**Tuesday**
**June 18, 2013**
**Gautier, Mississippi**

**BE IT REMEMBERED THAT A RECESSED MEETING of the Mayor and Council of the City of Gautier, Mississippi was held June 18, 2013 at 6:30 PM in the City Hall Municipal Building, 3330 Highway 90, Gautier, Mississippi.**

**Those present were Mayor Pro Tem Scott Macfarland, Council Members Johnny Jones, Hurley Ray Guillotte, Gordon Gollott, Mary Martin, Adam Colledge, City Manager Samantha Abell, City Clerk Cynthia Russell, City Attorney Robert, and other concerned citizens. Mayor Tommy Fortenberry was absent.**

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# REVISED-AGENDA
# CITY OF GAUTIER, MISSISSIPPI
# CITY HALL COUNCIL CHAMBERS
# June 18, 2013 @ 6:30 PM

**I. Call to Order**

1 Prayer

2 Pledge of Allegiance

**II. Agenda Order Approval**

**III. Announcements**

1 Office closed in observance of Independence Day, July 4th & 5th

**IV. Presentation Agenda**

1 EDEE Solar Power System presentation by Dr. C. H. "Hank" Roberts

2 Presentation by IBEW Local 733 representative James Flynn

3 May 2013 Financial Reports by Teresa Montgomery

**V. Public Agenda**

1 Agenda Comments

**VI. Business Agenda**

1 Order authorizing the acceptance of the base bid and Alternate #1 from Hudson Contracting, Inc. in the amount of $439,882.50 for the Ocean Beach Estates and Shell Landing Wastewater Collection Systems CIAP #MS.30.713

2 Order authorizing the City to submit applications to the Mississippi Department of Marine Resources for FY2015 Tidelands Trust Fund

3 Order approving Change Order No. 9 for Streetscape Project #R-109-192-01-KCR from Lane Construction, Inc.

4 Order approving Streetscape Project #R-109-192-01-KCR Budget Modification #10 (Ending Date Change)

5 Order approving Docket of Claims

6 Resolution approving the form and the execution of a Bond Purchase Agreement in connection with the sale by the Mississippi Development Bank of its Special Obligation Bonds, Series 2013 Combined Utility System Revenue Project

VII. Consent Agenda (All items approved in one motion)

1 Order approving Council Meeting Minutes from June 4, 2013

2 Order approving public hearing date and consider revised Animal Control Ordinance

3 Order approving receipt of Letter of No Objection from US Justice Department relative to House Bill 1722

4 Order approving Delta Computer Systems Software Addendum

5 Order approving Surplus Items

6 Order receiving May 2013 Privilege License Report

7 Order authorizing July 5th a legal holiday as declared by the Governor of Mississippi

VIII. Executive Session/Discuss Evaluations for Appointed Positions

## STUDY AGENDA
## CITY OF GAUTIER, MISSISSIPPI
## June 18, 2013

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 July 2, 2013 at 6:30 PM**
**www.gautier-ms.gov**

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Motion was made by Councilman Colledge to add Special Recognition of Chief Ray Frair's retirement as Presentation Item #2 and move presentation by IBEW Local 733 representative James Flynn to Business Item #7. Motion was seconded by Councilman Gollott and unanimously carried.

## Announcements

STATE OF MISSISSIPPI

*Office of the Governor*

**A PROCLAMATION**

**BY THE**

**GOVERNOR**

**WHEREAS,** under the provisions of Miss. Code Ann. Section 3-3-7, Independence Day, the fourth day of July, is declared a legal holiday in the State of Mississippi; and

**WHEREAS,** during the Fourth of July holiday, many state employees will spend time with their families in Mississippi and in other states:

**NOW, THEREFORE,** I, Phil Bryant, Governor of the State of Mississippi, pursuant to the authority vested in me under the Constitution of the State of Mississippi and applicable statutes of the State of Mississippi, do hereby authorize the closing of all offices of the State of Mississippi on Thursday, July 4, 2013, in observance of Independence Day.

**IN ADDITION,** I hereby authorize the executive officers of all state agencies, in their discretion after considering the interests of the people of the State of Mississippi and the staffing needs of their respective agencies, to close all offices of the State of Mississippi on Friday, July 5, 2013, in further observance of Independence Day.

**IN WITNESS WHEREOF,** I have hereunto set my hand and caused the Great Seal of the State of Mississippi to be affixed.

**DONE** in the City of Jackson, on the 28th day of May in the year of our Lord, two thousand and thirteen, and of the Independence of the United States of America, the two hundred and thirty-seventh.

Phil Bryant

**PHIL BRYANT**
**GOVERNOR**

**BY THE GOVERNOR**

C. Delbert Hosemann, Jr.

**C. DELBERT HOSEMANN, JR.**
**SECRETARY OF STATE**

**Mayor and Council Installation Ceremony, Thursday, June 27th, 6PM – 8PM at MGCCC (Student Center)**

**Presentation Agenda**

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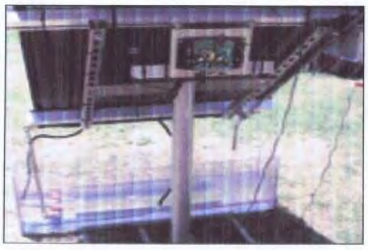

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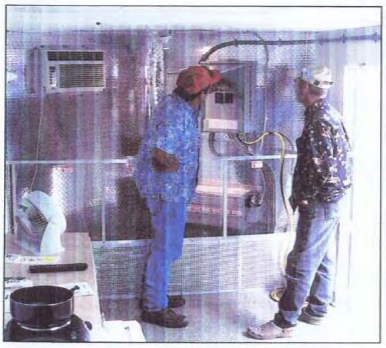

**Special Recognition of Fire Chief Ray Frair (Retirement)**

## May 2013 Financial Reports by Teresa Montgomery, Comptroller

### May 2013 Ending Cash Balances

**GENERAL DEPOSITORY**

| Fund Name | | Account # | Balance |
|---|---|---|---|
| General Fund | Depository Account | 001-000-001 | $1,424,358.81 |
| MS Development Loan Katrina | Depository Account | 007-000-001 | $2,960.45 |
| CDBG-Downtown Revitalization | Depository Account | 012-000-001 | ($344.20) |
| Transportation Enhancement | Depository Account | 013-000-001 | $45,000.00 |
| CIAP-Town Center | Depository Account | 014-000-001 | ($1,200.00) |
| Martin Bluff Road Improvements | Depository Account | 128-000-001 | $259,683.40 |
| U S Justice Equitable Sharing | Depository Account | 157-000-001 | $212,134.72 |
| Fire Protection Fund | Depository Account | 160-000-001 | $220,922.41 |
| FF Grant:EMW-2012-FO-02393 | Depository Account | 161-000-001 | $2,095.50 |
| DMR-BP Oil Spill Grant | Depository Account | 165-000-001 | ($349.94) |
| MDOT-Youth Corp Program | Depository Account | 166-000-001 | |
| Tidelands Grant | Depository Account | 171-000-001 | ($9,606.25) |
| Library Support Fund | Depository Account | 172-000-001 | $4,777.07 |
| Shepard State Park Fund | Depository Account | 176-000-001 | ($4,284.37) |
| Solid Waste Fund | Depository Account | 404-000-001 | $2,617.48 |
| | General Ledger Cash Balance | | $2,158,765.08 |
| | General Depository Reconciled Cash Balance | | $2,158,612.79 |

**ENTERPRISE FUND**

| Fund Name | | Account # | Balance |
|---|---|---|---|
| Water & Sewer Utility | Enterprise Account-M&M | 400-000-001 | $218,067.49 |
| | Enterprise Account-Hancock | 400-000-002 | $1,118,060.76 |
| | CIAP:Old Shell-Hancock | 414-000-002 | ($32,000.00) |
| Utility Bond Refunding | Enterprise Account-Hancock | 430-000-002 | $13,216.66 |
| | General Ledger Cash Balance | | $1,317,344.91 |
| | Enterprise Reconciled Cash Balance | | $1,314,509.75 |

**MAY 2013**
**YEAR TO DATE TOTALS**

| General Fund Totals | | BUDGET FY 2013 | As of May 2013 | Balance | 66.66 % % to date |
|---|---|---|---|---|---|
| | **General Fund Revenues** | 9,404,149.00 | 6,605,438.94 | 2,798,710.06 | *70.2%* |
| | Expenditures: | | | | |
| 001 | Legislative | 98,035.00 | 67,719.81 | 30,315.19 | *69.0%* |
| 010 | City Court | 278,801.00 | 180,516.31 | 98,284.69 | *64.7%* |
| 021 | City Manager | 167,163.00 | 109,157.25 | 58,005.75 | *65.2%* |
| 022 | Human Resources | 134,607.00 | 88,763.92 | 45,843.08 | *65.9%* |
| 030 | Elections | 15,500.00 | 2,340.14 | 13,159.86 | *15.0%* |
| 040 | City Clerk | 449,702.00 | 290,707.84 | 158,994.16 | *64.6%* |
| 060 | City Attorney | 80,878.00 | 53,748.88 | 27,129.12 | *66.4%* |
| 090 | Economic Dev - Planning | 675,191.00 | 409,880.59 | 265,310.41 | *60.7%* |
| 091 | Antique Fair | 5,000.00 | 0.00 | 5,000.00 | |
| 092 | Building & General Expenses | 373,900.00 | 281,422.48 | 92,477.52 | *75.2%* |
| 100 | Police | 3,514,444.00 | 2,186,399.72 | 1,328,044.28 | *62.2%* |
| 161 | Fire | 1,809,066.00 | 1,218,672.94 | 590,393.06 | *67.3%* |
| 170 | Recreation | 161,052.00 | 102,478.29 | 58,573.71 | *63.6%* |
| 200 | PW: Administration | 27,541.00 | 27,538.69 | 2.31 | *99.9%* |
| 201 | PW: Streets | 282,976.00 | 217,610.17 | 65,365.83 | *76.9%* |
| 205 | PW: Maintenance | 196,069.00 | 130,079.80 | 65,989.20 | *66.3%* |
| 295 | Drainage Systems | 0.00 | 2,651.44 | (2,651.44) | |
| 680 | Debt Service | 86,161.00 | 86,161.00 | 0.00 | *100.0%* |
| 900 | Interfund Transfers | 996,695.00 | 253,673.65 | 743,021.35 | *25.4%* |
| 556 | Contingency | | | | |
| | General Fund Expenditures | 9,352,781.00 | 5,709,522.92 | 3,643,258.08 | *61.0%* |
| | *Total Operating Expenditures* | 8,002,272.00 | 5,121,933.32 | 2,880,338.68 | |
| | *Total Capital Outlay Expenditur* | 61,700.00 | 51,471.47 | 10,228.53 | |
| | *Total Debt Service* | 292,114.00 | 282,444.48 | 9,669.52 | |
| | *Total Transfers Out* | 996,695.00 | 253,673.65 | 743,021.35 | |
| | *Total Contingencies* | 0.00 | 0.00 | 0.00 | |
| | *Check Total* | 9,352,781.00 | 5,709,522.92 | 3,643,258.08 | |
| | *Personnel* | 6,533,548.40 | 4,215,045.38 | 2,318,503.02 | *64.5%* |
| | *Supplies* | 441,277.00 | 241,590.13 | 199,686.87 | *54.7%* |
| | *Other Services* | 1,027,446.60 | 665,297.81 | 362,148.79 | *64.8%* |
| | *Capital Outlay* | 61,700.00 | 51,471.47 | 10,228.53 | *83.4%* |
| | *Debt Service* | 292,114.00 | 282,444.48 | 9,669.52 | *96.7%* |
| | *Interfund Transfers* | 996,695.00 | 253,673.65 | 743,021.35 | *25.5%* |
| | *Contingencies* | 0.00 | 0.00 | 0.00 | |
| | *Check Total* | 9,352,781.00 | 5,709,522.92 | 3,643,258.08 | *61.0%* |
| | ***Beginning Cash Balance*** | | | *1,427,620.73* | |
| | ***General Fund Revenue*** | | | *802,659.03* | |
| | ***General Fund Expenditures*** | | | *805,920.95* | |
| | ***Remaining balance*** | | | *1,424,358.81* | |

MAY 2013
YEAR TO DATE TOTALS

| *General Depository Special Funds* | BUDGET FY 2013 | As of May 2013 | Balance | *66.66% % to date* |
|---|---|---|---|---|
| **007 MS Dev 2.36M Katrina Bonds** | | | | |
| Revenues | 278,566.25 | 248,637.50 | 29,928.75 | *89.20%* |
| Expenditures | 279,616.25 | 249,172.50 | 30,443.75 | *89.10%* |
| **012 CDBG Downtown Revitalization** | | | | |
| Revenues | 3,093,900.00 | 2,530,238.33 | 563,661.67 | *81.70%* |
| Expenditures | 2,880,337.00 | 2,317,019.06 | 563,317.94 | *80.40%* |
| **013 TE-Downtown Revitalization** | | | | |
| Revenues | 450,000.00 | 45,000.00 | 405,000.00 | |
| Expenditures | 450,000.00 | 0.00 | 450,000.00 | |
| **014 CIAP-Town Center** | | | | |
| Revenues | 777,000.00 | 0.00 | 777,000.00 | |
| Expenditures | 777,000.00 | 1,200.00 | 775,800.00 | *0.10%* |
| **157 US Justice Equitable Sharing** | | | | |
| Revenues | 0.00 | 56,831.49 | -56,831.49 | |
| Expenditures | 0.00 | 13,753.34 | -13,753.34 | |
| **160 Fire Protection Fund** | | | | |
| Revenues | 176,785.00 | 0.00 | 176,785.00 | |
| Expenditures | 255,989.00 | 4,709.29 | 251,279.71 | *1.80%* |
| **161 FF Grant: EMW-2012-FO-02393** | | | | |
| Revenues | | 76,396.00 | -76,396.00 | |
| Expenditures | | 74,300.50 | -74,300.50 | |
| **166 MDOT Youth Corp Program** | | | | |
| Revenues | 34,150.53 | 37,935.81 | -3,785.28 | *111.00%* |
| Expenditures | 35,000.00 | 3,308.88 | 31,691.12 | *9.40%* |
| **171 Combined Tidelands Grant** | | | | |
| Revenues | 701,713.00 | 16,575.00 | 685,138.00 | *2.30%* |
| Expenditures | 695,856.75 | 20,325.00 | 675,531.75 | *2.90%* |
| **172 Library Support Fund** | | | | |
| Revenues | 117,603.00 | 95,579.70 | 22,023.30 | *81.20%* |
| Expenditures | 117,603.00 | 98,558.00 | 19,045.00 | *83.80%* |
| **176 Shepard State Park** | | | | |
| Revenues | | 18,397.50 | -18,397.50 | |
| Expenditures | | 22,581.87 | -22,581.87 | |
| **404 Solid Waste Fund** | | | | |
| Revenues | 1,369,696.90 | 842,199.83 | 527,497.07 | *61.40%* |
| Expenditures | 1,417,235.90 | 889,018.29 | 528,217.61 | *62.70%* |

**MAY 2013**
**YEAR TO DATE TOTALS**

*General Depository Special Fund*
**130 $7M GO Bond - Capital Improvements**

| Description | BUDGET FY 2013 | As of May 2013 | Balance | 66.66% |
|---|---|---|---|---|
| Revenue | 486,587.50 | 175,501.42 | **311,086.08** | *36.0%* |
| | | | | |
| Capital Improvements | 2,535,825.00 | 407,626.08 | **2,128,198.92** | *16.0%* |
| Debt Service | 486,587.50 | 111,743.76 | **374,843.74** | *22.9%* |
| Transfer to General Fund | 30,000.00 | 30,000.00 | 0.00 | *100.0%* |
| Bond Fund Expenditures | 3,052,412.50 | 549,369.84 | 2,503,042.66 | *17.9%* |

| | |
|---|---|
| ***Beginning Cash Balance*** | ***2,398,697.02*** |
| ***Total GO Bond Revenues*** | ***9,386.05*** |
| ***Total GO Bond Expenditures*** | ***215,914.87*** |
| ***Ending Cash Balance*** | ***2,192,168.20*** |

**MAY 2013**
**YEAR TO DATE TOTALS**

| **Water & Sewer Utility Fund Totals** | BUDGET FY 2013 | As of May 2013 | Balance | 66.66 % % to date |
|---|---|---|---|---|
| Utility Fund Revenues | 6,607,294.00 | 4,034,504.47 | 2,572,789.53 | 61.0% |
| Contingencies | 212,244.00 | 0.00 | 212,244.00 | |
| Administration | 163,844.00 | 110,840.21 | 53,003.79 | 67.6% |
| Water & Sewer O & M | 3,808,577.00 | 2,188,983.60 | 1,619,593.40 | 57.4% |
| Debt Service | 2,016,748.00 | 1,369,066.02 | 647,681.98 | 67.8% |
| Transfers | 708,860.00 | 400,000.00 | 308,860.00 | 56.4% |
| Utility Fund Expenditures | 6,910,273.00 | 4,068,889.83 | 2,841,383.17 | 58.8% |
| *Total Operating Expenditures* | *4,154,665.00* | *2,297,523.81* | *1,857,141.19* | |
| *Total Capital Outlay Expenditur* | *30,000.00* | *2,300.00* | *27,700.00* | |
| *Total Debt Service* | *2,016,748.00* | *1,369,066.02* | *647,681.98* | |
| *Total Interfund Transfers* | *708,860.00* | *400,000.00* | *308,860.00* | |
| *Check Total* | *6,910,273.00* | *4,068,889.83* | *2,841,383.17* | |
| *Personnel* | *310,224.00* | *269,919.23* | *40,304.77* | *87.0%* |
| *Contingencies* | *212,244.00* | *0.00* | *212,244.00* | |
| *Supplies* | *379,497.00* | *112,999.26* | *266,497.74* | *29.8%* |
| *Other Services* | *3,252,700.00* | *1,914,605.32* | *1,338,094.68* | *58.9%* |
| *Capital Outlay* | *30,000.00* | *2,300.00* | *27,700.00* | *7.7%* |
| *Debt Service* | *2,016,748.00* | *1,369,066.02* | *647,681.98* | *67.8%* |
| *Interfund Transfers* | *708,860.00* | *400,000.00* | *308,860.00* | *56.4%* |
| *Check Total* | *6,910,273.00* | *4,068,889.83* | *2,841,383.17* | *58.8%* |
| ***Cash Balance*** | | | | |
| ***Beginning Cash Balance*** | | | *1,476,386.79* | |
| ***Water Utility Fund Revenue*** | | | *594,812.64* | |
| ***Water Utility Fund Expenditures*** | | | *735,071.18* | |
| ***Ending Cash Balance*** | | | *1,336,128.25* | |

| ***Enterprise Special Funds*** | BUDGET FY 2013 | As of May 2013 | Balance | 66.66% |
|---|---|---|---|---|
| **414 CIAP: Old Shell Landing** | | | | |
| Revenue | 513,825.00 | 24,069.88 | 489,755.12 | 4.6% |
| Expenditures | 513,825.00 | 56,069.88 | 457,755.12 | 10.9% |

**During discussion of the motion, Councilman Jones asked Chad Jordan, Clearwater Solutions Project Manager, for his opinion on the qualifications of the lowest bidder and next lowest bidder. Jordan stated that the low bidder only previously installed two (2) grinder pumps, since the contract was for the installation of fifty (50) grinder pumps and the City was going to be responsible for the maintenance of these pumps, he was satisfied that the low bidder was qualified for the performance of this contract. He additionally stated that the next lowest bidder, Hudson Contracting, Inc., was a licensed state contractor and that the low bidder, Gulf Breeze Landscaping, LLC was not. The consulting engineer, Seymour Engineering, has recommended the selection of Hudson Contracting, Inc.**

**Council adopted the following order.**

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

**ORDER NUMBER 139-2013**

**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 accept the base bid and Alternate #1 from Hudson Contracting, Inc. in the amount of $439,882.50 for the Ocean Beach Estates and Shell Landing Wastewater Collection Systems CIAP #MS.30.713.**

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

**Motion was made by Councilman Jones, seconded by Councilman Colledge and the following vote was recorded:**

| | |
|---|---|
| **AYES:** | **Johnny Jones** |
| | **Hurley Ray Guillotte** |
| | **Mary Martin** |
| | **Scott Macfarland** |
| | **Adam Colledge** |
| **NAYS:** | **Gordon Gollott** |
| **ABSENT:** | **Tommy Fortenberry** |

**MAYOR PRO TEM**

**ATTEST:**

**CITY CLERK**

**PASSED AND ADOPTED by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of June 18, 2013.**

**CITY OF GAUTIER**
**MEMORANDUM**

| | |
|---|---|
| **To:** | Samantha Abell, City Manager |
| **From:** | Cindy Steen, Purchasing Agent |
| **Through:** | Cindy Russell, City Clerk |
| **Date:** | May 30th, 2013 |
| **Subject:** | Ocean Beach Estates and Shell Landing Wastewater Collection Systems CIAP #MS.30.713 |

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**REQUEST:**
City Council authorization is requested to accept the base bid and Alternate #1 from Hudson Contracting, Inc. for $439,882.50. The City of Gautier will go through the approval process with the Jackson County Utility Authority to perform Alternate #1, to install the grinder pumps on the County side of the road.

**BACKGROUND:**
Coastal Impact Assistance Program (CIAP) grant funding was awarded to Jackson County to re-route sewage from failing septic tanks to enclosed sewer systems for the County's Ocean Beach Estates area and the City of Gautier's Old Shell Landing area. The Old Shell Landing project will enable the City of Gautier to mitigate impacts to water quality and wetlands habitat in Graveline Bayou and the Mississippi Sound by discontinuing use of septic tanks for approximately 60 homes in the Old Shell Landing area. Phase I of the project included reimbursements to approximately 10 residents for grinder pumps that had already been installed. The Phase II budget includes the cost of purchasing and installing up to 50 grinder pumps, pumping out and filling septic tanks, and installing sewer.

**RECOMMENDATION:**
Based on the contract provided, it is recommended that the Council approve the contract between the City of Gautier and Hudson Contracting, Inc. with Alternate #1 in the amount of $439,882.50.

**ACCOUNT BUDGET:**
414-651-702

**ATTACHMENT(S):**
Recommendation Letter from Seymour Engineering
Bid Tab
CIAP Budget

SEYMOUR
ENGINEERING
CIVIL ENGINEERS AND PROFESSIONAL LAND SURVEYORS
SE
925 Tommy Munro Dr., Ste. G
Biloxi, Mississippi 39532
Phone: 228-385-2350
Fax: 228-385-2353
Toll Free 888-385-2350

May 21, 2013

Samantha D. Abell
City of Gautier - City Manager
Gautier City Hall
3330 Highway 90
Gautier, MS 39533

**Re: Ocean Beach Estates and Shell Landing**
**Wastewater Collection Systems CIAP # MS.30.713**
**(Old Shell Landing Sewer Improvements)**

Dear Ms. Abell,

This letter is intended to replace my letter of May 9, 2013, but not its' attachments, on this subject.

Seymour Engineering has reviewed the bids for the above referenced project.

The low bidder, Gulf Breeze Landscaping, LLC has been determined by the Mississippi State Board of Contractors to be unqualified due to lack of proper classification with them.

As you can see from the previously attached certified bid tabulation, Hudson Contracting, Inc., Certificate of Responsibility No. 05632-MC is the lowest qualified bidder.

Seymour Engineering is therefore recommending that the City of Gautier accept the base bid and Alternate No. 1 from Hudson Contracting, Inc. for $439,882.50. We do not recommend the acceptance of deductive Alternate No. 2, as our analysis of the hydraulic characteristics of the proposed pump indicate it is less adequate than the base bid pump. This is based on apples to apples hydraulic analysis in which it is assumed all the pumps would like to kick on after an extended power outage. The base bid pump comes on sooner than the Alternate No. 1 pump, making the base bid pump more suitable for the hydraulic conditions of this particular project in my opinion.

Our understanding of the current state of the CIAP budget was detailed as an attachment on my previous letter. This budget total is $464,615.12. This is a good budget allowing for unforeseen conditions that may require a change order.

Since it appears that there is adequate CIAP funds to perform Alternate No. 1, which is to install the grinder pumps on the County side of the road, it will be necessary for the City to go through the approval process with the Jackson County Utility Authority. This was detailed in a recent email.

Seymour Engineering is pleased to have been involved with this process, and we look forward to working with the all the parties involved as this project progresses. Please don't hesitate to call if you have any questions or require anything else to be addressed.

Respectfully,

**SEYMOUR ENGINEERING**

Edward L. Hogg

Edward L. (Ned) Hogg PE.
925 Tommy Munro Dr., Ste. G
Biloxi, MS 39532
Office: 228.385.2350
Fax: 228.385.2353
nhogg@seymoureng.com

Bid Date: April 17, 2013
2:00 p.m.
Bid Place: Gautier City Hall

4-17-13

## CIAP #MS.30.713
## OLD SHELL LANDING SEWER IMPROVEMENTS

### LOW BID TABULATION SHEET

| CONTRACTOR | ADD NO. 1 | CERT. OF RESP. | BID BOND | BASE BID | ALTERNATE NO. 1 - ADDITIVE | ALTERNATE NO. 2 - DEDUCTIVE | HYDRAULIC ANALYSIS |
|---|---|---|---|---|---|---|---|
| GULF BREEZE LANDSCAPING LLC | X | 07560-SC | 5% | $ 298,555.12 | $ 78,656.32 | 1. $95,508.00 | YES |
| P.O. BOX 347 | | | U. S. | | | 2. $5,268.00 | |
| GAUTIER, MS 39553 | | | SPECIALTY | | | 3. $22,740.00 | |
| | | | INS. CO. | | | 4. $1,052.60 | |
| | | | | | | | |
| | | | | | | | |
| HUDSON CONTRACTING | X | 05632-MC | 5% | $ 345,705.00 | $ 94,177.50 | 1. $13,860.00 | YES |
| P.O. BOX 30 | | | THE OHIO | | | 2. $2,375.00 | |
| WAYNEBORO, MS 39367 | | | CASUALTY | | | 3. $3,300.00 | |
| | | | INS. CO. | | | 4. $475.00 | |
| | | | | | | | |
| | | | | | | | |
| PLAAS INCORPORATED | X | 13597-MC | 5% | $ 358,903.00 | $ 103,000.00 | 1. $14,532.00 | NO |
| 1952 HWY. 49 NORTH | | | GRANITE RE | | | 2. $2,475.00 | |
| WIGGINS, MS 39577 | | | INC. | | | 3. $3,990.00 | |
| | | | | | | 4. $495.00 | |
| | | | | | | | |
| TCB CONSTRUCTION CO. | X | 08983-MC | 5% | $ 372,310.81 | $ 122,493.15 | NO BID | |
| 5913 HIGHWAY 53 | | | LIBERTY | | | | |
| POPLARVILLE, MS 39470 | | | MUTUAL | | | | |
| | | | INS. CO. | | | | |
| | | | | | | | |
| | | | | | | | |
| T L WALLACE CONSTRUCTION, INC. | X | 03770-MC | 5% | $ 385,491.00 | $ 98,745.00 | NO BID | |
| 800 HIGHWAY 98 BYPASS | | | ARCH | | | | |
| COLUMBIA MS 39429 | | | INS. CO. | | | | |
| | | | | | | | |
| | | | | | | | |
| MYERS UNDERGROUND UTILITIES | X | 14736 | 5% | $ 389,769.00 | $ 112,740.00 | 1. $12,600.00 | NO |
| 408 RYAN RD. | | | NORTH | | | 2. $1,625.00 | |
| HATTIESBURG, MS 39401 | | | AMERICAN | | | 3. $3,000.00 | |
| | | | SPECIALTY | | | 4. $325.00 | |
| | | | INS. CO. | | | | |
| | | | | | | | |

Bid Date: April 17, 2013
2:00 p.m.
Bid Place: Gautier City Hall

**CIAP #MS.30.713**
**OLD SHELL LANDING SEWER IMPROVEMENTS**

4-17-13

## LOW BID TABULATION SHEET

| CONTRACTOR | ADD NO. 1 | CERT. OF RESP. | BID BOND | BASE BID | ALTERNATE NO. 1 - ADDITIVE | ALTERNATE NO. 2 - DEDUCTIVE | HYDRAULIC ANALYSIS |
|---|---|---|---|---|---|---|---|
| JAY BEARDEN CONSTRUCTION | X | 09155-SC | 5% | $ 416,012.00 | $ 130,031.00 | NO BID | |
| 660 OLD HWY 49 SOUTH | | | TRAVELERS | | | | |
| RICHLAND, MS 39218 | | | CASUALTY | | | | |
| | | | & SURETY | | | | |
| | | | CO. OF AMERICA | | | | |
| HENSLEY R. LEE CONTRACTING | X | 13466 | 5% | $ 421,855.25 | $ 126,896.75 | NO BID | |
| 311 ACORN LANE | | | TRAVELERS | | | | |
| PICAYUNE, MS 39466 | | | CASUALTY | | | | |
| | | | & SURETY | | | | |
| | | | CO. OF AMERICA | | | | |
| SAUNDERS CONSTRUCTION | X | 13638-MC | 5% | $ 454,272.00 | $ 151,052.00 | 1. $130,200.00 | YES |
| P.O. BOX 7668 | | | TRAVELERS | | | 2. $5,215.00 | |
| D'IBERVILLE, MS 39540 | | | CASUALTY | | | 3. $31,000.00 | |
| | | | & SURETY | | | 4. $1,043.00 | |
| | | | CO. OF AMERICA | | | | |
| LANE CONSTRUCTION | X | 07628-MC | 5% | $ 687,640.00 | $ 204,647.00 | 1. $6,300.00 | YES |
| P.O. BOX 1437 | | | | | | 2. $1,000.00 | |
| OCEAN SPRINGS, MS 39564 | | | | | | 3. $1,500.00 | |
| | | | | | | 4. $200.00 | |

CERTIFIED BY: Edward L. Hogg

EDWARD L. "NED" HOGG, P.E.
SEYMOUR ENGINEERING

Old Shell Landing Current State of CIAP Budget as of May 6, 2013
CIAP Project identifier MS.30.713, FWS Award # F12AF00434

| CIAP Budget For Gautier - Subgrantee # 2 | | | | CIAP Expenditures or Committed $ For Gautier - Subgrantee # 2 | | | |
|---|---|---|---|---|---|---|---|
| | Phase 1 F12AP0006 | Phase 2 F12AF00434 | Total | | | | |
| 1. Salary | $ - | $ - | $ - | | | | |
| 2. Fringe | $ - | $ - | $ - | | | | |
| 3. Travel | $ - | $ - | $ - | | | | |
| 4. Equipment | $ 40,000.00 | $ - | $ 40,000.00 | $ 24,069.88 | Paid to residents who installed their pumps etc | | |
| 5. Supplies | $ - | $ - | $ - | | | | |
| 6. Contractual | $ 57,325.00 | $ - | $ 57,325.00 | $ 45,000.00 | Seymour Engineering Contract | | |
| 7. Construction | $ - | $ 436,360.00 | $ 436,360.00 | | | | |
| 8. Other Direct Costs | $ - | $ - | $ - | | | | |
| 9. Total Direct | $ 97,325.00 | $ 436,360.00 | $ 533,685.00 | $ 69,069.88 | | | |
| 10. Indirect | $ - | $ - | $ - | $ - | | | |

The Award Letter from Fish and Wildlife states that -
"Grant funds may be transferred between projects/activiities/budget categories without prior approval from this agency."

So it would seem that we have:
$ 533,685.00 minus $ 69,069.88 = $ 464,615.12 available for construction and purchase of pumps etc

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

**ORDER NUMBER 140-2013**

**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 submit two (2) applications to the Mississippi Department of Marine Resources for FY2015 Tidelands Public Access funding and two (2) applications for FY2015 Tidelands Management Project funding.**

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

**Motion was made by Councilman Gollott, seconded by Councilwoman Martin and the following vote was recorded:**

| | |
|---|---|
| **AYES:** | **Johnny Jones** |
| | **Hurley Ray Guillotte** |
| | **Gordon Gollott** |
| | **Mary Martin** |
| | **Scott Macfarland** |
| | **Adam Colledge** |
| **NAYS:** | **None** |
| **ABSENT:** | **Tommy Fortenberry** |

**MAYOR PRO TEM**

**ATTEST:**

**CITY CLERK**

**Passed and Adopted by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of June 18, 2013.**

**CITY OF GAUTIER**
**MEMORANDUM**

**To:** Samantha Abell, City Manager

**From:** Patty Huffman, Grants and Projects Manager

**Through:** Eric Meyer, Director of Economic Development and Planning

**Date:** June 10, 2013

**Subject:** FY2015 Mississippi Tidelands Trust Fund Applications

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**REQUEST:**
The Economic Development and Planning Department requests City Council authorization to submit two (2) applications to the Mississippi Department of Marine Resources for FY2015 Tidelands Public Access funding and two (2) applications for FY2015 Tidelands Management Project funding.

**BACKGROUND:**
"The purpose of the fund is to ensure that monies derived from the public trust tidelands assessments shall be used for the benefit of preserving and protecting the tidelands and submerged lands found within the three (3) most southern counties of the state. Funds shall be disbursed by the commission for new and extra programs of tidelands management, such as conservation, reclamation, preservation, acquisition, education or the enhancement of public access to the public trust tidelands or public improvement projects as they relate to those lands."

**DISCUSSION:**
The City of Gautier has identified two (2) projects for FY2015 Tidelands Public Access funding:

1) Continued improvements to the Town Green property (up to $250,000.00)
2) Infrastructure improvements to Shepard State Park (Up to $250,000.00)

The City of Gautier has identified two (2) projects for FY2015 Tidelands Management Project funding for educational purposes:

1) Town Green educational exhibits and interactive learning centers (Up to $200,000.00)
2) Shepard State Park educational centers and exhibits (Up to $200,000.00)

Applications are due no later than 5:00 p.m. on Monday, July 1, 2013.

**RECOMMENDATION:**
The Economic Development and Planning Department staff recommends that City Council authorize submission of all four (4) requests for funding to the Department of Marine Resources for FY2015 Tidelands funding. The City Council may:

1. Authorize submission of all four (4) funding requests as proposed;
2. Authorize submission of one or more funding requests;
3. Disapprove submission of any funding requests.

**ATTACHMENT(S):**
N/A

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

**ORDER NUMBER 141-2013**

**IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that Change Order No. 9 Streetscape Project #R-109-192-01-KCR from Lane Construction, Inc. for proposed change to include landscaping at the shelters and storm drain work adjacent to Highway 90 is hereby approved. Approval is contingent upon MDA approval.**

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

**Motion was made by Councilman Gollott, seconded by Councilwoman Martin and the following vote was recorded:**

| | |
|---|---|
| **AYES:** | **Johnny Jones** |
| | **Hurley Ray Guillotte** |
| | **Gordon Gollott** |
| | **Mary Martin** |
| | **Scott Macfarland** |
| | **Adam Colledge** |
| **NAYS:** | **None** |
| **ABSENT:** | **Tommy Fortenberry** |

_____
**MAYOR PRO TEM**

**ATTEST:**

_____
**CITY CLERK**

**PASSED AND ADOPTED by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of June 18, 2013.**

**CITY OF GAUTIER**
**MEMORANDUM**

| | |
|---|---|
| **To:** | Samantha Abell, City Manager |
| **From:** | Patty Huffman, Grants and Projects Manager |
| **Through:** | Eric Meyer, Economic Development/Planning Director |
| **Date:** | June 11, 2013 |
| **Subject:** | Streetscape Project #R-109-192-01-KCR |
| | Change Order Request #9 |

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**REQUEST:**
Change Order Request #9 for the above referenced Streetscape Project is presented for City Council approval.

**DISCUSSION:**
This change order adds $8,181.28 for landscaping around the shelters and $2,000.00 for storm drain work adjacent to Hwy 90 to eliminate a potential flooding problem (for a total of $10,181.28). A 14-day time extension is requested to complete the work. If approved, the contract ending date with Lane Construction, Inc. will be changed from June 26, 2013 to July 10, 2013.

**RECOMMENDATION:**
City staff recommends that City Council approve Change Order Request #9 as presented.

**ATTACHMENT(S):**
Change Order Request Form
Contract Change Order No. 9
Field Order #1
Field Order #2

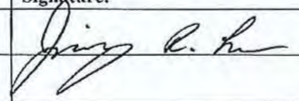
**Change Order Request Form**

| | |
|---|---|
| **Applicant Name:** | City of Gautier |
| **Project Description:** | Gautier Downtown Streetscape – Phase 2 |
| **Contract Number:** | CDBG Project No. R-109-192-01-KCR |
| **Change Order Request Number:** | Nine |

**Please include the following information:**

| REQUIRED INFORMATION | EXPLANATION |
|---|---|
| **Description of the change** | Provide landscaping for the shelters and storm drain work adjacent to Highway 90. |
| **A justification of the need for the change** | The Owner wishes to include landscaping at the shelters and the storm drain work is necessary to eliminate a potential flooding problem. |
| **A justification of the need for time extension** | The Contractor has requested this time due to the time required to furnish and install the above stated work. |
| **Revised plans, specifications, and contract documents as needed** | |
| **Engineering computations and sketches, if necessary to justify the change** | |
| **Contractor certification in writing that the cost of the change order has been analyzed and found to be unreasonable** | |

**Signatures:**

| | Signature: | Date: |
|---|---|---|
| **Contractor** |  | 6-11-13 |
| **Responsible Entity** | | |
| **DRD Staff** | | |
| **DRD Bureau Manager** | | |

# CONTRACT CHANGE ORDER NO. 9

OWNER: CITY OF GAUTIER, MISSISSIPPI

CONTRACTOR: LANE CONSTRUCTION, INC.

PROJECT NAME: GAUTIER DOWNTOWN STREETSCAPE - PHASE 2

CONTRACT NUMBER: CDBG PROJECT NO. R-109-192-01-KCR

REASON FOR CHANGE: Proposed change to include landscaping at the shelters and storm drain work adjacent to Highway 90 in front of the Smith Mitchell Building.

You Are Hereby Requested to Comply with the Following Changes from the Contract Plans, Specifications and Contract Documents: (Use Additional Sheets if Required)

| DEDUCTIONS | | | | UNIT | TOTAL |
|---|---|---|---|---|---|
| ITEM NO. | DESCRIPTION | QTY | UNIT | COST | CONTRACT |
| | | | | | |
| | | | | | |
| | | | | Total Deductions = | $ - |

| ADDITIONS | | | | UNIT | TOTAL |
|---|---|---|---|---|---|
| ITEM NO. | DESCRIPTION | QTY | UNIT | COST | CONTRACT |
| *CO9-A | Landscaping | 1 | LS | $ 8,181.28 | $ 8,181.28 |
| *CO9-B | Storm Drain Work | 1 | LS | $ 2,000.00 | $ 2,000.00 |
| | | | | | |
| * Items added by this change order | | | | Total Additions = | $ 10,181.28 |

| | |
|---|---|
| TOTAL DEDUCTIONS = | $ - |
| TOTAL ADDITIONS = | $ 10,181.28 |
| NET RESULT = | $ 10,181.28 |

| | |
|---|---|
| ORIGINAL CONTRACT AMOUNT: | $ 4,456,214.80 |
| TOTAL CONTRACT CHANGES TO DATE: | $ 64,872.83 |
| CURRENT CONTRACT AMOUNT: | $ 4,521,087.63 |
| THIS CONTRACT CHANGE: | $ 10,181.28 |
| REVISED CONTRACT AMOUNT: | $ 4,531,268.91 |
| CURRENT CONTRACT COMPLETION DATE: | June 26, 2013 |
| TIME EXTENSION REQUIRED BY CHANGE: | 14 |
| REVISED CONTRACT COMPLETION DATE: | July 10, 2013 |

NOTE: THIS DOCUMENT SHALL BE AN AMENDMENT TO THE CONTRACT AND ALL PROVISIONS OF THE CONTRACT WILL APPLY.

RECOMMENDED BY: _____ 6-11-13
NEEL-SCHAFFER, INC. — DATE
ENGINEER

ACCEPTED BY: _____ 6-11-13
LANE CONSTRUCTION, INC. — DATE
CONTRACTOR

APPROVED BY: _____
CITY OF GAUTIER, MISSISSIPPI — DATE
OWNER

Page 1 of 1

# GAUTIER DOWNTOWN STREETSCAPE – PHASE 2
# CDBG PROJECT NO. R-109-192-01-KCR
# CITY OF GAUTIER, MISSISSIPPI

APRIL 19, 2013

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## FIELD ORDER NO. 1

TO: SHANNON WILKERSON
LANE CONSTRUCTION, INC.

Add the following item of work to the contract:

- Item No. CO8-A – Landscaping at Shelters
  This item includes all work associated with furnishing and installing the landscaping as outlined in the quote dated April 9, 2013 from Lane Construction, Inc. and as further detailed in the quote dated April 8, 2013 from Gulf Breeze Landscaping, LLC to Lane Construction. Payment for this item shall be made at the lump sum price as stated in the quote from Lane Construction, Inc. with a stated price of $8,181.28 for the landscaping material installed and accepted.

This work shall be incorporated into the contract utilizing Change Order #8 which may serve as the summary change order (dependent upon Contractor's completion of remaining items of work).

**BY SIGNING BELOW, LANE CONSTRUCTION, INC. AGREES TO PERFORM THE WORK AS STATED ABOVE.**

| | |
|---|---|
| LANE CONSTRUCTION, INC., AUTHORIZED REPRESENTATIVE | DATE 4-19-13 |
| ERIC PAGE, NEEL-SCHAFFER, INC. | DATE 4-19-13 |

J:\7459 - Gautier Streetscape CDBG\Phase 2 - North-South Sides\Construction\Change Order\Field Order No 1.doc

# GAUTIER DOWNTOWN STREETSCAPE – PHASE 2
# CDBG PROJECT NO. R-109-192-01-KCR
# CITY OF GAUTIER, MISSISSIPPI

APRIL 19, 2013

---

## FIELD ORDER NO. 2

TO: SHANNON WILKERSON
LANE CONSTRUCTION, INC.

Add the following item of work to the contract:

- Item No. CO8-B – Piping adjacent to Hwy 90
  This item includes all work associated with furnishing and installing the piping to tie the existing (approx. 10" drain pipe) into the junction box in front of the Smith Mitchell Building as we had previously discussed. The pipe is to tie into the junction box immediately beneath the slab top lid so that the line can be as free as possible from inundation of the flow in the existing line. Payment for this item shall be made at the lump sum price as stated in the quote from Lane Construction, Inc. with a stated price of $2,000.00 for piping installed and accepted.

This work shall be incorporated into the contract utilizing Change Order #8 which may serve as the summary change order (dependent upon Contractor's completion of remaining items of work).

**BY SIGNING BELOW, LANE CONSTRUCTION, INC. AGREES TO PERFORM THE WORK AS STATED ABOVE.**

LANE CONSTRUCTION, INC., AUTHORIZED REPRESENTATIVE — DATE 4/19/13

ERIC PAGE, NEEL-SCHAFFER, INC. — DATE 4-19-13

J:\7459 - Gautier Streetscape CDBG\Phase 2 - North-South Sides\Construction\Change Order\Field Order No 2.doc

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

**ORDER NUMBER 142-2013**

**IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that Streetscape Project #R-109-192-01-KCR Budget Modification #10 to extend the current Project ending date from June 30, 2013 to September 30, 2013 to allow time for installation of the digital sign, final project monitoring, and MDA review and approval of project close-out documents is 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 Colledge and the following vote was recorded:**

| | |
|---|---|
| **AYES:** | **Johnny Jones** |
| | **Hurley Ray Guillotte** |
| | **Gordon Gollott** |
| | **Mary Martin** |
| | **Scott Macfarland** |
| | **Adam Colledge** |
| **NAYS:** | **None** |
| **ABSENT:** | **Tommy Fortenberry** |

_____
**MAYOR PRO TEM**

**ATTEST:**

_____
**CITY CLERK**

**PASSED AND ADOPTED by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of June 18, 2013.**

**CITY OF GAUTIER**
**MEMORANDUM**

| | |
|---|---|
| **To:** | Samantha Abell, City Manager |
| **From:** | Patty Huffman, Grants and Projects Manager |
| **Through:** | Eric Meyer, Economic Development/Planning Director |
| **Date:** | June 11, 2013 |
| **Subject:** | Streetscape Project #R-109-192-01-KCR Modification #10 (Ending Date Change) |

---

**REQUEST:**
Budget Modification #10 for the above referenced Streetscape Project is presented for City Council approval. The purpose of this modification is to extend the current Project ending date from June 30, 2013 to September 30, 2013 to allow time for installation of the digital sign, final project monitoring, and MDA review and approval of project close-out documents.

**DISCUSSION:**
The City Manager's signature is needed on five (5) originals.

**ATTACHMENT(S):**
Mississippi Development Authority Modification Signature Sheet (5 originals)

MISSISSIPPI DEVELOPMENT AUTHORITY
MODIFICATION SIGNATURE SHEET

DISASTER RECOVERY DIVISION
POST OFFICE BOX 849
JACKSON, MISSISSIPPI 39205-0849

| 1. Recipient's Name, Address, and Telephone No. | 2. Effective Date: | |
|---|---|---|
| City of Gautier<br>3330 Highway 90<br>Gautier, MS 39553<br><br>228-497-8000 | 3. Contract Number:<br>R-109-192-01-KCR | Grant Number:<br>R-109-192-01-KCR |
| | 4. Modification Number:<br>#10 | |
| | 5. Grant Identifier: (Funding Source & Year)<br>CFDA Number: 14.219 & 14.228 | |
| | 6. Beginning and Ending Date<br>12/1/08 – 9/30/13 | |
| | 7. Page 1 of 1 | |

8. As a result of this modification, funds obligated are changed as follows:

| **KCDBG** | **OTHER FEDERAL** | **OTHER (LOCAL-PRIVATE)** |
|---|---|---|
| **FROM: No Change** | **FROM:** | **FROM: No change** |
| **TO:** | **TO:** | **TO:** |
| **INCREASE:** | **INCREASE:** | **INCREASE:** |
| **DECREASE:** | **DECREASE:** | **DECREASE** |

9. The above recipient is hereby modified as follows: The purpose of this modification is to extend the project ending date to September 30, 2013 to allow time for completion of construction activities, final project monitoring and MDA review and approval of project close out documents.

10. Except as hereby modified, all terms and conditions of the subcontract remain unchanged.

| 12. Approved for Agency: | 13. Approved for Recipient: |
|---|---|
| Signature Date | Signature Date |
| Name: | Name: Samantha Abell |
| Title: | Title: City Manager |

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

**ORDER NUMBER 143-2013**

**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 Councilman Macfarland, seconded by Councilwoman Martin and the following vote was recorded:**

| | |
|---|---|
| **AYES:** | **Johnny Jones** |
| | **Hurley Ray Guillotte** |
| | **Gordon Gollott** |
| | **Mary Martin** |
| | **Scott Macfarland** |
| | **Adam Colledge** |
| **NAYS:** | **None** |
| **ABSENT:** | **Tommy Fortenberry** |

_____

**MAYOR PRO TEM**

**ATTEST:**

_____

**CITY CLERK**

**PASSED AND ADOPTED by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of June 18, 2013.**

Docket of Claims
Release date from 06/18/2013 thru 06/18/2013

| Fund | Name of Claimant | Trans # | Release Date | Claim Date | Claim Number | Check Number | Claim Amount | Approved/Disapproved |
|---|---|---|---|---|---|---|---|---|
| 001 | PASCAGOULA UTILITIES | 131983 | 06/18/2013 | 06/03/2013 | | | 34.77 | |

| Account Number | Description | Invoice # | Date | P.O. | Amount |
|---|---|---|---|---|---|
| 001-161-630 | SOUTH FIRE STN | 1466712 | 05/29/2013 | | 20.89 |
| 001-161-630 | CENTRAL FIRE STN | 1466534 | 05/29/2013 | | 13.88 |

| Fund | Name of Claimant | Trans # | Release Date | Claim Date | Claim Number | Check Number | Claim Amount | Approved/Disapproved |
|---|---|---|---|---|---|---|---|---|
| 001 | AUTO TRUCK AND TRAILER PARTS INC | 131986 | 06/18/2013 | 06/05/2013 | | | 1,735.74 | |

| Account Number | Description | Invoice # | Date | P.O. | Amount |
|---|---|---|---|---|---|
| 001-161-638 | FUEL & WATER FILTER | 233985 | 05/06/2013 | | 42.32 |
| 001-161-638 | CONDITIONER(2),ANTIFREEZE(2) | 233997 | 05/06/2013 | | 29.50 |
| 001-161-638 | FILTER | 234000 | 05/06/2013 | | 34.80 |
| 001-100-570 | SPINDLE:#110 | 234001 | 05/06/2013 | | 67.50 |
| 001-161-638 | LIGHT(4) | 234009 | 05/07/2013 | | 8.68 |
| 001-161-638 | BATTERY:E-3 | 234053 | 05/08/2013 | | 460.00 |
| 001-161-638 | AIR FILTER(2) | 234076 | 05/08/2013 | | 50.00 |
| 001-161-638 | WIX,OIL & AIR FILTER | 234096 | 05/09/2013 | | 80.00 |
| 001-161-638 | 1GAL ROTELLA(3) | 234099 | 05/09/2013 | | 49.50 |
| 001-161-638 | FUSE HOLDER(2),1GAL ROTELLA(3) | 234169 | 05/13/2013 | | 51.34 |
| 001-161-638 | WIX(3),AIR DRIER | 234190 | 05/14/2013 | | 79.85 |
| 001-161-638 | 1GAL ROTELLA(3):E-4 | 234200 | 05/14/2013 | | 49.50 |
| 001-161-638 | WIX:E-4 | 234201 | 05/14/2013 | | 45.89 |
| 001-161-638 | ANTIFREEZE(6),DCA,SEAL(4) | 234207 | 05/14/2013 | | 93.90 |
| 001-161-638 | FILTER,DEXTRAN | 234209 | 05/14/2013 | | 46.19 |
| 001-161-638 | CHAMBER:E-2 | 234232 | 05/15/2013 | | 45.00 |
| 001-201-639 | OIL DRY,FREON(2),BLOW HAMMER | 234264 | 05/16/2013 | | 57.75 |
| 001-161-638 | LIGHT:E-4 | 234269 | 05/16/2013 | | 86.00 |
| 001-161-638 | STROBE:E-4 | 234279 | 05/16/2013 | | 88.00 |
| 001-161-638 | PIG TAIL,BULB,LENS | 234242 | 05/20/2013 | | 94.73 |
| 001-201-639 | 5GAL HYD FLUID(2) | 234363 | 05/21/2013 | | 76.00 |
| 001-161-638 | BULB(3),PIG TAIL(3) | 234393 | 05/22/2013 | | 18.99 |
| 001-090-638 | BATTERY | 234394 | 05/23/2013 | | 80.30 |

| Fund | Name of Claimant | Trans # | Release Date | Claim Date | Claim Number | Check Number | Claim Amount | Approved/Disapproved |
|---|---|---|---|---|---|---|---|---|
| 001 | O'REILLY AUTO PARTS | 131987 | 06/18/2013 | 06/05/2013 | | | 1,428.31 | |

| Account Number | Description | Invoice # | Date | P.O. | Amount |
|---|---|---|---|---|---|
| 001-021-559 | IGN WIRES,SPARK PLUG(6) | 1978294327 | 04/29/2013 | | 70.94 |
| 001-201-639 | DIESEL SPLMT,ACP W/GAUGE | 1978294338 | 04/29/2013 | | 73.56 |
| 001-021-559 | IGN COIL:A-2 | 1978294382 | 04/29/2013 | | 61.77 |
| 001-021-559 | WIPER BLADE(2):A-2 | 1978294383 | 04/29/2013 | | 30.98 |
| 001-170-638 | TIRE GAUGE | 1978294442 | 04/30/2013 | | 7.92 |
| 001-170-638 | AIR FILTER,WIPER BLADE(3) | 1978294624 | 05/02/2013 | | 25.64 |
| 001-170-639 | HEX TOOL(2),AIR HOSE | 1978294746 | 05/03/2013 | | 16.57 |
| 001-100-570 | SPARK PLUG(6) | 1978294755 | 05/03/2013 | | 11.94 |
| 001-100-570 | SPRAY PAINT(2) | 1978295318 | 05/08/2013 | | 10.98 |
| 001-170-639 | 5QT MOTOR OIL | 1978295341 | 05/08/2013 | | 26.99 |
| 001-201-639 | CARB CLEANER(2),MOTOR TRT | 1978295373 | 05/08/2013 | | 17.57 |
| 001-170-559 | FUEL HOSE:ANT SPRAYER | 1978295445 | 05/09/2013 | | 9.00 |
| 001-161-638 | LIGHT SOCKET | 1978295534 | 05/10/2013 | | 7.49 |
| 001-100-570 | BRAKE FLD(2),1GAL FUEL TRT | 1978295544 | 05/10/2013 | | 42.97 |
| 001-100-570 | WINDOW SWITCH | 1978295935 | 05/13/2013 | | 64.59 |
| 001-100-570 | WINDOW SWITCH | 1978295936 | 05/13/2013 | | 64.59 |
| 001-201-639 | CLAMP,MOTOR TRT,DIESEL SPLMT | 1978296035 | 05/14/2013 | | 35.17 |

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| Fund | Name of Claimant | Trans # | Release Date | Claim Date | Claim Number | Check Number | Claim Amount | Approved/Disapproved |
|---|---|---|---|---|---|---|---|---|
| 001 | O'REILLY AUTO PARTS | 131987 | 06/18/2013 | 06/05/2013 | | | 1,428.31 | (CONTINUED) |

| Account Number | Description | Invoice # | Date | P.O. | Amount |
|---|---|---|---|---|---|
| 001-100-570 | RADIATOR SUPPORT:#123 | 1978296301 | 05/16/2013 | | 163.42 |
| 001-100-570 | BATTERY BOX:#123 | 1978296374 | 05/17/2013 | | 38.98 |
| 001-100-570 | MINI BULB | 1978296598 | 05/18/2013 | | 5.99 |
| 001-201-639 | 1GAL OIL,THRD LOCK,SOCKET SET | 1978296693 | 05/20/2013 | | 69.05 |
| 001-100-570 | INNER FENDER:#123 | 1978296709 | 05/20/2013 | | 47.00 |
| 001-100-570 | SPRAY PAINT(2) | 1978296722 | 05/20/2013 | | 6.58 |
| 001-201-639 | PLIERS,LOCK PLIERS,PAG OIL | 1978296826 | 05/21/2013 | | 30.47 |
| 001-100-570 | LOCK WASHERS:#123 | 1978297023 | 05/23/2013 | | 3.62 |
| 001-100-570 | RAD FAN ASSY:#120 | 1978297053 | 05/23/2013 | | 199.02 |
| 001-201-639 | RATCHET TIE DOWN(2) | 1978297068 | 05/23/2013 | | 51.98 |
| 001-100-559 | COUPLER SET,AIR PLUG | 1978297125 | 05/24/2013 | | 4.88 |
| 001-100-570 | SPRAY PAINT:#123 | 1978297138 | 05/24/2013 | | 6.58 |
| 001-100-570 | HEADLAMP:#123 | 1978297616 | 05/28/2013 | | 70.00 |
| 001-100-570 | HEADLAMP:#123 | 1978297618 | 05/28/2013 | | 70.00 |
| 001-100-570 | BODY FASTENER(2):#123 | 1978297622 | 05/28/2013 | | 4.98 |
| 001-090-638 | 1QT MOTOR OIL,OIL FILTER | 1978297628 | 05/28/2013 | | 26.13 |
| 001-090-638 | DISC PAD SET | 1978297637 | 05/28/2013 | | 19.00 |
| 001-100-570 | ARMOR ALL,TIRE SHINE | 1978297638 | 05/28/2013 | | 14.98 |
| 001-100-570 | WIPER BLADE(2) | 1978297699 | 05/28/2013 | | 16.98 |

| Fund | Name of Claimant | Trans # | Release Date | Claim Date | Claim Number | Check Number | Claim Amount | Approved/Disapproved |
|---|---|---|---|---|---|---|---|---|
| 001 | G&K SERVICES INC | 131992 | 06/18/2013 | 06/05/2013 | | | 432.06 | |

| Account Number | Description | Invoice # | Date | P.O. | Amount |
|---|---|---|---|---|---|
| 001-201-535 | STREETS | 1033376235 | 05/01/2013 | | 24.34 |
| 001-205-535 | MAINTENANCE | 1033376235 | 05/01/2013 | | 44.30 |
| 001-201-535 | STREETS | 1033378362 | 05/08/2013 | | 24.34 |
| 001-205-535 | MAINTENANCE | 1033378362 | 05/08/2013 | | 44.30 |
| 001-201-535 | STREETS | 1033380455 | 05/15/2013 | | 24.34 |
| 001-205-535 | MAINTENANCE | 1033380455 | 05/15/2013 | | 44.30 |
| 001-201-535 | STREETS | 1033382586 | 05/22/2013 | | 24.34 |
| 001-205-535 | MAINTENANCE | 1033382586 | 05/22/2013 | | 44.30 |
| 001-201-535 | STREETS | 1033384688 | 05/29/2013 | | 24.34 |
| 001-205-535 | MAINTENANCE | 1033384688 | 05/29/2013 | | 44.30 |
| 001-170-698 | RECREATION | 1033376234 | 05/01/2013 | | 4.86 |
| 001-201-535 | STREETS | 1033376234 | 05/01/2013 | | 13.08 |
| 001-170-698 | RECREATION | 1033378361 | 05/08/2013 | | 4.86 |
| 001-201-535 | STREETS | 1033378361 | 05/08/2013 | | 13.08 |
| 001-170-698 | RECREATION | 1033380454 | 05/15/2013 | | 4.76 |
| 001-201-535 | STREETS | 1033380454 | 05/15/2013 | | 12.90 |
| 001-170-698 | RECREATION | 1033382585 | 05/22/2013 | | 4.76 |
| 001-201-535 | STREETS | 1033382585 | 05/22/2013 | | 12.90 |
| 001-170-698 | RECREATION | 1033384687 | 05/29/2013 | | 4.76 |
| 001-201-535 | STREETS | 1033384687 | 05/29/2013 | | 12.90 |

| Fund | Name of Claimant | Trans # | Release Date | Claim Date | Claim Number | Check Number | Claim Amount | Approved/Disapproved |
|---|---|---|---|---|---|---|---|---|
| 001 | INFORMATION TECHNOLOGY SERVICE | 131995 | 06/18/2013 | 06/05/2013 | | | 224.00 | |

| Account Number | Description | Invoice # | Date | P.O. | Amount |
|---|---|---|---|---|---|
| 001-100-640 | MAY 2013 | 5221959 | 05/20/2013 | | 224.00 |

| Fund | Name of Claimant | Trans # | Release Date | Claim Date | Claim Number | Check Number | Claim Amount | Approved/Disapproved |
|---|---|---|---|---|---|---|---|---|
| 001 | BELL AUTO PARTS, INC. | 131996 | 06/18/2013 | 06/06/2013 | | | 673.88 | |

| Account Number | Description | Invoice # | Date | P.O. | Amount |
|---|---|---|---|---|---|
| 001-170-639 | FILTER(6),BATT END(10),GREASE | D053613 | 05/07/2013 | | 94.02 |
| 001-100-570 | FRONT BRAKE PAD(3) | D053614 | 05/07/2013 | | 83.25 |

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| Fund | Name of Claimant | Trans # | Release Date | Claim Date | Claim Number | Check Number | Claim Amount | Approved/Disapproved |
|---|---|---|---|---|---|---|---|---|
| 001 | BELL AUTO PARTS, INC. | 131996 | 06/18/2013 | 06/06/2013 | | | 673.88 | (CONTINUED) |

| Account Number | Description | Invoice # | Date | P.O. | Amount |
|---|---|---|---|---|---|
| 001-100-570 | FRONT BRAKE PAD | D053615 | 05/07/2013 | | 27.75 |
| 001-170-639 | BEARING(6) | D053645 | 05/23/2013 | | 95.64 |
| 001-201-639 | BLADE(5) | 39745 | 05/16/2013 | | 94.75 |
| 001-201-639 | BLADE(5) | 39746 | 05/16/2013 | | 94.75 |
| 001-170-559 | SAFETY CAN(2) | 39761 | 05/22/2013 | | 84.72 |
| 001-170-639 | 5GAL TRACTOR HYD FLUID(2) | 39762 | 05/22/2013 | | 99.00 |

| Fund | Name of Claimant | Trans # | Release Date | Claim Date | Claim Number | Check Number | Claim Amount | Approved/Disapproved |
|---|---|---|---|---|---|---|---|---|
| 001 | LOWE'S HOME CENTER'S, INC. | 132004 | 06/18/2013 | 06/06/2013 | | | 478.26 | |

| Account Number | Description | Invoice # | Date | P.O. | Amount |
|---|---|---|---|---|---|
| 001-170-559 | SHOP VAC | 902563 | 04/25/2013 | | 17.66 |
| 001-170-635 | PAINT THINNER | 914753 | 04/29/2013 | | 8.53 |
| 001-170-635 | GUARD,SPRAYER TIP | 913443 | 04/30/2013 | | 42.69 |
| 001-170-635 | SPRAYER TIP,GUARD | 915863 | 05/01/2013 | | 42.69 |
| 001-170-635 | CREDIT RTN:GUARD,SPRAYER TIP | 918461 | 05/01/2013 | | -42.69 |
| 001-161-635 | FAUCET LINE,SPRAYER HEAD | 902823 | 05/02/2013 | | 16.85 |
| 001-092-559 | PODIUM REPAIR | 902798 | 05/02/2013 | | 9.45 |
| 001-092-559 | ANGLE BRACE(2) | 902559 | 05/07/2013 | | 4.53 |
| 001-170-634 | LANDSCAPE STAKE | 902755 | 05/08/2013 | | 10.42 |
| 001-161-559 | 8PK C BATTERY(3) | 913854 | 05/13/2013 | | 34.11 |
| 001-170-635 | CITY PARK:ELECTRICAL SUPPLIES | 902614 | 05/14/2013 | | 42.15 |
| 001-170-635 | PVC COVER,PROPANE CYLINDER | 902649 | 05/14/2013 | | 5.96 |
| 001-170-639 | SCISSORS(2),100CT TIES(2) | 902969 | 05/16/2013 | | 41.68 |
| 001-092-559 | WATER HOSE | 902938 | 05/16/2013 | | 16.13 |
| 001-092-559 | 32PK OF WATER(60) | 901118 | 05/22/2013 | | 223.80 |
| 001-092-635 | LIQUID NAIL(8) | 902295 | 05/23/2013 | | 19.12 |
| 001-201-559 | UTILITY GLOVE(2) | 902296 | 05/23/2013 | | 18.94 |
| 001-092-559 | DISCOUNT/ADJ | | 05/25/2013 | | -33.76 |

| Fund | Name of Claimant | Trans # | Release Date | Claim Date | Claim Number | Check Number | Claim Amount | Approved/Disapproved |
|---|---|---|---|---|---|---|---|---|
| 001 | STEINER SAW & MOWER | 132007 | 06/18/2013 | 06/07/2013 | | | 611.50 | |

| Account Number | Description | Invoice # | Date | P.O. | Amount |
|---|---|---|---|---|---|
| 001-170-639 | CARBURETOR | 927260 | 05/02/2013 | | 55.00 |
| 001-170-639 | SCAG BELT | 927262 | 05/03/2013 | | 69.00 |
| 001-170-639 | BOLT&SPACER,SPOOL,SWITCH,BULB | 927268 | 05/06/2013 | | 98.00 |
| 001-170-639 | CARB,LINER,FILTER,BULB,GROMMET | 927272 | 05/07/2013 | | 99.00 |
| 001-170-639 | FUEL TANK | 927286 | 05/10/2013 | | 92.00 |
| 001-170-639 | CARBURETOR | 270801 | 05/13/2013 | | 93.00 |
| 001-170-639 | GOVERNOR&IDLE SPRING,FILTER(5) | 927289 | 05/14/2013 | | 35.50 |
| 001-170-639 | WHEEL BRG BELT,BLADE BELT(3) | 270817 | 05/22/2013 | | 38.00 |
| 001-201-639 | 6PK CYCLE OIL,EDGER BLADES(12) | 270819 | 05/23/2013 | | 32.00 |

| Fund | Name of Claimant | Trans # | Release Date | Claim Date | Claim Number | Check Number | Claim Amount | Approved/Disapproved |
|---|---|---|---|---|---|---|---|---|
| 001 | AMERICAN LUBE FAST | 132008 | 06/18/2013 | 06/07/2013 | | | 5.00 | |

| Account Number | Description | Invoice # | Date | P.O. | Amount |
|---|---|---|---|---|---|
| 001-201-638 | INSPECT STICKER:#7 | 1420098206 | 05/20/2013 | | 5.00 |

| Fund | Name of Claimant | Trans # | Release Date | Claim Date | Claim Number | Check Number | Claim Amount | Approved/Disapproved |
|---|---|---|---|---|---|---|---|---|
| 001 | TEC | 132010 | 06/18/2013 | 06/10/2013 | | | 53.14 | |

| Account Number | Description | Invoice # | Date | P.O. | Amount |
|---|---|---|---|---|---|
| 001-092-605 | MONTHLY LONG DISTANCE | 732669 | 06/01/2013 | | 53.14 |

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| Fund | Name of Claimant | Trans # | Release Date | Claim Date | Claim Number | Check Number | Claim Amount | Approved/Disapproved |
|---|---|---|---|---|---|---|---|---|
| 001 | DELTA SANITATION OF MS, LLC | 132011 | 06/18/2013 | 06/10/2013 | | | 105.00 | |
| | Account Number | Description | | Invoice # | Date | P.O. | Amount | |
| | 001-170-698 | FRAZIER PORT O LET | | 0000268369 | 05/31/2013 | | 105.00 | |
| 001 | MALLETTE BROTHERS CONSTRUCTION, INC | 132012 | 06/18/2013 | 06/10/2013 | | | 4,221.68 | |
| | Account Number | Description | | Invoice # | Date | P.O. | Amount | |
| | 001-201-576 | 29.43 TN RAP FOB | | 1691 | 05/31/2013 | | 1,000.62 | |
| | 001-201-576 | 52.68 CY FILL SAND FOB | | 1691 | 05/31/2013 | | 632.16 | |
| | 001-201-576 | 6.65 TN LIMESTONE FOB | | 1691 | 05/31/2013 | | 199.50 | |
| | 001-201-576 | 17.21 TN RIP RAP FOB | | 1691 | 05/31/2013 | | 946.55 | |
| | 001-201-576 | 12.99 TN ASPHALT FOB | | 1691 | 05/31/2013 | | 974.25 | |
| | 001-201-576 | 7.97 TN CR.CONCRETE FOB | | 1691 | 05/31/2013 | | 239.10 | |
| | 001-295-566 | 3.06 TN ASPHALT (SITE 3) | | 1691 | 05/31/2013 | | 229.50 | |
| 001 | MTLC/NFL | 132013 | 06/18/2013 | 06/11/2013 | | | 130.39 | |
| | Account Number | Description | | Invoice # | Date | P.O. | Amount | |
| | 001-170-559 | SUPPLIES:COKE MACHINE | | 20080449 | 05/02/2013 | | 36.45 | |
| | 001-170-639 | GORILLA TAPE | | 20080462 | 05/10/2013 | | 5.99 | |
| | 001-170-639 | CABLE TIE(5) | | 20080477 | 05/16/2013 | | 76.95 | |
| | 001-170-639 | CABLE TIE(2) | | 20080479 | 05/16/2013 | | 12.00 | |
| 001 | JOE MARTIN, CIRCUIT CLERK | 132016 | 06/18/2013 | 06/11/2013 | | | 150.00 | |
| | Account Number | Description | | Invoice # | Date | P.O. | Amount | |
| | 001-030-699 | GENERAL ELECTION POLL BOOKS | | 06042013 | 06/03/2013 | | 150.00 | |
| 001 | DANNY GLASKOX | 132017 | 06/18/2013 | 06/11/2013 | | | 805.40 | |
| | Account Number | Description | | Invoice # | Date | P.O. | Amount | |
| | 001-030-699 | BUILD ELECTION-SEMS/GEMS | | 05152013 | 06/07/2013 | | 400.00 | |
| | 001-030-699 | TESTING,SET UP,SUPPORT | | 06042013 | 06/07/2013 | | 405.40 | |
| 001 | JOE BARLOW | 132018 | 06/18/2013 | 06/11/2013 | | | 406.12 | |
| | Account Number | Description | | Invoice # | Date | P.O. | Amount | |
| | 001-030-699 | TESTING,SET UP,SUPPORT | | 06042013 | 06/07/2013 | | 406.12 | |
| 001 | DEBRA HODGES | 132019 | 06/18/2013 | 06/11/2013 | | | 159.00 | |
| | Account Number | Description | | Invoice # | Date | P.O. | Amount | |
| | 001-030-699 | TESTING,SUPPORT | | 06042013 | 06/07/2013 | | 159.00 | |
| 001 | JERRY R SIMS | 132020 | 06/18/2013 | 06/11/2013 | | | 159.00 | |
| | Account Number | Description | | Invoice # | Date | P.O. | Amount | |
| | 001-030-699 | TESTING,SUPPORT | | 06042013 | 06/07/2013 | | 159.00 | |
| 001 | ROBERT E WILLIAMS | 132021 | 06/18/2013 | 06/11/2013 | | | 268.04 | |
| | Account Number | Description | | Invoice # | Date | P.O. | Amount | |
| | 001-030-699 | TESTING,SUPPORT | | 06042013 | 06/07/2013 | | 168.04 | |
| | 001-030-699 | PRIMARY: POLL MANAGER | | 05072013 | 06/04/2013 | | 100.00 | |

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| Fund | Name of Claimant | Trans # | Release Date | Claim Date | Claim Number | Check Number | Claim Amount | Approved/Disapproved |
|---|---|---|---|---|---|---|---|---|
| 001 | GLORIA LEWIS | 132022 | 06/18/2013 | 06/11/2013 | | | 66.00 | |
| | Account Number | Description | | Invoice # | Date | P.O. | Amount | |
| | 001-030-699 | POST VOTED HISTORY-PRIMARY | | 05072013 | 05/21/2013 | | 66.00 | |
| 001 | ADDIE L BANG | 132023 | 06/18/2013 | 06/11/2013 | | | 236.00 | |
| | Account Number | Description | | Invoice # | Date | P.O. | Amount | |
| | 001-030-699 | ELECTION TRAINING | | 04172013 | 06/04/2013 | | 36.00 | |
| | 001-030-699 | PRIMARY: POLL MANAGER | | 05072013 | 06/04/2013 | | 100.00 | |
| | 001-030-699 | GENERAL: POLL MANAGER | | 06042013 | 06/04/2013 | | 100.00 | |
| 001 | VIRGINIA BARTEE | 132024 | 06/18/2013 | 06/11/2013 | | | 100.00 | |
| | Account Number | Description | | Invoice # | Date | P.O. | Amount | |
| | 001-030-699 | PRIMARY: POLL MANAGER | | 05072013 | 06/04/2013 | | 100.00 | |
| 001 | BETTY C CASTIGLIOLA | 132025 | 06/18/2013 | 06/11/2013 | | | 200.00 | |
| | Account Number | Description | | Invoice # | Date | P.O. | Amount | |
| | 001-030-699 | PRIMARY: POLL MANAGER | | 05072013 | 06/04/2013 | | 100.00 | |
| | 001-030-699 | GENERAL: POLL MANAGER | | 06042013 | 06/04/2013 | | 100.00 | |
| 001 | JERI T DERSCHEID | 132026 | 06/18/2013 | 06/11/2013 | | | 200.00 | |
| | Account Number | Description | | Invoice # | Date | P.O. | Amount | |
| | 001-030-699 | PRIMARY: POLL MANAGER | | 05072013 | 06/04/2013 | | 100.00 | |
| | 001-030-699 | GENERAL: POLL MANAGER | | 06042013 | 06/04/2013 | | 100.00 | |
| 001 | LOUIS W DERSCHEID | 132027 | 06/18/2013 | 06/11/2013 | | | 100.00 | |
| | Account Number | Description | | Invoice # | Date | P.O. | Amount | |
| | 001-030-699 | PRIMARY: POLL MANAGER | | 05072013 | 06/04/2013 | | 100.00 | |
| 001 | MARY C DYLE | 132028 | 06/18/2013 | 06/11/2013 | | | 200.00 | |
| | Account Number | Description | | Invoice # | Date | P.O. | Amount | |
| | 001-030-699 | PRIMARY: POLL MANAGER | | 05072013 | 06/04/2013 | | 100.00 | |
| | 001-030-699 | GENERAL: POLL MANAGER | | 06042013 | 06/04/2013 | | 100.00 | |
| 001 | TOMMYE D FAVRE | 132029 | 06/18/2013 | 06/11/2013 | | | 100.00 | |
| | Account Number | Description | | Invoice # | Date | P.O. | Amount | |
| | 001-030-699 | GENERAL: POLL MANAGER | | 06042013 | 06/04/2013 | | 100.00 | |
| 001 | JOHN FRASER II | 132030 | 06/18/2013 | 06/11/2013 | | | 200.00 | |
| | Account Number | Description | | Invoice # | Date | P.O. | Amount | |
| | 001-030-699 | PRIMARY: POLL MANAGER | | 05072013 | 06/04/2013 | | 100.00 | |
| | 001-030-699 | GENERAL: POLL MANAGER | | 06042013 | 06/04/2013 | | 100.00 | |
| 001 | SUSAN KELLY GARRETT | 132031 | 06/18/2013 | 06/11/2013 | | | 100.00 | |
| | Account Number | Description | | Invoice # | Date | P.O. | Amount | |
| | 001-030-699 | PRIMARY: POLL MANAGER | | 05072013 | 06/04/2013 | | 100.00 | |
| 001 | CAROL A GATES | 132032 | 06/18/2013 | 06/11/2013 | | | 200.00 | |
| | Account Number | Description | | Invoice # | Date | P.O. | Amount | |
| | 001-030-699 | PRIMARY: POLL MANAGER | | 05072013 | 06/04/2013 | | 100.00 | |
| | 001-030-699 | GENERAL: POLL MANAGER | | 06042013 | 06/04/2013 | | 100.00 | |

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| Fund | Name of Claimant | Trans # | Release Date | Claim Date | Claim Number | Check Number | Claim Amount | Approved/Disapproved |
|---|---|---|---|---|---|---|---|---|
| 001 | YURICA HARTLEY | 132034 | 06/18/2013 | 06/11/2013 | | | 200.00 | |

| Account Number | Description | Invoice # | Date | P.O. | Amount |
|---|---|---|---|---|---|
| 001-030-699 | PRIMARY: POLL MANAGER | 05072013 | 06/04/2013 | | 100.00 |
| 001-030-699 | GENERAL: POLL MANAGER | 06042013 | 06/04/2013 | | 100.00 |

| Fund | Name of Claimant | Trans # | Release Date | Claim Date | Claim Number | Check Number | Claim Amount | Approved/Disapproved |
|---|---|---|---|---|---|---|---|---|
| 001 | TROY LYNN HARVEY | 132037 | 06/18/2013 | 06/11/2013 | | | 200.00 | |

| Account Number | Description | Invoice # | Date | P.O. | Amount |
|---|---|---|---|---|---|
| 001-030-699 | PRIMARY: POLL MANAGER | 05072013 | 06/04/2013 | | 100.00 |
| 001-030-699 | GENERAL: POLL MANAGER | 06042013 | 06/04/2013 | | 100.00 |

| Fund | Name of Claimant | Trans # | Release Date | Claim Date | Claim Number | Check Number | Claim Amount | Approved/Disapproved |
|---|---|---|---|---|---|---|---|---|
| 001 | PAULETTE JALANIVICH | 132038 | 06/18/2013 | 06/11/2013 | | | 100.00 | |

| Account Number | Description | Invoice # | Date | P.O. | Amount |
|---|---|---|---|---|---|
| 001-030-699 | PRIMARY: POLL MANAGER | 05072013 | 06/04/2013 | | 100.00 |

| Fund | Name of Claimant | Trans # | Release Date | Claim Date | Claim Number | Check Number | Claim Amount | Approved/Disapproved |
|---|---|---|---|---|---|---|---|---|
| 001 | D'ANNA LYNN JOHNSON | 132039 | 06/18/2013 | 06/11/2013 | | | 200.00 | |

| Account Number | Description | Invoice # | Date | P.O. | Amount |
|---|---|---|---|---|---|
| 001-030-699 | PRIMARY: POLL MANAGER | 05072013 | 06/04/2013 | | 100.00 |
| 001-030-699 | GENERAL: POLL MANAGER | 06042013 | 06/04/2013 | | 100.00 |

| Fund | Name of Claimant | Trans # | Release Date | Claim Date | Claim Number | Check Number | Claim Amount | Approved/Disapproved |
|---|---|---|---|---|---|---|---|---|
| 001 | JACQUELINE MCMILLIAN | 132040 | 06/18/2013 | 06/11/2013 | | | 100.00 | |

| Account Number | Description | Invoice # | Date | P.O. | Amount |
|---|---|---|---|---|---|
| 001-030-699 | PRIMARY: POLL MANAGER | 05072013 | 06/04/2013 | | 100.00 |

| Fund | Name of Claimant | Trans # | Release Date | Claim Date | Claim Number | Check Number | Claim Amount | Approved/Disapproved |
|---|---|---|---|---|---|---|---|---|
| 001 | JANICE MCQUILLEN | 132041 | 06/18/2013 | 06/11/2013 | | | 200.00 | |

| Account Number | Description | Invoice # | Date | P.O. | Amount |
|---|---|---|---|---|---|
| 001-030-699 | PRIMARY: POLL MANAGER | 05072013 | 06/04/2013 | | 100.00 |
| 001-030-699 | GENERAL: POLL MANAGER | 06042013 | 06/04/2013 | | 100.00 |

| Fund | Name of Claimant | Trans # | Release Date | Claim Date | Claim Number | Check Number | Claim Amount | Approved/Disapproved |
|---|---|---|---|---|---|---|---|---|
| 001 | AGATHA MATHEWS | 132042 | 06/18/2013 | 06/11/2013 | | | 100.00 | |

| Account Number | Description | Invoice # | Date | P.O. | Amount |
|---|---|---|---|---|---|
| 001-030-699 | PRIMARY: POLL MANAGER | 05072013 | 06/04/2013 | | 100.00 |

| Fund | Name of Claimant | Trans # | Release Date | Claim Date | Claim Number | Check Number | Claim Amount | Approved/Disapproved |
|---|---|---|---|---|---|---|---|---|
| 001 | ROBERT B MISKEL | 132043 | 06/18/2013 | 06/11/2013 | | | 200.00 | |

| Account Number | Description | Invoice # | Date | P.O. | Amount |
|---|---|---|---|---|---|
| 001-030-699 | PRIMARY: POLL MANAGER | 05072013 | 06/04/2013 | | 100.00 |
| 001-030-699 | GENERAL: POLL MANAGER | 06042013 | 06/04/2013 | | 100.00 |

| Fund | Name of Claimant | Trans # | Release Date | Claim Date | Claim Number | Check Number | Claim Amount | Approved/Disapproved |
|---|---|---|---|---|---|---|---|---|
| 001 | JANICE P NASH | 132044 | 06/18/2013 | 06/11/2013 | | | 200.00 | |

| Account Number | Description | Invoice # | Date | P.O. | Amount |
|---|---|---|---|---|---|
| 001-030-699 | PRIMARY: POLL MANAGER | 05072013 | 06/04/2013 | | 100.00 |
| 001-030-699 | GENERAL: POLL MANAGER | 06042013 | 06/04/2013 | | 100.00 |

| Fund | Name of Claimant | Trans # | Release Date | Claim Date | Claim Number | Check Number | Claim Amount | Approved/Disapproved |
|---|---|---|---|---|---|---|---|---|
| 001 | CLEO NELSON | 132045 | 06/18/2013 | 06/11/2013 | | | 200.00 | |

| Account Number | Description | Invoice # | Date | P.O. | Amount |
|---|---|---|---|---|---|
| 001-030-699 | PRIMARY: POLL MANAGER | 05072013 | 06/04/2013 | | 100.00 |
| 001-030-699 | GENERAL: POLL MANAGER | 06042013 | 06/04/2013 | | 100.00 |

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| Fund | Name of Claimant | Trans # | Release Date | Claim Date | Claim Number | Check Number | Claim Amount | Approved/Disapproved |
|---|---|---|---|---|---|---|---|---|
| 001 | AMANDA O'NEAL | 132046 | 06/18/2013 | 06/11/2013 | | | 100.00 | |
| | Account Number | Description | | Invoice # | Date | P.O. | Amount | |
| | 001-030-699 | GENERAL: POLL MANAGER | | 06042013 | 06/04/2013 | | 100.00 | |
| 001 | LEOQUEITA M REDDIX | 132047 | 06/18/2013 | 06/11/2013 | | | 100.00 | |
| | Account Number | Description | | Invoice # | Date | P.O. | Amount | |
| | 001-030-699 | GENERAL: POLL MANAGER | | 06042013 | 06/04/2013 | | 100.00 | |
| 001 | MILTON RICKS, JR | 132048 | 06/18/2013 | 06/11/2013 | | | 236.00 | |
| | Account Number | Description | | Invoice # | Date | P.O. | Amount | |
| | 001-030-699 | ELECTION TRAINING | | 04172013 | 06/04/2013 | | 36.00 | |
| | 001-030-699 | PRIMARY: POLL MANAGER | | 05072013 | 06/04/2013 | | 100.00 | |
| | 001-030-699 | GENERAL: POLL MANAGER | | 06042013 | 06/04/2013 | | 100.00 | |
| 001 | PERRY J RICKS | 132049 | 06/18/2013 | 06/11/2013 | | | 236.00 | |
| | Account Number | Description | | Invoice # | Date | P.O. | Amount | |
| | 001-030-699 | ELECTION TRAINING | | 04172013 | 06/04/2013 | | 36.00 | |
| | 001-030-699 | PRIMARY: POLL MANAGER | | 05072013 | 06/04/2013 | | 100.00 | |
| | 001-030-699 | GENERAL: POLL MANAGER | | 06042013 | 06/04/2013 | | 100.00 | |
| 001 | JESSICA L SLAY | 132050 | 06/18/2013 | 06/11/2013 | | | 100.00 | |
| | Account Number | Description | | Invoice # | Date | P.O. | Amount | |
| | 001-030-699 | PRIMARY: POLL MANAGER | | 05072013 | 06/04/2013 | | 100.00 | |
| 001 | CYNTHIA ANN STHEN | 132051 | 06/18/2013 | 06/11/2013 | | | 236.00 | |
| | Account Number | Description | | Invoice # | Date | P.O. | Amount | |
| | 001-030-699 | ELECTION TRAINING | | 04172013 | 06/04/2013 | | 36.00 | |
| | 001-030-699 | PRIMARY: POLL MANAGER | | 05072013 | 06/04/2013 | | 100.00 | |
| | 001-030-699 | GENERAL: POLL MANAGER | | 06042013 | 06/04/2013 | | 100.00 | |
| 001 | CORNELIA E WADDELL | 132052 | 06/18/2013 | 06/11/2013 | | | 100.00 | |
| | Account Number | Description | | Invoice # | Date | P.O. | Amount | |
| | 001-030-699 | GENERAL: POLL MANAGER | | 06042013 | 06/04/2013 | | 100.00 | |
| 001 | CHARLES RAY WRIGHT | 132053 | 06/18/2013 | 06/11/2013 | | | 236.00 | |
| | Account Number | Description | | Invoice # | Date | P.O. | Amount | |
| | 001-030-699 | ELECTION TRAINING | | 04172013 | 06/04/2013 | | 36.00 | |
| | 001-030-699 | PRIMARY: POLL MANAGER | | 05072013 | 06/04/2013 | | 100.00 | |
| | 001-030-699 | GENERAL: POLL MANAGER | | 06042013 | 06/04/2013 | | 100.00 | |
| 001 | ADVANCE AUTO PARTS | 132071 | 06/18/2013 | 06/11/2013 | | | 170.01 | |
| | Account Number | Description | | Invoice # | Date | P.O. | Amount | |
| | 001-100-570 | BATTERY | | 6340 | 05/01/2013 | | 20.29 | |
| | 001-100-570 | BATTERY(4):POLICE CARS | | 6410 | 05/03/2013 | | 121.74 | |
| | 001-100-570 | RTN CREDIT:BATTERY | | 6479 | 05/06/2013 | | -40.58 | |
| | 001-100-570 | BRAKE PAD:#110 | | 6524 | 05/06/2013 | | 27.98 | |
| | 001-100-570 | BATTERY | | 6480 | 05/06/2013 | | 40.58 | |

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| Fund | Name of Claimant | Trans # | Release Date | Claim Date | Claim Number | Check Number | Claim Amount | Approved/Disapproved |
|---|---|---|---|---|---|---|---|---|
| 001 | BOYS & GIRLS CLUBS OF JACKSON COUNTY,INC | 132077 | 06/18/2013 | 06/11/2013 | | | 833.33 | |
| | Account Number | Description | | Invoice # | Date | P.O. | Amount | |
| | 001-090-645 | MAY 2013 CLUB SUPPORT | | 05312013 | 06/05/2013 | | 833.33 | |
| 001 | CABLE ONE | 132078 | 06/18/2013 | 06/11/2013 | | | 99.95 | |
| | Account Number | Description | | Invoice # | Date | P.O. | Amount | |
| | 001-092-698 | JUN 2013: 23421-102609-01-6 | | 06052013 | 05/31/2013 | | 99.95 | |
| 001 | CABLE ONE | 132079 | 06/18/2013 | 06/11/2013 | | | 195.50 | |
| | Account Number | Description | | Invoice # | Date | P.O. | Amount | |
| | 001-100-699 | JUN 2013: 23421-102608-02-6 | | 06112013 | 06/07/2013 | | 195.50 | |
| 001 | C SPIRE WIRELESS | 132080 | 06/18/2013 | 06/11/2013 | | | 1,425.96 | |
| | Account Number | Description | | Invoice # | Date | P.O. | Amount | |
| | 001-021-605 | CITY MGR CELL PHONES | | 0030759348 | 05/31/2013 | | 123.86 | |
| | 001-022-605 | HR CELL PHONES | | 0030759348 | 05/31/2013 | | 123.86 | |
| | 001-040-605 | CITY CLERK CELL PHONES | | 0030759348 | 05/31/2013 | | 227.20 | |
| | 001-090-605 | ECON DEV CELL PHONES | | 0030759348 | 05/31/2013 | | 321.97 | |
| | 001-161-605 | FIRE DEPT CELL PHONES | | 0030759348 | 05/31/2013 | | 382.93 | |
| | 001-170-605 | RECREATION CELL PHONES | | 0030759348 | 05/31/2013 | | 88.77 | |
| | 001-205-605 | MAINT CELL PHONES | | 0030759348 | 05/31/2013 | | 46.56 | |
| | 001-100-605 | POLICE CELL PHONE | | 0030759348 | 05/31/2013 | | 79.50 | |
| | 001-021-559 | CHARGERS | | 0030759348 | 05/31/2013 | | 31.31 | |
| 001 | FUELMAN OF MS | 132085 | 06/18/2013 | 06/11/2013 | | | 3,602.34 | |
| | Account Number | Description | | Invoice # | Date | P.O. | Amount | |
| | 001-090-525 | UNL FUEL | | NF38198576 | 06/03/2013 | | 43.32 | |
| | 001-100-525 | UNL FUEL | | NF38198576 | 06/03/2013 | | 3,130.91 | |
| | 001-161-525 | UNL & DSL FUEL | | NF38198576 | 06/03/2013 | | 255.19 | |
| | 001-170-525 | UNL & DSL FUEL | | NF38198576 | 06/03/2013 | | 172.92 | |
| 001 | FUELMAN OF MS | 132088 | 06/18/2013 | 06/12/2013 | | | 5,299.26 | |
| | Account Number | Description | | Invoice # | Date | P.O. | Amount | |
| | 001-090-525 | UNL FUEL | | NF38262736 | 06/10/2013 | | 71.58 | |
| | 001-100-525 | UNL FUEL | | NF38262736 | 06/10/2013 | | 3,967.26 | |
| | 001-161-525 | UNL & DSL FUEL | | NF38262736 | 06/10/2013 | | 575.83 | |
| | 001-170-525 | UNL & DSL FUEL | | NF38262736 | 06/10/2013 | | 496.04 | |
| | 001-205-525 | UNL FUEL | | NF38262736 | 06/10/2013 | | 188.55 | |
| 001 | CARD SERVICES | 132091 | 06/18/2013 | 06/12/2013 | | | 413.80 | |
| | Account Number | Description | | Invoice # | Date | P.O. | Amount | |
| | 001-090-559 | NAVY XL POLO SHIRT | | QSB7KN | 05/04/2013 | | 29.02 | |
| | 001-022-615 | JOB POSTING:URBAN YOUTH | | G6GFOZ | 05/06/2013 | | 55.00 | |
| | 001-022-500 | TONER WASTE BOTTLE | | M6538Q | 05/21/2013 | | 17.16 | |
| | 001-022-615 | JOB POSTINGS:FIRE DEPT | | F5LHF0 | 05/22/2013 | | 80.00 | |
| | 001-021-559 | INTRO TO STATISTICS TEXT | | P644VF | 05/30/2013 | | 232.62 | |

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| Fund | Name of Claimant | Trans # | Release Date | Claim Date | Claim Number | Check Number | Claim Amount | Approved/Disapproved |
|---|---|---|---|---|---|---|---|---|
| 001 | CREDIT CARD CENTER | 132093 | 06/18/2013 | 06/12/2013 | | | 49.00 | |
| | Account Number | Description | | Invoice # | Date | P.O. | Amount | |
| | 001-021-559 | DETAIL VAN | | 858406 | 05/17/2013 | | 49.00 | |
| 001 | IBM CORPORATION | 132094 | 06/18/2013 | 06/12/2013 | | | 816.40 | |
| | Account Number | Description | | Invoice # | Date | P.O. | Amount | |
| | 001-040-730 | AS400 PMT JUL 2013 | | I4391F7 | 06/01/2013 | | 816.40 | |
| 001 | MISSISSIPPI PRESS REGISTER | 132097 | 06/18/2013 | 06/12/2013 | | | 920.70 | |
| | Account Number | Description | | Invoice # | Date | P.O. | Amount | |
| | 001-030-615 | BLOCK AD: 2% TAX LEVY | | 1941415 | 05/17/2013 | | 243.12 | |
| | 001-030-615 | BLOCK AD: 2% TAX LEVY | | 1941112 | 05/22/2013 | | 243.12 | |
| | 001-030-615 | BLOCK AD: ELECTION NOTICES | | 1942348 | 05/24/2013 | | 243.12 | |
| | 001-030-615 | BLOCK AD: 2% TAX LEVY | | 1941112 | 05/26/2013 | | 191.34 | |
| 001 | OLDE MILL IMPRESSIONS | 132098 | 06/18/2013 | 06/12/2013 | | | 30.41 | |
| | Account Number | Description | | Invoice # | Date | P.O. | Amount | |
| | 001-092-714 | 4X8 ENGRAVED PAVER (1) | | 4973 | 06/01/2013 | | 30.41 | |
| 001 | SBM REPORTING, LLC | 132099 | 06/18/2013 | 06/12/2013 | | | 175.00 | |
| | Account Number | Description | | Invoice # | Date | P.O. | Amount | |
| | 001-090-698 | 06/06/13 PLANNING MTG | | MK-125 | 06/10/2013 | | 175.00 | |
| 001 | SECURE NETWORKS LLC | 132100 | 06/18/2013 | 06/12/2013 | | | 2,280.00 | |
| | Account Number | Description | | Invoice # | Date | P.O. | Amount | |
| | 001-092-698 | JUL 2013 NETWORK SERVS | | 1764 | 05/14/2013 | | 2,280.00 | |
| 001 | SYSCON INC | 132101 | 06/18/2013 | 06/12/2013 | | | 1,475.00 | |
| | Account Number | Description | | Invoice # | Date | P.O. | Amount | |
| | 001-092-698 | JUN 2013 COURT SUPPORT | | 1-21784 | 06/03/2013 | | 1,475.00 | |
| 001 | DELTA SANITATION OF MS, LLC | 132103 | 06/18/2013 | 06/12/2013 | | | 300.00 | |
| | Account Number | Description | | Invoice # | Date | P.O. | Amount | |
| | 001-090-645 | SPECIAL EVENT:WALK A THON | | 275070 | 05/20/2013 | | 300.00 | |
| 001 | GALLS LLC | 132106 | 06/18/2013 | 06/13/2013 | | | 29.24 | |
| | Account Number | Description | | Invoice # | Date | P.O. | Amount | |
| | 001-100-689 | MARK IV MACE (CASE) | | BC0015625 | 05/21/2013 | 130782 | 21.25 | |
| | 001-100-689 | SHIPPING | | BC0015625 | 05/21/2013 | 130782 | 7.99 | |
| 001 | TEAM ONE COMMUNICATIONS, INC | 132107 | 06/18/2013 | 06/13/2013 | | | 866.00 | |
| | Account Number | Description | | Invoice # | Date | P.O. | Amount | |
| | 001-100-639 | FACTORY REPAIR:PORTABLE RADIO | | 9080042361 | 05/30/2013 | 130765 | 433.00 | |
| | 001-100-639 | FACTORY REPAIR:PORTABLE RADIO | | 9080042371 | 05/30/2013 | 130765 | 433.00 | |
| 001 | PASCAGOULA AUTO SALVAGE | 132108 | 06/18/2013 | 06/13/2013 | | | 125.00 | |
| | Account Number | Description | | Invoice # | Date | P.O. | Amount | |
| | 001-170-638 | WINDSHIELD: BLUE VAN | | 214649 | 05/29/2013 | 130826 | 125.00 | |

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| Fund | Name of Claimant | Trans # | Release Date | Claim Date | Claim Number | Check Number | Claim Amount | Approved/Disapproved |
|---|---|---|---|---|---|---|---|---|
| 001 | SHERWIN-WILLIAMS | 132110 | 06/18/2013 | 06/13/2013 | | | 145.00 | |
| | Account Number | Description | | Invoice # | Date | P.O. | Amount | |
| | 001-170-577 | 5 GAL LTX PAINT (BACOT) | | 9216-5 | 05/30/2013 | 130805 | | 145.00 |
| 001 | A-1 AUTO PARTS | 132111 | 06/18/2013 | 06/13/2013 | | | 318.85 | |
| | Account Number | Description | | Invoice # | Date | P.O. | Amount | |
| | 001-100-570 | R&R MODE DOOR ACTUATOR:WT JEEP | | 10030 | 06/03/2013 | 130834 | | 318.85 |
| 001 | HAYGOOD'S INDUSTRIAL ENGRAVERS, INC. | 132113 | 06/18/2013 | 06/13/2013 | | | 276.65 | |
| | Account Number | Description | | Invoice # | Date | P.O. | Amount | |
| | 001-090-645 | HISTORIC MARKER:GAUTIER BLDG | | 16530 | 05/30/2013 | 130674 | | 276.65 |
| 001 | LEE TRACTOR CO. OF MISSISSIPPI, INC. | 132115 | 06/18/2013 | 06/13/2013 | | | 89.35 | |
| | Account Number | Description | | Invoice # | Date | P.O. | Amount | |
| | 001-201-639 | CABLE | | PI64853 | 05/31/2013 | 130810 | | 89.35 |
| 001 | HILL MANUFACTURING CO., INC. | 132117 | 06/18/2013 | 06/13/2013 | | | 252.92 | |
| | Account Number | Description | | Invoice # | Date | P.O. | Amount | |
| | 001-170-577 | EVERCIDE ANT CONTROL 3827 | | 766830-788 | 05/31/2013 | 130815 | | 240.00 |
| | 001-170-577 | FREIGHT | | 766830-788 | 05/31/2013 | 130815 | | 12.92 |
| 001 | PASCAGOULA TIRE & SERVICE | 132120 | 06/18/2013 | 06/13/2013 | | | 525.62 | |
| | Account Number | Description | | Invoice # | Date | P.O. | Amount | |
| | 001-100-638 | REPAIR BAND SENSOR: #14398 | | 53714 | 05/21/2013 | 130788 | | 31.50 |
| | 001-100-638 | SET FS FIREHAWKS: UNIT# 120 | | 53919 | 06/04/2013 | 130868 | | 494.12 |
| 001 | THE SUN HERALD | 132121 | 06/18/2013 | 06/13/2013 | | | 518.04 | |
| | Account Number | Description | | Invoice # | Date | P.O. | Amount | |
| | 001-030-615 | NOTICE:ABSENTEE VOTING | | 44485371 | 06/02/2013 | 130791 | | 259.02 |
| | 001-030-615 | NOTICE:TEST VOTING MACHINES | | 44485371 | 06/02/2013 | 130791 | | 259.02 |
| 001 | SECURE NETWORKS LLC | 132122 | 06/18/2013 | 06/13/2013 | | | 1,203.00 | |
| | Account Number | Description | | Invoice # | Date | P.O. | Amount | |
| | 001-040-500 | OPTIPLEX 3010 DESKTOP (KIM S) | | 1785 | 05/31/2013 | 130829 | | 928.00 |
| | 001-040-500 | MS OFFICE HOME & BUSINESS | | 1785 | 05/31/2013 | 130829 | | 250.00 |
| | 001-040-500 | SHIPPING | | 1785 | 05/31/2013 | 130829 | | 25.00 |
| 001 | STAPLES BUSINESS ADVANTAGE DEPT ATL | 132123 | 06/18/2013 | 06/13/2013 | | | 673.54 | |
| | Account Number | Description | | Invoice # | Date | P.O. | Amount | |
| | 001-090-559 | HP INK CE410A | | 3200788085 | 05/29/2013 | 130806 | | 85.29 |
| | 001-090-559 | HP INK CE411A | | 3200788085 | 05/29/2013 | 130806 | | 119.99 |
| | 001-090-559 | HP INK YELLOW | | 3200788085 | 05/29/2013 | 130806 | | 119.99 |
| | 001-090-559 | HP INK MEGENTA | | 3200788085 | 05/29/2013 | 130806 | | 119.99 |
| | 001-090-559 | STAPLES INKJET CART | | 3200788085 | 05/29/2013 | 130806 | | 15.86 |
| | 001-090-559 | STAPLES TENT CARDS | | 3200788085 | 05/29/2013 | 130806 | | 11.90 |
| | 001-090-559 | ADAMS RECEIPT BOOK | | 3200788085 | 05/29/2013 | 130806 | | 15.22 |
| | 001-040-500 | CANARY PAPER | | 3201592436 | 06/01/2013 | 130840 | | 118.08 |
| | 001-040-500 | PINK HIGHLIGHTERS | | 3201592436 | 06/01/2013 | 130840 | | 12.19 |
| | 001-040-500 | PURPLE HIGHLIGHTERS | | 3201592436 | 06/01/2013 | 130840 | | 10.49 |
| | 001-040-500 | GREEN HIGHLIGHTERS | | 3201592436 | 06/01/2013 | 130840 | | 6.53 |

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| Fund | Name of Claimant | Trans # | Release Date | Claim Date | Claim Number | Check Number | Claim Amount | Approved/Disapproved |
|---|---|---|---|---|---|---|---|---|
| 001 | STAPLES BUSINESS ADVANTAGE DEPT ATL | 132123 | 06/18/2013 | 06/13/2013 | | | 673.54 | (CONTINUED) |

| Account Number | Description | Invoice # | Date | P.O. | Amount |
|---|---|---|---|---|---|
| 001-040-500 | ORANGE HIGHLIGHTERS | 3201592436 | 06/01/2013 | 130840 | 6.53 |
| 001-040-500 | BLUE HIGHLIGHTERS | 3201592436 | 06/01/2013 | 130840 | 6.53 |
| 001-040-500 | YELLOW HIGHLIGHTERS | 3201592436 | 06/01/2013 | 130840 | 6.53 |
| 001-040-500 | CORDLESS MOUSE | 3201592437 | 06/01/2013 | 130840 | 18.42 |

| Fund | Name of Claimant | Trans # | Release Date | Claim Date | Claim Number | Check Number | Claim Amount | Approved/Disapproved |
|---|---|---|---|---|---|---|---|---|
| 001 | ROCIC TRAINING | 132124 | 06/18/2013 | 06/13/2013 | | | 300.00 | |

| Account Number | Description | Invoice # | Date | P.O. | Amount |
|---|---|---|---|---|---|
| 001-100-682 | ROCIC ANNUAL SERVICE FEE | 0028496-IN | 06/01/2013 | 130845 | 300.00 |

| Fund | Name of Claimant | Trans # | Release Date | Claim Date | Claim Number | Check Number | Claim Amount | Approved/Disapproved |
|---|---|---|---|---|---|---|---|---|
| 001 | COAST CLOTHING COMPANY | 132125 | 06/18/2013 | 06/13/2013 | | | 539.12 | |

| Account Number | Description | Invoice # | Date | P.O. | Amount |
|---|---|---|---|---|---|
| 001-100-535 | POLO SHIRT (16) | 1368 | 06/05/2013 | 130747 | 175.68 |
| 001-100-559 | LADIES KHAKI CARGO PANT (12) | 1368 | 06/05/2013 | 130747 | 275.52 |
| 001-100-559 | MENS KHAKI CARGO PANT (4) | 1368 | 06/05/2013 | 130747 | 87.92 |

| Fund | Name of Claimant | Trans # | Release Date | Claim Date | Claim Number | Check Number | Claim Amount | Approved/Disapproved |
|---|---|---|---|---|---|---|---|---|
| 001 | VELLANO BROS., INC | 132126 | 06/18/2013 | 06/13/2013 | | | 1,077.60 | |

| Account Number | Description | Invoice # | Date | P.O. | Amount |
|---|---|---|---|---|---|
| 001-201-576 | 24" SEC HDPE PIPE | S1944032 | 05/24/2013 | 130766 | 1,077.60 |

| Fund | Name of Claimant | Trans # | Release Date | Claim Date | Claim Number | Check Number | Claim Amount | Approved/Disapproved |
|---|---|---|---|---|---|---|---|---|
| 001 | MEDWORKS OCCUPATIONAL CLINIC | 132128 | 06/18/2013 | 06/13/2013 | | | 75.00 | |

| Account Number | Description | Invoice # | Date | P.O. | Amount |
|---|---|---|---|---|---|
| 001-100-604 | PRE-EMP PHYSICAS:MALIS,A | 5712 | 06/05/2013 | 130706 | 50.00 |
| 001-100-604 | DRUG SCREEN:MALIS,A | 5712 | 06/05/2013 | 130706 | 25.00 |

| Fund | Name of Claimant | Trans # | Release Date | Claim Date | Claim Number | Check Number | Claim Amount | Approved/Disapproved |
|---|---|---|---|---|---|---|---|---|
| 001 | ACE HARDWARE OF OCEAN SPRINGS | 132130 | 06/18/2013 | 06/13/2013 | | | 539.99 | |

| Account Number | Description | Invoice # | Date | P.O. | Amount |
|---|---|---|---|---|---|
| 001-201-576 | PRUNER HT-101 | 018133/1 | 05/30/2013 | 130825 | 539.99 |

| Fund | Name of Claimant | Trans # | Release Date | Claim Date | Claim Number | Check Number | Claim Amount | Approved/Disapproved |
|---|---|---|---|---|---|---|---|---|
| 001 | ECONOMY BOOTS SALES & SERVICE | 132133 | 06/18/2013 | 06/13/2013 | | | 200.00 | |

| Account Number | Description | Invoice # | Date | P.O. | Amount |
|---|---|---|---|---|---|
| 001-100-559 | DUTY BOOTS:COOKSEY,MONTGOMERY | 488324 | 05/21/2013 | 130789 | 200.00 |

FUND TOTAL 1 Claims to Checks 82 Total 42,668.87 Manual Held Total 42,668.87

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| Fund | Name of Claimant | Trans # | Release Date | Claim Date | Claim Number | Check Number | Claim Amount | Approved/Disapproved |
|---|---|---|---|---|---|---|---|---|
| 006 | UNITED STATES TREASURY | 132095 | 06/18/2013 | 06/12/2013 | | | 3,994.99 | _____ |

| Account Number | Description | Invoice # | Date | P.O. | Amount |
|---|---|---|---|---|---|
| 006-000-544 | EIN: 640732369 MAR 31 2013 | CP161 | 06/10/2013 | | 3,994.99 |

FUND TOTAL 6 Claims to Checks 1 Total 3,994.99 Manual Held Total 3,994.99

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Release date from 06/18/2013 thru 06/18/2013

| Fund | Name of Claimant | Trans # | Release Date | Claim Date | Claim Number | Check Number | Claim Amount | Approved/Disapproved |
|---|---|---|---|---|---|---|---|---|
| 006 | UNITED STATES TREASURY | 132095 | 06/18/2013 | 06/12/2013 | | | 3,994.99 | _____ |

| Account Number | Description | Invoice # | Date | P.O. | Amount |
|---|---|---|---|---|---|
| 006-000-544 | EIN: 640732369 MAR 31 2013 | CP161 | 06/10/2013 | | 3,994.99 |

FUND TOTAL 6 Claims to Checks 1 Total 3,994.99 Manual Held Total 3,994.99

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Release date from 06/18/2013 thru 06/18/2013

| Fund | Name of Claimant | Trans # | Release Date | Claim Date | Claim Number | Check Number | Claim Amount | Approved/Disapproved |
|---|---|---|---|---|---|---|---|---|
| 130 | LOWE'S HOME CENTER'S, INC. | 132006 | 06/18/2013 | 06/06/2013 | | | 9.72 | _____ |
| | Account Number | Description | | Invoice # | Date | P.O. | Amount | |
| | 130-130-755 | CAM LOCK(2) | | 902882 | 05/21/2013 | | 9.72 | |
| 130 | DAN HENSARLING, INC | 132074 | 06/18/2013 | 06/11/2013 | | | 49,689.75 | _____ |
| | Account Number | Description | | Invoice # | Date | P.O. | Amount | |
| | 130-130-756 | CONSTRUCTION-NEW FIRE STN | | 5 | 05/30/2013 | | 49,689.75 | |
| 130 | THE LPA GROUP INCORPORATED | 132075 | 06/18/2013 | 06/11/2013 | | | 636.23 | _____ |
| | Account Number | Description | | Invoice # | Date | P.O. | Amount | |
| | 130-130-770 | ENGINEERING-MDOT | | 20 | 05/28/2013 | | 636.23 | |
| 130 | CARD SERVICES | 132092 | 06/18/2013 | 06/12/2013 | | | 3,189.88 | _____ |
| | Account Number | Description | | Invoice # | Date | P.O. | Amount | |
| | 130-130-755 | AV SETUP: 60" LED TV (3) | | AATNVM | 05/15/2013 | | 2,994.00 | |
| | 130-130-755 | AV SETUP: BLU RAY | | A9DWT7 | 05/16/2013 | | 195.88 | |
| 130 | H & R CABINETS & MILLWORK | 132127 | 06/18/2013 | 06/13/2013 | | | 585.46 | _____ |
| | Account Number | Description | | Invoice # | Date | P.O. | Amount | |
| | 130-130-755 | 1/4 OAK PLYWOOD (DISPLAY) | | 111426 | 05/29/2013 | 130458 | 232.56 | |
| | 130-130-755 | 24' OAK CROWN | | 111426 | 05/29/2013 | 130458 | 35.52 | |
| | 130-130-755 | 110 BD FT 6" OAK | | 111426 | 05/29/2013 | 130458 | 284.90 | |
| | 130-130-755 | 24' OAK BASE CAP | | 111426 | 05/29/2013 | 130458 | 12.48 | |
| | 130-130-755 | DELIVERY CHARGE | | 111426 | 05/29/2013 | 130458 | 20.00 | |

FUND TOTAL 130 Claims to Checks 5 Total 54,111.04 Manual Held Total 54,111.04

Docket of Claims
Release date from 06/18/2013 thru 06/18/2013

| Fund | Name of Claimant | Trans # | Release Date | Claim Date | Claim Number | Check Number | Claim Amount | Approved/Disapproved |
|---|---|---|---|---|---|---|---|---|
| 160 | NEW ENGLAND PROMOTIONAL MARKETING | 132116 | 06/18/2013 | 06/13/2013 | | | 247.50 | _____ |

| Account Number | Description | Invoice # | Date | P.O. | Amount |
|---|---|---|---|---|---|
| 160-161-799 | #404-500 JR FIRE HELMETS | 186454 | 05/28/2013 | 130797 | 247.50 |

FUND TOTAL 160 Claims to Checks 1 Total 247.50 Manual Held Total 247.50

Docket of Claims
Release date from 06/18/2013 thru 06/18/2013

| Fund | Name of Claimant | Trans # | Release Date | Claim Date | Claim Number | Check Number | Claim Amount | Approved/Disapproved |
|---|---|---|---|---|---|---|---|---|
| 166 | GULF SALES AND SUPPLY, INC. | 132109 | 06/18/2013 | 06/13/2013 | | | 193.13 | |

| Account Number | Description | Invoice # | Date | P.O. | Amount |
|---|---|---|---|---|---|
| 166-201-559 | GRAB-IT TOOL (9) | 412176 | 05/31/2013 | 130841 | 127.53 |
| 166-201-559 | TRASH BAGS:500 BOX | 412176 | 05/31/2013 | 130841 | 65.60 |

| Fund | Name of Claimant | Trans # | Release Date | Claim Date | Claim Number | Check Number | Claim Amount | Approved/Disapproved |
|---|---|---|---|---|---|---|---|---|
| 166 | MEDWORKS OCCUPATIONAL CLINIC | 132129 | 06/18/2013 | 06/13/2013 | | | 600.00 | |

| Account Number | Description | Invoice # | Date | P.O. | Amount |
|---|---|---|---|---|---|
| 166-201-604 | DRUG SCREEN:COLEMAN,J | 5712 | 06/05/2013 | 130833 | 25.00 |
| 166-201-604 | DRUG SCREEN:CRAGER,C | 5712 | 06/05/2013 | 130833 | 25.00 |
| 166-201-604 | DRUG SCREEN:HACKETT,C | 5712 | 06/05/2013 | 130833 | 25.00 |
| 166-201-604 | DRUG SCREEN:HINSON,H | 5712 | 06/05/2013 | 130833 | 25.00 |
| 166-201-604 | DRUG SCREEN:MAYE,E | 5712 | 06/05/2013 | 130833 | 25.00 |
| 166-201-604 | DRUG SCREEN:RUSSELL,W | 5712 | 06/05/2013 | 130833 | 25.00 |
| 166-201-604 | DRUG SCREEN:SLAY,M | 5712 | 06/05/2013 | 130833 | 25.00 |
| 166-201-604 | DRUG SCREEN:STOKLEY,J | 5712 | 06/05/2013 | 130833 | 25.00 |
| 166-201-604 | PRE EMP PHYSICAL:COLEMAN,J | 5712 | 06/05/2013 | 130833 | 50.00 |
| 166-201-604 | PRE EMP PHYSICAL:CRAGER,C | 5712 | 06/05/2013 | 130833 | 50.00 |
| 166-201-604 | PRE EMP PHYSICAL:HACKETT,C | 5712 | 06/05/2013 | 130833 | 50.00 |
| 166-201-604 | PRE EMP PHYSICAL:HINSON,H | 5712 | 06/05/2013 | 130833 | 50.00 |
| 166-201-604 | PRE EMP PHYSICAL:MAYE,E | 5712 | 06/05/2013 | 130833 | 50.00 |
| 166-201-604 | PRE EMP PHYSICAL:RUSSELL,W | 5712 | 06/05/2013 | 130833 | 50.00 |
| 166-201-604 | PRE EMP PHYSICAL:SLAY,M | 5712 | 06/05/2013 | 130833 | 50.00 |
| 166-201-604 | PRE EMP PHYSICAL:STOKLEY,J | 5712 | 06/05/2013 | 130833 | 50.00 |

| Fund | Name of Claimant | Trans # | Release Date | Claim Date | Claim Number | Check Number | Claim Amount | Approved/Disapproved |
|---|---|---|---|---|---|---|---|---|
| 166 | CORAL | 132131 | 06/18/2013 | 06/13/2013 | | | 480.00 | |

| Account Number | Description | Invoice # | Date | P.O. | Amount |
|---|---|---|---|---|---|
| 166-201-559 | 15 MED SHIRT MDOT YOUTH CORP | COG5312013 | 05/31/2013 | 130866 | 120.00 |
| 166-201-559 | 10 LG SHIRT MDOT YOUTH CORP | COG5312013 | 05/31/2013 | 130866 | 80.00 |
| 166-201-559 | 10 XL SHIRT MDOT YOUTH CORP | COG5312013 | 05/31/2013 | 130866 | 80.00 |
| 166-201-559 | 5 XXL SHIRT MDOT YOUTH CORP | COG5312013 | 05/31/2013 | 130866 | 40.00 |
| 166-201-559 | SCREEN FEES 8 TOTAL | COG5312013 | 05/31/2013 | 130866 | 160.00 |

FUND TOTAL 166 Claims to Checks 3 Total 1,273.13 Manual Held Total 1,273.13

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Release date from 06/18/2013 thru 06/18/2013

| Fund | Name of Claimant | Trans # | Release Date | Claim Date | Claim Number | Check Number | Claim Amount | Approved/Disapproved |
|---|---|---|---|---|---|---|---|---|
| 176 | BELL AUTO PARTS, INC. | 131997 | 06/18/2013 | 06/06/2013 | | | 188.08 | |

| Account Number | Description | Invoice # | Date | P.O. | Amount |
|---|---|---|---|---|---|
| 176-170-639 | HOUSING OVERRIDE | 39739 | 05/16/2013 | | 88.17 |
| 176-170-639 | SPACER(2),ROD(2),PIN(4),PULLEY | 39744 | 05/16/2013 | | 99.91 |

| Fund | Name of Claimant | Trans # | Release Date | Claim Date | Claim Number | Check Number | Claim Amount | Approved/Disapproved |
|---|---|---|---|---|---|---|---|---|
| 176 | LOWE'S HOME CENTER'S, INC. | 132003 | 06/18/2013 | 06/06/2013 | | | 362.43 | |

| Account Number | Description | Invoice # | Date | P.O. | Amount |
|---|---|---|---|---|---|
| 176-170-635 | DECK SCREW(2),SHEATHING(11) | 903237 | 04/25/2013 | | 170.26 |
| 176-170-635 | 50CT SCREWS,CEILING LIGHTS | 901688 | 04/25/2013 | | 57.53 |
| 176-170-635 | REPAIR DOOR SILL | 902250 | 04/29/2013 | | 32.81 |
| 176-170-635 | SMOKE DETECTOR | 901921 | 04/30/2013 | | 18.97 |
| 176-170-559 | SHOP LIGHT(2) | 902738 | 05/02/2013 | | 22.76 |
| 176-170-635 | SHEPARD HOUSE PUMP:SUPPLIES | 913774 | 05/10/2013 | | 23.41 |
| 176-170-635 | SHEPARD HOUSE PUMP:SUPPLIES | 913776 | 05/10/2013 | | 8.64 |
| 176-170-635 | BOX COVER(2),OUTLET(3) | 902641 | 05/20/2013 | | 26.05 |

| Fund | Name of Claimant | Trans # | Release Date | Claim Date | Claim Number | Check Number | Claim Amount | Approved/Disapproved |
|---|---|---|---|---|---|---|---|---|
| 176 | MTLC/NFL | 132014 | 06/18/2013 | 06/11/2013 | | | 32.34 | |

| Account Number | Description | Invoice # | Date | P.O. | Amount |
|---|---|---|---|---|---|
| 176-170-635 | DUPLEX RECEPTACLE | 20080467 | 05/14/2013 | | 2.59 |
| 176-170-635 | PIPE,BUSHING(2),UNION NUT | 20080469 | 05/15/2013 | | 29.75 |

| Fund | Name of Claimant | Trans # | Release Date | Claim Date | Claim Number | Check Number | Claim Amount | Approved/Disapproved |
|---|---|---|---|---|---|---|---|---|
| 176 | C SPIRE WIRELESS | 132081 | 06/18/2013 | 06/11/2013 | | | 227.19 | |

| Account Number | Description | Invoice # | Date | P.O. | Amount |
|---|---|---|---|---|---|
| 176-170-605 | CELL PHONES | 0030759348 | 05/31/2013 | | 227.19 |

| Fund | Name of Claimant | Trans # | Release Date | Claim Date | Claim Number | Check Number | Claim Amount | Approved/Disapproved |
|---|---|---|---|---|---|---|---|---|
| 176 | FUELMAN OF MS | 132086 | 06/18/2013 | 06/11/2013 | | | 74.40 | |

| Account Number | Description | Invoice # | Date | P.O. | Amount |
|---|---|---|---|---|---|
| 176-170-525 | UNL FUEL | NP38198576 | 06/03/2013 | | 74.40 |

| Fund | Name of Claimant | Trans # | Release Date | Claim Date | Claim Number | Check Number | Claim Amount | Approved/Disapproved |
|---|---|---|---|---|---|---|---|---|
| 176 | FUELMAN OF MS | 132089 | 06/18/2013 | 06/12/2013 | | | 68.27 | |

| Account Number | Description | Invoice # | Date | P.O. | Amount |
|---|---|---|---|---|---|
| 176-170-525 | UNL FUEL | NP38262736 | 06/10/2013 | | 68.27 |

| Fund | Name of Claimant | Trans # | Release Date | Claim Date | Claim Number | Check Number | Claim Amount | Approved/Disapproved |
|---|---|---|---|---|---|---|---|---|
| 176 | AD2 INC | 132135 | 06/18/2013 | 06/12/2013 | | | 140.00 | |

| Account Number | Description | Invoice # | Date | P.O. | Amount |
|---|---|---|---|---|---|
| 176-170-699 | SSP SHOPPING CART MAY 2013 | 2204 | 05/21/2013 | | 115.00 |
| 176-170-699 | HOST FEE MAY 2013 | 2194 | 05/15/2013 | | 25.00 |

FUND TOTAL 176 Claims to Checks 7 Total 1,092.71 Manual Held Total 1,092.71

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| Fund | Name of Claimant | Trans # | Release Date | Claim Date | Claim Number | Check Number | Claim Amount | Approved/Disapproved |
|---|---|---|---|---|---|---|---|---|
| 400 | DPC ENTERPRISES, L.P. | 131984 | 06/18/2013 | 06/03/2013 | | | 596.37 | |

| Account Number | Description | Invoice # | Date | P.O. | Amount |
|---|---|---|---|---|---|
| 400-651-560 | CHLORINE 150# CYL | 2120010043 | 05/20/2013 | | 596.37 |

| 400 | AUTO TRUCK AND TRAILER PARTS INC | 131985 | 06/18/2013 | 06/05/2013 | | | 183.89 | |
|---|---|---|---|---|---|---|---|---|

| Account Number | Description | Invoice # | Date | P.O. | Amount |
|---|---|---|---|---|---|
| 400-651-639 | VALVE ASSY(2),AIR FILTER(2) | 233981 | 05/06/2013 | | 85.42 |
| 400-651-639 | AIR FILTER | 233982 | 05/06/2013 | | 25.00 |
| 400-651-638 | BELT | 234483 | 05/28/2013 | | 12.52 |
| 400-651-639 | HYD FIT(4),OIL DRY,5GAL OIL | 234504 | 05/28/2013 | | 60.95 |

| 400 | O'REILLY AUTO PARTS | 131988 | 06/18/2013 | 06/05/2013 | | | 219.14 | |
|---|---|---|---|---|---|---|---|---|

| Account Number | Description | Invoice # | Date | P.O. | Amount |
|---|---|---|---|---|---|
| 400-651-638 | WIPER BLADE(2) | 1978294453 | 04/30/2013 | | 16.98 |
| 400-651-638 | FILTER(2),REPAIR BOOK,CLEANER | 1978295313 | 05/08/2013 | | 48.36 |
| 400-651-638 | IGN SWITCH | 1978295859 | 05/13/2013 | | 10.49 |
| 400-651-638 | CASE FUSE(5) | 1978296128 | 05/15/2013 | | 19.95 |
| 400-651-559 | FAN,STOP LEAK,CAR RAMP | 1978296927 | 05/22/2013 | | 79.67 |
| 400-651-639 | STARTER FLD(2),CARB CLNR(2) | 1978296973 | 05/22/2013 | | 16.76 |
| 400-651-639 | FUEL FILTER,1QT OIL(6) | 1978297025 | 05/23/2013 | | 26.93 |

| 400 | G&K SERVICES INC | 131993 | 06/18/2013 | 06/05/2013 | | | 748.78 | |
|---|---|---|---|---|---|---|---|---|

| Account Number | Description | Invoice # | Date | P.O. | Amount |
|---|---|---|---|---|---|
| 400-651-535 | UNIFORMS | 1033376234 | 05/01/2013 | | 94.49 |
| 400-651-535 | UNIFORMS | 1033378361 | 05/08/2013 | | 400.07 |
| 400-651-535 | UNIFORMS | 1033380454 | 05/15/2013 | | 84.74 |
| 400-651-535 | UNIFORMS | 1033382585 | 05/22/2013 | | 84.74 |
| 400-651-535 | UNIFORMS | 1033384687 | 05/29/2013 | | 84.74 |

| 400 | LOWE'S HOME CENTER'S, INC. | 132005 | 06/18/2013 | 06/06/2013 | | | 507.46 | |
|---|---|---|---|---|---|---|---|---|

| Account Number | Description | Invoice # | Date | P.O. | Amount |
|---|---|---|---|---|---|
| 400-651-559 | SHOVEL | 915642 | 04/25/2013 | | 14.23 |
| 400-651-559 | PVC COUPLING(2) | 914797 | 04/30/2013 | | 13.84 |
| 400-651-559 | CONCRETE MIX | 903303 | 04/30/2013 | | 3.46 |
| 400-651-559 | AIR FILTER(2) | 915871 | 05/01/2013 | | 14.47 |
| 400-651-559 | LIME(2),BATTERY,WOOD STAKE | 913987 | 05/02/2013 | | 24.60 |
| 400-651-585 | PERMANENT ASPHALT(10) | 902326 | 05/06/2013 | | 132.80 |
| 400-651-585 | CONCRETE MIX(4) | 902348 | 05/06/2013 | | 80.24 |
| 400-651-559 | TRIM BOARD(3),WOOD STAKE,WIRE | 902426 | 05/06/2013 | | 41.92 |
| 400-651-559 | WHITEWOOD LUMBER | 902365 | 05/06/2013 | | 5.27 |
| 400-651-559 | 50LB QUIKRETE(6) | 903547 | 05/15/2013 | | 26.70 |
| 400-651-585 | PERMANENT ASPHALT(3) | 901874 | 05/16/2013 | | 39.84 |
| 400-651-585 | PERMANENT ASPHALT(4) | 902928 | 05/21/2013 | | 53.12 |
| 400-651-559 | MAILBOX:3701 JOE BETH | 902398 | 05/24/2013 | | 56.97 |

| 400 | MTLC/MFL | 132015 | 06/18/2013 | 06/11/2013 | | | 80.29 | |
|---|---|---|---|---|---|---|---|---|

| Account Number | Description | Invoice # | Date | P.O. | Amount |
|---|---|---|---|---|---|
| 400-651-559 | WHEEL FOR BARREL | 20080483 | 05/16/2013 | | 53.99 |
| 400-651-584 | BULB(8),COUPLING(2) | 20080490 | 05/23/2013 | | 26.30 |

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| Fund | Name of Claimant | Trans # | Release Date | Claim Date | Claim Number | Check Number | Claim Amount | Approved/Disapproved |
|---|---|---|---|---|---|---|---|---|
| 400 | DPC ENTERPRISES, L.P. | 132072 | 06/18/2013 | 06/11/2013 | | | 596.37 | |
| | Account Number | Description | | Invoice # | Date | P.O. | Amount | |
| | 400-651-580 | CHLORINE 150# CYL | | 2120011043 | 06/03/2013 | | 596.37 | |
| 400 | C SPIRE WIRELESS | 132082 | 06/18/2013 | 06/11/2013 | | | 12.00 | |
| | Account Number | Description | | Invoice # | Date | P.O. | Amount | |
| | 400-650-605 | CELL PHONES | | 0030759348 | 05/31/2013 | | 12.00 | |
| 400 | CLEARWATER SOLUTIONS LLC | 132083 | 06/18/2013 | 06/11/2013 | | | 145,083.00 | |
| | Account Number | Description | | Invoice # | Date | P.O. | Amount | |
| | 400-651-698 | MAY 2013 OPERATION FEES | | GAUTIER006 | 06/01/2013 | | 145,083.00 | |
| 400 | COMPANION PROPERTY & CASUALTY GROUP | 132084 | 06/18/2013 | 06/11/2013 | | | 6,709.54 | |
| | Account Number | Description | | Invoice # | Date | P.O. | Amount | |
| | 400-651-625 | COMMERCIAL PROPERTY | | 3631775 | 06/04/2013 | | 6,709.54 | |
| 400 | FUELMAN OF MS | 132087 | 06/18/2013 | 06/11/2013 | | | 203.09 | |
| | Account Number | Description | | Invoice # | Date | P.O. | Amount | |
| | 400-651-525 | UNL FUEL | | NP38198576 | 06/03/2013 | | 203.09 | |
| 400 | FUELMAN OF MS | 132090 | 06/18/2013 | 06/12/2013 | | | 73.96 | |
| | Account Number | Description | | Invoice # | Date | P.O. | Amount | |
| | 400-651-525 | UNL FUEL | | NP38262736 | 06/10/2013 | | 73.96 | |
| 400 | JACKSON COUNTY UTILITY AUTHORITY | 132096 | 06/18/2013 | 06/12/2013 | | | 102,978.00 | |
| | Account Number | Description | | Invoice # | Date | P.O. | Amount | |
| | 400-651-568 | JUN 2013 TREATMENT CHARGES | | 28892 | 06/03/2013 | | 102,978.00 | |
| 400 | UTILITY SERVICES CO., INC. | 132102 | 06/18/2013 | 06/12/2013 | | | 14,580.50 | |
| | Account Number | Description | | Invoice # | Date | P.O. | Amount | |
| | 400-651-698 | SR MALL TANK | | 317240 | 06/01/2013 | | 2,451.52 | |
| | 400-651-698 | LARK ST TANK | | 317241 | 06/01/2013 | | 2,395.67 | |
| | 400-651-698 | CENTRAL FD TANK | | 317242 | 06/01/2013 | | 6,533.45 | |
| | 400-651-698 | MARTIN BLUFF TANK | | 317243 | 06/01/2013 | | 3,199.86 | |
| 400 | CITY OF GAUTIER | 132105 | 06/18/2013 | 06/12/2013 | | | 13,806.39 | |
| | Account Number | Description | | Invoice # | Date | P.O. | Amount | |
| | 400-000-104 | BAL MAY 2013 GARBAGE PMTS | | 05312013 | 05/31/2013 | | 13,806.39 | |
| 400 | MICRO METHODS, INC. | 132112 | 06/18/2013 | 06/13/2013 | | | 100.00 | |
| | Account Number | Description | | Invoice # | Date | P.O. | Amount | |
| | 400-651-667 | 2 WATER SAMPLES/IOWANA | | 1305449186 | 05/29/2013 | 130824 | 50.00 | |
| | 400-651-667 | WATER SAMPLES ST. ANN/SUSAN | | 1306155186 | 06/11/2013 | 130886 | 50.00 | |
| 400 | DOLPHIN SAFETY SUPPLY | 132114 | 06/18/2013 | 06/13/2013 | | | 38.10 | |
| | Account Number | Description | | Invoice # | Date | P.O. | Amount | |
| | 400-651-559 | SAFETY VEST | | 73872 | 05/30/2013 | 130835 | 10.20 | |
| | 400-651-559 | RAINSUIT | | 73872 | 05/30/2013 | 130835 | 27.90 | |

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| Fund | Name of Claimant | Trans # | Release Date | Claim Date | Claim Number | Check Number | Claim Amount | Approved/Disapproved |
|---|---|---|---|---|---|---|---|---|
| 400 | HANSON PIPE & PRODUCTS, INC. | 132118 | 06/18/2013 | 06/13/2013 | | | 336.00 | |

| Account Number | Description | Invoice # | Date | P.O. | Amount |
|---|---|---|---|---|---|
| 400-651-583 | 1.5" RAMNECK | 10942144 | 05/31/2013 | 130752 | 336.00 |

| Fund | Name of Claimant | Trans # | Release Date | Claim Date | Claim Number | Check Number | Claim Amount | Approved/Disapproved |
|---|---|---|---|---|---|---|---|---|
| 400 | CONSOLIDATED PIPE & SUPPLY | 132119 | 06/18/2013 | 06/13/2013 | | | 4,630.00 | |

| Account Number | Description | Invoice # | Date | P.O. | Amount |
|---|---|---|---|---|---|
| 400-651-581 | NEPTUNE COMPOUND METER | 3033599 | 05/29/2013 | 130819 | 3,890.00 |
| 400-651-581 | 6 PLATE STRAINER | 3033599 | 05/29/2013 | 130819 | 740.00 |

| Fund | Name of Claimant | Trans # | Release Date | Claim Date | Claim Number | Check Number | Claim Amount | Approved/Disapproved |
|---|---|---|---|---|---|---|---|---|
| 400 | SHEPPARD ELECTRIC MOTOR SERVICE LLC | 132132 | 06/18/2013 | 06/13/2013 | | | 2,095.50 | |

| Account Number | Description | Invoice # | Date | P.O. | Amount |
|---|---|---|---|---|---|
| 400-651-581 | REPAIR PARTS RELIANCE PUMP | 18699 | 06/04/2013 | 130832 | 795.50 |
| 400-651-581 | LABOR | 18699 | 06/04/2013 | 130832 | 1,300.00 |

| Fund | Name of Claimant | Trans # | Release Date | Claim Date | Claim Number | Check Number | Claim Amount | Approved/Disapproved |
|---|---|---|---|---|---|---|---|---|
| 400 | J H WRIGHT & ASSOCIATES, INC. | 132134 | 06/18/2013 | 06/13/2013 | | | 1,245.00 | |

| Account Number | Description | Invoice # | Date | P.O. | Amount |
|---|---|---|---|---|---|
| 400-651-584 | DRUCK TRANSDUCER-FARRAGUT LS | 368252 | 05/28/2013 | 130682 | 1,245.00 |

FUND TOTAL 400 Claims to Checks 21 Total 294,823.38 Manual Held Total 294,823.38

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| Fund | Name of Claimant | Trans # | Release Date | Claim Date | Claim Number | Check Number | Claim Amount | Approved/Disapproved |
|---|---|---|---|---|---|---|---|---|
| 404 | DELTA SANITATION OF MS, LLC | 131994 | 06/18/2013 | 06/05/2013 | | | 80,481.27 | |

| Account Number | Description | Invoice # | Date | P.O. | Amount |
|---|---|---|---|---|---|
| 404-677-693 | MAY 2013 RES GARBAGE SERV | 7401 | 05/31/2013 | | 77,450.00 |
| 404-677-693 | MAY 2013 RES CART RENTAL | 7401 | 05/31/2013 | | 2,840.00 |
| 404-677-693 | MAY 2013 COM CART RENTAL | 7401 | 05/31/2013 | | 191.27 |

| Fund | Name of Claimant | Trans # | Release Date | Claim Date | Claim Number | Check Number | Claim Amount | Approved/Disapproved |
|---|---|---|---|---|---|---|---|---|
| 404 | APPLEWHITE IND | 132009 | 06/18/2013 | 06/07/2013 | | | 36.00 | |

| Account Number | Description | Invoice # | Date | P.O. | Amount |
|---|---|---|---|---|---|
| 404-677-695 | MAY 2013 18.00 @ 2.00 | 1558 | 05/31/2013 | | 36.00 |

FUND TOTAL 404 Claims to Checks 2 Total 80,517.27 Manual Held Total 80,517.27

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| Fund | Name of Claimant | Trans # | Release Date | Claim Date | Claim Number | Check Number | Claim Amount | Approved/Disapproved |
|---|---|---|---|---|---|---|---|---|
| 414 | SEYMOUR ENGINEERING, PLLC | 132076 | 06/18/2013 | 06/11/2013 | | | 3,000.00 | _____ |

| Account Number | Description | Invoice # | Date | P.O. | Amount |
|---|---|---|---|---|---|
| 414-651-702 | DESIGN ENGINEERING 100% | 4467 | 06/05/2013 | | 3,000.00 |

FUND TOTAL 414 Claims to Checks 1 Total 3,000.00 Manual Held Total 3,000.00

Docket of Claims
Release date from 06/18/2013 thru 06/18/2013

| Fund | Name of Claimant | Trans # | Release Date | Claim Date | Claim Number | Check Number | Claim Amount | Approved/Disapproved |
|---|---|---|---|---|---|---|---|---|
| 421 | GOODWYN, MILLS & CAWOOD INC | 132104 | 06/18/2013 | 06/12/2013 | | | 33,000.00 | |

| Account Number | Description | Invoice # | Date | P.O. | Amount |
|---|---|---|---|---|---|
| 421-652-601 | DESIGN PHASE | C MOB1200417 | 05/29/2013 | | 33,000.00 |

FUND TOTAL 421 Claims to Checks 1 Total 33,000.00 Manual Held Total 33,000.00

Docket of Claims
Release date from 06/18/2013 thru 06/18/2013

SUMMARY OF ALL FUNDS

| | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| FUND 1 Claims | to | Checks | 82 Total | 42,668.87 | Manual | Held | Total | 42,668.87 |
| FUND 6 Claims | to | Checks | 1 Total | 3,994.99 | Manual | Held | Total | 3,994.99 |
| FUND 14 Claims | to | Checks | 1 Total | 8,627.00 | Manual | Held | Total | 8,627.00 |
| FUND 130 Claims | to | Checks | 5 Total | 54,111.04 | Manual | Held | Total | 54,111.04 |
| FUND 160 Claims | to | Checks | 1 Total | 247.50 | Manual | Held | Total | 247.50 |
| FUND 166 Claims | to | Checks | 3 Total | 1,273.13 | Manual | Held | Total | 1,273.13 |
| FUND 176 Claims | to | Checks | 7 Total | 1,092.71 | Manual | Held | Total | 1,092.71 |
| FUND 400 Claims | to | Checks | 21 Total | 294,823.38 | Manual | Held | Total | 294,823.38 |
| FUND 404 Claims | to | Checks | 2 Total | 80,517.27 | Manual | Held | Total | 80,517.27 |
| FUND 414 Claims | to | Checks | 1 Total | 3,000.00 | Manual | Held | Total | 3,000.00 |
| FUND 421 Claims | to | Checks | 1 Total | 33,000.00 | Manual | Held | Total | 33,000.00 |
| Total for all Funds | | Checks | 125 Total | 523,355.89 | Manual | Held | Total | 523,355.89 |

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

RESOLUTION NUMBER 019-2013

**RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF GAUTIER, MISSISSIPPI (THE "CITY") APPROVING THE FORM OF AND THE EXECUTION OF A BOND PURCHASE AGREEMENT IN CONNECTION WITH THE SALE BY THE MISSISSIPPI DEVELOPMENT BANK (THE "BANK") OF ITS SPECIAL OBLIGATION BONDS, SERIES 2013 (GAUTIER, MISSISSIPPI COMBINED UTILITY SYSTEM REVENUE PROJECT), IN THE PRINCIPAL AMOUNT OF NOT TO EXCEED THREE MILLION FIVE HUNDRED THOUSAND DOLLARS ($3,500,000) TO PROVIDE FUNDS FOR A LOAN BETWEEN THE CITY AND THE BANK PURSUANT TO THE LOAN AGREEMENT SECURED BY A PROMISSORY NOTE (GAUTIER, MISSISSIPPI COMBINED UTILITY SYSTEM REVENUE PROJECT) IN THE PRINCIPAL AMOUNT OF NOT TO EXCEED THREE MILLION FIVE HUNDRED THOUSAND DOLLARS ($3,500,000) (THE "NOTE"); APPROVING THE FORM OF AND EXECUTION OF, AS APPLICABLE, THE LOAN AGREEMENT, THE NOTE, THE INDENTURE OF TRUST, THE PRELIMINARY OFFICIAL STATEMENT, THE BOND PURCHASE AGREEMENT, AND THE TAX INTERCEPT AGREEMENT (ALL AS HEREIN DEFINED); AND APPROVING RELATED MATTERS.**

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

1. The City is authorized under the provisions of Sections 21-27-23 and 21-27-41 through 21-27-69, Mississippi Code of 1972, as amended from time to time (the “Bond Act”) and Sections 31-25-1 et seq., Mississippi Code of 1972, as amended from time to time (the "Bank Act" and together with the Bond Act, the "Act"), to borrow in such amounts from the Mississippi Development Bank (the "Bank") as it may find necessary and proper in order to provide funds for the improvement, repair and extension of the combined utility system (the "System") of the City of Gautier, Mississippi and for other authorized purposes under the Act including funding a debt service reserve fund, and paying the cost of such borrowing.

2. On April 16, 2013, the Governing Body of the City adopted a resolution (the "Intent Resolution") entitled "**A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF GAUTIER, MISSISSIPPI (THE "CITY"), DECLARING THE INTENTION OF THE CITY TO ENTER INTO A LOAN (THE "LOAN") WITH THE MISSISSIPPI DEVELOPMENT BANK (THE "BANK") SECURED BY A PROMISSORY NOTE (THE "NOTE") PURSUANT TO MISSISSIPPI CODE 1972 ANNOTATED, SECTIONS 21-27-23 AND 21-27-41 THROUGH 21-27-69, AS AMENDED**

**FROM TIME TO TIME (THE "BOND ACT") AND SECTIONS 31-25-1 ET SEQ., MISSISSIPPI CODE OF 1972, AS AMENDED FROM TIME TO TIME (THE "BANK ACT" AND TOGETHER WITH THE BOND ACT, THE "ACT") FOR THE PURPOSES OF PROVIDING FUNDS FOR IMPROVING, REPAIRING, AND EXTENDING THE COMBINED UTILITY SYSTEM OF THE CITY AND OTHER AUTHORIZED PURPOSES UNDER THE ACT, SAID LOAN AND NOTE BEING FUNDED BY THE BANK FROM THE ISSUANCE OF ITS NOT TO EXCEED $3,500,000 SPECIAL OBLIGATION BONDS, SERIES 2013 (GAUTIER, MISSISSIPPI COMBINED UTILITY SYSTEM REVENUE PROJECT); AND DIRECTING PUBLICATION OF NOTICE OF SUCH INTENTION."**

3. As required by law and as directed by the aforesaid Intent Resolution the said Intent Resolution was (i) published once a week for at least three (3) consecutive weeks in *The Mississippi Press*, a newspaper published in the City of Pascagoula, Mississippi, and of general circulation in the City and qualified under the provisions of Section 13-3-31, Mississippi Code of 1972, as amended, and the last publication of the Intent Resolution being not more than ten (10) days prior to May 17, 2013, the date set forth as the deadline for the filing of objection or protest, and being more than ten (10) days prior to May 21, 2013, the date set forth for the meeting of the Mayor and City Council to authorize entering into a loan with the Mississippi Development Bank secured by a promissory note, said notice being published in said newspaper on April 26, May 3 and May 10, 2013, as evidenced by the publisher's affidavit heretofore presented and on file with the City Clerk, and (ii) posted for at least twenty-one (21) days next preceding May 17, 2013 at three (3) public places in the City.

4. On May 21, 2013, the Governing Body adopted a resolution (the "No Protest Resolution") stating that no petition signed by twenty percent (20%) of the qualified electors of said City objecting to and protesting such loan secured by the promissory note nor any other objection of any kind or character against entering into the loan secured by the promissory note described in the aforesaid Intent Resolution had been filed or presented by the qualified electors of said City.

5. The Intent Resolution and the No Protest Resolution of the Governing Body, as described above, and this resolution meet the requirements of the Act and are acceptable with respect to the issuance of the Note (as defined herein).

6. The City is now authorized and empowered by the provisions of the Act, to borrow funds by entering into the hereinafter described Loan.

7. It is necessary, proper and economically feasible that the City borrow money by entering into the Loan, as hereinafter defined, with the Bank secured by the Note pursuant to the Act for the purposes herein stated and under the procedures hereinafter set forth and as provided by law to provide funds for the Project, as hereinafter defined.

8. After careful study and investigation by the City, it appears to be in the best interest of the City, and in furtherance of the Act to authorize the issuance of the not to exceed $3,500,000 Mississippi Development Bank Special Obligation Bonds, Series 2013 (Gautier, Mississippi Combined Utility System Revenue Project), to be dated the date of delivery thereof

(the "Series 2013 Bonds"), for the purpose of making a loan (the Loan") to the City under the terms and provisions of a Loan Agreement, as hereinafter defined, secured by the Note for the purpose of providing funds for (i) the improvement, repair and extension of the combined utility system of the City (the "Construction Project"), (ii) funding a debt service reserve fund for the Series 2013 Bonds, and (iii) paying for the costs of issuance of the Series 2013 Bonds and the not to exceed $3,500,000 Promissory Note (Gautier, Mississippi Combined Utility System Revenue Project) (the "Note") (collectively, the "Project").

9. The Governing Body desires (i) to authorize the sale of the sale of the Series 2013 Bonds to Raymond James & Associates, Inc., Memphis, Tennessee, as Underwriter (the "Underwriter"); (ii) to approve the form of and distribution of the preliminary official statement (the "Preliminary Official Statement") in connection with the sale of the Series 2013 Bonds; (iii) to approve the form of and authorize the execution of the Bond Purchase Agreement (the "Bond Purchase Agreement"), by the Mayor and City Clerk, acting for and on behalf of the Governing Body of the City, for the sale of the Series 2013 Bonds to the Underwriter, subject to approval by the Bank and certain other conditions as hereinafter set forth; (iv) to approve the payment of costs of issuance expenses for the Series 2013 Bonds and the Note; and (v) to approve other related matters.

10. If in the opinion of the Bank, Butler, Snow, O'Mara, Stevens & Cannada, PLLC, Ridgeland, Mississippi, as Bond Counsel (the "Bond Counsel"), the Underwriter, and Government Consultants, Inc., Jackson, Mississippi, as financial advisor to the Bank (the "Financial Advisor"), a supplement or amendment to the Preliminary Official Statement and/or Official Statement (the "Official Statement") is necessary to provide proper disclosure for the Series 2013 Bonds, the Governing Body of the City desires to authorize (a) the Bond Counsel acting as disclosure counsel to prepare such supplement or amendment to the Preliminary Official Statement and/or the Official Statement in a form and in a manner approved by the Underwriter and (b) the Underwriter to provide distribution of such supplement or amendment to the Preliminary Official Statement and/or Official Statement, as the case may be, in connection with the sale of the Series 2013 Bonds.

11. The Governing Body finds it necessary to approve the form of and execution of, as applicable, the Loan Agreement, to be dated the date of delivery thereof, between the Bank and the City (the "Loan Agreement"), the Note, the Indenture of Trust, to be dated the date of delivery of the Series 2013 Bonds, between the Bank and Regions Bank, Jackson, Mississippi (the "Trustee") (the "Indenture"), and the Tax Intercept Agreement, to be dated the date of delivery of the Series 2013 Bonds, between the City and the Bank, and acknowledged by the Trustee (the "Tax Intercept Agreement").

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

**SECTION 1.** The Governing Body of the City does hereby approve the sale of the Series 2013 Bonds to the Underwriter. Based on the recommendation of Demery F. Grubbs, as Financial Advisor, Lucian L. Bourgeois, Esquire, as Bond Counsel and Robert G. Ramsay, Esquire, Pascagoula, Mississippi, as Counsel to the City (the "City Counsel"), the Mayor is hereby authorized to execute the Bond Purchase Agreement for the sale by the Bank of the Series

2013 Bonds to the Underwriter with such changes, insertions and omissions as may be approved by such officer, said execution being evidence of such approval provided that the parameters in the following sentence are met. The Governing Body hereby agrees to approve the sale of the Series 2013 Bonds by the Bank pursuant to the terms and conditions of the Bond Purchase Agreement subject to the approval of the Mayor of the following: (1) a net interest cost of not more than 5.00% for the Series 2013 Bonds; (2) approval by the Bank of the Bond Purchase Agreement for the sale of the Series 2013 Bonds evidenced by the execution of the Bond Purchase Agreement by the Executive Director of the Bank; (3) term of the Series 2013 Bonds of not to exceed 20 years; (4) bond size for the Series 2013 Bonds of not to exceed $3,500,000; (5) the City is in compliance with its continuing disclosure filings for all previous debt issued by the City subject to Securities and Exchange Commission Rule 15c2-12(b)(5); and (6) terms and provisions of the Series 2013 Bonds in compliance with the Act and this resolution.

**SECTION 2.** The Loan Agreement, including the form of the Note, is hereby approved, and the Mayor and City Clerk are hereby authorized and directed to execute said Loan Agreement and Note on behalf of the City. All provisions of the Loan Agreement, including the Note, when executed as authorized herein, shall be incorporated herein, and shall be deemed to be a part of this resolution fully and to the same extent as if separately set out verbatim herein, which said Loan Agreement and Note shall be in substantially the form attached hereto as **EXHIBIT A**, with such completions, changes, insertions and modifications as shall be approved by the officers executing and delivering the same.

**SECTION 3.** The form of the Indenture as submitted to this meeting and made a part of this resolution as though set forth in full herein shall be, and the same hereby is, approved in substantially the form as attached hereto as **EXHIBIT B** with such completions, changes, insertions and modifications as shall be approved by the Mayor and City Clerk prior to execution and delivery by the Mississippi Development Bank and the Trustee in connection with the Loan to the City of the proceeds of the Series 2013 Bonds.

**SECTION 1.** The Preliminary Official Statement and the Bond Purchase Agreement for utilization in the sale of the Series 2013 Bonds are hereby approved and ratified in substantially the form attached hereto as **EXHIBIT C** and **EXHIBIT D**, respectively. The City hereby deems the Preliminary Official Statement to be "final" as described in Rule 15c2-12(b)(1) of the Securities and Exchange Commission. The Mayor is hereby authorized and directed to approve the final Official Statement (the "Official Statement") on behalf of the Governing Body with such changes from the Preliminary Official Statement as he may approve, and, the Governing Body hereby authorizes and ratifies, the distribution of said Preliminary Official Statement, the Bond Purchase Agreement and said final Official Statement and the use thereof by the Underwriter, the Financial Advisor, the Bond Counsel and the City Counsel in connection with the sale of the Series 2013 Bonds.

**SECTION 4.** If in the opinion of the Bond Counsel, the Underwriter and the Financial Advisor, a supplement or amendment to the Preliminary Official Statement and/or Official Statement is necessary to provide proper disclosure for the Series 2013 Bonds, the Governing Body of the City hereby authorizes (a) the Bond Counsel acting as disclosure counsel to prepare and distribute such supplement or amendment to the Preliminary Official Statement and/or the Official Statement in a form and in a manner approved by the Underwriter, and (b) the

Underwriter to provide distribution of such supplement or amendment to the Preliminary Official Statement and/or Official Statement, as the case may be, in connection with the sale of the Series 2013 Bonds, with the distribution of such supplement or amendment being conclusive evidence of the approval of the Governing Body of the City.

**SECTION 5.** The Tax Intercept Agreement, between the City and the Bank, and acknowledged by the Trustee, is hereby approved, and the Mayor and City Clerk are hereby authorized and directed to execute said Tax Intercept Agreement on behalf of the City. All provisions of the Tax Intercept Agreement, when executed as authorized herein, shall be incorporated herein, and shall be deemed to be a part of this resolution fully and to the same extent as if separately set out verbatim herein, which said Tax Intercept Agreement shall be in substantially the form attached hereto as **EXHIBIT E**, with such completions, changes, insertions and modifications as shall be approved by the officers executing and delivering the same.

**SECTION 6.** The Governing Body hereby authorizes the Financial Advisor, Bond Counsel, the City Counsel and/or officers of the City to prepare and/or execute all documents necessary to provide for the securities to be purchased with the proceeds of the Loan.

**SECTION 7.** Regions Bank, Jackson, Mississippi, is hereby approved by the City to serve as trustee under the Indenture (the "Trustee").

**SECTION 8.** Upon receiving the recommendation of the Financial Advisor to the Bank, Bond Counsel and the City Counsel, the Mayor is hereby authorized and directed to make all final determinations necessary to prepare the Preliminary Official Statement, the Bond Purchase Agreement, the Indenture of Trust, the Loan Agreement, the Note, and the Tax Intercept Agreement, for the sale of the Series 2013 Bonds, including the date of sale, the dated date of the Series 2013 Bonds, the final principal amount of the Series 2013 Bonds, the maturity schedule relating to the Series 2013 Bonds, the redemption terms of the Series 2013 Bonds and any other terms thereof; provided, however, that all such determinations shall be made subject to approval by the Executive Director of the Bank, to be evidenced by the execution of the Bond Purchase Agreement for the sale of the Series 2013 Bonds, by the Mayor, acting for and on behalf of the City, pursuant to this resolution and the Executive Director of the Bank, acting for and on behalf of the Bank, pursuant to a resolution adopted by the Bank on June 12, 2013.

**SECTION 9.** If the Bank executes a commitment for the provision of municipal bond insurance and/or a debt service reserve surety bond for the Series 2013 Bonds and any additional documents and certificates which are required by any provider of such municipal bond insurance and/or debt service reserve surety bond selected to provide credit enhancement in connection with the issuance of the Series 2013 Bonds, the Mayor is hereby authorized to approve any changes, insertions and omissions as may be required by the provider of the municipal bond insurance and/or debt service reserve surety bond to the Indenture, the Loan Agreement, the Note, the Tax Intercept Agreement, or the Preliminary Official Statement as are approved by the Executive Director of the Bank evidenced by his execution of the commitment for said municipal bond insurance and/or debt service reserve surety bond and other additional documents and certificates for each of the Series 2013 Bonds. The Executive Director of the Bank is hereby

authorized to execute a commitment for the provision of municipal bond insurance and/or a debt service reserve surety bond, for and on behalf of the City.

**SECTION 10.** The Mayor and City Clerk are hereby authorized and directed to sign requisitions and perform such other acts as may be necessary to authorize the Trustee to pay on the Closing Date of the Series 2013 Bonds the costs of issuance of said Series 2013 Bonds and the Note; provided, however, total costs of issuance for said Series 2013 Bonds and the Note (excluding the Underwriter's discount and excluding the premiums for municipal bond insurance and the debt service reserve surety bond and the original issue discount) shall not exceed 3.0% of the par amount of the Series 2013 Bonds.

**SECTION 11.** The Mayor and the City Clerk are hereby authorized and directed for and on behalf of the Governing Body, to take any and all such action as may be required by the City to carry out and to give effect to the aforesaid documents authorized pursuant to this resolution and to execute all papers, documents, certificates and other instruments that may be required for the carrying out of the authority conferred by this resolution in order to evidence said authority, including the approval of the final Official Statement in connection with the Series 2013 Bonds.

**SECTION 12.** For cause, this resolution shall be in full force and effect from the date hereof.

[remainder of page left blank intentionally]

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

| | |
|---|---|
| Mayor Tommy Fortenberry | Voted: Absent |
| Council Member Johnny Jones | Voted: Yes |
| Council Member Hurley Ray Guillotte | Voted: Yes |
| Council Member Gordon T. Gollott | Voted: Yes |
| Council Member Scott D. Macfarland | Voted: Yes |
| Council Member Adam D. Colledge | Voted: Yes |
| Council Member Mary F. Martin | Voted: Yes |

The motion having received the affirmative vote of a majority of all of the members of the Governing Body present, the Mayor declared the motion carried and the resolution adopted on this the 18th day of June, 2013.

**MAYOR PRO TEM**

**ATTEST:**

**CITY CLERK**

**(SEAL)**

**EXHIBIT A**

**FORM OF LOAN AGREEMENT AND NOTE**

**EXHIBIT B**

**FORM OF INDENTURE OF TRUST**

**INDENTURE OF TRUST**

**BETWEEN**

**MISSISSIPPI DEVELOPMENT BANK**

**AND**

**REGIONS BANK**
**JACKSON, MISSISSIPPI**
**AS TRUSTEE**

**DATED AS OF _____, 2013**

**RE:**

**$3,500,000**
**MISSISSIPPI DEVELOPMENT BANK**
**SPECIAL OBLIGATION BONDS, SERIES 2013**
**(GAUTIER, MISSISSIPPI COMBINED**
**UTILITY SYSTEM REVENUE PROJECT)**

**This instrument was drafted by:**
**BUTLER, SNOW, O'MARA, STEVENS & CANNADA, PLLC**
**Attorneys At Law**
**1020 Highland Colony Parkway, Suite 1400 (39157)**
**Post Office Box 6010**
**Ridgeland, MS 39158-6010**

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## INDENTURE OF TRUST

This **INDENTURE OF TRUST** dated as of _____, 2013, is 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" or the "Issuer"), organized under the provisions of Mississippi Code of 1972, Sections 31-25-1 et seq. (as from time to time amended (the "Bank Act"), and **REGIONS BANK**, an Alabama banking institution duly organized, existing and authorized under the laws of the State of Alabama to accept and execute trusts of the character herein with its principal corporate trust office in Jackson, Mississippi, as Trustee (the "Trustee").

### WITNESSETH

**WHEREAS**, the Bank is authorized and empowered by the provisions of the Act to issue Bonds for the purpose of entering into loan agreements with Local Governmental Units (all as defined herein and in the Bank Act); and

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

**NOW, THEREFORE, THIS INDENTURE OF TRUST WITNESSETH:**

### GRANTING CLAUSES

The Bank, in consideration of the premises and the acceptance by the 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 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, monies and other assets described in the following Granting Clauses to the Trustee and its successors in trust and assigns forever, for the securing of the performance of the obligations of the Bank hereinafter set forth, such grant, transfer, bargaining, sale, conveyance, mortgage, assignment, pledge and security interest, as described in the following Granting Clauses.

### GRANTING CLAUSE FIRST

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

**GRANTING CLAUSE SECOND**

The Loan Agreement and the Note acquired and held by the Trustee pursuant to this Indenture and the earnings thereon and all proceeds thereof.

**GRANTING CLAUSE THIRD**

All funds, accounts and moneys hereinafter pledged to the Trustee as security by the Bank to the extent of that pledge, including any Tax Monies received by the Trustee under Section 5.11 hereof.

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

**IN TRUST NEVERTHELESS**, upon the terms and trust 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 and interest on the Bonds due or to become due thereon, at the times and in the manner mentioned in the Bonds, and shall pay or cause to be paid 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 and shall otherwise comply with Article IX hereof, then this Indenture and the rights hereby granted shall cease, determine and be void; otherwise this Indenture to be and remain in full force and effect.

**THIS INDENTURE OF TRUST FURTHER WITNESSETH**, and it is expressly declared, that all 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"** means the accounts created pursuant to Article VI hereof.

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

**"Authorized Investments"** shall mean any and all securities, instruments and the like in which the Bank is authorized from time to time to invest its funds under State law, including but not limited to Governmental Obligations.

**"Authorized Officer"** means the President, Vice President, or Executive Director or 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"** means the Mississippi Development Bank, a body corporate and politic exercising essential public functions, or any successor to its functions organized under the Bank Act.

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

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

**"Bond Act"** means Sections 21-27-23 and 21-27-41 through 21-27-69, Mississippi Code of 1972, as amended form time to time.

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

**"Bond Issuance Expense Account"** means the account by that name created by Section 6.02 hereof for the Series 2013 Bonds.

**"Bondholder"** or **"holder of Bonds"** or **"owner of Bonds"** or any similar term means the registered owner of any Bond.

**"Bonds"** means the Series 2013 Bonds and any Refunding Bonds.

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

**"City"** means the City of Gautier, Mississippi or any successor thereto.

**"Code"** means the Internal Revenue Code of 1986 in effect on the date of issuance of the Series 2013 Bonds, and the applicable regulations or rulings promulgated or proposed thereunder, and any successor thereto.

**"Construction Project"** means providing funds for improving, repairing and extending the City's combined utility system funded from the Net Proceeds, as defined in the Loan Agreement, of the Series 2013 Bonds.

**"Costs of Issuance"** mean items of expense payable or reimbursable by or indirectly by the Bank and related to the authorization, sale, validation and issuance of Bonds, execution and delivery of the Loan Agreement and the Note, 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, underwriters' discounts, legal fees and charges, professional consultants' fees, costs of credit ratings, fees and charges for execution, transportation and safekeeping of Bonds, credit enhancements or liquidity facility fees, and other costs, charges and fees in connection with the foregoing.

**"Counsel"** means an attorney duly admitted to practice law before the highest court of any state and approved by the Bank and the Trustee.

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

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

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

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

**"Executive Director"** means the Executive Director of the Bank.

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

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

**"General Account"** means the account by that name created by Section 6.02 hereof for the Series 2013 Bonds.

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

**"Governmental Obligations"** means to the extent permitted by state law (a) direct obligations of the United States of America; (b) obligations guaranteed as to principal and interest by the United States of America or any federal agency whose obligations are backed by the full faith and credit of the United States of America, including but not limited to: Department of Housing and Urban Development, Export-Import Bank, Farmers Home Administration (or the 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; (c) securities evidencing ownership interests in open-end management type investment companies or investment trusts registered under the Investment Company Act of 1940, as amended, whose investments are limited to the obligations described in clauses (a) and (b) and to repurchase agreements fully collateralized by such obligations; and (d) obligations of any state of the United States or any political subdivision thereof, the full payment of principal of, premium, if any, and interest on which (i) is fully and unconditionally guaranteed or insured by the United States of America, or (ii) is provided for by an irrevocable deposit of the securities described in clause (i) to the extent such investments are permitted by law.

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

**"Interest Payment Date"** means any date on which interest is payable on the Bonds, and for the Series 2013 Bonds, January 1 and July 1, commencing July 1, 2014.

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

**"Loan Account"** means the account by that name created by Section 6.02 hereof for the Series 2013 Bonds.

**"Loan Agreement"** means the Loan Agreement by and between the City and the Bank dated as of _____, 2013.

**"Local Governmental Units"** means (i) any county, municipality, utility district, regional solid waste authority, county cooperative service district or political subdivision of the State of Mississippi, (ii) the State of Mississippi or any agency thereof, (iii) the institutions of higher learning of the State of Mississippi, (iv) any education building corporation established for institutions of higher learning, or (v) any other governmental unit created under state law, such as the City.

**"Moody's"** shall mean Moody's Investors Service, a Delaware Corporation, its successors and assigns and, if dissolved or liquidated or if it no longer performs the functions of a securities rating agency, "Moody's" shall be deemed to refer to any other nationally recognized securities rating agency designated by the City (with the approval of the Bank), by written notice to the Trustee.

**"Note"** means the $3,500,000 Promissory Note (Gautier, Mississippi Combined Utility System Revenue Project), dated _____, 2013, of the City to the Bank, attached as EXHIBIT B to the Loan Agreement.

**"Note Interest Payment"** means that portion of a Note Payments which represents the interest due or to become due on a Note held by the Trustee pursuant to this Indenture.

**"Note Payment"** means together the amounts paid or required to be paid, from time to time, for principal and interest on a the Note held by the Trustee pursuant to this Indenture.

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

**"Notice Address"** means, with respect to the City, the City's address given in connection with the execution and delivery of the Loan Agreement and the Note to the Bank, and, with respect to the Bank, the Trustee and the Original Purchaser:

| | |
|---|---|
| Bank: | Mississippi Development Bank<br>735 Riverside Drive, Suite 300<br>Jackson, Mississippi 39202<br>Attention: Executive Director |
| Trustee: | Regions Bank<br>Corporate Trust Services<br>210 East Capitol Street, 3rd Floor<br>Jackson, MS 39201 |
| Original Purchaser: | Raymond James & Associates, Inc.<br>Morgan Keegan Tower<br>50 North Front Street<br>Memphis, TN 38103<br>Attention: Public Finance |

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

**"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.

**"Original Purchaser"** means Raymond James & Associates, Inc., Memphis, Tennessee.

**"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.

**"Positive Cash Flow Certificate"** means a certificate prepared in accordance with Section 5.09 hereof by the Bank to the effect that immediately after the occurrence or non-occurrence of a specific action or omission, as appropriate, Revenues expected to be received, together with other moneys expected to be held in the Funds and Accounts under the Indenture (other than the Rebate Fund) and available therefor in accordance with Section 5.09 (a)(3) hereof, will at least be sufficient on each Interest Payment Date to provide payment of the principal and interest of the Outstanding Bonds due on such date and the payment of Program Expenses, if any.

**"Principal Payment Date"** means the maturity date or the redemption date of any Bond.

**"Program"** means the program for entering into a loan with Local Governmental Units by the Bank pursuant to the Bank Act.

**"Program Expenses"** means all of the fees and expenses of the Trustee, any expenses for preparing Positive Cash Flow Certificates under Section 5.09 hereof and costs of determining the amount rebatable, if any, to the United States of America under Section 6.11 hereof, all to the extent properly allocable to the Program and approved in writing by the Bank.

**"Project"** means providing funds for the purpose of (i) improving, repairing and extending the combined utility system of the City, (ii) funding a 2013 Debt Service Reserve fund for the Series 2013 Bonds, and (iii) paying for the costs of issuance of the Series 2013 Bonds and the Note.

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

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

**"Redemption Account"** means the account by that name created by Section 6.02 hereof for the Series 2013 Bonds.

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

**"Reserve Fund Credit Facility"** means an irrevocable and unconditional letter of credit, insurance policy or surety bond, the terms of which have been approved by the City and the Bank, issued by a bank or other financial institution, which is acceptable to the City and the Bank, having a long-term credit rating of "A" or better, as determined by Standard & Poor's which credit facility names the Trustee as the beneficiary thereunder; provided, that any such credit facility must (a) be renewable or extendable on an annual basis; (b) have an initial term of not less than three (3) years; (c) provide that the bank or other financial institution providing such credit facility must notify the Trustee and the City, no less than sixty (60) days in advance of the expiration of the credit facility of its intention not to renew or extend such credit facility; and (d) permit the Trustee to make a drawing thereunder to fund the 2013 Debt Service Reserve

Fund no later than five (5) Business Days prior to the earlier of (1) the expiration date of such credit facility and (2) the date the proceeds of such drawing will be needed to fund the 2013 Debt Service Reserve Fund.

**"Revenues"** means the Funds and Accounts and all income, revenues and profits of the Funds and Accounts referred to in the granting clauses hereof including, without limitation, all Note Payments, any Tax Monies and any additional amount paid to the Trustee under the Loan Agreement on the Note.

**"SRF Loans"** means the State Revolving Fund Loans, existing on the date of issuance of the Series 2013 Bonds, from the State to the City under Sections 49-17-1 et seq., Mississippi Code of 1972, as amended from time to time, which SRF Loans have a lien on revenues of the System; however, the debt service for the SRF Loans is collected by the Mississippi Department of Revenue by diverting sales tax collections prior to remittance of the sales tax to the City and then subsequently reimbursed to the City from the revenues of the System;

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

**"Series 2013 Bonds"** means the $3,500,000 Mississippi Development Bank Special Obligation Bonds, Series 2013 (Gautier, Mississippi Combined Utility System Revenue Project) dated _____, 2013, issued pursuant to Section 2.01 of this Indenture.

**"Special Reserve Fund"** means the fund by that name created by Section 6.02 hereof.

**"Standard & Poor's"** shall mean Standard & Poor's Ratings Group, a division of The McGraw Hill Companies, its successors and assigns and, if dissolved or liquidated or if it no longer performs the functions of a securities rating agency, "Standard & Poor's" shall be deemed to refer to any other nationally recognized securities rating agency designated by the City (with the approval of the Bank), by written notice to the Trustee.

**"State"** means the State of Mississippi.

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

**"System"** means the combined utility system of the City and all related improvements and equipment, together with all additions to, replacements of and substitutions for any of the foregoing which may be made as permitted or required by the Bank (which includes the Construction Project), but excluding any property released as authorized by the Bank.

**"Tax Intercept Agreement"** means the Tax Intercept Agreement, dated _____, 2013, by and between the Bank and the City, and accepted by the Trustee, as further described in Section 5.11 hereof.

**"Tax Monies"** shall have the meaning given to it in Section 5.11 hereof.

**"2013 Debt Service Reserve Fund"** means collectively all the 2013 Debt Service Reserve funds, including Accounts created thereunder, which are required for the Bonds issued under this Indenture, as it may be supplemented from time to time.

**"2013 Debt Service Reserve Requirement"** means the lesser of the following: (i) of the maximum amount of principal and interest becoming due in the current or any future bond year (meaning each 1 year period (or such shorter period as hereinafter described) beginning on July 2 of one year and ending on July 1 of the following year – except, however, the first bond year shall be from the issue date of the Series 2013 Bonds until July 1, 2014) on all Series 2013 Bonds then outstanding; (ii) 125% of average annual debt service on the Series 2013 Bonds; and (iii) 10% of the stated principal amount of the Series 2013 Bonds, or if such issue of Series 2013 Bonds has more than a *de minimis* amount (as defined in Section 1.148-1(b) of the Treasury Regulations) of original issue discount or premium, ten percent (10%) of the issue price (as defined in Section 1.148-1(b) of the Treasury Regulations), which 2013 Debt Service Reserve Requirement may be funded with cash or a Reserve Fund Credit Facility.

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

**"Trustee"** means Regions Bank, an Alabama banking institution duly organized, existing and authorized under the laws of the State of Alabama with its principal corporate trust office in Jackson, Mississippi.

**SECTION 1.02 Rules of Interpretation.**

For all purposes of this Indenture, except as otherwise expressly provided or unless the context otherwise requires:

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

(2) All references in this instrument to designated "Articles," "Sections" and other subdivisions are to the designated Articles, Sections and other subdivisions of this instrument as originally executed. The words "herein," "hereof," "hereunder," and "herewith" and other words of similar import refer to this Indenture as a whole and not to any particular Article, Section or other subdivision.

(3) The terms defined in this Article or elsewhere in this Indenture have the meanings assigned to them in this Article or elsewhere in this Indenture, as the case may be, and include the plural as well as the singular.

(4) All accounting terms not otherwise defined herein have the meanings assigned to them in accordance with generally accepted accounting principles.

(5) Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders.

(6) The headings or captions used in this Indenture are for convenience of reference only and shall not define or limit or describe any of the provisions hereof or the scope or intent thereof.

## ARTICLE II
## AUTHORIZATION AND ISSUANCE OF BONDS

**SECTION 2.01 Authorization and Issuance of Series 2013 Bonds.**

Series 2013 Bonds of the Bank to be known and designated as "Mississippi Development Bank Special Obligation Bonds, Series 2013 (Gautier, Mississippi Combined Utility System Revenue Project) are hereby authorized to be issued. The aggregate principal amount of Series 2013 Bonds that may be issued, authenticated and outstanding hereunder is limited to Three Million Five Hundred Thousand Dollars ($3,500,000).

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 2013 Bonds issued pursuant to this Indenture. The Series 2013 Bonds shall be payable solely from the Revenues. The State shall not be liable on the Series 2013 Bonds and the Series 2013 Bonds shall not be a debt, liability, pledge of the faith or loan of the credit of the State. The Series 2013 Bonds shall contain on the face thereof a statement to the effect that the Bank is obligated to pay the principal of the Series 2013 Bonds, the interest and the redemption premium, if any, thereon only from the Revenues and that the State is not obligated to pay such principal, interest or redemption premium, if any, and that neither the faith and credit nor the taxing power of the State is pledged to the payment of the Series 2013 Bonds. In the Bank Act, the State has pledged to and agreed with the holders of any Series 2013 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 2013 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 2013 Bonds are fully met and discharged. However, the Bank covenants and agrees in Section 5.10 hereof that it will, on or before January 1 of each year, request of the Governor of the State to appropriate and make available any amounts which may be necessary to restore any deficiency in the 2013 Debt Service Reserve Fund. All Series 2013 Bonds shall mature on or before July 1, 2033.

**SECTION 2.02 Purpose and Disposition of Series 2013 Bonds.**

The purpose for issuing the Series 2013 Bonds is to provide funds for the loan to the City in order (i) to fund the Loan Account in order to provide funds for the Construction Project, (ii) to fund the 2013 Debt Service Reserve Fund for the Series 2013 Bonds, and (iii) to fund the Bond Issuance Expense Account of the General Fund to pay the Costs of Issuance for the Series 2013 Bonds and the Note. Upon the delivery of the Series 2013 Bonds and receipt of the net proceeds therefor, the Bank shall deliver to the Trustee proceeds of the Series 2013 Bonds in the amount of $_____ (representing the par amount of Series 2013 Bonds plus a net original issue premium of $_____ less an Underwriter's discount of $_____) for deposit to the (i)

2013 Debt Service Reserve Fund, $_____; (ii) into the Bond Issuance Expense Account of the General Fund, the sum of $_____ to pay Costs of Issuance for the Series 2013 Bonds and the Note; and (iii) into the Loan Account, $_____ of the net proceeds for use in loaning money to the City under the Loan Agreement, as secured by the Note.

**SECTION 2.03 General Description of the Series 2013 Bonds.**

The Series 2013 Bonds shall be issuable as fully registered bonds in the denomination of $5,000 or any integral multiple thereof. The Series 2013 Bonds shall be numbered from R-1 upward.

Each Series 2013 Bond shall carry an original date of its delivery and shall carry the date on which it is authenticated. If a Series 2013 Bond is authenticated on or prior to July 1, 2014 it shall bear interest from its date of delivery. Each Series 2013 Bond authenticated after July 1, 2014, 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 2013 Bond unless such Series 2013 Bond is authenticated after a Record Date and on or before the next succeeding Interest Payment Date, in which event the Series 2013 Bond will bear interest from such next succeeding Interest Payment Date.

Interest on the Series 2013 Bonds shall be payable on January 1 and July 1 of each year, commencing July 1, 2014, until the Series 2013 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 2013 Bonds shall mature on July 1 in the years and in the principal amounts, and shall bear interest at the rates per annum, all as set forth below:

| YEAR OF MATURITY | PRINCIPAL AMOUNT | INTEREST RATE | YEAR OF MATURITY | PRINCIPAL AMOUNT | INTEREST RATE |
|---|---|---|---|---|---|
| 2014 | $125,000 | ____% | 2024 | $175,000 | ____% |
| 2015 | 130,000 | ____ | 2025 | 180,000 | ____ |
| 2016 | 135,000 | ____ | 2026 | 185,000 | ____ |
| 2017 | 135,000 | ____ | 2027 | 195,000 | ____ |
| 2018 | 140,000 | ____ | 2028 | 200,000 | ____ |
| 2019 | 145,000 | ____ | 2029 | 205,000 | ____ |
| 2020 | 150,000 | ____ | 2030 | 215,000 | ____ |
| 2021 | 160,000 | ____ | 2031 | 220,000 | ____ |
| 2022 | 165,000 | ____ | 2032 | 230,000 | ____ |
| 2023 | 170,000 | ____ | 2033 | 240,000 | ____ |

**SECTION 2.04 Provisions for Issuance of Bonds.**

Bonds shall be executed by Authorized Officers of the Bank for issuance under this Indenture and delivered to the Trustee and thereupon shall be authenticated by the Trustee and by it delivered to the Bank or to the purchasers thereof, as specified in a written order of the Bank, but only upon the receipt by the Trustee of:

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

(2) A written order as to the delivery of such Bonds, signed by an Authorized Officer;

(3) A copy of the resolution adopted and approved by the Bank, authorizing the execution and delivery of this Indenture and the issuance and sale of such Bonds, certified by an Authorized Officer;

(4) A certificate of an Authorized Officer that upon delivery of and payment for such Bonds, the amount on deposit in the 2013 Debt Service Reserve Fund, including any amount to be deposited therein from the proceeds of such Bonds or from the acquisition of a Reserve Fund Credit Facility, will be equal to the 2013 Debt Service Reserve Requirement for the 2013 Debt Service Reserve Fund;

(5) An Opinion of Bond Counsel dated as of the date of delivery thereof;

(6) A certificate of an Authorized Officer that the issuance of such Bonds will not violate any limitations in the Act or any other laws of the State as to the amount of Bonds that may be Outstanding from time to time;

(7) A certificate of an Authorized Officer that the Act has not been repealed or amended in a manner that would adversely affect the rights of owners of such Bonds; and

(8) Such further documents, moneys and securities as are required by the provisions of this Section 2.04 or 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 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 moneys 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:

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

(2) Irrevocable instructions to the Trustee, satisfactory to it, to give notice provided for in Section 4.05 hereof to the owners of the Bonds being refunded; and

(3) Either (i) moneys in an amount sufficient to effect payment at the applicable Redemption Price or principal payment amount of the Bonds to be refunded or paid, respectively, together with accrued interest on such Bonds to the redemption or maturity date and all necessary and appropriate fees and expenses of the Trustee, which moneys shall be held by the Trustee or any one or more of the Trustees in a separate account irrevocably in trust for and assigned to the respective owners of the Bonds to be refunded or paid, or (ii) 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 Bonds.**

The Bonds and the Trustee's certificate of authentication to be endorsed on the 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:

**(FORM OF SERIES 2013 BOND)**

**(Front of Series 2013 Bond)**

**UNITED STATES OF AMERICA**
**STATE OF MISSISSIPPI**
**MISSISSIPPI DEVELOPMENT BANK**
**SPECIAL OBLIGATION BOND, SERIES 2013**
**(GAUTIER, MISSISSIPPI COMBINED**
**UTILITY SYSTEM REVENUE PROJECT)**

**NO. R-____** **$_____**

| Interest Rate | Maturity Date | Original Date | Date of Authentication | CUSIP |
|---|---|---|---|---|

**Registered Owner:**

**Principal Amount:**

Mississippi Development Bank, a body corporate and politic, exercising essential public functions ("Bank") and organized under the laws of the State of Mississippi, for value received, hereby promises to pay to the Registered Owner specified above, or registered assigns, upon surrender hereof, the principal amount stated above in lawful money of the United States of America but solely from the sources referred to herein and not otherwise, on the Maturity Date specified above, unless this Series 2013 Bond, as hereinafter defined, shall be redeemable and shall previously have been called for redemption and payment of the redemption price made or provided for, and to pay interest on such principal amount in like money, but solely from said sources, from the interest payment date to which on the Date of Authentication hereof interest has been paid (unless this Series 2013 Bond is authenticated on or before July 1, 2014, then from its date of delivery thereof, or unless this Series 2013 Bond is authenticated after the 15th day of the month preceding the next succeeding interest payment date, then from such interest payment date or unless payment of the interest on this Series 2013 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 January 1 and July 1 (each an "Interest Payment Date"), commencing July 1, 2014, until payment of such principal amount shall have been made upon redemption or at maturity. The principal of this Series 2013 Bond is payable at the principal corporate trust office of _____ Bank, as Trustee, in the City of _____, Mississippi, or at the principal corporate trust office of any successor trustee appointed under the Indenture hereinafter mentioned; and payments of interest hereon will be made to the Registered Owner hereof (whose name appears on the registration records kept by the Trustee at the close of business on the fifteenth day of the month preceding such Interest Payment Date) by check mailed on the Interest Payment Date by the Trustee to such Registered Owner at his 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 Series 2013 Bonds delivered to the Trustee at least one Business Day prior to the Record Date (as defined in the Indenture) for which such election will be effective by wire transfer to the Registered Owner or by deposit into the account of the Registered Owner if such account is maintained by the Trustee.

This Series 2013 Bond and the other Series 2013 Bonds, and the interest payable hereon and thereon, are payable solely by the Bank from the Revenues (as defined herein) and other funds of the Bank pledged therefor under the Indenture, which Revenues and funds include the payments on the Note (as defined in the Indenture) purchased by the Bank and assigned to the Trustee. The Bank has no taxing power. This Series 2013 Bond and the other Series 2013 Bonds, both as to principal and interest, do not constitute a debt, liability or loan of the credit of the State of Mississippi ("State") or any political subdivision thereof under the constitution or statutes of the State or a pledge of the faith and credit or the taxing power of the State or any political subdivision thereof. The issuance of the Series 2013 Bonds under the provisions of the Act, as hereinafter defined, does not, directly, indirectly or contingently, obligate the State or any political subdivision thereof to levy any form of taxation for the payment thereof or to make any appropriation for their payment and such Series 2013 Bonds do not now and shall never constitute a debt of the State or any political subdivision thereof within the meaning of the constitution or the statutes of the State and do not now and shall never constitute a charge against the credit of the State or any political subdivision thereof or a charge against the taxing power of the State or any political subdivision thereof. Neither the State nor any agent, attorney, member or employee of the State or of the Bank shall in any event be liable for the payment of the

principal of, premium, if any, or interest on the Series 2013 Bonds or for the performance of any pledge, mortgage, obligation or agreement of any kind whatsoever which may be undertaken by the Bank. Provided, however, that pursuant to Section 31-25-105 of the Act, the State Legislature may, upon proper certificate from the Bank to the Governor of the State, restore any deficiency which may exist in the 2013 Debt Service Reserve Fund created in the Indenture. However, the State Legislature is not and cannot be obligated to appropriate any such funds. No breach by the Bank of any such pledge, mortgage, obligation or agreement may impose any liability, pecuniary or otherwise, upon the State or any agent, employee, attorney or member of the State or of the Bank, or any charge upon their general credit or upon the taxing power of the State. In the Act, the State has pledged and agreed with the holders of any Series 2013 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 2013 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 2013 Bonds, are fully met and discharged.

This Series 2013 Bond is one of an authorized issue of bonds of the Bank known as Mississippi Development Bank Special Obligation Bonds, Series 2013 (Gautier, Mississippi Combined Utility System Revenue Project) (the "Series 2013 Bonds") issued under and secured by an Indenture of Trust, dated as of _____, 2013 ("Indenture"), duly executed and delivered by the Bank to _____ Bank, _____, Mississippi, as Trustee ("Trustee"). The Series 2013 Bonds are limited in aggregate principal amount Three Million Five Hundred Thousand Dollars ($3,500,000). The Series 2013 Bonds are issued pursuant to Mississippi Code of 1972, Sections 31-25-1 et seq., as amended (the "Act") to provide funds for a loan to the City secured by the Note and the Loan Agreement (as hereinafter defined), to (i) provide funds to improve, repair and extend the combined utility system of the City, (ii) funding a 2013 Debt Service Reserve fund for the Series 2013 Bonds, and (iii) paying the costs of issuance for the Series 2013 Bonds and the Note, as hereinafter defined, (collectively, the "Project"). The City is the City of Gautier, Mississippi and the Note is the $3,500,000 Promissory Note (Gautier, Mississippi Combined Utility System Revenue Project) issued pursuant to a loan agreement by and between the City and the Bank, dated on _____, 2013 (the "Loan Agreement"). The Note will be paid from (i) Net Revenues of the System, subject to the parity lien of (a) the City's debt service on certain State Revolving Fund Loans (the "SRF Loans") existing on the date of entering into the Loan and the issuance of the Note, from the State of Mississippi to the City, and (b) the City's $9,185,000 Combined Utility System Revenue Refunding Bonds, dated May 31, 2012 (the "2012 Refunding Bonds"), issued pursuant to the bond resolution dated April 24, 2012, the principal of and interest on such 2012 Refunding Bonds being payable solely from the Revenues derived from the operation of the System, subject to the prior payment of the reasonable and necessary expense of operating and maintaining the System and the prior payment of the SRF Loans. The net proceeds received by the City under the Loan Agreement for the Note will be used by the City to provide funds for the Project.

The Series 2013 Bonds are all equally and ratably secured by and entitled to the protection of the Indenture on a parity one with another and with any Refunding Bonds which may be issued pursuant to Section 2.05 of the Indenture (collectively, the "Bonds"). To secure payment of principal of and interest on all the Series 2013 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 rights, 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 Series 2013 Bonds, the terms and conditions upon which the Series 2013 Bonds are issued and the terms and conditions upon which the Series 2013 Bonds will be paid at or prior to their stated maturity, or will be deemed to be paid upon the making of provision for payment therefor. Copies of the Indenture are on file at the principal corporate trust office of the Trustee.

This Series 2013 Bond is transferable by the Registered Owner hereof in person or by his attorney duly authorized in writing at the principal corporate trust office of the Trustee, but only in the manner and subject to the limitations prescribed in the Indenture and upon surrender and cancellation of this Series 2013 Bond. This Series 2013 Bond may be transferred without cost to the Registered Owner except for any tax or governmental charge required to be paid with respect to the transfer. Upon such transfer a new Series 2013 Bond or Series 2013 Bonds of the same maturity and of authorized denomination or denominations for the same aggregate principal amount will be issued to the transferee in exchange therefor.

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

The Series 2013 Bonds are issuable as fully registered bonds in denominations of $5,000 and any integral multiple thereof. Subject to the limitations and upon payment of any taxes or governmental charges, Series 2013 Bonds may be exchanged for a like aggregate principal amount of Series 2013 Bonds of the same maturity of authorized denominations.

If the City directs the Bank to redeem any Series 2013 Bonds pursuant to Section 9.2 of the Loan Agreement, the Bank has agreed under the Indenture to accept redemption and redeem such Series 2013 Bonds in the following instances:

(1) The Series 2013 Bonds (or any portions thereof in integral multiples of $5,000 each) which mature on or after July 1, 20__, are subject to optional redemption prior to their stated dates of maturity in whole or in part, in principal amounts and maturities selected by the Bank on any date on or after July 1, 20__, at par plus accrued interest to the date of redemption.

(2) The Series 2013 Bonds are also subject to extraordinary mandatory redemption prior to their stated dates of maturity in whole or in part, in inverse order of maturity, at any time, at a Redemption Price equal to the principal amount thereof plus accrued interest to the redemption date, from and to the extent that moneys are transferred from the Loan Account to the Redemption Account created in the Indenture

or funds are transferred from the Project Fund to the Redemption Account following the completion of the Construction, all as described and defined in the Loan Agreement, or otherwise deposited in the Redemption Account from proceeds received upon the sale or prepayment prior to maturity of the Note upon a default under the Note and acceleration thereof.

Each Series 2013 Bond of such maturity so delivered or canceled shall be credited by the Trustee at one hundred percent (100%) of the principal amount thereof against the mandatory sinking fund obligation on such mandatory sinking fund redemption date, and any excess of such amounts shall be credited to future redemption obligations, and the principal amount of the Series 2013 Bonds of such maturity to be redeemed by operation of the mandatory sinking fund requirements shall be accordingly reduced; provided, however, that the Trustee shall only credit such Series 2013 Bonds to the extent such are received on or before forty-five (45) days preceding the applicable mandatory redemption date as set forth above.

In the event less than all of the Series 2013 Bonds are to be redeemed, the principal amount and maturity to be redeemed shall be selected by the Bank, and the Trustee, at its sole discretion, shall select the Series 2013 Bonds to be redeemed by lot within a selected maturity, provided that Series 2013 Bonds shall be redeemed only in whole multiples of $5,000.

In the event any of the Series 2013 Bonds are called for redemption as aforesaid, notice thereof identifying the Series 2013 Bonds to be redeemed will be given by mailing a copy of the redemption notice by registered or certified mail not less than sixty (60) days nor more than forty-five (45) days prior to the date fixed for redemption to the Registered Owner of the Series 2013 Bond to be redeemed at the address shown on the registration records kept by the Trustee. Failure to give such notice by mailing, or any defect therein with respect to any Series 2013 Bond, shall not affect the validity of any proceedings for the redemption of other Series 2013 Bonds. All Series 2013 Bonds so called for redemption will cease to bear interest on the specified redemption date, shall no longer be protected by the Indenture and shall not be deemed to be Outstanding under the provisions of the Indenture, provided funds for their redemption are on deposit at the place of payment prior to the redemption date.

The Registered Owner of this Series 2013 Bond shall have no right to enforce the provisions of the Indenture or to institute an action to enforce the covenants therein, or to take any action with respect to any event of default under the Indenture, or to institute, appear in or defend any suit or other proceeding with respect thereto, except as provided in the Indenture. In certain events, on the conditions, in the manner and with the effect set forth in the Indenture, the principal of all the Series 2013 Bonds issued under the Indenture and then Outstanding may become or may be declared due and payable before the stated maturity thereof, together with interest accrued thereon. Modifications or alterations of the Indenture, or of any supplements thereto, may be made to the extent permitted by, and in accordance with, the Indenture.

The Bank hereby certifies, recites and declares that all acts, conditions and things required by the constitution and statutes of the State, the Indenture, and resolutions of the Bank to exist, happen and be performed prior to the issuance of this Series 2013 Bond do exist, have happened and have been performed in due time, form and manner as required by the Act; that the issuance of the Series 2013 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 Series 2013 Bonds, as the same become due, are designed to be sufficient in amount for that purpose.

This Series 2013 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.

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 Series 2013 Bonds, as the same become due, are designed to be sufficient in amount for that purpose.

This Series 2013 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.

[Form of Certificate of Authentication]

**CERTIFICATE OF AUTHENTICATION**

This Series 2013 Bond is one of the Series 2013 Bonds issued and delivered pursuant to the provisions of the within mentioned Indenture.

Date of Authentication: _____

_____ **BANK,**
as Trustee

By: _____
Authorized Signatory

[Form of Validation Certificate]

**VALIDATION CERTIFICATE**

**STATE OF MISSISSIPPI**

**COUNTY OF HINDS**

The undersigned Secretary of the Mississippi Development Bank does hereby certify that the within Series 2013 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 _____, 2013.

_____
Secretary

**(SEAL)**

[Form of Assignment]

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

_____

(Please Insert Social Security or other Identifying Number of Assignee)

_____

(Please print or typewrite name and address of Assignee)

the within Series 2013 Bond and all rights thereunder, and hereby irrevocably constitutes and appoints _____, Attorney, to transfer the within Series 2013 Bond on the records kept for registration thereof, with full power of substitution in the premises.

Dated: _____

_____

**NOTICE:** The signature to this assignment must correspond with the name as it appears upon the face of the within Series 2013 Bond in every particular manner, without alteration or any change whatever.

Signature Guaranteed:

_____

**NOTICE:** Signature(s) must be guaranteed by a member of a nationally recognized signature guaranty program.

BY:_____

[END OF SERIES 2013 BOND FORM]

**SECTION 2.07 Book-Entry Only System.**

The Series 2013 Bonds shall be initially issued in the form of a separate single fully registered Bond for each of the maturities thereof. Upon initial issuance, the ownership of each such Series 2013 Bond shall be registered in the Bond Register in the name of Cede & Co., as nominee of DTC, and except as provided in Section 2.09 hereof, all of the Outstanding Series 2013 Bonds shall be registered in the Bond Register in the name of Cede & Co., as nominee of DTC.

With respect to Series 2013 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 2013 Bonds. Without limiting the immediately preceding sentence, the Bank and the Trustee shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co. or any DTC participant with respect to any ownership interest in the Series 2013 Bonds, (ii) 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 2013 Bonds, including any notice of redemption, or (iii) 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 2013 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 2013 Bond is registered in the Bond Register as the absolute owner of such Series 2013 Bond for the purpose of payment of principal, premium, if any, and interest with respect to such Series 2013 Bond, for the purpose of giving notices of redemption and other matters with respect to such Series 2013 Bond, for the purpose of registering transfers with respect to such Series 2013 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 2013 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 2013 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 2013 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 and the Trustee determine that DTC is incapable of discharging its responsibilities described herein and in the DTC Blanket Issuer Letter of Representations or

that it is in the best interest of the Beneficial Owners of the Series 2013 Bonds that they be able to obtain certificated Series 2013 Bonds, the Bank and the Trustee shall (i) 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 2013 Bond certificates to such successor securities depository or (ii) notify DTC and DTC participants of the availability through DTC of Series 2013 Bond certificates and transfer one or more separate Series 2013 Bond certificates to DTC participants having Series 2013 Bonds credited to their DTC accounts. In such event, the Series 2013 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 2013 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 2013 Bonds is registered in the name of Cede & Co., as nominee of DTC, all payments with respect to principal of, premium, if any, and interest on such Series 2013 Bond and all notices with respect to such Bond shall be made and given, respectively, in the manner provided in DTC's Blanket Issuer 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 by wire transfer or electronic funds transfer or by such other method as is acceptable to the Trustee and the Bondholder. Principal shall be payable at the principal corporate trust 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 President or Vice President or Executive Director and shall have impressed or imprinted thereon, by facsimile or otherwise, the official seal of the Bank, which seal shall be attested by the manual or facsimile signature of the Executive Director or Secretary of the Bank. In case any officer of the Bank whose signature or whose facsimile signature shall appear on the Bonds shall cease to be such officer before the delivery of such Bonds, such signature or facsimile signature shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office until delivery. Any Bond may be executed and attested on behalf of the Bank by such officer as at the time of the execution of such Bonds shall be duly authorized or hold the proper office of the Bank although at the date borne by the Bonds or at the date of delivery of the Bonds such officer may not have been so authorized or have held such office.

**SECTION 3.04 Authentication.**

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

**CERTIFICATE OF AUTHENTICATION**

This Series 2013 Bond is one of the Series 2013 Bonds issued and delivered pursuant to the provisions of the within mentioned Indenture.

Date of Authentication: _____

_____ **BANK,**
as Trustee

By:_____
Authorized Signatory

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

**SECTION 3.05 Mutilated, Lost, Stolen or Destroyed Bonds.**

If any Bond is mutilated, lost, stolen or destroyed, the Bank shall execute and the 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, such Bond 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 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 indemnity satisfactory to it before any payment may be made. 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 corporate trust office, and the Trustee is hereby constituted and appointed the bond registrar of the Bank. At reasonable times and under reasonable regulations established by the Trustee, said records may be inspected and prepared by the Bank or by 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 corporate trust 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 (a) to register, transfer or exchange any Bond during a period of fifteen (15) days next preceding mailing of a notice of redemption of any Bonds, or (b) to register, transfer or exchange any Bonds selected, called or being called for redemption prior to their stated maturity 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 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 amount 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 subject to applicable laws of the State of Mississippi concerning escheat and unclaimed property and 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 either for another temporary Bond or Bonds or for a definitive Bond or Bonds shall be forthwith canceled by the Trustee.

**SECTION 3.11 Limitations on Obligations of Bank.**

The 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 Note acquired by the Trustee, all of which are hereby assigned and pledged hereunder for the equal and ratable payment of the Bonds and shall be used for no other purpose than the payment of the Bonds, except as may be otherwise expressly authorized in this Indenture. The Bonds do not constitute a debt or liability of the State or of any political subdivision thereof under the constitution of the State or a pledge of the faith and credit of the State or any political subdivision thereof, but shall be payable solely from the Revenues and funds pledged therefor in accordance with this Indenture. The issuance of the Bonds under the provisions of the 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 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. Neither the State nor any agent, attorney, member or employee of the State or of the Bank, shall in any event be liable for the payment of the principal of, and premium, if any, or interest on the Bonds or damages, if any, for the nonperformance of any pledge, mortgage, obligation or agreement of any kind whatsoever which may be undertaken by the Bank. Provided, however, that pursuant to Section 31-25-105 of the Act, the State Legislature may, upon proper certificate from the Bank to the Governor of the State, restore any deficiency which may exist in the 2013 Debt Service Reserve Fund created in the Indenture. However, the State Legislature is not and cannot be obligated to appropriate any such funds. 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 to and agreed with the holders of any Series 2013 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 2013 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 2013 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 BONDS PRIOR TO MATURITY

**SECTION 4.01 Privilege of Redemption and Redemption Prices and Terms for Series 2013 Bonds.**

If the City directs the Bank to redeem any of the Series 2013 Bonds pursuant to Section 9.2 of the Loan Agreement, the Bank agrees to accept such direction and shall redeem such Series 2013 Bonds in the following instances:

(1) Optional Redemption of Series 2013 Bonds. The Series 2013 Bonds (or any portions thereof in integral multiples of $5,000 each) which mature on or after July 1, 20__, are subject to optional redemption prior to their stated dates of maturity in whole or in part, in principal amounts and maturities selected by the Bank on any date on or after July 1, 20__, at par plus accrued interest to the date of redemption.

(2) Extraordinary Mandatory Redemption. The Series 2013 Bonds are also subject to extraordinary mandatory redemption prior to their stated dates of maturity in whole or in part, in inverse order of maturity, at any time, at a Redemption Price equal to the principal amount thereof plus accrued interest to the redemption date, from and to the extent that moneys are transferred from the Loan Account to the Redemption Account created in the Indenture or funds are transferred from the Project Fund to the Redemption Account following the completion of the Construction Project, all as described and defined in the Loan Agreement, or otherwise deposited in the Redemption Account from proceeds received upon the sale or prepayment prior to maturity of the Note upon a default under the Note and acceleration thereof.

The Bank intends to expend fully and expeditiously all amounts in the Loan Account promptly after the date of delivery of the Series 2013 Bonds for providing funds for the Loan to the City under the Loan Agreement secured by the Note. However, in the event and to the extent that funds deposited in the Loan Account from the proceeds of the Series 2013 Bonds are not used for such Loan, and the Bank determines not to provide funds for the Loan to the City, moneys may be deposited in the Redemption Account, and used for extraordinary mandatory redemption at any time. In the event that less than all of the Series 2013 Bonds are to be

redeemed under the provisions for extraordinary mandatory redemption in the Indenture, the principal amount and the maturity of the Series 2013 Bonds to be redeemed will be selected in integral multiples of $5,000 by lot by the Trustee.

**SECTION 4.02 Redemption at the Election or Direction of the Bank.**

In the case of any redemption of Bonds, the Bank shall give written notice to the Trustee of its election or direction so to redeem, of the redemption date, of the principal amounts of the Bonds of each maturity to be redeemed (which maturities and principal amounts thereof to be redeemed shall be determined by the Bank in its sole discretion, subject to any limitations with respect thereto contained in the Act or this Indenture) and of the moneys to be applied to the payment of the Redemption Price. Such notice shall be given at least thirty (30) but no more than forty-five (45) days prior to the redemption date or such shorter period as shall be acceptable to the Trustee. The Bank shall pay, or cause to be paid, to the Trustee an amount which, in addition to other moneys, if any, available therefor held by such 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 Bonds to be redeemed. The Trustee shall give the notice of redemption provided for in Section 4.05 hereof.

**SECTION 4.03 Selection of Bonds to be Redeemed.**

If less than all of the Bonds are to be redeemed, the 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 Bond. If less than all of the Bonds shall be called for redemption, the principal amount and maturity of the particular Bonds to be redeemed shall be selected by the Bank and the Trustee shall select the particular Bonds to be redeemed by lot within a maturity in such manner as the Trustee may determine. If redemption at a Redemption Price exceeding 100% of the principal amount redeemed is to take place as of any mandatory sinking fund redemption date, the Bonds to be so redeemed by any such mandatory sinking fund redemption shall be selected by lot prior to the selection of the Bonds to be redeemed on the same date by operation of the optional redemption provisions set forth herein.

**SECTION 4.04 Redemption Payments.**

Prior to or on the date fixed for redemption, funds shall be deposited with the Trustee in an amount sufficient to pay the Redemption Price of the Bonds or portions thereof called, together with accrued interest thereon to the redemption date. The Trustee is hereby authorized and directed to apply such funds to the payment of such Bonds. If proper notice of redemption by mailing has been given as provided in Section 4.05 and sufficient funds for redemption shall be on deposit with the Trustee as aforesaid, interest on the 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 Bond or portion thereof called for redemption until such 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 Bond.

**SECTION 4.05 Notice of Redemption.**

Notice of the call for any redemption, identifying the Bonds to be redeemed, 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 Original Purchaser and to the registered owner of each Bond to be redeemed at the address shown on the registration records. 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 Bonds. If at the time of mailing of any notice of redemption there shall not be on deposit with the Trustee sufficient moneys to redeem all of the Bonds called for redemption, such notice shall state that the redemption is subject to the deposit of moneys with the Trustee not later than on the redemption date and the redemption shall be of no effect unless such moneys are deposited.

**SECTION 4.06 Cancellation.**

All 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 Principal and Interest.**

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

**SECTION 5.02 Performance of Covenants by the Bank.**

The Bank covenants and agrees that it will faithfully perform at all times any and all covenants, undertakings, stipulations and provisions contained in this Indenture, in any and every Bond executed, authenticated and delivered hereunder and in all of its proceedings pertaining thereto. The Bank covenants and agrees that it is duly authorized under the constitution and laws of the State, including particularly the Act, to issue the 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 hands of the owners thereof are and will be valid and enforceable limited obligations of the Bank according to the terms thereof and hereof.

**SECTION 5.03 Instruments of Further Assurance.**

The Bank covenants and agrees that the 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, premium, if any, and interest on the 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 Bonds (a) 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 Note), and (b) diligently enforce, and take all steps, actions and proceedings reasonably necessary in the judgment of the Bank to protect its rights with respect to or to maintain any insurance on the Note and the Loan Agreement and to enforce all terms, covenants and conditions of the Note and Loan Agreement including the collection, custody and prompt application of all payments and deposits required by the terms of the Note and the Loan Agreement for the purposes for which they were made.

(b) Whenever necessary in order to provide for the payment of debt service on the Series 2013 Bonds, the Bank shall commence appropriate remedies with respect to the Note and Loan Agreement which are in default.

**SECTION 5.05 Possession and Inspection of Note and Loan Agreement.**

The Trustee covenants and agrees to retain or cause its agent to retain possession of the Note and the Loan Agreement 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 Note and the Loan Agreement 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 Note and the Funds and Accounts established by this Indenture. Such records, and all other records and papers of the Bank, and such Funds and Accounts shall at all reasonable times be subject to the inspection of the Trustee and the owners of an aggregate of not less than five percent (5%) in principal amount of the Bonds then Outstanding or their representatives duly authorized in writing.

The Trustee covenants and agrees to provide to the Bank, if requested by the Bank, prior to the last day of July, 2014 and the end of each six-month period thereafter, commencing with the period ending July 31, 2014, 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 or applicable period.

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

**SECTION 5.07 Bank Covenants with Respect to the Note and Loan Agreement.**

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

(b) The Bank covenants and agrees that it will enforce or authorize the enforcement of all remedies available to owners or holders of the Note and the Loan Agreement, unless the Bank provides the Trustee with a Positive Cash Flow Certificate, which gives effect to the Bank's failure to enforce or to authorize the enforcement of such remedies; provided, however, that decisions as to the enforcement of remedies shall be within the sole discretion of the Trustee, except with respect to the rights of the Bonds Insurer as set forth in ARTICLE XIV.

(c) The Bank covenants and agrees that it will not sell or dispose of the Note unless the Bank provides to the Trustee a Positive Cash Flow Certificate which gives effect to such action.

**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 Positive Cash Flow Certificates.**

(a) At any time that the provisions of this Indenture shall require that a Positive Cash Flow Certificate be prepared concerning anticipated Revenues and payments on the Bonds, such certificate shall be prepared by a nationally recognized firm of independent accountants acceptable to the Trustee in accordance with this Section 5.09. Such certificate shall set forth:

(1) the Revenues expected to be received on the Note financed or expected to be financed with proceeds of Outstanding Bonds;

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

(3) all moneys expected to be in the Funds and Accounts (other than the Rebate Fund and, with respect to the 2013 Debt Service Reserve Fund, only to the extent provided in paragraph (d) hereof);

(4) the amount, if any, expected to be withdrawn from the 2013 Debt Service Reserve Fund, but only if the amount on deposit in the 2013 Debt Service Reserve Fund is expected to at least equal the 2013 Debt Service Reserve Requirement immediately after such withdrawal and such withdrawal is permitted by this Indenture;

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

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

(b) In making any Positive Cash Flow Certificate, the accountant or firm of accountants may contemplate the payment or redemption of Series 2013 Bonds for the payment or redemption of which amounts have been set aside in the Redemption Account. The issuance of the Bonds, the making of transfers from one Fund to another and the deposit of amounts in any Fund from any other source may only be contemplated in a Positive Cash Flow Certificate to the extent that such issuance, deposit or transfer has occurred prior to or will occur substantially simultaneously with the delivery of such Positive Cash Flow Certificate. The accountant or firm of accountants shall also supply supporting schedules appropriate to show the sources and applications of funds used, identifying particular amounts to be transferred between Funds, amounts to be applied to the redemption or payment of Bonds and amounts to be used to provide for Costs of Issuance for the Bonds. The amount of the existing Note, existing Investment Securities and existing cash shall be the amounts as of the last day of the month preceding the month in which the Positive Cash Flow Certificate is delivered but shall be adjusted to give effect to scheduled payments of principal and interest on the Note, actual payments or proceeds with respect to Investment Securities and actual expenditures of cash expected by the Bank through the end of the then current month.

**SECTION 5.10 Bank's Certificate of 2013 Debt Service Reserve Fund Deficiency.**

(a) The Trustee shall give the Bank notice by December 1 in any year in which Bonds are Outstanding if the 2013 Debt Service Reserve Fund is not funded with an amount equal to the 2013 Debt Service Reserve Requirement. As provided in the Act, the Bank covenants and agrees that it will, on or before January 1, of each year, make and deliver to the Governor of the State a certificate, stating the sum, if any, required to restore the 2013 Debt Service Reserve Fund to the 2013 Debt Service Reserve Requirement. In computing any deficiency, the Bank shall also take into account any transfer from the 2013 Debt Service Reserve Fund to the General Account which is necessary to make the applicable payment

provided for in Sections 6.08 hereof. The Bank covenants and agrees that it will immediately take all further action required or allowed under Section 31-25-105, Mississippi Code of 1972, as amended, from time to time, to certify to the Governor of the State and the State Legislature any deficiency in the 2013 Debt Service Reserve Fund.

(b) At such time as monies have been appropriated and made available by the State under this Section 5.10, the Bank shall immediately request that such monies be transferred to the Trustee to be deposited in the 2013 Debt Service Reserve Fund pursuant to this Indenture. Any monies appropriated by the State Legislature for the purposes of replenishing the 2013 Debt Service Reserve Fund shall be deposited into the 2013 Debt Service Reserve Fund upon receipt by the Trustee and invested and used in accordance with the terms and conditions of this Indenture.

**SECTION 5.11 Agreement Withholding City Monies to Satisfy Delinquent Payments.**

As provided for in the Act, the City and the Bank have entered into and the Trustee has accepted a Tax Intercept Agreement whereby the City has covenanted, agreed and authorized the Mississippi State Tax Commission or any other State agency, department or commission to (1) withhold all or any part of any monies which the City is entitled to receive from time to time pursuant to any law and which is in possession of the Mississippi State Tax Commission or any other State agency, department or commission (the "Tax Monies"), subject to the prior lien of the SRF Loans on the sales tax revenue rebates representing a portion of the Tax Monies which may be withheld by the Mississippi State Tax Commission for debt service payments on the SRF Loans, and (2) pay same over to the Trustee (on behalf of the Bank) to satisfy any delinquent payment (the "Delinquent Payment") under Sections 4.2 and/or 4.4(5) of the Loan Agreement. If on the first day of June and December of each year, commencing June 1, 2014, there are insufficient Net Revenues (as defined in the Loan Agreement) to make the payments under Sections 4.2 and/or 4.4(5) of the Loan Agreement, the Bank has authorized and directed the Trustee under the Tax Intercept Agreement to file the Tax Intercept Agreement and a statement of deficiency setting forth the amount of any Delinquent Payment with the Mississippi State Tax Commission or any other State agency, department or commission, thereby directing the Mississippi State Tax Commission or any other State agency, department or commission to pay any Tax Monies directly to the Trustee on behalf of the Bank to satisfy any Delinquent Payment, all as permitted under the Act. In any event if the City fails to make timely payments under the Loan Agreement and the Note as provided in Sections 4.2(l) and/or 4.4(5) of the Loan Agreement, the Trustee is hereby further directed to file the Tax Intercept Agreement with the Mississippi State Tax Commission or any other State agency, department or commission and take further action to recover Tax Monies under the Tax Intercept Agreement. The Trustee is hereby directed to pay any Tax Monies deposited into the General Account of the General Fund to be applied in accordance with Section 6.05 hereof except for any Delinquent Payment under Section 4.4(5) of the Loan Agreement which shall be applied in accordance with the provisions thereof.

**SECTION 5.12 Covenants Concerning Preservation of Tax Exemption.**

The Bank hereby covenants and agrees to take all qualifying actions and to not fail to take any qualifying actions which are necessary in order to protect and preserve the exclusion from gross income for federal income tax purposes of the interest on the Series 2013 Bonds. For this purpose, the Bank shall approve and deliver to the Trustee a memorandum of compliance concerning the provisions of the Code necessary to protect and preserve such exclusion. Such memorandum of compliance may only be amended from time to time upon the receipt by the Trustee of an opinion of Bond Counsel to the effect that the amendment of the memorandum of compliance by the Bank will not adversely affect the exclusion of interest on the Series 2013 Bonds from gross income of the holders thereof for federal income tax purposes.

## ARTICLE VI

## REVENUES AND FUNDS

**SECTION 6.01 Source of Payment of Bonds.**

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

**SECTION 6.02 Creation of Funds.**

There are hereby created by the Bank and ordered established the following funds to be held by the Trustee: (a) the General Fund; (b) the 2013 Debt Service Reserve Fund; (c) the Special Reserve Fund; and (d) the Rebate Fund. There is hereby created and established in the General Fund a "General Account," "Bond Issuance Expense Account," "Redemption Account," and "Loan 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 (net of any Original Purchaser's discount and original issue discount, if any) from the sale of the Series 2013 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 Bonds and moneys received upon sale or prepayment prior to maturity of the Note), the Trustee shall deposit such amounts into the General Account.

**SECTION 6.05 Operation of General Account in the General Fund.**

The Trustee shall deposit in the General Account of the General Fund all monies and funds required to be deposited therein pursuant to the provisions of this Article VI. The Trustee shall invest such 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:

(1) On or before sixty (60) days after each anniversary of the issuance of the Series 2013 Bonds, the amounts to be transferred to the Rebate Fund;

(2) On or before three (3) Business Days next preceding each Interest Payment Date, to the Trustee such amount as shall be necessary to pay the principal and interest coming due on the Series 2013 Bonds on such Interest Payment Date;

(3) As soon as funds become available, to the 2013 Debt Service Reserve Fund sufficient amounts to assure that there is on deposit therein the 2013 Debt Service Reserve Requirement;

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

(5) After making such deposits in subsections (a) through (d) above, the Trustee shall make a determination of the amounts reasonably expected to be received in the form of Note Payments in the succeeding twelve (12) months and shall transfer to the Special Reserve Fund all monies 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 2013 Bonds within the immediately succeeding twelve (12) month period; provided, however, any excess under this Subsection (e) shall be transferred to the City at the request of the City with the prior written consent of the Bank.

**SECTION 6.06 Operation of the Redemption Account of the General Fund.**

The Trustee shall deposit in the Redemption Account of the General Fund all moneys received upon the sale or prepayment prior to maturity of the Note and all other moneys required to be deposited therein pursuant to the provisions of 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 2013 Bonds. Such redemption shall be made pursuant to a redemption under the provisions of Article IV hereof. The Trustee shall pay the interest accrued on the Series 2013 Bonds so redeemed to the date of redemption from the General Account and the Redemption Price from the Redemption Account.

**SECTION 6.07 Operation of the Loan Account of the General Fund.**

The Trustee shall deposit in the Loan Account of the General Fund 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 Loan Account to provide a loan to the City under the terms and provisions of the Loan Agreement said

loan being secured by the Note all in accordance with the procedures established by the Bank as set forth in Article VII hereof upon the submission of requisitions of the Bank signed by an Authorized Officer stating that all requirements with respect to such loan set forth in the Indenture have been or will be complied with. Any amounts remaining in the Loan Account three (3) years after the date of delivery of the Series 2013 Bonds shall be transferred to the Redemption Account.

**SECTION 6.08 Operation of 2013 Debt Service Reserve Fund.**

The Trustee shall deposit in the 2013 Debt Service Reserve Fund all moneys required to be deposited therein pursuant to Section 2.02 and Article VI hereof, shall invest such funds pursuant to Article VIII hereof, and, except as provided in this Section 6.08, shall disburse the funds held in the 2013 Debt Service Reserve Fund solely to the General Account for the payment of interest on and principal of the Series 2013 Bonds, and only in the event that moneys in the General Account are insufficient to pay principal of and interest on the Series 2013 Bonds after making all the transfers thereto required to be made under Section 6.06 (from the Redemption Account of the General Fund) and Section 6.09 (from the Special Reserve Fund) have been made. As of any Interest Payment Date, the Trustee shall value the investments in the 2013 Debt Service Reserve Fund at fair market value. If there is any deficiency in the 2013 Debt Service Reserve Fund as of any Interest Payment Date (after taking into account any debt service payment made on such Interest Payment Date), the Trustee shall provide written notice within five (5) Business Days to the City and City shall replenish the 2013 Debt Service Reserve Fund within sixty (60) days after the applicable Interest Payment Date as provided in the Loan Agreement. Pursuant to Section 10.01(j) hereof, failure to restore any deficiency in the 2013 Debt Service Reserve Fund to the 2013 Debt Service Reserve Requirement within 360 days after the end of the Fiscal Year during which a deficiency occurs is an Event of Default. Following each Interest Payment Date, the Trustee shall determine if any amounts in the 2013 Debt Service Reserve Fund are in excess of the 2013 Debt Service Reserve Requirement and shall transfer said excess amount to the General Account of the General Fund; provided, however, such amounts in excess of the 2013 Debt Service Reserve Requirement shall be paid to the City at the request of the City with the prior written approval of the Bank.

The City may, at any time, provide the Trustee with a Reserve Fund Credit Facility to be substituted for all or a portion of the amount of money and investments in the 2013 Debt Service Reserve Fund equal to the amount available for drawing under such Reserve Fund Credit Facility; provided that such right of substitution shall be subject to the following conditions:

(1) The Trustee shall receive a certificate of the City to the effect that such substitution is in the best economic interests of the City stating the reasons therefor and stating how the amounts on deposit in the 2013 Debt Service Reserve Fund are to be applied; and

(2) The Trustee shall receive an opinion of counsel acceptable to the Trustee, in form and substance satisfactory to the Trustee, addressed to the Trustee, the Bank and the City as to the due authorization, execution, delivery and enforceability of the Reserve Fund Credit Facility in accordance with its terms, subject to applicable laws affecting creditors' rights generally, and, in the event the issuer of the Reserve Fund Credit Facility

is not a domestic entity, an opinion of foreign counsel to the same effect in form and substance satisfactory to the Trustee; and

(3) The Trustee, the Bank and the City shall receive an opinion of nationally recognized counsel, in form and substance satisfactory to each of them, to the effect that substitution of such Reserve Fund Credit Facility and the proposed application to the amounts in the 2013 Debt Service Reserve Fund will not cause the interest on the Series 2013 Bonds to become includable in gross income for federal income taxation purposes; and

(4) The obligation of the Bank to reimburse the issuer of the Reserve Fund Credit Facility for any fees or expenses or claims or drawings under such Reserve Fund Credit Facility shall be subordinate to the payment of debt service on the Series 2013 Bonds under this Indenture; and

(5) The Reserve Fund Credit Facility must provide for a revolving feature under which the amount available for drawing thereunder will be reinstated to the extent of any reimbursement of drawings or claims paid; and

(6) The value of the assets (including the amount available for drawing under the Reserve Fund Credit Facility) held in the 2013 Debt Service Reserve Fund must equal the 2013 Debt Service Reserve Requirement for the Series 2013 Bonds immediately upon such substitution; and

(7) The approval of S&P.

If there shall be an insufficiency of funds in the General Account of the General Fund to make any required payment of principal of or interest on the Series 2013 Bonds and the Trustee is holding a Reserve Fund Credit Facility in lieu of funds in the 2013 Debt Service Reserve Fund, the Trustee shall make a drawing under the Reserve Fund Credit Facility in an amount equal to the lesser of (i) the amount then available for drawing under the Reserve Fund Credit Facility, or (ii) the amount necessary to make up the insufficiency described above, which drawing shall be made in time to prevent the occurrence of an Event of Default under this Indenture; and the proceeds of such drawing shall be deposited into the 2013 Debt Service Reserve Fund for application as provided in this Indenture; provided, however, if the 2013 Debt Service Reserve Fund contains both a Reserve Fund Credit Facility and cash, the cash shall be drawn down completely before any demand is made on the Reserve Fund Credit Facility.

On the fifth (5th) Business Day prior to the expiration of any Reserve Fund Credit Facility, the Trustee shall make a drawing of the full amount available thereunder, and shall deposit the proceeds of such drawing into the 2013 Debt Service Reserve Fund; provided, however, that the Trustee shall not make a drawing if, not later than the fifth (5th) Business Day prior to the expiration of such Reserve Fund Credit Facility, a substitute Reserve Fund Credit Facility or money and/or Investment Securities equal to the 2013 Debt Service Reserve Requirement for the 2013 Debt Service Reserve Fund have been delivered to the Trustee for deposit in the 2013 Debt Service Reserve Fund.

If the Trustee receives notice that (1) the revolving reinstatement feature described above has been suspended or terminated, (2) the rating of the issuer of the Reserve Fund Credit Facility has fallen below "A" by S&P, (3) the issuer of the Reserve Fund Credit Facility has defaulted in its payment obligations thereunder, or (4) the Reserve Fund Credit Facility will not be extended or renewed, the Trustee shall immediately notify the City in writing, of the occurrence of such event and shall request that the City make or cause to be made the payments required to replenish the 2013 Debt Service Reserve Fund pursuant to this Indenture and the Loan Agreement, which payments may be made from the proceeds of a drawing under the Reserve Fund Credit Facility.

**SECTION 6.09 Operation of Special Reserve Fund.**

The Trustee shall deposit in the Special Reserve Fund all moneys required to be deposited therein pursuant to Article VI hereof and such other moneys as directed by the Bank, shall invest such funds pursuant to Article VIII hereof, and shall disburse the funds held in the Special Reserve Fund as follows in the following order of priority:

(1) On the second ($2^{nd}$) Business Day next preceding each Interest Payment Date, to the General Account of the General Fund an amount sufficient to make the payments of principal and interest required to be made on such date after taking into account available funds on deposit in the General Account; and

(2) As soon as funds become available, to the 2013 Debt Service Reserve Fund sufficient amounts to assure that there is on deposit therein the 2013 Debt Service Reserve Requirement.

**SECTION 6.10 Operation of Bond Issuance Expense Account of the General Fund.**

The Trustee shall deposit in the Bond Issuance Expense Account of the General Fund 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:

(1) Upon receipt of acceptable invoices, to pay the Costs of Issuance of the Series 2013 Bonds or to reimburse the Bank for amounts previously advanced for such costs; and

(2) On the date which is sixty (60) days after the date of issuance of the Series 2013 Bonds, any funds remaining in the Bond Issuance Expense Account shall be transferred to the General Account of the General Fund.

**SECTION 6.11 Operation of the Rebate Fund.**

The Trustee is authorized to establish and maintain, so long as any Series 2013 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 2013 Bonds and investments hereunder available to the Bank

and shall make deposits and disbursements from the Rebate Fund in accordance with the memorandum of compliance received from the Bank pursuant to Sections 5.12 and 8.02 hereof, shall invest the funds in the Rebate Fund as directed by the Bank pursuant to said memorandum of compliance and shall deposit income from such investments immediately upon receipt thereof in the Rebate Fund. Anything in this Indenture to the contrary notwithstanding, the provision of this Section may be superseded or amended by a new memorandum of compliance delivered by the Bank and accompanied by an opinion of Bond Counsel addressed to the Trustee to the effect that the use of the new memorandum of compliance will not adversely affect the exclusion from gross income for federal income tax purposes of the interest on the Series 2013 Bonds.

If a deposit to the Rebate Fund is required as a result of the computations made by the Bank pursuant to such memorandum of compliance, the Trustee shall upon receipt of direction from the Bank accept such payment for the benefit of the Bank and make transfers of moneys from the General Account to the Rebate Fund to comply with such direction. If amounts in excess of that required to be rebated to the United States of America accumulate in the Rebate Fund, the Trustee shall upon direction from the Bank transfer such amount to the General Account. Records of the determinations required by this Section and the investment instructions must be retained by the Trustee until six (6) years after the Series 2013 Bonds are no longer Outstanding.

Not later than sixty (60) days after July 1, 2018 and every five (5) years thereafter, the Trustee shall, upon written request of the Bank, pay to the United States of America ninety percent (90%) of the amount required to be on deposit in the Rebate Fund as of such payment date provided that direction from the Bank for transfer of such amount has been previously received by the Trustee pursuant to the provisions of this Section 6.11, and further provided that funds were available in the General Account to make such transfers as directed and one hundred percent (100%) of the amount on deposit in the Rebate Fund as of such payment date. Not later than sixty (60) days after the final retirement of the Series 2013 Bonds, the Trustee shall, upon written request of the Bank pay to the United States of America one hundred percent (100%) of the balance remaining in the Rebate Fund. Each payment required to be paid to the United States of America pursuant to this Section shall be filed with the Internal Revenue Service Center, Ogden, Utah 84201. Each payment shall be accompanied by a copy of the Form 8038-G originally filed with respect to the Series 2013 Bonds, if any, and a statement of the Bank summarizing the determination of the amount to be paid to the United States of America.

**SECTION 6.12 Moneys to be Held in Trust.**

All moneys required to be deposited with or paid to the Trustee for the account of any Fund or Account established under any provision of this Indenture shall be held by the 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 6.13 Amounts Remaining in Funds or Accounts.**

Any amounts remaining in any Fund or Account of the Series 2013 Bonds after full payment of the Series 2013 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 as provided in Section 3.08 hereof and except for any monies appropriated by the State pursuant to Section 5.10 hereof, which will be paid to the State.

**SECTION 6.14 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 Series 2013 Bonds as the same may relate to any data or conclusions necessary to verify that the Series 2013 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 6.11 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.

## ARTICLE VII

## LOAN SECURED BY NOTE

**SECTION 7.01 Terms and Conditions of Loan.**

The loan of funds to the City under the terms and provisions of the Loan Agreement secured by the Note shall be according to the terms and conditions of, and upon submission of the documents required by, this Article VII.

**SECTION 7.02 Loan.**

The Trustee shall provide the funds for the Loan to the City upon receipt by the Trustee of:

(1) a written direction of the Bank signed by an Authorized Officer stating to whom the proceeds of the Loan are to be paid;

(2) a certificate signed by an officer of the Bank, certifying that the City, pursuant to the Loan Agreement, has executed and delivered the Note to the Bank and is obligated to make the Note Payments and to pay all fees and charges required to be paid to the Bank under the Loan Agreement, and that to the knowledge of such officer, such City is not in default under the payment terms or other material terms or provisions of any other obligations of that City;

(3) a certified transcript of proceedings authorizing the issuance, execution and delivery of the Note, 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 Trustee;

(4) an Opinion of Bond Counsel in form satisfactory to the Bank stating that the Note and Loan Agreement constitute valid and binding obligations enforceable in accordance with their terms, subject to such enforcement limitations customarily contained in such opinions;

(5) executed Note, registered as to both principal and interest to the Bank and delivered in accordance with the Act;

(6) an opinion of counsel of the City in form satisfactory to the Bank stating that such City is a Local Governmental Unit within the meaning of the Act;

(7) an executed Loan Agreement from the City;

(8) an executed Tax Intercept Agreement;

(9) a certificate from the City stating that either (i) the City is exempt from the rebate requirements of Section 148 of the Code, or (ii) the City is subject to the rebate requirement of Section 148 of the Code and will comply with such provisions, or (iii) if the City intends to meet an exception from rebate contained in Section 148(f)(4)(C) of the Code, it elects on or before the closing date to pay a penalty in lieu of rebate if such provisions are not met;

(10) an amortization schedule for debt service on the Series 2013 Bonds; and

(11) Upon receipt of all the documents as listed above, the Trustee shall pay the proceeds of the Loan directly to the City as specified in the directions received pursuant to subparagraph (a) above.

**SECTION 7.03 Retention and Inspection of Documents.**

All requisitions, certificates, transcripts, Opinions of Bond Counsel, Loan Agreement, Tax Intercept Agreement and the Note received by the Trustee, as required in this Article as conditions 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 owner of at least five percent (5%) in principal amount of Outstanding Series 2013 Bonds. Any costs and expenses associated with such request shall be paid by the requesting Bondholder.

**SECTION 7.04 Report.**

The Bank may require a report to be made by an officer or employee of the Trustee on behalf of the Trustee within sixty (60) days after the delivery of the Series 2013 Bonds covering

all receipts and all disbursements made pursuant to the provisions of this Article VII in respect of the proceeds of the Series 2013 Bonds deposited in the Loan Account. Said report shall be supplemented, if requested, at least once every sixty (60) days by the Trustee until all of the net proceeds of the Series 2013 Bonds deposited in the Loan Account shall have been expended. Each such report shall be mailed by the Trustee to the Bank.

## 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 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. The Trustee may make any and all such investments through its investment department or through the investment 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 2013 Bonds may be commingled for the purpose of investment or deposit. The Trustee and the Bank agree that all investments under the Indenture, 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 2013 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 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 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, except that the moneys, if any, on deposit in the 2013 Debt Service Reserve Fund shall be invested in Investment Securities having an average aggregate weighted term to maturity not greater than five (5) years. 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, will be added to the General Account of the General Fund; provided, however, that the investment income, if any, from assets held under the 2013 Debt Service Reserve Fund shall be retained in such 2013 Debt Service Reserve Fund to the extent of any deficiency in the 2013 Debt Service Reserve Requirement.

(b) The Bank (a) certifies to the owners of the Series 2013 Bonds from time to time Outstanding that moneys on deposit in any Fund or Account in connection with the Series 2013

Bonds, whether or not such moneys were derived from the proceeds of the sale of the Series 2013 Bonds or from any other sources, are not intended to be used in a manner which will cause the interest on the Series 2013 Bonds to lose the exclusion from gross income for federal income tax purposes, and (b) covenants with the owners of the Series 2013 Bonds from time to time Outstanding that, so long as any of the Series 2013 Bonds remain Outstanding, moneys on deposit in any Fund or Account established in connection with the Series 2013 Bonds, whether or not such moneys were derived from the proceeds of the sale of the Series 2013 Bonds or from any other source, will not be used in any manner which will cause the interest on the Series 2013 Bonds to become subject to federal income taxation.

**SECTION 8.02 Arbitrage Restrictions; Series 2013 Bonds to Remain Tax Exempt.**

(a) The Bank shall provide the Trustee with a memorandum of compliance for the investments on the Funds and Accounts which shall govern the investment of the Funds and Accounts and the application of Section 6.11 hereof.

(b) Without limiting subsection (2) 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 any Series 2013 Bonds, or with respect to the investment or application of any payments under the Note or any other agreement or instrument entered into in connection therewith or with the issuance of the Series 2013 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 any Series 2013 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 which would adversely affect the exclusion from gross income tax for federal income tax purposes of the interest on any Series 2013 Bonds.

## ARTICLE IX

## 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 and interest due and to become due on the Series 2013 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 and interest on the Bonds.

Any Bond shall be deemed to be paid within the meaning of this Indenture when (a) payment of the principal of such Bond and interest thereon to the due date thereof (whether such

due date be by reason of maturity or upon redemption as provided in this Indenture or otherwise), either (i) shall have been made or caused to have been made in accordance with the terms thereof, or (ii) shall have been provided for by irrevocably depositing with the Trustee, in trust and exclusively for such payment, (A) moneys sufficient to make such payment or (B) Governmental Obligations maturing as to principal and interest in such amounts and at such times, without consideration of any reinvestment thereof, as will insure the availability of sufficient moneys to make such payment, or (C) a combination of such moneys and Governmental Obligations, and(b) all necessary and proper fees and expenses of the Trustee pertaining to the Bonds, including the amount, if any, required to be rebated to the United States of America, with respect to which such deposit is made, shall have been paid or deposited with the Trustee.

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

(1) 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);

(2) to call for redemption pursuant to this Indenture any Bonds to be redeemed prior to maturity pursuant to (a) hereof; and

(3) to mail, as soon as practicable, in the manner prescribed by Article IV hereof, a notice to the owners of such Bonds that the deposit required by (a) of the preceding paragraph has been made with the Trustee and that said Bonds are deemed to have been paid in accordance with this Article and stating the maturity or redemption date upon which moneys are to be available for the payment of the principal of or redemption price, if applicable, on said Bonds as specified in subparagraph (a) of this paragraph; provided, however, such notice can be given in advance of such deposit if such funds represent sufficient funds in the form of cash for the payment of principal of, premium, if any, and interest on the Bonds to be paid prior to their due date by reason of maturity or upon redemption within ninety (90) days of the delivery date of the Bonds.

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

With respect to the Series 2013 Bonds, no such deposit under this Article shall be made or accepted hereunder and no use made of any such deposit unless the Trustee shall have received an Opinion of Bond Counsel to the effect that such deposit and use would not cause any of the Bonds to be treated as arbitrage bonds within the meaning of Section 148 of the Code.

Moreover, no such deposit shall be deemed a payment of such Series 2013 Bonds unless the Trustee shall have received a verification from an accountant or firm of accountants appointed by the Bank and acceptable to the Trustee verifying the sufficiency of the deposit to pay the principal of, premium, if any, and interest on the Series 2013 Bonds to the due date, whether such due date be by reason of maturity or upon redemption. Provided, however, such verification from an accountant or firm of accountants appointed by the Issuer and acceptable to the Trustee, will not be required if the deposit made with the Trustee represents sufficient funds in the form of cash for the payment of principal of, premium, if any, and interest on the Bonds to be paid prior to their due date by reason of maturity or upon redemption within ninety (90) days of the delivery date of the Bonds. If requested by the Trustee, the Issuer will provide proof in a form acceptable to the Trustee of the sufficiency of the cash funds deposited as stated in the preceding sentence.

Notwithstanding any provision of any other Article of this Indenture which may be contrary to the provisions of this Article, all moneys or Governmental Obligations set aside and held in trust pursuant to the provisions of this Article for the payment of Bonds (including interest thereon but excluding any amounts set aside for rebate to the United States of America) shall be applied to and used solely for the payment of the particular Series 2013 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, 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 stated maturity or the redemption date of such Bonds), provided that if such Bonds are to be redeemed prior to the stated maturity thereof, notice of such redemption shall have been given as hereinabove 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 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":

(1) Default in the due and punctual payment of any interest on any Bond; or

(2) Default in the due and punctual payment of the principal or redemption premium, if any, of any Bond whether at the stated maturity thereof or on any date fixed for redemption; or

(3) 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

(4) 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

(5) 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

(6) 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

(7) 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

(8) 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

(9) Default in the due and punctual payment of any interest or principal on the Note; or

(10) The Bank fails to restore 2013 Debt Service Reserve Fund to an amount equal to the 2013 Debt Service Reserve Requirement within three hundred sixty (360) days after the end of the Fiscal Year of the Bank during which a deficiency occurs; or

(11) The Bank for any reason shall be rendered incapable of fulfilling its obligations under this Indenture; or

(12) There is an event of default under the Loan Agreement.

**SECTION 10.02 Remedies: Rights of Bondholders.**

Upon the occurrence of an Event of Default, the Trustee shall notify the owners of all Bonds then Outstanding of such Event of Default by registered or certified mail, and will have the following rights and remedies:

(1) 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 Note or Loan Agreement.

(2) 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 Note and the Loan Agreement as the Trustee deems necessary or appropriate and in the best interest of the Bondholders, subject to the terms of the Note and Loan Agreement.

(3) 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.

(4) The Trustee may, and shall at the direction of the Bondholders, by written notice to the Bank, declare the principal of and accrued interest on all Bonds to be due and payable immediately in accordance with this Indenture and the Act, by notice to the Bank and the Attorney General of the State.

Upon the occurrence of an Event of Default, if requested so to do by the holders of twenty-five percent (25%) or more in aggregate principal amount of all Bonds then Outstanding and if indemnified as provided in Section 11.01(11) 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 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, but subject to Section 15.01 hereof, the 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.

**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 Note or Loan Agreement) 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 Trustee and any other moneys owed to Trustee hereunder, be deposited in the General Account of the General Fund and all moneys in such Account shall be applied as follows:

(1) Unless the principal of all the Bonds shall have become due and payable, all such moneys shall be applied for each applicable series of Bonds:

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; and

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.

(2) 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 and under the Loan Agreement and the Note have been paid in full, any balance remaining in the General Account of the General Fund 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 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 owners of Bonds have offered to the Trustee indemnity as provided in Section 11.01(11) hereof, and (d) the Trustee has refused, or for sixty (60) days after receipt of such request and offer of indemnification, has failed to exercise the remedies hereinbefore granted, or to institute such action, suit or proceeding in its own name; and such request and offer of indemnity are hereby declared in every case at the option of 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 and interest on any Bond at and after the maturity thereof, or the limited obligation of the Bank to pay the principal of and interest on each of the Bonds issued hereunder to the respective owners thereof at the time and place, from the source and in the manner expressed in the Bonds.

**SECTION 10.08 Termination of Proceedings.**

In case the Trustee or any owner of any Bonds shall have proceeded to enforce any right under this Indenture by the appointment of a receiver or otherwise, and such proceedings shall have been discontinued or abandoned for any reason, or shall have been determined adversely, then and in every such case the Bank, the Trustee and the Bondholders shall be restored to their former positions and rights hereunder, respectively, and with regard to the property herein subject to this Indenture, and all rights, remedies and powers of the Trustee and the owners of 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 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 of the payments of principal when due, as the case may be, with interest on overdue principal at the rate

borne by such Bond, and all expenses of the Trustee in connection with such Event of Default shall have been paid or provided for, or (z) any Event of Default for nonpayment of Program Expenses; and in case of any such waiver or rescission, or in case any proceeding taken by the Trustee on account of any such Event of Default shall have been discontinued or abandoned or determined adversely, then and in every such case the Bank, the 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(4) or (511; Opportunity of the Bank to Cure Such Defaults.**

Anything herein to the contrary notwithstanding, no Default under Section 10.01(4) or (5) 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 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 for 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 man would exercise or use under the circumstances in the conduct of his own affairs, but only upon and subject to the following express terms and conditions:

(1) 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.

(2) 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 its 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.

(3) 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.

(4) 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.

(5) 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.

(6) 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.

(7) 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 other than its negligence or willful default.

(8) 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.

(9) 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.

(10) 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 Bonds, the withdrawal of any cash or the taking of any other action by the Trustee.

(11) 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 be furnished for the reimbursement of all expenses to which it may be put and to protect it against all liability, except liability which is adjudicated to have resulted from its gross negligence or willful default, by reason of any action so taken.

(12) 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.

(13) The Trustee for all purposes of this Indenture shall be deemed to be aware of any Event of Default in the payment of principal 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 owners of at least twenty-five percent (25%) of the aggregate principal amount of Bonds then Outstanding upon receiving 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 corporate 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 sixty (60) 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 sixty (60) days' written notice by registered or certified mail to the Bank 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 take effect upon the appointment of a successor Trustee in accordance with Section 11.07 and acceptance of such appointment by the successor Trustee.

**SECTION 11.06 Removal of the Trustee.**

The 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 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 action taken by the Bank, with such 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. Nevertheless, in case of such vacancy the Bank by resolution may appoint a temporary Trustee to fill such vacancy. Within ninety (90) days after such appointment, the Bondholders may appoint a successor Trustee; and any such temporary Trustee so appointed by the Bank shall become the successor Trustee if no appointment is made by the Bondholders within such period, but in the event an appointment is made by the Bondholders, the temporary Trustee shall immediately and without further act be superseded by any Trustee so appointed by such Bondholders. Notice of the appointment of a temporary or successor Trustee shall be given in the same manner as provided by Section 11.05 hereof with respect to the resignation of a Trustee. Every such Trustee appointed pursuant to the provisions of this Section shall be a trust company or bank in good standing located in or incorporated under the laws of the State duly authorized to exercise trust powers and be subject to examination by federal or State authority, having a reported capital and surplus of not less than $75,000,000, if there be such an institution willing, qualified and able to accept the trust upon reasonable or customary terms.

**SECTION 11.08 Concerning Any Successor Trustee.**

Every successor Trustee appointed hereunder shall execute, acknowledge and deliver to its or his predecessor and also to the Bank an instrument in writing accepting such appointment hereunder, and thereupon such successor, without any further act, deed or conveyance, shall become fully vested with all the estates, properties, rights, powers, trusts, duties and obligations of its predecessors; but such predecessor shall, nevertheless, on the written request of the Bank, after the payment of all fees, charges and expenses which may be due and owing to such predecessor pursuant to the provisions of Section 11.02 hereof, execute and deliver an instrument transferring to such successor Trustee all the estates, properties, rights, powers and trusts of such predecessor hereunder; and every predecessor Trustee shall deliver all securities, moneys and other property or documents held by it as Trustee hereunder to its or his successor hereunder. Should any instrument in writing from the Bank be required by any successor Trustee for more fully and certainly vesting in such successor the estate, rights, powers and duties hereby vested or intended to be vested in the predecessor any and all such instruments in writing shall, on request, be executed, acknowledged and delivered by the Bank. The resignation of any 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. Notwithstanding any other provision of this Indenture, no removal, resignation or termination of the Trustee (or paying agent, if any) shall take effect until a successor shall be appointed.

**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:

(1) violation of any agreement, provision or condition of this Indenture, the Note, the Bonds or the Loan Agreement except a violation by the Trustee;

(2) any statement or information relating to the expenditure of the proceeds of the Series 2013 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

(3) 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 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 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 Note 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:

(1) To cure any ambiguity or formal defect or omission in this Indenture;

(2) 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;

(3) To subject to this Indenture additional Revenues, properties or collateral;

(4) 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;

(5) 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

(6) In connection with issuance of Refunding Bonds.

**SECTION 12.02 Supplemental Indentures Requiring Consent of Bondholders.**

Exclusive of Supplemental Indentures provided for by Section 12.01 hereof and subject to the terms and provisions contained in this Section, and not otherwise, the owners of not less than a majority in aggregate principal amount of the 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 manner, any of the terms or provisions contained in this Indenture or in any Supplemental Indenture; provided, however, that nothing in this Section contained shall permit, or be construed as permitting, without the consent of the owners of all then Outstanding Bonds (a) an extension of the maturity of the principal of or the interest or redemption date on any Bond issued hereunder, or (b) a reduction in the principal

amount of any Bond or change in the rate of interest or redemption premium, or (c) a privilege or priority of any Bond or Bonds over any other Bond or Bonds, or (d) a reduction in the aggregate principal amount of the Bonds required for consent to such Supplemental Indenture, or (e) the creation of any lien securing any Bonds other than a lien ratably securing all of the Bonds at any time Outstanding hereunder, or (f) any modification of the trusts, powers, rights, obligations, duties, remedies, immunities and privileges of the Trustee without the written consent of the Trustee.

If at any time the Bank shall request the Trustee to enter into any such Supplemental Indenture for any of the purposes set forth in this Section, the Trustee shall, upon being satisfactorily indemnified with respect to expenses, cause notice of the proposed execution of such Supplemental Indenture to be mailed by registered or certified mail to each owner of a Bond at the address shown on the registration records maintained by the 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 corporate trust 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 15.01 hereof, no owner of any Bond shall have any right to object to any of the terms and provisions contained therein, or the operation thereof, or in any manner to question the propriety of the execution thereof, or to enjoin or restrain the Trustee or the Bank from executing the same or from taking any action pursuant to the provisions thereof. Upon the execution of any such Supplemental Indenture as in this Section permitted and provided, this Indenture shall be and be deemed to be modified and amended in accordance therewith.

## ARTICLE XIII

## RESERVED

## ARTICLE XIV

## RESERVED

## ARTICLE XV

## MISCELLANEOUS

**SECTION 15.01 Consents, etc., of Bondholders.**

Any consent, request, direction, approval, objection or other instrument required by this Indenture to be signed and executed by the Bondholders may be in any number or concurrent writings of similar tenor and may be signed or executed by such Bondholders in person or by 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:

(1) 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.

(2) 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 registration records of the Bank maintained by the Trustee pursuant to Section 3.06 hereof.

**SECTION 15.02 Limitation of Rights.**

With the exception of rights herein expressly conferred, nothing expressed or mentioned in or to be implied from this Indenture or the 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.

**SECTION 15.03 Severability.**

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

**SECTION 15.04 Notices.**

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

**SECTION 15.05 Trustee as Paying Agent and Registrar**

The Trustee is hereby designated and agrees to act as paying agent and registrar for and in respect to the Bonds.

**SECTION 15.06 Payments Due on Saturdays, Sundays and Holidays.**

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

**SECTION 15.07 Counterparts.**

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

**SECTION 15.08 Receipt of Money or Revenues by Trustee.**

The Trustee is an authorized agent of the Bank for purposes of receiving money and Revenues on behalf of the Bank.

It is not the intent of this Section 15.08, or any other Section of this Indenture, to create a power of attorney relationship between the Bank and the Trustee.

**SECTION 15.09 Applicable Provisions of Law.**

This Indenture shall be governed by and construed in accordance with the laws of the State.

**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 and its corporate seal to be hereunto affixed and duly attested, all as of the day and year first above written.

**MISSISSIPPI DEVELOPMENT BANK**

**By:**_____
**William T. Barry, Executive Director**

**(SEAL)**

**ATTEST:**

_____
**Cindy S. Carter, Secretary**

Signature page of Indenture of Trust dated as of _____, 2013, by and between the Mississippi Development Bank and _____ Bank, _____, Mississippi, as Trustee.

**_____ BANK**
**_____, MISSISSIPPI**
**as Trustee**

**By: _____**
**Authorized Signatory**

**(SEAL)**

**ATTEST:**

**_____**
**Authorized Signatory**

Signature page of Indenture of Trust dated as of _____, 2013, by and between Mississippi Development Bank and _____ Bank, _____, Mississippi, as Trustee.

**STATE OF MISSISSIPPI**

**COUNTY OF HINDS**

Personally appeared before me, the undersigned authority in and for the said County and State, on this ____ day of _____, 2013, within my jurisdiction, the within named William T. Barry and Cindy S. Carter, who acknowledged that they are the Executive Director and Secretary, respectively, of the Mississippi Development Bank, the Bank named in and which executed the foregoing Indenture of Trust, that the seal affixed to said instrument is the seal of the Bank, and that said instrument was signed, sealed, executed and delivered on behalf of said Bank by authority of its Board of Directors.

_____

**NOTARY PUBLIC**

**My Commission Expires:**

_____

**[AFFIX NOTARIAL SEAL]**

**STATE OF MISSISSIPPI**

**COUNTY OF HINDS**

On the 14th day of February, 2011, before me, a Notary Public in and for said County, personally appeared _____ and _____ to me personally known, who, being by me first duly sworn, did say that they are the _____ and the _____, respectively, of _____ Bank, _____, Mississippi, a State banking association, and that for and on behalf of the State banking association, and as its act and deed, signed and delivered the foregoing instrument, after having first been authorized by said State banking association so to do, the Trustee named in and which executed the foregoing Indenture, that the seal affixed to said instrument is the seal of the Trustee, and that said instrument was signed, sealed, executed and delivered on behalf of said Trustee by authority of its Board of Directors.

_____

**NOTARY PUBLIC**

**My Commission Expires:**

_____

**[AFFIX NOTARIAL SEAL]**

ButlerSnow 16635237v3

**EXHIBIT C**

**FORM OF PRELIMINARY OFFICIAL STATEMENT**

Document comparison by Workshare Compare on Wednesday, June 12, 2013 9:46:44 AM

| Input: | |
|---|---|
| Document 1 ID | interwovenSite://RDG-DMS/ButlerSnow/16655895/1 |
| Description | #16655895v1<ButlerSnow> - MDB - Gautier Utility System Revenue Bonds (2013) (111446) - City Sales Parameter Resolution.001 |
| Document 2 ID | interwovenSite://RDG-DMS/ButlerSnow/16655895/2 |
| Description | #16655895v2<ButlerSnow> - MDB - Gautier Utility System Revenue Bonds (2013) (111446) - City Sales Parameter Resolution.002 (to be adopted 6/18/13) |
| Rendering set | standard |

| Legend: | |
|---|---|
| Insertion | |
| ~~Deletion~~ | |
| ~~Moved from~~ | |
| Moved to | |
| Style change | |
| Format change | |
| ~~Moved deletion~~ | |
| Inserted cell | |
| Deleted cell | |
| Moved cell | |
| Split/Merged cell | |
| Padding cell | |

| Redline Summary: | | |
|---|---|---|
| **No.** | **Change** | **Text** |
| 1-2 | Insertion | 10. If in the opinion of the Bank, |
| 3 | Moved to | Butler, Snow, O'Mara,...Ridgeland, Mississippi, |
| 4 | Insertion | as Bond Counsel (the...the Underwriter, and |
| 5 | Moved to | Government Consultants,...Jackson, Mississippi, |
| 6 | Insertion | as financial advisor to...the Series 2013 Bonds. |
| 7 | Change | "The Governing Body finds it necessary" changed to "10. The Governing Body finds it necessary" |

| | | |
|---|---|---|
| 8 | Deletion | recommendation of Demery F. Grubbs, with |
| 9 | Moved from | Government Consultants,...Jackson, Mississippi, |
| 10-11 | Change | "as Financial Advisor (the "Financial Advisor" changed to "as Financial Advisor" |
| 12 | Change | "Financial Advisor")," changed to "Financial Advisor," |
| 13 | Deletion | , Lucian L. Bourgeois, Esquire, with |
| 14 | Change | "Butler, Snow, O'Mara,...as Bond Counsel" changed to "as Bond Counsel" |
| 15 | Change | "as Bond Counsel (the...G. Ramsay, Esquire," changed to "as Bond Counsel and Robert G. Ramsay, Esquire," |
| 16 | Change | "The Preliminary Official Statement" changed to "SECTION 4. The Preliminary Official Statement" |
| 17 | Change | "C and EXHIBIT D,...is hereby authorized and" changed to "C and EXHIBIT D,...is hereby authorized and" |
| 18-19 | Insertion | SECTION 4. If in the...Body of the City. |
| 20-21 | Change | "ButlerSnow 16655895v1" changed to "ButlerSnow 16655895v2" |

| Statistics: | |
|---|---|
| | Count |
| Insertions | 9 |
| Deletions | 8 |
| Moved from | 2 |
| Moved to | 2 |
| Style change | 0 |
| Format changed | 0 |
| Total changes | 21 |

**RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF GAUTIER, MISSISSIPPI (THE "CITY") APPROVING THE FORM OF AND THE EXECUTION OF A BOND PURCHASE AGREEMENT IN CONNECTION WITH THE SALE BY THE MISSISSIPPI DEVELOPMENT BANK (THE "BANK") OF ITS SPECIAL OBLIGATION BONDS, SERIES 2013 (GAUTIER, MISSISSIPPI COMBINED UTILITY SYSTEM REVENUE PROJECT), IN THE PRINCIPAL AMOUNT OF NOT TO EXCEED THREE MILLION FIVE HUNDRED THOUSAND DOLLARS ($3,500,000) TO PROVIDE FUNDS FOR A LOAN BETWEEN THE CITY AND THE BANK PURSUANT TO THE LOAN AGREEMENT SECURED BY A PROMISSORY NOTE (GAUTIER, MISSISSIPPI COMBINED UTILITY SYSTEM REVENUE PROJECT) IN THE PRINCIPAL AMOUNT OF NOT TO EXCEED THREE MILLION FIVE HUNDRED THOUSAND DOLLARS ($3,500,000) (THE "NOTE"); APPROVING THE FORM OF AND EXECUTION OF, AS APPLICABLE, THE LOAN AGREEMENT, THE NOTE, THE INDENTURE OF TRUST, THE PRELIMINARY OFFICIAL STATEMENT, THE BOND PURCHASE AGREEMENT, AND THE TAX INTERCEPT AGREEMENT (ALL AS HEREIN DEFINED); AND APPROVING RELATED MATTERS.**

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

1. The City is authorized under the provisions of Sections 21-27-23 and 21-27-41 through 21-27-69, Mississippi Code of 1972, as amended from time to time (the "Bond Act") and Sections 31-25-1 et seq., Mississippi Code of 1972, as amended from time to time (the "Bank Act" and together with the Bond Act, the "Act"), to borrow in such amounts from the Mississippi Development Bank (the "Bank") as it may find necessary and proper in order to provide funds for the improvement, repair and extension of the combined utility system (the "System") of the City of Gautier, Mississippi and for other authorized purposes under the Act including funding a debt service reserve fund, and paying the cost of such borrowing.

2. On April 16, 2013, the Governing Body of the City adopted a resolution (the "Intent Resolution") entitled "**A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF GAUTIER, MISSISSIPPI (THE "CITY"), DECLARING THE INTENTION OF THE CITY TO ENTER INTO A LOAN (THE "LOAN") WITH THE MISSISSIPPI DEVELOPMENT BANK (THE "BANK") SECURED BY A PROMISSORY NOTE (THE "NOTE") PURSUANT TO MISSISSIPPI CODE 1972 ANNOTATED, SECTIONS 21-27-23 AND 21-27-41 THROUGH 21-27-69, AS AMENDED FROM TIME TO TIME (THE "BOND ACT") AND SECTIONS 31-25-1 ET SEQ., MISSISSIPPI CODE OF 1972, AS AMENDED FROM TIME TO TIME (THE "BANK ACT" AND TOGETHER WITH THE BOND ACT, THE "ACT") FOR THE PURPOSES OF PROVIDING FUNDS FOR IMPROVING, REPAIRING, AND EXTENDING THE COMBINED UTILITY SYSTEM OF THE CITY AND OTHER AUTHORIZED PURPOSES UNDER THE ACT, SAID LOAN AND NOTE BEING FUNDED BY THE BANK FROM THE ISSUANCE OF ITS NOT TO EXCEED $3,500,000 SPECIAL**

**OBLIGATION BONDS, SERIES 2013 (GAUTIER, MISSISSIPPI COMBINED UTILITY SYSTEM REVENUE PROJECT); AND DIRECTING PUBLICATION OF NOTICE OF SUCH INTENTION."**

3. As required by law and as directed by the aforesaid Intent Resolution the said Intent Resolution was (i) published once a week for at least three (3) consecutive weeks in *The Mississippi Press*, a newspaper published in the City of Pascagoula, Mississippi, and of general circulation in the City and qualified under the provisions of Section 13-3-31, Mississippi Code of 1972, as amended, and the last publication of the Intent Resolution being not more than ten (10) days prior to May 17, 2013, the date set forth as the deadline for the filing of objection or protest, and being more than ten (10) days prior to May 21, 2013, the date set forth for the meeting of the Mayor and City Council to authorize entering into a loan with the Mississippi Development Bank secured by a promissory note, said notice being published in said newspaper on April 26, May 3 and May 10, 2013, as evidenced by the publisher's affidavit heretofore presented and on file with the City Clerk, and (ii) posted for at least twenty-one (21) days next preceding May 17, 2013 at three (3) public places in the City.

4. On May 21, 2013, the Governing Body adopted a resolution (the "No Protest Resolution") stating that no petition signed by twenty percent (20%) of the qualified electors of said City objecting to and protesting such loan secured by the promissory note nor any other objection of any kind or character against entering into the loan secured by the promissory note described in the aforesaid Intent Resolution had been filed or presented by the qualified electors of said City.

5. The Intent Resolution and the No Protest Resolution of the Governing Body, as described above, and this resolution meet the requirements of the Act and are acceptable with respect to the issuance of the Note (as defined herein).

6. The City is now authorized and empowered by the provisions of the Act, to borrow funds by entering into the hereinafter described Loan.

7. It is necessary, proper and economically feasible that the City borrow money by entering into the Loan, as hereinafter defined, with the Bank secured by the Note pursuant to the Act for the purposes herein stated and under the procedures hereinafter set forth and as provided by law to provide funds for the Project, as hereinafter defined.

8. After careful study and investigation by the City, it appears to be in the best interest of the City, and in furtherance of the Act to authorize the issuance of the not to exceed $3,500,000 Mississippi Development Bank Special Obligation Bonds, Series 2013 (Gautier, Mississippi Combined Utility System Revenue Project), to be dated the date of delivery thereof (the "Series 2013 Bonds"), for the purpose of making a loan (the Loan") to the City under the terms and provisions of a Loan Agreement, as hereinafter defined, secured by the Note for the purpose of providing funds for (i) the improvement, repair and extension of the combined utility system of the City (the "Construction Project"), (ii) funding a debt service reserve fund for the Series 2013 Bonds, and (iii) paying for the costs of issuance of the Series 2013 Bonds and the not to exceed $3,500,000 Promissory Note (Gautier, Mississippi Combined Utility System Revenue Project) (the "Note") (collectively, the "Project").

9. The Governing Body desires (i) to authorize the sale of the sale of the Series 2013 Bonds to Raymond James & Associates, Inc., Memphis, Tennessee, as Underwriter (the "Underwriter"); (ii) to approve the form of and distribution of the preliminary official statement (the "Preliminary Official Statement") in connection with the sale of the Series 2013 Bonds; (iii) to approve the form of and authorize the execution of the Bond Purchase Agreement (the "Bond Purchase Agreement"), by the Mayor and City Clerk, acting for and on behalf of the Governing Body of the City, for the sale of the Series 2013 Bonds to the Underwriter, subject to approval by the Bank and certain other conditions as hereinafter set forth; (iv) to approve the payment of costs of issuance expenses for the Series 2013 Bonds and the Note; and (v) to approve other related matters.

10. [1]If in the opinion of the Bank,[2] Butler, Snow, O'Mara, Stevens & Cannada, PLLC, Ridgeland, Mississippi, [3]as Bond Counsel (the "Bond Counsel"), the Underwriter, and[4] Government Consultants, Inc., Jackson, Mississippi, [5]as financial advisor to the Bank (the "Financial Advisor"), a supplement or amendment to the Preliminary Official Statement and/or Official Statement (the "Official Statement") is necessary to provide proper disclosure for the Series 2013 Bonds, the Governing Body of the City desires to authorize (a) the Bond Counsel acting as disclosure counsel to prepare such supplement or amendment to the Preliminary Official Statement and/or the Official Statement in a form and in a manner approved by the Underwriter and (b) the Underwriter to provide distribution of such supplement or amendment to the Preliminary Official Statement and/or Official Statement, as the case may be, in connection with the sale of the Series 2013 Bonds.[6]

11. ~~10.~~ [7]The Governing Body finds it necessary to approve the form of and execution of, as applicable, the Loan Agreement, to be dated the date of delivery thereof, between the Bank and the City (the "Loan Agreement"), the Note, the Indenture of Trust, to be dated the date of delivery of the Series 2013 Bonds, between the Bank and Regions Bank, Jackson, Mississippi (the "Trustee") (the "Indenture"), and the Tax Intercept Agreement, to be dated the date of delivery of the Series 2013 Bonds, between the City and the Bank, and acknowledged by the Trustee (the "Tax Intercept Agreement").

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

**SECTION 1.** The Governing Body of the City does hereby approve the sale of the Series 2013 Bonds to the Underwriter. Based on the recommendation of Demery F. Grubbs, ~~with[8] Government Consultants, Inc., Jackson, Mississippi, [9]as Financial Advisor (the "~~[10]as [11]Financial Advisor~~")~~[12], Lucian L. Bourgeois, Esquire, ~~with[13] Butler, Snow, O'Mara, Stevens & Cannada, PLLC, Ridgeland, Mississippi, [14]~~as Bond Counsel ~~(the "Bond Counsel")~~[15] and Robert G. Ramsay, Esquire, Pascagoula, Mississippi, as Counsel to the City (the "City Counsel"), the Mayor is hereby authorized to execute the Bond Purchase Agreement for the sale by the Bank of the Series 2013 Bonds to the Underwriter with such changes, insertions and omissions as may be approved by such officer, said execution being evidence of such approval provided that the parameters in the following sentence are met. The Governing Body hereby agrees to approve the sale of the Series 2013 Bonds by the Bank pursuant to the terms and conditions of the Bond Purchase Agreement subject to the approval of the Mayor of the following: (1) a net interest cost of not more than 5.00% for the Series 2013 Bonds; (2) approval by the Bank of the Bond Purchase Agreement for the sale of the Series 2013 Bonds evidenced by the execution of the

Bond Purchase Agreement by the Executive Director of the Bank; (3) term of the Series 2013 Bonds of not to exceed 20 years; (4) bond size for the Series 2013 Bonds of not to exceed $3,500,000; (5) the City is in compliance with its continuing disclosure filings for all previous debt issued by the City subject to Securities and Exchange Commission Rule 15c2-12(b)(5); and (6) terms and provisions of the Series 2013 Bonds in compliance with the Act and this resolution.

**SECTION 2.** The Loan Agreement, including the form of the Note, is hereby approved, and the Mayor and City Clerk are hereby authorized and directed to execute said Loan Agreement and Note on behalf of the City. All provisions of the Loan Agreement, including the Note, when executed as authorized herein, shall be incorporated herein, and shall be deemed to be a part of this resolution fully and to the same extent as if separately set out verbatim herein, which said Loan Agreement and Note shall be in substantially the form attached hereto as **EXHIBIT A**, with such completions, changes, insertions and modifications as shall be approved by the officers executing and delivering the same.

**SECTION 3.** The form of the Indenture as submitted to this meeting and made a part of this resolution as though set forth in full herein shall be, and the same hereby is, approved in substantially the form as attached hereto as **EXHIBIT B** with such completions, changes, insertions and modifications as shall be approved by the Mayor and City Clerk prior to execution and delivery by the Mississippi Development Bank and the Trustee in connection with the Loan to the City of the proceeds of the Series 2013 Bonds.

**SECTION 1.** ~~**SECTION 4.**~~ [16]The Preliminary Official Statement and the Bond Purchase Agreement for utilization in the sale of the Series 2013 Bonds are hereby approved and ratified in substantially the form attached hereto as **EXHIBIT C** and **EXHIBIT D**, respectively. The City hereby deems the Preliminary Official Statement to be "final" as described in Rule 15c2-12(b)(1) of the Securities and Exchange Commission. [17]The Mayor is hereby authorized and directed to approve the final Official Statement (the "Official Statement") on behalf of the Governing Body with such changes from the Preliminary Official Statement as he may approve, and, the Governing Body hereby authorizes and ratifies, the distribution of said Preliminary Official Statement, the Bond Purchase Agreement and said final Official Statement and the use thereof by the Underwriter, the Financial Advisor, the Bond Counsel and the City Counsel in connection with the sale of the Series 2013 Bonds.

**SECTION 4.** [18]If in the opinion of the Bond Counsel, the Underwriter and the Financial Advisor, a supplement or amendment to the Preliminary Official Statement and/or Official Statement is necessary to provide proper disclosure for the Series 2013 Bonds, the Governing Body of the City hereby authorizes (a) the Bond Counsel acting as disclosure counsel to prepare and distribute such supplement or amendment to the Preliminary Official Statement and/or the Official Statement in a form and in a manner approved by the Underwriter, and (b) the Underwriter to provide distribution of such supplement or amendment to the Preliminary Official Statement and/or Official Statement, as the case may be, in connection with the sale of the Series 2013 Bonds, with the distribution of such supplement or amendment being conclusive evidence of the approval of the Governing Body of the City.[19]

**SECTION 5.** The Tax Intercept Agreement, between the City and the Bank, and acknowledged by the Trustee, is hereby approved, and the Mayor and City Clerk are hereby authorized and directed to execute said Tax Intercept Agreement on behalf of the City. All

provisions of the Tax Intercept Agreement, when executed as authorized herein, shall be incorporated herein, and shall be deemed to be a part of this resolution fully and to the same extent as if separately set out verbatim herein, which said Tax Intercept Agreement shall be in substantially the form attached hereto as **EXHIBIT E**, with such completions, changes, insertions and modifications as shall be approved by the officers executing and delivering the same.

**SECTION 6.** The Governing Body hereby authorizes the Financial Advisor, Bond Counsel, the City Counsel and/or officers of the City to prepare and/or execute all documents necessary to provide for the securities to be purchased with the proceeds of the Loan.

**SECTION 7.** Regions Bank, Jackson, Mississippi, is hereby approved by the City to serve as trustee under the Indenture (the "Trustee").

**SECTION 8.** Upon receiving the recommendation of the Financial Advisor to the Bank, Bond Counsel and the City Counsel, the Mayor is hereby authorized and directed to make all final determinations necessary to prepare the Preliminary Official Statement, the Bond Purchase Agreement, the Indenture of Trust, the Loan Agreement, the Note, and the Tax Intercept Agreement, for the sale of the Series 2013 Bonds, including the date of sale, the dated date of the Series 2013 Bonds, the final principal amount of the Series 2013 Bonds, the maturity schedule relating to the Series 2013 Bonds, the redemption terms of the Series 2013 Bonds and any other terms thereof; provided, however, that all such determinations shall be made subject to approval by the Executive Director of the Bank, to be evidenced by the execution of the Bond Purchase Agreement for the sale of the Series 2013 Bonds, by the Mayor, acting for and on behalf of the City, pursuant to this resolution and the Executive Director of the Bank, acting for and on behalf of the Bank, pursuant to a resolution adopted by the Bank on June 12, 2013.

**SECTION 9.** If the Bank executes a commitment for the provision of municipal bond insurance and/or a debt service reserve surety bond for the Series 2013 Bonds and any additional documents and certificates which are required by any provider of such municipal bond insurance and/or debt service reserve surety bond selected to provide credit enhancement in connection with the issuance of the Series 2013 Bonds, the Mayor is hereby authorized to approve any changes, insertions and omissions as may be required by the provider of the municipal bond insurance and/or debt service reserve surety bond to the Indenture, the Loan Agreement, the Note, the Tax Intercept Agreement, or the Preliminary Official Statement as are approved by the Executive Director of the Bank evidenced by his execution of the commitment for said municipal bond insurance and/or debt service reserve surety bond and other additional documents and certificates for each of the Series 2013 Bonds. The Executive Director of the Bank is hereby authorized to execute a commitment for the provision of municipal bond insurance and/or a debt service reserve surety bond, for and on behalf of the City.

**SECTION 10.** The Mayor and City Clerk are hereby authorized and directed to sign requisitions and perform such other acts as may be necessary to authorize the Trustee to pay on the Closing Date of the Series 2013 Bonds the costs of issuance of said Series 2013 Bonds and the Note; provided, however, total costs of issuance for said Series 2013 Bonds and the Note (excluding the Underwriter's discount and excluding the premiums for municipal bond insurance and the debt service reserve surety bond and the original issue discount) shall not exceed 3.0% of the par amount of the Series 2013 Bonds.

**SECTION 11.** The Mayor and the City Clerk are hereby authorized and directed for and on behalf of the Governing Body, to take any and all such action as may be required by the City to carry out and to give effect to the aforesaid documents authorized pursuant to this resolution and to execute all papers, documents, certificates and other instruments that may be required for the carrying out of the authority conferred by this resolution in order to evidence said authority, including the approval of the final Official Statement in connection with the Series 2013 Bonds.

**SECTION 12.** For cause, this resolution shall be in full force and effect from the date hereof.

[remainder of page left blank intentionally]

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

| | |
|---|---|
| Mayor Tommy Fortenberry | Voted: _____ |
| Council Member Johnny Jones | Voted: _____ |
| Council Member Hurley Ray Guillotte | Voted: _____ |
| Council Member Gordon T. Gollott | Voted: _____ |
| Council Member Scott D. Macfarland | Voted: _____ |
| Council Member Adam D. Colledge | Voted: _____ |
| Council Member Mary F. Martin | Voted: _____ |

The motion having received the affirmative vote of a majority of all of the members of the Governing Body present, the Mayor declared the motion carried and the resolution adopted on this the 18th day of June, 2013.

_____

**MAYOR**

_____

**ATTEST:**

_____

**CITY CLERK**

**(SEAL)**

**EXHIBIT D**

**FORM OF BOND PURCHASE AGREEMENT**

**$3,500,000**
**MISSISSIPPI DEVELOPMENT BANK**
**SPECIAL OBLIGATION BONDS, SERIES 2013**
**(GAUTIER, MISSISSIPPI COMBINED UTILITY SYSTEM REVENUE PROJECT)**

**BOND PURCHASE AGREEMENT**

_____, 2013

Mississippi Development Bank
Attention: William T. Barry, Executive Director
735 Riverside Drive, Suite 300
Jackson, Mississippi 39202

Ladies and Gentlemen:

The undersigned Raymond James & Association, Inc., Memphis, Tennessee (the "Underwriter"), 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 as evidenced by your execution hereof, will be in full force and effect in accordance with its terms and binding upon you, the Underwriter and the City.

This offer is made subject to acceptance by you of this agreement on or before 5:00 o'clock P.M., Central Daylight Savings Time on _____, 2013. Unless otherwise provided, the terms used in this Bond Purchase Agreement shall have the meanings set forth in the form of the Indenture of Trust to be dated as of the date of delivery of the Series 2013 Bonds, as hereinafter defined (the "Indenture "), by and between the Bank and Regions Bank, Jackson, Mississippi, as Trustee (the "Trustee"), as previously approved by the Bank.

1. Upon the terms and conditions and upon the basis of the representations, warranties and covenants hereinafter set forth, the Underwriter hereby agrees to purchase from the Bank for offering to the public, and the Bank hereby agrees to sell to the Underwriter for such purpose, all (but not less than all) of the $3,500,000 aggregate principal amount of the Bank's Special Obligation Bonds, Series 2013 (Gautier, Mississippi Combined Utility System Revenue Project) (the "Series 2013 Bonds"), at the purchase price of $_____ (such price representing the principal amount of the Series 2013 plus a net original issue premium of $_____ less an Underwriter's discount of $_____). The Series 2013 Bonds will be limited obligations of the Bank and will be issued under and pursuant to, and are to be secured by, the Indenture and a Tax Intercept Agreement entered into between the Bank and the City, to be dated as of the delivery date of the Series 2013 Bonds (the "Tax Intercept Agreement"). The Series 2013 Bonds shall mature on the date or dates as stated, shall bear interest payable on July 1, 2014, and semiannually thereafter on January 1 and July 1 in each year, at the rate or rates as stated, shall be redeemable prior to maturity and shall have the other terms and provisions as stated in the Indenture.

2. The Underwriter intends to make an initial bona fide public offering of all of the Series 2013 Bonds at the initial public offering price or prices (or at yield or yields) set forth on **EXHIBIT I**. After such initial bona fide public offering, the Underwriter reserves the right to change such initial offering price or prices (or yield or yields) without any requirement of prior notice. The foregoing notwithstanding, the Underwriter may offer and sell the Series 2013 Bonds to certain dealers (including dealers depositing the Series 2013 Bonds into investment trusts) at prices lower (or yields higher) than the public offering prices (or yields) set forth in **EXHIBIT I**. In making such initial offering, the Underwriter agrees to comply with all securities laws, rules and regulations applicable to the Underwriter and the Series 2013 Bonds in connection with such initial offering.

3. As soon as practicable after the date hereof, and in any event not later than seven business days from the date hereof, the Bank shall deliver to the Underwriter not to exceed 25 copies of the final Official Statement dated the date hereof (the "Official Statement"), at the cost of the City executed by the Bank (which Official Statement shall be substantially in the form of the Preliminary Official Statement dated _____, 2013 (the "Preliminary Official Statement"), incorporating only such changes as are contained in the draft Official Statement and such other changes from such Preliminary Official Statement as are approved by the Bank, the Underwriter and the City. The Bank and City authorize the use of the Official Statement (or drafts thereof prior to availability of the Official Statement) in connection with the public offering or sale of the Series 2013 Bonds and ratify and approve the prior use of the Preliminary Official Statement. If between the date of this Bond Purchase Agreement and the date which is 90 days after the end of the underwriting period for the Series 2013 Bonds, as defined in paragraph (e)(2) of Rule 15c2-12 of the Securities and Exchange Commission under the Securities Exchange Act of 1934 ("Rule 15c2-12"), any event shall occur or be discovered which would cause the Official Statement to contain any untrue statement of a material fact or to omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, the Bank and the City shall notify the Underwriter thereof, and if in the opinion of the Bank and the City or the Underwriter such event requires the preparation and publication of a supplement or amendment to the Official Statement, the Bank and the City, at the sole expense of the City, will supplement or amend the Official Statement in a form and in a manner approved by the Underwriter and will furnish such supplemented or amended Official Statement to the Underwriter in sufficient quantity to enable the Underwriter to comply with paragraph (b)(4) of Rule 15c2-12 and the Rules of the Municipal Securities Rulemaking Board (the "MSRB"); provided, however, that if such event shall occur on or prior to the Closing (as hereinafter defined) and if in the opinion of the Underwriter the occurrence of such event materially and adversely affects the market for the Series 2013 Bonds, the Underwriter in its sole discretion shall have the right to terminate its obligations hereunder by written notice to the Bank and the City (whereupon the Bank and the City shall have no obligation under this paragraph to supplement or amend the Official Statement), and thereafter the Underwriter shall be under no obligation to purchase and pay for the Series 2013 Bonds. The Bank and the City agree that they shall not, prior to the date which is 90 days after the end of the underwriting period, adopt any amendment of or supplement to the Official Statement except as set forth in this paragraph. The Underwriter agrees to notify the Bank and the City of the end of such underwriting period; provided that the failure to give such notice shall not affect the Bank's responsibilities herein.

The City will reimburse the Underwriter against any losses, claims, damages or liabilities, joint or several, to which the Underwriter may become subject insofar as such losses, claims, damages or liabilities (or actions in respect thereof) arise out of or are based upon any untrue statement or alleged untrue statement of any material fact contained in the Official Statement, or any amendment or supplement thereto, or arise out of or are based upon the omission or the alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein not misleading; and the City will reimburse the Underwriter for any legal or other expenses reasonably incurred by the Underwriter in connection with investigating or defending any such action or claim. The obligations of the City in this paragraph shall be in addition to any other obligations which the City may otherwise have.

The Bank represents that it has, or agrees to: authorize, execute and deliver the Indenture, the Tax Intercept Agreement, this Bond Purchase Agreement and the Loan Agreement, to be dated as of the delivery date of the Series 2013 Bonds, between the City and the Bank (the "Loan Agreement"), which is secured by the City's $3,500,000 Promissory Note (Gautier, Mississippi Combined Utility System Revenue Project) (the "Note"), and which is to be executed by the City and assigned by the Bank to the Trustee, and the Continuing Disclosure Agreement relating to the Series 2013 Bonds (the "Continuing Disclosure Agreement") prior to the Closing Date with only such changes therein from the forms thereof on the date hereof as are approved by the Underwriter, the Closing in all events to be deemed such approval.

The City has authorized and agrees to execute and deliver the Loan Agreement, the Note, this Bond Purchase Agreement, the Tax Intercept Agreement and the Continuing Disclosure Agreement.

4. The Bank hereby represents and warrants to and covenants with the Underwriter that:

(a) The Bank is and will be as of the date of the Closing a public body corporate and politic of the State of Mississippi.

(b) The Bank is and will be as of the date of Closing authorized under the laws of the State of Mississippi, including particularly Sections 21-27-23 and 21-27-41 through 21-27-69, Mississippi Code of 1972, as amended from time to time (the "Bond Act") and Sections 31-25-1 et seq., Mississippi Code of 1972, as amended from time to time (the "Bank Act" and together with the Bond Act, the "Act") to: (i) adopt such resolutions as are necessary to approve the issuance of the Series 2013 Bonds; (ii) issue the Series 2013 Bonds for the purposes described in the Official Statement; (iii) lend the proceeds of the Series 2013 Bonds to the City for the purposes set forth in the Official Statement; (iv) enter into, execute and deliver this Bond Purchase Agreement, the Indenture, the Loan Agreement, the Tax Intercept Agreement, the Continuing Disclosure Agreement and the Official Statement; and (v) pledge and assign to the Trustee certain of the Bank's rights under the Loan Agreement and the Note, pursuant to the Indenture, as security for the payment of the Series 2013 Bonds.

(c) The Bank has full power and authority to consummate the transactions contemplated to be consummated by it pursuant to this Bond Purchase Agreement, the

Series 2013 Bonds, the Indenture, the Loan Agreement, the Tax Intercept Agreement and the Official Statement.

(d) The information contained in the sections of the Preliminary Official Statement and the Official Statement captioned "INTRODUCTION" (to the extent applicable to the Bank), "Purpose of the Series 2013 Bonds," "THE MISSISSIPPI DEVELOPMENT BANK," "LITIGATION" (to the extent applicable to the Bank), and "VALIDATION" is, in the case of the Preliminary Official Statement, and, in the case of the Official Statement will be on the date thereof and as of the date of Closing, true and correct in all material respects; such sections of the Preliminary Official Statement do not contain and such sections of the Official Statement will not, as of the date of delivery of the Official Statement or as of the date of Closing, contain any untrue statement of a material fact; and such sections of the Preliminary Official Statement do not omit and such sections of the Official Statement will not omit as of the date of delivery of the Official Statement or the date of Closing, to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading.

(e) The Bank shall have prior to the Closing duly authorized all necessary action to be taken by it for (i) the issuance and sale of the Series 2013 Bonds upon the terms set forth herein, in the Official Statement and in the Indenture; (ii) the loan of the proceeds thereof to the City and the use of such proceeds as contemplated by the Official Statement; (iii) the execution, delivery and/or receipt of this Bond Purchase Agreement, the Indenture, the Loan Agreement, the Series 2013 Bonds, the Tax Intercept Agreement, the Continuing Disclosure Agreement and the Official Statement, the approval and the execution, delivery, receipt and/or approval of any and all such other agreements and documents as may be required to be executed, delivered and received by the Bank in order to carry out, give effect to and consummate the transactions contemplated hereby and by the Official Statement; and (iv) the effectuation and consummation of the transactions contemplated by this Bond Purchase Agreement, the Official Statement, the Indenture, the Loan Agreement and the Tax Intercept Agreement.

(f) The Series 2013 Bonds, when issued, delivered and paid for as herein and in the Indenture provided, will have been duly authorized and issued and will constitute valid and binding special limited obligations of the Bank enforceable in accordance with their terms and entitled to the benefits and security of the Indenture (subject to any applicable bankruptcy, reorganization, insolvency, moratorium or other similar laws affecting the enforcement of creditors' rights from time to time in effect and further subject to the availability of equitable remedies).

(g) No event affecting the Bank has occurred since the date of the Preliminary Official Statement, or is expected by the Bank to occur, which should be described in the Official Statement for the purpose for which it is to be used or which it is necessary to disclose therein in order to make the statements and information therein, in light of the circumstances under which they were made, not misleading.

(h) The resolution of the Bank, authorizing the issuance and sale of the Series 2013 Bonds adopted on June 12, 2013 (the "Bank Resolution"), has not been modified, amended or repealed except as set forth herein and is in full force and effect on the date hereof.

(i) The Bank will direct the Trustee to apply the proceeds from the sale of the Series 2013 Bonds immediately after the Closing as specified in the Indenture and in any instructions delivered at Closing by an authorized officer of the Bank.

(j) The Bank is in compliance with all material laws and regulations applicable to it and its operations which, if violated by the Bank, could adversely affect the Bank's ability to take the actions contemplated hereby and by the Official Statement, the Loan Agreement, the Indenture, the Continuing Disclosure Agreement and the Tax Intercept Agreement.

(k) The Bank is not, in any way which could adversely affect the Bank's ability to take the actions contemplated hereby and by the Official Statement, the Loan Agreement, the Tax Intercept Agreement, the Continuing Disclosure Agreement and the Indenture, in breach of or in default under any existing law, court or administrative regulation, decree, order, agreement, indenture, mortgage, lease, sublease or other instrument to which it is a party or by which it or its property is or may be bound, and no event has occurred and is continuing which, with the passage of time or the giving of notice, or both, would constitute a default or an event of default thereunder which could adversely affect the Bank's ability to take the actions contemplated hereby or by the Official Statement, the Loan Agreement, the Tax Intercept Agreement, the Continuing Disclosure Agreement, or the Indenture.

(l) The execution and delivery by the Bank of this Bond Purchase Agreement, the Official Statement, the Series 2013 Bonds, the Indenture, the Loan Agreement, the Tax Intercept Agreement, the Continuing Disclosure Agreement and the other documents contemplated hereby and by the Preliminary Official Statement, the assignment to the Trustee of certain of the Bank's rights under the Loan Agreement and the Note and the compliance by the Bank with the provisions of each of the foregoing documents will not, to any extent or in any way which could adversely affect the Bank's ability to take the actions contemplated hereby and by the Loan Agreement, the Tax Intercept Agreement, the Continuing Disclosure Agreement and the Indenture, conflict with or constitute on the part of the Bank a breach of or a default under any existing law, court or administrative regulation, decree or order or any agreement, indenture, mortgage or loan agreement by which the Bank or its property is or may be bound.

(m) Other than the anticipated court proceedings to validate the Series 2013 Bonds, no litigation or proceeding to which the Bank is a party is pending or, to the knowledge of the Bank, threatened against or affecting the Bank (i) contesting the due organization or valid existence of the Bank, (ii) to restrain or enjoin the issuance or delivery of the Series 2013 Bonds, the application of the proceeds thereof, the functioning of the Bank or the payment, collection or application of revenues pursuant to the Indenture, the Loan Agreement, the Tax Intercept Agreement or the Note, (iii) in any

way contesting or affecting any authority for, or the validity or execution of the Series 2013 Bonds, the Indenture, the Loan Agreement and the Tax Intercept Agreement or this Bond Purchase Agreement, the application of the proceeds of the Series 2013 Bonds or the payment, collection or application of revenues or the pledge thereof pursuant to the Indenture, Loan Agreement or the Note, or (iv) in any way contesting the right and power of the Bank to take the actions to be taken by the Bank contemplated by such documents. To the knowledge of the Bank, there is no action, suit, proceeding, inquiry or investigation at law or in equity or before or by any court, public board or body pending or threatened against or affecting the Bank (or any meritorious basis therefor) wherein an unfavorable decision, ruling or finding would adversely affect the transactions contemplated hereby or by the Official Statement or the validity of any agreement or instrument to which the Bank is a party and which is used or contemplated for use in the consummation of the transactions contemplated hereby or by the Official Statement.

(n) The Bank covenants that between the date hereof and the Closing it will not take any action or permit any action within its control to be taken which will cause the representations and warranties of the Bank made herein to be untrue as of the Closing.

(o) The Bank agrees to cooperate with the Underwriter in any endeavor to qualify the Series 2013 Bonds for offering and sale under the securities or "blue sky" laws of such jurisdictions of the United States as the Underwriter may request. The Bank consents to the use of drafts of the Preliminary Official Statement and drafts of the Official Statement prior to the availability of the Official Statement by the Underwriter in obtaining such qualification.

(p) The Bank agrees that all representations, warranties and covenants made by it hereunder shall remain in full force and effect despite any investigation by or on behalf of the Underwriter and shall survive any termination of this Bond Purchase Agreement.

5. The City hereby represents and warrants to and covenants with the Underwriter that:

(a) The City is and will be as of the date of the Closing a municipality organized and existing under the laws of the State of Mississippi.

(b) The City is and will be as of the date of Closing authorized under the laws of the State of Mississippi, including particularly the Act to: (i) adopt such resolutions as are necessary to approve the borrowing of the proceeds of the Series 2013 Bonds; (ii) execute and deliver the Note for the purposes described in the Official Statement; (iii) borrow the proceeds of the Series 2013 Bonds from the Bank for the purposes set forth in the Official Statement; (iv) enter into, execute and deliver this Bond Purchase Agreement, the Loan Agreement, the Note, the Tax Intercept Agreement and the Continuing Disclosure Agreement; and (v) approve the pledge and assignment to the Trustee of certain of the Bank's rights under the Loan Agreement and the Note, pursuant to the Indenture, as security for the payment of the Series 2013 Bonds.

(c) The City has full power and authority to consummate the transactions contemplated to be consummated by it pursuant to this Bond Purchase Agreement, the Series 2013 Bonds, the Indenture, the Loan Agreement, the Note, the Continuing Disclosure Agreement, the Tax Intercept Agreement and the Official Statement.

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

(e) The City shall have prior to the Closing duly authorized all necessary action to be taken by it for (i) approving the borrowing of the proceeds of the Series 2013 Bonds from the Bank and the use of such proceeds as contemplated by the Official Statement; (ii) the execution, delivery and/or receipt of this Bond Purchase Agreement, the Loan Agreement, the Note, the Tax Intercept Agreement, the Continuing Disclosure Agreement and the Official Statement, the approval and the execution, delivery, receipt and/or approval of any and all such other agreements and documents as may be required to be executed, delivered and received by the City in order to carry out, give effect to and consummate the transactions contemplated hereby and by the Official Statement; and (iii) the effectuation and consummation of the transactions contemplated by this Bond Purchase Agreement, the Official Statement, the Note, the Tax Intercept Agreement, the Continuing Disclosure Agreement, the Indenture and the Loan Agreement.

(f) The Note, when issued, delivered and paid for as herein and in the Indenture provided, will have been duly authorized and issued and will constitute a valid and binding obligation of the City enforceable in accordance with its terms (subject to any applicable bankruptcy, reorganization, insolvency, moratorium or other similar laws affecting the enforcement of creditors' rights from time to time in effect and further subject to the availability of equitable remedies).

(g) No event affecting the City has occurred since the date of the Preliminary Official Statement, or is expected by the City to occur, which should be described in the Official Statement for the purpose for which it is to be used or which it is necessary to disclose therein in order to make the statements and information therein, in light of which they were made, not misleading.

(h) The resolution of the City, authorizing the borrowing of the proceeds of the Series 2013 Bonds, adopted on June 18, 2013, (together the "City Resolution"), has not been modified, amended or repealed except as set forth herein and is in full force and effect on the date hereof.

(i) The City will direct the Bank to apply the proceeds from the sale of the Series 2013 Bonds immediately after the Closing as specified in the Indenture and in any instructions delivered at Closing by an authorized officer of the City.

(j) The City is in compliance with all material laws and regulations applicable to it and its operations which, if violated by the City, could adversely affect the City's ability to take the actions contemplated hereby and by the Official Statement, the Loan Agreement, the Indenture, the Continuing Disclosure Agreement and the Tax Intercept Agreement.

(k) The City is not, in any way which could adversely affect the City's ability to take the actions contemplated hereby and by the Official Statement, the Loan Agreement, the Note, the Tax Intercept Agreement, the Continuing Disclosure Agreement and the Indenture, in breach of or in default under any existing law, court or administrative regulation, decree, order, agreement, indenture, mortgage, lease, sublease or other instrument to which it is a party or by which it or its property is or may be bound, and no event has occurred and is continuing which, with the passage of time or the giving of notice, or both, would constitute a default or an event of default thereunder which could adversely affect the City's ability to take the actions contemplated hereby or by the Official Statement, the Loan Agreement, the Note, the Tax Intercept Agreement, the Continuing Disclosure Agreement or the Indenture.

(l) The execution and delivery by the City of this Bond Purchase Agreement, the Note, the Loan Agreement, the Tax Intercept Agreement, the Continuing Disclosure Agreement and the other documents contemplated hereby and by the Preliminary Official Statement, the Official Statement and the Note and the compliance by the City with the provisions of each of the foregoing documents will not, to any extent or in any way which could adversely affect the City's ability to take the actions contemplated hereby and by the Loan Agreement, the Tax Intercept Agreement, the Continuing Disclosure Agreement and the Indenture, conflict with or constitute on the part of the City a breach of or a default under any existing law, court or administrative regulation, decree or order or any agreement, indenture, mortgage or loan agreement by which the City or its property is or may be bound.

(m) Other than the anticipated court proceedings to validate the Series 2013 Bonds, no litigation or proceeding to which the City is a party is pending or, to the knowledge of the City, threatened against or affecting the City (i) contesting the due organization or valid existence of the City, (ii) to restrain or enjoin the issuance or delivery of the Series 2013 Bonds or the Note, the application of the proceeds thereof, the functioning of the City or the payment, collection or application of revenues pursuant to the Indenture, the Loan Agreement, the Tax Intercept Agreement or the Note, (iii) in any way contesting or affecting any authority for, or the validity or execution of the Series 2013 Bonds, the Indenture, the Loan Agreement, the Continuing Disclosure Agreement and the Tax Intercept Agreement or this Bond Purchase Agreement, the application of the proceeds of the Series 2013 Bonds or the payment, collection or application of revenues or the pledge thereof pursuant to the Indenture, the Loan Agreement or the Note, or (iv) in any way contesting the right and power of the City to take the actions to be taken by

the City contemplated by such documents. To the knowledge of the City, there is no action, suit, proceeding, inquiry or investigation at law or in equity or before or by any Court, public board or body pending or threatened against or affecting the City (or any meritorious basis therefor) wherein an unfavorable decision, ruling or finding would adversely affect the transactions contemplated hereby or by the Official Statement or the validity of any agreement or instrument to which the City is a party and which is used or contemplated for use in the consummation of the transactions contemplated hereby or by the Official Statement.

(n) The City covenants that between the date hereof and the Closing it will not take any action or permit any action within its control to be taken which will cause the representations and warranties of the City made herein to be untrue as of the Closing.

(o) The City agrees to cooperate with the Underwriter in any endeavor to qualify the Series 2013 Bonds for offering and sale under the securities or "blue sky" laws of such jurisdictions of the United States as the Underwriter may request. The City consents to the use of drafts of the Preliminary Official Statement and drafts of the Official Statement prior to the availability of the Official Statement by the Underwriter in obtaining such qualification.

(p) The City agrees that all representations, warranties and covenants made by it hereunder shall remain in full force and effect despite any investigation by or on behalf of the Underwriter and shall survive any termination of this Bond Purchase Agreement.

6. At on or before 12:00 o'clock P.M., Central Daylight Savings Time, on _____, 2013 or at such other time or such other date, as shall have been mutually agreed upon by the Bank, the City and the Underwriter, the Bank will deliver, or cause to be delivered, to the Underwriter the Series 2013 Bonds, in a form acceptable to Bond Counsel, duly executed and duly authenticated by the Trustee, together with the other documents hereinafter mentioned; and the Underwriter will accept such delivery and pay the purchase price of the Series 2013 Bonds in immediately available funds by check or wire transfer or transfers.

Delivery of the Series 2013 Bonds as aforesaid shall be made at such location in New York, New York as is mutually agreed upon by the Underwriter, the Bank and the Trustee. Concurrent with such delivery, the Bank and the City shall deliver the certificates, reports and documents described in Section 8 hereof at the offices of Butler, Snow, O'Mara, Stevens & Cannada, PLLC, Ridgeland, Mississippi. Such delivery is herein called the "Closing." The Series 2013 Bonds will be delivered to The Depository Trust Company as definitive fully registered bonds in denominations equal to the principal amount of each maturity.

The Underwriter shall have the right to cancel its obligation to purchase the Series 2013 Bonds if between the date hereof and the Closing, (a) legislation shall be enacted or be pending for consideration for enactment by the Congress of the United States, or adopted or pending for consideration by either House of Congress, or recommended to the Congress for passage by the President of the United States, or favorably reported for passage to either House of the Congress by any committee of such House to which such legislation has been referred for consideration, a decision by a court of competent jurisdiction of the United States or the United States Tax Court

shall be rendered, or a ruling, regulation, temporary regulation or official release or statement by or on behalf of any agency of the federal government shall be made or proposed to be made which, in the reasonable judgment of the Underwriter materially adversely affects the market price or marketability of the Series 2013 Bonds, or the market price or marketability generally of obligations of the general character of the Series 2013 Bonds, (b) there shall be proposed or pending for consideration any legislative body (or committee thereof) of the State of Mississippi, or any such legislation shall have been adopted or approved, which, in the reasonable judgment of the Underwriter has the effect of adversely affecting the exemption of interest on the Series 2013 Bonds from all Mississippi taxation, except estate and transfer taxes, (c) any event shall have occurred or information shall have become known which, in the reasonable judgment of the Underwriter either (i) makes untrue or incorrect in any material respect any statement or information contained in the Official Statement or (ii) is not reflected in the Official Statement but should be reflected therein in order to make the statements and information contained therein under the circumstances in which made not misleading in any material respect, (d) legislation shall be enacted, or be pending for consideration for enactment by the Congress of the United States, or a decision by a court of competent jurisdiction of the United States shall hereafter be rendered, or a ruling or regulation by the Securities and Exchange Commission or other governmental agency having jurisdiction of the subject matter shall hereafter be made, the effect of which is that (i) Series 2013 Bonds are not exempt from the registration, qualification or other similar requirements of the Securities Act of 1933, as amended and as then in effect, and the Securities Exchange Act of 1934, as amended, and as then in effect, or (ii) the Indenture is not exempt from the registration, qualification or other requirements of the Trust Indenture Act of 1939, as amended and as then in effect, (e) a stop order, ruling or regulation by the Securities and Exchange Commission shall be issued or made, the effect of which is that the issuance, offering, and sale of the Series 2013 Bonds, or of obligations of the general character of the Series 2013 Bonds, is in violation of any provision of the Securities Act of 1933, as amended and as then in effect, the Securities Exchange Act of 1934, as amended and as then in effect, or the Trust Indenture Act of 1939, as amended and as then in effect, (f) there shall have occurred any outbreak of hostilities or other national or international emergency, the effect of such outbreak or emergency, on the financial markets of the United States which, in the reasonable judgment of the Underwriter would materially adversely affect the market price or marketability of the Series 2013 Bonds, (g) there shall be in force a general suspension of trading on the New York Stock Exchange or the fixing of maximum or minimum prices for securities on said Exchange, (h) a general banking moratorium shall have been declared by federal, Mississippi or New York authorities or an extraordinary major financial crisis shall have occurred which, in the reasonable judgment of the Underwriter, would make the marketing of Series 2013 Bonds generally impractical, or (i) a supplement or amendment shall have been made to the Official Statement subsequent to the date hereof which in the reasonable judgment of the Underwriter materially adversely affects the marketability of the Series 2013 Bonds or the market price thereof, unless such supplement or amendment shall have been agreed to in writing by the Underwriter.

7. The obligations of the Underwriter hereunder to purchase the Series 2013 Bonds shall be subject to the performance by the Bank of its obligations to be performed hereunder at and prior to the Closing, to the performance by the City of its obligations to be performed hereunder at or prior to the Closing, to the accuracy in all material respects, in the reasonable judgment of the Underwriter, of the representations and warranties of the Bank and of the City

herein, in both cases, as of the date hereof and as of the time of the Closing and, in compliance with the following conditions:

(a) At the time of the Closing, (i) the Indenture, the Loan Agreement, the Note, the Tax Intercept Agreement and the Continuing Disclosure Agreement shall have been executed by the party or parties thereto and shall be in full force and effect and the forms of such instruments and the form of the Official Statement as of the date hereof shall not have been amended, modified or supplemented except as may have been agreed to in writing by the Underwriter, the Closing in all events however to be deemed such approval, (ii) the Bank and the City shall have duly adopted and there shall be in full force and effect such resolutions as shall, in the opinion of Butler, Snow, O'Mara, Stevens & Cannada, PLLC, Ridgeland, Mississippi ("Bond Counsel"), be necessary in connection with the transactions contemplated hereby, (iii) the representations and warranties of the Bank provided in Section 4 hereof and of the City in Section 5 hereof shall be true, complete and correct in all material respects as if then made, (iv) the Bank and the City shall perform or have performed all obligations required under or specified in this Bond Purchase Agreement to be performed at or prior to the Closing, and (v) the proceeds of the sale of the Series 2013 Bonds shall be applied and deposited as described in the Official Statement.

(b) At or prior to the Closing, the Bank shall have delivered the Series 2013 Bonds and shall have assigned and delivered the Note to the Trustee.

(c) At or prior to the Closing, the Underwriter shall receive the following documents:

(A) the approving opinion of Bond Counsel dated the date of the Closing, substantially in the form attached as an exhibit to the Preliminary Official Statement, together with letter to the Underwriter authorizing reliance thereon;

(B) an opinion, dated the date of Closing, of counsel for the Bank, in form and content reasonably acceptable to the Underwriter, either addressed to the Underwriter or accompanied by a letter to the Underwriter authorizing reliance thereon;

(C) an opinion, dated the date of the Closing, of counsel for the City, in form and content reasonably acceptable to the Underwriter, either addressed to the Underwriter or accompanied by a letter to the Underwriter authorizing reliance thereon;

(D) An opinion from Balch & Bingham LLP, in a form satisfactory to the Underwriter;

(E) a certificate of the City, dated the date of the Closing, signed by authorized officers of the City, in form and content reasonably acceptable to the Underwriter;

(F) a certificate of the Bank dated the date of the Closing and signed by an appropriate official or representative of the Bank, in form and content reasonably acceptable to the Underwriter;

(G) one copy of the Official Statement executed on behalf of the Bank by the Executive Director of the Bank;

(H) an opinion of Bond Counsel with respect to certain provisions of the Official Statement, in form and content reasonably acceptable to the Underwriter;

(I) executed or conformed copies each of the Indenture, the Loan Agreement, the Continuing Disclosure Agreement, the Tax Intercept Agreement and the Note duly executed by the parties thereto;

(J) a certified copy of the Bank Resolution of the Bank authorizing, approving or ratifying the execution and delivery of the Series 2013 Bonds, the Indenture, the Preliminary Official Statement, the Official Statement, the Loan Agreement, the Tax Intercept Agreement, the Continuing Disclosure Agreement and this Bond Purchase Agreement;

(K) certified copies of City Resolution of the City authorizing the execution and delivery of the Preliminary Official Statement, the Official Statement, the Loan Agreement, the Note, the Tax Intercept Agreement, the Continuing Disclosure Agreement and this Bond Purchase Agreement, together with a certification as to incumbency of officers;

(L) a certificate of the Trustee to the effect that (i) all moneys and securities delivered to the Trustee under and pursuant to the Indenture have been duly deposited to the credit of the appropriate funds established under or in accordance with the Indenture or otherwise applied as provided in the Indenture, (ii) the Indenture has been duly executed and delivered by the Trustee, (iii) the Series 2013 Bonds have been authenticated and (iv) the Trustee has no knowledge of any default under the Indenture;

(M) evidence of validation of the Series 2013 Bonds by judgment of the Chancery Court of the First Judicial District of Hinds County, Mississippi;

(N) copy of Blanket Issuer Letter of Representations of the Bank;

(O) rating letter evidencing that Standard & Poor's Ratings Group has assigned a rating of "_____" to the Series 2013 Bonds; and

(P) such additional legal opinions, certificates, proceedings, instruments and other documents as the Underwriter or Bond Counsel may reasonably request to evidence compliance by the Bank and the City with legal requirements, the truth and accuracy, as of the time of Closing, of their respective representations contained herein and the due performance or satisfaction by each

thereof at or prior to such time of all agreements then to be performed and all conditions then to be satisfied by each thereof.

The Bank and the City will furnish the Underwriter with additional conformed copies of such opinions, certificates, letters and documents as the Underwriter reasonably requests.

If either the Bank or the City shall be unable to satisfy the conditions to the obligations of the Underwriter contained in this Bond Purchase Agreement, or if the obligations of the Underwriter to purchase and accept delivery of the Series 2013 Bonds 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 shall be under further obligation hereunder. However, the Underwriter may, in its sole discretion, waive one or more of the conditions imposed by this Bond Purchase Agreement for the protection of the Underwriter and proceed with the Closing contemplated hereby.

8. All representations, warranties and agreements of the Bank and the City herein shall remain operative and in full force and effect, regardless of any investigations made by or on behalf of the Underwriter, and shall survive any termination of this Bond Purchase Agreement by the Underwriter pursuant to the terms hereof.

9. The Bank will pay or cause to be paid from, but only from, the proceeds of the Series 2013 Bonds, and other moneys provided by the City, all expenses incident to the performance of the Bank's obligations under this Bond Purchase Agreement, including, but not limited to, mailing or delivery of the Series 2013 Bonds, costs of printing the Series 2013 Bonds, the Preliminary Official Statement, and the Official Statement, including the mailing and delivery thereof by the printer, fees and disbursements of Bond Counsel, expenses of the Bank, fees for bond ratings, financial advisor fees and expenses, costs and expenses of preparing and reproducing this Bond Purchase Agreement, the Indenture, the Loan Agreement, the Note, the Continuing Disclosure Agreement and the Tax Intercept Agreement and fees and expenses of the Trustee. The Underwriter shall pay the cost of all advertising expenses in connection with the public offering of the Series 2013 Bonds, and all other expenses incurred by the Underwriter in connection with the public offering and distribution of the Series 2013 Bonds.

10. Any notice or other communication to be given to the Bank, the City or the Underwriter under this Bond Purchase Agreement shall be given in writing and shall be mailed, telegraphed or delivered to the following respective addresses until otherwise directed by written notice to the other parties hereto:

The Bank:

Mississippi Development Bank
753 Riverside Drive, Suite 300
Jackson, MS 39202
Attention: William T. Barry, Executive Director

| | |
|---|---|
| The City: | City of Gautier, Mississippi<br>City Hall<br>3330 Hwy 90<br>Gautier, MS 39553<br>Attention: City Clerk |
| The Underwriter: | Raymond James & Associates, Inc.<br>Morgan Keegan Tower<br>50 North Front Street<br>Memphis, TN 38103<br>Attention: Public Finance |

11. This Bond Purchase Agreement is made solely for the benefit of the Bank, the City and the Underwriter and their respective successors and assigns and no other person shall acquire or have any right hereunder or by virtue hereof. The terms "successors" and "assigns" as used in the preceding sentence shall not include any purchasers of any Series 2013 Bonds from or through the Underwriter merely because of such purchase. All representations, warranties and agreements in this Bond Purchase Agreement shall remain in full force and effect, regardless of (a) delivery of and payment for the Series 2013 Bonds hereunder and (b) any termination of this Bond Purchase Agreement.

[REMAINDER OF PAGE LEFT BLANK INTENTIONALLY]

12. This Bond Purchase Agreement shall be governed by and construed in accordance with the laws of the State of Mississippi.

Very truly yours,

**RAYMOND JAMES & ASSOCIATES, INC.**
**MEMPHIS, TENNESSEE**

**BY:** _____
**TITLE:** _____

Signature Page to the Bond Purchase Agreement, dated _____, 2013, by and among the Mississippi Development Bank, the City of Gautier, Mississippi and Raymond James & Associates, Inc., Memphis, Tennessee, regarding the sale of $3,500,000 Special Obligation Bonds, Series 2013 (Gautier, Mississippi Combined Utility System Revenue Project).

Accepted and agreed to as of
___:__ o'clock __.m.
Central Daylight Savings Time written:

**MISSISSIPPI DEVELOPMENT BANK**

**BY:**_____
**Its: Executive Director**

Signature Page to the Bond Purchase Agreement, dated _____, 2013, by and among the Mississippi Development Bank, the City of Gautier, Mississippi and Raymond James & Associates, Inc., Memphis, Tennessee, regarding the sale of $3,500,000 Special Obligation Bonds, Series 2013 (Gautier, Mississippi Combined Utility System Revenue Project).

**CITY OF GAUTIER, MISSISSIPPI**

**BY:** _____
**Its: Mayor**

Signature Page to the Bond Purchase Agreement, dated _____, 2013, by and among the Mississippi Development Bank, the City of Gautier, Mississippi and Raymond James & Associates, Inc., Memphis, Tennessee, regarding the sale of $3,500,000 Special Obligation Bonds, Series 2013 (Gautier, Mississippi Combined Utility System Revenue Project).

**EXHIBIT I**

**SERIES 2013 BONDS**

| MATURITY YEAR | PRINCIPAL AMOUNT | INTEREST RATE | YIELD | PRICE |
|---|---|---|---|---|
| 2014 | $125,000 | | | |
| 2015 | 130,000 | | | |
| 2016 | 135,000 | | | |
| 2017 | 135,000 | | | |
| 2018 | 140,000 | | | |
| 2019 | 145,000 | | | |
| 2020 | 150,000 | | | |
| 2021 | 160,000 | | | |
| 2022 | 165,000 | | | |
| 2023 | 170,000 | | | |
| 2024 | 175,000 | | | |
| 2025 | 180,000 | | | |
| 2026 | 185,000 | | | |
| 2027 | 195,000 | | | |
| 2028 | 200,000 | | | |
| 2029 | 205,000 | | | |
| 2030 | 215,000 | | | |
| 2031 | 220,000 | | | |
| 2032 | 230,000 | | | |
| 2033 | 240,000 | | | |

Optional Redemption. The Series 2013 Bonds (or any portions thereof in integral multiples of $5,000 each) which mature on or after July 1, 2024, are subject to optional redemption prior to their stated dates of maturity in whole or in part, in principal amounts and maturities selected by the Bank on any date on or after July 1, 2023, at par plus accrued interest to the date of redemption.

**EXHIBIT E**

**FORM OF TAX INTERCEPT AGREEMENT**

## TAX INTERCEPT AGREEMENT

This **TAX INTERCEPT AGREEMENT**, dated the _____ day of _____, 2013 (the "Agreement"), is by and between the **MISSISSIPPI DEVELOPMENT BANK**, a public body corporate and politic (the "Bank"), created pursuant to the provisions of Sections 31-25-1 et seq., Mississippi Code of 1972, as amended from time to time (hereinafter referred to as the "Bank Act"), having its principal place of business in the City of Jackson, Mississippi and the **CITY OF GAUTIER, MISSISSIPPI** (hereinafter referred to as the "City"), a local governmental unit under the Bank Act.

## WITNESSETH

**WHEREAS**, pursuant to the Bank Act, the Bank is authorized to loan money (as set forth in the Bank Act) to local governmental units (as defined in the Bank Act); and

**WHEREAS**, the City has duly authorized the loan between the Bank and the City (the "Loan") pursuant to the terms of a loan agreement by and between the City and the Bank (the "Loan Agreement") secured by a Promissory Note (Gautier, Mississippi Combined Utility System Revenue Project) in the principal amount of Three Million Five Hundred Thousand Dollars ($3,500,000) (the "Note"), and the Bank expects to provide the funds for the Loan from the proceeds of the Series 2013 Bonds of the Bank as hereinafter set forth; and

**WHEREAS**, pursuant to the Indenture of Trust, by and between Mississippi Development Bank and Regions Bank, Jackson, Mississippi, as Trustee (the "Indenture"), the Bank has duly authorized the issuance of its bonds designated the $3,500,000 Mississippi Development Bank Special Obligation Bonds, Series 2013 (Gautier, Mississippi Combined Utility System Revenue Project) (the "Series 2013 Bonds"), a portion of the proceeds of which will be used to provide the funds for the Loan; and

**WHEREAS**, any local governmental unit is authorized under Section 31-25-28(5) of the Bank Act to agree in writing with the Bank that the Mississippi Department of Revenue (the "MDOR") or any other state agency, department or commission shall (a) withhold all or any part (as agreed by the local governmental unit) of any monies which such local governmental unit is entitled to receive from time to time pursuant to any law and which is in the possession of the MDOR, or any state agency, department or commission created pursuant to State law and (b) pay the same over to the Trustee, as hereinafter defined, to satisfy any delinquent payments on any loan made to such local governmental unit under provisions of the Bank Act and any other delinquent payments due and owing the Bank by such local governmental unit, all as the same shall occur.

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

1. As authorized by the Bank Act, the City hereby covenants, agrees and authorizes the MDOR or any other state agency, department or commission created pursuant to State law to (1) withhold all or any part of any monies (the "Tax Monies") which the City is entitled to receive from time to time pursuant to any law and which is in possession of the MDOR or any other state agency, department or commission created pursuant to State law, the prior lien of the SRF Loans, as hereinafter defined, on sales tax revenue rebates representing a portion of the Tax

Monies which may be withheld by the MDOR for debt service payments on the SRF Loans, and (2) pay same over to Regions Bank, Jackson, Mississippi, as Trustee (the "Trustee"), under the Indenture to satisfy any delinquent payment (the "Delinquent Payment") under Sections 4.2 and/or 4.4(5) of the Loan Agreement.

2. If on the 1st day of June and December of each year, beginning June 1, 2014, there are insufficient Net Revenues (as defined in the Loan Agreement) to make the payments under Sections 4.2(1) and 4.4(5)of the Loan Agreement, as provided in the Certificate of the City under Section 4.2(2) of the Loan Agreement, the Bank hereby authorizes and directs the Trustee under the provisions of this Agreement to file this Agreement and a statement of deficiency setting forth the amount of any Delinquent Payment with the MDOR or other state agency, department or commission, thereby directing the MDOR or other state agency, department or commission to pay any Tax Monies directly to the Trustee, on behalf of the Bank, to satisfy any Delinquent Payment, all as permitted under the Bank Act; provided, however, any Tax Monies due from MDOR are subject to the prior lien of the SRF Loans as hereinabove described. In any event, if the City fails to make timely payments under the Loan Agreement and the Note, as provided in Sections 4.2(1) and 4.4(5) of the Loan Agreement, the Trustee is hereby further directed to file this Agreement with the MDOR or other state agency, department or commission, and take further action to recover Tax Monies under the Indenture. This paragraph 2 includes requirements in addition to the requirements under paragraph 1 and this paragraph 2 in no way limits the rights of the Trustee or the Bank.

3. The Trustee is directed under the Indenture to deposit any Tax Monies it receives into the General Account of the General Fund to be applied in accordance with Section 6.05 under the Indenture, except for any Delinquent Payment under Section 4.4(5) of the Loan Agreement which shall be applied in accordance with the provisions thereof.

4. The term Tax Monies as defined herein shall exclude any monies held by the MDOR or any other state agency, department or commission created pursuant to State law to the extent amounts are to be paid to the City for the benefit of a separate school district or any other political subdivision other than the City.

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

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

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

[remainder of page left blank intentionally]

**IN WITNESSETH WHEREOF**, we have hereunto set our hands as of the date first above written.

**MISSISSIPPI DEVELOPMENT BANK**

**BY:** _____
**Executive Director**

**ATTEST:**

_____
**Secretary**

Signature Page for Tax Intercept Agreement dated _____, 2013, between the Mississippi Development Bank and the City of Gautier, Mississippi.

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**CITY OF GAUTIER, MISSISSIPPI**

**BY:**_____
**Mayor**

**ATTEST:**

_____
**City Clerk**

Signature Page for Tax Intercept Agreement dated _____, 2013, between the Mississippi Development Bank and the City of Gautier, Mississippi.

**ACCEPTED BY:**

**REGIONS BANK**
**JACKSON, MISSISSIPPI**
**as Trustee**

**BY:**_____
**ITS: Authorized Signatory**

Signature Page for Tax Intercept Agreement dated _____, 2013, between the Mississippi Development Bank and the City of Gautier, Mississippi.

ButlerSnow 16641687v2

**Motion was made by Councilman Colledge to table Business Item#7 – IBEW Local 733 until Gautier Police Department has a vote recognizing IBEW as representative. Motion was seconded by Councilman Macfarland and unanimously carried.**

**Mayor Fortenberry was absent**

**City Manager recommended that discussion be revisited in August.**

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

**ORDER NUMBER 144-2013**

**IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that Consent Agenda Items 1,3,4,5,6,7 are hereby approved. Item #2 was removed from agenda.**

**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 Gollott and the following vote was recorded:**

| | |
|---|---|
| **AYES:** | **Johnny Jones** |
| | **Hurley Ray Gillette** |
| | **Gordon Gillett** |
| | **Mary Martin** |
| | **Scott McFarland** |
| | **Adam College** |
| **NAYS:** | **None** |
| **ABSENT:** | **Tommy Fortenberry** |

**MAYOR PRO TEM**

**ATTEST:**

**CITY CLERK**

**PASSED AND ADOPTED by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of July 2, 2013.**

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

**ORDER NUMBER 144-2013**

**IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the Minutes from Council Meeting held June 18, 2013 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 Gollott and the following vote was recorded:**

| | |
|---|---|
| **AYES:** | **Johnny Jones**<br>**Hurley Ray Gillette**<br>**Gordon Gillett**<br>**Mary Martin**<br>**Scott McFarland**<br>**Adam College** |
| **NAYS:** | **None** |
| **ABSENT:** | **Tommy Fortenberry** |

**MAYOR PRO TEM**

**ATTEST:**

**CITY CLERK**

**PASSED AND ADOPTED by Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of July 2, 2013.**

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

**ORDER NUMBER 146-2013**

**IT IS HEREBY ORDERED by the Mayor and Members of the Council of the City of Gautier, Mississippi, that the Letter of No Objection from the US Department of Justice relative to House Bill 1722 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 Gollott and the following vote was recorded:**

**AYES:** Johnny Jones
Hurley Ray Guillotte
Gordon Gollot
Mary Martin
Scott Macfarland
Adam Colledge

**NAYS:** None

**ABSENT:** Tommy Fortenberry

_____
**MAYOR PRO TEM**

**ATTEST:**

_____
**CITY CLERK**

**PASSED AND ADOPTED by the Mayor and Members of the Council of the City of Gautier, Mississippi, at the meeting of June 18, 2013.**