Bond Fund sufficient monies to make the payments necessary (the "City Bond Payments") to pay (i) the principal of, premium, if any, and interest coming due on the Bank Bonds, and (ii) any additional payments necessary and required as obligations of the City hereunder or under the Indenture, including, but not limited to Program Expenses (as such term is defined in the Indenture), and to transfer same to the account of the Trustee in time to reach the Trustee at least five (5) days prior to the date on which said interest, principal or premium, if any, on the Bank Bonds shall become due, or in such time as may be required for any other payments regarding the Bank Bonds shall become due. The Trustee shall deposit all City Bond Payments received in the General Account of the General Fund of the Indenture (as such terms are defined in the Indenture), or such other fund or account as the Trustee is so directed in the Indenture.

SECTION 19. (a) The City hereby establishes the "City of Gautier, Mississippi Public Improvement General Obligation Bond, Series 2019 Construction Fund" (the "2019 Construction Fund") which shall be maintained with a qualified depository in its name. A portion of the proceeds received upon the sale of the City Bond as provided in Section 6.07 of the Indenture shall be transferred by the Trustee and deposited in the 2019 Construction Fund. Monies deposited in the 2019 Construction Fund shall be used, to the extent permitted by law, (i) for the City Project; (ii) to pay architectural, engineering, fiscal, paying agent, printing, accounting, construction manager, feasibility consultant, legal expenses and development expenses incurred in connection with the City Project; and (iii) to pay costs related to any suits and proceedings in connection with the City Project, including any costs of settlement thereof. Any income received from investment of monies in the 2019 Construction Fund shall be deposited in the 2019 Construction Fund and shall be used for the costs of the City Project. Any amounts which remain in the 2019 Construction Fund after the completion of the City Project shall be transferred to the 2019 Bond Fund and used as permitted under the Code and State law.

(b) The balance of the proceeds derived from the sale of the City Bond following the deposits to be made pursuant to this Section 19 shall be retained by the Bank and deposited with the Trustee under the Indenture to be used for the payment of capitalized interest on the Bank Bonds and the City Bond, if any, the costs of issuance and sale of the City Bond and the Bank Bonds, all as provided in the Indenture.

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

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

(c) Principal of and interest on the City Bond shall be paid by the Paying Agent by check or draft mailed to the Registered Owner at the address appearing in the registration records of the Transfer Agent in time to reach the Registered Owner at least five (5) days prior to an Interest Payment Date. Any such address may be changed by written notice from the Registered Owner to the Transfer Agent by certified mail, return receipt requested, or such other method and at the times as may be subsequently prescribed by the Transfer Agent.

SECTION 21. The City may issue refunding bonds, in one or more series, with the consent of the Bank pursuant to a supplement to this Bond Resolution or a separate resolution to provide funds for the refunding of all or a portion of the City Bond so long as: (a) no default has occurred and is continuing under this Bond Resolution or the Indenture; and (b) there shall have been filed with the City and the Trustee an opinion of Bond Counsel that the exclusion from gross income for federal income tax purposes of interest on the Bank Bonds then outstanding under the Indenture shall not be adversely affected.

Such refunding bonds shall be appropriately designated, shall be dated, shall bear interest at a rate or rates not exceeding the maximum rate then permitted by law, shall be numbered, shall have such paying agents and shall have such maturities and redemption provisions, all as may be provided in the supplement to this Bond Resolution or separate resolution of the Governing Body authorizing the issuance of such refunding bonds.

It is intended that this Section 21 allow for the provision of refunding bonds commensurate with the ability of the Bank to issue its refunding bonds as provided in Section 2.05 of the Indenture.

SECTION 22. The City Bond may be submitted to validation in the Chancery Court of Jackson County, Mississippi, in the manner and with the force and effect provided by Sections 31-13-1 *et seq.*, Mississippi Code of 1972, as amended and supplemented from time to time. The Clerk is hereby directed to make up a transcript of all legal papers and proceedings relating to the City Bond and to certify and forward the same to the State's Bond Attorney for the institution of validation proceedings.

SECTION 23. The City covenants to comply with each requirement of the Code and the regulations promulgated thereunder necessary to maintain the exclusion of interest on the Bank Bonds from gross income for federal income tax purposes, and in furtherance thereof, to comply with a certificate of the City to be executed and delivered concurrently with the issuance of the City Bond and the Bank Bonds, or such other covenants as may, from time to time, be required to be complied with in order to maintain the exclusion of interest on the Bank Bonds from gross income for federal income tax purposes. The City shall not use or permit the use of any of the proceeds of the City Bond or the Bank Bonds, or any other funds of the City, directly or indirectly, to acquire any securities, obligations or other investment property, and shall not take or permit to be taken any other action or actions, which would cause any Bank Bond to be an "arbitrage bond" as defined in Section 148 of the Code. Notwithstanding any other provisions to the contrary, so long as necessary in order to maintain the exclusion of interest on the Bank Bonds from gross income for federal income tax purposes under the Code, the covenants contained in this Section 23 shall survive the payment of the City Bond and the Bank Bonds and the interest thereon, including any payment or defeasance thereof.

SECTION 24. The City represents as follows:

- (a) The City shall take no action that would cause the Bank Bonds to be "federally guaranteed" within the meaning of Section 149(b) of the Code;
- (b) The City shall take all necessary action to have the Bank Bonds registered within the meaning of Section 149(a) of the Code; and
- (c) The City will not employ any device or abusive transaction with respect to the investment of the proceeds of the Bank Bonds and, to the extent necessary, the City Bond.

SECTION 25. The City hereby covenants that in connection with the Bank Bonds it shall make, or cause to be timely made to the United States of America, any rebate payment required by Section 148(f) of the Code and the regulations promulgated thereunder and to that end, will enter into the Arbitrage Rebate Agreement (as defined in the Indenture) with the Bank and the Trustee.

SECTION 26. The Mayor is hereby authorized to sign and file or cause to be filed a completed I.R.S. Form 8038-G "Information Return for Governmental Obligations" if required by Section 149(e) of the Code.

SECTION 27. The Mayor is hereby authorized to execute a non-arbitrage certification in order to comply with Section 148 of the Code and the applicable regulations thereunder.

SECTION 28. Pursuant to SEC Rule 15c2-12(b)(5) (the "Rule"), the City, as an "obligated person" under the Rule, covenants and agrees to execute the Continuing Disclosure Agreement, setting forth the City's agreement with regard to continuing disclosure and to comply with the covenants set forth therein and carry out all of the provisions of the Continuing Disclosure Agreement. In the event the City fails to comply with the provisions of the Continuing Disclosure Agreement, the beneficial owners of the Bank Bonds may take such actions as may be necessary and appropriate, including mandamus or specific performance by court order, to cause the City to comply with its obligations set forth in the Continuing Disclosure Agreement and this Section 28.

SECTION 29. (a) The Bank and the City, without the consent of the owners of any of the Bank Bonds outstanding under the Indenture, may enter into supplements to this Bond Resolution which shall not be inconsistent with the terms and provisions hereof for any of the purposes heretofore specifically authorized in this Bond Resolution or the Indenture, and in addition thereto for the following purposes:

- (i) To cure any ambiguity or formal defect or omission in the Indenture;
- (ii) To grant to or confer upon the Trustee for the benefit of the Bondholders any additional benefits, rights, remedies, powers or authorities that may lawfully be granted to or conferred upon the Bondholders or the Trustee, or to make any change which, in the opinion of Bond Counsel, does not materially and adversely affect the interest of the owner of the City Bond and does not require unanimous consent of the Bondholders pursuant to Section 12.01 of the Indenture;

(iii) To subject to the Indenture additional Revenues (as such term is defined in the Indenture), properties or collateral;

(iv) To modify, amend or supplement the Indenture or any indenture supplemental thereto in such manner as to permit the qualification thereof under the Trust Indenture Act of 1939 or any similar federal statute hereafter in effect or to permit the qualification of the Bank Bonds for sale under the securities laws of the United States of America or of any of the states of the United States of America, and, if they so determine, to add to the Indenture or any indenture supplemental thereto such other terms, conditions and provisions as may be permitted by said Trust Indenture Act of 1939 or similar federal statute; and

(v) To evidence the appointment of a separate or co-trustee or the succession of a new Trustee under the Indenture or the succession of a new registrar and/or paying agent.

(b) The provisions of this Bond Resolution may be amended in any particular with the written consent of the Bank to the extent authorized by the Indenture; provided, however, that no such amendment may be adopted which decreases the percentage of owners of Bank Bonds required to approve any amendment, or which permits a change in the date of payment of the principal of or interest on any Bank Bonds or of any redemption price thereof or the rate of interest thereon.

(c) If at any time the Bank and the City shall request the Trustee to consent to a proposed amendment of this Bond Resolution for any of the purposes of this Section 29, the Trustee shall, upon being satisfactorily indemnified and/or secured with respect to expenses, cause notice of the proposed execution of such proposed amendment to be given in the manner required by the Indenture to redeem Bank Bonds. Such notice shall briefly set forth the nature of the proposed amendment and shall state that copies thereof are on file at the principal corporate trust office of the Trustee for inspection by all holders of Bank Bonds. If, within sixty (60) days or such longer period as shall be prescribed by the Bank following such notice, the owners of not less than a majority in aggregate principal amount of the Bank Bonds outstanding at the time of the execution of any such proposed amendment shall have consented to and approved the execution thereof as herein provided, no owner of any Bank Bond shall have any right to object to any of the terms and provisions contained therein, or the operation thereof, or in any manner to question the propriety of the execution thereof, or to enjoin or restrain the Trustee, the City or the Bank from executing or approving the same or from taking any action pursuant to the provisions thereof. Upon the execution of any such proposed amendment permitted and provided in this Section, this Bond Resolution shall be modified and amended in accordance therewith.

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

SECTION 30. The Indenture, in the form submitted to this meeting, is hereby made part of this Bond Resolution as though set forth in full herein and shall be, and the same hereby is, approved in substantially said form. The Mayor be, and hereby is, authorized to approve such

additional changes as may be requested by the Bank. The City hereby approves and acknowledges the Indenture and the terms and provisions thereof and recognizes that many items governing the terms and conditions of the City Bond are based upon terms, limitations and conditions provided in the Indenture.

SECTION 31. The City Bond Purchase Agreement, in the form submitted to this meeting, is hereby made part of this Bond Resolution as though set forth in full herein and shall be, and the same hereby is, approved in substantially said form. The Mayor and the Clerk are hereby authorized and directed to execute and deliver the City Bond Purchase Agreement with such changes, insertions and omissions as may be approved by such officers, said execution being conclusive evidence of such approval.

SECTION 32. The Bond Purchase Agreement, in the form submitted to this meeting, is hereby made part of this Bond Resolution as though set forth in full herein and shall be, and the same hereby is, approved in substantially said form. Subject to the provisions of Section 9 of this Bond Resolution, the Mayor is hereby authorized and directed to execute the Bond Purchase Agreement for and on behalf of the City, subject to the following conditions: (a) compliance by the City with the provisions of the Act regarding the issuance of the City Bond; (b) the aggregate principal amount of the Bank Bonds shall not exceed \$5,000,000; (c) the Bank Bonds will bear interest at the rates to be provided in the Indenture and the net interest cost on the Bank Bonds will not be more than 11.0% per annum; (d) approval by the City of the proposal for the sale of the Bank Bonds evidenced by the City's execution of the Bond Purchase Agreement; (e) approval by the City of the sale of the City Bond to the Bank evidenced by the City's execution of the City Bond Purchase Agreement; (f) the final maturity of the Bank Bonds does not exceed twenty-two (22) years; and (g) the terms and provisions of the Bank Bonds are in compliance with the Act.

SECTION 33. The Preliminary Official Statement, in the form submitted to this meeting, is hereby made part of this Bond Resolution as though set forth in full herein and shall be, and the same hereby is, approved in substantially said form. The distribution by the Bank of the Preliminary Official Statement to the Underwriter is hereby authorized and approved. The City hereby deems the Preliminary Official Statement to be "final" as described in the Rule. The Mayor be, and he is hereby, authorized and directed to approve the form of a final Official Statement in substantially the form of the Preliminary Official Statement in connection with the sale and issuance of the Bank Bonds with such changes, insertions and omissions as may be approved by the Mayor.

SECTION 34. The Continuing Disclosure Agreement, in the form attached to the Preliminary Official Statement as submitted to this meeting, is hereby made part of this Bond Resolution as though set forth in full herein and shall be, and the same hereby is, approved in substantially said form. The Mayor and the Clerk are hereby authorized and directed to execute and deliver the Continuing Disclosure Agreement with such changes, insertions and omissions as may be approved by such officers, said execution being conclusive evidence of such approval.

SECTION 35. The G-17 Disclosure Letter of the Underwriter, in the form submitted to this meeting, is hereby made part of this Bond Resolution as though set forth in full herein and shall be, and the same hereby is, approved in substantially said form. The Mayor is hereby

authorized and directed to execute and deliver the G-17 Disclosure Letter with such changes, insertions and omissions as may be approved by such officers, said execution being conclusive evidence of such approval.

SECTION 36. Copies of the documents provided for in Sections 30 through 35 of this Bond Resolution in the forms submitted to this meeting and approved in substantially said forms by this Bond Resolution are on file in the office of the Clerk.

SECTION 37. The Mayor and the Clerk are authorized and directed to execute and deliver any additional documents, agreements, instruments, requisitions and certificates, which are required in connection with the sale and issuance of the Bank Bonds and the City Bond. Notwithstanding any other provision herein or in any attachments hereto, the Governing Body further authorizes any necessary changes to the name or title or series designation of the Bank Bonds or the City Bond and corresponding changes to any of the related documents approved hereby if it is determined, after consultation with the Municipal Advisor, that it is in the best interest of the City for the Bank Bonds to be issued at a later date or in one or more tax-exempt series, as municipal bond market conditions may dictate.

SECTION 38. If the City Project or any improvements located thereon shall be damaged or destroyed (in whole or in part) at any time while any of the City Bond remains outstanding, there shall be no abatement or reduction in the amount payable by the City hereunder and under the City Bond. Also, if at any time while any Bank Bonds remain outstanding, and the whole or any part of title to, or the use of, the City Project shall be taken by condemnation there shall be no abatement or reduction in the amount payable by the City hereunder.

SECTION 39. Except as otherwise expressly provided herein, nothing in this Bond Resolution, express or implied, is intended or shall be construed to confer upon any person or firm or corporation other than the City, the Bank and the Trustee, any right, remedy or claim, legal or equitable, under and by reason of this Bond Resolution or any of the provisions hereof or the Indenture or any provision thereof. This Bond Resolution, the Indenture and all of their provisions are intended to be and shall be for the sole and exclusive benefit of the City, the Trustee and the Bank.

SECTION 40. The Mayor is hereby authorized and directed to sign requisitions and perform such other acts as may be necessary to authorize the payment by the Trustee under the Indenture on the closing date of the Bank Bonds, the costs of issuance for the Bank Bonds and costs of issuance for the City Bond, including, but not limited to, legal, financial advisory, accounting, financial and printing expenses, any premium for bond insurance and all such other expenses, incurred in connection with the sale and issuance of the Bank Bonds and the City Bond.

SECTION 41. The Governing Body hereby approves the designation of Duncan-Williams, Inc., Memphis, Tennessee, as the Underwriter of the Bank Bonds.

SECTION 42. The Authorized Officers are authorized to execute and deliver such resolutions, agreements, certificates and other documents as are required for the sale, issuance

and delivery of the City Bond. The Governing Body further authorizes Bond Counsel, City Counsel, the Underwriter and the Municipal Advisor, to prepare and distribute all necessary documents and to do all things required in order to negotiate the sale of the Bank Bonds and to effectuate the sale and issuance of the City Bond and the Bank Bonds.

SECTION 43. The Mayor and/or the Clerk are further authorized and directed to execute and deliver such additional documents and certificates which are required in connection with this Bond Resolution to provide for the sale, issuance and delivery of the City Bond and the Bank Bonds.

SECTION 44. If deemed in the best interest of the City and the marketing of the Bank Bonds by the Municipal Advisor and the Underwriter, the Mayor is hereby authorized to execute and deliver or cause the execution and delivery of a commitment for the provision of a municipal bond insurance policy (the "Policy") in connection with the sale and issuance of the Bank Bonds and any additional documents and certificates which are required by the provider thereof (the "Bond Insurer"), in order to provide credit enhancement in connection with the issuance of the Bank Bonds. Any changes, insertions and omissions as may be required by the Bond Insurer as conditions to the issuance of the Policy to the Bond Purchase Agreement, the Indenture and the Preliminary Official Statement are to be approved by the Mayor, the execution of the commitment for the Policy being conclusive evidence of such approval. The Mayor is hereby authorized and directed to execute and deliver such other documents as may be necessary or appropriate to meet the requirements of the Bond Insurer under the Policy.

SECTION 45. The Mayor is hereby authorized and directed to make all final determinations necessary in connection with the City Bond and the Bank Bonds including, but not limited to, the final principal amount of the City Bond and the Bank Bonds, the maturity schedule relating to the City Bond and the Bank Bonds, the redemption terms of the City Bond and the Bank Bonds, the dated date and payment dates of the City Bond and the Bank Bonds, the interest rate or rates to be borne by the City Bond and the Bank Bonds, and the price to be paid for the City Bond and the Bank Bonds, subject to the provisions of the Act and this Bond Resolution.

SECTION 46. If any one or more of the provisions of this Bond Resolution shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any of the other provisions of this Bond Resolution, but this Bond Resolution shall be construed and enforced as if such illegal or invalid provision or provisions had not been contained herein.

SECTION 47. All resolutions and orders or parts thereof in conflict herewith are, to the extent of such conflicts, hereby repealed, and this Bond Resolution shall become effective immediately.

Council Member _____ seconded the motion to adopt the foregoing resolution, and the question being put to a roll call vote, the result was as follows:

Mayor Phil Torjusen	Voted: ____
Councilwoman Mary Martin	Voted: ____
Councilman Cameron B. George	Voted: ____
Councilman Richard "DJ" Jackson	Voted: ____

Councilman Casey Vaughan	Voted: ____
Councilman Charles "Rusty" Anderson	Voted: ____
Councilman Adam Colledge	Voted: ____

The motion having received the affirmative vote of a majority of the members of the Governing Body present, being a quorum of said Governing Body, the Mayor declared the motion carried and the resolution adopted this the 15th day of January, 2019.

Mayor of the City of Gautier, Mississippi

ATTEST:

City Clerk

45514833.v1

INDENTURE OF TRUST

by and between

MISSISSIPPI DEVELOPMENT BANK

and

_____, as Trustee

DATED AS OF _____ 1, 2019

RELATING TO THE ISSUANCE OF

\$ _____
MISSISSIPPI DEVELOPMENT BANK
SPECIAL OBLIGATION BONDS, SERIES 2019
(CITY OF GAUTIER, MISSISSIPPI PUBLIC IMPROVEMENT
GENERAL OBLIGATION BOND PROJECT)

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EXHIBIT A – FORM OF CITY BOND

INDENTURE OF TRUST

THIS INDENTURE OF TRUST (this "Indenture") is dated as of _____ 1, 2019, by and between the **MISSISSIPPI DEVELOPMENT BANK**, a public body corporate and politic, of the State of Mississippi (the "State") exercising essential public functions (the "Bank"), organized under the provisions of Sections 31-25-1 *et seq.* Mississippi Code of 1972, as amended and supplemented from time to time (the "Bank Act") and _____, a _____ banking [association] [corporation] duly organized, existing and authorized under the laws of the [United States of America] [State of _____] to accept and execute trusts of the character herein with a corporate trust office in _____, Mississippi, as Trustee (the "Trustee").

WITNESSETH:

WHEREAS, the Bank is authorized and empowered by the provisions of the Act (as hereinafter defined) to issue the Bonds (as defined herein) for the purpose of buying "securities" of "local governmental units" (as such terms are defined in the Bank Act); and

WHEREAS, the City of Gautier, Mississippi (the "City") is a Local Governmental Unit (as hereinafter defined) under the Bank Act and has duly authorized the issuance of its Securities (as hereinafter defined) designated as the City of Gautier, Mississippi Public Improvement General Obligation Bond, Series 2019 in the aggregate principal amount of _____ Dollars (\$ _____) (the "City Bond"); and

WHEREAS, pursuant to the terms and provisions hereof and a City Bond Purchase Agreement, dated _____, 2019, by and between the Bank and the City (the "City Bond Purchase Agreement"), the Bank will issue its \$ _____ Special Obligation Bonds, Series 2019 (City of Gautier, Mississippi Public Improvement General Obligation Bond Project) (the "Series 2019 Bonds") to provide funds to purchase the City Bond, to pay capitalized interest on the Series 2019 Bonds and the City Bond, if any, and to pay the costs incident to the sale and issuance of the Series 2019 Bonds and the City Bond; and

WHEREAS, the proceeds of the City Bond will be used by the City to provide funds to pay the costs of (a) constructing, improving, equipping or paving streets, sidewalks, driveways, parkways, public play grounds, walkways or public parking facilities, bridges, culverts and purchasing land therefor if necessary, (b) erecting, repairing, improving, adorning, equipping and furnishing municipal buildings, (c) repairing, improving, and extending public utility plants or distribution systems, (d) repairing, improving and extending sanitary, storm, drainage or sewerage systems, and (e) financing other related purposes as authorized under the City Bond Act (as hereinafter defined), including paying for the cost of such borrowing (the "City Project"), all as more particularly described in the City Bond Resolution and the City Bond Act; and

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

NOW, THEREFORE, THIS INDENTURE OF TRUST WITNESSETH:

GRANTING CLAUSES

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

GRANTING CLAUSE FIRST

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

GRANTING CLAUSE SECOND

The City Bond acquired and held by the Trustee pursuant to this Indenture, all the payments thereunder, all the earnings thereon and all proceeds thereof.

GRANTING CLAUSE THIRD

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

TO HAVE AND TO HOLD all and singular the Trust Estate (as hereinafter defined), whether now owned or hereafter acquired, unto the Trustee and its respective successors in trust and assigns forever;

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

PROVIDED HOWEVER, that if the Bank shall pay or cause to be paid, or there shall otherwise be paid or made provision for payment of, the principal of, Redemption Price, and interest on the Bonds due or to become due thereon, at the times and in the manner prescribed in the Bonds, or there shall otherwise be paid or made provision for payment to the Trustee of all

sums of money due or to become due according to the provisions hereof which payments shall otherwise comply with Article IX hereof, then this Indenture and the rights hereby granted shall cease, determine and be void; otherwise this Indenture to be and remain in full force and effect.

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

ARTICLE I.

DEFINITIONS AND RULES OF INTERPRETATION

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

Accounts

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

Act

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

Authorized Officer

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

Bank

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

Bank Act

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

Bankruptcy Code

"Bankruptcy Code" means 11 U.S.C. Section 100 *et seq.*, as amended or supplemented from time to time.

Beneficial Owner

"Beneficial Owner" means, whenever used with respect to a Bond, the person in whose name such Bond is recorded as the beneficial owner of such Bond by a DTC Participant on the records of such DTC Participant, or such person's subrogee.

Bond Counsel

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

Bond Issuance Expense Account

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

Bond Register

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

Bondholder

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

Bonds

"Bonds" means the Series 2019 Bonds and any Refunding Bonds issued pursuant to this Indenture.

Business Day

"Business Day" means any day other than (a) a Saturday, (b) a Sunday, (c) any other day on which banking institutions in New York, New York or _____, Mississippi, are authorized or required not to be open for the transaction of regular banking business, (e) any day the City Hall in Gautier, Mississippi is closed, or (f) a day on which the New York Stock Exchange is closed.

City

"City" means the City of Gautier, Mississippi, a Local Governmental Unit under the Bank Act.

City Bond

"City Bond" means the \$_____ Public Improvement General Obligation Bond, Series 2019, issued by the City pursuant to the City Bond Resolution and registered to the Trustee as assignee of the Bank pursuant to this Indenture.

City Bond Act

"City Bond Act" means Sections 21-33-301 *et seq.*, Mississippi Code of 1972, as the same may be amended and supplemented from time to time.

City Bond Interest Payment

"City Bond Interest Payment" means that portion of a City Bond Payment, which represents the interest due or to become due on the City Bond.

City Bond Payment

"City Bond Payment" means the amounts paid or required to be paid, from time to time, for principal, premium, if any, and interest on the City Bond.

City Bond Principal Payment

"City Bond Principal Payment" means that portion of a City Bond Payment, which represents the principal due or to become due on the City Bond.

City Bond Purchase Agreement

"City Bond Purchase Agreement" means that certain City Bond Purchase Agreement, dated _____, 2019, by and between the City and the Bank in connection with the issuance and sale of the City Bond.

City Bond Resolution

"City Bond Resolution" means that certain resolution adopted by the Mayor and City Council of the City on January 15, 2019, in connection with the issuance of the City Bond.

City Project

"City Project" means providing financing for the costs of (a) constructing, improving, equipping or paving streets, sidewalks, driveways, parkways, public play grounds, walkways or public parking facilities, bridges, culverts and purchasing land therefor if necessary, (b) erecting, repairing, improving, adorning, equipping and furnishing municipal buildings, (c) repairing, improving, and extending public utility plants or distribution systems, (d) repairing, improving and extending sanitary, storm, drainage or sewerage systems, and (e) financing other related purposes as authorized under the City Bond Act, including paying the costs of such financing.

Code

"Code" or "Internal Revenue Code" means the Internal Revenue Code of 1986, as amended, and all applicable Treasury Regulations promulgated thereunder.

Costs of Issuance

"Costs of Issuance" means items of expense payable or reimbursable, directly or indirectly, by the Bank and related to the authorization, sale, validation, issuance and/or delivery of the Series 2019 Bonds and the City Bond, which items of expense shall include, but not be limited to, printing costs, costs of reproducing documents, filing and recording fees, initial fees and charges of the Trustee, legal fees and charges, financial advisory and professional consultants' fees, costs of credit ratings, fees and charges for execution, transportation and safekeeping of the Series 2019 Bonds, credit enhancements or liquidity facility fees, fees and expenses of the Underwriter, and other costs, charges and fees in connection with the foregoing.

Counsel

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

Default

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

DTC

"DTC" means The Depository Trust Company, New York, New York.

DTC Participants

"DTC Participants" shall have the meaning ascribed thereto in Section 2.07 herein.

DTC's Blanket Letter of Representations

"DTC's Blanket Letter of Representations" means the Blanket Letter of Representations, dated January 9, 1997 between the Bank and DTC.

Event of Default

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

Fiscal Year

"Fiscal Year" means, when used with respect to the Bank, the Bank's fiscal year being the twelve (12) month period from July 1 through the following June 30 or such other fiscal year as may be established by the Bank.

Funds

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

General Account

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

General Fund

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

Governmental Obligations

"Governmental Obligations" means to the extent permitted by State law (a) direct obligations of the United States of America; (b) obligations guaranteed as to principal and

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

Indenture

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

Interest Payment Date

"Interest Payment Date" means any date on which interest is payable on the Bonds, and for the Series 2019 Bonds, means each _____ 1 and _____ 1, commencing _____ 1, 20____.

Investment Securities

"Investment Securities" means any of the following to the extent such investments are permitted by State law: (a) obligations of the State, any municipality of the State or the United States of America rated at least "A" by S&P or Moody's; (b) obligations the principal and interest of which are fully guaranteed by the State or the United States of America; (c) obligations of any corporation wholly owned by the United States of America; (d) obligations of any corporation sponsored by the United States of America which are or may become eligible as collateral for advances to member banks as determined by the Board of Governors of the Federal Reserve System; (e) obligations of insurance firms or other corporations whose investments are rated "AA" or better by recognized rating companies; (f) certificates of deposit or time deposits of qualified depositories of the State as approved by the State Depository Commission, secured in such manner, if any, as the Bank shall determine; (g) contracts for the purchase and sale of obligations of the type specified in items (a) through (e) above; (h) repurchase agreements secured by obligations specified in items (a) through (e) above; or (i) money market funds, rated "AAM" or "AAM-G" or better by S&P, the assets of which are required to be invested in obligations specified in items (a) through (f) above.

Local Governmental Unit

"Local Governmental Unit" means (a) any county, municipality, utility district, regional solid waste authority, county cooperative service district or political subdivision of the State, (b) the State or any agency thereof, (c) the institutions of higher learning of the State, (d) any education building corporation established for institutions of higher learning, or (e) any other

governmental unit created under state law, such as the City. The City is a Local Governmental Unit under the Bank Act.

Maturity Date

"Maturity Date" means _____ 1, 20__.

Moody's

"Moody's" means Moody's Investors Service, Inc., a Delaware corporation, its successors and assigns, and, if such corporation shall for any reason no longer perform the functions of a securities rating agency, "Moody's" shall be deemed to refer to any other nationally recognized securities rating agency designated by the City (with the approval of the Bank), with written notice to the Trustee.

Notice Address

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

Bank: Mississippi Development Bank
735 Riverside Drive, Suite 300
Jackson, Mississippi 39202
Attention: Executive Director

Trustee: [TO COME]

Underwriter: Duncan-Williams, Inc.
6750 Poplar Avenue, Suite 300
Memphis, Tennessee 38138
Attention: Public Finance

Opinion of Bond Counsel

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

Opinion of Counsel

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

Outstanding

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

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

Paying Agent

"Paying Agent" means _____, _____, Mississippi, a [national] banking [association] [corporation] organized and existing under the laws of the {United States of America} [State of _____], or any successor thereto, acting as the Paying Agent under the City Bond Resolution.

Principal Office

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

Principal Payment Date

"Principal Payment Date" means the Maturity Date of any Bond.

Program

"Program" means the program for purchasing Securities of Local Governmental Units by the Bank pursuant to the Bank Act.

Program Expenses

"Program Expenses" means all of the fees and expenses of the Trustee relating to the Series 2019 Bonds or the City Bond and costs of determining the amount rebatable, if any, to the United States of America under Section 6.09 hereof, all to the extent properly allocable to the Program and approved in writing by the Bank.

Project

"Project" means providing financing for (a) the City Project, (b) paying capitalized interest on the Series 2019 Bonds and the City Bond, if any, and (c) paying the Costs of Issuance for the City Bond and the Series 2019 Bonds.

Purchase Account

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

Rebate Fund

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

Record Date

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

Redemption Account

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

Redemption Price

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

Refunding Bonds

"Refunding Bonds" means bonds issued pursuant to Section 2.05 hereof and any Supplemental Indenture.

Registered Owner

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

Related Documents

"Related Documents" means this Indenture and the City Bond Resolution.

Revenues

"Revenues" means the Funds and Accounts (except for the Rebate Fund) and all income, revenues and profits of the Funds and Accounts (except for the Rebate Fund) referred to in the granting clauses hereof including, without limitation, all City Bond Payments and any additional amounts paid to the Trustee under the City Bond Resolution or from any other source whatsoever.

S&P

"S&P" means Standard and Poor's Ratings Services, a Standard & Poor's Financial Services Inc. business, its successors and assigns, and, if dissolved or liquidated or if it no longer performs the functions of a securities rating agency, "S&P" shall be deemed to refer to any other

nationally recognized securities rating agency designated by the City (with the approval of the Bank), with written notice to the Trustee.

Securities

"Securities" means bonds, notes or other evidences of indebtedness issued by a Local Governmental Unit pursuant to the Bank Act including the City Bond.

Series 2019 Bonds

"Series 2019 Bonds" means the \$_____ Mississippi Development Bank Special Obligation Bonds, Series 2019 (City of Gautier, Mississippi Public Improvement General Obligation Bond Project) issued pursuant to Section 2.01 of this Indenture.

State

"State" means the State of Mississippi.

Supplemental Indenture

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

Tax Certificate

"Tax Certificate" means the Tax Certificate delivered upon the issuance of the Series 2019 Bonds.

Trust Estate

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

Trustee

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

Underwriter

"Underwriter" means Duncan-Williams, Inc., Memphis, Tennessee.

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

(a) The words "herein" and "hereof" and "hereunder" and words of similar import, without reference to any particular section or subdivision, refer to this Indenture as a whole rather than to any particular section or subdivision of this Indenture.

(b) References in this Indenture to any particular article, section or subdivision hereof are to the designated article, section or subdivision of this Indenture as originally executed.

(c) All accounting terms not otherwise defined herein have the meanings assigned to them in accordance with generally accepted accounting principles; and all computations provided for herein shall be made in accordance with generally accepted accounting principles consistently applied and applied on the same basis as in prior years.

(d) The Table of Contents and titles of articles and sections herein are for convenience only and are not a part of this Indenture.

(e) Unless the context hereof clearly requires otherwise, the singular shall include the plural and vice versa and the masculine shall include the feminine and vice versa.

(f) Articles, sections, subsections and clauses mentioned by number only are those so numbered which are contained in this Indenture.

(g) For purposes of this Indenture, a petition in bankruptcy shall be deemed dismissed only if the petition is dismissed by order of a court of competent jurisdiction and no further appeal rights exist from such order.

(h) Any Opinion of Counsel required hereunder shall be a written opinion of such counsel.

ARTICLE II.

AUTHORIZATION AND ISSUANCE OF BONDS

SECTION 2.01. Authorization and Issuance of Series 2019 Bonds.

(a) In accordance with the Act, the "Mississippi Development Bank Special Obligation Bonds, Series 2019 (City of Gautier, Mississippi Public Improvement General Obligation Bond Project)," are hereby authorized to be issued in the aggregate principal amount of _____ Dollars (\$_____).

(b) There is hereby created by this Indenture, in the manner and to the extent provided herein, a continuing pledge and lien to secure the full and final payment of the principal or Redemption Price of and interest on all of the Series 2019 Bonds issued pursuant to this Indenture. The Series 2019 Bonds shall be payable solely from the Revenues. The State shall not be liable on the Series 2019 Bonds and the Series 2019 Bonds shall not be a debt, liability, pledge of the faith or loan of the credit or moral obligation of the State. The Series 2019 Bonds shall contain on the face thereof a statement to the effect that the Bank is obligated to pay the principal of the Series 2019 Bonds, Redemption Price, and the interest thereon only from the Revenues and that the State is not obligated to pay such principal, Redemption Price, and interest and that neither the faith and credit nor the taxing power of the State is pledged to the payment of the Series 2019 Bonds. In the Bank Act, the State has pledged to and agreed with the holders of any Series 2019 Bonds that the State will not limit or alter the rights hereby vested in the Bank to fulfill the terms of any agreements made with the said Bondholders or in any way impair the rights and remedies of such holders until such Series 2019 Bonds, together with the interest thereon, with interest on any unpaid installments of interest, and all costs and expenses in connection with any action or proceeding by or on behalf of such holders of Series 2019 Bonds, are fully met and discharged. All Series 2019 Bonds shall mature on or before _____ 1, 20____ as set forth herein.

SECTION 2.02. Purpose and Disposition of Series 2019 Bonds. The purpose for issuing the Series 2019 Bonds is (a) to fund the Purchase Account, in order to provide funds for the purchase of the City Bond (which amounts are to provide financing for the City Project pursuant to the Act), and (b) to pay Costs of Issuance in connection with the Series 2019 bonds and the City Bond. Upon the delivery of the Series 2019 Bonds and receipt of the net proceeds therefor, the Bank shall deliver to the Trustee proceeds of the Series 2019 Bonds in the amount of \$_____ (\$_____.00 par amount of the Series 2019 Bonds, plus a net original issue premium of \$_____, and less the Underwriter's discount of \$_____). The proceeds of the Series 2019 Bonds shall be deposited as follows: (1) into the Bond Issuance Expense Account, the sum of \$_____ to pay Costs of Issuance of the Series 2019 Bonds and the City Bond, (b) into the Purchase Account, the sum of \$_____ to be immediately distributed to the City as provided in Sections 6.07(a) and 7.02 hereof to pay the costs of the City Project, and (c) into the General Account of the General Fund, the sum of \$_____ for the payment of capitalized interest on the Series 2019 Bonds and the City Bond.

SECTION 2.03. General Description of the Series 2019 Bonds. The Series 2019 Bonds shall be issuable as fully registered bonds in denominations of \$5,000 or any integral multiple thereof. The Series 2019 Bonds shall be numbered from R-1 upward, as applicable.

Each Series 2019 Bond shall carry an original date of _____, 2019, and shall carry the date on which it is authenticated. If a Series 2019 Bond is authenticated on or prior to _____ 1, 20____, it shall bear interest from _____, 2019. Each Series 2019 Bond authenticated after _____ 1, 20____, shall bear interest from the most recent Interest Payment Date to which interest has been paid as of the date of authentication of such Series 2019 Bond unless such Series 2019 Bond is authenticated after a Record Date and on or before the next succeeding Interest Payment Date, in which event the Series 2019 Bond will bear interest from such next succeeding Interest Payment Date.

Interest on the Series 2019 Bonds shall be payable on _____ 1 and _____ 1 of each year, commencing _____ 1, 20____, until the Series 2019 Bonds are paid. Interest will be calculated using a three hundred sixty (360) day year based on twelve (12) thirty (30) day months.

The Series 2019 Bonds shall mature on _____ 1 in the years and in the principal amounts, and shall bear interest at the rates per annum, all as set forth below:

Year	Principal Amount	Interest Rate
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The Series 2019 Bonds maturing on _____ 1, 20____, _____ 1, 20____, _____ 1, 20____, _____ 1, 20____ and _____ 1, 20____, are subject to mandatory sinking fund redemption on _____ 1 in the years and in the principal amounts as set forth in Section 4.01(b) hereof.

SECTION 2.04. Provisions for Issuance of Series 2019 Bonds. The Series 2019 Bonds shall be executed by Authorized Officers of the Bank for issuance under this Indenture, shall be delivered to the Trustee and thereupon shall be authenticated by the Trustee and by it delivered to the Underwriter, as specified in a written order of the Bank, but only upon the receipt by the Trustee of:

(a) A copy, duly certified by an Authorized Officer, of the resolution or resolutions adopted by the Board of Directors of the Bank authorizing the execution and delivery of this

Indenture and all other instruments contemplated thereby and the authorization, issuance, sale and delivery of the Series 2019 Bonds;

(b) A copy, duly certified by the Clerk of the City, of the City Bond Resolution and any other resolution(s) of the City authorizing the execution and delivery of all instruments contemplated thereby and approving this Indenture and the authorization, issuance, sale and delivery of the City Bond;

(c) Original executed counterparts of this Indenture;

(d) Signed copies of all opinions of Counsel required by the Underwriter;

(e) A request and authorization to the Trustee by or on behalf of the Bank and signed by an Authorized Officer to authenticate and deliver the Series 2019 Bonds to the Underwriter and specifying the amounts to be deposited in the accounts of the General Fund pursuant to Section 2.02 hereof;

(f) Signed copies of the legal opinion of Bond Counsel; and

(g) Such further documents, moneys and securities as are required by the provisions of Article VII hereof.

SECTION 2.05. Provisions for Issuance of Refunding Bonds.

(a) All or any part of one or more series of Refunding Bonds may be issued hereunder, authenticated and delivered upon original issuance to refund all or any part of the Outstanding Bonds. Refunding Bonds shall be issued in a principal amount sufficient, together with other monies available therefor, to accomplish such refunding and to make such deposits required by the provisions of the Act, this Section and by the Supplemental Indenture authorizing said Refunding Bonds.

(b) Refunding Bonds may be authenticated and delivered only upon receipt by the Trustee (in addition to the receipt by the Trustee of the documents required by Section 2.04 hereof) of:

(i) Irrevocable instructions to the Trustee, satisfactory to it, to give due notice of redemption of all the Series 2019 Bonds to be refunded on the redemption date specified in such instructions;

(ii) Irrevocable instructions to the Trustee, satisfactory to it, to give due notice provided for in Section 4.05 hereof to the owners of the Series 2019 Bonds being refunded (which may be a conditional notice of redemption); and

(iii) Either (A) monies in an amount sufficient to effect timely payment at the Redemption Price or principal payment amount of the Series 2019 Bonds to be refunded or paid, respectively, together with accrued interest on such Series 2019 Bonds to the redemption or maturity date and all necessary and appropriate fees and expenses of the Trustee, which monies shall be held by the Trustee or an escrow agent approved by the

City in a separate account irrevocably in trust for and assigned to the respective owners of the Series 2019 Bonds to be refunded or paid, or (B) Governmental Obligations in such principal amounts, of such maturities, bearing such interest, and otherwise having such terms and qualifications, as shall be necessary to comply with the provisions of Article IX which Governmental Obligations shall be held in trust and used only as provided in said Article.

SECTION 2.06. Form of Series 2019 Bonds. The Series 2019 Bonds and the Trustee's certificate of authentication to be endorsed on the Series 2019 Bonds are all to be in substantially the following form, with necessary and appropriate variations, omissions and insertions as are permitted or required by this Indenture or any Supplemental Indenture, as applicable:

[FORM OF SERIES 2019 BOND]

UNLESS THIS BOND IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY TRUST COMPANY, A NEW YORK CORPORATION ("DTC"), TO THE TRUSTEE (AS DEFINED BELOW) OR ITS AGENT FOR REGISTRATION OF TRANSFER, EXCHANGE, OR PAYMENT, AND ANY CERTIFICATE ISSUED IS REGISTERED IN THE NAME OF CEDE & CO. OR IN SUCH OTHER NAME AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC (AND ANY PAYMENT IS MADE TO CEDE & CO. OR TO SUCH OTHER ENTITY AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL IN AS MUCH AS THE REGISTERED OWNER HEREOF, CEDE & CO., HAS AN INTEREST HEREIN.

**UNITED STATES OF AMERICA
STATE OF MISSISSIPPI**

**MISSISSIPPI DEVELOPMENT BANK
SPECIAL OBLIGATION BOND, SERIES 2019
(CITY OF GAUTIER, MISSISSIPPI PUBLIC IMPROVEMENT
GENERAL OBLIGATION BOND PROJECT)**

No. R-_____ \$_____

Interest Rate	Maturity Date	Date of Original Issue	CUSIP
_____%	_____, 1, ____	_____, 2019	

Registered Owner: CEDE & CO.

Principal Amount:

Mississippi Development Bank, a body corporate and politic, exercising essential public functions (the "Bank"), and organized under the laws of the State of Mississippi (the "State"), for value received, hereby promises to pay to the Registered Owner specified above, or registered assigns, upon surrender hereof, the principal amount stated above in lawful money of the United States of America but solely from the sources referred to herein and not otherwise, on the Maturity Date specified above, and to pay interest on such principal amount in like money, but solely from said sources, from the interest payment date to which interest has been paid as of the date of authentication of this Bond (unless this Bond is authenticated on or before _____ 1, 20____, then from _____, 2019, or unless this Bond is authenticated after _____ 1, 20____, and on or before the next succeeding interest payment date, then from such interest payment date or unless payment of the interest on this Bond is in default, then from such date when interest has been paid in full) at the Interest Rate per annum stated above, payable on each _____ 1 and _____ 1, commencing _____ 1, 20____, until payment of such principal amount shall have been made at maturity. The principal of this Bond is payable at the corporate trust office of _____, _____, Mississippi (the "Principal Office"), or at a corporate trust office of any successor trustee appointed under the Indenture hereinafter mentioned; and payments of interest hereon will be made to the Registered Owner hereof (whose name appears on the registration records kept by the Trustee at the close of business on the fifteenth (15th) day of the month prior to such Interest Payment Date) by check mailed on the Interest Payment Date by the Trustee to such Registered Owner at its address as it appears on the registration records of the Bank kept by the Trustee or at such other address as is furnished to the Trustee in writing by such Registered Owner or at the written election of the Registered Owner of \$1,000,000 or more in aggregate principal amount of Bonds delivered to the Trustee at least one Business Day prior to the Record Date (as defined in the within defined Indenture) for which such election will be effective by wire transfer to the Registered Owner or by deposit into the account of the Registered Owner if such account is maintained by the Trustee.

This Bond and the other Bonds, and the interest payable hereon and thereon, are payable by the Bank solely from the Revenues (as defined herein) and other funds of the Bank pledged therefor under the Indenture, which Revenues and funds include the payments on the City Bond (as defined herein) purchased by the Bank. The Bank has no taxing power. This Bond and the other Bonds, as to principal, premium, if any, and interest, constitutes neither a debt, liability or loan of the credit of the State or any political subdivision thereof under the constitution or statutes of the State nor a pledge of the faith and credit, the taxing power or moral obligation of the State or any political subdivision thereof; provided, however, that the City Bond (as hereinafter defined) is a general obligation of the City of Gautier, Mississippi (the "City"). The issuance of the Bonds under the provisions of the Act (as defined herein) does not, directly, indirectly or contingently, obligate the State or any political subdivision thereof to levy any form of taxation for the payment thereof or to make any appropriation for their payment and such Bonds do not now and shall never constitute a debt of the State or any political subdivision thereof within the meaning of the constitution or the statutes of the State and do not now and shall never constitute a charge against the credit of the State or any political subdivision thereof or a charge against the taxing power of the State or any political subdivision thereof except for the City. Neither the State nor any agent, attorney, member or employee of the State or of the Bank shall in any event be liable for the payment of the principal of, premium, if any, or interest on the Bonds or for the performance of any pledge, mortgage, obligation or agreement of any kind whatsoever which may be undertaken by the Bank. No breach by the Bank of any such

pledge, mortgage, obligation or agreement may impose any liability, pecuniary or otherwise, upon the State or any agent, employee, attorney or member of the State or of the Bank, or any charge upon their general credit or upon the taxing power of the State. In the Bank Act (as defined herein), the State has pledged and agreed with the holders of the Bonds that the State will not limit or alter the rights hereby vested in the Bank to fulfill the terms of any agreements made with the said bondholders or in any way impair the rights and remedies of such holders until such Bonds, together with the interest thereon, with interest on any unpaid installments of interest, and all costs and expenses in connection with any action or proceeding by or on behalf of such holders of Bonds, are fully met and discharged.

This Bond is one of an authorized issue of bonds of the Bank known as Mississippi Development Bank Special Obligation Bonds, Series 2019 (City of Gautier, Mississippi Public Improvement General Obligation Bond Project) (the "Bonds") issued under and secured by an Indenture of Trust, dated as of _____ 1, 2019 ("Indenture"), duly executed and delivered by the Bank to _____, _____, Mississippi, as Trustee ("Trustee"). The Bonds are limited in aggregate principal amount to _____ Dollars (\$_____). The Bonds are issued pursuant to Sections 31-25-1 *et seq.*, Mississippi Code of 1972, as amended and supplemented from time to time (the "Bank Act"), and Sections 21-33-301 *et seq.*, Mississippi Code of 1972, as amended and supplemented from time to time (the "City Act" and together with the Bank Act, the "Act"), to provide funds to purchase the City Bond, to pay capitalized interest on the Bonds and the City Bond, and to pay the costs of issuing the Bonds and the City Bond. The City Bond is the City of Gautier, Mississippi Public Improvement General Obligation Bond, Series 2019, issued in the aggregate principal amount of \$_____ (the "City Bond"). The City Bond is a general obligation of the City secured and described in that certain resolution, adopted by the Mayor and City Council of the City on January 15, 2019 (the "City Bond Resolution"). The proceeds received by the City from the sale of the City Bond to the Bank will be used by the City for the purpose of (a) constructing, improving, equipping or paving streets, sidewalks, driveways, parkways, public play grounds, walkways or public parking facilities, bridges, culverts and purchasing land therefor if necessary, (b) erecting, repairing, improving, adorning, equipping and furnishing municipal buildings, (c) repairing, improving, and extending public utility plants or distribution systems, (d) repairing, improving and extending sanitary, storm, drainage or sewerage systems, and (e) financing other related purposes as authorized under the City Act.

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

For purposes of funding the Series 2019 Bond Fund (as defined in the City Bond Resolution), the City Bond Resolution provides that the City will levy a direct, continuing and special tax upon all of the taxable property within the geographical limits of the City, adequate and sufficient, after allowance shall have been made for the expenses of collection and delinquencies in the payment of taxes, to produce sums required for the payment of the principal of, premium, if any, and interest on the City Bond. Said tax shall be extended upon the tax rolls

and collected in the same manner and at the same time as other taxes of the City are collected, and the rate of the tax which shall be so extended shall be sufficient in each year fully to produce the sums required as aforesaid, without limitation as to time, rate or amount; provided, however, that such tax levy for any year shall be abated *pro tanto* to the extent the City on or prior to September 1 of that year has transferred money to the Series 2019 Bond Fund, or has made other provisions for funds, to be applied toward the payment of the principal of and interest on the City Bond due during the ensuing fiscal year of the City, in accordance with the provisions of the City Bond Resolution. The avails of said tax are irrevocably pledged by the City under the City Bond Resolution for the payment of the principal of, premium, if any, and interest on the City Bond as the same shall respectively mature and accrue.

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

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

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

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

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

In accordance with the Indenture and the City Bond Resolution, if the City directs the Bank to redeem Bonds pursuant to the City Bond Resolution, the Bank has agreed under the Indenture to accept redemption and redeem Bonds in the following instances:

(a) The Bonds (or any portions thereof in integral multiples of \$5,000 each) which mature on or after _____ 1, 20____ are subject to optional redemption prior to their stated date of maturity in whole or in part, in principal amounts and maturities as selected by the Bank on any date on or after _____ 1, 20____ at par, plus accrued interest to the date of redemption thereof. Under the Indenture, selection of the Bonds to be redeemed within a maturity will be made by lot by the Trustee.

(b) The Bonds maturing on _____ 1, 20____ in the principal amount of \$_____ are subject to mandatory sinking fund redemption, in part, prior to maturity, or redemption, in whole, as otherwise provided in the Indenture, on each _____ 1 in the principal amount for each year together with accrued interest to the date of redemption from moneys deposited in the General Account, as follows:

\$_____ **Term Bonds**

Date	Principal Amount
-------------	-------------------------

*

* Final Maturity.

In the event less than all of the Bonds are to be redeemed, the principal amount and maturity to be redeemed shall be selected by the Bank, and the Trustee, in its sole discretion, shall select the Bonds to be redeemed by lot within a selected maturity, provided that Bonds shall be redeemed only in whole multiples of \$5,000.

In the event any of the Bonds are called for optional redemption as aforesaid, notice thereof identifying the Bonds to be redeemed will be given by mailing a copy of the redemption notice (which may be a conditional notice of redemption) by registered or certified mail not less than thirty (30) days nor more than forty-five (45) days prior to the date fixed for redemption to the Registered Owner of the Bonds to be redeemed at the address shown on the Bond Register. Failure to give such notice by mailing, or any defect therein with respect to any Bond, shall not affect the validity of any proceedings for the redemption of other Bonds.

All Bonds called for redemption will cease to bear interest on the specified redemption date, shall no longer be secured under the Indenture and shall not be deemed to be Outstanding under the provisions of the Indenture, provided funds for their redemption are on deposit at the place of payment on or prior to the redemption date.

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

The Bank hereby certifies, recites and declares that all acts, conditions and things required by the constitution and statutes of the State, the Indenture, and resolutions of the Bank to exist, to have happened and to be performed prior to the issuance of this Bond do exist, have happened and have been performed in due time, form and manner as required by the Act; that the issuance of the Bonds, together with all other obligations of the Bank, does not exceed or violate any constitutional or statutory limitation applicable to the Bank; and that the revenues pledged to the payment of the principal of and interest on the Bonds, as the same become due, are designed to be sufficient in amount for that purpose.

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

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

(SEAL)

MISSISSIPPI DEVELOPMENT BANK

By _____
Executive Director

ATTEST:

By _____
Secretary

CERTIFICATE OF AUTHENTICATION

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

_____, as Trustee

By _____
Authorized Signatory

Date of Authentication: _____, 2019

VALIDATION CERTIFICATE

STATE OF MISSISSIPPI

COUNTY OF HINDS

The undersigned Secretary of the Mississippi Development Bank does hereby certify that the within Bond has been validated and confirmed by Decree of the Chancery Court of the First Judicial District of Hinds County, Mississippi, rendered on the ____ day of _____, 2019.

(SEAL)

Secretary

ASSIGNMENT

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

(please insert social security or other identifying number of assignee)

(please print or typewrite name and address of assignee)

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

Dated: _____

Signature Guaranteed:

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

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

By _____
Authorized Officer

[END OF SERIES 2019 BOND FORM]

SECTION 2.07. Book-Entry Only System. The Series 2019 Bonds shall be initially issued in the form of a separate single fully registered Series 2019 Bond for each of the maturities thereof. Upon initial issuance, the ownership of each such Series 2019 Bond shall be registered in the Bond Register in the name of Cede & Co., as nominee of DTC, and except as provided in Section 2.08 hereof, all of the outstanding Series 2019 Bonds shall be registered in the Bond Register in the name of Cede & Co., as nominee of DTC.

With respect to Series 2019 Bonds registered in the Bond Register in the name of Cede & Co., as nominee of DTC, the Bank and the Trustee shall have no responsibility or obligation to any participant for whom DTC is a security depository nominee ("DTC Participants") or to any person on behalf of whom such a DTC Participant holds an interest in the Series 2019 Bonds. Without limiting the immediately preceding sentence, the Bank and the Trustee shall have no responsibility or obligation with respect to (a) the accuracy of the records of DTC, Cede & Co. or any DTC Participant with respect to any ownership interest in the Series 2019 Bonds, (b) the delivery to any DTC Participant or any other person, other than a Bondholder, as shown in the Bond Register, of any notice with respect to the Series 2019 Bonds, or (c) the payment to any DTC Participant or any other person, other than a Bondholder, as shown in the Bond Register, of any amount with respect to principal of, premium, if any, or interest on, the Series 2019 Bonds. Notwithstanding any other provision of this Indenture to the contrary, the Bank, the Trustee and each paying agent, if any, shall be entitled to treat and consider the person in whose name each Series 2019 Bond is registered in the Bond Register as the absolute owner of such Series 2019 Bond for the purpose of payment of principal, premium, if any, and interest with respect to such Series 2019 Bond, for the purpose of giving notices and other matters with respect to such Series 2019 Bond, for the purpose of registering transfers with respect to such Series 2019 Bond, and for all other purposes whatsoever. The Trustee and each paying agent, if any, shall pay all principal of, premium, if any, and interest on the Series 2019 Bonds only to or upon the order of the respective Bondholders, as shown in the Bond Register as provided in this Indenture, or their respective attorneys duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the Bank's obligations with respect to payment of principal of, premium, if any, and interest on the Series 2019 Bonds to the extent of the sum or sums so paid. No person other than a Bondholder, as shown in the Bond Register, shall receive a Series 2019 Bond certificate evidencing the obligation of the Bank to make payments of principal, premium, if any, and interest pursuant to this Indenture. Upon delivery by DTC to the Trustee of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., and subject to the provisions in this Indenture with respect to interest checks or drafts being mailed to the Registered Owner at the close of business on the Record Date, the words "Cede & Co." in this Indenture shall refer to such new nominees of DTC; and upon receipt of such a notice the Trustee shall promptly deliver a copy of the same to each paying agent, if any.

SECTION 2.08. Successor Securities Depository; Transfers Outside Book-Entry Only System. In the event that the Bank or the City determines that DTC is incapable of discharging its responsibilities described herein and DTC's Blanket Letter of Representations or that it is in the best interest of the Beneficial Owners of the Series 2019 Bonds that they be able to obtain certificated Series 2019 Bonds, the Bank shall (a) appoint a successor securities depository, qualified to act as such under Section 17(a) of the Securities and Exchange Act of 1934, as amended, notify DTC and DTC Participants of the appointment of such successor

securities depository and transfer one or more separate Series 2019 Bond certificates to such successor securities depository or (b) notify DTC and DTC Participants of the availability through DTC of Series 2019 Bond certificates and transfer one or more separate Series 2019 Bond certificates to DTC Participants having Series 2019 Bonds credited to their DTC accounts. In such event, the Series 2019 Bonds shall no longer be restricted to being registered in the Bond Register in the name of Cede & Co., as nominee of DTC, but may be registered in the name of the successor securities depository, or its nominee, or in whatever name or names Bondholders transferring or exchanging Series 2019 Bonds shall designate, in accordance with the provisions of this Indenture.

SECTION 2.09. Payments and Notices to Cede & Co. Notwithstanding any other provision of this Indenture to the contrary, so long as any of the Series 2019 Bonds are registered in the name of Cede & Co., as nominee of DTC, all payments with respect to the principal of, premium, if any, and interest on such Series 2019 Bond and all notices with respect to such Series 2019 Bond shall be made and given, respectively, in the manner provided in DTC's Blanket Letter of Representations. The Trustee shall request in each notice sent to Cede & Co. pursuant to the terms of this Indenture that Cede & Co. forward or cause to be forwarded such notice to the DTC Participants.

ARTICLE III.

GENERAL TERMS AND PROVISIONS OF BONDS

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

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

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

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

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

SECTION 3.05. Mutilated, Lost, Stolen or Destroyed Bonds. If any Bond is mutilated, lost, stolen or destroyed, the Bank shall execute and the Trustee shall authenticate a new Bond or Bonds of the same maturity and denomination, as that mutilated, lost, stolen or destroyed; provided that in the case of any mutilated Bond, it shall first be surrendered to the

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

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

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

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

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

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

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

SECTION 3.08. Nonpresentment of Bonds. In the event any Bond shall not be presented for payment when the principal thereof comes due, either at maturity or at the date fixed for redemption thereof, or otherwise, if funds sufficient to pay such Bond shall have been made available to the Trustee for the benefit of the owner thereof, all liability of the Bank to the owner thereof for the payment of such Bond shall forthwith cease, terminate and be completely discharged, and thereupon it shall be the duty of the Trustee to hold such funds for four (4) years, for the benefit of the owner of such Bond, without liability for interest thereon to such owner, who shall thereafter be restricted exclusively to such funds, for any claim of whatever nature on his part under this Indenture or on, or with respect to, said Bond.

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

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

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

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

authorized denomination or denominations as shall be requested by such owner. All temporary Bonds surrendered in exchange for either another temporary Bond or Bonds or a definitive Bond or Bonds shall be forthwith canceled by the Trustee.

SECTION 3.11. Limitations on Obligations of Bank. The Series 2019 Bonds, together with interest thereon, shall be limited obligations of the Bank but payable solely from Revenues and shall be a valid claim of the respective owners thereof only against the Funds and Accounts, other than the Rebate Fund and any Accounts created thereunder, established hereunder and the City Bond acquired by the Trustee, all of which are hereby assigned and pledged hereunder for the equal and ratable payment of the Series 2019 Bonds and shall be used for no other purpose than the payment of the Series 2019 Bonds, except as may be otherwise expressly authorized in this Indenture. The Series 2019 Bonds do not constitute a debt or liability or moral obligation of the State or of any political subdivision thereof under the constitution of the State or a pledge of the faith and credit or taxing power of the State or any political subdivision thereof, but shall be payable solely from the Revenues and funds pledged therefor in accordance with this Indenture including, without limitation, the avails of the full faith, credit and taxing power of the City derived or to be derived from City Bond Payments made in respect of the City Bond pursuant to the City Bond Resolution. The issuance of the Series 2019 Bonds under the provisions of the Act does not directly, indirectly or contingently, obligate the State or any political subdivision thereof to levy any form of taxation for the payment thereof or to make any appropriation for their payment and such Series 2019 Bonds and the interest payable thereon do not now and shall never constitute a debt of the State or any political subdivision thereof within the meaning of the constitution of the State or the statutes of the State and do not now and shall never constitute a charge against the credit or taxing power of the State or any political subdivision thereof; provided, however, that the City Bond is a general obligation of the City. Neither the State nor any agent, attorney, member or employee of the State or of the Bank, shall in any event be liable for the payment of the principal of, and premium, if any, or interest on the Series 2019 Bonds or damages, if any, for the nonperformance of any pledge, mortgage, obligation or agreement of any kind whatsoever which may be undertaken by the Bank. No breach by the Bank of any such pledge, mortgage, obligation or agreement may impose any liability, pecuniary or otherwise, upon the State or any of the State's or the Bank's agents, members, attorneys, and employees or any charge upon the general credit of the State or a charge against the taxing power of the State or any political subdivision thereof. In the Bank Act, the State has pledged and agreed with the holders of any Series 2019 Bonds that the State will not limit or alter the rights hereby vested in the Bank to fulfill the terms of any agreements made with the said Bondholders or in any way impair the rights and remedies of such holders until such Series 2019 Bonds, together with the interest thereon, with interest on any unpaid installments of interest, and all costs and expenses in connection with any action or proceeding by or on behalf of such holders of Series 2019 Bonds are fully met and discharged.

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

directors, trustees, agents, or employees as such, is hereby expressly waived and released as a condition of and consideration for the execution of this Indenture and issuance of such Bonds.

ARTICLE IV.

REDEMPTION OF SERIES 2019 BONDS PRIOR TO MATURITY

SECTION 4.01. Redemption and Redemption Prices and Terms for Series 2019 Bonds. In accordance with Section 11(c) of the City Bond Resolution, the Bank agrees to accept redemption and redeem the Series 2019 Bonds in the following instances:

(c) **Optional Redemption.** The Series 2019 Bonds (or any portions thereof in integral multiples of \$5,000 each) which mature on or after _____ 1, 20____, are subject to optional redemption prior to their stated date of maturity in whole or in part, in principal amounts and maturities as selected by the Bank on any date on or after _____ 1, 20____, at par plus accrued interest to the date of redemption thereof.

(d) **Mandatory Sinking Fund Redemption.** The Series 2019 Bonds maturing on _____ 1, 20____ in the principal amount of \$_____ are subject to mandatory sinking fund redemption, in part, prior to maturity, or redemption, in whole, as otherwise provided in the Indenture, on each _____ 1 in the principal amount for each year together with accrued interest to the date of redemption from moneys deposited in the General Account, as follows:

\$_____ **Term Bonds**

Date

Principal Amount

*

* Final Maturity.

In the event less than all of the Bonds are to be redeemed, the principal amount and maturity to be redeemed shall be selected by the Bank, and the Trustee, in its sole discretion, shall select the Bonds to be redeemed by lot within a selected maturity, provided that Bonds shall be redeemed only in whole multiples of \$5,000.

All Bonds called for redemption will cease to bear interest on the specified redemption date, shall no longer be secured under this Indenture and shall not be deemed to be Outstanding under the provisions of this Indenture, provided funds for their redemption are on deposit at the place of payment on or prior to the redemption date.

SECTION 4.02. Redemption at the Election or Direction of the Bank. In the case of the redemption of any Series 2019 Bonds, the Bank shall give written notice to the Trustee of its direction so to redeem, of the redemption date, of the principal amounts of the Series 2019 Bonds of each maturity to be redeemed (which maturities and principal amounts thereof to be redeemed shall be determined by the Bank at the direction of the City, subject to any limitations with respect thereto contained in the Act or this Indenture) and of the monies to be applied to the payment of the Redemption Price. Such notice shall be given at least forty-five (45) days prior to

the redemption date or such shorter period as shall be acceptable to the Trustee and may be conditioned upon receipt of sufficient funds to redeem the Series 2019 Bonds called for redemption on the redemption date. The Bank shall pay to the Trustee an amount in cash which, in addition to other monies, if any, available therefor and held by the Trustee, will be sufficient to redeem, on the redemption date at the Redemption Price thereof together with interest accrued to the redemption date, all of the Series 2019 Bonds to be redeemed.

SECTION 4.03. Selection of Series 2019 Bonds to be Redeemed. If less than all of the Series 2019 Bonds are to be redeemed, the Series 2019 Bonds shall be redeemed only in whole multiples of \$5,000. For purposes of redemption, each \$5,000 of principal shall be considered as a Series 2019 Bond. If less than all of the Series 2019 Bonds shall be called for redemption, the principal amount and maturity of the Series 2019 Bonds to be redeemed shall be selected by the Bank and the Trustee shall select the particular Series 2019 Bonds to be redeemed by lot within a maturity in such manner as the Trustee may determine.

SECTION 4.04. Redemption Payments. The Trustee is hereby authorized and directed to apply funds deposited with the Trustee by the Bank in an amount sufficient to pay the Redemption Price of the Series 2019 Bonds or portions thereof called, together with accrued interest thereon to the redemption date. If proper notice of redemption by mailing has been given as provided in Section 4.05 hereof and sufficient funds for redemption shall be on deposit with the Trustee as aforesaid, interest on the Series 2019 Bonds or portions thereof thus called shall no longer accrue after the date fixed for redemption. No payment shall be made by the Trustee upon any Series 2019 Bond or portion thereof called for redemption until such Series 2019 Bond or portion thereof shall have been delivered for payment or cancellation or the Trustee shall have received the items required by Section 3.05 hereof with respect to any mutilated, lost, stolen or destroyed Series 2019 Bond.

SECTION 4.05. Notice of Redemption. Notice of the call for any optional redemption, identifying the Series 2019 Bonds to be redeemed (which may be a conditional notice of redemption), shall be given by the Trustee by mailing a copy of the redemption notice by registered or certified mail at least thirty (30) days but not more than forty-five (45) days prior to the date fixed for redemption to the Registered Owner of each Series 2019 Bond to be redeemed at the address shown on the Bond Register. Failure to give such notice by mailing to any Bondholder or any defect in such notice, shall not affect the validity of any proceeding for the redemption of any other Series 2019 Bonds.

SECTION 4.06. Cancellation. All Series 2019 Bonds which have been redeemed shall not be reissued but shall be canceled and destroyed by the Trustee in accordance with Section 3.07 hereof.

ARTICLE V.

GENERAL COVENANTS

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

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

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

SECTION 5.04. Covenants Concerning Program.

(a) In order to provide for the payment of the principal, Redemption Price and interest on the Series 2019 Bonds and Program Expenses, the Bank shall from time to time, with all practical dispatch and in a sound and economical manner consistent in all respects with the Act, the provisions of this Indenture and sound banking practices and principles, to the extent necessary to provide for the payment of the Series 2019 Bonds (i) do all such acts and things as shall be necessary to receive and collect Revenues (including enforcement of the prompt collection of all arrears on the City Bond), and (ii) diligently enforce, and take all steps, actions and proceedings reasonably necessary in the judgment of the Bank to protect its rights with respect to the City Bond and to enforce all terms, covenants and conditions of the City Bond including the collection, custody and prompt application of all City Bond Payments and deposits required by the terms of the City Bond for the purposes for which they were made.

(b) Whenever necessary in order to provide for the payment of debt service on the Series 2019 Bonds, the Bank shall commence appropriate remedies with respect to the occurrence of any event of default in connection with the City Bond or any other bonds issued by the City pursuant to a resolution of the City and as authorized by a supplemental bond resolution.

SECTION 5.05. Possession and Inspection of City Bond. The Trustee covenants and agrees to retain or cause its agent to retain possession of the City Bond and a copy of the transcript or documents related thereto and release them only in accordance with the provisions of this Indenture. The Bank and the Trustee covenant and agree that all records and documents in their possession relating to the City Bond shall at all times be open to inspection by such accountants or other agencies or persons as the Bank or the Trustee may from time to time designate.

SECTION 5.06. Accounts and Reports. The Bank covenants and agrees to keep proper records and accounts (separate from all other records and accounts) in which complete and correct entries shall be made of its transactions relating to the Program, the City Bond and the Funds and Accounts. Such records, and all other records and papers of the Bank, and such Funds and Accounts shall at all reasonable times be subject to the inspection of the Trustee and the Beneficial Owners of an aggregate of not less than five percent (5%) in principal amount of the Series 2019 Bonds then Outstanding or their representatives duly authorized in writing.

The Trustee covenants and agrees, if requested, to provide to the Bank prior to the twentieth (20th) day of the month following the end of each six-month period, commencing with the period ending _____ 1, 20____, a statement of the amount on deposit in each Fund and Account as of the first day of that month and of the total deposits to and withdrawals from each Fund and Account during the preceding six-month period.

The reports, statements and other documents required to be furnished to or by the Trustee pursuant to any provision of this Indenture shall be provided to the Beneficial Owners of an aggregate of not less than five percent (5%) in principal amount of the Series 2019 Bonds then Outstanding who file or have filed a written request therefor with the Trustee with any such costs of such documents to be paid by the Bondholder.

SECTION 5.07. Bank Covenants with Respect to the City Bond.

(a) The Bank covenants and agrees that it will not permit or agree to any material change in the City Bond.

(b) The Bank covenants and agrees that it will enforce or authorize the enforcement of all remedies available to owners or holders of the City Bond; provided, however, that decisions as to the enforcement of remedies shall be within the sole discretion of the Trustee as set forth in Article X hereof.

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

SECTION 5.08. Monitoring Investments. The Bank covenants and agrees to regularly review the investments held by the Trustee in the Funds and Accounts for the purpose of assuring that the Revenues derived from such investments are sufficient to provide, with other anticipated Revenues, the debt service on Outstanding Bonds.

SECTION 5.09. Covenants Concerning Preservation of Tax Exemption. The Bank hereby covenants and agrees to take all qualifying actions and shall take any qualifying actions that are necessary in order to protect and preserve the exclusion from gross income for federal income tax purposes of the interest on the Series 2019 Bonds. For this purpose, the Bank shall approve and deliver to the Trustee a certificate concerning the provisions of the Code necessary to protect and preserve such exclusion. Such certificate may only be amended from time to time upon the receipt by the Trustee of an Opinion of Bond Counsel to the effect that compliance by the Bank with the certificate will not adversely affect the exclusion of interest on the Series 2019 Bonds from gross income of the holders thereof for federal income tax purposes.

ARTICLE VI.

REVENUES AND FUNDS

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

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

SECTION 6.03. Deposit of Net Proceeds of Bonds.

(a) The Trustee shall deposit the proceeds from the sale of the Series 2019 Bonds in the manner provided in Section 2.02 hereof.

(b) The Trustee shall deposit the proceeds of any Refunding Bonds in the manner provided in the Supplemental Indenture authorizing the issuance thereof.

SECTION 6.04. Deposit of Revenues and Other Receipts. Upon receipt of any Revenues or other receipts (except the proceeds of the Series 2019 Bonds and moneys received upon sale or redemption prior to maturity of the City Bond), the Trustee shall deposit such amounts into the General Account of the General Fund.

SECTION 6.05. Operation of General Account. The Trustee shall deposit in the General Account of the General Fund all amounts received for payment of principal and interest on the Series 2019 Bonds and required to be deposited therein pursuant to the provisions of this Article VI.

The Trustee shall invest funds in the General Account in accordance with Article VIII hereof and shall make the following payments from the General Account on the specified dates and, if there are not sufficient funds to make all the payments required, with the following order of priority:

(a) On or before each Interest Payment Date, to the Registered Owners such amount (including Investment Securities held by the Trustee maturing or callable on or before the Interest Payment Date) as shall be necessary to pay the principal and interest coming due on the Series 2019 Bonds on such Interest Payment Date;

(b) At such times as shall be necessary, to pay Program Expenses;

(c) On or before thirty (30) days after each anniversary of the issuance of the Series 2019 Bonds, the amounts, if any, to be transferred to the Rebate Fund as provided in the Tax Certificate;

(d) After making such payments in paragraphs (a) through (c) above, the Trustee shall make a determination of the amounts reasonably expected to be received in the form of cash in the succeeding twelve (12) months and shall transfer all moneys in the General Account which, together with such expected receipts for the succeeding twelve (12) months are in excess of the amounts needed to pay principal and interest on the Series 2019 Bonds within the immediately succeeding twelve month period, to the City at the request of the City with the prior written approval of the Bank.

SECTION 6.06. Operation of the Redemption Account. The Trustee shall deposit in the Redemption Account all monies received upon the sale or redemption prior to maturity of the City Bond and all other monies required to be deposited therein pursuant to the provisions of Article IV and Article VI hereof, shall invest such funds pursuant to Article VIII hereof and shall disburse the funds held in the Redemption Account to redeem Series 2019 Bonds. Such redemption shall be made pursuant to a redemption under the provisions of Article IV hereof.

SECTION 6.07. Operation of the Purchase Account. The Trustee shall deposit in the Purchase Account all moneys required to be deposited therein pursuant to the provisions of Section 2.02 and Article VI hereof, shall invest such funds pursuant to Article VIII hereof, and shall disburse the funds held in the Purchase Account to purchase the City Bond in accordance with the procedures established by the Bank as set forth in Article VII hereof upon the submission of a written requisition of the Bank signed by an Authorized Officer stating that all requirements with respect to such financing set forth in this Indenture have been or will be complied with. Upon purchase of the City Bond, the City will provide for the deposit of such funds in the 2019 Construction Fund of the City established under the City Bond Resolution, which fund will be used by the City to finance the City Project. Any amounts remaining in the Purchase Account after the purchase of the City Bond shall be transferred to the General Account.

SECTION 6.08. Operation of Bond Issuance Expense Account. The Trustee shall deposit in the Bond Issuance Expense Account the moneys required to be deposited therein pursuant to Section 2.02 of this Indenture, shall invest such funds pursuant to Article VIII hereof and shall disburse the funds held in the Bond Issuance Expense Account as follows:

(a) Upon receipt of acceptable invoices and the written authorization of the Mayor of the City and an Authorized Officer, to pay the Costs of Issuance of the Series 2019 Bonds and the City Bond or to reimburse the Bank or the City for amounts previously advanced for such costs; and

(b) On the date that is sixty (60) days after the date of issuance of the Series 2019 Bonds, any funds remaining in the Bond Issuance Expense Account shall be transferred to the General Account.

SECTION 6.09. Operation of the Rebate Fund.

(a) The Trustee is authorized to establish and maintain, so long as any Series 2019 Bonds are Outstanding and are subject to a requirement that arbitrage profits be rebated to the United States of America, a separate fund to be known as the "Rebate Fund." The Trustee shall make information regarding the Series 2019 Bonds and investments hereunder available to the Bank and shall make deposits and disbursements from the Rebate Fund in accordance with the Tax Certificate and Section 8.02 hereof, shall invest the Rebate Fund as directed by the Bank and shall deposit income from such investments immediately upon receipt thereof in the Rebate Fund. Anything in this Indenture to the contrary notwithstanding, the provisions of this Section may be superseded or amended by an amended Tax Certificate and accompanied by an Opinion of Bond Counsel addressed to the Trustee to the effect that the provisions of the amended Tax Certificate will not adversely affect the exclusion from gross income for federal income tax purposes of the interest on the Series 2019 Bonds.

(b) If a deposit to the Rebate Fund is required as a result of the computations made by or on behalf of the Bank pursuant to the Tax Certificate, the Trustee shall, upon receipt of direction from the Bank, accept such payment for the benefit of the Bank and make transfers of moneys from the General Account or otherwise to the Rebate Fund to comply with such direction. If amounts in excess of that required to be rebated to the United States of America accumulate in the Rebate Fund, the Trustee shall, upon direction from the Bank, transfer such amount to the General Account. Records of the determinations required by this Section and the Tax Certificate and the investment instructions must be retained by the Trustee until six (6) years after the Series 2019 Bonds are no longer Outstanding.

(c) Not later than sixty (60) days following _____ 1, 2024, and every five (5) years thereafter, the Trustee shall, upon written request of the Bank in accordance with the Tax Certificate, pay to the United States of America one hundred percent (100%) of the amount required to be on deposit in the Rebate Fund as of such payment date provided that direction from the Bank for transfer of such amount to the Rebate Fund has been previously received by the Trustee pursuant to the provisions of Section 6.09(b), and further provided that funds were available in the General Account to fund one hundred percent (100%) of the amount required to be on deposit in the Rebate Fund as of such payment date. Not later than sixty (60) days after the final retirement of the Series 2019 Bonds, the Trustee shall upon written request of the Bank, pay to the United States of America one hundred percent (100%) of the amount owing to the United States of America. Each payment required to be paid to the United States of America pursuant to this Section shall be filed with the Internal Revenue Service Center, Ogden, Utah 84201. Each payment shall be accompanied by a copy of the Form 8038-G originally filed with respect to the Series 2019 Bonds and a statement of the Bank summarizing the determination of the amount to be paid to the United States of America.

SECTION 6.10. Moneys to be Held in Trust. All moneys required to be deposited with or paid to the Trustee for the account of any Fund or Account established under any provision of this Indenture shall be held by the Trustee in trust and applied in accordance with the provisions of this Indenture, except for moneys held pursuant to the Rebate Fund and any Accounts created thereunder and except for moneys deposited with or paid to the Trustee for the redemption of Bonds, notice of the redemption of which has been duly given, and shall, while

held by the Trustee, constitute part of the Trust Estate and be subject to the security interest created hereby and shall not be subject to any lien or attachment by any creditor of the Bank.

SECTION 6.11. Amounts Remaining in Funds or Accounts. Any amounts remaining in any Fund or Account after full payment of the Bonds and the fees, charges (including any required rebate to the United States of America) and expenses of the Trustee and all other amounts due and owing hereunder shall be distributed to the City, except for any moneys owing to the Bank which shall be paid to such party and except as provided in Section 3.08 hereof.

SECTION 6.12. Certain Verifications. The Bank and/or the Trustee from time to time may cause a firm of independent certified public accountants of national standing or other nationally recognized experts to supply the Bank and the Trustee with such information as the Bank or the Trustee may request in order to determine in a manner reasonably satisfactory to the Bank and the Trustee all matters relating to (a) the sufficiency of projected cash flow receipts and disbursements with respect to the Funds and Accounts to pay the principal of and interest on the Bonds and Program Expenses; (b) the actuarial yields on the Outstanding Bonds as the same may relate to any data or conclusions necessary to verify that the Bonds are not arbitrage bonds within the meaning of Section 148 of the Code; (c) the yields on any obligations acquired and held by the Bank and/or the Trustee; and (d) the rebate calculation required by Section 6.09 hereof. The Bank and/or the Trustee from time to time may also obtain an Opinion of Bond Counsel concerning post-issuance compliance with any federal legislation applicable to the Bonds. The fees of such independent certified public accountants and Bond Counsel shall constitute reimbursable Program Expenses to be paid by the City.

ARTICLE VII.

PURCHASE OF CITY BOND

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

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

(a) a written requisition of the Bank signed by an Authorized Officer stating to whom payment is to be made and the amount to be paid;

(b) a certificate signed by an Authorized Officer attached to the requisition and certifying that the City, pursuant to the City Bond Purchase Agreement, has sold or will sell the City Bond to the Bank and is obligated to make City Bond Payments and to pay all fees and charges required to be paid to the Bank under the City Bond Resolution, and that, to the knowledge of such officer, the City is not in default under the payment terms or other material terms or provisions of any other obligations of the City;

(c) a certified transcript of proceedings authorizing the issuance, execution and delivery of the City Bond, which transcript shall contain the certifications required by the Act and such other certifications and representations which are reasonable and appropriate as determined by the Bank or the Trustee;

(d) the opinions of Bond Counsel and Counsel for the City in form satisfactory to the Bank stating that the City Bond constitutes a valid and binding obligation enforceable in accordance with its terms, subject to such enforcement limitations customarily contained in such opinions;

(e) the City Bond, registered as to both principal and interest to the Bank and delivered in accordance with the Act;

(f) an Opinion of Counsel for the City in form satisfactory to the Bank stating that such City is a Local Governmental Unit within the meaning of the Act;

(g) a signed City Bond Purchase Agreement from the City; and

(h) an executed Tax Certificate.

Upon receipt of the documents enumerated above, the Trustee shall pay such amount directly to the entity entitled thereto as named in the requisition described in Section 7.02(a) above.

SECTION 7.03. Retention and Inspection of Documents. The City Bond and all documents received by the Trustee as required in this Article as a condition of payment may be relied upon by and shall be retained in the possession of the Trustee, subject at all times during

normal business hours to the inspection of the Bank and, after written request received by the Trustee at least five (5) Business Days prior to the date of inspection, by any Beneficial Owner of at least five percent (5%) in principal amount of Outstanding Bonds.

SECTION 7.04. Report. Within sixty (60) days after the delivery of the Series 2019 Bonds, the Trustee shall file a written report with the Bank and the City covering all receipts and all disbursements made pursuant to the provisions of this Article VII in respect of the net proceeds of the Series 2019 Bonds deposited in the Purchase Account. Said report shall be supplemented at least once every sixty (60) days by the Trustee until all of the net proceeds of the Series 2019 Bonds deposited in the Purchase Account shall have been expended.

ARTICLE VIII.

INVESTMENT OF MONEYS

SECTION 8.01. General Provisions.

(a) Any moneys held as part of any Fund or Account created under or pursuant to Article VI hereof including the Rebate Fund shall be invested or reinvested by the Trustee as continuously as reasonably possible in such Investment Securities as may be directed in writing by the Bank. All such investments shall at all times be a part of the Fund or Account in which the moneys used to acquire such investments had been deposited and, except as provided in Article VI, all income and profits on such investments, other than from moneys on deposit in the Rebate Fund or any Account created thereunder, shall be deposited as received in the General Account. The Trustee may make any and all such investments through its bond department or through the bond department of any financial institution that is an affiliate of the Trustee and may trade with itself or any of its affiliates in doing so. Moneys in separate Funds and Accounts may not be commingled for the purpose of investment or deposit. Any investment losses shall be charged to the Fund or Account in which moneys used to purchase such investment had been deposited. For so long as the Trustee is in compliance with the provisions of this Section 8.01, the Trustee shall not be liable for any investment losses. Moneys in any Fund or Account shall be invested in Investment Securities with a maturity date or a redemption date that shall coincide as nearly as practicable with times at which moneys in such Funds or Accounts will be required for the purposes thereof. The Trustee shall sell and reduce to cash a sufficient amount of such investments in the respective Fund or Account whenever the cash balance therein is insufficient to pay the amounts contemplated to be paid therefrom at the time those amounts are to be paid. All investment income from the assets held in any Fund or Account, except for the Rebate Fund and any Accounts created thereunder, will be added to the General Account.

(b) The Bank (i) certifies to the owners of the Bonds from time to time Outstanding that moneys on deposit in any Fund or Account in connection with the Bonds, whether or not such moneys were derived from the proceeds of the sale of the Bonds or from any other sources, are not intended to be used in a manner which will cause the interest on the Bonds to lose the exclusion from gross income for federal income tax purposes and (ii) covenants with the owners of the Bonds from time to time Outstanding that, so long as any of the Bonds remain Outstanding, moneys on deposit in any Fund or Account established in connection with the Bonds, whether or not such moneys were derived from the proceeds of the sale of the Bonds or from any other source, will not be used in any manner which will cause the interest on the Bonds to become subject to federal income taxation.

SECTION 8.02. Valuation of Investments. For the purpose of determining the amount in any Fund or Account, all Investment Securities credited to such Fund or Account shall be valued at the lesser of (a) the average of the bid and asked prices most recently published prior to the date of determination for those Investment Securities, the bid and asked prices of which are published on a regular basis in *The Wall Street Journal*, or, if not there, in *The New York Times*; or (b) the average bid price as of the date of determination by any two nationally recognized government securities dealers selected by the Trustee for those Investment Securities the bid and asked prices of which are not published on a regular basis as set forth in subsection (a) above; or

(c) par value (plus, prior to the first payment of interest following purchase, the amount of any accrued interest paid as part of the purchase price) for Investment Securities which are certificates of deposit and bankers acceptances; or (d) for all other Investment Securities the lesser of cost or market value (exclusive of accrued interest paid as part of the purchase price after the first payment of interest following purchase); provided, however, that any repurchase agreements shall be valued, respectively, at the unpaid repurchase price or principal balance collectible pursuant thereto.

SECTION 8.03. Arbitrage Restrictions; Series 2019 Bonds to Remain Tax Exempt.

(a) The Bank shall provide the Trustee with the Tax Certificate which shall govern the investment of the Funds and Accounts and the application of Section 6.09 hereof.

(b) Without limiting subsection (b) of Section 8.01 hereof, the Bank further covenants and agrees that it will not take any action or fail to take any action with respect to the investment of the proceeds of the Series 2019 Bonds, or with respect to the investment or application of any payments under the City Bond or any other agreement or instrument entered into in connection therewith or with the issuance of the Series 2019 Bonds, including but not limited to the obligation, if any, to rebate certain funds to the United States of America, which would result in constituting the Series 2019 Bonds arbitrage bonds within the meaning of such term as used in Section 148 of the Code. The Bank further agrees that it will not act in any other manner that would adversely affect the exclusion from gross income tax for federal income tax purposes of the interest on the Series 2019 Bonds.

ARTICLE IX.

DISCHARGE OF INDENTURE

SECTION 9.01. Discharge of Indenture. Except as provided in this Article IX, if payment or provision for payment is made to the Trustee, of the principal of, premium, if any, and interest due and to become due on the Bonds at the times and in the manner stipulated therein, and there is paid or caused to be paid to the Trustee all sums of money due and to become due according to the provisions hereof, and all other amounts due hereunder have been paid in full, then these presents and the Trust Estate and rights hereby granted shall cease, terminate and be void, whereupon the Trustee shall cancel and discharge the lien of this Indenture, and execute and deliver to the Bank such instruments in writing as shall be requisite to cancel and discharge the lien hereof, and release, assign and deliver unto the Bank any and all estate, right, title and interest in and to any and all rights assigned or pledged to the Trustee hereby or otherwise subject to the lien of this Indenture, except moneys or securities held by the Trustee for the payment of the principal of, premium, if any, and interest on the Bonds.

Any Bond shall be deemed to be paid within the meaning of this Indenture when (a) payment of the principal of (and premium, if any, on) such Bond and interest thereon to the due date thereof (whether such due date be by reason of maturity or upon redemption as provided herein or otherwise), either (i) shall have been made or caused to have been made in accordance with the terms thereof, or (ii) shall have been provided for by irrevocably depositing with the Trustee or other financial institution (which must meet the requirements of Section 11.07 hereof) which provides services as escrow agent for the Bank (for purposes of this Article, an "Escrow Agent"), in trust and exclusively for such payment, (A) moneys sufficient to make such payment or (B) Governmental Obligations maturing as to principal and interest in such amounts and at such times, without consideration of any reinvestment thereof, as will insure the availability of sufficient moneys to make such payment, or (C) a combination of such moneys and Governmental Obligations, and (b) all necessary and proper fees and expenses of the Trustee pertaining to the Bonds, including the amount, if any, required to be rebated to the United States of America in accordance with the Tax Certificate and Section 6.09 hereof, with respect to which such deposit is made shall have been paid or deposited with the Trustee.

Notwithstanding the foregoing, in the case of Bonds which by their terms may be redeemed prior to their stated maturity, no deposit under the immediately preceding paragraph shall be deemed a payment of such Bonds as aforesaid until the Bank shall have given the Trustee, in form satisfactory to the Trustee, irrevocable instructions:

(x) stating the date when the principal of each such Bond is to be paid, whether at maturity or on a redemption date (which shall be any redemption date permitted by this Indenture);

(y) to timely call for redemption pursuant to this Indenture any Bond to be redeemed prior to maturity pursuant to (x) of this paragraph; and

(z) to timely mail, in the manner prescribed by Article IV hereof, a notice to the owners of such Bonds satisfying the requirements thereof.

Any monies so deposited with the Trustee or the Escrow Agent as provided in this Article may at the direction of the Bank also be invested and reinvested in Governmental Obligations, maturing in the amounts and times as hereinbefore set forth, and all income from all Governmental Obligations in the possession of the Trustee pursuant to this Article which is not required for the payment of the Bonds and interest thereon with respect to which such monies shall have been so deposited, shall be deposited in the General Account, as and when and collected for use and application as are other monies deposited in such General Account.

Notwithstanding any provision of any other Article of this Indenture which may be contrary to the provisions of this Article, all moneys or Governmental Obligations set aside and held in trust pursuant to the provisions of this Article for the payment of Bonds (including interest thereon but excluding any amounts, if any, set aside for rebate to the United States of America in accordance with the Tax Certificate and Section 6.09 hereof) shall be applied to and used solely for the payment of the particular Bonds (including interest thereon) with respect to which such moneys or obligations have been so set aside in trust.

Upon the deposit with the Trustee or Escrow Agent, in trust, at or before maturity, of money or Governmental Obligations in the necessary amount to pay or redeem all Outstanding Bonds as aforesaid (whether upon or prior to their maturity or the redemption date of such Bonds), provided that if such Bonds are to be redeemed prior to the maturity thereof, notice of such redemption shall have been given as herein provided, or provisions satisfactory to the Trustee shall have been made for the giving of such notice, and compliance with the other payment requirements hereof, this Indenture may be discharged in accordance with the provisions hereof but the limited liability of the Bank in respect of such Bonds shall continue provided that the owners thereof shall thereafter be entitled to payment only out of the moneys or Governmental Obligations deposited with the Trustee or Escrow Agent as aforesaid.

ARTICLE X.

DEFAULT PROVISIONS AND REMEDIES OF TRUSTEE AND BONDHOLDERS

SECTION 10.01. Defaults; Events of Default. If any of the following events occurs, it is hereby defined as and declared to be and to constitute an "Event of Default":

- (a) Default in the due and punctual payment of any interest on any Bond; or
- (b) Default in the due and punctual payment of the principal of any Bond whether at the stated maturity thereof or on any date fixed for redemption; or
- (c) Failure of the Bank to remit to the Trustee within the time limits prescribed herein any moneys which are required by this Indenture to be so remitted; or
- (d) Default in the performance or observance of any other of the covenants, agreements or conditions on the part of the Bank contained in this Indenture or in the Bonds and failure to remedy the same within the time provided in, and after notice thereof pursuant to, Section 10.10 hereof; or
- (e) Any warranty, representation or other statement by or on behalf of the Bank contained in this Indenture or in any instrument furnished in compliance with or in reference to this Indenture is false or misleading, when made, in any material respect, and failure to remedy the same within the time provided in, and after notice thereof pursuant to, Section 10.10 hereof; or
- (f) A petition is filed against the Bank under any bankruptcy, reorganization, arrangement, insolvency, readjustment of debt, dissolution or liquidation law of any jurisdiction whether now or hereafter in effect and is not dismissed within sixty (60) days after such filing; or
- (g) The Bank files a petition in voluntary bankruptcy or seeking relief under any provisions of any bankruptcy, reorganization, arrangement, insolvency, adjustment of debt, dissolution or liquidation law of any jurisdiction whether now or hereafter in effect, or consents to the filing of any petition against it under such law; or
- (h) The Bank is generally not paying its debts as such debts become due, or becomes insolvent or bankrupt, or makes an assignment for the benefit of creditors, or a liquidator or trustee of the Bank or any of its property is appointed by court order or takes possession of such property and such order remains in effect or such possession continues for more than sixty (60) days; or
- (i) Default in the due and punctual payment of any interest or principal on the City Bond; or
- (j) There is a default under the City Bond and/or the City Bond Resolution.

SECTION 10.02. Remedies; Rights of Bondholders. Upon the occurrence of an Event of Default, the Trustee shall in its discretion, except for Events of Default under Section 10.01(a), (b), (i) and (j), notify the owners of all Bonds then Outstanding of such Event of Default by registered or certified mail, and will have the following rights and remedies:

(a) The Trustee may pursue any available remedy at law or in equity or by statute to enforce the payment of the principal of and interest on the Bonds then Outstanding, including enforcement of any rights of the Bank or the Trustee under the City Bond, including, but not limited to, acceleration thereof.

(b) The Trustee may by action or suit in equity require the Bank to account as if it were the trustee of an express trust for the holders of the Bonds and may take such action with respect to the City Bond as the Trustee deems necessary or appropriate and in the best interest of the Bondholders, subject to the terms of the City Bond.

(c) Upon the filing of a suit or other commencement of judicial proceedings to enforce any rights of the Trustee and of the Bondholders under this Indenture, the Trustee will be entitled, as a matter of right, to the appointment of a receiver or receivers of the Trust Estate and of the Revenues, issues, earnings, income, products and profits thereof, pending such proceedings, with such powers as the court making such appointment shall confer.

(d) The Trustee may declare the principal of and accrued interest on all Bonds to be due and payable immediately in accordance with this Indenture and the Act, by notice to the Bank and the City.

Upon the occurrence of an Event of Default, (a) if requested so to do by the holders of twenty-five percent (25%) or more in aggregate principal amount of all Bonds then Outstanding, and (b) if secured and/or indemnified as provided in Section 11.01(k) hereof, the Trustee shall be obligated to exercise such one or more of the rights, remedies and powers conferred by this Section as the Trustee, being advised by Counsel, shall deem most expedient in the interests of the Bondholders.

No right or remedy by the terms of this Indenture conferred upon or reserved to the Trustee (or to the Bondholders) is intended to be exclusive of any other right or remedy, but each and every such right or remedy shall be cumulative and shall be in addition to any other right or remedy given to Trustee or to the Bondholders hereunder or now or hereafter existing at law or in equity or by statute. The assertion or employment of any right or remedy shall not prevent the concurrent or subsequent assertion or employment of any other right or remedy.

No delay or omission to exercise any right or remedy accruing upon any Event of Default shall impair any such right or remedy or shall be construed to be a waiver of any such Event of Default or acquiescence therein, and every such right or remedy may be exercised from time to time and as often as may be deemed expedient.

No waiver of any Event of Default hereunder, whether by the Trustee or by the Bondholders, shall extend to or shall affect any subsequent Event of Default or shall impair any rights or remedies consequent thereon.

SECTION 10.03. Rights of Bondholders to Direct Proceedings. Anything in this Indenture to the contrary notwithstanding, the Beneficial Owners of a majority in aggregate principal amount of Bonds then Outstanding shall have the right, at any time during the continuance of an Event of Default, by an instrument or instruments in writing executed and delivered to the Trustee, to direct the time, method and place of conducting all proceedings to be taken in connection with the enforcement of the terms and conditions of this Indenture, or for the appointment of a receiver or any other proceedings hereunder; provided that such direction shall not be otherwise than in accordance with the provisions of law and of this Indenture including Section 11.01(k) hereof.

SECTION 10.04. Appointment of Receivers. Upon the occurrence of an Event of Default, and upon the filing of a suit or other commencement of judicial proceedings to enforce any rights of the Trustee and of the Bondholders under this Indenture, the Trustee shall be entitled, as a matter of right, to the appointment of a receiver or receivers of the Trust Estate and of the Revenues, issues, earnings, income, products and profits thereof, pending such proceedings with such powers as the court making such appointment shall confer.

SECTION 10.05. Application of Moneys. All moneys received by the Trustee pursuant to any right or remedy given or action taken under the provisions of this Article (including moneys received by virtue of action taken under provisions of the City Bond) shall, after payment of the costs and expenses of the proceedings resulting in the collection of such moneys and of the expenses, liabilities and advances incurred or made by the Trustee and any other moneys owed to the Trustee hereunder, be deposited in the General Account and all moneys in such Accounts shall be applied as follows:

(a) Unless the principal of all the Bonds shall have become due and payable, all such moneys shall be applied:

FIRST - To the payment to the persons entitled thereto of all installments of interest then due on the Bonds, including interest on any past due principal of any Bond at the rate borne by such Bond, in the order of the maturity of the installments of such interest and, if the amount available shall not be sufficient to pay in full any particular installment, then to such payment ratably, according to the amounts due on such installments, to the persons entitled thereto, without any discrimination or privilege;

SECOND - To the payment to the persons entitled thereto of the unpaid principal of any of the Bonds which shall have become due either at maturity or pursuant to a call for redemption (other than Bonds called for redemption for the payment of which other moneys are held pursuant to the provisions of this Indenture), in the order of their due dates, and, if the amount available shall not be sufficient to pay in full the principal of Bonds due on any particular date, together with such interest, then to such payment ratably, according to the amount of principal due on such date, to the persons entitled thereto without any discrimination or privilege; and

THIRD - To be held for the payment to the persons entitled thereto as the same shall become due of the principal of and interest on the Bonds which may then become due either at maturity or upon call for redemption prior to maturity, and, if the amount

available shall not be sufficient to pay in full the principal of and interest on Bonds due on any particular date, such payment shall be made ratably according to the amount of principal and interest due on such date to the persons entitled thereto without any discrimination or privilege.

(b) If the principal of all the Bonds shall have become due or shall have been declared due and payable, all such moneys shall be applied to the payment of the principal and interest then due and unpaid upon the Bonds, without preference or priority of principal over interest or of interest over principal, or of any installment of interest over any other installment of interest, or of any Bond over any other Bond, ratably, according to the amounts due respectively for principal and interest, to the persons entitled thereto without any discrimination or privilege.

Whenever moneys are to be applied pursuant to the provisions of this Section, such moneys shall be applied at such times, and from time to time, as the Trustee shall determine, having due regard for the amount of such moneys available for application and the likelihood of additional moneys becoming available for such application in the future. Whenever the Trustee shall apply such funds, it shall fix the date (which shall be an Interest Payment Date unless the Trustee shall deem another date more suitable) upon which such application is to be made and upon such date interest on the amounts of principal to be paid on such dates shall cease to accrue. The Trustee shall give such notice as it may deem appropriate of the deposit with it of any such moneys and of the fixing of any such date, and shall not be required to make payment of principal to the owner of any Bond until such Bond shall be presented to the Trustee for appropriate endorsement or for cancellation if fully paid.

Whenever all principal of and interest on all Bonds have been paid under the provisions of this Section and all expenses and charges of the Trustee have been paid and all other amounts due hereunder have been paid in full, any balance remaining in the General Account shall be paid as provided in Article VI hereof.

SECTION 10.06. Remedies Vested in the Trustee. All rights of action (including the right to file proof of claims) under this Indenture or under any of the Bonds may be enforced by the Trustee without the possession of any of the Bonds or the production thereof in any trial or other proceeding related thereto and any such suit or proceeding instituted by the Trustee shall be brought in its name as Trustee without the necessity of joining as plaintiffs or defendants any owners of the Bonds, and any recovery of judgment shall be for the equal and ratable benefit of the owners of all the Outstanding Bonds.

SECTION 10.07. Rights and Remedies of Bondholders. No owner of any Bond shall have any right to institute any suit, action or proceeding at law or in equity for the enforcement of this Indenture or for the execution of any trust hereof or for the appointment of a receiver or any other remedy hereunder, unless (a) a Default has occurred, (b) such Default shall have become an Event of Default and the Beneficial Owners of not less than twenty-five percent (25%) in aggregate principal amount of Bonds then Outstanding shall have made written request to the Trustee and shall have offered it reasonable opportunity either to proceed to exercise the remedies hereinbefore granted or to institute such action, suit or proceeding in its own name, (c) such Beneficial Owners of Bonds have offered to the Trustee security and/or indemnity as

provided in Section 11.01(k) hereof, and (d) the Trustee has refused or for sixty (60) days after receipt of such request and offer of security and/or indemnification has failed to exercise the remedies hereinbefore granted or to institute such action, suit or proceeding in its own name, and such request and offer of security and/or indemnity are hereby declared in every case at the option of Trustee to be conditions precedent to the execution of the powers and trusts of this Indenture, and to any action or cause of action for the enforcement of this Indenture, or for the appointment of a receiver or for any other remedy hereunder; it being understood and intended that no one or more owners of the Bonds shall have any right in any manner whatsoever to affect, disturb or prejudice the lien of this Indenture by its, his, her or their action or to enforce any right hereunder except in the manner herein provided, and that all proceedings at law or in equity shall be instituted, had and maintained in the manner herein provided and for the equal and ratable benefit of the owners of all Bonds then Outstanding. However, nothing contained in this Indenture shall affect or impair the right of any Bondholder to enforce the payment of the principal of, premium, if any, and interest on any Bond at and after the maturity thereof, or the limited obligation of the Bank to pay the principal of, premium, if any, and interest on each of the Bonds issued hereunder to the respective owners thereof at the time and place, from the source and in the manner expressed in the Bonds.

SECTION 10.08. Termination of Proceedings. In case the Trustee or any owner of any Bonds shall have proceeded to enforce any right under this Indenture by the appointment of a receiver or otherwise, and such proceedings shall have been discontinued or abandoned for any reason, or shall have been determined adversely, then and in every such case the Bank, the Trustee and the Bondholders shall be restored their former positions and rights hereunder, respectively, and with regard to the property herein subject to this Indenture, and all rights, remedies and powers of the Trustee and the owners of Bonds shall continue as if no such proceedings had been taken.

SECTION 10.09. Waivers of Events of Default. The Trustee may at its discretion waive any Event of Default hereunder and its consequences, and shall do so upon the written request of the Beneficial Owners of (a) more than sixty-six and two-thirds percent (66 2/3%) in aggregate principal amount of all the Bonds then Outstanding in respect of which an Event of Default in the payment of principal or interest exists, or (b) more than fifty percent (50%) in aggregate principal amount of all Bonds then Outstanding in the case of any other Event of Default; provided, however, that there shall not be waived (x) any Event of Default in the payment of the principal of any Outstanding Bond at the date of maturity specified therein or (y) any Event of Default in the payment when due of the interest on any Outstanding Bond unless prior to such waiver all of the interest or all payments of principal when due, as the case may be, with interest on overdue principal at the rate borne by such Bond, and all expenses of the Trustee in connection with such Event of Default shall have been paid or provided for or (z) any Event of Default for nonpayment of Program Expenses. In case of any such waiver or rescission, or in case any proceeding taken by the Trustee on account of any such Event of Default shall have been discontinued or abandoned or determined adversely, then and in every such case the Bank, the Trustee and the Bondholders shall be restored to their former positions and rights hereunder, respectively, but no such waiver or recession shall extend to any subsequent or other Event of Default or impair any rights consequent thereon.

SECTION 10.10. Notice of Defaults under Section 10.01(d) or (e); Opportunity of the Bank to Cure Such Defaults. Anything herein to the contrary notwithstanding, no Default under Section 10.01(d) or (e) hereof shall constitute an Event of Default until actual notice of such Default by registered or certified mail shall be given to the Bank by the Trustee or the Beneficial Owners of not less than twenty-five percent (25%) in aggregate principal amount of all Bonds then Outstanding and the Bank shall have had sixty (60) days after receipt of such notice to correct the Default or cause the Default to be corrected, and shall not have corrected the Default or caused the Default to be corrected within the applicable period; provided, however, if the Default be such that it is correctable but cannot be corrected within the applicable period, it shall not constitute an Event of Default if corrective action is instituted by the Bank within the applicable period and diligently pursued until the Default is corrected. If a Default is cured under this Section 10.10, then it will not constitute an Event of Default.

With regard to any alleged Default concerning which notice is given to the Bank under the provisions of this Section, the Bank hereby grants to the Trustee full authority for the account of the Bank to perform any covenant or obligation, the failure of performance which is alleged in said notice to constitute an Event of Default, in the name and stead of the Bank with full power to do any and all things and acts to the same extent that the Bank could do and perform any such things and acts and with power of substitution.

ARTICLE XI.

TRUSTEE

SECTION 11.01. Acceptance of the Trusts. The Trustee hereby accepts the trusts and duties imposed upon it by this Indenture, and agrees to perform said trusts and duties with the same degree of care and skill in their exercise, as a prudent corporate trustee would exercise or use under the circumstances in the conduct of its own affairs, but only upon and subject to the following express terms and conditions:

(a) The Trustee, prior to the occurrence of an Event of Default and after the curing of all Events of Default which may have occurred, undertakes to perform such duties and only such duties as are specifically set forth in this Indenture. In case an Event of Default has occurred (which has not been cured or waived), the Trustee shall exercise the rights and powers vested in it by this Indenture in accordance with the standard specified above.

(b) The Trustee may execute any of the trusts or powers hereof and perform any of its duties by or through attorneys, agents, receivers or employees but shall not be answerable for the conduct of the same if appointed in accordance with the standard specified above, and shall be entitled to advice of Counsel concerning all matters of trusts hereof and the duties hereunder, and may in all cases pay such reasonable compensation to all such attorneys, agents, receivers and employees as may reasonably be employed in connection with the trusts hereof. The Trustee may act upon the opinion or advice of any attorney or firm of attorneys (who may be the attorney or firm of attorneys for the Bank), approved by the Trustee in the exercise of reasonable care. The Trustee shall not be responsible for any loss or damage resulting from any action or non-action in good faith in reliance upon such opinion or advice.

(c) The Trustee shall not be responsible for any recital herein or in the Bonds, other than the Certificate of Authentication required by Section 3.04 hereof, or for the validity of the execution by the Bank of this Indenture or of any supplements hereto or instruments of further assurance, or for the sufficiency of the security for the Bonds issued hereunder or intended to be secured hereby.

(d) The Trustee shall not be accountable for the use of any Bonds authenticated or delivered hereunder. The Trustee may become the owner of Bonds secured hereby with the same rights which it would have if not the Trustee and Bonds owned by the Trustee shall be deemed Outstanding unless canceled pursuant to the provisions hereof.

(e) The Trustee shall be protected in acting upon any notice, request, consent, certificate, order, affidavit, letter, telegram or other paper or document reasonably believed to be genuine and correct and to have been signed or sent by the proper person or persons. The Trustee shall not withhold unreasonably its consent, approval or action to any reasonable request of the Bank. Any action taken by the Trustee pursuant to this Indenture upon the request of the Bank or consent of any person who at the time of making such request or giving such consent is the owner of any Bond, shall be conclusive and binding upon all future owners of the same Bond and upon Bonds issued in exchange therefor or in place thereof.

(f) As to the existence or nonexistence of any fact or as to the sufficiency or validity of any instrument, paper or proceeding, the Trustee shall be entitled in good faith to rely upon a certificate signed by an Authorized Officer as sufficient evidence of the facts therein contained and prior to the occurrence of an Event of Default of which the Trustee has become aware shall also be at liberty to accept a similar certificate to the effect that any particular dealing, transaction or action is necessary or expedient but may at its discretion secure such further evidence deemed necessary or advisable, but shall in no case be bound to secure the same. The Trustee may accept a certificate of an Authorized Officer of the Bank under its seal to the effect that a resolution in the form therein set forth has been adopted by the Bank as conclusive evidence that such resolution has been duly adopted and is in full force and effect.

(g) The permissive right of the Trustee to do things enumerated in this Indenture shall not be construed as a duty and it shall not be answerable for such other than for its gross negligence or willful default.

(h) At any and all reasonable times the Trustee and its duly authorized agents, attorneys, experts, engineers, accountants and representatives shall have the right to inspect any and all of the books, papers and records of the Bank pertaining to the Revenues and receipts pledged to the payment of the Bonds, and to take such memoranda from and in regard thereto as may be desired.

(i) The Trustee shall not be required to give any bond or surety in respect of the execution of the said trusts and powers or otherwise in respect of the premises.

(j) Notwithstanding anything elsewhere in this Indenture contained, the Trustee shall have the right, but shall not be required, to demand, in respect of the authentication of any Bonds, the withdrawal of any cash, or any action whatsoever within the purview of this Indenture, any showings, certificates, opinions, appraisals or other information, or corporate action or evidence thereof, in addition to that by the terms hereof required as a condition of such action, deemed desirable by the Trustee for the purpose of establishing the right of the Bank to the authentication of any Bond, the withdrawal of any cash or the taking of any other action by the Trustee.

(k) Before taking any action referred to in Section 10.02, 10.03 or 10.07 hereof, the Trustee may require that a satisfactory indemnity bond and/or other security be furnished for the reimbursement of all expenses to which it may be put and to protect it against all liability, except liability which is adjudicated to have resulted from its gross negligence or willful default.

(l) All moneys received by the Trustee shall, until used, applied or invested as herein provided, be held in trust for the purposes for which they were received but need not be segregated from other funds except to the extent required by law. The Trustee shall not be under any liability for interest on any moneys received hereunder except such as may be agreed upon in writing.

(m) The Trustee for all purposes of this Indenture shall be deemed to be aware of any Event of Default in the payment of principal, premium, if any, or interest on any of the Bonds.

SECTION 11.02. Fees, Charges and Expenses of the Trustee. The Trustee shall be entitled to prompt payment and reimbursement upon demand for reasonable fees for its services rendered hereunder and all advances, counsel fees and other expenses reasonably and necessarily made or incurred by the Trustee in connection with such services. The Trustee shall be entitled to payment and reimbursement for the reasonable fees and charges of the Trustee as paying agent and registrar for the Bonds but only as hereinabove provided. Upon any Event of Default, but only upon an Event of Default, the Trustee shall have a first lien with right of payment prior to payment on account of principal of or interest on any Bond upon the Trust Estate for the foregoing fees, charges and expenses incurred by it, respectively.

SECTION 11.03. Intervention by the Trustee. In any judicial proceeding to which the Bank is a party and which in the opinion of the Trustee and its Counsel has a substantial bearing on the interests of the owners of the Bonds, the Trustee may intervene on behalf of the Bondholders, and shall do so if requested in writing by the Beneficial Owners of at least twenty-five percent (25%) of the aggregate principal amount of Bonds then Outstanding upon receiving security and/or indemnification satisfactory to the Trustee.

SECTION 11.04. Successor Trustee. Any corporation or association into which the Trustee may be converted or merged, or with which it may be consolidated, or to which it may sell or transfer its trust business and assets as a whole or substantially as a whole, or any corporation or association resulting from any such conversion, sale, merger, consolidation or transfer to which it is a party ("Reorganization"), ipso facto shall be and become successor Trustee hereunder, if legally qualified to serve as such, and vested with all of the title to the Trust Estate and all the trusts, powers, discretions, immunities, privileges and all other matters as was its predecessor, without the execution or filing of any instrument or any further act, deed or conveyance on the part of any of the parties hereto, anything herein to the contrary notwithstanding; provided that within thirty (30) days of the effective date of such Reorganization, the Bank may object to such corporation or association becoming successor Trustee by filing written notice of such objection with the Trustee and by mailing such notice to each Bondholder whereupon a successor or temporary Trustee shall be appointed in accordance with Section 11.07 hereof.

SECTION 11.05. Resignation by the Trustee. The Trustee and any successor Trustee may at any time resign from the trusts hereby by giving thirty (30) days' written notice by registered or certified mail to the Bank, the City and the owner of each Bond as shown by the list of Bondholders required by this Indenture to be kept at the office of the Trustee, and such resignation shall only take effect upon the appointment of a successor Trustee in accordance with Section 11.07 and acceptance of such appointment by the successor Trustee. Notwithstanding any other provision of this Indenture, no removal, resignation or termination of the Trustee shall take effect until a successor shall be appointed.

SECTION 11.06. Removal of the Trustee. The Trustee may be removed at any time with or without cause by an instrument or concurrent instruments in writing delivered to the Trustee and to the Bank and signed by the (a) the City, or (b) the Beneficial Owners of a majority in aggregate principal amount of all Bonds then Outstanding or their attorneys-in-fact duly authorized. Notice of the removal of the Trustee shall be given in the same manner as provided in Section 11.05 hereof with respect to the resignation of the Trustee. So long as no Event of

Default or an event which, with the passage of time would become an Event of Default, shall have occurred and be continuing, the Trustee may be removed at any time for cause by resolution or other official written action taken by the Bank and the City with such written action to be filed with the Trustee.

SECTION 11.07. Appointment of Successor Trustee by the Bondholders; Temporary Trustee. In case the Trustee shall resign or be removed, or be dissolved, or shall be in course of dissolution or liquidation, or otherwise become incapable of acting hereunder, or in case it shall be taken under the control of any public officer or officers, or of a receiver appointed by a court, a successor may be appointed by the owners of a majority in aggregate principal amount of all Bonds then Outstanding, by an instrument or concurrent instruments in writing signed by such owners, or by their attorneys-in-fact duly authorized, a copy of which shall be delivered personally or sent by registered mail to the Bank and the City. Nevertheless, in case of such vacancy, the Bank by resolution may appoint a temporary Trustee to fill such vacancy. Within ninety (90) days of such appointment, the Bondholders may appoint a successor Trustee; any such successor Trustee so appointed by the Bank shall become the successor Trustee if no appointment is made by the Bondholders within such period, but in the event an appointment is made by the Bondholders, the temporary Trustee shall immediately and without further act be superseded by any Trustee so appointed by such Bondholders. Notice of the appointment of a successor Trustee shall be given in the same manner as provided by Section 11.05 hereof with respect to the resignation of a Trustee. Every such Trustee appointed pursuant to the provisions of this Section shall be a trust company or bank having its principal place of business in the United States of America duly authorized to exercise trust powers and having a reported capital and surplus of not less than \$75,000,000, if there be such an institution willing, qualified and able to accept the trust upon reasonable or customary terms.

SECTION 11.08. Concerning Any Successor Trustee. Every successor Trustee appointed hereunder shall execute, acknowledge and deliver to its predecessor and also to the Bank and the City an instrument in writing accepting such appointment hereunder, and thereupon such successor, without any further act, deed or conveyance, shall become fully vested with all the estates, properties, rights, powers, trusts, duties and obligations of its predecessors; but such predecessor shall, nevertheless, on the written request of the Bank or the City, after the payment of all fees, charges and expenses which may be due and owing to such predecessor pursuant to the provisions of Section 11.02 hereof, execute and deliver an instrument transferring to such successor Trustee all the estates, properties, rights, powers and trusts of such predecessor hereunder; and every predecessor Trustee shall deliver all securities, moneys and other property or documents held by it as Trustee hereunder to its successor hereunder. Should any instrument in writing from the Bank be required by any successor Trustee for more fully and certainly vesting in such successor the estate, rights, powers and duties hereby vested or intended to be vested in the predecessor, any and all such instruments in writing shall, on request, be executed, acknowledged and delivered by the Bank. The resignation of any Trustee and the instrument or instruments removing any Trustee and appointing a successor hereunder, together with all other instruments provided for in this Article, shall be filed or recorded by the successor Trustee in each recording office where this Indenture shall have been filed or recorded.

SECTION 11.09. Indemnification. The Bank, will, to the fullest extent permitted by law, protect, indemnify and save the Trustee and its respective officers, board members, agents,

and employees, harmless from and against all liabilities, losses, damages, costs, expenses (including attorneys' fees and expenses of the Trustee), taxes, causes of action, suits, claims, demands and judgments of any nature arising from:

(a) violation of any agreement, provision or condition of this Indenture, the City Bond, the Bonds or the City Bond Resolution except a violation by the Trustee resulting from its gross negligence or willful misconduct;

(b) any statement or information relating to the expenditure of the proceeds of the Bonds contained in the "Tax Certificate" or similar document furnished by the City to the Bank which, at the time made, is misleading, untrue or incorrect in any material respect; and

(c) any untrue statement or alleged untrue statement of a material fact contained in any offering material relating to the sale or remarketing of the Bonds (as from time to time amended or supplemented) or arising out of or based upon the omission or alleged omission to state therein a material fact required to be stated therein or necessary in order to make the statements therein not misleading, or failure to properly register or otherwise qualify the sale of the Bonds or failure to comply with any licensing or other law or regulation which would affect the manner whereby or to whom the Bonds could be sold.

Promptly after receipt by the Trustee of notice of the commencement of any action with respect to which security and/or indemnity may be sought against the Bank under this Section, the Trustee will notify the Bank in writing of the commencement thereof, and, subject to the provisions hereinafter stated, the Bank shall assume the defense of such action (including the employment of Counsel or such other person as the case may be, and the payment of expenses). Insofar as such action shall relate to any alleged liability with respect to which security and/or indemnity may be sought against the Bank, the Trustee shall have the right to employ separate Counsel in any such action and to participate in the defense thereof, but the fees and expenses of such Counsel shall not be at the expense of the Bank unless the employment of such Counsel has been specifically authorized by the Bank. The Bank shall not be liable to indemnify any person for any settlement of any such action effected without its consent.

The provisions of this Section 11.09 shall survive the payment and discharge of the City Bond and the Bonds.

SECTION 11.10. Successor Trustee as Trustee of Funds, Paying Agent and Registrar. In the event of a change in the office of Trustee, the predecessor Trustee which has resigned or been removed shall cease to be Trustee of the funds provided hereunder and registrar and paying agent for principal of, premium, if any, and interest on the Bonds, and the successor Trustee shall become such Trustee, registrar and paying agent.

ARTICLE XII.

SUPPLEMENTAL INDENTURES

SECTION 12.01. Supplemental Indentures not Requiring Consent of Bondholders.

The Bank and the Trustee may, without the consent of, or notice to, any of the Bondholders, enter into an indenture or indentures supplemental to this Indenture for any one or more of the following purposes:

- (a) To cure any ambiguity or formal defect or omission in this Indenture;
- (b) To grant to or confer upon the Trustee for the benefit of the Bondholders any additional benefits, rights, remedies, powers or authorities that may lawfully be granted to or conferred upon the Bondholders or the Trustee, or to make any change which, in the opinion of Bond Counsel, does not materially and adversely affect the interest of the owners of Outstanding Bonds and does not require unanimous consent of the Bondholders pursuant to Section 12.02 hereof;
- (c) To subject to this Indenture additional Revenues, properties or collateral;
- (d) To modify, amend or supplement this Indenture or any indenture supplemental hereto in such manner as to permit the qualification hereof and thereof under the Trust Indenture Act of 1939 or any similar federal statute hereafter in effect or to permit the qualification of the Bonds for sale under the securities laws of the United States of America or of any of the states of the United States of America, and, if they so determine, to add to this Indenture or any indenture supplemental hereto such other terms, conditions and provisions as may be permitted by said Trust Indenture Act of 1939 or similar federal statute;
- (e) To evidence the appointment of a separate or co-trustee or the succession of a new Trustee hereunder or the succession of a new registrar and/or paying agent; and
- (f) In connection with the issuance of Refunding Bonds.

SECTION 12.02. Supplemental Indentures Requiring Consent of Bondholders.

Exclusive of Supplemental Indentures provided for by Section 12.01 hereof and subject to the terms and provisions contained in this Section, and not otherwise, the owners of not less than a majority in aggregate principal amount of the Bonds then Outstanding which are affected (exclusive of Bonds held by the Bank), shall have the right, from time to time, anything contained in this Indenture to the contrary notwithstanding, to consent to and approve the execution by the Bank and the Trustee of such other indenture or indentures supplemental hereto as shall be deemed necessary and desirable by the Trustee for the purpose of modifying, altering, amending, adding to or rescinding, in any particular, any of the terms or provisions contained in this Indenture or in any Supplemental Indenture; provided, however, that nothing in this Section contained shall permit, or be construed as permitting, without the consent of the owners of all then Outstanding Bonds, (a) an extension of the maturity of the principal of or the interest or redemption date on any Bond issued hereunder, or (b) a reduction in the principal amount of any Bond or change in the rate of interest, or (c) a privilege or priority of any Bond or Bonds over any other Bond or Bonds, or (d) a reduction in the aggregate principal amount of the Bonds

required for consent to such Supplemental Indenture, or (e) the creation of any lien securing any Bonds other than a lien ratably securing all of the Bonds at any time Outstanding hereunder, or (f) any modification of the trusts, powers, rights, obligations, duties, remedies, immunities and privileges of the Trustee without the written consent of the Trustee.

If at any time the Bank shall request the Trustee to enter into any such Supplemental Indenture for any of the purposes set forth in this Section, the Trustee shall, upon being satisfactorily secured and/or indemnified with respect to expenses, cause notice of the proposed execution of such Supplemental Indenture to be mailed by registered or certified mail to each owner of a Bond at the address shown on the registration records maintained by the Trustee. Such notice shall briefly set forth the nature of the proposed Supplemental Indenture and shall state that copies thereof are on file at the Principal Office of the Trustee for inspection by all Bondholders. If, within sixty (60) days, or such longer period as shall be prescribed by the Bank, following the mailing of such notice, the owners of not less than fifty-one percent (51%) in aggregate principal amount of the Bonds Outstanding at the time of the execution of any such Supplemental Indenture (exclusive of Bonds held by the Bank) shall have consented to and approved the execution of such Supplemental Indenture as provided in Section 13.01 hereof, no owner of any Bond shall have any right to object to any of the terms and provisions contained therein, or the operation thereof, or in any manner to question the propriety of the execution thereof, or to enjoin or restrain the Trustee or the Bank from executing the same or from taking any action pursuant to the provisions thereof. Upon the execution of any such Supplemental Indenture as in this Section permitted and provided, this Indenture shall be and be deemed to be modified and amended in accordance therewith.

ARTICLE XIII.

MISCELLANEOUS

SECTION 13.01. Consents, etc. of Bondholders. Any consent, request, direction, approval, objection or other instrument required by this Indenture to be signed and executed by the Bondholders may be in any number or concurrent writings of similar tenor and may be signed or executed by such Bondholders in person or by agent appointed in writing. Proof of the execution of any such consent, request, direction, approval, objection or other instrument or of the writing appointing any such agent and of the ownership of Bonds, if made in the following manner, shall be sufficient for any of the purposes of this Indenture, and shall be conclusive in favor of the Trustee with regard to any action taken by it or them under such request or other instrument, namely:

(a) The fact and date of the execution by any person of any such writing may be proved (i) by the certificate of any officer in any jurisdiction who by law has power to take acknowledgments within such jurisdiction that the person signing such writing acknowledged before him the execution thereof, or (ii) by an affidavit of any witness to such execution.

(b) The fact of ownership of Bonds and the amount or amounts, numbers and other identification of Bonds, and the date of holding the same shall be proved by the Bond Register maintained by the Trustee pursuant to Section 3.06 hereof.

SECTION 13.02. Limitation of Rights. With the exception of rights herein expressly conferred, nothing expressed or mentioned in or to be implied from this Indenture or the Bonds is intended or shall be construed to give to any person or company other than the parties hereto, and the owners of the Bonds, any legal or suitable right, remedy or claim under or in respect to this Indenture or any covenants, conditions and provisions herein contained; this Indenture and all of the covenants, conditions and provisions hereof being intended to be and being for the sole and exclusive benefit of the parties hereto and the owners of the Bonds as herein provided.

SECTION 13.03. Severability. If any provision of this Indenture shall be held or deemed to be or shall, in fact, be illegal, inoperative or unenforceable, the same shall not affect any other provision or provisions herein contained or render the same invalid, inoperative or unenforceable to any extent whatever.

SECTION 13.04. Notices. Any notice, request, complaint, demand, communication or other paper shall be sufficiently given when delivered or mailed by registered or certified mail, postage prepaid, or sent by telegram, addressed to the appropriate Notice Address. A duplicate copy of each notice required to be given hereunder by the Trustee or the Bank to the City or the Underwriter shall also be given to the other. The Bank or the Trustee may, by notice given hereunder, designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent.

SECTION 13.05. Trustee as Paying Agent and Registrar. The Trustee is hereby designated and agrees to act as paying agent and registrar for and in respect to the Bonds.

SECTION 13.06. Payments Due on Saturdays, Sundays and Holidays. In any case where the date of maturity of interest on or principal of or the date fixed for redemption of the Bonds shall be in the city of payment a Saturday, Sunday or a legal holiday or a day on which banking institutions are authorized by law to close, then payment of interest or principal may be made on the next Business Day with the same force and effect as if made on the date of maturity or the date fixed for redemption.

SECTION 13.07. Counterparts. This Indenture may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

SECTION 13.08. Receipt of Money or Revenues by Trustee. The Trustee is an authorized agent of the Bank for purposes of receiving money and Revenues on behalf of the Bank. It is not the intent of this Section 13.08, or any other Section of this Indenture, to create a power of attorney relationship between the Bank and the Trustee.

SECTION 13.09. Applicable Provisions of Law. This Indenture shall be governed by and construed in accordance with the laws of the State.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Bank has caused this Indenture to be executed on its behalf by its Executive Director and the seal of the Bank to be hereunto affixed and duly attested by its Secretary and the Trustee, to evidence its acceptance of the trusts created hereunder, has caused this Indenture to be executed in its name by its duly authorized officers, all as of the day and year first above written.

(SEAL)

MISSISSIPPI DEVELOPMENT BANK

By _____
Executive Director

ATTEST:

By _____
Secretary

_____, as Trustee

By _____

Title _____

1336928

EXHIBIT A
FORM OF CITY BOND

[CITY BOND FORM]

THIS CITY BOND HAS BEEN ASSIGNED TO _____, AS TRUSTEE (THE "TRUSTEE") UNDER AN INDENTURE OF TRUST (THE "INDENTURE"), DATED AS OF _____ 1, 2019, BY AND BETWEEN THE MISSISSIPPI DEVELOPMENT BANK AND THE TRUSTEE. THIS CITY BOND IS REGISTERED IN THE NAME OF THE TRUSTEE AND IS NON-TRANSFERRABLE EXCEPT AS PERMITTED IN THE INDENTURE.

UNITED STATES OF AMERICA
STATE OF MISSISSIPPI
JACKSON COUNTY

CITY OF GAUTIER, MISSISSIPPI
PUBLIC IMPROVEMENT GENERAL OBLIGATION BOND,
SERIES 2019

NO. R-1 \$ _____

Rate of Interest

Maturity

Date of Original Issue

*Payable
as set forth herein*

_____, 2019

REGISTERED OWNER: _____,
As Assignee of the Mississippi Development Bank

PRINCIPAL AMOUNT: _____ AND NO/100THS DOLLARS

The City of Gautier, Mississippi (the "City"), a body politic existing under the Constitution and laws of the State of Mississippi, acknowledges itself to owe and for value received, promises to pay in lawful money of the United States of America to the Registered Owner identified above, upon the presentation and surrender hereof, at the corporate trust office of _____, in _____, Mississippi, or its successor, as paying agent (the "Paying Agent") for the Public Improvement General Obligation Bond, Series 2019 of the City (this "City Bond"), on the maturity date identified above, the principal amount identified above. Payment of the principal amount of this City Bond shall be made to the Registered Owner hereof who shall appear in the registration records of the City maintained by _____, _____, Mississippi, or its successor, as transfer agent for the City Bond (the "Transfer Agent") at the times and periods as provided in the Indenture (as defined herein).

The City further promises to pay interest on such principal amount from the date of this City Bond as hereinafter provided until said principal sum is paid to the Registered Owner hereof

who shall appear in the registration records of the City maintained by the Transfer Agent as of the Record Date (as defined in the Indenture).

Payments of principal of and interest on this City Bond shall be made by check or draft mailed to such Registered Owner at its address as such address appears on such registration records in time to reach the Registered Owner at least five (5) days prior to an Interest Payment Date (as defined in the Bond Resolution, as hereinafter defined).

This City Bond is issued under the authority of the Constitution and statutes of the State of Mississippi, including Sections 21-33-301 *et seq.*, Mississippi Code of 1972, as amended and supplemented from time to time (the "City Act"), and Sections 31-25-1 *et seq.*, Mississippi Code of 1972, as amended and supplemented from time to time (together with the City Act, the "Act"), and by the further authority of proceedings duly had by the Mayor and City Council of the City, including a resolution adopted on January 15, 2019 (the "Bond Resolution").

This City Bond is issued in the aggregate authorized principal amount of _____ Dollars (\$ _____) to provide funds for the purposes set forth in the Bond Resolution, including, but not limited to, (a) constructing, improving, equipping or paving streets, sidewalks, driveways, parkways, public play grounds, walkways or public parking facilities, bridges, culverts and purchasing land therefor if necessary, (b) erecting, repairing, improving, adorning, equipping and furnishing municipal buildings, (c) repairing, improving, and extending public utility plants or distribution systems, (d) repairing, improving and extending sanitary, storm, drainage or sewerage systems, (e) financing other related purposes as authorized under the City Bond Act, (f) paying capitalized interest on the Bank Bonds (as hereinafter defined) and this City Bond, and (g) paying the costs of issuance of this City Bond and the Bank Bonds.

The City will duly and punctually pay the principal of, premium, if any, and interest on this City Bond at the dates and the places and in the manner mentioned in the Bond Resolution, according to the true intent and meaning thereof. Notwithstanding any schedule of payments upon the City Bond, the City agrees to make payments upon the City Bond and be liable therefor at such times and in such amounts (including principal, premium, if any, and interest) so as to provide for payment of the principal of, premium, if any, and interest on the \$ _____ Mississippi Development Bank Special Obligation Bonds, Series 2019 (City of Gautier, Mississippi Public Improvement General Obligation Bond Project) (the "Bank Bonds"), outstanding under the Indenture of Trust, by and between the Mississippi Development Bank and _____, _____, Mississippi, as trustee (the "Trustee"), dated as of _____ 1, 2019 (the "Indenture") when due whether upon a scheduled interest payment date, redemption or at maturity.

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

The City and the Paying Agent may deem and treat the Registered Owner hereof as the absolute owner for the purpose of receiving payment of principal hereof and interest due hereon

and for all other purposes and neither the City nor the Paying Agent shall be affected by any notice to the contrary.

This City Bond shall be a general obligation of the City payable as to principal of, premium, if any, and interest out of and secured by a special tax to be levied annually by the City, without limitation as to time, rate or amount, upon all of the taxable property within the geographical boundaries of the City adequate and sufficient to provide for the payment of the principal of, premium, if any, and interest on the City Bond as the same becomes due. Said tax shall be extended upon the tax rolls and collected in the same manner and at the same time as other taxes of the City are collected, and the rate of the tax which shall be so extended shall be sufficient in each year fully to produce the sums required as aforesaid, without limitation as to time, rate or amount; provided, however, that such tax levy for any year shall be abated *pro tanto* to the extent the City on or prior to September 1 of that year has transferred money to the 2019 Bond Fund (as defined in the Bond Resolution), or has made other provisions for funds, to be applied toward the payment of the principal of and interest on the City Bond due during the ensuing fiscal year of the City, in accordance with the provisions of the Bond Resolution. The avails of said tax are irrevocably pledged by the City under the Bond Resolution for the payment of the principal of, premium, if any, and interest on the City Bond as the same shall mature and accrue. Should there be a failure in any year to comply with the requirements, such failure shall not impair the right of the holder of the City Bond in any subsequent year to have adequate taxes levied and collected to meet the obligations of the City Bond, as to principal of, premium, if any, and interest.

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

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

Upon a default in payment under this City Bond, the Trustee may, as provided in the Indenture and the Bond Resolution, declare the principal of and accrued interest on this City Bond to be due and payable immediately.

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

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

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

Capitalized terms used herein, but not defined herein, shall have the meanings given to such terms in the Bond Resolution and the Indenture.

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

IN WITNESS WHEREOF, the City has caused this City Bond to be executed in its name by the manual or facsimile signature of the Mayor of the City, countersigned by the manual or facsimile signature of the City Clerk of the City, under the manual or facsimile seal of the City, which said manual or facsimile signatures and seal said officials adopt as and for their own proper signatures and seal, on this the ____ day of _____, 2019.

(SEAL)

CITY OF GAUTIER, MISSISSIPPI

By _____
Mayor

ATTEST:

City Clerk

CERTIFICATE OF REGISTRATION AND AUTHENTICATION

This City Bond is the City Bond described in the within mentioned Bond Resolution and is the Public Improvement General Obligation Bond, Series 2019, of the City of Gautier, Mississippi.

_____, as Transfer
Agent

By _____
Authorized Signatory

Date of Registration and Authentication: _____, 2019

REGISTRATION AND VALIDATION CERTIFICATE

**STATE OF MISSISSIPPI
COUNTY OF JACKSON**

I, the undersigned City Clerk of the City of Gautier, Mississippi, do hereby certify that the within City Bond has been duly registered by me as an obligation of said City pursuant to law in a record kept in my office for that purpose, and has been validated and confirmed by Decree of the Chancery Court of Jackson County, Mississippi, rendered on the _____ day of _____, 2019.

(SEAL)

City Clerk

[END OF CITY BOND FORM]

45517060.v1

CITY BOND PURCHASE AGREEMENT

THIS CITY BOND PURCHASE AGREEMENT (this "Agreement") is dated the ____ day of _____, 2019, by and between the **MISSISSIPPI DEVELOPMENT BANK**, a public body corporate and politic (the "Bank"), created pursuant to the provisions of Sections 31-25-1 *et seq.*, Mississippi Code of 1972, as amended and supplemented from time to time (hereinafter referred to as the "Act"), having its principal place of business in the City of Jackson, Mississippi, and the **CITY OF GAUTIER, MISSISSIPPI** (the "City"), a "local governmental unit" within the meaning of the Act.

WITNESSETH:

WHEREAS, pursuant to the Act, the Bank is authorized to purchase Securities (as defined in the Act) issued by local governmental units (as defined in the Act); and

WHEREAS, the City has duly authorized the issuance of (a) its general obligation bond designated City of Gautier, Mississippi Public Improvement General Obligation Bond, Series 2019 in the form of one fully registered bond, in the principal amount of _____ Dollars (\$ _____) (the "City Bond"); and

WHEREAS, the City Bond is expected to be purchased by the Bank in accordance with the terms and conditions of this Agreement; and

WHEREAS, the Bank has adopted a resolution on February ____, 2019, approving an Indenture of Trust (the "Indenture"), dated as of _____ 1, 2019, by and between the Bank and _____, _____, Mississippi, as trustee (the "Trustee"), authorizing the issuance of its \$ _____ Mississippi Development Bank Special Obligation Bonds, Series 2019 (City of Gautier, Mississippi Public Improvement General Obligation Bond Project) (the "Series 2019 Bonds"), a portion of the proceeds of which will be used to purchase the City Bond.

NOW, THEREFORE, the Bank and the City agree as follows:

1. Subject to the terms and conditions of this Agreement, the Bank hereby agrees to purchase the City Bond and the City hereby agrees to sell the City Bond to the Bank at the purchase price of \$ _____, representing the par amount of the City Bond of \$ _____, plus a net original issue premium of \$ _____, less an underwriter's discount of \$ _____, less \$ _____ to be retained by the Trustee under the Indenture and deposited to the Bond Issuance Expense Account of the General Fund to pay the costs of issuance of the Series 2019 Bonds and the City Bond, and less \$ _____ to be retained by the Trustee under the Indenture and deposited to the General Account of the General Fund to pay capitalized interest on the City Bond and the Series 2019 Bonds. The amount of such purchase price will be distributed to the City, all as provided under that certain Bond Resolution (the "City Bond Resolution") adopted on January 15, 2019, pursuant to which the City will issue the City Bond. The terms of the City Bond are set forth in the City Bond Resolution and incorporated herein by reference.

2. The City will take all action required by law to enable it to issue and sell the City Bond to the Bank, and the City's obligation to issue and sell the City Bond, and the Bank's obligation to purchase the City Bond, are expressly contingent upon the City's taking all steps and receiving all approvals required by the laws of the State of Mississippi (the "State") to issue and sell the City Bond.

3. To the extent the Series 2019 Bonds are subject to the rebate requirements as set forth in Section 148(f) of the Internal Revenue Code of 1986, as amended, and the Regulations promulgated thereunder (the "Rebate Requirement"), the City agrees to pay to the Bank for prompt payment to or to provide evidence to the Bank of payment to, the United States of America of the Rebate Requirement resulting from the investment of moneys held by the City that constitute gross proceeds of the Series 2019 Bonds, as such Rebate Requirement is computed by the City. The City agrees to provide documentation to the Bank relative to the computation of the Rebate Requirement and payment of such Rebate Requirement when required.

4. At such time as the Bank shall reasonably request and in any event prior to the delivery to the Bank of the City Bond, which City Bond shall be in the form set forth in the City Bond Resolution and registered in the name of _____, _____, Mississippi, as the assignee of the Bank, the City shall furnish to the Bank a transcript of proceedings and the opinions of the City's Bond Counsel ("Bond Counsel") and Bordis & Danos, PLLC ("City Counsel") satisfactory to the Bank which shall set forth, among other things, an unqualified approval of Bond Counsel and City Counsel in connection with the City Bond. The City shall bear the cost of such opinions which cost shall be paid out of the Bond Issuance Expense Account of the General Fund under the Indenture.

5. The City agrees that the City Bond and the payments to be made thereon may be pledged or assigned by the Bank only under and to the extent provided in the Indenture.

6. The City agrees to furnish to the Bank as long as the City Bond remains outstanding annual financial reports, audit reports and such other financial information as is reasonably requested by the Bank and as required by the Indenture and the Continuing Disclosure Agreement (as hereinafter defined).

7. The City agrees to execute and deliver a written undertaking (the "Continuing Disclosure Agreement"), for the benefit of the holders of the Series 2019 Bonds and to deliver, or cause to be delivered, to (a) the Municipal Securities Rulemaking Board (the "MSRB") through the MSRB's Electronic Municipal Market Assess system (EMMA), in the electronic format then prescribed by the Securities and Exchange Commission pursuant to Rule 15c2-12 of the Securities and Exchange Commission (the "Rule"), and (b) any public or private repository or entity designated by the State as a State repository, if any, for the purposes of the Rule, the information described in the Continuing Disclosure Agreement, together with any identifying information or other information then required to accompany the applicable filing.

8. If any provision of this Agreement shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such provision shall not affect any of the remaining provisions of this Agreement and this Agreement shall be construed and in force as if such invalid or unenforceable provision had not been contained herein.

9. If the Bank does not execute a Bond Purchase Agreement for the sale of the Series 2019 Bonds on or before July 1, 2019, and deliver the Series 2019 Bonds and receive payment therefor on or before July 31, 2019, the City may rescind this Agreement by giving written notice of such rescission to the Executive Director of the Bank. The Bank is obligated to purchase the City Bond solely from proceeds of the Series 2019 Bonds.

10. On or prior to the delivery date of the Series 2019 Bonds, an authorized officer of the City will deliver a certificate to the effect that the statements made in the Official Statement in connection with the Series 2019 Bonds and the City Bond, including without limitation Appendix A and Appendix B thereto, made by the City pertaining to the City and the City Bond, as of the date of the Official Statement, did not contain any untrue statement of a material fact or omit to state any material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading, and that there has been no material adverse change in the financial condition and affairs of the City during the period from the date of the Official Statement to the date of delivery of the Series 2019 Bonds which was not disclosed in or contemplated by the Official Statement.

11. This Agreement may be executed in one or more counterparts, any of which shall be regarded for all purposes as an original and all of which constitute but one and the same instrument. The Bank and the City each agree that it will execute any and all documents or other instruments and take such other actions as may be necessary to give effect to the terms of this Agreement.

12. No waiver by either the Bank or the City of any term or condition of this Agreement shall be deemed or construed as a waiver of any other terms or conditions, nor shall a waiver of any breach be deemed to constitute a waiver of any subsequent breach, whether of the same or of a different section, subsection, paragraph, clause, phrase or other provision of this Agreement.

13. This Agreement merges and supersedes all prior negotiations, representations, and agreements between the Bank and the City relating to the subject matter hereof and constitutes the entire agreement between the Bank and the City in respect hereof.

14. The City has reviewed the Indenture and approves the terms thereof, and agrees to take all actions required of it thereunder.

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

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, we have set our hands unto this City Bond Purchase Agreement as of the day first above written.

(SEAL)

MISSISSIPPI DEVELOPMENT BANK

By: _____
Executive Director

ATTEST:

Secretary

CITY OF GAUTIER, MISSISSIPPI

By: _____
Mayor

ATTEST:

City Clerk

45517054.v1

BOND PURCHASE AGREEMENT

Regarding the

§ _____
MISSISSIPPI DEVELOPMENT BANK
SPECIAL OBLIGATION BONDS, SERIES 2019
(CITY OF GAUTIER, MISSISSIPPI PUBLIC IMPROVEMENT
GENERAL OBLIGATION BOND PROJECT)

Mississippi Development Bank
735 Riverside Drive, Suite 300
Jackson, Mississippi 39202

Mayor and City Council of the
City of Gautier, Mississippi
3330 US Highway 90
Gautier, Mississippi 39553

Ladies and Gentlemen:

The undersigned, Duncan-Williams, Inc., Memphis, Tennessee (the "Underwriter"), being duly authorized, offers to enter into the following agreement with the Mississippi Development Bank (the "Bank") and the City of Gautier, Mississippi (the "City"), which, upon your acceptance of this offer, will be binding upon the Bank and the City and upon the Underwriter. This offer is made subject to your written acceptance of this Bond Purchase Agreement on or before 5:00 o'clock p.m., Mississippi Time, on _____, 2019, and, if not so accepted, will be subject to withdrawal by the Underwriter upon written notice delivered by the Underwriter to the Bank and the City at the above addresses, at any time prior to the acceptance hereof by you.

1. Purchase.

(a) Upon the terms and conditions and upon the basis of the representations, warranties and agreements set forth herein, the Underwriter hereby agrees to purchase from the Bank for offering to the public, and the Bank hereby agrees to sell and deliver to the Underwriter for such purpose, an aggregate of \$_____ principal amount of the Bank's Special Obligation Bonds, Series 2019 (City of Gautier, Mississippi Public Improvement General Obligation Bond Project) (the "Bonds"), dated the date of delivery thereof, and having maturities and bearing interest at the rates per annum as set forth in Exhibit A hereto, and payable as described in the resolution concerning the Bonds adopted on February ____, 2019, by the Board of Directors of the Bank (the "Bank Resolution"), an Indenture of Trust under which the Bonds will be issued and by which they will be secured, dated as of _____ 1, 2019 (the "Indenture"), by and between the Bank and _____, _____, Mississippi, as trustee (the "Trustee"), and otherwise having such terms as are described in the Preliminary Official Statement (as

hereinafter defined). The purchase price for the Bonds shall be \$_____, being comprised of the principal amount of the Bonds of \$_____, plus A net original issue premium of \$_____, and less an Underwriter's discount of \$_____, which purchase price, subject to the terms and conditions of this Bond Purchase Agreement, will be paid to the Trustee on behalf of the Bank on the date of the payment for and delivery of the Bonds (herein called the "Closing"). The Bonds will be subject to optional redemption prior to maturity as set forth in Exhibit A hereto.

(b) It is intended that interest on the Bonds will be excluded from gross income for federal income tax purposes under existing statutes, regulations, rulings and court decisions and as set forth in the Preliminary Official Statement, and in reliance thereon, the Underwriter may offer the Bonds without registration under the Securities Act of 1933, as amended.

(c) All capitalized terms used and not defined herein shall have the meanings ascribed to them in the Indenture and the Preliminary Official Statement.

(d) The principal of, premium, if any, and interest on the Bonds shall be payable solely and only from those revenues and funds of the Bank under the Indenture, including the \$_____ City of Gautier, Mississippi Public Improvement General Obligation Bond, Series 2019 (the "City Bond") and payments derived therefrom, as more particularly described in the Preliminary Official Statement. The City Bond has been sold to the Bank by the City pursuant to a resolution of the City adopted by the Mayor and City Council of the City (the "Governing Body") on January 15, 2019, authorizing the sale and issuance of the City Bond and approving the sale and issuance of the Bonds (the "City Bond Resolution" and collectively with the Bank Resolution, the "Bond Resolutions"), and a City Bond Purchase Agreement between the City and the Bank (the "City Bond Purchase Agreement"). The City Bond is a general obligation of the City and represents a pledge of the full faith, credit and taxing power thereof.

2. Preliminary Official Statement and Official Statement. A Preliminary Official Statement of the Bank, dated _____, 2019 (the "Preliminary Official Statement"), has been distributed in connection with the Bonds, and an Official Statement of the Bank, to be dated _____, 2019, will be delivered as hereinafter set forth in this Paragraph 2. The final Official Statement as it may be amended or supplemented, with the written consent of the Bank and the Underwriter, is hereinafter called the "Official Statement."

The Bank and the City hereby authorize the use of the Preliminary Official Statement, the Official Statement and the information therein contained by the Underwriter in connection with the public offering and the sale of the Bonds. As required by Rule 15c2-12 promulgated by the Securities and Exchange Commission under Section 15 of the Securities Exchange Act of 1934, as amended ("Rule 15c2-12"), the Underwriter shall deliver the Official Statement to the Municipal Securities Rulemaking Board (the "MSRB"). The Bank and the City hereby approve of and ratify the use by the Underwriter on or before the date hereof of the Preliminary Official Statement in connection with the prospective offering of the Bonds prior to the date hereof. The Bank and the City have duly authorized, approved and delivered the Preliminary Official Statement to the Underwriter; the Bank and the City have previously deemed the Preliminary

Official Statement final, except for the omission of the following information: offering, prices, interest rates, selling compensation, aggregate principal amount of the Bonds, principal amount per maturity, delivery date, ratings and other terms of the Bonds depending on such matters permitted to be omitted in accordance with Paragraph (b)(1) of Rule 15c2-12; and the Bank has duly authorized, approved and will execute the Official Statement on or prior to the Closing and shall deliver the same in final printed form subject to the provisions of Paragraph 9 hereof to permit the Underwriter to comply with Paragraph 9(b)(4) of Rule 15c2-12 and the rules of the MSRB, within seven (7) business days from the date hereof. The Bank and the City have delivered a "deemed final" certificate to the Underwriter, dated the date hereof, to evidence compliance with Rule 15c2-12 to the date hereof (the "Deemed Final Certificate"), in substantially the form attached hereto as Exhibit B.

3. Establishment of Issue Price.

(a) The Underwriter agrees to assist the Bank in establishing the issue price of the Bonds and shall execute and deliver to the Bank at the Closing an "issue price" or similar certificate, together with the supporting pricing wires or equivalent communications, substantially in the form acceptable to Butler Snow LLP, Ridgeland, Mississippi ("Bond Counsel"), with such modifications as may be appropriate or necessary, in the reasonable judgment of the Underwriter and the Bank, to accurately reflect, as applicable, the sales price or prices or the initial offering price or prices to the public of the Bonds. All actions to be taken by the Bank under this Paragraph 3 to establish the issue price of the Bonds may be taken on behalf of the Bank by Government Consultants, Inc., its independent registered municipal advisor (the "Municipal Advisor") and any notice or report to be provided to the Bank may be provided to the Municipal Advisor.

(b) Except as otherwise set forth in Exhibit C hereto, the Bank will treat the first price at which 10% of each maturity of the Bonds (the "10% test") is sold to the public as the issue price of that maturity (if different interest rates apply within a maturity, each separate CUSIP number within that maturity will be subject to the 10% test). At or promptly after the execution of this Bond Purchase Agreement, the Underwriter shall report to the Bank the price or prices at which it has sold to the public each maturity of Bonds. If at that time the 10% test has not been satisfied as to any maturity of the Bonds, the Underwriter agrees to promptly report to the Bank the prices at which it sells the unsold Bonds of that maturity to the public. That reporting obligation shall continue, whether or not the Closing has occurred, until the 10% test has been satisfied as to the Bonds of that maturity or until all Bonds of that maturity have been sold to the public.

(c) The Underwriter confirms that it has offered the Bonds to the public on or before the date of this Bond Purchase Agreement at the offering price or prices (the "initial offering price"), or at the corresponding yield or yields, set forth in Exhibit A hereto, except as otherwise set forth therein. Exhibit A also sets forth, as of the date of this Bond Purchase Agreement, the maturities, if any, of the Bonds for which the 10% test has not been satisfied and for which the Bank and the Underwriter agree that the restrictions set forth in the next sentence shall apply, which will allow the Bank to treat the initial offering price to the public of each such maturity as of the sale date as the issue price of that maturity (the "hold-the-offering-price rule"). So long as the hold-the-offering-price rule remains applicable to any maturity of the Bonds, the Underwriter

will neither offer nor sell unsold Bonds of that maturity to any person at a price that is higher than the initial offering price to the public during the period starting on the sale date and ending on the earlier of the following:

- (i) the close of the fifth (5th) business day after the sale date; or
- (ii) the date on which the Underwriter has sold at least 10% of that maturity of the Bonds to the public at a price that is no higher than the initial offering price to the public.

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

(d) The Underwriter confirms that any selling group agreement and any retail distribution agreement relating to the initial sale of the Bonds to the public, together with the related pricing wires, contains or will contain language obligating each dealer who is a member of the selling group and each broker-dealer that is a party to such retail distribution agreement, as applicable, to (A) report the prices at which it sells to the public the unsold Bonds of each maturity allotted to it until it is notified by the Underwriter that either the 10% test has been satisfied as to the Bonds of that maturity or all Bonds of that maturity have been sold to the public and (B) comply with the hold-the-offering-price rule, if applicable, in each case if and for so long as directed by the Underwriter. The Bank acknowledges that, in making the representation set forth in this subsection, the Underwriter will rely on (i) in the event a selling group has been created in connection with the initial sale of the Bonds to the public, the agreement of each dealer who is a member of the selling group to comply with the hold-the-offering-price rule, if applicable, as set forth in a selling group agreement and the related pricing wires, and (ii) in the event that a retail distribution agreement was employed in connection with the initial sale of the Bonds to the public, the agreement of each broker-dealer that is a party to such agreement to comply with the hold-the-offering-price rule, if applicable, as set forth in the retail distribution agreement and the related pricing wires. The Bank further acknowledges that the Underwriter shall not be liable for the failure of any dealer who is a member of a selling group, or of any broker-dealer that is a party to a retail distribution agreement, to comply with its corresponding agreement regarding the hold-the-offering-price rule as applicable to the Bonds.

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

- (i) "public" means any person other than an Underwriter or a related party,
- (ii) a purchaser of any of the Bonds is a "related party" to an Underwriter if the Underwriter and the purchaser are subject, directly or indirectly, to (i) at least 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (ii) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (iii) more

than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other), and

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

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

(f) It will be a condition of the Bank's obligation to sell and deliver the Bonds to the Underwriter, and the obligation of the Underwriter to purchase and accept delivery of the Bonds, that the entire aggregate principal amount of the Bonds must be sold and delivered by the Bank and accepted and paid for by the Underwriter on the date of the Closing.

4. Representations and Warranties of the Bank. The Bank represents and warrants to, and agrees with the Underwriter that:

(a) The Bank is a public body corporate and politic of the State of Mississippi (the "State"). The Board of Directors of the Bank (the "Board") is duly organized and existing under the Constitution and laws of the State with the powers and authority, among others, set forth in Sections 31-25-1 *et seq.*, Mississippi Code of 1972, as amended and supplemented from time to time (the "Bank Act"), and is authorized to issue the Bonds and otherwise to act on behalf of the Bank in connection with the sale and issuance of the Bonds.

(b) The Board, on behalf of the Bank, has full legal right, power and authority to enter into or accept this Bond Purchase Agreement, the City Bond Purchase Agreement, and the Indenture, to adopt the Bank Resolution, to accept and assign the City Bond and to sell, issue and deliver the Bonds to the Underwriter as provided herein and to carry out and consummate all other transactions contemplated by this Bond Purchase Agreement, the Bonds, the City Bond Purchase Agreement, the Indenture, the Bank Resolution and the Official Statement.

(c) By official action of the Board prior to or concurrently with the acceptance hereof, the Board has duly adopted the Bank Resolution, has duly authorized and approved the execution and delivery of or acceptance of, and the performance by the Bank of the obligations of the Bank contained in the Bank Resolution, the Indenture, the City Bond Purchase Agreement, the Bonds, and this Bond Purchase Agreement and the

consummation by it of all other transactions contemplated by the Official Statement and this Bond Purchase Agreement.

(d) Neither the Bank nor the Board is in breach of or default under any applicable law or administrative regulation of the State or the United States of America or any applicable judgment or decree or any agreement or other instrument to which either the Bank or the Board is a party or is otherwise subject, which breach or default would in any way materially adversely affect the official existence or powers of the Bank or the Board, the Bank Resolution, the Indenture, the City Bond Purchase Agreement or the issuance of the Bonds, and no event has occurred and is continuing, which with the passage of time or the giving of notice, or both, would constitute such a breach of or default under any such instrument; and the execution and delivery of or acceptance of this Bond Purchase Agreement, the Indenture, the City Bond Purchase Agreement, and the Bonds and the adoption of the Bank Resolution and compliance with the provisions of each thereof will not conflict with or constitute a breach of or default under any law, administrative regulation, judgment, decree, agreement or other instrument to which either the Bank or the Board is a party or is otherwise subject.

(e) At the time of the Bank's acceptance hereof, the Preliminary Official Statement as it pertains to the Bank does not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

(f) No summons or complaint or any other notice or document has been served upon or delivered to the Bank or the Board or any of their officers or employees relating to any litigation, and there is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, public board or body, pending or, to the best knowledge of the Bank or the Board, threatened against the Bank or the Board, affecting the existence of the Bank or the Board, the titles of their officers to their respective offices or seeking to prohibit, restrain or enjoin the sale, issuance or delivery of the Bonds or in any way contesting or affecting the validity or enforceability of the Bonds or the tax exempt status of the Bonds, the Bank Resolution, the Indenture, the City Bond Purchase Agreement, the acceptance and assignment of the City Bond or this Bond Purchase Agreement or contesting in any way the completeness or accuracy of the Preliminary Official Statement, or contesting the powers of the Bank or the Board or any authority for the issuance of the Bonds, the adoption of the Bank Resolution, the acceptance and assignment of the City Bond or the execution or acceptance of this Bond Purchase Agreement, the Indenture, the City Bond Purchase Agreement or the Bank's performance thereunder, nor is there any controversy or litigation pending or, to the best knowledge of the Bank or the Board, threatened, nor, to the best of the knowledge of the Bank and the Board, is there any basis therefore, wherein an unfavorable decision, ruling or finding would materially adversely affect the tax exempt status of the interest on the Bonds or the validity or enforceability of the Bonds, the Bank Resolution, the Indenture, the City Bond Purchase Agreement, the City Bond or this Bond Purchase Agreement.

(g) Except as otherwise provided herein, (i) the Bank Resolution, the Indenture, the City Bond Purchase Agreement and the Bonds conform to the description thereof contained in the Preliminary Official Statement, and (ii) the Bonds and the Indenture will constitute valid, legally binding and enforceable obligations of the Bank.

(h) The proceeds from the sale of the Bonds will be used or applied as is provided in the Bond Resolutions, the Indenture and the Preliminary Official Statement.

5. Representations and Warranties of the City. The City represents and warrants to, and agrees with the Underwriter that:

(a) The City is a public body corporate and a political subdivision of the State and a "local governmental unit" within the meaning of the Bank Act. The Governing Body is duly organized and existing under the Constitution and laws of the State and is authorized, pursuant to the provisions of Sections 21-33-301 *et seq.*, Mississippi Code of 1972, as amended and supplemented from time to time (the "City Act" and together with the Bank Act, the "Act"), to issue the City Bond under the terms and provisions of the City Bond Resolution, under which the City's obligations on the City Bond arise, and otherwise to act on behalf of the City in connection with the execution of the City Bond Purchase Agreement and the execution and delivery of the City Bond.

(b) The Governing Body, on behalf of the City, has full legal right, power and authority to enter into or accept this Bond Purchase Agreement, the Continuing Disclosure Agreement of the City (the "Continuing Disclosure Agreement") and the City Bond Purchase Agreement, to execute, issue and deliver the City Bond to the Bank as provided in the City Bond Resolution and the City Bond Purchase Agreement and to carry out and consummate all other transactions contemplated by this Bond Purchase Agreement, the City Bond Purchase Agreement, the City Bond, the City Bond Resolution, the Continuing Disclosure Agreement and the Official Statement.

(c) By official action of the Governing Body prior to or concurrently with the acceptance hereof, the Governing Body has duly adopted the City Bond Resolution and has duly approved the execution and delivery by the Mayor of the City (the "Mayor") and/or the City Clerk (the "Clerk") of this Bond Purchase Agreement, the City Bond Purchase Agreement, the Continuing Disclosure Agreement and the City Bond, has duly authorized and approved the execution and delivery of or acceptance of, and the performance by the City of the obligations of the City contained in, the City Bond, the City Bond Purchase Agreement, the Continuing Disclosure Agreement and this Bond Purchase Agreement and the consummation by it of all other transactions contemplated by the Preliminary Official Statement and this Bond Purchase Agreement.

(d) Neither the City nor the Governing Body is in breach of or default under any applicable law or administrative regulation of the State or the United States of America or any applicable judgment or decree or any agreement or other instrument to which either the City or the Governing Body is a party or is otherwise subject, which breach or default would in any way materially adversely affect the official existence or powers of the City or the Governing Body, the City Bond Resolution or the issuance of

the City Bond and no event has occurred and is continuing which with the passage of time or the giving of notice, or both, would constitute such a breach of or default under any such instrument; and the execution and delivery of or acceptance of this Bond Purchase Agreement, the City Bond, the Continuing Disclosure Agreement, the adoption of the City Bond Resolution, the execution and delivery of the City Bond Purchase Agreement and compliance with the provisions of each thereof will not conflict with or constitute a breach of or default under any law, administrative regulation, judgment, decree, agreement or other instrument to which either the City or the Governing Body is a party or is otherwise subject.

(e) The Preliminary Official Statement does not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein in connection with the City, the City Bond Resolution, the City Bond Purchase Agreement, the Continuing Disclosure Agreement and the City Bond, in the light of the circumstances under which they were made, not misleading, and as of the Closing, the Official Statement will not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein in connection with the City, the City Bond Resolution, the City Bond Purchase Agreement, the Continuing Disclosure Agreement and the City Bond, in the light of the circumstances under which they were made, not misleading.

(f) Between the date of this Bond Purchase Agreement and the Closing, neither the City nor the Governing Body on behalf of the City, will, without the prior written consent of the Underwriter, which consent will not be unreasonably withheld, issue any bonds, notes or other obligations for borrowed money.

(g) No summons or complaint or any other notice or document has been served upon or delivered to the City or the Governing Body or any of their officers or employees relating to any litigation, and there is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, public board or body, pending or, to the best knowledge of the City or the Governing Body, threatened against the City or the Governing Body, affecting the existence of the City or the Governing Body, the titles of their officers to their respective offices or seeking to prohibit, restrain or enjoin the issuance or delivery of the City Bond, or in any way contesting or affecting the validity or enforceability of the City Bond Resolution, the City Bond Purchase Agreement, the Continuing Disclosure Agreement and the City Bond, the tax exempt status of the interest on the Bonds, or this Bond Purchase Agreement or contesting in any way the completeness or accuracy of the Preliminary Official Statement, or contesting the powers of the City or the Governing Body or any authority for the issuance of the City Bond, the adoption of the City Bond Resolution, the City Bond Purchase Agreement, the Continuing Disclosure Agreement and this Bond Purchase Agreement, or the City's performance thereunder, nor is there any controversy or litigation pending, or to the best knowledge of the City or the Governing Body, threatened, nor, to the best of the knowledge of the City and the Governing Body, is there any basis therefore, wherein an unfavorable decision, ruling or finding would materially adversely affect the tax exempt status of the Bonds, the validity or enforceability of the City Bond, the City Bond

Resolution, the City Bond Purchase Agreement, the Continuing Disclosure Agreement or this Bond Purchase Agreement.

(h) The proceeds from the sale of the City Bond to the Bank by the City as evidenced by the City Bond Purchase Agreement and the City Bond will be used or applied as provided in the City Bond Resolution, the City Bond Purchase Agreement and the Preliminary Official Statement.

(i) The City will undertake, pursuant to the Continuing Disclosure Agreement, to provide financial information and notices of certain events in connection with the Bonds. A description of this undertaking is set forth in the Preliminary Official Statement.

(j) Except as otherwise provided herein, (i) the City Bond Resolution, the City Bond Purchase Agreement, the Continuing Disclosure Agreement and the City Bond conform to the descriptions thereof contained in the Preliminary Official Statement, (ii) the City Bond, when issued and delivered in accordance with the City Bond Resolution and the City Bond Purchase Agreement, will be a validly issued and outstanding general obligation of the City secured by a pledge of its full faith, credit and taxing power, all as more fully described in the Preliminary Official Statement and as to be more fully described in the Official Statement, and (iii) the City Bond Purchase Agreement, this Bond Purchase Agreement, the Continuing Disclosure Agreement and the City Bond will constitute valid, legally binding and enforceable obligation of the City.

6. Further Representations and Warranties of the Bank. The Bank further represents and warrants to, and agrees with the Underwriter that:

(a) The Bank will furnish such information, execute such instruments and take such other reasonable action in cooperation with the Underwriter as the Underwriter may reasonably request to qualify the Bonds for offer and sale under the Blue Sky or other securities laws or regulations of such states and other jurisdictions of the United States of America as the Underwriter may designate; provided, however, that the Bank shall not be required to consent to service of process in any state or place where such is not provided by the laws of such state.

(b) No consent, approval, authorization or order of or filing, registration or declaration with any court or government agency or body is required for the sale, issuance or delivery of the Bonds or the consummation of the other transactions effected or contemplated herein or thereby, except such as may be required under the Blue Sky or other securities laws or regulations of any jurisdiction in connection with the offer and sale of the Bonds by the Underwriter, or if any such consent, approval or authorization is required, the Bank will obtain it prior to the date of the Closing and will provide reasonable evidence to the Underwriter that the same has been obtained.

(c) Except as otherwise provided herein, (i) the Bank Resolution, the Indenture, the City Bond Purchase Agreement, the City Bond and the Bonds conform to

the descriptions thereof contained in the Preliminary Official Statement, (ii) the Bonds, when validly issued, authenticated and delivered in accordance with the Bank Resolution and the Indenture and sold to the Underwriter as provided herein, will be validly issued and outstanding limited obligations of the Bank entitled to the benefits and security of the Bank Resolution and the Indenture, all as more fully described in the Preliminary Official Statement and as to be more fully described in the Official Statement, and will constitute valid, legally binding and enforceable limited obligations of the Bank, and (iii) the Bank Resolution and the Indenture will constitute valid, legally binding and enforceable obligations of the Bank.

(d) In order for the Underwriter to comply with Rule 15c2-12, the Bank:

(i) Represents and warrants that, if, after the date of this Bond Purchase Agreement and until twenty-five (25) days after the "end of the underwriting period", as such term is defined in Rule 15c2-12, any event shall occur, and be known to the Bank, as a result of which it is necessary to amend or supplement the Official Statement in order to make the statements therein, in light of the circumstances when the Official Statement is delivered to a purchaser, not misleading, or if it is necessary to amend or supplement the Official Statement to comply with law, it will notify the Underwriter (and for the purposes of this paragraph (i) of this subsection (d) to provide the Underwriter with such information as it may from time to time reasonably request), and it will forthwith prepare and furnish, at the expense of the City (in a form and manner reasonably acceptable to the Underwriter), a reasonable number of copies of either amendments or supplements to the Official Statement so that the statements in the Official Statement as so amended and supplemented will not, in light of the circumstances when the Official Statement is delivered to a purchaser, be misleading or so that the Official Statement will comply with all applicable laws and regulations;

(ii) Represents and warrants that, at the time of the Bank's acceptance hereof, and unless an event of the nature described in paragraph (i) of this subsection (d) occurs, at all times subsequent thereto during the period up to and including twenty-five (25) days subsequent to the end of the underwriting period, the Official Statement does not and will not contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein not misleading; and

(iii) Represents and warrants that, if the Official Statement is supplemented or amended pursuant to paragraph (i) of this subsection (d), at the time of each supplement or amendment thereto and (unless an event of the nature described in paragraph (i) of this subsection (d) subsequently occurs) at all times subsequent thereto during the period up to and including twenty-five (25) days subsequent to the end of the underwriting period, the Official Statement as so supplemented or amended will not contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein not misleading; and

(iv) Unless otherwise notified in writing by the Underwriter by the date of Closing, the Bank can assume that the "end of the underwriting period" for purposes of

Rule 15c2-12 is the Closing. In the event such notice is so given in writing by the Underwriter, the Underwriter agrees to notify the Bank in writing following the occurrence of the "end of the underwriting period" as defined in Rule 15c2-12. The "end of the underwriting period" as used in this Bond Purchase Agreement shall mean the date of Closing or such later date as to which notice is given by the Underwriter in accordance with the preceding sentence.

7. Closing. The Bank will deliver the Bonds by delivery thereof to Cede & Co., as nominee of The Depository Trust Company ("DTC") as directed by the Underwriter against payment of the purchase price therefore by wire transfer of immediately available funds to the Trustee at or prior to 10:00 o'clock a.m., Mississippi Time, on _____, 2019, or such other place, time or date as shall be mutually agreed upon by the Bank and the Underwriter. The Bonds will be delivered in fully registered form in such denominations and registered to such persons as the Underwriter shall request at least three (3) days prior to the date of the Closing. The Bonds may be in printed, engraved, typewritten or photocopied form and each such form shall constitute "definitive form." The legal documents required by this Bond Purchase Agreement and the Official Statement shall be delivered to the parties hereto at the offices of Bond Counsel on such date or such other date corresponding with the payment for and delivery of the Bonds, and contemporaneously with such payment and delivery.

8. Closing Conditions. The Underwriter has entered into this Bond Purchase Agreement in reliance upon the representations, warranties and agreements of the Bank and the City contained herein and to be contained in the documents and instruments to be delivered at the Closing and upon the performance by the Bank and the City of their obligations hereunder, both as of the date hereof and as of the date of Closing. Accordingly, the Underwriter's obligations under this Bond Purchase Agreement to purchase and pay for the Bonds shall be subject to the performance by the Bank and the City of their obligations to be performed hereunder and under such documents and instruments at or prior to the Closing, and shall also be subject to the following conditions:

(a) The representations and warranties of the Bank and the City contained herein shall be true, complete and correct as of the date hereof, and on and as of the date of Closing with the same effect as if made on the date of Closing.

(b) At the time of the Closing, the Indenture and the Bond Resolutions shall be in full force and effect, and shall not have been amended, modified or supplemented, and the Official Statement shall not have been amended, modified or supplemented, except as may have been agreed to by the Underwriter.

(c) At the time of Closing, all official action of the Bank and the City relating to this Bond Purchase Agreement, the Indenture, the Bonds, the Bond Resolutions, the City Bond Purchase Agreement and the City Bond shall be in full force and effect and shall not have been amended, modified or supplemented, except as may have been agreed to by the Underwriter.

(d) The Bank and the City shall not have, subsequent to the date hereof and prior to Closing, failed to pay principal or interest when due on any of their obligations

for money borrowed wherein such failure, if any, would have a material adverse impact on their ability to perform in accordance with this Bond Purchase Agreement, the Indenture, the Bonds, the Bond Resolutions or the City Bond except as set forth in the Official Statement.

(e) The Underwriter shall have the right to terminate its obligations under this Bond Purchase Agreement to purchase and pay for the Bonds by notifying the Bank and the City of its election to do so if, after the execution hereof and prior to the Closing: (i) legislation shall have been introduced in or enacted by the Congress of the United States of America or enacted by the State, or legislation pending in the Congress of the United States of America shall have been amended, or a decision shall have been rendered by a court of the United States of America or the State, including the Tax Court of the United States of America or a ruling shall have been made or a regulation shall have been proposed or made or a press release or other form of notice shall have been issued by the Treasury Department of the United States of America or the Internal Revenue Service or other federal or State authority, with respect to federal or State taxation upon revenues or other income of the general character to be derived by the State or by a similar body, or upon interest on the Bonds or the City Bond or obligations of the general character of the Bonds or the City Bond which may have the purpose or effect, directly or indirectly, of affecting the tax status of the Bank and the City, the Bank's property or income, its securities (including the Bonds) or the interest thereon, or any tax exemption granted or authorized by the Act, in the sole reasonable opinion of the Underwriter, affects materially and adversely the market for the Bonds, or the market price generally of obligations of the general character of the Bonds or the City Bond; (ii) the outbreak or escalation of hostilities involving the United States of America or the declaration by the United States of America of a national emergency or war, if the effect of any such event specified in this clause (iii) in the reasonable judgment of the Underwriter makes it impracticable or inadvisable to proceed with the public offering or the delivery of the Bonds on the terms and in the manner contemplated by the Official Statement; (iv) there shall have occurred a general suspension of trading on the New York Stock Exchange or the declaration of a general banking moratorium by the United States of America, New York State or State authorities; (v) there shall have been issued a stop order, ruling, or regulation affecting the validity or tax exempt status of the Bonds or the City Bond by the Securities and Exchange Commission; (vi) an event described in subsection (d) of Paragraph 6 hereof occurs which, in the reasonable opinion of the Underwriter, requires or has required the preparation and distribution of a supplement or amendment to the Official Statement and which in the reasonable opinion of the Underwriter affects materially and adversely the market for the Bonds; or (vii) there shall have occurred or any notice shall have been given of any intended downgrading, suspension, withdrawal or negative change in credit watch status by any national rating service to any of the City's obligations.

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

(i) The Official Statement, together with any supplements or amendments to the Official Statement in the event that the Official Statement has been supplemented or amended, executed on behalf of the Bank by the Executive Director of the Bank;

(ii) A copy of the Bank Resolution certified as of the date of the Closing by the Secretary or the Assistant Secretary of the Bank as having been duly adopted by the Board and as being in effect, with such amendments, modifications and supplements as may have been agreed to by the Underwriter;

(iii) A copy of the City Bond Resolution certified as of the date of the Closing by the Clerk as having been duly adopted by the Governing Body and as being in effect, with such amendments, modifications and supplements as may have been agreed to by the Underwriter;

(iv) Executed copies of the Indenture, the City Bond Purchase Agreement, the Continuing Disclosure Agreement and the City Bond, with such amendments, modifications and supplements as may have been agreed to by the Underwriter;

(v) The unqualified opinion, dated the date of the Closing, of Bond Counsel in substantially the form attached to the Preliminary Official Statement and incorporated herein by this reference thereto, and a letter from such Bond Counsel, dated the date of the Closing and addressed to the Underwriter, to the effect that such opinion may be relied upon by the Underwriter to the same extent as if such opinion were addressed to the Underwriter;

(vi) An opinion, dated the date of the Closing and addressed to the Underwriter, of Counsel to the Bank (the "Bank's Counsel"), to the effect that (A) the Bank and the Board are duly organized and existing under the laws of the State, including the Bank Act; (B) the Bank Resolution has been duly adopted by the Board on behalf of the Bank which has full power and authority to perform its obligations thereunder; (C) this Bond Purchase Agreement, the Bonds, the City Bond Purchase Agreement and the Indenture have been duly authorized, executed and delivered, or accepted, by the Board on behalf of the Bank; (D) the Bank Resolution, the Bonds, the City Bond Purchase Agreement and the Indenture constitute, assuming the valid authorization, execution and delivery by the other parties thereto, legal and binding obligations of the Bank, enforceable in accordance with their respective terms, subject to (1) applicable bankruptcy, insolvency or other similar laws of the State or federal government affecting the enforcement of creditors' rights generally, and (2) the fact that specific performance and other equitable remedies are granted only in the discretion of a court; (E) neither the execution, delivery or performance by the Bank of this Bond Purchase Agreement, the Bonds, the City Bond Purchase Agreement or the Indenture conflicts with or results in a breach of the terms or provisions of the Constitution of the State or any State law including the Act; (F) all consents, approvals and other action required by any governmental authority or agency in connection with the execution, delivery and performance, or acceptance of, by the Bank of this Bond Purchase Agreement, the Bonds, the City Bond Purchase Agreement and the Indenture have been obtained or accomplished; (G) the Board on behalf of the Bank has duly approved the form of and

authorized the use by the Underwriter of the Preliminary Official Statement and the Official Statement in connection with the offering and sale of the Bonds by the Underwriter; (H) the Bonds, the Indenture, the City Bond Purchase Agreement and the Bank Resolution conform as to form and tenor with the terms and provisions thereof as summarized and set out in the Official Statement; and (I) without having undertaken to determine independently the accuracy or completeness of the statements contained in the Official Statement, such counsel has no reason to believe that, as of the date of the Closing, the Official Statement (except for financial statements and other financial and statistical data and "TAX MATTERS" or Appendices A and B, included therein, as to which no view need be expressed) contains any untrue statement of a material fact or omits to state any material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, or that the Official Statement, as the same may have been amended or supplemented to the date of the Closing pursuant to subsection (d) of Paragraph 6 hereof (except as aforesaid), as of the date of the Closing contains any untrue statement of a material fact or omits to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading;

(vii) An opinion, dated the date of the Closing and addressed to the Underwriter of Bordis & Danos, PLLC, Ocean Springs, Mississippi, Counsel to the City (the "City's Counsel"), to the effect that (A) the City and the Governing Body are duly organized and existing under the laws of the State; (B) the City Bond Resolution has been duly adopted by the Governing Body on behalf of the City which has full power and authority to perform its obligations thereunder; (C) this Bond Purchase Agreement, the City Bond Purchase Agreement, the Continuing Disclosure Agreement and the City Bond have been duly authorized, executed and delivered, or approved, by the Governing Body on behalf of the City; (D) the City Bond Purchase Agreement, the City Bond, the Continuing Disclosure Agreement and the City Bond Resolution constitute, assuming the valid authorization, execution and delivery by the other parties thereto, if any, legal and binding obligations of the City, enforceable in accordance with their respective terms, subject to (1) applicable bankruptcy, insolvency or other similar laws of the State or federal government affecting the enforcement of creditors' rights generally, and (2) the fact that specific performance and other equitable remedies are granted only in the discretion of a court; (E) neither the execution, delivery nor performance by the City of this Bond Purchase Agreement, the City Bond Purchase Agreement, the City Bond, the Continuing Disclosure Agreement or the City Bond Resolution conflicts with or results in a breach of the terms or provisions of the Constitution of the State or any State law; (F) all consents, approvals and other action required by any governmental authority or agency in connection with the execution, delivery and performance by the City of this Bond Purchase Agreement, the City Bond Purchase Agreement, the Continuing Disclosure Agreement and the City Bond have been obtained or accomplished; (G) the City Bond Purchase Agreement, the City Bond, the Continuing Disclosure Agreement and the City Bond Resolution conform as to form and tenor with the terms and provisions thereof as summarized and set out in the Official Statement; and (H) without having undertaken to determine independently the accuracy or completeness of the statements contained in the Official Statement, he has no reason to believe that, as of the date of the

Closing, the Official Statement contains any untrue statement of a material fact or omits to state any material fact required to be stated therein or necessary to make the statements therein in connection with the City, the City Bond Resolution, the City Bond Purchase Agreement, the Continuing Disclosure Agreement and the City Bond, in the light of the circumstances under which they were made, not misleading, or that the Official Statement, as the same may have been amended or supplemented to the date of the Closing pursuant to subsection (d) of Paragraph 6 hereof (except as aforesaid), as of the date of the Closing contains any untrue statement of a material fact or omits to state a material fact required to be stated therein or necessary to make the statements therein in connection with the City, the City Bond Resolution, the City Bond Purchase Agreement, the Continuing Disclosure Agreement and the City Bond, in the light of the circumstances under which they were made, not misleading;

(viii) The opinion, dated the date of the Closing and addressed to the Underwriter of Bond Counsel to the effect that (A) the Bonds constitute exempt securities within the meaning of Section 3(a)(2) of the Securities Act of 1933, as amended, and it is not necessary, in connection with the public offering and sale of the Bonds, to register the Bonds under said Securities Act or to qualify the Indenture under the Trust Indenture Act of 1939; (B) without having undertaken to determine independently the accuracy or completeness of the statements contained in the Official Statement, such counsel has no reason to believe that, as of the date of the Closing, the Official Statement (except for financial statements and other financial and statistical data or Appendices A and B included therein, as to which no view need be expressed) contains any untrue statement of a material fact or omits to state any material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, or that the Official Statement, as the same may have been amended or supplemented to the date of the Closing pursuant to subsection (d) of Paragraph 6 hereof (except as aforesaid), as of the date of the Closing contains any untrue statement of a material fact or omits to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading; and (C) the Continuing Disclosure Agreement satisfies Section (b)(5)(i) of Rule 15c2-12, which requires an undertaking for the benefit of the holders, including beneficial owners, of the Bonds to provide certain annual financial information and event notices to various information repositories at the time and in the manner required by Rule 15c2-12;

(ix) A certificate, dated the date of the Closing and signed by the Executive Director and Secretary of the Bank to the effect that (A) the representations and warranties of the Bank contained herein are true and correct in all material respects on and as of the date of the Closing with the same effect as if made on the date of the Closing; (B) no summons or complaint or any other notice or document has been served upon or delivered to the Bank or any of their officers or employees relating to any litigation, and there is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, public board or body, pending or, to the best of their knowledge, threatened against the Bank or the Board, affecting the existence of the Bank or the Board, or the titles of their officers to their respective offices, or seeking to prohibit, restrain or enjoin the sale, issuance or delivery of the Bonds, or in any way

contesting or affecting the tax exempt status of the interest on the Bonds or the validity or enforceability of the Bonds, the Bank Resolution, the City Bond Purchase Agreement, the Indenture or this Bond Purchase Agreement, or contesting in any way the completeness or accuracy of the Official Statement, or contesting the powers of the Bank, the Board or any authority for the issuance of the Bonds, the adoption of the Bank Resolution or the execution or acceptance of this Bond Purchase Agreement, the City Bond Purchase Agreement and the Indenture, nor is there any controversy or litigation pending or, to the best of their knowledge, threatened, nor to the best of their knowledge is there any basis therefor, wherein any unfavorable decision, ruling or finding would materially adversely affect the tax exempt status of the interest on the Bonds or the validity or enforceability of the Bonds, the Bank Resolution, the City Bond Purchase Agreement, the Indenture or this Bond Purchase Agreement (but in lieu of or in conjunction with such certificate the Underwriter may, in their sole discretion, accept certificates or opinions of the Bank's Counsel, that in its opinion the issues raised in any such pending or threatened litigation are without substance or that the contentions of all plaintiffs therein are without merit); (C) to the best of their knowledge, no event affecting the Bank or Board has occurred since the date of the Official Statement that should be disclosed in the Official Statement, as the same may be supplemented or amended, in order that the Official Statement shall not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading; and (D) the Bank and the Board have complied with all the agreements and satisfied all the conditions on their respective parts to be performed or satisfied at or prior to the Closing;

(x) A certificate, dated the date of the Closing and signed by the Mayor and the Clerk to the effect that (A) the representations and warranties of the City contained herein are true and correct in all material respects on and as of the date of the Closing with the same effect as if made on the date of the Closing; (B) no summons or complaint or any other notice or document has been served upon or delivered to the City or any of their officers or employees relating to any litigation, and there is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, public board or body, pending or, to the best of their knowledge, threatened against the City or the Governing Body, affecting the existence of the City or the Governing Body, or the titles of their officers to their respective offices, or seeking to prohibit, restrain or enjoin the execution or delivery of the City Bond, or in any way contesting or affecting the tax exempt status of the interest on the Bonds or the validity or enforceability of the City Bond, the City Bond Resolution, the City Bond Purchase Agreement, the Continuing Disclosure Agreement or this Bond Purchase Agreement, or contesting in any way the completeness or accuracy of the Official Statement, or contesting the powers of the City, the Governing Body or any authority for the issuance of the City Bond, the adoption of the City Bond Resolution or the execution or approval of this Bond Purchase Agreement, the Continuing Disclosure Agreement and the City Bond Purchase Agreement nor is any controversy or litigation pending or, to the best of their knowledge, threatened, nor to the best of their knowledge is there any basis therefor wherein any unfavorable decision, ruling or finding would materially adversely affect the validity or enforceability of the City Bond, the tax exempt status of the interest on the City Bond, the City Bond

Resolution, the City Bond Purchase Agreement, the Continuing Disclosure Agreement or this Bond Purchase Agreement (but in lieu of or in conjunction with such certificate the Underwriter may, in its sole discretion, accept certificates or opinions of the City's Counsel, that in its opinion the issues raised in any such pending or threatened litigation are without substance or that the contentions of all plaintiffs therein are without merit); (C) to the best of their knowledge, no event affecting the City or Governing Body has occurred since the date of the Official Statement that should be disclosed in the Official Statement, as the same may be supplemented or amended, in order that the Official Statement shall not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading; and (D) the City and the Governing Body have complied with all the agreements and satisfied all the conditions on their respective parts to be performed or satisfied at or prior to the Closing;

(xi) A certificate or agreement, dated the date of Closing, signed by the Executive Director of the Bank, in a form acceptable to Bond Counsel and the Underwriter with respect to the compliance by the Bank with applicable arbitrage and other applicable requirements of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations thereunder (hereinafter called the "Code"), to support the conclusion that the Bonds will not be "arbitrage bonds" under the Code;

(xii) A certificate or agreement, dated the date of Closing, signed by the Mayor, in a form acceptable to Bond Counsel and the Underwriter with respect to the compliance by the City with applicable arbitrage and other applicable requirements of the Code to support the conclusion that the Bonds will not be "arbitrage bonds" under the Code;

(xiii) The unqualified final decree of the Chancery Court of the First Judicial District of Hinds County, Mississippi validating the Bonds, in customary form, and the unqualified final decree of the Chancery Court of Jackson County, Mississippi validating the City Bond, in customary form;

(xiv) A certified copy of a transcript of all proceedings taken by the Bank relating to the authorization and issuance of the Bonds and the execution and delivery of the Indenture, this Bond Purchase Agreement and the City Bond Purchase Agreement;

(xv) A certified copy of a transcript of all proceedings taken by the City and relating to the authorization and issuance of the City Bond and the execution and delivery of this Bond Purchase Agreement, the Continuing Disclosure Agreement and the City Bond Purchase Agreement;

(xvi) The Underwriter shall have received a certificate, dated the date of Closing and signed by an authorized officer of the Trustee, to the effect that (A) such officer is an authorized officer of the Trustee, (B) the Indenture and the Continuing Disclosure Agreement have been duly executed and delivered by the Trustee, (C) the Trustee has all necessary corporate and trust powers required to carry out the trust created by the Indenture, (D) to the best of such officer's knowledge, the acceptance by the Trustee of the duties and obligations of the Trustee under the Indenture and the

Continuing Disclosure Agreement and compliance with the provisions thereof will not conflict with or constitute a breach of or default under any law, administrative regulation, consent decree or any agreement or other instrument to which the Trustee is subject or by which the Trustee is bound, and (E) the Trustee has duly authenticated the Bonds, and the person signing the certificate of authentication on each Bond has been duly authorized to do so;

(xvii) A certificate, dated the date of the Closing, signed by the Executive Director and the Secretary or the Assistant Secretary of the Bank, certifying that on the date of the execution of the certificate (A) they are the duly chosen, qualified and acting officers of the Bank occupying the offices indicated opposite their names, (B) the members of the Governing Body at all times relevant to the sale and issuance of the Bonds are as set forth therein, (C) the Executive Director and the Secretary or the Assistant Secretary of the Bank have executed the Bonds by causing their signatures to be affixed to each Bond, (D) they do thereby recognize the said signatures as their true and lawful signatures, and (E) further certifying that the seal, which is imprinted on each of said Bonds and on such certificate is the official seal of the Bank;

(xviii) A certificate, dated the date of the Closing, signed by the Mayor and the Clerk, certifying that on the date of the execution of the certificate (A) they are the duly chosen, qualified and acting officers of the City occupying the offices indicated opposite their names, (B) the members of the Governing Body at all times relevant to the execution and delivery of the City Bond Purchase Agreement and the City Bond and the issuance thereof, are as set forth therein, (C) the Mayor and the Clerk have executed the City Bond Purchase Agreement, this Bond Purchase Agreement and the City Bond by causing their signatures to be affixed to the City Bond Purchase Agreement, this Bond Purchase Agreement and the City Bond, (D) they do thereby recognize the said signatures as their true and lawful signatures, and (E) further certifying that the seal which is imprinted on the City Bond Purchase Agreement, the City Bond and on such certificate, is the official seal of the City;

(xix) A certificate, dated the date of the Closing, signed by the Executive Director and the Secretary or the Assistant Secretary of the Bank, to the effect that nothing has come to their attention which would lead them to believe that the Official Statement, as of its date and as of the date of the Closing, contains any untrue statement of a material fact or omits to state any material fact which should be included therein for the purpose for which the Official Statement is to be used, or which is necessary to make the statements therein, in light of the circumstances under which they were made, not misleading and in providing such certificate, the Executive Director and the Secretary or the Assistant Secretary of the Bank may state that they have not undertaken to independently verify information outlined or derived from the various publications or other similar sources as presented therein;

(xx) A certificate, dated the date of the Closing, signed by the Mayor and the Clerk, to the effect that nothing has come to their attention that would lead them to believe that the Official Statement, as of its date and as of the date of the Closing, contains any untrue statement of a material fact or omits to state any material fact that

should be included therein for the purpose for which the Official Statement is to be used, or which is necessary to make the statements therein, in light of the circumstances under which they were made, not misleading and in providing such certificate, the Mayor and the Clerk may state that they have not undertaken to independently verify information outlined or derived from the various publications or other similar sources as presented therein;

(xxi) A certificate of _____, _____, Mississippi, as paying agent for the City Bond, in form and substance acceptable to the Underwriter and Bond Counsel;

(xxii) A copy of the Letter of Representation to DTC from the Bank;

(xxiii) Evidence satisfactory to the Underwriter of the filing of any financing statement necessary to perfect (to the extent perfection can be obtained by filing) a security interest in favor of the Trustee in the Trust Estate (as defined in the Indenture);

(xxiv) To the extent not otherwise included herein, a copy of each of the documents described in Section 2.04 of the Indenture; and

(xxv) Such additional legal opinions, certificates, instruments and other documents as the Underwriter may reasonably request to evidence the truth and accuracy, as of the date hereof and as of the date of the Closing, of the representations and warranties contained herein and of the statements and information of the Bank and the City contained in the Official Statement and the due performance or satisfaction by the Bank and the City at or prior to the date of the Closing of all agreements then to be performed and all the conditions then to be satisfied by the Bank and the City.

All the opinions, letters, certificates, instruments and other documents mentioned above or elsewhere in this Bond Purchase Agreement shall be deemed to be in compliance with the provisions hereof but only if they are delivered to the Underwriter in form and substance satisfactory to the Underwriter.

If the Bank and the City, in good faith, shall be unable to satisfy the conditions to the obligations of the Underwriter contained in this Bond Purchase Agreement (unless the Underwriter waives and/or consents to the inability to satisfy such conditions), or if such obligations of the Underwriter shall be terminated for any reason permitted by this Bond Purchase Agreement, this Bond Purchase Agreement shall terminate and neither the Underwriter, nor the Bank and the City shall be under further obligation hereunder.

9. Expenses. Expenses incident to the performance of the obligations of the Bank and the City hereunder including but not limited to: (a) the cost of the preparation of the Indenture, the City Bond Purchase Agreement, the City Bond, the Bond Resolutions, the Preliminary Official Statement and the Official Statement; (b) the cost of the preparation and printing of the definitive Bonds; (c) the fees and disbursements of Bond Counsel and City's Counsel; (d) the fees and disbursements of the Bank's Counsel and experts, the City's Municipal Advisor or consultants retained by the Bank or the City; (e) fees for bond ratings; (f) the cost of preparation and printing of the Preliminary Official Statement and the Official Statement in

sufficient quantity (but not to exceed 150 copies) to permit the Underwriter to comply with the requirements of Rule 15c2-12; and (h) the cost of the preparation of this Bond Purchase Agreement, shall be paid from the proceeds of the Bonds. Neither the Bank nor the City shall be required to pay any such costs or to reimburse any party for any such expenses other than from the proceeds of the Bonds. Except as provided in this Paragraph 9, the Underwriter shall pay: (x) all advertising expenses in connection with the public offering of the Bonds; (y) the cost of any copies of the Official Statement in excess of said copy limitations; and (z) all other expenses incurred by it in connection with its public offering and distribution of the Bonds. The City shall pay for expenses (included in the expense component of the spread) incurred on behalf of City's employees which are incidental to implementing this Bond Purchase Agreement, including, but not limited to, meals, transportation, lodging and entertainment of those employees.

10. Indemnification. If and to the extent permitted by State law, the Bank and the City agree to indemnify the Underwriter (or any person who controls the Underwriter within the meaning of the Securities Act of 1933, as amended) and hold the Underwriter harmless against any loss, damage, claim, liability or expense (including reasonable cost of defense) arising out of or based upon any allegation that any of the information contained in the Preliminary Official Statement includes any untrue statement of a material fact or omits to state any material fact necessary in order to make statements therein in the light of the circumstances under which they were made not misleading, and will reimburse the Underwriter for any legal or other expenses reasonably incurred by them in investigating, defending or preparing to defend any such action or claim. The indemnity agreement in this paragraph shall be in addition to any liability that the Bank and/or the City may otherwise have to the Underwriter and shall extend upon the same terms and conditions to the officers, directors, agents or employees of the Underwriter and to each person, if any, who controls the Underwriter within the meaning of the Securities Act of 1933, as amended. Promptly after receipt by the Underwriter of notice of the commencement of any action, the Underwriter shall, if a claim in respect thereof is to be made against the Bank and/or the City under this paragraph, notify the Bank and the City in writing of the commencement thereof, but the omission so to notify the Bank and the City shall not relieve the Bank and/or the City from any liability which it may have to the Underwriter otherwise than under this paragraph. In case any such action shall be brought against the Underwriter and the Underwriter shall notify the Bank and the City of the commencement thereof, the Bank and/or the City shall be entitled to participate therein and, to the extent that one or both wish, to assume the defense thereof, with counsel reasonably satisfactory to such Underwriter and after notice from the Bank and/or the City to the Underwriter of their election so to assume the defense thereof, the Bank and/or the City shall not be liable to the Underwriter under this paragraph for any legal or other expenses subsequently incurred by such Underwriter in connection with the defense thereof other than reasonable out-of-pocket costs of any investigation; provided, however, that if the named parties to any such action (including any impleaded parties) include the Underwriter (or its officers, directors, agents or employees, or any person so controlling the Underwriter), the Bank and/or the City, and the Underwriter (or such officers, directors, agents or employees or any person so controlling the Underwriter) shall have reasonably concluded that there may be one or more legal defenses available to it which are different from or additional to those available to the Bank or the City, the Underwriter (or such officers, directors, agents or employees or such person so controlling the Underwriter) shall have the right to select separate counsel to assume such legal defenses and to otherwise participate in the defense of such action on behalf of the Underwriter (or such officers, directors, agent or employees or such person so

controlling the Underwriter), and in such event the said fees and expenses of the Underwriter in defending such action shall be borne by the Bank and/or the City.

11. Notices. Any notice or other communication to be given to the Bank and the City under this Bond Purchase Agreement may be given by delivering the same in writing at the addresses set forth above and any notice or other communication to be given to the Underwriter under this Bond Purchase Agreement may be given by delivering the same in writing to Duncan-Williams, Inc., 6750 Poplar Avenue, Suite 300, Memphis, Tennessee 38138.

12. Parties in Interest. This Bond Purchase Agreement is made solely for the benefit of the Bank, the City and the Underwriter (including the successors or assigns of the Underwriter), and no other person shall acquire or have any right hereunder or by virtue hereof. All the representations, warranties and agreements of the Bank, the City and the Underwriter contained in this Bond Purchase Agreement shall remain operative and in full force and effect, regardless of (a) any investigation made by or on behalf of the Underwriter, the Bank and the City; (b) delivery of any payment for the Bonds hereunder; and (c) any termination of this Bond Purchase Agreement.

13. Governing Law. This Bond Purchase Agreement shall be governed by, and construed in accordance with, the laws of the State. This Bond Purchase Agreement shall become effective upon the execution of the acceptance hereof by duly authorized officers of the Bank and the City and shall be valid and enforceable as of the time of such acceptance.

14. Counterparts. This Bond Purchase Agreement may be executed in several counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

15. Entire Agreement. This Bond Purchase Agreement, when accepted by the Bank and the City in writing as heretofore specified, shall constitute the entire agreement among the parties hereto with respect to the offer and sale of the Bonds and the transactions related thereto, as set forth herein.

16. Underwriter has No Advisory or Fiduciary Role. The Bank and the City acknowledge and agree that:

(a) The primary role of the Underwriter is to purchase securities, for resale to investors, in an arm's length commercial transaction between the Bank and the Underwriter and that the Underwriter has financial and other interests that differ from those of the Bank and the City;

(b) The Underwriter is not acting as a municipal advisor, financial advisor, or fiduciary to the Bank or the City and has not assumed any advisory or fiduciary responsibility to the Bank or the City with respect to the transaction contemplated by this Bond Purchase Agreement and the discussions, undertakings and procedures leading thereto (irrespective of whether the Underwriter has provided other services or is currently providing other services to the Bank or the City on other matters;

(c) The only obligations the Underwriter has to the Bank and the City with respect to the transaction contemplated hereby are expressly set for in this Bond Purchase Agreement; and

(d) The Bank and the City have consulted their own financial and/or municipal, legal, accounting, tax and other advisors, as applicable, to the extent they deem appropriate. If the Bank would like a municipal advisor in this transaction that has legal fiduciary duties to the Bank, then the Bank is free to engage a municipal advisor to serve in that capacity. The City has employed Government Consultants, Inc. as its municipal advisor.

[The remainder of this page left blank intentionally.]

If you agree with the foregoing, please sign this Bond Purchase Agreement in the space provided below and return one copy so executed to each of the Underwriter, the Bank and the City, whereby this Bond Purchase Agreement shall then become a binding agreement among the Underwriter, the Bank and the City.

Very truly yours,

**DUNCAN-WILLIAMS, INC., as
Underwriter**

By _____

Title _____

ACCEPTED:

This ____ day of _____, 2019.

MISSISSIPPI DEVELOPMENT BANK

By _____
Executive Director

ACCEPTED:

This ____ day of _____, 2019.

CITY OF GAUTIER, MISSISSIPPI

By _____
Mayor

EXHIBIT A

MATURITY SCHEDULE

Date of Maturity (_____ 1)	Principal Amount	Interest Rate	Yield	Price
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REDEMPTION PROVISIONS

Optional Redemption. The Bonds (or any portions thereof in integral multiples of \$5,000 each) which mature on or after _____ 1, 20__ are subject to optional redemption prior to their stated date of maturity in whole or in part, in principal amounts and maturities as selected by the Bank on any date on or after _____ 1, 20__, at par, plus accrued interest to the date of redemption thereof. Under the Indenture, selection of the Bonds to be redeemed within a maturity will be made by lot by the Trustee.

Notice of Redemption. Notice of the call for any optional redemption, identifying the Bonds (or any portions thereof in integral multiples of \$5,000 each) to be redeemed (which may be a conditional notice of redemption), will be given by the Trustee at least 30 days but not more than 45 days prior to the date fixed for redemption by mailing a copy of the redemption notice by registered or certified mail to the registered owner of each Bond to be redeemed at the address shown on the registration records of the Bank. Failure to mail such notice to any particular owner of Bonds, or any defect in the notice mailed to any such owner of Bonds, will not affect the validity of the call for the redemption of any other Bonds.

Redemption Payments. After the redemption date, if proper notice of redemption by mailing has been given and sufficient funds have been deposited with the Trustee, interest will cease to accrue on the Bonds that have been called.

EXHIBIT B

DEEMED FINAL CERTIFICATE

§ _____
**MISSISSIPPI DEVELOPMENT BANK
SPECIAL OBLIGATION BONDS, SERIES 2019
(CITY OF GAUTIER, MISSISSIPPI PUBLIC IMPROVEMENT
GENERAL OBLIGATION BOND PROJECT)**

Rule 15c2-12 Certificate of the Bank and the City

The undersigned hereby certify to Duncan-Williams, Inc. (the "Underwriter"), that they are authorized to execute and deliver this Certificate and further certify on behalf of the Bank and the City:

1. This Certificate is delivered to enable the Underwriter to comply with Securities and Exchange Commission Rule 15c2-12, as amended, under the Securities Exchange Act of 1934 (the "Rule") in connection with the offering and sale of the Bank's \$ _____ Special Obligation Bonds, Series 2019 (City of Gautier, Mississippi Public Improvement General Obligation Bond Project) (the "Bonds").
2. In connection with the offering and sale of the Bonds, there has been prepared a Preliminary Official Statement, dated _____, 2019, setting forth information concerning the Bonds, the Bank and the City and certain other matters (the "Preliminary Official Statement").
3. As used herein, "Permitted Omissions" shall mean the offering price(s), interest rate(s), selling compensation, aggregate principal amount, principal amount per maturity, delivery date, ratings and other terms of the Bonds depending on such matters, all with respect to the Bonds.
4. The information contained in the Preliminary Official Statement is final within the meaning of the Rule as of its date except for the Permitted Omissions.
5. To the best of the knowledge of the Bank and the City, the information contained in the Preliminary Official Statement pertaining to the Bank and the City does not contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements made in the Preliminary Official Statement, in the light of the circumstances under which they were made, not misleading.

If, at any time before the earlier of (1) receipt of notice from the Underwriter that Final Official Statements (as defined in the Rule) with respect to the Bonds are no longer required to be delivered under the Rule or (2) 90 days after the underwriting period of the Bonds by the Underwriter, any event occurs as a result of which the information contained in the Final Official Statement would no longer be true and correct or would no longer be the most recently available information, the Bank or the City shall promptly notify the Underwriter of such event or shall

update such information so that it is the most recent available and provide such updated information to the Underwriter.

IN WITNESS WHEREOF, we have hereunto set our hands to be effective this _____ day of _____, 2019.

MISSISSIPPI DEVELOPMENT BANK

By _____
Executive Director

CITY OF GAUTIER, MISSISSIPPI

By _____
Mayor

EXHIBIT C

\$ _____
**MISSISSIPPI DEVELOPMENT BANK
SPECIAL OBLIGATION BONDS, SERIES 2019
(CITY OF GAUTIER, MISSISSIPPI PUBLIC IMPROVEMENT
GENERAL OBLIGATION BOND PROJECT)**

ISSUE PRICE CERTIFICATE

The undersigned, on behalf of Duncan-Williams, Inc., Memphis, Tennessee ("Duncan-Williams"), hereby certifies as set forth below with respect to the sale and issuance of the \$ _____ Mississippi Development Bank Special Obligation Bonds, Series 2019 (City of Gautier, Mississippi Public Improvement General Obligation Bond Project) (the "Bonds") based on information available to Duncan-Williams. Defined Terms shall have the meaning set forth in Section 4 below.

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

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

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

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

3. *Yield and Weighted Average Maturity of the Bonds*

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

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

4. Defined Terms.

General Rule Maturities means those Maturities of the Bonds listed in Schedule A hereto as the "General Rule Maturities."

Hold-the-Offering-Price Maturities means those Maturities of the Bonds listed in Schedule A hereto as the "Hold-the-Offering-Price Maturities."

Holding Period means, with respect to a Hold-the-Offering-Price Maturity, the period starting on the Sale Date and ending on the earlier of (i) the close of the fifth business day after the Sale Date (_____, 2019), or (ii) the date on which Duncan-Williams has sold at least 10% of such Hold-the-Offering-Price Maturity to the Public at prices that are no higher than the Initial Offering Price for such Hold-the-Offering-Price Maturity.

Issuer means the Mississippi Development Bank.

Maturity means the Bonds with the same credit and payment terms. Bonds with different maturity dates, or Bonds with the same maturity date but different stated interest rates, are treated as separate maturities.

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

Sale Date means the first day on which there is a binding contract in writing for the sale of a Maturity of the Bonds. The Sale Date of the Bonds is _____, 2019.

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

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

purposes of Sections 103 and 141 through 150 of the Internal Revenue Code of 1986, as amended, or make any representation as to the legal sufficiency of the factual matters set forth herein. Except as expressly set forth above, the certifications set forth herein may not be relied upon or used by any third party or for any other purpose.

DUNCAN-WILLIAMS, INC.

By: _____

Name: _____

Dated: _____, 2019

SCHEDULE A

SCHDULE B

45517076.v1

**PRELIMINARY OFFICIAL STATEMENT
DATED _____, 2019**

ONE NEW ISSUE/BOOK- ENTRY ONLY

Non-Rated

In the opinion of Butler Snow LLP, Ridgeland, Mississippi, Bond Counsel, under existing laws, regulations, rulings and judicial decisions and assuming the accuracy of certain representations and continuous compliance with certain covenants described herein, interest on the Series 2019 Bonds (as defined herein) is excludable from gross income for federal tax purposes pursuant to Section 103 of the Code (as defined herein), and such interest is not a specific preference item for purposes of the federal alternative minimum tax. Such exclusion is conditioned on continuing compliance with certain tax covenants of the Bank (as defined below) and the City (as defined below). In the opinion of Bond Counsel under existing laws, regulations, rulings and judicial decisions, interest on the Series 2019 Bonds is exempt from all income taxation in the State of Mississippi. See "TAX MATTERS" herein and APPENDIX D - FORM OF OPINION OF BOND COUNSEL hereto.

\$ _____
**MISSISSIPPI DEVELOPMENT BANK
SPECIAL OBLIGATION BONDS, SERIES 2019
(CITY OF GAUTIER, MISSISSIPPI PUBLIC IMPROVEMENT
GENERAL OBLIGATION BOND PROJECT)**

Dated: Date of Delivery

**Due: _____ 1, as shown as shown on
inside front cover**

The \$ _____ Mississippi Development Bank Special Obligation Bonds, Series 2019 (City of Gautier, Mississippi Public Improvement General Obligation Bond Project) (the "Series 2019 Bonds"), are being issued by the Mississippi Development Bank (the "Bank"), will be dated the date of delivery thereof and will bear interest from that date to their respective maturities in the amounts and at the rates set forth on the inside front cover. The Series 2019 Bonds are issuable only as fully registered bonds and, when issued, will be registered in the name of CEDE & CO., as nominee for The Depository Trust Company, New York, New York ("DTC"). Purchases of beneficial interests in the Series 2019 Bonds will be made in book-entry-only form, in the denomination of \$5,000 or any integral multiple thereof. Purchasers of beneficial interests in the Series 2019 Bonds will not receive physical delivery of certificates representing their interests in the Series 2019 Bonds. Interest on the Series 2019 Bonds is payable on _____ 1 and _____ 1 of each year, commencing _____ 1, 20____. So long as DTC or its nominee is the Registered Owner of the Series 2019 Bonds, interest, together with the principal of and premium, if any, on the Series 2019 Bonds, will be paid directly to DTC by _____, _____, Mississippi (the "Trustee") under the Indenture (as defined herein), as more fully described herein under the caption "DESCRIPTION OF THE SERIES 2019 BONDS -- Book-Entry-Only System."

The Series 2019 Bonds are issued by the Bank for the principal purpose of providing funds for the purchase of the City Bond (as defined herein) being issued by the City of Gautier, Mississippi (the "City"), as more fully described in this Official Statement.

The Series 2019 Bonds are subject to redemption prior to maturity as more fully described herein. See "DESCRIPTION OF THE SERIES 2019 BONDS -- Redemption."

THE SERIES 2019 BONDS ARE LIMITED AND SPECIAL OBLIGATIONS OF THE BANK AND ARE PAYABLE SOLELY OUT OF THE TRUST ESTATE OF THE BANK PLEDGED THEREFOR UNDER THE INDENTURE, INCLUDING THE CITY BOND AND PAYMENTS DERIVED THEREFROM, AS MORE FULLY DESCRIBED HEREIN. THE SERIES 2019 BONDS DO NOT CONSTITUTE A DEBT, LIABILITY OR LOAN OF THE CREDIT OF THE BANK, THE STATE OF MISSISSIPPI OR ANY POLITICAL SUBDIVISION THEREOF UNDER THE CONSTITUTION AND LAWS OF THE STATE OF MISSISSIPPI, OR A PLEDGE OF THE FULL FAITH AND CREDIT, TAXING POWER OR MORAL OBLIGATION OF THE BANK, THE STATE OF MISSISSIPPI OR ANY POLITICAL SUBDIVISION THEREOF. THE BANK HAS NO TAXING POWER. THE CITY BOND SECURING THE SERIES 2019 BONDS IS, HOWEVER, A GENERAL OBLIGATION OF THE CITY, SECURED BY THE FULL FAITH, CREDIT AND TAXING POWER OF THE CITY AS MORE FULLY DESCRIBED HEREIN.

Purchase of the Series 2019 Bonds involves a certain degree of risk, and reference is made to the caption "RISKS TO THE OWNERS OF THE SERIES 2019 BONDS" for a discussion of such risks.

THIS COVER PAGE CONTAINS CERTAIN INFORMATION FOR QUICK REFERENCE ONLY. IT IS NOT A SUMMARY OF THIS OFFICIAL STATEMENT. PROSPECTIVE INVESTORS MUST READ THIS ENTIRE OFFICIAL STATEMENT TO OBTAIN INFORMATION ESSENTIAL TO THE MAKING OF AN INFORMED INVESTMENT DECISION.

The Series 2019 Bonds are offered subject to the final approval of the legality thereof by Butler Snow LLP, Ridgeland, Mississippi, Bond Counsel. Certain legal matters will be passed upon for the Bank by Balch & Bingham, LLP, Jackson, Mississippi, and for the City by its counsel, Bordis & Danos, PLLC, Ocean Springs, Mississippi. Government Consultants, Inc., Jackson, Mississippi, serves as the Municipal Advisor to the City in connection with the sale and issuance of the Series 2019 Bonds and the purchase of the City Bond. The Series 2019 Bonds are expected to be available in definitive form for delivery on or about _____, 2019.

Duncan-Williams

The date of this Official Statement is _____, 2019.

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

SERIES 2019 BONDS

MATURITY SCHEDULE

Maturity (_____ 1)	Principal Amount	Interest Rate	Yield	CUSIP¹
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¹ The CUSIP numbers listed above are being provided solely for the convenience of the holders of the Series 2019 Bonds only, and the Bank, the City and the Underwriter do not make any representation with respect to such CUSIP numbers or undertake any responsibility for their accuracy. The CUSIP numbers are subject to being changed after the issuance of the Series 2019 Bonds as a result of various subsequent actions, including but not limited to a refunding in whole or in part of the Series 2019 Bonds.

THIS OFFICIAL STATEMENT DOES NOT CONSTITUTE AN OFFERING OF ANY SECURITY OTHER THAN THE ORIGINAL OFFERING OF THE SERIES 2019 BONDS IDENTIFIED ON THE COVER HEREOF. NO PERSON HAS BEEN AUTHORIZED TO GIVE ANY INFORMATION OR TO MAKE ANY REPRESENTATION OTHER THAN THAT CONTAINED IN THIS OFFICIAL STATEMENT; AND IF GIVEN OR MADE, SUCH OTHER INFORMATION OR REPRESENTATION MUST NOT BE RELIED UPON AS HAVING BEEN AUTHORIZED. THIS OFFICIAL STATEMENT DOES NOT CONSTITUTE AN OFFER TO SELL OR THE SOLICITATION OF AN OFFER TO BUY, AND THERE SHALL NOT BE ANY SALE OF THE SERIES 2019 BONDS BY ANY PERSON IN ANY JURISDICTION IN WHICH IT IS UNLAWFUL TO MAKE SUCH OFFER, SOLICITATION OR SALE. THE INFORMATION AND EXPRESSION OF OPINIONS HEREIN ARE SUBJECT TO CHANGE WITHOUT NOTICE, AND NEITHER THE DELIVERY OF THIS OFFICIAL STATEMENT NOR THE SALE OF ANY OF THE SERIES 2019 BONDS SHALL, UNDER ANY CIRCUMSTANCES, CREATE ANY IMPLICATION THAT THE INFORMATION HEREIN IS CORRECT AS OF ANY TIME SUBSEQUENT TO THE DATE HEREOF. ALL OPINIONS, ESTIMATES OR ASSUMPTIONS, WHETHER OR NOT EXPRESSLY IDENTIFIED, ARE INTENDED AS SUCH AND NOT AS REPRESENTATIONS OF FACT.

THE UNDERWRITER HAS PROVIDED THE FOLLOWING SENTENCE FOR INCLUSION IN THIS OFFICIAL STATEMENT. THE UNDERWRITER HAS REVIEWED THE INFORMATION IN THIS OFFICIAL STATEMENT IN ACCORDANCE WITH, AND AS A PART OF, ITS RESPONSIBILITIES UNDER THE FEDERAL SECURITIES LAWS AS APPLIED TO THE FACTS AND CIRCUMSTANCES OF THIS TRANSACTION, BUT THE UNDERWRITER DOES NOT GUARANTEE THE ACCURACY OR COMPLETENESS OF SUCH INFORMATION. INFORMATION HEREIN HAS BEEN OBTAINED FROM THE BANK, THE CITY, DTC AND OTHER SOURCES BELIEVED TO BE RELIABLE, BUT THE ACCURACY OR COMPLETENESS OF SUCH INFORMATION IS NOT GUARANTEED BY THE UNDERWRITER.

UPON ISSUANCE, THE SERIES 2019 BONDS WILL NOT BE REGISTERED BY THE BANK UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR ANY STATE SECURITIES LAW, AND WILL NOT BE LISTED ON ANY STOCK OR OTHER SECURITIES EXCHANGE. NEITHER THE SECURITIES AND EXCHANGE COMMISSION NOR ANY OTHER FEDERAL, STATE OR OTHER GOVERNMENTAL ENTITY OR AGENCY, OTHER THAN THE BANK (TO THE EXTENT DESCRIBED HEREIN), WILL HAVE PASSED UPON THE ACCURACY OR ADEQUACY OF THIS OFFICIAL STATEMENT OR APPROVED THE SERIES 2019 BONDS FOR SALE.

THIS OFFICIAL STATEMENT IS NOT TO BE CONSTRUED AS A CONTRACT OR AGREEMENT BETWEEN THE BANK AND THE PURCHASERS OR HOLDERS OF THE SERIES 2019 BONDS. ALL ESTIMATES AND ASSUMPTIONS CONTAINED HEREIN ARE BELIEVED TO BE REASONABLE, BUT NO REPRESENTATION IS MADE THAT SUCH ESTIMATES OR ASSUMPTIONS ARE CORRECT OR WILL BE REALIZED.

IN CONNECTION WITH THIS OFFERING, THE UNDERWRITER MAY OVER-ALLOT OR EFFECT TRANSACTIONS THAT STABILIZE OR MAINTAIN THE MARKET PRICE OF THE SERIES 2019 BONDS AT A LEVEL ABOVE THAT WHICH MIGHT OTHERWISE PREVAIL IN THE OPEN MARKET. SUCH STABILIZING, IF COMMENCED, MAY BE DISCONTINUED AT ANY TIME.

THE ORDER AND PLACEMENT OF MATERIALS IN THIS OFFICIAL STATEMENT, INCLUDING THE APPENDICES, ARE NOT TO BE DEEMED A DETERMINATION OF RELEVANCE, MATERIALITY OR IMPORTANCE, AND THIS OFFICIAL STATEMENT, INCLUDING THE APPENDICES, MUST BE CONSIDERED IN ITS ENTIRETY. THE CAPTIONS AND HEADINGS IN THIS OFFICIAL STATEMENT ARE FOR CONVENIENCE OF REFERENCE ONLY, AND IN NO WAY DEFINE, LIMIT OR DESCRIBE THE SCOPE OR INTENT, OR AFFECT THE MEANING OR CONSTRUCTION, OF ANY PROVISION OR SECTIONS OF THIS OFFICIAL STATEMENT. THE OFFERING OF THE SERIES 2019 BONDS IS MADE ONLY BY MEANS OF THIS OFFICIAL STATEMENT.

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OFFICIAL STATEMENT

\$ _____
**MISSISSIPPI DEVELOPMENT BANK
SPECIAL OBLIGATION BONDS, SERIES 2019
(CITY OF GAUTIER, MISSISSIPPI PUBLIC IMPROVEMENT
GENERAL OBLIGATION BOND PROJECT)**

INTRODUCTION

The purpose of this Official Statement, including its Appendices, is to set forth certain information concerning the sale and issuance by the Mississippi Development Bank (the "Bank") of its Special Obligation Bonds, Series 2019 (City of Gautier, Mississippi Public Improvement General Obligation Bond Project) (the "Series 2019 Bonds") issued in the aggregate principal amount of \$_____.

This introduction is not a summary of this Official Statement. It is only a brief description of and guide to, and is qualified by, more complete and detailed information contained in the entire Official Statement, including the cover page, the inside front cover and all appendices hereto, and the documents summarized or described herein. A full review should be made of the entire Official Statement. The offering of the Series 2019 Bonds to potential investors is made only by means of the entire Official Statement. Capitalized terms used and not defined in this Official Statement are defined in APPENDIX E – DEFINITIONS hereto and in the Indenture.

The Bank

The Bank was established in 1986 as a separate body corporate and politic of the State of Mississippi (the "State") for the public purposes set forth under the provisions of Sections 31-25-1 *et seq.*, Mississippi Code of 1972, as amended and supplemented from time to time (the "Bank Act"). The Bank is not an agency of the State, is separate from the State in its corporate and sovereign capacity and has no taxing power. The Bank is governed by a Board of Directors composed of nine members.

Pursuant to the Bank Act, the purpose of the Bank is to assist "local governmental units," defined in the Bank Act to be (a) any county, municipality, utility district, regional solid waste authority, county cooperative service district or political subdivision of the State, (b) the State or any agency thereof, (c) the institutions of higher learning of the State, (d) any education building corporation established for institutions of higher learning, or (e) any other governmental unit created under state law, through programs of purchasing the bonds, notes or evidences of indebtedness of such local governmental units under agreements between such local governmental units and the Bank. The City of Gautier, Mississippi (the "City"), as further described in APPENDIX A hereto, is such a local governmental unit.

Sources of Payment and Security for the Series 2019 Bonds

The Series 2019 Bonds will be issued by and under and secured by an Indenture of Trust, dated as of _____ 1, 2019 (the "Indenture"), by and between the Bank and _____, _____, Mississippi, as trustee (the "Trustee"). The principal of, premium, if any, and interest on any and all of the Series 2019 Bonds, are payable from those Funds and Accounts of the Bank which, together with the general obligation bond issued by the City and designated as the \$_____ City of Gautier, Mississippi Public Improvement General Obligation Bond, Series 2019 (the "City Bond"), are pledged pursuant to the Indenture for the benefit of the owners of the Series 2019 Bonds equally and ratably without priority. The full faith, credit and taxing power of the State is not pledged to the payment of the principal of, premium, if any, and interest on any of the Series 2019 Bonds. The Series 2019 Bonds are not a debt, liability, loan of the credit or pledge of the full faith and credit, or moral obligation of the Bank, the State or of any political subdivision thereof other than the City. The Bank has no taxing power and has only those powers and sources of revenue set forth in the Bank Act. The Series 2019 Bonds are issued and secured separately from any other obligations issued by the Bank.

The City Bond securing the Series 2019 Bonds is, however, a general obligation of the City, secured by the full faith, credit and taxing power of the City.

The Series 2019 Bonds are secured by the pledge of the Trust Estate established under the Indenture (the "Trust Estate"), defined to be (a) cash and securities in the Funds and Accounts established by the Indenture (except the Rebate Fund, as described herein) and the investment earnings thereon and all proceeds thereof, (b) the City Bond, the payments thereunder, the earnings thereon and the proceeds thereof, and (c) all Funds and Accounts hereinafter pledged to the Trustee as security for the Series 2019 Bonds by the Bank. All Series 2019 Bonds will be secured equally and ratably by all of the foregoing. The sources of payment for the Series 2019 Bonds are further described under the caption "SECURITY AND SOURCES OF PAYMENT FOR THE SERIES 2019 BONDS" herein and APPENDIX C hereto.

The principal of and interest on the City Bond are payable out of City revenues as explained more fully below. The City Bond is being issued pursuant to Sections 21-33-301 *et seq.*, Mississippi Code of 1972, as amended and supplemented from time to time (the "City Bond Act" and together with the Bank Act, the "Act"). The City Bond is scheduled to be purchased by the Bank with the proceeds of the Series 2019 Bonds. The sources of payment for the City Bond are further described under the caption "SECURITY AND SOURCES OF PAYMENT FOR THE SERIES 2019 BONDS" herein and APPENDIX C hereto.

Purpose of the Series 2019 Bonds

The Series 2019 Bonds are being issued to provide funds (a) to purchase the City Bond; (b) to pay capitalized interest on the Series 2019 Bonds, and (c) to pay the Costs of Issuance of the Series 2019 Bonds and the City Bond (collectively, the "Project"). See "PURCHASE OF THE CITY BOND – City Project" for a more detailed description of the use of the proceeds of the City Bond.

Authority for Issuance

The Series 2019 Bonds are issued pursuant to the provisions of the Act and the Indenture.

Description of the Series 2019 Bonds

Redemption. The Series 2019 Bonds (or any portions thereof in integral multiples of \$5,000 each) which mature on or after _____ 1, ____ are subject to optional redemption prior to their stated date of maturity in whole or in part, in principal amounts and maturities as selected by the Bank on any date on or after _____ 1, ____, at par, plus accrued interest to the date of redemption thereof. Selection of the Series 2019 Bonds to be redeemed within a maturity will be made by lot by the Trustee.

The Series 2019 Bonds are also subject to mandatory sinking fund redemption, in part, as more particularly described under the caption "DESCRIPTION OF THE SERIES 2019 BONDS – Redemption" herein.

Denominations. The Series 2019 Bonds will be issued in denominations of \$5,000 or any integral multiple thereof.

Registration, Transfers and Exchanges. The Series 2019 Bonds will be issued only as fully registered bonds and, when issued, will be registered in the name of Cede & Co., as nominee for The Depository Trust Company, New York, New York ("DTC"). Purchases of beneficial interests in the Series 2019 Bonds will be made in book-entry-only form. Purchasers of beneficial interests in the Series 2019 Bonds will not receive physical delivery of certificates representing their respective interests in the Series 2019 Bonds.

Payments. Interest on the Series 2019 Bonds is payable on _____ 1 and _____ 1 of each year, commencing _____ 1, 20____. So long as DTC or its nominee is the Registered Owner of the Series 2019 Bonds, interest, together with the principal of and premium, if any, on the

Series 2019 Bonds will be paid directly to DTC by the Trustee. The final disbursement of such payments to a Beneficial Owner of the Series 2019 Bonds will be the responsibility of the DTC Participants and the Indirect Participants, as described herein under the caption "DESCRIPTION OF THE SERIES 2019 BONDS -- Book-Entry-Only System."

For a more complete description of the Series 2019 Bonds and the basic documentation pursuant to which the Series 2019 Bonds are being issued, see the captions "DESCRIPTION OF THE SERIES 2019 BONDS," "FUNDS AND ACCOUNTS" and "OPERATION OF FUNDS AND ACCOUNTS" in this Official Statement.

Tax Matters

In the opinion of Butler Snow LLP, Ridgeland, Mississippi ("Bond Counsel"), under existing laws, regulations, rulings, and judicial decisions, interest on the Series 2019 Bonds is excludable from gross income for federal tax purposes, with such exclusion conditioned upon continuing compliance with certain tax covenants of the Bank and the City, and under existing laws, regulations, rulings, and judicial decisions, interest on the Series 2019 Bonds is exempt from all income taxation in the State. Interest on the Series 2019 Bonds is not a specific preference item for purposes of federal alternative minimum taxes. For a more complete description of such opinion and certain other tax consequences incident to the ownership of the Series 2019 Bonds, see the captions "TAX MATTERS" herein. Also, see "APPENDIX D" for the proposed form of opinion of Bond Counsel.

Professionals Involved in the Offering

_____, _____, Mississippi, will act as Trustee under the Indenture for the Series 2019 Bonds. Government Consultants, Inc., Jackson, Mississippi, is employed as the independent registered municipal advisor to the City with respect to the Series 2019 Bonds and the City Bond. Certain proceedings in connection with the issuance of the Series 2019 Bonds are subject to the approval of Bond Counsel. Certain legal matters will be passed upon for the Bank by Balch & Bingham, LLP, Jackson, Mississippi. Certain legal matters will be passed upon for the City by its counsel, Bordis & Danos, PLLC, Ocean Springs, Mississippi. See the captions "LEGAL MATTERS" and "MUNICIPAL ADVISOR" in this Official Statement.

Offering and Delivery of the Series 2019 Bonds

Duncan-Williams, Inc., Memphis, Tennessee (the "Underwriter") has agreed to purchase all of the Series 2019 Bonds subject to certain conditions set forth in a bond purchase agreement by and among the Underwriter, the Bank and the City (the "Bond Purchase Agreement"). The Series 2019 Bonds are expected to be available in definitive form for delivery in New York, New York on or about _____, 2019.

Risks to the Owners of the Series 2019 Bonds

There are certain risks involved in the ownership of the Series 2019 Bonds which should be considered by prospective purchasers. The ability of the Bank to pay principal of, premium, if any, and interest on the Series 2019 Bonds depends upon the receipt by the Bank of payments of principal (and premium, if any) and interest on the City Bond (the "City Bond Payments") from the City. There can be no representation or assurance that the City will levy a tax sufficient to make the required City Bond Payments. See the caption "SECURITY AND SOURCES OF PAYMENT FOR THE SERIES 2019 BONDS" herein. Failure of the Bank and/or the City to comply with certain tax covenants may also adversely affect the exempt status of the interest on all of the Series 2019 Bonds. See the caption "RISKS TO THE OWNERS OF THE SERIES 2019 BONDS" in this Official Statement.

Other Information

This Official Statement speaks only as of its date, and certain information contained herein is subject to change.

Copies of other documents and information are available, upon request, and upon payment to the Bank of a charge for copying, mailing and handling, from E. F. Mitcham, Jr., Executive Director, Mississippi Development Bank, 735 Riverside Drive, Suite 300, Jackson, Mississippi 39202, telephone (601) 355-6232.

NO DEALER, BROKER, SALESMAN OR OTHER PERSON HAS BEEN AUTHORIZED TO GIVE ANY INFORMATION OR TO MAKE ANY REPRESENTATIONS OTHER THAN THOSE CONTAINED IN THIS OFFICIAL STATEMENT; AND IF GIVEN OR MADE, SUCH OTHER INFORMATION OR REPRESENTATIONS MUST NOT BE RELIED UPON. THIS OFFICIAL STATEMENT DOES NOT CONSTITUTE AN OFFER TO SELL OR THE SOLICITATION OF AN OFFER TO BUY, AND THERE SHALL NOT BE ANY SALE OF THE SERIES 2019 BONDS BY ANY PERSON IN ANY JURISDICTION IN WHICH IT IS UNLAWFUL FOR SUCH PERSON TO MAKE SUCH OFFER, SOLICITATION OR SALE. THE INFORMATION SET FORTH HEREIN HAS BEEN OBTAINED FROM THE BANK, THE CITY, DTC AND OTHER SOURCES WHICH ARE BELIEVED TO BE RELIABLE, BUT IT IS NOT GUARANTEED AS TO ACCURACY OR COMPLETENESS. THE INFORMATION AND EXPRESSIONS OF OPINION HEREIN ARE SUBJECT TO CHANGE WITHOUT NOTICE, AND NEITHER THE DELIVERY OF THIS OFFICIAL STATEMENT NOR ANY SALE MADE HEREUNDER SHALL, UNDER ANY CIRCUMSTANCES, CREATE ANY IMPLICATION THAT THERE HAS BEEN NO CHANGE IN THE AFFAIRS OF THE BANK OR THE CITY SINCE THE DATE HEREOF.

THE SERIES 2019 BONDS HAVE NOT BEEN REGISTERED WITH THE SECURITIES AND EXCHANGE COMMISSION UNDER THE SECURITIES ACT OF 1933, AS AMENDED.

Format of Official Statement

There follows in this Official Statement a description of the security and sources of payment for the Series 2019 Bonds, the City Project, the Bank, and summaries of certain provisions of the Series 2019 Bonds, the Indenture, and certain provisions of the Act. All discussions of the Act and the Indenture are qualified in their entirety by reference to the Act and the Indenture, copies of which are available from the Bank, and all discussions of the Series 2019 Bonds are qualified in their entirety by reference to the definitive form and the information with respect to the Series 2019 Bonds contained in the Indenture.

Certain information relating to the City is set forth in APPENDIX A - INFORMATION CONCERNING THE CITY; certain financial information relating to the City is set forth in APPENDIX B - FINANCIAL INFORMATION CONCERNING THE CITY; certain information concerning the City Bond Resolution and the City Bond are set forth in APPENDIX C - INFORMATION CONCERNING THE CITY BOND RESOLUTION AND THE CITY BOND; the proposed form of opinion of Bond Counsel with respect to the Series 2019 Bonds is set forth in APPENDIX D - FORM OF OPINION OF BOND COUNSEL; certain definitions of certain terms used in this Official Statement are set forth in APPENDIX E - DEFINITIONS; and the form of the continuing disclosure agreement of the City is set forth in APPENDIX F - FORM OF CONTINUING DISCLOSURE AGREEMENT. Each of the Appendices to this Official Statement is an integral part of this Official Statement and should be read in its entirety by any and all owners or prospective owners of the Series 2019 Bonds.

SECURITY AND SOURCES OF PAYMENT FOR THE SERIES 2019 BONDS

General

The Series 2019 Bonds are payable only out of the Trust Estate. The Indenture creates a continuing pledge of and lien upon the Trust Estate to secure the full and final payment of the principal of, premium, if any, and interest on all of the Series 2019 Bonds. The Series 2019 Bonds do not constitute a debt, liability or loan of the credit of the Bank, the State or any political subdivision thereof under the constitution of the State or a pledge of the full faith, credit and taxing power or moral obligation of the Bank, the State or any political subdivision thereof other than the City. The Bank has no taxing power. The City Bond securing the Series 2019 Bonds is, however, a general obligation of the City, secured by the full faith, credit and taxing power of the City. The sources of payment of, and security for, the Series 2019 Bonds are more fully described below.

Under the Indenture, the Series 2019 Bonds are secured by a pledge to the Trustee of the City Bond and all City Bond Payments, as described herein. In addition, the Indenture pledges to the payment of the Series 2019 Bonds all proceeds of the Trust Estate, including without limitation all cash and securities held in the Funds and Accounts created by the Indenture, except for the Rebate Fund, together with investment earnings thereon and proceeds thereof (except to the extent transferred to the Rebate Fund or from such Funds and Accounts under the Indenture), and all other funds, accounts and moneys pledged by the Bank to the Trustee as security under the Indenture, to the extent of any such pledge.

The City and the City Bond

From the proceeds of the Series 2019 Bonds, the Bank intends to purchase from the City and, upon purchase, will pledge to the Trustee the City Bond as described in APPENDIX C. See "PURCHASE OF THE CITY BOND" herein.

Provisions for Payment of the City Bond

The City Bond securing the Series 2019 Bonds is a general obligation of the City, secured by the full faith, credit and taxing power of the City. The issuance of the City Bond has been authorized by a resolution (the "City Bond Resolution") adopted by the Mayor and City Council of the City (the "Governing Body") pursuant to the Act on January 15, 2019. Under the City Bond Resolution, the City is unconditionally obligated to make payments secured by the full faith, credit and taxing power of the City in an aggregate amount sufficient, with any other funds legally available therefor, for the payment in full of the principal of, premium, if any, and interest on all Series 2019 Bonds issued and Outstanding under the Indenture to the date of payment thereof and certain costs, expenses and charges of the Bank and the Trustee.

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

The City Bond will never, within the meaning of any constitutional or statutory limitation, be a debt, liability or obligation of the Bank, the State or any political subdivision of the State, other than the City, and neither the full faith and credit nor taxing power or moral obligation of the State or any political subdivision thereof, other than the City, is pledged to the payment of the principal, premium, if any, and interest on the City Bond. The City Bond securing the Series 2019 Bonds is a general obligation of the City, secured by the full faith, credit and taxing power of the City. The City Bond issued under the City Bond Resolution shall be issued for the purposes of providing funds to finance a portion of the costs of the City Project and to pay related Costs of Issuance of the Series 2019 Bonds and the City Bond. See APPENDIX C – INFORMATION CONCERNING THE CITY BOND RESOLUTION AND THE CITY BOND for further description of the City Bond.

RISKS TO THE OWNERS OF THE SERIES 2019 BONDS

General

The Series 2019 Bonds will be payable solely from the payments to be made by the Bank under the Indenture. Pursuant to the Indenture, such payments are limited to City Bond Payments payable by the City on the City Bond pursuant to the City Bond Resolution. No reserve fund is created in the Indenture or the City Bond Resolution to pay debt service on the Series 2019 Bonds or the City Bond. Purchasers of the Series 2019 Bonds are advised of certain risk factors with respect to the City Bond.

In addition, purchasers of the Series 2019 Bonds are advised of certain additional information in connection with the City as set forth in APPENDIX A and APPENDIX B.

City Bond

The ability of the Bank to pay the principal of, premium, if any, and interest on the Series 2019 Bonds depends upon the receipt by the Bank of City Bond Payments from the City which is obligated under the City Bond Resolution to make such payments to the Bank. There is no Fund or Account established by the Indenture which is required to contain amounts to make up for any deficiencies in the event of one or more "defaults" by the City in making the City Bond Payments, and there is no source from which the General Fund will be replenished except the City Bond Payments and investment income on moneys in the Funds and Accounts.

Tax Covenants

The Bank has covenanted under the Indenture that it will comply with certain requirements under the Internal Revenue Code of 1986, as amended (the "Code") to ensure continuing exclusion from gross income for federal income tax purposes of interest on the Series 2019 Bonds. Failure by the Bank to comply with such covenants could cause the interest on the Series 2019 Bonds to be taxable retroactive to the date of issuance of the Series 2019 Bonds. Further, the City has covenanted in the City Bond Resolution that it will comply with certain requirements under the Code to ensure continuing exclusion from gross income for federal income tax purposes of interest on the Series 2019 Bonds. Failure by the City to comply with such requirements could cause the interest on the Series 2019 Bonds to be taxable retroactive to the date of issuance of the Series 2019 Bonds. See also "TAX MATTERS" herein.

Remedies; Litigation; Bankruptcy

The remedies available to the Trustee, to the Bank or to the owners of the Series 2019 Bonds upon an "event of default" under the Indenture or under the terms of the City Bond purchased by the Bank are in many respects dependent upon judicial actions which are often subject to discretion and delay.

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

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

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

In order to obtain specific authority from the State Legislature to file for relief pursuant to Chapter 9, a Municipality would have to request both houses of the State Legislature during the annual session of the State Legislature or a special session of the State Legislature called for such purpose to approve a bill authorizing the Municipality to file for relief pursuant to Chapter 9 and such bill would have to be signed into law by the Governor of the State. There is no appeal process or any other proceeding under current State law that the Municipality may pursue if such requested specific authority is not granted by the State Legislature.

In the event the City were to become a debtor under the Bankruptcy Code, payments under the City Bond may be stayed or under certain circumstances may be subject to avoidance or disgorgement and the interest of the Trustee in such payments may not extend to payments required after the commencement of such bankruptcy case or within 90 days prior thereto. Under existing constitutional and statutory law and judicial decisions, including the Bankruptcy Code, the remedies provided in the Indenture and the City Bond Resolution may not be readily available or may be limited. The various legal opinions to be delivered concurrently with the delivery of the Series 2019 Bonds will be qualified as to the enforceability of the various legal instruments by limitations imposed by bankruptcy, reorganization, insolvency or other similar laws affecting the rights of creditors generally (regardless of whether such enforceability is considered in a proceeding in equity or in law), by general principles of equity (regardless of whether such proceeding is considered in a proceeding in equity or at law) and by the valid exercise of the constitutional powers of the State and the United States of America.

Furthermore, if a bankruptcy court concludes that the Trustee has "adequate protection," it may enter orders affecting the security of the Trustee, including orders providing for the substitution, subordination and sale of the security of the Trustee. In addition, a reorganization plan may be adopted even though it has not been accepted by the Trustee if the Trustee is provided with the benefit of its original lien or the "indubitable equivalent." Thus, in the event of the bankruptcy of the City, the amount realized by the Trustee may depend on the bankruptcy court's interpretation of "indubitable equivalent" and "adequate protection" under the then existing circumstances. The bankruptcy court may also have the power to invalidate certain provisions of the City Bond Resolution and the City Bond or related documents that make bankruptcy and related proceedings by the City an event of default thereunder. All of these events would adversely affect the payment of debt service on the Series 2019 Bonds.

The pledge of the full faith and credit and taxing power of the City for payment of the City Bond granted by the Governing Body in the City Bond Resolution may be limited by a number of factors, including the ability to collect levied taxes. Under current law, such a pledge and assignment as attempted to be effected by the City Bond Resolution may be further limited by the following: (a) statutory liens; (b) rights arising in favor of the United States of America or any agency thereof; (c) prohibitions against assignment set forth in federal statutes; (d) constructive trusts, equitable liens or other rights which might be impressed or conferred by any state or federal court in the exercise of equitable jurisdiction; (e) the Bankruptcy Code affecting taxes and other revenues of the City received within 90 days preceding and after any effectual institution of bankruptcy, liquidation or reorganization proceedings by or against the City; (f) rights of third parties in revenues converted to cash and not in the possession of the Trustee; and (g) sales, liens and/or pledges made by the City. If an "event of default" does occur, it is uncertain that the Trustee could successfully obtain an adequate remedy at law or in equity.

Failure to Compel the Levy of Taxes on the City Bond

The City Bond will be a general obligation of the City payable as to principal, premium, if any, and interest out of and secured by an irrevocable pledge of the avails of a direct and continuing tax to be levied annually without limitation as to rate or amount upon the taxable property within the geographical

limits of the City. The City has agreed to levy annually a special tax upon all taxable property within the geographical limits of the City adequate and sufficient to provide for the payment of the principal of, premium, if any, and the interest on the City Bond as the same falls due.

The qualified electors of the State voted in a general election held on November 7, 1995, to amend the Mississippi Constitution of 1890 (the "Constitution") to add the following new Section 172A (the "Amendment"):

SECTION 172A. Neither the Supreme Court nor any inferior court of this state shall have the power to instruct or order the state or any political subdivision thereof, or an official of the state or any political subdivision, to levy or increase taxes.

The Amendment does not affect the underlying obligation to pay the principal of and interest on the City Bond as it matures and becomes due, nor does it affect the obligation to levy a tax sufficient to accomplish that purpose. However, even though it appears that the Amendment was not intended to affect remedies of a holder of the City Bond in the event of a payment default, it potentially prevents such holder from obtaining a writ of mandamus to compel the levying of taxes to pay the principal of and interest on the City Bond in a State court. It is not certain whether the Amendment would affect the right of a federal court to direct the levy of a tax to satisfy a contractual obligation. Other effective remedies are available to the holder of the City Bond in the event of a payment default with respect to the City Bond. For example, such holder can seek a writ of mandamus to compel the City to use any legally available moneys to pay the debt service on the City Bond; and if such writ of mandamus is issued and public officials fail to comply with such writ, then such public officials may be held in contempt of court. In addition, pursuant to Section 175 of the Constitution, all public officials who are guilty of willful neglect of duty may be removed from office.

DESCRIPTION OF THE SERIES 2019 BONDS

General Description

The Series 2019 Bonds are issuable under the Indenture as fully registered bonds. When issued, the Series 2019 Bonds will be registered in the name of and held by Cede & Co., as nominee for DTC. Purchases of beneficial interests from DTC in the Series 2019 Bonds will be made in book-entry-only form (without certificates) in the denomination of \$5,000 or any integral multiple thereof. See "DESCRIPTION OF THE SERIES 2019 BONDS - Book-Entry-Only System" herein.

The Series 2019 Bonds will mature in the amounts and on the dates, and bear interest at the rates per annum, set forth on the inside cover page of this Official Statement. Interest on the Series 2019 Bonds will be payable semiannually on _____ 1 and _____ 1 of each year, commencing _____ 1, 20____ (each, an "Interest Payment Date"). Interest will be calculated on the basis of a 360-day year consisting of 12 thirty-day months.

Each Series 2019 Bond will be dated the date of delivery thereof. If any Series 2019 Bond is authenticated on or prior to _____ 1, 20____, it will bear interest from the initial date of delivery thereof. Each Series 2019 Bond authenticated after _____ 1, 20____, will bear interest from the most recent Interest Payment Date on or prior to the date of authentication of such Series 2019 Bond, unless such Series 2019 Bond is authenticated after the fifteenth day of the calendar month preceding an Interest Payment Date (the "Record Date") and on or prior to the next following Interest Payment Date, in which case such Series 2019 Bond will bear interest from such following Interest Payment Date.

The principal of the Series 2019 Bonds will be payable upon maturity at the corporate trust office of the Trustee in _____, Mississippi, and interest on the Series 2019 Bonds will be paid by check of the Trustee dated the due date and mailed or delivered on or before the Business Day prior to each Interest Payment Date to the Registered Owners of record as of the close of business on the most recent Record Date or, at the written election of the Registered Owner of \$1,000,000 or more in aggregate principal amount of Series 2019 Bonds delivered to the Trustee at least one Business Day prior to the

Record Date for which such election will be effective, by wire transfer to such Registered Owner or by deposit into the account of such Registered Owner if such account is maintained by the Trustee.

So long as DTC or its nominee is the Registered Owner of the Series 2019 Bonds, payments of the principal of, premium, if any, and interest on the Series 2019 Bonds will be made directly by the Trustee by wire transfer of funds to Cede & Co., as nominee for DTC. Disbursement of such payments to Direct Participants will be the sole responsibility of DTC, and the ultimate disbursement of such payments to the Beneficial Owners of the Series 2019 Bonds will be the responsibility of the Direct Participants and the Indirect Participants.

Book-Entry-Only System

The Bank has determined that it will be beneficial to have the Series 2019 Bonds held by a central depository system and to have transfers of the Series 2019 Bonds affected by book-entry on the books of DTC as such central depository system. Accordingly, Beneficial Ownership interests in the Series 2019 Bonds will be available in book-entry-only form, in the principal amount of \$5,000 or integral multiples thereof. Purchasers of Beneficial Ownership interests in the Series 2019 Bonds (the "Beneficial Owners") will not receive certificates representing their interests in the Series 2019 Bonds purchased.

The information provided under this caption has been provided by DTC. No representation is made by the Bank, the Underwriter or the Trustee as to the accuracy or adequacy of such information, or as to the absence of material adverse changes in such information subsequent to the date hereof.

DTC will act as securities depository for the Series 2019 Bonds. The Series 2019 Bonds will be initially issued as fully registered bonds registered in the name of Cede & Co. (DTC's partnership nominee) or such other name as may be requested by the authorized representative of DTC. One fully-registered certificate for each maturity of the Series 2019 Bonds will be issued for the Series 2019 Bonds in the aggregate principal amount of each such maturity and will be deposited with DTC.

DTC, the world's largest securities depository, is a limited-purpose trust company organized under the New York banking law, a "banking organization" within the meaning of the New York banking law, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code, and a "clearing agency" registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 3.5 million issues of U.S. and non-U.S. equity issues, corporate and municipal debt issues, and money market instruments (from over 100 countries) that DTC's participants ("Direct Participants") deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions, in deposited securities, through electronic computerized book-entry transfers and pledges between Direct Participants' accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is a wholly-owned subsidiary of The Depository Trust & Clearing Corporation ("DTCC"). DTCC is the holding company for DTC, National Securities Clearing Corporation and Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly ("Indirect Participants"). DTC has a Standard & Poor's rating of AA+. The DTC Rules applicable to its Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at www.dtcc.com.

Purchases of Series 2019 Bonds under the DTC system must be made by or through Direct Participants, which will receive a credit for such Series 2019 Bonds on DTC's records. The ownership interest of each Beneficial Owner is in turn to be recorded on the Direct and Indirect Participants' (together, the "DTC Participants") records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of

ownership interests in the Series 2019 Bonds are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in Series 2019 Bonds, except in the event that use of the book-entry system for the Series 2019 Bonds is discontinued.

To facilitate subsequent transfers, all Series 2019 Bonds deposited by Direct Participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co., or such other name as may be requested by an authorized representative of DTC. The deposit of Series 2019 Bonds with DTC and their registration in the name of Cede & Co. or such other nominee do not affect any change in Beneficial Ownership. DTC has no knowledge of the actual Beneficial Owners of the Series 2019 Bonds. DTC's records reflect only the identity of the Direct Participants to whose accounts such Series 2019 Bonds are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time.

Redemption notices are to be sent to DTC. If less than all of the Series 2019 Bonds are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such Series 2019 Bonds to be redeemed.

Neither DTC nor Cede & Co. (nor such other DTC nominee) will consent or vote with respect to the Series 2019 Bonds unless authorized by a Direct Participant in accordance with DTC's Procedures. Under its usual procedures, DTC mails an "Omnibus Proxy" to the Trustee as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts the Series 2019 Bonds are credited on the record date (identified in a listing attached to the Omnibus Proxy).

Redemption proceeds, principal payments and interest payments on the Series 2019 Bonds will be made to Cede & Co. or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts upon DTC's receipt of funds and corresponding detail information from the Bank or the Trustee, on the payable date in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name", and will be the responsibility of such Participant and not of DTC nor its nominee, the Trustee, or the Bank subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of redemption proceeds, principal payments and interest payments to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of the Bank or the Trustee, disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners will be the responsibility of Direct and Indirect Participants.

DTC may discontinue providing its services as depository with respect to the Series 2019 Bonds at any time by giving reasonable notice to the Bank or the Trustee. Under such circumstances, and in the event that a successor depository is not obtained, Series 2019 Bond certificates are required to be printed and delivered.

In addition, the Bank may decide to discontinue use of the system of book-entry transfers through DTC (or a successor securities depository). In that event, Series 2019 Bond certificates will be printed and delivered to DTC.

The information in this section concerning DTC and DTC's book-entry system has been obtained from sources that the Bank and the Underwriter believe to be reliable, but the Bank and the Underwriter take no responsibility for the accuracy thereof.

So long as Cede & Co. is the registered holder of the Series 2019 Bonds as nominee of DTC, references herein to the Holders, holders, or registered owners of the Series 2019 Bonds mean Cede & Co. and not the Beneficial Owners of the Series 2019 Bonds.

THE BANK, THE TRUSTEE AND THE UNDERWRITER CANNOT AND DO NOT GIVE ANY ASSURANCES THAT THE DIRECT PARTICIPANTS OR THE INDIRECT PARTICIPANTS WILL DISTRIBUTE TO THE BENEFICIAL OWNERS OF THE SERIES 2019 BONDS (A) PAYMENTS OF PRINCIPAL OF OR INTEREST OR REDEMPTION PREMIUM, IF ANY, ON THE SERIES 2019 BONDS; (B) CERTIFICATES REPRESENTING AN OWNERSHIP INTEREST OR OTHER CONFIRMATION OF BENEFICIAL OWNERSHIP INTERESTS IN THE SERIES 2019 BONDS; OR (C) REDEMPTION OR OTHER NOTICES SENT TO DTC OR CEDE & CO., ITS NOMINEE, AS THE REGISTERED OWNERS OF THE SERIES 2019 BONDS, OR THAT THEY WILL DO SO ON A TIMELY BASIS OR THAT DTC OR DIRECT OR INDIRECT PARTICIPANTS WILL SERVE AND ACT IN THE MANNER DESCRIBED IN THIS OFFICIAL STATEMENT. THE CURRENT "RULES" APPLICABLE TO DTC ARE ON FILE WITH THE SECURITIES AND EXCHANGE COMMISSION AND THE CURRENT "PROCEDURES" OF DTC TO BE FOLLOWED IN DEALING WITH DTC PARTICIPANTS ARE ON FILE WITH DTC.

NEITHER THE BANK, THE TRUSTEE NOR THE UNDERWRITER WILL HAVE ANY RESPONSIBILITY OR OBLIGATIONS TO SUCH DTC PARTICIPANTS OR THE BENEFICIAL OWNERS WITH RESPECT TO (A) THE ACCURACY OF ANY RECORDS MAINTAINED BY DTC OR ANY DTC PARTICIPANT; (B) THE PAYMENT BY ANY DTC PARTICIPANT OF ANY AMOUNT DUE TO ANY BENEFICIAL OWNER IN RESPECT OF THE PRINCIPAL AMOUNT OF OR INTEREST OR REDEMPTION PREMIUM, IF ANY, ON THE SERIES 2019 BONDS; (C) THE DELIVERY BY ANY DTC PARTICIPANT OF ANY NOTICE TO ANY BENEFICIAL OWNER WHICH IS REQUIRED OR PERMITTED UNDER THE TERMS OF THE INDENTURE TO BE GIVEN TO BONDHOLDERS; (D) THE SELECTION OF THE BENEFICIAL OWNERS TO RECEIVE PAYMENT IN THE EVENT OF ANY PARTIAL REDEMPTION OF THE SERIES 2019 BONDS; OR (E) ANY CONSENT GIVEN OR OTHER ACTION TAKEN BY DTC AS BONDHOLDER.

Redemption

Redemption Generally. If the City directs the Bank to redeem the Series 2019 Bonds in accordance with Section 9 of the City Bond Resolution, the Bank has agreed under the Indenture to accept redemption and to redeem the Series 2019 Bonds in accordance with the Indenture.

Optional Redemption. The Series 2019 Bonds (or any portions thereof in integral multiples of \$5,000 each) which mature on or after _____ 1, ____ are subject to optional redemption prior to their stated date of maturity in whole or in part, in principal amounts and maturities as selected by the Bank on any date on or after _____ 1, ____, at par, plus accrued interest to the date of redemption thereof. Under the Indenture, selection of the Series 2019 Bonds to be redeemed within a maturity will be made by lot by the Trustee.

Mandatory Sinking Fund Redemption. The Series 2019 Bonds maturing on _____ 1, 20____ are term bonds subject to mandatory sinking fund redemption prior to their scheduled maturity on _____ 1 of the years listed below at a redemption price of 100% of the principal amount redeemed plus accrued interest to the redemption date from amounts on deposit in the General Account of the General Fund in accordance with the following schedule:

Year	Principal Amount
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*

*Final Maturity.

Notice of Redemption. Notice of the call for any optional redemption, identifying the Series 2019 Bonds (or any portions thereof in integral multiples of \$5,000 each) to be redeemed (which may be a conditional notice of redemption), will be given by the Trustee at least 30 days but not more than 45 days prior to the date fixed for redemption by mailing a copy of the redemption notice by registered or certified mail to the registered owner of each Series 2019 Bond to be redeemed at the address shown on the registration records of the Bank. Failure to mail such notice to any particular owner of Series 2019 Bonds, or any defect in the notice mailed to any such owner of Series 2019 Bonds, will not affect the validity of the call for the redemption of any other Series 2019 Bonds. No notice of redemption shall be required for Series 2019 Bonds subject to mandatory sinking fund redemption.

Redemption Payments. After the redemption date, if proper notice of redemption by mailing has been given and sufficient funds have been deposited with the Trustee, interest will cease to accrue on the Series 2019 Bonds that have been called.

APPLICATION OF THE PROCEEDS OF THE SERIES 2019 BONDS

Estimated Sources of Funds

Par Amount of Bonds	\$_____.
Plus Net Original Issue Premium	00
Total Sources of Funds	

Estimated Uses of Funds

Deposit to the General Fund, Purchase Account for purchase of the City Bond	
Deposit to the General Fund, Bond Issuance Expense Account for payment of Costs of Issuance*	
For payment of Underwriter's Discount	
Deposit to the General Fund, General Account for payment of capitalized interest	
Total Uses of Funds	

* Includes payments for Costs of Issuance, which include but are not limited to, legal fees and expenses and municipal advisory fees and expenses.

DEBT SERVICE REQUIREMENTS FOR THE SERIES 2019 BONDS

The following table sets forth the estimated annual principal and interest requirements on the Series 2019 Bonds:

Fiscal Year	Principal	Interest ¹	Total Debt Service on the Series 2019 Bonds
2020			
2021			
2022			
2023			
2024			
2025			
2026			
2027			
2028			
2029			

2030	
2031	
2032	
2033	
2034	
2035	
2036	
2037	
2038	
2039	
TOTAL	\$_____00

¹ Calculated based on interest rates set forth on the cover page hereof.

THE MISSISSIPPI DEVELOPMENT BANK

General

The Bank was created in 1986 and is organized and existing under and by virtue of the Bank Act as a separate body corporate and politic for the public purposes set forth in the Bank Act. The Bank is not an agency of the State is separate from the State in its corporate and sovereign capacity and has no taxing power.

The purpose of the Bank is to foster and promote, in accordance with the Bank Act, the provision of adequate markets and facilities for the borrowing of funds for public purposes and purposes of (a) any county, municipality, utility district, regional solid waste authority, county cooperative service district or political subdivision of the State, (b) the State, or any agency thereof, (c) the institutions of higher learning of the State, (d) any education building corporation established for institutions of higher learning, or (e) any other governmental unit created under State law, including the City.

THE FULL FAITH AND CREDIT AND TAXING POWER OF THE STATE ARE NOT PLEDGED TO THE PAYMENT OF THE PRINCIPAL OF, PREMIUM, IF ANY, AND INTEREST ON ANY OF THE SERIES 2019 BONDS, AND THE SERIES 2019 BONDS ARE NOT A DEBT, LIABILITY, LOAN OF THE CREDIT, MORAL OBLIGATION OR PLEDGE OF THE FULL FAITH, CREDIT AND TAXING POWER OF THE STATE.

Under the Bank Act, the Bank is granted the power to borrow money and issue its bonds in such principal amounts as it shall deem necessary to provide funds to accomplish a public purpose or purposes of the State provided for under the Bank Act, including the purchasing of securities of local governmental units (as defined in the Bank Act) and the making of loans to such local governmental units (the "Program").

Organization and Membership of the Bank

The Bank is governed by a nine-member Board of Directors. The members of the Board of Directors are elected by the members of the Mississippi Business Finance Corporation ("MBFC") at the time and place fixed by MBFC's bylaws. Appointments are for terms of one year. The members of the Board of Directors are as follows:

NAME	OCCUPATION	TERM*
Carolyn Boteler	Owner, TempStaff	08/01/18 – 7/31/19
Jabari Edwards	Owner, J5 GBL Construction, Co.	08/01/18 – 7/31/19
William L. Freeman, Jr.	Retired Bank President	08/01/18 – 7/31/19
William Griffin	Owner, Griffin & Griffin Exploration, LLC	08/01/18 – 7/31/19
Gary Harkins	Real Estate Developer	08/01/18 – 7/31/19

Joel Horton	Retired Bank President	08/01/18 – 7/31/19
Bobby James	Operations Manager, Atmos Energy	08/01/18 – 7/31/19
William D. Sones	Bank Chairman	08/01/18 – 7/31/19
Mark Wiggins	Retired Business Owner	08/01/18 – 7/31/19

* Members of the Board of Directors of the Bank serve until reappointed or new directors are appointed and approved.

The operations of the Bank are administered by E. F. Mitcham, Jr., the Bank's Executive Director.

Prior Bonds of Bank

The purpose of the Bank is to foster and promote, in accordance with the Bank Act, the provision of adequate markets and facilities for the borrowing of funds for public purposes by any Local Governmental Units. As of _____, 2019, the Issuer has previously issued bonds for various purposes totaling in principal approximately \$_____. Of such amount, approximately \$_____ was outstanding as of _____, 2019.

The Bank is presently considering the issuance under the Bank Act of additional special obligation bonds for other purposes authorized under the Bank Act.

The full faith and credit and taxing power of the State and the Bank are not pledged to the payment of the principal of, premium, if any, and interest on any of the bonds issued or planned for issuance by the Bank; and all such bonds are not a debt, liability, loan of the credit or pledge of the full faith and credit and taxing power of the State or the Bank.

PURCHASE OF THE CITY BOND

General

The Bank has determined to purchase the City Bond of the City from the proceeds received upon the issuance of the Series 2019 Bonds. Upon the execution by the City of the City Bond Purchase Agreement with the Bank prior to or as of the date of the approval of the sale of the Series 2019 Bonds, the City will be obligated to sell the City Bond to the Bank in accordance with the requirements of the Act and in accordance with the City Bond Purchase Agreement.

The Bank Act provides that the City Bond purchased by the Bank, upon delivery to the Bank, must be accompanied by all documentation required by the Board of Directors of the Bank, including the approving opinion of Bond Counsel. The Bank will be prepared to cause the purchase price of the City Bond to be paid to the City promptly after the receipt of such proceeds by the Bank. Under the Indenture, any purchase of the City Bond is subject to the receipt by the Trustee of certain documents and opinions as described in Section 2.04 of the Indenture.

City Project

The City will use the proceeds from the sale of the City Bond to the Bank for the purpose of providing funds to pay a portion of the costs of (a) constructing, improving, equipping or paving streets, sidewalks, driveways, parkways, public play grounds, walkways or public parking facilities, bridges, culverts and purchasing land therefor if necessary, (b) erecting, repairing, improving, adorning, equipping and furnishing municipal buildings, (c) repairing, improving, and extending public utility plants or distribution systems, (d) repairing, improving and extending sanitary, storm, drainage or sewerage systems, and (e) financing other related purposes as authorized under the City Bond Act, including the costs of issuance of the Series 2019 Bonds and the City Bond (collectively, the "City Project").

FUNDS AND ACCOUNTS

Creation of Funds and Accounts

The Indenture establishes the following special Funds and Accounts to be held by the Trustee:

1. General Fund - comprised of the following:
 - (a) General Account,
 - (b) Purchase Account,
 - (c) Redemption Account, and
 - (d) Bond Issuance Expense Account.
2. Rebate Fund.

Deposit of Net Proceeds of the Series 2019 Bonds and Other Receipts

The Trustee will deposit the net proceeds from the sale of the Series 2019 Bonds as follows:

- (a) To the Bond Issuance Expense Account of the General Fund, the amount of \$_____ (which does not include the Underwriter's discount of \$_____) to pay a portion of the Costs of Issuance of the Series 2019 Bonds and the City Bond;
- (b) To the General Account of the General Fund, the amount of \$_____ to pay capitalized interest on the Series 2019 Bonds and the City Bond; and
- (c) To the Purchase Account of the General Fund, the sum of \$_____ to be used to purchase the City Bond.

The Trustee will deposit City Bond Payments and other receipts (except the proceeds of the Series 2019 Bonds, interest earnings on any amounts in the Rebate Fund and moneys received by the Bank from the sale of the City Bond) into the General Account of the General Fund based on the amount due under the City Bond.

OPERATION OF FUNDS AND ACCOUNTS

General Fund

General Account. The Trustee will disburse the amounts held in the General Account for the following purposes and, in the event of insufficient funds to make all of such required disbursements, in the following order of priority:

- (a) On or before each Interest Payment Date, to the Registered Owners such amount (including Investment Securities held by the Trustee maturing or callable on or before the applicable Interest Payment Date) as may be necessary to pay the principal and interest coming due on the Series 2019 Bonds on such Interest Payment Date.
- (b) At such times as shall be necessary, to pay Program Expenses.
- (c) On or before 30 days after each anniversary of the issuance of the Series 2019 Bonds, the amounts, if any, to be transferred to the Rebate Fund as provided in the Tax Certificate provided by the Bank under the Indenture.
- (d) After making all required payments under subparagraphs (a) through (c) above, the Trustee shall make a determination of the amounts reasonably expected to be received in the form of cash in the succeeding 12 months and shall transfer all moneys in the General Account,

which, together with such expected receipts for the succeeding 12 months, are in excess of the amounts needed to pay principal and interest on the Series 2019 Bonds within the immediately succeeding 12-month period, to the City at the request of the City with the prior written approval of the Bank.

Bond Issuance Expense Account. Upon the Trustee's receipt of invoices or requisitions acceptable to the City and the Bank, the Trustee will disburse the amounts held in the Bond Issuance Expense Account for the payment of the Costs of Issuance of the Series 2019 Bonds and the City Bond or to reimburse the Bank or the City for amounts previously advanced for such costs. On the date which is 60 days after the date of issuance of the Series 2019 Bonds, any amounts remaining in the Bond Issuance Expense Account will be transferred to the General Account.

Purchase Account. Upon submission of duly authorized written requisitions of an Authorized Officer of the Bank stating that all requirements for purchases under the Act, the Indenture and the established policies of the Bank have been or will be met, the Trustee will disburse the amounts held in the Purchase Account for the purchase of the City Bond. Upon purchase of the City Bond, the City will provide for the deposit of such funds in the 2019 Construction Fund of the City established under the City Bond Resolution, which fund will be used by the City to finance a portion of the cost of the City Project. Any amounts remaining in the Purchase Account after the purchase of the City Bond shall be transferred to the General Account.

Redemption Account. The Trustee will deposit in the Redemption Account all moneys received upon the sale or redemption prior to maturity of the City Bond or otherwise received under the Indenture, and will disburse the funds in the Redemption Account to redeem Series 2019 Bonds of such maturity or maturities as directed by an Authorized Officer if such Bonds are then subject to redemption.

Rebate Fund

Upon the direction of the Bank and in accordance with the Tax Certificate, the Trustee will deposit amounts for the benefit of the Bank from the General Account in the General Fund or otherwise into the Rebate Fund and will deposit into the Rebate Fund all income from investments in the Rebate Fund. In the event and to the extent that amounts in the Rebate Fund exceed the amounts required to be rebated to the United States of America, the Trustee will transfer such excess amounts to the General Account in the General Fund upon the direction of the Bank in accordance with the Tax Certificate.

Not later than 60 days after _____ 1, 2024, and at intervals of every five years thereafter, upon the written request of the Bank, the Trustee will pay to the United States of America 100% of the amount required to be paid to the United States of America as of such payment date provided that direction from the Bank for transfer of such amount to the Rebate Fund has been previously received by the Trustee pursuant to the provisions of Section 6.09(b) of the Indenture, and further provided that funds were available in the General Account of the General Fund to fund 100% of the amount required to be on deposit in the Rebate Fund as of such payment date. Each payment to the United States of America will be accompanied by a statement of the Bank summarizing the determination of the amount of such payment, together with copies of any reports originally filed with the Internal Revenue Service with respect to the Series 2019 Bonds.

With respect to the Rebate Fund, the Bank may direct the Trustee to proceed other than as set forth in the Indenture and described above by delivering to the Trustee amended Tax Certificate accompanied by an Opinion of Bond Counsel to the effect that the provisions of the amended Tax Certificate will not adversely affect the exclusion from gross income for federal income tax purposes of the interest on the Series 2019 Bonds.

Amounts Remaining in Funds

Any amounts remaining in any Fund or Account after full payment of all of the Series 2019 Bonds outstanding under the Indenture, all required rebates to the United States of America and the fees,

charges and expenses of the Trustee, will be distributed to the City, except for any moneys owing to the Bank which shall be paid to such party and except as provided in Section 3.08 of the Indenture.

Investment of Funds

Any moneys held as part of any Fund or Account created under or pursuant to Article VI of the Indenture and the Rebate Fund shall be invested or reinvested by the Trustee as continuously as reasonably possible in such Investment Securities as may be directed by the Bank (such direction to be confirmed in writing). All such investments shall at all times be a part of the Fund or Account in which the moneys used to acquire such investments had been deposited; and, except as provided in Article VI, all income and profits on such investments, other than from moneys on deposit in the Rebate Fund or any Account created thereunder, shall be deposited as received in the General Account of the General Fund for the Funds and Accounts for the Series 2019 Bonds. The Trustee may make any and all such investments through its bond department or through the bond department of any financial institution which is an affiliate of the Trustee and may trade with itself or any of its affiliates in doing so. Moneys in separate Funds and Accounts for the Series 2019 Bonds may not be commingled for the purpose of investment or deposit. Under the Indenture, the Trustee and the Bank agree that all investments, and all instructions of the Bank to the Trustee with respect thereto shall be made in accordance with prudent investment standards reasonably expected to produce the greatest investment yields while seeking to preserve principal without causing any of the Series 2019 Bonds to be arbitrage bonds as defined in Section 148 of the Code. Any investment losses shall be charged to the Fund or Account in which moneys used to purchase such investment had been deposited. For so long as the Trustee is in compliance with the provisions of Section 8.01 of the Indenture, the Trustee shall not be liable for any investment losses. Moneys in any Fund or Account shall be invested in Investment Securities with a maturity date, or a redemption date determined by the owner of the Investment Securities at said owner's option, which shall coincide as nearly as practicable with times at which moneys in such Funds or Accounts will be required for the purposes thereof. The Trustee shall sell and reduce to cash a sufficient amount of such Investments in the respective Fund or Account whenever the cash balance therein is insufficient to pay the amounts contemplated to be paid therefrom at the time those amounts are to be paid. All investment income from the assets held in any Fund or Account, except for the Rebate Fund and any Accounts created thereunder, will be added to the General Account of the General Fund for the Funds and Accounts for the Series 2019 Bonds.

The Bank (a) has certified in the Indenture to the owners of the Series 2019 Bonds from time to time outstanding that moneys on deposit in any Fund or Account in connection with the Series 2019 Bonds, whether or not such moneys were derived from the proceeds of the sale of the Series 2019 Bonds or from any other sources, are not intended to be used in a manner which will cause the interest on the Series 2019 Bonds to lose the exclusion from gross income for federal income tax purposes; and (b) has covenanted in the Indenture with the owners of the Series 2019 Bonds from time to time outstanding that, so long as any of the Series 2019 Bonds remain outstanding, moneys on deposit in any Fund or Account established in connection with the Series 2019 Bonds, whether or not such moneys were derived from the proceeds of the sale of the Series 2019 Bonds or from any other source, will not be used in any manner which will cause the interest on the Series 2019 Bonds to become subject to federal income taxation.

THE INDENTURE

The following is a summary of certain provisions of the Indenture. This summary does not purport to be comprehensive or definitive. All references herein to the Indenture are qualified in their entirety by reference to such document, a copy of which may be obtained upon written request to the Bank.

Provisions for Issuance of Refunding Bonds

(a) All or any part of one or more series of Refunding Bonds may be issued under the Indenture, authenticated and delivered upon original issuance to refund all or any part of the Outstanding Bonds. Refunding Bonds shall be issued in a principal amount sufficient, together with other monies

available therefor, to accomplish such refunding and to make such deposits required by the provisions of the Act, the Indenture and by the Supplemental Indenture authorizing said Refunding Bonds.

(b) Refunding Bonds may be authenticated and delivered only upon receipt by the Trustee (in addition to the receipt by the Trustee of the documents required by Section 2.04 of the Indenture) of:

(i) Irrevocable instructions to the Trustee, satisfactory to it, to give due notice of redemption of all the Series 2019 Bonds to be refunded on the redemption date specified in such instructions;

(ii) Irrevocable instructions to the Trustee, satisfactory to it, to give due notice provided for in Section 4.05 of the Indenture to the owners of the Series 2019 Bonds being refunded (which may be a conditional notice of redemption); and

(iii) Either (A) monies in an amount sufficient to effect timely payment at the Redemption Price or principal payment amount of the Series 2019 Bonds to be refunded or paid, respectively, together with accrued interest on such Series 2019 Bonds to the redemption or maturity date and all necessary and appropriate fees and expenses of the Trustee, which monies shall be held by the Trustee or an escrow agent approved by the City in a separate account irrevocably in trust for and assigned to the respective owners of the Series 2019 Bonds to be refunded or paid, or (B) Governmental Obligations in such principal amounts, of such maturities, bearing such interest, and otherwise having such terms and qualifications, as shall be necessary to comply with the provisions of Article IX of the Indenture which Governmental Obligations shall be held in trust and used only as provided in said Article.

Mutilated, Lost, Stolen or Destroyed Bonds

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

Registration, Transfer and Exchange of Bonds; Persons Treated as Owners

The Bank shall cause records for the registration and for the transfer of the Bonds to be kept by the Trustee at its Principal Office, and the Trustee is constituted and appointed the bond registrar of the Bank for the Bonds. At reasonable times and under reasonable regulations established by the Trustee, said records may be inspected and prepared by the Bank or by Beneficial Owners (or a designated representative thereof) of five percent or more in aggregate principal amount of the Bonds then Outstanding.

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

with respect to the transfer or exchange. The execution by the Bank of any Bond of any denomination shall constitute full and due authorization of such denomination and the Trustee shall thereby be authorized to authenticate and deliver such Bond.

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

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

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

Nonpresentment of Bonds

In the event any Bond shall not be presented for payment when the principal thereof comes due, either at maturity or at the date fixed for redemption thereof, or otherwise, if funds sufficient to pay such Bond shall have been made available to the Trustee for the benefit of the owner thereof, all liability of the Bank to the owner thereof for the payment of such Bond shall forthwith cease, terminate and be completely discharged, and thereupon it shall be the duty of the Trustee to hold such funds for four years, for the benefit of the owner of such Bond, without liability for interest thereon to such owner, who shall thereafter be restricted exclusively to such funds, for any claim of whatever nature on his part under the Indenture or on, or with respect to, said Bond.

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

Other Obligations Payable from Revenues

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

Limitations on Obligations of Bank

The Series 2019 Bonds, together with interest thereon, shall be limited obligations of the Bank but payable solely from Revenues and shall be a valid claim of the respective owners thereof only against the Funds and Accounts, other than the Rebate Fund and any Accounts created thereunder, established under the Indenture and the City Bond acquired by the Trustee, all of which are assigned and pledged under the Indenture for the equal and ratable payment of the Series 2019 Bonds and shall be used for no other purpose than the payment of the Series 2019 Bonds, except as may be otherwise expressly authorized in the Indenture. The Series 2019 Bonds do not constitute a debt or liability or moral obligation of the State or of any political subdivision thereof under the constitution of the State or a pledge of the faith and credit or taxing power of the State or any political subdivision thereof, but shall be payable solely from the Revenues and funds pledged therefor in accordance with the Indenture including, without limitation, the avails of the full faith, credit and taxing power of the City derived or to be derived from City Bond Payments made in respect of the City Bond pursuant to the City Bond Resolution. The issuance of

the Series 2019 Bonds under the provisions of the Act does not directly, indirectly or contingently, obligate the State or any political subdivision thereof to levy any form of taxation for the payment thereof or to make any appropriation for their payment and such Series 2019 Bonds and the interest payable thereon do not now and shall never constitute a debt of the State or any political subdivision thereof within the meaning of the constitution of the State or the statutes of the State and do not now and shall never constitute a charge against the credit or taxing power of the State or any political subdivision thereof; provided, however, that the City Bond is a general obligation of the City. Neither the State nor any agent, attorney, member or employee of the State or of the Bank, shall in any event be liable for the payment of the principal of, and premium, if any, or interest on the Series 2019 Bonds or damages, if any, for the nonperformance of any pledge, mortgage, obligation or agreement of any kind whatsoever which may be undertaken by the Bank. No breach by the Bank of any such pledge, mortgage, obligation or agreement may impose any liability, pecuniary or otherwise, upon the State or any of the State's or the Bank's agents, members, attorneys, and employees or any charge upon the general credit of the State or a charge against the taxing power of the State or any political subdivision thereof. In the Bank Act, the State has pledged and agreed with the holders of any Series 2019 Bonds that the State will not limit or alter the rights hereby vested in the Bank to fulfill the terms of any agreements made with the said Bondholders or in any way impair the rights and remedies of such holders until such Series 2019 Bonds, together with the interest thereon, with interest on any unpaid installments of interest, and all costs and expenses in connection with any action or proceeding by or on behalf of such holders of Series 2019 Bonds are fully met and discharged.

Payment of Debt Service

The Bank covenants and agrees under the Indenture that it will promptly pay the principal of, Redemption Price and interest on every Bond issued under the Indenture at the place, on the dates and in the manner provided in the Indenture and in said Bonds according to the true intent and meaning thereof, provided that the principal, Redemption Price and interest are payable by the Bank solely from the Revenues and any other funds or assets constituting the Trust Estate pledged to the Trustee as security by the Bank to the extent of that pledge.

Performance of Covenants; Bank

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

Discharge of Indenture

Except as provided herein below, if payment or provision for payment is made to the Trustee, of the principal of, premium, if any, and interest due and to become due on the Bonds at the times and in the manner stipulated therein, and there is paid or caused to be paid to the Trustee all sums of money due and to become due according to the provisions of the Indenture, and all other amounts due under the Indenture have been paid in full, then the Trust Estate and rights granted under the Indenture shall cease, terminate and be void, whereupon the Trustee shall cancel and discharge the lien of the Indenture, and execute and deliver to the Bank such instruments in writing as shall be requisite to cancel and discharge the lien of the Indenture, and release, assign and deliver unto the Bank any and all estate, right, title and interest in and to any and all rights assigned or pledged to the Trustee by the Indenture or otherwise subject to the lien of the Indenture, except moneys or securities held by the Trustee for the payment of the principal of, premium, if any, and interest on the Bonds.

Any Bond shall be deemed to be paid within the meaning of the Indenture when (a) payment of the principal of (and premium, if any, on) such Bond and interest thereon to the due date thereof (whether such due date be by reason of maturity or upon redemption or otherwise), either (i) shall have been made or caused to have been made in accordance with the terms thereof, or (ii) shall have been provided for by irrevocably depositing with the Trustee or other financial institution (which must meet the requirements of the Indenture) which provides services as escrow agent for the Bank (an "Escrow Agent"), in trust and exclusively for such payment, (A) moneys sufficient to make such payment or (B) Governmental Obligations maturing as to principal and interest in such amounts and at such times, without consideration of any reinvestment thereof, as will insure the availability of sufficient moneys to make such payment, or (C) a combination of such moneys and Governmental Obligations, and (b) all necessary and proper fees and expenses of the Trustee pertaining to the Bonds, including the amount, if any, required to be rebated to the United States of America in accordance with the Tax Certificate and the Indenture, with respect to which such deposit is made, shall have been paid or deposited with the Trustee.

Notwithstanding the foregoing, in the case of Bonds which by their terms may be redeemed prior to their stated maturity, no deposit under the immediately preceding paragraph shall be deemed a payment of such Bonds as aforesaid until the Bank shall have given the Trustee, in a form satisfactory to the Trustee, irrevocable instructions:

(x) stating the date when the principal of each such Bond is to be paid, whether at maturity or on a redemption date (which shall be any redemption date permitted by the Indenture);

(y) to timely call for redemption pursuant to the Indenture any Bonds to be redeemed prior to maturity pursuant to (x) of this paragraph; and

(z) to timely mail, in the manner prescribed by Article IV of the Indenture, a notice to the owners of such Bonds satisfying the requirements thereof.

Any monies so deposited with the Trustee or the Escrow Agent as provided above may at the direction of the Bank also be invested and reinvested in Governmental Obligations, maturing in the amounts and times as hereinbefore set forth, and all income from all Governmental Obligations in the possession of the Trustee as described hereinabove which is not required for the payment of the Bonds and interest thereon with respect to which such monies shall have been so deposited, shall be deposited in the General Account, as and when and collected for use and application as are other monies deposited in such General Account.

Notwithstanding any provision of the Indenture to the contrary, all moneys or Governmental Obligations set aside and held in trust pursuant to the Indenture for the payment of Bonds (including interest thereon but excluding any amounts, if any, set aside for rebate to the United States of America in accordance with the Tax Certificate and the Indenture) shall be applied to and used solely for the payment of the particular Bonds (including interest thereon) with respect to which such moneys or obligations have been set aside in trust.

Upon the deposit with the Trustee or Escrow Agent, in trust, at or before maturity, of money or Governmental Obligations in the necessary amount to pay or redeem all Outstanding Bonds as aforesaid (whether upon or prior to their maturity or the redemption date of such Bonds), provided that if such Bonds are to be redeemed prior to the maturity thereof, notice of such redemption shall have been given as provided in the Indenture, or provisions satisfactory to the Trustee shall have been made for the giving of such notice, and compliance with the other payment requirements of the Indenture, the Indenture may be discharged in accordance with the provisions thereof but the limited liability of the Bank in respect of such Bonds shall continue provided that the owners thereof shall thereafter be entitled to payment only out of the moneys or Governmental Obligations deposited with the Trustee or Escrow Agent as aforesaid.

Defaults; Events of Default

If any of the following events occurs, it is defined as and declared to be and to constitute an "Event of Default" under the Indenture:

- (a) Default in the due and punctual payment of any interest on any Bond; or
- (b) Default in the due and punctual payment of the principal of any Bond whether at the stated maturity thereof or on any date fixed for redemption; or
- (c) Failure of the Bank to remit to the Trustee within the time limits prescribed in the Indenture any moneys which are required by the Indenture to be so remitted; or
- (d) Default in the performance or observance of any other of the covenants, agreements or conditions on the part of the Bank contained in the Indenture or in the Bonds and failure to remedy the same within the time provided in, and after notice thereof pursuant to, the Indenture; or
- (e) Any warranty, representation or other statement by or on behalf of the Bank contained in the Indenture or in any instrument furnished in compliance with or in reference to the Indenture is false or misleading, when made, in any material respect, and failure to remedy the same within the time provided in, and after notice thereof pursuant to, the Indenture; or
- (f) A petition is filed against the Bank under any bankruptcy, reorganization, arrangement, insolvency, readjustment of debt, dissolution or liquidation law of any jurisdiction whether now or hereafter in effect and is not dismissed within 60 days after such filing; or
- (g) The Bank files a petition in voluntary bankruptcy or seeking relief under any provisions of any bankruptcy, reorganization, arrangement, insolvency, adjustment of debt, dissolution or liquidation law of any jurisdiction whether now or hereafter in effect, or consents to the filing of any petition against it under such law; or
- (h) The Bank is generally not paying its debts as such debts become due, or becomes insolvent or bankrupt, or makes an assignment for the benefit of creditors, or a liquidator or trustee of the Bank or any of its property is appointed by court order or otherwise takes possession of such property and such order remains in effect or such possession continues for more than 60 days; or
- (i) Default in the due and punctual payment of any interest or principal on the City Bond; or
- (j) There is a default under the City Bond and/or the City Bond Resolution.

Remedies; Rights of Bondholders

Upon the occurrence of an Event of Default, the Trustee shall, in its discretion, except for Events of Default under paragraphs (a), (b), (i) and (j) above, notify the owners of all Bonds Outstanding of such Event of Default by registered or certified mail, and will have the following rights and remedies:

- (a) The Trustee may pursue any available remedy at law or in equity or by statute to enforce the payment of the principal of and interest on the Bonds Outstanding, including enforcement of any rights of the Bank or the Trustee under the City Bond, including, but not limited to, acceleration thereof.
- (b) The Trustee may by action or suit in equity require the Bank to account as if it were the trustee of an express trust for the holders of the Bonds and may take such action with respect to the City Bond as the Trustee deems necessary or appropriate and in the best interest of the Bondholders, subject to the terms of the City Bond.
- (c) Upon the filing of a suit or other commencement of judicial proceedings to enforce any rights of the Trustee and of the Bondholders under the Indenture, the Trustee will be entitled, as a matter of right, to the appointment of a receiver or receivers of the Trust Estate and of the Revenues, issues, earnings, income, products and profits thereof, pending such proceedings, with such powers as the court making such appointment shall confer.
- (d) The Trustee may declare the principal of and accrued interest on all Bonds to be due and payable immediately in accordance with the Indenture and the Act, by notice to the Bank and the City.

Upon the occurrence of an Event of Default, (a) if requested to do so by the holders of 25% or more in aggregate principal amount of all Bonds Outstanding, and (b) if secured and/or indemnified as provided in the Indenture, the Trustee shall be obligated to exercise such one or more of the rights, remedies and powers conferred by the Indenture as set forth above as the Trustee, being advised by Counsel, shall deem most expedient in the interests of the Bondholders.

No right or remedy by the terms of the Indenture conferred upon or reserved to the Trustee (or to the Bondholders) is intended to be exclusive of any other right or remedy, but each and every such right or remedy shall be cumulative and shall be in addition to any other right or remedy given to the Trustee or to the Bondholders under the Indenture or now or hereafter existing at law or in equity or by statute. The assertion or employment of any right or remedy shall not prevent the concurrent or subsequent assertion or employment of any other right or remedy.

No delay or omission to exercise any right or remedy accruing upon any Event of Default shall impair any such right or remedy or shall be construed to be a waiver of any such Event of Default or acquiescence therein, and every such right or remedy may be exercised from time to time and as often as may be deemed expedient.

No waiver of any Event of Default under the Indenture, whether by the Trustee or by the Bondholders, shall extend to or shall affect any subsequent Event of Default or shall impair any rights or remedies consequent thereon.

Rights of Bondholders to Direct Proceedings

Anything in the Indenture to the contrary notwithstanding, the Beneficial Owners of a majority in aggregate principal amount of Bonds Outstanding shall have the right, at any time during the continuance of an Event of Default, by an instrument or instruments in writing executed and delivered to the Trustee, to direct the time, method and place of conducting all proceedings to be taken in connection with the enforcement of the terms and conditions of the Indenture, or for the appointment of a receiver or any other proceedings under the Indenture; provided that such direction shall not be otherwise than in accordance with the provisions of law and of the Indenture.

Application of Moneys

All moneys received by the Trustee pursuant to any right or remedy given or action taken under the provisions of the Indenture (including moneys received by virtue of action taken under provisions of the City Bond) shall, after payment of the costs and expenses of the proceedings resulting in the collection of such moneys and payment of the expenses, liabilities and advances incurred or made by the Trustee and any other moneys owed to the Trustee under the Indenture, be deposited in the General Account and all moneys in such Account shall be applied as follows:

(a) Unless the principal of all the Bonds shall have become due and payable, all such moneys shall be applied:

FIRST - To the payment to the persons entitled thereto of all installments of interest then due on the Bonds, including interest on any past due principal of any Bond at the rate borne by such Bond, in the order of the maturity of the installments of such interest and, if the amount available shall not be sufficient to pay in full any particular installment, then to such payment ratably, according to the amounts due on such installments, to the persons entitled thereto, without any discrimination or privilege;

SECOND - To the payment to the persons entitled thereto of the unpaid principal of any of the Bonds which shall have become due either at maturity or pursuant to a call for redemption (other than Bonds called for redemption for the payment of which other moneys are held pursuant to the provisions of the Indenture), in the order of their due dates, and, if the amount available shall not be sufficient to pay in full the principal of Bonds due on any particular date, together with such interest, then to such payment ratably, according to the amount of principal due on such date, to the persons entitled thereto without any discrimination or privilege; and

THIRD - To be held for the payment to the persons entitled thereto as the same shall become due of the principal of and interest on the Bonds which may then become due either at maturity or upon call for redemption prior to maturity, and, if the amount available shall not be sufficient to pay in full the principal of and interest on Bonds due on any particular date, such payment shall be made ratably according to the amount of principal and interest due on such date to the persons entitled thereto without any discrimination or privilege.

(b) If the principal of all the Bonds shall have become due or shall have been declared due and payable, all such moneys shall be applied to the payment of the principal and interest then due and unpaid upon the Bonds, without preference or priority of principal over interest or of interest over principal, or of any installment of interest over any other installment of interest, or of any Bond over any other Bond, ratably, according to the amounts due respectively for principal and interest, to the persons entitled thereto without any discrimination or privilege.

Whenever moneys are to be applied as set forth above, such moneys shall be applied at such times, and from time to time, as the Trustee shall determine, having due regard for the amount of such moneys available for application and the likelihood of additional moneys becoming available for such application in the future. Whenever the Trustee shall apply such funds, it shall fix the date (which shall be an Interest Payment Date unless the Trustee shall deem another date more suitable) upon which such application is to be made and upon such date interest on the amounts of principal to be paid on such dates shall cease to accrue. The Trustee shall give such notice as it may deem appropriate of the deposit with it of any such moneys and of the fixing of any such date, and shall not be required to make payment of principal to the owner of any Bond until such Bond shall be presented to the Trustee for appropriate endorsement or for cancellation if fully paid.

Whenever all principal of and interest on all Bonds have been paid under the provisions of the Indenture and all expenses and charges of the Trustee have been paid and all other amounts due under the Indenture have been paid in full, any balance remaining in the General Account shall be paid as provided in Article VI of the Indenture.

Remedies Vested in the Trustee

All rights of action (including the right to file proof of claims) under the Indenture or under any of the Bonds may be enforced by the Trustee without the possession of any of the Bonds or the production thereof in any trial or other proceeding related thereto and any such suit or proceeding instituted by the Trustee shall be brought in its name as Trustee without the necessity of joining as plaintiffs or defendants any owners of the Bonds, and any recovery of judgment shall be for the equal and ratable benefit of the owners of all the Outstanding Bonds.

Rights and Remedies of Bondholders

No owner of any Bond shall have any right to institute any suit, action or proceeding at law or in equity for the enforcement of the Indenture or for the execution of any trust of the Indenture or for the appointment of a receiver or any other remedy under the Indenture, unless (a) a Default has occurred, (b) such Default shall have become an Event of Default and the Beneficial Owners of not less than 25% in aggregate principal amount of Bonds Outstanding shall have made written request to the Trustee and shall have offered it reasonable opportunity either to proceed to exercise the remedies granted under the Indenture or to institute such action, suit or proceeding in its own name, (c) such Beneficial Owners of Bonds have offered to the Trustee security and/or indemnity as provided in the Indenture, and (d) the Trustee has refused or for 60 days after receipt of such request and offer of security and/or indemnification has failed to exercise the remedies granted under the Indenture or to institute such action, suit or proceeding in its own name, and such request and offer of security and/or indemnity are declared under the Indenture in every case at the option of Trustee to be conditions precedent to the execution of the powers and trusts of the Indenture, and to any action or cause of action for the enforcement of the Indenture, or for the appointment of a receiver or for any other remedy under the Indenture; it being understood and intended that no one or more owners of the Bonds shall have any right in any manner whatsoever to affect, disturb or prejudice the lien of the Indenture by its, his, her or their action or to

enforce any right under the Indenture except in the manner provided in the Indenture, and that all proceedings at law or in equity shall be instituted, had and maintained in the manner provided in the Indenture and for the equal and ratable benefit of the owners of all Bonds Outstanding. However, nothing contained in the Indenture shall affect or impair the right of any Bondholder to enforce the payment of the principal of, premium, if any, and interest on any Bond at and after the maturity thereof, or the limited obligation of the Bank to pay the principal of, premium, if any, and interest on each of the Bonds issued under the Indenture to the respective owners thereof at the time and place, from the source and in the manner expressed in the Bonds.

Termination of Proceedings

In case the Trustee or any owner of any Bonds shall have proceeded to enforce any right under the Indenture by the appointment of a receiver or otherwise, and such proceedings shall have been discontinued or abandoned for any reason, or shall have been determined adversely, then and in every such case the Bank, the Trustee and the Bondholders shall be restored to their former positions and rights under the Indenture, respectively, and with regard to the property subject to the Indenture, and all rights, remedies and powers of the Trustee and the owners of the Bonds shall continue as if no such proceedings had ever taken place.

Waivers of Events of Default

The Trustee may at its discretion waive any Event of Default under the Indenture and its consequences, and shall do so upon the written request of the Beneficial Owners of (a) more than 66 2/3% in aggregate principal amount of all the Bonds then Outstanding in respect of which an Event of Default in the payment of principal or interest exists, or (b) more than 50% in aggregate principal amount of all Bonds then Outstanding in the case of any other Event of Default; provided, however, that there shall not be waived (x) any Event of Default in the payment of the principal of any Outstanding Bond at the date of maturity specified therein or (y) any Event of Default in the payment when due of the interest on any Outstanding Bond unless prior to such waiver all of the interest or all payments of principal when due, as the case may be, with interest on overdue principal at the rate borne by such Bond, and all expenses of the Trustee in connection with such Event of Default shall have been paid or provided for or (z) any Event of Default for nonpayment of Program Expenses. In case of any such waiver or rescission, or in case any proceeding taken by the Trustee on account of any such Event of Default shall have been discontinued or abandoned or determined adversely, then and in every such case the Bank, the Trustee and the Bondholders shall be restored to their former positions and rights under the Indenture, respectively, but no such waiver or rescission shall extend to any subsequent or other Event of Default or impair any rights consequent thereon.

Supplemental Indentures not Requiring Consent of Bondholders

The Bank and the Trustee may, without the consent of, or notice to, any of the Bondholders, enter into an indenture or indentures supplemental to the Indenture for any one or more of the following purposes:

- (a) To cure any ambiguity or formal defect or omission in the Indenture;
- (b) To grant to or confer upon the Trustee for the benefit of the Bondholders any additional benefits, rights, remedies, powers or authorities that may lawfully be granted to or conferred upon the Bondholders or the Trustee, or to make any change which, in the opinion of Bond Counsel, does not materially and adversely affect the interest of the owners of Outstanding Bonds and does not require unanimous consent of the Bondholders pursuant to the Indenture;
- (c) To subject to the Indenture additional Revenues, properties or collateral;
- (d) To modify, amend or supplement the Indenture or any indenture supplemental to the Indenture in such a manner as to permit the qualification of the Indenture and thereof under the Trust Indenture Act of 1939 or any similar federal statute hereafter in effect or to permit the qualification of the

Bonds for sale under the securities laws of the United States of America or of any of the states of the United States of America, and, if they so determine, to add to the Indenture or any indenture supplemental to the Indenture such other terms, conditions and provisions as may be permitted by said Trust Indenture Act of 1939 or similar federal statute;

(e) To evidence the appointment of a separate or co-trustee or the succession of a new Trustee under the Indenture or the succession of a new registrar and/or paying agent; and

(f) In connection with the issuance of Refunding Bonds.

Supplemental Indentures Requiring Consent of Bondholders

Exclusive of Supplemental Indentures provided for by the Indenture and subject to the terms and provisions contained in this paragraph, and not otherwise, the owners of not less than a majority in aggregate principal amount of the Bonds Outstanding which are affected (exclusive of Bonds held by the Bank), shall have the right, from time to time, anything contained in the Indenture to the contrary notwithstanding, to consent to and approve the execution by the Bank and the Trustee of such other indenture or indentures supplemental to the Indenture as shall be deemed necessary and desirable by the Trustee for the purpose of modifying, altering, amending, adding to or rescinding, in any particular, any of the terms or provisions contained in the Indenture or in any Supplemental Indenture; provided, however, that nothing in the Indenture contained shall permit, or be construed as permitting, without the consent of the owners of all then Outstanding Bonds, (a) an extension of the maturity of the principal of or the interest on any Bond issued under the Indenture, or (b) a reduction in the principal amount of any Bond or change in the rate of interest, or (c) a privilege or priority of any Bond or Bonds over any other Bond or Bonds, or (d) a reduction in the aggregate principal amount of the Bonds required for consent to such Supplemental Indenture, or (e) the creation of any lien securing any Bonds other than a lien ratably securing all of the Bonds Outstanding under the Indenture, or (f) any modification of the trusts, powers, rights, obligations, duties, remedies, immunities and privileges of the Trustee without the written consent of the Trustee.

If at any time the Bank shall request the Trustee to enter into any such Supplemental Indenture for any of the purposes set forth above, the Trustee shall, upon being satisfactorily secured and/or indemnified with respect to expenses, cause notice of the proposed execution of such Supplemental Indenture to be mailed by registered or certified mail to each owner of a Bond at the address shown on the registration records maintained by the Trustee. Such notice shall briefly set forth the nature of the proposed Supplemental Indenture and shall state that copies thereof are on file at the Principal Office of the Trustee for inspection by all Bondholders. If, within 60 days, or such longer period as shall be prescribed by the Bank, following the mailing of such notice, the owners of not less than 51% in aggregate principal amount of the Bonds Outstanding at the time of the execution of any such Supplemental Indenture (exclusive of Bonds held by the Bank) shall have consented to and approved the execution of such Supplemental Indenture as provided in the Indenture, no owner of any Bond shall have any right to object to any of the terms and provisions contained therein, or the operation thereof, or in any manner to question the propriety of the execution thereof, or to enjoin or restrain the Trustee or the Bank from executing the same or from taking any action pursuant to the provisions thereof. Upon the execution of any such Supplemental Indenture as permitted and provided above, the Indenture shall be and be deemed to be modified and amended in accordance therewith.

THE SERIES 2019 BONDS AS LEGAL INVESTMENTS

The Series 2019 Bonds are legal investments in which all public officers and public bodies of the State, its political subdivisions, all municipalities and municipal subdivisions, all insurance companies and associations, trust companies, savings banks and savings associations, investment companies and other persons carrying on a banking business, all administrators, guardians, executors, trustees and other fiduciaries, and all other persons may invest. The Series 2019 Bonds may properly and legally be deposited with and received by all public officers and bodies of the State or any agency or political subdivisions of the State and all municipalities and public corporations for any purpose for which the deposit of bonds or other obligations of the State is now or may hereafter be authorized by law.

LITIGATION

There is not now pending nor, to the Bank's knowledge, threatened any litigation restraining or enjoining the issuance, sale, execution or delivery of the Series 2019 Bonds or prohibiting the Bank from purchasing the City Bond with the proceeds of such Series 2019 Bonds or in any way contesting or affecting the validity of the Series 2019 Bonds, any proceedings of the Bank taken with respect to the issuance or sale thereof or the pledge or application of any moneys or security provided for the payment of the Series 2019 Bonds. The creation, organization or existence of the Bank or the title of any of the present directors or other officers of the Bank to their respective offices is not being contested.

There is not now pending nor, to the knowledge of the City, threatened any litigation restraining or enjoining the issuance, sale, execution or delivery of the City Bond or prohibiting the City from selling the City Bond to the Bank or in any way contesting or affecting the validity of the City Bond, any proceedings of the City taken with respect to the issuance or sale thereof or the pledge or application of any moneys or security provided for the payment of the City Bond.

TAX MATTERS

General

In the opinion of Butler Snow LLP, Ridgeland, Mississippi, interest on the Series 2019 Bonds is excludable from gross income for federal income tax purposes, pursuant to Section 103 of the Code and is not a specific preference item for purposes of the federal alternative minimum tax. The opinion of Bond Counsel is based on certain certifications, covenants and representations of the Bank and the City and is conditioned on continuing compliance therewith.

In the opinion of Bond Counsel, interest on the Series 2019 Bonds is exempt from all income taxation in the State of Mississippi under existing laws, regulations, rulings and judicial decisions. The opinion addresses only the exemption of interest on the Series 2019 Bonds under the income tax laws of the State of Mississippi and does not address the tax treatment of the Series 2019 Bonds in any other state or jurisdiction.

The Code imposes certain requirements which must be met subsequent to the issuance of the Series 2019 Bonds as a condition to the excludability from gross income of interest on the Series 2019 Bonds for federal tax purposes. Non-compliance with such requirements by the Bank or the City may cause interest on the Series 2019 Bonds to be includable in gross income for federal income tax purposes retroactive to their date of issue irrespective of the date on which such noncompliance occurs. Should the Series 2019 Bonds bear interest that is not excludable from gross income for federal income tax purposes, the market value of the Series 2019 Bonds would be materially and adversely affected.

The Indenture and the City Bond Resolution include covenants that (a) the Bank and the City will not take or fail to take any action with respect to the Series 2019 Bonds if such action or omission would result in the loss of the excludability from gross income for federal income tax purposes of interest on the Series 2019 Bonds, under Section 103 of the Code, and neither the Bank nor the City will act in any manner which would adversely affect such excludability; (b) the Bank and the City will not make any investment or do any other act or thing during the period that the Series 2019 Bonds are Outstanding which would cause the Series 2019 Bonds to be "arbitrage bonds" within the meaning of Section 148 of the Code; and (c) if required by the Code, the Bank and the City will rebate any necessary amounts to the United States of America. It is not an "event of default" under the Indenture if interest on the Series 2019 Bonds is not excludable from gross income for federal tax purposes or otherwise pursuant to any provision of the Code.

Although Bond Counsel has rendered an opinion that interest on the Series 2019 Bonds is excludable from federal gross income and that the Series 2019 Bonds are exempt from all State of Mississippi income tax, the accrual or receipt of interest on the Series 2019 Bonds may otherwise affect a bondholder's federal income tax, Mississippi or other state tax liability. The nature and extent of these other tax consequences will depend upon the bondholder's particular tax status and a bondholder's other

items of income or deduction. Taxpayers who may be affected by such other tax consequences include, without limitation, financial institutions, certain insurance companies, S corporations, certain foreign corporations, individual recipients of Social Security or railroad retirement benefits and taxpayers who may be deemed to have incurred (or continued) indebtedness to purchase or carry the Series 2019 Bonds. Bond Counsel expresses no opinion regarding any other such federal or state tax consequences. Prospective purchasers of the Series 2019 Bonds should consult their own tax advisors with regard to the other tax consequences of owning the Series 2019 Bonds.

Original Issue Premium Bonds

The Series 2019 Bonds that have an original yield below their respective interest rates, as shown on the inside cover of this Official Statement (collectively, the "Premium Bonds"), are being sold at a premium. An amount equal to the excess of the issue price of a Premium Bond over its stated redemption price at maturity constitutes premium on such Premium Bond. A purchaser of a Premium Bond must amortize any premium over such Premium Bond's term using constant yield principles, based on the purchaser's yield to maturity (or, in the case of Premium Bonds callable prior to their maturity, generally by amortizing the premium to the call date, based on the purchaser's yield to the call date and giving effect to any call premium). As premium is amortized, the amount of the amortization offsets a corresponding amount of interest for the period, and the purchaser's basis in such Premium Bond is reduced by a corresponding amount resulting in an increase in the gain (or decrease in the loss) to be recognized for federal income tax purposes upon a sale or disposition of such Premium Bond prior to its maturity. Even though the purchaser's basis may be reduced, no federal income tax deduction is allowed. Purchasers of the Premium Bonds should consult their tax advisors with respect to the determination and treatment of premium for federal income tax purposes and with respect to the state and local tax consequences of owning a Premium Bond.

Original Issue Discount Bonds

The Series 2019 Bonds that have an original yield above their respective interest rates, as shown on the inside cover of this Official Statement (collectively, the "Discount Bonds"), are being sold at an original issue discount. The difference between the initial public offering prices of such Discount Bonds and their stated amounts to be paid at maturity constitutes original issue discount treated in the same manner for federal income tax purposes as interest, as described above.

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

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

Owners of Discount Bonds should consult their tax advisors with respect to the determination and treatment of original issue discount accrued as of any date, with respect to when such original issue

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

Backup Withholding

As a result of the enactment of the Tax Increase Prevention and Reconciliation Act of 2005, interest on federally tax-exempt obligations such as the Series 2019 Bonds is subject to information reporting in a manner similar to interest paid on taxable obligations. Backup withholding may be imposed on payments to any owner of the Series 2019 Bonds that fail to provide certain required information including an accurate taxpayer identification number to any person required to collect such information pursuant to Section 6049 of the Code. The reporting requirement does not in and of itself affect or alter the excludability of interest on the Series 2019 Bonds from gross income for federal income tax purposes or any other federal tax consequence of purchasing, holding or selling federally tax-exempt obligations.

Changes in Federal and State Tax Law

From time to time, there are legislative proposals in the Congress and in the states that, if enacted, could alter or amend the federal and state tax matters referred to under this heading "TAX MATTERS" or adversely affect the market value of the Series 2019 Bonds. It cannot be predicted whether or in what form any such proposal might be enacted or whether if enacted it would apply to bonds issued prior to enactment. In addition, regulatory actions are from time to time announced or proposed and litigation is threatened or commenced which, if implemented or concluded in a particular manner, could adversely affect the market value of the Series 2019 Bonds. It cannot be predicted whether any such regulatory action will be implemented, how any particular litigation or judicial action will be resolved, or whether the Series 2019 Bonds or the market value thereof would be impacted thereby. Purchasers of the Series 2019 Bonds should consult their tax advisors regarding any pending or proposed legislation, regulatory initiatives or litigation. The opinions expressed by Bond Counsel are based on existing legislation and regulations as interpreted by relevant judicial and regulatory authorities as of the date of issuance and delivery of the Series 2019 Bonds, and Bond Counsel has expressed no opinion as of any date subsequent thereto or with respect to any pending legislation, regulatory initiatives or litigation.

PROSPECTIVE PURCHASERS OF THE SERIES 2019 BONDS ARE ADVISED TO CONSULT THEIR OWN TAX ADVISORS PRIOR TO ANY PURCHASE OF THE SERIES 2019 BONDS AS TO THE IMPACT OF THE CODE UPON THEIR ACQUISITION, HOLDING OR DISPOSITION OF THE SERIES 2019 BONDS.

LEGAL MATTERS

Certain legal matters incident to the authorization and issuance of the Series 2019 Bonds by the Bank are subject to the approval of Bond Counsel, whose approving opinion will be delivered concurrently with the delivery of the Series 2019 Bonds. Bond Counsel has not been requested to review any information contained in this Official Statement or the Appendices hereto, other than the information pertaining to the Series 2019 Bonds under the captions "SECURITY AND SOURCES OF PAYMENT FOR THE SERIES 2019 BONDS," "DESCRIPTION OF THE SERIES 2019 BONDS," "FUNDS AND ACCOUNTS," "OPERATION OF FUNDS AND ACCOUNTS," "THE INDENTURE," "TAX MATTERS," "LEGAL MATTERS," "CONTINUING DISCLOSURE," and in APPENDIX D - FORM OF OPINION OF BOND COUNSEL, and expresses no opinion thereon and assumes no responsibility in connection therewith. Certain legal matters will be passed upon for the Bank by its counsel, Balch & Bingham, LLP, Jackson, Mississippi, and for the City by its counsel, Bordis & Danos, PLLC, Ocean Springs, Mississippi.

Bond Counsel is also serving as Bond Counsel for the City in connection with the issuance and sale of the City Bond.

The remedies available to the Trustee, to the Bank or to the owners of the Series 2019 Bonds upon an "event of default" under the Indenture or under the terms of the City Bond purchased by the Bank are in many respects dependent upon judicial actions which are often subject to discretion and delay. Under existing constitutional and statutory law and judicial decisions, including specifically the Bankruptcy Code, the remedies provided in the Indenture and under the City Bond may not be readily available or may be limited. The various legal opinions to be delivered concurrently with the delivery of the Series 2019 Bonds will be qualified as to the enforceability of the various legal instruments by limitations imposed by bankruptcy, reorganization, insolvency or other similar laws affecting the rights of creditors generally (regardless of whether such enforceability is considered in a proceeding in equity or in law), by general principles of equity (regardless of whether such proceeding is considered in a proceeding in equity or at law) and by the valid exercise of the constitutional powers of the State and the United States of America.

CONTINUING DISCLOSURE

The City has covenanted for the benefit of the owners of the Series 2019 Bonds to provide certain financial information and operating data relating to the City within twelve months after the end of each fiscal year of the City beginning with the fiscal year ending on September 30, 2019 (the "Annual Report"), and to provide notices of the occurrence of certain enumerated events, in certain cases if deemed material under federal laws. The Annual Report and notices of material events will be filed by the City with (a) the Municipal Securities Rulemaking Board (the "MSRB") through MSRB's Electronic Municipal Market Assess system at <http://emma.msrb.org> ("EMMA") in the electronic format then prescribed by the Securities and Exchange Commission (the "SEC") pursuant to SEC Rule 15c2-12(b)(5) (the "Rule"), and with (b) any public or private repository or entity designated by a state as a State Repository, if any, for the purposes of the Rule. This information will be made available free to securities brokers and the general public through EMMA. For the procedures for all filings and notices due to the MSRB, instructions will be provided on the following website for MSRB: <http://emma.msrb.org>. The specific nature of the information to be contained in the Annual Report or the notices of material events is summarized in APPENDIX F to this Official Statement. These covenants have been made in order to assist the Underwriter in complying with the Rule.

[There have been instances in the last five years in which the City has failed to timely file its audited financial statements, unaudited financial information and certain annual financial information and operating data as required by its prior continuing disclosure undertakings. In addition, there have been instances in which some tables included in its prior continuing disclosure undertakings were not included in every filing on EMMA. The City has adopted policies and procedures to ensure timely filing of its annual financial information (the "Policy"). Pursuant to the Policy, a staff designee of the City will appoint or engage a dissemination agent to assist in carrying out its obligations under the Policy and/or the staff designee will be responsible for submitting the information required under the Policy. In accordance with the Policy, the City has hired a dissemination agent to file the City's required annual report. The City has also adjusted the timing of its reporting deadline on future issues to 12 months to ensure timely filing.]

RATING

No application for a rating for the Series 2019 Bonds from a nationally recognized rating agency has been made and none is expected to be made.

UNDERWRITING

The Series 2019 Bonds are being purchased by the Underwriter listed on the cover page of this Official Statement. The Underwriter has agreed, subject to certain conditions, to purchase all of the Series 2019 Bonds from the Bank at a purchase price of \$_____, which is equal to the principal amount thereof plus a net original issue premium of \$_____ and minus the Underwriter's discount of \$_____. The Underwriter is obligated to purchase all the Series 2019 Bonds, if any are purchased, the obligation to make such purchases being subject to certain terms and conditions set forth in the Bond Purchase Agreement with respect to the Series 2019 Bonds, the approval of certain legal matters by counsel and certain other conditions.

MUNICIPAL ADVISOR

The City has retained the firm of Government Consultants, Inc. as an independent registered municipal advisor (the "Municipal Advisor") to the City in connection with the issuance of the Series 2019 Bonds. In such capacity the Municipal Advisor has provided recommendations and other financial guidance to the City with respect to the preparation of documents, the preparation for the sale of the Series 2019 Bonds and the time of the sale, market conditions and other factors related to the sale of the Series 2019 Bonds.

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

VALIDATION

The Series 2019 Bonds will be validated before the Chancery Court of the First Judicial District of Hinds County, Mississippi, as provided by Sections 31-13-1 to 31-13-11, Mississippi Code of 1972, as amended. The City Bond will be validated by the Chancery Court of Jackson County, Mississippi, as provided by Sections 31-13-1 to 31-13-11, Mississippi Code of 1972, as amended.

MISCELLANEOUS

The Bank's offices are located at 735 Riverside Drive, Suite 300, Jackson, Mississippi 39202, telephone (601) 355-6232.

All quotations from, and summaries and explanations of, the Act and the Indenture contained in this Official Statement do not purport to be complete, and reference is made to each such document or instrument for full and complete statements of their provisions. In the event a reference is made to the Act of Indenture, which does not related directly to the purpose for which the reference is made, then the section citation should be disregarded and the most sensible and related reference shall be considered and applied. The attached Appendices are an integral part of this Official Statement and must be read together with all of the foregoing statements. Copies in reasonable quantity of the Act, the Indenture and the supplemental materials furnished to the Bank by the City may be obtained upon request directed to the Bank.

Neither any advertisement of the Series 2019 Bonds nor this Official Statement is to be construed as constituting an agreement with the purchasers of the Series 2019 Bonds. So far as any statements are made in this Official Statement involving matters of opinion, whether or not expressly so stated, they are intended merely as such and not as representations of fact.

This Official Statement has been duly approved, executed and delivered by the Bank. The Bank will provide copies of this Official Statement to be distributed to the purchasers of the Series 2019 Bonds.

MISSISSIPPI DEVELOPMENT BANK

By: _____
Executive Director

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APPENDIX A
INFORMATION CONCERNING THE CITY

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INFORMATION CONCERNING THE CITY

General Description

The City of Gautier, Mississippi (the "City") was established in 1867 at the mouth of the Pascagoula River Basin by Fernando Gautier. The City was incorporated in 1986 and is located in Jackson County, Mississippi (the "County") and abuts the Mississippi Gulf Coast waterfront. The City is approximately 105 miles east of New Orleans, Louisiana, approximately 17 miles east of Biloxi, Mississippi, and approximately 182 miles south of Jackson, Mississippi, the capitol of Mississippi (the "State").

Population

City and State population figures have been recorded as follows:

	1990	2000	2010	2016 Estimate
City	10,130	11,681	18,572	18,541
State	2,573,216	2,844,658	2,967,297	2,988,726

SOURCE: Census Data information at website: www.census.gov; February 2019.

Government

The City is operates under a council-manager form of government. The City's governing authority is comprised of the Mayor and a six-member City Council (the "Council"), with five members of the Council being elected from designated wards or precincts, and the Mayor and one member of the Council being elected at large. The current Mayor and members of the Council, elected for concurrent four year terms expiring on July 1, 2021, are as follows:

Name	Occupation	Position Held Since
Phil Torjusen	Mayor	July, 2017
Mary Martin	Councilwoman At-Large	November, 2010
Cameron B. George	Councilman	July, 2017
Richard "DJ" Jackson	Councilman	July, 2017
Casey Vaughan	Councilman	July, 2013
Rusty Anderson	Councilman	July, 2013
Adam Colledge	Councilman	July, 2009

Major Employers

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

Employer	Employees	Product/Service
Huntington Ingalls	11,300	Naval Shipbuilding
Chevron Pascagoula Refinery	1,500 Full-time and 2,000+ Contract- workers	Petroleum Refinery
Singing River Health System	2,300	Healthcare
Signal International	1,550 full-time 700 Subcontractors	Marine and Fabrication services provider
VT Halter Marine, Inc.	1,700	Ship Manufacturing
Pascagoula-Gautier Public School District	1,302	Education
Jackson County Public School District	1,200	Education
Jackson County, MS	775	Inbound Call Center
SUPSHIP, Conversion & Repair	400	Government
MS Power	280	Utility
City of Pascagoula	275	Government
Wal-Mart Supercenter in Pascagoula	230	Retail

SOURCE: Jackson County Economic Development Foundation; February 2019.

Per Capita Income¹

Year	County	Mississippi	United States	County as % Of U.S.
2016	\$35,358	\$35,484	\$49,246	72%
2015	34,763	34,757	48,451	72
2014	34,191	34,213	46,494	74
2013	33,766	33,327	44,493	76
2012	33,928	32,920	44,282	77

¹ Per capita personal income was computed using Census Bureau midyear population estimates. Estimates for 2012-2016 reflect county population estimates available as of March 2017; last updated November 16, 2017.

SOURCE: Bureau of Economic Analysis: Regional Economic Accounts at website: www.bea.gov, 2012-2016; February 2019.

County Employment Statistics

	2012	2013	2014	2015	2016
Residence Based Employment					
Civilian Labor Force	6,890	6,500	6,430	6,400	6,180
Unemployed	700	650	550	500	480
Unemployment Rate	10.2	10.0	8.6	7.8	7.8
Employed	6,190	5,850	5,880	5,900	5,700
Establishment Based Employment					
Manufacturing	1,590	1,530	1,380	1,370	1,370
Non-manufacturing (Total)	2,800	2,720	2,680	2,590	2,480
Agriculture, Forestry, Fishing, Hunting	140	130	130	130	140
Mining	120	130	120	90	80
Utilities	30	30	30	30	20
Construction	170	120	120	90	50
Wholesale Trade	80	70	60	50	50
Retail Trade	360	360	340	340	330
Transportation & Warehousing	100	110	110	120	120
Information	140	130	130	130	130
Finance & Insurance	100	100	100	100	100
Real Estate, Rental & Leasing	50	40	40	30	20
Professional, Scientific & Technical Services	90	90	80	60	50
Management of Companies & Entertainment	20	20	20	20	20
Administrative Support & Waste Management	20	20	10	0	0
Educational Services	50	60	60	60	60
Health Care & Social Assistance	160	140	150	140	120
Arts, Entertainment & Recreation	0	0	0	0	0
Accommodation & Food Services	130	140	130	140	150
Other Services (except Public Administration)	70	60	70	100	100
Government	970	970	980	960	940
Education	440	430	430	420	410
Total Nonagricultural Employment	4,390	4,250	4,060	3,960	3,850

SOURCE: Annual Labor Force, Labor Market Information Department, Mississippi Employment Security Commission, February 2019. Note: This represents the most current information available as of February 2019.

County Unemployment Statistics

Year	Jan.	Feb.	Mar.	Apr.	May	Jun.	Jul.	Aug.	Sep.	Oct.	Nov.	Dec.	Annual Average
2013	10.6	9.7	9.0	8.5	9.2	9.6	8.9	8.2	8.5	8.7	8.1	8.2	8.9%
2014	8.9	8.5	8.2	7.4	8.3	8.6	8.5	7.7	7.6	7.5	7.2	7.5	8.0%
2015	8.0	7.1	6.7	6.4	7.4	7.7	7.4	6.4	6.6	6.7	6.7	7.1	7.0%
2016	7.1	6.8	6.3	6.0	6.6	7.3	6.8	6.3	6.5	6.4	5.8	6.5	6.5%
2017	7.2	5.5	5.4	5.0	5.9	6.5	6.6	5.6	5.4	5.1	5.2	5.3	5.7%

SOURCE: *Annual Labor Force Report*, Labor Market Information Department, Mississippi Employment Security Commission, February 2019. Note: This represents the most current information available as of February 2019.

Retail Sales

State Fiscal Year Ended June 30	Gautier
2017	\$174,079,615
2016	175,930,251
2015	167,817,984
2014	166,943,639
2013	175,199,039

SOURCE: *Annual Report* for each year shown, Mississippi Department of Revenue; February 2019.

Educational Facilities

The Pascagoula-Gautier School District (the "District") currently consists of the entire City of Gautier, most of the City of Pascagoula and certain outlying areas in Jackson County not located in the city limits of the City of Gautier and the City of Pascagoula. The District currently operates nineteen (19) schools - ten elementary schools (K-5), two middle schools (6-8), two sixth grade academies, two high schools (9-12), and three specialty schools. Currently the District employs a total of approximately 1,300 people, with approximately 650 of those being certified teachers.

Enrollment figures for the District's current scholastic year and the previous four years are as follows:

Scholastic Year	Enrollment
2017-18	7,054
2016-17	7,256

2015-16	7,227
2014-15	7,129
2013-14	7,152

SOURCE: Pascagoula-Gautier School District and Office of Research and Statistics, Mississippi Department of Education; February 2019.

Employee Benefits; Impact of GASB-68

The City has no pension plan or retirement plan for its employees. City employees are members of and contribute to the Mississippi Public Employees' Retirement System (PERS), a cost-sharing, multiple employer retirement system administered by the State for the benefit of its local governments and State personnel. Benefit provisions are established by State statute and may be amended from time to time only by the State Legislature.

In June 2012, the Government Accounting Standards Board issued Statement No. 68, Accounting and Financial Reporting for Pensions ("GASB-68"). The objective of GASB-68 is to improve accounting and financial reporting of government pensions. Also, GASB-68 improves information provided by government employers about financial support for pensions that is provided by other entities. Requirements of GASB-68 are effective for financial statements whose fiscal year begins after June 15, 2014 (Fiscal Year 2015 for the City).

Employer contribution rates are set by State statute. The percentage that an employer is required to contribute was increased from 14.26% to 15.75% effective July 1, 2013. The adequacy of these rates is assessed annually by actuarial valuation. As a result of the implementation of GASB-68 and based on the actuarial report of Cavanaugh McDonald Consulting, LLC for Fiscal Year 2017, the total unfunded actuarial accrued liability attributable to the City is \$11,636,376, based upon the City's percentage of total employer contributions to PERS. See page 37 of the City's Fiscal Year 2017 Audited Financial Statement.

TAX INFORMATION

Assessed Valuation¹

Assessment Year	Real Property	Personal Property ²	Public Utility Property	Total
2018				
2017	\$88,910,357	\$24,142,590	\$7,518,392	\$120,571,339
2016	88,951,909	22,960,414	7,448,723	119,361,046
2015	84,931,947 ³	22,026,196	8,377,308	115,335,451

¹ The total assessed valuation is approved in September preceding the fiscal year of the City and represents the value of real property, personal property and public utility property for the year indicated on which taxes are assessed for the following fiscal year's budget. For example, the taxes for the assessed valuation figures for 2017 are collected starting in January 2018 for the 2017-18 fiscal year budget of the City.

² Personal Property includes mobile homes and automobiles.

³ Decrease in real property assessed value due to the demolition of commercial property during the 2015 tax year, and subsequent adjustments to the tax rolls.

2014	89,505,278	23,885,955	8,356,674	121,747,907
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SOURCE: Jackson County Tax Assessor; February 2019.

Assessed valuations are based upon the following assessment ratios:

- (a) Real and personal property (excluding single-family owner-occupied residential real property and motor vehicles, respectively), fifteen percent (15%) of true value;
- (b) Single-family owner-occupied residential real property, ten percent (10%) of true value;
- (c) Motor vehicles and public utility property, thirty percent (30%) of true value.

The 1986 Session of the Mississippi Legislature adopted House Concurrent Resolution No. 41 (the "Resolution"), pursuant to which there was proposed an amendment to the Mississippi Constitution of 1890 (the "Amendment"). The Amendment provided, inter alia, that the assessment ratio of any one class of property shall not be more than three times the assessment ratio on any other class of property.

The Amendment set forth five classes of property and the assessment ratios which would be applicable thereto upon the adoption of the Amendment. The assessment ratios set forth in the Amendment are identical to those established by Section 27-35-4, Mississippi Code of 1972, as it existed prior to the Amendment, except that the assessment ratio for single-family, owner-occupied residential real property under the Amendment is set at ten percent (10%) of true value as opposed to fifteen percent (15%) of true value under previously existing law.

Procedure for Property Assessments

The Tax Assessor of Jackson County assesses all real and personal property subject to taxation in the County, including property in the City, except motor vehicles and property owned by public service corporations, both of which are required by law to be assessed by the Mississippi Department of Revenue.

Section 21-33-9, Mississippi Code of 1972, as amended, provides that the governing authorities of a municipality which is located within a county having completed a county-wide reappraisal approved by the Mississippi Department of Revenue and which has been furnished a true copy of that part of the county assessment roll containing the property located within a municipality as provided in Section 27-35-167, Mississippi Code of 1972, as amended, shall adopt such assessment rolls for its assessment purposes. The City is utilizing the assessment rolls of the County.

The City may not correct or revise such assessment rolls except for the purpose of conforming the municipal assessment roll to corrections or revisions made to the County assessment roll. All objections to the municipal assessment roll may be heard by the Board of Supervisors of the County at the time and in the manner that objections to the County assessment roll are heard. The Board of Supervisors shall notify, in writing, the Governing Body and the Tax Assessor of the City of any corrections or revisions made by it to the part of the County assessment roll adopted as the municipal assessment roll.

Tax Levy per \$1,000 Valuation⁴

⁴ Tax levy figures are given in mills.

	2018-19	2017-18	2016-17	2015-16	2014-15
General Purposes		30.09	26.79	26.79	26.79
Debt Service		8.11	8.11	8.11	8.11
Library		1.00	1.00	1.00	1.00
Public Safety		1.80	1.80	1.80	1.80
Total Levy		41.00	37.70	37.70	37.70

SOURCE: Office of the City Clerk; February 2019.

Ad Valorem Tax Collections of the City⁵

Fiscal Year Ended September 30	Amount Budgeted	Amount Collected	Difference Over/(Under)
2018			
2017	\$4,217,327	\$4,327,480	\$110,153
2016	4,107,909	4,113,896	5,987
2015	4,322,574	4,263,480	(59,094)
2014	3,217,821	3,183,344	(34,477)

SOURCE: Office of the City Clerk; February 2019.

Procedure for Tax Collections

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

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

⁵ Does not include school taxes.

Reappraisal of Property and Limitation on Ad Valorem Levies

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

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

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

Homestead Exemption

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

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

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

Largest Taxpayers

The ten largest taxpayers in the City of Gautier for assessment year 2017 are as follows:

Taxpayer	Assessed Valuation	Taxes Collected
SINGING RIVER EPA	6,585,489	270,005.05
LOWE'S HOME CENTERS, INC #2700	1,649,659	67,636.01
BIENVILLE MEDICAL	1,491,045	61,132.85
KLP TOULON APARTMENTS, LP	1,383,874	56,738.84
RESERVE OF GAUTER, LLC	755,468	30,974.19
OCEAN ESTATES II, LLC	698,489	28,637.70
VILLAS OF HICKORY HILLS, INC	682,322	27,975.21
BELK	526,198	21,574.12
JERRY LEE'S	510,104	20,914.26
MS APARTMENTS LLC	436,411	17,892.85
Totals:	\$14,719,0596	\$603,481.08

SOURCE: Office of the Jackson County Tax Collector; February 2019.

DEBT INFORMATION

Legal Debt Limit Statement

(As of February 1, 2019)

	15% Limit	20% Limit
Authorized Debt Limit (Last Completed Assessment for Taxation - \$120,571,339)		
Present Debt Subject to Debt Limits		
Margin for Further Debt Under Debt Limits		

Statutory Debt Limits

The City is subject to a general statutory debt limitation under which no municipality in the State may incur general obligation bonded indebtedness in an amount which will exceed fifteen percent (15%) of the assessed value of the taxable property within such municipality according to the last completed assessment for taxation.

In computing general obligation bonded indebtedness for purposes of such fifteen percent (15%) limitation, there may be deducted all bonds or other evidences of indebtedness issued for school, water and sewerage systems, gas and light and power purposes and for the construction of special improvements primarily chargeable to the property benefited, or for the purpose of paying a municipality's proportion of any betterment program, a portion of which is primarily chargeable to the property benefited. However, in no case may a municipality contract any indebtedness payable in whole or in part from proceeds of ad valorem taxes which, when added to all of its outstanding general obligation indebtedness, both bonded and floating, exceeds twenty percent (20%) of the assessed value of the taxable property within such municipality.

In arriving at the limitations set forth above, bonds issued for school purposes, bonds payable exclusively from the revenues of any municipally-owned utility, general obligation industrial bonds issued under the provisions of Sections 57-1-1 to 57-1-51, Mississippi Code of 1972, as amended, and special

assessment improvement bonds issued under the provisions of Sections 21-41-1 to 21-41-53, Mississippi Code of 1972, as amended, are not included. Also excluded from both limitations are contract obligations subject to annual appropriations.

Outstanding General Obligation Bonded Debt

(As of February 1, 2019)

Issue	Date of Issue	Outstanding Principal
General Obligation Katrina Loan Refunding Bonds, Series 2010	02/01/10	\$540,000
General Obligation Bonds, Series 2010	08/01/10	\$4,740,000
Total		\$5,280,000

Outstanding Water and Sewer Revenue Bond Debt

(As of February 1, 2019)

Issue	Date of Issue	Outstanding Principal
State Revolving Fund Loan #3 ⁶	01/06	\$636,265.46
State Revolving Fund Loan #4 ⁶	09/06	\$747,419.53
State Revolving Fund Loan #4 ⁶	10/06	\$970,628.05
State Revolving Fund Construction Loan #5 ⁶	06/08	\$234,226.01
State Revolving Fund Construction Loan #6 ⁶	09/09	\$462,190.32
State Revolving Fund Construction Loan #7 ⁶	09/09	\$1,135,404.90
Combined Utility System Revenue Refunding Bonds, Series 2012 ⁷	5/31/12	\$1,390,000.00
Promissory Note Relating to Mississippi Development Bank Special Obligation Bonds (Combined Utility System Revenue Project) ⁸	8/13/13	\$2,815,000.00
Combined Utility System Revenue Bonds, Series 2018	6/01/18	\$4,000,000.00
Total		

SOURCE: Office of the City Clerk; February 2019.

General Obligation Annual Debt Service Requirements

FY Ending September 30			
	Principal	Interest	Total

2019	600,000.00	180,627.51	780,627.51
2020	630,000.00	161,262.51	791,262.51
2021	370,000.00	145,868.76	515,868.76
2022	385,000.00	134,768.76	519,768.76
2023	405,000.00	122,256.26	527,256.26
2024	390,000.00	109,093.76	499,093.76
2025	400,000.00	95,443.76	495,443.76
2026	405,000.00	81,443.76	486,443.76
2027	415,000.00	66,762.50	481,762.50
2028	420,000.00	51,200.00	471,200.00
2029	425,000.00	34,400.00	459,400.00
2030	435,000.00	17,400.00	452,400.00
Total	\$5,280,000.00	\$1,200,527.28	\$6,480,527.58

SOURCE: Office of the City Clerk; February 2019.

Overlapping/Underlying General Obligation Indebtedness

(As of February 2019)

Political Subdivision	2010 Population	Current Assessed Valuation	General Obligation Bonded Debt	General Obligation Bonded Debt Per Capita
Jackson County ⁹	139,668	\$2,037,038,757	\$8,155,949	\$58.40

School District	Current Assessed Valuation	General Obligation Bonded Debt
Pascagoula-Gautier School District	\$1,030,082,460 ¹⁰	\$0.00 ¹¹

⁶ The SRF Loans of the State to the City were for the benefit of the City combined water and sewer system (the "System"). The SRF Loans have a lien on Revenues of the System; however, the debt service is collected by the Mississippi Department of Revenue by diverting sales tax collections prior to remittance of the sales tax to the City.

⁷ Payable solely from the revenues derived from the operation of the combined utility system of the City, subject to the prior payment of the reasonable and necessary expense of operating and maintaining the System and the payment of the SRF loans as described in the bond resolution.

⁸ Loan from the Mississippi Development Bank (the "Bank") secured by a Promissory Note under a Loan Agreement between the Bank and the City and is secured by revenues of the City derived from the operation of the combined utility system. The Promissory Note and Loan Agreement secure the Bank's \$3,500,000 Special Obligation Bonds, Series 2013 (Gautier, Mississippi Combined Utility System Revenue Project), dated August 13, 2013.

⁹Source: County Administrator, February 2018.

¹⁰ Source: County Administrator, February 2018.

¹¹ Source: School district's FY 2017 Audit.

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APPENDIX B
FINANCIAL INFORMATION CONCERNING THE CITY

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FISCAL YEAR 2017
AUDITED FINANCIAL STATEMENT

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FISCAL YEARS 2018 AND 2019 BUDGETS

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APPENDIX C

INFORMATION CONCERNING THE CITY BOND RESOLUTION AND THE CITY BOND

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THE CITY BOND AND THE CITY BOND RESOLUTION

General; Authorization and Purposes for Issuance

In order to provide moneys for the City Project, there has been authorized in accordance with the City Bond Act a bond of the City to be known and designated as City of Gautier, Mississippi Public Improvement General Obligation Bond, Series 2019, in the aggregate principal amount of \$_____ (the "City Bond"), pursuant to a resolution of the Mayor and City Council of the City (the "Governing Body") adopted on January 15, 2019 (the "City Bond Resolution").

Security

The City Bond will be a general obligation of the City. The City has covenanted to levy a special tax upon all of the taxable property within the geographical limits of the City, adequate and sufficient, after allowance shall have been made for the expenses of collection and delinquencies in the payment of taxes, to produce sums required for the payment of the principal of, premium, if any, and the interest on the City Bond. Said tax shall be extended upon the tax rolls and collected in the same manner and at the same time as other taxes of the City are collected, and the rate of tax which shall be so extended shall be sufficient in each year fully to produce the sums required as aforesaid, without limitation as to time, rate or amount; provided, however, that such tax levy for any year shall be abated *pro tanto* to the extent the City on or prior to September 1 of that year has transferred money to the bond fund for the City Bond, or has made other provisions for funds, to be applied toward the payment of the principal of and interest on the City Bond due during the ensuing fiscal year of the City, in accordance with the provisions of the City Bond Resolution. The avails of said tax are irrevocably pledged in the City Bond Resolution for the payment of the principal of, premium, if any, and interest on the City Bond as the same shall mature and accrue. The City Bond will never constitute an obligation of the State or any political subdivision of the State other than the City, and neither the full faith and credit nor taxing power of the State or any political subdivision thereof, other than the City, is pledged to the payment of such principal of, premium, if any, and interest on the City Bond.

The City Bond pledged under the Indenture and the City Bond Resolution and all of the rights, interests, powers, privileges and benefits accruing to or vested in the Bank under the City Bond pledged under the Indenture and the City Bond Resolution shall be protected and enforced in conformity with the Indenture and shall be thereby assigned by the Bank to the Trustee as security for the Series 2019 Bonds and may be exercised, protected and enforced for or on behalf of the Bondholders in conformity with the provisions of the City Bond Resolution and the Indenture.

Procedure

Concurrently with the issuance of the City Bond, the Bank will issue the Series 2019 Bonds, and the proceeds of the Series 2019 Bonds will be used to purchase the City Bond in accordance with the Act and in accordance with the terms and conditions of the Indenture and the City Bond Purchase Agreement. The proceeds of the City Bond are to be applied in accordance with Section 19 of the City Bond Resolution for payment of a portion of the costs of the City Project.

Payment of Principal, Premium, if any, and Interest

The City will duly and punctually pay the principal of, premium, if any, and interest on the City Bond pledged under the Indenture at the dates and the places and in the manner set forth in the City Bond. Notwithstanding any schedule of payments upon the City Bond pledged under the Indenture, the City agrees to make payments upon such obligations and be liable therefor at such times and in such amounts (including principal, premium, if any, and interest) so as to provide for payment of the principal of, premium, if any, and interest on the Series 2019 Bonds Outstanding under the Indenture at least five Business Days prior to when such amounts are due, whether upon a scheduled Interest Payment Date for the Series 2019 Bonds, at maturity or by mandatory redemption or acceleration of the Series 2019 Bonds.

Redemption of City Bond

The City shall only be permitted to redeem the City Bond pursuant to the City Bond Resolution to the extent and in the manner required to redeem the Series 2019 Bonds pursuant to the provisions of the Indenture.

Flow of Funds

Bond Fund. The City shall maintain with a qualified depository thereof the "City of Gautier, Mississippi Public Improvement General Obligation Bond, Series 2019 Bond Fund" (the "Bond Fund") in its name for the payment of the principal of, premium, if any, and interest on the City Bond and the payment of the Paying Agent's fees in connection therewith. There shall be deposited into the Bond Fund as and when received:

- (a) the avails of any of the taxes levied and collected pursuant to Section 14 of the City Bond Resolution;
- (b) any income received from the investment of moneys in the Bond Fund; and
- (c) any other funds available to the City which may be lawfully used for payment of the principal of, premium, if any, and interest on the City Bond or for other obligations of the City which may be due under the Indenture, and which the Governing Body, in its discretion, may direct to be deposited into the Bond Fund.

As long as any principal of, premium, if any, and interest on the City Bond or the Series 2019 Bonds remain outstanding and/or any other obligations of the City remain outstanding under the City Bond Resolution and the Indenture, the City shall withdraw from the Bond Fund sufficient moneys to make the payments (the "Payments") necessary to pay (i) the principal of, premium, if any, and interest coming due on the Series 2019 Bonds, and (ii) any additional payments necessary and required as obligations of the City under the City Bond Resolution or under the Indenture, including, but not limited to Program Expenses (as such term is defined in the Indenture), and to transfer same to the account of the Trustee in time to reach said Trustee at least five days prior to the date on which said interest or principal and interest or premium, if any, on the Series 2019 Bonds shall become due. The Trustee shall deposit all City Bond Payments received in the General Account of the General Fund of the Indenture or such other fund or account in the Indenture as so directed in the Indenture.

Construction Fund. The principal proceeds received by the City upon the sale of the City Bond shall be deposited with a qualified depository of the City in a special fund, created under the City Bond Resolution, in the name of the City designated the "City of Gautier, Mississippi Public Improvement General Obligation Bond, Series 2019 Construction Fund" (the "Construction Fund"). Monies deposited in the Construction Fund will be used by the City, to the extent permitted by law, (a) for the City Project; (b) to pay architectural, engineering, fiscal, paying agent, printing, accounting, construction manager, feasibility consultant, legal expenses and development expenses incurred in connection with the City Project; and (c) to pay costs related to any suits and proceedings in connection with the City Project, including any costs of settlement thereof. Any income received from investment of monies in the Construction Fund shall be deposited in the Construction Fund and shall be used for the costs of the Project. Any amounts which remain in the Construction Fund after the completion of the Project shall be transferred to the Bond Fund and used as permitted under the Code and State law.

APPENDIX D

FORM OF OPINION OF BOND COUNSEL

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**UPON THE DELIVERY OF THE SERIES 2019 BONDS, BUTLER SNOW LLP PROPOSES TO
DELIVER AN OPINION IN SUBSTANTIALLY THE FOLLOWING FORM:**

Mississippi Development Bank
Jackson, Mississippi

Re: \$_____ Mississippi Development Bank Special Obligation Bonds, Series 2019 (City of
Gautier, Mississippi Public Improvement General Obligation Bond Project), dated the date of
delivery thereof (the "Series 2019 Bonds")

Ladies and Gentlemen:

We have acted as Bond Counsel in connection with the issuance by the Mississippi Development Bank (the "Issuer") of the above described Series 2019 Bonds, pursuant to an Indenture of Trust (the "Indenture"), dated as of _____ 1, 2019, by and between the Issuer and _____, _____, Mississippi, as Trustee (the "Trustee"). We have examined the law and a certified transcript of proceedings of the Issuer relative to the authorization, issuance and sale of the Series 2019 Bonds and such other papers as we deem necessary to render this opinion, including the Issuer's tax covenants and representations made in the Indenture and tax certificates and the tax covenants and representations and certificates made by the City in a resolution (the "City Bond Resolution") adopted by the Mayor and City Council of the City on January 15, 2019 (collectively, the "Tax Representations and Covenants").

The Series 2019 Bonds are being issued under the authority of Sections 31-25-1 *et seq.*, Mississippi Code of 1972, as amended and supplemented from time to time (the "Issuer's Act"), and Sections 21-33-301 *et seq.*, Mississippi Code of 1972, as amended and supplemented from time to time (the "City's Bond Act" and together with the Issuer's Act, the "Act"), and a resolution of the Board of Directors of the Issuer adopted on February 13, 2019, and the City Bond Resolution (together, the "Resolution").

The Series 2019 Bonds are being issued for the purpose of providing funds to finance the costs of various capital improvements within the City, as more particularly described in the City Bond Resolution, and to pay the costs incident to the sale, issuance, and delivery of the Series 2019 Bonds and the City Bond (as described in the City Bond Resolution).

As to questions of fact material to our opinion, we have relied upon representations of the City and the Issuer, certified proceedings and other certifications of the City and the Issuer and other public officials furnished to us, and certifications furnished to us by or on behalf of the City and the Issuer regarding certain federal tax matters in connection with the issuance of the Series 2019 Bonds and the use of the proceeds thereof, without undertaking to verify the same by independent investigation. In all such examinations, we have assumed the genuineness of all signatures, the authenticity of all documents presented to us as originals, and the conformity to original documents of all copies submitted to us as certified, conformed, or photographic copies. As to certificates, we have assumed the same to be properly given and to be accurate.

We have relied upon the certified transcript of proceedings and other certificates of public officials, including the Tax Representations and Covenants, and have not undertaken to verify any facts by independent investigation.

Based on the foregoing and subject to the qualifications and assumptions herein, we are of the opinion on the date hereof that:

1. Such proceedings and proofs show lawful authority for the sale and issuance of the Series 2019 Bonds by the Issuer pursuant to the Constitution and laws of the State of Mississippi (the "State"), including the Act and the provisions of the Resolution.

2. The Series 2019 Bonds are legal, valid and binding limited obligations of the Issuer enforceable in accordance with the terms thereof. The Series 2019 Bonds are payable from and secured only by the certain payments and funds to be received by the Issuer and the Trustee and pledged to the Series 2019 Bonds under the Indenture.

3. The Indenture is a valid and binding agreement of the Issuer enforceable in accordance with its terms. The Indenture creates the valid pledge which it purports to create in the Funds and Accounts and the City Bond (as such terms are defined in the Indenture), including the investments thereof (excepting therefrom the Rebate Fund), subject to the application thereof to the purposes and on the conditions permitted by the Indenture.

4. Under existing statutes, regulations, rulings and court decisions, subject to the assumption stated below, interest on the Series 2019 Bonds is excludable from gross income for federal income tax purposes. Furthermore, interest on the Series 2019 Bonds is not a specific preference item for purposes of the federal alternative minimum tax. We express no opinion regarding other federal tax consequences resulting from the ownership of, receipt or accrual of interest on, or disposition of the Series 2019 Bonds. In rendering the opinion contained in this paragraph (d), we have assumed continuing compliance with the requirements of the Internal Revenue Code of 1986, as amended (the "Code"), that must be met after the issuance of the Series 2019 Bonds in order that interest on the Series 2019 Bonds not be includable in gross income for federal income tax purposes. The failure to meet such requirements may cause interest on the Series 2019 Bonds to be includable in gross income for federal income tax purposes retroactive to the date of issuance of the Series 2019 Bonds. The District and the Issuer have covenanted to comply with or to require compliance with the requirements of the Code in order to maintain the excludability of interest on the Series 2019 Bonds from gross income for federal income tax purposes. Owners of the Series 2019 Bonds should consult their own tax advisors as to the applicability and effect on their federal income taxes or any other collateral federal income tax consequences.

5. Under and pursuant to the Act, the Series 2019 Bonds and interest thereon are exempt from all income taxes imposed by the State.

It is to be understood that the rights of the holders of the Series 2019 Bonds and the enforceability thereof may be subject to bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting creditors' rights heretofore or hereinafter enacted and that their enforcement may be subject to the exercise of judicial discretion in accordance with general principles of equity.

In this opinion letter, issued in our capacity as Bond Counsel, we are opining only upon those matters set forth herein, and we are not passing upon the accuracy, adequacy or completeness of the Issuer's Official Statement or other statements made in connection with any offer or sale of the Series 2019 Bonds or upon any federal or state tax consequences arising from the receipt or accrual of interest on the ownership or disposition of the Series 2019 Bonds, except those specifically addressed herein, or upon any federal or state law with respect to the sale or distribution of the Series 2019 Bonds.

In rendering this opinion letter, we have acted as Bond Counsel for the sole purpose of rendering an opinion with respect to the legality and validity of the Series 2019 Bonds under the laws of the State and with respect to the excludability of the interest on the Series 2019 Bonds from federal and State income taxation.

This opinion letter is an expression of professional judgment regarding the matters expressly addressed herein. It is neither a guarantee of result nor an insurance policy with respect to the transaction or the future actions or performance of any party or entity. Our services have not included any financial or other non-legal advice. We express no opinion other than as herein expressly stated in this letter, and no expansion of our opinion may be made by implication or otherwise. The opinions herein are given as

of the date hereof and are based upon statutes, regulations, rulings and court decisions in effect on the date hereof and not as of any future date. It should be noted that material changes regarding matters of fact and applicable law may hereafter occur. We expressly disclaim any undertaking or responsibility to review, revise, update or supplement this opinion letter subsequent to its date for any reason or to advise you of any change in the law, whether by reason of legislative or regulatory action, by judicial decision or otherwise, or of any change of facts or circumstances or of any facts or circumstances that may hereafter come to our attention or for any other reason.

Capitalized terms not defined herein shall have the meanings ascribed to such terms in the Indenture.

Very truly yours,

BUTLER SNOW LLP

APPENDIX E
DEFINITIONS

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DEFINITIONS

In addition to any words and terms elsewhere defined herein, the following words and terms shall have the following meanings, unless the context or use in this Official Statement otherwise requires. Words of the masculine gender should be deemed and constructed to include correlative words of the female and neuter gender. Capitalized terms used and not defined herein shall have the meanings ascribed to them in the Indenture and the City Bond Resolution, as the case may be.

Accounts

"Accounts" means the accounts created pursuant to Article VI of the Indenture.

Act

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

Authorized Officer

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

Bank

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

Bank Act

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

Bankruptcy Code

"Bankruptcy Code" means 11 U.S.C. Section 100 *et seq.*, as amended or supplemented from time to time.

Beneficial Owner

"Beneficial Owner" means, whenever used with respect to a Bond, the person in whose name such Bond is recorded as the beneficial owner of such Bond by a DTC Participant on the records of such DTC Participant, or such person's subrogee.

Bond Counsel

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

Bond Issuance Expense Account

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

Bond Purchase Agreement

"Bond Purchase Agreement" means that certain Bond Purchase Agreement, dated the date of the sale of the Series 2019 Bonds, among the Underwriter, the Bank and the City in connection with the issuance and sale of the Series 2019 Bonds.

Bondholder

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

Bonds

"Bonds" means the Series 2019 Bonds and any Refunding Bonds issued pursuant to the terms and provisions of the Indenture.

Business Day

"Business Day" means any day other than (a) a Saturday, (b) a Sunday, (c) any other day on which banking institutions in New York, New York or Jackson, Mississippi, are authorized or required not to be open for the transaction of regular banking business, (e) any day the City Hall in Gautier, Mississippi is closed, or (f) a day on which the New York Stock Exchange is closed.

City

"City" means the City of Gautier, Mississippi, a "local governmental unit" under the Bank Act.

City Bond

"City Bond" means the \$_____ Public Improvement General Obligation Bond, Series 2019, issued by the City pursuant to the City Bond Resolution and registered to the Trustee as assignee of the Bank pursuant to the Indenture.

City Bond Act

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

City Bond Payment

"City Bond Payment" means the amounts paid or required to be paid, from time to time, for principal, premium, if any, and interest on the City Bond.

City Bond Purchase Agreement

"City Bond Purchase Agreement" means that certain City Bond Purchase Agreement, dated the date of the sale of the Series 2019 Bonds, by and between the City and the Bank in connection with the sale and issuance of the City Bond.

City Bond Resolution

"City Bond Resolution" means that certain Bond Resolution adopted by the Governing Body on January 15, 2019, in connection with the issuance of the City Bond.

City Project

"City Project" means providing financing to pay the costs of (a) constructing, improving, equipping or paving streets, sidewalks, driveways, parkways, public play grounds, walkways or public parking facilities, bridges, culverts and purchasing land therefor if necessary, (b) erecting, repairing, improving,

adorning, equipping and furnishing municipal buildings, (c) repairing, improving, and extending public utility plants or distribution systems, (d) repairing, improving and extending sanitary, storm, drainage or sewerage systems, and (e) financing other related purposes as authorized under the City Bond Act, including the costs of issuance of the Series 2019 Bonds and the City Bond, all as more particularly described in the City Bond Resolution and the City Bond Act.

Code

"Code" or "Internal Revenue Code" means the Internal Revenue Code of 1986, as amended, and all applicable Treasury Regulations promulgated thereunder.

Costs of Issuance

"Costs of Issuance" means items of expense payable or reimbursable, directly or indirectly, by the Bank and related to the authorization, sale, validation, issuance and/or delivery of the Series 2019 Bonds and the City Bond, which items of expense shall include, but not be limited to, printing costs, costs of reproducing documents, filing and recording fees, initial fees and charges of the Trustee, legal fees and charges, professional consultants' fees, costs of credit ratings, fees and charges for execution, transportation and safekeeping of Series 2019 Bonds, credit enhancements or liquidity facility fees, fees and expenses of the Underwriter, and other costs, charges and fees in connection with the foregoing.

Default

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

DTC

"DTC" means The Depository Trust Company, New York, New York.

DTC Participants

"DTC Participants" shall have the meaning ascribed thereto in Section 2.07 in the Indenture.

Event of Default

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

Fiscal Year

"Fiscal Year" means, when used with respect to the Bank, the Bank's fiscal year being the twelve (12) month period from July 1 through the following June 30 or such other fiscal year as may be established by the Bank and when used with respect to the City, the City's fiscal year being the twelve (12) month period from October 1 through the following September 30 or such other fiscal year as may be established by the City.

Funds

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

General Account

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

General Fund

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

Governing Body

"Governing Body" means the Mayor and City Council of the City.

Governmental Obligations

"Governmental Obligations" means to the extent permitted by State law (a) direct obligations of the United States of America; (b) obligations guaranteed as to principal and interest by the United States of America or any federal agency whose obligations are backed by the full faith and credit of the United States of America, including but not limited to: U. S. Treasury obligations, Farmers Home Administration (or the successor thereto), General Services Administration, Guaranteed Title XI financing, Government National Mortgage Association (GNMA); and (c) obligations of any state of the United States of America or any political subdivision thereof, the full payment of principal of, premium, if any, and interest on which (i) is fully and unconditionally guaranteed or insured by the United States of America, or (ii) is provided for by an irrevocable deposit of the securities described in clause (i) to the extent such investments are permitted by State law.

Indenture

"Indenture" means the Indenture of Trust, dated _____ 1, 2019, in connection with the Series 2019 Bonds, and all supplements and amendments entered into pursuant to Article XII of the Indenture.

Interest Payment Date

"Interest Payment Date" means any date on which interest is payable on the Bonds, and for the Series 2019 Bonds, means each _____ 1 and _____ 1, commencing _____ 1, 20____.

Investment Securities

"Investment Securities" means any of the following to the extent such investments are permitted by State law: (a) obligations of the State, any municipality of the State or the United States of America rated at least "A" by S&P or Moody's; (b) obligations the principal and interest of which are fully guaranteed by the State or the United States of America; (c) obligations of any corporation wholly owned by the United States of America; (d) obligations of any corporation sponsored by the United States of America which are or may become eligible as collateral for advances to member banks as determined by the Board of Governors of the Federal Reserve System; (e) obligations of insurance firms or other corporations whose investments are rated "AA" or better by recognized rating companies; (f) certificates of deposit or time deposits of qualified depositories of the State as approved by the State Depository Commission, secured in such manner, if any, as the Bank shall determine; (g) contracts for the purchase and sale of obligations of the type specified in items (a) through (e) above; (h) repurchase agreements secured by obligations specified in items (a) through (e) above; or (i) money market funds, rated "AAm" or "AAm-G" or better by S&P, the assets of which are required to be invested in obligations specified in items (a) through (f) above.

Local Governmental Unit

"Local Governmental Unit" means (a) any county, municipality, utility district, regional solid waste authority, county cooperative service district or political subdivision of the State, (b) the State or any agency thereof, (c) the institutions of higher learning of the State, (d) any education building corporation established for institutions of higher learning, or (e) any other governmental unit created under state law, such as the City. The City is a Local Governmental Unit under the Bank Act.

Moody's

"Moody's" means Moody's Investors Service, Inc., a Delaware corporation, its successors and assigns, and, if such corporation shall for any reason no longer perform the functions of a securities rating

agency, "Moody's" shall be deemed to refer to any other nationally recognized securities rating agency designated by the City (with the approval of the Bank), with written notice to the Trustee.

Opinion of Bond Counsel

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

Outstanding

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

- (a) Bonds canceled after purchase in the open market or because of payment at maturity;
- (b) Bonds deemed paid under Article IX of the Indenture; and
- (c) Bonds in lieu of which other Bonds have been authenticated under Section 3.04, 3.06 or 3.10 of the Indenture.

Paying Agent

"Paying Agent" means _____, _____, Mississippi, a [state][national] banking [corporation][association] organized and existing under the laws of the [State of _____][United States of America], or any successor thereto, acting as the Paying Agent for the City Bond under the City Bond Resolution.

Principal Office

"Principal Office" means, as it relates to the Trustee, the address for the Trustee set forth under the Indenture.

Program

"Program" means the program for purchasing Securities of Local Governmental Units by the Bank pursuant to the Bank Act.

Program Expenses

"Program Expenses" means all of the fees and expenses of the Trustee relating to the Series 2019 Bonds or City Bond and costs of determining the amount rebatable, if any, to the United States of America under Section 6.09 of the Indenture, all to the extent properly allocable to the Program and approved in writing by the Bank.

Project

"Project" means providing funds for the purpose of (a) purchasing the City Bond, (b) paying capitalized interest on the Series 2019 Bonds and the City Bond, if any, and (c) paying the Costs of Issuance.

Purchase Account

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

Rebate Fund

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

Record Date

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

Redemption Account

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

Redemption Price

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

Refunding Bonds

"Refunding Bonds" means bonds issued pursuant to Section 2.05 of the Indenture and any Supplemental Indenture.

Registered Owner

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

Related Documents

"Related Documents" means the Indenture and the City Bond Resolution.

Revenues

"Revenues" means the Funds and Accounts (except for the Rebate Fund) and all income, revenues and profits of the Funds and Accounts (except for the Rebate Fund) referred to in the granting clauses of the Indenture including, without limitation, all City Bond Payments and any additional amounts paid to the Trustee under the City Bond Resolution or from any other source whatsoever.

S&P

"S&P" means S&P Global Ratings, a Standard & Poor's Financial Services LLC business, its successors and assigns, and, if dissolved or liquidated or if it no longer performs the functions of a securities rating agency, "S&P" shall be deemed to refer to any other nationally recognized securities rating agency designated by the City (with the approval of the Bank), with written notice to the Trustee.

Securities

"Securities" means bonds, notes or other evidences of indebtedness issued by a Local Governmental Unit pursuant to the Bank Act including the City Bond.

Series 2019 Bonds

"Series 2019 Bonds" means the \$_____ Mississippi Development Bank Special Obligation Bonds, Series 2019 (City of Gautier, Mississippi Public Improvement General Obligation Bond Project) issued pursuant to Section 2.01 of the Indenture.

State

"State" means the State of Mississippi.

Supplemental Indenture

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

Trust Estate

"Trust Estate" means the property, rights, and amounts pledged and assigned to the Trustee as security for the Bonds, pursuant to the granting clauses of the Indenture.

Trustee

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

Underwriter

"Underwriter" means Duncan-Williams, Inc., Memphis, Tennessee.

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APPENDIX F
FORM OF CONTINUING DISCLOSURE AGREEMENT

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CONTINUING DISCLOSURE AGREEMENT

THIS CONTINUING DISCLOSURE AGREEMENT (this "Disclosure Agreement") is executed and delivered by the City of Gautier, Mississippi (the "City") in connection with the issuance of \$_____ Mississippi Development Bank Special Obligation Bonds, Series 2019 (City of Gautier, Mississippi Public Improvement General Obligation Bond Project), dated the date of delivery thereof (the "Series 2019 Bonds"). The Series 2019 Bonds are being issued pursuant to an Indenture of Trust (the "Indenture"), dated as of _____ 1, 2019, by and between the Mississippi Development Bank (the "Bank") and _____, _____, Mississippi, as trustee (the "Trustee"). The proceeds of the Series 2019 Bonds will be used by the Bank to purchase the City's \$_____ Public Improvement General Obligation Bond, Series 2019 (the "City Bond") and pay certain costs in connection with the sale and issuance of the Series 2019 Bonds and the City Bond. The proceeds of the City Bond will be used by the City to finance the costs of various capital improvements in the City. The City covenants and agrees as follows:

SECTION 1. Purpose of this Disclosure Agreement. This Disclosure Agreement is being executed and delivered by the City for the benefit of the Registered Owners (defined below) and the Beneficial Owners (defined below) of the Series 2019 Bonds in order to assist the Participating Underwriter (defined below) in complying with the Rule (defined below).

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

"Accompanying Information" shall mean any identifying information or other information then required to accompany the applicable filing pursuant to the Rule, currently including, without limitation, the 9 digit CUSIP numbers for the Series 2019 Bonds.

"Beneficial Owner" shall mean any person which (a) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Bond (including persons holding Bonds through nominees, depositories or other intermediaries), or (b) is treated as the owner of any Bond for federal income tax purposes.

"Business Day" shall mean any day other than (a) a Saturday, (b) a Sunday, (c) any other day on which banking institutions in New York, New York, or Jackson, Mississippi, are authorized or required not to be open for the transaction of regular banking business or (d) any day on which the New York Stock Exchange is closed.

"City Annual Financial Information" shall mean the information summarized herein below under the heading "Annual Financial Information - City Undertaking."

"EMMA" shall mean the Electronic Municipal Market Access System found at <http://emma.msrb.org>, which is the electronic format prescribed by the MSRB pursuant to the Rule.

"Fiscal Year" shall mean, when used with respect to the City, a period beginning on October 1 in any year and ending on September 30 of the following year or such other twelve-month period as may be adopted by the City in accordance with law.

"Independent Accountant" shall mean any firm of certified public accountants appointed by the City which is independent pursuant to the Statement on Auditing Standards No. 1 of the American Institute of Certified Public Accountants or the State Auditor.

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

"MSRB" shall mean the Municipal Securities Rulemaking Board. The electronic filings with the MSRB shall be through EMMA.

"Participating Underwriter" shall mean Duncan-Williams, Inc.

"Registered Owner" shall mean the person or persons in whose name any Bond is registered on the registration records of the Bank held and maintained by the Trustee.

"Repository" shall mean the MSRB and each State Repository, if any.

"Required Electronic Format" shall mean the electronic format then prescribed by the SEC or the MSRB pursuant to the Rule.

"Rule" shall mean Rule 15c2-12(b)(5) adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as in effect for compliance purposes on the date hereof.

"State" shall mean the State of Mississippi.

"State Repository" shall mean any public or private repository or entity designated by the State as a State repository for the purposes of the Rule. As of the date of this Disclosure Agreement, there is no State Repository.

"Timely" as used herein with respect to filings required under the Rule shall have the meaning required under the Rule, which with respect to Listed Events currently means within ten (10) Business Days after the occurrence of the Listed Event.

SECTION 3. General. Nothing in this Disclosure Agreement shall prevent the City from disseminating any information in addition to that required by this Disclosure Agreement. If the City disseminates any such additional information, the City shall not have any obligation to update such information or include it in any further materials disseminated. All expenses and any other costs incurred by the City in complying with this Disclosure Agreement shall be paid by the City.

SECTION 4. City Undertaking. The City hereby agrees for the benefit of the Registered Owners and the Beneficial Owners of the Series 2019 Bonds to provide, together with any Accompanying Information and in the Required Electronic Format:

(a) to each Repository, within twelve months after the end of each Fiscal Year of the City ending in or after September 30, 2019,

(1) the City Annual Financial Information relating to such Fiscal Year; or

(2) notice of the failure of the City to provide the City Annual Financial Information;
and

(b) (1) to each Repository, in a Timely manner, notice of any Listed Events; and

(2) to each Repository, in writing, in a Timely manner, notice of any event which, in the opinion of an authorized officer of the City had, or will have, a material effect on the financial condition or operations of the City.

SECTION 5. (a) The City shall give or cause to be given notice of the occurrence of any of the following Listed Events with respect to the Series 2019 Bonds, together with any Accompanying Information and in Required Electronic Format, in a Timely manner not in excess of ten (10) business days after the occurrence thereof, if material. All fifteen (15) events mandated by the Rule are listed below; however, some may not apply to the Series 2019 Bonds.

(1) Principal and interest payment delinquencies.

(2) Non-payment related defaults.

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

(4) Unscheduled draws on the credit enhancements reflecting financial difficulties.

- (5) Substitution of credit or liquidity providers or their failure to perform.
 - (6) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the security, or other material events affecting the tax status of the security.
 - (7) Modification to rights of security holders.
 - (8) Bond calls.
 - (9) Tender offers.
 - (10) Defeasances.
 - (11) Release, substitution or sale of property securing repayment of the securities.
 - (12) Rating changes.
 - (13) Bankruptcy, insolvency, receivership or similar event of the Bank or the City.
 - (14) Consummation of a merger, consolidation, or acquisition involving the Bank or the City or the sale of all or substantially all of the assets of the Bank or the City, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms.
 - (15) The appointment of a successor or additional trustee or the change of name of a trustee.
- (b) Any Listed Event under subsection (a)(1), (3), (4), (5), (6), (9), (10), (12), or (13) of this Section will always be deemed to be material.

SECTION 6. Annual Financial Information.

General. The contents, presentation and format of the City Annual Financial Information may be modified from time to time as determined in the judgment of the City to conform to changes in the Rule to disclosure principles or practices and legal requirements followed by or applicable to the City, provided that such modifications shall comply with the requirements of the Rule.

City Undertaking. City Annual Financial Information is defined to include:

- (a) audited financial statements for such Fiscal Year if audited financial statements are then available, and, if unavailable, reasonably available and accessible unaudited financial information describing the City's financial situation for the prior fiscal year; and such audited financial statements if and when they become available; and
- (b) updated financial and operating information relating to the City similar to those set forth in the tables and text in the Official Statement under "APPENDIX A - INFORMATION CONCERNING THE CITY-Tax Information", and "-Debt Information."

Any or all of the items listed above may be incorporated by reference from other documents, including official statements of debt issues with respect to which the City is an "obligated person" (as defined by the Rule), which have been filed with each of the Repositories or the Securities and Exchange Commission. If the document incorporated by reference is a final official statement, it must be available from the MSRB. The City shall clearly identify each such other document so incorporated by reference.

SECTION 7. Financial Statements. The annual financial statements for the City for each Fiscal Year shall be prepared in accordance with generally accepted accounting principles in effect from time to time. Such financial statements shall be audited by an Independent Accountant.

SECTION 8. Remedies. This Disclosure Agreement is enforceable in accordance with its terms by any Registered Owner or Beneficial Owner of the Series 2019 Bonds either directly or as a third party beneficiary. Any Registered Owner or Beneficial Owner of the Series 2019 Bonds shall have the rights, for the equal benefit and protection of all Registered Owners and Beneficial Owners of the Series 2019 Bonds, by mandamus or other suit or proceeding at law or in equity, to enforce its rights against the City and any of the officers, agents and employees of the City, and to compel the City or any such officers, agents or employees to perform and carry out their duties under their respective undertakings; provided that such rights shall be limited to an action to compel specific enforcement of the obligations of the City hereunder and shall not include any rights to monetary damages.

The Trustee shall not be obligated or liable to any Registered Owner or Beneficial Owner of the Series 2019 Bonds or other party with respect to any aspect of the implementation, operation or enforcement of any undertaking set forth herein. If the Trustee is made a party to any litigation or legal action involving any undertaking, the City shall pay the legal fees and related costs and expenses of the Trustee in connection with such litigation or legal action.

SECTION 9. Amendments. This Disclosure Agreement may be amended, changed or modified pursuant to a written instrument signed by the City and the Trustee and without the consent of any of the Registered Owners and Beneficial Owners of the Series 2019 Bonds, (a) to comply with the provisions of the Rule, (b) to cure any ambiguity, remedy any omission, or cure or correct any defect or inconsistent provision in the undertakings of the City, or (c) if the City makes a determination that any such amendment will not have a material adverse effect on the interests of the Registered Owners and Beneficial Owners of the Series 2019 Bonds; provided, that any such amendment, change or modification comply with the provisions of the Rule.

SECTION 10. Parties in Interest; Governing Law. This Disclosure Agreement is executed and delivered for the sole benefit of the Registered Owners and Beneficial Owners of the Series 2019 Bonds and shall be governed by the laws of the State.

SECTION 11. Termination. The undertaking of the City hereunder shall terminate on the earlier of (a) December 31, 2019, in the event that the Series 2019 Bonds have not been issued by such date; (b) such date that the Rule, or the provisions thereof are no longer effective; or (c) the date upon which there are no Series 2019 Bonds Outstanding (as defined in the Indenture).

SECTION 12. Counterparts. This Disclosure Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the City has caused this Disclosure Agreement to be executed by a duly authorized officer of the City as of this _____ day of _____, 2019.

(SEAL)

CITY OF GAUTIER, MISSISSIPPI

By _____
Mayor

ATTEST:

By _____
City Clerk



IRMA REPRESENTATION LETTER

To: Duncan-Williams, Inc.

Re: Independent Registered Municipal Advisor (IRMA) Representation

We are writing to provide you with certain representations pursuant to Rule 15Ba1-1 (the “*Municipal Advisor Rule*”) of the Securities and Exchange Commission (the “SEC”) under the Securities Exchange Act of 1934, as amended (the “Act”), regarding our independent registered municipal advisor.

Pursuant to paragraph (d)(3)(vi)(B) of the Municipal Advisor Rule, we hereby represent to you that we are represented by, and will rely on the advice of, Government Consultants, Inc. (the “*Advisor*”) on all matters relating to the issuances of municipal securities and municipal financial products including the investment of bond proceeds and escrow investments.

We have been advised by the Advisor that: (i) it has registered as a municipal advisor with the SEC and the Municipal Securities Rulemaking Board; and (ii) Steve Pittman, who has been employed by the Advisor for at least two years prior to the date of this letter, is the Associated Individual of the Advisor for its representation of us.

We understand that Duncan-Williams, Inc. is not acting as a municipal advisor and is therefore not subject to the fiduciary duty set forth in Section 15B(c)(1) of the Act.

Capitalized terms used and not defined in this letter have the meanings assigned to them in the Act, the Municipal Advisor Rule and the related guidance of the SEC’s Office of Municipal Securities. You may rely on this representation letter until such time as you receive notice from us.

Sincerely,

Phil Torjusen
Mayor, City of Gautier, Mississippi
January 15, 2019

For further information about the Municipal Advisor Rule, please refer to the SEC’s May 2014 FAQs.



DUNCAN-WILLIAMS • EST. 1969
INVESTMENT BANKING

January 15, 2019

Mr. E.F. Mitcham
Mississippi Development Bank
735 Riverside Drive, Suite 300
Jackson, Mississippi 39202

Mr. Phil Torjusen
City of Gautier, Mississippi
319 Pierre Cove
Gautier, MS 39553

Dear Sirs:

We are writing to provide you, as an official with authority to bind the Mississippi Development Bank (the “Issuer”) and the City of Gautier, Mississippi (the “Borrower”) by contract, with certain disclosures relating to the potential issuance of Special Obligation Bonds, Series 2019 (Gautier, Mississippi General Obligation Bond Project) (the “Bonds”), as required by the Municipal Securities Rulemaking Board (“MSRB”) Rule G-17 as set forth in MSRB Notice 2012-25 (May 7, 2012)(the “G-17 Notice”).

Duncan-Williams, Inc. (“DWI” or the “Underwriter”) has been engaged by the Issuer and the Borrower to serve as underwriter, and not as financial advisor or municipal advisor, in connection with the issuance of the Bonds. As part of our underwriting services, the Underwriter (acting as a principal and not as financial or municipal advisor) may provide advice concerning the structure, timing, terms, and other similar matters concerning the issuance of the Bonds. If the Issuer or Borrower would like a municipal advisor in this transaction that has legal fiduciary duties, then the Issuer or Borrower is free to engage a municipal advisor to serve in that capacity.

I. Disclosures Concerning the Underwriter’s Role

- (i) MSRB Rule G-17 requires the Underwriter to deal fairly at all times with both the Issuer and investors.
- (ii) The Underwriter’s primary role is to purchase the Bonds with a view to distribution in an arm’s-length commercial transaction with the Issuer. The Underwriter has financial and other interests that differ from those of the Issuer.
- (iii) Unlike a municipal advisor, the Underwriter does not have a fiduciary duty to the Issuer (or any other person or entity) under the federal securities laws and is,

therefore, not required by law to act in the best interests of the Issuer or any other party without regard to its own financial or other interests.

- (iv) The Underwriter has a duty to purchase the Bonds, pursuant to a Bond Purchase Agreement or other appropriate form of agreement, from the Issuer at a fair and reasonable price, but must balance that duty with its duty to sell the Bonds to investors at prices that are fair and reasonable.
- (v) The Underwriter will review the official statement for the Bonds in accordance with, and as part of, its respective responsibilities to investors under the federal securities laws, as applied to the facts and circumstances of this transaction.

II. Our Compensation

Our compensation for serving as the underwriter for the Bond Issue will be contingent on the closing of the transaction and at least a portion of that compensation will be based on the size of the Bond Issue. The rules of the Municipal Securities Rulemaking Board require us to inform you that compensation that is contingent on the closing of a transaction or the size of a transaction presents a conflict of interest, because it may cause an underwriter to recommend a transaction that is unnecessary or to recommend that the size of the transaction be larger than is necessary.

III. Risks Related to Issuing Bonds

As with any Bond Issue, your obligation to pay principal and interest will be a contractual obligation that will require you to make these payments no matter what budget constraints you encounter. Furthermore, to the extent that you agree in the Bond Issue to rate covenants, additional bond tests or other financial covenants, these may constrain your ability to operate and to issue additional debt and, if you do not comply with these covenants, they can result in a default under the Bond Issue. Depending on the terms of the Bond Issue, if you fail to make a payment of principal or interest or if you otherwise fail to comply with your covenants under the Bond Issue, the trustee may have the right to accelerate all of the payment of principal on the Bond Issue, which means that you may be required to pay all of the principal of the Bond Issue at that time.

The Bond Issue is structured as 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 or improved with proceeds of the Bond Issue and other restrictions throughout the term of the Bond Issue. These requirements and restrictions may constrain how you operate the financed facilities and may preclude you from capitalizing on opportunities. Further, violation of these requirements and restrictions can result in the Bond Issue becoming taxable and may cause you to become liable to the IRS and to the owners of the Bond Issue. In addition, in the event of an audit of the Bond Issue by the IRS, obtaining an independent review of the IRS positions with which you legitimately disagree is difficult, may be costly and may not ultimately be practicable.

IV. Miscellaneous

Please note nothing in this correspondence is an expressed nor an implied commitment by the Underwriter to provide financing or to purchase or place the Bonds or any other securities. Any such commitment shall only be set forth in a Bond Purchase Agreement or other appropriate form of agreement for the type of transaction undertaken by the Issuer. Further, the Underwriter's participation in any transaction (contemplated herein or otherwise) remains subject to, among other things, execution of a Bond Purchase Agreement (or other appropriate form of agreement), further internal review and approvals, satisfactory completion of our due diligence investigation and market conditions.

The Underwriter is acting independently in seeking to act as an underwriter in the transaction being contemplated herein and shall not be deemed to be acting as an agent, joint venture or partner of any others, and that the Underwriter assumes no responsibility, express or implied, for any actions or omissions of, or the performance of services by, any other Underwriters in connection with the transaction contemplated herein or otherwise.

V. Acknowledgment

It is our understanding that you have the authority to bind the Issuer by contract with the Underwriter. If you or any other Issuer officials have any questions or concerns about the disclosures in this letter, or if you do not have the authority to bind the Issuer by contract with the Underwriter, please contact E.J. Gregory immediately at 901-260-6800.

We are required by MSRB in the G-17 Notice to seek your acknowledgment that you have received this disclosure. **Accordingly, please respond to the email to which this disclosure was attached to the effect that you have received the disclosures contained herein or sign and return this document to us at dclark@duncanw.com.**

Sincerely,

By: E.J. Gregory

Title: Managing Director, Duncan-Williams, Inc.

RECEIPT ACKNOWLEDGED BY:

Date:

Name: E.F. Mitcham

Title: Executive Director, Mississippi Development Bank

RECEIPT ACKNOWLEDGED BY:

Date:

Name: Phil Torjusen

Title: Mayor, City of Gautier, Mississippi

**CITY OF GAUTIER
Business Agenda Item #2
Fact Sheet**

Council Meeting:
Title:

**January 15, 2019
Approval of Docket of Claims**

Introduced by:
Contact Person/Telephone

Teresa Montgomery 497-8000

Summary Explanation: Approval of the Docket of Claims.

EXHIBITS FOR REVIEW

Resolution	☐
Ordinance	☐
Contract/Agreement	☐
Minutes	☐
Plan Maps	☐
Order	☒
Other	☐
Submittal Authorization	City Manager

Staff Recommendation:
Approval

Motion Made by:									
Torjusen	☐	Martin	☐	George	☐	Jackson	☐	Vaughan	☐
								Anderson	☐
								Colledge	☐

Second Made by:									
Torjusen	☐	Martin	☐	George	☐	Jackson	☐	Vaughan	☐
								Anderson	☐
								Colledge	☐

Voted as follows:		Ayes	Nays	Abstained	Absent
Mayor	Torjusen	☐	☐	☐	☐
At Large	Martin	☐	☐	☐	☐
Ward 1	George	☐	☐	☐	☐
Ward 2	Jackson	☐	☐	☐	☐
Ward 3	Vaughan	☐	☐	☐	☐
Ward 4	Anderson	☐	☐	☐	☐
Ward 5	Colledge	☐	☐	☐	☐

Action Taken:

There came for consideration of the Mayor and Members of the Council of the City of Gautier, Mississippi, the following:

ORDER NUMBER 000-2019

WHEREAS, Miss. Code Ann. 21-39-9 requires governing authority to review all unpaid claims and determine if there is an obligation. An obligation exists if the related materials and supplies were properly contracted for and received by the municipality; and

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the Docket of Claims is hereby approved, provided that all entries thereon are true, correct, properly entered and not fraudulent.

IT IS FURTHER ORDERED that the City Manager or City Clerk is authorized to execute any and all documents necessary.

Motion was made by **BLANK** seconded by **BLANK** and the following vote was recorded:

AYES:

NAYS:

MAYOR

ATTEST:

CITY CLERK

BLANK by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of January 15, 2019.

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	SINGING RIVER ELECTRIC COOPERATIVE	190791	01/15/2019	01/02/2019			1,952.52	
	Account Number	Description	Invoice #	Date	P.O.		Amount	
	001-100-631	POLICE STATION 66298004	12182018	12/27/2018				1,093.43
	001-201-629	SIGNAL LIGHT 89113001	12182018	12/27/2018				58.62
	001-170-631	CITY PARK RESTRMS 89912001	12182018	12/27/2018				485.96
	001-201-633	STREET LIGHTS 90345002	12182018	12/27/2018				170.15
	001-092-631	RECORDS BLDG 90790001	12182018	12/27/2018				103.20
	001-170-631	FRAZIER RESTRMS 98546001	12182018	12/27/2018				41.16
001	SINGING RIVER ELECTRIC COOPERATIVE	190792	01/15/2019	01/02/2019			1,190.93	
	Account Number	Description	Invoice #	Date	P.O.		Amount	
	001-201-633	DOLPHIN ST 94987002	12182018	12/27/2018				117.15
	001-201-633	DOLPHIN ST 94988002	12182018	12/27/2018				101.11
	001-201-633	DOLPHIN ST 94989002	12182018	12/27/2018				126.65
	001-201-633	DOLPHIN ST 94990002	12182018	12/27/2018				498.55
	001-201-633	WM PAYNE 100244001	12182018	12/27/2018				109.60
	001-201-633	WM PAYNE 100245001	12182018	12/27/2018				237.87
001	SINGING RIVER ELECTRIC COOPERATIVE	190793	01/15/2019	01/02/2019			8,234.62	
	Account Number	Description	Invoice #	Date	P.O.		Amount	
	001-201-633	STREET LIGHTING 10054	12182018	12/27/2018				5,222.64
	001-201-629	SIGNAL LIGHTS 10054	12182018	12/27/2018				760.61
	001-092-631	CITY HALL 10054	12182018	12/27/2018				1,017.14
	001-170-631	FRAZIER PARK 10054	12182018	12/27/2018				52.20
	001-170-631	SENIOR BLDG 10054	12182018	12/27/2018				424.78
	001-161-631	CENTRAL FD 10054	12182018	12/27/2018				310.10
	001-170-631	CITY PARK 10054	12182018	12/27/2018				148.85
	001-092-631	PUBLIC WORKS 10054	12182018	12/27/2018				269.31
	001-092-631	HWY 90 SIGN 10054	12182018	12/27/2018				28.99
001	SECURE NETWORKS LLC	190795	01/15/2019	01/03/2019			2,430.00	
	Account Number	Description	Invoice #	Date	P.O.		Amount	
	001-092-698	FEB 2019 NETWORK SERVICES	3634	12/14/2018				2,280.00
	001-092-698	SYNCHRONIZED EMAIL	3634	12/14/2018				150.00
001	SBM REPORTING LLC	190796	01/15/2019	01/03/2019			175.00	
	Account Number	Description	Invoice #	Date	P.O.		Amount	
	001-090-698	12/06/18 PLANNING MTG	MB946	12/28/2018				175.00
001	PASCAGOULA UTILITIES	190798	01/15/2019	01/03/2019			66.84	
	Account Number	Description	Invoice #	Date	P.O.		Amount	
	001-161-630	CENTRAL FIRE STN	122497	12/26/2018				24.12
	001-161-630	SOUTH FIRE STN	122669	12/26/2018				26.15
	001-161-630	CENTRAL FIRE STN	126368	12/31/2018				7.78
	001-161-630	SOUTH FIRE STN	126540	12/31/2018				8.79
001	BELL AUTO PARTS INC	190801	01/15/2019	01/03/2019			766.21	
	Account Number	Description	Invoice #	Date	P.O.		Amount	
	001-170-639	SCAG BELT (2)	42891	12/06/2018				95.22
	001-170-639	HYDRO FLUID (4), SCAG BELT	42887	12/10/2018				87.16

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	BELL AUTO PARTS INC	190801	01/15/2019	01/03/2019			766.21	(CONTINUED)
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-170-639	SCAG BELT, AIR FILTER	42892	12/11/2018			84.06	
	001-170-639	KUBOTA BELT	42888	12/12/2018			88.59	
	001-170-639	SCAG BELT, AIR FILTER	42889	12/12/2018			92.09	
	001-170-639	SCAG BELT, AIR FILTER: SPARES	42890	12/13/2018			92.09	
	001-161-638	GAL ROTELLA OIL (3)	42902	12/18/2018			63.00	
	001-161-638	GAL DEXTRON TRANS FLUID (3)	42903	12/21/2018			45.00	
	001-100-570	TOP COP BRAKE PAD (2)	42904	12/21/2018			119.00	
001	O'REILLY AUTO PARTS	190804	01/15/2019	01/03/2019			1,145.90	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-100-570	RETAINER (2): U #10508	1978114858	11/29/2018			5.98	
	001-100-570	RETAINER (3): JEEP	1978114940	11/30/2018			8.97	
	001-170-639	FILTER (2),TUBE,CHASE,STABLZR	1978114942	11/30/2018			34.93	
	001-090-638	RACK & PINION: ACO	1978115151	12/03/2018			506.13	
	001-090-638	CORE CHARGE: ACO	1978115151	12/03/2018			230.00	
	001-090-638	CRDT RTN: CORE ACO	1978115151	12/03/2018			-230.00	
	001-090-638	BRAKE PAD(2),FILTER,1QT OIL(6)	1978115167	12/03/2018			105.03	
	001-090-638	S.PLUG (8),DEEP CREP,FUEL TRMT	1978115202	12/03/2018			39.90	
	001-100-570	22-OZ CARPET CLNR: U #10508	1978115266	12/04/2018			6.79	
	001-100-570	1GAL P/S FLUID	1978115272	12/04/2018			18.99	
	001-090-638	IDLER PULLEY: ACO	1978115292	12/04/2018			26.39	
	001-170-638	BATTERY: REC TRUCK	1978115293	12/04/2018			79.89	
	001-170-638	CORE CHARGE: REC TRUCK	1978115293	12/04/2018			18.00	
	001-170-638	CDT RTN: CORE REC TRUCK	1978115293	12/04/2018			-18.00	
	001-170-559	IAC VALVE, TEMP SENSOR	1978115304	12/04/2018			67.79	
	001-170-559	TEMP SENSOR	1978115323	12/04/2018			13.22	
	001-170-559	SUPPLIES (36): TOOL BOX	1978115352	12/05/2018			41.28	
	001-170-638	1GAL ANTIFREZ (2)	1978115352	12/05/2018			25.98	
	001-161-638	SEALED BEAM: E4	1978115520	12/07/2018			8.61	
	001-170-559	TBI GASKET, TP SENSOR	1978115730	12/10/2018			31.97	
	001-170-638	SEMI-MET PAD, HEADLIGHT SW	1978115892	12/12/2018			39.71	
	001-100-570	SEMI-MET PAD: U #12400	1978115909	12/12/2018			26.52	
	001-100-570	WIPER BLADE (4): U #60	1978116029	12/14/2018			7.96	
	001-100-570	3PK BATT: POLICE CARS	1978116452	12/19/2018			6.99	
	001-205-559	1GAL BRAKE FLD & CLEANER:SHOP	1978116459	12/19/2018			42.87	
001	SINGING RIVER ELECTRIC COOPERATIVE	190807	01/15/2019	01/03/2019			1,278.48	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-161-631	SOUTH FD 76008001	12202018	12/28/2018			234.08	
	001-170-631	BACOT PARK 10137	12202018	12/28/2018			895.24	
	001-201-629	SIGNAL LIGHTS 10138	12202018	12/28/2018			125.66	
	001-170-631	BACOT SPLASHPAD 103751001	12202018	12/28/2018			23.50	
001	DELTA SANITATION OF MS LLC	190810	01/15/2019	01/03/2019			35.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-170-698	FRAZIER PORT O LET	0000984621	12/31/2018			35.00	
001	M & E FEED & SEED	190813	01/15/2019	01/04/2019			41.99	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-100-514	DOG FOOD	5498	12/07/2018			41.99	

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	TEC	190814	01/15/2019	01/04/2019			75.17	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-092-605	MONTHLY LONG DISTANCE	952375	01/01/2019			75.17	
001	MALLETTE BROTHERS CONSTRUCTION INC	190815	01/15/2019	01/04/2019			767.70	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-201-576	25.59 RAP TN	20074	12/31/2018			767.70	
001	CABLE ONE INC	190817	01/15/2019	01/07/2019			83.32	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-161-698	JAN 2019: CFD #122024086	12162018	12/23/2018			83.32	
001	CABLE ONE INC	190818	01/15/2019	01/07/2019			83.32	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-161-698	JAN 2019: SFD #122025091	12162018	12/23/2018			83.32	
001	CABLE ONE INC	190819	01/15/2019	01/07/2019			83.32	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-161-698	JAN 2019: NFD #122024383	12162018	12/23/2018			83.32	
001	CABLE ONE INC	190820	01/15/2019	01/07/2019			84.62	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-170-698	JAN 2019: SR BLDG #120793682	12252018	01/01/2019			84.62	
001	LOWES HOME CENTERS INC	190821	01/15/2019	01/07/2019			1,265.33	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-170-559	FLAT FILE, STRETCH WRAP	902045	11/26/2018			24.66	
	001-205-560	ADAPTER (2), EXT CORD (6)	902010	11/26/2018			75.76	
	001-205-560	OUTLET, WALL PLATE	901180	11/26/2018			28.05	
	001-205-560	WIRE BRUSH (2), SPRAY PAINT	902071	11/27/2018			32.38	
	001-170-513	SUPPLIES: L&L CHRISTMAS	912388	11/27/2018			25.21	
	001-170-559	EXT CORD (7), ADAPTER	915984	11/27/2018			64.42	
	001-161-559	PAINT, BRUSH (2), 8PK SANDPAPER	902177	11/28/2018			57.76	
	001-205-560	50LB QUIKRETE CONCRETE	901535	11/28/2018			3.12	
	001-205-560	50LB QUIKRETE CONCRETE	901534	11/28/2018			3.12	
	001-205-560	ADAPTER (4)	901160	12/01/2018			18.88	
	001-205-560	KRAZY GLUE	912531	12/01/2018			4.07	
	001-170-559	LIGHTING TIMER	918019	12/04/2018			18.98	
	001-205-559	PLASTIC PLUNGER	902557	12/04/2018			6.64	
	001-170-559	LIGHTING TIMER, OUTDOOR TIMER	915152	12/04/2018			35.58	
	001-170-559	CDT RTN: OUTDOOR TIMER	918018	12/04/2018			-16.61	
	001-170-559	REPL BULB (3), PIN, SCREWDRIVER	915149	12/04/2018			49.92	
	001-170-639	REPR UTILITY TRAILERS (3)	978105	12/05/2018			181.40	
	001-170-639	REPR UTILITY TRAILERS (3)	901908	12/06/2018			44.21	
	001-170-639	REPR UTILITY TRAILERS (3)	902742	12/06/2018			175.61	
	001-161-559	PLASTIC RAT SNAP (2)	909077	12/07/2018			10.42	
	001-170-559	32CT NIAGARA WATER (2)	901099	12/07/2018			7.56	
	001-170-639	REPR UTILITY TRAILERS (3)	901623	12/10/2018			58.21	
	001-170-639	RECIP BLADE, VINYL TUBING	901608	12/10/2018			31.79	
	001-161-559	GARLAND, CABLE TIES, COMM STRIP	909995	12/12/2018			21.55	

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	LOWES HOME CENTERS INC	190821	01/15/2019	01/07/2019			1,265.33	(CONTINUED)
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-559	EXT CORD, DUCT TAPE, 8CT BATT		911230	12/13/2018			23.88
	001-170-559	8IN C-CLAMP (2)		901090	12/13/2018			26.94
	001-170-559	ANGLE GRINDER, RECIP SAW		902377	12/17/2018			150.10
	001-170-559	METALLIC SPRAY PAINT (2)		901672	12/17/2018			10.80
	001-170-559	PLASTIC STRETCH WRAP		910120	12/19/2018			20.89
	001-170-559	SD BIT, SCREW, ROPE, SLOT ANGLE		901179	12/20/2018			39.46
	001-170-559	TIRE SEALANT, 2PK CLAMP HOOK		902652	12/21/2018			30.57
001	AT&T INTERSTATE DED PRIVATE LINE SERVS	190824	01/15/2019	01/09/2019			206.77	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-699	ACCUNET TI.5 DIGITAL SERV		3106694852	01/01/2019			206.77
001	AIRGAS USA LLC	190825	01/15/2019	01/09/2019			206.53	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-205-588	CYLINDER RENTAL		9958641486	12/31/2018			206.53
001	CABLE ONE INC	190826	01/15/2019	01/09/2019			130.07	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-092-698	JAN 2019: #107571481		12252018	01/01/2019			130.07
001	SYSCON INC	190827	01/15/2019	01/09/2019			1,475.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-010-698	JAN 2019 COURT SUPPORT		1-44637	01/02/2019			1,475.00
001	JACKSON COUNTY ADULT DETENTION CENTER	190829	01/15/2019	01/08/2019			5,705.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-010-696	DEC 2018 ADC CHGS		12312018	01/04/2019			5,705.00
001	MS DEPT OF PUBLIC SAFETY	190831	01/15/2019	01/08/2019			1,447.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-000-300	DEC 2018 SPECIAL ASSESSMENTS		12312018	01/02/2019			1,447.00
001	MS DEPT OF PUBLIC SAFETY	190832	01/15/2019	01/08/2019			100.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-000-300	DEC 2018 INTERLOCK FEES		12312018	01/02/2019			100.00
001	ACE DATA STORAGE INC	190833	01/15/2019	01/08/2019			105.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-699	DEC 2018 SHREDDING SERVICE		63158	01/01/2019			105.00
001	AUTO TRUCK AND TRAILER PARTS INC	190834	01/15/2019	01/08/2019			675.73	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-638	BATTERY (2)		272443	12/05/2018			198.00
	001-100-570	AIR DAM: U #12405		272462	12/06/2018			185.00
	001-100-570	FASTENERS (10): U #12405		272463	12/06/2018			64.00
	001-161-638	LENS (4)		272548	12/12/2018			65.48
	001-100-570	BATTERY: U #12801		272615	12/17/2018			105.00
	001-170-639	WHEEL: LARGE TRAILER		272701	12/21/2018			58.25

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001	C SPIRE WIRELESS	190836	01/15/2019	01/08/2019			1,057.23	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-021-605	CITY MGR CELL PHONE	0030759348	12/31/2018			50.29	
	001-022-605	HR CELL PHONE	0030759348	12/31/2018			50.29	
	001-040-605	ADMIN CELL PHONES	0030759348	12/31/2018			134.77	
	001-090-605	BLDG-PLNG CELL PHONES	0030759348	12/31/2018			201.16	
	001-090-698	IPAD SERVICE (3)	0030759348	12/31/2018			102.57	
	001-094-605	GRANT-PROJ CELL PHONES	0030759348	12/31/2018			100.58	
	001-161-605	FIRE DEPT CELL PHONES	0030759348	12/31/2018			156.86	
	001-170-605	RECREATION CELL PHONES	0030759348	12/31/2018			120.43	
	001-205-605	MAINT CELL PHONE	0030759348	12/31/2018			50.29	
	001-161-559	LIFEPROOF CASE: MCCOY	0030759348	12/31/2018			89.99	
001	MAGNOLIA AD STUDIO LLC	190838	01/15/2019	01/08/2019			750.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-021-615	JAN 2019: ADVERTISING PKG	1039	01/04/2019			750.00	
001	EMERGENCY EQUIPMENT PROFESSIONALS	190839	01/15/2019	01/08/2019			5,005.99	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-161-638	LABOR-REPAIR: PIERCE ENG 2	439526	12/26/2018			1,998.00	
	001-161-638	ENGINE PARTS: PIERCE ENG 2	439526	12/26/2018			2,922.99	
	001-161-638	SHOP SUPPLIES: PIERCE ENG 2	439526	12/26/2018			85.00	
001	DIRECTV LLC	190840	01/15/2019	01/08/2019			140.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-161-698	WEST STN: 022727663 (FEB)	01132019	01/14/2019			140.00	
001	FEDERAL EXPRESS	190841	01/15/2019	01/08/2019			27.27	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-092-607	OVERNIGHT GRANT PKG	6-41278607	12/26/2018			27.27	
001	FUELMAN	190842	01/15/2019	01/08/2019			1,746.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-161-525	DSL FUEL	NP55003389	12/31/2018			236.26	
	001-170-525	UNL FUEL	NP55003389	12/31/2018			32.04	
	001-100-525	UNL FUEL	NP55003389	12/31/2018			1,477.70	
001	POWELL CONSTRUCTION SERVICES INC	190844	01/15/2019	01/08/2019			296.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-201-698	TS REPR: LADNIER-OLD SPAN TRL	2031	01/07/2019			296.00	
001	CREDIT CARD CENTER	190849	01/15/2019	01/08/2019			1,592.50	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-001-615	SUPPLIES: CHRISTMAS FLOAT	11272018	11/28/2018			56.96	
	001-001-509	CHRISTMAS PARADE THROWS	11272018	11/28/2018			101.95	
	001-001-615	CHRISTMAS PARADE THROWS	11272018	11/28/2018			114.30	
	001-090-559	LAPTOP BATTERY CABLE:ANKERSON	11282018	11/29/2018			30.99	
	001-170-513	60 BALES HAY: L&L FEST	11282018	11/29/2018			270.00	
	001-001-615	SUPPLIES: CHRISTMAS FLOAT	11292018	11/30/2018			17.38	
	001-001-681	MML WINTER CONF: ANDERSON	11292018	11/30/2018			135.00	

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001	CREDIT CARD CENTER	190849	01/15/2019	01/08/2019			1,592.50	(CONTINUED)
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-001-681	MML WINTER CONF: MARTIN		11292018	11/30/2018		135.00	
	001-001-681	MML WINTER CONF: JACKSON		11292018	11/30/2018		135.00	
	001-001-681	MML WINTER CONF: TORJUSEN		11292018	11/30/2018		135.00	
	001-001-681	MML WINTER CONF: VAUGHAN		11292018	11/30/2018		135.00	
	001-021-681	MML WINTER CONF: YANCEY		11292018	11/30/2018		135.00	
	001-170-513	CREDIT RTN: L&L SUPPLIES		12092018	12/11/2018		-21.36	
	001-170-513	CREDIT RTN: L&L SUPPLIES		12092018	12/11/2018		-21.72	
	001-040-682	MAGPPA DUES: FARABEE		12192018	12/20/2018		35.00	
	001-100-559	GE 1200 WATT MICROWAVE OVEN		12202018	12/21/2018		199.00	
001	AT&T GLOBAL NETWORK SERVS LLC	190852	01/15/2019	01/08/2019			229.64	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-699	NCIC EQUIPMENT CHARGES		GF16933	01/01/2019		229.64	
001	BORDIS & DANOS PLLC	190854	01/15/2019	01/09/2019			10,000.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-060-602	JAN 2019 RETAINER		63	01/10/2019		10,000.00	
001	MSC 7511	190866	01/15/2019	01/08/2019			152.15	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-699	FNK100-01 RENTAL FEE		INV2833591	12/17/2018		152.15	
001	FUELMAN	190867	01/15/2019	01/09/2019			2,325.60	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-525	UNL FUEL		NP55122450	01/07/2019		1,699.76	
	001-161-525	UNL & DSL FUEL		NP55122450	01/07/2019		456.65	
	001-170-525	UNL & DSL FUEL		NP55122450	01/07/2019		126.16	
	001-205-525	UNL FUEL		NP55122450	01/07/2019		43.03	
001	CINTAS CORPORATION NO 2	190876	01/15/2019	01/09/2019			274.72	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-205-535	MAINTENANCE		240554227	12/05/2018		68.68	
	001-205-535	MAINTENANCE		240555153	12/12/2018		68.68	
	001-205-535	MAINTENANCE		240556063	12/19/2018		68.68	
	001-205-535	MAINTENANCE		240556980	12/26/2018		68.68	
001	MS DEPT OF FINANCE & ADMIN	190877	01/15/2019	01/08/2019			19,940.50	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-000-300	DEC 2018 COURT ASSESSMENTS		12312018	01/02/2019		19,940.50	
001	CAN'T MISS EMBROIDERY	190879	01/15/2019	01/09/2019			1,266.22	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-535	NAVY POLO W/GPD REG (5)		21445	12/19/2018	190184	166.25	
	001-100-535	NAVY POLO W/GPD 2X		21445	12/19/2018	190184	34.49	
	001-100-535	NAVY POLO W/GPD 3X (3)		21445	12/19/2018	190184	112.47	
	001-100-535	NAVY POLO W/GPD 5X		21445	12/19/2018	190184	41.65	
	001-100-535	ASST POLO W/GPD-NAME (3)		21445	12/19/2018	190184	77.94	
	001-100-535	ASST POLO W/GPD-NAME (5)		21445	12/19/2018	190184	164.90	
	001-100-535	NAVY POLO W/GPD REG (6)		21445	12/19/2018	190184	155.88	
	001-100-535	NAVY POLO W/GPD 2X (2)		21445	12/19/2018	190184	55.96	
	001-100-535	NAVY POLO W/GPD 3X (6)		21445	12/19/2018	190184	173.88	

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	CAN'T MISS EMBROIDERY	190879	01/15/2019	01/09/2019			1,266.22	(CONTINUED)
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-535	NAVY POLO W/GPD 4X (2)		21445	12/19/2018	190184		59.96
	001-100-535	BLACK POLO W/GPD REG (3)		21445	12/19/2018	190184		77.94
	001-100-535	BLACK POLO W/GPD 2X		21445	12/19/2018	190184		27.98
	001-100-535	BLACK POLO W/GPD 3X (3)		21445	12/19/2018	190184		86.94
	001-100-535	BLACK POLO W/GPD 4X		21445	12/19/2018	190184		29.98
001	TEAM ONE COMMUNICATIONS INC	190881	01/15/2019	01/09/2019			400.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-559	RADIO BATT (5): XTS1500/2500		9020016411	12/31/2018	190301		400.00
001	MID SOUTH UNIFORM & SUPPLY INC	190883	01/15/2019	01/09/2019			1,054.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-535	MOTORCYCLE BREECHES (2)		586242	12/28/2018	190195		510.00
	001-100-535	MOTORCYCLE BREECHES (2)		586242	12/28/2018	190195		510.00
	001-100-535	NAVY 1" BRAID (4)		586242	12/28/2018	190195		17.00
	001-100-535	BRAID 1-1/4" LT BLUE (4)		586242	12/28/2018	190195		17.00
001	GULF COAST BUSINESS SUPPLY CO	190884	01/15/2019	01/09/2019			196.71	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-510	BMF PAPER TOWELS (2)		180333	12/19/2018	190303		43.66
	001-161-510	12CT JR JUMBO TISSUE		180333	12/19/2018	190303		32.99
	001-161-510	96CT STANDARD TISSUE		180333	12/19/2018	190303		32.99
	001-161-510	12CT SOAP DISP REFILL		180333	12/19/2018	190303		67.99
	001-161-510	9PK SPONGE SCRUB PAD (2)		180333.1	12/27/2018	190303		19.08
001	HATTIESBURG COMPUTER SUPPLIES INC.	190885	01/15/2019	01/09/2019			194.99	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-040-500	1099 LASER SHEET (100)		9302	12/23/2018	190213		44.00
	001-040-500	W2 LASER FORMS (300)		9302	12/23/2018	190213		84.00
	001-040-500	W2 ENVELOPES (200)		9302	12/23/2018	190213		52.00
	001-040-500	SHIPPING		9302	12/23/2018	190213		14.99
001	FOSTERS A/C & HEATING INC	190886	01/15/2019	01/09/2019			227.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-092-635	REPAIR AC: PLANNING DEPT		P1041560	01/03/2019	190329		227.00
001	WHITEHEAD CONSTRUCTION CO INC	190887	01/15/2019	01/09/2019			2,808.25	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-201-576	23.90 TN COLD MIX ASPHALT		5977	12/20/2018	190305		2,808.25
001	CUSTOM PRODUCTS CORPORATION	190888	01/15/2019	01/09/2019			41.25	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-201-565	SLOW AUTISTIC CHILD		313846	12/20/2018	190294		31.66
	001-201-565	FREIGHT: SIGN 1305 TIMBERLANE		313846	12/20/2018	190294		9.59
001	STAPLES BUSINESS ADVANTAGE DEPT ATL	190890	01/15/2019	01/09/2019			361.20	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-500	CS 8.5X11 COPY PAPER (8)		3399770726	12/21/2018	190307		311.60
	001-040-500	2019 PAD CALENDAR 22X17		3399770725	12/21/2018	190310		4.89
	001-045-500	100PK ADDING MACHINE REGISTER		3399770725	12/21/2018	190310		44.71

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	THE GULF COMPANIES INC	190892	01/15/2019	01/09/2019			125.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-201-559	CS100 HD TRASH BAGS 33GAL (5)	0918469-IN	01/07/2019	190311		125.00	
001	PUBLIC SAFETY ACADEMICS AND CONSULTING	190893	01/15/2019	01/09/2019			600.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-100-681	BEHIND THE BADGE: LANGDON, A	739	12/17/2018	190308		300.00	
	001-100-681	BEHIND THE BADGE: WERNER, T	739	12/17/2018	190308		300.00	
001	SAFETY VISION LLC	190894	01/15/2019	01/09/2019			747.45	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-100-639	BODY CAMERA REPR: ALLMAND	0621204-IN	12/10/2018	190094		139.50	
	001-100-639	BODY CAMERA REPR: HYTER	0621204-IN	12/10/2018	190094		139.50	
	001-100-639	SHIPPING	0621204-IN	12/10/2018	190094		18.50	
	001-100-639	BODY CAMERA REPR: UNASSIGNED	0621220-IN	12/10/2018	190147		139.50	
	001-100-639	SHIPPING	0621220-IN	12/10/2018	190147		12.95	
	001-100-639	BODY CAMERA REPL BATT:HOGGARD	0621199-IN	12/10/2018	190085		139.50	
	001-100-639	BODY CAMERA REPR: HOLTER	0621199-IN	12/10/2018	190085		139.50	
	001-100-639	SHIPPING	0621199-IN	12/10/2018	190085		18.50	
001	MISSISSIPPI PRISON INDUSTRIES CORP	190896	01/15/2019	01/09/2019			148.90	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-092-565	36X36 ALUM SIGN: SHEP PARK	114102	12/31/2018	190169		148.90	
001	SENTRY SPORTS A TO Z LLC	190897	01/15/2019	01/09/2019			10,762.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-201-751	TYPE C STREET POLE-REPL #34	111	12/26/2018	190181		10,762.00	
001	SETON IDENTIFICATION PRODUCTS	190898	01/15/2019	01/09/2019			393.35	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-040-500	500 2-PART BAR CODE LABEL (2)	9338953479	12/27/2018	190309		373.40	
	001-040-500	SHIPPING:	9338953479	12/27/2018	190309		19.95	
001	OCCUPATIONAL HEALTH CENTER INC	190899	01/15/2019	01/09/2019			95.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-022-604	PRE-EMP DRUG SCREEN: FERREIRA	164430	01/03/2019	190285		30.00	
	001-022-604	PRE-EMP PHYSICAL: FERREIRA	164430	01/03/2019	190285		65.00	
001	DANNY'S TOWING	190900	01/15/2019	01/09/2019			350.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-161-638	TOW CHARGE: PIERCE ENG 1	18409	11/27/2018	190224		350.00	
FUND TOTAL	1 Claims	to	Checks	58 Total	93,120.29 Manual	Held	Total	93,120.29

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
020	MS DEVELOPMENT AUTHORITY	190609	01/15/2019	12/11/2018			46,323.96	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	020-201-830	ANNUAL PMT: 12-192-CP-01		GMS: 50758	02/01/2019			46,323.96
FUND TOTAL	20 Claims	to	Checks	1 Total	46,323.96	Manual	Held	Total 46,323.96

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
157	ESTABROOK MOTOR CO INC	190878	01/15/2019	01/09/2019			31,953.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	157-100-799	2019 F150 CREW CAB: VIN #06955	SFT1062	12/19/2018	190304		31,953.00	
157	CAN'T MISS EMBROIDERY	190880	01/15/2019	01/09/2019			1,269.62	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	157-100-799	BLK JACKET W/ GPD-BADGE (25)	24194	12/19/2018	190202		831.25	
	157-100-799	BLK JACKET W/ GPD-BADGE (6)	24194	12/19/2018	190202		206.94	
	157-100-799	BLK JACKET W/ GPD-BADGE (2)	24194	12/19/2018	190202		74.98	
	157-100-799	BLK JACKET W/ GPD-BADGE	24194	12/19/2018	190202		39.49	
	157-100-799	BLK JACKET ONLY 3X (3)	24194	12/19/2018	190202		86.97	
	157-100-799	BLK JACKET ONLY 2X	24194	12/19/2018	190202		29.99	
157	TEAM ONE COMMUNICATIONS INC	190882	01/15/2019	01/09/2019			3,074.17	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	157-100-799	JD CONTOUR CONSOLE 2016 FORD	1730001602	01/03/2019	190223		336.77	
	157-100-799	JOTTO DESK CUP HOLDER	1730001602	01/03/2019	190223		45.00	
	157-100-799	JOTTO DESK ARM REST	1730001602	01/03/2019	190223		85.00	
	157-100-799	NFORCE LED LIGHTBAR	1730001602	01/03/2019	190223		1,215.00	
	157-100-799	3 INCH POWER BLUE (2)	1730001602	01/03/2019	190223		160.00	
	157-100-799	4 INCH M POWER BLUE (6)	1730001602	01/03/2019	190223		528.00	
	157-100-799	LICENSE PLATE BRACKET	1730001602	01/03/2019	190223		25.00	
	157-100-799	PB400 PUSH BUMPER ALUM	1730001602	01/03/2019	190223		360.00	
	157-100-799	4IN MPOWER WINDSHIELD (2)	1730001602	01/03/2019	190223		30.00	
	157-100-799	N FORCE SGL BLUE LED (2)	1730001602	01/03/2019	190223		214.40	
	157-100-799	FREIGHT: NEW K9 UNIT	1730001602	01/03/2019	190223		75.00	
157	BARNEYS POLICE AND HUNTING SUPPLIES	190891	01/15/2019	01/09/2019			424.53	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	157-100-799	SKY KENNEL, PET MATE 40X27X30	00121748-0	12/19/2018	190264		199.98	
	157-100-799	BUNGEE TUGS	00121748-0	12/19/2018	190264		39.98	
	157-100-799	COLLAR, K-9 BUCKLE 16.25IN	00121748-0	12/19/2018	190264		78.55	
	157-100-799	LEASH, K-9 OBEDIENCE	00121748-0	12/19/2018	190264		24.60	
	157-100-799	BUDDY BOWL, 44OZ WATER	00121748-0	12/19/2018	190264		26.13	
	157-100-799	SHIPPING: NEW K-9	00121748-0	12/19/2018	190264		55.29	
FUND TOTAL 157 Claims	to	Checks	4 Total	36,721.32	Manual	Held	Total	36,721.32

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
172	JACKSON-GEORGE REGIONAL LIBRARY	190766	01/15/2019	12/27/2018			1,676.49	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	172-350-650	LIBRARY SUPPORT		DEC 2018	12/20/2018			1,676.49
FUND TOTAL 172 Claims	to	Checks	1 Total	1,676.49	Manual	Held	Total	1,676.49

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
176	STEINER SAW & MOWER	190800	01/15/2019	01/03/2019			54.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	176-170-639	16" CHAINS: CHAINSAW (3)		334848	12/11/2018			54.00
176	BELL AUTO PARTS INC	190802	01/15/2019	01/03/2019			331.11	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	176-170-639	EXMARK BELT (2), AIR FILTER		42885	12/04/2018			164.42
	176-170-639	EXMARK BELT		42886	12/07/2018			106.99
	176-170-639	IGN SWITCH: JOHN DEERE		42893	12/11/2018			59.70
176	O'REILLY AUTO PARTS	190805	01/15/2019	01/03/2019			99.02	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	176-170-638	VEH MAINT SUPPLIES		1978115787	12/11/2018			27.84
	176-170-639	DSL INJ KIT: PW13		1978116352	12/18/2018			38.19
	176-170-639	FUEL TK LINER: JOHN DEERE		1978116602	12/21/2018			32.99
176	SINGING RIVER ELECTRIC COOPERATIVE	190808	01/15/2019	01/03/2019			1,893.75	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	176-170-631	PARK FACILITIES 76854002		12202018	12/28/2018			1,845.51
	176-170-631	HOUSE 76855002		12202018	12/28/2018			48.24
176	LOWES HOME CENTERS INC	190822	01/15/2019	01/07/2019			575.21	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	176-170-586	14GAL SHOP VAC		910669	12/01/2018			94.99
	176-170-586	ANCHOR, CONDUIT (2), WOOD, BOLT		901544	12/04/2018			20.73
	176-170-586	SUPPLIES: SHEP PARK MAINT		909622	12/04/2018			335.33
	176-170-559	STAKE (3), PLUG KIT, ARMOR PLUG		901572	12/10/2018			26.64
	176-170-639	CIRCULAR SAW BLADE		902893	12/11/2018			13.05
	176-170-635	THERMOPLASTIC, NAILS, BLADES		901989	12/12/2018			11.30
	176-170-586	50LB QUIKRETE CONCRETE		901233	12/14/2018			3.12
	176-170-559	K.RING, GRD WHL (6), RECI BLADE		902378	12/17/2018			42.12
	176-170-559	PICKUP TOOL (5), AUTO COUPLER		914699	12/20/2018			80.14
	176-170-559	CDT RTN: PICKUP TOOL (5)		914698	12/20/2018			-52.21
176	AUTO TRUCK AND TRAILER PARTS INC	190835	01/15/2019	01/08/2019			255.54	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	176-170-639	BATTERY (2): LAWN MOWERS		272568	12/13/2018			126.00
	176-170-639	HITCH PIN (2), EMERY CLOTH (2)		272668	12/19/2018			18.24
	176-170-639	WHEEL TIRE: SMALL TRAILER		272700	12/21/2018			89.00
	176-170-639	DEEP CREEP (2), PB BLASTER (2)		272702	12/21/2018			22.30
176	C SPIRE WIRELESS	190837	01/15/2019	01/08/2019			50.29	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	176-170-605	CELL PHONE		0030759348	12/31/2018			50.29
176	CREDIT CARD CENTER	190851	01/15/2019	01/08/2019			199.99	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	176-170-702	750LB ATV/MOWER LIFT		12172018	12/18/2018			199.99
FUND TOTAL 176 Claims to		Checks	8 Total	3,458.91 Manual		Held	Total	3,458.91

Fund Name of Claimant		Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
352 WAGGONER ENGINEERING INC		190848	01/15/2019	01/08/2019			2,420.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	352-700-601	W&S CAPITAL IMP PLAN FINAL		35324	12/10/2018			2,420.00
FUND TOTAL 352 Claims		to	Checks	1 Total	2,420.00 Manual	Held	Total	2,420.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	SINGING RIVER ELECTRIC COOPERATIVE	190794	01/15/2019	01/02/2019			7,029.66	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-631	IONIZATION PLANT 99216002		12182018	12/27/2018			214.06
	400-651-631	LIFT STATIONS 17882		12182018	12/27/2018			2,385.71
	400-651-631	WATER WELLS 17882		12182018	12/27/2018			3,616.68
	400-651-631	CITY HALL SOUTH 17882		12182018	12/27/2018			813.21
400	IRBY'S ANSWERING SERVICE	190797	01/15/2019	01/03/2019			573.66	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-698	HOLIDAY CHARGES		277-122618	12/26/2018			12.00
	400-650-698	611 MTS: 11/28-12/25/18		277-122618	12/26/2018			147.66
	400-650-698	BASE RATE: 12/26-1/22/19		277-122618	12/26/2018			414.00
400	JACKSON COUNTY UTILITY AUTHORITY	190799	01/15/2019	01/03/2019			180,418.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-668	JAN 2019 TREATMENT CHGS		239	01/01/2019			181,416.00
	400-651-668	FY 2018 ACTUAL FLOW ADJ		239	01/01/2019			-998.00
400	SINGING RIVER ELECTRIC COOPERATIVE	190809	01/15/2019	01/03/2019			4,482.43	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-631	LIFT STNS 17875		12202018	12/28/2018			262.12
	400-651-631	LIFT STNS 17883		12202018	12/28/2018			2,432.18
	400-651-631	LIFT STNS 17884		12202018	12/28/2018			1,788.13
400	CLEARWATER SOLUTIONS LLC	190816	01/15/2019	01/07/2019			170,690.75	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-672	DEC 2018 OPERATION FEE		GAUTIER073	01/01/2019			170,690.75
400	LOWES HOME CENTERS INC	190823	01/15/2019	01/07/2019			278.05	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-651-584	SUPPLIES: LIFT STN		901564	11/28/2018			129.25
	400-650-635	DRYWALL MIX		902532	12/03/2018			5.97
	400-651-584	SUPPLIES: LIFT STN		901432	12/03/2018			56.85
	400-650-635	BATH FAN		901409	12/03/2018			18.99
	400-650-635	DOOR KNOB&CASING,1X6X16 BOARD		901017	12/06/2018			54.61
	400-650-635	REPR ROOF: PW BLDG		901029	12/19/2018			12.38
400	FUELMAN	190843	01/15/2019	01/08/2019			62.28	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-525	UNL FUEL		NP55003389	12/31/2018			62.28
400	SOUTHERN LINC	190845	01/15/2019	01/08/2019			109.20	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-698	DEC 2018 SERV CHGS		10558701	01/01/2019			12.92
	400-650-698	JAN 2019 SERV CHGS		10558701	01/01/2019			80.00
	400-650-698	TAXES/FEES		10558701	01/01/2019			12.32
	400-650-698	EQUIPMENT CHARGE		10558701	01/01/2019			3.96

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	FIRST NATIONAL BANK TRUST DEPT Account Number 400-680-803	190846	01/15/2019	01/08/2019			1,940.00	
	Description S2012 BOND FEES CY 2018			Invoice # 12312018	Date 12/31/2018	P.O.	Amount	1,940.00
400	FIRST NATIONAL BANK TRUST DEPT Account Number 400-680-803	190847	01/15/2019	01/08/2019			1,240.00	
	Description S2018 BOND FEES CY 2018			Invoice # 12312018	Date 12/31/2018	P.O.	Amount	1,240.00
400	WASTE MANAGEMENT OF MS-GLF COAST INC Account Number 400-651-698	190850	01/15/2019	01/08/2019			672.98	
	Description ROLL - OFF TIMBERLANE			Invoice # 06 8289147685	Date 01/02/2019	P.O.	Amount	672.98
400	FUELMAN Account Number 400-650-525	190868	01/15/2019	01/09/2019			101.69	
	Description UNL FUEL			Invoice # NP55122450	Date 01/07/2019	P.O.	Amount	101.69
400	CENTRAL PIPE AND SUPPLY Account Number 400-651-583 400-651-583 400-651-583 400-651-583	190889	01/15/2019	01/09/2019			448.96	
	Description COLLAR LEAK 2"X7.5" (4) PRESSURE REPAIR COUP 2" (12) PVC SDR-35 COUP 4" (12) PVC SDR-35 CAP 4" (12)			Invoice # S100164719 S100164719 S100164719 S100164719	Date 01/02/2019 01/02/2019 01/02/2019 01/02/2019	P.O. 190324 190324 190324 190324	Amount	212.92 175.80 32.16 28.08
400	CORE & MAIN LP Account Number 400-651-581 400-651-581 400-651-583	190895	01/15/2019	01/09/2019			137.28	
	Description WHITE MARKING PAINT (24) BLUE MARKING PAINT (12) GREEN MARKING PAINT (12)			Invoice # J936374 J936374 J936374	Date 12/28/2018 12/28/2018 12/28/2018	P.O. 190277 190277 190277	Amount	68.64 34.32 34.32
400	J H WRIGHT & ASSOCIATES INC Account Number 400-651-581 400-651-581 400-651-584 400-651-584	190901	01/15/2019	01/09/2019			950.00	
	Description SQUARE D SIZE 3 MOTOR SHIPPING: LARK WELL #1 PMPU PHASE MONITOR: OCEAN EST PMPU PHASE MONITOR: SPARE			Invoice # 411913 411913 411976 411976	Date 12/21/2018 12/21/2018 12/26/2018 12/26/2018	P.O. 190158 190158 190325 190325	Amount	675.00 35.00 120.00 120.00
400	COGENT STRATEGIES LLC Account Number 400-650-601	190902	01/15/2019	01/10/2019			7,500.00	
	Description PROFESSIONAL FEES			Invoice # 1402	Date 01/09/2019	P.O.	Amount	7,500.00
400	MALLETTE BROTHERS CONSTRUCTION INC Account Number 400-651-683	190903	01/15/2019	01/10/2019			609.00	
	Description 8.12 ASPHALT TN			Invoice # 20074	Date 12/31/2018	P.O.	Amount	609.00
FUND TOTAL 400 Claims to		Checks	17 Total	377,243.94	Manual	Held	Total	377,243.94

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
404	DELTA SANITATION OF MS LLC	190811	01/15/2019	01/03/2019			140,554.82	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	404-677-693	DEC 2018 RES GARBAGE (6254)		0000984538	12/31/2018		144,654.82	
	404-677-693	NOV 2018 DAMAGES		11302018	12/03/2018		-4,100.00	
FUND TOTAL 404 Claims	to	Checks	1 Total	140,554.82	Manual		Held	Total 140,554.82

SUMMARY OF ALL FUNDS

FUND 1 Claims	to	Checks	58 Total	93,120.29 Manual	Held	Total	93,120.29
FUND 20 Claims	to	Checks	1 Total	46,323.96 Manual	Held	Total	46,323.96
FUND 157 Claims	to	Checks	4 Total	36,721.32 Manual	Held	Total	36,721.32
FUND 172 Claims	to	Checks	1 Total	1,676.49 Manual	Held	Total	1,676.49
FUND 176 Claims	to	Checks	8 Total	3,458.91 Manual	Held	Total	3,458.91
FUND 352 Claims	to	Checks	1 Total	2,420.00 Manual	Held	Total	2,420.00
FUND 400 Claims	to	Checks	17 Total	377,243.94 Manual	Held	Total	377,243.94
FUND 404 Claims	to	Checks	1 Total	140,554.82 Manual	Held	Total	140,554.82
Total for all Funds			91 Total	701,519.73 Manual	Held	Total	701,519.73

CITY OF GAUTIER
Consent Agenda Item #1
Fact Sheet

Council Meeting:
Title:

January 15, 2019
Resolution to remove a Frigidaire microwave from
Police Department inventory and declare surplus

Introduced by:
Contact Person/Telephone

Chief Dante Elbin 497-8007

Summary Explanation: Approval of a resolution removing a Frigidaire microwave, Serial Number KG54187606, from Police Department inventory and declaring the equipment surplus.

EXHIBITS FOR REVIEW

Resolution	☒
Ordinance	☐
Contract/Agreement	☐
Minutes	☐
Plan Maps	☐
Order	☐
Other	☐
Submittal Authorization	City Manager

Staff Recommendation:

Approval

Motion Made by:									
Torjusen	☐	Martin	☐	George	☐	Jackson	☐	Vaughan	☐
Anderson	☐	Colledge	☐						

Second Made by:									
Torjusen	☐	Martin	☐	George	☐	Jackson	☐	Vaughan	☐
Anderson	☐	Colledge	☐						

Voted as follows:		Ayes	Nays	Abstained	Absent
Mayor	Torjusen	☐	☐	☐	☐
At Large	Martin	☐	☐	☐	☐
Ward 1	George	☐	☐	☐	☐
Ward 2	Jackson	☐	☐	☐	☐
Ward 3	Vaughan	☐	☐	☐	☐
Ward 4	Anderson	☐	☐	☐	☐
Ward 5	Colledge	☐	☐	☐	☐

Action Taken:

There came for consideration of the Mayor and Members of the Council of the City of Gautier, Mississippi the following:

RESOLUTION NUMBER 000-2019

**RESOLUTION OF THE CITY OF GAUTIER, MISSISSIPPI REMOVING POLICE
DEPARTMENT EQUIPMENT FROM INVENTORY AND DECLARING
EQUIPMENT SURPLUS**

WHEREAS, the Gautier Police Department is requesting the following equipment be removed from inventory and declared surplus:

<u>ITEM</u>	<u>SERIAL NUMBER</u>
(1) Frigidaire Microwave	KG54187606

WHEREAS, the Mayor and Members of the Council have determined that, given the age and condition of the equipment, removal from inventory and declaring surplus, is in the best interest of the City of Gautier.

BE IT, THEREFORE, RESOLVED that the Mayor and Council of the City of Gautier, Mississippi has determined that the equipment is hereby removed from inventory and declared surplus.

BE IT, FURTHER, RESOLVED that the Council authorizes the City Manager or City Clerk to execute all documents necessary for this purpose.

The motion to approve the foregoing resolution was made by **BLANK**, seconded by **BLANK**, and the following vote was recorded:

AYES:

NAYS:

WHEREUPON, the Mayor and Members of the Council of the City of Gautier, Mississippi, declared the motion carried and the Resolution adopted this the 15th, January, 2019.

MAYOR

ATTEST:

CITY CLERK

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: Danny Selover, Police
Date: 01/07/2019
Subject: Authorization to remove a Frigidaire microwave from inventory and declare surplus.

REQUEST:

City Council authorization is requested for the City to remove and surplus (1) Frigidaire microwave, serial number KG54187606, inventory number 969 from the Police Department Inventory.

BACKGROUND:

The microwave was utilized by employees in the Police Departments kitchen.

DISCUSSION:

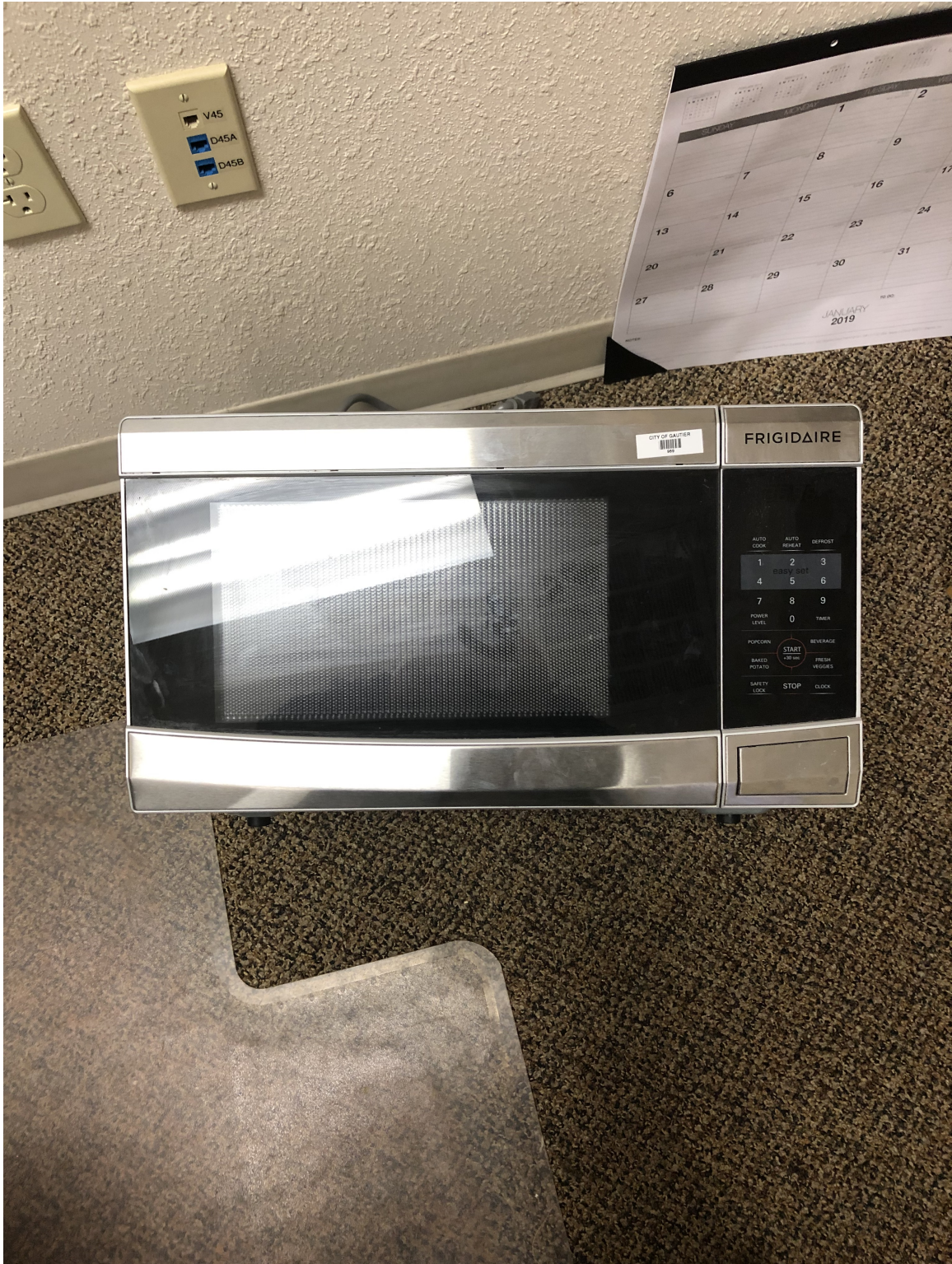
The microwave had recently quit working and has been replaced with a new one.

RECOMMENDATION:

Police Department Staff recommends the City Council authorize the removal of the above described item from the Police Department Inventory and declare it as surplus.

ATTACHMENTS:

picture



**CITY OF GAUTIER
Consent Agenda Item #2
Fact Sheet**

Council Meeting:
Title:

**January 15, 2019
Receive December 2018 Privilege License Report**

Introduced by:
Contact Person/Telephone

Cynthia Russell 497-8000 ext. 302

Summary Explanation: Receive December 2018 Privilege License Report.

EXHIBITS FOR REVIEW

Resolution	☐
Ordinance	☐
Contract	☐
Minutes	☐
Plan Maps	☐
Order	☒
Other	☐
Submittal Authorization	City Manager

Staff Recommendation:
Approval

Motion Made by:

Torjusen	☐	Martin	☐	George	☐	Jackson	☐	Vaughan	☐	Anderson	☐	Colledge	☐
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Second Made by:

Torjusen	☐	Martin	☐	George	☐	Jackson	☐	Vaughan	☐	Anderson	☐	Colledge	☐
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Voted as follows:		Ayes	Nays	Abstained	Absent
Mayor	Torjusen	☐	☐	☐	☐
At Large	Martin	☐	☐	☐	☐
Ward 1	George	☐	☐	☐	☐
Ward 2	Jackson	☐	☐	☐	☐
Ward 3	Vaughan	☐	☐	☐	☐
Ward 4	Anderson	☐	☐	☐	☐
Ward 5	Colledge	☐	☐	☐	☐

Action Taken:

There came for consideration of the Mayor and Members of the Council of the City of Gautier, Mississippi, the following:

ORDER NUMBER 000-2019

WHEREAS, Miss. Code Ann. 27-17-501 requires the governing authority of municipalities to receive a report of the privilege licenses issued during the preceding month; and

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the Privilege License Reports for December 2018 is hereby received.

IT IS FURTHER ORDERED that the City Manager or City Clerk is authorized to execute any and all documents necessary for this purpose.

Motion was made by **BLANK**, seconded by **BLANK** and the following vote was recorded:

AYES:

NAYS:

MAYOR

ATTEST:

CITY CLERK

BLANK by the Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of January 15, 2019.

		City of Gautier		
		Business Registry		
		December 2018		
<u>ACCOUNT#</u>	<u>LICENSE #</u>	<u>BUSINESS NAME/OWNER</u>	<u>AMOUNT</u>	<u>STATUS</u>
179	2019-12-0006133	Vulcan Construction Materials	\$300.00	Current
158	2019-12-0006134	Mallette Bros Construction	\$150.00	Current
166	2019-12-0006135	Southern Hideaway Estates	\$20.00	Current
23	2019-10-0006136	Gautier Animal Clinic	\$22.20	Delinquent
1438	Closed	El Tapatio Mexican Restaurant	\$0	Closed
149	2019-12-0006137	Fitness Massage Therapy	\$20.00	Current
1288	2019-11-0006138	Community Services For Vision	\$22.00	Current
1510	2019-12-0006139	The Latin Spot	\$20.00	New Business
878	2019-10-0006140	Pearson Builders	\$22.00	Delinquent
422	2019-12-0006143	422	\$20.00	Current
135	2019-12-0006144	Advanaced Auto Parts	\$92.50	Current
150	2019-12-0006145	Flowers By Evelyn/ T&E Appr	\$20.00	Current
39	2019-12-0006146	Magnolia Oaks Apt.	\$20.00	Delinquent
1456	2019-12-0006147	Barnlight Property Solutions	\$20.00	Current
1343	2019-12-0006148	Matresses of Mississippi	\$20.00	Current
134	2019-11-0006149	United Parcel Services	\$87.00	Delinquent
1511	2019-11-0006150	One Stop of Gautier Inc	\$40.00	New Business
809	2019-12-000651	Cash, INC	\$20.00	Current
173	2019-12-0006153	Always Money	\$20.00	Current
1393	2019-12-0006154	Rita's Wholesale	\$20.00	Current
1398	2019-12-0006155	Harwell's A/C Installation/Repair	\$20.00	Current
1457	2019-12-0006156	Mississippi Mosquito Control	\$30.00	Current
161	2019-12-0006157	Allen Beverages, INC/ DBA Pepsi	\$150.00	Current
148	2019-12-0006158	Dodge Store # 39/ Royal Oil Cmpy	\$82.50	Current
1392	Closed acct 12/26/18	Tolbert's Genie Bottle	\$0.00	Closed
946	2019-12-0006159	Sarah Bragg Real Estate	\$20.00	Current
1512	2019-12-0006160	Evapes, LLC	\$20.00	New Business
1514	2019-12-0006163	Extreme Tax Service	\$20.00	New Business
1513	2019-12-0006162	MS Lock St. DBA Gautier L. Stge	\$20.00	Current

		Total	\$1,318.20	
		New Business	4	
		Slot Amusement	0	
		Due Refund	0	
		Transient Vendor	0	
		Closed Business	2	
		Delinquent Renewals Issued	4	

CITY OF GAUTIER
Consent Agenda Item #3
Fact Sheet

Council Meeting:
Title:

January 15, 2019
Approval of minutes from Regular Council
Meeting held January 2, 2019.

Introduced by:
Contact Person/Telephone

Cynthia Russell 497-8000 Ext. 302

Summary Explanation: Approval of minutes from Regular Council Meeting held January 2, 2019.

EXHIBITS FOR REVIEW

Resolution	☐
Ordinance	☐
Contract/Agreement	☐
Minutes	☒
Plan Maps	☐
Order	☒
Other	☐
Submittal Authorization	City Manager

Staff Recommendation:

Approval

Motion Made by:									
Torjusen	☐	Martin	☐	George	☐	Jackson	☐	Vaughan	☐
Anderson	☐	Colledge	☐						

Second Made by:									
Torjusen	☐	Martin	☐	George	☐	Jackson	☐	Vaughan	☐
Anderson	☐	Colledge	☐						

Voted as follows:		Ayes	Nays	Abstained	Absent
Mayor	Torjusen	☐	☐	☐	☐
At Large	Martin	☐	☐	☐	☐
Ward 1	George	☐	☐	☐	☐
Ward 2	Jackson	☐	☐	☐	☐
Ward 3	Vaughan	☐	☐	☐	☐
Ward 4	Anderson	☐	☐	☐	☐
Ward 5	Colledge	☐	☐	☐	☐

Action Taken:

There came for consideration of the Mayor and Members of the Council of the City of Gautier, Mississippi, the following:

ORDER NUMBER 000-2019

WHEREAS, Miss. Code Ann. 21-15-33 requires that the minutes be adopted and approved by a majority of the members of the governing body at the next regular meeting or within thirty (30) days of the meeting they represent, whichever occurs first. Upon such approval, the minutes are valid from and after the date of the meeting; and

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the minutes from Regular Council Meeting held January 2, 2019 are hereby approved.

IT IS FURTHER ORDERED that the City Manager or City Clerk is authorized to execute any and all documents necessary for this purpose.

Motion was made by **BLANK** seconded by **BLANK** and the following vote was recorded:

AYES:

NAYS:

MAYOR

ATTEST:

CITY CLERK

BLANK by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of January 15, 2019.

Wednesday
January 2, 2019
Gautier, Mississippi

BE IT REMEMBERED THAT A REGULAR MEETING of the Mayor and Members of the Council of the City of Gautier, Mississippi was held January 2, 2019 at 6:30 PM in the City Hall Municipal Building, 3330 Highway 90, Gautier, Mississippi.

Those present were Mayor Phil Torjusen, Council Members Mary Martin, Cameron George, Richard Jackson, Casey Vaughan, Rusty Anderson, and Adam Colledge. Also present were Josh Danos, City Attorney and other concerned citizens. Recording minutes was Emily Cumbest, Administrative Assistant. Absent were Paula Yancey, City Manager and Cindy Russell, City Clerk.

**AGENDA
CITY OF GAUTIER, MISSISSIPPI
CITY HALL COUNCIL CHAMBERS
January 2, 2019 @ 6:30 PM**

I. Call to Order

1. Prayer

2. Pledge of Allegiance

II. Agenda Order Approval

III. Announcements

- 1. Office closed Monday, January 21, 2019 in observance of the birthdays of Robert E. Lee and Dr. Martin Luther King, Jr.**

IV. Presentation Agenda

V. Business Agenda

1. Approval of Docket of Claims

☐	STAFF PRESENTATION	☐	PUBLIC QUESTIONS/COMMENTS (3 MINUTES PER PERSON)	☐	MOTION COUNCIL DISCUSSION/QUESTIONS	☐	VOTE
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VI. Consent Agenda (All items approved in one motion)

- 1. Receive November 2018 Finance Report**
- 2. Approval of minutes from Recessed Council Meeting held December 18, 2018.**
- 3. Approval of a resolution amending language in the Southern Linc Contract from Recessed Council Meeting held December 18, 2018.**

VII. STUDY AGENDA

- 1. Discuss Citizen Comments**
- 2. Discuss Council Comments**
- 3. Discuss City Manager Comments**
- 4. Discuss City Clerk Comments**
- 5. Discuss City Attorney Comments**

Recess until January 15, 2019 at 6:30 PM

www.gautier-ms.gov

Meeting was called to order by Mayor Torjusen at 6:30 PM.

Councilman Colledge made the motion to approve the agenda order with the following request for Consent Agenda Item #2 to be pulled by Councilman Vaughan. Councilman Jackson seconded the motion. The vote was carried unanimously.

Announcements

- 1.** Office closed Monday, January 21, 2019 in observance of the birthdays of Robert E. Lee and Dr. Martin Luther King, Jr.
-

Presentation

None

TO THE OFFICERS AND EMPLOYEES OF THE STATE OF MISSISSIPPI:

WHEREAS, the Legislature has designated the third Monday of January as the day for the observance of the birthdays of ROBERT E. LEE and DR. MARTIN LUTHER KING, JR., and under the provisions of Section 3-3-7, Mississippi Code of 1972, is a legal holiday in the State of Mississippi;

THEREFORE, all officers and employees of the State of Mississippi are authorized and empowered, at the discretion of the executive head of the department or agency, to close their respective offices in observance of the holiday on

MONDAY, JANUARY 21, 2019

GIVEN under my hand and seal of office at Jackson, Mississippi, this the 19th day of December, 2018.



C. Delbert Hosemann, Jr.

C. DELBERT HOSEMAN, JR.
SECRETARY OF STATE
STATE OF MISSISSIPPI

Councilwoman Martin made the motion to approve the Docket of Claims, as presented, provided that all entries thereon are true, correct, properly entered, and not fraudulent. Councilman Colledge seconded the motion. The vote was carried unanimously.

There came for consideration of the Mayor and Members of the Council of the City of Gautier, Mississippi, the following:

ORDER NUMBER 001-2019

WHEREAS, Miss. Code Ann. 21-39-9 requires governing authority to review all unpaid claims and determine if there is an obligation. An obligation exists if the related materials and supplies were properly contracted for and received by the municipality; and

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the Docket of Claims is hereby approved, provided that all entries thereon are true, correct, properly entered and not fraudulent.

IT IS FURTHER ORDERED that the City Manager or City Clerk is authorized to execute any and all documents necessary.

Motion was made by **Councilwoman Martin** seconded by **Councilman Colledge** and the following vote was recorded:

AYES: **Phil Torjusen**
 Mary Martin
 Cameron George
 Richard Jackson
 Casey Vaughan
 Rusty Anderson
 Adam Colledge

NAYS: **None**

MAYOR

ATTEST:

CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of January 2, 2019.

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	PITNEY BOWES GLOBAL FINANCIAL SERVS	190680	01/02/2019	12/17/2018			422.97	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-092-698	LEASE PMT: POSTAGE MACHINE		3307702067	12/07/2018			422.97
001	C SPIRE WIRELESS	190681	01/02/2019	12/17/2018			555.61	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-605	POLICE CELLS		032680896	11/12/2018			555.61
001	M & E FEED & SEED	190685	01/02/2019	12/18/2018			41.99	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-514	DOG FOOD		273871	11/09/2018			41.99
001	FUELMAN	190687	01/02/2019	12/19/2018			2,582.70	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-525	UNL FUEL		NP54937854	12/17/2018			1,951.67
	001-161-525	UNL & DSL FUEL		NP54937854	12/17/2018			493.52
	001-170-525	UNL FUEL		NP54937854	12/17/2018			74.97
	001-205-525	UNL FUEL		NP54937854	12/17/2018			62.54
001	JACKSON COUNTY CHAMBER OF COMMERCE	190689	01/02/2019	12/19/2018			1,300.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-090-681	LEADERSHIP JC: ANKERSON,S		29188	12/18/2018			1,300.00
001	STAPLES BUSINESS ADVANTAGE DEPT ATL	190691	01/02/2019	12/20/2018			183.98	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-045-500	LEX 71B10KO BLACK TONER (2)		3398513618	12/06/2018			183.98
001	GLOBALSTAR	190692	01/02/2019	12/20/2018			85.98	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-092-605	MONTHLY SERVICE		0009946334	12/16/2018			85.98
001	AT&T	190702	01/02/2019	12/26/2018			176.16	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-092-605	MONTHLY SERVICE		2284972172	12/14/2018			176.16
001	CABLE ONE INC	190703	01/02/2019	12/26/2018			83.32	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-698	JAN 2019: SFD #122025091		12162018	12/23/2018			83.32
001	CABLE ONE INC	190704	01/02/2019	12/26/2018			83.32	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-698	JAN 2019: CFD #122024086		12162018	12/23/2018			83.32
001	AT&T	190713	01/02/2019	12/26/2018			108.82	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-092-605	MONTHLY SERVICE		2284977070	12/14/2018			108.82

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	AT&T	190715	01/02/2019	12/26/2018			31.80	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-100-699	NCIC TELECOM SERV	2284970262	12/14/2018			31.80	
001	AIRGAS USA LLC	190717	01/02/2019	12/26/2018			203.90	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-205-588	CYLINDER RENTAL	9083563820	12/17/2018			203.90	
001	DELTA COMPUTER SYSTEMS INC	190718	01/02/2019	12/26/2018			485.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-092-698	ACCTG SOFTWARE MAINT	MN133108	12/15/2018			335.00	
	001-092-698	VOTER REG SOFTWARE MAINT	MN133108	12/15/2018			20.00	
	001-092-698	PRIV LICENSE SOFTWARE MAINT	MN133109	12/15/2018			130.00	
001	AT&T	190719	01/02/2019	12/26/2018			2,858.51	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-092-605	MONTHLY SERVICE	2284978000	12/14/2018			2,858.51	
001	FUELMAN	190721	01/02/2019	12/26/2018			2,567.70	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-090-525	UNL FUEL	NP54977857	12/24/2018			81.86	
	001-100-525	UNL FUEL	NP54977857	12/24/2018			1,781.25	
	001-161-525	UNL & DSL FUEL	NP54977857	12/24/2018			489.49	
	001-170-525	UNL & DSL FUEL	NP54977857	12/24/2018			169.41	
	001-205-525	DSL FUEL	NP54977857	12/24/2018			45.69	
001	CITY OF GAUTIER 7M BOND ACCT	190734	01/02/2019	12/26/2018			83,285.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-900-969	TR S2010 INT PMT	02012019	01/02/2019			83,285.00	
001	CITY OF OCEAN SPRINGS	190735	01/02/2019	12/26/2018			6,962.55	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-161-681	REIMB TRAINING: CARLSON,C	S 21-25-3	12/25/2018			6,962.55	
001	K & R SERVICES INC	190736	01/02/2019	12/26/2018			228.30	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-205-639	SOLENOID	39204	12/20/2018			100.80	
	001-205-639	LABOR	39204	12/20/2018			127.50	
001	TRIDENT INSURANCE SERVICES	190737	01/02/2019	12/27/2018			448.60	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-092-625	DEDUCTIBLE: BRADLEY CLAIM	96258	01/01/2019			448.60	
001	ALABAMA MEDIA GROUP	190738	01/02/2019	12/27/2018			18.60	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-090-615	NOTICE: GPC# 18-23-VAR	0008938453	12/16/2018	190286		18.60	

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	CAN'T MISS EMBROIDERY	190739	01/02/2019	12/27/2018			437.50	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-535	FRONT CAP: GPD LOGO (70)		21492	12/14/2018	190188		332.50
	001-100-535	BACK CAP: GAUTIER POLICE (70)		21492	12/14/2018	190188		105.00
001	REYNOLDS WHOLESALE CO	190740	01/02/2019	12/27/2018			22.82	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-559	HD PLASTIC FORKS (300)		61692	12/13/2018	190291		12.87
	001-170-559	DINNER NAPKINS (500)		61692	12/13/2018	190291		9.95
001	PASCAGOULA SHEET METAL WORKS INC	190742	01/02/2019	12/27/2018			19.75	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-170-639	3/16" CARBON STL FLAT BAR 10'		77081	12/11/2018	190283		19.75
001	CUSTOM PRODUCTS CORPORATION	190744	01/02/2019	12/27/2018			133.53	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-201-565	18X54 ST SIGN: LADNIER		313655	12/17/2018	190276		106.63
	001-201-565	FREIGHT		313655	12/17/2018	190276		26.90
001	COOPER FAMILY MED CENTER	190745	01/02/2019	12/27/2018			310.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-604	ACADEMY PHYSICAL: WHITE, C		38282	12/17/2018	190206		100.00
	001-100-604	EKG: WHITE, CHARLES		38282	12/17/2018	190206		55.00
	001-100-604	ACADEMY PHYSICAL: WYLLIE, P		38282	12/17/2018	190257		100.00
	001-100-604	EKG: WYLLIE, PATRICK		38282	12/17/2018	190257		55.00
001	MS TROPHY LLC	190746	01/02/2019	12/27/2018			250.95	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-535	COLLAR BRASS: GFD (5)		11338	12/11/2018	190087		150.00
	001-161-535	COLLAR BRASS: MISS (5)		11338	12/11/2018	190087		65.50
	001-161-535	SHIPPING		11338	12/11/2018	190087		3.75
	001-100-535	NAME-SERVING BAR: HOLTER		11357	12/14/2018	190167		31.70
001	SOUTHERN PIPE & SUPPLY	190747	01/02/2019	12/27/2018			98.88	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-205-559	WATER SAVER REPAIR KIT (3)		2558981-00	12/05/2018	190260		83.85
	001-205-559	VAC BREAKER REPAIR KIT (3)		2558981-00	12/05/2018	190260		15.03
001	GOODYEAR AUTO CENTER	190748	01/02/2019	12/27/2018			324.94	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-638	WRL FORTITUDE HT (2): U#19591		206489	12/13/2018	190295		268.94
	001-100-638	F-E ALIGNMENT: U# 19591		206489	12/13/2018	190295		54.00
	001-100-638	WASTE TIRE FEE		206489	12/13/2018	190295		2.00
001	SECURE NETWORKS LLC	190751	01/02/2019	12/27/2018			357.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-100-639	SEAGATE 8TB INT HARD DRIVE		3647	12/18/2018	190275		347.00
	001-100-639	SHIPPING		3647	12/18/2018	190275		10.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	STAPLES BUSINESS ADVANTAGE DEPT ATL	190752	01/02/2019	12/27/2018			823.50	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-170-500	DRY-ERASE ERASER (2)	3398786293	12/08/2018	190271		1.86	
	001-170-500	2019 STPL 11X8 PLANNER (3)	3398786293	12/08/2018	190271		33.33	
	001-170-500	2019 ERASEABLE WALL CALENDAR	3398786293	12/08/2018	190271		31.24	
	001-170-500	CS WT COPY PAPER LTR (15)	3398786293	12/08/2018	190271		584.25	
	001-045-559	STPL 25' CAT5 ETHERNET CABLE	3396956816	11/21/2018	190203		9.99	
	001-045-559	STPL 15' USB 2.0 AB CABLE	3396956816	11/21/2018	190203		9.99	
	001-022-500	RM CANARY PAPER (2)	3396956816	11/21/2018	190203		10.58	
	001-045-559	STPL 25" CAT5E ETHERNET CABLE	3398444286	12/05/2018	190203		-9.99	
	001-045-559	STPL 15' USB 2.0 CABLE	3398444286	12/05/2018	190203		-9.99	
	001-022-500	RM CANARY PAPER (2)	3398444286	12/05/2018	190203		-10.58	
	001-040-500	SHARPIE PEN FINE BK 12/PK	3399078294	12/13/2018	190289		17.54	
	001-040-500	BROTHER DR221CL DRUM SET	3399078294	12/13/2018	190289		149.99	
	001-022-500	RM CANARY PAPER LTR	3399078294	12/13/2018	190289		5.29	
001	CUPIT SIGNS INC	190753	01/02/2019	12/27/2018			56.97	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-170-615	UPDATE CHRISTMAS BANNER INFO	30582	11/07/2018	190154		56.97	
001	EMERGENCY EQUIPMENT PROFESSIONALS	190754	01/02/2019	12/27/2018			5,154.39	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-161-638	REPAIR PARTS: ENGINE 1	439395	12/18/2018	190268		2,274.39	
	001-161-638	LABOR & TRAVEL TIME: ENGINE 1	439395	12/18/2018			2,880.00	
001	AXON ENTERPRISE INC	190757	01/02/2019	12/27/2018			3,915.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-100-799	YELLOW X26P CEW,HANDLE (3)	SI-1566736	12/14/2018	190272		3,066.00	
	001-100-799	RT HAND HOLSTER X26P BK (3)	SI-1566736	12/14/2018	190272		183.00	
	001-100-799	PPM STD BATTERY PK X26P (3)	SI-1566736	12/14/2018	190272		186.00	
	001-100-799	25' STD CARTRIDGE X26P (15)	SI-1566736	12/14/2018	190272		480.00	
001	MEDTECH FORENSICS INC	190758	01/02/2019	12/27/2018			758.97	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-100-559	TRI-TECH MS GSR KIT 10/CS (4)	30442	12/17/2018	190233		304.00	
	001-100-559	BIOHZD EVID INTGRY STRP (200)	30442	12/17/2018	190233		27.34	
	001-100-559	EVID-CHAIN OF POSS TAG (200)	30442	12/17/2018	190233		45.22	
	001-100-559	HIFI VOLCANO LATENT PRNT POWDR	30442	12/17/2018	190233		127.21	
	001-100-559	BLACK NITRILE PF GLOVES (1000)	30442	12/17/2018	190233		195.20	
	001-100-559	SHIPPING AND HANDLING	30442	12/17/2018	190233		60.00	
001	DELTA INDUSTRIAL SERVICE AND SUPPLY	190759	01/02/2019	12/27/2018			1,617.96	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	001-161-535	LAKELAND COAT SZ 44	68020	12/21/2018	181089		525.00	
	001-161-535	DEFNDR M THERMAL STEDAIR 3000	68020	12/21/2018	181089		342.00	
	001-161-535	LAKELAND PANT 38 X 30	68020	12/21/2018	181089		400.00	
	001-161-535	DEFNDR M THERMAL STEDAIR 3000	68020	12/21/2018	181089		275.00	
	001-161-535	3" LETTERING YLW-LIME	68020	12/21/2018	181089		15.00	
	001-161-535	STEALTH VELCRO TAIL LTR PATCH	68020	12/21/2018	181089		33.00	
	001-161-535	BLACK THUMB LOOP	68020	12/21/2018	181089		8.00	

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
001	DELTA INDUSTRIAL SERVICE AND SUPPLY	190759	01/02/2019	12/27/2018			1,617.96	(CONTINUED)
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-535	SHIPPING		68020	12/21/2018	181089		19.96
001	DRONE NERDS INC	190760	01/02/2019	12/27/2018			2,321.08	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-639	DJI INSPIRE V2.0 DRONE		I100044	10/26/2018	190112		1,399.00
	001-161-639	DJI INSPIRE 1 BATTERY TB47		I100044	10/26/2018	190112		477.00
	001-161-639	CGEAR 3X3 LANDING PAD MAT		I100044	10/26/2018	190112		34.99
	001-161-639	DJI PHANTM REMOTE MONITOR HOOD		I100044	10/26/2018	190112		19.00
	001-161-639	LUME CUBE LIGHTING KIT		I100044	10/26/2018	190112		179.99
	001-161-639	LANDING MODE CASE		I100044	10/26/2018	190112		469.00
	001-161-639	10% DISCOUNT		I100044	10/26/2018	190112		-257.90
001	JERRY LEE'S	190761	01/02/2019	12/27/2018			93.34	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-559	CASE BOTTLED WATER		#0148	12/18/2018	190299		93.34
001	SINGING RIVER ELECTRIC COOPERATIVE	190763	01/02/2019	12/27/2018			495.40	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	001-161-631	BROWN FD 95237002		12152018	12/21/2018			245.05
	001-161-631	MARTIN BLUFF FD 58380001		12162018	12/26/2018			126.44
	001-201-629	SIGNAL LIGHTS 17546		12162018	12/26/2018			32.38
	001-092-631	CITY LIMIT SIGN 17546		12162018	12/26/2018			25.69
	001-100-631	MBLUFF SUB STN 58521002		12162018	12/26/2018			65.84
FUND TOTAL	1 Claims	to	Checks	39 Total	119,906.79 Manual	Held	Total	119,906.79

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
130	PEOPLES BANK CORPORATE TRUST SERVS	190732	01/02/2019	12/26/2018			83,284.38	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	130-680-813	GAUTIER GO BOND S2010		3194	11/20/2018			83,284.38
FUND TOTAL 130 Claims	to	Checks	1 Total	83,284.38 Manual		Held	Total	83,284.38

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
157	144TH MARKETING GROUP LLC	190756	01/02/2019	12/27/2018			2,010.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	157-100-799	RAPTOR RP1,DUAL KA-BAND ANTNNNA		20879	12/13/2018	190222		1,975.00
	157-100-799	SHIPPING		20879	12/13/2018	190222		35.00
FUND TOTAL 157 Claims	to	Checks	1 Total	2,010.00 Manual		Held		Total 2,010.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
176	SOUTHERN PIPE & SUPPLY	190678	01/02/2019	12/17/2018			56.94	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	176-170-559	4 PVC BACKWATER VALVE (2)		2555753-00	12/04/2018			56.94
176	AD2 INC	190686	01/02/2019	12/18/2018			151.50	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	176-170-699	HOSTING FEE JAN 2019		3377	12/15/2018			36.50
	176-170-699	SHOPPING CART FEE JAN 2019		3377	12/15/2018			115.00
176	AT&T	190690	01/02/2019	12/19/2018			49.94	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	176-170-605	DEC 2018: SSP INTERNET		285615432	12/11/2018			49.94
176	AT&T	190714	01/02/2019	12/26/2018			91.10	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	176-170-605	MONTHLY SERVICE		2284972244	12/14/2018			91.10
176	GULF SALES AND SUPPLY INC	190743	01/02/2019	12/27/2018			428.42	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	176-170-702	135000 BTU KEROSENE HEATER		480743	12/12/2018	190282		428.42
176	CARPET MART INC	190749	01/02/2019	12/27/2018			2,227.90	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	176-170-635	89.33 YD CARPET & PAD INSTLD		20181218	12/18/2018	190288		1,518.61
	176-170-635	18.33 YD ROLL VINYL		20181218	12/18/2018	190288		219.96
	176-170-635	VINYL ADHESIVE		20181218	12/18/2018	190288		50.00
	176-170-635	VINYL INSTALLATION		20181218	12/18/2018	190288		150.00
	176-170-635	CARPET REMOVAL		20181218	12/18/2018	190288		89.33
	176-170-635	FLOOR PREP		20181218	12/18/2018	190288		200.00
176	CENTRAL BUSINESS FORMS	190755	01/02/2019	12/27/2018			114.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	176-170-500	2000 CAMPING PASS-HANGERS		19231	12/05/2018	190267		98.00
	176-170-500	SHIPPING		19231	12/05/2018	190267		16.00
FUND TOTAL 176 Claims	to	Checks	7 Total	3,119.80 Manual		Held	Total	3,119.80

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
301	ADVANCED CONSTRUCTION AND DEVELOPMNT LLC	190707	01/02/2019	12/26/2018			78,660.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	301-600-683	CONSTRUCTION: SPILLWAY		1	12/21/2018			78,660.00
FUND TOTAL 301 Claims	to	Checks	1 Total	78,660.00	Manual	Held	Total	78,660.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
304	SEYMOUR ENGINEERING PLLC Account Number 304-510-762	190705	01/02/2019	12/26/2018			9,725.00	
		Description		Invoice #	Date	P.O.	Amount	
		TOWN COMMONS: DESIGN SERVICES		6885	12/19/2018		9,725.00	
FUND TOTAL 304 Claims	to	Checks	1 Total	9,725.00	Manual	Held	Total	9,725.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
350	SEYMOUR ENGINEERING PLLC	190727	01/02/2019	12/26/2018			20,500.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	350-721-603	DESIGN/PERMITTING 60%		6883	12/19/2018			13,000.00
	350-721-603	GEOTECHNICAL TESTING 60%		6883	12/19/2018			7,500.00
FUND TOTAL 350 Claims	to	Checks	1 Total	20,500.00	Manual	Held	Total	20,500.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
351	SAMPLE HICKS & ASSOCIATES INC	190728	01/02/2019	12/26/2018			8,000.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	351-726-601	APPLICATION PREPARATION		1218-13	12/31/2018			5,000.00
	351-726-601	ENVIRONMENTAL CLEARANCE		1218-14	12/31/2018			3,000.00
351	SEYMOUR ENGINEERING PLLC	190729	01/02/2019	12/26/2018			19,980.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	351-726-787	FLOW TEST, HYDRAULIC ANALYSIS		6884	12/19/2018			12,500.00
	351-726-787	DESIGN SURVEYS		6884	12/19/2018			7,480.00
FUND TOTAL 351 Claims	to	Checks	2 Total	27,980.00	Manual	Held	Total	27,980.00

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
354	SEYMOUR ENGINEERING PLLC	190730	01/02/2019	12/26/2018			5,637.50	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	354-722-603	ENGINEERING PLANS & SPECS		6886	12/19/2018			5,637.50
FUND TOTAL 354 Claims	to	Checks	1 Total	5,637.50	Manual	Held	Total	5,637.50

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	2012 GUD BONDS DEBT SERVICE	190607	01/02/2019	12/12/2018			17,363.75	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-680-816	JAN 2019 PRN PMT		01012019	12/31/2018			17,363.75
400	2018 BOND DEBT SERVICE FUND	190610	01/02/2019	12/11/2018			30,000.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-900-950	JAN 2019: 2018 BOND DS		01012019	01/01/2019			30,000.00
400	CITY OF GAUTIER	190676	01/02/2019	12/17/2018			43,427.11	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-680-821	ST LNS #3 90/57 SWR		12102018	12/10/2018			7,877.45
	400-680-822	ST LNS #4 90/57 WTR		12102018	12/10/2018			10,948.67
	400-680-822	ST LNS #4 90/57 SWR		12102018	12/10/2018			9,019.22
	400-680-823	ST LNS #5 ALLEN RD		12102018	12/10/2018			2,149.95
	400-680-824	ST LNS #6 OLD SPAN TR		12102018	12/10/2018			3,765.83
	400-680-825	ST LNS #7 OLD SPAN TR		12102018	12/10/2018			9,665.99
400	MSC 7511	190677	01/02/2019	12/17/2018			373.65	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-698	FGYJ00-01 RENTAL FEE		INV2820375	12/09/2018			166.49
	400-650-698	MPC4504 USAGE:B/W		INV2820375	12/09/2018			27.26
	400-650-698	MPC4504 USAGE:COLOR		INV2820375	12/09/2018			179.90
400	COMM-TECH SOLUTIONS INC	190679	01/02/2019	12/17/2018			75.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-698	LABOR: MOVE EXT 311		16222	12/11/2018			75.00
400	AT&T	190682	01/02/2019	12/17/2018			60.03	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-605	MONTHLY SERVICE		2284972276	12/16/2018			60.03
400	FUELMAN	190688	01/02/2019	12/19/2018			109.64	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-525	UNL FUEL		NP54937854	12/17/2018			109.64
400	ARISTA INFORMATION SYSTEMS INC	190701	01/02/2019	12/26/2018			5,458.35	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-698	NOV 2018 STATEMENTS		26613	12/19/2018			1,458.35
	400-650-698	NOV 2018 POSTAGE		1425201812	12/19/2018			4,000.00
400	COGENT STRATEGIES LLC	190706	01/02/2019	12/26/2018			7,500.00	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-601	PROFESSIONAL FEES		1378	12/24/2018			7,500.00
400	CABLE ONE INC	190708	01/02/2019	12/26/2018			54.34	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-698	JAN 2019: #107663106		12162018	12/23/2018			54.34

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	AT&T	190716	01/02/2019	12/26/2018			128.80	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	400-650-605	MONTHLY SERVICE	2284974594	12/14/2018			128.80	
400	FUELMAN	190723	01/02/2019	12/26/2018			114.31	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	400-650-525	UNL FUEL	NP54977857	12/24/2018			114.31	
400	SEYMOUR ENGINEERING PLLC	190731	01/02/2019	12/26/2018			1,660.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	400-650-603	GENERAL ENGINEERING	6887	12/19/2018			1,660.00	
400	SINGING RIVER ELECTRIC COOPERATIVE	190733	01/02/2019	12/26/2018			2,437.95	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	400-651-631	LIFT STATIONS 20649	12152018	12/21/2018			1,089.24	
	400-651-631	LIFT STATIONS 28779	12152018	12/21/2018			92.05	
	400-651-631	SCHOONER WELL 20688	12112018	12/19/2018			1,008.03	
	400-651-631	LIFT STATIONS 20688	12112018	12/19/2018			248.63	
400	REYNOLDS WHOLESALE CO	190741	01/02/2019	12/27/2018			522.36	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	400-650-510	30X36 WHITE CAN LINERS 200 CT	61693	12/13/2018	190292		59.85	
	400-650-510	24X33 WHITE CAN LINERS 500 CT	61693	12/13/2018	190292		45.90	
	400-650-510	LYSOL 19OZ SPRAY 12/CS (2)	61693	12/13/2018	190292		150.96	
	400-650-510	CASE NABC CLEANER 4/1 GALLON	61693	12/13/2018	190292		46.00	
	400-650-510	PINE SOL 3/144OZ BOTTLES	61693	12/13/2018	190292		32.85	
	400-650-510	TIME MIST SPY:CNTRY GARDEN (6)	61693	12/13/2018	190292		27.00	
	400-650-510	TIME MIST SPY:CLEAN/FRESH (6)	61693	12/13/2018	190292		27.00	
	400-650-510	PAPER TOWELS 30/CS (2)	61693	12/13/2018	190292		51.80	
	400-650-510	TOILET TISSUE 96/CS (2)	61693	12/13/2018	190292		81.00	
400	SOUTHERN WATERWORKS SUPPLY INC	190750	01/02/2019	12/27/2018			337.55	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	400-651-581	8" MJ CUT IN SLEEVE	78108	12/17/2018	190121		337.55	
400	J H WRIGHT & ASSOCIATES INC	190762	01/02/2019	12/27/2018			1,025.00	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	400-651-583	KEEN LCG2301SL GRINDER PUMP	411679	12/11/2018	190230		700.00	
	400-651-583	KEEN CONTROL PANEL	411679	12/11/2018	190230		325.00	
400	SINGING RIVER ELECTRIC COOPERATIVE	190764	01/02/2019	12/27/2018			4,745.57	
	Account Number	Description	Invoice #	Date	P.O.	Amount		
	400-651-631	LIFT STNS 89627001	12162018	12/26/2018			70.21	
	400-651-631	LIFT STNS 89702001	12162018	12/26/2018			31.79	
	400-651-631	LIFT STNS 17881	12162018	12/26/2018			2,425.03	
	400-651-631	WATER WELLS 17881	12162018	12/26/2018			2,218.54	

Fund	Name of Claimant	Trans #	Release Date	Claim Date	Claim Number	Check Number	Claim Amount	Approved/Disapproved
400	AT&T	190765	01/02/2019	12/27/2018			156.80	
	Account Number	Description		Invoice #	Date	P.O.	Amount	
	400-650-605	MONTHLY SERVICE		2284975234	12/14/2018		156.80	
FUND TOTAL 400 Claims	to	Checks	19 Total	115,550.21	Manual	Held	Total	115,550.21

SUMMARY OF ALL FUNDS

FUND 1 Claims	to	Checks	39 Total	119,906.79 Manual	Held	Total	119,906.79
FUND 130 Claims	to	Checks	1 Total	83,284.38 Manual	Held	Total	83,284.38
FUND 157 Claims	to	Checks	1 Total	2,010.00 Manual	Held	Total	2,010.00
FUND 176 Claims	to	Checks	7 Total	3,119.80 Manual	Held	Total	3,119.80
FUND 301 Claims	to	Checks	1 Total	78,660.00 Manual	Held	Total	78,660.00
FUND 304 Claims	to	Checks	1 Total	9,725.00 Manual	Held	Total	9,725.00
FUND 350 Claims	to	Checks	1 Total	20,500.00 Manual	Held	Total	20,500.00
FUND 351 Claims	to	Checks	2 Total	27,980.00 Manual	Held	Total	27,980.00
FUND 354 Claims	to	Checks	1 Total	5,637.50 Manual	Held	Total	5,637.50
FUND 400 Claims	to	Checks	19 Total	115,550.21 Manual	Held	Total	115,550.21
Total for all Funds		Checks	73 Total	466,373.68 Manual	Held	Total	466,373.68

Councilman Vaughan requested for Consent Agenda #2 to be pulled for separate consideration.

Councilwoman Martin made the motion to approve Consent Agenda Items 1 and 3, as presented. Councilman Vaughan seconded the motion. The vote was carried unanimously.

There came for consideration of the Mayor and Members of the Council of the City of Gautier, Mississippi, the following:

ORDER NUMBER 002-2019

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that Consent Agenda Items 1 and 3 are hereby approved.

IT IS FURTHER ORDERED that the City Manager or City Clerk is authorized to execute any and all documents necessary.

Motion was made by **Councilwoman Martin** seconded by **Councilman Vaughan** and the following vote was recorded:

AYES: **Phil Torjusen**
 Mary Martin
 Cameron George
 Richard Jackson
 Casey Vaughan
 Rusty Anderson
 Adam Colledge

NAYS: **None**

MAYOR

ATTEST:

CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of January 2, 2019.

There came for consideration of the Mayor and Members of the Council of the City of Gautier, Mississippi, the following:

ORDER NUMBER 003-2019

WHEREAS, Miss. Code Ann. 21-35-13 requires a budget report to be presented to the governing authority at the regular meeting each month.

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the Finance Report for November 2018 is hereby received.

IT IS FURTHER ORDERED that the City Manager or City Clerk is authorized to execute any and all documents necessary.

Motion was made by **Councilwoman Martin**, seconded by **Councilman Vaughan** and the following vote was recorded:

AYES: **Phil Torjusen**
 Mary Martin
 Cameron George
 Richard Jackson
 Casey Vaughan
 Rusty Anderson
 Adam Colledge

NAYS: **None**

MAYOR

ATTEST:

CITY CLERK

Passed and Adopted by the Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting January 2, 2019.

NOVEMBER 2018 Ending Cash Balances

GENERAL DEPOSITORY

Fund Name		Account #	Balance
General Fund	Depository Account	001-000-001	\$1,152,912.77
MS Development Loan Katrina	Depository Account	007-000-001	\$240.20
CDBG-Downtown Revitalization	Depository Account	012-000-001	
Transportation Enhancement	Depository Account	013-000-001	(\$40,971.45)
Allen Road Widening	Depository Account	020-000-001	
MDOT Safe Routes to School	Depository Account	029-000-001	
MDAH School House Grant	Depository Account	030-000-001	\$1,158.43
MDMR City Pk Boat Launch Imp	Depository Account	050-000-001	
Martin Bluff Road Improvements	Depository Account	128-000-001	\$102,012.64
U S Justice Equitable Sharing	Depository Account	157-000-001	\$579,020.30
Fire Protection Fund	Depository Account	160-000-001	\$237,831.76
Tidelands Grant	Depository Account	171-000-001	(\$10,600.00)
Library Support Fund	Depository Account	172-000-001	\$1,759.38
MSWFP Recreation Trails Grant	Depository Account	175-000-001	
Shepard State Park Fund	Depository Account	176-000-001	\$73,455.93
USDA NRCS EWP Program	Depository Account	300-000-001	(\$127,829.32)
Pine Cone Drive Spillway	Depository Account	301-000-001	\$159,625.60
Robert Hiram Bridge Sheet Pile Wall	Depository Account	302-000-001	\$73,681.71
MDOT TA Grant: Martin Bluff Sidewalk	Depository Account	303-000-001	\$481,564.40
Town Commons Park Project	Depository Account	304-000-001	\$500,000.00
Solid Waste Fund	Depository Account	404-000-001	(\$47,154.91)
EPA: Brownfields Assessment	Depository Account	409-000-001	\$0.00

General Ledger Cash Balance \$3,136,707.44

General Depository Reconciled Cash Balance **\$3,135,896.98**

ENTERPRISE FUND

Fund Name		Account #	Balance
Elevated Water Tank	Enterprise Account	350-000-002	(\$58,988.00)
Bemis Sewer Project	Enterprise Account	351-000-002	
Water & Sewer Utility	Enterprise Account	400-000-002	\$2,898,234.66
MDB Loan: Water Ion-X Project	Enterprise Account	421-000-002	\$56,287.52
Water Meter Project	Enterprise Account	422-000-002	
Hurricane Katrina (PW Bldg)	Enterprise Account	449-000-002	

General Ledger Cash Balance \$2,895,534.18

Enterprise Reconciled Cash Balance **\$2,892,028.23**

BOND & RESTRICTED FUNDS

Fund Name		Account #	Balance
7M GO Bond S2010	Bond Fund	130-000-001	\$308,868.97
W&S Rev Bond S2018: Debt Service	Debt Service Fund	250-000-007	\$142,959.10
W&S Rev Bond S2018: DS Reserve	Restricted Fund	251-000-003	\$298,016.59
W&S Rev Bond S2018: Contingency	Restricted Fund	251-000-005	\$10,040.81
W&S Rev Bond S2018: Depreciation	Restricted Fund	251-000-009	\$10,040.81
W&S Rev Bond S2018: Construction	Bond Fund	Funds 352-354	\$3,444,447.74
S2012 W&S Refunding Bonds: Debt Service	Debt Service Fund	602-000-007	\$873,814.24
S2012 W&S Refunding Bonds: DS Reserve	Restricted Fund	495-000-001	\$492,702.34
MS Dev Bank SO Bond S2013: DS Reserve	Restricted Fund	497-000-001	\$275,700.70
Customer Meter Deposit Funds	Restricted Fund	406-000-001	\$701,160.06

Total Bond & Restricted Reconciled Cash Balances **\$6,557,751.36**

**NOVEMBER 2018
YEAR TO DATE TOTALS**

General Fund Totals

	BUDGET FY 2019	NOV 2018	Balance	16.66% % to date
General Fund Revenues	10,220,685.00	784,880.60	9,435,804.40	7.6%
Expenditures:				
001 Legislative	158,969.00	29,782.93	129,186.07	18.7%
010 City Court	322,255.00	40,134.53	282,120.47	12.4%
021 City Manager	259,533.00	43,649.25	215,883.75	16.8%
022 Human Resources	125,631.00	21,244.19	104,386.81	16.9%
040 City Clerk	291,241.00	38,441.11	252,799.89	13.1%
045 Finance	225,702.00	44,473.69	181,228.31	19.7%
060 City Attorney	130,000.00	20,000.00	110,000.00	15.3%
090 Economic Dev - Planning	371,209.00	67,457.20	303,751.80	18.1%
092 Building & General Expenses	569,200.00	277,506.27	291,693.73	48.7%
094 Grants & Project Admin	154,639.00	28,868.54	125,770.46	18.6%
100 Police	3,471,472.00	564,666.92	2,906,805.08	16.2%
161 Fire	2,562,288.00	461,245.27	2,101,042.73	18.0%
170 Recreation	585,705.00	93,059.60	492,645.40	15.8%
201 PW: Streets	286,420.00	17,810.75	268,609.25	6.2%
205 PW: Maintenance	245,788.00	47,758.08	198,029.92	19.4%
900 Interfund Transfers	830,452.00	0.00	830,452.00	
General Fund Expenditures	10,590,504.00	1,796,098.33	8,794,405.67	16.9%
<i>Total Operating Expenditures</i>	9,404,276.00	1,773,267.85	7,631,008.15	
<i>Total Capital Outlay Expenditures</i>	291,800.00	22,830.48	268,969.52	
<i>Total Debt Service</i>	63,976.00	0.00	63,976.00	
<i>Total Transfers Out</i>	830,452.00	0.00	830,452.00	
<i>Total Unappropriated</i>	0.00	0.00	0.00	
<i>Check Total</i>	10,590,504.00	1,796,098.33	8,794,405.67	
<i>Personnel</i>	7,389,434.00	1,359,022.38	6,030,411.62	
<i>Supplies</i>	474,867.00	44,299.16	430,567.84	
<i>Other Services</i>	1,539,975.00	369,946.31	1,170,028.69	
<i>Capital Outlay</i>	291,800.00	22,830.48	268,969.52	
<i>Debt Service</i>	63,976.00	0.00	63,976.00	
<i>Interfund Transfers for DS</i>	830,452.00	0.00	830,452.00	
<i>Unappropriated</i>	0.00	0.00	0.00	
<i>Check Total</i>	10,590,504.00	1,796,098.33	8,794,405.67	

**NOVEMBER 2018
YEAR TO DATE TOTALS**

Special Funds	BUDGET FY 2018	As of NOV 2018	Balance	16.66% % to date
007 MS Dev 2.36M Katrina Bonds				
Revenues	280,259.00	0.00	280,259.00	
Expenditures	280,309.00	0.00	280,309.00	
013 TE-Downtown Revitalization				
Revenues	40,971.45	0.00	40,971.45	
020 Allen Road Widening				
Revenues	46,324.00	0.00	46,324.00	
Expenditures	46,324.00	0.00	46,324.00	
029 MDOT Safe Routes to School				
Revenues	27,155.81	0.00	27,155.81	
030 MDAH 2014 Community Heritage				
Expenditures	0.00	0.00	0.00	
128 Martin Bluff Road Project				
Expenditures	102,012.64	0.00	102,012.64	
130 \$7M GO Bond - Capital Improvements				
Revenues	5,428,367.47	1,145.98	5,427,221.49	
Expenditures	5,665,471.60	0.00	5,665,471.60	
157 US Justice Equitable Sharing				
Revenues	0.00	173,209.60	(173,209.60)	
Expenditures	50,000.00	11,942.59	38,057.41	23.8%
160 Fire Protection Fund				
Revenues	104,000.00	0.00	104,000.00	
Expenditures	179,915.06	29.50	179,885.56	
171 Combined Tidelands Grant				
Revenues	707,700.99	0.00	707,700.99	
Expenditures	697,199.49	4,100.00	693,099.49	0.5%
172 Library Support Fund				
Revenues	110,096.00	3,291.11	106,804.89	2.9%
Expenditures	110,096.00	1,531.73	108,564.27	1.3%
176 Shepard State Park				
Revenues	95,500.00	19,427.00	76,073.00	20.3%
Expenditures	128,450.00	12,446.33	116,003.67	9.6%
250 2018 W&S Bond Debt Service				
Revenues	335,200.00	60,416.45	274,783.55	18.0%
Expenditures	274,964.00	0.00	274,964.00	

**NOVEMBER 2018
YEAR TO DATE TOTALS**

Special Funds	BUDGET FY 2018	As of NOV 2018	Balance	16.66% % to date
251 2018 W&S Bond Debt Serv Reserve				
Revenues	11,200.00	11,176.84	23.16	99.7%
300 USDA-NRCS EWP				
Revenues	344,795.00	0.00	344,795.00	
Expenditures	161,250.00	0.00	161,250.00	
301 Pine Cone Drive Spillway				
Expenditures	164,525.60	4,900.00	159,625.60	2.9%
302 Robert Hiram Bridge Sheet Pile Wall				
Revenues	0.00	0.00	0.00	
Expenditures	76,261.71	2,580.00	73,681.71	3.3%
303 MDOT-TA Grant: Martin Bluff Sidewalk				
Revenues	578,784.00	0.00	578,784.00	
Expenditures	1,060,348.40	0.00	1,060,348.40	
304 Town Commons Park Project				
Revenues	0.00	500,000.00	(500,000.00)	
Expenditures	0.00	0.00	0.00	
350 Elevated Water Tank				
Revenues	1,086,500.00	0.00	1,086,500.00	
Expenditures	1,044,000.00	16,488.00	1,027,512.00	1.5%
351 Bemis Sewer Project				
Revenues	1,302,014.00	0.00	1,302,014.00	
Expenditures	1,302,014.00	0.00	1,302,014.00	
352 2018 Bond General Construction/Admin				
Revenues	10,000.00	12,732.50	(2,732.50)	127.3%
Expenditures	1,446,448.00	0.00	1,446,448.00	
353 Hwy 57 Utility Line Relocation				
Revenues	2,143,479.00	0.00	2,143,479.00	
Expenditures	2,143,479.00	0.00	2,143,479.00	
354 Robinson Still Road Utility Extension				
Revenues	336,318.00	0.00	336,318.00	
Expenditures	336,318.00	12,277.50	324,040.50	3.6%
404 Solid Waste Fund				
Revenues	1,567,944.00	96,840.38	1,471,103.62	6.1%
Expenditures	1,484,526.00	208,981.43	1,275,544.57	14.0%

**NOVEMBER 2018
YEAR TO DATE TOTALS**

Special Funds

	BUDGET FY 2018	As of NOV 2018	Balance	16.66% % to date
421 MSB - Water Ionization Plant				
Expenditures	56,287.52	0.00	56,287.52	
495 DS Reserve Fund: 2012 Bond				
Revenues	600.00	1,818.20	(1,218.20)	303.0%
Expenditures	491,325.00	0.00	491,325.00	
497 DS Fund: 2013 SO Bond				
Revenues	1,000.00	786.01	213.99	78.5%
Expenditures	2,000.00	0.00	2,000.00	
602 DS Fund: 2012 Bond Refinance				
Revenues	575,280.00	44,622.49	530,657.51	7.7%
Bonds Payable	1,403,900.00	0.00	1,403,900.00	

**NOVEMBER 2018
YEAR TO DATE TOTALS**

ENTERPRISE FUND (400)

	BUDGET FY 2019	NOV 2018	Balance	16.66% % to date
Utility Fund Revenues	9,124,000.00	1,531,971.24	7,592,028.76	16.7%
Administration	3,187,726.00	576,958.00	2,610,768.00	18.0%
Water & Sewer O & M	3,020,016.00	399,548.24	2,620,467.76	13.2%
Debt Service	1,164,489.00	272,029.09	892,459.91	23.3%
Transfers	2,435,335.00	70,000.00	2,365,335.00	2.8%
Contingencies	200,000.00	0.00	200,000.00	
Utility Fund Expenditures	10,007,566.00	1,318,535.33	8,689,030.67	13.1%
 <i>Total Operating Expenditures</i>	 5,995,742.00	 883,680.24	 5,112,061.76	
<i>Total Capital Outlay Expenditures</i>	212,000.00	92,826.00	119,174.00	
<i>Total Debt Service</i>	1,164,489.00	272,029.09	892,459.91	
<i>Total Interfund Transfers</i>	2,435,335.00	70,000.00	2,365,335.00	
<i>Total Contingency Expenditures</i>	200,000.00	0.00	200,000.00	
<i>Check Total</i>	10,007,566.00	1,318,535.33	8,689,030.67	
 <i>Personnel</i>	 487,033.00	 56,925.86	 430,107.14	
<i>Supplies</i>	305,000.00	18,178.22	286,821.78	
<i>Other Services</i>	5,203,709.00	808,576.16	4,395,132.84	
<i>Capital Outlay</i>	212,000.00	92,826.00	119,174.00	
<i>Debt Service</i>	1,164,489.00	272,029.09	892,459.91	
<i>Interfund Transfers</i>	2,435,335.00	70,000.00	2,365,335.00	
<i>Contingencies</i>	200,000.00	0.00	200,000.00	
<i>Check Total</i>	10,007,566.00	1,318,535.33	8,689,030.67	

There came for consideration of the Mayor and Members of the Council of the City of Gautier, Mississippi, the following:

RESOLUTION NUMBER 001-2019

WHEREAS, at the December 18, 2018 council meeting under agenda order approval, council asked that the Southern Linc Contract shipping date be changed to 3330 Highway; and

WHEREAS, after corresponding with Southern Linc, the radios are shipped to the Southern Linc office at 3700-C Government Blvd., Mobile, Al 36693 for programming prior to being delivered to the City of Gautier; and

WHEREAS, after further review, the area code for the City of Gautier was in error, and should have been 228; and

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the Southern Linc Contract shipping address remain as originally stated in the contract.

IT IS FURTHER ORDERED that the area code for the City of Gautier be corrected as indicated.

IT IS FURTHER ORDERED that the City Manager or City Clerk is authorized to execute any and all documents necessary for this purpose.

Motion was made by **Councilwoman Martin** seconded by **Councilman Vaughan** and the following vote was recorded:

AYES: **Phil Torjusen**
 Mary Martin
 Cameron George
 Richard Jackson
 Casey Vaughan
 Rusty Anderson
 Adam Colledge

NAYS: **None**

MAYOR

ATTEST:

CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of January 2, 2019.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: Cindy Russell, City Clerk
Date: December 27, 2018
Subject: Approval of a resolution amending language in the Southern Linc Contract from Recessed Council Meeting held December 18, 2018

REQUEST:

The City Clerk requests the City Council to approve the resolution amending the language in Southern Linc Contract from Recessed Council Meeting held December 18, 2018.

BACKGROUND:

At the December 18, 2018 Council Meeting, council requested that the contract from Consent Agenda Item #2, Approval to enter into a contract agreement with Southern Linc, be corrected to show the shipping address as 3330 Highway 90. After corresponding with Southern Linc, the radios are shipped to the Southern Linc office at 3700-C Government Blvd., Mobile, Al 36693 for programming and delivered to the City of Gautier.

DISCUSSION:

However, the area code for the City of Gautier was inadvertently put in error and should be corrected to 228. The Southern Linc contract shipping address should remain as stated in the contract with the area code updated.

RECOMMENDATION:

The City Clerk recommends approval of this request.

ATTACHMENT(S):

1) Southern Linc Email

Cindy Russell

From: Drew Bailey <dbailey.southernlinc@gmail.com>
Sent: Wednesday, December 26, 2018 1:31 PM
To: crussell@gautier-ms.gov
Subject: Re: Southern Linc LTE Agreement (City of Gautier)

The shipping address is our office. We have the radios sent here for programming. I will be delivering them to you as soon as they come in. I will make the adjustment for the area code.

On Wed, Dec 26, 2018 at 10:26 AM Cindy Russell <crussell@gautier-ms.gov> wrote:

Drew,

Could you please make the corrections as soon as possible?

Thanks

Cindy

From: Sherry Farabee [mailto:sfarabee@gautier-ms.gov]
Sent: Friday, December 14, 2018 9:21 AM
To: crussell@gautier-ms.gov
Subject: FW: Southern Linc LTE Agreement

Here is the copy with the highlighted area removed.

Sherry Farabee

Councilman Vaughan made the motion to approve the minutes from the Recessed Council Meeting held December 18, 2018 with the correction on page 87, in which the address for giving notices should read, 3330 Hwy 90 to replace 3330 Gautier Vancleave Rd. Councilwoman Martin seconded the motion. The vote was carried unanimously.

There came for consideration of the Mayor and Members of the Council of the City of Gautier, Mississippi, the following:

ORDER NUMBER 004-2019

WHEREAS, Miss. Code Ann. 21-15-33 requires that the minutes be adopted and approved by a majority of the members of the governing body at the next regular meeting or within thirty (30) days of the meeting they represent, whichever occurs first. Upon such approval, the minutes are valid from and after the date of the meeting; and

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the minutes from Recessed Council Meeting held December 18, 2018 are hereby approved.

IT IS FURTHER ORDERED that the City Manager or City Clerk is authorized to execute any and all documents necessary for this purpose.

Motion was made by **Councilman Vaughan** seconded by **Councilwoman Martin** and the following vote was recorded:

AYES:	Phil Torjusen
	Mary Martin
	Cameron George
	Richard Jackson
	Casey Vaughan
	Rusty Anderson
	Adam Colledge

NAYS:	None
--------------	-------------

MAYOR

ATTEST:

CITY CLERK

Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of January 2, 2019.

Councilwoman Martin made the motion to recess until January 15, 2019 at 6:30PM.
Councilman Jackson seconded the motion. The vote was carried unanimously.

APPROVED BY:

MAYOR

ATTEST:

CITY CLERK

Submitted for approval of the Mayor and Members of the Council of the City of
Gautier, Mississippi, at the meeting of January 15, 2019.

CITY OF GAUTIER
Consent Agenda Item #4
Fact Sheet

Council Meeting:
Title:

January 15, 2019
Approval of water and sewer adjustments dated
December 2018 in the amount of \$19,212.70

Introduced by:
Contact Person/Telephone

Cynthia Russell 497- 8000 ext. 302

Summary Explanation: Approval of water and sewer adjustments dated December 2018 in the amount of \$19,212.70.

EXHIBITS FOR REVIEW

Resolution	☐
Ordinance	☐
Contract	☐
Minutes	☐
Plan Maps	☐
Order	☒
Other	☐
Submittal Authorization	City Manager

Staff Recommendation:
Approval

Motion Made by:

Torjusen ☐ **Martin** ☐ **George** ☐ **Jackson** ☐ **Vaughan** ☐ **Anderson** ☐ **Colledge** ☐

Second Made by:

Torjusen ☐ **Martin** ☐ **George** ☐ **Jackson** ☐ **Vaughan** ☐ **Anderson** ☐ **Colledge** ☐

Voted as follows:		Ayes	Nays	Abstained	Absent
Mayor	Torjusen	☐	☐	☐	☐
At Large	Martin	☐	☐	☐	☐
Ward 1	George	☐	☐	☐	☐
Ward 2	Jackson	☐	☐	☐	☐
Ward 3	Vaughan	☐	☐	☐	☐
Ward 4	Anderson	☐	☐	☐	☐
Ward 5	Colledge	☐	☐	☐	☐

Action Taken:

There came for consideration of the Mayor and Members of the Council of the City of Gautier, Mississippi the following:

ORDER NUMBER 000-2019

WHEREAS, the City Council has authorized the City Manager to establish payment plans and fee adjustments contingent upon Council approval; and

WHEREAS, the City Council has adopted a Comprehensive Fee Schedule that establishes such fees for the equitable provision of services;

WHEREAS, based on the reasons included on the attached documentation, the Mayor and Council hereby find that, due to unforeseen events, the respective users did not receive the benefit of the relevant utility;

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi that the attached list of water and sewer adjustments dated December 2018 in the amount of \$19,212.70 is hereby approved.

IT IS FURTHER ORDERED that the City Manager or City Clerk is authorized to execute any and all documents necessary for this purpose.

Motion was made by **BLANK**, seconded by **BLANK** and the following vote was recorded:

AYES:

NAYS:

MAYOR

ATTEST:

CITY CLERK

BLANK by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of January 15, 2019.

DECEMBER 2018 UTILITY ADJUSTMENTS							
THESE FOLLOW POLICY/ RECOMMEND APPROVAL							
ACCT #	WATER	SEWER	L/C	CAPACITY	TAX	TOTAL ADJ	REASON FOR ADJUSTMENT
013-26301-001		252.07	210.00			\$462.07	LEAK BEHIND SHOWER
021-03901-006		124.20	175.00			\$299.20	LEAK UNDER SINK
027-05201-002		7,162.29	35.00	2,250.00	2.45	\$9,449.74	AT FIRE HYDRANT INSIDE
038-13101-002		182.19	175.00			\$357.19	BUSTED PIPE
038-26001-000		245.54	35.00	100.00	2.45	\$382.99	WATER SPIGOT
044-03101-000		109.43	140.00			\$249.43	OUTSIDE FAUCET
047-00801-001		1,148.61	140.00	400.00	9.80	\$1,698.41	LEAKING VALVE
062-04001-000		193.76	35.00			\$228.76	BUSTED PIPE
062-15801-000		126.05	105.00			\$231.05	UNDER HOUSE
062-29001-000		230.69				\$230.69	UNDER HOUSE
065-21301-001		88.15	105.00			\$193.15	FAUCET LEAKING
071-07101-000		76.97	210.00			\$286.97	PIPE IN BACKYARD
074-04701-001		99.91	210.00			\$309.91	UNDER FOUNDATION
074-05701-000		68.03				\$68.03	LEAK IN WALL
077-03901-000		223.58	175.00			\$398.58	BUSTED PIPE
077-08201-001		114.79				\$114.79	POOL FILL
080-16901-001		33.48				\$33.48	BUSTED PIPE
080-17201-000		108.29				\$108.29	POOL FILL
083-02601-001		164.46				\$164.46	BUSTED PIPE
086-10301-000		283.52	140.00			\$423.52	SHOWER HEAD
086-11601-000	85.79	97.78				\$183.57	THEFT POLICE REPORT
089-13101-004		94.06	175.00			\$269.06	UNDER DRIVEWAY
089-16601-006		97.69	70.00			\$167.69	HOT WATER HEATER
101-15001-002	339.25	577.38		150.00		\$1,066.63	THEFT POLICE REPORT
103-11501-000	850.26	925.27			59.51	\$1,835.04	THEFT POLICE REPORT
TOTAL	1,275.30	12,828.19	2,135.00	2,900.00	74.21	\$19,212.70	

COMPLETED

**CITY OF GAUTIER
Consent Agenda Item #5
Fact Sheet**

Council Meeting:
Title:

January 15, 2019
Authorization to advertise a Request for
Qualifications for professional engineering services
relating to sewer improvements

Introduced by:
Contact Person/Telephone

April Havens 497-8000 ext. 315

Summary Explanation: Authorization to advertise a Request for Qualifications for professional engineering services related to a RESTORE Act funding request for Old Spanish Trail/Gautier Vancleave Road sewer improvements.

EXHIBITS FOR REVIEW

Resolution	☐
Ordinance	☐
Contract	☐
Minutes	☐
Plan Maps	☐
Order	☒
Other	☐
Submittal Authorization	City Manager

Staff Recommendation:

Approval

Motion Made by:									
Torjusen	☐	Martin	☐	George	☐	Jackson	☐	Vaughan	☐
☐		☐		☐		☐		☐	

Second Made by:									
Torjusen	☐	Martin	☐	George	☐	Jackson	☐	Vaughan	☐
☐		☐		☐		☐		☐	

Voted as follows:		AYES	NAYS	Abstained	Absent
Mayor	Torjusen	☐	☐	☐	☐
At Large	Martin	☐	☐	☐	☐
Ward 1	George	☐	☐	☐	☐
Ward 2	Jackson	☐	☐	☐	☐
Ward 3	Vaughan	☐	☐	☐	☐
Ward 4	Anderson	☐	☐	☐	☐
Ward 5	Colledge	☐	☐	☐	☐

Action Taken:

There came for consideration of the Mayor and Members of the Council of the City of Gautier, Mississippi, the following:

ORDER NUMBER 000-2019

WHEREAS, the City desires to initiate sewer improvements along Gautier Vancleave Rd. and Old Spanish Trail; and

WHEREAS, the City is seeking funding for this project through the RESTORE Act; and

WHEREAS, submittal of the Request for Qualifications for professional engineering services and RESTORE Act Direct Component Applicant Certifications is required to further the funding application; and

WHEREAS, the responses to this request will be evaluated based on Capabilities, Experience, and Past Performance, Key Personnel, Ability to Accomplish Work, Local Experience, Federal Grant Project Experience, and other relevant factors.

IT IS HEREBY ORDERED, by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the City Manager is hereby authorized to execute a Request for Qualifications for professional engineering services related to a RESTORE Act funding request for sewer improvements along Gautier Vancleave Road and Old Spanish Trail.

IT IS FURTHER ORDERED that the City Manager or City Clerk is authorized to execute any and all documents necessary for this purpose.

Motion was made by **BLANK**, seconded by **BLANK** and the following vote was recorded:

AYES:

NAYS:

MAYOR

ATTEST:

CITY CLERK

BLANK by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of January 15, 2019.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: April Havens, Grants Administrator
Date: 01/08/2019
Subject: Advertisement for Request for Qualifications for Professional Engineering Services-Sewer Improvements

REQUEST:

The Grants and Projects Department requests City Council authorization to advertise a Request for Qualifications for professional engineering services related to a RESTORE Act funding request for Old Spanish Trail/Gautier-Vancleave Road sewer improvements.

BACKGROUND:

This process is required to further the funding application.

DISCUSSION:

This advertisement and RFQ is related to the City of Gautier's funding application for sewer improvements along Gautier-Vancleave Road and Old Spanish Trail. The advertisement will be published and RFQ disseminated to interested engineering firms, pending approval by MDEQ.

RECOMMENDATION:

The Grants and Projects Department recommends that City Council authorize staff to advertise a Request for Qualifications for professional engineering services related to a RESTORE Act funding request for Old Spanish Trail/Gautier-Vancleave Road sewer improvements.

The City Council may:

- 1) Authorize staff to advertise a Request for Qualifications as presented; or
- 2) Not authorize staff to advertise a Request for Qualifications as presented.

ATTACHMENTS:

1. Advertisement
2. RFQ Information Packet

CITY OF GAUTIER
ADVERTISEMENT - REQUEST FOR QUALIFICATIONS

City of Gautier, Mississippi ("Owner") will accept sealed statements of qualifications from qualified firms for professional engineering services in connection with the OLD SPANISH TRAIL/GAUTIER-VANCLEAVE ROAD SEWER IMPROVEMENTS, CITY OF GAUTIER, MISSISSIPPI ("Project") until 12:00 p.m., February 18, 2019 at Gautier City Hall, 3330 Highway 90, Gautier, MS 39553.

Engineering services may include, but are not limited to, providing permitting, preliminary engineering study/design, funding support, surveying, engineering design, preparing engineering estimates, preparing construction documents, preparing easement documents, easement acquisition, bidding services, construction administration, resident project representative services, and close-out documentation.

The responses to this request will be evaluated based on Capabilities, Experience, and Past Performance, Key Personnel, Ability to Accomplish Work, Local Experience, Federal Grant Project Experience, and other relevant factors.

The selected firm shall provide engineering services related to the scope of work described.

Information packets will be located at Gautier City Hall, 3330 Highway 90, Gautier, Mississippi, 39553, Monday through Friday, 8:00 a.m. to 5:00 p.m. Engineering firms/individuals should submit a list of their qualifications, experience, and capacity for performance. Firms/Individuals must submit the name of the primary contact person and the person within the firm (if applicable) who shall be the Owner's contact and party primarily responsible for rendering services, if selected.

Additional information regarding the scope of work for this solicitation may also be examined at the following locations:

- A. Mississippi Procurement Technical Assistance Program (MPTAP)
Mississippi Development Authority, Minority & Small Business Development
Woolfolk Building
501 North West Street
Suite B 01
Jackson, MS 39201

- B. South MS Contract Procurement Center
1636 Popps Ferry Road, Suite 203
Biloxi, MS 39532
Phone (228) 396-1288

Any contract awarded under this solicitation may be paid for in whole or in part with grant funding from the Department of the Treasury and the Mississippi Department of Environmental Quality under the Resources and Ecosystems Sustainability, Tourist Opportunities, and Revived

Economies of the Gulf Coast States Act of 2012 (RESTORE Act). Any contract resulting from this solicitation will be subject to the terms and conditions of said funding award, the RESTORE Act Financial Assistance Standard Terms and Conditions and Program-Specific Terms and Conditions, the Standard Sub-Award Terms and Conditions, the RESTORE Act, 33 U. S. C. 1321(t), Treasury Regulations 31 C. F. R. § 34 et seq., including 31 C. F. R. §§ 34, Subpart D, all applicable terms and conditions in 2 C. F. R. Part 200 (including Appendix II to Part 200), and all other OMB circulars, executive orders or other federal laws or regulations, as applicable. The Mississippi Department of Environmental Quality, the United States, or any of its departments, agencies or employees is not and will not be a party to this solicitation or any resulting contract.

Minority and women's business enterprises are solicited to submit a statement of qualifications and are encouraged to make inquiries regarding potential subcontracting opportunities. When subcontracting, all potential contractors must make positive efforts to use small and minority owned business and women business enterprises. See 2. C. F. R. §200.321.

If you have any questions concerning the Request for Qualifications, please call April Stennett, Grants and Projects Director, City of Gautier, at (228) 497-1878 ext. 315.

CITY OF GAUTIER
REQUEST FOR QUALIFICATIONS INFORMATION PACKET

City of Gautier, Mississippi ("Owner") will accept sealed statements of qualifications from qualified firms for professional engineering services in connection with the OLD SPANISH TRAIL/GAUTIER-VANCLEAVE ROAD SEWER IMPROVEMENTS, CITY OF GAUTIER, MISSISSIPPI ("Project") until 12:00 p.m., February 18, 2019 at Gautier City Hall, 3330 Highway 90, Gautier, MS 39553.

The Owner is seeking funding for the Project from the United States Department of the Treasury, through the Mississippi Department of Environmental Quality, as more thoroughly described herein.

If you have any questions concerning the request for qualifications, please call April Stennett, Grants and Projects Director, City of Gautier, at (228) 497-1878 ext. 315.

The services required for this project are:

ENGINEERING: The selected Engineer shall complete engineering services in accordance with applicable State and Federal laws, regulations and procedures. Engineer shall provide professional engineering services, including serving as the Owner's professional engineering representative for the Project, and providing professional engineering consultation and advice. Activities will include engineering services for the OLD SPANISH TRAIL/GAUTIER-VANCLEAVE ROAD SEWER IMPROVEMENTS, CITY OF GAUTIER, MISSISSIPPI.

Engineering firms proposing to perform engineering services should submit a list of their qualifications, experience, and capacity for performance. Firms must submit the name of the person within the firm who will be the Owner's contact and will be primarily responsible for rendering services if the firm is selected.

Statements of Qualifications must include the following information:

1. Capabilities, Experience, and Past Performance: Each firm or individual will be evaluated on its demonstrated capabilities and experience to provide engineering services to the Owner. Proposers are encouraged to elaborate on their qualifications and performance data or staff pertinent to the proposed project. Familiarity with the City's infrastructure system for the proposed project will be evaluated.
2. Key Personnel: Each firm or individual will be evaluated on the experience and education of the key personnel that will be assigned to the Owner's project.
3. Ability to Accomplish Work: Each firm or individual will be evaluated on its ability to provide engineering services in a timely manner. Items to be considered include number of qualified staff (emphasis on local staffing), supporting technical staff, availability of equipment and facilities. Registration as a professional engineer in the State of Mississippi is considered a requirement in the ability to complete the work.

4. Local Experience: Each firm or individual will be evaluated on its familiarity with the state and local regulations and procedures.
5. Federal Grant Project Experience: The experience of the firm or individual with federal grant programs. The information submitted should, as a minimum, include: (1) type of federal program, (2) the amount of federal funds; and (3) types of project activities undertaken, pertinent to federally-assisted projects.
6. Other: Each firm or individual will be evaluated on any supportive information that demonstrates their capabilities to best suit the needs of the Owner.

All statements of qualifications will be rated on the following system to determine the best qualified proposer:

Maximum Points - Description

30 points - Capabilities, Experience, and Past Performance

20 points - Key Personnel

10 points - Ability to Accomplish Work

10 points - Local Experience

10 points - Federal Grant Project Experience

20 points - Other

Total – 100 points

The Selection Committee will open and review each statement and select a qualified firm or individual with which to negotiate. Six (6) copies of the statement of qualifications should be packaged, sealed, and properly labeled as follows:

NAME OF FIRM OR INDIVIDUAL

STATEMENT OF QUALIFICATIONS FOR ENGINEERING SERVICES OLD SPANISH TRAIL/GAUTIER-VANCLEAVE ROAD SEWER IMPROVEMENTS, CITY OF GAUTIER, MISSISSIPPI

and delivered or mailed to the address below no later than 12:00 p.m., February 18, 2019:

City of Gautier, Mississippi at Gautier City Hall, 3330 Highway 90, Gautier, Mississippi, 39553

Firms submitting Statements of Qualifications are solely responsible for meeting submittal deadlines. Statements of Qualifications received after the stated deadline will be deemed non-responsive and will not be considered for any contract awarded as a result of this solicitation.

Statements may be held by the Owner for a period of not to exceed ninety (90) days from the date of opening of statements for the purpose of reviewing the statements and investigating qualifications of the applicants prior to awarding. A contract will be awarded to the qualified firm whose statement of qualifications is determined to be most advantageous to the Owner. The Owner reserves the right to waive any irregularities or informalities in the statement(s) of qualifications submitted, reject any and all statements of qualifications, or terminate the solicitation with no contract awarded.

Warranties

By applying to this RFQ, firms/individuals submitting Statements of Qualifications warrant and represent the following:

1. The firm/individual does not have any unpaid Federal tax liability for which all judicial and administrative remedies have been exhausted.
2. The firm/individual has a valid DUNS number and active registration with the General Services Administration's, government-wide System for Award Management Exclusions (SAM exclusions). The SAM Exclusions can be found at <https://www.sam.gov/portal/public/SAM/>.

Statements of Qualifications are being requested in accordance with Item (d)(5) of 2 C. F. R. §200.320 "Methods of procurement."

The Owner is an equal opportunity employer.

Any contract awarded must comply with the Minority Business Enterprise and Women Business Enterprise contracting requirements outlined in "Attachment B" to this solicitation. MBE and/or WBE individuals/firms are encouraged to respond to this solicitation.

ATTACHMENT A: ADVERTISEMENT – REQUEST FOR QUALIFICATIONS

CITY OF GAUTIER
ADVERTISEMENT - REQUEST FOR QUALIFICATIONS

City of Gautier, Mississippi (“Owner”) will accept sealed statements of qualifications from qualified firms for professional engineering services in connection with the OLD SPANISH TRAIL/GAUTIER-VANCLEAVE ROAD SEWER IMPROVEMENTS, CITY OF GAUTIER, MISSISSIPPI (“Project”) until 12:00 p.m., February 18, 2019 at Gautier City Hall, 3330 Highway 90, Gautier, MS 39553.

Engineering services may include, but are not limited to, providing permitting, preliminary engineering study/design, funding support, surveying, engineering design, preparing engineering estimates, preparing construction documents, preparing easement documents, easement acquisition, bidding services, construction administration, resident project representative services, and close-out documentation.

The selected firm shall provide engineering services related to the scope of work described.

Information packets will be located at Gautier City Hall, 3330 Highway 90, Gautier, Mississippi, 39553, Monday through Friday, 8:00 a.m. to 5:00 p.m. Engineering firms/individuals should submit a list of their qualifications, experience, and capacity for performance. Firms/Individuals must submit the name of the primary contact person and the person within the firm (if applicable) who shall be the Owner’s contact and party primarily responsible for rendering services, if selected.

Additional information regarding the scope of work for this solicitation may also be examined at the following locations:

- A. Mississippi Procurement Technical Assistance Program (MPTAP)
Mississippi Development Authority, Minority & Small Business Development
Woolfolk Building
501 North West Street
Suite B 01
Jackson, MS 39201
- B. South MS Contract Procurement Center
1636 Popps Ferry Road, Suite 203
Biloxi, MS 39532
Phone (228) 396-1288

Any contract awarded under this solicitation may be paid for in whole or in part with grant funding from the Department of the Treasury and the Mississippi Department of Environmental Quality under the Resources and Ecosystems Sustainability, Tourist Opportunities, and Revived Economies of the Gulf Coast States Act of 2012 (RESTORE Act). Any contract resulting from this solicitation will be subject to the terms and conditions of said funding award, the RESTORE Act

Financial Assistance Standard Terms and Conditions and Program-Specific Terms and Conditions, the Standard Sub-Award Terms and Conditions, the RESTORE Act, 33 U. S. C. 1321(t), Treasury Regulations 31 C. F. R. § 34 et seq., including 31 C. F. R. §§ 34, Subpart D, all applicable terms and conditions in 2 C. F. R. Part 200 (including Appendix II to Part 200), and all other OMB circulars, executive orders or other federal laws or regulations, as applicable. The Mississippi Department of Environmental Quality, the United States, or any of its departments, agencies or employees is not and will not be a party to this solicitation or any resulting contract.

Minority and women's business enterprises are solicited to submit a statement of qualifications and are encouraged to make inquiries regarding potential subcontracting opportunities. When subcontracting, all potential contractors must make positive efforts to use small and minority owned business and women business enterprises. See 2. C. F. R. §200.321.

If you have any questions concerning the Request for Qualifications, please call April Stennett, Grants and Projects Director, City of Gautier, at (228) 497-1878 ext. 315.

**ATTACHMENT B: CONTRACTING WITH SMALL AND MINORITY BUSINESSES,
WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS**

Documentation of compliance with the following requirements is a matter of contractor responsibility. When subcontracting, the contractor must submit documentation of good faith efforts to meet the project's MBE/WBE requirements before contracted work can commence. (MBE/WBE requirements are outlined below and can be found at 2 C. F. R. §200.321.) Failure on the part of the contractor to submit proper documentation may cause the Owner not to execute or to terminate the contract.

(a) The prime contractor must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

(b) Affirmative steps must include:

- (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and,
- (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

The prime contractor should note that this requirement mandates two responsibilities. Separate solicitations must be made of minority **and** women's business enterprises.

**SUBMITTAL OF MINORITY BUSINESS ENTERPRISE AND
WOMEN'S BUSINESS ENTERPRISE (MBE/WBE) DOCUMENTATION**

Prior to contract execution, the prime contractor must submit:

- A written certification that no subcontracts will be issued.
- OR -
- The Subcontractor Listing Form detailing all subcontractors from whom quotes were received including name, contact person, address, phone, and status (MBE, WBE or Non).

If subcontractors will be utilized, the prime contractor must submit the following for subcontracts proposed to be awarded to MBE/WBE enterprises:

- A certification from each MBE and/or WBE firm declaring its status as a MBE or WBE firm. This can be an MDOT, SBA or MDA certification. A self-certification is acceptable, if the certification specifies the basis for MBE/WBE designation (e.g., the business is 51% owned and daily operation is controlled by one or more women or minority owners).

If subcontractors will be utilized, the prime contractor must submit the following for subcontracts proposed to be awarded to Non-MBE/WBE:

- For all subcontracts for which there are capable certified MBE/WBE firms existing to potentially perform the work, letters transmitted to MBE and WBE firms requesting quotes or proposals for specific subcontracting opportunities and encouraging inquiries for further details. Solicitations should have been sent in a timely manner, including allowed response time. (See "Sample Letter from Contractor to MBE/WBE Firms" below.)
- A listing of certified MBE and WBE firms from whom quotes or proposals were received, if any, who were not awarded subcontracts.
- Evidence that each Non-MBE/WBE subcontractor selected for the scope of work, was lower in price than each MBE/WBE proposal (or that there is some other acceptable reason to select the Non-MBE/WBE) and that the scope of work was the same for both the MBE/WBE and Non-MBE/WBE.

The contractor may utilize the following resources to assist in MBE/WBE affirmative outreach:

-MDOT Disadvantaged Business Entity (DBE) Website:

<http://sp.mdot.ms.gov/Civil%20Rights/Pages/DBE.aspx>

-MDA Minority Business Enterprise/Women Business Enterprise (MBE/WBE) Directory:

<https://minority.mississippi.org/MinorityBusinessDirectory.aspx>

Should the Prime Contractor intend to later issue a subcontract, the above affirmative steps must be followed and documentation of such submitted to the Owner for review as described under this section.

CITY OF GAUTIER
Consent Agenda Item #6
Fact Sheet

Council Meeting:
Title:

January 15, 2019
Authorization to Advertise for Bids for the Bemis Avenue Sewer Project

Introduced by:
Contact Person/Telephone

April Havens 497-8000 ext. 315

Summary Explanation: Authorization to Advertise for Bids for the Bemis Avenue Sewer Project

EXHIBITS FOR REVIEW

Resolution	☐
Ordinance	☐
Contract/Agreement	☐
Minutes	☐
Plan Maps	☐
Order	☒
Other	☐
Submittal Authorization	City Manager

Staff Recommendation:
Approval

Motion Made by:

Torjusen ☐ **Martin** ☐ **George** ☐ **Jackson** ☐ **Vaughan** ☐ **Anderson** ☐ **Colledge** ☐

Second Made by:

Torjusen ☐ **Martin** ☐ **George** ☐ **Jackson** ☐ **Vaughan** ☐ **Anderson** ☐ **Colledge** ☐

Voted as follows:		Ayes	Nays	Abstained	Absent
Mayor	Torjusen	☐	☐	☐	☐
At Large	Martin	☐	☐	☐	☐
Ward 1	George	☐	☐	☐	☐
Ward 2	Jackson	☐	☐	☐	☐
Ward 3	Vaughan	☐	☐	☐	☐
Ward 4	Anderson	☐	☐	☐	☐
Ward 5	Colledge	☐	☐	☐	☐

Action Taken:

There came for consideration of the Mayor and Members of the Council of the City of Gautier, Mississippi, the following:

ORDER NUMBER 000-2019

WHEREAS, the City of Gautier desires to begin work on the Bemis Avenue Sewer Project; and

WHEREAS, the City has been awarded \$590,000 in CDBG Public Facilities funding to support this project; and

WHEREAS, in order to begin work on this project, the City is required to advertise the project for bids; and

WHEREAS, the attached advertisement will run in the Sun Herald on January 24 and January 31, 2019, and bids will be opened on March 8, 2019; and

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the City is hereby authorized to advertise for bids for the Bemis Avenue Sewer Project.

IT IS FURTHER ORDERED that the City Manager or City Clerk is authorized to execute any and all documents necessary for this purpose.

Motion was made by **BLANK** seconded by **BLANK** and the following vote was recorded:

AYES:

NAYS:

MAYOR

ATTEST:

CITY CLERK

BLANK by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of January 15, 2019.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: April Havens, Grants Administrator
Date: 01/09/2019
Subject: Authorization to Advertise for Bid for the Bemis Avenue Sewer Project

REQUEST:

The Grants & Projects Department requests City Council authorization to advertise for bid for the Bemis Avenue sewer project (CDBG Public Facilities grant).

BACKGROUND:

The City of Gautier has been awarded \$590,000 in CDBG Public Facilities funding to support the Bemis Avenue Sewer Project. The Community Development Block Grant Program provides for a maximum grant amount per project of \$600,000 for cities and counties with a population greater than 3,500 people.

DISCUSSION:

This ad will run in the *Sun Herald* on January 24 and January 31. Bids will be opened March 8, 2019.

RECOMMENDATION:

The Grants & Projects Director recommends that City Council authorize advertising for bid for the Bemis Avenue sewer project (CDBG Public Facilities grant).

The City Council may:

- 1) Approve the advertisement as presented; or
- 2) Not approve the advertisement as presented.

ATTACHMENTS:

1. Consent Agenda Item 6 -Authorization to Advertise for Bids for the Bemis Avenue Sewer Project
2. Advertisement

NOTICE OF INVITATION FOR BID

Notice is hereby given that the City of Gautier, Mississippi, will receive sealed bids at City Hall, City of Gautier, 3330 Highway 90, Gautier, Mississippi 39533 until 10:00 a.m. (Local Time) on Friday, March 8, 2019, for the following:

GAUTIER CDBG 2018 PROJECT PROJECT NUMBER: 1134-18-192-PF-01 BEMIS AVENUE SEWER IMPROVEMENTS

A Pre-Bid meeting will be held at 10:00 a.m. on Thursday, February 21, 2019 at the office of Seymour Engineering, 925 Tommy Munro Drive, Suite G, Biloxi, Mississippi. It is strongly suggested that all prospective Bidders attend this meeting.

All Bids must be accompanied by a certified check or bank draft payable to the order of The City of Gautier, Mississippi, negotiable U.S. Government bonds (at par value), or a satisfactory Bid bond executed by the Bidder and an acceptable surety, must be submitted in an amount equal to five percent (5%) of the total bid.

All Bids submitted in excess of \$50,000.00 by a prime or subcontractor to do any erection, building, construction, repair, maintenance or related work, must comply with Section 31-3-21, Mississippi Code of 1972, by having a current Certificate of Responsibility from the State Board of Public Contractors.

Bid documents are being made available via paper copy or digital copy (CD). All Prospective Bidders and Plan Holders are required to register for an account and log-in at www.SeymourEngPlans.com. At this site, plans can be viewed at no charge or physically purchased. All Prospective Bidders and Plan Holders must have a valid email address for registration. Purchased bid documents are non-refundable and must be purchased through the website. A view only copy of the plans, specifications, and proposal documents are also available at the office of Seymour Engineering, 925 Tommy Munro Drive, Suite G, Biloxi, Mississippi. The Seymour Engineering Project Manager is Shawn Wozencraft, P.E. and can be contacted at the listed address or at (228) 385-2350 regarding the project. Plans and Contract Documents may be examined online or at the office of Seymour Engineering during regular business hours (8:00 a.m. – 5:00 p.m., Monday – Friday).

Bids may be submitted via envelope or electronically at www.SeymourEngPlans.com until the time specified. Bids received after the specified time will be returned unopened. Bids submitted by envelope must be addressed to SHERRY FARABEE, PURCHASING AGENT, City of Gautier, City Hall, 3330 Highway 90, Gautier, Mississippi 39533 and designated as Bid for:

GAUTIER CDBG 2018 PROJECT PROJECT NUMBER: 1134-18-192-PF-01 BEMIS AVENUE SEWER IMPROVEMENTS

The current Certificate of Responsibility Number shall be indicated on the exterior of the sealed bid envelope in order to be opened. All Bids submitted for \$50,000 or less shall be so marked on the exterior of the sealed bid envelope.

The City of Gautier reserves the right to reject any and all bids received and to award said bid in the best interest of the City. Bids may be held for a period not to exceed sixty (60) days from the date of the opening of bids for the purpose of reviewing the bids and investigating the qualifications of Bidders, prior to awarding of the Contract.

The successful bidder must comply with Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u). CDBG regulations governing the grant require that, to the greatest extent feasible opportunities for contracting, subcontracting, training and employment arising in connection with this CDBG project will be extended to Section 3 businesses and Section 3 residents.

Minority and Woman Owned Business Enterprises are solicited to bid on this contract as prime contractors and are encouraged to make inquiries regarding potential subcontracting opportunities, equipment, material and/or supply needs.

The **City of Gautier** is an Equal Opportunity Employer, and hereby notifies all bidders will be afforded the full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, religion, sex, national origin, age, disability, sexual preference, marital or veteran status, or any other legally protected status in consideration for an award.

The successful bidder must comply with the Davis-Bacon Act which requires that all laborers and mechanics shall be paid at rates not less than those determined by the Department of Labor to be prevailing for the locality in which the project is located.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE, THIS THE _____ DAY OF _____, 2019.

PAULA YANCEY, CITY MANAGER
CITY OF GAUTIER
3330 US-90
GAUTIER, MS 39553

Run 2 times - 1/24/2019
 - 1/31/2019
Open - 3/8/2019

**CITY OF GAUTIER
Consent Agenda Item #7
Fact Sheet**

Council Meeting:
Title:

January 15, 2019
**Authorization to advertise a public notice relating
to the Mississippi Development Authority
Development Block Grant funding for Bemis
Avenue Sewer Project.**

Introduced by:
Contact Person/Telephone

April Havens 497-8000 ext. 315

**Summary Explanation: Authorization to advertise a public notice relating to the Mississippi
Development Authority Development Block Grant funding for Bemis Avenue Sewer Project.**

EXHIBITS FOR REVIEW

Resolution	☐
Ordinance	☐
Contract/Agreement	☐
Minutes	☐
Plan Maps	☐
Order	☒
Other	☐
Submittal Authorization	City Manager

Staff Recommendation:
Approval

Motion Made by:									
Torjusen	☐	Martin	☐	George	☐	Jackson	☐	Vaughan	☐
								Anderson	☐
								Colledge	☐

Second Made by:									
Torjusen	☐	Martin	☐	George	☐	Jackson	☐	Vaughan	☐
								Anderson	☐
								Colledge	☐

Voted as follows:		Ayes	Nays	Abstained	Absent
Mayor	Torjusen	☐	☐	☐	☐
At Large	Martin	☐	☐	☐	☐
Ward 1	George	☐	☐	☐	☐
Ward 2	Jackson	☐	☐	☐	☐
Ward 3	Vaughan	☐	☐	☐	☐
Ward 4	Anderson	☐	☐	☐	☐
Ward 5	Colledge	☐	☐	☐	☐

Action Taken:

There came for consideration of the Mayor and Members of the Council of the City of Gautier, Mississippi, the following:

ORDER NUMBER 000-2019

WHEREAS, under the CDBG Program, the City is required by Section 3 of the Housing and Urban Development Act of 1968 to adopt a Section 3 Plan; and

WHEREAS, the Section 3 Plan was adopted by Council on August 21, 2018; and

WHEREAS, the Section 3 Plan is intended to ensure, to the greatest extent feasible, that training and employment opportunities generated by CDBG projects be given to low income residents of the Section 3 project area and that contracts for work in connection with this project be awarded to qualified Section 3 Business Concerns; and

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the City is hereby authorized to advertise a public notice to Section 3 businesses and residents related to the Mississippi Development Authority Development Block Grant funding for the Bemis Avenue Sewer Project.

IT IS FURTHER ORDERED that the City Manager and City Clerk are authorized to execute any and all documents necessary for this purpose.

Motion was made by **BLANK** seconded by **BLANK** and the following vote was recorded:

AYES:

NAYS:

MAYOR

ATTEST:

CITY CLERK

BLANK by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of January 15, 2019.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: April Havens, Grants Administrator
Date: 01/10/2019
Subject: CDBG Public Facilities 2018 Grant-Bemis Sewer Project Section 3 Advertisement

REQUEST:

The Grants & Projects Department requests City Council approval to advertise a public notice to Section 3 businesses and residents related to the Mississippi Development Authority Development Block Grant funding for the Bemis Avenue Sewer Project, in accordance with Section 3 requirements Community.

BACKGROUND:

Under the CDBG Program, the City was required by Section 3 of the Housing and Urban Development Act of 1968 to adopt a Section 3 Plan. This was previously approved by the City Council. The Section 3 Plan is intended to ensure, to the greatest extent feasible, that training and employment opportunities generated by CDBG projects be given to low income residents of the Section 3 project area and that contracts for work in connection with this project be awarded to qualified Section 3 Business Concerns.

DISCUSSION:

This advertisement is meant to give public notice to Section 3 businesses and residents of the pending project. It will be advertised one time in the Sun Herald.

RECOMMENDATION:

The Grants & Projects Department recommends that City Council authorize the advertising of a public notice to Section 3 businesses and residents related to the Mississippi Development Authority Community Development Block Grant funding for the Bemis Avenue Sewer Project, in accordance with Section 3 requirements.

The City Council may:

- 1) Approve the advertisement as presented; or
- 2) Not approve the advertisement as presented.

ATTACHMENTS:

1. Section 3 Public Notice
2. Consent Agenda Item 7 - Authorization to advertise a public notice relating to the Mississippi Development Authority Development Block Grant

PUBLIC NOTICE
SECTION 3 BUSINESSES AND SECTION 3 RESIDENTS

The **City of Gautier** has received Community Development Block Grant Program (CDBG) Funds from the Mississippi Development Authority for construction projects that may include: street and utility improvements, public building improvements / construction, rail spurs, engineering, architectural, and other professional services in connection with the projects.

In keeping with the requirements of Section 3 of the Housing and Urban Development (HUD) Act of 1968 and the CDBG program, the City is seeking to identify the following eligible participants:

Section 3 Business Concerns that may be interested in contracting opportunities in connection with CDBG projects within the City. A Section 3 Business Concern is defined by HUD as one that is (1) 51% or more owned by Section 3 residents; or (2) whose permanent, full-time employees include persons at least 30% of whom are currently Section 3 residents or within three years of the date of first employment with the business were Section 3 residents; or (3) that provides evidence of a commitment to subcontract in excess of 25% of the dollar award of all subcontracts to be award to business concerns that meet the qualifications of (1) or (2) above.

Section 3 Residents that may be interested in training and employment opportunities in connection with the CDBG projects within the City. A Section 3 Resident is defined by HUD as (1) a public housing resident; or (2) a person who resides in the Project Area whose income does not exceed 80% of the median income for the County, as determined by The Department of Housing and Urban Development (HUD).

Interested Residents or Businesses should contact **City Clerk**
at the following address:

City of Gautier
3330 Hwy 90
Gautier, MS 39553
228-497-8000

**CITY OF GAUTIER
Consent Agenda Item #8
Fact Sheet**

Council Meeting:
Title:

January 15, 2019
**Approval to retain Butler Snow LLP to
prepare and submit the City of Gautier's
Financial Disclosure Statement**

Introduced by:
Contact Person/Telephone

Cynthia Russell 497-8000 ext. 302

Summary Explanation: Approval to retain Butler Snow LLP to prepare and submit the City of Gautier's Continuing Financial Disclosure Statement, pursuant to Securities and Exchange Commission Rule 15c2-12. The total cost is not expected to exceed \$3,000.00.

EXHIBITS FOR REVIEW

Resolution	☐
Ordinance	☐
Contract/Agreement	☒
Minutes	☐
Plan Maps	☐
Order	☒
Other	☐
Submittal Authorization	City Manager

Staff Recommendation:
Approval

Motion Made by:

Torjusen ☐ **Martin** ☐ **George** ☐ **Jackson** ☐ **Vaughan** ☐ **Anderson** ☐ **Colledge** ☐

Second Made by:

Torjusen ☐ **Martin** ☐ **George** ☐ **Jackson** ☐ **Vaughan** ☐ **Anderson** ☐ **Colledge** ☐

Voted as follows:		AYES	NAYS	Abstained	Absent
Mayor	Torjusen	☐	☐	☐	☐
At Large	Martin	☐	☐	☐	☐
Ward 1	George	☐	☐	☐	☐
Ward 2	Jackson	☐	☐	☐	☐
Ward 3	Vaughan	☐	☐	☐	☐
Ward 4	Anderson	☐	☐	☐	☐
Ward 5	Colledge	☐	☐	☐	☐

Action Taken:

There came for consideration of the Mayor and Members of the Council of the City of Gautier, Mississippi, the following:

ORDER NUMBER 000-2019

WHEREAS pursuant to Securities and Exchange Commission Rule 15c2-12, the City of Gautier is required to provide on an annual basis certain financial information and operating data to the Municipal Securities Rulemaking Board; and

IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the retention of Butler Snow LLP to prepare and submit the City of Gautier's Continuing Financial Disclosure Statement, pursuant to Securities and Exchange Commission Rule 15c2-12, is hereby approved.

IT IS FURTHER ORDERED that the total cost of the preparation and submission is not expected to exceed \$3,000.00.

IT IS FURTHER ORDERED that the City Manager or City Clerk is authorized to execute any and all documents necessary for this purpose.

Motion was made by **BLANK**, seconded by **BLANK** and the following vote was recorded:

AYES:

NAYS:

MAYOR

ATTEST:

CITY CLERK

BLANK by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of January 15, 2019.

**CITY OF GAUTIER
MEMORANDUM**

To: Paula Yancey, City Manager
From: Cindy Russell, City Clerk
Date: January 10, 2019
Subject: City of Gautier, Retention of Butler Snow LLP for Financial Disclosures

REQUEST:

City Council action is requested to approve retaining Butler Snow LLP for preparing and submitting the City of Gautier's Financial Disclosures.

BACKGROUND:

In the past, the City of Gautier has retained Butler Snow LLP to prepare and submit the Continuing Disclosure Statement in connection with the bonds.

DISCUSSION:

Pursuant to Securities and Exchange Commission Rule 15c2-12, as amended from time to time (the "Rule"), the City is required to provide on an annual basis certain financial information and operating data to the Municipal Securities Rulemaking Board (the "MSRB") through the MSRB's Electronic Municipal Market Access system at www.emma.msrb.org ("EMMA"), in the electronic format then prescribed by the Securities and Exchange Commission (the "SEC") (the "Required Electronic Format") pursuant to the Rule. This year's filing is due on or before March 29, 2019. Total cost is not expected to exceed \$3,000.00. This is a budgeted item.

RECOMMENDATION:

Staff recommends approval to retain Butler Snow, LLP to prepare and submit the City of Gautier's Financial Disclosures.

ATTACHMENT(S):

2018 Continuing Disclosure Submission
Exhibit A – Event Notice



January 9, 2019

VIA E-MAIL AT CRUSSELL@GAUTIER-MS.GOV

City of Gautier, Mississippi
Attn: Cynthia Russell, City Clerk
3330 Highway 90
Gautier, MS 39553

Re: City of Gautier, Mississippi Fiscal Year 2018 Continuing Disclosure

Dear Cindy:

We are pleased to confirm our engagement as dissemination agent (the "Dissemination Agent") to The City of Gautier, Mississippi (the "City") in connection with its annual continuing disclosure undertaking. We appreciate your confidence in us and will do our best to continue to merit it. This letter sets forth the role we propose to serve and the responsibilities we propose to assume as Dissemination Agent in connection with the Annual Filing for fiscal year ended September 30, 2018.

We understand that pursuant to Securities and Exchange Commission Rule 15c2-12, as amended from time to time (the "Rule"), the City is required to provide on an annual basis certain financial information and operating data to the Municipal Securities Rulemaking Board (the "MSRB") through the MSRB's Electronic Municipal Market Access system at www.emma.msrb.org ("EMMA"), in the electronic format then prescribed by the Securities and Exchange Commission (the "SEC") (the "Required Electronic Format") pursuant to the Rule.

We also understand that pursuant to the City's Policies and Procedures for Continuing Disclosure/SEC Rule 15c2-12 Compliance (the "Policy"), a staff designee of the City is required to appoint or engage a dissemination agent to assist in carrying out its obligations under the Policy and the Rule, and the City is hereby appointing us to serve as Dissemination Agent in connection with the Annual Filing for fiscal year 2018 to be filed on or before March 29, 2019.

SCOPE OF ENGAGEMENT

As Dissemination Agent we will examine the City's continuing disclosure responsibility, consult with parties to the City; compile the Annual Filing (with the assistance of the City) and file an Annual Filing for and on behalf of the City. We will rely upon information provided to us without undertaking to verify the same by independent investigation. During the course of this engagement, we will rely on you to provide us with complete and timely information on all developments pertaining to any aspect of the Annual Filing. We understand that you will direct members of your staff and other employees of the City to cooperate with us in this regard.

Our duties in this engagement are limited to those expressly set forth above.

ATTORNEY-CLIENT RELATIONSHIP

Upon execution of this engagement letter, the City will be our client and an attorney-client relationship will exist between us. We further assume that all other parties understand that in this transaction we represent only the City, we are not counsel to any other party, and we are not acting as an intermediary among the parties. Our services as Dissemination Agent are limited to those contracted for in this letter, and the City's execution of this engagement letter will constitute an acknowledgment of those limitations.

Our representation of the City and the attorney-client relationship created by this engagement letter will be concluded upon the filing of the Annual Filing.

PROSPECTIVE CONSENT

As you are aware, Butler Snow represents many political subdivisions, companies and individuals. It is possible that during the time that we are representing the City, one or more of our present or future clients will have transactions, litigation, or other matters with the City. We do not believe that such representation, if it occurs, will adversely affect our ability to represent you as provided in this engagement letter, either because such matters will be sufficiently different from the filing of the Annual Filing so as to make such representations not adverse to our representation of you, or because the potential for such adversity is remote or minor and outweighed by the consideration that it is unlikely that advice given to the other client will be relevant to any aspect of the issuance filing of the Annual Filing. The City's local counsel is hereby authorized to discuss and/or review with Butler Snow any such matters described in this paragraph (including any form of potential conflict waiver, if applicable). Execution of this engagement letter will signify the City's consent to our representation of others consistent with the circumstances described in this paragraph.

FEE STRUCTURE

Based upon: (i) our current understanding of the terms, structure, size and schedule of the Annual Filing, (ii) the duties we will undertake pursuant to this letter, (iii) the time we anticipate devoting to the Annual Filing, and (iv) the responsibilities we assume, our fee for this engagement will be \$3,000.00. Such fee may vary: (i) if material changes in the structure of the financing occur or (ii) if unusual or unforeseen circumstances arise which require a significant increase in our time or our responsibilities. If, at any time, we believe that circumstances require an adjustment of our original fee estimate, we will consult with you.

In addition, this letter authorizes us to incur expenses and make disbursements on behalf of the City, which we will include in our invoice. Disbursement expenses will include such items as travel costs, photocopying, deliveries and other out-of-pocket costs.

PUBLICITY CONCERNING THIS MATTER

Often projects and matters such as this are of interest to the public. Also, many clients desire favorable publicity. Therefore, you agree that we may respond to inquiries from the news media and we may initiate and publish information to the public on this matter (including but not

limited to our firm website) unless you instruct us not to do so. In any event, we will not divulge any non-public information regarding this matter.

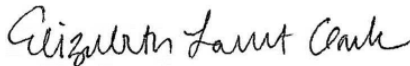
RECORDS

At your request, papers and property furnished by you will be returned promptly upon receipt of payment for outstanding fees and client charges. Our own files, including lawyer work product, pertaining to the transaction will be retained by us. For various reasons, including the minimization of unnecessary storage expenses, we reserve the right to dispose of any documents or other material retain by us after the termination of this engagement.

If the foregoing terms are acceptable to you, please so indicate by (1) returning the enclosed copy of this engagement letter dated and signed by an authorized officer; and (2) returning the material event notice certification dated and signed by an authorized officer, attached hereto as **Exhibit A**. Please retain a copy of the original engagement letter and material event notice certification for your files.

We look forward to working with you again on your Annual Filing.

BUTLER SNOW LLP



By: _____
Elizabeth Lambert Clark

Accepted and Approved:

THE CITY OF GAUTIER, MISSISSIPPI

BY: _____
Mayor

Dated: _____

cc: Joshua W. Danos, Esq., City of Gautier, Mississippi City Attorney
(Via email: jdanos@bordisdanos.com)
Paula Yancey, City Manager (Via email: pyancey@gautier-ms.gov)

EXHIBIT A

Event Notice

The City certifies that none of the event notices have occurred with respect to the Bonds:

- (1) Principal and interest payment delinquencies;
- (2) Non-payment related defaults, if material;
- (3) Unscheduled draws on debt service reserves, if any, reflecting financial difficulties;
- (4) Unscheduled draws on credit enhancements reflecting financial difficulties;
- (5) Substitution of credit or liquidity providers, or their failure to perform;
- (6) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds;
- (7) Modifications to rights of Bondholders, if material;
- (8) Bond calls, if material, and tender offers;
- (9) Defeasances;
- (10) Release, substitution, or sale of property, if any, securing repayment of the Bonds, if material;
- (11) Rating changes;
- (12) Bankruptcy, insolvency, receivership, or similar event of the Issuer;
- (13) The consummation of a merger, consolidation, or acquisition involving the Issuer or the sale of all or substantially all of the assets of the Issuer, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material; and/or
- (14) Appointment of a successor or additional trustee or the change of name of a trustee, if material.

THE CITY OF GAUTIER, MISSISSIPPI

BY: _____
Mayor

Dated: _____